

AMENDMENT TO RESTRICTIONS  
TREASURE ISLAND SUBDIVISION

THE STATE OF TEXAS )(

9

COUNTY OF BRAZORIA )(

BEFORE ME, the undersigned authority, on this day personally appeared Judy Gowan, who, being first duly sworn on oath, stated as follows:

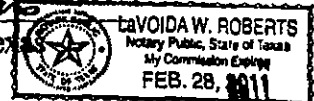
My name is Judy Gowan, and I am President of the San Luis Pass Resort Community Civic Association, which recently took a vote from property owners in the Treasure Island Subdivision with reference to making a change outlined in Exhibit "A", Exhibit "B", and Exhibit "C", attached hereto and made a part hereof for all purposes, and a majority of such property owners voted in favor of such change. Signed signature cards are filed in the Treasure Island Community Building office.

SAN LUIS PASS RESORT COMMUNITY CIVIC ASSOCIATION

By Judy Gowan  
President

Subscribed and sworn to before me on this 8<sup>th</sup> day of January, 2008.

LaVaida Roberts  
Notary Public - State of Texas



San Luis Pass Civic Association  
146 Fathom  
Enclave TX 77541

Exhibit "A"  
THE STATE OF TEXAS

Volume 983, Pages 591-611

RESERVATIONS AND RESTRICTIONS

COUNTY OF BRAZORIA

This instrument is to be recorded in the office of County Clerk of Brazoria County under Treasure Island and made a part of Volume 983, pages 591-611.

Per authority granted to the San Luis Pass Resort Community Civic Association, (Treasure Island) by Part B, General Provisions and Limitations, Treasure Island Subdivided Sections Only, "These covenants are to run with the land and shall be binding upon all parties and all persons claiming under them until January 1, 1982, at which time said covenants shall be automatically extended for successive periods of ten (10) years unless it is agreed to change said covenants in whole or in part by an instrument signed by a majority of the then owners of the lots.", a change is hereby made to Maintenance Charge.

Deleted: Each lot of SAN LUIS in TREASURE ISLAND, Section 2-R, after its completion (roads, utilities) as a saleable lot by SAN LUIS, its assigns or designees, is hereby subjected to an annual maintenance charge of Forty and No/100 Dollars (\$40.00) per year, beginning January 1, 1968, and each succeeding year thereafter until terminated as provided below, to the San Luis Pass Resort Community Civic Association, its successors and assigns, for the purpose of creating a fund described below, known as the "Maintenance Fund".

ADDED: Each lot of SAN LUIS in TREASURE ISLAND, Section 2-R, after its completion (roads, utilities) as a saleable lot by SAN LUIS, its assigns or designees, is hereby subjected to an annual maintenance charge of Seventy-Five and No/100 Dollars (\$75.00) per year, beginning January 1, 1968, and each succeeding year thereafter until terminated as provided below, to the San Luis Pass Resort Community Civic Association, its successors and assigns, for the purpose of creating a fund described below, known as the "Maintenance Fund".

This is the result of majority approval (51%) by the property owners. Signed ballots and documentation will remain on file in the office of San Luis Pass Resort Community Civic Association.

IN TESTIMONY OF WHICH the undersigned San Luis Pass Resort Community Civic Association officer has caused these presents to be executed in Treasure Island, Texas, this 7<sup>th</sup> day of January, 2008AD.

ATTEST:

SAN LUIS PASS RESORT COMMUNITY CIVIC  
ASSOCIATION

  
\_\_\_\_\_  
Judy Gowen, President

**THE STATE OF TEXAS**

**COUNTY OF BRAZORIA**

**SAN LUIS PASS ASSOCIATION  
ACKNOWLEDGMENT**

**BEFORE ME, the undersigned authority, a Notary Public in and for said County and State on this day personally appeared Judy Gowan, President of San Luis Pass Resort Community Civic Association known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that she executed the same as the act and deed of the said association and for the purposes and consideration therein expressed.**

**GIVEN UNDER MY HAND AND SEAL OF OFFICE This the 7<sup>th</sup> day of  
January, 2008.**

*LaVoida Roberts*

**LaVoida Roberts  
Notary Public in and for  
Brazoria County, Texas**

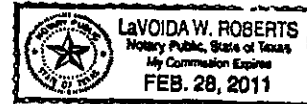


Exhibit "B"

Volume 9, Pages 73, 74

THE STATE OF TEXAS

**GENERAL RESTRICTIONS AND LIMITATIONS  
TREASURE ISLAND SUBDIVIDED SECTIONS ONLY**

COUNTY OF BRAZORIA

This instrument is to be recorded in the office of County Clerk of Brazoria County under Treasure Island and made a part of Volume 9, pages 73 and 74.

Per authority granted to the San Luis Pass Resort Community Civic Association, (Treasure Island) by Part B, General Provisions and Limitations, Treasure Island Subdivided Sections Only, "These covenants are to run with the land and shall be binding upon all parties and all persons claiming under them until January 1, 1982, at which time said covenants shall be automatically extended for successive periods of ten (10) years unless it is agreed to change said covenants in whole or in part by an instrument signed by a majority of the then owners of the lots.", a change is hereby made to Maintenance Charge.

**DELETED:** Each lot of SAN LUIS in TREASURE ISLAND after its completion (roads, utilities) as a saleable lot by SAN LUIS, its assigns or designees, is hereby subjected to an annual maintenance charge of Forty and No/100 Dollars (\$40.00) per year, beginning January 1, 1968.....

**ADDED: MAINTENANCE CHARGE:** Each lot of SAN LUIS in TREASURE ISLAND after its completion (roads, utilities) as a saleable lot by SAN LUIS, its assigns or designees, is hereby subjected to an annual maintenance charge of Seventy-Five and No/100 Dollars (\$75.00) per year, beginning January 1, 1968, and each succeeding year thereafter until terminated as provided below, to the San Luis Pass Resort Community Civic Association, its successors and assigns, for the purpose of creating a fund described below, known as the "Maintenance Fund". The maintenance charge on lot purchases shall be prorated in the proportion that the remaining months of the calendar year bear to the whole year. Any transfer of a lot without payment of the maintenance charge then due shall be subject to a lien for such amount plus an additional delinquency charge of ten percent (10%) per annum added to any charges that are more than ten (10) days delinquent.

Such maintenance charge shall be paid for each year from 1968 through 1991, and shall be extended automatically for periods of ten (10) years unless the owners of record of a majority of the said property on January 1, 1992, votes to discontinue such charge. Such action is to be evidenced by written instrument signed and acknowledged by the owners of the majority of the lots and recorded in the deed records of Brazoria County, Texas. By acceptance of his contract of sale, deed or other instrument of conveyance, each purchaser agrees and consents to pay such maintenance charge as provided herein.

To secure the payment of the maintenance charge on each lot, a vendor's lien is hereby retained on each lot in favor of San Luis Pass Resort Community Civic Association without recourse in any manner on SAN LUIS for payment of such indebtedness, said lien to be enforceable through appropriate proceedings at law; provided, however, that each such lien shall be secondary, and inferior to all liens, present and future, given, granted, and created by or at the instance and request of the owner of any such lot to secure the payment of monies advanced or to be advanced on account of the purchase price and/or the improvement of any such lot, and further provided that as a condition precedent to any proceeding to enforce such lien upon which there is an outstanding valid and subsisting first mortgage lien, said beneficiary shall give the holder of such first mortgage lien sixty (60) days' written notice of such proposed action, such notice, which shall be sent to the nearest office of such first mortgage holder by

prepaid United States Mail, to contain the statement of the delinquent maintenance charges upon which proposed action is based.

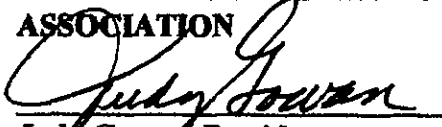
Payments of the said maintenance charge shall be used by the Civic Association (commingled together with payments of similar maintenance charges to the Civic Association from other subdivisions in the vicinity of the Subdivision designated as numbered sections of "TREASURE ISLAND" which have been heretofore or hereafter subdivided according to a map or plat filed in the Plat or Map Records of Brazoria County, Texas, and in which each lot is subject to similar annual maintenance charges required to be paid to the Civic Association by applicable restrictions and reservations) to create a "Maintenance Fund". The Maintenance Fund shall be applied, so far as sufficient, toward the payment of maintenance expenses in the Subdivision, and in Treasure Island, Section 3, a Subdivision of San Luis Island, according to the map or plat thereof recorded in Volume 11, at pages 61 and 62 of the Plat Records of Brazoria County, Texas, and in any of such other subdivisions designated as numbered sections of TREASURE ISLAND which has been heretofore or hereafter platted, and from which similar maintenance expenses in Treasure Island, Section 1, a subdivision of San Luis Island according to the map or plat thereof recorded in Volume 9, pages 73 and 74 of the Plat records of Brazoria County, Texas. "Maintenance expenses" shall include expenses incurred for any of the following purposes: lighting, constructing, improving and maintaining the rights of way, easements, streets, sidewalks, if any, paths, fences, canals, channels, lakes, waterways, bulkheads, public marines, boat docking facilities, navigational facilities and aids, parks, parkways, esplanades, areas between curbs and sidewalks, recreational facilities, collecting and disposing of garbage, ashes, rubbish and the like in said areas (other than garbage, ashes, rubbish and the like from constructed residential dwellings), employing watchmen or any other action deemed desirable to protect persons and property, payment of legal and all other expenses in connection with the operation of the Civic Association, and the enforcement of all recorded charges, restrictions, covenants, agreements and conditions affecting property collection and administration of the maintenance charges, and doing any other things necessary and desirable in the opinion of the Civic Association to keep property neat and in good order or which it considers a general benefit to the Subdivision or such other numbered sections of TREASURE ISLAND. The act of the Civic Association and its expenditure of said fund shall be final so long as it acts in good faith.

This is the result of majority approval (51%) by the property owners. Signed ballots and documentation will remain on file in the office of San Luis Pass Resort Community Civic Association.

IN TESTIMONY OF WHICH the undersigned San Luis Pass Resort Community Civic Association officer has caused these presents to be executed in Treasure Island, Texas, this 7th day of January, 2008AD.

ATTEST:

SAN LUIS PASS RESORT COMMUNITY CIVIC ASSOCIATION

  
Judy Gowat, President

THE STATE OF TEXAS

COUNTY OF BRAZORIA

SAN LUIS PASS ASSOCIATION  
ACKNOWLEDGMENT

**BEFORE ME, the undersigned authority, a Notary Public in and for said County and State on this day personally appeared Judy Gowan, President of San Luis Pass Resort Community Civic Association known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that she executed the same as the act and deed of the said association and for the purposes and consideration therein expressed.**

**GIVEN UNDER MY HAND AND SEAL OF OFFICE This the 7<sup>th</sup> day of January, 2008.**

*LaVonda Roberts*

**LaVonda Roberts  
Notary Public in and for  
Brazoria County**

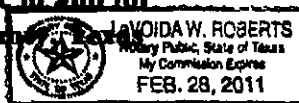


Exhibit "C"  
THE STATE OF TEXAS

Volume 11, Pages 61, 62

RESERVATIONS AND RESTRICTIONS  
OF TREASURE ISLAND, SECTION III

COUNTY OF BRAZORIA

This instrument is to be recorded in the office of County Clerk of Brazoria County under Treasure Island and made a part of Volume 11, pages 61 and 62.

Per authority granted to the San Luis Pass Resort Community Civic Association, (Treasure Island) by Part B, General Provisions and Limitations, Treasure Island Subdivided Sections Only, "These covenants are to run with the land and shall be binding upon all parties and all persons claiming under them until January 1, 1982, at which time said covenants shall be automatically extended for successive periods of ten (10) years unless it is agreed to change said covenants in whole or in part by an instrument signed by a majority of the then owners of the lots.", a change is hereby made to Maintenance Charge.

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prepaid United States Mail, to contain the statement of the delinquent maintenance charges upon which proposed action is based.

Payments of the said maintenance charge shall be used by the Civic Association (commingled together with payments of similar maintenance charges to the Civic Association from other subdivisions in the vicinity of the Subdivision designated as numbered sections of "TREASURE ISLAND" which have been heretofore or hereafter subdivided according to a map or plat filed in the Plat or Map Records of Brazoria County, Texas, and in which each lot is subject to similar annual maintenance charges required to be paid to the Civic Association by applicable restrictions and reservations) to create a "Maintenance Fund". The Maintenance Fund shall be applied, so far as sufficient, toward the payment of maintenance expenses in the Subdivision, and in Treasure Island, Section 3, a Subdivision of San Luis Island, according to the map or plat thereof recorded in Volume 11, at pages 61 and 62 of the Plat Records of Brazoria County, Texas, and in any of such other subdivisions designated as numbered sections of TREASURE ISLAND which has been heretofore or hereafter platted, and from which similar maintenance expenses in Treasure Island, Section 1, a subdivision of San Luis Island according to the map or plat thereof recorded in Volume 9, pages 73 and 74 of the Plat records of Brazoria County, Texas. "Maintenance expenses" shall include expenses incurred for any of the following purposes: lighting, constructing, improving and maintaining the rights of way, easements, streets, sidewalks, if any, paths, fences, canals, channels, lakes, waterways, bulkheads, public marines, boat docking facilities, navigational facilities and aids, parks, parkways, esplanades, areas between curbs and sidewalks, recreational facilities, collecting and disposing of garbage, ashes, rubbish and the like in said areas (other than garbage, ashes, rubbish and the like from constructed residential dwellings), employing watchmen or any other action deemed desirable to protect persons and property, payment of legal and all other expenses in connection with the operation of the Civic Association, and the enforcement of all recorded charges, restrictions, covenants, agreements and conditions affecting property collection and administration of the maintenance charges, and doing any other things necessary and desirable in the opinion of the Civic Association to keep property neat and in good order or which it considers a general benefit to the Subdivision or such other numbered sections of TREASURE ISLAND. The act of the Civic Association and its expenditure of said fund shall be final so long as it acts in good faith.

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ATTEST:

SAN LUIS PASS RESORT COMMUNITY CIVIC ASSOCIATION

  
\_\_\_\_\_  
Judy Gowan, President

THE STATE OF TEXAS  
COUNTY OF BRAZORIA

SAN LUIS PASS ASSOCIATION  
ACKNOWLEDGMENT

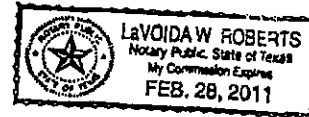


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**GIVEN UNDER MY HAND AND SEAL OF OFFICE This the 7<sup>th</sup> day of January, 2008.**

*LaVuida Roberts*

**LaVuida Roberts  
Notary Public in and for  
Brazoria County, Texas**



Doc# 2008001274  
# Pages 9  
01/08/2008 2:06PM  
Official Public Records of  
BRAZORIA COUNTY  
JOYCE HUDNAN  
COUNTY CLERK  
Fees \$48.00

*Joyce Hudnan*