

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

THIS FIFTH AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS (this "Amendment") is made and entered into as of February 19, 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, 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 in the Official Public Records of Collin County, Texas, as further amended by that certain Third Amendment to Declaration of Covenants, Conditions and Restrictions for WyndSOR Pointe Addition recorded August 1, 2017, as Document No. 20170801001012420 in the Official Public Records of Collin County, Texas, and as further amended by that certain Fourth Amendment to the Declaration of Covenants, Conditions and Restrictions for WyndSOR Pointe Addition recorded June 19, 2019, as Document No. 20190619000707980 in the Official Public Records of Collin County, Texas (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 deleted in its entirety and replaced with the following:

“(c) The Class B membership shall cease, and thereafter the Association shall have one (1) class of Members, the Class A Members, which class shall include all Owners (including Declarant) of Lots, on the first to occur of: (i) the date of the sale of the last Lot owned by Declarant; or (ii) the date that is the twentieth (20th) anniversary of the date of this Declaration.”

2. 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.

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

“DECLARANT”:

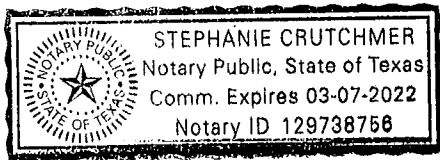
CADDO EAST ESTATES I, LTD., a Texas limited partnership

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 23rd day of February, 2021, 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.



Stephanie Crutchmer
NOTARY PUBLIC, STATE OF TEXAS



Filed and Recorded
Official Public Records
Stacey Kemp, County Clerk
Collin County, TEXAS
02/26/2021 11:06:57 AM
\$30.00 CJAMAL
20210226000381610

Stacey Kemp