

**FIRST AMENDMENT
TO THE
DECLARATION OF COVENANTS, CONDITIONS, ASSESSMENTS, CHARGES,
SERVITUDES, LIENS, RESERVATIONS AND EASEMENTS (SINGLE FAMILY)**

STATE OF TEXAS §
 §
COUNTY OF MONTGOMERY §

This First Amendment to the Declaration of Covenants, Conditions, Assessments, Charges, Servitudes, Liens, Reservations and Easements (Single Family) (the "**Amendment**") is made on the date hereinafter set forth by the approval of the Owners of at least fifty-one percent (51%) of the total votes of Wedgewood Property Owners Association, Inc. (the "**Association**"), and shall be effective as of the date of recording in the Real Property Records of Montgomery County, Texas.

WITNESSETH:

WHEREAS, Wedgewood Development, as Declarant, executed that certain Declaration of Covenants, Conditions, Assessments, Charges, Servitudes, Liens, Reservations and Easements (Single Family) (the "**Declaration**") which was filed of record under Clerk's File No. 8408127, in the Official Public Records of Real Property of Montgomery County, Texas; and

WHEREAS, §209.0041(h) of the Texas Property Code provides that a declaration may be amended only by a vote of 67 percent (67%) of the total votes allocated to property owners entitled to vote on the amendment of the declaration; and

WHEREAS, §209.0042(h-1) of the Texas Property Code provides if the declaration contains a lower percentage than prescribed by Subsection (h), the percentage in the declaration controls; and

WHEREAS, Article 17, Section 17.2 of the Declaration provides that the Declaration may be amended in whole or in part at any time by the affirmative vote of fifty-one percent (51%) of the total votes of the Association; and

WHEREAS, the amendment to the Declaration set forth below has been approved by the Owners of at least fifty-one percent (51%) of the total votes of the Association.

NOW THEREFORE, upon approval of the Owners of at least fifty-one percent (51%) of the total votes of the Association, the Declaration is hereby amended as follows:

AMENDMENTS:

Article 16, Section 16.1.19 titled "Leasing" is hereby added to read as follows:

16.1.19 LEASING. "Tenant" shall mean a person(s) who is authorized by a Lease to occupy a Lot or any portion of a Lot. Tenant includes any person(s) who occupies a Lot whether or not the person's name is on the Lease. "Lease" shall mean any agreement between a Lot Owner and a Tenant(s), or between any Tenant and another Tenant or sub-Tenant, that establishes the terms, conditions, rules or other provisions regarding the use and occupancy of a Lot. "Lot" means Lot as defined in the Declaration and any improvement existing on a Lot.

No Lot may be leased for transient or hotel purposes. For purposes of this Section 16.1.19, a Lease of a Lot for less than six (6) consecutive months is deemed to be the use of the Lot for transient or hotel purposes. However, the Lease of a Lot on a month-to-month basis at the end of a Lease of six (6) months or longer shall be permitted when the Lease is with the same Tenant. Additionally, the Board, in its sole discretion, shall have the authority to approve a lease term for less than six (6) months on a case-by-case basis for requests, including but not limited to, hardships and lease back scenarios relating to the sale of a Lot. The Lease of a Lot for use as transient housing, including but not limited to, hotel, motel, tourist home, tourist house, tourist court, lodging house, inn, rooming house, boarding homes, bed and breakfast, party venue, meeting venue, vacation rental, or other short-term rental uses, including through the use of entities such as or similar to "Airbnb", "HomeAway", or "VRBO," is expressly prohibited. The Board shall have sole discretion to determine whether a particular use of all or a portion of a Lot constitutes a violation of this Section 1.1. Only the entire Lot may be leased. The Lease of a room(s) or any other portion of a Lot is prohibited.

Article 21, Section 21.13 titled "Enforcement of the Covenants" is hereby amended and restated to read as follows:

21.13 ENFORCEMENT OF THE COVENANTS. The Association may enforce the Declaration, but the failure to enforce any particular restrictive covenant on a particular violation shall not be deemed a waiver of that restrictive covenant. The Association may exercise any right or privilege given to it expressly by the provisions in this Declaration or its Articles of Incorporation or Bylaws, or reasonably implied from or reasonably necessary to effectuate any such right or privilege. All rights and powers of the Association may be exercised by the Board of Directors without a vote of the membership except where any provision in this Declaration, Articles of Incorporation, Bylaws or applicable law specifically requires a vote of the membership. If notice and an opportunity to be heard are given as provided by law, the Association is entitled to impose reasonable fines for violations of the provisions in this Declaration or any other governing

document of the Association and to collect reimbursement of actual attorney's fees and other reasonable costs incurred by it relating to violations of the provisions in this Declaration or any other governing document of the Association. Such fines, fees and costs will be added to the Owner's assessment account, secured by the lien established in Article 8 of the Declaration, and collected in the manner provided in Article 9 of this Declaration. In the event any one or more persons, firms, corporations or other entities violate or attempt to violate any of the provisions in this Declaration or any other governing document of the Association, each Owner, lessee or other occupant of a Lot within the subdivision, may institute and prosecute any proceeding at law or in equity to abate, preempt or enjoin any such violation or attempted violation or to recover monetary damages caused by such violation or attempted violation.

The Board may institute, defend, settle or intervene on behalf of the Association in litigation, administrative proceedings, binding or non-binding arbitration or mediation in matters pertaining to: (a) Common Area or other areas in which the Association has or assumes responsibility pursuant to the provisions of this Declaration, (b) enforcement of this Declaration and other governing documents of the Association, or (c) any other civil claim or action. However, no provision in this Declaration or the Articles of Incorporation or Bylaws will be construed to create any independent legal duty to institute litigation on behalf of or in the name of the Association.

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

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

IN WITNESS WHEREOF, pursuant to the authority in §209.0041(h) of the Texas Property Code, this Amendment has been approved by the Owners of at least fifty-one percent (51%) of the total votes of the Association.

IN WITNESS WHEREOF, this First Amendment to the Declaration is executed as of the 12 day of November, 2025

Wedgewood Property Owners Association, Inc.

By: Russell S. Mosko

Printed Name: Russell S. Mosko

Title: President

STATE OF TEXAS

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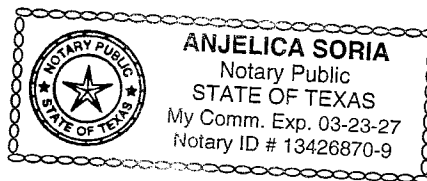
COUNTY OF MONTGOMERY

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BEFORE ME, the undersigned authority, on this day personally appeared Russell S. Mrosko, President of Wedgewood Property Owners 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 12 day of November, 2025.

Anjelica Soria
Notary Public -- State of Texas



E-FILED FOR RECORD

11/14/2025 03:43PM



L. Brandon Steinmann

County Clerk,
Montgomery County, Texas

STATE OF TEXAS,
COUNTY OF MONTGOMERY

I hereby certify that this instrument was e-filed in the file number
sequence on the date and time stamped herein
by me and was duly e-RECORDED in the Official Public
Records of Montgomery County, Texas.

11/14/2025



L. Brandon Steinmann

County Clerk,
Montgomery County, Texas