

Denton County
Juli Luke
County Clerk

Instrument Number: 162311

ERecordings-RP

AMENDMENT

Recorded On: November 28, 2022 10:30 AM

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" Examined and Charged as Follows: "

Total Recording: \$42.00

***** 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.

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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

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.

**SECOND AMENDMENT TO DESIGN GUIDELINES
FOR VALENCIA ON THE LAKE HOMEOWNERS ASSOCIATION, INC.
(Security Measures)**

THIS SECOND AMENDMENT TO DESIGN GUIDELINES FOR VALENCIA 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 7th day of November, 2022.

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 Homeowners Association, Inc, and Amendment to Design Guidelines 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"), 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"), as further amended, modified and supplemented by that certain Sixth Amendment to Declaration of Covenants, Conditions and Restrictions for Valencia on the Lake dated August 24, 2018, and recorded on August 28, 2018 as Document No. 102211, in the Official Records of Denton County, Texas (the "Sixth Amendment"), and as further amended, modified and supplemented by that certain Seventh Amendment to Declaration of Covenants, Conditions and Restrictions for Valencia on the Lake Association, Inc. dated April 1, 2020, and recorded on May 11, 2020 as Document No. 61967, in the Official Records of Denton County, Texas (the "Seventh Amendment"; the Original Declaration as so amended, modified and supplemented, by the First Amendment, Second Amendment, Third Amendment, Fourth

Amendment, Fifth Amendment, Sixth Amendment, and Seventh 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”);

WHEREAS, pursuant to Section 202.023 of the Property Code, the Association may prohibit the installation of security cameras by an Owner of a Lot in a place other than that Owner’s Lot or private property, and may regulate the type of fencing that an Owner may install on its Lot;

WHEREAS, Declarant owns at least one (1) lot in the Property, and pursuant to Section 12.1(1) of the Declaration, the Declarant has the sole right to amend the Design Guidelines (as defined in the Declaration) applicable to Lots within the Property in its sole discretion;

WHEREAS, and has not yet delegated the rights reserved under Article III of the Declaration to any Architectural Control Committee (as defined in the Declaration), and thereby Declarant is the “Reviewer” as such term is defined in the Declaration, and the Declarant, pursuant to its rights as Declarant and Reviewer under the terms of the Declaration, including, without limitation, Section 3.4 of the Declaration desires to amend and modify certain provisions in the Design Guidelines (as defined in the Declaration) attached as Exhibit D to the Declaration, as more specifically provided in this Amendment.

WHEREAS,;

WHEREAS, pursuant to its rights as Declarant under the Declaration, including, without limitation, Section 12.1 of the Declaration, the Declarant desires to amend and modify certain requirements and restrictions set forth in Section 1.2 of the Design Guidelines applicable to Property and Lots located therein, as more specifically provided in this Amendment, to include additional design guidelines and requirements for security measures, including fencing and cameras, installed or constructed on Lots within the Property subject to the Declaration to ensure compliance with Section 202.023 of the Texas Property Code.

NOW, THEREFORE, the Declarant does hereby amend and modify the Design Guidelines as follows:

1. Defined Terms. Unless otherwise defined in the Design Guidelines or the context otherwise requires, each term used in the Design Guidelines 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 Design Guidelines. The Declarant desires to and does hereby modify and amend the Design Guidelines attached as Exhibit D to the Declaration applicable to all Lots within the Property to add the following as a new Section 1.2.4 thereunder:

“1.2.4. Security Measures. Any security fencing installed on an Owner’s Lot as a security measure under Section 202.023 of the Texas Property Code, as amended (a) shall be no higher than six (6) feet from grade, (b) to the extent located within the front yard area of an Owner’s Lot, must be

open and constructed of ornamental metal or wrought iron materials that allow the front façade of the residence on such Owner’s Lot to remain visible from the street through such fencing and be of a design approved by the Declarant or the Reviewer (as defined in the Declaration), (c) to the extent located within the front yard area of an Owner’s Lot, shall not include or be constructed or installed with screening material, landscape screening, chain link, razor wire, electrification, or barbed wire, and (d) such fencing shall otherwise be constructed, installed and maintained in compliance with any and all governmental requirements, including permit requirements. No Owner shall place security cameras in any place other than the Owner’s own Lot. The “front yard area” with respect to a Lot shall mean the area between the front façade of the residence on such Lot and the public street or right-of-way in front of such Lot.”

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

4. Severability. Invalidation of any one 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, LP,
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
Title: Manager

STATE OF TEXAS §
 §
COUNTY OF DALLAS §

BEFORE ME, the undersigned authority, on this day personally appeared Mehrdad Moayedi, Manager of Valencia on the Lake GP, LLC, a Texas limited liability company, the general partner of Valencia on the Lake, LP, a Texas limited partnership, 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, in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this 22nd day of November, 2022.

M. Kollinger
Notary Public in and for the State of Texas

My Commission Expires: 3-14-26

