

**Fourth Amendment to Restrictions for Candlelight Oaks Civic Club, Inc. Sections One,
Two, Three, and Four**

STATE OF TEXAS	§	
	§	KNOW ALL PERSONS BY THESE PRESENT
COUNTY OF HARRIS	§	

This is the Fourth Amendment to Restrictions for Candlelight Oaks Civic Club, Inc. Sections One, Two, Three, and Four (the “Amendment”) for Candlelight Oaks subdivision (“Association”).

WHEREAS, the Restrictions for Candlelight Oaks, Section One (“Declaration”), was recorded under Harris County, in the Property Records; filed under Clerk’s File Number C862700.

WHEREAS, the Amendment of Candlelight Oaks Deed Restrictions Section One (“Declaration”), was recorded under Harris County, in the Property Records; filed under Clerk’s File Number J754553.

WHEREAS, the the Amendment of Candlelight Oaks Deed Restrictions Section One (“Declaration”), was recorded under Harris County, in the Property Records; filed under Clerk’s File Number W257605.

WHEREAS, the Restrictions for Candlelight Oaks, Section Two (“Declaration”), was recorded under Harris County, in the Property Records; filed under Clerk’s File Number D002756.

WHEREAS, the Amendment of Candlelight Oaks Deed Restrictions Section Two (“Declaration”), was recorded under Harris County, in the Property Records; filed under Clerk’s File Number J764554.

WHEREAS, the Amendment of Candlelight Oaks Deed Restrictions Section Two (“Declaration”), was recorded under Harris County, in the Property Records; filed under Clerk’s File Number W257608.

WHEREAS, the Restrictions for Candlelight Oaks, Section Three (“Declaration”), was recorded under Harris County, in the Property Records; filed under Clerk’s File Number D111082.

WHEREAS, the Amendment of Candlelight Oaks Deed Restrictions Section Three (“Declaration”), was recorded under Harris County, in the Property Records; filed under Clerk’s File Number J764555.

WHEREAS, the Amendment of Candlelight Oaks Deed Restrictions Section Three (“Declaration”), was recorded under Harris County, in the Property Records; filed under Clerk’s File Number W257609.

WHEREAS, the Restrictions for Candlelight Oaks, Section Four (“Declaration”), was recorded under Harris County, in the Property Records; filed under Clerk’s File Number D159455.

WHEREAS, the Amendment of Candlelight Oaks Deed Restrictions Section Four (“Declaration”), was recorded under Harris County, in the Property Records; filed under Clerk’s File Number J764556.

WHEREAS, the Amendment of Candlelight Oaks Deed Restrictions Section Four (“Declaration”), was recorded under Harris County, in the Property Records; filed under Clerk’s File Number W257610.

WHEREAS, a majority of the then Owners of Lots in Sections One, Two, Three, and Four approved this Short Term Leasing Amendment.

NOW, THEREFORE, the Declaration for Candlelight Oaks Sections, One, Two, Three, and Four is hereby amended as follows:

1. Section 1.2 of the Declaration for Candlelight Oaks Sections, One, Two, Three, and Four is added and Section 9 is amended to the Declaration as follows:

1.2. SHORT TERM LEASING:

“Leasing,” as used in this Section, is defined as regular, exclusive occupancy of a Residence on a Lot 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. Residences may be leased only in their entirety. Owners are strictly prohibited from leasing individual rooms in a Residence. Residences may not be used or leased for hotel purposes. No short-term or transient tenants may be accommodated in a Residence. Uses such as short-term leases, temporary or transient housing, hotel, motel, vacation rental, bed and breakfast, daily/nightly rentals, renting out your swimming pool, guest houses, and Air BnB’s shall be considered “business use” and are expressly prohibited. For purposes of this Section, “short-term leasing or transient tenants” shall mean tenants who lease the Residence for periods of six (6) months or less, including leasing a Residence on a nightly basis. Owners may not list their Residences for lease on short-term rental websites including but not limited to; www.airbnb.com, www.vrbo.com, www.homeaway.com or other vacation or short-term rental website. The Owner must make available to the lessee(s) copies of the Declaration, Bylaws and the rules and regulations of the Association upon entering into a lease agreement.

Notice of any lease, sublease, or assignment of a lease, together with such additional information as may be required by the Board, shall be given to the Board by the lot Owner within ten (10) days of execution of the lease, sublease or assignment. Suspected violators of the leasing restrictions and/or any lot Owner who does not provide the tenant information in compliance with this Amendment, will be sent a certified notice and they will be provided thirty (30) days to resolve the violation. If the violation is referred to an attorney for resolution and any attorney's fees and costs that are incurred by the Association that relate to any violations of the Declaration will be added to the Owners' assessment account which the Owner will be responsible for paying.

It is permitted for Owners to lease (as defined below) a residential dwelling in the subdivision, so long as:

(a) occupants are leasing the entire Lot (including all land and improvements comprising the Lot and residential dwelling) to use as a residence;

(b) the term of the lease is no less than six (6) months;

(c) the Owner and the occupants have the intent that the occupants remain on the Lot, and that it become the occupants' place of residency; that is, that the occupants will make the Lot and residential dwelling their home; and

(d) the lease complies with any dedicatory instruments of the Association, including any leasing policy, rule, or regulation promulgated by the Board.

(e) the Board may at their discretion review on a case-by-case basis a hardship petition to the leasing restrictions and provide a variance.

(f) Notice of any lease, sublease, or assignment of a lease, together with such additional information as may be required by the Board, shall be given to the Board by the Lot Owner within ten (10) days of execution of the lease, sublease or assignment. Suspected violators of the leasing restrictions and/or any Lot Owner who does not provide the tenant information in compliance with this Amendment, will be sent a certified notice and they will be provided thirty (30) days to resolve the violation, and the violation is referred to an attorney for resolution if not cured.

(g) Owners of leased residential dwellings are required to submit a Rental/Lease Property Form each time there is a tenant change and/or a lease is renewed.

(h) Owners of leased premises must inform tenants they are subject to the terms and conditions of the Candlelight Oaks Civic Club, Inc.'s Declaration, dedicatory instruments, and applicable Rules.

- (i) Tenants are not permitted to have more than four (4) vehicles

For any lease, the Owner must provide the following required tenant information to the Association regarding a lease or rental applicant and any additional information that the Board requires they provide in the future:

- (a) names of all owner(s);
- (b) names of all tenant(s);
- (c) contact information for all the owner(s) including: telephone numbers, e-mail addresses, and mailing addresses;
- (d) contact information for all the tenant(s) residing at the property including: telephone numbers, e-mail addresses;
- (e) contact information for the Property Manager (if applicable) including: telephone numbers, email addresses, and mailing address;
- (f) names of persons authorized to occupy the premises;
- (g) Commencement Date, Term of the Lease, and End Date;
- (h) tenant vehicle(s) including: make, model, and license plate for each vehicle, and when they no longer own that vehicle(s) or acquire a new vehicles (no more than 4 vehicles);
- (i) confirmation of access to the amenities; and
- (j) confirmation that neighborhood rules have been provided to the tenant

All leases must state the following: “this lease may be terminated in the event of a violation of the Declaration or the dedicatory instruments of the subdivision by an occupant or occupant’s family.”

The Board may promulgate policies or rules and regulations further governing the leasing of Lots (including all land and improvements comprising the Lot and residential dwelling). All leases must be in writing and shall contain such terms as the Board may prescribe from time to time. The Board and the Association shall not be responsible for any loss, damage, or injury to any person or property arising out of authorized or unauthorized leasing.

Any lease of a Residence entered into without complete and full compliance with the terms herein shall be deemed void and of no force and effect. The Association shall have the power and

authority to enforce this Section in any legal manner available, as the Board deems appropriate, including, without limitation, taking action to evict the tenants of any Residence which has been leased in violation of the requirements and restrictions hereof. **EACH OWNER HEREBY APPOINTS THE ASSOCIATION AS ITS ATTORNEY-IN-FACT FOR THE PURPOSE OF TAKING LEGAL ACTION TO DISPOSSESS, EVICT OR OTHERWISE REMOVE THE TENANTS OF HIS OR HER RESIDENCE AS NECESSARY TO ENFORCE COMPLIANCE WITH THIS SECTION.** Each Owner shall fully and truthfully respond to any and all requests by the Association for information regarding the occupancy of his or her Residence which in the judgment of the Board are reasonably necessary to monitor compliance with these leasing restrictions.

9. **FENCES AND GATES:** No brick, stone, or cyclone type (being a fence composed of wire and metal) fence may be erected on any Lot. All fences located along the outer perimeter of any Lot shall not be taller than eight (8ft.) feet in height, constructed of wrought iron, cedar, or pine wood. Driveway gates are also permitted. The obligation to maintain, repair, and replace a fence and gate along the above specified Lot boundaries or portions thereof is the responsibility of the owner of the said Lot.

If it is found that this provision is in violation of any law, then this provision shall be interpreted to be as restrictive as possible to preserve as much of the original provision as allowed by law.

This Amendment shall be effective as of the date of recording in the Real Property Records of Harris County, Texas. If any provision of this Amendment is found to be in conflict with the Declaration, this Amendment shall control. The Declaration, as hereby amended, is in all ways ratified, confirmed, and remains in full force and effect.

President, Candlelight Oaks Civic Club, Inc.

STATE OF TEXAS §
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COUNTY OF HARRIS §

SUBSCRIBED AND SWORN TO before me on the ____ day of _____, 2026
by _____, in his capacity as President of Candlelight Oaks Civic
Club, Inc. and he acknowledged to me that he executed the same for the purposes and
consideration and in the capacity therein stated.

Notary Public in and for, State of Texas