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FIRST AMENDMENT
TO

SHEPHERD PARK PLAZA SECTION THREE (3) RESTRICTIONS

This First Amendment to Shepherd Park Plaza Section Three (3) Restrictions (“**Amendment**”), is made as of the date hereinafter set forth and approved by a majority of the lot owners in Shepherd Park Plaza Section Three (3) as evidenced by their signatures attached hereto.

WITNESSETH:

WHEREAS, the Larkstone Building Company caused the “Shepherd Park Plaza Section Three (3) Subdivision Restrictions” to be recorded under Clerk’s File No. C374482 of the Official Records of Real Property of Harris County, Texas (referred to herein as the “**Declaration**”) which imposed various covenants, conditions and restrictions upon certain real property in Harris County known as Shepherd Park Plaza Section Three (3), according to the map or plat thereof recorded in Volume 144, Page 38, as amended; and

WHEREAS, the Declaration states that it may be amended by a majority of the lot owners; and

WHEREAS, the majority of the lot owners desire to amend the Declaration; and

NOW, THEREFORE, pursuant to the authority in the Declaration, a majority of the lot owners hereby amend the Declaration as follows:

NOW, THEREFORE, the Declaration is amended to add Paragraph 13, entitled “**Leasing**”, to read as follows:

(13) LEASING

(a) Definitions

- i. “Tenant” shall mean a person who is authorized by a Lease to occupy a lot and/or dwelling 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 dwelling for which the owner receives any consideration or benefit, including, but not limited to, a fee, service, gratuity or emolument.

(b) Leasing

- i. A lot and/or dwelling may only be leased for single-family residential purposes (“Single-Family Residential Purposes”)

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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 dwelling their permanent home.

- ii. Single-Family Residential Purpose **does not** include a Lease of a lot and/or dwelling 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 the advertising of such use through the use of entities such as or similar to “Airbnb”, “HomeAway”, or “VRBO,” which uses are expressly prohibited.
- (c) Term of Lease. A Lease of a lot and/or dwelling for any period less than thirty (30) consecutive and guaranteed days is prohibited.
- (d) Single Family Residence. Any lot and/or dwelling 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, swimming pool, backyard, or other similar structure or area, within a lot and/or dwelling may not be separately leased. Subleasing is prohibited.
- (e) 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 dwelling, 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.
- (f) Exception. Lots and/or dwellings occupied by an immediate family member of the owner shall be excluded from application of this section. Immediate family members are parents, siblings, or children of an owner.

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

This First Amendment is executed in multiple counterparts on the dates set forth therein by the lot owners in Shepherd Park Plaza Section Three (3).

IN WITNESS WHEREOF, the undersigned has executed this First Amendment to Shepherd Park Plaza Section Three (3) Restrictions on this the ____ day of _____, 2024, to become effective upon recording in the Official Public Records of Real Property of Harris County, Texas.

SHEPHERD PARK PLAZA CIVIC CLUB, INC.
a Texas nonprofit corporation

By: _____
Name: _____
Its: _____

The State of TEXAS §
 §
County of HARRIS §

Before me, the undersigned authority, on this day personally appeared _____, the _____ of Shepherd Park Plaza Civic Club, known to me to be the person whose name is subscribed to this instrument and acknowledged to me that he/she executed the same for the purposes and consideration herein expressed and in capacity herein stated, and as the act and deed of said entity.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this _____ day of _____, 2024.

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Notary Public in and for the State of Texas

After recording, please return to:
Sipra S. Boyd
RMWBH
2800 Post Oak Blvd., Suite 5777
Houston, Texas 77056
RMWBH No. 21452-00001