

Resolutions & Policies
Augusta Landing Condominium Association

**FIRST AMENDMENT TO
AMENDED AND RESTATED CONDOMINIUM DECLARATION
for
AUGUSTA LANDING**

THE STATE OF TEXAS §
 §
COUNTY OF HARRIS §

WHEREAS, Augusta Landing is a condominium regime in Harris County, Texas which was established by virtue of the "Condominium Declaration for Augusta Landing" (the "**Original Declaration**") recorded in Volume 47, Page 1, et seq. of the Condominium Records of Harris County, Texas on August 24, 1977; and

WHEREAS, the Original Declaration was amended and restated, in its entirety, by the "Amended and Restated Condominium Declaration for Augusta Landing" (the "**Amended and Restated Condominium Declaration**") recorded in the Condominium Records of Harris County, Texas on April 8, 2008 under Film Code No. 202202; and

WHEREAS, the Amended and Restated Condominium Declaration provides for amendment by Owners representing not less than an aggregate ownership interest of sixteen (16) Condominium Units; and

WHEREAS, the undersigned, being Owners representing not less than an aggregate ownership interest of sixteen (16) Condominium Units, desire to amend the Amended and Restated Condominium Declaration;

NOW, THEREFORE, the undersigned, being Owners representing not less than an aggregate ownership interest of sixteen (16) Condominium Units, hereby amend the Amended and Restated Condominium Declaration as follows:

1. The title ("Right of First Refusal") and content of paragraph 27 of the Amended and Restated Condominium Declaration are deleted in their entirety. The title and content of paragraph 27 of the Amended and Restated Condominium Declaration shall hereafter read as follows:

27. Sale of a Condominium Unit. The Owner of a Condominium Unit who desires to sell his/her Condominium Unit is obligated to submit to the Association a complete copy of the executed contract for the sale of the Condominium Unit within ten (10) days of the date of execution of the contract or not less than twenty (20) days prior to the date of closing, whichever is earlier. The purpose of this requirement is to provide to the Association the opportunity to review the contract to assure compliance with the provisions of paragraph 36 of this Amended and Restated Condominium Declaration. If the contract is submitted in accordance with the requirements of this paragraph and an objection to the sale is not submitted by the Association to the Owner at least (5) days prior to the date of closing, the sale of the Condominium Unit shall be deemed to be in compliance with paragraph 36 of this Amended and Restated Condominium Declaration. If the contract is not submitted in accordance with the requirements of this paragraph or the Association timely objects to the sale of the Condominium Unit on the basis that the sale is not permitted under paragraph 36 of this Amended and Restated Condominium Declaration and the Owner proceeds with the sale of the Condominium Unit, the

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Association shall have the authority to enforce the provisions of this Amended and Restated Condominium Declaration by all available remedies.

2. Paragraph 28 of the Amended and Restated Condominium Declaration, entitled "Exemptions From Right of First Refusal", is deleted in its entirety.

3. Subparagraph (e) in paragraph 32 of the Amended and Restated Condominium Declaration, entitled "Leases", is deleted in its entirety.

4. Subparagraph (g) in paragraph 32 of the Amended and Restated Condominium Declaration, entitled "Exemption From Right of First Refusal", is deleted in its entirety.

5. Paragraph 35 is added to the Amended and Restated Condominium Declaration to read as follows:

35. Leasing. No Condominium Unit may be leased other than for use as a single family residence. No Owner may lease a Condominium Unit for transient or hotel purposes. No Owner may lease less than an entire Condominium Unit. Under no circumstances shall a Condominium Unit be leased for any type of short-term lodging or any arrangement under which the occupants of the Condominium Unit rotate or change during the term of the lease. All leases:

- (a) must be in writing; and
- (b) are specifically subject in all respects to all provisions of this Amended and Restated Condominium Declaration and all other governing documents of the Association (whether or not expressly stated in the lease), and any failure by lessee to comply with this Amended and Restated Condominium Declaration or any other governing document of the Association will be a default under the lease.

Not more than six (6) of the Condominium Units within the Property may be leased at any given time. It is the responsibility of an Owner who desires to lease his/her Condominium Unit to contact the Association prior to entering into a lease agreement to determine whether six (6) of the Condominium Units within the Property are then being leased (and, therefore, whether the Owner's Condominium Unit may be leased).

If an Owner desires to lease his/her Condominium Unit but is unable to do so because six (6) of the Condominium Units within the Property are then being leased, the Owner may notify the Association in writing of the Owner's desire to lease his/her Condominium Unit. Upon the receipt of such a written notice, the Association shall place the Owner's name on a list of Owners who desire to lease their Condominium Units. An Owner's name shall be placed on the list in the order in which a written notice from the Owner is received by the Association. As existing lease agreements terminate and a Condominium Unit becomes eligible for lease per the six (6) Condominium Unit restriction, the Association shall notify the Owner at the top of the list that the Owner may lease his/her Condominium Unit. The Association shall have the authority to adopt additional procedures for leasing Condominium Units in accordance with the six (6) Condominium Unit restrictions; provided that, the procedure shall at all times provide that eligibility to lease a Condominium Unit shall be in the order in which the Association is notified by Owners per the provisions of this paragraph. Notwithstanding the foregoing, the Board of Directors of the Association, acting reasonably and in good faith, shall have the authority to grant a temporary variance from the six (6) Condominium Unit restrictions in circumstances deemed by the Board to constitute an extreme hardship, such as, by way of example and not in limitation, an unforeseen job transfer or an illness or death of an Owner necessitating the lease of the Owner's Condominium Unit. Provided that, in no event shall a temporary variance exceed one (1) year. No



COUNTY CLERK

temporary variance granted by the Board of Directors of the Association on the basis of an extreme hardship shall be deemed to constitute a waiver of the restriction on leasing set forth in this paragraph.

Any lease agreement entered into by an Owner that is to commence during a period in which six (6) of the Condominium Units in the Property are being leased shall be deemed to be void. If a Condominium Unit is leased in violation of this provision, the Association, acting through its Board of Directors, shall have the right, without liability to the Owner of the Condominium Unit, to cause the Owner's lessee to be evicted by forcible entry and detainer. The Association shall also have the authority to levy monthly fines against the Owner whose Condominium Unit is leased in violation of this paragraph. The monthly fines shall be the greater of \$500.00 or one-half (1/2) the amount of the monthly lease payment on the Condominium Unit. Fines shall be a remedy in addition to, not in lieu of, eviction. Any fines levied against an Owner shall be added to the Owner's assessment account and secured by the lien against the Owner's Condominium Unit established in paragraph 24 of the Amended and Restated Condominium Declaration.

As used herein, "lease" means any type of agreement which provides to a person other than the Owner the exclusive use of and right to possess a Condominium Unit.

Not less than ten (10) days prior to the effective date of a lease agreement relating to a Condominium Unit, the Owner of the Condominium Unit shall provide to the Association a complete copy of the executed lease agreement.

The provisions of this paragraph 35 shall not be applicable to valid lease agreements in effect as of the date this First Amendment is recorded. Provided that, as the term of such a lease agreement expires or is terminated, the lease agreement shall not be renewed except in compliance with the provisions of this First Amendment.

6. Paragraph 36 is added to the Amended and Restated Condominium Declaration to read as follows:

36. Ownership of Multiple Units. Not more than two (2) Condominium Units may be owned by a person (as defined herein) at any given time. As used herein, "person" means a natural person and any business entity in which the natural person has an ownership interest and any trust in which the natural person has a beneficial interest. This restriction shall be applicable regardless of the name in which title to a Condominium Unit is conveyed. This restriction shall also be applicable regardless of the percentage of ownership interest in a Condominium Unit. In addition:

- (a) if a natural person has an ownership interest in two (2) Condominium Units, one (1) of the Condominium Units must be occupied by that natural person;
- (b) if a natural person has an ownership interest in one (1) Condominium Unit and either an ownership interest in a business entity or a beneficial interest in a trust that owns another Condominium Unit, one (1) of the Condominium Units must be occupied by that natural person;
- (c) if a natural person has (i) an ownership interest in a business entity that owns two (2) Condominium Units or (ii) a beneficial interest in a trust that owns two (2) Condominium Units or (iii) an ownership interest in a business entity that owns one (1) Condominium Unit, as well as a beneficial interest in a trust that

owns one (1) Condominium Unit, one (1) of the Condominium Units must be owned by that natural person; and

- (d) in the event that a person, as defined herein, acquires title to more than two (2) Condominium Units at any given time, that person shall be required to immediately initiate good faith efforts to sell a Condominium Unit or Condominium Units at fair market value to comply with this provision.

The provisions of this paragraph 36 shall be effective upon recording. Provided that, the requirement that one (1) Condominium Unit be occupied shall not be applicable to a person, as defined herein, who owns two (2), or more Condominium Units as of the effective date of this instrument if none of the Condominium Units are then occupied by the person. Provided further that, if more than two (2) Condominium Units are owned by a person, as defined herein, as of the effective date of this instrument, that person shall not be required to sell one (1) or more of those Condominium Units to comply with the provisions in this paragraph. However, a person owning more than two (2) Condominium Units as of the effective date of this instrument shall not be entitled to acquire additional Condominium Units. Further, if a person who owns more than two (2) Condominium Units as of the effective date of this instrument thereafter sells all or some of such Condominium Units, with the result that such person owns less than two (2) Condominium Units, that person shall not be authorized to thereafter acquire more than two (2) Condominium Units.

Capitalized terms used herein have the same meanings as that ascribed to them in the Amended and Restated Condominium Declaration, unless otherwise indicated.

Except as amended herein, all provisions in the Amended and Restated Condominium Declaration remain in full force and effect.

Approved as indicated in the attached consents, to be effective upon recording in the Condominium Records of Harris County, Texas.

OFFICE OF
STAN STANART
COUNTY CLERK, HARRIS COUNTY, TEXAS
CONDOMINIUM RECORDS OF COUNTY CLERK

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FILM CODE _____

AUGUSTA LANDING CONDOMINIUM
DECLARATION RESTATED
FIRST AMENDMENT

THIS IS PAGE 1 OF 6 PAGES

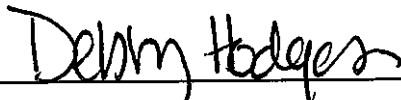
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CERTIFICATE

THE STATE OF TEXAS §
 §
COUNTY OF HARRIS §

BEFORE ME, the undersigned authority, on this day personally appeared Debby Hodges, known to me to be the person whose name is subscribed below, who, upon oath, did depose and state as follows:

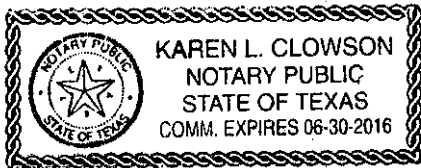
My name is Debby Hodges. I am the President of Augusta Landing Condominium Association (the "Association"). I am over the age of twenty-one (21) years, I have never been convicted of a crime and I am fully competent to make this affidavit. Attached hereto are consents executed by the owners of units in Augusta Landing Condominium Association, a condominium regime in Harris County, Texas. I certify that the attached consents represent the written agreement of owners representing an aggregate ownership interest of not less than sixteen (16) condominium units to amend the Amended and Restated Condominium Declaration for Augusta Landing. This certification is based upon the ownership records of the Association.

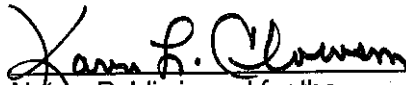


Debby Hodges, President

THE STATE OF TEXAS §
 §
COUNTY OF HARRIS §

Given under my hand and seal of office this 11th day of March, 2015.





Notary Public in and for the
State of Texas

**CONSENT TO
FIRST AMENDMENT
TO
AMENDED AND RESTATED CONDOMINIUM DECLARATION
FOR
AUGUSTA LANDING**

The undersigned, being the Owner(s) of the Condominium Unit in Augusta Landing identified below, approval the foregoing "First Amendment to Amended and Restated Declaration for Augusta Landing".

Date: 2/16/15

OWNER(S):

Signature: Jennifer K. Harris

Print Name: Jennifer K. Harris

Date: _____

Signature: _____

Print Name: _____

Unit No.: 1

**CONSENT TO
FIRST AMENDMENT
TO
AMENDED AND RESTATED CONDOMINIUM DECLARATION
FOR
AUGUSTA LANDING**

The undersigned, being the Owner(s) of the Condominium Unit in Augusta Landing identified below, approval the foregoing "First Amendment to Amended and Restated Declaration for Augusta Landing".

Date: 2/19/15

OWNER(S):

Signature: 

Print Name: Minhua Chen

Date: _____

Signature: _____


Print Name: _____

Unit No.: 2

**CONSENT TO
FIRST AMENDMENT
TO
AMENDED AND RESTATED CONDOMINIUM DECLARATION
FOR
AUGUSTA LANDING**

The undersigned, being the Owner(s) of the Condominium Unit in Augusta Landing identified below, approval the foregoing "First Amendment to Amended and Restated Declaration for Augusta Landing".

Date: 2-28-15

OWNER(S):
Signature: 
Print Name: KATTY FORREST

Date: _____

Signature: _____

Unit No.: 5

Print Name: _____

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COUNTY CLERK, HARRIS COUNTY, TEXAS
CONDOMINIUM RECORDS OF COUNTY CLERK

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AUGUSTA LANDING CONDOMINIUM
DECLARATION RESTATED
FIRST AMENDMENT


THIS IS PAGE 2 OF 6 PAGES

SCANNER Context IQ4400

**CONSENT TO
FIRST AMENDMENT
TO
AMENDED AND RESTATED CONDOMINIUM DECLARATION
FOR
AUGUSTA LANDING**

The undersigned, being the Owner(s) of the Condominium Unit in Augusta Landing identified below, approval the foregoing "First Amendment to Amended and Restated Declaration for Augusta Landing".

Date: 2.24.15

OWNER(S):
Signature: 
Print Name: YONALOT

Date: _____

Signature: _____

Print Name: _____

Unit No.: 6

**CONSENT TO
FIRST AMENDMENT
TO
AMENDED AND RESTATED CONDOMINIUM DECLARATION
FOR
AUGUSTA LANDING**

The undersigned, being the Owner(s) of the Condominium Unit in Augusta Landing identified below, approval the foregoing "First Amendment to Amended and Restated Declaration for Augusta Landing".

OWNER(S):

Date: 2/23/15

Signature: *Joan S. Anderson*

Print Name: JOAN S. ANDERSON

Date: _____

Signature: _____

Print Name: _____

Unit No.: 7

**CONSENT TO
FIRST AMENDMENT
TO
AMENDED AND RESTATED CONDOMINIUM DECLARATION
FOR
AUGUSTA LANDING**

The undersigned, being the Owner(s) of the Condominium Unit in Augusta Landing identified below, approval the foregoing "First Amendment to Amended and Restated Declaration for Augusta Landing".

Date: 2-28-15

OWNER(S):
Signature: *Kathy Forrest*
Print Name: Kathy Forrest

Date: _____

Signature: _____

Print Name: _____

Unit No.: 8

**CONSENT TO
FIRST AMENDMENT
TO
AMENDED AND RESTATED CONDOMINIUM DECLARATION
FOR
AUGUSTA LANDING**

The undersigned, being the Owner(s) of the Condominium Unit in Augusta Landing identified below, approval the foregoing "First Amendment to Amended and Restated Declaration for Augusta Landing".

Date: 2/16/2018

9

OWNER(S):
Signature: Felicity Sweeting
Print Name: Felicity Sweeting

Date: _____

Signature: _____

Print Name: _____

Unit No.: 9

OFFICE OF
STAN STANART
COUNTY CLERK, HARRIS COUNTY, TEXAS
CONDOMINIUM RECORDS OF COUNTY CLERK

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AUGUSTA LANDING CONDOMINIUM
DECLARATION RESTATED
FIRST AMENDMENT

THIS IS PAGE 3 OF 6 PAGES

SCANNER Context IQ4400

**CONSENT TO
FIRST AMENDMENT
TO
AMENDED AND RESTATED CONDOMINIUM DECLARATION
FOR
AUGUSTA LANDING**

The undersigned, being the Owner(s) of the Condominium Unit in Augusta Landing identified below, approval the foregoing "First Amendment to Amended and Restated Declaration for Augusta Landing".

Date: 2/24/15

OWNER(S):
Signature: *Deaki Day*
Print Name: DEAKI DAY

Date: _____

Signature: _____

Print Name: _____

Unit No.: 13

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STAN STANART
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AUGUSTA LANDING CONDOMINIUM
DECLARATION RESTATED
FIRST AMENDMENT

THIS IS PAGE 4 OF 6 PAGES

SCANNER Context IQ4400

**CONSENT TO
FIRST AMENDMENT
TO
AMENDED AND RESTATED CONDOMINIUM DECLARATION
FOR
AUGUSTA LANDING**

The undersigned, being the Owner(s) of the Condominium Unit in Augusta Landing identified below, approval the foregoing "First Amendment to Amended and Restated Declaration for Augusta Landing".

Date: 3/10/15

OWNER(S): Kenneth Dawson
Signature: *Kenneth Dawson*
Print Name: Kenneth Dawson

Date: 3/12/15

Signature: *Sheryl Dawson*
Print Name: Sheryl Dawson

Unit No.: 12

**CONSENT TO
FIRST AMENDMENT
TO
AMENDED AND RESTATED CONDOMINIUM DECLARATION
FOR
AUGUSTA LANDING**

The undersigned, being the Owner(s) of the Condominium Unit in Augusta Landing identified below, approval the foregoing "First Amendment to Amended and Restated Declaration for Augusta Landing".

Date: 3/6/15

OWNER(S):

Signature: 

Print Name: David Taylor

Date: 3/6/15

Signature: 


Print Name: MARTA RAMOS VILLALBA

Unit No.: 11

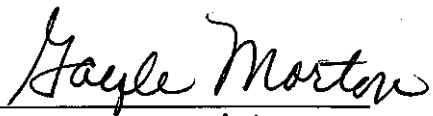
**CONSENT TO
FIRST AMENDMENT
TO
AMENDED AND RESTATED CONDOMINIUM DECLARATION
FOR
AUGUSTA LANDING**

The undersigned, being the Owner(s) of the Condominium Unit in Augusta Landing identified below, approval the foregoing "First Amendment to Amended and Restated Declaration for Augusta Landing".

Date: 17 FEB 15

OWNER(S): 
Signature: _____
Print Name: CYRIL S. ADAMS

Date: FEB. 17, 2015

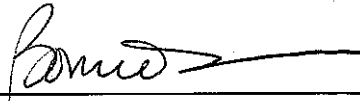
Signature: 
Print Name: GAYLE MORTON


Unit No.: 10

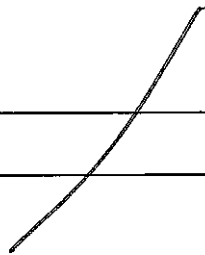
**CONSENT TO
FIRST AMENDMENT
TO
AMENDED AND RESTATED CONDOMINIUM DECLARATION
FOR
AUGUSTA LANDING**

The undersigned, being the Owner(s) of the Condominium Unit in Augusta Landing identified below, approval the foregoing "First Amendment to Amended and Restated Declaration for Augusta Landing".

Date: 2/16/15

OWNER(S):
Signature: 
Print Name: Bonnie Mann

Date: 

Signature: 
Print Name:

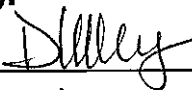
Unit No.: 14

**CONSENT TO
FIRST AMENDMENT
TO
AMENDED AND RESTATED CONDOMINIUM DECLARATION
FOR
AUGUSTA LANDING**

The undersigned, being the Owner(s) of the Condominium Unit in Augusta Landing identified below, approval the foregoing "First Amendment to Amended and Restated Declaration for Augusta Landing".

Date: 2/16/15

OWNER(S):

Signature: 

Print Name: DUANE KELLEY

Date: _____

Signature: _____

Print Name: _____

Unit No.: 16

**CONSENT TO
FIRST AMENDMENT
TO
AMENDED AND RESTATED CONDOMINIUM DECLARATION
FOR
AUGUSTA LANDING**


The undersigned, being the Owner(s) of the Condominium Unit in Augusta Landing identified below, approval the foregoing "First Amendment to Amended and Restated Declaration for Augusta Landing".

Date: 04/03/2015

OWNER(S):

Signature:

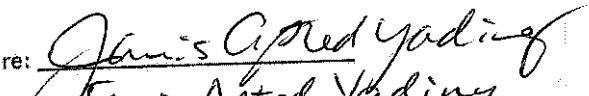
Print Name:


MASID YADING

Date: Mar. 2/15

Signature:

Print Name:


Janis Apted Yading

Unit No.: 17

**CONSENT TO
FIRST AMENDMENT
TO
AMENDED AND RESTATED CONDOMINIUM DECLARATION
FOR
AUGUSTA LANDING**

The undersigned, being the Owner(s) of the Condominium Unit in Augusta Landing identified below, approval the foregoing "First Amendment to Amended and Restated Declaration for Augusta Landing".

Date: 2/16/15

OWNER(S):

Signature: Debby Hodges

Print Name: DEBBY HODGES

Date:

Signature:

Print Name:

Unit No.: 15

OFFICE OF
STAN STANART
COUNTY CLERK, HARRIS COUNTY, TEXAS
CONDOMINIUM RECORDS OF COUNTY CLERK

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AUGUSTA LANDING CONDOMINIUM
DECLARATION RESTATED
FIRST AMENDMENT

THIS IS PAGE 5 OF 6 PAGES

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**CONSENT TO
FIRST AMENDMENT
TO
AMENDED AND RESTATED CONDOMINIUM DECLARATION
FOR
AUGUSTA LANDING**

The undersigned, being the Owner(s) of the Condominium Unit in Augusta Landing identified below, approval the foregoing "First Amendment to Amended and Restated Declaration for Augusta Landing".

Date: March 7, 2015

OWNER(S):

Signature: 

Print Name: Szu-Po (Schubert) Huang

Date: _____

Signature: _____

Print Name: _____

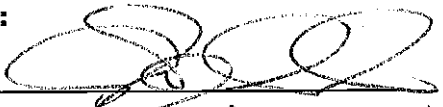
Unit No.: 21

**CONSENT TO
FIRST AMENDMENT
TO
AMENDED AND RESTATED CONDOMINIUM DECLARATION
FOR
AUGUSTA LANDING**

The undersigned, being the Owner(s) of the Condominium Unit in Augusta Landing identified below, approval the foregoing "First Amendment to Amended and Restated Declaration for Augusta Landing".

Date: 3-8-15

OWNER(S):

Signature: 

Print Name: Gloria Namer

Date: _____

Signature: _____

Print Name: _____

Unit No.: 19

**CONSENT TO
FIRST AMENDMENT
TO
AMENDED AND RESTATED CONDOMINIUM DECLARATION
FOR
AUGUSTA LANDING**

The undersigned, being the Owner(s) of the Condominium Unit in Augusta Landing identified below, approval the foregoing "First Amendment to Amended and Restated Declaration for Augusta Landing".

Date: 2-16-2015

OWNER(S):

Signature: Mary Helen Wiedenkopf

Print Name: Mary Helen Wiedenkopf

Date: _____

Signature: _____

Print Name: _____

Unit No.: 20

OFFICE OF
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COUNTY CLERK, HARRIS COUNTY, TEXAS
CONDOMINIUM RECORDS OF COUNTY CLERK

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AUGUSTA LANDING CONDOMINIUM
DECLARATION RESTATED
FIRST AMENDMENT

THIS IS PAGE 6 OF 6 PAGES

SCANNER Context IQ4400

ANY PROVISION HEREIN WHICH RESTRICT THE
SALE, RENTAL OR USE OF THE DESCRIBED
REAL PROPERTY BECAUSE OF COLOR OR RACE
IS INVALID AND UNENFORCEABLE UNDER
FEDERAL LAW

ANY PROVISION HEREIN WHICH RESTRICT THE SALE, RENTAL, OR USE OF THE
DESCRIBED REAL PROPERTY BECAUSE OF COLOR OR RACE IS INVALID AND
UNENFORCEABLE UNDER FEDERAL LAW

THE STATE OF TEXAS
COUNTY OF HARRIS

I hereby certify that this instrument was FILED in File Number Sequence on the date and at the time
stamped hereon by me, and was duly RECORDED in the Official Public Records of Real Property
of Harris County, Texas on

MAR 23 2015

Stan Stewart



COUNTY CLERK
HARRIS COUNTY, TEXAS

RECORDER'S MEMORANDUM

At the time of recordation, this instrument was found to be inadequate for the best photographic reproduction because of illegibility, carbon or photo copy, discolored paper, etc. All blackouts, additions and changes were present at the time the instrument was filed and recorded.