



**SUPPLEMENTAL DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR FULBROOK, SECTION TWO B**

STATE OF TEXAS                   §  
  §  
COUNTY OF FORT BEND         §

THIS SUPPLEMENTAL DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR FULBROOK, SECTION TWO B (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 Two B according to the plat thereof recorded as Plat No. 2019035470 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 to 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. NOTICES

1.1. Restricted Reserve. Owners of Lots within the Subdivision are advised that there exists Restricted Reserve "A" restricted in its use to open space, 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, design, operation, maintenance and replacement of 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, water level variances, 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.

Owners of Lot 5, a portion of which is adjacent to the Restricted Reserve, shall take care and may not permit any trash, fertilizers, chemicals, petroleum products, environmental hazards or any other foreign matters to infiltrate the Restricted Reserve from Lot 5. 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, occupant, tenant, guest or invitee relied upon any representations or warranties, expressed or implied, relative to the Restricted Reserve.

1.2 Flood Plain. Owners of Lots within the Subdivision are hereby advised that a portion along the rear of the Lots in the Subdivision are currently within Zone "A" of the 100 year special flood hazard area according to the official flood insurance rate map (the "Flood Plain"). Declarant has the unilateral right, but not the obligation, to amend this notice in the event that the 100 year flood hazard area map is modified.

Owners further grant an easement to the Declarant and the Association for any incidental noise, lighting, odors, parking and/or traffic, which may occur due to the existence of the Flood Plain. 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, safety, any use, and/or any future change in use of the Flood Plain.

1.3 Pecan Lake. Owners of Lots within the Subdivision are advised that along the western perimeter of the Subdivision, outside the platted area, there exists Pecan Lake, as shown on the plat. 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 existence of Pecan Lake, and agree to indemnify the parties released from any damages they may sustain.

Owners of Lots in the Subdivision shall take care and shall not permit any trash, fertilizers, chemicals, petroleum products, environmental hazards or any other foreign matters to infiltrate

Pecan Lake. 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 Pecan Lake to its condition immediately prior to said infiltration.

It should be noted that there may be potentially dangerous conditions that may exist in or near Pecan Lake 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. Each Owner within the Subdivision hereby agrees to (a) release the Declarant and the Association, and their respective successors and assigns, from any liability for the existence of Pecan Lake, and (b) indemnify each of such released parties from any liability arising out of or related to the existence of Pecan Lake.

Owners further grant an easement to the Declarant and the Association for any incidental noise, lighting, odors, parking and/or traffic, which may occur due to the existence of Pecan Lake. 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 Pecan Lake. 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 Pecan Lake.

## ARTICLE II. 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 New Construction Committee or the Modifications Committee as appropriate 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 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)
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, or as established by this Supplemental Declaration and Architectural Guidelines. In the case of a conflict between a setback or easement on the plat and a provision of this Supplemental Declaration or the Architectural Guidelines, 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.

4.1. Front Setback. All single family residences constructed in the Subdivision shall not be closer than one hundred (100) feet from the right-of-way of the Road at the front of such Lots.

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.

4.3. Rear Setback. All single family residences constructed in the Subdivision shall not be closer than fifty (50) feet from the rear lot lines of the 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 of Covenants, Conditions and Restrictions for Fulbrook, Section Two B this 30 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

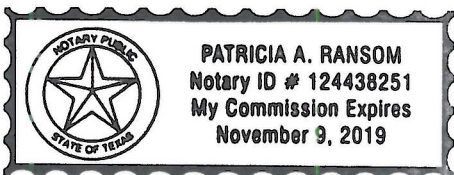
By: [Signature]  
Name: Duncan K. Underwood  
Title: Manager

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 30 day of May, 2019.

[Signature]  
Notary Public – State of Texas





LIENHOLDER CONSENT AND SUBORDINATION

Central Bank, a Texas state banking corporation, being the sole beneficiary of a mortgage lien and other liens, assignments and security interests encumbering all or a portion of the Property hereby consents to the terms and provisions of the Supplemental Declaration to which this Lienholder Consent and Subordination is attached and acknowledges that the execution thereof does not constitute a default under the lien document or any other document executed in connection with or as security for the indebtedness above described, and subordinates the liens of the lien document and any other liens and/or security instruments securing said indebtedness to the rights and interests created under said Supplemental Declaration, and acknowledges and agrees that a foreclosure of said liens and/or security interests shall not extinguish the rights, obligations and interests created under this Supplemental Declaration. No warranties of title are hereby made by lienholder, lienholder's joinder herein being solely limited to such consent and subordination.

SIGNED this the 31 day of MAY, 2019.

CENTRAL BANK

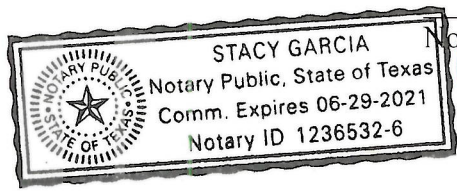
By: [Signature]  
Print Name: Jim D. MacIntyre  
Print Title: Executive Vice President

STATE OF TEXAS §  
  §  
COUNTY OF HARRIS §

BEFORE ME, the undersigned authority, on this day personally appeared Jim D. MacIntyre the E.V.P. of Central Bank, 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 his/her representative capacity.

GIVEN under my hand and seal of office, this 31 day of MAY, 2019.

[Signature]  
Notary Public - State of Texas



RETURNED AT COUNTER TO:  
RICE + ASSOC. MIKE  
5615 KIRBY DR. #810  
HOUSTON, TX. 77005

FILED AND RECORDED  
OFFICIAL PUBLIC RECORDS

[Signature]  
Laura Richard, County Clerk

Fort Bend County Texas  
June 05, 2019 12:49:14 PM

