

Denton County
Juli Luke
County Clerk

Instrument Number: 34074

ERecordings-RP

AMENDMENT

Recorded On: April 02, 2024 01:58 PM

Number of Pages: 3

" Examined and Charged as Follows: "

Total Recording: \$33.00

******* 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: 34074
Receipt Number: 20240402000213
Recorded Date/Time: April 02, 2024 01:58 PM
User: John C
Station: Station 25

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

THE STATE OF TEXAS §
 §
COUNTY OF DENTON §

Capital Hill
GF# 21-555239-FL

FIRST AMENDMENT

TO THE
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
FOR VILLAS ON HUTTON

-
- A. PROPERTY. This First Amendment pertains to Villas on Hutton, a Townhome community located in Denton County, Texas.
 - B. DECLARATION. Villas on Hutton is subject to the Declaration of Covenants, Conditions and Restrictions for Villas on Hutton, recorded on March 9, 2021, as Document No. 202100065759 in the Official Public Records of Denton County, Texas (the "**Declaration**").
 - C. DECLARANT. Villas on Hutton, LLC, a Texas limited liability company, is the "**Declarant**" under the Declaration.
 - D. AUTHORITY. Since the Development Period (as defined in the Declaration) has not terminated or expired, Declarant has the right to amend the terms and provisions of the Declaration as set forth in Section 15.01 of the Declaration.

AMENDMENT

Declarant hereby amends the Declaration as follows:

- 1. Section 7.18 of the Declaration is hereby deleted and the following inserted in lieu thereof:

"Section 7.18. LEASING OF TOWNHOMES. An Owner may lease the Townhome on his Lot. No short-term rentals or transient tenants may be accommodated on a Lot. For purposes of this Section, "short term rentals" shall mean lease/rental periods of less than thirty-one (31) days, including leasing a Dwelling on a nightly basis. Owners may not list their Dwellings or Lots as for lease on short-term rental websites such as www.airbnb.com, www.vrbo.com, www.homeaway.com or other vacation or short-term rental website. An Owner is responsible for providing his tenant with copies of this Declaration and rules promulgated by the Association and notifying him of changes thereto. Within fifteen (15) days following the execution of a lease for any Dwelling, the Owner shall provide the tenant's contact information, the commencement date of the lease and the term of the lease to the Association. Whether or not it is stated in a lease, every lease is subject to the Governing Documents. An Owner is responsible for providing his tenant with copies of the Governing Documents and notifying him of changes thereto. Failure by the tenant or his invitees to comply with the Governing Documents, federal or state law, or local ordinance is deemed to be a default under

the lease. When the Association notifies an Owner of his tenant's violation, the Owner will promptly obtain his tenant's compliance or exercise his 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 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 is liable to the Association for any expenses incurred by the Association in connection with enforcement of the Governing Documents against his tenant. 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 the Governing Documents against the Owner's tenant."

Except as set forth in this Amendment, the Declaration is unmodified and remains in full force and effect.

DECLARANT:

VILLAS ON HUTTON, LLC,
an Texas limited liability company

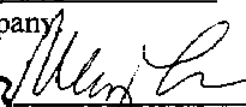
By: 

Printed Name: WARREN PACKER

Title: MANAGER VILLAS ON HUTTON LLC

STATE OF TEXAS §
 §
COUNTY OF Collin §

The foregoing instrument was acknowledged before me on this the 1st day of April, 2024, by Warren Packer, the MANAGER of Villas on Hutton, LLC, a Texas limited liability company, on behalf of said company.


Notary Public, State of Texas

