

**FIRST AMENDMENT  
TO  
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS  
WILLIAMS CREEK SUBDIVISION  
PHASE 1**

STATE OF TEXAS  
COUNTY OF BRAZOS

This First Amendment to the Declaration of Covenants, Conditions and Restrictions of Williams Creek Subdivision Phase 1 (the "Amendment") is made on the date hereinafter set forth by the approval of at least sixty percent (60%) of the number of votes entitled to be cast in Williams Creek Owners Association, Inc. (the "Association") and shall be effective as of the date of recording in the Real Property Records of Brazos County, Texas.

WITNESSETH:

WHEREAS, the Declaration of Covenants, Conditions and Restrictions of Williams Creek Subdivision Phase 1 was originally recorded under Document No. 00883291 of the Real Property Records of Brazos County, Texas (the "Declaration"); and

WHEREAS, Section 209.0041(h) of the Texas Property Code provides that a declaration may be amended by a vote of sixty-seven percent (67%) of the total votes allocated to property owners in a property owners association or such lower percentage contained in the declaration; and

WHEREAS, Article IX, Section 9.03(B) of the Declaration states that the Declaration may be amended by the recording in the Official Records of Brazos County, Texas, of an instrument executed and acknowledged by the President and Secretary of the Association setting forth the amendment and certifying that such amendment has been approved by Owners entitled to cast at least sixty percent ( 60%) of the number of votes entitled to be cast pursuant to Section 5.03 of the Declaration; and

WHEREAS, the amendment to the Declaration set forth below has been approved by at least sixty percent (60%) of the number of votes entitled to be cast in Association.

NOW THEREFORE, upon approval by at least sixty percent (60%) of the number of votes entitled to be cast in Association, the Declaration is hereby amended as follows:

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**AMENDMENT:**

Article III, Section 3.38 is hereby amended and restated as follows:

**3.38      Room and Board Plans; Short Term Rentals; Leases.**

(A)    No Owner shall permit any Lot or Improvement on any Lot or any portion(s) thereof (collectively or separately the Owner's "Property") to be used, in whole or in part, by tenants on rooming or boarding plans or contracts, or both, of any type.

(B)    No Owner shall lease or rent their Property to any third party on a daily, weekly, monthly, or other short rental term basis or list or advertise their Property for lease or rent on a short term basis, including, but not limited to, posting, listing or advertising the Property on any on-line property rental site, including, but not limited to, Airbnb, Vrbo, Booking.com, Marriott Homes and Villas, Hopper, Hipcamp, or any similar on-line property leasing site or application. For the purposes of the foregoing "short term rental" shall mean any lease, contract, agreement or other rental arrangement (collectively or individually a "Lease") for a term of less than 180 days, and/or terminable by the tenant or renter, with or without penalty, on less than 30 days notice.

(C)    Any Owner proposing to lease their Property under the terms of a Lease not prohibited by the provisions of this Section shall submit to the Board the following information regarding the Lease or rental applicant:

(1) contact information, including the name, mailing address, phone number and e-mail address of each person who will reside in/on the Property; and

(2) the commencement date and term of the Lease.

The Lease of a Property on a month-to-month basis at the end of a Lease of 180 days or longer shall be permitted when the Lease is with the same tenant. Additionally, the Board, in its sole discretion, shall have the authority, upon written request by the Owner, to approve a Lease for a term of less than 180 days on a case-by-case basis for reasons that include, but are not limited to, hardships and lease back arrangements relating to the Owner's sale of the Property.

(D) The provisions of this Section shall also apply to any permitted lessee of an Owner (and their sublessees, if any).

(E) The Board shall have the authority to fix, impose and collect fines for any violation of this Section and to secure the payment thereof by any means authorized by (and in accordance with the notice and other provisions of) the Texas Property Code.

IN WITNESS WHEREOF, pursuant to the authority in §209.0041(h) of the Texas Property Code and Article IX, Section 9.03(B) of the Declaration, this Amendment has been approved by the Owners entitled to cast at least sixty percent (60%) of the number of votes entitled to be cast pursuant to Section 5.03 of the Declaration.

IN WITNESS WHEREOF, this Amendment to the Declaration is executed as of the 10<sup>th</sup> day of December, 2023.

## Williams Creek Owners Association, Inc.

By: Srij Nayak

Printed Name: SKIP NAYLOR

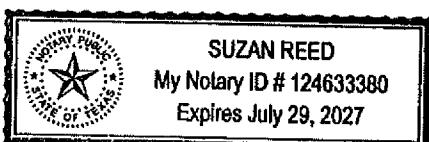
Title: President

STATE OF TEXAS  
COUNTY OF BRAZOS

BEFORE ME, the undersigned authority, on this day personally appeared Skip Naylor, President of Williams Creek Owners Association, Inc., known by me to be the person whose name is subscribed to this instrument, and acknowledged to me that he/she executed the same for the purposes expressed and in the capacity herein stated and as the act and deed of said corporation.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this 6<sup>th</sup> day of December, 2023.

ND SEAL OF OFFICE, this 6<sup>th</sup> day of  
Suzan Reed  
Notary Public - State of Texas



By:

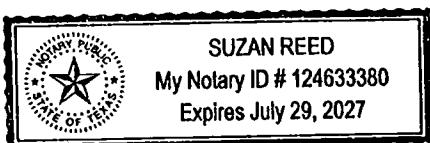
Printed Name:

Title: Secretary

STATE OF TEXAS §  
§  
§  
COUNTY OF BRAZOS §

BEFORE ME the undersigned authority, on this day personally appeared Vincent Riggins, Secretary of Williams Creek Owners Association, Inc., known by me to be the person whose name is subscribed to this instrument, and acknowledged to me that he/she executed the same for the purposes expressed and in the capacity herein stated and as the act and deed of said corporation.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this 6<sup>th</sup> day of December, 2023.



Notary Public -- State of Texas

Suzan Reed

**Brazos County  
Karen McQueen  
County Clerk**

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**Instrument Number: 1517385**

Volume : 18962

ERecordings - Real Property

Recorded On: December 08, 2023 02:35 PM

Number of Pages: 5

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**" Examined and Charged as Follows: "**

Total Recording: \$42.00

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**\*\*\*\*\* THIS PAGE IS PART OF THE INSTRUMENT \*\*\*\*\***

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.

**File Information:**

Document Number: 1517385

**Record and Return To:**

CSC Global

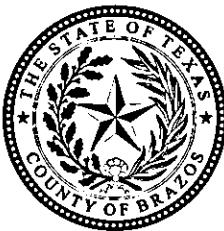
Receipt Number: 20231208000083

OPTION 3 ON PHONE

Recorded Date/Time: December 08, 2023 02:35 PM

User: Victoria E

Station: CCLERK06



STATE OF TEXAS  
COUNTY OF BRAZOS

I hereby certify that this Instrument was FILED In the File Number sequence on the date/time  
printed hereon, and was duly RECORDED in the Official Public Records of Brazos County, Texas.

Karen McQueen  
County Clerk  
Brazos County, TX