

FULBROOK

At Home with Nature

DECLARATION OF
COVENANTS, CONDITIONS
AND RESTRICTIONS

AMENDMENTS TO DECLARATION OF
COVENANTS, CONDITIONS
AND RESTRICTIONS

SUPPLEMENTAL DECLARATION OF
COVENANTS, CONDITIONS
AND RESTRICTIONS

**DECLARATION
OF
COVENANTS, CONDITIONS AND RESTRICTIONS
FOR
FULBROOK**

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**DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS
FOR FULBROOK**

THIS DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR FULBROOK (this "Declaration"), made as of the date hereinafter set forth by FT. BEND/FULBROOK, LTD., a Texas limited partnership (hereinafter referred to as "Declarant").

WITNESSETH:

WHEREAS, Declarant is the owner of three (3) tracts of land containing 77.48 acres, 45.90 acres and 45.63 acres which have been platted as Fulbrook, Sections One-A, Two-A and Two-C according to the maps or plats thereof recorded under Slide Nos. 1822/A and 1822/B, 1823/A and 1823/B and 1824/A and 1824/B, respectively, of the Map Records of Fort Bend County, Texas (the "Initial Subdivisions"); and

WHEREAS, it is the desire and intention of Declarant to provide a common plan as to the use, permissible construction, and common amenities of the property in such subdivision and such other property as may hereafter be annexed into the jurisdiction of the Association (as hereinafter defined) and, to this end to subject the Lots (hereinafter defined) within the Initial Subdivisions and within any other tract which may hereafter be made subject to this Declaration to the covenants, conditions and restrictions hereinafter set forth for the benefit of all present and future owners thereof;

NOW, THEREFORE, Declarant hereby declares that the Lots within the Initial Subdivisions and within any other tract which may hereafter be made subject to this Declaration shall be held, sold and conveyed subject to the following easements, restrictions, covenants and conditions, which shall run with said Lots and shall be binding upon all parties having any right, title or interest in said Lots or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each owner thereof.

**ARTICLE I
DEFINITIONS**

The following words, when used in this Declaration, shall have the following meanings:

SECTION 1. "Accessory Building" shall mean and refer to any building or structure constructed or installed on a Lot other than the primary residence, including

without limitation, detached garages, guest houses, granny flats, cabanas, barns, stables and childrens recreational buildings.

SECTION 2. "Architectural Review Committees" shall mean and refer to the Fulbrook New Construction Committee and the Fulbrook Modifications Committee created in Article VI hereof.

SECTION 3. "Area of Common Responsibility" shall mean the Common Area, together with those areas, if any, which by contract or agreement become the responsibility of the Association. Road rights-of-ways and drainage areas within or adjacent to the Properties may be part of the Area of Common Responsibility.

SECTION 4. "Association" shall mean and refer to the Fulbrook Homeowners Association, Inc., a Texas non-profit corporation, its successors and assigns.

SECTION 5. "Builder" shall mean and refer to any person or entity undertaking the construction of a residence on a Lot for the purpose of selling or living in same.

SECTION 6. "Common Area" shall mean and refer to all properties, real or personal, owned, leased or used by the Association for the common use and enjoyment of the Members (hereinafter defined) of the Association.

SECTION 7. "Conservation Corridors" shall mean and refer to those portions of the Common Area which by plat or other recorded instrument are restricted for use solely for conservation and passive recreation purposes.

SECTION 8. "Declarant" shall mean and refer to Ft. Bend/Fulbrook, Ltd., a Texas limited partnership, its successors or assigns, provided that an assign is designated in writing by the Declarant as an assign of all, or part, of the rights of the Declarant under this Declaration.

SECTION 9. "Home Occupation" means a business activity conducted in a single family residence which is incidental to the principal residential use.

SECTION 10. "Homestead Plans" shall mean and refer to any or all of the following, as the same shall be submitted, revised, and/or resubmitted to the applicable Architectural Review Committee for approval:

- (a) a "Site Plan" showing the location of the proposed residence and all other proposed improvements (including driveway, fences, swimming pools and patios) as well as proposed utility connections and drainage of the Lot;

(b) an "Exterior Elevations Plan", which shall show the dimensions and gross area of each structure, include drawings and detail of all building exterior elevations, including the roof (showing elevations) and describing the color, quality, and type of all proposed exterior construction materials;

(c) a "Landscaping Plan", which shall include a tree survey showing the location of all existing trees on the Lot with a caliper of 6 inches or more at the point one (1) foot above the ground which are within the footprint of or within twenty (20) feet of proposed improvements, including the driveway, and a drawing depicting the type, quantity, size, and placement of all exterior plant materials, including irrigation to support such landscaping; and

(d) a "Lighting Plan", which shall include the type, style, size, and candle power of all proposed exterior lighting fixtures.

SECTION 11. "Lake" shall mean and refer to any body of water within the Properties which is a portion of the Common Area.

SECTION 12. "Lakefront Lot" shall mean and refer to any Lot which is contiguous to a Lake.

SECTION 13. "Lot" shall mean and refer to any portion of the Properties, whether developed or undeveloped, upon which a Single Family Residence has been constructed or it is intended that a Single Family Residence be constructed, including lots created by the platting of a reserve tract or the replatting of a Lot. "Lots" shall mean and refer to each Lot and all of them. In the case of a parcel of land within the Properties which has not been platted into Lots, the parcel shall be deemed to contain the number of Lots designated by the Declarant on the development plan for such parcel of land unless or until a different number of Lots is platted.

SECTION 14. "Member" shall refer to every person or entity which holds a membership in the Association.

SECTION 15. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title to any Lot, including contract sellers, but excluding any person or entity who holds an interest merely as security for the performance of an obligation or those owning an easement right, a mineral interest, or a royalty interest.

SECTION 16. "Properties" shall mean and refer to the real property within the jurisdiction of the Association including the Initial Subdivisions and any additional

property hereafter added to the jurisdiction of the Association as provided herein, if any.

SECTION 17. "Road" shall refer to any publicly dedicated street, drive, boulevard, road, alley, lane, avenue, or thoroughfare.

SECTION 18. "Supplemental Declaration" shall mean and refer to a separate declaration of covenants, conditions and restrictions which is imposed on a portion of the property within the jurisdiction of the Association and which is administered by and may be enforced by the Association.

SECTION 19. "Tri-Party Agreement" shall mean and refer to that certain Tri-Party Agreement between Declarant, Sierra Golf Corp. and Perrin W. White and James M. Hill, Jr., Trustees pursuant to which Declarant has constructed or will construct certain drainage improvements extending from an oxbow lake to the Brazos River within a drainage easement granted or to be granted by Declarant to the Fort Bend County Drainage District, which drainage improvements will accommodate the drainage requirements of the property owned by the Declarant, a portion of the adjacent Weston Lakes development, and an approximately 100 acre tract of land owned by Perrin W. White and James M. Hill, Jr., Trustees.

SECTION 20. "Waterway Lot" shall mean and refer to a Lot which is adjacent to a creek or other water course, including, Bessie's Creek, Fulshear Creek and the Brazos River.

ARTICLE II
FULBROOK HOMEOWNERS ASSOCIATION, INC.

SECTION 1. ORGANIZATION. Declarant has caused the Association to be organized and formed as a non-profit corporation under the laws of the State of Texas. The principal purposes of the Association are the collection, expenditure, and management of the maintenance funds, enforcement of the restrictive covenants contained herein, and architectural control of the Lots.

SECTION 2. BOARD OF DIRECTORS. The Association shall act through a Board of Directors (the "Board") initially having three (3) members. The Board of Directors may be increased in size to a maximum of five (5) members at any time by amendment of the By-Laws. The Board shall manage the affairs of the Association as specified in this Declaration and the By-Laws of the Association.

SECTION 3. MEMBERSHIP. Every Owner of a Lot, including the Declarant, shall be a Member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any Lot which is subject to assessment by the Association.

SECTION 4. VOTING RIGHTS. All Members shall be entitled to one (1) vote for each Lot owned within the Properties. When two (2) or more persons or entities hold undivided interests in any Lot, all such persons or entities shall be Members, and the vote for the Lot owned by such Members shall be exercised as they, among themselves, determine, but in no event shall more than one vote be cast with respect to each Lot in which such Members own undivided interests.

SECTION 5. RULES AND REGULATIONS. The Board may adopt, amend, repeal and enforce rules and regulations ("Rules"), fines and levies as may be deemed necessary or desirable with respect to the implementation of this Declaration, the operation of the Association, the use and enjoyment of the Common Area, and the use of any other property, facilities or improvements owned or operated by the Association.

SECTION 6. TERMINATION OF MEMBERSHIP. The membership of a person or entity in the Association shall terminate automatically whenever such person or entity ceases to be an Owner, except that such termination shall not release or relieve any such person or entity from any liability or obligation incurred under or in any way connected with the Association or this Declaration during the period of ownership, nor impair any rights or remedies which the Association or any other Owner has with regard to such former Owner.

ARTICLE III
COVENANT FOR MAINTENANCE ASSESSMENTS

SECTION 1. CREATION OF THE LIEN AND PERSONAL OBLIGATION FOR ASSESSMENTS. The Declarant, for each Lot which is subject to this Declaration, hereby covenants and each Owner of any such Lot, by acceptance of a deed therefor, whether or not it shall be expressed in the deed or other evidence of the conveyance, is deemed to covenant and agree to pay the Association the following:

- (i) annual assessments or charges; and
- (ii) special assessments for capital improvements,

such assessments or charges to be fixed, established and collected as hereinafter provided. These assessments and charges, together with interest thereon as hereinafter provided, costs of collection, and reasonable attorney's fees, shall be a charge on the land and shall be secured by a continuing lien upon the Lot against which such assessments or charges are made. Each such assessment or charge, together with such interest, late charges, costs of collection, and reasonable attorney's fees shall also be and remain the personal obligation of the Owner of the particular Lot at the time the assessment or charge fell due notwithstanding any subsequent transfer of title of such property. The personal obligation for delinquent assessments and charges shall not pass to successors in title unless expressly assumed by them. However, successors in title shall nonetheless acquire title to the land subject to the lien securing the assessments and charges.

SECTION 2. PURPOSE OF ANNUAL ASSESSMENTS. The annual assessments levied by the Association shall be used for carrying out the purposes of the Association as stated in its Articles of Incorporation and this Declaration. The judgment of the Board of Directors of the Association in determining the functions to be performed by the Association, in determining the amount of annual assessments, and in the expenditure of funds shall be final and conclusive so long as its judgment is exercised in good faith. Such funds may be used to finance all or any of the following:

- (i) Operation, maintenance, repair, and improvement of the Area of Common Responsibility, including funding of appropriate reserves for future repair, replacement and improvement of same;
- (ii) Payment of taxes and premiums for insurance coverage in connection with the Common Area and for directors and officers liability insurance;
- (iii) Paying the cost of labor, equipment (including expense of leasing any equipment), material, and any associated management or supervisory services and fees required for management and supervision of the Common Area;
- (iv) Paying the cost and fees of a manager or firm retained to carry out the duties of the Association or to manage the affairs and property of the Association;
- (v) Installing, maintaining and replacing landscaping and fencing in the Area of Common Responsibility;
- (vi) Designing, purchasing and installing any improvements to the Area of Common Responsibility;
- (vii) Maintenance of the Area of Common Responsibility including, without limitation, the drainage improvements constructed by the Declarant pursuant to the Tri-Party Agreement;
- (viii) Contracting for services beneficial to the Properties including, without limitation, street lights and insect and pest control services;
- (ix) Collecting and disposing of trash, garbage, ashes, rubbish and other similar materials;
- (x) Payment of legal fees and expenses incurred to collect assessments and enforce this Declaration;
- (xi) Employing watchmen and/or a security service;
- (xii) Carrying out the duties of the Board of Directors of the Association; and

- (xiii) Carrying out such purposes of the Association as generally benefit the Members of the Association.

As stated hereinabove, the Association shall not be obligated to perform all of the foregoing functions or any particular function listed. The judgment of the Board of Directors of the Association in establishing annual assessments and in the expenditure of said funds shall be final and conclusive so long as said judgment is exercised in good faith. The Board of Directors is specifically authorized to assume all maintenance obligations of the Declarant under the Tri-Party Agreement.

SECTION 3. MAXIMUM LEVEL OF ANNUAL ASSESSMENTS. The initial annual assessment shall be not more than \$500.00 per Lot. Each year thereafter, the annual assessment may be increased by the Board of Directors of the Association at its sole discretion, by an amount equal to a fifteen percent (15%) increase over the annual assessment for the previous year without a vote of the eligible Members of the Association. The annual assessment may be increased above fifteen percent (15%) with approval by a two-thirds (2/3rds) vote of each class of the Members who are voting in person or by proxy, at a meeting duly called for this purpose. After consideration of current maintenance costs and future needs of the Association, the Board of Directors may fix the annual assessment at any amount not in excess of the maximum.

SECTION 4. SPECIAL ASSESSMENT FOR CAPITAL IMPROVEMENTS. In addition to the annual assessment authorized above, the Association may levy, in any assessment year, a special assessment applicable to that year only, for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, or repair or replacement of a capital improvement located upon the Common Area, including fixtures and personal property related thereto, provided that except as hereinafter specified any such assessment shall have the assent of a two-thirds (2/3rds) vote of each class of the eligible Members who are voting in person or by proxy at a meeting duly called for this purpose. Special assessments may be collected on a monthly basis at the Board's election. Notwithstanding the foregoing, the Board shall have the power to levy a special assessment without approval by the Members as specified herein in order to obtain funds required to finance drainage improvements which the Board determines will benefit the Properties or as may be required by governmental authority.

SECTION 5. NOTICE AND QUORUM. Written notice of any meeting called for the purpose of taking any action authorized under Sections 3 or 4 above shall be sent to all Members not less than 30 days nor more than 60 days in advance of the meeting. At the first such meeting called, the presence of members or of proxies entitled to cast twenty percent (20%) of each class of the eligible votes of the Association's membership shall constitute a quorum. If the required quorum is not present or represented, another meeting may be called subject to the same notice requirement, and the required quorum at the subsequent meeting shall be one-half (1/2) of the required quorum at the preceding meetings. No subsequent meeting shall be held more than 60 days following the preceding meeting.

SECTION 6. CAPITALIZATION OF ASSOCIATION. Upon acquisition of record title to a Lot by the first Owner thereof other than a Builder, a contribution shall be made by or on behalf of the purchaser to the Association in an amount equal to fifty percent (50%) of the annual assessment on such Lot for that year. This amount shall be in addition to, not in lieu of, the annual assessment and shall not be considered an advance payment of annual assessments. This amount shall be deposited into the purchase and sales escrow and disbursed therefrom to the Association.

SECTION 7. RATES OF ASSESSMENT. Both annual and special assessments on all Lots shall be fixed at uniform rates; provided, however, the rate applicable to Lots owned by the Declarant shall be equal to one-half ($\frac{1}{2}$) of the full assessment amount. The rate of assessment for a Lot shall change upon its conveyance by the Declarant, with an appropriate proration of the annual assessment for the year of the ownership change. Notwithstanding the foregoing to the contrary, the Declarant may elect on an annual basis to make subsidy payments to the Association in lieu of assessments equal to the difference between the amount of assessments collected on all Lots subject to assessment other than those owned by the Declarant and the amount of the actual expenditures incurred to operate the Association during the fiscal year. The Board is specifically authorized to enter into subsidy agreements with the Declarant. Under no circumstances shall the Declarant be obligated to pay a subsidy in any year unless it elects to do so.

SECTION 8. DATE OF COMMENCEMENT AND DETERMINATION OF ANNUAL ASSESSMENT. The initial annual assessment shall commence as to all Lots on such date as may be determined by the Board of Directors of the Association (the "Board"), shall be prorated according to the number of months remaining in the calendar year, and shall be due and payable thirty (30) days after notice of the assessment is sent to every Owner whose Lot is subject to assessment. Thereafter, on or before the 30th day of November in each year, the Board of Directors of the Association shall fix the amount of the annual assessment to be levied against each Lot in the next calendar year. Written notice of the rate at which the Board of Directors of the Association has set the annual assessment shall be sent to every Owner whose Lot is subject to the payment thereof. Each annual assessment shall be due and payable in advance on the first day of January of each calendar year. The Association shall, upon demand, and for reasonable charge, furnish a certificate signed by an officer or authorized representative of the Association setting forth whether the assessments on a specified Lot have been paid. A properly executed certificate of the Association as to the status of assessments on a particular Lot is binding upon the Association as of the date of its issuance.

SECTION 9. EFFECT OF NONPAYMENT OF ASSESSMENTS; REMEDIES OF THE ASSOCIATION. Any assessments which are not paid in full by the date specified by the Board shall be delinquent. Any delinquent assessment shall commence to bear interest on the due date (or such later date as the Board may determine) at the rate of 18% per annum or such other interest rate as the Board may from time to time determine not in excess of the maximum lawful rate of interest. If the assessment is not paid when due, the lien herein retained and created against the affected Lot shall

secure the assessment due, interest thereon as specified above, all costs of collection, including court costs and attorney's fees, and any other amount provided or permitted by law. In the event that the assessment remains unpaid after ninety (90) days, the Association may, as the Board shall determine, institute suit for collection against the Owner personally obligated to pay the assessment or foreclose the lien created and reserved hereby against the Lot of such Owner.

The Association's lien is created by recordation of this Declaration, which constitutes record notice and perfection of the lien. No other recordation of a lien or notice of lien shall be or is required. By acquiring his Lot, the Owner grants to the Association a power of sale in connection with the Association's lien. By written resolution, the Board of Directors of the Association may appoint, from time to time, an officer, agent, trustee, or attorney of the Association to exercise the power of sale on behalf of the Association. The Association shall exercise its power of sale pursuant to Section 51.002 of the Texas Property Code, and any applicable revision(s), amendment(s), or recodifications thereof in effect at the time of the exercise of such power of sale. The Association has the right to foreclose its lien judicially or by nonjudicial foreclosure pursuant to the power of sale created hereby. Costs of foreclosure may be added to the amount owed by the Owner to the Association. An Owner may not petition a court to set aside a sale solely because the purchase price at the foreclosure sale was insufficient to fully satisfy the Owner's debt. The Association may bid for and purchase the Lot at the foreclosure sale utilizing funds of the Association. The Association may own, lease, encumber, exchange, sell, or convey a Lot. The purchaser at any such foreclosure sale shall be entitled to sue for recovery of possession of the Lot by an action of forcible detainer without the necessity of giving any notice to the former owner or owners of the Lot sold at foreclosure. The Owner shall have no right of redemption after or resulting from a foreclosure sale of the Association's lien. Nothing herein shall prohibit the Association from taking a deed in lieu of foreclosure or from filing suit to recover a money judgment for sums that may be secured by the lien. At any time before a nonjudicial foreclosure sale, an Owner of a Lot may avoid foreclosure by paying all amounts due the Association. Foreclosure of a tax lien attaching against a Lot shall not discharge the Association's lien under this paragraph for amounts becoming due to the Association after the date of foreclosure of the tax lien.

No Owner may waive or otherwise exempt himself from liability for the assessments provided for herein by non-use of Common Area or abandonment of the property owned by such Owner. No diminution or abatement of assessment shall be claimed or allowed by reason of any alleged failure of the Association or Board to take some action or perform some function required to be taken or performed by the Association or Board under this Declaration or the By-Laws, or for inconvenience or discomfort arising from the making of repairs or improvements which are the responsibility of the Association, or from any action taken to comply with any law, ordinance, or with any order or directive of any municipal or other governmental authority, the obligation to pay assessments being a separate and independent covenant on the part of each Owner.

All payments shall be applied first to costs and attorney's fees, then to interest, and then to delinquent assessments.

SECTION 10. SUBORDINATION OF THE LIEN TO MORTGAGES. As herein above provided, the title to each Lot shall be subject to a lien securing the payment of all assessments and charges due the Association, but the lien shall be subordinate to the lien of any first mortgage. Sale or transfer of any Lot shall not affect the lien in favor of the Association provided, however, the sale or transfer of any Lot pursuant to mortgage foreclosure or any proceeding in lieu thereof shall extinguish the lien securing such assessment or charge as to payments which became due prior to such sale or transfer. No sale or transfer shall relieve such Lot or the Owner thereof from liability for any charges or assessments thereafter becoming due or from the lien thereof. In addition to the automatic subordination provided for hereinabove, the Association, in the sole discretion of its Board of Directors, may subordinate the lien securing any assessment provided for herein to any other mortgage lien or encumbrance, subject to such limitations, if any, as the Board of Directors may determine.

ARTICLE IV
RIGHTS IN THE COMMON AREA

SECTION 1. OWNER'S RIGHTS OF ENJOYMENT. Subject to the further provisions hereof, every Member shall have a right of enjoyment in the Common Area, and such right shall be appurtenant to and shall pass with the title to every Lot, subject to the following rights of the Association:

- (a) The Association shall have the right to charge reasonable admission and other fees for the use of any facility situated upon the Common Area.
- (b) The Association shall have the right, with the approval by two-thirds (2/3rds) vote of each class of Members who are voting in person or by proxy at a meeting duly called for such purpose, to borrow money and to mortgage, pledge, deed in trust, or hypothecate any or all of the Common Area as security for money borrowed or debts incurred.
- (c) The Association shall have the right to take such steps as are reasonably necessary to protect the Common Area against foreclosure of any such mortgage.
- (d) The Association shall have the right to suspend the voting rights and enjoyment rights of any Member for any period during which any assessment or other amount owed by such Member to the Association remains unpaid in excess of thirty (30) days.

- (e) The Association shall have the right to establish reasonable rules and regulations governing the use and enjoyment of the Common Area, and to suspend the usage rights of any Member for a period not to exceed sixty (60) days for any infraction of such rules and regulations.
- (f) The Association shall have the right, with the approval by two-thirds (2/3rds) vote of each class of Members who are voting in person or by proxy at a meeting duly called for such purpose, to sell or convey all or any part of the Common Area and the right, without the approval of the Members, to grant or dedicate easements in portions of the Common Area to public or private utility companies.
- (g) The Association shall have the right to enter into agreements pursuant to which individuals who are not Members of the Association are granted the right to use the Common Area and the facilities located thereupon.
- (h) The use of a Lake by Members of the Association and their permitted guests shall be subject to such rules and regulations as the Association's Board of Directors may adopt from time to time. Such rules may, among other things, limit the use of Lakes to human powered and low speed electric craft only, prohibit fishing or permit only catch and release fishing, and prohibit swimming. The Board may also establish hours for the use of such Common Areas.

SECTION 2. DELEGATION OF USE. Each Member shall have the right to extend his right of enjoyment to the Common Area to the members of his family and to such other persons as may be permitted by the Association. An Owner shall be deemed to have made a delegation of all such rights to the tenant of any leased residence and such Owner shall not have the right to use the Common Area during such tenancy.

ARTICLE V USE RESTRICTIONS

SECTION 1. RESIDENTIAL USE. Each and every Lot subject to this Declaration is hereby restricted to residential uses only. Except as otherwise hereinafter specified, no business, professional, commercial or manufacturing use shall be made of any Lot. No structure other than one (1) single family residence and Accessory Buildings approved by the New Construction Committee shall be constructed, placed on, or permitted to remain on any Lot.

Notwithstanding the foregoing, a residence on a Lot may be used for a Home Occupation provided that:

- (i) no person other than a full time occupant of the residence shall be engaged or employed in the Home Occupation at the residence;
- (ii) there shall be no visible storage or display of occupational materials or products;
- (iii) there shall be no exterior evidence of the conduct of a Home Occupation and no Home Occupation shall be conducted on the Lot outside of the residence;
- (iv) no additional parking shall be provided or required for the Home Occupation; and
- (v) there is no loading or unloading of materials at the residence which requires transportation in a truck larger than a ½ to 1-ton pickup truck or stepvan.

SECTION 2. ANIMALS AND LIVESTOCK. No animals, livestock, or poultry of any kind shall be raised, bred, or kept for commercial purposes on any Lot. Consistent with its use as a residence, dogs, cats, other common household pets and such other animals as may be specifically approved by the Board may be kept on a Lot, provided, however, there shall not be more than two (2) small outdoor animals such as dogs and cats per acre of land contained within the Lot. Horses are permitted only on the Lots in the portion or portions of the Properties where a Supplemental Declaration applicable thereto specifically permits them but are prohibited on all other Lots. Dogs shall at all times whenever they are outside a single family residence be on a leash or otherwise confined in a manner acceptable to the Board. Without prejudice to the Board's right to remove any such household pets, no household pet that had caused damage or injury may be walked in the Properties. Animal control authorities shall be permitted to enter the Properties to patrol and remove pets. Pets shall be registered, licensed and inoculated as required by law. All dogs and cats must be of a recognized domestic variety.

SECTION 3. NUISANCES. No noxious or offensive trade or activity shall be carried on upon any Lot nor shall anything be done thereon which in the opinion of the Board may be or become an annoyance or nuisance to residents of the Properties.

SECTION 4. CONSTRUCTION ACTIVITIES. During the course of construction on a Lot, the Builder shall comply with the construction requirements established by the New Construction Committee regarding excavation, enclosure and protection of the construction site, storage of building materials, vehicle parking, temporary buildings, chemical toilets, clean up, signage, dust, noise, construction hours and days, odors and similar conditions. Builders shall take reasonable precautions to minimize interference with traffic and to protect the general public, and residents of Properties in particular, from injury from the movement of vehicular traffic in

connection with construction on the Lots. In addition to and without limiting the generality of the foregoing, Builders shall comply with the following requirements:

(i) Storage of Building Materials. Building materials stored to be used to construct a house on a Lot shall be kept in a neat condition so as not to detract from the appearance of the neighborhood and so as to give the visual impression from adjacent streets of a clean, orderly work site;

(ii) Scrap Materials and Trash. Builders shall keep scrap materials and trash produced in connection with the construction of a house on a Lot confined to a particular area of such Lot, preferably to the side or behind the house. Trash will be placed in a wire mesh or solid container within such area at the end of each work day and removed from the Lot frequently enough so that trash does not overflow from such container;

(iii) Clean Roads and Utilities. Builders shall protect pavements, curbs, gutters, swales or drainage courses, landscape areas, sidewalks, walls/fences, Roads, shoulders, utility structures (including, without limitation, fire hydrants, sprinkler systems, manhole covers, valve boxes and second stage inlets) and other property located on or adjacent to a Lot from damage and shall keep pedestrian road rights-of-way clean and clear of equipment, building materials, dirt, debris and similar materials;

(iv) Maintenance. Builders shall keep the interior and exterior of all improvements constructed on a Lot in good working condition and repair. Without limiting the generality of the foregoing, Builders shall promptly replace any glass, paint, roof materials, bricks, stone or other exterior building materials on any house which are damaged; and

(v) Noise. Except in an emergency or when other unusual circumstances exist, as determined by the Board of Directors of the Association, outside construction work or noisy interior construction work shall be permitted only between the hours of 7:00 A.M. and 7:00 P.M. on Monday through Saturday.

SECTION 5. DISPOSAL OF TRASH. No trash, rubbish, garbage, manure, debris, or offensive material of any kind shall be kept or allowed to remain on any Lot, nor shall any Lot be used or maintained as a dumping ground for such materials. All such matter shall be placed in sanitary refuse containers constructed of metal, plastic or masonry materials with tightfitting sanitary covers or lids and placed in an area adequately screened by planting or fencing. Equipment used for the temporary storage and/or disposal of such material prior to removal shall be kept in a clean and sanitary condition and shall comply with all current laws and regulations and those which may be promulgated in the future by any federal, state, county, municipal or other governmental body with regard to environmental quality and waste disposal. In

a manner consistent with good housekeeping, the Owner of each Lot shall remove such prohibited matter from his Lot at regular intervals at his expense.

SECTION 6. DISPOSAL OF HAZARDOUS SUBSTANCES. Gasoline, motor oil, paint, paint thinner, pesticides, and other product considered to be a contaminant or a hazardous substance under applicable federal or state laws and regulations shall not be disposed of on any Lot nor shall any such material be deposited into a storm sewer, sanitary sewer manhole, drainage channel or other drainage facility within the Properties, but rather all such materials shall be handled and disposed of in compliance with all applicable laws and regulations and the recommendations of the manufacturer of the applicable product or a governmental entity with jurisdiction.

SECTION 7. BUILDING MATERIALS. Unless otherwise approved by the Modifications Committee, no Lot shall be used for the storage of any materials whatsoever, except that material used in the construction of improvements erected upon any Lot may be placed upon such Lot at the time construction is commenced. During initial construction of residences by Builders, building materials may be placed or stored outside the property lines. Building materials may remain on Lots for a reasonable time, so long as the construction progresses without undue delay after which time these materials shall either be removed from the Lot or stored in a suitable enclosure on the Lot. Under no circumstances shall building materials be placed or stored on the Roads.

SECTION 8. MINERAL PRODUCTION. No oil drilling, oil development operations, refining, quarrying or mining operations of any kind shall be permitted upon any Lot, nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted upon any Lot. No derrick or other structure designed for use in boring for oil or natural gas shall be permitted upon any Lot.

ARTICLE VI ARCHITECTURAL STANDARDS

SECTION 1. PURPOSE. In order to preserve the natural setting and beauty of the Properties, to establish and preserve a harmonious and aesthetically pleasing design for the Fulbrook project and to protect and promote the value of the Properties, the Lots in the Initial Subdivisions and within any other tract of land which may hereafter be made subject to this Declaration shall be subject to the restrictions set forth in this Article VI. Every grantee of any interest in a Lot within the Initial Subdivisions and any other tract of land which may hereafter be made subject to this Declaration by acceptance of a deed or other conveyance of such interest, agrees to be bound by the provisions of this Article.

SECTION 2. ARCHITECTURAL REVIEW COMMITTEES:

(a) New Construction Committee and Modifications Committee. There is hereby established the Fulbrook New Construction Committee (herein called the "New Construction Committee"), which shall have exclusive jurisdiction over all original

construction on the Lots within the Properties. There is also hereby created the Fulbrook Modifications Committee (hereinafter called the "Modifications Committee") (the New Construction Committee and the Modifications Committee being herein collectively referred to as the "Architectural Review Committees") which shall have exclusive jurisdiction over modifications, additions, or alterations made on or to improvements on the Lots within the Properties. Each Architectural Review Committee may (i) adopt such standards and guidelines for the construction or alteration of improvements in the Properties ("Architectural Guidelines") and (ii) establish application procedures for its review of Homestead Plans. The Architectural Review Committees shall make such guidelines available to Owners and Builders who seek to engage in construction or modification of improvements upon a Lot and who shall conduct their operations strictly in accordance therewith. The Architectural Guidelines may impose different requirements for different portions of the Properties.

(b) Members of Architectural Review Committees. The New Construction Committee and the Modifications Committee shall each consist of three (3) members. Until the date on which it no longer owns a majority of the Lots within the Properties, the Declarant shall have the right to appoint all members of each of the Architectural Review Committees as well as the right to remove any member. There shall be no surrender of this right prior to that time, except by a written instrument executed by Declarant and recorded in the real property records of Fort Bend County, Texas. Upon the expiration of such right, the Board of Directors shall have the power to appoint and remove the members of the Architectural Review Committees.

The Architectural Review Committees are authorized, but not obligated, to retain the services of consulting architects, landscape architects, urban designers, engineers, inspectors, and/or attorneys in order to advise and assist them in performing their respective functions set forth herein.

SECTION 3. ARCHITECTURAL APPROVAL. To preserve the architectural and aesthetic appearance of the Fulbrook project, no construction of improvements, or modifications, additions, or alterations to existing improvements, shall be commenced or maintained by an Owner with respect to any of the Lots in the Properties, including, without limitation, the construction or installation of sidewalks, driveways, parking areas, drainage facilities, mail boxes, decks, patios, courtyards, swimming pools, greenhouses, playhouses, awnings, walls, fences, exterior lights, garages, guest or servants' quarters, or other Accessory Buildings, nor shall any exterior addition to or change or alteration be made to any improvements (including, without limitation, painting or staining of any exterior surface), unless and until two (2) copies of the Homestead Plans therefor shall have been submitted to and approved in writing by the applicable Architectural Review Committee as to the compliance of such Homestead Plans with this Declaration and the Architectural Guidelines promulgated hereunder and as to the harmony of external design, location, and appearance in relation to surrounding structures and topography. One copy of the Homestead Plans submitted shall be retained in the records of the applicable Architectural Review Committee, and the other copy shall be returned to the Owner marked "approved," "approved with conditions as noted," or "disapproved." The applicable Architectural Review

Committee may establish a reasonable fee sufficient to cover the expense of reviewing Homestead Plans to compensate any consulting architects, landscape architects, planners, inspectors, agents or attorneys retained in accordance with the terms hereof. Nothing contained herein shall be construed to limit the right of an Owner to remodel the interior of his improvements, or to paint the interior of the improvements on his property any color desired. The Architectural Review Committees shall have the sole discretion to determine whether Homestead Plans submitted for approval are acceptable to the Association.

Upon approval of Homestead Plans by the applicable Architectural Review Committee, no further approval under this Article VI shall be required with respect thereto, unless construction has not commenced within six (6) months of the approval of such plans and specifications or unless such Homestead Plans are altered or changed. Disapproval of Homestead Plans may be based by the applicable Architectural Review Committee upon any ground which is consistent with the objects and purposes of this Declaration as determined by the applicable Architectural Review Committee from time to time, including purely aesthetic considerations, so long as such grounds are not arbitrary or capricious.

SECTION 4. LANDSCAPING APPROVAL. To preserve the aesthetic appearance of the Fulbrook project, no landscaping, grading, excavation, or filling of any nature whatsoever shall be implemented and installed on a Lot subject to this Declaration unless and until the Homestead Plans therefor have been submitted to and approved in writing by the New Construction Committee in the case of the initial landscaping of a Lot and thereafter by the Modifications Committee. In addition, in the event the construction of the initial improvements on a Lot necessitates the removal of a tree or trees and the Owner elects not to relocate the tree(s) on his Lot, such Owner shall give notice thereof to the Declarant who shall have the right, at its sole cost and expense, for a period of fourteen (14) days after its receipt of such notice to relocate the tree(s) from such Owner's Lot.

SECTION 5. APPROVAL NOT A GUARANTEE OR VARIANCE. The review and approval of Homestead Plans pursuant to this Article is made on the basis of aesthetic considerations only and no approval of Homestead Plans shall be construed as representing or implying that such Homestead Plans will, if followed, result in properly designed improvements. Such approval shall in no event be construed as representing or guaranteeing that any improvements built in accordance therewith will be built in a good and workmanlike manner. Neither Declarant, the Association, the Architectural Review Committees, nor any of their respective officers, partners, directors or members, shall be responsible or liable in damages or otherwise to any Owner who submits Homestead Plans for approval by reason of mistake of judgment or negligence arising out of the approval or disapproval of any Homestead Plans, any loss or damage arising from the noncompliance of such Homestead Plans with any governmental ordinances and regulations, nor any defects in construction undertaken pursuant to

such Homestead Plans. The purpose of such reviews primarily seeks to conform the aesthetic appearances of development within the Properties.

The Owner of each Lot shall be responsible for complying with the specific restrictions of this Declaration and the approval of Homestead Plans pursuant to this Article shall not be deemed to be a variance from the specific restrictions of this Declaration or from the standards and guidelines adopted by the Architectural Review Committees. All variances must be issued in accordance with the provisions of Section 8 of this Article.

SECTION 6. RIGHT TO INSPECT. Any member of the Board of Directors or an Architectural Review Committee and their representatives shall have the right, but not the obligation during reasonable hours to enter upon and inspect any Lot with respect to which construction is underway to determine whether or not the Homestead Plans therefor have been approved and are being complied with. Such person or persons shall not be deemed guilty of trespass by reason of such entry. In the event the applicable Architectural Review Committee shall determine that such Homestead Plans have not been approved or are not being complied with, such Architectural Review Committee shall be entitled to enjoin further construction and to require the removal or correction of any work in place which does not comply with approved Homestead Plans. In addition to any other remedies available to the Association, the Board may record in the appropriate land records a notice of violation naming the violating Owner.

SECTION 7. NO WAIVER OF FUTURE APPROVALS. The approval by an Architectural Review Committee of any Homestead Plans for any work done or proposed, or in connection with any other matter requiring the approval and consent of such committees, shall not be deemed to constitute a waiver of any right to withhold approval or consent as to any similar plans and specifications, drawings, or matters whatever subsequently or additionally submitted for approval or consent.

SECTION 8. VARIANCES. The Architectural Review Committees may grant variances from compliance with the restrictions of this Declaration and from their respective standards and guidelines when circumstances such as topography, natural obstructions, hardship, or aesthetic or environmental considerations require, but only in accordance with duly adopted rules and regulations. Such variances may only be granted, however, when unique circumstances dictate and no variance shall be effective unless in writing or estop the applicable Architectural Review Committee from denying a variance in other circumstances. For purposes of this Section, the inability to obtain approval of any governmental agency, the issuance of any permit, or the terms of any financing, shall not be considered a hardship warranting a variance.

SECTION 9. MEETINGS OF THE ARCHITECTURAL REVIEW COMMITTEES. The Architectural Review Committees shall meet from time to time as necessary to

perform their respective duties, and may from time to time, by resolution unanimously adopted in writing, designate a representative to take an action or perform any duties for and on behalf of the Architectural Review Committee. In the absence of such designation of a representative, the vote of the majority of the members of the Architectural Review Committee, or the written consent of the majority of the members of the Architectural Review Committee taken without a meeting, shall constitute and act of the Architectural Review Committee.

ARTICLE VII ARCHITECTURAL RESTRICTIONS

Each and every Lot shall be subject to the following specific restrictions:

SECTION 1. SINGLE FAMILY RESIDENCES. Only one (1) single family residence and Accessory Buildings approved by the New Construction Committee which complement the residence in color, materials and architectural style shall be built or permitted on a Lot. All structures shall be of new construction and no structure shall be moved from another location onto any Lot.

SECTION 2. LIVING AREA REQUIREMENTS. The total living area of each single family dwelling in the Properties, exclusive of porches and garages, shall be not less than twenty-two hundred (2,200) square feet. The Supplemental Declaration applicable to a portion of the Properties may specify a greater minimum requirement for the Lots subject thereto.

SECTION 3. LOCATION OF RESIDENCE ON LOT. The location of each residence on a Lot will be approved by the New Construction Committee with its approval of the Homestead Plans for such residence. In some instances, a mandatory building line for the front wall of the residence on a Lot may be specified in a Supplemental Declaration or by the New Construction Committee. No building shall be located on any Lot nearer to a Road than the minimum building setback line shown on the applicable plat, specified in a Supplemental Declaration, or established by the New Construction Committee. In addition, the front wall of the residence on each Lot where a mandatory building line is established by a Supplemental Declaration or by the New Construction Committee shall be placed on such building line. No building shall be located on any drainage or utility easement.

SECTION 4. TYPE OF CONSTRUCTION. The exterior wall area of all residences, exclusive of doors and windows, shall be of masonry, brick veneer or such other material as may be approved by the New Construction Committee. The roof of each residence shall be constructed of metal, composite shingles, slate or simulated slate and, unless otherwise approved by the New Construction Committee, have a minimum of six (6) feet of vertical rise for each twelve (12) feet of horizontal length.

SECTION 5. TEMPORARY BUILDINGS. Unless otherwise approved by the New Construction Committee, temporary buildings or structures such as storage sheds shall not be permitted on any Lot. Declarant may permit temporary toilet facilities, sales

and construction offices and storage areas to be used by Builders in connection with the construction and sale of residences.

SECTION 6. DRIVEWAYS. On each Lot the Builder shall construct and the Owner shall maintain at his expense a driveway to the Road at the front of the Lot, including the portion of the driveway in the Road right-of-way, and the Builder shall repair at his expense any damage to the Road occasioned by connecting the driveway thereto. Driveways must be constructed in accordance with the Architectural Guidelines, provide for proper drainage and be free of ponding areas.

SECTION 7. FENCES. The erection of chain link fences on any Lot is prohibited. Owners shall construct and maintain a fence or other suitable enclosure approved by the New Construction Committee to screen from public view outside yard equipment and other equipment which the Modifications Committee requires to be screened from view. The Architectural Guidelines will include a Fulbrook Fencing Plan which requires the installation of fences along certain Lot lines or setbacks in accordance with prescribed specifications (which specifications may differ for different portions of the Properties), prohibits the installation of fences at certain locations, and designates other areas for fences as optional. Each Owner shall construct all fencing required by the Architectural Guidelines on his Lot, if any, and otherwise comply with the Fulbrook Fencing Plan.

SECTION 8. SIGNS. No signs, billboards, posters, or advertising devices of any kind shall be permitted on any Lot without the prior written consent of the Modifications Committee. The right is reserved by Declarant to construct and maintain, or to allow Builders to construct and maintain, signs, billboards and advertising devices as is customary in connection with the sale of newly constructed residential dwellings; provided, however, unless otherwise approved by the Declarant, Builder signs may not be placed within road right-of-ways within the Properties. In addition, the Declarant and the Association shall have the right to erect identifying signs and monuments at entrances to the Fulbrook project.

SECTION 9. TRAFFIC SIGHT AREAS. No fence, wall, or planting which obstructs sight lines at elevations between two and six feet above the Road shall be permitted to remain on any corner Lot within fifteen (15) feet of the point formed by the intersection of the building set back lines of such Lot.

SECTION 10. EXTERIOR ANTENNAE. No television, radio, or other electronic towers, aerials, antennae, satellite dishes or device of any type for the reception or transmission of radio or television broadcasts or other means of communication shall be erected, constructed, placed or permitted to remain on any Lot or upon any improvements thereon, except that this prohibition shall not apply to those antennae specifically covered by the regulations promulgated under the Telecommunications Act of 1996, as amended from time to time. The Board is empowered to adopt rules

governing the types of antennae that are permissible in the Properties and to establish reasonable, non-discriminatory restrictions relating to safety, location and maintenance of antennae. To the extent that receipt of an acceptable signal would not be impaired, an antenna permissible pursuant to the rules of the Board may only be installed in a side or rear yard location, not visible from the Road, and integrated with the dwelling and surrounding landscape. Antennae shall be installed in compliance with all state and local laws and regulations.

SECTION 11. AIR CONDITIONERS. No window or wall type air conditioners shall be permitted in any residence, but the Modifications Committee, at its discretion, may permit window or wall type air conditioners to be installed if such unit or units will not be visible from a Road or adjacent Lot. All compressors and other exterior HVAC equipment shall be screened from view from Roads and adjacent Lots with fencing or landscaping.

SECTION 12. PRIVATE UTILITY LINES. All electrical, telephone, and other utility lines and facilities which are located on a Lot and are not owned by a governmental entity or a public utility company shall be installed in underground conduits or other underground facilities unless otherwise approved in writing by the New Construction Committee or the Board.

SECTION 13. CLOTHES LINES. No exterior clothes lines shall be placed on any Lot unless otherwise approved by the Modifications Committee.

SECTION 14. VEHICLES AND PARKING. The term "vehicles", as used herein, shall refer to all motorized vehicles including, without limitation, automobiles, trucks, tractors, motor homes, boats, trailers, motorcycles, minibikes, scooters, ATV's, go-carts, campers, buses, and vans. No vehicle may be parked or left upon any Lot in the Properties, except in the garage or behind the residence or another screened area or, in the case of automobiles and small trucks only, in the driveway on the Lot. Any vehicle parked or left not in accordance with this section shall be considered a nuisance and may be removed by the Board at the owner's expense. No motorized vehicles shall be permitted on pathways or unpaved Common Area, including trails and conservation corridors except for public safety vehicles and vehicles authorized by the Board. All vehicles within the Properties must be in a condition which meets the requirements of all state and local governmental authorities as to licensing, safety and equipment standards. The parking of vehicles on Roads, within Road rights-of-way, on sidewalks, or on the areas between sidewalks and the curb or edge of the adjacent Road at any time is prohibited.

SECTION 15. DISPOSAL OF TRASH. No trash, rubbish, garbage, manure, debris, or offensive material of any kind shall be kept or allowed to remain on any Lot, nor shall any Lot or any other portion of the Properties be used or maintained as a dumping ground for such materials. All such matter shall be placed in sanitary refuse

containers constructed of metal, plastic or masonry materials with tight fitting sanitary covers or lids and placed in an area adequately screened from public view by planting or fencing. All rubbish, trash, and garbage shall be regularly removed and not allowed to accumulate. Equipment used for the temporary storage and/or disposal of such material prior to removal shall be kept in a clean and sanitary condition and shall comply with all current laws and regulations and those which may be promulgated in the future by any federal, state, county, municipal or other governmental body with regard to environmental quality and waste disposal. In a manner consistent with good housekeeping, the Owner of each Lot shall remove such prohibited matter from his Lot at regular intervals at his expense.

SECTION 16. WEAPONS AND FIREWORKS. The use of fireworks, firearms and other weapons within the Properties is prohibited. The term "firearms" includes pellet guns and small firearms of all types. Nothing contained in this Declaration shall be construed to require the Association to take action to enforce this Section.

SECTION 17. MAILBOXES AND ADDRESS MARKERS. Each Lot shall have a uniform mailbox and a marker identifying its street address of a style prescribed in the Architectural Guidelines in keeping with the overall character and aesthetics of the community.

SECTION 18. ROOFTOP ELEMENTS. Whenever reasonably possible, stack vents and attic ventilators shall be located on the rear slopes of roofs and mounted perpendicular to the ground plane. All exposed roof stack vents, flashings, attic ventilators, etc. on each residence must be painted to match the color of the roof of the residence unless otherwise approved by the New Construction Committee. No solar collectors shall be allowed on any roof slope visible from a Road or Common Area.

SECTION 19. DECORATIONS. No decorative appurtenances such as sculptures, birdbaths and birdhouses, fountains, or other decorative embellishments shall be placed on the residence or on the front yard or on any other portion of a Lot which is visible from any Road, unless such specific items have been approved in writing by the Modifications Committee. Customary seasonal decorations for national holidays are permitted for a maximum of twelve (12) days or thirty (30) days, in the case of Christmas, without approval by the Modifications Committee. In addition, one (1) flagpole may be placed on a Lot provided it is not in excess of twenty-five (25) feet in height and is located within thirty (30) feet of the residence. Windmills are also permitted provided that no windmill may be placed on a Lot at a location where it is less than one and one-half (1 ½) times its height from the property line or from any easement.

SECTION 20. PLAYGROUND EQUIPMENT. Unless otherwise approved by the Modifications Committee, all playground equipment on a Lot must be placed at the

rear of the Lot behind a fence or otherwise screened from public view from any Road abutting the Lot.

SECTION 21. WINDOW COVERINGS. Temporary or disposable window coverings not consistent with the aesthetics of the Properties, such as reflective materials, sheets, newspaper, shower curtains, fabric not sewn into finished curtains or draperies, paper, plastic, cardboard, or other materials not expressly made for or commonly used by the general public for permanent window coverings in a development of the same caliber as the Properties are prohibited.

SECTION 22. LAKEFRONT LOTS. The following specific restrictions shall apply to all Lakefront Lots:

(a) In order to preserve the natural appearance of each Lake, no buildings, fences or other improvements shall be constructed or placed in the Lake Maintenance Easement Areas (as defined in Section 3 of Article VIII hereof). Slope paving, bulkheading, piers and other man-made alterations to the shoreline are prohibited; provided, however, the Board may grant a variance to this restriction for alterations to the shoreline if in its judgment an alteration is necessary to prevent erosion or for safety reasons. The Board may also, at its sole discretion, permit an Owner to construct a boat dock and may evidence such approval by an easement or other written instrument. The placement of any improvements within or any alteration of the natural condition of the Lake Maintenance Easement Areas, other than the removal of vegetation, must be approved by the New Construction Committee;

(b) The Owner of each Lakefront Lot shall be responsible for all temporary erosion control measures required during construction on his Lot to ensure that there is no erosion into the Lake and such Owner shall be responsible for any repair or maintenance required due to erosion caused by construction on his Lot;

(c) Chemicals, fertilizers and pesticides may not be used within the Lake Maintenance Easement Areas;

(d) No Owner or occupant of a Lakefront Lot shall withdraw water from or discharge water into a Lake except in accordance with Homestead Plans approved by the applicable Architectural Review Committee;

(e) No Owner or occupant of a Lakefront Lot shall dump or place refuse or any other material into a Lake;

(f) No Owner or occupant of a Lakefront Lot shall release or introduce any wildlife, waterfowl, reptiles or fish into a Lake;

(g) No fence shall be installed on a Lakefront Lot which unreasonably obstructs the view of the Lake from adjacent Lots. The New Construction Committee shall have the right to designate specifications for fencing on the Lakefront Lots to insure visibility of the Lake; and

(h) No boats or other watercraft which are permitted under the Association's rules to be used on a Lake may be left on the Lake overnight or left at a location on a Lot where it is visible from any Road or other Lot unless it is tied to a boat dock approved by the Board.

SECTION 23. ENFORCEMENT OF LOT MAINTENANCE. In the event of the violation of any covenant herein by any Owner or occupant of any Lot and the continuance of such violation after ten (10) days written notice thereof, or in the event the Owner or occupant has not proceeded with due diligence to complete appropriate repairs and maintenance after such notice, the Association shall have the right (but not the obligation), through its agents or employees, to enter upon such Lot and to secure compliance with these restrictions and restore such Lot to a neat, attractive, healthful and sanitary condition. The Association may render a statement of charge to the Owner or occupant of such Lot for the cost of such work. The Owner or occupant agrees by the purchase or occupation of the Lot to pay such statement immediately upon receipt. In the event of the failure to pay for such work, the amount of such statement may be added to the annual maintenance charge provided for herein and shall be secured by a lien on the Lot in the same manner as such annual charge. The Association, or their agents and employees shall not be liable, and are hereby expressly relieved from any liability, for trespass or other tort in connection with the performance of the maintenance and other work authorized herein.

SECTION 24. PRIVATE WATER WELLS. The Declarant has entered into an agreement with a private utility company whereby such company will operate a water distribution system to provide potable water to each of the Lots. No Owner of a Lot which is served by such utility company shall construct a private water well on his Lot; provided, however, this restriction shall not apply to a well used for irrigation purposes only or to heat transfer pumps for HVAC systems.

ARTICLE VIII EASEMENTS

SECTION 1. GENERAL. Easements for drainageways and the installation and maintenance of utilities are reserved as shown and provided for on the plats of the Properties and/or as dedicated by separate instruments. Neither Declarant nor any utility company or authorized political subdivision using the easements referred to herein shall be liable for any damages done by them or their assigns, agents, employees or servants, to fences, shrubbery, trees, flowers, improvements or other

property of the Owner situated on the land covered by such easements as a result of construction, maintenance or repair work conducted by such parties or their assigns, agents, employees or servants.

SECTION 2. EASEMENTS FOR UTILITIES AND PUBLIC SERVICES.

(a) Declarant hereby reserves for itself and grants to the Association, 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 Common Area for the purpose of installing, replacing, repairing, maintaining, and using master television antenna and/or cable systems, security and similar systems, and all utilities, including, but not limited to, storm sewers, electrical, gas, telephone, water, and sewer lines, street lights, street signs and traffic signs.

(b) There is also hereby granted to Fort Bend County and or such other governmental authority or agency as shall from time to time have jurisdiction over the Properties (or any portion thereof) with respect to law enforcement and fire protection, the perpetual, non-exclusive right and easement upon, over and across all of the Properties for purposes of performing such duties and activities related to law enforcement and fire protection in the Properties as shall be required or appropriate from time to time by such governmental authorities under applicable law.

SECTION 3. EASEMENTS FOR ASSOCIATION.

(a) There is hereby granted to the Association, its agents and employees, a perpetual easement over the portion of each Lakefront Lot which is within twenty (20) feet shoreward of the average water line of the Lake for the purpose of maintaining such lake and performing any work related thereto (the "Lake Maintenance Easement Area").

(b) There is hereby granted a general right and easement to the Association, its directors, officers, agents, and employees, including, but not limited to, any manager employed by the Association and any employees of such manager, to enter upon any Lot or any portion thereof in the performance of their respective duties. Except in the event of emergencies, this easement is to be exercised only during normal business hours and then, whenever practicable, only upon advance notice to and with permission of the Owner or tenant of the residence directly affected thereby.

(c) Easements for pedestrian trails and equestrian trails which may be used by all Members of the Association are reserved as shown and provided for on the plats of the Properties and/or as created by separate instruments, including Supplemental Declarations.

ARTICLE IX
INSURANCE OBLIGATIONS OF OWNERS

SECTION 1. OBLIGATION TO REPAIR AND RESTORE. Each Owner shall maintain, at his expenses, casualty insurance on his residence in an amount not less than the replacement cost. In the event a residence shall be partially or entirely destroyed by fire or other casualty, such residence shall either be repaired and restored within a reasonable period of time or demolished and the Lot landscaped so that no damaged portion of the former structure remains visible. Subject only to the rights of an institutional holder of a first mortgage lien on a damaged or destroyed residence, the insurance proceeds from any insurance policy covering a damaged or destroyed residence shall be first applied to such repair, restoration or replacement of such residence, or to the demolition of such residence and landscaping of such Lot. Each Owner shall be responsible for the repair, restoration, replacement or demolition of the residence owned by such Owner pursuant to the terms of this Declaration. Any such repair, restoration or replacement shall (subject to advances and changes in construction techniques and materials generally used in such construction and then current generally accepted design criteria) be generally harmonious with the other residences in the Properties and reconstruction must be consistent with plans and specifications approved by the New Construction Committee.

SECTION 2. INSURANCE PROCEEDS. If the proceeds of the insurance available to the Owner of a damaged residence are insufficient to pay for the cost of repair, restoration or replacement following a casualty (or demolition and landscaping if the residence is to be demolished), the Owner of such residence shall be responsible for the payment of any such deficiency necessary to complete the repair, restoration, replacement or demolition.

ARTICLE X
GENERAL PROVISIONS

SECTION 1. TERM. The provisions of this Declaration, as they may be amended in accordance with the provisions hereof, shall run with the land and shall be binding upon all parties and all persons claiming under them for a period of forty (40) years from the date this Declaration is recorded, after which time said provisions shall be automatically extended for successive periods of ten (10) years each, unless an instrument signed by the Owners of a majority of the Lots covered by this Declaration has been recorded, agreeing to terminate this Declaration.

SECTION 2. ENFORCEMENT. Each Owner shall comply strictly with the covenants, conditions, and restrictions set forth in this Declaration, as may be amended from time to time, and with the Rules adopted by the Board. The Board may impose fines for the violation of its rules, which shall be collected as provided herein for the collection of assessments. Failure to comply with this Declaration or the Rules

adopted by the Board shall be grounds for an action to recover sums due for damages, injunctive relief, or any other remedy available at law or in equity, maintainable by the Board on behalf of the Association, or by any Owner of a portion of the Properties. Failure of the Board or any Owner to enforce any of the provisions herein contained shall in no event be deemed a waiver of the right to do so thereafter. The Association shall also have the right to enforce, by any proceeding at law or in equity, the provisions of each Supplemental Declaration imposed upon any portion of the Properties which by the terms of the instrument creating same grant the Association the power to enforce same, and failure of the Association to enforce such provisions shall in no event be deemed a waiver of the right to do so thereafter.

In addition to any other remedies provided for herein, the Association or its duly authorized agent shall have the power to enter upon a Lot to abate or remove, using such force as may be reasonably necessary, any erection, thing or condition which violates this Declaration, its rules and regulations, or the Architectural Guidelines. Except in the case of emergency situations, and as otherwise specified herein, the Association shall give the violating Owner ten (10) days' written notice of its intent to exercise self-help. All costs of self-help, including reasonable attorney's fees actually incurred, shall be assessed against the violating Owner and shall be collected as provided for herein for the collection of assessments.

SECTION 3. AMENDMENT.

A. By Declarant. This Declaration may be amended unilaterally at any time and from time to time by Declarant (a) if such amendment is necessary to bring any provision hereof into compliance with any applicable governmental statute, rule, or regulation or judicial determination which shall be in conflict therewith; (b) if such amendment is required by an institutional or governmental lender or purchaser of mortgage loans, including, for example, the Federal National Mortgage Association or Federal Home Loan Mortgage Corporation, to enable such lender or purchaser to make or purchase mortgage loans on the property subject to this Declaration; (c) if such amendment is necessary to enable any governmental agency or reputable private insurance company to insure mortgage loans on the property subject to this Declaration; or (d) for any other purpose, provided that the amendment has no material adverse effect upon the title to any Owner's property or upon any right of such Owner or the Owner so affected has consented thereto.

B. By Owners. This Declaration may be amended at any time by an instrument executed or approved by the Owners of a majority of the Lots encumbered by this Declaration; provided, however Declarant must consent to any amendment which is to be effective prior to the date on which Declarant has sold all of its Lots within the Properties. Any such amendment shall become effective when it is filed for record in the Official Public Records of Real Property of Fort Bend County, Texas.

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. GENDER AND GRAMMER. The singular wherever used herein shall be construed to mean or include the plural when applicable, and the necessary grammatical changes required to make the provisions hereof apply either to corporations (or other entities) or individuals, male or female, shall in all cases be assumed as though in each case fully expressed.

SECTION 6. TITLES. The titles of this Declaration of Articles and Sections contained herein are included for convenience only and shall not be used to construe, interpret, or limit the meaning of any term or provision contained in this Declaration.

SECTION 7. REPLATTING. Declarant shall have the right to replat any Lots as well as the right to subdivide any reserve tracts contained within the Properties into single family residential lots, by recorded plat or in any lawful manner. Lots created by the subdivision of a reserve tract shall be subject to these restrictions as if such Lots were originally platted as lots. The replatting of any portion of the Properties by an Owner other than the Declarant prior to the Conversion Date shall require the written consent of the Declarant.

SECTION 8. ANNEXATION.

A. By Declarant. The Declarant shall have the unilateral right, privilege, and option at any time to annex additional property to the jurisdiction of the Association by filing for record a declaration of annexation in respect to the property being annexed. Any such annexation by the Declarant shall not require approval by the Association or the Members and shall be effective upon the filing for record of such declaration. The rights reserved by Declarant herein to annex additional land shall not be implied or construed so as to impose any obligation upon Declarant to annex additional land it owns.

B. By Other Owners. Upon request by an owner of land other than the Declarant, the Association may annex real property to its jurisdiction. Any such annexation shall require the approval by majority vote of the Members who are present in person or by proxy at a meeting duly called for such purpose and, as long as the Declarant owns any Lots within the Properties, the written consent of the Declarant. Annexation of land not owned by the Declarant shall be accomplished by filing of record in the public records of Fort Bend County, Texas, an annexation agreement describing the property being annexed. Such annexation agreement shall be signed by the President and the Secretary of the Association, by the owner of the property being annexed, and, as long as the Declarant owns any Lots within the Properties, by the Declarant.

C. Effect of Annexation. The Owners of Lots in property annexed into the jurisdiction of the Association shall be entitled to the use and benefit of all Common Area of the Association, provided that the annexed property shall be impressed with and subject to an annual maintenance assessment imposed by the Association on a uniform, per Lot basis with the annual assessment on all other property within the jurisdiction of the Association.

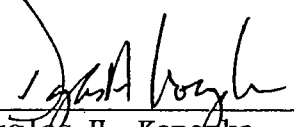
SECTION 9. MERGER; DISSOLUTION. The Association may be merged with another non-profit corporation or dissolved only with (i) the assent of not less than two-thirds (2/3's) of the Members voting in person or by proxy at a meeting duly called for such purpose, and (ii) the Declarant, as long as the Declarant owns any Lots within the Properties. In the event of a merger of the Association with another non-profit corporation organized for the same purposes, the Association's properties, rights, and obligations may be transferred to the surviving association, or alternatively, the properties, rights and obligations of the other association may be added to the properties, rights and obligations of the Association as a surviving corporation pursuant to a merger. The surviving association shall administer the covenants, conditions and restrictions established by this Declaration, together with the covenants, conditions and restrictions applicable to the properties of the other association as one scheme. In the event of the dissolution of the Association, the assets of the Association shall be dedicated to an appropriate public agency to be used for purposes similar to those for which the Association was created. In the event that such dedication is refused acceptance, such assets shall be granted, conveyed and assigned to any non-profit corporation, association, trust or other organization to be devoted to such similar purposes.

IN WITNESS WHEREOF, this Declaration is executed this 15th day of June, 1999.

FT. BEND/FULBROOK, LTD.,
a Texas limited partnership

By: Ft. Bend Land Development, Inc.,
General Partner

By:



Douglas H. Koponka

Its:

Vice President

FILED AND RECORDED
OFFICIAL PUBLIC RECORDS

Dianne Wilson

06-17-1999 09:54 AM 1999051521

JM \$73.00

DIANNE WILSON, COUNTY CLERK
FORT BEND COUNTY, TEXAS

**AMENDMENT TO DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS FOR FULBROOK**

THIS AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR FULBROOK, made as of the 7th day of December, 1999, by Ft. Bend/Fulbrook, Ltd., a Texas limited partnership (hereinafter referred to as the "Declarant").

WITNESSETH:

WHEREAS, Declarant executed that certain Declaration of Covenants, Conditions, and Restrictions for Fulbrook which is filed under County Clerk's File No. 1999051521 and recorded in the Official Public Records of Real Property of Fort Bend County, Texas (the "Declaration"), which imposed restrictive covenants on certain property described therein; and

WHEREAS, Declarant is the owner of a majority of the Lots subject to the Declaration and desires to amend the Declaration as hereinafter specified pursuant to Section 3 of Article X thereof.

NOW, THEREFORE, Declarant hereby declares as follows:

1. Sections 10(c) and 10(d) of Article I of the Declaration are amended and restated to read as follows:

"(c) a "Landscaping Plan", which shall include a tree survey showing the location of all existing trees on the Lot with a caliper of 8 inches or more at the point one (1) foot above the ground which are within the footprint of or within twenty-five (25) feet of proposed improvements, including the driveway, and a drawing depicting the type, quantity, size, and placement of all exterior plant materials, including irrigation to support such landscaping; and

(d) a "Lighting Plan", which shall include the type, style, size, and foot candle power of all proposed exterior lighting fixtures."

2. Section 13 of Article I of the Declaration is amended and restated to read as follows:

"SECTION 13. "Lot" shall mean and refer to any portion of the Properties, whether developed or undeveloped, upon which a single family residence has been constructed or it is intended by the Declarant that a single family residence be constructed, including Lots created by the platting of a reserve tract or the replatting of a Lot. "Lots" shall mean and refer to

each Lot and all of them. In the case of a parcel of land within the Properties which has not been platted into Lots, the parcel shall be deemed to contain the number of Lots designated by the Declarant on the development plan for such parcel of land unless or until a different number of Lots is platted. The Owner of one or more adjacent Lots shall have the right to consolidate such Lots into one single family residence building site either by replatting such adjacent Lots into a single Lot or by constructing a single family residence across the common line of such Lots, in which case side setback lines shall be measured from the resulting side property lines of such building site rather than from the lot lines shown on the recorded plat. Upon the replatting of such single family residence building site as a single Lot or the construction of a single family residence across the common Lot line, such adjacent Lots shall thereafter be considered as a single Lot for purposes of assessments levied by the Association pursuant to this Declaration. Prior to the consolidation of such adjacent Lots by replatting or by the construction of a single family residence over the common Lot line, such adjacent Lots shall continue to be assessed as two (2) Lots."

3. Section 1(iii) of Article V of the Declaration is amended and restated to read as follows:

"(iii) there shall be no exterior evidence of the conduct of a Home Occupation and no Home Occupation shall be conducted on the Lot outside of the residence or an approved Accessory Building;"

4. Section 4(iii) of Article V of the Declaration is hereby amended and restated as follows:

"(iii) Clean Roads and Utilities. Builders shall protect pavements, curbs, gutters, swales or drainage courses, landscape areas, walls/fences, Roads, shoulders, utility structures and other property located on or adjacent to a Lot from damage and shall keep Road rights-of-way clean and clear of equipment, building materials, dirt, debris and similar materials;"

5. Section 7 of Article V of the Declaration is amended and restated to read as follows:

"SECTION 7. BUILDING MATERIALS. Unless otherwise approved by the Modifications Committee, no Lot shall be used for the storage of any materials whatsoever, except that material used in the construction of improvements upon a Lot may be placed upon such Lot during construction by Builders. Building materials may remain on Lots for a reasonable time, so long as the construction progresses without undue delay after which time these materials shall either be removed from the Lot or stored in a suitable

enclosure on the Lot. Under no circumstances shall building materials be placed or stored on the Roads.”

6. Section 2 of Article VII of the Declaration is amended and restated to read as follows:

“SECTION 2. LIVING AREA REQUIREMENTS. The total living area of each single family residence in the Properties, inclusive of guest houses and granny flats, but exclusive of porches, garages and non-residential Accessory Buildings, shall be not less than twenty-two hundred (2,200) square feet. The Supplemental Declaration applicable to a portion of the Properties may specify a greater minimum requirement for the Lots subject thereto.”

7. Section 4 of Article VII of the Declaration is amended and restated to read as follows:

“SECTION 4. TYPE OF CONSTRUCTION. The exterior wall area of all residences, exclusive of doors and windows, shall be of masonry, brick veneer or such other material as may be approved by the New Construction Committee. The roof of each residence shall be constructed of metal, composite shingles, slate or simulated slate and, unless otherwise approved by the New Construction Committee, have a minimum of six (6) feet of vertical rise for each twelve (12) feet of horizontal length. The Architectural Guidelines shall describe requirements for exterior materials and roofs in greater detail.”

8. The first sentence of Section 7 of Article VII of the Declaration is amended and restated to read as follows:

“The erection of chain link fences on any Lot is prohibited except for dog kennels located behind the residence and screened with landscaping approved by the New Construction Committee or the Modifications Committee.”

9. The last sentence of Section 8 of Article VII of the Declaration is amended and restated to read as follows:

“In addition, the Declarant and the Association shall have the right to erect identifying signs and monuments at entrances to the Fulbrook project and each of its villages and directional and informational signs within the rights-of-way of Roads within the project.”

10. Section 14 of Article VII of the Declaration is amended and restated to read as follows:

"SECTION 14. VEHICLES AND PARKING. The term "vehicles", as used herein, shall refer to all motorized vehicles including, without limitation, automobiles, trucks, tractors, motor homes, boats, trailers, motorcycles, minibikes, scooters, ATV's, go-carts, campers, buses, and vans. No vehicle may be parked or left upon any Lot in the Properties, except in the garage or behind the residence or another screened area. Notwithstanding the foregoing, automobiles and small trucks may be parked in the driveway on the Lot for temporary periods not exceeding twenty-four (24) hours. Any vehicle parked or left not in accordance with this section shall be considered a nuisance and may be removed by the Board at the owner's expense. No motorized vehicles shall be permitted on pathways or unpaved Common Area, including trails and conservation corridors except for public safety vehicles and vehicles authorized by the Board. All vehicles within the Properties must be in a condition which meets the requirements of all state and local governmental authorities as to licensing, safety and equipment standards. The parking of vehicles on Roads or within Road rights-of-way at any time is prohibited."

11. Section 22(a) of Article VII of the Declaration is amended and restated to read as follows:

"(a) In order to preserve the natural appearance of each Lake, no buildings, fences or other improvements shall be constructed or placed in the Lake Maintenance Easement Areas (as defined in Section 3 of Article VIII hereof). Slope paving, bulkheading and other man-made alterations to the shoreline are prohibited; provided, however, the Board may grant a variance to this restriction for alterations to the shoreline if in its judgment an alteration is necessary to prevent erosion or for safety reasons. The Board may also, at its sole discretion, permit an Owner to construct a boat dock or pier and may evidence such approval by an easement or other written instrument. The placement of any improvements within or any alteration of the natural condition of the Lake Maintenance Easement Areas, other than the removal of vegetation, must be approved by the New Construction Committee;"

12. Except as expressly amended hereby, the Declaration is not affected hereby and the same is ratified as being in full force and effect.

IN WITNESS WHEREOF, this Amendment to Declaration of Covenants, Conditions and Restrictions for Fulbrook is executed as of the date specified above.

FT. BEND/FULBROOK, LTD.,
a Texas limited partnership

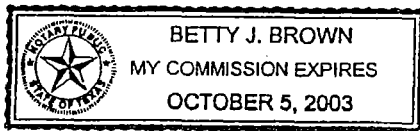
By: Ft. Bend/Fulbrook GP, Ltd.

By: Ft. Bend Land Development, Inc.,
General Partner

By: *Douglas H. Koropka*
Its: *Vice President*

THE STATE OF TEXAS §
 §
COUNTY OF HARRIS §

This instrument was acknowledged before me on the 7TH day of December, 1999 by *Douglas H. Koropka Vice President* of Ft. Bend Land Development, Inc., a Texas corporation which is the general partner of Ft. Bend/Fulbrook GP Ltd., a Texas limited partnership which is the general partner of Ft. Bend/Fulbrook, Ltd., a Texas limited partnership, on behalf of said limited partnership.



Betty J. Brown
NOTARY PUBLIC IN AND FOR
THE STATE OF TEXAS

THIS DOCUMENT WAS
FILED BY AND
RETURNED TO:
CHARTER TITLE
4265 SAN FELIPE #350
HOUSTON, TX 77027

FILED AND RECORDED
OFFICIAL PUBLIC RECORDS

Dianne Wilson
12-13-1999 02:53 PM 1999106775
TD \$17.00
DIANNE WILSON, COUNTY CLERK
FORT BEND COUNTY, TEXAS

**SECOND AMENDMENT TO DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS FOR FULBROOK**

THIS SECOND AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR FULBROOK, made as of the 22nd day of June, 2001, by Ft. Bend/Fulbrook, Ltd., a Texas limited partnership (hereinafter referred to as the "Declarant").

WITNESSETH:

WHEREAS, Declarant executed that certain Declaration of Covenants, Conditions, and Restrictions for Fulbrook which is 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 by Amendment dated December 7, 1999 which is filed under Clerk's File No. 1999106775 and recorded in the Official Public Records of Real Property of Fort Bend County, Texas (the "Declaration"), which imposed restrictive covenants on certain property described therein; and

WHEREAS, Declarant is the owner of a majority of the Lots subject to the Declaration and desires to amend the Declaration as hereinafter specified pursuant to Section 3 of Article X thereof.

NOW, THEREFORE, Declarant hereby declares as follows:

1. Section 13 of Article I of the Declaration is amended and restated to read as follows:

"SECTION 13. "Lot" shall mean and refer to any portion of the Properties, whether developed or undeveloped, upon which a single family residence has been constructed or it is intended by the Declarant that a single family residence be constructed, including Lots created by the platting of a reserve tract or the replatting of a Lot. "Lots" shall mean and refer to each Lot and all of them. In the case of a parcel of land within the Properties which has not been platted into Lots, the parcel shall be deemed to contain the number of Lots designated by the Declarant on the development plan for such parcel of land unless or until a different number of Lots is platted. The Owner of one or more adjacent Lots shall have the right to consolidate such Lots into one single family residence building site, in which case side setback lines shall be measured from the resulting side property lines of such building site rather than from the lot lines shown on the recorded plat and such consolidated adjacent Lots shall be considered as a single Lot for purposes of assessments levied by the Association pursuant to this Declaration (except for the contribution payable to the Association pursuant to Section 6 of Article III hereof) and for voting purposes. One or more adjacent Lots

conveyed by the Declarant to a Builder shall be considered consolidated into a single building site if they are replatted as a single lot or at such time as a single residence is constructed by the Builder upon such adjacent Lots and offered for sale by the Builder. One or more adjacent Lots conveyed by the Declarant to an Owner who is not a Builder shall be considered as consolidated at the time such Lots are conveyed by the Declarant unless the Declarant records an instrument stating that such adjacent Lots are not being consolidated.

2. Except as expressly amended hereby, the Declaration is not affected hereby and the same is ratified as being in full force and effect.

IN WITNESS WHEREOF, this Second Amendment to Declaration of Covenants, Conditions and Restrictions for Fulbrook is executed as of the date specified above.

FT. BEND/FULBROOK, LTD.,
a Texas limited partnership

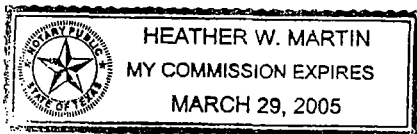
By: Ft. Bend/Fulbrook GP, Ltd.

By: Ft. Bend Land Development, Inc.,
General Partner

By: [Signature]
Its: Vice President

THE STATE OF TEXAS §
 §
COUNTY OF HARRIS §

This instrument was acknowledged before me on the 22 day of June, 2001 by Douglas H. Kemper, Vice President of Ft. Bend Land Development, Inc., a Texas corporation which is the general partner of Ft. Bend/Fulbrook GP Ltd., a Texas limited partnership which is the general partner of Ft. Bend/Fulbrook, Ltd., a Texas limited partnership, on behalf of said limited partnership.



[Signature]
NOTARY PUBLIC IN AND FOR
THE STATE OF TEXAS

Ret.

Planned Community Management

15995 N. Barker's Landing Suite 162

Houston, TX

77079

FILED AND RECORDED
OFFICIAL PUBLIC RECORDS

Dianne Wilson

2001 OCT 01 09:12 AM 2001091640

DBC \$11.00

DIANNE WILSON, COUNTY CLERK
FORT BEND COUNTY, TEXAS

**AMENDMENT TO DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS
FOR FULBROOK**

THIS AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR FULBROOK (this "Amendment"), made as of the date hereinafter set forth by FORT BEND/FULBROOK, LTD., a Texas limited partnership (hereinafter referred to as the "Declarant").

WITNESSETH:

WHEREAS, Declarant executed that certain Declaration of Covenants, Conditions and Restrictions for Fulbrook dated June 15, 1999 (the "Declaration") which is filed under Clerk's File No. 1999051521 and recorded in the Official Public Records of Real Property of Fort Bend County, Texas and which imposed covenants, conditions and restrictions on certain property described therein; and

WHEREAS, Section 3 of Article X of the Declaration provides that it may be amended by an instrument executed by the owner(s) of a majority of the Lots subject to the Declaration; and

WHEREAS, Declarant owns a majority of the lots subject to the Declaration and desires to amend the Declaration in certain respects.

NOW, THEREFORE, Declarant hereby declares as follows:

1. Section 6 of Article III of the Declaration is amended and restated in its entirety to read as follows:

"SECTION 6. CAPITALIZATION OF ASSOCIATION Upon acquisition of record title to a Lot by the first Owner thereof, a contribution shall be made by or on behalf of the purchaser to the Association in an amount equal to one hundred percent (100%) of the annual assessment on such Lot for that year. This amount shall be in addition to, not in lieu of, the annual assessment and shall not be considered an advance payment of annual assessments. This amount shall be deposited into the purchase and sales escrow and disbursed therefrom to the Association."

2. The following Section 10 is hereby added to Article VI of the Declaration:

"SECTION 10. APPROVED BUILDERS. To preserve property values and the integrity of the Properties, only home building companies approved by the Declarant may build homes in the Fulbrook project. The list of approved builders will be of such a size so as to offer individual Lot Owners a

sufficient number of builders from which to choose. Owners are advised that this list may change from time to time.

Homebuilders in the Properties are independent businesses that either buy developed lots from the Declarant and, build homes which are offered for sale to the public or contract with an individual property owner to construct a private residence on the Owner's Lot.

Each Owner needs to interview the approved builders and look at the other houses they have constructed. Neither the Declarant nor the Association can recommend one builder over another. The selection of a builder is entirely the Owner's decision.

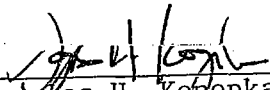
IN NO EVENT SHALL THE FACT THAT A BUILDER IS AN "APPROVED BUILDER" BE CONSTRUED IN ANY WAY AS A REPRESENTATION OR WARRANTY BY DECLARANT OR THE ASSOCIATION AS TO THE FINANCIAL STRENGTH, SKILL, COMPETENCE OR ABILITY OF THE BUILDER. IT SHALL BE THE SOLE RESPONSIBILITY OF LOT OWNER, AFTER CAREFUL REVIEW, TO DETERMINE SUCH ACCEPTABILITY OF ANY BUILDER.

3. Except as expressly amended hereby, the Declaration is not affected hereby and the same is ratified as being in full force and effect.

IN WITNESS WHEREOF this Amendment is executed effective as of the 1st day of June, 2003.

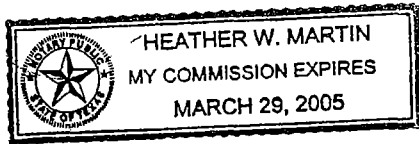
FT. BEND/FULBROOK, LTD.,
a Texas limited partnership

By: Ft. Bend Land Development, Inc.,
General Partner

By: 
Douglas H. Kosopka
Its: Vice President

THE STATE OF TEXAS §
 §
COUNTY OF HARRIS §

This instrument was acknowledged before me on the 31st day of May, 2003 by Douglas H. Konopka, Vice President of Ft. Bend Land Development, Inc., a Texas corporation, which is the general partner of Ft. Bend/Fulbrook, Ltd., a Texas limited partnership, on behalf of said limited partnership.



Heather W. Martin

NOTARY PUBLIC IN AND FOR
THE STATE OF TEXAS

AFTER RECORDING RETURN TO:
Hoover Slovacek LLP
P. O. Box 4547
Houston, TX 77210-4547
122248-01

FILED AND RECORDED
OFFICIAL PUBLIC RECORDS

Dianne Wilson

2003 AUG 08 04:09 PM 2003109758
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DIANNE WILSON, COUNTY CLERK
FORT BEND COUNTY, TEXAS



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**FOURTH AMENDMENT TO DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS
FOR FULBROOK**

THIS FOURTH AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR FULBROOK (this "Amendment"), made as of the date hereinafter set forth by FULBROOK PARTNERS, LTD., a Texas limited partnership which is the successor in interest to Fort Bend/Fulbrook, Ltd. (hereinafter referred to as the "Declarant").

WITNESSETH:

WHEREAS, Fort Bend/ Fulbrook, Ltd. executed that certain Declaration of Covenants, Conditions and Restrictions for Fulbrook dated June 15, 1999 which is filed under Clerk's File No. 1999051521 and recorded in the Official Public Records of Real Property of Fort Bend County, Texas, as amended by amendment instruments dated December 7, 1999, June 22, 2001 and June 1, 2003 (the "Declaration"), which imposed covenants, conditions and restrictions on certain property described therein; and

WHEREAS, Section 3 of Article X of the Declaration provides that it may be amended by an instrument executed by the owner(s) of a majority of the Lots subject to the Declaration; and

WHEREAS, Declarant owns a majority of the Lots subject to the Declaration and desires to amend the Declaration in certain respects.

NOW, THEREFORE, Declarant hereby declares as follows:

1. Section 8 of Article VII of the Declaration is amended and restated in its entirety to read as follows:

"SECTION 8. SIGNS. No sign or emblem of any kind may be kept or placed upon any Lot or mounted, painted or attached to any single family residence, fence or other improvement upon such Lot, or on the mailbox on or adjacent to the Lot, so as to be visible from public view except the following:

(a) **For Sale Signs.** The Owner of a Lot with a residence may install one (1) sign on his or her Lot pertaining to the sale of the residence. Unless otherwise approved by the Declarant, an Owner may not install a sign for the sale of an unimproved Lot. Signs for the sale of residences as permitted hereby shall not exceed 2' by 3' in size and shall be placed on a wooden post supplied to the Owner by the Declarant or the Association which shall be located on the Lot within 15 feet of the mailbox or at a place adjacent to the intersection of two roads in the case of corner lots. Open

house signs are permitted only on the Lot where the open house is being held and may be placed on the Lot only on the day of the open house.

(b) **Declarant's Signs.** Declarant may erect and maintain a sign or signs it deems to be reasonable and necessary for the construction, development, operation, promotion, leasing and sale of the Lots and spec homes constructed by approved home building companies.

(c) **Builders' Signs.** A Builder may utilize one professional sign which complies with the specifications provided by the Declarant per Lot for advertising and sales promotion of the residence on such Lot.

(d) **Political Signs.** Political signs may be erected upon a Lot by the Owner of such Lot advocating the election of one or more political candidates or the sponsorship of a political party, issue or proposal, provided that such signs shall not be erected more than thirty (30) days in advance of the election to which they pertain and shall be removed within ten (10) days after such election.

(e) **School Spirit Signs.** Signs containing information about one or more children residing in the single family residence on a Lot and the school they attend shall be permitted so long as the sign is not more than 36" x 36". There shall be no more than one sign for each child under the age of eighteen (18), residing in the single family residence. Banners are not permitted.

(f) **Security Signs/Stickers.** Signs or stickers provided to an Owner by a commercial security or alarm company providing service to the Fulbrook community shall be permitted so long as the sign is not more than 12" x 12" or the sticker is no more than 4" x 4" in size. There shall be no more than one sign per Lot and stickers on no more than fifty percent (50%) of the windows and one on the front door or front entry area.

In addition to the foregoing, unless otherwise approved by the Declarant or the Board, signs may not be placed within Road right-of-ways maintained by the Association or on Common Area. The Declarant and the Association shall have the right to erect identifying signs and monuments within Road rights-of-way at entrances to the Fulbrook project and directional signs throughout the project. In addition to any other remedies provided for in this Declaration, the Board of Directors or its duly authorized agent shall have the power to remove any sign which violates this Section. All costs of self-help, including reasonable attorney's fees actually incurred, shall be assessed against the violating Owner and shall be collected as provided for herein for the collection of Assessments."

2. Except as expressly amended hereby, the Declaration is not affected hereby and the same is ratified as being in full force and effect.

IN WITNESS WHEREOF this Amendment is executed effective as of the 23rd day of June, 2004.

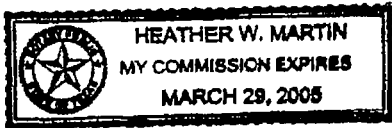
FULBROOK PARTNERS, LTD.,
a Texas limited partnership

By: Fulshear/Fulbrook GP, L.L.C.,
General Partner

By: [Signature]
Its: President

THE STATE OF TEXAS §
 §
COUNTY OF HARRIS §

This instrument was acknowledged before me on the 23rd day of June, 2004 by Douglas H. Konopka, President of Fulshear/Fulbrook GP, L.L.C., a Texas limited liability company, which is the general partner of Fulbrook Partners, Ltd., a Texas limited partnership, on behalf of said limited partnership.



[Signature]
NOTARY PUBLIC IN AND FOR
THE STATE OF TEXAS

FILED AND RECORDED

OFFICIAL PUBLIC RECORDS

[Signature]
2004 Jun 28 03:19 PM 2004077903
VG1 \$11.00
Dianne Wilson, Ph.D. COUNTY CLERK
FT BEND COUNTY TEXAS

RETURNED AT COUNTER TO:
BRANNYN G ADAMS
5005 RIVERWAY STE 160
HOUSTON TX 77056

**SUPPLEMENTAL DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS FOR
FULBROOK, SECTION ONE-A**

THIS SUPPLEMENTAL DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR FULBROOK, SECTION ONE-A (this "Supplemental Declaration") is made as of the date and year set forth on the signature page hereof, by Ft. Bend/Fulbrook, Ltd., a Texas limited partnership (herein referred to and acting as "Declarant").

WHEREAS, Declarant executed that certain DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR FULBROOK dated June 15, 1999 (the "Declaration"), 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;

WHEREAS, Declarant is the owner of all of the Lots (as defined in the Declaration) in Fulbrook, Section One-A, a subdivision of land in Fort Bend County, Texas, according to the map or plat thereof (the "Plat") recorded under Slide Nos. 1822/A and 1822/B in the Map Records of Fort Bend County, Texas (the "Subdivision"); and

WHEREAS, Declarant desires to subject the Lots in Fulbrook, Section One-A 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 Fulbrook, Section One-A 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. All capitalized terms used herein which are not otherwise defined herein shall have the meanings set forth for such terms in the Declaration.

SECTION 1. FENCES AND WALLS.

(a) All fences and walls must be approved in writing by the Fulbrook New Construction Committee or the Fulbrook Modifications Committee.

(b) Unless otherwise approved by the Fulbrook New Construction Committee or the Fulbrook Modifications Committee, fences and walls installed on side Lot lines may not extend toward the front of the Lot past the front wall of the residence and no fence or wall may be installed in the yard in front of the residence.

(c) In order to maintain the theme and character of the Properties in general, and the uniform plan and character of Subdivision in particular, the Owner

Return to:

Annette Casley *Special*
CHARTER TITLE COMPANY
4265 San Felipe, Suite 350
Houston, TX 77027

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>
Lots 3 and 4 in Block 4 and Lots 4 and 5 in Block 5	Side Lot Line along Bessie's Creek
Lots 4-6 in Block 4 and Lots 2-8 in Block 5	Rear Lot Line

(d) There is hereby granted to the Association, its agents and employees, a perpetual easement and the right, but not the obligation, to install and maintain fencing or walls at the following locations:

<u>Lot</u>	<u>Location of Fence</u>
Lots 1 and 2 in Block 2	Front Lot Line
Lot 1 in Block 1 and Lot 1 in Block 4	Portion of Side Lot Line adjacent to Bessie's Creek Trace near the front of the Lot
Lots 1 and 7 in Block 3	Side Lot Line adjacent to Bessie's Creek Trace
Lots 1 and Lots 9-11 in Block 1, Lots 1 and 7 in Block 4 and Lot 1 in Block 5	Rear Lot Line

The rights hereby granted to the Association include the right to enter upon the affected Lots from time to time as necessary to install, maintain or replace such fences or walls.

SECTION 2. ASSOCIATION LANDSCAPING EASEMENT. There is hereby granted to the Association, its agents and employees, a perpetual easement and the right, but not the obligation, to plant and maintain a hedge of Yaupon or another plant at the following locations:

Lots 1-8 in Block 1 and Lots 1-3 in Block 4	Rear Lot Line
--	---------------

Lot 1 in Block 1,
Lots 1 and 7 in Block 4 and
Lots 1 and 9 in Block 5

Side Lot Line adjacent to
Bessie's Creek Trace

The rights hereby granted to the Association include the right to enter upon the affected Lots from time to time as necessary to install, maintain, or replace such hedge.

SECTION 3. LIVING AREA REQUIREMENTS. The square feet of living area of the single family residences, exclusive of open porches and garages, constructed on each of the Lots in the Subdivision shall not contain less nor more than the applicable minimum and maximum numbers of square feet hereinafter specified:

<u>Minimum Square Feet</u>	<u>Maximum Square Feet</u>
2,200 s.f. (1 story residence)	4,000 s.f. (1 story residence)
2,500 s.f. (2 story residence)	4,500 s.f. (2 story residence)

SECTION 4. BUILDING SETBACKS.

The single family residences constructed on the Lots in Blocks 1, 2 and 3 may not be closer than forty (40) feet to the right-of-way of the Road at the front of the Lot and the single family residences constructed on the Lots in Blocks 4 and 5 may not be closer than seventy (70) feet to the right-of-way of the Road at the front of the Lot.

SECTION 5. UTILITY EASEMENT.

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 6. 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 an instrument evidencing the written consent of both (i) the Owners of a majority of the Lots subject to this Supplemental Declaration and (ii)

Declarant, as long as Declarant owns any part of the Properties within the jurisdiction of the Association.

SECTION 7. 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.

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

IN WITNESS WHEREOF, this Supplemental Declaration is executed this 6TH day of December, 1999.

FT. BEND/FULBROOK, LTD.,
a Texas limited partnership

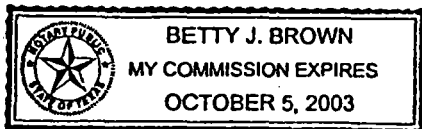
By: Ft. Bend/Fulbrook, GP, Ltd.,
general partner

By: Ft. Bend Land Development, Inc.,
general partner

By: *Douglas H. Konopka*
Its: *Vice President*

THE STATE OF TEXAS §
 §
COUNTY OF HARRIS §

This instrument was acknowledged before me on the 6TH day of December, 1999 by *Douglas H. Konopka, Vice President* of Ft. Bend Land Development, Inc., a Texas corporation which is the general partner of Ft. Bend/Fulbrook GP, Ltd., a Texas limited partnership which is the general partner of Ft. Bend/Fulbrook, Ltd., a Texas limited partnership, on behalf of said limited partnership.



Betty J. Brown
NOTARY PUBLIC IN AND FOR
THE STATE OF T E X A S

RET:

CHARTER TITLE COMPANY

ATTN: ANNETTE CASLEY - SPECIAL

265 SAN FELIPE, SUITE 350

STON, TX. 77027

FILED AND RECORDED
OFFICIAL PUBLIC RECORDS

Dianne Wilson

12-09-1999 01:04 PM 1999105849

JM \$15.00

DIANNE WILSON, COUNTY CLERK
FORT BEND COUNTY, TEXAS

FULBROOK – Sections One “A”, Two “A”, Two “C”
Supplemental CC&R’s
 June 24, 1999

I. Easements

HL&P/Reliant - all lots in all sections...25’ Utility Easement across fronts
 HL&P/Reliant - Two “A” – B2, front corner of L2&3; B3, front corner of L2&3....temporary overhead power line until pipeline is removed
 HL&P/Reliant - Two “C” - 5’ Ground Easement on
 B1, L10 south side for full length,
 B1, L15 south side for full length,
 B1, L12 south side for 35’ from back,
 B1, L14 north side for 35’ from back.
 Entex/Reliant - none required beyond HL&P
 SWB - none required beyond HL&P...in road ROW
 Cable - none required beyond HL&P...in road ROW

II. Setbacks & Building Lines

	<u>setbacks</u>	<u>building lines</u>
<u>Section Two “C”</u>		
Block 1, Lots 1-4	70’	----
Block 1, Lots 5-12	----	50’
Block 1, Lot 13	50’	----
Block 1, Lots 14-15	50’	----
Block 2, Lots 1-5	70’	----
Block 2, Lots 6-8	----	50’
Block 2, Lot 9	50’	----
<u>Section Two “A”</u>		
Block 1 – see Architectural Guidelines	?	?
Block 2, Lots 1-7	70’	----
Block 3, Lots 1-5	70’	----
<u>Section One “A”</u>		
- see attached -		
Block 1	50’	----
Block 2	50’	----
Block 3	50’	----
Block 4	70’	----
Block 5	70’	----
Block 2, Lot 1	----	40’

III. Home Sizes

<u>Section Two “A”</u>		
Block 1 - see Architectural Guidelines		
Block 2, Lots 1-7	-1 story:	3,500 – 5,000 sq. ft.
	-2 story:	4,000 – 7,000 sq. ft.
Block 3, Lots 1-5	-1 story:	3,500 – 5,000 sq. ft.
	-2 story:	4,000 – 7,000 sq. ft.

Section Two "C"

Block 1, Lots 1-4	-1 story:	3,000 – 4,500 sq. ft.
	-2 story:	3,500 – 6,000 sq. ft.
Block 1, Lots 5-12	-1 story:	NOT PERMITTED
	-2 story:	3,500 – 7,000 sq. ft.
Block 1, Lots 13-15	-1 story:	2,800 – 4,500 sq. ft.
	-2 story:	3,000 – 6,000 sq. ft.
Block 2, Lots 1-5	-1 story:	3,000 – 4,500 sq. ft.
	-2 story:	3,500 – 6,000 sq. ft.
Block 2, Lots 6-8	-1 story:	NOT PERMITTED
	-2 story:	3,500 – 7,000 sq. ft.
Block 2, Lots 9	-1 story:	2,800 – 4,500 sq. ft.
	-2 story:	3,000 – 6,000 sq. ft.

Section One "A"

-1 story:	2,200 – 4,000 sq. ft.
-2 story:	2,500 – 4,500 sq. ft.

IV. Fencing Plan

Section One "A" – All fences on Property Line

Block 1, Lots 1-8	-Rear Lot Line - Yaupon hedge by Developer
Block 1, Lot 1	-Road Side Line - Yaupon hedge and/or 3 rail fence by Developer.
	-Rear Lot Line - 3 rail fence by Developer
Block 1, Lots 9-11	-Rear Lot Line - 3 rail fence by Developer
Block 1, Lots 1-11	-No front yard fences * (*Except according to CC&R's)
Block 2, Lots 2-7	-No fences or Yaupon hedges
Block 2, Lot 1	-Front Lot Line - 3 rail fence by Developer and/or 1 rail fence by Developer
Block 3, Lots 1-7	-No front yard fence
Block 3, Lot 1&7	-Rear Side Line - 3 rail fence by Developer.
Block 4, Lots 1-7	-No front yard fence
Block 4, Lot 1	-Rear Lot Line - 3 rail fence by Developer and/or Yaupon hedge by Developer
	-Road Side Line - Yaupon hedge and/or 3 rail fence by Developer
Block 4, Lots 2-3*	-Rear Lot Line - Yaupon hedge by Developer (*portion)
Block 4, Lot 3	-Creek Side - 3 rail fence by Lot Owner
	-Open Space Side - 3 rail fence by Developer
Block 4, Lot 4	-Open Space Side - 3 rail fence by Developer
	-Creek Side - 3 rail fence by Lot Owner
Block 4, Lots 4-6	-Rear Lot Line - 3 rail fence by Lot Owner
Block 4, Lot 7	-Rear Lot Line - 3 rail fence by Developer
	-Road Side Line - Yaupon hedge by Developer
Block 5, Lot 1	-Road Side Line - Yaupon hedge by Developer
	-Rear Lot Line - 3 rail fence by Developer
Block 5, Lots 2-4	-Rear Lot Line - 3 rail fence by Lot Owner
Block 5, Lot 4	-Creek Side Line - 3 rail fence by Lot Owner
Block 5, Lot 5	-Creek Side Line - 3 rail fence by Lot Owner
Block 5, Lots 5-8	-Rear Lot Line - 3 rail fence by Lot Owner

Block 5, Lot 9 -Rear Lot Line - 3 rail fence by Developer
-Rear Side Line - Yaupon hedge by Developer

*Section Two "A" – All rear fences on Property Line, all front fences on 25' setback line

Block 2, Lot 1 -Road Side Line - Yaupon hedge by Developer

Block 2, Lots 1-7 -Front Setback - 3 rail fence by Developer
-Rear Lot Line - 3 rail fence by Lot Owner

Block 2, Lot 7 -Open Space Line - 3 rail fence by Developer

Block 3, Lot 1 -Road Side Line - Yaupon hedge by Developer

Block 3, Lots 1-5 -Front Setback - 3 rail fence by Developer

-Rear Lot Line - 3 rail fence by Developer

Block 3, Lot 5 -Open Space Line - 3 rail fence by Developer

*Front fences may be "special residential design".

Section Two "C" – All rear fences on Property Line; all front fences on 25' setback line

Block 1, Lot 1 -Road Side Line - Yaupon hedge by Developer

Block 1, Lots 1-4 -Rear Lot Line - 3 rail fence by Developer
-Front Setback - 3 rail fence by Lot Owner

Block 1, Lots 5-15 -Front Setback - 3 rail fence by Lot Owner

Block 1, Lots 9-15 -Rear Lot Lines - Yaupon hedge by Developer after resident
moves in

Block 2, Lot 1 -Road Side Line - Yaupon hedge by Developer

-Rear Lot Line - 3 rail fence by Developer

Block 2, Lot 1-6 -Front Setback - 3 rail fence by Lot Owner

-Rear Lot Line - 3 rail fence by Lot Owner

Block 2, Lot 7-9 -Front Setback - 3 rail fence by Lot Owner

Block 2, Lot 8 -Road Side Line - 3 rail fence by Lot Owner

FILE COPY

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

THIS SUPPLEMENTAL DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR FULBROOK, SECTION ONE-B (this "Supplemental Declaration") is made as of the date and year set forth on the signature page hereof, by Ft. Bend/Fulbrook, Ltd., a Texas limited partnership (herein referred to and acting as "Declarant").

WHEREAS, Declarant executed that certain DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR FULBROOK dated June 15, 1999 (the "Declaration"), 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;

WHEREAS, by that certain Declaration of Annexation instrument dated April 23, 2001, Declarant annexed, among other property, that certain tract of land which has been platted as Fulbrook, Section One-B according to the plat thereof recorded under Slide Nos. 2206 A + 2205 B in the Plat Records of Fort Bend County, Texas into the jurisdiction of the Fulbrook Homeowners Association, Inc. and subjected such property to the provisions of the Declaration; and

WHEREAS, Declarant desires to subject the Lots in Fulbrook, Section One-B (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 Fulbrook, Section One-B 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. All capitalized terms used herein which are not otherwise defined herein shall have the meanings set forth for such terms in the Declaration.

SECTION 1. FENCES AND WALLS.

(a) All fences and walls must be approved in writing by the Fulbrook New Construction Committee or the Fulbrook Modifications Committee.

(b) Unless otherwise approved by the Fulbrook New Construction Committee or the Fulbrook Modifications Committee, fences and walls installed on side Lot lines may not extend toward the front of the Lot past the front wall of the residence and no fence or wall may be installed in the yard in front of the residence.

(c) In order to maintain the theme and character of the Properties in general, and the uniform plan and character of 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 in Blocks 2, 3 and 4	Rear and Side Lot Lines along open space reserve, Bessie's Creek Trace or Bessie's Creek
Lot 20 in Block 1	Western Side Lot Line along Bessie's Creek and adjacent to open space reserve at end of road right-of-way

SECTION 2. ASSOCIATION LANDSCAPING EASEMENT. There is hereby granted to the Association, its agents and employees, a perpetual easement and the right, but not the obligation, to plant and maintain a hedge of Yaupon or another plant at the following locations:

Lot 1 in Block 2 and Lot 1 in Block 3	Side Lot Line adjacent to Bessie's Creek Trace
---------------------------------------	--

The rights hereby granted to the Association include the right to enter upon the affected Lots from time to time as necessary to install, maintain, or replace such hedge.

SECTION 3. LIVING AREA REQUIREMENTS. The square feet of living area of the single family residences, exclusive of open porches and garages, constructed on each of the Lots in the Subdivision shall not contain less nor more than the applicable minimum and maximum numbers of square feet hereinafter specified:

<u>Minimum Square Feet</u>	<u>Maximum Square Feet</u>
2,200 s.f. (1 story residence)	4,000 s.f. (1 story residence)
2,500 s.f. (2 story residence)	4,500 s.f. (2 story residence)

SECTION 4. SETBACKS. The single family residences constructed on the Lots in Blocks 1 and 4 may not be closer than forty (40) feet from the right-of-way of the Road at the front of the Lot and the single family residences constructed on the Lots in Blocks 2 and 3 may not be closer than seventy (70) feet from the right-of-way of the Road at the front of the Lot. Single family residences and driveways may not be constructed on any

Lot in the Subdivision closer than twenty-five (25) feet from an adjacent Lot; provided, however, with the approval of the Fulbrook New Construction Committee, the driveway turnaround for a single family residence with a side entry garage may be located so that it is not closer than then (10) feet from an adjacent Lot.

SECTION 5. UTILITY EASEMENT. 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 6. 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 an instrument evidencing the written consent of both (i) the Owners of a majority of the Lots subject to this Supplemental Declaration and (ii) Declarant, as long as Declarant owns any part of the Properties within the jurisdiction of the Association.

SECTION 7. 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.

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

IN WITNESS WHEREOF, this Supplemental Declaration is executed this 27th
day of September, 2001.

FT. BEND/FULBROOK, LTD.,
a Texas limited partnership

By: Ft. Bend/Fulbrook, GP, Ltd.,
general partner

By: Ft. Bend Land Development, Inc.,
general partner

By: [Signature]
Its: Vice President

THE STATE OF TEXAS §
 §
COUNTY OF HARRIS §

This instrument was acknowledged before me on the 27th day of September
2001 by Douglas H. Konopka, Vice President of Ft. Bend Land
Development, Inc., a Texas corporation which is the general partner of Ft. Bend/Fulbrook
GP, Ltd., a Texas limited partnership which is the general partner of Ft. Bend/Fulbrook,
Ltd., a Texas limited partnership, on behalf of said limited partnership.

[Signature]
NOTARY PUBLIC IN AND FOR
THE STATE OF TEXAS



FILED AND RECORDED
OFFICIAL PUBLIC RECORDS

Ret.
Charter Title Company
4265 San Felipe, Suite 350
Houston, TX 77027
ATTN: PHIL CHAVEZ

[Signature]
2001 OCT 12 03:34 PM 2001097001
DM \$15.00
DIANNE WILSON, COUNTY CLERK
FORT BEND COUNTY, TEXAS

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

THIS SUPPLEMENTAL DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR FULBROOK, SECTION TWO-A (this "Supplemental Declaration") is made as of the date and year set forth on the signature page hereof, by Ft. Bend/Fulbrook, Ltd., a Texas limited partnership (herein referred to and acting as "Declarant").

WHEREAS, Declarant executed that certain DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR FULBROOK dated June 15, 1999 (the "Declaration"), 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;

WHEREAS, Declarant is the owner of all of the Lots (as defined in the Declaration) in Fulbrook, Section Two-A, a subdivision of land in Fort Bend County, Texas, according to the map or plat thereof (the "Plat") recorded under Slide Nos. 1823/A and 1823/B in the Map Records of Fort Bend County, Texas (the "Subdivision"); and

WHEREAS, Declarant desires to subject the Lots in Fulbrook, Section Two-A 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 Fulbrook, Section Two-A 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. All capitalized terms used herein which are not otherwise defined herein shall have the meanings set forth for such terms in the Declaration.

SECTION 1. FENCES.

(a) All fences must be approved in writing by the Fulbrook New Construction Committee.

(b) In order to maintain the theme and character of the Properties in general, and the uniform plan and character of 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>
Lots 1-7 in Block 2	Rear Lot Line

(c) There is hereby granted to the Association, its agents and employees, a perpetual easement and the right, but not the obligation, to install and maintain fencing at the following locations:

<u>Lot</u>	<u>Location of Fence</u>
Lots 1-7 in Block 2 and Lots 1-5 in Block 3	Front Lot Line
Lot 7 in Block 2 and Lot 5 in Block 3	Portion of Lot Line that borders open space reserve
Lots 1-5 in Block 3	Rear Lot Line

The rights hereby granted to the Association include the right to enter upon the affected Lots from time to time as necessary to install, maintain or replace such fences.

SECTION 2. ASSOCIATION LANDSCAPING EASEMENT. There is hereby granted to the Association, its agents and employees, a perpetual easement and the right, but not the obligation, to plant and maintain a hedge of Yaupon or another plant at the following locations:

Lot 1 in Block 2 and Lot 1 in Block 3	Side Lot Line adjacent to the Road right-of-way
--	--

The rights hereby granted to the Association include the right to enter upon the affected Lots from time to time as necessary to install, maintain, or replace such hedge.

SECTION 3. LIVING AREA REQUIREMENTS. The square feet of living area of the single family residences, exclusive of open porches and garages, constructed on certain of the Lots in the Subdivision shall not contain less nor more than the applicable minimum and maximum numbers of square feet hereinafter specified:

<u>Lot</u>	<u>Minimum Square Feet</u>	<u>Maximum Square Feet</u>
Lots 1-7 in Block 2 and Lots 1-5 in Block 3	3,500 s.f. (1 story residence)	5,000 s.f. (1 story residence)
Lots 1-7 in Block 2 and Lots 1-5 in Block 3	4,000 s.f. (2 story residence)	7,000 s.f. (2 story residence)

SECTION 4. BUILDING SETBACKS.

The single family residences constructed on Lots 1-7 in Block 2 and Lots 1-5 in Block 3 may not be closer than fifty (50) feet to the right-of-way of the Road at the front of the Lot.

SECTION 5. UTILITY EASEMENT.

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.

Prior to the conveyance of Lots 3-5 in Block 2 and Lots 4 and 5 in Block 3, Declarant intends to grant a forty (40) foot wide drainage easement to Fort Bend County or to another governmental entity at a location on each of such lots to be specified in the applicable easement instrument.

SECTION 6. 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 an instrument evidencing the written consent of both (i) the Owners of a majority of the Lots subject to this Supplemental Declaration and (ii) Declarant, as long as Declarant owns any part of the Properties within the jurisdiction of the Association.

SECTION 7. 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

THIS DOCUMENT WAS
FILED BY AND
RETURNED TO:
CHARTER TITLE
4265 SAN FELIPE #350
HOUSTON, TX 77027

FILED AND RECORDED
OFFICIAL PUBLIC RECORDS

Dianne Wilson

09-21-1999 09:16 AM 1999082569

JM \$15.00

DIANNE WILSON, COUNTY CLERK
FORT BEND COUNTY, TEXAS

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

THIS SUPPLEMENTAL DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR FULBROOK, SECTION TWO-C (this "Supplemental Declaration") is made as of the date and year set forth on the signature page hereof, by Ft. Bend/Fulbrook, Ltd., a Texas limited partnership (herein referred to and acting as "Declarant").

WHEREAS, Declarant executed that certain DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR FULBROOK dated June 15, 1999 (the "Declaration"), 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 (the "Official Records");

WHEREAS, Declarant and the individuals who have signed a Lot Owners Consent attached hereto or separately recorded in the Official Records own all of the Lots (as defined in the Declaration) in Fulbrook, Section Two-C, a subdivision of land in Fort Bend County, Texas, according to the map or plat thereof (the "Plat") recorded under Slide Nos. 1824/A and 1824/B in the Map Records of Fort Bend County, Texas (the "Subdivision"); and

WHEREAS, Declarant desires to subject the Lots in Fulbrook, Section Two-C 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 Fulbrook, Section Two-C 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. All capitalized terms used herein which are not otherwise defined herein shall have the meanings set forth for such terms in the Declaration.

SECTION 1. FENCES.

(a) All fences must be approved in writing by the Fulbrook New Construction Committee.

(b) In order to maintain the theme and character of the Properties in general, and the uniform plan and character of 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>
Lots 1-15 in Block 1 and Lots 1-9 in Block 2	Front Lot Line as specified in Architectural Guidelines
Lots 1-4 in Block 1, Lots 1-6 in Block 2 and Lot 9 in Block 2	Rear Lot Line
Lot 5 in Block 1	Portion of Side Lot Line that borders 40 foot open space reserve
Lots 6 and 7 in Block 2	Side Lot Line that borders 40 foot open space reserve
Lot 8 in Block 2	Side Lot Line along Road right-of-way as specified in Architectural Guidelines
Lot 9 in Block 2	Portion of Rear Lot Line that borders 40 foot open space reserve

SECTION 2. ASSOCIATION LANDSCAPING EASEMENT. There is hereby granted to the Association, its agents and employees, a perpetual easement and the right, but not the obligation, to plant and maintain a hedge of Yaupon or another plant at the following locations:

Lot 1 in Block 1 and Lot 1 in Block 2	Side Lot Line adjacent to the Road right-of-way
Lots 9-15 in Block 1	Rear Lot Line bordering the Weston Lakes Subdivision

The rights hereby granted to the Association include the right to enter upon the affected Lots from time to time as necessary to install, maintain, or replace such hedge.

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 not contain less nor more than the applicable minimum and maximum numbers of square feet hereinafter specified:

<u>Lot</u>	<u>Minimum Square Feet</u>	<u>Maximum Square Feet</u>
Lots 1-4 in Block 1 and Lots 1-5 in Block 2	3,000 s.f. (1 story residence)	4,500 s.f. (1 story residence)
Lots 1-4 in Block 2 and Lots 1-5 in Block 2	3,500 s.f. (2 story residence)	6,000 s.f. (2 story residence)
Lots 5-12 in Block 1 and Lots 6-8 in Block 2	3,500 s.f. (2 story residence)	7,000 s.f. (2 story residence)
Lots 13-15 in Block 1 and Lot 9 in Block 2	2,800 s.f. (1 story residence)	4,500 s.f. (1 story residence)
Lots 13-15 in Block 1 and Lot 9 in Block 2	3,000 s.f. (2 story residence)	6,000 s.f. 2 story residence)

Unless otherwise approved by the Fulbrook New Construction Committee, only a 2 story single family residence may be constructed on Lots 5-12 in Block 1 and Lots 6-8 in Block 2.

SECTION 4. BUILDING SETBACKS.

(a) The single family residences constructed on Lots 1-4 and Lots 13-15 in Block 1 and Lots 1-5 and Lot 9 in Block 2 may not be closer than sixty (60) feet to the right-of-way of the Road at the front of the Lot.

(b) Unless otherwise approved by the Fulbrook New Construction Committee, a portion of the front wall of the residences constructed on each of Lots 5-12 in Block 1 and on Lots 6-8 in Block 2 must be located fifty (50) feet from the right-of-way of the Road at the front of the Lot.

SECTION 5. UTILITY EASEMENT.

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 (i) the portion of each Lot in the Subdivision which is within twenty-five (25) feet of a Road right-of-way, (ii) the portion of Lot 10 in Block 1 which is within ten (10) feet of the southern boundary of such Lot, (iii) the portions of Lot 12 and Lot 15 in Block 1 which are within five (5) feet of the southern boundaries of such Lots, and (iv) the portion of Lot 14 in Block 1 which is within five

(5) feet of the northern boundary of such Lot 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 6. 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 an instrument evidencing the written consent of both (i) the Owners of a majority of the Lots subject to this Supplemental Declaration and (ii) Declarant, as long as Declarant owns any part of the Properties within the jurisdiction of the Association.

SECTION 7. 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.

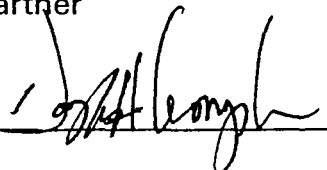
This Supplemental Declaration shall remain in full force and effect for the term, and shall be subject to the renewal and other provisions, of the Declaration.

IN WITNESS WHEREOF, this Supplemental Declaration is executed this 17th day of September, 1999.

FT. BEND/FULBROOK, LTD.,
a Texas limited partnership

By: Ft. Bend/Fulbrook GP, Ltd.
general partner

By: Ft. Bend Land Development, Inc.,
general partner

By:  _____

Its: Vice President

FILED AND RECORDED
OFFICIAL PUBLIC RECORDS

THIS DOCUMENT WAS
FILED BY AND
RETURNED TO:
CHARTER TITLE
4265 SAN FELIPE #350
HOUSTON, TX 77027

Dianne Wilson

09-21-1999 09:16 AM 1999082568
JM \$17.00
DIANNE WILSON, COUNTY CLERK
FORT BEND COUNTY, TEXAS

FULBROOK – Sections One “A”, Two “A”, Two “C”
Supplemental CC&R’s
 June 24, 1999

I. Easements

HL&P/Reliant - all lots in all sections...25’ Utility Easement across fronts
 HL&P/Reliant - Two “A” – B2, front corner of L2&3; B3, front corner of
 L2&3....temporary overhead power line until pipeline is removed
 HL&P/Reliant - Two “C” - 5’ Ground Easement on-----
 B1, L10 south side for full length,
 B1, L15 south side for full length,
 B1, L12 south side for 35’ from back,
 B1, L14 north side for 35’ from back.
 Entex/Reliant - none required beyond HL&P
 SWB - none required beyond HL&P...in road ROW
 Cable - none required beyond HL&P...in road ROW

II. Setbacks & Building Lines

	<u>setbacks</u>	<u>building lines</u>
<u>Section Two “C”</u>		
Block 1, Lots 1-4	70’	----
Block 1, Lots 5-12	----	50’
Block 1, Lot 13	50’	----
Block 1, Lots 14-15	50’	----
Block 2, Lots 1-5	70’	----
Block 2, Lots 6-8	----	50’
Block 2, Lot 9	50’	----
 <u>Section Two “A”</u>		
Block 1 – see Architectural Guidelines	?	?
Block 2, Lots 1-7	70’	----
Block 3, Lots 1-5	70’	----
 <u>Section One “A”</u>		
- see attached -		
Block 1	50’	----
Block 2	50’	----
Block 3	50’	----
Block 4	70’	----
Block 5	70’	----
Block 2, Lot 1	----	40’

III. Home Sizes

<u>Section Two “A”</u>		
Block 1 - see Architectural Guidelines		
Block 2, Lots 1-7	-1 story:	3,500 – 5,000 sq. ft.
	-2 story:	4,000 – 7,000 sq. ft.
Block 3, Lots 1-5	-1 story:	3,500 – 5,000 sq. ft.
	-2 story:	4,000 – 7,000 sq. ft.

Section Two "C"

Block 1, Lots 1-4	-1 story:	3,000 – 4,500 sq. ft.
	-2 story:	3,500 – 6,000 sq. ft.
Block 1, Lots 5-12	-1 story:	NOT PERMITTED
	-2 story:	3,500 – 7,000 sq. ft.
Block 1, Lots 13-15	-1 story:	2,800 – 4,500 sq. ft.
	-2 story:	3,000 – 6,000 sq. ft.
Block 2, Lots 1-5	-1 story:	3,000 – 4,500 sq. ft.
	-2 story:	3,500 – 6,000 sq. ft.
Block 2, Lots 6-8	-1 story:	NOT PERMITTED
	-2 story:	3,500 – 7,000 sq. ft.
Block 2, Lots 9	-1 story:	2,800 – 4,500 sq. ft.
	-2 story:	3,000 – 6,000 sq. ft.

Section One "A"

	-1 story:	2,200 – 4,000 sq. ft.
	-2 story:	2,500 – 4,500 sq. ft.

IV. Fencing Plan

Section One "A" – All fences on Property Line

Block 1, Lots 1-8	-Rear Lot Line - Yaupon hedge by Developer
Block 1, Lot 1	-Road Side Line - Yaupon hedge and/or 3 rail fence by Developer.
	-Rear Lot Line - 3 rail fence by Developer
Block 1, Lots 9-11	-Rear Lot Line - 3 rail fence by Developer
Block 1, Lots 1-11	-No front yard fences * (*Except according to CC&R's)
Block 2, Lots 2-7	-No fences or Yaupon hedges
Block 2, Lot 1	-Front Lot Line - 3 rail fence by Developer and/or 1 rail fence by Developer
Block 3, Lots 1-7	-No front yard fence
Block 3, Lot 1&7	-Rear Side Line - 3 rail fence by Developer.
Block 4, Lots 1-7	-No front yard fence
Block 4, Lot 1	-Rear Lot Line - 3 rail fence by Developer and/or Yaupon hedge by Developer
	-Road Side Line - Yaupon hedge and/or 3 rail fence by Developer
Block 4, Lots 2-3*	-Rear Lot Line - Yaupon hedge by Developer (*portion)
Block 4, Lot 3	-Creek Side - 3 rail fence by Lot Owner
	-Open Space Side - 3 rail fence by Developer
Block 4, Lot 4	-Open Space Side - 3 rail fence by Developer
	-Creek Side - 3 rail fence by Lot Owner
Block 4, Lots 4-6	-Rear Lot Line - 3 rail fence by Lot Owner
Block 4, Lot 7	-Rear Lot Line - 3 rail fence by Developer
	-Road Side Line - Yaupon hedge by Developer
Block 5, Lot 1	-Road Side Line - Yaupon hedge by Developer
	-Rear Lot Line - 3 rail fence by Developer
Block 5, Lots 2-4	-Rear Lot Line - 3 rail fence by Lot Owner
Block 5, Lot 4	-Creek Side Line - 3 rail fence by Lot Owner
Block 5, Lot 5	-Creek Side Line - 3 rail fence by Lot Owner
Block 5, Lots 5-8	-Rear Lot Line - 3 rail fence by Lot Owner

Block 5, Lot 9 -Rear Lot Line - 3 rail fence by Developer
-Rear Side Line - Yaupon hedge by Developer

*Section Two "A" – All rear fences on Property Line, all front fences on 25' setback line

Block 2, Lot 1 -Road Side Line - Yaupon hedge by Developer

Block 2, Lots 1-7 -Front Setback - 3 rail fence by Developer

-Rear Lot Line - 3 rail fence by Lot Owner

Block 2, Lot 7 -Open Space Line - 3 rail fence by Developer

Block 3, Lot 1 -Road Side Line - Yaupon hedge by Developer

Block 3, Lots 1-5 -Front Setback - 3 rail fence by Developer

-Rear Lot Line - 3 rail fence by Developer

Block 3, Lot 5 -Open Space Line - 3 rail fence by Developer

*Front fences may be "special residential design".

Section Two "C" – All rear fences on Property Line; all front fences on 25' setback line

Block 1, Lot 1 -Road Side Line - Yaupon hedge by Developer

Block 1, Lots 1-4 -Rear Lot Line - 3 rail fence by Developer

-Front Setback - 3 rail fence by Lot Owner

Block 1, Lots 5-15 -Front Setback - 3 rail fence by Lot Owner

Block 1, Lots 9-15 -Rear Lot Lines - Yaupon hedge by Developer after resident
moves in

Block 2, Lot 1 -Road Side Line - Yaupon hedge by Developer

-Rear Lot Line - 3 rail fence by Developer

Block 2, Lot 1-6 -Front Setback - 3 rail fence by Lot Owner

-Rear Lot Line - 3 rail fence by Lot Owner

Block 2, Lot 7-9 -Front Setback - 3 rail fence by Lot Owner

Block 2, Lot 8 -Road Side Line - 3 rail fence by Lot Owner

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

THIS SUPPLEMENTAL DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR FULBROOK, SECTION TWO-D (this "Supplemental Declaration") is made as of the date and year set forth on the signature page hereof, by Ft. Bend/Fulbrook, Ltd., a Texas limited partnership (herein referred to and acting as "Declarant").

WHEREAS, Declarant 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 (the "Official Records"), as amended by that certain Amendment dated December 7, 1999 which was filed under Clerk's File No. 1999106775 and recorded in the Official Records (the "Declaration");

WHEREAS, concurrently with the execution hereof, by that certain Declaration of Annexation instrument of even date herewith, Declarant annexed that certain tract of land which has been platted as Fulbrook, Section Two-D according to the plat thereof recorded under Slide Nos. 1983/B and 1984/A in the Plat Records of Fort Bend County, Texas into the jurisdiction of the Fulbrook Homeowners Association, Inc. and subjected such property to the provisions of the Declaration; and

WHEREAS, Declarant desires to subject the Lots in Fulbrook, Section Two-D (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 Fulbrook, Section Two-D 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. All capitalized terms used herein which are not otherwise defined herein shall have the meanings set forth for such terms in the Declaration.

SECTION 1. FENCES.

(a) All fences must be approved in writing by the Fulbrook New Construction Committee.

(b) 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>
Lots 1-9 in Block 1, Lots 1-8 in Block 2, Lots 1-3 in Block 3, Lots 1-7 in Block 4, Lots 1-7 in Block 5 and Lots 1-4 in Block 6	Front Lot line
Lots 1-8 in Block 2, Lots 1-7 in Block 4, Lots 1-6 in Block 7 and Lots 1-3 in Block 8	Rear Lot line
All Lots	Side Lot line bordering a reserve or road right-of-way

SECTION 2. ASSOCIATION EASEMENTS.

(a) There is hereby granted to the Association, its agents and employees, a perpetual easement twenty (20) in width and the right, but not the obligation, to plant and maintain a hedge of Yaupon or other plants at the following locations:

Lots 1-9 in Block 1 and Lots 1-3 in Block 3	Rear Lot line bordering the Weston Lakes Subdivision
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The rights hereby granted to the Association include the right to enter upon the affected Lots from time to time as necessary to install, maintain, or replace such hedge and other plants. Reliant-HL&P has a sixteen (16) foot wide easement on the property within the Western Lakes Subdivision which is immediately adjacent to above described lots. Any trees planted by the Association or by the Owner of a Lot along the rear line which grow into such adjacent easement may be trimmed or cut back by such utility company as may be necessary to operate and maintain its utility facilities.

(b) There is further hereby granted to the Association, for the use and enjoyment of its Members, a perpetual easement and the right to use the portion of Lot 3 in Block 3 which is within ten (10) feet of the front Lot line as a pedestrian walkway and trail. If such easement area is improved at a future date it may also be used for cycling purposes. The Association may, at its option, dedicate the easement and rights hereby granted to it for public use or may from time to time permit the use of such easements by individuals or groups who are not Members of the Association for specific events approved by the Board.

SECTION 3. UTILITY EASEMENTS.

(a) 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 (i) the portion of each Lot in the Subdivision which is within twenty-five (25) feet of a Road right-of-way and (ii) the portion of Lot 2 in Block 3 which is within five (5) feet of the southern boundary of such Lot 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.

(b) Declarant hereby grants to Reliant-HL&P a perpetual easement over the portions of Lots 1-9 in Block 1 and Lots 1-3 in Block 3 which are within twenty (20) feet of the rear lot line of such Lots adjacent to a sixteen (16) foot wide electric easement on the lots within the Weston Lakes Subdivision. Such easement may be used solely for the purpose of installing and maintaining electric transformers on concrete pedestals and related facilities required to provide electric service to such Lots. No electric service line parallel to the service line within the adjacent sixteen (16) foot utility easement (either overhead or underground) may be installed within this easement on such Lots.

SECTION 4. 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 not contain less nor more than the applicable minimum and maximum numbers of square feet hereinafter specified:

<u>Lot.</u>	<u>Minimum Square Feet</u>	<u>Maximum Square Feet</u>
Lots 1-9 in Block 1 and Lots 1-8 in Block 2	2,600 s.f. (1 story residence)	4,000 s.f. (1 story residence)
Lots 1-9 in Block 1 and Lots 1-8 in Block 2	2,800 s.f. (2 story residence)	5,000 s.f. (2 story residence)
Lots 1-3 in Block 3	3,000 s.f. (1 story residence)	4,500 s.f. (1 story residence)
Lots 1-3 in Block 3	3,300 s.f. (2 story residence)	7,000 s.f. (2 story residence)
Lots 1-7 in Block 4, Lots 1-7 in Block 5 and Lots 1-4 in Block 6	3,200 s.f. (1 story residence)	5,000 s.f. (1 story residence)

Lots 1-7 in Block 4, Lots 1-7 in Block 5 and Lots 1-4 in Block 6	3,700 s.f. (2 story residence)	9,000 s.f. (2 story residence)
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Lots 1-6 in Block 7 and Lots 1-3 in Block 8	3,200 s.f. (1 story residence)	5,000 s.f. (1 story residence)
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Lots 1-6 in Block 7 and Lots 1-3 in Block 8	3,700 s.f. (2 story residence)	8,000 s.f. (2 story residence)
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SECTION 5. BUILDING SETBACKS.

(a) The single family residences constructed on the Lots in Blocks 1, 2 and 3 may not be closer than one hundred (100) feet to the right-of-way of the Road at the front of the Lot.

(b) The single family residences constructed on the Lots in Blocks 4, 5 and 6 may not be closer than fifty (50) feet to the right-of-way of the Road at the front of the Lot.

(c) The single family residences constructed on the Lots in Blocks 7 and 8 may not be closer than forty (40) feet to the right-of-way of the Road at the front of the Lot.

SECTION 6. 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 an instrument evidencing the written consent of both (i) the Owners of a majority of the Lots subject to this Supplemental Declaration and (ii) Declarant, as long as Declarant owns any part of the Properties within the jurisdiction of the Association.

SECTION 7. 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.

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

IN WITNESS WHEREOF, this Supplemental Declaration is executed this 18th
day of May, 2000.

FT. BEND/FULBROOK, LTD.,
a Texas limited partnership

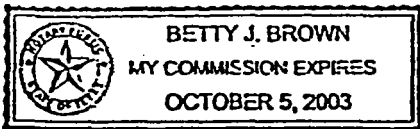
By: Ft. Bend/Fulbrook GP, Ltd.
general partner

By: Ft. Bend Land Development, Inc.,
general partner

By: *Douglas H. Konopka*
Its: VICE PRESIDENT

THE STATE OF TEXAS §
 §
COUNTY OF HARRIS §

This instrument was acknowledged before me on the 19th day of May,
2000 by Douglas H. Konopka, Vice President of Ft. Bend Land
Development, Inc., a Texas corporation which is the general partner of Ft. Bend/Fulbrook
GP, Ltd., a Texas limited partnership which is the general partner of Ft. Bend/Fulbrook,
Ltd., a Texas limited partnership, on behalf of said limited partnership.



Betty J. Brown
NOTARY PUBLIC IN AND FOR
THE STATE OF TEXAS

FILED AND RECORDED
OFFICIAL PUBLIC RECORDS

THIS DOCUMENT WAS
FILED BY AND
RETURNED TO:
CHARTER TITLE
4265 SAN FELIPE #350
HOUSTON, TX 77027

Dianne Wilson

05-22-2000 03:01 PM 2000041083
CT \$19.00
DIANNE WILSON, COUNTY CLERK
FORT BEND COUNTY, TEXAS

FILE COPY

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

THIS SUPPLEMENTAL DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR FULBROOK, SECTION TWO-E (this "Supplemental Declaration") is made as of the date and year set forth on the signature page hereof, by Ft. Bend/Fulbrook, Ltd., a Texas limited partnership (herein referred to and acting as "Declarant").

WHEREAS, Declarant executed that certain DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR FULBROOK dated June 15, 1999 (the "Declaration"), 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;

WHEREAS, by that certain Declaration of Annexation instrument dated April 23, 2001, Declarant annexed, among other property, that certain tract of land which has been platted as Fulbrook, Section Two-E according to the plat thereof recorded under Slide Nos. 2173 A in the Plat Records of Fort Bend County, Texas into the jurisdiction of the Fulbrook Homeowners Association, Inc. and subjected such property to the provisions of the Declaration; and

WHEREAS, Declarant desires to subject the Lots in Fulbrook, Section Two-E (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 Fulbrook, Section Two-E 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. All capitalized terms used herein which are not otherwise defined herein shall have the meanings set forth for such terms in the Declaration.

SECTION 1. FENCES.

(a) All fences must be approved in writing by the Fulbrook New Construction Committee.

(b) In order to maintain the theme and character of the Properties in general, and the uniform plan and character of 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:

2876.18\284665.1 RROSE

<u>Lot</u>	<u>Location of Fence</u>
All Lots in Blocks 1 and 2	Rear Lot Line
All Lots	Front Lot Line
All Lots	Side Lot Line bordering an open space reserve or road right of way

SECTION 2. ASSOCIATION LANDSCAPING EASEMENT. There is hereby granted to the Association, its agents and employees, a perpetual easement and the right, but not the obligation, to plant and maintain a hedge of Yaupon or another plant at the following locations:

Lot 4 in Block 1, Lot 5 in Block 2 and Lot 7 in Block 3	Side Lot Line adjacent to the Road right-of-way
---	---

The rights hereby granted to the Association include the right to enter upon the affected Lots from time to time as necessary to install, maintain, or replace such hedge.

SECTION 3. LIVING AREA REQUIREMENTS. The square feet of living area of the single family residences, exclusive of open porches and garages, constructed on certain of the Lots in the Subdivision shall not contain less nor more than the applicable minimum and maximum numbers of square feet hereinafter specified:

<u>Lot</u>	<u>Minimum Square Feet</u>	<u>Maximum Square Feet</u>
Lots 1-4 in Block 1 and Lots 1-7 in Block 2	3,500 s.f. (1 story residence)	5,000 s.f. (1 story residence)
	4,000 s.f. (2 story residence)	8,000 s.f. (2 story residence)
Lots 1-7 in Block 3	3,200 s.f. (1 story residence)	5,000 s.f. (1 story residence)
	3,700 s.f. (2 story residence)	9,000 s.f. (2 story residence)

SECTION 4. BUILDING SETBACKS. The single family residence constructed on any Lot in the Subdivision may not be closer than fifty (50) feet to the right-of-way of the Road at the front of the Lot.

SECTION 5. UTILITY EASEMENT. 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 6. 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 an instrument evidencing the written consent of both (i) the Owners of a majority of the Lots subject to this Supplemental Declaration and (ii) Declarant, as long as Declarant owns any part of the Properties within the jurisdiction of the Association.

SECTION 7. 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.

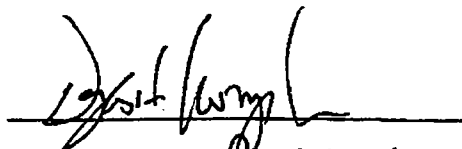
This Supplemental Declaration shall remain in full force and effect for the term, and shall be subject to the renewal and other provisions, of the Declaration.

IN WITNESS WHEREOF, this Supplemental Declaration is executed this 7th day of September, 2001.

FT. BEND/FULBROOK, LTD.,
a Texas limited partnership

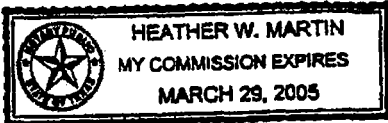
By: Ft. Bend/Fulbrook, GP, Ltd.,
general partner

By: Ft. Bend Land Development, Inc.,
general partner

By: 
Its: Vice President

THE STATE OF TEXAS §
 §
COUNTY OF HARRIS §

This instrument was acknowledged before me on the 1th day of September, 2001 by Douglas H. Konopka, Vice President of Ft. Bend Land Development, Inc., a Texas corporation which is the general partner of Ft. Bend/Fulbrook GP, Ltd., a Texas limited partnership which is the general partner of Ft. Bend/Fulbrook, Ltd., a Texas limited partnership, on behalf of said limited partnership.



Heather W. Martin

NOTARY PUBLIC IN AND FOR
THE STATE OF TEXAS

3rd. Charter Title Company
4265 San Felipe
Suite 350
Houston, TEXAS 77027
ATTN: Pam Chavez

FILED AND RECORDED
OFFICIAL PUBLIC RECORDS

Dianne Wilson

2001 NOV 29 01:33 PM 2001111718
DM \$17.00
DIANNE WILSON, COUNTY CLERK
FORT BEND COUNTY, TEXAS

FILE COPY

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

THIS SUPPLEMENTAL DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR FULBROOK, SECTION THREE-A (this "Supplemental Declaration") is made as of the date and year set forth on the signature page hereof, by Ft. Bend/Fulbrook, Ltd., a Texas limited partnership (herein referred to and acting as "Declarant").

WHEREAS, Declarant 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 (the "Official Records"), as amended by that certain Amendment dated December 7, 1999 which was filed under Clerk's File No. 1999106775 and recorded in the Official Records (the "Declaration");

WHEREAS, by that certain Declaration of Annexation instrument dated April 23, 2001, Declarant annexed, among other property, that certain tract of land which has been platted as Fulbrook, Section Three-A according to the plat thereof recorded under Slide Nos. 2174/A in the Plat Records of Fort Bend County, Texas into the jurisdiction of the Fulbrook Homeowners Association, Inc. and subjected such property to the provisions of the Declaration; and

WHEREAS, Declarant desires to subject the Lots in Fulbrook, Section Three-A (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 Fulbrook, Section Three-A 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. All capitalized terms used herein which are not otherwise defined herein shall have the meanings set forth for such terms in the Declaration.

SECTION 1. FENCES.

(a) All fences must be approved in writing by the Fulbrook New Construction Committee.

(b) 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

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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	Side Lot line bordering an open space reserve or road right-of-way
All Lots in Blocks 3, 4 and 5	Rear Lot line

SECTION 2. DRAINAGE EASEMENT. There is hereby granted to the Association, its agents and employees, a perpetual easement fifteen (15) in width for drainage purposes at the following locations:

<u>Lot</u>	<u>Location of Fence</u>
Lot 10 in Block 2	Along and parallel to the eastern side Lot line
Lot 11 in Block 2	Along and parallel to the western side Lot line
Lot 5 in Block 4	Along and parallel to the eastern side Lot line

The easement hereby granted includes the right to construct, operate, maintain, repair and replace storm sewer lines and other drainage facilities within such easements.

SECTION 3. 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 4. 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 not contain less nor more than the applicable minimum and maximum numbers of square feet hereinafter specified:

<u>Lot</u>	<u>Minimum Square Feet</u>	<u>Maximum Square Feet</u>
Lots 1-7 in Block 3, Lots 1-12 in Block 4 and Lots 1-5 in Block 5	2,800 s.f. (1 story residence)	5,000 s.f. (1 story residence)
	3,200 s.f. (2 story residence)	7,000 s.f. (2 story residence)
Lots 1-9 in Block 1, and Lots 1-11 in Block 2	3,200 s.f. (1 story residence)	5,000 s.f. (1 story residence)
	3,700 s.f. (2 story residence)	9,000 s.f. (2 story residence)

In the event that two (2) or more Lots are consolidated for one (1) single family residence, the applicable maximum square feet of living area numbers specified above shall be increased by 25%.

SECTION 5. BUILDING SETBACKS.

(a) The single family residences constructed on the Lots in the Subdivision may not be closer than sixty (60) feet from the right-of-way of the Road at the front of the Lot.

(b) The single family residences and driveways constructed on the Lots in the Subdivision shall not be closer than twenty-five (25) feet from an adjacent Lot; provided however, with the approval of the Fulbrook New Construction Committee, the driveway turnaround for a single family residence with a side entry garage on a Lot with a width of less than one hundred and sixty (160) feet at the front of the Lot may be located so that it is not closer than fifteen (15) feet from an adjacent Lot.

SECTION 6. 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 an instrument evidencing the written consent of both (i) the Owners of a majority of the Lots subject to this Supplemental Declaration and (ii) Declarant, as long as Declarant owns any part of the Properties within the jurisdiction of the Association.

SECTION 7. 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:

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

IN WITNESS WHEREOF, this Supplemental Declaration is executed this 7th day of September, 2001.

FT. BEND/FULBROOK, LTD.,
a Texas limited partnership

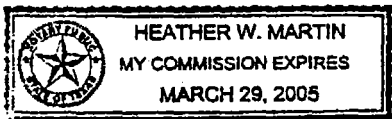
By: Ft. Bend/Fulbrook GP, Ltd.
general partner

By: Ft. Bend Land Development, Inc.,
general partner

By: *Douglas H. Konopka*
Its: Vice President

THE STATE OF TEXAS §
 §
COUNTY OF HARRIS §

This instrument was acknowledged before me on the 7th day of September, 2001 by Douglas H. Konopka, Vice President of Ft. Bend Land Development, Inc., a Texas corporation which is the general partner of Ft. Bend/Fulbrook GP, Ltd., a Texas limited partnership which is the general partner of Ft. Bend/Fulbrook, Ltd., a Texas limited partnership, on behalf of said limited partnership.



Heather W. Martin
NOTARY PUBLIC IN AND FOR
THE STATE OF TEXAS

Ret. Charter Title Company

4265 San Felipe

Suite 350

HOUSTON, TEXAS 77027

ATTN: Pam Chavez

FILED AND RECORDED
OFFICIAL PUBLIC RECORDS

Dianne Wilson

2001 NOV 29 01:33 PM 2001111717

DM \$17.00

DIANNE WILSON, COUNTY CLERK
FORT BEND COUNTY, TEXAS



**SUPPLEMENTAL DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS FOR
FULBROOK, SECTION FOUR-A**

THIS SUPPLEMENTAL DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR FULBROOK, SECTION FOUR-A (this "Supplemental Declaration") is made as of the date and year set forth on the signature page hereof, 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 (the "Official Records"), as amended by various amendment instruments recorded in the Official Records (the "Declaration");

WHEREAS, by that certain Declaration of Annexation instrument dated April 23, 2001, Fort Bend/Fulbrook, Ltd. annexed, among other property, that certain tract of land which has been platted as Fulbrook, Section Four-A according to the plat thereof recorded under Slide No. 2174/A in the Plat Records of Fort Bend County, Texas into the jurisdiction of the Fulbrook Homeowners Association, Inc. and subjected such property to the provisions of 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 and recorded in the Official Records; and

WHEREAS, Declarant desires to subject the Lots in Fulbrook, Section Four-A (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 Fulbrook, Section Four-A 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. All capitalized terms used herein which are not otherwise defined herein shall have the meanings set forth for such terms in the Declaration.

SECTION 1. FENCES.

(a) All fences must be approved in writing by the Fulbrook New Construction Committee.

(b) 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 and side Lot line bordering an open space reserve (other than Reserve "C" for Pecan Lake), road right-of-way or Weston Lakes

SECTION 2. LANDSCAPE EASEMENT. There is hereby granted to the Association, its agents and employees, a perpetual easement thirty (30) in width for landscape purposes along and parallel to the western boundary of Lot 11 in Block 1 of the Subdivision. The easement hereby granted includes the right, but not the obligation, to plant and maintain landscaping within such easement.

SECTION 3. 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 4. 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 not contain less nor more than the applicable minimum and maximum numbers of square feet hereinafter specified:

<u>Number of Stories</u>	<u>Minimum Square Feet</u>	<u>Maximum Square Feet</u>
1 Story Residence	2,600 s.f.	5,000 s.f.
2 Story Residence	3,000 s.f.	5,500 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 increased by 25% for the resulting replatted consolidated Lot.

SECTION 5. BUILDING SETBACKS.

(a) The single family residences constructed on the Lots in the Subdivision may not be closer than fifty (50) feet from the right-of-way of the Road at the front of the Lot.

(b) The single family residences constructed on the Lots in the Subdivision shall not be closer than fifteen (15) feet from an adjacent Lot. The driveway on each Lot shall not be closer than ten (10) feet from the adjacent Lot.

SECTION 6. TREES. Prior to occupancy of the residence on a Lot in the Subdivision, oak trees of a type specified by the New Construction Committee having a minimum caliper of 3 inches at the point one (1) foot above the ground must be planted on each side of the driveway at a location not more than ten (10) feet from the front Lot line.

SECTION 7. 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 an instrument evidencing the written consent of both (i) the Owners of a majority of the Lots subject to this Supplemental Declaration and (ii) Declarant, as long as Declarant owns any part of the Properties within the jurisdiction of the Association.

SECTION 8. 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.

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

IN WITNESS WHEREOF, this Supplemental Declaration is executed this 1st day of November, 2005.

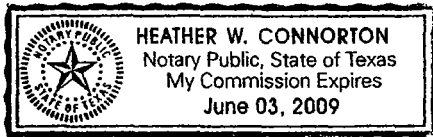
FULBROOK PARTNERS, LTD.,
a Texas limited partnership

By: Fulshear/Fulbrook GP, L.L.C.,
General Partner

By: [Signature]
Its: [Signature]

THE STATE OF TEXAS §
 §
COUNTY OF HARRIS §

This instrument was acknowledged before me on the 1st day of November, 2005 by Douglas H. Longpre, manager of Fulshear/Fulbrook GP, L.L.C., a Texas limited liability company, which is the general partner of Fulbrook Partners, Ltd., a Texas limited partnership, on behalf of said limited partnership.



[Signature]
NOTARY PUBLIC IN AND FOR
THE STATE OF TEXAS

FILED AND RECORDED

OFFICIAL PUBLIC RECORDS

[Signature: Dianne Wilson]

2005 Nov 03 01:52 PM 2005134746

KW \$21.00

Dianne Wilson, Ph.D. COUNTY CLERK
FT BEND COUNTY TEXAS

Preliminary Construction Agreement

1. **PARTIES:** This agreement is between _____
_____ (“Buyer”) and Steve Epps Custom Homes (“Builder”).
2. **PROPERTY:** _____
3. **CONTRACT SALES PRICE:** Final price to be determined at time Buyer and Builder finalize construction plans.
4. **EARNEST MONEY:** Buyer has deposited _____ with Builder for the express purpose of developing construction drawings and estimation of costs to construct. Should the Buyer determine not to proceed with the project, Builder shall use such funds as necessary to pay professional fees incurred. Remaining funds, if any, shall be remitted to the Buyer. Should Builder and Buyer enter into a final construction agreement, all earnest money shall be applied as a deposit on the contract amount. Construction will begin within 12 months from date of this agreement.
5. **SCOPE OF WORK TO BE PERFORMED:** Builder shall assist Buyer in the acquisition of an acceptable building site, securing interim financing for the project, design, and architectural requirements for a complete set of engineered construction drawings, and construction costs.
6. **CONSTRUCTION:** At the time final construction plans and pricing have been determined and Buyer is prepared to begin the project, Builder and Buyer shall agree to its terms, which will require signed contract, specifications, and plans. Should Builder and Buyer be unable to agree to terms, the remaining earnest money, if any per paragraph 4 above shall be returned to the Buyer.

Signed this _____ day of _____, 2005.

Buyer / Date

Buyer / Date

Steve Epps Custom Homes / Date

Return to:
San LaGrone
CHARTER TITLE COMPANY
4265 San Felipe, Suite 350
Houston, TX 77027



RESTRICT

2006149073

4 PGS

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

THIS SUPPLEMENTAL DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR FULBROOK, SECTION TWO-F (this "Supplemental Declaration") is made as of the date and year set forth on the signature page hereof, 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 (the "Official Records"), as amended by various amendment instruments recorded in the Official Records (the "Declaration"); and

WHEREAS, by that certain Declaration of Annexation instrument dated April 23, 2001, Fort Bend/Fulbrook, Ltd. annexed, among other property, that certain tract of land which has been platted as Fulbrook, Section Two-F according to the plat thereof recorded as Plat No. 20060241 in the Plat Records of Fort Bend County, Texas into the jurisdiction of the Fulbrook Homeowners Association, Inc. and subjected such property to the provisions of 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 and recorded in the Official Records; and

WHEREAS, Declarant desires to subject the Lots in Fulbrook, Section Two-F (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 Fulbrook, Section Two-F 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. All capitalized terms used herein which are not otherwise defined herein shall have the meanings set forth for such terms in the Declaration.

SECTION 1. FENCES.

(a) All fences must be approved in writing by the Fulbrook New Construction Committee.

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(b) 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 and Rear Lot line
All Lots	Side Lot line 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 not contain less nor more than the applicable minimum and maximum numbers of square feet hereinafter specified:

<u>Number of Stories</u>	<u>Minimum Square Feet</u>	<u>Maximum Square Feet</u>
Lots 1-4 in Block 3	3,500 s.f. (1 story residence)	5,000 s.f. (1 story residence)
	4,000 s.f. (2 story residence)	8,000 s.f. (2 story residence)
All other Lots	3,200 s.f. (1 story residence)	5,000 s.f. (1 story residence)
	3,700 s.f. (2 story residence)	8,000 s.f. (2 story residence)

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 increased by 25% for the resulting replatted consolidated Lot.

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SECTION 4. BUILDING SETBACKS. The single family residences constructed on Lots 1 through 4 of Block 3 in the Subdivision shall not be closer than one hundred (100) feet from the right-of-way of the Road at the front of the Lot. The residences constructed on all other Lots in the Subdivision shall not be closer than fifty (50) feet from the right-of-way of the Road at the front of the Lot.

SECTION 5. 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 an instrument evidencing the written consent of both (i) the Owners of a majority of the Lots subject to this Supplemental Declaration and (ii) Declarant, as long as Declarant owns any part of the Properties within the jurisdiction of the Association.

SECTION 6. 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.

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

IN WITNESS WHEREOF, this Supplemental Declaration is executed this 22nd day of NOVEMBER, 2006.

FULBROOK PARTNERS, LTD.,
a Texas limited partnership

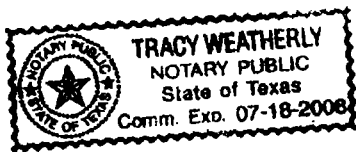
By: Fulshear/Fulbrook GP, L.L.C.,
General Partner


By: [Signature]

Its: MANAGER

THE STATE OF TEXAS §
 §
COUNTY OF HARRIS §

This instrument was acknowledged before me on the 20 day of November 2006 by Douglas H. Koppke, President of Fulshear/Fulbrook GP, L.L.C., a Texas limited liability company, which is the general partner of Fulbrook Partners, Ltd., a Texas limited partnership, on behalf of said limited partnership.




NOTARY PUBLIC IN AND FOR
THE STATE OF TEXAS

FILED AND RECORDED

OFFICIAL PUBLIC RECORDS



2006 Nov 29 02:42 PM

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LJ \$21.00

Dianne Wilson, Ph.D. COUNTY CLERK

FT BEND COUNTY TEXAS

15



Return to:
Sari LaGrone
CHARTER TITLE COMPANY
4266 San Felipe, Suite 350
Houston, TX 77027

**AMENDED AND RESTATED
SUPPLEMENTAL DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS FOR
FULBROOK, SECTION FIVE-A**

THIS AMENDED AND RESTATED SUPPLEMENTAL DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR FULBROOK, SECTION FIVE-A (this "Supplemental Declaration") is made as of the date and year set forth on the signature page hereof, 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 (the "Official Records"), as amended by various amendment instruments recorded in the Official Records (the "Declaration");

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 and recorded in the Official Records;

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 Records, Declarant annexed, among other property, that certain tract of land which has been platted as Fulbrook, Section Five-A according to the plat thereof recorded as Plat No. 20070026 in the Plat Records of Fort Bend County, Texas into the jurisdiction of the Fulbrook Homeowners Association, Inc. (the "HOA") and subjected such property to the provisions of the Declaration;

WHEREAS, as contemplated by the Declaration and in accordance with the provisions thereof, Declarant subjected the Lots in Fulbrook, Section Five-A (the "Subdivision") to the provisions of that certain Supplemental Declaration of Covenants, Conditions and Restrictions for Fulbrook, Section Five-A filed under Clerk's File No. 2007039516 and recorded in the Official Records (the "Original Supplemental Declaration");

WHEREAS, Declarant owns all of the Lots subject to the Original Supplemental Declaration and desires to amend and restate the Original Supplemental Declaration in certain respects.

NOW, THEREFORE, Declarant does hereby declare that the Lots within Fulbrook, Section Five-A shall be held, transferred, sold, conveyed, used and occupied subject to the covenants, restrictions, easements, charges and liens set forth in this Amended and Restated Supplemental Declaration, in addition of those contained in the

Declaration. All capitalized terms used herein which are not otherwise defined herein shall have the meanings set forth for such terms in the Declaration.

SECTION 1. FENCES.

(a) All fences must be approved in writing by the Fulbrook New Construction Committee.

(b) 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 and Rear Lot line (except for a Rear Lot line bordering Reserve G as shown on the plat of the Subdivision)
All Lots	Side Lot line bordering an open space reserve (except Reserve G as shown on the plat of the Subdivision) 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 not contain less nor more than the applicable minimum and maximum numbers of square feet hereinafter specified:

<u>Number of Stories</u>	<u>Minimum Square Feet</u>	<u>Maximum Square Feet</u>
1 story residence	3,700 s.f.	6,000 s.f.
2 story residence	4,500 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 increased by 25% for the resulting replatted consolidated Lot.

SECTION 4. BUILDING SETBACKS. The single family residences constructed on Lots 1 through 15 of Block 1 shall not be closer than seventy-five (75) feet from the right-of-way of the Road at the front of such Lots. The residences constructed on all other Lots 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. 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 the single family residence constructed on Lot 15 of Block 1 in the Subdivision which shall not be closer than fifty (50) feet from the side lot lines of such Lot.

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.

SECTION 6. TRAIL. The HOA shall maintain a pedestrian trail within the road right of way located between the paving of Riverlake Road and the lot lines of Lots 1 through 5 of Block 1.

SECTION 7. GARAGES. 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 the following Lots in the Subdivision shall have constructed and maintained a garage in accordance with the following restrictions:

<u>Lots</u>	<u>Location of Garage and/or Garage doors</u>
Lot 1, Block 1	Garage doors must not face northwest, west, or southwest
Lot 15, Block 1	Garage must be located on side of Lot closest to Lot 14 of Block 1
Lot 1, Block 2	Garage must be located on side of Lot closest to Lot 2 of Block 2
Lot 7, Block 2	Garage must be located on side of Lot furthest from Lot 6 of Block 2

SECTION 8. DRIVEWAY. The driveway for the residence on Lot 5 of Block 1 must connect with Old Pecan Trail. Access to Riverlake Road is not permitted from such Lot.

SECTION 9. 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 an instrument evidencing the written consent of both (i) the Owners of a majority of the Lots subject to this Supplemental Declaration and (ii) Declarant, as long as Declarant owns any part of the Properties within the jurisdiction of the Association.

SECTION 10. 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.

This Supplemental Declaration replaces the Original Supplemental Declaration in its entirety. Further, this Supplemental Declaration shall remain in full force and effect for the term, and shall be subject to the renewal and other provisions, of the Declaration.

IN WITNESS WHEREOF, this Supplemental Declaration is executed this 11th day of April, 2007.

FULBROOK PARTNERS, LTD.,
a Texas limited partnership

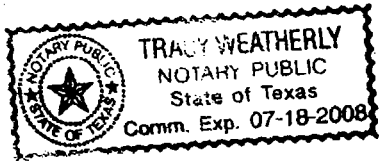
By: Fulshear/Fulbrook GP, L.L.C.,
General Partner

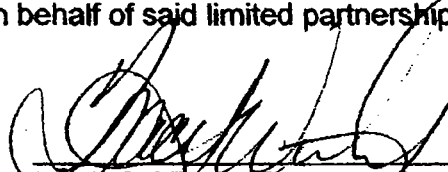
By: [Signature]

Its: President

THE STATE OF TEXAS §
 §
COUNTY OF HARRIS §

This instrument was acknowledged before me on the 11 day of April, 2007 by Paula Brooks, President of Fulshear/Fulbrook GP, L.L.C., a Texas limited liability company, which is the general partner of Fulbrook Partners, Ltd., a Texas limited partnership, on behalf of said limited partnership.





NOTARY PUBLIC IN AND FOR
THE STATE OF TEXAS

FILED AND RECORDED

OFFICIAL PUBLIC RECORDS

Dr. Dianne Wilson

2007 Apr 12 11:32 AM

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CAK \$29.00

Dianne Wilson, Ph.D. COUNTY CLERK
FT BEND COUNTY TEXAS



RESTRICT

2007064483

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

THIS SUPPLEMENTAL DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR FULBROOK, SECTION THREE-B (this "Supplemental Declaration") is made as of the date and year set forth on the signature page hereof, 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 (the "Official Records"), as amended by various amendments recorded in the Official Records (the "Declaration");

WHEREAS, Declarant is the success 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 and recorded in the Official Records; and

WHEREAS, by that certain Declaration of Annexation instrument dated January 31, 2006, Declarant annexed, among other property, that certain 38.4543 acre tract of land which has been platted as Fulbrook, Section Three-B according to the plat thereof recorded under Plat No. 20070094 in the Plat Records of Fort Bend County, Texas into the jurisdiction of the Fulbrook Homeowners Association, Inc. and subjected such property to the provisions of the Declaration; and

WHEREAS, Declarant desires to subject the Lots in Fulbrook, Section Three-B (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 Fulbrook, Section Three-B 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. All capitalized terms used herein which are not otherwise defined herein shall have the meanings set forth for such terms in the Declaration.

SECTION 1. FENCES.

(a) All fences must be approved in writing by the Fulbrook New Construction Committee.

(b) 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	Side Lot line bordering a reserve or road right-of-way
All Lots in Block 2	Rear Lot line

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 not contain less nor more than the applicable minimum and maximum numbers of square feet hereinafter specified:

<u>Lot</u>	<u>Minimum Square Feet</u>	<u>Maximum Square Feet</u>
Lots 4-11 in Block 2	2,800 s.f. (1 story residence)	5,000 s.f. (1 story residence)
	3,200 s.f. (2 story residence)	7,000 s.f. (2 story residence)
Lots 1-12 in Block 1 and Lots 1-3 in Block 2	3,200 s.f. (1 story residence)	5,000 s.f. (1 story residence)
	3,700 s.f. (2 story residence)	9,000 s.f. (2 story residence)

In the event that two (2) or more Lots are consolidated for one (1) single family residence, the applicable maximum square feet of living area numbers specified above shall be increased by 25%.

SECTION 4. BUILDING SETBACKS.

(a) The single family residences constructed on the Lots in the Subdivision may not be closer than sixty (60) feet from the right-of-way of the Road at the front of the Lot.

(b) Unless otherwise approved in writing by the Fulbrook New Construction Committee, the single family residences and driveways constructed on the Lots in the Subdivision shall not be closer than twenty-five (25) feet from an adjacent Lot.

SECTION 5. 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 an instrument evidencing the written consent of both (i) the Owners of a majority of the Lots subject to this Supplemental Declaration and (ii) Declarant, as long as Declarant owns any part of the Properties within the jurisdiction of the Association.

SECTION 6. 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.

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

IN WITNESS WHEREOF, this Supplemental Declaration is executed this 24th day of May, 2007.

FULBROOK PARTNERS, LTD.,
a Texas limited partnership

By: Fulshear/Fulbrook GP, L.L.C.,
General Partner

By:



Douglas H. Konopka

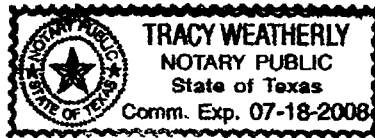
Its:



Fulbrook Partners

THE STATE OF TEXAS §
 §
COUNTY OF HARRIS §

This instrument was acknowledged before me on the 24 day of May, 2007 by Douglas H. Kingma, President of Fulshear/Fulbrook GP, L.L.C., a Texas limited liability company, which is the general partner of Fulbrook Partners, Ltd., a Texas limited partnership, on behalf of said limited partnership.



[Signature]
NOTARY PUBLIC IN AND FOR
THE STATE OF TEXAS

After Recording, Return To: *RR*
COATS | ROSE
A Professional Corporation
Attorneys at Law
3 Greenway Plaza
Suite 2000
Houston, Texas 77046

RR

002876.000018/964179.1

FILED AND RECORDED
OFFICIAL PUBLIC RECORDS
Ds. Dianne Wilson
2007 May 29 12:06 PM 2007064483
JW \$21.00
Dianne Wilson, Ph.D. COUNTY CLERK
FT BEND COUNTY TEXAS