

Denton County  
Juli Luke  
County Clerk

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Instrument Number: 105503

ERecordings-RP

AMENDMENT

Recorded On: July 21, 2020 09:17 AM

Number of Pages: 10

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

Total Recording: \$62.00

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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: 105503  
Receipt Number: 20200721000183  
Recorded Date/Time: July 21, 2020 09:17 AM  
User: Lisa V  
Station: Station 36

**Record and Return To:**

Simplifile



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:**

**Judd A. Austin, Jr., Esq.  
Henry Oddo Austin & Fletcher, P.C.  
1700 Pacific Avenue  
Suite 2700  
Dallas, Texas 75201**

**FIFTH AMENDMENT TO THE FIRST AMENDED DECLARATION  
OF  
COVENANTS, CONDITIONS, RESTRICTIONS,  
FOR  
PROVIDENCE VILLAGE 6C HOMEOWNERS ASSOCIATION<sup>1</sup>**

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

**INTRODUCTORY PROVISIONS**

**WHEREAS**, the First Amended Declaration of Covenants, Conditions, Restrictions, for Providence Village 6C Homeowners Association, executed by Jabez Development, LP, a Texas limited partnership, as Declarant, filed of record on February 6, 2017, under Denton County Clerk’s Instrument No. 2017-14907 in the Official Public Records of Denton County, Texas (the “*Declaration*”); and

**WHEREAS**, the Declaration affects certain tracts or parcels of real property in the City of Providence Village, Denton County, Texas, more particularly described in the recorded final plats for Providence Village 6C incorporated herein by reference for all purposes (collectively, the “*Addition*”); and

**WHEREAS**, the Declaration was amended by virtue of the First Amendment to the First Amended Declaration of Covenants, Conditions, Restrictions, for Providence Village 6C

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<sup>1</sup> Effective April 2, 2020, Providence Village 6C Homeowners Association is now Heritage Landings at Providence Village.

Homeowners Association, filed of record on August 17, 2017, under Denton County Clerk's Instrument No. 2017-101550 in the Official Public Records of Denton County, Texas (the "*First Amendment*"); and

**WHEREAS**, the Declaration was amended by virtue of the Second Amendment to the First Amended Declaration of Covenants, Conditions, Restrictions, for Providence Village 6C Homeowners Association, filed of record on October 6, 2017, under Denton County Clerk's Instrument No. 2017-124142 in the Official Public Records of Denton County, Texas (the "*Second Amendment*"); and

**WHEREAS**, the Declaration was amended by virtue of the Third Amendment to the First Amended Declaration of Covenants, Conditions, Restrictions, for Providence Village 6C Homeowners Association, filed of record on April 13, 2018, under Denton County Clerk's Instrument No. 2018-41796 in the Official Public Records of Denton County, Texas (the "*Third Amendment*"); and

**WHEREAS**, the Declaration was amended by virtue of the Fourth Amendment to the First Amended Declaration of Covenants, Conditions, Restrictions, for Providence Village 6C Homeowners Association, filed of record on November 27, 2019, under Denton County Clerk's Instrument No. 2019-151580 in the Official Public Records of Denton County, Texas (the "*Fourth Amendment*"); and

**WHEREAS**, under Article 16, Section 16.2 of the Declaration, so long as Declarant owns at least one (1) Lot, the Declaration may be amended or revoked only by Declarant, and no other Owner shall have a vote regarding the amendment or revocation; and

**WHEREAS**, at the time of these amendments, Declarant owns at least one (1) Lot; and

**WHEREAS**, the following amendments to the Declaration have been approved by the Declarant; and

NOW, THEREFORE, the Declaration is hereby amended as follows:

1. Article 6, Section 6.4.1 of the Declaration is hereby deleted and amended to read, in its entirety, as follows, as follows:

***6.4.1 APPROVAL. If the Owner has not received the ACC's written response, approving, denying, or requesting further information within thirty (30) days after delivering a complete application to the ACC, the application is deemed approved. Verbal approval for an application is prohibited. Under no circumstances may approval by the ACC be deemed implied or presumed for an addition or modification that would require a variance from the requirements and construction specifications contained in this Declaration and in any design guidelines for the Property in effect at the time of application.***

2. Article 7, Section 7.12 of the Declaration is hereby deleted and amended to read, in its entirety, as follows:

***7.12 LAWNS. All grass, weeds, and vegetation within one hundred feet of each Residence shall be maintained at regular intervals as needed to maintain a neat and well-maintained appearance; however, maintained turf lawns shall not exceed one acre. All landscaping, including lawns and shrubs, shall utilize native plants or hybrids to the extent practicable. All swales and culverts shall be grassed and shall be regularly maintained as needed to maintain a neat appearance.***

***Artificial turf is prohibited absent a variance from the ACC, which may be granted or denied in the sole and absolute discretion of the ACC. However, the ACC shall have no authority to approve artificial turf in any area between the front-most building line of a Lot and the street.***

3. Exhibit C of the Declaration is hereby replaced and superseded, in its entirety, with “*Exhibit C*”, attached hereto and incorporated herein.

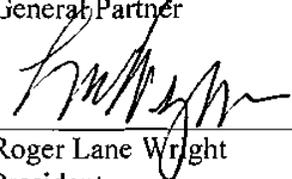
The terms and provisions of the Declaration, except as modified herein, are hereby declared to be in full force and effect with respect to the Addition. The Addition shall continue to be held, occupied, sold and conveyed subject to the terms and conditions of the Declaration, the First Amendment, the Second Amendment, the Third Amendment, the Fourth Amendment, and this Fifth Amendment to the Declaration, which shall run with title to the Addition and are binding on all parties having any right, title or interest in and to the Addition 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, Declarant has caused this Fifth Amendment to the Declaration to be filed with the office of the Denton County Clerk and is made to be effective as of the 20<sup>th</sup> day of July, 2020

DECLARANT:

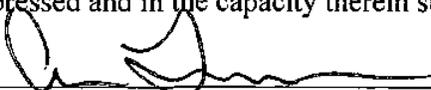
**JABEZ DEVELOPMENT, LP,**  
a Texas limited partnership

BY: BNMJR, Inc., a Texas corporation  
ITS: General Partner

By:   
Roger Lane Wright  
Its: President

STATE OF TEXAS §  
§  
COUNTY OF TARRANT §

Before me, the undersigned authority, on this the 20<sup>th</sup> day of July, 2020, appeared Roger Lane Wright, President of BNMJR, Inc., a Texas corporation, the general partner of Jabez Development, L.P., a Texas limited partnership, on behalf of said entity, known to me to be the person whose name is subscribed on the foregoing instrument and acknowledged to me that he executed the same for the purposes therein expressed and in the capacity therein stated.

  
Notary Public, State of Texas



# Exhibit C

**EXHIBIT C -- CONSTRUCTION RELATED RESTRICTIONS**

The Declarant has used its best efforts to promote and ensure a high level of taste, design, quality, harmony, and conformity throughout the Property, consistent with the standards specified herein and in the Restrictions, provided, however, that Declarant shall have sole discretion with respect to taste, design, and all standards specified herein so long as Declarant owns a Lot. In this regard, Declarant promulgates the following construction related restrictions:

1. **APPROVED BUILDERS.** No Owner, builder, or general contractor shall construct a Residence on a Lot without first obtaining the written approval of the proposed builder from the ACC, with such decision to lie in the sole and absolute discretion of the ACC.

2. **MINIMUM CONSTRUCTION REQUIREMENTS.**

(a) Each residence shall have a minimum contiguous interior living area of 1,450 square feet, exclusive of garages, porches, or patios. All exterior construction shall be of new materials and shall be natural or ACC-approved natural-appearing materials. Covered Front porches are required on each residence. The elevation of the residence shall be of the Cape Cod or Craftsman style or theme. No Residence or other structure shall exceed two (2) stories in height, excluding basements, unless approved by the ACC or the maximum height permitted by the applicable municipality. Construction materials having a life of less than twenty-five (25) years, as determined by the ACC, shall not be utilized in the construction of any improvements on a Lot.

(b) **Building Material**

- i. **Front Entry Lot** - One hundred percent (100%) of the front, side, and rear elevations of each Residence exclusive of doors and windows, shall be in cementitious fiberboard materials approved by the ACC. Additional materials may be approved by the ACC.
- ii. **Rear Entry Lot** - One hundred percent (100%) of the front elevation of each residence, exclusive of doors, gables, dormers, and box-out windows, shall be in masonry, brick, brick veneer, stone, or stone veneer materials approved by the ACC. One hundred percent (100%) of the rear and side elevations of each residence shall be in cementitious fiberboard material approved by the ACC.

3. **GARAGES.** Each Residence shall have a garage capable of housing at least two (2) vehicles. No garage or accessory improvements shall exceed in height the residence or dwelling unit to which it is appurtenant. Garage doors shall be closed at all times except to allow the entry and exit of vehicles and persons and except when the garage is being cleaned or items are being stored in the garage. No carport is permitted on any Lot. All garages shall correspond in style, architecture, and exterior building materials with the Residence to which it is appurtenant. Half-car garage or a third-car garage is allowed on Front Entry lots and must be setback a minimum of two feet (2') behind the front elevation of the Residence.

4. **ROOFING.** All roofs shall be constructed of composition roofs which meet or exceed at least a minimum twenty-five (25) year warranty. Wood shake shingles are not permitted. All roofs must be approved in writing by Declarant and/or the ACC for color and material. The roof pitch elevation of any structure shall be a minimum of 8/12 pitch unless otherwise approved by the ACC. The roof pitch elevation of front porches and awnings shall be a minimum of 3/12 pitch unless otherwise approved by the ACC.

5. **DELETED**

6. **RECREATIONAL IMPROVEMENTS.** All children's play equipment, including, but not limited to, sand boxes and wading pools shall be kept in good repair and shall not be placed so as to be visible from a public right-of-way.

7. **MINIMUM SETBACK.**

(a) **Front Entry Lot.** No improvements of any kind (other than approved fences) may be placed closer than twenty feet (20') from the front line of any Lot or five feet (5') from any side property line, or ten feet (10') from any rear property line. In cases where rugged terrain is encountered, thus necessitating, or making highly desirable the use of such space, a variance to this restriction may be granted by written

approval of the ACC, within its sole discretion. Corner lots shall have a side build to line setback of ten feet (10').

- (b) Rear Entry Lot. Lot improvements shall not be closer than twelve feet (12') from the front property line of any Lot or five feet (5') from any side property line or fifteen (15') from any rear property line. Corner lots shall have a side build to line setback of ten feet (10').

8. STORAGE OF BUILDING MATERIALS. No building materials of any kind may be stored on any Lot for longer than one week prior to the commencement of work for which the materials were purchased unless they are stored in an enclosed building or located such that they cannot be viewed from any other Lot.

9. CONSTRUCTION CLEAN-UP. From time to time during construction as required to maintain a neat and orderly appearance, and upon completion of construction, the Owner of the Lot will be responsible for the removal of any trash or debris that may have been thrown, placed, or discarded on any part of the Lot or on any other Lot if the trash or debris originated at the Owner's Lot.

10. COMPLETION OF CONSTRUCTION. To promote the marketing of the Property and to maintain the aesthetics of the development, once construction of a Residence is commenced on a Lot it shall be diligently continued to completion. No Residence shall remain incomplete for more than twelve (12) months after construction has commenced, except due to a casualty loss in which case construction shall be completed as soon as possible thereafter. An Owner who breaches this section shall pay to Declarant, as liquidated damages; the sum of \$100 per day for each day construction remains incomplete beyond this twelve (12) months, in addition to any other damages owed by such Owner to the Association.

11. AIR CONDITIONING. No air conditioning apparatus shall be used, placed, or maintained on any Residence except on the ground of the side or back of the Residence. No air conditioning apparatus shall be installed at or on the front of a Residence.

12. LIGHTING. In general, exterior lighting used in connection with the occupancy of a Residence shall be kept to the minimum required for safety and security. Landscape lighting is allowed. All exterior lights must have a bonnet or shield preventing the light from traveling in an upward direction and limiting its vertical travel. No mercury vapor or neon lights shall be used to illuminate the outside areas of a Lot. No exterior lighting of any sort shall be installed or maintained on a Lot where the light source is offensive or a nuisance to other Owners or Lots as determined by the ACC. Lighting for tennis courts is permitted with the approval of the ACC.

13. SOUND DEVICES. No exterior horns, whistles, bells, or other unusually sound devices (except reasonable security devices) audible from any adjoining Lot shall be placed or used upon any Lot.

14. FENCES. No fence, wall, or hedge shall be erected, placed, or altered on any Lot without the ACC's prior written approval. Any fence or wall shall comply with the applicable municipality's requirements and the following:

- (a) Unless otherwise approved by Declarant, all fences and walls facing a public right of way shall not extend nearer to the front street than ten (10) feet behind the front of the Residence.
- (b) All fences shall be five feet (5') in height, as measured from existing ground level.
- (c) Fences shall be constructed of white PVC material (no recycled material shall be used). The panels shall be solid and scored to resemble pickets with a flat top. No lattice work shall adorn the top of the fences.
- (d) All fences shall be constructed with the finished side facing out such that no post shall be visible from outside the yard, including the alley side of the home.
- (e) Fences shall always be maintained in a neat and attractive matter. Fences that are damaged, dirty, leaning or otherwise not in good repair shall be immediately repaired.

15. LOT ENTRIES AND DRIVEWAYS. Each Lot must be accessible to the adjoining public right-of-way by a driveway suitable for such purposes and approved as to design, materials, and location by the ACC prior to any residence being occupied or used. Unless otherwise approved by the ACC, no circular driveways shall be permitted.

16. ANTENNA. No microwave dishes, radio, citizen band or otherwise, or television axial wires or antennas shall be maintained on any portion of any Lot, or in the Common Area, except direct broadcast satellite (DBS) antennae no more than 18" in diameter, multichannel multipoint distribution system (MMDS) antennae no more than 18" in diameter, or television broadcast antennae, all of which Owner shall screen from view as much as possible without

impairing the installation, maintenance or use. All matters set forth in this provision require the express approval, in advance, of the ACC, which shall be exercised in conformity with the rules of the Federal Communications Commission.

17. BUILDING CODES. All construction will comply with the Building Code, any other applicable local building codes or fire codes, and any other Applicable Laws, ordinances or regulations of any governmental body or agency.

18. DELETED

19. DELETED

20. SUBDIVISION. No Lot shall be subdivided into smaller lots. Unless otherwise approved by the ACC, none of the Lots shall be platted into larger Lots.

21. CHIMNEYS. The exterior of chimneys shall be constructed of cementitious fiberboard siding material or direct vent.

22. SIDEWALKS. All sidewalks shall, at a minimum, conform to the applicable municipality's specifications and regulations. Declarant and/or the ACC may, in their absolute and sole discretion, impose more restrictive standards than those required by the applicable municipality regarding placement and width. Each Rear Entry Lot shall have a four foot (4') lead walk extending from the city walk to the front entry. Front entry homes must have a minimum of 4' lead walk from driveway to front door.

23. SIGNS. No sign(s) shall be displayed to the public view on any Lot or public right-of-way, except that Owner (a) may place on each of Owner's Lot during the initial construction of the Residence a Builder's for sale sign, model home sign, and/or a Builder's temporary construction address sign, each of which shall be no larger than eight square feet in size and (b) a standard and/or customary "for sale" sign, as determined standard and/or customary in the ACC's absolute and sole discretion, when selling a completed Residence. Nothing herein shall preclude the display of signs otherwise permitted at law.

24. LANDSCAPING. Each residence shall be landscaped and sodded on the front, rear and side yards within one hundred and twenty (120) days after the date on which the carpet has been installed in the Residence. The landscaping of each Lot shall be principally grass sod unless otherwise approved in writing by the ACC. The owner shall keep the yard sufficiently watered to ensure adequate growth of the grass. The yard shall contain an underground water sprinkling system for the purpose of producing sufficient water to preserve and maintain the landscape in a healthy and attractive condition.

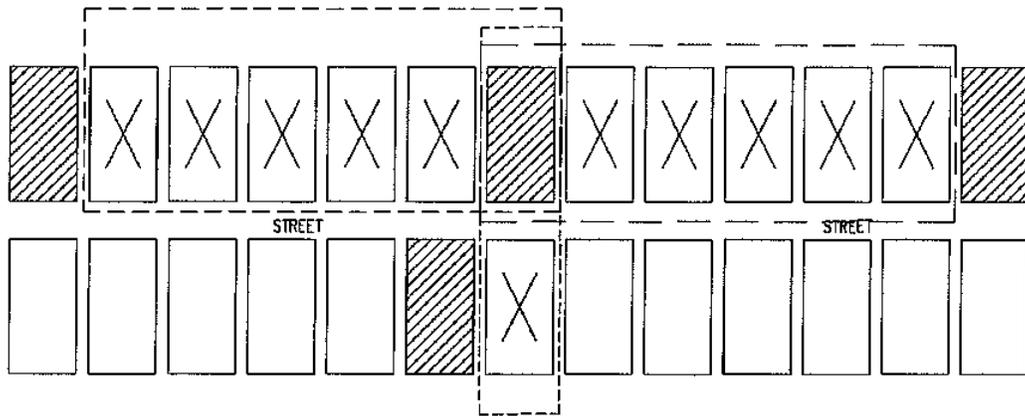
25. TREES AND SHRUBS. A minimum of two (2) three inch (3") caliper shade trees approved by the ACC shall be planted in the front yard area by the completion of construction of the Residence. The front yard of each residence shall have a minimum of two (2) – 10 gallon shrubs, four (4) – 5 gallon shrubs, six (6) – 3 gallon shrubs and ten (10) – 1 gallon shrubs.

26. FLAG POLES. Except as otherwise permitted by law, no flag poles shall be installed without the prior approval of the ACC.

27. EXTERIOR HOME COLORS. Exterior home colors must be approved by the ACC. The ACC shall promulgate a swatch of acceptable home colors. Preferred color finishes include subdued earth or natural tones. For both new construction and changes to existing Residences, proposed masonry products and paint swatches must be submitted to the ACC for approval.

28. SOLAR DEVICES. Except as otherwise permitted at law, all solar devices must be approved by the ACC.

29. MONOTONY RULE. No home plan and elevation combination shall be repeated across the street from itself, within six (6) lots on the same side of the street or at "T" intersections. In addition, no color scheme may be repeated within four (4) lots of the same color scheme.



Cul-de-sacs. No home plan and elevation combination shall be repeated across the street from itself, within three (3) lots on the same side of the street or at "T" intersections. In addition, no color scheme may be repeated within four (4) lots of the same color scheme.

