

This First Amendment to Declaration will supersede the original First Amendment to Declaration which was recorded in the Official Public Records of Real Property of Harris County, Texas under File No. RP-2023-434938.

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

STATE OF TEXAS §
 §
COUNTY OF HARRIS §

This First Amendment to the Kings Crossing, Section Eighteen Protective Covenants (the "**Amendment**") is made on the date hereinafter set forth by the approval of sixty-seven percent (67%) of the total votes allocated to Owners entitled to vote in Lake Houston Community Association (the "**Association**"), and shall be effective as of the date of recording in the Real Property Records of Harris County, Texas.

WITNESSETH:

WHEREAS, Friendswood Development Company, executed that certain Kings Crossing, Section Eighteen Protective Covenants (the "**Protective Covenants**") which was filed of record under Clerk's File No. N802023, in the Official Public Records of Real Property of Harris County, Texas; and

WHEREAS, Section 209.0041(h) of the Texas Property Code provides that a declaration may be amended by a vote of sixty-seven percent (67%) of the total votes allocated to property owners in a property owners association or such lower percentage contained in the declaration; and

WHEREAS, the amendment to the Protective Covenants set forth below has been approved by the members of the Association entitled to cast at least sixty-seven percent (67%) of the votes in the Association.

NOW THEREFORE, upon approval by at least sixty-seven percent (67%) of the total votes allocated to property owners in the Association, the Protective Covenants is hereby amended 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,

RP-2024-37068

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.

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.

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

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

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.

If any provision of this Amendment is found to be in conflict with the Protective Covenants, this Amendment will control. The Protective Covenants, as hereby amended, are in all ways ratified, confirmed, and remain in full force and effect.

Capitalized terms used herein have the same meanings as that ascribed to them in the Protective Covenants.

[This space intentionally left blank]

IN WITNESS WHEREOF, this First Amendment to the Kings Crossing, Section Eighteen Protective Covenants is executed as of the 31st day of January, ~~2023~~ 2024.

Lake Houston Community Association,

RP-2024-37068

By: Connie J Emerson

Printed Name: CONNIE J. EMERSON

Title: President

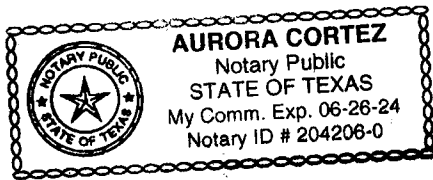
STATE OF TEXAS §

§

COUNTY OF HARRIS §

BEFORE ME, the undersigned authority, on this day personally appeared Connie J Emerson, President of Lake Houston Community Association, 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 expressed and in the capacity herein stated and as the act and deed of said corporation.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this 31st day of January, 2023



[Signature]
Notary Public -- State of Texas

RP-2024-37068

RP-2024-37068
Pages 5
02/02/2024 10:46 AM
e-Filed & e-Recorded in the
Official Public Records of
HARRIS COUNTY
TENESHIA HUDSPETH
COUNTY CLERK
Fees \$37.00

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

RP-2024-37068