

# Fulbrook on Fulshear Creek Homeowners Association, Inc.

Welcome Packages



# FULBROOK

ON FULSHEAR CREEK

AT HOME WITH NATURE

**WELCOME PACKET**

***ABOUT FULBROOK ON FULSHEAR CREEK HOMEOWNERS ASSOCIATION, INC.  
THE COMMUNITY ASSOCIATION***

The Fulbrook on Fulshear Creek Homeowners Association, Inc. is a non-profit corporation chartered under the laws of the State of Texas. Membership is mandatory and each owner automatically becomes a member of the Association upon acquiring a home in Harvest Green. The Association is governed by the Declaration of Covenants, Conditions and Restrictions and operates according to the By-Laws of the Association.

One of the major responsibilities of the Association is to protect the homeowner's investment and enhance the value of their property. The Association provides for the maintenance and operation of the common areas and facilities such as landscaped areas, pool, and recreation areas. The Association is also responsible for enforcing the protective covenants and may do anything lawful to protect, beautify or benefit the property under its jurisdiction, such as, care for vacant and unkempt lots, pay for the cost of maintaining the common areas, operation of street lights, lighting at entries, administrative expenses, etc.

The Association collects an annual assessment from the owners of each lot. This assessment is due by January 1st. Any assessment not paid within thirty days after the due date shall bear interest from the date. Assessments, late charges, costs and reasonable attorney's fees, shall be a charge on the land and shall be a continuing lien upon the property. The Association may bring an action at law against the owners personally obligated to pay the same or foreclose the lien against the property.

The affairs of the Association are managed by a board of three (3) directors. The original Board of Directors is appointed by the developer and the developer may retain control and authority to appoint all members of the Board until the last lot is sold or a document releasing control is recorded by the developer in the Real Property Records of Fort Bend County prior to that time. The Board of Directors is required to determine the policies of the Association. Each Director must use their best discretion, care and diligence in the performance of their duties. The Directors do not receive any compensation for their services.

Architectural Control is monitored by the Architectural Review Committee (ARC). The ARC is organized to provide and maintain uniformity and harmony in the construction of improvements to the homes in Fulshear Creek. Any improvement made to the exterior of your home or property must have prior approval of the Architectural Review Committee.

The Association's Declaration provides several restrictions prohibiting activities that tend to decrease property values. Some of these restrictions include: Lots shall not be used for storage of materials and/or equipment other than normal residential requirements or for construction of improvements as permitted by Deed Restrictions. No boats, trailers, motor homes or commercial vehicles may be kept or stored in public view. Pets must be leashed when not confined.

There are many other use restrictions established for your Association. Article VI of the Declaration of Covenants, Conditions and Restrictions enumerates them for you. If you have a question or are unsure if something is acceptable, please contact your management company at 281-857-6027. The Association hopes this gives you an overview of what an Association is, and why you have one. If you have any questions, please feel free to call.



Dear Fulbrook on Fulshear Creek Resident(s),

We are proud to have been named the new managing agent for your community as of November 1, 2016. We at LEAD Association Management, Inc. are industry professionals who believe in highly personalized service and care built on the foundation of solid relationships. We are ready to assist you and answer any questions you may have relating to your Homeowners' Association.

LEAD's approach to providing management services for Community Associations emphasizes efficient and professional service to the residents, enhancement of property values, financial responsibility, judicious enforcement of the governing documents, proactive physical property management, and maintaining open lines of communication between the property owners, the Board, and management.

Please complete and return the enclosed owner information form. Note that your information will be used solely for the purpose of Association correspondence. **You may fill out as much or little on this form as you like. However, please ensure we have a good phone number for you, an email address that you prefer our office/board to use when sending email notifications about your HOA.**

In order to better meet your needs, you should know who the LEAD management team is:

**Kelsey Sandlin** is the Client Support Manager who communicates with homeowners regarding questions and concerns relating to the management of the community. She also assists the Client Manager to implement the decisions and policy established by the board of directors. You may contact Kelsey via email: [kelseys@lead-inc.com](mailto:kelseys@lead-inc.com) or phone: 281-624-4232

**Carmen Guzman** is the Onsite Office Coordinator, who also communicates with homeowners with questions relating to the use or access to the common area such as pool cards, Lodge rentals, etc. please contact Carmen at [fulbrookonfulshearcreek.oc@lead-inc.com](mailto:fulbrookonfulshearcreek.oc@lead-inc.com) or by phone at 281-346-3076

**Sonia Lopez** is the contact for questions pertaining to your account. You may reach Sonia via email at [sonia@lead-inc.com](mailto:sonia@lead-inc.com) or phone at 281-857-6027.

LEAD's office hours are 8:30 a.m. to 5:00 p.m. Monday through Friday. Should an emergency arise outside of these hours, our 24-hour answering service will ensure a prompt response to the emergency. We look forward to working with you in your community!

Sincerely,

A handwritten signature in black ink, appearing to be "Syd M. Talley", written in a cursive style.

Syd M. Talley, President



*Fulbrook on Fulshear Creek Homeowners Association, Inc.*

*Garbage Pick Up Schedule*

To begin trash services, please call the City of Fulshear Utility Department at 281-346-1796.

Billing for waste services is not included in your yearly assessment and is individually billed monthly to each resident through WCA. If you have any questions about trash pick-up, please call WCA at 281-368-8397 or visit them online at <http://www.wcawaste.com/>.

**Trash & Recycle Cans** – WCA provides a 95-gallon carts for solid-waste for all homeowners.

- House hold trash and recycle pick-up days are every Wednesday.
- All garbage will be collected at **curbside**.
- Bulk trash must be placed beside the provided carts for pick up.

**Yard Trimmings** - Yard Trimmings, grass clippings, small branches and leaves will be picked up curbside.

- Branches must be put in bundles and cannot exceed 5 feet in length, 3 inches in diameter, and weigh no more than 40 pounds.
- More information can be found online at <http://www.wcawaste.com/>

If you should have any further questions you may contact WCA - Customer Service at 281-368-8397 or online at <http://www.wcawaste.com/>

**\*Trash may only be placed outside for collection by 7:00 am to guarantee pick up. Such trash must be contained to protect from animals or spillage, and trash cans must be removed from sight the same evening of collection. \***

*Fulbrook on Fulshear Creek Homeowners Association, Inc.*

*Helpful Telephone Numbers*

SCHOOL DISTRICT:

|                                |              |
|--------------------------------|--------------|
| LAMAR CISD                     | 832-223-0000 |
| HUGGINS ELEMENTARY SCHOOL      | 832-223-1600 |
| DEAN LEAMAN JUNIOR HIGH SCHOOL | 832-223-5200 |
| FULSHEAR HIGH SCHOOL           | 832-223-5000 |
| FOSTER HIGH SCHOOL             | 832-223-3800 |

POLICE PROTECTION:

|                                    |              |
|------------------------------------|--------------|
| EMERGENCY                          | 911          |
| CITY OF FULSHEAR POLICE DEPARTMENT | 281-346-2202 |

FIRE PROTECTION:

|                          |              |
|--------------------------|--------------|
| FULSHEAR FIRE DEPARTMENT |              |
| EMERGENCY                | 911          |
| NON-EMERGENCY            | 281-346-2800 |

ELECTRIC SERVICE:

|   |   |
|---|---|
| CENTERPOINT ENERGY  | <a href="https://power-express.com/?lead">https://power-express.com/?lead</a><br>713-207-2222 |
| <b>REPORT STREET LIGHT OUTAGES</b>  |   |
| <a href="HTTPS://SLO.CENTERPOINTENERGY.COM/">HTTPS://SLO.CENTERPOINTENERGY.COM/</a> |   |

GAS SERVICE:

|                    |              |
|--------------------|--------------|
| CENTERPOINT ENERGY | 713-659-2111 |
|--------------------|--------------|

TRASH PICK UP:

|                  |              |
|------------------|--------------|
| CITY OF FULSHEAR | 281-346-1796 |
| WCA              | 281-368-8397 |

WATER & SEWER SERVICE:

|                  |              |
|------------------|--------------|
| CITY OF FULSHEAR | 281-346-8830 |
|------------------|--------------|

**SUBMIT UTILITY PAYMENTS ONLINE**

<https://www.municipalonlinepayments.com/fulsheartx>

POST OFFICE:

|               |              |
|---------------|--------------|
| FULSHEAR USPS | 281-533-9146 |
|---------------|--------------|

HOMEOWNERS ASSOCIATION:

|                                       |  |
|---------------------------------------|--|
| LEAD ASSOCIATION MANAGEMENT, INC.     | 281-857-6027   |
| KELSEY SANDLIN-CLIENT SUPPORT MANAGER | <a href="mailto:kelseys@LEAD-INC.COM">kelseys@LEAD-INC.COM</a>               |
| FULBROOK ON FULSHEAR CREEK WEBSITE    | <a href="http://FULBROOKONFULSHEARCREEK.ORG">FULBROOKONFULSHEARCREEK.ORG</a> |

**FULBROOK ON FULSHEAR CREEK HOMEOWNERS ASSOCIATION, INC.**

FOR OFFICE USE ONLY

Date received \_\_\_\_\_

**C/O LEAD ASSOCIATION MANAGEMENT, INC.**

13231 Champion Forest Drive, Suite 112

Houston, Texas 77069

Phone: 281-857-6027

Email: [CSM@lead-inc.com](mailto:CSM@lead-inc.com) **OWNER/RESIDENT INFORMATION FORM**

**Owners are required to provide the Association with the following information within 30 days of acquiring an interest in a property. This information can be critical in an emergency.**

Property Address: Owner  Resident

Full Name: Mr.  Ms.  Miss.  Mrs.  Dr.

Mailing Address: City State Zip

Home Phone: Business Phone:

Fax: Mobile Phone:

E-Mail Address:

**SPOUSE INFORMATION:**

Name: Mr.  Ms.  Miss.  Mrs.  Dr.

Business Phone: Mobile Phone:

Other: Fax:

E-Mail Address:

Children/Other Resident Names Date of Birth Sex

**VEHICLES**

**LICENSE TAG: YEAR: MAKE: MODEL: COLOR:**

**EMERGENCY CONTACT**

Full Name: Relationship:

Home Phone: Business Phone:

Mobile Phone:

This information will be kept confidential. The purpose of the request is to maintain proper records, identify the residents entitled to use the facilities, and have emergency contact information.

Please send this completed form via email at [CSM@LEAD-INC.COM](mailto:CSM@LEAD-INC.COM) or mail to – 13231 Champion Forest Drive, Suite 112 Houston, TX 77069

# Fulbrook on Fulshear Creek Homeowners Association, Inc.

Insurance Declaration Pages





# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
10/20/2020

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

|   |   |  |               |
|---|---|--|---------------|
| <b>PRODUCER</b><br>Brady, Chapman, Holland & Associates, Inc.<br>10055 West Gulf Bank<br>Houston TX 77040   | <b>CONTACT NAME:</b><br>PHONE (A/C, No, Ext): 713-688-1500      FAX (A/C, No): 713-688-7967 |  |               |
|   | <b>E-MAIL ADDRESS:</b> ehoacerts@bch-insurance.com  |  |               |
| <b>INSURED</b><br>Fulshear Creek Crossing Homeowners Association, Inc.<br>c/o Lead Association Management, Inc.<br>13231 Champions Forest Drive, Ste. 112<br>Houston TX 77069 | <b>INSURER(S) AFFORDING COVERAGE</b>  |  | <b>NAIC #</b> |
|   | <b>INSURER A:</b> Central Mutual Insurance Co.  |  | 20230         |
|   | <b>INSURER B:</b> Navigators Ins. Co. (Crump Ins. )   |  | 42307         |
|   | <b>INSURER C:</b> TravelersCas&Sur Co of AM Travelers Ins                                   |  | 25666         |
|   | <b>INSURER D:</b> Continental Casualty Company (IAG)  |  | 20443         |
|   | <b>INSURER E:</b> RSUI Indemnity Co. (AWb)  |  | 22314         |
| <b>INSURER F:</b>   |   |  |               |

### COVERAGES

CERTIFICATE NUMBER: 774691187

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

| INSR LTR | TYPE OF INSURANCE  | ADDL INSD                                    | SUBR WVD | POLICY NUMBER  | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS  |
|----------|--|--|----------|----------------|-------------------------|-------------------------|---|
| A        | <input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b><br><input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR<br><input checked="" type="checkbox"/> **Hired & Non<br><input type="checkbox"/> Owned Auto Liab<br>GEN'L AGGREGATE LIMIT APPLIES PER:<br><input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC<br><input type="checkbox"/> OTHER: |  |          | CLP9763013     | 10/15/2020              | 10/15/2021              | EACH OCCURRENCE \$ 1,000,000<br>DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000<br>MED EXP (Any one person) \$ Excluded<br>PERSONAL & ADV INJURY \$ 1,000,000<br>GENERAL AGGREGATE \$ 2,000,000<br>PRODUCTS - COMP/OP AGG \$ 2,000,000<br>Hired/Non Owned Auto \$ Included** |
|          | <b>AUTOMOBILE LIABILITY</b><br><input type="checkbox"/> ANY AUTO<br><input type="checkbox"/> OWNED AUTOS ONLY<br><input type="checkbox"/> HIRED AUTOS ONLY<br><input type="checkbox"/> SCHEDULED AUTOS<br><input type="checkbox"/> NON-OWNED AUTOS ONLY  |  |          |                |                         |                         | COMBINED SINGLE LIMIT (Ea accident) \$<br>BODILY INJURY (Per person) \$<br>BODILY INJURY (Per accident) \$<br>PROPERTY DAMAGE (Per accident) \$   |
| B        | <input checked="" type="checkbox"/> <b>UMBRELLA LIAB</b> <input checked="" type="checkbox"/> OCCUR<br><input checked="" type="checkbox"/> <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE<br><input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 0   |  |          | HO20EXC946534V | 10/15/2020              | 10/15/2021              | EACH OCCURRENCE \$ 5,000,000<br>AGGREGATE \$ 5,000,000  |
| A        | <b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b><br>ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)<br>If yes, describe under DESCRIPTION OF OPERATIONS below  | Y/N<br><input checked="" type="checkbox"/> Y | N/A      | WC9788969      | 10/15/2020              | 10/15/2021              | <input checked="" type="checkbox"/> PER STATUTE<br><input type="checkbox"/> OTH-ER<br>E.L. EACH ACCIDENT \$ 1,000,000<br>E.L. DISEASE - EA EMPLOYEE \$ 1,000,000<br>E.L. DISEASE - POLICY LIMIT \$ 1,000,000  |
| C        | Crime***   |  |          | 106671302      | 10/15/2020              | 10/15/2021              | \$500,000   |
| D        | Directors & Officers Liability   |  |          | 618709435      | 10/15/2020              | 10/15/2021              | \$1,000,000   |
| E        | Excess of Primary Excess Liabilit  |  |          | NHA091804      | 10/15/2020              | 10/15/2021              | \$5,000,000   |

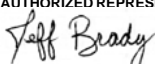
DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
Insurer A: Property; Policy #CLP9763013; Effective 10/15/2020 - 10/15/2021; \$1,950,000 Limit; Property Deductible: \$1,000 except 1% with \$2,500 Minimum Wind & Hail; Replacement Cost applies to Common Area Property.

\*\*Hired & Non-Owned Auto Liability coverage is included in the General Liability Each Occurrence Limit and not subject to the General Liability Aggregate.

\*\*\*Includes Designated Property Manager as Employee

### CERTIFICATE HOLDER

### CANCELLATION

|                             |  |
|-----------------------------|--|
| *For Insurance Verification | SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.<br><br>AUTHORIZED REPRESENTATIVE<br> |
|-----------------------------|--|

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# Fulbrook on Fulshear Creek Homeowners Association, Inc.

Covenants, Codes and Regulations





RESTRICT 2008054643  
35 PGS

DECLARATION  
OF  
COVENANTS, CONDITIONS AND RESTRICTIONS  
FOR  
FULSHEAR CREEK CROSSING



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**DECLARATION OF COVENANTS,  
CONDITIONS AND RESTRICTIONS  
FOR FULSHEAR CREEK CROSSING**

THIS DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR FULSHEAR CREEK CROSSING (this "Declaration"), made as of the date hereinafter set forth by FULSHEAR LAND PARTNERS, LTD., a Texas limited partnership (hereinafter referred to as "Declarant").

WITNESSETH:

WHEREAS, Declarant is the owner of two (2) tracts of land which have been platted as Fulshear Creek Crossing, Section One (1) and Fulshear Creek Crossing, Section Two (2) according to the maps or plats thereof recorded under Clerk's File Nos. 2008040589 and 2008040590, respectively, in the Plat 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 the Initial Subdivisions 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 property 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 property 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 and childrens recreational buildings.

SECTION 2. "Architectural Review Committee" shall mean and refer to the Fulshear Creek Crossing Architectural Review 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 Fulshear Creek Crossing 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 and improvements, real or personal, owned, leased or used by the Association for the common use and enjoyment of the Members (hereinafter defined) of the Association, including without limitation an amenity center.

SECTION 7. "Conservation Areas" shall mean and refer to those portions of the Common Area which, at the option of Declarant in its sole discretion, are restricted by instrument recorded by the Declarant for use solely for conservation and passive recreation purposes.

SECTION 8. "Declarant" shall mean and refer to Fulshear Land Partners, 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 Primary Residence on a Lot 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 Architectural Review Committee for approval:

- (a) a "Site Plan" showing the location of the proposed residence, any accessory buildings and all other proposed improvements (including driveway, fences, swimming pools and patios) as well as proposed utility connections, drainage of the Lot and drainage from adjacent Lots and Common Areas;

(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 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 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.

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 Primary Residence has been constructed or it is intended by the Declarant that a Primary 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 Primary Residence building site, in which case any applicable 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. However, 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 only if they are replatted as a single Lot by the Owner thereof.

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. "Primary Residence" shall mean and refer to the dwelling constructed on a Lot which is intended to serve as a single family residence whose occupants reside in such dwelling the majority of the time.

SECTION 17. "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 18. "Road" shall refer to any publicly dedicated or private street, drive, boulevard, road, alley, lane, avenue, or thoroughfare within or adjacent to the Properties.

SECTION 19. "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 20. "Waterway Lot" shall mean and refer to a Lot which is adjacent to a creek or other water course.

## ARTICLE II

### FULSHEAR CREEK CROSSING 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. The Association shall initially have two (2) classes of membership as follows:

Class A. Class A Members shall be all persons or entities who own a Lot with the exception of the Declarant. After the Conversion Date (as hereinafter defined), the Declarant shall become a Class A Member with respect to the Lots it owns.

Class B. The Class B Member shall be the Declarant. The Class B membership shall cease and become converted to Class A membership on the Conversion Date.

Class A Members shall be entitled to one (1) vote for each Lot owned within the Properties and the Class B Member shall be entitled to five (5) votes for each Lot owned within the Properties. When two 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. CONVERSION DATE. The Conversion Date shall occur on the earlier of:

- (i) The date the total number of votes of the Class A Members equals the number of votes of the Class B Member; or
- (ii) December 31, 2030 or such earlier date as may be established by Declarant in a written instrument recorded by Declarant in the Official Public Records of Real Property of Fort Bend County, Texas.

During the period of time prior to the Conversion Date, the Declarant shall be entitled to appoint and remove any or all of the members of the Board of Directors and disapprove any action, policy or program of the Association, the Board or any committee which, in the sole judgment of the Declarant, would tend to impair rights of the Declarant or Builders or interfere with the development, construction or marketing of any portion of the Properties, or diminish the level of services being provided by the Association.

SECTION 6. 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 7. 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 Certificate of Formation 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;
- (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.

SECTION 3. MAXIMUM LEVEL OF ANNUAL ASSESSMENTS. The initial annual assessment shall be not more than \$1,200.00 per Lot. Each year thereafter, the annual assessment may be increased by the Board of Directors of the Association at its sole discretion. 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 majority of the votes of the Members who are present 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 and roadway improvements which the Board determines will benefit the Properties or which are 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 ten percent (10%) 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 (who is not a Builder), 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.

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 (½) of the assessment on Lots owned by other Owners and there shall be no assessment on unplatted Lots. 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 paying assessments) equal to the difference between the amount of assessments collected on all Lots subject to assessment other than the Lots owned by the Declarant and the amount of the actual expenditures incurred to operate the Association during the 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 ASSESSMENTS. 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 which is 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. 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 or herself 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 mortgage or deed of trust. 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 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 to sell or convey all or any part of the Common Area and the right to grant or dedicate easements in portions of the Common Area to public or private utility companies or governmental entities.



- (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 Lakes 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) Primary Residence and Accessory Buildings approved by the Architectural Review 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, such as deliveries, pickups or other work related activities, and no Home Occupation shall be conducted on the Lot outside of the residence or an approved Accessory Building;

- (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 in the Primary Residence or any Accessory Building on a Lot, provided, however, there shall not be more than two (2) dogs and two (2) cats kept anywhere on a Lot the majority of the time, which shall include without limitation, nighttime. Dogs shall at all times whenever they are outside a Lot 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 Architectural Review 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 or any other improvements 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 or any other improvements 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, 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. Any damage caused by a Builder or a Builder's agents, employees or contractors to the items set forth in this Subsection (iii) which are located within the Properties may be repaired or replaced by Declarant at the applicable Builder's sole cost and expense. Such Builder shall reimburse Declarant for all costs and expenses associated with such repair or replacement within five (5) days after written notice from Declarant;

(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 tight fitting 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 or her 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, or any creek, lake or waterway 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 Architectural Review Committee, no Lot shall be used for the storage of any materials whatsoever, except that material used in the construction of improvements upon any 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 or within a Common Area or Road right-of-way, within a drainage easement or within five (5) feet from the side and rear boundary lines of a Lot.

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 Fulshear Creek Crossing 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 COMMITTEE.

(a) Architectural Review Committee. There is hereby established the Fulshear Creek Crossing Architectural Review Committee (herein called the

"Architectural Review Committee"), which shall have exclusive jurisdiction over all original construction on the Lots and over modifications, additions, or alterations made on or to improvements on the Lots within the Properties. The 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 Committee 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 Committee. The Architectural Review Committee shall initially consist of three (3) members. Until the date on which it no longer owns any Lot within the Properties, the Declarant shall have the right to appoint all members of the Architectural Review Committee 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 Committee. The Declarant, during the period it is entitled to appoint the members of the Architectural Review Committee, shall have the right to increase the size of the Architectural Review Committee. Thereafter, the Board of Directors shall have the right to increase the size of the Architectural Review Committee. The Architectural Review Committee is 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 Fulshear Creek Crossing 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 pool related facilities that are located above ground, 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 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 Architectural Review Committee, and the other copy

shall be returned to the Owner marked with an indication of the applicable approval status. The 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 Committee shall have the sole discretion to determine whether Homestead Plans submitted for approval are acceptable to the Association on a case-by-case basis, and shall not be deemed to approve any plans based on prior approvals.

Upon approval of Homestead Plans by the 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 Architectural Review Committee upon any ground which is consistent with the objects and purposes of this Declaration as determined by the 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 Fulshear Creek Crossing 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 Architectural Review 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 Committee, 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 Committee. 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 the 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 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 the 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 the Architectural Review Committee, 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 Committee may grant variances from compliance with the restrictions of this Declaration, Supplemental Declarations, and from its respective standards and guidelines when circumstances such as topography, natural obstructions, hardship, or aesthetic or environmental considerations require, when the Architectural Review Committee determines, in its sole discretion, that a variance is in the best interest of the Properties. Such variances may only be granted, however, when unique circumstances dictate and no variance shall be effective unless in writing or estop the Architectural Review Committee from denying a variance in other circumstances. For purposes of this Section, the terms of any financing, shall not be considered a hardship warranting a variance.

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



perform its 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. PRIMARY RESIDENCES. Only one (1) Primary Residence and Accessory Buildings approved by the Architectural Review 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 the Primary Residence on each Lot in the Properties, exclusive of porches and garages, shall be not less than twenty-five hundred (2,500) square feet or such lesser or greater number of square feet as may be specified in a Supplemental Declaration applicable to the particular Lot.

SECTION 3. LOCATION OF RESIDENCE ON LOT. The location of each residence on a Lot will be approved by the Architectural Review 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 Architectural Review 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 Architectural Review 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 Architectural Review Committee shall be placed on such building line. No building shall be located on any easement (i) identified on the plat of the subdivision in which the applicable Lot is located, (ii) specified in a Supplemental Declaration, or (iii) set forth in any other instrument recorded in the public records of Fort Bend County, Texas.

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 Architectural Review Committee. The primary roof of each residence shall be constructed of metal, composite shingles, slate or simulated slate and, unless otherwise approved by the Architectural Review

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.

SECTION 5. TEMPORARY BUILDINGS. Unless otherwise approved by the Architectural Review 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. SIDEWALKS. On the front of each Lot or the sides of each Lot (in the case of corner Lots) the Builder shall construct and the Owner shall maintain at his or her expense a sidewalk within the Road right-of-way on such Lot. Sidewalks must be constructed in accordance with the Architectural Guidelines.

SECTION 7. DRIVEWAYS. On each Lot the Builder shall construct and the Owner shall maintain at his or her 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 8. FENCES. 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 Architectural Review Committee. Owners shall construct and maintain a fence or other suitable enclosure approved by the Architectural Review Committee to screen from public view outside yard equipment and other equipment which the Architectural Review Committee requires to be screened from view. The Architectural Guidelines will include a Fulshear Creek Crossing Fencing Design. Any Supplemental Declaration may, at Declarant's election, require 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), prohibit the installation of fences at certain locations, and designate other areas for fences as optional. Each Owner shall construct all fencing required by the Supplemental Declaration on his Lot, if any, and otherwise comply with the Fulshear Creek Crossing Fencing Design.

SECTION 9. SIGNS. No sign or emblem of any kind may be kept or placed upon any Lot or mounted, painted or attached to any Primary 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 may install one (1) sign on the Lot pertaining to the resale of the Primary Residence located thereon. Unless otherwise approved by the Declarant, an Owner may not install a sign for the resale of an unimproved Lot. Signs for the resale of

residences as permitted hereby shall not exceed 2' by 3' in size and shall be placed on a post supplied to the Owner by the Declarant or the Association. 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 ninety (90) 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 Primary 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 Primary 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 Fulshear Creek Crossing community shall be permitted so long as the sign is not more than 12" x 12" or the sticker is no more than 12" x 12" 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 in the Fulshear Creek Crossing project or on Common Areas. The Declarant and the Association shall have the right to erect identifying signs and monuments within Road rights-of-way within the Fulshear Creek Crossing 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. Notwithstanding the foregoing, any sign placed on a Lot

shall comply with all applicable codes, rules and ordinances of the governmental authorities with jurisdiction over the Fulshear Creek Crossing project.

SECTION 10. 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 11. 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 12. AIR CONDITIONERS. No window or wall type air conditioners shall be permitted in any residence, but the Architectural Review 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 13. 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 Architectural Review Committee or the Board.

SECTION 14. CLOTHES LINES. No exterior clothes lines shall be placed on any Lot unless otherwise approved by the Architectural Review Committee.

SECTION 15. 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, ATVs, golf carts, 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 seventy-two (72) 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 the Common Area, including trails and conservation areas except for public safety vehicles and vehicles authorized by the Board. Notwithstanding the foregoing, automobiles, trucks, motorcycles and other vehicles approved by the Board shall be permitted to park in designated parking areas of Common Area improvements. 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 sidewalks or the areas between sidewalks and adjacent Roads at any time is prohibited.

SECTION 16. WEAPONS AND FIREWORKS. The use of fireworks, firearms and other weapons within the Properties is prohibited. The term "firearms" includes pellet guns, bows and 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, unless provisions are made by the Declarant for the installation of cluster boxes in accordance with U.S. Postal Service requirements. No Owner of a Lot served by a cluster mailbox shall install a mailbox on his Lot.

SECTION 18. GAS TANKS. The use of propane, butane or any other non-liquid gas tanks within the Properties is prohibited, except for small tanks incidental to outdoor kitchens and grills. Nothing contained in this Declaration shall be construed to require the Association to take action to enforce this Section.

SECTION 19. 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 Architectural Review Committee. No solar collectors shall be allowed on any roof slope visible from a Road or Common Area.

SECTION 20. 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 Board of Directors. Customary seasonal decorations for national holidays are permitted for a maximum of fifteen (15) days or forty-five (45) days, in the case of Christmas, without approval by the Board of Directors of the Association. 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.

SECTION 21. PLAYGROUND EQUIPMENT. Unless otherwise approved by the Architectural Review Committee, all playground equipment on a Lot must be placed in the backyard of the Lot.

SECTION 22. 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 23. 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 or other improvements shall be constructed or placed in the Lake Maintenance Easement Areas (as defined in Section 3 of Article VIII hereof), unless approved in writing by the Architectural Review Committee. Fences may be erected and installed within the Lake Easement Area upon prior written approval by the Architectural Review Committee, provided, that the Association, in its sole discretion, shall have the right at any time to remove such fences. If the Association removes a fence, the Association and Architectural Review Committee shall not be liable or responsible for any cost or reimbursement associated with such removal. Slope paving, bulkheading, piers and other man-made alterations to the shoreline are prohibited; provided, however, the Architectural Review Committee 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 Architectural Review Committee 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 must be approved by the Architectural Review 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 person shall withdraw water from or discharge water into a Lake except in accordance with Homestead Plans approved by the Architectural Review Committee;

(e) No person shall dump or place refuse or any other material into a Lake;

(f) No person 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 Architectural Review 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 Architectural Review Committee.

SECTION 24. 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.

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, including without limitation a Supplemental Declaration. 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. It may be necessary in the development of the Fulshear Creek Crossing project for a Lot to have any combination of a rear lot drainage easement, a side lot drainage easement, a rear lot utility easement and/or a side lot utility easement. Such easements, as well as front, side and rear setbacks on a Lot, shall be (i) identified on the plat of the subdivision in which the applicable Lot is located, (ii) specified in a Supplemental Declaration, or (iii) set forth in any other instrument recorded in the public records of Fort Bend County, Texas.

SECTION 2. EASEMENTS FOR UTILITIES AND PUBLIC SERVICES.

(a) Declarant hereby reserves for itself and grants to the Association, to the City of Fulshear, 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 the City of Fulshear, 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 Architectural Review 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 (whether developed or to be developed) 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 of the votes 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 a majority of the votes of the Members who are present 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 20<sup>th</sup> day of May, 2008.

FULSHEAR LAND PARTNERS, LTD., a Texas limited partnership

By: Fulshear Land Partners GP, L.L.C., its general partner

By: *Douglas H. Konopka*  
Douglas H. Konopka, Manager

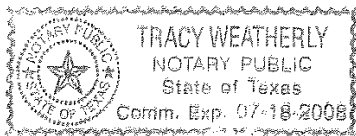
THE STATE OF TEXAS §  
  §  
COUNTY OF HARRIS §

This instrument was acknowledged before me on the 20<sup>th</sup> day of May, 2008 by Douglas H. Konopka, Manager of Fulshear Land Partners GP, L.L.C., a Texas limited liability company, which is the general partner of Fulshear Land Partners, Ltd., a Texas limited partnership, on behalf of said limited partnership.

[SEAL]

*Tracy Weatherly*

Notary Public – State of Texas



**FILED AND RECORDED**

OFFICIAL PUBLIC RECORDS

*Dianne Wilson*

2008 May 21 12:02 PM

2008054643

TD \$147.00

Dianne Wilson COUNTY CLERK

FT BEND COUNTY TEXAS

RETURNED AT COUNTER TO:

Noah Worley - DTK Development, Inc  
5005 Riverway, Suite 160  
Houston, TX 77056



AMENDMENT TO DECLARATION OF COVENANTS,  
CONDITIONS AND RESTRICTIONS  
FOR FULSHEAR CREEK CROSSING

THIS AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR FULSHEAR CREEK CROSSING (this "Amendment"), made as of the date hereinafter set forth by FULSHEAR LAND PARTNERS, LTD., a Texas limited partnership (hereinafter referred to as the "Declarant").

WITNESSETH:

WHEREAS, Declarant executed that certain Declaration of Covenants, Conditions and Restrictions for Fulshear Creek Crossing dated May 20, 2008 which is filed under Clerk's File No. 2008054643 and recorded in the Official Public Records of Real Property of Fort Bend County, Texas (the "Official Records"), which imposed covenants, conditions and restrictions on the residential lots with the Fulshear Creek Crossing, Section One (1) and Fulshear Creek Crossing, Section Two (2) subdivisions and within any property previously or hereafter made subject to the provisions of the Declaration; and

WHEREAS, Section 3(B) 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 with the consent of the Declarant as long as it owns any 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 hereby amended and restated to read as follows:

**"SECTION 8. FENCES.** 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 Architectural Review Committee. Owners shall construct and maintain a fence or other suitable enclosure approved by the Architectural Review Committee to screen from public view outside yard equipment and other equipment which the Architectural Review Committee requires to be screened from view. The Architectural Guidelines will include a Fulshear Creek Crossing Fencing Design. Any Supplemental Declaration may, at Declarant's election, require 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), prohibit the installation of fences at certain locations, and designate other areas for fences as optional. Each Owner shall construct all fencing required by the Supplemental Declaration on his or her Lot, if any, and otherwise comply with the Fulshear Creek Crossing Fencing Design; provided, however, it shall be expressly permissible for the Owner of a Lot within the City of Fulshear to install green wire mesh on the exterior of any fence which encloses or partially encloses a swimming pool on such Lot in order to comply with the requirements of such City for obtaining a permit for such swimming pool."

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 27 day of July, 2009.

FULSHEAR LAND PARTNERS, LTD.,  
a Texas limited partnership

After Recording, Return To: *RR*

*Ret*  
**COATS | ROSE**  
A Professional Corporation  
Attorneys at Law  
3 Greenway Plaza  
Suite 2000  
Houston, Texas 77046

By: Fulshear Land Partners GP, L.L.C.,  
its general partner

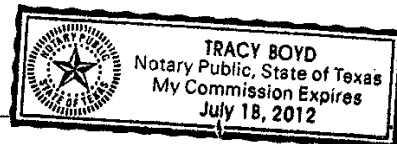
By: *[Signature]*  
Douglas H. Konopka, Manager

THE STATE OF TEXAS §  
§  
COUNTY OF HARRIS §

This instrument was acknowledged before me on the 27 day of July, 2009 by Douglas H. Konopka, Manager of Fulshear Land Partners GP, L.L.C., a Texas limited liability company, which is the general partner of Fulshear Land Partners, Ltd., a Texas limited partnership, on behalf of said limited partnership.

[SEAL]

*[Signature]*  
Notary Public – State of Texas



Ret

**COATS | ROSE**  
*A Professional Corporation*

3 East Greenway Plaza, Suite 2000 Houston, Texas 77046-0307

**FILED AND RECORDED**

OFFICIAL PUBLIC RECORDS

*Dianne Wilson*

2009 Aug 04 01:55 PM

2009080566

HMC \$15.00

Dianne Wilson COUNTY CLERK

FT BEND COUNTY TEXAS



2013059507  
ELECTRONICALLY RECORDED  
Official Public Records  
5/16/2013 2:36 PM



*Dianne Wilson*  
Dianne Wilson, County Clerk  
Fort Bend County Texas  
Pages: 2 Fee: \$ 15.00

**CLARIFICATION TO THE  
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR  
FULSHEAR CREEK CROSSING**

This Clarification to the Declaration of Covenants, Conditions and Restrictions for Fulshear Creek Crossing hereinafter referred to as the "Clarification" is made by Fulshear Land Partners, Ltd., a Texas limited partnership (the "Declarant").

WHEREAS, the Declaration of Covenants, Conditions and Restrictions for Fulshear Creek Crossing was filed of record under Clerk's File No. 2008054643 in the Official Public Records of Fort Bend County, Texas, which has been and may be amended or supplemented from time to time (collectively the "Declaration"); and

WHEREAS, reference is hereby made to the Declaration for all purposes, and any and all capitalized terms used herein shall have the meanings set forth in the Declaration, unless otherwise specified in this Clarification; and

WHEREAS, Article X, Section 3, of the Declaration vests the Declarant with the unilateral right at any time and from time to time, to amend the Declaration for any 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; and

WHEREAS, Declarant desires to amend the Declaration in order to clarify the number of Lots that may be created and made subject to the Declaration; and

WHEREAS, such clarification has no material adverse effect upon the title to any Owner's property or upon any right of such Owner.

NOW THEREFORE, Declarant hereby declares that the number of residential Lots that may be created in the Fulshear Creek Crossing Subdivision and made subject to the Declaration, is One Thousand Two Hundred (1,200).

This Clarification is hereby incorporated into the Declaration as if the same had been made a part thereof as originally executed.


[SIGNATURE PAGE FOLLOWS]

SIGNED this the 13 day of May, 2013, to be effective as of May 21, 2008.

**DECLARANT:**

FULSHEAR LAND PARTNERS, LTD., a Texas limited partnership

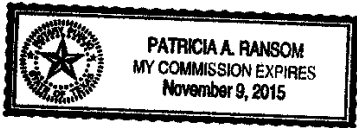
By: NEW FLP MANAGEMENT, LLC, a Texas limited liability company and its sole general partner

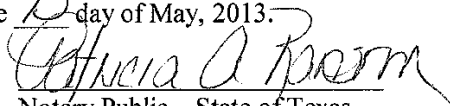
By:   
DUNCAN K. UNDERWOOD, President

STATE OF TEXAS           §  
  §  
COUNTY OF Harris       §

BEFORE ME, the undersigned authority, on this day personally appeared DUNCAN K. UNDERWOOD the President of New FLP Management, LLC, the sole general partner of Fulshear Land Partners, Ltd. known by me to be the person whose name is subscribed to this instrument, and acknowledged to me that he executed the same for the purposes herein expressed and in the capacity herein stated, and as the act and deed of said entity.

Given under my hand and seal of office, the 13 day of May, 2013.



  
Notary Public – State of Texas

After Recording Return To:  
Stephanie L. Quade  
Roberts Markel Weinberg P.C.  
2800 Post Oak Blvd., 57<sup>th</sup> Floor  
Houston, TX 77056

By

Return to:  
Sari LaGrone  
CHARTER TITLE COMPANY  
4285 San Felipe, Suite 350  
Houston, TX 77027

Special



RESTRICT 2008065869

9 PGS

**SUPPLEMENTAL DECLARATION OF  
COVENANTS, CONDITIONS AND RESTRICTIONS  
FOR FULSHEAR CREEK CROSSING, SECTION TWO (2)**

THE STATE OF TEXAS §  
COUNTY OF FORT BEND §

KNOW ALL PERSONS BY THESE PRESENTS:

WHEREAS, FULSHEAR LAND PARTNERS, LTD., a Texas limited partnership (the "Declarant"), executed that certain Declaration of Covenants, Conditions and Restrictions for Fulshear Creek Crossing dated MAY 21, 2008 (the "Declaration"), filed under Clerk's File No. 2008054643 and recorded in the Official Records of Real Property of Fort Bend County, Texas (the "Official Records"), which subjected certain land described therein and commonly known as the Fulshear Creek Crossing, Section One (1) and Fulshear Creek Crossing, Section Two (2) subdivisions to covenants, conditions, restrictions, easements, charges and liens set forth in the Declaration; and

WHEREAS, Declarant desires to subject the Lots in Fulshear Creek Crossing, Section Two (2) (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 Fulshear Creek Crossing, Section Two (2) 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

1. Living Area Requirements. The square feet of living area of the Primary Residence, exclusive of open porches and garages, constructed on the Lots in the Subdivision shall not contain less than the applicable minimum number of square feet hereinafter specified:

| <u>Number of Stories</u> | <u>Minimum Square Feet</u> |
|--------------------------|----------------------------|
| 1 story residence        | 2,500 s.f.                 |
| 2 story residence        | 3,000 s.f.                 |

2. Location of Primary Residence and Accessory Building(s) on Lot.

a. The Primary Residence constructed on the Lots shall not be closer than the applicable minimum number of feet from the boundary of such Lot hereinafter specified:

Approximate

| <u>Lot Width</u> | <u>Front Setback</u> | <u>Side Setback</u> | <u>Rear Setback</u> |
|------------------|----------------------|---------------------|---------------------|
| 80-feet          | 30 feet              | 5 feet              | 25 feet             |
| 100-feet         | 40 feet              | 7.5 feet            | 40 feet             |

b. Accessory Building(s) with a total floor area in excess of 100 square feet or with a height in excess of 10 feet constructed on the Lots shall not be closer than the applicable minimum number of feet from the boundary of such Lot hereinafter specified:

| Approximate<br><u>Lot Width</u> | <u>Front Setback</u> | <u>Side Setback</u> | <u>Rear Setback</u> |
|---------------------------------|----------------------|---------------------|---------------------|
| 80-feet                         | 35 feet              | 5 feet              | 10 feet             |
| 100-feet                        | 45 feet              | 7.5 feet            | 20 feet             |

3. Fences. On each Lot, the Owner shall construct a fence along the rear and side boundary lines of the Lot in accordance with the Architectural Guidelines.

4. Drainage Restrictions and Easement. There is hereby granted to the Association, its agents and employees, a perpetual easement five (5) feet in width for storm drainage purposes along the side and rear Lot lines ("Drainage Easement Area"). The easement hereby granted includes the right to remove any obstructions and to maintain, repair and replace all or any portion of each Lot within such Drainage Easement Area to enable the free flow of surface water across the Lots within a specific block. The Association, the Declarant and their successors and assigns shall have the right to enter upon any Lot for the purpose of inspecting the Drainage Easement Area as well as for purposes of improving, constructing, or maintaining the Drainage Easement Area as part of the overall surface water drainage system. The Owner of a Lot shall not in any way construct or install any building, pavement, landscaping, or other structure or material on such Lot that may interfere with the drainage of surface water upon his Lot or interfere with the drainage pattern from adjoining Lots. After substantial completion of a Primary Residence or Accessory Building upon a Lot, the Lot shall be maintained by the Owner of such Lot so that surface water will generally flow to streets, drainage easements, or Common Areas and will not cause undue erosion upon any Lot.

5. Tree Drainage. On Lots where a swale or drainage channel has been excavated or installed between trees and a drainage inlet or Road, the Owner of each such Lot shall not construct or install any improvements, landscaping or other item or material or place fill within any swale or drainage channel which obstructs or impairs the natural flow of water from such Lot to a drainage inlet or Road which is on or adjacent to the Lot. Subject to the prior written approval or Architectural Review Committee, the Owner of a Lot that contains a swale or drainage channel between trees and a drainage inlet or Road may relocate any such swale or drainage channel at the Owner's sole cost and expense and in accordance with plans and specifications approved by the Architectural Review Committee.

6. Street Trees. The Owner of a Lot shall plant, maintain and replace Street Trees (as

defined in the Architectural Guidelines) on such Lot in accordance with the requirements set forth in the Architectural Guidelines. If an Owner fails to plant, maintain, or replace trees in the manner required by the Architectural Guidelines, the Association shall have the right to enter such Lot for the purpose of planting, maintaining or replacing trees at such Owner's sole cost and expense.

7. CenterPoint Easements. CenterPoint Energy ("CenterPoint") has or is expected to record certain instruments in the public records of Fort Bend County, Texas which grant easement rights to CenterPoint for the installation of utilities, street lights and related facilities on, under and across some or all of the Lots in the Subdivision at the approximate locations show on Exhibit "A" attached hereto.

8. Intent of 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.

9. 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.

*[signature page follows]*

EXECUTED this 16 day of June, 2008.

FULSHEAR LAND PARTNERS, LTD., a Texas limited partnership

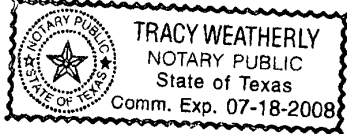
By: Fulshear Land Partners GP, L.L.C., its general partner

By: *Douglas H. Konopka*  
Douglas H. Konopka, Manager

THE STATE OF TEXAS §  
COUNTY OF HARRIS §

This instrument was acknowledged before me on the 16 day of June, 2008 by Douglas H. Konopka, Manager of Fulshear Land Partners GP, L.L.C., which is the general partner of Fulshear Land Partners, Ltd., a Texas limited partnership, on behalf of said limited partnership.

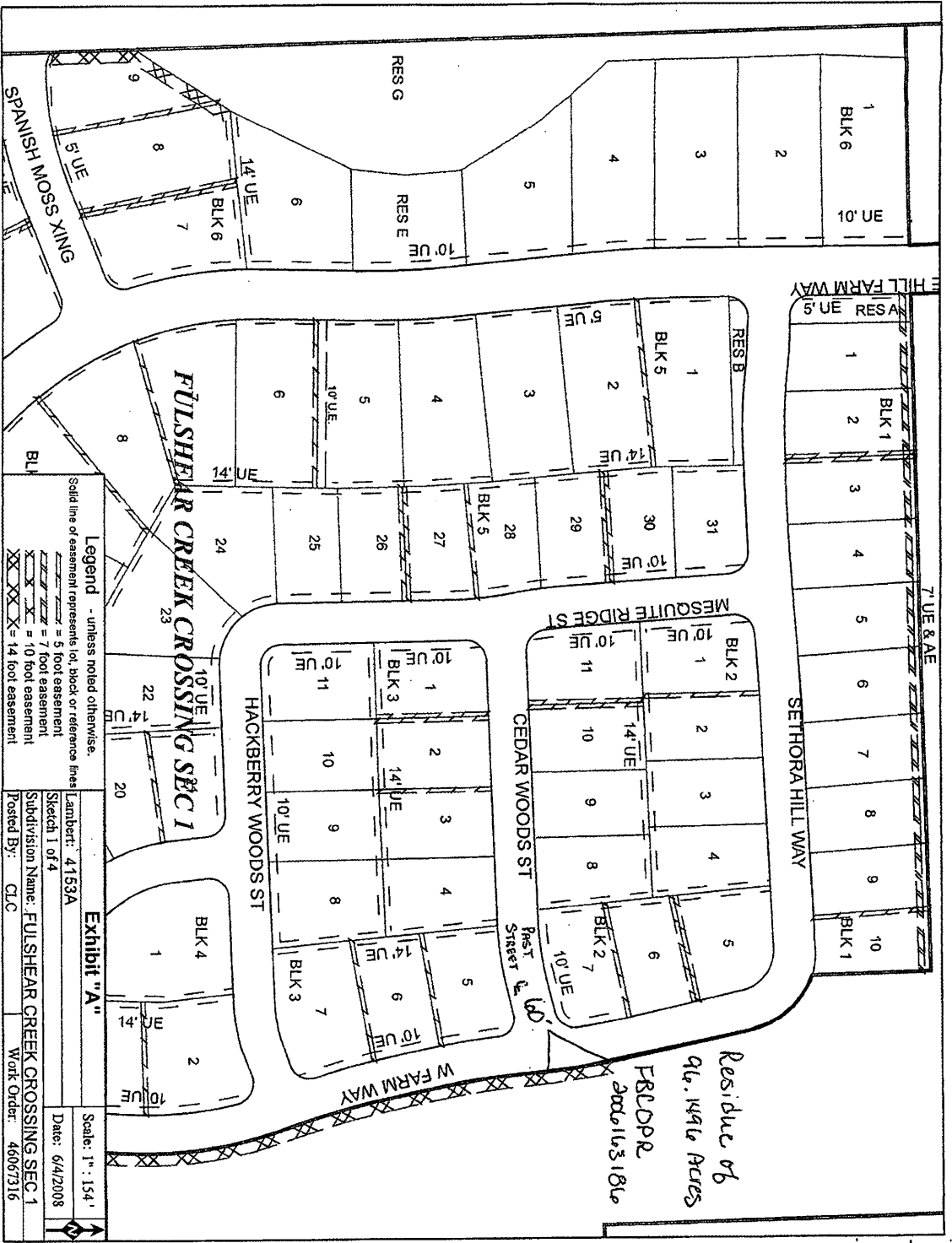
[Seal]



*Tracy Weatherly*  
Notary Public - State of Texas

Return to After Recording:  
DHK Development Inc.  
5005 RIVERWAY #160  
Houston TX 77056

AS PER ORIGINAL



**Legend** - unless noted otherwise.

Solid line of easement, reference line, block or reference lines

----- = 5 foot easement

----- = 7 foot easement

----- = 10 foot easement

----- = 14 foot easement

**Exhibit "A"**

Lambert: 4153A

Scale: 1" = 154'

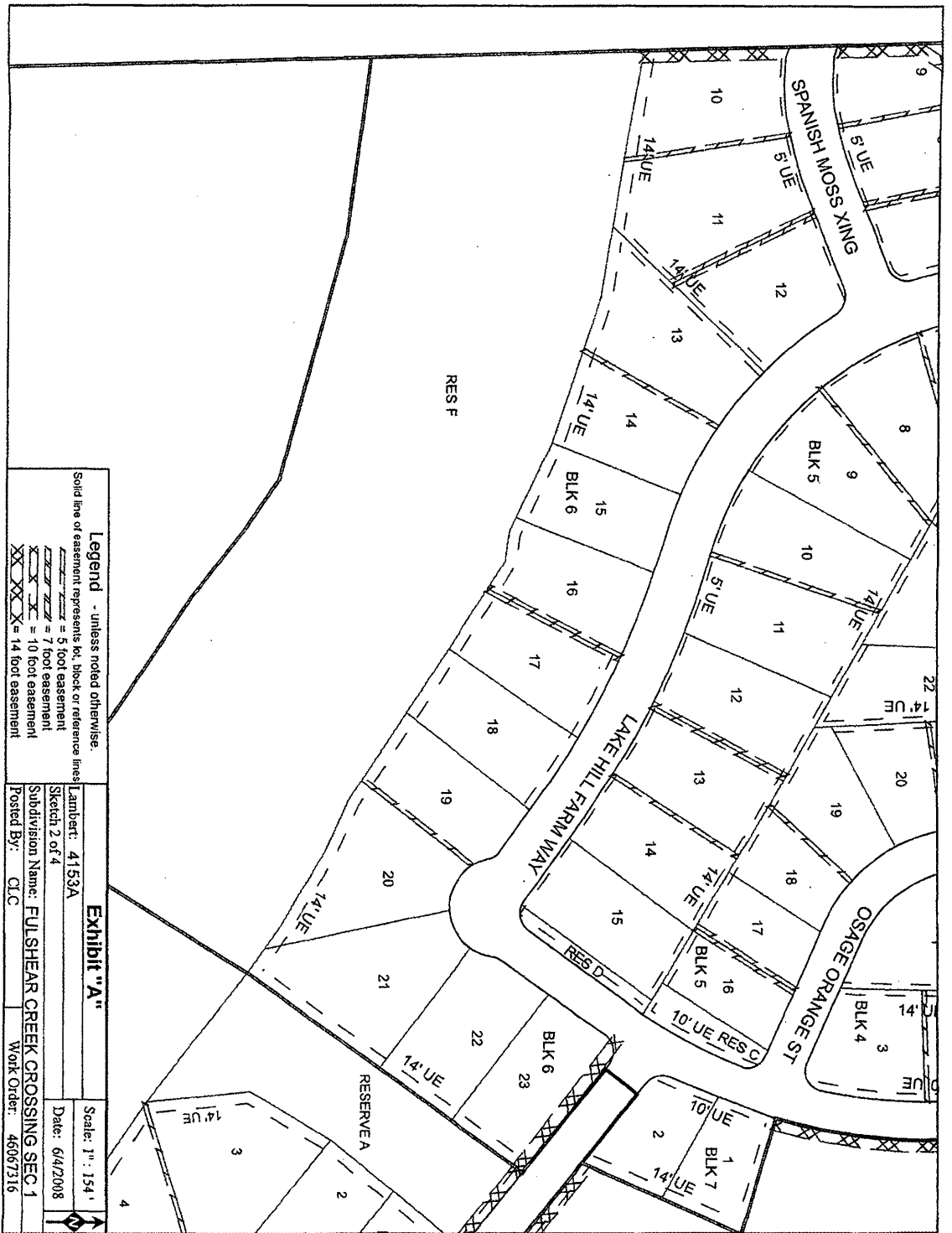
Sheet 1 of 4

Date: 6/4/2008

Subdivision Name: FULSHEAR CREEK CROSSING, SEC. 1

Work Order: 46067316

Posted By: CLC

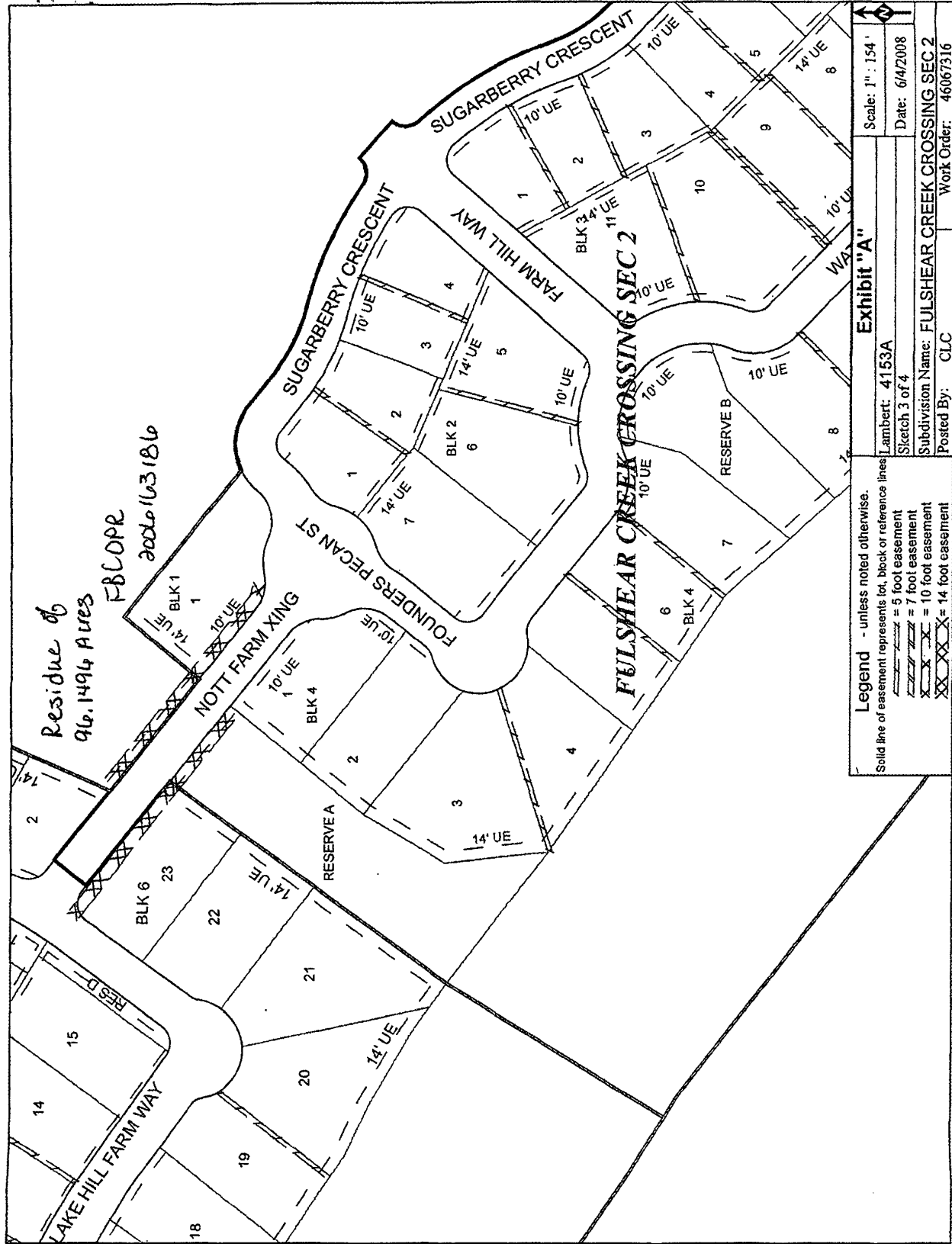


**Legend** - unless noted otherwise:  
 Solid line of easement represents blk, block or reference lines  
 --- = 3 foot easement  
 - - - = 7 foot easement  
 - - - - = 10 foot easement  
 - - - - - = 14 foot easement

**Exhibit "A"**  
 Lambert: 4153A  
 Sketch 2 of 4  
 Subdivision Name: FULSHEAR CREEK CROSSING SEC 1  
 Posted By: C.C.

Scale: 1" = 154'  
 Date: 6/4/2008  
 Work Order: 46067316





**Exhibit "A"**

Scale: 1" = 154'

Date: 6/14/2008

Legend - unless noted otherwise.

Solid line of easement (represents lot, block or reference lines)

--- = 5 foot easement

--- = 7 foot easement

--- = 10 foot easement

--- = 14 foot easement

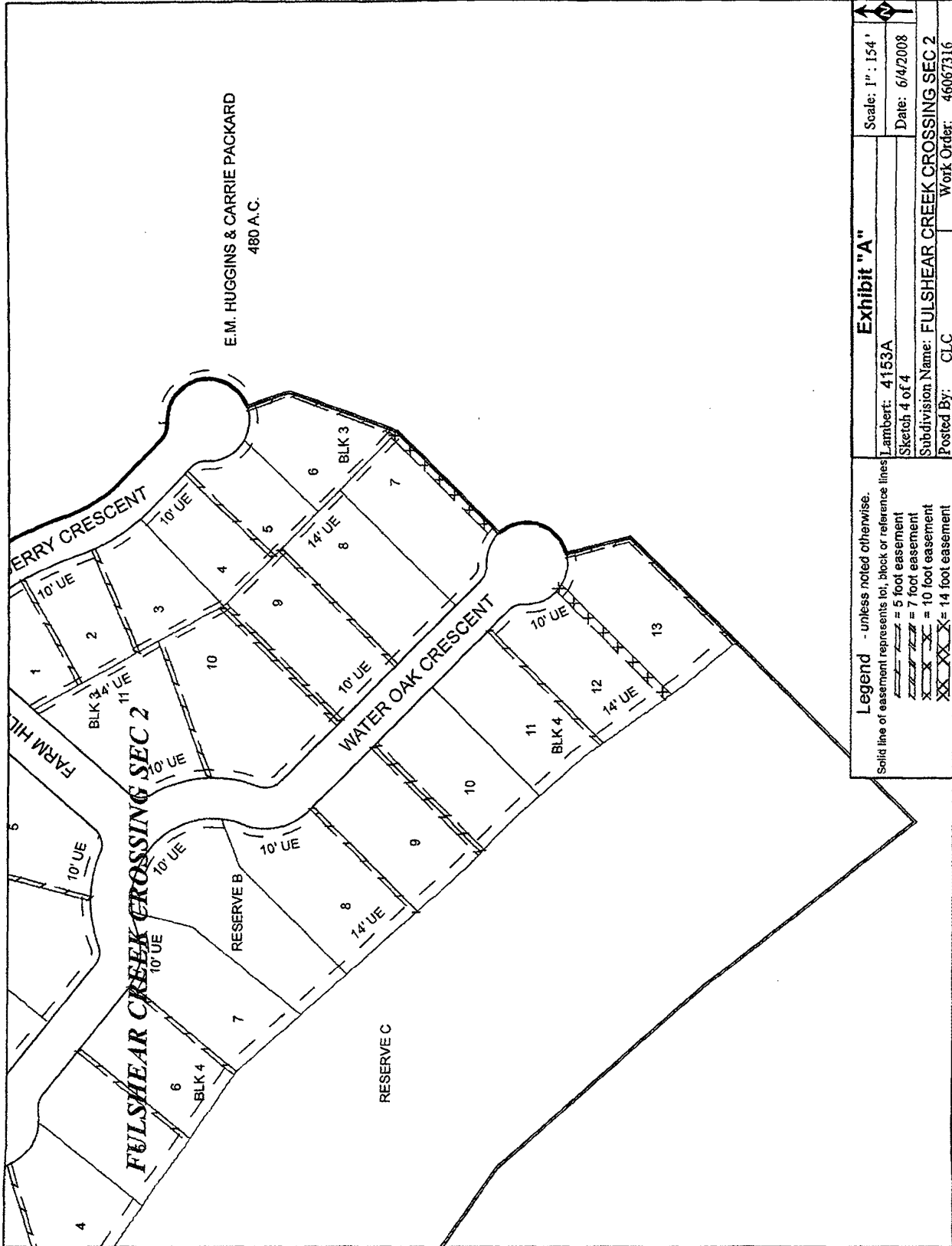
Project: 4153A

Sketch: 3 of 4

Subdivision Name: FULSHEAR CREEK CROSSING SEC 2

Posted By: CLC

Work Order: 46067316



E.M. HUGGINS & CARRIE PACKARD  
480 A.C.

|                    |   |
|--------------------|---|
| <b>Exhibit "A"</b> |   |
| Scale: 1" = 154'   | North Arrow                                     |
| Lambert: 4153A     | Date: 6/4/2008                                  |
| Sketch 4 of 4      | Subdivision Name: FULSHEAR CREEK CROSSING SEC 2 |
| Posted By: CLC     | Work Order: 46067316                            |

**Legend** - unless noted otherwise.  
 Solid line of easement represents lot, block or reference lines  
 --- = 5 foot easement  
 - - - - = 7 foot easement  
 X X X X = 10 foot easement  
 X X X X = 14 foot easement

**FILED AND RECORDED**

OFFICIAL PUBLIC RECORDS

*Dianne Wilson*

2008 Jun 18 01:45 PM

2008065869

KW \$39.00

Dianne Wilson COUNTY CLERK

FT BEND COUNTY TEXAS

24



**SUPPLEMENTAL DECLARATION AND ANNEXATION OF  
FULBROOK ON FULSHEAR CREEK SECTION FOUR**

STATE OF TEXAS                   §  
  §  
COUNTY OF FORT BEND         §

THIS SUPPLEMENTAL DECLARATION AND ANNEXATION OF FULBROOK ON FULSHEAR CREEK SECTION FOUR (this "Supplemental Declaration") is made by Fulshear Land Partners, Ltd., a Texas limited partnership (herein referred to and acting as "Declarant").

WHEREAS, Declarant executed that certain DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR FULSHEAR CREEK CROSSING, which was filed under County Clerk's File No. 2008054643 and recorded in the Official Public Records of Fort Bend County, Texas, which has been or may be amended and/or supplemented from time to time (collectively, the "Declaration"); and

WHEREAS, the Declarant is the owner of certain real property as shown on the map or plat thereof, recorded under Clerk's File No. 20140164 filed of record in the Map Records of Fort Bend County, Texas (hereinafter "Section Four"); and

WHEREAS, the Declarant desires to annex Section Four into the Fulbrook on Fulshear Creek subdivision and wishes to subject Section Four to the Declaration and to the jurisdiction of the Fulshear Creek Crossing Homeowners Association, Inc. d/b/a/ Fulbrook on Fulshear Creek Association (the "Association"); and

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

NOW, THEREFORE, pursuant to the powers retained by Declarant under the Declaration, the Declarant hereby annexes Section Four into the Fulbrook on Fulshear Creek subdivision. Section Four shall hereinafter carry with it all the rights, privileges and obligations granted to the Properties described in the Declaration, including but not limited to the right to be annexed, and is hereby annexed into the body of the Properties subject to the Declaration.

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

## ARTICLE I. NOTICES

1.1 Restricted Reserves. Owners of Lots within Section Four are advised that there exist Restricted Reserves "A" "B" "G" and "H" restricted in their use to Landscape/Open Space, Restricted Reserve "D" restricted in its use to Landscape/Open Space/Recreational, and Restricted Reserves "C" and "E" restricted in their use to Landscape/Open Space/Drainage as shown on the plat of Section Four, hereinafter collectively referred to as the "Restricted Reserves". Owners of Lots in Section Four hereby agree to hold harmless the Declarant, the Association, and their respective directors, officers, agents, successors and assigns and release them from any liability for the placement of, construction, design, operation, maintenance and replacement the Restricted Reserves, and agree to indemnify the parties released from any damages they may sustain. Owners further grant an easement to the Declarant and the Association for any incidental noise, lighting, odors, parking and/or traffic, which may occur in the normal operation of the Restricted Reserves. The Association has the right to promulgate Rules and Regulations governing the use of the Restricted Reserves.

Owners whose Lots are adjacent to or abut the Restricted Reserves shall take care and shall not permit any trash, fertilizers, chemicals, petroleum products, environmental hazards or any other foreign matters to infiltrate the Restricted Reserves. Any Owner permitting or causing such infiltration shall indemnify and hold harmless the Association for all costs of clean up and remediation necessary to restore the Restricted Reserves to their condition immediately prior to said infiltration. Owners hereby acknowledge that the Association, its directors, officers, managers, agents, or employees, the Declarant, or any successor declarant, have made no representations or warranties nor has any Owner, occupant, tenant, guest or invitee relied upon any representations or warranties, expressed or implied, relative to water level variances, the use or change in use of said Restricted Reserves.

1.2 Reserve "F". Owners of Lots within the Section Four are advised that there exists Restricted Reserve "F" restricted in its use to a Lift Station, referred to herein as "Reserve F". Owners agree to hold harmless Declarant and the Association, and their respective successors and assigns, and release them from any liability for the existence, operation, and maintenance of Reserve F and agree to indemnify the parties released from any damages they may sustain. Owners grant an easement to Declarant and the Association for any incidental noise, lighting, odors, and traffic which may occur in the normal operation and maintenance of Reserve F. Owners hereby acknowledge that the Association, its directors, officers, managers, agents, or employees, the Declarant, or any successor declarant, have made no representations or warranties nor has any Owner, occupant, tenant, guest or invitee relied upon any representations or warranties, expressed or implied, relative to the use or change in use of Reserve F.

1.3 Pipeline Easements. Owners within Section Four are hereby advised that there exist within Section Four the following pipeline easements (collectively referred to herein as the "Easements"):

- 1) 30' Dow Chemical Pipeline Easement, as more particularly described in the instruments recorded under Volume 274, Page 456, Volume 536, Page 231, Volume 571, Page 131, and document recorded under Clerk's File No. 2014043634 in the Official Public Records of Fort Bend County, Texas;

- 2) 30' Phillips Pipeline Company Pipeline Easement as more particularly described in the instruments recorded under Volume 309, Page 88, and document recorded under Clerk's File No. 2014047361 in the Official Public Records of Fort Bend County, Texas

Owners of the Lots in Section Four hereby agree to hold harmless the Declarant and the Association, and their successors and assigns and release them from any liability for the existence, placement, and/or maintenance of said Easements, and agree to indemnify the parties released from any damages they may sustain. Owners further grant an easement to the Declarant and the Association for any incidental odor, noise and/or visibility of said Easements, and/or traffic which may occur due to the existence of said Easements. Owners hereby acknowledge that the Association, its directors, officers, managers, agents, or employees, the Declarant or any successor declarant have made no representations or warranties nor has any Owner, occupant, tenant, guest or invitee relied upon any representations or warranties, expressed or implied, relative to the use or change in use of said Easements.

### **ARTICLE III. GENERAL RESTRICTIONS**

#### **Section 1. Fences.**

On all Lots, side and rear fencing may be required and shall be in a location and of a material and design as required by the Guidelines and as approved in writing by the ARC.

Owners shall be responsible for the maintenance, repair and/or replacement of all fences located on the Lot, including but not limited to those fences in existence at time of transfer from Builder to Owner. Replacement fences shall be of a similar material and design as originally constructed. The maintenance of any portion of a fence which lies between Lots shall be the joint responsibility of the Lot Owners on whose property the fence lies between. In the event an Owner fails to repair, replace or maintain any fence in a manner consistent with the community-wide standard in the sole discretion of the Board, the Board shall have the right, but not the obligation, through its agents, contractors and/or employees to enter such Lot for the repair and/or replacement of such fence after notice to the Owner. Any expense incurred by the Association in effectuating such repairs/replacement shall be the responsibility of the Owner(s) having such obligation to maintain and shall be secured by the continuing lien on the Lot.

#### **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 Section Four shall be not less than 2,250 square feet.

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

#### **Section 4. Building Setbacks.**

All Lots are subject to the setback requirements and easements on the plat. In the case of a conflict between a setback or easement on the plat and a provision of this Supplemental Declaration, and/or any other dedicatory instrument encumbering Section Four, the more restrictive will control. In the event that two (2) or more adjacent Lots are consolidated into a single Lot by replatting, the applicable setbacks shall apply to the resulting replatted consolidated Lot.

4.1. Front Setback. All single family residences constructed in Section Four shall not be closer than twenty-five feet (25') from the front Lot line.

4.2. Side Setback. All single family residences constructed in Section Four shall not be closer than the greater of five (5) feet from the side Lot lines of the Lots, or the width of an easement.

4.3. Rear Setback. All single family residences constructed in Section Four shall not be closer than the greater of ten (10) feet from the rear Lot lines of the Lots, or the width of an easement.

### **ARTICLE IV. GENERAL PROVISIONS**

#### **Section 1. Intent and Amendment.**

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

(i) unilaterally by the Declarant by an amendment to the Declaration or this Supplemental Declaration; or

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

#### **Section 2. Agreement.**

Each Owner of a Lot in Section Four by such Owner's claim or assertion of ownership or by accepting a deed to any such portion of the Lot in Section Four, whether or not it shall be so expressed in such deed, is hereby conclusively deemed to covenant and agree, as a covenant

running with title to such Lot, to accept and abide by this Supplemental Declaration as well as all restrictions, obligations, requirements and liabilities set forth in the Declaration.

**Section 3. Term.**

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

**Section 4. Severability.**

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

**Section 5. Conflict.**

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

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

SIGNATURE PAGES FOLLOW

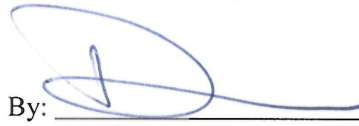


IN WITNESS WHEREOF, the undersigned Declarant has executed this Supplemental Declaration this 19<sup>th</sup> day of AUGUST, 2014.

**DECLARANT:**

FULSHEAR LAND PARTNERS, LTD.,  
a Texas limited partnership

By: New FLP Management, LLC, a Texas  
limited liability company



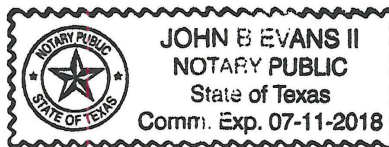
By: \_\_\_\_\_  
Name: DAVID A. CANNON  
Title: AUTHORIZED SIGNATORY

STATE OF TEXAS       §  
                                  §  
COUNTY OF \_\_\_\_\_ §

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

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this 19 day of August 2014.

  
\_\_\_\_\_  
Notary Public – State of Texas



After Recording, Return To:

Robin A. Rice, Esquire  
Rice & Associates, P.C.  
1010 Lamar, Suite 1530  
Houston, Texas 77002



RETURNED AT COUNTER TO:

Ronald Hunt / Rice & Ass.

1010 Lamar #1530

Houston, TX 77002

FILED AND RECORDED  
OFFICIAL PUBLIC RECORDS

*Dianne Wilson*

Dianne Wilson, County Clerk  
Fort Bend County, Texas

August 20, 2014 10:04:03 AM

FEE: \$33.00 MAM  
ANNEX

2014090029



# Fulbrook on Fulshear Creek Homeowners Association, Inc.

Articles of Incorporation



APR 30 2008

**CERTIFICATE OF FORMATION**

**OF**

**Corporations Section**

**FULSHEAR CREEK CROSSING HOMEOWNERS ASSOCIATION, INC.**

I, the undersigned, being of the age of eighteen years or more, acting as incorporator of a corporation do hereby adopt the following Certificate of Formation for such corporation.

**Article 1. Name.** The name of the corporation is Fulshear Creek Crossing Homeowners Association, Inc. (the "Association").

**Article 2. Principal Office.** The initial principal office of the Association is located at 5005 Riverway, Suite 160, Houston, Texas 77056.

**Article 3. Duration.** The Association shall have perpetual duration.

**Article 4. Applicable Statute.** The corporation is organized pursuant to the provisions of Chapters 20 and 22, and the provisions of Title 1 applicable to nonprofit corporations of the *Texas Business Organizations Code*, as it may be amended (the "Act").

**Article 5. Defined Terms.** Capitalized terms used in this Certificate of Formation and not otherwise defined in this Certificate shall have the meanings set forth in the Declaration of Covenants, Conditions and Restrictions for Fulshear Creek Crossing executed by Fulshear Land Partners, Ltd. and recorded or to be recorded in the Official Public Records of Real Property of Fort Bend County, Texas, as it may be amended (the "Declaration").

**Article 6. Purposes and Powers.** The Association does not contemplate pecuniary gain or profit, direct or indirect, to its members.

(a) By way of explanation and not limitation, the purposes for which the Association is formed are:

(i) to be and constitute the Association to which reference is made in the Declaration, to perform all obligations and duties of the Association, and to exercise all rights and powers of the Association, as specified therein, in the By-Laws of the Association ("By-Laws"), and as provided by law; and

(ii) to provide an entity for the furtherance of the interests of the owners of the property which is subject to the Declaration (the "Properties").

(b) In furtherance of its purposes, the Association shall have the following powers, which, unless indicated otherwise by the Declaration or By-Laws, may be exercised by its board of directors:

(i) all of the powers conferred upon nonprofit corporations by common law and the statutes of the State of Texas in effect from time to time;

(ii) all of the powers necessary or desirable to perform the obligations and duties and to exercise the rights and powers set out in this Certificate, the By-Laws, or the Declaration, including, without limitation, the following:

(1) to fix and to collect assessments and other charges to be levied pursuant to the Declaration;

(2) to manage, control, operate, maintain, repair, and improve property subject to the Declaration or any other property as to which the Association has a right or duty to provide such services pursuant to the Declaration, By-Laws, or any covenant, easement, contract, or other legal instrument;

(3) to enforce covenants, conditions, or restrictions affecting any property to the extent the Association may be authorized to do so under the Declaration, By-Laws, or other recorded covenant;

(4) to engage in activities which will actively foster, promote, and advance the common interests of all owners of property subject to the Declaration;

(5) to buy or otherwise acquire, sell or otherwise dispose of, mortgage or otherwise encumber, exchange, lease, hold, use, operate, and otherwise deal in and with real, personal, and mixed property of all kinds and any right or interest therein for any purpose of the Association;

(6) to borrow money for any purpose;

(7) to enter into, make, perform, or enforce contracts of every kind and description, and to do all other acts necessary, appropriate, or advisable in carrying out any purpose of the Association, with or in association with any other association, corporation, or other entity or agency, public or private;

(8) to act as agent, trustee, or other representative of other corporations, firms, or individuals, and as such to advance the business or ownership interests of such corporations, firms, or individuals;

(9) to adopt, alter, and amend or repeal such By-Laws as may be necessary or desirable for the proper management of the affairs of the Association; provided, however, such By-Laws may not be inconsistent with or contrary to any provisions of the Declaration; and

(10) to provide any and all services to the Properties and adjacent properties as the Board of Directors may determine to be necessary or desirable to supplement the services provided by local government.

(c) The foregoing enumeration of powers shall not limit or restrict in any manner the exercise of other and further rights and powers which may now or hereafter be allowed or permitted by law; and the powers specified in each of the paragraphs of this Article 6 are independent powers, not to be restricted by reference to or inference from the terms of any other paragraph or provisions of this Article 6. None of the objects or purposes set out above shall be construed to authorize the Association to do any act in violation of the Act, and all such objects or purposes are subject to the Act.

**Article 7. Membership.** The Association shall be a membership corporation without certificates or shares of stock. The Declarant, for such period as is specified in the Declaration, and each person or entity who is the owner of a Lot (as defined in the Declaration), shall be a member of the Association and shall be entitled to such voting rights and membership privileges as are set forth in the Declaration and the By-Laws.

**Article 8. Board of Directors.** The business and affairs of the Association shall be conducted, managed, and controlled by a board of directors (the "Board of Directors" or "Board"). The Board may delegate its operating authority to such corporations, individuals, and committees as it, in its discretion, may determine.

The Board of Directors shall consist of not less than three (3) nor more than five (5) directors, as determined in accordance with the By-Laws. The initial Board of Directors shall consist of three (3) directors. The names and addresses of the members of the initial Board of Directors, who shall hold office until their successors are elected and have qualified, or until their resignation or removal, are as follows:

|                    |  |
|--------------------|--|
| Douglas H. Konopka | 5005 Riverway, Suite 160, Houston, Texas 77056 |
| Noah Worley        | 5005 Riverway, Suite 160, Houston, Texas 77056 |
| Jerry McGreer      | 5005 Riverway, Suite 160, Houston, Texas 77056 |

The number, the method of selection, removal, and filling of vacancies on the Board of Directors, and the term of office of members of the Board of Directors, shall be as set forth in the By-Laws.

**Article 9. Indemnification of Directors.** The Association shall indemnify its officers, directors and committee members as and to the extent required by the By-Laws. No amendment to or repeal of this Article shall apply to or have any effect on the liability or alleged liability of any director of the Association for or with respect to any acts or omissions of such director occurring prior to such amendment or repeal.

**Article 10. Dissolution.** The Association may be dissolved only upon a resolution duly adopted by its Board of Directors and approved by the affirmative vote of two-thirds (2/3) of the members of the Association who are present in person or by proxy at a meeting of the members called for this purpose. In addition, so long as the Declarant owns any property subject to the Declaration, the written consent of the Declarant shall be required. The Association is authorized, upon its winding up, to distribute its assets in a manner other than as provided by Section 22.304 of the Act, in accordance with a plan of distribution adopted pursuant to Chapter 22 of the Act, which plan may but shall not require distribution of the remaining property of the Association for tax-exempt purposes to an organization exempt under Section 501(c)(3), Internal Revenue Code, or described by Section 170(c)(1) or (2), Internal Revenue Code.

**Article 11. Merger and Consolidation.** The Association may merge or consolidate only upon a resolution duly adopted by its Board of Directors and by the affirmative vote of two-thirds (2/3) of the members of the Association who are present in person or by proxy at a



meeting of the members called for this purpose. In addition, so long as the Declarant owns any property subject to the Declaration, written consent of the Declarant shall be required.

**Article 12. Amendments.** This Certificate of Formation may be amended only upon a resolution duly adopted by the Board of Directors and approved by the affirmative vote of members entitled to cast two-thirds (2/3) of the votes of the members of the Association who are present in person or by proxy at a meeting of the members called for this purpose. In addition, so long as the Declarant owns any property subject to the Declaration, the consent of the Declarant shall be required for any amendment of this Certificate of Formation. Written notice containing the proposed amendment or a summary of the changes to be effected by the amendment shall be given to each member entitled to vote on such amendment within the time and in the manner provided in the By-Laws for giving notice of a meeting to the members.

**Article 13. Registered Agent and Office.** The initial registered office of the Corporation is at 5005 Riverway, Suite 160, Houston, Texas 77056, and the initial registered agent at such address is Douglas H. Konopka.

**Article 14. Effective Date.** This Certificate of Formation shall become effective when filed by the Secretary of State for the State of Texas.

**Article 15. Incorporator.** The name and address of the incorporator are as follows:

David W. Parker  
Coats, Rose, Yale, Ryman & Lee, P.C.  
3 Greenway Plaza, Suite 2000  
Houston, Texas 77046

IN WITNESS WHEREOF, the undersigned signs this document the 29<sup>th</sup> day of April, 2008 subject to the penalties imposed by law for the submission of materially false or fraudulent instrument.

  
David W. Parker, Incorporator



Corporations Section  
P.O.Box 13697  
Austin, Texas 78711-3697



John Steen  
Secretary of State

## Office of the Secretary of State

December 06, 2012

robertsmarkel PC Attorneys And Counselors At Law  
2800 Post Oak Boulevard, 57th Floor  
Houston, TX 77056 USA

RE: Fulshear Creek Crossing Homeowners Association, Inc.  
File Number: 800972512

Assumed Name:  
Fulbrook on Fulshear Creek Association

File Date: 12/04/2012

It has been our pleasure to file the assumed name certificate for the above referenced entity. Enclosed is the certificate evidencing filing. Payment of the filing fee is acknowledged by this letter.

In addition to filing with the Secretary of State, Chapter 71 of the Texas Business and Commerce Code requires filing of the assumed name certificate with the county clerk in the county in which the principal office of the entity is located. If the entity is required by law to maintain a registered office in Texas, the assumed name certificate is also required to be filed in the county in which the registered office is located.

If we can be of further service at any time, please let us know.

Sincerely,

Corporations Section  
Business & Public Filings Division

Enclosure

*Come visit us on the internet at <http://www.sos.state.tx.us/>*

Phone: (512) 463-5555  
Prepared by: Angie Hurtado

Fax: (512) 463-5709  
TID: 10336

Dial: 7-1-1 for Relay Services  
Document: 455521290002

Corporations Section  
P.O.Box 13697  
Austin, Texas 78711-3697



John Steen  
Secretary of State

## Office of the Secretary of State

### CERTIFICATE OF FILING OF

Fulshear Creek Crossing Homeowners Association, Inc.

File Number: 800972512

Assumed Name:

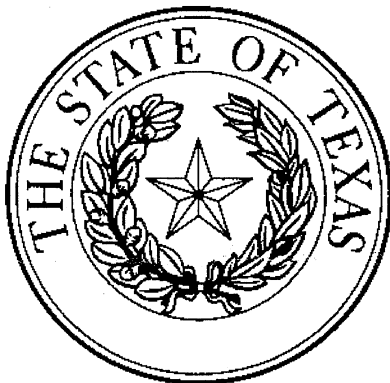
Fulbrook on Fulshear Creek Association

The undersigned, as Secretary of State of Texas, hereby certifies that the assumed name certificate for the above named entity has been received in this office and filed as provided by law on the date shown below.

ACCORDINGLY the undersigned, as Secretary of State, and by virtue of the authority vested in the secretary by law hereby issues this Certificate of Filing.

Dated: 12/04/2012

Effective: 12/04/2012



A handwritten signature in black ink, appearing to read "John Steen".

John Steen  
Secretary of State

**Form 503**  
**(Revised 05/11)**  
 Return in duplicate to:  
 Secretary of State  
 P.O. Box 13697  
 Austin, TX 78711-3697  
 512 463-5555  
 FAX: 512 463-5709  
**Filing Fee: \$25**



This space reserved for office use.

**FILED**  
 In the Office of the  
 Secretary of State of Texas

DEC 04 2012

**Assumed Name Certificate**

**Corporations Section**

**Assumed Name**

1. The assumed name under which the business or professional service is, or is to be, conducted or rendered is: Fulbrook on Fulshear Creek Association

**Entity Information**

2. The legal name of the entity filing the assumed name is:

Fulshear Creek Crossing Homeowners Association, Inc.

*State the name of the entity as currently shown in the records of the secretary of state or on its organizational documents, if not filed with the secretary of state.*

3. The entity filing the assumed name is a: (Select the appropriate entity type below.)

- For-profit Corporation
- Nonprofit Corporation
- Professional Corporation
- Professional Association
- Other
- Limited Liability Company
- Limited Partnership
- Limited Liability Partnership
- Cooperative Association

*Specify type of entity. For example, foreign real estate investment trust, state bank, insurance company, etc.*

4. The file number, if any, issued to the entity by the secretary of state is: 0800972512

5. The state, country, or other jurisdiction of formation of the entity is: USA

6. The registered office or similar office address of the entity in its jurisdiction of formation is:

5295 Hollister Street

*Street Address*

|                |              |                |                           |
|----------------|--------------|----------------|---------------------------|
| <u>Houston</u> | <u>TX</u>    | <u>USA</u>     | <u>77040</u>              |
| <i>City</i>    | <i>State</i> | <i>Country</i> | <i>Zip or Postal Code</i> |

7. The entity's principal office address in Texas is: (See instructions.)

|                              |                |              |                           |
|------------------------------|----------------|--------------|---------------------------|
| <u>5295 Hollister Street</u> | <u>Houston</u> | <u>TX</u>    | <u>77040</u>              |
| <i>Street Address</i>        | <i>City</i>    | <i>State</i> | <i>Zip or Postal Code</i> |

8. The entity is not organized under the laws of Texas and is not required by law to maintain a registered agent and registered office in Texas. Its office address outside the state is:

|                       |             |              |                           |
|-----------------------|-------------|--------------|---------------------------|
| <i>Street Address</i> | <i>City</i> | <i>State</i> | <i>Zip or Postal Code</i> |
|-----------------------|-------------|--------------|---------------------------|

**Period of Duration**

9a. The period during which the assumed name will be used is 10 years from the date of filing with the secretary of state.

OR

9b. The period during which the assumed name will be used is \_\_\_\_\_ years from the date of filing with the secretary of state (not to exceed 10 years).

OR

9c. The assumed name will be used until \_\_\_\_\_ (not to exceed 10 years).  
*mm/dd/yyyy*

**County or Counties in which Assumed Name Used**

10. The county or counties where business or professional services are being or are to be conducted or rendered under the assumed name are:

All counties

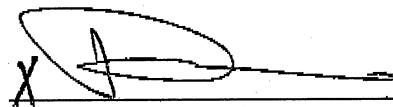
All counties with the exception of the following counties: \_\_\_\_\_

Only the following counties: \_\_\_\_\_

**Execution**

The undersigned signs this document subject to the penalties imposed by law for the submission of a materially false or fraudulent instrument and also certifies that the person is authorized to sign on behalf of the identified entity. If the undersigned is acting in the capacity of an attorney in fact for the entity, the undersigned certifies that the entity has duly authorized the undersigned in writing to execute this document.

Date: 10/25/2012

X   
\_\_\_\_\_  
DAVID A. CANNON, PRESIDENT

Signature of a person authorized by law to sign on behalf of the identified entity (see instructions)

ASSUMED NAME RECORD (D.B.A.)  
CERTIFICATE OF OWNERSHIP FOR BUSINESS OR PROFESSION

NOTICE: THIS CERTIFICATE OF OWNERSHIP PROPERLY EXECUTED IS TO BE FILED IMMEDIATELY WITH THE COUNTY CLERK AS PROVIDED BY LAW.



DIANNE WILSON  
COUNTY CLERK, FORT BEND COUNTY  
301 JACKSON, RICHMOND, TEXAS 77469-3108  
(281) 341-8685  
\*\*\*\*\*

NAME UNDER WHICH BUSINESS IS TO BE CONDUCTED:

FULBROOK ON FULSHEAR CREEK ASSOCIATION

(Print or type name of business)

BUSINESS ADDRESS: 5295 Hollister Street CITY: Houston STATE TX ZIP 77040

MAILING ADDRESS: \_\_\_\_\_ CITY: \_\_\_\_\_ STATE \_\_\_\_\_ ZIP \_\_\_\_\_

(If different than business address)

TIME PERIOD BUSINESS NAME WILL BE USED (not to exceed 10 years) 10 years.

NOTICE: CERTIFICATES OF OWNERSHIP ARE VALID ONLY FOR A TIME PERIOD NOT TO EXCEED 10 YEARS FROM DATE FILED WITH THE COUNTY CLERK (BUSINESS AND COMMERCE CODE SECTION 71.151)

CERTIFICATE OF OWNERSHIP

I/We the undersigned, are the owner(s) of the above business and my/our name(s) and address(es) given is/are true and correct and there are no other owners in said business. PRINT OR TYPE NAME. NOTE: SIGNATURE(S) MUST BE SIGNED IN FRONT OF A NOTARY

NAME: Fulshear Creek Crossing Homeowners Association, Inc. SIGNATURE: [Signature]  
(Print Owner or Corporation Name) David A. Cannon, President

(If Corporation, print your Name and Title)

ADDRESS: 5295 Hollister Street, Houston, TX 77040

NAME: \_\_\_\_\_ SIGNATURE: \_\_\_\_\_  
(Print Second Owner's Name)

ADDRESS: \_\_\_\_\_

NAME: \_\_\_\_\_ SIGNATURE: \_\_\_\_\_  
(Print Third Owner's Name)

ADDRESS: \_\_\_\_\_

NAME: \_\_\_\_\_ SIGNATURE: \_\_\_\_\_  
(Print Fourth Owner's Name)

ADDRESS: \_\_\_\_\_

THE STATE OF TEXAS )  
COUNTY OF FORT BEND )

Before me, the undersigned authority, on this day personally appeared DAVID A CANNON

those person(s) whose name(s) are lined above known to me to be the person(s) subscribed to the foregoing instrument and acknowledged to me that they are the owner(s) of the above named business and that they signed the same for the purpose and consideration herein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS 25<sup>th</sup> DAY OF OCTOBER 2012

(SEAL)

[Signature]  
Signature of notary public/deputy county clerk



# Fulbrook on Fulshear Creek Homeowners Association, Inc.

Budget



|  | 2020   | 2021   |
|--|--------|--------|
|  | Budget | Budget |

**INCOME**

|          |                                    |                   |                     |
|----------|------------------------------------|-------------------|---------------------|
| 4000 010 | Assessment Income - Owners         | 624,000.00        | 820,800.00          |
| 4000 060 | Assessment Income - Prorated Asses | 70,200.00         | 78,000.00           |
| 4300 010 | Finance Charges -                  | 4,500.00          | 4,500.00            |
| 4310 010 | Clubhouse Rental Income -          | 750.00            | 500.00              |
| 4315 000 | Pool Tag Income -                  | 500.00            | 250.00              |
| 4360 000 | Commercial POA Reimb - Reimburse   | 25,000.00         | 25,000.00           |
| 4400 000 | Capitalization Fees -              | 129,600.00        | 72,000.00           |
|          |                                    | -----             |                     |
|          | <b>TOTAL INCOME</b>                | <b>854,750.00</b> | <b>1,001,050.00</b> |

**EXPENSES**

|          |                                      |            |            |
|----------|--------------------------------------|------------|------------|
| 5100 010 | Administrative Fees - Other          | 2,500.00   | 2,500.00   |
| 5140 010 | Access Control - Maintenance         | 1,000.00   | 1,500.00   |
| 5250 000 | Audit/Tax Preparation -              | 1,500.00   | 1,500.00   |
| 5300.000 | Community Events                     |            | 20,000.00  |
| 5400 000 | Office Supplies -                    | 1,200.00   | 1,200.00   |
| 5400 010 | Office Supplies - Postage            | 250.00     | 1,000.00   |
| 5550 000 | Taxes - Property Taxes               | 1,500.00   | 1,500.00   |
| 5600 000 | Management Fees -                    | 33,375.00  | 42,000.00  |
| 5650 000 | Legal Fees - Legal Corporate         | 1,500.00   | 3,000.00   |
| 5650 020 | Legal Fees - Legal Collections       | 1,100.00   | 1,100.00   |
| 5700 000 | Insurance -                          | 29,000.00  | 30,862.00  |
| 5750 000 | Holiday Decorations -                | 3,000.00   | 5,000.00   |
| 5760 000 | Payroll - PR Onsite                  | 52,000.00  | 28,000.00  |
| 5800 000 | Website - Website Contract           | 1,800.00   | 1,800.00   |
| 5850 000 | Landscape - Lnds Contract            | 220,000.00 | 220,000.00 |
| 5850 010 | Landscape - Lnds Extra               | 20,000.00  | 40,000.00  |
| 5850 030 | Landscape - Irrigation Repairs       | 7,500.00   | 10,000.00  |
| 5850 050 | Landscape - Seasonal Planting        | 7,500.00   | 7,500.00   |
| 5850 060 | Landscape - Fertilizer               |            | 10,580.00  |
| 5850 070 | Landscape - Mulch                    |            | 15,000.00  |
| 5850 080 | Landscape - Tree Maintenance         | 5,000.00   | 15,000.00  |
| 5900 000 | Maint. & Rprs - Common Area          | 40,000.00  | 40,000.00  |
| 5900 015 | Maint. & Rprs - Fitness Ctr Maint.   | 15,000.00  | 15,000.00  |
| 5900 030 | Maint. & Rprs - Park/Playground Mtnc | 0.00       | 6,000.00   |
| 5900 095 | Maint. & Rprs - Flag Maint.          | 1,000.00   | 1,000.00   |
| 5950 000 | Electricity - Common Area Electric   | 20,000.00  | 20,000.00  |
| 5950 010 | Electricity - Streetlights           | 40,000.00  | 45,000.00  |
| 6000 010 | Water - Irrigation Water             | 70,000.00  | 70,000.00  |
| 6050 000 | Telecomm - Telephone                 | 6,500.00   | 8,724.00   |

|          |   |           |           |
|----------|---|-----------|-----------|
| 6150 000 | Pest Control - Pest Cntrl -Contract     | 4,560.00  | 4,560.00  |
| 6200 000 | Lifestyle Management -                  | 20,000.00 | 20,000.00 |
| 6250 000 | Fitness Management -                    | 35,900.00 | 37,860.00 |
| 6400 000 | Reserve Contribution -                  | 70,000.00 | 83,039.00 |
| 6450 000 | Lake Management - Lke Mgmt Contræ       | 6,080.00  | 6,080.00  |
| 6450 020 | Lake Management - Lke Mgmt Chem.        | 1,500.00  | 2,000.00  |
| 6500 000 | Pool - Contract                         | 70,000.00 | 73,495.00 |
| 6500 010 | Pool - Repairs                          | 30,000.00 | 40,000.00 |
| 6500 065 | Pool - Furniture                        | 12,135.00 | 12,000.00 |
| 6550 000 | Janitorial Services - Janitorial Expens | 21,600.00 | 15,000.00 |
| 6700 045 | Miscellaneous Expense - COVID 19 F      | 0.00      | -         |
| 6750 010 | Wildlife Management -                   | 750.00    | 2,250.00  |
| 6800 000 | Capital Improvements                    |           | 40,000.00 |

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|                       |                   |                     |
|-----------------------|-------------------|---------------------|
| <b>TOTAL EXPENSES</b> | <b>854,750.00</b> | <b>1,001,050.00</b> |
|-----------------------|-------------------|---------------------|

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|                                  |             |          |
|----------------------------------|-------------|----------|
| <b>CURRENT YEAR NET INCOME /</b> | <b>0.00</b> | <b>-</b> |
|----------------------------------|-------------|----------|

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Lot Takedown

| Yr 2021 |          |          |       |
|---------|----------|----------|-------|
| October | November | December | Total |
|         | 5        | 5        | 5     |
|         |          |          | 60    |

| Yr 2021 |          |          |        |
|---------|----------|----------|--------|
| October | November | December | Total  |
| 10      | 10       | 10       | 120    |
| 3,000   | 2,000    | 1,000    | 78,000 |

| Yr 2020 |          |          |        |
|---------|----------|----------|--------|
| October | November | December | Total  |
| 5       | 5        | 5        | 60     |
| 6,000   | 6,000    | 6,000    | 72,000 |

# Fulbrook on Fulshear Creek Homeowners Association, Inc.

Bylaws



FCC IV B

Exhibit "B"

**BY-LAWS**

**OF THE**

**FULSHEAR CREEK CROSSING HOMEOWNERS ASSOCIATION, INC.**

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**BY-LAWS**  
**OF**  
**FULSHEAR CREEK CROSSING HOMEOWNERS ASSOCIATION, INC.**

Article I

Name and Definitions

A. Name. The name of the Association shall be Fulshear Creek Crossing Homeowners Association, Inc. (hereinafter sometimes referred to as the "Association").

B. Principal Office. The principal office of the Association shall be located in Fort Bend County, Texas or Harris County, Texas.

C. Definitions. The words used in these By-Laws which are not defined herein shall have the same meanings as set forth in that certain Declaration of Covenants, Conditions and Restrictions for Fulshear Creek Crossing executed by Fulshear Land Partners, Ltd. and recorded or to hereafter be recorded in the Official Records of Fort Bend County, Texas (said Declaration, as amended, renewed, or extended from time to time, is hereinafter sometimes referred to as the "Declaration").

Article II

Membership, Meetings, Quorum, Voting, Proxies

A. Membership. The Association shall initially have two (2) classes of membership, Class "A" and Class "B", as more fully set forth in the Declaration and specifically incorporated herein by reference.

B. Place of Meetings. Meetings of the Members of the Association shall be held at the principal office of the Association or at such other suitable place as may be designated by the Board of Directors.

C. Annual Meetings. The first meeting of the Members of the Association, whether a regular or special meeting, shall be held within one (1) year after the date on which the first residence in the Properties is conveyed to a home owner. Subsequent regular annual meetings shall be set by the Board.

D. Special Meetings. The President may call special meetings. In addition, it shall be the duty of the President to call a special meeting of the Members of the Association if so directed by resolution of a majority of a quorum of the Board of

Directors or upon a petition signed by Members representing at least twenty (20%) of the total Class "A" votes of the Association or the Declarant. The notice of any special meeting shall state the date, time, and place of such meeting and the purpose thereof.

E. Notice of Meetings. Written or printed notice stating the place, day, and hour of any meeting of the Members shall be delivered, either personally or by mail, to each Member entitled to vote at such meeting, not less than ten (10) nor more than sixty (60) days before the date of such meeting, by or at the direction of the President or the Secretary or the officers or persons calling the meeting. Such notice must contain a description of the topics or issues to be discussed.

In the case of a special meeting or when required by statute or these By-Laws, the purpose or purposes for which the meeting is called shall be stated in the notice. No business shall be transacted at a special meeting except as stated in the notice.

If mailed, the notice of a meeting shall be deemed to be delivered when deposited in the United States mail addressed to the Members at his or her address as it appears on the records of the Association, with postage thereon prepaid.

F. Waiver of Notice. Waiver of notice of a meeting shall be deemed the equivalent of proper notice. Any Member may, in writing, waive notice of any meeting, either before or after such meeting. Attendance at a meeting by a Member shall be deemed waiver by such Member of notice of the time, date, and place thereof, unless such Member specifically objects to lack of proper notice at the time the meeting is called to order. Attendance at a special meeting shall also be deemed waiver of notice of all business transacted thereat unless objection to the calling or convening of the meeting, of which proper notice was not given, is raised before the business is put to a vote.

G. Adjournment of Meetings. If any meeting of the Members cannot be held because a quorum is not present, a majority of the Members who are present at such meeting, either in person or by alternate, may adjourn the meeting to a time not less than five (5) nor more than sixty (60) days from the time the original meeting was called. At the reconvened meeting, if a quorum is present, any business that might have been transacted at the meeting originally called may be transacted. If a time and place for reconvening the meeting is not fixed by those in attendance at the original meeting or if for any reason a new date is fixed for reconvening the meeting after adjournment, notice of the time and place for reconvening the meeting shall be given to the Members in the manner prescribed for regular meetings.

H. Voting and Proxies. The voting rights of the Members shall be as set forth in the Declaration, and such voting rights provisions are specifically incorporated herein.



Members may vote in person or by proxy. All proxies shall be in writing and filed with the Secretary. Every proxy shall be revocable and shall automatically cease upon conveyance by the Member of his or her Lot.

I. Majority. As used in these By-Laws, the term "majority" shall mean those votes, owners, or other groups as the context may indicate totaling more than fifty (50%) percent of the total eligible number.

J. Quorum. Except as otherwise provided in these By-Laws or in the Declaration, the presence in person or by proxy of Members entitled to cast ten percent (10%) of the votes of each class of the Members shall constitute a quorum at all meetings of the Members. If a quorum is not present at a meeting and the meeting is reconvened to a later date as specified in Section II(G) above, the requirement for a quorum at the reconvened meeting shall be reduced to 50% of the requirement for the meeting at which a quorum was not present.

K. Conduct of Meetings. The President shall preside over all meetings of the Association, and the Secretary shall keep the minutes of the meeting and record in a minute book all resolutions adopted at the meeting and all transactions occurring at the meeting.

L. Action Without a Meeting. Any action required by law to be taken at a meeting of the Association or any action that may be taken at a meeting of the Association, may be taken without a meeting if written consent setting forth the action so taken is signed by all of the Members entitled to vote with respect to the subject matter thereof, and any such consent shall have the same force and effect as a unanimous vote of the Members.

### Article III

#### Board of Directors: Number, Powers, Meetings

##### A. Composition and Selection.

Section 1. Governing Body: Composition. The affairs of the Association shall be governed by a Board of Directors, each of whom shall have one (1) vote. Directors are not required to be Members.

Section 2. Number of Directors. The number of directors in the Association shall be not less than three (3). The initial Board shall consist of three (3) members as identified in the Certificate of Formation.

Section 3. Appointment and Election of Directors.

(a) During the period prior to the termination of the Class "B" Membership (the "Class B Control Period"), all members of the Board of Directors shall be appointed by the Declarant.

(b) At the first annual meeting of the Members after the expiration of the Class B Control Period, the Members shall elect three (3) directors, one to serve a one-year term and two to serve a two-year term. At each annual meeting thereafter, the Members shall elect the number of directors whose terms are expiring to serve a term of two (2) years.

Section 4. Nomination of Directors. After the expiration of the Class B Control Period, nominations for election to the Board of Directors may be made by a Nominating Committee. If created, the Nominating Committee shall consist of a Chairman, who shall be a member of the Board of Directors, and three (3) or more Members of the Association. The Nominating Committee shall be appointed by the Board of Directors not less than thirty (30) days prior to each annual meeting of the Members to serve a term of one (1) year or until their successors are appointed, and such appointment shall be announced at each such annual meeting. The Nominating Committee shall make as many nominations for election to the Board of Directors as it shall in its discretion determine but in no event less than the number of positions to be filled. All candidates shall have a reasonable opportunity to communicate their qualifications to the Members and to solicit votes.

Section 5. Removal of Directors and Vacancies. Any director may be removed, with or without cause, by the Declarant during the Class B Control Period and thereafter by the Members at a meeting called for such purpose. Any director whose removal is sought by vote of the Members after the expiration of the Class B Control Period shall be given notice prior to any meeting called for that purpose. Upon removal of a director during the Class B Control Period, a successor shall be designated by the Declarant. Thereafter, the successor to a removed director shall be designated by the remaining directors. The replacement director shall serve for the remainder of the term of the removed director.

Any director who has three (3) consecutive unexcused absences from Board meetings or who is delinquent in the payment of any assessment or other charge due the Association for more than thirty (30) days may be removed by a majority of the directors present at a regular or special meeting at which a quorum is present.

In the event of the death, disability, removal or resignation of a director during the Class B Control Period, the Declarant shall appoint a successor. In such event thereafter, the remaining members of the Board shall appoint a successor.

Section 6. Right To Disapprove Actions. This Section 6 may not be amended without the express, written consent of the Declarant as long as the Class "B" Membership exists.

So long as the Class "B" Membership exists, the Declarant shall have a right to disapprove actions of the Board and any committee, as is more fully provided in this Section. This right shall be exercisable only by the Declarant, its successors, and assigns who specifically take this power in a recorded instrument. The right to disapprove shall be as follows:

No action authorized by the Board of Directors or any committee shall become effective, nor shall any action, policy, or program be implemented until and unless:

(a) The Declarant shall have been given written notice of all meetings and proposed actions approved at meetings of the Board or any committee thereof by certified mail, return receipt requested, or by personal delivery at the address the Declarant has registered with the Secretary of the Association, as it may change from time to time; and

(b) The Declarant shall be given the opportunity at any such meeting to join in or to have its representatives or agents join in discussion from the floor of any prospective action, policy, or program to be implemented by the Board, any committee thereof, or the Association. The Declarant, its representative or agents shall make its concerns, thoughts, and suggestions known to the members of the subject committee and/or the Board. The Declarant shall have and is hereby granted a right to disapprove any such action, policy, or program authorized by the Board of Directors or any committee thereof and to be taken by the Board, such committee, the Association, or any individual member of the Association, if Board, Committee, or Association approval is necessary for such action. This right may be exercised by the Declarant, its representatives, or agents at any time within ten (10) days following the meeting held pursuant to the terms and provisions hereof. The Declarant shall not use its right to disapprove to reduce the level of services that the Association is obligated to provide or to prevent capital repairs or any expenditure required to comply with applicable laws and regulations.

B. Meetings.

Section 1. Organizational Meetings. The first meeting of the Board of Directors following each annual meeting of the Members shall be held within ten (10) days thereafter at such time and place as shall be fixed by the Board.

Section 2. Regular Meetings. Regular meetings of the Board of Directors may be held at such time and place as shall be determined from time to time by a majority of the directors. Notice of the time and place of the meeting shall be communicated to the directors not less than four (4) days prior to the meeting; provided, however, notice of a meeting need not be given to any director who has signed a waiver of notice or a written consent to holding of the meeting.

Section 3. Special Meetings. Special meetings of the Board of Directors shall be held when called by written notice signed by the President of the Association or by any two (2) directors. The notice shall specify the time and place of the meeting. The notice shall be given to each director by one of the following methods: (a) by personal delivery; (b) written notice by first class mail, postage prepaid; (c) by telephone communication, either directly to the director or to a person at the director's office or home who would reasonably be expected to communicate such notice promptly to the director; or (d) by telegram, charges prepaid. All such notices shall be given at the director's telephone number or sent to the director's address as shown on the records of the Association. Notices sent by first-class mail shall be deposited into a United States mailbox at least four (4) days before the time set for the meeting. Notices given by personal delivery, telephone, or telegraph shall be delivered, telephoned, or given to the telegraph company at least seventy-two (72) hours before the time set for the meeting.

Section 4. Waiver of Notice. The transaction of any meeting of the Board of Directors, however called and noticed or wherever held, shall be as valid as though taken at a meeting duly held after regular call and notice if (a) a quorum is present, and (b) either before or after the meeting, each of the directors not present signs a written waiver of notice, a consent to holding the meeting, or an approval of the minutes. The waiver of notice or consent need not specify the purpose of the meeting. Notice of a meeting shall also be deemed given to any director who attends the meeting without protesting before or at its commencement about the lack of adequate notice.

Section 5. Quorum of Board of Directors. At all meetings of the Board of Directors, a majority of the directors shall constitute a quorum for the transaction of business, and the votes of a majority of the directors present at a meeting at which a quorum is present shall constitute the decision of the Board of Directors. If any meeting of the Board cannot be held because a quorum is not present, a majority of the directors who are present at such meeting may adjourn the meeting to a time not less than five (5) nor more than thirty (30) days from the date the original meeting was called. At the

reconvened meeting, if a quorum is present, any business that might have been transacted at the meeting originally called may be transacted without further notice.

Section 6. Compensation. No director shall receive any compensation from the Association for acting as such; provided, however, that a director may be reimbursed for expenses incurred on behalf of the Association upon approval of a majority of the other directors.

Section 7. Conduct of Meetings. The President shall preside over all meetings of the Board of Directors, and the Secretary shall keep a minute book of meetings of the Board of Directors, recording therein all resolutions adopted by the Board of Directors and all transactions and proceedings occurring at such meetings.

Section 8. Open Meetings. Subject to the provisions of Section B(9) of this Article, all meetings of the Board shall be open to all Members, but Members other than directors may not participate in any discussion or deliberation unless permission to speak is requested on his or her behalf by a director. In such case, the President may limit the time any Member may speak. Notwithstanding the above, the President may adjourn any meeting of the Board of Directors and reconvene in executive session, excluding Members, to discuss matters of a sensitive nature, such as pending or threatened litigation, personnel matters, etc.

Section 9. Action Without a Formal Meeting. Any action to be taken at a meeting of the directors or any action that may be taken at a meeting of the directors may be taken without a meeting if consent in writing, setting forth the action so taken, shall be signed by all of the directors, and such consent shall have the same force and effect as a unanimous vote.

#### C. Powers and Duties.

Section 1. Powers. The Board of Directors shall be responsible for the affairs of the Association and shall have all of the powers and duties necessary for the administration of the Association's affairs.

The Board of Directors shall delegate to one or more of its members the authority to act on behalf of the Board of Directors on all matters relating to the duties of the managing agent or manager, if any, that might arise between meetings of the Board of Directors.

In addition to the duties imposed by these By-Laws or by any resolution of the Association that may hereafter be adopted, the Board of Directors shall have the power

to establish policies relating to, and shall be responsible for performing or causing to be performed, the following, in way of explanation, but not limitation:

- (a) preparing and adopting of annual budgets;
- (b) making assessments, establishing the means and methods of collecting such assessments, and establishing the payment schedule for assessments if other than annual;
- (c) providing for the operation, care, upkeep and maintenance of all Common Area, if any;
- (d) designating, hiring, and dismissing the personnel necessary for the operation of the Association and the maintenance, operation, repair, and replacement of its property and the Common Area, if any, and, where appropriate, providing for the compensation of such personnel and for the purchase of equipment, supplies, and materials to be used by such personnel in the performance of their duties;
- (e) collecting the assessments, depositing the proceeds thereof in a bank depository that it shall approve, and using the proceeds to operate the Association; provided, any reserve fund may be deposited, in the directors' best business judgment, in depositories other than banks;
- (f) making and amending rules and regulations;
- (g) opening of bank accounts on behalf of the Association and designating the signatories required;
- (h) making or contracting for the making of repairs, additions, and improvements to or alterations of the Common Area, if any, in accordance with the other provisions of the Declaration and these By-Laws after damage or destruction by fire or other casualty;
- (i) enforcing by legal means the provisions of the Declaration, these By-Laws, and the rules and regulations adopted by the Association and bringing any proceedings that may be instituted on behalf of or against the Owners concerning the Association;
- (j) obtaining and carrying insurance against casualties and liabilities and paying the premium cost thereof;



(k) paying the cost of all services rendered to the Association or its Members and not chargeable directly to specific Owners;

(l) keeping books with detailed accounts of the receipts and expenditures affecting the Association and its administration, specifying the maintenance and repair expenses and any other expenses incurred;

(m) maintaining a membership register reflecting, in alphabetical order, the names, property addresses and mailing addresses of all Members;

(n) making available to any prospective purchaser, any Owner, any mortgagee, and the holders, insurers, and guarantors of a mortgage, current copies of the Declaration, the Certificate of Formation, the By-Laws, rules governing the Properties and all other books, records, and financial statements of the Association; and

(o) permitting utility suppliers to use portions of the Common Area, if any, reasonably necessary to the ongoing development or operation of the Properties.

Section 2. Management. The Board of Directors may employ for the Association a professional management agent or agents at a compensation established by the Board of Directors to perform such duties and services as the Board of Directors shall authorize. The Board of Directors may delegate to the managing agent or manager, subject to the Board's supervision, all of the powers granted to the Board of Directors by these By-Laws to the extent permitted by law.

Section 3. Accounts and Reports. The following management standards of performance will be followed unless the Board by resolution specifically determines otherwise:

(a) Accrual accounting, as defined by generally accepted accounting principles, shall be employed.

(b) Accounting and controls should conform to generally accepted accounting principles.

(c) Cash accounts of the Association shall not be commingled with any other accounts.

(d) No remuneration shall be accepted by the managing agent from vendors, independent contractors, or others providing goods or services to the Association, whether in the form of commissions, finder's fees, service fees, prizes, gifts, or otherwise; anything of value received shall benefit the Association.

(e) Any financial or other interest that the managing agent may have in any firm providing goods or services to the Association shall be disclosed promptly to the Board of Directors.

(f) Commencing at the end of the month in which the first Lot is sold and closed, financial reports shall be prepared for the Association at least quarterly containing:

(i) an income statement reflecting all income and expense activity for the preceding period on an accrual basis;

(ii) a statement reflecting all cash receipts and disbursements for the preceding period;

(iii) a variance report reflecting the status of all accounts in an "actual" versus "approved" budget format;

(iv) a balance sheet as of the last day of the preceding period;  
and

(v) a delinquency report listing all Owners who are delinquent in paying any assessments at the time of the report and describing the status of any action to collect such assessments that remain delinquent.

Section 4. Borrowing. The Board of Directors shall have the power to borrow money for any purpose without the approval of the Members of the Association except as may otherwise be specified in the Certificate of Formation or the Declaration.

Section 5. Rights of the Association. With respect to the Common Area, if any, and in accordance with the Certificate of Formation and the Declaration, the Association shall have the right to contract with any person or entity for the performance of various duties and functions. Without limiting the foregoing, this right shall entitle the Association to enter into common management, operational, or other agreements with trusts, condominiums, cooperatives, or other property owner or resident associations, both within and without the Properties. Such agreements shall require the consent of a majority of the total number of directors of the Association.

Section 6. Enforcement. The Board shall have the power to impose reasonable fines, which shall constitute a lien upon the property of the violating Owner, and to suspend an Owner's right to vote or any person's right to use the Common Area, if any, for violation of any duty imposed under the Declaration, these By-Laws, or any rules



and regulations duly adopted by the Association; provided, however, nothing herein shall authorize the Association or the Board of Directors to limit ingress and egress to or from a Lot. In addition, the Association shall be entitled to suspend any services provided by the Association to a Lot in the event that the Owner of such Lot is more than thirty (30) days delinquent in paying any assessment due to the Association. In the event that an occupant, guest or invitee of a Lot violates the Declaration, By-Laws, or a rule or regulation and a fine is imposed, the fine shall first be assessed against the occupant; provided, however, if the fine is not paid by the occupant within the time period set by the Board, the Owner shall pay the fine upon notice from the Association. The failure of the Board to enforce any provision of the Declaration, By-Laws, or any rule or regulation shall not be deemed a waiver of the right of the Board to do so thereafter.

Notwithstanding anything to the contrary herein contained, the Association, acting through the Board of Directors, may elect to enforce any provision of the Declaration, these By-Laws, or the rules and regulations of the Association by self-help (specifically including, but not limited to, the towing of vehicles that are in violation of parking rules and regulations) or by suit at law or in equity to enjoin any violation or to recover monetary damages or both without the necessity of compliance with the procedure set forth above. In any such action, to the maximum extent permissible, the Owner or occupant responsible for the violation of which abatement is sought shall pay all costs, including reasonable attorneys' fees actually incurred.

#### Article IV

##### Officers

A. Officers. The officers of the Association shall be a President, Vice President, Secretary, and Treasurer. The President shall be a member of the Board. The Board of Directors may appoint such other officers, including one or more Assistant Secretaries and one or more Assistant Treasurers, as it shall deem desirable, such officers to have the authority and perform the duties prescribed from time to time by the Board of Directors. Any two (2) or more offices may be held by the same person, except the offices of President and Secretary.

B. Election, Term of Office and Vacancies. The officers of the Association shall be elected annually by the Board of Directors at the first meeting of the Board of Directors following each annual meeting of the Members. A vacancy in any office arising because of death, resignation, removal, or otherwise may be filled by the Board of Directors for the unexpired portion of the term.

C. Removal. Any officer may be removed, with or without cause, by a majority vote of the Board of Directors whenever in its judgment the best interests of the Association will be served thereby.

D. Powers and Duties. The officers of the Association shall each have such powers and duties as generally pertain to their respective offices, as well as such powers and duties as may from time to time specifically be conferred or imposed by the Board of Directors. The President shall be the chief executive officer of the Association. The Treasurer shall have primary responsibility for the preparation of the budget as provided for in the Declaration and may delegate all or part of the preparation and notification duties to a finance committee, management agent, or both.

E. Resignation. Any officer may resign at any time by giving written notice to the Board of Directors, the President, or the Secretary. Such resignation shall take effect on the date of the receipt of such notice or at any later time specified therein, and unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

F. Agreements, Contracts, Deeds, Leases, Checks, Etc. All agreements, contracts, deeds, leases, checks, and other instruments of the Association shall be executed by at least two (2) officers or such other person or persons as may be designated by resolution of the Board of Directors.

#### Article V

##### Committees

A. General. The Board of Directors is hereby authorized to establish committees to perform such tasks and to serve for such periods as may be designated by a resolution adopted by a majority of the directors present at a meeting at which a quorum is present. Each committee established by the Board shall operate in accordance with the terms of the resolution of the Board of Directors designating the committee and such rules as are adopted by the Board of Directors.

#### Article VI

##### Miscellaneous

A. Fiscal Year. The fiscal year of the Association shall be set by resolution of the Board of Directors. In the absence of a resolution, the fiscal year shall be the calendar year.

B. Parliamentary Rules. Except as may be modified by Board resolution, Robert's Rules of Order (current edition) shall govern the conduct of Association proceedings when not in conflict with Texas law, the Certificate of Formation, the Declaration, or these By-Laws.

C. Conflicts. If there are conflicts between the provisions of Texas law, the Certificate of Formation, the Declaration, and/or these By-Laws, then the provisions of Texas law, the Declaration, the Certificate of Formation, and the By-Laws (in that order) shall prevail.

D. Books and Records.

1. Inspection by Members and Mortgagees. The Declaration, By-Laws, and Certificate of Formation, any amendments to the foregoing, the rules and regulations of the Association, the membership register, books of account, and the minutes of meetings of the Members, the Board, and committees shall be made available for inspection and copying by any holder, insurer or guarantor of a first mortgage on a Lot, Member of the Association, or by the duly appointed representative of any of the foregoing at any reasonable time during normal business hours at the office of the Association or at such other place as the Board shall prescribe.

2. Rules for Inspection. The Board shall establish reasonable rules with respect to:

- (i) notice to be given to the custodian of records;
- (ii) hours and days of the week when such an inspection may be made; and
- (iii) payment of the cost of reproducing copies of documents requested.

3. Inspection by Directors. Every director shall have the absolute right at any reasonable time to inspect all books, records, and documents of the Association and the physical property owned or controlled by the Association. The right of inspection by a director includes the right to make extracts and a copy of relevant documents at the expense of the Association.

E. Notices. Unless otherwise provided in these By-Laws, all notices, demands, bills, statements, or other communications under these By-Laws shall be in writing and shall be deemed to have been duly given if delivered personally or if sent by United States Mail, first-class postage pre-paid:

(a) if to a Member, at the address that the Member has designated in writing and filed with the Secretary or, if no such address has been designated, at the address of the Lot of such Member; or

(b) if to the Association, the Board of Directors, or the managing agent, at the principal office of the Association or the managing agent, if any, or at such other address as shall be designated by notice in writing to the Members pursuant to this Section.

F. Amendment. These By-Laws may be amended at any time by the majority vote of the Board of Directors with the approval, during the Class B Control Period, of the Declarant. No amendment may remove, revoke, or modify any right or privilege of Declarant without the written consent of Declarant or the assignee of such right or privilege.

RETURNED AT COUNTER TO:

Noah Worley  
5005 Riverway, Suite 160  
Houston, TX 77056

**FILED AND RECORDED**

OFFICIAL PUBLIC RECORDS

*Dianne Wilson*

2009 May 27 03:43 PM

MAN \$95.00

2009052045

Dianne Wilson COUNTY CLERK

FT BEND COUNTY TEXAS

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Electronically Recorded

Official Public Records

2012 May 21 09:05 AM

*Dianne Wilson*  
Dianne Wilson, County Clerk

Fort Bend County Texas

Pages: 4 Fee: \$ 23.00

**FIRST AMENDMENT TO THE BYLAWS OF  
FULSHEAR CREEK CROSSING HOMEOWNERS ASSOCIATION, INC.**

STATE OF TEXAS §  
COUNTY OF FORT BEND §

THIS FIRST AMENDMENT TO THE BYLAWS OF FULSHEAR CREEK CROSSING HOMEOWNERS ASSOCIATION, INC. (the "First Amendment") is made on the date hereinafter set forth by a majority the Board of Directors of the Fulshear Creek Crossing Homeowners Association, Inc. (the "Association"), present at a duly held meeting at which a quorum was present, with the approval of Fulshear Land Partners, Ltd. ("Declarant").

WITNESSETH:

WHEREAS, that certain Declaration of Covenants, Conditions, and Restrictions for Fulshear Creek Crossing was recorded under Fort Bend County Clerk's File No. 2008054643 (hereafter referred to as the "Declaration"), as same has or may be amended from time to time; and

WHEREAS, the Bylaws of Fulshear Creek Crossing Homeowners Association, Inc. were recorded under Fort Bend County Clerk's File No. 2009052045; and

WHEREAS, the capitalized terms used in this First Amendment shall have the meanings set forth in the Declaration, unless otherwise specified in this First Amendment; and

WHEREAS, pursuant to Article VI, Section F of the Bylaws, the Board is vested with the authority to amend the Bylaws with Declarant's approval; and

WHEREAS, the Board desires to amend the Bylaw.


NOW THEREFORE, pursuant to the authority granted to the Board in the Bylaws, the Board hereby amends the Bylaws, with Declarant's approval, as follows:

Article VI, Section B, "Parliamentary Rules", shall be deleted in its entirety and replaced with the following:

*Except as may be modified by Board resolution, Robert's Rules of Order (current edition) may, but are not required to, govern the conduct of Association proceedings when not in conflict with Texas law, the Certificate of Formation, the Declaration or these Bylaws.*


The Bylaws, as hereby amended, are in all respects ratified and confirmed and shall remain in full force and effect. If any provision of this First Amendment is found to be in conflict with the Bylaws, as amended, this First Amendment shall control.

**APPROVED BY:**



David A. Cannon, Director

Date: MAY 7, 2012



Robert E. Fondren, Director

Date: APR 4, 2012



Duncan Underwood, Director

Date: MAY 2, 2012

**After Recording, Return To:**

Stephanie Quade

Roberts Markel Weinberg, P.C.

2800 Post Oak Blvd., 57<sup>th</sup> Floor

Houston, TX 77056

Copyright © 2012 by Roberts Markel Weinberg, P.C., all rights reserved. This First Amendment to the Bylaws of Fulshear Creek Crossing Homeowners Association, Inc. may be used only in connection with the Fulshear Creek Crossing subdivision and the operation of the Fulshear Creek Crossing Homeowners Association, Inc.

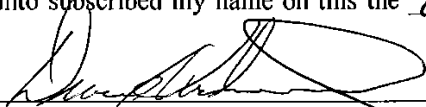
**CERTIFICATION**

I, the undersigned, do hereby certify:

That I am the Secretary of the Fulshear Creek Crossing Homeowners Association, Inc., a Texas non-profit corporation;

That the foregoing First Amendment to the Bylaws of Fulshear Creek Crossing Homeowners Association, Inc., was adopted by the majority of the Board of Directors on the 2 day of May, 2012, at a duly held meeting at which a quorum was present.

IN WITNESS WHEREOF, I have hereunto subscribed my name on this the 2 day of May, 2012.

By:   
Duncan Underwood, Secretary

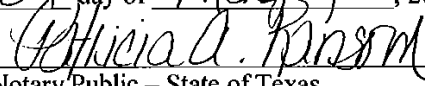
STATE OF TEXAS

§  
§  
§

COUNTY OF FORT BEND

BEFORE ME, on this day personally appeared Duncan Underwood, the Secretary of the Fulshear Creek Crossing Homeowners Association, Inc., known by me to be the person whose name is subscribed to this instrument, and acknowledged to me that he executed the same for the purposes herein expressed and in the capacity herein stated, and as the act and deed of said corporation.

Given under my hand and seal of office, this 2 day of May, 2012.

  
Notary Public – State of Texas



**JOINDER BY DECLARANT**

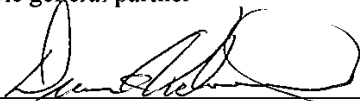
WHEREAS, the undersigned, being the Declarant of Fulshear Creek Crossing, by executing this instrument hereby consents to and approves the foregoing First Amendment to the Bylaws of Fulshear Creek Crossing Homeowners Association, Inc. to which this joinder page is attached.

**APPROVED BY:**

**FULSHEAR LAND PARTNERS, LTD.,**

a Texas limited partnership

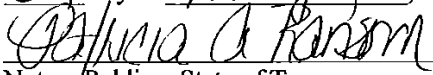
By: New FLP Management, LLC  
a Texas limited liability company,  
its sole general partner

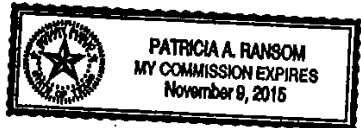
By:   
Name: Duncan K. Underwood  
Title: President

STATE OF TEXAS                   §  
  §  
COUNTY OF Texas               §

BEFORE ME, on this day personally appeared Duncan Underwood, the President of New FLP Management, LLC, the general partner for Fulshear Land Partners, Ltd., known by me to be the person whose name is subscribed to this instrument, and acknowledged to me that he executed the same for the purposes herein expressed and in the capacity herein stated, and as the act and deed of said corporation.

Given under my hand and seal of office, this 2 day of May, 2012.

  
Notary Public – State of Texas





# Fulbrook on Fulshear Creek Homeowners Association, Inc.

Policies and Regulations



2013016887  
ELECTRONICALLY RECORDED  
Official Public Records  
2/11/2013 3:34 PM



*Dianne Wilson*  
Dianne Wilson, County Clerk  
Fort Bend County Texas  
Pages: 5 Fee: \$ 27.00

**FULSHEAR CREEK CROSSING HOMEOWNERS ASSOCIATION, INC.**  
**ACCESS, PRODUCTION AND COPYING POLICY**

STATE OF TEXAS                   §  
  §  
COUNTY OF FORT BEND       §

WHEREAS, the property encumbered by this Access, Production and Copying Policy (“Policy”) is that property restricted by the Declaration of Covenants, Conditions and Restrictions for Fulshear Creek Crossing recorded under Fort Bend County Clerk’s File No. 2008054643, as same has been or may be amended from time to time (“Declaration”), and any other subdivisions which have been or may be subsequently annexed thereto and made subject to the authority of the Fulshear Creek Crossing Homeowners Association, Inc. (the “Association”); and

WHEREAS, pursuant to Chapter 209 of the Texas Property Code, the Board of Directors (the “Board”) of the Association hereby adopts this Policy for the purposes of prescribing accessibility to Association books and records, the costs the Association will charge for the compilation, production and reproduction of information requested under Section 209.005 of the Texas Property Code; and

WHEREAS, the Board has determined that it is in the best interest of the Association to establish this Policy concerning the production and copying of information, books, and records of the Association.

NOW, THEREFORE, BE IT RESOLVED THAT the Association does hereby adopt this Access, Production and Copying Policy, which shall run with the land and be binding on all owners and lots within the subdivision. This Policy shall become effective upon recording of same. After the effective date, this Policy shall replace any previously recorded or implemented policy that addresses the subjects contained herein.

**I. ACCESS**

The books and records of the Association, including financial records, shall be open to and reasonably available for examination by an owner, or a person designated in writing signed by the owner as the owner’s agent, attorney, or certified public accountant. An owner is entitled to obtain from the Association copies of information contained in the books and records. An owner, or the owner’s authorized representative, must submit a written request for access or information by certified mail, with sufficient detail describing the books and records requested, to the mailing address of the Association as reflected on the most current management certificate. The request must contain an election either to inspect the books and records before obtaining copies, or to have the Association forward copies of the requested books and records.

An attorney's files and records relating to the Association, excluding invoices requested by an owner under Section 209.008(d) of the Texas Property Code are not records of the Association and are not subject to inspection by the owner, or production in a legal proceeding. If a document in an attorney's files and records relating to the Association would be responsive to a legally authorized request to inspect or copy Association documents, the document shall be produced by using the copy from the attorney's files and records if the Association has not maintained a separate copy of the document. Any document that constitutes attorney work product or that is privileged as an attorney-client privileged communication is not required to be produced.

The Association is not required to release or allow inspection of any books or records that identify the dedicatory instrument violation history of an owner, an owner's personal financial information, including records of payment/nonpayment of amounts due the Association, an owner's contact information other than the owner's address, or information related to an employee of the Association, including personnel files. Information may be released in an aggregate or summary manner that would not identify an individual owner. These records may be made available only with (i) the express written approval of the owner whose records are the subject of the request, or (ii) if a court of competent jurisdiction orders the release of the records.

If inspection is requested, the Association, on or before the tenth (10<sup>th</sup>) business day shall send written notice of dates during normal business hours that the owner may inspect the requested records to the extent the records are in the possession or control of the Association. The inspection shall take place at a mutually agreed upon time during normal business hours.

If copies are requested, the Association shall produce the requested records for the owner on or before the tenth (10<sup>th</sup>) business day after the date the Association receives the request except as otherwise provided herein. The Association may produce the requested records in hard copy, electronic, or other format reasonably available to the Association.

If the Association is unable to produce the records on or before the tenth (10<sup>th</sup>) business day, the Association shall give the owner notice that it is unable to produce the records within ten (10) business days, and state a date by which the information will be sent or made available for inspection, on a date not more than fifteen (15) business days after the date the notice is given.

Notwithstanding anything contained herein to the contrary, all records shall be produced subject to the terms of this Policy as set out below. The Association may require advance payment of estimated costs per its adopted policy.

## **2. CUSTODIAN OF RECORDS**

The Secretary of the Board or other person designated by the Board, is the designated Custodian of the Records of Association. As such, the Secretary of the Board is responsible for overseeing compliance with this Policy. Any questions regarding this Policy shall be directed to the Custodian of the Records of the Association.

**3. PROCEDURES FOR RESPONDING TO REQUEST FOR INFORMATION**

All requests for information must comply with the requirements set forth hereinabove. The dated and signed, written request must state the specific information being requested.

Requests for information will **NOT** be approved when the information regards pending legal issues, unless specifically required by law; information of personnel matters such as individual salaries; information about other members; information that is privileged or confidential.

**4. COST OF COMPILING INFORMATION AND MAKING COPIES OF RECORDS**

The costs of compiling information and making copies shall not exceed those set forth in 1 TAC §70.3. The following fee schedules and explanations comply with this code section.

The following are the costs of materials, labor, and overhead which shall be charged to the owner requesting. The Association may require advance payment of the estimated costs of compilation, production, and reproduction of the requested information. If the estimated costs are lesser or greater than the actual costs, the Association shall submit a final invoice to the owner on or before the 30<sup>th</sup> business day after the date the information is delivered. If the final invoice includes additional amounts due from the owner, the additional amounts, if not reimbursed to the Association before the 30<sup>th</sup> business day after the date the invoice is sent to the owner, may be added to the owner's account as an assessment. If the estimated costs exceeded the final invoice amount, the owner is entitled to a refund, and the refund shall be issued to the owner not later than the 30<sup>th</sup> business day after the date the invoice is sent to the owner.

**4.I Copy Charge:**

- (1) Standard paper copy. The charge for paper copies reproduced by means of an office machine copier or a computer printer is \$.10 per page or part of a page. Each side that has recorded information is considered a page.
- (2) Nonstandard copy: covers materials onto which information is copied and does not reflect any additional charges, including labor that may be associated with a particular request. Charges for nonstandard copies are:
  - (A) Diskette - \$1.00
  - (B) Magnetic tape – actual cost
  - (C) Data cartridge – actual cost
  - (D) Tape cartridge – actual cost
  - (E) Rewritable & non-rewritable CD - \$1.00
  - (F) Digital video disc - \$3.00
  - (G) JAZ drive – actual cost
  - (H) Other electronic media – actual cost
  - (I) VHS video cassette - \$2.50
  - (J) Audio cassette - \$1.00

- (3) Oversize paper copy (e.g. 11 x 17, green bar, blue bar, not including maps and photographs using specialty paper - \$.50
- (4) Specialty paper (e.g. Mylar, blueprint, blue-line, map, photographic) – actual cost

#### **4.2 Labor Charge:**

For locating, compiling, manipulating data, and reproducing public information, the following charges shall apply:

- (1) Labor charge - \$15.00/hour. This charge includes the actual time to locate, compile, manipulate data, and reproduce the requested information;
- (2) No labor charge to be billed for requests that are 50 or fewer pages of paper records, unless the documents to be copied are located in:
  - (A) Two or more separate buildings that are not physically connected with each other;  
or
  - (B) A remote storage facility;
- (3) Labor charge may be charged when confidential information is mixed with public information in the same page, an attorney, legal assistant, or any other person who reviews the requested information, for time spent to redact, blackout, or otherwise obscure confidential information for requests of 50 or fewer pages.

#### **4.3 Overhead Charge:**

Whenever a labor charge is applicable to a request, the Association may include in the charges direct and indirect charges, in addition to the specific labor charge. This overhead charge would cover such costs as depreciation of capital assets, rent, maintenance and repair, utilities, and administrative overhead. If the Association chooses to recover such costs, the charge shall be made in accordance with the methodology described hereafter:

- (1) The overhead charge shall not be made for requests for copies of 50 or fewer pages of standard paper records unless the request also qualifies for a labor charge;
- (2) The overhead charge shall be computed at 20% of the charge made to cover any labor costs associated with a particular request.

#### **4.4 Miscellaneous Supplies:**

The actual cost of miscellaneous supplies, such as labels, boxes, and other supplies used to produce the requested information, may be added to the total charge. Related postal or shipping expenses which are necessary to transmit the reproduced information may be added to the total charge. If payment by credit card is accepted, if a transaction fee is charged by the credit card company, that fee may be added to the total charge.


### **5. DENIAL OF REQUESTED INFORMATION**

If it is decided that a request for information is inappropriate or unapproved, the Board, or its designee, will notify the requesting member of that decision and the reason for it in a timely manner. The Board, or its designee, will inform the member, in writing of their right to appeal to the Board.

**CERTIFICATE OF SECRETARY**

I hereby certify that, as Secretary of the Fulshear Creek Crossing Homeowners Association, Inc., the foregoing Access, Production and Copying Policy was approved on the 20<sup>th</sup> day of December, 2012, at a meeting of the Board of Directors at which a quorum was present.

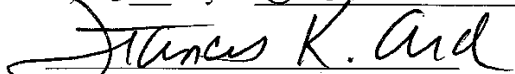
DATED this the 20<sup>th</sup> day of December, 2012

  
Print Name: Duncan Underwood  
Title: Secretary

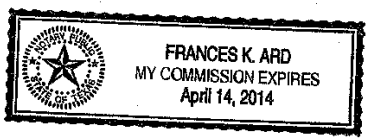
STATE OF TEXAS §  
§  
COUNTY OF FORT BEND §

BEFORE ME, on this day personally appeared Duncan Underwood, the Secretary of the Fulshear Creek Crossing Homeowners Association, Inc., known by me to be the person whose name is subscribed to this instrument, and acknowledged to me that s/he executed the same for the purposes herein expressed and in the capacity herein stated, and as the act and deed of said corporation.

Given under my band and seal of office, this 20<sup>th</sup> day of December, 2012.

  
Notary Public – State of Texas

After Recording Return To:  
Stephanie Quade  
Roberts Markel Weinberg P.C.  
2800 Post Oak Blvd., 57<sup>th</sup> Floor  
Houston, TX 77056





**FULSHEAR CREEK CROSSING HOMEOWNERS ASSOCIATION, INC.**  
**COLLECTION POLICY AND PAYMENT PLAN GUIDELINES**

STATE OF TEXAS                     §  
   §  
COUNTY OF FORT BEND           §

WHEREAS, the property encumbered by these Collection Policy and Payment Plan Guidelines (the "Guidelines") is that property initially restricted by the Declaration of Covenants, Conditions and Restrictions for Fulshear Creek Crossing recorded under Fort Bend County Clerk's File No. 2008054643, as same has been or may be amended from time to time ("Declaration"), and any other subdivisions which have been or may be subsequently annexed thereto and made subject to the authority of the Fulshear Creek Crossing Homeowners Association, Inc. (the "Association"); and

WHEREAS, pursuant to Chapter 209 of the Texas Property Code, the Board of Directors (the "Board") of the Association hereby adopts these Guidelines for the purposes of establishing a uniform and systematic procedure to collect assessments and other charges of the Association and identify the guidelines under which owners may request an alternative payment schedules for certain assessments; and

WHEREAS, the Board has determined that it is in the best interest of the Association to establish these Guidelines.

NOW, THEREFORE, BE IT RESOLVED THAT the Association does hereby adopt this Collection Policy and Payment Plan Guidelines, which shall run with the land and be binding on all owners and lots within the subdivision. These Guidelines replace any previously recorded or implemented guidelines that address the subjects contained herein.

**I. COLLECTION POLICY**

1. **ASSESSMENT PERIOD**

The Board has the duty of establishing and adopting an annual budget, in advance, for each fiscal year of the Association covering the estimated costs of operation of the Association during each calendar year.

2. **NOTICE**

The Board shall fix the amount of the annual assessment against each lot for the following year and shall, at that time, prepare a roster of the lots and assessments applicable thereto which shall be kept in the office of the Association and shall be open to inspection by any owner. Upon completion of the roster, written notice of the assessment

may be sent to every owner subject to the assessment. An owner may not escape liability or be entitled to a deferral of interest, fines or collection costs with regard to delinquent assessments on the basis of such owner's failure to receive notice, if such notice was sent via regular mail to the most recent address of the owner according to the records of Association. Each owner shall have the obligation to notify the Association in writing of any change in address which shall become effective five days after written notice has been received.

3. DUE DATE

All assessments are due on an annual basis, as determined by a majority of the Board for that assessment year. If any assessment due the Association is not paid on the date when due, then such assessment shall become delinquent thirty (30) days after the due date. Charges disputed by an owner are considered delinquent until such time as they are paid in full.

Payments received after the due date are considered delinquent and the entire amount due shall automatically be transferred to a Payment Plan as set forth in Section II of these Guidelines.

4. INTEREST

If the assessment is not paid within thirty (30) days after the due date, the assessment shall bear interest from the due date at the rate set forth in the Declaration until the assessment is paid in full.

5. DELINQUENCY NOTIFICATION

The Association may cause to be sent the following notification(s) to delinquent owners:

- a. PAST DUE NOTICE: In the event that an assessment account balance remains unpaid thirty (30) days from the due date, a Past Due Notice may be sent via regular mail to each owner with a delinquent account setting forth all assessments, interest and other amounts due. The Past Due Notice will contain a statement that the entire amount due has automatically been transferred to a Payment Plan as set forth in Section II of these Guidelines. A charge may be added to each delinquent owner's account balance for administrative and postage costs related to the Payment Plan.
- b. FINAL NOTICE: In the event there is a default on the Payment Plan, where an assessment account balance remains unpaid sixty (60) days or later from the due date, a Final Notice may be sent via certified mail to each delinquent owner. The Final Notice will set forth the following information and the result of failure to pay, including an explanation of:
  1. AMOUNTS DUE: All delinquent assessments, interest and other amounts due;
  2. HEARING: Owners shall be given notice and opportunity for a hearing before the Board. A hearing shall be granted if a written request for a bearing is received by the Association not more than thirty (30) days from the owner's receipt of the Final Notice.



If a hearing is requested within 30 days from receipt of the Final Notice, further collection procedures are suspended until the hearing process is completed. The Board shall set a hearing date not later than 30 days after receipt of owner's request for a hearing. Either party may request a postponement, which shall be granted for a period of not more than ten (10) days. Additional postponements may be granted by agreement of both parties. Further collection steps will be determined by the action of the Board;

3. COMMON AREA RIGHTS SUSPENSION: If a hearing is not requested within 30 days from receipt of the Final Notice, the owner's use of recreational facilities and common properties may be suspended; and
  4. MILITARY NOTICE: If the owner is serving on active military duty, the owner may have special rights or relief related to the enforcement action under federal law, including the Servicemembers Civil Relief Act.
- c. NOTICE OF TURNOVER TO COLLECTION AGENT/ATTORNEY: If a hearing is not requested within 30 days from receipt of the Final Notice, member privileges will be suspended, the account may be sent to a collection agent and/or the Association's attorney for collection and any fees and expenses will be charged to the owner's assessment account. An owner may not be charged fees of a collection agent (as same is defined in Property Code §209.0064) or legal counsel unless the Association first provides written notice to the owner by certified mail, return receipt requested, that:
1. Specifies each delinquent amount and the total amount of the payment required to make the account current;
  2. Describes the options the owner has to avoid having the account turned over to a collection agent or legal counsel, including information regarding availability of a payment plan through the Association; and
  3. Provides a period of at least thirty (30) days for the owner to cure the delinquency before further collection action is taken.
6. REFERRAL OF ACCOUNT TO ASSOCIATION'S ATTORNEY

Upon referral of the account to the Association's attorney, the attorney is authorized to take whatever action is necessary, in consultation with the Board, including but not limited to: sending demand letters, filing a lawsuit against the delinquent owner for a money judgment, instituting an expedited foreclosure action; and, filing necessary claims, objections and motions in the bankruptcy court and monitoring the bankruptcy case in order to protect the Association's interests.

In the event the Association has determined to foreclose its lien provided in the Declaration, and to exercise the power of sale thereby granted, such foreclosure shall be accomplished pursuant to the requirements of Section 209.0092 of the Texas Property

Code by first obtaining a court order in an application for expedited foreclosure under the rules adopted by the Supreme Court of Texas.

7. BANKRUPTCIES

Upon receipt of any notice of a bankruptcy of an owner, the account may be turned over to the Association's attorney so that the Association's interests may be protected.

8. REQUIRED ACTION

Nothing contained herein, not otherwise required by the Declaration or by law, shall require the Association to take any of the specific actions contained herein. The Board of the Association shall have the right, but not the obligation, to evaluate each delinquency on a case-by-case basis as in its best judgment deems reasonable.

II. PAYMENT PLAN

1. PAYMENT PLAN SCHEDULE

The Association hereby establishes a Payment Plan schedule by which an owner may make partial payments to the Association for delinquent regular or special assessments, or any other amount owed to the Association without accruing additional monetary penalties. Monetary penalties do not include interest or reasonable costs associated with administering the Payment Plan. The Payment Plan Schedule is as follows:

- a. The term for the Payment Plan is six (6) months;
- b. A Payment Plan shall require twenty percent (20%) of the delinquent amount to be paid at the inception of the Payment Plan, with the balance being due and payable in five (5) equal payments due on the first day of each month;
- c. Failure to pay the initial payment of twenty percent (20%) of the delinquent amount shall be considered a default of the Payment Plan;
- d. An owner, upon written request, may request a longer period of time;
- e. The Association is not required to honor the terms of a previous Payment Plan during the two (2) years following an owner's default under a previous Payment Plan;
- f. If an owner requests a Payment Plan that will extend into the next assessment cycle, the owner will be required to pay future assessments by the due date in addition to the payments specified in the Payment Plan.

2. APPLICATION OF PAYMENTS

- a. Except as provided in subsection (b) immediately below, a payment received by the Association shall be applied in the following order of priority:
  1. Any delinquent assessment;
  2. Any current assessment;
  3. Attorney's fees or third party collection costs incurred by the Association associated solely with assessments or other charge that can be the basis of foreclosure;

4. Attorney's fees not subject to "3" above;
  5. Fines;
  6. Any other amount owed to the Association.
- b. If/when an owner defaults on a Payment Plan, the remaining delinquent amount will become due in full and the Association may begin further collection action as set out above in Article I(5)(b). Any payment(s) received by the Association after such default of a Payment Plan shall be applied in the following order of priority:
1. Costs;
  2. Attorney fees;
  3. Interest;
  4. Late fees;
  5. Delinquent assessments;
  6. Current assessments; and
  7. Fines

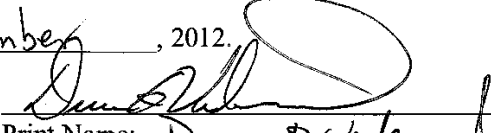
As to each category identified in this subsection (b), payment shall be applied to the most-aged charge first. The acceptance of a partial payment on an owner's account does not constitute a waiver of the Association's right to collect the full outstanding balance due on said owner's account.

3. PAYMENTS RETURNED NON-SUFFICIENT FUNDS

An owner will be assessed a service charge for any check that is returned or Automatic Clearing House (ACH) debit that is not paid for any reason, including but not limited to Non-Sufficient Funds (NSF) or stop payment order. The amount of the service charge assessed will be the customary amount charged.

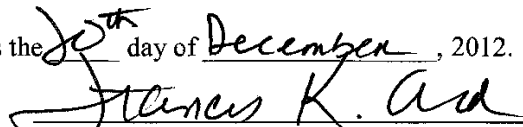
**CERTIFICATION**

I hereby certify that, as Secretary of the Fulshear Creek Crossing Homeowners Association, Inc., the foregoing Collection Policy and Payment Plan Guidelines were approved on the 20<sup>th</sup> day of December, 2012, at a meeting of the Board of Directors at which a quorum was present.

DATED, this the 20<sup>th</sup> day of December, 2012.  
  
Print Name: Duncan R. Underwood  
Title: Secretary

STATE OF TEXAS §  
§  
COUNTY OF FORT BEND §

BEFORE ME, on this day personally appeared Duncan Underwood the Secretary of the Fulshear Creek Crossing Homeowners Association, Inc., known by me to be the person whose name is subscribed to this instrument, and acknowledged to me that s/he executed the same for the purposes herein expressed and in the capacity herein stated, and as the act and deed of said corporation.

Given under my hand and seal this the 20<sup>th</sup> day of December, 2012.  
  
Notary Public – State of Texas

After Recording Please Return To:  
Stephanie L. Quade  
Roberts Markel Weinberg P.C.  
2800 Post Oak Blvd., 57<sup>th</sup> Floor  
Houston, TX 77056



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*Dianne Wilson*  
 Dianne Wilson, County Clerk  
 Fort Bend County Texas  
 Pages: 2 Fee: \$ 15.00

**FULSHEAR CREEK CROSSING HOMEOWNERS ASSOCIATION, INC.**  
**DISPLAY OF RELIGIOUS ITEMS POLICY**

STATE OF TEXAS §  
 COUNTY OF FORT BEND §

WHEREAS, the property encumbered by this Display of Religious Items Policy is that property initially restricted by the Declaration of Covenants, Conditions and Restrictions for Fulshear Creek Crossing recorded under Fort Bend County Clerk's File No. 2008054643, as same has been or may be amended from time to time ("Declaration"), and any other subdivisions which have been or may be subsequently annexed thereto and made subject to the authority of the Fulshear Creek Crossing Homeowners Association, Inc. (the "Association").

NOW THEREFORE, pursuant to the authority granted in Section 202.018 of the Texas Property Code, the Board of Directors (the "Board"), hereby adopts this Display of Religious Items Policy ("Policy"), which shall run with the land and be binding on all owners and lots within the subdivision. This Policy replaces any previously recorded or implemented policy that addresses the subjects contained herein.

**DISPLAY OF RELIGIOUS ITEMS**

Owners and residents are generally permitted to display or affix one or more religious items on the entry to their dwelling, the display of which is motivated by the owner's or resident's sincere religious belief.

The display or affixing of a religious item on the entry to the owner's or resident's dwelling is prohibited under the following circumstances:

1. The item threatens the public health or safety;
2. The item violates a law;
3. The item contains language, graphics or any display that is patently offensive to a passerby;
4. The item is in a location other than the entry door or door frame or extends past the outer edge of the door frame of the owner's or resident's dwelling; and
5. The item, individually or in combination with other religious item(s) displayed or affixed on the entry door or door frame, has a total size of greater than 25 square inches.


The Association, pursuant to Section 202.018 of the Texas Property Code, may remove an item displayed in violation of this Policy.

This Policy in no way authorizes an owner or resident to use a material or color for an entry door or door frame of the owner's or resident's dwelling or make an alteration to the entry door or door frame that is not authorized by the Declaration.

**CERTIFICATION**

I hereby certify that, as Secretary of the Fulshear Creek Crossing Homeowners Association, Inc., the foregoing Display of Religious Items Policy was approved on the 20th day of December, 2012, at a meeting of the Board of Directors at which a quorum was present.

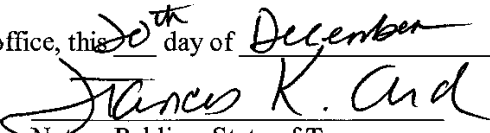
DATED this the 20th day of December, 2012.

  
Print Name: Duncan K Underwood  
Title: Secretary

STATE OF TEXAS           §  
  §  
COUNTY OF FORT BEND   §

BEFORE ME, on this day personally appeared Duncan Underwood, the Secretary of the Fulshear Creek Crossing Homeowners Association, Inc., known by me to be the person whose name is subscribed to this instrument, and acknowledged to me that s/he executed the same for the purposes herein expressed and in the capacity herein stated, and as the act and deed of said corporation.

Given under my hand and seal of office, this 20th day of December, 2012.

  
Notary Public – State of Texas

After Recording Please Return To:  
Stephanie L. Quade  
Roberts Markel Weinberg P.C.  
2800 Post Oak Blvd., 57<sup>th</sup> Floor  
Houston, TX 77056



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*Dianne Wilson*  
Dianne Wilson, County Clerk  
Fort Bend County Texas  
Pages: 3 Fee: \$ 19.00

**FULSHEAR CREEK CROSSING HOMEOWNERS ASSOCIATION, INC.**  
**DOCUMENT RETENTION POLICY**

STATE OF TEXAS                   §  
  §  
COUNTY OF FORT BEND       §

WHEREAS, the property encumbered by this Document Retention Policy ("Policy") is that property restricted by the Declaration of Covenants, Conditions and Restrictions for Fulshear Creek Crossing recorded under Fort Bend County Clerk's File No. 2008054643, as same has been or may be amended from time to time ("Declaration"), and any other subdivisions which have been or may be subsequently annexed thereto and made subject to the authority of the Fulshear Creek Crossing Homeowners Association, Inc. (the "Association"); and

WHEREAS, pursuant to Chapter 209 of the Texas Property Code, the Board of Directors (the "Board") of the Association hereby adopts this Policy for the purposes of prescribing the document retention policy pursuant to Section 209.005 of the Texas Property Code; and

WHEREAS, the Board has determined that it is in the best interest of the Association to establish this Policy concerning the retention of records of the Association.

NOW, THEREFORE, BE IT RESOLVED THAT the Association does hereby adopt this Document Retention Policy, which shall run with the land and be binding on all owners and lots within the subdivision. This Policy shall become effective upon recording of same. After the effective date, this Policy shall replace any previously recorded or implemented policy that addresses the subjects contained herein.

This Policy provides for the future systematic review, retention, and destruction of documents received or created by the Association in connection with the transaction of the Association's business. This Policy covers all records and documents, regardless of physical form, and contains guidelines for how long certain documents should be kept and how records should be destroyed.

The Association retains specific documents for the time periods outlined in the attached Exhibit "A." Documents that may not be specifically listed will be retained for the time period of the documents most closely related to those listed in the schedule. Electronic documents will be retained as if they were paper documents. Therefore, any electronic files that fall into one of the document types on the attached Exhibit "A" will be maintained for the identified time period.


The Custodian of Records of the Association is responsible for the ongoing process of identifying the Association's records which have met the required retention period and overseeing their destruction. Destruction of any physical documents will be accomplished by shredding. Destruction of any electronic records of the Association shall be made via a

reasonable attempt to remove the electronic records from all known electronic locations and/or repositories.

**CERTIFICATE OF SECRETARY**

I hereby certify that, as Secretary of the Fulshear Creek Crossing Homeowners Association, Inc., the foregoing Document Retention Policy was approved on the 20<sup>th</sup> day of December, 2012, at a meeting of the Board of Directors at which a quorum was present.

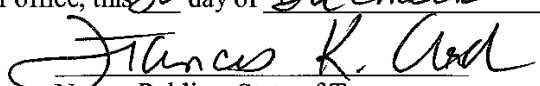
DATED this the 20<sup>th</sup> day of December, 2012.

  
Print Name: Duncan Underwood  
Title: Secretary

STATE OF TEXAS       §  
                                  §  
COUNTY OF FORT BEND §

BEFORE ME, on this day personally appeared Duncan Underwood, the Secretary of the Fulshear Creek Crossing Homeowners Association, Inc., known by me to be the person whose name is subscribed to this instrument, and acknowledged to me that s/he executed the same for the purposes herein expressed and in the capacity herein stated, and as the act and deed of said corporation.

Given under my hand and seal of office, this 20<sup>th</sup> day of December, 2012.

  
Notary Public – State of Texas

After Recording Return To:  
Stephanie Quade  
Roberts Markel Weinberg P.C.  
2800 Post Oak Blvd., 57<sup>th</sup> Floor  
Houston, TX 77056





| <b>EXHIBIT "A"</b>                            |   |   |   |
|---|---|---|---|
| <b>DOCUMENT RETENTION POLICY</b>              |   |   |   |
| <b>DOCUMENT TYPE</b>                          | <b>DEFINED</b>  | <b>TIME PERIOD</b>  | <b>EXCEPTION</b>  |
| <b>Account Records of Current Owners</b>      | Member assessment records   | Five (5) years  | Unless period of ownership exceeds five (5) years, then retain last five (5) years. |
| <b>Audit Records</b>                          | Independent Audit Records   | Seven (7) years   |   |
| <b>Bylaws</b>                                 | And all amendments  | Permanently   |   |
| <b>Certificate of Formation</b>               | And all amendments  | Permanently   |   |
| <b>Contracts</b>                              | Final contracts between the Association and another entity.                     | Later of completion of performance or expiration of the contract term plus four (4) years |   |
| <b>Financial Books &amp; Records</b>          | Year End Financial Records and supporting documents                             | Seven (7) years   |   |
| <b>Minutes of Board &amp; Owners Meetings</b> | Board minutes and written consents in lieu of a meeting; Annual member meetings | Seven (7) years   |   |
| <b>Restrictive Covenants</b>                  | And all amendments  | Permanently   |   |
| <b>Tax Returns</b>                            | Federal and State Income, Franchise Tax Returns and supporting documentation    | Seven (7) years   |   |



**FULBROOK ON FULSHEAR CREEK ASSOCIATION**  
**FLAG DISPLAY POLICY**

STATE OF TEXAS           §  
  §  
COUNTY OF FORT BEND §

WHEREAS, the property encumbered by this Flag Display Policy ("Policy") is that property restricted by the Declaration of Covenants, Conditions and Restrictions for Fulshear Creek Crossing recorded under Fort Bend County Clerk's File No. 2008054643, as same has been or may be amended from time to time ("Declaration"), and any other property which has been or may be annexed thereto and made subject to the authority of the Fulshear Creek Crossing Homeowners Association, Inc. d/b/a Fulbrook on Fulshear Creek Association ("Association"); and

WHEREAS, any reference made herein to approval by the Architectural Review Committee ("ARC"), means prior written approval by the ARC.

NOW THEREFORE, pursuant to the authority granted in Section 202.012 of the Texas Property Code, the Board of Directors ("Board"), hereby adopts this Policy, which shall run with the land and be binding on all owners and lots within the subdivision. This Policy replaces any previously recorded or implemented policy that addresses the subjects contained herein.

**I.     FLAG DISPLAY**

The display of flags is permitted under the following parameters:

**A. NUMBER OF FLAGPOLES:**

Owners may have a total of one (1) flagpole per lot.

**B. TYPES OF FLAGS:**

The following flags may be displayed in accordance with this Policy:

- United States flag
- Texas flag
- Official or replica flag of a branch of the United States armed forces

**C. TYPE/LOCATION OF FLAGPOLE:**

1. The flagpole may be either freestanding or mounted to the residential structure under the following parameters:

a. A freestanding flagpole:

- (i) must not be taller than twenty feet (20') when measured from the ground level (including the pole ornamentation);

- (ii) must be mounted on an appropriate footing;
  - (iii) is subject to ARC approval and any and all applicable zoning ordinances, easements and setbacks of record; and
  - (iv) may be placed in either:
    - (a) the back yard (preferred location); or
    - (b) the front yard, if the lot has a front building setback line with a setback of not less than 15 feet, extending the full width of the lot between the front lot line and the front building setback line. If front building setbacks of record are greater than 15 feet, then the greater setbacks will control.
- b. A flagpole mounted to the residential structure:
- (i) must be no greater than five feet (5') in length; and
  - (ii) may be attached to the front or rear of the residential structure.
2. Owners are prohibited from placing a flagpole within an easement on an owner's lot, or in a location that encroaches on a setback on an owner's lot;
  3. Owners are prohibited from locating a flag or flagpole on property owned or maintained by the Association; and
  4. Owners are prohibited from locating a flag or flagpole on property owned in common by the members of the Association.

**D. MATERIALS, MAINTENANCE AND ETIQUETTE:**

1. All flagpoles must be constructed of permanent, long-lasting materials, with a finish appropriate to the materials used in the construction of the flagpole and harmonious with the dwelling;
2. All flagpoles must be installed per the manufacturer's guidelines;
3. All flags and flagpoles must be properly maintained at all times, including, but not limited to, immediate replacement of faded, frayed or torn flags and replacement of poles that are scratched, bent, rusted, faded, leaning or damaged in any way;
4. The size of the flag must be appropriate for the length of the flagpole, and the ARC shall have sole discretion as to this determination;
5. Flagpole halyards must be securely fastened at all times and must not make noise under any conditions;
6. Telescoping flagpoles must not make noise under any conditions;
7. The United States flag must be displayed in accordance with federal law, and the Texas flag must be displayed in accordance with Texas state law;

8. If evening display of the flag is desired, the flag may be lit from the base of the flagpole (maximum of two bulbs) with a total of no more than 150 watts. The light must shine directly up at the flag, and cannot cause any type of light spillover onto adjoining properties. All exterior lighting must be submitted to the ARC for prior approval;
9. Flags must be attached to a flagpole in order to be displayed; and
10. A flagpole mounted to the residential structure must be removed from view when no flag is displayed.

## II. ARC APPROVAL

1. A flagpole mounted to a residential structure does not require approval from the ARC if it complies with the terms of this Policy.
2. Freestanding flagpoles require prior written approval from the ARC. Completed applications must be submitted to the ARC in accordance with the following:
  - a. If a back yard location is desired, an application must be submitted with a copy of the applicable plat or survey showing the proposed location of the freestanding flagpole along with pictures showing the location of the improvement and the manufacturer's brochures or sample of material, if applicable;
  - b. If a front yard location is desired, an application must be submitted with a copy of the applicable plat and/or survey indicating the front lot line, front building setback line, and proposed location of the freestanding flagpole, along with pictures showing the location of the improvement and the manufacturer's brochures or sample of material, if applicable;
  - c. Locations closer to the dwelling are typically preferred; and
  - d. Regardless of desired location, the color of the materials being used in relation to house color, the location of the flagpole in relation to the dwelling and any noise created are of specific concern.

Any installation not in compliance with this Policy will be considered a violation of the dedicatory instruments governing the subdivision.

This Flag Display Policy does not apply to property that is owned or maintained by the Association.

**CERTIFICATION**

I hereby certify that, as PRESIDENT of the Fulshear Creek Crossing Homeowners Association, Inc., d/b/a Fulbrook on Fulshear Creek Association, the foregoing Flag Display Policy was approved on the 20 day of December, 2014, at a meeting of the Board of Directors at which a quorum was present.

DATED, this the 18 day of February, 2015.

Print Name: DAVID A. CANNON  
Title: PRESIDENT

STATE OF TEXAS §  
  §  
COUNTY OF Harris §

BEFORE ME, on this day personally appeared David A. Cannon the President of the Fulshear Creek Crossing Homeowners Association, Inc., d/b/a Fulbrook on Fulshear Creek Association, known by me to be the person whose name is subscribed to this instrument, and acknowledged to me that s/he executed the same for the purposes herein expressed and in the capacity herein stated, and as the act and deed of said corporation.

Given under my hand and seal this the 18 day of February, 2015.  
Frances K. Ard  
Notary Public – State of Texas



After Recording, Return To:  
Stephanie Quade  
Roberts Markel Weinberg Butler Hailey PC  
2800 Post Oak Blvd., 57<sup>th</sup> Floor  
Houston, TX 77056



**FULSHEAR CREEK CROSSING HOMEOWNERS ASSOCIATION, INC.**  
**FLAG DISPLAY POLICY**

STATE OF TEXAS           §  
  §  
COUNTY OF FORT BEND §

WHEREAS, the property encumbered by this Flag Display Policy is that property initially restricted by the Declaration of Covenants, Conditions and Restrictions for Fulshear Creek Crossing recorded under Fort Bend County Clerk's File No. 2008054643, as same has been or may be amended from time to time ("Declaration"), and any other subdivisions which have been or may be subsequently annexed thereto and made subject to the authority of the Fulshear Creek Crossing Homeowners Association, Inc. (the "Association"); and

WHEREAS, any reference made herein to approval by the Architectural Review Committee ("ARC"), means prior written approval by the ARC.

NOW THEREFORE, pursuant to the authority granted in Section 202.011 of the Texas Property Code, the Board of Directors (the "Board"), hereby adopts this Flag Display Policy ("Policy"), which shall run with the land and be binding on all owners and lots within the subdivision. This Policy replaces any previously recorded or implemented policy that addresses the subjects contained herein.

**I. FLAG DISPLAY**

The display of flags is permitted under the following parameters:

1. Owners may have a total of one (1) flagpole per lot. Flags must be attached to a flagpole in order to be displayed;
2. Any of the following flags may be displayed on the single permitted flagpole:
  - a. U.S. flag;
  - b. Texas flag; or
  - c. An official or replica flag of a branch of the US armed forces
3. The U.S. flag must be displayed in accordance with federal law, and the Texas flag must be displayed in accordance with Texas state law;
4. Flagpoles may be either freestanding or mounted to the dwelling, under the following parameters:
  - a. Freestanding flagpoles must be located in the backyard and may not be taller than twenty feet (20') when measured from the ground level (including the pole ornamentation).
  - b. Flagpoles no greater than five feet (5') in length may be attached to the front or back of a dwelling.

5. All flagpoles must be constructed of permanent, long-lasting materials, with a finish appropriate to the materials used in the construction of the flagpole and harmonious with the dwelling;
6. No flagpole can be placed within an easement on the owner's lot, or in a location that encroaches on a setback on the owner's lot;
7. All flags and flagpoles must be properly maintained at all times, including, but not limited to, immediate replacement of faded, frayed or torn flags and replacement of poles that are scratched, bent, rusted, faded, leaning or damaged in any way;
8. If evening display of the flag is desired, the flag may be lit from the base of the flagpole (maximum of two bulbs) with a total of no more than 150 watts. The light must shine directly up at the flag, and cannot cause any type of light spillover onto adjoining properties. All exterior lighting must be submitted to the ARC for prior approval;
9. Flagpoles mounted to a dwelling or garage must be removed from view when no flag is displayed;
10. The size of the flag must be appropriate for the length of the flagpole;
11. Flagpole halyards must not make noise under any conditions. Halyards must be securely fastened at all times;
12. Freestanding flagpoles must be mounted on an appropriate footing;
13. All flagpoles must be installed per the manufacturer's guidelines;
14. Owners are prohibited from locating a flag or flagpole on property owned or maintained by the Association; and
15. Owners are prohibited from locating a flag or flagpole on property owned in common by the members of the Association.

## II. ARC APPROVAL

Flagpoles mounted to a dwelling do not require approval from the ARC, provided the terms of this Policy are complied with. Any installation of a flagpole to a dwelling not in compliance with this Flag Display Policy will be considered a violation of the dedicatory instruments governing the subdivision.

Freestanding flagpoles require submission of a completed application to the ARC with a site plan showing the proposed location of the improvement, along with pictures showing the location of the modification and the manufacturer's brochures or sample of material, if applicable. The color of the materials being used in relation to house color, the visibility from

public streets and neighboring properties/common areas and any noise created are of specific concern. Any installation not in compliance with this Policy will be considered a violation of the dedicatory instruments governing the subdivision.

This Flag Display Policy does not apply to property that is owned or maintained by the Association.

**CERTIFICATE OF SECRETARY**

I hereby certify that, as Secretary of the Fulshear Creek Crossing Homeowners Association, Inc., the foregoing Flag Display Policy was approved on the 20<sup>th</sup> day of December, 2012, at a meeting of the Board of Directors at which a quorum was present.

DATED, this the 20<sup>th</sup> day of December, 2012.

[Signature]  
Print Name: Duncan & Underwood  
Title: Secretary

STATE OF TEXAS       §  
                                  §  
COUNTY OF FORT BEND §

BEFORE ME, on this day personally appeared Duncan Underwood, the Secretary of the Fulshear Creek Crossing Homeowners Association, Inc., known by me to be the person whose name is subscribed to this instrument, and acknowledged to me that s/he executed the same for the purposes herein expressed and in the capacity herein stated, and as the act and deed of said corporation.

Given under my hand and seal this the 20<sup>th</sup> day of December, 2012.

[Signature]  
Notary Public – State of Texas



After Recording, Return To:  
Stephanie Quade  
Roberts Markel Weinberg P.C.  
2800 Post Oak Blvd., 57<sup>th</sup> Floor  
Houston, TX 77056





**FULSHEAR CREEK CROSSING HOMEOWNERS ASSOCIATION, INC.**  
**RAIN BARREL POLICY**

STATE OF TEXAS                 §  
  §  
COUNTY OF FORT BEND        §

WHEREAS, the property encumbered by this Rain Barrel Policy is that property initially restricted by the Declaration of Covenants, Conditions and Restrictions for Fulshear Creek Crossing recorded under Fort Bend County Clerk's File No. 2008054643, as same has been or may be amended from time to time ("Declaration"), and any other subdivisions which have been or may be subsequently annexed thereto and made subject to the authority of the Fulshear Creek Crossing Homeowners Association, Inc. (the "Association"); and

WHEREAS, any reference made herein to approval by the Architectural Review Committee ("ARC"), means prior written approval by the ARC.

NOW THEREFORE, pursuant to the authority granted in Section 202.007(d) of the Texas Property Code, the Board of Directors (the "Board"), hereby adopts this Rain Barrel Policy ("Policy"), which shall run with the land and be binding on all owners and lots within the subdivision. This Policy replaces any previously recorded or implemented policy that addresses the subjects contained herein.

An application must be submitted for review by the ARC, and formal written approval from the ARC shall be required before installation may begin.

**I.       RAIN BARRELS**

**A.       Prohibited Rainwater Harvesting Systems/Rain Barrels**

Rainwater harvesting systems or rain barrels (collectively referred to herein as "Rain Barrels") are prohibited in the following circumstances:

1. Rain Barrels that are located on property owned by the Association;
2. Rain Barrels that are located on property that is owned in common by the members of the Association;
3. Rain Barrels that are located between the front of the owner's home and an adjoining or adjacent street;
4. Rain Barrels that are of a color not consistent with the color scheme of the home; and

5. Rain Barrels that display language or content other than the manufacturer's typical display.

B. Rain Barrels Located in Area Visible from a Street, Lot, or Common Area:

Rain Barrels that are located on the side of a house or at any other location that is visible from a street, another lot, or a common area must comply with the following:

1. Rain Barrels must have adequate screening, as determined by the ARC;
2. Only commercial and professional grade Rain Barrels are permitted;
3. All Rain Barrels must be fully enclosed and have a proper screen or filter to prevent mosquito breeding and harboring; and
4. Rain Barrels may not create unsanitary conditions or be of nuisance to any neighboring properties.

**II. ARC APPROVAL**

Applicant's submission of plans must include a completed application for ARC review and a site plan showing the proposed location of the improvement, along with pictures showing the location of the modification and the manufacturer's brochures or sample of material, if applicable. The color of the materials being used in relation to the house color, the visibility from public streets and neighboring properties/common areas and any noise created are of specific concern to the Association and the ARC.

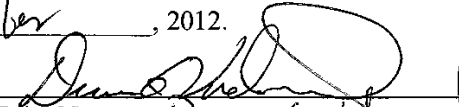
Any installation not in compliance with this Policy will be considered a violation of the dedicatory instruments governing the subdivision.

This Rain Barrel Policy does not apply to property that is owned or maintained by the Association.

**CERTIFICATION**

I hereby certify that, as Secretary of the Fulshear Creek Crossing Homeowners Association, Inc., the foregoing Rain Barrel Policy was approved on the 20<sup>th</sup> day of December, 2012, at a meeting of the Board of Directors at which a quorum was present.

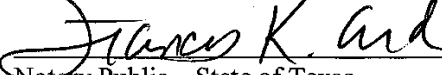
DATED, this the 20<sup>th</sup> day of December, 2012.

  
Print Name: Duncan Underwood  
Title: Secretary

STATE OF TEXAS §  
§  
COUNTY OF FORT BEND §

BEFORE ME, on this day personally appeared Duncan Underwood, the Secretary of the Fulshear Creek Crossing Homeowners Association, Inc., known by me to be the person whose name is subscribed to this instrument, and acknowledged to me that s/he executed the same for the purposes herein expressed and in the capacity herein stated, and as the act and deed of said corporation.

Given under my hand and seal this the 20<sup>th</sup> day of December, 2012.

  
Notary Public – State of Texas



After Recording Please Return To:  
Stephanie L. Quade  
Roberts Markel Weinberg P.C.  
2800 Post Oak Blvd., 57<sup>th</sup> Floor  
Houston, TX 77056



**FULSHEAR CREEK CROSSING HOMEOWNERS ASSOCIATION, INC.**  
**SOLAR ENERGY DEVICES AND ROOFING MATERIALS POLICY**

STATE OF TEXAS                    §  
  §  
COUNTY OF FORT BEND         §

WHEREAS, the property encumbered by this Solar Energy Devices and Roofing Materials Policy is that property initially restricted by the Declaration of Covenants, Conditions and Restrictions for Fulshear Creek Crossing recorded under Fort Bend County Clerk’s File No. 2008054643, as same has been or may be amended from time to time (“Declaration”), and any other subdivisions which have been or may be subsequently annexed thereto and made subject to the authority of the Fulshear Creek Crossing Homeowners Association, Inc. (the “Association”); and

WHEREAS, any reference made herein to approval by the Architectural Review Committee (“ARC”), means prior written approval by the ARC; and

WHEREAS, the development period has not terminated.

NOW THEREFORE, pursuant to the authority granted in Sections 202.010 and 202.011 of the Texas Property Code, the Board of Directors (the “Board”), hereby adopts this Solar Energy Devices and Roofing Materials Policy (“Policy”), which shall run with the land and be binding on all owners and lots within the subdivision. This Policy replaces any previously recorded or implemented policy that addresses the subjects contained herein.

**I. SOLAR ENERGY DEVICES DURING DEVELOPMENT PERIOD**

Pursuant to Texas Property Code §202.010, solar energy devices, including solar panels, are prohibited on any lot within the Fulshear Creek Crossing subdivision during the development period.

**II. SOLAR ENERGY DEVICES AFTER DEVELOPMENT PERIOD COMPLETE**

Pursuant to Texas Property Code §202.010, after completion of the development period, solar energy devices, including solar panels, shall be restricted in the following manner:

**A. Prohibited Solar Energy Devices**

Solar energy devices, as referred to herein, shall be defined as set forth in the Texas Tax Code, §171.107. Solar energy devices are prohibited in the following circumstances:

1. It has been adjudicated by a court that the solar energy device is a threat to public

health or safety, or violate a law;

2. Solar energy devices that are located on property owned or maintained by the Association;
3. Solar energy devices that are located on property that is owned in common by the members;
4. Solar energy devices that are located on the owner's property, other than:
  - a. On the roof of the dwelling or another permitted structure;
  - b. In a fenced yard or patio owned & maintained by the owner;
5. Roof-mounted solar energy devices that extend higher than or beyond the roofline;
6. Subject to Item 7 below, if roof mounted, is mounted in an area other than the back of the home;
7. Roof-mounted solar energy devices that are located in an area *other* than an area designated by the Association, unless the alternate location increases the estimated annual energy production by more than 10% above the area designated by the Association (as determined by a publicly available modeling tool provided by the National Renewable Energy Laboratory);
8. Roof-mounted solar energy devices that do not conform to the slope of the roof and have a top edge that is not parallel to the roofline;
9. Roof-mounted solar energy devices having frames, support brackets, or visible piping or wiring containing colors other than silver, bronze, or black tones;
10. Solar energy devices located in a fenced yard or patio that are taller than the fence;
11. Solar energy devices that, as installed, void material warranties; and
12. Solar energy devices that were installed without prior approval by the Association or ARC.

After completion of the development period, if the proposed solar energy devices do not fall within one of the above-prohibited categories, the Association or ARC may not withhold approval of the installation of solar energy devices unless the Association or ARC determines in writing that placement of the solar energy devices, as proposed by the owner, constitutes a condition that substantially interferes with the use and enjoyment of land by causing unreasonable discomfort or annoyance to a person of ordinary sensibilities. The written approval

of the owner's proposed location by all owners of adjoining property constitutes prima facie evidence that such a condition does not exist.

### III. ROOFING MATERIALS

Pursuant to Texas Property Code §202.011, the installation of the following roofing materials is permitted:

1. Wind or hail resistant roofing materials;
2. Materials that provide heating and cooling efficiencies greater than those provided by customary composite shingles; or
3. Materials that provide solar generation capabilities.

The above-enumerated acceptable materials, when installed, must:

1. Resemble the shingles used or otherwise are authorized for use within the subdivision;
2. Be more durable than, and are of equal or superior quality to, the shingles authorized for use within the subdivision; and
3. Match the aesthetics of the property surrounding the owner's property.

### IV. ARC APPROVAL

Applicant's submission of plans must include a completed application for ARC review, a site plan and/or roof plan showing the proposed location of the improvement, along with pictures showing the location of the modification and the manufacturer's brochures or sample of material, if applicable. The color of the materials being used in relation to the roof or house color, the visibility from public streets and neighboring properties/common areas and any noise created and/or light reflected are of specific concern to the Association and the ARC.

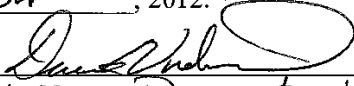
Any installation not in compliance with this Policy will be considered a violation of the dedicatory instruments governing the subdivision.

This Solar Energy Devices and Roofing Materials Policy does not apply to property that is owned or maintained by the Association.

**CERTIFICATION**

I hereby certify that, as Secretary of the Fulshear Creek Crossing Homeowners Association, Inc., the foregoing Solar Energy Devices and Roofing Materials Policy was approved on the 20th day of December, 2012, at a meeting of the Board of Directors at which a quorum was present.

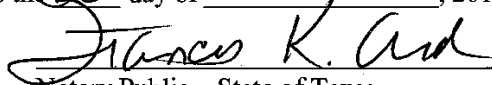
DATED, this the 20th day of December, 2012.

  
Print Name: Duncan Underwood  
Title: Secretary

STATE OF TEXAS §  
§  
COUNTY OF FORT BEND §

BEFORE ME, on this day personally appeared Duncan Underwood, the Secretary of the Fulshear Creek Crossing Homeowners Association, Inc., known by me to be the person whose name is subscribed to this instrument, and acknowledged to me that s/he executed the same for the purposes herein expressed and in the capacity herein stated, and as the act and deed of said corporation.

Given under my hand and seal this the 20th day of December, 2012.

  
Notary Public – State of Texas



After Recording Please Return To:  
Stephanie L. Quade  
Roberts Markel Weinberg P.C.  
2800 Post Oak Blvd., 57<sup>th</sup> Floor  
Houston, TX 77056



**FULBROOK ON FULSHEAR CREEK  
AMENDED AND RESTATED  
EXTERIOR HOME VIDEO SURVEILLANCE CAMERA GUIDELINES**

STATE OF TEXAS                   §  
  §  
COUNTY OF FORT BEND       §

WHEREAS, the property encumbered by these Amended and Restated Exterior Home Video Surveillance Camera Guidelines (“Surveillance Camera Guidelines”) is that property initially restricted by the Declaration of Covenants, Conditions and Restrictions for Fulshear Creek Crossing recorded under Fort Bend County Clerk’s File No. 2008054643, as same has been or may be amended from time to time (“Declaration”), and any other subdivisions which have been or may be subsequently annexed thereto and made subject to the authority of the Fulbrook on Fulshear Creek Association (the “Association”); and

WHEREAS, any reference made herein to approval by the Architectural Review Committee (“ARC”), means prior written approval by the ARC.

NOW THEREFORE, pursuant to the authority granted in the Declaration, the ARC hereby adopts these Surveillance Camera Guidelines which shall run with the land and be binding on all owners and lots within the subdivision. These Surveillance Camera Guidelines replace any previously recorded or implemented guidelines that address the subjects contained herein.

1. In each instance where a property owner desires to install exterior home video surveillance cameras or closed circuit television cameras (CCTV), the property owner must first submit a request for approval to the ARC. This request must be accompanied by:
  - a. A plot plan of the property marked to show the proposed horizontal location of each camera;
  - b. Photos and/or builder drawings of the elevation(s) of the home which are marked to show the desired vertical placement of each camera; and
  - c. Specifications on the make and model of the equipment proposed.
2. Camera number and placement is limited to only those areas and number of cameras necessary to cover each entrance into the home and the driveway. In most cases this will require up to three (3) cameras. An ARC request for a number of cameras in excess of three (3) must be accompanied by a plan and recommendation prepared by home surveillance professional, with an explanation supporting the plan.
3. Approvable cameras must be direct soffit mounted mini-dome style, compact in size and made to be as obscure from public view as possible so as not to distract from the appearance of the home.



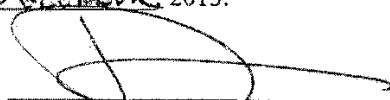
4. The placement of each camera shall be in a manner that such camera does not observe the properties of others beyond the perimeter of the property owner.
5. Approval of the placement of exterior home video surveillance cameras by the ARC does not constitute a license to the property owner to intrude on the privacy of neighboring properties. The property owner is advised to seek the advice of a home surveillance professional prior to installing exterior video cameras and to become familiar with any statutes that may exist that would govern video surveillance.
6. Approval of the placement of exterior home video surveillance cameras by the ARC in no way constitutes a warranty or representation that such cameras will in all cases provide the detection or protection for which the system is designed or intended, or that a loss will be prevented by same. Neither the ARC, Association, its directors, officers, managers, agents, or employees, declarant or any successor declarant shall in any way be considered an insurer or guarantor of security within any of the property located within the subdivision. The ARC, Association, its directors, officers, managers, agents, or employees, declarant or any successor declarant shall not be held liable for any loss or damage by reason of failure to provide adequate security or ineffectiveness of security measures undertaken. Each owner and occupant of any lot and each tenant, guest and invitee of an owner, as applicable, acknowledges and understands that the association, its directors, officers, managers, agents, or employees, declarant or any successor declarant are not insurers and that each owner and occupant of any dwelling, or owner or user of an improvement, and each tenant, guest and invitee of any owner assumes all risks for loss or damage to persons, to dwellings and improvements and to the contents of dwellings and improvements and further acknowledges that the association, its directors, officers, managers, agents, or employees, declarant or any successor declarant have made no representations or warranties nor has any owner, occupant, tenant, guest or invitee relied upon any representations or warranties, expressed or implied, including any warranty of merchantability or fitness for any particular purpose, relative to any surveillance camera system approved by the ARC.

Any installation of surveillance cameras not in compliance with these Surveillance Camera Guidelines will be considered a deed restriction violation. These Surveillance Camera Guidelines do not apply to property that is owned or maintained by the Association.

CERTIFICATION

I hereby certify that, as President of the Fulbrook on Fulshear Creek Association the foregoing Amended and Restated Exterior Home Video Surveillance Camera Guidelines were approved by the unanimous written consent of the Board of Directors.

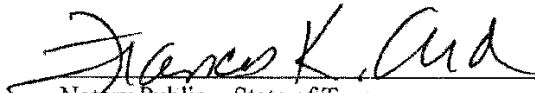
DATED, this the 6<sup>TH</sup> day of December, 2013.

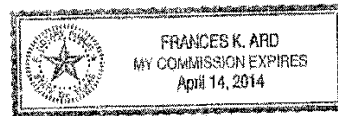
  
\_\_\_\_\_  
DAVID A. CANNON, President

STATE OF TEXAS       §  
  §  
COUNTY OF FORT BEND §

BEFORE ME, on this day personally appeared David A. Cannon, the Secretary of the Fulbrook on Fulshear Creek Association known by me to be the person whose name is subscribed to this instrument, and acknowledged to me that he executed the same for the purposes herein expressed, in the capacity herein stated, and as the act and deed of said corporation.

Given under my hand and seal this the 6<sup>th</sup> day of December, 2013.

  
\_\_\_\_\_  
Notary Public – State of Texas



After Recording, Return To:  
Stephanie Quade  
Roberts Markel Weinberg P.C.  
2800 Post Oak Blvd., 57<sup>th</sup> Floor  
Houston, TX 77056



**FULSHEAR CREEK CROSSING HOMEOWNERS ASSOCIATION, INC.**  
**EXTERIOR HOME VIDEO SURVEILLANCE CAMERA GUIDELINES**

STATE OF TEXAS                   §  
   §  
COUNTY OF FORT BEND       §

WHEREAS, the property encumbered by these Exterior Home Video Surveillance Camera Guidelines (“Surveillance Camera Guidelines”) is that property initially restricted by the Declaration of Covenants, Conditions and Restrictions for Fulshear Creek Crossing recorded under Fort Bend County Clerk’s File No. 2008054643, as same has been or may be amended from time to time (“Declaration”), and any other subdivisions which have been or may be subsequently annexed thereto and made subject to the authority of the Fulshear Creek Crossing Homeowners Association, Inc. (the “Association”); and

WHEREAS, any reference made herein to approval by the Architectural Review Committee (“ARC”), means prior written approval by the ARC.

NOW THEREFORE, pursuant to the authority granted in Declaration, the ARC hereby adopts these Surveillance Camera Guidelines which shall run with the land and be binding on all owners and lots within the subdivision. These Guidelines replace any previously recorded or implemented guidelines that address the subjects contained herein.

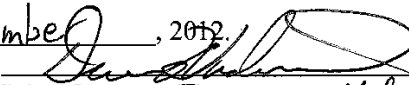
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  - a. A plot plan of the property marked to show the proposed horizontal location of each camera;
  - b. Photos and/or builder drawings of the elevation(s) of the home which are marked to show the desired vertical placement of each camera; and
  - c. Specifications on the make and model of the equipment proposed.
2. Camera number and placement is limited to only those areas and number of cameras necessary to cover each entrance into the home and the driveway. In most cases this will require up to three (3) cameras. An ARC request for a number of cameras in excess of three (3) must be accompanied by a plan and recommendation prepared by home surveillance professional, with an explanation supporting the plan.
3. Approvable cameras must be direct soffitt mounted mini-dome style, compact in size and made to be as obscure from public view as possible so as not to distract from the appearance of the home.
4. The placement of each camera shall be in a manner that such camera does not observe the properties of others beyond the perimeter of the property owner.

5. Approval of the placement of exterior home video surveillance cameras by the ARC does constitute a license to the property owner to intrude on the privacy of neighboring properties. The property owner is advised to seek the advice of a home surveillance professional prior to installing exterior video cameras and to become familiar with any statutes that may exist that would govern video surveillance.
  
6. Approval of the placement of exterior home video surveillance cameras by the ARC in no way constitutes a warranty or representation that such cameras will in all cases provide the detection or protection for which the system is designed or intended, or that a loss will be prevented by same. Neither the ARC, Association, its directors, officers, managers, agents, or employees, declarant or any successor declarant shall in any way be considered an insurer or guarantor of security within any of the property located within the subdivision. The ARC, Association, its directors, officers, managers, agents, or employees, declarant or any successor declarant shall not be held liable for any loss or damage by reason of failure to provide adequate security or ineffectiveness of security measures undertaken. Each owner and occupant of any lot and each tenant, guest and invitee of an owner, as applicable, acknowledges and understands that the association, its directors, officers, managers, agents, or employees, declarant or any successor declarant are not insurers and that each owner and occupant of any dwelling, or owner or user of an improvement, and each tenant, guest and invitee of any owner assumes all risks for loss or damage to persons, to dwellings and improvements and to the contents of dwellings and improvements and further acknowledges that the association, its directors, officers, managers, agents, or employees, declarant or any successor declarant have made no representations or warranties nor has any owner, occupant, tenant, guest or invitee relied upon any representations or warranties, expressed or implied, including any warranty of merchantability or fitness for any particular purpose, relative to any surveillance camera system approved by the ARC.

Any installation of surveillance cameras not in compliance with these Guidelines will be considered a deed restriction violation. These Surveillance Camera Guidelines do not apply to property that is owned or maintained by the Association.

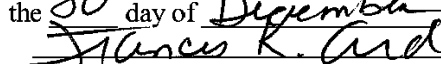
**CERTIFICATE OF SECRETARY**

I hereby certify that, as Secretary of the Fulshear Creek Crossing Homeowners Association, Inc., the foregoing Surveillance Camera Guidelines were approved on the 20<sup>th</sup> day of December, 2012, at a meeting of the Board of Directors at which a quorum was present.

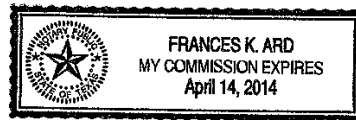
DATED, this the 20<sup>th</sup> day of December, 2012.  
  
 Print Name: Duncan Underwood  
 Title: Secretary

STATE OF TEXAS §  
 COUNTY OF FORT BEND §

BEFORE ME, on this day personally appeared Duncan Underwood, the Secretary of the Fulshear Creek Crossing Homeowners Association, Inc., known by me to be the person whose name is subscribed to this instrument, and acknowledged to me that s/he executed the same for the purposes herein expressed and in the capacity herein stated, and as the act and deed of said corporation.

Given under my hand and seal this the 20<sup>th</sup> day of December 2012.  
  
 Notary Public – State of Texas

After Recording, Return To:  
 Stephanie Quade  
 Roberts Markel Weinberg P.C.  
 2800 Post Oak Blvd., 57<sup>th</sup> Floor  
 Houston, TX 77056



# Fulbrook on Fulshear Creek Homeowners Association, Inc.

Architectural Control



2013152070  
ELECTRONICALLY RECORDED  
Official Public Records  
12/9/2013 11:32 AM



*Dianne Wilson*  
Dianne Wilson, County Clerk  
Fort Bend County Texas  
Pages: 38 Fee: \$ 159.00

**ARCHITECTURAL GUIDELINES FOR**  
**FULBROOK ON FULSHEAR CREEK ASSOCIATION**

I, the undersigned, pursuant to Texas Property Code §202.006 do hereby certify:

That I am the President of the Fulbrook on Fulshear Creek Association, (hereinafter the "Association") a Texas corporation;

That the attached document is a document that applies to the operation and utilization of property within Fulbrook on Fulshear Creek, a subdivision in Fort Bend County, Texas;

That the property affected by this document is set out on the attached Exhibit A;

That the document which affects the use and operation of Fulbrook on Fulshear Creek is set out on the attached Exhibit B; and

That the attached document is a true and correct copy of the original.

IN WITNESS WHEREOF, I have hereunto subscribed my name this the 6<sup>th</sup> day of December, 2013.

**FULBROOK ON FULSHEAR CREEK  
ASSOCIATION**

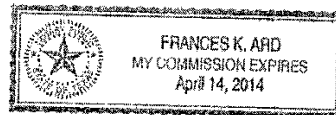
*[Signature]*  
\_\_\_\_\_  
DAVID A. CANNON, President

STATE OF TEXAS       §  
                                  §  
COUNTY OF FORT BEND §

BEFORE ME the undersigned authority, on this day personally appeared David A. Cannon, the President of the Fulbrook On Fulshear Creek Association, known to me to be the person whose name is subscribed to this document and, being by me first duly sworn, declared that he is the person who signed this document in his representative capacity, and that the statements herein contained are true and correct.

Given under my hand and seal of office this the 6<sup>th</sup> day of December, 2013.

*[Signature]*  
\_\_\_\_\_  
NOTARY PUBLIC – STATE OF TEXAS



**EXHIBIT "A"**

**PROPERTY DESCRIPTION**

Fulbrook on Fulshear Creek, a subdivision located in Fort Bend County, Texas and initially restricted by the Declaration of Covenants, Conditions and Restrictions for Fulshear Creek, Crossing recorded under Fort Bend County Clerk's File No. 2008054643, as same has been or may be amended from time to time ("Declaration"), and any other property which has been or may be subsequently annexed thereto.



**EXHIBIT "B"**

1. Architectural Guidelines of Fulshear Creek Crossing Homeowners Association, Inc. d/b/a Fulbrook On Fulshear Creek Association

**After recording return to:**

Stephanie Quade  
Roberts Markel Weinberg, P.C.  
2800 Post Oak Blvd., 57<sup>th</sup> flr.  
Houston, Texas 77056

*CP: 3336-00001 #83*

## FULSHEAR CREEK CROSSING ARCHITECTURAL GUIDELINES

June 2, 2008 \*

Fulshear Creek Crossing is a unique residential community in that it has been planned and developed to celebrate the integrity and simplicity of regional small town values. These values, demonstrated through the thoughtful land planning and meticulous attention to details, have been married with the historic character of the old town of Fulshear. A Village map is included as Exhibit "A".

Fulshear Creek Crossing is unique in the Houston area because of the combination of topographic relief and generous allotment of open space in excess of 20% of the total land area. The abundance of open space and creative village designs allow for the promotion of certain virtues including environmental sensitivity, family togetherness, neighborliness, respect for the land, and the appreciation of small town simplicity and functionality. These values are reflected in the composition of the community structure, landscape and architectural character. Homes should have simple geometry and restrained details as typically found in Craftsman and Prairie School designs. Landscaping should be simple with materials that are native or drought tolerant species.

In addition to these primary requirements, the Architectural Guidelines that follow should be considered in the development of each homesite. During the design process for a homesite (structures, landscaping, etc.) the Declaration of Covenants, Conditions and Restrictions ("CC&R's") and Supplemental Declaration of Covenants, Conditions and Restrictions ("SCC&R's") must be adhered to in conjunction with these Architectural Guidelines. The CC&R's and SCC&R's may override any terms in these Architectural Guidelines. As stated in the CC&R's for Fulshear Creek Crossing, the Architectural Review Committee ("ARC") shall have jurisdiction over all construction activities on the lots within Fulshear Creek Crossing. These Architectural Guidelines may be revised from time to time by the Board of Directors of the Fulshear Creek Crossing Homeowners Association ("HOA"). Variances to any of these Architectural Guidelines may be granted by the ARC on a case by case basis.

\* As of this date the community development status included 123 lots in platted Sections One & Two of Lake Hill Farm Village

**I. Guidelines for the Home**

**A. Style of Homes**

The home styles should be simple and restrained. Asymmetrical "rural small town" Craftsman and Prairie School architectural styles are preferred to symmetrical, formal and more urban or "Neo-Classical" plans and elevations. The combining of various exterior building materials, the use of gable roofs of various colors and the construction of front porches are strongly encouraged. Architectural styles such as Ante-bellum, French Renaissance, Italian Renaissance, Southern Colonial, Tudor or other styles commonly found in the city or suburbs are not appropriate. Sketches and photographs of appropriate styles can be seen in *Exhibit "B1", Architectural Styles - Historical Examples* and *Exhibit "B2", Architectural Styles - Contemporary Examples*.

**B. Home Sizes**

The minimum size of any one-story home, exclusive of porches and garages, shall be 2,500 sq. ft. and the minimum size of any two-story home, exclusive of porches and garages, shall be 3,000 sq. ft. Minimum and maximum sizes of homes shall vary according to platted section and in some areas of Fulshear Creek Crossing, within a platted section, as recorded in the CC&R's or SCC&R's for that platted section. The intent of these guidelines, with respect to size, is to ensure that the various home sizes complement each other and do not compete with each other, within a defined neighborhood or village.

**C. Proximity of Similar Homes**

Homes that are too similar in appearance may not be permitted to be in close proximity of each other. *Exhibit "C", The House Configuration Distribution Plan (Note: There is an Exhibit "C" for each village)* outlines some of the requirements for specific house types by lot within Lake Hill Farm Village. Notwithstanding the requirements of Exhibit "C", a floorplan should not be repeated on the same block in less than four (4) lots on both sides of the same street between two (2) intersecting streets that define a block.

**D. Foundations**

All building foundations shall consist of either concrete slabs or pier and beam, unless a different type of foundation is approved due to special or unusual site conditions. The topography of a lot could influence the type of foundation to be considered. The top of slab elevation shall generally be a minimum of 10" above finished grade, high enough to allow for proper drainage away from the house, and in no circumstances below the 100-year flood plain elevation or such other levels as may be established by the Commissioners Court of Fort Bend County, applicable government authorities, or dictated on the recorded plat. Minimum top of slab elevations in some platted sections may be required to be higher, and shall be noted in the SCC&R's or on the recorded plat.

Notwithstanding the above, the ARC will consider a minimum of less than 10" on a portion of the foundation in conditions where severe grades produce extremely tall foundations (exceeding 36") on down grades. The ARC is primarily concerned with the front elevation condition and will look at variances on the rear where steep grades occur and where site grading can assure that proper drainage away from the foundation in the first ten feet can be accomplished.

Continuous "suburban" foundation landscape planting is discouraged. Front stairs where required, should be prominent.

Builders and Homeowners are required to provide a form survey prepared by a Registered Surveyor or Engineer certifying that the foundations of all buildings constructed on lots have been constructed in conformance with these Architectural Guidelines, the CC&R's and the SCC&R's with regards to building placement and slab elevations.

**E. Primary Exterior Materials**

The number of different primary materials on the exterior walls of a home shall be limited to three. A primary material is defined as a material used on more than 30% of the exterior front or side elevations' wall surfaces. Permitted materials shall include:

- Brick:* "wood mold" type modular brick is preferred; no wire cut brick; "King & Queen size" bricks are acceptable; acceptable color range includes mid-range colors and buff tones but bright and highly contrasting colors are discouraged other than for use as detail such as in a cornice, pediment or archway.
- Mortar:* natural colors; some contrasting colors may be used to accent sections of the exterior.
- Stone:* should be laid up in dominantly horizontal courses and not applied in a two-dimensional "flagging like" or "peanut brittle" appliqué fashion.
- Stucco:* sand float finish or light texture is preferred; heavily textured stucco is strongly discouraged.
- Wood or wooden-appearance* hardi-plank or cementations siding, ship lap, lap board, shingle and board & batten *cladding* may be used, and when used, traditional wood details are required.

All vertical joint transitions between differing exterior wall materials shall terminate only on an inside corner, such corner being a minimum of 1' deep. Horizontal material transitions may be terminated by a change of plane or a trim detail consistent in proportion to other trim details on the front elevation of the home.

**F. Exterior Colors**

The number of dominant colors for the main elevation materials on the exterior walls of a home is limited to two. Permitted colors include white, warm tones, muted primaries, pastels and other restrained colors. Contrasting but complementary accent colors may include blues, yellows, browns, warm grays, greens and reds. High contrasting accent colors should not be primary colors but rather muted tones.

**G. Roofs and Roof Materials**

Primary roofs may be either dominantly hip or gable type construction with a minimum pitch of 8 in 12. It is preferred that there be a minimum of 65% of either roof type within the restricted lots identified on **Exhibit "C"** per platted section. Secondary roofs throughout Fulshear Creek Crossing may have a pitch ranging from 4 in 12 to 8 in 12. Simple roof shapes are preferred. Complex roof forms with elaborate ornamentation and multiple ridges and peaks should be avoided. Gable or shed type roofs are permitted for porches, roof transitions and accessory buildings. Where used as a shed porch roof and depending upon materials used, a 3 in 1 pitch may be acceptable.

Acceptable roof materials include composite shingles (as herein described), metal, slate and simulated slate. Acceptable roof colors for metal, slate, and simulated slate roofs include copper, dark brown, deep charcoal gray, green, metal gray and red.

If composite shingles are desired, they should be "algae resistant treated". Composite shingles are preferred to be color constant rather than dappled. The recommended colors for shingles are medium to dark gray, slate, forest green, and barn red. Tan and medium brown are strongly discouraged. The ARC will consider other colors if and when additional colors are presented by the

Builder and if in the opinion of the ARC, are consistent with the goals of these Architectural Guidelines and the desired community architectural character.

**H. Chimneys**

Exterior fireplaces and chimneys shall be constructed of masonry, or masonry like materials. Chimneys should extend a minimum of 4' above the roof line or be 2' higher than required by the International Building Code. All chimneys constructed for fireplaces, stoves, etc. that burn wood, alternate wood products, coal, charcoal burning and or combustible materials other than natural gas or propane, should have spark arrestors.

**I. Garages**

Garages may be attached or detached. Each garage, or combination thereof, must be sized to accommodate at least two automobiles. Garage doors not directly facing the fronting street are preferred. Garage doors that face the street should be located a minimum of 5' behind the front face of the primary elevation of the home. In the case of an attached garage facing the street where a home has a generous front porch that terminates at the front face corner of home and garage, with a minimum of 5' of depth measured from the face of the building to the inside of the balustrade, a garage structure may be located a minimum of 2' behind the front face of the home for a total setback of about 7' from porch balustrade to garage structure. The garage door recess should not be used as a portion of the 7' requirement.

If the garage doors a.) face the road on which the house is addressed and are located in front of the "back line" of the house, or b.) face the front yard on a side loaded garage that opens out to the front yard, then they should be designed to appear to be two single doors or have an acceptable "carriage style" appearance, and can either be made of wood or the surface treated to simulate wood. This guideline would also apply on corner lots where the garage doors face the non-addressed street whether by Builder choice or Architectural Guidelines requirement.

Auto courts are preferred. Garage doors not visible to a road right-of-way may be double garage doors, made of materials other than wood, and do not need to simulate wood.

Two 8'-9' wide doors are preferred to one 16'-18' wide door.

*Exhibit "C"*, outlines some of the requirements for specific garage orientations by lot within Lake Hill Farm Village.

**J. Windows**

Windows should be proportioned with heights approximately twice the width, excepting egyptian and special function windows. Burglar bars are not permitted on the exterior of structures and if installed on the interior, should not be visible from the exterior of the structure.

**K. Shutters**

When used, shutters are to be of equal size to the openings they are intended to protect.

**L. Exterior Lighting**

The philosophy of exterior lighting, where used, is to minimize the impact to neighbors and to every reasonable extent possible, preserve the beauty of the "rural" night skies which many residents enjoy. Exterior residential lighting should convey a warm, inviting atmosphere. Care is to be taken in placement and selection of fixtures and types of light sources.

Exterior Lighting Plans should be submitted with the Exterior Elevations Plan when that plan is submitted to the ARC for Final Plan Approval. Final Plan Approval of the Exterior Elevations Plan may be withheld until the Lighting Plan has been approved by the ARC. The areas of the residential exteriors that are permitted to be illuminated are depicted on **Exhibit "D", Lighting Zones-Permitted**. Examples of the types of lights that are acceptable in these zones are presented on **Exhibit "E", Permitted Lighting Fixture Types by Lighting Zones**. Specific design and manufacturer models for the Lighting Fixture Types depicted in Exhibit "E" should be submitted to the ARC for approval.

Restrained exterior illumination of architectural features such as columns, entries, and landscaping is permitted as described in **Exhibit "D"** and **Exhibit "E"**, and if approved by the ARC. The Builder and/or Homeowner is to install and maintain lighting on individual lots in a manner to not cause distraction, nuisance or to be unsightly. Lighting should not conflict with the sight lines of pedestrians and motorists.

Light sources should not *spill over* into neighboring yards or produce glare to adjoining landowners or the public right-of-ways. No lighting fixture shall be erected higher than the surrounding natural ground as described in **Exhibit "E"**. Freestanding pole lights, where permitted, shall not be mounted higher than 12' above the finished grade of the undeveloped lot.

Ground landscape lighting or decorative fixtures should be of high quality materials and workmanship and be in scale and style with the residence. All lighting sources should be approved by the ARC. Colored lenses, low pressure sodium, high pressure sodium and neon lighting are not permissible.

The responsibility to prevent and/or correct any distraction, glare, nuisance, safety, spill over, unsightliness and welfare situations caused by installed lights shall remain with the Builder and/or Homeowner.

**M. Satellite Dishes and Antennas**

Satellite dishes and antennas shall comply with Federal Communications Commission guidelines and regulations. In addition, all communications related antennas/dishes/etc. shall be located in such a manner that they will not be visible from the street right-of-way onto which a property fronts.

**II. Guidelines for the Lot and Accessory Structures**

**A. Setback Lines and Building Lines**

Front lot Setback Lines and/or Building Lines for all lots are outlined in the SCC&R's. Special considerations may be given in situations where variances may be necessary due to unusual lot shape, tree preservation, severe topography or other site-specific determinants. Variances may be granted to allow a small portion of the driveway near the home to encroach within the side lot setback. As a general rule, the lot setbacks will be established as follows:

| Structure Type            | Front | Side | Rear |
|---------------------------|-------|------|------|
| 1. Primary Structure      |       |      |      |
| 80' Lot                   | 30'   | 5'   | 25'  |
| 100' Lot                  | 40'   | 7.5' | 40'  |
| 2. Accessory Structures * |       |      |      |
| 80' Lot                   | 35'   | 5'   | 10'  |
| 100' Lot                  | 45'   | 7.5' | 20'  |

\*Detached garages are considered accessory structures

**B. Accessory Structures**

Accessory structures for uses such as a guest house, "granny flat", guest quarters, etc. are permitted per the CC&R's. Small sheds are permitted. These accessory structures should complement the colors and materials of the primary home. The grouping of structures shall be done in a manner that considers the visual effects on the surrounding landowners with regards to elevation, aesthetics, materials and detailing. Plans for all accessory structures should be submitted to the ARC, and reviewed and approved by the ARC prior to construction. Buildings may be rejected because of size or design, or approved subject to screening and landscaping.

**C. Drainage**

Drainage should continue to flow in its preexisting natural direction, or into rear and/or side lot swales constructed by the Builder/Developer, and eventually to a drainage easement, HOA open space or street right-of-way. Drainage impediments (either structural or landscape) on a lot should not cause drainage blockage on adjacent lots or additional drainage flows across adjacent lots and HOA open spaces unless approved by the ARC. There may be a 5' HOA easement reserved along all side and rear property lines to allow for drainage of the rear and side lot areas. The drainage shall not be blocked by improvements to the lot.

**D. General Easements**

A lot may have easements for drainage, utilities, or in unusual circumstances, special access. Easements will be designated on a recorded plat or in the SCC&R's.

**E. Driveways**

Driveways shall have a minimum width of twelve (12') feet or (ten) 10' for short distances such as through auto courts. Driveways shall have a maximum width of eighteen (18') feet. Where three car garages are constructed, the driveway width may be adjusted to up to 28' at the apron of the garage but should be transitioned in the shortest horizontal distance possible down to the maximum width allowed herein. These restrictions shall govern driveway widths from the public road pavement to the front face of the garage(s).

The driveway shall be constructed of concrete. Patterned concrete is not permitted between the public road pavement and the property line.

Variances may be granted to allow driveway encroachments into side lot setbacks but in no case can drainage be adversely affected by the driveway intrusion into the side setbacks.

Circular drives may be permitted on 100' wide lots, however if constructed, the closest edge of the circular drive may not be closer than 30' back from the street right-of-way to which the home is addressed. A maximum of one driveway access point per platted lot is permitted. In the event the Builder re-plats two 100' wide lots into one 200' wide lot then two driveway access points will be permitted.

**F. Driveway Gates**

Driveway gates are not permitted unless specifically permitted on special estate lots on a section by section basis.

**G. Fences**

The Developer's intent is for the fencing throughout Fulshear Creek Crossing to be uniform in type, material, color and level of maintenance. Fence locations for each lot shall be established in the SCC&R's for each platted section. The types of fences permitted to be constructed are shown in *Exhibit "F", Fence Types by Location, Exhibit "G-1", Fence Type 1 – Interior Side and "Front", and Exhibit "G-2", Fence Type 2 – Street Fronting*. Solid wood fences or solid walls defining property boundaries are prohibited unless a variance is granted. Swimming pool fences must conform to Fort Bend County and/or the City of Fulshear regulations, if any.

**H. Landscaping**

Landscaping Plans shall be reviewed by the ARC.

The landscaping materials for Fulshear Creek Crossing are to be dominantly native and/or drought tolerant. The concept of the Fulshear Creek Crossing Master Plan calls for the use of compatible species in areas immediately adjacent to the community open space areas so that the adjoining residential landscape does not combat the goals of the open space preservation areas instituted as a part of the overall community development plan.

**1. Initial Construction Requirements**

Tables 1&2 below summarize the minimum quantity, sizes and maximum number of species by plant type for both interior and corner lots for the initial construction by the Builder for 80' and 100' wide lots. In terms of plant material location, the planting shall conform to the criteria defined in Exhibit "H-3", Builder Minimum Landscape Planting – Interior Lots and Exhibit "I-3", Builder Minimum Landscape Planting – Corner Lots, as well as the following Exhibits:

|                      |  |
|----------------------|--|
| <u>Exhibit "H-1"</u> | Landscape Zones for Typical Interior Lot (table with zone dimensions and plant requirements)       |
| <u>Exhibit "H-2"</u> | Landscape Zones for Interior Lots (lot plan)   |
| <u>Exhibit H-"4"</u> | Driveway Buffers   |
| <u>Exhibit "I-1"</u> | Landscape Zones for Typical Corner Lots (table with zone dimensions and plant requirements)        |
| <u>Exhibit "I-2"</u> | Landscape Zones for Corner lots (lot plan)   |
| <u>Exhibit "J"</u>   | Lake Hill Farm Village Street Tree Type by Street (Note: There is an Exhibit "J" for each village) |
| <u>Exhibit "K"</u>   | Street Tree Plan with "Canopy" Yard Tree   |
| <u>Exhibit "L"</u>   | Street Tree Plan with "Ornamental" Yard Tree   |
| <u>Exhibit "M"</u>   | Fulshear Creek Crossing Approved Plant Material List   |
| <u>Exhibit "N"</u>   | 80' Lot Streetscape Sections   |
| <u>Exhibit "O"</u>   | 100' Lot Streetscape Sections  |



Minimum Plant Sizes and Quantities by Type (Derived from Exhibits "H-3 & I-3")

Table 1. 80' Wide Lots

| Type                        | Size    | Quantity Interior Lot    | Max. Number species | Quantity Corner Lot               | Max. Number species |
|-----------------------------|---------|--------------------------|---------------------|-----------------------------------|---------------------|
| Front Street Tree           | 30 gal. | 2                        |                     | 2                                 | Per Exhibit "J"     |
| Side Street Tree            | 15 Gal. | 0                        | 1                   | 3                                 | 1                   |
| Front Yard Ornamental Tree* | 15 Gal. | 2                        | 1                   | 3                                 | 1                   |
| Front Yard Canopy Tree*     | 30 Gal. | 1                        | 1                   | 1                                 | 1                   |
| Shrubs                      | 5 Gal.  | 35                       | 3                   | 40                                | 3                   |
|                             | 15 Gal. | 2                        | 2                   | 3                                 | 2                   |
| Ground Cover                | 1 Gal.  | 40                       | 3                   | 50                                | 3                   |
| Turf                        | Sod     | Front of side yard fence | 1                   | Plus side yard facing side street | 1                   |

\* Note that the determination of whether front yard ornamental or canopy trees are to be used is documented on Exhibit "J".

Minimum Plant Sizes and Quantities by Type (Derived from Exhibits "H-3 & I-3")

Table 2. 100' Wide Lots

| Type                        | Size    | Quantity Interior Lot    | Max. Number species | Quantity Corner Lot               | Max. Number species |
|-----------------------------|---------|--------------------------|---------------------|-----------------------------------|---------------------|
| Front Street Tree           | 30 gal. | 2                        |                     | 2                                 | Per Exhibit "J"     |
| Side Street Tree            | 15 Gal. | 0                        | 1                   | 3                                 | 1                   |
| Front Yard Ornamental Tree* | 15 Gal. | 2                        | 1                   | 3                                 | 1                   |
| Front Yard Canopy Tree*     | 30 Gal. | 1                        | 1                   | 1                                 | 1                   |
| Shrubs                      | 5 Gal.  | 45                       | 3                   | 50                                | 3                   |
|                             | 15 Gal. | 3                        | 2                   | 3                                 | 2                   |
| Ground Cover                | 1 Gal.  | 55                       | 3                   | 65                                | 3                   |
| Turf                        | Sod     | Front of side yard fence | 1                   | Plus side yard facing side street | 1                   |

\* Note that the determination of whether front yard ornamental or canopy trees are to be used is documented on Exhibit "J".

The list of preferred plant species, i.e. shrubs and plants, ground cover and vines, trees, perennials, lawns, etc. are listed in Fulshear Creek Crossing Approved Plant Material List, *Exhibit "M"*.

**2. Above Minimum Standard Landscaping**

In the event that the Builder or a Homeowner desires to landscape a lot in excess of those minimum standards, such landscaping shall conform to all of the standards laid out under Section H

"Landscaping" and the Exhibits referred to herein. Of particular concern is the limitation on the number and types of species, extent of the beds into the front lawn area, and the mix of plant types within the various zones. The zonal definitions and Table of permitted plant material types in Tables "H-1" & "I-1" were developed to create flexibility for each Homeowner in the community.

Typical homesite has been divided into distinct landscape zones, as described in *Exhibits "H-1", "H-2", "I-1" & "I-2"*. The zone dimensions listed in *Exhibits "H-1" & "I-1"*, and depicted on *Exhibits "H-2" & "I-2"*, are not intended to be rigidly rectilinear as diagrammed but rather the planting areas should average the intended area through geometric balance.

Other than along street edges of corner lots, the rear yards are not restricted with respect to plant material, type and quantities other than every rear yard shall be "covered" in a maintainable and aesthetically acceptable manner to the ARC and that said planting shall conform to the Fulshear Creek Crossing Approved Plant Material List, *Exhibit "M"*.

**I. Street Tree & Front Yard Tree Requirements**

The Builders are required to plant street trees on each residential lot as described on *Exhibits "J", "K", "L", "N", "O"*. The street and yard tree concept depicted in *Exhibit "J"* is intended to express the street hierarchy and lot sizes while creating an overall unified village theme. Consideration will be given on a case by case basis for modification or exemption from the front yard tree planting requirements in *Exhibits "J", "K", "L", "N", "O"* in the event that site conditions, resulting from existing vegetation or site plan variance due to existing conditions, make impractical the adherence to the yard tree planting requirements described therein.

The required trees planted shall match the number, species and sizes as described in these exhibits.

**J. Mailboxes**

Community mailboxes will be provided by the Developer and located in a manner to provide a balance of convenience and privacy to adjoining Homeowner.

**K. Address Numbers**

Lot addresses should be displayed on the home near the front door or other acceptable locations easily visible from the public right-of-way to which the home is addressed.

**L. Items to be Screened**

The following items should be screened from the road right-of-way and the neighbor's yard with a vegetative hedge or other ARC approved method:

- "non-natural wood" colored playground equipment (variances may be granted for toddler's equipment);
- pet enclosure;
- air conditioning condensers and other mechanical equipment;
- propane tanks used for outdoor kitchens or bar-b-ques;
- exterior light sources if not concealed by fixture design;
- swimming pools; and
- and other permitted vehicles if any.

**M. Swimming Pools**

Swimming pools must be in ground and in conformance with Fort Bend County regulations. The pool deck cannot be located within the side and rear yard setbacks as described in Section II.A.

**N. Utility Lines and Cables**

All power lines, telephone lines, cable lines, etc. must be underground on any portion of a lot except for CenterPoint Energy primary distribution lines which shall be approved by the Developer, or other lines installed by the Developer.

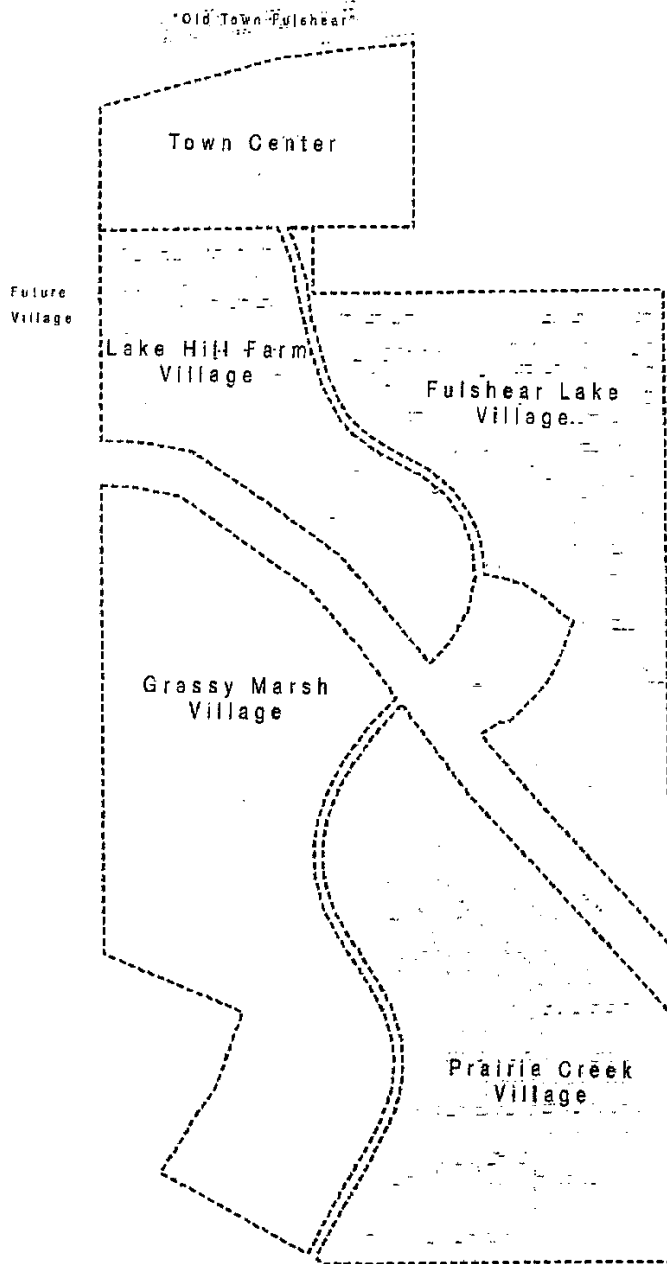
**O. Lake Front Treatments**

Other than those improvements provided by the Developer, docks and other permanent structures along lake edges are not permitted. Each Homeowner shall be responsible for the maintenance and preservation of their respective "waterfront" consistent with the environmental philosophy of the community.

**Summary**

*It is the intention of the Developer to create a community where residents can live with the pride of knowing that Fulshear Creek Crossing is unique. The concept of Fulshear Creek Crossing, as discussed in the opening paragraph, should be protected and enhanced through thoughtful planning, creative but simple architecture, and dedicated management. The cooperation of each Builder and Homeowner is required for Fulshear Creek Crossing to meet its goals. Adherence to these Architectural Guidelines will help create a renowned, sustainable community with its own set of unique characteristics and traditions.*

Exhibit "A"



DISCLAIMER  
ANY ASPECT OF THIS MAP CAN BE  
CHANGED AT ANY TIME AT THE SOLE  
DISCRETION OF THE DEVELOPER

Village Area

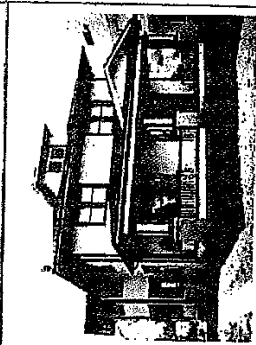
- Town Center
- Lake Hill Farm Village
- Fulshear Lake Village
- Grassy Marsh Village
- Prairie Creek Village

**Exhibit "B-1" Fulshear Creek Crossing Architectural Guidelines Historic References**  
**Architectural Styles-Historical Examples**

May 1, 2008 12:00

**Pratt's School**

- 2 1/2 story roof
- 2 stories with a story porch
- Typical iron roof
- Horizontal lines and details
- Upper story emphasis with narrow detail treat
- Contrasting assessments and window trim



**Grauman**

- Low pitched hipped roof
- Pitch with subtle trim, sometimes balustr
- Upper story without soffits
- Beaky, thick, and vertical
- Windows with upper story having small panes
- Mansard massing building base

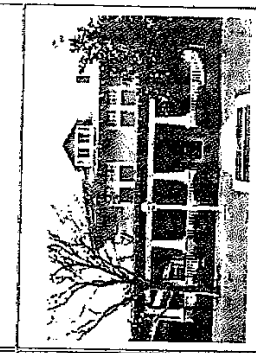
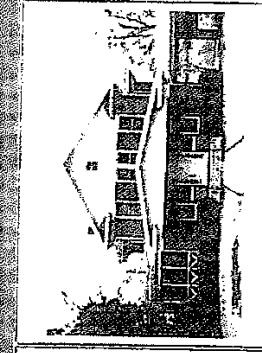
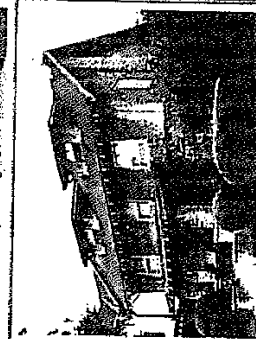
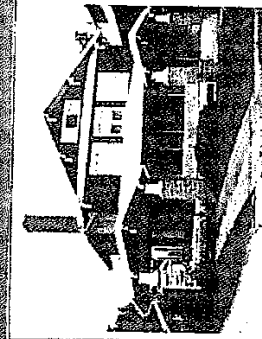




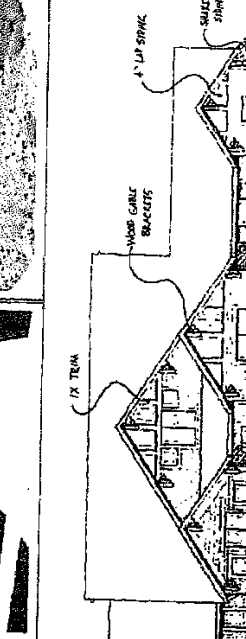

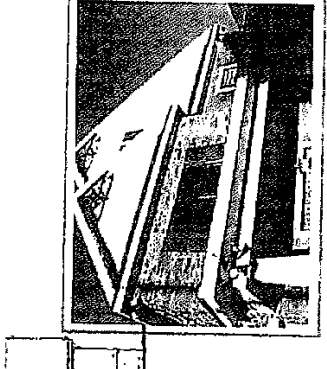
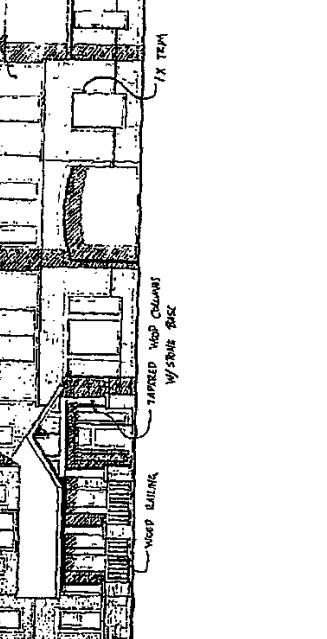
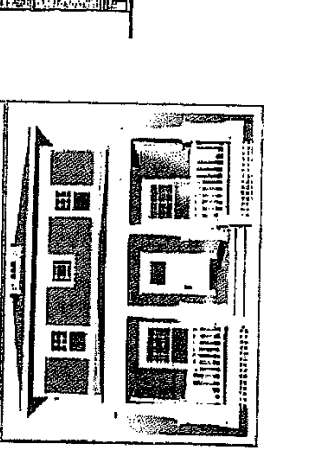


Exhibit "B-2" Fulshear Creek Crossing Architectural Guidelines Contemporary Examples  
 May 1, 2008 12:00

| Prairie School  | Prairie School   | Prairie School  |
|---|--|---|
| <ul style="list-style-type: none"> <li>• Low pitched roof</li> <li>• Slopes with "sooty" gables</li> <li>• Vertically oriented gables</li> <li>• Horizontal lines and details</li> <li>• One story emphasized with wide horizontal</li> <li>• Contrasting materials and colors</li> </ul> | <ul style="list-style-type: none"> <li>• Low pitched roof</li> <li>• Gables with square columns, sometimes "battered"</li> <li>• Upper gables without soffits</li> <li>• Bands, decorative "rattle" galls</li> <li>• Windows with upper casings having small panes</li> <li>• Walls with rationally building base</li> </ul> | <ul style="list-style-type: none"> <li>• Low pitched roof</li> <li>• Slopes with "sooty" gables</li> <li>• Vertically oriented gables</li> <li>• Horizontal lines and details</li> <li>• One story emphasized with wide horizontal</li> <li>• Contrasting materials and colors</li> </ul> |
|    |    |    |
|   |   |   |
|    |    |    |

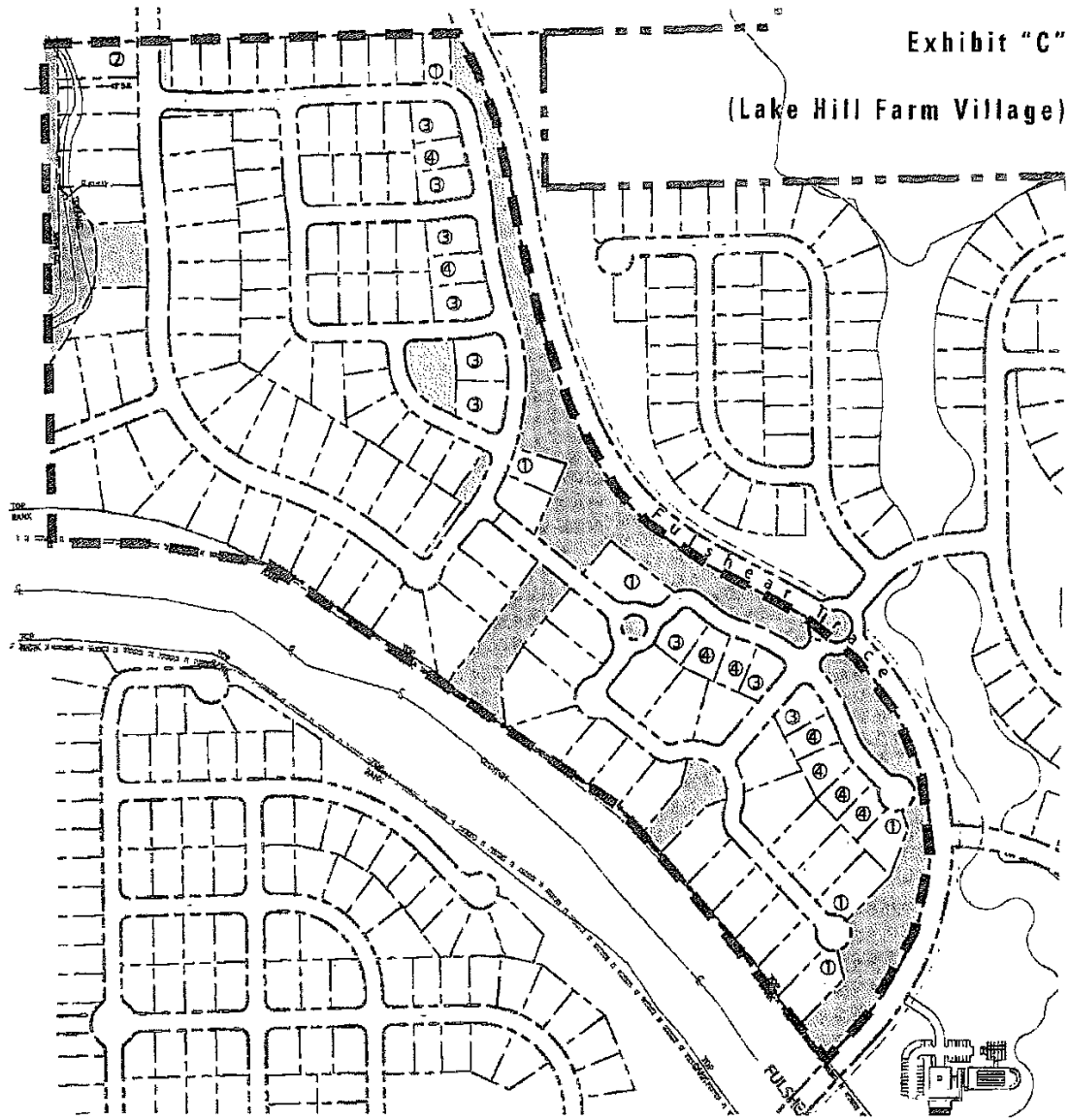


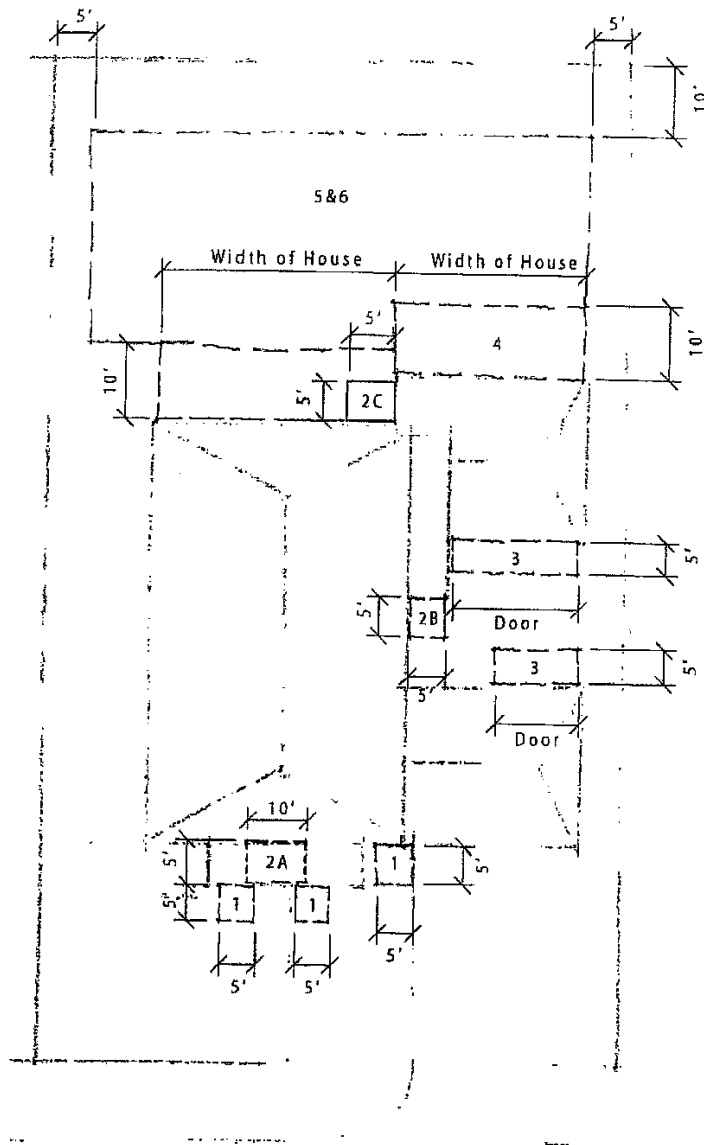
Exhibit "C"

(Lake Hill Farm Village)

House Plan Configuration Distribution Plan

| Symbol       | Lot Type   | NTS |
|--------------|--|-----|
| ①            | Side Loaded Garage Doors Shall Not Face Fulshear Trace |     |
| ②            | Garage Doors Shall Not Face Or Orient North            |     |
| ③            | Side Load with Carriage Door                           |     |
| ④            | Auto Court or Rear Garage                              |     |
| □ (white)    | Restricted As To Roof Types - Dominant Gable Roofs     |     |
| □ (dotted)   | Mix Hip & Gable @ 50% Each                             |     |
| □ (stippled) | Unrestricted As To Roof Types                          |     |

Exhibit "D"



## Lighting Zones - Permitted

- |                   |                           |
|-------------------|---------------------------|
| <b>1</b> Zone 1   | <b>3</b> Zone 3           |
| <b>2A</b> Zone 2A | <b>4</b> Zone 4           |
| <b>2B</b> Zone 2B | <b>5&amp;6</b> Zone 5 & 6 |
| <b>2C</b> Zone 2C |                           |

NTS



Falshear Creek Crossing Community Guidelines

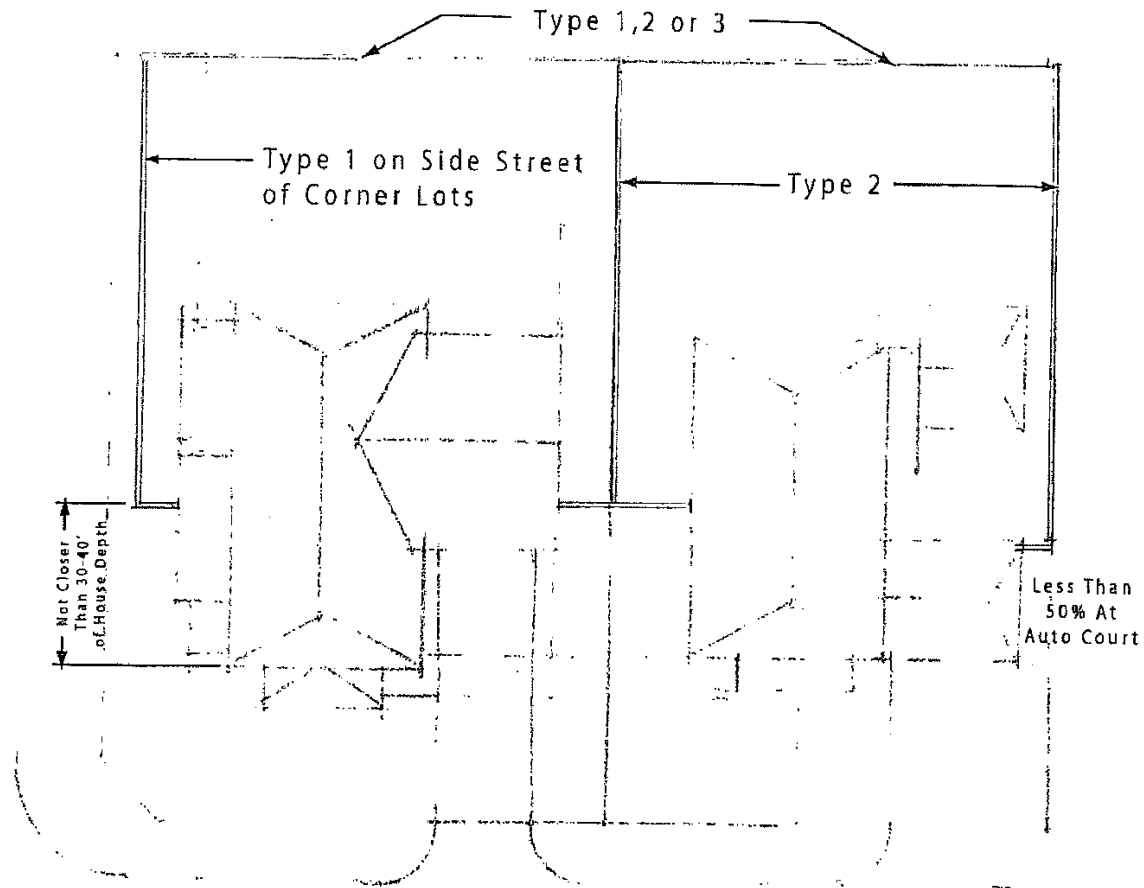
5/1/88 12:00 AM

Exhibit E Permitted Lighting Fixture Types by Lighting Zones

| Type   | Light Types Permitted               |                                     |                                     |                                     |                                     |                                     |
|--|-------------------------------------|-------------------------------------|-------------------------------------|-------------------------------------|-------------------------------------|-------------------------------------|
|  | Path Light                          | Scissors                            | Uplights                            | Bollard Light                       | Down light, Can                     | Underwater                          |
| Maximum Mounting Height by Fixture Type: 30' | 10'                                 | 9'                                  | 18-24'                              | 42'                                 | 10'                                 | M.A.                                |
| 1  |                                     |                                     |                                     |                                     |                                     |                                     |
| 2  | <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> |
| 3  | <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> |
| 4  | <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> |
| 5  | <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> |
| 6  | <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> |

- Notes:
- 1 All lighting shall be shielded to prevent spill over into adjoining property or public right-of-way
  - 2 The maximum footcandle level at a property line shall not exceed 25 footcandles
  - 3 Lighting permitted in the rear yards shall illuminate the rear elevation of the home and landscape within the zone. No glare or spillover shall be permitted.

Exhibit "F"



## Fence Types By Location

Type 1

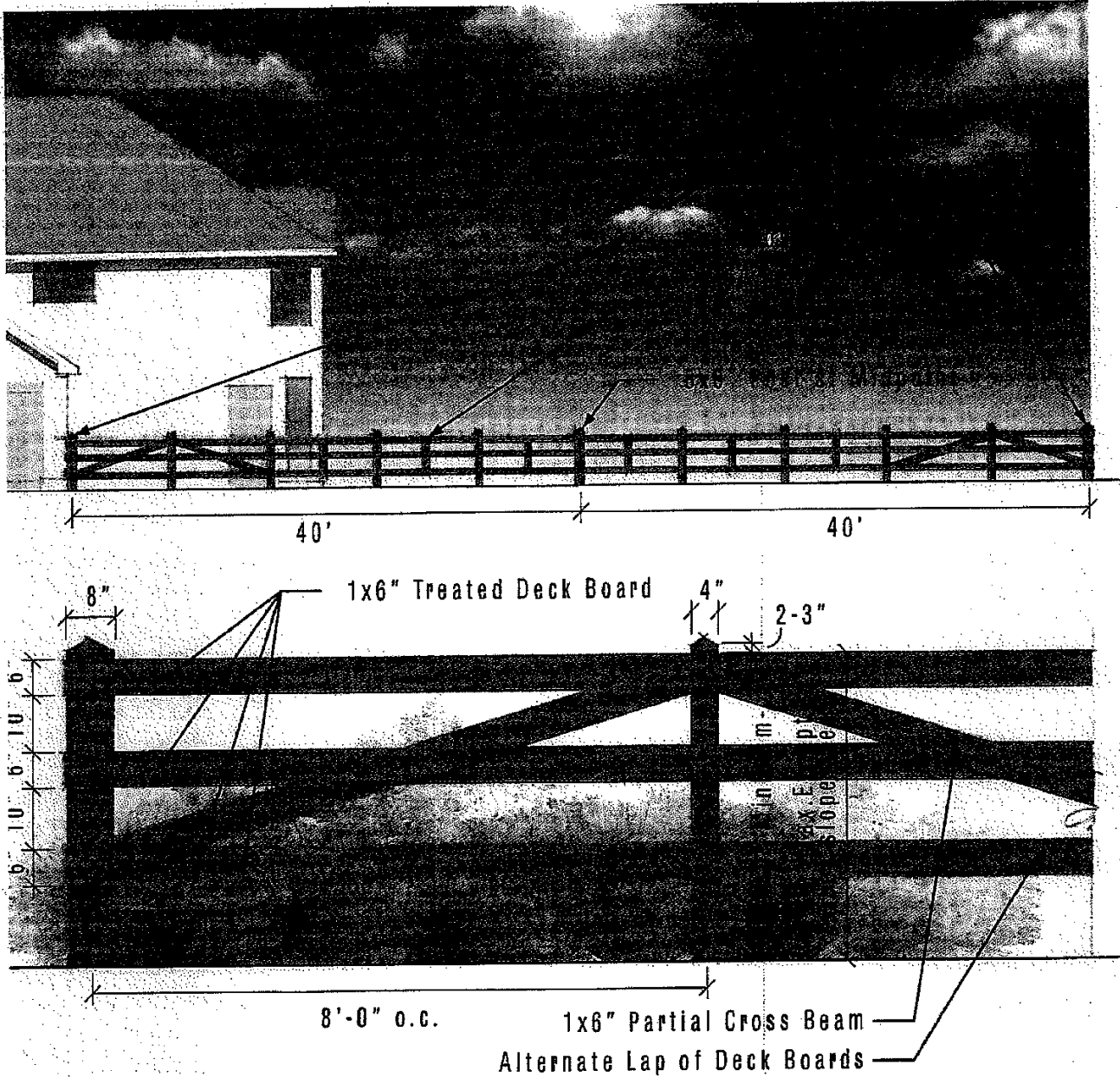
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Type 2

Type 1 - Common Lot Line

Type 2 - Along Public Way or Open Space

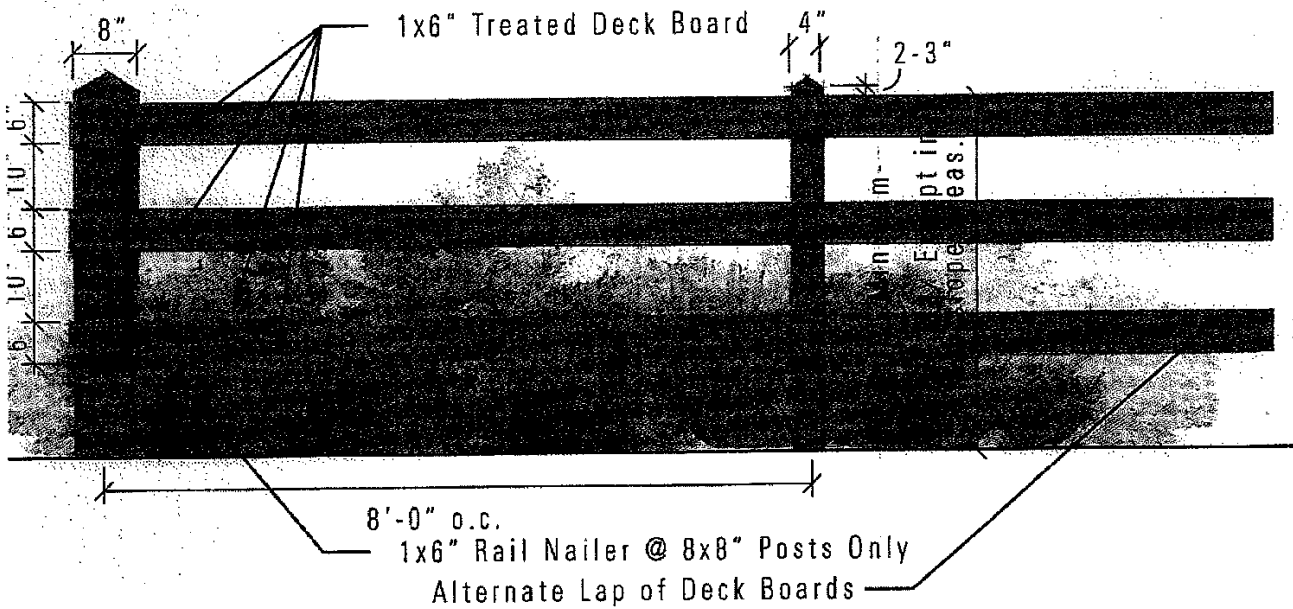
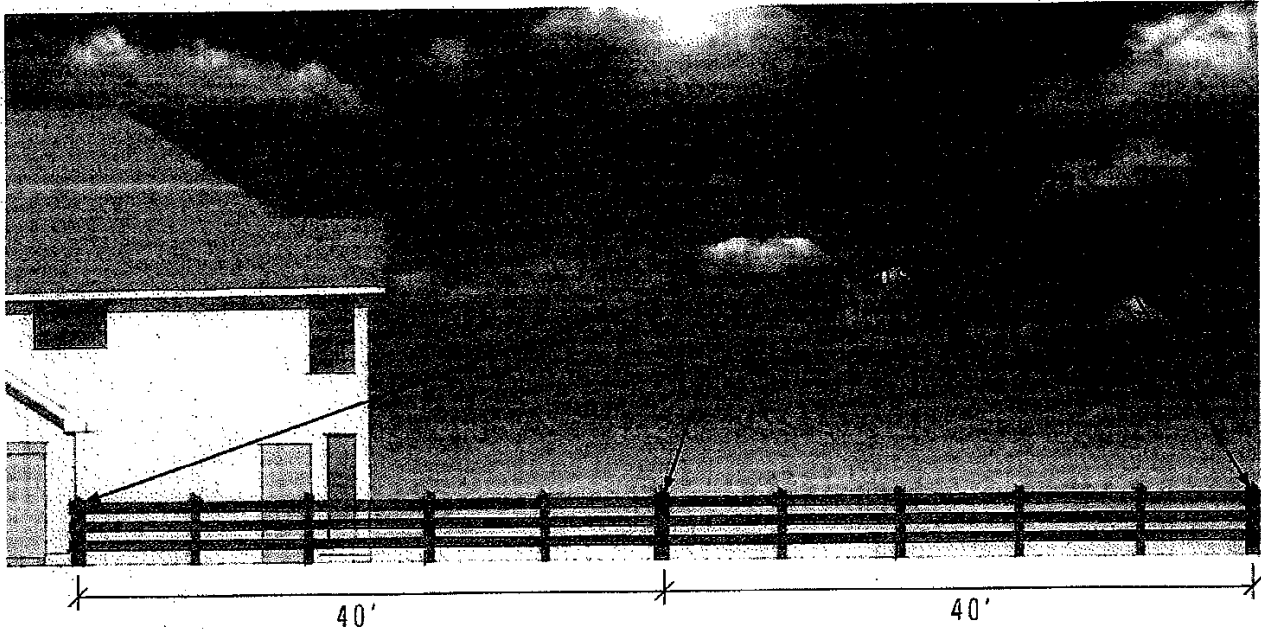
Type 3 - As Permitted by A.R.C.



# Fence Type 1 - Interior Side & "Front"

Rev. 7/28/2009

NTS



# Fence Type 2 - Street Fronting & Siding

Rev. 7/28/2009

NTS

**Fulshear Creek Crossing Landscape Guidelines**

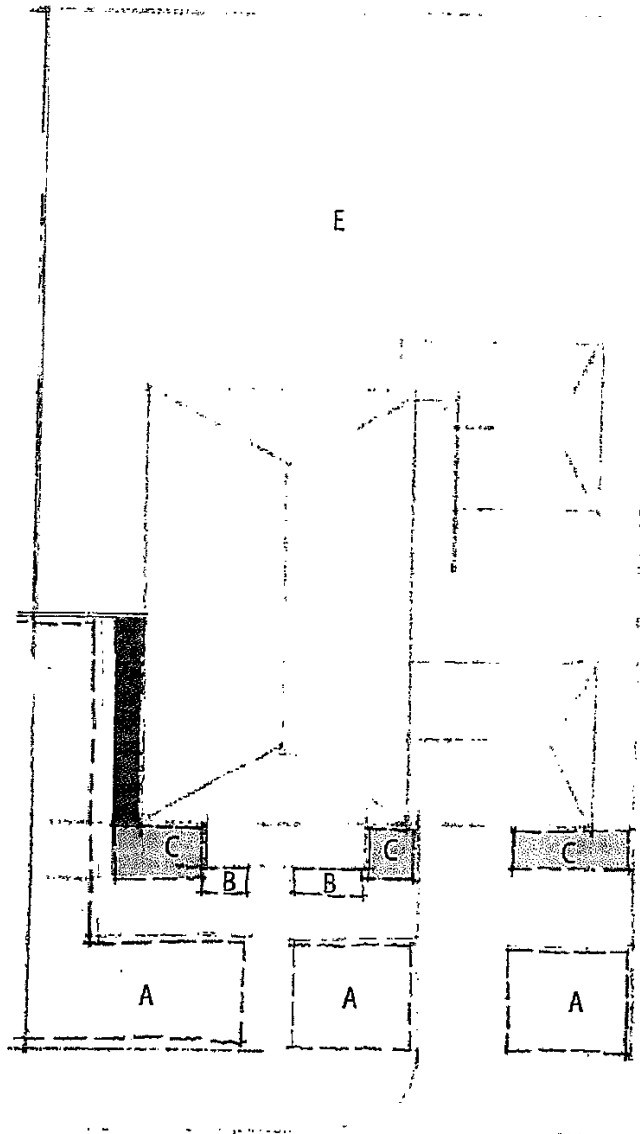
**Exhibit H-1 - Landscape Zones for Typical Interior Lot**

| Type                             | Minimum      |               | Maximum      |               | Acquired/Plantings per lot |           | Perennials |           | Evergreen shrubs |           | Trees     |           | Turf      |           |
|----------------------------------|--------------|---------------|--------------|---------------|----------------------------|-----------|------------|-----------|------------------|-----------|-----------|-----------|-----------|-----------|
|                                  | 80' wide lot | 100' wide lot | 80' wide lot | 100' wide lot | % Minimum                  | % Maximum | % Minimum  | % Maximum | % Minimum        | % Maximum | # Minimum | # Maximum | % Minimum | % Maximum |
| A Front yard                     | To zone B-C  | To zone B-C   | 15'          | 30'           | NA                         | NA        | 0%         | 0%        | 0%               | 0%        | 0%        | NA        | 100%      | NA        |
| B Foundation front 1-story porch | To zone A    | To zone A     | 3'           | 3'            | 0%                         | 0%        | 15%        | 15%       | 70%              | 70%       | 0%        | NA        | 0%        | 0%        |
| C Foundation front facade        | 15'          | 20'           | 3'           | 3'            | 0%                         | 0%        | 15%        | 15%       | 70%              | 70%       | 0%        | NA        | 0%        | 0%        |
| D Foundation side before fence   | 5'           | 10'           | 3'           | 3'            | 0%                         | 0%        | 5%         | 30%       | 65%              | 65%       | 0%        | NA        | 0%        | 0%        |
| E Rear yard                      | N o A f e b  | N o A f e b   |              |               | NA                         | NA        | 0%         | 0%        | 0%               | 0%        | 0%        | NA        | 0%        | 0%        |

There is no limit to the number of species selected or area coverage \*\*\*\*\* The Owner shall be responsible for proper plant selection & spacing.

Notes:  
 \*\* Species to be selected from the Fulshear Creek Crossing ARC approved plant list and as amended from time to time.  
 \*\*\* An additional canopy and an additional feature tree may be added on corner, large and/or some cut-backs.  
 \*\*\*\*\* Notwithstanding the species non-limitation, the Owner shall maintain an acceptable, and ARC approved, ground cover over the entire yard area not paved in an ARC approved manner.

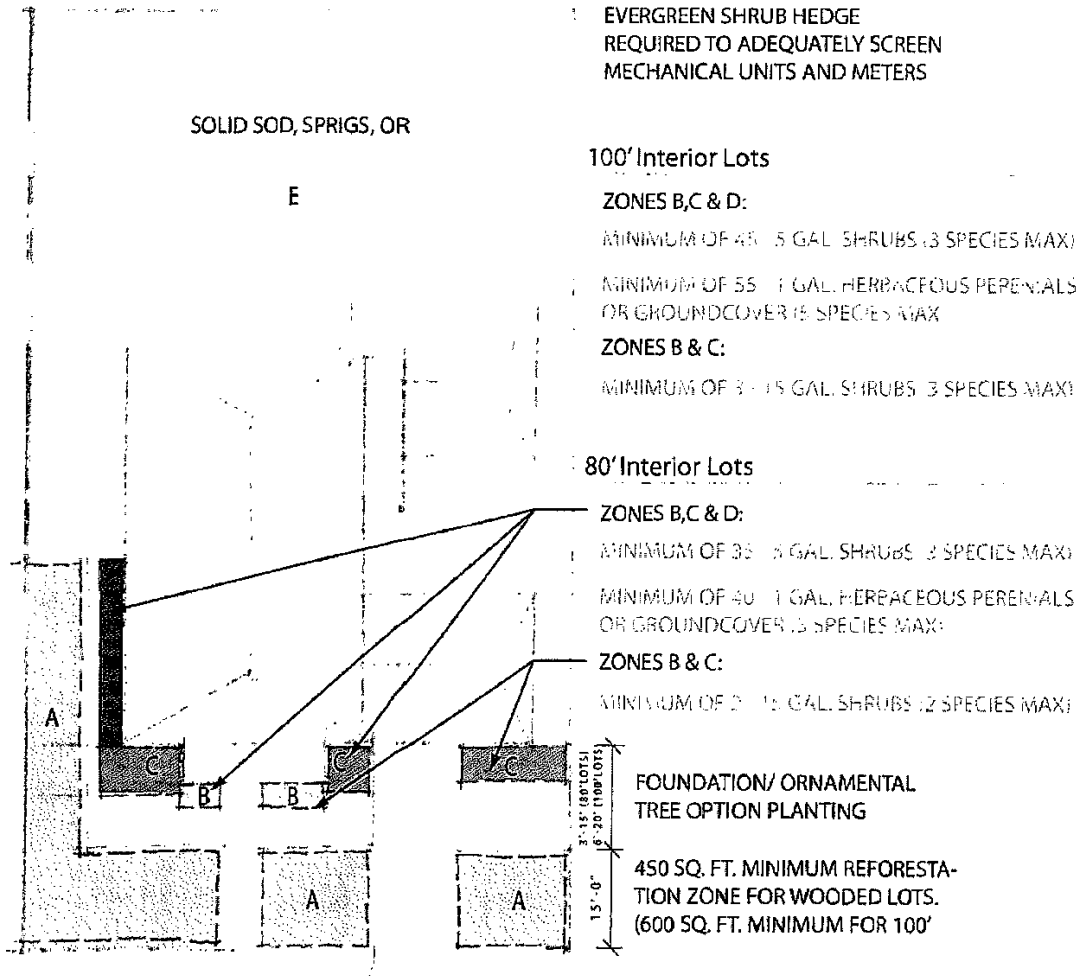
Exhibit "H-2"

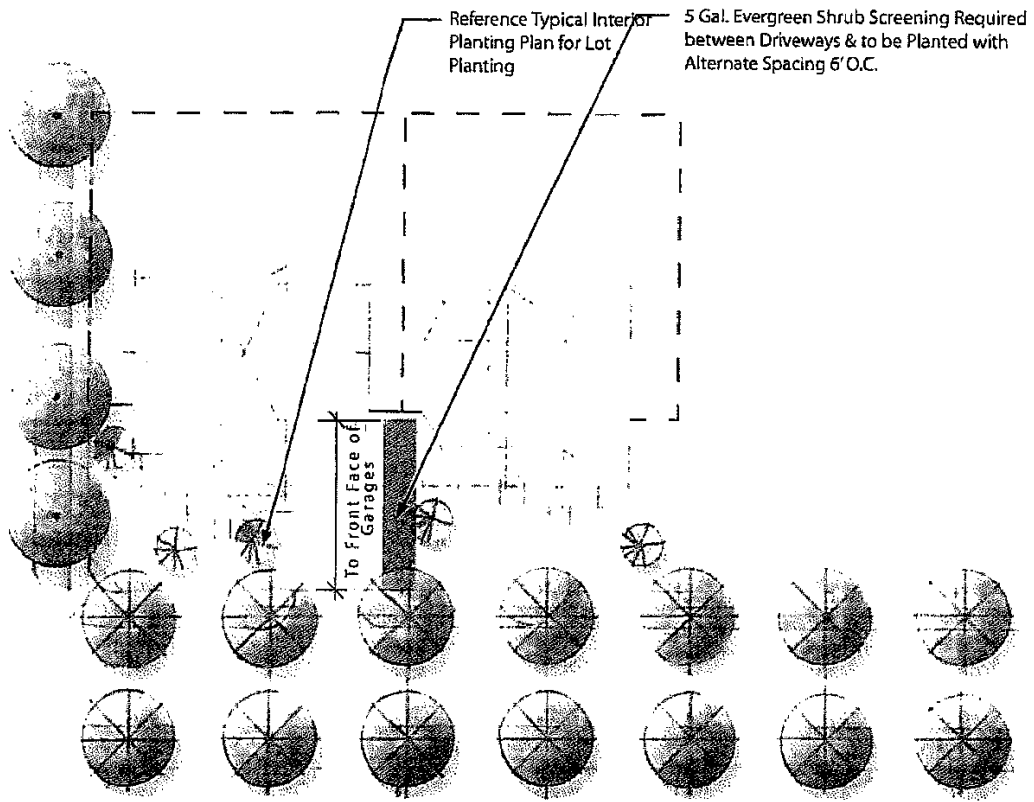


### Landscape Zones - interior Lots

- |                 |                 |
|-----------------|-----------------|
| <b>A</b> Type A | <b>D</b> Type D |
| <b>B</b> Type B | <b>E</b> Type E |
| <b>C</b> Type C |                 |

NTS





Driveway buffers 100' or 80' Lots



9/10/12/09

**FulShear Creek Crossing Landscape Guidelines**

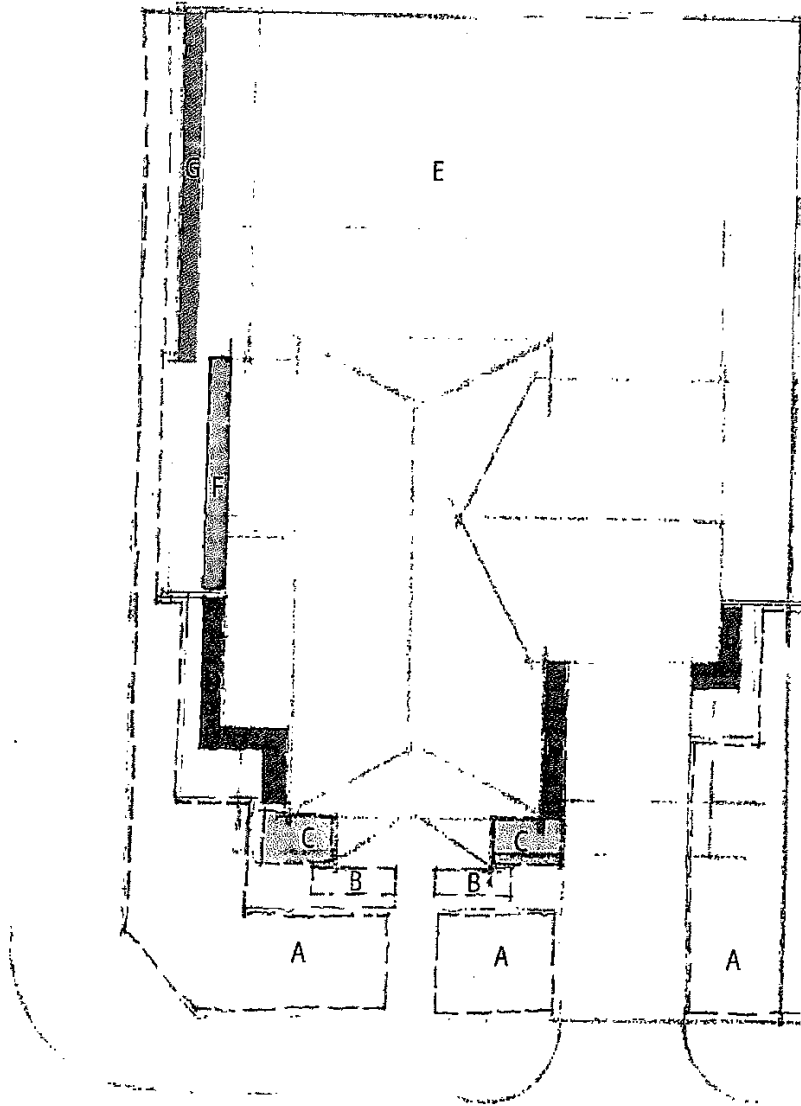
**Exhibit 1.1 Landscape Zones for Typical Corner Lot**

| Type                             | Minimum      |               | Maximum      |               | Manicured/Permitted Plant Material |                              | Evergreen shrubs             |                              | Trees   |                              | Turf                         |                              |
|----------------------------------|--------------|---------------|--------------|---------------|------------------------------------|------------------------------|------------------------------|------------------------------|---|------------------------------|------------------------------|------------------------------|
|                                  | Minimum      | Maximum       | Minimum      | Maximum       | % Minimum                          | % Maximum                    | % Minimum                    | % Maximum                    | % Minimum   | % Maximum                    | % Minimum                    | % Maximum                    |
| A Front yard                     | 80' wide lot | 100' wide lot | 80' wide lot | 100' wide lot | 0%                                 | 0%                           | 0%                           | 0%                           | 0%  | 0%                           | 100%                         | NA                           |
|                                  | To zone B-C  | To zone B-C   | To zone B-C  | To zone B-C   | NA                                 | NA                           | NA                           | NA                           | 0.1 Canopy or 2 feature per Village Free Village Tree Plan*** | NA                           | NA                           | NA                           |
| B Foundation front 1-story porch | To zone A    | To zone A     | 3'           | 3'            | 0%                                 | 15%                          | 10%                          | 70%                          | 98%   | NA                           | NA                           | 0%                           |
|                                  |              |               |              |               | Number of Species per area**       | Number of Species per area** | Number of Species per area** | Number of Species per area** | Number of Species per area**                                  | Number of Species per area** | Number of Species per area** | Number of Species per area** |
| C Foundation front facade        | 15'          | 20'           | 3'           | 3'            | 0%                                 | 15%                          | 10%                          | 70%                          | 98%   | NA                           | NA                           | 0%                           |
|                                  |              |               |              |               | Number of Species per area**       | Number of Species per area** | Number of Species per area** | Number of Species per area** | Number of Species per area**                                  | Number of Species per area** | Number of Species per area** | Number of Species per area** |
| D Foundation side before fence   | 5'           | 10'           | 3'           | 3'            | 0%                                 | 5%                           | 10%                          | 65%                          | 90%   | NA                           | NA                           | 0%                           |
|                                  |              |               |              |               | Number of Species per area**       | Number of Species per area** | Number of Species per area** | Number of Species per area** | Number of Species per area**                                  | Number of Species per area** | Number of Species per area** | Number of Species per area** |
| E Rear yard                      | M            | O             | A            | R             | R                                  | E                            | S                            | T                            | F   | I                            | C                            | T                            |
|                                  |              |               |              |               | Number of Species per area**       | Number of Species per area** | Number of Species per area** | Number of Species per area** | Number of Species per area**                                  | Number of Species per area** | Number of Species per area** | Number of Species per area** |
| F* Foundation side behind fence  | 5'           | 10'           | 3'           | 3'            | 0%                                 | 5%                           | 10%                          | 45%                          | 90%   | NA                           | NA                           | 0%                           |
|                                  |              |               |              |               | Number of Species per area**       | Number of Species per area** | Number of Species per area** | Number of Species per area** | Number of Species per area**                                  | Number of Species per area** | Number of Species per area** | Number of Species per area** |
| G* Side fence                    | 5'           | 5'            | 3'           | 3'            | 0%                                 | 0%                           | 0%                           | 100%                         | 100%  | NA                           | NA                           | 0%                           |
|                                  |              |               |              |               | Number of Species per area**       | Number of Species per area** | Number of Species per area** | Number of Species per area** | Number of Species per area**                                  | Number of Species per area** | Number of Species per area** | Number of Species per area** |

**Notes:**

- \* Applies to a street corner lot only
- \*\* Species to be selected from the FulShear Creek Crossing ARC approved plant list and as amended from time to time.
- \*\*\* An additional canopy and an additional feature tree may be added in center, edge and/or metal-decks lots
- \*\*\*\* Notwithstanding the species non-limitation, the Owner shall maintain an appropriate and ARC approved, ground cover over the entire yard area not paved in an ARC approved manner
- \*\*\*\*\* Plant material sizes and densities are shown on Exhibits H-2 and H-3 and H-4 and Tables 1 & 2

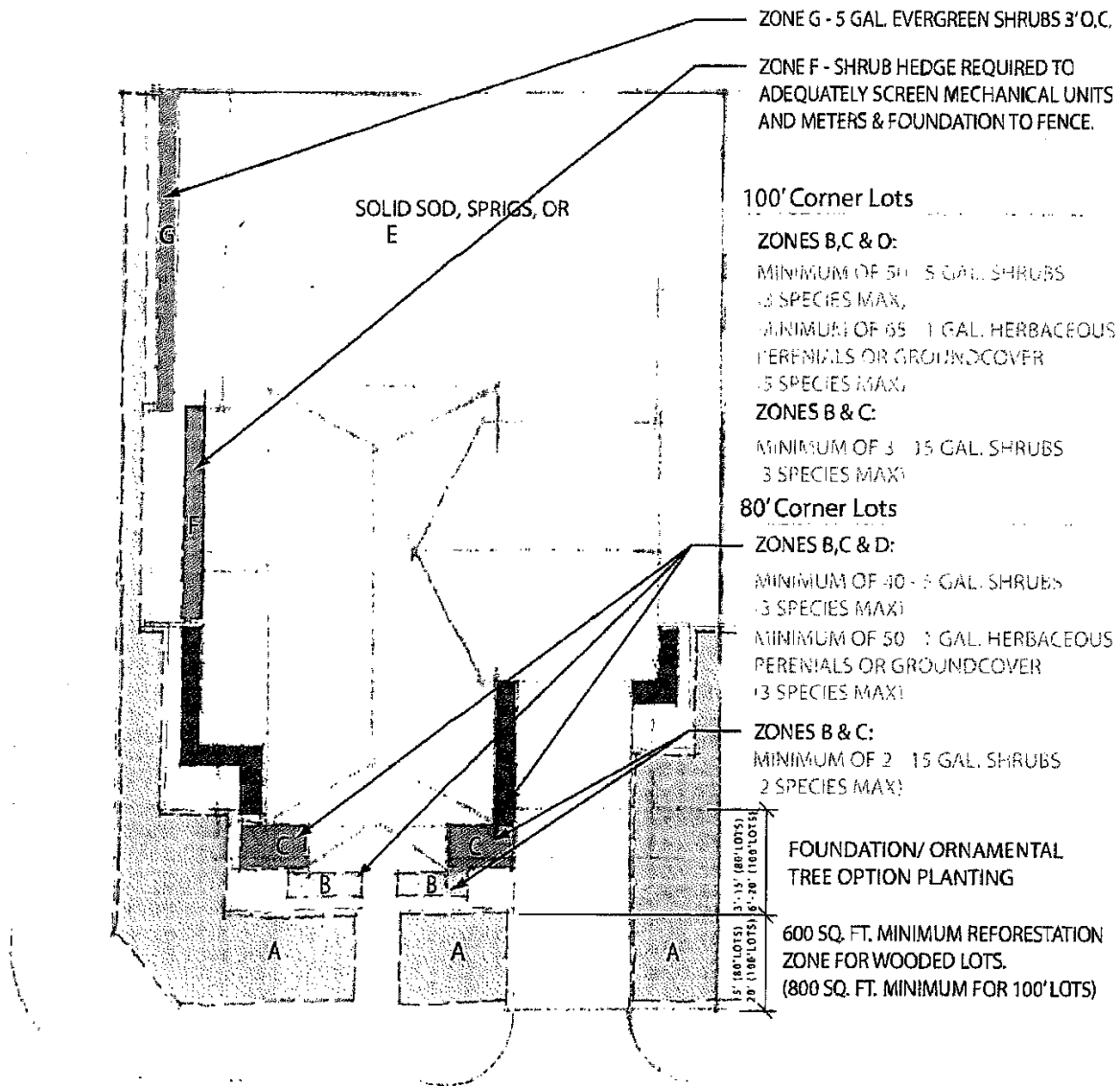
Exhibit "I-2"



Landscape Zones - Corner Lots

- |                 |                 |
|-----------------|-----------------|
| <b>A</b> Type A | <b>D</b> Type D |
| <b>B</b> Type B | <b>E</b> Type E |
| <b>C</b> Type C | <b>F</b> Type F |
|                 | <b>G</b> Type G |

VCS



Buildex: Minimum Landscape Planting-Corner Lots

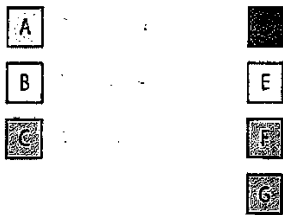
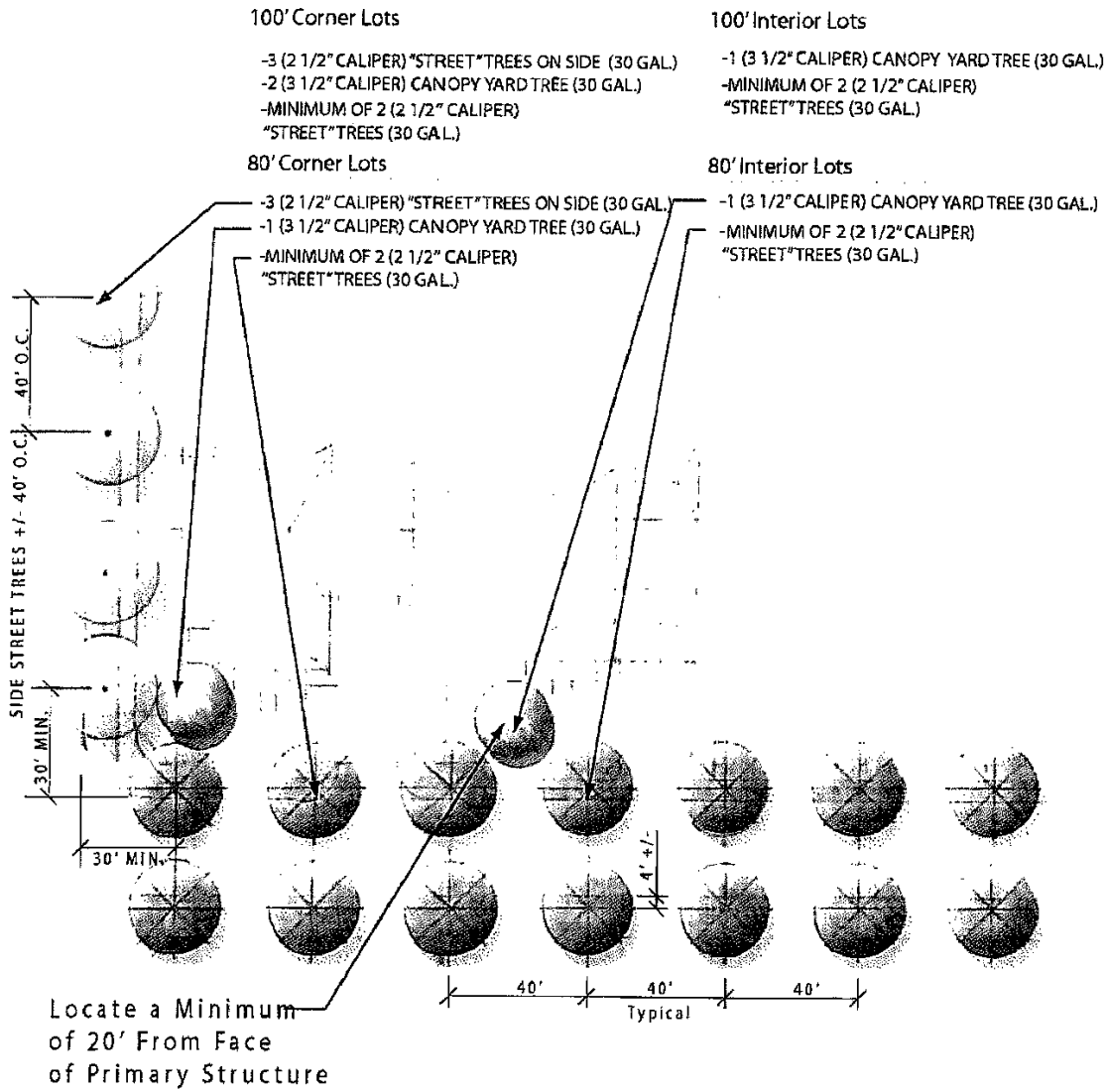


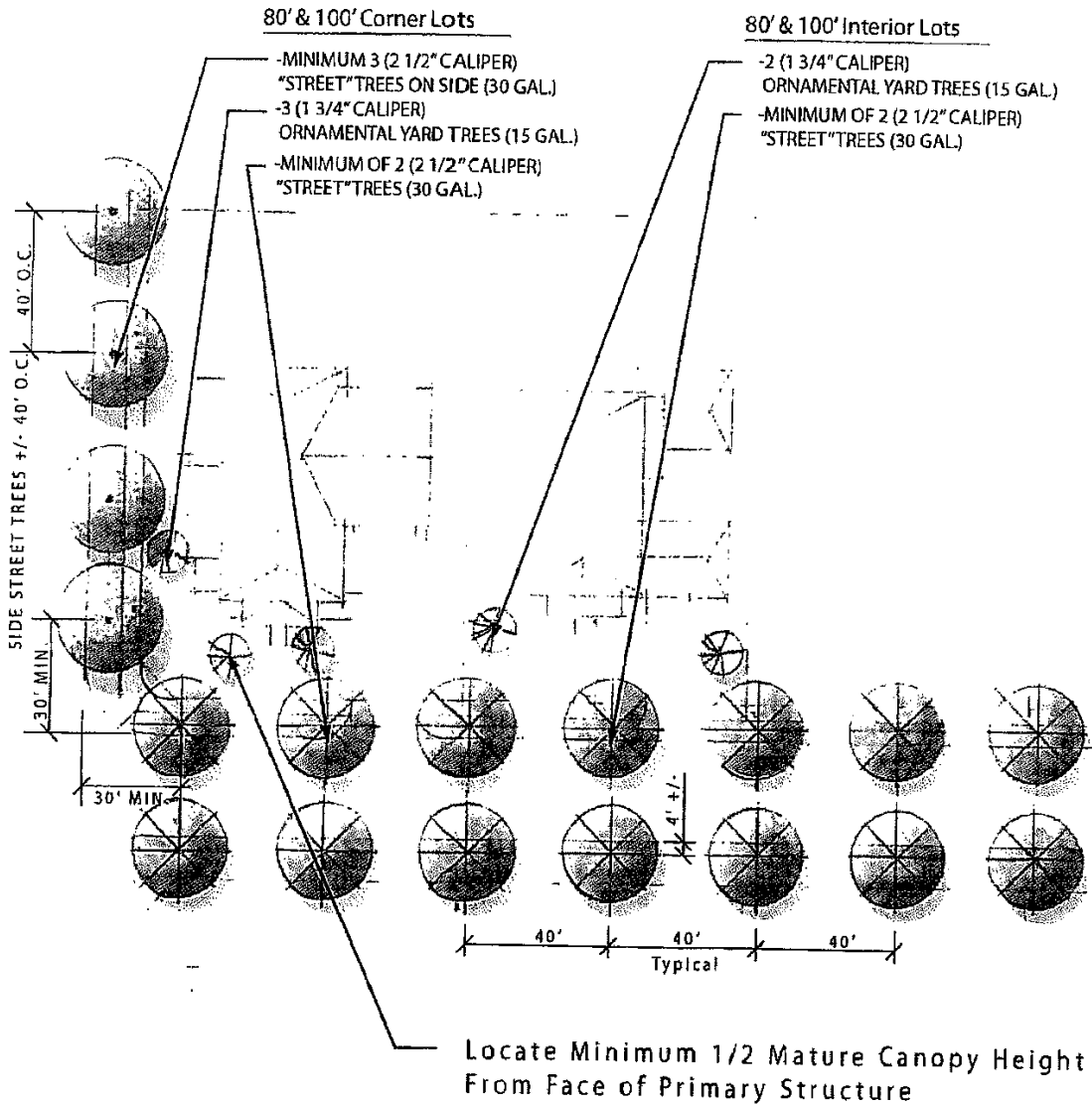


Exhibit "K"



Locate Tree Plan with "Canopy" Yard Tree

Exhibit "L"



Street Tree Plan with "Ornamental" Yard Tree

NTS

Exhibit "M".

Fulshear Creek Crossing Approved Plant Material List

| <u>Small Trees</u>                              |                       | Reforestation<br>Species |
|---|-----------------------|--------------------------|
| Bumelia calaistrina                             | Tropical Buckthorn    | Yes                      |
| Cercis canadensis                               | Redbud                | Yes                      |
| Chionanthus virginicus                          | Fringe Tree           |                          |
| Cornus florida                                  | Dogwood               |                          |
| Diospyros virginiana                            | Eastern Persimmon     |                          |
| Hamamelis Virginiana                            | Witch Hazel           |                          |
| Lagerstroemia indica                            | Crepe Myrtle          |                          |
| Malus Spp.                                      | Crabapple             |                          |
| Pistacia texana                                 | Texas Pistache        | Yes                      |
| Prunus mexicana                                 | Mexican Plum          |                          |
| Pyrus calleryana bradfordii                     | Bradford Pear         |                          |
| Sophora spp.                                    | Mountain Laurel       |                          |
| <b><u>Medium &amp; Large Trees</u></b>          |                       |                          |
| Acer Rubrum "Drummondii"                        | Swamp Maple           | Yes                      |
| Betula nigra                                    | River Birch           |                          |
| Carya illinoensis                               | Pecan                 |                          |
| Celtis laevigata                                | Southern Hackberry    | Yes                      |
| Fraxinus americana                              | White Ash             |                          |
| Fraxinus pennsylvanica                          | Green Ash             | Yes                      |
| Juglans nigra                                   | Black Walnut          |                          |
| Liquidambar styraciflua                         | Sweetgum              | Yes                      |
| Liriodendron tulipifera                         | Tulip Tree            |                          |
| Magnolia grandiflora                            | Southern Magnolia     |                          |
| Ostrya virginiana                               | American Hop Hornbeam |                          |
| Pinus taeda                                     | Loblolly Pine         |                          |
| Platanus mexicana                               | Mexican Sycamore      |                          |
| Platanus occidentalis                           | American Sycamore     |                          |
| Quercus glaucooides                             | Lacey Oak             |                          |
| Quercus michauxii                               | Swamp Chestnut Oak    |                          |
| Quercus macrocarpa                              | Bur Oak               | Yes                      |
| Quercus shumardii                               | Shumard Oak           |                          |
| Quercus texana                                  | Red Oak               |                          |
| Quercus texana nuttallii                        | Nuttall Oak           | Yes                      |
| Quercus virginiana                              | Live Oak              |                          |
| Sabal Texana (Mexicana)                         | Texas Sabal           |                          |
| Taxodium distichum                              | Bald Cypress          |                          |
| Ulmus crassifolia                               | Cedar Elm             | Yes                      |
| <b><u>Shrubs, Dwarf Shrubs &amp; Plants</u></b> |                       |                          |
| Azalea  | Azalea                |                          |
| Abelia grandiflora prostrata                    | Dwarf Abelia          |                          |
| Berberis thunbergii                             | Pigmy Barberry        |                          |

|                          |                    |
|--------------------------|--------------------|
| Gardenia radicans        | Dwarf Gardenia     |
| Hesperaloe parviflora    | Red Yucca          |
| Ilex Spp.                | Holly-Yaupon       |
| Lantana horrida          | Texas Lantana      |
| Nandina domestica nana   | Dwarf Nandina      |
| Poliomintha longifolia   | Mexican oregano    |
| Penstemon baccharifolius | Red Penstemon      |
| Pittosporum tobira       | Dwarf Pittosporum  |
| Rosemarinus officinalis  | Rosemary           |
| Selvia leucantha         | Mexican Brush Sage |

**Small Shrubs & Plants**

|                                  |                                  |     |
|----------------------------------|----------------------------------|-----|
| Abelia Spp.                      | Abelia                           |     |
| Anisacanthus wrightii            | Hummingbird Bush                 |     |
| Aucuba japonica                  | Aucuba                           |     |
| Buxus Spp.                       | Boxwood                          |     |
| Callicarpa americana             | American Beauty Berry            | Yes |
| Chaenomeles japonica             | Flowering Quince                 |     |
| Gardenia Spp.                    | Gardenia                         |     |
| Hydrangea macrophylla            | Hydrangea                        |     |
| Opuntia compressa                | Lowprickly pear cactus           |     |
| Melvaviscus drummondii           | Turk's Cap                       | Yes |
| Opuntia engelmannii texana       | Flaming prickly pear cactus      |     |
| Opuntia engelmannii linguiformis | Cow's tongue prickly pear cactus |     |
| Opuntia leptocarpa               | Mackenson prickly pear cactus    |     |
| Pavonia lasiopetala              | Rock Rose                        |     |
| Pistacia texana                  | Texas Pistachio                  | Yes |
| Raphiolepis indica               | Indian Hawthorne                 |     |
| Spiraea prunifolia               | Bridal Wreath Spirea             |     |
| Yucca pallida                    | Paleleaf Yucca                   |     |
| Yucca torreyi                    | Spanish Bayonet Yucca            |     |

**Medium Shrubs & Plants**

|                              |                     |     |
|------------------------------|---------------------|-----|
| Azalea indicum               | Indica Azalea       |     |
| Buddleia Spp.                | Butterfly Bush      |     |
| Camellia Spp.                | Camellia            |     |
| Elaeagnus fruitlandi         | Silverberry         |     |
| Feijoa sellowiana            | Pineapple Guava     |     |
| Hibiscus coccineus           | Texas Star Hibiscus | Yes |
| Hibiscus syriacus            | Althea              |     |
| Ilex Spp.                    | Holly-Yaupon        | Yes |
| Ilex decidua                 | Possumhaw           | Yes |
| Jasminum Spp.                | Jasmine             |     |
| Lagerstroemia indica "dwarf" | Dwarf Crepe Myrtle  |     |
| Leucophyllum frutescens      | Texas Sage          |     |
| Ligustrum texanum            | Wax Leaf Ligustrum  |     |
| Lonicera fragrantissima      | Winter Honeysuckle  |     |
| Melvaviscus drummondii       | Turk's Cap          | Yes |



|                                  |                                  |
|----------------------------------|----------------------------------|
| Opuntia engelmannii texana       | Flaming prickly pear cactus      |
| Opuntia engelmannii linguiformis | Cow's tongue prickly pear cactus |
| Opuntia leptocarpa               | Meckenson prickly pear cactus    |
| Photinia glabra                  | Red Tip Photinia                 |
| Pittosporum tobira               | Pittosporum                      |
| Spiraea spp.                     | Spirea                           |
| Hydrangea Quercifolia            | Oakleaf hydrangea                |
| Myrica Cerifera                  | Wax myrtle                       |

**Large Shrubs & Plants**

|                        |                       |
|------------------------|-----------------------|
| Cassia corymbosa       | Flowery Senna         |
| Eryobotrya japonica    | Loquat                |
| Forestiera acuminata   | Swamp Privet          |
| Ilex Spp.              | American Holly-Yaupou |
| Ilex decidua           | Possunihaw            |
| Lagerstroemia indica   | Crepe Myrtle          |
| Ligustrum lucidum      | Glossy Privet         |
| Photinia fraseri       | Fraser Photinia       |
| Photinia serrulata     | Chinese Photinia      |
| Podocarpus macrophylla | Yew Podocarpus        |
| Prunus caroliniana     | Cherry Laurel         |
| Punica granatum        | Pomegranate           |
| Rhamnus caroliniana    | Indian Cherry         |
| Rhus Spp.              | Sumac                 |
| Vitex agnus-castus     | Vitex                 |

**Plant Materials: Ground Covers, Vines**

**Vines**

|                             |                     |
|-----------------------------|---------------------|
| Antigonon leptopus          | Coralvine           |
| Bignonia capreolata         | Crossvine           |
| Campsis radicans            | Trumpet Creeper     |
| Gelsemium sempervirens      | Carolina Jessamine  |
| Ficus pumila                | Climing Fig         |
| Lonicera Spp.               | Honeysuckle         |
| Pathenocissus quinquefolia  | Virginia Creeper    |
| Polygonum aubertii          | Silverlace Vine     |
| Rosa banksiae               | Lady Banksia        |
| Trachelospermum asiaticum   | Asian Jasmine       |
| Trachelospermum jasminoides | Confederate Jasmine |
| Wisteria spp.               | Wisteria            |

**Groundcovers**

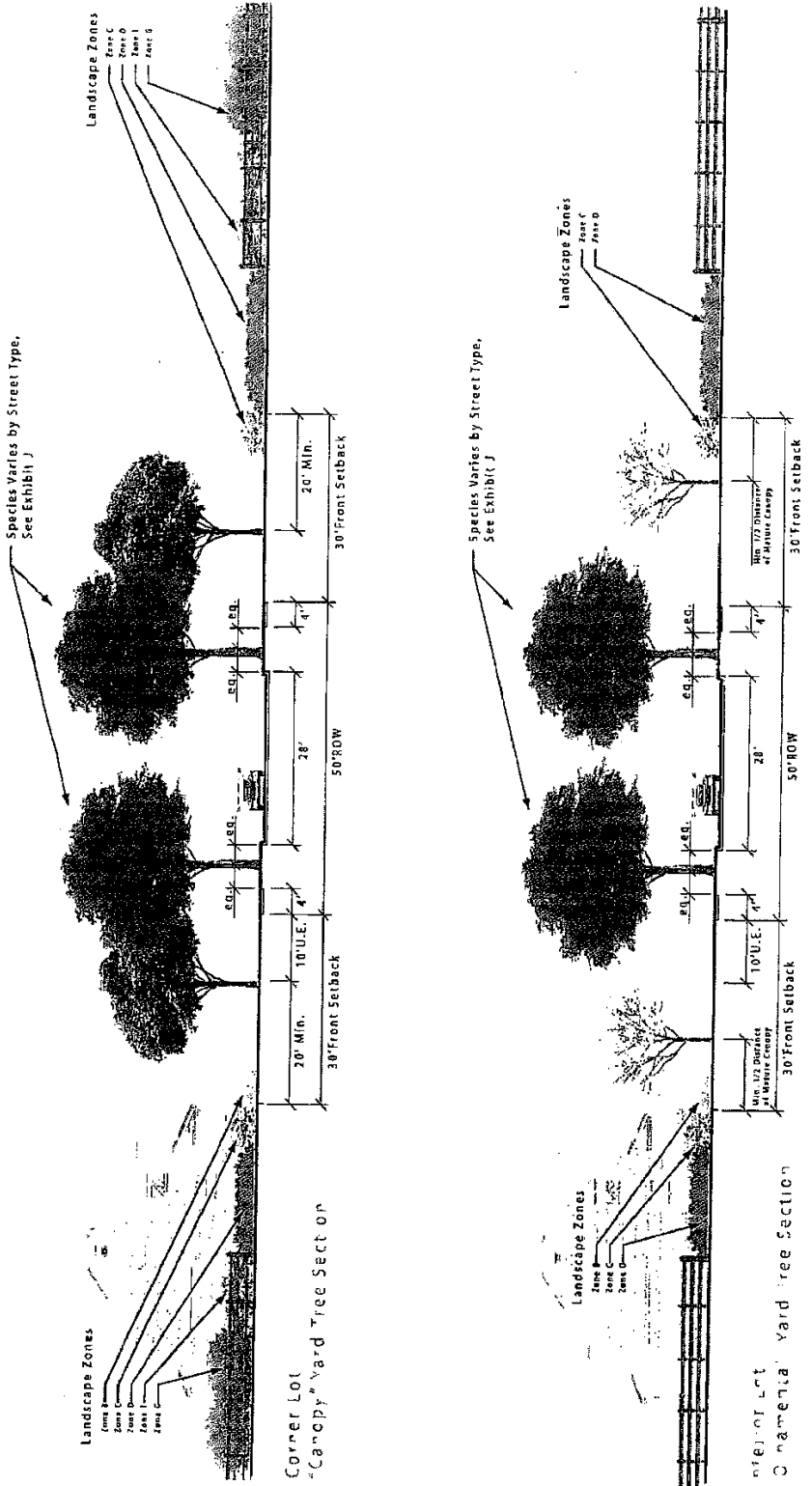
|                        |              |     |
|------------------------|--------------|-----|
| Ajuga reptans          | Carpet Bugle |     |
| Anthyrium filix-femina | Lady Fern    | Yes |
| Catharanthus roseus    | Periwinkle   |     |

|                                  |                                  |     |
|----------------------------------|----------------------------------|-----|
| Crinum americanum                | Crinum Lily                      |     |
| Liriope Spp.                     | Lily Turf                        |     |
| Lupinus texensis                 | Bluebonnet                       |     |
| Lantana camara                   | Lantana                          |     |
| Ophiopogon japonicum             | Monkey grass                     |     |
| Opuntia compressa                | Lowprickly pear cactus           |     |
| Opuntia engelmannii texana       | Flaming prickly pear cactus      |     |
| Opuntia engelmannii linguiformis | Cow's tongue prickly pear cactus |     |
| Opuntia leptocarpa               | Mackenson prickly pear cactus    |     |
| Osmunda cinnamomea               | Cinnamon Fern                    | Yes |
| Osmunda regalis                  | Royal Fern                       | Yes |
| Saururus cernuus                 | Lizardtail                       |     |
| Sedum Spp.                       | Sedum                            |     |
| Verbena peruviana                | Peruvian Verbena                 |     |
| Vinca minor and major            | Vinca                            |     |
| Woodwardia aereolata             | Chain Fern                       | Yes |

**Grasses Lawn and Ornamental**

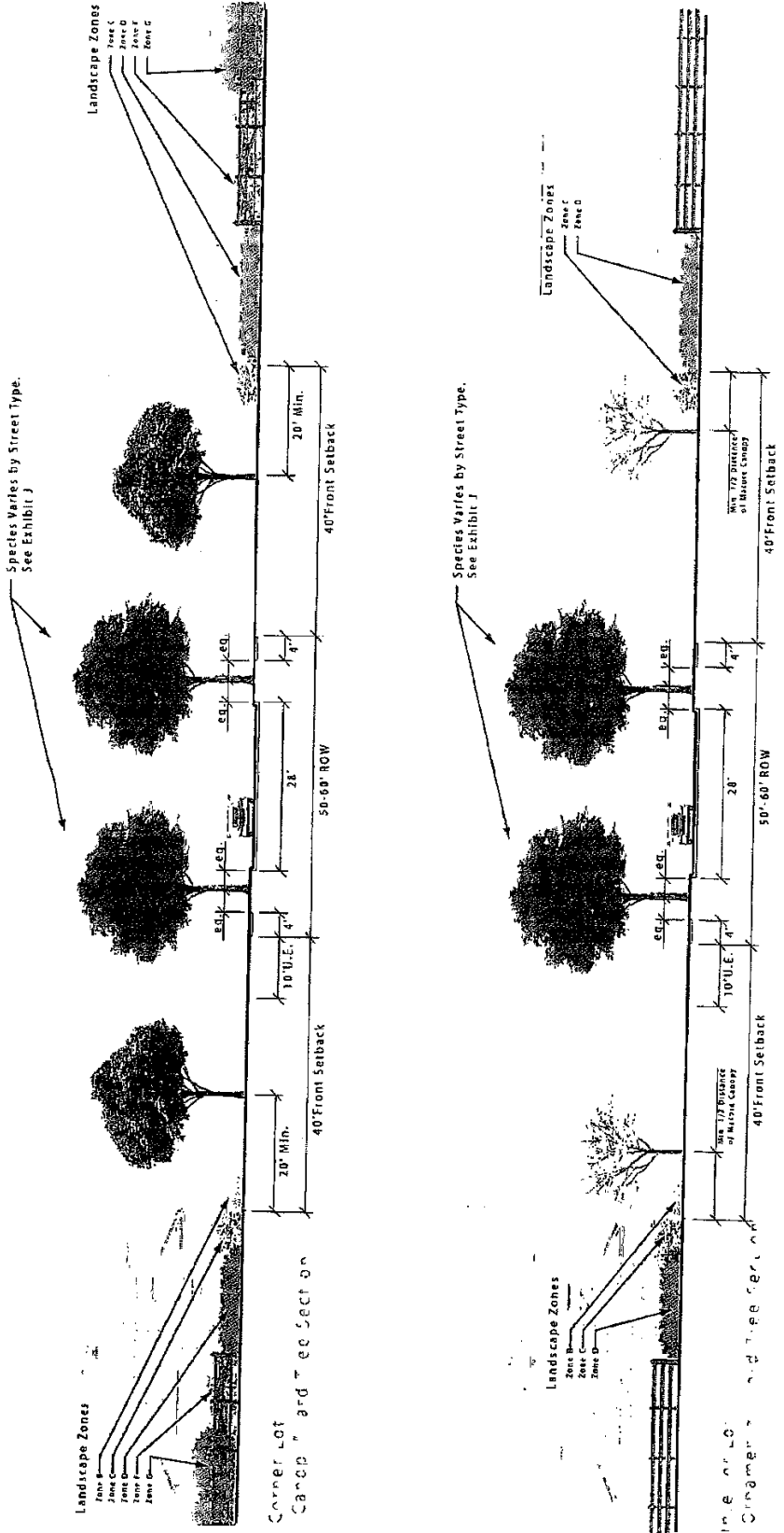
|                          |                       |     |
|--------------------------|-----------------------|-----|
| Cynodon dactylon         | Common Bermuda        |     |
| Buchloe dactyloides      | Buffalo Grass         |     |
| Bouteloua gracilis       | Blue Grama            | Yes |
| Bouteloua curtipendula   | Sidecats Grama        |     |
| Muhlenbergia capillaris  | Gulf Muhly            | Yes |
| Muhlenbergia lindheimeri | Lindheimer Muhly      | Yes |
| Schizachyrium scoparium  | Little Bluestem       |     |
| Stipa tenuissima         | Mexican Feather Grass | Yes |

Exhibit "N"



80' Lot Streetscape Sections

Exhibit "0"



100' Lot 34 eetscape Sections

2016050372  
ELECTRONICALLY RECORDED  
Official Public Records  
5/16/2016 1:36 PM



*Laura Richard*  
Laura Richard, County Clerk  
Fort Bend County Texas  
Pages: 3 Fee: \$ 19.00

AMENDMENT TO THE FULSHEAR CREEK CROSSING  
(D/B/A FULBROOK ON FULSHEAR CREEK)  
ARCHITECTURAL GUIDELINES RE: ACCESSORY STRUCTURES

STATE OF TEXAS §  
  §  
COUNTY OF FORT BEND §

This Amendment to the Fulshear Creek Crossing Architectural Guidelines Re: Accessory Structures (the "Amendment") is promulgated by the Fulshear Creek Crossing Architectural Review Committee (the "ARC") and adopted by the Fulshear Creek Crossing Homeowners Association, Inc. d/b/a Fulbrook on Fulshear Creek Association.

WHEREAS, the Fulshear Creek Crossing Architectural Guidelines are recorded under Clerk's File No. 2013152070 (the "Guidelines") in the Real Property Records of Fort Bend County, Texas; and

WHEREAS, the Declaration of Covenants, Conditions and Restrictions for Fulshear Creek Crossing is recorded under Clerk's File No 2008054643 (the "Declaration") in the Real Property Records of Fort Bend County, Texas; and

WHEREAS, the Declaration vests the ARC with the authority to promulgate rules, regulations and guidelines regarding the size, quality, location, and type of accessory structures.

NOW THEREFORE, pursuant to the authority contained in the Declaration, the ARC hereby amends the Guidelines as follows:

That portion of the Guidelines at Article II, entitled "Guidelines for the Lot and Accessory Structures", including Subsections A and B, are hereby supplemented and amended by adding the following new provisions:

1. Any structure on a lot other than the residence and its attached garage, shall be considered an Accessory Structure. The ARC shall have the sole discretion to determine if a proposed structure is an Accessory Structure, and such determination by the ARC is final.
2. Accessory Structure materials and paint color must be compatible and blend with the residence.
3. The size of an Accessory Structure must be limited by a percent of coverage allowed for a structure based on the lot size and minimum setbacks. By way of illustration and not limitation, an allowable structure on a 50' lot would be smaller than a structure on a 80' lot.

As an example, a 50 x 115' lot with 5,750 square foot could have a 12' x 12' Accessory Structure or 144sf which would be 2.5% of the lot. A 90' x 140' lot based on the same 2.5% cover could have a 315sf Accessory Structure.

4. Notwithstanding the above examples, the size of an Accessory Structure will be determined on a case-by-case basis in the sole discretion of the ARC, based upon whether an Accessory Structure backs up to an open space or green belt, lot size, existing trees, natural obstructions, lot configuration, or any other condition as may be determined by the ARC.
5. The height of an Accessory Structure is to be measured from the ground to the peak of the roof including any type of foundation it may sit on.
6. Roof height of an Accessory Structure may not exceed fifteen (15) feet when measured from the ground to the highest point of the Accessory Structure.
7. Roofing materials must be compatible with the roof of the residence on the lot.
8. All Accessory Structures must be located behind a fence or otherwise screened from public view and adjoining properties which location and screening must have the prior written approval of the ARC.
9. All Accessory Structures must be comply with the minimum setback lines set forth in Subsection A, Article II of the Guidelines, or a distance as may be determined by the ARC.
10. The color of an Accessory Structure must be neutral tones as approved by the ARC and must be compatible with the color of the residence on the lot.
11. Larger Accessory Structures may be allowed if the roof is an integral part of the main house roof, which approval shall be at the sole discretion of the ARC.
12. All Accessory Structures must respect platted building lines, and must be located in the rear or side yard.

The Guidelines are hereby further amended by adding the following new provision at Article II, Subsection B which shall be entitled "Basketball Goals and Sports Courts":

Basketball Goals and Sports Courts: Basketball goals must be located behind the front plane of the house. Only freestanding basketball goals are permitted and should be stored out of view when not in use. Mounting basketball goals on garage, house, or fence is prohibited. Sport courts, including, but not limited to, basketball courts, are prohibited. Light fixtures mounted for lighting basketball goals and surrounding area are prohibited.

In the event that there is a conflict between the provisions contained in this Amendment and the provisions contained in the Guidelines, the more restrictive provision will control.

CERTIFICATION

I hereby certify that, as Secretary of the Board of Directors of the Fulshear Creek Crossing Homeowners Association, Inc. d/b/a Fulbrook on Fulshear Creek Association, the foregoing Amendment to the Fulshear Creek Crossing Architectural Guidelines Re: Accessory Structures was promulgated by the Fulshear Creek Crossing Architectural Review Committee, and approved and adopted by the Board of Directors on the 11 day of MAY, 2016, at a meeting of the Board of Directors at which a quorum was present.

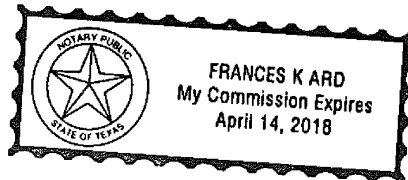
DATED, this the 11 day of May, 2016.

[Signature]  
Print Name: JACK EVANS  
Title: Secretary

THE STATE OF TEXAS §  
COUNTY OF FORT BEND §

BEFORE ME, the undersigned notary public, on this 11 day of MAY, 2016 personally appeared JACK EVANS, the Secretary of the Fulshear Creek Crossing Homeowners Association, Inc. d/b/a Fulbrook on Fulshear Creek Association, known to me to be the person whose name is subscribed to this instrument, and acknowledged to me that s/he executed the same for the purpose and in the capacity herein expressed.

[Signature]  
Notary Public - State of Texas



After Recording. Return To:  
Stephanie Quade  
Roberts Markel Weinberg Butler Hailey PC  
2800 Post Oak Blvd., 57<sup>th</sup> Floor  
Houston, TX 477056



SECTION 13 SUPPLEMENTAL GUIDELINES

fulbrook on fulshear creek



## FOREWORD

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Fulbrook on Fulshear Creek is a unique residential community in that it has been planned and developed to celebrate the integrity and simplicity of regional small-town values. These values, demonstrated through the thoughtful land planning and meticulous attention to details, have been married with the historical character of the old town of Fulshear.

This document is presented as a minimum set of development guidelines and standards for Fulbrook on Fulshear Creek Section Thirteen. The intended use is to provide an understanding of responsibilities of the Developer and the Builder, to develop a framework to illustrate and define design objectives and requirements to create a unified, harmonious setting for divergent lifestyles and tastes inherent in a planned development.

These guidelines are supplemental to The Declaration of Covenants, Conditions and Restrictions, and are to be used by the Architectural Review Committee (ARC) in review of plans submitted, as required by builders. Non-compliance with these guidelines is grounds for disapproval of plans. These guidelines are also for use as a standard for future compliance to maintain the integrity of the community.

In addition to these supplemental Guidelines, Builders should familiarize themselves with all information contained in the Master Residential Guidelines for Fulbrook on Fulshear Creek. These documents may be obtained from the ARC and should be reviewed thoroughly before submitting plans for approval.

Illustrative examples and descriptions are meant to insure an orderly, well maintained and attractive environment for the residents of Fulbrook on Fulshear Creek.

Fulbrook on Fulshear Creek is located in the city of Fulshear in Fort Bend County, Texas. Rules and regulations of these entities supersede the residential guidelines.

## SITE LAYOUT

---

### Interior Lots

Standard single-family interior lots have a 25' front building setback, and 5' building setbacks on each side. Detached rear garages have a 3' side setback at the front corner, a 5' side setback at the rear corner and a 7' rear setback. Interior lots backing on major streets have a 25' rear setback. Perimeter lots have a 14' utility easement. Encroachment with residential structures and garages is prohibited in utility easements.

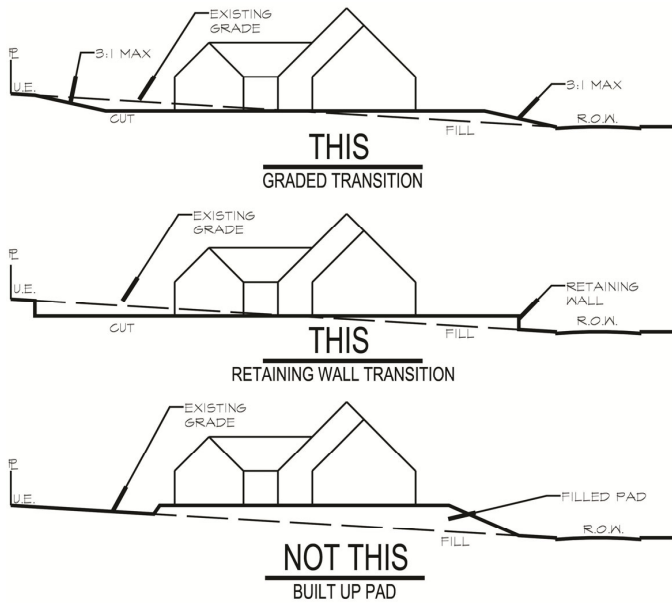
Enclosed parking for a minimum of two cars, vans or pickup trucks is required for every lot. Additional vehicles may be temporarily parked (24 hours) on paved surfaces but must be contained outside of public street right of way and must never block public sidewalks.

Boats, panel trucks, and oversized vehicles must be parked completely out of view. The Declaration of Covenants, Conditions and Restrictions further describe requirements.

Automatic garage openers are required.

## SITE LAYOUT

### Lot Grading



Lots are generally sloped from back to front. Lots may have grade change as much as eight to ten feet. Building pads are to run with slope of the lot. Filled pads are to be avoided. Manipulation of grade by cut and fill is preferred. Spot level home design is encouraged.

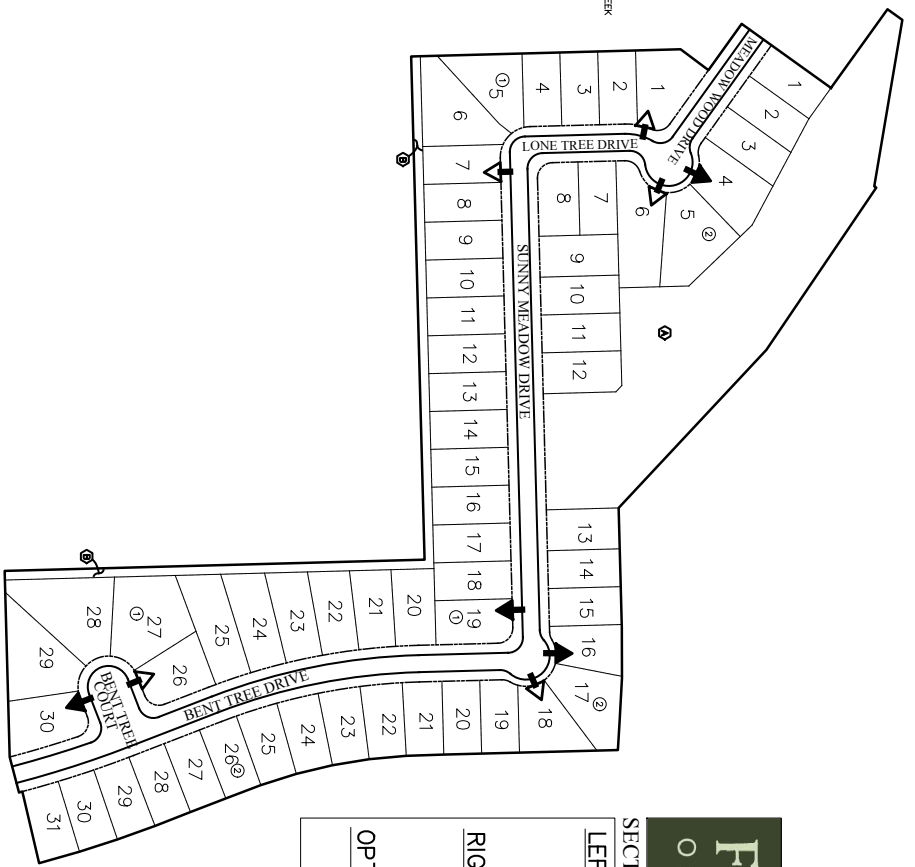
When required, retaining walls on graded slopes should be used to transition level building pads for residential construction. Retaining walls may be poured in place concrete or segmental block construction. Texture and color of segmented block walls are to be approved by the ARC. Timber construction of retaining walls is not permitted.

Where slope transition is by grading the maximum slope is not to exceed a 3:1 ratio.

Slopes greater than 12% are to be avoided for driveways.





FULBROOK ON FULSHEAR CREEK  
PLAN NO. 20150001  
DATE: 01/20/15

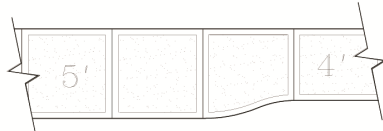


# FULBROOK

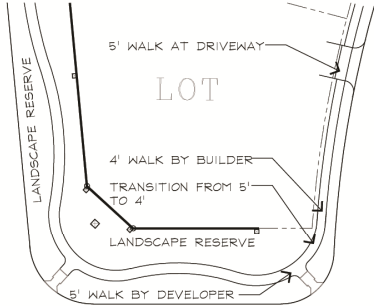
ON FULSHEAR CREEK

## SECTION 13 DRIVEWAYS

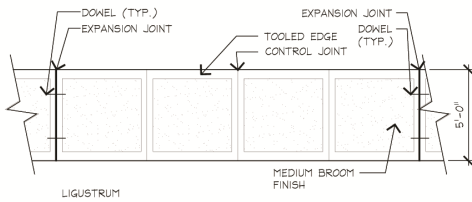
- LEFT** 
- BLOCK 1 – LOT 1, 7, 26
- BLOCK 2 – LOT 6, 18
- RIGHT** 
- BLOCK 1 – LOT 19, 30
- BLOCK 2 – LOT 4, 16
- OPTIONAL**
- ALL OTHERS



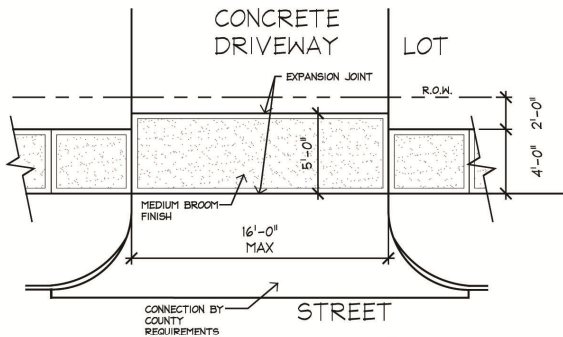
TRANSITION FROM 5' DEVELOPERS WALK TO 4' BUILDERS WALK (EXCEPT AT DRIVEWAY CROSSING)



STANDARD RESIDENTIAL 4' SIDEWALK LOCATION

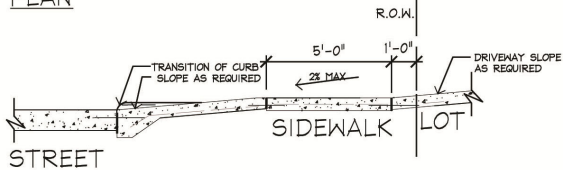


STANDARD SIDEWALK DETAIL



CONNECTION BY COUNTY REQUIREMENTS

PLAN



SECTION

SIDEWALK AT DRIVEWAY

## SITE LAYOUT

### Residential Driveway/Garage Placement for Section Eight –

The following is a list by lot and block number dictating location of residential driveways and garages. Locations of driveways and garages have been determined for reasons of aesthetics, vehicular circulation and safety.

The designation of left, right or optional is determined by viewing the lot from the street right-of-way facing the lot. Side lot loading is not permitted. A variance request, in writing, may be considered for certain lots having frontage on two sides if the garage is set back from the right-of-way, at least twenty feet (20').

Left Side: *Block 1— lot 1, 7, 26*  
*Block 2— lot 6, 18*

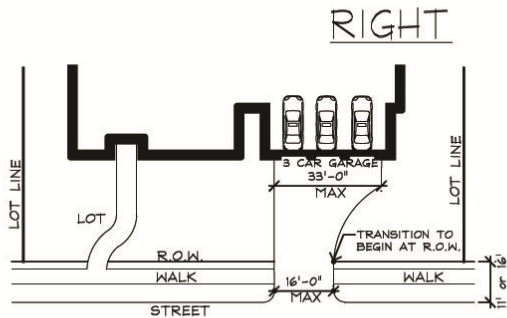
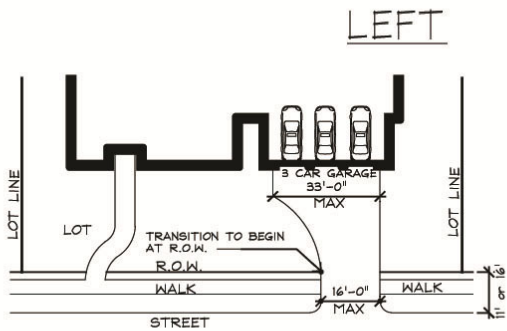
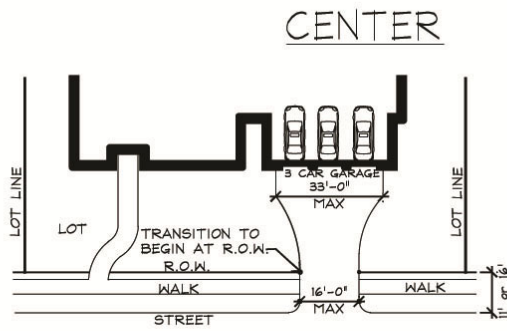
Right Side: *Block 1— lots 19, 30*  
*Block 2— lots 4, 16*

Optional: *All other lots in this section have optional garage placement*

**\*\*Side lot loading is not permitted in this section.**

### Sidewalks Crossing Driveway

Driveways may require slopes that are in excess of TAS/ADA requirements. Where sidewalks cross driveways in public street rights of way the sidewalk shall be a minimum 5' in width and have a cross pitch complying with TAS/ADA standards of not more than 2% (1/4' in one foot). The county precinct will require removal of driveway at builder's expense before they will accept streets. Driveway cuts and driveway placing, and reinforcing shall comply with Fort Bend county regulations.



THREE CAR GARAGE LAYOUT

**SITE LAYOUT**

Front loaded Three Car Driveway Requirements –

No residential driveway may exceed sixteen feet (16') in width at the intersecting public street and within the public street right-of-way. A transition to a maximum width of thirty-three (33') is allowed outside of the public street right of way. The right of way distance from the back of the street curb is eleven feet (11') in a fifty-foot (50') r.o.w. and sixteen feet (16') in a sixty-foot (60') r.o.w. before a transition can begin. The width of the driveway can not exceed the opening of the garage doors. For three car garages no additional paved aprons shall occur outside of the width of the garage.

FULBROOK ON FULSHEAR CREEK  
 PLAN NO. 2070031  
 1/2" = 1' 0" HORIZ.  
 1/8" = 1' 0" VERT.



SECTION 13 - FENCING

- 6' "Good Neighbor" Alternating Panel Fence by Builder
- - - 6' Perimeter Fence by Builder "Good" Side Out
- - - 4' Metal Fence by Builder
- - - 6' Perimeter Fence by Builder "Good" Side In



# SITE LAYOUT

## Fencing

### 6' PERIMETER FENCE BY BUILDER "GOOD" SIDE OUT

Lot 1 *Blk 1* - North side of property lines paralleling Meadow Wood Dr. ending at build line.

Lot 19 *Blk 1* - East side of property lines paralleling Bent Tree drive turning 90 degrees and ending at build line of Lot 20.

Lot 26 *Blk 1* - East side of property line beginning at build line paralleling Bent Tree drive turning 90 degrees and ending at build line of Lot 25.

Lot 30 *Blk 1* - East side of property line beginning at build line paralleling Bent Tree drive

Lot 8 *Blk 2* - On South side of property line paralleling Sunny Meadow Dr. ending at build line.

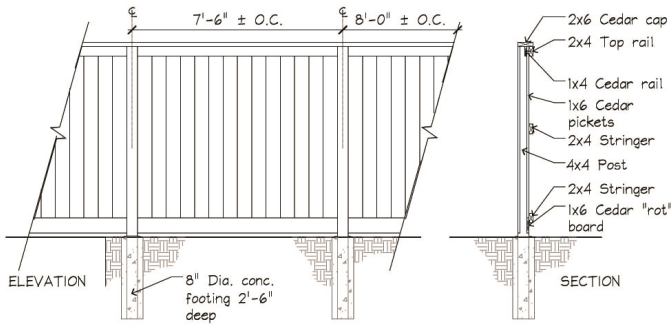
Lot 12 *Blk 2* - On East side of property line beginning at 20' metal fence adjacent to Landscape Reserve 'A' ending at build line.

Lot 13 *Blk 2* - On the West side of property lines adjacent to Landscape Reserve 'A' ending at build line.

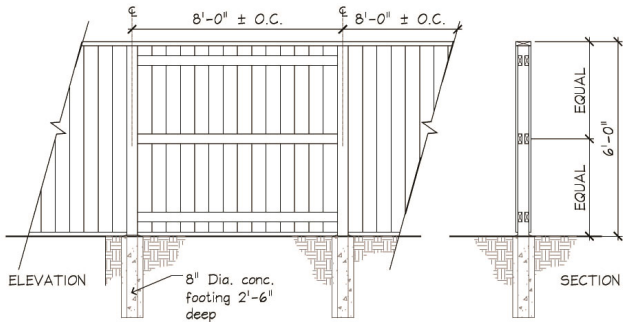
### 4' METAL BY BUILDER

Lot 1-6, 10-12 *Blk 1* - North, and Northeast rear property lines, Metal fence to go up 20' of shared fence towards residence

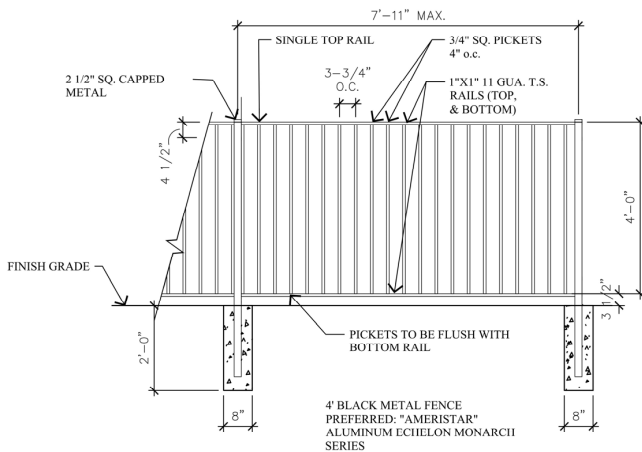
Lot 29-31 *Blk 2* - East rear property lines, Metal fence to go up 20' of shared fence towards residence



6' GOOD SIDE OUT FENCE

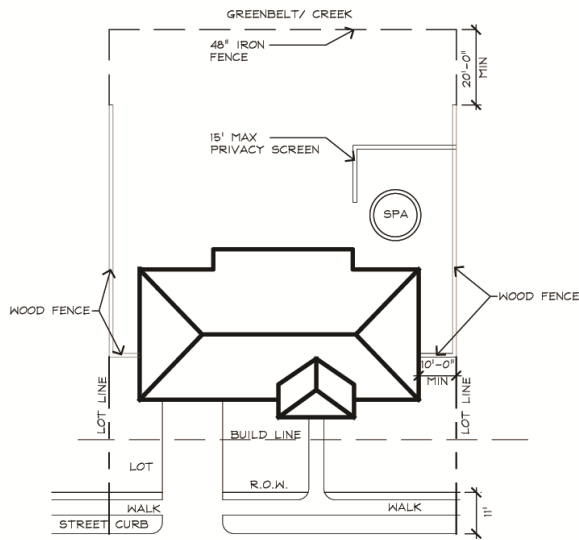


6' ALTERNATING "GOOD NEIGHBOR" FENCE



4' METAL BY BUILDER





6' ALTERNATING "GOOD NEIGHBOR" FENCE BY BUILDER

All other interior, rear and side fencing shall be the responsibility of the builder. Wood fences on interior lots shall be constructed using alternating panels as illustrated.

Side lot alternate panel "good neighbor" fencing on interior lots shall extend from the rear property line to a maximum distance of 10' behind the front of the residence. Fences running parallel to the front face of the residence must have a cap and be of the same design as the perimeter fence shown in the Master Design Guidelines for Fulbrook on Fulshear Creek

Privacy Fencing may be accomplished as illustrated

## LANDSCAPE

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### general responsibilities

#### District Property

Any property located outside of a homeowner's property line, and owned by the District, should not be cleared, landscaped, or otherwise improved or utilized for any such use without specific authorization from the District. One of the most important functions of the District is to provide drainage facilities and services within its boundaries. As such, it is important that the drainage channel, known as Fulshear Creek, and the area adjacent to Fulshear Creek remain free of debris or improvements of any kind (for example, gardens, benches, sheds, etc.) in order to provide appropriate and necessary drainage to the subdivision. Residents are encouraged to contact the District to report any illegal dumping, including dumping of construction debris, or any unauthorized use of property located behind residential lots along Fulshear Creek. Additionally, in order to prevent erosion the the area behind residential lots along Fulshear Creek, clearing along property adjacent to Fulshear Creek is prohibited.

Additionally, trees located on District property, including trees along Fulshear Creek, are owned and maintained by the District. However, any tree limbs or branches hanging over a resident's fence, or otherwise encroaching on a resident's property, may be trimmed or removed by the resident up to point of such resident's property line or fence. The District encourages residents to contact the District with any concerns about trees on District property that appear to be dead or diseased, or otherwise display characteristics that present a possible danger of falling on its own or is exposed to naturally occurring external force. The District had implemented procedures to address any such issues in a timely manner.

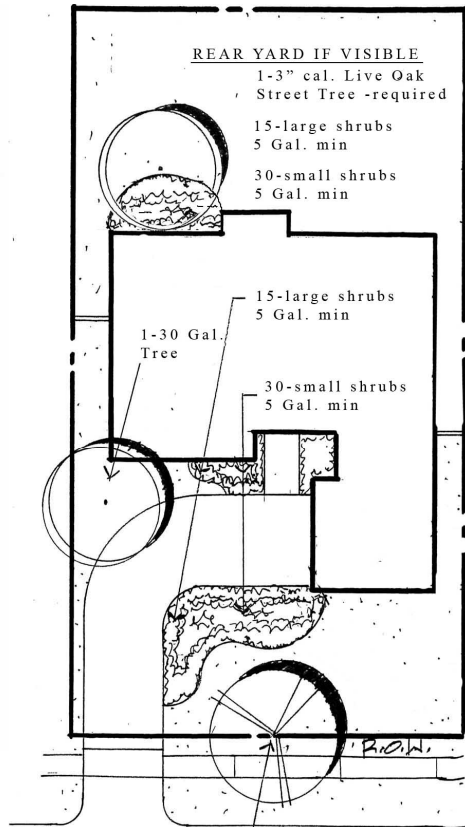
The District will provide maintenance of the area a minimum of five feet (5') inside the District property on a quarterly basis. The area begins at the rear lot line and will be maintained by mowing and/or weed eating up to the fence line of adjoining lots.

#### Developer

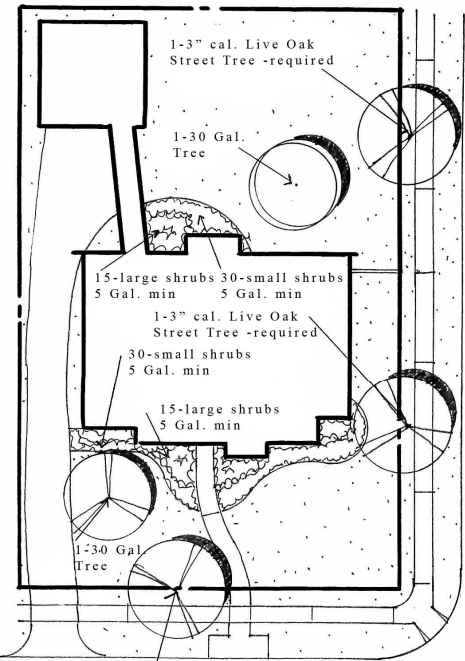
The developer is to landscape common open spaces, major street esplanades and rights of way, project entry features and entries into individual sections. The maintenance of these areas will be by the Fulbrook on Fulshear Creek Home Owners Association. The Community Association will also review all plans for conformance to the landscape guidelines through the ARC.

#### Builder/Owner

The builder/owner is responsible for landscaping all areas on his property (lot) and the portion of the street right of way between the property line and the street curb is also to be landscaped and maintained by the builder/owner. Front lawn irrigation systems are required. The owner of the property is to adhere to these guidelines upon and after initial installation.



**INTERIOR LOT** 1-3" cal. Live Oak Street Tree -required



**CORNER LOT**

## LANDSCAPE

Minimum Residential Landscaping Requirements  
Lots 60' - 65' Wide

### STREET TREES

All lots regardless of size are required to have a minimum of one 3" caliper Live Oak street tree. Street Trees are to be planted on the lot/R.O.W. line between the sidewalk and the residence. Street trees should be placed as near as possible to the center of the lot, along the right-of-way line.

### CORNER LOT STREET TREES

On addition to above requirements Side yards on public streets require the planting of a minimum of two 3" caliper Live Oak trees approximately 50' on center within the public right of way between the sidewalk and back of street curb.

### ADDITIONAL TREES

Lots in this section are required to have a minimum of one additional -30 gal. tree planted in the front and a minimum of one -30 gal. tree planted in the rear. Because of soil types in Fulbrook on Fulshear Creek Subdivision Pine Trees are discouraged.

### SHRUBS

Planting beds are to be curvilinear with the shrubs massed in tiers-smaller border plants, groundcover and shrubs to the front and larger shrubs to the back of the bed. Grouping of shrubs of same species provide a substantial look. A single row of foundation planting is not acceptable. Radius beds with a 10' minimum from building and various widths. Mulch all beds with two inches (2") of shredded bark mulch.

No gravel or rock of any size or color is permitted for use or substitution for shrubs, ground cover, mulch, or grass lawns. Specimen boulders and stone borders are permitted.

### PLANT SELECTION

Plants used as minimum requirements shall be selected from the approved plant list.

## LANDSCAPE

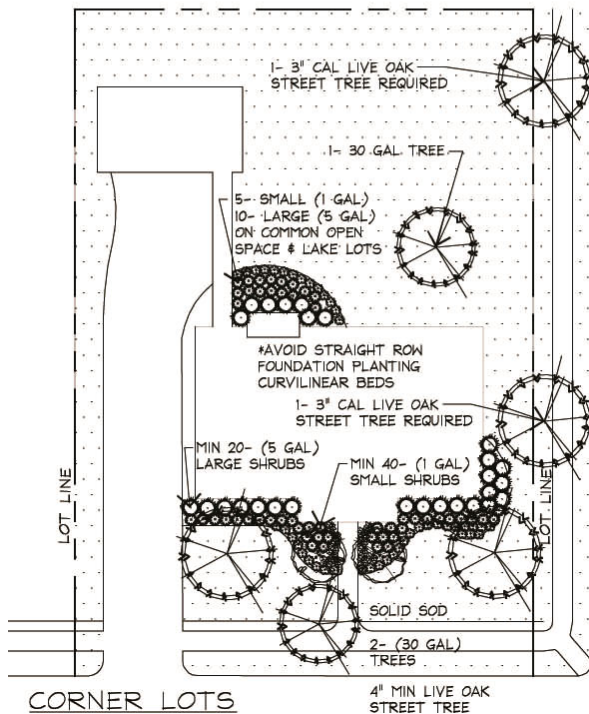
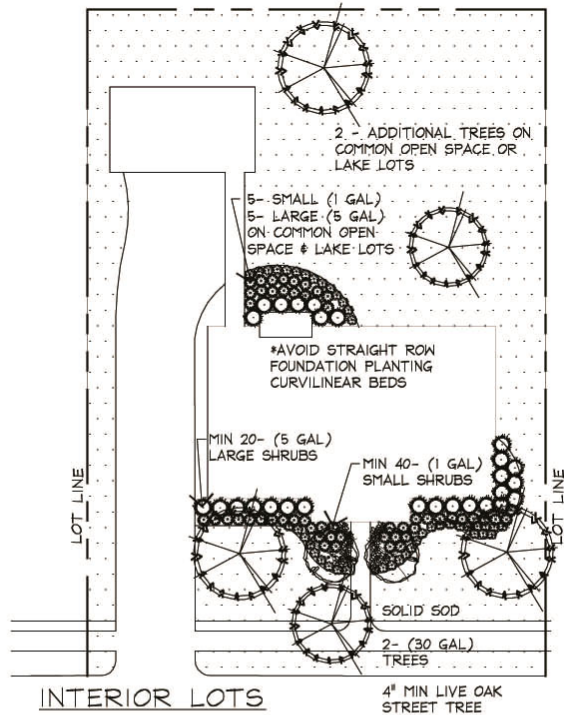
Minimum Residential Landscaping Requirements  
Lots 60' - 65' Wide

### FRONT YARDS

A minimum fifteen (15) large shrubs (5 gallon) and thirty (30) small shrubs (1 gallon) are required for front yards.

### REAR YARDS

A minimum fifteen (15) large shrubs (5 gallon) and thirty (30) small shrubs (1 gallon) are required for rear yards exposed to public view.



## LANDSCAPE

### Minimum Residential Landscaping Requirements Lots 80' wide & over

#### Trees

One machine dug or one forty-five gallon (45 Gal.) live oak street tree (*Quercus virginiana*) is required to be planted on property line/right of way line behind public sidewalk. Corner lots required two street trees and may be planted between the sidewalk and curb.

An Additional two trees of the same species or trees from the approved plant list are required to be planted in front yards of at least thirty-gallon (30 Gal.)

Where there are fewer than two existing trees in rear yards open to public view, two additional thirty-gallon (30 Gal.) trees are required.

The required trees must be a minimum of four inches (4") in caliper. Because of local soil types pine trees are discouraged!

#### Shrubs

Lots eighty feet (80') wide and over require the planting of a minimum of sixty (60) small one (1) gallon shrubs and thirty (30) large five (5) gallon shrubs. Common open space lots are to have an additional 30 small shrubs and 15 large shrubs in the rear yard when it is open to public view.

Planting beds are to be curvilinear with the shrubs massed in tiers – (smaller shrubs in the front of the bed larger shrubs to the back). Groupings of shrubs of the same species provide a substantial look. A single row of foundation planting is not acceptable. Radius beds of a ten-foot (10') minimum from building and vary widths of beds. (Mulch all planting beds with 2" shredded bark.) Mulch to be black or brown no red mulch is permitted.

No gravel or rock of any size or color is permitted for use or substitution for shrubs, ground cover, mulch, or grass lawns. Specimen boulders and stone borders are permitted. All grass visible from the street is to be Hybrid Bermuda Grass (solid sod).

## LANDSCAPE

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### PLANT SELECTION

Plants used as minimum requirements shall be selected from the approved plant list.

### ***PREFERRED SPECIMEN TREES***

Live Oak  
Water Oak  
White Oak  
Red Oak  
Willow Oak  
Shumard Oak  
Post Oak  
Sweetgum  
Bald Cypress  
River Birch  
Southern Magnolia  
Bradford Pear  
Pecan  
Golden Raintree  
Evergreen Chinese Elm  
Cedar Elm  
Short Leaf Pine  
Long Leaf Pine  
Southern Sugar Maple

### ***PREFERRED SMALL TREES***

Flowering Dogwood  
Eastern Red Bud  
Crapemyrtle  
Red Haw Viburnum  
Black Haw Viburnum  
Fringe Tree  
Yaupon  
Wax Myrtle  
Vitex  
American Holly  
Dahoon Holly  
Ligustrum  
Sassafras  
European Olive  
Loquat  
Saucer Magnolia  
Parsley Hawthorn  
Orchid Tree  
Mexican Buckeye

## LANDSCAPE

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### Preferred Plant List Cont.

Basswood  
Mexican Plum  
Possumhaw Holly

### ***PREFERRED SHRUBS***

“Snow White” Indian Hawthorn  
“Spring Time” Indian Hawthorn  
“Enchantress” Indian Hawthorn  
Dwarf Yaupon  
Wheeler’s Dwarf Pittosporum  
Variegated Pittosporum  
Nandina  
Frazer’s Photinia  
Ligustrum  
Banana Shrub  
Japanese Yew  
Laurel-Leaf Coccoloba  
Oleander  
Gardenia  
Japanese Viburnum  
Xylocarpus  
Japanese Cleyera  
Andromeda Creeping Juniper  
Sea Green Juniper  
Dwarf Chinese Holly  
Juniper Varieties

Sago Palm  
Indica Azalea  
Camelia  
Bridal Wreath  
Pyracantha  
Flowering Quince  
Karume Azalea

### ***GROUNDCOVER, VINES AND SPECIALITY PLANTS***

Ajuga Carpet Bugle  
Japanese Star Jasmine  
English Ivy  
Algerian Ivy  
Fig Ivy  
Fatsia  
Fatshedera  
Louisiana Iris



## LANDSCAPE

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### Preferred Plant List Cont.

Holly Fern  
Sprengeri Fern  
Sword Fern  
Day Lily  
Mary Perkins Climbing Rose  
Trumpet creeper  
Carolina Jessamine  
Monkey Grass  
Chinese Star Jasmine  
Wood Fern  
Coral Honeysuckle  
Purpleleaf Honeysuckle  
Wisteria  
Evergreen Wisteria  
Banks Rose  
Wedelia

### ***TURF GRASS***

All yards in public view shall be grassed with Hybrid Bermuda Grass (Solid Sod).

### ***ANNUAL & PERENNIAL FLOWERS***

The planting of seasonal color is highly encouraged for personal enjoyment and enhancing property. A list is not provided because of the numerous choices and seasonal availability.

Colorful and fragrant flowering plants are attractive to humming birds and butterflies. The owner is encouraged to experiment with a varied palette of plants. Massing of flowering plants can be more spectacular, than scattering color throughout planting beds. Color can best be utilized at the main entrance of the residence and to call attention to architectural features.

## SIGNAGE

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### Yard art

No more than two (2) signs are to be exhibited in any yard at one time. Signage is inclusive of, but not limited to the following: school spirit signs, yard art/ plaques, holiday recognition (with the exception of December holidays), home repair endorsements, public office elections, or political statements.

School spirit signs are to be located within close proximity to house façade, in planting bed. Exceptions to location and quantity must be approved by the ARC.

Signage and yard art must be tastefully located within planting beds. Freestanding yard art is prohibited. Signage and yard art must also reflect architecture of house and adjacent planting materials.

# ARCHITECTURE

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## Exterior Elevations

There shall be at least three (3) lots between any lots with the same elevation. Lots across the street from one another and around street corners will be treated as adjacent for purposes of determining the location of floor plans and elevations. In addition, lots with adjoining rear lot lines may not have the same elevations.

# ARCHITECTURE

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## Exterior Lighting

The philosophy of exterior lighting, where used, is to minimize the impact to neighbors. Exterior residential lighting should convey a warm, inviting atmosphere. Care is to be taken in placement and selection of fixtures and types of light sources and encourage compliance with "Dark Skies" concepts.

All exterior lighting is to conform to Orders for Regulation of Outdoor Lighting in the Unincorporated Areas of Fort Bend County Texas. The subdivision is in Outdoor Lighting zone 3. Builders and Homeowners shall follow the requirements. Of particular note are items under Article IV (4.2) Shielding and Aiming Requirements. Attention is called to "C" and "F" excerpted from the Ordinance included here within.

C) Architectural and landscape illumination: Luminaries must be shielded to illuminate only the intended target, which if not possible, then the lighting is restricted to illuminating the intended target such that no stray light passes above the horizontal plane. All architectural and landscape illumination, excluding those used in a residential home, shall be turned off or reduced to minimum security levels between 11:00 pm local time to sunrise by the use of automatic timing equipment.

F) Spotlights and floodlights elevated above the ground on poles or building and used for area lighting must be adjusted so that their axis of illumination is at an angle not greater than 20 degrees measured from the vertical line between the fixture and the ground. This does not apply to outdoor recreational facilities addressed in Subsection 6.8 (Reference Section 10, Exhibits 1 and 2.)

This Ordinance can be located at [www.fortbendcountygov.com](http://www.fortbendcountygov.com)

Exterior Lighting Plans shall be submitted with the Exterior Elevations Plans to the ARC for the Final Plan Approval. Final Plan Approval of the Exterior Elevations Plan may be withheld until the Lighting

## ARCHITECTURE

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### Exterior Lighting

Plan has been approved by the ARC. Specific design and manufacturer models for the Lighting Fixture Types should be submitted to the ARC for approval.

Restrained exterior illuminations of architectural features such as columns, entries and landscaping are permitted. The Builder and/or Homeowner are to install and maintain lighting on individual lots in a manner to not cause distraction, nuisance or to be unsightly. Lighting should not conflict with the sight lines of pedestrians and motorists. Light Sources should not *spill over* into neighboring yards or produce glare to adjoining landowners or public right-of-ways. Porch sconce lighting to be of high quality low intensity light output complementing the style of the residence. Natural gas lighting is acceptable.

Ground landscape lighting or decorative fixtures should be of high quality materials and workmanship and be in scale and style with the residence. All lighting sources should be approved by the ACR.

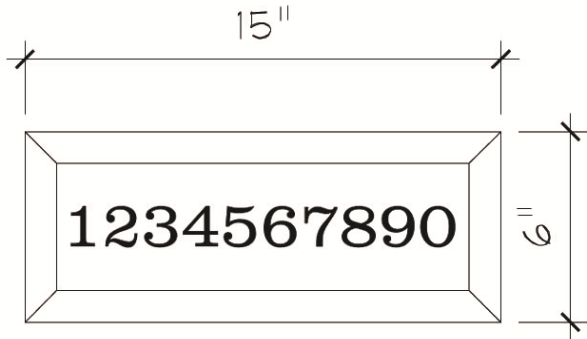
Pole lighting to be a maximum of **10'** in height, the bulb must be shielded, and set a minimum of **10'** off and inside the property line. Pole lighting is not permitted in the front yard of residence. Attention is called to "F" excerpted from the Ordinance included on previous page.

Colored lenses, low pressure sodium, high pressure sodium and neon lighting, mercury vapor security lights, and blue (lighting to be in warm Kelvin range) LED solar path lights are expressly prohibited, when visible from outside of property boundaries. Landscape LED flood, spot, step, and path lighting to be in warm Kelvin range similar to incandescent lighting.

The responsibility to prevent and/or correct any distraction, glare, nuisance, safety, spill over, and unsightliness caused by installed lights shall remain with the Builder and/or Homeowner.

## ARCHITECTURE

### Address identification



All residential addresses are to be identified with numerals as part of an integral sign plaque of cast stone, brass or bronze. All homes are to have uniform letter sizes and styles. The use of address plaques is encouraged for all residences. Builders must submit the design for their address plaque to the ARC for approval. Once approved, that design will become the uniform style for all their homes.

Recommended plaque size is to be approximately fifteen inches (15") horizontal and six inches (6") vertical.

Plaque is to be pin or stud mounted to the wall of the residence.

Plaque background is to be dark brown matte finish with raised smooth bronze color border and letters, if metal. Cast stone plaque shall have recessed, painted numbers.

Address plaque is to be installed by homebuilder before occupancy.

Clarendon typeface is the preferred number style.

The illustrated location is a typical recommendation. Generally, for ease of finding the address, the builder should be consistent in the placement of addresses. No builder logos on address plaques are allowed.

## ARCHITECTURE

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### Roofing

Roof plan may be designed with hips and gables combined as an outgrowth of the plan form but are often most successful when using one or the other or using the change as accent only.

Front facing gables are particularly bad when placed over the garage door. The unshielded exposure of garage doors is helped greatly by way of a low plate line over the door.

Changes in roof geometry are best when accompanied by offsets in the plan.

Roof pitches should be a minimum of 5 in 12.

Mansard, gambrel, shed, flat (built up) roofing geometry is not allowed.

Standing seam metal (factory finished steel), terne metal or copper and metal shingles require special consent of the ARC. Villages of production type housing shall have 240# composition shingles in color ranges approximating the color of weathered cedar shingles.

## ARCHITECTURE

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### GARAGES

Roofs over garage should be as low as possible sloping toward the street. The highest roofs should not occur over the garage due to added visual emphasis.

Treatment of detail on garage doors should be consistent with the overall character of the house. This may be accomplished with one or two well placed windows along the top of the garage door and by breaking up the mass with paneled construction.

When two car garages are built, doors may be two single doors divided by a column, or one double door wide enough for 2 car access.

Ornamental wood doors are permitted with stain or paint colors complementary to other building trim and materials. No particle board doors are permitted. All garage doors are to be metal and insulated. Glass fenestrations are permitted. No reflective film or foil is permitted on the windows.

Garages cannot exceed the residential lot's main dwelling in height nor stories.

A detached garage must be connected to the residence by a breezeway or covered walk.

Carports (porte cochere) constructed of the same building materials and as an integral part of the residence are acceptable. All other carports are prohibited.

Garages, at a minimum, must be able to accommodate the storage of two (2) full size automobiles at the same time and, at a maximum, can accommodate the storage of three (3) full size automobiles at the same time. Extensions in the length of a garage which permits additional storage space is permitted.

All garage doors should be of metal design and colored to complement the adjacent wall.

Automatic garage door openers are required



# ARCHITECTURE

## Home Wiring System Requirements

### **Material Specifications**

**Telephone jacks** Category 5e, eight conductor, UL listed, CSA certified jacks. Insertion loss of less than 0.40 dB at 100 MHz.

**Telephone cable** Category 5e, eight conductor (4 pair). Must comply with EIA/TIA 568a specifications for 100-MHz UTP premise wiring. Either PVC jacketed or plenum spec is acceptable, choice up to contractor depending on requirements of individual runs.

### **Coaxial cable jacks**

Connector: F56 Crimp Connector, 1/2 inch attached ring.

Jack: UL listed type F-81 Type bulkhead jack, Leviton 4068 or equivalent

**Coaxial cable** Quad shielded RG6. Either PVC jacketed or plenum spec is acceptable. Choice up to contractor, dependent on requirements of state and local codes for individual runs.

**Data cable jacks** Category 5e, eight conductor UL listed CSA certified jacks. Insertion loss of less than 0.40 dB at 100 MHz.

**Data cable** Category 5e, eight conductor (4 pair). Either PVC jacketed or plenum spec is acceptable, choice up to contractor depending on requirements of state and local codes for individual runs.

**Entry Alarm System** Minimum 6-zone non-proprietary system consisting of:

- Battery backup
- Telephone interface, RJ31X or equivalent wired to facilitate line seizure.
- Contact devices on all windows and doors (any opening greater than 96 square inches).
- Must be downloadable, accessible and unlocked for remote programming.
- Wiring in place for a minimum of three keypads. (Two entry doors and master bedroom).

## ARCHITECTURE

### Home Wiring System Requirements Cont.

- Wiring in place for a motion sensor in main living area.
- All wires must be home run to the central location of alarm control panel and properly labeled.
- **OPTIONAL Non-Proprietary MONITORABLE** fire alarm system. Install smoke detector(s), quantity and placement as required by building codes.
- **OPTIONAL Video Surveillance**  
Minimum two camera wiring in place at front and back door as follows:

Wiring for cameras at front and back doors is to include a coaxial cable and an 18-gauge 2 conductor stranded wire run to appropriate location to provide unobstructed view of traffic at front and back door. Wire shall be terminated at a single gang electrical box and home run to structured wiring cabinet. Location of box shall be under the patio or other cover suitable to provide adequate protection from direct exposure to environmental hazards.

#### **Control Cabinet**

##### Control Cabinet

- UL approved
- Fits between 16" stud spacing
- Flush mount
- Sufficiently houses coax and telecom distribution panels
- Includes 12" by 12" of empty space
- 110 AC outlet inside

##### Coax Distribution Panel

- Passive video splitter
- One input, minimum of eight outputs
- Standard "F" type connectors
- Bandwidth: 5 MHz—1 GHz

##### Telecom Distribution Panel

- Accommodates all incoming phone lines
- Flexible distribution to a minimum of 8 telephone locations with expansion capability.

## ARCHITECTURE

### Home Wiring System Requirements Cont.

- Security system compatible.  
(Must be clearly labeled and wired properly to achieve line seizure)
- Voice ports meet TIA 568A category 3 specifications
- Data ports meet TIA category 5 specifications
- All voice connectors are to be wired to TIA 568A

#### **Outlet Requirements**

There should be a minimum of one data, cable TV, and phone outlet in every livable space (i.e. bedrooms, family rooms, den, office, study, gameroom, etc.). Each of these outlet locations must also have an additional Category 5e cable (Trimming the additional Category 5e cable is optional). In addition, traditional kitchen phone outlet and outlets containing telephone, cable and data at any entertainment media centers is required. While telephone and CATV outlets must be trimmed out, the data outlets may be marked and blanked for future trimming. All cables in the control cabinet must be clearly marked.

#### **Cable and Wire Runs**

- Avoid sharp bends in the cable. This could damage the shielding on the cables. DO NOT use staples.
- Maintain 6" or more distance from parallel electrical lines. DO NOT run cables through the same holes as electrical lines.
- Always cross over electrical lines at 90° angles where possible.

Provide approximately 4' of extra cable at the

- control cabinet termination.
- Label each cable run with the location of the jacks. This is especially important for ease of customer and utility company connection. Use proper anchoring hardware for the cables.

**\*\*Home Theater wiring is highly recommended.**

## ARCHITECTURE

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Home Wiring System Requirements Cont.

**All wiring is to be completed per current BOCA, NEC, and NFPA requirements.**

**The above listed specifications are a minimum standard. Additional outlets, wiring, equipment, etc. should be compatible with the materials and techniques shown above.**

# Building Recommendations To Support AT&T Services

## Outside Building

- Space for Optical Network Termination (ONT) placement within 4' of power meter and/or power company ground.
- Residential ONT dimensions — approximately 12.1" x 13" x 3.9" (H x W x D)
- Place two Underwriters Laboratories (UL) Listed CAT-5e UTP 4 pair cables between the ONT and the Central Wiring Panel. All Cables should be continuous wire runs without any splices.
- UL Listed 16 gauge stranded copper 1-pair cable should be installed during construction for powering the ONT from a builder selected electrical outlet with a maximum distance of 100' from the ONT.

## Inside Wiring

- Follow the ANSI/TIA/EIA-570-B residential wiring standard and the ANSI/TIA/EIA 568-A standard for data wiring terminations
- Inside wiring to the outlet locations should all originate from a Central Wiring Panel (CWP)
- Recommended Panel locations include but not limited to: utility rooms, master bedroom closets, interior garage walls and basements  
[Note: The Power Supply Unit (PSU) power cord allows piggy-back plug capability. Both PSU and CWP require a controlled environment (32° - 113° degrees)]
- Utilize a star (Hub and Spoke) topology
- Utilize UL Listed CAT-5e UTP 4 pair and Tri or Quad Shield RG-6 coaxial cable throughout the premises
- For Coax connections: compression-type connectors are required.
- **Do not Daisy-Chain or Loop the jacks together in a Series or Ring topology**
- Recommend that all jacks within the home be wired as multi-media outlet locations.

## Outlets (jacks)

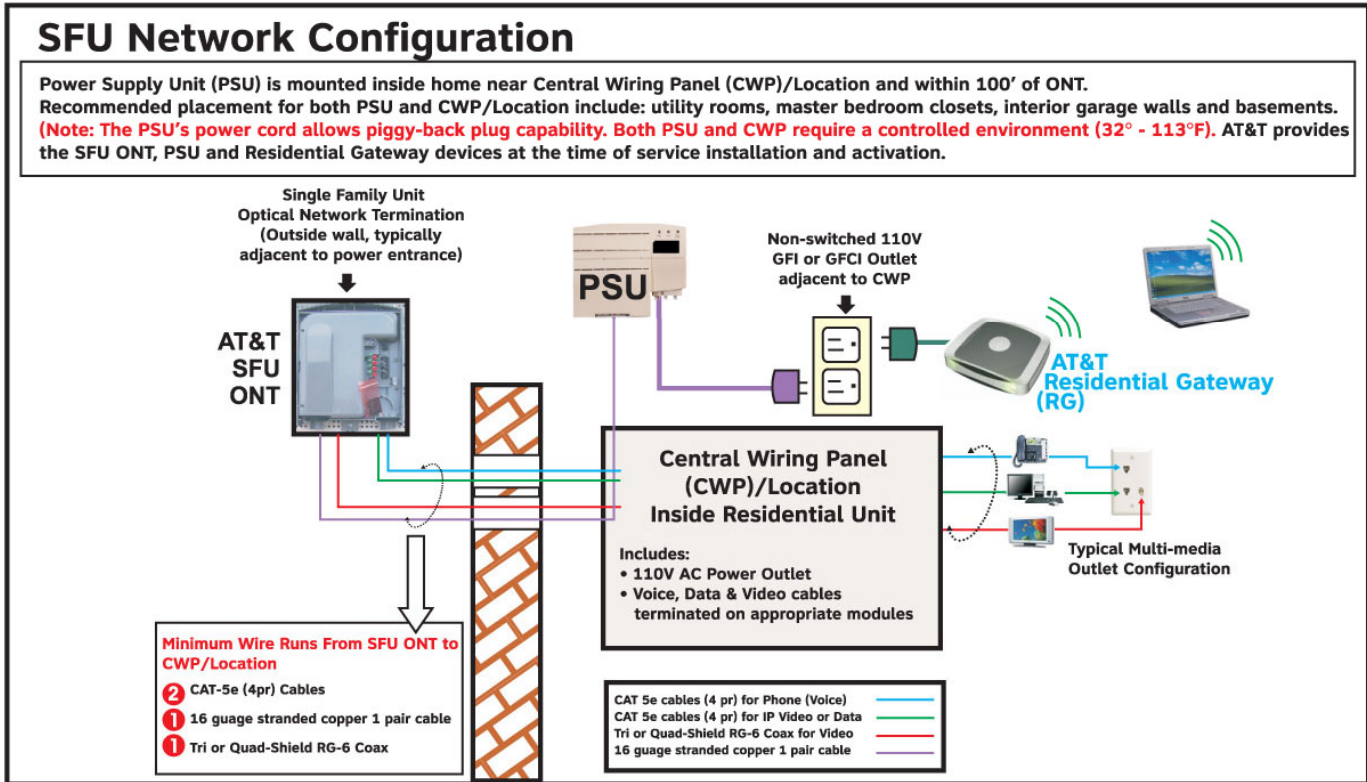
- A minimum of one (1) multi-media outlet location is recommended in each of the following rooms: kitchen, bedrooms, family/great room, den/study and office.
- Additional outlet locations should be considered to avoid exposed wiring
  - At video outlet (jack) locations provide terminations for data (RJ-45) and voice (RJ-11 or equivalent) in addition to the typical video F Connection.

### Minimum Cabling requirements:

- Voice and DATA: UL Listed CAT-5e UTP 4 pair
- Video: UL Listed CAT-5e UTP 4 pair and Tri or Quad Shield RG-6 Coax
- Tri or Quad Shield RG-6 Coax cable should have at least 80% braid coverage and a bonded inside foil
- This cable should also have a copper-clad steel center conductor

## Power Requirements

- Standard, non-switched 110VAC outlet with a ground (The plug for the Power Supply Unit has a pass through so that it does not take up an outlet.)
- Outlet may be GFI if required.
- Power Supply Unit dimension: approximately 7.5" x 9.5" x 3" (H x W x D); Loaded weight: 7 lbs.
- Location for wall-mounted power supply must be within 5' of the AC power outlet
- Power Supply Unit must be within 100' of ONT



If wire is installed that does not meet AT&T standards, AT&T may install new wiring for an additional fee. This document is not a contract, promise or representation by any AT&T company that it will build a fiber network to support the services described herein or that it will offer any such services within any particular timeframe or ever. © 2008 AT&T Intellectual Property. All rights reserved. AT&T, the AT&T logo, and other product names are trademarks and/or service marks of AT&T Intellectual Property and/or its affiliates.



SECTION 14 SUPPLEMENTAL GUIDELINES

fulbrook on fulshear creek

## FOREWORD

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Fulbrook on Fulshear Creek is a unique residential community in that it has been planned and developed to celebrate the integrity and simplicity of regional small-town values. These values, demonstrated through the thoughtful land planning and meticulous attention to details, have been married with the historical character of the old town of Fulshear.

This document is presented as a minimum set of development guidelines and standards for Fulbrook on Fulshear Creek Section Fourteen. The intended use is to provide an understanding of responsibilities of the Developer and the Builder, to develop a framework to illustrate and define design objectives and requirements to create a unified, harmonious setting for divergent lifestyles and tastes inherent in a planned development.

These guidelines are supplemental to The Declaration of Covenants, Conditions and Restrictions, and are to be used by the Architectural Review Committee (ARC) in review of plans submitted, as required by builders. Non-compliance with these guidelines is grounds for disapproval of plans. These guidelines are also for use as a standard for future compliance to maintain the integrity of the community.

In addition to these supplemental Guidelines, Builders should familiarize themselves with all information contained in the Master Residential Guidelines for Fulbrook on Fulshear Creek. These documents may be obtained from the ARC and should be reviewed thoroughly before submitting plans for approval.

Illustrative examples and descriptions are meant to insure an orderly, well maintained and attractive environment for the residents of Fulbrook on Fulshear Creek.

Fulbrook on Fulshear Creek is located in the city of Fulshear in Fort Bend County, Texas. Rules and regulations of these entities supersede the residential guidelines.

## SITE LAYOUT

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### Interior Lots

Standard single-family interior lots have a 25' front building setback, and 5' building setbacks on each side. Detached rear garages have a 3' side setback at the front corner, a 5' side setback at the rear corner and a 7' rear setback. Interior lots backing on major streets have a 25' rear setback. Perimeter lots have a 14' utility easement. Encroachment with residential structures and garages is prohibited in utility easements.

Enclosed parking for a minimum of two cars, vans or pickup trucks is required for every lot. Additional vehicles may be temporarily parked (24 hours) on paved surfaces but must be contained outside of public street right of way and must never block public sidewalks.

Boats, panel trucks, and oversized vehicles must be parked completely out of view. The Declaration of Covenants, Conditions and Restrictions further describe requirements.

Automatic garage openers are required.



## SITE LAYOUT

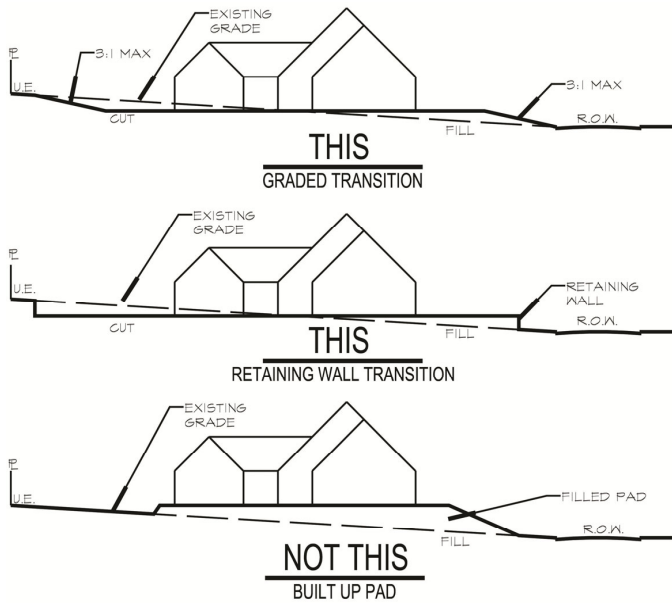
### Lot Grading

Lots are generally sloped from back to front. Lots may have grade change as much as eight to ten feet. Building pads are to run with slope of the lot. Filled pads are to be avoided. Manipulation of grade by cut and fill is preferred. Spot level home design is encouraged.

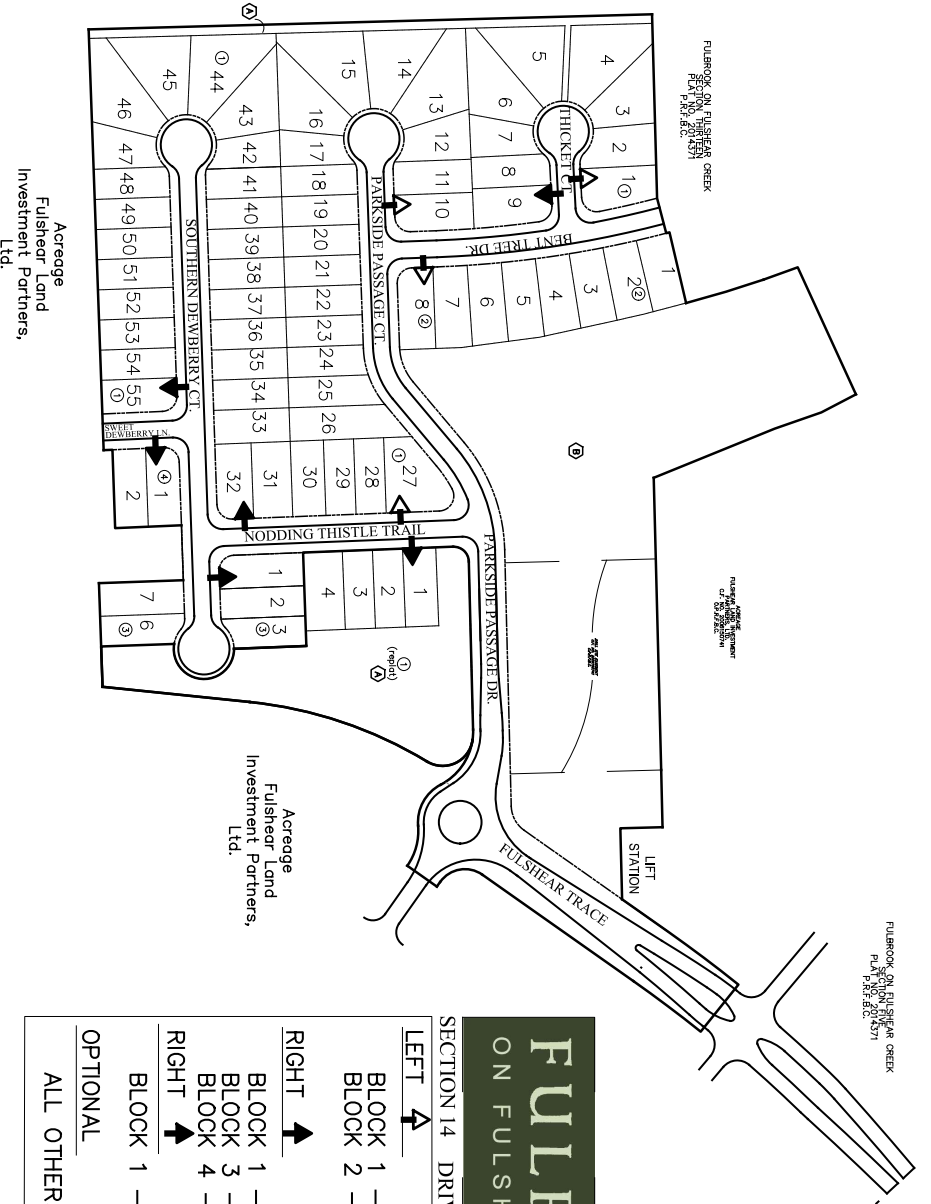
When required, retaining walls on graded slopes should be used to transition level building pads for residential construction. Retaining walls may be poured in place concrete or segmental block construction. Texture and color of segmented block walls are to be approved by the ARC. Timber construction of retaining walls is not permitted.

Where slope transition is by grading the maximum slope is not to exceed a 3:1 ratio.

Slopes greater than 12% are to be avoided for driveways.



FULBROOK ON FULSHEAR CREEK  
 PLAN NO. 2014571



# FULBROOK

ON FULSHEAR CREEK

## SECTION 14 DRIVEWAYS

### LEFT

- BLOCK 1 – LOT 1, 10, 27
- BLOCK 2 – LOT 8

### RIGHT

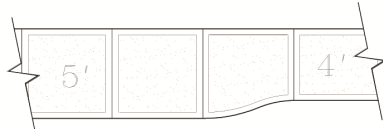
- BLOCK 1 – LOT 9, 32, 55
- BLOCK 3 – LOT 1
- BLOCK 4 – LOT 1

### RIGHT

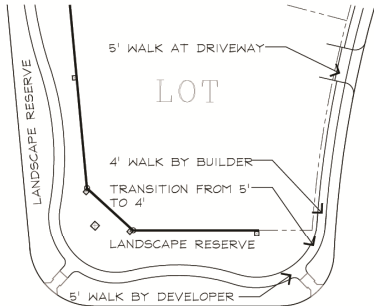
- BLOCK 1 – LOT 1 (replat)

### OPTIONAL

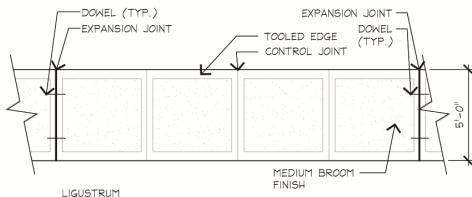
- ALL OTHERS



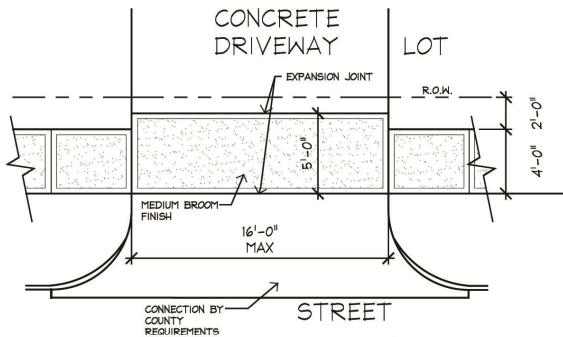
TRANSITION FROM 5' DEVELOPERS WALK TO 4' BUILDERS WALK (EXCEPT AT DRIVEWAY CROSSING)



STANDARD RESIDENTIAL 4' SIDEWALK LOCATION

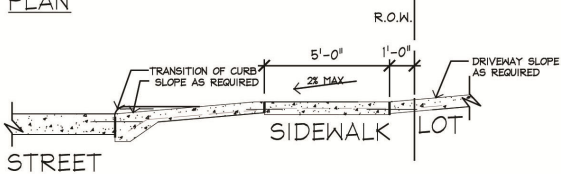


STANDARD SIDEWALK DETAIL



CONNECTION BY COUNTY REQUIREMENTS

PLAN



SECTION

SIDEWALK AT DRIVEWAY

## SITE LAYOUT

### Residential Driveway/Garage Placement for Section Eight –

The following is a list by lot and block number dictating location of residential driveways and garages. Locations of driveways and garages have been determined for reasons of aesthetics, vehicular circulation and safety.

The designation of left, right or optional is determined by viewing the lot from the street right-of-way facing the lot. Side lot loading is not permitted. A variance request, in writing, may be considered for certain lots having frontage on two sides if the garage is set back from the right-of-way, at least twenty feet (20').

Left Side: *Block 1— lot 1, 10, 27*  
*Block 2— lot 8*

Right Side: *Block 1— lots 9, 32, 55*  
*Block 3— lot 1*  
*Block 4— lot 1*

Right Side: *Block 1— lots 1 (replat)*

Optional: *All other lots in this section have optional garage placement*

\*\*Side lot loading is not permitted in this section.

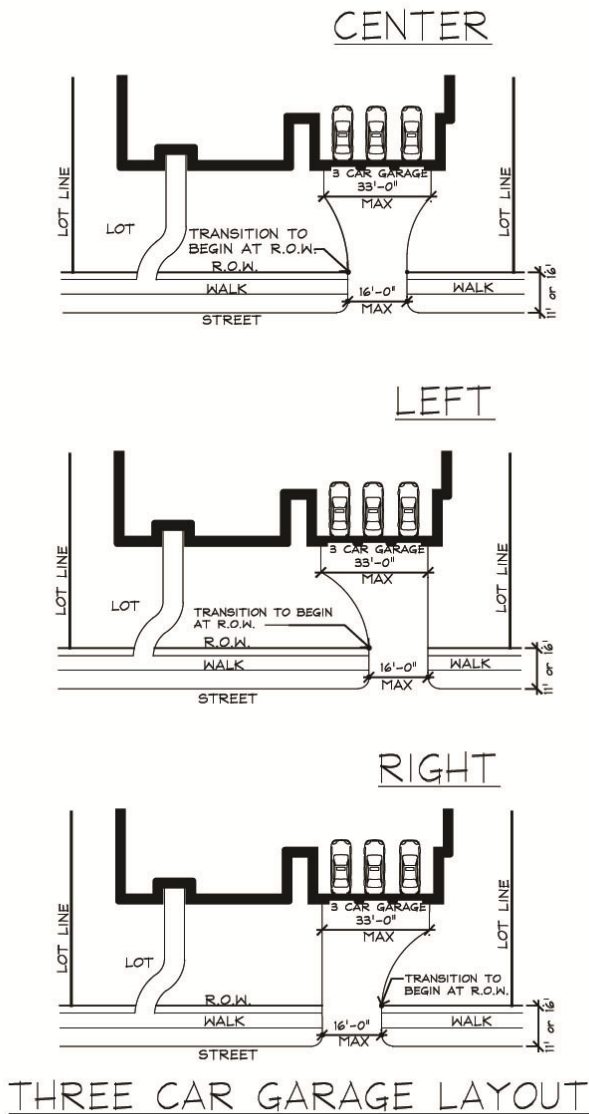
### Sidewalks Crossing Driveway

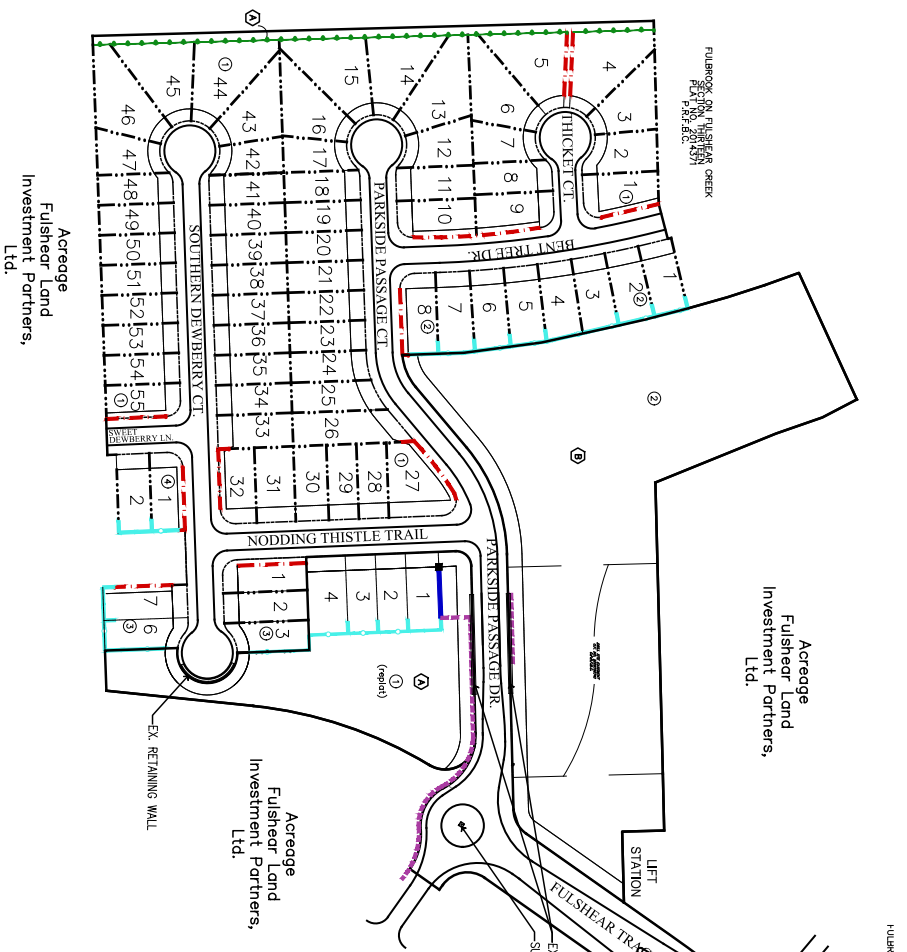
Driveways may require slopes that are in excess of TAS/ADA requirements. Where sidewalks cross driveways in public street rights of way the sidewalk shall be a minimum 5' in width and have a cross pitch complying with TAS/ADA standards of not more than 2% (1/4' in one foot). The county precinct will require removal of driveway at builder's expense before they will accept streets. Driveway cuts and driveway placing, and reinforcing shall comply with Fort Bend county regulations.

## SITE LAYOUT

### Front loaded Three Car Driveway Requirements –

No residential driveway may exceed sixteen feet (16') in width at the intersecting public street and within the public street right-of-way. A transition to a maximum width of thirty-three (33') is allowed outside of the public street right of way. The right of way distance from the back of the street curb is eleven feet (11') in a fifty-foot (50') r.o.w. and sixteen feet (16') in a sixty foot (60') r.o.w. before a transition can begin. The width of the driveway can not exceed the opening of the garage doors. For three car garages no additional paved aprons shall occur outside of the width of the garage.





FULBROOK ON FULSHEAR CREEK  
 PLAN NO. 2019-001571  
 PARCEL 62

**SECTION 14 - FENCING**

- Developer Fence— Masonary wall w/stone columns
- 4' Wood Rail Fence by Developer
- 6' "Good Neighbor" Alternating Panel Fence by Builder
- 6' Perimeter Fence by Builder "Good" Side Out
- 4' Metal Fence by Builder
- 6' Perimeter Fence by Builder "Good" Side In



Amended 3.11.2020

# SITE LAYOUT

## Fencing

### STONE COLUMNS BY DEVELOPER

The developer is to install 6'-3" high limestone columns at the following locations

Lot 1 *Blk 1(replat)*—at Build Line one (1) column is to be placed.

### 6' PERIMETER FENCE BY DEVELOPER

Lot 1 *Blk 1 (replat)*- Along North side of property lines paralleling Parkside Passage Dr. starting at build line stopping at intersection of 4' metal fence 20' in from rear lot line.

### 4' RAIL FENCE BY DEVELOPER

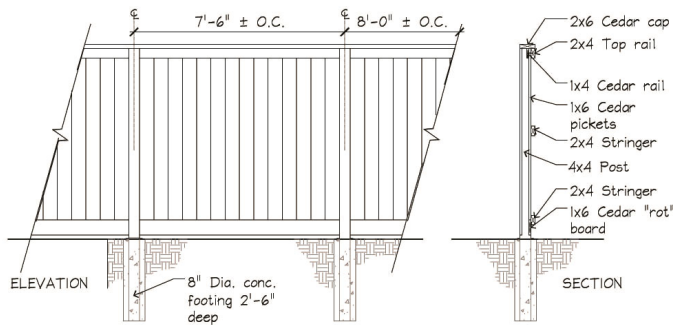
Lot 1 *Blk 1(replat)*- 4' rail fence will start at the perimeter fence of Lot 1 *Blk 1* towards retaining wall including an opening for access. It will then follow retaining wall along Parkside Passage Dr. continuing thru the end of the round-a-bout. Reference graphic for clarification of location.

Landscape Reserve 'B'- 4' rail fence will parallel retention wall. Reference graphic for clarification of location.

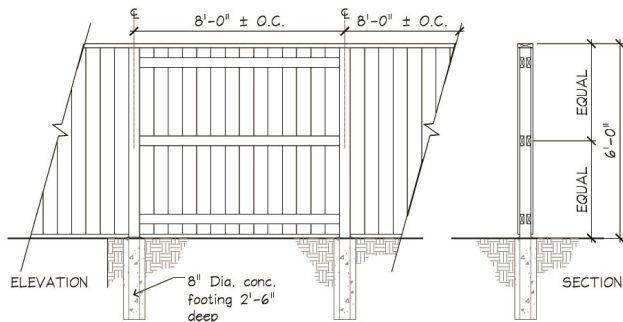
### 6' PERIMETER FENCE BY BUILDER "GOOD" SIDE OUT

Lot 1 *Blk 1*- Along East side of property lines paralleling Bent Tree Drive ending at build line.

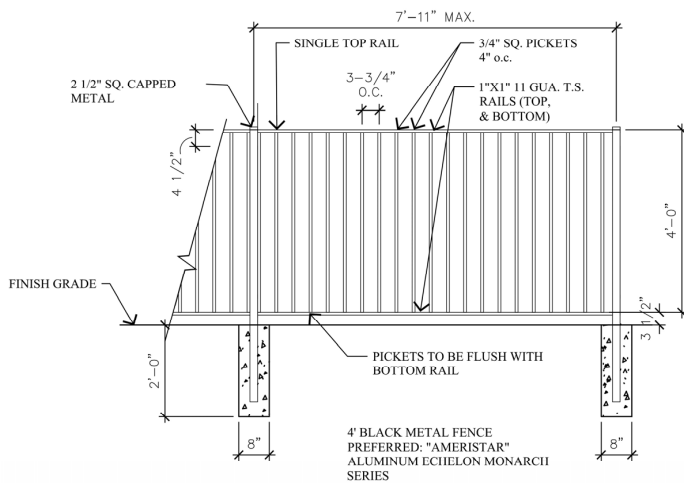
Lot 4,5 *Blk 1*-Along North and South sides of property lines paralleling landscape easement 'A' ending at build lines.



6' GOOD SIDE OUT FENCE



6' ALTERNATING "GOOD NEIGHBOR" FENCE



Lot 9-10 *Blk 1*- Along East side of property paralleling Bent Tree Drive starting at build

line of lot 9 and ending at build line of lot 10.

Lot 27 *Blk 1*- Along North side of property line paralleling Parkside Passage Dr. starting at build line of lot 27 and turning 90 degrees ending at build line of Lot 26.

Lot 32 *Blk 1*- Along South side of property line paralleling Southern Dewberry Ct. starting at build line of lot 32 and turning 90 degrees ending at build line of Lot 33.

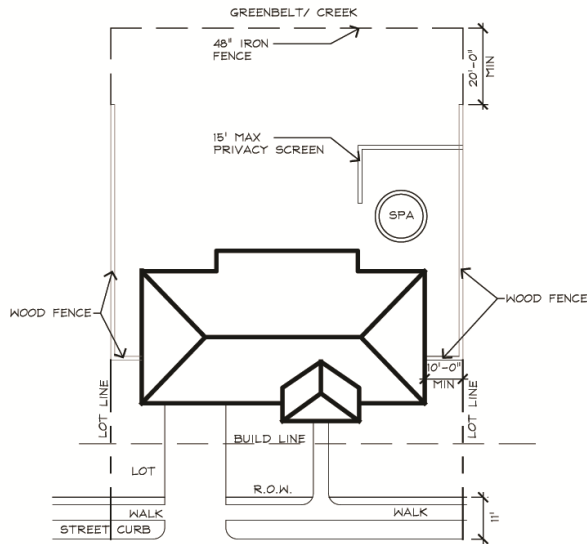
Lot 55 *Blk 1*- Along East side of property line paralleling Sweet Dewberry Ln. starting at build line and ending at rear lot line.

Lot 8 *Blk 2*- Along South side of property lines paralleling Parkside Passage Dr. starting at build line turning 90 degrees and ending at rear lot build line.

Lot 1 *Blk 3* - Along West side of property line starting at build line paralleling Nodding Thistle Trail ending at rear lot line.

Lot 7 *Blk 3*- Along West side of property line starting at build line paralleling Nodding Thistle Trail ending at rear lot line.

Lot 1 *Blk 4*- Along North side of property lines paralleling Southern Dewberry Ct. starting at build line turning 90 degrees and ending at rear lot build line.



Privacy Fencing may be accomplished as illustrated

6' PERIMETER FENCE BY BUILDER "GOOD" SIDE IN

Lot 4,5, 13-15, 44-46 *Blk 1*- Along West rear lot line starting at corner of lot 4 paralleling Landscape Easement 'A' ending at rear lot line corner of lot 46.

4' METAL BY BUILDER

Lot 1-8 *Blk 2*- Along East rear property lines, Metal fence to go up 20' of shared fence towards residence exception South side of Lot 8 where it terminates at lot build line.

Lot 1-4, *Blk 3*- East rear property lines, starting at build line of lot 1. Metal fence to go up 20' of shared fence towards residence.

Lot 3, *Blk 3*- rear and East side of property lines, starting at build line of lot 3.

Lot 6-7, *Blk 3*- rear and East side of property lines, starting at build line of lot 6. Metal fence to go up 20' of shared fence towards residence.

Lot 5-7 *Blk 4*- South rear property lines, starting at corner rear lot of lot 6. Metal fence to go up 20' of shared fence towards residence and all lots exception East side of Lot 6.

Lot 1-4 *Blk 1* (replat)- Along East rear property lines, Metal fence to go up 20' of shared fence towards residence exception corner of Lot 4 where it intersects with lot 3.

6' ALTERNATING "GOOD NEIGHBOR" FENCE BY BUILDER

All other interior, rear and side fencing shall be the responsibility of the builder. Wood fences on interior lots shall be constructed using alternating panels as illustrated.

Side lot alternate panel "good neighbor" fencing on interior lots shall extend from the rear property line



to a maximum distance of 10' behind the front of the residence. Fences running parallel to the front face of the residence must have a cap and be of the same design as the perimeter fence shown in the Master Design Guidelines for Fulbrook on Fulshear Creek

## LANDSCAPE

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### general responsibilities

#### District Property

Any property located outside of a homeowner's property line, and owned by the District, should not be cleared, landscaped, or otherwise improved or utilized for any such use without specific authorization from the District. One of the most important functions of the District is to provide drainage facilities and services within its boundaries. As such, it is important that the drainage channel, known as Fulshear Creek, and the area adjacent to Fulshear Creek remain free of debris or improvements of any kind (for example, gardens, benches, sheds, etc.) in order to provide appropriate and necessary drainage to the subdivision. Residents are encouraged to contact the District to report any illegal dumping, including dumping of construction debris, or any unauthorized use of property located behind residential lots along Fulshear Creek. Additionally, in order to prevent erosion the the area behind residential lots along Fulshear Creek, clearing along property adjacent to Fulshear Creek is prohibited.

Additionally, trees located on District property, including trees along Fulshear Creek, are owned and maintained by the District. However, any tree limbs or branches hanging over a resident's fence, or otherwise encroaching on a resident's property, may be trimmed or removed by the resident up to point of such resident's property line or fence. The District encourages residents to contact the District with any concerns about trees on District property that appear to be dead or diseased, or otherwise display characteristics that present a possible danger of falling on its own or is exposed to naturally occurring external force. The District had implemented procedures to address any such issues in a timely manner.

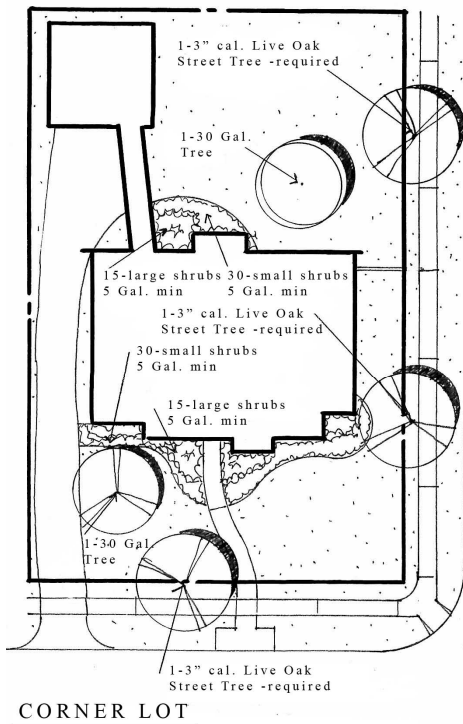
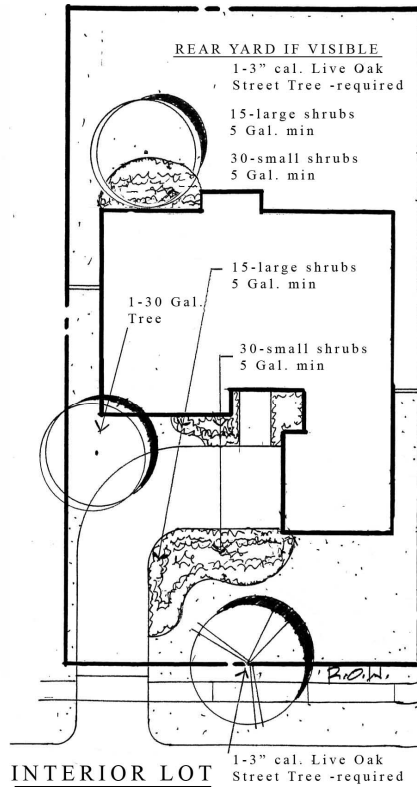
The District will provide maintenance of the area a minimum of five feet (5') inside the District property on a quarterly basis. The area begins at the rear lot line and will be maintained by mowing and/or weed eating up to the fence line of adjoining lots.

#### Developer

The developer is to landscape common open spaces, major street esplanades and rights of way, project entry features and entries into individual sections. The maintenance of these areas will be by the Fulbrook on Fulshear Creek Home Owners Association. The Community Association will also review all plans for conformance to the landscape guidelines through the ARC.

#### Builder/Owner

The builder/owner is responsible for landscaping all areas on his property (lot) and the portion of the street right of way between the property line and the street curb is also to be landscaped and maintained by the builder/owner. Front lawn irrigation systems are required. The owner of the property is to adhere to these guidelines upon and after initial installation.



## LANDSCAPE

### Minimum Residential Landscaping Requirements Lots 50' - 55' Wide

#### STREET TREES

All lots regardless of size are required to have a minimum of one 3" caliper-45 gallon (minimum) Live Oak Tree (*Quercus Virginiana*) planted on the property/right of way line as near as possible to the center of the lot-the tree is to be between the sidewalk and residence.

#### CORNER LOT STREET TREES

In addition to the above street tree requirements side yards on public streets require the planting of a minimum of two (2) 3" caliper Live Oak street trees approximately 50' on center on the property/right of way line, between the sidewalk and property line.

#### ADDITIONAL TREES

One (1) additional tree is required in front yards of all lots and one (1) additional tree is required in the rear yard and between each lot. Minimum size 30 Gal. container is required. Because of soil types pine trees are discouraged as an appropriate tree for the Fulbrook on Fulshear Creek Subdivision.

#### SHRUBS

Planting beds are to be curvilinear with the shrubs massed in tiers-smaller border plants, groundcover and shrubs to the front and larger shrubs to the back of the bed. Grouping of shrubs of same species provide a substantial look. A single row of foundation planting is not acceptable. Radius beds with an 8' minimum from building and various widths. Mulch all beds with two inches (2") of shredded bark mulch.

No gravel or rock of any size or color is permitted for use or substitution for shrubs, ground cover, mulch, or grass lawns. Specimen boulders and stone borders are permitted.

## LANDSCAPE

Minimum Residential Landscaping Requirements  
Lots 50' - 55' Wide

### PLANT SELECTION

Plants used as minimum requirements shall be selected from the approved plant list.

### FRONT YARDS

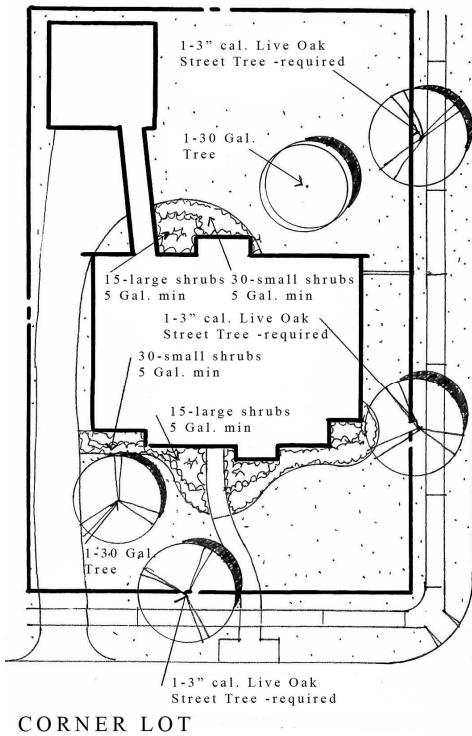
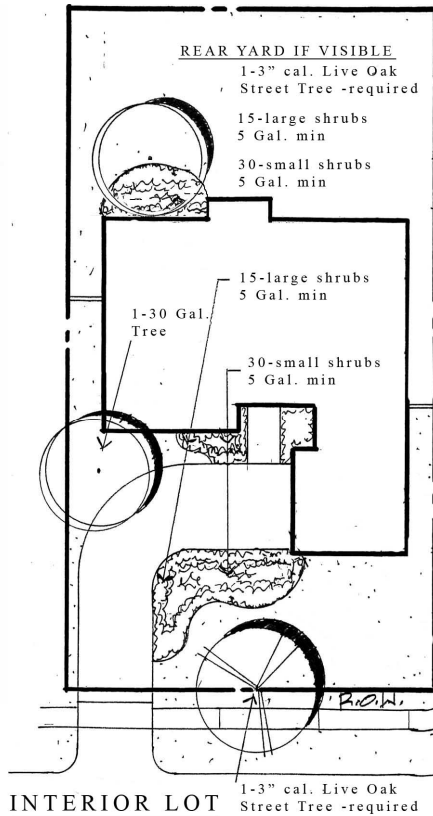
A minimum fifteen (15) large shrubs (5 gallon) and thirty (30) small shrubs (1 gallon) and are required for front yards.

### REAR YARDS (Public Views)

A minimum fifteen (15) large shrubs (5 gallon) and thirty (30) small shrubs (1 gallon) and are required in the rear of lots if open to common open space or public view.

### GRASS

All of yards in public view shall be grassed with Hybrid Bermuda Grass (Solid Sod).



## LANDSCAPE

Minimum Residential Landscaping Requirements  
 Lots 60' - 65' Wide

### STREET TREES

All lots regardless of size are required to have a minimum of one 3" caliper Live Oak street tree. Street Trees are to be planted on the lot/R.O.W. line between the sidewalk and the residence. Street trees should be placed as near as possible to the center of the lot, along the right-of-way line.

### CORNER LOT STREET TREES

On addition to above requirements Side yards on public streets require the planting of a minimum of two 3" caliper Live Oak trees approximately 50' on center within the public right of way between the sidewalk and back of street curb.

### ADDITIONAL TREES

Lots in this section are required to have a minimum of one additional -30 gal. tree planted in the front and a minimum of one -30 gal. tree planted in the rear. Because of soil types in Fulbrook on Fulshear Creek Subdivision Pine Trees are discouraged.

### SHRUBS

Planting beds are to be curvilinear with the shrubs massed in tiers-smaller border plants, groundcover and shrubs to the front and larger shrubs to the back of the bed. Grouping of shrubs of same species provide a substantial look. A single row of foundation planting is not acceptable. Radius beds with a 10' minimum from building and various widths. Mulch all beds with two inches (2") of shredded bark mulch.

No gravel or rock of any size or color is permitted for use or substitution for shrubs, ground cover, mulch, or grass lawns. Specimen boulders and stone borders are permitted.

### PLANT SELECTION

Plants used as minimum requirements shall be selected from the approved plant list.

## LANDSCAPE

Minimum Residential Landscaping Requirements  
Lots 60' - 65' Wide

### FRONT YARDS

A minimum fifteen (15) large shrubs (5 gallon) and thirty (30) small shrubs (1 gallon) are required for front yards.

### REAR YARDS (Public Views)

A minimum fifteen (15) large shrubs (5 gallon) and thirty (30) small shrubs (1 gallon) are required for front yards.

## LANDSCAPE

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### PLANT SELECTION

Plants used as minimum requirements shall be selected from the approved plant list.

### ***PREFERRED SPECIMEN TREES***

Live Oak  
Water Oak  
White Oak  
Red Oak  
Willow Oak  
Shumard Oak  
Post Oak  
Sweetgum  
Bald Cypress  
River Birch  
Southern Magnolia  
Bradford Pear  
Pecan  
Golden Raintree  
Evergreen Chinese Elm  
Cedar Elm  
Short Leaf Pine  
Long Leaf Pine  
Southern Sugar Maple

### ***PREFERRED SMALL TREES***

Flowering Dogwood  
Eastern Red Bud  
Crapemyrtle  
Red Haw Viburnum  
Black Haw Viburnum  
Fringe Tree  
Yaupon  
Wax Myrtle  
Vitex  
American Holly  
Dahoon Holly  
Ligustrum  
Sassafras  
European Olive  
Loquat  
Saucer Magnolia  
Parsley Hawthorn  
Orchid Tree  
Mexican Buckeye



## LANDSCAPE

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### Preferred Plant List Cont.

Basswood  
Mexican Plum  
Possumhaw Holly

### ***PREFERRED SHRUBS***

“Snow White” Indian Hawthorn  
“Spring Time” Indian Hawthorn  
“Enchantress” Indian Hawthorn  
Dwarf Yaupon  
Wheelers Dwarf Pittosporum  
Variegated Pittosporum  
Nandina  
Frazer’s Photinia  
Ligustrum  
Banana Shrub  
Japanese Yew  
Laurel-Leaf Cocculus  
Oleander  
Gardenia  
Japanese Viburnum  
Xylosoma  
Japanese Cleyera  
Andora Creeping Juniper  
Sea Green Juniper  
Dwarf Chinese Holly  
Juniper Varieties

Sago Palm  
Indica Azalea  
Camelia  
Bridal Wreath  
Pyracantha  
Flowering Quince  
Karume Azalea

### ***GROUNDCOVER, VINES AND SPECIALITY PLANTS***

Ajuga Carpet Bugle  
Japanese Star Jasmine  
English Ivy  
Algerian Ivy  
Fig Ivy  
Fatsia  
Fatshedera  
Louisiana Iris

## LANDSCAPE

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### Preferred Plant List Cont.

Holly Fern  
Sprengeri Fern  
Sword Fern  
Day Lily  
Mary Perkins Climbing Rose  
Trumpet creeper  
Carolina Jessamine  
Monkey Grass  
Chinese Star Jasmine  
Wood Fern  
Coral Honeysuckle  
Purpleleaf Honeysuckle  
Wisteria  
Evergreen Wisteria  
Banks Rose  
Wedelia

### ***TURF GRASS***

All yards in public view shall be grassed with Hybrid Bermuda Grass (Solid Sod).

### ***ANNUAL & PERENNIAL FLOWERS***

The planting of seasonal color is highly encouraged for personal enjoyment and enhancing property. A list is not provided because of the numerous choices and seasonal availability.

Colorful and fragrant flowering plants are attractive to hummingbirds and butterflies. The owner is encouraged to experiment with a varied palette of plants. Massing of flowering plants can be more spectacular, than scattering color throughout planting beds. Color can best be utilized at the main entrance of the residence and to call attention to architectural features.

## SIGNAGE

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### Yard art

No more than two (2) signs are to be exhibited in any yard at one time. Signage is inclusive of, but not limited to the following: school spirit signs, yard art/ plaques, holiday recognition (with the exception of December holidays), home repair endorsements, public office elections, or political statements.

School spirit signs are to be located within close proximity to house façade, in planting bed. Exceptions to location and quantity must be approved by the ARC.

Signage and yard art must be tastefully located within planting beds. Freestanding yard art is prohibited. Signage and yard art must also reflect architecture of house and adjacent planting materials.

# ARCHITECTURE

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## Exterior Elevations

There shall be at least three (3) lots between any lots with the same elevation. Lots across the street from one another and around street corners will be treated as adjacent for purposes of determining the location of floor plans and elevations. In addition, lots with adjoining rear lot lines may not have the same elevations.

# ARCHITECTURE

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## Exterior Lighting

The philosophy of exterior lighting, where used, is to minimize the impact to neighbors. Exterior residential lighting should convey a warm, inviting atmosphere. Care is to be taken in placement and selection of fixtures and types of light sources and encourage compliance with "Dark Skies" concepts.

All exterior lighting is to conform to Orders for Regulation of Outdoor Lighting in the Unincorporated Areas of Fort Bend County Texas. The subdivision is in Outdoor Lighting zone 3. Builders and Homeowners shall follow the requirements. Of particular note are items under Article IV (4.2) Shielding and Aiming Requirements. Attention is called to "C" and "F" excerpted from the Ordinance included here within.

C) Architectural and landscape illumination: Luminaries must be shielded to illuminate only the intended target, which if not possible, then the lighting is restricted to illuminating the intended target such that no stray light passes above the horizontal plane. All architectural and landscape illumination, excluding those used in a residential home, shall be turned off or reduced to minimum security levels between 11:00 pm local time to sunrise by the use of automatic timing equipment.

F) Spotlights and floodlights elevated above the ground on poles or building and used for area lighting must be adjusted so that their axis of illumination is at an angle not greater than 20 degrees measured from the vertical line between the fixture and the ground. This does not apply to outdoor recreational facilities addressed in Subsection 6.8 (Reference Section 10, Exhibits 1 and 2.)

This Ordinance can be located at [www.fortbendcountygov.com](http://www.fortbendcountygov.com)

Exterior Lighting Plans shall be submitted with the Exterior Elevations Plans to the ARC for the Final Plan Approval. Final Plan Approval of the Exterior Elevations Plan may be withheld until the Lighting

## ARCHITECTURE

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### Exterior Lighting

Plan has been approved by the ARC. Specific design and manufacturer models for the Lighting Fixture Types should be submitted to the ARC for approval.

Restrained exterior illuminations of architectural features such as columns, entries and landscaping are permitted. The Builder and/or Homeowner are to install and maintain lighting on individual lots in a manner to not cause distraction, nuisance or to be unsightly. Lighting should not conflict with the sight lines of pedestrians and motorists. Light Sources should not *spill over* into neighboring yards or produce glare to adjoining landowners or public right-of-ways. Porch sconce lighting to be of high quality low intensity light output complementing the style of the residence. Natural gas lighting is acceptable.

Ground landscape lighting or decorative fixtures should be of high quality materials and workmanship and be in scale and style with the residence. All lighting sources should be approved by the ACR.

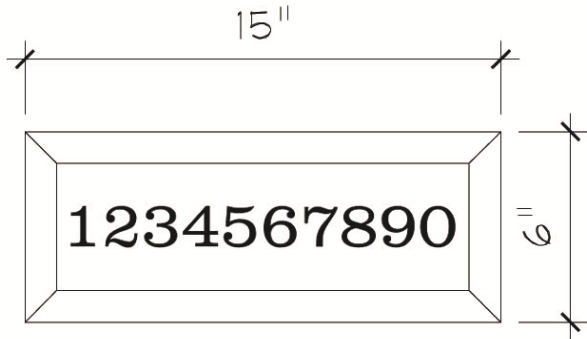
Pole lighting to be a maximum of **10'** in height, the bulb must be shielded, and set a minimum of **10'** off and inside the property line. Pole lighting is not permitted in the front yard of residence. Attention is called to "F" excerpted from the Ordinance included on previous page.

Colored lenses, low pressure sodium, high pressure sodium and neon lighting, mercury vapor security lights, and blue (lighting to be in warm Kelvin range) LED solar path lights are expressly prohibited, when visible from outside of property boundaries. Landscape LED flood, spot, step, and path lighting to be in warm Kelvin range similar to incandescent lighting.

The responsibility to prevent and/or correct any distraction, glare, nuisance, safety, spill over, and unsightliness caused by installed lights shall remain with the Builder and/or Homeowner.

## ARCHITECTURE

### Address identification



All residential addresses are to be identified with numerals as part of an integral sign plaque of cast stone, brass or bronze. All homes are to have uniform letter sizes and styles. The use of address plaques is encouraged for all residences. Builders must submit the design for their address plaque to the ARC for approval. Once approved, that design will become the uniform style for all their homes.

Recommended plaque size is to be approximately fifteen inches (15") horizontal and six inches (6") vertical.

Plaque is to be pin or stud mounted to the wall of the residence.

Plaque background is to be dark brown matte finish with raised smooth bronze color border and letters, if metal. Cast stone plaque shall have recessed, painted numbers.

Address plaque is to be installed by homebuilder before occupancy.

Clarendon typeface is the preferred number style.

The illustrated location is a typical recommendation. Generally, for ease of finding the address, the builder should be consistent in the placement of addresses. No builder logos on address plaques are allowed.

## ARCHITECTURE

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### Roofing

Roof plan may be designed with hips and gables combined as an outgrowth of the plan form but are often most successful when using one or the other or using the change as accent only.

Front facing gables are particularly bad when placed over the garage door. The unshielded exposure of garage doors is helped greatly by way of a low plate line over the door.

Changes in roof geometry are best when accompanied by offsets in the plan.

Roof pitches should be a minimum of 5 in 12.

Mansard, gambrel, shed, flat (built up) roofing geometry is not allowed.

Standing seam metal (factory finished steel), terne metal or copper and metal shingles require special consent of the ARC. Villages of production type housing shall have 240# composition shingles in color ranges approximating the color of weathered cedar shingles.



## ARCHITECTURE

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### GARAGES

Roofs over garage should be as low as possible sloping toward the street. The highest roofs should not occur over the garage due to added visual emphasis.

Treatment of detail on garage doors should be consistent with the overall character of the house. This may be accomplished with one or two well placed windows along the top of the garage door and by breaking up the mass with paneled construction.

When two car garages are built, doors may be two single doors divided by a column, or one double door wide enough for 2 car access.

Ornamental wood doors are permitted with stain or paint colors complementary to other building trim and materials. No particle board doors are permitted. All garage doors are to be metal and insulated. Glass fenestrations are permitted. No reflective film or foil is permitted on the windows.

Garages cannot exceed the residential lot's main dwelling in height nor stories.

A detached garage must be connected to the residence by a breezeway or covered walk.

Carports (porte cochere) constructed of the same building materials and as an integral part of the residence are acceptable. All other carports are prohibited.

Garages, at a minimum, must be able to accommodate the storage of two (2) full size automobiles at the same time and, at a maximum, can accommodate the storage of three (3) full size automobiles at the same time. Extensions in the length of a garage which permits additional storage space is permitted.

All garage doors should be of metal design and colored to complement the adjacent wall.

Automatic garage door openers are required

# ARCHITECTURE

## Home Wiring System Requirements

### Material Specifications

**Telephone jacks** Category 5e, eight conductor, UL listed, CSA certified jacks. Insertion loss of less than 0.40 dB at 100 MHz.

**Telephone cable** Category 5e, eight conductor (4 pair). Must comply with EIA/TIA 568a specifications for 100-MHz UTP premise wiring. Either PVC jacketed or plenum spec is acceptable, choice up to contractor depending on requirements of individual runs.

### **Coaxial cable jacks**

Connector: F56 Crimp Connector, 1/2 inch attached ring.

Jack: UL listed type F-81 Type bulkhead jack, Leviton 4068 or equivalent

**Coaxial cable** Quad shielded RG6. Either PVC jacketed or plenum spec is acceptable. Choice up to contractor, dependent on requirements of state and local codes for individual runs.

**Data cable jacks** Category 5e, eight conductor UL listed CSA certified jacks. Insertion loss of less than 0.40 dB at 100 MHz.

**Data cable** Category 5e, eight conductor (4 pair). Either PVC jacketed or plenum spec is acceptable, choice up to contractor depending on requirements of state and local codes for individual runs.

**Entry Alarm System** Minimum 6-zone non-proprietary system consisting of:

- Battery backup
- Telephone interface, RJ31X or equivalent wired to facilitate line seizure.
- Contact devices on all windows and doors (any opening greater than 96 square inches).
- Must be downloadable, accessible and unlocked for remote programming.
- Wiring in place for a minimum of three keypads. (Two entry doors and master bedroom).

# ARCHITECTURE

## Home Wiring System Requirements Cont.

- Wiring in place for a motion sensor in main living area.
- All wires must be home run to the central location of alarm control panel and properly labeled.
- **OPTIONAL Non-Proprietary MONITORABLE** fire alarm system. Install smoke detector(s), quantity and placement as required by building codes.
- **OPTIONAL Video Surveillance**  
Minimum two camera wiring in place at front and back door as follows:

Wiring for cameras at front and back doors is to include a coaxial cable and an 18-gauge 2 conductor stranded wire run to appropriate location to provide unobstructed view of traffic at front and back door. Wire shall be terminated at a single gang electrical box and home run to structured wiring cabinet. Location of box shall be under the patio or other cover suitable to provide adequate protection from direct exposure to environmental hazards.

### Control Cabinet

#### Control Cabinet

- UL approved
- Fits between 16" stud spacing
- Flush mount
- Sufficiently houses coax and telecom distribution panels
- Includes 12" by 12" of empty space
- 110 AC outlet inside

#### Coax Distribution Panel

- Passive video splitter
- One input, minimum of eight outputs
- Standard "F" type connectors
- Bandwidth: 5 MHz—1 GHz

#### Telecom Distribution Panel

- Accommodates all incoming phone lines
- Flexible distribution to a minimum of 8 telephone locations with expansion capability.

## ARCHITECTURE

### Home Wiring System Requirements Cont.

- Security system compatible.  
(Must be clearly labeled and wired properly to achieve line seizure)
- Voice ports meet TIA 568A category 3 specifications
- Data ports meet TIA category 5 specifications
- All voice connectors are to be wired to TIA 568A

#### **Outlet Requirements**

There should be a minimum of one data, cable TV, and phone outlet in every livable space (i.e. bedrooms, family rooms, den, office, study, gameroom, etc.). Each of these outlet locations must also have an additional Category 5e cable (Trimming the additional Category 5e cable is optional). In addition, traditional kitchen phone outlet and outlets containing telephone, cable and data at any entertainment media centers is required. While telephone and CATV outlets must be trimmed out, the data outlets may be marked and blanked for future trimming. All cables in the control cabinet must be clearly marked.

#### **Cable and Wire Runs**

- Avoid sharp bends in the cable. This could damage the shielding on the cables. DO NOT use staples.
- Maintain 6" or more distance from parallel electrical lines. DO NOT run cables through the same holes as electrical lines.
- Always cross over electrical lines at 90° angles where possible.

Provide approximately 4' of extra cable at the

- control cabinet termination.
- Label each cable run with the location of the jacks. This is especially important for ease of customer and utility company connection. Use proper anchoring hardware for the cables.

**\*\*Home Theater wiring is highly recommended.**

## ARCHITECTURE

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Home Wiring System Requirements Cont.

**All wiring is to be completed per current BOCA, NEC, and NFPA requirements.**

**The above listed specifications are a minimum standard. Additional outlets, wiring, equipment, etc. should be compatible with the materials and techniques shown above.**

# Building Recommendations To Support AT&T Services

## Outside Building

- Space for Optical Network Termination (ONT) placement within 4' of power meter and/or power company ground.
- Residential ONT dimensions — approximately 12.1" x 13" x 3.9" (H x W x D)
- Place two Underwriters Laboratories (UL) Listed CAT-5e UTP 4 pair cables between the ONT and the Central Wiring Panel. All Cables should be continuous wire runs without any splices.
- UL Listed 16 gauge stranded copper 1-pair cable should be installed during construction for powering the ONT from a builder selected electrical outlet with a maximum distance of 100' from the ONT.

## Inside Wiring

- Follow the ANSI/TIA/EIA-570-B residential wiring standard and the ANSI/TIA/EIA 568-A standard for data wiring terminations
- Inside wiring to the outlet locations should all originate from a Central Wiring Panel (CWP)
- Recommended Panel locations include but not limited to: utility rooms, master bedroom closets, interior garage walls and basements  
[Note: The Power Supply Unit (PSU) power cord allows piggy-back plug capability. Both PSU and CWP require a controlled environment (32° - 113° degrees)]
- Utilize a star (Hub and Spoke) topology
- Utilize UL Listed CAT-5e UTP 4 pair and Tri or Quad Shield RG-6 coaxial cable throughout the premises
- For Coax connections: compression-type connectors are required.
- **Do not Daisy-Chain or Loop the jacks together in a Series or Ring topology**
- Recommend that all jacks within the home be wired as multi-media outlet locations.

## Outlets (jacks)

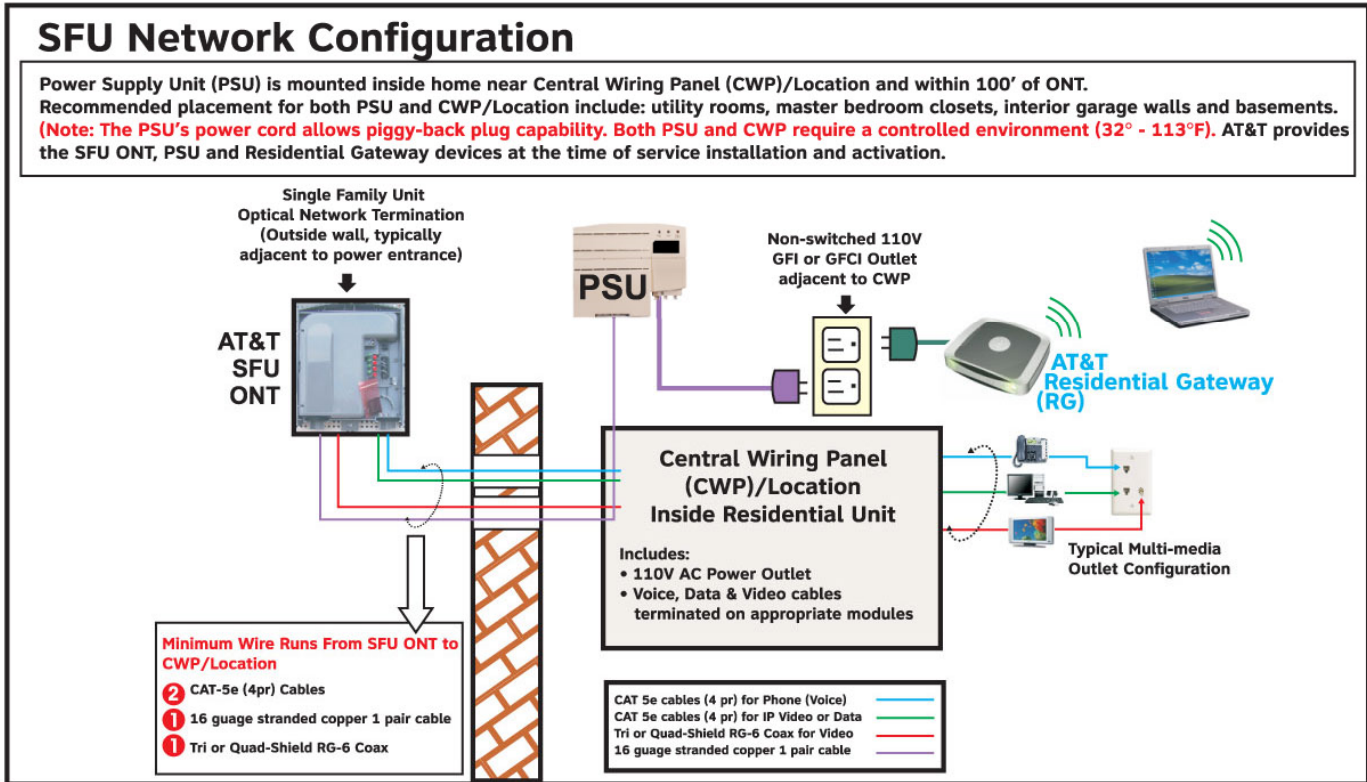
- A minimum of one (1) multi-media outlet location is recommended in each of the following rooms: kitchen, bedrooms, family/great room, den/study and office.
- Additional outlet locations should be considered to avoid exposed wiring
  - At video outlet (jack) locations provide terminations for data (RJ-45) and voice (RJ-11 or equivalent) in addition to the typical video F Connection.

### Minimum Cabling requirements:

- Voice and DATA: UL Listed CAT-5e UTP 4 pair
- Video: UL Listed CAT-5e UTP 4 pair and Tri or Quad Shield RG-6 Coax
- Tri or Quad Shield RG-6 Coax cable should have at least 80% braid coverage and a bonded inside foil
- This cable should also have a copper-clad steel center conductor

## Power Requirements

- Standard, non-switched 110VAC outlet with a ground (The plug for the Power Supply Unit has a pass through so that it does not take up an outlet.)
- Outlet may be GFI if required.
- Power Supply Unit dimension: approximately 7.5" x 9.5" x 3" (H x W x D); Loaded weight: 7 lbs.
- Location for wall-mounted power supply must be within 5' of the AC power outlet
- Power Supply Unit must be within 100' of ONT



If wire is installed that does not meet AT&T standards, AT&T may install new wiring for an additional fee. This document is not a contract, promise or representation by any AT&T company that it will build a fiber network to support the services described herein or that it will offer any such services within any particular timeframe or ever. © 2008 AT&T Intellectual Property. All rights reserved. AT&T, the AT&T logo, and other product names are trademarks and/or service marks of AT&T Intellectual Property and/or its affiliates.

FULBROOK   
ON FULSHEAR CREEK

SECTION 5 SUPPLEMENTAL GUIDELINES  
fulbrook on fulshear creek

## FOREWORD

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Fulbrook on Fulshear Creek is a unique residential community in that it has been planned and developed to celebrate the integrity and simplicity of regional small-town values. These values, demonstrated through the thoughtful land planning and meticulous attention to details, have been married with the historical character of the old town of Fulshear.

This document is presented as a minimum set of development guidelines and standards for Fulbrook on Fulshear Creek Section Five. The intended use is to provide an understanding of responsibilities of the Developer and the Builder, to develop a framework to illustrate and define design objectives and requirements to create a unified, harmonious setting for divergent lifestyles and tastes inherent in a planned development.

These guidelines are supplemental to The Declaration of Covenants, Conditions and Restrictions, and are to be used by the Architectural Review Committee (ARC) in review of plans submitted, as required by builders. Non-compliance with these guidelines is grounds for disapproval of plans. These guidelines are also for use as a standard for future compliance to maintain the integrity of the community.

In addition to these supplemental Guidelines, Builders should familiarize themselves with all information contained in the Master Residential Guidelines for Fulbrook on Fulshear Creek. These documents may be obtained from the ARC and should be reviewed thoroughly before submitting plans for approval.

Illustrative examples and descriptions are meant to insure an orderly, well maintained and attractive environment for the residents of Fulbrook on Fulshear Creek.

Fulbrook on Fulshear Creek is located in the city of Fulshear in Fort Bend County, Texas. Rules and regulations of these entities supersede the residential guidelines.



## SITE LAYOUT

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### Interior Lots

Standard single-family interior lots have a 25' front building setback, and 5' building setbacks on each side. Detached rear garages have a 3' side setback at the front corner, a 5' side setback at the rear corner and a 7' rear setback. Interior lots backing on major streets have a 25' rear setback. Perimeter lots have a 14' utility easement. Encroachment with residential structures and garages is prohibited in utility easements.

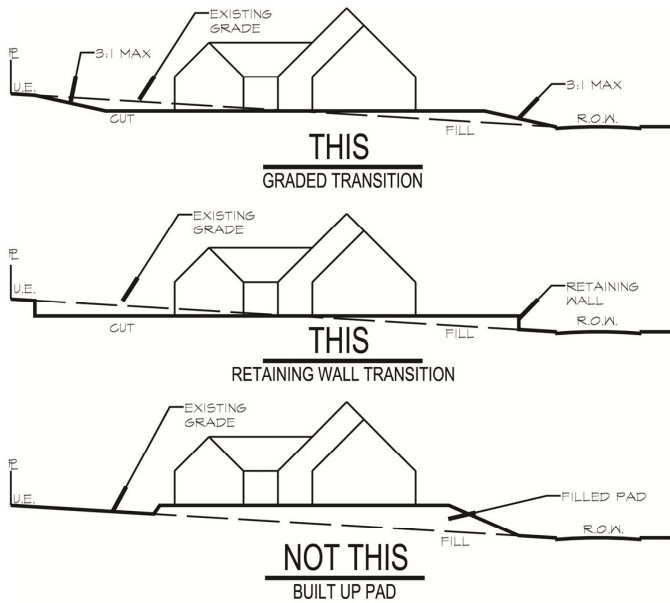
Enclosed parking for a minimum of two cars, vans or pickup trucks is required for every lot. Additional vehicles may be temporarily parked (24 hours) on paved surfaces but must be contained outside of public street right of way and must never block public sidewalks.

Boats, panel trucks, and oversized vehicles must be parked completely out of view. The Declaration of Covenants, Conditions and Restrictions further describe requirements.

Automatic garage openers are required.

## SITE LAYOUT

### Lot Grading

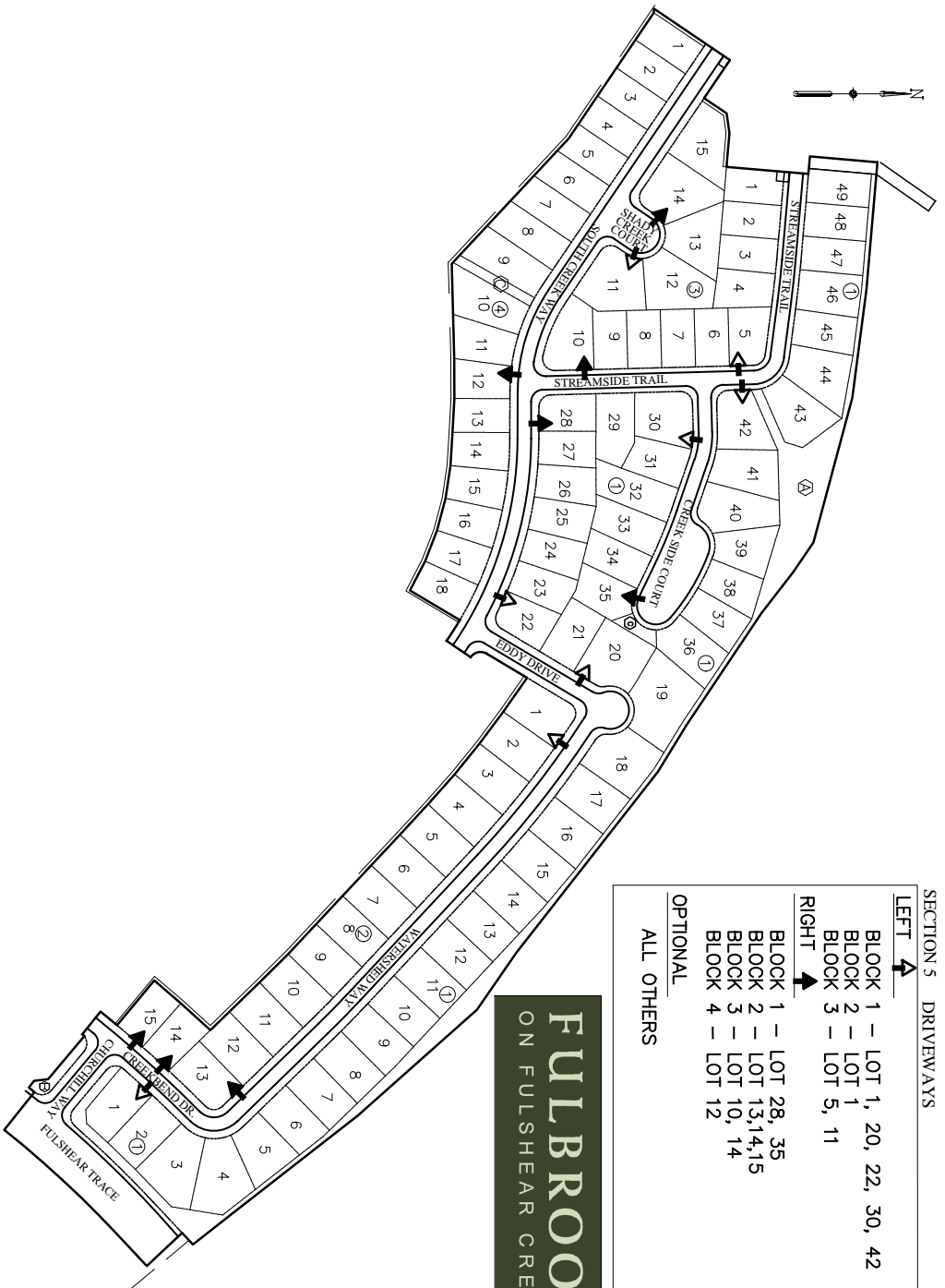


Lots are generally sloped from back to front. Lots may have grade change as much as eight to ten feet. Building pads are to run with slope of the lot. Filled pads are to be avoided. Manipulation of grade by cut and fill is preferred. Spot level home design is encouraged.

When required, retaining walls on graded slopes should be used to transition level building pads for residential construction. Retaining walls may be poured in place concrete or segmental block construction. Texture and color of segmented block walls are to be approved by the ARC. Timber construction of retaining walls is not permitted.

Where slope transition is by grading the maximum slope is not to exceed a 3:1 ratio.

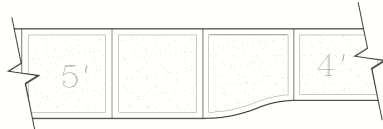
Slopes greater than 12% are to be avoided for driveways.



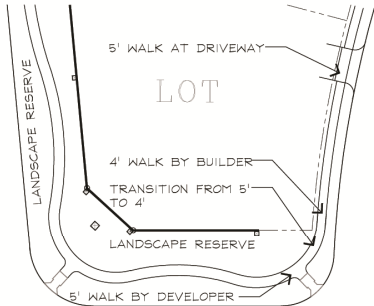
**FULBROOK**  
ON FULSHEAR CREEK

SECTION 5 DRIVEWAYS

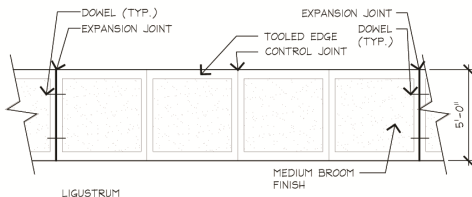
|            |                         |
|------------|-------------------------|
| LEFT       | ▲                       |
| BLOCK 1    | - LOT 1, 20, 22, 30, 42 |
| BLOCK 2    | - LOT 1                 |
| BLOCK 3    | - LOT 5, 11             |
| RIGHT      | ▶                       |
| BLOCK 4    | - LOT 28, 35            |
| BLOCK 5    | - LOT 13, 14, 15        |
| BLOCK 6    | - LOT 10, 14            |
| BLOCK 7    | - LOT 12                |
| OPTIONAL   | ●                       |
| ALL OTHERS |                         |



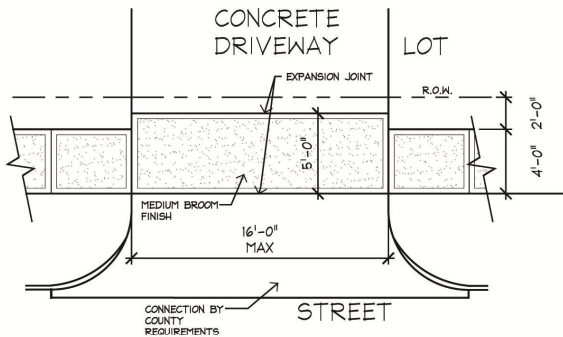
TRANSITION FROM 5' DEVELOPERS WALK TO 4' BUILDERS WALK (EXCEPT AT DRIVEWAY CROSSING)



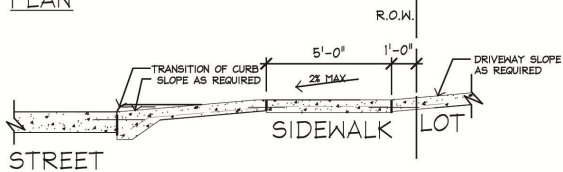
STANDARD RESIDENTIAL 4' SIDEWALK LOCATION



STANDARD SIDEWALK DETAIL



PLAN



SECTION

SIDEWALK AT DRIVEWAY

## SITE LAYOUT

### Residential Driveway/Garage Placement for Section Eight –

The following is a list by lot and block number dictating location of residential driveways and garages. Locations of driveways and garages have been determined for reasons of aesthetics, vehicular circulation and safety.

The designation of left, right or optional is determined by viewing the lot from the street right-of-way facing the lot. Side lot loading is not permitted. A variance request, in writing, may be considered for certain lots having frontage on two sides if the garage is set back from the right-of-way, at least twenty feet (20').

Left Side: *Block 1— lot 1, 20, 22, 30, 42*  
*Block 2— lot 1*  
*Block 3— lot 5, 11*

Right Side: *Block 1— lots 28, 35*  
*Block 2— lots 13, 14, 15*  
*Block 3— lot 10, 14*  
*Block 4— lot 12*

Optional: *All other lots in this section have optional garage placement*

\*\*Side lot loading is not permitted in this section.

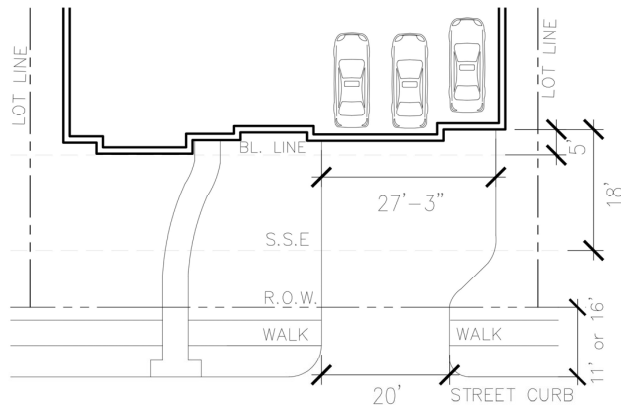
### Sidewalks Crossing Driveway

Driveways may require slopes that are in excess of TAS/ADA requirements. Where sidewalks cross driveways in public street rights of way the sidewalk shall be a minimum 5' in width and have a cross pitch complying with TAS/ADA standards of not more than 2% (1/4' in one foot). The county precinct will require removal of driveway at builder's expense before they will accept streets. Driveway cuts and driveway placing, and reinforcing shall comply with Fort Bend county regulations.

## SITE LAYOUT

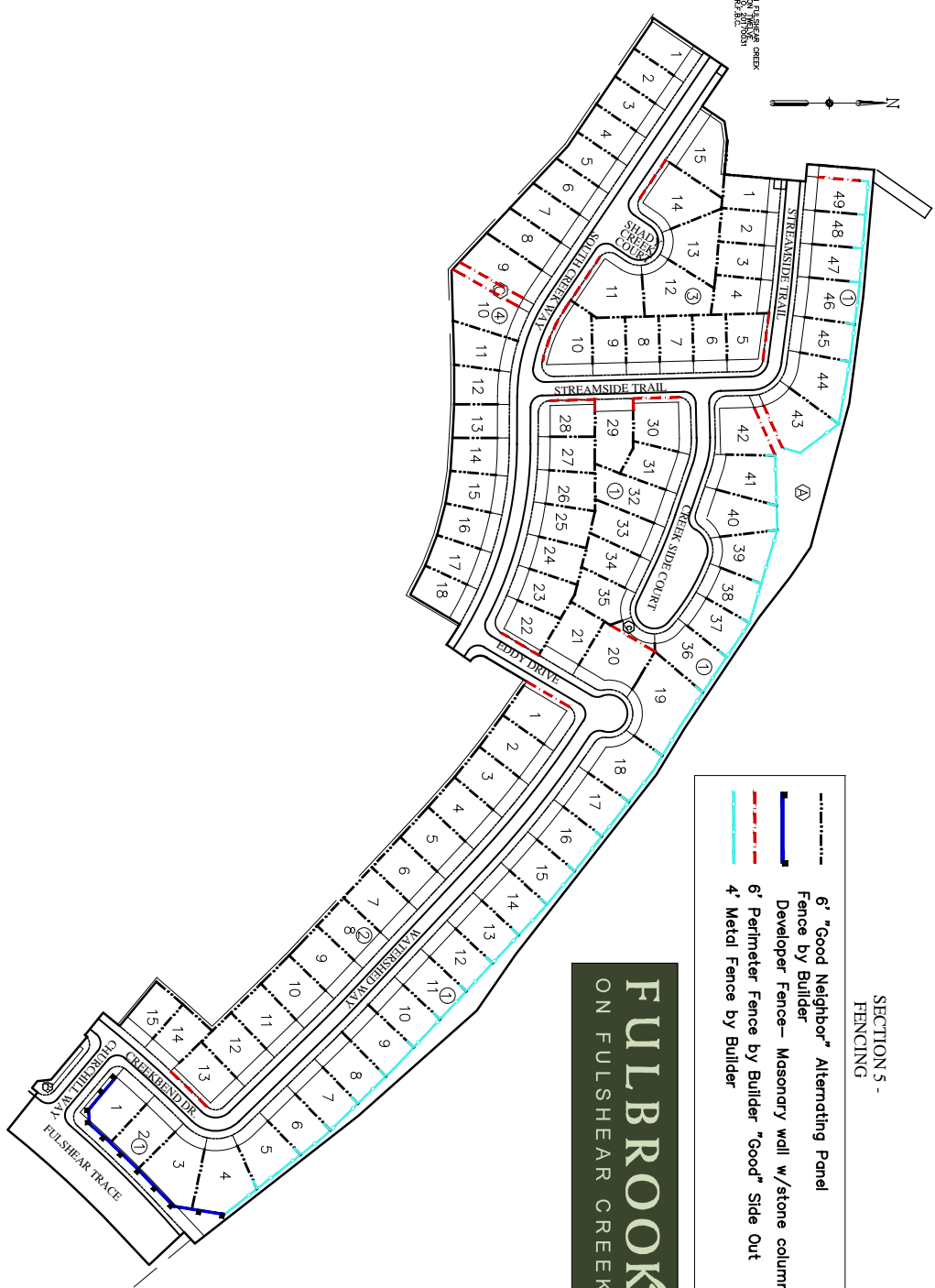
### Front loaded Three Car Driveway Requirements –

No residential driveway may exceed twenty feet (20') in width at the intersecting public street and within the public street right-of-way. A transition to a maximum width of twenty-seven feet three inches (27'-3") is allowed outside of the public street right of way. The right of way distance from the back of the street curb is eleven feet (11') in a fifty-foot (50') r.o.w. and sixteen feet (16') in a sixty-foot (60') r.o.w. before a transition can begin. The width of the driveway can not exceed the opening of the garage doors. For three car garages no additional paved aprons shall occur outside of the width of the garage.



THREE CAR GARAGE REQUIREMENTS

FULBROOK ON FULSHEAR CREEK  
 PLAN SHEET 5010030



SECTION 5 -  
 FENCING

- 6' "Good Neighbor" Alternating Panel Fence by Builder
- Developer Fence— Masonry wall w/stone columns
- - - 6' Perimeter Fence by Builder "Good" Side Out
- 4' Metal Fence by Builder



# SITE LAYOUT

## Fencing

### STONE COLUMNS BY DEVELOPER

The developer is to install 6'6" high limestone columns at the following locations

Lot 1 *Blk 1*—along Churchill Way three (3) column to be placed starting at build line midpoint and back of lot line at corners of turn towards Fulshear Trace

Lots 1-4, *Blk 1*— along Fulshear Trace eight (8) columns to be placed approximately plus/minus 45 feet on center

### 6' PERIMETER FENCE BY DEVELOPER

Lot 1-4 *Blk 1*—along Churchill Way starting at build line continuing along back of lot line parallel to Fulshear Trace. Ending at lot 4 *Blk 1* when the back of lot turns away from Fulshear Trace.

### 6' PERIMETER FENCE BY BUILDER "GOOD" SIDE OUT

Lot 22 *Blk 1*- East side of property lines paralleling Eddy Drive ending at build line.

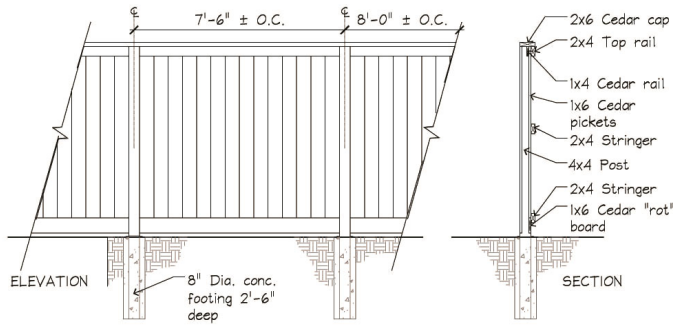
Lot 20 *Blk 1*- West rear side of property line paralleling landscape easement 'C'.

Lot 28 *Blk 1*- West side of property lines paralleling Streamside Trail turning 90 degrees and ending at build line of Lot 29.

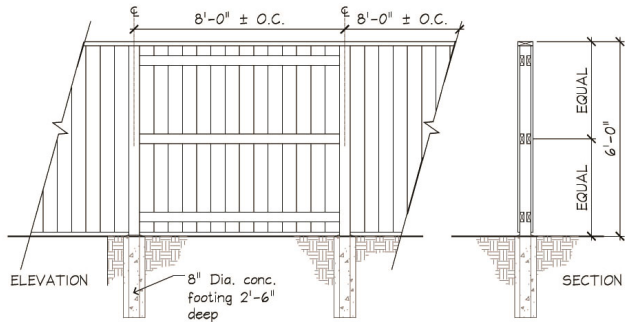
Lot 30 *Blk 1*- West side of property lines paralleling Streamside Trail turning 90 degrees and ending at build line of Lot 29.

Lot 42,43 *Blk 1*- On the side of property lines adjacent to drainage easement.

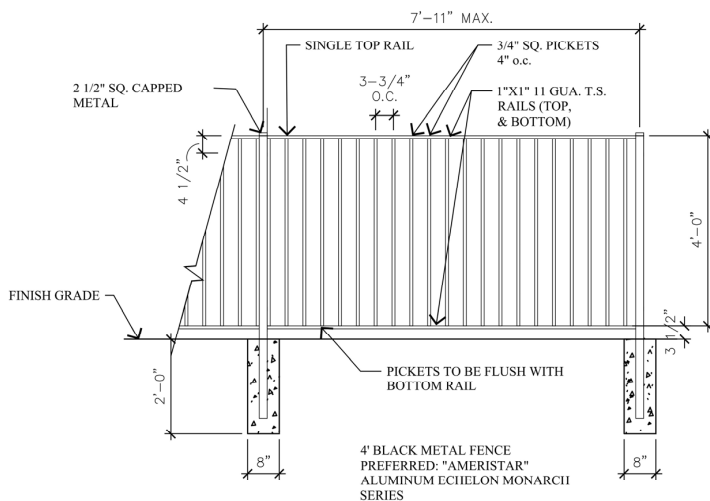
Lot 49 *Blk 1*- On the West side of property lines adjacent to drainage easement.

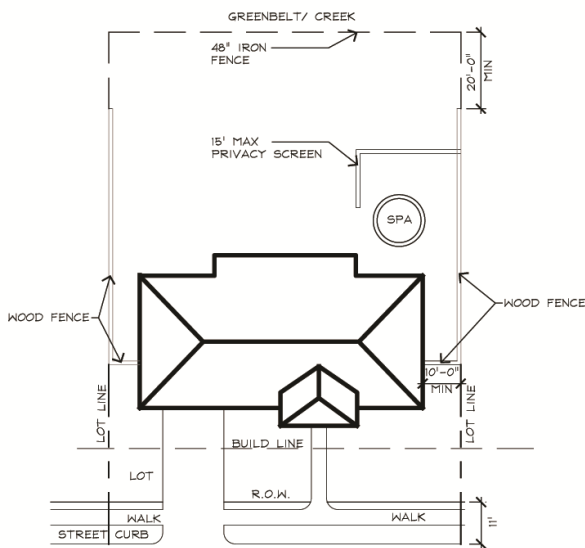


6' GOOD SIDE OUT FENCE



6' ALTERNATING "GOOD NEIGHBOR" FENCE





Privacy Fencing may be accomplished as illustrated

Lot 1 *Blk 2*- West side of property lines paralleling Eddy Drive ending at build line.

Lot 13 *Blk 2*- East side of property lines paralleling Creekbend Drive ending at build line.

Lot 5 *Blk 3*- North side of property lines paralleling Streamside Trail ending at build line.

Lot 10-11 *Blk 3*- South side of property lines paralleling South Creek Way ending at build line.

Lot 14 *Blk 3*- South side of property lines paralleling South Creek Way ending at build line.

Lot 9, 10 *Blk 4*- Sides of property lines paralleling Landscape reserve "C" ending at build line.

**4' METAL BY BUILDER**

Lot 4-19, 36-41 *Blk 1*- North rear property lines, Metal fence to go up 20' of shared fence towards residence

Lot 43-49 *Blk 1*- North rear property lines, Metal fence to go up 20' of shared fence towards residence

**6' ALTERNATING "GOOD NEIGHBOR" FENCE BY BUILDER**

All other interior, rear and side fencing shall be the responsibility of the builder. Wood fences on interior lots shall be constructed using alternating panels as illustrated.

Side lot alternate panel "good neighbor" fencing on interior lots shall extend from the rear property line to a maximum distance of 10' behind the front of the residence. Fences running parallel to the front face of the residence must have a cap and be of the same design as the perimeter fence shown in the Master Design Guidelines for Fulbrook on Fulshear Creek



## LANDSCAPE

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### general responsibilities

#### District Property

Any property located outside of a homeowner's property line, and owned by the District, should not be cleared, landscaped, or otherwise improved or utilized for any such use without specific authorization from the District. One of the most important functions of the District is to provide drainage facilities and services within its boundaries. As such, it is important that the drainage channel, known as Fulshear Creek, and the area adjacent to Fulshear Creek remain free of debris or improvements of any kind (for example, gardens, benches, sheds, etc.) in order to provide appropriate and necessary drainage to the subdivision. Residents are encouraged to contact the District to report any illegal dumping, including dumping of construction debris, or any unauthorized use of property located behind residential lots along Fulshear Creek. Additionally, in order to prevent erosion the the area behind residential lots along Fulshear Creek, clearing along property adjacent to Fulshear Creek is prohibited.

Additionally, trees located on District property, including trees along Fulshear Creek, are owned and maintained by the District. However, any tree limbs or branches hanging over a resident's fence, or otherwise encroaching on a resident's property, may be trimmed or removed by the resident up to point of such resident's property line or fence. The District encourages residents to contact the District with any concerns about trees on District property that appear to be dead or diseased, or otherwise display characteristics that present a possible danger of falling on its own or is exposed to naturally occurring external force. The District had implemented procedures to address any such issues in a timely manner.

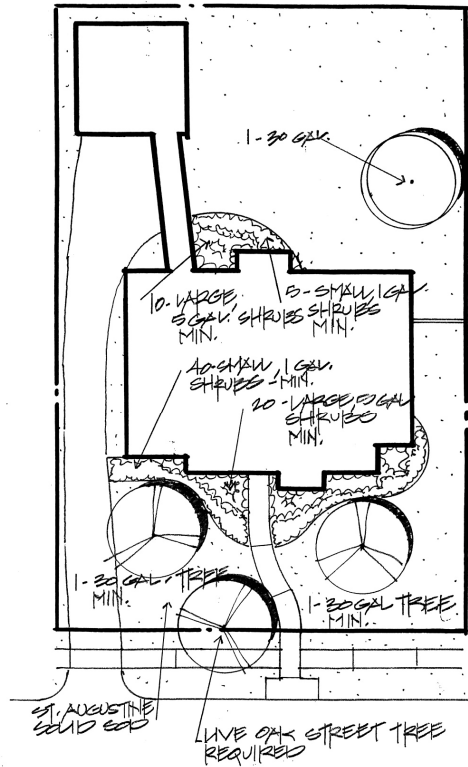
The District will provide maintenance of the area a minimum of five feet (5') inside the District property on a quarterly basis. The area begins at the rear lot line and will be maintained by mowing and/or weed eating up to the fence line of adjoining lots.

#### Developer

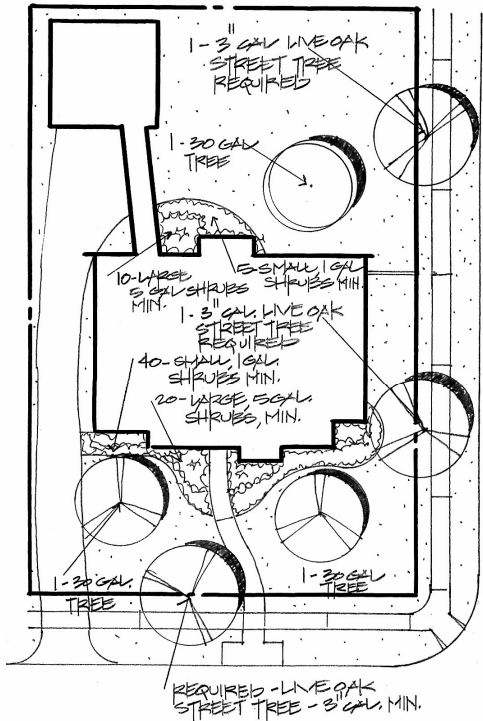
The developer is to landscape common open spaces, major street esplanades and rights of way, project entry features and entries into individual sections. The maintenance of these areas will be by the Fulbrook on Fulshear Creek Home Owners Association. The Community Association will also review all plans for conformance to the landscape guidelines through the ARC.

#### Builder/Owner

The builder/owner is responsible for landscaping all areas on his property (lot) and the portion of the street right of way between the property line and the street curb is also to be landscaped and maintained by the builder/owner. Front lawn irrigation systems are required. The owner of the property is to adhere to these guidelines upon and after initial installation.



INTERIOR LOT



CORNER LOT

## LANDSCAPE

Minimum Residential Landscaping Requirements  
Lots 70' - 75' Wide

### STREET TREES

All lots regardless of size are required to have a minimum of one 3" caliper-45 gallon (minimum) Live Oak Tree (*Quercus Virginiana*) planted on the property/right of way line as near as possible to the center of the lot-the tree is to be between the sidewalk and residence.

### CORNER LOT STREET TREES

In Addition to the above street tree requirements side yards on public streets require the additional planting of a minimum of 2 live oak street trees approximately 50' on center on the property/right of way line, inside the sidewalk.

### ADDITIONAL TREES

Two (2) additional trees are required in front yards of all lots and one (1) additional tree is required in the rear yard and between each lot minimum size 30 Gal. container. Because of soil types pine trees are discouraged as an appropriate tree for the Fulbrook on Fulshear Creek Subdivision.

### SHRUBS

Planting beds are to be curvilinear with the shrubs massed in tiers-smaller border plants, groundcover and shrubs to the front and larger shrubs to the back of the bed. Grouping of shrubs of same species provide a substantial look. A single row of foundation planting is not acceptable. Radius beds with a 10' minimum from building and various widths are encouraged. Mulch all beds with two inches (2") of shredded bark mulch.

No gravel or rock of any size or color is permitted for use or substitution for shrubs, ground cover, mulch, or grass lawns. Specimen boulders and stone borders are permitted.

## LANDSCAPE

Minimum Residential Landscaping Requirements  
Lots 70' - 75' Wide Continued

### PLANT SELECTION

Plants used as minimum requirements shall be selected from the approved plant list.

### FRONT YARDS

A minimum of twenty (20) large shrubs (5 gallon) and forty (40) small shrubs (1 gallon) are required for front yards.

### REAR YARDS (Public Views)

A minimum of ten (10) large (5 gallon) and five (5) small (1 gallon) shrubs are required in the rear of lots if open to common open space or open to public view.

### GRASS

All of yards in public view shall be grassed with Hybrid Bermuda Grass (solid sod).

## LANDSCAPE

### Minimum Residential Landscaping Requirements Lots 80' wide & over

#### Trees

One machine dug or one forty-five gallon (45 Gal.) live oak street tree (*Quercus virginiana*) is required to be planted on property line/right of way line behind public sidewalk. Corner lots required two street trees and may be planted between the sidewalk and curb.

An Additional two trees of the same species or trees from the approved plant list are required to be planted in front yards of at least thirty-gallon (30 Gal.)

Where there are fewer than two existing trees in rear yards open to public view, two additional thirty-gallon (30 Gal.) trees are required.

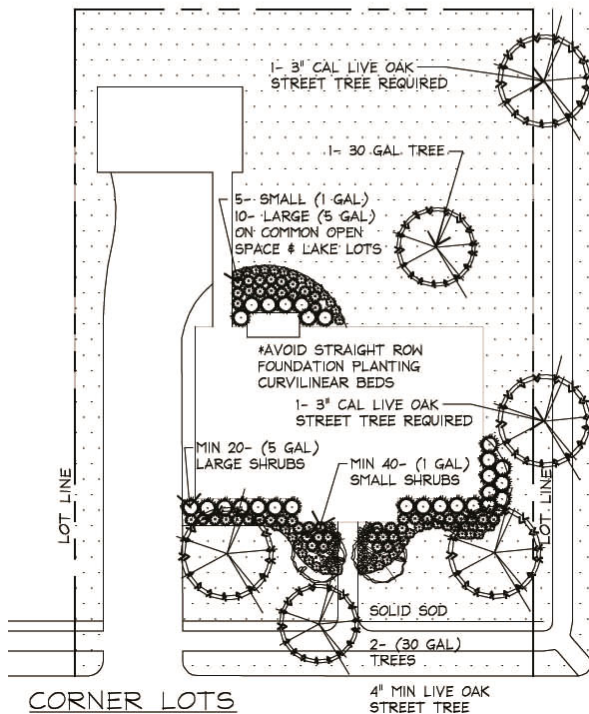
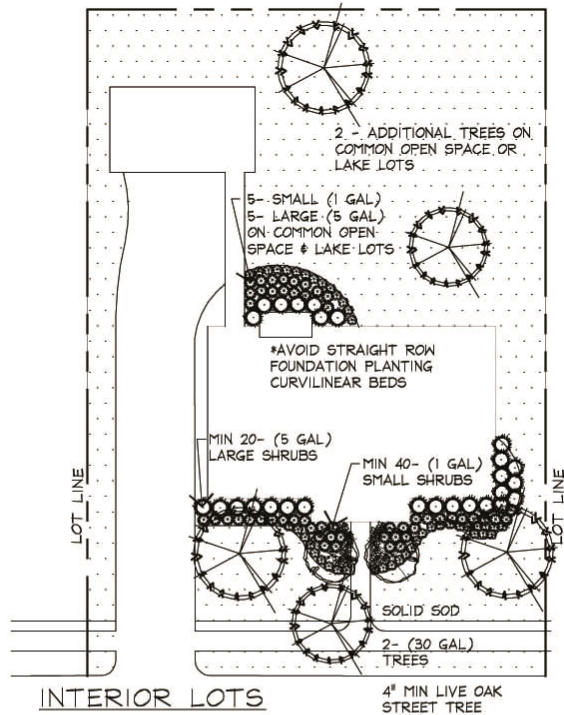
The required trees must be a minimum of four inches (4") in caliper. Because of local soil types pine trees are discouraged!

#### Shrubs

Lots eighty feet (80') wide and over require the planting of a minimum of sixty (60) small one (1) gallon shrubs and thirty (30) large five (5) gallon shrubs. Common open space lots are to have an additional 30 small shrubs and 15 large shrubs in the rear yard when it is open to public view.

Planting beds are to be curvilinear with the shrubs massed in tiers – (smaller shrubs in the front of the bed larger shrubs to the back). Groupings of shrubs of the same species provide a substantial look. A single row of foundation planting is not acceptable. Radius beds of a ten-foot (10') minimum from building and vary widths of beds. (Mulch all planting beds with 2" shredded bark.) Mulch to be black or brown no red mulch is permitted.

No gravel or rock of any size or color is permitted for use or substitution for shrubs, ground cover, mulch, or grass lawns. Specimen boulders and stone borders are permitted. All grass visible from the street is to be Hybrid Bermuda Grass (solid sod).



## LANDSCAPE

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### PLANT SELECTION

Plants used as minimum requirements shall be selected from the approved plant list.

### ***PREFERRED SPECIMEN TREES***

Live Oak  
Water Oak  
White Oak  
Red Oak  
Willow Oak  
Shumard Oak  
Post Oak  
Sweetgum  
Bald Cypress  
River Birch  
Southern Magnolia  
Bradford Pear  
Pecan  
Golden Raintree  
Evergreen Chinese Elm  
Cedar Elm  
Short Leaf Pine  
Long Leaf Pine  
Southern Sugar Maple

### ***PREFERRED SMALL TREES***

Flowering Dogwood  
Eastern Red Bud  
Crapemyrtle  
Red Haw Viburnum  
Black Haw Viburnum  
Fringe Tree  
Yaupon  
Wax Myrtle  
Vitex  
American Holly  
Dahoon Holly  
Ligustrum  
Sassafras  
European Olive  
Loquat  
Saucer Magnolia  
Parsley Hawthorn  
Orchid Tree  
Mexican Buckeye

## LANDSCAPE

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### Preferred Plant List Cont.

Basswood  
Mexican Plum  
Possumhaw Holly

### ***PREFERRED SHRUBS***

“Snow White” Indian Hawthorn  
“Spring Time” Indian Hawthorn  
“Enchantress” Indian Hawthorn  
Dwarf Yaupon  
Wheelers Dwarf Pittosporum  
Variegated Pittosporum  
Nandina  
Frazer’s Photinia  
Ligustrum  
Banana Shrub  
Japanese Yew  
Laurel-Leaf Cocculus  
Oleander  
Gardenia  
Japanese Viburnum  
Xylosoma  
Japanese Cleyera  
Andora Creeping Juniper  
Sea Green Juniper  
Dwarf Chinese Holly  
Juniper Varieties

Sago Palm  
Indica Azalea  
Camelia  
Bridal Wreath  
Pyracantha  
Flowering Quince  
Karume Azalea

### ***GROUNDCOVER, VINES AND SPECIALITY PLANTS***

Ajuga Carpet Bugle  
Japanese Star Jasmine  
English Ivy  
Algerian Ivy  
Fig Ivy  
Fatsia  
Fatshedera  
Louisiana Iris

## LANDSCAPE

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### Preferred Plant List Cont.

Holly Fern  
Sprengeri Fern  
Sword Fern  
Day Lily  
Mary Perkins Climbing Rose  
Trumpet creeper  
Carolina Jessamine  
Monkey Grass  
Chinese Star Jasmine  
Wood Fern  
Coral Honeysuckle  
Purpleleaf Honeysuckle  
Wisteria  
Evergreen Wisteria  
Banks Rose  
Wedelia

### ***TURF GRASS***

All yards in public view shall be grassed with Hybrid Bermuda Grass (Solid Sod).

### ***ANNUAL & PERENNIAL FLOWERS***

The planting of seasonal color is highly encouraged for personal enjoyment and enhancing property. A list is not provided because of the numerous choices and seasonal availability.

Colorful and fragrant flowering plants are attractive to humming birds and butterflies. The owner is encouraged to experiment with a varied palette of plants. Massing of flowering plants can be more spectacular, than scattering color throughout planting beds. Color can best be utilized at the main entrance of the residence and to call attention to architectural features.



## SIGNAGE

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### Yard art

No more than two (2) signs are to be exhibited in any yard at one time. Signage is inclusive of, but not limited to the following: school spirit signs, yard art/ plaques, holiday recognition (with the exception of December holidays), home repair endorsements, public office elections, or political statements.

School spirit signs are to be located within close proximity to house façade, in planting bed. Exceptions to location and quantity must be approved by the ARC.

Signage and yard art must be tastefully located within planting beds. Freestanding yard art is prohibited. Signage and yard art must also reflect architecture of house and adjacent planting materials.

# ARCHITECTURE

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## Exterior Elevations

There shall be at least three (3) lots between any lots with the same elevation. Lots across the street from one another and around street corners will be treated as adjacent for purposes of determining the location of floor plans and elevations. In addition, lots with adjoining rear lot lines may not have the same elevations.

# ARCHITECTURE

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## Exterior Lighting

The philosophy of exterior lighting, where used, is to minimize the impact to neighbors. Exterior residential lighting should convey a warm, inviting atmosphere. Care is to be taken in placement and selection of fixtures and types of light sources and encourage compliance with "Dark Skies" concepts.

All exterior lighting is to conform to Orders for Regulation of Outdoor Lighting in the Unincorporated Areas of Fort Bend County Texas. The subdivision is in Outdoor Lighting zone 3. Builders and Homeowners shall follow the requirements. Of particular note are items under Article IV (4.2) Shielding and Aiming Requirements. Attention is called to "C" and "F" excerpted from the Ordinance included here within.

C) Architectural and landscape illumination: Luminaries must be shielded to illuminate only the intended target, which if not possible, then the lighting is restricted to illuminating the intended target such that no stray light passes above the horizontal plane. All architectural and landscape illumination, excluding those used in a residential home, shall be turned off or reduced to minimum security levels between 11:00 pm local time to sunrise by the use of automatic timing equipment.

F) Spotlights and floodlights elevated above the ground on poles or building and used for area lighting must be adjusted so that their axis of illumination is at an angle not greater than 20 degrees measured from the vertical line between the fixture and the ground. This does not apply to outdoor recreational facilities addressed in Subsection 6.8 (Reference Section 10, Exhibits 1 and 2.)

This Ordinance can be located at [www.fortbendcountygov.com](http://www.fortbendcountygov.com)

Exterior Lighting Plans shall be submitted with the Exterior Elevations Plans to the ARC for the Final Plan Approval. Final Plan Approval of the Exterior Elevations Plan may be withheld until the Lighting

## ARCHITECTURE

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### Exterior Lighting

Plan has been approved by the ARC. Specific design and manufacturer models for the Lighting Fixture Types should be submitted to the ARC for approval.

Restrained exterior illuminations of architectural features such as columns, entries and landscaping are permitted. The Builder and/or Homeowner are to install and maintain lighting on individual lots in a manner to not cause distraction, nuisance or to be unsightly. Lighting should not conflict with the sight lines of pedestrians and motorists. Light Sources should not *spill over* into neighboring yards or produce glare to adjoining landowners or public right-of-ways. Porch sconce lighting to be of high quality low intensity light output complementing the style of the residence. Natural gas lighting is acceptable.

Ground landscape lighting or decorative fixtures should be of high quality materials and workmanship and be in scale and style with the residence. All lighting sources should be approved by the ACR.

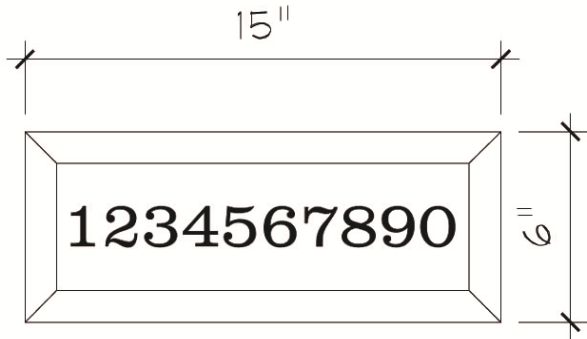
Pole lighting to be a maximum of **10'** in height, the bulb must be shielded, and set a minimum of **10'** off and inside the property line. Pole lighting is not permitted in the front yard of residence. Attention is called to "F" excerpted from the Ordinance included on previous page.

Colored lenses, low pressure sodium, high pressure sodium and neon lighting, mercury vapor security lights, and blue (lighting to be in warm Kelvin range) LED solar path lights are expressly prohibited, when visible from outside of property boundaries. Landscape LED flood, spot, step, and path lighting to be in warm Kelvin range similar to incandescent lighting.

The responsibility to prevent and/or correct any distraction, glare, nuisance, safety, spill over, and unsightliness caused by installed lights shall remain with the Builder and/or Homeowner.

## ARCHITECTURE

### Address identification



All residential addresses are to be identified with numerals as part of an integral sign plaque of cast stone, brass or bronze. All homes are to have uniform letter sizes and styles. The use of address plaques is encouraged for all residences. Builders must submit the design for their address plaque to the ARC for approval. Once approved, that design will become the uniform style for all their homes.

Recommended plaque size is to be approximately fifteen inches (15") horizontal and six inches (6") vertical.

Plaque is to be pin or stud mounted to the wall of the residence.

Plaque background is to be dark brown matte finish with raised smooth bronze color border and letters, if metal. Cast stone plaque shall have recessed, painted numbers.

Address plaque is to be installed by homebuilder before occupancy.

Clarendon typeface is the preferred number style.

The illustrated location is a typical recommendation. Generally, for ease of finding the address, the builder should be consistent in the placement of addresses. No builder logos on address plaques are allowed.

## ARCHITECTURE

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### Roofing

Roof plan may be designed with hips and gables combined as an outgrowth of the plan form but are often most successful when using one or the other or using the change as accent only.

Front facing gables are particularly bad when placed over the garage door. The unshielded exposure of garage doors is helped greatly by way of a low plate line over the door.

Changes in roof geometry are best when accompanied by offsets in the plan.

Roof pitches should be a minimum of 5 in 12.

Mansard, gambrel, shed, flat (built up) roofing geometry is not allowed.

Standing seam metal (factory finished steel), terne metal or copper and metal shingles require special consent of the ARC. Villages of production type housing shall have 240# composition shingles in color ranges approximating the color of weathered cedar shingles.

## ARCHITECTURE

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### GARAGES

Roofs over garage should be as low as possible sloping toward the street. The highest roofs should not occur over the garage due to added visual emphasis.

Treatment of detail on garage doors should be consistent with the overall character of the house. This may be accomplished with one or two well placed windows along the top of the garage door and by breaking up the mass with paneled construction.

When two car garages are built, doors may be two single doors divided by a column, or one double door wide enough for 2 car access.

Ornamental wood doors are permitted with stain or paint colors complementary to other building trim and materials. No particle board doors are permitted. All garage doors are to be metal and insulated. Glass fenestrations are permitted. No reflective film or foil is permitted on the windows.

Garages cannot exceed the residential lot's main dwelling in height nor stories.

A detached garage must be connected to the residence by a breezeway or covered walk.

Carports (porte cochere) constructed of the same building materials and as an integral part of the residence are acceptable. All other carports are prohibited.

Garages, at a minimum, must be able to accommodate the storage of two (2) full size automobiles at the same time and, at a maximum, can accommodate the storage of three (3) full size automobiles at the same time. Extensions in the length of a garage which permits additional storage space is permitted.

All garage doors should be of metal design and colored to complement the adjacent wall.

Automatic garage door openers are required

# ARCHITECTURE

## Home Wiring System Requirements

### **Material Specifications**

**Telephone jacks** Category 5e, eight conductor, UL listed, CSA certified jacks. Insertion loss of less than 0.40 dB at 100 MHz.

**Telephone cable** Category 5e, eight conductor (4 pair). Must comply with EIA/TIA 568a specifications for 100-MHz UTP premise wiring. Either PVC jacketed or plenum spec is acceptable, choice up to contractor depending on requirements of individual runs.

### **Coaxial cable jacks**

Connector: F56 Crimp Connector, 1/2 inch attached ring.  
Jack: UL listed type F-81 Type bulkhead jack, Leviton 4068 or equivalent

**Coaxial cable** Quad shielded RG6. Either PVC jacketed or plenum spec is acceptable. Choice up to contractor, dependent on requirements of state and local codes for individual runs.

**Data cable jacks** Category 5e, eight conductor UL listed CSA certified jacks. Insertion loss of less than 0.40 dB at 100 MHz.

**Data cable** Category 5e, eight conductor (4 pair). Either PVC jacketed or plenum spec is acceptable, choice up to contractor depending on requirements of state and local codes for individual runs.

**Entry Alarm System** Minimum 6-zone non-proprietary system consisting of:

- Battery backup
- Telephone interface, RJ31X or equivalent wired to facilitate line seizure.
- Contact devices on all windows and doors (any opening greater than 96 square inches).
- Must be downloadable, accessible and unlocked for remote programming.
- Wiring in place for a minimum of three keypads. (Two entry doors and master bedroom).



# ARCHITECTURE

## Home Wiring System Requirements Cont.

- Wiring in place for a motion sensor in main living area.
- All wires must be home run to the central location of alarm control panel and properly labeled.
- **OPTIONAL Non-Proprietary MONITORABLE** fire alarm system. Install smoke detector(s), quantity and placement as required by building codes.
- **OPTIONAL Video Surveillance**  
Minimum two camera wiring in place at front and back door as follows:

Wiring for cameras at front and back doors is to include a coaxial cable and an 18-gauge 2 conductor stranded wire run to appropriate location to provide unobstructed view of traffic at front and back door. Wire shall be terminated at a single gang electrical box and home run to structured wiring cabinet. Location of box shall be under the patio or other cover suitable to provide adequate protection from direct exposure to environmental hazards.

### **Control Cabinet**

#### Control Cabinet

- UL approved
- Fits between 16" stud spacing
- Flush mount
- Sufficiently houses coax and telecom distribution panels
- Includes 12" by 12" of empty space
- 110 AC outlet inside

#### Coax Distribution Panel

- Passive video splitter
- One input, minimum of eight outputs
- Standard "F" type connectors
- Bandwidth: 5 MHz—1 GHz

#### Telecom Distribution Panel

- Accommodates all incoming phone lines
- Flexible distribution to a minimum of 8 telephone locations with expansion capability.

## ARCHITECTURE

### Home Wiring System Requirements Cont.

- Security system compatible.  
(Must be clearly labeled and wired properly to achieve line seizure)
- Voice ports meet TIA 568A category 3 specifications
- Data ports meet TIA category 5 specifications
- All voice connectors are to be wired to TIA 568A

#### **Outlet Requirements**

There should be a minimum of one data, cable TV, and phone outlet in every livable space (i.e. bedrooms, family rooms, den, office, study, gameroom, etc.). Each of these outlet locations must also have an additional Category 5e cable (Trimming the additional Category 5e cable is optional). In addition, traditional kitchen phone outlet and outlets containing telephone, cable and data at any entertainment media centers is required. While telephone and CATV outlets must be trimmed out, the data outlets may be marked and blanked for future trimming. All cables in the control cabinet must be clearly marked.

#### **Cable and Wire Runs**

- Avoid sharp bends in the cable. This could damage the shielding on the cables. DO NOT use staples .
- Maintain 6" or more distance from parallel electrical lines. DO NOT run cables through the same holes as electrical lines.
- Always cross over electrical lines at 90° angles where possible.

Provide approximately 4' of extra cable at the

- control cabinet termination.
- Label each cable run with the location of the jacks. This is especially important for ease of customer and utility company connection. Use proper anchoring hardware for the cables.

**\*\*Home Theater wiring is highly recommended.**

## ARCHITECTURE

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Home Wiring System Requirements Cont.

**All wiring is to be completed per current BOCA, NEC, and NFPA requirements.**

**The above listed specifications are a minimum standard. Additional outlets, wiring, equipment, etc. should be compatible with the materials and techniques shown above.**

# Building Recommendations To Support AT&T Services

## Outside Building

- Space for Optical Network Termination (ONT) placement within 4' of power meter and/or power company ground.
- Residential ONT dimensions — approximately 12.1" x 13" x 3.9" (H x W x D)
- Place two Underwriters Laboratories (UL) Listed CAT-5e UTP 4 pair cables between the ONT and the Central Wiring Panel. All Cables should be continuous wire runs without any splices.
- UL Listed 16 gauge stranded copper 1-pair cable should be installed during construction for powering the ONT from a builder selected electrical outlet with a maximum distance of 100' from the ONT.

## Inside Wiring

- Follow the ANSI/TIA/EIA-570-B residential wiring standard and the ANSI/TIA/EIA 568-A standard for data wiring terminations
- Inside wiring to the outlet locations should all originate from a Central Wiring Panel (CWP)
- Recommended Panel locations include but not limited to: utility rooms, master bedroom closets, interior garage walls and basements  
[Note: The Power Supply Unit (PSU) power cord allows piggy-back plug capability. Both PSU and CWP require a controlled environment (32° - 113° degrees)]
- Utilize a star (Hub and Spoke) topology
- Utilize UL Listed CAT-5e UTP 4 pair and Tri or Quad Shield RG-6 coaxial cable throughout the premises
- For Coax connections: compression-type connectors are required.
- **Do not Daisy-Chain or Loop the jacks together in a Series or Ring topology**
- Recommend that all jacks within the home be wired as multi-media outlet locations.

## Outlets (jacks)

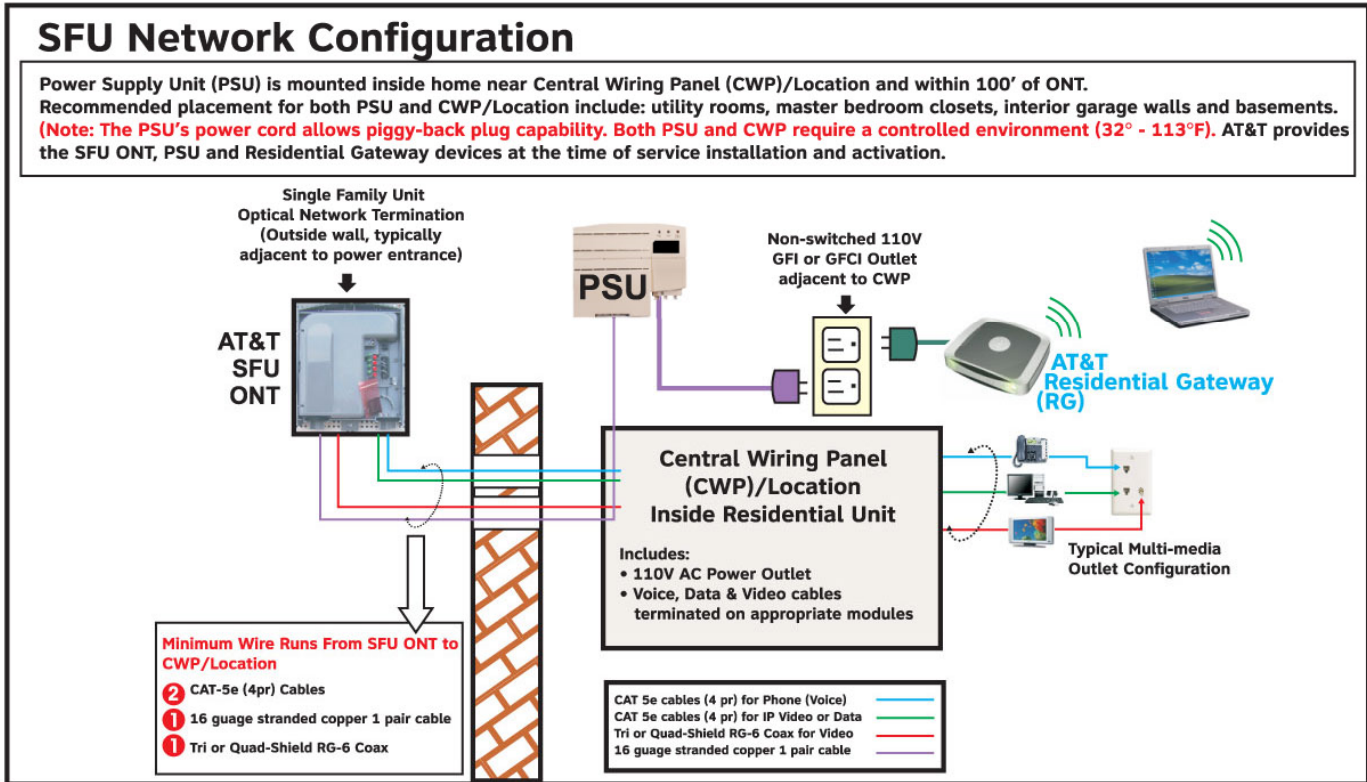
- A minimum of one (1) multi-media outlet location is recommended in each of the following rooms: kitchen, bedrooms, family/great room, den/study and office.
- Additional outlet locations should be considered to avoid exposed wiring
  - At video outlet (jack) locations provide terminations for data (RJ-45) and voice (RJ-11 or equivalent) in addition to the typical video F Connection.

Minimum Cabling requirements:

- Voice and DATA: UL Listed CAT-5e UTP 4 pair
- Video: UL Listed CAT-5e UTP 4 pair and Tri or Quad Shield RG-6 Coax
- Tri or Quad Shield RG-6 Coax cable should have at least 80% braid coverage and a bonded inside foil
- This cable should also have a copper-clad steel center conductor

## Power Requirements

- Standard, non-switched 110VAC outlet with a ground (The plug for the Power Supply Unit has a pass through so that it does not take up an outlet.)
- Outlet may be GFI if required.
- Power Supply Unit dimension: approximately 7.5" x 9.5" x 3" (H x W x D); Loaded weight: 7 lbs.
- Location for wall-mounted power supply must be within 5' of the AC power outlet
- Power Supply Unit must be within 100' of ONT



If wire is installed that does not meet AT&T standards, AT&T may install new wiring for an additional fee. This document is not a contract, promise or representation by any AT&T company that it will build a fiber network to support the services described herein or that it will offer any such services within any particular timeframe or ever. © 2008 AT&T Intellectual Property. All rights reserved. AT&T, the AT&T logo, and other product names are trademarks and/or service marks of AT&T Intellectual Property and/or its affiliates.

# Fulbrook on Fulshear Creek Homeowners Association, Inc.

Financials



**Fulbrook on Fulshear Creek Homeowner's Association Inc.**  
12/31/2020

**Included Reports**  
Comparative Balance Sheet  
Income & Expense Statement

**Copies**  
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F029 Fulbrook on Fulshear Creek Homeowner's Association Inc.  
Comparative Balance Sheet  
12/31/2020

Page: 1

c/o LEAD Association Management  
13231 Champion Forest Dr #112  
Houston TX 77069

|                            | Current<br>Month                     | Prior<br>Month    | Variance          |                   |
|----------------------------|--------------------------------------|-------------------|-------------------|-------------------|
| <b>ASSETS</b>              |                                      |                   |                   |                   |
| <b>OPERATING ACCOUNTS</b>  |                                      |                   |                   |                   |
| 1010                       | Operating Account-CIT Bank           | 238,280.64        | 145,473.32        | 92,807.32         |
| 1030                       | Petty Cash - CIT Bank                | 2,645.76          | 2,645.65          | 0.11              |
|                            | <b>TOTAL OPERATING ACCOUNTS</b>      | <b>240,926.40</b> | <b>148,118.97</b> | <b>92,807.43</b>  |
| <b>RESERVE ACCOUNTS</b>    |                                      |                   |                   |                   |
| 1510                       | Reserve Account - CIT Bank           | 64,422.13         | 64,413.92         | 8.21              |
|                            | <b>TOTAL RESERVES</b>                | <b>64,422.13</b>  | <b>64,413.92</b>  | <b>8.21</b>       |
| <b>ACCOUNTS RECEIVABLE</b> |                                      |                   |                   |                   |
| 1210                       | A/R Assessments                      | 62,397.62         | 63,604.14         | (1,206.52)        |
| 1230                       | A/R Late Fee/Finance Charges         | 9,988.26          | 9,800.77          | 187.49            |
| 1240                       | A/R Closing Contributions            | 3,600.00          | 2,975.79          | 624.21            |
| 1250                       | A/R Legal Fees                       | 11,289.49         | 10,625.93         | 663.56            |
| 1270                       | A/R Admin Fees                       | 1,866.14          | 1,948.14          | (82.00)           |
| 1285                       | A/R Violation Fees                   | 13.00             | 13.00             | 0.00              |
| 1290                       | A/R Miscellaneous                    | 115.27            | 115.27            | 0.00              |
|                            | <b>TOTAL ACCOUNTS RECEIVABLE</b>     | <b>89,269.78</b>  | <b>89,083.04</b>  | <b>186.74</b>     |
| <b>PREPAID EXPENSES</b>    |                                      |                   |                   |                   |
| 1600 010                   | Prepaid Expenses - Prepaid Insurance | 6,180.73          | 6,569.72          | (388.99)          |
| 1600 020                   | Prepaid Expenses - Prepaid Expense   | 0.00              | 1,000.00          | (1,000.00)        |
|                            | <b>TOTAL PREPAID EXPENSES</b>        | <b>6,180.73</b>   | <b>7,569.72</b>   | <b>(1,388.99)</b> |
|                            | <b>TOTAL ASSETS</b>                  | <b>400,799.04</b> | <b>309,185.65</b> | <b>91,613.39</b>  |

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F029 Fulbrook on Fulshear Creek Homeowner's Association Inc.  
Comparative Balance Sheet  
12/31/2020

Page: 2

c/o LEAD Association Management  
13231 Champion Forest Dr #112  
Houston TX 77069

|                                 |                                       | Current<br>Month  | Prior<br>Month    | Variance         |
|---------------------------------|---------------------------------------|-------------------|-------------------|------------------|
| <b>LIABILITIES &amp; EQUITY</b> |                                       |                   |                   |                  |
| <b>LIABILITIES</b>              |                                       |                   |                   |                  |
| 2200                            | Accounts Payable-Current Year         | 30,647.71         | 26,723.06         | 3,924.65         |
| 2300 010                        | Refundable Deposits - Pool            | 19,900.00         | 20,900.00         | (1,000.00)       |
| 2400                            | Prepaid Assessments                   | 222,718.78        | 87,946.22         | 134,772.56       |
| 2550                            | Unearned Assessment                   | 0.00              | 49,850.00         | (49,850.00)      |
| 2800                            | Developer Contribution                | 395,052.63        | 395,052.63        | 0.00             |
| 2810                            | Applied Developer Contribution        | (395,052.63)      | (395,052.63)      | 0.00             |
|                                 | <b>TOTAL ACCOUNTS PAYABLE</b>         | <b>273,266.49</b> | <b>185,419.28</b> | <b>87,847.21</b> |
|                                 | TO/FROM AFFILIATES                    | -----             | -----             | -----            |
|                                 | <b>TOTAL TO/FROM AFFILIATES</b>       | <b>0.00</b>       | <b>0.00</b>       | <b>0.00</b>      |
|                                 | <b>TOTAL LIABILITIES</b>              | <b>273,266.49</b> | <b>185,419.28</b> | <b>87,847.21</b> |
| <b>RESERVES</b>                 |                                       |                   |                   |                  |
| 3100 000                        | Reserve - P/Y Contribution            | 6,067.93          | 6,067.93          | 0.00             |
| 3100 010                        | Reserve - C/Y Contribution            | 58,330.00         | 58,330.00         | 0.00             |
| 3100 030                        | Reserve - Interest                    | 24.20             | 15.99             | 8.21             |
|                                 | <b>TOTAL RESERVES</b>                 | <b>64,422.13</b>  | <b>64,413.92</b>  | <b>8.21</b>      |
| <b>CAPITAL IMPROVEMENT FUND</b> |                                       |                   |                   |                  |
|                                 | <b>TOTAL CAPITAL IMPROVEMENT FUND</b> | <b>0.00</b>       | <b>0.00</b>       | <b>0.00</b>      |
| <b>WORKING CAPITAL</b>          |                                       |                   |                   |                  |
|                                 | <b>TOTAL WORKING CAPITAL</b>          | <b>0.00</b>       | <b>0.00</b>       | <b>0.00</b>      |
|                                 | <b>RESERVES GRAND TOTAL</b>           | <b>64,422.13</b>  | <b>64,413.92</b>  | <b>8.21</b>      |
| <b>OWNERS' EQUITY</b>           |                                       |                   |                   |                  |
| 3800                            | Operating Surplus/Deficit Prior Years | (17,928.71)       | (17,928.71)       | 0.00             |
|                                 | Current Year Surplus (Deficit)        | 81,039.13         | 77,281.16         | 3,757.97         |
|                                 | <b>TOTAL OWNERS' EQUITY</b>           | <b>63,110.42</b>  | <b>59,352.45</b>  | <b>3,757.97</b>  |
|                                 | <b>TOTAL LIABILITIES &amp; EQUITY</b> | <b>400,799.04</b> | <b>309,185.65</b> | <b>91,613.39</b> |



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F029 Fulbrook on Fulshear Creek Homeowner's Association Inc.  
Income & Expense Statement  
12/31/2020

Page: 1

c/o LEAD Association Management  
13231 Champion Forest Dr #112  
Houston TX 77069

|                 | December<br>Actual                           | December<br>Budget | Variance      | YTD<br>Actual     | YTD<br>Budget     | YTD<br>Variance | Total<br>Budget     | Budget<br>Remaining |                    |
|-----------------|--|--------------------|---------------|-------------------|-------------------|-----------------|---------------------|---------------------|--------------------|
| <b>INCOME</b>   |  |                    |               |                   |                   |                 |                     |                     |                    |
| 4000 010        | Assessment Income - Owners                   | 49,850.00          | 52,000        | (2,150.00)        | 624,700.00        | 624,000         | 700.00              | 624,000             | (700.00)           |
| 4000 060        | Assessment Income - Prorated Assessment      | 587.65             | 5,850         | (5,262.35)        | 76,787.74         | 70,200          | 6,587.74            | 70,200              | (6,587.74)         |
| 4300 010        | Finance Charges -                            | 214.49             | 375           | (160.51)          | 6,774.90          | 4,500           | 2,274.90            | 4,500               | (2,274.90)         |
| 4310 010        | Clubhouse Rental Income -                    | 0.00               | 57            | (57.00)           | 400.00            | 750             | (350.00)            | 750                 | 350.00             |
| 4315 000        | Pool Tag Income -                            | 50.00              | 38            | 12.00             | 200.00            | 500             | (300.00)            | 500                 | 300.00             |
| 4325 000        | Access Card Income -                         | (25.00)            | 0             | (25.00)           | 0.00              | 0               | 0.00                | 0                   | 0.00               |
| 4360 000        | Commercial POA Reimb - Reimbursement         | 0.00               | 2,087         | (2,087.00)        | 0.00              | 25,000          | (25,000.00)         | 25,000              | 25,000.00          |
| 4400 000        | Capitalization Fees -                        | 19,200.00          | 10,800        | 8,400.00          | 121,200.00        | 129,600         | (8,400.00)          | 129,600             | 8,400.00           |
| 4500 010        | Other Income - Interest                      | 7.11               | 13            | (5.89)            | 275.59            | 200             | 75.59               | 200                 | (75.59)            |
|                 | <b>TOTAL INCOME</b>                          | <b>69,884.25</b>   | <b>71,220</b> | <b>(1,335.75)</b> | <b>830,338.23</b> | <b>854,750</b>  | <b>(24,411.77)</b>  | <b>854,750</b>      | <b>24,411.77</b>   |
| <b>EXPENSES</b> |  |                    |               |                   |                   |                 |                     |                     |                    |
| 5100 010        | Administrative Fees - Admin Other            | 85.44              | 212           | (126.56)          | 2,285.29          | 2,500           | (214.71)            | 2,500               | 214.71             |
| 5140 010        | Access Control - Access Cntrl Maint.         | 0.00               | 87            | (87.00)           | 690.00            | 1,000           | (310.00)            | 1,000               | 310.00             |
| 5250 000        | Audit/Tax Preparation -                      | 0.00               | 125           | (125.00)          | 900.00            | 1,500           | (600.00)            | 1,500               | 600.00             |
| 5350 000        | Bank Charges -                               | 10.00              | 0             | 10.00             | 40.00             | 0               | 40.00               | 0                   | (40.00)            |
| 5400 000        | Office Supplies -                            | 36.91              | 100           | (63.09)           | 2,434.59          | 1,200           | 1,234.59            | 1,200               | (1,234.59)         |
| 5400 010        | Office Supplies - Postage                    | 471.96             | 19            | 452.96            | 950.77            | 250             | 700.77              | 250                 | (700.77)           |
| 5550 000        | Taxes - Property Taxes                       | 0.00               | 125           | (125.00)          | 14.78             | 1,500           | (1,485.22)          | 1,500               | 1,485.22           |
| 5600 000        | Management Fees -                            | 3,562.75           | 2,784         | 778.75            | 37,760.75         | 33,375          | 4,385.75            | 33,375              | (4,385.75)         |
| 5650 000        | Legal Fees - Legal Corporate                 | 0.00               | 125           | (125.00)          | 2,391.00          | 1,500           | 891.00              | 1,500               | (891.00)           |
| 5650 020        | Legal Fees - Legal Collections               | 0.00               | 88            | (88.00)           | 0.00              | 1,100           | (1,100.00)          | 1,100               | 1,100.00           |
| 5700 000        | Insurance -                                  | 3,068.80           | 2,413         | 655.80            | 29,982.45         | 29,000          | 982.45              | 29,000              | (982.45)           |
| 5750 000        | Holiday Decorations -                        | 0.00               | 250           | (250.00)          | 0.00              | 3,000           | (3,000.00)          | 3,000               | 3,000.00           |
| 5760 000        | Payroll - PR Onsite                          | 7,986.70           | 4,337         | 3,649.70          | 55,933.45         | 52,000          | 3,933.45            | 52,000              | (3,933.45)         |
| 5800 000        | Website - Website Contract                   | 150.00             | 150           | 0.00              | 1,800.00          | 1,800           | 0.00                | 1,800               | 0.00               |
| 5850 000        | Landscape - Lnds Contract                    | 14,510.52          | 18,337        | (3,826.48)        | 174,126.24        | 220,000         | (45,873.76)         | 220,000             | 45,873.76          |
| 5850 010        | Landscape - Lnds Extra                       | 13,512.43          | 1,663         | 11,849.43         | 47,046.06         | 20,000          | 27,046.06           | 20,000              | (27,046.06)        |
| 5850 030        | Landscape - Irrigation Repairs               | 0.00               | 625           | (625.00)          | 9,664.46          | 7,500           | 2,164.46            | 7,500               | (2,164.46)         |
| 5850 050        | Landscape - Seasonal Planting                | 0.00               | 625           | (625.00)          | 4,503.00          | 7,500           | (2,997.00)          | 7,500               | 2,997.00           |
| 5850 080        | Landscape - Tree Maintenance                 | 0.00               | 413           | (413.00)          | 1,135.00          | 5,000           | (3,865.00)          | 5,000               | 3,865.00           |
| 5900 000        | Maint. & Rprs - Common Area Mtn/Rpr          | 894.33             | 3,337         | (2,442.67)        | 33,488.04         | 40,000          | (6,511.96)          | 40,000              | 6,511.96           |
| 5900 015        | Maint. & Rprs - Fitness Ctr Maint.           | 948.83             | 1,250         | (301.17)          | 6,188.58          | 15,000          | (8,811.42)          | 15,000              | 8,811.42           |
| 5900 030        | Maint. & Rprs - Park/Playground Mtn          | 0.00               | 0             | 0.00              | 150.00            | 0               | 150.00              | 0                   | (150.00)           |
| 5900 095        | Maint. & Rprs - Flag Maint.                  | 0.00               | 87            | (87.00)           | 0.00              | 1,000           | (1,000.00)          | 1,000               | 1,000.00           |
| 5950 000        | Electricity - Common Area Electric           | 977.88             | 1,663         | (685.12)          | 12,740.62         | 20,000          | (7,259.38)          | 20,000              | 7,259.38           |
| 5950 010        | Electricity - Streetlights                   | 948.13             | 3,337         | (2,388.87)        | 42,299.61         | 40,000          | 2,299.61            | 40,000              | (2,299.61)         |
| 6000 010        | Water - Irrigation Water                     | 4,215.62           | 5,837         | (1,621.38)        | 44,359.71         | 70,000          | (25,640.29)         | 70,000              | 25,640.29          |
| 6050 000        | Telecomm - Telephone                         | 387.30             | 538           | (150.70)          | 8,353.01          | 6,500           | 1,853.01            | 6,500               | (1,853.01)         |
| 6150 000        | Pest Control - Pest Cntrl -Contract          | 0.00               | 380           | (380.00)          | 4,812.18          | 4,560           | 252.18              | 4,560               | (252.18)           |
| 6200 000        | Lifestyle Management -                       | 8,341.90           | 1,663         | 6,678.90          | 20,692.34         | 20,000          | 692.34              | 20,000              | (692.34)           |
| 6250 000        | Fitness Management -                         | 3,080.00           | 2,988         | 92.00             | 37,013.88         | 35,900          | 1,113.88            | 35,900              | (1,113.88)         |
| 6400 000        | Reserve Contribution -                       | 0.00               | 5,837         | (5,837.00)        | 58,330.00         | 70,000          | (11,670.00)         | 70,000              | 11,670.00          |
| 6450 000        | Lake Management - Lke Mgmt Contract          | 300.00             | 503           | (203.00)          | 3,600.00          | 6,080           | (2,480.00)          | 6,080               | 2,480.00           |
| 6450 020        | Lake Management - Lke Mgmt Chem/Svc          | 0.00               | 125           | (125.00)          | 1,627.40          | 1,500           | 127.40              | 1,500               | (127.40)           |
| 6500 000        | Pool - Contract                              | 0.00               | 5,837         | (5,837.00)        | 65,494.10         | 70,000          | (4,505.90)          | 70,000              | 4,505.90           |
| 6500 010        | Pool - Repairs                               | 0.00               | 2,500         | (2,500.00)        | 23,234.14         | 30,000          | (6,765.86)          | 30,000              | 6,765.86           |
| 6500 065        | Pool - Furniture                             | 0.00               | 1,014         | (1,014.00)        | 0.00              | 12,135          | (12,135.00)         | 12,135              | 12,135.00          |
| 6550 000        | Janitorial Services - Janitorial Expense     | 2,636.78           | 1,800         | 836.78            | 15,016.91         | 21,600          | (6,583.09)          | 21,600              | 6,583.09           |
| 6700 045        | Miscellaneous Expense - COVID 19 Related Exp | 0.00               | 0             | 0.00              | 240.74            | 0               | 240.74              | 0                   | (240.74)           |
| 6750 010        | Wildlife Management -                        | 0.00               | 57            | (57.00)           | 0.00              | 750             | (750.00)            | 750                 | 750.00             |
|                 | <b>TOTAL EXPENSES</b>                        | <b>66,126.28</b>   | <b>71,231</b> | <b>(5,104.72)</b> | <b>749,299.10</b> | <b>854,750</b>  | <b>(105,450.90)</b> | <b>854,750</b>      | <b>105,450.90</b>  |
|                 | <b>CURRENT YEAR NET INCOME / (LOSS)</b>      | <b>3,757.97</b>    | <b>(11)</b>   | <b>3,768.97</b>   | <b>81,039.13</b>  | <b>0</b>        | <b>81,039.13</b>    | <b>0</b>            | <b>(81,039.13)</b> |