

AFTER RECORDING, PLEASE RETURN TO:
CAGLE PUGH, LTD. LLP
4301 Westbank Dr., Bldg. A., Ste. 150
Austin, Texas 78746

SIXTH AMENDMENT TO THE
DECLARATION OF COVENANTS, CONDITIONS,
AND RESTRICTIONS FOR
WYNSOR POINTE HOMEOWNERS ASSOCIATION, INC.

Cross reference to that certain Declaration of Covenants, Conditions, and Restrictions for Wyndor Pointe Addition, recorded at Document No. 20070810001117070 in the Official Public Records of Collin County, Texas as may be amended and/or supplemented.

**SIXTH AMENDMENT TO THE
DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS FOR
WINDSOR POINTE HOMEOWNERS ASSOCIATION, INC.**

RECITALS:

A. **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, and as further amended by that certain Fifth Amendment to the Declaration of Covenants, Conditions and Restrictions for WyndSOR Pointe Addition recorded February 26, 2021, as Document No. 20210226000381610 in the Official Public Records of Collin County, Texas (collectively, the "**Declaration**"); and

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

C. **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

D. **WHEREAS**, the Development Period has expired; and

E. **WHEREAS**, from and after the Development Period, the Declaration, other than amendments of a "material" nature may be amended or changed upon the express written consent of the Board, without the approval of any Owner, Member or Resident; and

F. **WHEREAS**, from and after the Development Period, amendments of a "material" nature to the Declaration must be agreed to and approved by members in good standing holding at least fifty-one (51%) of the votes entitled to be cast by members;

G. **WHEREAS**, the Association desires to amend the Declaration as set forth herein and, out of an abundance of caution and without asserting these are amendments of "material" nature, obtained approval of the foregoing amendment by at least fifty-one (51%) of the votes entitled to be cast by members.

NOW THEREFORE, the Declaration is amended as follows:

1. **Article V, Section 5.6 of the Declaration entitled "Date of Commencement of Assessments: Due Dates" is hereby deleted in its entirety and replaced with the following:**

The Annual Assessment shall be due and payable in full in advance on the first day of each Fiscal Year and shall, if not paid within thirty (30) consecutive calendar days thereafter, automatically become delinquent. If an assessment becomes delinquent, then after thirty (30) days of delinquency, the Board may charge \$150.00 per month to the delinquent Owner. Additionally, the Board may charge \$50.00 per month for any non-assessment delinquency after thirty (30) days of delinquency to the delinquent Owner. The Board shall use reasonable efforts to provide each Owner with an invoice statement of the appropriate amount due, but any failure to provide such a notice shall not relieve any Owner of the obligation established by the preceding sentence. The Board may prescribe (a) different procedures for collecting Assessments on a semi-annual, quarterly or monthly basis, (b) procedures for collecting advance regular Annual Assessments from new Owners, Members or Residents out of "closing transactions" and (c) different procedures for collecting Assessments from Owners who have had a recent history of being untimely in the payment of Assessments. Written notice of the applicable Assessment shall be furnished in a timely manner by the Board to every Owner by mail, personal delivery, or email.

2. **Article VIII, Section 8.9 of the Declaration entitled "Failure to Complete Work" is followed by and included Article VII, Section 8.9(c):**

Each Owner of a Lot covenants and agrees that, in the event construction of the initial Dwelling Unit on the Owner's Lot is not completed within eighteen (18) months after receipt of the Construction Commencement Notice, a fine shall be levied against the Owner and such Lot in the event the Owner decides to sell the Lot. The Owner shall be assessed a reasonable daily fine from the date the Owner purchased the Lot to the date of sale of the Lot.

3. **Article IX, Section 9.25 of the Declaration entitled "Leasing and Occupancy Restrictions" is hereby deleted in its entirety and replaced with the following:**

Leasing of any Property, in whole or in part, is prohibited.

4. **Article XIII, Section 13.8 is hereby added:**

Litigation Fee Reimbursement; Litigation involving Property Owners and the Association.

With respect to any litigation involving an Owner and the Association, the non-prevailing party shall reimburse the prevailing party all litigation costs, including, but not limited to, reasonable and necessary legal fees, expert witness fees, and costs of court.


Effective Date. This amendment shall be effective upon its recording in the Official Public Records of Collin County, Texas.

Miscellaneous. Any capitalized terms used and not otherwise defined herein shall have the meanings set forth in the Declaration and any amendment or supplement thereto. Unless expressly amended by this instrument, all other terms and provisions of the Declaration and any amendment or supplement thereto remain in full force and effect as written and are hereby ratified and confirmed.

SECRETARY'S CERTIFICATE

The undersigned Secretary of the WyndSOR Pointe Homeowners Association, Inc. (the "Association") hereby certifies that this Sixth Amendment to Declaration of Covenants, Conditions, and Restrictions for WyndSOR Pointe Addition, was approved by express written consent of the Board of Directors and by Members in good standing holding at least fifty-one percent (51%) of the votes entitled to be cast by Members, at a meeting of the Association's Members conducted on the 5th day of February, 2024.

**WYNDSOR POINTE HOMEOWNERS
ASSOCIATION, INC.**

By: 
Name: James Welch
Title: Secretary

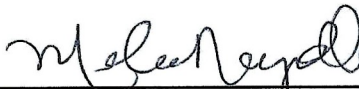
STATE OF TEXAS

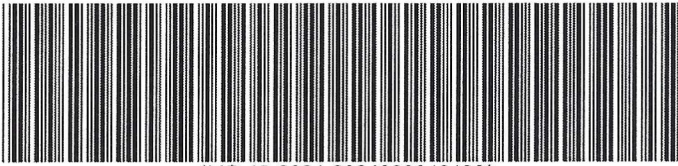
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COUNTY OF Collin

THIS INSTRUMENT was acknowledged before me this 17th day of April, 2024 by James Welch, Secretary of WyndSOR Pointe Homeowners Association, Inc.


Notary Public of Texas



VG-48-2024-2024000046132

**Collin County
Honorable Stacey Kemp
Collin County Clerk**

Instrument Number: 2024000046132

Real Property
HOMEOWNERS ASSOC DOCS

Recorded On: April 19, 2024 10:24 AM

Number of Pages: 6

" Examined and Charged as Follows: "

Total Recording: \$41.00

******* 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: 2024000046132
Receipt Number: 20240419000296
Recorded Date/Time: April 19, 2024 10:24 AM
User: Abby H
Station: Station 7

Record and Return To:

CAGLE PUGH LTD LLP
4301 WESTBANK DR BLDG A STE 150
AUSTIN TX 78746



**STATE OF TEXAS
Collin County**

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 Public Records of Collin County, Texas

Honorable Stacey Kemp
Collin County Clerk
Collin County, TX