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Dana DeBeauvoir

Dana DeBeauvoir, County Clerk
Travis County, Texas

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AMENDMENT TO DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS OF
WEST HARBOUR MARINA CONDOMINIUM

This Amendment to Declaration of Covenants, Conditions and Restrictions of West Harbour Marina Condominium (“Amendment”) is made on this 16th day of July 2020, by West Harbour, LLC, hereinafter referred to as “Declarant”.

RECITALS:

WHEREAS, there was heretofore filed of record by Declarant that certain Declaration of Covenants, Conditions and Restrictions of West Harbour Marina Condominium dated November 7, 2019, recorded in Document No. 2019177141, of the Official Public Records of Travis County, Texas (“Declaration”);

WHEREAS, Section 8.01 of the Declaration provides that the Declarant has the right to unilaterally amend the Declaration during the Declarant Control Period;

WHEREAS, the Declarant has determined that it is in the best interest of the Project to amend Section 5.01.09. of the Declaration to provide additional information on the leasing of Units, and add Section 5.04 to Article 5 Restrictions and Covenants to expressly specify the dimensions of a boat that may occupy a Unit;

NOW, THEREFORE, for and in consideration of the sum of Ten and 00/100 Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Declarant hereby amends the Declaration as follows:

1. **Recitals.** The foregoing recitals are true and accurate and are incorporated hereby reference.
2. **Definitions.** Terms not otherwise defined herein shall have the meaning set forth in the Declaration.
3. **Amendment to Section 5.01.09. Leasing.** Section 5.01.09. is hereby amended to read in its entirety as follows:

Section 5.01.09. Leasing: Leasing of Units is allowed subject to the following restrictions: a) Owner’s tenant will provide a certificate of insurance to the Owner and will name the Owner and the Association as insured parties. This certificate of insurance must be attached to the lease and presented to the Board of Directors before Owner’s tenant arrives at the Unit; b) the lease term shall be for a minimum of six (6) months; c) all leases must be in writing and must be made subject to this Declaration and related Association documents; d) an Owner is responsible for providing the Owner’s tenant with copies of this Declaration and related Association documents and notifying the tenant of changes thereto; and e) each tenant is subject to and must comply with all provisions of this Declaration. related

Association documents and applicable law. The Board may adopt additional Rules which further define the leasing of Units.

4. **Addition of Section 5.04 to Article 5 Restrictions and Covenants.** The following provision shall be added as Section 5.04 to Article 5 Restrictions and Covenants:

5.04. **Boat Size.** For every Unit, the maximum allowable boat length, inclusive of a stationary swim deck platform or any other stationary attachments, is twenty-eight feet (28'). Upon notice to Owner of the violation of boat size, the Board of Directors may remove at the Owner's expense any boat that is greater than 28' in length, inclusive of the swim deck or any other stationary attachments.

5. **Miscellaneous.**

- a. **Entire Agreement.** The Declaration, as amended by this Amendment, contains the entire agreement of the parties and supersedes all other agreements, oral or written, heretofore made with respect to the subject matter hereof and the transactions contemplated hereby.
- b. **Severability.** Any provisions hereof prohibited by, or unlawful or unenforceable under, any applicable law of any jurisdiction shall be ineffective as to such jurisdiction, without affecting any other provision of this Amendment, or shall be deemed to be severed or modified to conform with such law, and the remaining provisions of this Amendment shall remain in force, provided that the purpose of this Amendment can be effected. To the full extent, however, that the provisions of such applicable law may be waived, they are hereby waived to the end that this Amendment be deemed to be a valid and binding agreement enforceable in accordance with its terms.

EXECUTED on this 16th day of July, 2020, to be effective as of November 7, 2019.

DECLARANT:

WEST HARBOUR, LLC,
a Texas limited liability company

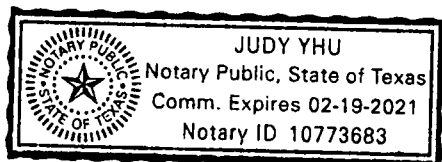
By: _____

Mark Kristen, Manager

STATE OF TEXAS §
 §
COUNTY OF TRAVIS §

Before me, on this day personally appeared Mark Kristen, proved to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same as the act of West Harbour, LLC, a Texas limited liability company, as its Manager, for the purposes and consideration therein expressed.

Given under my hand and seal of office this 16th day of July, 2020.



Judy Yhu

Notary Public in and for the State of Texas

AFTER RECORDING RETURN TO:
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