

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

STATE OF TEXAS §
 § KNOW ALL PERSONS BY THESE PRESENTS:
COUNTY OF BURNET §

THIRD AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR THUNDER ROCK RESIDENTIAL COMMUNITY

THIS THIRD AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR THUNDER ROCK RESIDENTIAL COMMUNITY (this "Amendment") is made and entered by MM Marble Falls 1070, LLC, a Texas limited liability company, a Texas limited liability company (the "Declarant"), as of the 19 day of ~~September~~ October, 2023.

WHEREAS, on October 28, 2022, Declarant executed that certain Declaration of Covenants, Conditions and Restrictions for Thunder Rock Residential Community, recorded on November 1, 2022, as Document No. 202215464, of the Official Public Records of Burnet County, Texas, as amended and modified by that certain First Amendment to Declaration of Covenants, Conditions and Restrictions for Thunder Rock Residential Community dated November 1, 2022 and recorded on November 2, 2022, as Document No. 202215517 of the Official Public Records of Burnet County, Texas, and as further modified and amended by that certain Second Amendment to Declaration of Covenants, Conditions and Restrictions for Thunder Rock Residential Community, recorded on May 19, 2023, as Document No. 202304778 of the Official Public Records of Burnet County, Texas (as modified and amended, the "Declaration");

WHEREAS, in accordance with the terms of the Declaration, including, without limitation, Section 16.3 and Section B.3.4 of Appendix B of the Declaration, as Declarant during the Development Period, the Declarant may, without joinder of the other Owners or mortgagee, amend the Declaration or other Documents as more specifically set forth therein;

WHEREAS, as of the date hereof, the Development Period has not yet expired;

WHEREAS, the Declarant desires to amend the Declaration as more specifically set forth in this Amendment.

NOW, THEREFORE, the Declarant does hereby amend and modify the Declaration as follows:

1. Defined Terms. Unless otherwise defined in this Amendment or the context otherwise requires, each term used in this Amendment with its initial letter capitalized which has

been specifically defined in the Declaration shall have the same meaning herein as given to such term in the Declaration.

2. Amendment. Section 7.23 LEASING is hereby modified and amended to read in its entirety as follows:

“7.23 LEASING. An Owner may lease his Residence on his Lot; excepting any short term leasing or rentals of all or any portion of a Residence for periods less than 12 consecutive months, which short term rentals are strictly prohibited. Nothing in this Declaration shall prevent the rental of any Lot and the Residence thereon by the Owner thereof for residential purposes; provided that all rentals must be for terms of at least twelve (12) consecutive months. Further, the Board may establish a maximum rental period for any Residence or Lot. All leases shall be in writing. The Owner must provide to its lessee copies of the Restrictions and other Documents. Notice of any lease, together with such additional information as may be required by the Board, will be remitted to the Association by the Owner on or before the expiration of ten (10) days after the effective date of the lease.

“7.23.1 No more than ten percent (10%) of the Residences within the Subdivision, and no more than ten percent (10%) of the Lots owned in any phase or section of the Subdivision by a Builder (which shall be included in the aggregate ten percent [10%] of Residences within the Subdivision permitted to be leased), may be leased to a non-Owner occupant at any given time without the express written consent and approval of the Board, which may be withheld in the Board’s sole and absolute discretion, . The Board may grant a variance of this use restriction on a case-by-case basis at the sole and absolute discretion of the Board. Declarant owned Lots shall not be included in calculation of the ten percent (10%) cap on leased Residences on Lots in the Subdivision. The Board may reject any proposed lease that would result in more than ten percent (10%) of the Residences in the Subdivision being leased to non-Owner occupants overall or that would result in any leased Residences on Builder owned Lots in any phase or section of the Subdivision exceeding the ten percent (10%) cap for such Builder owned Lots in a section or phase of the Subdivision.

“7.23.2 In no event shall any short-term leases of less than 12-months be permitted without express written permission of the Board. In no event may any Owner lease its Residence or Lot, or any portion thereof, through Air BnB, VRBO or other similar service for short term rentals.

“7.23.3. In any event, an Owner must deliver a copy of any proposed lease as a condition to the effectiveness of such Lease, and any proposed lease must include a requirement that the tenant and any occupants of a Residence by such Lease fully comply with the terms of this Declaration and that such Tenant agree to be jointly and severally liable to the Association for any fines, fees or assessments levied against the tenant or any occupant of a Residence on a Lot by such lease (the “Required Lease Terms”). **Whether or not it is so stated in a lease, every lease is subject to this Declaration and any rules, regulations, design guidelines or other dedicatory instruments promulgated hereunder.** An Owner is responsible for providing its tenant with copies of this Declaration, and any

and all rules, regulations, design guidelines or other dedicatory instruments promulgated hereunder, and notifying its tenant of changes thereto. Failure by the tenant or his invitees to comply with this Declaration and any rules, regulations, design guidelines or other dedicatory instruments promulgated hereunder is deemed to be a default by the Owner of the leased Lot or Residence, and shall be a default under the terms of the lease.

“7.23.4 When the Association notifies an Owner of its tenant’s violation, the Owner will promptly obtain his tenant’s compliance or exercise its rights as a landlord for tenant’s breach of lease. If the tenant’s violation continues or is repeated, and if the Owner is unable, unwilling, or unavailable to obtain his tenant’s compliance, then the Association has the power and right (but is not obligated) to pursue the remedies of a landlord under the lease or state law for the default, including eviction of the tenant. THE OWNER OF A LEASED LOT IS LIABLE TO THE ASSOCIATION FOR ANY EXPENSES INCURRED BY THE ASSOCIATION IN CONNECTION WITH ENFORCEMENT OF THIS DECLARATION, AND ANY AND ALL RULES, REGULATIONS, DESIGN GUIDELINES OR OTHER DEDICATORY INSTRUMENTS PROMULGATED HEREUNDER AGAINST HIS TENANT.

“7.23.5 The Board may reject any proposed lease that would result in the number of Residences in the Subdivision being leased to non-Owner occupants exceeding the maximum number of leased Residences or Lots in the Subdivision or in a phase established under Section 7.23.1 or which fail to include the Required Lease Terms.

“7.23.6 Notwithstanding the foregoing or anything to the contrary contained herein, during the Declarant Control Period, neither Declarant nor any Builder shall be subject to the leasing restriction contained in this Section 7.23 with respect to any Lot owned by Builder, and Lots owned by Builder or Declarant during the Declarant Control Period that are leased by Declarant or such Builder shall not be accounted for in determining the number of Residences and Lots leased in the Subdivision for purposes of compliance with any maximum established by the Board. The Association is not liable to the Owner for any damages, including lost rents, suffered by the Owner in relation to the Association’s enforcement of this Declaration, and any and all rules, regulations, design guidelines or other dedicatory instruments promulgated hereunder against the Owner’s tenant. Furthermore, notwithstanding any inconsistent or contrary provision in this Declaration, if there are any FHA, VA, or USDA insured loans affecting a Lot, and only for so long as any such loans affect the Lot, any restrictions in this Declaration on renting, subleasing, or reconveyance that violate any FHA, VA or USDA requirements will not apply to such Lot or its Owner.

“7.23.7 The Association has the right to request each Owner leasing a Residence or Lot in the Subdivision subject to this Declaration provide the Association with the following regarding the lease or tenant thereunder:

“ 7.23.7.1 The contact information, including name, mailing address, phone number, and e-mail address of each person who will reside on the Owner’s Residence or Lot under the terms of such lease; and

“ 7.23.7.2 The commencement date and term of such lease.”

3. No Other Effect. Except as expressly modified, amended and supplemented by this Amendment, the terms and provisions of the Declaration are not amended, modified or supplemented, and the Declaration, as modified, amended and supplemented hereby, is hereby amended as provided herein.

4. Severability. Invalidation of anyone provision of this Amendment by judgment or court order shall in no way affect any other provision of this Amendment or the remainder of this Amendment which shall remain in full force and effect. Furthermore, in lieu of each such illegal, invalid, or unenforceable provision, there shall be added automatically as a part of this Amendment a provision as similar in terms to such illegal, invalid, or unenforceable provision as may be possible and be legal, valid, and enforceable.

5. Headings. The headings contained in this Amendment are for reference purposes only and shall not in any way affect the meaning or interpretation of this Amendment.

REMAINDER OF PAGE LEFT BLANK - SIGNATURE PAGE FOLLOWS

EXECUTED to be effective as of the date written above.

DECLARANT:

MM Marble Falls 1070, LLC,
a Texas limited liability company

By: MMM Ventures, LLC,
a Texas limited liability company
Its Manager

By: 2M Ventures, LLC,
a Delaware limited liability company
Its Manager

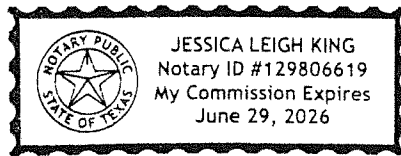
By: *Mehrdad Moayed*
Name: Mehrdad Moayed
Its: Manager

STATE OF TEXAS §
 §
COUNTY OF DALLAS §

BEFORE ME, the undersigned authority, on this day personally appeared Mehrdad Moavedi, Manager of 2M Ventures, LLC, as Manager of MMM Ventures, LLC, as Manager of MM Marble Falls 1070, LLC, a Texas limited liability company, known to me to be the person and officer whose name is subscribed to the foregoing instrument, and acknowledged to me that s/he executed the same for the purposes and consideration therein expressed, and as the act and deed of said limited liability company and in the capacity therein stated

GIVEN UNDER MY HAND AND SEAL OF OFFICE, on this 19th day of October, 2023.

[SEAL]



Jessica King
Notary Public in and for the State of Texas

AFTER RECORDING, RETURN TO:
Thunder Rock Residential Homeowners Association, Inc.
c/o Essex Association Management, LP
1512 Crescent Drive, Suite 112
Carrollton, Texas 75006

**THE STATE OF TEXAS
COUNTY OF BURNET**

I hereby certify that this instrument was FILED on the date and the time stamped hereon by me and was duly RECORDED in the Records of Burnet County, Texas.

202310573 AMD
10/19/2023 10:24:04 AM Total Fees: \$42.00

Vicinta Stafford, County Clerk
Burnet County, Texas

