

FIRST AMENDMENT
TO DECLARATION OF
COVENANTS, CONDITIONS
AND RESTRICTIONS
OF
BELLAGO
Lake Conroe, Texas

**FIRST AMENDMENT TO DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS OF BELLAGO**

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**FIRST AMENDMENT TO DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS OF BELLAGO**

THIS FIRST AMENDMENT TO THE DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS OF BELLAGO is made this 29 day of October, 2007, by BELLAGO COMMUNITY IMPROVEMENT ASSOCIATION (hereafter "Homeowners Association"), a Texas Non Profit Corporation, and MEMO EXPRESS, LLC., a Texas Limited Liability Company, (hereafter the "Declarant") for itself, its successors, grantees and assigns.

PREAMBLE

1. MEMO EXPRESS, LLC., a Texas Limited Liability Company, has previously subjected Declarant's interest in the real property described in Exhibit "A" (hereafter the "Bellago Property") to certain Covenants, Conditions and Restrictions by the filing of a DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS OF BELLAGO, said declaration (hereafter the "Original Declaration"), being dated February 25, 2006 and being filed of record on February 28, 2006 in Volume 2006-020550, pages 023-11-0871 thru 023-11-0890 of the Official Public Records of Real Property at Montgomery County, Texas (hereafter the "Covenants and Restrictions").

2. Pursuant to the Covenants and Restrictions, an association known as the BELLAGO COMMUNITY IMPROVEMENT ASSOCIATION, a Texas Non Profit corporation, (hereafter the "Homeowners Association") was formed for the management and maintenance of certain common areas within the Bellago Property.

3. The Covenants and Restrictions in Section 9.3 provide that such Covenants and Restrictions may be amended upon the affirmative vote of seventy five percent (75%) of the Owners and the approval of the Association.

4. The Homeowners Association, the Owners and Declarant hereby desire to clarify and amend certain provisions of the Covenants and Restrictions.

NOW, THEREFORE, the Parties hereto hereby make the following amendments to the Covenants and Restrictions:

1. Section 1.2 of the Covenants and Restrictions is amended to hereby read as follows:

1.2 "Common Area" shall mean and refer to (i) all of the property comprising BELLAGO, other than the Lots, as shown on the Subdivision Plat, said property including but not limited to a swimming pool, tennis courts and playground areas, entrance areas, private streets and common parking areas, common lighting, and other commonly used and shared amenities, and (ii) the mooring berths as shown on Exhibit "B" attached hereto.

2. Section 1.5 of the Covenants and Restrictions is amended to hereby read as follows:

1.5 "Property" shall mean and refer to the 43 residential lots identified as Lots 1 thru 7 in each of Blocks 1,2,3,4,5, and 6 of Colony Place section Two, a replat of Colony Place Condominium Project, said replat being recorded in Cabinet 1, Sheet 84-A of the Condominium map Records of Montgomery County, Texas.

3. Section 3.6 is hereby added and incorporated into the Covenants and Restrictions to read as follows:

3.6. Mooring Berths. (i) Each Lot shall be assigned a mooring berth for the exclusive use of such Lot. The Mooring Berths are identified in Exhibit A attached hereto. **No mooring berth may be sold, transferred or otherwise alienated separate and apart from the Lot to which it is assigned. The use of the assigned mooring berths shall only be available to the Owners.** The regulations pertaining to the management and use of the mooring berths shall be established by the Board of Directors of Bellago Community Improvement Association and shall be in accordance with and subject to the Governing Documents and the Rules and Regulations established from time to time by the Board of Directors of Bellago Community Improvement Association. Mooring berths may not be enclosed or altered in any way by a Lot owner.

(ii) Authorized Vessels. Mooring berths may be used for the mooring of private vessels only and shall not be used for mooring commercial vessels. No Mooring berth may be used for the mooring of a vessel exceeding 20 feet in length.


(iii) Vessel Condition. No Owners shall not leave any vessel in a state of disrepair on the assigned mooring berth. Each vessel must be maintained and operated to minimize noise, odor, and oil emissions. No such vessel may be kept on the Property or in any mooring berth if the Board of Directors of Bellago Community Improvement Association deems it to be unsightly, inoperable, inappropriate, or otherwise violative of these Regulations. If an Owners moors a vessels in areas other than their assigned mooring berth or leaves any vessel in a state of disrepair, the Association, after giving written notice to the applicable Owner of such violation, shall have the right to remove such vessel at the Owner's expense. No removal or impoundment of a vessel shall create any liability on Bellago Community Improvement Association.

(iv) The maintenance, repair, upkeep and replacement of the dock system comprising the mooring berths appurtenant to the Lots shall be the responsibility of Bellago Community Improvement Association and shall be funded from

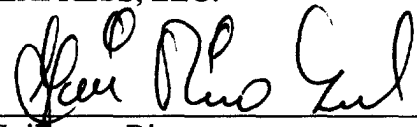
Assessments to the Owners of the Lots as provided in Sections 6.8 and 6.10 of these Covenants and Restrictions.

IN WITNESS WHEREOF, the Owners, by and through Bellago Community Improvement Association and Declarant, Memo Express, LLC have caused this instrument to be executed on this the 29 day of October, 2007.

Homeowners Association:
BELLAGO COMMUNITY
IMPROVEMENT ASSOCIATION

By: 
Mauricio Benavides
Title: President

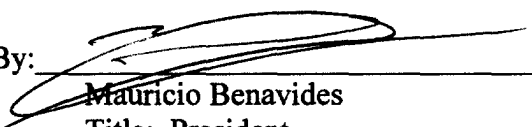
Declarant :
MEMO EXPRESS, LLC.

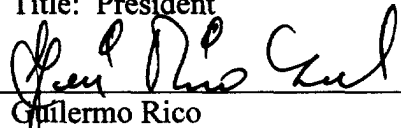
By: 
Guillermo Rico
Title: Manager & President

RATIFICATION OF VOTE OF OWNERS

Mauricio Benavides, President of Bellago Community Improvement Association and Guillermo Rico, secretary of Bellago Community Improvement Association, hereby affirm and ratify that seventy five percent (75%) of the Owners of the Lots within the Bellago Property have voted for the approval of the foregoing amendments to the Declaration of Covenants, Conditions and Restrictions of Bellago.

BELLAGO COMMUNITY
IMPROVEMENT ASSOCIATION

By: 
Mauricio Benavides
Title: President

By: 
Guillermo Rico
Title: Secretary

THE STATE OF TEXAS)
)
COUNTY OF CAMERON)

BEFORE ME, the undersigned authority, on this day personally appeared Mauricio Benavides, President, and Guillermo Rico, Secretary of BELLAGO COMMUNITY IMPROVEMENT ASSOCIATION, known to me to be the persons and officers whose names are subscribed to the foregoing instrument, and acknowledged to me that they executed same as the act of the said BELLAGO COMMUNITY IMPROVEMENT ASSOCIATION , a Texas non profit company, and that they were duly authorized to perform the same by Board of Directors and Members of said company and that they executed the same for the purposes and consideration therein expressed and in the capacities therein stated on behalf of said corporation.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 29 day of October, 2007.



Christina Logan

Notary Public, State of Texas

THE STATE OF TEXAS)
)
COUNTY OF CAMERON)

BEFORE ME, the undersigned authority, on this day personally appeared Guillermo Rico, Manager and President of MEMO EXPRESS, LLC, known to me to be the person and officer whose name is subscribed to the foregoing instrument, and acknowledged to me that the same was the act of the said MEMO EXPRESS, LLC, a limited liability company; that he was duly authorized to perform the same by a resolution of the Members of said company and that he executed the same as the act of said company for the purposes and consideration therein expressed and in the capacities therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 29 day of October, 2007.



Christina Logan

Notary Public, State of Texas

463-11-2347

AFTER RECORDING PLEASE RETURN THIS INSTRUMENT TO:

Sanchez, Whittington, Zabarte & Wood, LLC
3505 Boca Chica Blvd., Suite 100
Brownsville, Texas 78521-4212
Telephone: (956) 546-3731
Facsimile: (956) 546-3765

BELLAGO

DISTRIBUTION BOAT SLIP

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| 74 | 75 |
| 72 | 73 |
| 68 | 71 |
| 66 | 67 |
| 64 | 65 |
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* EACH ASSIGNED MOORING BERTH IS IDENTIFIED BY A TWO-DIGIT NUMBER. THE FIRST DIGIT REPRESENTS THE BLOCK NUMBER AND THE SECOND DIGIT REPRESENTS THE LOT NUMBER. THEREFORE, FOR EXAMPLE, MOORING BERTH NUMBER 54 IS ASSIGNED TO BLOCK FIVE, LOT 4.

STATE OF TEXAS
 COUNTY OF MONTGOMERY

I hereby certify this instrument was filed in File Number Sequence on the date and at the time stamped herein by me and was duly RECORDED in the Official Public Records of Real Property at Montgomery County, Texas.

OCT 31 2007



Mark Turnbull
 County Clerk
 Montgomery County, Texas

FILED FOR RECORD

2007 OCT 31 AM 8: 33

Mark Turnbull
 COUNTY CLERK
 MONTGOMERY COUNTY, TEXAS

~~RECORDED IN MONTGOMERY COUNTY~~
 At the time of recordation, this instrument was found to be inadequate for the best photographic reproduction because of illegibility, carbon or photo copy, discolored paper, etc. All black-outs, additions and changes were present at the time the instrument was filed and recorded.

EXHIBIT "A"