

ARTICLES OF INCORPORATION
OF
VILLAGES OF TOWN CENTER OWNERS ASSOCIATION, INC.

ARTICLE ONE

The name of the corporation is Villages of Town Center Owners Association, Inc.

ARTICLE TWO

The corporation is a nonprofit corporation.

ARTICLE THREE

The period of its duration is perpetual.

ARTICLE FOUR

The purpose for which the corporation is organized are:

To provide for and promote the health, safety, and welfare of its respective members, to collect the annual maintenance charges and to administer the maintenance fund, to provide for the maintenance, repair, preservation, and upkeep, and protection of all common areas and facilities located on and comprising a part of Villages of Town Center, Section One, a subdivision in the City of Roseberg, Fort Bend County, Texas according to the map or plat thereof recorded in Slide No. 901B of the Plat Records of Fort Bend County, Texas.

ARTICLE FIVE

The address of its registered office is 3621 West Alabama, #200, Houston, Texas 77027, and the name of its registered agent at such address is Tofigh Sabet Shirazi.

ARTICLE SIX

The number of initial directors is three (3) and the names and addresses of the directors are:

Tofigh Shirazi	3621 West Alabama, #200 Houston, Texas 77027
Reza Shalchi-Toussi	3621 West Alabama, #200 Houston, Texas 77027
George V. Berg, Jr.	2701 Fannin Houston, Texas 77002

ARTICLE SEVEN

The name and address of the incorporator is:

Tofigh Sabet Shirazi
3621 West Alabama #200
Houston, Texas 77027

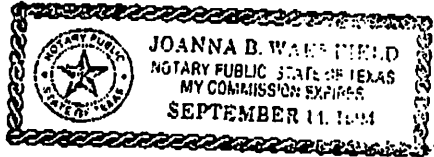
IN WITNESS WHEREOF, I have hereunto set my hand, this 13th day of

January, 1994.


Tofigh Sabet Shirazi, Incorporator

THE STATE OF TEXAS §
 §
COUNTY OF HARRIS §

This instrument was acknowledged before me by Tofigh Sabet Shirazi, Incorporator, on this the 15th day of January, 1994, personally appeared Tofigh Sabet Shirazi, who, being by me duly sworn, declared that he signed the foregoing document as incorporator and that the statements contained therein are true.



Joanna B. Wainfield
Notary Public in and for The State of
Texas
Name: _____
Commission expires: _____

AS PER ORIGINAL

BY-LAWS
OF
VILLAGES OF TOWN CENTER OWNERS ASSOCIATION, INC.

ARTICLE I
PLAN OF LOT OWNERSHIP

Section 1. Lot Ownership. The project located in the County of Fort Bend, State of Texas, known as Villages of Town Center, Section One, a subdivision in the City of Rosenberg, Fort Bend County, Texas according to the map or plat thereof recorded in Slide No. 901/B of the Plat Records of Fort Bend County, Texas, is hereinafter called the "Property".

Section 2. By-Laws Applicability. The provisions of these By-Laws are applicable to the Town Center Subdivision. The term "Town Center" as used herein shall include the Property and any "additional properties" as such term is defined in Article I, Section 1.1 of the Declaration of Covenants, Conditions and Restrictions ("Restrictions") for The Villages of Town Center, Section One, on file under Fort Bend County Clerk's File No. 8906349.

Section 3. Personal Application. All present or future owners, tenants, future tenants, or their guests and invitees or any other person that might use the facilities of the Property in any manner, are subject to the regulations set forth in these By-Laws.

The mere acquisition or rental of any Lot or Lots (hereinafter referred to as "Lots") of Town Center or the mere act of occupancy of any of said Lots will signify that these By-Laws are accepted, ratified, and will be complied with, and the terms of these By-Laws and the Declaration of Covenants, Conditions, and Restrictions. Town Center shall be incorporated by reference into any Lease or Rental Agreement of any of the Lots for purposes of determining of a default thereunder.

ARTICLE II
VOTING, MAJORITY OF OWNERS, QUORUM, PROXIES

Section 1. Voting. The Association shall have two (2) classes of voting membership:

CLASS A. Class A Members shall be all Owners, except Declarant, and shall be entitled to one vote for each Lot owned. When more than one person holds an interest in any Lot, all such persons shall be Members. The vote of such Lot shall be exercised as they among themselves determine, but in no event shall more than

one vote be cast with respect to each Lot.

CLASS B. The Class B members shall be the Declarant or its successors and assigns to whom the right of Class B membership is expressly assigned in writing (with copy of the written instrument making such assignment being delivered to the Association). Class B Members shall be entitled to three (3) votes for each Lot owned. Class B membership shall cease and be converted to Class A membership on the happening of either of the following events, whichever occurs earlier:

- (A) When the total votes outstanding in the Class A Membership equal the total votes outstanding in the Class B Membership, including those votes attributable to duly annexed areas; or
- (B) January 1, 2010.

The Class A and Class B members shall have no rights as such to vote as class, except as provided by the Texas Non-Profit Corporation Act, the Articles of Incorporation or as herein provided, and both classes shall vote upon all matters as one group.

Section 2. Majority of Owners. As used in these By-Laws, the term "majority of owners" shall mean those owners holding fifty-one percent (51%) or more of the votes.

Section 3. Quorum. Except as otherwise provided in these By-Laws, the presence in person or by proxy of a "majority of owners" as defined in Section 2. of this Article shall constitute a quorum.

Section 4. Proxies. Votes may be cast in person or by proxy. Proxies must be filed with the Secretary of Villages of Town Center Owners Association, Inc. (hereinafter referred to as the "Association") before the appointed time of each meeting.

ARTICLE III

ADMINISTRATION

Section 1. Association Responsibilities. The owners of the Lots will be made members of the Association and will have the responsibility of administering the project, approving the annual budget, establishing and collecting monthly assessments and arranging for the management of the Property pursuant to an agreement, containing provisions relating to the duties, obligations, removal and compensation of the management agent, if any. Except as otherwise provided, decisions and resolutions of the Association shall require approval by a majority of owners.

Section 2. Place of Meeting. Meetings of the Association shall be held at the Lot owned by the President of the Association or such other suitable place convenient to the owners as may be designated by the Board of Directors.

Section 3. Annual Meeting. The first annual meeting of the Association shall be held within either thirty (30) days after title to one hundred twenty (120) of the Lots of Town Center has been conveyed to bona fide purchasers of such Lots or January 15, 1996, whichever occurs later. Thereafter, the annual meetings of the Association shall be held on the anniversary date of the first annual meeting of each succeeding year, which date is not a legal holiday. If such date is a legal holiday, then the annual meeting shall be held on the day next following said date which is not a legal holiday. At such meetings there shall be elected by ballot of the owners a Board of Directors in accordance with the requirements of Article IV of these By-Laws. However, notwithstanding anything contained herein to the contrary, the first election of the Board of Directors by the owners shall not take place until thirty (30) days after all one hundred twenty (120) Lots have been sold to bona fide purchasers or January 15, 1996, whichever occurs later. The owners may also transact such other business of the Association as may properly come before them.

Section 4. Special Meetings. It shall be the duty of the President to call a special meeting of the owners as directed by resolution of the Board of Directors or upon a petition signed by a majority of the owners after having been presented to the Secretary. The notice of any special meeting shall state the time and place of such meeting and purpose thereof. No business shall be transacted at a special meeting except as stated in the notice unless by consent of four-fifths (4/5ths) of the votes present, entitled to vote pursuant to Article II, Section 1, either in person or by proxy.

Section 5. Notice of Meetings. It shall be the duty of the Secretary to mail a notice of each annual or special meeting, stating the purpose thereof as well as the time and place where it is to be held, to each owner of record, at least five (5) but not more than ten (10) days prior to such meeting. The mailing of a notice in the manner provided in this Section shall be considered notice served.

Section 6. Adjourned Meetings. If any meeting of owners cannot be organized because a quorum has not attended, the owners who are present, either in person or by proxy, may adjourn the meeting to a time not less than forty-eight (48) hours from the time the original meeting was called.

Section 7. Order of Business. The order of business at all meetings of the owners shall be as follows:

- (a) Roll call;
- (b) Proof of notice of meeting or waiver of notice;
- (c) Reading of minutes of preceding meeting;

- (d) Reports of officers;
- (e) Reports of committees;
- (f) Election of inspectors of election;
- (g) Election of Directors;
- (h) Unfinished business;
- (i) New business.

ARTICLE IV

BOARD OF DIRECTORS

Section 1. Number and Qualifications. The affairs of the Association shall be governed by a Board of Directors (herein referred to as "Board of Directors"), composed of three (3) persons, all of whom must be owners of a Lot in Town Center, except that until such time as a Board of Directors shall be elected according to the provisions of Article III, Section 3. contained in the By-Laws, the affairs of the Corporation shall be governed by an Interim Board of Directors who need not be owners of a Lot in Town Center, composed of the following three (3) persons:

<p>Tofigh Shirazi Reza Shalchi-Toussi George V. Berg, Jr.</p>	<p>President Vice President Treasurer and Secretary</p>
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The interim Board of Directors shall have the same powers and duties enumerated in these By-Laws for the elected Board of Directors. The Declarant, as defined in the restrictions, and Calsaro Town Center, Ltd. shall have the authority to appoint the Interim Board of Directors, fill vacancies in such Interim Board of Directors, and to remove at will (with or without cause) the Interim Board of Directors until the first annual meeting.

Section 2. Other Duties. In addition to duties imposed by the Declaration, these By-Laws or by resolutions of the Association, the Board of Directors shall be responsible for the following:

- (a) Care, upkeep, and surveillance of the Town Center and the common areas and recreation center facilities and the limited common areas and facilities;
- (b) Collection of monthly assessments from the owners, and maintaining an adequate reserve for replacement fund;
- (c) Designation and dismissal of the personnel necessary for the maintenance and operation of Town Center, the common areas and facilities and the limited common

areas and facilities;

(d) Designating by resolution the person or persons authorized to act on behalf of the Association in the maintenance, repair and replacement of the common areas and facilities;

(e) To make and amend reasonable rules and regulations concerning the use of Town Center.

Section 3. Management Agent. The Board of Directors may, but shall not be required to, employ for the Association a management agent at a compensation established by the Board to perform such duties and services as the Board shall authorize, including, but not limited to, the duties listed in Section 2. of this Article.

Section 4. Election and Term of Office. At the first annual meeting of the Association, the term of office of one (1) Director shall be fixed for three (3) years. The term of office of one (1) Director shall be fixed at two (2) years, and the term of office of one (1) Director shall be fixed at one (1) year. At the expiration of the initial term of office of each respective Director, his successor shall be elected to serve a term of two (2) years. The Directors shall hold office for their respective terms and until their successors have been duly elected and hold their first annual meeting.

Section 5. Vacancies. Vacancies in the Board of Directors caused by any reason other than the removal of a Director by a vote of the Association shall be filled by vote of the majority of the remaining Directors, even though they may constitute less than a quorum; and each person so elected shall be a Director until a successor is elected at the next annual meeting of the Association.

Section 6. Removal of Directors. At any regular or special meeting duly called, any one or more of the Directors may be removed with or without cause by a majority of the owners and a successor may then and there be elected to fill the vacancy thus created. Any Directors whose removal has been proposed by the owners shall be given an opportunity to be heard at the meeting.

Section 7. Organization Meeting. The first meeting of a newly elected Board of Directors shall be held within ten (10) days of election at such place as shall be fixed by the Directors at the meeting at which such Directors were elected, and no notice shall be necessary to the newly elected Directors in order legally to constitute such meeting, providing a majority of the whole Board shall be present.

Section 8. 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, but at least two (2) such meetings shall be held during each fiscal year.

Notice of regular meetings of the Board of Directors shall be given to each Director, personally or by mail, telephone or telegraph, at least three (3) days prior to the day named for such meeting.

Section 9. Special Meetings. Special meetings of the Board of Directors may be called by the President on three (3) days' notice to each Director, given personally or by mail, telephone or telegraph, which notice shall state the time, place (as hereinbefore provided), and purpose of the meeting. Special meetings of the Board of Directors shall be called by the President or Secretary in like manner and on like notice on the written request of at least two (2) Directors.

Section 10. Waiver of Notice. Before or at any meeting of the Board of Directors, any Director may, in writing, waive notice of such meeting and such waiver shall be deemed equivalent to the giving of such notice. Attendance by a Director at any meeting of the Board shall be a waiver of notice by him at the time and place thereof. If all the Directors are present at any meeting of the Board, no notice shall be required and any business may be transacted at such meeting.

Section 11. Board of Director's Quorum. At all meetings of the Board of Directors, a majority of the Directors shall constitute a quorum for the transaction of business, and the acts of the majority of the Directors present at a meeting at which a quorum is present shall be the acts of the Board of Directors. If at any meeting of the Board of Directors there be less than a quorum present, the majority of those present may adjourn the meeting from time to time. At any such adjourned meeting, any business which might have been transacted at the meeting as originally called may be transacted without further notice.

Section 12. Fidelity Bonds. The Board of Directors shall require that all officers and employees of the Association, including the management agent and its employees handling or responsible for Association funds, furnish adequate fidelity bonds. The premiums on such bonds shall be paid by the Association.

Section 13. Compensation of Directors and Officers. The Board of Directors and Officers shall receive reasonable compensation, if any, as shall be approved by the majority of the owners. Otherwise, they shall serve without compensation, but shall be entitled to be reimbursed for actual and reasonable expenses incurred in connection with the administration of the affairs of the Association.

Section 14. Committees. The Board of Directors may, but shall not be required to, appoint an executive committee, and it may designate and appoint members to the standing committees, such as:

(a) A Recreation Committee which shall advise the Board of Directors on all matters pertaining to the recreational program and activities of the Association and shall perform such other functions as the Board, in its discretion, determines;

(b) A Maintenance Committee which shall advise the Board of Directors on all matters pertaining to the maintenance, repair or improvement of Town Center, and shall perform such other functions as the Board, in its discretion, determines;

(c) A Publicity Committee which shall inform the members of all activities and functions of the Association, and shall, after consulting with the Board of Directors, make such public releases and announcements as are in the best interest of the Association; and

(d) An Audit Committee which shall supervise the annual audit of the Association's books and approve the annual budget and statement of income and expenditures to be presented to the membership at its regular annual meeting. The Treasurer shall be an ex-officio member of the Committee.

It shall be the duty of each committee to receive complaints on any matter involving Association functions, duties and activities within its field of responsibility. It shall dispose of such complaints as it deems appropriate or refer them to such other committee, Director, officer or management agent of the Association as is further concerned with the matter presented.

ARTICLE V

OFFICERS

Section 1. Designation. The principal officers of the Association shall be a President, a Vice President, and a Secretary and a Treasurer, all of whom shall be elected by and from the Board of Directors. The offices of Treasurer and Secretary may be filled by the same person.

Section 2. Election of Officers. The officers of the Association shall be elected annually by the Board of Directors at the organization meeting of each new Board and shall hold office at the pleasure of the Board.

Section 3. Removal of Officers. The officers of the Association shall be elected annually by the Board of Directors at the organization meeting of each new Board and shall hold office at the pleasure of the Board.

Section 4. President. The President shall be the chief executive officer of the Association. He shall preside at all meetings of the Association and of the Board of

Directors. He shall have all of the general powers and duties which are usually vested in the office of president of an Association, including, but not limited to, the power to appoint committees from among the owners from time to time as he may, in his discretion, decide is appropriate to assist in the conduct of the affairs of the Association.

Section 5. Secretary. The Secretary shall keep the minutes of all meetings of the Board of Directors and the minutes of all meetings of the Association; he shall have charge of such books and papers as the Board of Directors may direct; and he shall, in general, perform all duties incident to the office of Secretary.

Section 6. Vice President. The Vice President shall take the place of the President and perform his duties whenever the President shall be absent or unable to act. If neither the President or the Vice President is able to act, the Board of Directors shall appoint some other member of the Board to so do on an interim basis. The Vice President shall also perform such other duties as shall from time to time be imposed upon him by the Board of Directors.

Section 7. Treasurer. The Treasurer shall have the responsibility for Association funds and securities and shall be responsible for keeping full and accurate accounts of all receipts and disbursements in books belonging to the Association. He shall be responsible for the deposit of all monies and other valuables in the name, and to the credit, of the Association in such depositories as may from time to time be designated by the Board of Directors.

ARTICLE VI

OBLIGATIONS OF THE OWNERS

Section 1. Assessments. All owners are obligated to pay assessments imposed by the Association to meet all of the Property's common expenses; as determined by the Board of Directors, which may include without limitation a liability insurance policy premium and any insurance premium for a policy to cover repair and reconstruction work in case of hurricane, fire, earthquake or other hazard; other insurance, adequate reserve for replacement fund, maintenance, management, utilities and other expenses necessary, incidental or convenient to the Property. The assessments shall be made prorata per area of Lot owned.

Section 2. Maintenance and Repair.

(a) Every owner must perform promptly all maintenance and repair work within his own Lot, except for landscape easements, which, if omitted, would affect the Property in its entirety or in a part belonging to other owners, being expressly responsible for the damages and liabilities that his failure to do so

may engender;

(b) All the repairs of internal installation of the Lot, such as water, light, gas, power, sewage, telephone, furnace, sanitary installations, doors, windows, lamps, and all other accessories belonging to the Lot shall be at the owner's expense;

(c) An owner shall timely reimburse the Association for any expenditure incurred in repairing or replacing any common area and facility damaged through his fault.

Section 3. Use of Lots - Internal Changes.

(a) All Lots shall be utilized for residential purposes only;

(b) An owner shall not make structural modifications or alterations on his Lot located in Town Center without previously notifying the Association in writing, through the management agent, or through the President or the Board of Directors. The Association shall have the obligation to answer within thirty (30) days and the failure to do so within the stipulated time shall mean that there is no objection to the proposed modification or alteration.

Section 4. Rules and Regulations. These Administrative Rules and Regulations are established for the mutual benefit, enjoyment and comfort of owners and to further the successful operation of the owners, their lessees and guests. Owners are responsible for the observance of these Rules and Regulations by the members of their household, their lessees and their guests.

1. **Occupancy.** A Lot shall not be permanently occupied by more than one (1) family.

2. **Exterior Installations.** Owners shall not install antennae or other external equipment, modifications, decorations, signs, lighting, landscaping or otherwise that affect the uniformity or aesthetics of the Property.

3. **Negligence.** An owner shall be liable for the expense of any maintenance, repair or replacement made necessary by his negligent act or by that of any member of his family or his or their guests, employees, agents, or lessees, but only to the extent such expense is not met by the proceeds of insurance carried by the Association. Such liability shall include any increase in fire insurance rates caused by misuse or abandonment of a Lot or its appurtenances.

4. **Attorney's Fees.** Any proceeding by the Association arising because of an alleged failure of an owner to comply with the terms of the Declarations, By-Laws, or these Regulations, and as such documents are amended, shall entitle the Association to receive reasonable attorney's fees and court costs as may be awarded by the court.

5. **Pets.** No animals, livestock or poultry of any kind shall be raised, bred, or kept in any Lot, except that reasonable numbers, consistent with a residence, of dogs, cats or other household pets may be kept provided that they are not kept, bred or maintained for any commercial purpose. The following rules, in addition to any others hereafter made by the Association, shall apply to the keeping of pets.

(a) No pets shall be allowed in the common areas or facilities unless on a leash held by the pet's owner or his agent;

(b) No dog, cat, bird or other pet shall be kept by an owner which pet makes such noise or disturbances by barking or otherwise which unreasonably disturb other Lot owners.

(c) Each owner shall immediately clean up and properly dispose of any messes or droppings left by his own pet on any part of the common area and facilities;

(d) In no event shall any Lot be used to keep more than two (2) dogs, cats or other similar household pets or combinations thereof and their offspring over ten (10) weeks old;

(e) In no event shall any Lot be used to keep any pet greater than one hundred twenty-five (125) pounds in weight; and

(f) The Association shall have the power to enforce these provisions by levying fines and assessments for violation thereof and by requiring owners to dispose of pets which are a nuisance to the other owners or are being kept in numbers in excess of those hereby allowed. It is agreed that this provision is for the mutual benefit of all owners.

6. **Fire Hazard.** No items which may create a fire hazard shall be kept or used in any common areas, facilities or the limited common areas and facilities.

7. **Litter.** All litter in the common areas and facilities shall be placed in trash dumps. All users of the common areas and facilities will clean up whatever common areas and facilities they use.

8. **Guests.** Residents shall be strictly responsible for the instruction of their guests as to the provisions of these Rules and Regulations.

The foregoing administrative rules and regulations may be withdrawn or modified at a regular or special meeting by affirmative vote of a majority of the owners entitled to vote pursuant to Article II, Section 1. Additional administrative rules and regulations may be promulgated by the affirmative vote of a majority of the owners at a regular or special meeting. Such administrative rules and regulations shall not take effect until thirty (30) days after adoption.

ARTICLE VII

AMENDMENTS TO BY-LAWS

Section 1. **By-Laws.** These By-Laws may be amended by the Association in a duly constituted meeting for such purpose and no amendment shall take effect unless approved by a majority of the owners.

ARTICLE VIII

NO WAIVER OF RIGHTS

The omission or failure of the Association or any owner to enforce the covenants, conditions, restrictions, uses, limitations, easements, obligations or other provisions of the Declarations, By-Laws, or the rules and regulations adopted pursuant thereto shall not constitute or be deemed a waiver, modification, or release thereof, and the Board of Directors or the management agent shall have the right to enforce the same thereafter.

ARTICLE IX

COMPLIANCE

In case any of these By-Laws conflict with the provisions of a statute or law of the State of Texas or Fort Bend County, it is hereby agreed and understood that the provisions of the statute or law shall apply.

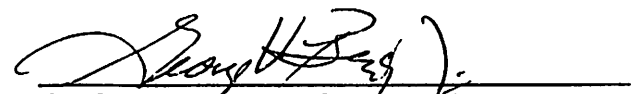
ARTICLE X

CONFLICTS WITH RESTRICTIONS

Notwithstanding anything herein contained to the contrary, in the event any of the provisions of these By-Laws conflict with the provisions of the Restrictions, the provisions of the Restrictions shall control.


REZA SHALCHI-TOUSSI, Director


TOFIGH SABET SHIRAZI, Director


GEORGE V. BERG, JR., Director