

**AFTER RECORDING RETURN TO:**

**Judd A. Austin, Jr.  
Henry Oddo Austin & Fletcher, P.C.  
1700 Pacific Avenue  
Suite 2700  
Dallas, Texas 75201**

STATE OF TEXAS       §  
                                  §  
COUNTY OF DALLAS   §

**FIRST AMENDMENT  
TO  
THIRD AMENDED AND RESTATED  
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS  
FOR  
RLV HOMEOWNERS ASSOCIATION, INC.**

**WHEREAS**, the Third Amended and Restated Declaration of Covenants, Conditions and Restrictions for RLV Homeowners Association, Inc., was recorded on July 15, 2015, under Instrument No. 201500185124 in the Official Public Records of Dallas County, Texas (the “*Declaration*”) by RLV Homeowners Association, Inc., a Texas non-profit corporation (the “*Association*”); and

**WHEREAS**, the Declaration affects certain tracts or parcels of real property located in the City of Dallas, Dallas County, Texas, more particularly described on Exhibit A attached to the Declaration (the “*Addition*”); and

**WHEREAS**, under Article IX, Section 9.1 of the Declaration, the Declaration may be amended by the affirmative vote of at least fifty-one percent (51%) of the Owners of Lots; and

**WHEREAS**, the following amendments to the Declaration were proposed and approved by the affirmative vote of the Owners of the Association; and

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

1. Article III of the Declaration is hereby amended to add Section 3.2 and, shall hereinafter read, in its entirety, as follows:

**3.2 Leasing and Occupancy Restrictions.** *In order to preserve the quality of life of Members and residents and the high standards of maintenance and care of the Property and Common Area, and to promote the residence and/or leasing of a Dwelling Unit by responsible individuals, a Dwelling Unit may only be leased in accordance with the following provisions.*

***Definitions.***

***“Leasing”, as used in this Section, is defined as regular, exclusive occupancy of the Dwelling Unit by any person other than the Owner for which the Owner receives a consideration or benefit, including, but not limited to, a fee, service, gratuity, or emolument. For purposes of this Section, if Dwelling Unit is owned by a trust and the beneficiary of the trust is living in the Dwelling Unit, that Dwelling Unit shall be considered-Owner-occupied rather than leased. For the purposes of these Leasing and Occupancy Rules only, a beneficiary of an Owner wherein the Owner is a Trust shall constitute an “Owner.”***

***“Residential Purposes”, as used in this Section 3.1 is hereby interpreted to prohibit short-term rentals of or transient stays (defined to mean any period of less than six (6) months) at a Dwelling Unit and shall not include either of the following: (i) operating a rooming or boarding house within a Dwelling Unit, for any period of time, as a source for income; (ii) renting by the Owner of less than the entire Dwelling Unit to others as a separate house-keeping unit (i.e., separate households), for any period of time; (iii) corporate housing intended to be a home on a temporary basis to individuals, including employees of an entity. To be clear, the Board has determined that any Owner who operates or rents his or her Dwelling Unit as described in either (i), (ii) or (iii) above will be in violation of, inter alia, of the Declaration.***

- (a) General.** *A Dwelling Unit may be leased only in its entirety. All leases shall be in writing and provide that the terms of the lease are subject to the provisions of the Declaration, Bylaws, and any and all dedicatory instruments of the Association. No transient tenants may be accommodated on a Lot, i.e., any term less than six (6) months with no greater than three (3) rental agreements per year. All rental agreements must be for an initial term of at least six (6) months unless otherwise approved by the Board in writing. Neither the Owner nor tenant shall assign or sub-let the rental agreement. The Owner must make available to the tenant copies of the Declaration, Bylaws, and any and all dedicatory instruments of the Association.*
- (b) Lessee.** *The decision to lease the Dwelling Unit is solely the Owner's decision and receipt of information by the Association shall neither be construed or interpreted as the Association's approval or consent of the tenant nor performance of any due diligence as to the tenant's qualifications. To assist the Owner in providing information as permitted by applicable law, the Owner shall complete the Tenant Information Sheet attached hereto as Exhibit A. To ensure compliance with applicable law, the Board may modify, from time to time, Exhibit A.*
- (c) Maximum Leases Allowed.** *No more than ten (10) Dwelling Units may be leased at one time, unless otherwise provided by law.*
- (d) Leasing Limitations.** *Upon acquiring an ownership interest in a Dwelling Unit, the Owner may not lease the Dwelling Unit until the expiration of twelve (12) months from the date of the recording of the deed to the Lot which conveys title; provided that the Owner may lease the Dwelling Unit thereon pursuant to Board approval of a hardship. After the expiration of the twelve (12) month period, the Owner may lease the Dwelling Unit subject to the other terms contained in herein.*

- (e) *Hardship. Notwithstanding any provision to the contrary, the Board shall be empowered to allow leasing of Dwelling Units prior to the twelve (12) month leasing ban, the maximum lease provision or other appropriate instances as determined solely by the Board upon written application by an Owner to avoid undue hardship. By way of illustration and not by limitation, circumstances which might constitute undue hardship are those in which (i) an Owner must relocate his or her Dwelling Unit and cannot, within ninety (90) days from the date the Dwelling Unit was placed on the market, sell the Lot while offering it for sale at a reasonable price no greater than its current appraised market value; (ii) the Owner dies and the Lot is being administered by the estate; (iii) the Owner takes a leave of absence or temporarily relocates and intends to return to reside in the Dwelling Unit; (iv) the Dwelling Unit is to be leased to a member of the Owner's immediate family, which shall be deemed to encompass children, grandchildren, grandparents, brothers, sisters, parents and spouses; (v) deployment or activity military duty status in any branch of the United States of America military. Those Owners who have demonstrated that the inability to lease their Dwelling Unit would result in undue hardship and have obtained the requisite approval of the Board may lease their Dwelling Unit for such duration as the Board reasonably determines is necessary to prevent undue hardship. Requests for hardship exemptions shall be reviewed by the Board on a case-by-case basis.*
- (f) *The Board is hereby authorized to promulgate, enforce, and amend, from time to time, reasonable rules which govern the leasing of Dwelling Units.*

2. Article V, Section 5.6 of the Declaration is hereby deleted and amended and, shall hereinafter read, in its entirety, as follows:

**5.6. Garages. Each Dwelling Unit shall have as a minimum a two-car garage. Garage door shall be closed when the garage is not in use. ARC approval will be required for all garage locations and for the materials and appearance of doors, gates and screening methods. Each garage shall have a minimum 20' 0" apron or drive directly in front of its entrance. Building or installing a Dwelling Unit over the concrete drive in front of the garage entrance is prohibited, including, but not limited to, awnings, carports and extensions to the garage.**

The terms and provisions of the Declaration, except as modified herein, are hereby declared to be in full force and effect with respect to the Addition. The Addition shall continue to be held, occupied, sold and conveyed subject to the terms and conditions of the Declaration, and this First Amendment to the Declaration, which shall run with title to the Addition and are binding on all parties having any right, title or interest in and to the Addition or any part thereof, including their heirs, representatives, successors, transferees and assigns, and shall inure to the benefit of each Owner thereof.

IN WITNESS WHEREOF, the Board of Directors of the Association, Inc. has caused this First Amendment to the Declaration to be filed with the office of the Dallas County Clerk and is made to be effective as of the 28 day of February, 2022

**RLV HOMEOWNERS ASSOCIATION, INC.,  
a Texas non-profit corporation**

By:

Nike Pearce  
\_\_\_\_\_  
Nike Pearce, President

2/28/2022  
\_\_\_\_\_  
Date

Attest:

J. Stephen Gibson  
\_\_\_\_\_  
J. Stephen Gibson, Secretary

Feb. 28, 2022  
\_\_\_\_\_  
Date

STATE OF TEXAS

§

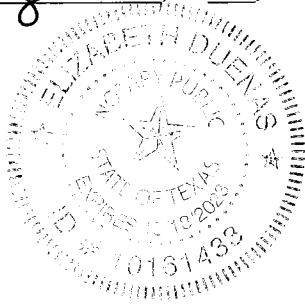
§

COUNTY OF DALLAS

§

RLV HOMEOWNERS ASSOCIATION, INC.

BEFORE ME, the undersigned Notary Public, on this day personally appeared Mike Spence and J. Stephen Gibson, known to me to be the person and officer whose name is subscribed to the Instrument, and acknowledged to me that he/she executed the same for the purpose and consideration therein expressed, and in the capacity therein stated on this 28 day of February, 2022, to certify which witness my hand and official seal of office.



Elizabeth Duenas  
Notary Public – State of Texas

# Exhibit A

## **TENANT INFORMATION SHEET**

**PROPERTY ADDRESS:** \_\_\_\_\_

**PRIMARY TERM BEGINS AND ENDS AS FOLLOWS:**

COMMENCEMENT DATE: \_\_\_\_\_ EXPIRATION DATE: \_\_\_\_\_

**PROSPECTIVE TENANT'S NAME (FIRST, MIDDLE, LAST):**

\_\_\_\_\_

**IS THERE A CO-APPLICANT? IF YES: NAME (FIRST, MIDDLE, LAST):**

\_\_\_\_\_

**CONTACT INFORMATION FOR APPLICANT:**

E-MAIL: \_\_\_\_\_

MOBILE PHONE: \_\_\_\_\_ HOME PHONE: \_\_\_\_\_ WORK PHONE: \_\_\_\_\_

**CONTACT INFORMATION FOR ADDITIONAL OCCUPANT:**

E-MAIL: \_\_\_\_\_

MOBILE PHONE: \_\_\_\_\_ HOME PHONE: \_\_\_\_\_ WORK PHONE: \_\_\_\_\_

**NAME ALL OTHER PERSONS WHO WILL OCCUPY THE PROPERTY:**

NAME: \_\_\_\_\_ RELATIONSHIP: \_\_\_\_\_ AGE: \_\_\_\_\_

NAME: \_\_\_\_\_ RELATIONSHIP: \_\_\_\_\_ AGE: \_\_\_\_\_

NAME: \_\_\_\_\_ RELATIONSHIP: \_\_\_\_\_ AGE: \_\_\_\_\_

**LIST ALL VEHICLES TO BE PARKED ON THE PROPERTY:**

YEAR: \_\_\_\_\_ MAKE: \_\_\_\_\_ MODEL: \_\_\_\_\_ LICENSE/STATE: \_\_\_\_\_

YEAR: \_\_\_\_\_ MAKE: \_\_\_\_\_ MODEL: \_\_\_\_\_ LICENSE/STATE: \_\_\_\_\_

**ACKNOWLEDGEMENT & REPRESENTATION:**

- (1) Signing this Tenant Information Sheet, Owner affirms and acknowledges that he/she has, as part of the tenant selection process, performed necessary and appropriate due diligence inquiries on some or all of the following factors such as criminal history, credit history, current income, and rental history.
- (2) Applicant represents that the statements in this are true and complete.
- (3) This Tenant Information Sheet shall not constitute a record of the Association and shall only be made available with the Owner's written approval or a court orders the Association to release the information.
- (4) The decision to lease the Dwelling Unit is solely the Owner's decision and receipt of this Tenant Information Sheet shall neither be construed or interpreted as the Association's approval or consent of the tenant nor performance of any due diligence as to the tenant's qualifications.



OWNER: \_\_\_\_\_  
(signature)

\_\_\_\_\_  
(print name)

DATE: \_\_\_\_\_

**Dallas County  
John F. Warren  
Dallas County Clerk**

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**Instrument Number:** 202200055710

eRecording - Real Property

**Recorded On:** February 28, 2022 03:37 PM

**Number of Pages:** 10

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**" Examined and Charged as Follows: "**

Total Recording: \$58.00

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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:** 202200055710  
**Receipt Number:** 20220228001272  
**Recorded Date/Time:** February 28, 2022 03:37 PM  
**User:** Tineka S  
**Station:** CC08

**Record and Return To:**

CSC Global



**STATE OF TEXAS  
COUNTY OF DALLAS**

**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 Dallas County, Texas.**

John F. Warren  
Dallas County Clerk  
Dallas County, TX