

AFTER RECORDING RETURN TO:

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

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

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, additional property was added to the plan of the Heritage Lakes Declaration by that certain Fourth Supplement to Declaration of Covenants, Conditions and Restrictions for Heritage Lakes, executed on May 30, 2001 by the Original Declarant and recorded in Volume 4847, Page 02396, *et seq.* of the Real Property Records of Denton County, Texas (the "Second 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 "Third Supplement"); and

WHEREAS, the Amendment to Declaration of Covenants, Conditions and Restrictions for Heritage Lakes, executed on September 30, 2002 by Declarant and Heritage Lakes Homeowners Association, Inc. is recorded in Volume 5191, Page 04402, *et seq.* of the Real Property Records of Denton County, Texas (the "Second Amendment"); and

WHEREAS, the Second Amendment to the Declaration of Covenants, Conditions and Restrictions for Heritage Lakes, executed on November 7, 2002 by Declarant, is recorded in Volume 5218, Page 0528, *et seq.* of the Real Property Records of Denton County, Texas (the "Third 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 May 6, 2003 by Lennar Homes of Texas Land and Construction, Ltd. d/b/a U. S. Home Development Company and Heritage Lakes Homeowners, Inc. and recorded in Volume 5334, Page 06090, *et seq.* of the Real Property Records of Denton County, Texas (the "Fourth Supplement"); and

WHEREAS, the Heritage Lakes Declaration, First Supplement, Second Supplement, First Amendment, Third Supplement, Second Amendment, Third Amendment and Fourth Supplement affect certain tracts or parcels of real property in Denton County, Texas, more particularly described on Exhibit A attached hereto and incorporated

**FOURTH AMENDMENT TO THE DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS FOR HERITAGE LAKES Page 2**

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

*(ii) **Side and Rear Yard Fencing.** Fencing between Lots shall be of wood material, provided that such wood fence is erected with the good side facing out (i.e., not facing the dwelling), is of cedar material or better, has slates four (4") to eight (8") inches wide which are installed vertically only (not horizontally or diagonally), is no higher than eight feet (8'), and is not painted or stained (other than a clear or natural stain) on any surface facing a street, Common Properties or adjoining Lot. On Lots 22 through 34, inclusive, in Block U of Heritage Lakes, Phase II, and Lots 17 through 35, inclusive, in Block P of Heritage Lakes, Phase V, all rear and side yard fencing must be of a wood material, provided that such wood fence is erected with the good side facing out (i.e., not facing the dwelling), is of cedar material or better, has slates four (4") to eight (8") inches wide which are installed vertically only (not horizontally or diagonally), is no lower than six feet (6') and no higher than eight feet (8'), and is not painted or stained (other than a clear or natural stain) on any surface facing a street, Common Properties or adjoining Lot. On Lots opening onto a common area, greenbelt, open space, or lake, the Owner is required to erect an iron fence on that portion of the Lot that is contiguous and adjacent to the open space, lake, common area and/or greenbelt. The iron fence must be four feet (4') tall in height and shall be uniform throughout any particular section of the Development. The detail for the iron fence must be approved in writing by the Committee, as defined in Article IV, Section 9.1 hereof. Upon submission of a written request, the Committee may, from time to time, at its sole discretion, permit Owners to construct fences which are in variance with the provisions of this sub-paragraph.*

(b) Section 8.12 of Article VIII of the Heritage Lakes Declaration is amended to read, in its entirety, as follows:

*Section 8.12 **Vehicle Parking.** No vehicles shall be parked within the Properties except on a paved parking surface, driveway or within a garage. No trucks or vehicles that are primarily used for commercial purposes, other than those temporarily present on business, nor any trailers, may be parked within the Properties other than enclosed garages or other areas concealed from public view. Boats, boat trailers, campers, travel trailers, mobile homes, recreational vehicles and the like, and any vehicles not in operable condition and validly licensed, shall only be permitted to be kept within the Properties if such are kept inside a garage*

and concealed from public view. Any other vehicle that is not required to be kept in a garage or concealed from public view (as provided above) may not be parked on the street for more than twenty-four (24) hours. The Board may adopt reasonable rules and regulations governing the parking and operation of vehicles on the Properties.

(c) Section 8.14 of Article VIII of the Heritage Lakes Declaration is amended to read, in its entirety,

as follows:

***Section 8.14 Landscaping and Irrigation System.** No sprinkler or irrigation systems of any type which draw upon water from creeks, streams, rivers, ponds, lakes, wetlands or other surface water within the Properties shall be installed, constructed or operated within the Properties unless prior written approval has been received from the Board or its designee. However, the Declaration and the Association shall have the right to draw water from such sources for the purpose of irrigating the Common Area. All private wells shall be subject to approval in accordance with Article IX of this Declaration.*

Any and all plans for the landscaping of front yards and of side yards not enclosed by solid fencing, including alterations, changes or additions thereto, shall include a minimum of two (2) three inch (3") caliper trees situated in the front yard or in the area between the front curb and the sidewalk adjacent to such Lot (provided, however, all corner Lots shall include a minimum of four (4) four inch (4") caliper trees and shall otherwise be subject to the written approval of the Committee. For approved trees, a Lot Owner shall refer to the list of approved trees for the city right-of-way as published by the City of Frisco. Ornamental trees such as Bradford Pear and Crape Myrtle are encouraged, however, they do not satisfy the tree requirement as outlined in this paragraph. Each Lot on which a residential dwelling is constructed shall have and contain an underground water sprinkler system for the purpose of providing sufficient water to all front yards and all side yards not enclosed by solid fencing. Weather permitting, each Lot shall be fully landscaped within one hundred twenty (120) days after the date the residence thereon is ninety-five percent (95%) complete. Each Owner shall be responsible for maintaining his own lawn and landscaping in a healthy and attractive condition.

With respect to rear yard landscaping on Lots adjacent to Common Areas, any bushes planted immediately adjacent to the rear iron fence are not to exceed the size of such iron fence. Landscaping plans must be submitted to and approved by the Committee prior to the installation of additional landscaping on Lots opening onto Common Areas, a greenbelt, open space, or the lake. The Committee will consider such items as types of trees or landscaping, size of trees or landscaping at maturity. The Committee may impose additional maintenance requirements depending on the types and sizes of trees and other landscaping. While no Owner has a vested property right into any type of view corridor, the Committee may, but shall not be required to, consider such view corridors in approving or disapproving any proposed landscape plan. Neither the Committee, the Board of Directors nor the Association shall be liable to any person or Owner in the event any type of view corridor is obstructed, in whole or in part, by the installation of trees or landscaping upon any Lot. In the event trees or other landscaping are installed upon Lots adjacent to Common Areas without the prior written approval from the Committee, the Association shall, by and through the Board of Directors, have the right, but not the obligation, to demand and cause the removal of any such installation. The Board of Directors is specifically authorized to promulgate Landscape Guidelines pertaining to the types of approved trees and landscaping and the location thereof on Lots adjacent to Common Areas.

(d) Article VIII, Section 8.18 of the Heritage Lakes Declaration is amended to read, in its entirety, as

follows:

Section 8.18 Playground and Recreational Equipment. No jungle gyms, swing sets, trampolines, similar playground equipment, tennis courts or such other recreational equipment shall be erected or installed on any Lot without prior written approval of the Committee in accordance with Article IX hereof, including the type of construction materials, colors and location. The installation of any such recreational equipment without the prior written approval of the Committee, the Association shall, by and through the Board of Directors, have the right, but not the obligation, to demand and cause the removal of any such installation. Permanent basketball hoops or backboards that are mounted on a pole with a clear plexy glass backboard are allowed but only with the prior written approval of the Committee. Basketball hoops and backboards are not permitted to be mounted on the garage. Temporary basketball hoops or backboards may only be used within the driveway of a Lot and are permitted only with the prior written approval of the Committee as to location, size, colors, and any condition or element deemed pertinent by the Committee. Temporary basketball hoops or backboards may not be placed or used on the street or a cul-de-sac. The use of basketball goals, whether temporary or permanent, is limited to the hours of 8:00 a.m until 10:00 p.m. In the event a permanent or temporary basketball hoops or backboard is erected or installed without the prior written approval of the Committee, the Association shall, by and through the Board of Directors, have the right, but not the obligation, to demand and cause the removal of any such installation. Any playground or other play areas or equipment furnished by the Association or erected within the Properties shall be used at the risk of the user. The Association shall not be liable to any Person for any claim, damage or injury occurring thereon or related to the use thereof. Notwithstanding the foregoing, the Committee, may in its sole discretion waive any requirement of this Section 8.18.

(e) Article VIII, Section 8.32 of the Heritage Lakes Declaration is amended to read, in its entirety, as

follows:

Section 8.32 Window Treatments or Coverings. Window treatments or coverings must be compatible with the design and color of the residence and the overall appearance of the Development. The Committee shall have the sole authority to determine whether particular window treatments or coverings are compatible with the design and color of the residence and the overall appearance of the Development. No window in any residential dwelling or other approved improvement that is visible from any other Lot, street or Common Area may be covered with bed sheets, any type of paper, poster board, aluminum foil or other reflective material.

(f) Section 9.2, entitled Procedures, of Article IX of the Heritage Lakes Declaration is amended by

replacing the last paragraph of such Section which shall read, in its entirety, as follows:

All Work, once commenced, must proceed towards completion with diligence and, in any case, all such Work shall be completed within six (6) months of the date of commencement. Any construction not commenced within three (3) months of approval from the Committee shall be deemed to have been disapproved and must be resubmitted to the Committee for approval.

(g) Article XIII of the Heritage Lakes Declaration is amended by adding a new Section 13.16 which

shall read, in its entirety, as follows:

Section 13.16 No Involvement By Association. Notwithstanding anything contained within this Article XIII, the Association has no affiliation with the Tennis Facility or the Tennis Facility Property and disclaims any right or obligation to collect the Dues which are to be paid to the owner or operator of the Tennis Facility. All questions with regard to the Tennis Facility shall be directed to the owner or operator of the Tennis Facility.

(h) Section 14.2 of Article XIV of the Heritage Lakes Declaration is amended to read, in its entirety,

as follows:

Section 14.2 Enforcement. The Association, or any owner shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration. Failure by the Association or by any owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter. If a person or party is found in the proceedings to be in violation of, or attempting to violate, the provisions of this Declaration, he shall bear all expenses of the litigation, including Court costs and reasonable attorneys and legal assistants fees and costs, for all trial, appellate, bankruptcy and arbitration proceedings or otherwise thereof, incurred by the party enforcing the provisions of this Declaration. The Declarant shall not be obligated to enforce this Declaration by any person other than itself. The Association is allowed to levy fines and the Board of Directors shall have the authority to adopt reasonable rules with regard to the levying of a fine and the procedures by which fines will be implemented. The Board of Directors may suspend an Owner's privilege to use the Common Area and right to vote for violation of this Declaration, including the failure to pay assessments.

The terms and provisions of the Heritage Lakes Declaration, the First Amendment, the Second Amendment and the Third 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, the Second Amendment, the Third Amendment and this Fourth 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 Heritage Lakes Homeowners Association, Inc. have caused this Fourth Amendment to be executed by their duly authorized agents as of this 11 day of

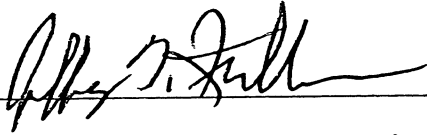
**FOURTH AMENDMENT TO THE DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS FOR HERITAGE LAKES Page 6**

November, 2003.

DECLARANT:

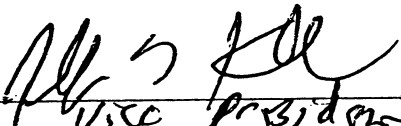
LENNAR HOMES OF TEXAS LAND AND
CONSTRUCTION LTD., a Texas limited
partnership d/b/a U. S. HOME DEVELOPMENT COMPANY

By: Lennar Texas Holding Company, a Texas
corporation, its General Partner

By: 
Its: Vice President

ASSOCIATION:

HERITAGE LAKES HOMEOWNERS
ASSOCIATION, INC.

By: 
Its: Vice President

STATE OF TEXAS §
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COUNTY OF DALLAS §

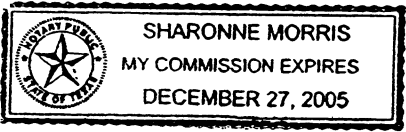
This instrument was acknowledged before me on the 11th day of November, 2003, by Jeff Kullman of Lennar Texas Holding Company, as General Partner for Lennar Homes of Texas Land and Construction, Ltd. d/b/a U. S. Home Development Company, on behalf of said limited partnership.



Sharonne Morris
Notary Public, State of Texas

STATE OF TEXAS §
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COUNTY OF DALLAS §

This instrument was acknowledged before me on the 11th day of November, 2003, by Jeff Kullman of Heritage Lakes Homeowners Association, Inc. on behalf of said corporation.



Sharonne Morris
Notary Public, State of Texas