

**SECOND AMENDMENT TO AMENDED AND RESTATED  
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS  
OF SUNSET COVE SUBDIVISION  
A SUBDIVISION IN GALVESTON COUNTY, TEXAS**

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

WHEREAS, the Amended and Restated Declaration of Covenants, Conditions and Restrictions of Sunset Cove Subdivision is recorded under Galveston County Clerk's File No. GAC200603393, in the Official Public Records of Real Property in Galveston County, the First Amendment to the same is recorded under Galveston County Clerk's File No. 2014068340, in addition to any other Declarations or Amendments (collectively, hereinafter referred to as the "Declaration");

WHEREAS, Article XXI, Section 21.1 of the Declaration provides, in pertinent part, as follows:

In addition to specific amendment rights granted elsewhere in this Declaration, to the fullest extent permitted by law, until the termination of the Class 'B' Control Period, Declarant may unilaterally amend this Declaration for any purpose....;

WHEREAS, as of the filing of this First Amendment, the Class "B" Control Period is still in effect; and

WHEREAS, it is the desire of the undersigned Declarant and the undersigned Board of Directors to amend the Declaration to provide restrictions in regard to rentals;

NOW THEREFORE, Section 11.2, **Rental Restrictions**, is hereby DELETED in its entirety and replaced as follows:

[OLD VERSION: 11.2. Rental Restrictions  
Rental of any Lot or property within the community is limited to a minimum one-year rental term and approval by the Association (no boathouses may be rented).]

**11.2   Rental Restrictions**

- (a)   **Definitions.** For purposes of this subsection, the terms "Lease" and "Leasing" shall refer to the regular, exclusive occupancy of a residence by any person other than the Owner, for which the Owner receives any consideration or benefit including, without limitation, a fee, service, or gratuity. "Rent," rentals," or "renting" shall have the same meaning.
- (b)   **Approved Leases.** Leases must strictly comply with the following terms and conditions:
  - 1.   **Written Lease.** All leases for any Property must be in writing and shall provide that:

- i. such lease is specifically subject to the provisions of this Declaration and all other Governing Documents and Dedicatory Instruments of the Association;
  - ii. any failure of the tenant to comply with the terms of the Declaration and all other Governing Documents and Dedicatory Instruments shall be deemed to be a default under such lease and shall be treated as a deed restriction violation **FOR WHICH THE OWNER IS RESPONSIBLE AND/OR THE TENANT AS WELL**; and
  - iii. the Owner acknowledges giving to the tenant either copies of the Declaration and all other Governing Documents and Dedicatory Instruments or has been given the Association's web site address for access to these documents.
2. **Notice to Association.** Within 10 days of a lease being signed, the Owner of the leased residence shall notify the Association of the lease and provide shall provide to the Association a copy of the lease or rental agreement with sensitive personal information, as defined by Texas Property Code Section 209.016, redacted. Further, any financial information including but not limited to the dollar amount of the rent or lease payments shall also be redacted. Property owners are required to retain copies of the leases or rental agreements for a period of one year from each rental period.
3. **Whole House.** Any residence that is leased shall be leased only in its entirety. Separate rooms, floors, or other areas within a dwelling may not be separately leased. However, the separate leasing of a garage apartment, detached "in-law suite" or "guest house" or "servants' quarters" may be approved by the Board.
4. **One House.** The Owner and any other Owners to whom such Owner is related or affiliated shall not individually or collectively lease or offer for lease more than one residence at the same time.
5. **One Family.** It is expressly forbidden to rent or lease an Owner's Lot or residence to more than one Single-Family.
6. **Occupancy.** The occupancy of the rented dwelling shall not exceed eight (8) persons. No additional visitors are permitted.
7. **Signs.** No rental signs shall be posted on the residence, Lot, elsewhere within the subdivision, Common Area, or on any right-of-way adjacent to the subdivision, advertising the availability of the residence for rent or for lease.
8. **Conduct.** Each property owner is solely responsible for the conduct of the Renter as well as any damage to common areas caused by the Renter and guests.
9. **Parties.** Renters are not permitted to have any large parties at the dwelling. However, renters are not forbidden from holding small celebrations that do not disturb the quiet enjoyment of the neighborhood, such as birthday parties, anniversaries, etc.
10. **Vehicles.** Renters are not permitted to have more than three (3) vehicles parked at or near the dwelling at any one time. Renters are not permitted to park in certain areas being used as a boat landing, launching area, and community park, etc. except for when launching or retrieving marine craft. Renters are not permitted to park on any other subdivision lot without written permission of the owner.
11. **Renter Acknowledgment.** The Renter shall acknowledge these rules in writing either in the lease or in a separate writing supplied to the Association.

12. **Quiet Enjoyment.**

- i. (i). Renters shall not disturb the quiet enjoyment of the Subdivision which includes no loud music or noises after 10 P.M. Sunday through Saturday of each week.
- ii. (j). Renters shall respect the privacy and the property of the property owners in the Subdivision which includes not going onto other lots, not going into other dwellings, garages, outbuildings or boat docks, or not using the personal property of property owners without their permission.

13. **Lease Term.** The lease shall provide for a minimum initial term of at least **twelve (12) months.** The residence may not be subleased and the lease may not be assigned during the initial 24-month term.

14. **Termination.** In the event of termination of the lease after the tenant has taken occupancy and prior to the end of the minimum initial term, the **Owner may not enter into a new lease with a term commencing prior to the date on which the previous lease would have expired without prior approval of the Board.** The Board may grant approval for such a new lease if it determines that the Owner acted in good faith with **no intent to circumvent the requirements of this subsection and could not have reasonably anticipated the early termination of the previous lease at the time the previous lease was signed.**

- (c) **Additional Rules.** The Board may adopt Rules and Regulations governing leasing and subleasing in accordance with this Section on “Leasing” that are in addition to but consistent with this Section. The Association shall have the right to enforce the Declaration, all other Governing Documents, and any additional Rules and Regulations, against the Owner and the tenants, individually and collectively. This Declaration, all other Governing Documents, and any additional Rules and Regulations shall apply to the leased property whether or not the Owner gives notice to the tenant of such.

WHEREAS, it is the desire of the undersigned Declarant and the undersigned Board of Directors to amend the Declaration to provide restrictions in regard floating boat docks;

NOW THEREFORE, Exhibit “H” **Architectural Controls, Section 14.0** is hereby **ADDED** as follows:

**14.0 Floating Boat Docks**

Floating boat docks may be allowed with prior Association approval. For all such floating boat docks, owners must only use builders and architects chosen from the current approved list of builders and architects, which is located on the Association’s website at [sunsetcovehoa.com](http://sunsetcovehoa.com).

Nothing herein is intended to alter, modify or amend the Declaration, except as specifically provided hereinabove.

IN WITNESS WHEREOF, we, the undersigned Declarant and Members of the Board of Directors of Sunset Cove Galveston Home Owners Association, Inc., have executed this Second Amended and Restated Declaration, effective as of the \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

**Sunbird Development, L.P., A Texas Limited Partnership and developer of Sunset Cove**

By: Sunbird Development LP, a Texas Limited Partnership

By: \_\_\_\_\_

Print Name: Ross Novelli, Jr.  
As President of Nature's Concepts, Inc., the General Partner for Sunbird Development, L.P.

**Sunset Cove Galveston Home Owners Association, Inc.**

By: \_\_\_\_\_

Print Name: Ross J. Novelli, Jr.  
President, Board of Directors

By: \_\_\_\_\_

Print Name: Charles O. Zagst  
Vice-President, Board of Directors

By: \_\_\_\_\_

Print Name: Scott C. Sieffert  
Secretary-Treasurer, Board of Directors

By: \_\_\_\_\_

Print Name: Jean Nelson  
Director at Large, Board of Directors



This instrument was acknowledged before me, on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by Scott C. Sieffert, Secretary-Treasurer of the Board of Directors of Sunset Cove Galveston Home Owners Association, Inc., a Texas Non-Profit Corporation.

\_\_\_\_\_  
NOTARY PUBLIC IN AND FOR  
THE STATE OF TEXAS

THE STATE OF TEXAS           §  
  §  
COUNTY OF GALVESTON       §

This instrument was acknowledged before me, on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by Jean Nelson, Director at Large of the Board of Directors of Sunset Cove Galveston Home Owners Association, Inc., a Texas Non-Profit Corporation.

\_\_\_\_\_  
NOTARY PUBLIC IN AND FOR  
THE STATE OF TEXAS

**AFTER RECORDING RETURN TO:**

**Daughtry & Jordan, P.C.**  
**17044 El Camino Real**  
**Houston, Texas 77058**

**Note to Board: Depending on the changes the Board would like to make in regard to rentals, Section 2.1 in regard to the definition of “Short-Term Rentals” and Section 3.1(b) in regard to Leasing will need to be amended as well. They are as follows:**

**Section 2.1**

**“Short-Term Rentals”:** A rental term of less than 12 months for any property. This type of rental term is forbidden.

**Section 3.1 (b)**

Leasing of a Lot by the Owner thereof for residential occupancy shall not be considered a “business” within the meaning of this subsection.

- b) **Leasing.** For purposes of this Declaration, “leasing” is the regular, exclusive occupancy of a dwelling by any Person other than the Owner, for which the Owner receives any consideration or benefit, including, without limitation, a fee, service, or gratuity. The improvements on the Lot may be leased only in its entirety and only leased for a term or period to be no shorter than one year.

All leases shall be in writing and shall include an acknowledgment by the tenant that the tenant and all Occupants of the leased Lot are bound by and obligated to comply with the Governing Documents by the tenant and all Occupants of the leased Lot.

Prior to the commencement of the lease term, the Owner or the Owner’s designee shall notify the Board or the Association’s managing agent of the lease and provide such information as the Board and/or the Association’s managing agent may reasonably require, which may include, but shall not be limited to, the name, address, and telephone number of the Lot’s Owner and of the tenant; and the date the tenant’s occupancy commences and ends. Declarant may, from time to time during the Development and Sale Period, adopt and modify reasonable rules regulating leasing and subleasing consistent with this subsection (b). Such rules shall be distributed to all Owners prior to the date that they are to become effective and shall thereafter be binding upon all Owners

and Occupants. The provisions of this subsection (b) and any rules adopted as aforesaid may be overruled, canceled, or modified by the Members only at a regular or special Association meeting by Members holding 67% of the total Class "A" votes in the Association and the Declarant, during the Development and Sale Period. Unless adopted by Declarant pursuant to the foregoing, leases shall not be subject to any minimum lease terms.

No owner may assign or otherwise transfer the Owner's obligations under this Declaration to any tenant or other Occupant. The Association shall have the right to enforce the covenants, conditions, and restrictions set forth in this Declaration against the Owner, the tenant, or any Occupant of the Lot, individually or collectively. The Association shall not be bound by any provision in the lease or other agreement between Owner and such Owner's tenant, including, without limitation, those requiring prior notice or imposing other conditions on the rights of the Association.

The Association shall be deemed a third party beneficiary of all leases of Lots, and shall have the right, but not the obligation, to enforce the terms and conditions of such leases against the tenant or the owner. Notwithstanding the foregoing, the Association's failure to object to any term or condition of a lease or occupancy arrangement shall not be deemed to be consent or approval of any term or condition of the lease, nor shall the Association have any obligation whatsoever for the performance of any obligation of Owner or tenant contained in the lease or otherwise.

Notwithstanding any condition of any lease to the contrary, each Owner, by acceptance of the deed to a Lot, hereby covenants and agrees with the Association and all other Owners of Lots in the Community, including, but not limited to, Declarant, that the Owner shall be responsible for any violation of the Governing Documents resulting from the acts or omissions of Occupants of the leased Lot to the same extent that Owner would be liable for such violation if it had resulted from the acts or omissions of the Occupants of the leased Lot to the same extent that Owner would be liable for such violation if it had resulted from the acts or omissions of the Owner. The Owner's obligations hereunder shall be deemed a guaranty of performance by such Owner's tenant and the Occupants of the leased Lot, and the Association shall have the right to take any action or seek any remedy for a tenant's or an Occupant's failure or refusal to comply with the Governing Documents directly from or against the Owner without first taking such action or obtaining such remedy from or against the tenant or Occupant. Declarant makes no representations as to whether any legal requirements apply to the renting of a Lot. Owners should perform their own investigations in such regard.