

AFTER RECORDING RETURN TO:

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**SEVENTH AMENDMENT TO THE  
CONDOMINIUM BY-LAWS OF  
DEL PASEO TOWN HOMES  
(A Condominium)**

STATE OF TEXAS       §  
  §  
COUNTY OF DALLAS   §

**KNOW ALL MEN BY THESE PRESENTS:**

THIS SEVENTH AMENDMENT TO CONDOMINIUM BY-LAWS OF DEL PASEO TOWN HOMES (this "Seventh Amendment") is made by the members of the Del Paseo Town Homes Association DEL PASEO TOWN HOMES ASSOCIATION (hereinafter referred to as "Association").

**INTRODUCTORY PROVISIONS**

**WHEREAS**, the Condominium By-Laws of Del Paseo Town Homes Association (the "By-Laws") are attached as Exhibit A to that certain Declaration and Master Deed for Del Paseo Town Homes (A Condominium) filed on February 10, 1978, and recorded in Volume 78028, Page 450 of the Official Public Records of Dallas County, Texas (the "Declaration"); and

**WHEREAS**, the By-Laws were amended by that certain Amendment to the By-Laws filed on October 8, 1986, and recorded in Volume 86196, Page 2321 of the Official Public Records of Dallas County, Texas (the "First Amendment"); and

**WHEREAS**, the By-Laws were amended by that certain Addition to the By-Laws filed on May 21, 1999, and recorded in Volume 99099, Page 5476 of the Official Public Records of Dallas County, Texas (the “*Second Amendment*”); and

**WHEREAS**, the By-Laws were amended by that certain Addition to the By-Laws filed on May 21, 1999, and recorded in Volume 99099, Page 5479 of the Official Public Records of Dallas County, Texas (the “*Third Amendment*”); and

**WHEREAS**, the By-Laws were amended by that certain Amendment to the By-Laws filed on April 13, 2012, and recorded as Instrument No. 201200105586 of the Official Public Records of Dallas County, Texas (the “*Fourth Amendment*”); and

**WHEREAS**, the By-Laws were amended by that certain Amendment to the By-Laws filed on May 30, 2014, and recorded as Instrument No. 201400132782 of the Official Public Records of Dallas County, Texas (the “*Fifth Amendment*”); and

**WHEREAS**, the By-Laws were amended by that certain Amendment to the By-Laws filed on August 18, 2016, and recorded as Instrument No. 201600229605 of the Official Public Records of Dallas County, Texas (the “*Sixth Amendment*”); and

**WHEREAS**, the By-Laws, the First Amendment, Second Amendment, Third Amendment, Fourth Amendment, Fifth Amendment and the Sixth Amendment are referred to, collectively as the “*Del Paseo By-Laws*”; and

**WHEREAS**, the Declaration and Del Paseo By-Laws affect certain tracts or parcels of real property located in the City of Irving, Dallas County, Texas, more particularly described on Exhibit A attached hereto and incorporated herein by reference for all purposes (the “*Property*”); and

**WHEREAS**, under Section 1 of Article IX of the Del Paseo By-Laws, as modified by Section 8 of Article I of the Del Paseo By-Laws added by virtue of the Fourth Amendment, the Del Paseo Bylaws (as opposed to the Declaration) may be amended by Members of the Association, from time to time, upon the approval of a majority of the total number of votes cast or received by the Owners of the Condominium Project (as defined in the Declaration); and

**WHEREAS**, the following amendments to the Del Paseo By-Laws were approved by a majority of the total number of votes cast or received by the Owners of the Condominium Project (as defined in the Declaration), as certified by the acknowledged signatures of the President and Secretary of the Association below.

**NOW, THEREFORE**, the Del Paseo By-Laws are hereby amended as follows:

- (a) Section 1 of Article VI of the Del Paseo By-Laws is amended to read, in its entirety, as follows:

***Section 1. No Unit in the Condominium Project shall be used for other than single-family residential purposes and the Common Elements shall be used only for purposes consistent with single-family residential use. No Unit or the Common Elements shall be used for any commercial purpose. The occupancy of a Unit by the Owner thereof along with family members, an au pair, home health personnel or servants shall not be deemed a commercial purpose. The Association is allowed to ask for verification of the status of the foregoing individuals other than the Owner of the Unit.***

***The leasing of a Unit shall not be deemed a commercial purpose so long as the leasing of the Unit complies with this section. For purposes of these bylaws, the terms "Lease or "Leasing" shall refer to the regular, exclusive occupancy of a Unit by any natural person other than the Owner, for which the Owner receives any type of consideration or benefit. Units shall be leased in their entirety - separate rooms, floors or areas within the Unit may not be separately***

*leased. Any leasing arrangement, agreement or contract must be evidenced by a written agreement and be for a term of at least one (1) year.*

*Upon acquiring an ownership interest in a Unit, the Owner may not lease the Unit, or any portion thereof, until the expiration of thirty-six (36) months from the date of the closing of the sale of the Unit or recording of the deed to the Unit which conveys title to the Owner, whichever is earlier; provided that the Owner may lease the Unit pursuant to Board approval of a hardship as set forth below. After the expiration of the thirty-six (36) month period, the Owner may lease the Unit subject to the other terms contained in this Section including, without limitation, the Leasing Cap as defined below.*

*No more than ten percent (10%) of the total number of Units in the Condominium Project shall be leased at any given time (the "Leasing Cap"). In calculating the Leasing Cap, any Unit occupied by a member of the Owner's immediate family pursuant to a lease shall not be considered. Any Unit subject to a lease on the date this Seventh Amendment is filed with the office of the Dallas County Clerk (the "Effective Date") shall be included when calculating the Leasing Cap and shall be referred to herein as a "Pre-Amendment Leased Unit." An Owner of a Pre-Amendment Leased Unit as of the Effective Date is referred to herein as an "Exempt Owner." Although the Pre-Amendment Leased Units will be considered and counted for purposes of the Leasing Cap, any Pre-Amendment Leased Unit will be eligible for lease, even if it exceeds the Leasing Cap, so long as record title to such Unit remains in the name of an Exempt Owner. Once title to a Pre-Amendment Leased Unit is transferred by an Exempt Owner to a third-party, said Unit will lose its status as a Pre-Amendment Leased Unit. After a Unit loses its Pre-Amendment Leased Unit status it will not be eligible for leasing unless permitted in accordance with the restriction imposed by the Leasing Cap.*

*The Board of Directors is authorized to grant exceptions to the Leasing Cap that would cause the allowed number of leased Units to exceed the Leasing Cap, but only to avoid undue hardship. By way of*

*illustration and not by limitation, circumstances which may constitute undue hardship are those in which:*

- (i) an Owner must relocate and cannot, within One Hundred and Twenty (120) days from the date the Unit was placed on the market, sell the Unit while offering it for sale at a reasonable price as reasonably determined by Current Appraised Values or Comparable Area Prices;*
- (ii) the Owner dies and the Unit 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 Unit;*
- (iv) the Owner can no longer live in the Unit for medical reasons and needs lease revenue to pay for medical expenses; or*
- (v) the Owner can no longer live alone without assistance and must move into assisted living or full nursing care and needs rental income to pay for assisted living expenses or the cost of full nursing care.*

*Those Owners who have demonstrated that the inability to sell their Unit would result in undue hardship and have obtained the requisite approval from the Board may only lease their Unit for such duration as the Board reasonably determines is necessary to prevent undue hardship.*

*If the Board does not grant an exception to a hardship request by an Owner, the Owner has the right within ten (10) days to appeal the decision of the Board to the members of the Association. Upon receipt of a timely appeal, the Board shall call a special meeting of the members to address the appeal of the Owner. The notice, quorum and voting requirements contained in the Bylaws shall apply to a special meeting of the members to hear an appeal.*

*An Owner, be it an individual or entity, including entities with common interest or ownership, who owns more than one (1) Unit is prohibited from leasing more than one (1) Unit at a time.*

**All leases are subject to the following terms and conditions which may be enforced by the Board:**

1. **General.** *The Owner must make available to the lessee copies of the Governing Documents. The Owner must provide a copy of the lease to the Association. AN OWNER WHO FAILS TO SUBMIT THE INFORMATION REQUESTED HEREIN MAY NOT LEASE A UNIT AS SUCH FAILURE CONSTITUTES A VIOLATION OF THESE RULES.*
  
2. **Leasing Procedure.** *In order to preserve the quality of life of other residents and high standards of maintenance and care of the Common Areas, and to promote the leasing of Units to responsible individuals, a Unit may be leased in accordance with the following provisions:*
  - a. **Notice of Intent to Lease.** *Whenever the Owner of a Unit has received a bona fide offer to lease his/her Unit and desires to accept such offer, the Owner shall provide, at the Owner's sole cost and expense, the following information to the Board:*
    - (i) *A copy of the rental or lease agreement;*
    - (ii) *The name and current address of the prospective lessee(s) and each prospective adult occupant (over age 18); and*

(iii) *A certification that a criminal background report was obtained for each prospective adult occupant of the Unit.*

3. *Qualifications of Prospective Occupants and Lessees.* *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 illegal drugs; manufacture or sale of alcoholic beverages; prostitution; theft; burglary; larceny; destruction of property; or any crime involving a minor.*

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

4. *Lease Certification.* *Within fifteen (15) days of its receipt of a Notice of Intent to Lease, the Association shall advise the Owner if the Unit is eligible for lease. Leasing a Unit without receiving a Notice of Eligibility to Lease from the Owner shall subject the Owner to violation fines and other enforcement measures.*
5. *Contents of Lease.* *Each Owner acknowledges and agrees that any lease of his/her Unit 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 Section. 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:*

*a. 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 Unit in order to ensure their compliance. Any violation of the Declaration, Bylaws 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.*

6. *Compliance with Declaration, Bylaws and Rules and Regulations.* *Each Owner shall cause all occupants of his/her Unit to comply with the Governing Documents of the Association and shall be responsible for all violations and all losses or damages resulting from violations by such occupants, notwithstanding the fact that such occupants of the Unit are fully liable and may be personally sanctioned for any violation. The owner shall provide the lessee a copy of the Governing Documents of the Association.*

*In the event that the lessee, or a person living with the lessee, violates the Governing Documents for which a violation fine is imposed, such fine shall be assessed against the Owner. The Owner shall pay the violation fine upon notice from the Association.*

7. *Request for Information.* *Each Owner shall fully and truthfully respond to any and all requests by the Association for information*



*regarding the occupancy of his/her Unit which in the sound business judgment of the Board are reasonably necessary to monitor compliance with these Leasing Rules.*

*Any conflict between this Section 1 of Article VI and any other provision of the Bylaws, as amended, shall be resolved in favor of this Section 1 of Article VI. No other provision in the Bylaws, as amended, shall operate to limit or prevent the Board of Directors from implementing the restrictions and authority contained in this Section 1 of Article VI of the Bylaws.*

The terms and provisions of the Del Paseo By-Laws, as amended, except as modified herein, are hereby declared to be in full force and effect with respect to the Property. The Property shall continue to be held, occupied, sold and conveyed subject to the terms and conditions of the Declaration and Del Paseo By-Laws, as amended, which shall run with title to the Property and all Units and are binding on all parties having any right, title or interest in and to the Property or a Unit 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 Del Paseo Town Homes Association has caused this Seventh Amendment to the Del Paseo By-Laws to be filed with the office of the Dallas County Clerk.

**DEL PASEO TOWN  
HOMES ASSOCIATION**

By: Richard Vullo

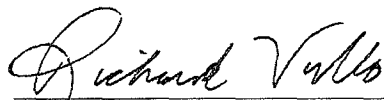
Rick Vullo, President  
RICHARD


By: Helen Schilling  
Helen Schilling, Secretary  
Schilling

**SEVENTH AMENDMENT TO THE CONDOMINIUM BY-LAWS  
OF DEL PASEO TOWN HOMES**

**CERTIFICATION OF APPROVAL**

Being the President and Secretary of the Del Paseo Town Homes Association, we hereby certify that the foregoing Seventh Amendment to the By-Laws of the Del Paseo Town Homes Association were approved by a majority of the total number of votes cast or received by the Owners of the Condominium Project (as defined in the Declaration), and do hereby approve same for recording in the Official Public Records of Dallas County, Texas.

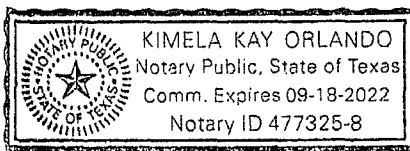
  
\_\_\_\_\_  
President

  
\_\_\_\_\_  
Secretary

STATE OF TEXAS

COUNTY OF DALLAS

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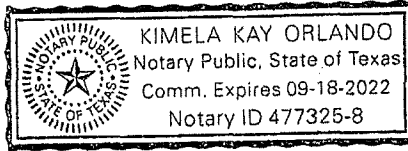
This instrument was acknowledged before me on the 19 day of November, 2018, by Richard Vullso, President of Del Paseo Town Homes Association., on behalf of said Texas non-profit corporation.

**SEVENTH AMENDMENT TO THE CONDOMINIUM BY-LAWS  
OF DEL PASEO TOWN HOMES**

Kimela Kay Orlando  
Notary Public, State of Texas

STATE OF TEXAS

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COUNTY OF DALLAS

This instrument was acknowledged before me on the 19 day of December, 2018, by Helen Brilling, Secretary of Del Paseo Town Homes Association., on behalf of said Texas non-profit corporation.

Kimela Kay Orlando  
Notary Public, State of Texas

**SEVENTH AMENDMENT TO THE CONDOMINIUM BY-LAWS  
OF DEL PASEO TOWN HOMES**

## EXHIBIT A

Those tracts and parcels of real property located in the City of Irving, Dallas County, Texas and more particularly described as follows:

- (a) All property described in and subject to Declaration and Master Deed for Del Paseo Town Homes, recorded in Volume 78028, Page 450 of the Condominium Records of Dallas County, Texas, as amended by those certain instruments recorded in Volume 78081, Page 1299 and Volume 78211, Page 2454 of the Condominium Records of Dallas County, Texas; and
- (b) Being all of Lot 1, Block A of Del Paseo Townhouse Addition to the City of Irving, Dallas County, Texas, according to the Map thereof recorded in Volume 792, Page 1879 of the Map Records of Dallas County, Texas.

**Filed and Recorded  
Official Public Records  
John F. Warren, County Clerk  
Dallas County, TEXAS  
11/19/2018 04:48:04 PM  
\$70.00  
201800306746**

