



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

WHEREAS, on or about the 9th day of August, 2007, Stonebrook Realty Investment Partners, LTD., a Texas limited partnership, in the capacity of the Declarant and as the owner and developer of certain real property located in Collin County, Texas as described therein, did execute that certain Declaration of Covenants, Conditions and Restrictions for WyndSOR Pointe Addition (the "Declaration") and make the same applicable to the "Property" as defined therein to wit:

The certain real property located in Collin County, Texas consisting of an approximately 21.806 acre tract of land described on Exhibit "A" attached hereto and made a part hereof for all purposes ("the Property").

WHEREAS, in accordance with Article II of the Declaration, the Property, including any additional land added, is subject to the Declaration.

WHEREAS, it is hereby affirmed that as of the date of this First Amendment the Development Period has not yet expired.

WHEREAS, in accordance with Article V of the Declaration the Basis and Amount of Annual Assessment for each Lot owned by each Class Member has been established.

WHEREAS, in accordance with Article IX of the Declaration a protective covenant allows consolidation of lots into a single building location for the purpose of constructing one (1) Dwelling Unit on the consolidated Lots with the prior express written consent of the Declarant during the Development Period.

WHEREAS, the Declaration did not contemplate whether or not the Annual Assessment for each Lot would continue to be paid on each lot owned after a single owner obtained permission from the Declarant during the Development Period to consolidate lots for the purpose of constructing one (1) Dwelling Unit on the Consolidated Lots.

WHEREAS, in accordance with Article XIII of the Declaration the Declarant has been appointed as each and every Owner, Member and Resident's

attorney-in-fact by appointment through Power of Attorney to exercise, do or perform any act, right, power, duty or obligation whatsoever in connection with, arising out of, or relating to any matter whatsoever involving the Declaration and the Subdivision, including the complete and unfettered right and privilege to amend, change, revise, modify or delete portions of the Covenants, and each and every Owner, Member and Resident specifically and affirmatively authorizes and empowers the Declarant, utilizing the attorney-in-fact status of Declarant to undertake, complete and consummate any and all such amendments, changes, revisions, modifications or deletions as the Declarant (in its sole absolute discretion) shall deem reasonable and appropriate.

NOW, THEREFORE, the Declaration is amended as follows:

Article V of the Declaration is hereby amended by adding the following Subsection to Section 5.3 (b)(iv) thereto:

(c) If Declarant grants permission to consolidate two lots for the purpose of constructing one (1) Dwelling Unit on a Consolidated Lot, the Member owning the Consolidated Lot shall pay an amount equal to double the Annual Assessment of a Lot. Consequently, the Annual Assessment will be the same as if the Lots were not consolidated.

IN WITNESS WHEREOF, the undersigned Declarant of the WyndSOR Pointe Addition hereby certifies that this amendment was approved in accordance with the terms and provisions of the Declaration with any required notices properly given.

DECLARANT:

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

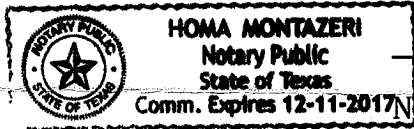
By: Stonebrook Realty Investment
Partners GP, Inc.,
a Texas corporation,
its General Partner

By: 
Steven M. McCraw, President

STATE OF TEXAS

COUNTY OF COLLIN

This instrument was acknowledge before me on the 7th day of April, 2015 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 limited liability company and limited partnership.



[Handwritten Signature]

Notary Public, State of Texas

CONSENT AGREEMENT

This Consent Agreement dated on this ___ of February, 2015 ("Agreement") is between Jason Camper ("Owner") 6542 Gerrard St. Frisco, TX 75034 on the one hand, and Stonebrook Realty Investment Partners, LTD a Texas limited partnership, Attention: John Tarlton, Junction Realty, Inc. d/b/a Junction Property Management, P.O. Box 810552, Dallas, TX 75381 ("Declarant"), on the other hand, and is being entered into in consideration of the following mutual covenants and benefits herein:

1. **PARTIES.**

(a) Owner is an individual who owns two lots within the subdivision known as the WyndSOR Pointe Addition located in Collin County, Texas. The two lots have respective addresses of 6542 Gerrard St. and 6526 Gerrard St., Frisco, TX 75034.

(b) Declarant is the owner and developer of certain real property located in Collin County, Texas known as the WyndSOR Pointe Addition ("Subdivision").

2. **AUTHORITY.**

(a) By and through Article IX of the fully executed Declaration of Covenants, Conditions and Restrictions for the Subdivision ("Declaration") executed on or about the 9th day of August, 2007, Declarant has the authority to provide express written consent to allow the consolidation of lots within the Subdivision into a single building location for the purpose of constructing one (1) Dwelling Unit on the consolidated Lots.

(b) By and through Article XIII of the Declaration, the Declarant has been appointed as each and every Owner, Member and Resident's attorney-in-fact by appointment through Power of Attorney to exercise, do or perform any act, right, power, duty or obligation whatsoever in connection with, arising out of, or relating to any matter whatsoever involving the Declaration and the Subdivision, including the complete and unfettered right and privilege to amend, change, revise, modify or delete portions of the Covenants, and each and every Owner, Member and Resident specifically and affirmatively authorizes and empowers the Declarant, utilizing the attorney-in-fact status of Declarant to undertake, complete and consummate any and all such amendments, changes, revisions, modifications or deletions as the Declarant (in its sole absolute discretion) shall deem reasonable and appropriate.

3. **REQUEST AND COVENANT.**

(a) Owner hereby expressly requests to consolidate his two lots as described in Section 1(a) of this Agreement and to do all things necessary to

consolidate the lots into a single building location for the purpose of constructing one (1) Dwelling Unit on the consolidated Lots.

(b) Owner covenants and agrees to remain obligated and to continue to pay the full Annual Assessment for each of his original two lots as if the lots had not been consolidated. Consequently, Owner's Annual Assessment shall be equal to double the Annual Assessment for one lot. Such obligation shall pass to any subsequent owners of the consolidated Lot as described in Section 5.3(b)(iv)(c) of the First Amendment to the Declaration.

3. CONSENT AND AGREEMENT.


Declarant hereby expressly consents and agrees to allow the Owner to consolidate his two aforementioned Lots as described in Section 1(a) of this Agreement into a single building location for the purpose of constructing one (1) Dwelling Unit on the consolidated Lots.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first set forth above.

AGREED TO AND ACCEPTED to as of the date first referenced above:

OWNER:

By: _____

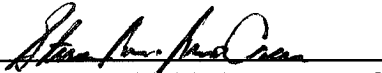

Jason Camper

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, President

OWNER'S CERTIFICATE

STATE OF TEXAS

COUNTY OF COLLIN

WHEREAS STONEBROOK REALTY INVESTMENT PARTNERS, LTD., is the owner of a tract of land in the City of Frisco, Collin County, Texas, being part of the JAMES BOLIN SURVEY, Abstract No. 32, and being part of the 35.12 acre tract of land described in deed to First Baptist Church of Frisco as recorded in Volume 4126, Page 1147 of the Land Records of Collin County, Texas and being more particularly described as follows:

COMMENCING at a five-eighths inch iron rod found in the north right-of-way line of Stonebrook Parkway (100 foot right-of-way at this point) for the southwest corner of a 10.00 acre tract of land described in deed to Corporation of the Episcopal Diocese of Dallas in Volume 5003, Page 3124 of the Land Records of Collin County, Texas;

THENCE with the north line of said Stonebrook Parkway Northwestery 34.49 feet along a curve to the left having a radius of 2250.00 feet, a central angle of 00 degrees 52 minutes 42 seconds, a tangent of 17.25 feet and a chord bearing and distance of North 64 degrees 55 minutes 17 seconds West, 34.49 feet to a one-half inch iron rod set at the POINT OF BEGINNING;

THENCE continuing with the north line of said Stonebrook Parkway the following:

Northwesterly 52.84 feet along a curve to the left having a radius of 2250.00 feet, a central angle of 01 degrees 20 minutes 44 seconds, a tangent of 26.42 feet and a chord bearing and distance of North 66 degrees 02 minutes 00 seconds West, 52.84 feet to a five-eighths inch iron rod found;

North 23 degrees 17 minutes 38 minutes East, 10.00 feet to a five-eighths inch iron rod found;

Northwesterly 1,526.40 feet along a curve to the left having a radius of 2260.00 feet, a central angle of 38 degrees 41 minutes 51 seconds, a tangent of 793.60 feet and a chord bearing and distance of North 86 degrees 03 minutes 17 seconds West 1,497.56 feet to a five-eighths inch iron rod found;

South 74 degrees 35 minutes 47 seconds West 133.81 feet to a five-eighths inch iron rod found in the east line of Sterling Ranch, Phase One, an addition to the City of Frisco as recorded in Cabinet L, Page 364 of the Map Records of Collin County Texas;

THENCE North 24 degrees 40 minutes 07 seconds East 822.89 feet, along the east line of said Sterling Ranch, Phase One and with the east line of Sterling Ranch, Phase Two, an addition to the City of Frisco, Collin County, Texas as recorded in Cabinet M, Page 8 of the Map Records of Collin County, Texas to a five-eighths inch iron rod found in the south line of a tract of land described in deed to Harvest Fund V, L.P., as recorded in Volume 6013, Page 1070;

THENCE with the south line of said Harvest Fund V, L.P. tract as follows:

South 67 degrees 29 minutes 57 seconds East, 519.48 feet to a five-eighths inch iron rod found;

North 24 degrees 39 minutes 39 seconds East, 300.23 feet to a five-eighths inch iron rod found;

South 67 degrees 34 minutes 19 seconds East, 899.75 feet to a five-eighths inch iron rod found at the northwest corner of said 10.00 acre tract;

THENCE South 07 degrees 52 minutes 21 seconds West, 474.60 feet with the west line of said 10.00 acre tract to a one-half iron rod set for corner;

THENCE South 24 degrees 14 minutes 44 seconds West, 116.88 feet to the POINT OF BEGINNING and containing 949,871 square feet or 21.806 acres of land.

Filed and Recorded
Official Public Records
Stacey Kemp, County Clerk
Collin County, TEXAS
04/28/2015 10:38:16 AM
\$42.00 DFOSTER
20150428000478050



Stacey Kemp