COMPARED

DEED VOL. 582 PAGE 166

Sugar Creek Corp.

To: 220089

Sugar Creek, Sec. 11

DEED RESTRICTIONS

SUGAR CREEK, SECTION ELEVEN

THE STATE OF TEXAS X

COUNTY OF FORT BEND X

KNOW ALL MEN BY THESE PRESENTS:

THAT SUGAR CREEK CORPORATION, A Texas Corporation, acting herein by and through its duly authorized officers, hereinafter called "Grantor", being the owner of 24.6175 acres of land out of the WILLIAM STAFFORD 1½ LEAGUE, Abstract 89, Fort Bend County, Texas, which has heretofore been platted into that certain subdivision known as SUGAR CREEK, SECTION ELEVEN, hereinafter called "the subdivision" according to plat of the subdivision recorded in Volume 11, Page 8, 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 the subdivision, 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 COVEYANCE 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 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 systens shall also include systems for utilization of services resulting from advances in science and technology, including but not limited to cable television and other forms of communication and electronic protective devices.

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 plat of the subdivision; 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.

THIS INSTRUMENT IS BEING REFILED BECAUSE THROUGH ERROR OR MISTAKE, ON PAGE 10, PARAGRAPH B.1, THE FIGURE 3,125 WAS INSERTED INSTEAD OF THE FIGURE 2,800 REGARDING SQUARE FOOTAGE REQUIRED FOR TWO STORY RESIDENCES ON LOTS 90 THROUGH 128.

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 of 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 residence 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 11 designated Underground Residential Subdivision, which underground service area shall embrace all lots in Sugar Creek subdivision, Section 11. 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 on 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 designated by such company at the property line of each tract. The electric company furnishing service shall make the necessary connections at said point of attachment and at the meter. 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, the electric service to each lot in the Underground Residential Subdivision, shall be 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) 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/or townhouses expressly excludes, without limitation, mobile homes and duplexes). Therefore, should the plans of 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 dwelling of a different type 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 $1.00 per front lot foot, 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 rearrangement and/or addition is determined by the company to be necessary.

J. It is further expressly agreed and understood that each residence in the subdivision may be served with a central security system with electronic and/or electric conduits, wires and connections. The owner of each residence shall install, or pay for the installation of, all sensors, apparatus, and connection to such system. The monthly charge for such service shall be fixed by the Sugar Creek Homes Association, and shall be provided for as part of the maintenance charge hereinafter set forth.

K. Notwithstanding any other provision herein to the contrary, 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. 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. Grantor shall be responsible for the organization of a Texas non-profit corporation, which may be named "SUGAR CREEK HOMES ASSOCIATION", hereinafter called "the Association". and for the appointment of 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 and the Members of the Committee.

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. The members of the Association shall thereupon and thereafter elect the Directors of the Association in accordance with its Articles and by-laws; and the Association shall thereupon and thereafter name the members of the Committee.

C. Each residential lot in the subdivision shall be subject to an annual maintenance charge, hereinafter called "maintenance charge", not to exceed twenty mills ($.020) per square foot of lot area per year. 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 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 sale thereof by Grantor.

2. The maintenance charge for each calendar year until changed is hereby fixed at twelve mills ($.012) per square foot of lot area. The maintenance charge may be adjusted by the Association from year to year, not to exceed the twenty mill rate, to amounts consistent with the needs of the subdivision as determined by the Association.

3. 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 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; recreational 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 rights to advance money to the fund, or borrow on behalf of the fund, paying then current interest rates.

4. 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, 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.

5. 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. 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 functions 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.

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. 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.

F. No improvements 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 materials, and 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 counter-signature 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, not to exceed $50.00 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 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. COMMON AREAS

The recorded plat of the subdivision states that Reserve A is for the common use of the residents of Lots 10-14 and 17-23 in this section for recreation and green area. Reserve B is an easement for the common use of the residents of Lots 100-104, 106-107, and 109-114 of this section for recreation and green area. It is the express intention of Grantor to have no implied easements across any of the lots in the subdivision for ingress and egress to and from Reserves A and B. Grantor, as the owner of all lots in the subdivision, hereby waives for itself, its successors and assigns, and all subsequent owners and residents of lots in the subdivision, any and all easements, implied or otherwise, over any of the residential lots in the subdivision for the purpose of ingress and egress to and from Reserves A and B.

Reserves A and B are easements for the common use and benefit of the 'Abutting Lot Owners' (as hereinafter defined), for the following purposes: the erection, construction and maintenance of decorative statuary, landscaping and planting common green areas, and electrical or gas lighting, all as approved by the Architectural Standards Committee. In addition, Reserve A of Sugar Creek, Section 6, is an easement for the common use and benefit of the residents of Sugar Creek, Section 6, and the residents of Lots 92-99 in Section 11 (herein called "Section 6 Abutting Lot Owners") for the purposes set forth in Paragraph III of the Deed Restrictions for Sugar Creek, Section 6, recorded in Volume 571 at Page 475 of the Deed Records of Fort Bend County, Texas (herein called "Section 6 Restrictions"). Each Section 6 Abutting Lot Owner shall be subject to the Special Maintenance Charge set forth in Paragraph IV of the Section 6 Restrictions. Such Special Maintenance Charge shall be paid and secured by a vendor's lien in the manner provided for therein.

IV. SPECIAL MAINTENANCE CHARGE

Because of the special benefits to be derived by the Abutting Lot Owners (as hereinafter defined) from Reserves A and B, each Abutting Lot Owner shall be subject to an annual maintenance charge (hereinafter called the "Special Maintenance Charge") of not less than One Hundred Eighty and No/100 Dollars ($180.00) per calendar year, in addition to the maintenance charge paid to the Sugar Creek Homes Association, as established by Paragraph II hereof. The Special Maintenance Charge shall be payable to the Sugar Creek Homes Association Maintenance Fund to be maintained for the benefit of the owner of each residential lot listed below and shall be administered by the Association. The Special Maintenance Charge or pro-rata part thereof for each completed dwelling shall be due and payable, in advance, beginning the 1st day of January, 1972, and for dwelling units completed after such date, beginning on the 1st day of the month immediately following the date of sale of such unit to a third party, as evidenced by recording date of the Deed to such dwelling unit, and the Special Maintenance Charge shall be thereafter payable on the 1st day of January each and every year, until these restrictions shall be terminated. Such maintenance charge may be increased to an amount greater than One Hundred Eighty and No/100 Dollars ($180.00) per calendar year only by majority vote of the Abutting Lot Owners 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 Abutting Lot Owner shall have one vote. However, until such time as Grantor, its successors or assigns has sold all the lots in Sugar Creek, Section 11, Grantor, its successors or assigns, shall have the sole right to fix the amount of the Special Maintenance Charge.

To secure payment of the Special Maintenance Charge, a vendor's lien is hereby retained on each lot listed below in favor of the Association in the same manner as provided in Paragraph II C.4 hereof. The proceeds of the Special Maintenance Charge shall be held by the Association, and shall be used in accordance with the following:

The Special Maintenance Charge funds shall be held for the benefit of each of the lots listed below without limitation for the following stated purposes:

The general maintenance and upkeep of Reserves A and B, including plantings, gardens, lighting fixtures, landscaping, walls, walks, and walkways, water, electric, gas and other utility

bills or charges for use upon such Reserves, ad valorem taxes on such Reserves, legal expenses, and costs of Court incident to the enforcement of the covenants herein contained, and any and all other things necessary and/or desirable in the discretion of the Association in maintaining the special character and value of Reserves A and B.

The term "Abutting Lot Owners", as used herein, means, with respect to Reserve A, the owners of Lots 10-14 and 17-23, and with respect to Reserve B, the owners of Lots 100-104, 106-107 and 109-114, all in Sugar Creek, Section 11.

V. FRONT YARD MAINTENANCE CHARGE

Each owner of a Lot in Sugar Creek, Section 11, shall be subject to an additional annual charge (hereinafter called the "Front Yard Maintenance Charge") of not less than One Hundred Fifty and No/100 Dollars ($150.00) per calendar year, in addition to the maintenance charge paid to the Sugar Creek Homes Association as established by Paragraph II hereof, and in addition to the Special Maintenance Charge paid by the Abutting Lot Owners and the Section 6 Abutting Lot Owners, as established by Paragraphs III and IV hereof. 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 11, 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, 1972, 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, as evidenced by the recording date of the Deed to 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 One Hundred Fifty and No/100 Dollars ($150.00) per calendar year only by majority vote of the owners of Lots in Sugar Creek, Section 11, 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 11, shall have one vote. However, until such time as Grantor, its successors or assigns, has sold all the Lots in Sugar Creek, Section 11, Grantor, its successors or assigns, shall have the sole right to fix the amount of the Front Yard Maintenance Charge.

To secure payment of the Front Yard Maintenance Charge, a vendor's lien is hereby retained on each Lot in Sugar Creek, Section 11, in favor of the Association in the same manner as provided in Paragraph II C.4 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" (as hereinafter defined). The term "Front Yards" shall mean the portion of each Lot in Sugar Creek, Section 11, between the building line of such Lot as shown on the recorded Plat of Sugar Creek, Section 11, and the streets (other than Montclair Boulevard) shown on the recorded Plat of Sugar Creek, Section 11. In addition, the Association may, 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, and all other things necessary and/or desirable in the discretion of the Association in maintaining the character and value of Sugar Creek, Section 11.

VI. RESTRICTIONS

A. Residential Purpose

1. The 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 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 minimum square footage of the lot shall not be less than 5,200 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, projections and every other permanent part of the improvements, except roofs. Steps, terraces 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.

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 occupant of the lot upon which the garage is located. No detached garages 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 the property lines of the lot or parcel of land on 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 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 home site, exclusive of porches and garages, shall be as follows: Lots 1 through 16 shall be not less than 2,250 square feet; Lots 17 through 40 shall be not less than 2,000 square feet; Lots 90 through 128 shall be not less than 2,500 square feet; and in the case of any residence of more than one story, the requirements as to living area shall be: Lots 1 through 16 shall be not less than 2,800 square feet; Lots 17 through 40 shall be not less than 2,500 square feet; and Lots 90 through 128 shall be not less than 2,800 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.

3. Harmony of appearance shall be required and approved by the Architectural Standards Committee for all homes in Section 11. Golf Course elevations shall be consistent in design and materials with the other elevations of any given house.

C. Building Locations

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 plat. In any event, no building shall be located nearer than 20' to the front property line. No residential building, even of a temporary nature, may be placed in a utility easement. No residence, garage, carport, or other structure, fence or wall, may be placed in any area designated as a pipeline easement without the prior written consent of Grantor. Special requirements are hereinafter made for Golf Course lots.

2. Golf Course lots shall consist of Lots 8-14, 17-24, 92-104, 106-107, 109-124.

No residence, garage, carport, fence, wall or hedge shall be placed closer to a Golf Course lot line than one (1) foot.

3. No detached garages will be permitted on Golf Course lots.

4. Grantor, with the approval of the Association, shall have the right to grant exceptions to the building lines shown on the recorded plat when doing so will not be inconsistent for the overall plan for development of the subdivision.

D. Facing of Residences

1. Houses or residences 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. Residences on Lots 1 through 7 and Lots 124 through 128 shall face Wellington Lane and Charleston North, respectively.

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. On Lots 1, 16 and 40, Block 1, no driveway or garage entrance will be permitted from Wellington Drive. On Lot 90, Block 1, no driveway or garage entrance will be permitted from Montclair Boulevard. On Lot 128, Block 1, no driveway or garage entrance will be permitted from Charleston South.

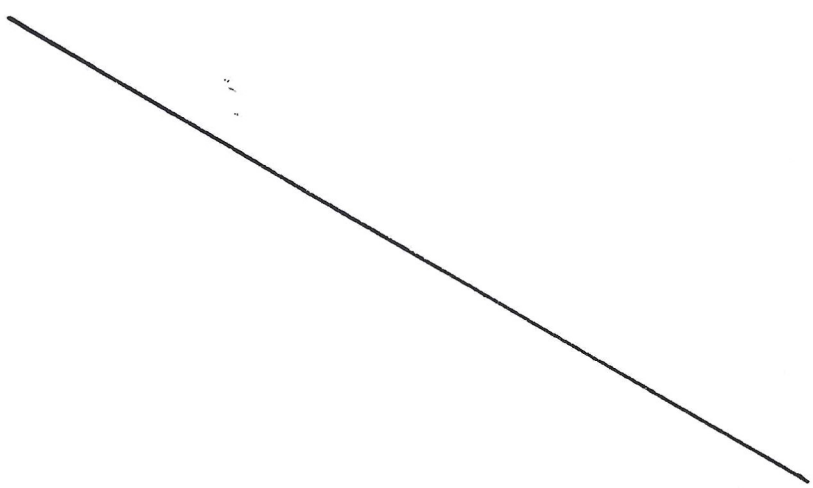
3. Garages on corner lots may optionally open directly towards and have driveway entrances from the side streets, except that on the following lots no garage or carport shall face and open at less than a 90 degree angle to the side street unless the garage or carport is at least the following distance from the side street property line:

Lot	Block	Minimum Distance
105	1	50' from Charleston South
108	1	40' from Charleston North

4. Regardless of the facing of the garage, the garage structure must be at least the following distance from the side street property line:

Lot	Block	Minimum Distance
105	1	25' from Charleston South
108	1	25' from Charleston North

See paragraph E.3 above for setback requirements when garage faces at less than a 90 degree angle to the side street property line.



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 from the ground unless it is an integral part of the house or building structure. See paragraph C.2 for location requirements of Golf Course lots. 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 Corporation 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 driveways and transformers will be furnished by Grantor.

2. Driveways shall be constructed with a minimum width of nine feet (9'). Concrete drives shall have expansion joints not more than twenty feet (20') apart, with one joint at back of street curb. Width of driveways shall flare to a minimum of fifteen feet (15') (not to encroach past property lines) 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 four feet (4').

I. Yard Lighting

1. Each residence shall have a gas or electric light fixture on a pole or post in the front yard. The design and location of the yard light 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 addition.

2. Grass and weeds shall be kept mowed to prevent unsightly appearances. 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. No owner shall grow, nor permit to grow, any unusual plants or vegetation, including without limitation fruits and vegetables commonly referred to as "produce" in their front yard or on golf course lots. Any such plants and vegetation shall be promptly removed by the owner at his own expense; if the owner does not remove such plants and vegetation upon written request of the Association, then the Association may, but shall not be required to, remove such plants and vegetation at owner's expense and shall not be liable for damage done in such removal.

3. Owners of Golf Course lots 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, excluding Reserves A and B, 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 foilage 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.

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. 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.

10. 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.

11. 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.

12. No flag pole shall be permanently erected on any property unless approval has been obtained in writing from the Committee. No flags other than the United States flag or the State of Texas flag may be flown.

13. 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, nor shall any motor vehicle be constructed, reconstructed or repaired, other than in a garage. The doors of garages 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.

14. 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.

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

16. 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.

17. 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.

18. 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 building 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.

19. 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.

20. Any building or other improvements 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.

21. 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.

22. 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 as to all the land.

23. 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

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 commence 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.

EXECUTED on this, the 17th day of October, 1972.

SUGAR CREEK CORPORATION

By Don L. Russell
Don L. Russell
Executive Vice President

ATTEST:

By Frank M. Mandola
Frank M. Mandola
Assistant Secretary

THE STATE OF TEXAS)

COUNTY OF HARRIS)

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 aknowledged to me that he executed the same for the purposes and considerations 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 17th day of October, 1972.

Patricia Jefferson
Notary Public in and for
Harris County, Texas

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

OCT 24 1972

Ella Maeeks
COUNTY CLERK, Fort Bend County, Texas

FILED FOR RECORD
AT 8 O'CLOCK A M.
OCT 20 1972
Ella Maeeks
County Clerk, Fort Bend, Co., Tex.

FILED FOR RECORD
AT 8 O'CLOCK A M.
JAN 17 1973
Ella Maeeks
County Clerk, Fort Bend, Co., Tex.