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Deed
Records

DEED RESTRICTIONS
FOR
SUGAR CREEK, SECTION ONE, UNRESTRICTED RESERVE
"TIFFANY SQUARE"

THE STATE OF TEXAS X
COUNTY OF FORT BEND X

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, SUGAR CREEK CORPORATION, a Texas Corporation, has heretofore re-platted the subdivision known as SUGAR CREEK, SECTION ONE, a subdivision of 64.5758 acres of land out of the Geo. Brown & Chas. Belknap League, Abstract No. 15, and the William Stafford 1-1/2 League, Abstract No. 89, Fort Bend County, Texas, according to the re-plat filed for record on the 14th day of September, 1970, and recorded in Volume 7, Page 10 of the Map Records of Fort Bend County, Texas, reference to which re-plat and said record thereof being here made for all purposes, which subdivision as re-platted is hereinafter referred to as "the subdivision"; and

WHEREAS, the above mentioned re-plat wholly supersedes and entirely takes the place of the original plat of said subdivision earlier recorded in Volume 7, Page 6 of Map Records, which original plat by virtue of said re-plat is no longer in effect; and

WHEREAS, the above mentioned re-plat has an area noted thereon as "Unrestricted Reserve" which it is now the desire of the Sugar Creek Corporation to develop as a Patio House Area to be known as "Tiffany Square";

NOW, therefore, Sugar Creek Corporation, hereinafter sometimes called "Grantor", in order to create and carry out a general and uniform plan for the improvement, development, sale and use of the "unrestricted reserve" in the subdivision as re-platted, for the benefit of the present and future owners of the "unrestricted reserve", GRANTOR DOES HEREBY ADOPT AND ESTABLISH THE FOLLOWING RESERVATIONS, RESTRICTIONS, COVENANTS, CONDITIONS, EASEMENTS AND STIPULATIONS WHICH SHALL BE APPLICABLE TO AND GOVERN THE IMPROVEMENT, USE, OCCUPANCY AND CONVEYANCE OF ALL THE "UNRESTRICTED RESERVE" IN THE SUBDIVISION AS RE-PLATTED, WHICH IS HEREIN REFERRED TO AS "TIFFANY SQUARE".

I. RESERVATIONS

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

B. Grantor reserves the right to make minor changes in and additions to all easements for the purposes of more efficiently and economically installing utility systems.

C. Neither Grantor nor any utility company using the utility easements shall be liable for any damage 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.

D. 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.

E. 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.

F. An underground electric distribution system will be installed in that part of Sugar Creek Subdivision, Section I, Phase I, (including Tiffany Square) designated Underground Residential Subdivision, which underground service area shall embrace all lots in Sugar Creek Subdivision, Section I, Phase I (including Tiffany Square). 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 lot. 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.

G. 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 connections 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.

H. It is further expressly agreed and understood that Grantor, its successors and assigns may use any of the property for a sales office, a model home or model homes, and parking related to such sales office and model homes.

I. This property shall be subject to all of the provisions of Part III, titled Administration, of the restrictions of Sugar Creek Section One as set forth in an instrument recorded in Volume 530, Page 293 of the Deed Records of Fort Bend County, Texas, as if said Part III were set forth herein verbatim and reference is made to such Part III of said instrument, for all purposes.

II. RESTRICTIONS

A. Residential Purpose

1. This property shall be used for private single family residences only, except that certain portions thereof may be used for a business and/or realty sales office.

2. Only one residence shall be constructed on each tract of land described separately, which is subsequently conveyed by Grantor.

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 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.

4. 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 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.

5. No building or structure upon any tract of land may be permitted to fall into disrepair. Such building must at all times be kept in good condition, adequately painted or otherwise finished.

B. Building Sizes, Locations, Facing of Buildings, Fences, Walls, Hedges, Driveways and Walks

1. All structures built on the property herein called Tiffany Square shall first be approved by the Architectural Standards Committee, which Committee is incorporated herein by Paragraph I of Part 1 hereof. Such Committee shall approve the size and location of any structures, including but not limited to fences, walls, hedges, driveways and walks. Committee shall use its discretion so as to develop a modern patio house area and shall use standards consistent with other house construction and size requirements in the balance of Section 1 of Sugar Creek to attain this end.

C. Miscellaneous

1. No trash, garbage, ashes, refuse or other waste shall be thrown or dumped on any vacant tract of land.

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 tract or adjacent tract of land, shall be promptly removed or repaired, and if not removed by owners, then the Association may, but shall not be required to, remove such trees at owner's expense and shall not be liable for damage done in such removal.

3. Owners of tracts of land backing on the Golf Course 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 tracts 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 tract which may be noxious, detrimental, or offensive to any other tract of land or to the occupants of any tract of land.

5. No animals, livestock or poultry of any kind shall be raised, bred, kept, staked or pastured on any tract, 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.

6. No owner shall permit anything or condition to exist upon his tract 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 tract, including any setback areas, areas between property lines and adjacent sidewalks and/or street curb, neatly trimmed, property 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 tract and all improvements in it shall be maintained continuously by the owner of the tract, except for those improvements for which a public utility company or authority is responsible.

7. Each owner of a tract of land in Tiffany Square agrees for himself, his heirs, or successors in interest that he will not in any way interfere with the established drainage pattern over his tract from adjoining or other tracts of land in said area; and he will make adequate provisions for proper drainage in the event it becomes necessary to change the established drainage over his tract of land. For the purpose hercof, "established

"drainage" is defined as the drainage which occurred at the time that the overall grading of said area, including landscaping of any tracts in said Tiffany Square, was completed by Grantor.

8. Each owner of a tract 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 tracts, which such access is essential for the maintenance of drainage facilities.

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

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

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

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

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

14. No golf cart, tent, mobile home, trailer of any kind, or similar structure, and no truck, camper, or boat shall be kept, placed, maintained, constructed, reconstructed or repaired, 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.

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

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

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

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

19. No lines, wires, or other devices for the communication or transmission of electric current or power, including telephone, television, and radio signals, shall be constructed, placed, or maintained anywhere in or upon any tract of land 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.

20. Each owner of a tract of land 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 tracts 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 tract owner stating the purpose of the access. In no event shall such access be deemed to permit entry into the interior portions of any dwelling. Any damage caused by such access will be repaired at the expense of the owner causing such damage.

21. Any building or other improvement on the land that is destroyed partially or totally by fire, storm or any other means shall be repaired or demolished within a reasonable period of time, and the land restored to an orderly and attractive condition.

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

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

24. No building, even of a temporary nature, may be placed in a utility easement.

III. MAINTENANCE CHARGE

In addition to the maintenance charge to the Sugar Creek Homes Association, as incorporated herein by Paragraph I of Part 1 hereof, each completed dwelling unit in Tiffany Square shall also be subject to an annual maintenance charge of not less than one hundred twenty and no/100 (\$120.00) dollars per calendar year, which charge shall be payable also to the Sugar Creek Homes Association Maintenance Fund to be maintained for the benefit of each dwelling unit owner and which shall be administered by such Association. Such annual maintenance charge or pro-rata thereof for each completed dwelling shall be due and payable, in advance, beginning the 1st day of January, 1970, and for dwelling units completed after such date, beginning on the 1st day of the month following the date of sale of each such unit from Grantor to a third party, as evidenced by recording date of the Deed to such dwelling, and the maintenance charge shall be thereafter payable on the 1st day of January each and every year, until these restrictions shall be terminated. Such maintenance may be increased to an amount greater than one hundred twenty and no/100 (\$120.00) dollars per calendar year only by majority vote of the resident owners of dwelling units in Tiffany Square, 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 resident owner of a dwelling site shall have one vote. The maintenance charge shall be secured by a vendor's lien against each dwelling retained in each Deed of conveyance from Grantor and each such dwelling site shall be thereafter subject to the provisions of this maintenance charge, however, the maintenance charge shall not become effective against any dwelling site not improved with a dwelling. The proceeds of the maintenance charge shall be held by the Committee as a separate special fund which shall be used in strict accordance with the following:

The Maintenance charge funds shall be held for the benefit of each dwelling site, without limitation, but including the following stated purposes:

The general maintenance and upkeep of the common areas, or common easements hereafter defined, including the plantings, gardens, lighting fixtures, landscaping, subdivision entry walls, walks, and walkways, water, electric, gas, or other utility bill or charge for use upon such common area, all or part of the costs and expense of trash or garbage pick-up, 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 character and value of Tiffany Square.

IV. COMMON AREAS

There is attached hereto and made a part hereof for all purposes a plat prepared by Coulson & Associates, Inc., Consulting Engineers, encompassing the area referred to herein as Tiffany Square and being the Unrestricted Reserve in the re-plat of Sugar Creek, Section 1. The following described tracts of land out of subject area shall be an easement for the use and benefit of owners of property in said Tiffany Square. The use to be for the erection,

construction and maintenance of walls, a sign designating thereon the name "Tiffany Square", landscaping, planting, common green areas and electric or gas lighting as approved by the Architectural Standards Committee. Also, portions of the hereinafter described tracts shall be used as a right-of-way for vehicular traffic and for parking such vehicles. The first two tracts of land, being designated Tract 1 and Tract 2, shall only be used as a common green area and not as a right-of-way. The third tract of land shall be used for both a green area and right-of-way, including parking of vehicular traffic. Such tracts of land being described as follows, to wit:

TRACT 1

DESCRIPTION of 2125 square feet of land out of the William Stafford 1½ League, Abstract 89, Fort Bend County, Texas.

COMMENCING at the northwest corner of Lot 26, Block 5 of the Replat of Sugar Creek, Section One, a subdivision recorded in Volume 7, Page 10 of the Fort Bend County Map Records, Fort Bend County, Texas;

THENCE S 32° 46' 05" W 95.00 feet to the POINT OF BEGINNING;

THENCE continuing S 32° 46' 05" W 25.00 feet to a point for corner;

THENCE N 57° 13' 55" W 85.00 feet to a point for corner;

THENCE N 32° 46' 05" E 25.00 feet to a point for corner;

THENCE S 57° 13' 55" E 85.00 feet to the POINT OF BEGINNING.

TRACT 2

DESCRIPTION of 2000 square feet of land out of the William Stafford 1½ League, Abstract 89, Fort Bend County, Texas.

BEGINNING at the southeast corner of Lot 10, Block 5 of the Replat of Sugar Creek, Section One, a subdivision recorded in Volume 7, Page 10 of the Fort Bend County Map Records, Fort Bend County, Texas;

THENCE N 32° 46' 05" E 25.00 feet to a point for corner;

THENCE S 57° 13' 55" E 80.00 feet to a point for corner;

THENCE S 32° 46' 05" W 25.00 feet to a point for corner;

THENCE N 57° 13' 55" W 80.00 feet to the POINT OF BEGINNING.

TRACT 3

DESCRIPTION of 90,748 square feet of land out of the William Stafford 1½ League, Abstract 89, Fort Bend County, Texas.

BEGINNING at the northeast corner of Lot 10, Block 5 of the Replat of Sugar Creek, Section One, a subdivision recorded in Volume 7, Page 10 of the Fort Bend County Map Records, Fort Bend County, Texas;

THENCE N 57° 13' 55" W 133.67 feet to an angle point;

THENCE N 30° 31' 49" W 50.55 feet to an angle point;

THENCE N 16° 45' 55" W 49.93 feet to an angle point;

THENCE N 00° 05' 40" E 203.00 feet to a point in the arc of a curve to the right having a radius of 35.00 feet;

THENCE in a northeasterly direction along the arc of said curve, subtending a central angle of 100° 19' 11", a distance of 61.28 feet to the point of tangency of said curve;

THENCE S 42° 04' 23" E 118.00 feet to the point of curvature of a curve to the right having a radius of 50.00 feet;

THENCE in a southeasterly direction along the arc of said curve, subtending a central angle of 81° 15' 11", a distance of 70.91 feet to a point;

THENCE N 77° 00' 34" E 48.52 feet to an angle point;

THENCE N 47° 55' 37" E 110.00 feet to a point for corner;

THENCE N 42° 04' 23" W 392.45 feet to an angle point;

THENCE N 00° 05' 40" E 39.06 feet to a point for corner;

THENCE S 55° 04' 34" E 16.80 feet to an angle point;

THENCE S 42° 04' 23" E 743.40 feet to a point for corner;

THENCE S 33° 56' 19" W 30.92 feet to a point for corner;

THENCE N 42° 04' 23" W 247.19 feet to a point for corner;

THENCE S 47° 55' 37" W 110.00 feet to a point for an interior corner of the tract described herein;

THENCE S 42° 04' 23" E 145.00 feet to the point of curvature of a curve to the right having a radius of 35.00 feet;

THENCE in a southerly direction along the arc of said curve, subtending a central angle of 76° 00' 42" a distance of 46.43 feet to the point of tangency of said curve;

THENCE S 33° 56' 19" W 62.04 feet to the point of curvature of a curve to the right having a radius of 52.50 feet;

THENCE in a southwesterly direction along the arc of said curve subtending a central angle of 47° 10' 11" a distance of 43.22 feet to the point of tangency of said curve;

THENCE S 63° 22' 42" W 9.62 feet to an angle point;

THENCE N 57° 13' 55" W 140.00 feet to the POINT OF BEGINNING:

SAVE AND EXCEPT 20,219 square feet of land, and more particularly described by metes and bounds as follows:

COMMENCING at the northeast corner of Lot 10 Block 5 of the Replat of Sugar Creek, Section One, a subdivision recorded in Volume 7, Page 10 of the Fort Bend County Map Records, Fort Bend County, Texas;

THENCE N 57° 13' 55" W 67.50 feet to a point;

THENCE N 32° 46' 05" E 35.00 feet to the POINT OF BEGINNING of the tract described herein, said point also being the point of curvature of a curve to the right having a radius of 173.48 feet;

THENCE in a northwesterly direction along the arc of said curve, subtending a central angle of 43° 35' 37", a distance of 132.00 feet to a point;

THENCE N 67° 52' 08" E 100.00 feet to a point for corner;

THENCE S 22° 07' 52" E 40.00 feet to an angle point;

THENCE S 44° 28' 55" E 30.14 feet to an angle point;

THENCE S 57° 13' 55" E 100.00 feet to a point for corner;
THENCE S 32° 46' 05" W 100.00 feet to a point for corner;
THENCE N 57° 13' 55" W 100.00 feet to the POINT OF BEGINNING.

V. 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 commencement of any successive ten-year period, by filing for record in the Office of the County Clerk of Fort Bend County, Texas, a written statement of election to terminate these restrictions, executed and acknowledged by the owners of a majority of the area of the tracts of land 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 14th day of January, 1971.

SUGAR CREEK CORPORATION

BY

Don L. Russell
Executive Vice President .

ATTEST:

BY Bill R. Roberts
Assistant Secretary

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 14th day of January, 1971.

Patricia Jefferson
Patricia Jefferson
Notary Public in and for
Harris County, Texas