

**FIRST AMENDMENT
TO
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
FOR
WYNSOR POINTE ADDITION**

THIS FIRST AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS (this "Amendment") is made and entered into as of the date set forth below (the "Effective Date"), by **STONEBROOK REALTY INVESTMENT PARTNERS, LTD.**, a Texas limited partnership ("Declarant").

RECITALS:

WHEREAS, Declarant is the "Declarant" named in that certain Declaration of Covenants, Restrictions and Easements ("Declaration") dated August 9, 2007 and recorded August 10, 2007 as Document No. 20070810001117070 in the Official Public Records of Collin County, Texas, and Declarant caused the Declaration to be recorded against the Property more particularly described in the Declaration; and

WHEREAS, pursuant to Sections 13.1 and 13.4 of the Declaration, Declarant has the right to amend the Declaration in Declarant's sole and absolute discretion during the "Development Period" as that term is defined in the Declaration; and

WHEREAS, the Development Period has commenced and has not expired; and

WHEREAS, Declarant has determined that there has been and will continue to be an extended need to provide funds for the maintenance of the "Common Properties" defined in the Declaration in excess of the funds raised by "Annual Assessments" as defined in the Declaration; and

WHEREAS, Declarant consequently desires to amend the Declaration as set for herein.

NOW, THEREFORE, the Declaration is hereby amended in the following particulars:

1. Subsection 5.3(b)(iii) of the Declaration, which reads as follows:

~~"(iii) Notwithstanding anything herein contained to the contrary, (i) the first Annual Assessment shall be made on January 1, 2008; and (ii) prior to January 1, 2010, the full Annual Assessment chargeable against any Lot for which a full Annual Assessment is payable shall not exceed those Annual Assessments as described in 5.2(b)(ii) unless approved by a majority of the votes of the Members. In order to maintain the Common Properties and sustain the services contemplated by Declarant, Declarant anticipates that during the period of time prior to January 1, 2010, it may, in its discretion, provide amounts in excess of the funds raised by the Annual Assessments in order to maintain the Common Properties within reasonable standards. If, in any year prior to January 1, 2010, Declarant advances funds for maintenance in excess of the Annual Assessment, such excess shall be a debt of the Association to Declarant payable only out of any Annual Assessments received by the Association through December 31, 2013."~~

is hereby deleted in its entirety and in lieu thereof is inserted the following:

"(iii) Notwithstanding anything herein contained to the contrary, (i) the first Annual Assessment shall be made on January 1, 2008; and (ii) prior to January 1, 2016, the full Annual Assessment chargeable against any Lot for which a full Annual Assessment is payable shall not, except as authorized by

subsection 5.3(c), exceed the initial Annual Assessments described in subsection 5.3(b)(ii) unless approved by a majority of the votes of the Members and, if during the Development Period, consented to by the Declarant. In order to maintain the Common Properties and sustain the services contemplated by Declarant, Declarant anticipates that during the period of time prior to January 1, 2016, it may, in its discretion, provide amounts in excess of the funds raised by the Annual Assessments in order to maintain the Common Properties within reasonable standards. If, in any year prior to January 1, 2016, Declarant advances funds for maintenance in excess of the Annual Assessments, such excess shall be a debt of the Association to Declarant payable only out of any Annual Assessments received by the Association through December 31, 2019."

2. Except as herein provided, all of the terms, covenants, conditions and stipulations contained in the Declaration, as amended, shall continue with like force and effect and to all legal intents and purposes, and the Property, and the Owners thereof, shall continue to be bound by the Declaration as amended hereby.

IN WITNESS WHEREOF, the Declarant has hereunto set forth its signature as of the day and year set forth below.

"DECLARANT":

STONEBROOK REALTY INVESTMENT PARTNERS,
LTD., a Texas limited partnership

By: Stonebrook Realty Investment Partners GP, Inc., a
Texas corporation, its General Partner

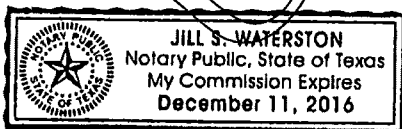
By: Steven M. McCraw
Steven M. McCraw, President

Date: June 25, 2013

STATE OF TEXAS

COUNTY OF COLLIN

This instrument was acknowledged before me on the 25th day of June, 2013, by Steven M. McCraw, President of Stonebrook Realty Investment Partners GP, Inc., a Texas corporation, General Partner of Stonebrook Realty Investment Partners, Ltd., a Texas limited partnership, on behalf of said corporation and limited partnership.



Jill S. Waterston
NOTARY PUBLIC, STATE OF TEXAS

UNOFFICIAL



Filed and Recorded
Official Public Records
Stacey Kemp, County Clerk
Collin County, TEXAS
07/12/2016 08:45:00 AM
\$34.00 SCAPELA
20160712000884110

Stacey Kemp