

Michael H. Carper  
C/O Western Title

2025006092 5 PGS RESTR



**After recording, return to:**

D. Woodard Glenn, PC  
6301 Gaston Avenue  
Suite 1214  
Dallas, Texas 75214  
Attn: D. Woodard Glenn

**NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM THIS INSTRUMENT BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.**

**THIRD AMENDMENT TO  
FIFTH AMENDED AND RESTATED  
DECLARATION OF COVENANTS, CONDITIONS,  
RESTRICTIONS AND EASEMENTS FOR**

**KELSEY PARK SUBDIVISION**

**(Lubbock, Texas)**

**February 10, 2025**

**THIRD AMENDMENT TO  
FIFTH AMENDED AND RESTATED  
DECLARATION OF COVENANTS, CONDITIONS,  
RESTRICTIONS AND EASEMENTS FOR  
  
KELSEY PARK SUBDIVISION**

THIS THIRD AMENDMENT TO FIFTH AMENDED AND RESTATED DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS FOR KELSEY PARK SUBDIVISION (this “Third Amendment”) is made and entered as of February 10, 2025 (the “Effective Date”).

WHEREAS, on January 27, 2020, that certain Fifth Amended and Restated Declaration of Covenants, Restrictions, Conditions and Easements was filed and recorded as Document No. 2020003401 in the Real Estate Records of Lubbock County, Texas (the Fifth Declaration) subjecting the real property therein described to be subject to and encumbered by the Fifth Declaration;

WHEREAS, on December 15, 2020, that certain First Amendment to the Fifth Amended Restated Declaration of Covenants Restrictions and Easements the (“First Amendment”) was filed and recorded as Document No. 2020057138 in the Official Public Records of Lubbock County, Texas.

WHEREAS, on February 5, 2024, that certain Second Amendment to the Fifth Amended Restated Declaration of Covenants Restrictions and Easements the (“Second Amendment”) was filed and recorded as Document No. 2024004988 in the Official Public Records of Lubbock County, Texas. The Fifth Declaration, the First Amendment and the Second Amendment are referred to herein collectively as the Declaration.

WHEREAS, this Third Amendment amends the Declaration; and

NOW, THEREFORE, the Declaration is hereby amended in the following respects:

Section 6.02 of the Declaration is hereby amended and the following section replaces said section in its entirety:

**6.02 Residential Use.**

- (a) All Lots and Duplex Lots shall be used and occupied for residential purposes only. No building or structure shall be erected, altered, placed or permitted to remain on any Lot other than a private residence unless approved in writing by the Architectural Control Committee. No building or structure on any Lot shall exceed two (2) stories in height.

(b) It is permitted for Owners to lease (as defined below) a residential dwelling on a Lot or a Duplex Lot in the subdivision, so long as:

(i) occupants are leasing the entire Lot or Duplex Lot (including all land and improvements comprising the Lot or Duplex Lot and residential dwelling) to use as a residence, provided however, an Owner of a Duplex Lot may lease one unit of the duplex, so long as such lease is in compliance with the terms of this section 6.02(b);

(ii) the term of the lease is greater than one hundred eighty (180) days;

(iii) the Owner and the occupants have the intent that the occupants remain on the Lot or Duplex Lot, and that it become the occupants' place of residency; that is, that the occupants will make the Lot or Duplex Lot and residential dwelling their home; and

(iv) the lease complies with any dedicatory instrument of the Association, including any leasing policy, rule, or regulation promulgated by the Board.

The term "leasing" as used herein means the occupancy of a Lot or Duplex Lot and residential dwelling by any person other than the Owner, for which the Owner receives any consideration or benefit, including, but not limited to, a fee, service, gratuity, or emolument. Uses such as short-term leases (less than one hundred eighty (180) days), temporary or transient housing, hotel, motel, vacation rental, and bed and breakfast are expressly prohibited.

EXECUTED as of the 10 day of February 2025.

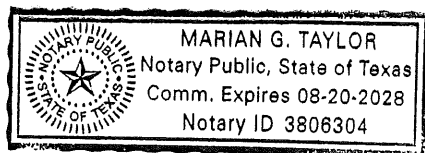
Eastwick at Kelsey, LLC,  
a Texas Limited Liability Company

By: [Signature]  
Rex F. Robertson  
Its: Manager

STATE OF TEXAS       §  
                                  §  
COUNTY OF DALLAS   §

BEFORE ME, the undersigned authority, in and for said State and County, on this day personally appeared **Rex F. Robertson**, who is the Manager of Eastwick at Kelsey, LLC, a Texas for-profit corporation, whose name is subscribed to the foregoing instrument and acknowledged to me that he signed, executed and delivered the above and foregoing instrument for said corporation, having been duly authorized so do so.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, on this 10<sup>th</sup> day of February 2025.



Marian G. Taylor  
Notary Public, State of Texas

MARIAN G. TAYLOR  
Notary's name printed

My Commission expires: 08-20-2028

# FILED AND RECORDED

OFFICIAL PUBLIC RECORDS



*Kelly Pinion*

Kelly Pinion, County Clerk  
Lubbock County, TEXAS  
02/18/2025 02:42 PM  
FEE: \$37.00  
2025006092