

FIRST AMENDMENT
to
RESTRICTIONS OF WOODSTONE, SECTION THREE

THE STATE OF TEXAS §
 §
COUNTY OF HARRIS §

WHEREAS, the Restrictions of Woodstone, Section Three, recorded on February 22, 1972 in the Official Public Records of Real Property of Harris County, Texas under Clerk's File No. D526438 ("Restrictions"), imposed on the property described therein ("Property") all those certain covenants, conditions, restrictions, and easements set forth in the Restrictions; and

WHEREAS, the Restrictions do not include a provision relating to amendment; and

WHEREAS, Section 209.0041(h-2) of the Texas Property Code provides that if a declaration or restrictive covenants are silent as to voting rights for an amendment, the declaration or restrictive covenants may be amended by a vote of owners owning sixty-seven percent (67%) of the lots subject to the declaration or restrictive covenants; and

WHEREAS, owners owning sixty-seven percent (67%) of the lots subject to the Restrictions of Woodstone, Section Three desire to amend the Restrictions; and

WHEREAS, this First Amendment to the Restrictions of Woodstone, Section Three ("**First Amendment**") set forth below has been approved by the owners of sixty-seven percent (67%) of the lots within Woodstone, Section Three, as evidenced by the ballots attached hereto and incorporated herein for all purposes as Exhibit "A".

NOW, THEREFORE, the Restrictions are amended as follows:

Section 23 is hereby added to the Restrictions and reads as follows:

23. Leasing. An owner may lease his or her building site and residence in Woodstone, Section Three, but only for single family residential purposes.

The term "lease" as used in this Section 23 means any type of agreement which provides to a person or entity other than the owner the exclusive use of and right to possess the building site and/or the residence on the building site.

An owner is not permitted to lease a room or any portion less than the entirety of the building site, the residence, and other improvements on the

building site. Notwithstanding any other language in the Restrictions, short-term leasing is prohibited. As used herein, "short-term leasing" means any lease term that is less than twelve (12) consecutive months. Vacation rental by owner ("VRBO"), boarding house, "Airbnb", "bed and breakfast", hotel or transient uses, and similar uses are prohibited.

All leases must be in writing. All leases must be submitted to the Board of Directors of the Association prior to a tenant taking possession of a building site/residence. Each lease must state the name of each person eighteen (18) years of age or older who will occupy the residence. Each lease must provide that it may be terminated in the event of a violation of the Restrictions or the Dedicatory Instruments of the subdivision [as that term is defined by Texas Property Code Section 202.001(1) or its successor statute], and the Board of Directors of Woodstone Homeowners' Association, Inc. (the "Association"), in its sole discretion, may require termination by the owner and eviction of the tenant(s) in such event. Each lease must also provide that the lessee is bound by and subject to all the obligations under the Restrictions and the Governing Documents and a failure to comply will be a default under the lease. The owner making such lease will not be relieved from any obligation to comply with the provisions of the Restrictions.

An owner must own the building site to be leased for at least three (3) years before being eligible to lease the building site. An owner who violates this Section 23 will be required to take whatever steps necessary to terminate the violating Lease. The Board, in its sole discretion, is authorized to adopt rules and/or policies which set forth procedures relating to this Section 23.

The Association may, but is not required to, maintain a list of the current leases in effect. An owner must produce a true and correct copy of each lease to the Association within ten (10) business days of the execution of a lease. The owner may redact any sensitive personal information as defined in Texas Property Code Section 209.016 or its successor statute prior to providing the lease to the Association.

Grandfather Provision. Notwithstanding any other language in this Declaration related to leasing, a building site that is leased by an owner having an ownership interest in the building site on the date before the date this First Amendment is filed in the Official Public Records of Real Property of Harris County, Texas will be considered in compliance with the Restrictions; provided that, once a Lease in effect at the time this First Amendment is filed in the Official Public Records of Real Property of Harris County, Texas expires, the owner(s) of such building site(s) must comply with the provisions of the Restrictions regarding leasing, including this First Amendment.

The First Amendment set forth above is deemed to be a part of and will be interpreted in accordance with the Restrictions. All capitalized terms used in this First Amendment have the same meaning ascribed to them in the Restrictions, unless otherwise provided.

All provisions of the Restrictions not amended hereby are hereby ratified and confirmed in each and every particular and will continue in full force and effect pursuant to the terms of the Restrictions.

IN WITNESS WHEREOF, the Secretary of Woodstone Section Three hereby executes this First Amendment confirming that it has been approved by the owners of sixty-seven percent (67%) of the lots within Woodstone, Section Three, as evidenced by the ballots attached hereto and incorporated herein for all purposes as Exhibit "A" to be effective upon its filing of record in the Official Public Records of Real Property of Harris County, Texas.

DATED this _____ day of _____, 202__.

WOODSTONE HOMEOWNERS' ASSOCIATION, INC.

By: _____

Printed: _____

Its: Secretary

THE STATE OF TEXAS §
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BEFORE ME, the undersigned notary public, on this ___ day of _____, 202__ personally appeared _____, Secretary of Woodstone Homeowners' Association, Inc., known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he/she executed the same for the purpose and in the capacity therein expressed.

Notary Public in and for the State of Texas