

# DEVONSHIRE

**Dear Devonshire Homeowner,**

One of the Board's most important responsibilities is to help protect the value of our homes while maintaining the welcoming, residential character that makes Devonshire such a great place to live. As our community continues to grow and change, it is important that our governing documents evolve as well.

For that reason, the Declarant has adopted the **Fourth Amendment to the Declaration of Covenants, Conditions, and Restrictions (CC&Rs)**. These updates are intended to provide clear expectations for homeowners, create a fair and consistent leasing process, and help preserve the quality of life that benefits everyone in our neighborhood.

We encourage every homeowner to take a few moments to review the amendment. Below is a summary of the most significant changes.

## **Highlights of the Fourth Amendment**

- **Leasing Cap:** To help maintain Devonshire as a primarily owner-occupied community, the number of leased homes will be limited to **10% of the homes** in the Association.
- **Owner Occupancy Requirement:** Homeowners must now live in their home for **two (2) years** before it becomes eligible to be leased. This replaces the previous one-year requirement.
- **Lease Registration:** If you lease your home, you must notify the Association and provide a copy of your lease to the management office. All current leases must be reported no later than **October 16, 2026**.
- **Annual Leasing Administration Fee:** An annual **\$300 administrative fee** is required when registering a leased home. This fee helps the Association administer the leasing program, monitor the leasing cap, and maintain a waiting list if the community reaches the 10% limit.
- **Unreported Leases:** Leasing a home without notifying the Association may result in a **\$500 per day fine** until the lease has been reported and the property complies with the leasing requirements.
- **Tenant Amenity Access:** If you would like your tenant to have access to community amenities, you must complete a **Delegation of Privileges** form and pay a **\$100 fee**. If you choose not to extend amenity privileges, please be sure to let your tenant know. Any current tenant amenity access that has not been properly authorized will be discontinued until the required paperwork and fee have been submitted.
- **Nuisance Provision:** The amendment also includes a nuisance provision that gives the Association the ability to address ongoing issues that negatively affect neighbors and the community as a whole.
- **Criminal Activity:** No home, lot, common area may be used for any criminal, immoral, offensive, threatening or harassing activity or purpose. Any violation of this provision shall be an immediate violation, offense subject to fines, amenity privileges suspension, or other remedies or consequences provided by the governing documents

To make it easier to stay informed, we've also included QR codes with this mailing. These provide quick access to important Association documents, forms, and other helpful community information. We encourage you to scan them and save them for future reference.

These changes are designed to support a well-maintained, safe, and welcoming neighborhood while protecting the investment we all share in our homes. We appreciate your cooperation and your continued commitment to making Devonshire a community, we're all proud to call home.

If you have any questions about the Fourth Amendment or how these changes may affect you, please don't hesitate to contact the management office. We're here to help.

Thank you for being a valued member of the Devonshire community.

Warm regards,

**The Devonshire Homeowners Association**  
Board of Directors

**Kaufman County  
Laura Hughes  
County Clerk**

**Instrument Number: 2026-0017774**

Billable Pages: 9  
Number of Pages: 10

| FILED AND RECORDED – REAL RECORDS           | CLERKS COMMENTS |
|---------------------------------------------|-----------------|
| <b>On:</b> 06/11/2026 at 03:41 PM           | E-RECORDING     |
| <b>Document Number:</b> <u>2026-0017774</u> |                 |
| <b>Receipt No:</b> <u>26-16334</u>          |                 |
| <b>Amount:</b> \$ <u>57.00</u>              |                 |
| <b>Vol/Pg:</b> <u>V:9479 P:376</u>          |                 |



**STATE OF TEXAS  
COUNTY OF KAUFMAN**

I hereby certify that this instrument was filed on the date and time stamped hereon by me and was duly recorded in the Official Public Records of Kaufman County, Texas.

*Laura A. Hughes*

Laura Hughes, County Clerk

Recorded By: Jacklyn Salazar, Deputy

**ANY PROVISION HEREIN WHICH RESTRICTS THE SALE, RENTAL, OR USE OF THE DESCRIBED REAL PROPERTY BECAUSE OF COLOR OR RACE IS INVALID AND UNENFORCEABLE UNDER FEDERAL LAW.**

**Record and Return To:**

ROBERTS MARKEL WEINBERG BUTLER HAILEY  
2800 POST OAK BLVD FL 57  
HOUSTON, TX 77056



**FOURTH AMENDMENT**  
*to*  
**COMMUNITY COVENANT OF CONSTRUCTION, FENCE & USE RESTRICTIONS**  
**DEVONSHIRE**

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THE STATE OF TEXAS       §  
                                          §  
COUNTY OF KAUFMAN       §

WHEREAS, Forney 921 Lot Development Partners I, L.P., a Texas limited partnership, as the "Community Declarant", did execute that certain Community Declaration of Covenants, Conditions & Restrictions for Devonshire which was recorded on May 5, 2008, as Instrument No. 2008-00008653 in the Official Public Records of Kaufman County, Texas (as amended and supplemented, from time to time, the "Community Declaration"); and

WHEREAS, the Community Covenant of Construction, Fence & Use Restrictions Devonshire, was filed of record on May 5, 2008, under Instrument No. 2008-00008654 in the Official Public Records of Kaufman County, Texas ("Community Covenant"); and

WHEREAS, DEVONSHIRE (DALLAS) ASLI VIII, LLC, a Delaware limited liability company, by virtue of that certain Designation of New Community Declarant and Assignment of Rights, recorded on January 26, 2017, as Instrument No. 2017-0001849 in the Official Public Records of Kaufman County, Texas, fully acquired all of the rights and responsibilities of the "Community Declarant" under the Declaration ("Community Declarant"); and

WHEREAS, the Community Declaration and Community Covenant affect certain tracts or parcels of real property in Kaufman County, Texas, more particularly described in the recorded Declarations and final plats, as amended and supplemented, for Devonshire incorporated herein by reference for all purposes (collectively, the "Addition"); and

WHEREAS, the Community Covenant was amended by virtue of the First Amendment to Community Covenants of Construction, Fence & Use Restrictions Devonshire, filed of record on September 2, 2009, under Instrument No. 2009-00014950 in the Official Public Records of Kaufman County, Texas ("First Amendment to Community Covenant"); and

WHEREAS, the Community Covenant was amended by virtue of the Amendment of the First Amendment to Community Covenants of Construction, Fence & Use Restrictions Devonshire, filed of record on April 13, 2012, under Instrument No. 2012-0006581 in the Official Public Records of Kaufman County, Texas ("Amendment to the First Amendment to Community Covenant"); and

WHEREAS, the Community Covenant was amended by virtue of the Supplement to Community Declaration of Covenants, Conditions and Restrictions for Devonshire and Amendment to Devonshire Community Covenant of Construction, Fence and Use Restrictions, filed of record on April 22, 2016, under Instrument No. 2016-0007479 in the Official Public Records of Kaufman County, Texas ("Amendment to the Community Covenant"); and

WHEREAS, the Community Covenant was amended by virtue of the (Corrected) Second Amendment to Community Covenants of Construction, Fence & Use Restrictions Devonshire, filed of record on October 13, 2020, under Instrument No. 2020-0031377 in the Official Public Records of Kaufman County, Texas ("Second Amendment to the Community Covenant"); and

WHEREAS, the Community Covenant was amended by virtue of the Third Amendment to Community Covenants of Construction, Fence & Use Restrictions Devonshire, filed of record on March 25, 2022, under Instrument No. 2022-0011606 in the Official Public Records of Kaufman County, Texas ("Third Amendment to the Community Covenant"); and

WHEREAS, under Article 4, Section 4.2 of the Community Covenant, during the Development Period, the Community Declarant shall have the sole and unilateral authority to amend, supplement or restate the Community Covenant; and

WHEREAS, under Section C.2.4 of Exhibit C to the Community Declaration, the Development Period has not lapsed or expired; and

WHEREAS, the following amendments to the Community Covenant have been approved by the Community Declarant.

NOW, THEREFORE, the Community Covenant is hereby amended as follows:

1. Part 3, Exhibit A, Section 3.A.17.4.2 of the Community Covenant entitled "Who May Own Rental Property?" is amended and restated to read as follows:

**3.A.17.4.2 Who May Own Rental Property?** Without the Board of Directors' prior written permission, individuals or entities may not purchase a Residence with the intent of using the Residence as Rental Property. After purchasing a Residence, the Owner must occupy the Residence as his home for twenty-four (24) consecutive months following acquisition of the Residence before such Residence can be used as Rental Property.

2. Part 3, Exhibit A, Section 3.A.17.6.4 of the Community Covenant entitled "Use of Recreational Facilities" is amended and restated to read as follows:

**3.A.17.6.4 Use of Recreational Facilities.** Tenants are not allowed to use the Recreational Facilities, and will not receive pool passes, unless the Owner has delivered a copy of the lease to the Association and an executed copy of the Delegation of Privileges Agreement approved by the Board of Directors. An Owner who does not occupy a Residence is not entitled to use the Recreational Facilities if the Residence is occupied as a Rental Property. Although an Owner has a general right to delegate to his tenant the Owner's right to use the Recreational Facilities, the Association may condition the tenant's use on the Owner's compliance with procedures to confirm ownership and verify tenancy. The Board of Directors, in its sole and absolute discretion, may amend, modify, or revise the Delegation of Privileges Agreement and shall have the authority to adopt rules and regulations regarding use of the Recreational Facilities and other Association owned properties in the community.

3. Part 3, Exhibit A, Section 3.A.17.7.1 of the Community Covenant entitled "Occupancy" is amended and restated to read as follows:

**3.A.17.7.1 Occupancy.** No Residence may be rented for transient or hotel purposes or for a period less than twelve (12) months, no Residence may be subdivided for rent purposes, and not less than an entire Residence may be leased.

4. Part 3, Exhibit A, Section 3.A.17.13 of the Community Covenant entitled "Lease Cap" is added to read as follows:

**3.A.17.13. LEASE CAP.** No more than ten percent (10%) of Residences in the Association may be leased at any given time ("Lease Cap").

- i. **Lease Administration.** The administration of leases will be by the Association or a third-party vendor as determined by the Board of Directors. The Association or third-party vendor will maintain a list and copies of the current leases in effect. In order for a Residence to be considered to be leased, the Owner must submit written notification to the Board or third-party vendor of the Owner's intent to lease the Residence, which will include the Owner's name, mailing address, email address and phone number. The Association or third-party vendor shall notify the Owner of the Residence in writing (including email if available) within ten (10) business days of receipt of the Owner's notice if the Lease Cap under this Section has been met. If the Board or third-party vendor informs the Owner that the Lease Cap has been met, the Owner of the Residence is prohibited from leasing the Residence. If the written notification (including email if available) regarding the Lease Cap is not mailed or sent by the Board or third-party vendor within ten (10) business days of receipt of the Owner's notice of intent to lease a Residence, the Owner is prohibited from leasing the Residence.

The Association may charge an Owner reasonable costs relating to administration of a lease as determined by the Board of Directors. Such cost must be paid in advance of leasing a Residence.

- ii. **Lease Waitlist.** If the Lease Cap has been met, an Owner may make a written request to be placed on a waitlist maintained by the Association or its third party vendor. The waitlist will operate on a first-come-first-served basis. Owners must provide the Association with an email address to receive notifications relating to the waitlist. If the number of leased Residences drops below the Lease Cap, the Association or third party vendor will contact the Owner who has been on the waitlist for the longest period of time via the email address provided by the Owner. The Owner must respond to the email notification confirming the Owner's desire to lease a Residence within ten (10) days. The Owner shall then have sixty (60) days to enter into a lease that complies with the provisions of this Community Covenant and

provide an executed copy of the lease to the Association. If the Owner fails to respond to the Association's notification within ten (10) days, or fails to enter into a compliant lease and provide an executed copy of the lease to the Association within sixty (60) days after sending such response, the Owner will be placed back on the waitlist, and will not be permitted to lease such Owner's Residence until receiving a subsequent notification regarding leasing availability. For purposes of clarification, if an Owner is placed back on the waitlist, the Owner will be placed in the same position on the list that the Owner was in when the Owner was first notified by the Association that the number of leased Residences dropped below the Lease Cap, and the Association will notify the next Owner on the list. This process will repeat for the next Owner on the waitlist until the Lease Cap has been met.

- iii. **Exception for Undue Hardship.** The Board of Directors, in its sole and absolute discretion, may approve an Owner's application to lease the Residence to avoid undue hardship and, during such time period, the Residence will not be used to calculate the Lease Cap.
- iv. **Grandfather Clause.** A Residence that is currently being leased as of the date this Amendment has been recorded in the Official Public Records of Kaufman County, Texas may continue to be leased until the Residence has been conveyed to a new Owner, at which time: (a) the Residence shall be subject to this Section 3.A.17.13; and (b) this Grandfather Clause shall not be applicable to the conveyed Residence. As used herein, the term "conveyed to a new Owner" means any transfer of title to a Residence except: (a) a transfer of title to a Residence (including a transfer of a partial ownership interest) by one spouse to the other spouse; (b) a transfer of title to a Residence that is incident to a divorce proceeding; (c) a transfer of a co-Owner's interest in a Residence to another co-Owner; (d) the transfer of title to a Residence from one co-Owner to another co-Owner that is incident to a probate proceeding; or (e) the creation of a security interest in or mortgage encumbering a Residence.
- v. **Exclusions.** Notwithstanding any language to the contrary herein, Residences that are occupied by an immediate family member of the record Owner(s) of the Residence shall be excluded from the Lease Cap and/or the requirement to submit written notification to the Association of the Owner's intent to lease the Residence during the period of such occupancy by an immediate family member, provided the Owner is not receiving compensation in connection with occupancy of the Residence by such immediate family member. "Immediate family member" as used herein means a record Owner's parent(s), spouse, minor children, adult children, or any person for whom a record Owner is a court appointed guardian. "Record Owner" as used herein means that the Owner's name is on the recorded deed to the Residence. Any such Residence shall automatically become subject to the Lease Cap and requirement to submit a written notification to the Association of the Owner's intent to lease the Residence if: (i) the Residence ceases to be occupied by an immediate family member of the record

Owner(s); or (ii) the Owner begins receiving compensation in connection with occupancy of the Residence by such immediate family member. In such cases, the Owner must comply with the waitlist procedures set forth herein prior to leasing the Residence.

5. Part 3, Exhibit A, Section 3.A.33 entitled "Nuisances" is hereby added to the Community Covenant to read as follows:

**3.A.33. NUISANCES.** No portion of the Property may be used, in whole or in part, for the storage of any property or thing that will cause it to appear to be in an unclean or untidy condition or that will be obnoxious to the eye; nor may any substance, thing, animal, or material be kept upon any portion of the Property that will emit foul or obnoxious odors or that will cause any noise or other condition that will or might disturb the peace, quiet, comfort, or serenity of the owners or occupants of surrounding homes and users of the common areas.

No noxious, illegal, or offensive activity may take place or exist upon any portion of the Property, nor may anything be done thereon tending to cause embarrassment, discomfort, annoyance, or nuisance to any person using any portion of the Property. No plant, animal, device, or thing of any sort whose activities or existence in any way is noxious, dangerous, unsightly, unpleasant, or of a nature as may diminish or destroy the enjoyment of the Property may be kept within the Property. Outside burning of wood (except for wood burned in approved outdoor fire pits and fireplaces), leaves, trash, garbage, or household refuse is prohibited within the Property.

No speaker, horn, whistle, bell, or other sound device, except alarm devices used exclusively for residential monitoring purposes, may be installed or operated on the Property, unless required by federal, state, or local regulation. The use and discharge of firecrackers and other fireworks is prohibited within the Property.

Each owner has the obligation to prevent the development of any unclean, unhealthy, unsightly, or unkempt condition on his or her lot or homesite. The pursuit of hobbies or other visible activities, including specifically, without limiting the generality of the foregoing, the assembly and disassembly of motor vehicles and other mechanical devices that might tend to cause disorderly, unsightly, or unkempt conditions, may not be pursued or undertaken on any part of the Property. Notwithstanding the above, the disassembly and assembly of motor vehicles to perform repair work may be permitted provided such activities are not conducted on a regular or frequent basis and are either conducted entirely within an enclosed garage or, if conducted outside, are begun and completed within 12 hours.

No portion of the Property may be used, in whole or in part, in a way that creates a nuisance within the Property. Activities or conditions constituting a nuisance are incapable of exhaustive definition which will fit all cases, but they may



include those activities and conditions that endanger life or health, give unreasonable offense to senses, or obstruct reasonable use of property.

Whether any activity or condition constitutes a nuisance will be determined by the Board of Directors. The Board of Directors may adopt rules or policies to further define what constitutes a nuisance, as well as a fine schedule to address specific violations and penalties. Any violation of this provision may subject an owner to fines, amenity privileges suspension, or other remedies or consequences as set forth in this Community Covenant or other governing documents of the Association.

6. Part 3, Exhibit A, Section 3.A.34 entitled "Criminal Activity" is hereby added to the Community Covenant to read as follows:

*Section 3.A.34. CRIMINAL ACTIVITY.* No home, lot, common area or any portion of the Property may be used for any criminal, unlawful, immoral, offensive, threatening or harassing activity or purpose. The Board of Directors has the sole authority to determine what constitutes a violation of this provision or prohibited or criminal activity as provided herein. Any violation of this provision shall be an immediate violation offense subject to fines, amenity privileges suspension, or other remedies or consequences as set forth in this Community Covenant or other governing documents of the Association. The Board of Directors may adopt rules or policies to further address the conduct referenced herein, as well as a fine schedule to address specific violations and penalties. The Association shall not be required to enforce this provision by confronting any suspect or criminal offender.

7. Part 3, Exhibit A, Section 3.A.35 entitled "Security" is hereby added to the Community Covenant to read as follows:

*Section 3.A.35. SECURITY.* THE ASSOCIATION (INCLUDING ITS DIRECTORS, OFFICERS, MANAGERS, EMPLOYEES, AGENTS, AND ATTORNEYS) AND DECLARANT (INCLUDING ITS AFFILIATES) ARE NOT INSURERS OR GUARANTORS OF SECURITY WITHIN THE PROPERTY. THE ASSOCIATION, ITS DIRECTORS, OFFICERS, MANAGERS, AGENTS, EMPLOYEES, DECLARANT, AND ANY SUCCESSOR DECLARANT ARE NOT LIABLE FOR ANY LOSS OR DAMAGE BY REASON OF FAILURE TO PROVIDE ADEQUATE SECURITY OR INEFFECTIVENESS OF SECURITY MEASURES UNDERTAKEN. EACH OWNER AND OCCUPANT OF A LOT ACKNOWLEDGES THAT THE ENTRY GATES, IF ANY, ARE SOLELY FOR ACCESS CONTROL PURPOSES AND ARE NOT FOR SECURITY PURPOSES. EACH OWNER AND OCCUPANT OF ANY LOT, AS APPLICABLE, ACKNOWLEDGES THAT THE ASSOCIATION, ITS BOARD OF DIRECTORS, OFFICERS, MANAGERS, AGENTS, EMPLOYEES, DECLARANT, AND ANY SUCCESSOR DECLARANT DO NOT REPRESENT OR WARRANT THAT ANY ENTRY GATE, FIRE PROTECTION OR BURGLAR ALARM SYSTEMS, OR OTHER SECURITY SYSTEMS WILL PREVENT LOSS BY FIRE, SMOKE, BURGLARY, THEFT, HOLD-UP, OR

OTHERWISE, NOR THAT FIRE PROTECTION OR BURGLAR ALARM SYSTEMS, OR OTHER SECURITY SYSTEMS WILL IN ALL CASES PROVIDE THE DETECTION OR PROTECTION FOR WHICH THE SYSTEM IS DESIGNED OR INTENDED.

EACH OWNER AND OCCUPANT OF ANY LOT, AS APPLICABLE, ACKNOWLEDGES AND UNDERSTANDS THAT THE ASSOCIATION, ITS DIRECTORS, OFFICERS, MANAGERS, AGENTS, OR EMPLOYEES, DECLARANT, OR ANY SUCCESSOR DECLARANT ARE NOT INSURERS AND THAT EACH OWNER AND OCCUPANT OF ANY DWELLING, OR OWNER OR USER OF AN IMPROVEMENT, ASSUMES ALL RISKS FOR LOSS OR DAMAGE TO PERSONS, TO DWELLINGS AND IMPROVEMENTS, AND TO THE CONTENTS OF DWELLINGS AND IMPROVEMENTS, AND FURTHER ACKNOWLEDGES THAT THE ASSOCIATION, ITS DIRECTORS, OFFICERS, MANAGERS, AGENTS, OR EMPLOYEES, DECLARANT, OR ANY SUCCESSOR DECLARANT HAVE MADE NO REPRESENTATIONS OR WARRANTIES, NOR HAS ANY OWNER OR OCCUPANT RELIED UPON ANY REPRESENTATIONS OR WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE, RELATIVE TO ANY FIRE OR BURGLAR ALARM SYSTEMS OR OTHER SECURITY SYSTEMS RECOMMENDED OR INSTALLED OR ANY SECURITY MEASURES UNDERTAKEN WITHIN THE PROPERTY.

Except as amended herein, all provisions in the Community Covenant remain in full force and effect.

Capitalized terms used herein have the same meanings as that ascribed to them in the Community Covenant, unless otherwise indicated.

IN WITNESS WHEREOF, the Community Declarant has executed this instrument on the date set forth, to be effective upon recording in the Official Public Records of Real Property of Kaufman County, Texas.

*[Signature Page Follows]*

**COMMUNITY DECLARANT:**

DEVONSHIRE (DALLAS) ASLI VIII, LLC,  
a Delaware limited liability company

By: Avanti Strategic Land Investors VIII, L.L.L.P.,  
a Delaware limited liability limited partnership  
Its: Sole Member

By: APG ASLI VIII GP, LLC,  
a Delaware limited liability company  
Its: Sole General Partner

By: Avanti Properties Group III, L.L.L.P.,  
a Delaware limited liability limited partnership,  
Its: Managing Member

By: APG III GP, LLC,  
a Florida limited liability company  
Its: Sole General Partner

By: Avanti Management Corporation,  
a Florida corporation  
Its: Sole Manager

By: 

Name Printed: Marvin Shapiro

Title: President

Florida  
THE STATE OF ~~TEXAS~~ §  
§  
COUNTY OF Orange §

This instrument was acknowledged before me on 5<sup>th</sup> day of June, 2026,  
by Marvin Shapiro, President of Avanti  
Management Corporation, a Florida corporation, as the Sole Manager of APG III GP, LLC, a Florida  
limited liability company, as the Sole General Partner of Avanti Properties Group III, L.L.L.P., a  
Delaware limited liability limited partnership, as the Managing Member of APG ASLI VIII GP, LLC,  
a Delaware limited liability company, as the Sole General Partner of Avanti Strategic Land Investors  
VIII, L.L.L.P., a Delaware limited liability limited partnership, as the Sole Member of DEVONSHIRE  
(DALLAS) ASLI VIII, LLC, a Delaware limited liability company, 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.



Margaret Hill  
Notary Public in and for the State of ~~Texas~~  
Florida

# Get Connected



Everything Devonshire in one place! Scan the QR code with your phone's camera to stay connected with community events, amenities, and important updates.

**Facebook**



**Newsletter**



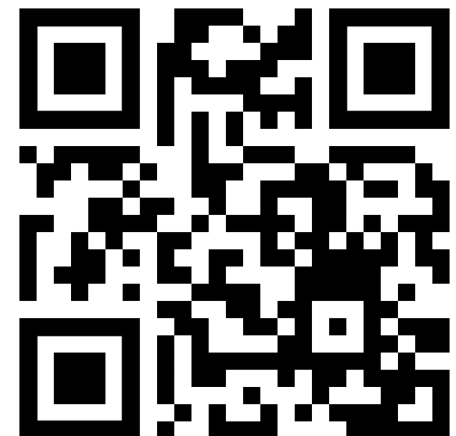
**Community Website**



**Devon App**



**BUURT - Account Access  
& Payments**



**Google Play**

**Apple Store**