

WHEREAS, Article 9, Section 9.4 of the Declaration, entitled "Amendment to Declaration", provides the following:

These Covenants may be amended by the Declarant as provided in Section 8.6. In addition, the Declaration may be amended at any time and in any respect with the affirmative vote or written consent, or any combination thereof, of Members (both classes taken together) representing fifty-one percent (51%) of the total Class A Member votes and Class B Member votes in the Association; provided, however, that no such amendment shall be effective unless joined in by the Declarant until such time as Declarant no longer owns any portion of the Property or Property Subject to Annexation.

WHEREAS, at a duly called annual meeting of the Association held on January 11, 2022, at which a quorum was present, amendments to Article 2, Section 2.2(b), Article 2, Section 2.2(e), Article 6, Section 6.3(a), Article 6, Section 6.5(i), and Article 9, Section 9.7 of the Declaration were proposed to the Owners in the attendance, and at least fifty-one percent (51%) of the total votes allocated to Owners entitled to vote approved of the amendments to Article 2, Section 2.2(b), Article 2, Section 2.2(e), Article 6, Section 6.3(a), Article 6, Section 6.5(i), and Article 9, Section 9.7 of the Declaration ; and

WHEREAS, it is the desire of the Association to file this amendment to act as the Second Amendment to the Declaration.

NOW, THEREFORE, the Declaration is hereby amended as follows:

1. Article 2, Section 2.2 of the Declaration, entitled "Prohibited Used and Activities" is amended by deleting the language in Sub-Section (b), entitled "Parking and Vehicle Restrictions", in its entirety and replacing such with the following language:

(b) **Parking and Vehicle Restrictions**. All vehicles shall be parked, stored or placed in the garage or in the driveway of the Residence, with a maximum of 2 vehicles allowed in driveway, provided that all vehicles are operable and do not block the sidewalk or ADA ramps. On-street parking shall be limited to temporary parking of guests or invitees of Owners during parties, delivery of services and similar but for no more than 48 hours unless a short term exception is approved. Overnight street parking is not allowed for Owners or Occupants, unless a short-term exception is approved. Trucks with tonnage in excess of one ton and vehicles with signage or advertising displays shall not be permitted to park overnight on the streets, driveways or other areas within the property unless an exception is approved. No inoperative or unlicensed vehicles may be parked or stored, other than in an enclosed garage, within the Property. All work on vehicles (other than routine maintenance) shall be performed only in an enclosed garage. The foregoing provisions shall not restrict the parking of trucks and other vehicles as necessary in connection with construction of residences or other permitted structures on Lots.

2. Article 2, Section 2.2 of the Declaration, entitled "Prohibited Used and Activities" is amended by deleting the language in Sub-Section (e), entitled "Outdoor Burning Restrictions", in its entirety and replacing such with the following language:

(e) **Outdoor Burning Restrictions.** Outdoor burning of trash, leaves, and other items is prohibited. This restriction shall not be construed as prohibiting outdoor cooking on barbecue grills or the use of a fire pit in connection with use of a Residence.

3. Article 6, Section 6.3 of the Declaration, entitled "Regular Annual Maintenance Assessments" is amended by deleting the last sentence in Sub-Section (a), entitled "Annual Budget", which language is as follows:

Until and unless otherwise determined by the Board, the annual Maintenance Assessment shall be TWO THOUSAND AND NO/100 DOLLARS (\$2,000.00) per Lot per year.

4. Article 6, Section 6.5(i) of the Declaration, entitled "Capital Reserve/Improvement Contribution" is amended by:

Deleting the contribution amount of \$250.00 and replacing such amount with \$2,000.00; and

Deleting the last sentence of the paragraph in its entirety and replacing such with the following language: "Such amount shall be reviewed yearly and may be changed by the Board of Directors."

5. Article 9, Section 9.7 of the Declaration, entitled "Notices", is amended by adding the following language to the end of the first sentence:

or delivered by electronic mail

Except as modified by this Second Amendment, the Declaration shall remain in full force and effect. To the extent any other provisions of the Declaration, and all other governing legal documents of the Association, conflict with this Second Amendment, this Second Amendment is controlling and supercedes any other provision that provides otherwise.

IN WITNESS WHEREOF, the undersigned officer of the Association hereby represents that at least at least fifty-one percent (51%) of the total votes allocated to Owners entitled to vote have approved of this Second Amendment.

COLLEYVILLE HERON POND HOA

By: *Vincent M. Beardo*

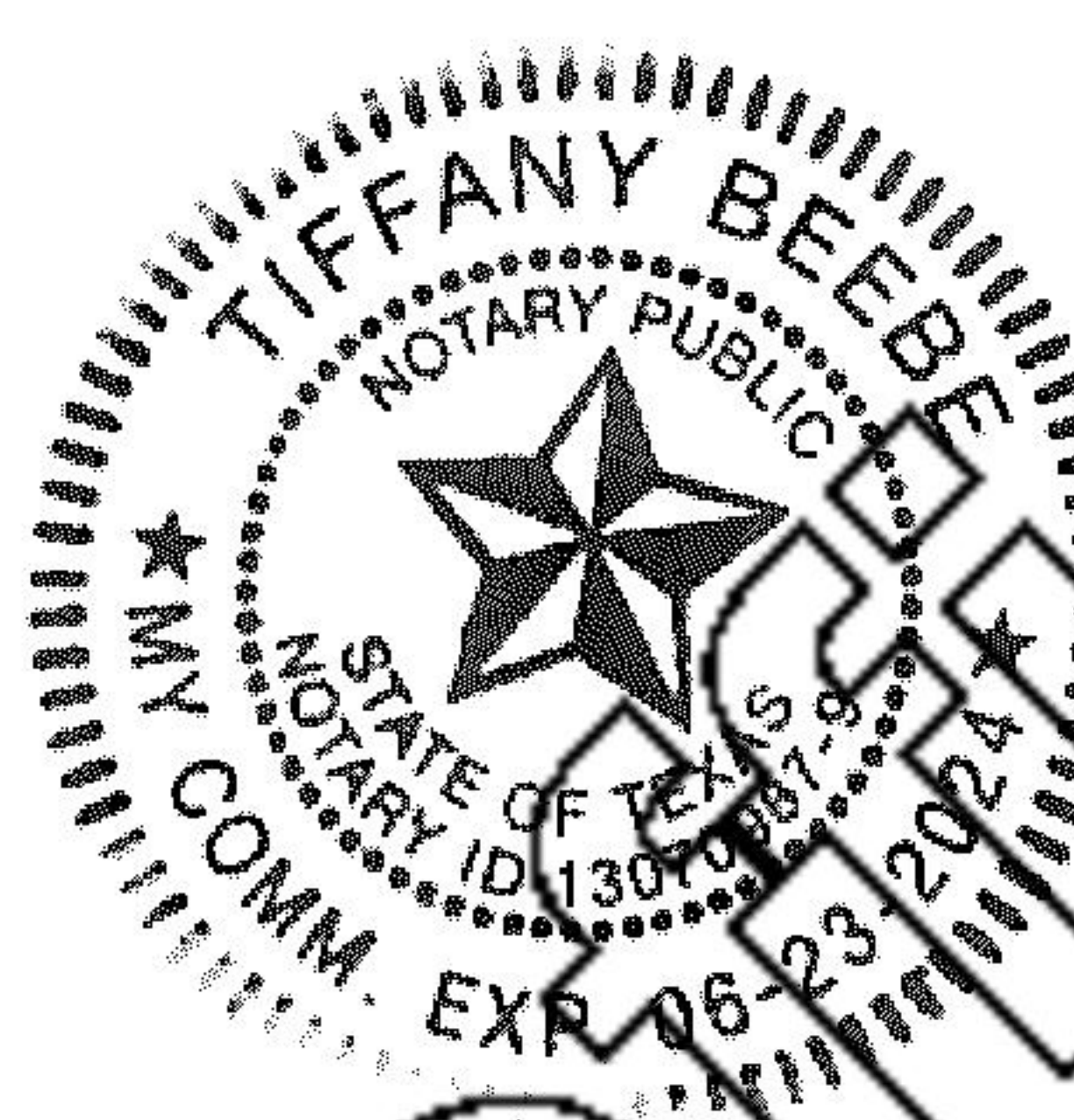
Its: President

STATE OF TEXAS §
 §
COUNTY OF Tarrant §

BEFORE ME, the undersigned authority, a Notary Public in and for said county and state, on this day personally appeared Vincent Beardo President of Colleyville Heron Pond HOA, a non-profit corporation, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he/she 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 January, ~~2022~~ 2023

Tiffany Beebe
Notary Public in and for the State of Texas



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