

STATE OF TEXAS §
 §
COUNTY OF GALVESTON §

AMENDMENT TO
THE CONDOMINIUM DECLARATION
FOR THE VICTORIAN

WHEREAS, pursuant to the provisions of that certain Condominium Declaration, as amended and adopted (the "Declaration"), of The Victorian, a condominium, located in the City of Galveston, Galveston County, Texas, as filed for record under Clerk's File No. 8216085 and on Film Code No. 001-71-1819 et seq., together with amendments thereto filed for record under Clerk's File No. 8224101 and on Film Code No. 001-82-0790 et seq., and Clerk's File No. 8236438 and on Film Code No. 001-98-2292 et seq., and as adopted by instrument filed for record under Clerk's File No. 8416477 and on Film Code No. 002-96-0918 et seq., all of the Official Public Records of Real Property of Galveston County, Texas, a condominium regime (the "Victorian") was created; and

WHEREAS, pursuant to that certain First Amendment to the Condominium Declaration for The Victorian (the "First Amendment"), one (1) of the amendmendatory documents mentioned above, the Declaration was amended to expressly prohibit and forbid the sale of any Condominium Unit (as defined in the Declaration) in the Victorian under any type of interval ownership or time share arrangement, and to prohibit ownership of any Condominium Unit separated by time intervals; and

WHEREAS, pursuant to the provisions of Article VIII, Paragraph 8.1 of the Declaration, upon the consent of Owners (as defined in the Declaration) of Condominium Units to which sixty-seven percent (67%) of the votes in the Association (as defined in the Declaration) are allocated, and the approval of first mortgagees holding mortgages on Condominium Units which have at least sixty-seven percent (67%) of the votes of Condominium Units subject to mortgages, the Declaration may be amended, and more than the minimum required number of Owners and such first mortgagees desire to repeal the First Amendment and provide for interval ownership arrangement and timeshare regimes at the Victorian under certain conditions:

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS, that:

1. The First Amendment is hereby repealed in its entirety and shall be of no further force and effect.
2. The Declaration is further amended by the addition of a new Article IX thereto, which shall read in its entirety as follows:

ARTICLE IX
CO-OWNERSHIP OF UNITS

9.1 Restrictions on Timeshare Regimes. No Condominium Unit shall be submitted to or sold pursuant to any type of interval ownership arrangement or timeshare regime, except as expressly permitted by and in strict accordance with the provisions of this Article IX.

Regime in accordance with the terms of the Declaration of Co-ownership for that particular Quartershare Regime. The council of owners shall be organized as a Texas non-profit corporation and the owners of all co-ownership estates of the Condominium Unit(s) comprising the particular Quartershare Regime shall be members of such council of co-owners. A director of any council of co-owners need not be a member of such council of co-owners. Each member of such council of co-owners shall irrevocably appoint that council of co-owners as such member's attorney-in-fact for the purpose of voting such member's interest in the Condominium Unit to which Quartershare Regime relates in the affairs of the Association. Each council of co-owners shall be an entirely separate organization apart from any other council of co-owners or the Association. The Declaration of Co-ownership for each Quartershare Regime and the governing corporate documents of any council of co-owners shall contain provisions consistent with the provisions contained in this Paragraph 9.2(e).

f. A Declaration of Co-ownership for a particular Quartershare Regime may provide that the owner(s) of any co-ownership estate therein may enter into and participate in an exchange program whereby any such owner may exchange any or all of their use period for occupancy at any other condominium or timeshare participating in such exchange program.

g. Any Owner of a Condominium Unit that desires to submit or annex such Condominium Unit to a Quartershare Regime may do so only with the prior written approval of the Board. No Condominium Unit may be de-annexed from any Quartershare Regime by any person without the prior written approval of the Board. To obtain such approval, any Owner(s) of any Condominium Unit(s) desiring to create a Quartershare Regime for such Condominium Unit(s) or to annex any Condominium Unit(s) to a Quartershare Regime, or any person(s) desiring to de-annex any Condominium Unit(s) from a Quartershare Regime, must first submit to the Board the following items for review:

1. the proposed Declaration of Co-ownership for the Quartershare Regime, or in the case of annexation or de-annexation, the proposed amendment to the Declaration of Co-ownership for the Quartershare Regime;

2. the proposed Articles of Incorporation and Bylaws of the council of co-owners for the Quartershare Regime, or in the case of annexation or de-annexation, any proposed amendments thereto;

3. the proposed Rules and Regulations of the Quartershare Regime, or in the case of annexation or de-annexation, any proposed amendments thereto;

4. the proposed Disclosure Statement for the Quartershare Regime, any exchange program relating thereto, and in the case of annexation or de-annexation, any proposed amendments thereto;

5. the proposed Application for Registration of the Quartershare Regime or, in the case of annexation or

Condominium Units in the Victorian. By their signature hereon, the undersigned represent that, in the case of an Owner, they own the Condominium Unit(s) described on their respective consents hereto, and in the case of a first mortgage holder, they are the holder of a first mortgage on the Condominium Unit(s) described on their respective approvals hereof. By executing this Amendment, each Owner consents to and each first mortgage holder approves the matters set forth herein. Each Owner and first mortgage holder further represents they are executing this Amendment in consideration of the mutual benefits to be derived by their respective Condominium Unit(s) and mortgage(s) and the other Condominium Units and mortgages in the Victorian.

6. The Association, by joining in the execution hereof, agrees to be bound by all terms and provisions of this Amendment. This Amendment shall be binding on the respective heirs, administrators, legal representatives, successors and assigns of the parties hereto. Except as specifically set forth hereinabove, all provisions of the Declaration shall remain in full force and effect. This Amendment shall become effective upon the recordation of this instrument, together with appropriate consents thereto and approvals thereof, with the County Clerk of Galveston County, Texas, but this Amendment shall be dated as of January 1, 1989.

IN WITNESS WHEREOF, the undersigned Owners and first mortgagees hereby evidence their consent and approval, respectively, and the Association hereby evidences its agreement to the matters set forth herein.

ATTEST:

Lawrence Eguia
Lawrence Eguia, Secretary

THE VICTORIAN OWNERS
ASSOCIATION, INC.

By: Donald C. Clark
Donald C. Clark, President

STATE OF TEXAS §
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This instrument was acknowledged before me on January 16, 1989 by Donald C. Clark, the President, and Lawrence Eguia, the Secretary, of the Victorian Owners Association, Inc., a Texas non-profit corporation, on behalf of said corporation.

Susan Hanne
Notary Public in and for
the State of Texas
Printed Name: SUSAN HANNE
My commission expires: 12-02-90

USE PERIODS: FOR YEARS 1989 TO 2048

1989,	1993,	1997,	2001,	2005,	1990,	1994,	1998,	2002,	2006,
2009,	2013,	2017,	2021,	2025,	2010,	2014,	2018,	2022,	2026,
2029,	2033,	2037,	2041,	2045,	2030,	2034,	2038,	2042,	2046,

Owner A Week	Owner B Week	Owner C Week	Owner D Week	Owner A Week	Owner B Week	Owner C Week	Owner D Week
1	2*	3*	4	4	1	2*	3*
11	5	7	9	9	11	5	7
12	6	8	10	10	12	6	8
19	13	15	17	17	19	13	15
20	14	16	18	18	20	14	16
27	21	23	25	25	27	21	23
28	22	24	26	26	28	22	24
35	29	31	33	33	35	29	31
36	30	32	34	34	36	30	32
43	37	39	41	41	43	37	39
44	38	40	42	42	44	38	40
51	45	47	49	49	51	45	47
52	46	48	50	50	52	46	48

1991,	1995,	1999,	2003,	2007,	1992,	1996,	2000,	2004,	2008,
2011,	2015,	2019,	2023,	2027,	2012,	2016,	2020,	2024,	2028,
2031,	2035,	2039,	2043,	2047,	2032,	2036,	2040,	2044,	2048,

Owner A Week	Owner B Week	Owner C Week	Owner D Week	Owner A Week	Owner B Week	Owner C Week	Owner D Week
3*	4	1	2*	2*	3*	4	1
7	9	11	5	5	7	9	11
8	10	12	6	6	8	10	12
15	17	19	13	13	15	17	19
16	18	20	14	14	16	18	20
23	25	27	21	21	23	25	27
24	26	28	22	22	24	26	28
31	33	35	29	29	31	33	35
32	34	36	30	30	32	34	36
39	41	43	37	37	39	41	43
40	42	44	38	38	40	42	44
47	49	51	45	45	47	49	51
48	50	52	46	46	48	50	52

*Weeks 2 and 3 are extended Maintenance Periods and do not constitute part of the designated Owner's Use Period. See Notes below for description and delineation of Use Periods and Maintenance Periods.

(a) Use Periods: The schedule of assigned weeks shall automatically repeat at the end of each schedule. All of the weeks above shall start at five o'clock (5:00) p.m. on the Friday noted and shall end at twelve o'clock (12:00) noon on the following Friday. In each year where there is a fifty-third (53rd) Friday, the fifty-third (53rd) week shall become a part of the fifty-second (52nd) week and shall be considered a part of Week Fifty-Two (52), which shall start at five o'clock (5:00) p.m. on the following Friday (which shall be the beginning of Week One (1) for that year). Use periods do not include weeks or periods designated for Maintenance Periods.

(b) Intervening Maintenance Periods: The intervening Maintenance Periods shall begin at twelve o'clock (12:00) on Friday and end at five o'clock (5:00) p.m. on that same Friday. There shall not be an intervening Maintenance Period whenever the Use Periods both before and after such intervening Maintenance Period are owned by the same Owner. In that event, the intervening Maintenance Period shall be treated as a part of the preceding Use Period. No Owner shall have any occupancy rights during an intervening Maintenance Period.

(c) Extended Maintenance Periods: Two (2) annual extended Maintenance Periods, the first (1st) of which shall begin on the second (2nd) Friday of each year at twelve o'clock (12:00) noon and shall end at five o'clock (5:00) p.m. on the Friday of the following week, and the second (2nd) of which shall begin the third (3rd) Friday of each year at 5:00 o'clock (5:00) p.m. and shall end at five o'clock (5:00) p.m. on the Friday of the following week. As these weeks rotate pursuant to the provisions set forth above, the Owner's occupancy rights for these specific weeks will be deemed waived for purposes of extended maintenance.

USE PERIODS: YEARS AFTER 2048

After the year 2048, the above schedule shall repeat for successive sixty (60) year periods starting in the year 2049.

CONSENT BY OWNER(S)

(Individuals)

The undersigned, being the Owner(s) of the Condominium Unit(s) in the Victorian, as indicated below, hereby consent to the repeal of the First Amendment and to the addition of a new Article IX to the Declaration, all relating to the regulation of timeshares, as set forth in that certain Amendment to the Condominium Declaration for the Victorian dated as of January 1, 1989.

Unit No(s): _____

Date Signed: _____, 1989

Signature of Owner

Signature of Owner

Printed Name: _____

Printed Name: _____

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BEFORE ME, the undersigned authority, on this day personally appeared _____,
known to me to be the person(s) whose name(s) is(are) subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office this ____ day of _____, 1989.

Notary Public in and for

the _____

Printed Name: _____

Date Commission Expires: _____

CONSENT BY OWNER(S)

(Corporations)

The undersigned, being the Owner(s) of the Condominium Unit(s) in the Victorian, as indicated below, hereby consent to the repeal of the First Amendment and to the addition of a new Article IX to the Declaration, all relating to the regulation of timeshares, as set forth in that certain Amendment to the Condominium Declaration for the Victorian dated as of January 1, 1989.

Unit No(s).: _____

Date Signed: _____, 1989

ATTEST:

Name of Owner

By: _____
Printed Name: _____
Title: _____

By: _____
Printed Name: _____
Title: _____

STATE OF _____ §
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BEFORE ME, the undersigned authority, on this day personally appeared _____,
known to me to be the person(s) and officer(s) whose name(s) is(are)
subscribed to the foregoing instrument, and acknowledged to me that ___he___
is(are) the _____ of
_____, a _____
corporation, and that ___he___ executed the same for the purposes and
consideration therein expressed in the capacity therein stated and as the
act and deed of said corporation.

Given under my hand and seal of office this ___ day of _____,
1989.

Notary Public in and for
the _____
Printed Name: _____
Date Commission expires: _____

APPROVAL BY FIRST MORTGAGEE(S)

(Individuals)

At the request of the Owner(s) thereof, the undersigned, being the first mortgagee holding a mortgage on the Condominium Unit(s) in the Victorian, as indicated below, hereby approve the repeal of the First Amendment and to the addition of a new Article IX to the Declaration, all relating to the regulation of timeshares, as set forth in that certain Amendment to the Condominium Declaration for the Victorian dated as of January 1, 1989.

Unit No(s).: _____

Date Signed: _____, 1989

Signature of First Mortgagee

Signature of First Mortgagee

Printed Name: _____

Printed Name: _____

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COUNTY OF _____ §

BEFORE ME, the undersigned authority, on this day personally appeared _____,
known to me to be the person(s) whose name(s) is(are) subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office this ____ day of _____, 1989.

Notary Public in and for
the _____

Printed Name: _____

Date Commission expires: _____

APPROVAL BY FIRST MORTGAGEE(S)

(Corporations)

At the request of the Owner(s) thereof, the undersigned, being the first mortgagee holding a mortgage on the Condominium Unit(s) in the Victorian as indicated below, hereby approves the repeal of the First Amendment and to the addition of a new Article IX to the Declaration, all relating to the regulation of timeshares, as set forth in that certain Amendment to the Condominium Declaration for the Victorian dated as of January 1, 1989.

Unit No(s): _____

Date Signed: _____, 1989

ATTEST:

Name of First Mortgagee

By: _____

By: _____

Printed Name: _____

Printed Name: _____

Title: _____

Title: _____

STATE OF _____ §

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COUNTY OF _____ §

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BEFORE ME, the undersigned authority, on this day personally appeared _____, known to me to be the person(s) and officer(s) whose name(s) is(are) subscribed to the foregoing instrument, and acknowledged to me that he is(are) the _____ of _____, a _____ corporation, and that he executed the same for the purposes and consideration therein expressed in the capacity therein stated and as the act and deed of said corporation.

Given under my hand and seal of office this ____ day of _____, 1989.

Notary Public in and for
the _____
Printed Name: _____
Date Commission expires: _____