



SUPPLEMENTAL DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR FULBROOK, SECTION SIX A

STATE OF TEXAS §
 §
COUNTY OF FORT BEND §

THIS SUPPLEMENTAL DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR FULBROOK, SECTION SIX A (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 Number 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 Number 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 Six A according to the plat thereof recorded as Plat No. 2019035457 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 the 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. DEFINITIONS

For purposes of this Supplemental Declaration, the following definitions shall apply to the Subdivision:

“North Lots” shall mean Lots 1-12, in Block 1.

“River Lot” shall mean Lot 2, Block 2.

“South Lots” shall mean Lots 13-16 in Block 1, and Lots 1-2 in Block 2.

ARTICLE II. 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 purposes, 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 operation, maintenance and existence 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 governing the use of the Restricted Reserve. It should be noted that there may be potentially dangerous conditions that may exist in or near the Restricted Reserve such as, by way of illustration and not limitation, the following: holes, streams, roots, stumps, ditches, gullies, erosion and/or instability of natural topography, insects, reptiles, and/or animals.

Owners whose Lots are adjacent to or abut the Restricted Reserve shall take care and shall not permit any trash, fertilizers, chemicals, petroleum products, environmental hazards or any other foreign matters to infiltrate the Restricted Reserve. Any Owner permitting or causing such infiltration shall indemnify and hold harmless the Association for all costs of clean up and remediation necessary to restore the Restricted Reserve to its condition immediately prior to said infiltration.

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 or occupant relied upon any representations or warranties, expressed or implied, relative to water level variances, flooding and/or flood control and/or any future changes in the designation of flood control levels, and/or safety of the Restricted Reserve. Nothing herein shall be construed to make Declarant or any other person or entity liable for damage resulting from flood due to hurricanes, rising water, heavy rainfall, or other natural disasters. There is further reserved for the Declarant, the Association and/or their designees an easement for the overspray of herbicides, fungicides, pesticides, fertilizers, and water over portions of the Subdivision in proximity to the Restricted Reserve.

ARTICLE III. RIVER LOT

Owners of the River Lot are advised that the Brazos River runs adjacent to a portion of a Lot line of the River Lot. Owners acknowledge that no representations have been made, nor have they relied upon any representations by the Declarant that it will protect Owners, occupants, licensees and/or invitees of Owners as to the existence of the Brazos River. It should be noted that Declarant knows of dangerous conditions that may currently exist in or along the Brazos River such as, by way of illustration and not limitation, the following: holes, roots, stumps, ditches, gullies, erosion and/or instability of natural topography, insects, snakes, and animals and variable water depth. Owners hereby agree to hold harmless the Declarant and the Association, and their successors and assigns and release them from any liability for maintenance and/or flooding of the Brazos River 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 effect, visibility of water, noise, odor, and/or traffic created in the normal operation, flooding, and/or maintenance of the Brazos River. Owners further acknowledge that the Association, its directors, officers, managers, agents, or employees and the 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 any water level variances and/or any future change in the course of the Brazos River.

The following restrictions in this Article III apply only to the River Lot. The River Lot is also subject to the Declaration, this Supplemental Declaration and any other dedicatory instrument encumbering the River Lot. In the case of a conflict between the provisions of this Article III, and the Declaration or other provisions of this Supplemental Declaration and any other dedicatory instrument encumbering the River Lot, the provisions of this Article shall control unless otherwise stated in this Article.

Section 1. Definitions Applicable to River Lot.

1.1. "Riverfront Area" means the area of the River Lot within 50 feet of the high bank of the Brazos River.

1.2. "Landscape Area" means the area of the River Lot between 50 feet and 100 feet from the high bank of the Brazos River.

1.3. "Backyard Area" means the area of the River Lot between 100 feet and 150 feet from the high bank of the Brazos River.

1.4. "Residential Construction Area" means the area of the River Lot greater than 150 feet from the Brazos River.

Section 2. Restrictions on the River Lot

2.1. Plat. The River Lot is subject to the restrictions on the plat. In the case of a conflict between a restriction on the plat and a provision of this Supplemental Declaration, and/or any other dedicatory instrument encumbering the River Lot, the more restrictive will control.

2.2. Architectural and Landscaping Approval. All construction of improvements and modifications, additions, or alterations of existing improvements on the River Lot are subject to prior written approval from one of the Architectural Review Committees as described in the Declaration. Additionally, all landscaping, grading, excavating, or filling of any nature whatsoever implemented or installed on the River Lot shall be subject to prior written approval as described in the Declaration.

2.3. Fences. Approved fences may be constructed on the Lot line of the River Lot extending to the high bank of the Brazos River, as may be permitted by one of the Architectural Review Committees as described in the Declaration.

2.4. Erosion and Riverbank. The Owner of the River Lot is responsible for all temporary erosion control measures required during construction on the River Lot to ensure that there is no erosion into the Brazos River, and such Owner is responsible for any repair or maintenance required due to erosion caused by construction on the River Lot. Slope paving, bulk heading, piers, and all other alterations to the riverbank are prohibited on the River Lot; provided however, the Board may grant a variance to this restriction if, in its sole discretion, the Board deems it necessary for safety reasons or to prevent erosion. Provided however, that the Brazos River is subject to the authority of the Brazos River Authority, and Owners of the River Lot are obligated to comply with all requirements of the Brazos River Authority. In the event of a conflict between the restrictions contained herein and the requirements of the Brazos River Authority, the requirements of the Brazos River Authority shall control.

2.5. Drainage. The River Lot will be designed to cause the flow of all drainage toward Riverlake Road and away from the Brazos River.

Section 3. Riverfront Area on the River Lot.

3.1. Setbacks and Construction. No landscaping, accessory buildings, improvement, or structure of any kind (permanent or temporary), decking, pool, gazebo, fencing (other than fencing as described herein or as set forth in Architectural Guidelines) shall be placed, constructed or allowed to encroach or remain upon the Riverfront Area.

3.2. Fences. Fences in the Riverfront Area must be wooden rail fences in the style specified in the Architectural Guidelines adopted by the Fulbrook New Construction Committee. No additional Lot line fence of any kind will be placed, constructed or allowed in the Riverfront Area.

Section 4. Landscape Area on River Lots.

4.1. Setbacks and Construction. Landscaping is permitted in the Landscape Area. No accessory buildings, improvement, or structure of any kind (permanent or temporary), decking, pool, gazebo, fencing (other than fencing as described herein or in the Architectural Guidelines) may be placed, constructed or allowed to encroach upon the Landscape Area.

4.2. Fences. Side Lot line fences in the Landscape Area must be wooden rail fences in the style specified in the Architectural Guidelines adopted by the Fulbrook New Construction

Committee. No additional fence of any kind shall be placed, constructed or allowed in the Landscape Area.

Section 5. Backyard Area on the River Lot.

5.1. Setbacks and Construction. No part of the single family residence may be placed, constructed, or allowed to remain or encroach upon the Backyard Area. Landscaping, accessory buildings or other improvements, structures, pools, decking, or gazebos may be placed, constructed or allowed in the Backyard Area subject to prior written approval as described in the Declaration.

5.2. Fences. Side Lot line fences in the Landscape Area must be wooden rail fences in the style specified in the Architectural Guidelines. An additional wooden rail fence may be constructed parallel with the Lot line of a River Lot along the line of the Backyard Area.

Section 6. Residential Construction Area on the River Lot.

6.1. Setbacks and Construction. All construction of improvements and modifications, additions or alterations of existing improvements within the Residential Construction Area must comply with the Declaration and all dedicatory instruments encumbering the River Lot. The setback requirements for the River Lot are as follows:

Front setback: 100 feet
Rear setback: as set forth in the defined terms in this Article III
Side setback: as set forth in the defined terms in this Article III

Setback on Brazos River: 150 feet as shown on the plat; and as set forth in the defined terms in this Article III.

Side Setback for barns on South Lots: 50 feet

6.2. Fences. Front Lot line and side Lot line fences in the Residential Construction Area of the River Lot must be wooden rail fences in the style specified in the Architectural Guidelines.

ARTICLE IV. SOUTH LOTS EQUESTRIAN USES

Owners of the South Lots are permitted limited equestrian uses collectively referred to as the “Equestrian Uses” on a South Lot. For purposes of this Supplemental Declaration the permitted Equestrian Uses are as follows:

1. Owners of South Lots are permitted to board and pasture a maximum of two (2) horses owned by the Owner of the South Lot on said Owner’s South Lot. By way of clarification, the Owners of the South Lots are not permitted to board a horse owned by someone other than the record owner or occupant of the South Lot. Horses will be maintained in a humane and healthy manner, in accordance with all laws and regulations pertaining to the keeping of horses.
2. Owners may ride on Owner’s South Lot, but are prohibited from riding their horse outside of the platted area of the Owner’s South Lot. By way of illustration, other

than within the boundaries of an Owner's South Lot, riding of horses within the Fulbrook Subdivision is strictly prohibited.

3. Owners may construct a barn or stable to board the permitted horses, subject to the prior written approval of the New Construction Committee.
4. No barn or stable may be constructed on a South Lot prior to the completion of the single family residence on said South Lot.
5. An apartment may be constructed in the barn or stable subject to the prior written approval of the New Construction Committee. Any such apartment may not be constructed or occupied prior to the completion of the single family residence on said South Lot.
6. The barn or stable will have a reasonable fly control system.
7. Any equipment or feed storage area, manure heap or composting area will be enclosed. Any manure heap will have a reasonable fly control system and will be maintained in a roll off or front load dumpster for regular removal.

ARTICLE V. GENERAL RESTRICTIONS

Section 1. Fences.

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

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.

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 Architectural Review Committees 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.

1.4. Wooden Rail Fence Required. In order to maintain the theme and character of the Fulbrook subdivision 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 at the following location(s) on the Lots in the Subdivision:

<u>LOT</u>	<u>LOCATION OF FENCE</u>
All Lots (including River Lot)	Front Lot line
All Lots (except River Lot)	Rear Lot line (except Rear Lot lines bordering

All Lots (including River Lot)

Reserve "A" as shown on the plat)

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 and as set forth herein. 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. 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.

Save and except special setback requirements for the River Lot and the South Lots as set forth herein, setbacks for Lots in the Subdivision are as follows:

4.1. Front Setback. All single family residences constructed on North Lots may not be closer than seventy (70) feet from the right-of-way of Riverlake Road at the front of such Lots. All single family residences constructed on South Lots may not be closer than one hundred (100) feet or further than one hundred fifty (150) feet from the right-of-way of Riverlake Road at the front of such Lots. All single family residences constructed on any Lot must have the front of the residence oriented toward Riverlake Road. Any buildings or corrals for horses must be located behind the single family residence.

4.2. Side Setback. All single family residences constructed both North Lots and South Lots may not be closer than twenty-five (25) feet from the side lot lines of the Lots.

4.3. Rear Setback. All single family residences constructed on both North Lots and South Lots may not be closer than fifty (50) feet from the rear Lot lines of such 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 IV. 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 20 day of May, 2019.

DECLARANT:

FULBROOK PARTNERS, LTD.,
a Texas limited partnership

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

By: [Signature]
Name: Duncan K Underwood
Title: Manager

STATE OF TEXAS §
 §
COUNTY OF Harris §

BEFORE ME, the undersigned authority, on this day personally appeared Duncan K. Underwood, the Manager 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 20th day of May, 2019.

Casi L. Cornejo
Notary Public – State of Texas



