

AFTER RECORDING RETURN TO

**Shawna Dalrymple
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**SECOND AMENDMENT TO THE COVENANTS AND DEED RESTRICTIONS FOR
CHAMBERS POINT SUBDIVISION, PHASE II**

Cross reference to that certain Covenants and Deed Restrictions for Chambers Point Subdivision, Phase II, as filed in Volume 1192, Page 229 of the Official Plat Records of Navarro County, Texas, together with all amendment and documents thereto

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Cross reference to that certain Covenants and Deed Restrictions for Chambers Point Subdivision, Phase II, as filed in Volume 1192, Page 229 of the Official Plat Records of Navarro County, Texas, together with all amendment and documents thereto.

**SECOND AMENDMENT TO THE COVENANTS AND DEED RESTRICTIONS FOR
CHAMBERS POINT SUBDIVISION, PHASE II**

This Second Amendment to the Covenants and Deed Restrictions of Chambers Point Subdivision, Phase II (the "**Amendment**") is made by Chambers Point Homeowners Association, Inc. (the "**Association**"), a Texas nonprofit corporation, and is as follows:

RECITALS:

A. **WHEREAS**, Chambers Point Phase II Subdivision (the "**Subdivision**") was established and is governed by that certain Covenants and Deed Restrictions of Chambers Point Subdivision, Phase II, as filed in Volume 1192, Page 229 of the Official Plat Records of Navarro County, Texas, as amended and supplemented from time to time, collectively (the "**Declaration**");

B. **WHEREAS**, the Declaration was amended by the filing of the Amendment to Covenants & Deed Restrictions for Chambers Point Subdivision, Phase II, as filed in Volume 1302, Page 059 of the Records of Navarro County, Texas (the "**First Amendment**");

C. **WHEREAS**, the Association wishes to add a new paragraph (Paragraph 33) to the Declaration to provide for restrictions on short term rentals;

D. **WHEREAS**, the First Amendment provides "These Covenants shall not be revoked, nor shall any of the provisions herein by amended from the date these Covenants are recorded unless the Owners representing at least ninety percent (90%) of the ownership of the Lots agree to such revocation or amendment by instruments duly executed and recorded.

E. **WHEREAS**, pursuant to Section 209.0041(h) of the Texas Property Code, "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..."

F. **WHEREAS**, as evidenced by the attached certification by the Secretary of the Association, members of the Association representing at least sixty-seven percent (67%) of the total votes allocated to the property owners entitled to vote on the amendment of the Declaration approved this Second Amendment Covenants and Deed Restrictions of Chambers Point Subdivision, Phase II, at a meeting of the Association's membership conducted on the 20 day of May, 2023.

NOW THEREFORE, the Declaration is hereby amended and supplemented as follows:

Paragraph 33 shall be added and supplemented to the Declaration as follows:

33. **Leasing Cap and Short-Term Rentals**. No Lot may be leased or rented for transient or hotel purposes. The lease of a Lot to a Tenant must be for an initial term of no less than three (3) months. The purpose of this amendment is to prohibit short term rentals. Any lease that attempts to circumvent this prohibition by offering early cancellation, early termination without penalty, or any other scheme to violate the intent of this prohibition will be deemed to be a violation of this restriction. After expiration of the initial three (3) month lease term, such lease may be extended for additional terms of not less than thirty (30) consecutive days per term, also known as month-to-month, to the same Tenants. There may not be concurrent or overlapping leases for a Lot, e.g.,

once a lease is executed for an initial period, no additional lease may be executed for or during that term for that Lot. There may be no subleasing of a Lot. Any property advertised for rent shall be advertised as "*minimum three (3) month rental required*". Tenant name(s), a copy of the lease agreement, and contact information shall be supplied to the Association office no later than three (3) days after the rental period commencement. Owners shall remain responsible for Tenant's adherence to all governing documents. "Tenant" shall mean any person authorized to lease or occupy the Lot, that is not the record title owner of the Lot, but occupies the Lot as their residence.

2. Miscellaneous. Any capitalized terms used and not otherwise defined herein shall have the meanings set forth in the Declaration. Unless expressly amended by this instrument, all other terms and provisions of the Declaration remain in full force and effect as written and are hereby ratified and confirmed.

3. Effective Date. This Second Amendment Covenants and Deed Restrictions of Chambers Point Subdivision, Phase II shall be effective upon its recording in the Official Public Records of Navarro County, Texas.

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SECRETARY'S CERTIFICATE OF AMENDMENT

The undersigned Chrystal Canty, Secretary of the Chambers Point Homeowners Association, Inc., hereby certifies that this Second Amendment Covenants and Deed Restrictions of Chambers Point Subdivision, Phase II was approved by members of the Association representing at least sixty seven percent (67%) of the total votes allocated to members entitled to vote on such amendment of Phase II, at a meeting of the Association's members conducted on the 20 day of May, 2023.

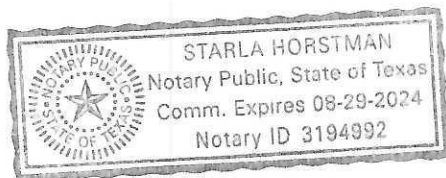
**CHAMBERS POINT HOMEOWNERS
ASSOCIATION, INC.**

Chrystal Canty
Secretary

STATE OF TEXAS §
 §
COUNTY OF NAVARRO §

THIS INSTRUMENT was acknowledged before me this 30th day of May, 2023 by Chrystal Canty, Secretary of Chambers Point Homeowners Association, Inc.

(seal)



Starla Horstman
Notary Public of Texas