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This document is being re-recorded to correct the notary acknowledgement as previously filed on August 21, 2009 under Clerk's File No. 2009088073



MISC  
6 PGS

2009091420

Prepared by / Upon recording,  
please return to:

Wayne S. Hyatt  
Hyatt & Stubblefield, P.C.  
1200 Peachtree Center, South Tower  
225 Peachtree Street, N.E.  
Atlanta, GA 30303

Cross-Reference to:

Community Charter at Instrument No. 2006063505  
Community Covenant at Instrument No. 2006063506  
Declaration of Easements at Instrument No. 2006031363

STATE OF TEXAS

COUNTY OF FORT BEND

**SUPPLEMENT TO THE COMMUNITY CHARTER AND  
THE COMMUNITY COVENANT  
FOR  
TELFAIR**

(SECTION 23-RE-RECORDED)

This Supplement to the Community Charter and the Community Covenant for Telfair ("Supplement") is made this 26th day of August, 2009, by NNP-Telfair, L.P., a Texas limited partnership, (the "Founder").

**Background Statement**

The Founder is the developer of the planned community located in the City of Sugar Land, Fort Bend County, Texas, known as Telfair. The Founder executed and filed that Community Charter for Telfair, which was recorded on May 31, 2006 as Instrument No. 2006063505 in the County Clerk Official Records of Fort Bend County, Texas and subsequently amended by that instrument recorded July 20, 2007 as Instrument No. 2007093796 and that instrument recorded December 21, 2007 as Instrument No. 2007154455 (as now and hereafter amended and supplemented, the "**Charter**") and that Community Covenant for Telfair, which was recorded on May 31, 2006 as Instrument No. 2006063506 in the County Clerk Official Records of Fort Bend County, Texas (as it may be amended and supplemented, the "**Covenant**"). The Founder had previously executed and filed that Declaration of Easements and Covenant to Share Costs, which was recorded on March 20, 2006 as Instrument No. 2006031363 in the County Clerk Official Records of Fort Bend County, Texas and subsequently amended by that instrument recorded January 25, 2007 as Instrument No. 2007010472 (as now and hereafter amended and supplemented, the "**Covenant to Share Costs**").

Pursuant to Sections 16.1 and 16.3 of the Charter, the Founder reserved the right to expand the Telfair community by recording one or more Supplements submitting to the terms of the Charter all or any portion of the Expansion Property described on Exhibit "B" of the Charter and/or to impose on such

property additional covenants and easements, with the consent of the owner of such property (if not the Founder).

Pursuant to the Section 4.1 of the Community Covenant, the Founder may, with the consent of the owner thereof, submit all or any portion of the Expansion Property described on Exhibit "B" of the Community Covenant to the terms of the Community Covenant and/or impose additional covenants and easements on such property.

The property described on Exhibit "A" to this Supplement (the "**Additional Property**") is a portion of the Expansion Property described on Exhibit "B" to the Charter and Exhibit "B" to the Community Covenant. By its terms, the Covenant to Share Costs applies to all property now or hereafter submitted to the Charter, as it may be amended and supplemented.

As the owner of the Additional Property, the Founder desires to submit such the Additional Property to the terms of the Charter, the Community Covenant, the Covenant to Share Costs, and this Supplement.

NOW, THEREFORE, the Founder hereby submits the real property described on Exhibit "A" of this Supplement to the provisions of the Charter, the Community Covenant, the Covenant to Share Costs and this Supplement, which shall hereafter encumber the title to such property and shall be binding upon all persons having any right, title, or any interest in such property, their respective heirs, legal representatives, successors, successors-in-title, and assigns. The provisions of this Supplement shall also be binding upon Telfair Community Association, Inc., a Texas nonprofit corporation (the "**Association**") and Telfair Community Council, Inc., in accordance with the terms of the Charter and the Community Covenant.

#### **ARTICLE I** **Definitions**

The definitions set forth in Article 1 of the Charter are incorporated by reference in this Supplement.

#### **ARTICLE II** **Designation of Neighborhoods and Service Areas**

Pursuant to Chapter 3 of the Charter, the Additional Property has been assigned to the Neighborhood(s) and Service Area(s), if any, designated on Exhibit "A" to this Supplement.

#### **ARTICLE III** **Additional Covenants, Restrictions and Easements**

The additional covenants, restrictions and easements, if any, set forth in Exhibit "B" of this Supplement shall apply to the Additional Property and shall be binding upon the owners and occupants of Units within the Additional Property, their guests and invitees, in addition to the terms of the Charter.

**ARTICLE IV**  
**Amendment**

4.1 By the Founder.

Until termination of the Founder Control Period, the Founder may unilaterally amend this Supplement for any purpose. Thereafter, until termination of the Development and Sale Period, the Founder may unilaterally amend this Supplement to reflect any revisions or amendments to any plats referenced on Exhibit "A," and, provided the amendment has no material adverse effect upon any right of any Owner without such Owner's consent in writing, for any other purpose.

Notwithstanding this reserved right, a revision or amendment to a plat shall not require an amendment to this Supplement so long as no property is added or excluded from the plat by the revision or amendment thereto. The Founder reserves the right to record revised, amended, or additional plats that only affect internal boundaries between lots, combine lots, or subdivide lots shown on the original plat and, so long as they do not alter the overall property submitted to the Charter by this Supplement, such revised, amended or additional plats shall not necessitate an amendment to this Supplement.

4.2. By Owners.

Except as otherwise specifically provided above, this Supplement may be amended only by the affirmative vote or written consent, or any combination thereof, of Owners of at least 67% of the Units within the Additional Property and the written consent of the Association, acting through its board of directors. In addition, so long as the Founder owns any Unit within the Additional Property, the consent of the Founder shall be required.

4.3. Validity and Effective Date.

No amendment may remove, revoke, or modify any right or privilege of the Founder or without the written consent of the Founder (or the assignee of such right or privilege).

If an Owner consents to any amendment to this Supplement, it will be conclusively presumed that such Owner has the authority to consent, and no contrary provision in any Mortgage or contract between the Owner and a third party will affect the validity of such amendment.

Any amendment shall become effective upon recording, unless a later effective date is specified in the amendment. No action to challenge the validity of an amendment may be brought more than two years after its recordation. In no event shall a change of conditions or circumstances operate to amend any provisions of this Supplement.

[continued on next page

In witness of the foregoing, the Founder has executed this Supplement on the 26th day of August, 2009.

**FOUNDER: NNP-TELFAIR, L.P.**, a Texas limited partnership

BY: NNP-TV Communities, LP, a Texas limited partnership, its general partner

BY: NNP-TV Management, LLC, a Delaware limited liability company, its general partner

By: 

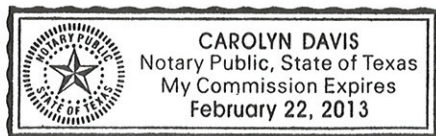
Name: M. Keith Behrens

Its: Assistant Vice President

STATE OF TEXAS           §  
  §  
COUNTY OF HARRIS       §

Before me, the undersigned authority, on this day personally appeared M. Keith Behrens, personally known to me to be the person whose name is subscribed to the foregoing instrument, and known to me to be the Asst. Vice President of NNP-TV Management, LLC, a Delaware limited liability company, General Partner of NNP-TV Communities, LP, a Texas limited partnership, General Partner of NNP-TELFAIR, L.P., a Texas limited partnership, and acknowledged to me that he executed the same for the purpose and consideration therein expressed on behalf of said company and said limited partnerships.

GIVEN under my hand and seal of office this 26<sup>th</sup> day of August, 2009.



  
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Notary Public

My commission expires: February 22, 2013

**EXHIBIT "A"**

**Additional Property**

ALL THAT TRACT OR PARCEL OF LAND lying and being in the Alexander Hodge League, Abstract No. 32, City of Sugar Land, Fort Bend County, Texas, being more particularly described on that certain final plat of Telfair Section 23, recorded in the Plat Records of Fort Bend County, Texas, on August 18, 2009 as Instrument No. 20090073;

All Lots shown on such final plat being hereby assigned to **Neighborhood No. 12**.

Such plat has the metes and bounds set forth therein.

EXHIBIT "B"

Additional Covenants, Restrictions, and Easements

[None at this time]

RETURNED AT COUNTER TO:

Carolyn Davis  
Newland Communities  
10235 W. Little York, Suite 300  
Houston, TX 77040

FILED AND RECORDED

OFFICIAL PUBLIC RECORDS

*Dianne Wilson*

2009 Aug 28 02:51 PM

LJ \$31.00

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Dianne Wilson COUNTY CLERK

FT BEND COUNTY TEXAS