

Document Receipt Information

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Judd A. Austin, Jr., Esq.
Henry Oddo Austin & Fletcher, P.C.
1700 Pacific Avenue
Suite 2700
Dallas, Texas 75201

**EIGHTH AMENDMENT TO THE DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS
FOR SUNSET POINTE**

STATE OF TEXAS §
 §
COUNTY OF DENTON §

KNOW ALL MEN BY THESE PRESENTS:

THIS EIGHTH AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR SUNSET POINTE (this "Eighth Amendment") is made and entered into by SUNSET POINTE I, LTD., a Texas limited partnership ("Declarant") to be effective as of November 19, 2009. Scarborough Sunset III, L.P., a Texas limited partnership ("Scarborough") has joined in the Eighth Amendment to evidence its agreement to the terms hereof.

INTRODUCTORY PROVISIONS

WHEREAS, the Declaration of Covenants, Conditions and Restrictions for Sunset Pointe is recorded in Volume 5419, Page 6455, et seq. of the Official Public Records of Denton County, Texas (the "Declaration"); and

WHEREAS, the Declaration was subsequently amended by the following instruments:
(i) the First Amendment to the Declaration of Covenants, Conditions and Restrictions for Sunset Pointe, recorded as Instrument No. 2003-200359 in the Official Public Records of Denton County, Texas (the "First Amendment"); (ii) the Second Amendment to the Declaration of

Covenants, Conditions and Restrictions for Sunset Pointe, recorded as Instrument No. 2004-0176438 in the Official Public Records of Denton County, Texas (the "Second Amendment"); (iii) the Third Amendment to the Declaration of Covenants, Conditions and Restrictions for Sunset Pointe, recorded as Instrument No. 2004-130748 in the Official Public Records of Denton County, Texas (the "Third Amendment"); (iv) the Fourth Amendment to the Declaration of Covenants, Conditions and Restrictions for Sunset Pointe, recorded as Instrument No. 2007-14945 in the Official Public Records of Denton County, Texas (the "Fourth Amendment"); (v) the Fifth Amendment to the Declaration of Covenants, Conditions and Restrictions for Sunset Pointe, recorded as Instrument No. 2007-141310 in the Official Public Records of Denton County, Texas (the "Fifth Amendment"); (vi) the Sixth Amendment to the Declaration of Covenants, Conditions and Restrictions for Sunset Pointe, recorded as Instrument No. 2008-19679 in the Official Public Records of Denton County, Texas (the "Six Amendment"); and (vii) the Seventh Amendment to the Declaration of Covenants, Conditions and Restrictions for Sunset Pointe, recorded as Instrument No. 2008-112466 in the Official Public Records of Denton County, Texas (the "Seventh Amendment"); and

WHEREAS, the Declaration, the First Amendment, the Second Amendment, the Third Amendment, the Fourth Amendment, the Fifth Amendment, the Six Amendment, and the Seventh Amendment are hereinafter referred to, collectively, as the "Sunset Pointe Declaration."

WHEREAS, the Sunset Pointe Declaration affects certain tracts or parcels of real property in Denton County, Texas, more particularly described on Exhibit "A" attached hereto and incorporated herein by reference for all purposes (the "Property"); and

WHEREAS, under Article XV, Section 15.02 of the Sunset Pointe Declaration, the terms and conditions thereof may be amended upon obtaining the express written consent of a least fifty-one percent (51%) of the outstanding votes of the Members of the Two Sunset Pointe Homeowners' Association, Inc. (the "Association"); and

WHEREAS, the following amendments to the Sunset Pointe Declaration have been approved by Declarant, as evidenced by its signature below, who holds no less than fifty-one percent (51%) of the outstanding votes of the Members of the Association.

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

(a) A new Section 11.17 is added to Article XI of the Sunset Pointe Declaration is amended to read, in its entirety, as follows:

Section 11.17 Architectural Committee Review of Scarborough Lots.

With respect to original construction only on all Lots purchased by Scarborough which are subject to the Declaration ("Scarborough Lots"), whether or not Scarborough is still the owner of such Lots, and so long as Declarant or an affiliate of Declarant has the right to appoint the Committee, all plans and specifications submitted for review shall be approved or denied by the Committee within fifteen (15) days from the date of submission or same shall be deemed approved. In order for the deemed approval provision of this Section 11.17 to be effective, all plans and specifications on Scarborough Lots must be submitted to the Committee at the following address: 4050 W. Park Blvd., Plano TX 75093. Declarant has the right to change the address where plans and specifications are sent for review without amending the Declaration by sending written notice of such change, by certified mail, return receipt requested, to Scarborough Sunset III, L.P., Attn: James R. Feagin, 16380 Addison Road, Addison, Texas 75001. In the event the Committee denies a set of plans and specifications submitted for review on a Scarborough Lot, the Committee must reference a specific provision in the Declaration, together with any amendments thereof, or the Design Guidelines,

as the basis for denial of such plans and specifications.

(b) Section 15.18.2 of Article XV of the Sunset Pointe Declaration is amended to read, in its entirety, as follows:

15.18.2 Notwithstanding anything contained herein to the contrary, as long as a Lot is owned by a Bulk Purchaser (as defined in the Fifth Amendment), such Lot shall not be subject to Assessments (Maintenance Assessments and Special Assessments), transfer fees or working capital contributions, whether such Lot was purchased from Declarant or any other party. Moreover, a Bulk Purchaser will not be liable to the Association for Assessments (Maintenance Assessments and Special Assessments), transfer fees or working capital contributions (and Lots owned by a Bulk Purchaser, including Scarborough, will not accrue or be subject to Assessments, transfer fees or working capital contributions). Upon the sale of a Lot by a Bulk Purchaser, such Lot shall thereupon be subject to Assessments (Maintenance Assessments and Special Assessments), transfer fees or working capital contributions to the extent first accruing subsequent to the sale by the Bulk Purchaser. The working capital contribution and transfer fee will be due at closing upon the sale of a Lot owned by a Bulk Purchaser to a third-party. For purposes of Section 5.18, Scarborough is a Bulk Purchaser.

The terms and provisions of the Sunset Pointe Declaration, except as modified herein, are hereby declared to be in full force and effect with respect to the Property. The Property shall continue to be held, occupied, sold and conveyed subject to the terms and conditions of the Sunset Pointe Declaration and this Eighth Amendment, which shall run with title to the Property and are binding on all parties having any right, title or interest in and to the Property or any part thereof, including their heirs, representatives, successors, transferees and assigns, and shall inure to the benefit of each Owner thereof.

Effect of Scarborough's Consent to this Eighth Amendment: By executing

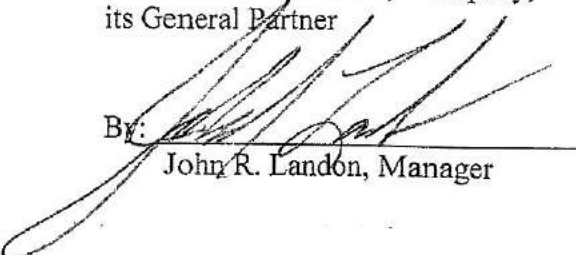
this Eighth Amendment, Scarborough consents to the Sixth Amendment, recognizes the effectiveness of the Sixth Amendment as of February 19, 2008, and acknowledges that Sunset Point I, Ltd. is and has been the Declarant since February 19, 2008. Moreover, Scarborough consents to the Seventh Amendment and recognizes the effectiveness of the Seventh Amendment as of September 15, 2008. However, as provided in Section 15.18.1 of the Declaration (as adopted by the Fifth Amendment), Scarborough reserves the right to approve all other modifications to the Declaration, and as provided in the Agreement Regarding the Declaration of Covenants, Conditions and Restrictions for Sunset Pointe Subdivision recorded as Instrument No. 2009-15139 of the Official Public Records of Denton County, Texas (the "*Agreement Regarding Declaration*"), Scarborough reserves the right to approve all other modifications to the Design Guidelines.

IN WITNESS WHEREOF, this Eighth Amendment has been duly executed by the parties hereto to be effective as of the date set forth above and constitutes a certification that the requirements of Article XV, Section 15.02 of the Sunset Pointe Declaration have been met authorizing this Eighth Amendment.

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**SUNSET POINTE I, LTD.,
a Texas limited partnership**

By: Landon Development Company, LLC,
a Texas limited liability company,
its General Partner

By: 
John R. Landon, Manager

**SCARBOROUGH SUNSET III, L.P.,
a Texas limited partnership**

By: Scarborough Sunset III GP, LLC,
a Texas limited liability company,
its General Partner

By: 
James R. Feagin, Manager

STATE OF TEXAS §
 §
COUNTY OF COLLIN §

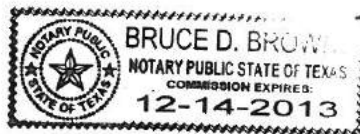
This instrument was acknowledged before me on the 9th day of APRIL, 2010, by John R. Landon, Manager for Landon Development Company, LLC, a Texas limited liability company, as General Partner for Sunset Pointe I, Ltd., a Texas limited partnership, on behalf of such limited liability company and limited partnership.

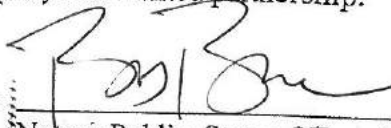



Notary Public, State of Texas

STATE OF TEXAS §
 §
COUNTY OF Dallas §

This instrument was acknowledged before me on the 19th day of April, 2010, by James R. Feagin, Manager for Scarborough Sunset III GP, LLC, a Texas limited liability company, as General Partner for Scarborough Sunset III, L.P., a Texas limited liability partnership, on behalf of such limited liability company and limited partnership.





Notary Public, State of Texas