Clerk# 32514

MODIFICATION AND EXTENSION OF SUGAR CREEK
SECTION TWENTY-TWO DEED RESTRICTIONS

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

WHEREAS, SUGAR CREEK CORPORATION, a Texas corporation (hereinafter called "Grantor"), adopted and established certain reservations, restrictions, covenants, conditions, easements, stipulations and reservations (herein collectively called the "Restrictions") applicable to and governing the use, occupancy and conveyance of SUGAR CREEK, SECTION TWENTY-TWO, a subdivision according to the re-plat thereof recorded in Volume 21, Page 15 of the Plat Records of Fort Bend County, Texas (herein called "Section Twenty-Two") and the lots therein, in instrument dated November 21, 1977 (herein called the "Original Instrument") recorded in Volume 750, Page 13, Deed Records of Fort Bend County, Texas; and

WHEREAS, Grantor is the owner of Lots 39 and 40 and the tract of land described in Exhibit "A" hereto (such lots and tract to be referred to herein collectively as the "Additional Lots"), all of which are located in Sugar Creek Section Twenty-Three, a subdivision according to the plat thereof recorded in Volume 17, Page 13 of the Plat Records of Fort Bend County, Texas; and

WHEREAS, it is the intention of Grantor that the Additional Lots be developed as part of the uniform plan for the development of Section Twenty-Two and, therefore, Grantor desires to extend, adopt and establish the Restrictions and make them applicable to and governing the use, occupancy and conveyance of the Additional Lots to the same extent as if the Additional Lots were located within Section Twenty-Two;

NOW, THEREFORE, Grantor hereby does extend, adopt and establish the Restrictions and make the Restrictions applicable to and governing the use, occupancy and conveyance of the Additional Lots to the same extent and with the same force and effect as if the Additional Lots were included as part of Section Twenty-Two. To that end, Grantor hereby does modify the Original Instrument to include the Additional Lots within the definition of "the subdivision" as used therein. Without in any way limiting the generality of the foregoing, Grantor hereby does declare as follows:

(a) The Additional Lots shall be subject to the same maintenance charge and Front Yard Maintenance Charge as are established in Article IIC and Article III of the Original Instrument, and the same provisions relating to the payment of and liens to secure payment of the maintenance charge and Front Yard Maintenance Charge as are set forth in the Original Instrument shall be applicable to the Additional Lots. All references in Article III of the Original Instrument to "Sugar Creek, Section 22" or "Section 22" shall instead mean "Sugar Creek, Section 22 and the Additional Lots". The references in the second paragraph of Article III to the recorded re-plat of Sugar Creek, Section 22 shall, in addition, refer to the plat of Sugar Creek, Section 23 insofar as such plat relates to the Additional Lots.

(b) No buildings shall be erected on any Additional Lot nearer to the front property line or nearer to the side street property line than the building line shown on the

recorded plat of Sugar Creek, Section 23. Furthermore, no building shall be erected on any Additional Lot nearer than twenty-five (25) feet to the northerly right-of-way line of Sugar Creek Boulevard.

WITNESS THE EXECUTION HEREOF as of the 30th day of December, 1977.

SUGAR CREEK CORPORATION

By _____
Executive Vice President

ATTEST:

_____
Assistant Secretary

THE STATE OF TEXAS I

COUNTY OF HARRIS I

BEFORE ME, the undersigned authority, on this day personally appeared Don Russell, Executive Vice President of SUGAR CREEK CORPORATION, a corporation, know 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, in the capacity therein stated, and as the act and deed of said corporation.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 30th day of December, 1977.

Lynn Smith
Notary Public in and for
Harris County, Texas

My commission expires December 1978

EXHIBIT A

Sugar Creek Section 23
All of Lot 91 & Part of Lot 92, Block 5
13,131 Square Feet

Description of 13,131 square feet of land, a portion of which is out of lot 92, Block 5, and all of Lot 91, Block 5 of Sugar Creek Section 23, as recorded in Volume 17, Page 13 of the Fort Bend County Records and being wholly out of the George Brown and Charles Belknap League, Abstract 15, Fort Bend County, Texas and being more particularly described as follows:

Beginning at the most easterly corner of said lot 91, Block 5, and said corner also being on the northwesterly line of Crestwood Drive (70' wide)

THENCE S 37" 27' 40" W, 100.00 feet along the southeasterly line of said Lot 91 and the northwesterly line of Crestwood Drive to a point for corner;

THENCE S 82° 27' 40" W, 14.14 feet to the intersection with the northeasterly line of Sugar Creek Boulevard (80' wide), said point of intersection also being the most southerly point of herein described tract;

THENCE N 52° 32' 20" W, 53.67 feet along said northeasterly line of Sugar Creek Boulevard and the southwesterly line of said Lot 91 to the Point of Curvature of a 540.00 foot radius curve to the left;

THENCE northwesterly along the arc of said 540.00 foot radius curve to the left, the southwesterly line of said Lot 91 and lot 92 and the northeasterly line of said Sugar Creek Boulevard, through a central angle of 04° 31' 12" for an arc length of 42.60 feet to the most westerly corner of herein described tract;

THENCE N 27° 52' 39" E, 120.06 feet to the intersection with the southwesterly line of Reserve "A" said Sugar Creek Section 23 to a point for corner;

THENCE S 49° 30' 00" E, 46.39 feet along the southwesterly line of said Reserve "A" and the northeasterly line of said Lot 92, to an angle point, said angle point also lying on the common line between said lot 92 and lot 91, said point also being on the common line between said Sugar Creek Section 23 and Sugar Creek Section 22 (Replat) as recorded in Volume 17, Page 12 of the Fort Bend County Records;

THENCE S 49° 30' 00" E, 80.00 feet along the common line between said Section 23 and Section 22, and the northeasterly line of said lot 91 to the POINT OF BEGINNING and containing 13,131 feet of land more or less;

Save and except a 10 foot utility easement adjacent to and parallel to, and north of the northeasterly right-of-way line of said Sugar Creek Boulevard.

Save and except a 10 foot utility easement adjacent to and parallel to, and north of the northwesterly right-of-way line of said Crestwood Drive.

Save and except a 8 foot utility easement adjacent to and parallel to, and south of the northeasterly lines of said lot 91 and lot 92.

EXHIBIT A

SUGAR CREEK CORPORATION

TO:

SUGAR CREEK, SECTION TWENTY-TWO

23 C 0 29066 COMPARED

DEED

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DEED RESTRICTIONS

SUGAR CREEK, SECTION TWENTY-TWO

THE STATE OF TEXAS X

KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF FORT BEND X

THAT SUGAR CREEK CORPORATION, a Texas Corporation acting herein by and through its duly authorized officers, hereinafter called "Grantor" being the owner of 19.5319 acres of land out of the George Brown & Charles Belknap League, Abstract 15, Fort Bend County, Texas, which has heretofore been re-platted into that certain subdivision known as SUGAR CREEK, SECTION TWENTY-TWO, hereinafter called "the subdivision" according to the re-plat thereof recorded in Volume 21, Page 15, of the Plat Records of Fort Bend County, Texas, reference to said re-plat and the record thereof being here made for all purposes, which re-plat wholly supersedes and entirely takes the place of the original plat of said subdivision recorded in Volume 17, Page 12 of said Plat Records and which original plat by virtue of said re-plat is no longer in effect, desiring to create and carry out a uniform plan for the improvement, development, sale and use of all of the lots in SUGAR CREEK, SECTION TWENTY-TWO, for the benefit of all present and future owners of the lots, DOES HEREBY ADOPT AND ESTABLISH THE FOLLOWING RESERVATIONS, RESTRICTIONS, COVENANTS, CONDITIONS, EASEMENTS, STIPULATIONS AND RESERVATIONS, APPLICABLE TO AND GOVERNING THE USE, OCCUPANCY AND CONVEYANCE OF THE SUBDIVISION AND LOTS THEREIN:

I. RESERVATIONS

A. Title to all streets, drives, boulevards and other roadways, and to all easements, is hereby expressly reserved and retained by Grantor, subject only to the grants and dedications hereinafter expressly made.

B. Grantor reserves the utility easements and rights of way shown on the recorded re-plat of the subdivision for the construction, addition, maintenance and operation of all utility systems now or hereafter deemed necessary by Grantor for all public utility purposes, including systems of electric light and power supply, telephone service, gas supply, water supply and sewer services. Such systems shall also include systems for utilization of services resulting from advances in science and technology.

C. Grantor reserves the right to impose further restrictions and dedicate additional easements and roadway rights of way with respect to such lots which have not been sold by Grantor, by instrument recorded in the Office of the County Clerk of Fort Bend County or by express provisions in conveyances.

D. Subject to the foregoing, Grantor hereby DEDICATES TO THE USE OF THE PUBLIC all streets, drives, boulevards, and other roadways, and all easements shown on the recorded re-plat as being located within the subdivision, but does not hereby dedicate to the public any streets, drives, boulevards or other roadways connecting the subdivision with other areas; provided, however, that the use thereof by any utility company is limited to public utility companies having the right of eminent domain and having agreements in writing with Grantor for the proper provision of utility services.

E. Grantor reserves the right to make minor changes in and additions to all easements for the purpose of most efficently and economically installing utility systems.

F. Neither Grantor nor any utility company using the utility easements shall be liable for any damages done by them or their assigns, their agents, employees or servants, to shrubbery, trees, flowers or other property of the owner situated on the land covered by said easements.

G. It is expressly agreed and understood that the title conveyed by Grantor to any lot or parcel of land in the Subdivision by contract, deed or other conveyance shall not in any event be held or construed to include the title to the water, gas, sewer, storm sewer, electric light, electric power, telegraph or telephone lines, poles or conduits or any utility or appurtenances thereto constructed by or under Grantor or its agents or public utility companies through, along or upon said easements or any part thereof to serve said property or any other portions of the subdivision, and the right to maintain, repair, sell or lease such lines, utilities and appurtenances to any municipality, or other governmental agency or to any public service corporation or to any other party is hereby expressly reserved by Grantor.

H. It is further expressly agreed and understood that an underground telephone cable system will be installed in the subdivision. Each resident shall also be provided with conduit, pull wire and a minimum of three outlet boxes, at the owner's or builder's expense, for the installation of telephone wiring and equipment. Trenching, filling, conduit and other items to be performed or provided by the owner or builder, shall comply with specifications provided by the telephone company.

I. An underground electric distribution system will be installed in that part of Sugar Creek Subdivision, Section 22, designated herein as Underground Residential Subdivision, which underground service area embraces all of the lots which are platted in Sugar Creek Subdivision, Section 22, at the execution of this agreement between Company and Developer or thereafter. 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 attachement 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 re-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, 120/240 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 subdivision, 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 mobile 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 lots owners in the Underground Residential Subdivision be changed so as to permit the erection therein of one or more mobile homes, 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 determine by Company to be necessary.

The provisions of the two preceding paragraphs also apply to any future residential development in Reserve (s), if any, shown on the re-plat of Sugar Creek Subdivision, Section 22, as such re-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).

J. The owner of each residence shall install, or pay for the installation, of a fire and burglar alarm system in his residence and all sensors, apparatus and connections to such system so that it may operate on a local alarm basis and may with adaptation be monitored by a firm engaged in the business of central station home monitoring.

K. It is further expressly agreed and understood that Grantor, its successors and assigns may use any of the lots in the subdivision, for a sales office, a model home or model homes, and parking related to such sales office and model homes. In addition, any portion of the subdivision, including streets, drives, boulevards and other roadways, as well as esplanades, may be used for sales purposes, guardhouses, and for other purposes deemed proper by the Sugar Creek Homes Association.

II. ADMINISTRATION

A. Grantor has caused to be formed "SUGAR CREEK HOMES ASSOCIATION", a Texas non-profit corporation, hereinafter called "the Association." Grantor has also caused to be formed an ARCHITECTURAL STANDARDS COMMITTEE, hereinafter called "the Committee". The Association and the Committee shall have the rights, powers and duties provided for herein. The Association shall be governed by its Articles of Incorporation and by-laws and the Committee shall be governed by its by-laws. Until such time as Grantor has sold all of the residential lots in all Sections of SUGAR CREEK within the boundaries shown on the preliminary plat of SUGAR CREEK prepared by Bennett Coulson, dated September, 1969, Grantor shall name the Directors of the Association. Grantor shall name the members of the Committee. From and after the earlier to occur of either (i) completion of construction of homes on all residential lots shown on the re-plat of the subdivision, or (ii) the expiration of five (5) years from the date hereof, the Association shall have all of the rights, powers and duties of the Committee provided for herein, and the Committee shall thereafter have no rights, powers or duties hereunder.

B. Grantor shall, upon the sale of all of the residential lots of SUGAR CREEK, but not later than January 1, 1990, issue memberships in the Association to the owners of such lots as such owners are shown on its records. Grantor may, at its option, issue memberships in the Association to the owners of such lots as such owners are shown on its records prior to the sale of all of the residential lots and prior to January 1, 1990. The members of the Association shall thereupon and thereafter elect the Directors of the Association in accordance with its Articles and by-laws.

C. Each residential lot in the subdivision shall be subject to an annual maintenance charge, hereinafter called "maintenance charge", of three hundred dollars ($300.00) per year. The amount of the maintenance charge for each lot may be increased or decreased from time to time, but not more often than once per year, by the Association; provided, however, that if any such charge increases the maintenance charge by more than 20% of the amount of the maintenance charge in the preceding calendar year, the charge must be approved by a majority vote of the resident owners of the dwelling units in the subdivision 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 dwelling unit shall have one vote. It is expressly agreed and understood that the maintenance charge per lot in the subdivision may be more or less than the annual maintenance charge per lot in other Sections of Sugar Creek. The maintenance charge shall be secured, collected, managed and expended as follows:

1. The maintenance charge for each lot shall be due and payable upon commencement of home construction and on the first day of each January thereafter. If commencement of home construction occurs on a date other than January 1 of any year, then the maintenance charge for the year in which commencement of home construction occurs shall be prorated and the lot owner's pro rata share shall be paid to the Association on the date commencement of home construction occurs. Maintenance charges not paid when due shall bear interest at the rate of 10% per annum or such greater rate as may be provided by the laws of the State of Texas. No maintenance charge shall begin to accrue on any lot until the commencement of home construction on such lot. Notwithstanding the foregoing, the maintenance charge shall begin to accrue and shall be due and payable no later than January 1, 1981.

2. The maintenance charges shall, when paid, be deposited in a separate maintenance fund bank account. The maintenance fund shall be held, managed, invested and expended by the Association, at its discretion, for the benefit of the subdivision and other Sections of Sugar Creek and the owners of residential lots therein. The Association shall, by way of illustration and not by way of limitation, expend the maintenance fund for improving and maintenance of streets, roads, esplanades, parks, parkways, sidewalks, and vacant lots in SUGAR CREEK; collection of garbage and refuse, patrol and security services; fogging and spraying for insect control; bus service (or the subsidization of such service); street lighting; enforcement of these Restrictions by action at law or in equity, or otherwise, paying court costs as well as reasonable and necessary legal fees out of the maintenance fund; and for all other purposes which are, in the discretion of the Association, desirable in maintaining the character and value of SUGAR CREEK and the residential lots therein. The Association shall not be required to have a separate maintenance fund for the various Sections of SUGAR CREEK nor shall it be required to expend portions of the fund in any particular Section or Sections. The Association shall not be liable to any person with respect to the maintenance fund except for its willful misdeeds. It shall not be required to expend funds at any time but shall have the right to advance money to the fund, or borrow on behalf of the fund, paying then current interest rates.

3. To secure the payment of the maintenance charge, a vendor's lien is hereby retained on each lot in favor of the Association and it shall be the same as if a vendor's lien was retained in favor of Sugar Creek Corporation and assigned to the Association without recourse in any manner on Sugar Creek Corporation for payment of such indebtedness. Said lien shall be enforceable through appropriate proceedings at law; provided, however, that such lien may, at the option of the Association, be made junior, subordinate and inferior to any lien (and renewals and extensions thereof) granted by the owner of any lot to secure the repayment of sums advanced to cover the purchase price for the lot or the cost of any permanent improvement to be placed thereon, all by appropriate subordination instrument to be executed by the Association. All maintenance charge liens as provided for herein may be enforceable through any appropriate proceeding at law or in equity; provided, however, that such lien be enforceable only by the Association, its successors or assigns; provided further, however, that under no circumstances shall the Association ever be liable to any owner of any lot or any other person or entity for failure or inability to enforce or attempt to enforce any such maintenance charge lien.

The Association shall, as a condition precedent to the foreclosure of any liens securing the payment of the maintenance charge, first notify the record owner of notes secured by liens covering residential lots in the subdivision (excluding "second lien notes" and other indebtedness secondary and inferior to the "first mortgage"), by registered or certified mail, return receipt requested, sent to such record owner at the last address, if any, of such record owner given to the Association, of default in the payment of maintenance charges. No action shall be taken by way of filing suit or foreclosure of the maintenance charge lien by sale with respect to any residential lot until sixty (60) days have expired after the mailing of such notice.

4. The provisions of this Section C shall remain in effect so long as these Restrictions, and any extensions and/or amendments hereof, are in force.

5. If any home site consists of more or less than one entire lot shown on the recorded re-plat of the subdivision, then the word "lot" as used in this Section C and in Article III hereof shall mean such home site, not the lot shown on the recorded re-plat of the subdivision.

D. The Association shall function as the representative of the owners of the lots in the subdivision for the purposes herein set out as well as for all

other purposes consistent with the creation and preservation of a first-class residential subdivision. The Association shall, by way of illustration, collect and manage the maintenance fund and enforce these Restrictions. The Committee is to approve or disapprove plans, publish architectural standards bulletins, and perform such functions as herein provided. The Committee may employ a consulting architect or architects to assist in the architectural aspects of subdivision control and may delegate to such architect or architects such portion of the architectural aspects of subdivision control as they may deem appropriate, compensating such architect or architects out of the maintenance fund.

E. Grantor, the Association and the Committee, as well as their agents, employees and architects, shall not be liable to any owner or any other party for any loss, claim or demand asserted on account of their administration of these Restrictions and the performance of their duties hereunder, or any failure or defect in such administration and performance. These Restrictions can be altered or amended only as provided herein and no person is authorized to grant exceptions or make representations contrary to these Restrictions except as expressly set forth herein. No approval of plans and specifications and no publication or architectural standards bulletin shall ever be construed as representing or implying that such plans, specifications or standards will, if followed, result in a properly designed resident or residence foundation. Such approvals and standards shall in no event be construed as representing or guaranteeing that any residence or residence foundation will be built in a good workmanlike manner. The acceptance of a deed to a residential lot in the subdivision, shall be deemed a covenant and agreement on the part of the grantee, and the grantee's heirs, successors and assigns, that Grantor, the Association and the Committee, as well as their agents, employees and architects, shall have no liability under these Restrictions except for willful misdeeds.

F. No improvement of any kind or character whatsoever shall be erected, or the erection thereof begun, or change made in the exterior design thereof after original construction, on any residential lot in the subdivision until the complete plans and specifications and a plot plan showing the location of the structure have been approved by the Committee or its designated coordinating architect in accordance with the following procedure:

1. Two (2) complete sets of plans and specifications shall be delivered to the coordinating architect (or the Committee if there is no coordinating architect). Such plans and specifications shall be reviewed as to quality of design workmanship and materials, harmony with exterior design with existing or approved structures, and location with respect to topography and finish grade elevations. Such approval is to be based on the applicable requirements and restrictions set out herein.

2. If found to be in compliance with these restrictions, a letter of approval with any qualifications or modifications will be prepared for the countersignature by the builder and/or owner. Such approval shall be dated and shall not be effective for construction commenced more than six (6) months after such approval.

3. If found not to be in compliance with these Restrictions, one set of such plans and specifications shall be returned marked "Disapproved". Disapproved plans and specifications shall be accompanied by a reasonable statement of items found not to comply with these Restrictions.

4. If no action is taken on plans and specifications within thirty (30) days after their delivery to the Coordinating Architect or Committee, they shall be deemed approved on the 30th day after such delivery.

5. The Committee may require payment of a cash fee in an amount to be determined by the Committee to partially compensate for the expense of reviewing plans and specifications, at the time they are submitted for review.

6. The Committee shall from time to time promulgate and publish Architectural Standards Bulletins. A copy of the Bulletins in effect at the time will be furnished to owners and builders on request. Such Bulletins supplement these Restrictions and are hereby incorporated herein by reference. They may make other and further provisions as to the approval and disapproval of plans and specifications, prohibited materials and other matters relating to the appearance design and quality of improvements

III. FRONT YARD MAINTENANCE CHARGE

Each owner of a Lot in Sugar Creek, Section 22, shall be subject to an additional annual charge (hereinafter called the "Front Yard Maintenance Charge") or not less than Two Hundred Forty and No/100 Dollars ($240.00) per calendar year,

in addition to the maintenance charge paid to the Sugar Creek Homes Association as established by Paragraph II hereof. Unless otherwise agreed to by the Association and the owners of the majority of lots in Sugar Creek , Section 22, the Front Yard Maintenance Charge shall be payable to the Sugar Creek Homes Association Maintenance Fund to be maintained for the benefit of the owners of the Lots in Sugar Creek, Section 22, and shall be administered by the Association. The Front Yard Maintenance Charge or pro-rata part thereof for each completed dwelling shall be due and payable, in advance, beginning the first day of January, 1978, and for dwelling units completed after such date, beginning on the first day of the first month immediately following the date of sale of such unit to a third party, excluding K-B Construction Company, as evidenced by the recording date of the Deed of such dwelling unit. The Front Yard Maintenance Charge shall be thereafter payable on the first day of January, each and every year, until these Restrictions shall be terminated. The Front Yard Maintenance Charge may be increased to an amount greater than Two Hundred Forty and No/100 Dollars ($240.00) per calendar year only by majority vote of the owners of Lots in Sugar Creek, Section 22, 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 each owner of a Lot in Sugar Creek, Section 22, shall have one vote. Provided, however, for so long as either Grantor or K-B Construction Company, or both such parties, own lots in Sugar Creek, Section 22, Grantor and K-B Construction Company shall jointly have the rights (and either such party shall solely have the right after the other such party has sold all of its lots in Sugar Creek, Section 22) to fix the amount of the Front Yard Maintenance.

To secure payment of the Front Yard Maintenace Charge, a vendor's lien is hereby retained on each Lot in Sugar Creek, Section 22, in favor of the Association in the same manner as provided in Paragraph IIC3 hereof. The proceeds of the Front Yard Maintenance Charge shall be held by the Association and shall be used for cutting and edging the grass in the "Front Yards", and common areas (as hereinafter defined), in Section 22. The term "Front Yards" shall mean the portion of each lot in Sugar Creek, Section 22, between the building line of such Lot as shown on the recorded re-plat of Sugar Creek, Section 22, and the streets shown on the recorded re-plat of Sugar Creek, Section 22. The term "common areas" shall mean the esplanade and the landscaped main entry to Section 22 from Sugar Creek Boulevard including the wall, planting and any walkways. In addition, the Association may, by way of illustration, but not limitation, in its discretion and to the extent that funds are available, use the proceeds of the Front Yard Maintenance Charge for the general maintenance and upkeep of the Front Yards, including planting, gardens, lighting fixtures, landscaping, walls, walks, and walkways, water, electric, gas, or other utility bill or charge, all or part of the expense of trash or garbage pickup, ad valorem taxes, legal expenses, street maintenance and paying court costs as well as reasonable and necessary legal fees incident to the enforcement of the covenants herein contained, and all other things necessary and/or desirable in the discretion of the Association in maintaining the character and value of Sugar Creek, Section 22.

IV. RESTRICTIONS

A. Residential Purpose

1. This subdivision shall be used for private single family residences only.

2. Only one residence shall be constructed on each lot. This provision shall not, however, prohibit the construction of a residence on a portion of two or more lots as shown by the plat of the subdivision, provided such portion constitutes a home site as defined in the succeeding paragraph.

3. Parts of two or more adjoing lots facing the same street in the same block may be designated as one homesite, provided the lot frontage shall not be less than the minimum frontage of lots in the same block facing the same street and the minimum square footage of the lot shall not be less than 6,000 square feet.

4. The term "residential purpose" as used herein shall be held to exclude hospitals, duplex houses and apartment houses, and to exclude commercial and professional uses; and to exclude any development operations or drilling for oil, gas or other minerals or any quarrying or mining, or placing or maintaining on the premises of any tanks, wells, shafts, mineral excavations, derricks or structures of any kind incident to any such oil, gas or other mineral operations; any such excluded usage of the subdivision, not otherwise herein authorized, is hereby expressly prohibited.

5. The word "house" or "residence" as used herein with reference to building lines shall include galleries, porte cocheres, porches and projections and every other permanent part of the improvements, except roofs. Steps, terraces, decks, and planters outside of building lines will be permitted, however, provided that these elements may not extend higher than one foot (1') above finish grade lines at the house, unless approved by the Committee.

6. No garage or outbuilding on this property shall be used as a residence or living quarters, except by servants engaged on the premises or by members of immediate family of occupants. A garage shall be used solely by the owner or occupants of the lot upon which the garage is located.

7. No building materials or temporary building of any kind or character including, but not limited to, tents, shacks, garage or barns, shall be placed or stored upon the property until the owner is ready to commence improvements, and then such materials or temporary building shall be placed within the property lines of the lot or parcel of land which the improvements are to be erected, and shall not be placed in the streets or between the curb and property line; and any such temporary building or structure of any kind shall not be used for other than construction purposes. Any such buildings shall be maintained in a neat, attractive and clean condition.

8. No building or structure upon any lot may be permitted to fall into disrepair. Buildings must at all times be kept in good condition, adequately painted or other wise finished.

9. The foundation of each house constructed in the subdivision shall be compatible with the filled land and compacted soil of the subdivision.

B. Building Sizes and Construction

1. The living area of the main house or residential structure constructed as a one-story residence on any homesite, exclusive of porches and garages, shall be not less than 2200 square feet; and in the case of any residence of more than one story, the requirements as to living area shall be atleast a total of 2,600 square feet. No residence may exceed two stories in height.

2. No garage may be greater in height or number of stories than the residence for which it is built. Garages of sufficient size to accommodate not less than two cars must be provided. Carports, subject to approval by the Architectural Standards Committee, may be used instead of garages provided that they meet all requirements of setback, facing and size applicable to garages

C. Building Locations and Exceptions

1. No building shall be erected on any lot nearer to the front property line or nearer to the side street property line than the building lines shown on the recorded re-plat. No residential building, even of a temporary nature, may be placed in a utility easement. Special requirements are hereinafter made for Golf Course Lots.

2. Golf Course lots shall consist of Lots 41 thru 76 and 87 thru 94 in Block 5.

3. No residence, garage, carport, fence, wall or hedge shall be placed closer than 10 feet to the rear lot line of a Golf Course Lot.

4. No detached garages will be permitted on Golf Course Lots.

5. Grantor, with the approval of the Committee shall have the right to grant exception to the building lines shown on the recorded re-plat and those established herein and building sizes required herein when doing so will not be inconsistent with the overall plan for development of the subdivision.

D. Facing of Residences

1. Houses of residences on corner lots shall face the street from which the greater building line setback is shown on the recorded re-plat, unless alternate facing is authorized by the Architectural Standards Committee.

E. Facing of Garages

1. No garage located closer than 60 feet to the front property line shall face and open at less than a 90 degree angle to the front property line.

2. Garages on corner lots may optionally open directly towards and have driveway entrances from the side streets.

F. Fences, Walls and Hedges

1. No fence, wall or hedge shall be placed on any lot in the subdivision nearer to any front or to any side street than is permitted for the house on said lot, and no fence, wall or hedge located between interior lot lines and building setback lines shall be higher than six feet (6') from the ground unless it is an

integral part of the house or building structures. No fence or wall shall be placed on any lot in the subdivision which would prevent any adjacent lot owner from having access to the exterior of such lot owner's house for maintenance purposes. No wire or chain link fence is permitted on any part of any lot. Should a hedge, shrub, tree, flower or other planting be so placed, or afterwards grow, so as to encroach upon adjoining property, or the restricted area of Golf Course lots, such encroachment shall be removed upon request of the owner of adjoining property or the Sugar Creek Homes Association. Should any encroachment be upon a right-of-way or easement, it shall be removed promptly upon request of the Sugar Creek Homes Association and such encroachment is wholly at the risk, and removal shall be solely at the expense, of the owner.

G. Driveways

1. Driveway locations must be coordinated with locations of electrical transformers in easements along lot lines. Specifications for the exact location of easements will be furnished by Grantor.

2. Driveways shall be connected to dedicated right-of-ways in accordance with standards approved by the Fort Bend County Engineer, and constructed of concrete with a minimum width of nine (9') feet. Concrete driveways shall have expansion joints not more than twenty feet (20') apart, with one joint at back of street curb. Width of driveway shall flare to a minimum of fifteen feet (15') (not to encroach past property line) and the curb shall be broken in such a manner that the driveway may be at least four inches (4") thick at its end towards the street paving, and this extreme end shall be poured against a horizontal form board to reduce the unsightly appearance of a ravelling driveway. Other material for driveways may be used if approved by the Architectural Standards Committee.

H. Walks

1. Walks from the street curb to the residence shall have minimum widths of 4'.

I. Yard and House Lighting

1. Each residence shall have a gas or electric light fixture on a pole or post in the front yard or on the front wall of the residence. The design and location of the yard and house lights in Section 22 shall be subject to the approval of the Committee.

J. Miscellaneous

1. No trash, garbage, ashes, refuse or other waste shall be thrown or dumped on any vacant lot in the subdivision.

2. Grass and weeds shall be kept mowed to prevent unsightly appearance. Dead, diseased, 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 owners, then the Association may, but shall not be required to, remove such trees at owner's expense and shall not be liable for damage done in such removal.

3. Owners of Golf Course Lots enumerated in Section IV. C2, above, will not grow, nor permit to grow, varieties of grasses or other vegetation which, in the opinion of the Golf Course Greenskeeper, 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 Greenskeeper, 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.

4. No activity may be carried on or allowed to exist upon any lot which may be noxious, detrimental, or offensive to any other lot or to the occupants of any lot.

5. No animals, livestock, or poultry of any kind shall be raised, bred, kept, staked or pastured on any lot, except that not more than a total of three (3) dogs, cats or other household pets may be kept, provided they are not kept, bred, or maintained for any commercial purposes.

6. No owner shall permit any thing or condition to exist upon his lot which shall induce, breed, or harbor infectious plant diseases or noxious insects. Each owner shall keep all shrubs, trees, hedges, grass and landscaping of every kind on his lot, including any setback areas, areas between lot lines and adjacent sidewalks and/or street curb, neatly trimmed, properly cultivated, and free of trash, weeds and other unsightly material. No trees, hedges, shrubs, or other landscaping shall be planted or permitted to remain on any lot unless the foliage line is maintained at a proper height to prevent obstruction of safe cross-visability of traffic approaching an intersection or driveway. Easements for installation and maintenance

of utilities and drainage facilities are reserved as shown on the recorded re-plat. The easement area of each lot and all improvements in it shall be maintained continuously by the owner of the lot, except for those improvements for which a public utility company or authority is responsible.

7. Each owner of a lot agrees for himself, his heirs, 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 said tract; and he will make adequate provisions for proper drainage in the event it becomes necessary to change the established drainage over his lot. For the purpose hereof, "established drainage" is defined as the drainage which occurred at the time that the overall grading of said tract, including landscaping of any lots in said tract, was completed by Grantor.

8. 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.

9. Each owner of a Golf Course lot agrees for himself, his heirs, assigns, or successors in interest that he will permit free access by golfers when such access is for the purpose of retrieving golf balls from the Sugar Creek Country Club.

10. No exterior speaker, horn, whistle, bell or other sound device, except security devices used exclusively for security purposes, shall be located, used, or placed upon a lot.

11. No signs or advertising device of any kind may be placed or kept on any lot other than one name and/or number plate not exceeding 72 square inches in area and one sign for sale purposes not exceeding 8 square feet in area. The latter sign must be a sign furnished or approved by the Committee.

12. No outside clothes lines or other outside clothes drying or airing facilities shall be maintained except in an enclosed service area, not visable to the public.

13. No flag pole shall be permanently erected on any property unless approval has been obtained in writing from the Committee.

14. No golf cart, tent, mobile home, trailer of any kind, or similar structure, and no truck, camper, or boat shall be kept, placed, maintained, constructed, reconstructed or repaired, no shall any motor vehicle be constructed, reconstructed or repaired, other than in a garage, or other structure approved by the Committee. The doors of garages or other structure approved by the Committee housing trucks, campers or boats shall be closed at all times except for actual entry or exit. The provisions of this paragraph shall not, however, apply to emergency vehicle repairs or temporary construction shelters or facilities maintained during, and used exclusively in connection with the construction, reconstruction or repair of any work or improvements.

15. No junk of any kind or character, or any accessories, parts or objects used with cars, boats, buses, trucks, trailers, housetrailers, or the like, shall be kept on any lot other than in the garage, or other structures approved by the Committee.

16. No privy, cesspool or spetic tank, or disposal plant shall be erected or maintained on any part of this property.

17. No excavation, except such as is necessary for the construction of improvements, shall be permitted, nor shall any well or hole of any kind be dug on this property without the written consent of the Committee.

18. No antenna for transmission or reception of television signals, radio signals, or any other form of electromagnetic radiation shall be erected, used, or maintained outdoors, whether attached to a building or structure or otherwise, other than a master or community antenna approved by Grantor. No radio or television signals nor any other form of electromagnetic radiation shall be permitted to originate from any lot which may unreasonably interfere with the reception of television or radio signals upon any other lot.

19. No lines, wires, or other devices for the communication or transmission of electric current or power, including telephone, television, and radio signals, shall be constructed, placed, or maintained anywhere in or upon any lot Other than within buildings or structures unless the same shall be contained in conduits or cables constructed, placed and maintained underground or concealed in or under buildings or other structures. Nothin herein contained, however, shall prevent erection and use of temporary power or telephone services incident to the construction of buildings or other improvements or to restrict the overhead distribution of three-phase primary power supply to the subdivision by the utility company.

20. Each owner of a lot agrees for himself, his heirs, assigns or successors in interest that he will permit free and reasonable access by the owner of adjacent or adjoining lots containing a divisional wall, when such access is essential for the construction, reconstruction, refinishing, repair, maintenance, or alteration of said divisional wall. The access shall be limited to an area five feet (5') in width along or parallel to the property line. Access shall only be at reasonable times and shall be permitted only after written notice has been given to the lot owner stating the purpose of the access. In no event shall such access be deemed to permit entry into the interior portions of any dwelling. Any damage caused by such access will be repaired at the expense of the owner causing such damage.

21. Any building or other improvement 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.

22. No part or parts of the land in this subdivision shall be used in such manner which would increase the hazard of fire on any other part or parts of the land or any property adjoining the land.

23. The invalidity, violation, abandonment or waiver of any one or more of or any part of the reservations, restrictions or other provisions hereof, either as to all or any part of the land, shall not affect or impair such reservations, restrictions or other provisions hereof as to the remaining parts of the land and shall not affect or impair the remaining reservations, restrictions or other improvements hereof or parts thereof to all the land.

24. Each owner of a lot recognizes, acknowledges and agrees for himself, his heirs or successors in interest, that initial Grantor or Sugar Creek Country Club, their successors or assigns, shall not be liable for any injury or damage to persons or property caused by persons (other than the employees and agents of the Sugar Creek Corporation and Sugar Creek Country Club) using the Golf Course.

K. Duration and Amendment

1. These Restrictions shall remain in full force and effect until January 1, 2020 and shall be automatically extended for successive ten (10) year periods; provided, however, that these Restrictions may be terminated on January 1, 2020, or on the commencement of any successive ten-year period, by filing for record in the Office of the County Clerk of Fort Bend County, Texas, a written statement of election to terminate these restrictions, executed and acknowledged by the owners of a majority of the area of the lots in the subdivision. Such statement must be filed prior to the commencement of the ten-year period for which these Restrictions would otherwise be in effect.

2. These Restrictions can be amended at any time by a written instrument, recorded in the appropriate records of Fort Bend County, Texas, executed and acknowledged by Grantor, the Association and a majority of the owners of lots in the subdivision; provided, however that after January 1, 1990, Grantor's approval of any amendment shall not be required pursuant to requirements hereof. In addition, and without the necessity of amending the Restrictions, Grantor shall have the right, with the approval of the Association to grant exceptions from time to time to the application of any particular provisions of the Restrictions (other than a waiver of the maintenance chage) when doing so will not be inconsistent with the general overall plan for the development of the subdivision.

EXECUTED on this, the 21st day of November, 1977.

SUGAR CREEK CORPORATION

By: _____
Don L. Russell
Executive Vice President

THE STATE OF TEXAS X

COUNTY OF HARRIS X

DEED

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BEFORE ME, the undersigned authority, on this day personally appeared DON L. RUSSELL, known to me to be the person whose name is subscribed to the foregoing instrument, as Executive Vice President of the SUGAR CREEK CORPORATION, a Corporation, and acknowledged to me that he executed the same for the purposes and consideration therein expressed, in the capacity stated, and as the act and deed of said Corporation.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the 21st day of November, 1977.

Notary Public in and for Harris County, Texas

FILED FOR RECORD

AT 9:25 O'CLOCK A. M.

NOV 22 1977

Pearl Ellett

County Clerk, Fort Bend Co., Tex.

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

COUNTY COURT OF FORT BEND COUNTY, TEXAS

NOV 23 1977

Pearl Ellett

COUNTY CLERK, Fort Bend County, Texas