

TENTH AMENDMENT  
to  
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS  
for  
THE VILLAGE AT FRISCO LAKES

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THE STATE OF TEXAS       §  
  §  
COUNTY OF DENTON       §

WHEREAS, Frisco Lakes, a subdivision in Denton County, Texas (the "Subdivision") is subject to and governed by that certain Declaration of Covenants, Conditions and Restrictions for The Village at Frisco Lakes, recorded in the Official Public Records of Real Property of Denton County, Texas under Clerk's File No. 2006-34621 (the "Declaration"), as amended and supplemented, and any other property which has been or may be subsequently annexed thereto and made subject to the authority of the Association.

WHEREAS, the Declaration, including any and all amendments and/or supplements thereto establish The Village at Frisco Lakes Community Association, Inc. (the "Association") as a property owners' association and make the owners of the real property in the Subdivision mandatory members of such property owners' association.

WHEREAS, pursuant to Article XXI, Section 21.2 of the Declaration, the Declaration may be amended upon the affirmative vote or written consent, or any combination thereof, of sixty-seven percent (67%) of the votes of the members entitled to vote.

WHEREAS, the owners of the Association desire to amend the Declaration as set forth herein.

WHEREAS, this Tenth Amendment to the Declaration has been approved by at least sixty-seven percent (67%) of the votes of the members entitled to vote on the amendment to the Declaration, as evidenced by the "Official Election Certification" attached hereto.

NOW, THEREFORE, the following provisions of the Declaration are amended as set forth below:

1. Article IV, Section 4.4(h) of the Declaration entitled "Alienation" is hereby deleted in its entirety and replaced with the following provision:

(h) **Leasing Prohibited.** The term "lease" as used herein means any type of agreement or arrangement which provides to a person or entity other than the Owner of the Lot the use of and right to possess the Dwelling Unit on a Lot. **The Leasing of a Dwelling Unit is expressly prohibited.**

(h)(1) **Legacy Clause.** A Dwelling Unit that is currently being leased as of the date this Tenth Amendment to the Declaration has been recorded in the Official Public Records of Real Property of Denton County, Texas may continue to be leased until (1)

the Dwelling Unit has been conveyed to a new Owner or (2) the Owner fails to lease the Dwelling Unit for a consecutive twelve (12) month period thereafter, at which time: (a) the Lot shall be subject to Section (h) in its entirety; and (b) this Legacy Clause shall not be applicable to the conveyed Lot. As used herein, the term "conveyed to a new Owner" means any transfer of title to a Lot except: (a) a transfer of title to a Lot (including a transfer of a partial ownership interest) by one spouse to the other spouse; (b) a transfer of title to a Lot that is incident to a divorce proceeding; (c) a transfer of a co-Owner's interest in a Lot to another co-Owner; (d) the transfer of title to a Lot from one co-Owner to another co-Owner that is incident to a probate proceeding; (e) the creation of a security interest in or mortgage encumbering a Lot; or (f) a transfer of title to a Lot to a trust.

(h)(1.1) **Leasing Permits.** Upon the expiration of a lease of a Dwelling Unit pursuant to Section (h)(1), the Owner of the Dwelling Unit must apply for and receive a "Leasing Permit" from the Association in order to enter into a new Lease. Such a Leasing Permit, upon its issuance, will allow an Owner to lease his or her Dwelling Unit provided that such Leasing is in strict accordance with the terms of the Leasing Permit and this Section. The Board of Directors shall have the authority to establish conditions as to the duration and use of such Leasing Permits consistent with this Subsection. All Leasing Permits shall be valid only as to a specific Owner and Dwelling Unit and shall not be transferable between either Dwelling Units or Owners, but shall be transferable to successors in title to the same Dwelling Unit.

The Association shall notify the Owner of the Lot in writing (including email if available) within ten (10) business days of receipt of the Owner's notice if a Leasing Permit has been issued. If the written notification (including email if available) from the Association is not mailed or sent by the Association to the Owner within ten (10) business days of receipt of the Owner's request to lease a Lot, the Owner is prohibited from leasing the Lot.

A Leasing Permit shall be automatically revoked upon the happening of any of the following events: (1) the failure of an Owner to re-lease his or her Dwelling Unit within ninety (90) days of the Leasing Permit having been issued or (2) the occurrence of the date referenced in a notification by the Owner to the Association that the Owner will as of that date no longer need the Leasing Permit.

Approval for a Leasing Permit shall be contingent upon (1) the Owner's agreement to allow the Association to inspect the Lot to ensure compliance with the Association's Design Guidelines prior to the initiation of the proposed lease term; and (2) the Owner's agreement to retain the services of a contractor to perform regular lawn maintenance during the tenancy of the proposed lease.

(h)(2) **Minimum Term Length.** A lease pursuant to Section (h)(1) must be for a term of not less than twelve (12) consecutive months. A lease pursuant to Section (h)(1) for a term of less than twelve (12) months is prohibited. Automatic extensions of

leases are permitted and do not require a Leasing Permit, provided no lease terms change in the renewed lease. If the proposed renewed lease is subject to any changed terms, the Owner must apply for and obtain a Leasing Permit before such renewed lease will be permitted. Unless otherwise authorized by this Declaration, the Association's Board of Directors does not have the authority to and will not approve or disapprove any lease.

(h)(3) **Family Member Exception and Requirements.** Notwithstanding any language to the contrary herein, Dwelling Units that are leased or occupied by a family member of the record Owner(s) of the Lot are not considered to be leased. "Record Lot Owner" as used in this Section means that the Owner's name is on the recorded deed to the Lot. Upon passing of title to a family member of the Record Lot Owner, the occupying family member, or another family member, may continue to occupy the Dwelling Unit on a full-time basis for as long as the recorded deed to the Lot is held in the name of a family member. If the title is conveyed to anyone other than a family member, the Dwelling Unit may not be leased or occupied by anyone other than the Record Lot Owner or a family member of the Record Lot Owner.

(h)(4) **Lease Requirements.** A lease pursuant to Section (h)(1) must be in writing. Leasing the Dwelling Unit does not relieve the Owner of the Lot from the obligation to comply with these restrictions and/or the Association's Dedicatory Instruments [as that term is defined by Texas Property Code Section 202.001(1) or its successor statute]. All lessees are subject to this Declaration and the Association's Dedicatory Instruments. There may only be one lease for a Dwelling Unit at a time. Upon written demand from the Association, the Owner of the Lot must provide a true and correct copy of the lease to the Association within fourteen (14) business days of the date of the lease. The Owner may redact a lessee's social security number and/or driver's license number and/or government issued identification number prior to providing a copy of the lease to the Association. Upon written demand of the Association, the Owner of the Lot must provide to the Association the name, age, mailing address, phone number, and email address, if any, of each person who will reside at the Lot within fourteen (14) business days of the date such written demand is mailed. Upon written demand of the Association, the Owner of the Lot must provide to the Association the make, model, and license plate number of all vehicles owned, operated or controlled by all lessees of a Lot within fourteen (14) business days of the date such written demand is mailed.

(h)(5) **Lessee and Renter Access to Association Facilities.** The approval and subsequent execution of a lease pursuant to Section (h)(1) constitutes the surrender by the Owner of the right to use the Association Common Area facilities. Thereafter, in order to gain access to the Association Common Area facilities, the lessee or renter must submit a "transfer of privileges" form to the Association and pay a fee in an amount to be determined by the Board. Each lessee or renter named on the lease is eligible to receive, upon payment of the fee by each lessee or renter, an identification card and fob for admission to the Association Common Area Facilities. The maximum number of identification cards and fobs that may be issued is four (4) per Lot. Such fee will be required on an annual basis.

(h)(6) **Lease-Backs**. Notwithstanding any other provision herein, a leaseback provision that is included in a bona fide contract for the sale of a Lot that allows the buyer to lease the Lot back to the seller for a period of not more than ninety (90) consecutive days is allowed.

(h)(7) **Compliance with Law**. It is not the intention of this Section to exclude from a Dwelling Unit any individual who is authorized to so remain by any state or federal law. If it is found that this provision is in violation of any law, then this provision will be interpreted to be as restrictive as possible to preserve as much of this provision as allowed by law.

(h)(8) **Board Rule-Making Authority**. The Association's Board of Directors may adopt any rules, guidelines or policies necessary to further define, interpret and/or clarify Section 4.4(h) and any such rules, guidelines or policies will have the same force and effect as if stated in this Declaration.

(h)(9) **Hardship Exception**. The Association's Board of Directors is authorized to consider hardship-based exceptions to Section (h) requirements on a case-by-case basis upon submission of requested supporting documentation as may be required by adopted rules and regulations, guidelines and/or policies.

2. Article IV of the Declaration is hereby amended through the addition of the following Section 4.7.

4.7. **General**. Each Owner may use a Dwelling Unit for single family residential purposes only. As used in this Declaration, "single family residential purposes only" specifically prohibits, without limitation, any business use (whether for profit or not), commercial use (whether for profit or not), industrial use, apartment Dwelling Unit, duplex, multi-family dwelling, hospital, clinic, transient housing, hotel, motel, tourist Dwelling Unit, rooming house, renting or leasing of a room(s) in the Dwelling Unit, boarding house or rentals of any length of time and such uses are expressly prohibited. No room in the Dwelling Unit may be leased or rented. "Business use" shall not include business activities which are commonly conducted within the residential areas within the Dwelling Unit so long as (A) the existence or the operation of the business activity is not apparent or detectable by sight, sound or smell from outside the Dwelling Unit; (B) the business activity conforms to all zoning requirements for the Properties; (C) the business activity does not involve visitation of the Lot or Dwelling Unit by clients, customers, suppliers, other business invitees or door-to-door solicitation of residents of the Properties; and (D) the business activity is consistent with the residential character of the Properties and does not constitute a nuisance or a hazardous or offensive use, or threaten the security or safety of other residents of the Properties, as may be determined in the sole discretion of the Board.

No Lot shall be made subject to any type of timesharing agreement, fraction-sharing or any other type of agreement where the right to the exclusive use of the Dwelling Unit rotates among members of the program on a fixed or floating time

schedule over a period of time. No Dwelling Unit shall be used in a manner in which an Owner that is a business entity organized under the Texas Business Organizations Code or the statute of any other state allows the business entity's co-owner, organizer, manager, partner, member, shareholder, business associate or guest to live in the Dwelling Unit.

Any use of a Lot that requires that the Owner pay the State of Texas hotel occupancy tax (whether or not the tax is actually being paid) is a use of the Lot for non-single family residential purposes and constitutes a business use of the Lot in violation of this provision.

No noxious, illegal, or offensive activity shall be carried on upon any portion of a Lot nor shall anything be done thereon that is a nuisance or annoyance to the Subdivision.

3. Section 1 of Exhibit "C" to the Declaration entitled "General" is hereby deleted in its entirety.

4. Section 2(d) of Exhibit "C" to the Declaration entitled "Prohibited Activities" is deleted in its entirety.

5. Section 4 of Exhibit "C" to the Declaration entitled "Leasing" is hereby deleted in its entirety.

Except as amended herein, all provisions in the Declaration, as previously amended or supplemented, remain in full force and effect.

Capitalized terms used herein have the same meanings as that ascribed to them in the Declaration, unless otherwise indicated.

*[Certification Pages Follow]*

CERTIFICATION

We hereby certify as the duly elected, qualified and acting President and Vice President of the Association we have consented to the foregoing Tenth Amendment to the Declaration and that said Amendment has been approved at least sixty-seven percent (67%) of the votes of the members entitled to vote on the amendment to the Declaration, as evidenced by the "Official Election Certification" attached hereto, to be effective upon recording in the Official Public Records of Real Property of Denton County, Texas.

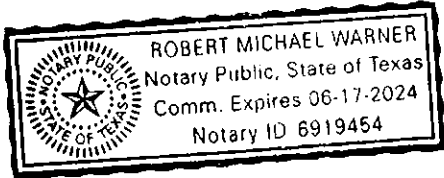
THE VILLAGE AT FRISCO LAKES COMMUNITY ASSOCIATION, INC.

By: Thomas R. Collins  
Printed: Thomas R. Collins  
Its: President

THE STATE OF TEXAS §  
COUNTY OF DENTON §

This instrument was acknowledged before me on 27 day of JAN, 2023, by Thomas R. Collins, as President of The Village at Frisco Lakes Community Association, Inc., on behalf of said corporation, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that s/he executed the same for the purpose and in the capacity therein expressed.

Robert Michael Warner  
Notary Public in and for the State of Texas



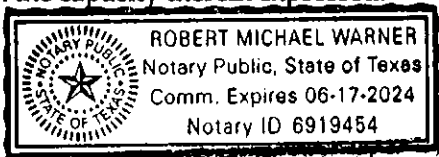
THE VILLAGE AT FRISCO LAKES COMMUNITY ASSOCIATION, INC.

By: Marya L. Baugh  
Printed: Marya L. Baugh  
Its: Vice President

THE STATE OF TEXAS §  
COUNTY OF DENTON §

This instrument was acknowledged before me on 27 day of JAN, 2023, by Marya L. Baugh, as Vice President of The Village at Frisco Lakes Community Association, Inc., on behalf of said corporation, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that s/he executed the same for the purpose and in the capacity therein expressed.

Robert Michael Warner  
Notary Public in and for the State of Texas





**Frisco Lakes**  
COMMUNITY ASSOCIATION

**REPORT OF THE INSPECTORS OF ELECTION**

The Inspectors of Election, LLC (TIE)

**Action by Written Ballot – CC&Rs Amendment Vote**

**Polls Close: Friday, January 13, 2023**

The Inspectors of Election, LLC (TIE) was contracted to serve as the independent third-party oversight and authority for the membership approval vote to amend the Declaration of Covenants, Conditions & Restrictions (CC&Rs) for Frisco Lakes Community Association.

As the duly appointed Inspector of Election of The Village at Frisco Lakes Community Association, we hereby report as follows:

**Participation of the Membership:**

1. The number of Members in good standing and entitled to vote on matters was 3020.
2. No members were duly suspended.
3. TIE determined that a total of 2,442 or 80.69% members were represented by paper (373) or electronic (2069) ballot.

**Supervision of Election**

1. TIE reviewed and supervised the registration process.
2. TIE determined the authenticity, validity, and effect of each of each ballot received at the offices of TIE or delivered electronically to TIE prior to the close of the polls.
3. TIE determined all challenges and questions in any way arising in connection with the right to vote or run for the board.
4. TIE determined if any ballots were invalid and were not counted for any purpose.

**Voting Process**

1. A measure was posed to the membership to vote on Tenth Amendment to Declaration of Covenants, Conditions and Restrictions for The Village at Frisco Lakes.
2. In Accordance with Article XXI of the CC&Rs, the CC&Rs (Declaration) may be amended only by the affirmative vote or written consent, or any combination thereof, of 67% of the membership. In this case, approval of the enclosed Tenth Amendment to the CC&Rs will require at least 2023 members voting In Favor.
3. The votes were as follows and whether the measure passed:

Amendment Vote	Online	Paper	Total
I vote <b><u>IN FAVOR</u></b> of and approve the proposed amendment	1802	318	2120
I vote <b><u>AGAINST</u></b> and do not approve the proposed amendment	267	51	318
Abstain	0	4	4

**Measure Passed: YES – 70.19% Membership Approval**

4. TIE counted and tabulated all votes for the election of directors as follows:

Total paper ballots counted:	373
Total electronic ballots counted:	2069
Total ballots counted:	2442
Total of ballots not counted:	0 *
*Reason for not counting ballots:	NA

5. The candidate receiving the highest number of votes are as follows and will serve for terms as set forth herein:

**Certification of Inspector of Election**

I hereby certify that the above are the results of the voting undertaken by TIE as of this date and time.

Printed Name: Kurtis Peterson, CMCA

Signature: *Kurtis Peterson, CMCA*

Title: Chief Inspector of Election

Date: Friday, January 13, 2023

Time: 12:36 PM Central



### **Return of Records**

Original documents will be held by the office of The Inspectors of Election, LLC for as required by law and at that time will be returned to The Village at Frisco Lakes Community Association as directed herein.

The records are to be returned to:

Village at Frisco Lakes Community Association  
Marty Whitaker  
CCMC  
7277 Frisco Lakes Dr  
Frisco, TX 75036  
Email: mwhitaker@ccmcnet.com

### **Distribution of Certification**

1. Copy to Village at Frisco Lakes Community Association
2. Copy in Sealed Election Package
3. Copy to The Inspectors of Election

### **Notice Requirement**

The Village at Frisco Lakes Community Association will inform members of the results of this voting event by appropriate means within fifteen (15) calendar days or a time frame and method designated within association governing documents.

Denton County  
Juli Luke  
County Clerk

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Instrument Number: 8609

ERecordings-RP

AMENDMENT

Recorded On: January 30, 2023 09:10 AM

Number of Pages: 10

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" Examined and Charged as Follows: "

Total Recording: \$62.00

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

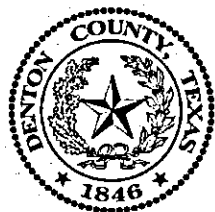
Any provision herein which restricts the Sale, Rental or use of the described REAL PROPERTY because of color or race is invalid and unenforceable under federal law.

**File Information:**

Document Number: 8609  
Receipt Number: 20230130000005  
Recorded Date/Time: January 30, 2023 09:10 AM  
User: Kraig T  
Station: Station 21

**Record and Return To:**

Corporation Service Company



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