

SECOND AMENDMENT TO
DECLARATION OF
COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS
FOR
SEAGRASS BEACH
A SUBDIVISION IN GALVESTON, COUNTY, TEXAS

STATE OF TEXAS §
 § KNOW ALL MEN BY THESE PRESENTS
COUNTY OF GALVESTON §

WHEREAS, **Seagrass Beach, LLC**, a Texas limited liability company, hereinafter referred to as the “Declarant”, executed that certain Declaration of Covenants, Conditions, Restrictions and Easements for Seagrass Beach (“Declaration”), recorded on June 13, 2016, under Clerk’s File No. 2016035182, in the Office of the County Clerk of Galveston County, Texas; and amended by that certain First Amendment to Declaration of Covenants, Conditions, Restrictions and Easements for Seagrass Beach (“First Amended Declaration”), recorded on June 7, 2019, under Clerk’s File No. 2019029959, in the Office of the County Clerk of Galveston County, Texas which imposes covenants, conditions and restrictions upon Seagrass Beach, a subdivision in Galveston County, Texas, as more fully set forth therein (“Seagrass Beach”).

WHEREAS, the Declaration allows for amendments pursuant to the following provisions:

SECTION 12.04. Amendment

- (a) **By Declarant.** During the Development Period, Declarant shall have the right from time to time and at any time to amend, modify or repeal this Declaration, in whole or in part, without joinder of any Owner or any other Person, effective upon recordation of an instrument of amendment in the Real Property Records of Galveston County, Texas.
- (b) **By Owners.** By a vote of sixty-seven (67%) percent of the Lot Owners then contained within the Subdivision shall always have the power and authority to amend, modify or repeal this Declaration, in whole or in part, at any time and from time to time, and any such amendment shall become effective upon the date an instrument of amendment covering same is signed by the requested number of Owners and filed for record in the Real Property Records of Galveston County, Texas.
- (c) **By Association.** After the Development Period, the Association, by vote of the Board of Directors, shall have the right from time to time and at any time to amend, modify or repeal this Declaration, in whole or in part, without joinder of any Owner or any other Person, effective upon recordation of an instrument of amendment in the Real Property Records of Galveston County, Texas:
 - (i) To resolve or clarify any ambiguity or conflicts herein, or to correct any inadvertent misstatements, errors or omissions herein; or

- (ii) To conform this Declaration to the requirements of any governmental agency, including the Federal Home Loan Mortgage Corporation, Federal National Mortgage Association, Veterans Administration or Federal Housing Administration.

WHEREAS, Declarant desires to amend the Declaration of Covenants, Conditions, Restrictions and Easements by reference as set forth below;

NOW, THEREFORE, for and in consideration of the recitals set forth above, and for other good and valuable consideration, Declarant does hereby amend Declaration of Covenants, Conditions, Restrictions and Easements to amend or include the following:

SECTION 7.01. Residential Use

7.01.01 Vacation Rentals

Vacation Rentals are allowed and must meet the following conditions.

- (a) All vacation rental homes must be managed by a professional real estate company that specializes in the management of vacation rental property;
- (b) All vacation rental management companies must be approved by the Association and must have personnel located in Galveston County, Texas;
- (c) All vacation rental agreements must have a minimum stay of three (3) nights.

SECTION 7.14. Undeveloped Lots

7.14.01 Mowing Cost

Owners of unimproved lots within Seagrass Beach shall pay the cost to mow their unimproved lot. Such mowing shall be performed at the direction of the Association. The Mowing Cost shall be \$150.00 per quarter, per lot. The Association shall invoice the owners of unimproved lots for the Mowing cost on a quarterly basis. Mowing Cost charges will be due within fifteen days of the date of the invoice. Past due Mowing Cost charges shall bear interest at a rate of 1.5% per month, or the maximum amount allowed by law. The Mowing Cost charges shall terminate if/when construction commences on the owner's unimproved lot.

Except as amended hereby, the remainder of the Declaration shall remain in full force and effect.

Executed the 16th day of March, 2021.

(Signature & Acknowledgement on the Following Page)

DECLARANT:

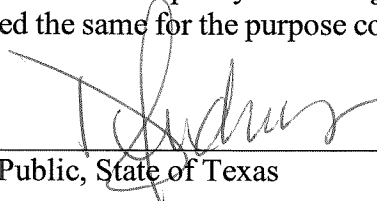
Seagrass Beach, LLC, a Texas limited liability company

By: 
BlueCap Investments, LLC, Manager

STATE OF TEXAS *

COUNTY OF GALVESTON *

On the 16 day of March, 2021, before me, the undersigned Notary Public, personally appeared **Bradley B. Ballard**, known to me or satisfactorily proven to be the person whose name is subscribed to this instrument in his capacity as **Manager of BlueCap Investments, LLC** and acknowledged that he executed the same for the purpose contained therein on behalf of said corporation.


Notary Public, State of Texas

FILED AND RECORDED

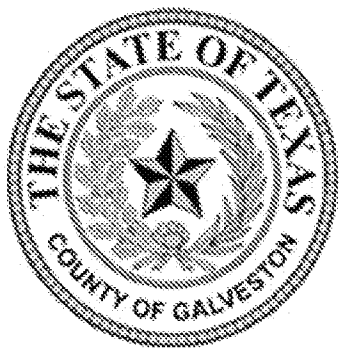
Instrument Number: 2021018582

Recording Fee: 34.00

Number Of Pages:4

Filing and Recording Date: 03/16/2021 4:01PM

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.



A handwritten signature in cursive script that reads "Dwight D. Sullivan".

Dwight D. Sullivan, County Clerk
Galveston County, Texas

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