

**FIRST AMENDMENT TO
DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS
OF
RUDDER POINTE**

STATE OF TEXAS §
 §
COUNTY OF BRAZOS §

This FIRST AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS OF RUDDER POINTE (this "First Amendment"), is made effective on the date of filing of this instrument in in the Official Records of Brazos County, Texas, by BORD, LLC, a Texas limited liability company.

FACTS

- A. Declaration of Covenants, Conditions and Restrictions of Rudder Pointe was recorded in Volume 15386, Page 40, Official Records, Brazos County, Texas (collectively, the "Declaration"), covering real property in Brazos County, Texas known as Rudder Pointe Subdivision and described more fully in the Declaration (the "Subdivision").
- B. Declarant has the exclusive right and authority to amend the Declaration at this time, and desires to amend the Declaration in the manner set out herein.
- C. Capitalized and uppercase terms used herein and without definition shall have the respective meanings ascribed to such terms in the Declaration.

AMENDMENT

The foregoing premises considered, the undersigned hereby declares that all of the Subdivision shall be held, sold, and conveyed subject to the Declaration, as amended or supplemented by the following additional restrictions, covenants and conditions for the purpose of protecting the value and desirability of the property in the Subdivision, which shall run with the real property subject to the Declaration, and which shall be binding on all parties having any right, title or interest in the property within the Subdivision or any part thereof, their heirs, successors, and assigns, and shall inure to the benefit of each Owner thereof, as follows:

- 1. Owners may lease a Lot, so long as occupants are leasing the entire property and Improvements comprising the Lot. Leasing a residential dwelling for residential purposes shall not be considered a "business" under the Declaration, provided the terms herein are satisfied. Leasing, under the Declaration, shall not permit short-term rentals for residential uses, parties or events. Examples of prohibited short-term rentals include but are not limited to (a) vacation rentals by owner (also known as "VRBO"), (b) rooming or boarding house uses, (c) "Airbnb" rental, (d) game-day housing, or (e) bed and breakfast rentals and such uses are prohibited. The term "game-day housing", as used herein, shall mean and refer to any situation understood to be temporary in relation to a

Texas A&M University activity or event (such as graduation, Ring Day, football or other sporting events, convocations or lecture series, by way of example and not limitation).

"Leasing" for the purposes of this First Amendment, is defined as occupancy of a Lot by any person other than the Owner, for which the Owner receives consideration or benefit, including, but not limited to, a fee, service, gratuity, or emolument.

"Short-term rentals" is defined as a Lease to tenants temporarily (less than ninety (90) days) or where the tenants do not intend to make the Lot or Improvement their primary residence.

All leases must be in writing and shall contain such required provisions as the Board may prescribe from time to time. All leases shall provide that they may be terminated in the event of a violation of the Declaration (as it may be amended from time to time) by an occupant or occupant's family, and the Board, in its sole discretion may require termination by the Owner and eviction of the occupant in such event. Rental or lease of the Lot and Improvements shall not relieve the Owner from compliance with the Declaration (as it may be amended from time to time).

It is not the intent of the provision to exclude from a Lot any individual who is authorized to so remain by any state or federal law. If it is found that this provision is in violation of any law, then this provision will be interpreted to be as restrictive as possible to preserve as much of the original provision as allowed by law.

- 2. To the extent of any conflict between this First Amendment and the Declaration, the provisions of this First Amendment will control. In every other respect, the Declaration is ratified and confirmed, and shall continue in full force and effect.

IN WITNESS WHEREOF, Declarant hereby executes this First Amendment by and through its authorized representative on the date first above written.

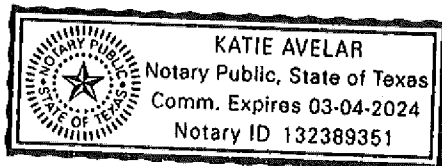
BORD, LLC, a Texas limited liability company

By: J. Stephen Arden
J. Stephen Arden, Manager

STATE OF TEXAS §

COUNTY OF BRAZOS §

This instrument was acknowledged before me on the 28th day of September, 2021, by J. Stephen Arden, Manager of BORD, LLC, a Texas limited liability company, on behalf of said limited liability company, in the capacity therein stated.



Katie Avelar
Notary Public, State of Texas

**Brazos County
Karen McQueen
County Clerk**

Instrument Number: 1447945
Volume : 17397
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" Examined and Charged as Follows: "

Total Recording: \$34.00

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

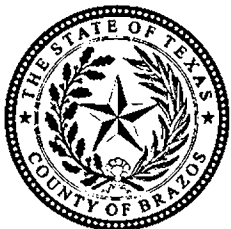
Any provision herein which restricts the Sale, Rental or use of the described REAL PROPERTY because of color or race is invalid and unenforceable under federal law.

File Information:

Document Number: 1447945
Receipt Number: 20210930000057
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5072 NORTH 300 WEST
PROVO UT 84604



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