

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
FOR
SADDLECREEK FARMS, SECTIONS I, II & III

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STATE OF TEXAS §
COUNTY OF HARRIS §

KNOW ALL BY THESE PRESENTS:

This Declaration of Covenants, Conditions and Restrictions, made on the date hereinafter set forth by Pebble Phase Inc., DBA SADDLECREEK FARMS, hereinafter referred to as "Declarant,"

WITNESSETH:

WHEREAS, Declarant is the owner of that certain tract of land known as "SADDLECREEK FARMS, SECTIONS I, II & III" being a subdivision in Harris County, Texas, according to the map or plat thereof recorded in Volume ____ Page ____ of the Map Records of Harris County, Texas, and

WHEREAS, it is the desire of Declarant to place certain restrictions, easements, covenants, conditions, stipulations and reservations (herein sometimes referred to as the "Restrictions") upon and against such Property in order to establish a uniform plan for the development, improvement and sale of the Property, and to insure the preservation of such uniform plan for the benefit of both the present and future owners of Lots in said Subdivision;

NOW, THEREFORE, Declarant hereby adopts, establishes and imposes upon the Subdivision known as SADDLECREEK FARMS, and its SECTION S I, II & III, hereinafter referred to as the "Property", and declares the following reservations, easements, restrictions, covenants and conditions, applicable thereto, all of which are for the purposes of enhancing and protecting the value, desirability and attractiveness of said Property, which Restrictions shall run with said Property and title or interest therein, or any part thereof, and shall inure to the benefit of each owner thereof, except that no part of this Declaration or the Restrictions shall be deemed to apply in any manner to the areas identified or platted as a Reserve or Unrestricted Reserve on the Plat or to any area not included in the boundaries of said Plat. Declarant also declares that this Subdivision shall be subject to the jurisdiction of the "Association" (as hereinafter defined).

ARTICLE I
DEFINITIONS

Section 1.01 "Annexable Area" shall mean and refer to any additional property made subject to the jurisdiction of the Association pursuant to the provisions set forth herein, including, without limitation any other sections of SADDLECREEK FARMS subdivision, if any, Declarant may plat and any property adjacent to or in the proximity of the Property which the Declarant may wish to include in the jurisdiction of the Association.

Section 1.02 "Association" shall mean and refer to SADDLECREEK FARMS, SECTION(S) I, II, & III Property Owners Association, and its successors and assigns.

Section 1.03 "Lot and/or Lots" shall mean and refer to any plot of land identified as a Lot or Tract on the plat of the Subdivision which are restricted hereby to use for single family residential dwellings only. For purposes of this instrument, "Lot" shall not be deemed to include any portion of any "Common Areas," "Reserves," "Restricted Reserves" or "Unrestricted Reserves," (defined herein as any Common Areas, Reserves, Restricted Reserves or Unrestricted Reserves shown on the Plat) in the Subdivision, regardless of the use made of such area.

Section 1.04 "SADDLECREEK FARMS, SECTION S I, II & III" shall mean and refer to this Subdivision and any other sections of SADDLECREEK FARMS hereafter made subject to the jurisdiction of the Association.

RETURN TO: *Pebble Phase, Inc*
P.O. Box 955
Humble, TX 77338

Section 1.05 "SADDLECREEK FARMS Waterfront Lots" shall mean and refer to a Lot abutting the 44.5 foot elevation line on Lake Houston.

Section 1.06 "Interior Lot" shall mean and refer to all lots in the subdivision, which do not abut the 44.5 foot elevation line on Lake Houston.

Section 1.07 "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of fee simple title to any Lot which is a part of the Properties, including (i) contract sellers (a Seller under a Contract-for-Deed), but excluding those having such interest merely as security for the performance of an obligation and those having only an interest in the mineral estate, (ii) Declarant (except as otherwise provided herein), and (iii) Builders in title.

Section 1.08 "Subdivision Plat" shall mean and refer to the recorded map or plat of SADDLECREEK FARMS, SECTIONS I,II and III.

Section 1.09 "Architectural Control Committee" or "Committee" shall mean and refer to SADDLECREEK FARMS Architectural Control Committee, provided in Article IV hereof.

Section 1.10 "Builder-Owner" shall mean and refer to the owner of a Lot who owns such Lot for the sole purpose of development and sale to third parties, and is designated in writing as a Builder-Owner by Declarant.

Section 1.11 "Lake" shall mean and refer to Lake Houston unless designated as interior lakes.

Section 1.12 "Member" shall mean and refer to every person or entity whom holds a membership in the Association.

Section 1.13 "River Authority" shall mean and refer to the San Jacinto River Authority ("SJRA") or any regulatory agency with the same jurisdiction.

Section 1.14 "Board of Directors" or "Board" shall mean the elected governing body of SADDLECREEK FARMS Property Owners Association.

Section 1.15 "Utility Company" shall mean and refer to Reliant Energy, its successors or assigns and all other entities providing utilities to all or part of the Property.

Section 1.16 "Residential Dwelling" shall mean and refer to a single residential dwelling with garage.

Section 1.17 "Improvement" shall mean and refer to any dwelling, garage, carport, swimming pool, boat slip, wall, fence and any other object placed on, in or under the Properties.

Section 1.18 "Declarant" shall mean and refer to the Pebble Phase Inc, its successors and assigns presently General Partner for Phase I – FM 2100, LP; for Phase II – BOF, LP; and for Phase III – LHF, LP.

Section 1.19 "Resident" shall mean and refer to every person or entity occupying a Residential Dwelling within the Properties.

Section 1.20 "Administrator" shall mean the entity administering the maintenance fund.

Section 1.21 "Unrestricted Reserve" shall mean and refer to any area designated on the Subdivision Plat as a "Reserve" or "Unrestricted Reserve".

Section 1.22 "Easement" shall mean any easement(s) or right(s) of way created by plats or instruments placed of record or as described in any deed or grant for any purpose, including but not limited to drainage, utilities, access or common areas.

Section 1.23 "Common Area" shall mean all real property (including the improvements thereto) within the Subdivision owned by the Declarant and/or the Association or an individual owner for the common use and enjoyment of the Owners and/or any other real property and improvements, including, but not limited to, parks, open spaces, lake road crossings, dams, greenbelt areas and other facilities and areas designated on the Plat within the Common Area to which the Owners may hereafter become entitled to use, provided that the using Owner's property abuts the common area or the access is from a roadway. An interior lake or pond is expressly not a common area.

Section 1.24 "Contractor" shall mean and refer to the person or entity with who an Owner contracts to construct a residential dwelling on such Owner's Lot.

ARTICLE II

RESERVATIONS, EXCEPTIONS AND DEDICATIONS

Section 2.01 Recorded Subdivision Map of the Property. The plat ("Plat") of the Subdivision dedicates for use as such, subject to the limitations as set forth therein, the roads, streets and easements shown thereon and such Subdivision Plat further establishes certain restrictions applicable to the Properties including without limitation certain minimum setback lines. All dedications, limitations, restrictions and reservations created herein or shown on the Plat, replats or amendments of the Plat of the Subdivision recorded or hereafter recorded shall be construed as being included in each contract, deed, or conveyance executed or to be executed by or on behalf of Declarant, conveying said Property or any part thereof whether specifically referred to therein or not.

Section 2.02 Use of Easements. The easements shown on the Plat adjacent to any road or street may be used by all the Owners, their families, guests and invitees for the purpose of pedestrian walking or jogging or non-motorized vehicles or similar activities. No fence or other structures shall be constructed or maintained on any part of said easements. No motorized vehicle of any type, including without limitation, any motorcycle, go-cart, tractor, automobile, ATV or other motorized vehicle, shall be permitted on said easement, except equipment necessary for the construction, maintenance and repair of said easements shall be permitted. The portion of each Lot adjacent to any street or road upon which an easement is located shall be mowed and maintained by the Association.

Section 2.03 Title Subject to Easements. It is expressly agreed and understood that the title conveyed by Declarant to any of the Lots by contract, deed or other conveyance shall be subject to any easement affecting same for roadways or drainage, water line, gas, sewer, storm sewer, electric lighting, electric power, telegraph or telephone purposes and other easements hereafter granted affecting the Lots. The Owners of the respective Lots shall not be deemed to own pipes, wires, conduits or other service lines running through their Lots which are utilized for or service other Lots, but each Owner shall have an easement in and to the aforesaid facilities as shall be necessary for the use, maintenance and enjoyment of his Lot. The Declarant may convey title to said easements to the public, a public utility company or the Association.

Section 2.04 Utility Easements.

(a) Utility ground and aerial easements have been dedicated in accordance with the Plat and by separate recorded easement documents.

(b) No building shall be located over, under, upon or across any portion of any utility easement. The Owner of each Lot shall have the right to construct, keep and maintain concrete drives, fences, and similar improvements across any utility easement, and shall be entitled to cross such easements at all times for purposes of gaining access to and from such Lots, provided, however, any concrete drive, fence or similar improvement placed upon such Utility Easement by the Owner shall be constructed, maintained and used at Owner's risk and, as such, the Owner of each Lot subject to said Utility Easements shall be responsible for (i) any and all repairs to the concrete drives, fence and similar improvements which cross or are located upon such Utility Easements and (ii) repairing any damage to said improvements caused by the Utility District or any public utility in the course of installing, operating, maintaining, repairing, or removing its facilities located within the Utility Easements.

Declarant, for itself, its successors and assigns, reserves for public use the utility easements shown on the Plat or that have been or hereafter may be created by separate instrument recorded in the Real Property Records of Harris County, Texas, for the purpose of constructing, maintaining and repairing a system or systems of electric lighting, electric power, telegraph and telephone line or lines, gas lines, sewers, water lines, storm drainage (surface or underground), cable television, or any other utility the Declarant sees fit to install in, across and/or under the Property. Declarant further expressly reserves the right to enter upon any Lot for the purpose of improving, constructing or maintaining any natural or man made drainage pattern, area or easement. All utility easements in the Subdivision may be used for the construction of drainage swales or detention ponds in order to provide for improved surface drainage of the Reserves, Common Area and/or Lots. Should any utility company furnishing a service covered by the general easement herein provided request a specific easement by separate recordable document, Declarant, without the joinder of any other Owner, shall have the right to grant such easement on said Property without conflicting with the terms hereof including any right to enter upon any utility easement for the purpose of installation, repair and maintenance of their respective facilities. Neither Declarant nor any utility company, water district, political Subdivision or other authorized entity using the easements herein referred to shall be liable for any damages done by them or their assigns, agents, employees, or servants, to fences, shrubbery, trees and lawns or any other property of the Owner on the property covered by said easements.

Section 2.05 Declarant reserves the right to modify, add to, and/or abandon the above easements for the purpose of most efficiently and economically installing the improvements.

Section 2.06 Declarant reserves the right, during installation of concrete paving of the streets as shown on the Subdivision Plat, to enter onto any Lot or Lots for the purpose of disposing of street excavation, including the removal of any trees, if necessary, whether or not the Lot or Lots have been conveyed and/or contracted for any other Owner or Owners.

Section 2.07 Neither Declarant nor any utility company using the easements herein referred to shall be liable for any damages done by them or their assigns, their agents, employees or servants to fences, shrubbery, trees or flowers or any other property of the Owner situated on the land bordered by said easements.

Section 2.08 Drill Sites and Multipurpose Easements. The areas designated as Drill Sites and Easements thereto on the Plat are the designated drill or excavation sites and related easement locations, until such time as the mineral owners desire to use said area for a drill or excavation site or easement thereto for the exploration and/or of oil, gas or other minerals. The use of these Drill Sites and Easements are specifically subject to the superior right of the mineral owners to use the area as a drill site for the exploration and development of oil, gas or other minerals. Provided, however, anything contained herein to the contrary notwithstanding Section I, Reserve C, and Section III, Block 4, Lot 24 shall be unrestricted and designated as drill or excavation sites only if Declarant should deem the same necessary and these locations may be used by the Declarant at the Declarant's discretion.

Section 2.09 Roads and Streets. Subject to the terms and conditions of this Section, the roads and streets in this Subdivision, as shown on the Plat, are hereby dedicated in addition to roadways, as utility easements for the purpose of constructing, operating, maintaining or repairing a system(s) of electric lighting, electrical power, telegraph and telephone lines, gas lines, sewers, water lines, storm drainage (surface or underground) cable television, or any other utilities that the Declarant sees fit to install (or permit to be installed) in, across and/or under the Property.