

Denton County
Juli Luke
County Clerk

Instrument Number: 88638

ERecordings-RP

AMENDMENT

Recorded On: August 18, 2023 09:32 AM

Number of Pages: 12

" Examined and Charged as Follows: "

Total Recording: \$70.00

***** 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

**After Recording, Please Return To:
Essex Association Management, LP
Attn: Ronald J. Corcoran
1512 Crescent Dr., Suite 112
Carrollton, TX 75006**

**EIGHTH AMENDMENT TO THE DECLARATION
OF
COVENANTS, CONDITIONS AND RESTRICTIONS
FOR
VALENCIA ON THE LAKE HOMEOWNERS ASSOCIATION, INC.**

STATE OF TEXAS §
 § KNOW ALL PERSONS BY THESE PRESENTS:
COUNTY OF DENTON §

INTRODUCTORY PROVISIONS

WHEREAS, the Declaration of Covenants, Conditions and Restrictions for Valencia on the Lake Homeowners Association, Inc. was filed on April 6, 2015, as Instrument No. 2015-34127 in the Official Public Records of Denton County, Texas (“*Declaration*”); and

WHEREAS, the Declaration was amended by virtue of the First Amendment to the Declaration of Covenants, Conditions and Restrictions for Valencia on the Lake Homeowners Association, Inc, dated October 26, 2015, and recorded as Instrument Number 2015-124053 in the Official Public Records of Denton County, Texas (the “*First Amendment*”); and

WHEREAS, the Declaration was amended by virtue of the Second Amendment to the Declaration of Covenants, Conditions and Restrictions for Valencia on the Lake Homeowners Association, Inc, dated July 29, 2016, and recorded as Instrument Number 2016-91565 in the Official Public Records of Denton County, Texas (the “*Second Amendment*”); and

WHEREAS, the Declaration was amended by virtue of the Third Amendment to the Declaration of Covenants, Conditions and Restrictions for Valencia on the Lake Homeowners

Association, Inc, dated November 7, 2016, and recorded as Instrument Number 2016-140774 in the Official Public Records of Denton County, Texas (the “*Third Amendment*”); and

WHEREAS, the Declaration was amended by virtue of the Fourth Amendment to the Declaration of Covenants, Conditions and Restrictions for Valencia on the Lake Homeowners Association, Inc, dated April 13, 2017, and recorded as Instrument Number 2017-42678 in the Official Public Records of Denton County, Texas (the “*Fourth Amendment*”); and

WHEREAS, the Declaration was amended by virtue of the Fifth Amendment to the Declaration of Covenants, Conditions and Restrictions for Valencia on the Lake Homeowners Association, Inc, dated March 28, 2018, and recorded as Instrument Number 2018-34379 in the Official Public Records of Denton County, Texas (the “*Fifth Amendment*”); and

WHEREAS, the Declaration was amended by virtue of the Sixth Amendment to the Declaration of Covenants, Conditions and Restrictions for Valencia on the Lake Homeowners Association, Inc, dated August 28, 2018, and recorded as Instrument Number 2018-102211 in the Official Public Records of Denton County, Texas (the “*Sixth Amendment*”); and

WHEREAS, the Declaration was amended by virtue of the Seventh Amendment to the Declaration of Covenants, Conditions and Restrictions for Valencia on the Lake Homeowners Association, Inc, dated April 1, 2020, and recorded as Instrument Number 61967 in the Official Public Records of Denton County, Texas (the “*Seventh Amendment*”); and

WHEREAS, the Declaration, First Amendment, Second Amendment, Third Amendment, Fourth Amendment, Fifth Amendment, Sixth Amendment and Seventh Amendment are referred to hereinafter, collectively, as the “*Valencia on the Lake Declaration*”; and

WHEREAS, the Valencia on the Lake Declaration affects certain tracts or parcels of real property located in Denton County, Texas, more particularly described in the Valencia on the Lake

Declaration, including any amendments and supplements thereto, and is incorporated herein by reference for all purposes (“*Property*”); and

WHEREAS, Article VII, Section 7.1 of the Valencia on the Lake Declaration provides that Declarant, at any time within twelve (12) years from the date this Declaration is filed of record with the office of the County Clerk, the Declarant may amend the Declaration for any reason without the consent or joinder of any Member and without the need to call a meeting of the Association; and

WHEREAS, Valencia on the Lake, L.P., a Texas limited partnership, as Declarant approves of this Eighth Amendment to the Declaration of Covenants, Conditions and Restrictions for Valencia on the Lake Homeowners Association, Inc. (this “*Eighth Amendment*”) to the Valencia on the Lake Declaration; and

NOW, THEREFORE, the Valencia on the Lake Declaration is hereby amended as follows:

- Article 9, Section 9.3 of the Valencia on the Lake Declaration is hereby amended to add the following sentences to the end of Section 9.3 to correct omissions in the original Declaration as follows:

Section 9.3 Acceptance and Control of Common Properties.

Declarant shall be responsible only for the initial construction and/or installation of Common Areas. The Association’s responsibility for all costs and expenses begins immediately after initial construction and/or installation and shall include current as well as any future Common Areas yet to be developed, constructed, and/or installed by Declarant. Common Areas as referenced herein shall include, but shall not be limited to, all land, improvements, sod, landscape, trees, irrigation, trails, sidewalks, signage, and other elements or amenities currently existing or which may be installed during the Development Period. All costs and expenses shall include, but shall not be limited to, costs associated with the continual and routine maintenance, repair, or replacement of Common Areas, the costs of operation such as, but not limited to access systems, costs of all utilities and operation, purchase of furniture, appliances, and equipment, costs for

porter services and cleaning, purchase of supplies, and all other costs and expenses related to any maintenance, repair or replacement. The aforementioned responsibilities of the Association apply whether or not Common Area, Common Property and/or Common Elements and Amenities have been transferred to the Association by deed. Transfer of Common Properties to the Association by the Declarant shall be considered a ministerial task that shall not require the consent or joinder of the Board of Directors or any Member of the Association.

Article X, Section 10.19 of the Valencia on the Lake Declaration is hereby added and shall read, in its entirety, as follows:

Section 10.19 Supplemental Assessments.

The Board may levy a Supplemental Assessment against all Lots for the purpose of defraying, in whole or in part, the cost of repair or restoration if insurance proceeds or condemnation awards prove insufficient or to fund any shortfall between Assessments collected by the Association and Association's Common Expenses, or for any other purpose to combat a shortfall in the budget as determined by the Board of Directors. The Declarant shall not be responsible or liable for any deficit in the Association's funds or any Supplemental Assessments. The Declarant may, but is under no obligation to, subsidize any liabilities incurred by the Association, and the Declarant may, but is not obligated to, lend funds to the Association to enable it to defray its expenses, provided the terms of such loans are on reasonable market conditions at the time.

The provisions of this Section 10.19 may not be modified or amended without the express written consent of Declarant.

- Article XVI, Section 16.1 of the Valencia on the Lake Declaration is hereby added and shall read, in its entirety, as follows:

***Article XVI
Short-Term Rentals and Leasing***

Section 16.1 Leasing and Occupancy Restrictions. In order to preserve the quality of life of Owners and to promote the Leasing of a Lot by responsible individuals, a Lot may only be Leased in accordance with the following restrictions:

- (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.

Additional Definitions:

(i) Dedictory Instruments - “Dedictory Instruments” means each governing instrument covering the establishment, maintenance, and operation of the Association. This term includes the Declaration, Bylaws, policies, and rules and regulations of the Association, and all amendments thereto.

(ii) Effective Date - “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.

(iii) Landlord - “Landlord” means the Owner Leasing a Lot to a third-party, even if that Owner has a management company that is in charge of Leasing and/or managing the Lot.

(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.

(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.

(vi) Lessee - “Lessee” shall be considered the same as Tenant for purposes of the Declaration.

(vii) Lease to Purchase Agreements & Contracts for Deeds - Shall be considered the same as Leasing for purposes of the Declaration.

(viii) Renting - “Renting” shall be considered the same as Leasing for purposes of the Declaration.

(ix) Tenant - “Tenant” means the person(s) authorized by the Lease to occupy the Lot, which would include the named Lessee(s). There may be more tenants than Lessees for a Lot unless the context indicates otherwise.

(b) Registration, Compliance, and Notice of Intent to Lease. *Whenever the Owner of a Lot has received a bona fide offer to Lease the Lot and desires to accept such offer, the Owner shall give the current management company written notice of the desire to accept such offer and submit to the Board, at the Owner's sole cost and expense, the following information:*

(i) *The commencement date and term of the Lease.*

The Association may charge a reasonable administration fee concerning the above as established by the Board and the Board is authorized to establish other such policies and procedures to register Lease arrangements as the Board so determines.

(c) Qualifications of Prospective Occupants and Lessees.

(i) *Occupancy. The total number of occupants allowed to reside in or occupy a Lot shall not exceed the maximum number of occupants allowed in the Lot pursuant to any ordinance, code or regulation of Denton County or State of Texas.*

(ii) *Sex Offenders Prohibited. Owners may not lease to or allow any person to reside in or occupy a residence who is a registered sex offender. For purposes of this Section 16.1, a "sex offender" is a person who is required to register as either a Level 3 (High) or Level 2 (Moderate) sex offender pursuant to Chapter 62 of the Texas Code of Criminal Procedure or pursuant to any other law of the State of Texas, or any municipal or county ordinance, or any other state or federal law or regulation.*

THESE REQUIREMENTS DO NOT CONSTITUTE A GUARANTEE OR REPRESENTATION THAT LESSEES OR OCCUPANTS RESIDING WITHIN THE VALENCIA ON THE LAKE SUBDIVISION HAVE NOT BEEN CONVICTED OF A CRIME OR ARE NOT SUBJECT TO DEFERRED ADJUDICATION FOR A CRIME.

(d) Rejection of Lease by Board of Directors. *If the terms of the Lease and/or the Lessee(s) or occupants do not meet the standards and criteria described in this Section 16.1, then the Lease is rejected and the Board shall notify the Owner, within ten (10) business days after the decision is rendered, in writing of the rejection of the Lease. Owners shall not Lease to or allow anyone to reside in the residence who does not meet the standards and criteria set out above.*

(e) **Hardship.** *Notwithstanding any provision to the contrary, the Board shall be empowered to allow Leasing of one or more Lots, as determined solely by the Board, upon written application by an Owner to avoid undue hardship. By way of illustration and not by limitation, circumstances which would constitute undue hardship are those in which (i) an Owner must relocate and cannot, within ninety (90) days from the date the Lot was placed on the market, sell the Lot while offering it for sale at a reasonable price no greater than its current appraised market value; (ii) the Owner dies and the Lot is being administered by his or her estate; (iii) the Owner takes a leave of absence or temporarily relocates and intends to return to reside in the Lot; (iv) the Lot is to be Leased to a member of the Owner's immediate family, which shall be deemed to encompass children, grandchildren, grandparents, brothers, sisters, parents and spouses; (v) deployment or activity military duty status in any branch of the United States of America military; or (vi) the Owner sells the Lot and enters into a rent or leaseback agreement for a period not to exceed ninety (90) days from the date of sale. Those Owners who have demonstrated that the inability to Lease their Lot would result in undue hardship and have obtained the requisite approval of the Board may Lease their Lot for such duration as the Board reasonably determines is necessary to prevent undue hardship. Requests for hardship exemptions shall be reviewed by the Board on a case-by-case basis.*

(f) **Contents of Lease.** *Each Owner acknowledges and agrees that any Lease of his or her Lot shall be deemed to contain the following language and that if such language is not expressly contained in the Lease, then such language shall be incorporated into the Lease by existence of this Section. In addition, the terms and requirements contained herein automatically become a part of any Lease and/or an addendum to the Lease. These provisions shall also be attached to any Lease as an addendum and again, are a part of the Lease regardless of whether or not physically attached to the Lease. Any Lessee, by occupancy of a Lot, agrees to the applicability of this Section and incorporation of the following language into the Lease:*

The Lessee shall comply with all provisions of the Dedicatory Instruments and shall control the conduct of all other occupants and guests of the Leased Lot in order to ensure their compliance. Any violation of the Dedicatory Instruments by the Lessee, any occupant, or any person living with the Lessee, is deemed to be a default under the terms of the Lease and authorizes the

Owner to terminate the Lease without liability and to evict the Lessee in accordance with Texas law. The Owner hereby expressly delegates and assigns to the Association, acting through the Board, the power and authority of enforcement against the Lessee for breaches resulting from the violation of the Dedicatory Instruments, including the authority to pursue eviction proceedings on behalf of the Owner.

(g) Compliance with Dedicatory Instruments. Each Owner shall cause all occupants of his or her Lot to comply with the Dedicatory Instruments and shall be responsible for all violations and all losses or damage resulting from violations by such occupants, notwithstanding the fact that such occupants of the Lot are fully liable and may be personally sanctioned for any violation. The Owner shall provide the Lessee with a copy of the Dedicatory Instruments. In the event that the Lessee, or a person living with the Lessee, violates the Dedicatory Instruments for which a violation fine is imposed, such fine shall be assessed against the Owner. The Owner shall pay the violation fine(s) upon notice from the Association.

(h) Grandfathering. With respect to a Residence which is subject to a Lease as of the Effective Date, the Owner has no obligation to submit any further information to the Association.

(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 HIS 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 the Association's enforcement or fine policy, violations of this Article XVI shall be levied as follows:

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

ALL OWNERS MUST PROVIDE THE COMMENCEMENT DATE AND TERM OF LEASE INFORMATION TO THE ASSOCIATION. FAILURE TO PROVIDE SUCH INFORMATION MAY SUBJECT THE OWNER TO A VIOLATION FINE FOR NONCOMPLIANCE WITH THIS SECTION 16.1.

(j) Authority of Management To Act. The Board hereby authorizes and empowers the management company to do all such things and perform all such acts as are necessary to implement and effectuate the purposes of this Article XVI without further action by the Board.

(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.

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

The terms and provisions of the Valencia on the Lake Declaration, except as modified herein, are hereby declared to be in full force and effect with respect to the Property. Unless otherwise defined herein, all capitalized terms used herein shall have the meanings set forth in the Valencia on the Lake Declaration. The Property shall continue to be held, occupied, sold, and conveyed subject to the terms and conditions of the Valencia on the Lake Declaration and this Eighth Amendment, which shall run with title to the Property and are binding on all parties having any right, title or interest in and to the Property or any part thereof, including their heirs, representatives, successors, transferees and assigns, and shall inure to the benefit of each Owner thereof.

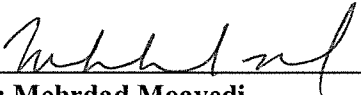
[SIGNATURE PAGE FOLLOWS THIS PAGE]

IN WITNESS WHEREOF, the Declarant has caused this Eighth Amendment to the Valencia on the Lake Declaration to be filed with the office of the Denton County Clerk.

DECLARANT:

**VALENCIA ON THE LAKE, L.P.,
a Texas limited partnership**

**By: Valencia on the Lake GP, LLC,
a Texas limited liability company
its General Partner**

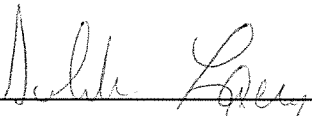
By: 
**Name: Mehrdad Moayed
Its: Manager**

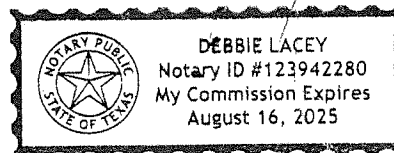
STATE OF TEXAS §
 §
COUNTY OF ~~DENTON~~ ^{DALLAS} §

BEFORE ME, the undersigned Notary Public, on this day personally appeared Mehrdad Moayed, Manager of the Valencia on the Lake, L.P., a Texas limited partnership, and General Manager, of Valencia on the Lake GP, LLC, a Texas limited liability company, known to me to be the person whose name is subscribed on the foregoing instrument and acknowledged to me that he/she executed the same for the purposes therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND AFFIRMED SEAL OF OFFICE on this the 17 day of August, 2023.

Notary Public, State of Texas





CERTIFICATION OF AMENDMENT

I, Dustin Warren, President of the Valencia on the Lake Homeowners Association, Inc., have read the foregoing Eighth Amendment to the Declaration of Covenants, Conditions and Restrictions for Valencia on the Lake, and do hereby certify that it is true and correct and do hereby approve same for recording in the Official Public Records of Denton County, Texas.

APPROVED AS TO SUBSTANCE:

**VALENCIA ON THE LAKE
HOMEOWNERS ASSOCIATION,
INC. a Texas non-profit
corporation**

By: 

Name: Dustin Warren, President