

**THIRD SUPPLEMENTAL  
DECLARATION OF COVENANTS, CONDITIONS,  
AND RESTRICTIONS FOR MIRAMONT RESIDENTIAL COMMUNITY**

THE STATE OF TEXAS     §

COUNTY OF BRAZOS     §

THIS THIRD SUPPLEMENTAL DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS FOR MIRAMONT RESIDENTIAL COMMUNITY (this "Third Supplemental Declaration"), is made and entered into as of the 17th day of April, 2008, 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 as of July 1, 2003, recorded in Volume 5420, Page 1 of the Official Records of Brazos County, Texas, as supplemented pursuant to (i) the Supplemental Declaration of Covenants, Conditions, and Restrictions for Miramont Residential Community, dated September 15, 2003, recorded in Volume 5603, Page 257 of the Official Records of Brazos County, Texas, and (ii) the Second Supplemental Declaration of Covenants, Conditions, and Restrictions for Miramont Residential Community, dated November 25, 2003, recorded in Volume 5743, Page 204 of the Official Records of Brazos County, Texas, and as amended pursuant to the Amendment to Declaration of Covenants, Conditions, and Restrictions for Miramont Residential Community, as Supplemented, dated February 10, 2004, recorded in Volume 5863, Page 140 of the Official Records of Brazos County, Texas (such Declaration of Covenants, Conditions, and Restrictions, as so supplemented and amended, being hereinafter referred to as the "Declaration").

B. Declarant is the owner of fee simple title to certain real property (the "Additional Property") which is more particularly described on Exhibit "A", attached hereto and made a part hereof for all purposes, and which has been subjected to the Final Plat for Miramont Section 3, recorded in Volume 8301, Page 111 of the Official Records of Brazos County, Texas.

C. In accordance with the provisions of Article X of the Declaration, Declarant desires, subject to the terms and provisions of this Third Supplemental Declaration, to subject the Additional Property to the terms and provisions of the Declaration by filing this Third Supplemental Declaration.

**AGREEMENT** :

NOW, THEREFORE, Declarant hereby covenants, agrees and declares that the Additional Property shall be owned, held, transferred, leased, sold, used, insured, encumbered, conveyed and occupied subject to the covenants, conditions, restrictions, easements, liens and charges set forth in the Declaration and this Third Supplemental Declaration, as amended from time to time, which covenants, conditions, restrictions, easements, liens, and charges shall be covenants running with the land and shall be a burden and a benefit to Declarant, its successors, legal representatives and assigns, and any persons acquiring or holding any interest in all or any portion of the Additional Property, their grantees, successors, heirs, executors, administrators, legal representatives and assigns.

1. Except as expressly otherwise defined herein, capitalized terms used in this Third Supplemental Declaration shall have the meanings ascribed to such terms in the Declaration.

2. The provisions of Section 13.38 of the Declaration shall apply to the Additional Property, except that all references therein to "Annex A-1 through Annex A-7" shall be deemed to refer to Annex A-10, which is attached to this Third Supplemental Declaration and made a part hereof for all purposes.

3. For purposes of amending, interpreting and applying the terms and provisions of this Third Supplemental Declaration, this Third Supplemental Declaration shall be deemed to constitute a part of the Declaration. Without limitation of the foregoing, the provisions of Article XVII of the Declaration shall be applicable in all respects to the terms and provisions of this Third Supplemental Declaration. In the event of any conflict between the terms of the Declaration and this Third Supplemental Declaration, the terms of this Third Supplemental Declaration shall control.

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

**ADAM DEVELOPMENT PROPERTIES, L.P.**,  
a Texas limited partnership

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

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

THE STATE OF TEXAS §

COUNTY OF BRAZOS §

This instrument was acknowledged before me on this \_\_\_\_\_ day of April, 2008, by Donald A. Adam, 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.

\_\_\_\_\_  
NOTARY PUBLIC, STATE OF TEXAS

**WHEN RECORDED, RETURN TO:**

Joel C. Ross, Esquire  
c/o Adam Development Properties, L.P.  
1111 Briarcrest Drive, Suite 300  
Bryan, Texas 77802

**EXHIBIT "A"**  
**(Property Description)**

**FIELD NOTES**  
**Miramont, Section 3**

Being all that certain tract or parcel of land lying and being situated in the J.W. SCOTT LEAGUE, Abstract No. 49 in Bryan, Brazos County, Texas and being part of the 432.09 acre tract described in the deed from Bardan Group, Inc. to TAC Realty, Inc. recorded in Volume 3802, Page 240 of the Official Records of Brazos County, Texas (O.R.B.C.) and being more particularly described by metes and bounds as follows:

COMMENCING: at a found 3/4-inch iron rod marking the north corner of the said 432.09 acre tract, said iron rod also being in the southeast right-of-way line of F.M. 1179 (based on an 80-foot width);

THENCE: S 45° 02' 14" W for a distance of 3322.85 feet to a 1/2-inch iron rod set for the POINT OF BEGINNING, said iron rod being in the beforementioned right-of-way line of F.M. 1179;

THENCE: S 11° 28' 07" E into the interior of the said 432.09 acre tract for a distance of 364.84 feet to a 1/2-inch iron rod set for corner;

THENCE: S 32° 19' 58" E for a distance of 227.05 feet to a 1/2-inch iron rod set for corner;

THENCE: S 09° 18' 13" E for a distance of 132.87 feet to a 1/2-inch iron rod set for corner;

THENCE: S 22° 05' 31" W for a distance of 53.88 feet to a 1/2-inch iron rod set for corner;

THENCE: S 38° 57' 10" E for a distance of 146.65 feet to a 1/2-inch iron rod set for corner, said iron rod being in the northeast right-of-way line of Miraloma Drive (based on a 50' width);

THENCE: S 07° 18' 24" W for a distance of 50.00 feet to a 1/2-inch iron rod set for corner in the southwest right-of-way line of said Miraloma Drive;

THENCE: S 57° 23' 17" W for a distance of 58.79 feet to a 1/2-inch iron rod set for corner;

THENCE: S 73° 20' 56" W for a distance of 124.50 feet to a 1/2-inch iron rod set for corner;

THENCE: S 22° 05' 31" W for a distance of 150.20 feet to a 1/2-inch iron rod set for corner;

THENCE: N 67° 54' 29" W for a distance of 125.00 feet to a 1/2-inch iron rod set for corner;

THENCE: S 22° 05' 31" W for a distance of 12.04 feet to a 1/2-inch iron rod set for corner;

THENCE: N 67° 54' 29" W for a distance of 50.00 feet to a 1/2-inch iron rod set for corner;

THENCE: 55.53 feet in a counter-clockwise direction along the arc of a curve having a central angle of 127° 16' 29", a radius of 25.00 feet, a tangent of 50.44 feet and a long chord bearing N 41° 32' 44" W at a distance of 44.80 feet to a 3/4-inch iron pipe for corner;

THENCE: N 13° 09' 14" W for a distance of 50.03 feet to a 1/2-inch iron rod set for corner;

THENCE: 41.04 feet in a counter-clockwise direction along the arc of a curve having a central angle of 13° 26' 12", a radius of 175.00 feet, a tangent of 20.61 feet and a long chord bearing N 68° 05' 56" E at a distance of 40.95 feet to a 3/4-inch iron pipe for corner;

THENCE: N 28° 37' 10" W for a distance of 130.17 feet to a 1/2-inch iron rod set for corner;

THENCE: 35.97 feet in a clockwise direction along the arc of a curve having a central angle of 20° 36' 27", a radius of 100.00 feet, a tangent of 18.18 feet and a long chord bearing S 64° 30' 48" W at a distance of 35.77 feet to a 3/4-inch iron pipe set for the Point of Tangency;

THENCE: S 74° 49' 02" W for a distance of 105.33 feet to a 3/4-inch iron pipe set for the Point of Curvature of a curve to the right;

THENCE: 100.00 feet along the arc of said curve having a central angle of 57° 17' 45", a radius of 100.00 feet, a tangent of 54.63 feet and a long chord bearing N 76° 32' 06" W at a distance of 95.89 feet to a 3/4-inch iron pipe set for the Point of Tangency;

THENCE: N 47° 53' 14" W for a distance of 129.85 feet to a 3/4-inch iron pipe set for the Point of Curvature of a curve to the left;

THENCE: 22.30 feet along the arc of said curve having a central angle of 85° 11' 28", a radius of 15.00 feet, a tangent of 13.79 feet and a long chord bearing S 89° 31' 03" W at a distance of 20.30 feet to a 3/4-inch iron pipe set for the Point of Tangency;

THENCE: S 46° 55' 19" W for a distance of 7.55 feet to a 1/2-inch iron rod set for corner;

THENCE: N 43° 29' 10" W for a distance of 208.91 feet to a 1/2-inch iron rod set for corner, said iron rod being in the said southeast right-of-way line of F.M. 1179, from whence City of Bryan Monument No. 27 bears N 28° 35' 17" E at distance of 173.03 feet for reference;

THENCE: N 49° 53' 21" E for a distance of 229.43 feet to a found 1/2-inch iron rod for the Point of Curvature of a curve to the left;

THENCE: 324.49 feet along the arc of said curve having a central angle of 04° 49' 42", a radius of 3850.64 feet, a tangent of 162.34 feet and a long chord bearing N 47° 28' 30" E at a distance of 324.40 feet to a found 1/2-inch iron rod for the Point of Tangency;

THENCE: N 45° 03' 39" E for a distance of 360.19 feet to the POINT OF BEGINNING and containing 11.462 acres of land, more or less.

## ANNEX A-10

### Additional Construction Standards for Miramont Section 3

The Block and Lot designations set forth in this Annex A-10 shall mean and refer to the designations for such Blocks and Lots set forth on the Final Plat (the "Plat") for Miramont Section 3, recorded on October 25, 2007, in Volume 8301, Page 111 of the Official Records of Brazos County, Texas.

1. Minimum Floorspace.

<u>Lots</u>	<u>Minimum Floor Area</u>
Block 21, Lots 1-17, Block 22, Lots 1-11, and Block 23, Lots 1-3	2,500 square feet, at least 2,000 square feet of which shall be contained within the first floor.

2. Setbacks.

The front, side and rear setback requirements for all Lots in Blocks 21, 22 and 23 are set forth in the Plat. Any dispute or ambiguity concerning the setback requirements for any Lot shall be resolved by the Architectural Review Committee.

3. Golf Course Lots.

Block 21, Lots 1 through 7 and Block 23, Lots 1 through 3 are hereby identified as "Golf Course Lots" for the purposes of this Declaration.

4. Fences.

All fences constructed or erected on any portion of any Lot must comply with the requirements of this Declaration, including, without limitation, Sections 13.30(2) and 13.38(7)(a) of this Declaration. In addition to, and without limiting the generality of, the foregoing, (a) no wood fences shall be constructed or erected on any portion of any Lot, (b) the Committee may specify the type of privacy fencing required or proposed to be constructed or erected on any Lot, including the material, style, design and manufacturer of such privacy fencing, and (c) any portion of a fence that faces a residential street must be comprised of brick, stone, masonry and/or aluminum or wrought iron.

5. Mailboxes.

As Miramont Section 3 is a gated community, the United States Postal Service requires that residents of Miramont Section 3 use cluster mailboxes located outside of the gated community. Accordingly, no individual mailboxes shall be permitted in Miramont Section 3. The cluster mailboxes shall be installed by Declarant and maintained by the Association.

6. Architectural Plans.

Each Owner of a Lot acknowledges and agrees that, in order to establish and maintain the attractiveness, aesthetic quality and harmony of residential dwellings constructed in Miramont Section 3, (a) Declarant has caused to be developed a limited number of architectural plans for residential dwellings and related improvements to be constructed in Miramont Section 3 ("Declarant's Plans"), and (b) it is Declarant's intent that all residential dwellings and related improvements in Miramont Section 3 shall be constructed in accordance with Declarant's Plans. Each Owner further acknowledges and agrees that (i) the residential dwelling and related improvements constructed on such Owner's Lot shall be constructed in accordance with Declarant's Plans that have been designated or approved for use with such Lot by the Architectural Review Committee, (ii) such Owner may not make any changes to Declarant's Plans that affect the exterior appearance of the residential dwelling or related improvements without the prior written consent of the Architectural Review Committee, and (iii) in the event that the residential dwelling and/or related improvements are damaged or destroyed as a result of fire or other casualty, such Owner will repair or reconstruct the residential dwelling and/or related improvements in accordance with Declarant's Plans that were originally designated or approved for use with such Lot, subject to any subsequent changes approved by the Architectural Review Committee in writing.

Notwithstanding the foregoing, Declarant shall have the right, in its sole and absolute discretion, to modify the plan for development of Miramont Section 3 as described above and permit construction of residential dwellings and related improvements based on architectural plans, other than Declarant's Plans, approved by the Architectural Review Committee in accordance with the Declaration.

7. Landscaping.

a. Landscaping. All landscaping and related improvements to be installed or constructed on any Lot must be approved by the Architectural Review Committee in accordance with the Declaration prior to installation and construction of such landscaping and related improvements. Any changes to approved landscaping and related improvements must be approved in writing by the Architectural Review Committee; provided, however, an Owner may make changes in seasonal planting beds without obtaining the Architectural Review Committee's approval, provided that such seasonal plantings are consistent with the general aesthetics of Miramont Section 3. In the event that any tree or shrub on a Lot becomes diseased or dies, the Owner of such Lot shall replace such tree or shrub with a tree or shrub of a like type and nature.

b. Yard Maintenance. Each Owner shall maintain such Owner's Lot in accordance with the requirements set forth in the Declaration, provided that the Association shall be responsible for providing the following yard maintenance services ("Yard Maintenance Services") for the front and back yards of all Lots: mowing, edging, weeding, hedge trimming, and removal of litter and trash. All other yard maintenance, including, without limitation, seeding, sodding, fertilizing, irrigation, tree trimming, seasonal plantings, replacement of diseased or dead landscaping materials, and maintenance of other improvements on the Lot shall be the sole responsibility of the Owner of such Lot. The Declarant hereby reserves for itself, the Association, and their duly authorized employees, agents, contractors, representatives, successors, and assigns a non-exclusive access and maintenance easement upon, over and across each Lot for the purpose of performing the Yard Maintenance Services. The schedule for performance of the Yard Maintenance Services shall be established by the Association and communicated to each Owner, provided that Yard Maintenance Services shall only be performed between the hours of 8:00 a.m. and 5:00 p.m. on normal business days. Each Owner agrees to provide access to the front and back yards of such Owner's Lot and to secure any pets during such Owner's scheduled maintenance period. The cost of the Yard Maintenance Services for each Lot shall be included in the Specific Individual Assessment levied against the Owner of such Lot pursuant to Section 11.5 of the Declaration.