

**EIGHTH AMENDMENT TO DECLARATION OF COVENANTS,  
CONDITIONS, RESTRICTIONS AND EASEMENTS FOR  
STRATFORD POINTE HOMEOWNERS ASSOCIATION**

This Eighth Amended Declaration ("Amendment") is made by Stratford Pointe, Inc., a Texas corporation ("Declarant"). Stratford Pointe Homeowners Association, Inc. is hereinafter referred to as the "Association".

WHEREAS, a certain instrument entitled Declaration of Covenants, Conditions, Restrictions and Easements for Stratford Pointe Homeowners Association ("Original Declaration") was executed by Declarant and recorded as Document No. **2017035686**, in the Official Public Records of Lubbock County, Texas, on and against the real property described in the attached and incorporated Exhibit "A"; and amended as Document No. **2018006576**, recorded in the Official Public Records of Lubbock County, Texas; and amended as Document No. **2019012492**, recorded in the Official Public Records of Lubbock County, Texas; and amended as Document No. **2019027247**, recorded in the Official Public Records of Lubbock County, Texas; and further amended as Document No. **2022056759**, recorded in the Official Public Records of Lubbock County, Texas; and further amended as Document No. **2023002303**, recorded in the Official Public Records of Lubbock County, Texas; and further amended as Document No. **2023039290**, recorded in the Official Public Records of Lubbock County, Texas; and further amended as Document No. **2024049129**, recorded in the Official Public Records of Lubbock County, Texas;

WHEREAS, Chapter 209 of the Texas Property Code was amended to alter requirements for the collection of delinquent assessments, the collection of fines, and related hearings;

WHEREAS, the Board of Directors of the Association is in the process of adopting an Assessment Collection and Hearings Policy, Fine Policy and schedule, and Payment Plan Policy to fulfill the needs addressed therein;

WHEREAS, Declarant desires to amend Article I (f), and Sections 3.08, 6.18, and 9.12 in light of these developments:

THEREFORE:

Article I (f), of the Declaration is hereby deleted in its entirety and is replaced with the following:

"(f) "Association Documents" shall mean this Declaration, the Articles of Organization (herein so called) and the Bylaws (herein so called) of the Association, as amended and modified from time to time, and the resolutions and certifications adopted by the Association from time to time, and similar instruments governing the administration or operation of the Association, as well as any rules, guidelines, policies, and any supplements or amendments to such documents, enforceable by the Association."

In addition, Section 3.08 of the Declaration is hereby deleted in its entirety and is replaced with the following:

"3.08 Assessment Lien and Foreclosure. THE OBLIGATION TO PAY ASSESSMENTS IN THE MANNER PROVIDED FOR IN THIS ARTICLE, TOGETHER WITH INTEREST FROM SUCH DUE DATE AT THE DEFAULT RATE OF INTEREST, THE CHARGES MADE AS AUTHORIZED IN SECTION 3.05(c) HEREOF, ALL VIOLATION FINES AND THE COSTS OF COLLECTION, INCLUDING, BUT NOT LIMITED TO, REASONABLE ATTORNEYS' FEES, IS SECURED BY A CONTINUING CONTRACTUAL LIEN (THE "ASSESSMENT LIEN") AND CHARGE ON THE LOT COVERED BY SUCH ASSESSMENT, WHICH SHALL BIND SUCH LOT AND THE OWNERS THEREOF AND THEIR HEIRS, SUCCESSORS, DEVISEES, PERSONAL REPRESENTATIVES AND ASSIGNEES. The aforesaid continuing contractual Assessment Lien shall attach to the Lots as of the date of the filing of this Declaration with the County Clerk of Lubbock County, Texas, and such Assessment Lien shall be superior to all other liens except as provided in Section 3.10 hereof. Such Assessment Lien shall not encumber or attach to the Common Properties. The Association shall have the right to subordinate the aforesaid Assessment Lien to any other lien. The exercise of such right shall be entirely discretionary with the Board. Except for a conveyance to a purchaser at a foreclosure sale pursuant to a lien to which the Assessment Lien is subordinate as provided herein or in Section 3.10 hereof, all Lots are conveyed to, and accepted and held by, the Owner thereof subject to the Assessment Lien provided for in this Section. The Board shall adopt an assessment collection policy ("Assessment Policy") in accordance with Chapter 209 of the Texas Property Code. To evidence any unpaid Assessments, the Association may prepare a written notice of unpaid Assessments (the "Notice of Unpaid Assessments") setting forth the amount of the unpaid indebtedness, the name of the Owner of and describing the affected Lot. Such notice shall be signed by one (1) of the officers of the Association and, provided the notice requirements of Chapter 209 of the Texas Property Code and the Assessment Policy have been satisfied, may, at the Board's sole and exclusive discretion, be filed with the County Clerk of Lubbock County, Texas. The Association shall record an

appropriate release of any recorded Notice of Unpaid Assessments when the amounts referenced therein have been paid. THE ASSESSMENT LIEN MAY BE ENFORCED BY FORECLOSURE OF THE ASSESSMENT LIEN ON THE DEFAULTING OWNER'S LOT BY THE ASSOCIATION SUBSEQUENT TO THE RECORDING OF THE NOTICE OF UNPAID ASSESSMENTS BY JUDICIAL OR NON-JUDICIAL FORECLOSURE IN ACCORDANCE WITH APPLICABLE LAWS AS OF THE DATE OF SUCH FORECLOSURE. In addition, the Association may institute suit against the Owner personally to obtain a judgment for unpaid Assessments. Furthermore, the Association shall have such other rights and remedies as permitted or allowed by applicable law. In any foreclosure proceeding, whether judicial or nonjudicial, or in any suit or other action against, or pertaining to, the Owner, the Owner shall be required to pay all costs, expenses and reasonable attorneys' fees incurred by the Association. The Association shall have the right and power to buy the Lot at foreclosure, by credit bid or otherwise, or other legal sale and to acquire, hold, lease, mortgage, convey, or otherwise deal with the same."

Further, Section 6.18 of the Declaration is hereby deleted in its entirety and is replaced with the following:

"6.18 Garbage/Weeds. No Lot shall be used or maintained as a dumping ground for rubbish, trash or garbage. All garbage shall be kept in City-approved containers. All garbage containers shall be placed where designated by the City on the day of collection. If, at any time, and from time to time, an Owner shall fail to control weeds, grass or unsightly growth exceeding eight inches (8") in height, Declarant or the Board shall have the authority and right to go onto such Lot, or direct a third party service to go onto such Lot, for the purpose of mowing and cleaning such Lot and shall have the authority and right to assess and collect from the Owner of such Lot a sum not to exceed One Thousand and No/100 Dollars (\$1,000.00), as maintenance cost reimbursement in addition to any violation fee assessed by the Association, for any such mowing or cleaning. Any such Assessments shall be Special Member Assessments."

Finally, Section 9.12 of the Declaration is hereby deleted in its entirety and is replaced with the following:

"9.12 Imposition of Violation Fines. The Board shall adopt a Fine Policy (the "Fine Policy") in accordance with Section 209.0061 of the Texas Property Code. In the event that any Owner fails to cure (or fails to commence and proceed with diligence to complete the work necessary to cure) any violation of this Declaration after receiving written notice of the violation as provided by the Fine Policy, the Board shall have the power and authority to impose on the Owner a fine for any such violation (herein referred to as a "Violation Fine") not to exceed One Thousand and No/100 Dollars (\$1,000.00). The Violation Fines, together with interest at the Default Rate of Interest and any costs of collection, including, but not limited to, reasonable attorneys' fees, shall be part of any such Violation Fine. Violation Fines shall be Special Member Assessments."

This Amendment shall be effective on the recordation of this Amendment in the office of the County Clerk of Lubbock County, Texas.

IN WITNESS WHEREOF, the Declarant has executed this Amendment as of the date written below.

EXECUTED this 13<sup>th</sup> day of January, 2025.

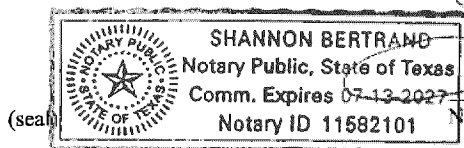
DECLARANT:

STRATFORD POINTE, INC.  
a Texas corporation

By: [Signature]  
R.J. Pipes, President

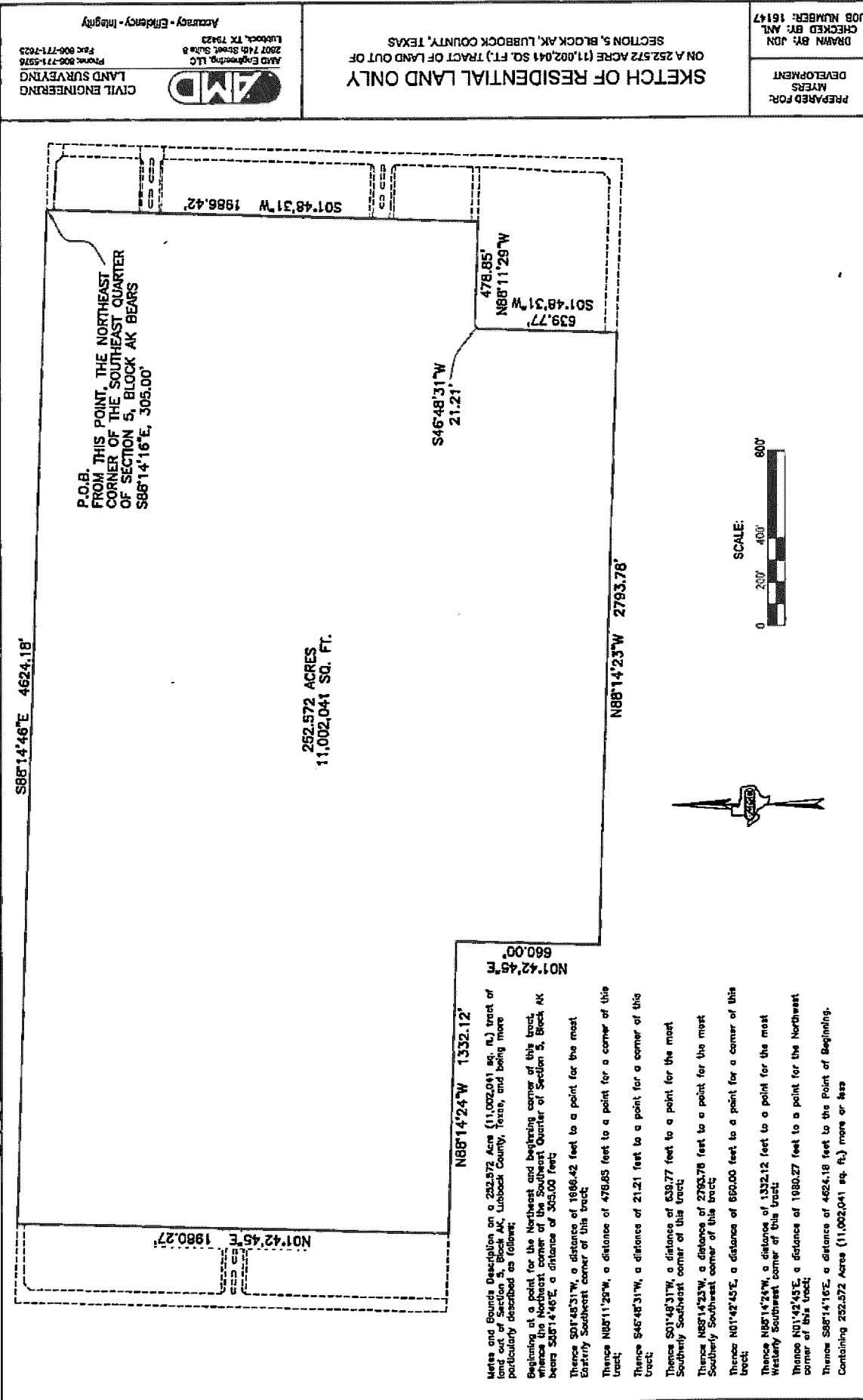
STATE OF TEXAS §  
COUNTY OF DALLAS §

This instrument was acknowledged before me on January 13, 2025, by R.J. Pipes, President of Stratford Pointe, Inc., a Texas corporation, in the capacity herein stated.



[Signature]  
Notary Public, State of Texas

EXHIBIT "A"



# FILED AND RECORDED

OFFICIAL PUBLIC RECORDS



*Kelly Pinion*

Kelly Pinion, County Clerk

Lubbock County, TEXAS

01/14/2025 11:24 AM

Recording Fee: \$37.00

**2025001257**