

OF

COVENANTS, CONDITIONS AND RESTRICTIONS

THE STATE OF TEXAS }
 COUNTY OF FORT BEND }

KNOW ALL MEN BY THESE PRESENTS:

THAT WHEREAS, U. S. HOME CORPORATION OF TEXAS is the owner of that certain real property in Fort Bend County, Texas, described as follows:

Reserve "E" LESS AND EXCEPT 0.0138 acres of land out of the B.M. George Survey, Abstract 175, Fort Bend County, Texas, being a part of Reserve "E" Block 25, of the TOWNEWEST Subdivision, Section One, as shown on plat recorded in Volume 15, Page 2 of the Fort Bend County Map Records, said 0.0138 acre tract being more particularly described as follows:

Commencing at the intersection of the centerline of said New Village Lane and Old Towne Lane.

Thence N 58° 56' 58" W along the centerline of said New Village Lane a distance of 40 feet to a point;

Thence S 31° 03' 02" W a distance of 30 feet to the upper East cut-back corner of said Block 25;

Thence N 58° 56' 58" W along the N.E. line of said Block 25 a distance of 350 feet;

Thence S 31° 03' 02" W a distance of 20 feet to the Beginning Point of the herein described 0.0138 acre tract;

Thence S 31° 03' 02" W 30.00 feet to a point for a corner;

Thence N 58° 56' 58" W 20.00 feet to a point for a corner;

Thence N 31° 03' 02" E 30.00 feet to a point for a corner;

Thence S 58° 56' 58" E 20.00 feet to the Point of Beginning and containing 0.0138 acres;

and Lots One (1) through Twenty-Two (22), both inclusive, in Block Two (2); Lots One (1) through Nine (9), both inclusive, in Block Three (3); Lots One (1) through Fifty-Two (52), both inclusive, in Block Four (4); Lots One (1) through Fifty-Three (53), both inclusive, in Block Five (5); Lots One (1) through Twenty (20), both inclusive, in Block Six (6); Lots One (1) and Two (2) in Block Seven (7); Lots One (1) through Twenty-One (21), both inclusive, in Block Eight (8); Lots One (1) through Thirty-Five (35), both inclusive, in Block Nine (9); Lots One (1) through Thirty-Three (33), both inclusive, in Block Ten (10); Lots One (1) through Seventeen (17), both inclusive in Block Fourteen (14); Lots One (1) through Twenty-Two (22), both inclusive, in Block Fifteen (15); Lots One (1) through Thirty-Nine (39), both inclusive, in Block Sixteen (16); Lots One (1) through Fifty-Three (53), both inclusive, in Block Seventeen (17); Lots One (1) through Twenty-Four (24), both inclusive, in Block Eighteen (18); Lots One (1) through Twelve (12), both inclusive, in Block Nineteen (19); Lots One (1), through Twenty-Nine (29), both inclusive, in Block Twenty (20); Lots One (1) and Two (2) in Block Twenty-One (21); Lot One (1) in Block Twenty-Two (22); Lots One (1) through Twelve (12) both inclusive, in Block Twenty-Three (23); Lots One (1) through Thirteen (13), both inclusive, in Block Twenty-Four (24); Lots One (1) through Twenty Four (24), both inclusive, in Block Twenty-Six (26), all out of TOWNEWEST, SECTION ONE (1), an addition in Fort Bend County, Texas, according to the map or plat thereof recorded in Volume 15, Page 2 of the Plat Records of Fort Bend County, Texas;

AND WHEREAS, it will convey the said properties, subject to certain protective covenants, conditions, restrictions, liens and charges as hereinafter set forth;

NOW THEREFORE, it hereby declares that all of the properties described above shall be held, sold and conveyed subject to the following easements, restrictions, covenants, and conditions, which are for the purpose of protecting the value and desirability of, and which shall run with, the real property and shall be binding on all parties having any right, title or interest in the described properties or any part thereof, their heirs, successors and assigns and shall inure to the benefit of each owner thereof.

DEFINITIONS

Section 1. "Association" shall mean and refer to TOWNWEST HOMEOWNERS ASSOCIATION, INC., its successors and assigns.

Section 2. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to any Lot or portion of a lot, on which there is or will be built a detached single family dwelling, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

Section 3. "Properties" shall mean and refer to that certain real property hereinbefore described, and such additions thereto as may hereafter be brought within the jurisdiction of the Association.

Section 4. "Common Area" shall mean all real property owned by the Association at the time of the conveyance of the first lot, that is for the common use and enjoyment of the owners. The Common Area to be owned by the Association is described as follows:

1.6913 acres of land out of the B.M. George Survey, Abstract 175, Ft. Bend County, Texas, being a part of RESERVE "E" Block 25 of the TOWNWEST Subdivision, Section One, as shown on plat recorded in Volume 15, Page 2 of the Ft. Bend County Map Records, said 1.6913 acre tract being more particularly described as follows:

Commencing at the intersection of the centerline of New Village Lane and Old Towne Lane.

Thence S 31° 03' 02" W along the centerline of Old Towne Lane a distance of 40 feet to a point;

Thence N 58° 56' 58" W a distance of 30 feet to the lower East cut-back corner Reserve "E", Block 25 being the BEGINNING POINT of the herein described tract;

Thence S 31° 03' 02" W along the S.E. line of said Block 25 a distance of 102 feet to a point;

Thence N 58° 56' 58" W 64.00 feet;

Thence S 31° 03' 02" W 211.00 feet;

Thence S 60° 06' 18" W 41.19 feet;

Thence N 58° 56' 58" W 104.00 feet;

Thence N 31° 03' 02" E 219.00 feet;

Thence N 58° 56' 58" W 160.00 feet;

Thence N 31° 03' 02" E 140.00 feet to a point on the N.E. line of said Block 25, being the S.W. Right-of-Way line said New Village Lane;

Thence S 58° 56' 58" E along said line a distance of 338.00 feet to the upper East cut-back corner of said Block 25;

Thence S 13° 56' 58" E along the cut-back line of Block 25 a distance of 14.14 feet to the point of beginning and containing 1.6913 acres more or less.

Section 5. "Lot" shall mean and refer to that portion of any of the plots of land shown upon the recorded subdivision map of TOWNWEST, SECTION ONE (1), on which there is or will be built single family dwellings. There is excepted herefrom the hereinbefore described Common Area along with other Reserves as noted on said subdivision map.

Section 6. "Declarant" shall mean and refer to U. S. HOME CORPORATION OF TEXAS, its successors and assigns if such successors or assigns should acquire more than one undeveloped Lot from the Declarant for the purpose of development.

ARTICLE II

PROPERTY RIGHTS

Section 1. Owner's Easements of Enjoyment. Upon conveyance of same to the Association, every owner shall have a right and easement of enjoyment in and to the Common Area which shall be appurtenant to 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 of the recreational facilities by an owner for any period during which any assessment against his Lot remaining unpaid; and for a period not to exceed 60 days for any infraction of its published rules and regulations;

(c) The right of the Association to borrow money for the purpose of improving the Common Area and facilities and in aid thereof to mortgage said property;

(d) The right of the Association to dedicate or transfer all or any part of the Common Area 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 signed by two-thirds (2/3) of each class of members agreeing to such dedication or transfer has been recorded.

Section 2. Delegation of Use. Any owner may delegate, in accordance with the By-Laws, his right of enjoyment to the Common Area and facilities to the members of his family, his tenants, or contract purchasers who reside on the property.

MEMBERSHIP AND VOTING RIGHTS

Section 1. 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.

Section 2. The Association shall have two classes of voting membership:

Class A. Class A members shall be all Owners with the exception of the Declarant and shall be entitled to one (1) vote for each Lot owned. When more than one (1) 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 (1) vote be cast with respect to any Lot.

Class B. The Class B member(s) shall be the Declarant and 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:

- (a) When the total votes outstanding in the Class A membership equal the total votes outstanding in the Class B membership; or

- (b) January 1, 1985;

provided, however, that the Class B membership shall be reinstated upon annexation to the properties of any additional residential property and/or Common Area, but subject to further cessation in accordance with the limitations set forth in the preceding paragraphs (a) or (b) of this Article, whichever occurs first.

ARTICLE IV

COVENANTS FOR MAINTENANCE ASSESSMENTS

Section 1. Creation of the Lien and Personal Obligation of Assessments.

The Declarant, for each Lot owned within the Properties, 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, such assessments to be established and collected as hereinafter provided. The annual and special assessments, together with interest, costs, and reasonable attorney's fees, shall be a charge on the land and shall be a continuing lien upon the property against which each such assessment is made. Each such assessment, together with interest, 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. The personal obligation for delinquent assessments shall not pass to his successors in title unless expressly assumed by them.

Section 2. Purpose of Assessments. The assessments levied by the Association shall be used exclusively to promote the recreation, health, safety, and welfare of the residents in the Properties and for the improvement and maintenance of the Common Area owned by the Association and areas affecting the houses situated upon the properties.

Section 3. Maximum Annual Assessment. Until January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment shall be eighty-four dollars (\$84.00) per Lot.

(a) From and After January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment may be increased each year not more than 3% above the maximum assessment for the previous year without a vote of the membership.

(b) From and after January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment may be increased above 3% by a 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 this purpose.

(c) The Board of Directors may fix the annual assessment at an amount not in excess of the maximum. As long as there is a Class B membership the Board of Directors may charge and collect a fraction of the annual assessment on each Lot until the conveyance of said Lot by Declarant to an Owner, provided that, after any conveyance of the Common Area, any such fractional charge to Declarant shall not be less than fifty percent (50%).

Section 4. Special Assessments for Capital Improvements. In addition to the annual assessments authorized above, the Association may levy, in any assessment year, a special assessment applicable to that 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 that any such assessment shall have the assent 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.

Section 5. Notice and Quorum for any Action Authorized Under Sections 3 and 4.

Written notice of any meeting called for the purpose of taking any action authorized under Section 3 or 4 shall be sent to all members not less than 30 days nor more than 50 days in advance of the meeting. At the first such meeting called, the presence of members or of proxies entitled to cast two-thirds (2/3) 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 50 days following the preceding meeting.

Section 6. Uniform Rate of Assessment. Both annual and special assessments must be fixed at a uniform rate for all Lots, except as provided in Section 3 (c) hereof, and may be collected on a monthly basis.

Section 7. Date of Commencement of Annual Assessments: Due Dates. The annual assessments provided for herein shall commence as to all Lots on the first day of the month following the conveyance of the Common Area. The first annual assessment shall be adjusted according to the number of months remaining in the calendar year. The Board of Directors shall fix the amount of the annual assessment against each Lot at least thirty (30) days in advance of each annual assessment period. Written notice of the annual assessment shall be sent to every Owner subject thereto. The due dates shall be established by the Board of Directors. The Association shall, upon demand, and for a reasonable charge, furnish a certificate signed by an officer of the Association setting forth whether the assessments on a specified Lot have been paid.

Section 8. Effect of Non-Payment of Assessments: Remedies of the Association. Any Assessments not paid within thirty (30) days after the due date, shall bear interest from the due date at the rate of 7-1/2 percent per annum. The Association may bring an action at law against the Owner personally obligated to pay the same or foreclose the lien against the property, and interest, costs, and reasonable attorney's fees of any such action shall be added to the amount of such assessment. Each Owner, by his acceptance of a deed to a Lot, hereby expressly vests in the TOWNWEST HOMEOWNERS ASSOCIATION, INC., or its agents the right and power to bring all actions against such Owner personally for the collection of such charges as a debt and to enforce the aforesaid lien by all methods available for the enforcement of such liens, including foreclosure by an action brought in the name of the Association in a like manner as a mortgage or deed of trust lien on real property, and such Owner hereby expressly grants to the Association a power of sale in connection with said lien. The lien provided for in this section shall be in favor of the Association and shall be for the benefit of all other Lot Owners. The Association acting on behalf of the

Lot Owners shall have the power to bid in an interest foreclosed at foreclosure sale and to acquire and hold, lease, mortgage and convey the same; and to subrogate so much of its right to such liens as may be necessary or expedient to an insurance company continuing to give total coverage notwithstanding nonpayment of such defaulting Owner's portion of the premium. No Owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Area or abandonment of his Lot.

Section 9. Subordination of the Lien to Mortgages. The lien of the assessments provided for herein shall be subordinate to the lien of any mortgage or mortgages granted or created by the Owner of any Lot to secure the payment of monies advanced and used for the purpose of purchasing and/or improving such Lot. Sale or transfer of any Lot shall not affect the assessment lien. However, the sale or transfer of any Lot pursuant to a foreclosure under such purchase-money or improvement mortgages or any proceeding in lieu of foreclosure thereof, shall extinguish the lien of such assessments as to payment thereof which became due prior to such sale or transfer. No sale or transfer shall relieve such Lot from liability for any assessments thereafter becoming due or from the lien thereof.

Section 10. Exempt Property. All properties dedicated to an accepted by a local public authority; and all properties owned by a charitable or non-profit organization exempt from taxation by the laws of the State of Texas shall be exempt from the assessment created herein. However, no land or improvements devoted to dwelling use shall be exempt from said assessment.

Section 11. Management Agreements. Each Owner of a Lot hereby agrees to be bound by the terms and conditions of all management agreements entered into by the Association. A copy of all such agreements shall be available to the Lot Owners. All management agreements shall be made with responsible parties having experience adequate for the management of a project of this type.

ARTICLE V

ARCHITECTURAL CONTROL

No building, fence, wall or other structure shall be commenced, erected or maintained upon the Properties, nor shall any exterior addition to or change or alteration therein be made until the plans and specifications showing the nature, kind, shape, height, materials, and location of the same shall have been submitted to and approved in writing as to harmony of external design and location in relation to surrounding structures and topography by the Board of Directors of the Association, or by an architectural committee composed of three (3) or more representatives appointed by the Board. In the event said Board, or its designated committee, fails to approve or disapprove such design and location within thirty (30) days after said plans and

specifications have been submitted to it, approval will not be required and this Article will be deemed to have been fully complied with.

The persons serving on the Architectural Control Committee, or their successors, shall serve for a period of ten years from the date of the appointment of the first Architectural Control Committee, at which time the Architectural Control Committee shall resign and thereafter its duties shall be fulfilled and its powers exercised by the Board of Directors of the Association. In the event of the death or resignation of any person serving on the Architectural Control Committee, the remaining person(s) serving on the Committee shall designate a successor or successors, who shall have all of the authority and power of his or their predecessor(s). A majority of the Architectural Control Committee may designate someone serving on the Committee to act for it. No person serving on the Committee shall be entitled to compensation for services performed pursuant to this Article V. However, the Committee may employ one or more architects, engineers, attorneys, or other consultants to assist the committee in carrying out its duties hereunder; and the Association shall pay such consultants for such services as they render to the Committee.

ARTICLE VI

EXTERIOR MAINTENANCE

In the event an owner of any Lot in the Properties shall fail to maintain the premises and the improvements situated thereon in a manner satisfactory to the Board of Directors, the Association, after approval of two-thirds (2/3) vote of the Board of Directors, shall have the right, through its agents and employees, to enter upon said parcel and to repair, maintain, and restore the Lot and exterior of the buildings and any other improvements erected thereon. The costs of such exterior maintenance shall be added to and become part of the assessment to which such Lot is subject.

ARTICLE VII

USE RESTRICTIONS

1. Said Lots shall be used for residential purposes only and no building shall be erected, altered, placed or permitted to remain on any Lot other than one detached single-family dwelling not to exceed two stories in height and a private garage for not more than three (3) cars.

2. Any single story residence constructed on said Lots must have a ground floor area of not less than 1,000 square feet, exclusive of open or screened porches, terraces, driveways, carports and garages. Any residence other than a single story residence must have not less than 800 square feet of ground floor living area exclusive of open or screened porches, terraces, driveways, carports and garages. The construction of any residence will involve the use of not less than 50% of brick veneer around the outside perimeter of the ground floor of the building.

3. No building shall be located on any lot nearer to the front lot line or nearer to the side street line than the minimum building set-back lines shown on the recorded plat. No side yards at the front building set-back line shall be less than 5 feet, except a three (3) foot side yard shall be permissible for a garage or other permitted accessory building located sixty (60) feet or more from the front property line. For the purpose of this covenant, eaves, steps and open porches shall not be considered as a part of the building: provided, however, that this shall not be construed to permit any portion of a building on any lot to encroach upon another lot. If two or more lots, or fractions thereof, are consolidated into the building site in conformity with the provisions of Section 4 below, these building set-back provisions shall be applied to such resultant building site as if it were one original, platted lot.

4. None of said lots shall be re-subdivided in any fashion except that any entity owning two or more adjoining lots may subdivide or consolidate such lots into building sites, with the privilege of placing or constructing improvements as permitted in Sections 2 and 3 above on each such resulting building site, provided that such subdivision or consolidation does not result in any building sites with less than fifty-five (55) feet at the front building line in TOWNWEST, SECTION ONE (1).

5. Easement for the installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat. No utility company, water district, political subdivision or other authorized entity using the easements herein referred to shall be liable for any damage done by them or their assigns, agents, employees or servants, to shrubbery, trees or flowers or other property of the owner situated on the land covered by said easements.

6. No noxious or offensive activity shall be carried on upon any Lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood.

7. No structure of a temporary character, trailer, basement, tent, shack, garage, barn or other outbuilding shall be used on any lot at any time as a residence, either temporarily or permanently.

8. No signs of any character shall be allowed on any lot except one sign of not more than five square feet advertising the property for sale or rent; provided, however, U.S. Home Corporation of Texas, and any entity similarly building in TOWNWEST, SECTION ONE (1), has the right, during the construction and sales period, to construct and maintain such facilities as it determines are necessary or convenient, including, but without limitation, signs, offices, storage areas and model units.

9. No oil drilling, oil development operations, oil refining, quarrying or mining operations of any kind shall be permitted on any lot, nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted on any lot. No derrick or other structure designed for use in boring for oil, natural gas, or other minerals shall be erected, and maintained or permitted in any lot.

10. No lot shall be used or maintained as a dumping ground for rubbish or trash and no garbage or other waste shall be kept except in sanitary containers. All incinerators or other equipment for the storage and disposal of such material shall be kept in a clean and sanitary condition.

11. No animals, livestock or poultry of any kind shall be raised, bred or kept on any lot except that dogs, cats or other house-type pets may be kept provided that they are not kept, bred or maintained for any commercial purposes, not to exceed a total of three (3) adult animals.

12. No fence, wall, hedge or gas meter shall be placed, or permitted to remain, on any of said lots nearer to the street or streets adjoining such lot than is permitted for the main residence on such lot, except for decorative subdivision entry fences, or fencing used for enclosing community facilities installed by U.S. Home Corporation of Texas and/or TOWNWEST HOMEOWNERS ASSOCIATION, INC., which are approved in accordance with Article V hereof.

13. No shrub or tree planting which obstructs sight lines at elevations between 2 and 6 feet above the roadway shall be planted or permitted to remain on any corner lot within the triangular area formed by the street property line and a line connecting them at points 25 feet from the intersection of the street lines, or in the case of a rounded property corner from the intersection of the street property lines extended. The same sight line limitations shall apply on any lot within 10 feet from the intersection of a street property line with the edge of a driveway or alley pavement. No tree shall be permitted to remain within such distances of such intersections unless the foliage line is maintained at sufficient height to prevent obstructions of such sight lines.

14. No truck, bus or trailer shall be left parked in the street in front of any lot except for construction and repair equipment while a house or houses are being built or repaired in the immediate vicinity, and no truck, bus, boat or trailer shall be parked on the driveway or any portion of the lot exposed to public view.

15. Garage doors shall be closed at all times except for immediate entry and exit.

16. Paragraphs 1 through 15 above will be adhered to at all times unless the Builder receives written authorization from the Board of Directors of the Association waiving paragraphs 1 through 4 of Article VII for purpose of allowing construction of

other types of dwellings such as, for example, but not by way of limitation, row houses, quad-plexes, and zero-lot line houses. But in no case shall any dwelling unit constructed upon the Properties contain less than 900 square feet of living area.

ARTICLE VIII

EASEMENTS

Section 1. All easements and alleys for the installation and maintenance of utilities and drainage facilities are reserved as shown on the plat of TOWNEST, SECTION ONE (1). No shrubbery, fence, or other obstruction shall be placed in any easement or alleyway. Right of use for ingress and egress shall be had at all times over any dedicated easement, and for the installation, operation, maintenance, repair or removal of any utility, together with the right to remove any obstruction that may be placed in such easement, that would constitute interference with the use, maintenance, operation or installation of such utility.

Section 2. An underground electric distribution system will be installed which shall service substantially all of the residential lots in TOWNEST, SECTION ONE (1). The owner of each lot with underground service 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 the electric company's metering on customer's structure to the point of attachment of such company's installed transformers or energized secondary junction boxes, such point designated by such company at the property line of each such lot. The electric company furnishing service shall make the necessary connections at said point of attachment and at the meter. Said owner also 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) for the residence constructed on such owner's lot. For so long as underground service is maintained, the electric service to such lots shall be uniform in character and exclusively of the type known as single phase, 120/240 volt, three wire, 60 cycle, alternating current.

ARTICLE IX

GENERAL PROVISIONS

Section 1. Enforcement. The Association, or any Owner, shall have the right to enforce, by any proceedings at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration. Failure by the Association or by any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

Section 2. Severability. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no wise affect any other provisions which shall remain in full force and effect.

Section 3. Amendment. The covenants and restrictions of the 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 Lot subject to this Declaration, their respective legal representatives, heirs, successors, and assigns, for a term of twenty (20) years from the date this Declaration is recorded, after which time said covenants shall be automatically extended for successive periods of ten (10) years. The covenants and restrictions of this Declaration may be amended during the first twenty (20) year period by an instrument signed by not less than ninety percent (90%) of the Lot Owners and thereafter by an instrument signed by not less than seventy-five percent (75%) of the Lot Owners. Any amendment must be properly recorded in Fort Bend County, Texas.

Section 4. Gender and Grammar. The singular wherever used herein shall be construed to mean the plural when applicable, and the necessary grammatical changes required to make the provisions hereof apply either to corporations or individuals, men or women, shall in all cases be assumed as though in each case fully expressed.

Section 5. Annexation. Additional residential property and common area within the area described in Volume 555, Page 856; in Volume 556, Page 189; and in Volume 558, Page 786, all of the Deed Records of Fort Bend County, Texas, may be annexed to the Properties with the consent of two-thirds (2/3) of each class of membership, or upon submission and approval by FHA/VA of an overall plan of the entire development, and subsequent approval of each stage of development, such additional stages may be annexed by the Board of Directors without approval by the membership.

Section 6. Mergers and Consolidations. The Association may participate in mergers and consolidations with other non-profit corporations organized for the same purposes, provided that any such merger or consolidation shall have the assent of two-thirds (2/3) of each class of the voting membership.

Section 7. FHA/VA Approval. As long as there is a Class B membership; the following actions will require the prior approval of the Federal Housing Administration or the Veterans Administration:

Annexation of additional properties, conveyance and/or dedication of Common Area, Amendment of this Declaration of Covenants, Conditions and Restrictions, Mergers and Consolidations, Mortgaging of the Common Area, and Management Agreements.

IN WITNESS WHEREOF, the undersigned, being the Declarant herein, has hereunto set its hand and seal this 15th day of November, 1974

ATTEST

U. S. HOME CORPORATION OF TEXAS

By: Judy Boyd
Asst. Secretary

By: Roger Bludorn
Vice-President

BEFORE ME, the undersigned authority, a Notary Public in and for said County and State, on this day personally appeared Roger B. Medora Vice-President of U.S. HOME CORPORATION OF TEXAS, a Texas corporation, known to me to be the person and officer whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed, as the act and deed of said corporation, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS 15 day of November, A.D., 19 74.

Dorothy H. Kuhlmann

THE STATE OF TEXAS
COUNTY OF FORT BEND

KNOW ALL MEN BY THESE PRESENTS:

The undersigned owner and holder of Liens upon and against the property known as Townewest, Section One (1), in Fort Bend County, Texas, according to the map or plat thereof recorded in Volume 15, Page 2 of the Map Records of Fort Bend County, Texas, as said liens affect various portions of said property as shown by the records in the office of the County Clerk of Fort Bend County, Texas, does hereby execute this instrument to evidence its consent to the provisions of the foregoing Declaration of Covenants, Conditions and Restrictions executed by U. S. Home Corporation of Texas (hereinafter referred to as "said instrument"). Provided that:

1.

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The execution hereof by the undersigned shall not be considered as a subordination or a release of any liens now held by the undersigned against said property, nor as a release or subordination to any lien expressed or set forth in said Declaration to secure the maintenance charge against any portion of said property.

2.

The undersigned does not waive any right to consent to and/or approve the creation of any other and further restrictions against any portion of said Townewest, Section One (1).

EXECUTED this 15th day of NOVEMBER, 1974.

ATTEST:

Fred S. Miller
Asst. Secretary

S/C MANAGEMENT COMPANY, Trustee

By::

[Signature]

THE STATE OF TEXAS
COUNTY OF

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Before me, the undersigned a Notary Public in and for said County and State, on this day personally appeared [Signature], known to me to be the person and officer whose name is subscribed to the foregoing instrument and acknowledged to me that the same was the act of the said S/C MANAGEMENT COMPANY, Trustee, a corporation in its corporate and fiduciary capacity, and that he executed the same as the act of such corporation for the purposes and consideration therein expressed, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 15th day of November, 1974.

[Signature]
Notary Public in and for [County] County
TEXAS

Filed for Record at 11:30 AM 11/15 1974
County Clerk County of Fort Bend, Texas
By: [Signature]