

Denton County
Juli Luke
County Clerk

Instrument Number: 62970

ERecordings-RP

AMENDMENT

Recorded On: June 14, 2024 10:57 AM

Number of Pages: 5

" Examined and Charged as Follows: "

Total Recording: \$41.00

***** 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:

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STATE OF TEXAS
COUNTY OF DENTON

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 Records of Denton County, Texas.

Juli Luke
County Clerk
Denton County, TX

THE STATE OF TEXAS §

COUNTY OF DENTON §

LEASING PROHIBITION NOTICE TO OWNERS, BUYERS, AND
INVESTOR PURCHASERS
PURSUANT TO THE EIGHTH AMENDMENT TO THE DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS FOR
VALENCIA ON THE LAKE
("VALENCIA")

This Leasing Prohibition Notice to Owners, Buyers, and Investor Purchasers Pursuant to the Eighth Amendment to the Declaration of Covenants, Conditions and Restrictions for Valencia on the Lake (the "*Notice*"), is made by the Valencia on the Lake Homeowners Association, Inc. (the "*Association*").

RECITALS

A. Valencia on the Lake is a community in the City of Little Elm, County of Denton, State of Texas, which is deed restricted with such restrictions being administered and enforced by the Association; and

B. The real property comprising the community of Valencia on the Lake is subject to that certain Declaration of Covenants, Conditions and Restrictions for Valencia on the Lake, filed on April 6, 2015, in the Official Public Records of Denton County, Texas, as amended, supplemented or restated (the "*Valencia on the Lake Declaration*"); and

C. The Declaration has been amended on several occasions and, of importance for purpose of this Notice, is the Eighth Amendment to the Declaration of Covenants, Conditions and Restrictions for Valencia on the Lake, filed on August 18, 2023, and recorded as Instrument No. 88638 in the Official Public Records of Denton County, Texas (the "*Eighth Amendment*") which is incorporated herein by reference for all purposes; and

D. By virtue of the Eighth Amendment, Section 16.1 of Article XVI of the Valencia on the Lake Declaration was modified to read, in pertinent part, as follows:

I. Section 16.1(a) Residential Purposes. Each Lot shall be used and occupied for single-family, private residential purposes only and no trade or business may be conducted in or from any Lot, except as permitted by this Section 16.1. Upon acquiring an ownership interest in a Lot, the Owner may not Lease the Lot until the expiration of thirty-six (36) months from the date of recording the deed to the Lot; and

II. 16.1(a), (ii) Effective Date shall mean the date an instrument containing this Article XVI, Section 16.1 is recorded in the Official Public Records of Denton County, Texas; and

III.16.1(a), (iv) Lease. Lease includes any written or oral agreement between a Landlord and a Tenant that establishes or modifies the terms, conditions or other provisions regarding the use and occupancy of the Lot and the Residence thereon; and

IV. 16.1(a), (v) Leasing. Leasing is defined as the regular, exclusive occupancy of a Lot by any person other than the Owner for which the Owner, or any designee of the Owner receives any consideration or benefit, including but not limited to, a fee, service, gratuity, or emolument. If the Lot is owned by a trust and the beneficiary of the trust is living in the residence, that Lot shall be considered Owner-occupied rather than Leased; and

V.16.1(a), (vii) Lease to Purchase Agreements & Contracts for Deeds. Lease to Purchase Agreements and Contracts for Deeds shall be considered the same as Leasing for purposes of the Declaration; and

VI.16.1(a), (viii) Renting. Renting shall be considered the same as Leasing for purposes of the Declaration; and

VII.16.1(i) Noncompliance. For any Lease of a Lot entered into or renewed after the Effective Date, the Association shall have the power and authority to enforce this Article XVI by any means available at law or in equity, including, but without limitation, levying violation fines and filing suit for necessary damages, including injunctive relief. EACH OWNER HEREBY APPOINTS THE ASSOCIATION AS ITS ATTORNEY-IN-FACT FOR THE PURPOSE OF TAKING LEGAL ACTION TO DISPOSSESS OR OTHERWISE REMOVE THE OCCUPANTS FROM HER OR HER RESIDENCE AS NECESSARY TO ENFORCE COMPLIANCE WITH THIS ARTICLE XVI. Each Owner shall fully and truthfully respond to any and all requests by the Association for information regarding the occupancy of his or her Lot which, in the sound business judgment of the Board, are reasonably necessary to monitor compliance with this Article XVI. Notwithstanding any proposed fine stated in this Association's enforcement or fine policy, violations of this Article XVI shall be levied as follows:

- Initial fine of two hundred and fifty dollars (\$250.00)
- Subsequent daily fines of one hundred dollars (\$100.00) levied no earlier than ten (10) days after the initial fine.

Section 16.1(k) Binding Effect. The terms and conditions of this Section 16.1 shall bind all Owners including their heirs, successors, transferees or assigns, and all Lots as defined in the Declaration, and the Properties shall hereafter be held, occupied, transferred, and conveyed subject to the terms and conditions of this Section 16.1; and

VIII.16.1(l) Conflict. If anything in this Article XVI is found to contradict any local, state, or federal law, the higher authority shall prevail.

E. The terms and provisions of the Valencia on the Lake Declaration, except as may be modified or amended, are hereby declared to be in full force and effect with respect to the Property.

F. Until the Notice is modified, released or rescinded by the Board of Directors of the Association, no lease of a Lot and the dwelling thereon may be entered into which would violate the Leasing Rules set forth in this Notice, the Eighth Amendment or elsewhere in the Declaration. Should

a Leasing maximum exist, the leasing maximum is a Rule which shall be enforced in conjunction with this Eighth Amendment. If no such Leasing maximum exists, the Board of Directors reserves the right to establish a Leasing maximum in addition to all other rules and regulations in force; and

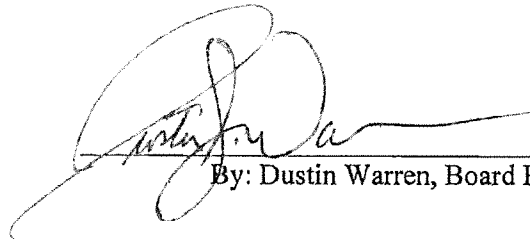
NOW, THEREFORE, VALENCIA ON THE LAKE HOMEOWNERS ASSOCIATION, INC., hereby declares and reaffirms as follows:

- The Eighth Amendment sets forth strict guidelines as to when an Owners Residence becomes eligible to be Leased or Rented.
- Any Lot purchased or owned by an investor which is leased to a third-party after the effective date of the Eighth Amendment will constitute a clear and unequivocal violation of the Valencia on the Lake Declaration and the Eighth Amendment.
- Violation of the Leasing Rules and Restrictions will subject the owner of such Lot to formal enforcement measures including, but not limited to, suspension of privileges of use of the common area amenities, the imposition of significant violation fines as Individual Assessments against the Lot secured by the lien established in the Valencia on the Lake Declaration, and potential litigation. Any costs or attorney's fees incurred by the Association to enforce the Eighth Amendment will be levied and charged to the Lot owner's account.

[SIGNATURE PAGE FOLLOWS THIS PAGE]

IN WITNESS WHEREOF, the Valencia on the Lake Homeowners Association, Inc. has caused this Leasing Prohibition Notice to Owners, Buyers and Investor Purchasers to be filed with the office of the Denton County Clerk.

VALENCIA ON THE LAKE
HOMEOWNERS ASSOCIATION, INC.

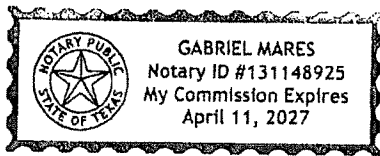

By: Dustin Warren, Board President


STATE OF TEXAS §
 §
COUNTY OF DALLAS §

BEFORE ME, the undersigned authority, on this day personally appeared Dustin Warren, the President of Valencia on the Lake Homeowners Association, Inc., a Texas Not-for-Profit Corporation, known to me to be the person and officer whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed, and as the act and deed of said Not-for-Profit Corporation and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, on this 11 day of June, 2024.

[SEAL]




Notary Public, State of Texas