



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

- 1) All capitalized terms used in this Seventh Amendment, to the extent not otherwise expressly defined herein, shall have the same meanings ascribed to such terms in the Declaration.
- 2) The Residential Design Guidelines for Sunset Pointe Version 10.18.04 are hereby modified as follows:

- a) The first 3 paragraphs of Section IIID.3. are hereby modified as follows:

The Minimum living area square footage of dwelling units on all Type I lots shall be 1400 square feet **with no maximum.**

The Minimum living area square footage of dwelling units on all Type II lots shall be 1600 square feet **with no maximum.**

The Minimum living area square footage of dwelling units on all Type III lots shall be 2000 square feet.

- b) The 3<sup>rd</sup> sentence of the 2<sup>nd</sup> paragraph of Section IIID.6. is hereby modified as follows:

Asphalt shingles shall be a minimum of three-ply **20-year** shingles subject to ARC approval.

- c) Section IIID.9. is hereby modified with the following addition:

**Solar screens do not require prior ARC approval so long as the colors of such solar screens are brown, black or brown/black in nature. Colors other than those noted in the prior sentence require prior ARC approval before potential installation.**

- d) The 5<sup>th</sup> sentence of Section IIID.17. is hereby modified with the following addition:

**Except for: (i) model home uses approved by the Declarant, or (ii) innovative products previously approved by the ARC based on considerations such as technological advances, all in ground up landscape lighting in the front yard (except porches) of a Lot shall be mercury vapor and produce a "moonlit" effect.**

- e) The 2<sup>nd</sup> and 4<sup>th</sup> sentences of Section IIIE.7. are hereby modified to delete the references to side yards such that **portable freestanding basketball goals are no longer allowed in side yards.**

- f) The 2<sup>nd</sup> sentence of Section IIIE.8. is hereby deleted and replaced as follows:

**The satellite dish shall be mounted on the roof or the side of the home. Pole mounted antennas are permitted provided that they are installed in the rear yard and are NOT visible from public view.**

- g) Section IIIE.10. is hereby modified with the following addition:

Only in-ground pools, however, will be considered except that inflatable pools (generally used by young children) are permitted (if less than 2' deep and 10' diameter) and are not subject to ARC approval. No permanent above-ground pools will be permitted.

- h) Section III E.14. is hereby modified with the following addition:

All builders are encouraged to provide address numbers permanently incorporated into the design of the home (e.g., cast stone inserts) and located to be clearly visible on either side of the garage of the home.

- i) Section III E.16. is hereby added as follows:

**16. Trash Cans**

Trash cans and recycling bins shall be placed behind the front building line of the Lot. They shall be stored in the garage, in the rear yard behind the fence or screened in the side yard beyond the A/C unit. Storing trash cans and/or recycling bins in the front yard of the Lot or visible from public view is NOT permitted.

- j) Section III E.17. is hereby added as follows:

**17. Flags/Flagpoles/Spirit Signs/Seasonal Banners**

Displays of patriotism and school pride are encouraged within reason and decorum. Each Owner is permitted to mount one temporary flagstaff (not to exceed 6' length and 4" diameter) on the front, rear or side of the home. No roof-mounted or pole-mounted flagstaff is allowed. Multiple flag configurations and any flagstaff in excess of 6' length and 4" diameter must be approved by the ARC. An Owner may use the flagstaff to post non-offensive or non-defamatory nationality ensigns, pennants or banners that contain no more than 24 square feet of material. A flagstaff that is temporary (no more than 7 days) and attached to a front pillar or front wall of a home and which does not exceed 6' length does not require ARC approval. Flagpoles that are used for marketing purposes by builders at model homes are excluded from these provisions so long as they comply with City requirements.

- k) The 2<sup>nd</sup> and 3<sup>rd</sup> sentences of the 2<sup>nd</sup> paragraph of Section III F.2. are hereby modified to apply only to the initial construction on Type III and Type IV Lots and to any revisions done on all Lots that previously had or then currently has a home thereon; however, builders are encouraged to follow the guidelines of such 2<sup>nd</sup> and 3<sup>rd</sup> sentences even in their initial construction of homes on Type I and Type II Lots.

- l) Section III F.7. is hereby modified with the following addition as the new 2<sup>nd</sup> sentence therein:

Except where wrought iron fences have been installed by the Declarant or a builder (generally near common areas) in accordance with the provisions hereinbelow, all rear yards shall be screened from public view.

- m) The former 12<sup>th</sup> sentence is hereby modified and becomes the new 13<sup>th</sup> sentence of Section III F.7. as follows:

Lots 1-4 of Block 42 in Phase 11 and all Lots in Phases 17 & 18 will not be required to have wrought iron (or similar ornamental metal) fencing.

- n) Section III.F.7. is hereby modified with the following additions:

**Any change by an Owner to the original fence location or material provided by a builder will require approval from the ARC. Since most Lots with homes built thereon share a boundary fence with adjoining Lots, any change to the original location or material originally provided by a builder must have the prior written approval of all adjoining neighbors who are impacted by such proposed change. Any boundary fence shared by another Owner that falls into disrepair or requires maintenance shall be maintained by all Owners that share the fence and the expenses associated with the maintenance and/or repair shall be shared equally by all such Owners. Owners shall use their best efforts to complete such repairs within 1 month of the occurrence of the event that caused the need for such repair. Fences are required to be stained or treated to prolong the life of the fence and to maintain the visual integrity of the community. Acceptable semi-transparent stain colors include: Clear, Natural Cedar, Honey Gold Cedar or Natural Redwood semi-transparent stain. Paint, solid stains and latex are not acceptable. Gates should be compatible to fencing in design, material, height and color. A single gate width on any fence shall not exceed four (4) feet. Two gates of equal size may be adjoined to form a double gate but shall not exceed eight (8) feet in width. Double gates require ARC approval.**

- o) The 2<sup>nd</sup> sentence of Section III.J.2. is hereby modified as follows:

**All vehicles shall be parked so as not to: (i) impede traffic, mail delivery or ingress/egress of a resident's driveway, or (ii) damage surrounding natural landscape.**

- p) Section III.J.2. is hereby modified with the following addition as the new 4<sup>th</sup> sentence therein:

**Parking and/or storing of contractor or subcontractor's vehicles, trailers and equipment after normal working hours within areas of the community that are within 150' of occupied homes is prohibited.**

- 3) Except as set forth herein, the terms and conditions of the Declaration, as amended, shall continue in full force and effect and are hereby ratified in their entirety.
- 4) In the event of any conflict or inconsistency between this Seventh Amendment and the provisions of the Declaration, the provisions of this Seventh Amendment shall govern and control to the extent of such conflict or inconsistency.

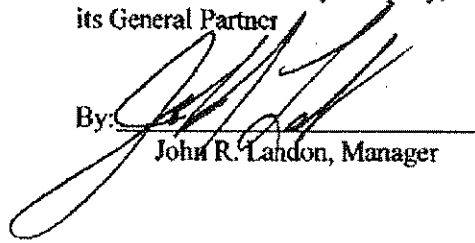
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Executed to be effective as of the date first written above.

**DECLARANT/SPI:**

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

STATE OF TEXAS §  
COUNTY OF COLLIN §

The foregoing instrument was acknowledged before me on the 13<sup>th</sup> day of October, 2008 by John R. Landon, Manager of Landon Development Company, L.L.C., a Texas limited liability company, the general partner of SUNSET POINTE I, LTD., a Texas limited partnership, known to me to be the person whose name is subscribed to the foregoing instrument.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this 13<sup>th</sup> day of October, 2008.

[NOTARY SEAL]

  
Notary Public in and for the State of Texas

**AFTER RECORDING, RETURN TO:**

Sunset Pointe I, Ltd.  
5800 Granite Parkway, Suite 210  
Plano, Texas 75024



\*\*\*\* Electronically Filed Document \*\*\*\*

Denton County  
Cynthia Mitchell  
County Clerk

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\*\*\*\*\* 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.



THE STATE OF TEXAS  
COUNTY OF DENTON

I hereby certify that this instrument was FILED in the File Number appears on the desktop printed herein, and was duly RECORDED in the Official Records of Denton County, Texas

*C Mitchell*

County Clerk  
Denton County, Texas