SUPPLEMENTAL AMENDMENT FOR SUTTON PARK, SECTION ONE

STATE OF TEXTAS *
* KNOW ALL MEN BY THESE PRESENTS:
COUNTY OF FORT BEND *

This Supplemental Amendment is made this 30th day of January, 1991, by Perry-Commonwealth, Ltd., a Texas limited partnership (hereinafter defined as the "Declarant").

WHEREAS, by that certain Declaration of Covenants, Conditions and Restrictions for The Commonwealth (hereinafter referred to as the "Declaration"), recorded under Clerk's File Number 8723598 of the Official Public Records of Real Property for Fort Bend County, Texas, L.T.G. Corporation, a Texas corporation, LG Partners, a Texas general partnership, and GL Partners, a Texas general Partnership, imposed all of those certain covenants, conditions and restrictions as set forth in the Declaration, against the land described therein; and

WHEREAS, as contemplated by the Declaration and pursuant to the applicable conditions thereof, an entity called The Commonwealth Civic Association, Inc., a Texas non-profit corporation (hereinafter referred to as the "Association"), was formed for the purpose of collecting, administering and dispersing the maintenance assessments described in the Declaration and for providing for the protection, maintenance, preservation and architectural control of the residential lots and the common areas within the land affected by the Declaration and any additions thereof which may be subsequently brought within the jurisdiction of the Association; and

WHEREAS, by Substitute Trustee's Deed dated July 4, 1989, recorded under Clerk's File No. 8931865, of the Official Public Records of Real Property for Fort Bend County, Texas, Commonwealth Federal Savings Association acquired title to the Property (as hereinafter defined) and pursuant to a Special Warranty Deed dated January 22, 1990, recorded under Clerk's File No. 9004078, Volume 2184, Page 1431, of the Official Public Records of Real Property for Fort Bend County, Texas, Perry-Commonwealth, Ltd., a Texas limited partnership, became the Owner of the Property (as hereinafter defined) and shall hereinafter be referred to as the "Declarant"; and

WHEREAS, Declarant, as defined above, is the Owner of all of that certain real property described as follows (the "Property"):

> All of Sutton Park, Section One (1), a subdivision of land in Fort Bend County Texas, as shown on the map or plat thereof recorded under Slide Nos. 1090A and 1090B in the Map Records of Fort Bend County, Texas;

and desires to confirm and ratify that the Covenants, Conditions, and Restrictions contained in the Declaration have been imposed upon the Property and that the Property is included within the boundaries of the Association and subject to the authority and jurisdiction of the Association as contemplated in the Declaration; and

NOW THEREFORE, for and in consideration of the premises and in furtherance of the General Plan of Development for the Property, Declarant hereby declares as follows:

ARTICLE I
NAME

The Property shall hereafter be known as SUTTON PARK, SECTION ONE.

ARTICLE II
RESTRICTIONS

The Property shall be held, transferred, sold, conveyed, used and occupied subject to the covenants, conditions, restrictions, easements, charges and liens set forth in (1) the Declaration (the same being herein incorporated by reference for all purposes) which shall run with the land and be binding on all parties having any right, title or interest in the Property or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each owner thereof and (2) additionally subject to this Supplemental Amendment.

ARTICLE III
DEFINITIONS

The following words, when used in this Supplemental Amendment, shall have the following meanings:

SECTION 1. "Architectural Committee" shall mean either the New Construction Committee or the Modifications Committee, whichever is applicable under the circumstances, each as described in Article V of the Declaration.

SECTION 2. "Association" shall mean and refer to The Commonwealth Civic Association, Inc., a Texas non-profit corporation.

SECTION 3. "Builder" shall mean and refer to any person or entity undertaking the construction of a residence on a Lot for profit for the purpose of selling same to a resident thereof.

SECTION 4. "Common Area" shall mean the same as defined in Article I, Section of the Declaration.

SECTION 5 "Sutton Park, Section One" shall mean and refer to the Property.

SECTION 6. "Corner Lot" shall mean and refer to a Lot which abuts on more than one street.

SECTION 7. "Declarant" shall mean and refer to Perry-Commonwealth, Ltd., a Texas limited partnership, its successors and assigns.

SECTION 8. "Lot" shall mean and refer to any of the numbered lots shown on the Subdivision Plat intended for the construction of a Residential Unit, excluding all reserve tracts shown on the Subdivision Plat, but including lots hereafter created by a replat of any reserve tracts. "Lots" shall mean and refer to each Lot and all of them.

SECTION 9. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title to any portion of the Property, including contract sellers, but excluding those having an interest merely as security for the performance of an obligation or those owning an easement right, a mineral interest, or a royalty interest.

SECTION 10. "Property" shall mean and refer to the following described real property:

> All of Sutton Park, Section One (1), a subdivision of land in Fort Bend County Texas, as shown on the map or plat thereof recorded under Slide Nos. 1090A and 1090B in the Map Records of Fort Bend County, Texas;

SECTION 11. "Residential Unit" shall mean and refer to any detached single family home intended for residential purposes, contained with the Property. "Residential Unit" shall not refer to any apartment unit, townhome, condominium unit or single family attached home.

SECTION 12. "Street" shall refer to any street, drive, boulevard, road, alley, lane, avenue, or thoroughfare as shown on the Subdivision Plat.

SECTION 13. "Subdivision Plat" shall mean and refer to the Property as shown in the recorded map or plat, or a replat thereof.

SECTION 14. "Tract" shall mean and refer to any tract of land contained within the Property other than Lots.

ARTICLE IV
DESIGNATION OF NEIGHBORHOOD

Sutton Park, Section One, is hereby designated a Neighborhood as such term is defined in the Declaration. The Association shall

have the power to levy annual neighborhood assessments on the Lots in either or both of such Neighborhoods in an amount not in excess of $500 per year as provided in the Declaration for the purpose of providing services to the owners of the Lots therein not generally provided to all of the Property within the jurisdiction of the Association.

ARTICLE V
USE RESTRICTIONS

SECTION 1. RESIDENTIAL USE. No improvements shall be constructed on the Lots except Residential Units and attendant improvements. No Lot shall be used for business, commercial, educational, church or professional activities, provided however, an Owner may use the Residential Unit for professional or other home occupations such as the maintenance of a personal or professional library, the keeping of personal business or professional records or accounts, or for the handling of personal business or professional telephone calls or correspondence so long as there is no external evidence thereof (such as signs advertising a business or consultation in person with clients or customers at the Residential Unit), and no unreasonable inconvenience to such Owner's neighbors is created.

SECTION 2. MINIMUM ALLOWABLE AREA OF INTERIOR LIVING SPACE IN A RESIDENCE. The minimum allowable area of interior living space in a residence shall be 2,800 square feet. For purposes hereof, the interior living space in a Residential Unit shall be the area which is air-conditioned.

SECTION 3. MAXIMUM ALLOWABLE AREA OF IMPROVEMENTS ON A LOT. The total square foot area of improvements at ground level on any Lot (including first floor living area, paved terraces and walks, breezeways, garage, driveway, porches, pool and pool deck, and other like improvements) shall not exceed fifty percent (50%) of the square foot land area of that Lot.

SECTION 4. LOCATION OF IMPROVEMENTS.

(a) Except as hereinafter specifically provided in Article V of this Supplemental Amendment, no residence shall be located nearer than five (5') feet to any side property line.

(b) No single-family residence shall be located on any interior Lot nearer than fifteen feet (15') to the rear Lot line, except where a garage is attached to the main structure of the residence in which case the rear wall of the living area shall not be nearer than fifteen feet (15') to the rear Lot line, and the rear wall of the garage shall not encroach upon any easement.

(c) A detached garage adjacent to an interior side property line (which abuts the side property line of another Lot) may be

no nearer than five (5') to that property line provided however if the improvements on the Lot adjacent to such side Lot line have previously been completed and are greater than five (5) feet from the side Lot line, a detached garage may be located nearer than five (5') feet as long as it is a minimum of ten (10') feet from the improvements on the adjacent Lot and is no nearer than three (3') feet from the side Lot line.

(d) The front face of any porte cochare or carport shall be at least eight (8') feet farther from the front building line than the predominant front wall face of the residence.

SECTION 5. MASONRY AND ROOF REQUIREMENTS. Except as may be otherwise approved, in advance and in writing by the Architectural Committee, the exterior finish of each Residential Unit shall be at least fifty-one (51%) percent brick, stone or other masonry. However, in computing such percentage, the garage shall be excluded. All Residential Units shall be roofed with tile roof, composition shingles or built-up roof, and no roof shall be composed of wooden shingles. The color and quality of such roof materials shall be subject to the approval of the Architectural Committee.

SECTION 6. MAXIMUM ALLOWABLE HEIGHT OF BUILDINGS. No residence shall exceed a reasonable height required for two (2) stories of living space (above finished grade) plus pitched roof. No residence shall have more than two (2) stories of living space above finished grade, except in a case where a third (3rd) story of living space is contained within the volume defined by the roof planes of the residence. No other building (such as a detached garage) shall have more than two (2) stories of habitable space above finished grade.

SECTION 7. WALLS, FENCES, AND HEDGEROWS. With the exceptions cited below, any fence, wall or hedgerow (as defined by the Declaration), intended for the purposes of privacy and/or security, shall be no greater than seven (7') feet in height, and shall be no nearer to the front property line of the Lot which it serves than the building line which is closest to that property line. Neither shall any fence, wall or hedgerow be nearer to any side property line adjacent to a street than the building line which is closest to that side property line, unless an exception is approved by the Architectural Committee.

(a) **Exception:** a fence or wall may vary in height for aesthetic reasons at a corner, gate, or connection to a building, or at the locations of pilasters or major fence posts.

(b) **Exception:** any fence or wall required to exceed seven (7') feet in height solely for specific reason of privacy related to the use of an interior space of the residence (such as a wall enclosing a bath garden) shall not exceed eight (8') feet in height.

(c) **Exception:** a fence, wall or hedgerow intended to serve as an aesthetic purpose may be located outside the limits defined by building lines on any street frontage of any Lot, provided that it does not exceed four (4') feet in height.

SECTION 8. DETENTION OR LANDSCAPE RESERVE LOTS. All Lots having a rear property lot line in common with Reserve "A" or Reserve "B", shall be subject to the provisions of this Section 8. Such Lots subject to this Section 8 are as follows:

Block 3, Lots 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12 and 13. Block 4, Lots 11, 12, 13, 15, and 16.

a. Walls, fences, and hedgerows: No solid fence, wall or privacy hedgerow may be located along or within sixteen (16') feet of the rear property line of any of the Lots described above. The only type of fence allowable along or within sixteen (16') feet of the rear property line of any of the Lots described above, shall be made of wrought iron (or steel having the appearance of wrought iron). Said fence shall be of the same design and quality as approved by the applicable Architectural Committee as provided in the Declaration.

b. Non-architectural improvements: No non-architectural improvements shall be constructed within eight (8') feet of the rear property line of any of the Lots described above, except fences of permitted design provided that said fences are constructed within one (1') foot of the referenced property line. No non-architectural improvements over seven (7') feet in height above natural ground shall be constructed within sixteen (16') feet of the rear property line of any of the Lots described above.

c. Garages: No garage shall be constructed along or within sixteen (16') feet of the rear property line of any of the Lots described above.

SECTION 9. GARAGES AND DRIVEWAYS. Except as otherwise approved in writing by the Architectural Committee, or as otherwise specifically set forth in Article V hereof, each Residential Unit shall be served by a two-car fully enclosed garage with doors, but no more than a three (3) car garage. No circular drives or motor courts are allowed. Garages may be attached or detached from the residence, but detached garages shall be no closer than eight (8') feet from the rear property line of the Lot and no closer than five (5') feet from any side property line of the Lot, except as otherwise permitted by Section 4. No driveway shall be closer than three (3') feet from any side property Lot line. No garage shall be closer than the closest point of the Residential Unit on such Lot to the street to which such Residential Unit faces. No garage on a Corner Lot with a driveway entry from a street on a side property Lot line shall be closer than twenty-five (25') feet to the side property Lot line common to such side street.

SECTION 10. RESTRICTION ON EXTERIOR LIGHTING. Except as may be approved in advance in writing by the Architectural Committee, no exterior lighting shall be permitted anywhere within the Subdivision, including lighting to accent landscaping entrances to Property, lights along paths or driveways and lights to illuminate permitted signs. Approval shall be given only if such lights shall be of attractive design and shall be as small in size as is reasonably practical and shall be placed or located as directed or approved in writing by the Architectural Committee, and shall not allow light reflection or glare to be discernible from any place off the Residential Unit where such lighting exists.

SECTION 11. SOLAR ENERGY INSTALLATIONS. The Architectural Committee shall approve the plans and specifications for the installation of residential solar systems, provided that the Architectural Committee determines that such plans and specifications demonstrate the exercise of reasonable measures to minimize the potential adverse aesthetic impact of the installation on other portions of the Subdivision. Any such Architectural Committee approval shall have no effect upon the enforceability of any other use restriction in the Declaration or this Supplemental Declaration. The Architectural Committee shall promulgate reasonable standards and guidelines against which to examine any such plans and specifications. Any such standards or guidelines restricting the installation or use of a solar energy system shall not significantly increase the cost of the system nor significantly decrease its efficiency.

SECTION 12. TYPE OF CONSTRUCTION, MATERIALS, AND LANDSCAPE. The Architectural Committee may adopt and approve specific Architectural Control Standards for the Property. Such Architectural Control Standards may specifically address the quality and type of construction materials and landscaping to be utilized on the Lots. Any improvements constructed upon any Lot within the Property are subject to such Architectural Control Standards as then promulgated by the Architectural Committee, provided however, such Architectural Control Standards must be furnished to the Owner prior to any approval or disapproval by the Architectural Committee. Such Architectural Control Standards may be created at any time or amended from time to time without notice, however, such Architectural Control Standards shall not be enforceable against an Owner until such Architectural Control Standards have been furnished to the Owner. Before an Owner prepares any plans and specifications or prepares any material for submission to the Architectural Committee, an Owner should inquire of the Architectural Committee as to whether or not such Architectural Control Standards are in effect.

SECTION 13. LANDSCAPING AND TREEPLANTING. The Architectural Control Standards hereinabove mentioned, specify particular species of trees to be planted in particular locations within the Property. Except with the express written consent of the Architectural Committee, no other species of trees or Landscape may be planted in

such designated areas. Further, such species of trees shall be maintained in such location by the owner of each Lot where any such tree or trees is located.

SECTION 14. MAILBOXES. There shall be one, or more, groups or "cluster" mailboxes for a group of Lots at accessible locations within the Property. All such mailboxes shall be of a standard design and approved by the Architectural Committee in accordance with Architectural Control Standards hereinabove mentioned. Any replacement of damaged or destroyed mailboxes shall be accomplished by the Association.

SECTION 15. NO HANGING ARTICLES. No clothing or household fabrics or other articles shall be hung, dried, or aired on any Lot in the Subdivision in such a way as to be visible from other Lots, other Residential Units or from the Common Areas.

SECTION 16. VIEW RESTRICTIONS. No vegetation, landscaping or other improvements shall be planted, constructed or maintained by the Owners upon any Lot in the Subdivision in such location or of such heights as to unreasonably obstruct the view from any other Lot or the Common Areas in the vicinity thereof, or to create a hazardous condition for the users of the sidewalks or streets. In the event of a dispute between Owners in the Subdivision as to the obstruction of a view from a Lot, the Common Area, or the creation of a hazardous condition, such dispute shall be submitted to the Association whose decision in such matters shall be final and binding upon the Owners and not subject to appeal of any kind. The Association may request an Owner to remove or otherwise alter any obstruction to the view from the Common Areas or any hazardous condition. Any such obstruction hazardous condition shall, upon request of the Association, be removed or otherwise altered to the satisfaction of the Association, by the Owner of the Lot, upon which said obstruction is located, at Owner's sole cost. In the event the Owner fails to remove or otherwise alter such obstruction or hazardous condition, the Association may remove such obstruction or hazardous condition, charging the entire cost thereof to the Owner. Each Owner shall be responsible for periodic trimming and pruning of all hedges, shrubs and trees located on the Lots so as to not unreasonably obstruct the view of adjacent Owners. Any costs incurred by the Association as described above, shall become a lien against the Lot of the Owner who failed to remove the obstruction or hazardous condition and such lien may be enforced in the same manner as the lien for assessments described in Article II of the Declaration.

SECTION 17. VEHICLE RESTRICTION. No recreation vehicle, camper, camper not on a truck, boat, mobile home, horse trailer, or other trailer, tractor, motor home or truck (other than a pickup truck or van) shall be stored or shall be parked for longer than ten (10) hours anywhere within the Property (including driveways) or on any public or private road or street in such a manner as to be visible from any other Residential Unit or from any portion of the Common Area. Any such vehicle may be kept only within a garage and

enclosed or partially enclosed structure approved by the Architectural Committee or within a parking area, if any, designated by the Association for the storage and parking of such vehicles. No inoperable vehicle or vehicle kept stationary for a period in excess of forty-eight (48) hours shall be allowed to remain on any portion of the Property or on any private or public street or road in such a manner as to be visible from any other than the Lot on which such vehicle is located or from any portion of the Common Area. No vehicle, including, but not limited to, motorcycles, motorbikes, bicycles, automobiles, trucks, boats, mobile homes, horse trailers, or other trailer, tractor or motor home may be kept or used anywhere within the Property in violation of any applicable Rules and Regulations issued by the Association. Such Rules and Regulations, among other things, may prohibit the keeping or use of motorcycles, motorbikes, dune buggies, or other loud or offensive vehicles, or may limit their use, and may regulate places or parking of such vehicles. Any vehicle found to be in violation of any of the provisions of this section may be towed away by, or on behalf of, the Architectural Committee at the expense of the Owner of such vehicle. Any such expense incurred by this Association shall be a lien against the Lot of the owner on whose behalf the expense was incurred and such lien shall be enforceable in the same manner as for the assessments, described in Article II of the Declaration.

SECTION 18. ANIMALS. No animals of any kind shall be raised, bred or kept on any Lot except as hereinafter provided. A reasonable number of dogs, cats, or other household pets may be kept on a Lot, provided that (a) they are not kept, bred, or maintained for commercial purposes, and (b) they do not make objectionable noises, create any odor, or otherwise constitute a nuisance to other Owners, and (c) they are kept within an enclosed yard on the Lot occupied by the Owner of such pets or on a leash being held by a person capable of controlling the animal, and (d) they are not in violation of any other provision of the Declaration and such limitations as may be set forth in the Rules and Regulations. A "reasonable number" as used in this Section shall ordinarily mean no more than two (2) pets per Site; provided however, that the Board of Directors or the Architectural Committee or such other person as the Board may from time to time designate may from time to time determine that a reasonable number in any instance may be more or less than two (2). The Association, acting through the Board, shall have the right to prohibit the keeping of any animal which, in the sole opinion of the Board, is not being maintained in accordance with the foregoing restrictions. Each Owner and/or related user maintaining any animal shall be liable in accordance with the laws of the State of Texas to each and all remaining Owners and related users of such Owners for any damage to person or property caused by any such animal; and it shall be the absolute duty and responsibility of each such Owner or related user to clean up after such animals to the extent they have used any portion of the Lot of another Owner or any Common Area.

SECTION 19. TEMPORARY BUILDINGS. No structure of a temporary character, such as a mobile home, trailer, tent, shed, shack or barn

shall be placed, stored or constructed on any Lot. A temporary office work shed may, following approval thereof by Declarant or its assigns, be maintained upon any Lot or Lots by any building contractor or sales agency in connection with the erecting and sale of dwellings in the Property, but such temporary structure shall be removed at completion of construction or sale of the dwellings, whichever is applicable, or within ten (10) days following Notice from Declarant or its assigns. Outbuildings, including portable structures used for accessory or storage purposes, shall be limited to a maximum of eight (8') feet in height, one hundred twenty (120') square feet of floor space, shall correspond to the style, color, and architecture of the dwelling to which it is appurtenant and shall be subject to approval by the Architectural Committee.

SECTION 20. DECLARANT'S RIGHTS DURING DEVELOPMENT PERIOD. During that period of time while Declarant owns any parcels of land or Lots located within the Property (the "Development Period"), the Declarant with the right of assignment, shall have and hereby reserves the right to reasonable use of the common area and land owned by Declarant within the Property in connection with the promotion and marketing of land within the boundaries of the subdivision. Without limiting the generality of the foregoing, Declarant may erect and maintain such signs, temporary buildings, model homes, and other structures as Declarant may reasonably deem necessary or proper within the promotion, development and marketing of the land within the Property during the Development Period. At any time during the Development Period, Declarant reserves the right to amend this Supplemental Amendment, for any reason or purpose whatsoever. Any such amendment shall only affect Lots on which the construction of improvements have not then been commenced.

SECTION 21. BUILDER'S RIGHTS. During the Development Period, the Architectural Committee shall have the right to allow an approved Builder in the Property, the right to erect and maintain such signs, model homes, and other structures as the Architectural Committee may reasonably deem necessary or proper in connection with Builder's promotion, development and marketing of Lots and residential improvements located within the Property. The approvals granted by Architectural Committee as described above are discretionary and may be revoked at any time. Builder shall be given at least ten (10) days Notice to comply with any revocation of approval by the Architectural Committee.

SECTION 22. SIGNS, ADVERTISEMENTS, BILLBOARDS. No signs, billboards, posters or advertising devices of any character shall be erected or displayed to the public view on any Lot except for one (1) sign of not more than five (5') square feet advertising the property is for sale. The right is reserved for builders, provided prior written consent is obtained from the Architectural Committee or Declarant, to construct and maintain signs, billboards, or advertising devices on Lots owned by the Declarant for the purpose of advertising for sale dwellings constructed by the Builder and not previously sold by such builders, provided, however, that such

signs, billboards, or advertising devices must be removed within ten (10) days following notice to that effect from Declarant or its assigns.

SECTION 23. SATELLITE DISHES. Satellite receiving dishes may be placed or constructed on a Lot subject to the approval of the Architectural Committee.

SECTION 24. BASKETBALL GOALS. Basketball goals may be constructed or installed on a Lot subject to the approval of the Architectural Committee.

SECTION 25. OWNER'S MAINTENANCE. In the event that any Owner shall fail to maintain landscaping in conformance with the Rules and Regulations established by the Association, or shall allow the landscaping on a Lot to deteriorate to a dangerous, unsafe, unsightly or unattractive condition, the Association upon thirty (30) days prior written notice to such Owner, shall have the rights as hereinafter described. In the event that any Owner shall fail to mow and keep trimmed and neat the lawn and grass areas on such Owner's Lot or otherwise permit any of the lawn and grass area to deteriorate to an unsightly or unattractive condition, the Association, upon ten (10) days prior written notice to such Owner, shall have the rights as hereinafter described. The Association shall have the right, upon the appropriate above described written notice to Owner, either (a) to seek any remedies at law or in equity which it may have to correct such conditions on the Lot, or (b) after Notice and Hearing, to enter upon such Owner's Lot for the purpose of correcting such condition, and such Owner shall promptly reimburse the Association for the costs thereof, or (c) both of the foregoing, or (d) impose such fines and penalties as exist under the Rules and Regulations or the Association. Any costs incurred by the Association as described above, shall become a lien against the Lot of the Owner who failed to remove the obstruction or hazardous condition and such lien may be enforced in the same manner as the lien for assessments described in Article III of the Declaration.

SECTION 26. Underground Electric Distribution System. An underground electric distribution system will be installed in that part of Sutton Park Subdivision, Section One, designated herein as Underground Residential Subdivision, which underground service area embraces all of the lots which are platted in Sutton Park Subdivision, Section One, as of the execution of the agreement between Houston Lighting and Power Company and Declarant or thereafter. For purposes of this Section 26, the term Declarant and Developer have the same meaning. This electrical distribution system shall consist of overhead primary feeder circuits constructed of wood or steel poles, single or three phase, as well as underground primary and secondary circuits, pad mounted or other types of transformers, junction boxes, and such other appurtenances as shall be necessary to make underground service available. In the event that there are constructed within the Underground Residential Subdivision structures containing multiple dwelling units such as

townhouses, duplexes or apartments, then the underground service area embraces all of the dwelling units involved. The owner of each lot containing a single dwelling unit, or in the case of a multiple dwelling unit structure, the Owner/Developer, shall, at his or its 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 at such company's installed transformers or energized secondary junction boxes, such point of attachment to be made available by the electric company at a point designated by such company at the property line of each lot. The electric company furnishing service shall make the necessary connections at such point of attachment and at the meter. Developer 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 homeowners reciprocal easements providing for access to the area occupied by and centered on the service wires of the various homeowner's 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, or in the case of a multiple dwelling unit structure the Owner/Developer, shall at his or its 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, 120/240 volt, three wire, 60 cycle, alternating current.

The electric company has installed the underground electric distribution system in the Underground Residential Subdivision at no cost to Developer (except for certain conduits, where applicable, and except as hereinafter provided) upon Developer's representation that the Underground Residential Subdivision is being developed for residential dwelling units, including homes, and if permitted by the restrictions applicable to such subdivision, townhouses, duplexes and apartment structures, all of which are designed to be permanently located where originally constructed (such category of dwelling units expressly to exclude mobile homes) which are built for sale or rent and all of which multiple dwelling unit structures are wired so as to provide for separate metering of each dwelling unit. Should the plans of the Developer or the lot owners in the Underground Residential Subdivision be changed so as to permit the erection therein of one or more mobile homes, the electric company shall not be obligated to provide electric service to any such mobile homes unless (a) Developer has paid to the electric company an amount representing the excess in cost for the entire Underground Residential Subdivision, of the underground distribution system over the cost of equivalent overhead facilities to serve such Subdivision

or (b) the Owner of each effected lot, or the applicant for service to any mobile home, shall pay to the electric company the sum of (1) $1.75 per front lot foot, it having been agreed that such amount reasonably represents the excess in cost of the underground distribution system to serve such lot or dwelling unit over the cost of equivalent overhead facilities to serve such lot or dwelling unit, plus (2) the cost of rearranging, and adding any electric facilities serving such lot, which arrangement and/or addition is determined by the electric company to be necessary.

The provisions of the two preceding paragraphs also apply to any future residential development in Reserve(s) shown on the plat of Sutton Park Subdivision, Section One, as such plat exists at the execution of the agreement for underground electric service between the electric company and Developer or thereafter. Specifically, but not by way of limitation, if a lot owner in a former Reserve undertakes some action which would have invoked the above per front lot foot payment if such action had been undertaken in the Underground Residential Subdivision, such owner or applicant for service shall pay the electric company $1.75 per front lot foot, unless Developer has paid the electric company as above described. The provisions of the two preceding paragraphs do not apply to any future nonresidential development in such Reserve(s).

ARTICLE VI
ENFORCEMENT

The Association or any Owner shall have the right to enforce, by any proceeding at law or in equity, the covenants, conditions, restrictions, and liens contained herein. Failure of the Association or any Owner to enforce any of the provisions herein contained shall in no event be deemed a waiver of the right to do so thereafter.

ARTICLE VII
GENERAL PROVISIONS

SECTION 1. TERM. These covenants shall run with the land and shall be binding upon all parties and all persons claiming under them for a period of forty (40) years from the date these covenants are recorded, after which time said covenants shall be automatically extended for successive periods of ten (10) years each, unless an instrument signed by the Owners of a majority of the Lots in the Property has been recorded, agreeing to change or terminate the covenants herein, in whole or in part.

SECTION 2. SEVERABILITY. Invalidation of any one of these covenants by judgment or other court order shall in no way affect any other provisions, which shall remain in full force and effect except as to any terms and provisions which are invalidated.

SECTION 3. GENDER AND GRAMMAR. The singular wherever used herein shall be construed to mean or include the plural when applicable and the necessary grammatical changes required to make

the provisions hereof apply either to corporations (or other entities) or individuals, male or female, shall in all cases be assumed as though in each case fully expressed.

SECTION 4. TITLES. The titles of this Declaration of Articles and Sections contained herein are included for convenience only and shall not be used to construe, interpret, or limit the meaning of any term or provision contained in this Declaration.

SECTION 5. REPLATTING. Declarant shall have the right, by platting or in any other lawful manner, to create Lots out of any Tract contained within the Property and in the event Declarant does so, such Lots shall thereafter be subject to these restrictions in the same manner as all other Lots in the Property, including all set backs established for Lots herein and in the Declaration.

SECTION 6. AMENDMENT. This Supplemental Amendment may be amended by an instrument executed by the Owners of two-thirds (2/3) of the Members of the Association, provided however, that during the Development Period, this Supplemental Amendment may be amended by an instrument executed by the Declarant.

SECTION 7. CONFLICT. In the case of a conflict between the provisions of this Supplemental Amendment and the provisions of the Declaration, the Provisions of this Supplemental Amendment shall control.

ARTICLE VII
LIENHOLDER

General Electric Capital Corporation is the holder of a lien or liens covering the Property and has executed this Supplemental Amendment solely to evidence its joinder in, and consent to, the imposition of the foregoing covenants, conditions and restrictions upon such land and that the rights of the undersigned under the lien documents shall be subject to the terms and provisions of this Supplemental Amendment.

The Declaration, except as expressly supplemented and amended hereby, shall remain in full force and effect and is hereby ratified and confirmed.

EXECUTED as of the day and year first above written.

PERRY-COMMONWEALTH, LTD.,
a Texas Limited Partnership

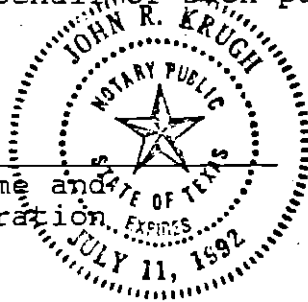
BY: PERRY DEVELOPMENT MANAGEMENT, INC.,
the General Partner

BY: Gerald W. Noteboom
Gerald W. Noteboom
Senior Vice President

STATE OF TEXAS

COUNTY OF HARRIS

This instrument was acknowledged before me on this the 30th day of JANUARY, 1991, by GERALD W. NOTEBOOM, as Senior Vice President of Perry Development Management, Inc., the sole General Partner of Perry-Commonwealth, Ltd,. a Texas limited partnership on behalf of such partnership.



Seal Showing Name and Commission Expiration

John R. Krugh
Notary Public in and for the State of Texas

******************JOINDER OF LIENHOLDER****************

GENERAL ELECTRIC CAPITAL CORPORATION

BY: Peter A. Cowin
Peter A. Cowin

STATE OF TEXAS

COUNTY OF DALLAS

This instrument was acknowledge before me on this the 14 day of January, 1991, by PETER A. COWIN, as Investment Manager of General Electric Capital Corporation.

State Seal Showing Name and Commission Expiration

Michelle L. Hobbs
Notary Public in and for the of Texas

D:JK\SPDeedR

AFTER RECORDING, RETURN TO:

John R. Krugh
Perry Homes
P. O. Box 34306
Houston, Texas 77234

2275 2199

FILED

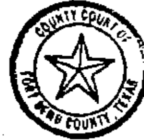
'91 JAN 31 P4:30

Dianne Wilson
COUNTY CLERK
FORT BEND COUNTY TEXAS

STATE OF TEXAS COUNTY OF FORT BEND

I, hereby certify that this Instrument was filed on the date and time stamped hereon by me and was duly recorded in the volume and page of the Official Records of Fort Bend County, Texas as stamped by me.

FEB 5 1991



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

FIRST AMENDMENT TO THE SUPPLEMENTAL AMENDMENT FOR SUTTON PARK, SECTION ONE

THE STATE OF TEXAS *
 * KNOW ALL MEN BY THESE PRESENTS:
COUNTY OF FORT BEND *

This First Amendment to the Supplemental Amendment for Sutton Park, Section One, is made this 4th day of April, 1991, by Perry-Commonwealth, Ltd., a Texas limited partnership (hereinafter referred to as "Declarant").

WHEREAS, the Supplemental Amendment for Sutton Park, Section One, was filed under Clerk's File Number 9105372 (Volume 2275, Page 2184) in the Official Public Records of Real Property of Fort Bend County, Texas, (the "Supplemental Amendment"); and

WHEREAS, the Declarant desires to amend the Supplemental Amendment; and

WHEREAS, in accordance with Article VII, Section 6, of the Supplemental Amendment, the Declarant is authorized to amend the Supplemental Amendment.

NOW THEREFORE, for and in consideration of the foregoing premises and in accordance with the Supplemental Amendment, the Declarant hereby declares as follows:

1. Article V, Section 3, is deleted in its entirety and replaced with the following:

> **Section 3. MAXIMUM ALLOWABLE AREA OF IMPROVEMENTS ON A LOT.** The total square foot area of improvements at ground level on any Lot (excluding paved terraces and walks, breezeways, garage, driveway, porches, pool and pool deck, and other like improvements) shall not exceed fifty (50%) percent of the square foot land area of that Lot.

The Supplemental Amendment, except as expressly amended herein, shall remain in full force and effect and is hereby ratified and confirmed.

Executed the day and year first above written.

PERRY-COMMONWEALTH, LTD., a Texas Limited Partnership

BY: Perry Development Management, Inc., Sole General Partner

BY: Gerald W. Noteboom
Gerald W. Noteboom
Senior Vice President

RATIFICATION

PERRY HOMES, a Joint Venture, as an owner of certain lots in the Property (as defined in the Supplemental Amendment), hereby ratifies, confirms and consents to this First Amendment.

Executed the day and year set forth above.

PERRY HOMES, a Joint Venture

BY: Perry-Houston Interests, Inc.,
Managing Joint Venturer

BY: Gerald W. Noteboom
Gerald W. Noteboom
Senior Vice President

*****JOINDER OF LIENHOLDER*****

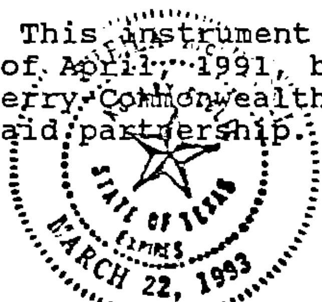
General Electric Capital Corporation is the holder of the lien or liens covering the Property defined in the Supplement Amendment and has executed this First Amendment solely to evidence its Joinder in, consent to, and the imposition of, the foregoing Covenants, Conditions and Restrictions upon such land and that the rights of the undersigned under the lien documents shall be subject to the terms and provisions of this First Amendment.

GENERAL ELECTRIC CAPITAL CORPORATION

BY: Peter A. Cowin
Peter A. Cowin
Investment Manager

STATE OF TEXAS *
*
COUNTY OF HARRIS *

This instrument was acknowledged before me on this the 4th day of April, 1991, by GERALD W. NOTEBOOM, as Senior Vice President of Perry-Commonwealth, Ltd., a Texas Limited Partnership, on behalf of said partnership.

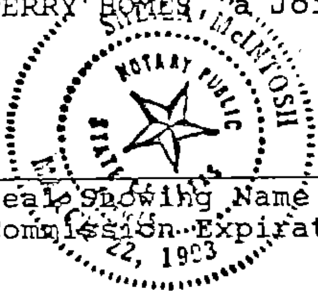


Seal Showing Name and Commission Expiration

Sheila McIntosh
Notary Public in and for the State of Texas

THE STATE OF TEXAS *
*
COUNTY OF HARRIS *

This instrument was acknowledged before me on the 4th day of April, 1991, by GERALD W. NOTEBOOM, as the duly authorized representative of PERRY-HOUSTON INTERESTS, INC., a Texas corporation, the Managing Joint Venturer of, and on behalf of, PERRY HOMES, a Joint Venture.



Seal Showing Name and Commission Expiration

Notary Public in and for the State of Texas

STATE OF TEXAS *
*
COUNTY OF DALLAS *

This instrument was acknowledged before me on the 8 day of April, 1991, by PETER A. COWIN, as Investment Manager of General Electric Capital Corporation, on behalf of said corporation.

Seal Showing Name and Commission Expiration

Notary Public in and for the State of Texas

FILED

'91 APR 10 P4:25

COUNTY CLERK
FORT BEND COUNTY, TEXAS

D:\JK\SPSupAm

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

APR 12 1991

County Clerk, Fort Bend Co., Tex.

AFTER RECORDING RETURN TO:

John R. Krugh
Corporate Counsel
P. O. Box 34306
Houston, Texas 77234