

**THIRD AMENDMENT TO THE DECLARATION OF CONDOMINIUM
FOR
SHORELINE ON LAKE CONROE CONDOMINIUMS**

STATE OF TEXAS §
 §
COUNTY OF MONTGOMERY §

This Third Amendment to the Declaration of Condominium for Shoreline on Lake Conroe Condominiums (this “***Amendment***”) is made by RJ BACK CORPORATION, an Illinois corporation (the “***Declarant***”).

WHEREAS, filed of record is that certain Declaration of Condominium for Shoreline on Lake Conroe Condominiums, recorded under Clerk’s File Number 2018037700 in the Official Public Records of Montgomery County, Texas, as same has been and may be amended and supplemented from time to time (the “***Declaration***”);

WHEREAS, the Declaration provides that the Declarant has the unilateral right to amend the Declaration at any time prior to the election of the Fully Elected Board;

WHEREAS, the election of the Fully Elected Board has not occurred; and

WHEREAS, reference is hereby made to the Declaration for all purposes, and any and all capitalized terms used herein shall have the meanings set forth in the Declaration, unless otherwise specified in this Amendment.

NOW, THEREFORE, pursuant to the authority retained by the Declarant in the Declaration, the Declarant hereby amends the Declaration as follows:

1. Leasing. Article VIII, entitled “Leasing”, is hereby amended in its entirety to read as follows:

“ **ARTICLE VIII. LEASING**

Leasing of a Unit is permitted as provided in this Article. Leasing a Unit for residential purposes shall not be considered a business use so long as the Owner and any other Owners with whom such Owner is affiliated do not collectively lease or offer for lease more than three (3) Units at any time, and further provided that the lease complies with all of the requirements herein. The entire Unit must be leased; no fraction or portion of any Unit may be leased. “Leasing” or “lease” for purposes of this Declaration, is defined as occupancy of a Unit by any person other than the record Owner, for which the Owner receives any consideration or benefit, including, but not limited to, a fee, service, gratuity, or emolument.

Subject to the terms of this Declaration and the Dedicatory Instruments, the Units may be leased for short-term rental purposes

through the use of short-term rental services such as "Airbnb", "Home Away", "VRBO", or other short-term rental service companies. For the purposes herein, "short-term rental" means occupancy of a Unit by any person other than the record Owner for a term or duration less than thirty (30) days, and for which the Owner receives any consideration or benefit, including, but not limited to, a fee, service, gratuity, or emolument. Any short-term rental will be subject to additional rules, regulations or policies adopted by the Board. In addition, each Owner who leases a Unit for short-term rental shall pay to the Association an additional annual assessment (the "Short-Term Rental Assessment"). The amount of the initial Short-Term Rental Assessment is \$150.00. The Board has the right to increase or decrease the amount of the Short-Term Rental Assessment in any calendar year. Such Short-Term Rental Assessment shall commence and be payable to the Association by the Owner at the time the Unit is listed by the management company. The Short-Term Rental Assessment will be due for each year the Unit is listed, regardless of how many times the Unit is listed or leased in any year. The Short-Term Rental Assessment shall be in addition to, not in lieu of, Common Expense Charges, Special Assessments, and other sums due hereunder or under a Dedicatory Instrument and shall not be considered an advance payment of such sums. The payment of the Short-Term Rental Assessment shall be secured by the continuing lien set forth herein and shall be collectable in the same manner as Common Expense Charges.

No Unit shall be leased unless the terms and provisions of such lease are in writing and specifically provide that such Unit may not be sublet to or be occupied by persons other than those named in the lease, and any lease shall provide that the lessee or occupant and any guest or invitee of such lessee or occupant shall comply with and abide by all of the restrictions pertaining to the use of Units and the Common Elements set forth in this Declaration and the Dedicatory Instruments and the laws of the State of Texas applicable to the Condominium now or hereafter established governing the use of such Units and the Common Elements. In addition, prior to executing a lease, the lessee shall sign a written agreement provided by the Association or its Managing Agent, agreeing to not violate the Dedicatory Instruments and any other rules set out by the Association. Should any lessee or occupant not comply with such lease provisions and the written agreement with the Association, then the Board has the right to cancel and terminate such lease without any obligation or liability imposed upon the Association, and for such purpose, the Board shall be regarded as the Owner's agent fully authorized to take such steps as may be necessary to effect the cancellation and termination of such lease and the eviction of the lessee under such lease. The Board has the right to collect rents from any lessee of an Owner that is more than sixty (60) days delinquent in the payment of any amount due to the Association. Subleasing of a Unit is not permitted. It is not the intent of the Declarant to exclude from a Unit any individual who is authorized to so remain by any state or federal law. Lease of a Unit will not relieve an Owner from compliance with this Declaration or the Dedicatory Instruments.

Owners hereby acknowledge and agree that the Board has the authority to promulgate and enforce additional leasing rules, regulations and/or policies. The Board is vested with the absolute authority to determine if a lease for a Unit complies with this Article and any other Dedicatory Instrument that applies to leasing, and the Board's determination shall be final. This Article shall not preclude the Association or an institutional lender from leasing a Unit upon taking title following foreclosure of its security interest in the Unit or upon acceptance of a deed in lieu of foreclosure.

Additionally, the Board is vested with the authority to impose fines upon the Unit Owner for violations of this Article and any Dedicatory Instrument that applies to leasing and the Board is vested with the unilateral authority to set the amount of fines for violations. Subject to notice as may be required by law, fines will be assessed against the record Owner and are supported by the Association's assessment lien created herein which runs with title to each Unit. The decision as to the amount of the fine to be imposed in any particular case shall be left to the Board's sole and absolute discretion. Such decision shall not be construed as a waiver of the Board's right to set a different fine at a later time under other circumstances and shall not preclude the Board from imposing a fine. In the event of a violation of these leasing provisions or any leasing rules, regulations and/or policies, every day of lease in violation hereof will be considered a separate violation subject to the full amount of fine imposed by the Board which shall continue until the lease is terminated and the lessee is removed from the Unit.

Notwithstanding anything contained herein to the contrary, no Unit may be used as a Timeshare Unit or be put to Timeshare Use, as those terms are defined in Chapter 221 of the Texas Property Code, or its successor statute."

Except as amended herein, all provisions of the Declaration remain in full force and effect. In the event of any conflict between this Amendment and the Declaration, this Amendment controls.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, this Amendment is executed as of the 10 day of December, 2021.

DECLARANT:

RJ BACK CORPORATION,
an Illinois corporation

By:

Raymond Winkler
Raymond Winkler, President

STATE OF TEXAS

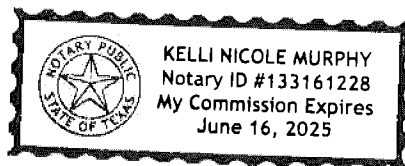
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COUNTY OF MONTGOMERY

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This instrument was acknowledged before me on the 10 day of December, 2021, by Raymond Winkler, the President of RJ BACK CORPORATION, an Illinois corporation, on behalf of said entity.



Kelli Murphy
Notary Public – State of Texas

E-FILED FOR RECORD

12/10/2021 03:54PM



COUNTY CLERK
MONTGOMERY COUNTY, TEXAS

STATE OF TEXAS,
COUNTY OF MONTGOMERY

I hereby certify that this instrument was e-filed in the file number
sequence on the date and time stamped herein
by me and was duly e-RECORDED in the Official Public
Records of Montgomery County, Texas.

12/10/2021



County Clerk
Montgomery County, Texas