

**FOURTH AMENDMENT TO THE
DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS
FOR
SANDY CREEK TOWNHOMES**

STATE OF TEXAS

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KNOW ALL MEN BY THESE PRESENTS:

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COUNTY OF NUECES

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This Fourth Amendment to the Declaration of Covenants, Conditions, and Restrictions for Sandy Creek Townhomes ("Fourth Amendment") by Sandy Creek Townhomes Home Owners Association, a Texas non-profit corporation, ("Association") for the hereinafter purpose, is to be effective as of the date this instrument is filed in the Official Public Records of Nueces County, Texas.

WITNESSETH:

WHEREAS, the Declaration of Covenants, Conditions, and Restrictions for Sandy Creek Townhomes, establishing the development known as Sandy Creek Townhomes, as recorded in Document No. 2018044000 of the Official Public Records of Nueces County, Texas, as amended by that First Amendment to the Declaration of Covenants, Conditions, and Restrictions for Sandy Creek Townhomes, recorded in Document No. 2019049967 of the Official Public Records of Nueces County, Texas; further amended by that Second Amendment to the Declaration of Covenants, Conditions, and Restrictions for Sandy Creek Townhomes, recorded in Document No. 2020025557 of the Official Public Records of Nueces County, Texas; and as further amended by that Third Amendment to the Declaration of Covenants, Conditions, and Restrictions for Sandy Creek Townhomes, recorded in Document No. 2021022603 of the Official Public Records of Nueces County, Texas (collectively "Declaration"); the Bylaws of Sandy Creek Townhomes Home Owners Association, recorded as Document No. 2018039587 of the Official Public Records of Nueces County, Texas ("Bylaws"); and all policies, rules, and regulations duly adopted by the Association from time to time (collectively, "Governing Documents") govern the Association and the Property as herein described ("Property"); and

WHEREAS, the Association has determined it is in the best interest of the Members of the Association to amend the general covenants to better define residential purposes, prohibit short-term rentals, and establish business and leasing guidelines; and

WHEREAS, this Fourth Amendment conforms with the authority of Article XI, Section 1 of the Declaration which grants the Owners the right to amend the Declaration upon a vote of sixty-seven percent (67%) of the total outstanding votes of the Association; and

WHEREAS, at a Special Called Meeting of Members convened on the 9TH day of FEBRUARY, 2023, a quorum was present in person or represented by proxy or absentee or electronic ballots, and by a vote of at least sixty-seven percent (67%) of the total outstanding votes of the Association this Fourth Amendment was approved.

NOW, THEREFORE, notwithstanding anything contained in the Declaration to the contrary, said Declaration is, pursuant to Article XI, hereby amended and supplemented as follows:

- I. Article IX GENERAL COVENANTS *Section 10. Uses Restrictions* shall be amended and supplemented as follows:

A. Section 1. **Activity** shall be deleted in its entirety and restated with the following:

1. Single-Family Residential Purposes. All Lots in the subdivision shall be used for single-family residential purposes only. The term “single-family residential purposes” as used herein shall be held and construed to exclude: any business, commercial, or industrial use; apartment house; boarding house; Bed & Breakfast; residence listed on, or rented or exchanged through, an online service or platform such as Airbnb, Vrbo (Vacation rentals by owner), HomeAway, HomeExchange, Intervac Home Exchange, Love Home Swap, CasaHop, or any company offering or facilitating similar services or platforms for short-term rentals, vacation rentals, weekend or special events rentals, or home exchanges; hospital clinic; professional uses; and, half-way house. Such excluded uses are hereby expressly prohibited, except an Owner or occupant of a Lot and/or Home may conduct business activities on or within a Lot and/or Home so long as: (i) such activity complies with all the applicable zoning ordinances (if any); (ii) the business activity is conducted without the employment of persons other than the Residents of the Home constructed on the Lot; (iii) the existence or operation of the business activity is not in any way visible, apparent, or detectable by sight (e.g., signs or other insignia identifying or advertising the business, the visible storage of materials, visible equipment used in the operation of the business), sound, or smell from outside the Home; (iv) the business activity does not involve door-to-door solicitation of Residents within the Property; (v) the business does not, in the Board of Directors’ judgment, generate a level of vehicular or pedestrian traffic or a number of vehicles parked within the Property which is noticeably greater than that which is typical of a single-family residence in which no business activity is being conducted; (vi) the business activity is consistent with the residential character of the Property and does not constitute a nuisance or a hazardous or offensive use or threaten the security or safety of other Residents of the Property as may be determined in the sole discretion of the Board of Directors; and, (vii) the business does not require the installation of any machinery or equipment other than that customary to normal household operations. The terms “business” and “trade,” as used in this provision, shall be construed to have their ordinary, generally accepted meanings and shall include, without limitation, any occupation, work, or activity undertaken on an ongoing basis which involves the provision of goods or services to persons other than the provider’s family, regardless of whether: the provider receives a fee, compensation, or other form of consideration; regardless of whether the activity engaged in is full or part-time; the activity is intended to or does generate a profit; or, a license is required.

Notwithstanding the preceding restriction for use of a Lot and/or Home as single-family residential purposes only as defined, this restriction shall not exclude from a Lot any individual who is authorized to so remain by any state or federal law (e.g., Fair Housing Act of 1988, Section 1; 42 U.S.C.A. Section 3601 et seq; Texas Fair Housing Act; or, Tex. Prop. Code Ann., Section 301.023 (Vernon 1995, supp. 2001)).

B. Section 12. **Leasing** shall be deleted in its entirety and restated with the following:

12. Leasing and Home Exchange. Leasing or exchanging of a Lot and/or Home (collectively “Leasing”) for a period of six (6) months or longer or a temporary lease between Seller and Buyer of a Lot and/or Home shall not be considered a business or trade within the meaning of Article IX, Section 1 above. Renting, Leasing, sub-leasing or exchanging of a Lot and/or Home or any part thereof, including but not limited to, swimming pools, for a period of less than six (6) months shall be considered a short-term

rental or home exchange and shall be strictly prohibited. A short-term rental or home exchange includes but is not limited to: apartment house; boarding house; Bed & Breakfast; residence listed on, or rented or exchanged through, an online service or platform such as Airbnb, Vrbo (Vacation rentals by Owner), HomeAway, HomeExchange, Intervac Home Exchange, Love Home Swap, CasaHop, or any company offering or facilitating similar services or platforms for short-term rentals, vacation rentals, weekend or special events rentals, or home exchanges.

All leases ("Lease") or exchange agreements (collectively "Lease") shall require, without limitation, that the tenant or lessee acknowledge receipt of a copy of the Declaration, as amended, any applicable Supplemental Declaration, and all duly adopted rules, regulations, and policies of the Association. The Lease shall also obligate and bind the tenant and occupants to comply with the foregoing Governing Documents. Any Lease that contains a termination provision that allows the tenant to terminate with notice within the first six (6) months shall be considered a short-term Lease and is prohibited. The Owner shall be responsible and held accountable for the tenant, lessee, and occupant and their compliance with this Article IX, Section 10.12 and all other terms and conditions contained in the Declaration and other Governing Documents. The Owner shall provide the Association a signed copy of the Lease within five (5) days of execution by the parties, including contact information for each occupant of the Home. Failure to do so shall be a violation of the Declaration or other Governing Documents. In the event a tenant, lessee, or occupant violates any of the terms and conditions of the Declaration or other Governing Documents of the Association, Owner, after receipt of notice from the Association, shall take such necessary action to cause the tenant, lessee, or occupant to comply with and conform to the applicable restrictions, rules, regulations, and policies contained in the Governing Documents of the Association. If Owner fails to do so, the Association may elect to proceed with enforcement remedies and Owner shall indemnify the Association for all costs, including reasonable attorney's fees, incurred by the Association in connection with the enforcement action. The costs shall be assessed and charged to the Owner's Lot subject to the enforcement action, as if it were an annual or special assessment, and shall be subject to the continuing lien upon the Lot against which such sums are due.

No "time-share plan" or any similar plan of fragmented or interval ownership of said single-family Home shall be permitted in the Property.

III. The definitions set forth in the Declaration are hereby incorporated by reference, unless said terms are otherwise defined, amended, or supplemented herein.

In the event of a conflict or discrepancy between the provisions in the Declaration and Bylaws with the provisions contained in this Fourth Amendment, the provisions herein shall control as to the Property subject of this Fourth Amendment.

Except as modified by this Fourth Amendment, all other terms and conditions of the Declaration and other Governing Documents shall remain in full force and effect.

[Signature on following page]

CERTIFICATE OF OFFICER

The undersigned certifies that the foregoing Fourth Amendment to the Declaration of Covenants, Conditions, and Restrictions for Sandy Creek Townhomes was duly approved and adopted by the Board of Directors of SANDY CREEK TOWNHOMES HOME OWNERS ASSOCIATION, and was approved and adopted by more than sixty-seven percent (67%) vote of a quorum of the Members at the Special Called Meeting of Members held on the 9th day of February, 2023, present in person or represented by proxy or absentee or electronic ballots. The undersigned has been authorized by the Board of Directors to execute and record this instrument. The undersigned further certifies that the foregoing Fourth Amendment to the Declaration of Covenants, Conditions, and Restrictions for Sandy Creek Townhomes constitutes a dedicatory instrument under TEX. PROP. CODE § 202.006 which applies to the operation of Sandy Creek Townhomes, located in Nueces County, Texas.

Signed this 9th day of February, 2023.

SANDY CREEK TOWNHOMES HOME OWNERS ASSOCIATION

By: Charles Benson
Name: Charles Benson
Title: President

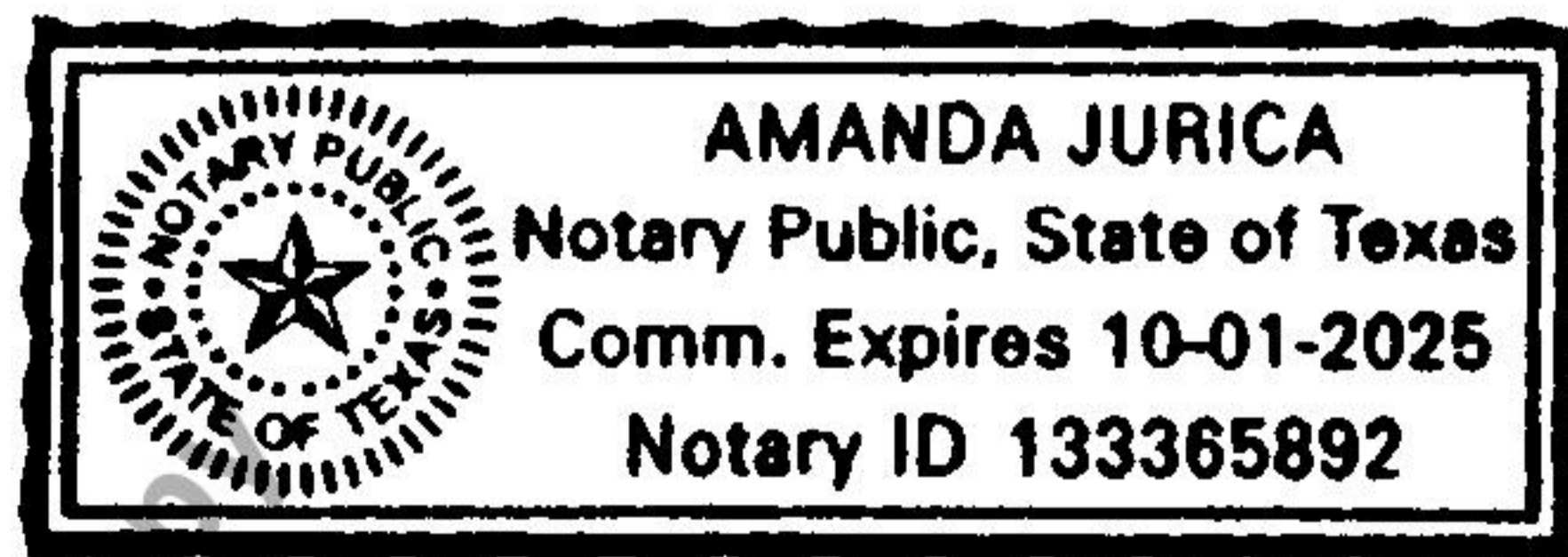
STATE OF TEXAS

COUNTY OF NUECES

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BEFORE ME, a notary public, on this day personally appeared CHARLES BENSON known to me to be the President of the Board of Directors of the SANDY CREEK TOWNHOMES HOME OWNERS ASSOCIATION, And the person whose name is subscribed to the foregoing document and being first duly sworn, declared, and acknowledged that the statements herein contained are true and correct.

Given under my hand and seal of office on the 9th day of FEBRUARY, 2023.



Amanda Jurica
Notary Public, State of Texas

AFFIDAVIT IN COMPLIANCE WITH SECTION 202.006
OF THE TEXAS PROPERTY CODE

THE STATE OF TEXAS §
 §
COUNTY OF NUECES §

BEFORE ME, the undersigned authority, on this day personally appeared PATRICIA WILDE, who, being by me duly sworn according to law, stated the following under oath:

“My name is PATRICIA WILDE. I am fully competent to make this Affidavit. I have personal knowledge of the facts stated herein, and they are all true and correct.

Symmetry Commercial Management is the Managing Agent of Sandy Creek Townhomes Home Owners Association (the “Association”). Symmetry Commercial Management is the custodian of the records for the Association, and I have been authorized by the Association’s Board of Directors to sign this Affidavit.

The Association is a “property owners’ association” as that term is defined in *TEX. PROP. CODE* § 202.001. The Association’s jurisdiction includes, but may not be limited to, the property in Nueces County, Texas subject to:

That certain subdivision known as Sandy Creek Townhomes, being the property identified and referenced in the Declaration of Covenants, Conditions and Restrictions for Sandy Creek Townhomes and for Sandy Creek Townhomes Home Owners Association, as recorded in Document No. 2018044000, Official Public Records of Nueces County, Texas and all amendments, supplements and annexations thereto (collectively, “Declaration”); and the Bylaws of the Association, recorded as Document No. 2018039587 of the Official Public Records of Nueces County, Texas, (“Bylaws”).


Attached hereto is the original of, or true and correct copy of, the following dedicatory instrument(s), including known amendments or supplements thereto, governing the Association, which instruments have not previously been recorded:

*Sandy Creek Townhomes Home Owners Association
Resolution Approving Fourth Amendment to the Declaration of Covenants,
Conditions, and Restrictions for Sandy Creek Townhomes*

The documents attached hereto are subject to being supplemented, amended, or changed by the Association. Any questions regarding the dedicatory instruments of the Association may be directed to the Association at:

Symmetry Commercial Management
Attn: Transactions
302 Rosebud Ave.
Corpus Christi, Texas 78404
(361)452-3648 Office
admin@symmetry-cm.com

Signed on this the 9th day of February, 2023.


Patricia Wilde
Symmetry Commercial Management, LLC
Managing Agent

VERIFICATION

THE STATE OF TEXAS

COUNTY OF NUECES

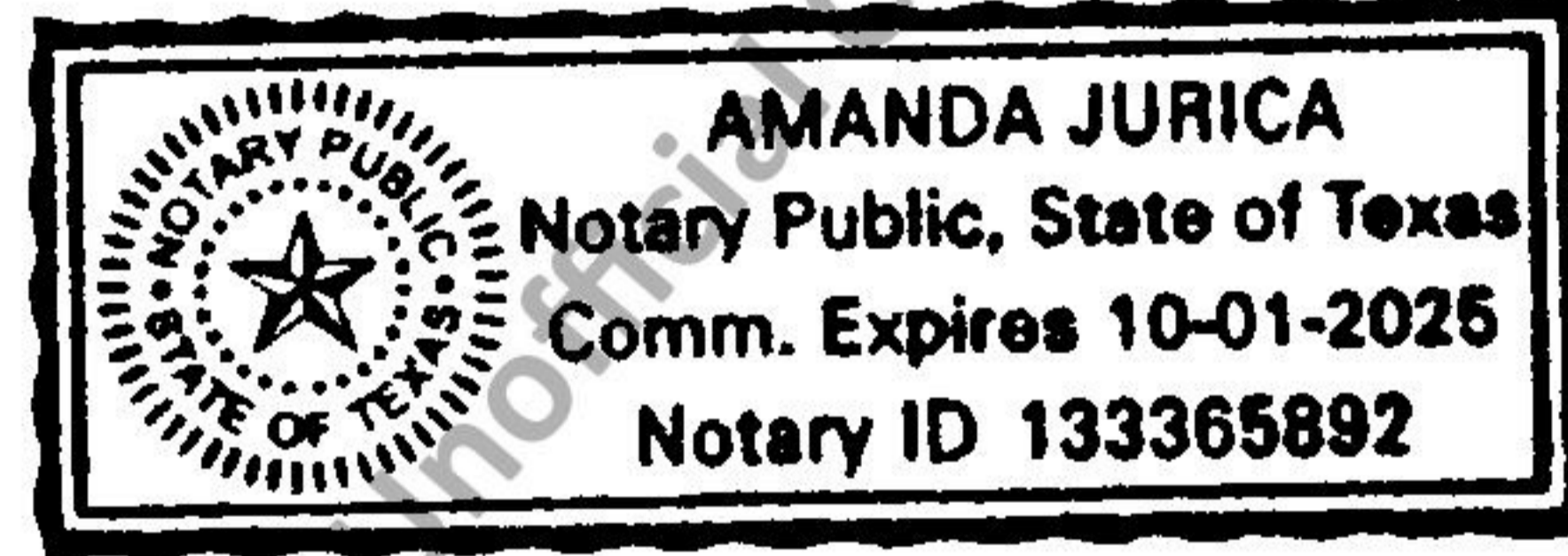
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BEFORE ME, the undersigned authority, on this day personally appeared Patricia Wilde, of Symmetry Commercial Management, the Managing Agent of Sandy Creek Townhomes Home Owners Association, Inc., who, after being duly sworn, acknowledged, and stated under oath that she has read the above and foregoing Affidavit and that every factual statement contained therein is within his personal knowledge and is true and correct.

ACKNOWLEDGED, SUBSCRIBED AND SWORN TO BEFORE ME, a Notary Public, on this the 9th day of FEBRUARY, 2023.


NOTARY PUBLIC, STATE OF TEXAS

After Recording, Return To:
Michael B. Thurman
Thurman & Phillips, P.C.
4093 De Zavala Road
Shavano Park, Texas 78249



**SANDY CREEK TOWNHOMES HOME OWNERS ASSOCIATION, INC.
RESOLUTION REGARDING
FOURTH AMENDMENT TO THE DECLARATION**

STATE OF TEXAS

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KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF NUECES

WHEREAS, the Board of Directors of Sandy Creek Townhomes Home Owners Association (“Association”) is the established governing body of the properties (“Sandy Creek Townhomes”) identified and referenced in the Declaration of Covenants, Conditions, and Restrictions for Sandy Creek Townhomes and for Sandy Creek Townhomes Home Owners Association, as recorded in Document No. 2018044000 of the Official Public Records of Nueces County, Texas and all amendments, supplements and annexations thereto (“Declaration”); and

WHEREAS, in accordance with the duties and responsibilities imposed by the Declaration, the Bylaws of the Association, and the policies, rules and regulations duly adopted by the Association (collectively, “Governing Documents”), the Board of Directors of the Association is charged with the duty of making, establishing and promulgating, in its discretion, policies, rules and regulations for the interpretation and enforcement of the Governing Documents for the use and enjoyment of properties in Sandy Creek Townhomes; and

WHEREAS, it has been determined by the Board of Directors that it is necessary to approve the form of the Fourth Amendment to the Declaration of Covenants, Conditions, and Restrictions for Sandy Creek Townhomes (“Fourth Amendment”) as permitted by the Governing Documents, including but not limited to, amendment of Article IX, Section 10 Uses to better define residential purposes and to establish business and leasing guidelines to prohibit short-term rentals.

THEREFORE, BE IT RESOLVED:

The Fourth Amendment to the Declaration attached hereto as Exhibit “A”, by unanimous vote of the Board of Directors of the Association, was approved for presentment for vote by the Members of the Association at a Special Meeting of Members.

This Resolution Regarding Fourth Amendment to Declaration is adopted this 9th day of February, 2023, by the Board of Directors of Sandy Creek Townhomes Home Owners Association.

**SANDY CREEK TOWNHOMES HOME OWNERS
ASSOCIATION, INC.**

By: Charles L. Benson, Jr.
Name: Charles L. Benson, Jr.
Its: President



VG-51-2023-2023005653

Nueces County
Kara Sands
Nueces County Clerk

Instrument Number: 2023005653

Official Public Records

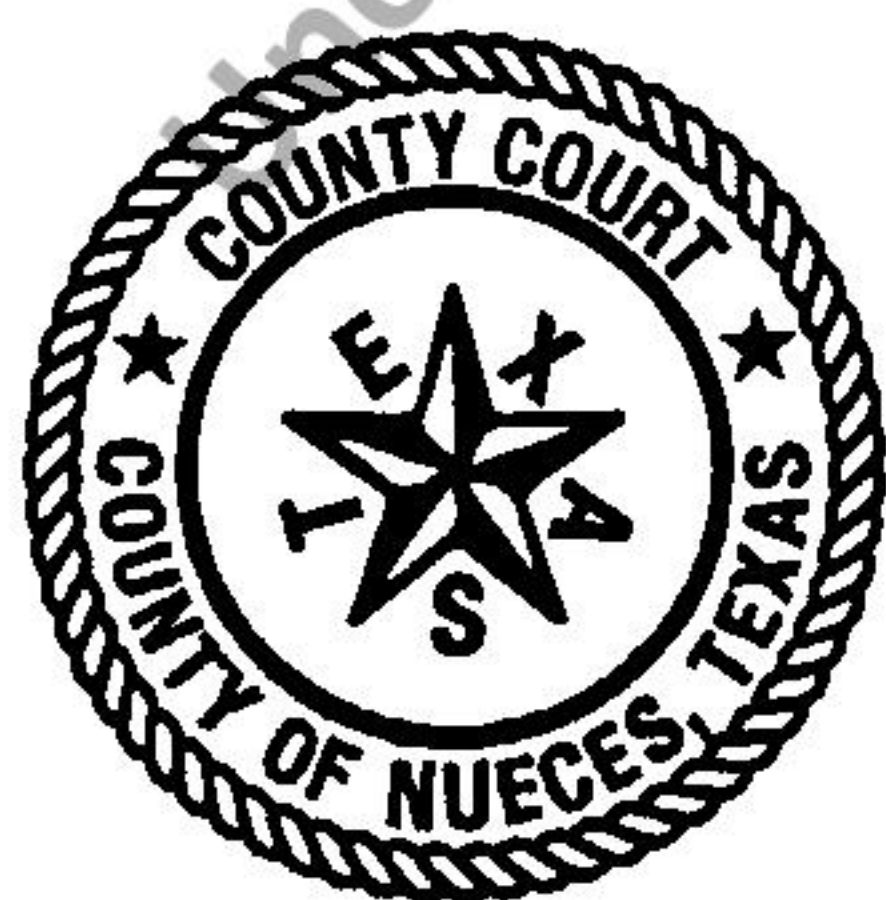
AMENDMENT

Recorded On: February 17, 2023 12:26 PM

Number of Pages: 8

" Examined and Charged as Follows: "

Total Recording: \$45.00



STATE OF TEXAS
Nueces County

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 Records of Nueces County, Texas

Kara Sands
Nueces County Clerk
Nueces County, TX

***** 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: 2023005653
Receipt Number: 20230217000085
Recorded Date/Time: February 17, 2023 12:26 PM
User: Lisa C
Station: CLERK01

Record and Return To:

SANDY CREEK TOWNHOMES