

CAUSE NO. C-1-CV-17-001833

RICHARD W. JACKSON,	§	IN THE COUNTY COURT
LISA C. JACKSON, and	§	
KATHLEEN WOODALL	§	
Plaintiffs,	§	
	§	
VS.	§	
	§	
JANICE COX and HELEN RAMSEY,	§	AT LAW NUMBER TWO
individually and d/b/a POINT VENTURE	§	
NEIGHBORS FOR STR REFORM, an	§	
unincorporated association; and	§	
POINT VENTURE NEIGHBORS FOR	§	
STR REFORM, an unincorporated	§	
association,	§	
Defendants.	§	TRAVIS COUNTY, TEXAS

**ORDER ON DEFENDANTS’ MOTIONS FOR SUMMARY JUDGMENT**

On November 2, 2017, the Court conducted a hearing on Defendants Janice Cox and Helen Ramsey’s Motion for Partial Summary Judgment as to Plaintiffs’ Failure to Obtain Prior Written Consent from the Developer to Rent Their Property, Defendants’ Motion for Partial Summary Judgment as to Claims and Counterclaims Concerning Section 4 of Article I of the Restrictive Covenants, and Defendants’ Motion for Summary Judgment Concerning Whether the Restrictive Covenants Permit Transient Rentals. After considering the pleadings in this case, the Motions, the response to the Motions, the evidence submitted in support of and in opposition to the Motions, and the arguments of counsel, the Court is of the opinion that the Motion should be GRANTED IN PART and DENIED IN PART.

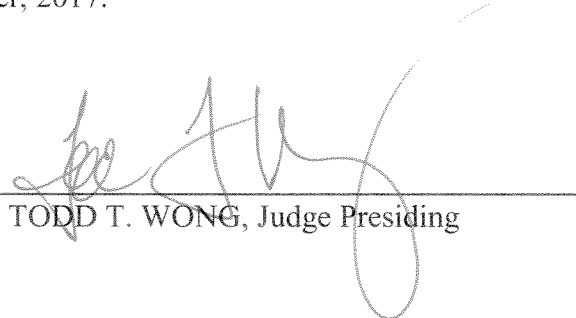
First, with regard to the prohibition on any leasing without prior consent of the Developer, the Court has concluded that an issue of material fact exists as to waiver. Therefore, it is ORDERED, ADJUDGED, AND DECREED that Defendants Janice Cox

and Helen Ramsey's Motion for Partial Summary Judgment as to Plaintiffs' Failure to Obtain Prior Written Consent from the Developer to Rent Their Property is DENIED.

Second, the Court has concluded that Article I, Section 4 of the deed restrictions is silent as to notice and the procedure it sets forth is not subject to the requirement in Article IX for thirty days' notice to all owners. Therefore, it is ORDERED, ADJUDGED, AND DECREED that Defendants' Motion for Partial Summary Judgment as to Claims and Counterclaims Concerning Section 4 of Article 1 of the Restrictive Covenants is GRANTED.

Third, the Court has concluded that language such as "single-family, private residential purposes" and "commercial, business or professional purpose" is ambiguous and must be resolved in favor of private property rights, and accordingly Defendants are not entitled to declaratory judgment that such language prohibits short-term rentals. Therefore, it is ORDERED, ADJUDGED, AND DECREED that Defendants' Motion for Summary Judgment Concerning Whether the Restrictive Covenants Permit Transient Rentals is DENIED.

SIGNED on this the 17<sup>th</sup> of November, 2017.



---

TODD T. WONG, Judge Presiding