

**FIRST AMENDMENT  
 TO  
 BYLAWS  
 OF  
 THE HOMEOWNERS ASSOCIATION OF HERITAGE RANCH, INC.**

2002- 0184085

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

This **FIRST AMENDMENT TO BYLAWS OF THE HOMEOWNERS ASSOCIATION OF HERITAGE RANCH, INC.** (this "First Amendment") is made this 25<sup>th</sup> day of November, 2002, by **U.S. DEVELOPMENT COMPANY** (hereinafter referred to as "Declarant").

**WITNESSETH:**

**WHEREAS**, the Bylaws of The Homeowners Association of Heritage Ranch, Inc. (the "Bylaws") are attached as Exhibit "C" to the 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 VI, Section 6.6(a) of the Bylaws provides that the Bylaws may be unilaterally amended by the Declarant at any time prior to the termination of the Class B membership; and

**WHEREAS**, the Declarant desires to amend the Bylaws to change the annual meeting date of the Association from the third quarter of the Association's fiscal year to the Association's first quarter.

**NOW, THEREFORE**, the Declarant hereby amends the Bylaws as follows:

1. Article II, Section 2.3 of the Bylaws is hereby amended by deleting the second sentence of this subsection and replacing it with the following:

Subsequent regular annual meetings shall be set by the Board so as to occur during the first quarter of the Association's fiscal year on a date and at a time set by the Board.

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

IN WITNESS WHEREOF, this First Amendment has been executed as of the date first above written.

U.S. HOME DEVELOPMENT COMPANY

By: George A. d'Hemecourt III  
George A. d'Hemecourt, III, duly authorized agent

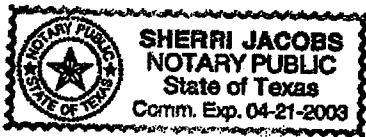
ACKNOWLEDGMENT

STATE OF TEXAS

§  
§  
§

COUNTY OF DENTON

BEFORE ME, a Notary Public in and for the State of Texas, duly authorized to take acknowledgments, personally appeared GEORGE A. D'HEMECOURT III duly authorized agent of U.S. Home Development Company, and acknowledged that he executed the foregoing document on behalf of said company.



[Signature]  
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, Suite 1050  
Dallas, Texas 75219

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**SECOND AMENDMENT  
TO  
BYLAWS  
OF  
THE HOMEOWNERS ASSOCIATION OF HERITAGE RANCH, INC.**

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

This **SECOND AMENDMENT TO BYLAWS OF THE HOMEOWNERS ASSOCIATION OF HERITAGE RANCH, INC.** (this "Second Amendment") is made this \_\_\_ day of July, 2007, **LENNAR HOMES OF TEXAS LAND AND CONSTRUCTION, LTD. d/b/a U.S. HOME DEVELOPMENT COMPANY** (hereinafter referred to as "Declarant").

**WITNESSETH:**

**WHEREAS**, the Bylaws of The Homeowners Association of Heritage Ranch, Inc. (the "Bylaws") are attached as Exhibit "C" to the 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 VI, Section 6.6(a) of the Bylaws provides that the Bylaws may be unilaterally amended by the Declarant at any time prior to the termination of the Class B membership; and

**NOW, THEREFORE**, the Declarant hereby amends the Bylaws as follows:

**1. Amend Article III.A., Section 3.6(b) and (c) by deleting these subsections in their entirety and replacing them with the following:**

(b) Within thirty (30) days after termination of the Class B Control Period, the President shall call a special meeting of the Board to set a date for a meeting of the membership to elect directors to the Board (the "Election Meeting"). The Election Meeting shall be held at least thirty (30) days, but no less than sixty (60) days, after the special meeting of the Board.

(c) At the Election Meeting, four (4) directors shall be elected by the Members. The remaining position on the Board shall be appointed by the Declarant. The term of the directors elected by the Members shall not commence until the Turnover Meeting described in Section 3.6(d) below occurs. The two directors receiving the highest number of votes shall serve for a term of two (2) years and the two directors receiving the fewest number of votes shall serve for a term of one (1) year, and until their successors are duly elected and qualified. At the expiration of the initial term of office of each such member of the Board and at each annual meeting thereafter, a successor shall be elected to serve for a term of two (2) years.

(d) 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. 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 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. Upon expiration of this right, the remaining Board members shall appoint a successor to serve until the next annual meeting of the Association, at which time the Members shall elect a successor to serve for a term of two (2) years.

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

IN WITNESS WHEREOF, this Second Amendment has been executed as of the date first above written.

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

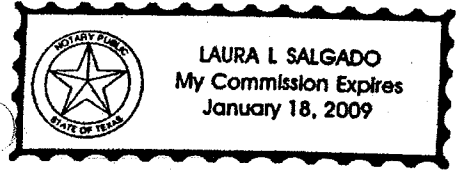
By: Alicia Schwarz  
Name: Alicia Schwarz  
Its: Assistant Secretary

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 Schwarz, 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  
\$24.00 TFOSTER  
20070723001011110



*Stacey Kemp*

**THIRD AMENDMENT  
TO  
BYLAWS  
OF  
THE HOMEOWNERS ASSOCIATION OF HERITAGE RANCH, INC.**

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

This **THIRD AMENDMENT TO BYLAWS OF THE HOMEOWNERS ASSOCIATION OF HERITAGE RANCH, INC.** (this "Third Amendment") is made this \_\_\_ day of August, 2007, **LENNAR HOMES OF TEXAS LAND AND CONSTRUCTION, LTD. d/b/a U.S. HOME DEVELOPMENT COMPANY** (hereinafter referred to as "Declarant").

**WITNESSETH:**

**WHEREAS**, the Bylaws of The Homeowners Association of Heritage Ranch, Inc. (the "Bylaws") are attached as Exhibit "C" to the 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 VI, Section 6.6(a) of the Bylaws provides that the Bylaws may be unilaterally amended by the Declarant at any time prior to the termination of the Class B membership; and

**NOW, THEREFORE**, the Declarant hereby amends the Bylaws as follows:

**1. Amend Article III.A., Section 3.6(b) and (c) and (d) by deleting these subsections in their entirety and replacing them with the following:**

(b) In preparation for the termination of the Class B Control Period, The President shall call a special meeting of the Board to set a date for a meeting of the membership to elect directors to the Board (the "Election Meeting"). The Election Meeting shall be held at least thirty (30) but no more than (60) days after the special meeting of the Board.

(c) At the Election Meeting, five (5) directors shall be elected by the Members; subject to the Declarant's right to appoint one (1) member to the Board as provided in Section 3.6(d) below. The term of the directors elected by the Members shall not commence until the Turnover Meeting described in Section 3.6(d) below occurs. The three directors receiving the highest number of votes shall serve for a term of two (2) years and the two directors receiving the fewest number of votes shall serve for a term of one (1) year, and until their successors and duly elected and qualified. At the expiration of the initial term of office of each such member of the Board and at each annual meeting thereafter, a successor shall be elected to serve for a term of two (2) years.

(d) 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 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. 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 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. If Declarant elects to exercise this right, the position held by the director receiving the fewest number of votes at the Election Meeting shall be deemed to be vacated and the Declarant may appoint a director (who will be the director removed for receiving the fewest number of votes) to fill the vacancy who shall serve until expiration of the Declarant's right to appoint. Upon expiration of this right, the remaining Board members shall appoint a successor (who will be the director receiving the fifth most votes in the last election) to serve until the next election of the Association, at which time the Members shall elect a successor to serve for a term of two (2) years.

**2. Amend Article III.A., Section 3.6 by adding the following paragraph:**

(e) Each member shall be entitled to cast the total number of votes attributed to the Lots which it represents with respect to each vacancy to be filled. The candidates receiving the most votes shall be elected and there shall be no run-offs with the exception of a tie vote for the final director position to be elected. In that event a run-off election between the vote tying candidates shall be scheduled as soon as practical. Directors shall be limited to serve on the Association for a term of not more than four (4) consecutive years and may be elected again to the Board after a period of absence from serving on the Board.

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

IN WITNESS WHEREOF, this Third Amendment has been executed as of the date first above written.

**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: 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

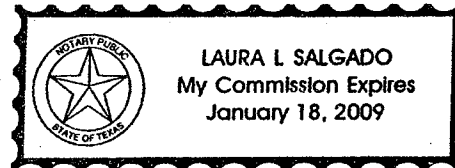
he executed the same for the purposes and consideration therein expressed, in the capacity therein stated and as the act and deed of said partnership.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 18 day of August, 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



Filed and Recorded  
Official Public Records  
Stacey Kemp  
Collin County, TEXAS  
09/25/2007 10:16:53 AM  
\$24.00 TFOSTER  
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*Stacey Kemp*