

"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.

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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:

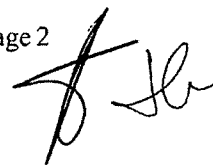
3.6.9 Swimming, wading, reflective or other pools may be constructed or located on a Residential Lot, provided that they shall only be built in accordance with all local Building Codes and in compliance with Permit SWG-2001-02267, as may be amended from time to time, issued by the United States Army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

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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 Domestic Cats and Dogs. 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:

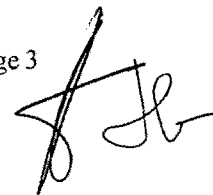
Section 8.6 Domestic Cats and Dogs. All domestic cats and dogs must be confined to Dwellings or other buildings unless accompanied and on a leash. No one Residential Lot may house more than a total of five cats and/or dogs.

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

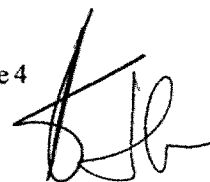
Boats and boat trailers may be stored under Residences constructed upon the Lots. The Homeowners Association may adopt reasonable restrictions on such storage by a majority vote of the Members at any meeting property held by the Association.

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.

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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.

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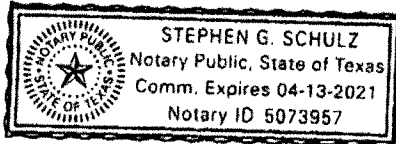
Janice M. Romito  
Janice M. Romito

Date: 12/12/, 2017

STATE OF Texas §  
COUNTY OF Galveston §  
§

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<sup>th</sup> day of December, 2017.



Stephen G. Schulz  
Notary Public

[Signature]  
Jan Garcia

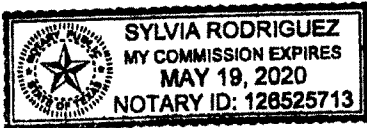
Date: Jan 24, 2018

STATE OF Texas §  
COUNTY OF Harris §

On January 25, 2018, 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 25 day of January, 2018.

[Signature]  
Notary Public



[Signature]  
Jennifer Garcia

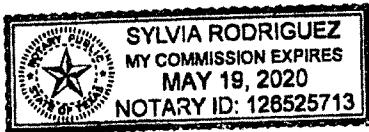
Date: Jan 24, 2018

STATE OF Texas §  
COUNTY OF Harris §

On January 25, 2018, before me, the undersigned authority, personally appeared Jennifer 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 she executed the same.

Given under my hand and seal of office this 25 day of January, 2018.

[Signature]  
Notary Public



[Signature]





JMK5 Holdings Galveston Bay Club, LLC

By: [Signature]  
Jerome Karam, Manager

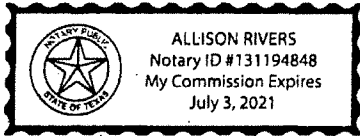
Date: 1-24, 2018

STATE OF Texas           §  
  §  
COUNTY OF Galveston       §

On January 24, 2018, before me, the undersigned authority, personally appeared Jerome Karam, Manager of JMK5 Holdings Galveston Bay Club, LLC, 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 on behalf of said limited liability company.

Given under my hand and seal of office this 24 day of January, 2017.

[Signature: Allison Rivers]  
Notary Public



\_\_\_\_\_  
Lee Douglas Wrinkle

Date: \_\_\_\_\_, 2017

STATE OF \_\_\_\_\_

§  
§  
§

COUNTY OF \_\_\_\_\_

On \_\_\_\_\_, before me, the undersigned authority, personally appeared Lee Douglas Wrinkle, 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 \_\_\_\_\_, 2017.

\_\_\_\_\_  
Notary Public

*AW*

## 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.



*Dwight D. Sullivan*

Dwight D. Sullivan, County Clerk  
Galveston County, Texas

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



