

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

McKinney Greens Homeowners Association

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

This **SECOND AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR McKinney Greens Homeowners Association** (this "First Amendment") is made on the date hereinafter set forth by McKinney Greens, L. P., a Texas Limited Partnership ("Declarant"), for the purpose of evidencing the covenants, conditions and restrictions contained herein.

RECITALS

A. Reference is hereby made to that certain Declaration of Covenants, Conditions and Restrictions for McKinney Greens Homeowners Association, which instrument is filed under Instrument Number 20060209000174790 of the Real Property Records of Collin County, Texas (the "Declaration"). All terms defined in the Declaration are used in this First Amendment with the same meanings except as otherwise provided herein.

B. Pursuant to the rights reserved to Declarant in Section 7.5(a) of the Declaration, Declarant has received written consent of at least sixty-six and two-thirds percent (66-2/3%) of the outstanding votes held by members at a meeting at which a quorum was present.

ACCORDINGLY, Declarant hereby adopts the terms and provisions of this Second Amendment and declares that the Declaration is amended as hereinafter set forth.

1. **Article 6.6 (s)** is amended to read: No sign of any kind or character, including (a) any signs in the nature of a "protest" or complaint against Declarant or any homebuilder, (b) or that describe, malign or refer to the reputation, character or building practices of Declarant or any homebuilder, or (c) discourage or otherwise impact or attempt to impact anyone's decision to acquire a lot or residence in the Development shall be displayed to the public view on any Lot or from any home on any Lot except for one professionally fabricated sign of not more than five square feet advertising the property for sale, or signs used by a builder to advertise the property during the construction and sales period. **Signs advertising the property for Lease or Rent are expressly prohibited.** Declarant, any home builder, or their agents shall have

the right, without notice, to remove any sign, billboard or other advertising structure that does not comply with the above, and in so doing shall not be subject to any liability for trespass or any other liability in connection with such removal. The failure to comply with this restriction will also subject any Owner to a fine of \$100.00 per day (to be collected by Declarant) for each day that such Owner fails to comply with this restriction. The non-payment of such fine can result in a lien against said Lot, which lien may be foreclosed on in order to collect such fine

2. Article 6.11 is amended to read: All fences and walls shall be constructed of masonry, brick, wood or other material approved by the Committee. No fence or wall on any Lot shall extend nearer to any street than the front of the residence thereon. Except as otherwise specifically approved by the Committee, all streetside side yard fencing on corner Lots shall be set no closer to the abutting side street than the property line of such Lot. No portion of any fence shall exceed six (6) feet in height. Any fence or portion thereof that faces a public street shall be constructed so that all structural members and, unless Declarant determines otherwise, support posts will be on the side of the fence away from the street and are not visible from any public right-of-way. **Any fence at the rear of a lot that abuts the golf course must be constructed of wrought iron must not exceed four (4) feet in height and be designed to the specifications outlined in the attached Exhibit A.**
3. Article 6.13 is amended to read: Mailboxes shall be standardized and shall be constructed of a material and design as outlined in the **Attached Exhibit B.**
4. Article 6.15 is amended to read: Landscaping of each Lot shall be completed within sixty (60) days, subject to extension for delays caused by inclement weather, after the home construction is completed and shall include grassed front, side and back yards, **a minimum of twelve (12) three (3) gallon shrubs, and, subject to the soil conditions of each Lot, a minimum of one (1) three-inch (3") caliper tree.**
5. The terms and provisions of this Second Amendment shall modify and supersede all terms and provisions of the Declaration that are in irreconcilable conflict herewith. Except as so modified

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IN WITNESS WHEREOF, the undersigned, being the Declarant herein, has hereto set its hand this the 14 day of Sept, 2006.

McKinney Greens L.P.,
a Texas Limited Partnership

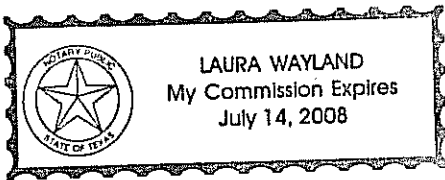
By: PARS Investments Inc., a Texas Corporation
Its: General Partner

By: [Signature]
Mehrdad Moayed, President

STATE OF TEXAS §
COUNTY OF Tarrant §

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day personally appeared Mehrdad Moayed, President of PARS Investments Inc., the General Partner of McKinney Greens L.P., 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 as the act of said partnership, for the purposes and consideration therein expressed, and in the capacity therein stated.

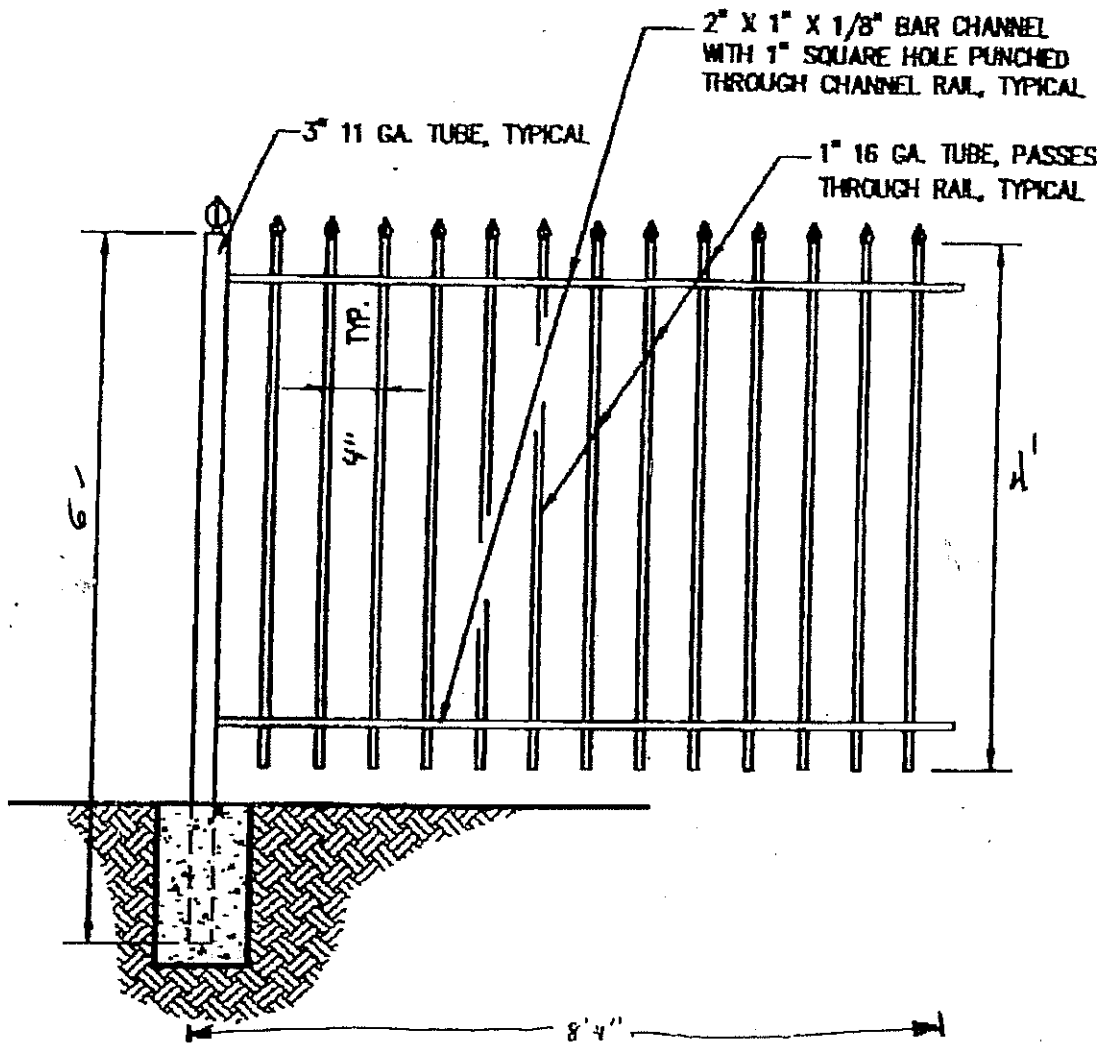
Given under my hand and seal of office this 14 day of Sept., 2006.



[Signature]
NOTARY PUBLIC, STATE OF TEXAS
Printed Name: Laura Wayland
My Commission Expires: July 14, 2008

AFTER RECORDING RETURN TO:

McKinney Greens HOA
3901 W. Airport Freeway, Suite 200
Bedford, TX 76021



WROUGHT IRON FENCE DETAIL
 1/2" - 1'-0"

McCutcheon Welding, Inc.

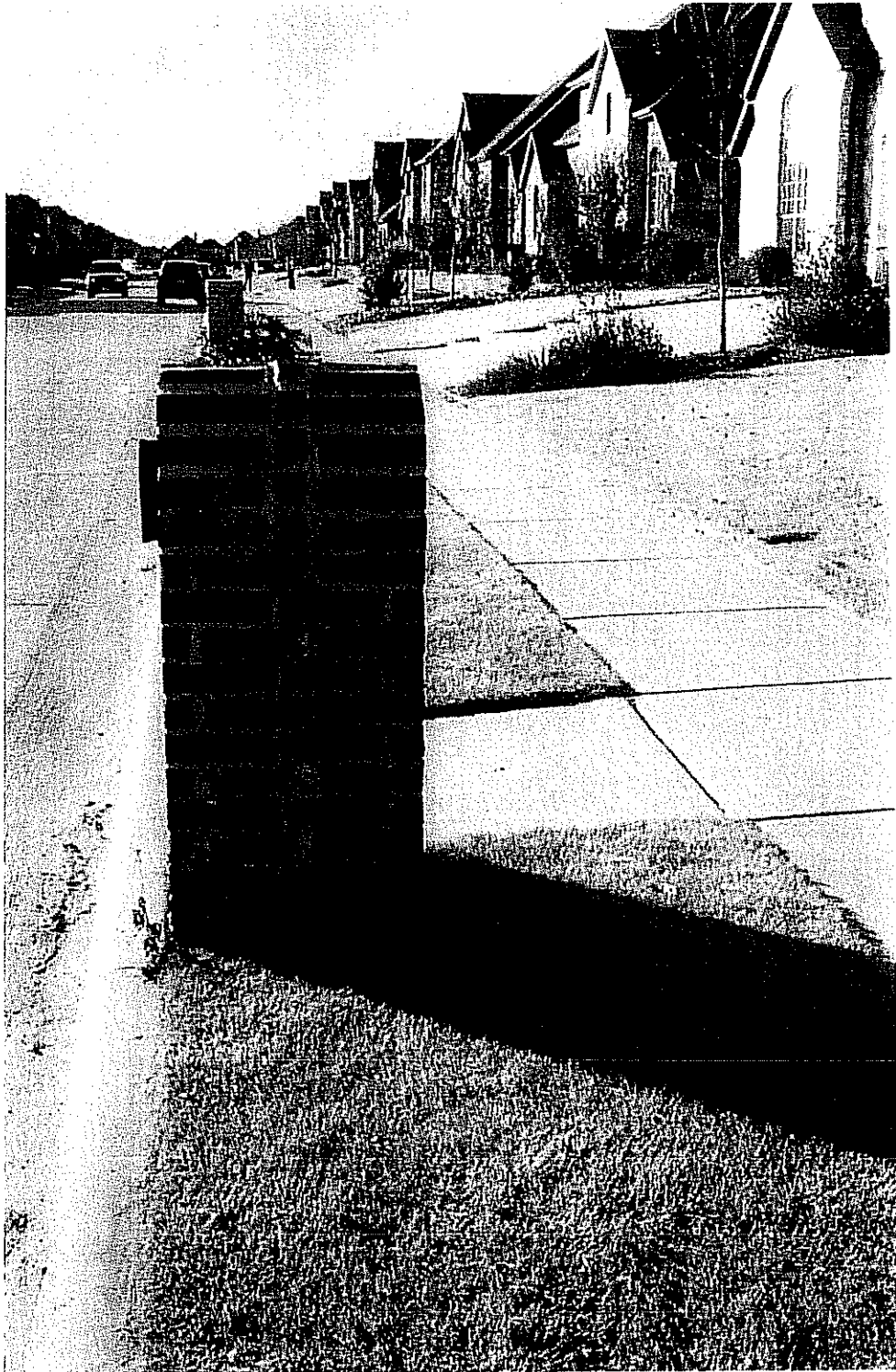


Ornamental Fencing

1-479-636-3358 • Fax 631-9954

Lynn

1-479-263-1695



Filed and Recorded
Official Public Records
Brenda Taylor, County Clerk
Collin County, TEXAS
10/18/2006 01:47:45 PM
\$36.00 DLAIRD
20061018001499570



Brenda Taylor