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Houston, Texas 77062

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COPY

February 26, 2007

Ms. Mary Ann Daigle
County Clerk
P.O. Box 2450
Galveston, Texas 77553-2450

RE: Second Amended Annexation Declaration of Covenants, Conditions and Restrictions for
Bay Colony Northpointe, Section One

Dear Ms. Daigle:

Enclosed is the Second Amended Annexation Declaration of Covenants, Conditions and Restrictions for Bay Colony Northpointe, Section One. Please record this document in the Real Property Records of Galveston County, and return a copy of the original recorded instrument to me in the self-addressed stamped envelope provided for your convenience.

Enclosed is our firm check in the amount of \$24.00 for your required fees.

Thank you for your attention to this matter.

Yours truly,

Shari Jenkins
Legal Assistant to
Dick H. Gregg, III

:sj

Enclosures

cc: Bay Colony Northpointe
c/o Kelly Smalley
Todd Land Company
1800 West Loop South
Suite 1075
Houston, Texas 77027

**SECOND AMENDED DECLARATION OF COVENANTS, CONDITIONS AND
RESTRICTIONS FOR BAY COLONY NORTHPOINTE, SECTION ONE**

THE STATE OF TEXAS §
 §
COUNTY OF GALVESTON §

THIS SECOND AMENDED DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR BAY COLONY NORTHPOINTE, SECTION ONE is made on the 14th day of February, 2007.

Whereas, Declarant was the owner of certain real property (the surface estate of which is hereinafter called and referred to as the "Property" or "Bay Colony Northpointe"), heretofore subdivided into that certain subdivision known as BAY COLONY NORTHPOINTE, SECTION ONE, as reflected on the 28.34 acre plat recorded in 2004A Maps Number 175, 176 Records of Galveston County, Texas (the "Subdivision Plat"), to which recorded Subdivision Plat reference is hereby made for all purposes; and

Whereas, on or about the 28th day of February, 2005, BAY COLONY NORTHPOINTE, L.P ("Declarant") executed and subsequently filed the DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR BAY COLONY NORTHPOINTE, SECTION ONE ("Original Declaration"), recorded in the Official Property Records of Real Property of Galveston County, Texas under Clerk's File No. GAC 2005015589.

Whereas, on or about the 18th day of April, 2006, BAY COLONY NORTHPOINTE, L.P ("Declarant") executed and subsequently filed the FIRST AMENDED DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR BAY COLONY NORTHPOINTE, SECTION ONE ("Original Declaration"), recorded in the Official Property Records of Real Property of Galveston County, Texas under Clerk's File No. GAC 2006025120.

Whereas, pursuant to Article IX, Section 4 of the Original Declaration regarding Amendments by Declarant, the Declarant shall have and reserves the right at, any time and from time to time, without the joinder or consent of any other party, to amend this Declaration by any instrument in writing duly signed, acknowledged, and filed for record for the purpose of correcting any typographical or grammatical error, ambiguity or inconsistency appearing herein, provided that any such amendment shall be consistent with and in furtherance of the general plan and scheme of development as evidenced by The Declaration, and shall not impair or attest the vested property or other rights of any Owner or his mortgagee.

Whereas, Declarant has discovered that a provisions in the Original Declaration need to be changed to make the Original Declaration consistent with the manner by which Declarant intended for the community to appear; specifically, two trees to be required in each yard, and grass sod in the entire yard, and secondly to make certain fences are mandatory at 8 feet in height and capped at the top and rot boards at the bottom and uniform looking.

NOW THEREFORE, Declarant, Bay Colony Northpointe, L.P. amends the following Article VIII in the Original Declaration, and all other provisions shall remain the same and shall continue in full force and effect, and the amended sections shall read as follows:

Section 20. The Owner of each Lot, as a minimum, shall plant and maintain grass sod over his or her entire front yard, and shall plant at least two (2) trees between the Living Unit and the curb line(s) of the abutting street(s), such trees to be of a minimum three inch (3") caliber. In the event that a property owner at the time of the execution of this Amendment only has one (1) tree between the Living Unit and the curb line (s) of the abutting street(s), Declarant, with the permission of the Owner, has the right, but not the obligation, to plant, at Declarant's expense, a second tree.

Section 21. The Owner of each Lot shall be required to completely fence in his or her back yard, and shall maintain and repair such fence in accordance with the provisions of Article VII hereof. Unless the Architectural Control Committee shall otherwise agree, all fences shall be constructed of wood, and shall not be less than six feet (6') nor more than eight feet (8') in height, and shall have capping at the top, rot board at the bottom, and the pickets shall be in the outside and fence posts and lateral materials shall be on the inside and not visible from the public streets; provided however, all fences that abut FM646 must be eight feet (8') in height and shall uniformly be capped at the top, rot board at the bottom, and the pickets shall be in the outside and fence posts and lateral materials shall be on the inside and not visible from the public streets. The Architectural Control Committee may promulgate guidelines specifying among other details the exact measurements and type of materials to be used for the capping, rot boards, pickets and any other details regarding any fence. Chain link fences are expressly prohibited. If a fence is erected along the common boundary between two (2) Lots, each adjoining Owner shall be responsible for maintaining said fence, and, in the event one Owner repairs or replaces the fence, he or she shall be entitled to reimbursement for one-half (1/2) of the cost from the adjoining Owner.

All other provisions in the Declaration of Covenants, Conditions, and Restrictions for Bay Colony, Section One, and the First Amended Declaration shall remain in full force and effect.

In witness whereof, this SECOND AMENDED DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR BAY COLONY NORTHPOINTE, SECTION ONE is executed the 14th day of February, 2007.

BAY COLONY NORTHPOINTE,
L.P., a Texas limited partnership by
its General Partner, Tyee
Management, LLC.

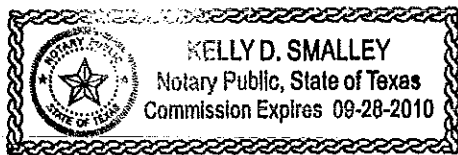
By: Tyler D. Todd, Jr.
Tyler D. Todd, Jr. President

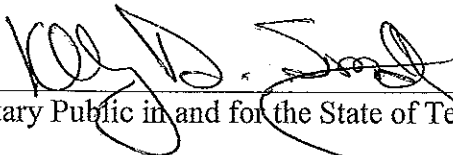
The State of Texas

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§
§

County of Harris

This instrument was acknowledged before me on 14th day of February, 2007 by Tyler D. Todd, Jr., President of Tyee Management, LLC., General Partner for BAY COLONY NORTHPOINTE, L.P., a Texas limited partnership, on behalf of said General Partner.





Notary Public in and for the State of Texas