


MARY LOUISE NICHOLSON
COUNTY CLERK

AFTER RECORDING RETURN TO:

**Judd A. Austin, Jr., Esq.
Henry Oddo Austin & Fletcher, P.C.
1717 Main Street
Suite 4600
Dallas, Texas 75201**

**FIRST AMENDMENT TO THE
RESTATED AND AMENDED DECLARATION
OF
COVENANTS, CONDITIONS AND RESTRICTIONS
FOR
WATERFORD PARK**

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

INTRODUCTORY PROVISIONS

WHEREAS, the Restated and Amended Declaration of Covenants, Conditions and Restrictions for Waterford Park, executed by Mansfield Waterford Park, Ltd., is recorded as Instrument No. D205011930 in the Official Public Records of Tarrant County, Texas ("*Declaration*"); and

WHEREAS, the Declaration affects certain tracts or parcels of real property located in the City of Mansfield, Tarrant County, Texas, more particularly described on Exhibit "A" attached to the Declaration, including any amendments and supplements thereto, and is incorporated herein by reference for all purposes ("*Property*"); and

WHEREAS, under Article 10, Section 10.2 of the Declaration, the covenants and restrictions contained in the Declaration may be amended or changed upon the written consent of at least seventy-five percent (75%) of the outstanding votes of all Members of Mansfield Waterford Park Homeowners' Association, Inc. ("*Association*"); and

WHEREAS, pursuant to Section 209.0041(h) of the Texas Property Code, the Declaration may be amended or modified by a vote of sixty-seven percent (67%) of the total votes allocated to property owners entitled to vote on an amendment to the Declaration; and

WHEREAS, at a meeting of the Members of the Association was held on the 31 day of JANUARY, 2024, wherein a quorum was present or represented at such meeting and the following amendments to the Declaration were approved by the written consent of at least sixty-seven percent (67%) of the outstanding votes held by the Members.

NOW, THEREFORE, the Declaration is hereby amended as follows:

- Section 6.1 of Article 6 of the Declaration is deleted and amended to read, in its entirety, as follows:

6.1 Residential Purposes. (a) Each Lot or Dwelling shall be used and occupied for single-family, private residential purposes only and no trade or business may be conducted in or from any Lot and/or Dwelling, except as permitted below. For purposes of this Declaration, the phrases "single-family private residential use" and "residential purposes" are intended to prohibit short-term rentals of or transient stays at a Dwelling, i.e., any term less than 12 consecutive months. Single-family private residential use shall not include either of the following: (i) operating a rooming or boarding house within a residence, for any period of time; (ii) leasing by the Owner of less than the entire Dwelling to others as a separate house-keeping unit, for any period of time.

(b) No business, manufacturing, or commercial activity to which the general public is invited shall be conducted on any portion of a Lot, except an Owner or resident may conduct business activities within a Dwelling so long as: (i) 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; (ii) the business does not 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 dwelling in which no business activity is being conducted; (iii) 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 discretion of the Board.

(c) Nothing in this Declaration will prevent the leasing of a Dwelling by the Owner for private, residential purposes provided that: (i) upon acquiring an ownership interest in a Lot, the Owner may not lease the Dwelling until the expiration of thirty six (36) months from the date of recording the deed to the Lot, (ii) all leases must be for terms of at least twelve (12) months, with no greater than two (2) lease agreements per year; and (iii) no portion of a Lot (other than the entire Lot) may be leased. Short-term rentals or transient stays at a Dwelling are expressly prohibited, i.e., any term less than twelve (12) months. All leases shall comply with and be subject to the provisions of this Declaration and the provisions of same shall be deemed expressly incorporated into any lease of a Lot. The Board is hereby authorized to promulgate reasonable rules and restrictions relating to leasing and occupancy of Dwellings.

The terms and provisions of the Declaration, except as modified herein, are hereby declared to be in full force and effect with respect to the Property. Unless otherwise defined herein, all capitalized terms used herein shall have the meanings set forth in the Declaration. The Property shall continue to be held, occupied, sold, and conveyed subject to the terms and conditions of the Declaration and this First Amendment, which shall run with title to the Property and are binding on all parties having any right, title or interest in and to the Property or any part thereof, including their heirs, representatives, successors, transferees and assigns, and shall inure to the benefit of each Owner thereof.

IN WITNESS WHEREOF, the Board of Directors of the Association has caused this First Amendment to the Declaration to be filed with the office of the Tarrant County Clerk and is made to be effective as of the 8 day of February, 2024

**MANSFIELD WATERFORD PARK
HOMEOWNERS' ASSOCIATION, INC.,
A Texas non-profit corporation**

[Handwritten Signature]

Signature

By: MARC K CROKER

Name

Its: President

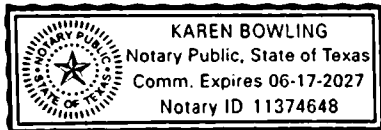
STATE OF TEXAS §
 §
COUNTY OF TARRANT §

BEFORE ME, the undersigned Notary Public, on this day personally appeared Marc Croker, the duly-elected President of Mansfield Waterford Park Homeowners' Association, Inc., a Texas nonprofit corporation, known to me to be the person whose name is subscribed on the foregoing instrument and acknowledged to me that he/she executed the same for the purposes therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND AFFIRMED SEAL OF OFFICE on this the 8 day of February, 2024.

[Handwritten Signature: Karen Bowling]

Notary Public, State of Texas



CERTIFICATION OF AMENDMENT

I, Heath Robinson, the duly-elected Secretary of Mansfield Waterford Park Homeowners' Association, Inc., have read the foregoing First Amendment to the Declaration of Covenants, Conditions and Restrictions for Waterford Park, do certify that it is true and correct, that it was approved upon the written consent of at least sixty-seven percent (67%) of the outstanding votes held by Members at a meeting of the Members duly held on 31st day of January, 2024, and do hereby approve same for recording in the Official Public Records of Tarrant County, Texas.

[Handwritten Signature: Heath Robinson]

Signature

By: _____ Treasurer

Name

Its: Heath Robinson