

1. The subdivision heretofore known as PECAN LAKE shall henceforth be known as "PECAN LAKE ESTATES" and all references to "PECAN LAKE" in the Restrictions shall be and hereby are amended to read "PECAN LAKE ESTATES".

2. Section 4 of the Restrictions is amended to read as follows:

4. Each and every lot in PECAN LAKE ESTATES, shall be used for the purpose of single-family residential dwelling and no lot may be used for multi-family dwelling. A "single-family" shall include any persons related to the lot owner or leaseholder within the third (3rd) degree as calculated under Chapter 573 of the Texas Government Code. No structure shall be altered, placed, erected or permitted to remain on any lot except for a single-family residential dwelling which shall not exceed 2 1/2 stories in overall height for a maximum of thirty-six (36) feet, but which may contain living quarters for *bona fide* servants to a single-family dwelling. Notwithstanding anything herein to the contrary, lot owners may erect or build well houses, barns, storage facilities, stables, calf pens, swimming pools, bath houses, cabañas, detached living quarters or other out-buildings which are reasonably necessary to the enjoyment of the property so long as such out-buildings are not temporary in nature. No residential dwelling or living quarters may be used for commercial purposes except that an entire lot, together with all its improvements, may be leased for residential purposes with a lease term of at least 180 days. A lease term of less than 180 days, or a lease for less than an entire lot, together with all its improvements, shall be deemed commercial use of the lot and therefore prohibited.

3. Section 8 of the Restrictions is amended to read as follows:

8. PECAN LAKE ESTATES shall be divided into three sections denominated "A", "B" and "C" for purposes of managing certain limited common elements of the subdivision. Each and every lot within PECAN LAKE ESTATES shall be located within one section as follows:

A) Section "A" shall comprise each and every lot within PECAN LAKE ESTATES that is not located within Sections "B" or "C";

B) Section "B" shall comprise the following tracts:

i) A 2.26 Acre Tract of Land out of a 10 Acre Tract out of a 61.899 Acre Tract being out of Lot No. 8 of the original Burton Plantation (Plat Book 1, Pg. 24), being in the Samuel Isaac League, Abstract No. 35, Fort Bend County, Texas, and being more particularly described in the attached EXHIBIT "A."

ii) An 11.5797 acre tract out of a 61.899 acre tract being out of Lot 8 of the original Burton Plantation (Plat Book 1, Page 24) being in the Samuel Isaac League, Abstract No. 35, Fort Bend County, Texas, and being more particularly described in the attached EXHIBIT "B."

C) Section "C" shall comprise the following tracts:

i) A tract containing 7.233 acres of land out of Lot 8 of Burton Plantation a subdivision of record in Plat Book 1, Page 24 of the Fort Bend County Plat Records, Fort Bend County, Texas, being that same called 2.44 acre tract (Tract 1), that same called 2.397 acre tract (Tract 2) and that same called 2.396 acre tract (Tract 3) of record under Fort Bend County Clerk's File No. 2004102540, said 7.233 acre tract being more particularly described in the attached EXHIBIT "C."

ii) A 4.0 acre tract of land out of a 61.899 acre tract being out of lot #8 of the original Burton Plantation (Plat Book 1, Pg. 24) being in the Samuel Isaac league, Abstract #35, Fort Bend County, Texas, and being more particularly described in the attached EXHIBIT "D."

4. Section 11 of the Restrictions is amended to read as follows:

11. No trailer, tent, shack, or other temporary structure shall ever be erected on any lot, and no basement, garage or other out building erected on any lot, shall at any time be used for human habitation (except for bona fide servants and persons related to the owner or leaseholder within the third (3rd) degree as computed under Chapter 573 of the Texas Government Code) temporarily or permanently, nor shall any structure of a temporary character be used for human habitation. One temporary structure may be erected on any lot in connection and in conjunction with the actual construction and building of a permanent home upon such lot, but said temporary structure shall, within five days after

completion of the permanent home upon such lot, be removed in its entirety, and if not removed within the five-day period after completion of the permanent home, the Pecan Lake Land Owners Association (defined hereinbelow) shall have the right to remove or cause to be removed, at the owner's expense, any temporary structure, and the owner shall hold the Pecan Lake Land Owners Association absolutely harmless for any damage done to the premises or improvements.

5. Section 21 of the Restrictions is amended to read as follows:

21. The record owners of each lot located within PECAN LAKE ESTATES ("owners") shall be members of the Pecan Lake Land Owners Association ("Association"), an unincorporated non-profit association organized under authority of Chapter 252 of the Texas Business Organizations Code (the "Code") and the owners shall remain members for the period of their ownership. The Association shall be governed by a Neighborhood Committee composed of three (3) members elected by a majority vote of the members. At any time, members of the Neighborhood Committee may be relieved of their position and substitute members therefor appointed by majority vote of the members. The number of votes attributable to the owners of any lot, for the purpose of any vote taken pursuant to this instrument, as amended, shall be determined on the basis of the proportion which the amount of land in said subdivision to which the owners hold legal title bears to the whole of said subdivision. For example, if the owners of a lot hold legal title to 2.764 acres, the owners will be entitled to 2.764 votes. The appointment or election of the Neighborhood Committee may be evidenced by the recording of an appropriate instrument properly signed and acknowledged by a majority of the owners of PECAN LAKE ESTATES, in the Deed Records of Fort Bend County, Texas, and such instrument will serve as sufficient authority of the said Committee to:

(a) Collect and extend, in the interest of the subdivision as a whole, the maintenance charges hereinafter described.

(b) Collect and extend, in the interest of the subdivision as a whole, the special assessments hereinafter described.

(c) Enforce, by appropriate proceedings, these Restrictions.

(d) Enforce or release any lien imposed on any part of this subdivision by reason of violation of any of these covenants or restrictions, or by reason of any provision contained herein.

(e) Approve or disapprove plans and specifications for improvements in PECAN LAKE ESTATES submitted to it in accordance with these restrictions.

6. Section 24 of the Restrictions is amended to read as follows:

24. All lots in PECAN LAKE ESTATES are subjected to an annual maintenance charge for the purpose of creating and maintaining a "Maintenance Fund." The maintenance charge shall be paid by the owners of each lot in PECAN LAKE ESTATES, annually in advance, on or before the first day of June of each year. The amount of the maintenance charge will be determined by the Neighborhood Committee during the month next preceding the due date of the maintenance charge. The maintenance charge shall be payable to the Association and shall be held in trust to be expended for any and all of the following: lighting, improving and maintaining all of the roadways within PECAN LAKE ESTATES, caring for vacant lots, maintaining, repairing or improving the dam or spillway which controls the level of the lake which is formed by Burton Creek, maintaining said lake, and doing any other thing necessary or desirable in the opinion of the Neighborhood Committee to keep the property neat and in good order, or anything which it considers to be for the benefit of the owners and occupants of PECAN LAKE ESTATES. Except as provided in subparagraph (a) of this section, the annual maintenance charge shall not exceed \$200.00 per acre for each lot in PECAN LAKE ESTATES Section "A" and shall not exceed \$100.00 per acre for each lot in PECAN LAKE ESTATES Sections "B" and "C."

(a) One or more special assessments may be levied by the Association at any time, and from time to time, to meet the needs or requirements of the Association and PECAN LAKE ESTATES. Special assessments may be levied against the lots in any combination of one or all Sections "A," "B" or "C," however, no special assessment shall be levied without prior approval by at least two-thirds (2/3's) majority vote of the members owning one or more lots in each Section subject to the special assessment. For example, a special assessment solely against the lots in Section "A" must be approved by a majority of the Section "A" owners.

(b) Failure to pay the annual maintenance charge or any special assessment by the fifteenth (15th) day after the charge or assessment shall become due shall require the imposition and assessment of a late charge of Two Hundred Fifty Dollars (\$250.00) and shall incur a further imposition of and assessment of interest on the entire balance owing which shall accrue at the rate of Six Percent (6%) per annum. All unpaid maintenance charges and assessments attributable to any lot or tract constitutes a debt due from the owner and payment of which debt shall be secured by a lien with power of sale against the tract or lot. However, it is expressly provided that any liens securing payment of any debt arising under these restrictions are and shall be secondary, subordinate and inferior to all liens, present and future, given, granted, and created by or at the instance and request of the owner of any tract or lot in PECAN LAKE ESTATES to secure the payment of monies advanced or to be advanced on account of the purchase price or the improvement of the tract or lot.

7. The foregoing shall be covenants running with the land and shall be binding on and for the benefit of any purchaser, grantee, owner or lessee of any land or building in PECAN LAKE ESTATES, and binding on and for the benefit of the respective heirs, executors, administrators, devisees, successors and assigns of such purchaser, grantee, owner or lessee.

8. Except as hereby modified, altered or amended, the Restrictions shall be and remain in full force and effect in accordance with the instruments filed and recorded.

9. This document may be executed in multiple counterparts, all of which shall be deemed original documents but which together shall constitute one contract and shall be binding and effective when signed by all parties listed hereunder and filed for record in the deed records of Fort Bend County.

[Name]

[Name]

[Name]

[Name]

[Name]

[Name]

[Name]

[Name]

[Name]

[Name]

[Name]

[Name]

THE STATE OF TEXAS §
 §
_____ COUNTY §

BEFORE ME, the undersigned authority. on this day personally appeared _____, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he/she executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this _____ day of _____, 2018.

Notary Public in and for
_____ County, Texas

THE STATE OF TEXAS §
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_____ COUNTY §

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Notary Public in and for
_____ County, Texas

After recording, please return to:

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