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DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS OF
VILLAGES OF TOWN CENTER
SECTION ONE

THE STATE OF TEXAS) (

COUNTY OF FORT BEND) (KNOW ALL MEN BY THESE PRESENTS:

This Declaration made on the date hereinafter set forth by TOWN CENTER JOINT VENTURE, a Texas joint venture composed of University Savings Association, a Texas savings and loan association and THE JOHNSON CORPORATION, a Texas corporation, said joint venture having its principal office at 1300 Post Oak Blvd., Suite 1800 in Houston, Harris County, Texas.

W I T N E S S E T H:

WHEREAS, it is the desire of Declarant to place certain restrictions, covenants, conditions, stipulations and reservations upon and against the property, 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 under slide No. 901B of the Fort Bend County, Texas, Plat Records in order to establish a uniform plan for the development, improvement and sale of the property, and to insure the preservation of such uniform plan for the benefit of both the present and future owners of lots in the property;

NOW, THEREFORE, Declarant hereby adopts, establishes and imposes upon VILLAGES OF TOWN CENTER SECTION ONE, and declares the following reservations, easements restrictions, covenants and conditions applicable thereto, all of which are for the purpose of enhancing and protecting the value, desirability and attractiveness of the Property, and for the welfare and benefit of the owners of lots in the Property, which reservations, easements, covenants, restrictions and conditions shall run with the land and shall be binding upon all parties having or acquiring any right, title or interest therein, or any part thereof, and shall inure to the benefit of each owner thereof for the welfare and protection of property values.

ARTICLE I.

DEFINITIONS

Wherever used in this Declaration, the following words and/or phrases shall have the following meanings, unless the context clearly requires otherwise.

1.1. "Properties", or "Property" shall mean and refer to VILLAGES OF TOWN CENTER, SECTION ONE, as more fully shown on the plat thereof recorded under Slide No. 901B of the Fort Bend County Texas Plat Records, and any additional properties made subject to the terms hereof pursuant to the provisions set forth herein.

1.2. "Lot" and/or "Lots" shall mean and refer to any lot or lots shown on the Subdivision Plat, all of which are restricted hereby to use for single family residential purposes.

1.3. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of fee simple title to any Lot, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation and those having only an interest in the mineral estate.

1.4. "Subdivision Plat" shall mean and refer to the map or plat of VILLAGES OF TOWN CENTER, SECTION ONE, recorded under Slide No. 901B of the Fort Bend County, Texas Plat Records.

1.5. "Architectural Control Committee" shall mean and refer to the VILLAGES OF TOWN CENTER Architectural Control Committee provided for in Article IV hereof.

1.6. "Association" shall mean and refer to the VILLAGES OF TOWN CENTER OWNERS ASSOCIATION, INC., its successors and assigns, as provided for in Article V hereof.

1.7. "Declarant" shall mean and refer to Town Center Joint Venture, a Texas joint venture composed of The Johnson Corporation and University Savings Association; and its successors and assigns to whom the rights of the Declarant are expressly assigned in writing.

ARTICLE II.

RESERVATIONS, EXCEPTIONS AND DEDICATIONS

2.1 The Subdivision Plat dedicates for use as such, subject to the limitations set forth therein, the streets and easements shown thereon, and such Subdivision Plat further establishes certain

restrictions applicable to the Properties, including, without limitation, certain minimum setback lines. All dedications, limitations, restrictions and reservations shown on the Subdivision Plat are incorporated herein and made a part hereof, as if fully set forth herein, and shall be construed as being adopted in each and every contract, deed or conveyance executed or to be executed by or on behalf of Declarant, conveying said property or any part thereof, whether specifically referred to therein or not.

2.2. Declarant reserves the easements and right-of-ways as shown on the Subdivision Plat for the purpose of constructing, maintaining and repairing a system or systems of electric lighting, electric power, telegraph and telephone line or lines, water, sanitary sewer, gas, storm sewers, or any other utility Declarant sees fit to install in, across and/or under the Properties.

2.3. Neither Declarant nor any utility company using the easements herein referred to shall be liable for any damages done by them, or their assigns, agents, employees or servants, to fences, shrubbery, trees or flowers or other property of the Owner situated on the land covered by said easements.

2.4. It is expressly agreed and understood that the title to any Lot or parcel of land within the Properties conveyed by Declarant by contract, deed or other conveyance shall be subject to an easement for roadways or drainage, water, gas, sewer, storm sewer, electric light, electric power, telegraph or telephone purposes and no deed or other conveyance of the Lot shall convey any interest in any pipes, lines, poles or conduits, or in any utility facility or appurtenances thereto constructed by or under Declarant or any easement, owner, or their agents, through, along or upon the premises affected thereby, or any part thereof, to serve said land or other portion of the Property. The right to maintain, repair, sell or lease such appurtenances to any municipality or other governmental agency or to any public service corporation or to any other party, is hereby expressly reserved.

ARTICLE III.

USE RESTRICTIONS

3.1. Land Use and Building Type. All Lots shall be known and described as Lots for single family residential purposes only

PROPERTY OUT BUILDINGS AND PORCH
RIGHT-OF-WAYS AND EASEMENTS

(hereinafter sometimes referred to as "Residential Lots"), and no structure shall be erected, altered, placed or permitted to remain on any Lot other than one detached single-family dwelling not to exceed two and one-half (2 1/2) stories in height with a detached or attached garage capable of housing not less than two (2) or more than four (4) cars. As used herein, the term "single family residential purposes" shall be construed to prohibit the use of said Lots for mobile homes, duplex houses, garage apartments, or apartment houses; and no Lot shall be used for business or professional purposes of any kind, nor for any commercial or manufacturing purposes.

The following specific restrictions and requirements shall apply to all Lots in the Property.

(a.) Outbuildings:

With the exception of not more than one (1) lawn storage building and/or one (1) children's playhouse, with a maximum height of eight (8') feet from ground to highest point of structure, no building of any kind shall ever be moved onto any Lot. It is intended hereby that unless otherwise specifically approved pursuant to Article IV hereof, only new construction shall be placed and erected within the Property. No carports of any kind shall be built, placed, or constructed on any Lot.

(b.) Garages:

No garage shall ever be changed, altered or otherwise converted for any purpose inconsistent with the housing of a minimum of two (2) automobiles at all times. All Owners, their families, tenants and contract purchasers shall, to the greatest extent practicable, utilize such garages for the garaging of vehicles belonging to them.

(c.) Exterior Walls:

No residences shall have less than 51% brick, or equivalent masonry construction, on its exterior wall area. Detached garages may have wood siding of a type and design approved by the Architectural Control Committee or its designated representative. The interior walls of attached garages must have sheetrock or similar wall board.

(d.) Roof Materials:

Unless otherwise approved in accordance with last sentence of this subsection (d) the roof of all buildings in the Property shall be

constructed or covered with wood shingles, asphalt composition shingles of 235# or heavier weight, or fiberglass composition shingles of 225# or heavier weight. The color of any composition shingles shall be of wood tone, earthtone or in harmony with earthtone and shall be subject to approval by the Architectural Control Committee. Any other type roofing material may be used only if approved in writing by the Architectural Control Committee.

(e.) Airconditioners:

No window or wall type air conditioners shall be permitted to be used, erected, placed, or maintained on or in any building or on any Lot, except in temporary buildings approved by the Architectural Control Committee.

(f.) Garbage Disposals Required:

Each kitchen in each dwelling or living quarters situated on any Lot shall be equipped with a garbage disposal unit, which shall at all times be kept in good operating condition.

3.2. Minimum square footage within improvements. Each one story dwelling constructed on a Lot shall contain a minimum of One Thousand Five Hundred (1,500) square feet of livable area, exclusive of open porches and garages, and each multi-story dwelling shall contain a minimum of One Thousand Six Hundred (1,600) square feet of livable area, exclusive of open porches and garages, of which at least One Thousand (1,000) square feet shall be situated on the ground floor.

3.3. Sidewalks. A concrete sidewalk four (4) feet wide shall be constructed within the boundaries of each Lot parallel to the curb contiguous with and "inside" the property line along the entire fronts of all Lots and along the entire side of all corner Lots. The plans for each residence to be built on each Lot shall include plans and specifications for such sidewalk, which shall be constructed and completed before the residence is occupied. At each street intersection where a sidewalk shall abutt the curb, there shall be provided curb ramps with a rough, non-skid surface to accommodate handicapped individuals in wheel chairs. The type of construction and the specifications for said curb ramps shall be as provided by the Ft. Bend County Engineering Department and/or any other governing jurisdiction. The construction of sidewalks and curb ramps shall

initially be the responsibility of each builder. Should, however, if any residence should be occupied prior to the completion of the above described sidewalks and curb ramps, then the existing Owner and all subsequent Owners shall be responsible for this required improvement.

3.4. Location of the improvements upon the Lot. No building shall be located on any Lot nearer to the front lot line or nearer to the street side lot line on corner lots than the minimum building setback line shown on the Subdivision Plat; however, in no instance shall a building be located nearer to the front property line than twenty-five (25) feet unless specifically approved in writing by the Architectural Control Committee. Unless specifically approved pursuant to the provisions of Article IV below, no part of the main residential building or garage shall be located nearer than five (5') feet to an interior side lot line or ten (10) feet to any street side lot line on a corner Lot. Any detached garage located a distance of sixty-five (65') feet or more from the front of a lot may be located no less than three (3') feet from an interior side lot line. For the purposes of this covenant, eaves, steps, unroofed terraces, and open porches shall not be considered as part of a building provided, however, this shall not be construed to permit any portion of a building or structure constructed on a Lot to encroach upon another Lot or to be situated closer than ten (10') feet to a building on any adjoining Lot. Unless otherwise approved in writing by the Architectural Control Committee, each main residential building shall face the front of the Lot. For the purpose hereof, the term "front lot line" shall mean the property line of a Lot that is adjacent and contiguous to a street or road shown on the Subdivision Plat, or if two or more property lines are adjacent to a street, the "front lot line" shall be the property line adjacent to a street that has the shortest dimension, and the term "street side lot line" shall mean and refer to all property lines of any lot that are adjacent to a street except the front lot line, and the term "interior side lot line" shall mean and refer to all property lines other than the front lot line and the street side lot line.

3.5. Composite Building Site. Subject to the approval of the Architectural Control Committee, any owner of one or more adjoining Lots or portions thereof may consolidate or redivide such Lots or

portions into one or more building sites. The minimum building set back along the side lot lines of such consolidated or replatted Lots shall be measured from the resulting side lot lines rather than from the lines as indicated on the Subdivision Plat.

3.6. Prohibition of Offensive Activities. No activity, which is not related to single family residential purposes (whether for profit or not) shall be conducted on any Lot. No noxious or offensive activity of any sort shall be permitted nor shall anything be done on any Lot which may be or become an annoyance or a nuisance to the neighborhood. This restriction shall not apply to prevent or prohibit normal sales activities required to sell new homes in the subdivision and the lighting effects utilized to display model homes, if any.

3.7. Use of Temporary Structures. Except for temporary or portable sales and construction offices, storage areas, model homes, signs, and portable toilet facilities, located and maintained on the Property by Declarant or with Declarant's approval, or as may be determined by Declarant to be necessary or desirable for the lots, selling or constructing residences and constructing other improvements upon the Property, no structure of a temporary character, whether trailer, basement, tent, shack, garage, barn or other outbuilding shall be occupied, maintained or used on any Lot at any time as a residence, or for any other purpose, with the exception of lawn storage buildings or children's playhouses which may be constructed after obtaining the prior express written consent of the Architectural Control Committee.

3.8. Playhouses, Pools, or Other Amenity Structures. No above ground pools are permitted on any Lot either permanently or temporarily. An above ground pool is a pool which is capable of holding a water surface twelve (12) inches or more above the finished ground elevation of the Lot. Playhouse or fort style structures which are approved under Section 3.7 are limited to a maximum overall height of (8) feet and an above ground deck maximum height of forty-two (42) inches. Playhouses, pools, playground equipment of any type, or amenity structures of any type shall be permitted only when the backyard of the specific Lot involved is completely enclosed by fence in accordance with paragraph 3.12.

3.9. Storage of Automobiles, Boats, Trailers and Other

Vehicles. Except as permitted in the next sentence of this Section 3.9, no vehicle with or without motor may be parked or stored on any part of any Lot, easement, right-of-way, or common area unless such vehicle is concealed from public view inside a garage (provided the doors may be closed and secured) or within other approved enclosure. Passenger automobiles, passenger vans or pick-up trucks that are in operating condition evidenced by current, un-expired license plates and inspection stickers; are in daily use as motor vehicles on the streets and highways of the State of Texas; and which do not exceed six feet six inches in height, or seven feet six inches in width and twenty-one feet in length, may be parked in the driveway on such Lot. No non-motorized vehicles, trailers, boats, marine craft, hovercraft, aircraft, machinery or equipment of any kind may be parked or stored on any part of any Lot, easement, right-of-way, or common area unless such object is concealed from public view inside an enclosed garage or other approved enclosure. No repair work, dismantling or assembling of motor vehicles or other machinery or equipment shall be done or permitted on any street, driveway or any portion of any Lot. No motor bikes, motorcycles, motor scooters, "Go-Carts" or other similar vehicles shall be permitted to be operated on the Property, if, in the sole judgement of the Board of Directors of the Association, such operation, by reason of noise or fumes emitted, or by reason of manner of use, shall constitute a nuisance or jeopardize the safety of any Owner, Tenant, or resident of any Lot, and their families. The Board of Directors of the Association may adopt rules for the regulation of the admission and parking of vehicles within the common areas, including the assessment of charges to Owner(s), or resident(s) of the Property who violate, or whose invitees violate, such rules. If a complaint is received about a violation of any part of this section, the Architectural Control Committee will be the final authority on the matter. This restriction shall not apply to any vehicle, machinery, or maintenance equipment temporarily parked and in use for the construction, repair or maintenance of subdivision facilities or of a house or houses in the immediate vicinity.

VEHICLES

3.10. Mineral Operations. No derrick or other structures designed for the use in boring for water, oil or natural gas or other minerals shall be erected, maintained or permitted upon any Lot, nor shall any tanks for the storage, holding, treatment or processing of water, oil, gas or other minerals be permitted upon any Lot.

3.11. Animal Husbandry. No animals, snakes, livestock or poultry of any kind shall be raised, bred or kept on any Lot except dogs, cats or other common household pets provided they are not kept, bred or maintained for commercial purposes. No more than two common household pets will be permitted on each Lot. If common household pets are kept, such pets must be restrained and confined to the back yard inside a fenced area. It is the pet owner's responsibility to keep the Lot clean and free of pet debris.

3.12. Walls, Fences, and Hedges. No hedge in excess of three (3) feet in height, walls or fence shall be erected or maintained nearer to the front lot line than the walls of the dwelling existing on such Lot. No side or rear fence or wall shall be more than eight (8) feet nor less than six (6) feet in height. All fences and walls shall be of cedar construction or better. No chain link, chickenwire, or other wire fence will be permitted on any Lot.

3.13. Visual Obstruction at the Intersections of Public Streets. No object or thing which obstructs site lines at elevations between two (2) feet and eight (8) feet above the roadways within the triangular area formed by the intersecting center lines of the intersecting roadways and a line connecting them at points twenty-five (25) feet from their point of intersection shall be placed, planted or permitted to remain on any corner lots.

3.14. Lot Maintenance. The Owners and occupants of all Lots shall at all times keep all weeds and grass thereon cut in a sanitary, healthful and attractive manner and shall in no event use any Lot for storage of materials and equipment except for normal residential requirements or incident to construction of improvements thereon as herein permitted. The drying of clothes in public view is prohibited. If outside drying of clothes is desired, the Owner or occupant desiring outside drying shall construct and maintain a fenced drying yard or other suitable enclosure to screen drying clothes from public view.

5 IN WIDE USE CEDAR
3 RAIL

Similarly, all yard equipment, wood piles, or storage piles shall be screened by a fenced service yard or other similar facilities so as to conceal them from view of neighboring lots, any street or other property. No Lot shall be used or maintained as a dumping ground for trash, nor will the accumulation of garbage, trash or rubbish of any kind thereon be permitted. Burning of trash, garbage, leaves, or grass will not be permitted. Trash, garbage or other waste materials shall be kept in sanitary containers constructed of metal, plastic or masonry materials with sanitary covers or lids. Equipment for the storage or disposal of such waste materials used in the construction of improvements erected upon any Lot may be placed upon such Lot at the time construction is commenced and may be maintained thereon for a reasonable time, so long as the construction progresses without undue delay, until the completion of the improvements, after which these materials shall either be removed from the Lot or stored in a suitable enclosure on the Lot. In the event of default on the part of the Owner or occupant of any Lot in observing any of the above requirements, and such default continues unresolved for ten (10) days after written notice thereof is mailed to the last known address of the Owner involved, (without the requirement of certification), Declarant or any employee, agent or contractor of the Association may, without liability to the Owner or occupant in trespass or otherwise, enter upon said Lot and cause to be cut such weeds, and grass, and remove or cause to be removed such garbage, trash and rubbish, or do any other thing necessary to secure compliance with these restrictions so as to place said Lot in a neat, attractive, healthful, and sanitary condition, and may charge the Owner or occupant of such Lot for the cost of the work. The Association, shall have the right but not the obligation to contract or arrange for regular garbage pick up service for the Lot Owners. The Owner or occupant, as the case may be, agrees by the purchase or occupancy of the property to pay for such work or service immediately upon receipt of a statement therefor. In the event of the failure to pay such statement, the amount thereof may be added to the annual maintenance charge assessed against such Lot and become a charge thereon which shall be collectible in the same manner as the regular annual maintenance charge provided for herein.

3.15. Signs, Advertisements, Billboards. No signs, billboards, posters or advertising devices of any character shall be erected on any Lot except one sign of not more than five (5) square feet, advertising the property for sale or rent or signs used by a builder to advertise the property for sale during the construction and sales period. Declarant or the Association shall have the right to remove any non-conforming sign, advertisement or billboard or structure which is placed on a Lot, and in so doing shall not be subject to any liability or damages for trespass, tort or otherwise in connection with or arising out of such removal. Provided consent is obtained from the Declarant or the Architectural Control Committee or its assignee, which shall not be unreasonably withheld, builders of new homes constructed on Lots purchased from Declarant may construct and maintain signs, billboards, or advertising devices for the purpose of advertising such homes.

3.16. Antennas. No electronic antenna or device of any type other than an antenna for receiving normal commercial radio and television signals shall be erected, constructed, placed or permitted to remain on any Lots, houses, garages, or buildings constructed on any Lot, unless they are placed and located so as to be completely concealed from public view. No antennas, radio, T.V. towers or satellite dish or antenna of any type or style shall be erected as a free-standing structure, mounted to any exterior wall or roof of any building on a Lot, or be erected and supported by any type of guy wires or guying device.

3.17. Noise. Except in an emergency or when unusual circumstances exist (as determined by the Board of Directors), outside construction work or noisy interior construction work shall be permitted only after 7:00 a.m. and before 9:00 p.m.

3.18. Underground Electric Service. An underground electric distribution system will be installed in the subdivision, designated herein as Underground Residential Subdivision, which underground service area embraces all the Lots which are platted in the subdivision. The Owner of each Lot containing a single dwelling unit shall, at his own cost, furnish, install, own and maintain (all in accordance with the requirements of local governing authorities and the

National Electrical Code) the underground service cable and appurtenances from the point of electric company's metering at the structure to the point of attachment to be made available by the electric company at a point designated by electric company at the property line of each Lot. The electric company furnishing service shall make the necessary connections at said point of attachment and at the meter. Declarant has, either by designation on the plat of the subdivision or by separate instrument, granted necessary easements to the electric company providing for the installation, maintenance, and operation of its electric distribution system and has also granted to the various Homeowner's reciprocal easements providing the access to the area occupied by and centered on the service wires of the various Homeowners to permit installation, repair and maintenance of each Homeowner's owned and installed service wires. In addition, the owner of each Lot containing a single dwelling unit shall, at his own cost, furnish, install, own and maintain a meter loop (in accordance with the then current Standards and Specifications of the electric company furnishing service) for the location and installation of the meter of such electric company for each dwelling unit involved. For so long as underground service is maintained in the Underground Residential Subdivision, the electric service to each dwelling unit therein shall be underground, uniform in character and exclusively of the type known as single phase, 240/120 volt, three wire, 60 cycle, alternating current.

3.19. Deviations in Restrictions. The Declarant or the Association, at its sole discretion, is hereby permitted to approve, not obligated to grant, deviations in the restrictions set forth herein in instances where, in its sole judgment, such deviation will result in a more common beneficial use. Such approvals must be granted in writing. Any deviations granted must be in the spirit and intent of the welfare of the overall community. The granting of a deviation or variance in any one or more instances shall not be construed as a waiver of such restriction or as in any way obligating the Declarant or the Association to grant the same or any similar deviation or variance under the same or similar circumstances.

3.20. No Liability. Declarant or the Association, as well as their agents, employees and architects, shall not be liable to any Owner or any other party for any loss, claim or demand asserted on account of their administration of these restrictions and the performance of their duties hereunder, or any failure or defect in such administration and performance. These restrictions can be altered or amended only as provided herein and no person is authorized to grant exceptions or make representations contrary to the intent of this Declaration. No approval of plans and specifications and no publication of minimum construction standards shall be construed as representing such plans, specifications or standards will, if followed, result in a properly designed residence. Such approvals and standards shall in no event be construed as representing or guaranteeing any residence will be built in a good, workmanlike manner. The acceptance of a deed to a residential Lot in the subdivision shall be deemed a covenant and agreement on the part of the grantee, and the grantee's heirs, successors and assigns, that Declarant and the Association, as well as their agents, employees and architects, shall have no liability under this Declaration except for willful misdeeds.

3.21. Interpretation. If this Declaration or any word, clause, sentence, paragraph or other part hereof shall be susceptible of one or more conflicting interpretations, the interpretation which is most nearly in accord with the general purposes and objectives of this Declaration shall govern and may be corrected or clarified by Declarant's recording of a supplement to this Declaration.

ARTICLE IV.

4.1 Approval of Building Plans. No building shall be erected, placed, or altered on any Lot until the construction plans and specifications and a plot plan showing the location of the structure, have been approved in writing as to harmony of exterior design and color with existing structures, as to location with respect to topography and finished ground elevation, and as to compliance with minimum construction standards by the Architectural Control Committee. A copy of the construction plans and specifications and a plot plan, together with such other information as may be deemed pertinent, shall be submitted to the Architectural Control Committee, or its designated

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representative prior to the commencement of construction. The Architectural Control Committee may require the submission of such plans, specifications, and plot plans, together with such other documents as it deems appropriate, in such form and detail as it may elect at its entire discretion. In the event the Architectural Control Committee fails to approve or disapprove such plans and specifications within thirty (30) days after its receipt of the required documents, approval will not be required and the requirements of this Section will be deemed to have been fully complied with as long as any alterations, construction or renovations are completed within the guidelines provided by these restrictions or any amendments hereto. However, should an Owner or occupant move forward with any such construction, alterations or exterior changes without first applying for approval by the Architectural Control Committee, such Owner or occupant will be in violation of this Declaration. Should this occur the Architectural Control Committee will only be obligated to respond within one hundred twenty (120) days after its receipt of any submission for review which is made after construction has commenced. The Association has the right to obtain restraining orders and/or temporary or permanent injunctions to terminate or halt construction which has not been reviewed and approved by the Architectural Control Committee. The Architectural Control Committee shall have full and complete authority to approve construction of any improvement on any Lot, and its judgment shall be final and conclusive.

4.2 Architectural Control Committee. The Architectural Control Committee (hereafter referred to as "ACC") shall consist of three (3) members who shall be initially appointed by the Declarant. The initial members shall be Douglas S. Welker, David J. Boury and William H. Frey. In the event of the death, resignation, or removal of any initial or subsequent member of the ACC, the remaining member or members, or the Designated Representative if there is no remaining member shall have the power to appoint successor member(s) to the ACC. Any member of the ACC may be removed with or without cause by the vote of a majority of the remaining members of the ACC, and in the event of a tie vote the Designated Representative may cast the deciding vote. The ACC may from time to time appoint a Designated

Representative to act on its behalf. The initial Designated Representative of the ACC shall be William H. Frey. After such time as there has been built and constructed on each and every Lot in the subdivision a residential dwelling and related improvements, or at such earlier times as the ACC may elect, the duties and responsibilities of the Architectural Control Committee shall be assumed by, and its powers assigned to the Board of Directors of the Association. At the time the ACC ceases to serve as the Architectural Control Committee (at the completion of the conditions set forth above or at such earlier time as it may elect), it shall assign such rights and powers of the Architectural Control Committee to the Board of Directors of the Association, such assignment to be evidenced by an instrument in writing, executed and acknowledged by the members of the ACC or its designee, and filed of record in the appropriate records of the County Clerk of Ft. Bend County, Texas. The address for submission of applications for Architectural review may change from time to time.

4.3. Minimum construction standards. The Architectural Control Committee may from time to time promulgate an outline of minimum acceptable construction standards; provided, however, that such outline will serve only as a minimum guideline and the ACC shall not be bound thereby or prohibited from imposing additional more stringent requirements or adopting amendments to relax, reduce or change standards from time to time.

ARTICLE V.

5.1 Membership and Voting Rights. Every Owner of a Lot which is subject to assessment 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. The foregoing is not intended to include persons or entities who hold an interest merely as security for the performance of an obligation. No Owner shall have more than one membership for each Lot owned by the Owner.

(a.) Each Owner is required at all times to provide the Association with proper mailing information should it differ from the property address relative to ownership. Further, when an alternate address exists, each Owner is required to render notice of tenant, if any, or agency, if any, involved in the management of said property.

The Owner is required to provide current information regarding such Owner's address and the name and address of the occupant or property manager, if any, of each Lot Owned, to the Association or it's designated management agent at all times.

(b.) Voting Rights The Association shall have two Classes of voting membership:

Class A. Class A members shall be all Owners with the exception of the Declarant. Class A members shall be entitled to one (1) vote for each Lot owned. When more than one person holds an interest in any Lot, all such persons shall be members. The vote for such Lot shall be exercised as they among themselves determine, but in no event shall more than one vote be cast with respect to any Lot.

Class B. The Class B member(s) shall be the Declarant or its successors and assigns to whom the right of Class B membership is expressly assigned in writing (with a 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. The Class B membership shall cease and be converted to Class A membership on the happening of either of the following events, whichever occurs earlier:

- (1) When the total votes outstanding in Class A membership equal the total votes outstanding in Class B membership:
- or
- (2) January 1, 2010

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

5.2. Non-Profit Corporation. VILLAGES OF TOWN CENTER OWNERS ASSOCIATION, INC. , (the "Association") has been or shall be organized as a non-profit corporation and it shall be governed by the Articles of Incorporation and By-laws of said Association. All duties, obligations, benefits, liens and rights hereunder in favor of the Association shall be vested in said corporation.

5.3. Bylaws. The Association may make whatever rules or bylaws it may choose to govern the organization, provided, however, that same are not in conflict with the terms and provisions hereof.

5.4. Inspection of Records. The members of the Association shall have the right to inspect the books and records of the Association at reasonable times during the normal business hours by appointment.

ARTICLE VI.

PROPERTY RIGHTS

6.1. Owner's Easement of Enjoyment. Every Owner shall have a right and easement of enjoyment in and to the Common Area, if any, which shall be appurtenant to and shall pass with the title to every Lot subject to the following provisions:

- (a) The right of the Association to charge reasonable admission and other fees for the use of any recreational facility situated upon the common area.
- (b) The right of the Association to suspend the voting rights and right to use the recreation facility by an Owner; to suspend any other service provided by the Association for an Owner for any period during which any assessment against such Owner's Lot remains unpaid; and for a period not to exceed sixty (60) days for each infraction of its published rules and regulations.
- (c) The right of the Association to dedicate or transfer all or any part of the Common Area, if any, to any public agency, authority or utility for such purposes and subject to such conditions as may be agreed to by the members. No such dedication or transfer shall be effective unless an instrument executed by two-thirds (2/3) of each class of the members agreeing to such dedication or transfer has been recorded. Provided, however, the Board of Directors by majority vote of the Board is authorized and empowered to cause the dedication and conveyance of utility easements and easements for similar purposes without submitting such matter to a vote

of the members, and to authorize any officer of the Association to execute the documents required for such dedication or conveyance.

- (d) The right of the Association to collect and disburse those funds as set forth in Paragraph 7.1.

6.2. Delegation of Use. Any Owner may delegate in accordance with the by-laws the Owner's right of enjoyment to the Common Area and facilities, if any, to the members of the Owner's family, tenants or contract purchasers who reside on the Lot.

ARTICLE VII.

MAINTENANCE ASSESSMENTS

7.1. Creation of the Lien and Personal Obligation of Assessments. The Declarant, for each Lot owned hereby covenants, and each Owner of any Lot by acceptance of a deed therefor, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association: (1) annual assessments or charges, and (2) special assessments for capital improvements, and (3) other charges assessed against an Owner and his Lot as provided in Sec. 3.14 above, such assessments and charges to be established and collected as herein provided. The annual and special assessments, together with interest, collection costs, and reasonable attorney's fees, shall be a charge on the Lot and shall be secured by a continuing lien upon the Lot against which each such assessment is made. Each such assessment, together with interest, collection costs and reasonable attorney's fees, shall also be the personal obligation of the person who was the Owner of such property at the time when the assessment fell due, and the personal obligation for delinquent assessments shall not pass to subsequent Owners of the concerned Lot unless expressly assumed in writing.

7.2. Purpose of Assessments. The Assessments levied by the Association shall be used to promote the recreation, health, safety, and welfare of the residents in the Property, for the improvement, maintenance and management of any Common Areas of the Association, and to enable the Association to fulfill its responsibilities. The responsibilities of the Association shall include, but not be limited to the maintenance and repair of the common area walkways, steps, entry

gates or fountain areas, if any; constructing and maintaining parkways, right-of-ways, easements, esplanades, Common Area, and other public areas; construction and operation of all street lights; purchase and/or operating expenses of recreation areas, if any; payment of all legal and other expenses incurred in connection with the collection and enforcement of all charges, assessments, covenants, restrictions, and conditions established under this Declaration; payment of all reasonable and necessary expenses in connection with the collection and administration of the maintenance charges and assessments; employing policemen and watchmen, if desired; caring for vacant lots and doing other things or things necessary or desirable in the opinion of the Board of Directors to keep the Lots neat and in good order, or which is considered of general benefit to the Owners or occupants of the Lots; and obtaining liability, workers compensation, property and Director and Officer liability insurance in amounts deemed proper by the Board of Directors of the Association. It is understood that the judgment of the Board of Directors in the expenditure of said funds shall be final and conclusive so long as such judgment is exercised in good faith.

7.3. Rate of Assessment. All Lots in VILLAGES OF TOWN CENTER, SECTION ONE, shall commence to bear their applicable maintenance fund assessment simultaneously from the date established by the Board of Directors of the Association. Lots which are or at any time have been occupied, shall be subject to the annual assessment determined by the Board of Directors according to provisions of Paragraph 7.4. Lots which are not and have never been occupied, and which are owned by a Declarant, or the person who built (or causes to be built) the main dwelling on the Lot shall be subject to an annual assessment equal to one-half (1/2) of the annual assessment applicable to occupied Lots. The rate of assessment for any individual Lot, within a calendar year, will change as the character of ownership and the status of occupancy changes, however, once any Lot has become subject to assessment at the full rate, it shall not revert to again be subject to assessment at the lower rate. The applicable assessment for such a Lot shall be prorated according to the rate required of each type of ownership.

7.4. Maximum annual assessment. Until January 1, 1990, the maximum annual assessment shall be \$600.00 per Lot.

- (a) From and after January 1, 1990, the maximum annual assessment may be increased each year to an amount which is not more than ten (10%) percent above the assessment for the previous year without a vote of the membership.
- (b) The Board of Directors may fix the annual assessment at an amount not in excess of the maximum, and shall fix the amount of the annual assessment against each Lot at least thirty (30) days in advance of the annual assessment period, which shall begin on the first day of January of each year. Written notice of the annual assessment shall be sent to every Owner subject thereto at the address of each Lot or at such other address provided to the Association in writing pursuant to Paragraph 5.1 (a) above. Maintenance fees are due on January 1 of each year and considered delinquent if not received by January 31.
- (c) From and after January 1, 1990, the maximum annual assessment may be increased by more than ten (10%) percent of the previous year's assessment only if the increase is approved by the affirmative vote of two-thirds (2/3) of each class of members who are voting in person or by proxy, at a meeting duly called for the purpose of considering such increase. The voting process for this action may also be handled by mail ballot as long as the ballots contain name, property address, alternate address if applicable and signature of the member. Ballots may be returned by U.S. mail in envelopes specifically marked as containing ballots for the special election, or may be collected by door to door canvas. Upon levying of any increased assessment pursuant to the provisions of this Section 7.4, the Association shall cause to be recorded in the real property records of the Fort Bend County Clerk's Office, a sworn and

acknowledged affidavit of the President (or any Vice President) and of the Secretary of the Association which shall certify, among other items that may be appropriate, the total number of each class of members as of the date of the voting, the number of each class voting "for" and "against" the levy, the amount of the increased assessment so authorized, and the date by which the increased assessment must be paid in order to avoid being delinquent.

7.5. Special Assessments for Capital Improvements. In addition to the annual assessments authorized above, the Board of Directors may levy, in any assessment year, a special assessment applicable to the current year only for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of a capital improvement upon the Common Area, including fixtures and personal property related thereto, provided any such assessment shall have the approval of two thirds (2/3) of the votes of each class of members who are voting in person or by proxy at a meeting duly called for this purpose. The voting process for this action may also be handled by mail ballot as long as the ballots contain name, property address, alternate address if applicable and signature of the member. Ballots may be returned by U.S. mail in envelopes specifically marked as containing ballots for the special election or may be collected by door to door canvass. Upon the levying of any increased assessment pursuant to the provisions of this Section 7.5, the Association shall cause to be recorded in the real property records of the Fort Bend County Clerk's Office, a sworn and acknowledged affidavit of the President (or any Vice President) and of the Secretary of the Association which shall certify, among other items that may be appropriate, the total number of each class of members as of the date of the voting, the number of each class voting "for" and "against" the levy, the amount of the increased assessment so authorized, and the date by which the increased assessment must be paid in order to avoid being delinquent.

7.6. Notice and Quorum for any Action Authorized under Paragraphs 7.4 and 7.5. Written notice of any meeting called for the purpose of taking any action authorized under Paragraphs 7.4 or 7.5 shall be sent to all members not less than fifteen (15) days nor more than sixty (60) days in advance of the meeting. At the first such meeting called, the presence of members or of proxies entitled to cast sixty percent (60%) of all the votes of each class of membership shall constitute a quorum. If the required quorum is not present, 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 meeting. No such subsequent meeting shall be held more than sixty (60) days following the preceding meeting. If the vote of the members is conducted by mail or door to door canvass, the approval of two thirds (2/3) of the total membership of each class is required.

7.7. Effect of Nonpayment of Assessments. Any assessment not paid within thirty-one (31) days after the due date shall bear interest from the due date at a rate of ten (10%) percent per annum on the unpaid balance. The Association may bring an action at law against the Owner personally obligated to pay the same, or effect foreclosure judicially in the manner and after giving notice as described in Sec. 51.002 Texas Property Code, as the same may be amended from time to time. No Owner may waive or otherwise escape liability for the assessments provided herein by non-use of the Common Area, if any, or abandonment of his Lot.

7.8. Subordination of the Lien to Mortgages. All regular and special maintenance charges or assessments, as hereinabove provided for, shall constitute and be secured by a separate and valid and subsisting lien, hereby created and fixed, and which shall exist upon and against each Lot and all improvements thereon, for the benefit of the Association. Subject to the conditions that the Association be made a party to any Court proceeding to enforce any superior lien, the lien hereby created shall be subordinate and inferior to:

- (a) All liens for taxes or special assessments levied by the City, County and State governments, or any political subdivision or special district thereof;

and

- (b) all liens securing amounts due or to become due under any mortgage, vendor's lien, or deed of trust filed for record prior to the date payment of any such charges or assessments became due and payable; and
- (c) all liens, including, but not limited to, vendor's liens, deeds of trust and other security instruments which secure any loan made to an Owner for any part of the purchase price of any Lot or for any part of the cost of constructing, repairing, adding to, or remodeling the improvements and appurtenances situated on any Lot.

Any foreclosure of any such superior lien under the power of sale of any mortgage, deed of trust or other security instrument, or through Court proceedings in which the Association has been made a party, shall cut off and extinguish the liens securing maintenance charges or assessments which became due and payable prior to such foreclosure date, but no such foreclosure shall free any Lot from the lien securing assessments thereafter becoming due and payable, nor shall the liability of any Member personally obligated to pay maintenance charges or assessments which became due prior to such foreclosure, be extinguished by any foreclosure.

Each Owner, by his assertion of title or claim of ownership or by his acceptance of a deed to a Lot, whether or not it shall be so recited in such deed, shall be conclusively deemed to have expressly vested in the Association and in its officers and agents, the right, power, and authority to take all action which the Association shall deem proper for the collection of assessments and/or for the enforcement and foreclosure of the liens securing the same.

7.9. Future Sections. The Association shall use the proceeds of the assessments for the use and benefit of all residents of VILLAGES OF TOWN CENTER SECTION ONE, as well as all subsequent sections of VILLAGES OF TOWN CENTER, provided, however, each future section of VILLAGES OF TOWN CENTER, to be entitled to the benefit of this maintenance fund, must be impressed with and subjected to the annual

maintenance charge and assessment on a uniform per Lot basis equivalent to the maintenance charge and assessment imposed hereby, and further made subject to the jurisdiction of the Association. Upon submission to and approval by the Federal Housing Administration and/or the Veterans Administration of a general plan of the entire development, and approval of each stage of development, such future sections of VILLAGES OF TOWN CENTER may be annexed by Declarant, with the approval of a majority of the Board of Directors of the Association, or by any other person with the consent of two-thirds (2/3) of each class members.

ARTICLE VIII.

GENERAL PROVISIONS

8.1. Term. The covenants and restrictions of this Declaration shall run with and bind the land, and shall inure to the benefit of and be enforceable by the Association or the Owner of any land subject to this Declaration or any Supplemental Declaration, their respective legal representatives, heirs, successors and assigns, for an initial term of thirty (30) years from the date these covenants are recorded. During such initial term, the covenants and restrictions of this Declaration may be changed or terminated only by an instrument executed by the then Owners of ninety (90%) percent of the Lots, and properly recorded in the appropriate records of Fort Bend County, Texas. Upon the expiration of such initial term, unless terminated as below provided, said covenants and restrictions (as changed, if changed), and the enforcement rights relative thereto, shall be automatically extended for successive periods of (10) years each. During the last twelve (12) months of the initial term above stated and during the last twelve (12) months of any such ten (10) year extension period, the covenants and restrictions of this Declaration may be changed or terminated only by an instrument signed by the then Owners of not less than fifty-one percent (51%) of the Lots and properly recorded in the appropriate records of Fort Bend County, Texas provided no change or termination shall shorten or alter the effectiveness of these covenants and restrictions until the natural expiration of the term then in effect.

8.2. Enforcement. The Association, any Owner, or the Declarant, and their respective successors and assigns, shall have the right to enforce by a proceeding at law or in equity all easements,

restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration and in connection therewith shall be entitled to recover all reasonable attorney's fees. Failure by the Association or by any other person entitled to enforce any covenant or restrictions herein to do so shall in no event be deemed a waiver of the right to do so thereafter. It is hereby stipulated, the failure or refusal of any Owner or any occupant of a Lot to comply with the terms and provisions hereof would result in irreparable harm to other Owners, to Declarant and to the Association. Thus, the covenants, conditions, restrictions and provisions of this Declaration may not only be enforced by an action for damages at law, but also may be enforced by injunctive or other equitable relief (i.e., restraining orders and/or injunctions) by any court of competent jurisdiction, upon the proof of the existence of any violation or any attempted or threatened violation. Any exercise of discretionary authority by the Association concerning a covenant created by this Declaration is presumed reasonable unless the court determines by a preponderance of the evidence the exercise of discretionary authority was arbitrary, capricious or inconsistent with the scheme of the development (i.e., the architectural approval or disapproval for similar renovations relative to a given location within the Property).

The Association on its own behalf or through the efforts of its management company may initiate, defend or intervene in litigation or any administrative proceeding affecting the enforcement of a covenant created by this instrument or for the protection, preservation or operation of the property covered by this Declaration. The Association may petition through the Court the assessment of fines of up to \$200.00 per day for any violation of any covenant, condition or restriction contained in this Declaration, or of the published rules and regulations of the Association. Such fine may be accrued from the date of notification of violation until the date of remedy. Notification will be deemed to have been given upon deposit of a letter in the U.S. mail addressed to the Owner alleged to be in violation. Any fine that has accrued pursuant to this Paragraph shall be secured and collectable in the same manner as established herein for the security and collection of annual assessments.

8.3. Severability. Invalidation of any one of these covenants by judgment or other court order shall in no way affect any of the other provisions which shall remain in full force and effect.

8.4. Amendments by Declarant. The Declarant (but only so long as the "Class B" membership exists) shall have the right at any time and from time to time, without the joinder or consent of any other party, to amend this Declaration for any purpose by any instrument in writing duly signed, acknowledged and filed for record, provided that any such amendment shall be consistent and in furtherance of the general plan and scheme of development as evidenced by this Declaration and shall not impair or affect the vested property or other rights of any Owner or his mortgage.

8.5. FHA/VA Approval. The following actions will require the prior approval of the Federal Housing Administration and/or the Veterans Administration if there exist any FHA or VA loans secured by any Lot: dedication of common area, and amendment of this Declaration.

8.6. Interpretation. If this Declaration or any word, clause, sentence, paragraph or other part thereof shall be susceptible of more than one or conflicting interpretations, then the interpretation which is most nearly in accordance with the general purposes and objectives of this Declaration shall govern.

8.7. Omissions. If any punctuation, word, clause, sentence or provision necessary to give meaning, validity or effect to any other word, clause, sentence or provision appearing in this Declaration shall be omitted herefrom, then it is hereby declared that such omission was unintentional and that the omitted punctuation, word, clause, sentence or provision shall be supplied by inference.

8.8. Joinder by Owner (other than Declarant) and Lienholder. The undersigned Owner and lienholder join in the execution of this Declaration for the purpose of evidencing its consent and agreement to the placing of the above restrictions on the property described herein, and, with regard to lienholder, its agreement that any foreclosure of its lien shall not impair or affect the validity or enforceability of this Declaration. The undersigned Owner agrees and consents to the terms, covenants, restrictions and provisions hereof, and agrees that this Declaration shall encumber the Lots owned by such Owner to the

same extent and in the same manner as if this Declaration had been recorded prior to such Owner's acquisition of the lot or Lots owned by it.

EXECUTED this 27th day of September, A.D. 1988.

"DECLARANT" TOWN CENTER JOINT VENTURE

WITNESST:

BY: The Johnson Corporation,
Venturer

D. Michael Harris
Name: D. Michael Harris
Title: Vice President

BY: Douglas S. Welker
Name: DOUGLAS S. WELKER
Title: PRES.

WITNESST:

BY: University Savings Association
Venturer

William C. Clements, Jr.
Name: William Clements
Title: Assistant Secretary

BY: William C. Clements, Jr.
Name: WILLIAM C. CLEMENTS, JR.
Title: SENIOR VICE PRESIDENT

WITNESST:

"Lienholder"
University Savings Association

Ralph Hammons
Name: Ralph Hammons
Title: Vice President

BY: Ralph Hammons
Name: RALPH HAMMONS
Title: Vice President

WITNESST:

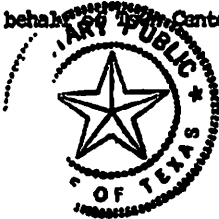
BY: "Owner"
Trinity Manufacturing, Inc. d/b/a
U. L. Edwards Builders

U. L. Edwards
Name:
Title:

BY: U. L. Edwards
Name: U. L. EDWARDS
Title: President
PRESIDENT

STATE OF TEXAS
COUNTY OF HARRIS

This instrument was acknowledged before me on SEPTEMBER 21,
1988 by DOUGLAS S. WELKER,
President of THE JOHNSON CORPORATION, a Texas corporation, venturer, on
behalf of Town Center Joint Venture, a joint venture.



Sharon Ruhl

Notary Public in and for
The State of Texas

SHARON RUHL

Printed Name of Notary Public

My Commission Expires: 08-24-91

STATE OF TEXAS
COUNTY OF HARRIS

This instrument was acknowledged before me on September 21,
1988 by William S. Stewart, Jr., Senior Vice
President of Bank City Savings Assoc., a Texas corporation, venturer, on
behalf of Town Center Joint Venture, a joint venture.

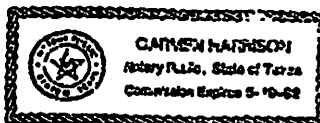
Charina Morrison

Notary Public in and for
The State of Texas

CHARINA MORRISON

Printed Name of Notary Public

My Commission Expires: 5-17-92

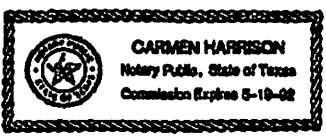


STATE OF TEXAS
COUNTY OF HARRIS

This instrument was acknowledged before me on the 21st
day of September, 1983, by Ralph Naimini,
W.P. President of University
Savings Assoc., a Texas corporation, on
behalf of said corporation.

Carmen Harrison
Notary Public in and for
The State of Texas

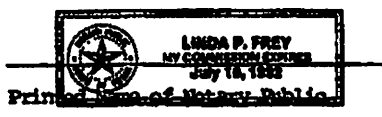
Carmen Harrison
Printed Name of Notary Public
My Commission Expires: 5-17-92



STATE OF TEXAS
COUNTY OF HARRIS

This instrument was acknowledged before me on the Sept.
day of 22, 1983, by U. L. Edwards,
U. L. Edwards President of Unity
Manufacturing Inc., a Texas corporation, on
behalf of said corporation.

Linda P. Frey
Notary Public in and for
The State of Texas



My Commission Expires: July 16, 1992

Villages of Town Center
PO Box 19878
Houston 77024
Attn: Linda Frey

FILED

'88 SEP 22 12:27

Dianna Wilson
COUNTY CLERK
FORT BEND

STATE OF TEXAS COUNTY OF FORT BEND
I hereby certify that this instrument was filed on the
date and time stamped herein by me and was duly recorded in
the volume and page as indicated in the Public Records of Fort Bend
County, Texas as stamped by me.

SEP 27 1988



Dianna Wilson
County Clerk, Fort Bend Co., Tex.

SECOND SUPPLEMENT TO THE DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS OF VILLAGES OF TOWN CENTER SECTION ONE PERTAINING TO THE ANNEXATION OF VILLAGES OF TOWN CENTER, SECTION FOUR

THE STATE OF TEXAS

§
§
§

KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF FORT BEND

WHEREAS, Town Center Joint Venture, a Texas Joint Venture, as Declarant, caused that certain instrument entitled "Declaration of Covenants, Conditions and Restrictions of Villages of Town Center Section One" (hereinafter referred to as the "Declaration") to be recorded in the Real Property Records of Fort Bend County, Texas, on or about February 10, 1989, under Fort Bend County Clerk's File No. 8906349, which Declaration imposes covenants, conditions and restrictions governing the use and occupancy of the following real property:

All of Villages of Town Center, Section I, a subdivision of Fort Bend County, Texas, according to the map or plat thereof recorded under Fort Bend County Clerk's Film Code No. 901B of the Map Records of Fort Bend County, Texas, save and except any reserves as shown on said plat; and

WHEREAS, Article VIII, Section 8.8 of the Declaration, pertaining to annexation of additional land, provides for a method whereby Declarant, without the consent of any other party or entity, may bring additional land from time to time within the scope and effect of and under the jurisdiction of Villages of Town Center Owners Association ("the Association"); and

WHEREAS, Town Center Joint Venture did, on or about October 13, 1993, assign all of its rights as Declarant under the Declaration, as amended, to Calsaro Town Center Ltd., a Texas limited partnership (hereinafter referred to as "Calsaro"); and

WHEREAS, Calsaro is the owner of that certain tract of land and improvements thereon, being more particularly described on the plat thereof known as the "Villages of Town Center, Section Four", same being recorded under Fort Bend County Clerk's File No. 9867934 in the Real Property Records of Fort Bend County, Texas, (said land being sometimes hereinafter referred to as the "Section Four"), and desires to have the 140 lots in said Section Four annexed into and brought under the jurisdiction of the Association; and

WHEREAS, Calsaro, as Declarant, now exercises its right to annex the 140 lots in Section Four under the jurisdiction of the Association in compliance with and in the manner set forth in Sections 8.8(b), 8.8(c), 8.8(d) and 8.8(e) of the Declaration, for the purpose of further carrying out a general and uniform plan for the special improvement, development, sale and use of the lots described on the plat of Section Four, above referenced, which is recorded under File No. 9867934 in the Real Property Records of Fort Bend County, Texas. Section Four shall be submitted to the jurisdiction and administration of the Association; and

WHEREAS, Calsaro, as Declarant, now exercises its right to annex the 140 lots in Section Four into the Association and impose certain different restrictions on the 140 lots in Section Four as outlined herein. The following restrictions shall be specific to Section Four as it relates to certain architectural requirements. All other matters set forth in the Declaration not in conflict with said specific architectural requirements for Section Four shall be applicable as though they were stated herein.

NOW, THEREFORE, Calsaro, as Declarant, does hereby supplement the provisions of the Declaration, as follows:

1. The 140 lots in Villages of Town Center, Section Four, a subdivision in Fort Bend County, Texas, according to the map or plat thereof, recorded under File No. 9867934 of the Real Property Records of Fort Bend County, Texas, is hereby annexed to and shall come under the jurisdiction of the Association and shall become subject to all of the covenants, conditions and provisions of the Declaration other than the provisions set forth in paragraph 2 below.

2. The following terms and conditions shall apply to the 140 lots in Villages of Town Center, Section Four, none of which are inconsistent with the general scheme or plan of the Villages of Town Center, Section One:

A. No residences shall have less than fifty-one percent (51%) brick or equivalent masonry construction on its first floor exterior wall area, exclusive of openings (gables, windows, doors, etc.). Detached garages may have wood siding of a type and design approved by the Architectural Control Committee or its designated representative. The interior walls of attached garages must have sheetrock or similar wallboard.

B. Unless otherwise approved in accordance with the last sentence of this Subsection, the roof of all buildings on the property shall be constructed or covered with asphalt composition shingles or fiberglass composition shingles with a minimum manufacturer's guarantee of twenty (20) years. The color of any composition shingles shall be wood tone, earth tone or in harmony with earth tone and shall be subject to written approval by the Architectural Control Committee prior to installation. Any other type of

roofing material may be used only if approved in writing prior to installation by the Architectural Control Committee.

C. Each one-story dwelling constructed on a Lot shall contain a minimum of 1,500 square feet of livable area, exclusive of open porches and garages, and each multi-story dwelling shall contain a minimum of 1,600 square feet of livable area, exclusive of open porches and garages.

WITNESS the execution thereof this 9 day of September, 1998.

DECLARANT:

CALSARO Town Center, LTD.

By: INTERCONTINENTAL UNITED INVESTORS CORP.

By: [Signature]
TOFIGH SABET SHIRAZI, President

THE STATE OF TEXAS §

COUNTY OF FORT BEND §

This instrument was acknowledged before me on the 9th day of September, 1998, by Tofigh Sabet Shirazi, President of Intercontinental United Investors Corp., a Texas corporation, on behalf of said corporation, general partner in Calсарo Town Center Joint Venture.



[Signature]
NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS

APPROVAL OF FEDERAL HOUSING ADMINISTRATION

The Federal Housing Administration ("FHA"), the issuer of approved liens secured by liens covering the land described in the original Declaration for, and the attached foregoing supplement to the Declaration of Covenants, Conditions and Restrictions of Villages of Town Center Section One Pertaining to the Annexation of Villages of Town Center, Section Four, has executed this supplemental Declaration solely for the purposes of approving the foregoing covenants, conditions and restrictions and the annexation thereunder of Section Four described herein.

IN WITNESS WHEREOF, the Federal Housing Administration has executed this Supplemental Declaration to be effective the 23rd day of September, 1998.

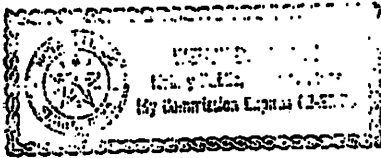
FEDERAL HOUSING ADMINISTRATION

By: Herbert W. Green
Name: Herbert W. Green
Title: Acting Director, Single Family Housing

THE STATE OF TEXAS §

COUNTY OF FORT BEND §

This instrument was acknowledged before me on the 23rd day of September, 1998, by Herbert W. Green, Acting Director of Single Family Housing, on behalf of said administration.



Wesley K. Holt
NOTARY PUBLIC IN AND FOR
THE STATE OF TEXAS

Return to:
Alamo Title
Heritage Division

2801 POST OAK BLVD., STE. 100
HOUSTON, TEXAS 77056

979801.26005305

D:\CAL3ARC2.STD

AS PER ORIGINAL

DUPLICATE

THIS DOCUMENT WAS FILED BY
AND RETURNED TO:
ALAMO HERITAGE TITLE
2801 POST OAK BLVD STE 100
HOUSTON, TX 77056

FILED AND RECORDED
OFFICIAL PUBLIC RECORDS

Dianne Wilson

10-12-98 11:21 AM 9882985
TD \$19.00

DIANNE WILSON, County Clerk
FORT BEND COUNTY, TEXAS

Unofficial's Document

FILED BY
FIDELITY NATIONAL TITLE

SUPPLEMENT TO THE DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS OF
VILLAGES OF TOWN CENTER SECTION ONE
PERTAINING TO THE ANNEXATION
OF VILLAGES OF TOWN CENTER, SECTIONS II AND III

33/31
124
9-13
THE STATE OF TEXAS §
COUNTY OF FORT BEND §

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS Town Center Joint Venture, a Texas Joint Venture, as Declarant, caused that certain instrument entitled "Declaration of Covenants, Conditions and Restrictions of Villages of Town Center Section One" (hereinafter referred to as the "Declaration") to be recorded in the Real Property Records of Fort Bend County, Texas, on or about February 10, 1989, under Fort Bend County Clerk's File No. 8906349, which Declaration imposes covenants, conditions and restrictions governing the use and occupancy of the following real property:

All of Villages of Town Center, Section I, a subdivision of Fort Bend County, Texas, according to the map or plat thereof recorded under Fort Bend County Clerk's Film Code No. 901B of the Map Records of Fort Bend County, Texas, save and except any reserves as shown on said plat; and

WHEREAS, Article VIII, Section 8.8 of the Declaration, pertaining to annexation of additional land, provides for a method whereby Declarant, without the consent of any other party or

entity, may bring additional land from time to time within the scope and effect of said Declaration, as amended; and

WHEREAS, Town Center Joint Venture did, on or about October 13, 1993, assign all of its rights as Declarant under the Declaration, as amended, to Calsaro Town Center Ltd., a Texas limited partnership (hereinafter referred to as "Calsaro"); and

WHEREAS Calsaro is the owner of those two (2) certain tracts of land and improvements thereon, one being more particularly described on the plat thereof known as the "Villages of Town Center, Section Two", same being recorded under Fort Bend County Clerk's Film Code 1442B in the Map Records of Fort Bend County, Texas (said land being sometimes hereinafter referred to as the "Section Two"), and one being 25.4211 acres more particularly described by metes and bounds description contained in Exhibit "A" attached hereto and made a part hereof for all purposes (hereinafter sometimes referred to as "Section Three"), and desires to have said Section Two and Section Three annexed into the Villages of Town Center Section One Declaration; and

WHEREAS, Calsaro, as Declarant, also desires to annex Section Two and Section Three into the scope and effect of the Declaration in compliance with and in the manner set forth in Sections 8.8 (b),

8.8(c), 8.8(d) and 8.8(e) of the Declaration, for the purpose of further carrying out a general and uniform plan for the special improvement, development, sale and use of the lots described on the plat of Section Two, above referenced, which is recorded under Film Code No. 1442B and the plat of Section III as the same may be recorded in the future, both in the Map Records of Fort Bend County, Texas, such that the restrictions, covenants and conditions set forth in the Declaration, as amended, shall, upon the recordation of this Supplemental Declaration in the Real Property Records of Fort Bend County, Texas, apply to and affect all of the land contained in Section Two and Section Three, and accordingly, in this regard, 98 lots and 1 reserve for purposes of a detention pond (same being Reserve A) will be annexed to the subdivision by reason of the filing of this supplemental declaration; and

WHEREAS, Calsaro, as Declarant, does further state that the Common Areas and easements contained in or affecting said Section Two and Section Three shall be as set forth on the plat and that Declarant reserves unto itself, its successors and assigns all right, title and interest in and to such common areas and easements, unless otherwise conveyed or dedicated in accordance

with the recorded plats or by separate written agreement recorded in the real property records of Fort Bend County, Texas.

NOW THEREFORE, Calsaro, as Declarant, does hereby supplement the provisions of the Declaration, as follows:


1. Villages of Town Center, Section Two, a subdivision in Harris County, Texas, according to the map or plat thereof recorded under Film Code No. 1442B of the Map Records of Fort Bend County, Texas, and Villages of Town Center Section Three described on Exhibit "A" attached hereto, are hereby annexed to and shall become part of the Declaration and shall hereafter, upon the recording of this Supplemental Declaration in the Real Property Records of Fort Bend County, Texas, be and become subject to all of the covenants, conditions and provisions of the Declaration, as amended.

WITNESS the execution hereof this 19 day of April, 1996.

DECLARANT:

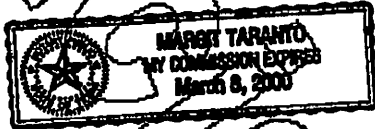
CALSARO Town Center, LTD.

BY: INTERCONTINENTAL UNITED INVESTORS
CORP.

By: 
Tofigh Sabet Shirazi, President

STATE OF TEXAS §
 §
County of Fort Bend §

This instrument was acknowledged before me on the 19th day of April, 1996, by Tofigh Sabet Shirazi, President of Intercontinental United Investors Corp., a Texas corporation, on behalf of said corporation, general partner in Calsara Town Center Joint Venture.



Margit Taranto
Notary Public in and for the
State of Texas

AS PER ORIGINAL

RATIFICATION OF LIENHOLDER

Coastal Banc ssb successor in interest to Texas Capital Bank, N.A. the owner and holder of liens covering the land described in the attached and foregoing Supplement to the Declaration of Covenants, Conditions and Restrictions of Villages of Town Center Section One Pertaining to the Annexation of Villages of Town Center, Section Two and Section Three, has executed this supplemental declaration solely for the purposes of subordinating the liens held by it of record upon the land to the foregoing covenants, conditions and restrictions with, however, the stipulation that such subordination does not extend to any lien or charge imposed by or provided for in this supplemental declaration.

IN WITNESS WHEREOF, Lienholder has executed this supplemental declaration to be effective the 22nd day of April, 1996.

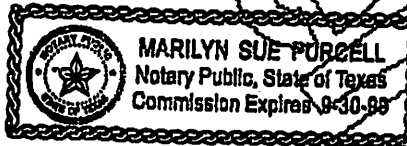
COASTAL BANC ssb successor in interest to Texas Capital Bank, N.A.

By: Michael J. Peery
Name: Michael J. Peery
Title: Sr. Vice President

STATE OF TEXAS §
§
COUNTY OF FORT BEND §

This instrument was acknowledged before me on this 22nd day of April, 1996, by Michael J. Peery, the Sr. Vice President of Coastal Banc ssb, a corporation, on behalf of said corporation.

Marilyn Sue Purcell
Notary Public



APPROVAL OF VETERANS ADMINISTRATION

The Veterans Administration ("VA"), the issuer of approved liens secured by liens covering the land described in the original Declaration for, and the attached foregoing Supplement to, the Declaration of Covenants, Conditions and Restrictions of Villages of Town Center, Section One Pertaining to the Annexation of Villages of Town Center, Section Two and Section Three, has executed this Supplemental Declaration solely for the purposes of approving the foregoing covenants, conditions and restrictions and the annexation thereunder of Sections Two and Three described herein.

IN WITNESS WHEREOF, The Veterans Administration has executed this Supplemental Declaration to be effective the ____ day of _____, 1996.

VETERANS ADMINISTRATION

BY: _____
NAME: _____
TITLE: _____

STATE OF TEXAS)
) ss.
COUNTY OF FORT BEND)

This instrument was acknowledged before me on this ____ day of _____, 1996, by _____, on behalf of said Administration.

Notary Public

EXHIBIT "A"

AS PER ORIGINAL

A METES AND BOUNDS description of a .25.4211 acre (1,107,343 square feet, square footage) based on the mathematical closure of the courses and distances described herein) tract of land located in the James Lowery 173 League, Abstract No. 275, Fort Bend County, Texas: being out of Town Center Residential Reserve "F" as recorded in Slide Nos. 810B and 817A of the Fort Bend County Plat Records. Said .25.4211 acre tract of land being more particularly described as follows:

BEGINNING at a 1-inch iron pipe (with cap stamped "Cotton Surveying") set marking the southeasterly corner of Village Court Boulevard (80-foot wide) as shown in the plat of Villages of Town Center Section One as recorded in Slide No. 801B of the Fort Bend County Plat Records. Said point also being located in the arc of a curve to the right;

THENCE, 47.48 feet along the arc of said curve to the right and easterly right-of-way line of Village Court Blvd., having a radius of 530.00 feet, a central angle of $05^{\circ}07'51''$, a long chord bearing North $10^{\circ}05'24''$ East, 47.45 feet to a 1-inch iron pipe (with cap stamped "Cotton Surveying") set for a point of tangency;

THENCE, North $12^{\circ}39'18''$ East, 150.00 feet continuing along the easterly line of said Village Court Blvd. to a 1-inch iron pipe (with cap stamped "Cotton Surveying") set marking the beginning of a tangent curve to the right;

THENCE, 39.27 feet along the arc of said curve to the right having a radius of 25.00 feet, a central angle of $90^{\circ}00'00''$, a long chord bearing North $57^{\circ}39'19''$ East, 35.36 feet to a 1-inch iron pipe (with cap stamped "Cotton Surveying") set for a point of tangency of said curve and being located on the southerly right-of-way line of Columbarry Drive (West), (80-foot wide);

THENCE, South $77^{\circ}20'41''$ East, 85.00 feet along the south line of said Columbarry Drive (West) to a 5/8-inch iron rod (with cap stamped "Cotton Surveying") set for corner;

THENCE, South $12^{\circ}38'19''$ West, 140.00 feet leaving said south right-of-way line of Columbarry Drive (West) to a 5/8-inch iron rod (with cap stamped "Cotton Surveying") set for corner;

THENCE, South $11^{\circ}35'14''$ West, 87.60 feet to a 5/8-inch iron rod (with cap stamped "Cotton Surveying") set for corner;

THENCE, South $03^{\circ}00'18''$ West, 78.34 feet to a 5/8-inch iron rod (with cap stamped "Cotton Surveying") set for corner;

THENCE, South $07^{\circ}32'36''$ East, 78.08 feet to a 5/8-inch iron rod (with cap stamped "Cotton Surveying") set for corner;

AS PER ORIGINAL

THENCE, South $18^{\circ}12'38''$ East, 78.08 feet to a 5/8-inch iron rod (with cap stamped "Cotton Surveying") set for corner;

THENCE, South $24^{\circ}47'16''$ East, 18.24 feet to a 5/8-inch iron rod (with cap stamped "Cotton Surveying") set for corner;

THENCE, South $30^{\circ}07'17''$ East, 59.90 feet to a 5/8-inch iron rod (with cap stamped "Cotton Surveying") set for corner;

THENCE, South $39^{\circ}32'38''$ East, 78.08 feet to a 5/8-inch iron rod (with cap stamped "Cotton Surveying") set for corner;

THENCE, South $50^{\circ}12'40''$ East, 78.08 feet to a 5/8-inch iron rod (with cap stamped "Cotton Surveying") set for corner;

THENCE, South $60^{\circ}52'4''$ East, 78.08 feet to a 5/8-inch iron rod (with cap stamped "Cotton Surveying") set for corner;

THENCE, South $71^{\circ}32'42''$ East, 78.08 feet to a 5/8-inch iron rod (with cap stamped "Cotton Surveying") set for corner;

THENCE, South $82^{\circ}12'43''$ East, 78.08 feet to a 5/8-inch iron rod (with cap stamped "Cotton Surveying") set for corner;

THENCE, North $87^{\circ}07'18''$ East, 78.08 feet to a 5/8-inch iron rod (with cap stamped "Cotton Surveying") set for corner;

THENCE, North $76^{\circ}27'15''$ East, 78.08 feet to a 5/8-inch iron rod (with cap stamped "Cotton Surveying") set for corner;

THENCE, North $70^{\circ}08'05''$ East, 77.98 feet to a 5/8-inch iron rod (with cap stamped "Cotton Surveying") set for corner;

THENCE, North $60^{\circ}23'30''$ East, 130.00 feet to a 5/8-inch iron rod (with cap stamped "Cotton Surveying") set for corner and being located in the westerly right-of-way line of Manor Drive (80-foot wide) and being in the arc of a non-tangent curve to the left;

THENCE, along said west right-of-way line of Manor Drive, the following five (5) courses and distances:

1. 80.68 feet along the arc of said curve to the left having a radius of 780.00 feet, a central angle of $05^{\circ}55'31''$, a long chord bearing South $24^{\circ}04'53''$ East, 80.83 feet to a 5/8-inch iron rod (with cap stamped "Cotton Surveying") set for a point of reverse curvature to the right;

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2. 38.16 feet along the arc of said curve to the right having a radius of 25.00 feet, a central angle of $87^{\circ}27'64''$, a long chord bearing South $18^{\circ}38'33''$ West, 34.58 feet to a 1-inch iron pipe (with cap stamped "Cotton Surveying") set for corner;
3. South $28^{\circ}50'21''$ East, 80.00 feet to a 1-inch iron pipe (with cap stamped "Cotton Surveying") set in the beginning of a non-tangent curve to the right;
4. 39.26 feet along the arc of said curve to the right having a radius of 25.00 feet, a central angle of $88^{\circ}59'05''$, a long chord bearing South $74^{\circ}38'58''$ East, 35.35 feet to a 1-inch iron pipe (with cap stamped "Cotton Surveying") set for corner;
5. South $29^{\circ}38'30''$ East, 165.00 feet to a 1-inch iron pipe (with cap stamped "Cotton Surveying") set marking the most southwesterly corner of said Manor Drive;

THENCE, along the south line of the aforementioned Villages of Town Center Section One and the north line of aforementioned Residential Reserve "F", the following seven (7) courses and distances:

1. North $60^{\circ}23'30''$ East, 340.00 feet to a 1-inch iron pipe (with cap stamped "Cotton Surveying") set for corner, and marking the most southeasterly corner of Caslyn Drive (60-foot wide);
2. North $29^{\circ}36'30''$ West, 79.84 feet along said northeasterly right-of-way line of Caslyn Drive to a 1-inch iron pipe (with cap stamped "Cotton Surveying") set marking the most southwesterly corner of Lot 50, Block 4 of said Villages of Town Center Section One;
3. North $70^{\circ}08'18''$ East, 116.55 feet leaving said northeasterly right-of-way line of Caslyn Drive to a 1-inch iron pipe (with cap stamped "Cotton Surveying") set for corner and marking the most southeasterly corner of Lot 49, Block 4 of said Villages of Town Center Section One;
4. North $85^{\circ}33'10''$ East, 109.05 feet to a 1-inch iron pipe (with cap stamped "Cotton Surveying") set marking the most southeasterly corner of Lot 47, Block 4 of said Villages of Town Center Section One;
5. South $79^{\circ}31'44''$ East, 109.04 feet to a 1-inch iron pipe (with cap stamped

AS PER ORIGINAL

"Cotton Surveying") set marking the most southeasterly corner of Lot 46, Block 4 of said Villages of Town Center Section One;

6. South 64°36'37" East, 109.05 feet to a 1-inch iron pipe (with cap stamped "Cotton Surveying") set marking the most southeasterly corner of Lot 43, Block 4 of said Villages of Town Center Section One;

7. South 48°37'48" East, 138.45 feet to a 3/4-inch iron pipe found for corner;

THENCE South 43°10'28" West, 1137.12 feet to a 3/4-inch iron pipe found, said point being located in the northwesterly line of Greenwood Section One as recorded in Volume 22, Page 57 of the Fort Bend County Plat Records;

THENCE North 80°45'27" West, 1140.75 feet to a 1-inch iron pipe (with cap stamped "Cotton Surveying") found for corner;

THENCE North 70°54'12" West, 323.58 feet to a 1/2-inch iron pipe found for corner, said point being the southeasterly corner of a called 5.07 acre tract of land conveyed to Fort Bend Broadcasting Company and recorded in Volume 264, Page 334 of the Fort Bend County Deed Records;

THENCE North 05°47'23" East, 475.70 feet to a 1/2-inch iron pipe found marking the northeasterly corner of said 5.07 acre tract;

THENCE North 16°33'56" East, 124.70 feet to a 1-inch iron pipe (with cap stamped "Cotton Surveying") set for corner and being located in the arc of a non-tangent curve to the left;

THENCE, 70.30 feet along the arc of said curve to the left having a radius of 1030.00 feet, a central angle of 03°54'38", a long chord bearing South 76°23'24" East, 70.28 feet to a 1-inch iron pipe (with cap stamped "Cotton Surveying") set for corner;

THENCE, South 77°20'41" East, 5.34 feet to a 1-inch iron pipe (with cap stamped "Cotton Surveying") set marking the beginning of a tangent curve to the right;

THENCE, 37.04 feet along the arc of said curve to the right having a radius of 25.00 feet, a central angle of 84°52'41", a long chord bearing South 30°54'58" East, 33.74 feet to a 1-inch iron pipe (with cap stamped "Cotton Surveying") set for corner;

THENCE, South 82°28'32" East, 60.00 feet to the POINT OF BEGINNING, CONTAINING 25.4211 acres of land in Fort Bend County, Texas.

Return: General Homes
4671 Southwest Freeway #1600
Houston Texas 77074
Attn: Cragg

THIS DOCUMENT WAS FILED BY AND
RETURNED TO:

FIDELITY NATIONAL TITLE CO.

FILED AND RECORDED

6-18-96 3:23 P CT \$39.00 9638305

Dianne Wilson

Dianne Wilson - Co. Clerk
Fort Bend Co., TX

Unofficial's Document