

AFTER RECORDING, PLEASE RETURN TO:

Judd A. Austin, Jr.
Henry Oddo Austin & Fletcher, P.C.
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Suite 2700
Dallas, Texas 75201

**SIXTH SUPPLEMENTAL
CERTIFICATE AND MEMORANDUM OF RECORDING OF
DEDICATORY INSTRUMENTS FOR MCCREARY ESTATES
HOMEOWNERS ASSOCIATION, INC.**

STATE OF TEXAS §
 §
COUNTY OF COLLIN §

The undersigned, as attorney for McCreary Estates Homeowners Association, Inc., for the purpose of complying with Section 202.006 of the Texas Property Code and to provide public notice of the following dedicatory instruments affecting the owners of property described on Exhibit B attached hereto, hereby states that the dedicatory instruments attached hereto are true and correct copies of the following:

1. ***McCreary Estates HOA - Records Retention and Production Policy (Exhibit A-1);***
2. ***McCreary Estates HOA - Guidelines for Rain Barrels/Collection Devices (Exhibit A-2);***
3. ***McCreary Estates Homeowners Association, Inc. - Guidelines for the Installation and Display of Flags and Flagpoles (Exhibit A-3);***
4. ***McCreary Estates HOA - Guidelines for Solar Energy Panels and Certain Roofing Materials (Exhibit A-4);***

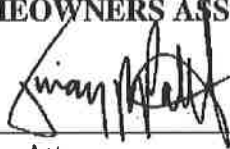
5. ***McCreary Estates HOA - Guidelines for Religious Displays (Exhibit A-5); and***
6. ***McCreary Estates HOA - Waiver Policy (Exhibit A-6).***

All persons or entities holding an interest in and to any portion of property described on Exhibit B attached hereto are subject to the foregoing dedicatory instruments until amended.

IN WITNESS WHEREOF, McCreary Estates Homeowners Association, Inc. has caused this Sixth Supplemental Certificate and Memorandum of Recording of Dedicatory Instruments to be filed of record with the Collin County Clerk's office and supplements that certain Certificate and Memorandum of Recording of Association Documents for McCreary Estates Homeowners Association, Inc., filed on March 16, 2005 and recorded in Volume 5877, Page 2374, *et seq.* of the Land Records of Collin County, Texas, that certain First Supplemental Certificate and Memorandum of Recording of Association Documents for McCreary Estates Homeowners Association, Inc., filed on July 29, 2005, and recorded in Volume 5970, Page 3960, *et seq.* of the Land Records of Collin County, Texas, that certain Second Supplemental Certificate and Memorandum of Recording of Association Documents for McCreary Estates Homeowners Association, Inc., filed on September 28, 2006, and recorded as Instrument No. 200609280011399730 in the Land Records of Collin County, Texas; that certain Third Supplemental Certificate and Memorandum of Recording of Association Documents for McCreary Estates Homeowners Association, Inc., filed on August 14, 2007, and recorded as Instrument No. 200708140011257500 in the Land Records of Collin County, Texas; that certain Fourth Supplemental Certificate and Memorandum of Recording of Association Documents for McCreary Estates Homeowners Association, Inc., filed on February 5, 2008, and

recorded as Instrument No. 20080205000135990 in the Land Records of Collin County, Texas; and that certain Fifth Supplemental Certificate and Memorandum of Recording of Association Documents for McCreary Estates Homeowners Association, Inc., filed on January 14, 2009, and recorded as Instrument No. 20090114000038500 in the Official Public Records of Collin County, Texas.

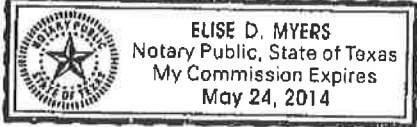
**MCCREARY ESTATES
HOMEOWNERS ASSOCIATION, INC.**

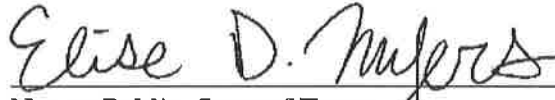
By: 
Its: Attorney

STATE OF TEXAS §
 §
COUNTY OF DALLAS §

BEFORE ME, the undersigned Notary Public, on this day personally appeared Vinay B. Patel, attorney for McCreary Estates Homeowners Association, Inc., known to me to be the person whose name is subscribed on the foregoing instrument and acknowledged to me that he 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 20th day of February, 2012.




Notary Public, State of Texas

**McCreary Estates HOA
Records Retention and Production Policy
Effective January 1, 2012**

The Association, in accordance with State law, will retain and produce records as detailed below.

Retention of Records

The Association will maintain records in the following categories for the duration stated for each category:

<u>Category</u>	<u>Retention Period</u>
Account Records of Current Owners	Five (5) Years
Contracts for Terms of at Least One (1) Year	Four (4) Years after Expiration of Contract
Minutes of Owner Meetings / Board Meetings	Seven (7) Years
Tax Returns and Audits	Seven (7) Years
Financial Books and Records	Seven (7) Years
Governing Documents	Permanently

Production of Records

- Owners may have access to Association records, upon submission of a written request to the Association or its representative by certified mail to the mailing address of the Association or authorized representative as listed in the current management certificate.
- The written request must identify the records requested and indicate whether the owner wants to inspect the records or have the Association forward copies.
- The Association will respond to the written request within ten (10) business days from receipt of the request to, as appropriate:
 - (i) provide written notice of dates on which records may be inspected, or
 - (ii) provide the requested copies, or
 - (iii) provide the owner written notice that it is unable to produce the records within the ten (10) day period and provide a date, within fifteen (15) business days from the date of the Association's response, by which the records will be sent or made available to the owner for inspection
- Owners are responsible for the costs of producing and copying Association records in accordance with the cost schedule below. The Association will estimate the costs for producing records.
- Payment must be made in advance.

Cost Schedule

Standard Paper Copy (either 8.5" x 11" or 8.5" x 14") – ten cents (\$.10)

Oversized Paper Copy (up to 11" x 17") – fifty cents (\$.50)

Rewritable CD or Non-rewritable CD – one dollar each (\$1.00)

Programmer – twenty-eight dollars and fifty cents (\$28.50) per hour

Labor- fifteen dollars (\$15.00) per hour

Overhead – 20% of the labor and/or programmer charge

Labor charge will be applied whenever it is necessary to locate, compile, manipulate data and reproduce the requested information if the request exceeds fifty (50) pages. The Labor charge will apply regardless of the number of pages if the documents requested are in a remote storage facility.

A programmer charge will be applied if a particular request requires the service of a programmer to execute an existing program so that the requested information may be accessed and copied.

Records Which Will Not Be Produced. The Association will keep certain records confidential and decline to make them available. These specifically includes:

- (i) violation histories of owners
- (ii) owners' personal financial information
- (iii) owners' contact information other than address
- (iv) association personnel files

Approved at Board Meeting on January 11, 2012.

EXHIBIT A-2

McCreary Estates HOA Guidelines for Rain Barrels/Collection Devices Effective September 1, 2011

The association, in accordance with State law, will permit owners to install rain barrels/collection devices if they meet architectural requirements as outlined by the association. However, the following also applies:

The association prohibits owners from installing rain barrels/collection devices on any common area or property owned by the association.

The association prohibits owners from installing rain barrels/collection devices on an owner's property between the front building line and on any area visible from the street.

General Considerations

Rain barrels/collection devices should be generally designed to be unobtrusive in location and appearance and must not cause drainage problems to the property or its neighbors.

The location should take advantage of screening provided by existing or proposed structures and/or vegetation.

The installation of rain barrels/collection devices in attached housing shall be in accordance with the approved project standards established by the association for location, color, screening, etc.

Specific Guidelines

1. The preferred location is in the rear or side yard; rain barrels/collection devices shall be prohibited in front yards.
2. The rain barrel/collection device must be installed at the base of an existing downspout. Only one rain barrel/collection device may be installed per downspout.
3. The overflow from the rain barrel/collection device shall discharge to the same location as the current downspout.
4. The size of a rain barrel/collection device bin is generally limited to 36" in height and 24" in diameter.
5. The container must be designed for the purpose of collecting rainwater; a converted trash can is not an acceptable alternative.
6. The bin must be sturdily constructed of durable plastic in black, brown, green, simulated wood with a screened cover and a splash block provided for the overflow.
7. Other colors which are consistent with the trim, siding or overall color scheme of the home will be reviewed on a case by case basis.
8. The rain barrel/collection device should be set into a landscaped area, so that its appearance will be softened by plant material. Additional landscaping or screening may be required to diminish the visual impact on other properties or from the street.
9. The rain barrel/collection device should be an enclosed device to avoid becoming a breeding ground for mosquitoes and maintained so that it does not create a visual nuisance.

Submission Requirements

Homeowners are required to submit for consideration:

A copy of the existing site plan showing the location of the house, any accessory structures, significant vegetation, property lines, and the proposed location of the rain barrel/collection device.

A catalog photograph or manufacturer's "cut sheet" of the rain barrel/collection device, including dimensions, material, and color.

A planting plan indicating the type and location of vegetation or other screening, existing or proposed.

MCCREARY ESTATES HOMEOWNERS ASSOCIATION, INC.
DESIGN GUIDELINES FOR THE INSTALLATION AND DISPLAY
OF FLAGS AND FLAGPOLES

1. The only flags which may be displayed are: (i) the flag of the United States of America; (ii) the flag of the State of Texas; and (iii) an official or replica flag of any branch of the United States armed forces.
2. All flags visible from any street must be mounted and displayed in accordance with the following provisions.
3. The flag of the United States must be displayed in accordance with 4 U.S.C Sections 5-10.
4. The flag of the State of Texas must be displayed in accordance with Chapter 3100 of the Texas Government Code.
5. Any freestanding flagpole, or flagpole attached to a dwelling, shall be constructed of permanent, long-lasting materials. The materials used for the flagpole shall be harmonious with the dwelling and have a finish appropriate to the materials used in the construction of the flagpole.
6. The display of a flag, or the location and construction of the supporting flagpole, shall comply with applicable zoning ordinances, easements, and setbacks of record.
7. A displayed flag, and the flagpole on which it is flown, shall be maintained in good condition at all times. Any flag that is deteriorated must be replaced or removed. Any flagpole that is structurally unsafe or deteriorated shall be repaired, replaced, or removed.
8. Only one flagpole will be allowed per Lot. A flagpole can either be securely attached to the face (the side facing the street address) of the dwelling (no other structure, including trees and fences) or be a freestanding flagpole. A flagpole attached to the dwelling may not exceed 6 feet in length; a freestanding flagpole may not exceed 20 feet in height. Any freestanding flagpole must be located in either the front yard or backyard of a Lot, and there must be distance of at least 5 feet between the flagpole and the property line.

No flag may be mounted or displayed in such a manner that it hangs over any common area, sidewalk, street, or alleyway.

9. Any flag flown or displayed on a freestanding flagpole may be no larger than 6' x 8'.
10. Any flag flown or displayed on a flagpole attached to the dwelling may be no larger than 3' x 5'.
11. Any freestanding flagpole must be equipped to minimize halyard noise. The preferred method is through the use of an internal halyard system. Alternatively, swivel snap hooks must be covered or "Quiet Halyard" Flag snaps installed. Neighbor complaints of noisy halyards are a basis to have flag removed until Owner resolves the noise complaint.
12. The illumination of a flag is allowed so long as it does not create a disturbance to other residents in the community. Solar powered, pole mounted light fixtures are preferred as opposed to ground mounted light fixtures. Compliance with all municipal requirements for electrical ground mounted installations must be certified by Owner. Flag illumination may not shine into another dwelling. Neighbor complaints regarding flag illumination are a basis to prohibit further illumination until Owner resolves complaint.
13. Flagpoles shall not be installed in Common Area or property maintained by the Association.
14. All flagpole installations must receive prior written approval from Architectural Review Committee or the Modifications Committee.

These Design Guidelines are promulgated pursuant to and in accordance with Section 202.0011 of the Texas Property Code.

**McCreary Estates HOA
Guidelines for Solar Energy Panels and Certain Roofing Materials
Effective June 17, 2011**

For purposes of the Association, the term "Solar Energy Panel" means a panel device or system designed primarily to collect solar energy, and collect and subsequently use solar energy as thermal, mechanical, or electrical energy. Solar energy panels may not be installed without prior written approval of the Architectural Control Committee (ACC).

The installation of Solar Energy Panels will not be allowed if:

- (i) in violation of any law
- (ii) on property owned or maintained by the Association
- (iii) in common areas
- (iv) located anywhere but on the owner's roof or in his/her fenced-yard or patio and not taller than the fence
- (v) the device extends beyond the roofline or does not conform to certain allowed design guidelines
- (vi) it is installed in a manner that voids material warranties
- (vii) it is installed without prior approval by the Association or its designated Architectural Control Committee and/or
- (viii) the device would "substantially interfere with the use and enjoyment of land by causing unreasonable discomfort or annoyance to persons of ordinary sensibilities." However, this finding will be reconsidered by the Association or its designated Architectural Control Committee if the owner obtains written approval of the installation from all neighboring owners.

The intent of this restriction is to allow the installation of Solar Energy Panels but to maintain, to the greatest extent possible, the aesthetics of the community and the harmony established by the plan of development for the Association.

Certain Roofing Materials: Shingles that are designed primarily to (i) resist wind and hail, (ii) provide heating/cooling efficiency greater than ordinary composite shingles, or (iii) generate solar energy may be installed with prior written approval of the ACC so long as the shingles aesthetically resemble approved shingles within the Association, are more durable or of better quality than "normal" shingles allowed within the subdivision, and aesthetically match the owner's and surrounding properties.

ADDITIONAL RESTRICTIONS WHICH ARE ALLOWED BY STATUTE AND CAN BE INCLUDED IN GUIDELINES FOR SOLAR ENERGY PANELS:

- In all circumstances where roof installation is contemplated, Solar Energy Panels shall conform to the slope of the roof and the top edge of the Solar Energy Panel shall be parallel to the roof ridge.
- Solar Energy Panel frames, support brackets, or any visible piping or wiring must blend most effectively with the roof.
- Color or finish of the panel must blend to the greatest extent possible with existing roof color.
- Panels, mounting devices, etc. must be repaired or replaced within 120 days of date of damage.

- Ground mounted system(s) shall be as small as possible, located in rear or side yards and screened from neighboring properties by fencing or landscaping.
- No Solar Energy Panels may be placed on the front elevation of the home.

OPTIONAL SOLAR ENERGY PANEL SUBMISSION REQUIREMENTS FOR CONSIDERATION:

- A copy of the existing site plan showing the house and any accessory structures, significant vegetation, property lines and the proposed location of the Solar Energy Panels.
- A drawing or photographs showing the proposed location of the Solar Energy Panels and description of any visible auxiliary equipment.
- Catalog photographs or manufacturer's "cut sheets" of all components including dimensions, colors, materials, etc.
- Plans of proposed landscaping or screening for ground mounted Solar Energy Panels.
- Roof must be returned to a first class condition at no cost to the Association.

**McCreary Estates HOA
Guidelines for Religious Displays
(Also applies to condominiums)
Effective June 17, 2011**

The association, in accordance with State law, will permit owners to display religious items exclusively on the entry to the owners' dwelling, specifically the entry door or door frame, however:

An owner may not exploit this law to use a material or color for an entry door that is prohibited by the association's governing documents.

The display of a religious item(s) may not exceed a total of 25 square inches

The association may prohibit the display of religious items if it/they:

- display obviously offensive language or graphics
- violate deed restrictions that do not conflict with this statute
- is/are in a location other than the entry door or frame

The association will not permit religious items to be displayed that pose any threat to public safety or health.

McCreary Estates HOA
Waiver Policy

Purpose: To establish a uniform and consistent policy to manage requests for waivers of late fees, interest and/or other charges to an owner's account incurred as a result of non-payment by the due date or grace period.

It is the intention of the Board of Directors to work with homeowners who have a legitimate reason for making a late payment, but not to the detriment of homeowners who make their payments in a timely manner.

The Board of Directors recognizes there may be extenuating circumstances that may prevent a homeowner from making their payment on time. Therefore, the Board will grant a waiver to any homeowner subject to the following conditions:

- 1) Requests for waivers shall not be granted for any out of pocket collection costs to the Association i.e. demand letters, attorney's fees, collection costs or administrative costs incurred by the Association for the management of the community's receivables i.e. NSF and return check charges.
- 2) Requests for waivers shall not be granted to a homeowner that has previously defaulted on a payment plan in the preceding two (2) years.
- 3) Requests for waivers shall not be granted to any homeowner that has received a waiver within the preceding two (2) years.
- 4) Requests for waivers will be subject to the homeowner's unpaid balance being received within ten (10) business days from the date of notification, or a date mutually agreed upon by the owner and the Association. If a homeowner is unable to abide by the terms of a conditional waiver, the waiver will be denied but the homeowner will be allowed to request a payment plan, if eligible, under the Association's payment plan policy.
- 5) In the event the conditions of a waiver are not met, the homeowner will not be eligible to request another waiver for a period of six (6) months or until they are again eligible for a waiver under the terms of the policy.

EXHIBIT B

Those lots, blocks, tracts and parcels of real property located in the City of Wylie, Collin County, Texas more particularly described as follows:

- (i) All property subject to the Declaration of Covenants, Conditions and Restrictions for McCreary Estates, recorded on May 15, 2001 in Volume 4918, Page 0226, *et seq.* of the Land Records of Collin County, Texas, and the Declaration of Annexation and First Amendment to the Declaration of Covenants, Conditions and Restrictions for McCreary Estates, recorded on April 17, 2002 as Instrument No. 2002-0055491 in the Land Records of Collin County, Texas;
- (ii) **MCCREARY ESTATES No. 1**, an Addition to the City of Wylie, Texas, according to the Plat thereof recorded in Volume N, Page 20 of the Map Records of Collin County, Texas;
- (iii) **MCCREARY ESTATES No. 2**, an Addition to the City of Wylie, Texas, according to the Plat thereof recorded in Volume N, Page 770 of the Map Records of Collin County, Texas.



Filed and Recorded
Official Public Records
Stacey Kemp, County Clerk
Collin County, TEXAS
02/20/2012 12:53:34 PM
\$68.00 DLAIRD
20120220000189830