

**SECOND AMENDMENT  
TO THE  
RESTATED RESTRICTIVE COVENANTS FOR  
QUAKERS LANDING SECTIONS 1 AND 2**

STATE OF TEXAS           §  
  §  
COUNTY OF GALVESTON §

**WHEREAS**, this amendment relates to Quakers Landing, Section 1, a subdivision in Galveston County, Texas according to the plat thereof recorded in Book 8, Page 9 of the Map Records in the Office of the County Clerk of Galveston County, Texas, and Quakers Landing Section 2, a subdivision in Galveston County, Texas according to the plat thereof recorded in Book 10, Page 43 of the Map Records in the Office of the County Clerk of Galveston County, Texas, commonly known as Quakers Landing (the “**Subdivision**”);

**WHEREAS**, a declaration of Restrictions, Reservations and Covenants for Quakers Landing Section 1 was recorded in the Official Records of Real Property of Galveston County, Texas on January 30, 1968 under County Clerk's File No. 6801809;

**WHEREAS**, a declaration of Restrictions, Reservations and Covenants for Quakers Landing Section 2 was recorded in the Official Records of Real Property of Galveston County, Texas on May 2, 1972 under County Clerk's File No. 7208693;

**WHEREAS**, Restated Restrictive Covenants for Quakers Landing Sections 1 and 2, were filed of record September 11, 2015, under County Clerk's File No. 2015058259, of the Official Public Records of Real Property of Galveston County, Texas (the “**Restated Restrictions**”) along with the first amendment to the Restated Restrictions filed of record July 1, 2016, under County Clerk's File No. 2016039808, of the Official Public Records of Real Property of Galveston County, Texas;

**WHEREAS**, Texas Property Code Section 209.0041(h) grants property owners the right to amend a declaration by a vote of sixty-seven percent (67%) of the total votes allocated to the property owners in the Association. Specifically, Texas Property Code, Section 209.0041 (h) states, “[e]xcept as provided by this subsection, a declaration may be amended only by a vote of 67 percent of the total votes allocated to property owners in the property owners' association, in addition to any governmental approval required by law. **If the declaration contains a lower percentage, the percentage in the declaration controls;**” [Emphasis added.]

**WHEREAS**, the owners of lots in the Subdivision are empowered by the Restated Restrictions to amend by an instrument duly executed and acknowledged and recorded in the office of the County Clerk of Galveston County, Texas, signed by the owners of a **majority** of the lots in the Subdivision (the “**Members**”) [Emphasis added];

**WHEREAS**, the Restated Restrictions have been amended at a Special Meeting of the Members held on 9 OCTOBER, 2022 by a vote of at least a majority (i.e., 50.1%) of the total votes allocated to property owners in the Association, thereby approving the **Second Amendment** to the Restated Restrictions, as attested to by the President of the Association below.

**NOW THEREFORE, Section 14,** shall be amended to read as follows:

14. (a) No trucks, vans, or any vehicle other than passenger vehicles may be parked in driveways or on streets for longer than twelve (12) hours in any twenty-four (24) hour period. Residents and their guests may park passenger vehicles (e.g., sedans, SUVs, light-duty trucks, and 250cc or greater motorcycles) in driveways or on streets. All vehicles parked in streets shall be parked in a manner which (i) does not hinder the safe and efficient flow of traffic; and (ii) does not restrict access to any resident's walkway, driveway, or mailbox. Vehicles parked in the street should be parked directly in front of the residence with which they are associated if space is available. No vehicle shall ever be permitted to be parked on the front or side lawn within view of the public. Inoperable vehicles (e.g., cars on cinder blocks, "parts cars,") shall not be parked in driveways, streets, or any locations visible from the street. Any vehicle which has not moved more than 10 feet in any direction for a period of thirty (30) days may be deemed inoperable for purposes of this section.

(b) No mobile homes shall be kept on or about any lot at any time. All trailers, boats (regardless of size) and/or boat trailers, recreational vehicles, and camping units must be kept in the rear of the residences and then only provided that the owners or occupants of such lots construct and maintain a six (6) foot wood or masonry fence or other suitable enclosure for concealing the storage of same. No motorized recreational vehicles of any kind may be kept on the street for longer than thirty-six (36) hours. Golf carts, all-terrain vehicles, and similar small recreational motorized vehicles shall not be parked in driveways or yards, if visible from the street, for longer than twenty-four (24) hours in any seven (7) day period.

**NOW THEREFORE, Section 19,** shall be amended to read as follows:

19. (a) Each Lot shall be subject to an annual regular assessment of three hundred and seventy-five dollars (\$375.00) to be assessed in 2022 and up to four hundred and fifty dollars (\$450.00) per annum starting in 2023 and continuing thereafter for the purpose of creating a maintenance fund.

(b) Beginning with the 2024 assessment, the maximum annual assessment may be increased by the Board of Directors of the Association, effective the first day of January of each year, in conformance with the rise, if any, in the Consumer Price Index, or any successor publication, for the preceding month of July, without a vote of the Members of the Association. The maximum annual assessment may be increased above that established by the Consumer Price Index formula only by approval of two-thirds (2/3) of all Members in the Association.

(c) In addition to the annual assessment authorized above, the Association may levy, in any assessment year, a special assessment applicable to that year only, for the purpose of defraying, in whole or

in part, the cost of any construction, reconstruction or unexpected repair or replacement expenditures located upon the Community Properties, including the necessary fixtures and personal property related thereto, provided that any such assessment shall have the approval of the Members as set forth in Section (b) above.

(d) The proceeds of said fund may be used for promoting the health, safety, welfare, and recreation of the residents and providing improvement facilities, maintenance and services thereof, such uses and benefits including by way of clarification and not limitation, any or all of the following: caring for vacant lots, fogging for insect control, providing and maintaining parks, parkways, esplanades, entrances and other public areas, and recreational facilities, such as a swimming pool, including caretakers, and paying expenses of collection and administration of the charge and assessment, and doing any other thing or things necessary or desirable in the opinion of the subdivision. So long as exercised in good faith, decisions of the Quakers Landing Civic Improvement Association in the expenditure of said fund shall be final and conclusive.

(e) To secure the payment of the regular and special assessments established hereby and to be levied on the individual residential lots above described, all Lots are subject to these restrictions and said conveyances shall automatically be construed to retain a vendor's lien for the benefit of the above mentioned Quakers Landing Civic Improvement Association, its successors and assigns, to secure the payment of the annual and special assessments, interest, collection costs, and attorneys fees, said lien to be enforceable through appropriate proceeding by said beneficiary; provided, however, that each such lien shall be subordinate to all liens, present or future, granted or created by the owner of any such lot to secure the payment of monies advanced or to be advanced on account of the purchase price and/or improvement of any such lot.”

**NOW THEREFORE, Section 20, shall be added to read as follows:**

20. (a) The Association or any Owner shall have the right to enforce, by any proceeding at law or in equity, the covenants and restrictions contained herein. The Association may also adopt reasonable rules and regulations and guidelines governing the subdivision. Owners are subject to all of the Association's properly adopted and recorded dedicatory instruments. Failure of the Association or any Owner to enforce any of the provisions herein contained shall in no event be deemed a waiver of the right to do so thereafter. The Association may also impose reasonable fines (to include late fees). No fine under this section shall be imposed before the board has notified the lot owner of the violation in writing, by certified mail; offered the lot owner an opportunity to discuss the matter before the board, or a committee thereof; and provided the lot owner a reasonable period of time in which to cure the violation. If a violation is not cured within a reasonable time, the association may, in accordance with applicable

law, and in addition to any fines imposed, recover the reasonable costs of enforcement, to include interest, postal fees, administrative and attorney's fees.

(b) The Association may grant variances from compliance with any of the restrictions in specific instances where the Association in good faith deems that such variance does not adversely affect the Subdivision when circumstances such as topography, natural obstruction, hardship, aesthetic, or environmental considerations may require. All variance grants shall be in writing. If a variance is granted, no violation of the covenants, conditions, or restrictions contained in this Declaration or other applicable document shall be deemed to have occurred with respect to the matter for which the variance was granted. The granting of such a variance shall not operate to waive any of the terms and provisions of this Declaration or other applicable document for any purpose except as to the particular provision hereof covered by the variance.

**FURTHER**, nothing herein is intended to alter, modify, or amend the Restated Restrictions, or any Amendments thereto, except as specifically provided hereinabove.

#### CERTIFICATION

I, the undersigned, am the duly elected and acting President of the Board of Directors of Quakers Landing Civic Improvement Association, a non-profit corporation, and I do hereby certify:

That the within and foregoing **SECOND AMENDMENT TO THE RESTATED RESTRICTIONS FOR QUAKERS LANDING SECTIONS 1 AND 2**, was properly adopted at a Special Meeting of the Members on the 9 day of OCTOBER, 2022, by a vote of at least a majority (i.e., 50.1%) of the total votes allocated to property owners in Quakers Landing Civic Improvement Association as per Texas Property Code Section §209.0041(h).

IN WITNESS WHEREOF, I have executed this Second Amendment to the Restated Restrictions for Quakers Landing Sections 1 and 2 to be effective as of the 9 day of OCTOBER, 2022.

**QUAKERS LANDING CIVIC IMPROVEMENT  
ASSOCIATION**

By: \_\_\_\_\_

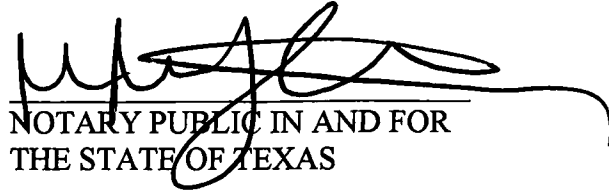
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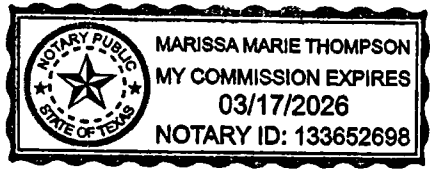
ELIZABETH SHAW

(Print Name)

THE STATE OF TEXAS           §  
  §  
COUNTY OF GALVESTON       §

This instrument was acknowledged before me, on the 12 day of October, 2022, by Elizabeth Shaw, President of Quakers Landing Civic Improvement Association, a Texas Non-Profit Corporation.

  
NOTARY PUBLIC IN AND FOR  
THE STATE OF TEXAS



## FILED AND RECORDED

Instrument Number: 2022064517

Recording Fee: 42.00

Number Of Pages: 6

Filing and Recording Date: 10/13/2022 8:33AM

I hereby certify that this instrument was FILED on the date and time stamped hereon and RECORDED in the OFFICIAL PUBLIC RECORDS of Galveston County, Texas.



*Dwight D. Sullivan*

Dwight D. Sullivan, County Clerk  
Galveston County, Texas

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