



**AMENDMENT TO RESTRICTIONS - LEASING
FOR LAKE VENICE PROPERTY OWNERS ASSOCIATION, INC. DBA VENETIAN
ESTATES PROPERTY OWNERS ASSOCIATION, SECTIONS I, II, III, AND IV**

STATE OF TEXAS §
 §
COUNTY OF FORT BEND §

WHEREAS Lake Venice Property Owners Association, Inc. dba Venetian Estates Property Owners Association (hereinafter the "Association") is the governing entity for Venetian Estates, Sections I, II, III, and IV, additions in Fort Bend County, Texas, according to the map or plat thereof, recorded in the Map Records of Fort Bend County, Texas, under Instrument Nos. 1175836, 1173844 and 1175846, 1175847, 1175849, respectively, and as more particularly described in the Venetian Estates Restrictions, recorded in the Real Property Records of Fort Bend County, Texas, under Instrument No. 1959060022, along with any amendments, supplements, replats, and annexations (collectively referred to hereinafter as the "Subdivision"); and,

WHEREAS each section of the Subdivision is subject to restrictive covenants recorded in the Real Property Records of Fort Bend County, Texas, under Instrument Nos. 195906002, 1959074062, 1967271029, and 1968330015, along with any amendments, annexations, and supplements thereto (collectively referred to hereinafter as the "Restrictions"); and,

WHEREAS the Amendment to Restrictions for Venetian Estates Sections I, II, III, and IV, recorded in the Real Property Records of Fort Bend County, Texas, under Instrument No. 2011034442, provides that the Restrictions may be amended by a written instrument approved by the majority of the owners entitled to vote within each respective section of Venetian Estates, Sections I, II, III, and IV; and,

WHEREAS the Association's Owners have determined that short-term leases and unlicensed leasing is inconsistent with the residential use of the Subdivision and diminishes the residential character of the Subdivision; and,

WHEREAS the Association's Owners have determined that short-term leases and unlicensed leasing negatively affect common areas, negatively affect the use and enjoyment by Owners of their Lots, and create a nuisance, annoyance, and/or undue burden on the Association and the Association's Owners; and,

WHEREAS the Association's Owners, therefore, wish to prohibit short-term leases and unlicensed leasing in the Subdivision, to serve the Association's purposes and to protect property values in the Subdivision by preserving the Subdivision's character as a residential community of single-family residences used as permanent residences; and,

WHEREAS the Association's Owners further wish to impose additional leasing requirements to protect property values, forward the Association's purposes, and protect the residential character of the Subdivision; and,

WHEREAS this Dedicatory Instrument consists of Restrictive Covenants as defined by Texas Property Code §202.001, et seq., and the Association shall have and may exercise discretionary authority with respect to these Restrictive Covenants;

NOW THEREFORE, pursuant to the foregoing and as evidenced by the Certification attached hereto, the restrictive covenants for Venetian Estates, Sections I, II, III, and IV, are hereby amended to include an additional Article XXI, entitled "Leasing Restrictions," as follows:

Article XXI Leasing Restrictions.

1. Definitions:

- a. For the purposes of this Section XXI, the term "Short-Term Lease," (whether singular or plural), means and refers to leasing a Lot within the Subdivision for a lease term of less than six (6) months.

2. Prohibition on Short-Term Leases: Short-Term Leases are prohibited in the Subdivision and shall not be permitted under any circumstances.

3. Leases Must Encompass Entire Lot: No Lot shall be leased unless the Lease is for the entire Lot. Leasing individual rooms or areas in the same Lot to different Tenants is prohibited as not being a single family use.

- a. Pursuant to the Fair Housing Act, 42 U.S.C. §§ 3601 et seq., upon request you are entitled to a reasonable accommodation for this prohibition if one is available.

4. Certain Advertising Prohibited: No Lot shall be advertised on Airbnb.com, VRBO, or a similar site or advertisement source for a Short-Term Lease.

5. **License Requirement: In conjunction with the Code of Ordinances of the City of Sugar Land, Texas, Chapter 4, Article VIII, Section 4-121(a) and any subsequent amendment or successor statute, it is prohibited for any Owner to rent an unlicensed dwelling unit in a single-family dwelling in the Subdivision.**

6. Leasing of Individual Amenities is Prohibited: No Owner shall lease the individual amenities on their Lot separate from the entire Lot, including swimming pools and other amenities. Leasing swimming pools or other amenities on a Lot without leasing the entire Lot is prohibited.

7. Commercial and Business Use of Amenities is Prohibited: No Owner may allow access to, or use of, their swimming pool or other amenities, for commercial or business purposes, at any time.

8. Advertising of Amenity Rentals is Prohibited: No Lot's swimming pool or other amenities (both outdoor and indoor) shall be advertised on

Swimply.com or any similar site or advertisement source for pool or amenity rentals.

9. Social Guests are Permitted: Nothing in this policy shall be construed as prohibiting Owners from inviting social guests to use their swimming pools or other amenities, provided that such uses are not commercial or business-related in nature, no money or fee is paid for the use, and such activity does not otherwise constitute a nuisance.
10. Grandfather Provision: Any arrangement between any Owner of a Lot and a third-party that would otherwise qualify as a Short-Term Lease, as defined herein, or a Lease for less than the entire Lot that is already in existence at the time of this instrument's recordation in the Real Property Records of Fort Bend County is permitted to continue for one-hundred twenty (120) days from that date of recordation. Any such arrangement that continues thereafter shall be considered a violation of this instrument.
11. Violation of this Amendment: Violation of this Amendment to Restrictions for Lake Venice Property Owners Association, Inc. dba Venetian Estates Property Owners Association, Sections I, II, III, and IV, constitutes a violation of the restrictive covenants. The Association shall have the right to undertake any action authorized by the Restrictions and/or applicable law, including, but not limited to initiating legal action, the cost of which, including actual attorney's fees and other reasonable costs incurred in enforcement, shall be added to the Owner's assessment account as a "Reimbursement Assessment" per Article XX of the Amendment to Restrictions for Venetian Estates, Sections I, II, III and IV.

CERTIFICATION

"I, the undersigned, a Director of Lake Venice Property Owners Association, Inc. dba Venetian Estates Property Owners, hereby certify that the foregoing Amendment to Restrictions for Lake Venice Property Owners Association, Inc. dba Venetian Estates Property Owners Association, Sections I, II, III, and IV has been approved by at least a majority of the owners entitled to vote in each respective section of Venetian Estates, Sections I, II, III, and IV."

By: [Signature], President

Print Name: STEVE TRALIE

ACKNOWLEDGEMENT

STATE OF TEXAS §
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BEFORE ME, the undersigned authority, on this day, personally appeared STEVE TRALIE, a Director of Lake Venice Property Owners Association, Inc. dba Venetian Estates Property Owners, the person whose name is subscribed to the foregoing instrument and acknowledged to me that they executed the same as the act of the Association for the purpose and consideration therein expressed and in the capacity therein stated.

Given under my hand and seal of office this 8th day of February, 2024.

[Signature]
Notary Public, State of Texas

