DECLARATION

OF

COVENANTS, CONDITIONS AND RESTRICTIONS

PECAN GROVE PLANTATION

SECTION 20

TABLE OF CONTENTS

DECLARATION OF

RESERVATIONS, RESTRICTIONS AND COVENANTS

PECAN GROVE PLANTATION, SECTION 20

STATE OF TEXAS §
§ KNOWN ALL BY THESE PRESENTS
COUNTY OF FORT BEND §

That PECAN GROVE ASSOCIATES (hereinafter called "DEVELOPER", being the owner of that certain tract of land which has heretofore been platted into that certain subdivision known as "PECAN GROVE PLANTATION, Section 20," according to the plat of said subdivision recorded in the office of the County Clerk of Fort Bend County, Texas on the 23rd day of July, 1996 after having been approved as provided by law, and being recorded in Slide No. 1504 B, of the Map Records of Fort Bend County, Texas (the "Plat" or the "Recorded Plat"), and desiring to create and carry out a uniform plan and scheme for the improvement, development and sale of property in said PECAN GROVE PLANTATION, Section 20 (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, except that no part of the Reservations, Restrictions, and Covenants shall be deemed to apply in any manner to the areas shown as Restricted Reserve "A" nor to apply in any manner to any areas not included in the boundaries of said Plat.

ARTICLE I.

GENERAL PROVISIONS

Section 1. EXECUTED DEED. Each contract, deed or deed of trust that 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.

Section 2. EASEMENT - SET-BACK LINES. The utility easements and building set-back lines shown on the Plat referred to above are dedicated subject to the reservations hereinafter set forth.

Section 3. UTILITY EASEMENTS.

(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, the Association and the property owners in the Subdivision to allow for the construction, repair, maintenance and operations of a system or systems of electric light and power, telephone lines, gas, cable TV,

water, sanitary sewers, storm sewers, and any utility or service that the Developer or Association 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 and/or the Association, if applicable.

(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 and/or the Association, if applicable.

(d) The Developer and/or the Association, if applicable, 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, the Association, 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 driveways, sidewalks, shrubbery, trees, flowers, fences, or other property of the land owner situated on the land covered by said utility easements.

Section 4. DURATION AND AMENDMENT. Except as expressly amended pursuant to this Article I, Section 4 or Article X 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 the lots shown on the Plat, as may be amended ("Lots") shall have executed and recorded an instrument changing the provisions hereof, in whole or in part of, 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 the 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 as stated in Article X, Section 1.

Section 5. ENFORCEMENT. In the event of any violation or attempted violation of any of the provisions hereof, including any of the Reservations, Restrictions and 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, 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 - 12, 14 - 22, 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 to violate any of such provisions.

Section 6. PARTIAL INVALIDITY. 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 that 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.

Section 7. EFFECT OF VIOLATIONS ON MORTGAGEES. 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.

ARTICLE II.

ARCHITECTURAL CONTROL

Section 1. BASIC CONTROL.

(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 two (2) 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.

Section 2. ARCHITECTURAL CONTROL AUTHORITY.

(a) The authority to grant or withhold architectural control approval as referred to above with regard to new construction is vested in the Developer. The authority to grant or withhold architectural control approval as referred to above with regard to all other architectural matters is vested in the Association. "New construction" shall mean construction of a primary residence and all accompanying improvements such as garages or other car parking facilities, porches, servants' quarters, walks, driveways, curb cuts, terraces, culverts, fences, and the like, including construction of such improvements and buildings after destruction by fire, natural disaster, etc., but shall not include modifications, alterations or changes in the exterior of such improvements and buildings made thereto after completion of such original improvements and buildings. The authority of the Developer to approve new construction and/or the authority of the Association to approve all other architectural matters 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 or the Association, 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) No later than 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 and/or the Association 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. Only one vote may be exercised per Lot or building site. The Lot owner(s) 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(s) shall be entitled to one (1) vote for each whole Lot contained within such building site.

(c) The Developer and/or the Association, as applicable, 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 of such election (which shall be in Fort Bend County, Texas), not less than five (5) days prior to the holding thereof. Nothing shall be interpreted to require that the Developer or the Association actually file any such statement so long as the Developer 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 and the Association 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) It is the intent of this Section to allow for the creation of only one (1) PECAN GROVE PLANTATION Architectural Control Committee. However, it is possible that such Architectural Control Committee shall have architectural control authority over only new construction, over all other architectural matters other than new construction, or over both new construction and all other architectural matters. If the Developer chooses to turn over its architectural control over new construction to the Architectural Control Committee after the Association has already turned over its architectural control over all other architectural matters to such committee, or vice versa, and the Architectural Control Committee has already been elected, the Developer (or the Association) shall be assigning its architectural control authority to the Architectural Control Committee already in existence and shall have no right to cause a new committee to be elected if such an election is not otherwise required under this Declaration. 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, all architectural control authority shall pass to the Architectural Control Committee, if such authority has not already been passed to the Architectural Control Committee by the Developer and/or the Association at an earlier time.

(e) Votes of the owners shall be evidenced by written ballot furnished by the Developer or the Association (or the Committee, after the initial election) and the Developer or the Association (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.

(f) The results of each election shall promptly be determined on the bases of plurality vote of those owners then voting in such election.

(g) 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 the Association, as applicable, or by a majority of the Committee.

(h) 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 therefore designated by vote as set forth above.

(i) 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.

(j) 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 that is unreasonably long (in the exclusive judgment of the Developer or the Association), then the Developer or the Association, as applicable, may validly perform such function.

(k) 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 PROPERTY OWNERS' ASSOCIATION. All such sums payable as compensation and/or reimbursement shall be payable only out of the "Maintenance Fund," hereinafter referred to.

Section 3. EFFECT OF INACTION. Approval or disapproval as to architectural control matters as set forth in the proceeding provisions shall be in writing. In the event that the authority exercising the prerogative of approval or disapproval (whether the Developer, the Association 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, 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 thereof.

Section 4. EFFECT OF APPROVAL. 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, the Association 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, 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 constructed in accordance with such plans, 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 be an officer, owner or director of Developer.

Section 5. MINIMUM CONSTRUCTION STANDARDS. A ten (10) year or more warranty from a reputable, financially solvent home warranty company must be obtained. The selections of such home warranty company in regards to reputation and financial solvency shall be left to the absolute discretion of builders and owners. Furthermore, the Architectural Control Committee strongly suggests that owners and builders have frequent inspections made, or require their contractors to have inspections made, in order to control the quality of the improvement being constructed. However, neither the Association, the Architectural Control Authority or the Developer is responsible for procuring such inspections and will not be liable for any damage that may occur as a result of such inspections not being done or done improperly.

Section 6. VARIANCES. The Architectural Control Authority may authorize variances from compliance with any 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 which the variance is granted. However, the granting of a variance shall not operate to waive any of the provisions of these Reservations, Restrictions and Covenants 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.

Section 7. NOTICE OF NONCOMPLIANCE. If 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, 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 each action as may be necessary to remedy the noncompliance. If, for any reason other than the owner's affirmative acts or omissions, 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 or remedy the noncompliance 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 or remedy the noncompliance within forty-five (45) days after receipt of the Notice of Compliance or commence to remove or remedy such noncompliance in the case of a noncompliance which cannot reasonably be excepted to be removed within forty-five (45) days (provided that such owner diligently continues the removal or remedy of such noncompliance), the Board of Directors of the Association may, at its option, record a Notice of Noncompliance against the property on which the noncompliance exists, or may otherwise remove such noncompliance. The owner shall reimburse the Association, upon demand, for all expenses incurred therewith, which reimbursement obligation shall be 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 the Board of Directors to remedy or remove any noncompliance shall be in addition to all other rights and remedies that the Board of Directors may have at law, in equity, or under the Reservations, Restrictions and Covenants to cure such noncompliance.

Section 8. NO IMPLIED WAIVER OR ESTOPPEL. 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.

Section 9. DISCLAIMER. No approval of plans and specifications and no publication or designation of architectural standards shall ever be construed as representations or implying that such plans, specifications or standards will result in a properly designed structure or satisfy any legal requirements, including compliance with Article IV, Section 14.

ARTICLE III.

UTILITY EASEMENTS

Section 1. EASEMENTS.

(a) A ten foot (10') utility easement has been dedicated along the front of all Lots as shown on the Recorded Plat, except as otherwise indicated on the Recorded Plat.

(b) A ten foot (10') utility easement has been dedicated along all side lines adjacent to street right-of-ways of corner Lots, except as otherwise indicated on the Recorded plat, and along other side Lot side 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) An easement for the egress, maintenance, repair and operation of street lights is granted to Houston Lighting and Power. This easement is not shown on the recorded plat but will be more fully described in a grant of easement to be recorded in the Real Property Records of Fort Bend County, Texas. This easement, which is five feet (5') in width, lies along and adjacent the entire length of the southerly lot line of each of the following Lots:

Lots Three (3), Seven (7), Twelve (12) and Seventeen (17) in Block One (1)

Lots Two (2) and Three (3) in Block Two (2)

Lots Five (5), Nine (9), Eleven (11), Sixteen (16), Twenty-One (21), Twenty-Six (26), and Thirty-One (31) in Block Three (3)

(f) Other ground and aerial utility easements have been dedicated in accordance with the Recorded Plat, and by separate recorded easement.

(g) 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). The owner of each Lot 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. However, if a side Lot utility easement is adjacent to a street right-of-way, steps, air conditioning units and equipment may not be constructed, kept or maintained on such side Lot utility easement. The owner of each Lot shall be entitled to, at all times, cross, have access to 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 easement shall be responsible for any and all repairs to the paving, sidewalks, drives, steps and air conditioning units and equipment that 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, officer, 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 or any other improvements not approved by the Committee within any utility easements along the rear of such owner's Lot.

ARTICLE IV.

USE RESTRICTIONS

Section 1. SINGLE-FAMILY RESIDENTIAL CONSTRUCTION.

(a) No building shall be erected, altered or permitted to remain on any Lot other than one (1) detached 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 quarter structure shall not exceed the main dwelling in height or number of stories.

No Residential Dwelling shall be occupied by more than a single family. For purposes of this restriction, a single family shall be defined as any number of persons related by blood, adoption or marriage living with not more than one (1) person who is not so related as a single household unit, or nor more than two (2) persons who are not so related living together as a single household unit, and the household employees of either such household unit. It is not the intent of these Restrictions to exclude any individual from a Residential Dwelling who is authorized to so remain by any state or federal law. It if is found that this restriction, or any other provisions of these Restrictions, is in violation of any law, then the prohibited section shall be

interpreted to be as restrictive as possible to preserve as much of the original section as allowed by law.

(b) As used herein, the term "Residential Dwelling" shall be construed to prohibit mobile homes or trailers being placed on said Lots, and 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, whether for profit or not.

(d) No building of any kind or character shall ever be moved onto any Lot within the Subdivision except as otherwise permitted by Article IV, Section 21.

(e) All construction (new homes, additions, remodeling, and repairs) shall be completed within a reasonable length of time as determined in the sole discretion of the Architectural Control Committee. However, construction of any type must be completed within six (6) months from the time said construction was started.

Section 2. DESIGNATION OF LOT TYPES.

(a) Golf Course Lots: Block One (1), Lots One (1) through Twenty-One (21).

(b) Town and Country Lots: Block Two (2), Lots One (1) through Three (3) and Block Three (3), Lots One (1) through Thirty-Five (35).

Section 3. MINIMUM SQUARE FOOTAGE OF RESIDENCE. The living area of the main residential structure (exclusive of porches, whether open or screened, garages or other car parking facilities, terraces, driveways and servant's quarters) shall be as follows for each of the following described types of lots:

(a) The living area of each residential structure on Golf Course Lots shall not be less than 2500 square feet for a one-story dwelling, 2750 square feet for a two-story dwelling with a minimum of 1400 square feet thereof on the first floor.

(b) The living area of each residential structure on Town and Country Lots One (1) through Three (3) in Block Two (2) and Lot One (1) and lots Thirty One (31) through Thirty Five (35) shall not be less than 2500 square feet for a one-story dwelling, 2750 square feet for a two-story dwelling with a minimum of 1400 square feet thereof on the first floor.

(c) The living area of each residential structure on Town and Country Lots Two (2) through Thirty (30) in Block Three (3) shall not be less than 2300 square feet for a one-story dwelling, 2550 square feet for a two-story dwelling with a minimum of 1400 square feet thereof on the first floor.

Section 4. LOCATION OF THE IMPROVEMENTS UPON THE LOT. No residential structure, garage, carport or any other improvement shall be located on any Lot nearer to the front, rear, side or street side Lot building line shown on the Plat or nearer to the property lines

than the minimum building set-back lines shown in the table below. For purposes of this Declaration, eaves, steps, and unroofed terraces shall not be considered as part of a residential structure or other improvement. This covenant shall not be construed to permit any portion of a building foundation on a Lot to encroach upon an easement. The main Residential Dwelling on any Lot shall face the front of the Lot, except as described below or unless a deviation is approved in writing by the Committee.

Table of Building Set-back Requirements

Lot Designated	Front Building Setback	Rear Building Setback	Side Building Setback	Corner Lot Building Setback
Town & Country	25 ft. (1)	15 ft. (5,7)	5 ft.	10 ft. (4)
Golf Course	25 ft. (1)	15 ft. (2,6,7)	5 ft.	10 ft. (4)

(1) The front building setback for all lots fronting on the bulb of a cul-de-sac shall be 20 feet.

(2) No structure, out building, opaque fence, wall or hedge may be constructed within the rear building set back of Lots abutting the Golf Course.

(3) On corner lots, the front of the lot shall be defined as the principle side of the lot having the lesser street frontage. The side building set-back line will be measured on the side of the lot facing the larger street frontage.

(4) If a house on a corner lot is constructed with the front or main entrance facing the side with the larger street frontage the required set-back for both fronting sides will be 25 feet.

(5) A detached garage may be constructed with an 8 foot rear building set-back on Town & Country Lots.

(6) Any garage located on a Lot abutting the Golf Course must be attached to the main residence and must not be nearer to the front Lot line or rear lot line than the building set-back lines as set out for the residence and attached garage in this Article IV, Section 4.

(7) All attached garages shall open to the side or to the rear of the Lot upon which it is built, except that a garage may open to the front of the Lot if the front of the garage is set back at least fifteen feet (15') from the front of the main dwelling. All detached garages where permitted in Article III, Section 5 must be attached to the main residence with a covered concrete walk unless otherwise approved by the Architectural Control Authority.

Section 5. RESIDENTIAL FOUNDATION REQUIREMENTS. Minimum finished slab elevation for all structures shall be 86.6 feet 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 inches (18") above natural ground. For purposes of this instrument, the word "Lot" shall not be deemed to include any portion of any Reserve or Restricted Reserve in the Subdivision, regardless of the use made of such area.

Section 6. EXCAVATION AND TREE REMOVAL. 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.

Section 7. MASONRY REQUIREMENT. Without the prior approval of the Architectural Control Authority, no residence shall have less than fifty-one percent (51%) masonry construction or its equivalent, excluding window and door surfaces and garage doors, on its exterior wall area, except that detached garages may have wood siding on the sides and back of a type and design approved by the Architectural Control Authority.

Section 8. AIR CONDITIONING REQUIREMENT. 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.

Section 9. DISPOSAL UNIT REQUIREMENT. 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.

Section 10. ELECTRICAL HOUSE SERVICE. Only underground electrical service shall be available for Lots and no above-surface electric service wires will be installed outside of any structure. Underground electrical 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 feet (2-1/2') 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. 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.

Section 11. ROOFING REQUIREMENT. No external roofing material other than 260 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.

Section 12. DRIVEWAYS, SIDEWALK, CURBS, MANHOLES AND STORM SEWER INLET.

(a) Driveways shall be entirely of concrete and shall be constructed with a minimum width of nine feet (9') on the Lot. However, that portion of the driveway that lies between the property line (street right-of-way line) and the street curb shall be a minimum width of ten feet (10') and all driveways shall be constructed in accordance with detail, design and specifications as shown on Exhibit "A" attached hereto and made part hereof for all purposes. Concrete curbs are not to be broken when constructing the concrete driveway. All concrete curbs are to be saw cut and expansion joints installed in accordance with Exhibit "A" of these Restrictions.

(b) A concrete sidewalk four feet (4') in width, running parallel to the curvature of the street, located five feet (5') 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, reinforced with a single No. 4 rebar, using standard dowel placement, and poured (using five (5) sack concrete mix, to match existing curbs 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" attached to the Restrictions and made part hereof for all purposes. 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.

(e) Wheel chair ramp(s) are required to be constructed at corner lots for access to and from the sidewalks; 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 Article IV, Section 12 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 set out in Article IV, Section 12 (c), all prior to occupancy of the residence.

Section 13. BUILDING INSPECTIONS OF DRIVEWAYS, SIDEWALKS, CURBS, MANHOLES AND STORM SEWER INLETS.

(a) In order to control the quality of construction for work described in Article IV, Section 12, there is a requirement that there shall be a construction (building) inspection prior to and after the pouring of 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) inspection of driveways, sidewalks, curbs, manholes and storm sewer inlets. In the event construction requirements are incomplete or rejected at the time of inspection and it becomes necessary to have additional inspections, a fee, in amount to be determined by Developer, must be paid to Developer prior to each inspection of driveways, sidewalks, curbs, manholes and storm sewer inlets.

(b) Prior to a request for an inspection of driveways, sidewalks, curbs, manholes and storm sewer inlets, pursuant to this Article IV, Section 13 the builder of any residence, whether the owner or contractor, hereinafter referred to as the "Builder," is required to prepare the driveway and sidewalks complete with curb cuts, excavation, compaction, forms, steel and expansion joints as set out in Article IV, Section 12 and as shown in Exhibits "A" and "B" attached to these Restrictions and to complete the construction requirements for manholes, valves and storm sewer inlets as set out in Article IV, Section 12 and as shown in Exhibit "B" attached to these Restrictions. Builder shall not pour concrete for the driveways and sidewalks until after Developer or Developer's assignee approves such construction in writing to Builder.

(c) Builder must obtain a final construction inspection of concrete curbs, driveways, sidewalks, manholes and storm sewer inlets and approval of same in writing as set out in this Article IV, Section 13 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 Article IV, Sections 12 and 13.

Section 14. LOT DRAINAGE.

(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; he will make adequate provisions for property drainage in the event it becomes necessary to change the established drainage over his Lot. For the purpose hereof, "established drainage" is defined as the drainage that 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 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 prior written approval. In no case shall the street curb be broken to allow for drainage without first obtaining Architectural Control Authority written approval for the design and construction of an approved curb cut.

Section 15. LANDSCAPING.

(a) Before any landscaping shall be done on the front yard of any newly constructed dwelling, the landscape layout and plans shall have been first approved in writing by the Architectural Control Authority. Such landscaping is to be done in the parkway area (the right of way between the property line and curb) 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 $2,500.00 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.

Section 16. WALLS FENCES AND HEDGES. No wall, fence, planter or hedge in excess of two feet (2') high shall be erected, planted or maintained (i) nearer to the front property line than the front building set-back line or (ii) on corner Lots nearer to the side Lot line than the building set-back line parallel to said street. Except as otherwise provided in this Article IV, Section 16, no wall, fence, planter or hedge shall be more than six feet (6') high.

(a) Golf Course lots: To maintain the character of the Subdivision, no opaque wall, fence or hedge may be erected, planted or maintained within the area of the rear portion of the Lot, which includes the entire area from a line that extends across the rear of the residence and/or garage to and including each side Lot line, then to and including the rear Lot line. An ornamental iron or other decorative fence, as approved by the Committee may be constructed.

(b) Town & Country lots: A wood or other decorative fence, as approved by the Committee, may be constructed between the front building set-back line and the rear property line. All wood fences shall be constructed with first-quality wood, pressure-treated wood posts and stringers and shall be set in concrete and maintained in good repair with no missing boards, no sagging stringers, and no missing or leaning post(s).

(c) At the same time as a residence is constructed, an eight foot (8') cedar 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 5 through 35, Block 3	Fence to be constructed along rear property line.
Lots 4 and 5, Block 3	Fence to be constructed along north property line.

Wood fences must be constructed to the following specifications unless otherwise approved by the Architectural Control Authority.

(a) The posts shall be 4" x 4" pressure treated southern yellow pine (Grade No. 2) and set a minimum of three feet (3') in depth in a twelve inch (12") diameter concrete footing. The posts shall be equally spaced not greater than seven foot (7') on center.

(b) The fence shall have three 2" x 4" stringers. The stringers shall be pressure treated southern yellow pine (Grade No. 2).

(c) The notched top pickets (fencing material) shall be 1" x 7'6" No. 1 Select grade cedar. The pickets shall butt the below described 2" x 6" rot board.

(d) A 2" x 6" rot board shall be installed at ground level along the length of the fence so as to avoid the pickets from rotting as a result of moisture. The rot board shall be pressure treated southern yellow pine (Grade No. 2) and shall be beveled along the bottom edge.

(e) All wood fences shall be constructed with first quality wood, pressure treated wood posts and stringers and shall be set in concrete and maintained in good repair with no missing boards, no sagging stringers, and no missing or leaning post(s).

Section 17. SWIMMING POOLS. Above-ground swimming pools are prohibited. 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 a Lot 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 II hereof for other building improvements.

Section 18. REMOVAL OF TREES, TRASH AND CARE OF LOT DURING RESIDENCE CONSTRUCTION.

(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 are 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) 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. All such Lots shall be kept free of any trees, underbrush, trash, rubbish and/or any other materials during or after construction of building improvements thereon.

Section 19. CONTROL OF SEWAGE EFFLUENT. No outside toilets will be permitted, and no installation of any type device for disposal of sewage shall be allowed that would result in raw

or untreated or unsanitary sewage being carried onto streets or into any body of water. No septic tank or other means of sewage disposal will be permitted.

Section 20. COMPOSITE BUILDING SITE. Any owner of one or more adjoining Lots (or portions thereof) facing the same street or right of way may, with prior written approval of the Architectural Control Authority, consolidate such Lots or portions into one building site, with the privilege of placing or constructing improvements on such resulting site. If such consolidation is approved, 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 9,000 square feet in area (and this shall supersede 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 and at the expense and obligation of the owner. Upon such abandonment and upon receipt of written approval of the Architectural Control Authority, such composite building site shall thereupon be regarded as "Lot" for all purposes hereunder, until such time as the Lots are separated in any manner.

Section 21. USE OF TEMPORARY STRUCTURES.

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

(b) Until the Developer has sold all the other Lots in PECAN GROVE PLANTATION (and during the process 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.

Section 22. VISUAL OBSTRUCTION AT THE INTERSECTIONS OF PUBLIC STREETS. No object or thing that obstructs sight lines at elevations between two feet (2') and six feet (6') above the roadways within the triangular area formed by the intersecting street property lines and a line connecting them at points twenty-five feet (25') from the intersection of the street lines (or extensions thereof) shall be placed, planted or permitted to remain on corner Lots.

Section 23. DRYING OF CLOTHES IN PUBLIC VIEW. 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.

Section 24. LOT MAINTENANCE.

(a) All Lots shall be kept at all times in a sanitary, healthful and attractive condition. The owners or occupants of all Lots shall keep all weeds and grass thereon cut. In no event shall any Lot be used for storage of material or equipment except for normal residential requirements or incident to construction of improvements thereon as herein permitted. The accumulation of dead tree limbs, garbage, trash, rubbish of any kind is prohibited, as is burning any tree limbs, 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 Article IV, Section 18, such default continuing after ten (10) days written notice thereof to the owner, Builder, or occupant as applicable, the Developer or the Association (until the Committee is selected, and thereafter, the Committee) may, at its option and without liability to the owner 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, or 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. The Developer and/or Committee 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 Maintenance Lien, as described in Article VIII, Section 2) and shall be payable on the first day of the next calendar month with the regular monthly maintenance fee payment.

Section 25. PARKING AND STORAGE OF AUTOMOBILES, BOATS, TRAILERS AND OTHER VEHICLES. The parking of boats, boat trailers, cargo-type trailers, storage trailers, horse trailers, tractor 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. No automobiles or pickup trucks not to exceed one (1) ton in size 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.

Section 26. PROHIBITION OF OFFENSIVE ACTIVITIES.

(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 or street that may be or become an annoyance or nuisance to the neighborhood. No basketball goals or skateboard ramps may be erected, placed or used within the street right-of-way, which includes the areas adjacent to streets and sidewalks. As indicated above, no

Lot in the Subdivision shall be used for any commercial, educational, manufacturing, business or professional purpose whether for profit or not or 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 Subdivision 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.

Section 27. SIGNS, ADVERTISEMENTS AND BILLBOARDS.

(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 written approval of the Developer (until the Committee is selected, and thereafter, the Committee) and any such approval that is granted may be withdrawn at anytime, in which event, the party granted such permission shall immediately remove such structure.

(b) The Developer or the Association, (until the Committee is selected, and thereafter, the Committee) shall have the right but not the obligation, 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 that 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.

Section 28. ANTENNAS. No exterior antennas, aerials, satellite dishes, or other apparatus for the reception of television, radio, satellite or other signals of any kind shall be placed, allowed, or maintained upon any portion of a Lot, which is visible from any street, common area, other Lot or Golf Course, unless it is impossible to receive signals from said location. In that event the receiving devise may be placed in a visible location as approved by the ARC. The ARC may require as much screening as possible while not substantially interfering with reception. No satellite dishes shall be permitted which are larger than one (1) meter in diameter. No broadcast or MMDS antenna mast may exceed a height of over twelve feet (12') above the roof line. No exterior antennas, aerials, satellite dishes, or other apparatus shall be permitted which transmit television, radio, satellite or other signals of any kind shall be placed, allowed, or maintained upon any portion of the Property. The Declarant by promulgating this section is complying with the Telecommunications Act of 1996 ("the Act"), as may be amended from time to time. This section shall be interpreted to be as restrictive as possible while not violating the Act.

Section 29. ANIMAL HUSBANDRY. 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 or the Association, 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.

Section 30. MINERAL OPERATIONS. 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.

Section 31. RESIDENCE OR IMPROVEMENT DAMAGED BY FIRE OR STORM. 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.

Section 32. LICENSED VEHICLES WITH LICENSED OPERATORS. Only licensed vehicles with licensed operators will be permitted to be operated on the streets within the Subdivision.

Section 33. COMMON AREAS. 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.

Section 34. MAIL BOXES. The Architectural Control Committee reserves the right to approve the type, design and installation of any mail delivery deposit receptacles.

Section 35. WIND GENERATORS. No wind generators shall be erected or maintained on any Lot if said wind generator is visible from any other Lot, public street, lake, golf course or common area.

Section 36. SOLAR COLLECTORS. No solar collectors shall be installed without the prior written approval of the Architectural Control Authority. Such installation shall be in harmony with the design of the residence. Solar collectors shall be installed in a location not visible from the street in front of the residence.

Section 37. GARAGES. Garages that open to the front shall be set-back at least fifteen feet (15') from the front of the main dwelling.

ARTICLE V.

SPECIAL RESTRICTIONS - "GOLF COURSE LOTS"

In addition to the Use Restrictions set forth in Article IV 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.

Section 1. GARAGES. Any garage must be attached to the main residence. This requirement for an attached garage supersedes any contrary requirement in Article IV above. Garages that open to the front shall be set-back at least fifteen feet (15') from the front of the main dwelling.

Section 2. SET-BACK. All houses built on Golf Course Lots that 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 Article IV, Section 4 above.

Section 3. GRASS. Owners of Lots adjoining the golf course and driving range will not grow nor permit to grow varieties of grasses or other vegetation that, in the opinion of the Architectural Control Authority, is inimical to golf course grasses or vegetation. Such owners may, however, with the prior approval of the Architectural Control Authority, install barriers that 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.

Section 4. GOLF BALLS. Owners of golf course Lots hereby agree to hold Developer and the Association harmless for any damage to persons or property that may be caused by golf balls and/or golfers on the adjoining golf course.

ARTICLE VI.

NATURAL GAS

Section 1. NON-UTILIZATION FEE. 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-utilization house. In the event this non-utilization charge is not paid timely by the owner of the non-utilization 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 VIII, of these Restrictions, which lien shall only be extinguished by payment of such charge.

ARTICLE VII.

ELECTRICAL SERVICE

Section 1. UNDERGROUND RESIDENTIAL SUBDIVISION. An underground electric distribution system will be installed in PECAN GROVE PLANTATION Subdivision, Section 20, designated herein as the "Underground Residential Subdivision," which underground service area embraces all of the Lots that are platted in PECAN GROVE PLANTATION Subdivision,

Section 20, 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 designated by such company at the property line of each Lot. The electrical 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 homeowners 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 know as single phase, 120-140 volt, three wire, 60 cycle, alternating current.

Section 2. RESIDENTIAL SERVICE. The electric company has installed the underground electric distribution system in the Underground Residential Subdivision at no cost to the 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 designated 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 of which dwelling structures are wired so as to provide for separate metering to each dwelling unit.

Should the plans of the Developer, the Association 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 or Association 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 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.

Section 3. FUTURE DEVELOPMENT. The provisions of the two preceding paragraphs also apply to any future residential development in Reserve(s) shown on the Plat of PECAN GROVE PLANTATION Subdivision, Section 20, as such Plat exists at the execution of the agreements for underground electric service between the electric company and Developer of thereafter. Specifically, but not by way of limitation, if a lot owner in a former Reserve undertakes some action that would have invoked the above 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).

ARTICLE VIII.

MAINTENANCE ASSESSMENTS

Section 1. CREATION OF THE LIEN AND PERSONAL OBLIGATION OF ASSESSMENTS. 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 attorney's fees, shall be a charge on the land and shall be a continuing contractual 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 an owner's successor in title unless expressly assumed by such successor. 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 that 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.

The transfer of title of any Lot by any Builder/Owner shall not result in the loss of such 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

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;

(c) The Reserves shown on the Plat, if any, unless single-family residences are constructed on such Reserves, in which event the separately designated portion of such Reserves on which a residential dwelling is constructed shall be assessed in the same manner as the Lots.

Section 2. MAINTENANCE CHARGES.

(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. 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) The exact amount of each Maintenance Charge will be determined by the Association during the month proceeding 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.

(c) 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 water line and a sanitary sewer line are extended by said 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 water line and sanitary sewer line. The Association, at its election, may require the payment of such utility charge annually in advance, subject to a prorated rebate in the event that a residence is completed during such year.

Payment of the aforesaid utility charge is and shall be secured by the same lien that secures the Maintenance Charge. The Association shall have the right, as its option, to contract with Houston Lighting & Power Company or the said utility District or both to collect the Maintenance 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.

(d) 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 construction business that 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 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. 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 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 reserves the right at all times, in their own judgment and discretion, to exempt any lot in the Subdivision from the Maintenance Charge; exercise of such judgment 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 1996 and shall not be increased by more than ten percent (10%) per annum after 1996 unless two-thirds (2/3) of the Association members agree in writing to increase said maximum Maintenance Charge. The Developer or the Association shall have the right at any time to discontinue or abandon such Maintenance Charge, without incurring liability to any person whosoever by filing a written instrument in the office of the County Clerk of Fort Bend County, Texas, declaring any such discontinuance or abandonment.

(e) The Maintenance Charge collected shall be paid into the Maintenance Fund to be held and used for the benefit, directly or indirectly, of the Subdivision. Such Maintenance Fund may be expended by the Association for any purposes that, in the judgment of the Association, will tend to maintain the property values in the Subdivision, including, but not limited to, street lighting providing for the enforcement of the provisions of this instrument, including these 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, and benefit of any recreational facilities that 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; the decision of the Association with respect thereto shall be final, so long as made in good faith

Section 3. EFFECT OF NONPAYMENT OF ASSESSMENTS. Any assessments (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 percent (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 assessment by non-use of any common areas or recreational facilities available for use by Owners of Subdivision or the abandonment of his Lot.

Section 4. LIEN TO ENFORCE PAYMENT OF ASSESSMENTS.

(a) In order to secure the payment of the assessment hereby levied, a maintenance assessment 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, whether recited in such deed or not, which lien shall be enforceable through appropriate judicial and non-judicial proceedings by the Association. As additional security for the payment of the assessments hereby levied, each owner of a Lot in the Subdivision, by such party's acceptance of a deed thereto, hereby grants the Association a contractual lien on such Lot that may be foreclosed on by non-judicial foreclosure pursuant to the provisions of Section 51.002, Texas Property Code, as then amended, and such owner hereby expressly grants the Association a power of sale in connection therewith. The Association retains the right to bid on and purchase such foreclosed upon Lot at any such foreclosure sale. The Association shall, whenever it proceeds with non-judicial foreclosure pursuant to the provisions of said Section 51.002 of the 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 of the 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 prepaid, 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. 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 attorney's 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. Third, the remaining balance shall be paid to such owner. Following any such foreclosures, 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 issuance of a writ of restitution thereunder.

(b) In addition to foreclosing the lien hereby retained, in the event of nonpayment of any 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 Article VIII, Section 4 to comply with the provisions of said Section 51.002 of the Texas Property Code relating to non-judicial sales by Power of Sale and, in the event of the amendment of said Section 51.002 of the 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 assessments, the Board of Directors may file a claim or lien Affidavit against the Lot of the delinquent owner or member by recording a notice ("Lien Affidavit") setting forth (a) the amount of the claim of delinquency, (b) the interest and costs of collection that have accrued thereon, (c) the legal description and street address of the Lot against which the lien is claimed and (d) the name of the owner thereof. Such Lien Affidavit shall be signed and acknowledged by an officer of the Association or other duly authorized agent of the Association. The Lien Affidavit shall continue until the amounts secured thereby and all subsequently accruing amounts are fully paid or otherwise satisfied. When all amounts claimed under the Lien Affidavit and all other costs and assessments that may have occurred subsequent to the filing of the Lien Affidavit 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 Article VIII, Section 4 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 that 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 that 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 advance written notice of the Association's proposed foreclosure of the lien described in this Article VIII, Section 4, which will be sent to the nearest known 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. 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 Article VIII, Section 4 hereof.

ARTICLE IX.

MEMBERSHIP IN ASSOCIATION

Section 1. MEMBERSHIP. Every person or entity who is a record owner of any Lot that is subject or that will be subject upon 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 Lot shall be the sole qualification for membership. If a building site is composed of more than one Lot as shown on the Recorded Plat, then the owner shall have one (1) membership for each whole Lot contained in the building site. 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 owner's of the Lots in the Association are set forth in the bylaws of the Association.

ARTICLE X.

AMENDMENT

Section 1. VOTING TO AMEND. Except as otherwise provided by law and in addition to the right of the owners to amend the Restrictions at the expiration of the initial forty (40) year period and any successive ten (10) year period as provided in Article I, Section 4 above, the provisions hereof may be amended at any time (including prior to the expiration of the applicable forty [40] year period) by a written instrument executed and acknowledged by owners entitled to cast not less than two-thirds (2/3) of the aggregate of the votes of both classes of membership in the Association, but no such amendment shall be effective until recorded in the Office of the County Clerk of Fort Bend County, Texas (and provided further that for such amendment to be effective, such amendment must reflect not more than 365 days between the notarial acknowledgment of the earliest Lot owner executing such amendment and the date of recording of such amendment).

ARTICLE XI.

BINDING EFFECT

Section 1. BINDING EFFECT. 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, legal representatives, successors and assigns.

ARTICLE XII.

CORRECTION OF ERRORS

Section 1. CLARIFYING AMBIGUITIES. Developer reserves, and shall have the continuing right until December 31, 1997, without the consent of the owner or the representatives of any mortgagee (except as otherwise provided in this Article XII), to amend these Restrictions 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 change the property description of the owner and such owner's mortgagee who do not join in the execution of such correction instrument.

ARTICLE XIII.

LIMITATION OF LIABILITY

Section 1. ARCHITECTURAL CONTROL COMMITTEE. 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.

ARTICLE XIV.

ANNEXATION OF ADDITIONAL PROPERTY

Section 1. INTO THE ASSOCIATION. The Developer shall have the right, but not the obligation, at any time and from time to time to subject any of the property described on the attached Exhibit "C" to the jurisdiction of the Association. Such annexation into the Association shall be accomplished by filing in the Real Property Records of Fort Bend County, Texas a Declaration of Covenants, Conditions and Restrictions for such Property, which

Declaration shall state that such property shall be subject to the jurisdiction of the Association. Such annexation shall not require the consent of the Association nor of any owner in the Subdivision, but such annexation shall require the consent of the owner of such property, if other than the Developer.

Section 2. ADDITION OR SUBTRACTION OF PROPERTY ONTO EXHIBIT "C". The Developer reserves the right to amend, in its absolute and sole discretion, Exhibit "C" at any time so as to add or subtract property from such Exhibit "C"; provided, however, that any such property added onto Exhibit "C" is either (1) platted as part of the Pecan Grove Plantation subdivision in the Real Property Records of Fort Bend County, Texas, or (2) such property is so geographically situated so as to make a reasonable extension of the existing Pecan Grove Plantation subdivision. Any such determination shall be presumed reasonable unless determined by a court of law by a preponderance of the evidence to be arbitrary, capricious or discriminatory.

Section 3. AMENDMENT OF THIS ARTICLE. This Article shall not be amended without the prior written consent of the Developer, so long as the Developer owns any property described in Exhibit "C".

Section 4. ASSIGNMENT. The Developer shall have the unilateral right to transfer to any other person or entity the right to annex additional property as is herein reserved to the Developer, provided that such transfer or assignee shall be the developer of at least a portion of the real property described in Exhibit "C" and that written evidence of such transfer is filed for record in the Real Property Records of Fort Bend County, Texas.

IN TESTIMONY WHEREOF, Pecan Grove Associates has caused these presents to be signed by its joint ventures, American General Realty Investment Corporation, Belcross, Inc., and J. B. Land Co., Inc. thereunto authorized this 30th day of January, 1997.

PECAN GROVE ASSOCIATES, Joint Venture composed of the following venturers:

APPROVED
AS TO CONTRACT COMPLIANCE
PER SPM NO. 132
LAW DEPARTMENT
AGC
CONTROL NO. L97-114
1-7-97

AMERICAN GENERAL REALTY
INVESTMENT CORPORATION,
a venturer

By: D Clapsaddle
Title: Don R. Clapsaddle
Vice President

BELCROSS, INC., a venturer

By: Marsha L. Cross
Marsha L. Cross, President

J. B. LAND CO., INC., a venturer

By: _____
J. B. Belin, Jr., President

STATE OF TEXAS §
§
COUNTY OF HARRIS §

BEFORE ME, the undersigned authority on this day personally appeared Don R. Clapsaddle Vice President of American General Realty Investment 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 and on behalf of the joint venture, Pecan Grove Associates.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the 10th day of Feb., 1997.

JACKIE WHITE
Notary Public, State of Texas
My Commission Expires
JUNE 20, 1999

_____
Notary Public in and for
HARRIS COUNTY, TEXAS

STATE OF TEXAS §
§
COUNTY OF FORT BEND §

BEFORE ME, the undersigned authority on this day personally appeared Marsha L. 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 she 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 and on behalf of the joint venture, Pecan Grove Associates.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the 30th day of January, 1997.

MARY WATKINS
Notary Public, State of Texas
My Commission Expires 5-03-99

_____
Notary Public in and for
FORT BEND COUNTY, TEXAS

STATE OF TEXAS §
§
COUNTY OF FORT BEND §

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 and on behalf of the joint venture, Pecan Grove Associates.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the 30th day of January, 1997.

Mary Watkins

Notary Public in and for
FORT BEND COUNTY, TEXAS

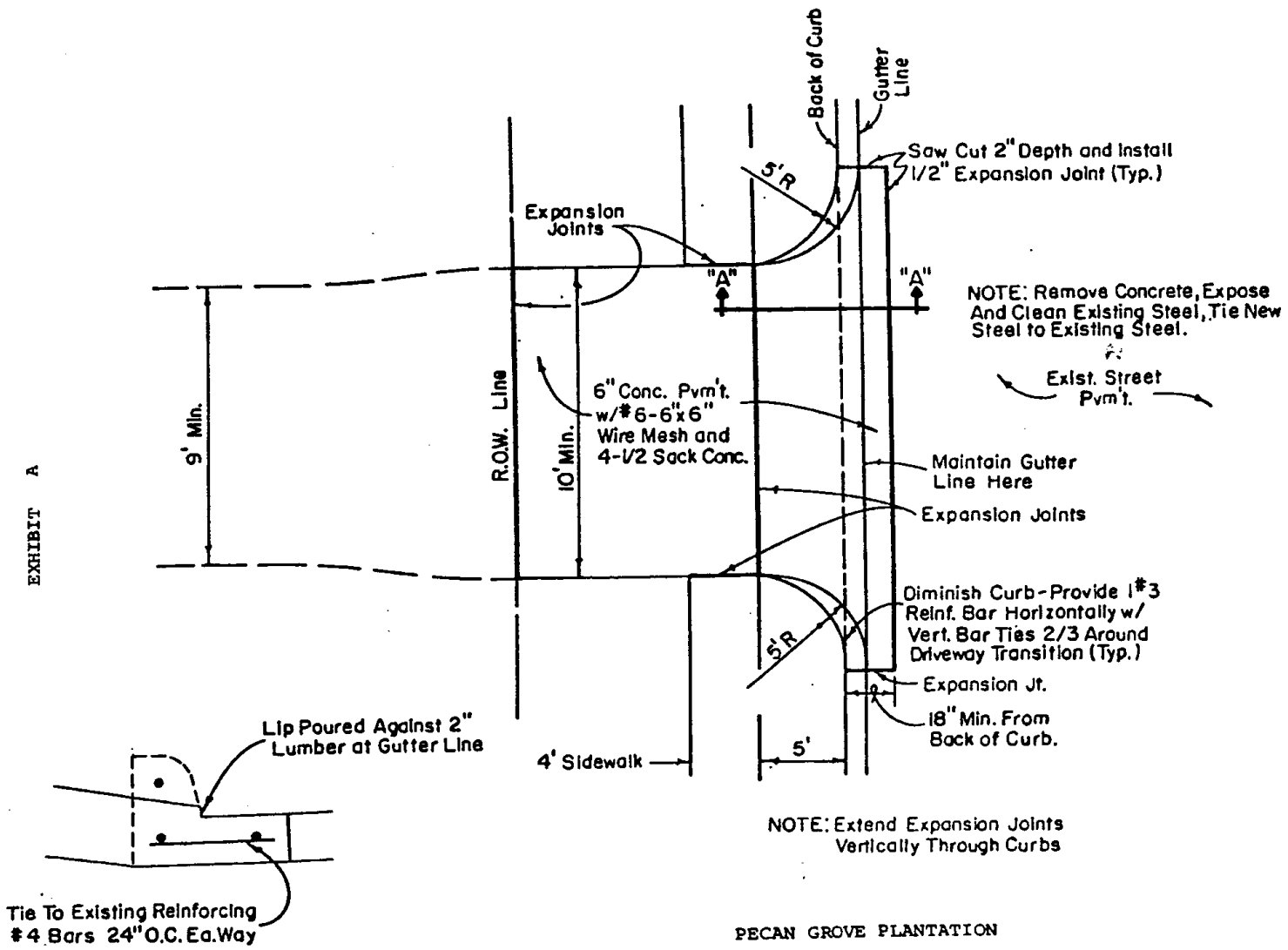
F:\REAL\HOA\PECANGR\20-DECL.DOC

MARY WATKINS
Notary Public, State of Texas
My Commission Expires 5-03-99

After Recording
Return to:

Pecan Grove Associates
c/o: Fort Bend Title Company
1305 FM 359, Suite C
Richmond, Texas 77469

EXHIBIT A



SECTION "AA"

PECAN GROVE PLANTATION

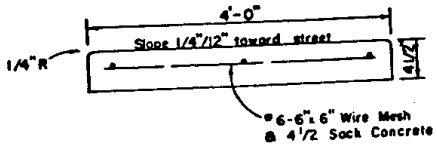
CONCRETE DRIVEWAY DETAIL

N.T.S.

AS PER ORIGINAL

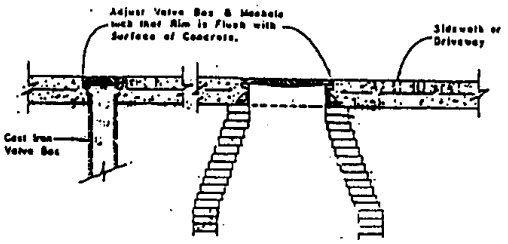
CONCRETE CURB REPAIR REQUIREMENTS

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 overlayed 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.

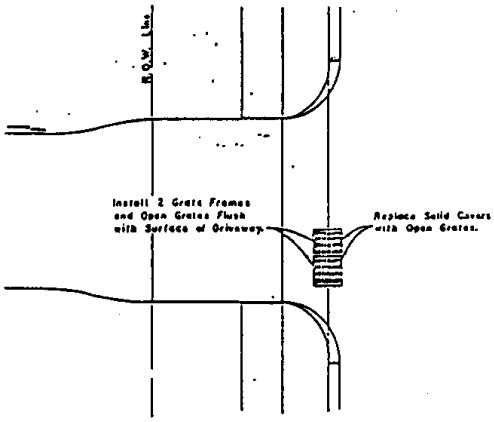


CONCRETE SIDEWALK DETAIL

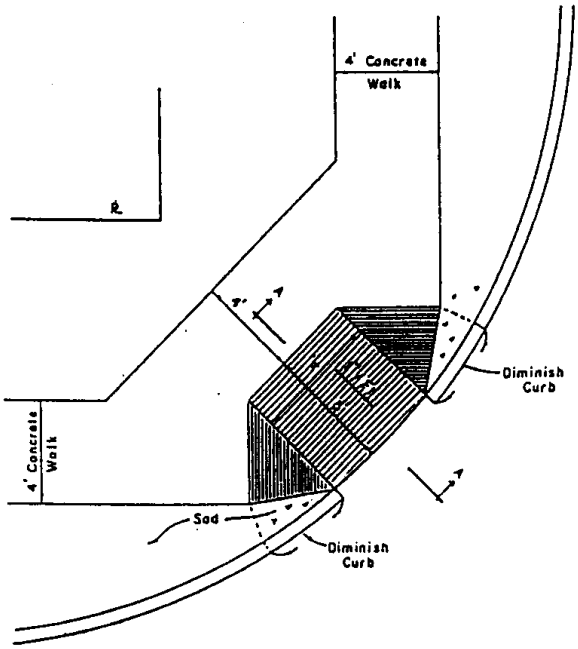
EXHIBIT "B"



WATER VALVE (BOX AND MANHOLE IN SIDEWALK OR DRIVEWAY

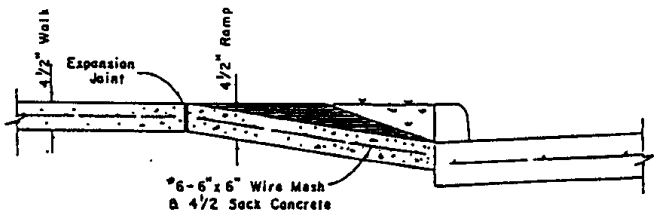


INLET IN DRIVEWAY



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 roughened w/ a broom finish.



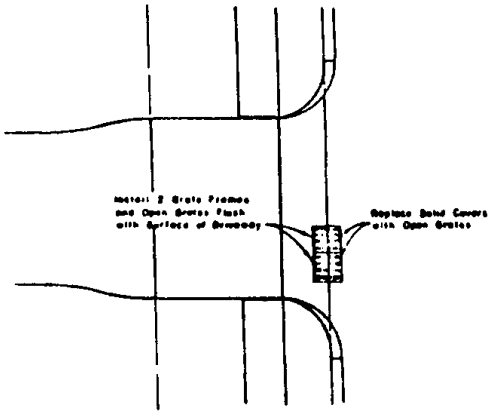
SECTION A-A

AS PER ORIGINAL

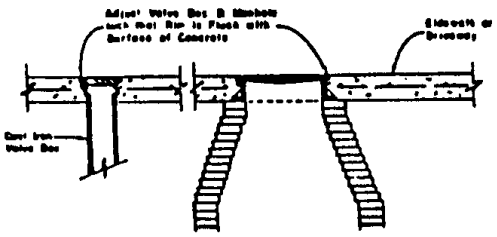
WHEEL CHAIR RAMP

EXHIBIT "C"

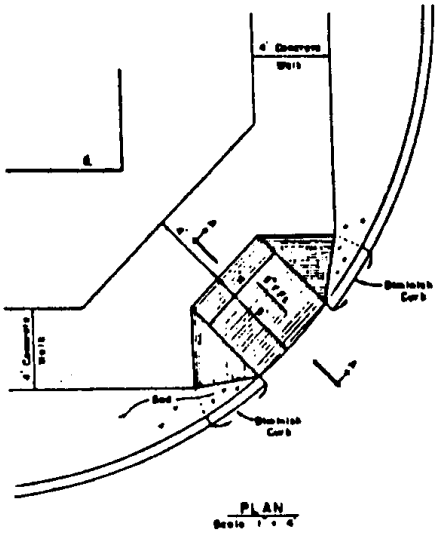
PECAN GROVE PLANTATION



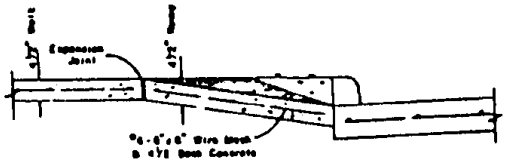
INLET IN DRIVEWAY



WATER VALVE BOX AND
MANHOLE IN SIDEWALK OR DRIVEWAY



PLAN



SECTION A-A

AS PER ORIGINAL

WHEEL CHAIR RAMP

FIRST AMENDMENT TO THE

DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS FOR

PECAN GROVE PLANTATION SECTION 20

This First Amendment to the Declaration of Covenants, Conditions and Restrictions for Pecan Grove Plantation Section 20 (the "First Amendment") is made this the 8th day of April, 1999 by Pecan Grove Associates, Inc. (hereinafter referred to as "Declarant");

WITNESSETH

WHEREAS, Declarant filed that certain Declaration of Covenants, Conditions and Restrictions for Pecan Grove Plantation Section 20, which is recorded under Clerk's File No. 9709007 of the Official Public Records of Fort Bend County, Texas ("Declaration"); and

WHEREAS, pursuant to the terms of Article X, the Declaration may be amended by a written instrument executed and acknowledged by owners entitled to cast not less than two-thirds (2/3) of the aggregate of the votes of both classes of membership in the Association;

WHEREAS, pursuant to the terms of Article IX, every person or entity who is a record owner of any Lot shall be a member of the Association;

NOW THEREFORE, pursuant to the terms of the Declaration, the Declarant being the owner of forty-seven (47) Lots, is entitled to cast approximately eighty percent (80%) of the aggregate of the votes of both classes of membership in the Association:

Article IV, Section 4, Paragraph (7) which currently reads as follows:

(7) All attached garages shall open to the side or to the rear of the Lot upon which it is built, except that a garage may open to the front of the Lot if the front of the garage is set back at least fifteen feet (15') from the front of the main dwelling. All detached garages where permitted in Article III, Section 5 must be attached to the main residence with a covered concrete walk unless otherwise approved by the Architectural Control Authority.

is hereby amended and will hereafter read as follows:

(7) All detached garages where permitted in Article III, Section 5 must be attached to the main residence with a covered concrete walk unless otherwise approved by the Architectural Control Authority. All other garages shall be located upon the Lot as approved by the Architectural Control Authority.

If any provision of this First Amendment is found to be in conflict with the Declaration, this First Amendment shall control.

IN WITNESS WHEREOF, this First Amendment to the Declaration of Covenants, Conditions and Restrictions for Pecan Grove Plantation Section 20 is executed as of the 8th day of April, 1999.

DECLARANT: PECAN GROVE ASSOCIATES,
Joint Venture composed of the following venturers:

BELCROSS, INC., a venturer

Marsha L. Cross

By: Marsha L. Cross
Title: President

J .B LAND CO., INC., a venturer

By: J.B. Belin, Jr.
Title: President

STATE OF TEXAS §
§
COUNTY OF FORT BEND §

BEFORE ME, the undersigned authority on this day personally appeared Marsha L. 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/she 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 and on behalf of the joint venture, Pecan Grove Associates.

GIVEN UNDER MY HAND and seal of office, this the 8th day of April, 1999.

Mary Watkins
Notary Public – State of Texas

MARY WATKINS
MY COMMISSION EXPIRES
May 3, 2003

STATE OF TEXAS §
§
COUNTY OF FORT BEND §

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/she 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 and on behalf of the joint venture, Pecan Grove Associates.

GIVEN UNDER MY HAND and seal of office, this the 8th day of April, 1999.

Mary Watkins
Notary Public – State of Texas

After Recording, Return To:

Pet To:

Marc D. Markel
Roberts, Markel & Folger, L.L.P.
24 Greenway Plaza, Suite 2000
Houston, Tx. 77046

MARY WATKINS
MY COMMISSION EXPIRES
May 3, 2003

F:\REAL\HOA\PECANGR\Sec.20-First Amend..doc

FILED AND RECORDED
OFFICIAL PUBLIC RECORDS

THIS DOCUMENT WAS FILED BY
RETURNED TO:

FORT BEND TITLE COMPANY

2-13-97 04:02 PM 9709007
CT $85.00
DIANNE WILSON, County Clerk
FORT BEND COUNTY, TEXAS