

AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS POINT AQUARIUS, SECTION 7

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

This Amendment to Declaration of Covenants, Conditions and Restrictions of Point Aquarius, Section 7, is executed on the date hereinafter set forth by POINT AQUARIUS PROPERTY OWNERS ASSOCIATION.

WITNESSETH:

WHEREAS, POINT AQUARIUS PROPERTY OWNERS ASSOCIATION (the "Association") is the property owners association (as that term is used and defined in Section 202.001 of the Texas Property Code) for POINT AQUARIUS, SECTION 7, a subdivision in Montgomery County, Texas, according to the maps or plats thereof recorded in Cabinet F, Sheets 75B-77A, of the Map Records of Montgomery County, Texas (hereinafter referred to as the "Subdivision"); and

WHEREAS, the Subdivision is subject to certain covenants, conditions and restrictions as set out in that certain instrument entitled Declaration of Covenants, Conditions and Restrictions Point Aquarius, Section 7 (the "Declaration"), of record under Clerk's File No. 8931385, and amended under Clerk's File Nos. 8947594 and 9019239, of the Official Public Records of Montgomery County, Texas; and

WHEREAS, Section 209.0041 of the Texas Property Code provides that unless the restrictive covenants applicable to a subdivision provides for a lower percentage, restrictive covenants may be amended only by a vote of sixty-seven percent (67%) of the total votes allocated to the property owners entitled to vote on the amendment; and

WHEREAS, the property owners having the requisite number of votes in the Association desire to amend the Declaration and have approved this Amendment and voted to amend the Declaration as herein provided;

WHEREAS, the Declaration further provides that the Declaration can be amended by an instrument, signed by not less than two thirds (2/3) of the then owners of the Lots, and recorded, agreeing to amend or change, in whole or in part, the Declaration;

WHEREAS, the Declaration further provides that the Declaration may also be amended or changed, in whole or in part, at any time, by the written agreement or signed ballot of Owners entitled to cast not less than two thirds (2/3) of the votes of all of the Owners, in the subdivision;

NOW THEREFORE, in consideration of the premises and pursuant to the authority of Section 209.0041 of the Texas Property Code, the Association adopts, reaffirms and ratifies the

following amendment and modification to the Declaration and declares that such amendment shall become effective when this instrument, accompanied by the attached Certificate, is filed for record in the Official Public Records of Montgomery County, Texas, to-wit:

1. Article III, Section 3.12, of the Declaration is amended to read as follows:

Section 3.12 Prohibition of Offensive Activities. Without expanding the permitted uses of the Lots, no activity, whether for profit or not, shall be conducted on any Lot which is not related to single family residential purposes. As used herein, the term "single family residential purposes" shall be construed to prohibit the use of Lots for garage apartments, or apartment houses; and no Lot shall be used for business or professional purposes of any kind; and no Lot shall be used for any commercial or manufacturing purpose; and no structure or residence shall be leased on any Lot, except for leases which strictly comply with Section 5.06 of the Declaration, as amended. No noxious or offensive activity of any sort shall be permitted nor shall anything be done on any Lot which may be or may become an annoyance or a nuisance to the Subdivision. This restriction is waived in regard to the customary sales activities required to sell homes in the Subdivision. No exterior speaker, horn, whistle, bell or other sound device, except security and fire devices used exclusively for security and fire purposes, shall be located, used or placed on a Lot. Without limitation, the discharge or use of firearms is expressly prohibited. The Association shall have the sole and absolute discretion to determine what constitutes a nuisance or annoyance.

2. Article V, Section 5.06, of the Declaration is amended to read as follows:

Section 5.06 Rental and Leasing. Owners must notify the Association if their Lot(s) is leased. Subject to applicable redactions permitted by state law, Owners must also provide the Association with the name of the tenant, a copy of the lease, and the current mailing address of the Owner of the Lot. In no event, however, shall any leasing be allowed except pursuant to a written agreement or form approved by the Board of Directors that affirmatively obligates all tenants and other residents of the Lot to abide by this Declaration, the bylaws, and the rules and regulations of the Association.

Any improvements on the Lot shall be used only as a single family residence. The rental of a dwelling for occupancy as a residence shall not be construed as a business; provided it is leased in accordance with the terms herein. The following criteria and conditions shall apply to all leasing of a Lot(s).

- (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.) **Leases Approved.** If the lease or leasing strictly complies with the following terms and conditions, the lease shall be deemed approved without further action by either the Owner or the Board:

(1.) **Written Lease.** All leases for any Property must be in writing and shall provide that:

(a.) such lease is specifically subject to the provisions of this Declaration and all other dedicatory instruments of the Association;

(b.) any failure of the Owner or tenant to comply with the terms of the Declaration and all other dedicatory instruments shall be deemed to be a default under such lease; and

(c.) the Owner acknowledges giving to the tenant copies of the Declaration and all other dedicatory instruments, as a part of the lease.

(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, send a signed copy of the lease to the Association or its management company, and provide any additional information the Association or Board may reasonably require.

(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" is subject to approval by the Board.

(4.) **One Family.** It is expressly forbidden to rent or lease and occupy an Owner's Lot or residence to more than one single family.

(5.) **Lease Term.** The lease shall provide for a minimum initial term of at least ninety (90) days. The residence may not be subleased and the lease may not be assigned during the initial ninety (90) day term.

(6.) **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.) **Leases Prohibited.** Leasing of residences other than in strict conformity with Section 5.06. B. hereof, including short-term or vacation rentals, is prohibited.
- (D.) **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 dedicatory instruments, and any additional rules and regulations, against the Owner and the tenants, individually and collectively. This Declaration, all other dedicatory instruments, and any additional rules and regulations shall apply to the leased property whether or not the Owner gives notice to the tenant of such.

2. Except as specifically amended and modified herein, the Declaration shall remain in full force and effect as originally written.

3. Attached to this instrument and specifically made a part hereof is a Certificate, signed by the President and Secretary of the Association, certifying that the Owners having at least sixty-seven percent (67%) of the total votes allocated to the property owners entitled to vote on the amendment have voted in favor of and approved this amendment. Additionally, this Amended Declaration has been signed by not less than two thirds (2/3) of the current owners of the Lots agreeing to amend or change, in whole or in part, the Declaration and/or has been approved by the written agreement or signed ballot of Owners entitled to cast not less than two thirds (2/3) of the votes of all of the Owners, in the Subdivision.

IN WITNESS WHEREOF, the undersigned President of POINT AQUARIUS PROPERTY OWNERS ASSOCIATION has hereunto set my hand this 26th day of March, 2018.

POINT AQUARIUS PROPERTY OWNERS
ASSOCIATION



President

STATE OF TEXAS

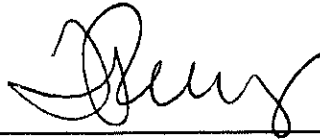
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COUNTY OF MONTGOMERY

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This instrument was acknowledged before me on the 26th day of March, 2018,
by Lawrence Vaslet, President of POINT AQUARIUS PROPERTY OWNERS
ASSOCIATION, a Texas nonprofit corporation, on behalf of said corporation.



Notary Public, State of Texas



