

**AMENDMENT
TO
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
FOR
CREEKVIEW LANDING**

This Amendment to the Declaration of Covenants, Conditions and Restrictions (the "CC&Rs") for Creekview Landing (this "Amendment") is made as of the 1st of July, 2012, by the Property Owner's Association of Creekview Landing ("the Declarant").

WITNESSETH:

WHEREAS, Creekview Landing Development, Inc. ("the Developer") placed certain restrictions on the Property by recording the CC&Rs for Creekview Landing, dated as of September 17, 2008, as recorded in the Official Public Records of Collin County, Texas, as Instrument No. 2008091700112300 ("the Declaration").

WHEREAS, the POA, as holder of more than fifty percent (50%) of the lots in Creekview Landing the Developer ceded control to the Property Owner's Association ("the POA" or "the Association") on April 6, 2011, the Association has the authority un the Declaration to make certain amendments to the Declaration.

WHEREAS, by a 2/3 majority vote taken on April 13, 2011, of the Association, the CC&Rs dated September 17, 2008, were restated and superseded by the CC&Rs dated November 14, 2011, as recorded in the Official Public Records of Collin County, Texas, as Instrument No. 20111129001285130.

WHEREAS, the POA Board of Officers ("the Board") acting on behalf of the Declarant, desired to amend the Declaration in order for the amendments to be consistent and in compliance with the Texas Property Code changes enacted by the 2011 Texas Legislature and supersedes the

CC&Rs dated March 14, 2012, as recorded in the Official Public Records of Collin County Texas as Instrument No. 20120314000297490 as follows:

WHEREAs the POA Board of Officers (“the Board”) acting on behalf of the Association desires to amend the Declaration by a 2/3 majority vote taken on June 1, 2012, for the clarification of the specific Section and Sub-sections as listed as follows:

The current stated rules in the following Sections and Sub-sections reads as follows:

Article XXI, Section 6, Animals, Livestock or Poultry

Section 6.1: Except as specifically permitted by this subparagraph, no animals, livestock or poultry of any kind shall be raised, bred or kept on the property except dogs, cats, or other common household pets.

Section 6.2: Animals may not be raised for commercial purposes or for food. It is the purpose of these provisions to restrict the use of the Property so that no person shall quarter on the premises cows, bees, hogs, pigs, sheep, guinea fowls, ducks, chickens, turkeys, emus, peacocks, ostriches, reptiles, tigers, large cats, skunks or any other animals that may interfere with the quietude, health or safety of the community.

Section 7.0: Horse Exemption

Section 7.1: Owners of Lots 1 through 5, Block E may keep one (1) horse or pony per one and one-half (1.5) acre home site, provided that said horse or pony is contained on the Owner’s Lot. No horse or pony shall be ridden, led or walked on any Common Areas, right-of-ways or roadside ditches in the subdivision.

The rules in the following Sections and Sub-sections are **amended** to read as follows:

Section 6.1: Except as specifically permitted by this subparagraph, no animals, livestock or poultry of any kind shall be raised, bred or kept on the property except dogs, cats, or other common household pets.

Section 6.2: Animals may not be raised for commercial purposes or for food. It is the purpose of these provisions to restrict the use of the Property so that no person shall quarter on the premises donkeys, cows, bees, hogs, pigs, sheep, guinea fowls, ducks, chickens, turkeys, emus, peacocks, ostriches, reptiles, tigers, large cats, skunks, exotic or non-traditional pets, or any other mammals, birds, fish, reptiles, or amphibians that may interfere with the quietude, health or safety of the community.

Section 7.0: Horse and Mule Exemption

Section 7.1: Owners of Lots 1 through 5, Block E may keep one (1) horse, pony or one mule per one and one-half (1.5) acre home site, provided that said horse, pony, or mule is contained on the Owner's Lot. No horse, pony, or mule shall be ridden, led or walked on any Common Areas, right-of-ways or roadside ditches in the subdivision.

CREEKVIEW LANDING PRPOERTY OWNERS' ASSOCIATION

BY: _____
John Becker, President

THE STATE OF TEXAS

COUNTY OF COLLIN

This instrument was acknowledged before me on _____ day of _____, 2013, by John Becker, President of the Creekview Landing Property Owners' Association, a Texas corporation, on behalf of said corporation.

Notary Public Signature