

**FIFTH AMENDMENT
TO
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
FOR
HERITAGE HILL COUNTRY**

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

THIS AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR HERITAGE HILL COUNTRY (this "Amendment") is made this 23rd day of September, 2003, by **LENNAR HOMES OF TEXAS LAND AND CONSTRUCTION, LTD. d/b/a U.S. HOME DEVELOPMENT COMPANY** (hereinafter referred to as "Declarant").

WITNESSETH:

WHEREAS, U.S. Home Corporation, as Declarant, recorded that certain Declaration of Covenants, Conditions and Restrictions for Heritage Hill Country on December 11, 1998, under Clerk's Register No. 985615 of the Real Property Records of Gillespie County, Texas (the "Declaration"); and

WHEREAS, U.S. Home Corporation assigned its rights as Declarant and as the sole Class B Member to U.S. Home Development Company; and

WHEREAS, Article XII, Section 4.b of the Declaration provides for the unilateral amendment of that instrument by the Declarant until the completion of the contemplated improvements on the Properties, and closing of all Lot or Parcel sales, by the recording of an amendment executed by the Declarant in the public records of Gillespie County, Texas.

NOW, THEREFORE, the following additional covenants, conditions and restrictions are hereby added to and made a part of the Declaration, and the Declarant hereby declares that the Property shall be held, sold and conveyed subject to these restrictions which shall run with title to the Property and be binding on all parties having any right, title or interest in the Property or any part thereof, their heirs, personal representatives, successors and assigns, and shall inure to the benefit of each owner thereof.

1. The entire Fourth Amendment dated August 25, 2003 and Article VIII, Section 9(a) and (b) of the Declaration are amended by deleting that subsection in its entirety and replacing it with the following:

a. Except for decorative hedge plantings not to exceed three feet (3') in

height, no walls, fences or hedges shall be erected or maintained nearer to the front line than the walls of the dwelling situated on such Lot which is nearest to such front Lot line, unless otherwise approved in writing by the Committee. All side and rear fences shall not exceed six feet (6') in height, unless otherwise approved in writing by the Committee. Lots 37, 38, 39 and Lots adjacent to or bordering on the Common Area comprised of the Clubhouse, lakes or creek must comply with subsection b hereof. No chain link type fence shall be located on any Lot.

b. On Lots 37, 38, 39 and Lots adjacent to or bordering on the Common Area comprised of the Clubhouse, lakes or creek, only see-through metallic tubular bars between posts may be utilized as proper fencing materials. These fences must be at least four feet (4') in height and approved, in writing, by the Committee.

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

IN WITNESS WHEREOF, the Declarant has caused this Amendment to be executed by its duly authorized agent as of the date first written above.

DECLARANT: LENNAR HOMES OF TEXAS LAND AND CONSTRUCTION, LTD., a Texas limited partnership, d/b/a U. S. HOME DEVELOPMENT COMPANY

By: 

Name: Russell G. Smith

Its: Vice President – Project Manager

ACKNOWLEDGEMENT

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 Russell G. Smith, Vice-President – Project Manager of LENNAR HOMES OF TEXAS LAND AND CONSTRUCTION, LTD., a Texas limited partnership, d/b/a US Home Development Company, 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 23rd day of September, 2003.



Michelle Vanecek
Notary Public in and for
the State of Texas
My Commission Expires: 5-23-07

AFTER RECORDING RETURN TO:
Riddle & Williams, P.C.
3811 Turtle Creek Boulevard #1050
Dallas, Texas 75219

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