

Kaufman County
Laura Hughes
County Clerk

Instrument Number: 2022-0015750

Billable Pages: 3
Number of Pages: 4

FILED AND RECORDED – REAL RECORDS	CLERKS COMMENTS
<p>On: 04/22/2022 at 09:15 AM</p> <p>Document Number: <u>2022-0015750</u></p> <p>Receipt No: <u>22-12657</u></p> <p>Amount: \$ <u>34.00</u></p> <p>Vol/Pg: <u>V:7590 P:528</u></p>	<p>E-RECORDING</p>



STATE OF TEXAS
COUNTY OF KAUFMAN

I hereby certify that this instrument was filed on the date and time stamped hereon by me and was duly recorded in the Official Public Records of Kaufman County, Texas.

Laura A. Hughes

Laura Hughes, County Clerk

Recorded By: Ashley Kirby, Deputy

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.

Record and Return To:

SILVER STAR TITLE, LLC DBA SENDERA TITLE
1409 SUMMIT AVENUE
FORT WORTH, TX 76102



THE STATE OF TEXAS §
 §
COUNTY OF KAUFMAN §

LEASING PROHIBITION NOTICE TO INVESTOR PURCHASERS
PURSUANT TO
SIXTH AMENDMENT TO DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS FOR
TRAVIS RANCH

This Leasing Prohibition Notice to Investor Purchasers Pursuant to Sixth Amendment to Declaration of Covenants, Conditions and Restrictions for Travis Ranch (the “*Notice*”), is made by the Travis Ranch Property Owners Association, Inc. (the “*Association*”).

RECITALS

A. Travis Ranch is a community in the City of Forney, County of Kaufman, State of Texas, which is deed restricted with such restrictions being administered and enforced by the Association; and

B. The real property comprising the community of Travis Ranch is subject to that certain Declaration of Covenants, Conditions and Restrictions for Travis Ranch, filed on January 4, 2005, and recorded in Volume 2562, Page 351 in the Official Public Records of Kaufman County, Texas, as amended or supplemented (the “*Travis Ranch Declaration*”); and

C. The Declaration has been amended on several occasions and, of importance for purpose of this Notice, is the Sixth Amendment to the Declaration of Covenants, Conditions and Restrictions for Travis Ranch, filed on April 29, 2019, and recorded as Instrument No. 2019-0009310 in the Official Public Records of Kaufman County, Texas (the “*Sixth Amendment*”) which is incorporated herein by reference for all purposes; and

D. By virtue of the Sixth Amendment, Section 6.21.5 of Article 6 of the Travis Ranch Declaration was modified to read, in pertinent part, as follows: *No lease of any home on a Lot shall be for a duration of less than twelve (12) months, and each Owner is required to provide a copy of such lease to the Association prior to the tenant’s occupancy of the home on a Lot. **In no event may homes located on more than ten (10) percent of the Lots within the Property be subject to leases** notwithstanding, the Board of Directors may, at their sole discretion, adopt rules which may increase the maximum leases allowed, apply “grandfather rules” or make exceptions for hardships or special circumstances on a case by case basis as the Board deems necessary and/or appropriate that may be allowed without affecting the maximum lease capacity set forth in this Declaration or by amendment of the Board;* and

E. As of the date of the filing of the Notice in the Official Public Records of Kaufman County, Texas, ten percent (10%) of the Lots, including the dwellings thereon, within the Property are subject to a lease agreement; and

F. Until the Notice is modified, released or rescinded by the Board of Directors of the Association, from and after the date hereof, no lease of a Lot and the dwelling thereon may be entered into which would exceed the ten percent (10%) limitation contained in the Sixth Amendment; and

G. Until the Notice is modified, released or rescinded by the Board of Directors of the Association, from and after the date hereof, no person or entity should purchase a Lot for investment purposes and with the intent of leasing the Lot to third-party.

NOW, THEREFORE, TRAVIS RANCH PROPERTY OWNERS ASSOCIATION, INC., hereby declares and reaffirms as follows:

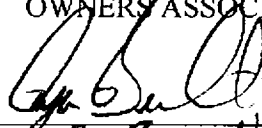
- The Sixth Amendment limits the number of Lots which can be leased to ten percent (10%) of all Lots in the Property (the "*Lease Cap*").
- The maximum number of Lots in the Property have been leased according to the established Lease Cap.
- Any Lot purchased or owned by an investor which is leased to a third-party after the date this Notice is filed of record will constitute a clear and unequivocal violation of the Travis Ranch Declaration and the Sixth Amendment.
- Violation of the Lease Cap contained in the Sixth Amendment will subject the owner of such Lot to formal enforcement measures including, but not limited to, suspension of privileges of use of the common area amenities, the imposition of significant violation fines as Individual Assessments against the Lot secured by the lien established in the Travis Ranch Declaration, and potential litigation. Any costs or attorney's fees incurred by the Association to enforce the Sixth Amendment will be levied and charged to the Lot owner's account.

[SIGNATURE TO FOLLOW]

Signed this 20 day of April, 2022.

ASSOCIATION:

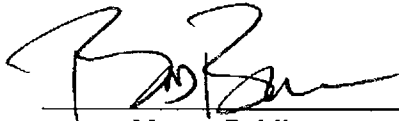
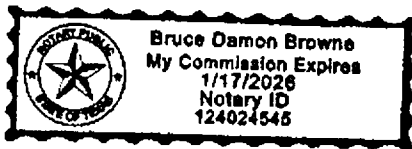
TRAVIS RANCH PROPERTY OWNERS ASSOCIATION, INC.



By: Ryan Burkhardt

STATE OF TEXAS §
 §
COUNTY OF DALLAS §

This instrument was acknowledged before me on the 20th day of April, 2022, by RYAN BURKHARDT, TREASURER of the Travis Ranch Property Owners Association, Inc., a Texas nonprofit corporation, on behalf of said nonprofit corporation, for the purposes and in the capacity therein.



Notary Public