

**SECOND AMENDMENT TO  
THE AMENDED RULES AND REGULATIONS FOR  
GRAND TREVISO CONDOMINIUMS**

STATE OF TEXAS     §  
                              §  
COUNTY OF DALLAS   §

KNOW ALL MEN BY THESE PRESENTS:

This SECOND AMENDMENT TO THE AMENDED RULES AND REGULATIONS FOR GRAND TREVISO CONDOMINIUMS (this "Second Amendment") is made as of the date below by Grand Treviso Condominium Association, Inc. (the "Association").

**WITNESSETH:**

**WHEREAS**, Grand Treviso, Ltd., a Texas limited partnership, as Declarant, prepared and filed that certain Condominium Declaration for Grand Treviso Condominiums filed of record on July 23, 2004, at Volume 2004141, Page 00061 *et seq.*, Deed Records, Dallas County, Texas, as may be amended and/or supplemented from time to time (hereinafter referred to as the "Declaration"); and

**WHEREAS**, the Association adopted the Amended Rules and Regulations for Grand Treviso Condominiums on July 22, 2004, amended as of June 16, 2006, (the "Rules") which were filed of record on April 29, 2009, as Attachment "3" to Document No. 200900121611 of the Official Public Records of Dallas County, Texas; and

**WHEREAS**, the Rules were amended as evidenced by the First Amendment to the Amended Rules and Regulations for Grand Treviso Condominiums (the "First Amendment") which were filed of record on September 29, 2016, as Document No. 201600272880 of the Official Public Records of Dallas County, Texas; and

**WHEREAS**, Part I, Section Q.5 of the Rules, which is entitled "Amendment of Regulations" provides for the amendment of the Rules as follows:

Amendment of Regulations. These Regulations are subject to being revised, replaced, amended or supplemented by the Board of Directors. Upon any such revision, a copy of the revisions will be delivered to each Owner. Owners are urged to contact the Management Office to verify the Regulations currently in effect on any matter of interest. These Regulations will remain effective until ten days after the Association delivers to an Owner of each Unit notice of amendment to or revocation of these Rules. The notice may be published and distributed in an Association newsletter or other community-wide publication[;] and

**WHEREAS**, Section 82.070 of the Texas Uniform Condominium Act provides that an association or a board may not meet to adopt an amendment or other change to the Rules unless the

association or board has given to each unit owner a document showing the specific amendment or other change that would be made to the Rules and that such information must be given to each unit owner after the 20<sup>th</sup> day but before the 10<sup>th</sup> day preceding the date of the meeting; and

**WHEREAS**, Board of Directors (the "Board") of the Association, by the filing of this Second Amendment, desires to amend Part I, Sections A, E.1, O.2, O.10 and O.11 of the Rules, in compliance with Part I, Section Q.5 of the Rules and Section 82.070 of the Texas Uniform Condominium Act, as follows at a properly called meeting of the Board at which a quorum was obtained.

**NOW, THEREFORE**, the Board declares the following:

1. Part I, Section A of the Rules is amended by adding the following definitions which shall be placed in their correct alphabetical order:

"Lease/Leased/Leasing." Lease/Leased/Leasing is the allowance by the record Owner of a Unit of the regular, exclusive right to use of a Unit by a Tenant for any period of time, whether rent is charged or not. All Units with a Tenant shall be considered to be leased. If a Unit is owned by a trust and the beneficiary of the trust is residing/living/staying in, occupying or using, the Unit, that Unit shall be considered Owner-occupied rather than leased. The Association retains the right to request information from any such trust to verify that the occupant is a beneficiary of the trust.

"Tenant." Any person having the right to reside/live/stay in, occupy or use, a Unit, whether paying rent or not, other than the record Owner of the Unit as shown in the Dallas County, Texas real property records, and the record Owner's spouse, partner, mother, father, daughter, son, sister or brother (whether whole or half-blood), grandmother, grandfather, grandson or granddaughter. A Guest of an Owner or a Tenant is not considered to be a Tenant, however, such Guest(s) would be subject to all rules, regulations, restrictions and guidelines applicable to Guests under any dedicatory instrument of the Association. A Guest is any person who stays: (i) with an Owner or a Tenant in a unit Occupied by an Owner or a Tenant, or (ii) for thirty (30) consecutive days or less, or 60 days or less in any consecutive 12-month period in a unit of an Owner, when the Owner is not present

2. Part I, Section E.1 of the Rules is deleted in its entirety and replaced with the following:

1. Term and Conditions of Lease. An entire Unit (but not less than an entire Unit), may be leased for private residential

purposes only. All leases shall be for a lease term of no less than six (6) consecutive months and not longer than twenty-four (24) consecutive months. No Unit may be leased on an hourly, daily, weekend, weekly, monthly or quarterly basis. Subletting of a Unit is not permitted.

3. Part I, Section O.2 of the Rules is deleted in its entirety and replaced with the following:

2. Pet Agreement. Owners must complete a pet registration form furnished by the Management Office, within seven (7) days after a pet takes up occupancy on the Property. Owners must update such form when the status of any registered pet changes, or when the Owner may be requested by the Association from time to time to update such form. Upon registration of a dog or cat, a DNA swabbing/sample will be required for each dog or cat. A DNA swabbing/sample will also be taken for each dog or cat currently taking up occupancy on the Property; such DNA swabbing/sample must be done within thirty (30) days after the implementation of this rule. Any Owner who declines to participate in the DNA testing program will be considered to have an unauthorized pet, and, in addition to any remedies set forth in Section O.11 of these Regulations, or any remedy that may be afforded elsewhere under the Declaration, the Bylaws, the Regulations or by law, may be required to remove the pet from the property until the Owner complies with this rule. The Association will pay for the costs associated with the initial taking of, and testing of, the swabbing/sample.

4. Part I, Section O.10 of the Rules is deleted in its entirety and replaced with the following:

10. Dog Walk and Pet Waste Clean-Up. Pets must only be allowed to use designated areas to relieve themselves. Owners are responsible for the removal of pet's wastes from the Property. Pet feces that is not removed from the designated areas, and any pet waste (feces or urine) occurring anywhere on the Common Elements, is subject to being DNA tested against registered pets. In addition to any remedies set forth in Section O.11 of these Regulations, or any remedy that may be afforded elsewhere under the Declaration, the Bylaws, the Regulations or by law, a repeated offense of this Section O.10 may also result in the charging of the cost of the DNA collection and test against the Owner and against the Unit of the Owner.

5. Part I, Section O.11 of the Rules is deleted in its entirety and replaced with the following:

11. Remedies/Removal. If an Owner or such Owner's pet violates these Regulations, or if a pet creates a nuisance, odor, unreasonable disturbance, or noise, the Owner, or person having control of the pet, may be give a written notice by the Board of Directors to correct the problem. In addition to any remedies that may be afforded elsewhere under the Declaration, the Bylaws, the Regulations or by law, after the first written warning, an initial fine in the amount of at least \$100 shall be levied. Subsequent violations by the same Owner or such Owner's pet will result in additional fines being levied which shall be \$50 greater than the previous fine levied against the Owner. If violations occur repeatedly, the Owner upon written notice from the Board of Directors, may be required to remove the pet. Each Owner agrees to permanently remove the violating pet of such Owner from the Condominium within ten (10) days after receipt of such removal notice from the Board of Directors.

Except as modified by this Second Amendment, the Rules shall remain in full force and effect.

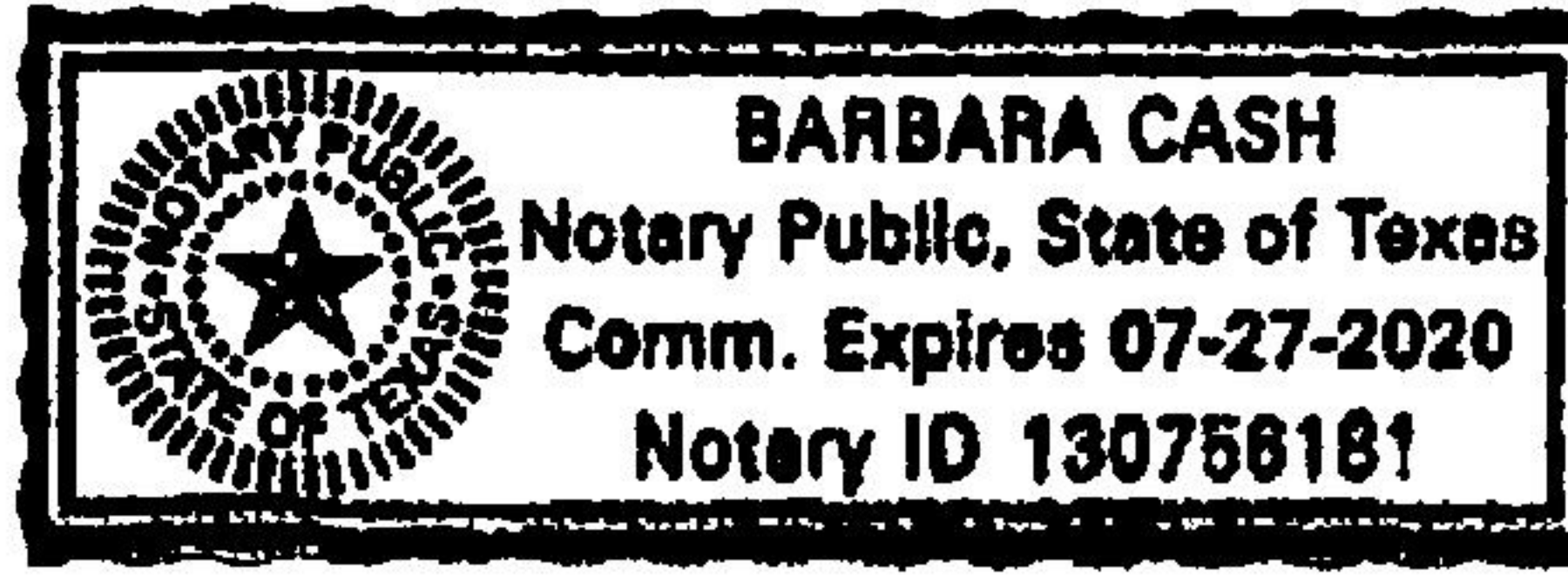
**IN WITNESS WHEREOF**, the undersigned officer of Grand Treviso Condominium Association, Inc. certifies that amendments to Part I, Sections A and E.1 of the Rules were approved by members of the Board representing a majority of the votes present, in person or by proxy, at the June 27, 2017, meeting of the Board, at which a quorum was obtained, and that such amendments were also passed in accordance with the requirements of Section 82.070 of the Texas Uniform Condominium Act; and

**IN FURTHER WITNESS WHEREOF**, the undersigned officer of Grand Treviso Condominium Association, Inc. certifies that amendments to Part I, Sections O.2, O.10 and O.11 of the Rules were approved by members of the Board representing a majority of the votes present, in person or by proxy, at the April 26, 2016, meeting of the Board, at which a quorum was obtained, and that such amendments were also passed in accordance with the requirements of Section 82.070 of the Texas Uniform Condominium Act.

**GRAND TREVISO CONDOMINIUM  
ASSOCIATION, INC.**

By:

  
Peter Wayman, President



STATE OF TEXAS           §  
   §  
COUNTY OF IRVING       §

BEFORE ME, the undersigned authority, a Notary Public in and for said county and state, on this day personally appeared Peter Wayman, President of the Grand Treviso Condominium Association, Inc., a non-profit corporation, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed, in the capacity therein stated and as the act and deed of said corporation.

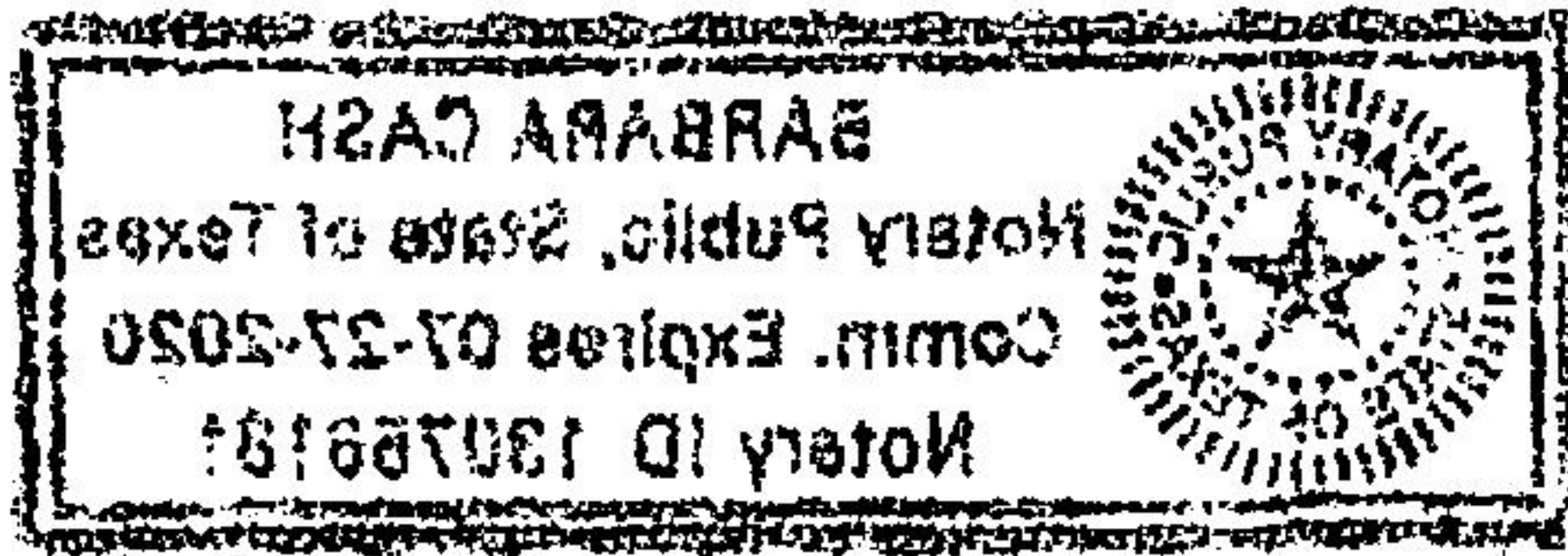
GIVEN UNDER MY HAND AND SEAL OF OFFICE this 4 day of AUGUST, 2017.

*Barbara Cash*  
\_\_\_\_\_  
Notary Public in and for the State of Texas

**AFTER RECORDING, RETURN TO:**

**THE BLEND LAW FIRM, P.C.**  
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A handwritten signature in black ink, appearing to be "JFW".

