



FIRST AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS OF CREEKWOOD SUBDIVISON HOMEOWNERS ASSOCIATION, INC OF GALVESTON COUNTY, TEXAS

This First Amendment to Declaration of Covenants, Conditions and Restrictions (“Amendment”) is made as of the 11 day of July, 2014, hereinafter set forth by BARWISE, LTD, a Texas Limited Partnership (hereinafter referred to as the “Declarant”).

WITNESSETH:

WHEREAS, BARWISE, LTD a Texas Corporation, as Declarant executed and recorded that certain instrument designated as CREEKWOOD SUBDIVISON HOMEOWNERS ASSOCIATION, a Non-Profit Texas Corporation, Declaration of Covenants, Conditions, and Restrictions dated September 10, 2013 and filed for record in the Office of the County Clerk of Galveston County, Texas under Clerks File No. 2013058851 and recorded in the Official Public Records of Real Property of Galveston County, Texas (the “Declaration”); and

WHEREAS, Declarant desires to amend the Declaration as hereinafter specified pursuant to Article IX Section 15 of the Declaration.

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS: that such, Declaration of Covenants, Conditions, and Restrictions dated September 10, 2013 and filed for record in the Office of the County Clerk of Galveston County, Texas under Clerks File No. 2013058851 and recorded in the Official Public Records of Real Property of Galveston County, Texas, are hereby amended and altered so as in the future such, Declaration of Covenants, Conditions, and Restrictions as affecting said land ~~as set forth on Exhibit “A” attached hereto and made part hereof for all purposes (hereinafter referred to as “the property”)~~, shall henceforth read as follows:

1. ARTICLE II. OF THE DECLARATION IS HERBY AMENDED TO READ AS FOLLOWS:

SECTION 1. CREATION, PURPOSE AND DUTIES. There is hereby created a Committee which shall be composed of three (3) members, and whose initial members shall be P. Craig Hildreth, Marsha Hildreth, and Michael R. Johnson who shall serve (i) until their resignation or removal in accordance with the terms hereof; (ii) until the expiration of ten (10) years from the date of filing of this instrument in the Real Property Records; or (iii) until 70 percent of all Lots within the Subdivision have been completed with a single-family residential dwelling erected in accordance with the terms hereof, whichever is first to occur.

The Committee shall have the responsibility and all necessary power and authority to approve and disapprove, in its sole discretion, the external design, size, quality and type of building material, location on the building site and finish grade elevation of all structures to be erected in the subdivision. The Committee is vested with the authority and responsibility to maintain architectural harmony within the Subdivision, to maintain suitable standards of construction consistent with the Declarant's intent to create an exclusive residential subdivision and to insure construction is completed in accordance with the Declaration.

So long as Declarant owns any lots in the Subdivision, or until all lots in the Subdivision have been improved with a single family detached residence in compliance with the Architectural restriction of Article VII hereof, except with the consent of the Declarant. Upon removal, resignation or death of any Committee member, the remaining Committee members shall, within ninety (90) days after such removal, resignation or death, designate a person to fill the vacancy or vacancies. Provided, however, until the vacancy or vacancies shall have been filled, the remaining members of the Committee, whither one or more, shall have full authority to act and perform all the duties of the Committee.

No Committee member, past or present, shall be entitled to compensation for services performed, but shall be entitled to reimbursement for any reasonable and necessary expenses incurred in furtherance of the duties of the Committee. The Committee may employ, as it sees fit, one or more architects, engineers, attorneys, accountants, designers, secretaries or such other person reasonably necessary to assist the Committee in carrying out its duties. Notwithstanding the foregoing, in the event of actual or threatened litigation, administrative hearing, or other advisory proceedings, the Committee members shall be entitled to reasonable compensation for their time expended and to be reimbursed or have paid directly their reasonably and necessary Attorney's fees and other related expenses. All of the foregoing costs and expenses, upon approval of the reasonableness thereof by the Board of Directors, shall be an expense of, and paid by the Association.

The Association shall and herewith agrees to protect, indemnify, and save the Committee and Declarant harmless from liability, and reasonable and necessary expenses incurred by the Committee in matters related to the exercise of its functions hereunder and in the exercise of the broad discretionary power vested in the Committee; save and except for acts of willful fraud or gross negligence.

2. ARTICLE VII. OF THE DECLARATION IS HEREBY AMENDED TO READ AS FOLLOWS:

SECTION 3. ELEVATION. The building placed or erected on any Lot for use and occupancy as a dwelling shall be constructed in compliance with all Legal Requirements, and satisfy all mandatory minimum elevation requirements as to the interior living area of the residential structure. Provided, however, in no event shall the

elevation of the interior living area of the residential structure (exclusive of porches and decking), measured to the top of the lowest interior living area floor, be less than sixteen feet three inches (16'3"), above the Mean Sea Level (M.S.L.) No first floor shall be elevated to more than four (4) feet above existing natural grade, except that Lots Six (6) and Seven (7) may require a higher elevation in order to meet the Local Building Codes and Ordinances of the City of League City.

SECTION 4. LOCATION OF RESIDENCE. All setback lines and easements are recorded on the final plat. The Committee has the authority to require that all Improvements on Lots be staked out and that such location be approved by the Committee before any trees are removed and/or cut down and before the commencement of any construction. No building shall be located on any Lot nearer to the bulkhead, bank or shoreline of Clear Creek, than the minimum building setback line shown on the recorded plat. Unless otherwise approved in writing by the Committee, all residences shall face the street on which said residence fronts.

SECTION 12. SIDEWALKS

THIS SECTION SHALL BE DELETED IN ITS ENTIRETY.

3. ARTICLE IX. OF THE DECLARATION IS HEREBY AMENDED TO READ AS FOLLOWS:

SECTION 16. DECLARANT'S USES.

THIS SECTION SHALL BE DELETED IN ITS ENTIRETY.

4. ARTICLE X. OF THE DECLARATION IS HEREBY AMENDED TO READ AS FOLLOWS:

THIS ARTICLE SHALL BE DELETED IN ITS ENTIRETY.

IN WITNESS WHEREOF, this First Amendment constitutes the only amendment to the Original Declaration and all other provisions of the Original Declaration shall remain in full force and effect.

EXECUTED as of the day 11 of July 2014.

DECLARANT:

BARWISE, LTD., a Texas
a Limited Partnership

BY: 

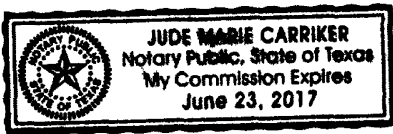
Michael R. Johnson, Managing Partner

THE STATE OF TEXAS *
*
COUNTY OF GALVESTON *

This instrument was acknowledged before me on this 11 day of July, 2014 by Michael R. Johnson, in his capacity as Managing Partner of Barwise, Ltd., a Texas Limited Partnership.

“Given under my hand and seal of office this 11 day of July, A.D., 2014”.

Jude Marie Carriker
Notary Public in and for the State of Texas



FILED AND RECORDED



OFFICIAL PUBLIC RECORDS
Dwight D. Sullivan 2014038666

July 11, 2014 12 18 30
FEE \$38 00
Dwight D. Sullivan, County Clerk
Galveston County, TEXAS