

ANNEXATION OF CONSTELLATION POINTE, SECTION TWO,
RESTRICTED RESERVES "A" AND "B", A PART OF CONSTELLATION POINTE,
SECTION TWO, A SUBDIVISION IN THE CITY OF LEAGUE CITY,
GALVESTON COUNTY, TEXAS, INTO THE JURISDICTION OF
CONSTELLATION POINTE HOMEOWNERS ASSOCIATION, INC.

AND

NOTICE OF FILING OF ADDITIONAL COVENANTS, CONDITIONS AND
RESERVATIONS APPLICABLE TO CONSTELLATION POINTE, SECTION TWO,
RESTRICTED RESERVES "A", "B", "H", "I" AND "J"

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

THAT, WHEREAS Constellation Pointe, Ltd., a Texas limited partnership, caused to be recorded the plat of Constellation Pointe, Section One, at Vol. 2003A, Map No. 105, Galveston County Clerk's Instrument No. 2003069674, in the Map Records of Galveston County, Texas ("Section One"); and

WHEREAS Constellation Pointe, Ltd., as owner of Section One, recorded that certain Declaration of Covenants, Conditions and Restrictions for Constellation Pointe, Section One, a subdivision in Galveston County, Texas, at Galveston County Clerk's Instrument No. GAC 2004052950, in the Official Public Records of Galveston County, Texas, and said Declaration was thereafter amended and supplemented by various instruments at various times (collectively, "Declaration"); and

WHEREAS Constellation Pointe, Ltd. caused to be recorded the plat of Constellation Pointe, Section Two, a subdivision in Galveston County, Texas, at Vol. 2005A, Map No. 21, Galveston County Clerk's File No. 2005008691, in the Map Records of Galveston County, Texas ("Section Two"); and

WHEREAS Constellation Pointe, Ltd., as owner of Section Two, thereafter caused Section Two, to be added into the boundaries of the land covered by the Declaration and subjected to the authority and jurisdiction of Constellation Pointe Homeowners Association, Inc. ("the Association") as if Section Two had been named and described in the Declaration; and

WHEREAS a lender to Constellation Pointe, Ltd. thereafter foreclosed on Restricted Reserves "A" and "B" of Section Two, ("Reserves "A" and "B") and LJH, Ltd., a Texas limited partnership, acquired said Reserves "A" and "B"; and

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WHEREAS, an issue exists whether Reserves "A" and "B" are presently subject to the jurisdiction of the Association and whether the Declaration is applicable thereto; and

WHEREAS portions of Reserves "A" and "B" have now been granted, sold and conveyed, in fee, to Constellation Pointe Homeowners Association Marina Group, LLC ("Marina Group") and the remainder of Reserve "B" has now been granted, sold and conveyed, in fee to Constellation Pointe Homeowners Association, Inc. ("CPHOA") who, collectively, are the present owners of all right, title and interest in and to Reserves "A" and "B"; and

WHEREAS by affirmative vote of two-thirds of the Members of the Association, there being only one class of Members, at a special meeting of the Members duly called and held, the Members have consented to the annexation of the entirety of Reserves "A" and "B" into the jurisdiction and authority of the Association and, by its signature below, Marina Group has consented to the annexation of the entirety of Reserves "A" and "B" into the jurisdiction and authority of the Association, all as provided by Article XI, Section 8, of the Declaration; and

WHEREAS Constellation Pointe, Ltd. never conveyed any part of Constellation Pointe, Section Two, Restricted Reserves "H", "I" and "J" ("Reserves "H", "I" and "J") to the Association but has agreed to convey said parcels to Marina Group; and

WHEREAS, (i) the Declaration does not provide for development of any portion of Section One or Section Two for marina or boat slip purposes and, further, (ii) the portions of Reserves "A" and "B" and "H", "I" and "J" to be developed and used as marina or boat slip purposes have not been platted as "Lots" (as defined in the Declaration) in the foregoing plat of Section Two nor will be platted as "Lots" (as defined in the Declaration) notwithstanding any such denotation in any plat thereof or otherwise; therefore, the reservations, restrictions, covenants and conditions set forth in Exhibit "A" attached hereto and incorporated herein by reference are incorporated to supplement the Declaration and cause said Reserves "A" and "B" and "H", "I" and "J" to be developed in a manner similar to and in accordance with the general plan of development of Section One and Section Two under which the architectural standards prevailing therein will be continued in said Reserves "A" and "B" and "H", "I" and "J" insofar as is consistent with the development and use thereof for marina and boat slip purposes.

NOW, THEREFORE, in accordance with, pursuant to, and in consideration of the foregoing, Association and Marina Group hereby declare and agree as follows:

The foregoing recitals are incorporated herein by reference as statements of fact.

1. Reserves "A" and "B" are hereby added and annexed into the boundaries of the land subject to the jurisdiction and authority of the Association in accordance with the terms and provisions of the Declaration the same as if said Reserves "A" and "B" had been named and described in the Declaration excepting only to the extent said terms and provisions would preclude

development and use thereof for marina and boat slip purposes or be inconsistent with the specific terms and provisions of Exhibit "A" attached hereto and incorporated herein by reference.

2. Notice is hereby given that: (i) Reserves "A" and "B" are hereby subjected to the Declaration, including without limitation all reservations, easements, restrictions, covenants and conditions set forth therein, and (ii) Association and Marina Group have adopted, established and imposed upon Reserves "A" and "B" and "H", "I" and "J" all reservations, easements, restrictions, covenants and conditions set forth in the Declaration and in Exhibit "A" attached hereto and incorporated herein by reference; all excepting only to the extent said matters would preclude development and use of said Reserves "A" and "B" and "H", "I" and "J" for marina and boat slip purposes or be inconsistent with the specific terms and provisions of Exhibit "A" attached hereto and incorporated herein by reference.

3. This instrument and all reservations, easements, restrictions, covenants and conditions set forth in Exhibit "A" attached hereto and incorporated herein by reference and in the Declaration: have been adopted for and placed upon Reserves "A" and "B" and "H", "I" and "J"; shall run with the land subject thereto; shall be binding upon all parties, now or at any time hereafter, having or claiming any right, title or interest therein or to any part thereof and upon their heirs, executors, administrators, successors and assigns, regardless of the source of any such right, title or interest, regardless of the manner in which any such right, title or interest is or may be acquired, and regardless whether the Declaration or any of the reservations, easements, restrictions, covenants and conditions in the Declaration or in Exhibit "A" attached hereto and incorporated herein by reference are identified or set forth in the instrument conveying such right, title or interest or by which such right, title or interest is claimed; shall inure to the benefit of each owner, now or at any time hereafter, of any part of said Reserves "A" and "B" and "H", "I" and "J", and shall be enforceable by Association, all except as provided above.

ASSOCIATION further joins in the execution hereof to evidence its consent to and approval of the execution, acknowledgment, and filing and recording of this instrument and to its agreement with the matters set forth herein.

Nothing herein contained is intended or shall be construed to amend the Declaration other than as stated above or as may be reasonably necessary to enable the development and use of the subject property for marina and boat slip purposes consistent with the terms and provisions of Exhibit "A" attached hereto and incorporated herein by reference.

Executed effective the 2nd day of August, 2012.

CONSTELLATION POINTE HOMEOWNERS ASSOCIATION MARINA GROUP, LLC, a Texas limited liability company,

By: Debbie King
Debbie King, Manager

By: Joan Jarvis
Joan Jarvis, Manager

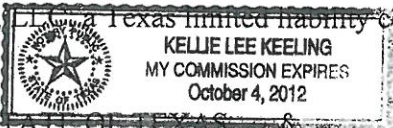
CONSTELLATION POINTE HOMEOWNERS ASSOCIATION, INC., a Texas not for profit corporation

By: Tami Meyer Spencer
Tami Meyer Spencer, President

Henk de Zwart, Treasurer

THE STATE OF TEXAS §
§
COUNTY OF HARRIS §

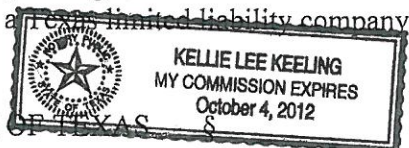
This instrument was acknowledged before me on the 2nd day of August, 2012 by Debbie King, Manager of and on behalf of Constellation Pointe Homeowners Association Marina Group, LLC, a Texas limited liability company.



Kellie Keeling
Notary Public in and for the State of Texas

THE STATE OF TEXAS §
§
COUNTY OF HARRIS §

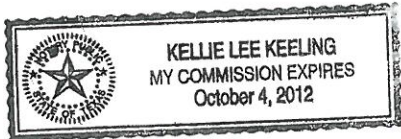
This instrument was acknowledged before me on the 2nd day of August, 2012 by Joan Jarvis, Manager of and on behalf of Constellation Pointe Homeowners Association Marina Group, LLC, a Texas limited liability company.



Kellie Keeling
Notary Public in and for the State of Texas

THE STATE OF TEXAS §
§
COUNTY OF HARRIS §

This instrument was acknowledged before me on the 2nd day of August, 2012 by Tami Meyer Spencer, President of and on behalf of Constellation Pointe Homeowners Association, Inc., a Texas not for profit corporation.



Kellie Keeling
Notary Public in and for the State of Texas

EXHIBIT "A"

1. This Exhibit "A" is a part of and shall be incorporated by reference into the instrument to which this Exhibit "A" is attached.

2. The terms used in this Exhibit "A" shall have the same meaning as used in the Declaration and in the instrument to which this Exhibit "A" is attached.

3.(A) With the exception of boat slips in Reserves "H", "I" and "J", all boat slips shall be sold by Marina Group solely to persons who then are record owners of one or more Lots in Sections One or Two; as to boat slips in Reserves "H", "I" and "J", said boat slips shall be sold by Marina Group solely to persons who then are record owners of one or more Lots in South Shore Harbour and then only to a person whose Lot physically abuts said boat slip. At the time of sale by Marina Group, the purchaser shall execute a Linking Agreement in the form attached hereto and cause same to be recorded in the Real Property Records of Galveston County, Texas. Said owner hereby grants Marina Group a power of attorney to execute and record same on owner's behalf as provided above. Once a boat slip is so sold: (1) the boat slip cannot and shall not be owned by any person who does not also own the Lot to which the boat slip is linked; (2) the boat slip cannot be re-sold separate from the Lot to which it is linked, and vice versa; and (3) no owner of a boat slip shall lease or rent said boat slip to any person except a person who is also renting or leasing the Lot to which the boat slip is linked; and (4) no vessel not owned by the person who owns the boat slip may be moored in any boat slip; except (excluding boat slips that are linked to immediately adjoining Lots on and along the rear property line) that a boat slip may be re-sold, despite a linking agreement, only to the owner of a Lot in Sections One or Two and such boat slip and Lot shall be the subject of a new linking agreement between said boat slip and Lot. Boat slips that are linked to immediately adjoining Lots on the rear property line cannot be re-sold to any person who is not then the owner of said Lot. The Association and the City of League City, Texas, shall be entitled to enforce the terms and provisions of this paragraph 3.(A), and this paragraph 3.(A) shall not be terminated, modified or amended without the prior written consent of the owners of two-thirds of the boat slips in Reserves "A" and "B" and "H", "I" and "J", the Association and the City of League City, Texas.

(B) From and after June 22, 2013, however, Marina Group may sell any boat slip in any of Reserves "A" and "B" and "H", "I" and "J" to any person at any time regardless whether such person owns a Lot in Sections One or Two or South Shore Harbour except that: (1) the buyer of said boat slip shall be obligated to pay to Association (without demand, without right of set off or withholding, and without proration), as a fee, two times the regular annual assessment imposed upon a Lot in Section Two at the same time as such regular assessments for Lots in Section Two become due and owing, and Association shall have the same rights and remedies as to said buyer and boat slip in the instance of a failure to pay said amount the same as if said boat slip were a Lot in said Section Two, including specifically the right of foreclosure, and Marina Group, for itself and all subsequent owners, hereby grants a power of sale to the Association and designates the Board of Directors of Association as trustee in connection therewith; (2) no such owner shall lease or rent said boat slip to any person; and (3) if the slip is at any time purchased by a person who owns a Lot in

Section One or Section Two or South Shore Harbour, the owner shall, at the time of purchase of said boat slip, execute a Linking Agreement in the form attached hereto and cause same to be recorded in the Real Property Records of Galveston County, Texas. Said owner hereby grants Marina Group a power of attorney to execute and record same on owner's behalf as provided above. No fee shall accrue or be owing to Association on any given boat slip while such boat slip is owned by Marina Group. Any fee shall end once a boat slip is subjected to a Linking Agreement as aforesaid. Payment of the fee does not cause a boat slip owner to become a Member of Association nor grant any rights to such boat slip owner. As to any boat slips that are not linked to an immediately adjoining Lot on and along the rear property line, after the initial sale of sale boat slip, the owner thereof may re-sell said boat slip, despite a linking agreement, only to the owner of a Lot in Sections One or Two and said boat slip and Lot shall be the subject of a new linking agreement between said boat slip and Lot. As to any boat slips that are linked to immediately adjoining Lots on and along the rear property line, said boat slips cannot be re-sold to any person who is not then the owner of said Lot. The Association and the City of League City, Texas, shall be entitled to enforce the terms and provisions of this paragraph 3.(B), and this paragraph 3.(B) shall not be terminated, modified or amended without the prior written consent of the owners of two-thirds of the boat slips in Reserves "A" and "B" and "H", "I" and "J", the Association and the City of League City, Texas.

4. Boat slips shall not be subdivided.

5. Marina Group shall hold title to all boat slips in Reserves "A" and "B" and "H", "I" and "J" until sold as provided in paragraph 3 above.

6. Those portions of Reserves "A" and "B" and "H", "I" and "J" that are being donated to the Association cannot and shall not be developed or improved, nor shall anything be constructed, erected, placed, left or stored thereon, nor shall anything be moved thereon, all whether above, on or under the surface of the water, nor shall such property be abandoned, partitioned, subdivided, sold, alienated, released, transferred, hypothecated or otherwise encumbered, all without the prior consent of the owners of two-thirds of the boat slips in Reserves "A" and "B" and "H", "I" and "J".

7. The Association is not obligated or responsible for any dredging of any part of Reserves "A" and "B" and "H", "I" and "J" and shall have no authority to require or direct any person to conduct any dredging thereof. Any decision on dredging of said Reserves "A" and "B" and "H", "I" and "J" shall be made solely and exclusively by the affirmative vote of 2/3 of the owners of the boat slips therein.

8. The owners of the boat slips located on that part of Section Two, Restricted Reserve "A", that has been platted as Emergency Access and Parking Easement ("the Easement") shall be responsible for maintaining and cleaning that part of the Easement on their boat slip; the Association shall be responsible for all repairs to the Easement. Where the Easement was damaged as a result of the negligent or intentional act or omission of a person, such person shall cause all such repairs to be made or, alternatively, shall be personally liable for the cost of all such repairs. The owners of the property on which the bulkhead is located is obligated for all costs of maintenance, repair and

replacement thereof, and shall keep such property in good condition and repair, including as needed to support any infrastructure now or hereafter located on the Easement. The Association shall be obligated to repair and replace the Easement and all infrastructure on the Easement and shall further have the right to perform all necessary maintenance on the Easement and all necessary maintenance, repair and replacement of the bulkhead to the extent such is not performed as required by the owner of the boat slip, and then may include all such costs in the amounts owing by the owner of the boat slip and exercise its rights under the Declaration to collect such amounts, including the right to foreclose its lien on the boat slip securing those amounts.

9. Except for walkways provided for in Section 23 below, no improvement, structure, or thing of any kind may be attached, permanently or temporarily, to any part of the bulkhead excepting only walkways from the land to the docks.

10. All owners of vessels moored in Reserves "A" and "B" and "H", "I" and "J" must provide the Association with proof of liability insurance in amount to be set by the Association but never less than \$300,000 at least annually, beginning with the acquisition of his or her boat slip and thereafter on demand by the Association. Said liability insurance must include coverage for damage to property, including the bulkhead, as well as for removal of the vessel from property of the Association and third parties. Such insurance must show the Association as an additional insured thereon. No person, whether or not the owner of any vessel, shall moor a vessel in any part of Reserves "A" and "B" and "H", "I" and "J" without first providing proof of said coverage and thereafter continually maintaining said insurance in force at all times. If the required proof of insurance is not provided, Association has the right to acquire such insurance on behalf of and at the sole cost of the boat slip owner. Each owner of a vessel or boat slip shall be responsible for any damages caused to other vessels, structures, property or persons.

11. The terms and provisions of the Declaration shall be applicable to all portions of Reserves "A" and "B" and "H", "I" and "J" excepting only to the extent said matters would preclude development and use of said Reserves "A" and "B" and "H", "I" and "J" for marina and boat slip purposes or be inconsistent with the specific terms and provisions hereof and, further, (i) a boat slip shall not be allowed any for sale sign and (ii) one for sale sign not to exceed two square feet shall be allowed to be placed on a vessel.

12. The owners of any part of the property between the retaining wall and the bulkhead may remove anything heretofore erected, placed, or installed thereon, including but not limited to any stairways from the back of adjoining Lots to such property.

13. In the event that the Galveston-Houston area is put under a hurricane watch or hurricane warning by the U.S. Weather Service, vessel owners and boat slip owners shall, without any requirement of notification by the Association, remove any vessel located in any part of Reserves "A" and "B" and "H", "I" and "J" for the duration of any such hurricane watch or hurricane warning. If a slip owner fails or refuses to remove the vessel moored in such area, the Association shall have the right, but not the obligation, to move such vessel to a location, on land or in water, selected by

the Association at the boat slip owner's sole cost, expense and risk. The owner of the boat slip and vessel shall pay such charge on three days notice. Any failure to pay such charge within such time shall be authorization for the Association to dispose of the vessel in any manner and for any consideration, or none, as the Association determines appropriate, in which event the owner of the boat slip and vessel shall be obligated to pay the Association all costs of sale or other disposition plus double the cost for the movement of such vessel and, furthermore, be permanently prohibited from mooring any vessel in the marina area. Neither the Association nor its officers, directors, members, agents, representatives or contractors shall be responsible in any way for any claims of any kind brought by the vessel owner or boat slip owner, for damage or loss to the vessel, including during movement or during or as a result of said hurricane watch or hurricane warning.

14. No landscaping, except ground cover not to exceed 12" in height, within ten feet of the bulkhead shall be allowed at any time in the boat slips behind Section Two, Block 2, Lots 20 through 26, and the south one-half of Block 1, Lot 36. This prohibition cannot be changed without the prior consent of all owners of all boat slips in Reserves "A" and "B".

15. No landscaping, except ground cover not to exceed 12" in height, within ten feet of the bulkhead shall be allowed at any time in the boat slips behind Section Two, Block 2, Lots 4 through 19, except as hereafter approved by 2/3 of the owners of all boat slips in Reserves "A" and "B".

16. In the ten foot landscaping area adjoining the retaining wall in Reserve "A", the owners of said property may plant and maintain landscaping not to exceed four feet in height but only where said landscaping and retaining wall are currently placed. All landscaping, including plants and trees, shall not exceed four feet in height anywhere in Reserves "A" and "B" excepting only in parking islands, and then only one palm tree with small fronds or two pygmy palm trees may be planted. The purpose of this paragraph is to preserve all Lot owners' views. This prohibition cannot be changed without the prior consent of 2/3 of the owners of all boat slips in Reserves "A" and "B".

17. All fences installed anywhere on Reserves "A" and "B" must satisfy all requirements of the Declaration.

18. A motor vehicle gate to the Reserves "A" and "B" marina area will be installed at the property line of the Association swimming pool, a second motor vehicle gate will be installed near the north end of the Easement and a pedestrian/golf cart gate will be installed near the east end of Section Two, Restricted Reserve C. Motor vehicle access to the marina is for boat slip owners only. Motor vehicle parking will be allowed only in assigned, designated parking spaces. The term "motor vehicle" shall include only passenger automobiles, passenger vans, motorcycles and pickup trucks (and shall expressly exclude motor homes and recreational vehicles) that are in operating condition, having current license plates and inspection stickers, and are in daily use as motor vehicles on the street and highways of the state, and golf carts (but without the necessity of being registered for highway use). No other motor vehicle may be parked in the marina area. No non-operable or non-

motorized vehicle, trailer, vessel, marine craft, hover craft, aircraft, machinery or equipment of any kind may be parked or stored in public view. The provisions of this section may not be amended absent the prior consent of all owners of boat slips in Reserves "A" and "B".

19. Owners of Lots 20 through 26, in Section Two, Block 2, shall, subject to the Declaration, have the right to build into Reserve "A" a maximum of eighteen (18) feet from the retaining wall and install one or more emergency access gates extending to the bulkhead. In addition, all owners of Lots from Lot 20 down may build into Reserve "A" a maximum of eighteen (18) feet from the retaining wall. All Lot owners desiring to build into Reserve "A" must comply with the following: (i) approval and all necessary building permits must be obtained from all requisite governmental entities; (ii) all necessary approvals must be obtained from the Association; (iii) construction design plans must include an engineering plan prepared and sealed by LJA Engineers; (iv) Section Two, Block 2, Lots 20 through 25, will have a 3 foot wall/backfilled, Block 2, Lot 26 will have an approximately 3 foot wall/backfilled but that may vary to accommodate curvature of the ground surface, and Lots built into Reserve "A" less than eighteen (18) feet may have a different wall/backfill height to be determined by two-thirds of the owners of boat slips in Reserves "A" and "B"; and (v) Lots from Lot 20 down will have wall/backfill that is 2 feet lower than the existing wall/backfill. No Lot other than Lots 20-26 may prohibit non-emergency motor vehicles on the boat slip behind such Lot unless such boat slip and each boat slip between that boat slip and boat slip 20 has previously elected not to allow non-emergency motor vehicle access on such boat slip. All walls must be of the color and appearance of the existing retaining wall. The provisions of this section may not be amended absent the prior consent of all owners of boat slips in Reserves "A" and "B". Gates shall not be blocked open or closed, and all users thereof are responsible for closing gates after use and confirming that all gates are closed when not in use

20. No motor vehicles - excepting only emergency access motor vehicles - are allowed in the emergency access area behind Section Two, Block 2, Lots 20 through 26, and any other Lots that: (i) consecutively connect down from Lot 20; (ii) agree to build 18 feet into Reserve "A", and (iii) elect not to allow non-emergency motor vehicle access on their boat slip; excepting only motor vehicles owned by the owner of said boat slip or guests thereof on said boat slip. No through, non-emergency motor vehicle traffic will be allowed in this area regardless of future changes to applicable laws or ordinances. The provisions of this section may not be amended absent the prior consent of all owners of boat slips in Reserves "A" and "B".

21. All owners of boat slips in Reserves "A" and "B" may, but shall not be obligated, to remove the existing concrete surface and install a "grasscrete" or similar porous concrete surface that satisfies all applicable laws and ordinances.

22. Notwithstanding anything to the contrary in this Exhibit "A", owners of boat slips behind Section Two, Block 2, Lots 20-26, shall allow pedestrian and golf cart access to the emergency access easement, but as may be reduced as provided above, between the hours of 8:00 a.m. and 10 p.m. only. This is a permissive use subject to the foregoing limitations. In the event of repeated violation of this restriction, owners of said boat slips may permanently prohibit all non-

emergency access across said boat slips at any time, including by fencing said property without further notice.

23. One or more owners of boat slips behind Section Two, Block 2, Lots 4 through 19, may install a walkway along some or all of that portion of the bulkhead owned by said boat slip owners to be paid for by the owners of those boat slips but only upon the affirmative vote of all of the owners of said boat slips. Owners of boat slips behind Section Two, Block 2, Lots 20 through 26, shall not install a common walkway along the bulkhead between boat slips except only upon the affirmative vote of all of the owners of said boat slips and, in such event, such walkway shall be paid by said boat slip owners.

24. All boat lifts must have a roof. Floating docks for jet skis and small vessels are allowed and will not be considered boat lifts. All docks and piers not under roof shall be floating piers. All pilings for floating piers shall be white in color and the same height as the piers in South Shore Harbour marina. All boat slip roofs must start 20 feet out from the bulkhead except behind Block Two, Lots 4 and 5, where such roofs shall start 10 feet out from the bulkhead. All decking on floating piers must be of composite material and consistent with all other decking in the marina. The grade of all roofs shall be 3' on 12'. All roofs shall be dark brown in color or the same as the roof of the house in front of the boat slip. Roofs shall not exceed the following: on Leo Lane, 16 feet in height to the top of the roof, maximum size of 50 x 30; South Shore Harbour, 14 feet in height to the top of the roof, maximum size 50 x 30; Pegasus Lane - 14 feet in height to the top of the roof, maximum size is 50 x 30. No permanent trash cans shall be allowed on docks. All lights on docks shall be positioned and directed not to shine into homes or on other docks; fishing lights must shine directly into the water and be attached from the pier (not the boat dock or bulkhead). All dock boxes must be white in color; be on boat docks; no supplies, materials, accessories or debris may be kept, placed, stored or allowed upon any part of the boat slip except in said dock boxes, and no lockers, chests, cabinets, steps, ramps or similar structures shall be installed except with the permission of Association.

25. All docks and piers must be constructed on the north half of the boat slip to prevent blocking any neighboring boat slip or vessel.

26. All vessels and all docks, piers, slips, roofs and equipment shall be kept in a clean, neat, orderly and safe condition at all times. All vessels shall be kept in a seaworthy condition with current Texas registration numbers. No vessels being used for any commercial purposes, including shrimp/fishing vessels, may be moored in the marina at any time.

27. All vessels shall be operated within and approaching the marina at a no wake speed.

28. No major repairs or alterations to vessels are to be undertaken in the marina, including but not limited to spray painting, fiberglass repair, and engine or transmission repair or removal. Routine maintenance is allowed so long as it does not create a nuisance; the marina is not a boat yard.

29. No person may live aboard any vessel moored in any boat slip excepting only owners of said boat slips or their guests, and in either event for no more than six nights during any thirty day period.

30. Both Association and the owners of boat slips in Reserves "A" and "B" and "H", "I" and "J", collectively or separately, may adopt rules consistent herewith and with the Declaration to further the enforcement of the terms and provisions hereof and the stated purposes hereof and of the Declaration.

31. The owners of all boat slips in Reserves "A" and "B" and "H", "I" and "J", both for themselves and for all future owners thereof, hereby consent and agree to all of the terms and provisions hereof and agree to comply therewith.

32. Except as otherwise provided for in this instrument, the terms and provisions of this instrument may be amended only upon the affirmative vote of the owners of two-thirds of the boat slips in Reserves "A" and "B" and "H", "I" and "J".

FIRST AMENDMENTS TO BE MADE TO EXHIBIT "A"

TO

ANNEXATION OF CONSTELLATION POINTE, SECTION TWO, RESTRICTED RESERVES "A" AND "B", A PART OF CONSTELLATION POINTE, SECTION TWO, A SUBDIVISION IN THE CITY OF LEAGUE CITY, GALVESTON COUNTY, TEXAS, INTO THE JURISDICTION OF CONSTELLATION POINTE HOMEOWNERS ASSOCIATION, INC.

AND

NOTICE OF FILING OF ADDITIONAL COVENANTS, CONDITIONS AND RESERVATIONS APPLICABLE TO CONSTELLATION POINTE, SECTION TWO, RESTRICTED RESERVES "A", "B", "H", "I" AND "J"

The following amendments are to be made to Exhibit "A" to the Annexation and Notice instrument described above:

Paragraph 4 of Exhibit "A" is hereby revised to read in its entirety as follows:

"Ownership of boat slips shall not be subdivided."

Paragraph 22 of Exhibit "A" is hereby revised to read in its entirety as follows:

"Notwithstanding anything to the contrary in this Exhibit "A", owners of boat slips behind Section Two, Block 2, Lots 20-26, shall allow only pedestrian and golf cart access to the emergency access easement, but as may be reduced as provided above, between the hours of 8:00 a.m. and 10 p.m. only. This is a permissive use subject to the foregoing limitations. In the event of repeated violation of this restriction, owners of said boat slips may permanently prohibit all non-emergency access across said boat slips at any time, including by fencing said property, with a vote of 2/3 of the owners of said boat slips."

SECOND AMENDMENTS TO BE MADE TO EXHIBIT "A"

TO

ANNEXATION OF CONSTELLATION POINTE, SECTION TWO, RESTRICTED RESERVES "A" AND "B", A PART OF CONSTELLATION POINTE, SECTION TWO, A SUBDIVISION IN THE CITY OF LEAGUE CITY, GALVESTON COUNTY, TEXAS, INTO THE JURISDICTION OF CONSTELLATION POINTE HOMEOWNERS ASSOCIATION, INC.

AND

NOTICE OF FILING OF ADDITIONAL COVENANTS, CONDITIONS AND RESERVATIONS APPLICABLE TO CONSTELLATION POINTE, SECTION TWO, RESTRICTED RESERVES "A", "B", "H", "I" AND "J"

The following amendments are to be made to Exhibit "A" to the Annexation and Notice instrument described above:

Paragraph 3(B) of Exhibit "A" is hereby revised to delete "June 22, 2013" therefrom and insert, in its place, "January 1, 2013".

Paragraph 6 of Exhibit "A" is hereby amended to include the following additional sentence at the end thereof: "A portion of Restricted Reserve "B" is to be conveyed to Jon and Jackie Hodges/H&H Properties as previously agreed, and Mr. and Mrs. Hodges/H&H Properties shall apply for such parcel to be replatted as a portion of their Lot 6, in Block 3, Constellation Pointe, Section Two, on or before January 1, 2013 at their cost and expense at which time said portion of Restricted Reserve "B" shall be included within the annual assessment for said Lot 6, and shall not be subject to separate assessment earlier.

Paragraph 22 of Exhibit "A" is hereby revised to read in its entirety as follows:

"Notwithstanding anything to the contrary in this Exhibit "A", owners of boat slips behind Section Two, Block 2, Lots 20-26, shall allow only pedestrian and golf cart access to the emergency access easement only by owners of boat slips in Reserves "A" and "B", but as may be reduced as provided above, between the hours of 8:00 a.m. and 10 p.m. only. This is a permissive use subject to the foregoing limitations. In the event of repeated violation of this restriction, owners of said boat slips may permanently prohibit all non-emergency access across said boat slips at any time, including by fencing said property, with a vote of 2/3 of the owners of said boat slips."

FILED AND RECORDED

OFFICIAL PUBLIC RECORDS

Dwight D. Sullivan

2012 Aug 10 11:00 AM Fee: \$ 64.00

2012043060

DWIGHT D. SULLIVAN, COUNTY CLERK
GALVESTON COUNTY TEXAS