

Hood County Clerk  
201 W Bridge Street  
PO BOX 339  
Granbury, Texas 76048  
Phone: 817-579-3222

Document Number: 2017-0012569 -  
Filed and Recorded - Real Records

2ND AMENDMENT TO THE AMENDED AND RESTATED

Grantor: HARBOR LAKES HOA INC

Pages: 5

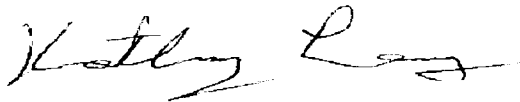
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<b>Recorded On:</b>	09/14/2017 10:22 AM	<b>Notes:</b>
<b>Document Number:</b>	2017-0012569	
<b>Receipt Number:</b>	R1712742	
<b>Amount:</b>	\$33.00	
<b>Recorded By:</b>	Simplifile	

Any provision herein which restricts the Sale, Rental, or use of the described REAL PROPERTY because of color or race is invalid and unenforceable under federal law.

**I hereby certify that this instrument was filed and duly recorded in the Official Records of Hood County, Texas**



Katie Lang  
County Clerk  
Hood County, Texas



**Return To:**

TEXAS STAR COMMUNITY MANAGEMENT, LLC  
6401 CUSTER ROAD S  
SUITE 2020, TX 75070



**SECOND AMENDMENT  
TO THE  
AMENDED AND RESTATED DECLARATION  
OF COVENANTS, CONDITIONS AND RESTRICTIONS  
FOR HARBOR LAKES  
[Leasing Restrictions]**

**STATE OF TEXAS**                    §  
   §        **KNOW ALL MEN BY THESE PRESENTS:**  
**COUNTY OF HOOD**                §

**THIS SECOND AMENDMENT TO THE AMENDED AND RESTATED DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR HARBOR LAKES** (this "Second Amendment") is made this 12 day of Sept., 2017, by Harbor Lakes Homeowners Association, Inc. (the "Association").

**WITNESSETH:**

**WHEREAS**, Lumbermen’s Investment Corporation (“Declarant”) prepared and recorded an instrument entitled “Declaration of Covenants, Conditions and Restrictions for Harbor Lakes” on or about December 28, 2000, at Volume 1726, Page 1 *et seq.* of the Real Property Records of Hood County, Texas (the “Declaration”); and

**WHEREAS**, the Declaration was amended and replaced by the Amended and Restated Declaration of Covenants, Conditions and Restrictions for Harbor Lakes, recorded on or about June 18, 2001, at Volume 1755, Page 738 *et seq.* of the Real Property Records of Hood County, Texas (the “Amended Declaration”); and

**WHEREAS**, the Amended Declaration was amended by the First Amendment to the Amended and Restated Declaration of Covenants, Conditions and Restrictions for Harbor Lakes, recorded on or about June 24, 2010, as Document No. 2010-0007180 of the Real Property Records of Hood County, Texas (the “First Amendment”); and

**WHEREAS**, Article X, Section 2 of the Amended Declaration provides that the Amended Declaration may be amended by an instrument signed by Owners constituting not less than seventy-five percent (75%) of the total votes, in the aggregate, of the Association; and

**WHEREAS**, Section 209.0041(h) of the Texas Property Code provides that a declaration may be amended only by a vote of 67 percent of the total votes allocated to property owners entitled to vote on the amendment of the declaration, in addition to any governmental approval required by law, and Section 209.0041(f) provides that Section 209.0041 supersedes any contrary requirement in a dedicatory instrument; and

**WHEREAS**, Owners having more than 67 percent of the total votes allocated to Owners agreed to the following amendment to the Declaration.

**NOW, THEREFORE**, the Declaration is hereby amended as follows:

1. Article VIII of the Declaration is amended to add a new Section 25 thereto, to state as follows:

Section 25. Leasing and Occupancy Restrictions.

(a) Definition of Leasing. "Leasing," as used in this Section, is defined as regular, exclusive occupancy of a residence on an Affected Lot ("Residence") by any person other than the Owner. For purposes of this Section, if a Residence is owned by a trust and the beneficiary of the trust is living in the Residence, that Residence shall be considered Owner-occupied rather than leased. "Leasing" shall not include a lease back in connection with the sale of an Affected Lot, where the seller of the Affected Lot transfers title to the Affected Lot and then leases the Affected Lot back from the purchaser for a time period up to three (3) months. Any lease back in excess of three (3) months will require prior approval from the Board.

(b) Lease Term and General Rule. Residences may be leased only in their entirety. Owners are strictly prohibited from leasing individual rooms in the Residence. No transient tenants may be accommodated in a Residence. Residences may not be used or leased for hotel purposes. All leases must be for an initial term of not less than one (1) year without an option to cancel. Thereafter, leases may be renewed on an annual basis, provided the Owner must notify the Board of his intent to renew the lease on the Residence and obtain the Board's written notice that the Owner may lease a Residence pursuant to this Section, and further provided that the lease meets the standards and criteria set out in this Section.

(c) Leasing and Occupancy Restrictions. In order to preserve the quality of life of other residents and high standards of maintenance and care of the community, and to promote the Residence and/or leasing of Residences by responsible individuals, a Residence shall be leased in accordance with the following provisions:

(1) Notice of Intent to Lease. Whenever the Owner of a Residence has received a bona fide offer to lease his or her Residence and desires to accept such offer, the Owner shall give the Board not less than fifteen (15) days' written notice of his or her desire to accept such offer, and provide, at the Owner's sole cost and expense, the following information to the Board: (i) the name, date of birth and current address of the prospective lessee(s) and each prospective adult occupant (over age 18); (ii) a copy of a criminal background check and (iii) a copy of the proposed lease agreement.

(2) Leasing Limitations. Upon acquiring an ownership interest in an Affected Lot, the Owner may not lease the Residence thereon, or any portion thereof, until the expiration of twelve (12) months from the date of the closing of the sale of the Affected Lot or recording of the deed to the Affected Lot which conveys title, whichever is earlier; provided that the

Owner may lease the Affected Lot or Residence thereon pursuant to Board approval of a hardship per Subsection (d) below. After the expiration of the twelve (12) month period, the Owner may lease the Residence subject to the other terms contained in this Section.

(3) Confirmation by Board of Directors. An Owner seeking to lease his or her Residence must notify the Board in writing of his or her desire to lease pursuant to the above Subsection (c)(1). If the terms of the lease do not meet the standards, criteria and requirements described in this Section, then the Board shall notify the Owner that the lease fails to meet the requirements of this Section. Owners shall not lease to or allow anyone to reside in the Residence if the lease does not meet the standards and criteria set out above. The Association shall have the right and power to impose and collect a reasonable fee from each Owner for the review of any lease.

(d) Hardship Exception to Leasing Rules. Notwithstanding any provision to the contrary, the Board shall be empowered to allow leasing of Residences that do not comply with the above requirements upon the Owner's written application for an exception because of undue hardship on the Owner. By way of illustration and not by limitation, circumstances which may constitute undue hardship are those in which (i) an Owner must relocate his or her Residence because of changes in employment, marital status or health reasons and cannot, within one hundred twenty (120) days from the date the Residence was placed on the market, sell the Residence while offering it for sale at a reasonable price no less than its county appraised tax value; (ii) the Owner dies and the Residence is being administered by his or her estate; or (iii) the Owner takes a leave of absence or temporarily relocates and intends to return to reside in the Residence. Those Owners who have demonstrated that the inability to lease their Residence would result in undue hardship and have obtained the requisite approval of the Board may lease their Residence upon the terms and conditions established by the Board, at which time the Board will again review whether the hardship still exists to warrant an extension of the exception.

(e) Non-compliance. Any lease or sale of a Residence entered into without complete and full compliance with the terms herein shall be deemed void and of no force and effect and shall confer no title or interest in a Residence to the purported lessee. For violations of the above Sections, the Association may impose an initial fine of up to \$1,000.00. Thereafter, additional fines of \$100.00 per day may be imposed for each day in which the violation remains uncured, along with any attorney's fees incurred by the Association in connection with the enforcement of these leasing restrictions.

2. Except as modified by the First Amendment and this Second Amendment, the Amended and Restated Declaration shall remain in full force and effect.

IN WITNESS WHEREOF, the Association has caused this Second Amendment to be executed by its duly authorized officer this 12 day of Sept, 2017.

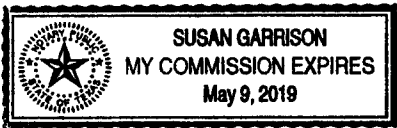
**HARBOR LAKES HOMEOWNERS ASSOCIATION, INC.,**  
A Texas non-profit corporation

By: [Signature]  
Name: John Quilty  
Title: President

**ACKNOWLEDGMENT**

STATE OF TEXAS                   §  
  §  
COUNTY OF HOOD               §

This instrument was acknowledged before me on by John Quilty,  
President of Harbor Lakes Homeowners Association, Inc., a Texas non-profit  
corporation, on behalf of said corporation, on the 12 day of September, 2017.



[Signature]  
Notary Public, State of Texas

My Commission Expires: 5/9/19

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