



DOC #2020019619

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AMENDMENT TO THE AMENDED RESTRICTIONS AND COVENANTS APPLICABLE TO TWIN SHORES SUBDIVISION, SECTIONS ONE AND TWO, A SUBDIVISION OF 69.122 ACRES IN THE ELIJAH COLLARD SURVEY, ABSTRACT NO. 7, MONTGOMERY COUNTY, TEXAS

STATE OF TEXAS §

COUNTY OF MONTGOMERY §

This Amendment to the Amended Restrictions and Covenants Applicable to Twin Shores Subdivision, Sections One and Two, is executed on the date hereinafter set forth by the Twin Shores Property Owners Association.

WITNESSETH:

WHEREAS, the Twin Shores Property Owners Association (the "Association") is the property owners association (as that term is used and defined section 202.001 of the Texas Property Code) for the Twin Shores subdivision.

WHEREAS, the Amended Restrictions and Covenants Applicable to Twin Shores Subdivision, Sections One and Two, a Subdivision of 69.122 Acres in the Elijah Collard Survey, Abstract No. 7, Montgomery County, Texas under file number 2017-016015, in the Real Property Records of Montgomery County, Texas (the "Declaration"); and

WHEREAS, the Declaration and this Amendment governs Twin Shores Subdivision, Section One, a subdivision of 62.022 acres of land in the Elijah Collard Survey, Abstract No. 7, Montgomery County, Texas according to that certain map and/or plat of said Subdivision of record in Volume 9, Page 103, Map Records, Montgomery County, Texas; and

WHEREAS, the Declaration and this Amendment governs Twin Shores Subdivision, Section Two, a subdivision of 7.100 acres of land in the Elijah Collard Survey, Abstract No. 7, Montgomery County, Texas according to that certain map and/or plat of said Subdivision of record in Volume 9, Page 104, Map Records, Montgomery County, Texas; and

WHEREAS, the Members of the Association, desire to amend the above document as hereinafter set forth to address the above stated issue; and

WHEREAS, all Members of the Association have been provided written notice of this proposed amendment; and

WHEREAS, this amendment of the Declaration, as set forth below, has been approved by the Members casting at least 2/3rd of the votes in the Association in approval of this amendment:

NOW THEREFORE, pursuant to the above recitals, the Members of the Association hereby amend the provisions of the Declaration to adopt, establish and impose upon the Twin Shores Subdivision, sections one and two and the Association, the following amendments:

1. Part IV, Section 1 of the Declaration is amended to read as follows:

- 1. LAND USE: No Lot, building site or tract shall be used except for residential purposes, and may not be replated, subdivided or any portion of any Lot used for a road, public or private.

No building shall be erected, altered, placed or permitted to remain on any Lot other than one single-family dwelling, a private garage for not more than three (3) automobiles, storage facilities, and dressing rooms with toilet for private swimming pools. No business of any type, kind or character, or apartment house, nor any occupation or business for commercial gain or profit shall be done or carried on in said residential area. All parts of said Subdivision are hereby designated as residential area except a 1.534 acre parcel of land, and designated on the recorded plat as RESERVE ONE. This site is for the private and exclusive use of all Owners and shall have no commercial activities of any nature or character carried out here, and a part of or all of Lot 102 and 103 may be used for the purpose of marinecraft/boat trailer parking, which shall be granted and controlled at the sole discretion of the Association. No use shall be made of any reserve area as shown on the plat of this Subdivision without the express written consent of Twin Shores Property Owners Association, or its successors in interest, and without the additional approval of the Architectural Control Committee.

A. Leasing:

(1) **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.

(2) **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:

(a) **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 of the Association;
- (ii) any failure of the Owner or tenant to comply with the terms of the Declaration and all other Governing Documents shall be deemed to be a default under such lease; and
- (iii) the Owner acknowledges giving to the tenant copies of the Declaration and all other Governing Documents, as a part of the lease.

(b) **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.

- (c) **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.
- (d) **One Family.** It is expressly forbidden to rent or lease and occupy an Owner's Lot or residence to more than one Single-Family.
- (e) **Lease Term.** The lease shall provide for a minimum initial term of at least **six (6) months**. The residence may not be subleased and the lease may not be assigned during the initial six month term.
- (f) **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.

(3) **Leases Prohibited.** Leasing of residences other than in strict conformity with Section 1. A. (2) hereof, including short-term or vacation rentals, is prohibited.

(4) **Advertisements.** No home or lot shall be advertised for lease for a period less than six (6) months. Further, no home or lot shall be advertised or listed on any short term or vacation rental website, media platform or database (e.g. Airbnb, VRBO, Flipkey, HomeAway, Hometogo, etc.)

(4) **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.

2. Article IV, Section 12 of the Declaration is amended to read as follows:

12. **NUISANCES:** No nuisance shall be maintained nor any noxious or offensive activity carried out on any Lot, building site or tract of land in this Subdivision; nor shall anything be done thereon which may or might become a nuisance to the neighborhood.

CERTIFICATE

The undersigned President and Vice President, respectively, certify that, as required by Section 209.0041 of the TEXAS PROPERTY CODE, the foregoing Amendment to the Amended Restrictions and Covenants Applicable to Twin Shores Subdivision, Sections One and Two, a Subdivision of 69.122 Acres in the Elijah Collard Survey Abstract No. 7, Montgomery County, Texas has been approved by a vote of at least sixty-seven percent (67%) of the total votes allocated to the property owners in TWIN SHORES PROPERTY OWNERS ASSOCIATION.

2-24-2020

Date

2-24-2020

Date

[Signature]

President - Mark Pasemann

[Signature]

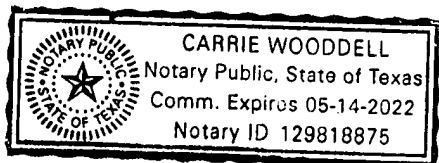
Vice President - John Manuel

STATE OF TEXAS §

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COUNTY OF MONTGOMERY §

This instrument was acknowledged before me on the 24 day of Feb 2020, by [Signature], President of TWIN SHORES PROPERTY OWNERS ASSOCIATION, a Texas nonprofit corporation, on behalf of said corporation.



[Signature]

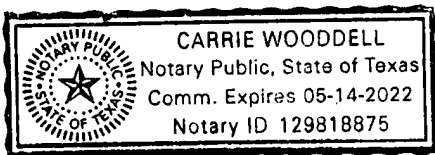
Notary Public - State of Texas

STATE OF TEXAS §

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COUNTY OF MONTGOMERY §

This instrument was acknowledged before me on the 24 day of Feb 2020, by [Signature], Vice President of TWIN SHORES PROPERTY OWNERS ASSOCIATION, a Texas nonprofit corporation, on behalf of said corporation.



[Signature]

Notary Public - State of Texas

FILED FOR RECORD
02/28/2020 02:45PM



COUNTY CLERK
MONTGOMERY COUNTY, TEXAS

STATE OF TEXAS,
COUNTY OF MONTGOMERY

I hereby certify that this instrument was filed in the file number
sequence on the date and time stamped herein
by me and was duly RECORDED in the Official Public
Records of Montgomery County, Texas.

02/28/2020



County Clerk
Montgomery County, Texas