

**BALLOT TO VOTE ON
FIRST AMENDMENT
TO THE
KINGS CROSSING, SECTION EIGHTEEN PROTECTIVE COVENANTS**

I/we the undersigned, as representative(s) of all owners of the property listed below, do hereby cast our vote on the First Amendment to the Kings Crossing, Section Eighteen Protective Covenants as follows:

Article II, Section 2 is hereby amended and restated to read as follows:

Section 2. Prohibition of Offensive or Commercial Use. No activity which may become an annoyance or nuisance to the neighborhood, or which shall in any way interfere with the quiet enjoyment by each Owner of the Owner's Patio Home, or which shall degrade property values or detract from the aesthetic beauty of the Property, shall be conducted on the Property. No repair work, dismantling, or assembling of boats, motor vehicles or other machinery shall be done on or beside any driveway or adjoining street. The Property shall be used for single-family residential purposes. No part of the Property shall ever be used or caused to be used or allowed or authorized in any way, directly or indirectly, for any business, commercial, manufacturing, mercantile, storing, vending, or other nonresidential purposes. No garage sale, rummage sale, moving sale, or similar type of activity is permitted on a Lot. However, the Association may sponsor a community-wide garage sale (not to exceed twice per calendar year) on a designated date and time as determined in the Board's sole discretion. Estate sales may be permitted subject to prior Association approval. Owners must contact the Association's management agent for approval. An estate sale is hereby defined as a sale, liquidation, or auction of an Owner's personal property after the Owner is deceased, or decides to downsize. The substantive difference between a garage sale and an estate sale is that an estate sale is a more formalized process that involves selling most of the Owner's personal belongings rather than just unneeded items.

FOR Amendment

AGAINST Amendment

Article II, Section 18 is hereby amended and restated to read as follows:

Section 18. Refuse Collection. Garbage cans and other trash receptacles for the retention of garbage, trash and other refuse are not to be placed curbside earlier than 5:00 pm the day before garbage collection day and shall be returned to their storage area, out of public view, by the end of the garbage collection day.

FOR Amendment

AGAINST Amendment

Article VI, Section 4 titled "Reimbursement to Mortgagees for Payment of Taxes or Insurance Premiums" is hereby deleted in its entirety.

FOR Amendment

AGAINST Amendment

Article VI, Section 5 titled "Insurance or Condemnation Proceeds; Notice" is hereby deleted in its entirety.

FOR Amendment

AGAINST Amendment

Article VI, Section 8 is hereby amended and restated to read as follows:

Section 8. Leasing. Residences subject to these Protective Covenants shall be used exclusively for single-family residential purposes. The term "single-family" as used herein shall refer not only to the architectural design of the dwelling but also to the permitted number of inhabitants, which shall be limited to a single family. No multi-family dwellings may be constructed on any portion of the Property. An Owner must own a Lot for at least one (1) year before the Owner shall be permitted to lease the Lot. Short-term leasing is strictly prohibited. Short-term leasing is defined as any lease term less than twelve (12) consecutive months. "Leasing" for the purposes of these Protective Covenants, is defined as occupancy of a residence by any person other than the Owner or Owner's family member, for which the Owner receives any consideration or benefit, including, but not limited to, a fee, service, gratuity or emolument. Residences must be leased only in their entirety. No fraction or portion of any residence may be leased or rented. All leases shall be in writing and shall contain such terms as the Board may prescribe from time to time. The Board may, but is not obligated to, require copies of a signed lease to be provided to the Board at least ten (10) days before a tenant occupies a Lot. The Board is authorized to adopt a policy governing the leasing of a residence on the Property.

All provisions of these Protective Covenants and of any rules and regulations promulgated pursuant hereto which govern the conduct of the Owner of a Lot and which provide for sanctions against Owners shall also apply to all occupants of a Lot even though such occupants are not specifically mentioned.

Upon request by the Association, each Owner who leases his/her residence shall provide the Association with the name of his/her tenant(s) and a mailing address and phone number where such Owner can be contacted at all times. If an Owner engages a property management company to manage the property, the landlord Owner must provide the Board with the name and phone number of the property management company.

FOR Amendment

AGAINST Amendment

OWNER(S) OF PROPERTY:

Signature

Printed Name of Owner

Date

PROPERTY ADDRESS

Address

This ballot may be filed in the Real Property Records of Harris County, Texas with the First Amendment to the Kings Crossing, Section Eighteen Protective Covenants.

