

After recording return to:
Jeffrey Fink, Esq.
Apple & Fink, LLP
735 Plaza Blvd, Ste 200
Coppell, TX 75019

**THIRD AMENDMENT TO DECLARATION
OF COVENANTS, CONDITIONS, AND RESTRICTIONS**

THIS THIRD AMENDMENT TO THE DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS FOR MAIN STREET COPPELL ("Third Amendment") is executed by Main Street Coppell, Ltd., a Texas limited partnership ("Declarant"), to be effective as of January __, 2015.

RECITALS:

A. Declarant executed that certain Declaration of Covenants, Conditions, and Restrictions for Main Street Coppell dated May 3, 2012, recorded as Document Number 201200128399 in the Official Public Records of Dallas County, Texas, (i) amended by that certain First Amendment to Declaration of Covenants, Conditions, and Restrictions dated effective as of November 1, 2012 and recorded as Document Number 201200331922 in the Official Public Records of Dallas County, Texas, and (ii) amended by that certain Second Amendment to Declaration of Covenants, Conditions and Restrictions dated effective as of September 16, 2013 and recorded as Document No. 201300298420 in the Official Public Records of Dallas County, Texas (as supplemented and amended, the "Declaration"), imposing certain covenants, conditions and restrictions on certain real property located in Dallas County, Texas, as more particularly described therein.

B. During the Declarant Control Period, Declarant has the unilateral right and power to amend the Declaration, including with respect to rights of architectural control, provided the amendment has no material adverse effect on any right of any Owner or mortgagee.

C. Declarant desires to amend Article IX of the Declaration to modify and clarify certain provisions contained therein.

NOW, THEREFORE, Declarant hereby amends the Declaration as follows:

1. Capitalized terms not defined herein shall have the same meanings set forth in the Declaration.

2. Section 9.11 shall be amended by adding the following sentence:

“For purposes of clarification, no holiday, religious or other similar lighting shall be permitted on any residential Lot, including the improvements located thereon, except as may be approved by the Committee.”

3. Section 9.12 shall be replaced and amended in its entirety to read as follows:

No window or wall type air-conditioners, fans, water coolers or similar type equipment visible from the exterior shall be permitted to be used, erected, placed or maintained on or in any building or any part of the Property.”

4. A new Section 9.24 shall be added which reads as follows:

9.24 Limitations on Certain Exterior Items. Without the approval of the Committee, (a) no swings, furniture, decorations or other items visible from the exterior shall be permitted to be used, erected, placed or maintained on any porch, balcony, front or side yard of a Lot, (b) no item shall be placed on a porch which exceeds the height of the normal porch railing for residences within the Property and (c) no item shall be placed in a side yard which exceeds the height of the side yard fencing.

5. Except as amended hereby, the Declaration remains in full force and effect in accordance with its original terms and conditions.

{Signature Pages Follow}

EXECUTED to be effective as of the date first written above.

DECLARANT:

MAIN STREET COPPELL, LTD.

By: CSE-Provident, LLC, its general partner

By: _____
Charles Cotten, Manager

ACKNOWLEDGMENT

STATE OF TEXAS §
 §
COUNTY OF DALLAS §

This instrument was acknowledged before me the undersigned authority, on the ____ day of _____, 2015, by Charles Cotten, Manager, CSE-Provident, LLC, a Texas limited liability company, the general partner of Main Street Coppell, Ltd., a Texas limited partnership, for and on behalf of said company and partnership.

Notary Public, State of Texas

My Commission expires:
