

\$ 44.00

RETURN TO:
COMMERCE TITLE COMPANY
2728 NORTH HARWOOD
IC II, 4TH FLOOR
DALLAS, TX 75201

Upon recording, please return to:
W. Russell Toates
Legal Department
Centex Destination Properties
2728 North Harwood
Dallas, Texas 75201

STATE OF TEXAS

Cross-Reference to:
Document No. 2004054134
Galveston County, Texas Records

COUNTY OF GALVESTON

**AMENDMENT TO THE DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS FOR POINTE WEST**

THIS AMENDMENT is made this 22nd day of December 2005, by Centex Homes, a Nevada general partnership, d/b/a Centex Destination Properties ("Declarant").

WITNESSETH:

WHEREAS, Declarant prepared and filed of record that certain Declaration of Covenants, Conditions and Restrictions for Pointe West in the Official Public Records of Galveston County, Texas in Document No. 2004054134, as supplemented by that certain Supplemental Declaration of Covenants, Conditions and Restrictions for Pointe West recorded in Document No. 2004082449 of the aforesaid records, and by that certain Supplemental Declaration of Covenants, Conditions and Restrictions for Pointe West recorded in Document No. 2005022914 of the aforesaid records; and by that certain Supplemental Declaration of Covenants, Conditions and Restrictions for Pointe West recorded in Document No. 2005075906 of the aforesaid records (such instruments, and as may be further amended and supplemented from time to time, are referred to collectively as the "Declaration");

WHEREAS, Section 21.1 of the Declaration provides that Declarant may, to the fullest extent permitted by law, unilaterally amend the Declaration for any purpose during the Class "B" Control Period;

WHEREAS, the Class "B" Control Period is still in existence as of the date of this Amendment;

WHEREAS, it is the intent of the Declarant to create a covenant that touches and concerns the land, that runs with title to the land and that shall be binding on all future owners of the land subject to the Declaration subject to the terms herein;

WHEREAS, this Amendment is permitted by law;

NOW, THEREFORE, pursuant to the powers retained by the Declarant under the Declaration, Declarant hereby amends the Declaration as follows:

ARTICLE 1

Definitions

Except as set forth herein, the definitions set forth in Article II, Section 2.1 of the Declaration are incorporated herein by reference and supplemented by adding the following definitions to Article II of the Declaration:

(xx) "Club": The Pointe West Club as defined by the Club Documents.

(yy) "Club Documents": The Pointe West Resort Membership Agreement, the Membership Plan for The Pointe West Club, the rules and regulations promulgated by the Club Owner and all of the instruments and documents referred to therein, as each may be supplemented and amended from time to time.

(zz) "Club Facilities": Certain real property and any improvements and Amenities thereon which are located adjacent to or in the vicinity of the Community and which may be owned by the Club Owner or its successors or assigns and are operated by the Club Owner pursuant to the Club Documents. The Club Facilities are hereby designated by Declarant as Private Amenities.

(aaa) "Club Owner": Any entity, which may be Declarant, an Affiliate of Declarant, and/or such other third party determined by Declarant, which owns or operates all or any portion of the Club or the Club Facilities. The Club Owner, initially, shall be PWH Hospitality Group, LLC, a Texas limited liability company.

ARTICLE 2

Club Membership

A new Article XXII shall be added to the Declaration, which Article shall read as follows:

ARTICLE XXII CLUB MEMBERSHIP

22.1 Club Membership and Other Club Matters.

(a) Applicability. This Article shall apply to all Lots other than the Lots listed on Exhibit "A" to this Amendment to the Declaration of Covenants, Conditions and Restrictions for Pointe West (the "Club Service Area Lots"), which exhibit is attached hereto and by this reference made a part hereof. The term "Lot" as hereinafter used in this Article shall have the same meaning as set forth in the Declaration, less and except the Club Service Area Lots.

(b) Mandatory Resort Membership. Except as provided above, every Owner of a Lot, other than Declarant, shall maintain, at a minimum, a Resort Membership (as defined by the Club Documents) in the Club. Should the Club amend the Club Documents to rename the Resort Membership, then the renamed category of membership in the Club Documents shall be deemed to be the Resort Membership for purposes of this Declaration without the need to amend this Declaration to identify the renamed category. Pursuant to the terms hereof and in accordance with the Club Documents, the Club shall issue one (1) Resort Membership for each Lot. If a Lot is owned by more than one (1) Person, the Club may issue additional memberships as provided in the Club Documents; however, only one (1) Resort Membership may be transferred upon the sale or conveyance of a Lot. Upon the closing of a Lot and in accordance with the Club Documents, the Resort Membership shall entitle the Owner of a Lot and all family members, domestic partners, tenants, renters and guests (collectively, the "Permittees") of such Owner to membership privileges in the Club in accordance with the Club Documents. All Owners of a Lot and their Permittees shall be subject to the usage requirements established by the Club in the Club's sole discretion. Every Owner of a Lot shall be subject to the Club Documents. The Resort Membership does not include any privileges to use any marina Declarant may develop in or adjacent to Pointe West. Owners shall have no right of reimbursement or refund for fees or deposits related to the Resort Membership, and the Resort Membership is non-transferable except in connection with the sale of the Lot relating to such Resort Membership.

(c) Mandatory Resort Membership Dues. Every Owner shall be responsible for the payment of any and all dues, fees and other charges established or allocated by the Club presently or in the future in accordance with the Club Documents, including but not limited to annual dues for a Resort Membership (collectively "Resort Dues and Charges"). The obligation to pay the Resort Dues and Charges shall be enforceable pursuant to the terms of the Club Documents and the Declaration. The Club shall be entitled to directly charge and collect Resort Dues and Charges from each Owner of a Lot in accordance with the Club Documents. Resort Dues and Charges shall be payable by each Lot Owner to the Club without offset, diminution or abatement for any reason. By accepting a deed or entering into a contract of sale for a Lot, each Owner is deemed to have notice of liability for the Resort Dues and Charges and to covenant and agree to pay the Resort Dues and Charges as established by the Club.

Unless paid in full when due, Resort Dues and Charges shall be subject to interest, at a rate to be set by the Club (computed from the due date of the Resort Dues and Charges and subject to the maximum interest rate limitations of Texas law), and a monthly service charge of one and one-half percent (1½%), computed from the date of the statement. All Resort Dues and Charges, together with any interest, applicable service charges, Legal Costs of collection and reasonable attorney's fees shall be the personal obligation of the Owner of such Lot at the time the Resort Dues and Charges arose. Upon a transfer of title to a Lot, the grantee shall be jointly and severally liable for any Resort Dues and Charges due to the Club at the time of conveyance. No Owner of a Lot shall be exempt from liability for Resort Dues and Charges by non-use of the Club Facilities, suspension of such Owners use privileges at the Club, abandonment of such Owner's Lot or any other means, except as may be provided in the Club Documents. The obligation to pay Resort Dues and Charges is a separate and independent covenant on the part of each Lot Owner, which covenant touches and concerns each Lot and runs with title to each Lot.

(d) Lien for Resort Membership Dues. The Club shall have a lien against each Lot to secure payment of delinquent Resort Dues and Charges, as well as interest at a rate to be set by the Club (subject to the maximum interest rate limitations of Texas law), service charges, costs of collection and reasonable attorneys' fees. Such lien shall be superior to all other liens, except (i) the liens of all taxes, bonds, assessments and other levies which by law would be superior, (ii) the lien or charge of any first Mortgage of record (meaning any recorded Mortgage with first priority over other Mortgages) made in good faith and for value and (iii) the lien(s) of the Association pursuant to Section 8.7 of the Declaration, regardless of the date of recording of such lien(s). The Club's lien may be enforced by suit, judgment and judicial or non-judicial foreclosure as permitted under Texas law.

The sale or transfer of any Lot shall not affect the Club's assessment lien or relieve such Lot from the lien for any subsequent Club assessments. No first mortgagee who obtains title to a Lot by exercising the remedies provided in its Mortgage shall be liable for unpaid Resort Dues and Charges or other charges which accrued prior to such acquisition of title. Such mortgagee shall have no right to exercise the Club membership rights appurtenant to the Lot.

22.2 Club Membership Agreement. The Club Owner may require Lot Owners to sign a membership agreement prior to using the Club Facilities. An Owner's failure to sign a membership agreement shall not excuse the Owner from any obligations set forth in the Declaration, as amended, including but not limited to the Owner's obligation to pay the Resort Dues and Charges and such other fees or charges established by the Club and assessed against the Owner's Lot. Use of the Club Facilities shall at all times be subject to the Club Documents.

22.3 Upgraded Membership. The Club may offer a variety of memberships levels over and above the mandatory Resort Membership. If offered, each Lot Owner may be provided the opportunity to upgrade such Owner's Resort Membership, subject to availability and the Club Documents. Any Owner upgrading such Owner's Resort Membership shall receive a credit against the required Resort Membership Dues upon the payment of dues related to the upgraded membership category, but shall not be excused from paying Resort Membership Dues. If a Lot Owner terminates such upgraded membership, the Resort Membership and the obligation to pay Resort Dues and Charges shall continue and shall not be terminated.

22.4 Conveyance to Association and Assumption of Maintenance Responsibilities. The Association is obligated to accept any and all conveyances to it by the Club Owner of fee simple title, easements or leases to all or portions of the Club Facilities. The Association is further obligated to assume any and all permits related to such conveyed Club Facilities issued by a government or quasi-governmental authority and the related responsibilities thereunder to the extent such permits apply to the conveyed Club Facilities. Following such conveyance, the portion of the costs of operating, maintaining, repairing, replacing and insuring the conveyed property that is allocated to the Owners shall be assessed as a Common Expense in accordance with this Declaration. Any conveyance of Club Facilities, or a portion thereof, to the Association will be subject to any rights of Club members and to the Club Documents, including without limitation, any membership agreements entered into by Developer or Club

Owner prior to, or subsequent to, conveyance of such Club Facilities, or portion thereof, to the Association.

ARTICLE 3

Withdrawal of Property

Section 10.1 of Article X of the Declaration is hereby amended to add the following:

Notwithstanding anything herein to the contrary, Declarant reserves the right to unilaterally amend, without the consent of any Owners or Association, the Declaration, until termination of the Development and Sale Period, to remove from the coverage of the Declaration any property designated as a Private Amenity, including without limitation Club Facilities.

ARTICLE 4

Severability

If any provision of this Amendment is held invalid, the validity of the remainder of this Amendment shall not be affected. If any Lot is determined not to be bound by this Amendment for any reason, including but not limited to as a result of any provision of this Amendment being held invalid, then each such Lot shall automatically become a part of the Club Service Area and shall be subject to all of the provisions to which the Club Service Area Lots are subject, including but not limited to the Supplemental Declaration being recorded simultaneously herewith for the purpose of creating the Club Service Area.

ARTICLE 5

Declaration

Except as specifically amended hereby, the Declaration and all terms thereof shall remain in full force and effect.

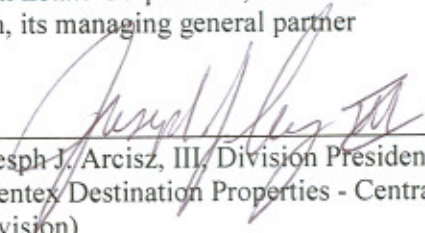
[SIGNATURES APPEAR ON FOLLOWING PAGE]

IN WITNESS WHEREOF, Declarant has caused this instrument to be executed on the day and year written below.

DECLARANT:

CENTEX HOMES, a Nevada general partnership,
d/b/a Centex Destination Properties

By: Centex Real Estate Corporation, a Nevada
corporation, its managing general partner

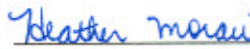
By: 
Joseph J. Arcisz, III, Division President
(Centex Destination Properties - Central
Division)

[CORPORATE SEAL]

STATE OF TEXAS

COUNTY OF TARRANT

This instrument was acknowledged before me on the 22nd day of December, 2005, by Joseph J. Arcisz, III, Division President (Centex Destination Properties – Central Division) of Centex Real Estate Corporation, a Nevada corporation, the managing general partner of Centex Homes, a Nevada general partnership, on behalf of said partnership.


Notary Public, State of Texas

Commission Expiration Date: April 20, 2008

[Notary Seal]

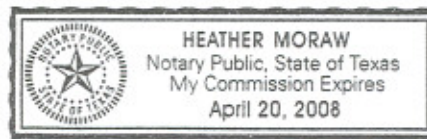


EXHIBIT "A"

CLUB SERVICE AREA LOTS

ALL THOSE TRACT OR PARCELS OF LAND shown and designated as lots on that certain plat of Pointe West Section One, according to the plat thereof as recorded in Volume 2004A, Page 122 of the Map Records, Galveston County, Texas.

TOGETHER WITH:

ALL THOSE TRACT OR PARCELS OF LAND shown and designated as lots on that certain plat of POINTE WEST SECTION FOUR-B, an Addition to the City of Galveston, Galveston County, Texas, according to the plat thereof recorded in Volume 2005A, Page 101, Plat Records, Galveston County, Texas.

FILED AND RECORDED
OFFICIAL PUBLIC RECORDS OF REAL PROPERTY

Mary Ann Daigle

2006 FEB 02 11:31 AM 2006006722
MAYCUM_8 \$40.00
Mary Ann Daigle, COUNTY CLERK
GALVESTON, TEXAS