AMENDMENT TO THE FIRST CONSOLIDATED AND RESTATEMENT OF DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR CROWN COLONY IMPROVEMENT ASSOCIATION, INC.

This Amendment to the First Consolidated and Restatement of Declaration of Covenants, Conditions and Restrictions for CROWN COLONY IMPROVEMENT ASSOCIATION ("Amendment") is made by the undersigned, being the current Owners of the CROWN COLONY IMPROVEMENT ASSOCIATION, a Texas Non-Profit Corporation ("Association").

WHEREAS, Article XVI, Section 16.2 of the First Consolidated and Restatement of Declaration of Covenants, Conditions and Restrictions for CROWN COLONY IMPROVEMENT ASSOCIATION ("Declaration") states that the Declaration may be amended by "the affirmative vote or written consent, or any combination thereof, of Owners representing 51% of the votes in attendance at a properly noticed meeting called for the purpose of amendment"; and

WHEREAS, the Owners did approve the amendment below at a members' meeting duly noticed and held for such purpose; and

NOW THEREFORE, the Declaration is hereby amended such that the following provision(s) are added, modified, or otherwise amended as shown herein. To wit:

Article XII, Section 12.22(C) of the Declaration will be added:

"Section 12.22(C) <u>Single-Family Use</u>; <u>Leasing</u>. Each residence may be occupied by only one (1) family consisting of persons related by blood, adoption, or marriage or by no more than three (3) unrelated persons living and working as a single housekeeping unit.

Without limitation of the foregoing, "single family" does not include temporary household groups such as persons living together while attending an educational program (such as college), lodgers or boarders, or any other similar temporary or transient living arrangement. No Lot may be made subject to any type of timesharing, fraction-sharing, or a similar program whereby the right to exclusive use of the Lot or the single-family residence thereon rotates among members of the program on a fixed, floating, or other time schedule.

As used in this Declaration or any other Governing Documents, "lease," "leasing" or equivalent means occupancy of any part of a Lot or the residence thereon by any person other than an Owner (including the Owner's single family members), with the Owner's consent, express or implied, or for which the Owner or any related party of the Owner receives any consideration or benefit,

including without limitation, any fee, service, gratuity or emolument, regardless of whether or not such occupancy is pursuant to a written lease. "Lessee" includes any occupant as aforesaid pursuant to a lease.

All leases for residences located within the Crown Colony subdivision must be: (1) in writing, (2) for an initial term of one (1) year or longer, and (3) subject to all dedicatory instruments of the Association, including but not limited to, this Declaration, Bylaws, and all other rules and regulations promulgated by the Board of Directors. Under no conditions is subletting of a lease permitted under this Declaration. Lessees may renew an existing lease for a minimum term of at least six (6) months.

All leases must encompass the entire residence; no partial rentals of residences are permitted. Owners are forbidden from using any service, whether in print, broadcast, hosted website, or otherwise, that advertises the partial rental. This restriction on partial rentals controls regardless of the terminology used to describe such arrangements, including a service's attempt to characterize the arrangement as "host and guest" or similar language. The Association considers such arrangements purely commercial in nature that constitute an impermissible use of the residence under this Declaration.

No transient or hotel leases are permitted. "Transient or hotel leasing" means leasing of a residence for singular and/or blocks of days less than the minimum term set forth herein, including weekend rentals, bed-and-breakfast accommodations, or other arrangements whereby the occupants of the residence are provided customary hotel services and/or temporary occupancy of the residence. The Association considers such arrangements purely commercial in nature that constitute an impermissible use of the residence under this Declaration.

An Owner's use of AirBnB, VRBO, Homeaway, Marriott Bonvoy Luxury Rentals, or any similar rental service to lease their residence is a violation of this leasing restriction and the Declaration unless the lease complies with the requirements in this section. An Owner who violates this section may be fined \$100.00 per day for each day of the violation, whether the days are consecutive or not, in the Board's sole determination or discretion.

For all leases executed for residences located within the Crown Colony subdivision, the Owner shall report to the Association, within thirty (30) days from the date of lease execution, the following information regarding the lease:

- a. Names of all tenant(s) including any minor children occupying the residence;
- b. Emergency contact phone number for tenant(s);
- c. Term/duration of the lease.

In lieu of producing the above information, the Owner can also submit a copy of the executed lease to the Association, and any/all sensitive personal information (as the term is defined under applicable state law) may be redacted from the lease. The Association accepts no liability for any documents tendered by the Owner that fail to redact such information. For any multi-year lease, the Owner shall also notify the Association of any changes to the above information on an annual basis. Any information obtained by the Association will be added to the Owner's file and remain confidential, subject to all record retention and production laws and the requirements of this

Declaration as applicable.

To the extent that this provision conflicts with any other rule, regulation or policy of the Association, this provision shall control."

Except for the above provisions, in all other aspects the Declaration shall remain in full force and effect as originally amended and restated. This instrument may be executed by multiple counterpart signature pages, each of which shall be attached hereto as needed and incorporated by reference herein for all purposes. This Amendment shall become effective when (i) approved by the Owners of not less than fifty-one percent (51%) of the votes in attendance at a properly noticed meeting called for the purpose of amendment and (ii) recorded in the Official Property Records of Angelina County, Texas.

Executed this the 19th day of November, 2025.

CROWN COLONY IMPROVEMENT ASSOCIATION, INC.

Jøyce Johnson, President