

Denton County  
Juli Luke  
County Clerk

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Instrument Number: 102211

ERecordings-RP  
AMENDMENT

Recorded On: August 28, 2018 12:51 PM

Number of Pages: 4

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" Examined and Charged as Follows: "

Total Recording: \$38.00

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\*\*\*\*\* 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: 102211  
Receipt Number: 20180828000440  
Recorded Date/Time: August 28, 2018 12:51 PM  
User: Terri B  
Station: Station 20

**Record and Return To:**

eRx



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

**NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.**

After recording, return to:  
 Valencia on the Lake Homeowners Association, Inc.  
 c/o Essex Association Management, L.P.  
 Attention: Ron Corcoran  
 1512 Crescent Drive, Suite 112  
 Carrollton, Texas 75006

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

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

THIS SIXTH AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR VAENCIA ON THE LAKE HOMEOWNERS ASSOCIATION, INC. (this “Amendment”) is made and entered by VALENCIA ON THE LAKE, L.P., a Texas limited partnership (the “Declarant”), as of the 24<sup>th</sup> day of August, 2018.

WHEREAS, on April 2, 2015, Declarant executed that certain Declaration of Covenants, Conditions and Restrictions for Valencia on the Lake Homeowners Association, Inc. recorded on April 6, 2015, as Document No. 2015-34127, in the Official Public Records of Denton County, Texas (the “Original Declaration”), as amended, modified and supplemented by that certain First Amendment to Declaration of Covenants, Conditions and Restrictions for Valencia on the Lake dated October 13, 2015, and recorded on October 26, 2015 as Document No. 2015-124053, in the Official Public Records of Denton County, Texas (the “First Amendment”), and as further amended, modified and supplemented by that certain Second Amendment to Declaration of Covenants, Conditions and Restrictions for Valencia on the Lake dated July 28, 2016, and recorded on July 29, 2016 as Document No. 2016-91565, in the Official Public Records of Denton County, Texas (the “Second Amendment”), and as further amended, modified and supplemented by that certain Third Amendment to Declaration of Covenants, Conditions and Restrictions for Valencia on the Lake dated November 3, 2016, and recorded on November 7, 2016 as Document No. 2016-140774, in the Official Public Records of Denton County, Texas (the “Third Amendment”), as further amended, modified and supplemented by that certain Fourth Amendment to Declaration of Covenants, Conditions and Restrictions for Valencia on the Lake dated February 10, 2017, and recorded on April 13, 2017 as Document No. 2017-42678, in the Official Public Records of Denton County, Texas (the “Fourth Amendment”), and as further amended, modified and supplemented by that certain Fifth Amendment to Declaration of Covenants, Conditions and Restrictions for Valencia on the Lake dated March 26, 2018, and recorded on March 28, 2018 as Document No. 34379, in the Official Public Records of Denton County, Texas (the “Fifth Amendment”; the Original Declaration as so amended, modified and supplemented, by the First Amendment, Second Amendment, Third Amendment, Fourth Amendment and Fifth Amendment is herein referred to as the “Declaration”), which Declaration encumbers the real property described therein with the covenants, conditions and restrictions set out therein (the “Property”); and

WHEREAS, the Town of Little Elm has required certain amendments and modifications to the Declaration with respect to the use and maintenance of alleys within the Property; and

WHEREAS, pursuant to its rights as Declarant under the Declaration, including, without limitation, Section 7.1 of the Declaration, Declarant desires to amend and modify the Declaration, as more specifically provided in this Amendment.

NOW, THEREFORE, the Declarant does hereby amend the Declaration as follows:

1. Defined Terms. Unless otherwise defined in this Amendment or the context otherwise requires, each term used in this Amendment with its initial letter capitalized which has been specifically defined in the Declaration shall have the same meaning herein as given to such term in the Declaration.

2. Amendment to Declaration. The definition of the “Common Properties” as defined in Article I, Paragraph (f) of the Declaration is hereby modified and amended to include, without limitation the Encroachment Area of the Association and “Licensee” under that certain Right of Way License Encroachment and Maintenance Agreement by and between the Association and the Town of Little Elm, recorded or to be recorded in the Official Public Records of Denton County, Texas (the “Encroachment Agreement”). The Association shall maintain such Encroachment Area (as defined in the Encroachment Agreement) as required under the Encroachment Agreement and as part of the Common Properties in accordance with the Declaration.

3. No Other Effect. Except as expressly modified, amended and supplemented by this Amendment, the terms and provisions of the Declaration are not amended, modified or supplemented, and the Declaration, as modified, amended and supplemented hereby, are hereby amended as provided herein.

4. Severability. Invalidation of anyone provision of this Amendment by judgment or court order shall in no way affect any other provision of this Amendment or the remainder of this Amendment which shall remain in full force and effect. Furthermore, in lieu of each such illegal, invalid, or unenforceable provision, there shall be added automatically as a part of this Amendment a provision as similar in terms to such illegal, invalid, or unenforceable provision as may be possible and be legal, valid, and enforceable.

5. Headings. The headings contained in this Amendment are for reference purposes only and shall not in any way affect the meaning or interpretation of this Amendment.

REMAINDER OF PAGE LEFT BLANK - SIGNATURE PAGE FOLLOWS

EXECUTED to be effective as of the date written above.

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

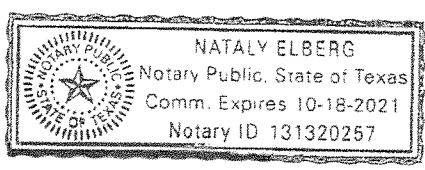
By: Mehrdad Moayedi  
Name: Mehrdad Moayedi  
Its: Manager

STATE OF TEXAS       §  
                                  §  
COUNTY OF DALLAS   §

Before me, Nataly Elberg, a Notary Public, on this day personally appeared Mehrdad Moayedi, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he/she executed the same as the act of Valencia on the Lake GP, LLC, the general partner of VALENCIA ON THE LAKE, L.P., a Texas limited partnership, as its Manager, for the purposes and consideration therein expressed.

Given under my hand and seal of office this 27 day of August, 2018.

[SEAL]



Nataly Elberg  
Notary Public, State of Texas  
Printed name of Notary Nataly Elberg  
My Commission Expires: 10/18/2021