

by any person other than the Owner of the Lot, for which the Owner receives any consideration or benefit, including, but not limited to, a fee, service, gratuity, or emolument. Provided, however, "leasing" for purposes of this Declaration does not include leases such as, by way of illustration and not limitation, transient or hotel purposes, vacation rentals, boarding house rentals, backyard rentals, swimming pool rentals, "Swimply", party venue rentals, bed and breakfast or other short-term rental uses and such uses are strictly prohibited and are considered to be a prohibited business, commercial, or trade purpose use. Leasing a Lot and attendant use of the residence and improvements thereon for Single Family Residential Use as allowed hereunder will not be considered a business, commercial, or trade purpose use. This provision will not preclude the Association from leasing a Lot and attendant use of the residence and improvements thereon upon taking title following foreclosure of its security interest in the Lot or upon acceptance of a deed in lieu of foreclosure.

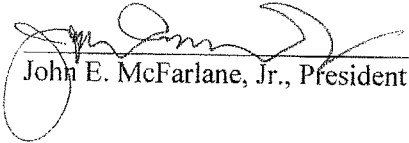
No Lot and attendant use of the residence and improvements thereon shall be leased for a term of less than thirty (30) full consecutive calendar days to the same lessee, nor shall any lease be for less than the entire Lot and attendant use of the residence and improvements thereon or be advertised or marketed seeking lessees or lease(s) for a term less than thirty (30) full consecutive calendar days. An Owner who leases the Owner's Lot and attendant use of the residence and improvements thereon shall be deemed to have assigned to the lessee for such Lot for the period of the lease all of Owner's rights to use the Common Property and amenities located thereon.

All leases must be in writing and must contain such terms as the Town Council may prescribe from time to time. All leases must provide that they are subject to all provisions in this Declaration and all other governing documents of the Association (the "Governing Documents") and that the lease may be terminated in the event of a violation of this Declaration or the other Governing Documents by an occupant or occupant's family, and the Town Council, in its sole discretion, may require termination by the Owner and eviction of the occupant in such event. Rental or lease of the Lot and attendant use of the residence and improvements thereon will not relieve the Owner from compliance with this Declaration or the other Governing Documents.

All lessees shall be subject to the terms and conditions of this Declaration and the other Governing Documents as though such lessees were an Owner. Each Owner agrees to cause the Owner's lessees to comply with this Declaration and the other Governing Documents, and is responsible and liable for all violations and losses caused by such lessees, notwithstanding the fact that such lessees are fully liable for any such violation. All provisions of this Declaration and of the other Governing Documents which govern the conduct of Owners and which provide for sanctions against Owners shall also apply to all lessees and occupants even though such lessees and occupants are not specifically mentioned.

TOWN FOUNDER:

ROCK BARN CONSERVATION PARTNERS, LLC, a Texas limited liability company

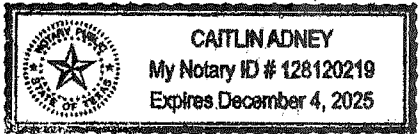
By: 
John E. McFarlane, Jr., President

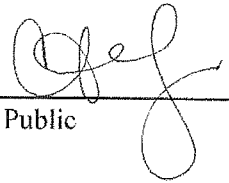
THE STATE OF TEXAS

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COUNTY OF BRAZOS

This instrument was acknowledged before me on the 15 day of August, 2024, by John E. McFarlane, Jr., the President of Rock Barn Conservation Partners, LLC, a Texas limited liability company, on behalf of said company.





Notary Public

AFTER RECORDING, RETURN TO:

Mark K. Knop
Hoover Slovacek, L.L.P.
5051 Westheimer Road, Suite 1200
Houston, Texas 77056

**Brazos County
Karen McQueen
County Clerk**

Instrument Number: 1538193
Volume : 19418
ERecordings - Real Property

Recorded On: September 06, 2024 12:11 PM

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" Examined and Charged as Follows: "

Total Recording: \$37.00

******* THIS PAGE IS PART OF THE INSTRUMENT *******

Any provision herein which restricts the Sale, Rental or use of the described REAL PROPERTY because of color or race is invalid and unenforceable under federal law.

File Information:

Document Number: 1538193
Receipt Number: 20240906000046
Recorded Date/Time: September 06, 2024 12:11 PM
User: Victoria L
Station: Victoria Limon

Record and Return To:

eRecording Partners



STATE OF TEXAS
COUNTY OF BRAZOS

I hereby certify that this Instrument was FILED In the File Number sequence on the date/time printed hereon, and was duly RECORDED in the Official Public Records of Brazos County, Texas.

Karen McQueen
County Clerk
Brazos County, TX