

SEWING TITLE OF No. 0711790 -BDMR

AFTER RECORDING, RETURN TO:

Scambrongh Sunset III, L.P., Attn: Bruce Browne  
16380 Addison Road

THE STATE OF TEXAS

§

Addison, TX 75001

COUNTY OF DENTON

§

KNOW ALL PERSONS BY THESE PRESENTS:

§

**FIFTH AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR SUNSET POINTE SUBDIVISION**

THIS FIFTH AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR SUNSET POINTE SUBDIVISION (this "Amendment") is made this 16 day of November, 2007 by LENNAR HOMES OF TEXAS LAND AND CONSTRUCTION, LTD., a Texas limited partnership ("Lennar").

WHEREAS, Lennar is the Declarant under that certain Declaration of Covenants, Conditions and Restrictions for Sunset Pointe Subdivision (as amended, the "Declaration") dated September 10, 2003, recorded in Volume 5419, Page 6465 of the Real Property Records of Denton County, Texas, as amended pursuant to that certain First Amendment to Declaration of Covenants, Conditions and Restrictions for Sunset Pointe Subdivision dated October 31, 2003, recorded as Instrument No. 2003-200359 in the Real Property Records of Denton County, Texas, that certain Second Amendment to Declaration of Covenants, Conditions and Restrictions for Sunset Pointe Subdivision recorded October 5, 2004 as Instrument No. 2004-130748 in the Real Property Records of Denton County, Texas, that certain Third Amendment to Declaration of Covenants, Conditions and Restrictions for Sunset Pointe Subdivision recorded December 21, 2006 as Instrument No. 2006-154959 in the Real Property Records of Denton County, Texas, and that certain Fourth Amendment to Declaration of Covenants, Conditions and Restrictions for Sunset Pointe Subdivision recorded February 6, 2007 as Instrument No. 2007-14945 of the Real Property Records of Denton County, Texas, regarding certain real property more particularly described in the Declaration, reference to which is hereby made for all purposes (the "Property"). Capitalized terms which are not otherwise defined herein shall have the meanings set forth in the Declaration.

WHEREAS, the Declaration may be amended upon obtaining the express written consent of at least fifty-one percent (51%) of the outstanding votes of the Members of the Two Sunset Pointe Homeowners' Association, Inc. ("Association").

WHEREAS, pursuant to Section 15.17 of the Declaration, Sunset Pointe I, Ltd., a Texas limited partnership ("SPI"), assigned and delegated all voting and related rights of SPI under the Declaration to Lennar.

WHEREAS, Lennar having the right to vote no less than fifty-one percent (51%) of the outstanding votes of the Members of the Association, including votes associated with lots owned by SPI as permitted pursuant to Section 15.17 of the Declaration, has consented to and desires to amend the Declaration in accordance with the provisions of this Amendment.

NOW, THEREFORE, in consideration of the premises and the mutual promises hereinafter set forth and for other consideration, the receipt and sufficiency of which are hereby acknowledged, Lennar hereby amends the Declaration as follows:

1. Bulk Purchaser.

(a) The definition of "Bulk Purchaser" is hereby added to Article I as follows:

"Bulk Purchaser" shall mean a party to which Declarant sells all or substantially all Lots owned by Declarant or a party related to Declarant in any phase of developed Lots within the Property as designated in Declaration, and for purposes hereof shall include Scarborough Sunset Partners III, L.P."

(b) The following is added to the end of the Declaration as Section 15.18:

"15.18 Bulk Purchaser. In the event Declarant sells Lots to a Bulk Purchaser, the following shall apply (notwithstanding such sale):

15.18.1 Declarant shall obtain the approval of Bulk Purchaser prior to any modification to the Declaration. For purposes of payment of dues, fees, Assessments and working capital contributions, a Bulk Purchaser shall be deemed a Class B member and for purposes of voting rights, a Bulk Purchaser shall be deemed a Class A member. Upon the conveyance of a Lot by a Bulk Purchaser to a third party, the voting rights associated with the applicable Lot shall be that of a Class A member and such transferee shall pay all dues, fees, Assessments and working capital contributions related to such Lot; and

15.18.2 Notwithstanding anything contained in the Declaration to the contrary, in no event shall a Bulk Purchaser be required to pay Assessments (including but not limited to Maintenance Assessments or Special Assessments), any dues, any transfer fees or any working capital contributions; provided, however, upon Bulk Purchaser's sale of a Lot to a third party, such third party shall be required to pay all dues, transfer fees and working capital contributions applicable to such Lot; and ] \*

15.18.3 The Bulk Purchaser shall not be deemed the Declarant nor shall it have any of the rights or obligations of Declarant under the Declaration. Notwithstanding a transfer to a Bulk Purchaser, Declarant shall continue to have all obligations required of Declarant under the Declaration."

2. Severability. If any term or provision of this Amendment or the application of it to any person or circumstance shall to any extent be invalid or unenforceable, the remainder of this Amendment or the application of such term or provision to persons or circumstances, other than those as to which it is invalid or unenforceable, shall not be affected thereby, and each term and provision of this Amendment shall be valid and shall be enforced to the extent permitted by law.

3. Entire Agreement. Except as amended by this Amendment, the Declaration remains in full force and effect in accordance with its terms. In construing the provisions of this Amendment and whenever the context so requires, the use of a gender shall include all other genders, the use of the singular shall include the plural, and the use of the plural shall include the singular.

EXECUTED to be effective as of the date first written above.

LENNAR:

LENNAR HOMES OF TEXAS LAND AND CONSTRUCTION, LTD., a Texas limited partnership

By: LENNAR TEXAS HOLDING COMPANY, a Texas corporation, its general partner

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

STATE OF TEXAS §  
COUNTY OF DALLAS §

Before me, the undersigned authority, on this day personally appeared JACK DANKON Vice President of Lennar Texas Holding Company, a Texas corporation, general partner of LENNAR HOMES OF TEXAS LAND AND CONSTRUCTION, LTD., a Texas limited partnership, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration herein expressed.

Given under my hand and seal of office the 16 day of November 2007.

\_\_\_\_\_  
NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS

My Commission Expires: \_\_\_\_\_

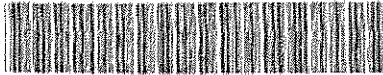
\_\_\_\_\_  
Printed Name of Notary

\_\_\_\_\_  
Printed Name of Notary



RECEIVED  
MAR 17 2008  
BY: J.S.

Denton County  
Cynthia Mitchell  
County Clerk  
Denton, Tx 76202



762007 60141310

Instrument Number: 2007-141310

As

Recorded On: December 06, 2007

Amendment

Parties: LENNAR HOMES OF TEXAS LAND AND CONST LTD

Billable Pages: 4

To

Number of Pages: 4

Comment:

( Parties listed above are for Clerks reference only )

\*\* Examined and Charged as Follows: \*\*

Amendment	23.00
Total Recording:	23.00

\*\*\*\*\* DO NOT REMOVE THIS PAGE IS PART OF THE INSTRUMENT \*\*\*\*\*

Any provision herein which restricts the Sale, Rental or use of the described REAL PROPERTY because of color or race is invalid and unenforceable under federal law.

File Information:

Document Number: 2007-141310

Receipt Number: 441131

Recorded Date/Time: December 06, 2007 10:50:47A

Record and Return To:

SENDER TITLE INC

3901 AIRPORT FRWY STE 210

BEDFORD TX 76021

User / Station: C Robinson - Cash Station 1



THE STATE OF TEXAS )  
COUNTY OF DENTON )

I hereby certify that this instrument was FILED in the file number sequence on the date/time printed herein, and was duly RECORDED in the Official Records of Denton County, Texas.

C Mitchell

County Clerk  
Denton County, Texas