

FILED AND RECORDED

Instrument Number: 2022041624

Recording Fee: 62.00

Number Of Pages: 11

Filing and Recording Date: 06/22/2022 9:29AM

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

NOTICE: It is a crime to intentionally or knowingly file a fraudulent court record or instrument with the clerk.

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

SUPPLEMENTAL NOTICE OF DEDICATORY INSTRUMENTS
for
ISLANDER EAST ASSOCIATION

THE STATE OF TEXAS §
 §
COUNTY OF GALVESTON §

The undersigned, being the Authorized Representative of Islander East Association (the "Association"), a property owner's association as defined in Section 202.001 of the Texas Property Code, hereby supplements those documents entitled "President's Certificate of Islander East Association", "Certificate of First Amendment to the Amended, Consolidated, and Restated Bylaws of Islander East Association", "President's Certificate of Islander East Association (Rules of Islander East)", "Certificate of Amendments to the Amended, Consolidated, and Restated Bylaws of Islander East Association", "Rules of Islander East Condominium Association, Inc.", "Certificate of Amendment to the Amended, Consolidated, and Restated Bylaws of Islander East Association", "Islander East Association Rules and Regulations relating to the Rental of Apartment-Homes", "Supplemental Notice of Dedicatory Instruments for Islander East Association," "Supplemental Notice of Dedicatory Instruments for Islander East Association," "Supplemental Notice of Dedicatory Instruments for Islander East Association", "Certificate of Secretary of Islander East Association regarding Amendment to Rules and Regulations relating to the Rental of Apartment Homes", "Certificate of Secretary of Islander East Association regarding Amendment to Rules of Islander East", and Supplemental Notice of Dedicatory Instruments for Islander East Association" recorded in the Official Public Records of Galveston County, Texas under Clerk's File Nos. 2001048444, 2001048443, 2002009693, 2004021852, 20044021851, 2008019016, 2016002417, 2017035619, 2017060061, 2018017600, 2020013912, 2020013913 and 2022021513 ("Notice") which Notice was filed of record for the purpose of complying with Section 202.006 of the Texas Property Code.

Additional Dedicatory Instrument. In addition to the Dedicatory Instruments identified in the Notice, the following document is a Dedicatory Instrument governing the Association.

Islander East Association Amended and Restated Rules and Regulations relating to the Rental of Apartment-Homes.

Islander East Association 2022 Annual Meeting of Members Resolution

A true and correct copy of such Dedicatory Instrument is attached to this Supplemental Notice and establishes rules and regulations relating to the rental of Apartment-Homes in accordance with Section 6.01(a) of the Amendment to the Association's Bylaws, Section 82.102(a)(7) of the Texas Property Code, and generally in accordance with the Association's Dedicatory Instruments.

This Supplemental Notice is being recorded in the Official Public Records of Real Property of Galveston County, Texas for the purpose of complying with Section 202.006 of the Texas Property Code. I hereby certify that the information set forth in this Supplemental Notice is true and correct and that the copy of the Dedicatory Instrument attached to this Supplemental Notice is a true and correct copy of the original.

Executed on this 21st day of June, 2022.

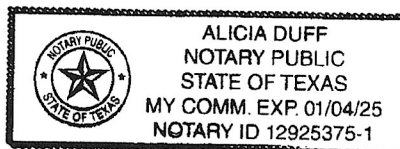
ISLANDER EAST ASSOCIATION

By: Mark Welch
Mark Welch, President

THE STATE OF TEXAS §
 §
COUNTY OF Harris §

BEFORE ME, the undersigned notary public, on this 21st day of June, 2022 personally appeared Mark Welch, President of Islander East Association, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purpose and in the capacity therein expressed.

A. Duff
Notary Public in and for the State of Texas



ISLANDER EAST ASSOCIATION
AMENDED AND RESTATED
RULES AND REGULATIONS
relating to the
RENTAL OF APARTMENT-HOMES

These Rules and Regulations relating to the Rental of Apartment-Homes are adopted by the Board of Directors of the Islander East Association, a Texas non-profit corporation (the "**Association**"), in accordance with the provisions of the Declaration and Master Deed of Islander East (the "**Declaration**"), The Rules of the Association (**the "Rules"**), the Bylaws of the Association (the "**Bylaws**") and Section 82.102 of the Texas Uniform Condominium Act, Chapter 82 of the Texas Property Code.

These Rules and Regulations relating to the Rental of Apartment-Homes apply to all Apartment-Homes within Islander East (the "**Condominium Project**"). By owning an Apartment-Home in the Condominium Project, each Co-Owner agrees to comply with these Rules and Regulations relating to the Rental of Apartment-Homes, as well as the provisions of the Declaration and the Bylaws of the Association.

Capitalized terms used in these Rules and Regulations relating to the Rental of Apartment-Homes have the same meanings as that ascribed to them in the Declaration, unless otherwise indicated. In the event of a conflict between a provision in the Declaration and a provision in these Rules and Regulations relating to the Rental of Apartment-Homes, the provision in the Declaration shall control. However, the provisions in the Declaration and these Rules and Regulations relating to the Rental of Apartment-Homes shall be construed in an effort to harmonize the documents and avoid conflicts.

Section 1. Background.

- 1.01. Rental Program. The Association has a rental program for Co-Owners who desire to rent their Apartment-Homes (the "In-house Rental Program"). This rental program is governed by a separate agreement between the Association and each participating Co-Owner. The administration and other costs incurred by the Association pursuant to the In-house Rental Program are recovered by the Association through fees charged to Co-Owners who rent their Apartment-Homes through the program.
- 1.02. Other Rentals. These Rules and Regulations relating to the Rental of Apartment-Homes do not prevent Co-Owners from renting their Apartment-Homes outside the Association's In-house Rental Program. However, all rentals of Apartment-Homes outside the Association's rental program must be in accordance with these Rules and Regulations relating to the Rental of Apartment-Homes to assure that the Association has appropriate information on renters, that all rentals are compliant with the Declaration and other governing documents, and that the Co-Owner of the Apartment-Home pays fees to the Association to cover administrative, operating and maintenance costs (such as, by way of example and not in limitation, front desk services, cleaning and maintaining Common Elements and recreational areas, and general wear and tear) in the same manner as Co-Owners who rent their Apartment-Homes through the In-house Rental Program.

Section 2. Rental Requirements.

- 2.01. Duration. The rental of an Apartment-Home must be for a period that includes at least two (2) consecutive overnight lodgings for the same person. Any rental of Apartment-Homes by Co-Owners for a period less than the two (2) night minimum will be charged a fee as specified in Section 5 below.
- 2.02. Use. The Bylaws and Rules prohibit the use of an Apartment-Home for any commercial or business purpose. Therefore, an Apartment-Home must be rented and used only for residential purposes.
- 2.03. Nuisances. The Bylaws and Rules prohibit any activity or condition in an Apartment-Home or the Common Elements that is or may become an annoyance or nuisance to other residents. Co-Owners who rent their Apartment-Homes are required to notify persons to whom they rent their Apartment-Homes that their conduct in the Apartment-Home and on the premises is required to be compliant with the provisions of the Bylaws and Rules. Unless otherwise allowed pursuant to State or Federal law, among other provisions in the Bylaws, Rental Guests are specifically prohibited from bringing Pets and from smoking in an Apartment-Home or on a balcony. Rental Guests are also prohibited from inviting additional guests who are not registered as an occupant in their rental unit.

Right of Access. The Bylaws provide that the Association or its duly authorized representative shall have the right and authority to enter an Apartment-Home with notice as necessary. Co-Owners who rent their Apartment-Homes are required to notify persons to whom they rent their Apartment-Homes of the right and authority of the Association or its duly authorized representative to access a rental Apartment-Home, if necessary, in accordance with the Bylaws.

Section 3. Rental Information.

- 3.01. Renter(s) and Vehicle(s). Rental information is necessary so that the Association may determine, when appropriate, whether a person has the right to be on the premises and to use recreational areas in the Condominium Project and whether a vehicle is authorized to be parked on the premises. Accordingly, no less than 24 hours prior to the commencement of the rental of an Apartment-Home, the Co-Owner of the Apartment-Home is required to provide to the Association the following information:
 - a. The name(s) of the person(s) renting the Apartment-Home and the names of all other persons who will occupy the Apartment-Home during the rental period.
 - b. The start date and duration of the rental period.
 - c. Contact information for each person renting the Apartment-Home including cellular telephone number, email address, and an emergency contact person and telephone number.

Upon arrival, the guest will be requested to provide the following information:

The make, model, and license plate number for each vehicle that will be parked on the premises by the renter of the Apartment-Home and each other person who will occupy the Apartment-Home during the rental period.

The Association has promulgated a form to be completed by the Co-Owner and the Co-Owner's renter and submitted to the Association a minimum of 24 hours prior to the commencement of the rental period. Failure to notify the Association of a rental guest's arrival and failure to provide the aforementioned form will result in additional fees being charged to the Co-Owner as specified in Section 5 below.

- 3.02. Registration. Upon arrival at the Condominium Project, the renter is required to register at the front desk. The renter will be required to provide proper identification to confirm that he/she is the same person identified in the rental information provided in accordance with Section 3.01. The failure to register at the front desk and/or provide proper identification will result in additional fees being charged to the Co-Owner as specified in Section 5 below, the denial of services and the use of the recreational areas. Renters are prohibited from having additional friends or guests on the premises.

Section 4. Fees.

- 4.01. Facility Fee. Each Co-Owner who rents his/her Apartment-Home, whether through the In-house Rental Program or outside the rental program, is required to pay to the Association a Facility Fee in the amount specified below for each night included in the rental period. This fee includes costs associated with higher facility usage over and above the normal monthly fees charged in the HOA assessments, including, but not limited to, costs for additional water usage, elevator and gate operation and maintenance, grounds and common area custodial services and overnight security service. This fee may be increased annually by the Association.

All Apartment-Homes: \$15 per night

- 4.02. Administration Fee. Each Co-Owner who rents his/her Apartment-Home, whether through the In-house Rental Program or outside the rental program, is required to pay to the Association an Administration Fee ("Admin Fee) in the amount specified below. The rental program requires additional administrative, managerial and operational services that benefit only Co-Owners who rent their Apartment-Home. The costs for these services are not covered by the normal monthly fees included in the HOA assessments. The Admin Fee contributes to these extra expenses which include but are not limited to, additional employee and overhead expenses, registration services, Rules and Regulations enforcement, accounts payable and accounts receivable services, and bookkeeping services. The amount of the Admin Fee payable to the Association shall be \$35 per rental up to thirty (30) days. For any rental over thirty (30) days, the Admin Fee shall be \$50.00 per month payable to the Association. The Admin Fee is payable to the Association at the end of the month. The Board

shall determine if such Admin Fee is included in the percentage charged to Co-Owners who rent their Apartment-Homes through the Association's In-house Rental Program. The Admin Fee may be increased annually by the Association.

- 4.03. Taxes. Each Co-Owner who rents his/her Apartment-Home whether through the Association's In-house Rental Program or outside the rental program, is responsible for the payment of all applicable local, state and federal taxes relating to the rental of the Apartment-Home and/or the rental income. Provided however, in accordance with a separate agreement between the Associations and each Co-Owner in the In-house Rental Program, the Association may collect and pay to the appropriate authority any sales and hotel tax assessed and levied by any applicable governmental body.
- 4.04. Compliance. In accordance with the Bylaws and Section 82.102 of the Texas Uniform Condominium Act, and upon seven (7) days written notice to a Co-Owner, the Association may suspend any Co-Owners right to rent his/her Apartment-Home for failure to pay fees to the Association in accordance with the Declaration, the Bylaws and the Rules and Regulations contained herein. The Association may also suspend other services including the use of common areas and recreational areas to any person to whom the Co-Owner rents his/her Apartment-Home for as long as any fees remain unpaid.

Section 5. Additional Fees and Fines.

- 5.01. The Association may levy fees and/or fines against a Co-Owner for additional services or violations of these Rules and Regulations relating to the Rental of Apartment-Homes. Fines shall be in addition to, but not in lieu of, other remedies for non-compliance, and are applicable to each time a violation occurs.
- 5.02 The following Specific Fines or Fees shall be assessed to Co-Owners who do not comply with these Rules and Regulations and whose Renters or Guests violate these Rules and Regulations.
- A) Failure to notify Association of Rental and provide the completed Rental Information Form to the Front Desk 24 hours in advance of arrival: \$30.00
 - B) Unauthorized Pets on Property: \$150.00
Other than service animals, pets are not permitted on the premises. Guests are required to submit paperwork in advance if a service animal is required and approval must be provided for the specific Apartment-Home they are renting. Any Guests who arrives with a pet will be asked to place their pet in a kennel or asked to leave the premises.
 - C) Smoking in an Apartment-Home or on Balcony: \$100.00
 - D) Un-authorized Vehicle or additional guests on Property: \$100.00
 - E) Parking Violation after guest has received one warning: \$ 25.00
 - F) Damage to Common Area: cost to repair plus \$150.00
 - G) Failure to pick up personal trash debris or pet debris \$ 50.00
 - H) Actions requiring Additional interior Custodial Services \$100.00

- I) Assistance by Front Desk Staff to Independent Rentals for items which should be covered by the Owner such as providing supplies, Unit Cleanliness, Wi-fi Outage, etc.: \$ 30.00
- J) Apartment-Home Rental for less than the 2-day minimum: \$100.00

Section 6. Insurance and Waiver Requirements

- 6.01 All Co-Owners who are renting their Apartment-Homes are required to carry \$1,000,000.00 personal general liability insurance and name Islander East Association as an additional insured party. Failure to comply with this requirement and show proper proof of coverage upon request may result in removal from the rental program upon seven (7) days written notice to a Co-Owner until such required insurance is obtained and evidence of same is provided to the Association.
- 6.02 In conjunction with the Amended, Consolidated and Restated By-laws of the Islander East Association, any dispute by a Co-Owner arising under these Amended and Restated Rules and Regulations relating to the Rental of Apartment-Homes, if not settled through informal procedures, must first be submitted to binding arbitration pursuant to such reasonable rules as may be prescribed by the Board of Directors before any legal proceeding may be filed with respect thereto. Co-Owners further agree to acknowledge receipt of this document in a form acceptable to the Board of Directors and agree to comply with same. Co-owners agree to hold the Association harmless from all claims and legal fees, and indemnify the Association, its employees and Board of Directors from any and all claims associated in any way with the Rental Program.

Section 7. Miscellaneous.

- 7.01. Revision. These Rules and Regulations relating to the Rental of Apartment-Homes may be amended or supplemented by the Board of Directors at any time.
- 7.02. Effective Date. These Rules and Regulations relating to the Rental of Apartment-Homes shall become effective upon recording in the Official Public Records of Real Property of Galveston County, Texas.

<The remainder of this page was intentionally left blank.>

CERTIFICATION

I hereby certify that I am the Secretary of Islander East Association and that the foregoing Rules and Regulations relating to the Rental of Apartment-Homes was approved by not less than a majority of the Board of Directors of the Association at a meeting duly called and held on the 9th day of May, 2022, at which a quorum was at all times present.

DATED, this the 27th day of May, 2022.

ISLANDER EAST ASSOCIATION

By: [Signature]

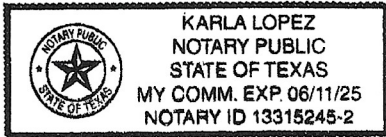
Printed: JOHNNY KENNEDY

Its: Secretary

THE STATE OF TEXAS §
 §
COUNTY OF Galveston §

BEFORE ME, the undersigned notary public, on this 27th day of May, 2022 personally appeared John William Kennedy, Secretary of Islander East Association, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he/she executed the same for the purpose and in the capacity therein expressed.

Karla Lopez
Notary Public in and for the State of Texas



**ISLANDER EAST
RENTAL INFORMATION FORM**

Co-Owner: _____

Apartment-Home No.: _____

Rental Period

Start Date: _____

End Date: _____

Renter Information

Names(s) of Renter(s): _____

Home Address: _____

Cell No.: _____

E-Mail: _____

Emergency Contact: _____

Emergency Contact Telephone No.: _____

Names of Other Persons, if any, who will Occupy the Apartment-Home: _____

Vehicle Information (to be provided at check-in)

Vehicle 1

Make: _____

Model: _____

License Plate No.: _____

Vehicle 2

Make: _____

Model: _____

License Plate No.: _____