

8-30-78

59791 DECLARATION OF RESTRICTIONS

REC'D 794 PAGE 472

1978 FOR

PECAN BEND, SECTION II

STATE OF TEXAS)
COUNTY OF FORT BEND) KNOW ALL MEN BY THESE PRESENTS:

THAT PECAN BEND, a development of PECAN BEND GENERAL PARTNERSHIP, a Texas general partnership, sometimes hereinafter referred to as "Developer", being the owner of a tract of land containing 801.735 acres of land out of the Edward Robertson Survey, A-80, Fort Bend County, Texas, and having platted a portion of said land into a residential and recreational subdivision to be known as Pecan Bend, Section II, as described in Exhibit "A" attached hereto, does hereby establish, adopt and set forth certain conditions, covenants, assessments, protective provisions and restrictions, as contained in Exhibits "B", "C" and "D" attached hereto, which shall be applicable to the said Pecan Bend, Section II, land and shall be binding upon any purchaser, grantee, owner or lessee of any land in the said Pecan Bend, Section II, and upon the respective heirs, executors, administrators, devisees, successors and assigns of such purchaser, grantee, owner or lessee. It is the intention of Developer that Pecan Bend shall be maintained as a residential and recreational subdivision in which the owners of the various tracts may be protected in the enjoyment of their property. These covenants have been set forth with the view toward allowing a maximum of activity insofar as the residential and recreational uses and related matters are concerned, while at the same time assuring to every purchaser of land in this subdivision that the appearance, sanitation and permissive activity shall be controlled and safeguarded.

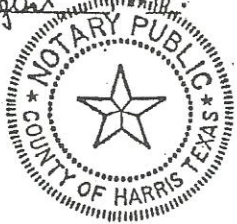
EXECUTED this 30th day of August, 1978.

William S. Cochran, III
William S. Cochran, III,
Managing General Partner
Pecan Bend General Partnership

STATE OF TEXAS
COUNTY OF HARRIS

BEFORE ME, the undersigned authority, on this day personally appeared WILLIAM S. COCHRAN, III, Managing General Partner of PECAN BEND GENERAL PARTNERSHIP, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same as the act of PECAN BEND GENERAL PARTNERSHIP, a Texas general partnership, for the purposes and consideration therein expressed, and in the capacity therein stated, and as the act and deed of said partnership.

GIVEN UNDER MY HAND AND SEAL of office on the 30th day of August 1978.



Paul Smalley
Notary Public in and for
Harris County, TEXAS

TOM E. SMALLEY
Notary Public in and for Harris County, Texas
My Commission Expires January 26, 1980
Bonded by Alexander Lovell, Lawyers Surety Corp.

Restrictions indicating a preference limitation of discrimination based on race, color, religion, sex, ancestry, marital status, or national origin are hereby denied to the extent such restrictions violate 42 USC 3604(b)

EXHIBIT A TO DECLARATION OF RESTRICTIONS
FOR
PECAN BEND, SECTION II
ORGANIZATIONS

DEED

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HENRY STEINKAMP, JR., INC.

Consulting Engineers

1117 TOROLA STREET
P. O. BOX 223

ROSENBERG, TEXAS 77471

HENRY STEINKAMP, JR.
REGISTERED PROFESSIONAL ENGINEER
FRANKLIN R. SCHODEK
REGISTERED PUBLIC SURVEYOR
KELLY R. KALUZA
REGISTERED PROFESSIONAL ENGINEER
REGISTERED PUBLIC SURVEYOR

July 10, 1978

HOUSTON-ROSENBERG
713/342-2241

A Field Note Description of 801.735 Acre Tract of Land known as Pecan Bend Subdivision, Section #2 out of a 1564.432 Acre Tract of Land, being in the Edward Robertson League, Abstract #80, Fort Bend County, Texas.

Begin at an iron pipe found in the West line of an 80 foot road being in the West line of said E. Robertson League, and the East line of the K.W. Davis League, (as recognized and fenced on ground; said point also being in the East line of the E.M. Bailey Partition Division Vol. 422, Pg. 496; Deed Records and Plat - Vol. 422, Pg. 505; Deed Records); said point marking the Northwest corner of the A. Vencil 264.528 Acre Tract (Vol. 537, Pg. 453; Deed Records); said point bears Northerly 696.61 feet from the intersection of said league line with the North line of State Farm Market Road #1462; said point being the Southwest corner of said 1564.432 Acre Tract; THENCE, South $88^{\circ} 12' 54''$ East, 3464.90 feet along the North line of said Vencil Tract to an iron pipe set for the Southwest corner of and Place of Beginning for this 801.735 Acre Tract;

THENCE, North $29^{\circ} 06' 20''$ East, 3448.71 feet along the centerline of the Phillips Pipeline Company easement to an iron pipe for corner;

THENCE, North $87^{\circ} 06' 25''$ East, 949.58 feet to an iron pipe set for corner;

THENCE, South $02^{\circ} 53' 35''$ East, 531.9 feet to an iron pipe set for corner;

THENCE, South $89^{\circ} 59' 06''$ East, 1017.45 feet to an iron pipe set for corner;

THENCE, North $86^{\circ} 20' 03''$ East, 238.82 feet to an iron pipe set for corner;

THENCE, South $84^{\circ} 53' 23''$ East, 480.24 feet to an iron pipe set for corner;

THENCE, South $84^{\circ} 43' 40''$ East, 1952.15 feet to an iron pipe set for corner;

THENCE, South $84^{\circ} 44' 13''$ East, 177.5 feet to an iron pipe set for corner;

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THENCE, North 11° 25' 47" East, 1788.66 feet to an iron pipe set for corner;

THENCE, North 85° 03' 07" East, 892.79 feet to an iron pipe set for corner;

THENCE, North 5° 8' 30" West, 632.26 feet to an iron pipe set for the most Northerly Northwest corner of this Tract;

THENCE, North 89° 45' East, along a South line of State of Texas Tract and the North line of this Tract, with irregular fence, 3020.83 feet to a point on the Westerly high bank of the Brazos River, marking the Northeast corner of this Tract;

THENCE, Southerly, with the Westerly high bank and vegetation line of said river with the following courses and distances:

- South 16° 32' 18" West, 533.84 feet to a point;
- South 09° 58' 31" West, 197.4 feet to a point;
- South 39° 10' 48" West, 639.37 feet to a point;
- South 35° 40' 51" West, 457.58 feet to a point;
- South 33° 47' West, 520.35 feet to a point;
- South 21° 18' 01" East, 536.81 feet to a point;
- South 30° 26' 28" East, 134.9 feet to a point;
- South 44° 39' 53" East, 192.21 feet to a point;
- South 61° 42' 09" East, 614 feet to a point;
- South 52° 18' 52" East, 685.84 feet to a point;
- South 42° 07' 13" East, 515.16 feet to a point;
- South 33° 03' East, 296.36 feet to a point;
- South 22° 30' 22" East, 241.77 feet to a point;
- South 28° 50' 57" West, 326.0 feet to a point;
- South 44° 16' 45" West, 434.92 feet to a point;
- South 74° 02' 20" West, 682.33 feet to a point marking the Southeast corner of this Tract;

THENCE, North 88° 12' 54" West, along the North line of said A. Vencil Tract and South line of this Tract at 922.41 feet pass iron pipe and begin irregular fence line, in all 10,538.91 feet to the Place of Beginning and containing 801.735 Acres of Land.

Kelly Kalya

Registered Public Surveyor No. 1943

EXHIBIT B TO DECLARATION OF RESTRICTIONS
FOR
PECAN BEND, SECTION II

DEED

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ORGANIZATIONS

I. PROPERTY OWNERS ASSOCIATION

The Pecan Bend Property Owners Association, hereinafter called "Association", was established by the Declaration of Restrictions for Pecan Bend, Section I, for the purpose of protecting and promoting the residential and recreational environment of all of Pecan Bend through maintenance and enforcement of the property restrictions adopted for each Section of the subdivision. The Association consists of all of the purchasers, grantees, lessees and owners of the tracts which are a part of Section I and all subsequent sections of said Pecan Bend, including Section II with the owner of each tract being entitled to one (1) vote per acre, rounded to the nearest acre, contained within each such tract. The Association shall act by and through a Board of Directors, composed of five (5) of its members, elected annually for terms of one (1) year by the majority in votes of those Association members voting in each election; however, the initial Board of Directors shall be William S. Cochran, III, Dan P. Black and W. H. Black, and shall assume and retain control of the Property Owners Association until that point in time when, in the opinion of the Board of Directors, the best interests of all property owners in Pecan Bend shall be best served by having a different Board of Directors. If any member of the initial Board of Directors dies, resigns, or becomes unable to act, the other members of the initial Board of Directors are authorized to appoint a new Director to serve.

The Initial Board of Directors shall perform the following functions:

- (a) act as representatives of all of the property owners in Pecan Bend to insure against depreciation of property values;
- (b) collect and expend, in the interest of the subdivision as a whole, the maintenance charges as hereinafter created;
- (c) enforce, by appropriate legal proceedings, these covenants and restrictions in the manner set out hereinbelow;
- (d) approve or reject plans and specifications for improvements to be erected in Pecan Bend in the manner set out hereinbelow;
- (e) keep financial records with respect to maintenance charges collected, which records shall be available for inspection by any lot owner in Pecan Bend at all reasonable times; and
- (f) do all other acts necessary to preserve, protect and promote the recreational and residential environment of Pecan Bend, Section II, through maintenance and enforcement of the property restrictions.

2. BUILDING CONTROL COMMITTEE

The Board of Directors shall also be known as the Building Control Committee (hereinafter elsewhere called the "Committee"). No member of the Committee or its designated representatives, as hereinafter defined, shall be entitled to any compensation for services performed pursuant to this instrument.

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3. DUTIES OF THE BUILDING CONTROL COMMITTEE

No building shall be erected, placed or altered on any residential and recreational building site or tract in Pecan Bend, Section II, until the construction plans and specifications therefor and the plat plan of the building site showing the locations of all buildings and sidewalks to be erected thereon have been approved by the Committee as to use, quality of workmanship and materials, conformity and harmony with the external features of existing structures in Pecan Bend, Section II, and as to location of the building and improvements with respect to topography and finished grade elevation. A majority of the Committee may designate a representative with authority to approve the design and location of any building. Any approval or disapproval by the Committee of any matters herein required or permitted shall be in writing. If the Committee or its designated representative fails to give written approval or disapproval within thirty (30) days after any plans or specifications have been submitted to it, or in any event, if no suit to enjoin the construction under such plans and specifications has commenced prior to the completion of the improvements, approval will not be required and the provisions of this paragraph shall be deemed to have been fully satisfied. The Committee, at its sole discretion is hereby permitted to approve deviations in building area and location in instances where, in their judgment, such deviation will result in a more commonly beneficial use. Such approval must be granted in writing.

The Committee shall also have the right and duty to enforce these conditions, covenants, assessments, protective provisions, and restrictions in any court of law or equity having jurisdiction to hear such action.

4. MAINTENANCE

Each tract sold by Developer shall NOT be subject to an annual maintenance charge; however, at such time as the Board of Directors of the Association shall decide that maintenance expenses are necessary for the maintenance and improvement of the property in Pecan Bend, there shall be charged to the property owners a reasonable and necessary amount to cover expenses incurred for any or all of the following purposes: enforcement and administration of the maintenance funds; enforcement of all covenants and restrictions by the Building Control Committee; and doing any other things necessary or desirable in the opinion of the Board of Directors of the Association to keep, maintain and improve the Pecan Bend, or which it considers to be of general benefit to the owners or occupants of the property covered by these restrictions, it being understood that the judgment of the Board of Directors of the Association in expenditure of such funds shall be final as long as such judgment is exercised in good faith. Any maintenance charge shall be collected by the Board of Directors of the Association, its successors and assigns annually.

Any contingent maintenance charge shall remain effective until January 1, 1988, and shall automatically be extended thereafter for successive periods of ten (10) years; provided, however, that the owners of a majority of the acreage in the tracts covered by this instrument may revoke such contingent maintenance charge on either January 1, 1988, or at the end of any successive ten-year period thereafter by executing and acknowledging an appropriate agreement or agreements in writing for such purpose and filing the same for record in the office of the County Clerk, Fort Bend County, Texas, at any time prior to January 1, 1988, or at any time prior to the expiration of any ten-year period thereafter.

EXHIBIT C TO DECLARATION OF RESTRICTIONS
FOR
PECAN BEND, SECTION II
RESTRICTIONS

DEED
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1. LAND USE AND BUILDING TYPE

No tract shall be used for any purpose except for single family residential or recreational purposes; provided that until the Developer, its successors and assigns, has sold all of the tracts in Pecan Bend, Section II, any tract may be used by Developer, its successors and assigns, for the erection and operation of a sales office, construction office, or model home. The term "residential purposes" as used herein shall be held and construed to exclude hospitals, clinics, duplex houses, apartment houses, multiple family dwellings, boarding houses and hotels, and to exclude commercial, business and professional uses whether from homes, residences or otherwise, and the above described uses of the above described property are hereby expressly prohibited. The term "recreational uses" as used herein shall be held and construed to exclude commercial, business and professional activities of any nature, whether from homes, residences or otherwise, and the above described uses of such property are hereby expressly prohibited. The term "building" or "buildings" as used herein shall be held and construed to mean those permissible buildings and structures which are or will be erected and constructed on the property in Pecan Bend. No building shall be erected, altered, placed or permitted to remain on any tract other than:

- (a) one (1) detached single family dwelling not to exceed two (2) stories in height, together with a private garage or carport for not more than three (3) cars, which may be occupied by an integral part of the family occupying the main residence on the building site or by servants employed on the premises; and
- (b) tool sheds or workshops for the personal use of the purchaser, grantee, lessee or owner, and his immediate family; and
- (c) one (1) or more shelters for pets or domestic animals kept on the premises for non-commercial purposes.

All mobile homes and trailer houses are absolutely forbidden to be permanently located on the land. A trailer house or mobile home is permanently located upon the land when it is blocked, or connected to fresh water and sewage disposal connections on the land; or underpinned, or has been in a fixed location in excess of thirty (30) days, except when necessary during the construction of a permanent dwelling, and then, when in a fixed location, in excess of one hundred twenty (120) days.

2. LOT AREA AND WIDTH

No tract may be resubdivided into lots or tracts of less than two (2) acres unless the prior written approval of the Committee is first obtained.

3. DWELLING SIZE AND CONSTRUCTION

No residential or recreational dwelling shall be placed on any tract unless its living area has a minimum of one thousand five hundred (1,500) square feet of floor area, exclusive of porches, and garages. All residential and recreational dwellings shall have a concrete foundation, however, any residential or recreational dwelling to be built within the 100 year flood plain shall have a concrete foundation or foundation built of materials and by a method approved in writing by the Building Control Committee. All residential and recreational dwellings shall be equipped with fresh water well and septic tank connections in accordance with County minimum requirements, and exterior walls of all residential and recreational dwellings shall be completed with a suitable grade of metal, asbestos, wood, brick, or masonry siding so as to present a suitable appearance, provided however, that the Committee has the authority in its sole discretion to approve residential and recreational construction utilizing other siding materials, where, in its judgment, such deviation will result in a structure of suitable appearance. Such approval must be granted in writing, and when given, will become a part of these restrictions. All roofs on any residential or recreational

dwelling shall be constructed and maintained with wood shingles, composition shingles, or aluminum shingles. Roofing of tool sheds, garages, carports and animal shelters may be made of any suitable material, subject however, to the approval of the Committee.

4. BUILDING LOCATION

No building shall be located on any tract within 130 feet of the center line of the road or within twenty (20) feet of the sidelot property line unless approved by the Committee in writing.

5. CONSTRUCTION AND COMPLETION

Written approval of the Committee shall be required before any single family dwelling, whether residential or recreational, may be occupied prior to the entire completion of the exterior of such dwelling including all additions or expansions. Entire completion additionally shall include but not be limited to removal from the construction site of all unused construction materials and cleaning of the construction site so that the general appearance of the area meets the standards set by the Association.

6. RECREATIONAL VEHICLES AND SHELTERS

Nothing herein shall be construed or held to exclude the use of recreational vehicles, including house, camping, and hunting trailers, motor homes, tents, or other portable camping structures, when used temporarily for camping and recreational, but not for residential purposes. A trailer, mobile home, motor home, tent or other camping shelter shall be deemed to be in use for residential purposes if the same remains in a fixed spot upon the land in excess of thirty (30) days, except when necessary during the construction of a permanent dwelling, and then, when in a fixed spot in excess of one hundred twenty (120) days.

7. TEMPORARY STRUCTURES

Structures which do not comply with the land use and building type restrictions contained elsewhere herein shall be prohibited, whether temporary or permanent in character.

8. FENCES

The minimum type fence accepted shall be a four-wire fence with four-inch top posts, such posts being a minimum of ten (10) feet apart and all corners shall be properly guy-wired and braced. Corner posts shall be six inch top posts. No fence shall be constructed of what is commonly known as "chicken wire".

9. SIGNS

No signs, advertisement, billboard or advertising structure of any kind may be erected or maintained on any residential or recreational tract without the consent in writing of the Committee, except one (1) sign not more than forty-eight (48) inches square, advertising the property for sale or rent, or signs used by a builder to advertise the property during the construction or sales period as established by Developer. Developer or members of the Committee shall have the right to remove any such sign, advertisement or billboard, or structure which is placed on any tract in violation of these restrictions, and in so doing, shall not be liable, and are hereby expressly relieved from any liability for trespass or other tort in connection therewith, or arising from such removal.

10. LIVESTOCK AND POULTRY

Dogs, cats, and other household pets and exhibition animals may be kept on any tract, provided they are not kept, bred or maintained in excessive numbers or for any commercial purpose. Furthermore, horses, cows, goats, chickens and other domestic fowl may be kept for the use and pleasure of the owner of any tract, but not for commercial purposes; provided, further that all such animals be kept in a suitable enclosure for the number and type of animal. Nothing herein shall exempt or except the keeping of animals, livestock, or poultry from the covenant against nuisances elsewhere herein. Any livestock enclosure which is overcrowded, or not adequately maintained and cleaned, or which presents an unkempt appearance

or produces noxious odors may be declared a nuisance by the Committee and ordered removed from the land, which action if taken in good faith, shall be conclusive upon the question of nuisance. Notwithstanding the preceding, swine may not be kept on any tract unless they are for exhibition purposes and do not total more than two (2).

II. NUISANCES

No noxious or offensive trade or activity shall be permitted upon any tract, nor shall anything be done thereon which is or may become an annoyance or a nuisance to the neighborhood, is illegal, dangerous or immoral, or which shall have the effect of degrading the residential and recreational environment of Pecan Bend, Section II.

12. GARBAGE AND REFUSE DISPOSAL

No tract shall be used or maintained as a dumping ground for rubbish. All trash, garbage and other wastes shall be kept in sanitary containers until disposition.

13. REMOVAL OF DIRT AND OTHER MINERALS

Except in conjunction with construction and drainage work, the removal of dirt, stone, gravel or other minerals from any tract for any purpose is forbidden without written permission.

14. WATER AND SEWAGE DISPOSAL SYSTEMS

Water wells and septic tanks may be utilized and maintained on any tract for the personal use of any purchaser, grantee, lessee, or owner, his immediate family, and non-commercial invitees, but not for commercial purposes and all such systems must meet minimum County specifications currently in force.

15. ABANDONED OR JUNKED MOTOR VEHICLES

No tract shall be used as a depository for abandoned or junked motor vehicles for greater than a reasonable length of time, such reasonable length of time to be determined by the Committee. An abandoned motor vehicle is one without a current state inspection sticker. No junk of any kind or character, or any accessories, parts or objects used with cars, boats, buses, trucks, trailers, house trailers, or the like, shall be kept on any lot other than in a garage, or other structure approved by the Committee.

16. USE OF PILANT LAKE

No water may be pumped from Pilant Lake under any condition. Sailing and motor boats shall be allowed on Pilant Lake, subject however, that motor boats shall be limited to an engine size of five (5) horsepower or less.

17. PECAN BEND PROPERTY OWNERS ASSOCIATION COMMON AREAS (Restricted Reserve)

Pecan Bend General Partnership shall retain the ownership of certain property designated as "restricted reserve" on the plat filed in the Map Records of Fort Bend County, Texas, the use of which shall be limited to the members of Pecan Bend Property Owners Association.

18. HUNTING

Absolutely no hunting shall be allowed on Pecan Bend.

19. FISHING

Fishing shall be allowed in Pilant Lake and in the Brazos River, subject however, to the rules and regulations promulgated by the State of Texas or any other applicable statutes.

20. GENERAL APPEARANCE

Each tract shall be mowed at six-month intervals and the general appearance of such tract shall be maintained in a manner beneficial to the environment of the development and in conformance to the standards set by the Association.

FOR

PECAN BEND, SECTION II

ADMINISTRATION

1. TERM

These covenants and restrictions are to run with the land and shall be binding upon and inure to the benefit of all owners of tracts in Pecan Bend, Section II, and all persons claiming under them until January 1, 1988, after which time such covenants and restrictions shall be automatically extended for successive periods of ten (10) years unless an instrument signed by the majority in votes of the then owners of tracts in Pecan Bend, Section II, is filed for record in Fort Bend County, Texas, altering, rescinding or modifying said covenants and restrictions in whole or in part (with the owner of each tract being entitled to one (1) vote per acre, rounded to the nearest acre, contained within such tract).

2. AMENDMENT AND EXEMPTION

Developer, its successors and those to whom this right is expressly assigned, shall have the right and power to modify or eliminate entirely the foregoing restrictions by recorded instrument with respect to any portion of Pecan Bend, Section II, or any tract thereof, before Developer shall have conveyed title thereto, subject, however, to the approval of such modification or elimination by O. Dean Couch, Jr., DBA Couch Mortgage Company (hereinafter called "Lender"), such approval being required only during the term of the loan with respect to such property from Lender, however, any such amendment or elimination shall not be held to destroy the validity or enforceability of the restrictions upon the tracts previously conveyed by Developer. Developer, its successors and those to whom this right is expressly assigned, shall have the power to exempt any tract from the foregoing restrictions or any part thereof by express recital in the initial conveyance of such tract by Developer, or subsequent to conveyance, by special letter agreement to the contrary, from the Committee with respect to each tract of the property, subject however, to the approval of such exemption by Lender, such approval being required only during the term of the loan from Lender with respect to such property. Approval of such exemption from the foregoing restrictions, or any part thereof, by Lender, shall be effective and act as a waiver of such exemptions or any part thereof with respect to all tracts in Pecan Bend Subdivision, Section II, however, approval by Lender of such exemptions shall not affect the requirement of approval of same on each tract by the Committee.

3. ENFORCEMENT

The covenants, reservations, easements, and restrictions set out herein are for the benefit of Developer, its successors and assigns, and equally for the benefit of any subsequent owner of any tract or tracts in Pecan Bend, Section II, and his heirs, executors, administrators, and restrictions contained herein shall be construed to be covenants running with the land, enforceable at law or in equity by any one or more of said parties, by and through the Association and the Committee as elsewhere herein provided.

4. SEVERABILITY

The invalidity, abandonment, or waiver of any one or more of these covenants, reservations, easements and restrictions shall in no way affect or impair the other covenants, reservations, easements and restrictions which shall remain in full force and effect.

FILED FOR RECORD
AT 1 O'CLOCK P.M.

AUG 30 1978

Pearl Ellett
County Clerk, Fort Bend Co., Tex.

Duly recorded this the 31 day of August A.D. 1978 at 4:30 O'Clock P.M.
By Olivia L. Carter Deputy Pearl Ellett, County Clerk
Fort Bend County, Texas