"NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM THIS INSTRUMENT BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVERS LICENSE NUMBER."

# FIRST AMENDMENT TO THE RESTRICTIONS, COVENANTS AND CONDITIONS OF GALVESTON BAY CLUB SUBDIVISION

WHEREAS, Gillian D. Smith d/b/a West Isle Development Company, Mark J. Meier, Mark D. Meier, and Edwin A. Eubanks subdivided various tracts of real property in Galveston, Galveston County, Texas; and

WHEREAS, such tracts of real property are now known as Galveston Bay Club; and

WHEREAS, all of the Lots in Galveston Bay Club, were impressed with Restrictions, Covenants, and Conditions recorded in the office of the County Clerk of Galveston County, Texas as set forth below:

#### Galveston Bay Club Deed Restriction Recording Information

Original Declaration of Covenants, Conditions, Restrictions and Easements for Galveston Bay Club are recorded under Clerk's File Number 9964792 in the Office of the County Clerk of Galveston County, Texas.

WHEREAS, the undersigned owners own ninety percent (90%) of the Lots in Galveston Bay Club; and

WHEREAS, the undersigned ninety percent (90%) of Lot owners desire to amend and revise the Restrictions, Covenants and Conditions as set forth below.

NOW, THEREFORE, for Ten Dollars (\$10.00) and other good and valuable consideration, the receipt, adequacy and sufficiency of which is hereby acknowledged the Restriction, Covenants and Conditions are hereby amended in accordance with the following:

The current Section 3.6.6 in the Covenants, Conditions, and Restrictions reads as follows:

3.6.6 Once a Lot has been sold by the Founder, the same shall be maintained in good appearance. During construction, each Lot shall be kept in a neat and orderly condition with construction debris and trash being neatly stacked or confined in containers or trash enclosures. The Association may require a reasonable deposit be paid to be held during the period of any construction as security to assure compliance with the terms of this Declaration.

Page I

The undersigned Lot Owners hereby Lot Owners hereby agree that Section 3.6.6 shall now read:

3.6.6 Once a Lot has been sold by the Founder, the same shall be maintained in good appearance, including all reasonably required lawn maintenance, which shall be at the cost of the Lot Owner. During construction, each Lot shall be kept in a neat and orderly condition with construction debris and trash being neatly stacked or confined in containers or trash enclosures. The Association may require a reasonable deposit be paid to be held during the period of any construction as security to assure compliance with the terms of this Declaration.

The current Section 3.6.8. in the Covenants, Conditions and Restrictions reads as follows:

3.6.8. No kitchen or cooking facilities other than those approved by the Committee pursuant to Article 4 shall be installed in any Dwelling.

The undersigned Lot Owners hereby agree that Section 3.6.8. shall now read:

3.6.8 Outdoor kitchen or cooking facilities shall be permitted to be built upon any Lot. Such outdoor kitchen or cooking facilities shall be constructed in accordance with all local health, safety, and welfare regulations and Building Codes.

The current Section 3.6.9 in the Covenants, Conditions and Restrictions reads as follows:

3.6.9 No swimming, wading, reflective or other pools may be constructed or located on a Residential Lot.

The undersigned Lot Owners hereby agree that Section 3.6.9 shall now read:

3.6.9 Swimming, wading, reflective or other pools may be constructed or located on a Residential Lot, provided that they shall only be built in accordance with all local Building Codes and in compliance with Permit SWG-2001-02267, as may be amended from time to time, issued by the United States Army Corps of Engineers.

The current Section 3.6.11 in the Covenants, Conditions, and Restrictions reads as follows:

3.6.11 Walls, fences and hedges used to separate one Residential Lot from another are prohibited.

The undersigned Lot Owners hereby agree that Section 3.6.11 shall now read:

3.6.11 Walls, fences and hedges used to separate one Residential Lot from another are prohibited, except for white vinyl fences not exceeding four (4) feet in height may be

Page 2

constructed, such fences shall be constructed in accordance with all local Building Codes and regulations.

The current Section 3.613 in the Covenants, Conditions, and Restrictions reads as follows:

3.6.13 Only one (1) detached single family dwelling may be constructed upon a Residential Lot and same shall be no more than Three Thousand Five Hundred (3,500) square feet nor less than One Thousand Two Hundred (1,200) square feet in size.

The undersigned Lot Owners hereby agree that Section 3.1.63 shall now read as follows:

3.6.13 Only one (1) detached single family dwelling may be constructed upon a Residential Lot and same shall be no more than Three Thousand Five Hundred (3,500) square feet nor less than Two Thousand (2,000) square feet in size.

The current Section 8.6 in the Covenants, Conditions, and Restrictions reads as follows:

Section 8.6 <u>Domestic Cats and Dogs</u>. All domestic cats and dogs must be confined to Dwellings or other buildings unless accompanied and on a leash. No one Residential Lot may house more than 2 cats and 2 dogs.

The undersigned Lot Owners hereby agree that Section 8.6 shall now read as follows:

Section 8.6 <u>Domestic Cats and Dogs</u>. All domestic cats and dogs must be confined to Dwellings or other buildings unless accompanied and on a leash. No one Residential Lot may house more than a total of five cats and/or dogs.

The undersigned Lot Owners hereby agree that the following Sections 3.13 and 3.14 are hereby added to the Covenants, Conditions, and Restrictions:

#### Section 3.13 Storage of Boats and Trailers

Boats and boat trailers may be stored under Residences constructed upon the Lots. The Homeowners Association may adopt reasonable restrictions on such storage by a majority vote of the Members at any meeting property held by the Association.

Additionally, boats may be docked at the common area piers for a maximum of three consecutive days and nights. Boats docked for any longer period of time are subject to removal by the Association or any property management company which may be hired by the Association.

Page 3

### Section 3.14 Short Term Vacation Rentals

Short Term Vacation Rentals of Residences of one (1) day or more are specifically allowed. Such rentals must be conducted in strict compliance with City of Galveston and/or City of Galveston Park Board of Trustees rules and regulations.

Page 4

# APPROVAL AND SIGNATURES OF OWNERS

We, the undersigned owners of Lots in Galveston Bay Club. Subdivisions in Galveston County, Texas, according to the maps or plats thereof recorded in the Galveston County Map Records in the Office of the County Clerk of Galveston County, Texas hereby join herein to evidence our assent to the proposed chances to the Covenants, Conditions, Restrictions and Easements which govern the Lots that subdivision shown beside our names.

Approved by Owners of Lots Purchased from	Date: 1/19 .2017
The Successor to the Founder	Date: 1/19, 2017
FBH Investors, LP 401 K Plan d/b/a CMR Funding	Date: 1/19, 2017
By: CARMEN M. Ricci	
Its: MANAGER	
STATE OF TEXAS §	
COUNTY OF EI PASO §	
appeared Frank Ricci, Manager of FBH Investors, LP 40 personally known to me (or proved to me on the basis of satisfact whose name is subscribed to the within instrument and acknowle same in his authorized capacity, and that by his signature on the i behalf of which the person acted, executed the instrument.	11 K Plan d/b/a CMR Funding, tory evidence) to be the person dged to me that he executed the
Given under my hand and seal of office this 19th day of	of <u>Vanuary</u> , 2017.
SISLAYIN TORRES  Notary Public, State of Texas My Commission Expires July 09, 2019  Notary Public	DON 96

Wild Stuff, LLC	Date: 1/19, 2017
By: Sise Hear Name: Pose BEAN Its: Monagar	
	·
STATE OF TEXAS	§ §
COUNTY OF EI PASO	§ §
me (or proved to me on the basis of satisface subscribed to the within instrument and ack	ency evidence) to be the person whose name is cnowledged to me that he executed the same in his are on the instrument the entity upon behalf of which
•	ffice this 19th day of Oanay, 2011.
SISLAYIN TORRES  Notary Public, State of Texas  My Commission Expires  July 09, 2019	Sisloum Doller Notary Public M

Date: 119, 2017

Hanice M. Romito

Date: 12/12/, 2017

STATE OF Texas
COUNTY OF Halveston

On December 12, 2017, before me, the undersigned authority, personally appeared Janice M. Romito, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that she executed the same.

Given under my hand and seal of office this 12 day of December, 2017.

STEPHEN G. SCHULZ
Notary Public, State of Texas
Comm. Expires 04-13-2021

Notary Public
Notary Public Comm. Expires 04-13-2021 Notary ID 5073957

Date: Jan Carrier  STATE OF Lexas §  COUNTY OF Harris §	
On <u>January 25, 2018</u> , before me, the undersigned authority, personally appeared Jan Garcia, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same.	
Given under my hand and seal of office this day of lockary, 2017.  SYLVIA RODRIGUEZ  NY COMMISSION EXPIRES  MAY 19, 2020  NOTARY ID: 126525713	
January Date: Jan 24, 2018	
STATE OF TEXAS § COUNTY OF Harris §	
On	
Given under my hand and seal of office this 35 day of AVILAV (1), 2018.  SYLVIA RODRIGUEZ  MY COMMISSION EXPIRES  MAY 19, 2020  NOTARY ID: 128525713  Page 10	<b>.</b>

Lee Douglas Wrinkle	21	Date:	JAN 24	201 <b>%</b>
STATE OF TEXAS	<b>§</b>			
COUNTY OF GALVES TON	§ §			
On <u>Tanuary</u> 24, 2018 appeared Lee Douglas Wrinkle, persona satisfactory evidence) to be the person wacknowledged to me that he executed the	ally known to me whose name is sub	(or proved to me	e on the basis	of
Given under my hand and seal of	office this <u>24</u>	_day of _Ja	anuory	_, 201 <b>&amp;</b>

JMK5 Holdings Galveston Bay Club, LLC	
By: Jerome Karam, Manager	Date: 1.24, 2018
TONOL	
STATE OF 12005	
STATE OF TEXAS COUNTY OF GALVESTON	§
appeared Jerome Karam, Manager of JN known to me (or proved to me on the base	before me, the undersigned authority, personally MK5 Holdings Galveston Bay Club, LLC, personally sis of satisfactory evidence) to be the person whose ent and acknowledged to me that he executed the same ny.
Given under my hand and seal of	foffice this 24 day of January, 2017
	alli Son Rin
ALLISON RIVERS Notary ID #131194848 My Commission Expires	Notary Public

		Date:	, 2017
Lee Douglas Wrinkle		```	
STATE OF	\$		
	§ \		
COUNTY OF	8		
On	, before me.	the undersigned author	ity, personally
appeared Lee Douglas Wrinkle, perso			
satisfactory evidence) to be the person	whose name is sub		
acknowledged to me that he executed t	the same.		
Given under my hand and seal	of office this	day of	, 2017.
		\.	
	Notary Publ	ia	
	149tally 1 doi:		
			•
/	,	160	
. /		AXI X	-
U		(113)	No. 4
			. I

## **FILED AND RECORDED**

Instrument Number:

2018005601

Recording Fee: 66.50

Number Of Pages:12

Filing and Recording Date: 01/29/2018 4:59PM

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.

TE OF COURT OF GALUE

Dwight D. Sullivan, County Clerk

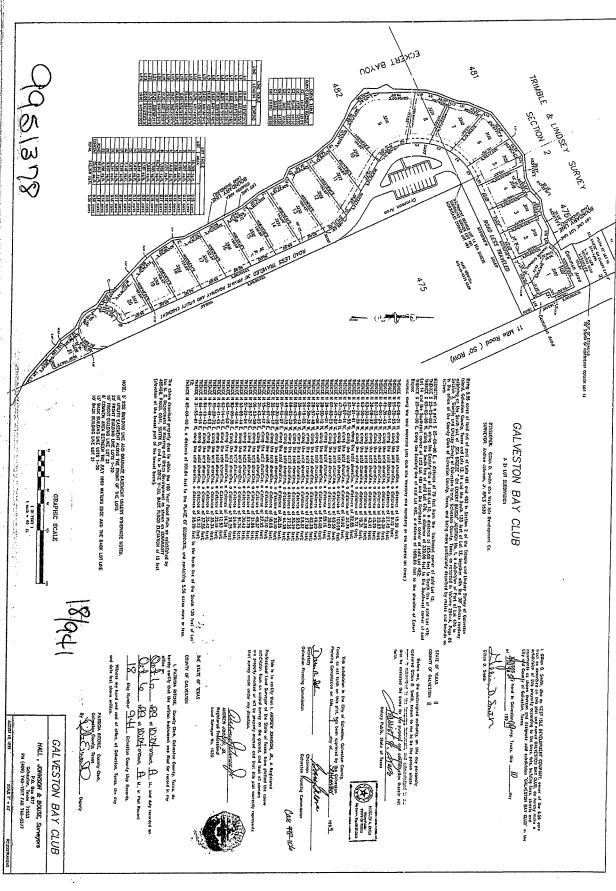
Galveston County, Texas

DO NOT DESTROY - Warning, this document is part of the Official Public Record.

**GALVESTON BAY CLUB PARTIAL REPLAT** STATE OF TEXAS [] REPLAT OF LOTS 1-15 AND LOTS 17-21 OF GALVESTON BAY CLUB Vol.18, Pg.941 G.C.M.R.
IN THE CITY OF GALVESTON, GALVESTON COUNTY, TEXAS This Replot in the City of Colveston, Golveston County, Texas, as sat furth on this plot, has been approved by the Colveston Planning Commission on this. 5.18 ACRES 14 LOTS in BLOCK 1, 4 LOTS in BLOCK 2 1 RESERVE, 1 COMMON AREA JUNE 2008 **SURVEY** TRIMBLE & LIND SEY GRAPHIC SCALE 481 THE REAL PROPERTY AND ADDRESS OF THE PARTY AND STATE OF TEXAS (I KNOW ALL MEN BY THESE PRESENTS (II) 415 Mark J. Meler (as to Late 1-15, 17-21) Galeston Bay Club Edeln A. Eubonts (oe to Luts 1-15, 17-21) Colvector Box Dub 14 hote in Block 1
4 hote in Block 2
1 hot on original plot

19 lott

Both and shows by an identification in the shows the short of the shows the Shoreine as determined by Sidney Bouse, LS.LS. on April 23, 2006. Hork D. Meier (ce to Lote 1-15, 17-21) Calmeston Bay Dub Before me, on this day 2008, personally appeared Mork 1 Waler, known to me to be the person shose name is subscribed to the flavegoing instrument. STATE OF TEXAS || Before me, on this day 2008, personally some to be the person whose name is subscribed to the foregoing instrument. Notory Public, State of Texas This is to certify that I, Patrick A, Jerdun, A Registered Professional Land Surveyor of the State of Texas, here platted the above subdivision from an actual survey on the ground, and that of commerce propagity morted and that this piet correctly represents that survey made under my directions. 3) As improvements are subject to the Architectural Novice Committee and subject to the U.S. Army Corps of Engineers Melbord Fill Parms; No. 22140 dated October 18, 2004. Pairick A. Jordan Registered Professional Long Surveyor No. 5025



\