

**AFTER RECORDING RETURN TO:**

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**FOURTH AMENDMENT TO THE DECLARATION  
OF  
COVENANTS, CONDITIONS AND RESTRICTIONS  
FOR  
IRON HORSE VILLAGE**

STATE OF TEXAS           §  
  §       **KNOW ALL PERSONS BY THESE PRESENTS:**  
COUNTY OF DALLAS §

**INTRODUCTORY PROVISIONS**

**WHEREAS**, the Declaration of Covenants, Conditions and Restrictions for Iron Horse Village was filed on September 23, 2019, as Instrument No. 2019-00253417 in the Official Public Records of Dallas County, Texas (“*Declaration*”); and

**WHEREAS**, the Declaration was amended by virtue of that certain Amendment to the Declaration of Covenants, Conditions and Restrictions for Iron Horse Village filed on February 19, 2020, as Instrument No. 2020-00049333 in the Official Public Records of Dallas County, Texas (“*First Amendment*”); and

**WHEREAS**, the Declaration was again amended by virtue of that certain Second Amendment to the Declaration of Covenants, Conditions and Restrictions for Iron Horse Village filed on January 7, 2022, as Instrument No. 2022-00005398 in the Official Public Records of Dallas County, Texas (“*Second Amendment*”); and

**WHEREAS**, the Declaration was again amended by virtue of that certain Third

Amendment to the Declaration of Covenants, Conditions and Restrictions for Iron Horse Village filed on July 11, 2023, as Instrument No. 2023-000163500 in the Official Public Records of Dallas County, Texas (“*Third Amendment*”); and

**WHEREAS**, the Declaration, the First Amendment, the Second Amendment, and the Third Amendment are collectively referred to as the “*Iron Horse Declaration*”; and

**WHEREAS**, the Iron Horse Declaration affects certain tracts or parcels of real property located in Dallas County, Texas, more particularly described in the Iron Horse Declaration, including any amendments and supplements thereto, and is incorporated herein by reference for all purposes (“*Property*”); and

**WHEREAS**, the Iron Horse Declaration may be amended upon the vote or express written consent of at least sixty-seven percent (67%) of the total votes of the Iron Horse Village Residential Homeowners Association, Inc. (“*Association*”) as provided in Section 209.0041(h) of the Texas Property Code; and

**WHEREAS**, the following amendment to the Iron Horse Declaration was proposed and approved as having received the express written consent or affirmative vote of at least sixty-seven percent (67%) of the total votes of the Association; and

**NOW, THEREFORE**, the Iron Horse Declaration is hereby amended as follows:

- Article 7, Section 7.22 of the Iron Horse Declaration is hereby amended and shall read, in its entirety, as follows:

***Section 7.22. Leasing and Occupancy Restrictions. In order to preserve the quality of life of Owners and to promote the Leasing of a Lot by responsible individuals, a Lot may only be Leased in accordance with the following restrictions:***

***(a) Residential Purposes. Each Lot 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, except as permitted by this Section 7.22. For purposes of this Declaration, the phrases “single-family private residential use” and “residential purposes” are intended to prohibit rentals for any term less than twelve (12) months. Single-family private residential use shall not include either of the following: (i) operating a rooming or boarding house within a Lot, for any period of time; (ii) Leasing by the Owner of less than the entire Lot to others as a separate house-keeping unit, for any period of time.*

*Upon acquiring an ownership interest in a Lot, the Owner may not Lease the Lot until the expiration of twelve (12) months from the date of recording the deed to the Lot. After the expiration of the Lease, the Owner may Lease the Residence subject to the other terms contained in this Section 7.22. From the date of the adoption of this Fourth Amendment, no more than twenty (20%) of the total Residences located in the community may be Leased at any point in time, except in cases of hardship as approved by the Board. The goal is to preserve the community as one of predominantly owner-occupied Residences. An Owner seeking to Lease his or her Residence must notify the Board in writing of his or her desire to lease the Residence, and Owners may Lease on a first come, first serve basis. Upon the expiration of a Lease term of at least twelve (12) months, the Owner of the Residence must again notify the Board of his or her desire to renew the Lease on the Residence. Existing Leases will be given first priority to renew ahead of new Leases.*

*Additional Definitions:*

*(i) Dedictory Instruments - “Dedictory Instruments” means each governing instrument covering the establishment, maintenance, and operation of the Association. This term includes the Declaration, Bylaws, policies, and rules and regulations of the Association, and all amendments thereto.*

*(ii) Effective Date - “Effective Date” shall mean the date an instrument containing this Section 7.22 is recorded in the Official Public Records of Dallas County, Texas.*

*(iii) Landlord - “Landlord” means the Owner Leasing a Lot to a third-party, even if that Owner has a management company that is in charge of Leasing and/or managing the Lot.*

*(iv) Lease - “Lease” includes any written or oral agreement*

*between a Landlord and a Tenant that establishes or modifies the terms, conditions or other provisions regarding the use and occupancy of the Lot and the Residence thereon.*

*(l) Leasing - “Leasing” is defined as the regular, exclusive occupancy of a Lot by any person other than the Owner for which the Owner, or any designee of the Owner receives any consideration or benefit, including, but not limited to, a fee, service, gratuity, or emolument. If the Lot is owned by a trust and the beneficiary of the trust is living in the residence, that Lot shall be considered Owner-occupied rather than Leased.*

*(i) Lessee - “Lessee” shall be considered the same as Tenant for purposes of the Declaration.*

*(ii) Lease to Purchase Agreements & Contracts for Deeds - Shall be considered the same as Leasing for purposes of the Declaration.*

*(iii) Renting - “Renting” shall be considered the same as Leasing for purposes of the Declaration.*

*(iv) Tenant - “Tenant” means the person(s) authorized by the Lease to occupy the Lot, which would include the named Lessee(s). There may be more tenants than Lessees for a Lot unless the context indicates otherwise.*

*(b) Registration, Compliance, and Notice of Intent to Lease. Whenever the Owner of a Lot has received a bona fide offer to Lease the Lot and desires to accept such offer, the Owner shall give the current management company written notice of the desire to accept such offer and submit to the Board, at the Owner’s sole cost and expense, a Tenant Information Form which will include, but is not limited to, the following information:*

*(i) The name, telephone number, email address and current business address of any property management company employed by the Owner to manage their Lot;*

*(ii) The commencement date and term of the Lease;*

*(iii) The make, model, and license plate number of each vehicle to be kept on the Property;*

*(iv) The name, telephone number, email address, and current*

*address of the prospective Lessee(s) and each prospective adult occupant (over age 18);*

- (v) The number of persons that will occupy the Lot; and*
- (vi) A written statement certifying that: (1) a criminal background report has been obtained by the Owner on each prospective adult occupant of the Lot and (2) that each prospective adult occupant of the Lot has not violated paragraph (c)(ii) and (iii) below; and*
- (vii) A copy of the confirmation of rental inspections and a written statement certifying compliance with the leasing laws of the City of Mesquite.*

*The Association may charge a reasonable administration fee concerning the above as established by the Board and the Board is authorized to establish other such policies and procedures to register Lease arrangements as the Board so determines.*

*(c) Qualifications of Prospective Occupants and Lessees.*

- (i) Occupancy. The total number of occupants allowed to reside in or occupy a Lot shall not exceed the maximum number of occupants allowed in the Lot pursuant to any ordinance, code or regulation of the City of Mesquite or State of Texas.*
- (ii) Certain Criminals Prohibited. Owner may not Lease to or allow any person to reside in or occupy a Lot 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 drugs; manufacture or sale of alcoholic beverages; prostitution; theft; burglary; or larceny; or any crime involving a minor.*
- (iii) Sex Offenders Prohibited. Owners may not Lease to or allow any person to reside in or occupy a residence who is a registered sex offender. For purposes of this Section 7.22, a "sex offender" is a person who is required to register as either a Level 3 (High) or Level 2 (Moderate) sex offender pursuant to Chapter 62 of the Texas Code of Criminal Procedure or pursuant to any other law of the*

*State of Texas, or any municipal or county ordinance, or any other state or federal law or regulation.*

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

- (d) Rejection of Lease by Board of Directors. If the terms of the Lease and/or the Lessee(s) or occupants do not meet the standards and criteria described in this Section 7.22, then the Lease is rejected and the Board shall notify the Owner, within ten (10) business days after the decision is rendered, in writing of the rejection of the Lease. Owners shall not Lease to or allow anyone to reside in the residence who does not meet the standards and criteria set out above.*
- (e) Noise Ordinance. Lot Owners, renters, and guests must abide by the City of Mesquite, and/or Dallas County Noise Ordinance. A disturbance is made by a person who commits an offense or causes to be made any loud and disturbing noise or vibration that is offensive to the ordinary sensibilities of the inhabitants of the city. A disturbance includes the using, operating, or permitting to be played, used or operated any sound production or reproduction device, radio, receiving set, musical instrument, drums, phonograph, television set, loudspeakers, sound amplifiers, or other machine or device for the producing or reproducing sound in such a manner as to cause a noise disturbance. Furthermore, any such activity shall create a noise disturbance per se if conducted between the hours of 10:00 p.m. and 7:00 a.m. Sunday through Thursday, and between the hours of 11:30 p.m. and 7:00 a.m., Friday and Saturday.*
- (f) Duty of Inspection. Lot Owners must inspect their Lots and Residences at least once every three (3) months to ensure that the exterior maintenance and lawn and landscape are being adequately maintained.*
- (g) Notification of Vacancy. The Lot Owner must notify the Association, in writing and within ten (10) business days, when their Tenant has vacated their Residence.*
- (h) Hardship. Notwithstanding any provision to the contrary, the Board shall be empowered to allow Leasing of one or more Lots, as determined solely by the Board, upon written application by an Owner*

*to avoid undue hardship. By way of illustration and not by limitation, circumstances which would constitute undue hardship are those in which (i) an Owner must relocate and cannot, within ninety (90) days from the date the Lot was placed on the market, sell the Lot while offering it for sale at a reasonable price no greater than its current appraised market value; (ii) the Owner dies and the Lot 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 Lot; (iv) the Lot is to be Leased to a member of the Owner's immediate family, which shall be deemed to encompass children, grandchildren, grandparents, brothers, sisters, parents and spouses; (v) deployment or activity military duty status in any branch of the United States of America military; or (vi) the Owner sells the Lot and enters into a rent or leaseback agreement for a period not to exceed ninety (90) days from the date of sale. Those Owners who have demonstrated that the inability to Lease their Lot would result in undue hardship and have obtained the requisite approval of the Board may Lease their Lot for such duration as the Board reasonably determines is necessary to prevent undue hardship. Requests for hardship exemptions shall be reviewed by the Board on a case-by-case basis.*

- (i) Contents of Lease. Each Owner acknowledges and agrees that any Lease of his or her Lot 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. Any Lessee, by occupancy of a Lot, agrees to the applicability of this Section and incorporation of the following language into the Lease:*

*The Lessee shall comply with all provisions of the Dedicatory Instruments and shall control the conduct of all other occupants and guests of the Leased Lot in order to ensure their compliance. Any violation of the Dedicatory Instruments 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. The Owner hereby expressly delegates and assigns to the Association, acting through the Board, the power and authority of enforcement against the Lessee for breaches resulting from the violation of the Dedicatory Instruments, including the authority to pursue eviction proceedings on behalf of the Owner.*

*(j) Compliance with Dedicatory Instruments. Each Owner shall cause all occupants of his or her Lot to comply with the Dedicatory Instruments 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 Lot are fully liable and may be personally sanctioned for any violation. The Owner shall provide the Lessee a copy of the Dedicatory Instruments. In the event that the Lessee, or a person living with the Lessee, violates the Dedicatory Instruments for which a violation fine is imposed, such fine shall be assessed against the Owner. The Owner shall pay the violation fine(s) upon notice from the Association.*

*(k) Grandfathering. With respect to a Residence which is subject to a Lease as of the Effective Date, the Owner's only obligation is to complete the Tenant Information Form. Notwithstanding this exemption for Residences already subject to a Lease, upon termination, extension, or renewal of that Lease, the Owner must comply with this Section 7.22.*

*(l) Noncompliance. For any Lease of a Lot entered into or renewed after the Effective Date, the Association shall have the power and authority to enforce this Section 7.22 by any means available at law or in equity, including, but without limitation, levying violation fines and filing suit for necessary damages, including injunctive relief. EACH OWNER HEREBY APPOINTS THE ASSOCIATION AS ITS ATTORNEY-IN-FACT FOR THE PURPOSE OF TAKING LEGAL ACTION TO DISPOSSESS OR OTHERWISE REMOVE THE OCCUPANTS FROM HIS OR HER RESIDENCE AS NECESSARY TO ENFORCE COMPLIANCE WITH THIS SECTION 7.22. Each Owner shall fully and truthfully respond to any and all requests by the Association for information regarding the occupancy of his or her Lot which, in the sound business judgment of the Board, are reasonably necessary to monitor compliance with this Section 7.22. The failure*



*of a Lot Owner to obtain the approval of the Association prior to entering into a Lease to rent their Lot may result in the Lot Owner being denied the right to rent their Lot for a period of two (2) years.*

*Notwithstanding any proposed fine stated in the Association's enforcement or fine policy, violations of this Section 7.22 shall be levied as follows:*

- o Initial fine of five hundred dollars (\$500.00)*
- o Subsequent daily fines of one hundred dollars (\$100.00) levied no earlier than ten (10) days after the initial fine.*

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*ALL OWNERS MUST PROVIDE A TENANT INFORMATION FORM TO THE ASSOCIATION. FAILURE TO PROVIDE A TENANT INFORMATION FORM MAY SUBJECT THE OWNER TO A VIOLATION FINE FOR NONCOMPLIANCE WITH THIS SECTION 7.22.*

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*(m) Authority of Management To Act. The Board hereby authorizes and empowers the management company to do all such things and perform all such acts as are necessary to implement and effectuate the purposes of this Section 7.22 without further action by the Board.*

*(n) Binding Effect. The terms and conditions of this Section 7.22 shall bind all Owners including their heirs, successors, transferees or assigns, and all Lots as defined in the Declaration, and the Properties shall hereafter be held, occupied, transferred, and conveyed subject to the terms and conditions of this Section 7.22.*

The terms and provisions of the Iron Horse Declaration, 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 Iron Horse Declaration and now this Fourth Amendment to the Iron Horse Declaration, 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 Fourth Amendment to the Iron Horse Declaration to be effective when filed with the office of the Dallas County Clerk.

**ASSOCIATION:**

**IRON HORSE VILLAGE RESIDENTIAL  
HOMEOWNERS ASSOCIATION, INC., a  
Texas non-profit corporation**

By:  
Its: Perla Bouche  
Title: President

STATE OF TEXAS §  
  §  
COUNTY OF DALLAS §

BEFORE ME, the undersigned Notary Public, on this day personally appeared Perla Bouche, the President of Iron Horse Village Residential Homeowners Association, Inc., a Texas non-profit 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 \_\_\_\_ day  
of \_\_\_\_\_ 20\_\_.

\_\_\_\_\_  
Notary Public, State of Texas

**CERTIFICATION OF AMENDMENT**

I, Francisco Prieto, the duly-elected Secretary of Iron Horse Village Residential Homeowners Association, Inc., have read the foregoing Fourth Amendment to the Declaration of Covenants, Conditions and Restrictions for Iron Horse Village, and do certify that it is true and correct and do hereby approve the same for recording in the Official Public Records of Dallas County, Texas.

By:  
Its: Francisco Prieto  
Title: Secretary

DRAFT