

**NOTICE OF DEDICATORY INSTRUMENTS
FOR
FIRST COLONY COMMUNITY SERVICES ASSOCIATION, INC.**

STATE OF TEXAS §
 §
COUNTY OF FORT BEND §

The undersigned, being the Executive Director of First Colony Community Services Association, Inc., a property owners' association as defined in Section 202.001 of the Texas Property Code ("the Association"), hereby certifies as follows:

1. Subdivision: The Subdivision to which the Notice applies is described as follows:

All of SWEETWATER TOWNHOMES, a subdivision in Fort Bend County, Texas according to the map or plat thereof recorded under 1499A, and 1499B of the PLAT Records of Fort Bend County, Texas.

2. Restrictive Covenants. The description of the document(s) imposing restrictive covenants on the Subdivision, the amendment(s) to such document(s), and the recording information for such document(s) are as follows:

- a. Document: Declaration of Covenants and Restrictions for First Colony; Amendment to Declaration of Covenants, Conditions and Restrictions for First Colony; Amendment to Declaration of Covenants, Conditions and Restrictions for First Colony; Corrected Second Amendment to Declaration of Covenants, Conditions and Restrictions for First Colony; Clarification of the Declaration of Covenants, Conditions and Restrictions for First Colony; and Third Amendment to Declaration of Covenants, Conditions and Restrictions for First Colony.

- b. Recording Information: Volume 1059, Page 153, Deed Records; Volume 1077, Page 448, Deed Records; Volume 1389, Page 112, Official Records; Volume 1899, Page 231, Official Records; Clerk's File No. 9728010; and Clerk's File No. 2000005824, all Fort Bend County, Texas.

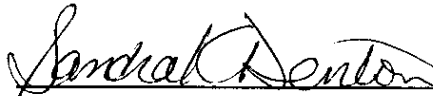
3. Other Recorded Dedicatory Instruments: In addition to the Restrictive Covenants identified in paragraph 2 above, the following are Dedicatory Instruments governing the Association which were previously recorded in the Real Property Records of Fort Bend County, Texas.

- a. Document: Sweetwater Village Supplemental Amendment.

- b. Recording Information: Clerk's File No. 13337, Volume 1403, Page 291, Official Records, Fort Bend County, Texas.
4. Additional Dedicatory Instruments: In addition to the Restrictive Covenants identified in Paragraph 2, above, the following documents are Dedicatory Instruments governing the Association:
- a. Sweetwater Townhomes Development Guidelines.

True and correct copies of such Dedicatory Instruments are attached to this Notice.

This Notice is being recorded in the Official Records of Real Property of Fort Bend County, Texas for the purpose of complying with Section 202.006 of the Texas Property Code. I hereby certify that the information set forth in this Notice is true and correct and that the copies of the Dedicatory Instruments attached to this Notice are true and correct copies of the originals.

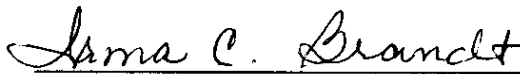


Sandra K. Denton, Executive Director
of First Colony Community Services
Association, Inc.

THE STATE OF TEXAS §
 §
COUNTY OF FORT BEND §

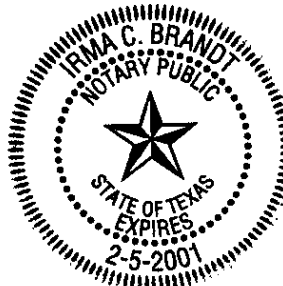
BEFORE ME, the undersigned notary public, on this day personally appeared Sandra K. Denton, Executive Director of First Colony Community Services Association, Inc., known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that she executed the same for the purpose and in the capacity therein expressed.

SUBSCRIBED AND SWORN TO BEFORE ME on this the 6 day of June, 2000, to certify which witness my hand and official seal.



Notary Public in and for the State of Texas

Return to:
First Colony Community Services
4350 Austin Parkway
Sugar Land, TX 77479



SWEETWATER TOWNHOMES

A Planned Unit Development

Development Guidelines

September 15, 1996

SWEETWATER TOWNHOMES

INTRODUCTION

Sweetwater Townhomes is a planned unit development consisting of 30 fee simple townhomes. There will be 6 buildings in the project.

Sweetwater Townhomes was designed to create a care free life style for each home owner. There is a generous amount of common ground around each building. All common areas will be fully landscaped with irrigation systems.

In accordance with the intent of Sweetwater Townhomes as a distinguished townhouse development, architectural control standards (known hereinafter as "Development Guidelines") have been compiled as a guide to residents, architects, designers and builders.

These Development Guidelines elaborate upon the developer's general commitment to quality by dealing specifically with the numerous elements of the townhome environment.

The Development Guidelines will be upheld by the New Construction Committee of the First Colony Community Service Association, (known hereinafter as the "NCC"), and may be amended from time to time by NCC. In the event the NCC deems special conditions warrant a change in these Development Guidelines for a specific situation, they may do so at their sole discretion. The NCC is granted the power of review over the design for each residence in Sweetwater Townhomes by covenants, conditions and restrictions running with and encumbering each and every lot in Sweetwater Townhomes.

SWEETWATER TOWNHOMES

ARCHITECTURAL GUIDELINES AND REQUIREMENTS

- I. Intent
- II. Site Planning
 - A. Site Maintenance During Construction
 - B. Staking Approval
 - C. Tree Removal
- III. Wall Treatment
 - A. Wood
 - B. Stucco
 - C. Synthetic Material
 - D. Changes in Material
- IV. Window Treatment
 - A. Metal Windows
 - B. Window Ornamentation
 - C. Window Tinting
- V. Roof Treatment
 - A. Materials
 - B. Form
 - C. Exposed Roof Metal
- VI. Exterior Lighting Fixtures
- VII. Exterior Color Scheme
- VIII. Mechanical Equipment
- IX. Maintenance.
- X. Satellite Dishes

SWEETWATER TOWNHOMES

ARCHITECTURAL GUIDELINES AND REQUIREMENTS

I. Intent.

The intent of the Architectural Guidelines and Requirements is to establish criteria for the design of townhouses in Sweetwater Townhomes planned unit development. Emphasis is on quality in material, design and construction in order to promote well crafted townhomes within the community. These guidelines allow the architectural design to have a traditional look and to create a harmonious transition between the condominium project and single family residential neighborhoods.

II. Site Planning.

A. Site Maintenance During Construction

1. General Maintenance - Each building shall be maintained in a neat, clean, orderly condition by the builder during construction and until sale of the house is closed. Debris, etc. must be removed from each lot by the builder as often as necessary to maintain attractiveness of the construction site. Debris may not be dumped in any area of the development. The builder will keep all debris within the boundaries of the lots on which the buildings are being constructed. Construction fence may be required.
2. Signs.
 - a. Only one sign shall be allowed on the lot of any residence. The approved sign design will be available upon request to the NCC. This sign will be the standard Sweetwater Townhomes sign for builders as well as sales and resales. Design of sign needs to match First Colony design.
 - b. Subcontractor signs are prohibited.
 - c. Any unauthorized signs found on a lot will be removed.

B. Staking Approval.

1. All buildings must be staked out within the designated building site. See plat. The NCC has the right to review the staking when the construction site work is started.

C. Tree Removal.

1. No trees measuring six inches in diameter at a point two feet above ground level, no flowering trees, shrubs or evergreens may be removed without prior approval of the NCC, unless located within ten feet of an existing building, within ten feet of the approved site for a building or within the approved right-of-way of a driveway or walk.

III. Wall Treatment

A. Stucco

1. Type of Stucco, the stucco building color and accent color will be submitted to the NCC for approval.

B. Wood.

1. Siding

- a. Wood siding shall be horizontal lap type. No diagonal siding shall be used except by special consent of the NCC. Vertical siding may be used to accent certain architectural features of a townhouse if approved by the NCC. "Masonite" hardboard siding one-half (1/2) inch thick or an equivalent product is acceptable, including Hardie plank products.

2. Trim.

- a. All wood trim shall be smooth, high-quality finish-grade stock, painted as approved by the NCC.

D. Synthetic Materials.

- a. Synthetic materials, including metal and vinyl siding may only be used with the approval of the NCC.

IV. Window Treatment.

A. Metal Windows.

- a. Aluminum windows, screens, and sliding glass doors, as well as frames for fixed glass shall have a white color finish throughout the

project.

B. Window Ornamentation

- a. The use of burglar bars on the exterior of any window is discouraged and must be approved by the NCC.

C. Window Tinting

- a. Any color ^{or} tinting must be approved by NCC or MC

V. Roof Treatment

A. Materials

- a. Roof materials shall be asphalt shingles (GAF Woodline, or other equivalent (30 year shingles) of fiberglass equivalent in a dark brown or a color that would approximate the color of weathered cedar shingles. All asphalt shingle roofs shall have closed valleys. Standing seam metal (factory finished steel), copper and metal shingles require special approval of the NCC. Wood shingles of any type are not allowed.

B. Form

- a. Roofs may take a variety of forms; gabled and hipped roofs of uniform pitch throughout the project are preferred. The minimum roof pitch shall be 6 in 12. See proposed architectural drawings.

C. Exposed Roof Metal

- a. All exposed metal roof accessories - stock vents, roof flashings, attic ventilators, metal chimney caps, skylight curbs, etc. shall match roofing material color. All stack vents and attic ventilators shall be located on the rear slopes of roofs and mounted perpendicular to the ground plane if possible.

VI. Exterior Lighting Fixtures

All exterior lighting fixtures visible from any street must be approved by the NCC. Where possible, decorative fixtures should complement the architectural features of the residence. No pole-mounted, building-mounted or fence/column mounted high-intensity area lighting will be allowed.

VII. Exterior Color Scheme

Exterior paints and stains for each building shall be selected to complement, coordinate or harmonize with the colors of building stucco color. These colors will be submitted to NCC for approval.

VIII. Mechanical Equipment

All air conditioning compressors, power and meter boxes, shall be completely screened from public view. Screening may consist of architectural or planting elements to be approved by the NCC. Painting to match building may be acceptable, but must be approved by NCC.

IX. Maintenance

Each residence shall be maintained in a neat, clean, orderly condition by the owner. Repairs shall be made to correct broken shingles, peeling paint, broken stucco and any other condition which suggests visual deterioration of a residence. The Sweetwater Townhomes Home Owner Association ("STHOA") will take care of the common grounds, streets, street lights, sprinkler system and common fences. ~~These areas will be taken care of by the Home Owners Association.~~ The STHOA Association will set up a replacement fund from monthly dues.

X. Satellite Dishes

Satellite dishes must comply with guidelines as approved by FCCSA.

SWEETWATER TOWNHOMES
SITE DEVELOPMENT GUIDELINES AND REQUIREMENTS

I. Intent

II. Site Elements

- A. Private Streets and Residential Drives
- B. Building Line
- C. Garages
- D. Walks
- E. Fences
- F. Lighting

III. Screening

- A. Mechanical and Electrical Equipment
- B. Rear Yard

IV. Grading and Drainage

- A. Site and Roof Drainage

V. Landscape Installation

- A. Quality
- B. Completion
- C. Shrubs
- D. Street Trees

E. Common Yard Trees

F. Lawn

VI. Approved Plant List

A. Shade Trees

B. Ornamental Trees

C. Shrubs

D. Groundcovers, Border Plants and Vines

E. Use of Other Plants

VII. Maintenance

A. Proper Maintenance

SWEETWATER TOWNHOMES

SITE DEVELOPMENT GUIDELINES AND REQUIREMENTS

I. Intent.

- The intent of the Site Development Guidelines and Requirements is to clarify the necessary components in the creation of a planned unit development residential community. Through uniform applications of these components, Sweetwater Townhomes will become a showplace of fine townhomes set on a private tree-lined street. The project will be adjacent to Oxbow Lake. The landscape character is one of simplicity; emphasizing tree placement and free form beds of shrubs through out the project.

II. Site Elements.

A. Private Streets and Residential Drives

1. Private Streets

The private streets have been designed to have a continuous curve as you drive around the project. This drive will create a changing view of the buildings as you circle the drive. The private street has a roll curb design. Private Streets will be maintained by the STHOA.

2. Materials

All drives shall be concrete.

3. Private Drives

- a. Private drives will be placed in such a way that greenbelts will be created for landscaping and trees between each Townhome.
- b. There will be guest parking at designated areas, see Architectural site plan.
- c. All drives shall be sloped from the house to the street. Slope shall be no less than 1" to 10" ratio for drainage.

B. Building Line - All townhomes must be set within the building lines established by

the plat.

C. Garage.

1. All garages are attached to the townhouse. All garage doors are to be painted metal with no windows. The project will have both single and double garage doors depending on type of plan. See plans and elevations.

D. Walks

1. Sidewalks

- a. Sidewalks are to be 3 to 4 feet in width and will be designed in a free form layout. See architectural Site plan drawings for layout. Such layout will work well with landscape concept.
- b. Color of sidewalks is to be natural gray concrete with a standard brush finish throughout the neighborhood.

2. Other Structures

- a. There will be no other structures allowed. Example of structures would include gazebos, playhouses, storage buildings, arbors. If any structures are allowed by the STHOA at a later date, they would be submitted to the Modifications Committee ("MC") for specific approval, and may require screening from public view.

E. Fences.

1. Greystone Way Fence.

- a. Accent columns - columns to be stucco. See Architectural details.
- b. Iron Fence - Wrought Iron fence to be 6' tall between stucco columns.
- c. To be maintained by STHOA.

2. Oxbow Lake Area

- a. Wrought Iron fence 6' tall between buildings with gate access

AS PER ORIGINAL
OFFICE
J. B. S. S. S.

to lake area to be provided.

- b. To be maintained by STHOA.
- 3. Wood Fence at Property Lines of Sweetwater Condominiums (Villas of Sweetwater).
 - a. A 6' cedar fence with cap used as a screen to separate the two projects. This fence will follow the property lines.
 - b. To be maintained by STHOA.
- 4. Private Wood Fence for Each Townhome
 - a. 4' or 6' wood fence will be used to create private courtyards for each unit. The fences can only be placed inside private property lines of each owners lot. The face of the fence (smooth side) must be on outer side or facing the common grounds. It is the owners responsibility to maintain the fence. He may however contract with the STHOA for maintenance.

F. Lighting

- 1. Street Lights
 - a. 12 foot cast iron pole lights are located along Greystone Way and around the private drive circle. See Architectural light design for location. (Page 3 of architectural plans).
 - b. Street lamps will have 70 watt high pressure sodium.
 - c. To be maintained by STHOA and utility bills to be paid by STHOA.
- 2. Ornamental Lighting
 - a. Accent lighting should be integrated with the building or architectural elements. Excessive accent lighting is discouraged. Freestanding light fixtures are prohibited. All ornamental/outdoor lighting must meet FCCSA guidelines.

III. Screening.

A. Mechanical and Electrical Equipment

1. All mechanical and electrical equipment (electrical, air conditioners, antennae, etc.) will be completely screened from public view (streets, lake and reserves). A combination of trees, hedges, painting or walls will be used to screen equipment and mechanical areas.

B. Rear Yard

2. Play structures, play equipment, barbecue areas, and lawn furniture shall be screened from public view by a combination of trees, shrubs and fencing.

IV. Grading and Drainage.

A. Site and Roof Drainage.

1. Surface run-off shall not flow onto adjacent property areas.
2. Roof and site run-off shall not "weep" across sidewalks or driveways more than 24 hours following heavy rain.
3. Eaves in excess of twelve inches (12") shall not protrude over the Side Property Line onto an adjoining Lot. Metal gutters up to four inches (4") in width may be affixed to such eaves.

V. Landscape Installation.

A. Quality

1. Installation of landscaping and site improvement is to be executed in a high quality manner, consistent with the image of Sweetwater Townhomes.
 - a. The NCC may reject any improvement where the material or workmanship fails to meet acceptable industry standards.

B. Completion

1. Upon occupancy of each townhouse, or 30 days after completion of construction (whichever occurs first), lawn, hedges and trees must be installed.

C. Shrubs

1. Shrubs planted in free form beds shall follow the landscape design provided in the Architectural Drawings. Beds planted against building foundations

shall have at least 2 layers of shrubs.

2. All plants must conform to the species indicated on the Approved Plant List.
3. Shrubs shall be a minimum of five (5) gallon container, planted thirty six (36) inches on center.
4. Groundcover or border plants shall be one (1) gallon container, planted twelve (12) inches on center, or split (appropriate species only) and planted six (6) inches on center.
5. Beds shall complement the building architecture. Curvilinear beds will be allowed if proper care is used in establishing pleasing form. The number of plants shall be appropriate for the size bed. Plants shall be spaced to cover the entire bed within one growing season. Beds shall be six foot minimum width.

D. Street Trees

1. Street trees shall be a minimum of 2-1/2" - 3" caliper Live Oak trees and shall be spaced a minimum of 30' apart.
2. All Live Oaks on private drives will be spaced between units. See landscape architectural drawings.
3. It is the responsibility of the builder to plant and maintain these trees until the residence is sold to an occupant, at which time the trees become the responsibility of the STHOA.

E. Common Yard Trees

1. Each townhome will have a minimum of four (4) yard trees (shade or ornamental) with two (2) inch caliper at the front and back yard area. The front shall have a minimum of two (2) trees and the back shall have a minimum of two (2) trees.
2. The species of the common yard trees is to be taken from the list of Shade Trees on the Approved Plant List in Section VI hereof.

F. Lawn.

1. Front and side yards visible to the public shall be solid sod. Side yards shall

be solid sod. Back yards can be sprigged or hydro mulched. All easements can be hydro mulched provided that all edges are sodded to prevent wash out onto street. Any rear yards backing up to Lake must also have 10' strip of sod to prevent wash out into lake.

VI. Approved Plant List

A. Shade Trees

Live Oak Water Oak

SIZE: All trees to be a minimum of 30 gallon 2-1/2 - 3" caliper or greater.

B. Ornamental Trees

Crape Myrtle River Birch

SIZE: All ornamental trees to be a minimum 2" caliper or have multi-trunks of 1" caliper. Height to be a minimum of 6-8' tall, 30 gallon.

C. Shrubs

Ligustrum	Nandina	Abelia
Photinia	Azalea	Apirea
Pittosporum	Indian Hawthorne	Aspidistra
Dwarf Youpon	Wisteria	

SIZE: All shrubs to be 5 gallon, 36" on center.

D. Groundcovers, Border Plants and Vines

Asian Jasmine	Liriope	Dwarf Yaupon
Confederate Jasmine	Monkey Grass	Carolina Jessamine

SIZE: All groundcover to be 1 gallon, 12" on center or 4"-6" on center.

E. Use of other plants require approval of the NCC.

VII. Maintenance

- A. Maintenance and proper care of installed landscaping is critical to the appearance of the community and to the health and beauty of the plant materials.**
- B. All landscaped areas are required to be maintained in a healthy and beautiful appearance by the builder or STHOA unless otherwise provided.**
- C. Proper Maintenance Includes:**
- 1. Adequate irrigation for proper plant health.**
 - 2. Fertilization of trees, shrubs, hedge and lawn.**
 - 3. Pruning of all trees including street trees.**
 - 4. Mowing of grass.**
 - 5. Seasonal weeding of shrub beds.**
 - 6. Weed control in lawns.**
 - 7. Seasonal mulching of shrub beds.**
 - 8. Insect and disease control.**
 - 9. Replacement of plant material, dead or diseased, with original species and size.**

Please refer to the Declaration of Covenants, Conditions and Restrictions for First Colony recorded in Vol. 1077, Page 451, dated June 18, 1982, and filed for record with the County Clerk of Fort Bend County, Texas, on the 22nd day of June, 1982, under clerk's file number 24932 of the Official Public Records of Real Property of Fort Bend County, Texas.

SWEETWATER TOWNHOMES
REVIEW PROCESS

- I. New Construction Committee ("NCC")
- II. Final Architectural Submittals
 - A. Requirements
 - B. Notice of Approval
 - C. Review of Construction

SWEETWATER TOWNHOMES REVIEW PROCESS

I. New Construction Committee ("NCC").

The design of each building in Sweetwater Townhomes must be approved in writing by the NCC before construction of the building can begin. The NCC consists of professionals in the field of architecture who work in conjunction with the developer to uphold the architectural control standards for Sweetwater Townhomes. The NCC is committed to ensuring a high level of design quality within the community by reviewing residential and landscape design submissions for Sweetwater Townhomes. This review process is intended to address potential problems with submitted designs and prepare them for acceptance into the community.

The NCC meets on a weekly basis to review design submittals. Submittals shall be made by noon Tuesday for the following Tuesday's review. Submittals shall be sent to the attention of Sweetwater Townhomes New Construction Committee, care of:

First Colony Community Services Association, Inc.
4665 Sweetwater Blvd., Suite 300
Sugar Land, Texas 77479

II. Final Architectural Submittals.

A. Requirements (See following page)

Community Services Association, Inc.

NEW CONSTRUCTION RESIDENTIAL SUBMITTAL CHECKLIST

Neighborhood: _____ **Section:** _____
Lot: _____ **Block:** _____ **Payment:** _____
Builder: _____

Custom Plans (2 sets):

Included

1. Site Plan (indicating neighborhood, section, lot, block, building lines, driveway, sidewalk, fencing) _____
2. Elevations (front, left, right, rear) _____
3. Materials (roof, brick, stucco, stone, paint) _____
4. Landscape and Irrigation Plans _____
5. \$100 Submittal Fee _____
6. \$75 Certificate of Compliance Fee _____
7. Checklist _____

Common Items to be Marked on the Plans:

1. Shutters sized to fit windows _____
2. Brick mold/wood trim _____
3. Enclosed metal chimney caps _____
4. Fountain details, if any _____
5. Muntins on exterior for divided light ("Pella" system approved
for interior wood muntins) _____

Production Plans (2 sets):

- | | | |
|----|--|-------|
| 1. | Elevations and Floor Plans | _____ |
| 2. | Materials (brick, stucco, stone, paint) | _____ |
| 3. | Several Typical Landscape Plans | _____ |
| 4. | \$100 Submittal Fee (per plan, per neighborhood) | _____ |
| 5. | \$25 Submittal Fee Per Plot Plan | _____ |
| 6. | \$75 Certificate of Compliance Fee | _____ |
| 7. | Checklist | _____ |



B. The design for each building must be approved in writing before construction of the building can begin. Deviation from approved construction documents during construction (without written approval by the NCC) constitutes a violation of the deed restrictions or may be subject to fines (see attached). On the NCC's authority, corrections of such deviations will be required.

C. **Review of Construction**

The NCC reviews construction in Sweetwater Townhomes Planned Unit Development on a regular basis to ensure that each is built as approved. This allows builders to address any difficulties of compliance with the NCC, thereby insuring the design integrity of the building and the community as a whole.

The NCC has the right, but not the obligation or the responsibility, to conduct on-site inspections to ensure compliance with these guidelines and conformity to the approved plans.

See the attached Certificate of Compliance Procedures and Request Form.



Community Services Association, Inc.

FCCSA SCHEDULE OF NEW CONSTRUCTION FINES

As permitted under Article VI, Section 3, Rules and Regulations, of the Declaration, FCCSA has the right to set rules and regulations, and impose fines if necessary to achieve compliance. Below are the fines associated with some common violations. Only the FCCSA has the right to impose or waive any of the fines. Fines may be levied upon observance of violation and may continue until problem is corrected. These categories are for reference only and may apply to other situations. All fines are per item and/or per day.

Payment of fine amount does not grant a variance for the violation. All violations must be corrected to come into compliance. If there is a subsequent violation of the same rule the fine amount will double with each subsequent violation.

Construction and Building Material

- * Construction commences before final plans approved
(construction is defined as any placement of forms for slab, etc).....\$500*
- * Construction not in accordance with approved plans:
 - Significant change in design.....\$300*
 - Change in materials (i.e. brick, stucco, siding).....\$300*
- * Construction fencing not used.....\$50/day
- * Site not properly maintained:
 - Trash and Debris on property.....\$50/day
 - Property not mowed and edged.....\$50/day

Signs

- * Permanent building sign installed without approval.....\$500
- * Permanent monument sign installed without approval.....\$500
- * Temporary sign installation without approval.....\$50/day

Other

- * Banners, flags or balloons used for marketing purposes.....\$50/day
- * Certificate of Compliance not requested prior to closing.....\$50/month

** These violations may also be subject to a fine of \$50/day until the violation is corrected*

Our staff is committed to providing exceptional services for our members and the greater community through an enthusiastic and innovative approach

g:\appstwpwin60\sew/fines.ncc
1/17/96



4665 Sweetwater Boulevard, Suite 300 Sugar Land, Texas 77479-3000
(713) 980-8200 Fax: (713) 980-8855



Community Services Association, Inc.

Certificate of Compliance Procedures

These procedures are adopted in accordance with the Resolution for Certificate of Compliance adopted by the Board of Directors on October 27, 1994:

New Homes (from Builder to Homeowner)

1. Upon submitting final plans (custom homes) or plot plans (production homes) the Builder shall pay a Certificate of Compliance fee of \$75 to the FCCSA, along with the required plan review fee.
2. At least fourteen (14) days prior to the sale or conveyance of a Property, the Property Seller, or Title Company, shall notify FCCSA in writing of the proposed sale and shall request FCCSA to issue a Certificate of Compliance.
3. Within five (5) business days of FCCSA's receipt of the request, FCCSA will inspect the property and any improvements thereon within five (5) business days of FCCSA's receipt of the request and verification that the fee has been paid, to determine whether there exists any violation.
4. If the property is in compliance, FCCSA shall issue a Certificate of Compliance to the Title Company, if applicable, or the Property Seller (Builder) within five (5) business days of FCCSA's receipt of the request.

If the property is in violation, FCCSA shall issue a Certificate of Noncompliance to the Title Company, if applicable, or the Property Seller (Builder) within five (5) business days of FCCSA's receipt of the request. The certificate will describe the violation and necessary action to bring the Property into compliance and any fine associated with the violation. The Property Owner shall then have the lesser of ten (10) days or until the sale of the Property to remedy the violation and request a Certificate of Compliance which would require a reinspection. The reinspection, for a \$25 fee, shall be performed within five (5) business days of FCCSA's receipt of the request for reinspection.

5. If the Property is sold without a Certificate of Compliance, the Property Purchaser shall be responsible with the Property Seller for the violation and subject to any and all remedies available to FCCSA for violations, including, but not limited to, the power to impose fines, to require the Property owner to remedy the violation, or to remedy the violation on FCCSA's own initiative and assess the costs thereof to the Property Seller and/or the Property Purchaser.
6. If FCCSA fails to issue either a Certificate of Compliance or Certificate of Noncompliance within the five (5) business day period, the Property Owner shall notify FCCSA in writing of its failure to timely respond and FCCSA shall then issue either a Certificate of Compliance or Certificate of Noncompliance within two (2) business days from FCCSA's receipt of the notice.

If FCCSA fails to issue either a Certificate of Compliance or Certificate of Noncompliance after receipt of both an initial request and a notice of its failure to respond to the initial request, a Certificate of Compliance shall not be required and the Property Seller shall be entitled to a refund of the fee paid.

Resales (Homeowner to Homeowner)

1. At least fourteen (14) days prior to the sale or conveyance of a Property, the Property Seller, or Title Company, shall notify FCCSA in writing of the proposed sale and shall request FCCSA to issue a Certificate of Compliance.

Our staff is committed to providing exceptional services for our members and the greater community through an enthusiastic and innovative approach



2. Within five (5) business days of its receipt of the request FCCSA shall determine whether any violation exists on the Property.
3. If FCCSA finds the Property and Property Owner to be in compliance, FCCSA Shall issue a Certificate of Compliance to the Property Seller within five (5) business days of FCCSA's receipt of the request.

If FCCSA finds the Property or Property owner to be in violation FCCSA shall issue a Certificate of Noncompliance to the Property seller within five (5) business days of FCCSA's receipt of the request. The Certificate of Noncompliance shall describe the violation and action necessary to bring the Property into compliance, and any fine associated with the violation. The Property owner shall then have the lesser of ten (10) days or until the sale of the Property to remedy the violation and request a Certificate of Compliance. A fee of \$25 will be required for inspecting the property after a Certificate of Noncompliance has been issued to determine if a Certificate of Compliance can be issued. If the Title Company is requesting the Certificate then FCCSA will accept the name and address of the title company and the applicable GF number so the fee may be collected at closing and transmitted to FCCSA with the transfer fee and any other assessments, fines, fees, etc.

4. If the Property is sold without a Certificate of Compliance the Property Purchaser shall be responsible with the Property Seller for the violation and subject to any and all remedies available to FCCSA for violations, including, but not limited to, the power to impose fines, to require the Property Owner to remedy the violation, or to remedy the violation on FCCSA's own initiative and assess the costs thereof to the Property Seller and/or the Property Purchaser.
5. If FCCSA fails to issue either a Certificate of Compliance or Certificate of Noncompliance within the five (5) business day period, the Property Owner shall notify FCCSA in writing of its failure to timely respond and FCCSA shall then issue either a Certificate of Compliance or Certificate of Noncompliance within two (2) business days from FCCSA's receipt of the notice.

If FCCSA fails to issue either a Certificate of Compliance or Certificate of Noncompliance after receipt of both an initial request and a notice of its failure to respond to the initial request, a Certificate of Compliance shall not be required and the Property Seller shall be entitled to a refund of the fee paid.

General

FCCSA can expedite the issuance of a Certificate of Compliance or Non Compliance for a \$100 fee. FCCSA will then respond within 1 business day.

If the Property Owner would like another Certificate of Compliance within six (6) months of the last one issued, FCCSA will prepare another for a \$75 fee since a new inspection will be necessary.

November 14, 1994

FILED AND RECORDED
OFFICIAL PUBLIC RECORDS

Dianne Wilson

06-07-2000 03:16 PM 2000046817
DBC \$57.00
DIANNE WILSON, COUNTY CLERK
FORT BEND COUNTY, TEXAS