

NEWPOINT ESTATES CONSTRUCTION GUIDELINES

Effective upon recording in Fort Bend County

IMPORTANT:

These Guidelines supplement the requirements designated in the Declaration of Covenants Conditions and Restrictions (hereafter “Deed Restrictions”). Both the Deed Restrictions and these Guidelines should be reviewed with your architect and Builder as you develop your house plans and site location or any additional construction after move in. This will alleviate possible delays in the approval process.

Before initiating any construction project, whether it is the main residence or an outbuilding, fence, mailbox or pool, plans must be submitted and approved by the Board serving as the Architectural Control Committee. If submission of plans, proposals, or alternations to the lot are required to the Board below, an Owner must obtain the Board’s written approval before proceeding forward.

BUILDER AGREEMENT AND COMPLIANCE DEPOSIT:

A Builder *and* Owner *must*:

1. Enter into a formal indemnity and hold harmless agreement with the Association.
2. Review, fill out, and execute, as applicable the Association’s Builder Requirements Checklist and Job Site Checklist, as said forms may be amended from time to time.
3. Submit a \$8,500.00 Compliance Deposit, per residence, of which \$500.00 is not subject to being refunded. The Compliance Deposit should be paid as follows: \$7,500.00 Builder; \$1,000.00 Owner. The remaining \$8,000.00 will be refunded less all costs and fees used to enforce the Deed Restrictions or these Guidelines as necessary during and after the construction of a residence. Fees which may be deducted from the Compliance Deposit include, but are not limited to: (a) the cost to paint the exterior per the approved plans; (b) the cost to complete fencing and/or landscaping in accordance with the submitted and approved plans; (c) the cost to remove construction debris or construction framing, materials, etc. which are started but not finished or completed within a reasonable timeframe; (d) all fees, fines, and costs levied by the Association as a result of a deemed violation of the Deed Restrictions, approved plans, and these Guidelines; and (d) all attorney’s fees incurred enforcing the Deed Restrictions, the approved plans, or these Builder Guidelines.

The Compliance Deposit is paid to the Association as security against violation of the Deed Restrictions, these Guidelines, or any damage caused to the Association's common areas, streets, or other property.

In the event the ACC or the Association determines that the Builder has violated the Deed Restrictions, the Guidelines, or has otherwise caused damage to the Association's common areas, streets, or other property, the Association may from time to time, and without prejudice to any other remedy, may use the Compliance Deposit to discharge any fines or penalties imposed by the Association as a result of such violation, or repair any damage caused to the Association's common areas, streets, or other property. If the balance of the Compliance Deposit reaches \$500.00 or less as a result of such application, the Builder, upon request of the Association, shall immediately

deposit the amount necessary to restore the original balance of the Compliance Deposit. Any portion of the Compliance Deposit due to be returned to a Builder and/or Owner will **only** be returned **after** the Builder and Owner conduct a final walk-thru with an Association representative **and** all aspects of construction are complete including, but not limited to, painting per approved plans, installation of all approved fencing and completion of all approved landscaping throughout the entire lot. No interest shall be payable upon the Compliance Deposit.

The Board of Directors retains the right, in its sole and absolute discretion, to refuse a Builder the right to build a home, second home, or start additional construction, based upon the Builder's prior conduct.

BUILDER REQUIREMENTS:

Each Builder is subject to the following on-going requirements:

1. A lot must be kept free of accumulation of waste materials and rubbish. Trash receptacles shall be maintained on the site and emptied on a regular basis.
2. The Builder must provide a skirting around the construction site to protect the street and neighborhood from trash.
3. The Builder must remove clay from delivery trucks, contractor vehicles, etc. on an (asphalt) street.
4. Chemicals, such as paints, thinners, solvents, glue and other substances which are toxic to or harmful to humans, pets or plants, or any other materials defined as hazardous waste by the Association, may not be disposed of on the site.
5. Adequate chemical toilet facilities must be provided and maintained by the Builder for the duration of the construction.
6. No dumping or washing of trucks on lots or streets.
7. It is the responsibility of the Builder and Owner to ensure that all construction is completed within eighteen (18) months of commencement. Unless the Board of Directors has granted an extension beyond eighteen (18) months, the Owner of the lot will be fined \$500.00 per week or any portion thereof, for which the construction remains unfinished upon the expiration of eighteen (18) months.
8. If applying to build another home, the Builder must have finished construction of prior homes within eighteen (18) months.
9. If currently building a home, the Builder will not receive approval to build an additional home if current construction is behind schedule or will not be finished within eighteen (18) months.
10. Construction of a home is considered complete upon final approved painting of the exterior of the home, installation of approved fencing, installation of a sidewalk, and completion/installation of approved landscaping.
11. Each Builder must fully cooperate with the Association including, but not limited to, the Board of Directors, Managing Agent, and legal.
12. The Builder must ensure that the Deed Restrictions are not violated when building a home. A Builder may not receive approval for construction of additional homes if a substantial violation of the Deed Restrictions occurred during the Builder's construction of a prior home or the final product differed substantially from the plans originally submitted and approved. The Board's determination of a substantial violation is final.

PRIMARY RESIDENCE: (Art VII, Sec 1 of the Deed Restrictions)

1. Roof Material: Refer to Art VII, Sec 7. Materials not already specified need prior Board approval.
2. Garages: All residences shall have an attached or detached enclosed garage for two or more cars. Free standing carports on lots are prohibited.
3. Orientation:
 - a) Where possible, residence should face the street.
 - b) Garage should not face the street, unless distance is greater than one-half depth of lot.

SETBACKS: (Art VII, Sec 3 & 8 of the Deed Restrictions) 100 Feet, 80 Feet, 60 Feet & 50 Feet

1. All structures, except mailboxes and fences, shall be no closer to the property line than the building setback lines.
2. Primary and secondary residences shall be no closer than 100 feet from the front property line and no closer than 60 feet from the side property line.
3. Fences and gates shall be no closer than 50 feet from the center of the road, except along Newpoint Drive where they shall be no closer than 55 feet from the center of the road.
4. Outbuildings (e.g., barn, shed, workshop, extra garage, greenhouse) shall be no closer than 80 feet from the side property line and must be located behind the primary residence with appropriate screening from view of the street and neighboring properties.
5. A residence shall be no closer than 80 feet from the rear property line, except where the rear property line does not adjoin another Newpoint owner.

FENCES: (Art VII, Sec 8 of the Deed Restrictions. Also see Setback section above)

All fencing, permanent or temporary, to be located anywhere on a lot must be approved in advance by the Board.

1. Recommended for all types of fencing:
 - a. Support posts depth should be at least one half the height of the fence and installed with concrete.
 - b. Front fencing does not have to be the same as side/back fencing; however, fencing on each side must be the same in style and length.
2. Suggested Types of Fences:
 - a. Three Rail Wood Fence - minimum height 4 feet.
 - b. Wrought Iron/Aluminum Fences - minimum height 6 feet unless not visible from street or neighboring properties.
 - c. No other fencing, such as barbed wire, chain link or privacy wood is allowed. Special circumstances may be presented to the Board for approval.

DRIVEWAYS: (Art VII, Sec 6 of the Deed Restrictions)

1. Must be Asphalt, Concrete or Brick/Pavers.
2. Layout of driveway should be included on site plan.
3. New construction driveways should be in place upon move-in.

OUTBUILDINGS: Such as, but not limited to, barn, shed, workshop, garage, or greenhouse (see also Landscaping section below)

1. Must be behind primary residence and no closer than 80 feet from the side of property line.
2. Minimum size must be 16' X 16'.
3. Maximum size cannot be more than 20% of the residence.
4. Must be on concrete slab with building permanently attached to slab. Note: if barn is used to keep horses, a combination dirt/concrete floor is acceptable; however, structure must be attached to piers in ground.
5. May not exceed the height of the dwelling to which it's appurtenant without written consent of Board.
6. Plans depicting architecture, color and type of material must be submitted to the Board prior to construction.

PROPANE TANKS: (Art VII, Sec 15 of the Deed Restrictions and see Landscaping section below)

1. If installed above ground, must be screened from public view.
2. Tanks must be properly coated, with a wasting "sacrificial" anode properly attached, if buried.
3. Tanks must be strapped to prevent flotation, if buried.
4. Valves and dome must be higher than any flood plain.

DRAINAGE:

Owners need to consider natural drainage patterns when placing a residence, driveways, courtyards and flowerbeds on a lot. Neither the Association nor the Board are responsible for ensuring proper drainage.

AESTHETICS AND TOPOGRAPHY:

Any change in topography, including the removal of trees or significant landscape changes, requires Board approval. Existing trees should be protected during the construction process.

LANDSCAPING:

1. Landscaping plans, to scale and in detail, must be submitted at 80% completion of the residence.
2. Landscaping must be in place concurrent with move-in.
3. Landscaping is required around the foundation of a residence.
4. Landscaping is required around any outbuilding, above ground propane tank, and water well which can be viewed from the street. Landscaping around a propane tank or water well should provide 75% screening.

MAILBOXES: (Art. VII, Sec 13 of the Deed Restrictions and see Setback section)

Installation and significant alteration must be approved by the Board in advance and conform to Post Office requirements.

ITEMS TO BE SHOWN ON SITE PLAN FOR SUBMISSION TO THE BOARD:

1. The location and orientation of the residence (consider the relationship of buildings on adjacent lots when locating your residence and outbuildings).
2. The location of a driveway and entry culvert.
3. The location of a water well and tank.
4. The location of the septic field or tank system.
5. The location of a propane tank.
6. The location of any outbuildings.
7. The location, size and appearance of mailbox.
8. Electricity connection points.
9. Color of exterior building material and roofing material. (i.e. color of brick, stone, stucco; color of exterior trim woodwork; color and type of roofing material, etc.)
10. Layout and placement of any fencing along with the type of material. This includes any pillars or gates at the front of the driveway.