

**Denton County  
Juli Luke  
County Clerk**

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**Instrument Number:** 116663

ERecordings-RP

DECLARATION

Recorded On: October 02, 2018 08:15 AM

Number of Pages: 5

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**" Examined and Charged as Follows: "**

Total Recording: \$42.00

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**\*\*\*\*\* THIS PAGE IS PART OF THE INSTRUMENT \*\*\*\*\***

Any provision herein which restricts the Sale, Rental or use of the described REAL PROPERTY  
because of color or race is invalid and unenforceable under federal law.

**File Information:**

Document Number: 116663  
Receipt Number: 20181002000032  
Recorded Date/Time: October 02, 2018 08:15 AM  
User: TJ D  
Station: Station 36

**Record and Return To:**

eRx



STATE OF TEXAS  
COUNTY OF DENTON

I hereby certify that this Instrument was FILED In the File Number sequence on the date/time  
printed hereon, and was duly RECORDED in the Official Records of Denton County, Texas.

Juli Luke  
County Clerk  
Denton County, TX

**AFTER RECORDING RETURN TO:**

Bellinger & Suberg, L.L.P.  
Attn: Glen A. Bellinger  
10000 N. Central Expressway, Suite 900  
Dallas, Texas 75231

**SIXTH SUPPLEMENTAL  
MASTER DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS  
FOR  
THE VILLAGES OF CARMEL**

STATE OF TEXAS           §  
                                     §  
COUNTY OF DENTON     §

KNOW ALL MEN BY THESE PRESENTS:

This SIXTH SUPPLEMENTAL MASTER DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR THE VILLAGES OF CARMEL (this "**Sixth Supplemental Declaration**"), is made and entered into to be effective as of the 1<sup>st</sup> day of October, 2018 (the "**Effective Date**") by Astra Carmel, LLC, as the successor "Declarant" to HOLIGAN LAND DEVELOPMENT, LTD., a Texas limited partnership ("**Holigan**").

**RECITALS:**

WHEREAS, Holigan filed for record that certain Master Declaration of Covenants, Conditions and Restrictions for The Villages of Carmel, recorded as Instrument Number 2006-101525 in the Official Records of Denton County, Texas (the "**Initial Declaration**"), as amended and/or supplemented by that certain First Supplemental Declaration of Covenants, Conditions and Restrictions for The Villages of Carmel (The Villages of Carmel Phase III), recorded as Instrument Number 2006-150332 in the Official Records of Denton County, Texas (the "**First Supplemental Declaration**"), that certain Second Supplemental Declaration of Covenants, Conditions and Restrictions for The Villages of Carmel, recorded as Instrument Number 2007-54404 in the Official Records of Denton County, Texas (the "**Second Supplemental Declaration**"), that certain Third Supplemental Declaration of Covenants, Conditions and Restrictions for The Villages of Carmel, recorded as Instrument Number 2012-138510 in the Official Records of Denton County, Texas (the "**Third Supplemental Declaration**"), that certain Fourth Supplemental Declaration of Covenants, Conditions and Restrictions for The Villages of Carmel, recorded as Instrument Number 2014-56338 in the Official Records of Denton County, Texas (the "**Fourth Supplemental Declaration**"), and that certain Fifth Supplemental Declaration of Covenants, Conditions and Restrictions for The Villages of Carmel, recorded as Instrument Number 2014-120547 in the Official Records of Denton County, Texas (the "**Fifth Supplemental Declaration**"); the Initial Declaration, First Supplemental Declaration, Second Supplemental Declaration, Third Supplemental Declaration,

Fourth Supplemental Declaration and Fifth Supplemental Declaration are hereinafter collectively referred to as the "**Original Declaration**").

WHEREAS, pursuant to **Section 12.2** of the Original Declaration, Declarant, in its sole discretion and without a vote or the consent of any Owners or other parties, has the right to amend the Original Declaration for any purpose; and

WHEREAS, Declarant desires to amend the Declaration for the purposes set forth herein.

#### **A M E N D M E N T:**

NOW, THEREFORE, Declarant hereby amends the Original Declaration as follows:

1. Builders constructing homes on Lots 1-13, Block F, and Lots 13-15, Block JJ, in Villages of Carmel, Phase 4B (collectively, the "**Fence Lots**") shall have specific fence construction requirements for the rear fencing on such Fence Lots. The rear fences constructed on the Fence Lots shall be the same type and height of fencing constructed on other Lots in Phase 4B, and the Builders of houses on the Fence Lots shall coordinate to maintain consistent fence height of at least six (6) feet along the rear of the Fence Lots such that fencing on each of these Fence Lots is the same height. Such Builders shall coordinate with each other to select a common brown or natural color stain for the outward facing (east facing) side of such rear fences, and once a stain color is picked by the first Builders constructing houses on the Fence Lots, all Builders of fences on such Fence Lots shall comply and be consistent with such stain. Builders shall construct the "good side" of the fence (without support boards and posts) to be outward facing (east facing) on such Fence Lots.

2. The Builders and ultimate Owners of these Fence Lots shall have the responsibility to maintain the rear fences on the Fence Lots and shall promptly repair and re-stain any broken or damaged fence panels. The Association is hereby granted a permanent maintenance easement relative to such rear fences to repair and re-stain such fences if the Builder(s) and/or Owner(s) do not sufficiently maintain such fences in accordance with this Sixth Supplemental Declaration, and may charge the then Owner for any such work at the Association's discretion.

3. The requirements of this Sixth Supplemental Declaration shall also apply to fencing along the side boundaries of any Fence Lots where such side boundary is not a shared property line with another residential Fence Lot owned by a Builder.

4. Except as amended herein, the terms and conditions of the Original Declaration shall continue in full force and effect and are hereby ratified in their entirety.

5. In the event of any conflict or inconsistency between the provisions of this Sixth Supplemental Declaration and the provision of the Original Declaration, the provisions of this Sixth Supplemental Declaration shall govern and control to the extent of such conflict or inconsistency.


6. All references to "**Declaration**" set forth in the Original Declaration shall mean the Original Declaration as amended by this Sixth Supplemental Declaration.

**[THE BALANCE OF THIS PAGE IS INTENTIONALLY BLANK]**

EXECUTED to be effective as of the Effective Date.


**DECLARANT:**

ASTRA CARMEL, LLC,  
a Texas limited liability company

By:   
Justin Bono, Manager

STATE OF TEXAS                   §  
  §  
COUNTY OF DALLAS           §

The foregoing instrument was acknowledged before me on this the 1st day of October, 2018, by Justin Bono, Manager of Astra Carmel, LLC, a Texas limited liability company, on behalf of such partnership and in the capacity therein stated.

  
Notary Public in and for the State of Texas

