ARTICLES OF INCORPORATION

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The State of Texas
Secretary of State

CERTIFICATE OF INCORPORATION

OF

POINT NOBLE HOMEOWNERS ASSOCIATION, INC.
CHARTER NUMBER 01576835

THE UNDERSIGNED, AS SECRETARY OF STATE OF THE STATE OF TEXAS, HEREBY CERTIFIES THAT THE ATTACHED ARTICLES OF INCORPORATION FOR THE ABOVE NAMED CORPORATION HAVE BEEN RECEIVED IN THIS OFFICE AND ARE FOUND TO CONFORM TO LAW.

ACCORDINGLY, THE UNDERSIGNED, AS SECRETARY OF STATE, AND BY VIRTUE OF THE AUTHORITY VESTED IN THE SECRETARY BY LAW, HEREBY ISSUES THIS CERTIFICATE OF INCORPORATION.

ISSUANCE OF THIS CERTIFICATE OF INCORPORATION DOES NOT AUTHORIZE THE USE OF A CORPORATE NAME IN THIS STATE IN VIOLATION OF THE RIGHTS OF ANOTHER UNDER THE FEDERAL TRADEMARK ACT OF 1946, THE TEXAS TRADEMARK LAW, THE ASSUMED BUSINESS OR PROFESSIONAL NAME ACT OR THE COMMON LAW.

DATED MAR. 27, 2000

EFFECTIVE MAR. 27, 2000

Elton Bomer, Secretary of State

FILED
In the Office of the
Secretary of State of Texas

MAR 27 2000

ARTICLES OF INCORPORATION
OF
POINT NOBLE HOMEOWNERS ASSOCIATION, INC.

I, Jake Collier (attorney name), the undersigned natural person over the age of 18, acting as incorporator, adopt the following articles of incorporation of POINT NOBLE HOMEOWNERS ASSOCIATION, INC.

ARTICLE 1

NAME

The name of the Corporation is POINT NOBLE HOMEOWNERS ASSOCIATION, INC.

ARTICLE 2

NONPROFIT CORPORATION

The Corporation is a nonprofit corporation. When it dissolves, all of its assets will be distributed to the State of Texas or an organization exempt from taxes under Internal Revenue Code Section 50(c) (3) for one or more purposes exempt under the Texas franchise tax. The Corporation succeeds an unincorporated association using the name of POINT NOBLE HOMEOWNERS ASSOCIATION, INC. and located in Flower Mound, Denton County, Texas. The incorporator has been authorized to execute these Articles of Incorporation by the consent of a majority of the unincorporated association's members.

ARTICLE 3

DURATION

The Corporation will continue in perpetuity.

ARTICLE 4

PURPOSES

The purposes for organizing the Corporation are to conduct any and all lawful activities in conjunction with the operation and maintenance of a homeowner's association.

ARTICLE 5

POWERS

Except as these Articles otherwise provide, the Corporation has all the powers provided in the Texas Non-Profit Corporation Act. Moreover, the Corporation has all implied powers necessary and proper to carry out its express powers.

ARTICLE 6

RESTRICTIONS AND REQUIREMENTS

The Corporation may not pay dividends or other corporate income to its directors, members, or officers, or otherwise accrue distributable profits, or permit the realization of private gain. The Corporation may not take any action prohibited by the Texas Non-Profit Corporation Act.

The Corporation may not take any action that would be inconsistent with the requirements for a tax exemption under Internal Revenue Code Section 501(c) (3) and related regulations, rulings, and procedures. Nor may it take any action that would be inconsistent with the requirements for receiving tax-deductible charitable contributions under Internal Revenue Code Section 17(c)(2) and related regulations, rulings and procedures. Regardless of any other provision in these Articles of Incorporation or state law, the Corporation may not:

1. Engage in activities or use its assets in manners that do not further one or more exempt purposes, as set forth in these Articles and defined by the Internal Revenue Code and related regulations, rulings, and procedures, except to an insubstantial degree.

2. Serve a private interest other than one clearly incidental to an overriding public interest.

3. Devote more than an insubstantial part of its activities to attempting to influence legislation by propaganda or otherwise, except as provided by the Internal Revenue Code and related regulations, rulings, and procedures.

4. Participate in or intervene in any political campaign on behalf of or in opposition to any candidate for public office. The prohibited activities include publishing or distributing statements and any other direct or indirect campaign activities.

5. Have objectives characterizing it as an "action organization" as defined by the Internal Revenue Code and related regulations, rulings, and procedures.

6. Distribute its assets on dissolution other than for one or more exempt purposes. On dissolution, the Corporation's assets will be distributed to the state government for a public purpose, or to an organization exempt from taxes under Internal Revenue Code Section 501(c) (3) to be used to accomplish the general purposes for which the Corporation was organized.

7. Permit any part of the Corporation's net earnings to inure to the benefit of any private shareholder or member of the Corporation or any private individual.

8. Carry on an unrelated trade or business, except as a secondary purpose related to the Corporation's primary, exempt purposes.

ARTICLE 7

MEMBERSHIP

The Corporation will have one or more classes of members as provided in the bylaws.

ARTICLE 8

INITIAL REGISTERED OFFICE AND AGENT

The street address of the Corporation's initial registered office is 6021 Morriss Road, Suite 103, Flower Mound, Denton County, Texas. The name of the initial registered agent at this office is Ken Hodge.

ARTICLE 9

MANAGING BODY OF CORPORATION

The management of the corporation is vested in its Board of Directors and such committees of the board that the board may, from time-to-time, establish. The bylaws will provide the qualifications, manner of selection, duties, terms, and other matters relating to the Board of Directors.

In selecting directors, members may not cumulate their votes by giving one candidate as many votes as the number of directors to be elected or by distributing the same number of votes among any number of candidates.

The initial Board will consist of seven persons. The initial Board will consist of the following persons at the following addresses:

Term	Name	Address
1 year	Lewis Prince	5420 Prince Lane, Flower Mound, Texas 75022
3 year	Mike Carter	1608 Noble Way, Flower Mound, Texas 75022
2 year	Lynne Donnnino	5100 Knights Court, Flower Mound, Texas 75022
2 year	Angie Barnett	1305 Noble Way, Flower Mound, Texas 75022
1 year	Elizabeth Fanning	1300 Noble Way, Flower Mound, Texas 75022
3 year	Joyce Yarussi	5301 Prince Lane, Flower Mound, Texas 75022
3 year	Ken Hodge	1213 Noble Way, Flower Mound, Texas 75022

The number of directors may be increased or decreased by adopting or amending the Corporation's bylaws. The number of directors may not be decreased to fewer than three (3).

ARTICLE 10

LIMITATION ON LIABILITY OF DIRECTORS

A director is not liable to the Corporation or members for monetary damages for an act or omission in the director's capacity as director except as otherwise provided by a Texas statute.

ARTICLE 11

CONSTRUCTION

All references in these Articles to statutes, regulations, or other sources of legal authority refer to the authorities cited, or their successors, as they may be amended from time to time.

ARTICLE 12

INCORPORATOR

The name and street address of the incorporator is:

Name of Incorporator Address

I hereby execute these Articles of Incorporation on this 10 day of March 2000.

Jake Collier

Jake Collier
5300 Prince Dr.
Flower Mound
Texas 75022

Filed for Record in:
DENTON COUNTY, TX
CYNTHIA MITCHELL, COUNTY CLERK

On Jan 15 2002
At 11:35am

Receipt #: 2666
Recording: 13.00
Doc/Mgmt : 6.00
Doc/Num : 2002-R0006026
Doc/Type : MDO
Deputy -Cristina

COVENANTS, CONDITIONS
&
RESTRICTIONS

RETURN TO:
Town of Flower Mound
Development Dept.
2121 Cross Timbers
Flower Mound, TX 75

020370

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR POINT NOBLE

THIS DECLARATION is made on the date hereinafter set forth by Ken Hodge and Associates, a Texas Corporation, hereinafter referred to as the "Declarant."

WITNESSETH

WHEREAS, the Declarant is the owner of certain real property in the Town of Flower Mound, Denton County, Texas, which is described in Exhibit "A" attached hereto and made a part hereof (the "Property").

WHEREAS, Declarant desires to create an exclusive planned community known as Point Noble on the Property and such other land as may be added thereto pursuant to the terms and provisions of this Declaration.

NOW THEREFORE, the Declarant declares that the Property shall be held, sold and conveyed subject to the restrictions, covenants and conditions declared below, which shall be deemed to be covenants running with the land and imposed on and intended to benefit and burden each Lot and other portions of the Property in order to maintain within the Property a planned community of high standards. Such covenants shall be binding on all parties having any right, title or interest therein or any party thereof, their respective heirs, personal representatives, successors and assigns, and shall inure to the benefit of each Owner thereof.

ARTICLE 1

DEFINITIONS

Section 1.1 "Association" shall mean and refer to the Point Noble Homeowners' Association, Inc., A Texas not-for-profit corporation established for the purpose set forth herein, its successors and assigns.

Section 1.2 "Board" shall mean the Board of Directors of the Association.

Section 1.3 "Common Areas" shall mean and refer to that portion of the Property, if any, conveyed to the Association for the use and benefit of the Owners.

Section 1.4 "Common Maintenance Areas" shall mean and refer to the Common Areas, if any, and the entrance monuments, drainage facilities, detention ponds, right-of-way, landscaping, and such other areas lying within dedicated public easements or right-of-ways as deemed appropriate by the Board for the preservation, protection and enhancement of the property values and the general health, safety or welfare of the Owners.

Section 1.5 "Declarant" shall mean and refer to Ken Hodge & Associates Inc. its successors and assigns who are designated as such in writing by the Declarant, and who consent in writing to assume the duties and obligations of the Declarant with respect to the Lots acquired by such successor and/or assign.

Section 1.6 "Declaration" shall mean and refer to this Declaration of Covenants, Conditions and Restrictions for Point Noble, and any amendments, annexations and supplements thereto made in accordance with its terms.

Section 1.7 "Lien holder" or "Mortgagee" shall mean the holder of a first mortgage lien, enter Unit, Residence, Dwelling on any and/or any Lot.

Section 1.8 "Lot" shall mean and refer to any plot of land indicated upon any recorded subdivision map of the Property or any part thereof creating single-family home sites, with the exception of the Common Area and areas deeded to a governmental authority or utility, together with all improvements thereon.

Section 1.9 "Member" shall mean and refer to every person or entity who holds membership in the Association. The Declarant and each Owner shall be a Member in the Association.

Section 1.10 "Owner" shall mean and refer to the record owner, other than the Declarant, whether one (1) or more persons or entities, of the fee simple title to any Lot, including the home builder, but shall exclude those having an interest, merely as security for the performance of an obligation. However, the term "Owner" shall include any Lien holder or Mortgagee who acquires fee simple title to any Lot which is part of the Property through deed in lieu of foreclosure or through judicial or non judicial foreclosure.

Section 1.11 "Property," "Premises" or "Development" shall mean and refer to the real property described in Exhibit "A," known as the Point Noble and such additions thereto as may be brought within the jurisdiction of the Association and be made subject to this Declaration.

Section 1.12 "Unit," "Residence" or "Dwelling" shall mean and refer to any residential dwelling situated upon any Lot, including the parking garage utilized in connection therewith and the Lot upon which the Unit, Residence or Dwelling, is located.

Section 1.13 "Town" shall mean and refer to the Town of Flower Mound, Denton County, Texas.

BYLAWS

ARTICLE 2
BY LAWS
POINT NOBLE HOMEOWNERS ASSOCIATION, INC.

Section 2.1 Establishment of Association. The formal establishment of the Point Noble Homeowners' Association will be accomplished by the filing of the Articles of Incorporation of the Point Noble Homeowners' Association with the Secretary of State for the State of Texas and the subsequent issuance by the Secretary of State of the Certificate of Incorporation of the Point Noble Homeowners' Association. The initial board shall be appointed by the Declarant.

Section 2.2 Adoption of By-Laws. Bylaws for the Point Noble Homeowners' Association will be established and adopted by the Board.

Section 2.3 Membership. The Declarant and every other Owner of a Lot, including any successive buyer(s) shall automatically and mandatorily become a member of the Association. Membership shall be appurtenant to and shall not be separated from ownership of any Lot. In the event there is consolidation of any lots by replatting, these lots will be treated in every aspect as originally platted. Every member shall have the right at all reasonable times during business hours to inspect the books of the Association.

Section 2.4 Funding. Subject to the terms of this Article, Declarant, for each Lot owned by Declarant, hereby covenants to pay, and each Owner of any Lot by acceptance of a deed therefor, whether or not it shall be so expressed in such deed, covenants and agrees to pay to the Association: (1) annual assessment or charges, and (2) special assessments for capital improvements, such assessments to be established and collected as hereinafter provided. Such assessments will remain effective for the full term (and extended term, if applicable) of this Declaration. The annual and special assessments, together with interest, costs, and reasonable attorney's fees, shall be a charge on the land and shall be a continuing lien upon the Lot against which each such assessment is made. Each such assessment, together with interest, costs, and reasonable attorney's fees shall also be the

personal obligation of the person who was the Owner of such Lot at the time when the assessment fell due. The personal obligation for delinquent assessments shall not pass to the successors in title of such Owner unless expressly assumed by them.

Section 2.5 Assessments.

(a) Units or Lots Owned by Class A Members. Subject to the terms of this Article, each Lot is hereby subject to an initial maximum maintenance charge of $100.00 per month or $1200.00 per annum (until such maintenance charge shall be increased in the By-Laws of the Association), for the purpose of creating a fund to be designated and known as the "maintenance fund." This maintenance charge and assessment will be paid by the owner or owners of each lot on which a completed house is located or after title to a lot has been conveyed from Declarant for a period of twelve months. In other words, the $1,200 annual assessment begins when a house closes on a lot or after title has been transferred on a lot for a period of twelve (12) months, which ever occurs first. In the event as set forth in Section 2.4, consolidation by replatting as taken place, assessments will be assessed according to original platting (example: replatting two (2) lots into one would be assessed as two (2) for an amount of $2,400.) After the board is formed, it will be decided by the board as to whether the assessment shall be payable monthly, quarterly, or annually, and will be determined by the Board at least thirty (30) days in advance of each affected assessment period. Said rate may be adjusted from time to time by the Board as the needs of the Association may, in the judgment of the Directors, require. The assessment for each Lot shall be uniform except as provided in Subsection b of this Section 2.5. The Association shall, upon written demand and for a reasonable charge, furnish a certificate signed by an officer of the Association setting forth whether or not the assessment has been paid for the assessment period.

(b) Units or Lots Owned by Declarant. Notwithstanding the foregoing, the Declarant shall be exempt for the annual maintenance assessment charged to Owners so long as there is a Class B membership as set forth in Section 6. Declarant hereby agrees that for such period of time as there is a Class B membership in effect and Declarant's Lots are exempt from

assessment as provided above, that in the event that the annual maintenance fund revenues are insufficient to pay the operating expenses of the Association, Declarant shall provide the funds necessary to make up the deficit, within thirty (30) days of receipt of request for payment thereof from the Association, provided that if the deficit is the result of the failure or refusal of an Owner or Owners to pay their annual maintenance assessments, the Association shall diligently pursue all available remedies against such defaulting Owners, including the immediate institution of litigation to recover the unpaid assessments, and shall reimburse the Declarant the amounts paid because of such delinquency, if any, so collected.

(c) Purpose of Maintenance Fund. The Association shall establish a maintenance fund composed of Owners' annual maintenance assessments and shall use the proceeds of such fund in providing for normal, recurring maintenance charges for the Common Maintenance Areas for the use and benefit of all members of the Association. Such uses and benefits to be provided by the Association may include, by way of clarification and not limitation, any and all of the following: normal, recurring maintenance of the Common Maintenance Areas (including, but not limited to, mowing, edging, watering, clipping, sweeping, pruning, raking, and otherwise caring for existing landscaping) and the improvements to such Common Maintenance Areas, such as sprinkler systems, and private streets, if any, provided the Association shall have no obligation (except as expressly provide hereinafter) to make capital improvements to the Common Maintenance Areas; payment of all legal and other expenses incurred in connection with the enforcement of all recorded covenants, restrictions, and conditions affecting the property to which the maintenance fund applies; payment of all reasonable and necessary expenses in connection with the employment of security guards or watchmen, if any; caring for vacant lots; and any other matter necessary or desirable in the opinion of the Board to keep the Property neat and in good order, or which is considered of general benefit to the Owners or occupants of the Property, it being understood that the judgment of the Board in the expenditure of said funds shall be final and conclusive so long as judgment is exercised in good faith. The Association shall, in addition, establish and maintain an adequate reserve fund to ensure the continuous and perpetual use, operation, maintenance, and/or supervision of all facilities, structures,

improvements, systems, areas or grounds that are the Association's responsibility. The reserve fund shall be established and maintained out of regular annual assessments.

(d) Special Assessment for Working Capital Fund, Non recurring Maintenance and Capital Improvements. In addition to the annual assessments authorized above, the Association may levy special assessments as follows:

(i) Upon sale of the first Lot by Declarant to a Class A Member, a special assessment equal to ten (10) months' estimated regular assessments may be assessed, which shall be due and payable upon conveyance of the Lot to a Class A Member. Such special assessment shall be available for all necessary expenditures of the Association.

(ii) In any assessment year, a special assessment applicable to that year only for the purpose of defraying, in whole or in part, the cost of any non recurring maintenance, or the acquisition, construction, reconstruction, repair, or replacement of a capital improvement upon any Common Maintenance Area, including fixtures and personal property related thereto may be assessed. The Association shall not commingle the proceeds of such special assessment with the maintenance fund. Such proceeds shall be used solely and exclusively to fund the non recurring maintenance or improvements in question.

Section 2.6. Nonpayment of Assessments: Remedies of the Association. Any assessment not paid within ten (10) days after the due date shall bear interest from due date at the highest non-usurious rate of interest allowed by Texas law or 18% per annum, whichever is less. The Association shall have the authority to impose late charges to compensate for the administrative and processing costs of late payments on such terms as it may establish by duly adopted resolutions and the Association may bring an

action at law against the Owner personally obligated to pay the same, or foreclose the lien retained herein against the property. No Owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Maintenance Area or abandonment of his property.

Section 2.7. Subordinated Lien to Secure Payment. To secure the payment of the maintenance charge and assessment established hereby and to be levied on individual Lots as above provided, there is hereby reserved a lien for the benefit of the Association, said lien to be enforceable through appropriate proceedings at law or in equity by such beneficiary; provided, however, that each such lien shall be specifically made secondary, subordinate, and inferior to all liens, present and future, given, granted, and created by or at the insistence and request of the Owner of any such Lot to secure the payment of monies advanced or to be advanced on account of the purchase price and/or the improvements of any such Lot; and further provided that as a condition precedent to any proceeding to enforce such lien upon any Lot upon which there is an outstanding, valid, and subsisting first mortgage sixty (60) days written notice of such proposed action, such notice, which shall be sent to the nearest office of the lien holder by prepaid U.S. registered mail, to contain the statement of the delinquent maintenance charges upon which the proposed action is based. Upon the request of any such first mortgage lien holder, and beneficiary shall be acknowledge in writing its obligation to give the foregoing notice with respect to the particular property covered by such first mortgage lien to holder thereof. Sale or transfer of a Lot shall not affect the assessment lien. However, the sale or transfer of a Lot pursuant to mortgage foreclosure shall extinguish the lien of such assessment as to payments which became due prior to such sale or transfer. No sale, foreclosure, or transfer shall relieve such Lot from liability for any assessments thereafter becoming due or from the lien thereof. The Association shall have the right to file notices of liens in favor of such Association in the official records of Denton County, Texas.

Section 2.8 Voting Rights. The Association shall have two (2) classes of voting membership:

(a) Class A. Class A Members shall be all Owners with the exception of Declarant and shall be entitled to (1) vote for each Lot owned. When more than one (1) person holds an interest in any Lot, all such persons shall be members, but the vote for such Lot shall be exercised as they among themselves determine, and in no event shall more than one (1) vote be cast with respect to any Lot as originally platted. In the event consolidation of lots by replatting as taken place, one vote per lot as originally platted is the rule.

(b) Class B. The Class B Member shall be the Declarant who shall be entitled to three (3) votes for each unoccupied Lot it owns. The Class B membership shall cease and be converted to Class A membership on the happening of either of the two following events: one hundred and twenty (120) days after the conveyance of the Lot which causes the total votes outstanding in the Class A membership, to equal the total votes outstanding in the Class B membership or (ii) ten (10) years from the recording of the Declaration in the deed records of Denton County, Texas. Class B membership shall be reinstated at any time before the expiration of twenty (20) years from the date of conveyance of the first Lot if additional Lots owned by a Class B Member are annexed to this Declaration in sufficient numbers to restore a ratio of at least one Class B Lot for each three Class A Lots in Property.

(c) Suspension. All voting rights of an Owner shall be suspended during any period in which such Owner is delinquent in the payment of any assessment duly established pursuant to this Article or is otherwise in default hereunder or under the By-Laws or rules and regulations of the Association and such suspension shall apply to the proxy authority of the voting representative, if any.

Section 2.9. Notice and Quorum. Written notice of any meeting called for the purpose of taking any action authorized herein shall be sent to all members, or delivered to their residences, not less than thirty (30) days nor more than sixty (60) days in advance of the meeting. At any such meeting called, the presence of members or of proxies of Voting Representatives entitled to cast two-thirds (2/3) of all the votes of each class of membership shall constitute a quorum. If the required quorum is not

present, another meeting may be called subject to the same notice requirement, and the required quorum at such subsequent meeting shall be two-thirds (2/3) of the quorum requirement for such prior meeting. The Association may call as many subsequent meetings as may be required to achieve a quorum (the quorum requirement being reduced for each such meeting). No such subsequent meeting shall be held more than sixty (60) day following the preceding meeting.

ARTICLE 3

GENERAL POWERS AND DUTIES OF THE BOARD OF DIRECTORS OF THE ASSOCIATION

Section 3.1. Purpose of Maintenance Fund. The Board, for the benefit of the Owners, shall provide and shall pay out of the maintenance fund provided in Article 2 above the following:

(a) Taxes and assessments and other liens and encumbrances which shall properly be assessed or charged against the Common Areas rather than against the individual Owners, if any.

(b) Operation, maintenance and supervision of the Common Maintenance Area.

(c) Legal and accounting services, if needed.

(d) A policy or policies of insurance insuring the Association against any liability to the public or to the Owners (and/or invitees or tenants) incident to the operation of the Association in any amount or amounts as determined by the Board of Directors, including a policy or policies of insurance as provided herein in Article 4.

(e) Workers compensation insurance to the extent necessary to comply with any applicable laws, if needed.

(f) Such fidelity bonds as may be required by the By-Laws or as the Board may determine to be advisable.

(g) Any other materials, supplies, insurance, furniture, labor, service, maintenance, repairs, structural alterations, taxes, or assessments (including taxes or assessments assessed against an individual Owner) which the Board is required to obtain or pay for pursuant to the terms of this Declaration or by law or which in its opinion shall be necessary or proper for the enforcement of this Declaration.

Section 3.2. Powers and Duties of the Board. The Board, for the Benefit of the owners, shall have the following general powers and duties, in addition to the specific powers and duties provided for herein and in the By-Laws of the Association:

(a) To execute all declarations of ownership for tax assessment purposes with regard to the Common Areas, if any, on behalf of all Owners.

(b) To borrow funds to pay costs of operation secured by assignment or pledge of rights against delinquent Owners if the Board sees fit.

(c) To enter into contracts, maintain one or more bank accounts, and generally to have all the power necessary or incidental to the operation and management of the Association.

(d) To protect or defend the Common Areas from loss or damage by suit or otherwise and to provide adequate reserves for replacements.

(e) To make reasonable rules and regulations for the operation of the Common Maintenance Areas and to amend them from time to time; provided that, any rule or regulation may be amended or repealed by an instrument in writing signed by Owners constituting a majority of the votes of the

Association, or with respect to a rule applicable to less than all of the Common Areas, by a majority of the votes of the Owners in the portions affected. However, the Association's agreements, covenants, conditions and restrictions pertaining to the use, operation, maintenance and/or supervision of any facilities, structures, improvements, systems, areas or grounds that are the Association's responsibility may not be amended without the prior written consent of the Town.

(f) To make available for inspection by Owners within sixty (60) days after the end of each year an annual report and to make all books and records of the Association available for inspection by Owners at reasonable times and intervals.

(g) To adjust the amount, collect and use any insurance proceeds to repair damage or replace lost property, and if proceeds are insufficient to repair damage or replace lost property, to assess the Owners in proportionate amounts to cover the deficiency.

(h) To enforce the provisions of any rules, covenants, conditions and restrictions made hereunder and to enjoin and seek damages from any Owner for violation of such rules, covenants, conditions or restrictions.

(i) To collect all assessments and enforce all penalties for non-payment including the filing of liens and institution of legal proceedings.

Section 3.3. Board Powers Exclusive. The Board shall have the exclusive right to contract for all goods, services and insurance, payment of which is to be made from the Maintenance Fund and the exclusive right and obligation to perform the functions of the Board except as otherwise provided herein.

Section 3.4. Maintenance Contracts. The Board, on behalf of the Association, shall have full power and authority to contract with any Owner of other person or entity for the performance by the Association of services which the Board is not otherwise required to perform pursuant to the terms

hereof, such contracts to be upon such terms and conditions and for such consideration as the Board may deem proper, advisable and in the best interest of the Association.

ARTICLE 4

TITLE TO COMMON AREAS

Section 4.1. Association to Hold. The Association shall assume all maintenance obligations with respect to any Common Areas which may be hereafter established. Nothing contained herein shall create an obligation on the part of Declarant to establish any Common Area.

Section 4.2. Liability Insurance. From and after the date on which title to any Common Area vests in the Association, the Association has the authority to purchase and carry a general comprehensive public liability insurance policy for the benefit of the Association and its Members, covering occurrences on the Common Areas. The policy limits shall be as determined by the Board of Directors of the Association. The Association shall use its best efforts to see that such policy shall contain, if available, cross-liability endorsements or other appropriate provisions for the benefit of the members, Directors, and the management company and other insureds, as their interests may determined.

Section 4.3. Condemnation. In the event of condemnation or a sale in lieu thereof of all or any portion of the Common Areas, the funds payable with respect thereto shall be payable to the Association and shall be used by the Association to purchase additional Common Areas to replace that which has been condemned or to take whatever steps that it deems reasonable necessary to repair or correct any damage suffered as a result of the condemnation. In the event that the Board of Directors of the Association determines that the funds cannot be used in such a manner due to lack of available land for additional Common Areas or for whatever reason, any

remaining funds may be utilized by the Association for the general maintenance fund.

Section 4.4. Amendment. The Association's agreement, conditions, covenants or restrictions pertaining to the use, operation, maintenance and/or supervision of any facilities, structures, improvements, systems, areas or grounds that are the Association's responsibility may not be amended without the prior written consent of the Town.

ARTICLE 5

EASEMENTS

Section 5.1. Utility Easements. As long as Class B membership shall be in effect, the Declarant hereby reserves the right to grant perpetual, non-exclusive easements for the benefit of the Declarant or its designees, upon, across, over, through and under any portion of the Common Areas or any portion of any Lot outside of the permitted building area of such Lot, for ingress, egress, installation, replacement, repair, maintenance, use and operation of all utility and service lines and service systems, public and private, including, without limitation, cable television. Declarant, for itself and its designees, reserves the right to retain title to any such easements. Upon cessation of Class B membership, the Association shall have the right to grant the easement described herein.

Section 5.2. Declarant's Easement of Correct Drainage. As long as Class B membership shall be in effect, Declarant hereby reserves a blanket easement on, over and under the ground within the Property to maintain and correct drainage of surface waters and other erosion controls in order to maintain reasonable standards of health, safety, and appearance and shall be entitled to remove trees or vegetation, without liability for replacement or damage, as may be necessary to provide adequate drainage for any portion of the Property. Notwithstanding the foregoing, nothing herein shall be interpreted to impose any duty upon Declarant to correct or maintain any drainage facilities within the Property.

Section 5.3. Easement for Unintentional Encroachment. The Declarant hereby reserves an exclusive easement for the unintentional encroachment by any structure upon the Common Area caused by or resulting from, construction, repair, shifting, settlement or movement of any portion of the property, which exclusive easement shall exist at all times during the continuance of such encroachment as an easement appurtenant to the encroaching property to the extent of such encroachment.

Section 5.4. Entry Easement. In the event that the Owner fails to maintain the Lot as required herein, or in the event of emergency repairs and to do the work reasonably necessary for the proper maintenance and operation of the Property. Entry upon the Lot as provided herein shall not be deemed a trespass, and the Association shall not be liable for any damage so created unless such damage is caused by the Association's willful misconduct or gross negligence.

Section 5.5. Drainage Easements. Easements for the installation and maintenance of utilities, storm water retention/detention ponds, and/or a conservation area are reserved as may be shown on the recorded plat. Within these easements areas, no structure, plant or material shall be placed or permitted to remain which may hinder or change the direction or flow of drainage channels or slopes in the easements. The easements area of each Lot and all improvements contained therein shall be maintained continuously by the Owner of the Lot, except for those improvements for which a public authority, utility company of the Association is responsible.

Section 5.6. Temporary Completion Easement. All Lots shall be subject to easement of ingress and egress for the benefit of the Declarant, its employees, subcontractors, successors and assigns, over and upon the front, side or rear yards of the Property as my be expedient or necessary for the construction, servicing and completion of dwellings and landscaping upon Lots adjacent to the Property, provided that such easement shall terminate twelve (12) months after the date such Lot is conveyed to the Owner by the Declarant.

ARTICLE 6

PROPERTY RIGHTS

Section 6.1. Owners' Easement of Enjoyment. Every Owner shall have a right and easement in and to the Common Areas and a right and easement of ingress and egress to, from and through said Common Areas, and such easement shall be appurtenant to and shall pass with the title to every Lot, subject to the following provisions:

(a) The right of the Association to establish and publish rules and regulations governing the use of the Common Areas affecting the welfare of the Members;

(b) The right of the Association to suspend the right of use of the Common Areas and the voting rights of an Owner for any period during which any assessment against his Lot remains unpaid; and for a period not to exceed sixty (60) days for any infraction of its published rules and regulation;

(c) The right of the Association, subject to the provisions hereof, to dedicate or transfer all or any part of the Common Areas, if any, to any public agency, authority or utility for such purpose and subject to the conditions as may be agreed by the Association. No such dedication or transfer shall be effective unless an instrument in writing signed by Owners entitled to cast two-thirds (2/3) of the votes of each class of membership and by a duly authorized representative of the town has been recorded agreeing to such dedication or transfer;

(d) All easements herein described are easements appurtenant to and running with the land; they shall at all times inure to the benefit of and be binding upon the Owners, and all of their grantees, and their respective heirs, successors, personal representative and assigns, perpetually and in full force.

Section 6.2. Effect of Declaration. Reference in any deed, mortgage, trust deed or any other recorded documents to the easements, restrictions and covenants herein described conditions or to this Declaration shall be sufficient to create and reserve such easements, conditions, restrictions, and covenants to the respective grantees, mortgagees, or trustees of said parcels as fully and completely as if those easements, conditions, restrictions and covenants were fully related and set forth in their entirety in said documents.

Section 6.3. Rezoning Prohibited. No Lot shall be rezoned to any classification allowing commercial, institutional or other non-residential use without the express consent of the Association and Declarant (as long as Declarant owns any Lot subject to this Declaration), which may be withheld in Declarant's sole discretion. Declarant or the Association may enforce this covenant by obtaining an injunction against any unapproved rezoning at the expense of the enjoined party.

ARTICLE 7

ARCHITECTURAL CONTROL

Section 7.1. Appointment. The Declarant shall designate and appoint an Architectural Control Committee (herein called the "Committee") composed of four (4) individuals, each generally familiar with the residential and community development design matters and knowledgeable about the Declarant's concern for a high level of taste and design standards on the Property. The Committee shall use its best efforts to promote and ensure a high level of taste, design, quality, harmony and conformity throughout the Property consistent, harmony and conformity throughout the Property

consistent with this Declaration. In that regard, no lot shall have a house built on it, except by a builder approved by this committee.

Section 7.2. Successors. In the event of the death, resignation or removal by the Declarant of any member of the Committee, the remaining members shall appoint a successor member. In default of such appointment, the Declarant shall have full authority to designate and appoint a successor. No member of the Committee shall be entitled to compensation for, or be liable for claims, causes of action or damages arising out of, services performed pursuant to this Declaration.

Section 7.3. Approval of Plans and Specifications. No Satellite Dish, fence, building, wall or other structure shall be commenced, erected or maintained upon the Properties, nor shall any exterior addition to, or change or alteration therein, be made until the plans and specifications showing the nature, kind, shape, height, materials and location of the same have been submitted to, and approved in writing, by the Architectural Control Committee, as to harmony of external design and location in relation to surrounding structures and topography.

Section 7.4. Standards. The committee shall have sole discretion with respect to taste, design and all standards that are specified herein. One objective of the Committee is to prevent unusual, radical, curious, odd, bizarre, peculiar or irregular structures from being built on the Property. Notwithstanding, the board shall require approval of exterior material as to type and color of brick, stone, stucco, shingles, etc.

Section 7.5. Termination: Continuation. The Committee appointed by the Declarant shall cease to exist on the earlier of: (A) the date on which all the members of the Committee file a document declaring the termination of the Committee, or (B) the date on which residences have been constructed on all lots on the Property. Notwithstanding the above provision, at the time after the termination of the Committee, the record owners of a majority of the lots on the Property shall have the authority to record an instrument which provides for a committee elected by the homeowners continue the function of the Committee, which instrument shall establish election or appointment

procedures whereby the homeowners' committee members shall be chosen and a notice procedure whereby all owners of homes on the Property will receive notice of such procedures. If there is no Committee or homeowners' committee, no approval by the Committee or homeowners' committee shall be required under Declaration; variations from the standards set forth in this Declaration shall be made in accordance with the general development standards as reflected in the plans, construction materials, landscaping and other matters approved by the Committee or homeowners' committee during their periods of control.

Section 7.6. Liability of Committee. The member of the Committee shall have no liability for the decisions made by the committee so long as such decisions are made in good faith and are not arbitrary or capricious. Any errors in or omissions from the plans submitted to the committee shall be the responsibility of the owner of the lot to which the improvements relate, and the Committee shall have no obligation to check for errors in or omissions from any such plans, or to check for such plans' compliance with the general provisions of this Declaration, City codes, State statutes or the common law, whether the same relate to lot line, building line, easement or any other issue.

Section 7.7. Failure of Committee to Act. In the event that any plans and specifications are submitted to the Architectural Control committee as provided herein, and such Committee shall fail either to approve or reject such plans and specifications for a period of thirty (30) days following such submission, approval by the Committee shall not be required, and full compliance with the Article shall be deemed to have been had.

ARTICLE 8

USE RESTRICTIONS

Section 8.1. Types of Buildings Permitted. All Lots shall be used for residential purposes only, and no building shall be erected, altered, placed or

permitted to remain on any Lot other than one detached single-family dwelling not to exceed three (3) stories in height and a private garage for not less than three (3) automobiles, and a detached servant's quarters, guest house, and/or pool cabana. Only one accessory type structure other than these mentioned is permitted provided such type structure is located behind the front line of the residential building and minimum required side yard distances are maintained. The architecture of the buildings must compliment that of the residential building. The fishing cabins on Lot 37 are exempted, as they are grandfathered for historical reasons. Sheet metal siding and roofs are expressly prohibited.

Section 8.2. Time of Construction. Time of construction is directly relative to house size. In general, all houses under 6000 square feet of air-conditioned space, and including driveways, shall be completed within eight (8) months from the time the permit is issued. This time shall be increased by one month for each 1000 square feet added in size. (Example: a 10,000 square foot house shall be completed within twelve (12) months.)

Section 8.3. Minimum Floor Area, Roofs and Exteriors Walls. Any single residence constructed on said Lots must have an area of not less than forty-five hundred square feet (4500), exclusive or open or screened porches, terraces, patios, driveways, carports and garages. Lots 32, 33, 34, 35, 36, 37 and 38 shall not be less than six thousand (6,000) square feet, exclusive of open or screened porches, terraces, patios, driveways, carports and all garages. Lots 1,2,3,4,5,6,7 and 8 shall not have less than four thousand (4,000) square feet, exclusive of open or screened porches, terraces, patios, driveways, carports and all garages. All roofs as to type, color, and material must be approved by the architectural control committee and all composition asphalt type shingles must be 300 pounds or better. All composition shingles shall be in a "WEATHERED WOOD COLOR." An exception to color can be granted if in the view of the Architectural Control Committee, a particular color will be better compliment the architectural style of the house. Example, Georgian house with black roof or a stucco house with colored roof. All residences are to have a side or rear entry garage. All residences on corner lots with garage on the side street must have a rear entry garage. An exception to rear and side entry garages can be granted if the garages are

split and for two possibilities; One, where the house has a covered drive-thru and is well back from the front facade and secondary to the front view of the house; and, Two, where the garages are split and the garage farthest back is completely hidden from sight when viewing the house from the street.

Section 8.4. Setbacks. No building shall be located on any Lot nearer than fifty (50) feet from the front utility easement line except those noted on the plot plan. No side yard at the front building setback line shall be less than ten percent (10%) of the width of the Lot. For the purpose of the covenants, eaves, steps, and open porches shall not be considered as part of the building. This shall not be construed to permit any portion of the building on any Lot to encroach upon another Lot. If two or more Lots, or fractions thereof, are consolidated to a building site in conformity with the provisions of Section 6 these building setback provisions shall be applied to such resultant building site as if it were one original platted Lot.

Section 8.5. Driveways and Circular Drives. All driveways are to be concrete or masonry. All driveways mush be completed prior to occupancy. Gravel driveways are prohibited.

Section. 8.6. Resubdivision or Consolidation. None of said Lots shall be resubdivided in any fashion except that any person owning two (2) or more adjoining Lots may subdivide or consolidate such Lots into building sites, with the privilege of construction improvements as permitted in Section 3 and 4 hereof on each resulting building site, provided that such resubdivision or consolidation does not result in any building site have a Lot size of less than one acre.

Section 8.7. Nuisances. No noxious or offensive activity shall be carried on upon any Lot, nor shall anything be done which may be or may become an annoyance or nuisance to the Property, Lot, Dwelling or any part thereof.

Section 8.8. Development Activity. Notwithstanding any other provision herein, Declarant and its successors and assigns shall be entitled to conduct on the property all activities normally associated with and

convenient to the development of the Property and the construction and sale of the dwelling units on the Property.

Section. 8.9. Temporary Structure. No structure of a temporary character, including, without limiting the generality thereof, any trailer, tent, shack, garage, barn, motor home or mobile home or other outbuilding, shall be used on any Lot at any time as a residence, either temporarily or permanently.

Section 8.10. Signs and Picketing. No sign or emblem of any kind may be kept or placed upon any Lot or mounted, painted or attached to any Unit, fence or other improvement upon such Lot so as to be visible from public view except the following:

(a) For Sale Signs. An Owner may erect one (1) sign not exceeding 2' x 3' in area, fastened only to a stake in the ground and extending not more than (3) feet above the surface of the ground advertising the Property for sale.

(b) Declarant's Signs. Signs or billboards may be erected by the Declarant.

(c) Political Signs. Political signs may be erected upon a Lot by the Owner of such Lot advocating the election of one or more political candidates or the sponsorship of a political party, issue or proposal provided that such signs shall not be erected more than thirty (30) day in advance of the election to which they pertain and are remove with five (5) days after announcement of the results of the election to which such sign shall refer.

(d) Subcontractor Signs. Subcontractors such as landscaping or swimming pool can temporarily erect their signs no to exceed 2' x 3'. These signs are to be removed within thirty (30) days.

In addition to the foregoing, to protect the safety and harmony of the community, no person shall engage in picketing on any Lot, easement, right-of-way or Common Area within or adjacent to the Property, nor shall any vehicle parked, stored or driven in or adjacent to the Property bear or display

any signs, slogans, symbols, words or decorations intended to create controversy, invite ridicule or disparagement, or interfere in any way with the exercise of the property rights, occupancy or permitted business activities of any Owner or Declarant.

Section 8.11. Camper, Trucks, Boats and Recreational Vehicles. No truck, bus or trailer shall be left parked in the street in front of any Lot except for construction and repair equipment while a residence or residences are being built or repaired in the immediate vicinity. The parking of one camper, travel trailer or recreational vehicle designed for recreational use shall be permitted behind the front line of the house. The storage of one pleasure boat and boat trailer shall be permitted, in the open, behind the front line of the house.

Section 8.12. Livestock and Poultry. No animals, livestock or poultry of any kind shall be raised, bred or kept on any Lot, except that dogs, cats, or other household pets may be kept, provided that they are not kept, bred, or maintained for any commercial purpose.

Section 8.13. Garbage and Refuse Disposal. No Lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage or other waste shall no be kept except in sanitary containers. All incinerators or other equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition.

Section 8.14. Sight Distance and Intersection. No fence, wall, hedge or shrub planting or other obstruction to view in excess of two (2) feet in height, except trees pruned high enough to permit unobstructed vision to automobile drivers, shall be placed on any corner Lot within the triangular area formed by the street boundary lines and a line connecting them at points twenty-five (25) feet from the intersection of the street boundary lines, or in the case of a rounded property corner, from the intersection of the street boundary lines extended. The same sight line limitations shall apply on any Lot within ten (10) feet from the intersection of a street boundary line with the edge of a driveway or alley pavement. No tree shall be permitted to

remain within such distance of such intersections unless the foliage line is maintained at sufficient height to prevent obstruction of such sight lines.

Section 8.15. Parking. No vehicle, trailer, implements or apparatus may be driven or parked in the Common Maintenance Area or on any easement.

Section 8.16. Commercial or Institutional Use. No Lot, and no building erected or maintained on any Lot shall be used for manufacturing, industrial, business, commercial, institutional or other non-residential purposes.

Section 8.17. Building Standards. No building shall be erected or maintained on any Lot unless it complies with all applicable standards, including any governmental ordinances.

Section 8.18. Fences; Walls. No fence shall be built in front of the fifty (50) foot set back line or the house set back line, whichever is greater. All retaining walls built in front of the house (meaning also the front sides) are to be of Brick, Concrete or Stone. Railroad ties, landscape timbers, etc. are permitted from the rear-house set back line to the rear of the property. Corner lots shall not be allowed to have fences nearer than ten percent (10%) of the width of the Lot from the side lot lines. All fencing walls or screening fences shall be of first quality residential type which is harmonious and compatible with the residential character of the development. No barbed wire or rural woven wire may be used on boundary lot lines. The Architectural Control Committee must pass in writing on the type, character, location and height of any fence or wall that is proposed for construction in he development. All fences and walls shall be maintained in a sound state by the Owner, and the Committee shall have the right to order compliance with this provision. Failure to maintain a fence or wall in a sound, orderly and secure state shall constitute a violation of this restriction.

Section 8.19. Antennae, Satellite Dishes and Solar Collectors. No Owner may erect or maintain a television or radio receiving or transmitting antenna, satellite dish or similar implement or apparatus, or solar collector

panels or equipment upon any Lot unless such apparatus is erected and maintained in such a way that it is screened from public view at a point in the center of the public right-of-way directly in front of the house erected on such Lot.

Section 8.20. Chimneys. All fireplaces, flues, smoke stacks, and spark erectors shall be completely enclosed and concealed from public view in finished chimneys of materials architecturally compatible with the principle finish material of the exterior walls of the dwelling.

Section 8.21. Clothes Hanging Devices. Exterior clothes hanging devices shall not be permitted.

Section 8.22. Window Treatment. No aluminum foil, reflective film or similar treatment shall be place on window or glass doors.

Section 8.23. No Dam or Other Obstruction. No dam or other obstruction shall be erected in or across a creek by any Owner without the consent of the Architectural Control Committee in writing being obtained first, and the Declarant shall never be liable to any Owner in the Subdivision because of any overflow or flooding of said creek, even though the flow of said creek shall be increased because of development of adjacent or nearby Properties by the Declarant, or others, or because of any act of omission of the Town of Flower Mound, or the County of Denton in handling of storm drainage water.

ARTICLE 9

ANNEXATION

Section 9.1. Annexation by Declarant. At any time during the initial term of this Declaration, the Declarant may, after first obtaining written consent from a duly authorized representative of the Town, annex additional property to this Declaration to be subject to the terms hereof to the same

extent as if originally included herein and subject to such other terms, covenants, conditions, easements and restrictions as my be imposed thereon by Declarant.

(a) Declaration of Annexation. Annexation shall be evidenced by a written Declaration of Annexation executed by Declarant setting forth the legal description of the property being annexed and the restrictive covenants to be applied to such annexed property.

Section 9.2. Annexation by Action of Members. At any time the Board may request approval of the membership for the annexation of additional property into the Association to be subject to all of the terms of this Declaration to the same extent as if originally included herein. No such annexation shall be effective unless approved in writing by Members entitled to cast two-thirds (2/3) of the total votes in both classes of membership, by a duly authorized representative of the Town, and by FHA and VA approval as set forth in Subsection (b) above. Any property that is contiguous to existing Property to this Declaration may be annexed hereto according to the foregoing requirements, provided however, that no such annexation shall be effective without the consent and joinder of the owners of the property to be annexed. Such annexation must be evidenced by a Declaration of Annexation as set forth in Subsection 9.1 (a) above executed by the parties herein described.

Section 9.3. No Duty to Annex. Nothing herein contained shall establish any duty or obligation on the part of the Declarant or any other member to annex any property to this Declaration and no owner of property excluded from the Declaration shall have any right to have such property annexed thereto.

Section 9.4. Effect of Annexation on Class B Membership. In determining the number of Lots owned by Declarant for the purpose of Class B Membership status according to Article 2, Section 2.8 (b), the total number of Lots covered by the Declaration including all Lots annexed thereto shall be considered. If Class Be Membership has previously expired by annexation of additional property restores the ratio of Lots owned by Declarant to the

number required for Class B Membership, such Class B Membership shall be reinstated.

ARTICLE 10

GENERAL

Section 10.1. Remedies. In the event of any default by any Owner under the provisions of the Declaration, By-Laws or rules and regulation of the Association, the Association and any Owner shall have each and all of the rights and remedies which may be provided for in this Declaration, the By-Laws and said rules and regulations, and those which may be available at law or in equity, and may prosecute any action or other process against such defaulting Owner and/or others for enforcement of any lien statutory or otherwise, including foreclosure of such lien and the appointment of a receiver for the Lot and ownership interest of such Owner, or for damages or injunction, or specific performance or for judgment for the payment of the money and collection thereof, or for any combination of the remedies, or for any other relief. No remedies herein provided or available at law or in equity shall be deemed mutually exclusive of any other such remedy. All expenses of the Association in connection with any such actions or proceedings, including court costs and attorney fees and other fees and expenses, and all damages, permitted by law but, with reference to any Lots financed by FHA insured loans, not in excess of the maximum rate of FHA loans at the time of delinquency, from the due date until paid, shall be charged to and assessed against such defaulting Owner, and shall be added to and deemed part of the respective maintenance assessment (to the same extent as the lien provided herein for unpaid assessments), upon the Lot and upon all of the additions and improvements thereto, and upon all personal property upon the Lot. Any and all of such rights and remedies may by exercised at any time and from time to time, cumulatively or otherwise, by the Association or any Owner.

Section 10.2. Term and Amendments. This Declaration shall run with and bind the land for a term of twenty-five (25) years from the date this Declaration is recorded, after which time they shall be automatically

extended for successive periods of ten (10) years, unless seventy-five percent (75%) of the votes outstanding shall have voted to terminate this Declaration and prior written consent has been obtained from the Town upon the expiration of the initial twenty-five (25) year period or any extension thereof, which termination shall be written instrument signed by seventy-five percent (75%) of the Owners and counter signed by a duly authorized representative of the Town and properly recorded in the Denton County, Texas land records. This Declaration may be amended by an instrument signed by Owners constituting not less than seventy-five percent (75%) of the votes of the Association and counter-signed by a duly authorized representative of the Town, provided that as long as there is a Class B Membership, such amendment has been approved by the U.S. Department of Housing and Urban Development (acting throughout the area office having jurisdiction over the Association.) Any amendment must be recorded in the Denton County Land records. The Association may not be dissolved without prior written consent of the Town.

Section 10.3. Severability. Invalidation of any one of these covenants, conditions, or restrictions by judgment or court order shall in no way affect any other provisions which shall remain, in full force and effect.

Section 10.4. Reserved Rights of Declarant. Notwithstanding any other provision hereof, Declarant reserves the right (upon application and request of the Owner of any Lot) to waive, vary or amend (by an appropriate letter to that effect addressed and delivered to such applicant Owner by Declarant) the application of any of these covenants, conditions and restrictions to such Lot if, the Declarant in its' discretion deems such action be necessary to relieve hardship or permit good architectural planning to be affected; provided that no waiver or amendment of these covenants, conditions and restrictions my be made without the prior written consent of the Town.

(a) To redivide and replat any of the Property shown on the Plat of any Lot or Unit now or hereafter recorded for any Lot or Unit of the Property at anytime in question owned by the Declarant without any notice or consent of any other Owner; provided, however that such Replat shall be subject to all pertinent Town Codes and Ordinances then in existence.

Section 10.5. Sales Office. Declarant may designate the location of a sales office for use in offering Lots for sale, and for all purposes incident thereto. Said use shall cease at such time as seventy-five percent (75%) of the Lots in all have been sold and Units, Dwelling or Residences are constructed thereon.

Section 10.6. Rights and Obligations. The provisions of this Declaration and the Articles of Incorporation and By-Laws and the rights and obligations established thereby shall be deemed to be covenants running with the land and shall inure to the benefit of, and be binding upon, each and all of the Owners and their respective heirs, representative, successors, assigns, purchasers, grantees and Mortgagees. By the recording of the acceptance of a deed conveying a Lot of any ownership interest in the Lot whatsoever, the person to whom such Lot or interest is conveyed shall be deemed to accept and agree to be bound by and subject to all of the provisions of this Declaration and the Article of Incorporation and By-Laws, whether or not mention thereof is made in said deed.

Section 10.7. Failure of Association to Perform Duties. Should the Association fail to carry out its duties as specified in this Declaration, the Town or its lawful agents shall have the right and ability, after due notice to the Association, to remove any landscape systems, features or elements that cease to be maintained by the Association; to perform the responsibility of the Association if the Association fails to do so in compliance with any of the provisions of this Declaration, the agreements, covenants, conditions or restrictions of the Association or of any applicable Town codes or regulations; to assess the Association for all costs incurred by the Town in performing said responsibilities if the Association fails to do so; and/or to avail itself of any other enforcement actions available to the Town pursuant to state law or Town codes and regulations. Should the Town exercise its rights as specified above, the Association shall indemnify and hold the Town harmless from any and all costs, expenses, suits, demands, liabilities or damages, including attorney's fees and costs of suit, incurred or resulting from the Town's removal of any landscape systems, features or elements that cease to be maintained by the Association or from the Town's performance of the aforementioned operations, maintenance or supervision responsibilities of the Association due to the Association's failure to perform said duties.

IN WITNESS WHEREOF, the Declarant has caused this instrument to be executed on its behalf, attested and its corporate seal to be hereunto affixed as of the day and year first above written.

ATTEST:

DECLARANT:

KEN HODGE AND
ASSOCIATES, INC.

Ken Hodge

Ken Hodge
President

STATE OF TEXAS

COUNTY OF Denton

The foregoing instrument was acknowledged before me on this 9 day of March, 1996, by Ken Hodge, of Ken Hodge & Assoc., Inc., on behalf of said corporation.

MARCIA L. DREWITZ
Notary Public, State of Texas
My Commission Expires 5-14-99

Marcia L. Drewitz

Notary Public in and for the
State of Texas

Filed for Record in:
DENTON COUNTY, TX
HONORABLE TIM HODGES/COUNTY CLERK

On Mar 27 1996
At 2:41pm

Doc/Num : 96-R0020370
Doc/Type : DEC
Recording: 63.00
Doc/Mgmt : 6.00
Receipt #: 9543
Deputy - CASSY

D 1580X18-GP-MV(11)

019971

FIRST AMENDMENT TO DECLARATION OF

COVENANTS, CONDITIONS AND RESTRICTIONS

FOR

POINT NOBLE

STATE OF TEXAS }{
}{ KNOW AL MEN BY THESE PRESENTS:
COUNTY OF DENTON }{

WHEREAS, KEN HODGE AND ASSOCIATES, INC., a Texas Corporation, with it's principal business domicile in Denton County, Texas, hereinafter referred to as "DECLARANT", has heretofore executed that certain Declaration of Covenants and Restrictions recorded in Volume 468, Page 541 and corrected in Volume 538, Page 440; and under County Clerk's File No. 96-R0020370, Deed Records, Denton Cuonty, Texas (hereinafter referred to as the "DECLARATION"), imposing on POINT NOBLE, subdivision located in the Town of Flower Mound, Denton County, Texas, according to the plat thereof recorded in Volume M, Page 51 of the Plat Records of Denton County, Texas (hereinafter referred to as the "PROPERTY"), all those certain covenants, restrictions, easements, charges and liens therein set forth for the benefit of the Properties and each owner thereof; and

WHEREAS, Declarant desires to amend the Declaration in the particulars hereinafter set forth; and

WHEREAS, Declarant is currently the legal owner of the majority of the Properties;

NOW THEREFORE, KNOW ALL MEN BY THESE PRESENTS: THAT the Declarant, hereby amends the Declarations as follows:

1. Article Eight (8), Subsection 8.18. FENCES; WALLS. All fencing walls or screening fences shall be of first quality residential type which is harmounious and compatible with the residential character of the development. No barbed wire or rural woven wire may be used and no fence shall be allowed in front of the house set back except a see-through wrought iron type fence (vertical rods approximately 4" on center) with or without brick or stone columns. All retaining walls built in front of the house (meaning also the front sides) are to be of Brick, Concrete or Stone. Railroad ties, landscape timbers, etc.are permitted from the rear-house set back line to the rear of the property. Corner lots shall not be allowed to have fences nearer than ten percent (10%) of the width of the Lot from the side lot lines. The

[illegible] a fence or wall in a sound, orderly and secure state shall

Architectural Control Committee must pass in writing on the type, character, location and height of any fence or wall that is proposed for construction in the development. All fences and walls shall be maintained in a sound state by the Owner, and the Committee shall have the right to order compliance with this provision. Failure to maintain a fence or wall in a sound, orderly and secure state shall constitute a violation of these restrictions.

The Amendment to the Declaration, as set forth above shall be deemed to be a part, and shall be interpreted in accordance with the other provisions of the Declaration. All provisions contained in the Declaration are hereby ratified and confirmed in each and every particular, and shall continue in full force and effect pursuant to the terms thereof, except as expressly amended hereby.

IN WITNESS WHEREOF, the undersigned, being Declarant and legal owner of the majority of the Properties, has executed the First Amendment to the Declaration of Covenants, Conditions, and Restrictions, to be effective the 21st day of March 1997.

DECLARANT:

Ken Hodge and Associates, Inc.
BY: Ken Hodge
Ken Hodge, President

THE STATE OF TEXAS }{

COUNTY OF DENTON }{

BEFORE ME, the undersigned authority, on this day personally appeared KEN HODGE, President of KEN HODGE AND ASSOCIATES, INC., a Texas corporation, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed same for the purposes and considerations therein expressed, in the capacity therein stated, and as the act and deed of said corporation.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, THIS THE 26th DAY OF MARCH, 1997.

Maggie M. Emerine
Notary Public, State of Texas

MAGGIE M. EMERINE
Notary Public
State of Texas
My Comm. Exp. 10-07-99

WHEN RECORDED PLEASE RETURN TO:
FIDELITY NATIONAL TITLE AGENCY, INC.
724 W. Main #335
Lewisville, Tx. 75067
Attn: M. Emerine

Filed for Record in:
DENTON COUNTY, TX
HONORABLE TIM HODGES/COUNTY CLERK

On Mar 31 1997
At 12:47pm

Doc/Num :	97-R0019971
Doc/Type :	AMD
Recording:	7.00
Doc/Mgmt :	6.00
Receipt #:	9901

Deputy - MARY

POLICIES, RULES and GUIDELINES

NOTICE OF FILING OF DEDICATORY INSTRUMENTS
FOR
Point Noble Homeowners Association, Inc.

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

THIS NOTICE OF DEDICATORY INSTRUMENT FOR Point Noble Homeowners Association, Inc. is made this 28th of February 2012, by Point Noble Homeowners Association, Inc.

WITNESSETH:

WHEREAS, Point Noble Homeowners Association, Inc. prepared and recorded an instrument entitled "Declaration of Covenants, Conditions and Restrictions" dated on or about March 27, 1996, Document Number-96-R0020370, Real Records of Denton County, Texas, together with any other filings of records (if any).

WHEREAS, the Association is the property owners' association created by the Declarant to manage or regulate the planned development covered by the Declaration, as stated and recorded above; and

WHEREAS, Section 202.006 of the Texas Property Code provides that a property owners' association must file each dedicatory instrument governing the association that has not been previously recorded in the real property records of the county in which the planned development is located; and

WHEREAS, the Association desires to record the attached dedicatory instrument in the real property records of Denton County, Texas, pursuant to and accordance with Section 202.006 of the Texas Property Code.

NOW, THEREFORE, the dedicatory instrument attached hereto as Exhibit "A" is true and correct copies of the originals and are hereby filed of record in the real property records of Denton County, Texas, in accordance with the requirements of Section 202.006 of the Texas Property Code.

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

Point Noble Homeowners Association, Inc.

By: _____
Duly Authorized Agent

ACKNOWLEDGMENT

STATE OF TEXAS §
§
COUNTY OF DALLAS §

BEFORE ME, the undersigned authority, on this day personally appeared Mark Sorenson, Duly Authorized Agent of Point Noble Homeowners Association, Inc. known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that (s)he executed the same for the purposes and consideration therein expressed on behalf of said corporation.

SUBSCRIBED AND SWORN TO BEFORE ME on this 28th day of February 2012.

Mary Harvey
Notary Public
State of Texas
My Commission Expires

MARY HARVEY
NOTARY PUBLIC
STATE OF TEXAS
MY COMM. EXP. 9-20-2015

AFTER RECORDING RETURN TO:
Principal Management Group
Attn: Debbie Simpson
12700 Park Central Drive, Suite 600
Dallas, Texas 75251

EXHIBIT A

POINT NOBLE HOMEOWNERS ASSOCIATION, INC.
EMAIL REGISTRATION POLICY

Point Noble Homeowners Association, Inc. is a community (the "**Community**") created by and subject that certain Declaration of Covenants, Conditions and Restrictions, recorded under Document Number -96-R0020370, Official Public Records of Denton County, Texas, as amended (the "**Covenant**"). The operation of the Community is vested in Point Noble Homeowners Association, Inc. (the "**Association**"), acting through its board of directors (the "**Board**"). The Association is empowered to adopt reasonable policies for the operation of the Association, including a policy for the registration of member email addresses.

The Board hereby adopts this Email Registration Policy to establish a means by which members of the Association might register and maintain their email addresses for the purpose of receiving certain required communications from the Association.

(1) **Community Website**. Should the Association maintain a community website capable of allowing members to register and maintain an email address with the Association then the member is responsible for registering and updating whenever necessary such email address so that the member can receive email notification of certain required communications from the Association.

(2) **Official Email Registration Form**. Should the Association not maintain a community website as described in (1) above then the Association shall provide each member with an Official Email Registration Form so that the member might provide to the Association an email address for the purpose of receiving email notification of certain required communications from the Association. It shall be the member's responsibility to complete and submit the form to the Association, as well as updating the Association with changes to their email address whenever necessary.

POINT NOBLE HOMEOWNERS ASSOCIATION, INC.

Duly Authorized Officer/Agent

2/21/12
Date

VICTORIA MIELKE
Printed Name

Denton County
Cynthia Mitchell
County Clerk
Denton, Tx 76202

Instrument Number: 2012-29361

As

Recorded On: March 22, 2012 **Notice**

Parties: POINT NOBLE HOA INC **Billable Pages: 3**

To **Number of Pages: 3**

Comment:

(Parties listed above are for Clerks reference only)

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

Notice	24.00
Total Recording:	**24.00**

************** DO NOT REMOVE. 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: 2012-29361
Receipt Number: 885993
Recorded Date/Time: March 22, 2012 03:32:28P
User / Station: D Kitzmiller - Cash Station 2

Record and Return To:

PRINCIPAL MANAGEMENT GROUP
DEBBIE SIMPSON
12700 PARK CENTRAL DRIVE STE 600
DALLAS TX 75251

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 heron, and was duly RECORDED in the Official Records of Denton County, Texas.

County Clerk
Denton County, Texas

NOTICE OF FILING OF DEDICATORY INSTRUMENTS
FOR
Point Noble Homeowners Association, Inc.

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

THIS NOTICE OF DEDICATORY INSTRUMENT FOR Point Noble Homeowners Association, Inc. is made this 28th of February 2012, by Point Noble Homeowners Association, Inc.

WITNESSETH:

WHEREAS, Point Noble Homeowners Association, Inc. prepared and recorded an instrument entitled "Declaration of Covenants, Conditions and Restrictions" dated on or about March 27, 1996, Document Number-96-R0020370, Real Records of Denton County, Texas, together with any other filings of records (if any).

WHEREAS, the Association is the property owners' association created by the Declarant to manage or regulate the planned development covered by the Declaration, as stated and recorded above; and

WHEREAS, Section 202.006 of the Texas Property Code provides that a property owners' association must file each dedicatory instrument governing the association that has not been previously recorded in the real property records of the county in which the planned development is located; and

WHEREAS, the Association desires to record the attached dedicatory instrument in the real property records of Denton County, Texas, pursuant to and accordance with Section 202.006 of the Texas Property Code.

NOW, THEREFORE, the dedicatory instrument attached hereto as Exhibit "A" is true and correct copies of the originals and are hereby filed of record in the real property records of Denton County, Texas, in accordance with the requirements of Section 202.006 of the Texas Property Code.

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

Point Noble Homeowners Association, Inc.

By: _____
Duly Authorized Agent

ACKNOWLEDGMENT

STATE OF TEXAS §
§
COUNTY OF DALLAS §

BEFORE ME, the undersigned authority, on this day personally appeared Mark Southerland, Duly Authorized Agent of Point Noble Homeowners Association, Inc. known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that (s)he executed the same for the purposes and consideration therein expressed on behalf of said corporation.

SUBSCRIBED AND SWORN TO BEFORE ME on this 28th day of February 2012.

_____
Notary Public
State of Texas
My Commission Expires

MARY HARVEY
NOTARY PUBLIC
STATE OF TEXAS
MY COMM. EXP. 9-20-2015

AFTER RECORDING RETURN TO:
Principal Management Group
Attn: Debbie Simpson
12700 Park Central Drive, Suite 600
Dallas, Texas 75251

EXHIBIT A

POINT NOBLE HOMEOWNERS ASSOCIATION, INC.
RECORDS INSPECTION, COPYING AND RETENTION POLICY

Terms used but not defined in this policy will have the meaning subscribed to such terms in that certain Declaration of Covenants, Conditions and Restrictions, recorded under Document Number -96-R0020370, Official Public Records of Denton County, Texas, as amended (the "Covenant").

Note: Texas statutes presently render null and void any restriction in the Covenant which restricts or prohibits the inspection, copying and/or retention of association records and files in violation of the controlling provisions of the Texas Property Code or any other applicable state law. The Board has adopted this policy in lieu of any express prohibition or any provision regulating such matters which conflict with Texas law, as set forth in the Covenant.

1. ***Written Form.*** The Association shall maintain its records in written form or in another form capable of conversion into written form within a reasonable time.

2. ***Request in Writing; Pay Estimated Costs In Advance.*** An Owner (or an individual identified as an Owner's agent, attorney or certified public accountant, provided the designation is in writing and delivered to the Association) may submit a written request via certified mail to the Association's mailing address or authorized representative listed in the management certificate to access the Association's records. The written request must include sufficient detail describing the books and records requested and whether the Owner desires to inspect or copy the records. Upon receipt of a written request, the Association may estimate the costs associated with responding to each request, which costs may not exceed the costs allowed pursuant to Texas Administrative Code Section 70.3, as may be amended from time to time (a current copy of which is attached hereto). Before providing the requested records, the Association will require that the Owner remit such estimated amount to the Association. The Association will provide a final invoice to the Owner on or before the 30th business day after the records are provided by the Association. If the final invoice includes additional amounts due from the requesting party, the additional amounts, if not reimbursed to the Association before the 30th business day after the date the invoice is sent to the Owner, may be added to the Owner's account as an assessment. If the estimated costs exceeded the final invoice amount, the Owner is entitled to a refund, and the refund shall be issued to the Owner not later than the 30th business day after the date the final invoice is sent to the Owner.

3. ***Period of Inspection.*** Within ten (10) business days from receipt of the written request, the Association must either: (1) provide the copies to the Owner; (2) provide available inspection dates; or (3) provide written notice that the Association cannot produce the documents within the ten (10) days along with either: (i) another date within an additional fifteen (15) days on which the records may either be inspected or by which the copies will be sent to the Owner; or (ii) after a diligent search, the requested records are missing and can not be located.

4. ***Records Retention.*** The Association shall keep the following records for at least the times periods stated below:

a. **PERMANENT:** The Articles of Incorporation or the Certificate of Formation, the Bylaws and the Covenant, any and all other governing documents, guidelines, rules, regulations and policies and all amendments thereto recorded in the property records to be effective against any Owner and/or Member of the Association.

b. **FOUR (4) YEARS:** Contracts with a term of more than one (1) year between the Association and a third party. The four (4) year retention term begins upon expiration of the contract term.

c. **FIVE (5) YEARS:** Account records of each Owner. Account records include debit and credit entries associated with amounts due and payable by the Owner to the Association, and written or electronic records related to the Owner and produced by the Association in the ordinary course of business.

d. **SEVEN (7) YEARS:** Minutes of all meetings of the Board and the Owners.

e. **SEVEN (7) YEARS:** Financial books and records produced in the ordinary course of business, tax returns and audits of the Association.

f. **GENERAL RETENTION INSTRUCTIONS:** "Permanent" means records which are not to be destroyed. Except for contracts with a term of one (1) year or more (See item 4.b. above), a retention period starts on the last day of the year in which the record is created and ends on the last day of the year of the retention period. For example, if a record is created on June 14, 2012, and the retention period is five (5) years, the retention period begins on December 31, 2012 and ends on December 31, 2017. If the retention period for a record has elapsed and the record will be destroyed, the record should be shredded or otherwise safely and completely destroyed. Electronic files should be destroyed to ensure that data cannot be reconstructed from the storage mechanism on which the record resides.

5. ***Confidential Records.*** As determined in the discretion of the Board, certain Association records may be kept confidential such as personnel files, Owner account or other personal information (except addresses) unless the Owner requesting the records provides a court order or written authorization from the person whose records are sought.

6. ***Attorney Files.*** Attorney's files and records relating to the Association (excluding invoices requested by a Owner pursuant to Texas Property Code Section 209.008(d)), are not records of the Association and are not: (a) subject to inspection by the Owner; or (b) subject to production in a legal proceeding. If a document in an attorney's files and records relating to the Association would be responsive to a legally authorized request to inspect or copy Association documents, the document shall be produced by using the copy from the attorney's files and records if the Association has not maintained a separate copy of the document. The Association is not required under any circumstance to produce a document for inspection or copying that constitutes attorney work product or that is privileged as an attorney-client communication.

7. ***Presence of Board Member or Manager; No Removal.*** At the discretion of the Board or the Association's manager, certain records may only be inspected in the presence of a Board member or employee of the Association's manager. No original records may be removed from the office without the express written consent of the Board.

POINT NOBLE HOMEOWNERS ASSOCIATION, INC.

Victoria Mielke
Duly Authorized Officer/Agent

2/21/12
Date

VICTORIA MIELKE
Printed Name

TEXAS ADMINISTRATIVE CODE
TITLE 1, PART 3, CHAPTER 70
RULE §70.3 - CHARGES FOR PROVIDING COPIES OF PUBLIC INFORMATION

(a) The charges in this section to recover costs associated with providing copies of public information are based on estimated average costs to governmental bodies across the state. When actual costs are 25% higher than those used in these rules, governmental bodies other than agencies of the state, may request an exemption in accordance with §70.4 of this title (relating to Requesting an Exemption).

(b) Copy charge.

(1) Standard paper copy. The charge for standard paper copies reproduced by means of an office machine copier or a computer printer is $.10 per page or part of a page. Each side that has recorded information is considered a page.

(2) Nonstandard copy. The charges in this subsection are to cover the materials onto which information is copied and do not reflect any additional charges, including labor, that may be associated with a particular request. The charges for nonstandard copies are:

(A) Diskette--$1.00;

(B) Magnetic tape--actual cost

(C) Data cartridge--actual cost;

(D) Tape cartridge--actual cost;

(E) Rewritable CD (CD-RW)--$1.00;

(F) Non-rewritable CD (CD-R)--$1.00;

(G) Digital video disc (DVD)--$3.00;

(H) JAZ drive--actual cost;

(I) Other electronic media--actual cost;

(J) VHS video cassette--$2.50;

(K) Audio cassette--$1.00;

(L) Oversize paper copy (e.g.: 11 inches by 17 inches, greenbar, bluebar, not including maps and photographs using specialty paper--See also §70.9 of this title)--$.50;

(M) Specialty paper (e.g.: Mylar, blueprint, blueline, map, photographic--actual cost.

(c) Labor charge for programming. If a particular request requires the services of a programmer in order to execute an existing program or to create a new program so that requested information may be accessed and copied, the governmental body may charge for the programmer's time.

(1) The hourly charge for a programmer is $28.50 an hour. Only programming services shall be charged at this hourly rate.

(2) Governmental bodies that do not have in-house programming capabilities shall comply with requests in accordance with §552.231 of the Texas Government Code.

(3) If the charge for providing a copy of public information includes costs of labor, a governmental body shall comply with the requirements of §552.261(b) of the Texas Government Code.

(d) Labor charge for locating, compiling, manipulating data, and reproducing public information.

(1) The charge for labor costs incurred in processing a request for public information is $15 an hour. The labor charge includes the actual time to locate, compile, manipulate data, and reproduce the requested information.

(2) A labor charge shall not be billed in connection with complying with requests that are for 50 or fewer pages of paper records, unless the documents to be copied are located in:

(A) Two or more separate buildings that are not physically connected with each other; or

(B) A remote storage facility.

(3) A labor charge shall not be recovered for any time spent by an attorney, legal assistant, or any other person who reviews the requested information:

(A) To determine whether the governmental body will raise any exceptions to disclosure of the requested information under the Texas Government Code, Subchapter C, Chapter 552; or

(B) To research or prepare a request for a ruling by the attorney general's office pursuant to §552.301 of the Texas Government Code.

(4) When confidential information pursuant to a mandatory exception of the Act is mixed with public information in the same page, a labor charge may be recovered for time spent to redact, blackout, or otherwise obscure confidential information in order to release the public information. A labor charge shall not be made for redacting confidential information for requests of 50 or fewer pages, unless the request also qualifies for a labor charge pursuant to Texas Government Code, §552.261(a)(1) or (2).

(5) If the charge for providing a copy of public information includes costs of labor, a governmental body shall comply with the requirements of Texas Government Code, Chapter 552, §552.261(b).

(6) For purposes of paragraph (2)(A) of this subsection, two buildings connected by a covered or open sidewalk, an elevated or underground passageway, or a similar facility, are not considered to be separate buildings.

(e) Overhead charge.

(1) Whenever any labor charge is applicable to a request, a governmental body may include in the charges direct and indirect costs, in addition to the specific labor charge. This overhead charge would cover such costs as depreciation of capital assets, rent, maintenance and repair, utilities, and administrative overhead. If a governmental body chooses to recover such costs, a charge shall be made in accordance with the methodology described in paragraph (3) of this subsection. Although an exact calculation of costs will vary, the use of a standard charge will

avoid complication in calculating such costs and will provide uniformity for charges made statewide.

(2) An overhead charge shall not be made for requests for copies of 50 or fewer pages of standard paper records unless the request also qualifies for a labor charge pursuant to Texas Government Code, §552.261(a)(1) or (2).

(3) The overhead charge shall be computed at 20% of the charge made to cover any labor costs associated with a particular request. Example: if one hour of labor is used for a particular request, the formula would be as follows: Labor charge for locating, compiling, and reproducing, $15.00 x .20 = $3.00; or Programming labor charge, $28.50 x .20 = $5.70. If a request requires one hour of labor charge for locating, compiling, and reproducing information ($15.00 per hour); and one hour of programming labor charge ($28.50 per hour), the combined overhead would be: $15.00 + $28.50 = $43.50 x .20 = $8.70.

(f) Microfiche and microfilm charge.

(1) If a governmental body already has information that exists on microfiche or microfilm and has copies available for sale or distribution, the charge for a copy must not exceed the cost of its reproduction. If no copies of the requested microfiche or microfilm are available and the information on the microfiche or microfilm can be released in its entirety, the governmental body should make a copy of the microfiche or microfilm. The charge for a copy shall not exceed the cost of its reproduction. The Texas State Library and Archives Commission has the capacity to reproduce microfiche and microfilm for governmental bodies. Governmental bodies that do not have in-house capability to reproduce microfiche or microfilm are encouraged to contact the Texas State Library before having the reproduction made commercially.

(2) If only a master copy of information in microfilm is maintained, the charge is $.10 per page for standard size paper copies, plus any applicable labor and overhead charge for more than 50 copies.

(g) Remote document retrieval charge.

(1) Due to limited on-site capacity of storage documents, it is frequently necessary to store information that is not in current use in remote storage locations. Every effort should be made by governmental bodies to store current records on-site. State agencies are encouraged to store inactive or non-current records with the Texas State Library and Archives Commission. To the extent that the retrieval of documents results in a charge to comply with a request, it is permissible to recover costs of such services for requests that qualify for labor charges under current law.

(2) If a governmental body has a contract with a commercial records storage company, whereby the private company charges a fee to locate, retrieve, deliver, and return to storage the needed record(s), no additional labor charge shall be factored in for time spent locating documents at the storage location by the private company's personnel. If after delivery to the governmental body, the boxes must still be searched for records that are responsive to the request, a labor charge is allowed according to subsection (d)(1) of this section.

(h) Computer resource charge.

(1) The computer resource charge is a utilization charge for computers based on the amortized cost of acquisition, lease, operation, and maintenance of computer resources, which might include, but is not limited to, some or all of the following: central processing units (CPUs),

servers, disk drives, local area networks (LANs), printers, tape drives, other peripheral devices, communications devices, software, and system utilities.

(2) These computer resource charges are not intended to substitute for cost recovery methodologies or charges made for purposes other than responding to public information requests.

(3) The charges in this subsection are averages based on a survey of governmental bodies with a broad range of computer capabilities. Each governmental body using this cost recovery charge shall determine which category(ies) of computer system(s) used to fulfill the public information request most closely fits its existing system(s), and set its charge accordingly. Type of System--Rate: mainframe--$10 per CPU minute; Midsize--$1.50 per CPU minute; Client/Server--$2.20 per clock hour; PC or LAN--$1.00 per clock hour.

(4) The charge made to recover the computer utilization cost is the actual time the computer takes to execute a particular program times the applicable rate. The CPU charge is not meant to apply to programming or printing time; rather it is solely to recover costs associated with the actual time required by the computer to execute a program. This time, called CPU time, can be read directly from the CPU clock, and most frequently will be a matter of seconds. If programming is required to comply with a particular request, the appropriate charge that may be recovered for programming time is set forth in subsection (d) of this section. No charge should be made for computer print-out time. Example: If a mainframe computer is used, and the processing time is 20 seconds, the charges would be as follows: $10 / 3 = $3.33; or $10 / 60 x 20 = $3.33.

(5) A governmental body that does not have in-house computer capabilities shall comply with requests in accordance with the §552.231 of the Texas Government Code.

(i) Miscellaneous supplies. The actual cost of miscellaneous supplies, such as labels, boxes, and other supplies used to produce the requested information, may be added to the total charge for public information.

(j) Postal and shipping charges. Governmental bodies may add any related postal or shipping expenses which are necessary to transmit the reproduced information to the requesting party.

(k) Sales tax. Pursuant to Office of the Comptroller of Public Accounts' rules sales tax shall not be added on charges for public information (34 TAC, Part 1, Chapter 3, Subchapter O, §3.341 and §3.342).

(l) Miscellaneous charges: A governmental body that accepts payment by credit card for copies of public information and that is charged a "transaction fee" by the credit card company may recover that fee.

(m) These charges are subject to periodic reevaluation and update.

Source Note: The provisions of this §70.3 adopted to be effective September 18, 1996, 21 TexReg 8587; amended to be effective February 20, 1997, 22 TexReg 1625; amended to be effective December 3, 1997, 22 TexReg 11651; amended to be effective December 21, 1999, 24 TexReg 11255; amended to be effective January 16, 2003, 28 TexReg 439; amended to be effective February 11, 2004, 29 TexReg 1189; transferred effective September 1, 2005, as published in the Texas Register September 29, 2006, 31 TexReg 8251; amended to be effective February 22, 2007, 32 TexReg 614

Denton County
Cynthia Mitchell
County Clerk
Denton, Tx 76202

70 2012 00029362

Instrument Number: 2012-29362

As

Notice

Recorded On: March 22, 2012

Parties: POINT NOBLE HOA INC

To

Billable Pages: 9

Number of Pages: 9

Comment:

(Parties listed above are for Clerks reference only)

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

Notice	48.00
Total Recording:	**48.00**

************** DO NOT REMOVE. 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: 2012-29362
Receipt Number: 885993
Recorded Date/Time: March 22, 2012 03:32:28P
User / Station: D Kitzmiller - Cash Station 2

Record and Return To:

PRINCIPAL MANAGEMENT GROUP
DEBBIE SIMPSON
12700 PARK CENTRAL DRIVE STE 600
DALLAS TX 75251

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 heron, and was duly RECORDED in the Official Records of Denton County, Texas.

County Clerk
Denton County, Texas

NOTICE OF FILING OF DEDICATORY INSTRUMENTS
FOR
Point Noble Homeowners Association, Inc.

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

THIS NOTICE OF DEDICATORY INSTRUMENT FOR Point Noble Homeowners Association, Inc. is made this 28th of February 2012, by Point Noble Homeowners Association, Inc.

WITNESSETH:

WHEREAS, Point Noble Homeowners Association, Inc. prepared and recorded an instrument entitled "Declaration of Covenants, Conditions and Restrictions" dated on or about March 27, 1996, Document Number-96-R0020370, Real Records of Denton County, Texas, together with any other filings of records (if any).

WHEREAS, the Association is the property owners' association created by the Declarant to manage or regulate the planned development covered by the Declaration, as stated and recorded above; and

WHEREAS, Section 202.006 of the Texas Property Code provides that a property owners' association must file each dedicatory instrument governing the association that has not been previously recorded in the real property records of the county in which the planned development is located; and

WHEREAS, the Association desires to record the attached dedicatory instrument in the real property records of Denton County, Texas, pursuant to and accordance with Section 202.006 of the Texas Property Code.

NOW, THEREFORE, the dedicatory instrument attached hereto as Exhibit "A" is true and correct copies of the originals and are hereby filed of record in the real property records of Denton County, Texas, in accordance with the requirements of Section 202.006 of the Texas Property Code.

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

Point Noble Homeowners Association, Inc.

By: _____
Duly Authorized Agent

ACKNOWLEDGMENT

STATE OF TEXAS §
§
COUNTY OF DALLAS §

BEFORE ME, the undersigned authority, on this day personally appeared Mark Southall, Duly Authorized Agent of Point Noble Homeowners Association, Inc. known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that (s)he executed the same for the purposes and consideration therein expressed on behalf of said corporation.

SUBSCRIBED AND SWORN TO BEFORE ME on this 28th day of February 2012.

Mary Harvey
Notary Public
State of Texas
My Commission Expires

AFTER RECORDING RETURN TO:
Principal Management Group
Attn: Debbie Simpson
12700 Park Central Drive, Suite 600
Dallas, Texas 75251

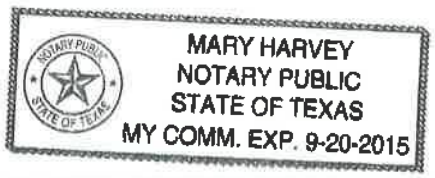

EXHIBIT A

POINT NOBLE HOMEOWNERS ASSOCIATION, INC.
DISPLAY OF CERTAIN RELIGIOUS ITEMS POLICY

Terms used but not defined in this policy will have the meaning subscribed to such terms in that certain Declaration of Covenants, Conditions and Restrictions, recorded under Document Number -96-R0020370, Official Public Records of Denton County, Texas, as amended (the "Covenant").

1. *Display of Certain Religious Items Permitted.* An Owner or resident is permitted to display or affix to the entry of the Owner's or resident's dwelling one or more religious items, the display of which is motivated by the Owner's or resident's sincere religious belief. This Policy outlines the standards which shall apply with respect to the display or affixing of certain religious items on the entry to the Owner's or resident's dwelling.

2. *General Guidelines.* Religious items may be displayed or affixed to an Owner or resident's entry door or door frame of the Owner or resident's dwelling; provided, however, that individually or in combination with each other, the total size of the display is no greater than twenty-five square inches (5"x5" = 25 square inches).

3. *Prohibitions.* No religious item may be displayed or affixed to an Owner or resident's dwelling that: (a) threatens the public health or safety; (b) violates applicable law; or (c) contains language, graphics or any display that is patently offensive. No religious item may be displayed or affixed in any location other than the entry door or door frame and in no event may extend past the outer edge of the door frame of the Owner or resident's dwelling. Nothing in this Policy may be construed in any manner to authorize an Owner or resident to use a material or color for an entry door or door frame of the Owner or resident's dwelling or make an alteration to the entry door or door frame that is not otherwise permitted pursuant to the Association's governing documents.

4. *Removal.* The Association may remove any item which is in violation of the terms and provisions of this Policy.

5. *Covenants in Conflict with Statutes.* To the extent that any provision of the Association's recorded covenants restrict or prohibit an Owner or resident from displaying or affixing a religious item in violation of the controlling provisions of Section 202.018 of the Texas Property Code, the Association shall have no authority to enforce such provisions and the provisions of this Policy shall hereafter control.

POINT NOBLE HOMEOWNERS ASSOCIATION, INC.

Duly Authorized Officer/Agent

Date: 2/29/12

VICTORIA MIELKE

Printed Name

Denton County
Cynthia Mitchell
County Clerk
Denton, Tx 76202

70 2012 00029364

Instrument Number: 2012-29364

As

Recorded On: March 22, 2012 **Notice**

Parties: POINT NOBLE HOA INC **Billable Pages: 3**

To **Number of Pages: 3**

Comment:

(Parties listed above are for Clerks reference only)

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

Notice	24.00
Total Recording:	**24.00**

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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: 2012-29364
Receipt Number: 885993
Recorded Date/Time: March 22, 2012 03:32:28P
User / Station: D Kitzmiller - Cash Station 2

Record and Return To:

PRINCIPAL MANAGEMENT GROUP
DEBBIE SIMPSON
12700 PARK CENTRAL DRIVE STE 600
DALLAS TX 75251

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 heron, and was duly RECORDED in the Official Records of Denton County, Texas.

County Clerk
Denton County, Texas

NOTICE OF FILING OF DEDICATORY INSTRUMENTS
FOR
Point Noble Homeowners Association, Inc.

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

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

Point Noble Homeowners Association, Inc.

By: _____
Duly Authorized Agent

ACKNOWLEDGMENT

STATE OF TEXAS §
§
COUNTY OF DALLAS §

BEFORE ME, the undersigned authority, on this day personally appeared Mark Southall, Duly Authorized Agent of Point Noble Homeowners Association, Inc. known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that (s)he executed the same for the purposes and consideration therein expressed on behalf of said corporation.

SUBSCRIBED AND SWORN TO BEFORE ME on this 28th day of February 2012.

_____
Notary Public
State of Texas
My Commission Expires

AFTER RECORDING RETURN TO:
Principal Management Group
Attn: Debbie Simpson
12700 Park Central Drive, Suite 600
Dallas, Texas 75251

MARY HARVEY
NOTARY PUBLIC
STATE OF TEXAS
MY COMM. EXP. 9-20-2015

EXHIBIT A

POINT NOBLE HOMEOWNERS ASSOCIATION, INC.
ASSESSMENT COLLECTION POLICY

Point Noble Homeowners Association, Inc. is a community (the "**Community**") created by and subject that certain Declaration of Covenants, Conditions and Restrictions, recorded under Document Number -96-R0020370, Official Public Records of Denton County, Texas, as amended (the "**Covenant**"). The operation of the Community is vested in Point Noble Homeowners Association, Inc. (the "**Association**"), acting through its board of directors (the "**Board**"). The Association is empowered to enforce the covenants, conditions and restrictions of the Covenant, the Bylaws and rules of the Association (collectively, the "**Restrictions**"), including the obligation of Owners to pay Assessments pursuant to the terms and provisions of the Covenant.

The Board hereby adopts this Assessment Collection Policy to establish equitable policies and procedures for the collection of Assessments levied pursuant to the Restrictions. Terms used in this policy, but not defined, shall have the meaning subscribed to such term in the Restrictions.

Section 1. DELINQUENCIES, LATE CHARGES & INTEREST

1-A. Due Date. An Owner will timely and fully pay Assessments. Regular Assessments are assessed annually and are due and payable on the first calendar day of the month at the beginning of the fiscal year, or in such other manner as the Board may designate in its sole and absolute discretion.

1-B. Delinquent. Any Assessment that is not fully paid when due is delinquent. When the account of an Owner becomes delinquent, it remains delinquent until paid in full — including collection costs, interest and late fees.

1-C. Late Fees & Interest. If the Association does not receive full payment of an Assessment by 5:00 p.m. after the late date established by the Board, the Association may levy a late fee per month and/or interest at the highest rate allowed by applicable usury laws then in effect or what is specified in the association governing documents on the amount of the Assessment from the late date therefore (or if there is no such highest rate, then at the rate of 1 and 1/2% per month) until paid in full.

1-D. Liability for Collection Costs. The defaulting Owner is liable to the Association for the cost of title reports, assessment liens, credit reports, certified mail, long distance calls, court costs, filing fees, and other reasonable costs and attorney's fees incurred by the Association in collecting the delinquency.

1-E. Insufficient Funds. The Association or managing agent may levy a reasonable fee for any check returned to the Association marked "not sufficient funds" or the equivalent.

1-F. Waiver. Properly levied collection costs, late fees, and interest may only be waived by a majority of the Board.

Section 2. INSTALLMENTS & ACCELERATION

If an Assessment, other than a Regular Assessment, is payable in installments, and if an Owner defaults in the payment of any installment, the Association may declare the entire Assessment in default and accelerate the due date on all remaining installments of the Assessment. An Assessment, other than a Regular Assessment, payable in installments may be accelerated only after the Association gives the Owner at least fifteen (15) days prior notice of the default and the Association's intent to accelerate the unpaid balance if the default is not timely cured. Following acceleration of the indebtedness, the Association has no duty to reinstate the installment program upon partial payment by the Owner.

Section 3. PAYMENTS

3-A. Application of Payments. After the Association notifies the Owner of a delinquency and the Owner's liability for late fees or interest, and collection costs, any payment received by the Association shall be applied in the following order, starting with the oldest charge in each category, until that category is fully paid, regardless of the amount of payment, notations on checks, and the date the obligations arose:

(1) Delinquent assessments

(2) Current assessments

(3) Attorney fees and costs associated with delinquent assessments

(4) Other attorney's fees

(5) Fines

(6) Any other amount

3-B. Payment Plans. The Association shall offer a payment plan to a delinquent Owner with a minimum term of at least three (3) months and a maximum term of eighteen (18) months from the date the payment plan is requested for which the Owner may be charged reasonable administrative costs and interest. The Association will determine the actual terms of each payment plan offered to an Owner. An Owner is not entitled to a payment plan if the Owner has defaulted on a previous payment plan in the last two (2) years. If an Owner is in default at the time the Owner submits a payment, the Association is not required to follow the application of payments schedule set forth in Paragraph 3-A.

3-C. Notice of Payment. If the Association receives full payment of the delinquency after recording a notice of lien, the Association will cause a release of notice of lien to be publicly recorded. The Association may require the Owner to prepay the cost of preparing and recording the release.

3-F. Correction of Credit Report. If the Association receives full payment of the delinquency after reporting the defaulting Owner to a credit reporting service, the Association will report receipt of payment to the credit reporting service.

Section 4. LIABILITY FOR COLLECTION COSTS

4-A. Collection Costs. The defaulting Owner may be liable to the Association for the cost of title reports, credit reports, assessment lien, certified mail, long distance calls, filing fees, and other reasonable costs and attorney's fees incurred in the collection of the delinquency.

Section 5. COLLECTION PROCEDURES

5-A. Delegation of Collection Procedures. From time to time, the Association may delegate some or all of the collection procedures, as the Board in its sole discretion deems appropriate, to the Association's managing agent, an attorney, or a debt collector.

5-B. Delinquency Notices. If the Association has not received full payment of an Assessment by the due date, the Association may send written notice of nonpayment to the defaulting Owner, by hand delivery, first class mail, and/or by certified mail, stating the amount delinquent. The Association's delinquency-related correspondence may state that if full payment is not timely received, the Association may pursue any or all of the Association's remedies, at the sole cost and expense of the defaulting Owner.

5-C. Verification of Owner Information. The Association may obtain a title report to determine the names of the Owners.

5-D. Notification of Credit Bureau. The Association may report the defaulting Owner to one or more credit reporting services.

5-E. Collection by Attorney. If the Owner's account remains delinquent, the Association may refer the delinquent account to the Association's attorney for collection. In the event an account is referred to the Association's attorney, the Owner will be liable to the Association for its legal fees and expenses. Upon referral of a delinquent account to the Association's attorney, the Association's attorney will provide the following notices and take the following actions unless otherwise directed by the Board:

(1) Initial Notice: Preparation of the Initial Notice of Demand for Payment Letter. If the account is not paid in full within 30 days (unless such notice has previously been provided by the Association , then

(2) Lien Notice: Preparation of the Lien Notice of Demand for Payment Letter and record a Notice of Unpaid Assessment Lien (unless such notice has previously been provided by the Association). If the account is not paid in full within 30 days, then

(3) Final Notice: Preparation of the Final Notice of Demand for Payment Letter and Intent to Foreclose and Notice of Intent to Foreclose. If the account is not paid in full within 30 days, then

(4) Foreclosure of Lien: Only upon specific approval by a majority of the Board.

5-F. Notice of Lien. The Association's attorney may cause a notice of the Association's Assessment lien against the Owner's home to be publicly recorded. In that event, a copy of the notice will be sent to the defaulting Owner, and may also be sent to the Owner's mortgagee.

5-G. Cancellation of Debt. If the Board deems the debt to be uncollectible, the Board may elect to cancel the debt on the books of the Association, in which case the Association may report the full

amount of the forgiven indebtedness to the Internal Revenue Service as income to the defaulting Owner.

5-H. Suspension of Use of Certain Facilities or Services. The Board may suspend the use of the Common Area amenities by an Owner, or his tenant, whose account with the Association is delinquent for at least thirty (30) days.

Section 6. GENERAL PROVISIONS

6-A. Independent Judgment. Notwithstanding the contents of this detailed policy, the officers, directors, manager, and attorney of the Association may exercise their independent, collective, and respective judgment in applying this policy.

6-B. Other Rights. This policy is in addition to and does not detract from the rights of the Association to collect Assessments under the Association's Restrictions and the laws of the State of Texas.

6-C. Limitations of Interest. The Association, and its officers, directors, managers, and attorneys, intend to conform strictly to the applicable usury laws of the State of Texas. Notwithstanding anything to the contrary in the Restrictions or any other document or agreement executed or made in connection with this policy, the Association will not in any event be entitled to receive or collect, as interest, a sum greater than the maximum amount permitted by applicable law. If from any circumstances whatsoever, the Association ever receives, collects, or applies as interest a sum in excess of the maximum rate permitted by law, the excess amount will be applied to the reduction of unpaid Assessments, or reimbursed to the Owner if those Assessments are paid in full.

6-D. Notices. Unless the Restrictions, applicable law, or this policy provide otherwise, any notice or other written communication given to an Owner pursuant to this policy will be deemed delivered to the Owner upon depositing same with the U.S. Postal Service, addressed to the Owner at the most recent address shown on the Association's records, or on personal delivery to the Owner. If the Association's records show that an Owner's property is owned by two (2) or more persons, notice to one co-Owner is deemed notice to all co-Owners. Similarly, notice to one resident is deemed notice to all residents. Written communications to the Association, pursuant to this policy, will be deemed given on actual receipt by the Association's president, secretary, managing agent, or attorney.

6-E. Amendment of Policy. This policy may be amended from time to time by the Board.

6-F. Collections Policy Schedule. The Association collections policy schedule is attached.

POINT NOBLE HOMEOWNERS ASSOCIATION, INC.

Victor Lee — 2/24/12

Duly Authorized Officer/Agent — Date

VICTORIA MIELKE

Printed Name

Point Noble Homeowners Association Collection Policy

THIS POLICY IS EFFECTIVE JANUARY 1, 2012 AND REPLACES ANY AND ALL PRIOR COLLECTION POLICIES

The following actions are performed to collect on delinquent accounts. The charges assessed to an owner's account for certain collection action noted below are subject to change without notice. Monthly late and handling fees are assessed to delinquent accounts according to the notification on the billing statement and a monthly past due letter with account analysis or a late statement is mailed.

Check Here	Collection Step	Approximate Day of Delinquency Each Step is Taken	Notes
(X)	Past due letter with account analysis or a late statement	--- 10th ----	An initial letter with an account analysis is mailed after the first month of fees are charged to a past due account. Additional late statements are mailed monthly when late fees are charged.
( )	Utility cut-off notice	--- N/A ---	This action is taken only if the association has common meters and it is permitted in their documents.
(X)	Initial collection letter	-- 30 to 45 --	This letter is mailed by regular & certified mail & a $10.00 processing fee charged to the owners account. This letter allows the owner thirty (30) days to pay or dispute the balance & notifies of future action if payment is not received.
(X)	Intent to report delinquent account to credit bureau	-- 60 to 75 --	This letter allows the owner ten (10) days to pay prior to reporting their delinquent account to the credit bureau. It also informs the owner of the fee that will be charged to their account if reported to the credit bureau.
(X)	Notification to owner of credit bureau reporting	-- 70 to 85 --	This letter notifies the owner that their account has been charged $59.54 & is being reported to the credit bureau. It also informs them of future actions & the related fees that will be charged to their account.
(X)	Order title search to determine legal owner	-- 80 to 105 --	A title search is ordered & the owners account charged $65.00. Upon receipt of the title search, a letter is mailed to the owner informing them of this action and the $65.00 charge assessed to their account. This letter also informs them if payment is not received within ten (10) days an assessment lien will be filed with the county & the associated cost charged back to their account.
(X)	Notify owner of lien filing and file lien with the county	-- 95 to 125 --	If payment has not been received within ten (10) days a lien is prepared & the owners account charged $178.61. A letter is mailed to the owner informing them of this action, that $178.61 has been charged to their account & that the lien is being filed in the county records. Upon payment in full a notice of release of lien will be processed & filed in the county at no additional charge.
(X)	Forward owners file to the association attorney for small claims suit and/or foreclosure	-- 120 to 135 --	This action must be allowed in the association documents. A fee of $25.00 will be charged to the owners account for preparing & forwarding the necessary documents to the association attorney.

12/17/11

Signature – Authorized Board Member Date

VICTORIA MIELKE

Printed Name

Denton County
Cynthia Mitchell
County Clerk
Denton, Tx 76202

Instrument Number: 2012-29363

As

Notice

Recorded On: March 22, 2012

Parties: POINT NOBLE HOA INC

To

Billable Pages: 7

Number of Pages: 7

Comment:

(Parties listed above are for Clerks reference only)

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

Notice	40.00
Total Recording:	**40.00**

************** DO NOT REMOVE. 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: 2012-29363
Receipt Number: 885993
Recorded Date/Time: March 22, 2012 03:32:28P
User / Station: D Kitzmiller - Cash Station 2

Record and Return To:

PRINCIPAL MANAGEMENT GROUP
DEBBIE SIMPSON
12700 PARK CENTRAL DRIVE STE 600
DALLAS TX 75251

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 heron, and was duly RECORDED in the Official Records of Denton County, Texas.

County Clerk
Denton County, Texas

NOTICE OF FILING OF DEDICATORY INSTRUMENTS
FOR
Point Noble Homeowners Association, Inc.

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

THIS NOTICE OF DEDICATORY INSTRUMENT FOR Point Noble Homeowners Association, Inc. is made this 28th of February 2012, by Point Noble Homeowners Association, Inc.

WITNESSETH:

WHEREAS, Point Noble Homeowners Association, Inc. prepared and recorded an instrument entitled "Declaration of Covenants, Conditions and Restrictions" dated on or about March 27, 1996, Document Number-96-R0020370, Real Records of Denton County, Texas, together with any other filings of records (if any).

WHEREAS, the Association is the property owners' association created by the Declarant to manage or regulate the planned development covered by the Declaration, as stated and recorded above; and

WHEREAS, Section 202.006 of the Texas Property Code provides that a property owners' association must file each dedicatory instrument governing the association that has not been previously recorded in the real property records of the county in which the planned development is located; and

WHEREAS, the Association desires to record the attached dedicatory instrument in the real property records of Denton County, Texas, pursuant to and accordance with Section 202.006 of the Texas Property Code.

NOW, THEREFORE, the dedicatory instrument attached hereto as Exhibit "A" is true and correct copies of the originals and are hereby filed of record in the real property records of Denton County, Texas, in accordance with the requirements of Section 202.006 of the Texas Property Code.

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

Point Noble Homeowners Association, Inc.

By: _____
Duly Authorized Agent

ACKNOWLEDGMENT

STATE OF TEXAS §
§
COUNTY OF DALLAS §

BEFORE ME, the undersigned authority, on this day personally appeared Mark Sonnell, Duly Authorized Agent of Point Noble Homeowners Association, Inc. known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that (s)he executed the same for the purposes and consideration therein expressed on behalf of said corporation.

SUBSCRIBED AND SWORN TO BEFORE ME on this 28th day of February 2012.

_____
Notary Public
State of Texas
My Commission Expires

AFTER RECORDING RETURN TO:
Principal Management Group
Attn: Debbie Simpson
12700 Park Central Drive, Suite 600
Dallas, Texas 75251

MARY HARVEY
NOTARY PUBLIC
STATE OF TEXAS
MY COMM. EXP. 9-20-2015

EXHIBIT A

POINT NOBLE HOMEOWNERS ASSOCIATION, INC.
FLAG DISPLAY AND FLAGPOLE INSTALLATION POLICY

Terms used but not defined in this policy will have the meaning subscribed to such terms in that certain Declaration of Covenants, Conditions and Restrictions, recorded under Document Number -96-R0020370, Official Public Records of Denton County, Texas, as amended (the "Covenant").

Note: Texas statutes presently render null and void any restriction in the Covenant which restricts or prohibits the display of certain flags or the installation of certain flagpoles on a residential lot in violation of the controlling provisions of Section 202.011 of the Texas Property Code or any federal or other applicable state law. The Board and/or the architectural approval authority under the Covenant has adopted this policy in lieu of any express prohibition against certain flags and flagpoles, or any provision regulating such matters which conflict with Texas law, as set forth in the Covenant.

A. **ARCHITECTURAL REVIEW APPROVAL.**

1. Approval Required. Approval by the ACC is required prior to installing a flagpole no more than five feet (5') in length affixed to the front of a residence near the principal entry or affixed to the rear of a residence (**"Mounted Flagpole"**). A Mounted Flag or Mounted Flagpole need to be approved in advance by the architectural review authority under the Covenant (the **"ACC"**). The ACC is not responsible for: (i) errors in or omissions in the application submitted to the ACC for approval; (ii) supervising installation or construction to confirm compliance with an approved application; or (iii) the compliance of an approved application with governmental codes and ordinances, state and federal laws.

2. Approval Required. Approval by the ACC is required prior to installing vertical freestanding flagpoles installed in the front or back yard area of any residential lot (**"Freestanding Flagpole"**). The ACC is not responsible for: (i) errors in or omissions in the application submitted to the ACC for approval; (ii) supervising installation or construction to confirm compliance with an approved application; or (iii) the compliance of an approved application with governmental codes and ordinances, state and federal laws.

B. **PROCEDURES AND REQUIREMENTS**

1. Approval Application. To obtain ACC approval of any Freestanding Flagpole, the Owner shall provide the ACC with the following information: (a) the location of the flagpole to be installed on the property; (b) the type of flagpole to be installed; (c) the dimensions of the flagpole; and (d) the proposed materials of the flagpole (the **"Flagpole Application"**). A Flagpole Application may only be submitted by an Owner UNLESS the Owner's tenant provides written confirmation at the time of submission that the Owner consents to the Flagpole Application.

2. Approval Process. The decision of the ACC will be made within a reasonable time, or within the time period otherwise required by the principal deed restrictions which govern the review and approval of improvements. A Flagpole Application submitted to install a Freestanding Flagpole on property owned by the Association or property owned in common by members of the Association will not be approved. Any proposal to install a Freestanding Flagpole on property owned by the Association

or property owned in common by members of the Association must be approved in advance and in writing by the Board, and the Board need not adhere to this policy when considering any such request.

Each Owner is advised that if the Flagpole Application is approved by the ACC, installation of the Freestanding Flagpole must: (i) strictly comply with the Flagpole Application; (ii) commence within thirty (30) days of approval; and (iii) be diligently prosecuted to completion. If the Owner fails to cause the Freestanding Flagpole to be installed in accordance with the approved Flagpole Application, the ACC may require the Owner to: (i) modify the Flagpole Application to accurately reflect the Freestanding Flagpole installed on the property; or (ii) remove the Freestanding Flagpole and reinstall the flagpole in accordance with the approved Flagpole Application. Failure to install a Freestanding Flagpole in accordance with the approved Flagpole Application or an Owner's failure to comply with the post-approval requirements constitutes a violation of this policy and may subject the Owner to fines and penalties. Any requirement imposed by the ACC to resubmit a Flagpole Application or remove and relocate a Freestanding Flagpole in accordance with the approved Flagpole Application shall be at the Owner's sole cost and expense.

3. Installation, Display and Approval Conditions. Unless otherwise approved in advance and in writing by the ACC, Permitted Flags, Permitted Flagpoles and Freestanding Flagpoles, installed in accordance with the Flagpole Application, must comply with the following:

(a) No more than one (1) Freestanding Flagpole OR no more than two (2) Mounted Flagpoles are permitted per residential lot, on which only Mounted Flags may be displayed;

(b) Any Mounted Flagpole must be no longer than five feet (5') in length and any Freestanding Flagpole must be no more than twenty feet (20') in height;

(c) Any Mounted Flag displayed on any flagpole may not be more than three feet in height by five feet in width (3'x5');

(d) With the exception of flags displayed on common area owned and/or maintained by the Association and any lot which is being used for marketing purposes by a builder, the flag of the United States of America must be displayed in accordance with 4 U.S.C. Sections 5-10 and the flag of the State of Texas must be displayed in accordance with Chapter 3100 of the Texas Government Code;

(e) The display of a flag, or the location and construction of the flagpole must comply with all applicable zoning ordinances, easements and setbacks of record;

(f) Any flagpole must be constructed of permanent, long-lasting materials, with a finish appropriate to the materials used in the construction of the flagpole and harmonious with the dwelling;

(g) A flag or a flagpole must be maintained in good condition and any deteriorated flag or deteriorated or structurally unsafe flagpole must be repaired, replaced or removed;

(h) Any flag may be illuminated by no more than one (1) halogen landscaping light of low beam intensity which shall not be aimed towards or directly affect any neighboring property; and

(i) Any external halyard of a flagpole must be secured so as to reduce or eliminate noise from flapping against the metal of the flagpole.

POINT NOBLE HOMEOWNERS ASSOCIATION, INC.

Duly Authorized Officer/Agent

2/21/12
Date

VICTORIA MELKE
Printed Name

Denton County
Cynthia Mitchell
County Clerk
Denton, Tx 76202

Instrument Number: 2012-29365

As

Recorded On: March 22, 2012 **Notice**

Parties: POINT NOBLE HOA INC **Billable Pages: 5**

To **Number of Pages: 5**

Comment:

(Parties listed above are for Clerks reference only)

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

Notice	32.00
Total Recording:	**32.00**

************** DO NOT REMOVE. 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: 2012-29365
Receipt Number: 885993
Recorded Date/Time: March 22, 2012 03:32:28P
User / Station: D Kitzmiller - Cash Station 2

Record and Return To:

PRINCIPAL MANAGEMENT GROUP
DEBBIE SIMPSON
12700 PARK CENTRAL DRIVE STE 600
DALLAS TX 75251

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 heron, and was duly RECORDED in the Official Records of Denton County, Texas.

County Clerk
Denton County, Texas

NOTICE OF FILING OF DEDICATORY INSTRUMENTS
FOR
Point Noble Homeowners Association, Inc.

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

THIS NOTICE OF DEDICATORY INSTRUMENT FOR Point Noble Homeowners Association, Inc. is made this 28th of February 2012, by Point Noble Homeowners Association, Inc.

WITNESSETH:

WHEREAS, Point Noble Homeowners Association, Inc. prepared and recorded an instrument entitled "Declaration of Covenants, Conditions and Restrictions" dated on or about March 27, 1996, Document Number-96-R0020370, Real Records of Denton County, Texas, together with any other filings of records (if any).

WHEREAS, the Association is the property owners' association created by the Declarant to manage or regulate the planned development covered by the Declaration, as stated and recorded above; and

WHEREAS, Section 202.006 of the Texas Property Code provides that a property owners' association must file each dedicatory instrument governing the association that has not been previously recorded in the real property records of the county in which the planned development is located; and

WHEREAS, the Association desires to record the attached dedicatory instrument in the real property records of Denton County, Texas, pursuant to and accordance with Section 202.006 of the Texas Property Code.

NOW, THEREFORE, the dedicatory instrument attached hereto as Exhibit "A" is true and correct copies of the originals and are hereby filed of record in the real property records of Denton County, Texas, in accordance with the requirements of Section 202.006 of the Texas Property Code.

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

Point Noble Homeowners Association, Inc.

By: _____
Duly Authorized Agent

ACKNOWLEDGMENT

STATE OF TEXAS §
§
COUNTY OF DALLAS §

BEFORE ME, the undersigned authority, on this day personally appeared _____, Duly Authorized Agent of Point Noble Homeowners Association, Inc. known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that (s)he executed the same for the purposes and consideration therein expressed on behalf of said corporation.

SUBSCRIBED AND SWORN TO BEFORE ME on this 28th day of February 2012.

_____
Notary Public
State of Texas
My Commission Expires

MARY HARVEY
NOTARY PUBLIC
STATE OF TEXAS
MY COMM. EXP. 9-20-2015

AFTER RECORDING RETURN TO:
Principal Management Group
Attn: Debbie Simpson
12700 Park Central Drive, Suite 600
Dallas, Texas 75251

EXHIBIT A

POINT NOBLE HOMEOWNERS ASSOCIATION, INC.
SOLAR DEVICE POLICY
ENERGY EFFICIENT ROOFING POLICY

Terms used but not defined in this policy will have the meaning subscribed to such terms in that certain Declaration of Covenants, Conditions and Restrictions, recorded under Document Number -96-R0020370, Official Public Records of Denton County, Texas, as amended (the "Covenant").

Note: Texas statutes presently render null and void any restriction in the Covenant which prohibits the installation of solar devices or energy efficient roofing on a residential lot. The Board and/or the architectural approval authority under the Covenant has adopted this policy in lieu of any express prohibition against solar devices or energy efficient roofing, or any provision regulating such matters which conflict with Texas law, as set forth in the Covenant

A. DEFINITIONS AND GENERAL PROVISIONS

1. Solar Energy Device Defined. A "**Solar Energy Device**" means a system or series of mechanisms designed primarily to provide heating or cooling or to produce electrical or mechanical power by collecting and transferring solar-generated energy. The term includes a mechanical or chemical device that has the ability to store solar-generated energy for use in heating or cooling or in the production of power.

2. Energy Efficiency Roofing Defined. As used in this Policy, "**Energy Efficiency Roofing**" means shingles that are designed primarily to: (a) be wind and hail resistant; (b) provide heating and cooling efficiencies greater than those provided by customary composite shingles; or (c) provide solar generation capabilities.

3. Architectural Review Approval Required. Approval by the architectural review authority under the Covenant (the "**ACC**") is required prior to installing a Solar Energy Device or Energy Efficient Roofing. The ACC is not responsible for: (i) errors in or omissions in the application submitted to the ACC for approval; (ii) supervising the installation or construction to confirm compliance with an approved application; or (iii) the compliance of approved application with governmental codes and ordinances, state and federal laws.

B. SOLAR ENERGY DEVICE PROCEDURES AND REQUIREMENTS

During any development period under the terms and provisions of the Covenant, the architectural review approval authority established under the Covenant need not adhere to the terms and provisions of this Solar Device Policy and may approve, deny, or further restrict the installation of any Solar Device. A development period continues for so long as the Declarant has reserved the right to facilitate the development, construction, size, shape, composition and marketing of the community.

1. Approval Application. To obtain ACC approval of a Solar Energy Device, the Owner shall provide the ACC with the following information: (i) the proposed installation location of the Solar Energy Device; and (ii) a description of the Solar Energy Device, including the dimensions, manufacturer,

and photograph or other accurate depiction (the "**Solar Application**"). A Solar Application may only be submitted by an Owner unless the Owner's tenant provides written confirmation at the time of submission that the Owner consents to the Solar Application.

2. Approval Process. The decision of the ACC will be made within a reasonable time, or within the time period otherwise required by the principal deed restrictions which govern the review and approval of improvements. The ACC will approve a Solar Energy Device if the Solar Application complies with Section B.3 below **UNLESS** the ACC makes a written determination that placement of the Solar Energy Device, despite compliance with Section B.3, will create a condition that substantially interferes with the use and enjoyment of the property within the community by causing unreasonable discomfort or annoyance to persons of ordinary sensibilities. The ACC's right to make a written determination in accordance with the foregoing sentence is negated if all Owners of property immediately adjacent to the Owner/applicant provide written approval of the proposed placement. Notwithstanding the foregoing provision, a Solar Application submitted to install a Solar Energy Device on property owned or maintained by the Association or property owned in common by members of the Association will not be approved despite compliance with Section B.3. Any proposal to install a Solar Energy Device on property owned or maintained by the Association or property owned in common by members of the Association must be approved in advance and in writing by the Board, and the Board need not adhere to this policy when considering any such request.

Each Owner is advised that if the Solar Application is approved by the ACC, installation of the Solar Energy Device must: (i) strictly comply with the Solar Application; (ii) commence within thirty (30) days of approval; and (iii) be diligently prosecuted to completion. If the Owner fails to cause the Solar Energy Device to be installed in accordance with the approved Solar Application, the ACC may require the Owner to: (i) modify the Solar Application to accurately reflect the Solar Energy Device installed on the property; or (ii) remove the Solar Energy Device and reinstall the device in accordance with the approved Solar Application. Failure to install a Solar Energy Device in accordance with the approved Solar Application or an Owner's failure to comply with the post-approval requirements constitutes a violation of this policy and may subject the Owner to fines and penalties. Any requirement imposed by the ACC to resubmit a Solar Application or remove and relocate a Solar Energy Device in accordance with the approved Solar Application shall be at the Owner's sole cost and expense.

3. Approval Conditions. Unless otherwise approved in advance and in writing by the ACC, each Solar Application and each Solar Energy Device to be installed in accordance therewith must comply with the following:

(i) The Solar Energy Device must be located on the roof of the residence located on the Owner's lot, entirely within a fenced area of the Owner's lot, or entirely within a fenced patio located on the Owner's lot. If the Solar Energy Device will be located on the roof of the residence, the ACC may designate the location for placement unless the location proposed by the Owner increases the estimated annual energy production of the Solar Energy Device, as determined by using a publicly available modeling tool provided by the National Renewable Energy Laboratory, by more than 10 percent above the energy production of the Solar Energy Device if installed in the location designated by the ACC. If the Owner desires to contest the alternate location proposed by the ACC, the Owner should submit information to the ACC which demonstrates that the Owner's proposed location meets the foregoing criteria. If the Solar Energy Device will be located in the fenced area of the Owner's lot or patio, no portion of the Solar Energy Device may extend above the fence line.

(ii) If the Solar Energy Device is mounted on the roof of the principal residence located on the Owner's lot, then: (A) the Solar Energy Device may not extend higher than or beyond the roofline; (B) the Solar Energy Device must conform to the slope of the roof and the top edge of the Solar Device must be parallel to the roofline; (C) the frame, support brackets, or visible piping or wiring associated with the Solar Energy Device must be silver, bronze or black.

C. **ENERGY EFFICIENT ROOFING**

The ACC will not prohibit an Owner from installing Energy Efficient Roofing provided that the Energy Efficient Roofing shingles: (i) resemble the shingles used or otherwise authorized for use within the community; (ii) are more durable than, and are of equal or superior quality to, the shingles used or otherwise authorized for use within the community; and (iii) match the aesthetics of adjacent property.

An Owner who desires to install Energy Efficient Roofing will be required to comply with the architectural review and approval procedures set forth in the Covenant. In conjunction with any such approval process, the Owner should submit information which will enable the ACC to confirm the criteria set forth in the previous paragraph.

POINT NOBLE HOMEOWNERS ASSOCIATION, INC.

Victoria Mielke — 2/21/12

Duly Authorized Officer/Agent — Date

VICTORIA MIELKE

Printed Name

Denton County
Cynthia Mitchell
County Clerk
Denton, Tx 76202

70 2012 00029367

Instrument Number: 2012-29367

As

Notice

Recorded On: March 22, 2012

Parties: POINT NOBLE HOA INC

To

Billable Pages: 5

Number of Pages: 5

Comment:

(Parties listed above are for Clerks reference only)

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

Notice	32.00
Total Recording:	**32.00**

************** DO NOT REMOVE. 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: 2012-29367
Receipt Number: 885993
Recorded Date/Time: March 22, 2012 03:32:28P
User / Station: D Kitzmiller - Cash Station 2

Record and Return To:

PRINCIPAL MANAGEMENT GROUP
DEBBIE SIMPSON
12700 PARK CENTRAL DRIVE STE 600
DALLAS TX 75251

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 heron, and was duly RECORDED in the Official Records of Denton County, Texas.

County Clerk
Denton County, Texas

NOTICE OF FILING OF DEDICATORY INSTRUMENTS
FOR
Point Noble Homeowners Association, Inc.

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

THIS NOTICE OF DEDICATORY INSTRUMENT FOR Point Noble Homeowners Association, Inc. is made this 28th of February 2012, by Point Noble Homeowners Association, Inc.

WITNESSETH:

WHEREAS, Point Noble Homeowners Association, Inc. prepared and recorded an instrument entitled "Declaration of Covenants, Conditions and Restrictions" dated on or about March 27, 1996, Document Number-96-R0020370, Real Records of Denton County, Texas, together with any other filings of records (if any).

WHEREAS, the Association is the property owners' association created by the Declarant to manage or regulate the planned development covered by the Declaration, as stated and recorded above; and

WHEREAS, Section 202.006 of the Texas Property Code provides that a property owners' association must file each dedicatory instrument governing the association that has not been previously recorded in the real property records of the county in which the planned development is located; and

WHEREAS, the Association desires to record the attached dedicatory instrument in the real property records of Denton County, Texas, pursuant to and accordance with Section 202.006 of the Texas Property Code.

NOW, THEREFORE, the dedicatory instrument attached hereto as Exhibit "A" is true and correct copies of the originals and are hereby filed of record in the real property records of Denton County, Texas, in accordance with the requirements of Section 202.006 of the Texas Property Code.

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

Point Noble Homeowners Association, Inc.

By: _____
Duly Authorized Agent

ACKNOWLEDGMENT

STATE OF TEXAS §
§
COUNTY OF DALLAS §

BEFORE ME, the undersigned authority, on this day personally appeared _____, Duly Authorized Agent of Point Noble Homeowners Association, Inc. known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that (s)he executed the same for the purposes and consideration therein expressed on behalf of said corporation.

SUBSCRIBED AND SWORN TO BEFORE ME on this 28th day of February 2012.

_____
Notary Public
State of Texas
My Commission Expires

AFTER RECORDING RETURN TO:
Principal Management Group
Attn: Debbie Simpson
12700 Park Central Drive, Suite 600
Dallas, Texas 75251

MARY HARVEY
NOTARY PUBLIC
STATE OF TEXAS
MY COMM. EXP. 9-20-2015

EXHIBIT A
POINT NOBLE HOMEOWNERS ASSOCIATION, INC.
RAINWATER HARVESTING SYSTEM POLICY

Terms used but not defined in this policy will have the meaning subscribed to such terms in that certain Declaration of Covenants, Conditions and Restrictions, recorded under Document Number -96-R0020370, Official Public Records of Denton County, Texas, as amended (the "Covenant").

Note: Texas statutes presently render null and void any restriction in the Covenant which prohibits the installation of rain barrels or a rainwater harvesting system on a residential lot. The Board and/or the architectural approval authority under the Covenant has adopted this policy in lieu of any express prohibition against rain barrels or rainwater harvesting systems, or any provision regulating such matters which conflict with Texas law, as set forth in the Covenant

A. ARCHITECTURAL REVIEW APPROVAL REQUIRED.

Approval by architectural review authority under the Covenant (the "**ACC**") is required prior to installing rain barrels or rainwater harvesting system on a residential lot (a "**Rainwater Harvesting System**"). The ACC is not responsible for: (i) errors in or omissions in the application submitted to the ACC for approval; (ii) supervising installation or construction to confirm compliance with an approved application; or (iii) the compliance of an approved application with governmental codes and ordinances, state and federal laws.

B. RAINWATER HARVESTING SYSTEM PROCEDURES AND REQUIREMENTS

1. Approval Application. To obtain ACC approval of a Rainwater Harvesting System, the Owner shall provide the ACC with the following information: (i) the proposed installation location of the Rainwater Harvesting System; and (ii) a description of the Rainwater Harvesting System, including the color, dimensions, manufacturer, and photograph or other accurate depiction (the "**Rain System Application**"). A Rain System Application may only be submitted by an Owner unless the Owner's tenant provides written confirmation at the time of submission that the Owner consents to the Rain System Application.

2. Approval Process. The decision of the ACC will be made within a reasonable time, or within the time period otherwise required by the principal deed restrictions which govern the review and approval of improvements. A Rain System Application submitted to install a Rainwater Harvesting System on property owned by the Association or property owned in common by members of the Association will not be approved. Any proposal to install a Rainwater Harvesting System on property owned by the Association or property owned in common by members of the Association must be approved in advance and in writing by the Board, and the Board need not adhere to this policy when considering any such request.

Each Owner is advised that if the Rain System Application is approved by the ACC, installation of the Rainwater Harvesting System must: (i) strictly comply with the Rain System Application; (ii) commence within thirty (30) days of approval; and (iii) be diligently prosecuted to completion. If the Owner fails to cause the Rain System Application to be installed in accordance with the approved Rain System Application, the ACC may require the Owner to: (i) modify the Rain System Application to accurately reflect the Rain System Device installed on the property; or (ii) remove the Rain System Device and reinstall the device in accordance with the approved Rain System Application. Failure to install a

Rain System Device in accordance with the approved Rain System Application or an Owner's failure to comply with the post-approval requirements constitutes a violation of this policy and may subject the Owner to fines and penalties. Any requirement imposed by the ACC to resubmit a Rain System Application or remove and relocate a Rain System Device in accordance with the approved Rain System shall be at the Owner's sole cost and expense.

3. Approval Conditions. Unless otherwise approved in advance and in writing by the ACC, each Rain System Application and each Rain System Device to be installed in accordance therewith must comply with the following:

(i) The Rain System Device must be consistent with the color scheme of the residence constructed on the Owner's lot, as reasonably determined by the ACC.

(ii) The Rain System Device does not include any language or other content that is not typically displayed on such a device.

(iii) The Rain System Device is in no event located between the front of the residence constructed on the Owner's lot and any adjoining or adjacent street.

(iv) There is sufficient area on the Owner's lot to install the Rain System Device, as reasonably determined by the ACC.

(v) If the Rain System Device will be installed on or within the side yard of a lot, or would otherwise be visible from a street, common area, or another Owner's property, the ACC may regulate the size, type, shielding of, and materials used in the construction of the Rain System Device. See Section B. 4 for additional guidance.

4. Guidelines for Certain Rain System Devices. If the Rain System Device will be installed on or within the side yard of a lot, or would otherwise be visible from a street, common area, or another Owner's property, the ACC may regulate the size, type, shielding of, and materials used in the construction of the Rain System Device. Accordingly, when submitting a Rain Device Application, the application should describe methods proposed by the Owner to shield the Rain System Device from the view of any street, common area, or another Owner's property. When reviewing a Rain System Application for a Rain System Device that will be installed on or within the side yard of a lot, or would otherwise be visible from a street, common area, or another Owner's property, any additional regulations imposed by the ACC to regulate the size, type, shielding of, and materials used in the construction of the Rain System Device may not prohibit the economic installation of the Rain System Device, as reasonably determined by the ACC.

POINT NOBLE HOMEOWNERS ASSOCIATION, INC.

Duly Authorized Officer/Agent

2/24/12
Date

VICTORIA MIELKE
Printed Name

Denton County
Cynthia Mitchell
County Clerk
Denton, Tx 76202

70 2012 00029366

Instrument Number: 2012-29366

As

Notice

Recorded On: March 22, 2012

Parties: POINT NOBLE HOA INC

To

Billable Pages: 4

Number of Pages: 4

Comment:

(Parties listed above are for Clerks reference only)

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

Notice	28.00
Total Recording:	**28.00**

************** DO NOT REMOVE. 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: 2012-29366
Receipt Number: 885993
Recorded Date/Time: March 22, 2012 03:32:28P
User / Station: D Kitzmiller - Cash Station 2

Record and Return To:

PRINCIPAL MANAGEMENT GROUP
DEBBIE SIMPSON
12700 PARK CENTRAL DRIVE STE 600
DALLAS TX 75251

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 heron, and was duly RECORDED in the Official Records of Denton County, Texas.

County Clerk
Denton County, Texas

OTHER PERTINENT INFORMATION

FF: $11.00
CF# 282375-18/FNT/me

4878 1940

070414

DECLARATION OF ANNEXTION TO
POINT NOBLE HOMEOWNERS ASSOCIATION, INC.
(Per Article 9, Section 9.1-Bylaws)

THIS DECLARATION is made by Ken Hodge and Associates, a Texas Corporation, hereinafter referred to as the "Declarant".

NOW THEREFORE, let it be known that Declarant, desires to annex the following additional property into said Point Noble Homeowners Association, Inc. Each annexed property shall be subject to the terms of the original Declaration of Covenants, Conditions and Restrictions for Point Noble, and any amendments thereto which have presviously been filed of record in the Office of the County Clerk of Denton County, Texas, to the extent as if originally included therein and subject to such terms, covenants, conditions, easements and restrictions as may be imposed thereon by Declarant.

ANNEXED PROPERTY #1: **PRINCE ESTATES**
TOWN OF FLOWER MOUND
DENTON COUNTY, TEXAS

ANNEXED PROPERTY #2: **ROBBIN'S POINT**
TOWN OF FLOWER MOUND
DENTON COUNTY, TEXAS

IN WITNESS WHEREOF, the undersigned, being Declarant and legal owner of the majority of the Properties has executed this Annexation Declaration, to become effective the 21st day of June 2001.

DECLARANT: Ken Hodge and Associates, Inc.
By: Ken Hodge
Ken Hodge, President

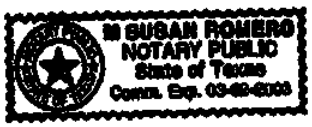
4878 1941

THE STATE OF TEXAS }{

COUNTY OF DENTON }{

Before me, the undersigned authority, on this day personally appeared Ken Hodge, President of Ken Hodge and Associates, Inc., a Texas corporation, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed same for the purposes and considerations therein expressed, in the capacity therein stated, and as the act and deed of said corporation.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, THIS THE 29th DAY OF JUNE, 2001.



Susan Romero
Notary Public, State of Texas

When Recorded Please Return To:
Ken Hodge & Associates, Inc.
1013 Long Prairie Rd, Suite 100
Flower Mound, Tx. 75022

4878 1942

Filed for Record in:
DENTON COUNTY, TX
CYNTHIA MITCHELL, COUNTY CLERK

On Jul 13 2001
At 4:06pm

Receipt #: 35435
Recording: 7.00
Doc/Mgmt : 6.00
Doc/Num : 2001-R0070414
Doc/Type : DEC
Deputy -Jennifer

4940 01435

107719

DECLARATION OF ANNEXATION TO POINT NOBLE HOMEOWNERS ASSOCIATION, INC.

THIS DECLARATION is made by Robbins Enterprises, Inc., a Texas Corporation hereinafter referred to as "the "Declarant."

NOW THEREFORE, let it be known that Declarant, desires to annex the following additional property into Point Noble Homeowners Association, Inc. Each annexed property shall be subject to the terms of the original Declaration of Covenants, Conditions and Restrictions for Point Noble, recorded in vol. 538 pg. 440 of the Denton County Clerk, and any amendments thereto which have previously been filed of record in the Office of the County Clerk of Denton County, Texas, to the extent as if originally included therein and subject to such terms, covenants, conditions, easements and restrictions as may be imposed thereon by the Point Noble Homeowners Association, Inc.

ANNEXED PROPERTY #1: ~~ROBBIN'S~~ ROBBINS DE POINT, as shown on the attached Exhibit A (legal description)
TOWN OF FLOWER MOUND
DENTON COUNTY, TEXAS

IN WITNESS WHEREOF, the undersigned, being Declarant and legal owner of the Property shown on Exhibit A, has executed this Annexation Declaration, to become effective the 1 day of January 2001.

DECLARANT: Robbins Enterprises, Inc.

By: Diana Robbins
Secretary/Treasurer

THE STATE OF TEXAS §
§
COUNTY OF DENTON §

Before me, the undersigned authority, on this day personally appeared Diana Robbins of Grand Prairie, Texas, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed same for the purposes and considerations therein expressed, in the capacity therein stated, and as the act and deed of said corporation.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the 9th day of October, 2001.

M SUSAN ROMERO
NOTARY PUBLIC
State of Texas
Comm. Exp. 03-02-2003

M. Susan Romero
Notary Public, State of Texas 03-02-03
M. SUSAN ROMERO

ACKNOWLEDGEMENT:

WHEREAS the Board of Directors of the Point Noble Homeowners Association, Inc., met on July 16, 2000 and agrees to the annexation of the described property.

THEREFORE, the Board agrees to annex the described property and it shall be subject to the terms of the original Declaration of Covenants, Conditions and Restrictions for Point Noble, recorded in vol. 538 pg. 540 of the Denton County Clerk, and any amendments thereto which have previously been filed of record in the Office of the County Clerk of Denton County, Texas, to the extent as if originally included therein and subject to such terms, covenants, conditions, easements and restrictions.

IN WITNESS WHEREOF, the undersigned, being the President of the Point Noble Homeowners Association, Inc. has executed this Annexation Declaration, to become effective the 1st day of January, 2001.

Point Noble Homeowners Association, Inc.

By: _____

THE STATE OF TEXAS §
§
COUNTY OF DENTON §

Before me, the undersigned authority, on this day personally appeared Mike Carter, President of Point Noble Homeowners Association, Inc., known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed same for the purposes and considerations therein expressed, in the capacity therein stated, and as the act and deed of said corporation.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the 9th day of October, 2001.

M SUSAN ROMERO
NOTARY PUBLIC
State of Texas
Comm. Exp. 03-02-2003

_____
Notary Public, State of Texas

When Recorded Please Return To:
Town of Flower Mound, Texas
Attn: Kathy Aljoe
2121 Cross Timbers Road
Flower Mound, TX 7575028

EXHIBIT "A"

4940 0|437

BEING an 8.056 acre tract of land situated in the J. M. RUIZ SURVEY, ABSTRACT NO. 1064, Town of FLOWER MOUND, Texas, and being the remainder portion of a tract of land as described by Quit Claim Deed to Daniel P. Kondos as recorded under County Clerk's file number 93-R0031705 of the Real Property Records of DENTON County, Texas, said Deed being described as Lots 1 and 2 in Block 1 of THE BLUFFS ADDITION, an Addition to the Town of FLOWER MOUND, DENTON County, Texas, according to the Plat thereof recorded in Cabinet H, Page 231 of the Plat Records of DENTON County, Texas, said 8.056 acre tract being more particularly described as follows:

BEGINNING at an iron rod set for the Northeast corner of the herein described tract, same being the Southeast corner of Lot 50, Block A of Point Noble Addition, an Addition to the Town of Flower Mound, DENTON County, Texas, according to the Plat thereof recorded in Cabinet H, Pages 51 and 52 of said Plat Records, and being in the West line of Lot 49, Block A of said Point Noble Addition, said iron rod also being South 08 degrees 00 minutes 00 seconds East, a distance of 210.00 feet from a found "X" in concrete for the Northeast corner of said Lot 50;

THENCE South 08 degrees 00 minutes 00 seconds East, along the West line of said Lot 49, a distance of 378.67 feet to an iron rod found for the Southernmost corner of said Lot 49, and a Northern line of Lake Grapevine, said iron rod also being South 44 degrees 34 minutes 51 seconds West, a distance of 322.21 feet from a Corps of Engineers monument B-134A-4;

THENCE along the North line of Lake Grapevine the following calls:

South 44 degrees 34 minutes 51 seconds West, a distance of 209.93 feet to a Corps of Engineers monument B-134A-3;

South 26 degrees 32 minutes 58 seconds East, a distance of 182.75 feet to a Corps of Engineers monument B-134A-2;

South 37 degrees 21 minutes 22 seconds West, a distance of 321.79 feet to an iron rod set;

North 39 degrees 45 minutes 25 seconds West, a distance of 385.98 feet to a Copps of Engineers monument in the East line of Lot 1, Block A, of Colli Addition, an Addition to the Town of Flower Mound, Texas, according to the Plat thereof recorded in Cabinet L, Page 42 of said Plat Records;

THENCE North 03 degrees 28 minutes 18 seconds West, along the East line of said Lot 1, a distance of 549.48 feest to an iron rod set for the Southwest corner of Lot 51, Block A of said Point Noble Addition;

THENCE North 77 degrees 30 minutes 00 seconds East, along the South line of said Lot 51, same being in the West Right-of-Way line of Deer Path (a 24 foot wide right-of-way);

THENCE South 12 degrees 30 minutes 00 seconds East, along the West Right-of-Way line of Deer Path, a distance of 9.46 feet to a Railroad Spike found for the Southwest corner of said Deer Path Right-of-Way;

THENCE North 77 degrees 30 minutes 00 seconds East, passing at a distance of 24.00 feet a Railroad Spike found for the Southeast corner of said Right-of-Way and the Southwest corner of said Lot 50, in all a total distance of 244.00 feet to the POINT OF BEGINNING and CONTAINING 8.056 acres or 350,898 square feet of land more or less and being subject to any and all easements that may affect.

WHEREAS, ROBBINS ENTERPRISES, INC. acting by and through the undersigned, their duly authorized agent, is the owner of a 8.056 acre tract of land situated in the J.M. RUIZ SURVEY, ABSTRACT NO. 1054, and being all of that tract of land described in deed to Robbins Enterprises, Inc. and recorded in County Clerk's File Number 98-R0055135 of the Real Property Records of Denton County, Texas, said 8.056 acre tract of land being more particularly described by metes and bounds as follows:

BEGINNING at a 1/2 inch iron rod with yellow cap marked McCULLAH SURVEYING set for the southeast corner of Lot 50, Block A, Point Noble Addition, an addition to the Town of Flower Mound according to the plat recorded in Cabinet M, Page 51, Plat Records, Denton County, Texas, said 1/2 inch iron rod also being in the west line of Lot 49, Block A, of said Point Noble Addition;

THENCE S08°00'00"E, along the west line of said Lot 49, a distance of 378.67 feet to a 1/2 inch iron rod found for the southwest corner of said Lot 49, said 1/2 inch iron rod being in the north line of U.S.A.C.O.E. – Grapevine Lake;

THENCE along the north line of said U.S.A.C.O.E. – Grapevine Lake, the following courses and distances:

S44°34'51"W, a distance of 209.93 feet to a U.S.A.C.O.E. monument found for corner;

S26°32'58"E, a distance of 182.75 feet to a U.S.A.C.O.E. monument found for corner;

S37°21'22"W, a distance of 321.79 feet to a 1/2 inch iron rod with yellow cap marked McCULLAH SURVEYING set for corner;

N39°45'25"W, a distance of 385.98 feet to a U.S.A.C.O.E. monument found for corner, said monument being in the east line of Lot 1, Block A, Colli Addition, an addition to the Town of Flower Mound according to the plat recorded in Cabinet L, Page 42, Plat Records, Denton County, Texas;

100

THENCE N03°28'18"W, leaving the north line of said U.S.A.C.O.E. – Grapevine Lake and along the east line of said Lot 1, Block A, a distance of 549.48 feet to a 1/2 inch iron rod with yellow cap marked McCULLAH SURVEYING set for the southwest corner of Lot 51, Block A, said Point Noble Addition;

THENCE N77°30'00"E, along the south line of said Lot 51, Block A, a distance of 254.10 feet to a 1/2 inch iron rod with yellow cap marked McCULLAH SURVEYING set for the southeast corner of said Lot 51, Block A, said 1/2 inch iron rod being in the west line of Deer Path (24' private road);

THENCE S12°30'00"E, along the west line of said Deer Path, a distance of 9.48 feet to a railroad spike found for corner;

THENCE N77°30'00"E, passing at a distance of 24.00 feet a railroad spike found for the southwest corner of aforementioned Lot 50, Block 1, in all a total distance of 244.00 feet to the Point Of Beginning and containing 350,899 square feet or 8.056 acres of land.

4940 0138

4940 01439

Filed for Record in:
DENTON COUNTY, TX
CYNTHIA MITCHELL, COUNTY CLERK

On Oct 10 2001
At 1:16pm

Receipt #: 51518
Recording: 11.00
Doc/Mgmt : 6.00
Doc/Num : 2001-R0107719
Doc/Type : DEC
Deputy -Jennifer