

**FIRST AMENDMENT TO THE
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR
GRANGER PINES**

STATE OF TEXAS §
 §
COUNTY OF MONTGOMERY §

This First Amendment to the Declaration of Covenants, Conditions and Restrictions for Granger Pines (this “*First Amendment*”) is made by Granger Pines Development Company, LLC, a Texas limited liability company (“*Declarant*”).

RECITALS:

WHEREAS, the Declaration of Covenants, Conditions and Restrictions for Granger Pines dated February 27, 2020, executed by Grangerland Development, LLC, a Texas limited liability company (“*Original Declarant*”) was recorded under County Clerk’s File No. 2020019105 in the Official Public Records of Montgomery County, Texas (the “*Official Records*”), as amended and supplemented from time to time (the “*Declaration*”);

WHEREAS, by Assignment of Declarant Rights instrument dated April 29, 2024 and recorded under County Clerk’s File No. 2024041606 in the Official Records, Original Declarant assigned its rights as the declarant under the Declaration to Declarant and appointed Declarant as successor declarant;

WHEREAS, Article X, Section 3(A) of the Declaration provides that Declarant may unilaterally amend the Declaration for any purpose; provided, however, any such amendment may not adversely affect the title to any Lots unless the Owner consents to the amendment in writing;

WHEREAS, the Development Period has not terminated;

WHEREAS, Declarant desires to amend the Declaration in a manner that does not adversely affect the title to any Lot, pursuant to the power reserved to Declarant in the Declaration; and

WHEREAS, reference is made to the Declaration for all purposes, and any capitalized terms used in this First Amendment have the meanings set forth in the Declaration, unless otherwise set forth in this First Amendment.

NOW, THEREFORE, the Declaration is amended as follows:

1. Article V, Section 1 of the Declaration, entitled “*Residential Use*”, is hereby amended and restated to read as follows:

Section 1. Residential Use

Each and every Lot subject to this Declaration is hereby restricted to single family residential uses only. Except as otherwise hereinafter specified, no

business, professional, commercial or manufacturing use shall be made of any Lot. No structure other than one (1) Primary Residence and Accessory Structures approved by the Residential Design Review Committee shall be constructed, placed on, or permitted to remain on any Lot. Furthermore, “single family residential use” means the use of and improvement to a Lot with no more than one building designed and used for living, sleeping, cooking, and eating therein. As used in this Declaration, the term “single family residential use” specifically prohibits, without limitation, the use of a Lot for a duplex, apartment, multi-family dwelling, accessory dwelling unit, garage apartment or any other apartment or for any multi-family use, vacation rental, bed and breakfast, boarding house, “Airbnb” or similar short-term rental use, or any business or activity requiring a Federal Firearms License, or for any business, professional, or other commercial activity. For purpose of this Section, a short-term rental is: (a) any type of lease, agreement, or arrangement which provides to a person or entity other than the owner of the Lot the use of and the right to possess the Lot and/or the Primary Residence on the Lot for less than One Hundred Eighty (180) consecutive days; or (b) a use of the Lot that requires the owner of the Lot to pay the State of Texas hotel occupancy tax (whether or not the tax is actually being paid).

Notwithstanding the foregoing, the Primary Residence on a Lot may be used for a Home Occupation provided that:

- (i) no person other than a full-time occupant of the residence shall be engaged or employed in the Home Occupation at the residence;
- (ii) there shall be no visible storage or display of occupational materials or products;
- (iii) there shall be no exterior evidence of the conduct of a Home Occupation, such as deliveries, pickups or other work related activities, and no Home Occupation shall be conducted on the Lot outside of the residence or an approved Accessory Structure;
- (iv) no additional parking shall be provided or required for the Home Occupation; and
- (v) there is no loading or unloading of materials at the residence which requires transportation in a truck larger than a ½ to 1-ton pickup truck or stepvan.

2. Article V, Section 2 of the Declaration, entitled “*Animals and Livestock*”, is amended to read as follows:

Section 2. Animals and Livestock

No animals (including swine, poultry, or and livestock) may be raised, bred, or kept on any portion a Lot, except that dogs, cats, or other common household pets, not to exceed a total of 2 pets, may be permitted in or on a Primary Residence or Lot. The foregoing limitation on number of pets does not apply to constantly caged small pets such as hamsters, small birds, fish, or other similar common household pets kept inside the Primary Residence, nor does it apply to require the removal of any litter born to a permitted pet prior to the time that the animals in such litter are 3 months old. No animals or pets may be kept, bred, or maintained for any commercial purpose. No pets are permitted to roam freely outside the fenced portion of a Lot. Whenever they are outside the fenced portion of a Lot, dogs and cats must at all times be confined on a leash or in a carrier, which must be held or controlled by a responsible person. Provided, however, in the event an enclosed dog park is developed within the Properties, dogs are permitted to roam freely within the confines of the dog park.

This First Amendment is incorporated into the Declaration as if the First Amendment had been made a part of the Declaration, as originally recorded.

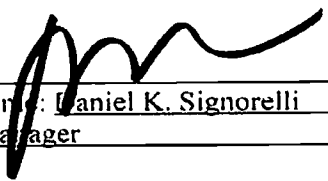
The Declaration, as amended by this First Amendment, is in all respects ratified and confirmed and will remain in full force and effect.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, the undersigned Declarant has executed this First Amendment to the Declaration of Covenants, Conditions and Restrictions for Granger Pines as of this 30th day of April, 2024.

DECLARANT:

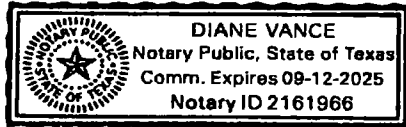
Granger Pines Development
Company, LLC, a Texas
corporation

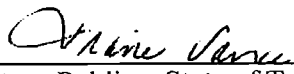
By: 
Print Name: Daniel K. Signorelli
Title: Manager

STATE OF TEXAS §
 §
COUNTY OF MONTGOMERY §

BEFORE ME, the undersigned notary, on this day personally appeared Daniel K. Signorelli, the Manager of Granger Pines Development Company, LLC, a Texas limited liability company, 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 and in the capacity expressed in this instrument.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this 30th day of April, 2024.





Notary Public – State of Texas

E-FILED FOR RECORD

04/30/2024 12:52PM



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.

04/30/2024



L. Brandon Steinmann

County Clerk,
Montgomery County, Texas