

**FIRST AMENDMENT TO THE
KINGS FOREST, SECTION THREE PROTECTIVE COVENANTS**

STATE OF TEXAS §
 §
COUNTY OF HARRIS §

This First Amendment to the Kings Forest, Section Three Protective Covenants (the "**Amendment**") is made on the date hereinafter set forth by the approval of at least sixty-seven percent (67%) of the total votes allocated to Owners entitled to vote in Kings Forest Community Association, Inc. (the "**Association**") and shall be effective as of the date of recording in the Real Property Records of Harris County, Texas.

WITNESSETH:

WHEREAS, the Kings Forest, Section Three Protective Covenants were originally recorded under Clerk's File No. G092165 of the Real Property Records of Harris County, Texas (the "**Protective Covenants**"); 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, the amendments to the Protective Covenants set forth below have been approved by the members of the Association entitled to cast at least sixty-seven percent (67%) of the total votes in the Association.

NOW THEREFORE, upon approval by at least sixty-seven percent (67%) of the total votes allocated to property owners in the Association, the Protective Covenants are hereby amended as follows:

AMENDMENTS:

Part I, Section 7.2 is hereby added to read as follows:

7.2. Each owner may, with approval from the Association and in accord with the Association's guidelines, hold an estate sale. An estate sale is defined as a one (1) time event, held in an orderly fashion, to sell all or nearly all the contents of a residence as the result of a serious illness, death, or other event that causes the resident(s) to need to move out of the residence in an expedited manner. An estate sale may be held for a maximum of two (2) consecutive days. One sign advertising the estate sale with a maximum area of 576 square inches may be placed at the site of the sale, only during the date(s) of the estate sale, plus no more than one (1) day prior to the sale.

RP-2023-122847

Part I, Section 7.3 is hereby added to read as follows:

7.3. No lot may be leased for transient or hotel purposes. For purposes of this Section 7.3, a lease of a lot for less than thirty (30) days is deemed to be the use of the lot for transient or hotel purposes. Each lease must be for a term of at least more than thirty (30) days. Only the entire lot may be leased. The lease of a room(s) or any other portion of a lot is prohibited. Each tenant is bound by and subject to all of the obligations under the Protective Covenants, Bylaws and the rules and regulations of the Association and all other properly adopted Association rules, regulations, and policies. An owner who leases his/her lot is not relieved from any obligation to comply with the provisions of these Protective Covenants by virtue of the lease and failure to do so shall be considered a default under the lease.

Part I, Section 14 is hereby amended and restated to read as follows:

14. No signs (including, but not limited to, commercial, and similar signs) may be erected or maintained on a lot if visible from a street in the subdivision or a neighboring lot, except: 1) street signs and such other signs as required by law, 2) political signs as permitted by state law and the Association's Political Sign Policy, 3) home security signs and school spirit signs if located within ten (10) feet of the residence, and 4) one (1) sign advertising the property for sale or rent. Signs may have one maximum dimension of twenty-four (24) inches, and a maximum area of 576 square inches. Signs shall not be permitted to be placed on common areas owned by the Association unless approved by the Board. The Association or its assignee shall have the right to remove any such sign, advertisement or billboard or structure which is placed on said lots without any liability for trespass or other tort in connection therewith or arising from such approval.

If any provision of this Amendment is found to be in conflict with the Protective Covenants, this Amendment will control. The Protective Covenants, as hereby amended, are in all ways ratified, confirmed, and remain in full force and effect.

Capitalized terms used herein have the same meanings as that ascribed to them in the Protective Covenants.

IN WITNESS WHEREOF, pursuant to the authority in §209.0041(h) of the Texas Property Code, this Amendment has been approved by the members of the Association entitled to cast at least sixty-seven percent (67%) of the total votes allocated to property owners in the Association.

IN WITNESS WHEREOF, this Amendment to the Protective Covenants is executed as of the 6 day of April, 2023.

Kings Forest Community Association, Inc.

By: Cyndy Brown

Printed Name: Cyndy Brown

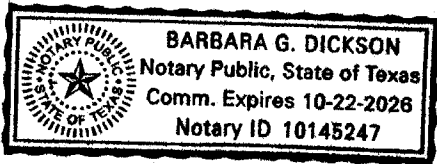
Title: Secretary

STATE OF TEXAS §
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BEFORE ME, the undersigned authority, on this day personally appeared Cyndy Brown, Secretary of Kings Forest Community 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 day of April, 2023.

Barbara G. Dickson
Notary Public -- State of Texas



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Pages 4
04/10/2023 08:23 AM
e-Filed & e-Recorded in the
Official Public Records of
HARRIS COUNTY
TENESHIA HUDSPETH
COUNTY CLERK
Fees \$26.00

RECORDERS MEMORANDUM

This instrument was received and recorded electronically and any blackouts, additions or changes were present at the time the instrument was filed and recorded.

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.



Teneshia Hudspeth
COUNTY CLERK
HARRIS COUNTY, TEXAS

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