D223160715 09/06/2023 09:12 AM Page: 1 of 3 Fee: \$27.00 Submitter: Property Management Group Electronically Recorded by Tarrant County Clerk in Official Public Records

# NOTICE OF FILING FIRST SUPPLEMENT TO THE DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS – SECTION 9.31 LEASING RESTRICTIONS REM PARK H.A., INC.

COUNTY CLERK

STATE OF TEXAS	)	KNOW ALL MEN BY THESE PRESENTS
COUNTY OF TARRANT	)	

THIS NOTICE OF DEDICATORY INSTRUMENT FILING FOR REM PARK H.A., INC. ("Notice") is made September 1, 2023 by REMINGTON PARK ("The Association")

#### WITNESSETH:

WHEREAS, the Association is the property owners' association created to manage or regulate the planned development covered by the Declaration of Covenants, Conditions and Restrictions for REM PARK H.A; 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 instrument in the real property records of TARRANT County, Texas, pursuant to and in accordance with Section 202.006 of the Texas Property Code and for the purpose of providing public notice of the following dedicatory instrument affecting the owners of property within REM PARK H.A. subdivision ("Owner").

**NOW THEREFORE**, the supplement hereto as Exhibit "A" are originals and are hereby filed of record in the real property records of TARRANT 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 written above.

REM PARK, H.A., INC.

Name:

Title

## ACKNOWLEDGMENT

#### STATE OF TEXAS

## **COUNTY OF TARRANT**

BEFORE ME, the undersigned authority, on this day personally appeared Dawn Kelly, authorized agent of REM PARK H.A., INC.

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 purposed and consideration therein expressed on behalf of said corporation.

SUBSCRIBED AND SWORN TO BEFORE ME on this 5+h day of September 2023

JANNA JEANE PEREZ Notary ID #129708208 My Commission Expires March 23, 2026

# Exhibit "A"

**Definition of Leasing.** "Leasing," as used in this Section, is defined as regular, exclusive Occupancy of a residence on a Lot ("Residence") by any person other than the Owner. If a Residence is owned by a trust and the beneficiary of the trust is living in the Residence, that Residence shall be considered Owner-occupied rather than leased.

**SECTION 9.31 LEASING RESTRICTIONS.** Buyers must own a residence for 24 months before offering for rent/lease. Seller leasebacks do not apply. No owner is permitted to lease/ rent said property of tax record for less than a six (6) month period. Subletting is not allowed.

- (a.) Tenant information including the address of property to be leased, Lessee name, phone number, email address and number of occupants must be provided to Remington Park H.A. at least 10 business days before the beginning date of the lease term.
- (b.) Owner is responsible for notifying renter/lessee of the obligations under the governing documents of Remington Park H.A. Owner of record is responsible for all issues of noncompliance with the governing documents of Remington Park H.A.
- (c.) At no time, shall an Owner be allowed to lease/ rent a portion less than the Property, in its entirety.
- (d.) No more than 10% of the units in Remington Park can be rented at any one time (22 homes).
- \*Violation of the conditions of this article shall be punishable by a maximum fine of \$2000.00 per violation, per day.