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Dana DeBeauvoir

Dana DeBeauvoir, County Clerk
Travis County, Texas

Aug 27, 2021 04:08 PM Fee: \$38.00

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AFTER RECORDING RETURN TO:
ADAM PUGH, ESQ.
CAGLE PUGH
4301 WESTBANK DR., BLDG. A, STE 150
AUSTIN, TEXAS 78746

SECOND AMENDMENT TO CONDOMINIUM DECLARATION FOR SPICEWOOD POINT TOWNHOMES

A condominium regime located in Travis County, Texas

Cross Reference to that certain Condominium Declaration for Spicewood Point Townhomes recorded Volume 8131, Page 863 of the Condominium Records of Travis County, Texas; as amended by that certain Amendment to Declaration of Covenants, Conditions and Restrictions of Spicewood Point Townhome recorded in Volume 1183, Page 2319 of the Real Property Records of Travis County, Texas.

SECOND AMENDMENT TO CONDOMINIUM DECLARATION FOR SPICEWOOD POINT TOWNHOMES

This Second Amendment to Condominium Declaration for Spicewood Point Townhomes (the “**Amendment**”) is made by Spicewood Point Townhomes Owner’s Association, Inc. (the “**Association**”), a Texas nonprofit corporation, and is as follows:

RECITALS:

A. WHEREAS, Spicewood Point Townhomes, a condominium regime (the “Regime”) was established and is governed by that certain Condominium Declaration for Spicewood Point Townhomes recorded Volume 8131, Page 863 of the Condominium Records of Travis County, Texas; as amended by that certain Amendment to Declaration of Covenants, Conditions and Restrictions of Spicewood Point Townhome recorded in Volume 11823, Page 2319 of the Real Property Records of Travis County, Texas (the “Declaration”);

B. WHEREAS, Article IV, Section 4.6(d) of the Declaration states that a Condominium Unit Owner may voluntarily obtain insurance at their own expense for their own benefit;

C. WHEREAS, the Association wishes to amend and restate Article IV, Section 4.6(d) to require owners to maintain commercially available insurance that would provide coverage reasonable to cover the Unit and its contents in the event of a total casualty loss;

D. WHEREAS, Article VIII, Section 8.1(a) of the Declaration states that the Declaration may be amended by owners representing at least sixty-seven (67%) of the votes in the Association.

NOW THEREFORE, the Association hereby amends and modifies the Declaration as follows:

1. **Amendment and Replacement of Article IV, Section 4.6(d).** Article IV, Section 4.6(d) of the Declaration is hereby amended, restated, and replaced with the following:

“**Article IV, Section 4.6 (d) Insurance.** The Association shall be responsible for obtaining insurance upon the exterior of the Units. The Association shall not be responsible for procurement or maintenance of any insurance covering the liability of any Condominium Unit Owner not caused by or connected to the Association’s operation or maintenance of the Project.

Insurance coverage on the Unit including all interior fixtures, flooring, ceilings, furnishings and other items of personal property belonging to a Condominium Unit Owner and casualty and public liability insurance within each Unit shall be the responsibility of each Condominium Unit Owner. Condominium Unit Owners shall be required to maintain commercially available insurance that would provide coverage reasonable to cover the Unit and its contents in the event of a total casualty loss. To satisfy this requirement, each Condominium Unit Owner shall furnish to the

Association or its representatives a copy of the insurance policy that includes name of the insurance company, the policy number, and the effective and expiration dates of the policy by January 1 of each year. Each Condominium Unit Owner shall name the Association as a "Interested Party" or "Certificate Holder" in the policy. This will allow the Association to be notified if the policy is cancelled at any time. If for any reason a Condominium Unit Owner's insurance company denies a claim, the Condominium Unit Owner shall be responsible for all damages.

If the Association or its representative do not receive this proof of insurance coverage by January 15 of each year, the Condominium Unit Owner shall be liable for a penalty of \$200 per month until proof of insurance coverage is provided to the Association or its representative. This penalty shall be secured in the same manner as Assessments as provided by Article V, Section 5.8 of the Declaration."

2. **Miscellaneous.** Any capitalized terms used and not otherwise defined herein will have the meanings set forth in the Declaration. Unless expressly amended by this Amendment, all other terms and provisions of the Declaration shall remain in full force and effect as written and are hereby ratified and confirmed.

Executed on this 25th day of August, 2020.

CERTIFICATE OF ADOPTION

STATE OF TEXAS §
 § KNOW ALL MEN BY THESE PRESENTS:
COUNTY OF TRAVIS §

The undersigned, Eryn McMahon, qualified and acting Secretary of Spicewood Point Townhomes Owner's Association, Inc., a Texas non-profit corporation (the "Association"), hereby certifies on behalf of the Association that the Second Amendment to Condominium Declaration for Spicewood Point Townhomes was approved by owners representing at least sixty-seven (67%) of the votes in the Association.

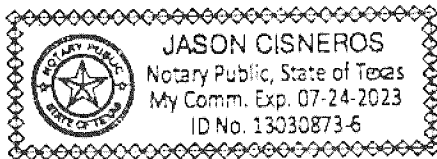
IN WITNESS WHEREOF, the undersigned has executed this certificate as Secretary on behalf of the Association on the 25th day of August, ~~2020~~ 2021.

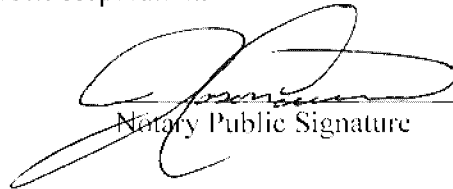
By:

Eryn McMahon
Name: Eryn McMahon
Title: Secretary

STATE OF TEXAS §
 §
COUNTY OF TRAVIS §

This instrument was acknowledged before me on the 25th day of August, 2020, by Erin McManan, Secretary of Spicewood Point Townhomes Owner's Association, Inc., on behalf of said non-profit corporation.




Notary Public Signature