



**FIRST AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS, CENTERPOINTE SUBDIVISION**

**THE STATE OF TEXAS**  
**COUNTY OF GALVESTON**

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**KNOW ALL MEN BY THESE PRESENTS:**

THIS FIRST AMENDMENT TO THE DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR CENTERPOINTE is made by CENTERPOINTE PROPERTIES, LTD., a Texas limited partnership, acting herein by and through CRESCO DEVELOPMENT CORPORATION, a Texas corporation (hereinafter "Declarant"), as of the 31<sup>st</sup> day of July, 2007.

WHEREAS, the Declaration of Covenants, Conditions and Restrictions for Centerpointe Subdivision (hereinafter referred to as the "Declaration") was executed on January 30, 2001, and recorded in the Official Records of Real Property of Galveston County, Texas under County Clerk's File No. 2001014064 and Film Code No. 015-44-0190, et seq.;

WHEREAS, Article IX, Section 6 of the Declaration provides that the Declaration may be amended unilaterally by the Declarant at any time and from time to time prior to the end of the Class B membership of the Declarant...for any other purpose, provided that the amendment has no material adverse effect upon any right of any Owner or that the Owner or Owners so affected have consented thereto; and

WHEREAS, Declarant and the Board of Directors of the Centerpointe Property Owners Association, Inc. desire to amend the Declaration with regard to play structures;

NOW THEREFORE, Article III, Section 2 is hereby amended to read as follows:

Section 2. Use of Temporary Structures or Outbuildings. No structure of a temporary character, whether trailer, basement, tent, shack, garage, barn or other outbuilding shall be maintained or used on any Lot at any time as a residence, or for any other purpose, with the exception of lawn storage or children's playhouses which have received Architectural Control Committee approval, except that sales trailers and construction trailers are permitted during the initial construction phase and sales phase of the Subdivision's development.

Lawn storage buildings and/or children's playhouses and/or play structures may be placed on a Lot behind the main residential structure Provided the express written consent of the Architectural Control Committee is secured prior to installation and placement on a Lot. Lawn storage buildings shall be limited to one (1) per lot and shall not exceed eight feet (8') in height from ground to highest point of structure, and children's playhouses or play structures shall not exceed twelve feet (12') from ground to highest point of structure. Additionally, no outbuilding structure of any type is permitted unless the entire backyard of the specific Lot involved is completely enclosed by fencing. Otherwise, no outbuilding or temporary structure of any kind shall ever be moved onto or erected on any Lot. It is intended hereby that, unless otherwise specifically approved, only new construction shall be placed and erected on any Lot within the Property.

FURTHER, Article III, Section 8 is hereby amended to read as follows:

Section 8. Pools and Playground Equipment. No above ground pools are permitted at all on any Lots. Pool ancillary structures are limited to a maximum overall height of eight feet (8') and an above ground grade deck maximum of thirty-six inches (36"). Play structures including, but not limited to, fort-style structures, playhouses and trampolines, are limited to a maximum overall height of twelve feet (12') above natural grade. A maximum of two (2) play structures will be allowed per Lot. All such play structures must be wholly contained in the backyard of the Lot, and may not be placed nearer to the side or rear property lines than the total height of the structure. Play structure materials and colors shall be as approved by the Architectural Control Committee and shall be maintained at all times in a good, safe, attractive and neat condition. Play structures of any type or amenity structures of any type are permitted only when the entire backyard of the specific Lot involved is completely enclosed by fences. The intent of this provision is to offer optimum private enjoyment of adjacent properties.

Nothing herein is intended to alter, modify or amend the Declaration except as specifically provided hereinabove.

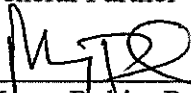
WITNESS THE EXECUTION HEREOF, this the 31<sup>st</sup> day of July, 2007.

ADOPTED this the 31<sup>st</sup> day of July, 2007, with the approval of Declarant and the Board of Directors of Centerpointe Property Owners Association, Inc.

DECLARANT:

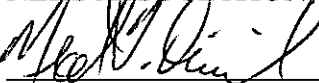
CENTERPOINTE PROPERTIES, LTD.  
a Texas limited partnership

By: Cresco Development Corporation  
General Partner

By:   
Maury Rubin, President

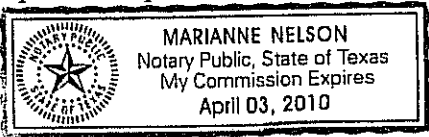
APPROVED:

CENTERPOINTE PROPERTY  
OWNERS ASSOCIATION, INC.

By:   
Neal F. Dominick, President

THE STATE OF TEXAS §  
§  
COUNTY OF GALVESTON §

THIS INSTRUMENT was acknowledged before me on this the 31 day of July, 2007, by the said Maury Rubin, President of Cresco Development Corporation, general partner of Centerpointe Properties, Ltd., on behalf of said limited partnership.



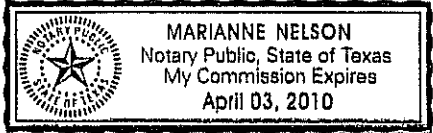
*Marianne Nelson*  
NOTARY PUBLIC IN AND FOR  
THE STATE OF TEXAS

THE STATE OF TEXAS §  
§  
COUNTY OF GALVESTON §

THIS INSTRUMENT was acknowledged before me on this the 31<sup>st</sup> day of July, 2007, by the said Neal F. Dominick, President of Centerpointe Property Owners Association, Inc., a Texas non-profit corporation, on behalf of said corporation.

*Marianne Nelson*  
NOTARY PUBLIC IN AND FOR  
THE STATE OF TEXAS

RETURN TO:  
Daughtry & Jordan, P.C.  
17044 El Camino Real  
Houston, Texas 77058



**FILED AND RECORDED**



OFFICIAL PUBLIC RECORDS

*Mary Ann Daigle*

2007054368

August 17, 2007 11:14:27 AM

FEE: \$24.00

Mary Ann Daigle, County Clerk  
Galveston County, TEXAS