

**SECOND SUPPLEMENTAL NOTICE OF FILING OF DEDICATORY INSTRUMENTS
FOR
COUNTRY VILLAS SUBDIVISION**

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

THIS SECOND SUPPLEMENTAL NOTICE OF FILING OF DEDICATORY INSTRUMENTS FOR COUNTRY VILLAS SUBDIVISION (this "Second Supplement") is made this 21th day of MAY, 2022, by the **Country Villas Homeowners' Association** (the "Association").

WITNESSETH:

WHEREAS, Eagle Development of Texas, Inc., (the "Declarant"), prepared and recorded an instrument entitled "Declaration of Covenants, Conditions and Restrictions for Country Villas Subdivision, Carrollton, Texas", recorded on or about November 13, 1975, under Instrument/Document No. 197500394482, at Volume/Book 75224, Page 323 *et seq.*, of the Deed Records of Dallas County, Texas (the "Declaration"); and

WHEREAS, the Association recorded a Notice of Filing of Dedicatory Instrument (the "Notice") on February 16, 2016 under Document/Instrument No. 201600039932 of the Dallas County Real Property Records, Dallas County, Texas; and

WHEREAS, the Association recorded a First Supplemental Notice of Filing of Dedicatory Instrument (the "First Supplement") on May 28, 2020 under Document/Instrument No. 202000131751 of the Dallas County Real Property Records, Dallas County, Texas; and

WHEREAS, the Association is the property owners' association created by the Declarant to manage or regulate the planned development subject to the Declaration, which development is more particularly described in the Declaration; and

WHEREAS, Section 202.006 of the Texas Property Code provides that a property owners' association must file each dedicatory instrument governing the association that has not been previously recorded in the real property records of the county in which the planned development is located; and

WHEREAS, the Association desires to record the attached dedicatory instruments in the real property records of Dallas County, Texas, pursuant to and in accordance with Section 202.006 of the Texas Property Code.

NOW, THEREFORE, the Second Supplemental Notice attached hereto as Exhibit "A" are true and correct copies of the originals and are hereby filed of record in the real property records of Dallas County, Texas, in accordance with the requirements of Section 202.006 of the Texas Property Code.

IN WITNESS WHEREOF, the Association has caused this Notice to be executed by its duly authorized agent as of the date first above written.

COUNTRY VILLAS
HOMEOWNERS' ASSOCIATION,
a Texas non-profit corporation

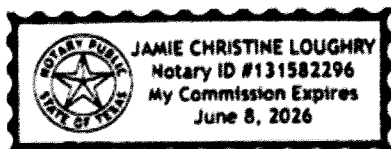
By: Loydeen Fadely
Printed Name: Loydeen Fadely
Its: President

ACKNOWLEDGMENT

STATE OF TEXAS §
 §
COUNTY OF DALLAS §

BEFORE ME, the undersigned authority, on this day personally appeared Loydeen Fadely, President of Country Villas Homeowners' Association, 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 purposes and consideration therein expressed on behalf of said corporation.

SUBSCRIBED AND SWORN TO BEFORE ME on this 21 day of May, 2022.



Jamie Loughry
Notary Public
State of Texas
June 8, 2026
My Commission Expires

AFTER RECORDING, RETURN TO:

Riddle & Williams, P.C.
3811 Turtle Creek Blvd., Suite 500
Dallas, Texas 75219

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EXHIBIT "A"

DEDICATORY INSTRUMENTS

A-1. Leasing and Occupancy Rules

COUNTRY VILLAS HOMEOWNERS ASSOCIATION

LEASING AND OCCUPANCY RULES

Pursuant to Article II, Section 6 of the First Amended and Restated Declaration of Covenants, Conditions and Restrictions for Country Villas ("the Declaration") and Article III, Section 3.20(f) of the First Amended and Restated Bylaws of Country Villas Homeowners Association (the "Bylaws"), the Board of Directors of Country Villas Homeowners Association (the "Association" or "CVHA") has the power to adopt, amend, repeal and enforce reasonable Rules and Regulations, and penalties for infractions thereof, governing the occupancy, leasing, use disposition, maintenance, appearance, and enjoyment of the Common Areas and Lots.

Pursuant to the authority in Article II, Section 6 of the Declaration and Article III, Section 3.20(f) of the Bylaws, the Board hereby adopts the following Leasing and Occupancy Rules governing the leasing and occupancy of Units on Lots.

Leasing and Occupancy Rules

The leasing of Units on Lots shall be governed by the following provisions:

(1) **Definition of Leasing.** "Leasing," as used in these Leasing Rules, is defined as regular, exclusive occupancy of a Unit by any person other than the Owner. "Leasing" shall not include a lease back in connection with the sale of a Unit, where the seller of the Unit transfers title to the Unit and then leases the Unit back from the purchaser. Units owned by an Owner and occupied by an immediate family member of the Owner shall not be considered leased for the purposes of this Section. For purposes hereof, "immediate family member" shall include the mother, father, daughter, son, sister, brother, grandmother, grandfather, grandson, or granddaughter of the Owner of the Unit.

(2) **General.** Units may be leased only in their 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 Rules and Regulations of the Association. 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 (30) days, including leasing a Unit on a nightly basis. Owners may not list their Units 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. All leases must be for an initial term of twelve (12) months unless otherwise approved by the Board in writing. Thereafter, leases may be renewed on an annual basis, provided the Owner must notify the Board of his intent to renew the lease on the Unit and obtain the Board's written notice that the Owner may lease a Lot pursuant to this Paragraph. The Owner must make available to the lessee copies of the Declaration, Bylaws and the Rules and Regulations of the Association.

(3) **Leasing and Occupancy Restrictions.** In order to preserve the quality of life of other residents and high standards of maintenance and care of the Common Area, and to promote the Unit and/or leasing of Units by responsible individuals, a Unit may be leased in accordance with the following provisions:

(a) Notice of Intent to Lease. Whenever the Owner of a Lot has received a bona fide offer to lease his or her Unit and desires to accept such offer, the Owner shall give the Board written notice of his or her desire to accept such offer, and provide, at the Owner's sole cost and expense, the following information to the Board:

(i) The name, date of birth, current address and driver's license number of the prospective lessee(s) and each prospective adult occupant (over age 18) along with current license plate numbers for all vehicles belonging to the prospective lessee(s) and occupants which will be parked in the Property;

(ii) A criminal background report, acceptable to the Board, and in a form required by the Board, for each prospective adult occupant of the Unit.

(b) Qualifications of Prospective Occupants and Lessees.

(i) Occupancy. Each Unit may be occupied by only one family consisting of any number of persons related by blood, adoption or marriage or no more than two unrelated persons living together as a single housekeeping unit, together with any household servants or caregivers to one or more occupants.

(ii) Certain Criminals Prohibited. Owner may not lease to or allow any person to reside in or occupy a Unit who has been convicted of any felony crimes involving violence; crimes against persons; use of firearms; sex crimes; illegal drugs; robbery; aggravated robbery; murder; criminal gang activity; discharge of firearms; gambling; manufacture, sale or use of drugs; manufacture or sale of alcoholic beverages; prostitution; theft; burglary; larceny; destruction of property; or any crime involving a minor.

(iii) Sex Offenders Prohibited. "Sex offenders," as defined below, are prohibited from leasing, residing in or occupying any Unit and Owners are strictly prohibited from entering any lease with or allowing any sex offender to occupy or reside in a Unit.

Definition of "Sex Offender." For purposes of this Rule, a "Sex Offender" is a person who is required to register as either a Level 3 (High) or Level 2 (Moderate) sex offender pursuant to Chapter 62 of the Texas Code of Criminal Procedure (Sex Offender Registration Program as it now exists or as it may be amended in the future) or pursuant to any other law of the State of Texas, or any municipal or county ordinance, or any other state or federal law or regulation. A "Sex Offender" for purposes of this Rule also includes a person who is required to register as a sex offender but who has not been assigned a risk assessment level by the applicable authority or for whom such a risk assessment level is not yet available to the public via the

applicable registry program.

Purpose of the Texas Sex Offender Registration Program. The Texas Sex Offender Registration Program, sometimes referred to as "Megan's Law", was adopted to address the danger of recidivism posed by sex offenders and offenders who commit other predatory acts against children. A system of registration was created by the State of Texas in order to identify and alert the public when necessary for public safety, and to provide enforcement officials with additional information critical to preventing and promptly resolving situations involving sexual abuse and missing persons. The Texas Department of Criminal Justice, the Texas Youth Commission, or a court determines the person's level of risk to the community. The State of Texas notes that the screening tool utilized for determining an offender's level of risk cannot determine whether a particular offender will re-offend but that it only indicates that a person with these characteristics has a higher probability of re-offending. Risk levels as defined by Texas statute are as follows:

High (Level 3) -- indicating that the person poses a serious danger to the community and will continue to engage in criminal sexual conduct.

Moderate (Level 2) -- indicating a moderate danger to the community and may continue to engage in criminal sexual conduct.

Low (Level 1) -- indicating that the person poses a low danger to the community and will not likely engage in criminal sexual conduct.

Not all registered sex offenders are required to have a risk assessment under current Texas law. The term "Not Available" indicates the offender is not required to have a risk assessment or the offender's risk assessment has not been reported to the Texas Department of Public Safety.

The identity of Sex Offenders can be obtained from various public access Internet web sites, such as the Texas Department of Public Safety web site at <http://records.txdps.state.tx.us>.

Finding of Danger to Association Residents. The Board has determined that any individual who is required to register under the Sex Offender Registration Program, with the exception of an offender assigned a risk assessment of Level 1 (Low), presents an unreasonable danger to the residents of the CVHA by virtue of the Sex Offender's access to the Common Area facilities to which all residents have shared access. Further, in traveling to and from these Common Areas, the residents of the CVHA, especially children, are subject to contact with any such Sex Offender on a frequent and continuing basis. Such potential exposure, in light of the

legislature's recognition of the serious danger posed by such an individual, dictates that a Sex Offender should be prohibited from permanently or temporarily residing in the CVHA.

Ownership and Residency Prohibited. A Sex Offender, as defined herein above, is prohibited from purchasing a Lot in the CVHA or owning any interest in a Lot in the CVHA. Owners are prohibited from conveying title or any interest in a Lot to a Sex Offender. A Sex Offender shall not reside, temporarily or permanently, in a Unit at the CVHA. An Owner who intends to lease or rent his Unit shall perform a background check upon each prospective adult occupant, to include but not limited to investigating to determine if a prospective occupant is a Sex Offender as defined in this Rule. An Owner shall not lease to, or allow any person to permanently or temporarily reside within the Project who is a Sex Offender.

Use of Common Areas Prohibited. A Sex Offender shall not enter onto the Association's Common Areas, with the exception that an Owner who is a Sex Offender may attend any duly called meeting of the Association's Board of Directors or Owners which may be held in one of the Association's Common Areas.

THESE REQUIREMENTS DO NOT CONSTITUTE A GUARANTEE OR REPRESENTATION THAT LESSEES OR OCCUPANTS RESIDING WITHIN CVHA HAVE NOT BEEN CONVICTED OF A CRIME OR ARE NOT SUBJECT TO DEFERRED ADJUDICATION FOR A CRIME.

(4) Leasing Limitations. Upon acquiring an ownership interest in a Lot, the Owner may not lease the Lot or Unit thereon, or any portion thereof, until the expiration of twelve (12) months from the date of the closing of the sale of the Lot or recording of the deed to the Lot which conveys title, whichever is earlier; provided that the Owner may lease the Lot or Unit thereon pursuant to Board approval of a hardship per Paragraph (6) below. After the expiration of the twelve (12) month period, the Owner may lease the Lot subject to the other terms contained in this Rule. The Board may adopt and enforce reasonable rules regulating leasing and subleasing.

From the date of the adoption of this Rule, no more than thirty percent (30%) of the total Units located in CVHA may be leased at any point in time. The goal is to preserve CVHA as one of predominantly owner-occupied Units. An Owner seeking to lease his or her Unit must notify the Board in writing of his or her desire to lease the Unit. If the thirty percent (30%) cap has not been reached, then the Board will notify the Owner that he/she may enter the lease. If the lease would exceed the thirty percent (30%) cap, or if thirty percent (30%) of the total Units are already under lease, then the Board will notify the Owner that he/she may not enter the lease at this time. The right to lease is granted on a first come, first serve basis. Upon the expiration of a lease term, the Owner of the Unit must again notify the Board of his or her desire to renew the lease on the Unit in order to given an equal opportunity to all Owners to lease their Units.

(5) Rejection of Lease by Board of Directors. If the terms of the lease do not meet the

standards and criteria described in these Rules, then the Board may notify the Owner that the lease fails to meet the requirements of these Rules. Owner shall not lease to or allow anyone to reside in the Unit if the lease does not meet the standards and criteria set out above.

(6) Hardship. Notwithstanding any provision to the contrary, the Board shall be empowered to allow leasing of one or more Units prior to the twelve (12) month leasing ban or in excess of the leasing cap above upon written application by an Owner to avoid undue hardship. By way of illustration and not by limitation, circumstances which would constitute undue hardship are those in which (i) an Owner must relocate his or her Unit and cannot, within ninety (90) days from the date the lot 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 his or her estate; (iii) the Owner takes a leave of absence or temporarily relocates and intends to return to reside in the Lot; (iv) the Lot 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. Those Owners who have demonstrated that the inability to lease their Lot would result in undue hardship and have obtained the requisite approval of the Board may lease their Lot for such duration as the Board reasonably determines is necessary to prevent undue hardship.

(7) Contents of Lease. Each Owner acknowledges and agrees that any lease of his or her Lot shall be deemed to contain the following language and that if such language is not expressly contained in the lease, then such language shall be incorporated into the lease by existence of this paragraph. In addition, the terms and requirements contained herein automatically become a part of any lease and/or an addendum to the lease. These provisions shall also be attached to any lease as an addendum and, again, are a part of the lease regardless of whether or not physically attached to the lease. Any lessee, by occupancy of a lot, agrees to the applicability of this section and incorporation of the following language into the lease:

The lessee shall comply with all provisions of the Declaration, Bylaws and Rules and Regulations of the Association and shall control the conduct of all other occupants and guests of the leased Lot in order to ensure their compliance. Any violation of the Declaration, By-Laws or Rules and Regulations by the lessee, any occupant or any person living with the lessee, is deemed to be a default under the terms of the lease and authorizes the Owner to terminate the lease without liability and to evict the lessee in accordance with Texas law. The Owner hereby delegates and assigns to the Association, acting through the Board, the power and authority of enforcement against the lessee for breaches resulting from the violation of the Declaration, Bylaws and the Rules and Regulations of the Association, including the power and authority to evict the lessee as attorney-in-fact on behalf and for the benefit of the Owner.

The Owner transfers and assigns to the lessee, for the term of the lease, any and all rights and privileges that the Owner has to use the common area including, but not limited to, the use of all recreational facilities and other amenities.

(8) Compliance with Declaration, Bylaws and Rules and Regulations. Each Owner shall

cause all occupants of his or her Lot to comply with the Declaration, Bylaws and the Rules and Regulations of the Association and shall be responsible for all violations and all losses or damage resulting from violations by such occupants, notwithstanding the fact that such occupants of the Lot are fully liable and may be personally sanctioned for any violation. The Owner shall provide the lessee a copy of the Declaration, Bylaws and the Rules and Regulations of the Association.

In the event that the lessee, or a person living with the lessee, violates the Declaration, Bylaws or a Rule or Regulation for which a fine is imposed, such fine shall be assessed against the owner. The Owner shall pay the fine upon notice from the Association.

In the event the Association proceeds to evict the lessee, any costs, including attorney's fees and court costs associated with the eviction, shall be assessed as an assessment against the lot and the Owner, such being deemed an expense which benefits the leased lot and the Owner thereof.

(9) Exempt Owners. The leasing limitations contained in Sections (2) and (4) shall not apply to the Association or to any institutional lender, insurer or guarantor of a mortgage who takes title to any Lot pursuant to the remedies set forth in its mortgage or security instrument, provided, however, that it shall apply to any leases by any purchaser from such mortgagee and any successor to such purchaser

(10) Grandfathering. With respect to Units which are subject to a valid written lease as of the effective date hereof, the above restrictions do not apply. Notwithstanding this exemption for Units already subject to a valid written lease on the effective date hereof, upon termination of that lease, the Owner must comply with the above rules.

(11) Noncompliance. Subject to the exclusions provided in Sections (9) and (10), from the date of the adoption of this Rule, any lease of a Lot entered into without complete and full compliance with the terms herein shall be deemed void and of no force and effect and shall confer not title or interest in a Unit to the purported lessee or purchaser. The Association shall have the power and authority to enforce this Rule in any legal manner available, as the Board deems appropriate, including, without limitation, taking action to evict the occupants of any Lot which does not comply with the requirements and restrictions hereof. **EACH OWNER HEREBY APPOINTS THE ASSOCIATION AS ITS ATTORNEY-IN-FACT FOR THE PURPOSE OF TAKING LEGAL ACTION TO DISPOSSESS, EVICT OR OTHERWISE REMOVE THE OCCUPANTS OF HIS OR HER LOT AS NECESSARY TO ENFORCE COMPLIANCE WITH THIS PARAGRAPH.** Each Owner shall fully and truthfully respond to any and all requests by the Association for information regarding the occupancy of his or her lot which in the judgment of the Board are reasonably necessary to monitor compliance with these Rules.

This is to certify that the foregoing Leasing and Occupancy Rules were adopted by the Board of Directors at a meeting of same on APRIL 6th, 2022 and has not been modified, rescinded or revoked.

DATE: 4/6/2022


Secretary

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

Instrument Number: 202500198571

eRecording - Real Property

Recorded On: September 19, 2025 11:33 AM

Number of Pages: 11

" Examined and Charged as Follows: "

Total Recording: \$61.00

******* 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: 202500198571
Receipt Number: 20250919000312
Recorded Date/Time: September 19, 2025 11:33 AM
User: Thelma B
Station: Cc133

Record and Return To:

Simplifile



**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

A handwritten signature in black ink, appearing to be "JFW", is written over a horizontal line.