

**FOURTH AMENDMENT  
TO  
DECLARATION OF COVENANTS, EASEMENTS AND RESTRICTIONS  
(HERITAGE)**

FILED  
TARRANT COUNTY TEXAS  
2005 AUG 29 AM 12:40  
SUSAN WENDERSON  
COUNTY CLERK  
BY \_\_\_\_\_

This FOURTH AMENDMENT TO DECLARATION OF COVENANTS, EASEMENTS AND RESTRICTIONS ("**Fourth Amendment**") is made this 19th day of August, 2005 by Hillwood Alliance Residential, L.P., a Texas limited partnership (the "**Declarant**");

WITNESSETH:

WHEREAS, Declarant recorded that certain Declaration of Covenants, Easements and Restrictions dated November 28, 2000, and recorded December 4, 2000, under Document No. D200270234, Real Property Records of Tarrant County, Texas (the "**Declaration**"); and

WHEREAS, Declarant executed that certain First Amendment to Declaration of Covenants, Easements and Restrictions dated April 18, 2002, and recorded April 19, 2002, under Document No. D202108872, Real Property Records of Tarrant County, Texas (the "**First Amendment**"); and

WHEREAS, Declarant executed that certain Second Amendment to Declaration of Covenants, Easements and Restrictions dated December 17, 2002, and recorded January 9, 2003, under Document No. D203012666, Real Property Records of Tarrant County, Texas (the "**Second Amendment**"); and

WHEREAS, Declarant executed that certain Third Amendment to Declaration of Covenants, Easements and Restrictions dated June 24, 2003, and recorded July 10, 2003, under Document No. D203248486, Real Property Records of Tarrant County, Texas (the "**Third Amendment**"); and

WHEREAS, the amendment set forth below has been duly approved in accordance with **Article III Section 3.14** of the Declaration;

NOW, THEREFORE, pursuant to the powers retained by Declarant under the Declaration, Declarant hereby amends the Declaration as follows;

1. **Section 1.7. Uses Specifically Prohibited and Other Provisions.**  
Section 17 (r) is hereby deleted in its entirety and replaced with the following provision:

**Section 1.7 (r) Signs.** "For Rent" or "For Lease" signs are prohibited and shall not be displayed to the public view on the Property except that:

(r.1) Declarant may erect and maintain a sign or signs deemed by it to be reasonable and necessary for the construction, development, operation, promotion and sale of the Lots.

(r.2) Any Builder, during the construction and sale of a Residence, may utilize professional signs (of not more than six (6) square feet in size) on each Lot which it owns for advertising and sales promotion.

(r.3) One "For Sale" sign (of not more than six (6) square feet in size) may be utilized on a Lot by the homeowner of that Lot for the sale of that Lot and its improvements.

(r.4) Two small, professionally fabricated signs indicating that the Lot is protected by a security system and monitored by a professional security company may be placed on a Lot.

(r.5) Political signs are allowed provided that they are in compliance with applicable Texas law governing political signs and with the Design Guidelines.

(r.6) Personal signs indicating school affiliations, birth announcements and similar type signs may be erected on a Lot provided they are in compliance with the Design Guidelines.

(r.7) No sign may be placed on the Common Property or the entrance areas to the Development without written approval of the Board.

No Owner shall engage in any picketing on any Lot, easement, right-of-way or Common Area within or adjacent to the Community, nor shall any Owner park, store or drive any vehicle in or adjacent to the Community which bears or displays any signs, slogans, symbols, words or decorations intended to create controversy, invite ridicule or disparagement, or interfere in any way with the exercise of the property rights, occupancy or permitted business activities of any Owner, Builder or the Declarant.

The Board or its agents shall, without notice, have the right, but not the obligation, to remove any sign, billboard or other advertising structure that does not comply with this Section and in so doing shall not be subject to any liability for trespass or any other liability in connection with such removal. In addition to any other remedy provided herein for the enforcement of violations of the Governing Documents, the failure to comply with this Section 1.7 (r) will subject any Owner to a fine of up to \$100.00 per day per sign for each day such Owner fails to comply with this Section. The Board shall have the right to erect signs as it deems appropriate. All signs are to be in compliance with the sign ordinance of the City.

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