

To: Venetian Estates # 4

173774**RESTRICTIONS****VENETIAN ESTATES - SECTION 4**

THE STATE OF TEXAS 0

0

COUNTY OF FORT BEND 0

WHEREAS, Belknap Realty Company, a corporation organized and existing under the laws of the State of Texas, is owner of a certain tract of land out of the S. M. Williams League situated in Fort Bend County, Texas, being known as Venetian Estates, Section 4, and being more particularly described by map or plat of said subdivision recorded in Volume 6, Page 13 of the Map Records of Fort Bend County, Texas, under File No. 173745 on November 22, 1968, to which map or plat, and the record thereof reference is here made for all purposes.

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS: That Belknap Realty Company does hereby dedicate the streets, avenues, drives and parkways, being more specifically designated on the plat as Savoy, Santa Maria, Salerno and Lombardy unto the City of Sugar Land, Texas, for use by the public, specifically excepting from this dedication and reserving unto the Belknap Realty Company, its successors, assigns and legal representatives, the right at any time to use the same for the installation, maintenance, repair, renewal and removal of any and all public utilities, and the Belknap Realty Company agrees that the land shown to be subdivided according to said plat is held, and shall hereafter be conveyed subject to covenants, conditions, stipulations, easements, reservations and restrictions as hereinafter set forth.

RESERVATIONS**I.**

There is hereby reserved for all utilities, unobstructed easements as shown on recorded plat of said subdivision.

II.

Neither the Belknap Realty Company nor any utility company using the easements herein referred to, shall be liable for any damage done by them or their assigns, their agents, employees or servants,

to shrubbery, trees, or flowers or other property of the owners situated on or extending over the land covered by said easements.

III.

It shall be and is expressly agreed and understood that the title conveyed by the Belknap Realty Company to any lot or parcel of land in said 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 other utility or appurtenances thereto constructed through, along, or upon said public utility easements or any part thereof, to serve said property or any other portions of the subdivision.

RESTRICTIONS

For the purpose of creating and carrying out a uniform plan for the improvement and sale of Venetian Estates, Section 4, and the lots, blocks and homesite tracts of land therein contained as a restricted district, the following restrictions upon the use of said property are hereby established and shall be referred to, adopted and made a part of each and every contract and deed executed by or on behalf of the Belknap Realty Company, conveying said property, or any part thereof, by appropriate references to these restrictions, making the same a part of such conveyance to all intents and purposes as though incorporated at length therein; and said restrictions shall be and are hereby imposed upon each lot or parcel of land in said subdivision for the benefit of each and every other lot or parcel and shall constitute covenants running with the land, and shall inure to the benefit, not only of the Belknap Realty Company, its successors and assigns, but of each and every purchaser of land in said subdivision, and their successors and assigns; and each such contract and deed shall be conclusively held to have been so executed, delivered and accepted upon the express conditions herein stated.

All of the restrictions, covenants, and reservations appearing herein, as well as those appearing in contract, deed, or other conveyance, to any part of this property, shall be construed together, but if any one of the same shall be held to be invalid, or, for any reason is not enforced, none of the others shall be affected or impaired thereby, but shall remain in full force and effect.

GENERAL RESTRICTIONS

I.

These restrictions, covenants and conditions are hereby declared to be covenants running with the land and shall be effective and fully binding for a period of thirty-five (35) years from the effective date hereof; at the end of such period, said restrictions, covenants and conditions (or any others hereinafter adopted with reference to this property in accordance herewith) shall automatically be extended for a successive period of twenty-five (25) years unless, by a vote of a 3/4 majority of the then owners of the lots in said subdivision (one vote being allowed for each lot as shown on the recorded plat herein referred to) taken prior to the expiration of said initial thirty-five (35) year period and filed of record in Fort Bend County, Texas, it is agreed to amend or release said restrictions, covenants and conditions. At the expiration of said successive twenty-five (25) year period, the then owners of a simple majority of the lots in this subdivision (one vote being allowed for each lot as shown on the recorded plat herein referred to), may, by written declaration, signed and acknowledged by them, and recorded in Fort Bend County, Texas, extend these restrictions, covenants and conditions (or any others hereinafter adopted with reference to this property in accordance herewith) for an additional period of twenty-five (25) years, and then similarly for successive additional periods of twenty-five (25) years as often and as long as the owners of a simple majority of the lots in said subdivision may desire. Such action, when taken, shall be binding upon all of the owners of the property in said subdivision, their successors and assigns.

II.

This property shall be used for single family residence purposes only. No building shall be erected, altered, placed, or permitted to remain on any lot other than one detached single-family dwelling and a private garage for not more than three cars.

III.

The term "residence purposes" as used herein shall be held and construed to exclude hospitals, duplex houses, apartment houses, multiple family houses of any kind, and to exclude any commercial and/or industrial use; and any such uses of this property are hereby expressly prohibited.

No building or other structure shall be erected, placed or altered on any lot until the construction plans, elevations and specifications and a plan showing the location of the structure have been approved by the Belknap Realty Company, developer, as to harmony of external design with existing structures, and as to location with respect to topography and finish grade elevation. No fence or wall shall be erected, placed or altered on any lot nearer to any street than the minimum building setback lines, and no fence higher than six (6) feet shall be constructed or allowed to remain on any lot in this subdivision. In the event Belknap Realty Company ceases to keep its corporate existence and upon dissolution of the Company it may appoint another corporation or person to approve in writing the plans and specifications submitted, such appointment to be by instrument duly executed, acknowledged and filed in the Deed Records of Fort Bend County, Texas.

V.

No building material of any kind or character shall be placed or stored upon the property until the owner is ready to commence improvements, and then such material shall be placed within the property lines of the lot or parcel of land upon which the improvements are to be erected, and shall not be placed on the street.

VI.

It is understood and agreed that all lakes, canals, and other waterways remain the property of the developer and that no construction shall be allowed within the boundaries of the waterways beyond the lot lines as shown on the dedication plat.

No boats or other water-borne craft shall be propelled by means of internal combustion engines either inboard or outboard. And further, that only fishing skiffs, or sailboats shall be allowed upon the waters of this subdivision. No houseboats, rafts, or other craft will be allowed upon the waterways either temporarily or permanently.

The owner of the waterways shall be held harmless from the claims arising from the use of said waterways. It shall be the responsibility of each property owner to maintain his property at the waterline and provide bulkheads of a type approved by Belknap Realty Company should he deem that such bulkheads or retaining walls are required to prevent erosion.

The ground area of the main structure, exclusive of open porches and garages, shall be not less than 2,000 square feet for a one story dwelling or 1,700 square feet for a story and one half dwelling or 1,500 square feet for a two story dwelling. The ground level of all dwellings shall not be less than 75% masonry construction.

VIII.

No building, structure, or fence shall be located on any lot nearer to the front lot line or nearer to a side street than the minimum building setback line shown on the recorded plat. No building shall be located nearer than forty (40) feet from the lot line bordering on water frontage. No building shall be located nearer than ten (10) feet to any interior lot line. No structure, fence, porch, garage, patio, or other improvement shall be built in the area between the building line and the water that exceeds five (5) feet above natural grade. No structure, building, fence, dock, or pier shall be built that extends into the water beyond the lot lines as shown on the dedication plat, except as specified below. No slips or excavations shall be made into the lots between the lot line and building line on the water frontage that will materially change the outline of the water's edge. Floating piers or filling beyond the property line is expressly prohibited.

However, regardless of any other provision to the contrary anywhere recited in these restrictions, the owner or owners of each residence constructed will be permitted, by these restrictions, to construct one permanent dock or pier to extend not more than six (6) feet beyond the property line into the adjacent lake, said dock or pier not to exceed twenty (20) feet in length along the shore line and to be constructed of concrete, masonry, stone, rock, metal, or timbers treated by creosoting, wolmanizing, or other wood preservatives. The plans and specifications for the construction of any such dock or pier shall first be approved by Belknap Realty Company before construction thereof.

It is further expressly provided that regardless of any other provision to the contrary anywhere recited in these restrictions, whether above in this Paragraph VIII or anywhere else in these restrictions, no fence shall be built nearer than twenty (20) feet to the front building setback line of any lot, and the plans and specifications for the erection or construction of any fence shall first be approved by Belknap Realty Company before construction or erection thereof.

IX.

Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat.

X.

No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood.

XI.

No structure of a temporary character, house trailer, basement, tent, shack, garage, barn, or other outbuilding shall be used on any lot at any time as a residence either temporarily or permanently.

XII.

No sign of any kind shall be displayed to the public view on any lot except one professional sign advertising the property for sale or rent, or signs used by a builder to advertise the property during the construction and sales period.

XIII.

No oil drilling, oil development operations, oil refining, quarrying or mining operations of any kind shall be permitted upon or in any lot, nor shall oil wells, tanks, tunnels, mineral excavations, or shafts be permitted upon or in any lot. No derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained, or permitted upon any lot.

XIV.

No animals, livestock, or poultry of any kind shall be raised, bred or kept on any lot, except that dogs, cats, or other household pets may be kept provided that they are not kept, bred, or maintained for any commercial purposes.

XV.

No lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage, or other waste shall not be kept except in sanitary containers.

XVI.

No individual sewage-disposal system shall be permitted on any lot.

XVII.

No fence, wall, hedge, or shrub planting which obstructs sight lines at elevations between 2 and 6 feet above the roadways shall be placed or permitted to remain on any corner lot within the triangular area formed by the street property lines and a line connecting them at points 25 feet from the intersection of the street lines, or in the case of a rounded property corner from the intersection of the street property lines extended. The same sight line limitations shall apply on any lot within 10 feet from the intersection of a street property line with the edge of a driveway or alley pavement. No tree shall be permitted to remain within such distances of such intersections unless the foliage line is maintained at sufficient height to prevent obstruction of such sight lines.

XVIII.

An underground electric distribution system will be installed in that part of Venetian Estates Subdivision, Section 4, designated Underground Residential Subdivision, which underground service area shall embrace all lots in Venetian Estates Subdivision, Section 4. 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.

House services for natural gas shall terminate behind the building line with meters set to the side of the structures served thereby.

Telephone service shall run underground in conduit furnished by the owner to the telephone underground terminal box located in the easements.

XIX.

The restrictions herein set forth shall be binding upon the Belknap Realty Company, its successors and assigns, and all parties claiming by, through or under it or them, and all subsequent owners of property in said subdivision, each of whom shall be obligated and bound to observe such restrictions, covenants and conditions; provided, however, that no such person or corporation shall be liable except in respect to breaches committed during its, his, or their ownership of said property. The violation of any such restriction, covenant or condition shall not operate to invalidate any mortgage, deed of trust, or other lien acquired and held in good faith against such property, or any part thereof, but such liens may be enforced as against any and all property covered thereby, subject, nevertheless, to restrictions, covenants and conditions herein mentioned. The Belknap Realty Company shall have the right to enforce observance and performance of such restrictions, covenants and conditions, and in order to prevent a breach, or to enforce the observance or performance of same, shall have the right in addition to all other legal remedies, to an injunction either prohibitive or mandatory. The owner of any lot or lots affected shall have the right either to prevent a breach of any such restriction, covenant or condition, or to enforce performance of same.

IN TESTIMONY WHEREOF, the Belknap Realty Company has caused these presents to be executed by its President and its corporate seal affixed hereto, on this 22nd day of ~~October~~ ^{November}, 1968.

BELKNAP REALTY COMPANY

By Thos. L. James
Thos. L. James, President

ATTEST:

Fred S. Ewing
Fred S. Ewing, Secretary



THE STATE OF TEXAS 0
COUNTY OF FORT BEND 0

BEFORE ME, the undersigned authority, on this day personally appeared Thos. L. James, President of Belknap Realty Company, known to me to be the person whose name is subscribed to the foregoing instrument, he acknowledged to me that he executed the same for the purposes and consideration therein expressed, in the capacity therein stated, and as the act and deed of said corporation.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the 22nd day of ~~October~~ November, 1968.

Vivian M. Pierce
Notary Public in and for
Fort Bend County, Texas



VIVIAN M. PIERCE
Notary Public in and for Fort Bend County
Texas. My Commission Expires June 1 1969.

FILED FOR RECORD
AT 2:20 O'CLOCK P.M.

NOV 25 1968

Ella Macek
County Clerk, Fort Bend, Co., Tex.

Duly Recorded this the 26 day of November A.D. 1968 at 4:30 O'Clock P.M.
By Doris Wolf Deputy Ella Macek, County Clerk
Fort Bend County, Texas

COMPARED

DEED VOL. 706 PAGE 488

305803

DECLARATION

OF

COVENANTS AND CONDITIONS,

RULES, REGULATIONS AND RESTRICTIONS

FOR

VENETIAN LAKE

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

THAT WHEREAS, the LAKE VENICE PROPERTY OWNERS ASSOCIATION, INC., (hereinafter sometimes called the "Association" or the "Declarant"), a non-profit corporation organized and existing under the laws of the State of Texas, is the owner of that certain tract of land in Fort Bend County, Texas, being known as VENETIAN LAKE (also known as "Lake Venice" and as hereinafter sometimes called the "property" or the "Lake"), and being more particularly described as follows, to-wit:

43.47 acres of land, being known as VENETIAN LAKE and being 31.65 acres in the S. M. Williams League, Abstract 97, and 11.82 acres in the Brown and Belknap League, Abstract 15, City of Sugar Land, Fort Bend County, Texas, and being more particularly described by metes and bounds in Exhibit "A", attached hereto and incorporated herein and made a part hereof for all purposes; and as further mentioned and as also described in that certain Special Warranty Deed recorded in Volume 668, Pages 404 through 413 of the Deed Records of Fort Bend County, Texas.

WHEREAS, the Association desires to promulgate and declare covenants and conditions, rules, regulations and restrictions governing the use of the Lake in order to provide for the proper care and maintenance of the Lake by all of the members in good standing of the Association;

WHEREAS, the Association desires to provide for the continued maintenance, beauty, ownership, character, value of

the property, and to preserve the property for the mutual benefit of each and every member in good standing of the Association; and to insure all members in good standing that the property will continuously be preserved for the benefit of each member and that provision shall be made for the security of persons and of the property;

WHEREAS, the members in good standing of the Association desire that they be assured that the property values of the community and in the subdivision, the value of the lots abutting the Lake, and that the value of the property, open space, and that the value of the common property be maintained and provided for;

WHEREAS, the Association desires to provide for the preservation of the value and amenities in the community and for the proper and continued maintenance of the property, and such additions as may hereafter be made thereto;

WHEREAS, to accomplish the objectives set forth hereinabove, the Association desires to subject the property together with such additions as may hereafter be made thereto, to the covenants and conditions, rules, regulations and restrictions hereinafter set forth, each and all of which is and are for the benefit of the said property, the owners thereof, and the members in good standing of the Association;

NOW, THEREFORE, the Association hereby declares that the property described above, and such additions thereto as may hereafter be made, is and shall be held, transferred, sold, conveyed, used, and occupied subject to the following covenants and conditions, rules, regulations and restrictions (hereinafter sometimes called the "rules and regulations" or "covenants and conditions"), which covenants and conditions, rules, regulations and restrictions shall run with the property and shall be binding on all parties having or acquiring any

right, title or interest, whether legal or equitable, in the property or any part thereof, and shall inure to the benefit of each owner thereof.

COVENANTS AND CONDITIONS,
RULES, REGULATIONS AND RESTRICTIONS

1. Use of the Lake. *AMENDED SEE PG 13A*

All members in good standing of the Lake Venice Property Owners Association, Inc., and their guests, subject to these rules and regulations, shall be allowed access to and usage of the Lake. Access to and usage of the Lake shall be for recreational purposes only. No person who is not a member in good standing of the Association, or a guest of a member in good standing of the Association, shall be allowed use of or access to the Lake. Lake Venice is a private Lake for the use and enjoyment of the members in good standing of the Association, and trespassers shall be and are hereby, prohibited from access to and use of the Lake. "Members in good standing," as used herein, are members of the Association who have paid all current dues, assessments and fees. No member of the Association who has not paid all current dues, assessments and fees shall be a "guest", as used herein.

2. Bulkheads.

Bulkheads should be constructed and maintained in good repair in order to preserve the water line and prevent slippage of land into the Lake. The power and responsibility for the approval of plans and specifications for the construction, alteration and repair of bulkheads shall be in the Architectural Control Committee of the Association.

3. Watercraft.

No boats or other waterborn craft shall be propelled by means of internal combustion engines either inboard or outboard. No houseboats or rafts will be allowed on the Lake either temporarily or permanently. All watercraft allowed on the Lake shall be approved by the Association. Submerged watercraft will not be allowed.

4. Garbage and Refuse Disposal.

Trash, garbage, or other waste shall not be disposed of in the Lake.

5. Planting Affecting the Lake.

All trees, shrubs or other vegetation shall be maintained in such a manner as not to obstruct passage on the Lake or make passage on the Lake hazardous.

6. Fishing.

Members in good standing are permitted to fish in the Lake or from the shoreline. Troutlines are to be set no further than five feet into the Lake from the resident's property line and must be parallel to that line.

7. Pumps.

Only electric pumps are permitted, and only members in good standing with the Association may use them to draw water from the Lake.

8. Nuisance.

No noxious or offensive activity shall be permitted upon the Lake, nor shall anything be done thereon which may be or may become an annoyance to other persons using the Lake. Any action or use of the Lake, not herein specifically mentioned but which is deemed by the Board of Trustees to be injurious to the Lake, or hazardous usage, shall be prohibited.

9. Enforcement and Interpretation.

Enforcement and interpretation of these rules and regulations shall be by the Board of Trustees of the Lake Venice Property Owners Association, Inc. The Board of Trustees, at its discretion, may delegate the power to interpret and the duty to enforce these rules and regulations to a duly appointed committee.

10. Amendment.

These rules and regulations may be amended or terminated at any time by a two-thirds (2/3) majority vote of the Board of Trustees, or by a two-thirds (2/3) majority vote of the members present in good standing of the Lake Venice Property Owners Association, Inc., at a meeting of the Association.

*ANY CHANGE SHOULD BE RATIFIED AT THE 2011
ANNUAL MEETING 1999*

ADDITIONAL GENERAL PROVISIONS

Term. The covenants and conditions, rules, regulations and restrictions of this declaration shall run with and bind the land, and shall inure to the benefit of and be enforceable by the Association or any member in good standing thereof, as provided for herein, their respective legal representatives, heirs, successors, and assigns, for a term of twenty (20) years from the date this declaration is recorded, after

which time said covenants and conditions, rules, regulations and restrictions, shall be automatically extended for successive periods of ten (10) years; provided, however, that these covenants and conditions, rules, regulations and restrictions are not terminated or amended as provided herein in Paragraph 10, above, as the case may be. The rules, regulations and restrictions of this declaration may be amended or terminated at any time as provided in Paragraph 10, above, by an instrument signed by the Association, and any amendment or termination must be properly recorded by an instrument in writing in Fort Bend County, Texas.

Severability. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no wise affect any other provision and such other provisions shall remain in full force and effect.

Enforcement. In addition to the provisions in Paragraph 9, above, the Association, or the Board of Trustees, or any member in good standing shall have the right to enforce, by any proceedings at law or in equity, all covenants and conditions, rules, regulations and restrictions now or hereafter imposed by the provisions of this declaration. Failure by the Association, the Board of Trustees, or by any member in good standing to enforce any covenant and condition, rule, regulation or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter. Similarly, failure by the Association, the Board of Trustees, or by any member in good standing to enforce any one or more of the covenants or restrictions herein contained shall in no event be deemed a waiver of the right to enforce any other covenant or restriction.

Aid to Interpretation and Enforcement. In interpreting and enforcing the covenants and restrictions contained herein

and in order to achieve the objectives, goals, and purposes of this declaration, the Association, the Board of Trustees, or any member in good standing may refer to the following restrictions, which are incorporated herein by reference for all purposes, as an aid to interpretation and enforcement, to-wit:

1. VENETIAN ESTATES RESTRICTIONS, Section 1, dated March 2, 1959, recorded in Volume 389, Page 152, of the Deed Records of Fort Bend County, Texas, and as amended July 29, 1959, recorded in Volume 396, Page 413, of the Deed Records of Fort Bend County, Texas.
2. VENETIAN ESTATES RESTRICTIONS, Section 2, dated March 13, 1959, recorded in Volume 389, Page 434, and as amended March 23, 1960, recorded in Volume 402, Page 523, of the Deed Recorded of Fort Bend County, Texas, and as refiled in Volume 403, Page 28, of the Deed Records of Fort Bend County, Texas.
3. RESTRICTIONS, VENETIAN ESTATES, Section 3, dated September 27, 1967, recorded in Volume 492, Page 296, of the Deed Records of Fort Bend County, Texas.
4. RESTRICTIONS, VENETIAN ESTATES, Section 4, dated November 22, 1968, recorded in Volume 509, Page 46, of the Deed Records of Fort Bend County, Texas.

Grammar. The singular wherever used herein shall be construed to mean the plural when applicable, and the necessary grammatical changes required to make the provisions hereof apply either to corporations or individuals, men or women, shall in all cases be assumed as though in each case fully expressed.

IN WITNESS WHEREOF, the undersigned, being the Declarant herein, has hereunto set its hand and seal this 13th day of December, 1976.

LAKE VENICE PROPERTY OWNERS
ASSOCIATION, INC.

By: 

Russell Sharp, President