

**SIXTH AMENDMENT
TO THE DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS
FOR THE VILLAGE AT FRISCO LAKES**

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

INTRODUCTORY PROVISIONS

WHEREAS, the Declaration of Covenants, Conditions and Restrictions for The Village at Frisco Lakes was executed by Pulte Homes of Texas, L.P., as Declarant, and filed of record on March 27, 2006, as Instrument No. 2006-34621 in the Official Public Records of Denton County, Texas (the "**Village at Frisco Lakes Declaration**"); and

WHEREAS, the Villages at Frisco Lakes Declaration was amended by virtue of that certain First Amendment to the Declaration of Covenants, Conditions and Restrictions for The Village at Frisco Lakes, filed on January 22, 2008, and recorded as Instrument No. 2008-6641 of the Official Public Records of Denton County, Texas (the "**First Amendment**"); and

WHEREAS, the Villages at Frisco Lakes Declaration was amended by virtue of that certain Second Amendment to the Declaration of Covenants, Conditions and Restrictions for The Village at Frisco Lakes, filed on October 8, 2008, and recorded as Instrument No. 2008-109874 of the Official Public Records of Denton County, Texas (the "**Second Amendment**"); and

WHEREAS, the Villages at Frisco Lakes Declaration was amended by virtue of that certain Third Amendment to the Declaration of Covenants, Conditions and Restrictions for The Village at

Frisco Lakes, filed on November 1, 2010, and recorded as Instrument No. 2010-9315 of the Official Public Records of Denton County, Texas (the "**Third Amendment**"); and

WHEREAS, the Villages at Frisco Lakes Declaration was amended by virtue of that certain Fourth Amendment to the Declaration of Covenants, Conditions and Restrictions for The Village at Frisco Lakes, filed on February 28, 2011, and recorded as Instrument No. 2011-18186 of the Official Public Records of Denton County, Texas (the "**Fourth Amendment**"); and

WHEREAS, the Villages at Frisco Lakes Declaration was amended by virtue of that certain Fifth Amendment to the Declaration of Covenants, Conditions and Restrictions for The Village at Frisco Lakes, filed on January 20, 2012, and recorded as Instrument No. 2012-6192 of the Official Public Records of Denton County, Texas (the "**Fifth Amendment**"); and

WHEREAS, the Village at Frisco Lakes Declaration, the First Amendment, the Second Amendment, the Third Amendment, the Fourth Amendment and the Fifth Amendment affect certain tracts or parcels of real property located in Denton County, Texas, more particularly described on Exhibit "A" attached hereto and incorporated herein by reference for all purposes (the "**Properties**"); and

WHEREAS, pursuant to and in accordance with the provisions of Article XXI, Section 21.1 of the Village at Frisco Lakes Declaration, Declarant has the right to amend the Village at Frisco Lakes Declaration, without joinder of any person, for any purpose; and

WHEREAS, Pulte Homes of Texas, L.P., ("**Declarant**") desires to amend certain provisions of the Village at Frisco Lakes Declaration as evidenced by its duly authorized representative's signature below.

NOW, THEREFORE, the Village at Frisco Lakes Declaration is hereby amended as follows:

(a) Section 2.12 of Article II of the Village at Frisco Lakes Declaration is amended to read, in its entirety, as follows:

2.12. "Common Area": All real and personal property that the Association now or hereafter owns, leases, or otherwise holds possessory or use rights in for the common use and enjoyment of the Owners. The term shall include the Exclusive Common Area and may include, without limitation, recreational facilities, clubhouse, entry features, hike and bike trails, signage, landscaped medians, if any.

(b) Section 2.21 of Article II of the Village at Frisco Lakes Declaration is amended to read, in its entirety, as follows:

2.12. "Golf Course": Any Parcel of land adjacent to or within the Properties which is operated as a golf course, and all related and supporting facilities and improvements operated and/or maintained in connection with or incidental to such golf course.

(c) Paragraph (b) of Section 8.3 of Article VIII of the Village at Frisco Lakes Declaration is amended to read, in its entirety, as follows:

(b) all walls and fences constructed by Declarant on any Lots which serve as perimeter walls for the Properties, or which separate any Lots from Common Area, or which are exposed to streets classified as "arterials" or "Neighborhood Collectors" under the Planned Development District, except that the allocation of responsibility for the maintenance and repair of party walls and party fences is set forth in Section 13.5;

(d) Section 13.5 of Article XIII of the Village at Frisco Lakes Declaration is amended to read, in its entirety, as follows:

13.5. Party Walls and Party Fences.

Each wall and fence built as a part of the original construction on the Lots:

(a) any part of which is built upon or straddling the boundary line between two adjoining Lots or between a Lot and the Common Area; or

(b) which is constructed within four feet of the boundary line between adjoining Lots or between a Lot and the Common Area; or

(c) which, in the reasonable determination of the Board, otherwise serves and/or separates two adjoining Lots or between a Lot and the Common Area, regardless of whether constructed wholly within the boundaries of one Lot; shall constitute a party wall or party fence (herein referred to as "party structures").

The walls or fences between a Lot and a Golf Course shall not be considered party structures hereunder. The owner of a Lot with a wall or fence adjacent to a Golf Course, or between said Lot and a Golf Course, shall have the sole obligation, to the exclusion of any other party, to repair, replace and maintain said wall or fence. The owners of the property served by a party structure (the "Adjoining Owners") shall own that portion of the party structure lying within the boundaries of their respective properties and shall have an easement for use and enjoyment and, if needed, for support, in that portion, if any, of the party structure lying within the boundaries of the adjoining property. Each Adjoining Owner shall be responsible for maintaining a property insurance policy on that portion of any party structure lying within the boundaries of such Owner's Lot, and shall be entitled to all insurance proceeds paid under such policy on account of any insured loss.

The responsibility for the repair and maintenance of party structures and the reasonable cost thereof shall be shared equally by the Adjoining Owners; provided, however, any Owner that is solely responsible for damage to a party wall solely shall be responsible for its repair. To the extent damage to a party structure from fire, water, soil settlement, or other casualty is not repaired out of the proceeds of insurance, any Adjoining Owner may restore it. If other Adjoining Owners thereafter benefit from the party structure, they shall contribute to the restoration cost in equal shares without prejudice to any Owners' right to larger contributions from other users under any rule of law. Any Owner's right to contribution from another Owner under this Section shall be appurtenant to the land and shall pass to such Owner's successors-in-title.

With respect to party structures between Lots and Common Area, the Association shall be responsible for all maintenance and repair thereof, subject to the provisions of Section 9.7(b), except that each Adjoining Owner shall be responsible for painting and making cosmetic repairs to the portion of the party structure, other than any wrought iron comprising such party structure, facing his or her Lot. The Association shall be responsible for all maintenance and repair, including painting and cosmetic repairs, of all wrought iron comprising party structures between Lots and Common Area. The costs incurred by the Association in maintaining and repairing party structures pursuant to this Section shall be a Common Expense allocated among all Lots as part of the Base Assessment, without prejudice to the right of the Association to seek reimbursement from the Persons responsible for such work pursuant to this Declaration, other recorded covenants, or agreements with such Persons.

The terms and provisions of the Village at Frisco Lakes Declaration, the First Amendment, the Second Amendment, the Third Amendment, the Fourth Amendment, and the Fifth Amendment, except as modified herein, are hereby declared to be in full force and effect with respect to the Properties, except as modified herein. The amendments to the Declaration set forth herein are intended to correct drafting errors contained in the Declaration from inception and, therefore, the changes to the Declaration as provided in this Sixth Amendment relate back to and are effective as of March 27, 2006, the date the Declaration was filed of record with the Office of the Denton County Clerk. The Properties shall continue to be held, occupied, sold and conveyed subject to the terms and conditions of the Village at Frisco Lakes Declaration, the First Amendment, the Second Amendment, the Third Amendment, the Fourth Amendment, the Fifth Amendment and now this Sixth Amendment, which shall run with title to the Properties, and are binding on all parties having any right, title or interest in and to the Properties or any part thereof, including their heirs, representatives, successors, transferees and assigns, and shall inure to the benefit of each Owner thereof.

IN WITNESS WHEREOF, the Declarant has caused this Sixth Amendment to the Declaration of Covenants, Conditions and Restrictions for The Village at Frisco Lakes to be filed of record with the office of the Denton County Clerk.

DECLARANT:

PULTE HOMES OF TEXAS, L.P.,
a Texas limited partnership

By: PN I, Inc.,
its General Partner

By: [Signature]
Its: VP of Finance

STATE OF TEXAS §
 §
COUNTY OF DALLAS §

This instrument was acknowledged before me on the 25th day of April, 2012, by Scott Bryson, VP of Finance of PN I, Inc., as general partner of Pulte Homes Texas, L.P., on behalf of said limited partnership.



Beth Drenzo
Notary Public, State of Texas

EXHIBIT "A"

Land Initially Submitted

**THIS STAMP IS FOR SCANNING
PURPOSES ONLY.**

EXHIBIT A: FOR Z# _____, - TRACT 1

BEING A TRACT OF LAND LYING AND BEING SITUATED IN THE D. BLANTON SURVEY, ABSTRACT NUMBER 1456, A. SPARKS SURVEY, ABSTRACT NUMBER 1491, M.E.P. & P. R.R. SURVEY, ABSTRACT NUMBER 919, DAVID E. LAWHORN SURVEY, ABSTRACT NUMBER 727, B.B.B. & C. R.R. COMPANY SURVEY, ABSTRACT NUMBER 171 & 179, AND THE A. SMITH SURVEY, ABSTRACT NUMBER 1194, AND BEING A PORTION OF THOSE TRACTS OF LAND CONVEYED TO PULTIE HOMES OF TEXAS, L.P., ACCORDING TO THE DEED FILED OF RECORD IN DENTON COUNTY CLERK FILE NUMBER 2004-118342, DEED RECORDS OF DENTON COUNTY, TEXAS, AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

- BEGINNING** AT A POINT FOR THE BEGINNING OF A NON-TANGENT CURVE TO THE LEFT AT THE "T" INTERSECTION OF HACKBERRY AND ROSE ROADS;
- THENCE** ALONG SAID CURVE TO THE LEFT, HAVING A DELTA ANGLE OF 45°07'44", A RADIUS OF 1500.00 FEET, AN ARC LENGTH OF 1181.47 FEET, A CHORD BEARING OF NORTH 67°08'38" EAST, AND A CHORD LENGTH OF 1151.17 FEET TO A POINT FOR A CORNER;
- THENCE,** NORTH 44°34'46" EAST, A DISTANCE OF 843.57 FEET TO A POINT FOR CORNER AT THE BEGINNING OF A CURVE TO THE RIGHT;
- THENCE** ALONG SAID CURVE TO THE RIGHT HAVING A DELTA ANGLE OF 61°38'51", A RADIUS OF 3000.00 FEET, AN ARC LENGTH OF 3227.86 FEET, A CHORD BEARING OF NORTH 75°24'12" EAST, AND A CHORD LENGTH OF 3074.40 FEET TO A POINT FOR A CORNER;
- THENCE,** SOUTH 73°46'22" EAST, A DISTANCE OF 1070.19 FEET TO A POINT FOR CORNER AT THE BEGINNING OF A CURVE TO THE LEFT;
- THENCE** ALONG SAID CURVE TO THE LEFT HAVING A DELTA ANGLE OF 16°36'29", A RADIUS OF 3000.00 FEET, AN ARC LENGTH OF 869.59 FEET, A CHORD BEARING OF SOUTH 82°04'37" EAST, AND A CHORD LENGTH OF 866.55 FEET TO A POINT FOR A CORNER;

- THENCE, NORTH 89°37'09" EAST, A DISTANCE OF 501.66 FEET TO A POINT FOR CORNER IN THE CURVING WEST LINE OF F.M. HIGHWAY 423;
- THENCE ALONG THE WEST LINE OF SAID F.M. HIGHWAY AND SAID CURVE TO THE LEFT HAVING A DELTA ANGLE OF 4°03'21", A RADIUS OF 5774.57 FEET, AN ARC LENGTH OF 408.76 FEET, A CHORD BEARING OF SOUTH 03°34'32" EAST, AND A CHORD LENGTH OF 408.67 FEET TO A POINT FOR A CORNER;
- THENCE, SOUTH 05°36'12" EAST, A DISTANCE OF 1148.90 FEET TO A POINT FOR CORNER AT THE BEGINNING OF A CURVE TO THE RIGHT;
- THENCE ALONG SAID CURVE TO THE RIGHT HAVING A DELTA ANGLE OF 2°48'07", A RADIUS OF 5684.58 FEET, AN ARC LENGTH OF 278.00 FEET, A CHORD BEARING OF SOUTH 04°12'09" EAST, AND A CHORD LENGTH OF 277.97 FEET TO A POINT FOR A CORNER;
- THENCE, SOUTH 42°03'26" WEST, A DISTANCE OF 119.00 FEET TO A POINT FOR CORNER;
- THENCE, SOUTH 00°59'27" EAST, A DISTANCE OF 62.00 FEET TO A POINT FOR CORNER;
- THENCE, NORTH 89°34'48" EAST, A DISTANCE OF 83.99 FEET TO A POINT FOR CORNER AT THE BEGINNING OF A CURVE TO THE RIGHT;
- THENCE ALONG SAID CURVE TO THE RIGHT HAVING A DELTA ANGLE OF 2°36'16", A RADIUS OF 5684.61 FEET, AN ARC LENGTH OF 258.41 FEET, A CHORD BEARING OF SOUTH 00°00'39" WEST, AND A CHORD LENGTH OF 258.38 FEET TO A POINT FOR A CORNER;
- THENCE, SOUTH 01°18'48" WEST, A DISTANCE OF 737.20 FEET TO A POINT FOR CORNER;
- THENCE, SOUTH 07°01'26" WEST, A DISTANCE OF 100.50 FEET TO A POINT FOR CORNER;
- THENCE, SOUTH 01°18'48" WEST, A DISTANCE OF 100.00 FEET TO A POINT FOR CORNER;

THENCE, SOUTH 04°23'51" EAST, A DISTANCE OF 100.50 FEET TO A POINT FOR CORNER;

THENCE, SOUTH 01°18'48" WEST, A DISTANCE OF 908.80 FEET TO A POINT FOR CORNER;

THENCE, WEST, LEAVING THE WEST LINE OF SAID F.M. HIGHWAY, A DISTANCE OF 976.74 FEET TO A POINT FOR CORNER;

THENCE, SOUTH 39°58'45" WEST, A DISTANCE OF 126.03 FEET TO A POINT FOR CORNER;

THENCE, NORTH 79°52'24" WEST, A DISTANCE OF 100.33 FEET TO A POINT FOR CORNER;

THENCE, SOUTH 36°26'32" WEST, A DISTANCE OF 245.67 FEET TO A POINT FOR CORNER;

THENCE, NORTH 28°54'57" WEST, A DISTANCE OF 204.99 FEET TO A POINT FOR CORNER;

THENCE, SOUTH 16°56'39" WEST, A DISTANCE OF 135.65 FEET TO A POINT FOR CORNER;

THENCE, SOUTH 08°44'03" EAST, A DISTANCE OF 151.41 FEET TO A POINT FOR CORNER;

THENCE, NORTH 85°57'48" WEST, A DISTANCE OF 367.25 FEET TO A POINT FOR CORNER;

THENCE, SOUTH 41°31'39" WEST, A DISTANCE OF 113.53 FEET TO A POINT FOR CORNER;

THENCE, SOUTH 73°01'04" WEST, A DISTANCE OF 497.61 FEET TO A POINT FOR CORNER;

THENCE, SOUTH 43°15'58" WEST, A DISTANCE OF 252.15 FEET TO A POINT FOR CORNER;

THENCE, SOUTH 86°41'56" WEST, A DISTANCE OF 224.54 FEET TO A POINT FOR CORNER;

THENCE, SOUTH 25°29'00" WEST, A DISTANCE OF 196.54 FEET TO A POINT FOR CORNER;

- THENCE, SOUTH 36°27'50" WEST, A DISTANCE OF 212.21 FEET TO A POINT FOR CORNER;
- THENCE, SOUTH 04°38'07" WEST, A DISTANCE OF 102.70 FEET TO A POINT FOR CORNER;
- THENCE, SOUTH 65°26'31" WEST, A DISTANCE OF 184.58 FEET TO A POINT FOR CORNER;
- THENCE, SOUTH 53°52'11" WEST, A DISTANCE OF 205.67 FEET TO A POINT FOR CORNER;
- THENCE, SOUTH 67°28'29" WEST, A DISTANCE OF 314.41 FEET TO A POINT FOR CORNER;
- THENCE, SOUTH 77°20'45" WEST, A DISTANCE OF 211.45 FEET TO A POINT FOR CORNER;
- THENCE, SOUTH 82°20'51" WEST, A DISTANCE OF 423.37 FEET TO A POINT FOR CORNER;
- THENCE, SOUTH 68°33'53" WEST, A DISTANCE OF 112.29 FEET TO A POINT FOR CORNER;
- THENCE, NORTH 01°38'47" WEST, A DISTANCE OF 24.43 FEET TO A POINT FOR CORNER;
- THENCE, NORTH 79°31'27" WEST, A DISTANCE OF 1169.59 FEET TO A POINT FOR CORNER;
- THENCE, NORTH 46°44'44" EAST, A DISTANCE OF 1170.60 FEET TO A POINT FOR CORNER;
- THENCE, SOUTH 84°36'17" WEST, A DISTANCE OF 1099.63 FEET TO A POINT FOR CORNER;
- THENCE, SOUTH 58°37'10" WEST, A DISTANCE OF 361.11 FEET TO A POINT FOR CORNER;
- THENCE, NORTH 08°32'24" WEST, A DISTANCE OF 2051.07 FEET TO A POINT FOR CORNER;
- THENCE, NORTH 01°52'51" WEST, A DISTANCE OF 199.24 FEET TO A POINT FOR CORNER;

- THENCE, NORTH 00°58'32" WEST, A DISTANCE OF 936.34 FEET TO A POINT FOR CORNER;
- THENCE, NORTH 89°53'13" WEST, A DISTANCE OF 501.00 FEET TO A POINT FOR CORNER;
- THENCE, SOUTH 02°49'00" EAST, A DISTANCE OF 939.00 FEET TO A POINT FOR CORNER;
- THENCE, SOUTH 03°26'06" EAST, A DISTANCE OF 233.00 FEET TO A POINT FOR CORNER;
- THENCE, SOUTH 10°23'05" EAST, A DISTANCE OF 1398.27 FEET TO A POINT FOR CORNER;
- THENCE, SOUTH 16°55'46" WEST, A DISTANCE OF 130.07 FEET TO A POINT FOR CORNER;
- THENCE, SOUTH 67°32'45" WEST, A DISTANCE OF 1301.42 FEET TO A POINT FOR CORNER;
- THENCE, NORTH 26°35'44" WEST, A DISTANCE OF 800.64 FEET TO A POINT FOR CORNER;
- THENCE, SOUTH 28°16'16" WEST, A DISTANCE OF 1000.68 FEET TO A POINT FOR CORNER;
- THENCE, NORTH 71°25'42" WEST, A DISTANCE OF 299.96 FEET TO A POINT FOR CORNER;
- THENCE, SOUTH 25°38'10" WEST, A DISTANCE OF 470.96 FEET TO A POINT FOR CORNER IN THE EAST LINE OF SARATOGA ADDITION, AN ADDITION TO DENTON COUNTY, TEXAS, RECORDED IN CABINET C, PAGE 36, PLAT RECORDS OF DENTON COUNTY, TEXAS;
- THENCE, NORTH 00°41'09" WEST, ALONG THE EAST LINE OF SAID ADDITION, A DISTANCE OF 1571.87 FEET TO A POINT FOR CORNER AT THE NORTHEAST CORNER OF THE REPLAT OF SARATOGA ADDITION, SECTION TWO, AN ADDITION TO DENTON COUNTY, TEXAS, AS RECORDED IN CABINET M, PAGE 335, PLAT RECORDS OF DENTON COUNTY, TEXAS;

THENCE, SOUTH 89°30'54" WEST, ALONG THE NORTH LINE OF SAID ADDITION, A DISTANCE OF 619.20 FEET TO A POINT FOR CORNER IN THE EAST LINE OF LARIAT;

THENCE, NORTH 01°15'26" WEST, ALONG A PORTION OF LARIAT TO THE INTERSECTION OF HACKBERRY ROAD, AND CONTINUEING GENERALLY ALONG THE CENTER OF HACKBERRY ROAD, A DISTANCE OF 2634.65 FEET TO A POINT FOR THE INTERSECTION OF THE CENTER OF SAID ROAD, AND FOR A CORNER OF THIS TRACT;

THENCE, NORTH 89°42'30" EAST, GENERALLY ALONG THE CENTER OF SAID ROAD, A DISTANCE OF 2646.30 FEET TO THE **POINT OF BEGINNING**, AND CONTAINING 973.64 ACRES OF LAND, MORE OR LESS.

THIS DOCUMENT WAS PREPARED UNDER 22 TAC 663.21, DOES NOT REFLECT THE RESULTS OF AN ON THE GROUND SURVEY, AND IS NOT TO BE USED TO CONVEY OR ESTABLISH INTERESTS IN REAL PROPERTY EXCEPT THOSE RIGHTS AND INTEREST IMPLIED OR ESTABLISHED BY THE CREATION OR RECONFIGURATION OF THE POLITICAL SUBDIVISION FOR WHICH IT WAS PREPARED.

EXHIBIT "B"

Land Subject to Annexation

ALL THOSE TRACTS OR PARCELS OF LAND located within 2 miles of the property described on Exhibit "A".

**THIS STAMP IS FOR SCANNING
PURPOSES ONLY.**

**** Electronically Filed Document ****

Denton County
Cynthia Mitchell
County Clerk

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Indirect-

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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.



THE 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.

C Mitchell

County Clerk
Denton County, Texas