



**SECOND AMENDMENT
TO**

**DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS**

FOR:

PROVENCE @ FIREWHEEL

**CITY OF GARLAND
DALLAS COUNTY, TEXAS**

APRIL 28, 2009

Unofficial Copy

**SECOND AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS
AND RESTRICTIONS FOR PROVENCE @ FIREWHEEL**

STATE OF TEXAS §
 § KNOW BY ALL THESE PRESENT:
COUNTY OF DALLAS §

This Second Amendment to Declaration is executed effective as of April 28, 2009 by PROVENCE @ FIREWHEEL HOMEOWNERS' ASSOCIATION, INC. (the "Association").

RECITALS:

- A. Provence @ Firewheel I, L.P. and Provence @ Firewheel, L.P., (the "Declarant"), owned certain real property in Dallas County, Texas described in the Plat which Declarant has developed as an addition to the City of Garland known as Provence @ Firewheel Phase I and Provence @ Firewheel Phase II, (collectively, the "**Property**"); and
- B. Declarant established a planned residential community of single family detached homes on the Property and, accordingly, executed those certain Covenants, Conditions and Restrictions affecting the Property, recorded in Instrument Number 200503567003 of the Real Property Records of Dallas County, Texas (the "**Covenants**"), imposing certain covenants, conditions, restrictions, and easements upon the Property; and
- C. Declarant executed a First Amendment to Declaration of Covenants, Conditions and Restriction for Provence @ Firewheel on January 17, 2007, recorded on April 24, 2007 in Instrument Number 20070145500 of the Real Property Records of Dallas County, Texas (the "First Amendment"), amending the Covenants by annexing the Phase II Property identified on the Plat (as so defined in the Covenants and First Amendment), to be subject to the same Covenants; and
- D. The Association, after having duly called a meeting to consider an amendment to the Covenants, has taken a vote of its Members and the Members have duly authorized an amendment to Section 2.2 (b) of the parking and vehicle restrictions in the Covenants as set forth more particularly below.

ARTICLE 2
USE PROVISIONS

Section 2.2 **Prohibited Uses and Activities.**

(b) **Parking and Vehicle Restrictions.** The Association hereby deletes the existing paragraph (b) under Section 2.2 and replaces it with the following:

“On-street parking shall be limited to temporary parking of guests or invitees of Owners during parties, delivery of services, and similar limited time periods. Trucks with tonnage in excess of one ton and Vehicles with signage or advertising displays shall not be permitted to repetitively park overnight on the streets, driveways, or other areas within the Property. Motor homes, boats, trailers; lawn equipment; sports equipment; all-terrain Vehicles; Vehicles with faded or mismatched paint; Vehicles with visible primer; and Vehicles with noticeable body damage shall not be parked, stored, or placed, so as to be visible from any street or from ground level view from an adjoining Lot except for temporary parking of guests or invitees of Owners during parties, delivery of services, and similar limited time periods. Except as prohibited above and with the exception for temporary guests and other temporary invitees, Vehicles of Owners may be parked in a constructed driveway if the Owner’s Vehicle(s) occupy at least one (1) space in a two-car-entry garage or two (2) spaces in a three-car-entry garage. Owners may not utilize driveways for long-term storage of Vehicles. No Vehicle which transports flammable or explosive cargo may be parked or stored within the Property. No inoperative or unlicensed Vehicles may be parked or stored, other than in an enclosed garage. The foregoing provisions shall not restrict the parking of trucks and other Vehicles as necessary in connection with the construction of Residences or other Structures on Lots.”

Definitions. The terms utilized herein, unless defined specifically in this Second Amendment, shall have the meanings ascribed to them in the Covenants.

Binding Effect. The Covenants, as amended hereby, have been duly authorized upon the requisite vote of the Members of the Association, including Declarant, and the signatory below has been duly authorized to prepare, execute and file this Second Amendment on behalf of the Association for the mutual benefit of, and shall be binding upon, each and every Person acquiring any portion of the Property.

REMAINDER OF THIS PAGE INTENTIONALLY REMAINS BLANK
Signature Page follows

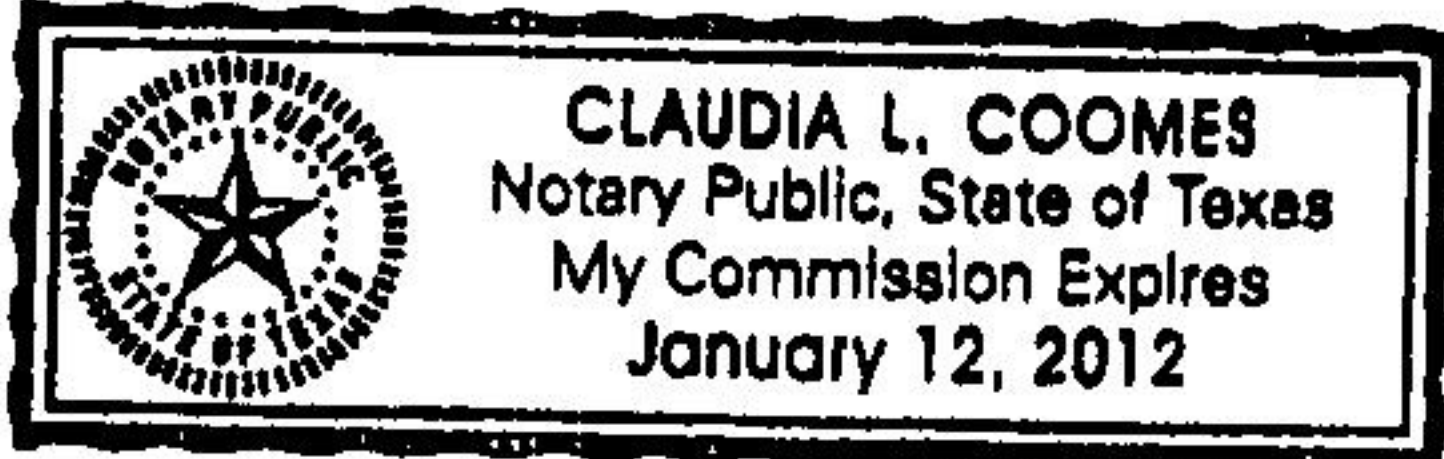
Executed by Declarant as of the date set forth above.

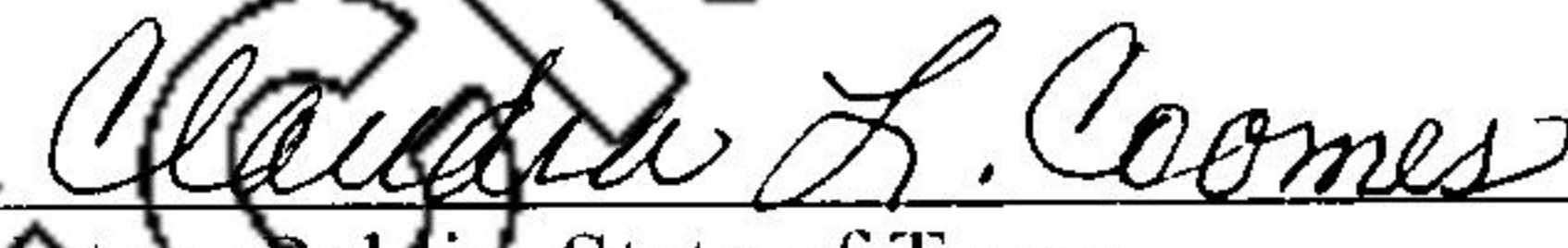
PROVENCE @ FIREWHEEL
HOMEOWNERS' ASSOCIATION, INC.
a Texas corporation

By: 
David F. Siciliano, President

THE STATE OF TEXAS §
COUNTY OF DALLAS §

This instrument was acknowledged before me on May 31, 2009, by David F. Siciliano, President of Provence @ Firewheel Homeowners' Association, Inc.

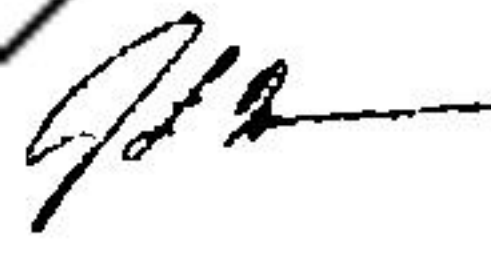



Notary Public, State of Texas

FILED AND RECORDED

OFFICIAL PUBLIC RECORDS




John F. Warren, County Clerk
Dallas County TEXAS

June 05, 2009 10:13:34 AM
FEE: \$28.00

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