

**AMENDMENT TO THE  
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS  
FOR BOCA RATON**

STATE OF TEXAS           §  
  §                   KNOW ALL MEN BY THESE PRESENTS:  
COUNTY OF GALVESTON §

WHEREAS, by instruments recorded under Film Code Nos. 008-01-1817, et. seq., 012-93-1483, et. seq., and 013-15-1346, et. seq. in the Real Property Records of Galveston County, Texas, certain restrictive covenants were created to run with the land in a subdivision known as "BOCA RATON," being a Subdivision situated in Galveston County, Texas, according to the plat of Boca Raton recorded in Volume 18, Page 352 of the Map or Plat Records of Galveston County;

WHEREAS, Article VII, Section 3 of the Declaration of Covenants, Conditions and Restrictions for Boca Raton as amended provides that its terms may be amended at any time by an instrument approved in writing by at least seventy-five percent (75%) of the Owners of Lots within the Subdivision; and

WHEREAS, the undersigned owners of at least seventy-five percent (75%) of the Lots within the Subdivision desire to amend Article VI:

NOW THEREFORE, Article VI is hereby amended to read as follows:

**ARTICLE VI  
MAINTENANCE CHARGE**

"Section 1. Each Lot in BOCA RATON is hereby subjected to an annual maintenance charge and assessment for the "Maintenance Fund" established when the Covenants were first adopted. The maintenance charge and assessment is paid by the Owner or Owners of each Lot within Boca Raton to the Boca Raton Homeowners' Association on or before January 1 of each year, in advance. The rate at which each Lot is assessed will be determined annually, and may be adjusted from year to year by the Association as the needs of the subdivision may require, in the judgment of the Association. The assessment will be uniform and will not exceed - \$15.00 per Lot per month, or \$180.00 per Lot per year. The Association shall use the proceeds of said maintenance fund for the use and benefit of all residences of Boca Raton. The uses and benefits to be provided by the Association, shall include, by way of clarification and not limitation and its sole option, any and all of the following: constructing and maintaining parks, parkways, right-of-way, easements, esplanades and other public areas, payment of all legal and other expenses incurred in connection with the enforcement of all recorded charges and assessments, covenants, restrictions, and conditions affecting the Properties to which the maintenance fund applies, payment of all reasonable and necessary expenses in connection with the collection and administration of the maintenance charge and assessment, employing policemen and watchmen,

caring for vacant Lots and doing other thing or things necessary or desirable in the opinion of the Association to keep the Properties in the subdivision neat and in good order, or which is considered of general benefit to the owners or occupants of the Properties, it being understood that the judgment of the Association in the expenditure of said funds shall be final and conclusive so long as such judgment is exercised in good faith.

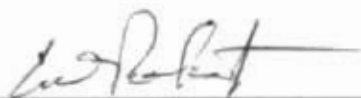
Section 2. To secure the payment of the established maintenance fund and to be levied on individual residential Lots, there shall be reserved in each Deed (whether specifically stated therein or not) by which the Declarant shall convey such Lots, the Vendor's Lien for benefit of the Association, said lien to be enforceable through appropriate proceedings at law by such beneficiary; provided, however, that each such lien shall be secondary, subordinate 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 construction of improvements on any such Lot to the extent of any such maintenance fund charge accrued and unpaid prior to foreclosure of any such purchase money lien or construction lien; and further provided that as a condition precedent to any proceeding to enforce such lien upon any Lot upon which there is an outstanding valid and subsisting first mortgage lien, for the aforesaid purpose or purposes, the Association shall give the holder of such first mortgage lien sixty (60) days written notice of such proposed action, which notice shall be sent to the nearest office of such first mortgage holder by prepaid U.S. Certified Mail, and shall contain a statement of the delinquent maintenance charges upon which the proposed action is based. Upon the request of any such first mortgage lien holder, the Association shall acknowledge in writing its obligation to give the foregoing notice with respect to the particular Lot covered by such first mortgage lien to the holder thereof.

Section 3. The above maintenance charge and assessment will remain effective for the full term (and extended term, if applicable) of the within covenants."

The above amendment shall run with the land and shall be binding upon all parties having or acquiring any right, title, or interest therein, or any part thereof, and shall inure to the benefit of each owner thereof.

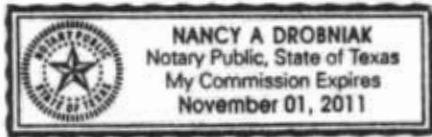
FURTHER, this amendment may be prepared in multiple counterparts, with multiple signatures. We, the Owners, agree that our original signatures may be appended to the original amendment to be recorded in the Real Property Records of Galveston County, Texas.

ADOPTED this 7<sup>th</sup> day of MAY, 2008 with the approval of at least seventy-five percent (75%) of the Owners of Lots in Boca Raton, as evidenced by the attached instruments approved in writing by seventy-five percent (75%) of such owners.

  
\_\_\_\_\_  
Curt Roberts, President

STATE OF TEXAS           §  
  §  
COUNTY OF GALVESTON §

THIS INSTRUMENT was **acknowledged** before me on this the 7 day of May, 2008 by the said Curt Roberts, President of Boca Raton Homeowners' Association, Inc., a Texas non-profit corporation, on behalf of said corporation.



Nancy A. Drobniak  
NOTARY PUBLIC IN AND FOR  
THE STATE OF TEXAS

AFTER RECORDING RETURN TO:  
Boca Raton Homeowners' Association  
P.O. Box 2180  
Friendswood, Texas 77549-2180

**FILED AND RECORDED**



OFFICIAL PUBLIC RECORDS

*Mary Ann Daigle*

2008027591

May 16, 2008 02:09:20 PM

FEE: \$264.00

Mary Ann Daigle, County Clerk  
Galveston County, TEXAS