

AMENDED RESTRICTIONS

NOW THEREFORE, in consideration of the premises and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged and confessed, Winsford HOA hereby amends the Restrictions as follows:

- (1) Section 15.05(m) of the Tier 2 Restrictions is hereby amended as follows:

(m). Signs. No exterior signs or advertisements of any kind may be placed, allowed or maintained in, on or about any portion of the Property without prior approval and authorization of the Declarant, except that mailboxes, residential nameplates, and "for sale" signs may be placed and maintained in conformity with such common specifications, including without limitation, reasonable restrictions as to size, as may be adopted by the Declarant.

- (2) Section 3.01(n) of the Tier 3 Restrictions is hereby amended as follows:

(n). No exterior signs or advertisements of any type may be placed, allowed or maintained on any Lot without prior written approval and authorization of the Board of Directors, except that mailboxes, residential nameplates and "for sale" signs may be placed and maintained in conformity with such common specifications, including without limitation, reasonable restrictions as to size, as may be adopted by the Board of Directors.

- (3) Section 3.01(y) of the Tier 3 Restrictions is hereby amended as follows:

(y). All lease agreements between an Owner and his tenant shall be in writing and shall provide that the terms of such lease are subject and subordinate to the terms of this Declaration. Such lease agreements shall further provide that a default under any of the Covenants contained herein shall constitute a default under such lease. On January 24, 2024, the terms and provisions of this Section 3.01(y) shall terminate and no longer be applicable.

- (4) The Tier 3 Restrictions are hereby amended to add the following new Section 3.01(z):

(z). Beginning January 1, 2025, no part of any Dwelling Unit, guest quarters, garage or other structure of any type whatsoever on any Lot

may be rented or leased by any Owner or by any other person or entity at any time. Air B&B's, VRBO and any other short-term rentals are strictly prohibited. In the event a Dwelling Unit is subject to a lease as of January 1, 2025, the Board of Directors of Winsford at Hollytree Homeowners Association, Inc. may grant exceptions as to this paragraph, in the sole discretion of the Board of Directors.

- (5) Section 10.02 of the Tier 3 Restrictions is hereby amended to read as follows:

Section 10.02. This Declaration may be amended or changed, in whole or in part, pursuant to a regular or special meeting of the Owners, in which the amendment is approved by not less than sixty-seven (67%) percent of the Owners (each Owner having 1 vote per Lot) and fifty one (51%) percent of the First Mortgagees (as herein after defined). Such amendment shall be evidenced by a written instrument executed and acknowledged by Winsford HOA and filed of record in Smith County. Any such amendment so effected shall be binding upon all of the Owners; provided, however, that no such amendment shall cause the alteration or destruction of a Dwelling Unit or of a Limited Common Element unless such amendment has been consented to by the Owner and the First Mortgagee of the Dwelling Unit which is to be altered or destroyed. Winsford HOA shall give each First Mortgagee written notice of any proposed action or amendment which pursuant to the provisions hereof require the approval of First Mortgagees. For purposes hereof, the term "First Mortgagees" shall mean and include, collectively, any bank, insurance company, agency or instrumentality of the United States government, or other institutional holder of any indebtedness secured by a first and prior lien or encumbrance upon a Dwelling Unit.

In the event of a conflict between this First Amendment and the Restrictions, the terms and provisions of the First Amendment shall control.

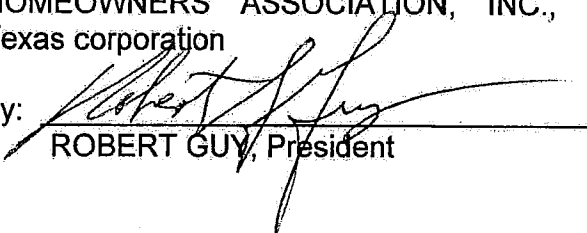
In the event of a conflict between the Tier 2 Restrictions and the Tier 3 Restrictions, the terms and provisions of the Tier 2 Restrictions shall control.

This First Amendment has been approved in accordance with Section 16.02 of the Tier 2 Restrictions.

Except as expressly amended herein, the Restrictions shall remain as written and is hereby ratified and confirmed by Winsford HOA.

WINSFORD AT HOLLYTREE
HOMEOWNERS ASSOCIATION, INC., a
Texas corporation

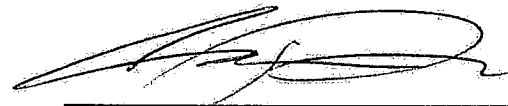
By:

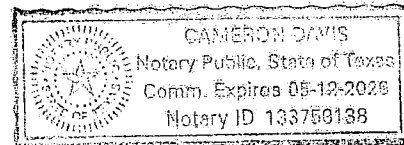

ROBERT GUY, President

STATE OF TEXAS §

COUNTY OF SMITH §

This instrument was acknowledged before me on this 7 day of February, 2024
by ROBERT GUY, President, on behalf of WINSFORD AT HOLLYTREE
HOMEOWNERS ASSOCIATION, INC., a Texas corporation.


NOTARY PUBLIC, STATE OF TEXAS



Notary: Cameron Davis

Notary ID: 133758138

exp: 5.12.2026

Approval and Subordination by Lienholder

Lienholder, as the holder of a lien on a lot or lots at Winsford at Hollytree, approves the above First Amendment of Declaration of Covenants, Conditions, Restrictions, Assessments, Charges, Servitudes, Liens, Reservations and Easements for Winsford at Hollytree, including the terms and provisions therein, and Lienholder subordinates its lien to the First Amendment, so that a foreclosure of the lien will not extinguish the terms and provisions of the First Amendment.

PHH HOME MORTGAGE SERVICES

By: _____
Name: RANJITHA PS
Title: Research Specialist

Acknowledgment and Subordination by Lienholder

Lienholder, as the holder of a lien on a lot or lots at Winsford at Hollytree, acknowledges receipt of the above First Amendment of Declaration of Covenants, Conditions, Restrictions, Assessments, Charges, Servitudes, Liens, Reservations and Easements for Winsford at Hollytree, including the terms and provisions therein, and Lienholder subordinates its lien to the First Amendment, so that a foreclosure of the lien will not extinguish the terms and provisions of the First Amendment. However, Lienholder does not waive or release any rights under its' first lien as to the remaining fee simple title of the lot or lots.

BANK OF TEXAS

By:

Name:

Title:

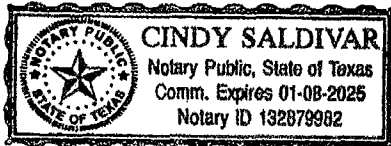
Robert SnyderVP, Customer Experience

THE STATE OF TEXAS §

COUNTY OF Dallas §

This instrument was acknowledged before me on the 7th day of November, 2024, by Cindy Saldivar, as Notary, on behalf of BANK OF TEXAS.

Cindy Saldivar
NOTARY PUBLIC - STATE OF TEXAS



Approval and Subordination by Lienholder

Lienholder, as the holder of a lien on a lot or lots at Winsford at Hollytree, approves the above First Amendment of Declaration of Covenants, Conditions, Restrictions, Assessments, Charges, Servitudes, Liens, Reservations and Easements for Winsford at Hollytree, including the terms and provisions therein, and Lienholder subordinates its lien to the First Amendment, so that a foreclosure of the lien will not extinguish the terms and provisions of the First Amendment.

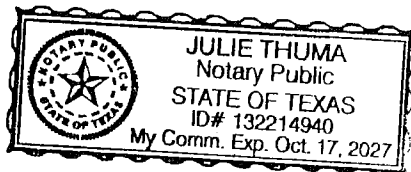
SOUTHSIDE BANK

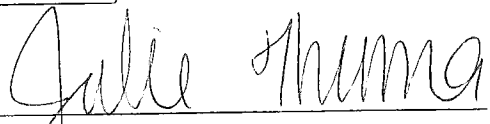
By: 
 Name: ANGELA DRYFHOUT VP MTG SERVICING
 Title: _____

THE STATE OF TEXAS §

COUNTY OF Tarrant §

This instrument was acknowledged before me on the 12 day of October, 2024,
 by ANGELA DRYFHOUT VP MTG SERVICING, on behalf of SOUTHSIDE BANK.




 NOTARY PUBLIC - STATE OF TEXAS

Acknowledgment and Subordination by Lienholder

Lienholder, as the holder of a lien on a lot or lots at Winsford at Hollytree, acknowledges receipt of the above First Amendment of Declaration of Covenants, Conditions, Restrictions, Assessments, Charges, Servitudes, Liens, Reservations and Easements for Winsford at Hollytree, including the terms and provisions therein, and Lienholder subordinates its lien to the First Amendment, so that a foreclosure of the lien will not extinguish the terms and provisions of the First Amendment.

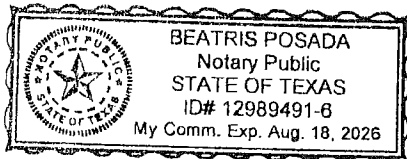
AMERICAN STATE BANK

By: [Signature]
Name: JOE DENMAN
Title: VP, COMMERCIAL LENDER

THE STATE OF TEXAS §

COUNTY OF Smith §

This instrument was acknowledged before me on the 10 day of October, 2024, by Joe Denman, as VP, on behalf of AMERICAN STATE BANK.



Beatris Posada
NOTARY PUBLIC - STATE OF TEXAS

Approval and Subordination by Lienholder

Lienholder, as the holder of a lien on a lot or lots at Winsford at Hollytree, approves the above First Amendment of Declaration of Covenants, Conditions, Restrictions, Assessments, Charges, Servitudes, Liens, Reservations and Easements for Winsford at Hollytree, including the terms and provisions therein, and Lienholder subordinates its lien to the First Amendment, so that a foreclosure of the lien will not extinguish the terms and provisions of the First Amendment.

A.P. MERRITT, JR

By: *A.P. Merritt Jr.*

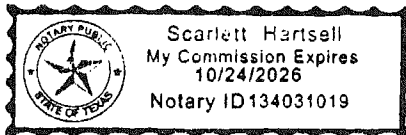
Name: A.P. Merritt Jr.

Title: Lienholder

THE STATE OF TEXAS §

COUNTY OF Smith §

This instrument was acknowledged before me on the 30th day of April, 2024, by Scarlett Hartsell, as Notary, on behalf of A.P. MERRITT, JR



Scarlett Hartsell
NOTARY PUBLIC - STATE OF TEXAS

Approval and Subordination by Lienholder

Lienholder, as the holder of a lien on a lot or lots at Winsford at Hollytree, approves the above First Amendment of Declaration of Covenants, Conditions, Restrictions, Assessments, Charges, Servitudes, Liens, Reservations and Easements for Winsford at Hollytree, including the terms and provisions therein, and Lienholder subordinates its lien to the First Amendment, so that a foreclosure of the lien will not extinguish the terms and provisions of the First Amendment.

SOUTHSIDE BANK

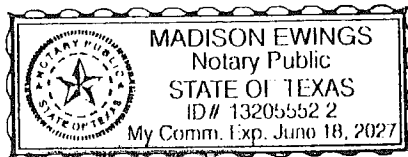
By: T.L. Arnold

Name: T.L. ARNOLD JR.
Title: Chief Credit Officer

THE STATE OF TEXAS §

COUNTY OF Tarrant §

This instrument was acknowledged before me on the 29th day of Feb, 2024, by T.L. Arnold, as Chief credit officer, on behalf of SOUTHSIDE BANK.



Madison Ewings
NOTARY PUBLIC - STATE OF TEXAS

Approval and Subordination by Lienholder

Lienholder, as the holder of a lien on a lot or lots at Winsford at Hollytree, approves the above First Amendment of Declaration of Covenants, Conditions, Restrictions, Assessments, Charges, Servitudes, Liens, Reservations and Easements for Winsford at Hollytree, including the terms and provisions therein, and Lienholder subordinates its lien to the First Amendment, so that a foreclosure of the lien will not extinguish the terms and provisions of the First Amendment.

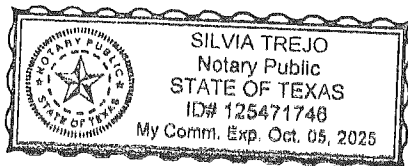
CITIZENS 1ST BANK

By: *R.D. Grooms*
Name: *R.D. Grooms*
Title: *Sr. E.V.P.*

THE STATE OF TEXAS §

COUNTY OF *Smith* §

This instrument was acknowledged before me on the *26th* day of *Feb*, 2024, by *R.D. Grooms*, as *Sr. E.V.P.*, on behalf of CITIZENS 1ST BANK.



Silvia Trejo
NOTARY PUBLIC - STATE OF TEXAS

Approval and Subordination by Lienholder

Lienholder, as the holder of a lien on a lot or lots at Winsford at Hollytree, approves the above First Amendment of Declaration of Covenants, Conditions, Restrictions, Assessments, Charges, Servitudes, Liens, Reservations and Easements for Winsford at Hollytree, including the terms and provisions therein, and Lienholder subordinates its lien to the First Amendment, so that a foreclosure of the lien will not extinguish the terms and provisions of the First Amendment.

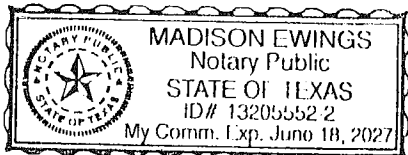
SOUTHSIDE BANK

By: SLA 2
Name: JL ARNOLD JR
Title: Chief Credit Officer

THE STATE OF TEXAS §

COUNTY OF Tarrant §

This instrument was acknowledged before me on the 29th day of Feb, 2024, by JL Arnold, as Chief Credit Officer on behalf of SOUTHSIDE BANK.



Madison Ewings
NOTARY PUBLIC - STATE OF TEXAS

Approval and Subordination by Lienholder

Lienholder, as the holder of a lien on a lot or lots at Winsford at Hollytree, approves the above First Amendment of Declaration of Covenants, Conditions, Restrictions, Assessments, Charges, Servitudes, Liens, Reservations and Easements for Winsford at Hollytree, including the terms and provisions therein, and Lienholder subordinates its lien to the First Amendment, so that a foreclosure of the lien will not extinguish the terms and provisions of the First Amendment.

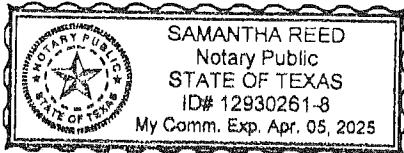
CITIZENS 1ST BANK

By: *R.D. Grooms*
 Name: *R.D. Grooms*
 Title: *Sr. E.V.P.*

THE STATE OF TEXAS §

COUNTY OF *Smith* §

This instrument was acknowledged before me on the *7th* day of *March*, 2024, by *R.D. Grooms*, as *Sr. E.V.P.*, on behalf of CITIZENS 1ST BANK.

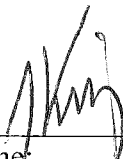


Samantha Reed
 NOTARY PUBLIC - STATE OF TEXAS

Approval and Subordination by Lienholder

Lienholder, as the holder of a lien on a lot or lots at Winsford at Hollytree, approves the above First Amendment of Declaration of Covenants, Conditions, Restrictions, Assessments, Charges, Servitudes, Liens, Reservations and Easements for Winsford at Hollytree, including the terms and provisions therein, and Lienholder subordinates its lien to the First Amendment, so that a foreclosure of the lien will not extinguish the terms and provisions of the First Amendment.

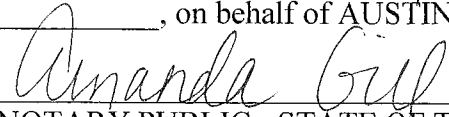
AUSTIN BANK

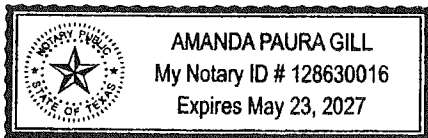
By: 
Name: Jeffrey King
Title: EVP

THE STATE OF TEXAS §

COUNTY OF Smith §

This instrument was acknowledged before me on the 17th day of April, 2024, by Jeffrey King, as EVP, on behalf of AUSTIN BANK


NOTARY PUBLIC - STATE OF TEXAS



Approval and Subordination by Lienholder

Lienholder, as the holder of a lien on a lot or lots at Winsford at Hollytree, approves the above First Amendment of Declaration of Covenants, Conditions, Restrictions, Assessments, Charges, Servitudes, Liens, Reservations and Easements for Winsford at Hollytree, including the terms and provisions therein, and Lienholder subordinates its lien to the First Amendment, so that a foreclosure of the lien will not extinguish the terms and provisions of the First Amendment.

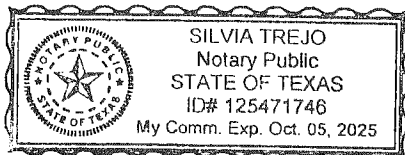
CITIZENS 1ST BANK

By: *R.D. Grooms*
Name: *R.D. Grooms*
Title: *Sr. E.V.P.*

THE STATE OF TEXAS §

COUNTY OF *Smith* §

This instrument was acknowledged before me on the *26th* day of *Feb.*, 2024, by *R.D. Grooms*, as *Sr. EVP*, on behalf of CITIZENS 1ST BANK.



Silvia Trejo
NOTARY PUBLIC - STATE OF TEXAS

Approval and Subordination by Lienholder

Lienholder, as the holder of a lien on a lot or lots at Winsford at Hollytree, approves the above First Amendment of Declaration of Covenants, Conditions, Restrictions, Assessments, Charges, Servitudes, Liens, Reservations and Easements for Winsford at Hollytree, including the terms and provisions therein, and Lienholder subordinates its lien to the First Amendment, so that a foreclosure of the lien will not extinguish the terms and provisions of the First Amendment.

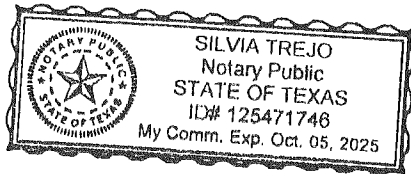
CITIZENS 1ST BANK

By: *R. D. Grooms*
 Name: *R. D. Grooms*
 Title: *Sr. E.V.P.*

THE STATE OF TEXAS §

COUNTY OF *Smith* §

This instrument was acknowledged before me on the *26th* day of *Feb.*, 2024, by *R. D. Grooms*, as *Sr. E.V.P.*, on behalf of CITIZENS 1ST BANK.



Silvia Trejo
 NOTARY PUBLIC - STATE OF TEXAS

Approval and Subordination by Lienholder

Lienholder, as the holder of a lien on a lot or lots at Winsford at Hollytree, approves the above First Amendment of Declaration of Covenants, Conditions, Restrictions, Assessments, Charges, Servitudes, Liens, Reservations and Easements for Winsford at Hollytree, including the terms and provisions therein, and Lienholder subordinates its lien to the First Amendment, so that a foreclosure of the lien will not extinguish the terms and provisions of the First Amendment.

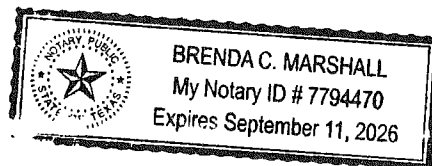
TRUST C OF THE GOODMAN FAMILY TRUST

By: Lorie Pillsbury, Trustee
Name: Lorie Pillsbury
Title: Trustee

THE STATE OF TEXAS §
COUNTY OF Smith §

This instrument was acknowledged before me on the 29 day of February, 2024, by Lorie Pillsbury, as Trustee, on behalf of TRUST C OF THE GOODMAN FAMILY TRUST.

Brenda C. Marshall
NOTARY PUBLIC - STATE OF TEXAS



Approval and Subordination by Lienholder

Lienholder, as the holder of a lien on a lot or lots at Winsford at Hollytree, approves the above First Amendment of Declaration of Covenants, Conditions, Restrictions, Assessments, Charges, Servitudes, Liens, Reservations and Easements for Winsford at Hollytree, including the terms and provisions therein, and Lienholder subordinates its lien to the First Amendment, so that a foreclosure of the lien will not extinguish the terms and provisions of the First Amendment.

CITIZENS 1ST BANK.

By: R.D. Grooms

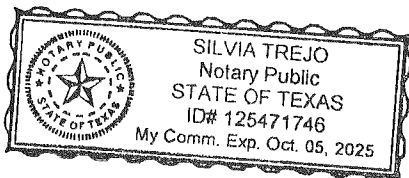
Name: R.D. Grooms

Title: Sr. EVP

THE STATE OF TEXAS §

COUNTY OF Smith §

This instrument was acknowledged before me on the 26th day of Feb, 2024, by R.D. Grooms, as Sr. EVP, on behalf of CITIZENS 1ST BANK.



Silvia Trejo
NOTARY PUBLIC - STATE OF TEXAS

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Approval and Subordination by Lienholder

Lienholder, as the holder of a lien on a lot or lots at Winsford at Hollytree, approves the above First Amendment of Declaration of Covenants, Conditions, Restrictions, Assessments, Charges, Servitudes, Liens, Reservations and Easements for Winsford at Hollytree, including the terms and provisions therein, and Lienholder subordinates its lien to the First Amendment, so that a foreclosure of the lien will not extinguish the terms and provisions of the First Amendment.

COOPERATIVE TEACHERS CREDIT UNION

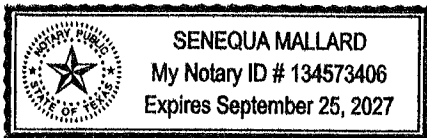
By: *A Wilcox*
 Name: *April Wilcox*
 Title: *Loan manager*

THE STATE OF TEXAS §

COUNTY OF *Smith* §

This instrument was acknowledged before me on the *20* day of *February*, 2024, by *April Wilcox* as *Loan manager* on behalf of COOPERATIVE TEACHERS CREDIT UNION.

Senegua Mallard
 NOTARY PUBLIC - STATE OF TEXAS



**Smith County
Karen Phillips
Smith County Clerk**

Document Number: 202401032593

eRecording - Real Property

RESTRICTION

Recorded On: November 12, 2024 02:43 PM

Number of Pages: 20

Billable Pages: 19

" Examined and Charged as Follows: "

Total Recording: \$97.00

***** THIS PAGE IS PART OF THE INSTRUMENT *****

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.

File Information:

Document Number: 202401032593

Receipt Number: 20241112000190

Recorded Date/Time: November 12, 2024 02:43 PM

User: Adrius K



**STATE OF TEXAS
COUNTY OF SMITH**

**I hereby certify that this Instrument was FILED In the File Number sequence on the date/time
printed hereon, and was duly RECORDED in the Official Records of Smith County, Texas.**

Karen Phillips
Smith County Clerk
Smith County, TX