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County Clerk

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AMENDMENT

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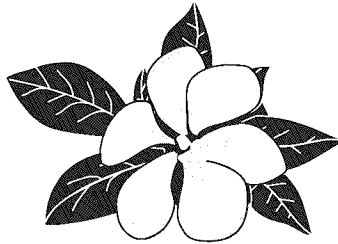
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**AMENDMENT TO DECLARATION OF COVENANTS,
CONDITIONS & RESTRICTIONS FOR**



SAVANNAH

**Savannah Community Association,
a Texas non-profit corporation**

Savannah, Denton County, Texas

NOTE: The Association is preparing a separate Amended and Restated Declaration that will be filed in the Official Public Records at a later date.

Cross-reference to that certain Declaration of Covenants, Conditions & Restrictions for Savannah, recorded as Document No. 2003-R0176314 (Volume 5546, Page 2083) in the Official Public Records of Denton County, Texas, as the same may be amended from time to time (collectively, the "**Declaration**").

**AMENDMENT TO THE DECLARATION OF COVENANTS, CONDITIONS &
RESTRICTIONS FOR SAVANNAH**

This Amendment to the Declaration of Covenants, Conditions & Restrictions for Savannah (the "**Amendment**") is made and executed by **SAVANNAH COMMUNITY ASSOCIATION**, a Texas non-profit corporation (the "**Association**"), acting by and through its Board of Directors (the "**Board**"), and is as follows:

RECITALS:

- A. The Association is governed by that certain Declaration of Covenants, Conditions & Restrictions for Savannah, recorded under Document No. 2003-R0176314 (Volume 5546, Page 2083), Official Public Records of Denton County, Texas, as amended from time to time (collectively, the "**Declaration**").
- B. Pursuant to *Article 16, Section 16.1* of the Declaration, an amendment to the Declaration must be approved by owners of at least a majority of the lots.
- C. The Association has received the approval of owners of at least a majority of the lots in Savannah. Nothing herein shall be construed to affect Declarant's rights under the Declaration.

NOW THEREFORE, the Association hereby amends and modifies the Declaration as follows:

- 1. **Flags.** *Section 7.15* of the Declaration is hereby deleted in its entirety and replaced by the following:

7.15 Flags.

A. Architectural Review Approval

1) Approval Not Required. In accordance with the general guidelines set forth in this policy, an Owner is permitted to display the 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 Military ("Permitted Flag") and permitted to install a flagpole no more than five feet (5') in length affixed to the front of a residence near the principal entry or affixed to the rear of a residence ("Permitted Flagpole"). Only two (2) permitted Flagpoles are allowed per residence. A Permitted Flag or Permitted Flagpole need not be approved in advance by the Architectural Standards Committee under the Declaration (the "ASC".)

2) Approval Required. Approval by the ASC is required prior to installing vertical freestanding flagpoles installed on the front or back yard area

of any residential lot (“Freestanding Flagpole”). The ASC is not responsible for: 1) errors in or omissions in the application submitted to the ASC for approval; (ii) supervising installation or construction to confirm compliance with an approved application; or (iii) the compliance of an approved application with the governmental codes and ordinances, state and federal laws.

B. Procedures and Requirements

1) Approval Application. To obtain ASC approval of any Freestanding Flagpole, the Owner shall provide the ASC with the following information: (a) the location of the flagpole to be installed on the property; (b) the type of flagpole to be installed; (c) the dimensions of the flagpole; (d) the proposed materials of the flagpole (the “Flagpole Application”). A Flagpole Application may only be submitted by an Owner UNLESS the Owner’s tenant provides written confirmation at the time of the submission that the Owner consents to the Flagpole Application.

2) Approval Process. The decision of the ASC will be made within a reasonable time, or within the time period otherwise required by the principal deed restrictions which govern the review and approval of improvements. Any proposal to install a Freestanding Flagpole on property owned or maintained by the Association or property owned in common by members of the Association must be approved in advance and in writing by the Board, and the Board need not adhere to this policy when considering such request.

Each owner is advised that if the Flagpole Application is approved by the ASC, installation of the Freestanding Flagpole must: (i) strictly comply with the Flagpole Application; (ii) commence within thirty (30) days of approval; and (iii) be diligently prosecuted to completion. If the Owner fails to cause the Freestanding Flagpole to be installed in accordance with the approved Flagpole Application, the ASC may require the Owner to (i) modify the Flagpole Application to accurately reflect the Freestanding Flagpole installed on the property; or (ii) remove the Freestanding Flagpole and reinstall the flagpole in accordance with the approved Flagpole Application. Failure to install a Freestanding Flagpole in accordance with the approved Flagpole Application or an Owner’s failure to comply with the post-approval requirements constitutes a violation of this policy and may subject the Owner to fines and penalties. Any requirement imposed by the ASC to resubmit a Flagpole Application or remove and relocate a Freestanding Flagpole in accordance with the approved Flagpole Application shall be at the Owner’s sole cost and expense.

3) Installation, Display and Approval Conditions. Unless otherwise approved in advance and in writing by the ASC, Permitted Flags,

Permitted Flagpoles and Freestanding Flagpoles, installed in accordance with the Flagpole Application must comply with the following:

- (a) No more than one (1) Freestanding Flagpole OR no more than two (2) Permitted Flagpoles are permitted per residential lot, on which only Permitted Flags may be displayed;
- (b) Any Permitted Flagpole must be no longer than five feet (5') in length and any Freestanding Flagpole must be no more than twenty feet (20') in height;
- (c) Any Permitted Flag displayed on any flagpole may not be more than three feet in height by five feet in width (3'x5');
- (d) With the exception of flags displayed on common area owned and/or maintained by the Association and any lot which is being used for marketing purposes by a builder, the flag of the United States of America must be displayed in accordance with 4 U.S.C. Sections 5-10 and the flag of the State of Texas must be displayed in accordance with Chapter 3100 of the Texas Government Code;
- (e) The display of a flag, or the location and construction of the flagpole must comply with all applicable zoning ordinances, easements and setbacks of record;
- (f) Any flagpole must be constructed of permanent, long-lasting materials, with a finish appropriate to the materials used in the construction of the flagpole and harmonious to the dwelling;
- (g) A Flag or flagpole must be maintained in good condition and any deteriorated flag or deteriorated or structurally unsafe flagpole must be repaired, replaced or removed;
- (h) Any flag may be illuminated by no more than one (1) halogen landscaping light of low beam intensity which shall not be aimed towards or directly affect any neighboring property; and
- (i) Any external halyard of a flagpole must be secured so as to reduce or eliminate noise from flapping against the metal flagpole.

2. **Holiday Decorations.** *Section 7.19* of the Declaration is hereby deleted in its entirety and replaced by the following:

7.19 Holiday Decorations. Residents may display religious holiday, cultural, and holiday decorations in and on their homes and yards subject to the Association's right to regulate the time, place, and manner of displays that are visible from the street. Decorations, including lighting displays, are permitted inside windows, on the exteriors of homes, and on front yards provided (1) they are customary for residential neighborhoods, (2) they are to scale or proportionate to the size and setback of the home, (3) they do not create a noise or light disturbance for neighbors, (4) they are appropriate for the holiday, and (5) they are installed no earlier than 45 days before the holiday, and are removed within 30 days after the holiday.

3. **Parking.** *Section 7.25* of the Declaration is hereby deleted in its entirety and replaced by the following:

7.25 Parking: Savannah streets are public roadways and are governed by Texas Transportation Code 545.302. Residents are expected to park their vehicles in their garages and use their driveways for overflow parking.

Note that there are differing responsibilities related to parking enforcement within Savannah:

Savannah HOA: The Association may fine owners for parking related issues and parking of dangerous or prohibited vehicles (Section 7.33.4). The Association reserves the right to tow any dangerous or prohibited vehicles from Savannah streets in accordance with applicable law.

Water District: Consistent with Texas Transportation Code 545.302, the Water District Police Department will enforce statutory parking laws and may tow vehicles as allowed by law.

4. **Signs.** *Section 7.29* of the Declaration is hereby deleted in its entirety and replaced by the following:

7.29 Signs: Except for the below specified signs, no sign or unsightly object (including "yard art") may be erected, placed, or permitted to remain on the Property or to be visible from windows in the dwelling without the board's written approval. The board's approval may specify the location, nature, appearance, dimensions, number or time period of a sign or object. The Association may affect the removal of any sign or object that violates this Section or which the board deems inconsistent with neighborhood standards without liability for trespass or any other liability connected with the removal. The following signs are permitted during applicable periods, provided an owner's exercise of this right is not excessive or abusive to the neighborhood:

- a. One professionally made sign of not more than 5 square feet advertising the lot for sale.
- b. One professionally made security service sign of not more than one square foot.
- c. Standard size yard signs (limited to up to four feet by six feet) which may be erected no earlier than 90 days before an election, and which must be removed within 10 days after the election for which the sign is displayed.
- d. One sign celebrating an event or accomplishment, such as a baby's arrival or resident's birthday, provided the sign is tasteful, modest in size, and removed within 7 days after it is erected.
- e. A school advertisement or achievement sign or garden banner such as "Varsity Cheerleader" or "Honor Student," provided it is removed at the end of the school year.
- f. A temporary sign identifying the home as the site of a social event is permitted for 24 hours.

5. **Towing.** Section 7.33.3 of the Declaration is hereby deleted in its entirety and replaced by the following:

7.33.3 **Towing:** Note that there are differing responsibilities related to towing enforcement within Savannah:

Savannah HOA: The Association reserves the right to fine or tow any dangerous or prohibited vehicles (section 7.33.4) from Savannah streets in accordance with law and without liability to the owner or operator of the vehicle.

Water District: Consistent with applicable law, the Water District Police Department may tow vehicles in violation of established statutes.

6. **Prohibited Vehicles.** Section 7.33.4 of the Declaration is hereby deleted in its entirety and replaced by the following:

7.33.4 **Prohibited Vehicles:** Without prior written board approval, the following types of vehicles and vehicular equipment – mobile or otherwise – may not be kept, parked, or stored anywhere on the property, including overnight parking on streets and driveways (if the vehicle is visible from a street) and will be subject to fine(s) by the Association:

- Trailers, boats or aircraft.

- Any vehicle that does not fall under Texas Department of Transportation (TXDOT) Vehicle Classifications 1 or 2.
- Inoperable vehicles or vehicles leaking substantial quantities of fluids.
- Mobile homes, travel trailers or recreational vehicles. The term "recreational vehicle" includes Class A motorhomes, Class B motorhomes, Class C Motorhomes, truck campers, popup campers, vehicles build in a multistage manufacturing process by which a manufacturer takes a chassis and adds components typically featured in a recreational vehicle such as cabinetry, appliances (including a microwave, stove, cooktop, or refrigerator), any vehicle with a Federal Certification Label as a "Recreational Van", and campervans (including but not limited to Winnebago travel vans, Mercedes Sprinter travel vans, and Dodge Promaster travel vans). The term "travel trailer" includes trailers, teardrop trailers, popup trailers, and tent trailers.
- Any vehicle that carries equipment, tools, or materials, related to a business which are visible from outside the vehicle such as ladders, pool supplies, plumbing equipment or materials, construction materials, landscape equipment or materials, etc.
- Any vehicles that transport inflammatory or explosive cargo are prohibited from the property at all times.
- Any vehicle which the board deems to be a nuisance, unsightly or inappropriate.

This restriction does not apply vehicles and equipment temporarily on the Property in connection with the construction or maintenance of a dwelling, subject to the written approval of the Association or Emergency / Police Vehicles.

7. **Leasing of Homes.** Section 7.21 of the Declaration is hereby deleted in its entirety and replaced by the following:

7.21 Leasing of Homes: An owner may lease the dwelling on his lot in accordance with all rules applicable to leasing, including the Article 19 Leasing Rules. Whether or not it is so stated in a lease, every lease is subject to the Documents. An owner is responsible for providing his tenant with copies of the Documents and notifying him of changes thereto. Failure by the tenant or his invitees to comply with the 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.

8. **Amenity Closure.** The following is hereby added to the Declaration as *Section 8.12* entitled "Amenity Closure":

8.12 Amenity Closure: The Association's amenities are subject to closure due to compliance with applicable law; however, the Board of Directors should endeavor to keep all amenities open for use by owners and residents who are permitted to use such amenities. The extended or permanent closure of any amenity may only occur after approval by a majority of the Association's Directors at a meeting of the Board of Directors and after the Owners vote to approve such closure. To satisfy the foregoing Owner vote requirement, the Board of Directors must complete the following steps: (1) all owners must be given written notice of the time and date of the meeting of the Board of Directors at which closure of any amenity will be voted on by the Directors; (2) the notice must be sent by mail at least ten (10) days before the meeting and must inform owners of the right to vote at the meeting; (3) the notice must clearly describe the facility closure details (e.g., "IMPORTANT NOTICE: At the meeting, the Board of Directors will consider permanent closure of ABC Park. The contemplated closure calls for ABC Park to be permanently closed. The equipment and improvements installed in ABC Park will be removed within 120 days of approval by the Board of Directors"); and (4) the closure plan must be approved by a majority of owners in attendance at the meeting, with each household representing one vote, even if there are multiple co-owners present. At the meeting of the Board of Directors, the quorum of Directors requirement must be satisfied, but an owner quorum will not be required. An "extended closure" or "permanent closure" is defined as any period of time that the facilities will be closed in excess of ten (10) consecutive days; including any change that would have a substantial negative impact on the intended use for such facilities. The following circumstances are exempt from the closure procedures described above: (1) facility closures due to nationally recognized holidays; (2) seasonal closures of the pool facilities during the winter months; (3) closures required to comply with emergency orders or public health and safety requirements, (4) closures necessary due to acts of God; and (5) closures for necessary repairs, which repairs shall be completed within a reasonable period of time.

Note: The swimming facilities are subject to seasonal closures that do not require a community vote.

9. **Suspension of Use and Vote.** *Section 11.5* of the Declaration is hereby deleted in its entirety and replaced by the following:

11.5 Suspension of Use and Vote: If an owner's account has been delinquent for at least 30 days, the Association may suspend the right of owners and residents to use Club Savannah and common services during the period of delinquency. Suspension does not constitute a waiver or discharge of the owner's obligation to pay assessments.

The Association may not bar a property owner from voting in an association election solely based on the fact that: (1) there is a pending enforcement action against the property owner; or (2) the property owner owes the association any delinquent assessments, fees, or fines.

10. **One Rental House Limit.** *Section 19.4.2* of the Declaration is hereby deleted in its entirety and replaced by the following:

19.4.2 Who May Own a Rent House? Without the board's prior written permission, any person may own one Rent House provided **ALL** of the following conditions are satisfied:

- A. The owner actually occupied the Rent House as his home - on a full-time basis as their primary residence - for the first 12 consecutive months after acquiring an ownership interest in the home. (A homestead exemption recorded with the county during this period, for example, serves as proof.)
- B. The owner **owns no other Rent House** in the Property - an owner may own only one Rent House at a time.
- C. Rental contracts executed before April 30, 2022 are exempt (grandfathered).

11. **Determining Ownership.** *Section 19.4.3* of the Declaration is hereby deleted in its entirety and replaced by the following:

19.4.3 Determining Ownership. In identifying a lot's owner as an owner occupant or absentee owner, the following are considered to be the same owner for purposes of this Article, and collectively (or jointly) may own no more than one Rent House.

- (a) Related entities, such as corporate-type affiliates and subsidiaries, are counted as one owner. Specifically, entities with: (1) a common manager; (2) a common general partner; (3) a common majority interest owner; or (4) one entity serving as the controlling or managing entity for the other entity shall be treated as

related entities and as one owner. In addition, separate trusts with a common beneficiary or beneficiaries are treated as one owner.

12. **Lease Cap.** The following is hereby added to the Declaration as *Section 19.6.8*, entitled "Lease Cap":

19.6.8 Lease Cap. The Board may, by rule, impose a lease cap on the total number of homes that may be leased. The Board may impose such a lease cap; however, the lease cap may not be lower than fifteen percent (15%) of all homes in Savannah. The Board may also impose additional leasing rules consistent with the following requirements:

Implementation of Lease Cap. If a lease cap is imposed, the following rules shall also apply to the leasing of homes:

General. Owners desiring to lease their homes may do so only if they have applied for and received from the Association either a "Leasing Permit" or a "Hardship Leasing Permit." Collectively, a Leasing Permit and Hardship Leasing Permit is referred to herein as a "Permit". A Permit, upon the effective date of issuance, will allow an Owner to lease such Owner's home provided that such Leasing is in strict accordance with the terms of the Permit and the Master Declaration. The Board shall have the authority to establish conditions as to the duration and use of Permits. All Permits shall be valid only as to a specific Owner and home and shall not be transferable between either homes or Owners.

Leasing Permits. An Owner's request for a Leasing Permit may be approved if the Owner is otherwise in compliance with the terms and provisions of the Documents and current, outstanding Leasing Permits have not been issued for more than the capped percentage. A Leasing Permit shall be automatically revoked upon the occurrence of any of the following events: (i) the sale or transfer of the home to a third-party (excluding sales or transfers to (a) an Owner's spouse, (b) a Person cohabitating with the Owner, and (c) a corporation, partnership, company, or legal entity in which the Owner is a principal); (ii) the failure of an Owner to lease such Owner's home within 180 days of the Leasing Permit having been issued; (iii) the failure of an Owner to have such Owner's home leased for any consecutive 180 day period after the effective date of issuance; or (iv) the occurrence of the date referenced in a written notification by the Owner to the Association that the Owner will, as of said date, no longer need the Leasing Permit. If current Leasing Permits have been issued for more than the capped percentage of the total number of homes (excluding homes owned by Declarant), no additional Leasing Permits will be issued (except for Hardship Leasing Permits) until the number of outstanding current Leasing Permits falls below the capped percentage. Owners who have been denied a Leasing Permit shall be placed on a waiting list for a Leasing Permit and shall be issued the same if they so desire when the number of current outstanding Leasing Permits issued falls to the capped percentage. The Association may adopt a

reasonable fee as a condition to placing an Owner on the Leasing Permit waiting list. The issuance of a Hardship Leasing Permit to an Owner shall not cause the Owner to be removed from the waiting list for a Leasing Permit.

Hardship Leasing Permits. If the failure to lease will result in a hardship, then the Owner may seek to lease on a hardship basis by applying to the Board for a Hardship Leasing Permit. The Board shall have the authority to issue or deny requests for Hardship Leasing Permits in its sole discretion after considering the following factors: (i) the nature, degree, and likely duration of the hardship, (ii) the harm, if any, which will result to the Regime if the permit is approved, (iii) the number of Hardship Leasing Permits which have been issued to other Owners, (iv) the Owner's ability to cure the hardship, and (v) whether previous Hardship Leasing Permits have been issued to the Owner. A "hardship" as described herein shall include, but not be limited to the following situations: (i) an Owner must relocate such Owner's residence outside of Denton County and cannot, within six (6) months from the date that the home was placed on the market, sell the home except at a price below the current appraised market value, after having made reasonable efforts to do so; (ii) where the Owner dies and the home is being administered by such Owner's estate; or (iii) the Owner takes a leave of absence or temporarily relocates and intends to return to reside in the home. Hardship Leasing Permits shall be valid for a term not to exceed one (1) year. Owners may apply for additional Hardship Leasing Permits. Hardship Leasing Permits shall be automatically revoked if during the term of the permit, the Owner is approved for and receives a Leasing Permit.

Grandfather Provision. An owner who purchased a home in Savannah before the date this amendment was approved may apply for and receive a Hardship Leasing Permit if the Owner's request for a Leasing Permit, if granted, would exceed the cap and the Owner can furnish proof that: (1) the home was never occupied by the Owner; (2) the home was purchased as the single Rent Home allowed under Article 19; and (3) the home has been leased in compliance with the leasing rules and restrictions for Savannah since it was purchased. This exception will automatically terminate once the home is sold or transferred. The leaseback of a home to the owner selling the home in connection with the sale of home will not require a Leasing Permit, provided the leaseback period ends within twelve (12) months from the closing date.

13. **Tier II Yard Maintenance Dues.** The following is hereby added to the Declaration as *Section 9.3.5*, entitled "Tier II Yard Maintenance Dues":

9.3.5 Tier II Yard Maintenance Dues: The Association may establish a program by which owners may opt-in to receive yard maintenance services. Any yard maintenance program will be subject to the terms established by the Association and the Association's decision to make such a program available to owners does not create an obligation to maintain the program for any period of time. Owners who elect to receive

such benefits will be charged in accordance with the agreement that establishes the terms by which such services will be provided, and the amount(s) charged may be considered an assessment due to the Association in the manner as any other assessed charge under the Declaration. This program will be optional for residents; however, the Association may require an owner who leases his property or who has failed to properly maintain his or her yard to participate in the program if the owner has a pending, uncured violation that would be cured by the services included in the otherwise optional yard maintenance program.

14. **Miscellaneous.** Any capitalized terms used and not otherwise defined herein shall have the meanings set forth in the Declaration. Unless expressly amended by this Amendment, all other terms and provisions of the Declaration remain in full force and effect as written, and are hereby ratified and confirmed.

[SIGNATURE PAGE FOLLOWS]

