

COPY

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

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

This Sixth Amendment to Declaration of Covenants, Conditions and Restrictions for Sunset Pointe (this "Sixth Amendment") is made to be effective as of the 19th day of February, 2008, by LENNAR HOMES OF TEXAS LAND AND CONSTRUCTION, LTD., a Texas limited partnership (the "Declarant"), and Sunset Pointe I, Ltd., a Texas limited partnership ("SPI").

RECITALS:

WHEREAS, Declarant and SPI executed that certain Declaration of Covenants, Conditions and Restrictions for Sunset Pointe dated to be effective as of September 10, 2003, and recorded in Volume 5419, Page 6455, et seq. of the Real Property Records of Denton County, Texas (the "Original Declaration"), for the purpose of imposing certain covenants, conditions, and restrictions upon the Property as described therein, which Original Declaration was subsequently amended by (i) that certain First Amendment to the Declaration of Covenants, Conditions and Restrictions for Sunset Pointe, recorded as Instrument No. 2003-200359 in the Real Property Records of Denton County (the "First Amendment"), (ii) that certain Second Amendment to the Declaration of Covenants, Conditions and Restrictions for Sunset Pointe, recorded as Instrument No. 2004-0176438 in the Real Property Records of Denton County (the "Second Amendment"), (iii) that certain Third Amendment to the Declaration of Covenants, Conditions and Restrictions for Sunset Pointe, recorded as Instrument No. 2004-130748 in the Real Property Records of Denton County (the "Third Amendment"), (iv) that certain Fourth Amendment to the Declaration of Covenants, Conditions and Restrictions for Sunset Pointe, recorded as Instrument No. 2007-14945 in the Real Property Records of Denton County (the "Fourth Amendment"), and (v) that certain Fifth Amendment to the Declaration of Covenants, Conditions and Restrictions for Sunset Pointe, recorded as Instrument No. 2007-141310 in the Real Property Records of Denton County (the "Fifth Amendment"); the Original Declaration, the First Amendment, the Second Amendment, the Third Amendment, the Fourth Amendment and the Fifth Amendment are collectively referred to herein as the "Declaration"; and

WHEREAS, pursuant to Section 15.02 of the Declaration, the Declaration may be amended and/or changed in part upon obtaining the express written consent of at least fifty-one (51%) of the outstanding votes of the Members (as defined in the Declaration) of the Association (as defined in the Declaration); and

WHEREAS, this Sixth Amendment has been approved by Declarant and SPI, as evidenced by their signatures below, who hold no less than fifty-one percent (51%) of the outstanding votes of the Members of the Association; and



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

1. All capitalized terms used in this Sixth Amendment, to the extent not otherwise expressly defined herein, shall have the same meanings ascribed to such terms in the Declaration.

2. Section 1.10 is hereby deleted in its entirety and is replaced with the following for all purposes of the Declaration:

"Section 1.10 "Declarant" shall mean and refer to SPI and the successors and assigns (if any) with respect to the voluntary disposition of all or substantially all of the assets of SPI in and to the Property, where such voluntary disposition of right, title and interest expressly provides for the transfer and assignment of the rights of SPI as "Declarant". No person or entity purchasing the Property or any part thereof from SPI in the ordinary course of business shall be considered as Declarant."

3. Section 15.17 is hereby deleted in its entirety.

4. 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.

5. In the event of any conflict or inconsistency between this Sixth Amendment and the provisions of the Declaration, the provisions of this Sixth Amendment shall govern and control to the extent of such conflict or inconsistency.

[THE BALANCE OF THIS PAGE INTENTIONALLY LEFT BLANK]

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

DECLARANT:

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

By: Lennar Texas Holding Company,
a Texas corporation,
its general partner

By: 
Jack Dawson, Vice President

SPI:

SUNSET POINTE I, LTD.,
a Texas limited partnership

By: Lennar Texas Holding Company,
a Texas corporation,
its general partner

By: 
Jack Dawson, Vice President

By: Landon Development Company, L.L.C.,
a Texas limited liability company,
its general partner

By: 
John Landori, Manager



STATE OF TEXAS §
 §
COUNTY OF COLLIN §

BEFORE ME, the undersigned authority, a Notary Public, on this day personally appeared Jack Dawson, Vice President of Lennar Texas Holding Company, a Texas corporation, the 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 purpose and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this 19th day of February, 2008.

[SEAL]



My Commission Expires:

Joan P. Widby
Notary Public in and for the State of Texas

STATE OF TEXAS §
 §
COUNTY OF COLLIN §

BEFORE ME, the undersigned authority, a Notary Public, on this day personally appeared Jack Dawson, Vice President of Lennar Texas Holding Company, a Texas corporation, 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, and acknowledged to me that he executed the same for the purpose and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this 19th day of February, 2008.

[SEAL]



My Commission Expires:

Joan P. Widby
Notary Public in and for the State of Texas

MA

STATE OF TEXAS §
 §
COUNTY OF COLLIN §

BEFORE ME, the undersigned authority, a Notary Public, on this day personally appeared 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, and acknowledged to me that he executed the same for the purpose and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this 19th day of February, 2008.

[SEAL]

Sherry Kelly Martino
Notary Public in and for the State of Texas

My Commission Expires:

1/24/10



AFTER RECORDING, RETURN TO:

BELLINGER & DEWOLF, L.L.P.
10000 N. Central Expressway, Suite 900
Dallas, Texas 75231
Attention: Glen A. Bellinger

ML

RECEIVED
MAR 18 2008
BY: *h.l.*

Denton County
Cynthia Mitchell
County Clerk
Denton, Tx 76202



70 2008 00015679

Instrument Number: 2008-19679

Recorded On: February 26, 2008

6th As
Amendment

Parties: LENNAR HOMES OF TEXAS LAND AND CONSTRUCTION

Billable Pages: 6

To

Number of Pages: 6

Comment:

(Parties listed above are for Clerks reference only)

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

Amendment	31.00
Total Recordings:	31.00

***** 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: 2008-19679
Receipt Number: 461860
Recorded Date/Time: February 26, 2008 01:10:03P

Record and Return To:

BELLINGER & DEWOLF LLP
10000 N. CENTRAL EXPRESSWAY STE 900
DALLAS TX 75231

User / Station: M Boutwell - Cash Station 3



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