

**AFTER RECORDING, RETURN TO:**

**Judd A. Austin, Jr.  
Henry Oddo Austin & Fletcher, P.C.  
1700 Pacific Avenue  
Suite 2700  
Dallas, Texas 75201**

**SECOND SUPPLEMENTAL DECLARATION  
HERON'S BAY ESTATES, CITY OF GARLAND  
DALLAS COUNTY, TEXAS**

This Second Supplemental Declaration for Heron's Bay Estates is made by the Heron's Bay Estates Homeowners' Association, Inc. and First Texas Homes, Inc.

**RECITALS**

A. That certain Declaration of Covenants, Conditions and Restrictions for Heron's Bay Estates was filed with the office of the Dallas County Clerk on January 11, 2008, and is recorded as Instrument No. 20080011007 in the Official Public Records of Dallas County, Texas (the "***Heron's Bay Estates Declaration***"); and

B. The Heron's Bay Estates Declaration has been amended by virtue of that certain First Amendment to the Declaration of Covenants, Conditions and Restrictions for Heron's Bay Estates, filed with the office of the Dallas County Clerk on September 21, 2012, and recorded as Instrument No. 201200280232 in the Official Public Records of Dallas County, Texas ( the "***First Amendment***"); and

C. Additional property was added to the plan of development of the Heron's Bay Estates Declaration by virtue of the certain First Supplemental Declaration for Heron's Bay Estates, City of Garland, Dallas County, Texas, filed on November 21, 2012, and recorded as Instrument No. 201200345305 in the Official Public Records of Dallas County, Texas; and

D. Article XIII, Section 8.1 of the Heron's Bay Estates Declaration, as amended, permits the owner of a tract or parcel of real property to subject such property to the terms, conditions and liens contained in Heron's Bay Declaration, and to the jurisdiction of the Heron's Bay Estates Homeowners' Association, Inc., by filing a Supplemental Declaration with the office of the Dallas County Clerk, so long as such annexation has been approved by Owner's representing at least fifty-one percent (51%) of the Lots, and said Supplemental Declaration is signed by an Officer of the Heron's Bay Estates Homeowners' Association, Inc.; and

E. Article XIII, Section 8.1 of the Heron's Bay Estates Declaration, as amended, permits the owner of a tract or parcel of real property to be annexed and Owner's representing at least fifty-one percent (51%) of the Lots to include in the Supplemental Declaration terms or

conditions that modify those contained in the Declaration or are in addition to those contained in the Declaration, which shall be applicable to the annexed tract or parcel only; and

F. First Texas Homes, Inc. desires to so add or annex additional property to the scheme of development set forth in the Heron's Bay Declaration and to the jurisdiction of the Heron's Bay Homeowners' Association, Inc., and Owner's representing at least fifty-one percent (51%) of the Lots have agreed to such annexation as evidenced by the signature below of an officer of the Heron's Bay Homeowners' Association, Inc.

G. First Texas Homes, Inc. and Owners representing at least fifty-one percent (51%) of the Lots have agreed to include in the Supplemental Declaration certain terms or conditions that modify those contained in the Declaration or are in addition to those contained in the Declaration, which shall be applicable to the annexed tract or parcel of real property only.

**NOW, THEREFORE,** First Texas Homes, Inc. and the Heron's Bay Homeowners' Association, Inc. hereby declare as follows:

(a) The real property described in Exhibit "A" attached hereto and incorporated herein by reference for all purposes (designated as the ***Annexed Property*** for purposes of this Supplemental Declaration) is and shall be subject to the scheme and plan of development contained in the Heron's Bay Estates Declaration and the Second Amendment, and shall, from and after the date this Second Supplemental Declaration is filed with the Dallas County Clerk's office, be held, transferred, sold, conveyed, used, and occupied subject to the covenants, restrictions, easements, charges, and liens set forth in the Heron's Bay Estates Declaration, and the First Amendment (all of which are hereby incorporated herein by reference for all purposes).

(b) Section 3.3A is added to Article 3 of the Heron's Bay Estates Declaration, for purposes of the Annexed Property only, and shall read, in its entirety, as follows:

***Section 3.3A Special Procedure for Builders / New Construction. The ACC shall approve a mixed set of final plans and specification to be used by homebuilders for a Residence to be constructed on Lots within the Annexed Property. Builders may use such approved plans and specifications for Residences to be constructed on Lots within the Annexed Property without further approval from the ACC under this Article 3 provided that: (a) there shall be at least two (2) Lots on the same side of the street between Lots with Residences using the same or substantially the same exterior elevations, and (b) under no circumstance shall Residences be constructed on Lots directly across the street from each other using the same or substantially the same exterior elevations. Design Guidelines/Buildings Standards promulgated by the ACC shall not be effective with respect to new construction on the Annexed Property***

***unless such Design Guidelines/Buildings Standards are first approved in writing by First Texas Homes, Inc.***

(c) Section 5.2 of Article 5 of the Heron's Bay Estates Declaration, for purposes of the Annexed Property only, shall read, in its entirety, as follows:

***Section 5.2 Voting Power. All Owners shall be entitled to one vote for each Lot owned. If more than one person owns an interest in a Lot, they shall cast their vote in any way they deem fit, but there shall be no fractional votes cast, and no more than one vote with respect to any Lot.***

(d) Paragraph (c) of Section 6.3 of Article 6 of the Heron's Bay Estates Declaration, for purposes of the Annexed Property only, shall read, in its entirety, as follows:

***(c) Rate of Assessments. Notwithstanding anything contained herein to the contrary, the rate of assessment for Lots (other than Lots owned by Builders) shall be 100% of the per Lot assessment levied for either Maintenance Assessments or Special Assessments. The rate of assessment for Builders shall be 0% on any Lot so owned by a Builder for either Maintenance Assessments or Special Assessments.***

(e) Section 6.3A is added to Article 6 of the Heron's Bay Estates Declaration, for purposes of the Annexed Property only, shall read, in its entirety, as follows:

***Section 6.3A Acquisition Assessments. At any time record title to any of the Annexed Lots is transferred by a Builder to the first Owner, an acquisition assessment shall be paid to the Association by the Builder at closing in the amount of One Hundred Fifty And No/100 Dollars (\$150.00). Acquisition assessments are not refundable and shall be available for all necessary expenditures of the Association as determined by the Board.***

(f) Section 9.4A is added to Article 9 of the Heron's Bay Estates Declaration, for purposes of the Annexed Property only, shall read, in its entirety, as follows:

***Section 9.4A Amendments to Declaration Affecting New Construction. Notwithstanding anything contained in the Declaration to the contrary, any***

*amendment which would have the effect of modifying or altering any provision which can be reasonably construed to affect new construction on the Annexed Lots, or add requirements or limitations to new construction on the Annexed Lots, must be approved in writing by First Texas Homes, Inc. in order to be effective.*

(g) Section 9.13 is added to Article 9 of the Heron's Bay Estates Declaration, for purposes of the Annexed Property only, shall read, in its entirety, as follows:

**Section 9.13 Initial Maintenance of Common Area in the Annexed Property.** *Until the first Lot in the Annexed Property is sold to an individual who intends to occupy said Lot for residential purposes, First Texas Homes, Inc. shall be solely responsible for the maintenance of the Common Area within the Annexed Property. Following the conveyance of the first Lot in the Annexed Property as provided herein, maintenance obligations for the Common Area in the Annexed Property shall be governed by Article 7, Section 7.3 of the Declaration.*

(h) Section 9.14 is added to Article 9 of the Heron's Bay Estates Declaration, for purposes of the Annexed Property only, shall read, in its entirety, as follows:

**Section 9.14 Validity of Second Supplemental Declaration.** *The terms and conditions of this Second Supplemental Declaration shall have no force or effect until First Texas Homes, Inc. tenders to the Association payment as follows: (i) Fifteen Thousand Dollars (\$15,000.00) which shall be used for future capital improvements; and (ii) Three Thousand Dollars (\$3,000.00) which shall be used in the event of a deficiency in funds allocated to maintenance obligations of Common Area in the Annexed Property by the Association.*

Executed this \_\_\_\_\_ day of \_\_\_\_\_, 2014.

**HERON'S BAY ESTATES HOMEOWNERS  
ASSOCIATION, INC.**

By: \_\_\_\_\_  
Its: \_\_\_\_\_

**FIRST TEXAS HOMES, INC.**

By: \_\_\_\_\_  
Keith Hardesty,  
DFW Division President

STATE OF TEXAS       §  
                                  §  
COUNTY OF DALLAS   §

This instrument was acknowledged before me on the \_\_\_\_\_ day of \_\_\_\_\_,  
2014, by \_\_\_\_\_,  
of Heron's Bay Estates Homeowners' Association, Inc., on behalf of said corporation.

\_\_\_\_\_  
Notary Public, State of Texas

STATE OF TEXAS       §  
                                  §  
COUNTY OF DALLAS   §

This instrument was acknowledged before me on the \_\_\_\_ day of \_\_\_\_\_, 2014, by  
Keith Hardesty, DFW Division President of First Texas Homes, Inc., on behalf of said  
corporation.

\_\_\_\_\_  
Notary Public, State of Texas

**CERTIFICATION OF COMPLIANCE**

I, \_\_\_\_\_, the duly-elected Secretary of the Heron's Bay Estates Homeowners' Association, Inc., do hereby certify:

That this Second Supplemental Declaration for the Heron's Bay Estates was approved by the Owners representing at least fifty-one percent (51%) of the Lots and approve same for recording in the Official Public Records of Dallas County, Texas.

IN WITNESS WHEREOF, I heretofore subscribe my hand on this \_\_\_\_\_ day of \_\_\_\_\_, 2014.

\_\_\_\_\_  
Secretary