

DECLARATION OF COVEENANTS, CONDITIONS  
AND RESTRICTIONS FOR JAMESTOWN COLONY  
(A RESIDENTIAL SUBDIVISION)

THE STATE OF TEXAS           §  
  §       KNOW ALL MEN BY THESE PRESENTS:  
COUNTY OF HARRIS           §

WHEREAS, CARMA DEVELOPERS (TEXAS) INC., a Texas corporation (herein referred to as "Declarant"), is the owner of all that certain tract of land known as JAMESTOWN COLONY, a subdivision of 51.9592 acres out of the Michael McCormick Survey, Abstract 533, in Harris County, Texas, according to the plat thereof filed for record on July 9, 1979, and duly recorded on July 11, 1979, in volume 289, page 98 of the Map Records of Harris County, Texas; and

WHEREAS, the Declarant intends to adopt and impose or all of the property located within Yorktown Colony, mutually beneficial covenants, conditions and restrictions under a general and uniform clan or scheme for the benefit of the present and future owners thereof;

NOW THEREFORE, the Declarant does establish and declare that all of said property comprising the subdivision known a Jamestown Colony is held and shall be held, developed, conveyed, encumbered, rented, leased, used, occupied and improved subject to the following easements, limitations, restrictions; covenants and conditions, all of which are declared and agreed to be for the purposes of enhancing and perfecting the value, desirability and attractiveness of said property and every part thereof and that all of the limitations, covenants, restrictions and conditions shall run with the land, and shall be binding on all parties having, claiming of acquiring any right, title or interest in the said property or any pare hereof, their heirs, executors, administrators, legal representatives, successors and assigns, arc shall be for and inure to the benefit of each owner of any portion of said property, or any interest therein, their liens, executors, administrators, legal representatives, successors and assigns.

ARTICLE I

DEFINITIONS

The following words, when used in this Declaration, shall have the following meanings (unless the context clearly indicates otherwise):

1.1 "The property" shall mean and refer to that certain 51.9592 acre tact of land hereinabove described which has bee:, subdivides and platted into and comprises the subdivision known as JAMESTOWN COLONY according to the map or plat thereof recorded as stated above, unless the context in which it is uses snail be in reference to other property.

Additional land owner by Declarant in the Michael McCormick Survey, Abstract 533, Harris County, Texas, may be added or annexes by Declarant, its successors or assigns, to

the property subjected to this Declaration at any time or from time to time, within fifteen (15) years from the date of this instrument; however, Declarant shall not be obligated to add or annex such additional land.

1.2 "Subdivision" shall mean and refer to JAMESTOWN COLONY according to the above-mentioned record thereof, and the property encompassed by its boundaries.

1.3 "Map" or "Plat" shall mean and refer to the map or plat of JAMESTOWN COLONY, recorded as above stated, unless the context in which either is used shall be in reference to a different map or plat.

1.4 "Lot" and/or "Lots" shall mean and refer to each of the two hundred ten (210) lots or parcels of land as shown on the Map or Plat of the Subdivision.

1.5 "Easement" shall mean and refer to the various utility or other easements of record, those shown on the Map or Plat of the Subdivision and such other easements as are created, reserved or referred to in this Declaration.

1.6 "Homeowner" or "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of title to any Lot, including, without limitation, contract purchasers and any person or entity holding record title as Trustee, Nominee (or similar capacity), but excluding those having such interest merely as security for the performance of an obligation, and further excluding the Declarant, unless specifically included in any provision hereinafter contained.

1.7 "Association" shall mean and refer to JAMESTOWN COLONY HOMEOWNERS ASSOCIATION, INC., a Texas non-profit corporation, its successors and assigns.

1.8 "Maintenance Fund" shall mean the monies collected from the Maintenance Charge established and provided, for in Article V hereof.

1.9 "Maintenance Charge" shall mean the charges per Lot provided for and set out in Article V hereof.

## ARTICLE II

### RESERVATIONS, EXCEPTIONS AND DEDICATIONS

2.1 The Plat of the Subdivision dedicates for use as such, subject to the limitations set forth therein, the streets and easements shown thereon, and such Plat further establishes certain restrictions applicable to the property, including, without limitation, certain minimum setback lines, and such Plat further designates certain Reserves, being Restricted Reserves A and B as shown thereon, and such Reserves A and B shall not be a part of the property, nor subject to the provisions hereof, unless otherwise specifically provided herein. The said Reserves A and B shall be unrestricted, except or the dedications, limitations, restrictions and reservations shown on the Plat specifically relating to the said Reserves; provided that nothing herein nor therein shall restrict the use of said Reserve tracts.

2.2 Declarant reserves either for itself or for third parties the easements and rights-of-way as shown on the Plat for the purpose of constructing, maintaining, replacing and repairing a system or systems of electric lighting, electric power, telegraph and telephone line or lines, water, gas, sewers or any other utility Declarant sees fit to install in, across and/or under the property.

2.3 It is expressly agreed and understood that the title conveyed by Declarant to any Lot or parcel of land within the property by contract, deed or other conveyance shall be subject to any easement affecting same for roadways, drainage, water, gas, sanitary sewer, storm sewer, electric lights, electric cower, fences or other similar improvements, telegraph or telephone purposes, and shall not convey any interest in any pipes, lines, poles or conduits, fences or other improvements, or in any utility facility or appurtenances thereto constructed by or under Declarant or any easement owner, or their agents, through, along or upon the premises affected thereby, or any part thereof, to serve said land or another portion of the property, or any adjoining property, and where not affected, and the right to maintain, repair, replace, sell or lease such appurtenances to army municipality or other governmental agency, or to any public service corporation or to any other party, is hereby expressly reserved.

2.4 Neither Declarant nor any utility company or governmental body using the easements herein referred to shall be liable for any damages done by them or their successors; assigns, their agents, employees or servants, to fences; shrubbery, trees or flowers, or other property of the Homeowner situated on the land covered by said easements.

2.5 With respect to the Reserve B and following described lots located within the Subdivision and located either along West Little York Road or Addicks-Satsuma Road, the Declarant hereby reserves, for itself and its successors end assigns, a two foot (2') wide non-exclusive unobstructed easement adjacent and parallel to each of the rear or side Lot lines of the Lots herein described and Reserve B which either back or side on West Little York Road and Addicks-Satsuma Road, together with the right of ingress and egress to said easements, for the purpose (without any liability or obligation whatsoever on the Declarant, its successors and assigns) of constructing, maintaining, repairing and reconstructing a fence or wall thereon. Such easements herein reserved shall remain unobstructed by any building, slab, tree, shrubbery or other stricture and such fence or wall which may be constructed thereon shall be and remain the sole and exclusive property of the Declarant.

Block 1	-	Lots 1 through 18, inclusive
Block 1	-	Lots 29 through 31, inclusive
Block 1	-	Lots 35 through 37, inclusive
Block 1	-	Lots 93 through 95, inclusive
Block 1	-	Lots 57 and 58
Block 6	-	Lots 1 through 13, inclusive
Reserve B		

ARTICLE III  
RESTRICTIONS

3.1 Residential Use: Each Lot (including land and improvements) in the Subdivision shall be used and occupied for private single-family residence purposes only. No Homeowner or other occupant shall use or occupy a Lot, or permit the same or any part thereof to be used or occupied for any purpose other than as a private single-family residence for the Homeowner or his tenant and their respective families (including bona aide domestic servants). No activity;, including, without limitation, any business, trade or profession, either apart from or in connection with a private single-family residence, whether for profit or not, shall be carried on any Lot which is not related to private single-family residence purposes, except on those Lots which may be designated from time to time by Declarant, its successors or assigns, to be used for sales offices, model home sites, construction offices, storage yards and buildings dining the construction and sales period or the Subdivision. During the period of time that said Lots are so utilized, the storage yards and buildings or structures constructed or situated thereon shall not be subject to the conditions, covenants or restrictions herein set out.

3.2 Temporary and Other Structures: No structure of a temporary character, trailer, mobile home, tent, shack, garage, barn, basement or other outbuilding shall be used on any Lot at any time as a residence, either temporarily or permanently.

No structure of a temporary character, trailer, mobile home, modular home, tent, shack, barn, or any other structure or building, other than the residence house to be built thereon, shall be placed on any Lot either temporarily or permanently, and no residence shall be moved upon any Lot from another location; except, however, that during the construction and sales Declaration or the residence houses, a builder may, upon obtaining permission of and on such conditions specified by Declarant, erect and maintain such temporary structures on any Lot as is customary in connection with the construction and sale of residence houses, including, without limitation, a temporary office building, storage area, signs and sales and construction office or offices.

3.3 Storage of Automobiles, Boats, Trailers, Other Vehicles and Equipment: No boats, trailers, camping units, buses, tucks, recreational vehicles, inoperative vehicles of any kind, self-propelled or towable equipment and machinery, or other similar items of conveyances shall be parked or stored permanently or semi-permanently (which shall be deemed to be a period of time not to exceed 48 hours) on any public street, right-of-way, or Lot, except in an enclosed structure or in an area adequately screened so as not to be seen from any other Lot or the street, except that:

(i) during construction of improvements on a Lot, necessary construct on vehicles may be parked thereon for and during the time necessary therefor;

(ii) this restriction shall not apply to automobiles and pick-up trucks in good repair and attractive condition.

3.4 Residence Buildings and Garages: No building shall be built, placed, erected, altered or permitted to remain on any Lot, other than one detached single-family residential dwelling not to exceed two (2) stories in height, and a detached or attached private garage for not more than three (3) cars and bona fide servant's quarters, which structure shall not exceed the main residential dwelling in height or number of stories.

3.5 Materials, Construction Standards and Architectural Control: No building shall be erected, placed or altered on any Lot until the construction plans and specifications and a plot plan showing the location of the structure thereon have been approved by the Architectural Control Committee as to quality of workmanship and materials, as to harmony with existing structures, with respect to exterior design and color, with existing structures, as to location with respect to topography and finished grade elevation, and as to compliance with minimum construction standards more fully provided for in Article IV hereof.

3.6 Minimum Square Footage: The living area of the main residential dwelling, exclusive of garages and open porches, shall be not less than 1400 square feet for a one-story dwelling, provided that a two-story dwelling must not have less than 1700 square feet of total living area and not less than (i) 1000 square feet on the ground floor for a main residential dwelling with a detached garage, or (ii) 700 square feet on the ground floor for a main residential dwelling with an attached garage. No more than one dwelling unit shall be built on any one Lot. With each residential dwelling, there shall be an attached or detached Garage of a minimum two (2) car capacity.

3.7 Building Setback Lines: No building or structure shall be located on any Lot nearer to the front line or nearer to the street sideline than the minimum building setback line shown on the plat. No building or structure shall be located on any Lot nearer than ten (10) feet to any side or rear street line. Subject to the provisions of paragraph 3.8 hereof, no building or structure shall be located nearer than five (5) feet to an interior Lot line, except that a garage or other permitted accessory building located sixty (60) feet or more from the front Lot line may be a minimum distance of three (3) feet from an interior Lot line. For the purposes of this covenant eaves, steps and unroofed terraces shall not be considered as part of a building or structure, provided, however, that this shall not be construed to permit any portion of the construction or a Lot to encroach upon another Lot.

Garage doors for all garages located closer than twenty (20) feet behind the front of the main building line (whether facing the front property line or an interior Lot line) shall be approved by the Architectural Control Committee, provided that no windows shall be permitted in such doors.

All garage doors shall remain closed at all times, except when necessary to be open for access thereto or for ingress and egress to and from such garage.

3.8 Composite Building Site. Any Owner of one or more adjoining Lots or portions thereof may consolidate such Lots or portions into one building site with the privilege of placing or constructing improvements on such resulting site, in which case, side setback lines shall be measured from

the resulting side property lines rather than from the Lot lines as indicated on the Plat. Any such composite building site must have a frontage at the building setback line of the narrowest of the Lots in the same block.

3.9 Brick or Masonry Finish: The exterior finish or construction of any residential dwelling shall be at least fifty-one percent (51%) brick, stone, or other masonry, unless otherwise first approved in writing by the Architectural Control Committee. In computing such percentage, roof areas shall be excluded, but attached garages or other structures constituting part of the residential dwelling shall be included.

3.10 Roofs: The approved roofing material of any building shall be constructed or covered with either wood shingles (No. 1 or better grade) or composition type shingles (of 300# or heavier weight), with a 25 year warranty by the manufacturer, and shall be GAF Timberline. Bird & Son Architect 70 or equal. Any other materials as well as approved colors of composition shingles shall be approved by the Architectural Control Committee.

3.11 Driveways and Mailboxes: Each Lot shall have driveway access to the public street on which the Lot fronts and shall not have driveway access to a public street on which it may side unless it is a corner Lot or is first approved by the Architectural Control Committee, provided, that notwithstanding the foregoing, any Lot (whether corner or otherwise) shall not have driveway access to either nest Little York Road or Addicks -Satsuma Road. Before the residence constructed on the Lot is completed, the Homeowner shall construct and maintain a concrete driveway from the garage to the abutting public street, including the portion in the street easement, and he or she shall construct and repair any necessary work or damage to the public street occasioned by connecting the driveway thereto.

Before the residence constructed on the Lot is completed, the Homeowner shall install one mailbox per residence and house numbers on the residence of type, color and quality and in the location prescribed by the Architectural Control Committee.

3.12 Landscaping: The Homeowner of each Lot, as a minimum, prior to completion of the construction of a residential dwelling shall solid sod with grass the area between his residential dwelling and the curb line(s) of the abutting street(s). The grass shall be of a type and within standards approves by the Architectural Control Committee.

3.13 Fences, Planters Hedges: No wall, fence, planter or hedge in excess of two (2) feet in height shall be erected or maintained nearer to the front Lot line than the front building line. Except as provided to the contrary in paragraph 2.5 hereof, no side fence shall be located on any Lot nearer than the building line setback shown on the Plat.

No side or rear fence, wall or hedge shall be more than six (6) feet high. All fences and walls shall be of cedar construction or better, color to be approved by the Architectural Control Committee. No fence or wall shall be of wire or chain link construction.

No object or thing shall be placed or planted on corner Lots which obstructs sight lines at elevations between two (2) and six (6) feet above the top of the street curb within the triangular area formed by the junction of street curb lines and a line connecting them at points twenty-five (25) feet from the junction of the street curb lines (or extension thereof).

3.14 Signs and Billboards: No signs, advertisements, billboards or advertising signs of any kind (except those signs and billboards installed or approved for installation by the architectural Control Committee) shall be displayed to public view on any Lot or portion of the Subdivision, except one sign for each Lot, which sign may have one maximum dimension of twenty-four inches (24") and a maximum area of 576 square inches, advertising the Lot for sale or rent. The Architectural Control Committee shall have the right to remove any non-conforming sign, advertisement or billboard or structure which is placed on a Lot, and in so doing shall not be subject to any liability or damages for trespass, tort or otherwise in connection therewith or arising from such removal.

3.15 Antennas: No electronic antenna or device of any type other than an antenna for receiving normal television signals shall be erected, constructed, placed or permitted to remain on any Lot, house, garage or buildings constructed in the Subdivision. Television antennas may be attached to the main residential house; however, the antenna's location shall be restricted to the rear of the house or to the rear of the roof ridge line, gable or center line of the main residential dwelling so as to be hidden from sight when viewed from the abutting street in front of the Lot and shall not exceed the height of the main residential structure by more than ten(10) feet. Only one(1) antenna per Lot shall be permitted. In all cases, no antenna shall be erected as a free-standing structure.

3.16 Easements and Utilities: Easements for installation and maintenance of utilities are served as shown and provided for on the Plat, and no structure shall be erected on any of said easements. Neither Declarant nor any utility company or governmental entity using the easements shall be liable for any damage done by any of them or their assigns, their agents, employees or servants to shrubbery, trees, flowers or improvements of the Homeowner located on the land covered by said easements.

Underground electric, gas and telephone service shall be available to all Lots in the Subdivision, and the utility companies furnishing the service shall have easements as shown on the Plat. The Homeowner of each Lot shall, at his or her own cost and expense, 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 the electric company's metering on customer's 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 furnish-service shall make the necessary connections at said point of attachment and at the meter. In addition, the Homeowner of each Lot shall, at his or her own cost and

expense, furnish, install, own and maintain a meter loop (in accordance with the then current standards and specifications of the electric company for the residence constructed on such Homeowner's Lot.) For so long as such underground service is maintained, the electric service to each Lot shall be uniform and exclusively of the type known as single-phase, 240/120-volt, three-wire, 60 cycle alternating current.

Easements for the underground service may be crossed by driveways and walkways provided that Declarant or builder makes prior arrangements with the utility companies furnishing electric, gas and telephone service and provides and installs any necessary conduit of approved type and size under such driveways or walkways prior to construction thereof. Such easements for the underground service shall be kept clear of all other improvements, including buildings, patios or ether pavings, and neither Declarant nor any utility company using the easements shall be liable for any damage done by either of them or their assigns, their agents, employees, or servants, to shrubbery, trees, flowers or other improvements (other than crossing driveways or walkways, providing conduit has been installed as outlined above) of the Homeowner located on the land covered by said easements.

In the event that audio and video communication services and utilities are made available to any of the Lots by means of an underground coaxial cable system, the company furnishing such services and facilities shall have a two (2) foot wide easement along and centered on the underground wire or cable when and as installed by said company from and at a right angle to the utility easement nearest to the point of connection to the permanent improvement or structure constructed, or to be constructed, upon the Lot, and in a direct line from said nearest utility easement to said point of connection.

3.17 Nuisance: No nuisance shall ever be erected, placed, or remain upon any property in the Subdivision, and no noxious or offensive activity shall be carried on or permitted upon any Lot or property nor shall anything be done thereon which may be or become an annoyance, nuisance or danger to the health or disturbance of reasonable enjoyment of other Homeowners or the neighborhood.

No repair work, dismantling or assembling of motor vehicles or other machinery or equipment shall be done or permitted on any street or driveway.

The Association is authorized to determine what constitutes a nuisance.

3.18 Garbage, Refuse and Garbage Collection: No trash, rubbish, garbage, manure or debris of any kind shall be kept or allowed to remain on any Lot. The Homeowner of each Lot shall remove such prohibited matter from the Lot at his or her sole cost and expense, and prior to such removal all such prohibited matter shall be placed in sanitary refuse containers with tight fitting lids in an area adequately screened by planting or fencing so as not to be seen from any adjoining Lot. Reasonable amounts of construction Materials and equipment may be stored upon a Lot for reasonable periods of time during the construction of improvements thereon.



Garbage cars or containers, recreational equipment, bogies, cartons, tools and like equipment shall be stored only in garages or storage areas adequately screened from view to the satisfaction of the Association.

Declarant or the Association shall have the right, but not the obligation, to contract for garbage and rubbish pickup service on behalf of all Lots, and to charge or have the garbage contractor charge the Owner of each Lot for his prorated share of the cost thereof. Payment for such service may be on a monthly, quarterly, or semi-annual basis, at the discretion of Declarant or the Association, and may be payable in advance. Such charge shall be in addition to the maintenance charge provided in Article V hereof.

If a garbage charge for any billing period (whether monthly, quarterly or semi-annually) is not paid on or before the first day of the billing period, or within ten (10) days after notice thereof is mailed to the Owner of the Lot to be charged, whichever is the later, the garbage charge shall bear interest thereafter at the rate of ten percent (10%) per annum until paid. The garbage charge and any interest thereon shall be the personal obligation of the Owner of the Lot receiving the garbage service (but not of such Owner's successors in title unless expressly assumed by them), and shall be secured by a continuing lien on such Lot, including improvements thereon, which shall be binding on such property in the hands of the then Owner thereof, his heirs, executors, administrators, representatives, successors and assigns. Declarant or the Association may bring an action at law to foreclose the lien securing the garbage charge and there shall be added to the amount of the garbage charge the interest thereon and all reasonable expenses of collection, including the cost of preparing and filing the petition, reasonable attorneys' fees and costs of suit. At its discretion, Declarant or the Association may discontinue garbage service to any Lot which is in default hereunder, until all amounts arrear, including the interest called for herein, have been paid in full.

With respect to each Lot, the lien provided for herein shall be subordinate to the same liens to which the Maintenance Charge provided for in Article V is subordinate pursuant to the provisions thereof, and may be subordinated to any other lien by Declarant or the Association, in the discretion of its Board of Directors.

**3.19 Animals:** No animals, livestock or poultry of any kind shall be raised, bred or kept on any Lot, except domestic dogs, cats or other household pets, provided they are not bred or kept for commercial purposes nor kept or maintained in unreasonable numbers. All animals or pets must be leashed or restrained within an adequate enclosure. If such household pets are kept on any Lot, they must be confined to a fenced back yard (such fence shall encompass the width of the entire back yard) or kept within the main residential dwelling.

Notwithstanding the foregoing, no animals or fowl may be kept on the property which results in an annoyance or are obnoxious to residents in the vicinity.

**3.20 Removal of Dirt and Trees:** The digging of dirt or the removal of any dirt from any Lot or property in the Subdivision is prohibited, except as necessary in conjunction with landscaping or construction of improvements thereon.

No trees shall be cut from any Lot or any property in the Subdivision, except to provide room for construction of improvements or to remove dead or unsightly trees.

3.21Clothes Lines: No clothing or other material shall be aired or dried in the Subdivision, except in an enclosed structure, or in an area adequately screened so as not to be seen from other Lots, streets or any other areas.

3.22Lot Maintenance: All Lots shall be kept at all times, in a sanitary, healthful, safe and attractive condition, and the Homeowner or occupant of all Lots shall keep all weeds and grass thereon cut and shall in no event use any Lot for storage of material and equipment, except for normal residential requirements or incident to construction of improvements thereon as herein permitted, or permit the accumulation of cartage, trash or rubbish, except by use of an incinerator approved by Declarant, its successors or assigns, and then only during such conditions as permitted by law. All yard equipment, woodpiles or storage piles shall be kept screened by a service yard or other similar facility as herein otherwise provided, so as to conceal them from view of any Lots, streets or other property in the Subdivision.

In the event of default on the part of the Homeowner or occupant of any Lot in observing the above requirements or any of them, such default continuing after ten (10) days' written notice thereof, Declarant or its assignee, may, without liability to the Homeowners or occupant, in trespass or otherwise, enter upon said Lot and cut, or cause to be cut, such weeds and grass, and remove or cause to be removed such garbage, trash and rubbish or do any other thing necessary to secure compliance with, these restrictions, so as to place said Lot in a neat, attractive, healthful, safe and sanitary condition, and may charge the Homeowner or occupant of such Lot for the cost of such work. The Homeowner or occupant, as the case may be, agrees by the purchase or occupation of the Lot to pay such statement immediately upon receipt thereof. To secure the payment of such charges in the event of non-payment by the Homeowner, a vendor's lien is herein and hereby retained against the said lot and improvements in favor of Declarant or its assignee, but such lien shall be inferior to any first mortgage. Any foreclosure of any such prior or superior lien under the power of sale of any mortgage, deed of trust or other security instrument, or through other court proceedings shall not cut off and extinguish the vendor's lien securing said charge which became due and payable prior to such foreclosure date should such funds resulting from the foreclosure be available, and no such foreclosure shall free any Lot from the vendor's lien securing said charge thereafter becoming due and payable, nor shall the personal obligation of the Homeowner foreclosed be extinguished by any foreclosure.

3.23Noise: Except in an emergency or when unusual circumstances exist (as determined by the Association), outside construction work or noisy interior construction work shall be permitted only after 7:00 a.m. and before 9:00 p.m.

3.24Air Conditioning Units: No window or wall-type air conditioners shall be permitted to be used, erected, placed or maintained on or in any building in any part of the Subdivision, except in temporary buildings approved by Declarant.

3.25 Garbage Disposal Unit: Each kitchen in each Dwelling or living quarters situated on any Lot shall be equipped with a garbage disposal unit, which garbage disposal unit shall at all times be kept and maintained by the Homeowner of Such Lot in serviceable condition.

3.26 Mineral Operations: No oil, gas or other mineral drilling, producing, mining or other activity of any kind shall be permitted upon or in any Lot, nor shall any wells, tanks, tunnels, mineral excavation, or shafts be permitted upon or in any Lot. No derrick or other structure designed for the use in boring for oil or natural gas or water shall be erected, maintained, or permitted upon any Lot.

3.27 Cable Television: Declarant reserves the right to hereafter enter into a franchise or similar type agreement with one or more Cable Television Companies and Declarant shall have the right and power in such agreement or agreements to crane to such Cable Television Company or Companies the uninterrupted right to install and maintain communications cable and related ancillary equipment and appurtenances within the utility easements or rights-of-way reserved and dedicated herein and in the plat referenced above and Declarant does hereby reserve unto itself, its successors and assigns the sole and exclusive right to obtain and retain all income, revenue and other things of value paid or to be paid by such Cable Television Companies to Declarant pursuant to any such agreements between Declarant and such Cable Television companies.

#### ARTICLE IV

##### ARCHITECTURAL CONTROL COMMITTEE

4.1 Approval of Building Plans: No building or improvements (including mailboxes) shall be erected, placed or altered on any Lot until the construction plans and specifications and a plot plan showing the location of the structure have been approved in writing as to quality of materials, as to structural soundness, as to harmony of exterior design and color with existing structures, as to location with respect to topography and finished ground elevation, and as to compliance with minimum construction standards by the ARCHITECTURAL CONTROL COMMITTEE. A copy of the Construction plans and specifications and a plot plan, together with such other information as may be deemed pertinent, shall be submitted to the Architectural Control Committee, or its designated representative, not less than thirty (30) days prior to the proposed date for the commencement of construction. The Architectural Control Committee may require the submission of such plans, specifications and plot plans, together with such other documents as it deems appropriate, in such form and detail. as it may elect in its entire discretion. In the event the Committee fails to approve or disapprove such plans and specifications within thirty (30) days after the same are submitted to it, approval will be deemed to have been denied.

4.2 Architectural Control Committee: The Architectural Control Committee shall be Declarant, and it may designate a representative or representatives or aces on its behalf. Until such time as there has been built and constructed on each and every Lot in the Subdivision a residential dwelling and related improvements, as herein provided, or at such earlier time as Declarant may elect. Declarant shall continue to serve and act as the Architectural Control Committee. At such time as a residential dwelling and related improvements

have been so built and constructed, or at such earlier time as Declarant may elect, the duties and responsibilities of the Architectural Control Committee shall be fulfilled and its powers exercised by the Board of Directors of the Association as long as the Association is collecting and administering the Maintenance Charge for the Subdivision. At the time Declarant ceases to serve as the Architectural Control Committee (at the completion of the conditions set forth above or at such earlier time as it may elect), it shall assign such rights and powers of the Architectural Control committee, such assignment to be evidenced by an instrument in writing, executed and acknowledged by the proper officers of Declarant and filed of record in the appropriate records of the County Clerk of Harris County, Texas. Declarant, at its sole option, will have the right to add or annex additional lands or subdivisions owned by it to the control and jurisdiction of the Association for administration of the duties and responsibilities which may be delegated and assigned to it even though the terms and provisions of the covenants, conditions and restrictions may be set forth in a separate instrument or instruments which may vary from the terms and provisions set forth herein.

4.3 Minimum Construction Standards: The Architectural Control Committee may, from time to time, promulgate an outline of minimum acceptable construction standards; provided, however, that such outline will serve as a minimum guideline and such Architectural Control Committee shall not be bound thereby.

4.4 Deviations in Restrictions: The Architectural Control Committee, at its sole discretion, is hereby permitted to approve deviations in the restrictions set forth in Article III hereon in instances where, in its or their sole judgments, such deviation will result in a more common beneficial use. Such approvals must be granted in writing.

4.5 No Liability: Declarant, the Association and the Architectural Control Committee, as well as their agents, employees and architects, shall not be liable to any Homeowner or any other party for any loss, claim or demand asserted on account of their administration of these restrictions and the performance of their duties hereunder, or any failure or defect in such administration and performance. These restrictions can be altered or amended only as provided herein and no person is authorized to grant exceptions or make representations contrary to these restrictions. No approval of plans and specifications and no publication of minimum construction standards shall ever be construed as representing or implying that such plans, specifications or standards will, if followed, result in a properly designed residence. Such approvals and standards shall in no event be construed as representing or guaranteeing that any residence will be built in a good, workmanlike manner. The acceptance of a deed to a residential lot in the Subdivision shall be deemed a covenant and agreement on the part of the grantee, and the grantee's heirs, successors and assigns, that Declarant, the Association and the Architectural Control Committee, as well as their agents, employees and architects, shall have no liability under these restrictions except for willful misdeeds.

#### ARTICLE V

##### MAINTENANCE CHARGE AND MAINTENANCE FUND

5.1 Maintenance Charge. Declarant imposes on each Lot owned within the Subdivision and hereby covenants, and each

owner or Homeowner of any Lot by acceptance of a deed therefor, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association annual assessments or charges to be established and collected as hereinafter provided. The annual assessments, together with interest, costs and reasonable attorney's fees, shall be a charge on the Lot and improvements constructed or located thereon at any time, shall be a continuing lien upon the Lot and improvements against which each such assessment is made, and shall also be the personal obligation of the person or entity who is the owner of such Lot. Appropriate recitations in the deed conveying each Lot will evidence the retention of a vendor's lien by the grantor thereof or its assignee for the purpose of securing payment of said charge assigned to the Association, without recourse on such grantor or its assignee in any manner for the payment of said charge and indebtedness.

5.2 Purpose of Maintenance Charge: The Maintenance Charge levied by the Association and the Maintenance Fund resulting therefrom shall be used exclusively to promote the recreation, health, safety and welfare of the Homeowners in the Subdivision and or the improvement and maintenance of any property owned by the Association or nor which it is charted with the maintenance thereof. The proceeds of the regular annual assessment shall not be used to reimburse Declarant for any capital expenditure incurred in the construction of any improvements or facilities within the Subdivision.

5.3 Maximum Annual Assessments: Until December 31, 1979, the maximum annual assessment shall be based on Seven ant 50/100 Dollars (\$7.50) per Lot per month.

(a) From and after December 31, 1979, the maximum annual assessment may be increased each year not more than an amount equivalent to the percentage increase in the Consumer Price Index U.S. Average. All Items (1967=100), as published by the U. S. Bureau of Labor Statistics, for the previous year divided , by the said Consumer Price Index for the base year 1979, without a vote of the membership. This increase may be cumulative. The aforesaid adjustment shall be accomplished each year by multiplying \$7.50 per month by the aforesaid percentage increase. With a vote of the membership of tie Association, the annual assessment may be increased above the amount resulting from a percentage increase in the said Index.

(b) The Board of Directors of the Association shall fix the annual assessment at an amount not in excess of to maximum allowable for any one year.

(c) In the event the above Price index shall be discontinued, then the Association shall select another reputable index.

5.4 Rate of Assessment and Commencement Date. All Lots in the Subdivision shall commence to bear their applicable Maintenance Charge from the date of any contract, deed or conveyance to and Purchaser with or from Declarant, and Lots owned by Declarant are exempt from assessment of the Maintenance Charge. Lots which are occupied or owner by residents shall be subject to the Maintenance Charge determined by the Board of Directors or to membership (according

to paragraph 5.3 and this paragraph 5.4). Lots which are not occupied by a resident ar.4 which are owned by a builder, or a building company shall be assessed at the rate of one-half (1/2) of the Maintenance Charge. The rate of assessment for an individual Lot, within a calendar year, can change as the character of ownership and the status of occupancy by a resident changes. The applicable assessment of the Maintenance Charge for such a Lot shall be prorated according to the rate required of each type ownership.

5.5 Date of Commencement of Annual Maintenance Charge:

The annual Maintenance Charge provided for herein shall commence at such time as stated above in Section 5.4 and, thereafter, the Directors of the Association shall fix the amount of annual assessment against each Lot at least thirty (30) days in advance of each annual assessment period, which shall be on a calendar year basis. Written notice of the annual Maintenance Charge shall be sent to every Homeowner subject thereto and shall be payable in advance. A new owner shall be required to pay such Homeowner's pro rata share of current annual Maintenance Charge at the time such owner acquires title to the Lot from the seller. The due dates shall be established by the Board of Directors. The Association shall, upon demand and for a reasonable charge, furnish a certificate signed by an officer of the Association setting forth whether the Maintenance Charge on a specified Lot have been paid.

5.6 Effect of Nonpayment of Assessments: Any Maintenance Charge not paid within thirty (30) days after the due date shall bear interest from the due date at the rate of ten (10) percent per annum the Association may bring an action at law against the Homeowner personally obliged to pay the same or foreclose the lien against the Lot and improvements. No Homeowner may waive nor otherwise escape liability for the assessments provided for herein by nonuse or abandonment of such Homeowner's Lot.

5.7 Subordination of Lien: The lien of the Maintenance Charge provided for herein shall be subordinate to the lien of any first mortgage. The sale or transfer of any Lot shall not affect the Maintenance Charge lien. However, except as provided in Section 3.22 hereof, the sale or transfer of any Lot pursuant to mortgage foreclosure or any proceeding in lieu thereof shall extinguish the lien of such Maintenance Charge as to payments which become due prior to such sale or transfer. No sale or transfer shall relieve such Lot of liability of any Maintenance Charge thereafter becoming due or from the lien thereof.

5.8 Enforcement: Declarant, the Association or any Owner, its successors and assigns, shall have the right to enforce by any proceeding at law or in equity all restrictions, easements, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of these deed restrictions, and in connection therewith shall be entitled to recover from the defendant therein all reasonable attorney's fees. Failure by Declarant, the Association or by any Owner to enforce any covenant or restrictions herein shall in no event be deemed a waiver of the right to do so thereafter. It is hereby stipulated that the failure or refusal of any Homeowner or other occupant to comply with the terms and provisions hereof would result in irreparable harm to Declarant and to the Association. Thus, the breach of any of these provisions may not only give rise to an action for damages at law, but also may be enforced with injunctive relief (i.e., restraining orders and/or injunctions) in any court of competent jurisdiction, upon the

Proof of the existence of a violation. or attempted or threatened violation, but without the necessity of proof of inadequacy of legal remedies or irreparable harm.

ARTICLE VI  
GENERAL PROVISION'S

6.1 Severability: Invalidation of any one of these covenants or restrictions by judgment or court order shall in no wise affect any other provision which shall remain in full once and effect.

6.2 Amendment to the Above Deed Restrictions: The covenants, conditions and restrictions of this Declaration shall run with and bind the property for a term of thirty-five (35) years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of ten (10) years, unless a simple majority (each Lot being entitled to one vote) of the then Homeowners elect to annul or amend the restrictions by instrument duly recorded prior to the expiration date. For purposes of this Paragraph 6.2, Declarant shall be considered a Homeowner for each Lot which may be owned by Homeowner.

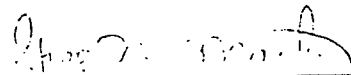
6.3 Amendments by Declarant: Declarant shall have and hereby reserves the right at any time and from time to time, without the joinder or consent of any homeowner or other person or entity, to amend this Declaration by an instrument in writing duly signed, acknowledged and filed for record, for the purpose of correcting any typographical or grammatical error, ambiguity or inconsistency appearing in this Declaration, provided that any such amendment shall be consistent with and in furtherance of the general plan end scheme of development as evidenced by this Declaration and shall not impair or affect the vested property or other rights of any Homeowner or his or her mortgagee.

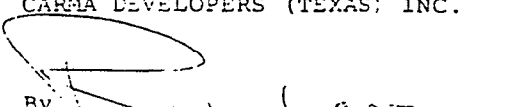
clause, sentence, paragraph or other part thereof shall be susceptible of one or more conflicting interpretations, the interpretation which is most nearly in accord with the general purposes and objectives of this Declaration shall govern.

6.4 Rights of Mortgages: It is specifically provided that a violation of any one or more of these restrictions shall new affect the lien of any mortgage or deed of trust now of record, or which may hereafter be placed of record, or lien acquired and held in good faith upon said Lots or any part thereof, but such liens may be enforced as against any and all property covered thereby, subject nevertheless to the restrictions herein contained.

IN WITNESS WHEREOF, the parties hereto have executed this instrument as of the 27th day of September, 1979.

ATTEST:

  
\_\_\_\_\_  
Asst. Secretary  
Greg N. MARTIN

CARMA DEVELOPERS (TEXAS) INC.  
  
By \_\_\_\_\_  
Rudy JANZEN

143-81-1823

THE STATE OF TEXAS           §  
  §  
COUNTY OF HARRIS           §

BEFORE ME, the undersigned authority, on this day personally appeared Rudy JANZEN, Exec. Vice Pres. of CARMA DEVELOPERS (TEXAS) INC., a corporation, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed, in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the 27 day of September, 1979.

Annette Peavy  
Notary Public in and for  
Harris County, T E X A S  
Annette Peavy

STATE OF TEXAS }  
COUNTY OF HARRIS }

I hereby certify that this instrument was FILED in the Number Sequence on the date and at the time stamped herein and was duly RECORDED, in the Official Public Records of said Precinct of Harris County, Texas on

SEP 27 1979



Quintie L. Lohmann  
COUNTY CLERK,  
HARRIS COUNTY, TEXAS

FILED

SEP 27 3 11 PM 1979

Quintie L. Lohmann  
COUNTY CLERK  
HARRIS COUNTY, TEXAS



FIRST AMENDMENT TO THE DECLARATION OF COVENANTS,  
CONDITIONS AND RESTRICTIONS FOR JAMESTOWN COLONY

THE STATE OF TEXAS           §  
  §       KNOW ALL MEN BY THESE PRESENTS:  
COUNTY OF HARRIS           §

WHEREAS, CARMA DEVELOPERS (TEXAS), INC. (hereinafter referred to as "Declarant"), has caused certain property in Harris County, Texas, to be subdivided for residential purposes, which property is more particularly described as JAMESTOWN COLONY, a residential subdivision in Harris County, Texas, according to the map or plat thereof recorded in Volume 289, Page 98 of the Map Records of Harris County, Texas;

WHEREAS, Declarant placed certain Covenants, Conditions and Restrictions against JAMESTOWN COLONY as recorded under Harris County Clerk's File No. 6257014 (the "Restrictive Covenants"); and

WHEREAS, the undersigned; being a majority of the present existing homeowners eligible to vote (each Lot being entitled to one (1) vote) desire that the Restrictive Covenants be amended in accordance with the provisions of Article VI, Section 6.2 of the Restrictive Covenants, in furtherance of the common scheme and uniform plan established for the present and future owners of lots in the JAMESTOWN COLONY subdivision.

NOW, THEREFORE, in consideration of the premises, Article III, Section 3.15 of the Restrictive Covenants is hereby amended to read as follows:

"3.15 Location and Placement of Antennae. No electronic or mechanical antennae or similar devices of any type other than one antenna for receiving normal television signals through airwaves or one antenna for receiving normal satellite signals through airwaves, shall be erected, constructed, placed or permitted to remain on any lot, house, garage or building unless the requirements hereinafter set forth in this Section 3.15 are strictly complied with. A television antenna for receiving signals through airwaves may be attached to the main residential house, only; provided, however, that said television antenna shall only be attached to

the rear of the main residential dwelling, and shall not extend above the roof ridge' line of the main residential structure closest to said antenna. Further, said television antenna shall not be visible from any street or other right-of-way in the subdivision. In all cases, said television antenna shall never be erected or permitted to remain as a free-standing structure. One antenna for receiving normal satellite transmissions or signals through airwaves (a "satellite dish"), per lot, is permitted so long as all of the following requirements are strictly complied with:

1. No satellite dish shall exceed 10 feet in diameter nor shall any satellite dish, including its base or anchoring structure, exceed 10 feet in height measuring from the grade level of the lot. No pole, rod or other extension device shall ever be used to attach, anchor or brace the parabolic dish to its anchoring device so as to extend the height of any satellite dish. Any variance as to the height requirements and restrictions of this Section 3.15(1) shall be submitted to and approved by the subdivision Architectural Control Committee, in advance, pursuant to the requirements of Section 3.15(8) hereof.
2. Said satellite dish shall be one solid color only, either white or black or tan.
3. Said satellite dish, or, any part thereof, shall not be visible from the street or right-of-way fronting any lot, unless otherwise approved, in advance by the subdivision Architectural Control Committee pursuant to the requirements of Section 3.15(8) hereof.
4. No satellite dish shall ever be constructed or placed or permitted to remain on any utility easement or other easement or right-of-way located on any lot or common property.
5. Said satellite dish must be securely mounted to a base, so as to be able to withstand the effects of high winds or other extraordinary weather conditions.
6. No advertising slogans, logos, banners, signs or any other printing or illustrations whatsoever shall ever be permitted upon or be attached to any satellite dish.
7. No satellite dish shall ever be used for the transmission of any signal whatsoever, and said satellite dish shall be for the purpose of receiving only normal satellite signals through airwaves for television viewing purposes only. No satellite dish shall be permitted to cause any distortion or interference whatsoever with respect to any other electronic device in the subdivision.

8. No satellite dish shall be placed, erected, altered or permitted to remain on any lot in the subdivision without the prior written approval of the subdivision Architectural Control Committee, and, further, unless and until it is demonstrated that the placement or alterations of such satellite dish will strictly comply with the requirements of this Section 3.15. The procedures for obtaining Architectural Control Committee approval shall be the same as those set forth in Article IV, Section One (1) of the Declaration of Covenants, Conditions and Restrictions covering JAMESTOWN COLONY.
9. In all cases, each lot may contain either a permitted television antenna or a permitted satellite dish, but not both.

Except as herein expressly amended, all other terms and provisions of the Restrictive Covenants shall remain and continue in full force and effect.

SECOND AMENDMENT TO THE DECLARATION OF COVENANTS,  
CONDITIONS AND RESTRICTIONS FOR JAMESTOWN COLONY

THE STATE OF TEXAS       §  
  §  
COUNTY OF HARRIS       §

WHEREAS, CARMA DEVELOPERS (TEXAS), INC. (hereinafter referred to as "Declarant"), has caused certain property in Harris County, Texas, to be subdivided for residential purposes, which property is more particularly described as JAMESTOWN COLONY, a residential subdivision in Harris County, Texas, according to the map or plat thereof recorded in volume 289, Page 98 of the Map Records of Harris County, Texas;

WHEREAS, Declarant placed certain Covenants, Conditions and Restrictions against JAMESTOWN COLONY by "Declaration" recorded under Harris County Clerk's File No. 6257014, and amended by instrument 'file-dated September 6, 1988 ("First Amendment to Declaration of Covenants, Conditions and Restrictions for Jamestown Colony"), recorded under Harris County Clerk's File No. 7834499; and

WHEREAS, in 1991 a majority of the then present Lot Owners eligible to vote (each Lot being entitled to one (1) vote) voted to amend the Restrictive Covenants by adding Paragraph 3.28, Basketball Goals, in accordance with the provisions of Article VI, Paragraph 6.2 of the Declaration, in furtherance of the common scheme and uniform plan established for the present and future owners of lots in the JAMESTOWN COLONY subdivision.

NOW, THEREFORE, in consideration o\_ the premises, Article III, Restrictions, of the referenced "Declaration" is hereby amended to provide asset forth hereinbelow.

Article III, Paragraph 3.28, is hereby added to the Declaration providing as follows:

" 3.28 Basketball Goals: Basketball Goals are permitted in Jamestown Colony Subdivision and shall be installed subject to the following standards:

(a) The application and prior approval requirements of Article IV, Architectural Control Committee, of the Declaration shall be adhered to in all respects.

(b) The components shall consist of a painted metal pole (unless attached to a garage), back board and a rim and net.

(c) All components shall be maintained in a good condition (functional and aesthetic) as determined by the Jamestown Colony Homeowners Association, Inc.'s Architectural Control Committee, in its sole discretion.

(d) The pole shall be no closer to the street in front of the premises than one-half (1/2) the distance between the curb and the front building line of the primary residence.

(e) The goal backboard shall be parallel to the driveway slab, and the metal pole shall be installed no further than eighteen inches (18") from the driveway slab.

The homeowner shall be notified of any non-compliance of these standards by the Jamestown Colony Homeowners Association, Inc.'s Architectural Control Committee in writing and shall rectify the non-compliance within ten (10) days after written notice. (See Article 3.22, Lot Maintenance and Article IV, Architectural Control Committee of the Declaration.)"

Jamestown Colony Homeowners Association, Inc., a Texas Non-Profit Corporation, is a signatory hereinbelow for the sole purpose of evidencing its approval of this Second Amendment to the Declaration.

SIGNED this 24<sup>th</sup> day of FEBRUARY, 1994.

ATTEST:

JAMESTOWN COLONY HOMEOWNERS ASSOCIATION, INC.

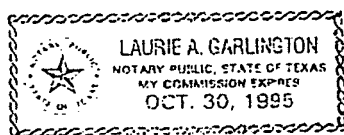
Laurie A. M. Wolke  
GWYN WOLKE, Secretary  
Jamestown Colony Homeowners Association, Inc.

By: Thomas D. Burnett  
THOMAS D. BURNETT, President

THE STATE OF TEXAS §  
  §  
COUNTY OF HARRIS §

BEFORE ME, the undersigned authority, on this day personally appeared THOMAS D. BURNETT, President of Jamestown Colony Homeowners Association, Inc., a Texas Non-Profit Corporation, known to me to be the person and officer whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed, as the act and deed of said Corporation, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 24<sup>th</sup> day of February, 1994.



Laurie A. Garlington  
NOTARY PUBLIC IN AND FOR  
THE STATE OF T E X A S

THE STATE OF TEXAS §  
  §  
COUNTY OF HARRIS §

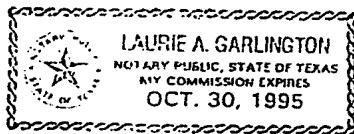
207-59-0175

BEFORE ME, THE UNDERSIGNED NOTARY, on this day personally appeared THOMAS D. BURNETT, who after being duly sworn did on his oath depose and state as follows:

"My name is THOMAS D. BURNETT, and I am a Board Member and President of the JAMESTOWN COLONY HOMEOWNERS ASSOCIATION, INC. I have examined the signatures contained on the signature sheets relative to the SECOND AMENDMENT TO THE DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR JAMESTOWN COLONY and certify that the names of the owners of the Lots of JAMESTOWN COLONY as set forth therein have been verified from the official records of the JAMESTOWN COLONY HOMEOWNERS ASSOCIATION, INC. as being the record owners of the lots in JAMESTOWN COLONY at the time the required approval was obtained. I further certify that the required number of Lot Owners approved the adoption and enactment of the SECOND AMENDMENT TO THE DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR JAMESTOWN COLONY as evidenced by the above referenced signature sheets. As provided by the Restrictions then in existence for JAMESTOWN COLONY, the approval of a simple majority of the then Lot Owners was required for passage of the Amendment. This is to certify that the then Lot Owners approved the SECOND AMENDMENT TO THE DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR JAMESTOWN COLONY."

*Thomas D. Burnett*  
\_\_\_\_\_  
THOMAS D. BURNETT, President

SWORN AND SUBSCRIBED TO, this 24<sup>th</sup> day of February, 1994, to certify which witness my hand and official seal of office.



*Laurie A. Garlington*  
\_\_\_\_\_  
NOTARY PUBLIC IN AND FOR  
THE STATE OF TEXAS

AFTER RECORDING RETURN TO:

Michael T. Gainer  
Attorney at Law  
5100 Westheimer, Suite 390  
Houston, Texas 77056-5507

ANY SIGNATURE HEREON WHICH DOES NOT INDICATE THE DATE, MONTH OR YEAR OF THE DESCRIBED REAL PROPERTY BECAUSE OF OMISSION OR ERROR IS VOID AND SHALL BE CONSIDERED NULL AND VOID.  
THE STATE OF TEXAS }  
COUNTY OF HARRIS }  
I hereby certify that this instrument was filed in the Number Sequence on the date and at the time stamped herein by me, and was duly RECORDED, in the Official Public Records of Real Property of Harris County, Texas on

FEB 25 1994



*Nancy G. Brown*  
\_\_\_\_\_  
COUNTY CLERK  
HARRIS COUNTY, TEXAS

FILED  
54 FEB 25 11:11:10  
*Nancy G. Brown*  
COUNTY CLERK  
HARRIS COUNTY, TEXAS

THIRD AMENDMENT TO THE DECLARATION OF COVENANTS,  
CONDITIONS AND RESTRICTIONS FOR JAMESTOWN COLONY

THE STATE OF TEXAS           §  
  §  
COUNTY OF HARRIS           §

WHEREAS, CARMA DEV3LOPERS, (TEXAS), INC. (hereinafter referred to as "Declarant"), has caused certain property in Harris County, Texas, to be subdivided for residential purposes, which property is more particularly described as JAMESTOWN COLONY, a residential subdivision in Harris County, Texas, according to the map or plat thereof recorded in Volume 289, Page 98 of the Map Records of Harris County, Texas;

WHEREAS, Declarant placed certain Covenants, Conditions and Restrictions against JAMESTOWN COLONY by "Declaration" recorded under Harris County Cleric's File No. 6257014, and amended by instrument file dated September 6, 1988 ("First Amendment to Declaration of Covenants, Conditions and Restrictions for Jamestown Colony"), recorded under Harris County Clerk's File No. L834499, and further amended by instrument dated February 24 , 1994 ("Second Amendment to Declaration of Covenants, Conditions and Restrictions for Jamestown Colony") recorded in the Harris County Real Property Records on even date herewith; and

WHEREAS, Article VI, Paragraph 6.2 of the "Declaration of Covenants, Conditions and Restrictions for Jamestown Colony (A Residential Subdivision) provides as follows:

" 6.2 Amendment to the Above Deed Restrictions: The covenants, conditions and restrictions for this Declaration shall run with and bind the property for a term of thirty-five (35) years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of ten (10) years, unless a single majority (each Lot being entitled to one vote) of the then Homeowners elect to annul or amend the restrictions by instrument duly recorded prior to the expiration date. For purposes of this Paragraph 6.2, Declarant shall be considered a Homeowner for each Lot which may be owned by Homeowner."

WHEREAS, the undersigned, being a majority of the present existing homeowners eligible to vote (each Lot being entitled to one (1) vote) desire that the Restrictive Covenants be amended in accordance with the provisions of Article VI, Paragraph 6.2 of the Restrictive Covenants, in furtherance of the common scheme and

uniform plan established for the present and future owners of lots in the JAMESTOWN COLONY subdivision.

NOW, THEREFORE, in consideration of the premises, certain provisions of the referenced "Declaration" are hereby amended to provide as set forth hereinbelow.

The second unnumbered paragraph on Page 1 of the Declaration contains an inadvertent error referencing the name of the subdivision as "Yorktown Colony". This paragraph is hereby amended to provide as follows:

" WHEREAS, the Declarant intends to adopt and impose on all of the property located within Jamestown Colony, mutually beneficial covenants, conditions and restrictions under a general and uniform plan or scheme for the benefit of the present and future owners thereof;"

A portion of Article VI of Paragraph 6.4 on Page 15 of the Declaration was inadvertently omitted. The paragraph is hereby amended to provide as follows:

" 6.4 Interpretation. The singular wherever used herein shall be construed to mean the plural when applicable, and the necessary grammatical charges required to make the provisions hereof apply either to corporations or individuals, mere or women, shall in all cases be assumed as though in each case fully expressed. If this Declaration or any punctuation, word, clause, sentence, paragraph or other part thereof shall be susceptible of one or more conflicting interpretations, then the interpretation which is most nearly in accord with the general purposes and objectives of this Declaration shall govern. If any punctuation, word, clause, sentence or provision necessary to give meaning, validity or effect to any other word, clause, sentence or provision appearing in this Declaration shall be omitted herefrom, then it is hereby declared that such omission was unintentional and that the omitted punctuation, word, clause, sentence or provision shall be supplied by inference.

Article VI, Paragraph 6.6 is hereby added to the Declaration providing as follows:

" 6.6 Annexation. Additional residential property and Common Area may be annexed to the Properties by unanimous vote of the Board of Directors of the Jamestown Colony Homeowners Association, Ins. without approval by the membership. In the event that the Board of Director's decision to annex is not unanimous, the issue of such annexation may be presented to the membership and approved with the consent of two-thirds (2/3) of each class of membership."

Article VI, Paragraph 6.7 is hereby added to the Declaration providing as follows:



200-59-0178

" 6.7 Mergers and Consolidations. The Association may participate in mergers and consolidations with other non-profit corporations organized for the same purposes, provided that any such merger or consolidation shall have the assent of two-thirds (2/3) of each class of voting membership."

Jamestown Colony Homeowners Association, Inc., a Texas Non-Profit Corporation, is a signatory hereinbelow for the sole purpose of evidencing its approval of this Third Amendment to the Declaration.

SIGNED this 17 day of DECEMBER, 1993.

ATTEST:

JAMESTOWN COLONY HOMEOWNERS ASSOCIATION, INC.

Gwyn Wolke  
GWYN WOLKE, Secretary  
Jamestown Colony Homeowners Association, Inc.

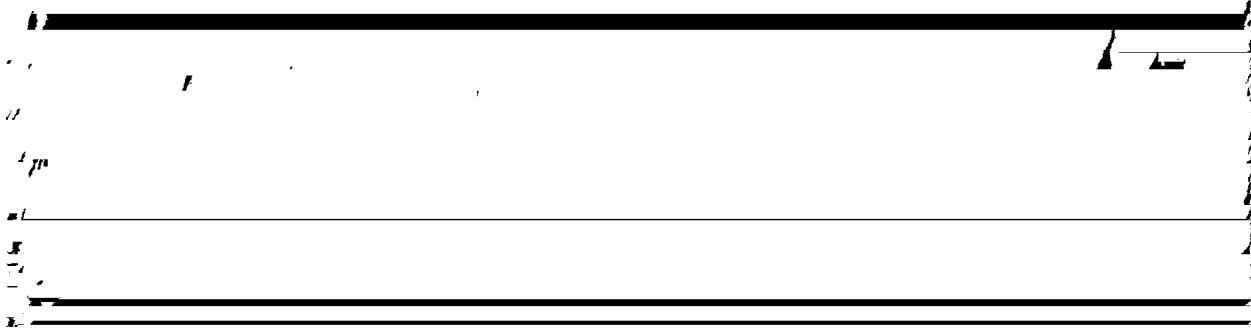
By: Thomas D. Burnett  
THOMAS D. BURNETT, President

THE STATE OF TEXAS §  
§  
COUNTY OF HARRIS §

BEFORE ME, the undersigned authority, on this day personally appeared THOMAS D. BURNETT, President of Jamestown Colony Homeowners Association, Inc., a Texas Non-Profit Corporation, known to me to be the person and officer whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed, as the act and deed of said Corporation, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 17 day of December, 1993.

*[Handwritten signature]*



Signature	Printed Name	Legal Description
<u><i>Thomas D. Burnett</i></u>	<u>THOMAS D. BURNETT</u>	Lot <u>34</u> Block <u>1</u> Section _____
<u><i>Hugo Perez</i></u>	<u>HUGO PEREZ</u>	Lot <u>37</u> Block <u>1</u> Section _____
<u>Brenda Taucher</u>	<u>Brenda Taucher</u>	Lot <u>33</u> Block <u>1</u> Section _____
<u><i>Gary Krejci</i></u>	<u>GARY KREJCI</u>	Lot <u>16</u> Block <u>3</u> Section _____
<u><i>Gerri Hagen</i></u>	<u>Gerri Hagen</u>	Lot <u>42</u> Block <u>1</u> Section _____
<u><i>Jim Ahmed</i></u>	<u>JIM AHMED</u>	Lot <u>45</u> Block <u>1</u> Section _____
<u><i>Michael J. Merola</i></u>	<u>MIKE MEROLA</u>	Lot <u>48</u> Block <u>1</u> Section _____
<u><i>Bernard Weaning</i></u>	<u>BERNARD WEANING</u>	Lot <u>53</u> Block <u>4</u> Section _____
<u><i>David J. Hitler</i></u>	<u>DAVID J. HITTER</u>	Lot <u>50</u> Block <u>1</u> Section _____
<u><i>Bao Dam</i></u>	<u>Bao Dam</u>	Lot <u>58</u> Block <u>1</u> Section _____
<u><i>Rick S. Hawthorne</i></u>	<u>Rick S. Hawthorne</u>	Lot <u>54</u> Block <u>1</u> Section _____
<u><i>Dorothy K. Campbell</i></u>	<u>Dorothy K. Campbell</u>	Lot <u>55</u> Block <u>1</u> Section _____
<u><i>Anne M. Rick</i></u>	<u>ANNE M. RICK</u>	Lot <u>56</u> Block <u>1</u> Section _____
<u><i>David Ragusa</i></u>	<u>DAVID RAGUSA</u>	Lot <u>57</u> Block <u>1</u> Section _____

WITNESS TO ALL SIGNATURES:

*Thomas D. Burnett*  
Printed Name: THOMAS D. BURNETT

THE STATE OF TEXAS §  
§  
COUNTY OF HARRIS §

BEFORE ME, a Notary Public in and for the State of Texas, on this day personally appeared *Thomas D. Burnett*, known to me to be the person whose name is subscribed as a witness to the foregoing Third Amendment to the Declaration of Covenants, Conditions and Restrictions for Jamestown Colony, and after being duly sworn by me stated on oath that he saw each of the persons who executed the foregoing instrument subscribe the same, that he signed the same as a witness at the request of each of said persons who executed the same, and that each person represented to him that such writing was signed for the express intents and purposes as set forth therein.

GIVEN UNDER MY HAND AND OFFICIAL SEAL OF OFFICE this 17 day of December, 1993.

*Thomas D. Burnett*

Signature	Printed Name	Legal Description
<u>[Signature]</u>	<u>Wayne M. Crum</u>	Lot <u>2</u> Block <u>5</u> Section _____
<u>[Signature]</u>	<u>RYAN B. HAAS</u>	Lot <u>3</u> Block <u>5</u> Section _____
<u>[Signature]</u>	<u>Russell T Ewy</u>	Lot <u>6</u> Block <u>5</u> Section _____
<u>[Signature]</u>	<u>David Ragusa</u>	Lot <u>7</u> Block <u>5</u> Section _____
<u>[Signature]</u>	<u>Jim WADE</u>	Lot <u>3</u> Block <u>4</u> Section _____
<u>[Signature]</u>	<u>KEN MAYEAH</u>	Lot <u>4</u> Block <u>4</u> Section _____
<u>[Signature]</u>	<u>Oella Gardner</u>	Lot <u>11</u> Block <u>4</u> Section _____
<u>[Signature]</u>	<u>CYNTHIA JACKSON</u>	Lot <u>15</u> Block <u>5</u> Section _____
<u>[Signature]</u>	<u>PAUL BELANDIER</u>	Lot <u>14</u> Block <u>5</u> Section _____
<u>[Signature]</u>	<u>Douglas Schomacher</u>	Lot <u>10</u> Block <u>5</u> Section _____
<u>[Signature]</u>	<u>ANGELA L. BICKFORD</u>	Lot <u>9</u> Block <u>5</u> Section _____
<u>[Signature]</u>	<u>Deborah N. Vasquez</u>	Lot <u>21</u> Block <u>6</u> Section _____
<u>M. T. O'LOO</u>	<u>MUSTANSIR DOHADWALA</u>	Lot <u>18</u> Block <u>6</u> Section _____
<u>[Signature]</u>	<u>David Krobuth</u>	Lot <u>36</u> Block <u>1</u> Section _____

WITNESS TO ALL SIGNATURES:

[Signature]  
Printed Name: THOMAS D BURNETT

THE STATE OF TEXAS §  
§  
COUNTY OF HARRIS §

BEFORE ME, a Notary Public in and for the State of Texas, on this day personally appeared Thomas D Burnett, known to me to be the person whose name is subscribed as a witness to the foregoing Third Amendment to the Declaration of Covenants, Conditions and Restrictions for Jamestown Colony, and after being duly sworn by me stated on oath that he saw each of the persons who executed the foregoing instrument subscribe the same, that he signed the same as a witness at the request of each of said persons who executed the same, and that each person represented to him that such writing was signed for the express intents and purposes as set forth therein.

GIVEN UNDER MY HAND AND OFFICIAL SEAL OF OFFICE this 17 day of September, 1993.

[Signature]  
NOTARY PUBLIC IN AND FOR  
THE STATE OF TEXAS

Signature	Printed Name	Legal Description
<u>Conn Fedigan</u>	<u>CONNIE FEDIGAN</u>	Lot ___ Block ___ Section ___
<u>Stuart Troxel</u>	<u>STEVEN L. TROXEL</u>	Lot ___ Block ___ Section ___
<u>Wayne Modgling</u>	<u>Wayne Modgling</u>	Lot ___ Block ___ Section ___
<u>John L. Fontenot Jr</u>	<u>JOHN L. FONTENOT JR</u>	Lot ___ Block ___ Section ___
<u>John Baugh</u>	<u>John Baugh</u>	Lot ___ Block ___ Section ___
<u>Douglas Jordan</u>	<u>Douglas Jordan</u>	Lot ___ Block ___ Section ___
<u>Daniel Sallee</u>	<u>DANIEL SALLEE</u>	Lot ___ Block ___ Section ___
<u>Bruce Foster</u>	<u>BRUCE FOSTER</u>	Lot ___ Block ___ Section ___
<u>Jim Bowman</u>	<u>JIM BOWMAN</u>	Lot ___ Block ___ Section ___
<u>Randy Schenberger</u>	<u>Randy Schenberger</u>	Lot ___ Block ___ Section ___
<u>Gregory L. Hall</u>	<u>GREGORY L. HALL</u>	Lot ___ Block ___ Section ___
<u>Danny Thomas</u>	<u>DANNY THOMAS</u>	Lot ___ Block ___ Section ___
_____	_____	Lot ___ Block ___ Section ___
_____	_____	Lot ___ Block ___ Section ___

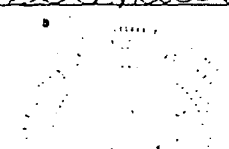
WITNESS TO ALL SIGNATURES:

Thomas D. Burnett  
Printed Name: THOMAS D. BURNETT

THE STATE OF TEXAS §  
§  
COUNTY OF HARRIS §

BEFORE ME, a Notary Public in and for the State of Texas, on this day personally appeared Thomas D. Burnett, known to me to be the person whose name is subscribed as a witness to the foregoing Third Amendment to the Declaration of Covenants, Conditions and Restrictions for Jamestown Colony, and after being duly sworn by me stated on oath that he saw each of the persons who executed the foregoing instrument subscribe the same, that he signed the same as a witness at the request of each of said persons who executed the same, and that each person represented to him that such writing was signed for the express intents and purposes as set forth therein.

GIVEN UNDER MY HAND AND OFFICIAL SEAL OF OFFICE this 17 day of November, 1993.



Marjorie Jones DeWitt  
NOTARY PUBLIC IN AND FOR  
THE STATE OF TEXAS

Signature	Printed Name	Legal Description
<u>William Crowe</u>	<u>William Crowe</u>	Lot <u>7</u> Block <u>1</u> Section <u>1</u>
<u>William Crowe</u>	<u>William Crowe</u>	Lot <u>3</u> Block <u>1</u> Section <u>1</u>
<u>Kyle A. Miller</u>	<u>KYLE A. MILLER</u>	Lot <u>1</u> Block <u>1</u> Section <u>1</u>
<u>Michael Miller</u>	<u>Michael Miller</u>	Lot <u>7</u> Block <u>3</u> Section <u>1</u>
<u>Steve Myers</u>	<u>Steve Myers</u>	Lot <u>33</u> Block <u>3</u> Section <u>74</u>
<u>Robert J. Smith</u>	<u>ROBERT J. SMITH</u>	Lot <u>32</u> Block <u>3</u> Section <u>1</u>
<u>T.H. Skopord</u>	<u>THOMAS A. SKOPORD</u>	Lot <u>31</u> Block <u>3</u> Section <u>1</u>
<u>John W. Green</u>	<u>JOHN W. GREEN</u>	Lot <u>1</u> Block <u>3</u> Section <u>1</u>
<u>Thomas C. Green</u>	<u>THOMAS C. GREEN</u>	Lot <u>27</u> Block <u>3</u> Section <u>1</u>
<u>Michael A. Hunt</u>	<u>Michael A. Hunt</u>	Lot <u>5</u> Block <u>1</u> Section <u>1</u>
<u>James E. Hunt</u>	<u>James E. Hunt</u>	Lot <u>9</u> Block <u>1</u> Section <u>1</u>
<u>Shirley A. Hunt</u>	<u>Shirley A. Hunt</u>	Lot <u>11</u> Block <u>1</u> Section <u>1</u>
<u>Pamela L. Hunt</u>	<u>Pamela L. Hunt</u>	Lot <u>16</u> Block <u>1</u> Section <u>1</u>
<u>Donald P. Hunt</u>	<u>Donald P. Hunt</u>	Lot <u>17</u> Block <u>1</u> Section <u>1</u>

WITNESS TO ALL SIGNATURES:

William Crowe  
Printed Name: William Crowe

THE STATE OF TEXAS §  
§  
COUNTY OF HARRIS §

BEFORE ME, a Notary Public in and for the State of Texas, on this day personally appeared WILLIAM B. CROWE, known to me to be the person whose name is subscribed as a witness to the foregoing Third Amendment to the Declaration of Covenants, Conditions and Restrictions for Jamestown Colony, and after being duly sworn by me stated on oath that he saw each of the persons who executed the foregoing instrument subscribe the same, that he signed the same as a witness at the request of each of said persons who executed the same, and that each person represented to him that such writing was signed for the express intents and purposes as set forth therein.

GIVEN UNDER MY HAND AND OFFICIAL SEAL OF OFFICE this 12th day of July, 1993.



Blanche Bale  
NOTARY PUBLIC IN AND FOR  
THE STATE OF TEXAS

Signature	Printed Name	Legal Description
<u>[Signature]</u>	<u>Tom McDevitt</u>	Lot <u>20</u> Block <u>1</u> Section <u>1</u>
<u>[Signature]</u>	<u>[Signature]</u>	Lot <u>21</u> Block <u>1</u> Section <u>1</u>
<u>[Signature]</u>	<u>[Signature]</u>	Lot <u>22</u> Block <u>1</u> Section <u>1</u>
<u>[Signature]</u>	<u>[Signature]</u>	Lot <u>23</u> Block <u>1</u> Section <u>1</u>
<u>[Signature]</u>	<u>[Signature]</u>	Lot <u>24</u> Block <u>1</u> Section <u>1</u>
<u>[Signature]</u>	<u>[Signature]</u>	Lot <u>25</u> Block <u>1</u> Section <u>1</u>
<u>[Signature]</u>	<u>[Signature]</u>	Lot <u>26</u> Block <u>1</u> Section <u>1</u>
<u>[Signature]</u>	<u>[Signature]</u>	Lot <u>27</u> Block <u>1</u> Section <u>1</u>
<u>[Signature]</u>	<u>[Signature]</u>	Lot <u>28</u> Block <u>1</u> Section <u>1</u>
<u>[Signature]</u>	<u>[Signature]</u>	Lot <u>29</u> Block <u>1</u> Section <u>1</u>
<u>[Signature]</u>	<u>[Signature]</u>	Lot <u>30</u> Block <u>1</u> Section <u>1</u>
<u>[Signature]</u>	<u>[Signature]</u>	Lot <u>31</u> Block <u>1</u> Section <u>1</u>
<u>[Signature]</u>	<u>[Signature]</u>	Lot <u>32</u> Block <u>1</u> Section <u>1</u>
<u>[Signature]</u>	<u>[Signature]</u>	Lot <u>33</u> Block <u>3</u> Section <u>1</u>
<u>[Signature]</u>	<u>[Signature]</u>	Lot <u>34</u> Block <u>3</u> Section <u>1</u>
<u>[Signature]</u>	<u>[Signature]</u>	Lot <u>25</u> Block <u>3</u> Section <u>1</u>
<u>[Signature]</u>	<u>[Signature]</u>	Lot <u>26</u> Block <u>3</u> Section <u>1</u>

WITNESS TO ALL SIGNATURES:

William Crowe  
Printed Name: William Crowe

THE STATE OF TEXAS §  
§  
COUNTY OF HARRIS §

BEFORE ME, a Notary Public in and for the State of Texas, on this day personally appeared WILLIAM B. CROWE, known to me to be the person whose name is subscribed as a witness to the foregoing Third Amendment to the Declaration of Covenants, Conditions and Restrictions for Jamestown Colony, and after being duly sworn by me stated on oath that he saw each of the persons who executed the foregoing instrument subscribe the same, that he signed the same as a witness at the request of each of said persons who executed the same, and that each person represented to he that such writing was signed for the express intents and purposes as set forth therein.

GIVEN UNDER MY HAND AND OFFICIAL SEAL OF OFFICE this 12th day of July, 1993.



Blanche Bale  
NOTARY PUBLIC IN AND FOR  
THE STATE OF TEXAS

Signature

*[Handwritten Signature]*

Printed Name

*[Handwritten Name]*

Legal Description

Lot 10 Block 7  
Section \_\_\_\_\_  
Lot 5 Block 1  
Section \_\_\_\_\_

DATE \_\_\_\_\_

Section \_\_\_\_\_

Lot \_\_\_\_\_ Block \_\_\_\_\_

Section \_\_\_\_\_

Lot \_\_\_\_\_ Block \_\_\_\_\_

Section \_\_\_\_\_

Lot \_\_\_\_\_ Block \_\_\_\_\_

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Section \_\_\_\_\_

Lot \_\_\_\_\_ Block \_\_\_\_\_

Section \_\_\_\_\_

Lot \_\_\_\_\_ Block \_\_\_\_\_

Section \_\_\_\_\_

WITNESS TO ALL SIGNATURES:

*[Handwritten Witness Name]*

Signature	Printed Name	Legal Description
<u>David L. Coleman</u>	<u>David L. Coleman</u>	Lot <u>2</u> Block <u>3</u> Section _____
<u>Janet S. Gardner</u>	<u>JANET S. GARDNER</u>	Lot <u>1</u> Block <u>3</u> Section _____
<u>Vivian Deneffe</u>	<u>Vivian Deneffe</u>	Lot <u>13</u> Block <u>2</u> Section _____
<u>MARIA WILLIAMS</u>	<u>MARIA WILLIAMS</u>	Lot <u>10</u> Block <u>3</u> Section _____
<u>CIRIL YOUNG</u>	<u>CIRIL YOUNG</u>	Lot <u>3</u> Block <u>2</u> Section _____
<u>RICHARD LEE JACKSON</u>	<u>RICHARD LEE JACKSON</u>	Lot <u>4</u> Block <u>2</u> Section _____
<u>MARK ROBERT WICHMAN</u>	<u>MARK ROBERT WICHMAN</u>	Lot <u>37</u> Block <u>2</u> Section _____
<u>Patsy B. Gibbs</u>	<u>Patsy B. Gibbs</u>	Lot <u>38</u> Block <u>2</u> Section _____
<u>JESUS M. PACHECO</u>	<u>JESUS M. PACHECO</u>	Lot <u>6</u> Block <u>6</u> Section _____
<u>Charles M. Reese</u>	<u>Charles M. Reese</u>	Lot <u>7</u> Block <u>6</u> Section _____
<u>MARK A. WALTON</u>	<u>MARK A. WALTON</u>	Lot <u>38</u> Block <u>4</u> Section _____
<u>Richard D. Bright</u>	<u>Richard D. Bright</u>	Lot <u>40</u> Block <u>4</u> Section _____
<u>Jim Onstott</u>	<u>Jim Onstott</u>	Lot <u>41</u> Block <u>4</u> Section _____
<u>EDW. GAVAGHER JR</u>	<u>EDW. GAVAGHER JR</u>	Lot <u>42</u> Block <u>4</u> Section _____

WITNESS TO ALL SIGNATURES:

Thomas D. Burnett  
Printed Name: Thomas D. Burnett

THE STATE OF TEXAS §  
§  
COUNTY OF HARRIS §

BEFORE ME, a Notary Public in and for the State of Texas, on this day personally appeared Thomas D. Burnett, known to me to be the person whose name is subscribed as a witness to the foregoing Third Amendment to the Declaration of Covenants, Conditions and Restrictions for Jamestown Colony, and after being duly sworn by me stated on oath that he saw each of the persons who executed the foregoing instrument subscribe the same, that he signed the same as a witness at the request of each of said persons who executed the same, and that each person represented to him that such writing was signed for the express intents and purposes as set forth therein.

GIVEN UNDER MY HAND AND OFFICIAL SEAL OF OFFICE this 17 day of December, 1993.

Thomas D. Burnett  
NOTARY PUBLIC IN AND FOR  
THE STATE OF TEXAS



Signature	Printed Name	Legal Description
<u>[Signature]</u>	<u>Louis E. Westra</u>	Lot <u>6</u> Block <u>3</u> Section _____
<u>Sharla Papitto</u>	<u>Sharla Papitto</u>	Lot <u>9</u> Block <u>3</u> Section _____
<u>Jeffery A. Oliva</u>	<u>JEFFERY A. OLIVA</u>	Lot <u>51</u> Block <u>4</u> Section _____
<u>Kirk W. Malveaux</u>	<u>Kirk W. Malveaux</u>	Lot <u>50</u> Block <u>4</u> Section _____
<u>Leonard B. Lee</u>	<u>LEONARD B. LEE</u>	Lot <u>25</u> Block <u>6</u> Section _____
<u>Pamela Jurica</u>	<u>Pam Jurica</u>	Lot <u>24</u> Block <u>6</u> Section _____
<u>Sue Cirilli</u>	<u>Sue Cirilli</u>	Lot <u>18</u> Block <u>4</u> Section _____
<u>Mark R. Rawsa</u>	<u>MARK RAWSA</u>	Lot <u>19</u> Block <u>4</u> Section _____
<u>Steve Croy</u>	<u>Steve Croy</u>	Lot <u>20</u> Block <u>4</u> Section _____
<u>Scott R. Duliban</u>	<u>SCOTT R. DULIBAN</u>	Lot <u>22</u> Block <u>4</u> Section _____
<u>Sherry Kinard</u>	<u>Sherry Kinard</u>	Lot <u>24</u> Block <u>4</u> Section _____
<u>Kirk Barrell</u>	<u>Kirk Barrell</u>	Lot <u>26</u> Block <u>4</u> Section _____
<u>Margorie Funderburk</u>	<u>MARGORIE FUNDERBURK</u>	Lot <u>27</u> Block <u>4</u> Section _____
<u>Bill Funderburk</u>	<u>BILL FUNDERBURK</u>	Lot <u>28</u> Block <u>4</u> Section _____

WITNESS TO ALL SIGNATURES:

[Signature]  
Printed Name: Thomas P. Burnett

THE STATE OF TEXAS §  
§  
COUNTY OF HARRIS §

BEFORE ME, a Notary Public in and for the State of Texas, on this day personally appeared Thomas P. Burnett, known to me to be the person whose name is subscribed as a witness to the foregoing Third Amendment to the Declaration of Covenants, Conditions and Restrictions for Jamestown Colony, and after being duly sworn by me stated on oath that he saw each of the persons who executed the foregoing instrument subscribe the same, that he signed the same as a witness at the request of each of said persons who executed the same, and that each person represented to him that such writing was signed for the express intents and purposes as set forth therein.

GIVEN UNDER MY HAND AND OFFICIAL SEAL OF OFFICE this 17 day of December, 1993.

[Signature]  
NOTARY PUBLIC IN AND FOR  
THE STATE OF TEXAS

Signature	Printed Name	Legal Description
<u>Wayne A. Bunk</u>	<u>WAYNE A. BUNK</u>	Lot <u>29</u> Block <u>4</u> Section _____
<u>Lance Karmozit</u>	<u>LANCE KARMOZIT</u>	Lot <u>31</u> Block <u>4</u> Section _____
<u>Chris L. Thompson</u>	<u>CHRIS L. THOMPSON</u>	Lot <u>32</u> Block <u>4</u> Section _____
<u>Fiam Nijugwa</u>	<u>MIAN MIHA NGUYEN</u>	Lot <u>34</u> Block <u>4</u> Section _____
_____	_____	Lot _____ Block _____ Section _____
_____	_____	Lot _____ Block _____ Section _____
_____	_____	Lot _____ Block _____ Section _____

4/16

_____	_____	Lot _____ Block _____ Section _____
_____	_____	Lot _____ Block _____ Section _____
_____	_____	Lot _____ Block _____ Section _____
_____	_____	Lot _____ Block _____ Section _____
_____	_____	Lot _____ Block _____ Section _____
_____	_____	Lot _____ Block _____ Section _____

WITNESS TO ALL SIGNATURES:

Thomas D. Brunett  
Printed Name: THOMAS D. BRUNETT

THE STATE OF TEXAS §  
§  
COUNTY OF HARRIS §

BEFORE ME, a Notary Public in and for the State of Texas, on this day personally appeared Thomas D. Brunett, known to me to be the person whose name is subscribed as a witness to the foregoing Third Amendment to the Declaration of Covenants, Conditions and Restrictions for Jamestown Colony, and after being duly sworn by me stated on oath that he saw each of the persons who executed the foregoing instrument subscribe the same, that he signed the same as a witness at the request of each of said persons who executed the same, and that each person represented to him that such writing was signed for the express intents and purposes as set forth therein.

GIVEN UNDER MY HAND AND OFFICIAL SEAL OF OFFICE this 17 day of December, 1993.

Thomas D. Brunett  
NOTARY PUBLIC IN AND FOR  
THE STATE OF TEXAS

12  
AFTER RECORDING RETURN TO:  
Michael T. Gainer, Attorney  
5100 Westheimer, Suite 390