

AFTER RECORDING RETURN TO:

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**FIRST AMENDMENT TO THE DECLARATION
OF
COVENANTS, CONDITIONS AND RESTRICTIONS
FOR THE LOTS IN
GLENHOLLOW ESTATES
PHASE I AND II
A RESIDENTIAL PLANNED DEVELOPMENT**

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

INTRODUCTORY PROVISIONS

WHEREAS, the Declaration of Covenants, Conditions and Restrictions for the Lots in Glenhollow Estates, a Residential Planned Development, executed by Sterling Projects, Inc., a Texas corporation, as Declarant, on August 16, 1988, and filed of record on August 24, 1988, in Book 2926, Page 490 in the Official Public Records of Collin County, Texas (the "Phase I Declaration"); and

WHEREAS, the Declaration of Covenants, Conditions and Restrictions for the Lots in Glenhollow Estates Phase II, a Residential Planned Development, executed by Intervest-Glenhollow, Ltd., a Texas limited partnership, as Declarant, on December 9, 1992, and filed of record on December 9, 1992, as Instrument No. 19921209000870660 in the Official Public Records of Collin County, Texas (the "Phase II Declaration"); and

WHEREAS, the Declaration of Covenants, Conditions and Restrictions for the Lots in Glenhollow Estates Phase I and II, a Residential Planned Development, executed by Glen Hollow Estates Property Owners Association (the "Association"), on October 12, 2012, and filed of record on October 23, 2012, as Instrument No. 20121023001350210 in the Official Public Records of Collin County, Texas (the "Phase I and Phase II Declaration"); and

WHEREAS, the Phase I Declaration, the Phase II Declaration, and the Phase I and II Declaration, including all amendments and supplements thereto, are hereinafter, collectively referred to as the "Declaration"; and

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

WHEREAS, Article VIII, Section 1 of the Declaration authorizes the Association to change, amend or modify the Declaration by a majority of the total votes of the Association; and

WHEREAS, on February 28, 2019, at a meeting of the Members of Association, the following amendments to the Declaration were proposed and approved with the affirmative vote of Owners holding at least a majority of the total votes of the Association; and

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

- 1) Article V, Section 6(v) of the Declaration is hereby deleted and amended to read, in its entirety, as follows:

All fences shall be constructed of wood, stone, or masonry, or such other material approved, in writing, by the Architectural Control Committee. All fences shall be a maximum of eight (8) feet in height above the grade of the property. All fences constructed of wood pickets shall be of the flat picket design and such fences shall be capped with a wooden rail of similar material. The flat side shall face the front or visible side of each residence. If poles are visible to the front or visible side they must be covered by pickets, stone, or masonry, or other material consistent with the materials of the fence.

- 2) Article V of the Declaration is hereby amended to add Section 11 and to read, in its entirety, as follows:

Section 11 – Leasing and Occupancy Restrictions. In order to preserve the quality of life of Members and residents and the high standards of maintenance and care of the Common Area, and to promote the residence and/or leasing of a Lot or residence by responsible individuals, a Lot or residence may be leased in accordance with the following provisions:

- (a) General. A Lot or residence may be leased only in its entirety. The Owner must notify the Board of his or her intent to lease the Lot or residence. All leases shall be in writing and provide that the terms of the lease are subject to the provisions of the Declaration, Bylaws, Resolutions, Policies, Design Guidelines, Rules and Regulations, and any and all dedicatory instruments of the Association. The minimum lease term for the initial lease agreement is six (6) months. Leases may be renewed or extended provided that the Owner must notify the Board of his or her intent to renew or extend the lease on the Lot or residence. The Owner or lessee shall not assign or sub-let the rental or lease agreement. The Owner must make available to the lessee copies of*

the Declaration, Bylaws, Resolutions, Policies, Design Guidelines, Rules and Regulations, and any and all dedicatory instruments of the Association. The Owner must provide a copy of the lease to the Association. AN OWNER WHO FAILS TO SUBMIT THE INFORMATION REQUESTED HEREIN MAY NOT LEASE A LOT OR RESIDENCE AS SUCH FAILURE CONSTITUTES A VIOLATION. Notwithstanding the above, a lease-back to the seller of a Lot or residence of less than six (6) months is permitted if in connection with a sale of the Lot or residence.

- (b) Rule Making Authority. The Board is hereby authorized to promulgate, enforce and amend, from time to time, reasonable rules which govern the leasing of Lots or residences. The rules promulgated by the Board shall, when filed with the Office of the Collin County Clerk, serve to supplement this Declaration.*
- (c) Maximum Leases Allowed. No more than 20% of the Lots or residences may be leased at one time, unless otherwise provided by law.*
- (d) Notice of Intent to Lease. Whenever the Owner of a Lot or residence has received a bona fide offer to lease his or her Lot or residence and desires to accept such offer, the Owner shall give the Board written notice of his or her desire to accept such offer and provide, at the Owner's sole cost and expense, the following information to the Board:*
 - i. A copy of the rental or lease agreement; and*
 - ii. The name, and current address of the prospective lessee(s) and each prospective adult occupant (over age 18) along with current license plate numbers for all vehicles belonging to the prospective lessee(s) and occupants which will be parked in the Glen Hollow Estates subdivision.*

To assist the Owner in providing the information requested above, the Owner may complete the tenant

information form attached and incorporated herein as Exhibit A.

(e) Qualifications of Prospective Occupants and Lessees.

- i. **Occupancy.** The total number of occupants allowed to reside in or occupy a Lot or residence shall not exceed the maximum number of occupants allowed in a residential dwelling pursuant to any ordinance, code or regulation of the City of Plano.*
- ii. **Certain Criminals Prohibited.** Owner may not lease to or allow any person under a lease agreement to reside in or occupy a Lot or residence who has been convicted of any felony crimes involving crimes against persons; use of firearms; sex crimes; illegal drugs; robbery; aggravated robbery; murder; criminal gang activity; discharge of firearms; gambling; manufacture, sale or use of drugs; manufacture or sale of alcoholic beverages; prostitution; theft; burglary; larceny; destruction of property; or any crime involving a minor.*

THESE REQUIREMENTS DO NOT CONSTITUTE A GUARANTEE OR REPRESENTATION THAT LESSEES OR OCCUPANTS RESIDING WITHIN THE GLEN HOLLOW ESTATES SUBDIVISION HAVE NOT BEEN CONVICTED OF A CRIME OR ARE NOT SUBJECT TO DEFERRED ADJUDICATION FOR A CRIME.

- (f) Hardship. Notwithstanding any provision to the contrary, the Board shall be empowered to allow leasing in instances, as determined solely by the Board, upon written application by an Owner to avoid undue hardship. By way of illustration and not by limitation, circumstances which would constitute undue hardship are those in which (i) an Owner must relocate his or her Lot or residence and cannot, within ninety (90) days from the date the residence was placed on the market, sell the Lot or residence while offering it for sale at a reasonable price no greater than its current appraised*

market value; (ii) the Owner dies and the Lot or residence is being administered by his estate; (iii) the Owner takes a leave of absence or temporarily relocates and intends to return to reside in the residence; (iv) the Lot or residence is to be leased to a member of the Owner's immediate family, which shall be deemed to encompass children, grandchildren, grandparents, brothers, sisters, parents and spouses; (v) deployment or activity military duty status in any branch of the United States of America military. Those Owners who have demonstrated that the inability to lease their Lot or residence would result in undue hardship and have obtained the requisite approval of the Board may lease their Lot or residence for such duration as the Board reasonably determines is necessary to prevent undue hardship.

(g) Compliance with Declaration, Bylaws and Rules and Regulations. Each Owner shall cause all occupants of his Lot or residence to comply with the Governing Documents of the Association and shall be responsible for all violations and all losses or damage resulting from violations by such occupants, notwithstanding the fact that such occupants of the Lot or residence are fully liable and may be personally sanctioned for any violation. The Owner shall provide the lessee a copy of the governing documents of the Association.

(h) Grandfathering. With respect to a Lot or residence which is subject to a valid written lease as of the effective date hereof, the Owner's only obligation is to provide a copy of the current lease agreement. Notwithstanding this exemption for residences already subject to a valid written lease on the effective date hereof, upon termination, extension or renewal of that lease, the Owner must comply with this Section 11.

ALL OWNERS MUST PROVIDE A CURRENT LEASE AGREEMENT TO THE ASSOCIATION OR COMPLETE THE TENANT INFORMATION FORM. FAILURE TO PROVIDE A COPY OF THE LEASE AGREEMENT UPON REQUEST MAY SUBJECT THE OWNER TO A VIOLATION FINE FOR NONCOMPLIANCE.

(i) Noncompliance. Notwithstanding any proposed fine stated in the Association's enforcement or fine policy, violations of this Section 11 shall be levied on a daily basis and the minimum daily fine shall be up to \$250.00.

- 3) Article V of the Declaration is hereby amended to add Section 12 and to read, in its entirety, as follows:

Section 12 – Turf. All yards visible from the street, including front and side yards, must be sodded or grassed only using natural turf. Each Owner must keep all turf in a trimmed, neat, and attractive manner.

- 4) Article VIII, Section 2 of the Declaration is hereby deleted and amended to read, in its entirety, as follows:

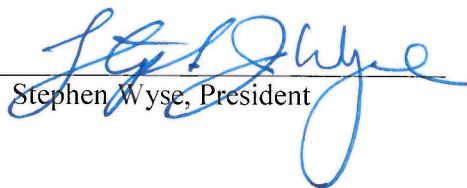
Section 2 – Enforcement. The Association's formal enforcement procedures include, but are not limited to, imposing sanctions, engaging in self-help, filing a notice of non-compliance, and filing suit for violation(s) of this Declaration (including any rules, guidelines or standards adopted pursuant to this Declaration) in accordance with and subject to the applicable procedures set forth in this Declaration, the Bylaws and applicable law, including Chapter 209 of the Texas Property Code, as amended. Specifically and unless the violation is deemed incurable, written notice and opportunity for a hearing must be given prior to the Association exercising its remedies if such notice and hearing is required by this Declaration, the Bylaws and applicable law, including Chapter 209 of the Texas Property Code, as amended. The Association or any Owner will have the right to enforce, by any proceeding at law

or in equity, all restrictions, conditions, covenants, reservations, liens and charges imposed now or in the future by the provisions of this Declaration. Failure of the Association or any Owner to enforce any covenant or restriction of this Declaration will in no event be deemed a waiver of the right to do so in the future. The City of Plano has no responsibility or obligation, express or implied, to enforce the Association's rules and regulations.

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 the Association 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 2nd day of April, 2019.

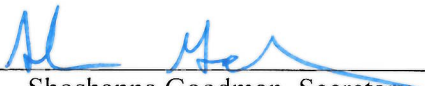
**GLEN HOLLOW ESTATES
PROPERTY OWNERS ASSOCIATION**

By: 
Stephen Wyse, President

**CERTIFICATION OF APPROVAL
OF THE
FIRST AMENDMENT TO THE DECLARATION
OF COVENANTS, CONDITIONS AND RESTRICTIONS
FOR THE LOTS IN
GLENHOLLOW ESTATES PHASE I AND II
A RESIDENTIAL PLANNED DEVELOPMENT**

I, Shoshanna Goodman, the duly-elected Secretary of Glen Hollow Estates Property Owners Association hereby certify:

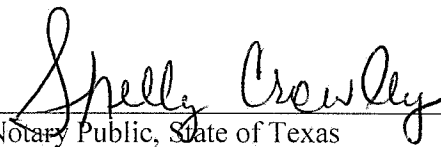
That the First Amendment to the Declaration of Covenants, Conditions and Restrictions for the Lots in Glenhollow Estates Phase I and II, a Residential Planned Development ("Declaration") was approved by the affirmative vote of Owners holding at least a majority of the total votes of Glen Hollow Estates Property Owners Association ("Association") at the duly-convened Meeting held on February 28, 2019, as evidenced and recorded in the records of the Association, 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: Shoshanna Goodman, Secretary

STATE OF TEXAS §
 §
COUNTY OF COLLIN §

BEFORE ME, the undersigned Notary Public, on this day personally appeared Stephen Wyse, the duly-elected President of Glen Hollow Estates Property Owners Association, 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 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 25th day of June, 2019.



Notary Public, State of Texas

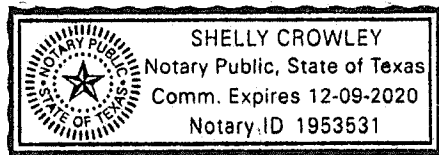


Exhibit A

GLEN HOLLOW ESTATES PROPERTY OWNERS ASSOCIATION
TENANT INFORMATION SHEET

PROPERTY ADDRESS: _____

PRIMARY TERM BEGINS AND ENDS AS FOLLOWS:

COMMENCEMENT DATE: _____ EXPIRATION DATE: _____

PROSPECTIVE TENANT'S NAME (FIRST, MIDDLE, LAST):

IS THERE A CO-APPLICANT? IF YES: NAME (FIRST, MIDDLE, LAST):

CONTACT INFORMATION FOR APPLICANT:

E-MAIL: _____

MOBILE PHONE: _____ HOME PHONE: _____ WORK PHONE: _____

CONTACT INFORMATION FOR ADDITIONAL OCCUPANT:

E-MAIL: _____

MOBILE PHONE: _____ HOME PHONE: _____ WORK PHONE: _____

NAME ALL OTHER PERSONS WHO WILL OCCUPY THE PROPERTY:

NAME: _____ RELATIONSHIP: _____ AGE: _____

NAME: _____ RELATIONSHIP: _____ AGE: _____

NAME: _____ RELATIONSHIP: _____ AGE: _____

LIST ALL VEHICLES TO BE PARKED ON THE PROPERTY:

YEAR: _____ MAKE: _____ MODEL: _____ LICENSE/STATE: _____

YEAR: _____ MAKE: _____ MODEL: _____ LICENSE/STATE: _____

LIST HOUSEHOLD PET TO BE KEPT ON THE PROPERTY:

TYPE and BREED: _____ WEIGHT: _____ NEUTERED: _____ DECLAWED: _____
VACCINATION/SHOTS CURRENT: _____

ACKNOWLEDGEMENT & REPRESENTATION:

- (1) Signing this Tenant Information Sheet, Owner affirms and acknowledges that he/she has, as part of the tenant selection process, performed necessary and appropriate due diligence inquiries on some or all of the following factors such as criminal history, credit history, current income, and rental history.
- (2) Owner affirms and represents that (i) a criminal background report for each prospective adult occupant of the Townhome has been conducted and reviewed, and (ii) the prospective adult occupant(s) do not violate Paragraph e(ii) of Section 11 titled "Leasing and Occupancy Restrictions" –

e(ii) Certain Criminals Prohibited. Certain Criminals Prohibited. Owner may not lease to or allow any person to reside in or occupy a Lot or residence who has been convicted of any felony crimes involving crimes against persons; use of firearms; sex crimes; illegal drugs; robbery; aggravated robbery; murder; criminal gang activity; discharge of firearms; gambling; manufacture, sale or use of drugs; manufacture or sale of alcoholic beverages; prostitution; theft; burglary; larceny; destruction of property; or any crime involving a minor.

- (3) Applicant represents that the statements in this Tenant Information Sheet are true and complete.
- (4) This Tenant Information Sheet shall not constitute a record of the Association and shall only be made available with the Owner's written approval or a court orders the Association to release the information.

OWNER: _____
(signature)

(print name)

DATE: _____

Exhibit B

EXHIBIT B

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

- All property subject to the **Declaration of Covenants, Conditions and Restrictions for the Lots in Glenhollow Estates, a Residential Planned Development**, filed of record on **August 24, 1988**, in **Book 2926, Page 490** in the **Official Public Records of Collin County, Texas**, including amendments and supplements thereto; and
- All property subject to the **Declaration of Covenants, Conditions and Restrictions for the Lots in Glenhollow Estates Phase II, a Residential Planned Development**, filed of record on **December 9, 1992**, as **Instrument No. 19921209000870660** in the **Official Public Records of Collin County, Texas**, including amendments and supplements thereto; and
- All property subject to the **Declaration of Covenants, Conditions and Restrictions for the Lots in Glenhollow Estates Phase I and II, a Residential Planned Development**, filed of record on **October 23, 2012**, as **Instrument No. 20121023001350210** in the **Official Public Records of Collin County, Texas**, including amendments and supplements thereto; and
- All property subject to the **Final Plat (2nd replat) of Midway Creek (Phase I)**, an Addition to the City of Plano, Collin County, Texas, according to the Plat recorded in **Cabinet G, Page 387** of the **Plat Records of Collin County, Texas**.