

9330979

SECOND  
AMENDMENT TO CORRECTION RESTRICTIONS,  
COVENANTS AND CONDITIONS FOR  
LAFFITE'S COVE AT PIRATES BEACH

THE STATE OF TEXAS           §  
   §  
 COUNTY OF GALVESTON       §

WHEREAS, pursuant to the provisions of that certain instrument entitled Correction Restrictions, Covenants and Conditions for Laffite's Cove at Pirates Beach ("Restrictions") dated August 3, 1992, filed for record under County Clerk's file No. 9230659, Film Code No. 008-35-0345 of the Real Property Records of Galveston County, Texas, modified by Amendment to Correction Restrictions, Covenants and Conditions for Laffite's Cove at Pirates Beach dated June 1, 1993, filed for record under County Clerk's File No. 9323348, Film Code No. 008-95-2288 of the Real Property Records of Galveston County, Texas, certain restrictions, covenants and conditions were imposed upon all numbered lots in Pirates Cove, Section Six, a subdivision ("Subdivision") in Galveston County, Texas, according to the plats thereof recorded in Book 18, Pages 277-281 of the Map Records of Galveston County, Texas, as amended by Pirates Cove Section Six First Amending Plat recorded in Book 18, Pages 326-333 of the Map Records of Galveston County, Texas and Partial Replat of Pirates Cove Section Six First Amending Plat recorded in Book 18, Pages 366-367 of the Map Records of Galveston County, Texas;

WHEREAS, it is the desire of the undersigned owner of a majority of the lots in the aforementioned Subdivision to further amend the Restrictions.

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS: That, THE WOODLANDS CORPORATION, a Delaware corporation, with its offices and principal place of business in The Woodlands, Montgomery County, Texas, acting herein by and through its duly authorized officers, the owner of a majority of the lots in the Subdivision, does hereby amend the Restrictions in the following particulars:

Paragraph 22 of the Restrictions entitled Special Laffite's Cove Maintenance Charge is hereby deleted in its entirety and the following Paragraph 22 is inserted in its stead:

"22. Special Laffite's Cove Maintenance Charge.  
The owner of each lot within the Property, except as hereinafter provided, shall pay to the Developer a minimum annual maintenance charge ("Special Laffite's Cove Maintenance Charge") of \$250.00 per year for the purpose of creating a fund to be known as the "Special Laffite's Cove Fund". Said Special Laffite's Cove Maintenance Charge may be increased from time to time by the Developer in an annual amount not to exceed 10% of the Special Laffite's Cove Maintenance Charge for the previous year up to a maximum charge of \$402.62 per year, if, in the sole discretion of Developer, such action is required to satisfy funding requirements for those expenses enumerated in paragraph 23 below. After said maximum charge of \$402.62 per lot has been reached, the Developer shall have the right, in its sole discretion, to increase the Special Laffite's Cove Maintenance Charge by a percentage increase equal to the percentage increase in the Consumer Price Index - All Items, 1967 equals 100 (as defined by the U.S. Department of Labor, Bureau of Labor Statistics) for the year preceding the year for which the assessment is being made. Should the U.S. Department of Labor, Bureau of Statistics cease to publish the Consumer Price Index - all Items, 1967 equals 100, the Developer shall select such other indices which in its judgment reflect the then broad range of economic factors represented in the said Consumer Price Index - All Items, 1967 equals 100. Said Special Laffite's Cove Maintenance Charge shall be due and payable annually, in advance, on or before the first day of July of each year, to the Developer at its offices in The Woodlands, Texas. The Special Laffite's

Cove Maintenance Charge on any lot purchased after July 1st of any year (covering the period of time from the purchase thereof to June 30 of the ensuing year) shall be prorated in the proportion that the number of months remaining prior to July 1st of said ensuing year bears to a whole year. It is expressly agreed that all unsold lots owned by Developer and its successors and assigns shall be excluded from payment of the Special Laffite's Cove Maintenance Charge."

Except as herein and heretofore changed and amended, all of the provisions contained in the Restrictions shall remain in full force and effect as originally written.

EXECUTED this the 19th day of July, 1993.

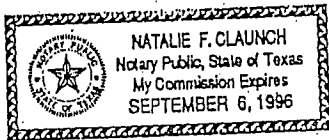
OWNER:

THE WOODLANDS CORPORATION

By: William A. Ross, Jr.  
William A. Ross, Jr.  
Vice President

THE STATE OF TEXAS §  
COUNTY OF MONTGOMERY §

This instrument was acknowledged before me on July 19, 1993, by William A. Ross, Jr., Vice President of THE WOODLANDS CORPORATION, a Delaware corporation, on behalf of said corporation.



Natalie F. Claunch  
Notary Public, State of Texas

STATE OF TEXAS COUNTY OF GALVESTON  
I hereby certify that this instrument was filed on the date and time stamped hereon by me and was duly recorded in the Official Public Records of Real Property of Galveston County Texas, on  
JUL 26 1993

ECS/11/BAHEND2.PC6/07-14-93



Jessie S. Kirkendall  
COUNTY CLERK  
GALVESTON CO., TEXAS

The Woodlands Corporation

FILED FOR RECORD  
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Jessie S. Kirkendall  
COUNTY CLERK  
GALVESTON COUNTY, TEXAS