

**AMENDMENT
TO
RESERVATIONS, RESTRICTIONS, COVENANTS AND EASEMENTS
PERTAINING TO TWIN FORKS ESTATES SUBDIVISION
SITUATED IN REAL COUNTY, TEXAS**

After Recording, Return To:

Sipra S. Boyd
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Houston, TX 77056

Copyright © 2017 by Roberts Markel Weinberg Butler Hailey PC, all rights reserved. This Amendment to Reservations, Restrictions, Covenants and Easements Pertaining to Twin Forks Estates Subdivision Situated in Real County, Texas may be used only in connection with the Twin Forks Estates subdivisions and the operation of the Frio River Communities Improvement Association, Inc.

**AMENDMENT
TO
RESERVATIONS, RESTRICTIONS, COVENANTS AND EASEMENTS
PERTAINING TO TWIN FORKS ESTATES SUBDIVISION
SITUATED IN REAL COUNTY, TEXAS**

STATE OF TEXAS §
 §
COUNTY OF REAL §

This AMENDMENT TO RESERVATIONS, RESTRICTIONS, COVENANTS AND EASEMENTS PERTAINING TO TWIN FORKS ESTATES SUBDIVISION SITUATED IN REAL COUNTY, TEXAS (“Amendment”), approved by a vote of sixty-seven percent (67%) of the total votes allocated to Owners in the subdivision, as evidenced by the Ballots attached hereto and incorporated herein for all purposes as Exhibit “A” and shall be effective as of the date of recording in the Real Property Records of Real County, Texas.

WITNESSETH:

WHEREAS, the Reservations, Restrictions, Covenants and Easements Pertaining to Twin Forks Estates Subdivision Situated in Real County, Texas is recorded in Volume 33, Pages 35-38 on March 3, 1972 in the Official Public Records of Real Property of Real County, Texas, as same has or may be amended from time to time (the “Original Restrictions”); and

WHEREAS, the Supplemental Declaration of Covenants, Conditions, and Restrictions Pertaining to Twin Forks Estates Subdivision Units One and Two, Real County, Texas, is recorded in Volume 41, Page 386 on May 17, 1976 in the Official Public Records of Real Property of Real County, Texas; and

WHEREAS, a Covenant is recorded in Volume 70 page 9 on October 4, 1985 in the Official Public Records of Real Property of Real County, Texas; and

WHEREAS, an Amendment to Restrictions is recorded in Volume 70 page 703 on December 4, 1985 in the Official Public Records of Real Property of Real County, Texas; and

WHEREAS, the Supplemental Declaration of Covenants, Conditions, and Restrictions Pertaining to Twin Forks Estates Subdivision Units One, Two and Three Real County, Texas, is recorded in Volume 81, Page 189 on February 12, 1988 in the Official Public Records of Real Property of Real County, Texas; and

WHEREAS, a Covenant is recorded in Volume 85 page 222 on March 29, 1989 in the Official Public Records of Real Property of Real County, Texas; and

WHEREAS, a Covenant is recorded in Volume 85 page 246 on March 29, 1989 in the Official Public Records of Real Property of Real County, Texas; and

WHEREAS, the foregoing Original Restrictions and additional covenants shall be collectively referred to herein as the "Restrictions"; and

WHEREAS, Section 209.0041 of the TEXAS PROPERTY CODE provides that unless the restrictive covenants applicable to a subdivision provides for a lower percentage, restrictive covenants 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; and

WHEREAS, all capitalized terms shall be defined according to the Restrictions, unless otherwise stated herein; and

WHEREAS, owners having the requisite number of votes desire to amend the Restrictions; and

WHEREAS, the requisite number of owners entitled to vote on the amendment have approved this AMENDMENT TO RESERVATIONS, RESTRICTIONS, COVENANTS AND EASEMENTS PERTAINING TO TWIN FORKS ESTATES SUBDIVISION SITUATED IN REAL COUNTY, TEXAS, and voted to amend the Restrictions as herein provided;

NOW THEREFORE, the owners hereby amend the Restrictions to include the following provisions:

ARTICLE I LEASING

1. Definitions

- a. "Tenant" shall mean a person who is authorized by a Lease to occupy a Lot and/or dwelling to the exclusion of others and who is obligated under the Lease to pay rent.
- b. "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.

2. Residential Purposes

- a. A lot and/or dwelling may be leased for single family residential purposes only. A Lease for a 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 home.
- b. A Lease for a residential purpose **does not** include a Lease to Tenants for less than or a portion of the lot and/or dwelling. No subleasing shall be allowed.

- c. 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, bed and breakfast, and/or vacation rental.
- d. Residential purpose shall mean to occupy a place over a substantial period such that it is permanent rather than temporary evidenced by one's physical presence simultaneous with a then-existing intent to remain.
- e. Residential purpose **does** include a Lease of a lot and/or dwelling for use as permanent housing.

3. **Term of Lease**

All Leases shall be guaranteed for a period of not less than nine (9) months.

4. **Copy of the Lease**

All Leases shall be written; no oral Leases shall be permitted. Owners are required to provide a copy of any Lease to the Association using the following contact information. The Lease must include any and all documentation related to the Lease, as well as contact information for all Tenants under the Lease and the Owner. Any sensitive personal information (as defined by Texas Property Code Section 209.016) may be redacted from the Lease.

Frio Communities Improvement Association

P. O. Box 248

Leakey, Texas 78873 twinforksleakey@gmail.com

830 232 6876

5. **Tenants Bound**

All provisions of the Dedicatory Instruments (as same is defined in the Texas Property Code) applicable to the Twin Forks Estates subdivision 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. 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 Twin Forks Estates subdivision and/or that any lease, agreement or permission given allowing the Tenant to be present be terminated.

ARTICLE II LIMITATION OF LIABILITY

Each Owner will be legally liable to the Frio Communities Improvement Association, Inc. for all damages to the Community Facilities, or any structures thereon, caused by such Owner, his family, tenants, guests, invitee, agents, employees, licensees or any resident or occupant of such Owner's lot. Each Owner will indemnify the Association, its officers, directors and agents for any such costs or damages incurred as result of such Owner's actions.

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

IN WITNESS WHEREOF, the President of the Board of Directors of the Frio Communities Improvement Association, Inc. executes this Amendment for the purpose of certifying that this Amendment was approved by a vote of sixty-seven percent (67%) of the total votes allocated to Owners in the subdivision.

EXECUTED ON this _____day of _____, 2017, to be effective upon recording in the Official Public Records of Real Property of Real County, Texas.

**FRIO COMMUNITIES IMPROVEMENT
ASSOCIATION, INC.**

By: _____
Printed: _____
Title: President

THE STATE OF TEXAS §
 §
COUNTY OF REAL §

BEFORE ME, the undersigned notary public, on this ___ day of _____, 2017 personally appeared _____, President of Frio Communities Improvement 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.

Notary Public in and for the State of Texas