

**FIRST AMENDMENT TO  
CAPTAINS COVE RESORT DECLARATION ESTABLISHING A CONDOMINIUM  
REGIME, COVENANTS, CONDITIONS AND RESTRICTIONS**

**THE STATE OF TEXAS                   §  
  §       **KNOW ALL MEN BY THESE PRESENTS:**  
COUNTY OF GALVESTON           §**

THIS FIRST AMENDMENT TO CAPTAINS COVE RESORT DECLARATION ESTABLISHING A CONDOMINIUM REGIME, COVENANTS, CONDITIONS AND RESTRICTIONS (the “Amendment”) is made effective on the 13<sup>th</sup> day of January, 2021.

**RECITALS**

WHEREAS, Pursuant to Section 3.10 of the Declaration, all individual Unit Weeks for each Unit have been transferred to TOWB, LLC and are now wholly owned units, no longer committed to Interval Ownership.

WHEREAS, TOWB, LLC, is a Florida limited liability company registered to transact business in the State of Texas with an office and principal place of business at 1500 Town Plaza Court, Winter Springs, Florida 32708.

WHEREAS, TOWB, LLC, is the Unit Owner of all Units and has all ownership interest, liens, and any rights due or to become due thereon as follows:

The Property Interest and Rights:

Being all ownership interest, as those are defined in the Condominium Covenants, Conditions and Restrictions which was filed of record and executed by Sunward Developer and recorded under Galveston Clerk’s File No. 8313536 in the office of the County Clerk of Galveston County, State of Texas, on April 15, 1983, in the Deed Records, as amended, modified supplemented, and restated including the by-laws, and all other exhibits and documents attached thereto (collectively “Declarations”), together with and subject to any and all appurtenances, covenants, conditions, oil, gas and mineral leases and interests, easements and restrictions record or record and still existing, inclusive of interests in and to the Common Elements (both General and Limited) of the Condominium Project/Property.

**AMENDMENTS**

On Dec. 10, 2020, the Unit Owners of Captains Cove Resort Association Inc. met and voted to amend the Declaration with the required two-thirds (2/3) of votes of the Association, pursuant to Section 9.01 of the Declaration, and hereby amends the declaration as follows:

Section 1.12 is hereby omitted from the Declaration.

Section 1.20 is amended to say:

“Percentage Interest,” means the percentage interest which a Unit bears to the total percentage interest of all Units, the sum of all such percentage interest being 100%. The Percentage Interest of each Unit is designated in Exhibit “D” attached and a part hereof.

Section 1.25 is hereby omitted from the Declaration.

Section 1.26 is amended to say:

“Unit Owner,” or “Owner,” means the same as ‘co-owner’ in the Condominium Act, and is the person who owns a Unit and a Percentage Interest of the Common Elements within this Condominium project, but does not include a person having an interest in a Unit solely as security for an obligation.

Section 1.27 is hereby omitted from the Declaration.

Section 2.01 is amended to say:

The Owner of a Unit shall occupy and use his Unit as a residential and resort dwelling for himself and members of his family, his social guests, lessees, and for no other purpose.

Section 2.08 is hereby omitted from the Declaration.

Section 3.03 is amended to say:

An Owner shall have an exclusive ownership to his Unit and shall have a common right to share, with other Owners, in the Common Elements of the Property. Each unit Owner’s share in the Common Elements shall be according to the Percentage Interest shown in Exhibits “D”. Each Owner may use the Common Elements in accordance with the purpose for which they are intended, as shown on Exhibit “B” and Exhibit “C”, or expressed in this Declaration, the Bylaws, or the Rules and Regulations without hindering or encroaching upon the lawful rights of the other owners.

Section 3.10 is hereby omitted from the Declaration.

Section 3.11 is hereby omitted from the Declaration.

Section 3.12 is hereby omitted from the Declaration.

Section 3.13 is hereby omitted from the Declaration.

Section 4.13 is hereby omitted from the Declaration.

Section 5.01 is amended to say:

All Unit Owners are bound to contribute pro-rata toward the expense of administration and of maintenance and repair of the Common Elements and towards any other expenses lawfully authorized by the Association. No Owner shall

be exempt from contributing toward such expenses for any reason, including, but not by way of limitation, waiver of the use of enjoyment of the Common Elements, either General or Limited, or by abandonment of his Unit.

Such Expenses, referred to hereinafter as “assessments” and “maintenance fees”, are:

- (1) Personal obligations of the Owner of the Unit;
- (2) Subject to interest at the rate of 10% per annum from due date until paid if not fully paid ten (10) days after due date; and
- (3) Subject to a late charge of not less than \$25.00, nor more than \$50.00, as may be determined by the Association, if payment is not fully paid ten (10) days after due date.

Section 5.02 is amended to say:

During the period of the sale of the Units, the Association shall contribute its share of expenses for the Common Elements allocated to unsold Units. After any assessment has been made by the Association, assessments shall be made at least annually and shall be based on a budget adopted at least annually by the Association.

Section 5.06 is hereby omitted from the Declaration.

Section 5.07 is amended to say:

Assessments and maintenance fees shall be made for each calendar year and shall be billed monthly to the owners of the units. On or before December 31<sup>st</sup> of each year, the Association shall determine the amount of the assessment on each Owner’s Unit for the next calendar year. As soon as is practicable, the Association shall notify each Owner of the amount of said assessment for the next Calendar year. Such assessments or fees shall be due and payable as of the date determined, from time to time, by the Association.

Section 5.10 (1) is hereby omitted from the Declaration.

Section 5.15 is amended to remove language specific to Interval Ownership.

Section 6.03 is hereby omitted from the Declaration.

Section 6.04 is amended to say:

All Owners of Units agree as follows:

- (1) To allow the Board of Directors, or the agents or employees of any Management Firm or the Association, to enter into any Unit for the purpose of the maintenance, inspection, repair, replacement of the improvements within the Units, Limited Common Elements, or the Common Elements, to determine in case of emergency, circumstances threatening Units,

Limited Common Elements, or the Common Elements, or to determine compliance with the provisions of this Declaration and the Bylaws.

- (2) To show signs, advertisements, or notices of any type on the Common Elements, Limited Common Elements, or his Unit, and to erect no exterior antenna or aerials, except as consented to by the Board of Directors of the Association.

Section 6.05 is amended to say:

In the event the Owner of a Unit fails to maintain the said Unit and Limited Common Elements, as required herein, or makes any alterations or additions without the required written consent, or otherwise violates or threatens to violate the provisions hereof, the Association, shall have the right to proceed in a court of equity for an injunction to seek compliance with the provisions hereof. In lieu thereof and in addition thereto, the Association shall have the right to levy an assessment against the Owner of a Unit, and the Unit, for such necessary sums to remove any unauthorized addition or alteration and to restore the property to good condition and repair.

Said assessment shall have the same force and affect as all other special assessments. The Association shall have the further right to have its employees or agents, or any contractors appointed by it, enter a Unit at all reasonable times to do such work as it deemed necessary by the Board of Directors of the Association, to enforce compliance with the provisions hereof.

Section 7.01 is amended to say:

The Association shall purchase and maintain policies of property, liability, flood, Directors/Officers and other insurance and fidelity bond coverage in accordance with the recommendations of the Association. Property coverage shall cover from the studs out and each owner shall be responsible for coverage walls in as well as personal property and fixtures inside the unit.

Section 7.08 (3) (b) is amended to say:

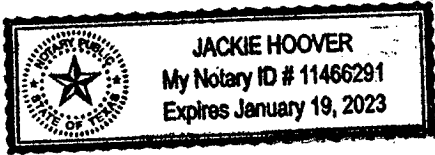
If less than the entire Project is taken by power of eminent domain, the Condominium Regime shall not terminate, but shall continue. If Any partial taking results in the taking of an entire Unit, the Owner thereof shall cease to be a Member of the Association. The Association shall reallocate the voting rights and the undivided interest in the common Elements appertaining to such Unit or Units in accordance with the provisions of the Condominium Act.

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Executed by:

*Joseph Takacs*  
Captains Cove Resort Assoc. Inc.  
Joseph Takacs, President

TO CERTIFY WHICH WITNESS MY HAND AND SEAL OF OFFICE this the 13<sup>th</sup> day of  
January, 2021.

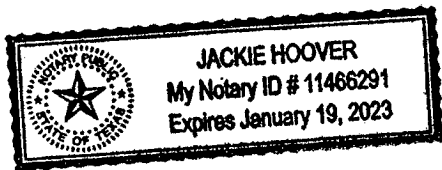


*Jackie Hoover*  
Notary Public in and for the State of Texas

My Commission Expires: January 19, 2023

*Joseph Takacs*  
TOWB, LLC  
Joseph Takacs, President

TO CERTIFY WHICH WITNESS MY HAND AND SEAL OF OFFICE this the 13  
day of January, 2021.



*Jackie Hoover*  
Notary Public in and for the State of Texas

My Commission Expires: January 19, 2023

**First Amendment to  
Bylaws of Captains Cove Resort Association  
A Texas Non-Profit Corporation**

On December 10, 2020, the Members of Captains Cove Resort Association met and voted to amend the Bylaws by a majority of a quorum of Members, Pursuant to Section 11.01 of the Bylaws, and hereby amends the Bylaws as follows:

Section 2.10 shall be amended as follows:

“Unit Owner” or “Owner” means the same as ‘co-owner’ in the Condominium Act, and is the person who owns a Unit and a Percentage Interest of the common Elements within this Condominium Project, but does not include a person having an interest in a Unit solely as security for an obligation.

Section 3.01 shall be amended as follows:

The Members of this Association are the Unit Owners within this Condominium Project.

Section 3.02 shall be amended as follows:

Membership shall be automatic with the acceptance of title of a Unit. If a Unit is owned by more than one person, then all such owners shall be Members eligible to hold office, and attend meetings, etc.

Section 3.03 shall be amended as follows:

Membership in this Association may be transferred only upon the transfer of ownership of a Unit.

Section 3.04 shall be amended as follows:

Membership in this Association is automatically terminated upon transfer of ownership of a Unit. There is no other type of termination.

Section 3.05 shall be amended as follows:

No Member may resign his membership in this Association, the same being coupled with his ownership of a Unit.

Section 3.06 shall be amended as follows:

Each Unit shall be entitled to cast one vote.

If a Unit is owned by more than one person, the votes of that Unit shall be cast by the “voting member” designated by the owners of the Unit.

If the ownership of a Unit is vested in a corporation, the corporation may designate an individual officer or employee of the corporation as its “voting

member.”

The Association shall have no vote for any Unit conveyed to it.

Section 3.07 shall be amended as follows:

If a Unit is owned by one person, his right to vote shall be established by the recorded deed to the Unit.

If a Unit is owned by more than one person, all record owners of the Unit shall sign and file with the Secretary of the Association a certificate designating the voter member entitled to cast the votes for the Unit.

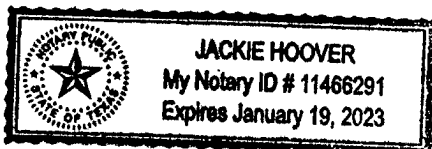
If a certificate of multiple owners or a corporate owner is not filed with the Secretary of the Association, the votes of those Units shall not be considered in determining quorum requirements. Such certificates shall be void until revoked or replaced by such owner(s).

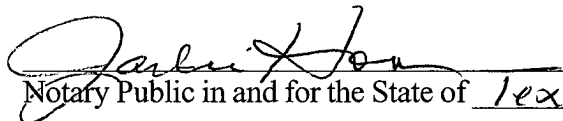
If a Unit is owned by husband and wife, then (a) they may designate a voting member; (b) if no voting member is designated and if both are present at a meeting of the Members and are unable to agree on an issue under consideration, the votes allocated to their Unit shall not be counted on that issue; and (c) where no voting member is designated, and one of them is absent from the meeting of the Members, then the one present shall be entitled to cast the votes of their Unit or Unit Week.

Executed by:

  
\_\_\_\_\_  
Captains Cove Resort Assoc. Inc.  
Joseph Takacs, President

TO CERTIFY WHICH WITNESS MY HAND AND SEAL OF OFFICE this the 13<sup>th</sup> day of  
January, 2021.



  
Notary Public in and for the State of Texas

My Commission Expires: January 19, 2023

## FILED AND RECORDED

Instrument Number: 2021002804

Recording Fee: 50.00

Number Of Pages:8

Filing and Recording Date: 01/13/2021 2:16PM

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.



A handwritten signature in black ink that reads "Dwight D. Sullivan". The signature is written in a cursive style with a horizontal line underneath it.

Dwight D. Sullivan, County Clerk  
Galveston County, Texas

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