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Jan 23, 2023 04:01 PM Fee: \$46.00

2023007418

Electronically Recorded

AFTER RECORDING RETURN TO:

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SECOND AMENDMENT TO THE RESTRICTIVE
COVENANTS FOR MOUNTAIN SHADOW VILLAGE

A residential community located in Travis County, Texas

Cross reference to those certain Restrictive Covenants, recorded in Volume 4334, Page 1064, in the Official Public Records of Travis County, Texas, as amended and modified by that certain Modification to Restrictive Covenants, recorded in Volume 12915, Page 0343, in the Official Public Records of Travis County, Texas.

MOUNTAIN SHADOW VILLAGE NEIGHBORHOOD ASSOCIATION, INC.

**SECOND AMENDMENT TO THE RESTRICTIVE COVENANTS FOR
MOUNTAIN SHADOW VILLAGE**

This Second Amendment to the Restrictive Covenants for Mountain Shadow Village (the "**Amendment**") is made by the Mountain Shadow Village Neighborhood Association, Inc. (the "**Association**"), a Texas nonprofit corporation, and is as follows:

RECITALS:

A. WHEREAS, the subdivision known as Mountain Shadow Village (the "**Subdivision**") was established and is governed by those certain *Restrictive Covenants*, recorded in Volume 4334, Page 1064, in the Official Public Records of Travis County, Texas, as amended and modified by that certain *Modification to Restrictive Covenants*, recorded in Volume 12915, Page 0343, in the Official Public Records of Travis County, Texas, as amended and supplemented (the "**Declaration**");

B. WHEREAS, the Declaration establishes the Association and grants it the authority to manage and govern the Subdivision;

C. WHEREAS, the Association wishes to Amend the terms and provisions of the Declaration; and

D. WHEREAS, Section 209.0041 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 entitled to vote on the amendment of the declaration and that such provision supersedes any provision contained in a declaration which requires a higher voting percentage.

E. WHEREAS, as evidenced by the attached certification by the Secretary of the Association, members of the Association representing at least sixty-seven percent (67%) of the total votes allocated to members entitled to vote on an amendment to the Declaration approved this amendment to the Declaration at a meeting of the Association's membership conducted on _____, 2022.

NOW THEREFORE, the Declaration is hereby amended as follows:

1. NOW THEREFORE, the Declaration is hereby amended as follows:

1. Article XIV: Sales of Lots. The following Section 6, Leases is hereby added to Article XIV of the Declaration:

6. Leases. These provisions are not intended to completely prohibit the Members of the Association from leasing their property, but rather to preserve the character of the Subdivision. An entire Lot (but not less than an entire Lot) may be leased. A Lot may not be leased for hotel, short term housing, or transient purposes. The lease of a Lot to a tenant must be for an initial term of no less than twelve (12) months. There may be no concurrent or overlapping leases on a Lot, e.g., once a lease is executed for an initial period, no additional lease may be executed for or during that term on that Lot. Subleasing is prohibited. A Lot may not be leased more than once per year, unless good reason exists as set for in paragraph (c)(1), below. The purpose of these provisions is to prohibit short term rentals and to prevent the Subdivision from becoming a rental community thereby preserving and protecting the overall character of the Subdivision. Any lease that attempts to circumvent this prohibition by offering early cancellation, early termination without penalty, or any other scheme attempting to evade this prohibition shall be deemed a violation of this restriction.

(a) Short Term Housing. Owners may not utilize any portion of a Lot as short-term housing for employees, agents, representatives, or the like.

(b) Notice to the Board. All leases shall be in writing. Oral leases are prohibited.

1. A copy of all leases shall be provided to the Board within ten (10) days after execution and shall contain the following:
 - i. Name, address, and ages of the Lessee and all occupants.
 - ii. State the initial term of not less than twelve (12) months.
 - iii. An acknowledgment by the parties that copies of the Declaration, Bylaws and any Rules and Regulations have been provided to the Lessee.
2. Owners must notify the Association of any termination or any extension of any Lease.

(c) Exceptions.

1. Hardship Leasing Permit. If due to such inability to lease, a hardship upon an Owner will result, the Owner may seek a Hardship Leasing Permit by applying to the Board of Directors or any committee formed by the Association for this purpose. The Board of Directors or said committee shall have the authority to issue or deny requests for a Hardship Leasing Permit in its absolute and sole discretion. A "hardship" as described herein shall include, but not be limited to the

following situations: (A) an Owner must relocate his or her residence outside of the county and cannot, within six (6) months from the date that the Lot was placed for sale, sell the Lot except at a price below the current appraised market value and after having made reasonable efforts to do so; (B) where an Owner dies and the Lot is being administered by his or her estate. Hardship Leasing Permits shall be valid for a term not to exceed one (1) year and shall automatically terminate one (1) year after the date issued. Owners may apply for additional Hardship Leasing Permits. Granting of the Hardship Leasing Permits shall not be deemed a waiver of the right of the Association to enforce these leasing provisions; (C) An Owner must evict a tenant through the Justice of the Peace Court; (D) if a tenant or their spouse is a member of the U.S. Armed Forces and is deployed or has a permanent change of station as provided in the Texas Property Code, Section 92.017 or the Service Members Relief Act; (E) or for any other reason deemed to be necessary, proper and just.

2. Leasebacks. This provision shall not restrict, limit or in any way interfere with any Owner from participating in a leaseback upon the sale of a home in the Subdivision. "Leaseback" means an arrangement where the seller of a home within the Subdivision leases the home back from the purchaser; in a leaseback arrangement, the specifics of the arrangement are made immediately after the sale of the home, with the amount of the payments and the time period specified.
 3. Association Leases. This provision shall apply to any leasing transactions entered into by the Association.
 4. Leases to Family Members. This provision shall not apply to leases to family members related by descent, marriage, or adoption. If the Owner does not permanently reside in the same residence, and there is a lease, the provisions contained in this Article XIV, Section 6 shall be fully applicable.
- (d) Enforcement. The restrictions adopted and established for the Property by this amendment are imposed upon and made applicable to the subject Property and shall run with the Property and shall (i) be binding upon and inure to the benefit of and be enforceable by any owner, and each purchaser and grantee of the subject Property or any portion thereof, and the respective heirs, legal representatives, successors and assigns of any owner and (ii) inure to the benefit of and be enforceable by any owner of the property in this subdivision,

and the respective heirs, legal representatives, successors and assigns of any such owner.

- (e) Strict Compliance. Each owner of the Property, or any portion thereof, shall strictly comply with the purpose of this restriction. Failure to strictly comply with this restriction shall be grounds for an action to recover sums due for damages, injunctive relief, or both, including reasonable and necessary attorney fees, maintainable by any owner and the respective heirs, legal representatives, successors and assigns of each owner.

Fines. The association may levy fines for violations of this Section that shall be enforceable and collectable in the same manner as provided for assessments. A fine of Five Hundred Dollars (\$500.00) shall be assessed for each violation of this Section. Each day of noncompliance shall constitute a new violation.

2. Miscellaneous. Any capitalized terms used and not otherwise defined herein shall have the meanings set forth in the Declaration. Unless expressly amended by this instrument, all other terms and provisions of the Declaration remain in full force and effect as written and are hereby ratified and confirmed.


3. Effective Date. This Second Amendment to the Restrictive Covenants for Mountain Shadow Village shall be effective upon its recording in the Official Public Records of Travis County, Texas.

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SECRETARY'S CERTIFICATE


The undersigned Secretary of the Mountain Shadow Village Neighborhood Association, Inc. (the "Association"), a Texas non-profit corporation, hereby certifies that this Second Amendment to the Restrictive Covenants for Mountain Shadow Village was approved by members of the Association representing at least sixty-seven percent (67%) of the total votes allocated to members entitled to vote on such amendment, at a meeting of the Association's members conducted on November 8, 2022.

**MOUNTAIN SHADOW VILLAGE
NEIGHBORHOOD ASSOCIATION, INC.**


KATIE GRIFFIN, Secretary

STATE OF TEXAS §
 §
COUNTY OF TRAVIS §

THIS INSTRUMENT was acknowledged before me this 30TH day of NOVEMBER, 2022 by KATIE GRIFFIN, Secretary of Mountain Shadow Village Neighborhood Association, Inc.



Notary Public of Texas

