

**AMENDMENT TO DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS OF
FALCON SOUND PROPERTY OWNERS ASSOCIATION**

STATE OF TEXAS

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§ KNOW ALL MEN BY THESE PRESENTS:

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COUNTY OF MONTGOMERY

This Amendment to Declaration of Covenants, Conditions and Restrictions for FALCON SOUND ON THE LAKE, is executed on the date hereinafter set forth by FALCON SOUND PROPERTY OWNERS ASSOCIATION

WITNESSETH:

WHEREAS, FALCON SOUND 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 FALCON SOUND ON THE LAKE, a subdivision in Montgomery County, Texas, according to the maps or plats thereof recorded in Cabinet S, Sheets 5-6 inclusive, 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 Declaration of Covenants, Conditions and Restrictions of FALCON SOUND ON THE LAKE (the "Declaration"), of record under Clerk's File No. 2002-043946, Film Code No. 065-10-1807, *et seq.*, of the Official Public Records of Real Property 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 in the property owner's association; 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;

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 Real Property Records of Montgomery County, Texas, to-wit:

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

Section 1. Land Use and Building Type. All Lots shall be restricted in use and shall be used for residential purposes only except as outlined in Section 2 herein. No structure shall be erected, altered, placed or permitted to remain on any Lot other than one (1) single family dwelling with a detached or an attached fully enclosed garage for not less than two (2) nor more than three (3) cars. The garage will be available for parking automobiles at all times without any modifications being made to the interior of said garage. Such garage shall be constructed at the same time as the dwelling and act as an integral part of the residential structure, constructed with the same design, color and materials as the residence. Occupancy of the dwelling shall not be authorized until the garage is complete. The

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Residential Dwelling shall not exceed a height of thirty-five (35) feet. The height shall be measured from where the highest point of the natural grade of the Lot abuts the structure, except where the slab must be elevated above the natural grade to achieve minimum slab elevation as required by the Committee. In this situation, the height shall be measured from the minimum slab elevation established by the Committee. A detached garage shall not exceed one story in height, however, if a bona fide servant's quarters is constructed above the garage, the total height will not exceed the main dwelling in height or number of stories. No garage or servant's quarters or other permitted structure shall be erected or built on any Lot until construction of the Residential Dwelling has commenced. All construction must be completed within 180 days after construction commences.

No garage may open to the rear of a Waterfront Lot unless otherwise approved by the Architectural Control Committee. All detached garages where permitted in this Article must be attached to the main residence with a covered walk with a minimum width of six (6) feet. Garages placed on corner lots may face the side street and shall be located no closer to the side lot line than the minimum side lot building setback line as shown on the Subdivision Plat.

As used herein, the term "Residential Purposes" shall be construed to prohibit the use of said Lots for garage apartments or apartment houses; and no Lot shall be used for business or professional purposes of any kind except as set forth in Section 2 of this Article III, nor for any commercial or manufacturing purpose. Each Lot improvement thereon shall be used only as a single family residence. The rental of a dwelling for occupancy as a residence pursuant to an approved lease, as set out in Section 1. A. (2) hereof, shall not be construed as a business. No building of any kind or character shall be moved onto any Lot within said Properties without written permission of the Architectural Control Committee; however, no Residential Dwelling shall be moved onto any Lot within said Properties. The use of a tent, house trailer, travel trailer, camper, mobile home, manufactured home or motor home, either as a weekend, temporary or permanent residence is prohibited.

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. However, the separate leasing of a garage apartment, detached “in-law suite” or “guest house” or “servant’s quarters” is subject to approval by the Board.
- (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 ninety (90) days. The residence may not be subleased and the lease may not be assigned during the initial ninety (90) day 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) **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. 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 in the Association have voted in favor of and approved this amendment.

IN WITNESS WHEREOF, the undersigned President of FALCON SOUND PROPERTY OWNERS ASSOCIATION has hereunto set my hand this 28 day of October, 2017.

FALCON SOUND PROPERTY OWNERS ASSOCIATION

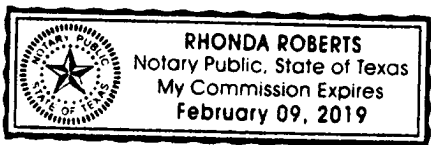
Paula Moran
President -

STATE OF TEXAS

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COUNTY OF MONTGOMERY

This instrument was acknowledged before me on the 28 day of October, 2017, by Paula McMahon, President of FALCON SOUND PROPERTY OWNERS ASSOCIATION, a Texas nonprofit corporation, on behalf of said corporation.



Rhonda Roberts
Notary Public, State of Texas

CERTIFICATE

The undersigned President and Secretary, respectively, certify that, as required by Section 209.0041 of the Texas Property Code, the foregoing Amendment to the Declaration of Covenants, Conditions and Restrictions for Falcon Sound on the Lake Section One has been approved by a vote of at least sixty-seven percent (67%) of the total votes allocated to the property owners in FALCON SOUND PROPERTY OWNERS ASSOCIATION.

10-28-17
Date

Paula Moran
President -

10/28/2017
Date

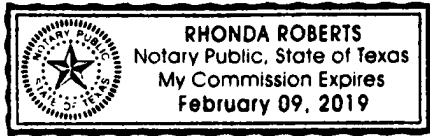
[Signature]
Secretary -

STATE OF TEXAS

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COUNTY OF MONTGOMERY

This instrument was acknowledged before me on the 28 day of October, 2017, by Paula McMahon, President of FALCON SOUND PROPERTY OWNERS ASSOCIATION, a Texas nonprofit corporation, on behalf of said corporation.



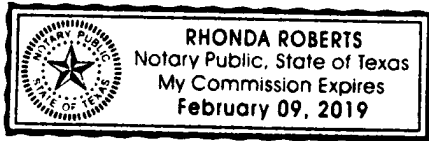
Rhonda Roberts
Notary Public, State of Texas

STATE OF TEXAS

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COUNTY OF MONTGOMERY

This instrument was acknowledged before me on the 28 day of October, 2017, by Sam Bath, Secretary of FALCON SOUND PROPERTY OWNERS ASSOCIATION, a Texas nonprofit corporation, on behalf of said corporation.



Rhonda Roberts
Notary Public, State of Texas

HOLD FOR PICK UP:
The Fowler Law Firm

FILED FOR RECORD

11/03/2017 11:29AM



COUNTY CLERK
MONTGOMERY COUNTY, TEXAS

RECORDER'S MEMORANDUM:

At the time of recordation, this instrument was found to be inadequate for the best photographic reproduction because of the illegibility, carbon or photo copy, discolored paper, etc. All black-outs, additions and changes were present at the time the instrument was filed and recorded.

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.

11/03/2017



County Clerk
Montgomery County, Texas