
Mary Louise Nicholson

AFTER RECORDING RETURN TO:

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**FIRST AMENDMENT TO THE DECLARATION
OF
COVENANTS, CONDITIONS AND RESTRICTIONS
FOR
TANGLEWOOD**

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

INTRODUCTORY PROVISIONS

WHEREAS, the Declaration of Covenants, Conditions and Restrictions for Tanglewood, executed by Lennar Homes of Texas Land and Construction, Ltd., as Declarant, on December 1, 1999, and filed of record on January 27, 2000, under Tarrant County Clerk's Instrument No. D200019818 in the Real Property Records of Tarrant County, Texas (the "Declaration"); and

WHEREAS, the Declaration affects certain tracts or parcels of real property in the City of Mansfield, Tarrant County, Texas, more particularly described on Exhibit A attached hereto and incorporated herein by reference for all purposes (collectively, the "Addition"); and

WHEREAS, under Article 9, Section 9.4 of the Declaration, the covenants and restrictions contained in the Declaration may be amended or changed upon the approval by Owners owning, in the aggregate, seventy percent (70%) of the votes of all Members; and

WHEREAS, Texas Property Code Section 209.0041(h) expressly states that a declaration may be amended only by a vote of sixty-seven percent (67%) of the total votes allocated to property owners; and

WHEREAS, on April 8, 2019, at a meeting of the Members of Tanglewood @ Mansfield Homeowners Association, Inc. (the "Association"), the following amendment to the Declaration was proposed and approved with the affirmative vote of Owners holding at least sixty-seven percent (67%) of the total votes; and

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

- Article 2 of the Declaration is hereby amended to add Section 2.3 and to read, in its entirety, as follows:

Section 2.3 Leasing and Occupancy Restrictions. In order to preserve the quality of life of Members and residents and the high standards of maintenance and care of the Common Area, and to promote the residence and/or leasing of a Residence by responsible individuals, a Residence may be leased in accordance with the following provisions:

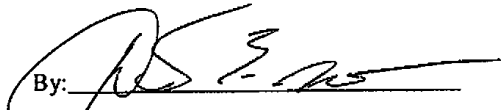
- (a) General. All leases shall provide that the terms of the lease are subject to the provisions of the Declaration, Bylaws, Resolutions, Policies, Design Guidelines, Rules and Regulations, and any and all dedicatory instruments of the Association. The Owner must make available to the lessee copies of the Declaration, Bylaws, Resolutions, Policies, Design Guidelines, Rules and Regulations, and any and all dedicatory instruments of the Association.***
- (b) Leasing Limitations. Upon acquiring an ownership interest in a Lot or Residence, the Owner may not lease the Residence, 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 Residence thereon pursuant to Board approval of a hardship. After the expiration of the twelve (12) month period, the Owner may lease the Residence subject to the other terms contained in this Section 2.3.***
- (c) Compliance with Declaration, Bylaws, and Rules and Regulations. Each Owner shall cause all occupants of his Residence to comply with the Governing Documents 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 Residence are fully liable and may be personally sanctioned for any violation.

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 Addition. The Addition shall continue to be held, occupied, sold and conveyed subject to the terms and conditions of the Declaration, and this First Amendment to the Declaration, which shall run with title to the Addition and are binding on all parties having any right, title or interest in and to the Addition 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 Tanglewood @ Mansfield Homeowners Association, Inc. 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 8th day of April, 2019

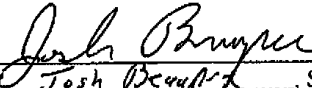
TANGLEWOOD @ MANSFIELD
HOMEOWNERS ASSOCIATION, INC.

By: 
Derrick Masola, President

**CERTIFICATION OF APPROVAL OF THE
FIRST AMENDMENT TO THE DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS FOR TANGLEWOOD**

I, Josh Beasly, the duly-elected Secretary of Tanglewood @ Mansfield Homeowners Association, Inc. hereby certify:

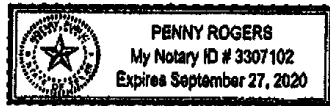
That the First Amendment to the Declaration of Covenants, Conditions and Restrictions for Tanglewood ("Declaration") was approved by the affirmative vote of 67% of the Members of Tanglewood @ Mansfield Homeowners Association, Inc. ("Association") at the duly-convened Meeting held on April 8, 2019 as evidenced and recorded in the records of the Association, and that the same does now constitute an official amendment to the Declaration of the Association and shall be filed of record with the office of the Tarrant County Clerk.


By: Josh Beasly, Secretary

STATE OF TEXAS §
 §
COUNTY OF TARRANT §

BEFORE ME, the undersigned Notary Public, on this day personally appeared ~~DEREK MASON~~ TOSH BENNETT, the duly-elected President of Tanglewood @ Mansfield 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 8th day of April, 2019



Penny Rogers
Notary Public, State of Texas