

AFTER RECORDING, RETURN TO:
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**FIRST AMENDMENT TO DECLARATION OF RESTRICTIONS, COVENANTS
AND CONDITIONS OF PAGE CREEK TRAIL SUBDIVISION, UNIT 1**

(Applies to property platted as Page Creek Trail Subdivision, Unit 1 and
such other Properties as are subsequently platted and made subject thereto)

STATE OF TEXAS

§

COUNTY OF HARRISON

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KNOW ALL MEN BY THESE PRESENTS:

§

This First Amendment to the Declaration of Restrictions, Covenants and Conditions is made and entered into as of this ___ day of October 2023 (the "Amendment") by sixty-seven percent (67%) of all Lot owners constituting Page Creek Trail Subdivision as shown by Plat recorded at Cabinet B, Slide 160-A, Official Public Records, Harrison County, Texas ("Page Creek Trail") pursuant to Article X, Section 3 of the Declaration of Restrictions, Covenants, and Conditions of Page Creek Trail Subdivision, Unit dated August 10, 2017 and recorded under Harrison County Clerk's File #: 2017-000007767 in the Official Public Records of Harrison County, Texas (the "Restrictions").

RECITALS:

WHEREAS a special meeting of the Page Creek Trail Homeowners' Association, an unincorporated non-profit association the ("Association") was called and held on September 16, 2023 to vote on certain amendments to the Restrictions, pursuant to Section 3.4 and 3.5 of the Restrictions of the Association.

WHEREAS the following amendments to the Restrictions were adopted by a majority in interest of the Members as follows:

FOR: 46

AGAINST: 7

ABSTAIN: 2

WHEREAS pursuant to Article X, Section, amendments to the Restrictions require an instrument in writing signed by the owners of at least sixty-seven percent (67%) of each class of owners in Page Creek Trail of the votes cast at the Special Meeting of the Members.

NOW, THEREFORE, the undersigned Lot Owners, being at least sixty-seven percent (67%) of the owners in Page Creek Trail hereby amend the Restrictions as hereinafter set forth:

1. A new subparagraph ARTICLE VIII.b. shall be inserted immediately preceding the existing ARTICLE VIII.b. as follows:
 - a. Single Family Residential. Lots may be used for single-family residential purposes only, and no business, professional, or other commercial activity of any type shall be operated from or out of any residence or accessory structure situated upon any Lot. "Single-family residential purposes" shall generally be limited to the Lot Owner, the spouse or life partner of a Lot Owner, and parents, children, and grandchildren of a Lot Owner. The Association shall have the power to

require that all occupants be members of a single housekeeping unit and limit the total number of occupants permitted in each residence on the basis of the size of the unit and number of bedrooms. Except with approval by the Board, occupancy of a dwelling unit by more than two persons per bedroom is prohibited. Without in any manner limiting the foregoing, no church, duplex or multifamily structure, or commercial building shall be placed or permitted on any Lots or portion of any Lot, nor shall any Lot be utilized for access to any other land adjacent to or adjoining the Property except as indicated on the Plat without the written consent and approval of the Board, which consent will be within the sole and absolute discretion of the Board. Notwithstanding the foregoing, nothing herein shall prevent a home office so long as there is no excessive traffic, excessive vehicles or transporting of materials and the use does not constitute a nuisance or annoyance as may be determined by the Board in its sole and absolute discretion.

2. A new subparagraph Article VIII.pp. shall be inserted immediately following existing Article VIII.oo as follows:

pp. Leasing. "Leasing" is defined as regular, exclusive occupancy of a dwelling unit by any person other than the Owner and the members of the Owner's household, for which the Owner receives any consideration or benefit, including, but not limited to, a fee, service, gratuity, or emolument. The Property is designed to be an owner occupied, single-family residential community, and leasing is discouraged. Every occupancy wherein the Owner of the lot is not a "resident" must be subject to a written lease agreement. "Resident" is defined as staying overnight in the dwelling unit more than fifty percent (50%) of the days that the dwelling unit is occupied in any six (6) month period. For any lease of a dwelling unit, the following rules shall apply:

- (i) Except as provided below, every lease agreement shall be in writing and shall be for a minimum term of one (1) year. Provided, however, temporary residential leases of the sort customarily utilized to facilitate the sale of a dwelling unit may be permitted for terms of less than one (1) year with the approval of the Board of the HOA. Only one household/housekeeping unit shall be permitted per dwelling unit.
- (ii) Transient leases or rentals, such as may be available through Internet services such as airbnb.com are prohibited.
- (iii) Fractional leases or rentals of less than the entire dwelling unit are prohibited. Dwelling units may only be leased in their entirety. No structure on a Lot other than the primary residential dwelling unit shall be leased or otherwise occupied for residential purposes without written approval of the Board, which may be withheld by the Board in its sole discretion. Provided, however, a detached in-law suite or nanny-suite that was approved for construction by the Board may be occupied as a residence, but not for independent leasing.
- (iv) Subleasing or assignment of leases is prohibited without approval from the Board.

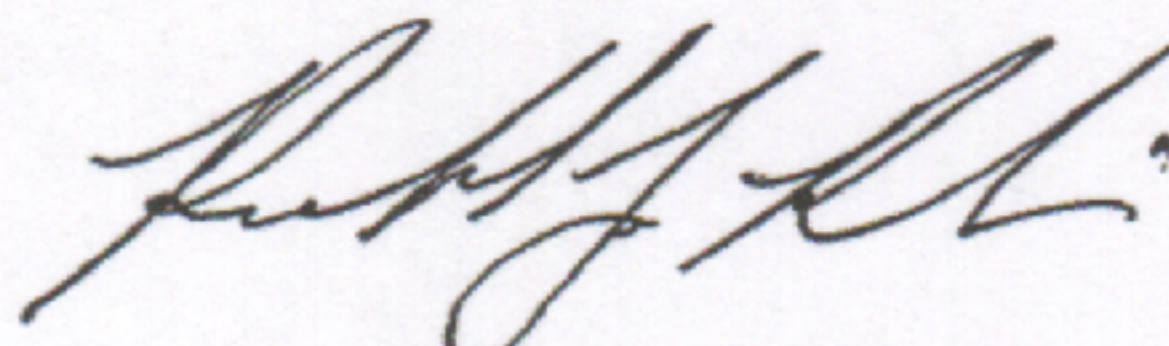
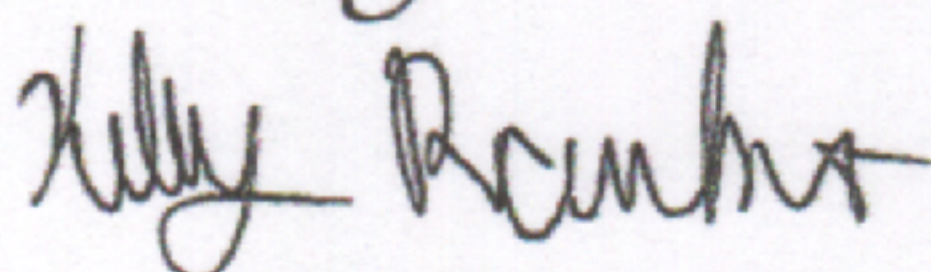
- (v) A copy of all lease agreements shall be submitted to the Board prior to commencement of any lease or occupancy of the dwelling unit by any household that does not include the Owner. Sensitive personal information including social security number, driver's license number, government issued identification number, or account, credit card, or debit card numbers may be redacted or otherwise made unreadable on the copy of the lease agreement provided to the Board.
- (vi) Every lease agreement shall include the following:
- (A) Tenant name, address, telephone number, and email address.
 - (B) The full name of every individual who will reside within the dwelling unit for any period more than seven (7) days.
 - (C) A copy of the current Declaration of Covenants, Conditions, and Restrictions for the Property (the "Declaration").
 - (D) A copy of the current Rules and Regulations for the Property as may be adopted or amended from time to time by the Board (the "Rules").
 - (E) Acknowledgement of the Declaration and the Rules and agreement that fines may be levied by the Board against both the Owner and the tenant for violations. Further, in the event of violations that are not cured within thirty (30) days after notice from the board, or repeated violations that are not subject to cure within a twenty-four month period, the Board may require termination of the lease by the Owner, which termination right shall be included as a provision in the lease agreement.
 - (F) Occupancy of a dwelling unit by more than two persons per bedroom is prohibited. For purposes of this provision, "occupancy" shall be defined as staying overnight in the dwelling unit more than fourteen (14) days in any six-month period.

This amendment is authorized pursuant to Article X, Section 3, as at least two-thirds of the Lot Owners have indicated their affirmative vote of this Amendment by their signature below. Except as amended herein, the Lot Owners ratify the Restrictions in all other respects.

This Amendment may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and a single instrument.

Executed this the ___ day of October 2023.

[INDIVIDUAL SIGNATURES AND NOTARY BLOCKS TO FOLLOW ON REMAINING PAGES]

 11-1-2023
 11-1-2023