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RESERVATIONS, RESTRICTIONS AND COVENANTS

PECAN GROVE PLANTATION, SECTION 4

STATE OF TEXAS

COUNTY OF FORT BEND

KNOW ALL MEN BY THESE PRESENTS:

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 Four", according to the plat of said subdivision recorded in the office of the County Clerk of Fort Bend County, Texas, on the 21st day of April, 1981, after having been approved as provided by law, and being recorded in Volume 27, Page 6, 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 Four (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, fences or other property of the land owner situated on the land covered by said utility easements.

DURATION

1.04 The provisions hereof, including the Reservations, Restrictions and Covenants herein set forth, shall run with the land and shall be binding upon the Developer, its successors and assigns, and all persons or parties claiming under it or them for a period of thirty-five (35) years from the date hereof, at which time all of such provisions shall be automatically extended for successive periods of ten (10) years each, unless prior to the expiration of the initial period of thirty-five (35) years or a successive period of ten (10) years, the then owners of a majority of lots in the Subdivision shall have executed and recorded an instrument changing the provisions hereof, in whole or in part, the provisions of said instrument to become operative at the expiration of the particular period 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 (a) The authority to grant or withhold architectural control approval as referred to above is vested in the Developer; except, however, that such authority of the Developer shall cease and terminate upon the election of the PECAN GROVE PLANTATION Architectural Control Committee, in which event such authority shall be vested in and exercised by the PECAN GROVE PLANTATION Architectural Control Committee (as provided in (b) below), hereinafter referred to, except as to plans and specifications and plats theretofore submitted to the Developer which shall continue to exercise such authority over all such plans, specifications and plats. The 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 owner. In the case of any building site composed of more than one (1) whole lot, such building site owner shall be entitled to one (1) vote for each whole lot contained within such building site.

The Developer shall be obligated to arrange for the holding of such election within sixty (60) days following the filing of the aforesaid Statement by the Developer in the Deed Records of Fort Bend County, Texas, and to give notice of the time and place 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 proceding 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 EASEMENTS

3.01 (a) A five (5) foot utility easement has been dedicated along the front of all lots except in Block 14, Lots 1 through 28 and Block 20, Lots 1 through 12 where a ten (10) foot utility easement has been dedicated along the front of all lots.

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

(c) An eight (8) foot by eighteen (18) foot utility easement has been dedicated beginning at the front lot line and lying four (4) feet on either side of the common lot line between lots 1 & 2, 3 & 4, 5 & 6, 7 & 8, 11 & 12, 13 & 14, 15 & 16, 19 & 20, 21 & 22, 25 & 26, and 27 & 28, Block 14, as shown on the recorded plat. A six (6) foot utility easement has been dedicated along the northern side lot line on lots 9, 17 and 23, Block 14, as shown on the recorded plat. A four (4) foot by eighteen (18) foot utility easement beginning at the front lot line has been dedicated on the southerly side lot line on lots 10, 18 and 24, Block 14, as shown on the recorded plat.

(d) Additional side lot line easements have been dedicated in accordance with the recorded plat.

(e) 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 purpose of gaining access to such lots.

(f) There is a fifteen (15) foot pipeline easement on the rear of Lots 1 through 9 and the southwest corner of Lot 10, Block 20, and on the rear of Lots 1, 2 and 3, Block 14, as shown on the recorded plat. These pipeline easements, as shown on the recorded plat are dedicated for the use and benefit of the Developer, its successors and assigns to allow for the construction, repair, maintenance and operation of a pipeline or pipeline systems, appurtenances and facilities upon, under, along, across or through such pipeline easements.

The title conveyed to any property in the Subdivision shall not be held or construed to include the title to pipelines, conduits or other appurtenances or facilities constructed by the Developer or other companies upon, under, along, across or through such pipeline easements; and the right (but not the obligation) to construct, maintain, repair and operate such pipeline or pipelines, systems, appurtenances and facilities are reserved to the Developer, its successors or assigns. The right to sell or lease the pipeline easements, pipelines, appurtenances or other facilities to any municipality, governmental agency, public service corporation, corporation, company or other party is hereby expressly reserved to the Developer, its successors and assigns.

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

Without approval of the Architectural Control Authority and the Developer, property owners of Lots 1 through 10, Block 20, and Lots 1, 2 and 3, Block 14, may not construct any improvements upon the pipeline easement located on these lots.

(g) There is a twenty (20) foot drainage easement, ten (10) feet lying on the golf course and ten (10) feet lying along the rear of Lots 1 through 28, Block 14 (including a ten (10) foot utility easement over and across a pipeline easement over and across the rear of Lots 1, 2 & 3, Block 14, and as shown on the recorded plat. This drainage easement is reserved for drainage and without prior approval of the Architectural Control Authority and the Pecan Grove Municipal Utility District, the property owners of the lots in Block 14 are hereby restricted from removing any trees, changing the grade of the land, and/or constructing any improvements upon this easement. The right to construct improvements on this drainage easement is reserved to the Developer and Pecan Grove Municipal Utility District.

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

IV.

DESIGNATION OF TYPES OF LOTS

4.01 Lots 1 through 28, Block 14, are hereby designated as "Golf Course Patio Lots". Further, information and restrictions are set out in Article VI and VIII "Golf Course Patio Lots".

4.02 Lots 4 through 27, Block 23, are hereby designated as "Patio Lots". Further, information and restrictions are set out in Article VII and VIII "Patio Lots".

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

V.

GENERAL RESTRICTIONS

5.01 (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 quarters structure shall not exceed the main dwelling in area, height or number of stories. Minimum finished slab elevation for all structures shall be eighty-one (81.0) 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 (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.

(b) Developer and Architectural Control Committee reserves the right to grant exceptions to the height and elevation restrictions set forth herein and when doing so will not be inconsistent with the overall plan for development of the Subdivision.

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:

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

Golf Course Patio Lots and Patio Lots: 1,500 square feet for a one-story dwelling; 1,750 square feet for a two-story dwelling, with 1,000 square feet thereof on the first floor.

5.03 (a) No building shall be located on any lot nearer to the front line or nearer to any street side-line than the minimum building set-back lines shown on the aforesaid plat nor upon or within any portion of any easement. Subject to the provisions of Paragraph 5.04 and 8.03, no building shall be located nearer than five (5) feet to an interior side lot line (except that there shall be a minimum of five (5) foot building set-back line along one (1) side lot line of each lot in Block 14 and on lots 4 through 27 in Block 23 and the location of each single five (5) foot side building line shall be determined for each lot by the Developer prior to the commencement of construction on such 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 except as may be permitted with respect to eaves as provided in paragraph 8.20. For the purposes of this Paragraph and other provisions of these Restrictions, the "front line" is the common boundary of any lot with a street, and in the case of a corner lot (with a common boundary on two (2) streets or one (1) street and a cul-de-sac) the boundary from which the building set-back distance is larger

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

(c) All houses built in this Subdivision shall face the front line of the lot on which each such house is built unless a deviation from this provision is provided by 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 se 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 lo 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 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 size of configuration, may be made only with the prior written approval of the Archite Control Authority. In addition, the side lot line utility easement must be abandoned i accordance with the law. Upon such abandonment and upon receipt of written approv of the Architectural Control Authority, 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 $1,000.00 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 placed on a vacant lot nor shall they be used on any lot at any time as a residence, except, however, that a garage constructed at the same time as residence is constructed may contain living quarters for bona fide servants and except also that a field office, as hereinafter provided may be established.

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 Article VI, 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 buildir setback 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 occupan 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 constr 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 thereor 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 equip ment 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 9.06) 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.

5.14 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.

5.15 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.

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

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

5.18 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 in accordance with requirements as set out in Exhibit "A" and Exhibit "B" of these restrictions.

5.19 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 "C" of these restrictions. 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.

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

5.21 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.

5.22 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 or to any land owned by the Developer whether adjacent hereto or not.

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

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

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

5.26 Lot owners of lots 10, 11, 12, 13, 14, 16, 17 and 18, Block 20, are required to install a six (6) foot solid cedar fence along the property lines adjacent to a drainage easement or drainage structure located generally along the rear property lines. All fences must be of similar design, shall be approved by the Architectural Control Authority and must be in place prior to occupancy of the residence.

5.27 All residential improvements constructed within the street right-of-way shall be constructed in accordance with these restrictions as set out in Paragraphs 5.16, 5.17, 5.19, 5.20, 8.17, 8.18 and in Exhibit "A", "B" and "C", all prior to occupancy of the residence. Necessary concrete curb repairs or replacement shall be completed in accordance with these restrictions as set out in Paragraphs 5.18 and 8.19 all prior to occupancy of the residence.

5.28 (a) In order to control the quality of construction for work described in Paragraph 5.27, there is a requirement that there shall be a construction (building) inspection prior to and after pouring concrete for driveways and sidewalks. A fee, in an amount to be determined by Developer, must be paid to Developer prior to Architectural Approval to defray the expense for this one time (before and after) building inspection. In the event construction requirements are incomplete or rejected at the time of inspection and it becomes necessary to have additional building inspections; a fee, in an amount to be determined by Developer, must be paid to Developer prior to each building inspection.

(b) Prior to request for a building inspection, the builder of any residence, whether the owner or contractor, hereinafter referred to as builder, is required to prepare driveway and sidewalks complete with curb cuts, excavation, compaction, forms, steel and expansion joints as set out in Paragraphs 5.16, 5.17, 5.20, 8.17, 8.18 and as shown in Exhibits "A", "B" and "C"; and to complete construction requirements for manholes, valves and storm sewer inlets as set out in Paragraph 5.19 and as shown in Exhibit "C", and builder shall not pour concrete until after Developer or Developers assignee approves such construction in writing to builder.

(c) Builder must obtain a final construction (building) inspection of concrete curbs and approval of same in writing as set out in Paragraphs 5.18 and 8.19 prior to occupancy of the residence.

(d) Owner of the lot at time of construction shall have the same responsibility as a builder as set out in Paragraphs 5.27 and 5.28.

VI.

SPECIAL RESTRICTIONS "GOLF COURSE PATIO LOTS"

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

6.01 Each lot (or residential building site) in Block 14 is hereby subject to a minimum of a single five (5) foot side building set-back line. However, lots 9, 17 and 23, Block 14, are subject to a six (6) foot side utility easement as shown on the recorded plat and the side building set back line for these lots is hereby established as a six (6) foot side building set-back line to coincide with the six (6) foot side utility easements.

The Developer reserves to itself the right to establish (except in the case of the six (6) foot side building set-back lines as above established for lots 9, 17 and 23, Block 14) the location of the single five (5) foot side building set-back line upon each lot. However, the Developer shall be obliged to establish a minimum of a single five (5) foot side building set-back line on each lot.

On each such lot, prior to the commencement of construction, the Developer shall, by instrument to be recorded in the public records of Fort Bend County, Texas, designate and permanently establish the exact location of the single five (5) foot side building set-back line for such lot. Such side building set-back line shall thereafter be binding upon the Developer and its successors and assigns forever as if originally designated in the recorded plat of Pecan Grove Plantation, Section Four. The obligation of Developer and its right to establish the aforesaid side building set-back lines shall not be extinguished by conveyance(s) from Developer to sebsequent title holder(s).

The side lot line opposite (across) from the side lot line wherein the five (5) foot side building set-back line is established as hereinabove provided and/or the side lot line opposite (across) from six (6) foot side building set-back lines as established above for lots 9, 17 and 23, Block 14, shall have no side building set-back line and a residence may be constructed, as hereinafter provided, adjacent to this side lot line (hereinafter referred to as the zero (0) building line).

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

No wall, fence, planter, hedge (or other improvement or object serving a like or similiar 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.

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

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

6.05 The ten (10) foot drainage easement along the rear of all lots in Block 14 is reserved for drainage and without prior approval of the Architectural Control Authorty and the Pecan Grove Municipal Utility District the property owners of any of these lots are restricted from removing any trees, changing the grade of the land and/or constructing any improvements upon this drainage easement. Any improvements to this drainage easement are specifically reserved into the Developer and Pecan Grove Municipal Utility District and as such may enter upon such easement and make any improvements or changes thereon for purposes of improving drainage without liability to the Property Owner.

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

VII.

SPECIAL RESTRICTIONS "PATIO LOTS"

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

7.01 Each lot (or residential building site), lots 4 through 27, Block 23, is hereby subject to a minimum of a single five (5) foot side building set-back line.

The Developer reserves to itself the right to establish the location of the single five (5) foot side building set-back line upon each lot. However, the Developer shall be obliged to establish a minimum of a single five (5) foot side building set-back line on each lot.

On each such lot, prior to the commencement of construction, the Developer shall, by instrument to be recorded in the public records of Fort Bend County, Texas, designate and permanently establish the exact location of the single five (5) foot side building set-back line for such lot. Such side building set-back line shall thereafter be binding upon the Developer and its successors and assigns forever as if originally designated in the recorded plat of Pecan Grove Plantation, Section Four. The obligation of Developer and its right to establish the aforesaid side building set-back lines shall not be extinguished by conveyance(s) from Developer to subsequent title holder(s).

The side lot line opposite (across) from the side lot line wherein the five (5) foot side building set-back line is established as hereinabove provided shall have no building set-back line and a residence may be constructed, as hereinafter provided, adjacent to this side lot line (hereinafter referred to as the zero (0) building line).

7.02 The builder or owner of the residence shall install a drainline with a minimum four (4) inch diameter from a drainage inlet in the rear of lots 4 through 27, Block 23 to the permanent storm sewer system in the front of each lot in accordance with the detail, design and specifications as shown on Exhibit "B" of these Restrictions.

VIII.

SPECIAL RESTRICTIONS "GOLF COURSE PATIO LOTS" AND "PATIO LOTS"

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

8.01 For the purposes of this Paragraph and other provisions of these Restrictions, the "front line" of each "Golf Course Patio Lot" and "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).

8.02 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.

8.03 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)".

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

8.05 Exterior construction shall be of not less than three-fourths (3/4) inch cedar, redwood, pine, spruce, cypress, or other wood material approved by the Architectural Control Committee and brick, stone or stucco unless approval is obtained from the Architectural Control Authority on a variance of this restriction. No plywood,aluminum or metal siding shall be used.

8.06 The area within the side building set-back line, as set out in this instrument, 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 using said area for access to take care of the area and improvements located within said area and to leave said area in as close to the same condition, as is reasonably possible, as it was found.

Each owner of a lot in the Subdivision agrees for himself, his heirs, assigns, or successors in interest that he will permit free access by owners of adjacent or adjoining lots, when such access is essential for the maintenance of drainage facilities, when such access is essential during and in connection with the construction of improvements on adjacent property, and when such access is necessary to make repairs and to provide maintenance on the house or building on adjacent property.

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

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

8.09 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.

8.10 A minimum of two (2) off-street parking spaces must be constructed for each structure in addition to garage parking as set forth below.

8.11 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.

8.12 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.

8.13 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.

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

8.15 Each structure shall contain not less than a minimum of 1,500 square feet living area for a single story structure or a minimum 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.

8.16 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.

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

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

8.19 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 in accordance with requirements as set out in Exhibit "A" and Exhibit "B" of these restrictions.

8.20 Owners of each Golf Course Patio Lot or Patio Lot shall have and are hereby granted, a Two and one-half (2.5) foot wide aerial overhang easement commencing six (6) feet above the ground and extending upward within the side building set-back line of the adjacent lot with said easement being contiguous to the zero (0) building line of the lot benefiting from said easement. Said easement may be used for the eave overhang of the side of the dwelling situated upon the zero (0) building line provided said eave shall be required to have a gutter which must drain into the lot upon which the dwelling is situated. The eave shall not extend more than two (2) feet into the easement, however, the gutter attached to said eave may extend into the remaining six (6) inches of said easement. The construction of eaves within the herein granted aerial overhang easement shall not be considered an encroachment prohibited by Paragraph 5.03 (a).

IX.

MAINTENANCE FUND

9.01 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.

9.02 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 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.

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

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

9.04 The maintenance charge shall not, without the consent of the Developer, apply to lots owned by the Developer or owned by any person, firm, association or corporation engaged primarily in the building and construction business which has acquired title to any such lots for the sole purpose of constructing improvements thereon and thereafter selling such lots; however, upon any such sale of such lots by such person, firm, association or corporation to a purchaser whose primary purpose is to occupy and/or rent and/or lease such lot (and improvements thereon, if any) to some other occupant, then the maintenance charge shall thereupon be applicable to such lot; and the Developer hereby consents to the applicability of the maintenance charge to each such lot under the circumstances herein stated. Any transfer of title to any lot by any such person, firm, association or corporation engaged primarily in the building and construction business shall not result in the applicability of the maintenance charge to such lot owner by the transferee or any succeeding transferee primarily engaged in the building and construction business without the consent of the Developer. The Developer or the Association reserve the right at all times, in their own judgement and discretion, to exempt any lot in the Subdivision from the maintenance charge, and exercise of such judgement and discretion when made in good faith shall be binding and conclusive on all persons and interests. The Developer or the Association shall have the further right at any time, and from time to time, to adjust, alter or waive said maintenance charge from year to year as it deems proper; however, said maintenance charge shall not exceed $15.00 per lot per month for the calendar year 1981 and shall not be increased by more than ten percent (10%) per annum after 1981 unless two-thirds (2/3) of the Association members agree in writing to increase said maximum maintenance charge, and 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 whomsoever by filing a written instrument in the office of the County Clerk of Fort Bend County, Texas, declaring any such discontinuance or abandonment.

9.05 The maintenance charges collected shall be paid into the Maintenance Fund to be held and used for the benefit, directly or indirectly, of the Subdivision; and such Maintenance Fund may be expended by the Association for any purposes which, in the judgement of the Association will tend to maintain the property values in the Subdivision, including, but not limited to providing for the enforcement of the provisions of this instrument, including the aforesaid Reservations, Restrictions and Covenants, reasonable

compensation and reimbursement to the Association and members of the Committee with respect to services performed by such Association and Committee members incident to their duties hereunder; for the maintenance, operation, repair, benefit and welfare of any recreational facilities which might hereafter be established in PECAN GROVE PLANTATION, or to which the Association may subject this fund, and generally for doing any other thing necessary or desirable in the opinion of the Association to maintain or improve the property of the Subdivision. The use of the Maintenance Fund for any of these purposes is permissive and not mandatory, and the decision of the Association with respect thereto shall be final, so long as made in good faith.

9.06 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 and/or the Association. Said lien shall be deemed subordinate to the lien or liens of any bank, insurance company, mortgage company, mortgage corporation, savings and loan association, or other "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.

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

X.

FRONT YARD MAINTENANCE CHARGE

10.01 Each lot (or residential building site) and the owner thereof in Block 14 and Lots 4 through 27, Block 23, in addition to the heretofore described Annual Maintenance Charge payable to the Association as set out in Article IX above, is hereby subject to an Annual Front Yard Maintenance Charge of not less than One Hundred Eighty and No/100 Dollars ($180.00) per calendar year, which charge shall be payable also to the Association to be maintained for the benefit of each lot (or residential building site) and owner thereof. Such Front Yard Maintenance Charge or pro rata portion thereof for each lot (or residential building site) shall be due and payable monthly, in advance to the Association, on or before the first day of the second full calendar month after the date of purchase of the lot (or residential building site). Such Front Yard Maintenance Charge may be increased to an amount greater than One Hundred Eighty and No/100 Dollars ($180.00) per calendar year only by majority vote of the resident owners of the lots (or residential building sites) in Block 14 and Lots 4 through 27, Block 23, by written vote taken not less than ten (10) days prior to the first day of January of the year in which such increase shall become effective, and the resident owners of each aforedescribed lot (or residential building site) shall have one (1) vote. However, until such time as Developer, its successors or assigns, has sold all of the lots (or residential building sites) in Block 14 and Lots 4 through 27 Block 23, PECAN GROVE PLANTATION, Section 4, the Association, its successors or assigns, shall have the sole right to fix the amount of the Front Yard Maintenance Charge as defined in this paragraph. Payment of the aforesaid Front Yard Maintenance Charge is and shall be secured by the same lien which secures the Maintenance Charge, which lien is subordinate to certain other specified liens as provided in Article 9.06 hereof.

10.02 The Front Yard 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 Front Yard Maintenance Charge shall thereupon be applicable to such lot; and the Developer hereby consents to the applicability of the Front Yard 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 Front Yard 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 and/or the Association reserves the right at all times, in their own judgement and discretion, to exempt any lot in the Subdivision from the Front Yard Maintenance Charge, and exercise of such judgement and discretion when made in good faith shall be binding and conclusive on all persons and interests. The Developer shall have the further right at any time, and from time to time, to adjust, alter or waive said Front Yard Maintenance Charge from year to year as they deem proper; and the Developer and/or the Association shall have the right at any time to discontinue or abandon such Front Yard 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.

XI.

NATURAL GAS

11.01 Entex, Inc. has agreed to provide natural gas service to all lots in the Subdivision, provided certain minimum usage is made of the service. Pursuant to the contract providing such service, all houses shall have a minimum of gas water heating, and gas central comfort heating, or pay a non-utilization fee. If, however, any house completed in the Subdivision does not utilize both gas water heating and gas central comfort heating appliances, then the owner of such house at the time of constructing such improvements shall pay to Entex, Inc. the non-utilization of gas facilities charge set by Entex, Inc. for such house. This non-utilization charge shall be due thirty (30) days from completion of the non-utilizing house. In the event this non-utilization charge is not paid timely by the owner of the non-utilizing house, after demand is made for such payment, the Developer or PECAN GROVE PLANTATION Property Owner's 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, savings and loan association, mortagage corporation, mortgage company or other "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, 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.

XII.

ELECTRICAL SERVICE

12.01 An underground electric distribution system will be installed in PECAN GROVE PLANTATION Subdivision, Section 4, designated herein as Underground Residential Subdivision, which underground service area embraces all of the lots which are platted in PECAN GROVE PLANTATION Subdivision, Section 4, at the execution of this 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 electric company furnishing service shall make the necessary connections at said point of attachment and at the meter. Developer has, either by designation on the plat of the Subdivision or by separate instrument, granted necessary easements to the electric company providing for the installation, maintenance and operation of its electric distribution system and has also granted to the various homeowners reciprocal easements providing for access to the area occupied by and centered on the service wires of the various homeowners to permit installation, repair, and maintenance of each homeowner's owned and installed service

wires. In addition, the owner of each lot containing a single dwelling unit, or in the case of a multiple dwelling unit structure the Owner/Developer, shall at his or its own cost, furnish, install, own and maintain a meter loop (in accordance with the then current Standards and Specifications of the electric company furnishing service) for the location and installation of the meter of such electric company for each dwelling unit involved. For so long as underground service is maintained in the Underground Residential Subdivision, the electric service to each dwelling unit therein shall be underground, uniform in character and exclusively of the type known as single phase, 120/140 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 mobil homes) which are built for sale or rent and all of which multiple dwelling unit structures are wired so as to provide for separate metering to each dwelling unit. Should the plans of the Developer or the lot owners in the Underground Residential Subdivision be changed so as to permit the erection therein of one or more mobile homes, the Company shall not be obligated to provide electric service to any such mobile home unless (a) Developer has paid to the Company an amount representing the excess in cost, for the entire Underground Residential Subdivision, of the underground distribution system over the cost of equivalent overhead facilities to serve such Subdivision or (b) the Owner of each affected lot, or the applicant for service to any mobile home, shall pay to the Company the sum of (1) $1.75 per front lot foot, it having been agreed that such amount reasonably represents the excess in cost of the underground distribution system to serve such lot or dwelling unit over the cost of equivalent overhead facilities to serve such lot or dwelling unit, plus (2) the cost of rearranging, and adding any electric facilities serving such lot, which arrangement and/or addition is determined by the 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 4, 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).

XIII.

BINDING EFFECT

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

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 3rd day of December, 1981.

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 _____

STATE OF TEXAS

COUNTY OF HARRIS

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 3rd day of December, 1981.

Patricia A. Arras

Notary Public in and for Harris County, Texas

Notary Public in and for the State of Texas

My Commission Expires 5-5-84

PATRICIA A. ARRAS

STATE OF TEXAS

COUNTY OF HARRIS

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

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this 3rd day of December 1981.

Jane G. Edgeworth

Notary Public in and for Harris County, Texas

JANE G. EDGEWORTH 439-56-9548

Notary Public in and for Harris County, Texas

My Commission Expires October 6, 1985

STATE OF TEXAS

COUNTY OF HARRIS

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

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this 3rd day of December, 1981.

Jane G. Edgeworth

Notary Public in and for Harris County, Texas

JANE G. EDGEWORTH 439-56-9548

Notary Public in and for Harris County, Texas

STATE OF TEXAS

COUNTY OF HARRIS

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 3 day of December, 1981.

AMERICAN GENERAL INVESTMENT CORPORATION

Attest:

NA

By _____
L. O. Benson Senior Vice President

STATE OF TEXAS

COUNTY OF HARRIS

KNOW ALL MEN BY THESE PRESENTS:

BEFORE ME, the undersigned authority, on this day personally appeared and L. O. Benson Senior Vice President of American General Investment Corp 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.

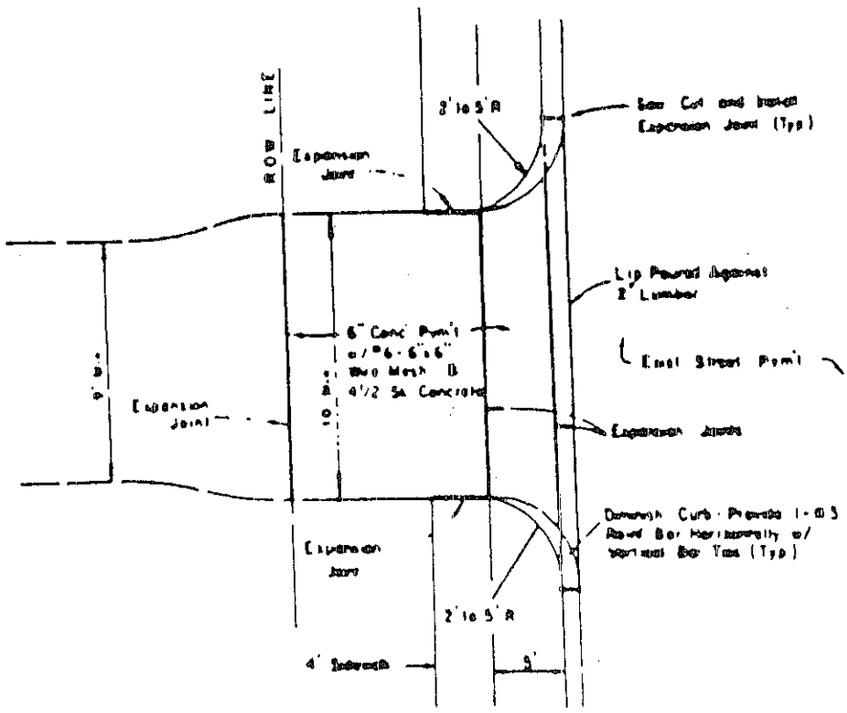
GIVEN UNDER MY HAND AND SEAL OF OFFICE, this 3 day of December, 1981.

_____
Notary Public in and for Harris County, Texas

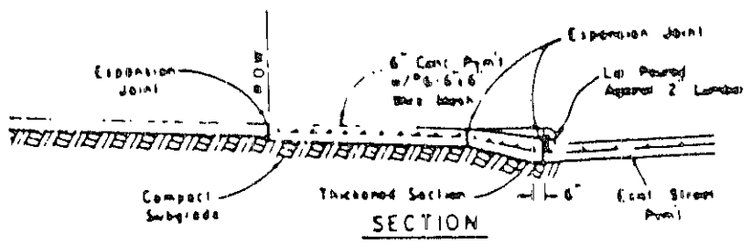
Paula King
Notary Public in and for Harris County, Texas
My Commission Expires 1-11-84

EXHIBIT "A"

PECAN GROVE PLANTATION, Section Four



PLAN

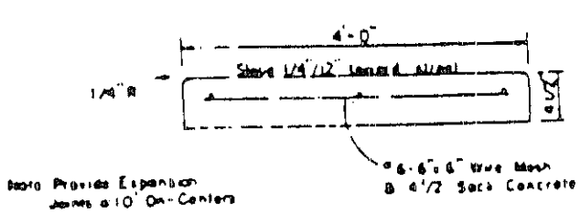


SECTION

STANDARD CURB CONCRETE DRIVEWAY DETAIL

Concrete curbs that are chipped, cracked and/or broken on the street front or street side of all lots are to be repaired or replaced by the builder or owner of the residence on each lot prior to occupancy of the residence on said lots. Chipped curbs may have patched repairs using an "epoxy grout" mixture. Where several chipped curbs appear in the same area, the entire section of curb (i.e. driveway to driveway) must be 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.

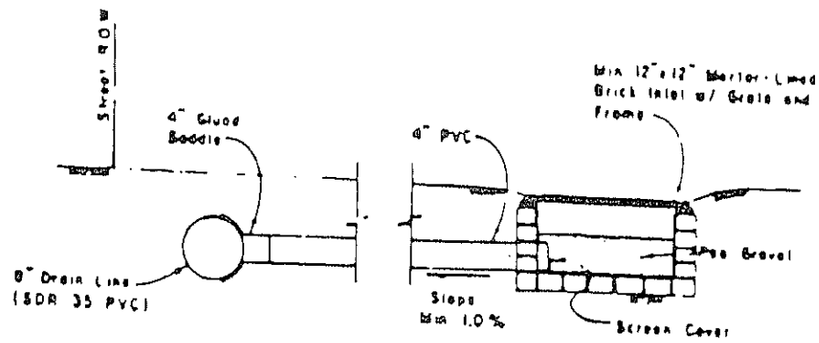
CONCRETE CURB REPAIR REQUIREMENTS



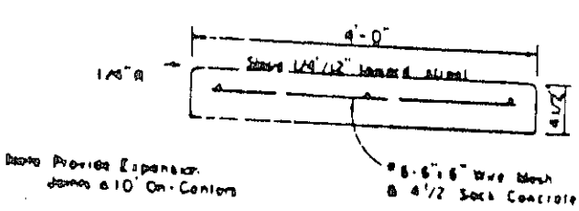
CONCRETE SIDEWALK DETAIL

EXHIBIT "B"

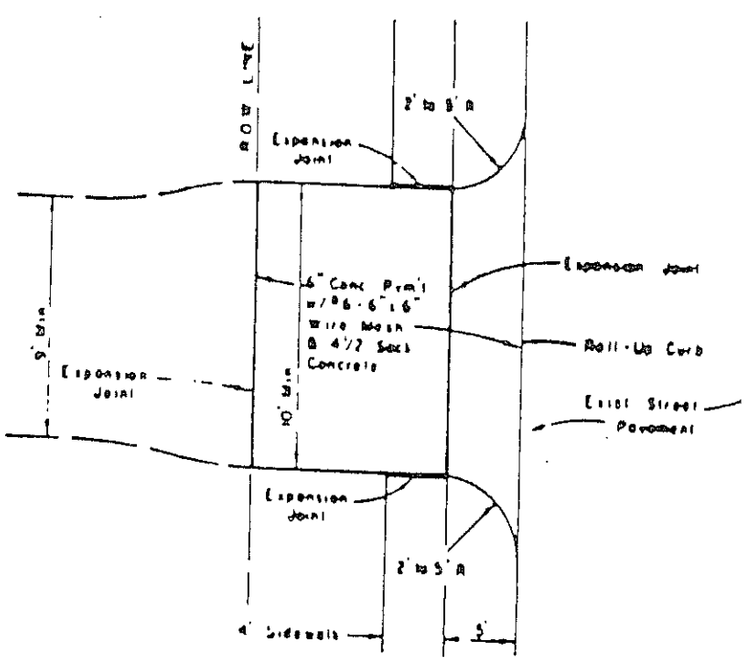
PECAN GROVE PLANTATION, Section Four



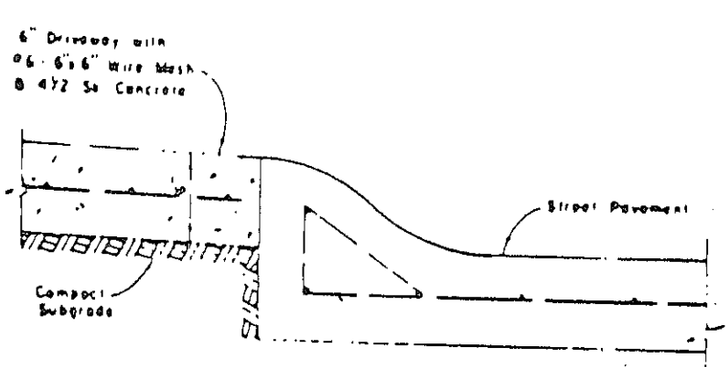
SIDE - LOT DRAIN LINES



CONCRETE SIDEWALK DETAIL



PLAN



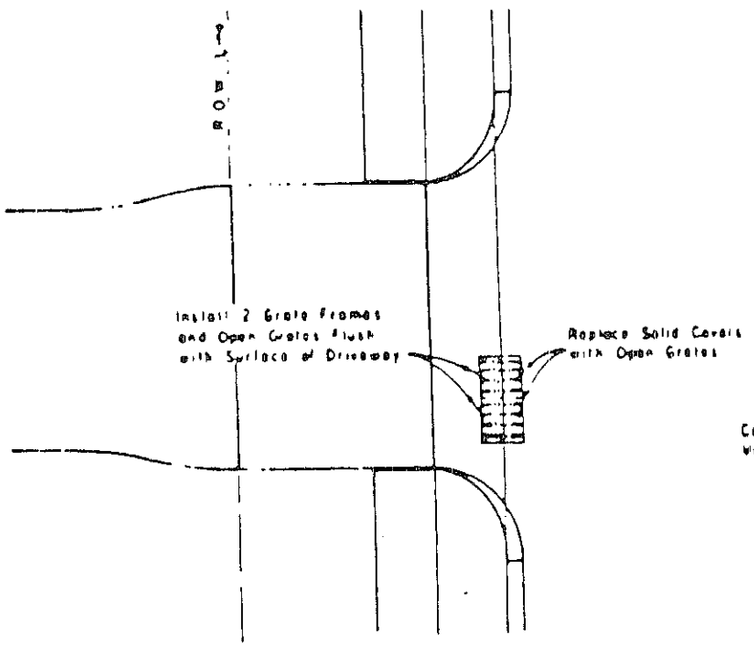
PARTIAL SECTION

ROLL-UP CURB CONCRETE DRIVEWAY DETAIL

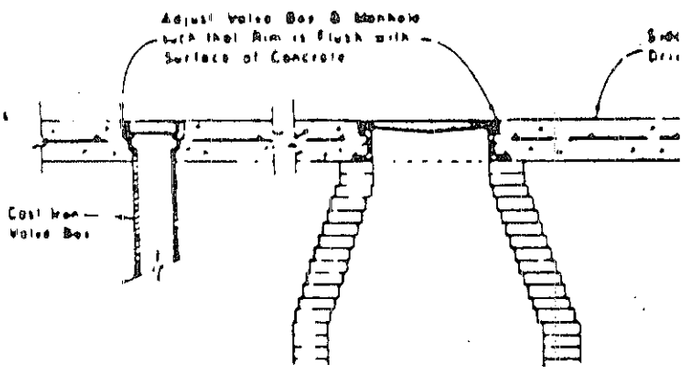
Concrete curbs that are chipped, cracked and/or broken on the street front or street side of all lots are to be repaired or replaced by the builder or owner of the residence on each lot prior to occupancy of the residence on said lots. Chipped curbs may have patched repairs using an "epoxy grout" mixture. Where several chipped curbs appear in the same area, the entire section of curb (i.e. driveway to driveway) must be 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.

EXHIBIT "C"

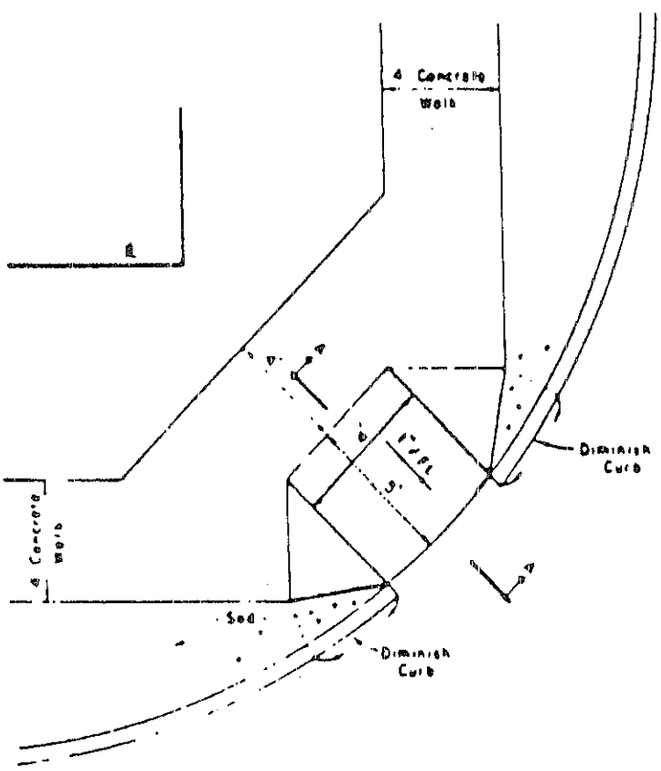
PECAN GROVE PLANTATION, Section Four



INLET IN DRIVEWAY

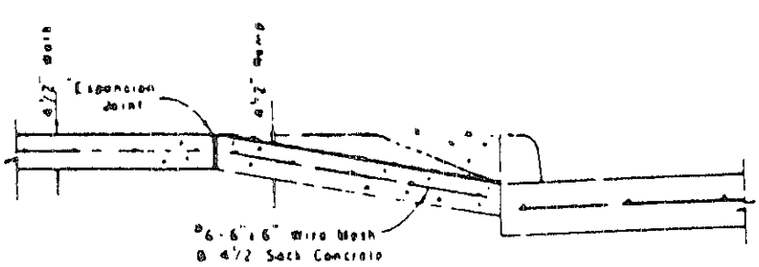


WATER VALVE BOX AND MANHOLE IN SIDEWALK OR DRIVE



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 1/2" c-c roughened w/ a broom finish



SECTION A-A

DEED

VOL 1015 PAGE 35

STATE OF TEXAS COUNTY OF FORT BEND

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

DEC 15 1981

Pearl Ellett

County Clerk, Fort Bend Co., Tex.

FILED FOR RECORD

AT 2:55 o'clock P.M.

County Clerk, Fort Bend Co. Tex.

Pecan Grove Plantation
P.O. Box 659
Richmond 77469