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581 PAGE 85

Reservations, Restrictions and Covenants

PECAN GROVE PLANTATION, SECTION 3

STATE OF TEXAS X

KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF FORT BEND X

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 Three", according to the plat of said subdivision recorded in the office of the County Clerk of Fort Bend County, Texas, on the 28th day of January , after having been approved as provided by law, and being recorded in Volume 24 Page 11 of the Map Records of Fort Bend County, Texas, and desiring to create and carry out a uniform plan and scheme for the improvement, development and sale of property in said PECAN GROVE PLANTATION, Section Three (hereinafter referred to as "The Subdivision), does hereby adopt, establish, promulgate and impress the following Reservations, Restrictions and Covenants, which shall be and are hereby made applicable to the Subdivision, except that no part of these Reservations, Restrictions and Covenants shall be deemed to apply in any manner in any areas not included in the boundaries of said plat.

I.

GENERAL PROVISIONS

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

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

1.03 (a) The utility easements shown on the recorded plat are dedicated with the reservation that such utility easements are for the use and benefit of any public utility operating in Fort Bend County, Texas, as well as for the benefit of the Developer and the property owners in the Subdivision to allow for the construction, repair, maintenance and operation of a system or systems of electric light and power, telephone lines, gas, water, sanitary sewers, storm sewers, and any other utility or service which the Developer may find necessary or proper.

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

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

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

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

DURATION

1.04 The provisions hereof, including the Reservations, Restrictions and Covenants herein set forth, shall run with the land and shall be binding upon the Developer, its successors and assigns, and all persons or parties claiming under it or them for a period of thirty-five (35) years from the date hereof, at which time all of such provisions shall be automatically extended for successive periods of ten (10) years each, unless prior to the expiration of the initial period of thirty-five (35) years or a successive period of ten (10) years, the then owners of a majority of lots in the Subdivision shall have executed and recorded an instrument changing the provisions hereof, in whole or in part, the provisions of said instrument to become operative at the expiration of the particular period in which such instrument is executed and recorded, whether such particular period be the aforesaid thirty-five (35) year period or any successive ten (10) year period thereafter.

ENFORCEMENT

1.05 In the event of any violation or attempted violation of any of the provisions hereof, including any of the Reservations, Restrictions or Covenants herein contained, enforcement shall be authorized by any proceedings at law or in equity against any person or persons violating or attempting to violate any of such provisions, including proceedings to restrain or prevent such violation or attempted violation by injunction, whether prohibitive in nature or mandatory in commanding such compliance with such provisions; and it shall not be a prerequisite to the granting of any such injunction to show inadequacy of legal remedy or irreparable harm. Likewise, any person entitled to enforce the provisions hereof may recover such damages as such person has sustained by reason of the violation of such provisions. It shall be lawful for the Developer or for any person or persons owning property in the Subdivision (or in any other Section of PECAN GROVE PLANTATION) to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any of such provisions.

PARTIAL INVALIDITY

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

EFFECT OF VIOLATIONS ON MORTGAGEES

1.07 No violation of the provisions herein contained, or any portion thereof, shall affect the lien of any Mortgage or Deed of Trust presently or hereafter placed of record or otherwise affect the rights of the Mortgagee under any such Mortgage, the holder of any such lien or beneficiary of any such Deed of Trust; and any such Mortgage, lien, or Deed of Trust may, nevertheless, be enforced in accordance with its terms, subject, nevertheless, to the provisions herein contained, including said Reservations, Restrictions, and Covenants.

II.

ARCHITECTURAL CONTROL

BASIC CONTROL

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

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

ARCHITECTURAL CONTROL AUTHORITY

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

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

The Developer shall be obligated to arrange for the holding of such election within sixty (60) days following the filing of the aforesaid Statement by the Developer in the Deed Records of Fort Bend County, Texas, and to give notice of the time and place of such election (which shall be in Fort Bend County, Texas) not less than five (5) days prior to the holding thereof. Nothing herein shall be interpreted to require that the Developer actually file any such Statement so long as it has not subdivided and sold the entirety of the property, nor to affect the time at which the Developer might take such action if, in fact, the Developer does take such action.

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

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

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

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

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

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

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

EFFECT OF INACTION

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

EFFECT OF APPROVAL

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

III.

SPECIAL UTILITY EASEMENT

3.01 A five (5) foot utility easement has been dedicated along all side lot lines, (except in Block 5, Lots 42-80 and Block 7, Lots 4-38 which are designated as Patio Lots and contain such side lot line easements as dedicated on the recorded plat of Pecan Grove Plantation, Section 3 and except for the east side lot line of Lot 26, Block 30 which shall not have a five (5) foot utility easement dedicated within said lot and along said line) and a five (5) foot utility easement across the front of all lots. The Owner of each lot shall have the right to construct, keep and maintain paving, sidewalks, drives, blacktopping, etc., across such easements from time to time and shall be entitled to cross such easements at all times for the purpose of gaining access to such lots.

DEED
581 PAGE 39

IV.

DESIGNATION OF TYPES OF LOTS

4.01 All lots in the Subdivision having a common boundary with any portion of the golf course as shown on the recorded plat or other sections of PECAN GROVE PLANTATION as platted are hereby designated as "Golf Course Lots". Block 5, Lots 117 through and including 144, Block 13, Lots 42 through 65, Lot 67 and 68, Lot 75 and 76 and Block 30, Lots 1 through 26 are hereby specifically designated as "Golf Course Lots", in addition to any other lots falling within the general description.

4.02 Lots 42 through 80, Block 5 and Lots 4 through 38, Block 7, are hereby designated as patio lots. Further information and restrictions are set up in paragraph VII.

4.03 All lots in the Subdivision not being Golf Course Lots or Patio Lots are hereby designated as "Town and Country Lots".

V.

GENERAL RESTRICTIONS

5.01 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 servants quarters; provided however, that the servant's quarters structure shall not exceed the main dwelling in area, height or number of stories. Minimum finished slab elevation for all structures shall be 81.5 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 18 inches above natural ground. For purposes of this instrument, the word "lot" shall not be deemed to include any portion of any Reserve or Unrestricted Reserve, regardless of the use made of such area.

5.02 The living area of the main residential structure (exclusive of porches, whether open or screened, garage or other car parking facility, terraces, driveways and servant's quarters) shall be not less than the following respective amounts for each of the designated particular types of lots:

Golf Course Lots: 2,400 sq. ft. for a one-story dwelling; 2,600 sq. feet for a two-story dwelling, with 1,200 sq. ft. thereof on the first floor.

Town and Country lots: 2,000 sq. ft. for a one-story dwelling; 2,200 sq. ft. for a two-story dwelling, with 1,200 sq. ft. thereof on the first floor.

Patio Lots: 1,500 sq. ft. for a one-story dwelling; 1,750 sq. ft. for a two-story dwelling, with 1,000 sq. ft. thereof on the first floor.

5.03 No building shall be located on any lot nearer to the front line or nearer to any street side-line than the minimum building set-back lines shown on the aforesaid plat nor upon or within any portion of any easement. Subject to the provisions of Paragraph 5.04 and 7.03, no building shall be located nearer than five (5) feet to an interior side lot line (except that Lot 26, Block 30 does not have a minimum building set-back line along the east side lot line of said lot). For the purpose of this covenant, eaves, steps and unroofed terraces shall not be considered as part of a building; provided, however, that this shall not be construed to permit any portion of the construction on a lot to encroach upon another lot. For the purposes of this Paragraph and other provisions of these Restrictions, the "front line" is the common boundary of any lot with a street, and in the case of a corner lot (with a common boundary on two streets or one street and a cul-de-sac) the boundary from which the building set back distance is larger.

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

5.04 Any owner of one or more adjoining lots (or portions thereof) may consolidate such lots or portions into one building site, with the privilege of placing or constructing improvements on such resulting site, in which case side set-back lines shall be measured from resulting side property lines rather than from the lot lines as indicated on the recorded plat. Any such composite building site must have a frontage at the building set-back line of not less than the minimum frontage of lots in the same block. Any such composite building site (or building site resulting from the remainder of one or more lots having been consolidated into a composite building site) must be of not less than nine thousand (9,000) square feet in area (and this shall supercede any contrary provision in the Subdivision plat). Any modification of a building site (changing such building site from either a single lot building site or from a multiple whole lot building site), whether as to size of configuration, may be made only with the prior written approval of the Architectural Control Authority. In addition, the side lot line utility easement must be abandoned in accordance with the law. Upon such abandonment, such composite building site shall thereupon be regarded as a "lot" for all purposes hereunder.

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

5.06 At the time of initial construction of improvements on any lot in the Subdivision, the owner of each lot shall expend not less than $500.00 for planting of grass and shrubbery and other landscaping work; and such grass, shrubbery, and landscaping shall be maintained in an attractive condition at all times.

5.07 No structure of a temporary character, trailer, camper, camper trailer, motor vehicle, basement, tent, shack, garage, barn, or other outbuilding shall be used on any lot at any time as a residence, except, however, that a garage may contain living quarters for bona fide servants and except also that a field office, as hereinafter provided may be established.

Until the Developer has sold all other lots in PECAN GROVE PLANTATION (and during the progress of construction of residences in the Subdivision), a temporary field office for sales 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 consent of the Architectural Control Authority.

5.08 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 may be kept as household pets provided they are not kept, bred or maintained for commercial purposes and provided they do not constitute a nuisance and do not, in the sole judgment of the Developer, constitute a danger or potential danger or cause actual disruption of other lot owners, their families or guests. All pets shall be confined to their owner's premises or be on a leash and accompanied by their owner and/or other responsible person.

5.09 Where a wall, fence, planter or hedge is not specifically prohibited under the Special Restrictions set forth in VI and VII below, the following (as to any permitted wall, fence, planter or hedge) shall apply; No wall, fence, planter or

hedge in excess of two (2) feet high shall be erected or maintained nearer to the front lot line than the front building set back line, nor on corner lots nearer to the side lot line than the building set back line parallel to the side street. No rear fence, wall or hedge and no side fence, wall or hedge located between the side building line and the interior lot line (or located on the interior lot line) shall be more than six (6) feet high.

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

5.10 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.

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

In the event of default on the part of the owner or occupant of any lot in observing the above requirements or any of them, such default continuing after ten (10) days written notice thereof, the Developer (until the Committee is selected, and thereafter, the Committee) may, without liability to the owner or occupant in trespass or otherwise, enter upon (or authorize one or more others to enter upon) said lot, and cause to be cut, such weeds and grass, and remove or cause to be removed such garbage, trash and rubbish or do any other thing necessary to secure compliance with these restrictions, so as to place said lot in a neat, attractive, healthful and sanitary condition, and may charge the owner or occupant of such lot for the reasonable cost of such work and associated materials. Payment thereof shall be collected by adding the charges to the maintenance fee (secured by Vendor's Lien, as described in Paragraph 8.06) and shall be payable on the first day of the next calendar month with the regular monthly maintenance fee payment.

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

The Developer until the Committee is selected, and thereafter, the Committee, shall have the right to or to authorize an agent in its stead to do so, to remove and dispose of any such prohibited sign, advertisement, billboard or advertising structure which is placed on any lot, and in doing so shall not be subject to any liability for trespass or other tort in connection therewith or arising from such removal nor in any way be liable for any accounting or other claim by reason of the disposition thereof.

5.13 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.

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

5.16 No external roofing material other than No. 1 cedar wood shingles or 340 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 Committee.

5.17 Driveways shall be entirely of concrete (except, however, some other material may be used with the prior permission of the Architectural Control Authority) and shall be constructed with a minimum width of nine (9) feet with expansion joints not more than twenty (20) feet apart, with one joint at the back of the street curb. The width of each driveway shall flair to a minimum of sixteen (16) feet and the curb shall be broken in such a manner that the driveway shall be at least four (4) inches thick at its end toward the street paving, and this extreme shall be poured against a horizontal form board to reduce the unsightly appearance of a raveling driveway.

A sidewalk four (4) foot in width, running parallel with the street, located five (5) feet back from the curb, and in line with any existing sidewalks shall be required on all lots.

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

5.19 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, 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. This provision shall not in any manner be deemed to apply to the Reserved or to any land owned by the Developer whether adjacent hereto or not.

5.20 Only licensed vehicles with licensed operators will be permitted on the public streets.

VI.

SPECIAL RESTRICTIONS - GOLF COURSE LOTS

6.01 In addition to the General Restrictions set forth in V above, the following restrictions shall apply to Golf Course Lots:

(a) Only underground electric service shall be available for said lots and no above surface electric service wires will be installed outside of any structure. Underground electric service lines shall extend through and under said lots in order to serve any structure thereon, and the area above said underground lines and extending 2½ feet to each side of said underground line shall be subject to excavation, refilling and ingress and egress for the installation, inspection, repair, replacing and removing of said underground facilities by such utility company; and owners of said lots shall ascertain the location of said lines and keep the area over the route of said lines free of excavation and clear of structures, trees or other obstructions.

(b) No wall, fence, planter, hedge (or other improvement or object serving a like or similar purpose) shall be constructed or permitted without the prior written consent of the Developer. In no event shall the Developer approve any of the aforesaid along or near any lot line.

(c) Any garage must be attached to the main residence. This requirement for an attached garage supercedes any contrary requirement in V above.

(d) All houses built on Golf Course Lots which have a common boundary with the Golf Course and two streets shall face the common boundary of the Lot and the

street from which the building set back distance is larger, unless a deviation from this provision is approved by the Architectural Control authority (whether developer or Architectural Control Committee). The provisions of this subsection shall control the provisions of 5.03 (b) above.

(e) No part of any house or garage built on a Golf Course Lot shall be permitted or constructed nearer to the common boundary of the Lot and the Golf Course than twenty-five (25) feet, with the exception of Block 30, Lots 22 23 24, which may not be nearer than fifteen (15) feet.

VII.

Special Restrictions - Patio Lots

In addition to the General Restrictions set forth in Article V above, the following restrictions shall be applicable to all Patio Lots:

7.01 For the purposes of this Paragraph and other provisions of these Restrictions, the "front line" of each Patio Lot (as referred to herein) shall be the shorter side of each lot (recognizing that all Patio Lots are rectangular in shape and have two longer sides) which is contiguous to a street as shown on the above mentioned plat, unless a deviation from this provision of these Reservations, Restrictions and Covenants is approved in writing by the Architectural Control Authority (whether Developer or Architectural Control Committee).

7.02 No building shall be erected, altered or permitted to remain on any Patio Lot other than one (1) single-family residential dwelling not to exceed two (2) stories in height and a private garage (or other covered parking facility) for not more than three (3) automobiles.

7.03 Each structure will have a solid wall (no penetration, i. e., no windows, doors, etc.) on the side facing the side lot line which does not have a building set back line (hereafter called the "zero (0) building line)".

7.04 No building greater than two (2) stories in height or more than 28 feet above natural ground level may be erected unless approval is obtained from the Authority on a variance of this restriction.

7.05 Exterior construction shall be of not less than 3/4 inch cedar, redwood, pine, spruce, cypress, or other wood material approved by the Architectural Control Committee and brick, stone or stucco. No plywood, aluminum or metal siding shall be used.

7.06 The area within the side building set back line, as shown on the plat, shall be subject to a temporary easement for ingress and egress (work area encroachments and overhangs) during and in connection with construction of improvements on adjacent property, to make repairs and to provide maintenance on the house or building on adjacent property. It shall be the responsibility of the lot owner using the above described easement to take care of the area and improvements located within this easement and to leave said area in as close to the same condition, as is reasonably possible, as it was found.

7.07 The wall adjacent to the zero (0) building line shall be designed and constructed to have one (1) hour fire rating.

7.08 No antennas that project above roof line of the structure or that are visible from the exterior of the structure will be allowed.

7.09 Roofs must be of No. 1 Cedar wood shingles or 340 pound composition shingles of a wood tone color as approved by the Architectural Control Authority unless said Authority approves a substitute material.

7.10 A minimum of two off-street parking spaces must be constructed for each structure in addition to garage parking as set forth below.

7.11 Each structure must provide garage parking (or other covered parking facility) for not less than one (1) or more than three (3) automobiles. Any garage must be attached to the main residence.

7.12 The parking of boats, boat trailers, cargo-type trailers, camper units, trucks, recreational vehicles is expressly prohibited on the streets or on any patio lot or common area of the Subdivision.

7.13 Occupants of improvements upon a Patio Lot shall be required to park automobile vehicles in or on the parking facilities contained within the lot boundaries and will not be permitted to park on the street.

7.14 The Architectural Control Committee reserves the right to approve the type and design and installation of any mail delivery boxes or mail deposit receptacle.

7.15 Each structure shall contain not less than a minimum of 1,500 square feet living area for a single story structure or a mimumum of 1,750 square feet if two story with a minimum of 1,000 square feet in the ground floor or ground level of a two story unit. Living area is defined as enclosed area exclusive of porches, whether open or screened, terraces, garages or other car parking facility and driveways.

7.16 Where only underground electric service is made available for said lots, then no above surface electric service wires will be installed outside of any structure. Underground electric service lines shall extend through and under said lots in order to serve any structure thereon, and the area above said underground facilities; owners of said lots shall ascertain the location of said lines and keep the area over the route of said lines free and clear of any structures, trees, or other obstructions.

7.17 In addition to the general restrictions set forth in Article V above, the following restrictions shall be applicable to all Patio Lots having a common boundary with the Golf Course. No wall, fence, planter hedge (or object serving a like or similar purpose) shall be constructed or permitted without the prior written consent of the Architectural Control Committee Authority. In no event shall any of the aforesaid be approved along or near any lot line.

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

7.19 Lot 42, Block 5 and Lot 4, Block 7 do not have any designated building side setback line (hereinafter called the (0) building line).

7.20 No part of any house or garage built on a Patio Lot having a common boundary with the Golf Course shall be permitted or constructed nearer to the common boundary of the Lot and the Golf Course than twenty-five (25) feet.

VIII.

MAINTENANCE FUND

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

DEED
551 PAGE 45

8.02 The Maintenance Charge referred to shall be used to create a fund to be known as the "Maintenance Fund", which shall be used as herein provided and such charge shall also include amounts relating to certain recreational facilities in PECAN GROVE PLANTATION; and each such Maintenance Charge shall (except as otherwise hereinafter provided) be paid by the owner of each lot (or residential building site) to the Developer, 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.

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

In the event that Developer and a Municipal Utility District should so contract for the benefit of the said Utility District, in addition to the maintenance charge herein referred to, each lot shall also be subject to a monthly utility charge of Five and No/100 Dollars ($5.00) and payable to the said Municipal Utility District commencing on the first day of the first calendar month following the month in which a waterline and a sanitary sewer line are extended by such Municipal Utility District to a property line of the subject lot and terminating upon the completion of the construction of a residence on such lot and the connection of such residence to such waterline and sanitary sewer line. Developer, at its election, may require the payment of such utility charge annually in advance, subject to a prorata rebate in the event that a residence is completed during such year. Payment of the aforesaid street lighting charge and the aforesaid utility charge are and shall be secured by the same lien which secures the maintenance charge. The Developer shall have the right, at its option, to contract with Houston Lighting and Power Company or the said Utility District or both to collect the maintenance charges, street lighting charges and/or utility charges herein imposed and in connection therewith may assign the lien securing payment thereof to either or both of said entities for the period of said contract.

8.04 The maintenance charge shall not, without the consent of the Developer, apply to lots owned by the Developer or owned by any person, firm, association or corporation engaged primarily in the building and construction business which has acquired title to any such lots for the sole purpose of constructing improvements thereon and thereafter selling such lots; however, upon any such sale of such lots by such person, firm, association or corporation to a purchaser whose primary purpose is to occupy and/or rent and/or lease such lot (and improvements thereon, if any) to some other occupant, then the maintenance charge shall thereupon be applicable to such lot; and the Developer hereby consents to the applicability of the maintenance charge to each such lot under the circumstances herein stated. Any transfer of title to any lot by any such person, firm, association or corporation engaged primarily in the building and construction business shall not result in the applicability of the maintenance charge to such lot owner by the transferee or any succeeding transferee primarily engaged in the building and construction business without the consent of the Developer. The Developer reserves the right at all times, in its own judgement and discretion, to exempt any lot in the Subdivision from the maintenance charge, and exercise of such judgment and discretion when made in good faith shall be binding and conclusive on all persons and interests. The Developer 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; and the Developer shall have the right at any time to discontinue or abandon such maintenance charge, without incurring liability to any person whomsoever by filing a written instrument in the office of the County Clerk of Fort Bend County, Texas, declaring any such discontinuance or abandonment.

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

8.06 In order to secure the payment of the Maintenance Charge hereby levied, a vendor's lien shall be and is hereby reserved in the Deed from the Developer to the purchaser of each lot or portion thereof, which lien shall be enforceable through appropriate judicial proceedings by the Developer. Said lien shall be deemed subordinate to the lien or liens of any bank, insurance company, mortgage company or savings and loan association ("Institutional Lender") which hereafter lends money for the purchase of any property in the Subdivision and/or for construction (including improvements) and/or permanent financing of improvements on any such property.

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

IX

TRANSFER OF FUNCTIONS OF THE DEVELOPER

9.01 The Developer may at any time hereafter cause a non-profit corporation to be organized under the laws of the State of Texas for the purpose of exercising all or any of the duties and prerogatives of the Developer hereunder (including the matters relating to Maintenance Charges and all Maintenance Funds). Any such delegation of authority and duties shall serve automatically to release the Developer from further liability with respect thereto and vest such duties and prerogatives in such non-profit corporation. Any such delegation shall not be effective until evidenced by an instrument amending this instrument, placed of record in the Deed Records of Fort Bend County, Texas, and joined by the Developer and the aforesaid non-profit corporation but not, however, requiring the joinder of any other person in order to be fully binding, whether such other person be an owner of property in the Subdivision, a lienholder, mortgagee, Deed of Trust beneficiary or any other person, and until such instrument is filed, all such functions shall remain in the Developer regardless of the existence of such corporation.

X

NATURAL GAS

10.01 Entex, Inc. has agreed to provide natural gas service to all lots in the subdivision, provided certain minimum usage is made of the service. Pursuant to the contract providing such service, all houses shall have a minimum of gas water heating, and gas central comfort heating, or pay a non-utilization fee. If, however, any house completed in the subdivision does not utilize both gas water heating and gas central comfort heating appliances, then the owner of such house at the time of constructing such improvements shall pay to Entex, Inc. the non-utilization of gas facilities charge set by Entex, Inc. for such house. This non-utilization charge shall be due thirty (30) days from completion of the non-utilizing house. In the event this non-utilizing charge is not paid timely by the owner of the non-utilizing house, after demand is made for such payment, the Developer or Pecan Grove Plantation

DFED
551 PAGE 47

Property Owners Association, Inc. may, at their option, pay such charge and the payment so made, if any, shall be secured by a vendor's lien which is hereby retained against each lot in the subdivision, which lien shall only be extinguished by payment of such charge. Said lien shall be deemed subordinate to the lien or liens of any bank, insurance company or savings and loan association which hereafter lends money for the purchase of any property in the Subdivision and/or for construction (including improvements) and/or permanent financing of improvements on any such property, but, however, said lien shall not be extinguished by any foreclosure sale or other extinguishment of the primary lien but shall remain in force and effect until paid.

XI

ELECTRICAL SERVICE

11.01 An underground electric distribution system will be installed in Pecan Grove Plantation Subdivision, Section Three, designated herein as Underground Residential Subdivision, which underground service area embraces all of the lots which are platted in Pecan Grove Plantation Subdivision, Section Three, at the execution of this agreement between Company and Developer or thereafter. 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 electric company furnishing service shall make the necessary connections at said point of attachment and at the meter. Developer has either by designation on the plat of the Subdivision or by separate instrument granted necessary easements to the electric company providing for the installation, maintenance and operation of its electric distribution system and has also granted to the various homeowners reciptocal easements providing for access to the area occupied by and centered on the service wires of the various homeowners to permit installation, repair, and maintenance of each homeowner's owned and installed service wires. In addition, the owner of each lot containing a single dwelling unit, or in the case of a multiple dwelling unit structure the Owner/Developer, shall at his or its own cost, furnish, install, own and maintain a meter loop (in accordance with the then current Standards and Specifications of the electric company furnishing service) for the location and installation of the meter of such electric company for each dwelling unit involved. For so long as underground service is maintained in the Underground Residential Subdivision, the electric service to each dwelling unit therein shall be underground, uniform in character and exclusively of the type known as single phase, 120/140 volt, three wire, 60 cycle, alternating current.

The electric company has installed the underground electric distribution system in the Underground Residential Subdivision at no cost to Developer (except for certain conduits, where applicable, and except as hereinafter provided) upon Developer's representation that the Underground Residential Subdivision is being developed for residential dwelling units, including homes, and if permitted by the restrictions applicable to such subdivisions, townhouses, duplexes and apartment structures, all of which are designed to be permanently located where originally constructed (such category of dwelling units expressly to exclude mobile homes) which are built for sale or rent and all of which multiple dwelling unit structures are wired so as to provide for separate metering to each dwelling unit. Should the plans of the developer or the lot owners in the Underground Residential Subdivision be changed so as to permit the erection therein of one or more mobile homes, Company shall not be obligated

DEED
581 PAGE 48

to provide electric service to any such mobile home unless (a) Developer has paid to the Company an amount representing the excess in cost, for the entire Underground Residential Subdivision, of the underground distribution system over the cost of equivalent overhead facilities to serve such Subdivision or (b) the Owner of each affected lot, or the applicant for service to any mobile home, shall pay to the Company the sum of (1) $1.75 per front lot foot, it having been agreed that such amount reasonably represents the excess in cost of the underground distribution system to serve such lot or dwelling unit over the cost of equivalent overhead facilities to serve such lot or dwelling unit, plus (2) the cost of rearranging, and adding any electric facilities serving such lot, which arrangement and/or addition is determined by Company to be necessary.

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 Three, if any, as such plat exists at the execution of the agreement for underground electric service between the electric company and Developer or thereafter. Specifically, but not by way of limitation, if a lot owner in a former Reserve undertakes some action which would have invoked the above per front lot foot payment if such action had been undertaken in the Underground Residential Subdivision, such owner or applicant for service shall pay the electric company $1.75 per front lot foot, unless Developer has paid the electric company as above described. The provisions of the two preceding paragraphs do not apply to any future non-residential development in such Reserve (s).

XII

BINDING EFFECT

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

PECAN GROVE ASSOCIATES

IN TESTIMONY WHEREOF, Pecan Grove Associates has caused these presents to be signed by its members, Atlas Realty Company, Belcross, Inc., and J. B. Land Co., Inc., thereunto authorized this 29th day of January, 1980.

PECAN GROVE ASSOCIATES, a Joint Venture

ATLAS REALTY COMPANY

By _____
Risher Randall,
Senior Vice President

J. B. LAND CO., INC.

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

BELCROSS, INC.

By _____
Milton C. Cross, President

DEED
881 PAGE 49

STATE OF TEXAS X

COUNTY OF HARRIS X

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

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the 29th day of January 1980.

Carol Knight
(Name)

Notary Public in and for Harris County, Texas

My Commission Expires _____

CAROL KNIGHT
Notary Public in and for Harris County, Texas
My Commission Expires October 9, 1981

STATE OF TEXAS X

COUNTY OF HARRIS X

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

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the 29th day of January 1980.

Carol Knight
(Name)

Notary Public in and for Harris County, Texas

My Commission Expires _____

CAROL KNIGHT
Notary Public in and for Harris County, Texas
My Commission Expires October 9, 1981

STATE OF TEXAS X

COUNTY OF HARRIS X

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

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this 29th day of January 1980.

Carol Knight
(Name)

Notary Public in and for Harris County, Texas

My Commission Expires _____

CAROL KNIGHT
Notary Public in and for Harris County, Texas
My Commission Expires October 9, 1981

DEED
... 581 PAGE 50

STATE OF TEXAS X

COUNTY OF HARRIS X

KNOW ALL MEN BY THESE PRESENTS:

THAT, the undersigned, AMERICAN GENERAL INVESTMENT CORPORATION, A Texas Corporation, as the lien holder against the aforesaid property, does hereby, in all respects, approve, adopt, ratify and confirm all of the above and foregoing Reservations, Restrictions, Covenants and other foregoing provisions and subordinate said lien and all other liens owned or held by it thereto and does hereby join in the execution thereof and agree that same shall in all respects be binding upon the undersigned and the successors and assigns of the undersigned in all respects and upon the land thereby affected, notwithstanding any foreclosure of said Deed of Trust or any other lien in favor of the undersigned.

EXECUTED at Houston, Harris County, Texas, on the 29th day of January 1980.

AMERICAN GENERAL INVESTMENT CORPORATION

By: L O Benson
SENIOR V.P. PRESIDENT

Attest: D. W. Fults
ASST SECRETARY

STATE OF TEXAS X

COUNTY OF HARRIS X

BEFORE ME, the undersigned authority, on this day personally appeared L. O. Benson, Senior Vice-President, and D. W. Fults, Assistant Secretary of American General Investment Corporation, known to me to be the persons whose names are subscribed to the foregoing instrument and acknowledged to me that they executed the same for the purposes and considerations therein expressed and in the capacity therein and herein set out, and as the act and deed of said corporation.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this 29th day of January 1980.

(Name) Patti K. DeLance
Notary Public in and for Harris County, Texas

My Commission Expires 6/18/81

FILED FOR RECORD
TIME 4:00 A.M. P.M.

JAN 30 1980

Pearl Ellett
COUNTY CLERK, FORT BEND COUNTY, TEX.

Duly recorded this the 31 day of January A.D. 1980 at 4:30 O'Clock P.M.
By Carolin Watkins deputy
Pearl Ellett, County Clerk
Fort Bend County, Texas