

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**

(118.142-ACRE TRACT)

This Supplement to the Community Charter and the Community Covenant for Telfair ("Supplement") is made this 30 day of December, 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 (as it may be 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 (as it may be 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).

HOLD FOR STEWART TITLE FORT BEND
GF NO: 0915730774 ^{11/30} ~~12-70~~

**THIS DOCUMENT HAS BEEN
ELECTRONICALLY RECORDED**

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 the termination of the Development and Sale Period, the Founder may amend this Supplement, provided the amendment has no material adverse effect upon any right of any Owner without such Owner's consent in writing. The Association's board of directors ("**Board**") is permitted to amend this Supplement, to redesignate Neighborhoods as provided in Exhibit "B."

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 the Board, which consent shall not be unreasonably withheld, conditioned or delayed.

4.3. Validity and Effective Date.

No amendment may remove, revoke, or modify any right or privilege of the Founder 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.

In witness of the foregoing, the Founder has executed this Supplement on the 30 day of December, 2009.

Signature follows on next page

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: Walter F. Nelson
Walter F. Nelson
Vice President

STATE OF TEXAS §
 §
COUNTY OF HARRIS §

Before me, the undersigned authority, on this day personally appeared Walter F. Nelson, personally known to me to be the person whose name is subscribed to the foregoing instrument, and known to me to be the 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 30 day of December, 2009.

MA Ashworth IV
Notary Public

[Notarial Seal]

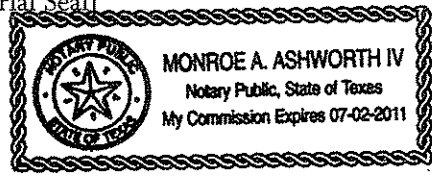


EXHIBIT "A"

Additional Property

**DESCRIPTION OF
118.142 ACRES**

Being 118.142 acres of land located in the Alexander Hodge League, Abstract 32, Fort Bend County, Texas, more particularly being a portion of the residue of a called 326.826 acre tract conveyed to NNP-Keepsake, L.P., by instrument of record in File No. 2003149525, Official Public Records, of said Fort Bend County (F.B.C.O.P.R.), said NNP-Keepsake, L.P. now known as NNP-Telfair LP, by instrument of record in File No. 2006007940, F.B.C.O.P.R., and being a portion of that Tract 5, Part 5 and Tract 5, Part 9 as shown on State of Texas, Department of Transportation Partition Plat, by instrument of record in Slide No. 1655B and 1656A, Plat Records, of said Fort Bend County, said 118.142 acres being more particularly described by metes and bounds as follows (all bearings referenced to the Texas State Plane Coordinate System, South Central Zone, NAD 83 (1993 adj.);

COMMENCING for reference on the north line of said 326.826 acre tract, same being the northwest corner of that certain called 18.688 acre tract conveyed to Fort Bend County Levee Improvement District No. 17, by instrument of record in File No. 2007115781, F.B.C.O.P.R., and on the southerly right-of-way line of U.S. Highway No. 59 (width varies);

Thence, with the west line of said 18.688 acre tract, South 01° 50' 41" East, at 3,144.22 feet passing a 5/8-inch iron rod with plastic cap stamped "LJA ENG" previously set for an angle point of said 18.688 acre tract, same being the northwest corner of that certain called 3.000 acre tract (described as Drill Site No. 4), by instrument of record in File No. 2009060620, F.B.C.P.R., and continuing along the west line of said Drill Site No. 4, in all a total distance of 3,433.41 feet to a 5/8-inch iron rod with plastic cap stamped "LJA ENG" set for the POINT OF BEGINNING;

Thence, along the south line of said Drill Site No. 4, North 87° 12' 01" East, 562.61 feet to a 5/8-inch iron rod with plastic cap stamped "LJA ENG" set for corner on the west line of said 18.688 acre tract;

Thence, with the west and south lines of said 18.688 acre tract, the following three (3) courses:

- 1) South 39° 37' 31" East, 20.42 feet to a 5/8-inch iron rod with plastic cap stamped "LJA ENG" set for corner;
- 2) South 01° 55' 19" East, 3,493.76 feet to a 5/8-inch iron rod with plastic cap stamped "LJA ENG" set for corner, the beginning of a curve;
- 3) 581.19 feet along the arc of a non-tangent curve to the right, having a radius of 400.00 feet, a central angle of 83° 14' 58" and a chord which bears South 48° 08' 25" West, 531.40 feet to a 5/8-inch iron rod with plastic cap stamped "LJA ENG" set for corner, the beginning of a curve on the westerly line of said 326.826 acre tract;

Thence, with said westerly line, the following six (6) courses:

- 1) 568.22 feet along the arc of a non-tangent curve to the left, having a radius of 1,510.00 feet, a central angle of $21^{\circ} 33' 39''$ and a chord which bears North $44^{\circ} 06' 53''$ West, 564.88 feet to a 5/8-inch iron rod with plastic cap stamped "LJA ENG" set for corner;
- 2) North $54^{\circ} 53' 40''$ West, 21.07 feet to a 5/8-inch iron rod with plastic cap stamped "LJA ENG" set for corner;
- 3) South $35^{\circ} 06' 20''$ West, 30.00 feet to a 5/8-inch iron rod with plastic cap stamped "LJA ENG" set for corner;
- 4) North $54^{\circ} 53' 40''$ West, 78.93 feet to a 5/8-inch iron rod with plastic cap stamped "LJA ENG" set for corner, the beginning of a curve;
- 5) 889.87 feet along the arc of a tangent curve to the right, having a radius of 1,925.00 feet, a central angle of $26^{\circ} 29' 10''$ and a chord which bears North $41^{\circ} 39' 06''$ West, 881.97 feet to a 5/8-inch iron rod with plastic cap stamped "LJA ENG" found for corner;
- 6) North $28^{\circ} 24' 32''$ West, 1,706.01 feet to a 5/8-inch iron rod with plastic cap stamped "LJA ENG" set for corner, on the south line of that certain called 15 feet wide access easement, by instrument of record in File No. 2009060823, F.B.C.P.R.;

Thence, leaving said westerly line and along the south line of said 15 feet wide access easement, North $61^{\circ} 35' 28''$ East, 309.01 feet to a 5/8-inch iron rod with plastic cap stamped "LJA ENG" set for corner

Thence, continuing along said south line, North $44^{\circ} 21' 35''$ East, 284.56 feet to a 5/8-inch iron rod with plastic cap stamped "LJA ENG" set for corner;

Thence, leaving said south line, South $85^{\circ} 47' 48''$ East, 683.07 feet to a 5/8-inch iron rod with plastic cap stamped "LJA ENG" set for corner;

Thence, North $25^{\circ} 15' 36''$ East, 1,035.15 feet to the POINT OF BEGINNING and containing 118.142 acres of land.

Such property being hereby assigned to Neighborhood No. 17, subject to further subdivision and reassignment to more than one Neighborhood as provided in Exhibit "B" hereof.

EXHIBIT "B"

Additional Covenants, Restrictions, and Easements

1. Future Subdivision; Neighborhood Re-assignments. The Additional Property may be subdivided by Taylor Morrison of Texas, Inc. ("TMT") for residential purposes so long as such subdivision is consistent with similar subdivisions of Telfair. In the event that any subdivision plat or combination of plats are recorded which results in subdivision of all or any portion of the Additional Property into more than 190 lots or Units, the Board shall promptly execute and record an amendment to this Supplement subdividing Neighborhood 17 into more than one Neighborhood. If such subdivision plat or combination of plats results in the creation of more than 225 lots or Units, the Board shall promptly execute and record an amendment to this Supplement subdividing Neighborhood 17 into at least three (3) Neighborhoods (each such Neighborhood to consist of no less than 75 lots or Units or more than 200 lots or Units) and reassigning such lots or Units among the Neighborhoods thus created, all as more particularly specified by TMT, so long as same is consistent with similar subdivisions of Telfair.
2. Transfers of Interests in Real or Personal Property. Pursuant to Section 9.1(a) of the Charter, TMT shall have the right to transfer or convey to the Community Association of interests in real or personal property within the Additional Property so long as (1) TMT warrants the condition of any improvements to such property to be free of defects in materials or workmanship for a period of at least one year from conveyance and so long as such interests are free from monetary encumbrances, and are consistent with other similar interests accepted by the Association and (2) if the property contains improvements for which a building permit is required by the City of Sugar Land, Texas (the "City"), a certificate of occupancy or similar certificate permitting occupancy has been issued by the City. Upon such transfer of interests in real or personal property within the Additional Property to the Community Association, the Community Association shall be fully responsible for the maintenance and upkeep of the same, subject to TMT's warranty, above.
3. Amendment of Charter and Covenant. During the period commencing with the date hereof and continuing until the earlier of (i) TMT no longer owns any portion of the Additional Property, or (ii) December 31, 2015, Founder shall not alter or amend the Charter or Covenant in any manner that would materially adversely affect the rights of TMT or TMT's ability to develop and market the Additional Property for residential purposes.

2009135491

Electronically Recorded

Official Public Records

2009 Dec 31 09:03 AM

Dianne Wilson
Dianne Wilson, County Clerk

Fort Bend County Texas

Pages: 7 Fee: \$ 35.00

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