

**DEED RESTRICTIONS
LAKEBEND AT SUGAR CREEK, also known as
SUGAR CREEK, SECTION TWENTY-FIVE**

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

THAT Sugar Creek, Section 25, L.C., a Texas limited liability company acting herein by and through its duly authorized officers, hereinafter called "Grantor" being the owner of 14.0909 acres of land out of the George Brown & Charles Belknap League, Abstract 15, Fort Bend County, Texas, which is more fully described on the attached Exhibit "A", which is attached hereto and incorporated herein for reference for all purposes, which has heretofore been platted into that certain subdivision known as **LAKEBEND AT SUGAR CREEK or SUGAR CREEK, SECTION TWENTY-FIVE**, hereinafter called "the Subdivision", according to the plat thereof recorded on Slide No. 1201A, of the Plat Records of Fort Bend County, Texas, reference to said plat and the record thereof being here made for all purposes, 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-FIVE**, for the benefit of the 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 plat of the subdivision for the construction, addition, maintenance 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 for 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 conveyance.

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 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 efficiently 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 25, designated as Underground Residential Subdivision, which underground service area shall embrace all lots in Sugar Creek Subdivision, Section 25. The owner of each lot in the Underground Residential Subdivision shall, at his 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 the electric company's metering or customer's 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 designed 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 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 shall at his 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 the residence constructed on such owner's lot. For so long as underground service is maintained in the Underground Residential Subdivision, the electric service to each lot therein shall be 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 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 single family dwellings and/or townhouses of the usual and customary type, constructed upon the premises and designated to be permanently located upon the lot where originally constructed, which dwellings and/or townhouses will be occupied by the owners thereof and not rented (such category of dwellings and townhouses expressly excludes without limitation mobile homes and duplexes). Should the plans of the lot owners in the Underground Residential Subdivision be changed so that dwellings of different type will be permitted in such Subdivision, the Company shall not be obligated to provide electric service to a lot where a different type of dwelling is located 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 such lot, or the applicant for service 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 over the cost of equivalent overhead facilities to serve such lot plus (2) the cost of rearranging, and adding any electric facilities serving such lot, which rearrangements and/or additions are determined 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 plat of Sugar Creek Subdivision, Section 25, as such 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. Grantor, its successors and assigns use of the lots as set out above shall be subject to the approval of the Association beginning on January 1, 1996. Any portion of the subdivision, including streets, drives, boulevards and other roadways, as well as esplanades, may be used for sales offices, sales purposes, guardhouses, and for other purposes deemed proper by the Sugar Creek Homes Association.

II. ADMINISTRATION

A. Sugar Creek Section 25, shall be administered and have these Deed Restrictions enforced and administered by the Sugar Creek Homes Association, a Texas non-profit corporation. The "Association" has appointed an Architectural Standards Committee, hereinafter called the "Committee." The Association shall be governed by its Articles of Incorporation and By-laws and the Committee shall be governed by the dedicatory instruments of the Association.

B. All owners of lots in SUGAR CREEK, Section 25 shall be members of the Association and shall be members in accordance with the rules and regulations, Article of Incorporation, By-laws and Architectural Bulletins as may be amended from time to time.

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 annually, in advance, on the first day of January following the sale of such lot by Grantor, and on the first day of each January thereafter. The maintenance charge for the year of the sale by Grantor shall be pro-rated and the purchaser's pro-rata share shall be paid to the Association upon the closing of the sale. Maintenance charges not paid when due shall bear interest at the rate of 10% per annum or the maximum amount permitted by the laws of the State of Texas whichever is higher.

2. The maintenance charges shall, when paid, be deposited in the Association's 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 Section 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; patrol and security services; fogging and spraying for insect control; bus service (or the subsidization of such service); street lighting; recreation areas and facilities; including lakes and the maintenance thereof; 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, an assessment lien is hereby retained on each lot in favor of the Association and it shall be the same as if an assessment lien was retained in favor of Grantor and assigned to the Association without recourse in any manner on Grantor 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 have the right but not the obligation to prepare and file an affidavit showing that there is a balance due and owing secured by the continuing assessment 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.

D. Each residential lot in the subdivision shall be subject to an annual sanitation fee, hereinafter called "sanitation fee", equal to the pro-rata charge per residential lot charged by the sanitation contractor hired by the Association. The amount may be increased or decreased from time to time so that the active expense for the sanitation services are paid by each lot owner. It is expressly agreed and understood that the sanitation fee per lot in the subdivision may be more or less than the sanitation fee charge per lot in other Sections of Sugar Creek. The sanitation fee shall include all costs of recycling, if such a program is implemented by the Association. The sanitation fee shall be secured, collected, managed and expended as follows:

1. The sanitation fee for each lot shall be due and payable annually, in advance, on the first day of January following the sale of such lot by Grantor, and on the first day of each January thereafter. The sanitation fee for the year of the sale by Grantor shall be pro-rated and the purchaser's pro-rata share shall be paid to the Association upon the closing of the sale. Sanitation fees not paid when due shall bear interest at the rate of 10% per annum or the maximum amount permitted by the laws of the State of Texas whichever is higher.

2. To secure the payment of the sanitation fee, an assessment lien is hereby retained on each lot in favor of the Association and it shall be the same as if an assessment lien was retained in favor of Grantor and assigned to the Association without recourse in any manner on Grantor 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 sanitation fee 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 sanitation fee charge lien. The Association shall have the right but not the obligation to prepare and file an affidavit showing that there is a balance due and owing secured by the continuing assessment lien. The Association shall have the right but not the obligation to prepare and file an affidavit showing that there is a balance due and owing secured by the continuing assessment crew for sanitation fees.

The Association shall, as a condition precedent to the foreclosure of any liens securing the payment of the sanitation fee, 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 sanitation fees. No action shall be taken by way of filing suit or foreclosure of the sanitation fee lien by sale with respect to any residential lot until sixty (60) days have expired after the mailing of such notice.

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

E. In addition to the Assessments set out above each residential lot within Section 25 will be assessed for the cost incurred for repairing and maintaining the drainage system along the common boundary with Section 24. The assessment shall be to pay for the total costs incurred relating to the system, including but not limited to, the maintenance, cleaning, repair, improvement, replacement, or modification to satisfy any regulatory agency.

F. 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, in addition to collecting and managing the maintenance fund and enforcing these Restrictions, act through the Committee to approve or disapprove plans, publish architectural standards bulletins, and perform such function as herein provided for the Committee. The Association and 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 portions of the architectural aspects of subdivision control as they may deem appropriate, compensating such architect or architects out of the maintenance fund.

G. 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 bulletins shall ever be construed as representing or implying that such plans, specifications or standards will, if followed, result in a properly designed residence. Such approvals and standards shall in no event be construed as representing or guaranteeing that any residence 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.

H. 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, of 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 and must be concluded by the date set out therein.

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 to compensate for the expense of reviewing plans and specifications, at the time they are submitted. The fee shall not exceed \$200.00

per set of plans and specifications until January 1, 1994, at which time the fees shall not exceed the actual expense, including administrative handling charges.

6. The Committee shall from time to time promulgate and publish Architectural Standards Bulletins. A copy of the Bulletin 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. RESTRICTIONS

A. Residential Purpose

1. This subdivision shall be used for private single family residences only and shall be architecturally designed as single family homes.

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 adjoining lots facing the same street in the same block may be designated as one home site, 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 6,700 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, boathouses, projections and every other permanent part of the improvements, except roofs. Steps, terraces, decks, docks, 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. No detached garage will be permitted on Golf course Lots.

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 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 shall at all times be kept in good condition, adequately painted or otherwise finished.

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 2500 square feet; and in the case of any residence of more than one story, the requirements as to living area shall be at least a total of 3250 square feet for more than one story. 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

1. No building shall be located nearer than 25' to the front property line, or nearer than 10' to any side street property line, nor will any building or part of any building encroach on any utility or electrical easement. NO building shall be located nearer than 5' to any interior side property line. No building may be closer than 5' to the rear property line and no building, even of a temporary nature, may be placed in a utility easement.

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

D. Facing of Residences

1. Houses or residences on corner lots shall face the street from which the greater building line setback is shown on the recorded 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. Except for the rear fences of Lots 1-17, Block 2, Lakebend at Sugar Creek, 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. The rear fences of Lots 1-17, Block 2, Lakebend at Sugar Creek, shall not be higher than seven feet six inches (7'6"). 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, such encroachment shall be removed upon request of the owner of adjoining property or the 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 four foot (4') easements along side lot lines. Specifications for the exact location of transformers will be furnished by Grantor.

2. Driveways shall be constructed with a minimum width of nine (9') feet. Concrete drives shall have expansion joints not more than twenty feet (20') apart, with one joint at back of street or 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 shall be poured against a horizontal form board to reduce the unsightly appearance of a raveling 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 residences shall have minimum widths of 4'.

2. Front sidewalks shall be installed starting at front property line and shall be four feet (4') in width, a minimum of 4 inches (4") in depth, reinforced with 6 X 6 #10" mesh and sloped 1/4" to curb. Walks shall be in street right-of-way.

I. Miscellaneous

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

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. In the event any Owner of any Lot in the Subdivision fails to maintain the Lot as set out in these restrictions, in a manner satisfactory to the Board of Directors of the Association, the Association, after seven (7) days' notice to the Owner of said Lot, setting forth the action intended to be taken by the Association, shall have the right, but not the obligation to cut grass and weeds, remove dead, diseased or damaged trees or take other action required to put the condition of the lot and/or improvements into a safe, sanitary and attractive condition. To the extent necessary to prevent rat infestation, diminish fire hazards and accomplish any of the above needed repairs, maintenance and restoration, the Association shall have the right but not the obligation, through its agents and employees, to enter any residence or improvement upon such Lot without notice. Neither the Association or its agents or employees shall be liable, and are expressly from any liability for trespass or other tort in connection with the performance of the exterior maintenance and other work authorized in this Article. The cost of such exterior maintenance and other work shall be the personal obligation of the Owner of the Lot on which it was performed and shall become a part of the assessment payable by said Owner and secured by the assessment lien retained herein in Article II of these Restrictions. Alternatively, the Association or any Owner of a Lot may bring an action at law or in equity to cause the Owner to bring said property into compliance with these restrictions.

3. 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.

4. 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 two (2) dogs, cats or other household pets may be kept, provided they are not kept, bred, or maintained for any commercial purposes.

5. 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-visibility of traffic approaching an intersection or driveway. Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded 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.

6. 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.

7. 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, or representatives of the Association, when such access is essential for the maintenance of drainage facilities.

8. 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.

9. 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.

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

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

12. No golf cart, tent, mobile home, trailer of any kind, or similar structure, and no trucks with commercial signage, and no trucks of any kind larger than a 3/4 ton pick up shall be permitted, camper, or boat shall be kept, placed, maintained, constructed, reconstructed or repaired, nor 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.

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

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

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

16. 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.

17. 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 with 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. Nothing 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.

18. 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.

19. 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.

20. 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.

21. Vehicles shall be parked only in the garage or driveway serving the residence, or in such other paved areas as have been approved by the Board of Directors for parking vehicles. A maximum of two (2) vehicles may be parked on a lot in a permitted area outside of the garage, if any, serving the residence.

22. No above-ground swimming pools shall be erected, constructed or installed.

23. Any air conditioning unit installed on a lot shall be located or screened so as not to be visible from the street. No window unit type air conditioners shall be permitted.

24. 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.

J. Duration and Amendment

1. These Restrictions shall remain in full force and effect until January 1, 2022, and shall be automatically extended for successive ten (10) year periods; provided, however, that these Restrictions may be terminated on January 1, 2022, 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 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 either (i) Grantor, the Association and owners of a majority of lots in the subdivision; provided, however that after January 1, 1993, Grantor's approval of any amendment shall not be required pursuant to (i) 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 charge) when doing so will not be inconsistent with the general overall plan for the development of the subdivision.

EXECUTED on this, the 4th day of September, 1992.

Sugar Creek, Section 25, L.C.

By: 
Harry W. Reed, President

ATTEST:

By: 

Carol Madd, Secretary

SOUTHERN NATIONAL BANK, the lien holder joins in the execution hereof for the purpose of subordinating all of the liens held by it against the Properties unto these presents, and does hereby consent and agree to the imposition of the foregoing reservations, restrictions, covenants and conditions, and Southern National Bank hereby agrees that a foreclosure shall not affect such reservations, restrictions, covenants and conditions.

Southern National Bank

By: 

Jerry Broom, Executive V.P.

ATTEST:

By: 

Louise K. Masson, Secretary

ROBIN REED, TRUSTEE, the lien holder joins in the execution hereof for the purpose of subordinating all of the liens held by it against the Properties unto these presents, and does hereby consent and agree to the imposition of the foregoing reservations, restrictions, covenants and conditions, and Robin Reed, Trustee hereby agrees that a foreclosure shall not affect such reservations, restrictions, covenants and conditions.

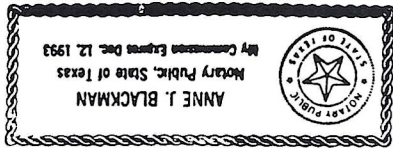
Robin Reed TRUSTEE
Robin Reed, Trustee

THE STATE OF TEXAS :

COUNTY OF HARRIS :

BEFORE ME, the undersigned authority, on this day personally appeared HARRY W. REED, known to me to be the person whose name is subscribed to the foregoing instrument, as President of Sugar Creek, Section 25, L.C., a Texas limited liability company, 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 Company.

GIVEN UNDER MY HAND AND SEAL OFFICE, this 4th day of September, 1992.



Anne J. Blackman
Notary Public, State of Texas

THE STATE OF TEXAS :

COUNTY OF HARRIS :

BEFORE ME, the undersigned Notary Public in and for said County and State, on this day personally appeared JERRY BROOM, Executive Vice President, known to me to be the person and officer whose name is subscribed to the foregoing instrument and acknowledged to me that the same was the act of the said Southern National Bank, a corporation, and that he executed the same as the act of such corporation for the purposes and consideration therein expressed, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OFFICE, this the 4th day of SEPTEMBER, 1992.

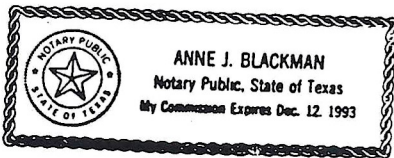
Jerry Broom
Notary Public, State of Texas

THE STATE OF TEXAS :

COUNTY OF HARRIS :

BEFORE ME, the undersigned authority, on this day personally appeared ROBIN REED, TRUSTEE, known to be to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that she executed the same for the purposes and consideration therein expressed, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OFFICE, this the 4~~th~~ day of September, 1992.



Anne J. Blackman
Notary Public, State of Texas

**METES AND BOUNDS DESCRIPTION
OF 14.0909 ACRES OF LAND
BEING RESERVE 'B', M/R SUGAR CREEK LIMITED
OUT OF THE GEORGE BROWN AND CHARLES BELKNAP LEAGUE, A-15
FORT BEND COUNTY, TEXAS**

All that certain 14.0909 acres of land, being all of Commercial Reserve 'B', M/R Sugar Creek Limited, according to the plat thereof recorded in Slide 751A, Fort Bend County Map Records, out of the George Brown and Charles Belknap League, A-15, Fort Bend County, Texas and being more particularly described by metes and bounds as follows:

BEGINNING at a found 5/8-inch iron rod marking the most Easterly corner of said Reserve 'B', and located on the Northwesterly line of Sugar Creek, Section 24 according to the plat thereof, recorded in Volume 17, Page 14, Fort Bend County Map Records;

THENCE the following courses and distances along said Northwesterly line:

- South 34° 22' 08" West, 314.86 feet to a found 5/8-inch iron rod for corner;
- South 37° 26' 54" West, 837.04 feet to a found 5/8-inch iron rod for corner;
- Along the arc of a curve to the right, having a chord of South 52° 30' 01" West, 189.46 feet, a radius of 361.45 feet, and a central angle of 30° 23' 14", a distance of 191.70 feet to a found 5/8-inch iron rod for corner;
- South 67° 50' 08" West, 640.45 feet to a found 5/8-inch iron rod for corner;

THENCE North 51° 17' 11" West, 11.81 feet to a set 5/8-inch iron rod located on the Southeasterly right-of-way line of South Parkway Blvd. (60-foot width);

THENCE the following courses and distances along said right-of-way line:

- Along the arc of a curve to the left, having a chord of North 39° 02' 16" East, 399.77 feet, a radius of 445.71 feet, and a central angle of 53° 17' 28", a distance of 445.71 feet to a set 5/8-inch iron rod for corner;
- North 12° 23' 32" East, 474.47 feet to a set 5/8-inch iron rod for corner;
- Along the arc of a curve to the right, having a chord of North 31° 44' 04" East, 179.52 feet a radius of 271.00 feet, and a central angle of 38° 41' 05", a distance of 182.97 feet to a set 5/8-inch iron rod for corner;

EXHIBIT "A"

- North $51^{\circ} 04' 37''$ East, 119.63 feet to a set 5/8-inch iron rod for corner;
- Along the arc of a curve to the left, having a chord of North $43^{\circ} 39' 40''$ East, 108.60 feet, a radius of 420.73 feet, and a central angle of $14^{\circ} 49' 53''$, a distance of 108.91 feet to a set 5/8-inch iron rod for corner;
- North $36^{\circ} 14' 44''$ East, 11.69 feet to a set 5/8-inch iron rod for corner;
- Along the arc of a curve to the right, having a chord of North $77^{\circ} 13' 38''$ East, 32.79 feet, a radius of 25.00 feet, and a central angle of $81^{\circ} 57' 48''$, a distance of 35.76 feet to a set 5/8-inch iron rod for corner, located on the Southerly right-of-way line of Central Drive (60-foot width);

THENCE the following courses and distances along said Southerly right-of-way line:

- Along the arc of a curve to the left, having a chord of South $88^{\circ} 38' 15''$ East, 318.04 feet, a radius of 352.13 feet, and a central angle of $53^{\circ} 41' 34''$, a distance of 329.99 feet to a set 5/8-inch iron rod for corner;
- North $64^{\circ} 30' 58''$ East, 349.57 feet to a set 5/8-inch iron rod for corner;
- Along the arc of a curve to the left, having a chord of North $53^{\circ} 51' 32''$ East, 121.65 feet, a radius of 328.89 feet, and a central angle of $21^{\circ} 18' 52''$, a distance of 122.35 feet to a set 5/8-inch iron rod for corner;

THENCE South $54^{\circ} 26' 37''$ East, 64.68 feet to the PLACE OF BEGINNING; and containing 14.0909 acres (613,799 square feet) of land, more or less.