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SUPPLEMENTAL DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR FULBROOK, SECTION THREE-C

STATE OF TEXAS §
 §
COUNTY OF FORT BEND §

THIS SUPPLEMENTAL DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR FULBROOK, SECTION THREE-C (this "Supplemental Declaration") is made by Fulbrook Partners, Ltd., a Texas limited partnership (herein referred to and acting as "Declarant").

WHEREAS, Fort Bend/Fulbrook, Ltd. executed that certain DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR FULBROOK dated June 15, 1999, which was filed under County Clerk's File No. 1999051521 and recorded in the Official Public Records of Real Property of Fort Bend County, Texas, as amended and supplemented by various amendment instruments recorded in the Official Records (collectively, the "Declaration"); and

WHEREAS, Declarant is the successor in interest to the rights of Fort Bend/Fulbrook, Ltd. as the Declarant under the Declaration by virtue of that certain Assignment of Rights and Designation of Successor Declarant instrument dated August 11, 2003, filed under County Clerk's File Number 2005075239 and recorded in the Official Public Records of Real Property of Fort Bend County, Texas; and

WHEREAS, by that certain Declaration of Annexation instrument dated January 31, 2006, which was filed under County Clerk's File No. 2006070090 and recorded in the Official Public Records of Real Property of Fort Bend County, Texas, Declarant annexed, among other property, that certain tract of land which has been platted as Fulbrook, Section Three-C according to the plat thereof recorded as Plat No. 2014092811 in the Plat Records of Fort Bend County, Texas (the "Subdivision") into the jurisdiction of the Fulbrook Homeowners Association, Inc. (the "Association"), and subjected such property to the provisions of the Declaration; and

WHEREAS, Declarant desires to subject the Lots in the Subdivision to the additional covenants, conditions and restrictions set forth in this Supplemental Declaration so as to impose mutually beneficial restrictions under a general plan of improvement for the benefit of all owners of the property within such subdivision.

NOW, THEREFORE, Declarant does hereby declare that the Lots within the Subdivision shall be held, transferred, sold, conveyed, used and occupied subject to the covenants, restrictions, easements, charges and liens set forth in this Supplemental Declaration, in addition of those contained in the Declaration, and shall be subject to the jurisdiction of the Association. All capitalized terms used herein which are not otherwise defined herein shall have the meanings set forth for such terms in the Declaration.

ARTICLE I. RESTRICTED RESERVE

Owners of Lots within the Subdivision are advised that there exists Restricted Reserve "A, restricted in its use to Open Space/Lake/Landscape/Drainage, as shown on the Plat, hereinafter referred to as the "Restricted Reserve." Owners of Lots within the Subdivision hereby agree to hold harmless the Declarant, the Association, and their respective directors, officers, agents, successors and assigns and release them from any liability for the placement of, construction, design, operation, maintenance and replacement the Restricted Reserve, and agree to indemnify the parties released from any damages they may sustain. Owners further grant an easement to the Declarant and the Association for any incidental noise, lighting, odors, parking and/or traffic, which may occur in the normal operation of the Restricted Reserve. The Association has the right to promulgate Rules and Regulations governing the use of the Restricted Reserve. Owners hereby acknowledge that the Association, its directors, officers, managers, agents, or employees, the Declarant, or any successor declarant, have made no representations or warranties nor has any Owner, occupant, tenant, guest or invitee relied upon any representations or warranties, expressed or implied, relative to the use and/or change in use of said Restricted Reserve.

ARTICLE II. GENERAL RESTRICTIONS

Section 1. Fences.

2.1.1. Approval. All fences must be approved in writing by the Fulbrook New Construction Committee prior to commencement of installation.

2.1.2. Fences on Slopes. All fences on land which slopes shall be constructed so that the fencing stair-steps down the slope in sections, such that each section is level with the horizon. Each fence panel must not be "stepped" or staggered greater than six inches (6") above or below the adjacent fence panel. For steeper slopes, smaller fence panels will be required. Fences may not parallel down the slope.

2.1.3. Wire Mesh. Wire mesh of a minimum 3-inch square may be used, in conjunction with a wooden rail fence. If used, wire mesh of not less than 3-inch square may be used, must be applied on the inside of the wood fence and must not extend above the top rail. Except as stated above, no cyclone, barbed wire or other wire fencing is permitted. Other fencing materials may be considered by the ARC on a case by case basis. Any devices used to fasten wire mesh to fencing materials must be applied so that any protrusions face toward the inside of the Lot installing the wire mesh.

2.1.4. Wooden Rail Fence Required. In order to maintain the theme and character of the Properties in general, and the uniform plan and character of the Subdivision in particular, the Owner of each Lot in the Subdivision shall install and maintain a wooden rail fence in the style specified in the Architectural Guidelines adopted by the Fulbrook New Construction Committee at the following location(s) on the Lots in the Subdivision:

| <u>LOT</u> | <u>LOCATION OF FENCE</u> |
|------------|--------------------------|
| All Lots | Front Lot line |

| | |
|----------------|--|
| All Lots | Rear Lot line (except Rear Lot lines bordering Reserve "A" as shown on the Plat) |
| Lakefront Lots | Twenty (20) feet from Rear Lot line |
| All Lots | Side Lot lines bordering an open space reserve or Road right-of-way |

Section 2. Utility Easements.

Declarant hereby grants to Fort Bend County and to any other public authority or agency, utility district or public or private utility company, a perpetual easement upon, over, under and across the portion of each Lot in the Subdivision which is within twenty-five (25) feet of a Road right-of-way for the purpose of installing, replacing, repairing, maintaining, and operating all utilities, including, but not limited to, electrical, gas, telephone, cable television, water, sanitary sewer and storm sewer lines and related facilities.

Section 3. Living Area Requirements.

The square feet of living area of the single family residences, exclusive of open porches and garages, constructed on the Lots in the Subdivision shall comply with the following minimum and maximum square footage requirements:

| Number of Stories | Minimum Square Feet | Maximum Square Feet |
|-------------------|---------------------|---------------------|
| 1 story residence | 3,700 s.f. | 6,000 s.f. |
| 2 story residence | 3,700 s.f. | 10,000 s.f. |

In the event that two (2) or more adjacent Lots are consolidated into a single Lot by replatting, the applicable maximum square feet of living area numbers specified above shall be the same as above for the resulting replatted consolidated Lot.

Section 4. Building Setbacks.

All Lots are subject to the setback requirements and easements on the Plat. In the case of a conflict between a setback or easement on the Plat and a provision of this Supplemental Declaration, and/or any other dedicatory instrument encumbering the Subdivision, the more restrictive will control. Notwithstanding anything to the contrary herein, in no case shall a setback on any Lot be less than the width of any easement shown on the Plat. In the event that two (2) or more adjacent Lots are consolidated into a single Lot by replatting, the applicable setbacks shall apply to the resulting replatted consolidated Lot.

2.4.1. Front Setback. All single family residences constructed in the Subdivision shall not be closer than sixty(60) feet from the right-of-way of the Road at the front of such lots, except for Lots 6 through 13, inclusive, in Block 1, which shall have a front setback of fifty (50) feet from the right-of-way of the Road at the front of such lots.

2.4.2. Side Setback. All single family residences constructed in the Subdivision shall not be closer than twenty-five (25) feet from the side lot lines of the Lots, except for Lot 3 in Block 2, which shall not be closer than fifty (50) feet from the side lot line which adjoins the Road right-of-way.

2.4.3. Rear Setback. All single family residences constructed on Lakefront Lots shall not be closer than fifty (50) feet from the rear lot lines of the Lakefront Lots.

Section 5. Mailboxes.

Mailboxes shall be constructed and maintained for all Lots in the Subdivision in accordance with the Architectural Guidelines for the Fulbrook project for a Type 2 mailbox.

ARTICLE III. GENERAL PROVISIONS

Section 1. Intent and Amendment.

It is the intent of Declarant that the covenants, conditions and restrictions provided for in this Supplemental Declaration apply only to the Lots in the Subdivision. Notwithstanding any provisions of this Supplemental Declaration to the contrary, it is also the intent of Declarant that the specific restrictions that are imposed on the Lots in the Subdivision only in and by virtue of this Supplemental Declaration (other than those in the Declaration that are, in whole or in part, repeated herein) may be amended by the recording of an instrument in the Official Public Records of Real Property of Fort Bend County, Texas:

(i) unilaterally by the Declarant by an amendment to the Declaration as provided therein at Article X; or

(ii) with the written consent of (a) the Owners of a majority of the Lots subject to this Supplemental Declaration, and if Declarant owns any part of the Properties within the jurisdiction of the Association, (b) Declarant .

Section 2. Agreement.

Each Owner of a Lot in the Subdivision by such Owner's claim or assertion of ownership or by accepting a deed to any such portion of the Lot in the Subdivision, whether or not it shall be so expressed in such deed, is hereby conclusively deemed to covenant and agree, as a covenant running with title to such Lot, to accept and abide by this Supplemental Declaration as well as all restrictions, obligations, requirements and liabilities set forth in the Declaration.

Section 3. Term.

The provisions of this Supplemental Declaration shall run with the land, shall be binding upon all Persons owning any portion of the Subdivision, and shall be perpetual.

Section 4. Severability.

Invalidation of any one of these covenants by judgment or other court order shall in no wise affect any other provisions, which shall remain in full force and effect except as to any terms and provisions which are invalidated.

Section 5. Conflict.

In the case of a conflict between the provisions of this Supplemental Declaration and the provisions of the Declaration, the more restrictive provision shall control. All other definitions and restrictions shall remain as stated in the Declaration.


This Supplemental Declaration shall remain in full force and effect for the term of the Declaration, and shall be subject to the renewal and other provisions of the Declaration.

IN WITNESS WHEREOF, the undersigned Declarant has executed this Supplemental Declaration this 6th day of January, 2015.

DECLARANT:

FULBROOK PARTNERS, LTD.,
a Texas limited partnership

By: New FP Management, LLC,
a Texas limited liability company,
its sole general partner

By: 
Name: DAVID A. CANNON
Title: AUTHORIZED SIGNATORY

STATE OF TEXAS §
 §
COUNTY OF Harris §

BEFORE ME, the undersigned authority, on this day personally appeared David A. Cannon, the Authorized Signatory of New FP Management, LLC, a Texas limited liability company, as the sole general partner of Fulbrook Partners, Ltd., a Texas limited partnership, known by me to be the person whose name is subscribed to this instrument, and acknowledged to me that s/he executed the same for the purposes herein expressed and in the capacity herein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this 6 day of January, 2015.

Notary Public – State of Texas
Frances K. Ard



