



VG-191-2024-54640

Denton County
Juli Luke
County Clerk

Instrument Number: 54640

Real Property Recordings

DECLARATION

Recorded On: May 24, 2024 10:37 AM

Number of Pages: 6

" Examined and Charged as Follows: "

Total Recording: \$45.00

***** 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: 54640
Receipt Number: 20240524000229
Recorded Date/Time: May 24, 2024 10:37 AM
User: Marlene F
Station: Station 6

Record and Return To:

REATTA RIDGE HOA



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

**FOURTH AMENDMENT
TO THE
DECLARATION OF COVENANTS, CONDITIONS & RESTRICTIONS
FOR REATTA RIDGE**

[Second Amended and Restated Leasing]

STATE OF TEXAS

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COUNTY OF DENTON

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KNOW ALL MEN BY THESE PRESENTS:

THIS FOURTH AMENDMENT TO THE DECLARATION OF COVENANTS, CONDITIONS & RESTRICTIONS FOR REATTA RIDGE (this "Fourth Amendment") is made this 23rd day of MAY, 2024 by Reatta Ridge Owners Association (the "Association").

WITNESSETH:

WHEREAS Reatta Ridge, Ltd. ("Declarant") prepared and recorded an instrument entitled "Declaration of Covenants, Conditions & Restrictions for Reatta Ridge" on or about June 13, 2001, at Volume 4857, Page 1605 et seq. of the Real Property Records of Denton County, Texas (the "Declaration"); and

WHEREAS, the Declaration was amended by the FHA Amendment to Declaration of Covenants, Conditions & Restrictions for Reatta Ridge, recorded on or about December 6, 2001, at Volume 4978, Page 130 et seq. of the Real Property Records of Denton County, Texas (the "First Amendment"); and

WHEREAS, the Declaration was amended by the First Supplement and Amendment to the Declaration of Covenants, Conditions & Restrictions for Reatta Ridge, recorded on or about March 5, 2008, as Document No. 2008-23231 of the Real Property Records of Denton County, Texas (the "Second Amendment"); and

WHEREAS, the Declaration was amended by the Second Supplement and Amendment to the Declaration of Covenants, Conditions & Restrictions for Reatta Ridge, recorded on or about January 13, 2009, as Document No. 2009-3328 of the Real Property Records of Denton County, Texas (the "Third Amendment"); and

WHEREAS, Article 12, Section 12.1 of the Declaration provides that, except as otherwise permitted by the Declaration, amendments to the Declaration must be approved by owners of at least a majority of the lots; and

WHEREAS, Owners representing more than a majority of the lots agreed to the following amendment to the Declaration.

NOW, THEREFORE, the Declaration is hereby amended as follows:

1. Article 5, Section 5.15 of the Declaration is deleted in its entirety and replaced with the following:

5.15. **LEASING OF HOMES.** The rental or leasing of lots is not desired and can only be done as expressly provided by this Section. Leasing of dwellings on lots shall be governed by the following provisions, in addition to any rules or regulations as

adopted from time to time by the Board so long as such rules or regulations are not in conflict with the terms set forth in this Section:

(1) Definitions. "Leasing," as used in this Section, is defined as regular, exclusive occupancy of the dwelling on 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. For purposes of this Section, if a lot is owned by a trust and the beneficiary of the trust is living in the dwelling, that lot shall be considered owner-occupied rather than leased.

"Tenant," as used in this Section, is defined as any person having the right to reside in, occupy or use a lot, whether the owner is present or not, and whether paying rent or not, and whether identified on the lease or not, other than: (1) the record owner of the lot, (2) the owner's romantic partner, or (3) the record owner's spouse, partner, mother, father, daughter, son, sister, brother, grandmother, grandfather, grandson or granddaughter. The determination of who constitutes a Tenant is subject to the sole discretion of the Board of Directors.

(2) General. Dwellings may be leased only in their entirety. No more than one (1) lease may be signed for the same lot during the same lease term. All leases shall be in writing and provide that the terms of the lease are subject to the provisions of the Documents. There shall be no subletting of a lot or assignment of a lease without prior written approval from the Board. No transient tenants may be accommodated on a lot. No short-term leasing is permitted, including any leasing of a lot on a nightly basis. All leases must be for an initial term of twelve (12) months unless otherwise approved by the Board in writing. Thereafter, leases may be renewed on an annual basis. The owner must make available to the lessee copies of the Documents of the Association.

(3) Notice of Intent to Lease. Once the owner of a dwelling has received written approval from the board as required in section (4) the dwelling will be designated "Lease Property" and may be offered for lease. Upon entering into a new lease with a new tenant or renewal of an existing lease the owner shall provide, at the owner's sole cost and expense, the following information to the Board within 5 days on any change in occupancy including vacancy. This information may be submitted online at www.ReattaRidge.org under update tenant information or emailed to the board at board@reattaridge.org, or other method specified at the time.

- a. Property Address:
- b. Lease Expiration Date:
- c. Tenant and co-tenant contact information including full name, email address and telephone number.
- d. The name of any additional adults occupant (over the age 18)
- e. Year, Make, Model, Color, and License Tag Number of all vehicles to be parked in Reatta Ridge:
- f. A written statement signed by the owner and the Tenant acknowledging that the Tenant and all occupants agree to be bound by the Declaration, Bylaws, Articles of Incorporation, and all other rules, regulations, and policies of the Association.

(4) Leasing Limitations. From the date of this adoption of this amendment, no more than fifteen percent (15%) of the total lots (as detailed below) located Reatta Ridge may

be subject to a lease at any point in time. The goal is to preserve Reatta Ridge as one of predominantly owner-occupied dwellings. Specifically, in order to help manage this leasing cap and due to the fact that Reatta Ridge is still undergoing development, the Reatta Ridge Property will be broken down into three (3) parts: (i) Part I, consisting of Phases 1 & 2 (ii) Part II, consisting of Phase 4, and (iii) Part III, consisting of Phases 3 & 5. Each of the three (3) parts (being Part I, Part II, and Part III) will be subject to the 15% cap, with no more than 15% of the lots in each Part being leased at any point in time. An owner seeking to lease the dwelling on his/her lot for the first time must notify the Board in writing of his/her desire to lease the dwelling. The Board will then confirm to the owner whether the applicable leasing cap for that Part has been met within five (5) business days. If 15% or more of the lots in the applicable Phase are then currently subject to leases, the owner may not lease the lot. Owners may lease on a first come, first come basis. Once an owner has received confirmation from the Board that the leasing cap has not been met, the owner may lease the dwelling on the owner's lot and may thereafter continue to lease the dwelling, including by renewing any lease of the dwelling and/or entering into a new lease of the dwelling with a new tenant, so long as the owner desires to do so and so long as the owner remains the record owner of the lot. For renewals of leases and new leases, the owner need only provide the notice to the Board as required in Section (3) above. Once an owner no longer leases his/her dwelling or the owner sells the dwelling to a new owner, the owner must again notify the Board if the owner desires to lease the dwelling in order to give equal opportunity to all owners to lease their dwellings.

(5) Notification of Lease Issue by Board of Directors. If the terms of the lease do not meet the standards and criteria described in this Section, then the Board may notify the owner that the lease fails to meet the requirements of this Section, owner shall not lease to or allow anyone to reside in the dwelling if the lease does not meet the standards and criteria set out above.

(6) Hardship. Notwithstanding any provision to the contrary, the Board shall be empowered to allow leasing of one or more dwellings which do not comply with the leasing restrictions above upon written application by an owner to avoid undue hardship. 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.

(7) 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 Documents of the Association 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

Documents 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 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 Documents of the Association, including the power and authority to evict the lessee as attorney-in-fact on behalf and for the benefit of the owner.

The owner transfers and assigns to the lessee, for the term of the lease, any and all rights and privileges that the owner has to use the common area including, but not limited to, the use of all recreational facilities and other amenities.

(8) Compliance with Declaration, Bylaws and Rules and Regulations. Each owner shall cause all occupants of his or her lot to comply with the Documents of the Association 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 Documents of the Association.

In the event that the lessee, or a person living with the lessee, violates the Documents for which a fine is imposed, such fine shall be assessed against the owner. The owner shall pay the fine upon notice from the Association.

In the event the Association proceeds to evict the lessee, any costs, including attorney's fees and court costs associated with the eviction, shall be assessed as an assessment against the lot and the owner, such being deemed an expense which benefits the leased lot and the owner thereof.

(9) Exempt Owners. The leasing limitations contained in Sections (2) and (4) shall not apply to the Association or to any institutional lender, insurer or guarantor of a mortgage who takes title to any lot pursuant to the remedies set forth in its mortgage or security instrument, provided, however, that it shall apply to any leases by any purchaser from such mortgagee and any successor to such purchaser.

(10) Grandfathering. With respect to dwellings which are subject to a valid written lease as of the effective date hereof, the above restrictions do not apply. Notwithstanding this exemption for dwellings already subject to a valid written lease on the effective date hereof, upon termination of that lease, the owner must comply with the above restrictions and procedures. A copy of the existing lease and a tenant form must be provided to the Board of Directors within thirty (30) days of the recordation of this Fourth Amendment to be considered exempt under this clause.

(11) Noncompliance. From the date of the adoption of this Fourth Amendment, any lease of a lot entered into without complete and full compliance with the terms herein shall be deemed void and of no force and effect and shall confer not title or interest in a dwelling to the purported lessee or purchaser. For violations of the above restrictions,

the Association may impose fines of up to \$100.00 per day for each day the lot is leased in violation of this Section.

The Association shall have the power and authority to enforce this Section in any legal manner available, as the Board deems appropriate, including, without limitation, taking action to evict the occupants of any lot which does not comply with the requirements and restrictions hereof. EACH OWNER HEREBY APPOINTS THE ASSOCIATION AS ITS ATTORNEY-IN-FACT FOR THE PURPOSE OF TAKING LEGAL ACTION TO DISPOSSESS, EVICT OR OTHERWISE REMOVE THE OCCUPANTS OF HIS OR HER LOT AS NECESSARY TO ENFORCE COMPLIANCE WITH THIS PARAGRAPH. 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 judgment of the Board are reasonably necessary to monitor compliance with this Section.

2. Except as modified by the First Amendment, Second Amendment, Third Amendment, and this Second Amended and Restated Edition of the Fourth Amendment which shall supersede all previous versions of this amendment, the Declaration shall remain in full force and effect and shall supersede any and all previous versions.

IN WITNESS WHEREOF, the Association has caused this Second Edition of the Fourth Amendment to be executed by its duly authorized officer this 23 day of May, 2024.

REATA RIDGE OWNERS ASSOCIATION

A Texas non-profit corporation

By: [Signature]
Name: GARRETT H. DELONG
Title: PRESIDENT

ACKNOWLEDGMENT

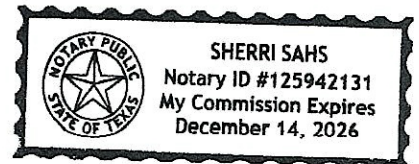
STATE OF TEXAS

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COUNTY OF DENTON

This instrument was acknowledged before me by Garrett H. DeLong
President of Reatta Ridge Owners Association, a Texas non-profit corporation, on behalf of said corporation,
on the 23 day of May, 2024.

[Signature]
Notary Public, State of Texas



My Commission Expires 12-14-2026