

SUGAR CREEK CORPORATION

TO:

SUGAR CREEK, SECTION SEVENTEEN

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DEED RESTRICTIONS

SUGAR CREEK, SECTION SEVENTEEN

THE STATE OF TEXAS X

KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF FORT BEND X

THAT SUGAR CREEK CORPORATION, a Texas Corporation acting herein by and through its duly authorized officers, hereinafter called "Grantor" being the owner of 7.0179 acres of land out of the Williams Stafford 1 1/2 League, Abstract 89, which has heretofore been platted into that certain subdivision known as SUGAR CREEK, SECTION SEVENTEEN, hereinafter called "the Subdivision", according to plat thereof recorded in Volume 17, Page 3, of the Plat Records of Fort Bend County, Texas reference to said plat and the record thereof here made for all purposes, desiring to create and carry out a uniform plan for the improvement, development, sales and use of all of the lots in SUGAR CREEK, Section Seventeen, 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, 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 for electric light and power supply, telephone service, gas supply, water supply and sewer services. Such systems shall also include systems for utilization of services resulting from advances in science and technology.

C. Grantor reserves the right to impose further restrictions and indicate 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 provision in conveyances.

D. Subject to the foregoing, Grantor hereby DEDICATES TO THE PUBLIC OF THE PUBLIC all streets, drives, boulevards, and other roadways, all easements shown on the recorded plat as being located within the subdivision, but does not hereby dedicate to the public any streets, boulevards, or other roadways connecting the subdivision with other subdivisions; provided, however, that the use thereof by any utility company shall be 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 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, or other utilities.

ents or public utility companies through, along or upon said easements 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 side shall also be provided with conduit, pull wire and a minimum of three outlet boxes, at the owner's expense, for the installation of telephoning 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 that part of Sugar Creek Subdivision, Section Seventeen designated Underground Residential Subdivisions, which underground service areas all embrace all lots in Sugar Creek Subdivision, Section Seventeen. 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 attachment at such company's installed transformers or energized secondary distribution boxes, such point of attachment to be made available by the electric company at a point designated by such company.

The electric company furnishing service shall make the necessary connections at said point of attachment and at the meter. Developer has either designated 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 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 (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 each 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 on the premises and designated to be permanently located upon the lot here 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 types 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 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 lot, 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 are necessary and/or additions are determined by Company

The provisions of the two preceding paragraphs also apply to any future residential development in Reserve (s), if any, shown on the plat of Sugar Creek Subdivision, Section Twenty-One, 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, parking, and signs related to such sales office and model homes as approved by the Architectural Standards Committee. 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 and/or the Architectural Standards Committee.

II. ADMINISTRATION

A. Grantor has caused to be formed "SUGAR CREEK HOMES ASSOCIATION" a Texas non-profit corporation, hereinafter called "the Association." Grantor has also caused to be formed an ARCHITECTURAL STANDARDS COMMITTEE, hereinafter called "the Committee". The Association and the Committee shall have the rights, powers and duties provided for herein. The Association shall be governed by its Articles of Incorporation and by-laws and the Committee shall be governed by its by-laws.

B. Grantor shall name the members of the Committee. From and after the earlier to occur of either (i) completion of the approval for construction of homes on all residential lots shown on the plat of the subdivision, or (ii) the expiration of five (5) years from the date hereof, the Association shall have all of the rights, powers and duties of the Committee provided for herein, and the Committee shall thereafter have no rights, powers or duties hereunder.

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 increased the maintenance charge by more than 20% of the amount of the maintenance in the preceding 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

ll become effective, and the resident owners of each dwelling unit ll have one vote. It is expressly agreed and understood that the ntendance charge per lot in the subdivision may be more or less than annual maintenance charge per lot in other sections of Sugar Creek. maintenance charge shall be secured, collected, managed and expended follows:

1. The maintenance charge for each lot shall be due and payable wally, in advance, on the first day of January following the sale such lot by Grantor, and on the first day of each January thereafter. maintenance charge for the year of the sale by Grantor shall be -rated and the purchaser's pro-rata share shall be paid to the ociation upon the closing of the sale. Maintenance charges not d when due shall bear interest at the rate of 10% per annum or such ater rate as may be provided by the laws of the State of Texas. maintenance charge shall begin to accrue on any lot until the sale reof by Grantor.

2. The maintenance charges shall, when paid, be deposited a separate maintenance fund bank account. The maintenance fund shall held, managed, invested and expended by the Association, at its discre- on, for the benefit of the subdivision and other Sections of Sugar ek and the owners of residential lots therein. The Association shall, way of illustration and not by way of limitation, expend the maintenance d for improving and maintenance of streets, roads, esplanades, parks, l refuse, patrol and security services; fogging and spraying for insect trol; bus service (or the subsidization of such service); street hting; recreation areas and facilities; including lakes and the mainte- e thereof; enforcement of these Restrictions by action at law or equity, or otherwise, paying court costs as well as reasonable and essary legal fees out of the maintenance fund; and for all other poses which are, in the discretion of the Association, desirable maintaining the character and value of SUGAR CREEK and the residential s therein. The Association shall not be required to have a separate ntenance fund for the various Sections of SUGAR CREEK nor shall it required to expend portions of the fund in any particular section sections. The Association shall not be liable to any person with pect to the maintenance fund except for its willfull misdeeds. It ll not be required to expend funds at any time but shall have the ht to advance money to the fund, or borrow on behalf of the fund, ing then current interest rates.

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

The Association shall, as a condition precedent to the reclosure of any liens securing the payment of the maintenance charge, rst notify the record owner of notes secured by liens covering residen- ts in the subdivision, (excluding "second lien notes" and other indebtedn

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

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

C. The Association shall function as the representative of the owners of the lots in the subdivision for the purposes herein set forth as well as for all other purposes consistent with the creation and preservation of a first-class residential subdivision, including by way of illustration, collecting and managing the maintenance fund and enforcing these Restrictions. The Committee shall have the authority to approve or disapprove plans, publish architectural standards bulletins and perform such functions as herein provided. The Committee may employ a consulting architect or architects to assist in the architectural aspects of subdivision control and may delegate to such architect or architects such portion of the architectural aspects of subdivision control as they may deem appropriate, compensating such architect or architects out of the maintenance fund.

D. 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. 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 or residence foundation. Such approvals and standards shall in no event be construed as representing or guaranteeing that any residence or residence foundation will be built in a good workmanlike manner. The acceptance of a deed to a residential lot in the subdivision shall be deemed a covenant and agreement on the part of the grantee, and the grantee's heirs, successors and assigns, that Grantor, the Association and the Committee, as well as their agents, employees and architects, shall have no liability under these Restrictions except for willful misdeed.

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

1. Three (3) complete sets of plans and specifications shall be delivered to the Committee. Such plans and specifications shall be reviewed by the coordinating architect, consulting foundation engineer and the Committee as to design and materials, harmony of exterior design with existing or approved structures, location with respect to building lines, set backs and easements, adequacy of foundation as related to topography, finish grade elevations, and the compacted and filled soil of the subdivision. 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 and 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.

4. If no action is taken on plans and specifications within 15 days after their delivery to the Committee, they shall be approved the 45th day after such delivery.

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

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

III. RESTRICTIONS

Residential Purpose

1. This subdivision shall be used for private single family residences only.
2. Parts of one, two or more adjoining lots facing same street on 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 5,000 square feet.
3. 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, 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 on the subdivision, not otherwise herein authorized, is hereby expressly prohibited.
4. 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 steps, terraces, decks, docks, and planters outside of building lines. 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.
5. 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.
6. No building materials or temporary building of any kind or character including, but not limited to, tents, shacks, garage or sheds, shall be placed or stored upon the property until the owner is ready to commence improvements, and then such materials or temporary building shall be placed within the property lines of the lot or parcel of land which the improvements are to be erected, and shall not be placed on the streets or between the curb and property line; and any such temporary building shall not be used for other than construction.

7. No building or structure upon any lot may be permitted fall into disrepair. Buildings must all all times be kept in good dition, adequately painted or otherwise finished.

Building Sizes and Construction

1. The living area of the main house or residential structure structured as a one-story residence on any homesite, exclusive of porches garages, shall be not less than 1,500 square feet; and in the case any residence of more than one story, the requirements as to living a shall be at least a total of 1,800 square feet.
No residence may exceed two stories in height.

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

Building Locations and Exceptions

1. No building shall be located on any lot nearer to the front erty than 25', except lots 25 and 26, which shall be 20', and be a minimum distance of 1' from an interior side property line.

2. Grantor, with the approval of the Committee shall have right to grant exception to the building lines shown on the recorded t and those established herein and building sizes required herein in doing so will not be inconsistent with the overall plan for the elopment of the subdivision.

Facing of Residences

1. Houses or residences on corner lots shall face the street m which the greater building line setback is shown on the recorded t, unless alternate facing is authorized by the Architectural Standards mittee.

Facing of Garages

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

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

Fences, Walls and Hedges

1. No fence, wall or hedge shall be placed on any lot in the odivision nearer to any front or to any side street than is permitted : the house on said lot, and no fence, wall or hedge located between :rior lot lines and building setback lines shall be higher than 8' on rear l 6' on the side from the ground unless it is an integral part of the use or building structures. No wire or chain link fence is permitted on an t of any residential lot. Should a hedge, shrub, tree, flower or other nting be so placed, or afterwards grow, so as to encroach upon adjoining erty, such encroachment shall be removed upon request of the owner or joining property or the Sugar Creek Homes Association. Should any encroach t be upon a right-of-way or easement, it shall be removed promptly upon quest of the Sugar Creek Homes Association and such encroachment is wholly the risk, and removal shall be solely at the expense, of the owner.

Driveways

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

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

Walks

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

Yard Lighting

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

Miscellaneous

1. No trash, garbage, ashes, refuse or other waste shall be burned 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, and if not removed by owners, then the association may, but shall not be required to, remove such trees at owner's expense and shall not be liable for damage done in such removal.

3. 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 three (3) dogs, cats or other household pets may be kept, provided they are not kept, bred, or maintained for any commercial purpose.

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

planted or permitted to remain on any lot unless the foliage line maintained at a proper height to prevent obstruction of safe cross-ability of traffic approaching an intersection or driveway. Easements installation and maintenance of utilities and drainage facilities reserved as shown on the recorded plat. The easement area of each 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; 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 the escaping 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, when such access is essential to 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 plat not exceeding 100 square inches in area and one sign for sale purposes not exceeding 10 square feet in area, except for signs permitted by Section I, K, above. 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 express 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 truck, camper, or boat shall be kept, placed, stored, 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 and exit. The provisions of this paragraph shall not, however, apply to emergency vehicle repairs or temporary construction with the construction, reconstruction or repair of any work or improvements.

13. No junk of any kind or character, or any accessories, tools or objects used with cars, boats, buses, trucks, trailers, house trailers, 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 be permitted, nor shall any well or hole of 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 within buildings or structures unless the same shall be contained in conduits or cables constructed, placed and maintained underground or concealed in or under buildings or other structures. 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, re-finishing, 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 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 a property adjoining the land.

21. 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 reservations, restrictions or other improvements hereof or parts thereof to all the land.

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

K. Duration and Amendment

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

2. These Restrictions can be amended at any time by a written instrument, recorded in the appropriate records of, Fort Bend County, Texas, executed and acknowledged by Grantor, the Association and a majority of the owners of lots in the subdivision; provided, however, that after January 1, 1980, Grantor's approval of any amendment shall not be required pursuant to the requirements hereof. In addition, and without the necessity of amending the Restrictions, Grantor shall have right to grant exceptions from time to time to the application of any particular provisions of the Restrictions (other than a waiver of maintenance charge) when doing so will not be inconsistent with the general overall plan for the development of the subdivision.

L. ALL PURCHASERS OF PROPERTY IN SUGAR CREEK, SECTION SEVENTEEN, HEREBY ARE ADVISED THAT THE LAND IMMEDIATELY NORTH OF SUGAR CREEK, SECTION SEVENTEEN, HAS BEEN SOLD FOR THE PURPOSES OF ERECTING TOWNHOUSES, OFFICE BUILDINGS, A CHURCH AND AN AUTOMOBILE DEALERSHIP AND RELATED COMMERCIAL PURPOSES.

EXECUTED on this, the 22ND day of APRIL, 1982

SUGAR CREEK CORPORATION

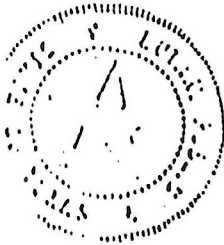
By Don L. Russell

Don L. Russell
Executive Vice President

THE STATE OF TEXAS X
COUNTY OF HARRIS X

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

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the 23rd day of April, 1982.



Patricia L. Koelne

Notary Public in and for the
County of Harris, Texas.

Given February 16, 1985