

**THIRD AMENDMENT
TO
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
FOR
WYNSOR POINTE ADDITION**

THIS THIRD AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS (this "Amendment") is made and entered into as of July 28, 2017 (the "Effective Date"), by CADDO EAST ESTATES I, LTD., a Texas limited partnership ("Declarant").

RECITALS:

WHEREAS, STONEBROOK REALTY INVESTMENT PARTNERS, LTD., a Texas limited partnership (the "Stonebrook") was the original declarant named in that certain Declaration of Covenants, Conditions and Restrictions for WyndSOR Pointe Addition dated August 9, 2007 and recorded August 10, 2007 as Document No. 20070810001117070 in the Official Public Records of Collin County, Texas, as amended by that certain First Amendment to Declaration of Covenants, Conditions and Restrictions for WyndSOR Pointe Addition recorded April 28, 2015 as Document No. 20150428000478050 in the Official Public Records of Collin County, Texas, and as further amended by that certain First Amendment to Declaration of Covenants, Conditions and Restrictions for WyndSOR Pointe Addition recorded July 12, 2016 as Document No. 20160712000884110 (collectively, the "Declaration"); and

WHEREAS, Stonebrook previously assigned all of its rights as declarant under the Declaration to Declarant; and

WHEREAS, pursuant to Sections 13.1 and 13.4 of the Declaration, Declarant has the right to amend the Declaration in Declarant's sole and absolute discretion during the "Development Period" as that term is defined in the Declaration; and

WHEREAS, the Development Period has commenced and has not expired; and

WHEREAS, Declarant consequently desires to amend the Declaration as set for herein.

NOW, THEREFORE, the Declaration is hereby amended in the following particulars:

1. Subsection 3.1(c) of the Declaration is hereby amended to delete the phrase "tenth (10th) anniversary" and to replace it with the phrase "fifteenth (15th) anniversary".

2. Subsection 5.3(b)(iii) of the Declaration is hereby deleted in its entirety and replaced with the following:

"(iii) Notwithstanding anything herein contained to the contrary, (i) the first Annual Assessment shall be made on January 1, 2008; and (ii) prior to January 1, 2016, the full Annual Assessment chargeable against any Lot for which a full Annual Assessment is payable shall not, except as authorized by subsection 5.3(c), exceed the initial Annual Assessments described in subsection 5.3(b)(ii) unless approved by a majority of the votes of the Members and, if during the Development Period, consented to by the Declarant. In order to maintain the Common Properties and sustain the services contemplated by Declarant, Declarant anticipates that during the period of time prior to January 1, 2020, it may, in its discretion, provide amounts in excess of the funds raised

by the Annual Assessments in order to maintain the Common Properties within reasonable standards. If, in any year prior to January 1, 2020, Declarant advances funds for maintenance in excess of the Annual Assessments, such excess shall be a debt of the Association to Declarant payable only out of any Annual Assessments received by the Association through December 31, 2025. Notwithstanding the foregoing, in the event Annual Assessments are not sufficient to fully satisfy the Association's debt to Declarant described above prior to December 31, 2025, then the Association shall levy a Special Assessment on or before December 31, 2025 in an amount necessary to fully pay off and satisfy the Association's debt to Declarant described above, unless otherwise agreed by Declarant."

3. Except as herein provided, all of the terms, covenants, conditions and stipulations contained in the Declaration, as amended, shall continue with like force and effect and to all legal intents and purposes, and the Property, and the Owners thereof, shall continue to be bound by the Declaration as amended hereby.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the Declarant has hereunto set forth its signature as of the Effective Date.

“DECLARANT”:

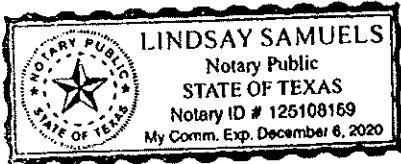
CADDO EAST ESTATES I, LTD., a Texas limited partnership

By: Caddo East Estates, L.L.C., a Texas limited liability company, its General Partner

By: *Kelly Cannell*
Kelly Cannell, Vice President

STATE OF TEXAS §
 §
COUNTY OF COLLIN §

This instrument was acknowledged before me on the 31st day of July, 2017, by Kelly Cannell, Vice President of Caddo East Estates, L.L.C., a Texas limited liability company, General Partner of CADDO EAST ESTATES I, LTD., a Texas limited partnership, on behalf of said limited partnership.



Lindsay Samuels
NOTARY PUBLIC, STATE OF TEXAS

Filed and Recorded
Official Public Records
Stacey Kemp, County Clerk
Collin County, TEXAS
08/01/2017 08:03:49 AM
\$34.00 SCAPELA
20170801001012420
Stacey Kemp