

Title One
County



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

STRATFORD POINTE, LOTS 38-A, 39-A, 41-A, 42-A, 44-A, AND 45-A

STATE OF TEXAS §
COUNTY OF LUBBOCK § **KNOW ALL MEN BY THE PRESENTS:**

That STRATFORD POINTE, INC., a Texas corporation, whose address and chief place of business is 6310 Lemmon Avenue Suite 200, Dallas, Texas 75209-5729 ("Declarant"), is the sole owner of a tract of land located in the City of Lubbock, Lubbock County, Texas, more particularly described as:

Lots 38-A, 39-A, 41-A, 42-A, 44-A, and 45-A, Stratford Pointe, a Replat of Lots 38-48 Stratford Pointe, an Addition to the City of Lubbock, Lubbock County, Texas, as shown on the replat and Dedication Deed recorded in County Clerk's No. 2019026548, Official Public Records of Lubbock County, Texas (hereinafter, the "Property"),

That Declarant has devised a general plan for the Property as a whole and for the entire Stratford Pointe Addition (the "Addition"), with specific provision for particular parts and parcels of the Property. This general plan provides a common scheme of development designed to protect and safeguard the Property and the Addition over long periods of time.

That this general plan will benefit the Property and/or the Addition in general, and the parcels and lots that constitute the Property, the Declarant, and each successive owner of an interest in the Property,

That pursuant to Article IX, ¶ 9.01, of the Declaration of Covenants, Conditions, Restrictions and Easements recorded in County Clerk's No. 2017035686, Official Public Records of Lubbock County, Texas, Declarant has the right and power to amend said Declaration,

That therefore, in accordance with both the doctrines of restrictive covenant and implied equitable servitude, the Declarant does desire to amend the restrictions on the Property according to these covenants, conditions, and restrictions in furtherance of this general development plan.

NOW THEREFORE, that for and in consideration of the special benefits to the remainder of its property and/or the Addition, the Declarant does hereby amend Article I (II) and Article IV, ¶ 4.02 of the Declaration such that they read as:

Article I (II) "Standard Lot" shall mean any Lot other than a Garden Lot. Standard Lots include without limitation, Lots 38-A, 39-A, 41-A, 42-A, 44-A, and 45-A, and all provisions of this Declaration applicable to Standard Lots apply to these replatted Lots.

Article IV, ¶ 4.02.

(a) Garden Lots. For each Garden Lot on which a garden home is constructed with a zero (0) side yard setback, five (5) feet on the Lot adjacent to the zero (0) setback of such Garden Lot shall be dedicated as a limited access easement for the zero (0) setback Garden Lot. The purpose of this limited access easement is to provide reasonable and necessary access for (i) construction of the improvements on the zero (0) setback property line and (ii) reasonable and necessary maintenance and repair to such improvements. The frequency and nature of use of this easement shall be implemented in a manner that is least intrusive and inconvenient to the adjoining Lot Owner.

(b) Replatted Lots. As to Lots 38-A, 39-A, 41-A, 42-A, 44-A, and 45-A only, the replat in recorded in County Clerk's No. 2019026548, Official Public Records, Lubbock County, Texas, eliminates the 5' access easement and 2' private overhand easements shown on the original plat recorded in County Clerk's No. 2017035118, Official Public Records, Lubbock County, Texas. Lots 38-A, 39-A, 41-A, 42-A, 44-A, and 45-A, are subject only to the easements shown on the replat.

The remaining paragraphs of the restrictions are unchanged, continue in full force and effect, and are incorporated herein. It is declared that all the Property shall be held, sold, and conveyed subject to the restrictions, covenants, and conditions as amended. Such restrictions shall constitute covenants running with the land, and shall be binding on all parties, grantees, and persons claiming under the Declarant as hereinafter set forth.

{Remainder of page intentionally blank. Signatures follow.}

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{Remainder of page intentionally blank. Signatures follow.}

WITNESS the execution hereof on June 17, 2019.

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 June 17, 2019, by R.J. Pipes, President of STRATFORD POINTE, INC., a Texas corporation, in the capacity herein stated.



[Signature]
Notary Public, State of Texas

STATE OF TEXAS §
COUNTY OF Dallas §

That Quaker/146 Investment Holdings, LP, a Texas limited partnership, duly organized and existing under the laws of the State of Texas, for and in consideration of the sum of TEN AND NO/100 DOLLARS (\$10.00) paid in cash, and for other good and valuable consideration, the receipt of which is hereby acknowledged and confessed, being a lienholder on the Property described herein, does hereby consent and agree to the foregoing Amendment of Restrictions and does hereby subordinate its rights in the above described property to the above restrictions.

IN WITNESS WHEREOF, the said Quaker/146 Investment Holdings, LP, a Texas limited partnership, has caused these presents to be signed by its duly authorized officers at 6310 Lemmon Ave, Dallas County, Texas, on JUNE 17, 2019.
Suite 200

QUAKER/146 INVESTMENT HOLDINGS, LP, A
TEXAS LIMITED PARTNERSHIP

BY: QUAKER/146 INVESTMENT MANAGEMENT,
LLC, A TEXAS LIMITED LIABILITY COMPANY,
ITS GENERAL PARTNER

By: Nancy Turley
Nancy Turley, Manager

Before me, the undersigned, a Notary Public in and for the State of Texas, on this day personally appeared Nancy Turley, Manager of Quaker/146 Investment Management, LLC, a Texas limited liability company, the General Partner of Quaker/146 Investment Holdings, LP, a Texas limited partnership, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that she executed it on behalf of the partnership, as the act of the partnership, for the purposes and consideration expressed in the instrument.

Given under my hand and seal of office, on June 17, 2019.

(seal)



Carol Lynch
Notary Public, State of Texas

STATE OF TEXAS §
COUNTY OF Dallas §

That Mike A. Myers for and in consideration of the sum of TEN AND NO/100 DOLLARS (\$10.00) paid in cash, and for other good and valuable consideration, the receipt of which is hereby acknowledged and confessed, being a lienholder on the Property described herein, does hereby consent and agree to the foregoing Amendment of Restrictions and does hereby subordinate his rights in the above described property to the above restrictions.

IN WITNESS WHEREOF, the said Mike A. Myers has caused these presents to be signed at 6310 Lemmon Ave, Dallas County, on June 17, 2019.
Suite 200

Mike A. Myers
MIKE A. MYERS

This instrument was acknowledged before me on June 17, 2019, by Mike A. Myers.

(seal)



Carol Lynch
Notary Public, State of Texas