



**FOURTH AMENDMENT TO
MASTER DECLARATION OF COVENANTS, CONDITIONS AND
RESTRICTIONS
FOR BEACHTOWN GALVESTON
A SUBDIVISION IN GALVESTON COUNTY, TEXAS**

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

WHEREAS, under Galveston County Clerk's File No 2006046960 of the Official Public Records of Real Property of Galveston County, Texas, there has been recorded the Master Declaration of Covenants, Conditions and Restrictions for Beachtown Galveston, A Subdivision in Galveston County, Texas, as shown by the Map Records of Galveston County, Texas (the "Restrictions"); and

WHEREAS, it is the purpose of the Restrictions to establish, among other things, certain use restrictions on the properties covered therein for the purpose of enhancing and protecting property values of said subdivision; and

WHEREAS, the Declarant (hereinafter defined) has heretofore executed and filed a First Amendment to Master Declaration of Covenants, Conditions and Restrictions for Beachtown Galveston - a Subdivision in Galveston County, Texas, under Galveston County Clerk's File No. 2006085237 (the "First Amendment"), and

WHEREAS, the Declarant has heretofore executed and filed a Second Amendment to Master Declaration of Covenants, Conditions and Restrictions for Beachtown Galveston - a Subdivision in Galveston County, Texas, under Galveston County Clerk's File No. 2008062310 (the "Second Amendment"), and,

WHEREAS, the Declarant has heretofore executed and filed a Third Amendment to Master Declaration of Covenants, Conditions and Restrictions for Beachtown Galveston - a Subdivision in Galveston County, Texas, under Galveston County Clerk's File No. 2009029577 (the "Third Amendment"); and,

WHEREAS, Article XII, Section 5 of the Restrictions provides that the Declarant reserves the unilateral right to amend the Restrictions for any purpose at any time prior to the election of the fully elected Board of Directors of Beachfront Community Foundation Corporation, a Texas non-profit corporation (the "Foundation"); and.

WHEREAS, the election of the fully elected Board of Directors of the Foundation has not occurred; and

WHEREAS, Declarant desires to make a further amendment to the Restrictions to clarify Article XI, Section 12 pertaining to residential construction on the lots and the fees for not timely constructing a residence thereon; and

WHEREAS, it is the desire of BEACHTOWN GALVESTON REAL ESTATE, LTD., a Texas limited partnership, in its capacity as successor in interest to and assignee of BEACHTOWN GALVESTON VILLAGE ONE LTD., a Texas limited partnership, BEACHTOWN GALVESTON TWO LTD., a Texas limited partnership, BEACHTOWN GALVESTON EAST VILLAGE LTD., a Texas limited partnership, and BEACHTOWN GALVESTON REAL ESTATE, LTD., a Texas limited partnership (collectively referred to as "Declarant"), to amend the Restrictions with respect to the matters hereinafter specified;

NOW, THEREFORE, effective as of December 12, 2006, Article XI, Section 12 of the Restrictions is amended to read as follows

Section 12. New Construction

- (a) As used in this Article XI, Section 12, "***Start of Construction***" shall refer to the date (i) the Owner of the Lot receives from the Town Architect, the Foundation and any governmental body, all written approvals required for the construction of a residence upon the Lot, including, but not limited to, written architectural approval; and (ii) there is some physical evidence upon the Lot that construction of a residence has begun, in the Foundation's sole determination. Further, as used in this Article XI, Section 12, "***Required Construction Start Date***" shall refer to the date which is two (2) years from the later of: (i) the initial date of purchase from the Declarant of the Lot; or (ii) the date upon which the City of Galveston accepts the Property, and it facilities, sufficient to allow the issuance of building permits upon the Lots
- (b) The Start of Construction on the Lots in the Subdivision, except for commercial buildings which may be built upon the Reserves (whether designated as commercial, parking or other) must occur on or before two (2) years from the Required Construction Start Date.
- (c) All buildings or structures on the Property shall be constructed of new or like new materials. All buildings or structures, except for commercial buildings which may be built upon the Reserves (whether designated as commercial, parking or other) shown upon the Subdivision Plat, as created or amended, must be completed within one (1) year of the Start of Construction.
- (d) Failure to have a Start of Construction date on or before two (2) years of the Required Construction Start Date will result in the imposition by the Foundation of a cumulative \$1,000.00 per Lot, per year, construction deferral fee (exclusive of the annual maintenance fee assessment) upon the Owner of the Lot and/or Lots until the Start of Construction has occurred upon the Lot and/or Lots. Failure to have a Start of Construction date within three (3) years of the Required Construction Start Date will result in an additional cumulative \$2,000.00 per Lot, per year, construction deferral fee (added to the prior

accumulating construction deferral fee, for a total of \$3,000.00 per Lot, per year and exclusive of the annual maintenance fee assessment) until the Start of Construction has occurred upon the Lot and/or Lots. Failure to have a Start of Construction date within four (4) years of the Required Construction Start Date will result in the imposition of an additional cumulative \$3,000.00 per Lot, per year, construction deferral fee against the Owner of the Lot and/or Lots (added to the prior accumulating construction deferral fees, for a total of \$6,000 00 per Lot, per year and exclusive of the annual maintenance fee assessment) until the Start of Construction has occurred upon the Lot and/or Lots. Every year thereafter, an additional cumulative \$4,000.00 per Lot, per year, construction deferral fee shall be imposed (added to the prior accumulating construction deferral fees, for a total of \$10,000 00 per Lot, per year and exclusive of the annual maintenance fee assessment) until the Start of Construction has occurred upon the Lot and/or Lots

- (e) The above noted construction deferral fees imposed per Lot are cumulative and in addition to the annual maintenance fee assessed, are due and payable with the payment of the first quarter annual maintenance fee assessment, and will be enforced in the same manner as the annual maintenance fees (also called annual maintenance charge) set forth in Article VI hereof, and are secured by the lien described in Article VI hereof, the same as if the construction deferral fees were an annual maintenance fee. The amount of the construction deferral fees may be reduced by the Board of Directors, in its sole discretion, from time to time due to economic conditions and in an effort to encourage the building of residences upon the Lots. The Declarant, its successors or assigns, during any period of ownership of a Lot or Lots, shall be exempt from the construction deferral fees and any time requirements established for erecting a residential improvement and commercial structures upon such Lot or Lots. Construction deferral fees hereunder are automatic assessments hereunder and are not fines.
- (f) Prior to the completion of a building or structure on a Lot or Lots located within the Subdivision, a fence must be erected on the Lot or Lots consistent with the requirements set forth in the Pattern Book. The contractor shall furnish trash containers and, at all times, keep the premises free from accumulation of trash and scrap caused by construction. Prior to construction beginning on any Lot, the storage locations of any trash receptacles, portable toilets, and any building materials must be predetermined and approved by the Foundation and/or its agents. All trash receptacles, portable toilets, and any building materials to be utilized during the construction of an improvement upon a Lot must be located within the parameters of the Lot at the preapproved location. Should a Lot Owner and/or the contractor fail to keep the construction items noted above at the predetermined location, the Foundation may, without any penalty of trespass, enter and remove from the Lot or any location within the Subdivision, all construction materials including, but not limited to, trash receptacles, portable toilets, and any

building materials to be utilized in the construction of an improvement on a Lot.

- (g) An Owner and the contractor shall be solely responsible for any and all damage which occurs to existing sidewalks, lights and landscaping during the construction process and shall repair and/or replace, or pay for the repair or replacement of, any common element damaged during the construction.
- (h) Prior to construction, a contractor must submit to the Foundation, the Town Architect, or any of its agents, all documentation required by the Foundation and, before beginning construction, a contractor must obtain written approval from the Foundation
- (i) Construction activities shall not take place before noon on Saturdays, Sundays and any United States nationally recognized holidays in the event a neighboring unit is occupied. Construction activities may take place during the times mentioned above, if and only if, approval has been received by the neighboring units.
- (j) Radios and domestic animals are not allowed on construction sites.

Except as herein expressly amended, all other terms and provisions of the Restrictions, as previously modified by the First Amendment, Second Amendment and Third Amendment are hereby ratified and reaffirmed.

Executed the day appearing along side each signature below.

AGREED AND APPROVED BY THE DECLARANT:

BEACHTOWN GALVESTON REAL ESTATE, LTD.
a Texas limited partnership, in its capacity as
successor in interest to and assignee of
BEACHTOWN GALVESTON VILLAGE ONE LTD, a
Texas limited partnership

By: Beachtown Galveston Corporation, a Texas
corporation, its General Partner

By:



TOPICH SHIRAZI, President

THE STATE OF TEXAS §
 §
COUNTY OF HARRIS §

Before me, the undersigned authority, on this day personally appeared TOFIGH SHIRAZI, President of Beachtown Galveston Corporation, a Texas corporation, in its capacity as General Partner of BEACHTOWN GALVESTON REAL ESTATE, LTD , a Texas limited partnership, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed, and in the capacity therein stated, and as the act and deed of said entities

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 7th day of April, 2010



Victoria Bird
Notary Public in and for the State of Texas

BEACHTOWN GALVESTON TWO LTD.,
a Texas limited partnership

By. Beachtown Galveston Corporation, a Texas corporation, its General Partner

By: [Signature]
TOFIGH SHIRAZI, President

THE STATE OF TEXAS §
 §
COUNTY OF HARRIS §

Before me, the undersigned authority, on this day personally appeared TOFIGH SHIRAZI, President of Beachtown Galveston Corporation, a Texas corporation, in its capacity as General Partner of BEACHTOWN GALVESTON TWO LTD , a Texas limited partnership, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed, and in the capacity therein stated, and as the act and deed of said entities

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 7th day of April, 2010



Victoria Bird
Notary Public in and for the State of Texas

BEACHTOWN GALVESTON EAST VILLAGE LTD.,
a Texas limited partnership

By: Beachtown Galveston East General, L.P., a Texas
limited partnership, its General Partner

By: Beachtown Galveston Corporation, a Texas
corporation, its General Partner

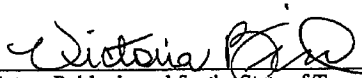
By 
TOFIGH SHIRAZI, President

THE STATE OF TEXAS §
 §
COUNTY OF HARRIS §

Before me, the undersigned authority, on this day personally appeared TOFIGH SHIRAZI, President of Beachtown Galveston Corporation, a Texas corporation, in its capacity as General Partner of Beachtown Galveston East General, L.P., a Texas limited partnership, in its capacity as General Partner of BEACHTOWN GALVESTON EAST VILLAGE LTD, a Texas limited partnership, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed, and in the capacity therein stated, and as the act and deed of said entities

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 7th day of
April, 2010




Notary Public in and for the State of Texas

BEACHTOWN GALVESTON REAL ESTATE, LTD.,
a Texas limited partnership

By: Beachtown Galveston Corporation, a Texas
corporation, its General Partner

By 
TOFIGH SHIRAZI, President

THE STATE OF TEXAS §
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Before me, the undersigned authority, on this day personally appeared TOFIGH SHIRAZI, President of Beachtown Galveston Corporation, a Texas corporation, in its capacity as General Partner of BEACHTOWN GALVESTON REAL ESTATE, LTD, a Texas limited partnership, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed, and in the capacity therein stated, and as the act and deed of said entities

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Victoria Bird
Notary Public in and for the State of Texas



AFTER RECORDING, RETURN TO:

Mark K. Knop
Hoover Slovacek LLP
5847 San Felipe, Suite 2200
Houston, Texas 77057
122568-01

FILED AND RECORDED



OFFICIAL PUBLIC RECORDS

Mary Ann Daigle

2010016042

April 08, 2010 02 21 09 PM

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Mary Ann Daigle, County Clerk
Galveston County, TEXAS