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RESERVATIONS, RESTRICTIONS AND COVENANTS

THE GREENS
AT
PECAN GROVE PLANTATION, SECTION II

STATE OF TEXAS *
COUNTY OF FORT BEND *

KNOW ALL MEN BY THESE PRESENTS:

That EDWARD GUTTMAN, TRUSTEE, (hereinafter called "Developer") being the owner of that certain tract of land which has heretofore been platted into that certain subdivision known as "The Greens at Pecan Grove Plantation, Section II", according to the plat of said subdivision recorded in the office of the County Clerk of Fort Bend County, Texas, on the 10th day of June, 1985, after having been approved as provided by law, and being recorded under County Clerk's Slide No. 781B and 782A, 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 The Greens at Pecan Grove Plantation, Section II (hereinafter referred to as the "Subdivision"), does hereby adopt, establish, promulgate and impress the following Reservations, Restrictions and Covenants, which shall be and are hereby made applicable to the Subdivision, except that no part of these Reservations, Restrictions and Covenants shall be deemed to apply in any manner in any areas not included in the boundaries of said plat.

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 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, water, sanitary 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 purposes of more efficiently serving the Subdivision or any property therein.

(e) Neither the Developer, nor its 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

1.04 The provisions hereof, including the Reservations, Restrictions and Covenants herein set forth, 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 thirty-five (35) 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 thirty-five (35) 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 being the aforesaid thirty-five (35) year period or any successive ten (10) year period thereafter.

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 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 or for any person or persons owning property in the Subdivision (or in any other Section of "The Greens" at Pecan Grove Plantation) to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate 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, including 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 the terms, subject, nevertheless, to the provisions herein contained, including said Reservation, 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 Architectural Control Committee) shall be accompanied by three (3) 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

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 THE GREENS AT PECAN GROVE PLANTATION ARCHITECTURAL CONTROL COMMITTEE, in which event such authority shall be vested in and exercised by the THE GREENS AT 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 Architectural Control Authority as used herein shall mean or refer to the Developer or to the Architectural Control Committee as the case may be.

(b) At such time as all of the lots in the Subdivision of THE GREENS AT PECAN GROVE PLANTATION 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 THE GREENS AT PECAN GROVE PLANTATION may by vote, as hereinafter provided, elect a committee of three (3) members to be known as the THE GREENS AT PECAN GROVE PLANTATION Architectural Control Committee (hereinafter referred to as the "Committee"). Each member of the Committee must be an owner of property in THE GREENS AT PECAN GROVE PLANTATION. Each lot owner shall be entitled to one (1) vote for each 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.

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 Deed Records of Fort Bend County, Texas, and to give notice of the time and place 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, nor to affect the time at which the Developer might take such action if, in fact, the Developer does take such action.

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.

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

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 on behalf of the Developer or by a majority of the Committee.

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.

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.

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 judgment of the Developer), then the Developer may validly perform such function.

(c) 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 THE GREENS AT PECAN GROVE PLANTATION Property Owner's 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, 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.

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 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.

III.

UTILITY EASEMENTS

3.01 (a) A twelve and one-half (12.5) foot utility easement has been dedicated along the front of all lots in Blocks 1 and 2 as shown on the record plat.

(b) A ten (10) foot utility easement has been recorded along the back of Lots 33, 34, 35, and 36 of Block 3.

(c) A twelve and one-half (12.5) foot utility easement has been dedicated on the South side of Lots 34 and 36 of Block 3.

(d) Rear utility easements have been dedicated 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 utility easement, 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 "other than along any side lot utility easement which is adjacent to street right-of-way" 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 of 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 owner construct, maintain or use any of the above described improvements within any utility easements along the rear of such owners lot.

IV.

DESIGNATION OF TYPES OF LOTS

4.01 Lots 1 through 13 in Block 1 and Lots 14 through 32 in Block 2 are hereby designated as "Golf Course Patio Lots". Further information and restrictions are set out in Articles V and VI "Golf Course Patio Lots".

4.02 Lots 33, 34, 35 and 36 in Block 3 are hereby designated as "Patio Lots". Further information and restrictions are set out in Article V.

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) 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.

(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 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 not less than the following respective amounts for each of the designated particular types of lots:

Golf Course Patio Lots and Patio Lots: 1,500 square feet for a one-story dwelling; 1,750 square feet for a two-story dwelling.

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 5.18, no structure shall be located nearer than ten (10) feet to an interior side of another structure. For the purpose of this covenant, concrete drives, walks, and air conditioning units, eaves, steps, and unroofed terraces shall not be considered as a part of a structure; 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 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 larger.

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

(c) All houses built in this Subdivision shall face the front line of the lot on which each such house is built unless a deviation from this provision is provided by specific provision of these Reservations, Restrictions and Covenants, or unless a deviation is approved by the Architectural Control Authority (whether Developer or Architectural Control Committee).

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 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.

MASONRY REQUIREMENT

5.06 Without the prior approval of the Architectural Control Authority no residence shall have less than fifty one percent (51%) masonry construction or 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.

AIR CONDITIONING REQUIREMENT

5.07 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 properties.

DISPOSAL UNIT REQUIREMENT

5.08 Each kitchen in each dwelling or living quarter 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.

ROOFING REQUIREMENT

5.09 No external roofing material other than No. 1 cedar wood shingles of 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 on any lot without written approval of the Architectural Control Authority.

DRIVEWAYS, SIDEWALK, CURBS, MANHOLES AND STORM SEWER INLET

5.10 (a) Driveways shall be entirely of concrete and shall be constructed with a minimum width of nine (9) feet on the lot, however, that portion of the driveway that lies between the property line (street right-of-way) and the street curb shall be a minimum width of ten (10) feet and driveways shall be constructed in accordance with detail, design and specifications as shown on Exhibit "A" of the Restrictions.

(b) 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.

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

(d) 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 "C" of these Restrictions unless an alternate design is approved by the Architectural Control Authority.

(e) All residential improvements constructed within the street right-of-way shall be constructed in accordance with these Restrictions as set out in Paragraph 5.10 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 5.10 (c), all prior to occupancy of the residence.

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

5.11 (a) In order to control the quality of construction for work described in Paragraph 5.10, 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.

(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 curb cuts, excavation, compaction, forms, steel and expansion joints as set out in Paragraph 5.10 and as shown in Exhibits "A" and "B"; and to complete construction requirements for manholes, valves and storm sewer inlets as set out in Paragraph 5.10 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 5.10 (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 5.10.

LOT DRAINAGE

5.12 (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. With the approval of the Architectural Control Authority, Builder may establish an alternate drainage plan for low areas by installing underground pipe and area inlets or by installing an open concrete trough with area inlets, however, a drainage plan for such alternate drainage must be submitted to the Architectural Control Authority for approval. In no case shall the street curb be broken to allow for drainage without first obtaining Architectural Control Authority approval for the design and construction of an approved curb cut.

LANDSCAPING

5.13 (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 approved by the Architectural Control Authority. Such landscaping is to be done in the parkway area and in the front 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.

FENCE CONSTRUCTION

5.14 (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 six (6) feet high. No wall or fence may be constructed without the prior approval of the Architectural Control Authority.

SWIMMING POOL

5.15 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 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 II hereof for other building improvements.

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

5.16 (a) Builder or owner, during construction of residence, is required to remove and haul from the lot all tree stumps, trees, 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 lot may be placed elsewhere in the Subdivision.

(b) Builder or owner, during the construction of residence, is required to continuously keep the lot in a reasonable 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.

(c) No trash, materials, or dirt is allowed in the street or street gutter. Builder or owner shall keep 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) Builder or owner may not enter onto a lot adjacent to the lot upon which he is building for purposes of ingress or egress to the building lot during or after construction, unless such adjacent lot is also owned by such builder or owner, and all such lots shall be kept free of any trees, underbrush, trash, rubbish and/or other materials during or after construction of building improvements thereon.

CONTROL OF SEWERAGE AFFLUENT

5.17 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

5.18 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 Five Thousand (5,000) square feet in area (and this shall supercede any contrary provision in the Subdivision 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

5.19 (a) No structure of a temporary character; trailer, camper, camper trailer, motor vehicle, basement, tent, shack, garage, barn, or other out-building 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 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 THE GREENS AT PECAN GROVE PLANTATION, SECTION II (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 THE GREENS AT PECAN GROVE PLANTATION, SECTION II except the lot upon which such field office is located, have been sold.

No building may be used as a field office without prior consent of the Architectural Control Authority.

DRYING OF CLOTHES IN PUBLIC VIEW

5.20 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

5.21 (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 any of them, such default continuing after ten (10) days written notice thereof, the Developer (until the Committee is selected, and thereafter, the Committee) may, without liability to the owner or occupant in trespass or otherwise, enter upon (or authorize one or more others to enter upon) said lots, 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 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 14.07) and shall be payable on the first day of the next calendar month with the regular monthly maintenance fee payment.

STORAGE OF AUTOMOBILE, BOATS, TRAILERS, RECREATIONAL AND OTHER VEHICLES

5.22 No truck, trailer, boat, automobile, camper or other vehicle 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 off the premises and such parking is only temporary, from day to day and not to exceed forty-eight (48) hours in duration; provided however, that nothing herein contained shall be construed to prohibit the storage of any unused vehicle in a covered and enclosed parking garage permitted on any lot covered hereby.

PROHIBITION OF OFFENSIVE ACTIVITIES

5.23 (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 purposes 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 THE GREENS AT PECAN GROVE PLANTATION, SECTION II 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

5.24 (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 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.

MAXIMUM HEIGHT OF ANTENNAE

5.25 No external radio or television aerial wires or antennae shall be located on the property or on top of any structures built on said lot.

ANIMAL HUSBANDRY

5.26 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 a nuisance and do not, in the sole judgment 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

5.27 No oil drilling, oil development operations, oil 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

5.28 Any building or other improvement on the land 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 land restored to an orderly and attractive condition.

LICENSED VEHICLES WITH LICENSED OPERATORS

5.29 Only licensed vehicles with licensed operators will be permitted on the private streets of the subdivision.

ALARM SYSTEMS

5.30 All residences must have a basic burglar alarm system to cover the main entrance to the building. Also, basic smoke detector units should be installed as appropriate.

GARBAGE COLLECTION

5.31 THE GREENS AT PECAN GROVE PLANTATION Improvement Association shall contract in behalf of the property owners for garbage collection service.

The required fee will be paid directly by the homeowners in a manner to be determined from such arrangements.

MISCELLANEOUS

5.32 The addition or construction of greenhouses, exterior lights, fences and shrubs (especially on back lot lines for golf course lot lines), and structural additions or alterations, must have the written consent of the Architectural Control Committee. Mail boxes will be installed in accordance with U.S. Postal Regulations.

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.

VI.

SPECIAL RESTRICTIONS "GOLF COURSE PATIO LOTS"

In addition to the General Restrictions set forth in Article V above, the following restrictions shall be applicable to "Golf Course Patio Lots".

6.01 The Developer reserves to itself the right to establish side building set back lines except for lots with a side utility easement as shown on the recorded plat and the side building set back line for these lots is hereby established to coincide with the side utility easement.

Should in some cases the side lot line and the side building line be the same (hereinafter referred to as zero (0) building line) the opposite sides to the resulting structure must be at least ten (10) feet on either side from the structure on the contiguous lot or lots and as set out in Paragraph 5.03 (a).

6.02 All houses built on Patio Lots having a common boundary with the Golf Course shall be subject to the following restriction:

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 All houses built on Patio Lots having a common boundary with the Golf Course shall face the front line of the lot on which such house is built unless a deviation of these provisions is provided by a specific provision of these Reservations, Restrictions and Covenants or unless a deviation is approved by the Architectural Control Committee.

6.04 No part of any house or garage built on a Patio Lot having a common boundary with the Golf Course shall be permitted or constructed nearer to the common boundary of the lot and the Golf Course than twenty (20) feet. Developer shall be entitled to grant variances for exceptions to this set back requirement when, in the opinion of Developer, same would not be detrimental to the Subdivision.

6.05 Owners of lots adjoining a Golf Course will not grow, nor permit to grow, varieties of grasses or other vegetation which, in the opinion of the Golf Course Greenskeeper, 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 Greenskeeper, 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.

SPECIAL RESTRICTIONS - PARTY WALLS

Common Wall Buildings

In addition to the General Restrictions set forth herein the following restrictions shall be applicable to all Common Wall Buildings.

7.01 In the event that any two buildings share a common wall (the "Party Wall"), then the following provisions shall apply with respect thereto:

- (a) Each wall which is built as part of the construction of the houses upon the building sites and placed on or adjacent to the dividing line between the building sites shall constitute a party wall and, to the extent not inconsistent with the provisions of this Article, the general rules of law regarding party walls and liability for property damaged due to negligence or wilful acts or omissions shall apply thereto.
- (b) In the event of damage or destruction of a party wall, the cost of reasonable repair and maintenance shall be shared equally by the owners who abut the wall; each party, his successors and assigns, shall have the right to the full use of said wall so repaired or rebuilt. If (other than in the case of damage by fire), either party's negligence or wilful acts shall cause damage to or destruction of said wall, such negligent party shall bear the entire cost of repair or reconstruction; provided, however, that in the case of damage by fire, the party negligently causing such fire (if any) shall be liable only to the extent that such damage is not covered by insurance, and to the extent of insurance proceeds therefor, the other party shall not have any claim against the negligent party, nor shall any insurance carrier have any such claim through assignment, subrogation or otherwise. If either party shall fail or refuse to pay his share, or all of such costs in the case of negligence or wilful act, the other party may have such wall repaired or restored and shall have a lien on the premises of the party so failing to pay, for the amount of such defaulting party's share of the repair or replacement costs (which lien shall be subordinate to and shall not affect the validity or priority of the lien of any mortgage or deed of trust on the premises of such defaulting party, in the same manner as provided in Section 13.07 hereof).
- (c) The right of any owner to contribution from any other owner under this Article shall be appurtenant to the said building site owned by such owner and shall pass to such owner's successors in title.
- (d) Neither owner shall alter or change any such party wall in any manner, interior decoration excepted, and said party walls shall always remain in the same location as when erected, and each party to said common or division wall shall have a perpetual easement in that portion of the premises of the abutting owner on which said party wall is located, for party wall purposes.
- (e) The Restrictions hereby created are and shall be perpetual and construed as covenants running with the land and each and every person accepting a deed to any building having common walls shall be deemed to accept said deed with the understanding that each and every purchaser is also bound by provisions herein contained, and each and every purchaser by accepting a deed to any common wall building shall thereby consent and agree to be bound by the covenants herein contained to the same extent as though he had executed this instrument.

7.02 In the event that buildings share a common wall (the "Party Wall"), then the Architectural Control Authority may require that such wall be constructed of such fire resistant materials as may be deemed necessary or desirable in its judgment or in order to comply with any federal, state or local building regulation or code.

VIII.

PRIVATE STREETS

8.01 The streets situated within THE GREENS AT PECAN GROVE PLANTATION are hereby perpetually dedicated, established and set aside as non-exclusive easements for street purposes for the common use, benefit and enjoyment of the Owners of any lots in THE GREENS AT PECAN GROVE PLANTATION, any Unrestricted Reserves, or any future sections which may be hereafter established by Developer or his designee, to serve all of said properties as streets for access, ingress and egress to and from each lot or Unrestricted Reserve over and across said private streets to a street designated for public use. Said private streets are further dedicated as public utility easements. An easement is further granted to all police, fire protection, ambulance, garbage and trash collector pick-up vehicles and all similar persons to enter upon the private streets in the performance of their duties. Further, an easement is granted to the Association described in Article XII hereof, its officers, agent, employees, and to any management company selected by the Association to enter in or to cross over the private streets to perform the duties of maintenance and repair of said streets. FORT BEND COUNTY IS NOT AND WILL NOT BE RESPONSIBLE FOR MAINTENANCE OR REPAIR OF THE PRIVATE STREETS SHOWN ON THE PLAT OF THE GREENS AT PECAN GROVE PLANTATION. THE DEVELOPER SHALL MAINTAIN, UNDER BOND, THE PRIVATE STREETS UNTIL SUCH TIME AS THEY ARE DEDICATED TO THE HOMEOWNERS ASSOCIATION IN THIS AREA. THE HOMEOWNERS ASSOCIATION WILL THEN ASSUME PERPETUAL RESPONSIBILITY FOR MAINTENANCE AND REPAIR OF THESE PRIVATE STREETS. Developer does hereby dedicate to the Association described in Article XII hereof the private streets for the purposes set forth in this paragraph.

IX.

NATURAL GAS

9.01 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 at the time of constructing such improvements shall pay to Entex, Inc. the non-utilization of gas facilities charge set by 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 XIII of these Restrictions, which lien shall only be extinguished by payment of such charge.

X.

ELECTRICAL SERVICE

10.01 An underground electric distribution system will be installed in THE GREENS AT PECAN GROVE PLANTATION, SECTION II Subdivision designed herein as the "Underground Residential Subdivision", which underground service area embraces all of the lots which are platted in THE GREENS AT PECAN GROVE PLANTATION, SECTION II Subdivision, 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 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 designed 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.

10.02 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 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 to exclude mobile homes) which are built for sale or rent and all which multiple dwelling unit structures are wired so as to provide for separate metering to each dwelling unit.

10.03 The provisions of the two preceding paragraphs also apply to any future residential development in property annexed into THE GREENS AT PECAN GROVE PLANTATION Subdivision.

XI.

PECAN GROVE PLANTATION PROPERTY OWNERS ASSOCIATION

MEMBERSHIP

11.01 Every person or entity who is a record owner of any of the properties in THE GREENS AT PECAN GROVE PLANTATION, SECTION II, all of which properties are subject or will be subject upon the completion of improvements thereon, to the maintenance assessment by the PECAN GROVE PLANTATION PROPERTY OWNERS ASSOCIATION (Annual Assessments and Special Assessments) including contract sewers, shall be a member of the PECAN GROVE PLANTATION PROPERTY OWNERS ASSOCIATION, and shall be subject to the maintenance assessments of the PECAN GROVE PLANTATION PROPERTY OWNERS ASSOCIATION, which maintenance assessments shall be secured by the lien described in paragraph 13.01 hereof, which lien shall be enforceable by PECAN GROVE PLANTATION PROPERTY OWNERS ASSOCIATION with regard to the assessments due PECAN GROVE PLANTATION PROPERTY OWNERS ASSOCIATION. For detailed information on the laws, by-laws, and maintenance assessments for PECAN GROVE PLANTATION PROPERTY OWNERS ASSOCIATION, reference is hereby made for said purposes to the Reservations, Restrictions, and Covenants for Pecan Grove Plantation, Section 4, recorded in Volume 1015, Page 13, Deed Records, Fort Bend County, Texas, to which reference is here made. 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.

XII.

THE GREENS AT PECAN GROVE PLANTATION HOMEOWNERS ASSOCIATION

MEMBERSHIP

12.01 Every person or entity who is a record owner of any of the properties which are subject or which will be subject upon the completion of improvements thereon, to the maintenance charge assessments by THE GREENS AT PECAN GROVE PLANTATION HOMEOWNERS ASSOCIATION, hereinafter called "the Association" (Annual Assessments and Special Assessments) including contract sewer 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 these having only an interest in the mineral estate. No owner shall have more than one membership. Membership shall be appurtenant to and may not be separated from ownership of the land which is subject to assessment by the Association. Ownership of such land shall be the sole qualification for membership.

VOTING RIGHTS

12.02 The Association shall have two classes of membership.

Class A. Class A members shall be all those Owners as defined in Paragraph 12.01, with the exception of the Developer. Class A members shall be entitled to one vote for each lot in which they hold the interest required for membership by Paragraph 12.01. When more than one person holds such interest in any Lot, all such persons shall be members. The vote for such lot shall be exercised as they among themselves determine, but in no event shall more than one vote be cast with respect to any lot.

Class B. The Class B member shall be Edward Guttman, Trustee, the Developer, as defined herein. The Class B member shall be entitled to three votes for each lot in which it holds the interest required for membership by Paragraph 12.01; provided, however, that the Class B membership shall cease and be converted to Class A membership on the happening of either of the following events, whichever occurs earlier:

- (a) When the total votes outstanding in the Class A membership equal the total votes outstanding in the Class B membership, or
- (b) On January 1, 1992.

The Class A and Class B members shall have no rights as such to vote as a class, except as required by the Texas Non-Profit Corporation Act, and both classes shall vote upon all matters as one group.

NON-PROFIT CORPORATION

12.03 The Association, a Texas non-profit corporation, has been organized; and all duties, obligations, benefits, liens, and rights hereunder in favor of the Association shall vest in said corporation. All references hereto the "Board of Directors" shall refer to the Board of Directors of the Association.

BY-LAWS

12.04 The Association may make whatever rules or bylaws it may choose to govern the organization or operation of the Subdivision and use for enjoyment of the lots and any common area, provided that same are not in conflict with the terms and provisions hereof.

INSPECTION OF RECORDS

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

XIII.

MAINTENANCE ASSESSMENTS

CREATION OF THE LIEN AND PERSONAL OBLIGATION OF ASSESSMENTS

13.01 The Owner of any lot by acceptance of a deed therefor, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association: (1) annual assessments or charges (the "Annual Assessments"), and (2) Special Assessments for capital improvements, such assessments to be established and collected as hereinafter provided (the "Special Assessments"). The Annual and Special Assessments referred to above shall be used to create a fund to be known as the "Maintenance Fund", which shall be used as herein provided. Such charge shall also include amounts relating to recreational facilities, if any, in the Subdivision. The Annual and Special Assessments, together with interest, costs, and reasonable attorneys fees, shall be a charge on the land and shall be a continuing lien upon the property against which each such assessment is made. Each such assessment, together with interest, costs, and reasonable attorney's fees, shall also be the personal obligation of the person who was the owner of such property at the time when the assessment fell due. The personal obligation for delinquent assessments shall not pass to his successor in title unless expressly assumed by them. With respect 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 lots (herein referred to as the "Builder/Owner"), the Developer and/or Builder/Owner, provided that no portion of such lots has been used or occupied for residential purposes, shall be exempt from the payment of any Annual Assessment and Special Assessment imposed against such lots, provided that the financial stability of the Association will not be jeopardized by such exemption. The transfer of title of any lot by any Builder/Owner shall not result in the loss of such partial exemption from the Annual Assessments and Special Assessments to such succeeding transferee provided that such succeeding transferee is primarily engaged in the building and construction business and such transferee obtains the written consent of the Developer to a continued partial exemption from such Annual Assessments and Special Assessments, which approval shall not be unreasonably withheld.

The following property subject to these Restrictions shall be exempt from the assessments created herein:

- (a) All properties dedicated to and accepted by any local public authority, if any;
- (b) Any common areas; and
- (c) The Reserves shown on the plat, if any, unless single family residences are constructed on such Reserves, in which event each separately designated portion of such Reserves on which a residential dwelling is constructed shall be assessed in the same manner as the lots.

PURPOSE OF ASSESSMENTS

13.02 The assessments levied by the Association shall be used exclusively to promote the recreation, health, safety and welfare of the residents in the Subdivision and for the improvement and maintenance of any common area (including any recreational areas) within the Subdivision (the "Maintenance Area"). The responsibilities of the Association shall include but not be limited to the maintenance and repair of the walkways and screening fences (but not individually constructed fences), if any, constructing and maintaining parkways, rights of way, easements, esplanades, and other public areas, construction and operation of all street lights, repair and replacement of street and traffic signs, construction, purchase and/or operating expenses of recreation area, if any, maintenance of and repairs to private streets, payment of all legal and other expenses incurred in connection with the enforcement of all recorded charges, assessments and restrictions affecting the Subdivision to which the Maintenance Fund applies, payment of all reasonable and necessary expenses in connection with the collection and administration of the maintenance charge and assessment,

employing security and mosquito control services, if desired, caring for vacant lots and doing other things necessary or desirable in the opinion of the Association to keep the Subdivision in neat and in good order or which is considered of general benefit to the owners or occupants of the Subdivision. The use of the Maintenance Fund for any of these purposes is permissive and not mandatory. It is understood that the judgment of the Association in the expenditure of said funds shall be final and conclusvie so long as such judgment is exercised in good faith.

RATE OF ASSESSMENT

13.03 The Annual Assessment will be paid by the Owner or Owners of each lot within THE GREENS AT PECAN GROVE PLANTATION, in monthly installments, commencing on the first day of the month following conveyance of the first lot to a homeowner or following completion and occupancy of a permanent structure thereon. The rate at which each lot will be assessed will be determined annually, and may be adjusted from year to year by the Association as the needs of the Subdivision may, in the judgment of the Association, require; provided that such Annual Assessment will be uniform and in no event will such assessment or charge exceed \$50.00 per lot per month, or \$600.00 per lot per year, unless increased as provided below.

MAXIMUM ANNUAL ASSESSMENT

13.04 Until January 1, 1986, the maximum Annual Assessment shall be \$600.00 per lot. From and after January 1, 1986, the maximum Annual Assessment may not be increased each year more than 10% above the maximum Annual Assessment for the previous year without the written consent of the members of the Association entitled to cast not less than two-thirds (2/3) of the aggregate of the vote of both classes of membership or a two-thirds (2/3) vote of the aggregate of the votes of both classes of membership who are voting in person or by proxy, at a meeting duly called for this purpose. The Board of Directors may fix the Annual Assessment at an amount not in excess of the maximum, and shall fix the amount of the Annual Assessment against each lot at least thirty (30) days in advance of each Annual Assessment period, which shall begin on January 1st of each year. Written notice of the Annual Assessment shall be sent to every Owner subject thereto. The due dates shall be established by the Board of Directors.

SPECIAL ASSESSMENTS

13.05 If the Board of Directors at any time, and from time to time, determine that the Annual Assessments assessed for any period are insufficient to provide for the continued operation of the Subdivision or for other expenditures the Board of Directors is authorized to make under these Restrictions, then the Board of Directors shall have the authority to levy Special Assessments as it shall deem necessary to provide for such contained maintenance, operation and other expenditures. Without limiting the generality of the foregoing, such Special Assessments may be assessed because of casualty or other loss to any part of any common area, improvement of any common area, to make up for deficiencies caused by nonpayment of Annual Assessments by owners, or to pay ad valorem taxes. The Board of Directors shall have the right, without the approval of the owners, to levy a Special Assessment in the amount of up to ten percent (10%) of the Annual Assessments for the current fiscal year of the Association. No Special Assessment in excess of ten percent (10%) of the Annual Assessments for the current fiscal year of the Association shall be effective unless the same is approved in writing by owners holding not less than two-thirds (2/3rds) of the aggregate of the votes of both classes of membership of the Association (if there is still a Class B membership; otherwise, by not less than two-thirds (2/3rds) of the Class A members) at any meeting duly called for such purpose. Any such Special Assessment shall be payable (and the payment thereof may be enforced) in the manner herein specified for the payment and enforcement of the Annual Assessments, with the due dates for such Special Assessments being established by the Board of Directors.

EFFECT ON NONPAYMENT OF ASSESSMENTS

13.06 Any assessment (Annual or Special) not paid within thirty (30) days after the due date shall bear interest from the due date at the lesser of the rate of eighteen (18%) per annum or 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 assessments provided herein by non-use of the Maintenance Area or abandonment of his lot.

LIEN TO ENFORCE PAYMENT OF ASSESSMENTS

13.07 (a) In order to secure the payment of the assessments 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 assessments hereby levied, each owner of a lot in the Project, by such party's acceptance of a deed thereto, hereby grants the Association a lien on such lot which may be foreclosed on by non-judicial foreclosure and pursuant to the provisions of Article 3810 of the 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 Article 3810 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 Article 3810 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 no less than twenty-one (21) days prior to the date of which said sale is scheduled by posting such notice through the U.S. Postal Service, postage pre-paid, registered or certified, return receipt requested, properly addressed to such owner at the last known address of such owner according to the records of the Association. 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 assessment, 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 14.07 to comply with the provisions of said Article 3810 relating to non-judicial sales by Power of Sale, and in the event of the amendment of said Article 3810 hereafter, the President or any Vice President of the Association, acting without joinder of any other owner or mortgage 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 Article 3810.

(d) In addition to the right of the Board of Directors to enforce assessments, the Board of Directors may file a claim or 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 assessments 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 13.07 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 "institution 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 assessments or 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 assessments thereafter becoming due or from the lien thereof. Any other sale or transfer of a lot shall not affect the Association's lien for assessments. 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 Section 13.07, 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 Section 13.07 hereof.

XIV.

AMENDMENT

14.01 Except as otherwise provided by law, the provisions hereof may be amended by a written instrument executed and acknowledged by owners entitled to cast not less than two-thirds (2/3rds) of the aggregate of the votes of both classes of membership in the Association (if there is still a Class B membership; otherwise, by not less than two-thirds (2/3rds) of the Class A members), but no such amendment shall be effective until a written notice thereof is duly recorded in the Office of the County Clerk of Fort Bend County, Texas.

XV.

BINDING EFFECT

15.01 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 to the owners of the land affected, the Developer and the Association, and their respective heirs, executors, administrators, successors and assigns.

XVI.

MERGERS AND CONSOLIDATIONS

16.01 The Association may participate in mergers and consolidations with other non-profit corporations organized for the same purposes, provided that any such merger, consolidation or annexation shall have the consent (in writing or at a meeting duly called for such purpose) of those members

entitled to cast not less than two-thirds (2/3rds) of the aggregate of the votes of both classes of membership of the Association (if there is still a Class B membership; otherwise by not less than two-thirds (2/3rds) of the Class A members).

Upon a merger or consolidation of the Association with another association as provided in its Articles of Incorporation, the properties, rights and obligations may, by operation of law, be transferred to another surviving or consolidated association, or alternatively, the properties, rights and obligations of another association may, by operation of law, be added to the properties, rights and obligations of the Association as a surviving corporation pursuant to the merger. The surviving or consolidated association will be subject to the covenants and restrictions established by these Restrictions within the Subdivision, together with the covenants and restrictions established upon any other properties as one scheme. No such merger or consolidation, however, shall affect any revocation, change or addition to the covenants and restrictions established by these Restrictions with respect to the Subdivision, except as changed by amendment of these Restrictions.

XVII.

CORRECTION OF ERRORS

17.01 Developer reserves, and shall have the continuing right until the Developer's Class B membership is converted to Class A membership, without the consent of other owners or the representatives of any mortgagee (except as otherwise provided in this Article XVIII), to amend these Restrictions or the By-Laws for the purpose of clarifying or resolving any ambiguities or conflicts herein, or correcting any inadvertent misstatements, errors or omissions herein, provided that no such amendment shall change the voting rights, proportionate share of assessments or property description of any owner's mortgagee who did not join in the execution of such correction instrument.

XVIII.

APPROVAL OF LIENHOLDER

18.01 UNIVERSITY STATE BANK, the holder of the lien or liens on THE GREENS AT PECAN GROVE PLANTATION, SECTION II, 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, EDWARD GUTTMAN, TRUSTEE has caused these presents to be signed this 5th day of March, 1986.


EDWARD GUTTMAN, TRUSTEE

UNIVERSITY STATE BANK

By:  Senior Vice President

ATTEST:

Senior Vice President and
Cashier

THE STATE OF TEXAS *
COUNTY OF FORT BEND *

BEFORE ME, the undersigned authority, on this day personally appeared EDWARD GUTTMAN, 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 consideration therein expressed, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this 3rd day of March, 1986.



SANDRA G. HEARD
Notary Public in and for the State of Texas
My Commission Expires 3-29-88

Sandra G. Heard
Notary Public in and for
The State of Texas
My Commission Expires: 3-29-88

THE STATE OF TEXAS *
COUNTY OF HARRIS *

BEFORE ME, the undersigned authority, on this day personally appeared H.K. Dice, Jr., Senior-Vice President of UNIVERSITY STATE BANK, 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 consideration therein expressed, in the capacity therein stated, and as the act and deed of said University State Bank.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this 5th day of March, 1986.

Ret: ED GUTTMAN
2303 SAND LT.
RICHMOND, TX 77469

Susan Peterson
Notary Public in and for
The State of Texas
SUSAN PETERSON
Notary Public in and for the State of Texas
My Commission Expires: 6-5-88

FILED

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Dianna Wilson
COUNTY CLERK
FORT BEND COUNTY, TEXAS



APR 07 1986

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

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