

AMENDMENT TO RESTRICTIONS, CONDITIONS AND COVENANTS OF

CAPE CARANCAHUA SUBDIVISION
BUSINESS PARK

WHEREAS On March 13, 1985, Cape Carancahua, Inc. filed of record one certain Restrictions, Conditions and Covenants of Cape Carancahua Subdivision Business Park in Volume 662, Pages 488-492 of the Deed Records of Jackson County, Texas and

WHEREAS, I, John Curtis White, the undersigned, as President of Cape Carancahua, Inc. wish to further amend said Restrictions, Conditions and Covenants NOW, THEREFORE,

KNOW ALL MEN BY THESE PRESENTS:

That the Restrictions, Conditions and Covenants of Cape Carancahua Subdivision, Business Park, are hereby amended in the following particulars:

Paragraph 1.06 is hereby amended to read: The owners or occupants of all lots of the Business Park shall at all times keep all weeds and grass thereupon cut in a sanitary, healthful and attractive manner, and shall in no event use any lot for storage of material and equipment except when completely enclosed with a six (6') foot privacy fence. Such owner or occupants shall not permit the accumulation of garbage, trash or rubbish of any kind thereon. In the event of default on the part of the owner or occupant of any lot in the Business Park in observing the above stated requirements, or any of them, employees or agents of the Cape Carancahua Property Owners' Association, its and their successors and assigns may, without becoming liable to the owner or occupancy, in trespass or otherwise, enter upon such lot, cut, or cause to be cut, such weeds and grass, and remove or cause to be removed such garbage, trash, rubbish, etc. so as to place said lot in a neat, attractive, healthful and sanitary condition, and may bill either the owner or occupant of such lot for the cost of such work. The owner or occupant as the same may be, agrees by the purchase or occupation of any lot in the Cape Carancahua Business Park to pay such bill or statement immediately upon receipt thereof.

Paragraph 2.01 is hereby amended to read: No building, toolhouse, outbuildings, culvert, fence or other structure or improvement shall be erected, placed or altered on any lot until two copies of the construction plans and specifications, including specifications of all exterior materials and a plan showing the proposed location of the structure, have been submitted to and approved in writing by the Cape Carancahua Property Owners' Association. If the construction is not commenced within three (3) months of such approval, the approval shall be null and void unless the extension is granted in writing.

Paragraph 2.02 shall be amended to read: No house may be constructed or covered with tar paper, metal or any other material other than that customarily used for the erection of houses, except that pier houses and boat houses, that are built on the water, may be of a new corrugated sheet metal. All houses shall have a minimum of one thousand (1000') square feet of living area, not counting stoops and porches. All construction must be of new material, except stone, brick, or other materials used for an antique decorative effect if such use is approved in writing by the Cape Carancahua Property Owners' Association. No sheet metal or metal panels shall be used in any outbuildings unless such sheet metal panels shall have factory applied paint or be factory anodized. Any metal outbuildings, storage building or toolhouse not built by a commercial manufacturer shall be of design, appearance, quality and materials comparable to those built by commercial manufacturers.

Paragraph 2.13 shall be amended to read: No removal of trees or excavation of any materials other than for landscaping, construction of buildings, driveways, etc., will be permitted without the written permission of Cape Carancahua Property Owners' Association, Inc.

Paragraph 3.01 shall be amended as follows: The last sentence shall be omitted and replaced with "Before any work is done, approval of said location must be first obtained from the Cape Carancahua Property Owners' Association, Inc." Except for this change, article 3.01 remains unchanged.

Addition of Paragraph 3.02: In the event a governmental authority should require the installation of sanitary sewers and appurtenances in part or all of the Subdivision, the purchasers and owners of the lots in the Business Park agree to join with the Cape Carancahua Property Owners' Association, Inc. and/or the Cape Carancahua Water Supply Corporation in the formation of a utility district to furnish and provide such required services and each lot purchaser and owner does appoint the Cape Carancahua Property Owners' Association and/or the Cape Carancahua Water Supply Corporation as their lawful attorney-in-fact to execute any and all instruments and take any and all necessary actions in their behalf to accomplish the creation of a utility district and the construction of the required improvements. Each lot purchaser and owner further agrees to pay monthly charges for the use of such system as established by the Texas Utilities Commission or its successor.

When and if a sewage treatment plant and collection system for the service of the Subdivision is provided, it shall be used as the sole means of sewage disposal for such premises.

CERTIFIED COPY CERTIFICATE

COUNTY OF JACKSON
STATE OF TEXAS

The above and foregoing is a full, true and correct copy of the original as recorded in the public records of my office. I hereby certify that the above and foregoing is a true and correct copy of the original as recorded in the public records of my office.



MARTHA KLAPP
COUNTY CLERK
COUNTY OF JACKSON
STATE OF TEXAS
BETTY KAULUS

The addition of Paragraph 3.03: The Cape Carancahua Property Owners' Association reserves unto itself, its successors and assigns, or any governmental authority having jurisdiction thereafter, the right and privilege and an easement to use all streets and roadways, waterways, public areas and easements shown on the recorded plat of the Cape Carancahua Business Park, for utility purposes and surface drainage. In addition, Cape Carancahua Property Owners' Association, Inc. reserves unto itself, its successors and assigns, an easement for utility purposes, in, on, over and under a strip twenty (20) feet in width along the front of each lot in the Business Park and ten (10) feet in width along the rear and five (5) feet in width along each side of each and every lot in the Business Park.

Paragraph 4.01 shall be amended to replace the word "developer" with "Cape Carancahua Property Owners' Association, Inc."

Paragraph 4.02 shall be amended to read "The protective covenants may be amended at any time after March 15, 1995 by an instrument signed by Cape Carancahua Property Owners' Assoc. together with a majority of the lot owners in the Business Park.

Paragraph 4.03 shall be amended to replace the word "Developer" with "Cape Carancahua Property Owners' Association, Inc."

The addition of Paragraph 4.07: Cape Carancahua Property Owners' Association shall have the right to enforce any and all of the protective covenants contained herein, and pursuant thereto has the right to contract for the performing of services which will remedy the breach of any covenant herein and assess the cost of said services against the particular lot owner involved. Each instrument of conveyance of any lot in the Subdivision shall make reference to these Restrictions and shall contain a Vendor's Lien in favor of Cape Carancahua Property Owners' Association, Inc. securing the performance of these Restrictions.

The addition of Paragraph 4.08: Cape Carancahua Property Owners' Association, Inc. shall approve in advance any construction proposed for any lot in the Business Park. The Association shall determine whether the same meets the specific requirements of these protective covenants. In addition, and with limitation, the Association shall have the right to approve the type and size of the proposed structure, the quality of materials and workmanship, the harmony of the external design in relation to existing structures, and the location with respect to the topography of the property. The Association shall formulate an established plan with regard to all such matters and shall make the same available to all lot owners.

The addition of Paragraph 4.09: Cape Carancahua Property Owners' Association, Inc. shall have the power in specific cases where, owing to special conditions, enforcement of one or more of these protective covenants will result in hardship to the lot owner, to make a special exception thereto, and may substitute other conditions therefore, so that the spirit of these protective covenants will be preserved.

EXECUTED on this 24th day of April, 1995.

CAPE CARANCAHUA, INC.
BY: John Curtis White
John Curtis White, President

STATE OF TEXAS ↓
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COUNTY OF JACKSON ↓

The foregoing AMENDMENT TO RESTRICTIONS, CONDITIONS AND COVENANTS OF CAPE CARANCAHUA BUSINESS PARK was acknowledged before me by John Curtis White known to me to be the President of Cape Carancahua, Inc. on this the 24th day of April, 1995.

Marta E. Sam
Notary Public in and for the State of Texas



Please return recorded instrument to:
Cape Carancahua Property Owners' Association, Inc.
HC02, Box 214
Palacios, TX 77465

CERTIFIED COPY CERTIFICATE
STATE OF TEXAS
COUNTY OF JACKSON
The above and foregoing is a true, true and correct photographic copy of the original record now in my custody and possession, as the same is filed in accordance with the public records of my office. Hereby certify on this 24th day of April, 1995.
KATHIE KALUP
COUNTY CLERK
COUNTY OF JACKSON, TEXAS
BY: Betty Kalup
BETTY KALUP, DEPUTY

