

**FIRST AMENDMENT
TO
RESTRICTIVE COVENANTS
APPLICABLE TO WHIFFLETREE V**

THE STATE OF TEXAS §
 §
COUNTY OF COLLIN §

WHEREAS, Whiffletree V, a subdivision located in Collin County, Texas ("Addition") is subject to and governed by that certain instrument entitled Restrictive Covenants Applicable to Whiffletree V, recorded under Volume D, Page 142, et seq. in the Official Public Records of Collin County, Texas, as same has been or may be amended from time to time, including any supplements or additions thereto ("Restrictive Covenants");

WHEREAS, Section 25 of the Restrictive Covenants states that the Restrictive Covenants may be amended, altered, or modified by approval of the owners of seventy-five percent (75%) of the total number of lots contained in the Addition;

WHEREAS, in accordance with the foregoing requirement, owners of at least seventy-five percent (75%) of the total lots in the Addition have approved this First Amendment to Restrictive Covenants, as evidenced by the ballots attached hereto and incorporated herein as **Exhibit A**.

NOW, THEREFORE, the Restrictive Covenants are hereby amended as follows:

Section 23, entitled "Enforcement" is hereby amended and restated to read as follows:

23. Enforcement. If the parties hereto, or any of them, or the heirs, grantees, successors or assigns shall violate or attempt to violate the Restrictive Covenants, it shall be lawful for any person or persons owning any real property situated in the Addition, or Whiffletree V, VI, & VII Homeowners Association, Inc. ("Association") to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any such Restrictive Covenants, either to prevent him or them from so doing or to recover damages or other dues for such violations.

Section 30, entitled "Residential Use Only", is hereby added to the Restrictive Covenants as follows:

30. Residential Use Only. Each owner shall use his lot and the dwelling on his lot for single family residential purposes only. As used herein, the term "**single family residential purposes**" shall specifically prohibit, without limitation, the use of the lot or any structure thereon for any business, professional or other commercial activity of any type, unless such business, professional or commercial activity is unobtrusive and merely incidental to the primary use of the lot (such as home offices that meet the definition of

“unobtrusive” as set forth below) and the dwelling on the lot for residential purposes. As used herein, the term “**unobtrusive**” means, without limitation, that there is no business, professional or commercial related sign, logo or symbol displayed on the lot; there is no business, professional or commercial related sign, logo or symbol displayed on any vehicle on the lot; there are no clients, customers, employees or the like who go to the lot for any business, professional or commercial related purpose on any regular basis; and the conduct of the business, professional, or commercial activity is not otherwise apparent by reason of noise, odor, vehicle and/or pedestrian traffic and the like.

Section 31, entitled “Leases”, is hereby added to the Restrictive Covenants as follows:

31. Leases. The term “**lease**” as used herein means the occupancy of a lot or dwelling by any person other than the owner, for which the owner receives any consideration or benefit, including, but not limited to, a fee, service, gratuity, or emolument. An owner may lease his or her lot, provided that:

- (a) The lease is for the entire lot, including all land and improvements comprising the lot and dwelling;
- (b) The lease is for single family residential purposes only, as defined in Section 30 of these Restrictive Covenants;
- (c) Only one (1) lease is allowed per lot at any given time;
- (d) The term of the lease is no less than thirty (30) days;
- (e) The owner and the occupants intend for the occupants to remain on the lot for the entire term of the lease;
- (f) Sub-leases are not permitted;
- (g) The lease is in writing; and
- (h) The lease complies with all dedicatory instruments applicable to the Addition.

A short-term lease or house exchange for a term of less than thirty (30) days, sub-leases, temporary or transient housing, hotel, motel, vacation rental, AirBnB, VRBO, and bed and breakfast will each be considered a business use and are expressly prohibited.

The Restrictive Covenants do not preclude: (i) an institutional lender from leasing a lot or dwelling upon taking title following foreclosure of its security interest in the lot or upon acceptance of a deed in lieu of foreclosure, (ii) the seller or transferor of a lot from leasing back the lot for a period of time after the closing of the sale or transfer of such lot, or (iii) leasing of a lot

or dwelling on a month-to-month basis after the expiration of a lease in compliance with this Section to the occupant who executed the original lease.

A lease will not relieve the owner from compliance with the Restrictive Covenants or any dedicatory instruments applicable to the Addition.

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

Unless otherwise provided herein, capitalized terms used herein have the same meanings as that ascribed to them in the Restrictive Covenants.

Except as amended herein, all provisions in the Restrictive Covenants remain unchanged and in full force and effect.

[The remainder of this page has been left intentionally blank.]

CERTIFICATE OF THE ASSOCIATION'S PRESIDENT

I am the duly elected, qualified, and acting President of Whiffletree V, VI, & VII Homeowners Association, Inc., and I hereby certify that the foregoing First Amendment to Restrictive Covenants was approved by owners of at least seventy-five percent (75%) of the lots in Whiffletree V, as evidenced by the ballots attached hereto as **Exhibit A**, to be effective upon recording in the Official Public Records of Real Property of Collin County, Texas.

TO CERTIFY which witness my hand this the ____ day of _____, 2021.

**WHIFFLETREE V, VI, & VII HOMEOWNERS
ASSOCIATION, INC.**

By: _____

Printed: _____

Its: President

THE STATE OF TEXAS §
 §
COUNTY OF COLLIN §

BEFORE ME, the undersigned notary public, on this ____ day of _____, 2021 personally appeared _____, President of Whiffletree V, VI, & VII Homeowners Association, Inc., known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he/she executed the same for the purpose and in the capacity therein expressed.

Notary Public in and for the State of Texas

Exhibit A

Executed Ballots

[See attached.]