SEVEN COVES ASSOCIATION, INC.
AMENDMENT TO RESTRICTIVE COVENANTS: SHORT-TERM LEASING
FOR SECTION ONE (1) OF SEVEN COVES

STATE OF TEXAS §
§
COUNTY OF MONTGOMERY §

WHEREAS Seven Coves Association, Inc., (hereinafter the "Association") a Texas nonprofit corporation, is the governing entity for Seven Coves, Section 1, an addition in Montgomery County, Texas, according to the maps or plats thereof, recorded in the Real Property Records of Montgomery County, Texas, under Document No. 7611811, along with any supplements, amendments, annexations and replats thereto (hereinafter the "Subdivision"); and,

WHEREAS the Subdivision is governed, in part, by the Declaration of Covenants, Conditions and Restrictions for Seven Coves, Section 1, filed for record in the Real Property Records of Montgomery County, Texas, under Document No. 7611813 (hereinafter the "Declaration"), along with any and all amendments thereto; and,

WHEREAS Section 209.0042(h) of the Texas Property Code provides that a property owners' association's restrictive covenants may be amended "by a vote of 67 percent of the total votes allocated to property owners entitled to vote on the amendment;" and,

WHEREAS the Subdivision's homeowners have determined that short-term leases are inconsistent with the residential use of the Subdivision and diminish the residential character of the Subdivision; and,

WHEREAS the Subdivision has determined that short-term leases negatively affect common areas, negatively affect the use and enjoyment by Owners of their Lots, and create a nuisance, annoyance, and/or undue burden on the Association's Owners; and,

WHEREAS the Subdivision's Owners therefore wish to prohibit short-term leases in the Subdivision, so as to best serve the community's purposes and so as to protect property values in the Subdivision by preserving the Subdivision's character as a residential community; and,

WHEREAS the Subdivision's Owners have voted to prohibit short-term leases in the Subdivision; and,

WHEREAS the signatures of those Owners approving of this amendment are attached hereto; and,

WHEREAS this Dedicatory Instrument consists of Restrictive Covenants as defined by Texas Property Code §202.001, et. seq, and the Association shall have and may exercise discretionary authority with respect to these Restrictive Covenants;

NOW THEREFORE, pursuant to the foregoing and as evidenced by the Certification and by the signatures attached hereto, the Subdivision's Owners hereby amend the Declaration, as follows:

There shall be a Section 30, entitled "Restrictions on Leasing," as follows:

30. Restrictions on Leasing.

a. No Owner in the Subdivision may lease their Lot, or allow their Lot to be leased, for a term of less than ninety (90) consecutive days. No lease term of less than ninety (90) consecutive days shall be permitted under any circumstances in the Subdivision, except as outlined herein. No Owner may allow a tenant, occupant, or lessee of their Lot to lease the Owner's Lot for a term of less than ninety (90) consecutive days, except as outlined herein.

b. No Owner may lease their Lot except pursuant to a written agreement executed by and between the Owner and the Owner's tenant or lessee. Each written agreement creating a lease shall include within it a provision stating that any breach by tenant, lessee, and/or any occupant of Owner's Lot, of the Association's restrictive covenants, rules, regulations, or policies, shall be considered a substantive breach of the written agreement between Owner and Owner's tenant or lessee, and that such a breach shall constitute grounds for eviction. Owners must provide the Association a fully-executed copy of any lease covering, regarding, or encompassing Owner's Lot, within seven (7) days of the beginning of the lease term created therein.

c. Within seven (7) days of the beginning of any lease term of an Owner's Lot, said Owner shall provide the Association the contact information, including the name, mailing address, phone number, and e-mail address, of each person over the age of eighteen (18) years who will reside at Owner's Lot under the lease.

d. No Owner may lease their Lot, unless and except the lease is for the entirety of the Owner's Lot and encompasses the entirety of the Owner's Lot. No Owner may lease a fraction, portion, or part of Owner's Lot or any improvement thereon, nor allow any lease of their Lot that would violate this restriction.

e. No Lot in the Subdivision may be subleased, and any Owner leasing their Lot must include in the written agreement creating the lease a provision stating that any subleasing by Owner's lessee shall be considered a substantive breach of said written agreement and that such a breach shall constitute grounds for eviction.

f. In the event an Owner's lessee, or any occupant of Owner's Lot, violates the Association's restrictive covenants, rules, and regulations, and/or cause or allow the Association's restrictive covenants, rules, and regulations to be violated, then Owner shall be responsible for said violation, and any fines, charges, fees, and costs stemming from such violation shall be charged to Owner's account.

g. Subject to the requirements (including but not limited to any and all notices requirements) of Chapter 209 of the Texas Property Code and/or its successor statute, in the event any Owner violates any provision of this Section, or in the event a violation of any provision of this Section occurs, exists, and/or arises on any Owner's Lot, said Owner shall be fined five hundred dollars ($500.00), and shall be fined an additional five hundred dollars ($500.00) every seven (7) days until the violation is cured. Any such fine or fines shall constitute a continuing lien against Owner's Lot in favor of the Association.

h. Any Owner who, at the time of the recording of this Amendment, was their Lot for a term of less than ninety (90) days, and any Owner who, at the time of the recording of this Amendment, was advertising their Lot as available for lease for a term of less than ninety (90) days, may, subject to certain procedures outlined herein, designate their Lot a "Grandfathered Lot," subject to the conditions outlined herein.

    i. Any Owner wishing to designate their Lot a Grandfathered Lot must, within sixty (60) days of the recording of this Amendment, either: (1) submit to the Association a fully executed lease agreement which demonstrates Owner's Lot was leased for a term of less than ninety (90) days at the time of the recording of this Amendment; or, (2) submit to the Association documentation demonstrating that Owner's Lot was advertised and/or listed for lease, for a term of less than ninety (90) days, at the time of the recording of this Amendment.

    ii. In the event the Association receives valid written documentation as outlined herein, then the Association shall designate the Lot at issue a Grandfathered Lot, and shall notify the Owner of such designation.

    iii. Any Grandfathered Lot shall remain a Grandfathered Lot until the expiration of three hundred and sixty-five (365) days from the date said Lot was designated a Grandfathered Lot, and at the expiration of this three hundred and sixty-five (365) day period, such Lot shall no longer be a Grandfathered Lot and shall no longer be exempt from any of the restrictions imposed herein.

    iv. A Grandfathered Lot may be leased for a term of less than ninety (90) consecutive days, but in no event may any Grandfathered Lot be leased for a term of less than seven (7) consecutive days. All other restrictions imposed by this Amendment shall apply to Grandfathered Lots.

CERTIFICATION

"I, the undersigned, being a director of Seven Coves Association, Inc., hereby certify that the foregoing was approved, through the execution of written instruments, by those Owners owning at least two-thirds (2/3) of the Lots in the Subdivision, as evidenced by their signatures attached hereto."

Signature: Timothy H Steinmuller President

Printed Name: Timothy H Steinmuller

STATE OF TEXAS §
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COUNTY OF MONTGOMERY §

BEFORE ME, the undersigned authority, on this day personally appeared Tim Steinmuller, a director of Seven Coves Association, Inc., and known by me to be the person whose name is subscribed to the foregoing document and, being by me first duly sworn, declared that they are the person who signed the foregoing document, in their representative capacity, and that the statements contained therein are true and correct.

Given under my hand and seal of office this the 27 day of July, 2023 al

AMY C. LUNDY
My Notary ID # 10620205
Expires June 20, 2024

Notary Public, State of Texas

Doc #: 2024000621
Pages 5

E-FILED FOR RECORD
01/03/2024 09:19AM

STATE OF TEXAS,
COUNTY OF MONTGOMERY
I hereby certify that this instrument was e-filed in the file number sequence on the date and time stamped herein by me and was duly e-RECORDED in the Official Public Records of Montgomery County, Texas.

01/03/2024