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**FIRST AMENDED
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR
SPYGLASS ON THE ISLAND TOWNHOMES
HOMEOWNERS ASSOCIATION, INC.**

THE STATE OF TEXAS §
 § KNOW ALL MEN BY THESE PRESENTS
COUNTY OF NUECES §

THIS FIRST AMENDED DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR THE SPYGLASS ON THE ISLAND TOWNHOMES HOMEOWNERS ASSOCIATION, INC. (this "Declaration"), is made on the date hereinafter set forth by DW LAND HOLDINGS, LLC, a Texas limited liability company, its successors and assigns ("Phase One Declarant") and KCR DEVELOPMENT PARTNERS, LLC, a Texas limited liability company, its successors and assigns ("Phase Two Declarant"). The Phase One Declarant and the Phase Two Declarant are herein collectively referred to as the "Declarant". This First Amended Declaration amends that one certain Declaration of Covenants, Conditions, and Restrictions for Spyglass on the Island Townhomes Homeowners Association, Inc. (the "Declaration") dated March 28, 2023, and filed for record under Document No. 2023018536, of the Official Public Records of Real Property of Nueces County, Texas, and the Correction thereof (the "Correction"), dated to be effective the same date as the original Declaration, and filed for record under Document No. 2023028063, of the Official Public Records of Real Property of Nueces County, Texas. The Declaration and the Correction are herein collectively referred to as the "Declaration". The "Property" as used herein, is the same Property as described in the Declaration.

The Declaration is hereby amended to add the following provision:

6.22 Insurance Coverage for Units and Owners. Each Owner shall be required to maintain at all times (a) a blanket property insurance on their Unit(s) owned in the Property to comprehensive liability insurance policy to insure the Owner's Unit(s), the building(s) and structures in or on the Property and the Owners thereof, against risks of loss or damage by wind, fire, flood, and other hazards as are covered under standard extended coverage provisions in such amount, not less than eighty percent (80%) of the full insurable replacement value of the said Unit(s), or in higher amounts as the Owner may deem advisable, and (b) a comprehensive liability policy and such other types of insurance in such limits as the Board may deem advisable insuring the Owner and their Unit(s) and any personal property stored by the Owner on the Property. All costs, charges, and premiums for all such insurance shall be the expense of the Owner. Owner should provide to the Association or its designated representative proof of insurance, with a complete and legible copy of all policies, at least annually, and before any such policies lapse.

This First Amendment is intended to amend the Declaration as herein stated, and otherwise is intended to confirm the Declaration as therein written. Any conflicts between the Declaration and this First Amendment should be resolved in favor of this First Amendment.

Executed to be in compliance with the Declaration of Covenants, Conditions, and Restrictions SPYGLASS ON THE ISLAND TOWNHOMES HOMEOWNERS ASSOCIATION, INC.

IN WITNESS WHEREOF, the undersigned, being the Declarant herein, has hereto set its hand this the 23RD day of OCTOBER, 2023.

ASSOCIATION:

SPYGLASS ON THE ISLAND TOWNHOMES
HOMEOWNERS ASSOCIATION, INC

By: Christine Banks

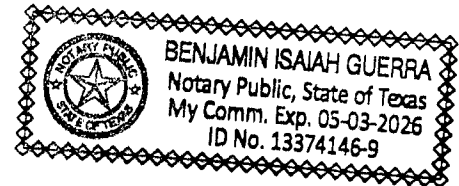
Name: Christine Banks

Title: President

THE STATE OF TEXAS §
 §
COUNTY OF BEJAR §

This instrument was acknowledged before me on the 23RD day of OCTOBER, 2023 by CHRISTINE BANKS, PRESIDENT, of SPYGLASS ON THE ISLAND TOWNHOMES HOMEOWNERS ASSOCIATION, INC, a Texas Not-For-Profit Corporation, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he/she has executed the same for the purposes therein expressed on behalf of said corporation.

[Signature]
Notary Public, State of Texas



(First Amendment of Declaration)

DECLARANT:

PHASE ONE DECLARANT:

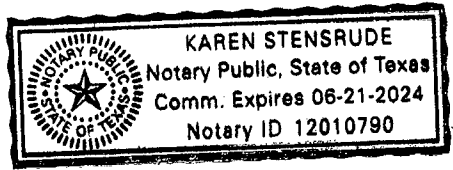
DW LAND HOLDINGS, LLC,
a Texas limited liability company

By: [Signature]
Name: Kimberly Alexander
Title: President

THE STATE OF TEXAS §
 §
COUNTY OF Brewer §

This instrument was acknowledged before me on the 23rd day of October, 2023 by Kimberly Alexander, President, of DW Land Holdings, LLC, a Texas limited liability company, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he/she has executed the same for the purposes therein expressed on behalf of said corporation.

[Signature]
Notary Public, State of Texas



(First Amendment of Declaration)

PHASE TWO DECLARANT:

KCR DEVELOPMENT PARTNERS, LLC,
a Texas limited liability company

By: *Richard Banks*

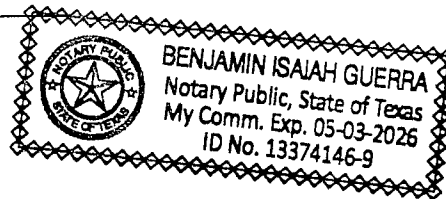
Name: RICHARD BANKS

Title: VICE PRESIDENT

THE STATE OF TEXAS §
 §
COUNTY OF BEXAR §

This instrument was acknowledged before me on the 23RD day of OCTOBER, 2023, by RICHARD BANKS, VICE PRESIDENT, of KCR Development Partners, LLC, a Texas limited liability company, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he/she has executed the same for the purposes therein expressed on behalf of said corporation.

Benjamin Isaiah Guerra
Notary Public, State of Texas



(First Amendment of Declaration)

NEW OWNER(S):

Melissa De Los Santos
MELISSA DE LOS SANTOS

Gene De Los Santos

GENE DE LOS SANTOS

SUSAN BURNICLE

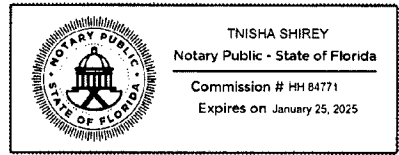
THE STATE OF Florida §

COUNTY OF Pasco §

This instrument was acknowledged before me on the 25th day of October, 2023, by Melissa De Los Santos

Tnisha Shirey

Notary Public, State of Florida



By means of Online Notarization
Notarized online using audio-video communication.

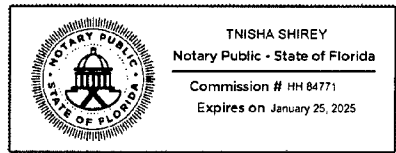
THE STATE OF Florida §

COUNTY OF Pasco §

This instrument was acknowledged before me on the 25th day of October, 2023, by Gene De Los Santos

Tnisha Shirey

Notary Public, State of Florida



By means of Online Notarization
Notarized online using audio-video communication

THE STATE OF §

COUNTY OF §

This instrument was acknowledged before me on the _____ day of _____, 2023, by Susan Burnicle

Notary Public, State of

(First Amendment of Declaration)

NEW OWNER(S):

MELISSA DE LOS SANTOS

GENE DE LOS SANTOS

Susan Burnicle

SUSAN BURNICLE

THE STATE OF §

COUNTY OF _____ §

This instrument was acknowledged before me on the _____ day of _____, 2023, by Melissa De Los Santos

Notary Public, State of

THE STATE OF §

COUNTY OF _____ §

This instrument was acknowledged before me on the _____ day of _____, 2023, by Gene De Los Santos

Notary Public, State of

THE STATE OF Nevada §

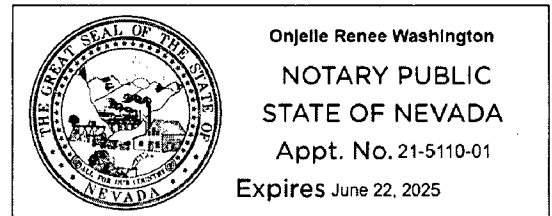
COUNTY OF CLARK §

This instrument was acknowledged before me on the 25th day of October, 2023, by Susan Burnicle

Onjelle R. Washington

Notary Public, State of Nevada

Page -5-



Notarial act performed by audio-video communication.

(First Amendment of Declaration)

AFTER RECORDING RETURN TO:

Spyglass Homeowners Association

5606 Ridge Run St

San Antonio TX 78250

**Nueces County
Kara Sands
Nueces County
Clerk**

Instrument Number: 2023039830

eRecording - Real Property

DECLARATION

Recorded On: October 26, 2023 01:34 PM

Number of Pages: 8

" Examined and Charged as Follows: "

Total Recording: \$45.00



**STATE OF TEXAS
NUECES COUNTY**

I hereby certify that this Instrument was FILED In the File Number sequence on the date/time printed hereon, and was duly RECORDED in the Official Records of Nueces County, Texas.

Kara Sands
Nueces County Clerk
Nueces County, TX

Kara Sands

******* THIS PAGE IS PART OF THE INSTRUMENT *******

Any provision herein which restricts the Sale, Rental or use of the described REAL PROPERTY because of color or race is invalid and unenforceable under federal law.

File Information:

Document Number: 2023039830
Receipt Number: 20231026000099
Recorded Date/Time: October 26, 2023 01:34 PM
User: Brenda R
Station: CLERK12

Record and Return To:

Simplifile
484 North 300 West, Suite 202
Provo UT

FATCO
2810419

**SECOND AMENDED
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR
SPYGLASS ON THE ISLAND TOWNHOMES
HOMEOWNERS ASSOCIATION, INC.**

THE STATE OF TEXAS §
 § KNOW ALL MEN BY THESE PRESENTS
COUNTY OF NUECES §

THIS SECOND AMENDED DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR THE SPYGLASS ON THE ISLAND TOWNHOMES HOMEOWNERS ASSOCIATION, INC. (this "Declaration"), is made on the date hereinafter set forth by DW LAND HOLDINGS, LLC, a Texas limited liability company, its successors and assigns ("Phase One Declarant") and KCR DEVELOPMENT PARTNERS, LLC, a Texas limited liability company, its successors and assigns ("Phase Two Declarant"). The Phase One Declarant and the Phase Two Declarant are herein collectively referred to as the "Declarant". This First Amended Declaration amends that one certain Declaration of Covenants, Conditions, and Restrictions for Spyglass on the Island Townhomes Homeowners Association, Inc. (the "Declaration") dated March 28, 2023, and filed for record under Document No. 2023018536, of the Official Public Records of Real Property of Nueces County, Texas, and the Correction thereof (the "Correction"), dated to be effective the same date as the original Declaration, and filed for record under Document No. 2023028063, of the Official Public Records of Real Property of Nueces County, Texas. The Declaration and the Correction are herein collectively referred to as the "Declaration". The "Property" as used herein, is the same Property as described in the Declaration. The Phase One Property as herein used, is that Property covered by the Declaration, but does not include the Phase Two Property. This amendment is not intended to cover, and does not affect, the Phase Two Property, as therein described.

The Declaration is hereby amended to add the following provision:

7.24 Padre Isles Property Owners Association ("PIPOA") Vote. The Phase One Property is comprised of two (2) originally platted lots according to the records of PIPOA, and each such originally platted lot has been allocated one (1) vote (each, and collectively, the "PIPOA Vote") in the PIPOA Subdivision, which includes the Ports O'Call Subdivision, of which the Phase One Property is a part. The Association is allowed to vote that PIPOA Vote for each of the originally platted lots that comprise the Phase One Property. This section will describe how the Association will determine how to vote the PIPOA vote for each decision which it is called upon to vote on for the PIPOA.

- a. The PIPOA Vote shall be the property of the Association and shall not be assigned, transferred, conveyed, gifted, pledged, or otherwise have a change in ownership

thereof, without the prior express written consent of the Board of PIPOA, and such consent can be withheld by the Board of the PIPOA for any reasons in its sole and absolute discretion.

- b. The PIPOA Vote shall not be revoked, changed, hypothecated, subdivided, or otherwise altered in any way without the prior express written consent of the Board of PIPOA, and such consent can be withheld by the Board of PIPOA for any reason in its sole and absolute discretion.
- c. When the PIPOA Vote is to be exercised for any decision of the PIPOA, the Association, through its President, or other officer designated by the Board of the Association, shall complete and sign the PIPOA Vote ballot and return in under such instructions as may have been received from PIPOA, its Board, or its designated representative. For this purpose, the Board of the Association shall designate the address and contact information to be given to the PIPOA for the purposes of sending or delivering the PIPOA Vote ballot to the Association for casting the PIPOA Vote for the Association.
- d. The mechanism for the decision for the casting of each of the PIPOA Vote ballots, for the Phase One Property shall be as follows:
 - (i) when the PIPOA Vote ballot is received by the Association, it will be published to the members immediately, and in any event within ten (10) days of the receipt of same by the Association.
 - (ii) the Board of the Association shall then properly call a special meeting of the members of the Association called for the purpose of casting the Association's ballots for the PIPOA Vote ballot received.
 - (iii) at the said special meeting called for the purpose of voting on the PIPOA Vote ballot received, the presiding officer of the meeting shall conduct a vote of the members on the question(s) posed by the PIPOA Vote ballot, and the votes of the members present will be tallied separately for owners within each of the originally platted lots that comprise the Phase One Property. The majority vote of the owners of the Phase One Property present at the said special meeting shall be the decision of the Association for the PIPOA Vote for that ballot for each such originally platted lot that comprise the Phase One Property. A similar vote will be conducted for each of the two (2) originally platted lots that comprise the Phase One Property, and the majority of the votes for each such originally platted lot shall be the vote for that PIPOA ballot for that originally platted lot.

- (iv) Once the said special meeting is concluded with the members' votes being cast and tallied as aforesaid, the Secretary of the Association, or other officer designated to do so, shall record the votes cast and tallied for each of the originally platted lots within the Phase One Property. Then the President or other officer designated for this purpose will communicate the Association's vote for each of the originally platted lots within the Phase One Property, for the purposes of the PIPOA Vote on that issue with the PIPOA.
 - (v) In the event the Association should annex additional property, each such additional property that should be allocated one or more PIPOA Votes shall conduct the vote of their allocated PIPOA Votes for each originally platted lot within such additional property as aforesaid.
 - (vi) The owners of portions of the Phase One Property, or any future annexed property are hereby notified and it is hereby confirmed that only the Association can own and vote the PIPOA Vote, and no individual owner of any portion of any lot within PIPOA or within the Association's Property shall have any right, ownership, interest, or claim, partial, fractional, or otherwise, in the PIPOA Vote or any ballot thereunder.
- e. Even though the PIPOA Vote may not be altered or assigned as aforesaid, the Association reserves the right to amend the above described mechanism for the casting of any votes presented by the PIPOA to be decided upon by the Association. The PIPOA does not possess or claim any right to dictate to the Association the details of the aforesaid mechanism for casting said PIPOA Vote as the Association may determine.

This Second Amendment is intended to amend the Declaration as herein stated, and otherwise is intended to confirm the Declaration as therein written. Any conflicts between the Declaration and this Second Amendment should be resolved in favor of this Second Amendment.

Executed to be in compliance with the Declaration of Covenants, Conditions, and Restrictions SPYGLASS ON THE ISLAND TOWNHOMES HOMEOWNERS ASSOCIATION, INC.

IN WITNESS WHEREOF, the undersigned, being the Declarant herein, has hereto set its hand this the 23RD day of OCTOBER, 2023.

(signatures and notary acknowledgments begin on next page)

(Second Amendment of Declaration)

ASSOCIATION:

SPYGLASS ON THE ISLAND TOWNHOMES
HOMEOWNERS ASSOCIATION, INC

By: Christine Banks


Name: Christine Banks

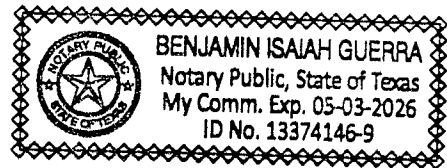
Title: President

THE STATE OF TEXAS §

COUNTY OF BEXAR §

This instrument was acknowledged before me on the 23RD day of OCTOBER, 2023 by CHRISTINE BANKS, PRESIDENT, of SPYGLASS ON THE ISLAND TOWNHOMES HOMEOWNERS ASSOCIATION, INC, a Texas Not-For-Profit Corporation, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he/she has executed the same for the purposes therein expressed on behalf of said corporation.


Notary Public, State of Texas



(Second Amendment of Declaration)

DECLARANT:

PHASE ONE DECLARANT:

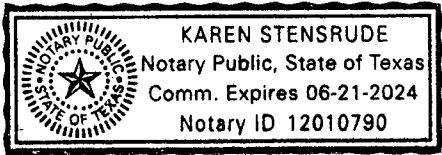
DW LAND HOLDINGS, LLC,
a Texas limited liability company

By: [Signature]
Name: Kimberly Alexander
Title: President

THE STATE OF TEXAS §
 §
COUNTY OF Bexar §

This instrument was acknowledged before me on the 23 day of October, 2023 by Kimberly Alexander, President, of DW Land Holdings LLC, a Texas limited liability company, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he/she has executed the same for the purposes therein expressed on behalf of said corporation.

[Signature]
Notary Public, State of Texas



(Second Amendment of Declaration)

PHASE TWO DECLARANT:

KCR DEVELOPMENT PARTNERS, LLC,
a Texas limited liability company

By: *Richard Banks*

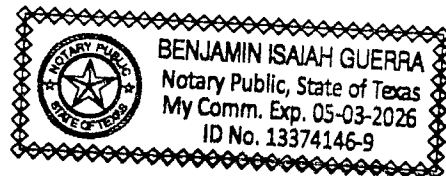
Name: RICHARD BANKS

Title: VICE PRESIDENT

THE STATE OF TEXAS §
 §
COUNTY OF BEXAR §

This instrument was acknowledged before me on the 23RD day of OCTOBER, 2023, by RICHARD BANKS, VICE PRESIDENT, of KCR Development Partners, LLC, a Texas limited liability company, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he/she has executed the same for the purposes therein expressed on behalf of said corporation.

Ben G
Notary Public, State of Texas



(Second Amendment of Declaration)

NEW OWNER(S):

Melissa De Los Santos

MELISSA DE LOS SANTOS

Gene De Los Santos

GENE DE LOS SANTOS

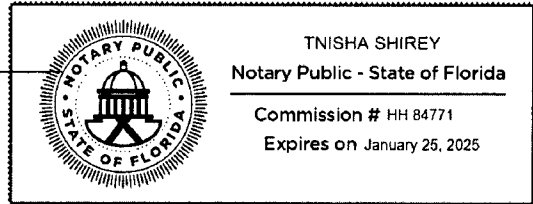
SUSAN BURNICLE

THE STATE OF Florida §

COUNTY OF Pasco §

This instrument was acknowledged before me on the 25th day of October, 2023, by Melissa De Los Santos

Tnisha Shirey
Notary Public, State of Florida



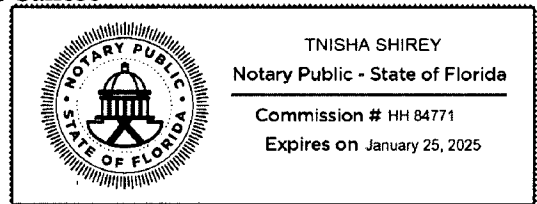
THE STATE OF Florida §

COUNTY OF Pasco §

By means of Online Notarization
Notarized online using audio-video communication

This instrument was acknowledged before me on the 25th day of October, 2023, by Gene De Los Santos

Tnisha Shirey
Notary Public, State of Florida



THE STATE OF §

COUNTY OF §

By means of Online Notarization
Notarized online using audio-video communication

This instrument was acknowledged before me on the _____ day of _____, 2023, by Susan Burnicle

Notary Public, State of

(Second Amendment of Declaration)

NEW OWNER(S):

 MELISSA DE LOS SANTOS

 GENE DE LOS SANTOS

Susan Burnicle

 SUSAN BURNICLE

THE STATE OF §
 §
 COUNTY OF _____ §

This instrument was acknowledged before me on the _____ day of _____, 2023, by Melissa De Los Santos

 Notary Public, State of

THE STATE OF §
 §
 COUNTY OF _____ §

This instrument was acknowledged before me on the _____ day of _____, 2023, by Gene De Los Santos

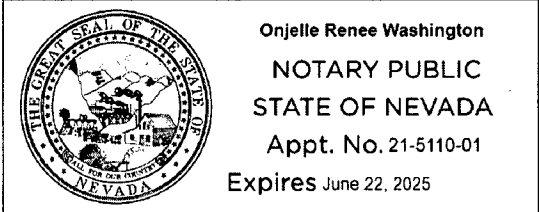
 Notary Public, State of

THE STATE OF Nevada §
 §
 COUNTY OF CLARK §

This instrument was acknowledged before me on the 25th day of October, 2023, by Susan Burnicle

Onjelle Renee Washington

 Notary Public, State of Nevada



AFTER RECORDING RETURN TO:

Spyglass Homeowners Association

5606 Ridge Run St

San Antonio TX 78250

**Nueces County
Kara Sands
Nueces County
Clerk**

Instrument Number: 2023039831

eRecording - Real Property

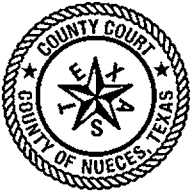
AMENDMENT

Recorded On: October 26, 2023 01:34 PM

Number of Pages: 10

" Examined and Charged as Follows: "

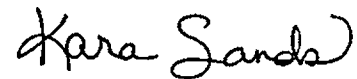
Total Recording: \$53.00



**STATE OF TEXAS
NUECES COUNTY**

I hereby certify that this Instrument was FILED In the File Number sequence on the date/time printed hereon, and was duly RECORDED in the Official Records of Nueces County, Texas.

Kara Sands
Nueces County Clerk
Nueces County, TX



******* THIS PAGE IS PART OF THE INSTRUMENT *******

Any provision herein which restricts the Sale, Rental or use of the described REAL PROPERTY because of color or race is invalid and unenforceable under federal law.

File Information:

Document Number: 2023039831
Receipt Number: 20231026000099
Recorded Date/Time: October 26, 2023 01:34 PM
User: Brenda R
Station: CLERK12

Record and Return To:

Simplifile
484 North 300 West, Suite 202
Provo UT