



**AMENDMENT TO THE AMENDED DECLARATION OF GOTHAM CONDOMINIUM**  
**(Regarding Restrictions on Leasing)**

WHEREAS, the Amended Declaration of Gotham Condominium is filed in the Real Property Records of Harris County, Texas, under Clerk's File No. T770248, along with any amendments and supplements thereto (the "Declaration") and is the Condominium Declaration for Gotham Condominium, a Condominium in Harris County, Texas, according to the Plats and Plans contained in the Declaration under Clerk's File No. T770248; and

WHEREAS, Gotham Condominium is governed by a Condominium Association formed as a Texas non-profit corporation called Gotham Homeowners Association, Inc. (the "Association"); and

WHEREAS, Article XIII, Section 13.1, provides that the Declaration may be amended by a vote or agreement of Unit Owners to which at least 67% of the votes in the Association are allocated, pursuant to the procedures of Section 82.067 of the Uniform Condominium Act; and

WHEREAS, Article XVI of the Declaration requires that notice be given to each holder of a mortgage on any Unit in the Condominium of an amendment of any material provision of the Declaration, provided that the mortgage holder has notified the Association in writing of its name and address and informed the Association that it holds a security interest in a Unit and identifies the number and address of the Unit; and

WHEREAS, Section 82.067(a) (2) of the Uniform Condominium Act (the "Act") provides that an amendment to the Declaration may be adopted at a meeting of the members of the Association after written notice of the meeting has been delivered to an owner of each unit stating that a purpose of the meeting is to consider an amendment to the Declaration; and

WHEREAS, notice of this amendment has been provided to each mortgage holder that has notified the Association pursuant to Article XVI of the Declaration; and

WHEREAS, at a special meeting of the members, duly called and noticed pursuant to the Act and Section 2.5 of the Association Bylaws and for which a quorum was present, the Owners representing at last 67% of the votes in the Association by person or proxy have approved this amendment to the Declaration;

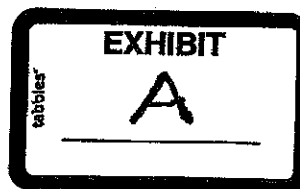
NOW THEREFORE, pursuant to the attached proxies and the signature of the President of the Association hereto, the Declaration is hereby amended to read as follows:

**Article XI *Restrictions on Use, Occupancy, and Alienation*, Section 11.3 *Leasing Restrictions*, is hereby deleted in its entirety and is amended to read as follow:**

*11.3 Leasing Restrictions*

(a) *Community-Wide Lease Limitation*: At no time may more than 25% of the total number of Units be leased, rented, licensed, or let (collectively referred to as "leased").

(b) *Written Requests*: To ensure that this limitation is not exceeded, any Member who intends to lease their Unit shall first send a written request to the Association at: Gotham Homeowners Association, Inc., Attn: Lease Request, C/O Association Management, Inc., 5295 Hollister St.,



Houston, Texas 77040-6205. Should there be a change in the address to which the request shall be sent, the Members will be notified in writing by the Association.

(c) *Response Time:* Upon receiving a written request to lease, the Association shall, within 30 days of receipt thereof, notify the Member if the 25% limitation has been met and, in either case, if the Member's request has been accepted or declined.

(d) *Written Consent:* No Member may lease their Unit until they receive written consent to do so from the Association. As long as the 25% limitation has not been met, permission shall not be unreasonably withheld. The Association shall make reasonable efforts to ensure that all Members who wish to lease their Unit are granted an opportunity to do so. To accomplish this and to otherwise ensure that the opportunity to lease Units is provided in a fair and equitable manner, the Association may, from time to time, establish Rules and Regulations as it may deem appropriate.

(e) *Minimum and Maximum Term:* No Unit may be leased for a term of less than twelve (12) months or more than two (2) years.

(f) *Lease of Entire Unit Only:* All leases must be for the entire Unit. No more than one lease may be signed for the same Unit and same lease term.

(g) *Occupant Bound by Governing Documents:* No Unit may be leased except pursuant to a written agreement acceptable to the Association in form and content, including, but not limited to, the inclusion of a clause whereby all occupants agree to be bound by the Association's Governing Documents and by all the Rules and Regulations promulgated by the Association pursuant thereto, all of which the Association shall provide to the occupants for such reasonable fee as the Association may from time to time determine.

(h) *Association as Attorney-in-fact:* No Unit may be leased except pursuant to a written agreement acceptable to the Association in form and content, including, but not limited to, the inclusion of a clause whereby it shall be deemed during the period of such occupancy that the Member has irrevocably appointed and constituted the Association as the Member's Attorney-in-fact to seek, at the Member's expense, the eviction, equitable relief and/or damages of and/or from such occupants upon any breach of said agreement or violation of the Association's Governing Documents and/or Rules and Regulations promulgated by the Association pursuant thereto, provided that the Association first gives the Member notice of said violation and a reasonable period to affect a cure thereof.

(i) *Copy of Lease to Association:* A copy of the lease agreement shall be provided to the Association prior to the occupancy of the Unit pursuant thereto.

(j) *Subletting:* Subletting by occupants is expressly prohibited.

(k) *No Landlord-Tenant Relationship Exists:* In no event shall it be determined that a landlord-tenant relationship exists between the Association and the occupant.

(l) *Extensions:* If, during the course of occupancy of any lease, an occupant demonstrates such disregard for the provisions of the Association's Governing Documents and/or Rules and Regulations, that the Association determines it to be in its best interest to preclude the Member from extending said lease, the Association shall so notify the Member, in writing, of that

determination and the Member shall thereupon be precluded from extending said lease beyond its original term.

(m) *Exceptions:* The provisions and restrictions on leasing as contained in this Section 11.3 shall not apply to the following:

- (1) *Grandfathered Units:* Units leased at the time of the recording of this instrument shall be defined as "Grandfathered Units." Such Grandfathered Units shall be exempt from the lease restrictions as set forth in this Section 11.3, subject to such reasonable conditions as the Association may impose by Rule or Regulation.
- (2) *Hardship Situations:* A Member suffering from a financial or personal hardship that renders the Member unable to reside in their Unit may apply to the Association to lease the Unit, even if the 25% limitation has been met. In such situations, the Association, in its sole discretion, shall be authorized to permit the Member to lease their Unit subject to the requirements herein.
- (3) *Lenders' Foreclosures:* The provisions and restrictions on leasing as contained in this Section 11.3 shall not apply to foreclosing lenders or impair the right of First Mortgagees to foreclose or take title to a Unit, to accept a deed (or assignment) in lieu of foreclosure in the event of default by a mortgagor, to take possession and lease an acquired Unit even though the 25% limitation has been met, or to otherwise act upon the mortgages.
- (4) *Immediate Family Members:* Units owned by a Member and occupied by an immediate family member of that Member shall not be considered rental units for purposes of this Section 11.3.

**CERTIFICATION**

"I, the undersigned, being the President of the Gotham Homeowners Association, Inc., hereby certify that this Declaration Amendment was approved by a vote of Owners holding at least 67% of the votes in the Association, in person or by proxy, at a special meeting of the Members duly called and noticed and for which a quorum was present."

*B. Tsusaki*

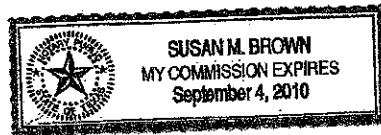
Byron Tsusaki, President  
Gotham Homeowners Association, Inc.

STATE OF TEXAS           §  
  §  
COUNTY OF HARRIS       §

Before me, a notary public, on this day personally appeared Byron Tsusaki, President of the Gotham Homeowners Association, Inc., known to me to be the person whose name is subscribed to the foregoing instrument and, being by me first duly sworn and declared that he/she executed same in the capacity and consideration therein expressed.

Given under my hand and seal of office this the 2 day of April, 2009.

*Susan M. Brown*  
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Notary Public, State of Texas



**Exhibit "B"**

The property affected by the said "Amendment to the Amended Declaration of Gotham Condominium (Regarding Restrictions on Leasing)." is described as, to wit:

GOTHAM CONDOMINIUMS, a Condominium Project in the City of Houston, Harris County, Texas, as fully described in and as located, delineated and as defined in the Condominium Declaration for Gotham Condominiums, recorded under Film Code No. 173104 et seq. of the Condominium Records of Harris County, Texas, together with the survey plat, by-laws and exhibits, reference to which is here made and amended under Film Code Nos. 174130 et seq. and 175002 et seq. of the Condominium Records of Harris County, Texas.

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.  
THE STATE OF TEXAS  
COUNTY OF HARRIS  
I hereby certify that this instrument was FILED in File Number Sequence on the date and at the time stamped hereon by me, and was duly RECORDED in the Official Public Records of Real Property of Harris County, Texas on

APR - 6 2009



*Dorothy L. Kaufman*  
COUNTY CLERK  
HARRIS COUNTY, TEXAS

*Rebecca R. Kaufman*  
COUNTY CLERK  
HARRIS COUNTY, TEXAS

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FILED