

2  
Amend  
L

**RENTAL AMENDMENT TO THE RESTATED  
COVENANTS AND RESTRICTIONS  
OF BAL HARBOUR**

100

RP-2022-246112  
05/10/2022 RP1 \$702.00

**THE STATE OF TEXAS           §  
  §  
COUNTY OF HARRIS         §**

This Rental Amendment to the Restated Covenants and Restrictions of Bal Harbour is made on the date hereinafter set forth, by those parties listed below on the attached Acknowledgement and Consent.

**WITNESSETH:**

WHEREAS, that certain document entitled RESTATED COVENANTS AND RESTRICTIONS OF BAL HARBOUR, which is dated May 3, 1978, and which governs all properties within Bal Harbour, was recorded in the Real Property Records of Harris County, Texas under Harris County Clerk’s File Number F587686;

WHEREAS that certain document entitled AMENDMENT TO RESTATED COVENANTS AND RESTRICTIONS OF BAL HARBOUR, replaced and superseded all prior Covenants and Restrictions for Bal Harbour and all previous amendments thereto and restatements thereof, and which was recorded in the Real Property Records of Harris County, Texas on July 11, 1986 under Harris County Clerk’s File Number K629277 (hereinafter referred to as the “Declaration”);

WHEREAS the Declaration was extended by that certain document entitled EXTENSION OF THE RESTATED COVENANTS AND RESTRICTIONS FOR THE BAL HARBOUR ASSOCIATION FOR ADDITIONAL TERMS, which was recorded in the Real Property Records of Harris County, Texas on August 27, 2010 under Harris County Clerk’s File Number

20100366977;

WHEREAS, Section 209.0041 of the Texas Property Code provides that the above described Declaration may be amended by an affirmative vote of sixty-seven percent (67%) of the total votes allocated to property owners entitled to vote on the amendment;

WHEREAS, the parties listed below on the attached Acknowledgement and Consent are owners of lots within Bal Harbour and represent not less than sixty-seven percent (67%) of the total votes allocated to property owners entitled to vote on amending the Declaration;

WHEREAS, it is the desire of parties listed below, and on the attached Acknowledgement and Consent documents and/or Ballots, to amend the Declaration by execution and/or adoption of this Rental Amendment to the Restated Covenants and Restrictions of Bal Harbour;

NOW, THEREFORE, the undersigned parties, being owners of not less than sixty-seven percent (67%) of the total votes allocated to property owners entitled to vote on amending the Declaration, whose signatures are attached hereto and incorporated herein by reference for all purposes, hereby adopt the following Rental Amendment to the Restated Covenants and Restrictions of Bal Harbour (the "Rental Amendment"). This Rental Amendment adds Article XV to the Declaration, and neither replaces nor supersedes any existing provisions of the Declaration. All existing provisions of the Declaration and prior amendments to the Declaration are hereby ratified and confirmed in all respects. This instrument is to become effective upon its recordation in the office of the County Clerk, Real Property Records of Harris County, Texas. All of the terms and provisions hereof shall run with the land and shall be binding upon all parties having and/or acquiring any right, title, or interest therein, or any part thereof, and shall inure to the benefit of each owner thereof.

## **AMENDMENT**

Article XV, is hereby added to the terms of the Declaration:

### **ARTICLE XV**

#### **RENTALS**

Section 1. Owners of Lots within Bal Harbour shall be permitted to rent/lease their Lots to members of the public only as hereinafter specified.

Section 2. There is not imposed any maximum rental/lease period. The minimum rental/lease period shall be not less than six (6) consecutive calendar months.

Section 3. All tenants shall be permitted to use the Common Properties as such term is defined within the Amendment to Restated Covenants and Restrictions of Bal Harbour (hereinafter referred to as the "Declaration").

Section 4. All tenants shall be subject to (and shall in all respects abide by) the terms and provisions of the Declaration, By-Laws, Rules and Regulations, Resolutions, other governing documents, and any and all pertinent revisions, amendments, and/or supplements thereto for The Bal Harbour Association which are in existence during the lease term. All contracts, rental agreements, and/or lease agreements shall incorporate the terms and provisions of the Declaration and all pertinent revisions, amendments, and/or supplements thereto, as if the same were set out within such lease document in full.

Section 5. Any tenant may be removed from the Common Properties, or otherwise have his/her rights and privileges to make use of the Common Properties revoked for violations of the Declaration, By-Laws, Rules and Regulations, Resolutions, other governing documents which are then in existence.

Section 6. In the event of a violation of the Declaration or other governing document by a tenant, the Association shall have the power to enforce said governing document against the tenant, as well as the property Owner.

Section 7. In the event that a tenant causes damage to the Common Properties, the respective tenant and Owner shall be liable to the Association for the cost of all necessary repairs/replacements or other loss caused by the tenant.

Section 8. The Association shall not be liable in the event that a tenant is injured while using the Common Properties, Boat Slips, or the property of the Owner. By renting his/her Lot, an Owner agrees to indemnify and hold harmless the Association from any loss or damages claimed by such tenant, arising out of, or related to the rental/lease.

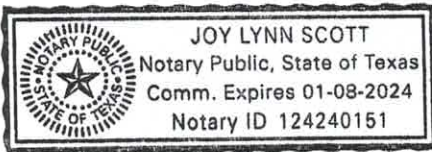
Section 9. Owners shall be required to comply with all state, federal, and local laws with respect to rentals/leases and shall be responsible for all applicable taxes.



State of Texas }  
                                  }  
County of Harris }

BEFORE ME, the undersigned authority, on this day personally appeared Gracia Lotz, President of The Bal Harbour Association, known to me to be the person and officer whose name is subscribed to the foregoing instrument, and acknowledged to me that he/she executed the foregoing instrument for the purposes and consideration therein expressed, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 2 day of May, 2022.

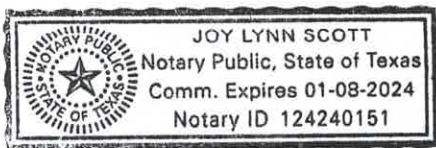


  
NOTARY PUBLIC - STATE OF TEXAS

State of Texas }  
                                  }  
County of Harris }

BEFORE ME, the undersigned authority, on this day personally appeared Lori Vaughn, Secretary of The Bal Harbour Association, known to me to be the person and officer whose name is subscribed to the foregoing instrument, and acknowledged to me that he/she executed the foregoing instrument for the purposes and consideration therein expressed, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 2 day of May, 2022.



  
NOTARY PUBLIC - STATE OF TEXAS

**CERTIFICATION OF VOTING RESULTS FOR  
RENTAL AMENDMENT TO THE RESTATED  
COVENANTS AND RESTRICTIONS  
OF BAL HARBOUR**

IN WITNESS WHEREOF, the undersigned President and Secretary of The Bal Harbour Association, have executed this Certification of Voting Results for the Rental Amendment to the Restated Covenants and Restrictions of Bal Harbour, on the date set forth and indicated next to their respective signatures. The undersigned hereby certify that the foregoing Rental Amendment to the Restated Covenants and Restrictions of Bal Harbour was approved by the affirmative vote of not less than sixty-seven percent of the total votes allocated to property owners entitled to vote on the amendment. The respective ballots are attached hereto and incorporated herein for all purposes.

ATTEST:

**THE BAL HARBOUR ASSOCIATION**

10R

BY: Tricia Lotz  
Signature of President

BY: Lori Vaughn  
Signature of Secretary

Print Name: Tricia Lotz

Print Name: Lori Vaughn

Date: 5/2/2022

Date: 5/5/2022

Ret  
Jreece Law Firm  
1020 Bay Area Blvd.  
Ste. 200  
Houston, TX 77058-  
2692

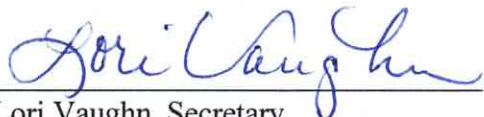
AFFIDAVIT REGARDING AUTHENTICITY OF DOCUMENTS  
AND  
CERTIFICATION OF VOTING RESULTS

STATE OF TEXAS            }  
  }  
COUNTY OF HARRIS        }        KNOW ALL MEN BY THESE PRESENTS:

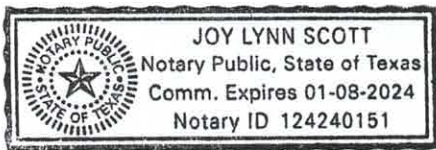
THAT the foregoing documents, entitled "Rental Amendment to the Restated Covenants and Restrictions of Bal Harbour", and the 163 ballot / consent pages attached to said Rental Amendment to the Restated Covenants and Restrictions of Bal Harbour are original documents and/or true, correct and complete photocopies of the original documents, ballots and consents which were adopted in connection with the development and administration of The Bal Harbour Association, a Texas Non-Profit Corporation, and all of the properties governed thereby. Such documents constitute a portion of the "dedicatory instrument", as such term is defined within Section 202.001(1) of the Texas Property Code. The foregoing ballot / consent pages represent more than sixty-seven percent (67%) of the total votes allocated to the property owners entitled to vote on amending the Declaration, and serve as evidence that the aforementioned Rental Amendment to the Restated Covenants and Restrictions of Bal Harbour was duly and properly adopted by the members of The Bal Barbour Association, and I hereby certify the affirmative results of such vote / consent. The foregoing documents are hereby filed/recorded in compliance with the mandate of Section 202.006 of the Texas Property Code.

All facts recited and statements made herein are true, correct and in all respects accurate."

**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 blockouts, additions and changes were present at the time the instrument was filed and recorded.

  
Lori Vaughn, Secretary  
The Bal Harbour Association

SUBSCRIBED AND SWORN TO BEFORE ME on this the 9 day of May, 2022.



  
NOTARY PUBLIC - STATE OF TEXAS

FILED FOR RECORD

12:13:30 PM

Tuesday, May 10, 2022



COUNTY CLERK, HARRIS COUNTY, TEXAS

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.

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

Tuesday, May 10, 2022



COUNTY CLERK  
HARRIS COUNTY, TEXAS