

**FOURTH AMENDMENT
TO
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR FALL
CREEK SINGLE FAMILY RESIDENTIAL AREAS**

**THE STATE OF TEXAS §
 §
COUNTY OF HARRIS §**

WHEREAS, Fall Creek Development Partners, L. P., a Texas limited partnership, as Declarant, caused that certain instrument entitled “Declaration of Covenants, Conditions and Restrictions and Restrictions for Fall Creek Single Family Residential Areas” (the “Declaration”) to be recorded in the Official Public Records of Real Property of Harris County, Texas on October 3, 2001 under Clerk’s File No. V338181, which Declaration imposed various covenants, conditions and restrictions upon certain property in Harris County, Texas, which is known as Fall Creeks, Sections One, Two and Three according to the plats thereof filed under Clerk’s File Nos. V259123, V259125 and V259127, respectively, in the Map Records of Harris County, Texas; and

WHEREAS, the Declaration was amended by the following: Amendment to the Declaration of Covenants, Conditions and Restrictions and Restrictions for Fall Creek Single Family Residential Areas recorded in the Official Public Records of Real Property of Harris County, Texas on January 7, 2003 under Clerk’s File No. W339239; Second Amendment to the Declaration of Covenants, Conditions and Restrictions and Restrictions for Fall Creek Single Family Residential Areas recorded in the Official Public Records of Real Property of Harris County, Texas on February 5, 2004 under Clerk’s File No. X374475; and Third Amendment to the Declaration of Covenants, Conditions and Restrictions and Restrictions for Fall Creek Single Family Residential Areas recorded in the Official Public Records of Real Property of Harris County, Texas on February 23, 2007 under Clerk’s File No. 200701137334; and

WHEREAS, Article X, Section 5 of the Declaration provides that the Declaration may be amended at any time by an instrument signed by Owners of not less than a majority of the Lots subject to the Declaration; and

WHEREAS, reference is hereby made to the Declaration for all purposes, and any and all capitalized terms used herein shall have the meanings set forth in the Declaration, unless otherwise specified in this Fourth Amendment; and

NOW THEREFORE, pursuant to Declaration, the following amendment to the Declaration is approved by the Owners of not less than a majority of the Lots subject to the Declaration.

Article VII, Section 8 entitled “RENTING OR LEASING” is hereby deleted in its entirety and replaced with the following:

Section 8. RENTING OR LEASING

(a) Definitions

- i. "Tenant" shall mean a person who is authorized by a Lease to occupy a Lot and/or Single Family Residence to the exclusion of others.
- ii. "Lease" means any agreement between an Owner and Tenant that establishes or modifies the terms, conditions, rules, or other provisions regarding the use and occupancy of a Lot and/or Single Family Residence for which the Owner receives any consideration or benefit, including, but not limited to, a fee, service, gratuity or emolument.

(b) Renting or Leasing

- i. A Lot and/or Single Family Residence may only be leased for single-family residential purposes ("Single-Family Residential Purposes") only. A Lease for a Single-Family Residential Purpose **does not** include a Lease to Tenants temporarily or where the Tenants do not intend to make the Lot and/or Single Family Residence their home.
 - ii. Single-Family Residential Purpose **does not** include a Lease of a Lot and/or Single Family Residence for use as transient housing, including but not limited to, hotel, motel, tourist home, tourist house, tourist court, lodging house, inn, rooming house, boarding homes, bed and breakfast, party venue, meeting venue, vacation rental, or other short-term rental uses, including through the use of entities such as or similar to "Airbnb", "HomeAway", or "VRBO," which uses are expressly prohibited. The Board shall have sole discretion to determine whether a particular use of all or a portion of a Lot and/or Single Family Residence constitutes a violation of this subsection.
 - iii. Single-Family Residential Purpose **does** include a Lease of a Lot and/or Single Family Residence for use as permanent housing.
- (c) Term of Lease. A Lease shall not permit rental of the Lot and/or Single Family Residence for any period less than ninety (90) consecutive and guaranteed days.
- (d) Single Family Residence. Any Lot and/or Single Family Residence that is leased shall be leased only in its entirety; separate beds, rooms, floors, or other areas and structures, including but not limited to a garage, outbuilding, accessory building, or other similar structure, within a Lot and/or Single Family Residence may not be separately leased.
- (e) Copy of the Lease. All Leases shall be written; no oral Leases shall be permitted. Owners are required to provide the Association with the name of the Tenant and mailing address where such Owner may be contacted at all times.

(f) Tenants Bound. All provisions of the Dedicatory Instruments (as same is defined in the Texas Property Code) applicable to the Property and Owners, shall also apply to all Tenants, which shall include the single family occupying the Lot and/or Single Family Residence, their guests and invitees. Every Owner shall cause all Tenants to comply with the Dedicatory Instruments, and every Owner shall be responsible for all violations, losses, or damages caused by a Tenant, notwithstanding the fact that such Tenant is jointly and severally liable and may be sanctioned for any violation. In addition to all other remedies available to the Association in the event of a violation by a Tenant, the Association may require that the Tenant be removed from and not be allowed to return to the subdivision and/or that any lease, agreement or permission given allowing the Tenant to be present be terminated.

(g) Exceptions

- i. Lots and/or Single Family Residences owned by an Owner and occupied by an immediate family member of that Owner shall be excluded from application of this Policy. Immediate family members are parents, siblings, or children of an Owner.
 - ii. The Board shall have the sole and absolute discretion to grant a variance of this Policy during the following: (i) events that may be held in the subdivision related to the use of the Golf Course; and (ii) any playoff, championship or world series games of any national sports leagues which are being held in Harris and adjacent counties for Major League Baseball, National Football League, and National Basketball League.
- (h) Rules and Regulations. The Board of Directors has the authority to adopt reasonable rules and regulations related to leasing.

The Declaration, as hereby amended, is in all respects ratified and confirmed and shall remain in full force and effect. If any provision of this Fourth Amendment is found to be in conflict with the Declaration, this Fourth Amendment shall control.

CERTIFICATION

I hereby certify that, as President of the Fall Creek Homeowners Association, Inc. and pursuant to the authority in Article X, Section 5 of the Declaration, this Fourth Amendment was approved by the Owners of not less than a majority of the Lots subject to the Declaration.

IN WITNESS WHEREOF, this Fourth Amendment to the Declaration is executed as of the ____ day of _____, 2020.

Fall Creek Homeowners Association, Inc., a Texas non-profit corporation

By: _____
_____, PRESIDENT

STATE OF TEXAS §
 §
COUNTY OF HARRIS §

BEFORE ME, on this day personally appeared _____, the President of the Fall Creek Homeowners Association, Inc., known by me to be the person whose name is subscribed to this instrument, and acknowledged to me that s/he executed the same for the purposes herein expressed, in the capacity herein stated, and as the act and deed of said corporation.

Given under my hand and seal this the ____ day of _____, 20____.

Notary Public - State of Texas

After Recording, Return To:
Sipra S. Boyd
Roberts Markel Weinberg Butler Hailey PC
2800 Post Oak Blvd., 57th Floor
Houston, TX 77056
File No. 2576-00001