

**Grayson County
Deana Patterson
County Clerk
Sherman, TX 75090**

Instrument Number: 2024 - 4837

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******* THIS PAGE IS PART OF THE INSTRUMENT *******

Any provision herein which restricts the Sale, Rental or use of the described Document because of color or race is invalid and unenforceable under federal law.

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Sherman TX 75090



STATE OF TEXAS
COUNTY OF GRAYSON

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 Grayson County, Texas.

Deana Patterson
County Clerk
Grayson County, TX

2. Amendment. Declarant desires to modify and amend, and does hereby modify and amend Section 7.20 of the Declaration to read in its entirety as follows:

“7.20 LEASING OF RESIDENCES. Builders may only convey Residences constructed on a Lot by such Builder to an end-use Owner occupant. From and after the sale or transfer of any Residence within a Lot, such Residence may not be leased or rented to a non-Owner occupant during the two (2) year period following the closing of such sale or transfer of such Residence, unless otherwise approved in writing by the Board, which approval may be withheld in the Board sole and absolute discretion. In any event, no more than ten percent (10%) of the Residences within the Subdivision (excluding any Residences owned by Declarant or any affiliate(s) of Declarant) may be leased to a non-Owner occupant at any given time without the express written consent and approval of the Board, which may be withheld in the Board’s sole and absolute discretion. The foregoing restrictions on leasing shall not apply to any residences on Lots owned by Declarant or any Declarant affiliate(s), and the calculation of the ten percent (10%) threshold shall exclude any Declarant owned Lots and Lots owned by any Declarant affiliate(s). The Board may grant a variance of the use restrictions set forth in tis Section 7.20 regarding leasing on a case by case basis at the sole and absolute discretion of the Board.

“An Owner must deliver a copy of any proposed lease for approval by the Board as a condition to the effectiveness of such lease, and any proposed lease must include a requirement that the tenant and any occupants of a Residence by such lease fully comply with the terms of this Declaration and that such Tenant agree to be jointly and severally liable to the Association for any fines, fees or assessments levied against the tenant or any occupant of a residence on a Lot by such lease (the “Required Lease Terms”). Whether or not it is so stated in a lease, every lease is subject to this Declaration and any rules, regulations, Design Guidelines or other dedicatory instruments promulgated hereunder. An Owner is responsible for providing its tenant with copies of this Declaration, and any and all rules, regulations, Design Guidelines or other dedicatory instruments promulgated hereunder, and notifying its tenant of changes thereto. Failure by the tenant or his invitees to comply with this Declaration and any rules, regulations, Design Guidelines or other dedicatory instruments promulgated hereunder is deemed to be a default under the lease. When the Association notifies an Owner of its tenant’s violation, the Owner will promptly obtain his tenant’s compliance or exercise its rights as a landlord for tenant’s breach of lease. If the tenant’s violation continues or is repeated, and if the Owner is unable, unwilling, or unavailable to obtain his tenant’s compliance, then the Association has the power and right (but is not obligated) to pursue the remedies of a landlord under the lease or state law for the default, including eviction of the tenant. THE OWNER OF A LEASED LOT OR RESIDENCE IS LIABLE TO THE ASSOCIATION FOR ANY EXPENSES INCURRED BY THE ASSOCIATION IN CONNECTION WITH ENFORCEMENT OF THIS DECLARATION, AND ANY AND ALL RULES, REGULATIONS, DESIGN GUIDELINES OR OTHER DEDICATORY INSTRUMENTS PROMULGATED HEREUNDER AGAINST HIS TENANT.

“The Board may reject any proposed lease that (i) would violate the two (2) year prohibition on leasing to a non-Owner occupant, or (ii) would result in more than ten percent (10%) of the Residences in the Subdivision (excluding any Residences owned by

Declarant or any affiliate(s) of Declarant) being leased to non-Owner occupants or (iii) fail to include the Required Lease Terms. Notwithstanding the foregoing or anything to the contrary contained herein, during the Declarant Control Period, neither Declarant nor any Declarant affiliate will be subject to the leasing restriction contained in this Section 7.20 with respect to any Lot owned by Declarant or any Declarant affiliate, and Lots owned by Declarant or any Declarant affiliate that are leased by Declarant or any Declarant affiliate during the Declarant Control Period shall not be accounted for in determining the ten percent (10%) cap on leased Residences in the Subdivision.

“The Association is not liable to the Owner for any damages, including lost rents, suffered by the Owner in relation to the Association’s enforcement of this Declaration, and any and all rules, regulations, Design Guidelines or other dedicatory instruments promulgated hereunder against the Owner’s tenant. The Association has the right to request each Owner leasing a Residence or Lot in the Subdivision subject to this Declaration provide the Association with the following regarding the lease or tenant thereunder:

“7.20.1 The contact information, including name, mailing address, phone number, and e-mail address of each person who will reside on the Owner’s Residence or Lot under the terms of such lease; and

“7.20.2 The commencement date and term of such lease.”

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, is 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:

BEL AIR VILLAGE SFR, LLC,
a Delaware limited liability company

By: Bel Air Building Company, LLC,
a Delaware limited liability company
its Manager

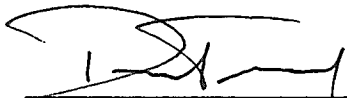
By: 

Ronny Guerrero, Manager

STATE OF TEXAS §
 §
COUNTY OF Collin §

BEFORE ME, the undersigned authority, on this day personally appeared Ronny Guerrero, the Manager of Bel Air Building Company, LLC, a Delaware limited liability company, the Manager of BEL AIR VILLAGE SFR, LLC, a Delaware limited liability company, 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, and as the act and deed of said limited liability company and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this 22 day of FEBRUARY, 2024.



NOTARY PUBLIC STATE OF TEXAS
Printed Name: Duc Truong
My commission expires: 6/28/25

