AFTER RECORDING RETURN TO:
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THE GRAND PRAIRIE

SECOND AMENDMENT TO MASTER COVENANT

Harris County, Texas

DECLARANT: GRAND PRAIRIE DEVELOPMENT, LLC, a Texas limited liability company

Cross-reference to: (i) The Grand Prairie Master Covenant, recorded as Document No. RP-2021-714389 in the Official Public Records of Harris County, Texas, as amended from time to time; and (ii) The Grand Prairie Notice Regarding Declarant, recorded as Document No. RP-2023-197016 in the Official Public Records of Harris County, Texas.

THE GRAND PRAIRIE
SECOND AMENDMENT TO MASTER COVENANT

This Second Amendment to The Grand Prairie Master Covenant (this "**Amendment**") is made by **GRAND PRAIRIE DEVELOPMENT, LLC,** a Texas limited liability company (the "**Declarant**"), and is as follows:

RECITALS:

A. Emptor Hockley, LLC, a Texas limited liability company ("**Emptor**"), previously caused to be Recorded that certain The Grand Prairie Master Covenant, recorded under Document No. RP-2021-714389 in the Official Public Records of Harris County, Texas (the "**Covenant**").

B. Emptor subsequently merged with Declarant, pursuant to the Certificate of Merger, dated May 4, 2022, and filed with the Texas Secretary of State (the "**Certificate of Merger**").

C. Pursuant to the Plan of Merger attached to the Certificate of Merger, all of Emptor's rights, privileges, powers, properties, liabilities, and obligations, including all of its right, title, interest, powers, privileges, benefits and obligations as "Declarant" under the Covenant and other Documents (as defined in the Covenant), are vested in Declarant.

D. Pursuant to *Section 12.3* of the Covenant, the Covenant may be amended by Declarant acting alone.

E. Declarant desires to add a new Article to the Covenant addressing ownership and leasing of Residential Lots and Condominium Units.

F. Declarant desires to amend and modify the Covenant as set forth hereinbelow.

NOW THEREFORE, Declarant hereby amends and modifies the Covenant as follows:

1. **Leasing of Residential Lots and Condominium Units**. A new *Article 12* is hereby added to the Covenant as follows:

ARTICLE 12
LEASING OF RESIDENTIAL LOTS AND CONDOMINIUM UNITS

12.1 Leasing of Residential Lots and Condominium Units. In order to preserve the character of the Development as predominantly Owner-occupied, the leasing of Residential Lots and Condominium Units shall be governed by the restrictions imposed by this Article. Except as provided herein, the leasing of Residential Lots and Condominium Units shall be prohibited. "Leasing," for the purposes of this Covenant, is defined as regular, exclusive occupancy of a Residential Lot or Condominium Unit by any Person other than the Owner. For purposes hereof, occupancy by (i) a roommate of an Owner who occupies the Residential Lot or Condominium Unit as such Owner's primary residence, or (ii) an Owner's family member or Owner's employee, shall not constitute Leasing hereunder.

12.1.1 General. Residential Lots and Condominium Units may be leased only in their entirety; no fraction or portion may be leased without prior written Board approval. There shall be no subleasing of Residential Lots or Condominium Units or assignment of leases without prior written Board approval. All leases must be for an initial term of not less than twelve (12) months, except with written Board approval. No Residential Lot or Condominium Unit may be advertised for lease as a short-term rental on any short-term rental websites, such as Airbnb, VRBO, HomeAway or other similar websites, as determined in the sole and absolute discretion of the Board. Within ten (10) days after executing a lease agreement for the lease of a Residential Lot or Condominium Unit, the Owner shall provide the Board with (i) the lessee's contact information, including the name, mailing address, phone number, and email address of each person who will reside at the Residential Lot or Condominium Unit under the lease; and (ii) the commencement date and term of the lease. The Owner must provide the lessee copies of the Documents, and the provisions of the same shall be deemed expressly incorporated into any lease.

12.1.2 Leasing Permit Required. Owners desiring to lease their Residential Lots or Condominium Units may do so only if they have applied for and received from the Board either a "Leasing Permit" or a "Hardship Leasing Permit." Collectively, a Leasing Permit and Hardship Leasing Permit is referred to herein as a "Permit." Declarant is also expressly permitted to issue a Permit to a prospective purchaser of a Residential Lot or Condominium Unit, if such prospective purchaser and the seller thereof have executed a binding contract therefor, provided that, in such event, the Permit (as the case may be) will be effective only after the prospective purchaser has acquired the Residential Lot or Condominium Unit. Such a permit, upon the effective date of issuance (the "Permit's Effective Date"), will allow an Owner to lease such Owner's Residential Lot or Condominium Unit provided that such Leasing is in strict accordance with the terms of the Permit and this Article. The Board shall have the authority to establish conditions as to the issuance, the duration, and the use of such Permits consistent with the provisions of this Section. All Permits shall be valid only as to a specific Owner and such Owner's Residential Lot or Condominium Unit and shall not be transferable between Residential Lots, Condominium Units, or Owners.

12.1.3 Leasing Permits. An Owner's request for a Leasing Permit shall be approved if (i) the Owner is otherwise in compliance with the terms and provisions of the Documents; (ii) the Owner pays to the Association a Leasing Permit fee in the amount of $300.00, such fee being subject to change from time to time by the Board with the advance written consent of Declarant during the Development Period; (iii) current, outstanding Leasing Permits have not been issued for more than thirteen and a half percent (13.5%) of the total number of Residential Lots and Condominium Units (excluding Residential Lots and Condominium Units owned by Declarant) in the Development; and (iv) the Owner requesting such Leasing Permit does not have any past due outstanding Assessments owed to the Association. A Leasing Permit shall be automatically revoked upon the happening of any of the following events: (i) the sale or transfer of the Residential Lot or Condominium Unit to a third party (excluding sales or transfers to (a) an Owner's spouse, (b) a Person cohabitating with the Owner, and (c) a corporation, partnership, company, or legal entity in which the Owner is a

principal); (ii) the failure of an Owner to lease such Owner's Residential Lot or Condominium Unit within one hundred eighty (180) days of the Permit's Effective Date; (iii) the failure of an Owner to have such Owner's Residential Lot or Condominium Unit leased for any consecutive 365-day period after the Permit's Effective Date; or (iv) the occurrence of the date referenced in a written notification by the Owner to the Association that the Owner will, as of said date, no longer need the Leasing Permit. If current Leasing Permits have been issued for more than thirteen and a half percent (13.5%) of the total number of Residential Lots and Condominium Units (excluding Residential Lots and Condominium Units owned by Declarant) in the Development, no additional Leasing Permits shall be issued (except for Hardship Leasing Permits) until the number of outstanding current Leasing Permits falls below thirteen and a half percent (13.5%) of the total number of Residential Lots and Condominium Units (excluding Residential Lots and Condominium Units owned by Declarant) in the Development. Owners who have been denied a Leasing Permit shall be placed on a waiting list for a Leasing Permit and shall be issued the same if they so desire when the number of current outstanding Leasing Permits issued falls to thirteen and a half percent (13.5%) or less of the total Residential Lots and Condominium Units (excluding Residential Lots and Condominium Units owned by Declarant) in the Development. The Association may adopt a reasonable fee, not to exceed $500.00, as a condition to placing an Owner on the Leasing Permit waiting list. The issuance of a Hardship Leasing Permit to an Owner shall not cause the Owner to be removed from the waiting list for a Leasing Permit. Notwithstanding the foregoing, the thirteen and a half percent (13.5%) cap on Leasing Permits may be modified by the Declarant, during the Development Period, and the Board thereafter.

12.1.4 Hardship Leasing Permits. If the failure to lease will result in a hardship, then the Owner may seek to lease on a hardship basis by applying to the Board for a Hardship Leasing Permit. The Board shall have the authority to issue or deny requests for Hardship Leasing Permits in its sole discretion after considering the following factors: (i) the nature, degree, and likely duration of the hardship, (ii) the harm, if any, which will result to the Development if the permit is approved, (iii) the number of Hardship Leasing Permits which have been issued to other Owners, (iv) the Owner's ability to cure the hardship, and (v) whether previous Hardship Leasing Permits have been issued to the Owner. Hardship Leasing Permits will be issued and/or denied on a non-discriminatory basis. A "hardship" as described herein shall include, but not be limited to the following situations: (i) an Owner must relocate such Owner's residence outside the City and cannot, within six (6) months from the date that the Residential Lot or Condominium Unit was placed on the market, sell the Residential Lot or Condominium Unit except at a price below the current appraised market value, after having made reasonable efforts to do so; (ii) where the Owner dies and the Residential Lot or Condominium Unit is being administered by such Owner's estate; (iii) the Owner takes a leave of absence or temporarily relocates and intends to return to reside in the Residential Lot or Condominium Unit; (iv) the military deployment of an Owner or such Owner's spouse; or (v) a medical emergency of the Owner or an Owner's immediate family member. Hardship Leasing Permits shall be valid for a term not to exceed one (1) year. Owners may apply for additional

Hardship Leasing Permits. Hardship Leasing Permits shall be automatically revoked if during the term of the permit, the Owner is approved for and receives a Leasing Permit.

12.2 Leasing Provisions. Leasing which is authorized pursuant to a permit granted pursuant to this Article shall be governed by the following provisions:

12.2.1 In Writing. All leases must be in writing.

12.2.2 Liability for Assessments, Use of Common Area and Special Common Area, and Compliance with Documents. Each Owner covenants and agrees that any lease of a Residential Lot or Condominium Unit shall contain the following language and agrees that if such language is not expressly contained therein, then such language shall be incorporated into the lease by existence of this covenant, and the lessee, by occupancy of the Residential Lot or Condominium Unit, agrees to the applicability of this covenant and incorporation of the following language into the lease:

(i) Compliance with Documents. The lessee shall comply with all provisions of the Documents and shall control the conduct of all other Occupants and guests of the leased Residential Lot or Condominium Unit in order to ensure such compliance. The Owner shall cause all Occupants of such Owner's Residential Lot or Condominium Unit to comply with the Documents, and shall be responsible for all violations by such Occupants, notwithstanding the fact that such Occupants of the Residential Lot or Condominium Unit are fully liable and may be sanctioned for any such violation. If the lessee, or a Person occupying a Residential Lot or Condominium Unit with the lessee, violates the Documents or a rule or regulation for which a fine is imposed, notice of the violation shall be given to the Owner and the lessee, and such fine may be assessed against the lessee in accordance with this Covenant. If the fine is not paid by the lessee within the time period set by the Board, the Owner shall pay the fine upon notice from the Association of the lessee's failure to pay the fine. Unpaid fines shall constitute a lien against the Residential Lot or Condominium Unit.

(ii) Violation is Deemed Default. Any violation of the Documents by the lessee, any Occupant, or any guest of lessee, is deemed to be a default under the terms of the lease and authorizes the Owner to terminate the lease without liability and to evict the lessee in accordance with Applicable Law. The Owner hereby delegates and assigns to the Association, acting through the Board, the power and authority of enforcement against the lessee for breaches resulting from the violation of the Documents, including the power and authority to evict the lessee as attorney-in-fact on behalf and for the benefit of the Owner, in accordance with the terms hereof. If the Association proceeds to evict the lessee, any costs, including reasonable attorney's fees actually incurred and court costs associated with the eviction shall be levied against the Owner of the Residential Lot or Condominium Unit as an Individual Assessment.

(iii) Use of Common Area and Special Common Area. The Owner transfers and assigns to the lessee, for the term of the lease, any and all rights and privileges that the Owner has to use the Common Area and Special Common Area, including but not limited to, the use of any and all recreational facilities and other amenities; provided, however, that no lessee may reserve any portion of the Common Area or Special Common Area without the written consent of the Owner.

(iv) Liability for Assessment. When an Owner who is leasing such Owner's Residential Lot or Condominium Unit fails to pay any Assessment or any other charge against the Residential Lot or Condominium Unit for a period of more than thirty (30) days after it is due and payable, then the delinquent Owner hereby consents to the assignment of any rent received from the lessee during the period of delinquency to the Association, and, upon request by the Board, lessee shall pay to the Association all unpaid Assessments and other charges payable during and prior to the term of the lease and any other period of occupancy by lessee. However, lessee need not make such payments to the Association in excess of or prior to the due dates for, monthly rental payments unpaid at the time of the Board's request. All such payments made by lessee shall reduce, by the same amount, lessee's obligation to make monthly rental payments to lessor. If lessee fails to comply with the Board's request to pay Assessments or other charges, lessee shall pay to the Association all amounts authorized under this Declaration as if lessee were an Owner. The above provision shall not be construed to release the Owner from any obligation, including the obligation for Assessments, for which he or she would otherwise be responsible.

12.3 Eviction of Lessees. Every lease agreement on a Residential Lot or Condominium Unit, whether written or oral, express or implied, is subject to and is deemed to include the following provisions:

12.3.1 Violation Constitutes Default. Failure by the lessee or the lessee's guests to comply with the Documents and/or Applicable Law is deemed to be a default under the lease. When the Association notifies an Owner of such Owner's lessee's violation, the Owner will promptly obtain such Owner's lessee's compliance or exercise its rights as a landlord for lessee's breach of lease. If the lessee's violation continues or is repeated, and if the Owner is unable, unwilling, or unavailable to obtain such Owner's lessee's compliance, then the Association has the power and right to pursue the remedies of a landlord under the lease or Applicable Law for the default, including eviction of the lessee, subject to the terms of this Section.

12.3.2 Association Not Liable for Damages. The Owner of a leased Residential Lot or Condominium Unit is liable to the Association for any expenses incurred by the Association in connection with enforcement of the Documents against such Owner's lessee. 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 the Documents against the Owner's lessee.

The enforceability of this *Section 12.3* shall not be limited by any failure of the parties to enter into a written lease agreement.

12.4 Exemption. Notwithstanding the above, this Article shall not apply to any lease entered into by Declarant (regardless of whether said lease is entered into prior to or after the expiration of the Development Period), the Association, or the holder of any first Mortgage on a Residential Lot or Condominium Unit (or any affiliate of such holder) who becomes the Owner of a Residential Lot or Condominium Unit through foreclosure or any other means pursuant to the satisfaction, in whole or in part, of the indebtedness secured by such Mortgage. Such parties shall be permitted to lease a Residential Lot or Condominium Unit without first obtaining a Permit in accordance with this Article, and such Residential Lot or Condominium Unit shall not be considered as being leased in determining the maximum number of Residential Lots and Condominium Units that may be leased in accordance with this Article.

12.5 Maximum Lot Ownership. No person may own more than ten (10) Lots within The Grand Prairie, other than an approved Homebuilder hereunder. Notwithstanding the foregoing, the Declarant is expressly exempt from the limitations set forth in this *Section 12.5*.

For purposes of *Section 12.5*, the term "person" includes any individual or entity, including without limitation, any corporation, limited liability company, partnership, trust (including any trustee), estate, or other legal entity, and any affiliate or designee of any of the foregoing. Lots owned by a person and their affiliates or designees shall be aggregated for purposes of applying the ten (10) Lot limitation in this *Section*.

2. Miscellaneous. Any capitalized terms used and not otherwise defined herein shall have the meanings set forth in the Covenant, as applicable. Unless expressly amended by this Amendment, all other terms and provisions of the Covenant remain in full force and effect as written, and are hereby ratified and confirmed.

[*SIGNATURE PAGE FOLLOWS*]

EXECUTED TO BE EFFECTIVE on the date this instrument is Recorded.

DECLARANT:

GRAND PRAIRIE DEVELOPMENT, LLC,
a Texas limited liability company

By: CCDL Ventures GPD, LLC,
a Texas limited liability company,
its Manager

By: Concourse Companies, LLC,
a Texas limited liability company,
its Manager

By: _____
Name: Jeb Kolby
Title: President

THE STATE OF TEXAS §
COUNTY OF Harris §

This instrument was acknowledged before me on this 25 day of March, 2026, by Jeb Kolby, President of Concourse Companies, LLC, a Texas limited liability company, Manager of CCDL Ventures GPD, LLC, a Texas limited liability company, Manager of GRAND PRAIRIE DEVELOPMENT, LLC, a Texas limited liability company, on behalf of said companies.

(SEAL)

AFREEN CHOWDHURY
NOTARY PUBLIC
STATE OF TEXAS
ID 131556822
EXP. 06-05-2029

_____
Notary Public Signature