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Dana DeBeauvoir

Dana DeBeauvoir, County Clerk
Travis County, Texas

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

This Second Amendment to Declaration of Covenants, Conditions and Restrictions of West Harbour Marina Condominium (“Amendment”) is made to be effective January 1, 2021, 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, Declarant filed of record that certain Amendment to Declaration of Covenants, Conditions and Restrictions for West Harbour Marina Condominium executed July 16, 2020, to be effective November 7, 2019, recorded at Document No. 2020122723 of the Official Public Records of Travis County, Texas (the “First Amendment”);

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 Article 6 of the Declaration to add a Section 6.05 Unit Owners Required Insurance and further clarify a Unit Owners obligation to carry insurance on his or her Unit; and

WHEREAS, the Declarant has determined that Article 7 of the Declaration should be amended and restated in its entirety to be consistent with Chapter 82 of the Texas Property Code.

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 Article 6, Unit Owners Required Insurance.** Article 6 of the Declaration is hereby amended to add the following provision as Section 6.05:
 - a. **6.05. Unit Owners Required Insurance.** In no event will the Association maintain property insurance on the Units. Accordingly, each Owner of a Unit will be obligated to maintain comprehensive property and liability insurance on such

Owner's Unit and any Limited Common Elements assigned exclusively to such Owner's Unit, including any betterments and improvements constructed within or exclusively serving such Unit, in an amount sufficient to cover one hundred percent (100%) of the replacement cost of any repair or reconstruction in event of damage or destruction from any insured hazard. In addition, the Association does not insure an Owner's personal property. Each Unit Owner will be obligated to maintain vessel liability insurance with limits not less than \$500,000. Each Owner agrees defend and hold harmless the Association for any damage resulting from or caused by the Owner's use of its Unit, Limited Common Elements, and/or personal property to any Common Elements or other Owner's Unit or Limited Common Elements.

4. **Amendment to Article 7.** Article 7 of the Declaration is hereby amended and restated in its entirety as follows:

- a. 7.01. **Taxes.** Notwithstanding anything in this Declaration to the contrary, each Owner shall be responsible for and shall pay when due all taxes, assessments and other governmental impositions levied or assessed with respect to such Owner's Unit. Any taxes, assessments or other governmental impositions lawfully levied or assessed with respect to the Project not separately billed to the Owners shall constitute a Common Expense and be payable by the Association.

5. **Miscellaneous.**

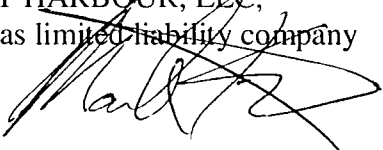
- a. **Entire Agreement.** The Declaration, as amended by this Amendment and the First Amendment, contains the entire agreement of the parties and supersedes all other agreements, oral or written, heretofore made with respect to the subject matter hereof and the transactions contemplated hereby.
- b. **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.

[signature page follows]

EXECUTED on this 18th day of January, 2021, to be effective as of January 1, 2021.

DECLARANT:

WEST HARBOUR, LLC,
a Texas limited liability company

By: 
Mark Kristen, Manager

STATE OF TEXAS §

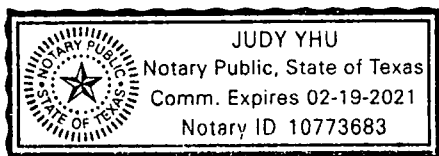
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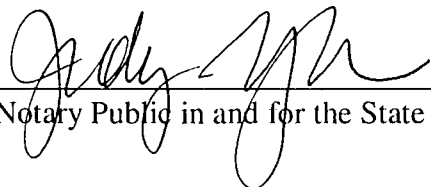
COUNTY OF TRAVIS §

§

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 18th day of January, 2021.




Notary Public in and for the State of Texas

AFTER RECORDING RETURN TO:
Sprouse Shrader Smith PLLC
Attn: Courtney Mogonye-McWhorter
805 Las Cimas Pkwy Suite 350
Austin, Texas 78746