

AFTER RECORDING RETURN TO:

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1700 Pacific Avenue
Suite 2700
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**SECOND AMENDMENT
TO THE DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS
FOR THE VILLAGE AT FRISCO LAKES**

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

INTRODUCTORY PROVISIONS

WHEREAS, the Declaration of Covenants, Conditions and Restrictions for The Village at Frisco Lakes was executed by Pulte Homes of Texas, L.P., as Declarant, and filed of record on March 27, 2006, as Instrument No. 2006-34621 in the Official Public Records of Denton County, Texas (the "Village at Frisco Lakes Declaration"); and

WHEREAS, the Villages at Frisco Lakes Declaration was amended by virtue of that certain First Amendment to the Declaration of Covenants, Conditions and Restrictions for The Village at Frisco Lakes, filed on January 22, 2008, and recorded as Instrument No. 2008-6641 of the Official Public Records of Denton County, Texas (the "First Amendment"); and

WHEREAS, the Village at Frisco Lakes Declaration and the First Amendment affect certain tracts or parcels of real property located in Denton County, Texas, more particularly described on

Exhibit "A" attached hereto and incorporated herein by reference for all purposes (the "Properties");
and

WHEREAS, pursuant to and in accordance with the provisions of Article XXI, Section 21.1 of the Village at Frisco Lakes Declaration, Declarant has the right to amend the Village at Frisco Lakes Declaration, without joinder of any person, for any purpose; and

WHEREAS, Pulte Homes of Texas, L.P., ("Declarant") desires to amend certain provisions of the Village at Frisco Lakes Declaration as evidenced by its duly authorized representative's signature below.

NOW, THEREFORE, the Village at Frisco Lakes Declaration is hereby amended as follows:

(a) Section 9.3 of Article IX of the Village at Frisco Lakes Declaration is hereby amended to read, in its entirety, as follows:

9.3 Budgeting for Reserves; Supplemental Base or Neighborhood Assessments Due Upon Transfer. *The Board shall prepare, on an annual basis, reserve budgets which take into account the number and nature of replaceable assets, the expected life of each asset, and the expected repair or replacement cost of each asset. Such reserve budgets may also anticipate making additional capital improvements and purchasing additional capital assets. The Board shall include in the Base Assessments reserve contributions in amounts sufficient to meet these projected needs, if any.*

The Board may adopt resolutions regarding the expenditure of reserve funds, including policies designating the nature of assets for which reserve funds may be expended. Such policies may differ for general Association purposes. So long as Declarant owns any portion of the Properties or has the right to annex property pursuant to Section 10.01, neither the Association nor the Board shall adopt, modify, limit or expand such policies without the Declarant's prior written consent.

The supplemental reserve/operating Base Assessment or Neighborhood Assessment shall be due upon the sale or transfer of a Lot as follows or in any combination thereof:

- (a) payable by the purchaser of the Lot upon his or her purchase from the Declarant; or*
- (b) payable by the purchaser or the seller of the Lot, as determined by the Board, upon the sale of a Lot by a Home Owner.*

The amount of any such supplemental reserve/operating Base Assessment or Neighborhood Assessment shall be One Thousand Five Hundred and No/100 Dollars (\$1,500.00). Of this amount, One Thousand and No/100 Dollars (\$1,000.00) shall be allocated to the funding of capital reserves and improvements, and Five Hundred (\$500.00) shall be allocated to the general operating fund of the Association.

(b) Article XIX of the Village at Frisco Lakes Declaration is hereby amended to read, in its entirety, as follows:

Article XIX
CHANGES IN OWNERSHIP OF LOTS

Any Owner, other than the Declarant, desiring to sell or otherwise transfer title to his or her Lot shall give the Board at least seven days prior written notice of the name and address of the purchaser or transferee, the date of such transfer of title, and such other information as the Board may reasonable require. The transferor shall continue to be jointly and severally responsible with the transferee for all obligations of the Owner of the Lot, including assessment obligations, until the date upon which such notice tice received by the Board, notwithstanding the transfer of title. The Association may require payment of a reasonable administration or registration fee by the transferee.

Upon sale or transfer of title to a Lot, the transferor, other than the Declarant, shall pay an administrative transfer fee in such amount as may be determined by the Board from time to time, and a supplemental reserve/operating Base Assessment or Neighborhood Assessment as provided in Article IX, Section 9.3 hereof. The administrative transfer fee shall be

paid to the Association or its managing agent, as determined by the Board. The supplemental reserve/operating Base Assessment or Neighborhood Assessment due upon transfer, in the amount provided for in Article IX, Section 9.3 hereof, shall be paid to the Association. In the event that transferor fails to pay the administrative transfer fees and/or the supplemental reserve/operating Base Assessment or Neighborhood Assessment due upon transfer, the transferee shall be jointly and severally liable, and all such amounts due upon transfer may be charged to the transferee as a Benefitted Assessment.

The terms and provisions of the Village at Frisco Lakes Declaration and the First Amendment, except as modified herein, are hereby declared to be in full force and effect with respect to the Properties. The Properties shall continue to be held, occupied, sold and conveyed subject to the terms and conditions of the Village at Frisco Lakes Declaration, the First Amendment and this Second Amendment, which shall run with title to the Properties, and are binding on all parties having any right, title or interest in and to the Properties or any part thereof, including their heirs, representatives, successors, transferees and assigns, and shall inure to the benefit of each Owner thereof.

IN WITNESS WHEREOF, the Declarant has caused this Second Amendment to the Declaration of Covenants, Conditions and Restrictions for The Village at Frisco Lakes to be filed of record with the office of the Denton County Clerk.

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DECLARANT:

PULTE HOMES OF TEXAS, L.P.,
a Texas limited partnership

By: PNI, Inc.,
its General Partner

By: Chris Cullen
Its: Assistant Secretary

STATE OF TEXAS §
 §
COUNTY OF DALLAS §

This instrument was acknowledged before me on the 15 day of October,
2008, by Charlie Coleman, Division President of
PNI, Inc., as general partner of Pulte Homes Texas, L.P., on behalf of said limited partnership.

Michele Lisenby
Notary Public, State of Texas



EXHIBIT "A"

Land Initially Submitted

THIS STAMP IS FOR SCANNING
PURPOSES ONLY.

EXHIBIT A: FOR Z# _____, - TRACT 1

BEING A TRACT OF LAND LYING AND BEING SITUATED IN THE D. BLANTON SURVEY, ABSTRACT NUMBER 1456, A. SPARKS SURVEY, ABSTRACT NUMBER 1491, M.E.P. & P. R.R. SURVEY, ABSTRACT NUMBER 919, DAVID E. LAWHORN SURVEY, ABSTRACT NUMBER 727, B.B.B. & C. R.R. COMPANY SURVEY, ABSTRACT NUMBER 171 & 179, AND THE A. SMITH SURVEY, ABSTRACT NUMBER 1194, AND BEING A PORTION OF THOSE TRACTS OF LAND CONVEYED TO PULTIE HOMES OF TEXAS, L.P., ACCORDING TO THE DEED FILED OF RECORD IN DENTON COUNTY CLERK FILE NUMBER 2004-118342, DEED RECORDS OF DENTON COUNTY, TEXAS, AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING	AT A POINT FOR THE BEGINNING OF A NON-TANGENT CURVE TO THE LEFT AT THE "T" INTERSECTION OF HACKBERRY AND ROSE ROADS;
THENCE	ALONG SAID CURVE TO THE LEFT, HAVING A DELTA ANGLE OF 45°07'44", A RADIUS OF 1500.00 FEET, AN ARC LENGTH OF 1181.47 FEET, A CHORD BEARING OF NORTH 67°08'38" EAST, AND A CHORD LENGTH OF 1151.17 FEET TO A POINT FOR A CORNER;
THENCE,	NORTH 44°34'46" EAST, A DISTANCE OF 843.57 FEET TO A POINT FOR CORNER AT THE BEGINNING OF A CURVE TO THE RIGHT;
THENCE	ALONG SAID CURVE TO THE RIGHT HAVING A DELTA ANGLE OF 61°38'51", A RADIUS OF 3000.00 FEET, AN ARC LENGTH OF 3227.86 FEET, A CHORD BEARING OF NORTH 75°24'12" EAST, AND A CHORD LENGTH OF 3074.40 FEET TO A POINT FOR A CORNER;
THENCE,	SOUTH 73°46'22" EAST, A DISTANCE OF 1070.19 FEET TO A POINT FOR CORNER AT THE BEGINNING OF A CURVE TO THE LEFT;
THENCE	ALONG SAID CURVE TO THE LEFT HAVING A DELTA ANGLE OF 16°36'29", A RADIUS OF 3000.00 FEET, AN ARC LENGTH OF 869.59 FEET, A CHORD BEARING OF SOUTH 82°04'37" EAST, AND A CHORD LENGTH OF 866.55 FEET TO A POINT FOR A CORNER;

THENCE, NORTH 89°37'09" EAST, A DISTANCE OF 501.66 FEET TO A POINT FOR CORNER IN THE CURVING WEST LINE OF F.M HIGHWAY 423;

THENCE ALONG THE WEST LINE OF SAID F.M. HIGHWAY AND SAID CURVE TO THE LEFT HAVING A DELTA ANGLE OF 4°03'21", A RADIUS OF 5774.57 FEET, AN ARC LENGTH OF 408.76 FEET, A CHORD BEARING OF SOUTH 03°34'32" EAST, AND A CHORD LENGTH OF 408.67 FEET TO A POINT FOR A CORNER;

THENCE, SOUTH 05°36'12" EAST, A DISTANCE OF 1148.90 FEET TO A POINT FOR CORNER A THE BEGINNING OF A CURVE TO THE RIGHT;

THENCE ALONG SAID CURVE TO THE RIGHT HAVING A DELTA ANGLE OF 2°48'07", A RADIUS OF 5684.58 FEET, AN ARC LENGTH OF 278.00 FEET, A CHORD BEARING OF SOUTH 04°12'09" EAST, AND A CHORD LENGTH OF 277.97 FEET TO A POINT FOR A CORNER;

THENCE, SOUTH 42°03'26" WEST, A DISTANCE OF 119.00 FEET TO A POINT FOR CORNER;

THENCE, SOUTH 00°59'27" EAST, A DISTANCE OF 62.00 FEET TO A POINT FOR CORNER;

THENCE, NORTH 89°34'48" EAST, A DISTANCE OF 83.99 FEET TO A POINT FOR CORNER AT THE BEGINNING OF A CURVE TO THE RIGHT;

THENCE ALONG SAID CURVE TO THE RIGHT HAVING A DELTA ANGLE OF 2°36'16", A RADIUS OF 5684.61 FEET, AN ARC LENGTH OF 258.41 FEET, A CHORD BEARING OF SOUTH 00°00'39" WEST, AND A CHORD LENGTH OF 258.38 FEET TO A POINT FOR A CORNER,

THENCE, SOUTH 01°18'48" WEST, A DISTANCE OF 737.20 FEET TO A POINT FOR CORNER;

THENCE, SOUTH 07°01'26" WEST, A DISTANCE OF 100.50 FEET TO A POINT FOR CORNER;

THENCE, SOUTH 01°18'48" WEST, A DISTANCE OF 100.00 FEET TO A POINT FOR CORNER;

THENCE, SOUTH 04°23'51" EAST, A DISTANCE OF 100.50 FEET TO A POINT FOR CORNER;

THENCE, SOUTH 01°18'48" WEST, A DISTANCE OF 908.80 FEET TO A POINT FOR CORNER;

THENCE, WEST, LEAVING THE WEST LINE OF SAID F.M. HIGHWAY, A DISTANCE OF 976.74 FEET TO A POINT FOR CORNER;

THENCE, SOUTH 39°58'45" WEST, A DISTANCE OF 126.03 FEET TO A POINT FOR CORNER;

THENCE, NORTH 79°52'24" WEST, A DISTANCE OF 100.33 FEET TO A POINT FOR CORNER;

THENCE, SOUTH 36°26'32" WEST, A DISTANCE OF 245.67 FEET TO A POINT FOR CORNER;

THENCE, NORTH 28°54'57" WEST, A DISTANCE OF 204.99 FEET TO A POINT FOR CORNER;

THENCE, SOUTH 16°56'39" WEST, A DISTANCE OF 135.65 FEET TO A POINT FOR CORNER;

THENCE, SOUTH 08°44'03" EAST, A DISTANCE OF 151.41 FEET TO A POINT FOR CORNER;

THENCE, NORTH 85°57'48" WEST, A DISTANCE OF 367.25 FEET TO A POINT FOR CORNER;

THENCE, SOUTH 41°31'39" WEST, A DISTANCE OF 113.53 FEET TO A POINT FOR CORNER;

THENCE, SOUTH 73°01'04" WEST, A DISTANCE OF 497.61 FEET TO A POINT FOR CORNER;

THENCE, SOUTH 43°15'58" WEST, A DISTANCE OF 252.15 FEET TO A POINT FOR CORNER;

THENCE, SOUTH 86°41'56" WEST, A DISTANCE OF 224.54 FEET TO A POINT FOR CORNER;

THENCE, SOUTH 25°29'00" WEST, A DISTANCE OF 196.54 FEET TO A POINT FOR CORNER;

THENCE, SOUTH 36°27'50" WEST, A DISTANCE OF 212.21 FEET TO A POINT FOR CORNER;

THENCE, SOUTH 04°38'07" WEST, A DISTANCE OF 102.70 FEET TO A POINT FOR CORNER;

THENCE, SOUTH 65°26'31" WEST, A DISTANCE OF 184.58 FEET TO A POINT FOR CORNER;

THENCE, SOUTH 53°52'11" WEST, A DISTANCE OF 205.67 FEET TO A POINT FOR CORNER;

THENCE, SOUTH 67°28'29" WEST, A DISTANCE OF 314.41 FEET TO A POINT FOR CORNER;

THENCE, SOUTH 77°20'45" WEST, A DISTANCE OF 211.45 FEET TO A POINT FOR CORNER;

THENCE, SOUTH 82°20'51" WEST, A DISTANCE OF 423.37 FEET TO A POINT FOR CORNER;

THENCE, SOUTH 68°33'53" WEST, A DISTANCE OF 112.29 FEET TO A POINT FOR CORNER;

THENCE, NORTH 01°38'47" WEST, A DISTANCE OF 24.43 FEET TO A POINT FOR CORNER;

THENCE, NORTH 79°31'27" WEST, A DISTANCE OF 1169.59 FEET TO A POINT FOR CORNER;

THENCE, NORTH 46°44'44" EAST, A DISTANCE OF 1170.60 FEET TO A POINT FOR CORNER;

THENCE, SOUTH 84°36'17" WEST, A DISTANCE OF 1099.63 FEET TO A POINT FOR CORNER;

THENCE, SOUTH 58°37'10" WEST, A DISTANCE OF 361.11 FEET TO A POINT FOR CORNER;

THENCE, NORTH 08°32'24" WEST, A DISTANCE OF 2051.07 FEET TO A POINT FOR CORNER;

THENCE, NORTH 01°52'51" WEST, A DISTANCE OF 199.24 FEET TO A POINT FOR CORNER;

THENCE, NORTH 00°58'32" WEST, A DISTANCE OF 936.34 FEET TO A POINT FOR CORNER;

THENCE, NORTH 89°53'13" WEST, A DISTANCE OF 501.00 FEET TO A POINT FOR CORNER;

THENCE, SOUTH 02°49'00" EAST, A DISTANCE OF 939.00 FEET TO A POINT FOR CORNER;

THENCE, SOUTH 03°26'06" EAST, A DISTANCE OF 233.00 FEET TO A POINT FOR CORNER;

THENCE, SOUTH 10°23'05" EAST, A DISTANCE OF 1398.27 FEET TO A POINT FOR CORNER;

THENCE, SOUTH 16°55'46" WEST, A DISTANCE OF 130.07 FEET TO A POINT FOR CORNER;

THENCE, SOUTH 67°32'45" WEST, A DISTANCE OF 1301.42 FEET TO A POINT FOR CORNER;

THENCE, NORTH 26°35'44" WEST, A DISTANCE OF 800.64 FEET TO A POINT FOR CORNER;

THENCE, SOUTH 28°16'16" WEST, A DISTANCE OF 1000.68 FEET TO A POINT FOR CORNER;

THENCE, NORTH 71°25'42" WEST, A DISTANCE OF 299.96 FEET TO A POINT FOR CORNER;

THENCE, SOUTH 25°38'10" WEST, A DISTANCE OF 470.96 FEET TO A POINT FOR CORNER IN THE EAST LINE OF SARATOGA ADDITION, AN ADDITION TO DENTON COUNTY, TEXAS, RECORDED IN CABINET C, PAGE 36, PLAT RECORDS OF DENTON COUNTY, TEXAS;

THENCE, NORTH 00°41'09" WEST, ALONG THE EAST LINE OF SAID ADDITION, A DISTANCE OF 1571.87 FEET TO A POINT FOR CORNER AT THE NORTHEAST CORNER OF THE REPLAT OF SARATOGA ADDITION, SECTION TWO, AN ADDITION TO DENTON COUNTY, TEXAS, AS RECORDED IN CABINET M, PAGE 335, PLAT RECORDS OF DENTON COUNTY, TEXAS;

THENCE, SOUTH 89°30'54" WEST, ALONG THE NORTH LINE OF SAID ADDITION, A DISTANCE OF 619.20 FEET TO A POINT FOR CORNER IN THE EAST LINE OF LARIAT;

THENCE, NORTH 01°15'26" WEST, ALONG A PORTION OF LARIAT TO THE INTERSECTION OF HACKBERRY ROAD, AND CONTINUEING GENERALLY ALONG THE CENTER OF HACKBERRY ROAD, A DISTANCE OF 2634.65 FEET TO A POINT FOR THE INTERSECTION OF THE CENTER OF SAID ROAD, AND FOR A CORNER OF THIS TRACT;

THENCE, NORTH 89°42'30" EAST, GENERALLY ALONG THE CENTER OF SAID ROAD, A DISTANCE OF 2646.30 FEET TO THE **POINT OF BEGINNING**, AND CONTAINING 973.64 ACRES OF LAND, MORE OR LESS.

THIS DOCUMENT WAS PREPARED UNDER 22 TAC 663.21, DOES NOT REFLECT THE RESULTS OF AN ON THE GROUND SURVEY, AND IS NOT TO BE USED TO CONVEY OR ESTABLISH INTERESTS IN REAL PROPERTY EXCEPT THOSE RIGHTS AND INTEREST IMPLIED OR ESTABLISHED BY THE CREATION OR RECONFIGURATION OF THE POLITICAL SUBDIVISION FOR WHICH IT WAS PREPARED.

EXHIBIT "B"

Land Subject to Annexation

ALL THOSE TRACTS OR PARCELS OF LAND located within 2 miles of the property described on Exhibit "A".

THIS STAMP IS FOR SCANNING
PURPOSES ONLY.