



*Grand Harbor Property Owners Association*  
**Section 5 Short Term Rental Policy**

We, the undersigned, do hereby certify:

That we are the duly elected and authorized Secretary and President of the Grand Harbor Property Owners Association, Inc., a Texas Non-Profit Corporation;

That the foregoing Resolution was duly adopted by formal action of the Board of Directors on the 24<sup>th</sup> day of FEBRUARY, 2023.

By: [Signature]  
(FIRST NAME, LAST NAME. Secretary)

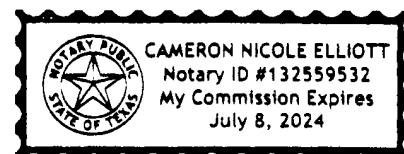
By: [Signature]  
(FIRST NAME, LAST NAME. President)

THE STATE OF TEXAS §  
COUNTY OF MONTGOMERY §

THIS INSTRUMENT was acknowledged before me on the 24 day of February, 2023 by Bradley Schaak, Secretary and Mark Dearing, President, of GRAND HARBOR PROPERTY OWNERS ASSOCIATION, a Texas non-profit corporation, known to me to be the persons whose names are subscribed to the foregoing instrument, and acknowledged to me that they executed the same for the purposes therein expressed and in the capacities therein expressed.

[Signature]  
Notary Public – State of Texas

After filing, mail to:  
Grand Harbor POA  
18956 Freeport Dr, Suite A  
Montgomery TX 77352



**SECOND AMENDMENT  
TO  
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS  
OF  
GRAND HARBOR SECTION V**

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**THE STATE OF TEXAS           §  
  §  
COUNTY OF MONTGOMERY   §**

WHEREAS, SJ Development, Inc., as Declarant, caused that certain instrument entitled "Declaration of Covenants, Conditions and Restrictions of Grand Harbor Section V (the "**Declaration**") to be recorded in the Official Public Records of Real Property of Montgomery County, Texas under Clerk's File No. 2002-103569, which Declaration imposed various covenants, conditions and restrictions upon certain property in Montgomery County, Texas, which is known as Grand Harbor Section V, as more fully described in Cabinet S, Sheets 101/105, inclusive, of the Map Records of Montgomery County, Texas; and

WHEREAS, the Declaration was amended by the "Amendment to the Declaration of Covenants, Conditions and Restrictions of Grand Harbor, Section V" recorded in the Official Public Records of Real Property of Montgomery County, Texas under Clerk's File No. 2014021404; and

WHEREAS, Article IX of the Declaration provides that it may be amended only at the end of 40 years from the date the Declaration is recorded by an instrument signed by a majority of the then Owners of the Lots; and

WHEREAS, Section 209.0041(h) of the Texas Property Code ("**Code**") provides that a declaration may be amended only by a vote of sixty-seven percent (67%) of the total votes allocated to property owners entitled to vote on the amendment to the declaration, unless the declaration contains a lower percentage, in which case the lower percentage controls; and

WHEREAS, Section 209.0041(h) of the Code controls over Article IV of the Declaration because 40 years have not elapsed since the date the Declaration was recorded on October 2, 2002; and

WHEREAS, reference is hereby made to the Declaration for all purposes, and any and all capitalized terms used herein shall have the meanings set forth in the Declaration, unless otherwise specified in this Second Amendment; and

WHEREAS, Owners representing not less than sixty-seven percent (67%) of the total votes allocated to the Owners entitled to vote desire to amend the Declaration in the manner set forth below.

NOW, THEREFORE, Owners representing not less than sixty-seven percent (67%) of the total votes allocated to the Owners amend the Declaration as follows:

**Article III, Section 1 entitled “Land Use and Building Type” is hereby amended to add the following Section 31 as follows:**

**Section 31.            RENTING OR LEASING**

**(a) Definitions**

- i.        “Tenant” shall mean a person who is authorized by a Lease to occupy a Residential Dwelling and/or Lot to the exclusion of others.
- ii.       “Lease” means any agreement between an Owner and Tenant that establishes or modifies the terms, conditions, rules, or other provisions regarding the use and occupancy of a Residential Dwelling and/or Lot for which the Owner receives any consideration or benefit, including, but not limited to, a fee, service, gratuity or emolument.

**(b) Renting or Leasing**

- i.        A Residential Dwelling and/or Lot may only be leased for single-family residential purposes (“Single-Family Residential Purposes”). A Lease for a Single-Family Residential Purpose **does not** include a Lease to Tenants temporarily or where the Tenants do not intend to make the Residential Dwelling and/or Lot their permanent home.
- ii.       Single-Family Residential Purpose **does not** include a Lease of a Residential Dwelling and/or 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,” which uses are expressly prohibited. The Board shall have sole discretion to determine whether a particular use of all or a portion of a Residential Dwelling and/or Lot constitutes a violation of this subsection.
- iii.       Single-Family Residential Purpose **does** include a Lease of a Residential Dwelling and/or Lot for use as permanent housing.

**(c) Term of Lease.** A Lease shall not permit rental of the Residential Dwelling and/or Lot for any period less than one hundred eighty (180) consecutive and guaranteed days.

**(d) Single Family Residence.** Any Residential Dwelling and/or Lot that is leased shall be leased only in its entirety; separate beds, rooms, floors, or other areas and structures, including but not limited to a garage,

outbuilding, accessory building, or other similar structure, within a Residential Dwelling and/or Lot may not be separately leased. Subleasing is prohibited.

- (e) Copy of the Lease. All Leases shall be written; no oral Leases shall be permitted. The Board shall have the authority to request a copy of the Lease at any time. Within ten (10) days of entering into a Lease, Owners shall complete a "Tenant Information Form" providing information about the tenants. The "Tenant Information Form" will be made available by the Association's managing agent.
- (f) Tenants Bound. All provisions of the Dedicatory Instruments (as same is defined in the Texas Property Code) applicable to the Property and Owners, shall also apply to all Tenants, which shall include the single family occupying the Residential Dwelling and/or Lot, their guests and invitees. Every Owner shall cause all Tenants to comply with the Dedicatory Instruments, and every Owner shall be responsible for all violations, losses, or damages caused by a Tenant, notwithstanding the fact that such Tenant is jointly and severally liable and may be sanctioned for any violation. In addition to all other remedies available to the Association in the event of a violation by a Tenant, the Association may require that the Tenant be removed from and not be allowed to return to the subdivision and/or that any lease, agreement or permission given allowing the Tenant to be present be terminated.
- (g) Dwellings and/or Homesites occupied by an immediate family member of the Owner shall be excluded from application of this section. Immediate family members are parents, siblings, or children of an Owner.
- (h) Rules and Regulations. The Board of Directors has the authority to adopt reasonable rules and regulations related to leasing.

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

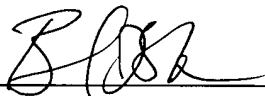
**CERTIFICATION**

I hereby certify that, as Secretary of Grand Harbor Property Owners Association on Lake Conroe and pursuant to the authority in the Texas Property Code, this Second Amendment was approved by at least sixty-seven percent (67%) of the Owners entitled to vote.

IN WITNESS WHEREOF, this Second Amendment to the Declaration is executed as of the 24<sup>th</sup> day of FEBRUARY, 2023

**GRAND HARBOR PROPERTY OWNERS  
ASSOCIATION ON LAKE CONROE**

a Texas non-profit corporation

By: 

Print Name: BRADLEY D. SCHANK  
SECRETARY

STATE OF TEXAS

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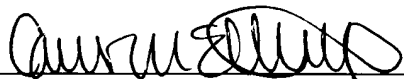
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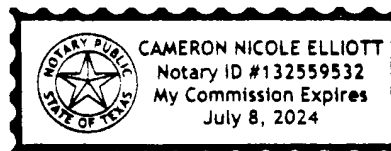
COUNTY OF MONTGOMERY

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BEFORE ME, on this day personally appeared Bradley Schank, the Secretary of Grand Harbor Property Owners Association on Lake Conroe., known by me to be the person whose name is subscribed to this instrument, and acknowledged to me that s/he executed the same for the purposes herein expressed, in the capacity herein stated, and as the act and deed of said corporation.

Given under my hand and seal this the 24 day of February, 2023

  
Notary Public – State of Texas



**After Recording, Return To:**

Sipra S. Boyd  
Roberts Markel Weinberg Butler Hailey PC  
2800 Post Oak Blvd., 57<sup>th</sup> Floor  
Houston, TX 77056  
File No. 6057-00001

FILED FOR RECORD  
02/27/2023 03:20PM



*L. Brandon Steinmann*

County Clerk  
Montgomery County, Texas

STATE OF TEXAS,  
COUNTY OF MONTGOMERY

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

02/27/2023



*L. Brandon Steinmann*

County Clerk  
Montgomery County, Texas