

s/c



**FIRST AMENDMENT
TO
DECLARATIONS OF COVENANTS, CONDITIONS AND RESTRICTIONS
FOR
KINGS POINT PROPERTY OWNERS ASSOCIATION, INC.**

THE STATE OF TEXAS §
 §
COUNTY OF COMAL §

WHEREAS, Kings Point, a subdivision located in Comal County, Texas ("Kings Point") is subject to and governed by the following dedicatory instruments:

1. That certain Declaration entitled Declaration of Covenants, Conditions and Restrictions Kings Point Subdivision, recorded on January 26, 1983 under Volume 339, Page 497, et seq. in the Official Public Records of Comal County, Texas, as same has been or may be amended from time to time, including any supplements or additions thereto ("Declaration");
2. That certain Declaration entitled First Amended Declaration of Covenants, Conditions and Restrictions for Kings Point Subdivision, recorded on July 24, 1985 under Volume 0459, Page 331, et. seq., in the Official Public Records of Comal County, Texas ("First Amended Declaration"); and
3. That certain Declaration entitled Declaration of Covenants, Conditions and Restrictions Kings Point, Unit Three, recorded on May 3, 2007 under Clerk's File No. 200706018832 in the Official Public Records of Comal County, Texas ("Unit Three Declaration").

WHEREAS, the Declaration, First Amended Declaration and Unit Three Declaration (such Declarations hereinafter collectively referred to as the "**Declarations**"), including any and all amendments and/or supplements thereto establish the Kings Point Property Owners Association, Inc. (the "**Association**") as a property owners' association and make the owners of the real property in Kings Point mandatory members of such property owners' association.

WHEREAS, the Owners of the Association desire to amend the Declarations as set forth herein.

WHEREAS, Section 209.0041(h) of the Texas Property Code provides that "a declaration may be amended only 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, in addition to any governmental approval required by law..";

WHEREAS, Article III, Section 2 and Article III, Section B of the Declarations provide that all members in the Association shall for each Lot owned be entitled to one vote on each matter coming before the members at any meeting or otherwise;

WHEREAS, in accordance with the foregoing requirements, Owners of the Association representing at least sixty-seven percent (67%) of the total votes allocated to property owners entitled to vote have approved this First Amendment to Declarations at a duly noticed meeting of the membership at which a quorum was present.

NOW, THEREFORE, the Declarations are hereby amended as follows:

Article VII of the Declaration, Article V of the First Amended Declaration and Article VII, Section A(1) of the Unit Three Declaration, all entitled "Rentals", are hereby added to the Declarations as follows:

Rentals. It is permitted for Owners to lease (as defined below) a Lot or dwelling in the Subdivision, so long as:

- (1) Occupants are leasing the entire Lot (including all land and improvements comprising the Lot and dwelling) for residential purposes with no more than one (1) lease allowed per Lot;
- (2) The term of the lease is no less than six (6) months;
- (3) The Lot is leased to occupants who comprise a single family;
- (4) The Owner and the occupants intend for the occupants to remain on the Lot for the entire term of the lease;
- (5) The Lot or dwelling or any portion thereof is not subleased or part of a member entity agreement;
- (6) The Lot is not made subject to any type of timesharing agreement, fraction-sharing or similar program where the right to the exclusive use of the Lot rotates among members of the program on a fixed or floating time schedule over a period of years;
- (7) The lease is in writing; and
- (8) The lease complies with any dedicatory instrument recorded by the Association, including any leasing policy, rule, or regulation promulgated by the Board of Directors of the Association.

The term "lease/**leasing**" as used herein means the occupancy of a Lot or dwelling by any person other than the Owner, for which the Owner receives any consideration or benefit, including, but not limited to, a fee, service, gratuity, or emolument. Uses such as short-term leases and house exchanges (less than six (6) months), subleases, temporary or transient housing, hotel, motel, vacation rental, AirBnB, VRBO, and bed and breakfast will each be considered a "**business use**"

and are expressly prohibited. Leasing pursuant to this Section will not be considered a “**business use**”. The provisions regarding leasing contained herein will not preclude: (A) the Association or an institutional lender from leasing a Lot or dwelling upon taking title following foreclosure of its security interest in the Lot or upon acceptance of a deed in lieu of foreclosure, (B) the seller or transferor of a Lot from leasing back the Lot on such Lot for a period of time up to one hundred eighty (180) days after the closing of the sale or transfer of such Lot, or (C) the leasing of a Lot or dwelling on a month-to-month basis after the expiration of a lease in compliance with this Section to the occupant who executed the original lease. Leases will not relieve the Owner from compliance with this Declaration or the dedicatory instruments of the Association.

(a) Rules and Regulations. The Board of Directors of the Association may promulgate policies or rules and regulations further governing the leasing of Lots (including all land and improvements comprising the Lot and/or dwelling). All leases must be in writing and will contain such terms as the Board of Directors of the Association may prescribe from time to time. The Board of Directors of the Association and the Association will not be responsible for any loss, damage, or injury to any person or property arising out of authorized or unauthorized leasing.

(b) Governing Law. It is not the intent of this provision to exclude from a Lot any individual who is authorized to so remain by State or federal law. If it is found that this provision is in violation of any applicable law, then this provision will be interpreted to be as restrictive as possible to preserve as much of the original provision as allowed by applicable law.

(c) Violations. In addition to any other remedies available at law or otherwise, any violation of this Section by an Owner or occupant will subject the Owner to fines, as determined and established by the Board of Directors of the Association, and in accordance with any State or federal law. Such fines will be the personal obligation of the Owner and a lien against the respective Lot to be enforced in the same manner as assessments.

(d) Leases Subject to Governing Documents. All leases must expressly state that the tenant’s leasehold and right of occupancy of the Lot is subject to the provisions of the Declaration, rules and regulations, Bylaws and Association-adopted policies (“Governing Documents”) and that the mere execution of the lease for a lot (for any period of time) by the tenant subjects the tenant to all pertinent restrictions contained in the Governing Documents to the same extent as if the tenant were an Owner; provided that notwithstanding the foregoing or any provision of the lease between the Owner of a leased Lot and a tenant, such Owner shall not be relieved of any obligation under the Governing Documents and shall remain primarily liable thereunder. The Owner of a leased Lot is responsible for providing his or her tenant with copies of the Governing Documents and notifying the tenant of any changes thereto during the lease term. Each tenant is subject to and must comply with the Governing Documents, federal and state laws and local ordinances. The Association may send notices of violations of the Governing Documents by a tenant to both the tenant and the Owner of the Lot leased or

occupied by such tenant. Whether or not it is so stated in the lease, a tenant's violation of the Governing Documents shall constitute a material default of the lease for which the Owner of the leased Lot shall have all available remedies at law or equity.

(e) Default. Failure by an Owner's tenant to comply with any of the Governing Documents shall constitute a violation of the Declaration, and shall give rise to a cause of action in law or in equity to enforce the Governing Documents, and to recover sums due for damages or injunctive relief or both, maintainable by the Association or by any Owner. Each Owner shall be responsible for, and may be held liable for, any and all violations to the Governing Documents by the occupants, tenants, guests, lessees, or invitees to their Lot, and for any damage to the common area that such persons may cause. The decision for the Association to pursue enforcement action in any particular case shall be left to the Board's sole discretion, except that the Board shall not be arbitrary or capricious in taking enforcement action. In any action to enforce the Governing Documents, if the Association prevails, it shall be entitled to recover all costs, including, without limitation, attorneys' fees and court costs reasonably incurred in such action. The Association's failure to enforce any such provision of the Governing Documents at any time shall not constitute a waiver of the right thereafter to enforce any such provision or any other such provision.

(f) Liability for Damages Caused by Tenant. The Owner of a leased Lot shall be liable for any and all damages caused to the common areas by a tenant and/or occupant of the Owner's Lot, as well as the tenant or occupant's family, guests, employees, contractors, agents, or invitees.

(g) Association as Attorney-In-Fact. Notwithstanding the absence of an express provision in the lease agreement for enforcement of the Governing Documents, each Owner appoints the Association as his or her attorney-in-fact, with full authority to act in his or her place in all respects, solely for the purpose of enforcing the Governing Documents.

Unless otherwise provided herein, capitalized terms used herein have the same meanings as that ascribed to them in the Declarations.

Except as amended herein, all provisions in the Declarations remain in full force and effect.

CERTIFICATE OF THE ASSOCIATION'S PRESIDENT

I am the duly elected, qualified, and acting President of Kings Point Property Owners Association, Inc., and I hereby certify that the foregoing First Amendment to Declarations was approved by Owners of the Association representing at least sixty-seven percent (67%) of the total votes allocated to property owners entitled to vote pursuant to Section 209.0041(h) of the Texas Property Code, to be effective upon recording in the Official Public Records of Real Property of Comal County, Texas.

TO CERTIFY which witness my hand this the 10 day of October, 2020.

**KINGS POINT PROPERTY OWNERS
ASSOCIATION, INC.**

By: Jeanne Hoffman

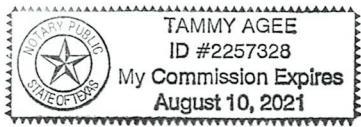
Printed: JEANNE HOFFMAN

Its: President

THE STATE OF TEXAS §
§
COUNTY OF COMAL §

BEFORE ME, the undersigned notary public, on this 10 day of October, 2020 personally appeared Jeanne Hoffman, President of Kings Point Property Owners Association, Inc., known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he/she executed the same for the purpose and in the capacity therein expressed.

Tammy Agee
Notary Public in and for the State of Texas



Filed and Recorded
Official Public Records
Bobbie Koepf, County Clerk
Comal County, Texas
10/12/2020 11:23:02 AM
CHRISTY 5 Page(s)
202006044922

 Bobbie Koepf