

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

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

WHEREAS, Declarant executed that certain DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR FULBROOK dated June 15, 1999, which was filed under County Clerk's File No. 1999051521 and recorded in the Official Public Records of Real Property of Fort Bend County, Texas (the "Official Records"), as amended by that certain Amendment dated December 7, 1999 which was filed under Clerk's File No. 1999106775 and recorded in the Official Records (the "Declaration");

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

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

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

SECTION 1. FENCES.

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

(b) In order to maintain the theme and character of the Properties in general, and the uniform plan and character of the Subdivision in particular, the Owner of each Lot in the Subdivision shall install and maintain a wooden rail fence

Return to:

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

in the style specified in the Architectural Guidelines adopted by the Fulbrook New Construction Committee at the following location(s) on the Lots in the Subdivision:

<u>Lot</u>	<u>Location of Fence</u>
Lots 1-9 in Block 1, Lots 1-8 in Block 2, Lots 1-3 in Block 3, Lots 1-7 in Block 4, Lots 1-7 in Block 5 and Lots 1-4 in Block 6	Front Lot line
Lots 1-8 in Block 2, Lots 1-7 in Block 4, Lots 1-6 in Block 7 and Lots 1-3 in Block 8	Rear Lot line
All Lots	Side Lot line bordering a reserve or road right-of-way

SECTION 2. ASSOCIATION EASEMENTS.

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

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

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

SECTION 3. UTILITY EASEMENTS.

(a) Declarant hereby grants to Fort Bend County and to any other public authority or agency, utility district or public or private utility company, a perpetual easement upon, over, under and across (i) the portion of each Lot in the Subdivision which is within twenty-five (25) feet of a Road right-of-way and (ii) the portion of Lot 2 in Block 3 which is within five (5) feet of the southern boundary of such Lot for the purpose of installing, replacing, repairing, maintaining, and operating all utilities, including, but not limited to, electrical, gas, telephone, cable television, water, sanitary sewer and storm sewer lines and related facilities.

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

SECTION 4. LIVING AREA REQUIREMENTS. The square feet of living area of the single family residences, exclusive of open porches and garages, constructed on the Lots in the Subdivision shall not contain less nor more than the applicable minimum and maximum numbers of square feet hereinafter specified:

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

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

SECTION 5. BUILDING SETBACKS.

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

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

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

SECTION 6. INTENT AND AMENDMENT. It is the intent of Declarant that the covenants, conditions and restrictions provided for in this Supplemental Declaration apply only to the Lots in the Subdivision. Notwithstanding any provisions of this Supplemental Declaration to the contrary, it is also the intent of Declarant that the specific restrictions that are imposed on the Lots in the Subdivision only in and by virtue of this Supplemental Declaration (other than those in the Declaration that are, in whole or in part, repeated herein) may be amended by an instrument evidencing the written consent of both (i) the Owners of a majority of the Lots subject to this Supplemental Declaration and (ii) Declarant, as long as Declarant owns any part of the Properties within the jurisdiction of the Association.

SECTION 7. AGREEMENT. Each Owner of a Lot in the Subdivision by such Owner's claim or assertion of ownership or by accepting a deed to any such portion of the Lot in the Subdivision, whether or not it shall be so expressed in such deed, is hereby conclusively deemed to covenant and agree, as a covenant running with title to such Lot, to accept and abide by this Supplemental Declaration as well as all restrictions, obligations, requirements and liabilities set forth in the Declaration.

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

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

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

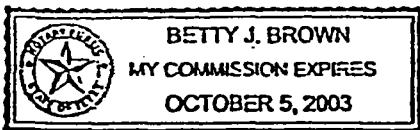
By: Ft. Bend/Fulbrook GP, Ltd.
general partner

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

By: [Signature]
Its: VICE PRESIDENT

THE STATE OF TEXAS §
 §
COUNTY OF HARRIS §

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



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

FILED AND RECORDED
OFFICIAL PUBLIC RECORDS

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

Dianne Wilson

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