

AFTER RECORDING RETURN TO:

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 1700 Pacific Avenue
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 Dallas, Texas 75201

**SECOND AMENDMENT TO THE DECLARATION OF
 COVENANTS, CONDITIONS AND RESTRICTIONS
FOR HERITAGE LAKES**

STATE OF TEXAS

§

KNOW ALL MEN BY THESE PRESENTS:

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COUNTY OF DENTON

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INTRODUCTORY PROVISIONS

WHEREAS, the Declaration of Covenants, Conditions and Restrictions for Heritage Lakes, executed by U.S. Home Corporation (the "Original Declarant"), was filed of record on December 28, 1999, and is recorded in Volume 4494, Page 2218, *et seq.* of the Real Property Records of Denton County, Texas (the "Heritage Lakes Declaration"); and

WHEREAS, additional property was added to the plan of the Heritage Lakes Declaration by that certain Supplement to Declaration of Covenants, Conditions and Restrictions for Heritage Lakes, executed on or about August 10, 2000 by Declarant, and recorded in Volume 4656, Page 0545, *et seq.* of the Real Property Records of Denton County, Texas (the "First Supplement"); and

WHEREAS, the Original Declarant assigned its rights as Declarant and as the Class B Member to U.S. Home Development Company ("Declarant") by that certain Assignment of

Declarant and Class B Member Status and Rights for Heritage Lakes dated May 31, 2001, and recorded in Volume 4847, Page 1459, *et seq.* of the Land Records of Denton County, Texas; and

WHEREAS, the First Amendment to the Declaration of Covenants, Conditions and Restrictions for Heritage Lakes, executed on October 19, 2001 by Declarant, is recorded in Volume 4948, Page 0774, *et seq.* of the Real Property Records of Denton County, Texas (the "First Amendment"); and

WHEREAS, additional property was added to the plan of the Heritage Lakes Declaration by that certain Supplement to Declaration of Covenants, Conditions and Restrictions for Heritage Lakes, executed on October 22, 2001 by Declarant, and recorded in Volume 4953, Page 0673, *et seq.* of the Real Property Records of Denton County, Texas (the "Second Supplement"); and

WHEREAS, the Heritage Lakes Declaration, First Supplement, First Amendment and Second Supplement affect certain tracts or parcels of real property in Denton County, Texas, more particularly described on Exhibit A attached hereto and incorporated herein by reference for all purposes (collectively, the "Properties"); and

WHEREAS, under Article XIV, Section 14.4 c of the Heritage Lakes Declaration, the Declarant has reserved the right to amend the Heritage Lakes Declaration without the joinder of any person or other legal entity; and

WHEREAS, the following amendments to the Heritage Lakes Declaration are deemed necessary or desirable by the Declarant as evidenced by its duly authorized representative's signature hereinbelow.

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

(a) Section 8.8 b. of Article VIII of the Heritage Lakes Declaration is amended to read, in its entirety, as follows:

b. Trash Receptacles and Collection. Each Owner shall make or cause to be made appropriate arrangements with the City of Frisco, Texas, for collection and removal of garbage and trash on a regular basis. If the Owner fails to make such provisions, the Association may do so and assess the costs thereof to the Owner. Each and every Owner shall observe and comply with any and all regulations or requirements promulgated by the City of Frisco, Texas, and/or the Association, in connection with the storage and removal of trash and garbage. All Lots shall at all times be kept in a well-maintained, healthful, sanitary and attractive condition. No Lot shall be used or maintained as a dumping ground for garbage, rubbish, debris, trash, junk or other waste matter. All trash, garbage, or waste matter shall be kept in adequate containers which shall be constructed of metal, plastic or masonry materials, with tightly-fitting lids, or other containers approved by the City of Frisco, Texas, and which shall be maintained in a clean and sanitary condition. All garbage cans and similar receptacles and other garbage containers shall be kept in a designated side or rear yard location adjacent to the dwelling on a Lot in such a manner as to be not visible from any street. Such cans, receptacles or other containers may be placed on the street curb or alley immediately adjacent to such Owner's Lot on those days designated by the City of Frisco, Texas, as trash collection days; provided, however, such trash must be kept neatly contained in tightly sealed metal, plastic or other containers which shall be removed from the street/alley within twelve (12) hours following such collection. On Lots served by an alley, garbage containers shall be constructed of a material that is harmonious with the exterior of the home. Containers used for recycling shall be kept in the garage at all times or in the same designated side or rear yard location adjacent to the residential dwelling on a Lot in such a manner as to be not visible from any street. No Lot shall be used for open storage of any

materials whatsoever, except that new building materials used in the construction of improvements erected on any Lot may be placed upon such Lot at the time construction is commenced and may be maintained thereon for a reasonable time, so long as the construction progresses without unreasonable delay, until completion of the improvements, after which the materials shall either be removed from the Lot or stored in a suitable enclosure on the Lot. No garbage, trash, debris or other waste matter of any kind shall be burned on any Lot.

- (b) Section 8.10 of Article VIII of the Heritage Lakes Declaration is hereby amended to read, in its entirety, as follows:

Section 8.10. Signs; Resale. *No signs shall be displayed on any Lot except as follows:*

- (a) *A maximum of one (1) "For Sale" or "For Rent" sign not exceeding twenty-four inches (24") by thirty six inches (36") in size; and*
- (b) *A maximum of three (3) signs for political purposes, not to exceed twenty-four inches (24") by thirty six inches (36") in size, may be displayed no earlier than three (3) weeks prior to an election and not later than one (1) day following the conclusion of the election.*

Notwithstanding anything contained herein to the contrary, Declarant shall have the exclusive right to maintain signs of any type and size on any portions of the Properties to which it holds record title and on the Common Area in connection with Declarant's development and sales activities.

The terms and provisions of the Heritage Lakes Declaration and the First Amendment, except as modified herein, are hereby declared to be in full force and effect with respect to the Properties. The Properties shall continue to be held, occupied, sold and conveyed subject to the terms and conditions

of the Declaration, the First Amendment and this Second Amendment, which shall run with title to the Properties and are binding on all parties having any right, title or interest in and to the Properties or any part thereof, including their heirs, representatives, successors, transferees and assigns, and shall inure to the benefit of each Owner thereof.

IN WITNESS WHEREOF, the Declarant and the Heritage Lakes Homeowners Association, Inc. have caused this Second Amendment to be executed by their duly authorized agents as of this 7th day of November, 2002.

DECLARANT: U.S. HOME DEVELOPMENT COMPANY

By: Gene A. Stenebeck III
Its: AUTHORIZED AGENT

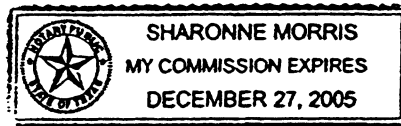
ASSOCIATION: HERITAGE LAKES HOMEOWNERS ASSOCIATION, INC.

By: [Signature]
Its: MANAGED AGENT
SBB Management Company

STATE OF TEXAS §
COUNTY OF DALLAS §

This instrument was acknowledged before me on the 17th day of November 2002, by George d'Nevoocent Authorized Agent of U.S. Home Development Company, on behalf of said corporation.

Sharonne Morris
Notary Public, State of Texas



STATE OF TEXAS §
COUNTY OF DALLAS §

This instrument was acknowledged before me on the 7th day of November 2002, by Ted Arpino Managing Agent of Heritage Lakes Homeowners Association, Inc, on behalf of said corporation.

Sharonne Morris
Notary Public, State of Texas

