

**AFTER RECORDING RETURN TO:**

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**FIRST AMENDMENT TO THE DECLARATION  
OF  
COVENANTS, CONDITIONS AND RESTRICTIONS  
FOR  
MCCREARY ESTATES**

STATE OF TEXAS           §  
  §           **KNOW ALL MEN BY THESE PRESENTS:**  
COUNTY OF COLLIN    §

**INTRODUCTORY PROVISIONS**

**WHEREAS**, the Declaration of Covenants, Conditions and Restrictions for McCreary Estates, executed by McCreary 100 Partners, L.P., a Texas limited partnership, as Declarant, on May 10, 2001, and filed of record on May 15, 2001, under Collin County Clerk’s Instrument No. 2001-0055957 in the Official Public Records of Collin County, Texas (the “*Declaration*”); and

**WHEREAS**, the Declaration affects certain tracts or parcels of real property in the City of Wylie, Collin County, Texas, more particularly described on Exhibit A attached hereto and incorporated herein by reference for all purposes (collectively, the “*Addition*”); and

**WHEREAS**, under Article X, Section 4 of the Declaration, the covenants and restrictions contained in the Declaration may be amended or changed upon the written consent of no less than fifty-one percent (51%) of the Owners of Lots; and

**WHEREAS**, the following amendments to the Declaration were proposed and approved with the affirmative vote or consent of Owners of Lots holding at least fifty-one percent (51%) of

the votes.

**NOW, THEREFORE**, the Declaration is hereby amended as follows:

(a) Article VIII, Section 18 of the Declaration is hereby amended to add the following sentence to read, in its entirety, as follows:

***Leasing of a Lot for a period or term of less than six (6) months shall be considered a business or trade within the meaning of this subsection.***

(b) Article VIII of the Declaration is hereby amended to add Section 25 and to read, in its entirety, as follows:

***Section 25. Leasing and Occupancy Restrictions. In order to preserve the quality of life of Owners and residents and the high standards of maintenance and care of the Common Area, and to promote the residence and/or leasing of a Residence by responsible individuals, a Lot may only be leased in accordance with the following provisions:***

***(a) Residential Use. For purposes of this Declaration, the phrases “single-family private residential use” and “residential purposes” are intended to prohibit short-term rentals of or transient stays on any Lot, i.e., any term less than 6 consecutive months.***

***(b) General. Leasing of a Lot or residence, in strict compliance herewith, shall not be considered a business or trade within the meaning of this Section 18. Nothing in this Declaration will prevent the rental of any Lot by the Owner for private, residential purposes, provided that: (i) upon acquiring an ownership interest in a Lot, the Owner may not lease or rent the Lot until the expiration of twelve (12) months from the date of the closing of the sale of the Lot or recording of the deed to the lot which conveys title, whichever is earlier; (ii) all leases and/or rentals must be for terms of at least six (6) months; and (iii) no portion of a Lot (other than the entire Lot) may be leased or rented. Short-term rentals of or transient stays at a residence are expressly***

*prohibited, i.e., any term less than six (6) consecutive months.*

**(c) Compliance with the Association's Governing Documents. All leases, including its occupants, shall comply with and be subject to the provisions of this Declaration, the Association's governing documents, and the provisions of same shall be deemed expressly incorporated into any lease of a Lot. The Board of Directors is hereby authorized to promulgate reasonable rules and restrictions relating to leasing and occupancy of Lots.**

The terms and provisions of the Declaration, except as modified herein, are hereby declared to be in full force and effect with respect to the Addition. The Addition shall continue to be held, occupied, sold and conveyed subject to the terms and conditions of the Declaration, and this First Amendment to the Declaration, which shall run with title to the Addition and are binding on all parties having any right, title or interest in and to the Addition or any part thereof, including their heirs, representatives, successors, transferees and assigns, and shall inure to the benefit of each Owner thereof.

**IN WITNESS WHEREOF**, the Board of Directors of McCreary Estates Homeowners Association, Inc. has caused this First Amendment to the Declaration to be filed with the office of the Collin County Clerk and is made to be effective as of the day it is recorded in the Official Public Records of Collin County, Texas.

**MCCREARY ESTATES  
HOMEOWNERS ASSOCIATION, INC.**

By: \_\_\_\_\_

\_\_\_\_\_, Director

**CERTIFICATION OF APPROVAL OF THE  
FIRST AMENDMENT TO THE DECLARATION OF COVENANTS,  
CONDITIONS AND RESTRICTIONS FOR MCCREARY ESTATES**

I, \_\_\_\_\_, the duly-elected President of McCreary Estates Homeowners Association, Inc. hereby certify:

That the First Amendment to the Declaration of Covenants, Conditions and Restrictions for McCreary Estates ("Declaration") was approved by the written consent of no less than fifty-one percent (51%) of the Owners of Lots, and that the same does now constitute an official amendment to the Declaration of the Association and shall be filed of record with the office of the Collin County Clerk.

\_\_\_\_\_  
By: \_\_\_\_\_, President

STATE OF TEXAS           §  
  §  
COUNTY OF COLLIN       §

BEFORE ME, the undersigned Notary Public, on this day personally appeared \_\_\_\_\_, the duly-elected President of McCreary Estates Homeowners Association, Inc., a Texas nonprofit corporation, known to me to be the person whose name is subscribed on the foregoing instrument and acknowledged to me that he/she executed the same for the purposes therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND AFFIRMED SEAL OF OFFICE on this the \_\_\_\_ day of \_\_\_\_\_, 2018.

\_\_\_\_\_  
Notary Public, State of Texas