

4



RESTRICT 2009028884

4 PGS

STATE OF TEXAS §

COUNTY OF TRAVIS §

**AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
THE WOODLANDS HOMEOWNERS' ASSOCIATION OF AUSTIN**

Document reference. Reference is hereby made to that certain Amended Declaration of Covenants, Conditions and Restrictions The Woodlands Homeowners' Association of Austin filed at Volume 6879, Page 319 of the Deed Records of Travis County, Texas, and that certain 2000 Amendment to Amended Declaration of Covenants, Conditions and Restrictions, The Woodlands Homeowners Association of Austin filed as Document No. 2000075066 in the Official Public Records of Travis County, Texas (cumulatively, and together with any other amendments filed of record, the "Declaration").

WHEREAS the Article XIV, Section 4 of the Declaration provides that the Declaration can be amended with the approval of owners holding title to at least 67 percent of the residential lots subject thereto; and

WHEREAS a sufficient number of the lot owners have approved the amendments contained herein;

THEREFORE the Declaration has been, and by these presents is, amended as provided below.

1. By amending and restating Article VIII, Section 1 (General Restriction) so that it reads in its entirety as follows:

"Section 1. General Restriction. The Lots shall be used solely for private single-family residential purposes. This restriction applies both to the character and type of any residences that may be constructed on the Lots and to the occupancy of those residences.

No more than one single-family residence with a covered parking facility may be constructed or maintained on a Lot. In addition, no Lot or related residence may be occupied and used other than for single-family residential purposes. Only the following situations shall constitute "single-family" occupancy and use for purposes of this section:

- (a) Occupancy by one person living alone.
- (b) Occupancy by two persons who are either related by marriage or hold themselves out as being bound by a romantic commitment (e.g., common law couples and other unmarried couples, whether opposite sex or same sex).
- (c) In conjunction with either (a) or (b) above, additional occupancy by one or more persons, each of whom is either:
 - (i) related by blood or adoption to one of the primary occupants;
 - (ii) currently under, or in the process of being placed under, the legal custodial care of one of the primary occupants; or
 - (iii) a caregiver or domestic servant to one of the primary occupants.

The foregoing notwithstanding, the total occupancy of any residence at any given point in time is limited to no more than two persons (other than infants under the age of two) for each bedroom in the residence (e.g., if there are three bedrooms in the residence, occupancy is capped at six persons).

This occupancy restriction is not intended to prohibit guests from temporarily occupying a residence. As such, a person is deemed to occupy a residence for purposes of this section only if such person resides therein for more than 30 days in any 12 month period.”

2. By amending and restating Article VIII, Section 2 (Leases) so that it reads in its entirety as follows:

“Section 2. Leases. The following restrictions shall apply to leasing of Lots and residences:

(i) *Definition of “leased.”* For purposes of this Section 2, a Lot and residence is deemed “leased,” and its occupants deemed “tenants,” whenever the residence is occupied other than by the Lot owner and/or an individual related to the owner by marriage, blood or adoption, irrespective of whether there is a written agreement between the owner and the occupant(s) or whether any financial consideration has been provided for the right of occupancy.

(ii) *Minimum lease term.* The lease agreement must provide for an initial lease term of at least 12 months, but thereafter may be extended on a month-to-month basis for the same tenant(s). This minimum lease term may be shortened with the prior written consent of the Board for good cause shown, but the Board shall have the sole discretion of determining whether such action is appropriate. Additionally, this minimum lease term requirement shall not apply to a mortgagee, the Association, or any other lien holder who comes into possession of the Lot by foreclosure or deed in lieu of foreclosure.

(iii) *In writing; tenant information.* The lease agreement must be in writing, include the name, phone number and email address for each tenant and occupant, and provide that it is not assignable to other tenants or occupants.

(iv) *No partial leases.* The lease agreement must grant full and total occupancy rights to the whole residence for the full term. Renting of individual rooms, timesharing, and similar arrangements are not permitted.

(v) *Compliance with governing documents.* The lease agreement must provide that the right of occupancy thereunder is specifically contingent upon the tenants and occupants complying with the restrictions contained in this Declaration and the Association’s bylaws and rules and regulations, and that any breach of those restrictions will be deemed a material breach of the lease for which the owner and the Association shall have a right to declare the lease agreement null and void and to evict the occupants, as further provided in Section 2(ix) below.

(vi) *Owners responsible for violations.* If a tenant or occupant violates the provisions of this Declaration or the Association’s bylaws or rules and regulations, the owner of the Lot is responsible for payment of any related fines and charges levied by the Association, including but not limited to charges for attorney’s fees and other enforcement expenses,

to the same extent as would be the case had the owner personally committed the violation.

(vii) *Copies of leases to the Association.* A fully-executed copy of all leases, including extensions and renewals, must be provided to the Association's property manager, or to any alternate person designated by the Board, within 10 days of its execution.

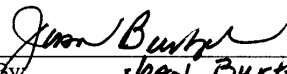
(viii) *No leasing to persons with felony criminal history; Association power to evict.* Owners are required to use due diligence to ensure that they do not lease to tenants who have a conviction or deferred adjudication history of any felony crimes against a person or property. The Association shall have the right, but not the obligation, to evict any tenant or any occupant of a residence if such person is found by the Board to have a history of a felony crime as described above according to official public records. Additionally, the Association shall have the right, but not the obligation, to evict any tenant or occupant of a residence if such person is found by the Board to have substantially and repeatedly violated provisions of this Declaration, or the Association's bylaws or rules and regulations. In this regard, the Association shall be deemed an "aggrieved party" for eviction suit purposes and the Association shall be entitled to possession (i.e., dispossession of the particular offending person) of the Lot and residence subject to the condition that, if the Association does recover possession in an eviction suit, the Association, upon execution of a writ of possession, shall immediately relinquish possession of the Lot and residence to the owner and shall not enter the residence. The owner will be responsible for all costs associated with such eviction, including attorneys' fees. Each owner, by acceptance of a deed to a Lot, irrevocably appoints the Association as his attorney-in-fact to terminate the right of occupancy under the lease and otherwise to evict any tenant or other occupant as provided herein."

Subject solely to the amendments contained herein, the Declaration remains in full force and effect.

**THE WOODLANDS OF AUSTIN
HOMEOWNERS ASSOCIATION, INC.**
a/k/a The Woodlands Homeowners' Association of Austin, Inc.

Certification

I the undersigned, in my capacities as Secretary of The Woodlands of Austin Homeowners Association, Inc., do hereby certify that the amendments contained herein were approved by owners holding title to at least 67 percent of the residential lots subject to the Declaration.


By: Joan Burtzel
Title: Secretary

[NOTARY BLOCK ON FOLLOWING PAGE]

Acknowledgement

STATE OF TEXAS §

COUNTY OF TRAVIS §

This instrument was executed before me on the 19 day of February, 2009, by Joan Burtzel in the capacity stated above.



Martha M. West
Notary Public, State of Texas

After recording, please return to:
Niemann & Niemann, L.L.P.
Attorneys At Law
Westgate Building, Suite 313
1122 Colorado Street
Austin, Texas 78701

Fileserver:CLIENTS:Woodlands:DeclAmend1-09V3.doc

FILED AND RECORDED

OFFICIAL PUBLIC RECORDS

Dana DeBeauvoir

2009 Feb 25 03:02 PM 2009028884

CARTERT \$28.00

DANA DEBEAUVOIR COUNTY CLERK

TRAVIS COUNTY TEXAS