

PHEASANT CREEK H.O.A.

SECTION ONE

92546

45.00

COMPARED

DECLARATION

DEED

OF

VOL 839 PAGE 756

COVENANTS, CONDITIONS AND RESTRICTIONS . .

THE STATE OF TEXAS

KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF FORT BEND

THAT WHEREAS, U. S. HOME CORPORATION is the owner of that certain real property in Fort Bend County, Texas, described as follows:

Lots One (1) through Nineteen (19), both inclusive, in Block One (1); Lots One (1) through Twenty-eight (28), both inclusive, in Block 2; Lots One (1) through Twenty-seven(27), both inclusive, in Block Three (3); Lots One (1) through Forty-five (45), both inclusive, in Block Four (4); Lots One (1) through Thirty-five (35), both inclusive, in Block Five (5); Lots One (1) through Thirty-three (33), both inclusive, in Block Six (6); Lots One (1) through Twenty-seven (27), both inclusive, in Block Seven (7); Lots One (1) through Thirty-two (32), both inclusive, in Block Eight (8); Lots One (1) through Twenty-four (24), both inclusive, in Block Nine (9); Lots One (1) through Forty-one (41), both inclusive, in Block Ten (10); Lots One (1) through Seventeen (17), both inclusive, in Block Eleven (11); Lots One (1) through Twelve (12), both inclusive, in Block Twelve (12); Lots One (1) through Thirteen (13), both inclusive, in Block Thirteen (13); and Lots One (1) through Thirty-one (31), both inclusive, in Block Fourteen (14); all out of Pheasant Creek, Section One (1), an addition in Fort Bend County, Texas, according to the map or plat thereof recorded at Volume 22, Page 32, of the Map Records of Fort Bend County, Texas.

AND WHEREAS, it will convey the said properties, subject to certain protective covenants, conditions, restrictions, liens and charges as herein-after set forth;

NOW THEREFORE, it hereby declares that all of the properties described above shall be held, sold and conveyed subject to the following easements, restrictions, covenants, and conditions, which are for the purpose of protecting the value and desirability of, and which shall run with, the real property and shall be binding on all parties having any right, title or interest in the described properties or any part thereof, their heirs, successors and assigns and shall inure to the benefit of each owner thereof.

ARTICLE I

DEFINITIONS

Section 1. "Association" shall mean and refer to PHEASANT CREEK HOMEOWNERS ASSOCIATION, INC., its successors and assigns.

Section 2. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to any lot, or portion of a lot, on which there is or will be built a detached single family dwelling, including contract sellers, but excluding those having

such interest merely as security for the performance of an obligation.

Section 3. "Properties" shall mean and refer to that certain real property hereinbefore described, and such additions thereto as may hereafter be brought within the jurisdiction of the Association.

Section 4. "Common Area" shall mean all real property owned by the Association at the time of the conveyance of the first lot, that is for the common use and enjoyment of the Owners. The Common Area to be owned by the Association is described as follows:

Being a tract of land containing 5.6133 acres, more or less, Reserve "D", Pheasant Creek, Section One (1), an addition in Fort Bend County, Texas, according to the map or plat thereof recorded at Volume 22, Page 32, of the Map Records of Fort Bend County, Texas.

Section 5. "Lot" shall mean and refer to that portion of any of the plots of land shown upon the recorded subdivision map of PHEASANT CREEK, SECTION ONE (1), on which there is or will be built single family dwellings. There is excepted herefrom the hereinbefore described Common Area along with other Reserves as noted on said subdivision map.

Section 6. "Declarant" shall mean and refer to U. S. HOME CORPORATION, its successors and assigns if such successors or assigns should acquire more than one undeveloped Lot from the Declarant for the purpose of development, or if such successors or assigns should acquire more than one developed Lot which has not been built on for the purpose of erecting thereon single family dwellings.

ARTICLE II

PROPERTY RIGHTS

Section 1. Owner's Easements of Enjoyment. Upon conveyance of same to the Association, every Owner shall have a right and easement of enjoyment in and to the Common Area which shall be appurtenant to the title to every Lot, subject to the following provisions:

(a) The right of the Association to charge reasonable admission and other fees for the use of any recreational facility situated upon the Common Area;

(b) The right of the Association to suspend the voting rights and right to use of the recreational facilities by an Owner or the Owner's delegate for any period during which any assessment against his Lot remains unpaid; and for a period not to exceed sixty (60) days for any infraction

of its published rules and regulations;

(c) The right of the Association to borrow money for the purpose of improving the Common Area and facilities and in aid thereof to mortgage said property pursuant to the requirements of Article IX, Section 7, hereof and the approval of two-thirds (2/3) of each class of membership evidenced by a duly executed instrument in writing.

(d) The right of the Association to dedicate or transfer all or any part of the Common Area to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by the members. No such dedication or transfer shall be effective unless an instrument signed by two-thirds (2/3) of each class of members agreeing to such dedication or transfer has been recorded.

Section 2. Delegation of Use. Any Owner may delegate, in writing, in accordance with the By-Laws, his right of enjoyment to the Common Area and facilities to the members of his household, his co-owners, his tenants, or contract purchasers who reside on the property. All such delegates shall be subject to the rules and regulations of the Association and all provisions of the Articles of Incorporation and By-Laws of the Association and of this Declaration to the same extent as the Owner, and the Association may take any action against such delegate to enforce such documents as it is authorized to take against the Owner, and the Owner and his delegate shall be bound thereby. The delegation of use hereunder to a resident tenant, contract purchaser, or co-owner shall divest the delegating owner of his rights hereunder. Such delegation may be granted or revoked in accordance with the By-Laws.

ARTICLE III

MEMBERSHIP AND VOTING RIGHTS

Section 1. Every person or entity who is a record owner of a fee or undivided fee interest in any lot which is subject, by covenants of record, to assessment by the Association, including contract sellers, shall be a member of the Association. The foregoing is not intended to include persons or entities who hold an interest merely as security for the performance of an obligation. Membership shall be appurtenant to and may not be separated from ownership of any lot which is subject to assessment by the Association. Ownership of such lot shall be the sole qualification of membership.

Section 2. The Association shall have two classes of voting membership:

Class A. Class A members shall be all those Owners as defined in Article ~~IX~~ with the exception of the Declarant. Each lot owned by a Class A member

or members shall be allowed one vote for each lot which vote may be cast by the owner or co-owners of that lot but in no event shall more than one vote be cast with respect to any lot.

Class B. The Class B members shall be the Declarant (as defined in the Declaration) and shall be entitled to three (3) votes for each lot owned. The Class B membership shall cease and be converted to Class A membership on the happening of either of the following events, whichever occurs earlier:

- (a) When the total votes outstanding in the Class A membership equal the total votes outstanding in the Class B membership
- or
- (b) January 1, 1990

provided, however, that the Class B membership shall be reinstated upon annexation to the properties of any additional residential property and/or common area, but subject to further cessation in accordance with the limitations set forth in the preceding paragraphs (a) and (b) of this Article, whichever occurs first.

ARTICLE IV

COVENANTS FOR MAINTENANCE ASSESSMENTS

Section 1. Creation of the Lien and Personal Obligation of Assessments.

The Declarant, for each Lot owned within the Properties, hereby covenants, and each Owner of any Lot by acceptance of a deed therefor, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association: (1) annual assessments or charges, and (2) special assessments for capital improvements or ad valorem taxes levied on the Common Area, such assessments to be established and collected as hereinafter provided. The annual and special assessments, together with interest, costs, and reasonable attorney's fees, shall be a charge on the land and shall be a continuing lien upon the property against which each such assessment is made. Each such assessment, together with interest, costs, and reasonable attorney's fees, shall also be the personal obligation of the person who was the Owner of such property at the time when the assessment fell due. The personal obligation for assessments delinquent at the time of conveyance shall not pass to successors in title unless expressly assumed by them.

Section 2. Purpose of Assessments. The assessments levied by the

Association shall be used exclusively to promote the recreation, health,

safety, and welfare of the residents in the Properties and for the improvement and maintenance of the Common Area owned by the Association and areas affecting the houses situated upon the properties.

Section 3. Maximum Annual Assessment. Until January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment shall be one hundred eighty dollars (\$180.00) per lot:

(a) From and after January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment shall be adjusted in conformance with the Consumer Price Index (CPI) published by the U. S. Department of Labor, specifically the Consumer Price Index for Urban Wage Earners and Clerical Workers, U. S. City Average. All items, unadjusted for seasonal variation. The maximum assessment for any year shall be the amount determined by (a) taking the dollar amount specified above in the first sentence of this Section, (b) multiplying that amount by the published CPI number for the fourth month prior to the beginning of the subject year and (c) dividing that resultant by the published CPI number for the fourth month prior to the month in which this declaration was signed by the Declarant.

(b) In the event that the aforementioned Consumer Price Index for Urban Wage Earners and Clerical Workers, U. S. City Average is not published by the U. S. Department of Labor, the maximum annual assessment shall be adjusted by the use of any similar applicable index currently published by the United States Government. If no similar applicable index is published, then the maximum annual assessment shall be increased by an amount equal to the average percentage increase over the previous history of the Association.

(c) From and after January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment amount specified above in the first sentence of this Section and used in the above CPI adjustment formula may be changed by a vote of the members, provided that any such change shall have the assent of two-thirds (2/3) of the votes of each class of members who are voting in person or by proxy, at a meeting duly called for this purpose, written notice of which shall be sent to all members not less than 30 days nor more than 50 days in advance of the meeting setting forth the purpose of the meeting. The limitations hereof shall not apply to any change in the maximum and basis of the assess-

ments undertaken as an incident to a merger or consolidation in which the Association is authorized to participate under its Articles of Incorporation.

(d) The Board of Directors may fix the annual assessment at an amount not in excess of the maximum. As long as there is a Class B membership the Board of Directors may charge and collect a fraction of the annual assessment on each Lot until the conveyance of said Lot by Declarant to an Owner, provided that, after any conveyance of the Common Area, any such fractional charge to Declarant shall not be less than fifty percent (50%).

(e) So long as there is Class B membership, the Board of Directors, by virtue of this Declaration and the powers granted in the Articles of Incorporation and the By-Laws of the Association, shall have the authority at its discretion to enter into trash and garbage disposal contracts with contractors to serve the trash and garbage disposal needs of the Owners, and to assess each Owner a pro rata amount of the cost of such trash and garbage disposal service in addition to the annual assessment which amount, if any, is to be determined independently of and in addition to the maximum annual assessment.

Section 4. Special Assessments for Capital Improvements & Taxes. In addition to the annual assessments authorized above, the Association may levy, in any assessment year, a special assessment applicable to that year only for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of a capital improvement upon the Common Area, including fixtures and personal property related thereto, and any ad valorem taxes assessed against the Common Area provided that any such assessment shall have the assent of two-thirds (2/3) of the votes of each class of members who are voting in person or by proxy at a meeting duly called for this purpose.

Section 5. Notice and Quorum for any Action Authorized Under Sections 3 and 4. Written notice of any meeting called for the purpose of taking any action authorized under Section 3 and 4 shall be sent to all members not less than 30 days nor more than 50 days in advance of the meeting. At the first such meeting called, the presence of members or of proxies entitled to cast two-thirds (2/3) of all the votes of each class of membership shall constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notice requirement, and the required quorum at the subsequent meeting shall be one-half (1/2) of the required quorum at

the preceding meeting. If the required quorum at such subsequent meeting is not present other meetings may be called, subject to the same notice requirements and the required quorum at each subsequent meeting shall be one-half (1/2) of the required quorum at the immediately preceding meeting. No such subsequent meeting shall be held more than 50 days following the preceding meeting.

Section 6. Uniform Rate of Assessment. Both annual and special assessments must be fixed at a uniform rate for all Lots, except as provided in Section 3 (c) hereof, and may be collected on a monthly basis.

Section 7. Date of Commencement of Annual Assessments: Due Dates:
The annual assessments provided for herein shall commence as to all Lots on the first day of the month following the conveyance of the Common Area. The first annual assessment shall be adjusted according to the number of months remaining in the calendar year. The Board of Directors shall fix the amount of the annual assessment at least thirty (30) days in advance of each annual assessment period. Written notice of the annual assessment shall be sent to every Owner subject thereto. The due dates shall be established by the Board of Directors. The Association shall, upon demand, and for a reasonable charge, furnish a certificate signed by an officer of the Association setting forth whether the assessments on a specified Lot have been paid.

Section 8. Effect of Non-Payment of Assessments: Remedies of the Association. Any Assessments not paid within thirty (30) days after the due date, shall bear interest from the due date at the rate of 10 percent per annum. The Association may bring an action at law against the Owner personally obligated to pay the same or foreclose the lien against the property, and interest, costs, and reasonable attorney's fees of any such action shall be added to the amount of such assessment. Each Owner, by his acceptance of a deed to a Lot, hereby expressly vests in the PHEASANT CREEK HOMEOWNERS ASSOCIATION, INC., or its agents, the right and power to bring all actions against such Owner personally for the collection of such charges as a debt and to enforce the aforesaid lien by all methods available for the enforcement of such liens, including foreclosure by an action brought in the name of the Association in a like manner as mortgage or deed of trust lien on real property, and such Owner hereby expressly grants to the Association a power of sale in connection with said lien. The lien provided for in this section shall be in favor of the Association and shall be for

the benefit of all other Lot Owners. The Association acting on behalf of the Lot Owners shall have the power to bid in an interest foreclosed at foreclosure sale and to acquire and hold, lease, mortgage and convey the same; and to subrogate so much of its right to such liens as may be necessary or expedient to an insurance company continuing to give total coverage notwithstanding nonpayment of such defaulting Owner's portion of the premium. No Owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Area or abandonment of his Lot.

Section 9. Subordination of the Lien to Mortgages. The lien of the assessments provided for herein shall be subordinate to the lien of any mortgage or mortgages granted or created by the Owner of any Lot to secure the payment of monies advanced and used for the purpose of purchasing and/or improving such Lot. Sale or transfer of any Lot shall not affect the assessment lien. However, the sale or transfer of any Lot pursuant to a foreclosure under such purchase-money or improvement mortgages or any proceeding in lieu of foreclosure thereof, shall extinguish the lien of such assessments as to payment thereof which became due prior to such sale or transfer. No sale or transfer shall relieve such Lot from liability for any assessments thereafter becoming due or from the lien thereof.

Section 10. Exempt Property. All properties dedicated to and accepted by a local public authority; and all properties owned by a charitable or non-profit organization exempt from taxation by the laws of the State of Texas shall be exempt from the assessment created herein. However, no land or improvements devoted to dwelling use regardless of ownership shall be exempt from said assessment.

Section 11. Management Agreements. Each Owner of a Lot hereby agrees to be bound by the terms and conditions of all management agreements entered into by the Association. A copy of all such agreements shall be available to the Lot Owners. All management agreements shall be made with responsible parties having experience adequate for the management of a project of this type.

Section 12. Reserves. The Association shall endeavor to establish and maintain a Reserve Fund to help defray the cost of reasonably foreseeable uninsurable matters, capital expenditures, and other contingencies deemed appropriate by the Board of Directors. The officers and directors of the Association shall have no liability for damages or expenses incurred by the

Association in excess of the amount of the Reserve Fund. Monies set aside in the Reserve Fund may be reallocated for use in payment of operating expenses with the approval of a majority of the members of the Board of Directors.

ARTICLE V

ARCHITECTURAL REVIEW

Section 1. Requirement. No exterior addition to or change in any structure may be made, and no building, outbuilding, fence, wall, room addition, residence, structure, antenna or other projection from a structure (whether of a temporary or permanent nature, and whether or not such structure shall be affixed to the ground) may be commenced, erected, maintained, improved or altered, nor may any grading, excavation, tree removal, planting, change of exterior color or other work which in any way alters the exterior appearance of any Lot or improvement be done on any Lot owned by a Class A member, (except such Lots as are owned by the Declarant), until the plans and specifications showing the nature, kind, shape, height, materials, and location of the same shall have been submitted in writing and approved in writing by the Board of Directors regarding (a) the harmony of its exterior design and location in relation to, and its effect upon surrounding structures, vegetation, topography, and the overall community design of the Properties, (b) the type and quality of the exterior materials, (c) the quality of the exterior workmanship, and (d) compliance with the terms of this Declaration and guidelines adopted by the Board of Directors of the Association.

Section 2. Committee. The Board of Directors of the Association may appoint an Architectural Review Committee to assist in performing the functions called for in this Article V. The Board of Directors may delegate to the Architectural Review Committee the responsibility set forth herein. The persons serving on the Architectural Review Committee, or their successors, may serve at the discretion of the Board of Directors of the Association. No person serving on the Committee shall be entitled to compensation for services performed pursuant to this Article V. However, the Committee with the approval of the Board of Directors may employ one or more architects, engineers, attorneys, or other consultants to assist the committee in carrying out its duties hereunder; and the Association shall pay such consultants for such services as they render to the Committee.

Section 3. Purpose. The Board of Directors or the Architectural Review Committee shall regulate the external design, appearance and location of the

Properties and of improvements thereon in such a manner as (a) to promote those qualities in the environment which bring value to the Properties and (b) to foster the attractiveness and functional utility of the community as a place to live, including a harmonious relationship among structures, vegetation and topography.

Section 4. Procedures. In the event that the Board of Directors fails to respond in writing to an application within thirty days after the plans and specifications in writing have been submitted to the secretary, in accordance with adopted procedures, approval will be deemed granted.

Section 5. Guidelines. The Board of Directors of the Association shall develop and promulgate policy guidelines for the application of the architectural review provisions in this Declaration. The policy guidelines shall include (a) review procedures, (b) aspects and objectives of review, and (c) principles and criteria used as standards in determining the achievement of the required objectives. The policy guidelines may also include specific design practices that, though optional, are generally acceptable methods for achieving the required objectives in particular design problems frequently encountered in the Properties. The Policy guidelines are intended to assist the Architectural Review Committee and the Owners of Lots in the ongoing process of community design. They may be modified and supplemented from time to time, upon approval of the Board of Directors.

Section 6. Applicability to Declarant. The provisions of this Article V shall not apply to any Lot owned by the Declarant.

ARTICLE VI

EXTERIOR MAINTENANCE

In the event a Class A Member who is the Owner of any Lot in the Properties shall fail to maintain the premises and the improvements situated thereon in a manner satisfactory to the Board of Directors, the Association, after approval of two-thirds (2/3) vote of the Board of Directors, shall have the right, through its agents and employees, to enter upon said Lot and to repair, maintain, trim trees and shrubs, mow grass, plant grass or other suitable vegetation and restore the Lot and exterior of the buildings and any other improvements erected thereon. The costs of such exterior maintenance shall be added to and become part of the assessment to which such Lot is subject.

ARTICLE VII
USE RESTRICTIONS

DEED
VOL 839 PAGE 766

1. All Lots shall be known and described as Lots for residential purposes only (hereinafter sometimes referred to as "residential lots"), and no structure shall be erected, placed, altered, or permitted to remain on any residential lot other than one (1) single-family dwelling not to exceed two (2) stories in height and a detached or an attached garage for not less than one (1) or more than three (3) cars. As used herein, the term "residential purposes" shall be construed to prohibit the use of said property for duplex houses, garage apartments or apartment houses; and no Lot shall be used for institutional, business or professional purposes of any kind, nor for any commercial or manufacturing purposes. No building of any kind or character shall ever be moved onto any Lot within said subdivision by any Class A Member (except greenhouses, storage houses or similiar structures not for occupancy that are approved by the Board of Directors pursuant to Article V), it being the intention that only new construction shall be placed and erected thereon. Each single family dwelling may be occupied by only one family consisting of one or more persons related by blood, adoption or marriage or no more than two unrelated persons living and cooking together as a single housekeeping unit together with any household servants. Each single family dwelling shall contain no more than one housekeeping unit.

2. Any single story residence constructed on said Lots must have a ground floor area of not less than 1,250 square feet, exclusive of open or screened porches, terraces, driveways, and garages. Any residence other than a single story residence must have not less than 850 square feet of ground floor living area exclusive of open or screened porches, terraces, driveways, and garages. The construction of any residence will involve the use of not less than 50% brick veneer around the outside perimeter of the ground floor of the building.

3. No building shall be located on any Lot nearer to the front Lot line or nearer to the side street line than the minimum building set-back lines shown on the recorded plat. No side yards at the front building set-back line shall be less than 5 feet, except a three (3) foot side yard shall be permissible for a garage or other permitted accessory building located sixty (60) feet or more from the front property line. For the purpose of this covenant, eaves, steps and open porches shall not be considered as a part of the building; provided, however, that this shall not be construed

to permit any portion of a building on any Lot to encroach upon another Lot. If two or more Lots, or fractions thereof, are consolidated into the building site in conformity with the provisions of Section 4 below, these building set-back provisions shall be applied to such resultant building site as if it were one original, platted Lot.

4. None of said Lots shall be re-subdivided in any fashion except that any entity owning two or more adjoining Lots may subdivide or consolidate such Lots into building sites, with the privilege of placing or constructing improvements as permitted in Sections 2 and 3 above on each such resulting building site, provided that such subdivision or consolidation does not result in any building sites with less than fifty-five (55) feet at the front building line in PHEASANT CREEK, SECTION ONE (1).

5. Easements for the underground service may be crossed by driveways and walkways, provided that the builder makes prior arrangements with the utility company furnishing electric service and provides and installs the necessary electric conduit of approved type and size under such driveways and walkways prior to construction thereof. Such easement for the underground services shall be kept clear of all other improvements, including buildings, patios, or other pavings, and neither Declarant, grantor of the easement, nor any utility company using the easement shall be liable for any damage done by either of them or their assigns, their agents, employees, or servants, to shrubbery, trees, flowers or other improvements (other than crossing driveways or walkways provided conduit has been installed as outlined above) of the Owner and located on the land covered by said easements.

6. No noxious or offensive activity shall be carried on upon any Lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood.

7. No structure of a temporary character, trailer, motor home, mobile home, basement, tent, shack, garage, barn or other outbuilding shall be used on any Lot owned by a Class A member at any time as a place of habitation, either temporarily or permanently.

8. No signs of any character shall be allowed on any Lot except one sign of not more than nine square feet advertising the property for sale or rent; provided, however, U. S. Home Corporation, and any entity similarly building in PHEASANT CREEK, SECTION ONE (1) has the right, during the

construction and sales period, to construct and maintain such facilities as it determines are necessary or convenient including, but without limitation, signs, offices, storage areas and model units.

9. No oil drilling, oil development operations, oil refining, quarrying or mining operations of any kind shall be permitted on any Lot, nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted on any Lot. No derrick or other structure designed for use in boring for oil, natural gas, or other minerals shall be erected, and maintained or permitted in any Lot.

10. No Lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage or other waste materials shall not be kept except in sanitary containers constructed of metal, plastic or masonry materials with sanitary covers or lids. All equipment for the storage or disposal of such waste materials shall be kept in clean and sanitary condition. Provided further, that no Lot shall be used for the open storage of any materials whatsoever which storage is visible from the street, except that new building materials used in the construction of improvements erected upon any Lot may be placed upon such Lot at the time construction is commenced and may be maintained thereon for a reasonable time; so long as the construction progresses without delay, until the completion of the improvements, after which these materials shall either be removed from the Lot or stored in a suitable enclosure on the Lot.

11. No pets, animals, livestock or poultry of any kind shall be raised, bred or kept on any Lot except that dogs, cats or other house-type pets may be kept provided that they are not kept, bred or maintained for any commercial purposes, not to exceed a total of three (3) adult animals. All animals must be properly tagged for identification and penned in an approved enclosure. No animal may be chained or leashed outside an enclosure unless being walked on a leash. Whenever an animal is removed from its enclosure it must be in the possession of its owner or the owner's agent and must be restrained by a proper leash of chain, rope, plastic, leather, or similar material.

12. No fence, wall, or hedge shall be placed, or permitted to remain, on any Lot nearer to the street on which said Lot fronts than the front building set back line or the front of the main residence on such Lot,

exclusive of the garage, whichever is farther from the street, except for decorative subdivision entry fences, or fencing used for enclosing community facilities installed by U. S. Home Corporation and or PHEASANT CREEK HOMEOWNERS ASSOCIATION, INC., which are approved in accordance with Article V hereof. Also, no chain link, metal, or wire fence will be permitted on any Lot owned by a Class A Member. No fencing shall be constructed, placed or erected without strict compliance with Article V.

13. Shrub, tree planting, fence, wall, or hedge which obstructs sight lines at elevations between 2 and 6 feet above the roadway shall be planted, constructed, or permitted to remain on any corner Lot within the triangular area formed by the street property lines and a line connecting them at points 25 feet from the intersection of the public street right-of-way lines, or in the case of rounded property corner from the intersection of the public street right-of-way lines extended. The same sight line limitations shall apply on any Lot within 10 feet from the intersection of a public street right-of-way line with the edge of a private driveway or alley pavement. No tree shall be permitted to remain within such distances of such intersections unless the foliage line is maintained at sufficient height to prevent obstructions of such sight lines.

14. No motor vehicle may be parked or stored on any part of any Lot, easement, right-of-way, or common area or in the street adjacent to any Lot, easement, right-of-way or common area unless such vehicle is completely concealed from public view inside a garage or other approved enclosure, except passenger automobiles, passenger vans, motorcycles, or pick-up trucks that are in operating condition, having current license plates and inspection stickers, are in daily use as motor vehicles on the streets and highways of the State of Texas and which do not exceed six feet six inches in height, or seven feet six inches in width, or twenty-one feet in length.

No camper, trailer, boat, marine craft, hovercraft, aircraft, non-motorized vehicle, machinery or equipment of any kind may be parked or stored, on any part of any lot, easement, right-of-way, or common area or in the street adjacent to such lot, easement, right-of-way, or common area unless such object is completely concealed from public view inside a garage or other approved enclosure.

15. Garage doors shall be closed at all times except for immediate entry and exit.

16. One conventional television antenna per household may be erected and maintained provided that such television antenna is erected in such manner that it is completely concealed behind the house as viewed from the street in front of the house. No radio antennae, "HAM" radio antennae, "CB" radio antennae, or other television antennae or accessories shall be erected or permitted to remain outside of a building on any Lot owned by a Class "A" Member. Television antennae erected under this restriction shall be attached to the main residence or garage located on the Lot and shall not be supported by guy wires. The permitted antenna array shall not exceed eight feet in length or four feet in width or depth (8'x4'x4' maximum). Strict compliance with Article V shall be required prior to the installation of a television antenna under this restriction.

17. No outbuildings except detached garages shall exceed eight (8') feet in height and must be approved in strict compliance with Article V. Every outbuilding, except a greenhouse, shall correspond in style and architecture to the dwelling to which it is appurtenant. No building of any kind or character which is of frame construction on the exterior shall be erected on any lot unless same, at the time of construction, shall receive at least two coats of paint, unless otherwise approved by the Board of Directors. No outbuilding shall be constructed unless it shall be concealed from public view behind an approved fence.

18. Grass and weeds shall be kept mowed to prevent unsightly appearances. Dead or damaged trees, which might create a hazard to property or persons on any lot or adjacent lot, shall be promptly removed or repaired and if not removed by owner upon request, then the Association may remove such trees at the owner's expense and shall not be liable for damage done in such removal. A ground cover of grass or other suitable vegetation must be maintained upon each Lot owned by a Class A Member. The Association shall have the right, upon ninety (90) days written notice to any Class A Member who fails to maintain a suitable ground cover, to enter upon such Lot and to plant grass or other suitable ground cover vegetation, the expense of which shall be a charge against the Lot and shall be added to the annual assessment in accordance with Article VI. The Association shall not be liable for any damage done in such planting.

19. Driveways shall be repaired or replaced as necessary but no driveway may be widened nor shall artificial coloring agents or paint be applied thereto.

20. Room additions, painting or other exterior remodeling shall not be begun without the prior written approval of the Board of Directors in compliance with Article V.

ARTICLE VIII

EASEMENTS

Section 1. All easements and alleys for the installation and maintenance of utilities and drainage facilities are reserved as shown on the plat of PHEASANT CREEK, SECTION ONE (1). No shrubbery, fence, or other obstruction shall be placed within any drainage easement. No sand, soil or other material which would impede or retard the flow of water may be placed within any drainage easement.

Right of use for ingress and egress shall be had at all times over any dedicated easement, and for the installation, operation, maintenance, repair or removal of any utility, together with the right to remove any obstruction that may be placed in such easement, that would constitute interference with the use, maintenance, operation or installation of such utility.

Section 2. An underground electric distribution system will be installed in that part of PHEASANT CREEK, SECTION ONE (1), designated herein as Underground Residential Subdivision, which underground service area embraces all of the Lots which are platted in PHEASANT CREEK, SECTION ONE (1). The owner of each Lot containing a single dwelling unit, 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. Declarant 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 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, 240/120 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 Declarant (except for certain conduits, where applicable, and except as hereinafter provided) upon Declarant's representation that the Underground Residential Subdivision is being developed for residential dwelling units, including homes, all of which are designed to be permanently located where originally constructed (such category of dwelling units expressly to exclude mobile homes) which are built for sale or rent and all of which structures are wired so as to provide for separate metering to each dwelling unit. Should the plans of the Declarant 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 electric company shall not be obligated to provide electric service to any such mobile home unless (a) Declarant has paid to the electric 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 electric 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 electric company to be necessary.

ARTICLE IX

GENERAL PROVISIONS

Section 1. Enforcement. The Association, or any Owner, shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration, including the right of the Association to recover reasonable attorney's fees in connection with the enforcement hereof. Failure by the Association or by any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

The Association shall first notify the Owner, in writing, of the violation of this Declaration which has occurred and provide said Owner a reasonable opportunity to remove or correct such violation. If, after being provided adequate notice and a reasonable time to cure the violation, the Owner shall fail or refuse to do so the Association may proceed with appropriate legal action. If the violation is cured voluntarily or mandatorily after the Association has incurred any reasonable expenses for attorney's fees or other costs of pursuing the matter to completion such Association expenses as are reasonably related to the resolution of the dispute including but not limited to fees for consultation, counseling, inspection and correspondence shall become a charge against the property to attach as a lien in the same manner as provided in Article IV hereof unless paid by the Owner on demand.

Section 2. Severability. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no way affect any other provisions which shall remain in full force and effect.

Section 3. Amendment. The covenants and restrictions of the Declaration shall run with and bind the land, and shall inure to the benefit of and be enforceable by the Association, or the Owner of any Lot subject to this Declaration, their respective legal representatives, heirs, successors, and assigns, for a term of forty (40) years from the date this Declaration is recorded, after which time said covenants shall be automatically extended

for successive periods of ten (10) years. The covenants and restrictions of this Declaration may be amended during the first forty (40) year period by an instrument signed by not less than seventy-five (75%) percent of the Lot Owners and thereafter by an instrument signed by not less than sixty (60%) percent of the Lot Owners. Any amendment must be properly recorded in Fort Bend County, Texas.

Section 4. Gender and Grammar. The singular wherever used herein shall be construed to mean the plural when applicable, and the necessary grammatical changes required to make the provisions hereof apply either to corporations or individuals, men or women, shall in all cases be assumed as though in each case fully expressed.

Section 5. Annexation. Additional residential property and common area within Fort Bend County Municipal Utility District No. 25, more property described by metes and bounds in Exhibit "A" attached hereto and incorporated herein as if fully reproduced herein, may be annexed to the Properties with the consent of two-thirds (2/3) of each class of membership; or upon submission and approval by FHA/VA of an overall plan of the entire development, and subsequent approval of each stage of development, such additional stages may be annexed by the Board of Directions without approval by the membership.

Section 6. Mergers and Consolidations. The Association may participate in mergers and consolidations with other non-profit corporations organized for the same purposes, provided that any such merger or consolidation shall have the assent of two-thirds (2/3) of each class of the voting membership.

Section 7. FHA/VA Approval. As long as there is a Class B membership, the following actions will require the prior approval of the Federal Housing Administration or the Veterans Administration:

- Annexation of additional properties, conveyance and/or dedication of Common Area, Amendment of this Declaration of Covenants, Conditions and Restrictions, Mergers and Consolidations, Mortgaging of the Common Area, and Management Agreements.

STATE OF TEXAS
 COUNTY OF FORT BEND
 The above and foregoing is a true and correct copy as the same appears on file and recorded in the public records of Fort Bend County, Texas.
 Executed on this, AUG 17 1989

 County Clerk
 Fort Bend County, Texas
 _____ Deputy

DEED

VOLE 839 PAGE 775

IN WITNESS WHEREOF, the undersigned, being the Declarant herein has hereunto set its hand and seal this 1st day of June, 19 79.

U. S. HOME CORPORATION

By: Ken Caffey
KEN CAFFEY, DIVISION VICE PRESIDENT

THE STATE OF TEXAS
COUNTY OF FORT BEND

BEFORE ME, the undersigned authority, a Notary Public in and for said County, and State, on this day personally appeared Ken Caffey Division Vice President of U. S. HOME CORPORATION, a Delaware corporation, known to me to be the person and officer whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed, as the act and deed of said corporation, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE at Stafford, Texas, this 1st day of June, 19 79.

[Signature]

Bertha Perez
Notary Public in and for
Fort Bend County, Texas
BERTHA PEREZ
Notary Public in and for
Fort Bend County, Texas

STATE OF TEXAS
COUNTY OF FORT BEND
This instrument being in a true and correct copy to the best of my knowledge and belief, and recorded in the public records of Fort Bend County, Texas.
AUG 17 1989
Diana Gilman
County Clerk
Fort Bend County, Texas
Maria Ramirez

LEGAL DESCRIPTION

FORT BEND COUNTY MUNICIPAL UTILITY DISTRICT NO. 25
396.3116 ACRES
JESSE H. CARTWRIGHT LEAGUE A-16
M. M. BATTLES LEAGUE A-9
FORT BEND COUNTY, TEXAS

Being a Tract or Parcel of land containing 396.3116 acres located in the Jesse H. Cartwright League, A-16, and the M. M. Battles, League, A-9, Fort Bend County, Texas, said 396.3116 acres being three (3) Tracts (called 173.68 acres described in Volume 742, Page 194; called 50.241 acres described in Volume 742, Page 200, called 172.386 acres described in Volume 742, Page 205, Deed Records of Fort Bend County, Texas), said 396.3116 acres being more particularly described by metes and bounds as follows (all bearings referenced to the Texas Coordinate System, South Central Zone);

BEGINNING at the southwest corner of that 50.047 acre tract described in Volume 742, Page 210, Deed Records, Fort Bend County, Texas, the same being the southwest corner of a 172.386 acre tract described by Volume 742, Page 205, Deed Records, Fort Bend County, Texas, said corner being the intersection of the northerly right-of-way of Richmond-Gains Road (60.00 foot wide) and easterly right-of-way line of Farm to Market Road 1464 (80.00 feet wide);

THENCE northerly along the easterly right-of-way line of said F.M. 1464 the following four (4) courses:

1. North $02^{\circ} 19' 05''$ East, 685.65 feet to a point of curvature;
2. Northerly along the arc of a tangent curve to the right, said arc being subtended by a Delta Angle of $22^{\circ} 19' 57''$, having a Radius of 1869.74 feet and an Arch Length of 728.78 feet to a point of tangent;
3. North $24^{\circ} 39' 03''$ East, 1830.14 feet to a point of curvature;
4. Northerly along the arc of a tangent curve to the left, said arc being subtended by a Delta Angle of $13^{\circ} 48' 21''$, having a Radius of 1950.00 feet, and an Arc Length of 469.86 feet to a point for corner;

THENCE leaving said easterly right-of-way line, North $88^{\circ} 08' 03''$ East, 1466.16 feet to a point for corner;

THENCE, North $01^{\circ} 23' 16''$ West, 122.80 feet to a point for corner;

THENCE, North $87^{\circ} 43' 48''$ East, 1987.62 feet to a point for corner;

THENCE, South $04^{\circ} 01' 23''$ East, 134.12 feet to a point for corner;

THENCE, North $88^{\circ} 12' 17''$ East, 1827.79 feet to a point for corner, on the westerly right-of-way line of the aforesaid Richmond-Gaines Road;

THENCE, southerly along said right-of-way line the following sixteen (16) courses:

1. South $02^{\circ} 41' 59''$ West, 682.93 feet to a point of curvature;
2. Southerly along the arc of a tangent curve to the right, said arc being subtended by a Delta Angle of $27^{\circ} 37' 37''$, having a Radium of 339.53 feet, and an Arc Length of 163.71 feet to a point of tangent;
3. South $30^{\circ} 19' 36''$ West, 165.87 feet to a point for corner;

E X H I B I T "A"

4. South 30⁰ 16' 44" West, 541.59 feet to a point for corner;
5. South 23⁰ 50' 03" West, 163.01 feet to a point for corner;
6. South 18⁰ 40' 59" West, 232.02 feet to a point for corner;
7. South 14⁰ 44' 29" West, 401.65 feet to a point for corner;
8. South 09⁰ 57' 32" West, 58.97 feet to a point for corner;
9. South 49⁰ 18' 43" West, 49.07 feet to a point for corner;
10. South 72⁰ 21' 45" West, 1017.57 feet to a point for corner;
11. South 69⁰ 54' 49" West, 328.60 feet to a point for corner;
12. South 68⁰ 45' 56" West, 380.65 feet to a point for corner;
13. South 64⁰ 10' 08" West, 1116.76 feet to a point for corner;
14. South 61⁰ 40' 04" West, 424.20 feet to a point for corner;
15. South 61⁰ 32' 33" West, 8.42 feet to a point for corner;
16. South 87⁰ 17' 40" West, 2646.54 feet to the POINT OF BEGINNING and containing 396.3116 acres of land.

FILED FOR RECORD

AT 12:00 O'CLOCK *A* M.

JUN 1 1979

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

Page 2

Duly recorded this the 4 day of June A.D. 1979 at 4:30 O'Clock P.M.

By *Olivia L. Carter* Deputy

Pearl Ellett, County Clerk
Fort Bend County, Texas