Grayson County Deana Patterson County Clerk Sherman, TX 75090

Instrument Number: 2023 - 33618

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STATE OF TEXAS COUNTY OF GRAYSON

I hereby certify that this Instrument was FILED In the File Number sequence on the date/time printed hereon, and was duly RECORDED in the Official Records of Grayson County, Texas.

Deana Patterson County Clerk Grayson County, TX After Recording, Please Return To:

Judd A. Austin, Jr., Esq. Henry Oddo Austin & Fletcher, P.C. 1717 Main Street Suite 4600 Dallas, Texas 75201

STATE OF TEXAS

COUNTY OF GRAYSON

THIRD AMENDMENT TO THE DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS FOR GREYWOOD HEIGHTS

WHEREAS, the Declaration of Covenants, Conditions and Restrictions for Greywood Heights Estates, recorded on January 25, 2019, under Instrument No. 2019-1743 in the Official Public Records of Grayson County, Texas ("Declaration") by Grayson County Lots, LLC, a Texas limited liability company ("Declarant"); and

WHEREAS, the Declaration affects certain tracts or parcels of real property located in the City of Van Alstyne, Grayson County, Texas, more particularly described in the Declaration, including amendments and supplements thereto ("Addition"); and

WHEREAS, the Declaration was amended by virtue of the First Amendment to the Declaration of Covenants, Conditions and Restrictions for Greywood Heights Estates, recorded on May 20, 2019, under Instrument No. 2019-11613 in the Official Public Records of Grayson County, Texas ("First Amendment"); and

WHEREAS, the Declaration was amended by virtue of the Second Amendment to the Declaration of Covenants, Conditions and Restrictions for Greywood Heights Estates, recorded on

November 27, 2019, under Instrument No. 2019-28913 in the Official Public Records of Grayson County, Texas ("Second Amendment"); and

WHEREAS, under Article 17, Section 17.2 of the Declaration, so long as Declarant owns at least one (1) Lot, the Declaration may be amended or revoked only by Declarant, and no other Owner shall have a vote regarding amendment or revocation; and

WHEREAS, Declarant owns at least one (1) Lot; and

WHEREAS, the following amendment to the Declaration has been approved by Declarant.

NOW, THEREFORE, the Declaration is hereby amended as follows:

• Section 7.3 of Article 7 of the Declaration is hereby deleted and amended to read, in its entirety, as follows:

7.3 LEASE RESTRICTIONS. A Residence may be leased for a period of not less than one (1) year. Short term house swapping, renting or leasing arrangements, including agreements (any term less than one (1) year) through Airbnb, VRBO, Vacasa, Expedia, Trip Advisor, Swimply, or similar platforms is specifically and expressly prohibited. No portion of a Residence or Lot (other than the entire Residence) may be leased. All leases must be in writing and a copy of the lease, along with contact information for the adult occupants and vehicles, shall delivered to the Association within ten (10) days after its execution. All tenants and occupants shall be bound by the Restrictions, but the lease of a Residence shall not discharge the Owner from compliance with any of the obligations and duties All leases shall make reference to the of the Owner. Restrictions and Owners shall provide tenants with a copy of this Declaration. All leases shall be subject to this Declaration and the other documents of the Association, regardless of whether the lease makes specific reference to them or whether the Owner delivers this Declaration to the tenant. This Section 7.3 shall also apply to assignments and renewals of leases. The Board shall have the express authority to promulgate, adopt, and enforce additional leasing or occupancy rules, including penalties for infractions thereof.

The terms and provisions of the Declaration, except as modified herein, are hereby declared to be in full force and effect with respect to the Addition. The Addition shall continue to be held, occupied, sold and conveyed subject to the terms and conditions of the Declaration, the First Amendment, the Second Amendment, and this Third Amendment which shall run with title to the Addition and are binding on all parties having any right, title or interest in and to the Addition 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, Declarant has caused this Third Amendment to the Declaration in accordance with Article 17 of the Declaration and approved same for recording in the Official Public Records of Grayson County, Texas.

Signed this **30** day of **2023**, 20**33**.

DECLARANT

GRAYSON COUNTY LOTS, LLC,

a Texas timited liability company

ACKNOWLEDGMENT

Manage

STATE OF TEXAS

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COUNTY OF TARRANT

Before me, the undersigned authority, on this the <u>Jo</u> day of <u>Jec</u>, 20<u>23</u>, appeared B. Nelson Mitchell, Manager of Grayson County Lots, LLC, a Texas limited liability company, on behalf of said entity, known to me to be the person whose name is subscribed on the foregoing instrument and acknowledged to me that he executed the same for the purposes therein expressed and in the capacity therein stated

Notary Public, State of Texas