

Denton County  
Juli Luke  
County Clerk

---

Instrument Number: 61967

ERecordings-RP

AMENDMENT

Recorded On: May 11, 2020 12:48 PM

Number of Pages: 7

---

" Examined and Charged as Follows: "

Total Recording: \$50.00

---

\*\*\*\*\* 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:**

Document Number: 61967  
Receipt Number: 20200511000349  
Recorded Date/Time: May 11, 2020 12:48 PM  
User: Denise W  
Station: Station 18

**Record and Return To:**

Simplifile



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                       §

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

THIS SEVENTH AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS 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"), and shall be effective as of the 1<sup>st</sup> day of April, 2020.

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"), and 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, under Document No. 102211 in the Official Public Records of

Denton County, Texas (the "Sixth Amendment"), the Original Declaration as so amended, modified and supplemented, by the First Amendment, Second Amendment, Third Amendment, Fourth Amendment, Fifth Amendment, and Sixth 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, 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.

**Section 7.1 Amendment is hereby amended to delete and replace in its entirety the first two sentences of Section 7.1 as follows:**

"This Declaration may be amended by the Declarant at any time within twelve (12) years from the date this Declaration is filed of record with the office of the County Clerk. Within such twelve (12) year period, 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."

**Section 8.2 Classes of Membership is hereby amended to delete and replace in its entirety the second paragraph titled Class B as follows:**

"The Class B Member(s) shall be the Declarant. For the purpose of clarification and enforcement of this Declaration, the Class B period and Declarant Control Period are equal in authority and rights and shall continue until such time as 99% of the maximum number of Lots planned or approved for the Property have been conveyed to Class A Members other than Builders who purchase Lots for development and sale. The Class B Member shall have and shall be able to exercise all Declarant rights and authority which may be administered according to this Declaration or as allowed under any local, state, or federal regulation setting forth Declarant rights in a developing community.

No Class A Member may interfere with the Declarant's rights nor shall any Class A Member hold any veto rights over any decision or action made by the Declarant during the Class B period. Additionally, the Class B Member shall have the sole right to appoint and remove Members to the Board and any person appointed by the Declarant need not be an Owner or Member of the Association.

On or before the date which is the earlier of (i) one hundred twenty (120) days after Declarant has sold seventy five percent (75%) of the Lots that may be developed within the Property, or (ii) ten (10) years after the date of recordation of this Declaration, whichever is first, at least one-third (1/3) of the directors on the Board shall then be elected by non-Declarant Owners. At this stage of transition the Class A Member shall be elected at a duly called meeting for this

purpose and shall serve a term of not more than one (1) year until such time as the Class B period is over and preparations for a full transition to non-Declarant Class A Members is required. Transition to non-Declarant, Class A Members shall take place within one-hundred twenty (120) days after the Class B period expires. Declarant may allow for the appointment of other Class A Members to the Board of Directors at any time, and from time to time, at the Declarant's sole discretion. **Any Member appointed by the Declarant may be removed by the Declarant at any time, without or without cause.**

The Class B Member shall have ten (10) votes for each platted Lot it owns and one-hundred (100) votes for each acre of land it owns within the development which is to become platted Lots for the sale and use as a residential Lot. In determining the number of Lots owned by the Declarant for the purpose of Class B Membership status the total number of Lots or acres covered by this Declaration and located in such Declarant's portion of the Property, including all Lots acquired by the Declarant and annexed thereto, shall be considered. If Class B Membership has previously lapsed but annexation of additional property restores the ratio of Lots owned by the Declarant to the number required by Class B Membership, such Class B Membership shall be reinstated until it expires pursuant to the terms of the Declaration."

**Section 8.3.2 is hereby amended to delete and replace in their entirety the first three (3) sentences of Section 8.3.2 as follows:**

"A quorum is required for any action referred to in Section 8.3.1 and, unless otherwise provided for, any action for which a percentage vote at a meeting is required shall be ten percent (10%) of the total number of Lots. A quorum of ten percent (10%) shall be required for regular annual, and election meetings and a quorum of thirty percent (30%) shall be required for special meetings when said meeting is being called for by the Class A Members other than the Board of Directors. The Declarant and Board of Directors may call a Special Meeting at any time, and from time to time, as deemed necessary and/or appropriate. Special Meetings called by the Declarant or a Member of the Board to address Association business or other topics of importance or interest shall require a quorum of not less than ten percent (10%). Only the business listed on the meeting's agenda for a Special Meeting at the time the notice of meeting is mailed or broadcast to the Members may be discussed or voted on. This Section of the Declaration with regard to quorum shall supersede and survive any other articles or sections governing this topic including any such rules or restrictions which may be found in the Association's Bylaws."

**Section 9.3 Acceptance and Control of Common Properties is hereby amended to and the following sentence to the end of this section:**

"Transfer of Common Properties to the Association by the Declarant shall be considered a ministerial or administrative task that shall not require the consent or joinder of the Board or any Class A Member."

**Section 9.4.1 a subsection of Section 9.4 is hereby amended to delete and replace Section 9.4.1 as follows:**

"The right of the Association to prescribe regulations governing the use, operation and maintenance of the common properties and amenities. In the event of a national emergency or any situation where the health, safety, and welfare of Owners, Occupants, Residents, and Guests are threatened, the Declarant or the Board of Directors shall have the authority to make decisions as to the closing of amenities and amenity centers, sports courts, and other areas frequented by

Owners. The Declarant or the Board may limit the hours of operation and/or the occupancy and use as deemed necessary and appropriate. In the event of a state or local Order or Executive Order, the Association shall follow the mandates and guidelines set forth by executive or any other Order dictating the use and operation of any common area, common element, or amenity;”

**Section 10.4 Acquisition Assessments / Capital Reserve Improvements is hereby amended to add the following at the end of this section as follows:**

”The Declarant, during the Declarant Control Period, and thereafter, the Board of Directors may review the amount of acquisition assessment collected at each closing and/or resale and may, by Resolution of the Board, increase or decrease the amount of this assessment notwithstanding, at no time shall the Acquisition Assessment / Capital Reserve Improvement be terminated. The Board of Directors, after the Declarant Control Period, may however, by way of Resolution, dictate and divide into any number uses, restricted or non-restricted, funds received from this assessment to be used by the Association. Any general account funded from assessments collected under this section shall be available at any time and for any Association related need or expense.”

**Section 10.18 Declarant’s Assessment is hereby deleted and replaced in its entirety with the following:**

“Declarant shall be exempt from payment of any Assessment regardless of the type of Assessment levied. Declarant shall have the right, but not the obligation, in its sole discretion and from time to time, to contribute to the revenues of the Association. At the option of Declarant, such contribution may be reflected on the books and records of the Association as a loan, in which event it shall be repaid by the Association to Declarant, at the discretion of Declarant. If treated as a loan, the contribution shall be subject to accrue interest, compounded monthly, from the date it is made until the date of its repayment, at the short term Applicable Federal Rate (“AFR”), as published by the Internal Revenue Service, and adjusted each month to reflect the AFR for such month.”

**Exhibit D, Design Guidelines is hereby amended to add the following statement before Section 1.1 as follows:**

“All construction and design rules and regulations in this Declaration and its Design Guidelines as well as any supplemental or amended rules and regulations governing the construction and / or modification of the exterior of a home or Lot is subject to amendment or change from time to time. Architectural reviews and decisions may be based solely on aesthetic reasons or may be conducted by the Architectural Review Committee on a case by case basis, taking into consideration different factors such as location, size and height, style, materials, use, and other considerations deemed necessary or appropriate for reaching an informed decision. Conducting reviews in this manner shall not be considered biased or unfair in any manner and shall be at the sole discretion of the Declarant or the ACC. It should be understood that in a developing community changes do occur. During the Declarant Control Period the Declarant may issue variances which may be temporary or permanent and such variances are final and may not be challenged, withdrawn or amended by the Board or the ACC, even after the Declarant Control Period ends.”

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

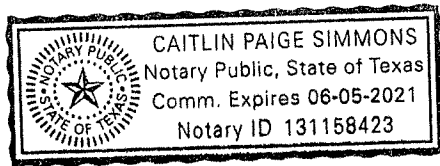
By: *Mehrdad Moayed*  
Name: Mehrdad Moayed  
Its: Manager

STATE OF TEXAS           §  
  §  
COUNTY OF DALLAS   §

Before me, *Caitlin Simmons*, a Notary Public, on this day personally appeared Mehrdad Moayed, 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 *7<sup>th</sup>* day of *may*, 2020.

[SEAL]



*Caitlin Simmons*  
Notary Public, State of Texas  
*caitlinsimmons*  
Printed name of Notary

My Commission Expires: *06-05-2021*