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Dallas County  
John F. Warren  
Dallas County Clerk

Instrument Number: 202200276800 ✓

Real Property Recordings

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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.

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16475 DALLAS PARKWAY STE 400  
ADDISON TX 75001



STATE OF TEXAS

Dallas County

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

FOURTH AMENDMENT TO  
DECLARATION OF COVENANTS CONDITIONS  
AND  
RESTRICTIONS FOR BENT TREE VILLAGE NO. 3

STATE OF TEXAS           §  
  §   KNOW ALL MEN BY THESE PRESENTS  
COUNTY OF DALLAS       §

THIS FOURTH AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR BENT TREE VILLAGE NO. 3 (this "Amendment") is made by the BTV NO. 3 HOMEOWNERS' ASSOCIATION, a Texas non-profit corporation (the "Association") to be effective as of the date of recordation of this Amendment in the Deed Records of Dallas County, Texas.

WHEREAS, Bent Tree Joint Venture executed and caused to be recorded a Declaration of Covenants, Conditions and Restrictions for Bent Tree Village No. 3, dated August 28, 1979, and recorded in Volume 79201, Page 1477, of the Deed Records of Dallas County, Texas, as amended by First Amendment to Declaration of Covenants, Conditions and Restrictions for Bent Tree Village No. 3 dated April 18, 1980, recorded in Volume 80082, Page 281, of the Deed Records of Dallas County, Texas, as further amended by Second Amendment to Declaration of Covenants, Conditions and Restrictions for Bent Tree Village No. 3 dated May 15, 1989, recorded in Volume 89133, Page 803 *et seq.* of the Deed Records of Dallas County, Texas, as further amended by Third Amendment to Declaration of Covenants, Conditions and Restrictions for Bent Tree Village No. 3 dated effective December 10, 2005 recorded under Clerk's File No. 200503618414 of the Official Public Records of Dallas County, Texas (as amended, the "Declaration"), regarding certain real properties more particularly described in the Declaration, reference to which is hereby made for all purposes.

WHEREAS, Article XIV of the Declaration provides in pertinent part as follows:

*Section 2. Amendments. Notwithstanding Section 1 of this Article XIV, this Declaration may be amended and/or changed upon the consent of seventy (70%) of the members if amended and/or changed during the first thirty-five (35) year period of this Declaration, and thereafter with the consent of at least fifty-five percent (55%) of the Members.*

WHEREAS, more than thirty-five (35) years have elapsed since adoption of the Declarations and only consent of fifty-five percent (55%) of the Members of the Association is required to amend and/or change the Declaration.

WHEREAS, the Declaration remains in full force and effect.

WHEREAS, the Association desires to amend the Declaration in certain respects.

WHEREAS, this Amendment has been voted upon and approved by a vote of fifty-five percent (55%) or more of votes allocated to the Members of the Association.

\*\*\*\*\*

NOW THEREFORE the Declaration of Covenants, Conditions and Restrictions for Bent Tree Village No. 3 is hereby amended as follows:

1. ARTICLE III. MEMBERS AND VOTING RIGHTS IN THE ASSOCIATION  
Section 1. Membership. is hereby amended to read in its entirety as follows:

*Section 1. Membership. Every Owner of a Lot shall automatically be a Member of the Association. The spouse of an Owner of a Lot is also considered to be a Member of the Association as long as such spouse is residing with the Owner. The term "Owner" does not include any mortgagee holding any security interest in any Lot prior to its acquisition of fee simple interest in such Lot pursuant to foreclosure of the lien of its security interest. Lenders who acquire title to a Lot through a deed in lieu of foreclosure or through foreclosure are Owners. Persons or entities having ownership interests merely as security for the performance of an obligation are not Owners.*

2. ARTICLE IX. USE OF PROPERTIES AND LOTS – PROTECTIVE COVENANTS  
is hereby amended as follows:

A. Section 1. Residential Purposes. is amended to read in its entirety as follows:

*Section 1. Residential Purposes. Each Lot shall be used solely for private residential purposes. No professional, business, trade or commercial activity to which the general public is invited shall be conducted on any portion of a Lot, except an Owner or resident of a Lot may conduct business activities within a Dwelling so long as: (i) such activity complies with all applicable law; (ii) participation in the business activity is limited to the Owner(s) or Resident(s) of a dwelling; (iii) the existence or operation of the business activity is not apparent or detectable by sight, i.e., no sign may be erected advertising the business within the Property, sound, or smell from outside the dwelling; (iv) the business activity does not involve door-to-door solicitation of residents within the Property; (v) the business does not, in the Board of Director's judgment, generate a level of vehicular or pedestrian traffic or a number of vehicles parked within the Property which is noticeably greater than that which is typical of dwellings in which no business activity is being conducted; (vi) the business activity is consistent with the residential character of the Property and does not constitute a nuisance, or a hazardous or offensive use, or threaten the security or safety of other residents within the Property as may be determined in the sole discretion of the Board of Directors.;*

and (vii) the business does not require the installation of any machinery other than that customary to normal household operations. In addition, for the purpose of obtaining any business or commercial license, neither the Dwelling nor the Lot will be considered open to the public. The terms "business" and "trade", as used in this provision, shall be construed to have their ordinary, generally accepted meanings and shall include, without limitation, any occupation, work, or activity undertaken on an ongoing basis which involves the provision of goods or services to persons other than the provider's family and for which the provider receives a fee, compensation, or other form of consideration, regardless of whether: (x) such activity is engaged in full or part-time; (y) such activity is intended to or does generate a profit; or (z) a license is required.

B. Section 7. Signs. is amended to read in its entirety as follows:

Section 7. Signs. Political signs must comply with Section 259.002 of the Texas Election Code. A dignified "For Sale" or "For Lease" sign of not more than six (6) square feet in size may be utilized by the Owner of the respective Lot for the applicable sale or lease situation. The Architectural Control Committee shall have the right to develop and implement uniform signage specifications and requirements applicable throughout the Property. In all events any and all signs, if allowed, shall comply with the sign standards of the City of Dallas and the State of Texas applicable to the Property.

C. Section 9. Trash Receptacles and Collections. Is amended by adding the following sentence:

*The term "trash receptacles" as used in this Section 9 shall be deemed to include recycling bins and similar containers.*

D. Section 11. Offensive Activities. The first paragraph of Section 11 is amended to read in its entirety as follows:

*No noxious or offensive activity shall be conducted on any Lot nor shall anything be done thereon which is or may become an annoyance or nuisance to the other Lot Owners. No animals, livestock or poultry of any kind shall be raised, bred or kept on any residential lot, except that dogs, cats or other household pets may be kept, provided that they are not kept, bred or maintained for commercial purposes.*

E. Section 17. Flags and Flagpoles. A new Section 17. Flags and Flagpoles. is added to read as follows:

Section 17. Flags and Flagpoles. Subject to this Section, and approval by the Architectural Control Committee, Owners may display a flag of the United States of America, the flag of the State of Texas, or an official or replica flag of any branch of the United States armed forces, or a collegiate flag. The flag of the United States shall only

*be displayed in accordance with 4 United States Code. Sections 5-10, which qualify the times and occasions for the flag's display, the position of the flag, and respect for it. The flag of the State of Texas shall only be displayed in accordance with Chapter 31 of the Texas Government Code. The Board of Directors of the Association is authorized to adopt and amend from time to time such additional rules and regulations as it deems appropriate or necessary regarding the flying of flags.*

3. ARTICLE X. ARCHITECTURAL CONTROL COMMITTEE is hereby amended as to read in its entirety as follows:

### *Article X*

#### *Architectural Control Committee*

*The Architectural Control Committee, hereinafter called ACC or the Committee, shall be composed of not less than three (3) nor more than five (5) individuals selected and appointed by the HOA Board. The ACC Members shall serve at the pleasure of the Board and may be removed and replaced at the Board's discretion. The Board may not appoint a person to serve on the ACC who is then current Board Member, a then current Board Member's spouse, or a person residing in a then current Board Member's household. The Board of Directors of the Association shall have the power to fill any vacancy of the ACC, to change the membership of the ACC, to withdraw or add to the powers of the ACC, or to restore the powers and duties of the ACC. At the Board's option, the Board may act as the ACC, in which case all references in the Restrictions to the ACC will be construed to mean the Board*

*The ACC shall function as the representative of the Owners of the Lots for the purposes herein set forth as well as for all other purposes consistent with the creation and preservation of a first-class residential development. A majority of the ACC Committee may designate a representative to act for it.*

*The ACC must approve any changes to the outside of the house. This includes light fixtures, paint color, garage doors, etc. No alterations may be begun without first submitting two copies of the plans to the ACC for approval. If approved, one copy will be returned to the Owner marked "Approved." If found not to be in compliance with these covenants and restrictions, one set of such plans and specifications shall be returned marked "Disapproved", accompanied by a reasonable statement of items found not to comply with these covenants and restrictions. The ACC is authorized to request the submission of samples of proposed construction materials or colors of proposed exterior surfaces.*

*Any modification or change to the approved set of plans and specifications must again be submitted to the Committee for its inspection and approval. The Committee's approval or disapproval as required in these covenants shall be in writing. If the committee, or its designated representative, fails*

*to approve or disapprove such plans and specifications within thirty (30) days after they have been submitted to it, and if no suit to enjoin the construction is commenced prior to substantial completion of such construction, the Committee approval shall be presumed.*

*The Committee is authorized and empowered to consider and review any and all aspects of dwelling construction which may, in the reasonable opinion of the Committee, adversely affect the living enjoyment of one or more Lot Owner(s) or the general value of the Properties. As an example, and not by way of limitation, the Committee may impose limits upon the window area or location of one residential dwelling which would overlook the enclosed patio area of an adjacent residential dwelling. The Committee shall have the authority to make decisions in interpreting the general intent, effect and purpose of these restrictions.*

*An Owner may appeal any action of the Architectural Control Committee to the Board. The appealing Owner must give written notice of the appeal to the Board, and if the appeal is by an Owner who is not the submitting Owner, the appealing Owner must also give written notice to the submitting Owner within 7 days after the Architectural Control committee reviewer's action or approval by inaction. The Board shall hold a hearing as prescribed by Texas Property Code Section 209.00505 as amended from time to time, no later than the 30<sup>th</sup> day after the date the Board received the Owner's request for a hearing and shall notify the Owner of the date, time and place of the hearing not later than the 10<sup>th</sup> day before the date of the hearing. During the hearing the Board (or its representative) and the Owner (or the Owner's designated representative) will each be provided the opportunity to discuss, verify facts and resolve the denial of the Owner's application and the changes if any, requested by the architectural reviewer. The Board or the Owner may request a postponement. If requested, a postponement shall be granted for a period of not more than 10 days. Additional postponements may be granted by agreement between the Board and the Owner. The Board may affirm, modify or reverse in whole or in part, any decision of the Architectural Control Committee reviewer as consistent with these Restrictions. The determination by the Board is final.*

4. ARTICLE XIV. General Provisions. Section 6. Notice to Member/Owner. is amended to read in its entirety as follows:

*Section 6. Notice to Member/Owner. Any notice required to be given to any Owner, Member or resident of a Lot under the provisions of this Declaration shall be deemed to have been properly delivered when: (i) electronically sent to the email address registered with the Association; (ii) deposited in the United States Mail, postage prepaid, addressed to the last known address of the person who appears as the Owner, Member or resident on the records of the Association at the time of such mailing; or when (iii) delivered by hand or by messenger to the last known address of such person. If an Owner fails to give the Association an address for notice, all notices may be sent to the Owner's Lot and the Owner is deemed to have been given notice whether actually received or not.*

5. ARTICLE XIV. General Provisions. Section 9. Enforcement Policy. is hereby amended to read in its entirety as follows:

*Section 9. Enforcement Policy. The Board is specifically authorized and empowered to establish (and to revise and amend from time to time) a monetary "fines" system which may include component steps such as warning citations, ticketing, due process hearings and appeals and a flat rate or discretionary range or geometric progression of fine amounts, which, when pronounced, shall constitute a charge secured by the continuing lien in Article V of this Declaration.*

6. A new ARTICLE XV. RENTING AND LEASING is hereby added to the Declaration as follows:

### **Article XV**

#### **Renting And Leasing**

*Section 1. Rental. No Owner may rent or lease their Lot and any structure or improvement thereon except for use as a primary residence of a tenant for periods of not less than twelve (12) consecutive calendar months and may be renewable thereafter in not less than six (6) consecutive calendar month increments. There shall be no leases or rental agreements for short-term hotel, vacation rental, and/or transient use or purpose. No subleasing is allowed and all leases and rental agreements shall clearly prohibit all forms of subleasing and shall firmly and clearly require the tenants to abide by this Declaration, the Association's Bylaws, and the rules and regulations of the Association, and all other Dedicatory instruments affecting the subdivision. An Owner may not lease individual rooms, nor may they sublease individual portions of the property. No portion of any Lot may be rented separately including the pool area or yard for any period of time. A structure, motor home, house trailer, recreational camper, recreational vehicle, boat or boat trailer may not be used for any rental purpose on a Lot or street, whether for use as residence or otherwise. An Owner that violates this restrictive covenant shall be subject to a fine of \$200.00 for each day of the violation.*

*Section 2. Registration of Rental Properties and Tenant Information. All rental properties must be registered with the Association. Every Owner that leases their property must provide the Association with the following information and it is the Owner's responsibility to provide updated information to the Association:*

- (a) Contact information, including the name, mailing address, phone number, and email address of each person over 18 years of age who will reside at the property;*
- (b) Contact information, including the name, mailing address, phone number, and email address of the Owner of the property;*
- (c) Contact information, including name, mailing address, phone number and email address of any offsite property manager; and*
- (d) Commencement date and terms of the lease or rental agreement.*

Section 3. Owner Liability.

*(a) Regardless of whether or not expressed in the applicable lease, all Owners shall be jointly and severally liable with the tenants of such Lot to the Association for any amount which is required by the Association to effect repairs or to pay any claim for any injury or damage to property caused by the negligence of the tenant of such Lot or for the acts or omissions of the tenant(s) of such Lot which constitute a violation of, or non-compliance with, the provisions of the Declaration. The obligation for such payments shall be secured by a continuing lien on the Lot enforceable as provided by the Declaration. All leases shall comply with and be subject to the provisions of the Declaration and the provisions of same shall be deemed expressly incorporated into any lease of a Lot.*

*(b) Owners renting or leasing their property to a tenant must provide the tenant with a copy of the Declaration and the Bylaws, the Rules and regulations of the Association and any other guideline document which details the permitted activities and conduct of a tenant in the subdivision. The Association shall have the authority to promulgate additional rules and regulations respecting the leasing of properties in the Subdivision. Such provisions may also be amended to comply with all applicable laws, as amended from time to time.*

Section 4. Rental Cap. *No more than seven percent (7%) of the properties within the Association may be rented at one time. This cap is subject to the ability of the Board of Directors to grant a hardship exception for any owner experiencing extenuating circumstances.*

Except as amended hereby, all terms and conditions of the Declaration are and remain in full force and effect as therein written. In the event of a conflict between the provisions of this Amendment and the provisions of the Declaration, the provisions of this Amendment shall control. Capitalized terms which are used herein but not defined have the same meanings given to such terms in the Declaration.

IN WITNESS WHEREOF, the Board of Directors of the BTV NO. 3 HOMEOWNERS' ASSOCIATION, a Texas non-profit corporation has caused this Fourth Amendment to the Amended and Restated Declaration of Covenants, Conditions for Bent Tree Village No. 3 to be effective as of the day of filing with the Dallas County Clerk's Office.



EXECUTED this 20 day of October, 2022

BTV NO. 3 HOMEOWNERS' ASSOCIATION,  
a Texas non- profit corporation

By: Cynthia A. Petrie

Name: Cynthia A. Petrie

Title: President

STATE OF TEXAS §

COUNTY OF DALLAS §

This instrument was acknowledged before me on the 20th day of October, 2022, by Cynthia A. Petrie, authorized representative of BTV NO. 3 HOMEOWNERS' ASSOCIATION, a Texas non- profit corporation, on behalf of said corporation.

Isaac Sharp Isaac Sharp  
Notary Public – State of Texas

