

GAC 9837201 13 P95

012-81-1607

SECOND AMENDMENT TO RESTRICTIONS, COVENANTS AND CONDITIONS OF INDIAN BEACH SECTION FOUR (4) GALVESTON COUNTY, TEXAS

THE STATE OF TEXAS §
COUNTY OF GALVESTON §

WHEREAS, pursuant to the provisions of that certain instrument dated May 13, 1985, recorded under Clerk's File No. 8520653 and Film Code No. 003-85-1928 of the Deed of Trust Records in the Office of the County Clerk of Galveston County, Texas, and amended under Clerk's File No. 8611027 and Film Code No. 004-47-0246 of the Deed of Trust Records in the Office of the County Clerk of Galveston, certain Restrictions, Covenants and Conditions ("Restrictions") were imposed upon lots in Indian Beach, Section Four (4), a subdivision in Galveston County, Texas, according to the plat thereof recorded in Book 17, Page 151 of the Plat Records in the office of the County Clerk of Galveston County, Texas ("Subdivision").

WHEREAS, Paragraph 24 of the Restrictions provides that: "The covenants, restrictions and conditions set forth in this declaration shall be deemed to run with all or any portion of the Property, and shall be a burden and benefit to Developer, its successors and assigns, and any persons acquiring or owning any interests in the Property, their grantees, successors, heirs, executors, administrators or assigns, and shall run with the land and shall be binding upon all parties and persons claiming under Developer until December 31, 2000, at which time these covenants shall be extended automatically for successive periods of ten (10) years each unless an instrument signed by the majority of the then owners of lots within the Property has been duly executed and acknowledged, changing said covenants, restrictions and conditions, in whole or in part, and filed for record in Galveston, County, Texas.

WHEREAS, Paragraph 28 of the Restrictions provides that: "Any part or all of these covenants, conditions and/or restrictions (with the exception of Paragraph 7) may be amended from time to time by an instrument duly executed and acknowledged and recorded in the office of the County Clerk of Galveston County, Texas, signed by the owners of a majority of the lots in the Subdivision, provided that only one vote shall be allowed for each lot in the Subdivision, regardless of whether more than one person owns a lot, and provided, further, that when one person or the Developer owns more than one lot, he or it shall be entitled to one vote for each lot owned."

WHEREAS, it is the desire of the undersigned owners to amend the Restrictions.

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS: That the undersigned owners of lots located in the subdivision do hereby amend paragraph 23 of the Restriction in the following manner:

"There shall be no mandatory membership in the Galveston Country Club. If a property owner wants to be a member of the Galveston Country Club it shall be on a voluntary basis. The payment of any dues and fees by the property owners only arise if they choose to be a member of the Galveston Country Club, and the payment of these dues and fees shall not be secured by a lien."

012-81-1608

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS: That the undersigned owners of lots located in the subdivision do hereby amend paragraph 18 of the Restriction in the following manner:

"Each lot within the Property, except as hereinafter provided, is hereby subject to a minimum annual maintenance charge of \$100.00 per year for the purpose of creating a fund to be known as a "Maintenance Fund". Said maintenance charge may be increased from time to time by the Committee in an annual amount not to exceed 10% of the maintenance charge for the previous year, up to a maximum charge of \$200.00 a lot per year, if in the sole discretion of the Committee, such action is required to satisfy funding requirements for those expenses enumerated in paragraph 19 below. After said maximum charge of \$200.00 per lot has been reached, thereafter the Committee shall have the right, in its sole discretion, to increase the annual maintenance charge by a percentage increase equal to the percentage increase in the Consumer Price Index - All Items, 1967 equals 100 (as defined by the U.S. Department of Labor, Bureau of Labor Statistics) for the year preceding the year for which the assessment is being made. Should the U.S. Department of Labor, Bureau of Statistics cease to publish the Consumer Price Index - All Items, 1967 equals 100, the Committee shall select such other indices which in its judgment reflect the then broad range of economic factors represented in the said Consumer Price Index - All Items, 1967 equals 100. Said maintenance charge shall be due and payable annually in advance on or before the first day of July of each year to the Committee at its offices in The Woodlands, Texas. The maintenance charge on any lot purchased after July 1<sup>st</sup> of any year (covering the period of time from the purchase thereof to June 30 of the ensuing year) shall be prorated in the proportion that the number of months remaining prior to July 1<sup>st</sup> of said ensuing year bears to a whole year. All maintenance charges referred to herein, together with any and all liens securing payment of the same, are hereby transferred, assigned and conveyed to the Committee. Notwithstanding the foregoing, Developer shall pay all other expenditures for the benefit of owners or occupants of lots in the subdivision."

NOW THEREFORE KNOW ALL MEN BY THESE PRESENTS: That the undersigned owners of lots located in the subdivision do hereby amend the Restrictions dated May 13, 1985 to include the following:

The Developer does not have the right to conduct sales of property on or from said lots so long as Developer owns one lot within the subdivision.

EXCEPT and as herein amended, all of the provisions of the Restrictions and any other amendments are hereby ratified and confirmed and shall remain in full force and effect as originally written.