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PO BOX 339
Granbury, Texas 76048
Phone: 817-579-3222

Document Number: 2022-0011451 -
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RESTRICTION

Grantor: WATERS EDGE HOA INC

Pages: 4

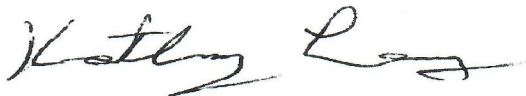
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Document Number:	2022-0011451	
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Amount:	\$29.00	
Recorded By:	Becky Coslett	

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.

I hereby certify that this instrument was filed and duly recorded in the Official Records of Hood County, Texas



Katie Lang
County Clerk
Hood County, Texas



Return To: In Office
PAUL PARKER



**CORRECTED AMENDMENT
TO THE
AMENDED AND RESTATED DECLARATION
OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR
GRANBURY WATER'S EDGE HOMEOWNERS' ASSOCIATION
Phases 1, 2, 2a, 3**

[Leasing Restrictions]

(this "Third Amendment") is made this 4nd day of, November, 2021, by Granbury Water's Edge Homeowners Association, Inc. (the "Association").

STATE OF TEXAS §
 § **KNOW ALL MEN BY THESE PRESENTS:**
COUNTY OF HOOD §

WITNESSETH:

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

1. The Declaration is amended to add a new Section G thereto, to state as follows:

Section G. Leasing and Occupancy Restrictions.

(a) **Definition of Leasing.** "Leasing," as used in this Section, is defined as regular, exclusive occupancy of a residence on an Affected Lot ("Residence") by any person other than the Owner. For purposes of this Section, if a Residence is owned by a trust and the beneficiary of the trust is living in the Residence, that Residence shall be considered Owner-occupied rather than leased. "Leasing" shall not include a lease back in connection with the sale of an Affected Lot, where the seller of the Affected Lot transfers title to the Affected Lot and then leases the Affected Lot back from the purchaser for a time period up to three (3) months. Any lease back in excess of three (3) months will require prior approval from the Board.

(b) **Lease Term and General Rule.** Residences may be leased only in their entirety. Owners are strictly prohibited from leasing individual rooms in the Residence. No transient tenants may be accommodated in a Residence. Residences may not be used or leased for hotel purposes. All leases must be for an initial term of not less than one (1) year without an option to cancel. Thereafter, leases may be renewed on an annual basis, provided the Owner must notify the Board of his intent to renew the lease on the Residence and obtain the Board's written notice that the Owner may lease a Residence pursuant to this Section, and further provided that the lease meets the standards and criteria set out in this Section.

(c) **Leasing and Occupancy Restrictions.** In order to preserve the quality of life of other residents and high standards of maintenance and care of the community, and to promote the Residence and/or leasing of Residences by responsible individuals, a Residence shall be leased in accordance with the following provisions:

(1) Notice of Intent to Lease. Whenever the Owner of a Residence has received a bona fide offer to lease his or her Residence and desires to accept such offer, the Owner shall give the Board not less than fifteen (15) days' written notice of his or her desire to accept such offer, and provide, at the Owner's sole cost and expense, the following information to the Board: (i) the name, date of birth and current address of the prospective lessee(s) and each prospective adult occupant (over age 18); (ii) a copy of a criminal background check and (iii) a copy of the proposed lease agreement.

(2) Leasing Limitations. Upon acquiring an ownership interest in an Affected Lot, the Owner may not lease the Residence thereon, or any portion thereof, until the expiration of twelve (12) months from the date of the closing of the sale of the Affected Lot or recording of the deed to the Affected Lot which conveys title, whichever is earlier; provided that the

Owner may lease the Affected Lot or Residence thereon pursuant to Board approval of a hardship per Subsection (d) below. After the expiration of the twelve (12) month period, the Owner may lease the Residence subject to the other terms contained in this Section.

(3) Confirmation by Board of Directors. An Owner seeking to lease his or her Residence must notify the Board in writing of his or her desire to lease pursuant to the above Subsection (c)(1). If the terms of the lease do not meet the standards, criteria and requirements described in this Section, then the Board shall notify the Owner that the lease fails to meet the requirements of this Section. Owners shall not lease to or allow anyone to reside in the Residence if the lease does not meet the standards and criteria set out above. The Association shall have the right and power to impose and collect a reasonable fee from each Owner for the review of any lease.

(d) Hardship Exception to Leasing Rules. Notwithstanding any provision to the contrary, the Board shall be empowered to allow leasing of Residences that do not comply with the above requirements upon the Owner's written application for an exception because of undue hardship on the Owner. By way of illustration and not by limitation, circumstances which may constitute undue hardship are those in which (i) an Owner must relocate his or her Residence because of changes in employment, marital status or health reasons and cannot, within one hundred twenty (120) days from the date the Residence was placed on the market, sell the Residence while offering it for sale at a reasonable price no less than its county appraised tax value; (ii) the Owner dies and the Residence is being administered by his or her estate; or (iii) the Owner takes a leave of absence or temporarily relocates and intends to return to reside in the Residence. Those Owners who have demonstrated that the inability to lease their Residence would result in undue hardship and have obtained the requisite approval of the Board may lease their Residence upon the terms and conditions established by the Board, at which time the Board will again review whether the hardship still exists to warrant an extension of the exception.

(e) Non-compliance. Any lease or sale of a Residence entered into without complete and full compliance with the terms herein shall be deemed void and of no force and effect and shall confer no title or interest in a Residence to the

purported lessee. For violations of the above Sections, the Association may impose an initial fine of up to \$1,000.00. Thereafter, additional fines of \$100.00 per day may be imposed for each day in which the violation remains uncured, along with any attorney's fees incurred by the Association in connection with the enforcement of these leasing restrictions.

2. Except as modified by the First Amendment and this Second Amendment, the Amended and Restated Declaration shall remain in full force and effect.

IN WITNESS WHEREOF, the Association has caused this Second Amendment to be executed by its duly authorized officer this 5th day of July, 2022
GRANBURY WATER'S EDGE HOMEOWNERS' ASSOCIATION, INC.,
A Texas non-profit corporation

Signature *Paul Parker*

By: Paul Parker
Title: President

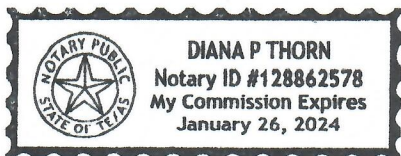
Signature *Fred Ray*

By: Fred Ray
Title: Secretary

ACKNOWLEDGMENT

STATE: OF TEXAS §
 §
COUNTY OF HOOD §

This instrument was acknowledged before me Paul Parker and Fred Ray of Water's Edge Homeowners Association, Inc., a non-profit corporation, on behalf of said corporation, on the 5th day of July, 2022.



Diana P. Thorn
Notary Public, State of Texas
My Commission Expires: 1 / 26 / 2024