

2002- 0030675

FIRST AMENDMENT
TO
FIRST AMENDED AND RESTATED
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
FOR
HERITAGE RANCH

05116 04214

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

THIS FIRST AMENDMENT TO FIRST AMENDED AND RESTATED DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR HERITAGE RANCH (this "Amendment") is made this 2 day of January, 2002, by U. S. HOME DEVELOPMENT COMPANY (hereinafter referred to as "Declarant").

WITNESSETH:

WHEREAS, U. S. Home Corporation recorded that certain First Amended and Restated Declaration of Covenants, Conditions and Restrictions for Heritage Ranch dated March 1, 2001, in Volume 4879, Page 1570 *et seq.* of the Real Property Records of Collin County, Texas (the "Declaration"); and

WHEREAS, Article XV, Section 15.2.a. of the Declaration provides for amendment of that instrument by the Declarant until termination of the Class B membership; and

WHEREAS, U. S. Home assigned its rights as Declarant and as Class B Member to U. S. Home Development Company by that certain Assignment of Declarant and Class B Member Status and Rights for Heritage Ranch dated May 31, 2001, and recorded in Volume 4929, Page 3239 of the Deed Records of Collin County, Texas; and

WHEREAS, the Class B membership has not yet terminated and the Declarant desires to amend the Declaration as hereinafter provided.

NOW, THEREFORE, the following additional covenants, conditions and restrictions are hereby added to and made a part of the Declaration, and the Properties shall be held, sold and conveyed subject to these restrictions which shall run with title to the Properties and be binding on all parties having any right, title or interest in the Properties or any part thereof, their heirs, personal representatives, successors and assigns, and shall inure to the benefit of each owner thereof.

1. Amend Article VI, Section 6.8 of the Declaration by adding a new subsection c. to the second paragraph of this Section as follows:

c. retaining walls and fences originally constructed by the Declarant upon the property line of any Lot.

2. Amend Article VIII of the Declaration by adding a new Section 8.10 as follows:

Section 8.10. Easement for Retaining Walls in The Villas of Heritage Ranch. Declarant does hereby perpetually dedicate, establish, create and set aside a non-exclusive ten foot (10') wide easement over, across and upon the Lots in The Villas of Heritage Ranch (excluding the Dwellings thereon), such easement to be five feet (5') on either side of the retaining walls and fences originally constructed by the Declarant upon the property line of such Lots. Such easements are reserved for the exclusive benefit of Declarant and the Association, and the designees of each (which may include, without limitation, the Town of Fairview and any utility) for the construction, maintenance and repair of such retaining walls and fences. Owners shall not alter, paint, attach fences to or otherwise use such walls or fences even though such walls or fences and/or the easement reserved herein are located on such Owner's Lot.

3. Except as modified by this Amendment, the Declaration shall remain in full force and effect.

IN WITNESS WHEREOF, the Declarant has caused this Amendment to be executed by its duly authorized agent as of the date first written above.

DECLARANT: U.S. HOME DEVELOPMENT COMPANY

By: *J. A. d'Amico* ^{JK}

Its: AUTHORIZED AGENT

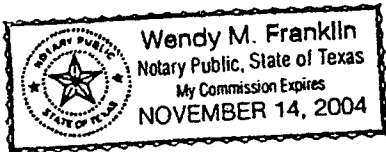
05116 04215

ACKNOWLEDGEMENT

STATE OF TEXAS §
 §
COUNTY OF DALLAS §

BEFORE ME, the undersigned authority, a Notary Public in and for said county and state, on this day personally appeared George d'Hamecourt Auth. Agent of U. S. Home Development Company, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed, in the capacity therein stated and as the act and deed of said corporation.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 25 day of ^{February} ~~January~~, 2002.



Wendy M. Franklin
Notary Public in and for
the State of Texas
My Commission Expires: 11-14-04

AFTER RECORDING RETURN TO:
Riddle & Williams, P.C.
3811 Turtle Creek Boulevard #1050
Dallas, Texas 75219

F:\RWB\WP\G\PUD.AMD\FIRST.HERITAGERANCH

05116 04216

05116 04217

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
(THE STATE OF TEXAS) (COUNTY OF COLLIN)
I hereby certify that this instrument was FILED in the File Number Sequence on the date and the time stamped hereon by me; and was duly RECORDED, in the Official Public Records of Real Property of Collin County, Texas on

FEB 28 2002

Helen Starnes



Filed for Record in:
Collin County, McKinney TX
Honorable Helen Starnes
Collin County Clerk

On Feb 28 2002
At 3:23pm

Doc/Num : 2002- 0030675

Recording/Type:RS 15.00
Receipt #: 7700

5314 004298

02470269*-AM

SECOND AMENDMENT
TO
FIRST AMENDED AND RESTATED
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
FOR
HERITAGE RANCH

2002-0184086

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

THIS SECOND AMENDMENT TO FIRST AMENDED AND RESTATED DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR HERITAGE RANCH (this "Amendment") is made this 26th day of November, 2002, by U. S. HOME DEVELOPMENT COMPANY (hereinafter referred to as "Declarant").

WITNESSETH:

WHEREAS, U. S. Home Corporation recorded that certain First Amended and Restated Declaration of Covenants, Conditions and Restrictions for Heritage Ranch dated March 1, 2001, in Volume 4879, Page 1570 *et seq.* of the Real Property Records of Collin County, Texas (the "Declaration"); and

WHEREAS, Article XV, Section 15.2.a. of the Declaration provides for amendment of that instrument by the Declarant until termination of the Class B membership; and

WHEREAS, U. S. Home assigned its rights as Declarant and as Class B Member to U. S. Home Development Company by that certain Assignment of Declarant and Class B Member Status and Rights for Heritage Ranch dated May 31, 2001, and recorded in Volume 4929, Page 3239 of the Deed Records of Collin County, Texas; and

WHEREAS, the Declarant recorded a First Amendment to the First Amended and Restated Declaration of Covenants, Conditions and Restrictions for Heritage Ranch dated January 2, 2002, and recorded in Volume 5116, Page 4214 of the Deed Records of Collin County, Texas (the "First Amendment"); and

WHEREAS, the Class B membership has not yet terminated and the Declarant desires to amend the Declaration as hereinafter provided.

NOW, THEREFORE, the following amendments to the covenants, conditions and restrictions are hereby adopted and made a part of the Declaration, and the Properties shall be held, sold and conveyed subject to these restrictions which shall run with title to the Properties and be binding on all parties having any right, title or interest in the Properties or any part thereof, their heirs, personal representatives, successors and assigns, and shall inure to the benefit

of each owner thereof:

1. Amend Article III, Section 3.2(b)(ii) of the Declaration by deleting the second sentence of this subsection in its entirety and replacing it with the following:

(ii) No Lot shall be permanently occupied by any person under the age of nineteen (19). Unless otherwise permitted by Section 3.2(b)(i) above or by the Declarant pursuant to Section 3.2(b)(iv) below, no Lot shall be occupied by any non-qualifying occupant unless at least one (1) Qualifying Occupant actually resides in the Lot at all times during the occupancy of the Lot by such non-qualifying occupant(s). The Declarant or the Board shall have the right to promulgate and amend, from time to time, reasonable Rules and Regulations governing the visitation and temporary occupancy of, or use of, the common area facilities by persons under nineteen (19) years of age or persons who are not Qualifying Occupants.

2. Except as modified by this Amendment, the Declaration shall remain in full force and effect.

IN WITNESS WHEREOF, the Declarant has caused this Amendment to be executed by its duly authorized agent as of the date first written above.

DECLARANT: U. S. HOME DEVELOPMENT COMPANY

By: George A. d'Heimerant II

Its: Authorized Agent

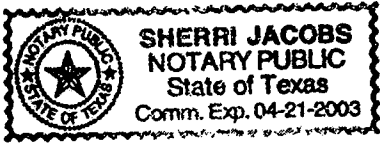
ACKNOWLEDGEMENT

STATE OF TEXAS §
 §
COUNTY OF DALLAS §

BEFORE ME, the undersigned authority, a Notary Public in and for said county and state, on this day personally appeared GEORGE A. D'HEIMERANT II AUTHORIZED AGENT of U. S. Home Development Company, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed, in the capacity therein stated and as the act and deed of said corporation.

5314 004300

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 25 day of November, 2002.



Sherrri Jacobs
Notary Public in and for
the State of Texas
My Commission Expires: 4-21-2003

AFTER RECORDING RETURN TO:

Riddle & Williams, P.C.
3811 Turtle Creek Boulevard #1050
Dallas, Texas 75219

F:\RWBW\PG\PUD.AMD\SECOND.HERITAGERANCH

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
(THE STATE OF TEXAS) (COUNTY OF COLLIN)
I hereby certify that this instrument was FILED in the File Number: Sequence on the date and the time stamped hereon by me; and was duly RECORDED, in the Official Public Records of Real Property of Collin County, Texas on

DEC 11 2002

Helen Starnes



Filed for Record in:
Collin County, McKinney TX
Honorable Helen Starnes
Collin County Clerk

On Dec 11 2002
At 1:58pm

Doc/Num : 2002- 0184086

Recording/Type:AM 13.00
Receipt #: 44094

THIRD AMENDMENT
TO
FIRST AMENDED AND RESTATED
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
FOR
HERITAGE RANCH

ENVELOPE
ATTACHED

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

THIS THIRD AMENDMENT TO FIRST AMENDED AND RESTATED
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR
HERITAGE RANCH (this "Amendment") is made this 23rd day of October, 2003, by U. S. HOME
DEVELOPMENT COMPANY (hereinafter referred to as "Declarant").

WITNESSETH:

WHEREAS, U. S. Home Corporation recorded that certain First Amended and Restated
Declaration of Covenants, Conditions and Restrictions for Heritage Ranch dated March 1, 2001, in
Volume 4879, Page 1570 *et seq.* of the Real Property Records of Collin County, Texas (the
"Declaration"); and

WHEREAS, Article XV, Section 15.2.a. of the Declaration provides for amendment of that
instrument by the Declarant until termination of the Class B membership; and

WHEREAS, U. S. Home assigned its rights as Declarant and as Class B Member to U. S.
Home Development Company by that certain Assignment of Declarant and Class B Member Status
and Rights for Heritage Ranch dated May 31, 2001, and recorded in Volume 4929, Page 3239 of the
Deed Records of Collin County, Texas; and

WHEREAS, the Declarant recorded a First Amendment to the First Amended and Restated
Declaration of Covenants, Conditions and Restrictions for Heritage Ranch dated January 2, 2002,
and recorded in Volume 5116, Page 4214 of the Deed Records of Collin County, Texas (the "First
Amendment"); and

WHEREAS, the Declarant recorded a Second Amendment to the First Amended and
Restated Declaration of Covenants, Conditions and Restrictions for Heritage Ranch dated November
26, 2002, and recorded in Volume 5314, Page 4298 of the Deed Records of Collin County, Texas
(the "Second Amendment"); and

Document Scanned	
By: <u>gacker</u>	Date: <u>1/12/04</u>
File Name: <u>Third Amend to CCPS-Rec</u>	
<u>05558 03813-03816</u>	

WHEREAS, the Class B membership has not yet terminated and the Declarant desires to amend the Declaration as hereinafter provided.

NOW, THEREFORE, the following amendments to the covenants, conditions and restrictions are hereby adopted and made a part of the Declaration, and the Properties shall be held, sold and conveyed subject to these restrictions which shall run with title to the Properties and be binding on all parties having any right, title or interest in the Properties or any part thereof, their heirs, personal representatives, successors and assigns, and shall inure to the benefit of each owner thereof:

1. Amend Article VI, Section 6.8(b) of the Declaration by deleting the first paragraph of this subsection in its entirety and replacing it with the following:

b. painting and/or staining of all exterior surfaces of Dwellings as deemed necessary by the Board. Except as provided by this Section 6.8, the Association shall have no responsibility for the maintenance or repair of any portion of the Lot or Dwelling, including glass surfaces, roof structures, or foundations; and

c. retaining walls whether or not located on an Owner's Lot.

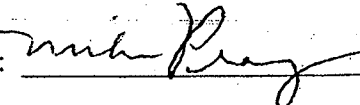
2. Amend Article VI, Section 6.9(b) of the Declaration by deleting this subsection in its entirety and replacing it with the following:

b. all portions of the Dwelling, including glass surfaces, roof structures and foundations;

2. Except as modified by this Amendment, the Declaration shall remain in full force and effect.

IN WITNESS WHEREOF, the Declarant has caused this Amendment to be executed by its duly authorized agent as of the date first written above.

DECLARANT: U.S. HOME DEVELOPMENT COMPANY

By: 

Its: VP OPERATIONS

ACKNOWLEDGEMENT

STATE OF TEXAS §
 §
COUNTY OF DALLAS §

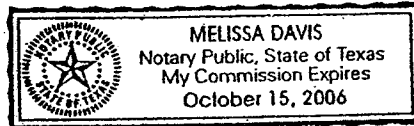
BEFORE ME, the undersigned authority, a Notary Public in and for said county and state, on this day personally appeared Pray, Mike of U. S. Home Development Company, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed, in the capacity therein stated and as the act and deed of said corporation.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 13 November day of ~~October~~, 2003.

Melissa Davis
Notary Public in and for
the State of Texas
My Commission Expires: 10-16-06

AFTER RECORDING RETURN TO:
Riddle & Williams, P.C.
3811 Turtle Creek Boulevard #1050
Dallas, Texas 75219

FARWBWPGPUD.AMD\THIRD.HERITAGERANCH



05558 03816

11-14

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
(THE STATE OF TEXAS) (COUNTY OF COLLIN)
I hereby certify that this instrument was FILED in the File Number Sequence on the date and the time stamped hereon by me; and was duly RECORDED, in the Official Public Records of Real Property of Collin County, Texas on

DEC 04 2003

Brenda Taylor



Filed for Record in:
Collin County, McKinney TX
Honorabile Brenda Taylor
Collin County Clerk

On Dec 04 2003
At 1:18pm

Doc/Type : 2003- 0245795

Recordings/Type: AM 20.00
Receipt #: 47647

**FOURTH AMENDMENT
TO
FIRST AMENDED AND RESTATED
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
FOR
HERITAGE RANCH**

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

THIS FOURTH AMENDMENT TO FIRST AMENDED AND RESTATED DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR HERITAGE RANCH (this "Amendment") is made this 12 day of June, 2003, by LENNAR HOMES OF TEXAS LAND AND CONSTRUCTION, LTD. d/b/a U.S. HOME DEVELOPMENT COMPANY (hereinafter referred to as "Declarant").

WITNESSETH:

WHEREAS, U. S. Home Corporation recorded that certain First Amended and Restated Declaration of Covenants, Conditions and Restrictions for Heritage Ranch dated March 1, 2001, in Volume 4879, Page 1570 *et seq.* of the Real Property Records of Collin County, Texas (the "Declaration"); and

WHEREAS, Article XV, Section 15.2.a. of the Declaration provides for amendment of that instrument by the Declarant until termination of the Class B membership; and

WHEREAS, U. S. Home assigned its rights as Declarant and as Class B Member to U. S. Home Development Company by that certain Assignment of Declarant and Class B Member Status and Rights for Heritage Ranch dated May 31, 2001, and recorded in Volume 4929, Page 3239 of the Deed Records of Collin County, Texas; and

WHEREAS, the Declarant recorded a First Amendment to the First Amended and Restated Declaration of Covenants, Conditions and Restrictions for Heritage Ranch dated January 2, 2002, and recorded in Volume 5116, Page 4214 of the Deed Records of Collin County, Texas (the "First Amendment"); and

WHEREAS, the Declarant recorded a Second Amendment to the First Amended and Restated Declaration of Covenants, Conditions and Restrictions for Heritage Ranch dated November 26, 2002, and recorded in Volume 5314, Page 4298 of the Deed Records of Collin County, Texas (the "Second Amendment"); and

WHEREAS, the Declarant recorded a Third Amendment to the First Amended and Restated Declaration of Covenants, Conditions and Restrictions for Heritage Ranch dated

_____, 2003, and recorded in Volume _____, Page _____ of the Deed Records of Collin County, Texas (the "Second Amendment"); and

WHEREAS, the Class B membership has not yet terminated and the Declarant desires to amend the Declaration as hereinafter provided.

NOW, THEREFORE, the following amendments to the covenants, conditions and restrictions are hereby adopted and made a part of the Declaration, and the Properties shall be held, sold and conveyed subject to these restrictions which shall run with title to the Properties and be binding on all parties having any right, title or interest in the Properties or any part thereof, their heirs, personal representatives, successors and assigns, and shall inure to the benefit of each owner thereof:

1. Amend Article VII, Section 7.1(b) of the Declaration by deleting this subsection in its entirety and replacing it with the following:

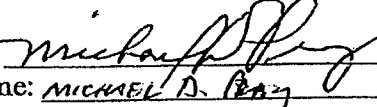
b. The right of the Association to (i) impose reasonable membership requirements for the use of any recreational facility situated upon the Common Area, including the Golf Course (ii) charge reasonable admission and other use fees for the use of any recreational facility situated upon the Common Area, including the Golf Course, and (iii) impose minimum food and beverage charges for the use of food and beverage services at any recreational facility situated upon the Common Area, including the Golf Course.

2. Except as modified by this Amendment, the Declaration shall remain in full force and effect.

IN WITNESS WHEREOF, the Declarant has caused this Amendment to be executed by its duly authorized agent as of the date first written above.

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: 
Name: MICHAEL D. BAY
Its: VP OPERATIONS

38

**FIFTH AMENDMENT
TO
FIRST AMENDED AND RESTATED
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
FOR
HERITAGE RANCH**

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

THIS FIFTH AMENDMENT TO FIRST AMENDED AND RESTATED DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR HERITAGE RANCH (this "Amendment") is made this 8th day of August, 2005, by **LENNAR HOMES OF TEXAS LAND AND CONSTRUCTION, LTD. d/b/a U.S. HOME DEVELOPMENT COMPANY** (hereinafter referred to as "Declarant").

WITNESSETH:

WHEREAS, U. S. Home Corporation recorded that certain First Amended and Restated Declaration of Covenants, Conditions and Restrictions for Heritage Ranch dated March 1, 2001, in Volume 4879, Page 1570 *et seq.* of the Real Property Records of Collin County, Texas (the "Declaration"); and

WHEREAS, Article XV, Section 15.2.a. of the Declaration provides for amendment of that instrument by the Declarant until termination of the Class B membership; and

WHEREAS, U. S. Home Corporation assigned its rights as Declarant and as Class B Member to U. S. Home Development Company by that certain Assignment of Declarant and Class B Member Status and Rights for Heritage Ranch dated May 31, 2001, and recorded in Volume 4929, Page 3239 of the Deed Records of Collin County, Texas; and

WHEREAS, the Declarant recorded a First Amendment to the First Amended and Restated Declaration of Covenants, Conditions and Restrictions for Heritage Ranch dated January 2, 2002, and recorded in Volume 5116, Page 4214 of the Deed Records of Collin County, Texas (the "First Amendment"); and

WHEREAS, the Declarant recorded a Second Amendment to the First Amended and Restated Declaration of Covenants, Conditions and Restrictions for Heritage Ranch dated November 26, 2002, and recorded in Volume 5314, Page 4298 of the Deed Records of Collin County, Texas (the "Second Amendment"); and

WHEREAS, the Declarant recorded a Third Amendment to the First Amended and Restated Declaration of Covenants, Conditions and Restrictions for Heritage Ranch dated November 13, 2003, and recorded in Volume 5558, Page 3813 of the Deed Records of Collin County, Texas (the "Third Amendment"); and

WHEREAS, the Declarant recorded a Fourth Amendment to the First Amended and Restated Declaration of Covenants, Conditions and Restrictions for Heritage Ranch dated June 12, 2003, and recorded in the Deed Records of Collin County, Texas (the "Fourth Amendment"); and

WHEREAS, the Class B membership has not yet terminated and the Declarant desires to amend the Declaration as hereinafter provided.

NOW, THEREFORE, the following amendments to the covenants, conditions and restrictions are hereby adopted and made a part of the Declaration, and the Properties shall be held, sold and conveyed subject to these restrictions which shall run with title to the Properties and be binding on all parties having any right, title or interest in the Properties or any part thereof, their heirs, personal representatives, successors and assigns, and shall inure to the benefit of each owner thereof:

1. Amend Article VI, Section 6.8 of the Declaration by deleting this section in its entirety and replacing it with the following:

Section 6.8. Association's Maintenance Responsibility. The Association shall maintain and keep in good repair the Common Area. Such maintenance shall include, but need not be limited to:

a. All portions of and structures and improvements situated upon the Common Area, including any entry features or monuments;

b. All landscaping and other flora situated upon the Common Area, including any landscaping situated within the medians or islands in the roadways;

c. Landscaping within private or public rights-of-way within or abutting the Properties, and landscaping and other flora within any public utility easement within the Properties (subject to the terms of any easement agreement relating thereto);

d. Such portions of any additional property as may be dictated by this Declaration, any Supplemental Declaration, any covenant to share costs, or any contract or agreement for maintenance thereof entered into by the Association;
and

e. Routine maintenance and winterizing (to the extent that the Board deems winterizing necessary) of the irrigation and sprinkler system(s), if any, servicing the Common Area (the Association shall have no responsibility for maintenance and winterizing of, repairs to or replacement of the irrigation system lying within the boundaries of any Lot except to the extent expressly assumed by the Board).

With respect to The Villas of Heritage Ranch, the Association shall maintain and keep in good repair the following items:

a. Landscaping originally planted or provided by the Declarant upon the Lots, except that the Association's responsibility shall be limited to the mowing and fertilizing of lawns, application of herbicides and pesticides, pruning and trimming of trees and shrubs, weeding of shrub and flower beds, and edging along shrub and flower beds, driveways and sidewalks. Except as specifically set forth herein, the Association shall have no responsibility for maintenance of landscaping installed by the Owner or occupant of a Lot, irrigation of lawns or other landscaping on Lots, or eradication of mosquitoes, fire ants or other pests, nor shall the Association be responsible for replacement of landscaping materials, plants or trees which are damaged or destroyed because of pests, disease, weather conditions or other causes except to the extent that the Board expressly agrees to assume responsibility for such maintenance or replacement, respectively;

b. Painting and/or staining of all exterior surfaces of Dwellings as deemed necessary by the Board. Except as provided by this Section 6.8, the Association shall have no responsibility for the maintenance or repair of any portion of the Lot or Dwelling, including glass surfaces, roof structures or foundations; and

c. Retaining walls whether or not located on an Owner's Lot.

The Association shall have the right to enter upon, for the purpose of maintaining, and may maintain other property which it does not own, including, without limitation, property dedicated to the public, if the Board determines that such maintenance is necessary or desirable to maintain the Community-Wide Standard. In addition, the Association may enter into contractual agreements or covenants to share costs with other properties or facilities for maintaining and/or operating shared or mutually beneficial properties or facilities. Any maintenance hereunder shall include the costs of repair, replacement and additions thereto, the cost of labor, equipment, materials, management and supervision thereof, the payment of taxes and assessments made or levied against the Common Area, the procurement and maintenance of insurance, the employment of attorneys, accountants and other professionals to represent the Association when necessary or useful, and such other needs as may arise.

The maintenance responsibilities of the Association shall not be reduced by amendment of this Declaration or any other means except with the prior written approval of Declarant as long as Declarant owns any property described in Exhibit "A" or Exhibit "B" of this Declaration.

The costs associated with maintenance, repair and replacement of the Common Area shall be a Common Expense and the costs associated with maintenance, repair and replacement of the Lots within The Villas of Heritage Ranch shall be a Villa Expense; provided, the Association may seek reimbursement from the owner(s) of, or other Persons responsible for, maintenance of Common Area or Lots pursuant to this Declaration, a covenant to share costs, other recorded covenants, or agreements with the owner(s) thereof.

2. Amend Article VI, Section 6.9 of the Declaration by deleting this section in its entirety and replacing it with the following:

Section 6.9. Owner's Maintenance Responsibility. Unless the maintenance responsibility is otherwise assumed by or assigned to the Association pursuant to Section 6.8, each Owner shall maintain the following items:

- a. All portions of his or her Lot or Dwelling, including all structures, foundations, roofs, fences, parking areas, lawn ornaments, fountains and other improvements within the boundaries of the Lot, except retaining walls providing lateral support to an adjoining Lot or Common Area which shall be maintained by the Owner of the property benefiting from the support;
- b. The driveway, private walks and patios serving his or her Lot whether or not lying entirely within the Lot boundaries;
- c. Irrigation and sprinkler systems serving his or her Lot (including winterizing, if necessary);
- d. Any landscaping or other flora installed by the Owner on his or her Lot;
- e. Retaining walls providing lateral support to the Owner's Lot whether or not lying entirely within or outside the Lot boundaries; and
- f. The exterior surface of any wall facing the Owner's Lot, regardless of any discrepancy in the placement or location of the wall along the boundary line of the Lot, and regardless of the actual length of the wall in comparison to the Dwelling on such Lot; and

f. Any structure, improvement, landscaping or other item damaged as a result from the repairs or replacements of the foregoing or as a result from the willful or negligent acts of the Owner, or the Owner's family, guests or invitees.

There is hereby reserved unto each Owner, a non-exclusive easement over, across and upon adjoining Lots in The Villas of Heritage Ranch (excluding any Dwellings thereon), such easement to be five feet (5') on either side of any retaining wall providing lateral support to the Owner's Lot, for the purpose of maintaining such retaining walls as provided in this Section 6.9.

3. Except as modified by this Amendment, the Declaration shall remain in full force and effect.

IN WITNESS WHEREOF, the Declarant has caused this Amendment to be executed by its duly authorized agent as of the date first written above.

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: Mike Ray
Name: MIKE RAY
Its: REGIONAL VICE PRESIDENT

ACKNOWLEDGMENT

STATE OF TEXAS §
 §
COUNTY OF DALLAS §

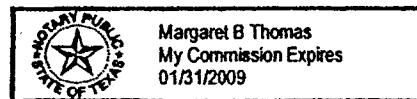
BEFORE ME, the undersigned authority, a Notary Public in and for said county and state, on this day personally appeared Mike Gray, _____ of LENNAR TEXAS HOLDING COMPANY, a Texas corporation, General Partner of LENNAR HOMES OF TEXAS LAND AND CONSTRUCTION, LTD., a Texas limited partnership, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed, in the capacity therein stated and as the act and deed of said partnership.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 8 day of August, 2005.

Margaret B Thomas
Notary Public in and for
the State of Texas
My Commission Expires: 1/31/2009

AFTER RECORDING RETURN TO:

Riddle & Williams, P.C.
3811 Turtle Creek Boulevard #1050
Dallas, Texas 75219



F:\RWBWP\GPUD.AMD\FIFTH.HERITAGERANCH.REVISED.8.30.05

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 (THE STATE OF TEXAS)
I hereby certify that this instrument was FILED in the File Number Sequence on the date and the time stamped hereon by me; and was duly RECORDED, in the Official Public Records of Real Property of Collin County, Texas.

(COUNTY OF COLLIN)

SEP 21 2005

Brenda Taylor

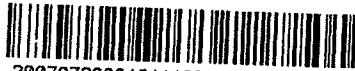


Filed for Record in:
Collin County, McKinney TX
Honorable Brenda Taylor
Collin County Clerk

On Sep 21 2005
At 1:49pm

Doc/Num : 2005- 0133599

Recording/Type: AM 36.00
Receipt #: 38460



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**SIXTH AMENDMENT
TO
FIRST AMENDED AND RESTATED
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
FOR
HERITAGE RANCH**

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

THIS SIXTH AMENDMENT TO FIRST AMENDED AND RESTATED DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR HERITAGE RANCH (this "Amendment") is made this ___ day of July, 2007, by LENNAR HOMES OF TEXAS LAND AND CONSTRUCTION, LTD. d/b/a U.S. HOME DEVELOPMENT COMPANY (hereinafter referred to as "Declarant").

WITNESSETH:

WHEREAS, U. S. Home Corporation recorded that certain First Amended and Restated Declaration of Covenants, Conditions and Restrictions for Heritage Ranch dated March 1, 2001, in Volume 4879, Page 1570 et seq. of the Real Property Records of Collin County, Texas (the "Declaration"); and

WHEREAS, Article XV, Section 15.2.a. of the Declaration provides for amendment of that instrument by the Declarant until termination of the Class B membership; and

WHEREAS, U. S. Home assigned its rights as the Declarant and as the Class B Member to U.S. Home Development Company by that certain Assignment of Declarant and Class B Member Status and Rights for Heritage Ranch dated May 31, 2001, and recorded in Volume 4929, Page 3239 of the Deed Records of Collin County, Texas; and

WHEREAS, the Declarant recorded a First Amendment to the First Amended and Restated Declaration of Covenants, Conditions and Restrictions for Heritage Ranch dated January 2, 2002, and recorded in Volume 5116, Page 4214 of the Deed Records of Collin County, Texas (the "First Amendment"); and

WHEREAS, the Declarant recorded a Second Amendment to the First Amended and Restated Declaration of Covenants, Conditions and Restrictions for Heritage Ranch dated November 26, 2002, and recorded in Volume 5314, Page 4298 of the Deed Records of Collin County, Texas (the "Second Amendment"); and

WHEREAS, the Declarant recorded a Third Amendment to the First Amended and Restated Declaration of Covenants, Conditions and Restrictions for Heritage Ranch dated November 13, 2003, and recorded in Volume 5558, Page 3813 of the Deed Records of Collin County, Texas (the "Third Amendment"); and

WHEREAS, the Declarant recorded a Fourth Amendment to the First Amended and Restated Declaration of Covenants, Conditions and Restrictions for Heritage Ranch dated June 12, 2003, and recorded in the Deed Records of Collin County, Texas (the "Fourth Amendment"); and

WHEREAS, the Declarant recorded a Fifth Amendment to the First Amended and Restated Declaration of Covenants, Conditions and Restrictions for Heritage Ranch dated September 8, 2005, and recorded in Volume 06007, Page 2463 of the Deed Records of Collin County, Texas (the "Fifth Amendment"); and

WHEREAS, the Class B membership has not yet terminated and the Declarant desires to amend the Declaration as hereinafter provided.

NOW, THEREFORE, the following amendments to the covenants, conditions and restrictions are hereby adopted and made a part of the Declaration, and the Properties shall be held, sold and conveyed subject to these restrictions which shall run with title to the Properties and be binding on all parties having any right, title or interest in the Properties or any part thereof, their heirs, personal representatives, successors and assigns, and shall inure to the benefit of each owner thereof:

- 1. Amend Article IV, Section 4.3 of the Declaration by deleting this Section in its entirety and replacing it with the following:**

Section 4.3 Turnover Procedure. Turnover of control of the Association from the Declarant to the general membership ("Turnover") shall occur in accordance with this Section 4.3 and Article III of the Bylaws. Within thirty (30) days of the termination of the Class B Control Period, the President of the Association shall call a special meeting of the Board. At such meeting, the Board shall set a date for a meeting (the "Election Meeting") of the Association at which the Members shall elect directors who will take office effective at the Turnover Meeting (as hereinafter defined). The Election Meeting shall be held at least thirty (30) but no more than sixty (60) days after the special meeting of the Board. The Board shall provide at least thirty (30) days' notice to the Members of the date, time and place of the Election Meeting. No sooner than sixty (60) days and no later than one hundred and eighty (180) days following the Election Meeting, the Declarant representative on the Board shall call for a special meeting of the Board at which Turnover will occur ("Turnover Meeting"). The Declarant shall provide at least thirty (30) days' notice to the directors elected at the Election Meeting of the date, time and place of the Turnover Meeting. Prior to the Turnover Meeting, a representative of the Declarant, a representative of the Manager, and one or more of the Member elected directors shall meet as necessary to cause the turnover of all records associated with the

existence, maintenance and operation of the Association. At the Turnover Meeting, the then existing directors appointed by the Declarant shall submit their written resignations and the directors elected at the Election Meeting shall commence their terms as directors; provided, however, that pursuant to the Article III of the Bylaws, Declarant shall have the right to appoint at least one (1) member of the Board for so long as the Declarant owns at least one (1) Lot shown on the General Land Plan.

On or before the Turnover Meeting, at Declarant's option, Declarant shall convey to the Association title to all remaining Common Area pursuant to Section 7.6 of the Declaration. From and after the date of Turnover, Declarant shall have no further responsibility or liability associated with the Association, the operations of the Board, the maintenance of the Common Area, or any other matters associated with the Properties. In that regard, at and as of the Turnover Meeting, the Association shall execute and deliver to the Declarant a general release, in form acceptable to Declarant, releasing Declarant from all liability associated with the development, construction, operation and maintenance of the Properties. From and after Turnover, to the extent that any dispute arises between the Association and Declarant regarding a matter that is allegedly not covered by the release or regarding the release itself, then such dispute, if any, shall be resolved through the dispute resolution procedures provided in Section 15.8.

2. Except as modified by this Amendment, the Declaration shall remain in full force and effect.

IN WITNESS WHEREOF, the Declarant has caused this Amendment to be executed by its duly authorized agent as of the date first written above.

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

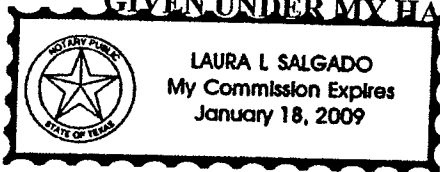
By: Alicia Schwarz
Name: Alicia Schwarz
Its: Assistant Secretary

ACKNOWLEDGMENT

STATE OF TEXAS §
 §
COUNTY OF Dallas §

BEFORE ME, the undersigned authority, a Notary Public in and for said county and state, on this day personally appeared Alicia Schwartz ^{Assistant Secretary} of LENNAR TEXAS HOLDING COMPANY, a Texas corporation, General Partner of LENNAR HOMES OF TEXAS LAND AND CONSTRUCTION, LTD., a Texas limited partnership, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed, in the capacity therein stated and as the act and deed of said partnership.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 23 day of July, 2007.



Laura L. Salgado
Notary Public for the State of Texas
My Commission Expires: 1-18-2009

AFTER RECORDING RETURN TO:
Riddle & Williams, P.C.
3710 Rawlins St., #1400
Dallas, Texas 75219

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Filed and Recorded
Official Public Records
Stacey Kemp
Collin County, TEXAS
07/23/2007 02:11:43 PM
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Stacey Kemp



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**SEVENTH AMENDMENT
TO
FIRST AMENDED AND RESTATED
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
FOR
HERITAGE RANCH**

STATE OF TEXAS

§

KNOW ALL MEN BY THESE PRESENTS:

§

COUNTY OF COLLIN

§

THIS SEVENTH AMENDMENT TO THE FIRST AMENDED AND RESTATED DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR HERITAGE RANCH (this Amendment is made this 28th day of August, 2007, by LENNAR HOMES OF TEXAS LAND CONSTRUCTION, LTD. d/b/a US HOME DEVELOPMENT COMPANY (hereinafter referred to "Declarant").

WITNESSETH:

WHEREAS: U. S. Home Corporation recorded that certain First Amended and Restated Declaration of Covenants, Conditions and Restrictions for Heritage Ranch dated March 1, 2001, in Volume 4879. Page 1570 *et seq.* of the Real Property Records of Collin County, Texas (the "Declaration"); and

WHEREAS: Article XV, Section 15.2.a of the Declaration provides for amendment of that instrument by the Declarant until termination of the Class B membership; and

WHEREAS: U. S. Home assigned its rights as the Declarant and as the Class B Member to U. S. Home Development Company by the certain Assignment of Declarant and Class B Member Status and Rights for Heritage Ranch dated May 31, 2001, and recorded in Volume 4029, Page 3239 of the Deed Records of Collin County, Texas; and

WHEREAS: the Declarant recorded a First Amendment to the First Amended and Restated Declaration of Covenants, Conditions and Restrictions for Heritage Ranch dated January 2, 2002, and recorded in Volume 5116. Page 4214 of the Deed Records of Collin County, Texas (the "Amendment"); and

WHEREAS: the Declarant recorded a Second Amendment to the First Amended and Restated Declaration of Covenants, Conditions and Restrictions for Heritage Ranch dated November 26, 2002, and recorded in Volume 5314, Page 4298 of the Deed Records of Collin County, Texas (the "Second Amendment"); and

WHEREAS: the Declarant recorded a Third Amendment to the First Amended and Restated Declaration of Covenants, Conditions and Restrictions for Heritage Ranch dated November 13, 2003, and recorded in Volume 5558, Page 3813 of the Deed Records of Collin County, Texas (the "Second Amendment"); and

WHEREAS: the Declarant recorded a Fourth Amendment to the First Amended and Restated Declaration of Covenants, Conditions and Restrictions for Heritage Ranch dated June 12, 2003, and recorded in the Deed Records of Collin County, Texas (the "Fourth Amendment"); and

WHEREAS: the Declarant recorded a Fifth Amendment to the First Amended and Restated Declaration of Covenants, Conditions and Restrictions for Heritage Ranch dated September 8, 2005, and recorded in Volume 6007, Page 2463 of the Deed Records of Collin County, Texas (the "Fifth Amendment"); and

WHEREAS: the Declarant recorded a Sixth Amendment to the First Amended and Restated Declaration of Covenants, Conditions and Restrictions for Heritage Ranch dated July 23, 2007, and bar-code recorded as 20070723001011120 in the Deed Records of Collin County, Texas (the "Sixth Amendment"); and

WHEREAS: the Class B membership has not yet terminated and the Declarant desires to amend the Declaration as hereinafter provided.

NOW, THEREFORE, the following Amendments to the Covenants, Conditions and Restrictions, and the BYLAWS (Exhibit C to the Declaration of Covenants, Conditions and Restrictions for Heritage Ranch) dated March 1, 2001, in Volume 4879, Pages 1638 -1653 incl. and the Residential Design Guidelines for Heritage Ranch Addition, dated November 9, 2005, in Volume D6042, Pages 3878 – 3900 incl. and the Sixth Amendment to first amended and restated Declaration of Covenants, Conditions and Restrictions for Heritage Ranch dated September 8, 2005, in Volume 6007, Pages 2463 -2468 incl. are hereby adopted and made a part of the Declaration, and the Properties shall be held, sold and conveyed subject to these restrictions which shall run with title to the properties and be binding on all parties having any right, title or interest in the Properties or any part thereof, their heirs, personal representatives, successors and assigns and shall inure to the benefit of each owner thereof:

1. Amend Article III, Section 3.2 of the Declaration, Occupancy of Lots, subsection c. Change in Occupancy Notification by adding the following sentence to the end of the paragraph:

"In the event of the death of an Owner/Occupant the ten (10) day notification period shall be extended to not more than thirty (30) days".

2. Amend Article IV, Section 4.3 of the Declaration by deleting this Section in its entirety and replacing it with the following:

Section 4.3 Turnover Procedure. Turnover of control of the Association from the Declarant to the general membership ("Turnover") shall occur in accordance with this Section 4.3 and Article III of the Bylaws. In preparation for the termination of the Class B Control Period, the

President of the Association shall call a meeting of the Board. At such meeting, the Board shall set a date for a meeting (the "Election Meeting") of the Association at which the Members shall elect directors who will take office effective at the Turnover Meeting (as herein defined). The Election Meeting shall be held at least thirty (30) and no more than sixty (60) days after the meeting of the Board. The Board shall provide at least thirty (30) days notice to the Members of the date, time and place of the Election Meeting. No sooner than thirty (30) days and no later than one-hundred and eighty (180) days following the Election Meeting, the Declarant representative on the Board shall call a special meeting of the Board at which Turnover will occur (Turnover Meeting") The Declarant shall provide at least thirty (30) days notice to the directors elected at the Election Meeting of the date, time and place of the Turnover Meeting. Prior to the Turnover Meeting, a representative of the Declarant, a representative of the Manger and one or more of the Member elected directors shall meet as necessary to cause the turnover of all records associated with the existence, maintenance and operation of the Association. At the Turnover Meeting, the then existing directors appointed by the Declarant shall submit their written resignations and the directors elected at the Election Meeting shall commence their terms as directors, provided however, that pursuant to the Article III of the Bylaws, Declarant shall have the right to appoint at least one (1) member of the Board for so long as the Declarant owns at least one (1) Lot shown on the General Land Plan.

On or before the Turnover Meeting at the Declarant's option, Declarant shall convey to the Association title to all remaining Common Area pursuant to Section 7.6 of the Declaration. From and after the date of Turnover, Declarant shall have no further responsibility or liability associated with the Association, the operation of the Board, the maintenance of the Common Areas, or any other matters associated with the Properties. In that regard, at and as of the Turnover Meeting, the Association shall execute and deliver to the Declarant a general release, in a form acceptable to Declarant, releasing Declarant from all liability associated with the development, construction, operation and maintenance of the Properties. From and after Turnover, to the extent that any dispute arises between the Association and Declarant regarding a matter that is allegedly not covered by the release or regarding the release itself, then such dispute, if any, shall be resolved through dispute resolution procedures provided in Section 15.8.

3 Amend Article V, Section 5.7 Villa Assessments, (e) Use of Villa Assessments, at the end of the sentence add "and maintained in account separate from all other non-villa assessments"

Section 5.9 of the Declaration, Working Capital Contribution is replaced in its entirety with the following"

Section 5.9 Working Capital Contribution. Notwithstanding any provision of the Governing Documents to the contrary, upon initial acquisition or acquisition by resale of record title to a Lot by an Owner thereof other than by Declarant, a one-time contribution shall be made by or on behalf of the purchaser to the working capital of the Association in an amount to be reasonably determined by the Association from time to time. Such amount shall not exceed one-percent (1%) of the sales price applicable to such Lot. This amount shall be in addition to, not in lieu of, the Annual Assessment and Villa Assessments, if any, levied on the Lot and shall not be considered an advance payment of any portion thereof. This amount shall be deposited into the purchase and sales escrow and distributed therefrom to the Association for the use in covering operating expenses and other expenses incurred by the Association pursuant to the terms of the Governing Documents.

4. Amend Article VI, of the Declaration by adding the following new Sections:

Section 6.11 Lighting Restrictions. In accordance with the applicable City of Fairview Lighting Ordinance and/or as approved by the ARC, the Association shall be responsible for monitoring and controlling exterior lighting within the Heritage Ranch Community which shall be of harmonious design and shall give strong emphasis to preserving the natural night environment by the use of lights, which minimize light pollution, reduce glare and conserve energy. All reasonable methods to support these objectives include but are not limited to the following:

- a) Use of exterior lighting fixtures which are of a down light design except for ornamental lighting, landscape lighting and other lighting specifically approved by the HOA and the Town.
- b) Maximum use of full-cutoff type fixtures which do not emit direct light above the plane of the lowest light emitting part of the fixture.
- c) Use of low-pressure sodium type lights when so approved.
- d) Use of bulbs and fixtures with lower rated light output consistent with the needs of the specific lighting application.
- e) Careful placement of lights with appropriate lighting angles to avoid undue concentration of lights or unnecessary upward directed light emissions.

Section 6.12 Traffic Control Directional Signage. The Association shall have the authority to enforce or to cause to have enforced the Traffic control signage to the same extent as such is enforceable by the Police of the Town. The HOA shall maintain Traffic signage and their locations shall be approved by the Town, and shall be installed by the HOA in accordance with the standards established in the Manual of Uniform Traffic Control Devices.

Section 6.13 Road Right-of-Way. As part of the Heritage Ranch Development Agreement, the Association shall be responsible to ensure that the 8 foot right-of-way which exists on both sides of all streets within Heritage Ranch from the outer edge of the street curb shall at no time contain any unauthorized man-made object within such right-of-way, provided however landscape may be installed therein with ARC approval.

Section 6.14 Roads. The public shall have an unencumbered right to use the roads of Heritage Ranch for the purpose of accessing the golf course, restaurant and in the process of home acquisition. Any other Heritage Ranch event to which the public may be invited shall be approved by the HOA in writing, in advance of the holding any such event.

5. Amend Article IX, Section 9.1. Residential Use. At the end of the paragraph following sentence is added:

“Notwithstanding the permitted residential use herein, it shall be a violation of the Declaration if any resident shall attempt to solicit commercial business using the Heritage Ranch website directory, homeowner classified site or any other communications media except as allowed for commercial advertising. In addition the distribution of materials within the HR Community printed or otherwise, to any residence without the HOA permission is not allowed.”

Section 9.11. Signs 8th line, replace fifty with fifteen.

Section 9.13, of the Declaration, Vehicle Parking by replacing the first sentence of the paragraph with:

Section 9.13., Vehicle Parking. Resident vehicles shall be parked on a driveway or within a garage and provided further that no vehicle shall be so parked as to interfere with the passage of any pedestrian traffic using the sidewalk adjacent to such driveway. Except for using the Clubhouse facility, resident vehicles shall not be parked on the parking lot adjacent to the Heritage Ranch Clubhouse unless the owner of such vehicle obtains the prior written approval of the Association to do so.

Section 9.14 of the Declaration, Clotheslines, Garbage Cans, Tanks etc. is replaced in its entirety with the following:

Section 9.14 Clotheslines, Tanks. Clotheslines and clotheslines supports are permitted provided they are in accordance with Article X of this Declaration. As such are approved by the ARC, all above ground storage tanks, mechanical equipment and other similar items on Lots shall be located or screened so as to be reasonably concealed from view of neighboring Lots, streets and property located adjacent to the Lot.

Section 9.15.1 Landscape Materials. It shall be the responsibility of the Homeowner to consume or otherwise hide from public view any landscape material on the Lot in bulk or in bags within ten (10) days after such material is deposited thereon. Such landscape materials shall include but not be limited to mulch, rock and sand.

To ARTICLE IX USE RESTRICTIONS Add: Section 9.25 No Soliciting. Soliciting for any reason within Heritage Ranch is strictly prohibited, unless prior written approval is authorized by the HOA Board of Directors.

To ARTICLE IX USE RESTRICTIONS Add: Section 9.26 Use of the Heritage Ranch HOA Website E-Mail Communications Network. Any communication via the Heritage Ranch HOA Website e-mail communications network shall be in accordance with the then applicable guidelines as reasonably promulgated by the communications committee.

6. Amend Article XI, Section 11.2 of the Declaration, Subparagraph b, Additions by the Association is re-titled to Additions and Deletions by the Association and a new sentence is added to the end of the paragraph as follows:

“Deletions of property by the Association having an appraised value in excess of one hundred thousand dollars (\$100,000.00) shall be subject to approval by the Member’s representing a majority of the Class “A” votes of the Association represented at a meeting duly called for such purpose.”

7. Amend Article XIII GOLF COURSE, Section 13.6 Golf Carts: The 2nd and 3rd sentences are replaced with “The operation of a golf cart within Heritage Ranch shall only be by a licensed operator in control of such golf cart at all times. Golf carts shall only be operated during daylight hours unless the golf cart has headlights and tail lights installed and used at night. Any violation hereof shall be assessed against the owner of such golf cart. The Board may adopt Rules and Regulations as such are necessary for the operation of golf carts in Heritage Ranch.

Section 13.6.1 Alcoholic Beverages, Alcoholic beverages of any kind shall never be brought onto the licensed premises of Heritage Ranch identified as 465 Scenic Ranch Circle to include the restaurant, golf course and its related common areas and specifically excluding the walking trails, the Clubhouse parking area, streets and there related Common Areas. Any violation hereof resulting in a fine being assessed against Heritage Ranch and/or its personnel shall be the responsibility of the violator or the resident who permitted such violation to occur with the assessed penalty if not immediately resolved becoming a special assessment against the aforementioned resident.

Subparagraph 13.6.2 Golf cart Use is added:

Section 13.6.2 and Section 6 page 30 of Rules and Regulations.

GOLF CART USE AT HERITAGE RANCH: PRIVATE GOLF CARTS:

- A. The right to use a privately owned golf cart at Heritage Ranch is currently granted by the HOA and is a personal privilege. The HOA may terminate this privilege at any time.
- B. Privately owned golf carts used at Heritage Ranch must be annually approved by the HOA for compliance with standards reasonably determined by the HOA. All privately owned golf carts shall be battery powered and be 4-wheeled vehicles.
- C. All private golf cart owners shall be required to sign a release of liability, holding the HOA harmless as a result of any loss or damage relating to the owner's operation of the golf cart. Each year, a HOA resident who owns and uses a private golf cart on Heritage Ranch shall be required to register the cart with the HOA and indicate that the operation of the golf cart is covered by a liability insurance policy of the HOA resident with a combined single limit of at least \$100,000 per occurrence for bodily personal injury, including death and property damage coverage. (Tab A, Annual Registration Form) Annual registration renewals must be completed by the 31st of January of each year. New registrations must be completed before the cart can be operated on Heritage Ranch property. The HOA will send by December 1st of each year a renewal notice, along with registration form, to each resident holding a then current registration, reminding them of the registration renewal requirement. (See TAB B)
- D. An HOA resident allowing use of his or her private golf cart by others will be held fully responsible for any and all damages caused by the misuse of the golf cart by the HOA resident or his or her guests, and the HOA resident shall reimburse the HOA for any and all damages the HOA may sustain by reason of this misuse, including without limitation, damage to any property of the HOA.
- E. An identification number and a yearly decal will be issued for the cart when the release of liability, proof of liability insurance and annual registration form, properly completed, are received. The identification number and yearly decal is to be placed facing front on the driver side of the cart on the outer edge and bottom half of the windshield. A separate color of decal will be used for those who have paid golf trail fees.
- F. Golf carts operated on Heritage Ranch will follow all applicable traffic laws.
- G. Golf carts operated on Heritage Ranch must at all times be under the control of a person who possesses a valid automobile operator's license.
- H. Golf carts may be operated on Heritage Ranch streets and parking areas. Golf carts operated at night on Heritage Ranch must have operational head lights and tail lights. Operation on the

golf course cart paths for purposes other than golf is allowed only in accordance with current HOA policy.

I. HOA residents with private golf carts are required to ensure that only licensed drivers are in control of the cart, and that the cart is operated in a safe and prudent manner, and in accordance with any and all Covenant regulations.

J. No private golf carts will be charged or stored at the golf course cart barn.

USE OF PRIVATE GOLF CARTS ON THE GOLF COURSE:

A. An annual trail fee for privately owned golf carts will be established and reviewed annually for any applicable fee adjustments by the HOA. The annual trail fee will be billed and is payable on an annual basis. The annual trail fee is non-refundable. The annual trail fee shall not be prorated, except in the first calendar year of residency a Member applies for private golf cart privileges. The annual trail fee must be paid before the cart is used for golf purposes on the golf course. The annual trail fee covers the HOA resident only, unless the resident also has a spouse membership, in which case the spouse is also covered.

B. All other guests and residents who are not enrolled in the private cart program shall pay the current applicable golf cart rates when they ride in a private golf cart.

C. Residents with private golf carts may ride with each other but may not loan their cart to other golfers. Private golf carts cannot be operated on the course for golfing purposes without a paid trail fee, or without payment of daily cart fees. (Private golf carts can be operated on the golf course cart paths for purposes other than golf only in accordance with Heritage Ranch Policy.)

D. HOA residents paying the annual trail fee must check in at the golf shop prior to beginning play. Golf cart traffic on the golf course is restricted to eighteen and nine hole rounds of play. Starting times must be scheduled as provided herein.

E. A maximum of two (2) riders and two (2) golf bags per golf cart is allowed, unless the golf cart is designed to carry more people. All golfers must pair up (2 per cart) at all times, unless special circumstances or conditions apply.

F. When an HOA resident is no longer paying the annual trail fee for a private golf cart, the resident shall remove the trail fee decal from the cart.

G. Private golf carts used on the golf course must conform to golf cart manufacturer's (Club Car, Easy Go, Yamaha, Western golf, etc.) specifications for golf carts built for use on a golf course. The cart must have been manufactured for use on the golf course by golfers, and no oversize wheels, knobby tires, etc which could damage the golf course are allowed. The Director of Golf in coordination with the Golf Committee will approve all private golf carts for use on the golf course.

GENERAL GOLF COURSE GOLF CART RULES:

A. The use of Golf carts on the golf course will be mandatory at all times for all players. Golf Carts shall be assigned at the Golf Shop at the time of registration. (exception: walking is allowed for homeowners and non-residents (i.e. high school golf teams) on a case by case basis)

B. Only Golf Carts provided by the HOA or licensed to operate on HOA property will be permitted on the golf course.

C. Golf Carts provided by the HOA are restricted to use on the golf course and practice areas. No Golf Carts provided by the HOA shall be removed from the golf facilities at any time without prior approval of the Golf Professional.

D. No more than two (2) persons and two (2) sets of golf clubs are permitted per golf cart, unless the golf cart is designed to carry more people.

E. Golf Carts shall remain on golf cart paths where required by the Golf Shop. Unless on golf cart path, Golf Carts shall not be driven or parked within thirty (30) feet of any tee, bunker, green or hazard. Golf carts must observe the return to cart path signs (cart path, not rough) through the golf course. Golf Carts should be driven across fairways only at right angles, avoiding soft areas. Golf cart traffic and directional signs must be obeyed at all times, except as it applies for medical flag holders.

F. Golf Carts are operated at the risk of the operator. The cost of repairing any damage to golf club golf carts or the golf course resulting from improper operation will be charged to the resident in whose name the operator is playing at the time the damage occurs.

G. Violation of these golf cart rules may result in immediate suspension of playing privileges and ejection from the golf course.

8. Amend Article XV, Section 15.8 of the Declaration, Dispute Resolution subparagraph d. Mandatory Procedures: (ii) Negotiations and Mediation, subparagraph (b), 4th line, delete two days and replace with ten (10) business days

RESIDENTIAL DESIGN GUIDELINES FOR HERITAGE RANCH ADDITION

The above referenced Residential Guidelines for Heritage Ranch addition are amended as follows:

1. Page 9 of 22 - Paragraph D **ARCHITECTURE** of the Residential Guidelines, subparagraph 14, **Alteration, Additions and Expansions** at the end of the paragraph is added:

“At no time shall the permanent intrusion of any unauthorized man-made material be permitted within the minimum setback space requirements as such are defined for a Lot on the applicable title survey.”

Paragraph C, **LIFESTYLE ACCESSORIES** of the Residential Guidelines, subparagraph 1 (page 13 of 22), **Clotheslines** is deleted and replaced with the provisions of this Seventh Amendment, Section 9.14 Clotheslines, Tanks etc.

Subparagraph 6. **On-street Parking** is deleted and replaced with the provisions of this Seventh Amendment, Section 9.13., Vehicle Parking.

Subparagraph 15. **Yard Ornaments** (page 15 of 22), at the end of the paragraph is added:

“Yard ornaments are defined as any non-living item placed in the uncovered yard of a residence. Items placed on covered patios and porches shall not be considered yard ornaments. Yard ornaments less than 12” high, 12” wide and 12” deep do not require ARC approval. All other yard ornaments require ARC approval. A maximum of four yard ornaments, regardless of size may be displayed per home. All yard ornaments must be located within 10 feet of the front of the bricked residence, must be consistent with community décor and may not reflect obscenity, political messages or offensive symbols, pictures or words as reasonably determined by the ARC. Exceptions to the foregoing must be approved by the ARC.”

2. Paragraph D. **Landscaping** of the Residential Guidelines, subparagraph Tree Location Requirements (page 16 of 22) to the end of the first paragraph is added:

“Pursuant to the Declaration’s granted wall easements of five feet on both sides of a wall for maintenance and repair, no tree shall be planted closer than 5 feet from a wall. Any tree or shrub planted near a wall shall have a root barrier buried between the tree/shrub and the wall so as to limit wall penetration by tree roots. The barrier shall be made of non-ferrous material having adequate size and strength to direct root growth away from or parallel to the wall and shall be buried to a depth of not less than 3 feet.

3. Paragraph 11 **Fences** (pages 18 & 19 of 22) of the Residential Guidelines, second paragraph, the first sentence is deleted and replaced with:

“To help preserve the visual and aesthetic integrity of Heritage Ranch, all Home-site fences shall utilize only conforming and approved black tubular steel or black anodized aluminum tubular fencing”.

4. HERITAGE RANCH APPROVED TREE LIST. (page 21) Mesquite (N) U. Prosopis Glandulosa is deleted

FIFTH AMENDMENT TO FIRST AMENDED AND RESTATED DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR HERITAGE RANCH

Section 6.9 of the Fifth Amendment, subparagraph e. is deleted in its entirety and subparagraph f. is replaced in its entirety with a new subparagraph e. as follows:

1. Notwithstanding anything to the contrary herein, repair of the exterior surface of a wall shall solely be the responsibility of the owner of the property benefiting from such wall, regardless of any discrepancy in the placement or location of the wall along the boundary line of the Lot, and regardless of the actual length of the wall in comparison to the Dwelling on such Lot; and

Except as modified by this Amendment, the Documents referenced herein shall otherwise remain in full of and effect.

IN WITNESS WHEREOF, the Declarant has caused this amendment to be executed by its duly authorized agent as of the date first written above.

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

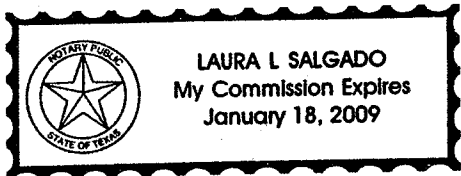
By: Alicia Schwarz
Name: Alicia Schwarze
Its: Authorized Agent

ACKNOWLEDGMENT

STATE OF TEXAS: §
 §
COUNTY OF DALLAS: §

BEFORE ME, the undersigned authority, a Notary Public in and for said county and state, on this day personally appeared Alicia Schwarz Authorized Agent ~~LENNAR TEXAS HOLDING COMPANY~~, A Texas corporation, General Partner of LENNAR HOMES OF TEXAS LAND AND CONSTRUCTION, LTD., a Texas limited Partnership, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed, in the capacity therein stated and as the act and deed of said partnership.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 24 day of September, 2007 in Den



Notary Public in and for
The State of Texas
My Commission Expires: 1-18-2009

AFTER RECORDING RETURN TO:

Riddle & Williams, PC
3811 Turtle Creek Boulevard #1050
Dallas, Texas 75219

F:\RWBWP\G\PUD.AMD\SEVENTHHERITAGE RANCH

Filed and Recorded
Official Public Records
Stacey Kemp
Collin County, TEXAS
09/25/2007 10:16:53 AM
\$52.00 TFOSTER
20070925001325880



Stacey Kemp

**EIGHTH AMENDMENT
TO
FIRST AMENDED AND RESTATED
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
FOR
HERITAGE RANCH**

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

THIS EIGHTH AMENDMENT TO FIRST AMENDED AND RESTATED DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR HERITAGE RANCH (this "Eighth Amendment") is made this 19 day of OCTOBER, 2009, by The Homeowners Association of Heritage Ranch, Inc. (the "Association").

WITNESSETH:

WHEREAS, U. S. Home Corporation recorded that certain First Amended and Restated Declaration of Covenants, Conditions and Restrictions for Heritage Ranch dated March 1, 2001, in Volume 4879, Page 1570 *et seq.* of the Real Property Records of Collin County, Texas (the "Declaration"); and

WHEREAS, Article XV, Section 15.2.b. of the Declaration provides for amendment of that instrument by the Class A Members with the affirmative vote or written consent, or any combination thereof, of Members representing sixty-seven percent (67%) of the total Class A votes in the Association; and

WHEREAS, U. S. Home assigned its rights as the Declarant and as the Class B Member to U.S. Home Development Company by that certain Assignment of Declarant and Class B Member Status and Rights for Heritage Ranch dated May 31, 2001, and recorded in Volume 4929, Page 3239 of the Deed Records of Collin County, Texas; and

WHEREAS, the Declarant recorded a First Amendment to the First Amended and Restated Declaration of Covenants, Conditions and Restrictions for Heritage Ranch dated January 2, 2002, and recorded in Volume 5116, Page 4214 of the Deed Records of Collin County, Texas (the "First Amendment"); and

WHEREAS, the Declarant recorded a Second Amendment to the First Amended and Restated Declaration of Covenants, Conditions and Restrictions for Heritage Ranch dated November 26, 2002, and recorded in Volume 5314, Page 4298 of the Deed Records of Collin County, Texas (the "Second Amendment"); and

WHEREAS, the Declarant recorded a Third Amendment to the First Amended and Restated Declaration of Covenants, Conditions and Restrictions for Heritage Ranch dated

November 13, 2003, and recorded in Volume 5558, Page 3813 of the Deed Records of Collin County, Texas (the "Third Amendment"); and

WHEREAS, the Declarant recorded a Fourth Amendment to the First Amended and Restated Declaration of Covenants, Conditions and Restrictions for Heritage Ranch dated June 12, 2003, and recorded in the Deed Records of Collin County, Texas (the "Fourth Amendment"); and

WHEREAS, the Declarant recorded a Fifth Amendment to the First Amended and Restated Declaration of Covenants, Conditions and Restrictions for Heritage Ranch dated September 8, 2005, and recorded in Volume 06007, Page 2463 of the Deed Records of Collin County, Texas (the "Fifth Amendment"); and

WHEREAS, the Declarant recorded a Sixth Amendment to the First Amended and Restated Declaration of Covenants, Conditions and Restrictions for Heritage Ranch dated July 23, 2007, and recorded as Document No. 20070723001011120 of the Deed Records of Collin County, Texas (the "Sixth Amendment"); and

WHEREAS, the Declarant recorded a Seventh Amendment to the First Amended and Restated Declaration of Covenants, Conditions and Restrictions for Heritage Ranch dated August 28, 2007, and recorded as Document No. 20070925001325880 of the Deed Records of Collin County, Texas (the "Seventh Amendment");

WHEREAS, the following amendment was approved by more than sixty-seven percent (67%) of the Class A Membership at a meeting held on September 29, 2009.

NOW, THEREFORE, the following amendment to the covenants, conditions and restrictions are hereby adopted and made a part of the Declaration, and the Properties shall be held, sold and conveyed subject to these restrictions which shall run with title to the Properties and be binding on all parties having any right, title or interest in the Properties or any part thereof, their heirs, personal representatives, successors and assigns, and shall inure to the benefit of each owner thereof:

1. **Amend Article III, Section 3.2.b of the Declaration by adding a new subsection (v) as follows:**

The Association shall have the sole right, but not the obligation, to allow no more than ten percent (10%) of the Lots to be permanently occupied by non-qualifying occupants who are age fifty (50) years or older and not yet fifty-five (55) years old, provided such occupancy does not violate the Acts or the regulations promulgated thereunder.

2. **Except as modified by this Eighth Amendment and prior amendments, the Declaration shall remain in full force and effect.**

IN WITNESS WHEREOF, the Association has caused this Seventh Amendment to be executed by its duly authorized agent as of the date first written above.

THE HOMEOWNERS ASSOCIATION OF
HERITAGE RANCH, INC.

By: Charles Henkle
Its: Board of Directors, Secretary

ACKNOWLEDGMENT

STATE OF TEXAS §
 §
COUNTY OF COLLIN §

BEFORE ME, the undersigned authority, a Notary Public in and for said county and state, on this day personally appeared Charles Henkle of THE HOMEOWNERS ASSOCIATION OF HERITAGE RANCH, INC., a Texas non-profit corporation, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed, in the capacity therein stated and as the act and deed of said corporation.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 10th day of October, 2009.

Deborah S. Hawkins
Notary Public for the State of Texas

My Commission Expires: 2-25-2012

AFTER RECORDING RETURN TO:
Riddle & Williams, P.C.
3710 Rawlins St., #1400
Dallas, Texas 75219



GVPU.D.AMD\HeritageRanch\EighthAmend1009



**Filed and Recorded
Official Public Records
Stacey Kemp, County Clerk
Collin County, TEXAS
10/21/2009 11:59:38 AM
\$28.00 TKING
20091021001292030**

Stacey Kemp