

019-51-1380

**FIRST AMENDMENT TO
(i) RESERVATIONS AND RESTRICTIONS OF SPANISH GRANT, SECTION 11
(ii) RESERVATIONS AND RESTRICTIONS OF SPANISH GRANT, SECTION 12**

This Amendment amends: (i) "Reservations and Restrictions of Spanish Grant, Section 11", recorded in Book 1938, Page 202 of the Deed of Trust Records of Galveston County, Texas; and (ii) "Reservations and Restrictions of Spanish Grant, Section 12", recorded in Book 1938, Page 178 of the Deed of Trust Records of Galveston County, Texas.

**THE STATE OF TEXAS §
 §
COUNTY OF GALVESTON §**

KNOW ALL MEN BY THESE PRESENTS:

This First Amendment ("First Amendment") to (i) Reservations and Restrictions of Spanish Grant, Section 11, and (ii) Reservations and Restrictions of Spanish Grant, Section 12, dated effective as of the date set forth herein, is made and executed by the undersigned Owners of Lots (hereinafter defined) in the Spanish Grant Section 11 Subdivision (hereinafter defined) and the Spanish Grant Section 12 Subdivision (hereinafter defined) as follows, to-wit:

WITNESSETH:

WHEREAS, JAMAICA RESORT CORPORATION, a Texas Corporation, heretofore executed that certain "Reservations and Restrictions of Spanish Grant, Section 11", recorded in Book 1938, Page 202 of the Deed of Trust Records of Galveston County, Texas (the "Section 11 Restrictions" herein); said Section 11 Restrictions covering and affecting all those certain 56 lots ("Lot" or "Lots" herein) in Spanish Grant, Section 11, as shown by map or plat filed in Volume 1616, page 151 of the Map Records of Galveston County, Texas (the "Spanish Grant Section 11 Subdivision"); and

WHEREAS, JAMAICA RESORT CORPORATION, a Texas Corporation, heretofore executed that certain "Reservations and Restrictions of Spanish Grant, Section 12", recorded in Book 1938, Page 178 of the Deed of Trust Records of Galveston County, Texas (the "Section 12 Restrictions" herein); said Section 12 Restrictions covering and affecting all those certain 43 lots ("Lot" or

"Lots" herein) in Spanish Grant, Section 12, as shown by map or plat filed in Volume 1616, Page 152 of the Map Records of Galveston County, Texas (the "Spanish Grant Section 12 Subdivision"); and

WHEREAS, the Section 11 Restrictions provide that, as to any amendment made at any time other than a prescribed date of automatic extension (as more fully described therein), that the Section 11 Restrictions may be amended by instruments signed by two-thirds of the Owners of record of Lots in the Section 11 Subdivision; and

WHEREAS, the Section 12 Restrictions provide that, as to any amendment made at any time other than a prescribed date of automatic extension, that the Section 12 Restrictions may be amended by instruments signed by two-thirds of the Owners of record of Lots in the Section 12 Subdivision; and

WHEREAS, by their respective signatures set forth in Exhibit "A" attached hereto, as certified to be true and correct by the Certificate attached to this First Amendment, the undersigned Owners of Lots in the Section 11 Subdivision (same constituting at least two-thirds of the Owners of record of Lots in the Section 11 Subdivision), and the undersigned Owners of Lots in the Section 12 Subdivision (same constituting at least two-thirds of the Owners of record of Lots in the Section 12 Subdivision) hereby approve the changes and amendments to the Section 11 Restrictions and the Section 12 Restrictions in the manner set forth hereinbelow,

NOW, THEREFORE, for and in consideration of the premises, the Section 11 Restrictions and the Section 12 Restrictions shall be deemed amended as follows:

A) "Amendment A":

1. The amendments set forth in this Amendment A amend: (i) as to the Section 11 Restrictions, the paragraphs under the heading "Maintenance Charge" shown on page fourteen (Book 1938, Page 215, Deed of Trust Records, Galveston County, Texas) and continuing to Page 18 (Book 1938, Page 219, Deed of Trust Records, Galveston County, Texas), and (ii) as to the Section 12 Restrictions, the paragraphs under the heading "Maintenance Charge" shown on page fourteen (Book 1938, Page 191, Deed of Trust Records, Galveston County, Texas, and continuing to Page 18 (Book 1938, Page 195, Deed of Trust Records, Galveston County, Texas). The foregoing provisions of the Section 11 Restrictions and the Section 12 Restrictions are collectively referred to herein as the "Original Maintenance Charge Provisions".

(a) The Original Maintenance Charge Provisions shall be and are hereby amended in the following particulars:

- (i) The amount of the annual maintenance charge for which each Lot in the Section 11 Subdivision and each Lot in the Section 12 Subdivision shall be subject shall be increased to an amount not to exceed Two Hundred and No/100 Dollars (\$200.00) per calendar year (the "Maximum Assessment").

The Board of Directors of the Spanish Grant Civic Association, a Texas non-profit Corporation (the "Association"), same being the "Civic Association" referenced in the Original Maintenance Charge Provisions shall set the amount of the annual maintenance charge for a specific year or number of years pursuant to resolution(s) applying uniformly to all Lots in the Section 11 Subdivision and all Lots in the Section 12 Subdivision, however, the amount of such annual maintenance charge shall not exceed the Maximum Assessment.

The annual maintenance charge shall be payable annually by the Owner of each Lot for the period beginning January 1 of each year through December 31 of each year, beginning January 1, 2004 (or the January next succeeding the effective date of the approval of these amended provisions, whichever occurs first), and each succeeding year thereafter until or unless amended, modified, or terminated as provided in the Original Maintenance Charge Provisions, to the Association, at such address as may be designated by the Board of Directors of the Association from time to time to have for the purpose of creating and funding the "Maintenance Fund" described in the Original Maintenance Charge Provisions.

The annual maintenance charge shall be due on or before thirty (30) days after each Owner is invoiced therefor.

- (ii) The Association is the "Civic Association" referenced in the Original Maintenance Charge Provisions, and the Association shall collect and commingle the annual maintenance charge only from Lot Owners of the Section 11 Subdivision and the Section 12 Subdivision for the purpose of funding the Maintenance Fund. No other subdivision or section of Spanish Grant is or shall be subject to the Section 11 Restrictions or the Section 12 Restrictions.
- (iii) The "Maintenance Expense" as described in the Original Maintenance Charge Provisions shall be amended by deleting therefrom the following: "constructing, improving, and maintaining any marinas, boat docking facilities, navigational facilities and aids", and "subsidizing bus or transportation service" and adding thereto the following: "sand or beach renourishment projects, installation and maintenance of dune protection systems or devices". Further, the purposes associated with such Maintenance Expenses as described in the Original Maintenance Charge

Provisions, as amended hereby, shall be deemed permissive and not mandatory, and the Association shall never be obligated to perform any or all of such purposes associated with such Maintenance Expenses.

2. Except as specifically set forth above, or as may be reasonably necessary to evidence the intent of the foregoing Amendment A, the remaining provisions of the Original Maintenance Charge Provisions shall remain as written and shall be valid and subsisting and in full force and effect, as modified by the hereinabove Amendment A.
3. That the Amendment A to the Section 11 Restrictions and the Section 12 Restrictions as set forth herein shall not be effective until and unless such Amendment A is approved by the Owners of record of two-thirds of the Lots in the Section 11 Subdivision (1 vote per Lot) and by the Owners of record of two-thirds of the Lots in the Section 12 Subdivision (1 vote per Lot). The "Effective Date" of the Amendment A of this First Amendment shall be the date that one or more originals of this First Amendment, evidencing such requisite approval, is/are recorded in the County Clerk's Records (Real Property) of Galveston County, Texas.

B) "Amendment B":

1. The amendments set forth in this Amendment B amend: (i) as to the Section 11 Restrictions, the paragraphs under the heading "Maintenance Charge" shown on page fourteen (Book 1938, Page 215, Deed of Trust Records, Galveston County, Texas) and continuing to Page 18 (Book 1938, Page 219, Deed of Trust Records, Galveston County, Texas), and (ii) as to the Section 12 Restrictions, the paragraphs under the heading "Maintenance Charge" shown on page fourteen (Book 1938, Page 191, Deed of Trust Records, Galveston County, Texas, and continuing to Page 18 (Book 1938, Page 195, Deed of Trust Records, Galveston County, Texas). The foregoing provisions of the Section 11 Restrictions and the Section 12 Restrictions are collectively referred to herein as the "Original Maintenance Charge Provisions".
 - (a) In addition to the annual maintenance charge set forth in the Original Maintenance Charge Provisions (as same may be amended from time to time), at any time or from time to time, the Association, acting by and through its Board of Directors, shall have the authority to levy a special maintenance charge assessment against the Lots in the Section 11 Subdivision and the Section 12 Subdivision, which shall be in addition to the annual maintenance charges described in the Original Maintenance Charge Provisions (as same may be amended from time to time), for the payment of Maintenance Expenses (as described in the Original Maintenance Charge Provisions (or as same may be amended from time to time), to be paid in such manner (whether lump sum, installment payment, etc.) as set by the Board of Directors of the Association. Any such special maintenance charge assessment so levied shall be deemed to constitute a portion of the "annual maintenance charge" and may be collected in the same manner as the "annual maintenance charge" due to the Association. Any such special maintenance charge need not be uniform in amount and need not be applicable to all Lots. Provided, however, that no such special maintenance charge assessment shall be

levied unless the amount of such special maintenance charge assessment, the purpose of such special maintenance charge assessment, the manner of payment thereof, and the proposed allocation among the Lots (if not uniform in amount) is approved by the majority of the members of the Association (the members of the Association constituting all of Lot owners in Spanish Grant, Section 11 and Spanish Grant, Section 12), as described below, in any one of the following ways, as determined by the Board of Directors of the Association:

- (i) By the affirmative vote of a majority of all the members of the Association, at any annual or special meeting of the members of the Association where the notice of such meeting included the specifics of the proposed special maintenance charge assessment (i.e. amount, purpose, manner of payment, and proposed allocation among the Lots if not uniform); or
- (ii) By a written consent, signed by a majority of all of the members of the Association, distributed in one or more counterparts among the members of the Association, which consent shall include the specifics of the proposed special maintenance charge assessment (i.e. amount, purpose, manner of payment, and proposed allocation among the Lots if not uniform); such consents shall set forth a specific time period, not to exceed sixty (60) days, after the initial distribution of such written consents, for the final return of all such written consents to the Association for tabulation, each member, reserving the right to withdraw his or her name from the consent by an instrument in writing furnished to the Association prior to such final return date; or
- (iii) By ballots sent by mail, e-mail, or personal delivery (or any combination of the foregoing) to all members of the Association soliciting the affirmative vote of a majority of all members of the Association as to such special maintenance charge assessment, where the ballot shall include the specifics of the proposed special maintenance charge assessment (i.e. amount, purpose, manner of payment, and proposed allocation among the Lots if not uniform); such ballots shall set forth a specific time period, not to exceed sixty (60) days for the final return of any such ballots to the Association for tabulation, each member, reserving the right to change his or her vote by an instrument in writing furnished to the Association prior to such final return date.

The "approval by the majority of the Members of the Association", "affirmative vote of a majority of all of the Members of the Association", and "majority of all of the Members as used in this paragraph 1(a) shall mean, for the purposes of this Paragraph 1(a) only, the following: (i) if the proposed special maintenance charge assessment will be uniform in amount and applicable as to all Lots, the majority of all members of the Association in good standing, one (1) vote per Lot; and (ii) if the proposed special maintenance charge assessment is not uniform in amount or not applicable to all Lots, the majority of those members of the Association in good standing whose Lots are subject to such special maintenance charge, one (1) vote per Lot, however such vote as to such each specific Lot

subject to such proposed special maintenance charge assessment shall be weighted, and calculated as a percentage of the proportionate share of such proposed special maintenance charge applicable to such specific Lot as same relates to the total of all of the proposed special maintenance charge assessments against all Lots so affected. "In good standing" as used above shall be deemed to mean that such Member is current in the payment of all annual maintenance charge levied against such member's Lot.

- (b) The Association is the "Civic Association" referenced in the Original Maintenance Charge Provisions, and the Association shall collect and commingle the annual maintenance charge only from Lot Owners of the Section 11 Subdivision and the Section 12 Subdivision for the purpose of funding the Maintenance Fund. No other subdivision or section of Spanish Grant is or shall be subject to the Section 11 Restrictions or the Section 12 Restrictions.
 - (c) The "Maintenance Expense" as described in the Original Maintenance Charge Provisions shall be amended by deleting therefrom the following: "constructing, improving, and maintaining any marinas, boat docking facilities, navigational facilities and aids", and "subsidizing bus or transportation service" and adding thereto the following: "sand or beach renourishment projects, installation and maintenance of dune protection systems or devices". Further, the purposes associated with such Maintenance Expenses as described in the Original Maintenance Charge Provisions, as amended hereby, shall be deemed permissive and not mandatory, and the Association shall never be obligated to perform any or all of such purposes associated with such Maintenance Expenses.
2. Except as specifically set forth above, or as may be reasonably necessary to evidence the intent of the foregoing Amendment B, the remaining provisions of the Original Maintenance Charge Provisions shall remain as written and shall be valid and subsisting and in full force and effect, as modified by the hereinabove Amendment B.
 3. That the Amendment B to the Section 11 Restrictions and the Section 12 Restrictions as set forth herein shall not be effective until and unless such Amendment B is approved by the Owners of record of two-thirds of the Lots in the Section 11 Subdivision (1 vote per Lot) and by the Owners of record of two-thirds of the Lots in the Section 12 Subdivision (1 vote per Lot). The "Effective Date" of the Amendment B of this First Amendment shall be the date that one or more originals of this First Amendment evidencing such requisite approval, is/are recorded in the County Clerk's Records (Real Property) of Galveston County, Texas.

The foregoing amendments have been approved, verified, and accepted by the undersigned owners of the respective Lots in the Section 11 Subdivision and the Section 12 Subdivision as shown on Exhibit "A" attached hereto and incorporated herein for all purposes.

**CERTIFICATE OF THE PRESIDENT
OF
SPANISH GRANT CIVIC ASSOCIATION**

The undersigned, being the President of the Board of Directors of Spanish Grant Civic Association, a Texas non-profit Corporation (the "Association") hereby certifies that the attached Exhibit "A", Pages 1 through 69 is/are a true and correct copies of the originals of such documents.

Lucy Rangel
Lucy Rangel
President of Spanish Grant Civic Association,
a Texas non-profit Corporation

STATE OF TEXAS §
 §
COUNTY OF HARRIS §

This instrument was acknowledged before me on this 7th day of November, 2003 by Lucy Rangel, President of Spanish Grant Civic Association, a Texas non-profit Corporation, on behalf of such corporation.



Carolyn Gordon
Notary Public / State of Texas