

RESTRICTIONS AND LAND USE LIMITATIONS
TG-SAN BERNARD, LTD.

THE STATE OF TEXAS *
 * KNOW ALL MEN BY THESE PRESENTS
 COUNTY OF FORT BEND *

THAT, TG-SAN BERNARD, LTD., for the purpose of instituting and carrying out a uniform plan for the subdivision and sale of land it owns in Fort Bend County, Texas, to be known as TIERRA GRANDE, Section One (1), which land is described by metes and bounds on the attached Exhibit "A", does hereby adopt and impose on behalf of itself, its legal representatives and assigns, as well as each and every purchaser of any tract in the subdivision their heirs and assigns, the following restrictive covenants and land use limitations covering all tracts of land. These restrictive covenants and use limitations shall run with the land and become a part of all contracts for sale, contracts for deed, deeds, and any other legal instrument whereby, the title or possession of any part or portion of the land is conveyed or transferred.

The restrictions are as follows:

1. The tracts of land, and each and every one thereof, are primarily for single family residential purposes. No apartment house, double house or other multiple/family dwelling shall be erected, placed, permitted, or maintained on such premises, or any part thereof. Any business operated on the premises shall be owned and operated by the owner of the lot. Prior to beginning the operation of any business, a single family residence must be in existence on the lot. The building within which the business is to be operated, if any, shall be built in the rear of the residence and be of similar or like construction as the residence. All supplies, inventory or materials used in the business shall be kept in an enclosed structure.

2. Each residence building shall contain no less than 1,200 square feet of floor space, exclusive of open porches, carports, breezeways, and garages. No mobile homes shall be allowed on the tracts. Campers may be in place for weekend use but shall not be used for a permanent residence. No old existing homes may be moved onto the property even if they are the framework for the purpose of remodeling or updating the construction.

3. All buildings, dwellings, garages, barns and other improvements constructed on any part of the land must be set back at least 125 feet from the center line of the road and 10 feet from any adjoining property line.

4. Livestock shall not be permitted upon the land except within a fenced area. In no event shall the owner of a tract be allowed more than one (1) animal for every one (1) acres of land owned. Livestock shall consist of horses, cattle, sheep and goats. Family pets such as cats or dogs are not considered livestock.

5. No tract or any part of a tract shall be used or maintained as a dumping ground for rubbish, trash, or wastes.

6. No junk yards, repair yards, or wrecking yards shall be located on any tract. Two or more vehicles in disrepair or without valid license plates on a tract for more than two weeks shall constitute a junk yard.

7. Lots shall be maintained, mowed, and kept free of brush.

8. No outside toilets shall be permitted. Prior to residing on a tract, the owner shall install a septic tank soil-absorption sewerage disposal system. Installation of the septic tank soil-absorption sewerage disposal system shall be in accordance with the minimum recommendations of the Division of Sanitary Engineering, Texas State Department of Health, and subject to the inspection by the Fort Bend County Engineering Department.

9. No noxious or offensive activity shall be carried on or conducted upon any tract, nor shall anything be done on any tract which shall or may be or become any annoyance or nuisance to neighbors.

10. TG-SAN BERNARD, LTD. will maintain the existing roads until December 31, 1987. After that date, the maintenance of the roadways shall be the responsibility of the Property Owners Association. Should the Property Owners Association elect to, TG-SAN BERNARD, LTD. shall join with the Property Owners Association in a dedication of the roadways to Fort Bend County, Texas, for the purpose of transferring the responsibility of maintenance to Fort Bend County, Texas. All driveways off public roads to a tract shall be constructed and installed so as not to obstruct drainage or flow of water. The owner of the tract being served by a driveway shall install appropriate culverts or drainage pipe under the driveway so as not to impede drainage.

11. No oil well drilling, oil development operations, oil refining, quarrying or mining operations of any kind shall be permitted on the property except within the reserved areas designated as drill sites.

12. No tract may be subdivided into parcels of less than two (2) acres.

13. Any fences constructed across a drainage easement must provide a gate or gap not less than sixteen (16') feet wide

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to provide access to the drainage easements for maintenance or other activity as necessary to maintain the easements.

These restrictions shall be binding upon all parties and all persons for twenty (20) years from the date executed and shall thereafter continue for successive periods of ten (10) years each, unless on or before the end of one of the extension periods, the owners of a majority of the tracts shall, by written instrument duly recorded, declare these covenants amended or terminated.

PROPERTY OWNERS ASSOCIATION

There shall be established a Property Owners Association which shall be a non-profit corporation. The association shall be established no later than December 31, 1987. The members of such association shall be the property owners of the subdivision. Each property owner shall be entitled to one (1) vote for each acre of land owned in the subdivision (any fractional portion of an acre, will not be counted in vote allocation). The Property Owners Association shall meet during October of each year to elect officers. The Property Owners Association shall be empowered to enforce all of the restrictions, reservations and use limitations contained in this instrument.

MAINTENANCE CHARGE

There is hereby established a maintenance charge of TEN AND NO/100 (\$10.00) DOLLARS per acre per year. This maintenance charge shall be due on the 15th day of January each year, beginning January 15, 1988. The maintenance charge shall be paid to the Non-Profit Property Owners Association. The Property Owners Association shall be responsible for the repair and maintenance of the roadways and other common areas. The maintenance charge imposed may be changed. At a meeting of the Property Owners Association called for the purpose of changing the maintenance charge, a majority of those members voting at the meeting in person or by proxy may change the maintenance charge. To secure the payment of the maintenance charge a Vendor's Lien is hereby reserved for the benefit of the Property Owners Association

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against all land in the subdivision. The lien shall be not only for the maintenance charge, but also for the reasonable costs of collection, including attorney's fees; provided, however, that such maintenance charge lien is specifically subordinate, secondary and inferior to all liens, present or future, created by or at the instance and request of the owner of any such tract, to secure the payment for any improvements on the tract or purchase money liens. Prior to the foreclosure of such maintenance charge lien, the Property Owners Association shall be required to give the owner of a tract sixty (60) days prior written notice of such proposed foreclosure by certified mail, return receipt requested. The failure of the property owner to pay the delinquent maintenance charge within such time shall entitle the Property Owners Association to proceed to enforce its lien.

VETERANS LAND BOARD OF TEXAS

If any of the tracts of land in the subdivision are owned by the Veterans Land Board of the State of Texas, the maintenance charge shall be the responsibility of the Veteran who has contracted to purchase the land from the Veterans Land Board. All other restrictions, covenants and limitations of land use shall apply to the Veterans Land Board. During the time that the Veterans Land Board is the record owner of the property, the maintenance charge shall not be a lien against such property. For the purpose of determining membership in the Property Owners Association, the Veteran purchasing the land under contract for deed from the Veterans Land Board of Texas shall be considered the owner of the tract.

THIS DECLARATION OF COVENANTS, CONDITIONS AND LIMITATIONS as to land use is dated the 31st day of October, 1986.

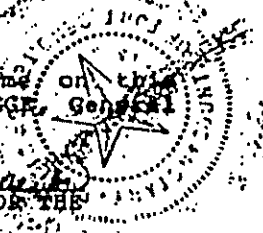
TG-SAN BERNARD LTD.

BY: C. E. Muegge
C. E. MUEGGE
General Partner

THE STATE OF TEXAS

COUNTY OF WHARTON

THIS INSTRUMENT, was acknowledged before me on this
the 31st day of October, 1986, by C. E. MUEGGE, General
Partner of TG-SAN BERNARD LTD.



Phyllis Gaidosik
NOTARY PUBLIC IN AND FOR THE
STATE OF TEXAS

PHYLLIS GAIDOSIK

TYPE OR PRINT NAME OF NOTARY
MY COMMISSION EXPIRES: 10/24/88

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AS PER ORIGINAL

SECTION ONE -- 114.676 ACRES

FIELD NOTE DESCRIPTION OF A 114.676 AC. TRACT OF LAND, OUT OF THE GEORGE HUFF LEAGUE, ABSTRACT 34, FORT BEND COUNTY, TEXAS, BEING A PORTION OF THAT CERTAIN CALLED 969.9 AC. TRACT OF LAND DESCRIBED IN DEED DATED JULY 24, 1986 FROM TEXASGULF INC. TO TG-SAN BERNARD LTD., RECORDED IN VOL. 1869, PG. 1446 OF THE FORT BEND COUNTY DEED RECORDS.

BEGINNING at a 1 inch iron rod found in the center of MUECK ROAD for the Northeast corner hereof, same being the Northeast corner of said 969.9 Ac. tract, and being in the East line of the PETER CONRAD SURVEY, ABSTRACT 21, said iron rod also being the most Southerly corner of the E.H. DURST SURVEY, ABSTRACT 165, and the Northeast corner of the GEORGE HUFF LEAGUE, ABSTRACT 34;

THENCE SW 20 Deg. 03 Min. 59 Sec., with East line of said 969.9 Ac. tract, 1250.00 ft. to a point for the Southeast corner hereof in the center of SHAKE CREEK;

THENCE upstream along the centerline of SHAKE CREEK meanders:

NW 61 Deg. 35 Min. 35 Sec.	50.11 ft.
NW 63 Deg. 55 Min. 42 Sec.	57.30
NW 75 Deg. 36 Min. 10 Sec.	85.90
NW 86 Deg. 18 Min. 44 Sec.	194.80
NW 87 Deg. 46 Min. 33 Sec.	104.70
SW 75 Deg. 58 Min. 20 Sec.	84.50
SW 67 Deg. 20 Min. 20 Sec.	93.20
SW 61 Deg. 29 Min. 51 Sec.	79.80
SW 47 Deg. 17 Min. 33 Sec.	129.20
SW 38 Deg. 20 Min. 36 Sec.	94.50
SW 26 Deg. 59 Min. 29 Sec.	70.90
SW 13 Deg. 55 Min. 58 Sec.	117.70
SE 07 Deg. 06 Min. 45 Sec.	58.60
SE 00 Deg. 14 Min. 21 Sec.	62.10
SE 13 Deg. 38 Min. 56 Sec.	116.50
SE 10 Deg. 14 Min. 00 Sec.	62.40
SE 00 Deg. 26 Min. 37 Sec.	66.40
SW 13 Deg. 29 Min. 37 Sec.	72.90
SW 14 Deg. 44 Min. 52 Sec.	424.70
SW 05 Deg. 56 Min. 58 Sec.	230.00
SW 36 Deg. 28 Min. 37 Sec.	127.10
SW 65 Deg. 31 Min. 17 Sec.	130.00
SW 74 Deg. 20 Min. 27 Sec.	80.80
SW 72 Deg. 55 Min. 44 Sec.	82.50
NW 83 Deg. 11 Min. 11 Sec.	92.00
NW 71 Deg. 53 Min. 04 Sec.	637.00
NW 49 Deg. 45 Min. 39 Sec.	467.28 ft. to a point

in the West line of said 969.9 Ac. tract for the Southwest corner hereof;

THENCE NE 20 Deg. 10 Min. 32 Sec., with West line of said 969.9 Ac. tract, 3142.42 ft. to a 1 inch iron rod found in the center of MUECK ROAD for the Northwest corner hereof, same being the Northwest corner of said 969.9 Ac. tract;

THENCE SE 69 Deg. 30 Min. 10 Sec., with centerline of said MUECK ROAD and North line of said 969.9 Ac. tract, 1901.82 ft. to the PLACE OF BEGINNING and containing 114.676 Ac. of land.

Field Notes prepared from on the ground survey and instruments of record, September, 1986.


Robert J. Kolacny, RPS No. 2320

Exhibit A

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