

DOC#
10339
AMENDMENT TO RESTRICTIONS
for
BRIDGEVIEW SUBDIVISION, SECTION ONE

THE STATE OF TEXAS §
 §
COUNTY OF POLK §

WHEREAS, an instrument (the "Restrictions") was recorded in the Official Public Records of Real Property of Polk County, Texas on May 17, 1985, in Volume 495, Page 693, *et seq.*, which Restrictions impose various restrictions on the improvement, use and sale of the property described as:

Bridgeview, Section One (1), a subdivision in Polk County, Texas according to the map or plat thereof recorded in Volume 9, Pages 20-21 of the Plat Records of Polk County, Texas (the "Subdivision");

and,

WHEREAS, paragraph 1 of the Restrictions under the section entitled "Restrictions" provides that the covenants run with the land and shall be binding upon all parties until November 1, 2010, at which time said covenants automatically extend for successive periods of ten (10) years, unless an instrument signed by a majority of the then owners of the tract has been recorded, agreeing to change said covenants in whole or in part; and

WHEREAS, a document entitled Amended and Restated Reservations and Restrictions for Bridgeview Subdivision Polk County, Texas (the "Amended Restrictions") was filed at Volume 1430, Page 673, *et seq.* on January 19, 2005, however, the Amended Restrictions were never properly voted on or properly adopted by the owners in the Subdivision and thus, the Amended Restrictions are void and of no effect; and

WHEREAS, at least a majority of the owners of the tracts subject to the Restrictions have, as evidenced by the ballots attached hereto and incorporated fully herein by reference, approved the amendment to the Restrictions as set forth in this Amendment to Restrictions for Bridgeview Subdivision, Section One.

NOW, THEREFORE, the following provisions of the Restrictions are amended as set forth below:

1. Paragraph 8 under the section entitled "Restrictions" of the Restrictions is hereby amended and restated to read as follows:

8. Each owner shall use each tract or lot (not including any area identified as a "Community Reserve" or "Commercial Reserve" on the plat map of the Subdivision) and the single family dwelling and other improvements on the tract or lot for single family residential purposes only. As used in these restrictions, "single family residential purposes only" specifically prohibits,

without limitation, any business use (whether for profit or not), commercial use (whether for profit or not), industrial use, townhouse, apartment home, duplex, multi-family dwelling, hospital, clinic, transient housing, hotel, motel, tourist home, rooming house, renting or leasing of a room(s) in the single family dwelling on a tract or lot, boarding house, or Short Term Rentals (as defined in these restrictions) and such uses are expressly prohibited. No room in the single family dwelling on a tract or lot and no space in any other structure on a tract or lot may be leased or rented; however, this paragraph 8 shall not preclude a tract or lot from being leased or rented in its entirety as a single residence to one (1) family or person in accordance with paragraph 23 of these restrictions. No building shall be erected, altered, placed, or permitted to remain on any residence tract other than one detached single family dwelling and a private garage for not more than three (3) cars.

No tract or lot shall be made subject to any type of timesharing agreement, fraction-sharing or any other type of agreement where the right to the exclusive use of the tract or lot rotates among members of the program on a fixed or floating time schedule over a period of time. No tract or lot shall be used in a manner in which an owner that is a business entity organized under the Texas Business Organizations Code or the statute of any other state allows the business entity's co-owner, organizer, manager, partner, member, shareholder, business associate or guest to live on the tract or lot for a time period that is less than one hundred eighty (180) consecutive days.

No single family dwelling, building, garage, outbuilding or structure on a tract or lot may be used as income property unless leased in accordance with these restrictions. With the exception of any tract of lot that is subject to the Short Term Rental Grandfather Clause in paragraph 23 of these restrictions, any use of a tract or lot or the single family dwelling on a tract or lot that requires that the owner pay the State of Texas hotel occupancy tax (whether or not the tax is actually being paid) is a use of the tract or lot for non-single family residential purposes and constitutes a business use of the tract or lot in violation of this paragraph 8.

The street address of a tract or lot shall not be used as the business/activity address for a federal firearms license and the use of the street address of a tract or lot as the business/activity address for a federal firearms license is a business use of the tract or lot in violation of this paragraph 8.

Notwithstanding any language to the contrary herein, this paragraph 8 shall not be construed in such manner as to prohibit a tract or lot owner or resident from:

- a) maintaining a personal professional library on a tract or lot; or
- b) keeping personal business or professional records or accounts on a tract or lot; or

- c) handling personal business or professional telephone calls or business related correspondence on the tract or lot, which uses are expressly incidental to the primary use of the single family dwelling for single family residential purposes, provided such activity is not apparent by sight, sound or smell or from outside the residence and/or the tract or lot, and/or does not involve pedestrian or vehicle traffic to the tract or lot by customers or employees or suppliers or other business invitees; or
- d) there is no business, professional, or commercial related sign, logo, or symbol related to the owner or resident's business displayed on the single family dwelling or on the tract or lot.

2. Paragraph 23 is added to the Restrictions under the section entitled "Restrictions" to read as follows:

23. The term "lease" as used herein means any type of agreement or arrangement which provides to a person or entity other than the owner of the tract or lot the use of and right to possess a tract or lot and/or the single family dwelling on a tract or lot. A tract or lot and/or the single family dwelling on a tract or lot shall be leased for single family residential purposes only. Single family residential purposes specifically prohibits leasing the tract or lot to more than one single family. Single family residential purposes requires the intent to occupy the tract or lot and the single family dwelling on the tract or lot for the entire term of the lease. A lease must be for a term of not less than one hundred eighty (180) consecutive days. A lease for a term of less than one hundred eighty (180) consecutive days is prohibited. Upon the end of a lease term of at least one hundred eighty (180) consecutive days, a new lease for a period of at least one hundred eighty consecutive (180) days is required; however, a "month-to-month" lease is allowed if the lessee(s) is the same person(s) who signed the original lease.

A lease to persons who do not comprise a single family is prohibited. A lease must provide to the lessee(s) the exclusive right to use and possess the entire tract or lot and the entire single family dwelling situated on the tract or lot. An owner may not lease a room or any portion less than the entire tract or lot and the entire single family dwelling on the tract or lot. The lessee(s) of a tract or lot is not permitted to sublease the tract or lot or the single family dwelling on the tract or lot or any portion thereof.

A lease must be in writing. Leasing the tract or lot and/or the single family dwelling on a tract or lot does not relieve the owner of the tract or lot from the obligation to comply with these restrictions or any other applicable Dedicatory Instruments [as that term is defined by Texas Property Code Section 202.001(1) or its successor statute]. All lessees are subject to these restrictions and the

Dedicatory Instruments. There may only be one lease for a tract or lot (including the single family dwelling on the tract or lot) at a time.

Short Term Rentals are expressly prohibited. A Short Term Rental is any type of lease, agreement, or arrangement which provides to a person(s) or entity(s) other than the owner of the tract or lot the use of and the right to possess the tract or lot and/or the single family dwelling on the tract or lot for less than one hundred eighty (180) consecutive days.

SHORT TERM RENTAL GRANDFATHER CLAUSE - The prohibition against Short Term Rentals shall not apply to a tract or lot or to the owner(s) of any tract or lot on which Short Term Rentals were being conducted prior to June 20, 2023, unless and until such tract or lot has been conveyed to a new owner(s), at which time: (a) the tract or lot shall be subject to this paragraph 23; and (b) this Grandfather Clause shall not be applicable to the tract or lot. As used herein, the term "conveyed to a new owner(s)" means any transfer of title to a tract or lot except: (a) a transfer of title to a tract or lot (including a transfer of a partial ownership interest) by one spouse to the other spouse; (b) a transfer of title to a tract or lot that is incident to a divorce proceeding; (c) a transfer of a co-owner's interest in a tract or lot to another co-owner; (d) a transfer of title to a tract or lot in a probate proceeding to an heir named in the owner(s)' Will or to an heir at law; or (e) the creation of a security interest in or mortgage encumbering a tract or lot.

Notwithstanding any other provision herein, a leaseback provision that is included in a bona fide contract and/or tract or lot for the sale of a tract or lot that allows the buyer to lease the tract or lot and the single family dwelling on the tract or lot back to the seller for a period of not more than 90 consecutive days is allowed.

It is not the intention of this paragraph 23 to exclude from a tract or lot or the single family dwelling on a tract or lot any individual who is authorized to so remain by any state or federal law. If it is found that this paragraph 23 is in violation of any law, then this provision will be interpreted to be as restrictive as possible to preserve as much of this paragraph 23 as allowed by law.

Except as amended herein, all provisions in the Restrictions remain in full force and effect.

IN WITNESS WHEREOF, the undersigned, have executed this Amendment to Restrictions for Bridgeview, Section One to certify the approval of this instrument in the manner set forth above, to become effective upon recording in the Official Public Records of Real Property of Polk County, Texas.

[The remainder of this page left blank intentionally.]

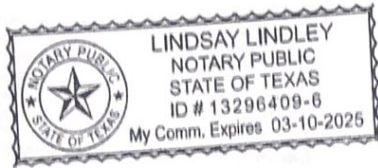
Kay Fore

Kay Fore

Individually and as a member of the Board of Directors of the Bridgeview Property Owner's Association, Inc.

THE STATE OF TEXAS §
COUNTY OF Polk §

BEFORE ME, the undersigned notary public, on this 30 day of October, 2023, personally appeared Kay Fore, known to me to be the person whose name is subscribed to this instrument, and acknowledged to me that she executed the same for the purpose and in the capacity therein expressed.



Lindsay Lindley
Notary Public in and for the State of Texas

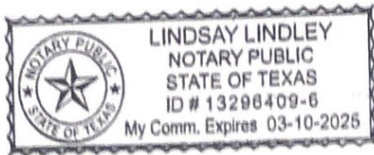
Pam DeBlasio

Pam DeBlasio

Individually and as a member of the Board of Directors of the Bridgeview Property Owner's Association, Inc.

THE STATE OF TEXAS §
COUNTY OF Polk §

BEFORE ME, the undersigned notary public, on this 30 day of October, 2023, personally appeared Pam DeBlasio, known to me to be the person whose name is subscribed to this instrument, and acknowledged to me that she executed the same for the purpose and in the capacity therein expressed.



Lindsay Lindley
Notary Public in and for the State of Texas

MaryJane Schulte

Individually and as a member of the Board of Directors of the Bridgeview Property Owner's Association, Inc.

THE STATE OF TEXAS

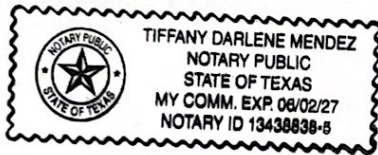
§

COUNTY OF Polk

§

§

BEFORE ME, the undersigned notary public, on this 31 day of October 2023 2023, personally appeared MaryJane Schulte, known to me to be the person whose name is subscribed to this instrument, and acknowledged to me that she executed the same for the purpose and in the capacity therein expressed.


Notary Public in and for the State of Texas

2023-2512-076

FILED FOR RECORD
Nov 06 2023 11:35:26

Schelana Hock
SCHELANA HOCK
POLK COUNTY CLERK

DMH



STATE OF TEXAS • COUNTY OF POLK
I, SCHELANA HOCK hereby certify that the instrument was FILED
in the file number sequence on the date and at the same time stamped
heron by me and was duly RECORDED in the Official Public Records
in Volume and Page of the named RECORDS OF Polk County, Texas
as stamped heron by me.

Schelana Hock
COUNTY CLERK
POLK COUNTY, TEXAS

Nov 06, 2023