

**AMENDMENT TO DECLARATION OF COVENANTS,  
CONDITIONS, AND RESTRICTIONS FOR  
MIRAMONT RESIDENTIAL COMMUNITY, AS SUPPLEMENTED**

THE STATE OF TEXAS     §

COUNTY OF BRAZOS     §

THIS AMENDMENT is made and entered into to be effective for all purposes as of February 10, 2004, by ADAM DEVELOPMENT PROPERTIES, L.P., a Texas limited partnership formerly known as TAC Realty, Inc. ("Declarant").

**RECITALS:**

A. Declarant has executed a certain Declaration of Covenants, Conditions and Restrictions for Miramont Residential Community dated July 1, 2003, and recorded in Volume 5420, Page 1 of the Official Records of Brazos County, Texas, as supplemented pursuant to (i) Supplemental Declaration of Covenants, Conditions and Restrictions for Miramont Residential Community dated September 15, 2003, and recorded in Volume 5603, Page 257 of the Official Records of Brazos County, Texas, and (ii) Second Supplemental Declaration of Covenants, Conditions and Restrictions for Miramont Residential Community dated November 25, 2003, and recorded in Volume 5743, Page 204 of the Official Records of Brazos County, Texas (such Declaration of Covenants, Conditions and Restrictions, as so supplemented, being hereinafter referred to as the "Declaration").

B. Declarant desires to amend the Declaration as hereinafter set forth.

**AGREEMENT**

NOW, THEREFORE, for and in consideration of Ten and No/100 Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged and confessed, Declarant hereby amends the Declaration as follows:

1. Section 14.6 of the Declaration is hereby deleted in its entirety and replaced with the following:

“14.6 Easement for Golf Ball Flight. There is hereby reserved to the Country Club Property Owner and its employees, agents, members, and invitees a nonexclusive easement over all portions of the Residential Property for flight of golf balls; provided, however, that such easement shall not include the right to enter any Lot for the purpose of retrieving a golf ball; provided, further, that the Country Club Property Owner shall not be liable for any unauthorized entry onto any Lot by its members or invitees.”

2. Paragraph 5 of Annex A-1 of the Declaration is hereby deleted in its entirety and replaced with the following:

“5. Garage Access. The location and configuration of the garage driveway on any Lot shall be subject to the approval of the Committee.”

3. Paragraph 3 of Annex A-4 of the Declaration is hereby deleted in its entirety and replaced with the following:

“3. Rear Setbacks.

Lots

Rear Setbacks

Block 1, Lots 1-15

15 feet”

4. Paragraph 3 of Annex A-5 of the Declaration is hereby deleted in its entirety and replaced with the following:

“3. Rear Setbacks.

<u>Lots</u>	<u>Rear Setbacks</u>
Block 4, Lots 5-9 and 33-36	15 feet
Block 4, Lots 1-4, 10-32 and 37-43	10 feet”

5. Except as expressly amended hereby, the terms and provisions of the Declaration shall remain in full force and effect.

6. This Amendment is made in accordance with Section 17.2 of the Declaration. Declarant hereby certifies that Declarant holds at least sixty-seven percent (67%) of the total votes of all Owners (as determined in accordance with Section 4.4 of the Declaration).

IN WITNESS WHEREOF, Declarant has executed this Amendment to be effective for all purposes as of the date first written above.

**ADAM DEVELOPMENT PROPERTIES, L.P.**

By: Adam Development Properties GP, L.L.C.,  
its sole general partner

By: \_\_\_\_\_  
Donald A. Adam, Chairman and  
Chief Executive Officer

THE STATE OF TEXAS §

COUNTY OF BRAZOS §

This instrument was acknowledged before me on this 10<sup>th</sup> day of February, 2004, by Donald A. Adam, Chairman and Chief Executive Officer of Adam Development Properties GP, L.L.C., a Texas limited liability company, on behalf of said limited liability company, as general partner of Adam Development Properties, L.P., a Texas limited partnership, on behalf of said limited partnership.

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Notary Public in and for Brazos County, Texas