

Denton County  
Juli Luke  
County Clerk

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Instrument Number: 127847

ERecordings-RP

MISCELLANEOUS

Recorded On: July 15, 2021 03:04 PM

Number of Pages: 6

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" Examined and Charged as Follows: "

Total Recording: \$46.00

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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.

**File Information:**

Document Number: 127847  
Receipt Number: 20210715000698  
Recorded Date/Time: July 15, 2021 03:04 PM  
User: Ronnie J  
Station: Station 38

**Record and Return To:**

Simplifile



STATE OF TEXAS  
COUNTY OF DENTON

I hereby certify that this Instrument was FILED In the File Number sequence on the date/time printed hereon, and was duly RECORDED in the Official Records of Denton County, Texas.

Juli Luke  
County Clerk  
Denton County, TX

**TENTH SUPPLEMENT TO THE  
CERTIFICATE AND MEMORANDUM OF RECORDING  
OF DEDICATORY INSTRUMENTS FOR  
TWO SUNSET POINTE HOMEOWNERS' ASSOCIATION, INC.  
[Waiver Policy]**

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

**THIS TENTH SUPPLEMENT TO THE CERTIFICATE AND MEMORANDUM OF RECORDING OF DEDICATORY INSTRUMENTS FOR TWO SUNSET POINTE HOMEOWNERS' ASSOCIATION, INC.** (this "Tenth Supplement") is made this 24 day of JUNE, 2021, by Two Sunset Pointe Homeowners' Association, Inc. (the "Association").

**WITNESSETH:**

**WHEREAS**, Lennar Homes of Texas Land and Construction, Ltd. and Sunset Point I, Ltd. adopted and recorded that certain Declaration of Covenants, Conditions and Restrictions for Sunset Pointe on or about September 17, 2003 as Document No. 2003-R0156536 at Volume 5419, Page 6465 *et seq.* as Instrument No. 2008-00001521 of the Real Property Records of Denton County, Texas (the "Declaration"); and

**WHEREAS**, the Association is the property owners' association created by the Declarant to manage and govern the planned unit development established by the Declaration, which development is more particularly described in the Declaration; and

**WHEREAS**, Section 202.006 of the Texas Property Code provides that a property owners' association must file each dedicatory instrument governing the association that has not been previously recorded in the real property records of the county in which the development is located; and

**WHEREAS**, on or about February 6, 2007, the Association filed a Certificate and Memorandum of Recording of Dedicatory Instruments as Document No. 2007-14878 of the Real Property Records of Denton County, Texas (the "Certificate"); and

**WHEREAS**, on or about February 6, 2011, the Association filed a First Supplemental Certificate and Memorandum of Recording of Dedicatory Instruments as Document No. 2014-10747 of the Real Property Records of Denton County, Texas (the "First Supplement"); and

**WHEREAS**, on or about February 7, 2014, the Association filed a Second Supplemental Certificate and Memorandum of Recording of Dedicatory Instruments as Document No. 2014-10747 of the Real Property Records of Denton County, Texas (the "Second Supplement"); and

**WHEREAS**, on or about February 16, 2016, the Association filed a Third Supplemental Certificate and Memorandum of Recording of Dedicatory Instruments as Document No. 2016-15936 of the Real Property Records of Denton County, Texas (the "Third Supplement"); and

**WHEREAS**, on or about December 14, 2017, the Association filed a Fourth Supplemental Certificate and Memorandum of Recording of Dedicatory Instruments as Document No. 2017-152871 of the Real Property Records of Denton County, Texas (the "Fourth Supplement"); and

**WHEREAS**, on or about September 25, 2018, the Association filed a Fifth Supplemental Certificate and Memorandum of Recording of Dedicatory Instruments as Document No. 2018-138568 of the Real Property Records of Denton County, Texas (the "Fifth Supplement"); and

**WHEREAS**, on or about November 29, 2018, the Association filed a Sixth Supplemental Certificate and Memorandum of Recording of Dedicatory Instruments as Document No. 2018-138568 of the Real Property Records of Denton County, Texas (the "Sixth Supplement"); and

**WHEREAS**, on or about April 12, 2019, the Association filed a Seventh Supplemental Certificate and Memorandum of Recording of Dedicatory Instruments as Document No. 2019-0412000430 of the Real Property Records of Denton County, Texas (the "Seventh Supplement"); and

**WHEREAS**, on or about May 15, 2019, the Association filed a Eighth Supplemental Certificate and Memorandum of Recording of Dedicatory Instruments as Document No. 2019-0515000488 of the Real Property Records of Denton County, Texas (the "Eighth Supplement"); and

**WHEREAS**, on or about June 11, 2019, the Association filed a Ninth Supplemental Certificate and Memorandum of Recording of Dedicatory Instruments as Document No. 2019-0611068240 of the Real Property Records of Denton County, Texas (the "Ninth Supplement"); and

**WHEREAS**, the Association desires to again supplement the Certificate with the dedicatory instrument attached hereto as **Exhibit "A"** pursuant to and in accordance with Section 202.006 of the Texas Property Code.

**NOW, THEREFORE**, the dedicatory instrument attached hereto as **Exhibit "A"** is a true and correct copy of the original and is hereby filed of record in the Real Property Records of Denton County, Texas, in accordance with the requirements of Section 202.006 of the Texas Property Code.

**IN WITNESS WHEREOF**, the Association has caused this Tenth Supplement to be executed by its duly authorized agent as of the date first above written.

**TWO SUNSET POINTE  
HOMEOWNERS' ASSOCIATION, INC.,**  
a Texas non-profit corporation

By: 

Name: Jason Miller

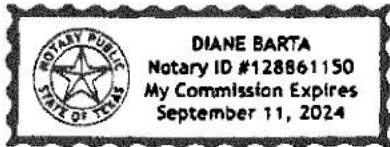
Title: BOARD PRESIDENT

**ACKNOWLEDGMENT**

STATE OF TEXAS       §  
                                  §  
COUNTY OF DENTON   §

**BEFORE ME**, the undersigned authority, on this day personally appeared Jason Miller, Board President of Two Sunset Pointe Homeowners' Association, Inc., known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that (s)he executed the same for the purposes and consideration therein expressed on behalf of said corporation.

**SUBSCRIBED AND SWORN TO BEFORE ME** on this 24 day of June, 2021.



Diane Barta  
Notary Public, State of Texas  
Sept. 11, 2024  
My Commission Expires

**Exhibit "A"**

Waiver Policy

# Two Sunset Pointe Homeowners Association, Inc.

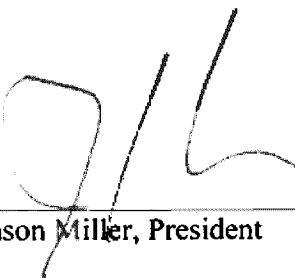
## Waiver Policy

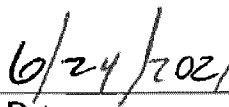
**Purpose:** To establish a uniform and consistent policy to manage requests for waivers of late fees, interest and/or other charges to an owner's account incurred as a result of non-payment by the due date or grace period.

It is the intention of the Board of Directors to work with owners who have a legitimate reason for making a late payment, but not to the detriment of owners who make their payments in a timely manner.

The Board of Directors recognizes there may be extenuating circumstances that may prevent an owner from making a payment on time. Therefore, the Board will grant a waiver to any owner subject to the following conditions:

- 1) Requests for waivers shall not be granted for any out of pocket collection costs to the association i.e. demand letters, attorney's fees, collection costs or administrative costs incurred by the association for the management of the community's receivables i.e. NSF and return check charges.
- 2) Requests for waivers shall not be granted to an owner that has previously defaulted on a payment plan in the preceding two (2) years.
- 3) Requests for waivers shall not be granted to any owner that received a waiver within the preceding two (2) years.
- 4) Requests for waivers will be subject to the owner's unpaid balance being received within thirty (30) days from the date of notification or by a date mutually agreed upon by the owner and the association. If an owner is unable to abide by the terms of a conditional waiver, the waiver will be denied but the owner will be allowed to request a payment plan, if eligible, under the association's Payment Plan Policy.
- 5) In the event the conditions of a waiver are not met, the owner will not be eligible to request another waiver for a period of six (6) months or until they are again eligible for a waiver under the terms of the policy.
- 6) The Manager shall have the authority to waive up to one hundred dollars in soft costs (late fees and interest). Waivers requested over the one hundred dollar threshold shall require Board approval and shall not exceed one year of late fees and interest.

  
\_\_\_\_\_  
Jason Miller, President

  
\_\_\_\_\_  
Date