

TOWNHOUSE MANOR LEASING REGULATIONS AMENDMENT

STATE OF TEXAS §
 § KNOW ALL PERSONS BY THESE PRESENT
COUNTY OF HARRIS §

WHEREAS, the Second Amended and Restated Uniform Restrictions for Townhouse Manor Houston, Harris County, Texas ("Declaration"), was recorded under Harris County, in the Property Records; filed on September 18, 1995 and recorded as 200050416 R 583180, Film Code 505-39-3792.

WHEREAS, pursuant to the Declarations, the Lot Owners have been vested with the authority to amend the Declarations and other Governing Documents, without consent of any mortgagee; and

WHEREAS, the Lot Owners desire to amend said Declarations; and

NOW THEREFORE, pursuant to the authority granted to the Lot Owners in the Declarations, the Lot Owners hereby amend the Declarations by adding the following Section:

AMENDMENT

Article XX of the Declaration, entitled "Leasing Regulations and Residential Purposes" is added by the following:

- (A) Residential Purposes. Each Lot shall be used exclusively for single-family residential purposes.
- (B) In no case may a Lot contain more than one residential dwelling. No multi-family dwellings may be constructed on any Lot. No building, outbuilding or portion thereof shall be constructed for income property, such that occupants would occupy less than the entire Lot and/or residential dwelling.
- (C) The term "single-family" as used herein shall refer not only to the architectural design of the residential dwelling but also to the purpose, use, and permitted number of inhabitants of each Lot, which shall be limited to a single family. Single-family shall mean the use of and improvement to a Lot with no more than one building designed for and containing facilities for living, sleeping, cooking, and eating therein.
- (D) No Lot may be occupied by more than one single family.
- (E) It is permitted for Owners to lease (as defined below) a residential dwelling in the subdivision, so long as:
 - (1) occupants are leasing the entire Lot (including all land and improvements comprising the Lot and residential dwelling) to use as a residence;
 - (2) the term of the lease is greater than ninety (90) days;

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- (3) the Owner and the occupants have the intent that the occupants remain on the Lot, and that it becomes the occupants' place of residency; that is, that the occupants will make the Lot and residential dwelling their home;
- (4) the lease complies with any dedicatory instrument of the Association, including any leasing policy, rule, or regulation promulgated by the Board;
- (5) at resale, the buyer of the residential dwelling is required to sign a document acknowledging they will comply with all restrictions on leasing, to include no short-term rental leasing;
- (6) the Board may at their discretion review on a case-by-case basis a hardship petition to the leasing restrictions and provide a variance;
- (7) suspected violators of the leasing restrictions will be sent a certified notice that they are not in compliance and provided thirty (30) days to resolve the issue;
- (8) The Board may at their discretion determine the amount of the fines for suspected violators (up to \$1,000 per month). If the violation is not corrected then it will be referred to an attorney;
- (9) owners of leased residential dwellings are required to submit a Rental/Lease Property Form each time there is a tenant change; and
- (10) owners of leased premises must inform tenants they are subject to the terms and conditions of the Townhouse Manor Deed Restrictions and applicable Rules.

(F) For any lease, the Owner must provide the following information to the Association regarding a lease or rental applicant:

- (1) names of the tenant(s);
- (2) contact information for all of the tenant(s) residing at the property including: phone numbers and e-mail addresses;
- (3) tenant(s) mailing address;
- (4) names of persons authorized to occupy the premises;
- (5) commencement Date and Term of the Lease; and
- (6) the make model, color, license plate number and state of issuance of all vehicles that will be at the property.

(G) The term "leasing" as used herein means the occupancy of a Lot and residential dwelling by ar person other than the Owner, for which the Owner receives any consideration or benefit, including, bu not limited to, a fee, service, gratuity, or emolument. Short term rentals less than ninety (90)

consecutive days include but are not limited to uses such as, short term leases, temporary or transient housing, hostels, shelters, halfway or rehabilitation homes, hotel, motel, vacation rental, bed and breakfast, dormitory, and Airbnb, shall be considered "business use" and are expressly prohibited.

(H) Leasing for more than ninety (90) consecutive days shall not be considered a "business use", provided that the Owner and any other Owners with whom such Owner is affiliated do not collectively lease or offer for lease more than three (3) Lots or residential dwellings in Townhouse Manor at any given time.

(I) Provisions regarding leasing contained herein shall not preclude:

- (1) Association or an institutional lender from leasing a dwelling upon taking title following foreclosure of its security interest in the Lot or upon acceptance of a deed in lieu of foreclosure, or
- (2) the seller or transferor of a Lot from leasing back the dwelling on such Lot for a period of time up to ninety (90) days after the closing of the sale or transfer of such Lot.

(J) No fraction or portion of any Lot or residential dwelling may be leased.

(K) The Board may promulgate policies or rules and regulations further governing the leasing of Lots (including all land and improvements comprising the Lot and residential dwelling). All leases must be in writing and shall contain such terms as the Board may prescribe from time to time. The Board and the Association shall not be responsible for any loss, damage, or injury to any person or property arising out of authorized or unauthorized leasing.

(L) Per the notice requirements and dispute resolution procedure set forth in Sec. 209.006, and 209.007, Texas Property Code, and its sequel, for any violation of the terms of this Amendment, the Board is authorized to impose fines of up to \$1,000.00 for each month that the violation continues. Pursuant to and subject to Sec. 209.008 of the Texas Property Code, and its sequel, Townhouse Manor Fund, Inc. may collect reimbursement of reasonable attorney's fees and other reasonable costs incurred by Townhouse Manor related to collecting amounts, including damages, due to Townhouse Manor for enforcing this Amendment.

(M) It is not the intent of this provision to exclude from a Lot any individual who is authorized to so remain by any state or federal law. If it is found that this provision is in violation of any law, then this provision shall be interpreted to be as restrictive as possible to preserve as much of the original provision as allowed by law.

(N) This Amendment shall be effective as of the date of recording in the Real Property Records of Harris County, Texas. If any provision of this Amendment is found to be in conflict with the Declaration, this Amendment shall control. The Declaration, as hereby amended, is in all ways ratified, confirmed, and remains in full force and effect.

(O) This Amendment may only be amended by an amendment to the Declaration as provided therein.


CERTIFICATION

I, the undersigned, do hereby certify:

That I am the President of the Townhouse Manor Fund, Inc.;

That this instrument constitutes an Amendment to the Second Amended and Restated Uniform Restrictions for Townhouse Manor Houston, Harris County, Texas, and was approved by a majority vote of a quorum of the owners of lots in Townhouse Manor.

IN WITNESS WHEREOF, I have hereunto subscribed my name on this 18th day of October 2022.

By: 
Print Name: Michael E. Lewter
Title: President

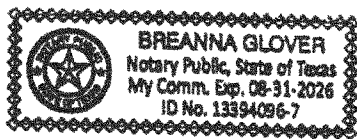
STATE OF TEXAS

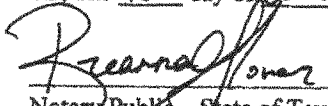
COUNTY OF HARRIS

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BEFORE ME, the undersigned authority, on this day personally appeared Michael E. Lewter, known by me to be the person whose name is subscribed to this instrument, and acknowledged to me that he/she executed the same for the purposes herein expressed, in the capacity herein stated, and as the act and deed of the corporation.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this 18th day of October 2022.




Notary Public - State of Texas

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After Recording Return To:
Cindy Domenici
Community Manager
Townhouse Manor Fund, Inc.
4121 Meyerwood Dr.
Houston, TX 77025

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SWORN AFFIDAVIT IN SUPPORT OF ELECTION RESULTS FOR THE LEASING REGULATIONS AMENDMENT IN TOWNHOUSE MANOR FUND, INC.

STATE OF TEXAS §
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COUNTY OF HARRIS §

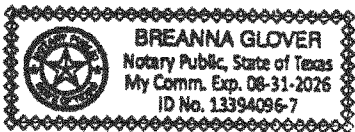
Before me, the undersigned authority, on this day personally appeared Cindy Domenici, Community Manager of Townhouse Manor Fund, Inc., herein, known to be the person whose name appears below, and based on her personal knowledge she stated on her oath that the voting results provided by Election Buddy, which are attached hereto and summarized below, are a true and accurate representation of the results of the votes of the Members approving the Leasing Regulations Amendment, which is attached hereto:

- Only voters listed on the voter list voted.
- Each ballot submitted was assigned a weight of 1 or 2 as determined by the number of Lots owned by the voter.
- Any ballots which were not completed were not included in the results.
- The vote took place between September 25, 2022, and October 16, 2022, and there were 124 "YES" votes in favor of the Leasing Regulation Amendment and 26 "NO" votes.



Cindy Domenici, Community Manager of
Townhouse Manor Fund, Inc.

SUBSCRIBED and SWORN TO before me on this the 18th day of October, 2022,
to certify which witness y hand and seal of office.





Notary Public in and for
The State of Texas

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Election Results for Proposal to amend THM's UNIFORM RESTRICTIONS			
THM's UNIFORM RESTRICTION amendment: Leasing Regulations and Residential Purposes			

Option	Votes	Percentage	
Yes - I approve the ame	124	82.67%	
No - I reject the amendr	26	17.33%	
Votes tallied: 150			
Abstentions: 3			

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Pages 8
10/24/2022 09:50 AM
e-Filed & e-Recorded in the
Official Public Records of
HARRIS COUNTY
TENESHIA HUDSPETH
COUNTY CLERK
Fees \$42.00

RECORDERS MEMORANDUM

This instrument was received and recorded electronically and any blackouts, additions or changes were present at the time the instrument was filed and recorded.

Any provision herein which restricts the sale, rental, or use of the described real property because of color or race is invalid and unenforceable under federal law.

THE STATE OF TEXAS
COUNTY OF HARRIS

I hereby certify that this instrument was FILED in File Number Sequence on the date and at the time stamped hereon by me; and was duly RECORDED in the Official Public Records of Real Property of Harris County, Texas.



Teneshia Hudspeth
COUNTY CLERK
HARRIS COUNTY, TEXAS

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