



# PROVIDENCE

## Amendments to the Declaration of Covenants, Conditions & Restrictions

Denton County  
Cynthia Mitchell  
County Clerk  
Denton, TX 76202



70 2014 00017032

Instrument Number: 2014-17032

As

Recorded On: February 27, 2014

Property Owners Assoc Mgmt Cert

Parties: PROVIDENCE HOA INC

To

Billable Pages: 4

Number of Pages: 4

Comment:

( Parties listed above are for Clerks reference only )

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

Property Owners Assoc Mgmt Cer:	38.00
Total Recording:	38.00

\*\*\*\*\* 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: 2014-17032  
Receipt Number: 1136934  
Recorded Date/Time: February 27, 2014 11:38:00A  
User / Station: C Robinson - Cash Station 1

Record and Return To:

FIRST SERVICE RESIDENTIAL  
3102 OAK LAWN AVE STE 202  
DALLAS TX 75219



THE STATE OF TEXAS }  
COUNTY OF DENTON }

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

*C Mitchell*

County Clerk  
Denton County, Texas

**Providence Homeowners Association, Inc.  
3102 Oak Lawn, Suite 202  
Dallas, TX 75219**

**Dedicatory Instruments**

**Guidelines for Rainwater Recovery Systems**

**WHEREAS**, Lots in Providence are subject to Declaration of Covenants, Conditions and Restrictions for Providence, recorded as Volume 5105, Pages 02787-02826, Real Property Records, Denton County Texas as amended or supplemented from time to time as:

- Amendments to Declaration of Covenants, Conditions and Restrictions Providence Homeowners Association, Inc., filed as 2011-119593, on December 15, 2011

**The Association wishes to adopt reasonable guidelines for Rainwater Recovery Systems; and**

**WHEREAS**, the Board wishes to update and adopt these reasonable guidelines to be in compliance with Section 209.0062 of the Texas Property Code; and

**WHEREAS**, the Board intends to file these guidelines in the real property records of each county in which the subdivision is located, in compliance with Section 209.0062 of the Texas Property Code; and

**NOW, THEREFORE, IT IS RESOLVED** that the attached guidelines for rainwater recovery systems have been established by the Board and are to be recorded with the Real Property Records.

**PROVIDENCE HOMEOWNERS ASSOCIATION, INC.  
GUIDELINES FOR RAINWATER RECOVERY SYSTEMS**

STATE OF TEXAS  
COUNTY OF DENTON, TX

§  
§  
§

KNOW ALL PERSONS BY THESE PRESENTS:

WHEREAS Providence Homeowners Association, Inc. ("Association") is charged with administering and enforcing those certain covenants, conditions and restrictions contained in the recorded Declarations for the various sections of the community (referred to collectively as "Declarations"); and

WHEREAS chapter 202 of the Texas Property Code was amended effective September 1, 2011, to amend Section 202.007(d) ("Section 202.007") thereto dealing with rain barrels and rainwater harvesting systems (referred to collectively as "Rainwater Recovery Systems"); and

WHEREAS, the Board of Directors ("Board") of the Association has determined that in connection with maintaining the aesthetics and architectural harmony of the community, and to provide clear and definitive guidance regarding the installation and maintenance of Rainwater Recovery Systems therein, it is appropriate for the Association to adopt guidelines regarding Rainwater Recovery Systems.

NOW, THEREFORE, the Board has duly adopted the following *Guidelines for Rainwater Recovery Systems* within the community.

1. Rainwater Recovery Systems may be installed with advance approval of the Architectural Control Committee ("ACC") subject to these guidelines.
  2. All such Systems must be installed on land owned by the property owner. No portion of the System may encroach on adjacent properties or common areas.
  3. Other than gutters and downspouts conventionally attached to a dwelling or appurtenant structure, all components of the Systems, such as tanks, barrels, filters, pumps, motors, pressure tanks, pipes and hoses, must be substantially screened from public view from any street or common area. Screening may be accomplished by:
    - a. placement behind a solid fence, a structure or vegetation; or
    - b. by burying the tanks or barrels; or
    - c. by placing equipment in an outbuilding otherwise approved by the ACC.
  4. A rain barrel may be placed in a location visible from public view from any street or common area only if the configuration of the guttering system on the structure precludes screening as described above with the following restrictions:
    - a. the barrel must not exceed 55 gallons; and
    - b. the barrel must be installed in close proximity to the structure on a level base with the guttering downspout leading directly to the barrel inlet at a substantially vertical angle; and
    - c. the barrel must be fully painted in a single color to blend with the adjacent home or vegetation; and
    - d. any hose attached to the barrel discharge must be neatly coiled and stored behind or beside the rain barrel in the least visible position when not in use.
- 2) Overflow lines from the Systems must not be directed onto or adversely affect adjacent properties or common areas.
- 3) Inlets, ports, vents and other openings must be sealed or protected with mesh to prevent children, animals and debris from entering the barrels, tanks or other storage devices. Open top storage

containers are not allowed, however, where space allows and where appropriate, ponds may be used for water storage.

- 4) Harvested water must be used and not allowed to become stagnant or a threat to health.
- 5) All Systems must be maintained in good repair. Unused Systems should be drained and disconnected from the gutters. Any unused Systems in public view must be removed if they can be seen from any street or common area.

The guidelines are effective upon recordation in the Public Records of Denton County, and supersede any guidelines for rainwater recovery systems which may have previously been in effect. Except as affected by Section 202.007 and/or by these guidelines, all other provisions contained in the Declarations or any other dedicatory instruments of the Association shall remain in full force and effect.

Approved and adopted by the Board on this 26 day of FEBRUARY 2014.

Donald J Fisher  
 Don Fisher  
 President  
 Providence Homeowners Association, Inc.

STATE OF TEXAS                   §  
   §  
 COUNTY OF DENTON, TX       §

Before me, the undersigned authority, on this day personally appeared Donald Fisher, President (title), of Providence Homeowners Association, Inc., a Texas corporation, known to me to be the person and officer whose name is subscribed to the foregoing instrument and acknowledged to me that he/she had executed the same as the act of said corporation for the purpose and consideration therein expressed, and in the capacity therein stated.

Given under my hand and seal of office this 26 day of February, 2014.



[Notarial Seal]

Cody Michael Watson  
 Notary Public, State of Texas  
CODY MICHAEL WATSON  
 Printed Name  
 My commission expires: 06-11-14

**AFTER RECORDING RETURN TO:**  
*FirstService Residential*  
 3102 Oak Lawn Avenue, Suite 202  
 Dallas, Texas 75219

Denton County  
Cynthia Mitchell  
County Clerk  
Denton, TX 76202



70 2014 00017031

Instrument Number: 2014-17031

As

Recorded On: February 27, 2014

Property Owners Assoc Mgmt Cert

Parties: PROVIDENCE HOA INC

To

Billable Pages: 4

Number of Pages: 4

Comment:

( Parties listed above are for Clerks reference only )

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

Property Owners Assoc Mgmt Cer	38.00
Total Recording:	38.00

\*\*\*\*\* DO NOT REMOVE. THIS PAGE IS PART OF THE INSTRUMENT \*\*\*\*\*

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**File Information:**

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FIRST SERVICE RESIDENTIAL  
3102 OAK LAWN AVE STE 202  
DALLAS TX 75219



THE STATE OF TEXAS }  
COUNTY OF DENTON }

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

*C Mitchell*

County Clerk  
Denton County, Texas

**Providence Homeowners Association, Inc.  
3102 Oak Lawn, Suite 202  
Dallas, TX 75219**

**Dedicatory Instruments**

**Guidelines for Display of Certain Religious Items**

**WHEREAS**, Lots in Providence are subject to Declaration of Covenants, Conditions and Restrictions for Providence, recorded as Volume 5105, Pages 02787-02826, Real Property Records, Denton County Texas as amended or supplemented from time to time as:

- Amendments to Declaration of Covenants, Conditions and Restrictions Providence Homeowners Association, Inc., filed as 2011-119593, on December 15, 2011

**The Association wishes to adopt reasonable guidelines for Display of Certain Religious Items; and**

**WHEREAS**, the Board wishes to update and adopt these reasonable guidelines to be in compliance with Section 209.0062 of the Texas Property Code; and

**WHEREAS**, the Board intends to file these guidelines in the real property records of each county in which the subdivision is located, in compliance with Section 209.0062 of the Texas Property Code; and

**NOW, THEREFORE, IT IS RESOLVED** that the attached guidelines for display of certain religious items have been established by the Board and are to be recorded with the Real Property Records.



**PROVIDENCE HOMEOWNERS ASSOCIATION, INC.  
GUIDELINES FOR DISPLAY OF CERTAIN RELIGIOUS ITEMS**

STATE OF TEXAS  
COUNTY OF DENTON, TX

§  
§  
§

KNOW ALL PERSONS BY THESE PRESENTS:

WHEREAS Providence Homeowners Association, Inc. ("Association") is charged with administering and enforcing those certain covenants, conditions and restrictions contained in the recorded Declarations for the various sections of the community (referred to collectively as "Declarations"); and

WHEREAS chapter 202 of the Texas Property Code was amended effective June 17, 2011, to add Section 202.018 ("Section 202.018") thereto dealing with the regulation of display of certain religious items; and


WHEREAS, the Board of Directors ("Board") of the Association has determined that in connection with maintaining the aesthetics and architectural harmony of the community, and to provide clear and definitive guidance regarding the display of certain religious items therein, it is appropriate for the Association to adopt guidelines regarding the display of certain religious items within the community.

NOW, THEREFORE, the Board has duly adopted the following *Guidelines for Display of Certain Religious Items* within the community.

5. A property owner or resident may display or attach one or more religious items to the entry to their dwelling. Such items include anything related to any faith that is motivated by the resident's sincere religious belief or tradition.
6. Individually or in combination with each other, the items at any entry may not exceed 25 square inches total in size.
7. The items may only be displayed on or attached to the entry door or frame and may not extend beyond the outside edge of the door frame.
8. To the extent allowed by the Texas state constitution and the United States constitution, any such displayed or affixed religious items may not:
  - a. threaten public health or safety; or
  - b. violate any law; or
  - c. contain language, graphics or any display that is patently offensive to a passerby.
9. Approval from the Architectural Control Committee ("ACC") is not required for displaying religious items in compliance with these guidelines.
10. As provided by Section 202.018, the Association may remove any items displayed in violation of these guidelines.

The guidelines are effective upon recordation in the Public Records of Denton County, and supersede any guidelines for certain religious items which may have previously been in effect. Except as affected by Section 202.018 and/or by these guidelines, all other provisions contained in the Declarations or any other dedicatory instruments of the Association shall remain in full force and effect.

Approved and adopted by the Board on this 26 day of February 2014.

  
Don Fisher  
President  
Providence Homeowners Association, Inc.



STATE OF TEXAS                   §  
   §  
COUNTY OF DENTON, TX       §

Before me, the undersigned authority, on this day personally appeared DONALD FISHER,  
PRESIDENT (title), of Providence Homeowners Association, Inc., a Texas corporation, known to me to be the  
person and officer whose name is subscribed to the foregoing instrument and acknowledged to me that he/she had  
executed the same as the act of said corporation for the purpose and consideration therein expressed, and in the  
capacity therein stated.

Given under my hand and seal of office this 26 day of February, 2014.



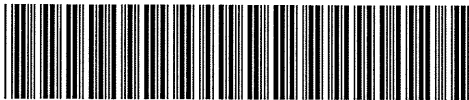
[Notary Seal]

Cody Michael Watson  
Notary Public, State of Texas

CODY MICHAEL WATSON  
Printed Name  
My commission expires: 06-11-14

**AFTER RECORDING RETURN TO:**  
*FirstService Residential*  
3102 Oak Lawn Avenue, Suite 202  
Dallas, Texas 75219

Denton County  
Cynthia Mitchell  
County Clerk  
Denton, Tx 76202



70 2011 00119593

Instrument Number: 2011-119593

As

Recorded On: December 15, 2011

Misc General Fee Doc

Parties: PROVIDENCE HOA

Billable Pages: 5

To

Number of Pages: 5

Comment:

( Parties listed above are for Clerks reference only )

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

Misc General Fee Doc	27.00
<b>Total Recording:</b>	<b>27.00</b>

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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.

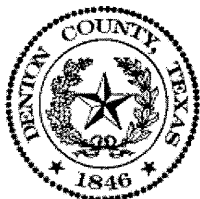
**File Information:**

Document Number: 2011-119593  
Receipt Number: 855438  
Recorded Date/Time: December 15, 2011 10:30:25A

**Record and Return To:**

PREMIER COMMUNITIES MANG  
3102 OAK LAWN AVE STE 202  
DALLAS TX 75219

User / Station: J Morris - Cash Station 1



THE STATE OF TEXAS }  
COUNTY OF DENTON }

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

*C Mitchell*

County Clerk  
Denton County, Texas

**Providence Homeowners Association, Inc.  
3102 Oak Lawn, Suite 202  
Dallas, TX 75219**

**Dedicatory Instruments**

**Guidelines for Display of Flags**

**WHEREAS, Providence Homeowners Association, Inc.** (the “Association”) is an addition in Denton County, Texas. The final plats were recorded in the Real Property Records of Denton County, Texas as; Document No. 048674, Volume 5497, Page 2308. Lots in Providence are subject to the Declaration of Covenants, Conditions & Restrictions for Providence Homeowners Association, recorded as Volume 5105, Pages 02787 – 02826 in the Real Property Records, Denton County, Texas. **The Association wishes to adopt reasonable guidelines for Display of Flags; and**

**WHEREAS,** the Board wishes to update and adopt these reasonable guidelines to be in compliance with Section 209.0062 of the Texas Property Code; and

**WHEREAS,** the Board intends to file these guidelines in the real property records of each county in which the subdivision is located, in compliance with Section 209.0062 of the Texas Property Code; and

**NOW, THEREFORE, IT IS RESOLVED** that the attached guidelines for display of flags have been established by the Board and are to be recorded with the Real Property Records.

***Providence Homeowners Association, INC.***  
**GUIDELINES FOR DISPLAY OF FLAGS**

STATE OF TEXAS  
COUNTY OF Denton

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§  
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KNOW ALL PERSONS BY THESE PRESENTS:

WHEREAS the Providence Homeowners Association, INC. ("Association") is charged with administering and enforcing those certain covenants, conditions and restrictions contained in the recorded Declarations for the various sections of the community (referred to collectively as "Declarations"); and

WHEREAS chapter 202 of the Texas Property Code was amended effective June 17, 2011, to add Section 202.011 ("Section 202.011") thereto regarding the display of flags; and

WHEREAS, the Board of Directors ("Board") of the Association has determined that in connection with maintaining the aesthetics and architectural harmony of the community, and to provide clear and definitive guidance regarding the display of flags therein, it is appropriate for the Association to adopt guidelines regarding the display of flags.

NOW, THEREFORE, the Board has duly adopted the following *Guidelines for Display of Flags* within the community.

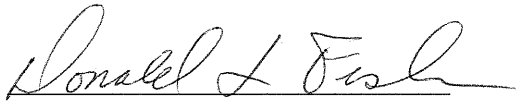
1. These Guidelines apply to the display of ("Permitted Flags"):
  - 1.1. the flag of the United States; and
  - 1.2. the flag of the State of Texas; and
  - 1.3. the official flag of any branch of the United States armed forces.
2. These Guidelines do not apply to any flags other than the Permitted Flags listed in section 1 above including, but not limited to:
  - 2.1. flags for schools, sports teams, businesses or foreign countries; or
  - 2.2. flags with marketing, seasonal, historical, commemorative, nautical, political or religious themes; or
  - 2.3. historical versions of the flags permitted in section 1 above.
3. Permitted Flags may be displayed subject to these guidelines. Advance approval of the Architectural Review Committee ("ARC") is required for any free-standing flagpole associated with the display of Permitted Flags.
4. Permitted Flags must be displayed in a respectful manner in accordance with the current relevant federal, state or military code.
5. Permitted Flags must be displayed from a pole attached to a structure or to a free-standing pole. Permitted Flags may not be draped over or directly attached to structures. For example, a Permitted Flag may not be laid across a fence or stapled to a garage door.
6. Permitted Flags may be up to three foot (3') by five foot (5') in size.

7. Only one Permitted Flag may be displayed on a flagpole attached to a structure. Up to two Permitted Flags may be displayed on an approved free-standing flagpole that is at least fourteen feet (14') tall and up to twenty feet (20') tall.
8. Flagpoles must be constructed of permanent, long-lasting materials with an appropriate finish that is harmonious with the dwelling.
9. A flagpole attached to a structure may be up to six feet (6') long and must be securely attached with a bracket with an angle of 30 to 45 degrees down from vertical. The flagpole must be attached in such a manner as to not damage the structure. One attached flagpole is allowed on any portion of a structure facing a street and one attached flagpole is allowed on the rear or backyard portion of a structure. Brackets which accommodate multiple flagpoles are not allowed.
10. Free-standing flagpoles may be up to twenty feet (20') tall, including any ornamental caps. Free-standing flagpoles must be permanently installed in the ground according to manufacturer's instructions. One free-standing flagpole is allowed in the portion of the property between the main residential structure and any street and one free-standing flagpole is allowed in the rear or backyard portion of a property.
11. Free-standing flagpoles may not be installed in any location described below:
  - 11.1. in any location other than the Owner's property; or
  - 11.2. within a ground utility easement or encroaching into an aerial easement; or
  - 11.3. beyond the side or rear setback lines (for example, on a lot with a 10' side setback line, a flagpole may not be installed closer than 10' from the side property line); or
  - 11.4. beyond half the distance of the front setback line (for example, on a lot with a 30' front setback line, a flagpole may not be installed closer than 15' from the front property line); or
  - 11.5. closer to a dwelling on an adjacent lot than the height of the flagpole (for example, a 20' flagpole cannot be installed closer than 20' from an adjacent house).
12. Lighting may be installed to illuminate Permitted Flags if they are going to be displayed at night and if existing ambient lighting does not provide proper illumination. Flag lighting must:
  - 12.1. be ground mounted in the vicinity of the flag; and
  - 12.2. utilize a fixture that screens the bulb and directs light in the intended direction with minimal spillover; and
  - 12.3. points towards the flag and faces the main structure on the property or to the center of the property if there is no structure; and
  - 12.4. provides illumination not to exceed the equivalent of a 60 watt incandescent bulb.
13. Flagpoles must not generate unreasonable noise levels which would disturb the quiet enjoyment of other residents. Each flagpole owner should take steps to reduce noise levels by using vinyl or plastic snap hooks, installing snap hook covers or securing a loose halyard (rope) around the flagpole with a flagpole clasp.

- 14. Flagpoles are allowed solely for the purpose of displaying Permitted Flags. If a flagpole is no longer used on a daily basis, it must be removed.
- 15. All flags and flagpoles must be maintained in good condition. Deteriorated flags must be removed and promptly replaced. Deteriorated or structurally unsafe flagpoles must be promptly repaired, replaced or removed.

The guidelines are effective upon recordation in the Public Records of Denton County, and supersede any guidelines for display of flags which may have previously been in effect. Except as affected by Section 202.007(d) and/or by these guidelines, all other provisions contained in the Declarations or any other dedicatory instruments of the Association shall remain in full force and effect.

Approved and adopted by the Board on this 27 day of Sept, 2011.

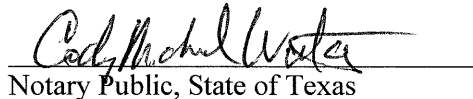
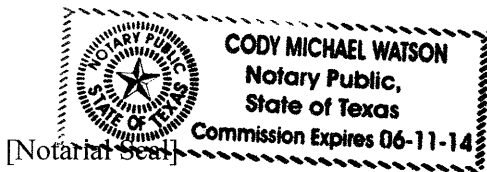


Don Fisher  
President  
Providence Homeowners Association, INC.

STATE OF TEXAS           §  
  §  
COUNTY OF Denton       §

Before me, the undersigned authority, on this day personally appeared Don Fisher, President of Providence Homeowners Association, a Texas corporation, known to me to be the person and officer whose name is subscribed to the foregoing instrument and acknowledged to me that he/she had executed the same as the act of said corporation for the purpose and consideration therein expressed, and in the capacity therein stated.

Given under my hand and seal of office this 27 day of Sept, 2011.



Notary Public, State of Texas

Cody Michael Watson  
Printed Name

My commission expires: 06-11-14

*AFTER RECORDING RETURN TO:*  
*Premier Communities*  
*3102 Oak Lawn Avenue, Suite 202*  
*Dallas, Texas 75219*



Denton County  
Cynthia Mitchell  
County Clerk  
Denton, Tx 76202



70 2011 00119594

Instrument Number: 2011-119594

As

Recorded On: December 15, 2011

Misc General Fee Doc

Parties: PROVIDENCE HOA

To

Billable Pages: 5

Number of Pages: 5

Comment:

( Parties listed above are for Clerks reference only )

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

Misc General Fee Doc	27.00
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**File Information:**

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Receipt Number: 855438  
Recorded Date/Time: December 15, 2011 10:30:25A  
  
User / Station: J Morris - Cash Station 1

**Record and Return To:**

PREMIER COMMUNITIES MANG  
3102 OAK LAWN AVE STE 202  
DALLAS TX 75219



THE STATE OF TEXAS }  
COUNTY OF DENTON }

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

*C Mitchell*

County Clerk  
Denton County, Texas

**Providence Homeowners Association, Inc.  
3102 Oak Lawn, Suite 202  
Dallas, TX 75219**

**Dedicatory Instruments**

**Guidelines for Solar Energy Devices**

**WHEREAS, Providence Homeowners Association, Inc.** (the “Association”) is an addition in Denton County, Texas. The final plats were recorded in the Real Property Records of Denton County, Texas as; Document No. 048674, Volume 5497, Page 2308. Lots in Providence are subject to the Declaration of Covenants, Conditions & Restrictions for Providence Homeowners Association, recorded as Volume 5105, Pages 02787 – 02826 in the Real Property Records, Denton County, Texas. **The Association wishes to adopt reasonable guidelines for Solar Energy Devices; and**

**WHEREAS,** the Board wishes to update and adopt these reasonable guidelines to be in compliance with Section 209.0062 of the Texas Property Code; and

**WHEREAS,** the Board intends to file these guidelines in the real property records of each county in which the subdivision is located, in compliance with Section 209.0062 of the Texas Property Code; and

**NOW, THEREFORE, IT IS RESOLVED** that the attached guidelines for solar energy devices have been established by the Board and are to be recorded with the Real Property Records.

***Providence Homeowners Association, INC.***  
**GUIDELINES FOR SOLAR ENERGY DEVICES**

STATE OF TEXAS  
COUNTY OF Denton

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KNOW ALL PERSONS BY THESE PRESENTS:

WHEREAS the *Providence Homeowners Association* (“Association”) is charged with administering and enforcing those certain covenants, conditions and restrictions contained in the recorded Declarations for the various sections of the community (referred to collectively as “Declarations”); and

WHEREAS chapter 202 of the Texas Property Code was amended effective June 17, 2011, to add Section 202.010 (“Section 202.010”) thereto dealing with the regulation of solar energy devices; and

WHEREAS, the Board of Directors (“Board”) of the Association has determined that in connection with maintaining the aesthetics and architectural harmony of the community, and to provide clear and definitive guidance regarding solar energy devices therein, it is appropriate for the Association to adopt guidelines regarding solar energy devices within the community.

NOW, THEREFORE, the Board has duly adopted the following *Guidelines for Solar Energy Devices* within the community.

1. These guidelines apply to solar energy devices (“Devices”) as defined in Section 171.107(a) of the Texas Tax Code. 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. Such Devices may be installed with advance approval of the Architectural Review Committee (“ARC”) subject to these guidelines.
3. Any such Device must be installed on land or structures owned by the property owner. No portion of the Device may encroach on adjacent properties or common areas.
4. Such Devices may only be installed in the following locations:
  - a. on the roof of the main residential dwelling; or
  - b. on the roof of any other approved structure; or
  - c. within a fenced yard or patio.
5. For Devices mounted on a roof, the Device must:
  - a. have no portion of the Device higher than the roof section to which it is attached; and
  - b. have no portion of the Device extend beyond the perimeter boundary of the roof section to which it is attached; and
  - c. conform to the slope of the roof; and

Providence Homeowners Association, INC.

Guidelines for Solar Energy Devices

Page 2 of 3

- d. be aligned so that the top edge of the Device is parallel to the roof ridge line for the roof section to which it is attached; and
  - e. have a frame, brackets, and visible piping or wiring that is a color that matches the roof shingles or a silver, bronze or black tone commonly available in the marketplace; and
  - f. be located in a position on the roof which is least visible from any street or common area which does not reduce estimated annual energy production more than ten percent (10%), as determined by a publically available modeling tool provided by the National Renewable Energy Laboratory ([www.nrel.gov](http://www.nrel.gov)) or equivalent entity over alternative roof locations.
6. For Devices located in a fenced yard or patio, no portion of the Device may extend above the fence. If the fence is not a solid fence which blocks view of the Device, the ACC may require the Device be placed in a location behind a structure or otherwise require visual screening. The ACC may consider installation of Devices on properties without a fenced yard if there is adequate screening from public view from any street or common area.
7. All Devices must be installed in compliance with manufacturer's instruction and in a manner which does not void material warranties. Licensed craftsmen must be used where required by law. Permits must be obtained where required by law.
8. Installed Devices may not:
  - a. threaten public health or safety; or
  - b. violate any law; or
  - c. substantially interfere with the use and enjoyment of land by causing unreasonable discomfort or annoyance to any adjoining property owner of ordinary sensibilities.
9. All Devices must be maintained in good repair. Unused or inoperable Devices must be removed if they can be seen from any street or common area.

The guidelines are effective upon recordation in the Public Records of Denton County, and supersede any guidelines for solar energy devices which may have previously been in effect. Except as affected by Section 202.010 and/or by these guidelines, all other provisions contained in the Declarations or any other dedicatory instruments of the Association shall remain in full force and effect.

Approved and adopted by the Board on this 27 day of Sept 2011.

Donald J Fisher

Don Fisher  
President  
Providence Homeowners Association, INC.

STATE OF TEXAS                   §  
   §  
COUNTY OF Denton           §

Before me, the undersigned authority, on this day personally appeared Don Fisher, President of Providence Homeowners Association, a Texas corporation, known to me to be the person and officer whose name is subscribed to the foregoing instrument and acknowledged to me that he/she had executed the same as the act of said corporation for the purpose and consideration therein expressed, and in the capacity therein stated.

Given under my hand and seal of office this 27 day of September, 2011.



Cody Michael Watson  
Notary Public, State of Texas

Cody Michael Watson  
Printed Name

My commission expires: 06-11-14

*AFTER RECORDING RETURN TO:*  
*Premier Communities*  
*3102 Oak Lawn Avenue, Suite 202*  
*Dallas, Texas 75219*



70 2011 00119596

Denton County  
Cynthia Mitchell  
County Clerk  
Denton, Tx 76202

Instrument Number: 2011-119596

As

Recorded On: December 15, 2011

Misc General Fee Doc

Parties: PROVIDENCE HOA

To

Billable Pages: 5

Number of Pages: 5

Comment:

( Parties listed above are for Clerks reference only )

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

Misc General Fee Doc	27.00
<b>Total Recording:</b>	<b>27.00</b>

\*\*\*\*\* DO NOT REMOVE. THIS PAGE IS PART OF THE INSTRUMENT \*\*\*\*\*

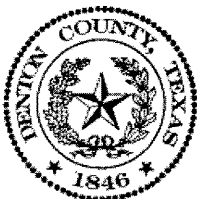
Any provision herein which restricts the Sale, Rental or use of the described REAL PROPERTY because of color or race is invalid and unenforceable under federal law.

**File Information:**

Document Number: 2011-119596  
 Receipt Number: 855438  
 Recorded Date/Time: December 15, 2011 10:30:25A  
 User / Station: J Morris - Cash Station 1

**Record and Return To:**

PREMIER COMMUNITIES MANG  
 3102 OAK LAWN AVE STE 202  
 DALLAS TX 75219



THE STATE OF TEXAS }  
COUNTY OF DENTON }

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

*C Mitchell*

County Clerk  
Denton County, Texas



**Providence Homeowners Association, Inc.  
3102 Oak Lawn, Suite 202  
Dallas, TX 75219**

**Dedictory Instruments**

**Collection Policy**

**WHEREAS, Providence Homeowners Association, Inc.** (the “Association”) is an addition in Denton County, Texas. The final plats were recorded in the Real Property Records of Denton County, Texas as; Document No. 048674, Volume 5497, Page 2308. Lots in Providence are subject to the Declaration of Covenants, Conditions & Restrictions for Providence Homeowners Association, recorded as Volume 5105, Pages 02787 – 02826 in the Real Property Records, Denton County, Texas. **The Association wishes to adopt reasonable guidelines to establish a collection policy for the Association for delinquent regular or special assessments or any other amount owed to the Association; and**

**WHEREAS,** the Board wishes to update and adopt these reasonable guidelines to be in compliance with Section 209.0062 of the Texas Property Code; and

**WHEREAS,** the Board intends to file these guidelines in the real property records of each county in which the subdivision is located, in compliance with Section 209.0062 of the Texas Property Code; and

**NOW, THEREFORE, IT IS RESOLVED** that the attached collection policy has been established by the Board and is to be recorded with the Real Property Records.



a FirstService Residential company

Creating the most desirable residential communities in which to live.

*Providence Homeowners Association, INC.*

809 Oakcrest

Providence Village, TX 76227

**Providence Homeowners Association, Inc. COLLECTION POLICY**

**Providence Homeowners Association, Inc. collection process includes the following steps *unless authorized exceptions to this process are communicated in writing from the Board of Directors through the Association Manager.***

Notice	Description	Fees
1 <sup>st</sup> Friendly Notice	<ul style="list-style-type: none"> <li>• Issued by the billing department after the Association’s late date as a statement showing the total amount due. The late date is the last day of the month that the assessment is charged.</li> <li>• Only issued to owners <u>with a balance of \$10 or more.</u> <ul style="list-style-type: none"> <li>○ Late/interest fees may vary based on governing documents.</li> <li>○ Interest is not calculated on balances under \$2.</li> <li>○ Late date may vary based on governing documents.</li> </ul> </li> </ul>	15% per annum + \$8.00 processing fee
2 <sup>nd</sup> Formal Notice	<ul style="list-style-type: none"> <li>• Issued by the billing department as a late letter (typically 30 days after the Friendly Notice).</li> <li>• Includes the Fair Debt Collections verbiage and allows the account holder 30 days from receipt of notice to address the delinquent account.               <ul style="list-style-type: none"> <li>○ Per the Texas Property Code, these notices must be mailed certified (also mailed first class) and include language regarding restricted access to amenities and the right to cure.</li> </ul> </li> <li>• Only issued to owners <u>with a balance of \$50 or more.</u> <ul style="list-style-type: none"> <li>○ A second late statement may be sent to owners in lieu of or in addition to the second notice, but the processing fees and collateral costs (print, envelopes, postage, etc.) still apply to each review and mailing.</li> </ul> </li> </ul>	\$18.00 processing fee
Demand Letter	<ul style="list-style-type: none"> <li>○ This is a second 30-day collection notice (similar to the 2<sup>nd</sup> Formal Notice); sent via certified mail.</li> <li>○ The billing department will automatically proceed with referring an account for demand <b><i>unless the Manager or Board of Directors stipulates otherwise.</i></b></li> <li>○ Association collection policies may require demand letter processing through an attorney’s office.</li> <li>○ <b><i>NOTE:</i></b> For Associations under developer control, builder referral for advanced collection action requires approval from the divisional Director in addition to the Manager.</li> </ul>	\$35.00 request for demand + collection agency/attorney fees ( <i>fees vary by office/agency</i> )
Lien	<ul style="list-style-type: none"> <li>• If an account is referred directly to an attorney’s office, the billing department will automatically proceed with an Authorization to Lien <b><i>unless the Manager or Board of Directors stipulates otherwise.</i></b></li> </ul>	\$20.00 request for lien + collection agency/attorney fees

Loyalty • Integrity • Respect • Fun

Premier Communities Management Company  
 3102 Oak Lawn Avenue  
 Suite 202  
 Dallas, TX 75219



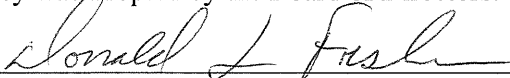
Teamwork • Work Ethic • Positive Attitude

Office: 214.871.9700  
 Toll Free: 866.424.8072  
 Fax: 214.889.9980  
[www.premiercommunities.net](http://www.premiercommunities.net)

Creating the most desirable residential communities in which to live.

	<ul style="list-style-type: none"> <li>• If an account is referred to a collection agency (e.g., Red Rock), the account is automatically processed for a lien subsequent to the 30-day timeline referenced in the demand letter.</li> <li>• The lien is filed with the county clerk where the property is located and is a legal record that a debt is owed and is secured against the property in question.</li> <li>• Processing and filing a lien with the county clerk can take up to 30 (thirty) days.</li> </ul>	<p><i>(fees vary by office/agency and county)</i></p>
Foreclosure	<ul style="list-style-type: none"> <li>• <b>Authorization for Foreclosure must be Board-approved in writing.</b> <ul style="list-style-type: none"> <li>○ The approval should be in the form of Board-approved meeting minutes or a signature on an approved form.</li> <li>○ The collection agency or attorney's office requires the Board to sign an Assignment of Substitute Trustee (AST) that allows the chosen representative to post and settle a foreclosure on behalf of the Board.</li> </ul> </li> <li>• Processing an account for foreclosure can take up to ninety (90) days</li> <li>• A homeowner has a six-month (180 day) period to redeem property that has been foreclosed by paying the amount owed in full, including all dues, legal, and collection fees; a condominium owner has a three month (90-day) right of redemption.             <ul style="list-style-type: none"> <li>○ If the property is not redeemed, the next step is Authorization to Sell or Authorization to Evict.</li> <li>○ The Association can proceed with Authorization to Evict once the property has been foreclosed.</li> </ul> </li> <li>• <b>NOTE 1:</b> The Association lien is subordinate to the first lien holder (mortgage company). If the mortgage company forecloses on the property, the Association lien is relinquished and the amount owed is written off to unrecovered assessments. The mortgage company is responsible for all dues and fees incurred after the date of foreclosure, as they are the new legal owners of the property.</li> <li>• <b>NOTE 2:</b> There are two types of foreclosure available to Associations, judicial and expedited non-judicial. The governing documents for each community will specify which methods of foreclosure are available to the Association.             <ul style="list-style-type: none"> <li>○ Expedited non-judicial foreclosure is a new requirement for Associations that do not require judicial foreclosure per HB 1228 effective 1/1/2012.</li> </ul> </li> </ul>	<p>\$20.00 request for foreclosure + collection agency/attorney fees <i>(fees vary by office and county)</i></p>

This is to certify that the foregoing Collection Policy was adopted by the Board of Directors.



Name: Donald L Fisher

Title: President

Date: 9/27/11



a FirstService Residential company

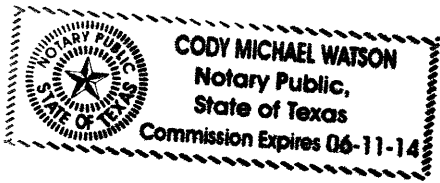
Creating the most desirable residential communities in which to live.

STATE OF TEXAS

§  
§  
§

COUNTY OF Denton

This instrument was acknowledged before me on the 27 day of Sept, 2011, by Don Fisher, President of Providence Homeowners Association, a Texas non-profit corporation, on behalf of said corporation.



Cody Michael Watson  
Notary Public, State of Texas

AFTER RECORDING RETURN TO:

*Premier Communities Management  
3102 Oak Lawn Avenue, Suite 202  
Dallas, TX 75219*

Denton County  
Cynthia Mitchell  
County Clerk  
Denton, Tx 76202



Instrument Number: 2011-119591

As

Recorded On: December 15, 2011

Misc General Fee Doc

Parties: PROVIDENCE HOA

Billable Pages: 4

To

Number of Pages: 4

Comment:

( Parties listed above are for Clerks reference only )

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

Misc General Fee Doc	23.00
<b>Total Recording:</b>	<b>23.00</b>

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**File Information:**

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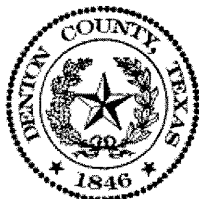
Receipt Number: 855438

Recorded Date/Time: December 15, 2011 10:30:25A

User / Station: J Morris - Cash Station 1

**Record and Return To:**

PREMIER COMMUNITIES MANG  
3102 OAK LAWN AVE STE 202  
DALLAS TX 75219



THE STATE OF TEXAS }  
COUNTY OF DENTON }

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

*C Mitchell*

County Clerk  
Denton County, Texas

**Providence Homeowners Association, Inc.  
3102 Oak Lawn, Suite 202  
Dallas, TX 75219**

**Dedicatory Instruments**

**Alternative Payment Schedule Guidelines for Certain Assessments**

**WHEREAS, Providence Homeowners Association, Inc. (the “Association”) is an addition in Denton County, Texas. The final plats were recorded in the Real Property Records of Denton County, Texas as; Document No. 048674, Volume 5497, Page 2308. Lots in Providence are subject to the Declaration of Covenants, Conditions & Restrictions for Providence Homeowners Association, recorded as Volume 5105, Pages 02787 – 02826 in the Real Property Records, Denton County, Texas. The Association wishes to adopt reasonable guidelines to establish an alternative payment schedule by which an owner may make partial payments to the Association for delinquent regular or special assessments or any other amount owed to the Association; and**

**WHEREAS, the Board wishes to update and adopt these reasonable guidelines to be in compliance with Section 209.0062 of the Texas Property Code; and**

**WHEREAS, the Board intends to file these guidelines in the real property records of each county in which the subdivision is located, in compliance with Section 209.0062 of the Texas Property Code; and**

**NOW, THEREFORE, IT IS RESOLVED** that the attached guidelines have been established by the Board and are to be recorded with the Real Property Records.



*Providence Homeowners Association, INC.*  
809 Oakcrest  
Providence Village, TX 76227

**Alternative Payment Schedule Guidelines for Certain Assessments**

**WHEREAS**, the Board of Directors (the “Board”) of *Providence Homeowners Association, INC.* (the “Association”) wishes to adopt reasonable guidelines to establish an alternative payment schedule by which an owner may make partial payments to the Association for delinquent regular or special assessments or any other amount owed to the Association; and

**WHEREAS**, the Board wishes to adopt these reasonable guidelines in compliance with Section 209.0062 of the Texas Property Code; and

**WHEREAS**, the Board intends to file these guidelines in the real property records of each county in which the subdivision is located, in compliance with Section 209.0062 of the Texas Property Code; and

**NOW, THEREFORE, IT IS RESOLVED** that the following guidelines are established by the Board:

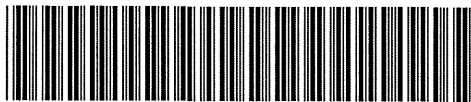
1. Upon the request of a delinquent owner, the Association shall enter into an alternative payment schedule with such owner, subject to the following guidelines:
  - a. An Alternative Payment Schedule is only available to owners who have delinquent regular assessments, special assessments or any other amount owed to the association.
  - b. An Alternative Payment Schedule will not be made available, except in the sole discretion of the Board, to owners who have failed to honor the terms of a previous Alternative Payment Schedule during the two years following the owner’s default of such Alternative Payment Schedule.
  - c. During the course of an Alternative Payment Schedule, additional monetary penalties, other than reasonable costs associated with administering the Alternative Payment Schedule and interest, shall not be charged against an owner.
  - d. The minimum term for an Alternative Payment Schedule is three months from the date of the owner’s request for an Alternative Payment Schedule. The maximum term for an Alternative Payment Schedule is eighteen months from the date of the owner’s request for an Alternative Payment Schedule.
  - e. All other terms of an Alternative Payment Schedule are at the discretion of the Board of Directors.

This is to certify that the foregoing Alternative Payment Schedule Guidelines for Certain

Alternate Payments Schedule Policy



Denton County  
Cynthia Mitchell  
County Clerk  
Denton, Tx 76202



70 2011 00119595

Instrument Number: 2011-119595

As

Recorded On: December 15, 2011

Misc General Fee Doc

Parties: PROVIDENCE HOA

To

Billable Pages: 4

Number of Pages: 4

Comment:

( Parties listed above are for Clerks reference only )

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Misc General Fee Doc	23.00
Total Recording:	23.00

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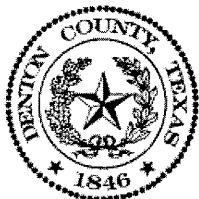
File Information:

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PREMIER COMMUNITIES MANG  
3102 OAK LAWN AVE STE 202  
DALLAS TX 75219

User / Station: J Morris - Cash Station 1



THE STATE OF TEXAS }  
COUNTY OF DENTON }

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*C Mitchell*

County Clerk  
Denton County, Texas

**Providence Homeowners Association, Inc.  
3102 Oak Lawn, Suite 202  
Dallas, TX 75219**

**Dedicatory Instruments**

**Policy for Priority of Payments**

**WHEREAS, Providence Homeowners Association, Inc. (the “Association”) is an addition in Denton County, Texas. The final plats were recorded in the Real Property Records of Denton County, Texas as; Document No. 048674, Volume 5497, Page 2308. Lots in Providence are subject to the Declaration of Covenants, Conditions & Restrictions for Providence Homeowners Association, recorded as Volume 5105, Pages 02787 – 02826 in the Real Property Records, Denton County, Texas. The Association wishes to adopt reasonable guidelines for priority of payments for the Association for delinquent regular or special assessments or any other amount owed to the Association; and**

**WHEREAS, the Board wishes to update and adopt these reasonable guidelines to be in compliance with Section 209.0062 of the Texas Property Code; and**

**WHEREAS, the Board intends to file these guidelines in the real property records of each county in which the subdivision is located, in compliance with Section 209.0062 of the Texas Property Code; and**

**NOW, THEREFORE, IT IS RESOLVED that the attached priority of payment policy has been established by the Board and is to be recorded with the Real Property Records.**

*Providence Homeowners Association, INC.*  
809 Oakcrest  
Providence Village, TX 76227

**Policy for Priority of Payments**

**WHEREAS**, the Board of Directors (the “Board”) of *Providence Homeowners Association, INC.* (the “Association”) wishes to establish a Policy for Priority of Payments which shall govern the method in which payments received by the Association from owners are applied; and

**WHEREAS**, the Board wishes to adopt this policy in compliance with Section 209.0063 of the Texas Property Code; and

**WHEREAS**, the Board intends to file this policy in the real property records of each county in which the subdivision is located, in compliance with Sections 209.0063 and 202.006 of the Texas Property Code; and

**NOW, THEREFORE, IT IS RESOLVED** that the following Policy for Priority of Payments is established by the Board:

- A. Except as provided by Section (B), a payment received by the Association from an owner shall be applied to the owner’s debt in the following order of priority:
  1. any delinquent assessment;
  2. any current assessment;
  3. any attorney’s fees or third party collection costs incurred by the Association associated solely with assessments or any other charge that could provide the basis for foreclosure;
  4. any attorney’s fees incurred by the association that are not subject to Subsection (3) above;
  5. any fines assessed by the Association;
  6. any other amount owed to the Association.
  
- B. If, at the time the Association receives a payment from an owner and the owner is in default under an Alternative Payment Schedule entered into with the Association, the Association is not required to apply the payment in the order of priority outlined in Section (A), in accordance with Section 209.0063 of the Texas Property Code. Instead, in the event that an owner is in default under an Alternative Payment Schedule at the time the Association receives a payment from the property owner, then the payment received by the Association from an owner shall be applied to the owner’s debt in the following order of priority:





Denton County  
Cynthia Mitchell  
County Clerk  
Denton, Tx 76202



70 2011 00119597

Instrument Number: 2011-119597

As

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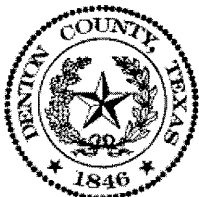
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THE STATE OF TEXAS }  
COUNTY OF DENTON }

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*C Mitchell*

County Clerk  
Denton County, Texas

**Providence Homeowners Association, Inc.  
3102 Oak Lawn, Suite 202  
Dallas, TX 75219**

**Dedicatory Instruments**

**Policy for Records Production and Copying**

**WHEREAS, Providence Homeowners Association, Inc. (the "Association") is an addition in Denton County, Texas. The final plats were recorded in the Real Property Records of Denton County, Texas as; Document No. 048674, Volume 5497, Page 2308. Lots in Providence are subject to the Declaration of Covenants, Conditions & Restrictions for Providence Homeowners Association, recorded as Volume 5105, Pages 02787 – 02826 in the Real Property Records, Denton County, Texas. The Association wishes to adopt reasonable guidelines for records production and copying for the Association; and**

**WHEREAS, the Board wishes to update and adopt these reasonable guidelines to be in compliance with Section 209.0062 of the Texas Property Code; and**

**WHEREAS, the Board intends to file these guidelines in the real property records of each county in which the subdivision is located, in compliance with Section 209.0062 of the Texas Property Code; and**

**NOW, THEREFORE, IT IS RESOLVED that the attached records production and copying policy has been established by the Board and is to be recorded with the Real Property Records.**

*Providence Homeowners Association, INC.*  
809 Oakcrest  
Providence Village, TX 76227

**Records Production and Copying Policy**

**WHEREAS**, the Board of Directors (the “Board”) of *Providence Homeowners Association, INC.* (the “Association”) wishes to establish a Records Production and Copying Policy which shall govern the costs the Association will charge for the compilation, production, and reproduction of information requested under Section 209.005 of the Texas Property Code; and

**WHEREAS**, the Board wishes to adopt this policy in compliance with Section 209.005 of the Texas Property Code; and

**WHEREAS**, the Board intends to file this policy in the real property records of each county in which the subdivision is located, in compliance with Sections 209.005 and 202.006 of the Texas Property Code; and

**NOW, THEREFORE, IT IS RESOLVED** that the following Records Production and Copying Policy is established by the Board:

- A. An owner is responsible for costs related to the compilation, production, and reproduction of the books and records of the Association. Costs shall be the same as all costs under 1 T.A.C. Section 70.3, the pertinent part of which is reproduced in italics below, and are subject to increase in the event 1 T.A.C. Section 70.3 is amended:

*1. Copy charge.*

*(A) 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.*

*(B) 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:*

- *Diskette--\$1.00;*
- *Magnetic tape--actual cost;*
- *Data cartridge--actual cost;*
- *Tape cartridge--actual cost;*
- *Rewritable CD (CD-RW)--\$1.00;*
- *Non-rewritable CD (CD-R)--\$1.00;*
- *Digital video disc (DVD)--\$3.00;*

- *JAZ drive--actual cost;*
- *Other electronic media--actual cost;*
- *VHS video cassette--\$2.50;*
- *Audio cassette--\$1.00;*
- *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;*
- *Specialty paper (e.g.: Mylar, blueprint, blueline, map, photographic--actual cost.*

2. *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.*

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

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

*(C) 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.*

3. *Labor charge for locating, compiling, manipulating data, and reproducing public information.*

*(A) 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.*

*(B) 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:*

- (i) Two or more separate buildings that are not physically connected with each other; or*
- (ii) A remote storage facility.*

*(C) 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:*

*(i) 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*

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

*(D) 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).*

*(E) 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).*

*(F) 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.*

#### *4. Overhead charge.*

*(A) 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.*

*(B) 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).*

*(C) 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,  $\$15.00 \times .20 = \$3.00$ ; or Programming labor charge,  $\$28.50 \times .20 = \$5.70$ . 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:  $\$15.00 + \$28.50 = \$43.50 \times .20 = \$8.70$ .*

5. *Microfiche and microfilm charge.*

*(A) 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.*

*(B) 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.*

6. *Remote document retrieval charge.*

*(A) 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.*

*(B) 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.*

#### *7. Computer resource charge.*

*(A) 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.*

*(B) 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.*

*(C) 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.*

*(D) 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  $\$10 / 60 \times 20 = \$3.33$ .*

*(E) 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.*

- 8. 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.*
- 9. 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.*
- 10. 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).*
- 11. 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.*

- B. Any requesting owner must provide advance payment of the costs of compilation, production, and reproduction for the requested information, as estimated by the Association. If the estimated costs are lesser or greater than the actual costs, the Association shall submit a final invoice to the owner on or before the 30<sup>th</sup> business day after the date the information is delivered. If the final invoice includes additional amounts due from the owner, the additional amounts, if not reimbursed to the Association before the 30<sup>th</sup> 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 exceed the final invoice amount, the owner is entitled to a refund, and the refund shall be issued to the owner not later than the 30<sup>th</sup> business day after the date the invoice is sent to the owner.

This policy shall supersede and render null and void any previously adopted policy to the extent that the terms of such policy are contradictory.





Denton County  
Cynthia Mitchell  
County Clerk  
Denton, Tx 76202



Instrument Number: 2011-119592

As

Recorded On: December 15, 2011

Misc General Fee Doc

Parties: PROVIDENCE HOA

Billable Pages: 4

To

Number of Pages: 4

Comment:

( Parties listed above are for Clerks reference only )

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

Misc General Fee Doc	23.00
<b>Total Recording:</b>	<b>23.00</b>

\*\*\*\*\* 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.

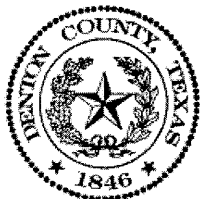
**File Information:**

Document Number: 2011-119592  
Receipt Number: 855438  
Recorded Date/Time: December 15, 2011 10:30:25A

**Record and Return To:**

PREMIER COMMUNITIES MANG  
3102 OAK LAWN AVE STE 202  
DALLAS TX 75219

User / Station: J Morris - Cash Station 1



THE STATE OF TEXAS }  
COUNTY OF DENTON }

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

*C Mitchell*

County Clerk  
Denton County, Texas

**Providence Homeowners Association, Inc.  
3102 Oak Lawn, Suite 202  
Dallas, TX 75219**

**Dedicatory Instruments**

**Policy for Document Retention**

**WHEREAS, Providence Homeowners Association, Inc.** (the “Association”) is an addition in Denton County, Texas. The final plats were recorded in the Real Property Records of Denton County, Texas as; Document No. 048674, Volume 5497, Page 2308. Lots in Providence are subject to the Declaration of Covenants, Conditions & Restrictions for Providence Homeowners Association, recorded as Volume 5105, Pages 02787 – 02826 in the Real Property Records, Denton County, Texas. **The Association wishes to adopt reasonable guidelines for document retention for the Association; and**

**WHEREAS,** the Board wishes to update and adopt these reasonable guidelines to be in compliance with Section 209.0062 of the Texas Property Code; and

**WHEREAS,** the Board intends to file these guidelines in the real property records of each county in which the subdivision is located, in compliance with Section 209.0062 of the Texas Property Code; and

**NOW, THEREFORE, IT IS RESOLVED** that the attached document retention policy has been established by the Board and is to be recorded with the Real Property Records.

*Providence Homeowners Association, INC.*  
809 Oakcrest  
Providence, TX 76227

**Document Retention Policy**

**WHEREAS**, the Board of Directors (the “Board”) of *Providence Homeowners Association, INC.* (the “Association”) wishes to adopt a Document Retention Policy in order to be compliant with Section 209.005(m) of the Texas Property Code; and

**WHEREAS**, the Board intends to file this policy in the real property records of each county in which the subdivision is located, in compliance with Sections 209.005 and 202.006 of the Texas Property Code; and

**NOW, THEREFORE, IT IS RESOLVED** that the following Document Retention Policy is established by the Board:

1. Certificates of formation, bylaws, restrictive covenants, and all amendments to the certificates of formation, bylaws, and covenants shall be retained permanently.
2. Financial books and records shall be retained for seven years.
3. Account records of current owners shall be retained for five years.
4. Contracts with a term of one year or more shall be retained for four years after the expiration of the contract term.
5. Minutes of meetings of the owners and the board shall be retained for seven years.
6. Tax returns and audit records shall be retained for seven years.

This policy shall supersede and render null and void any previously adopted policy to the extent that the terms of such policy are contradictory.

[signature page to follow]

This is to certify that the foregoing Document Retention Policy was adopted by the Board of Directors, in accordance with Section 209.005 of the Texas Property Code.

Donald L Fisher

Name: Donald L Fisher

Title: PRESIDENT

Date: 9/27/11

STATE OF TEXAS

§  
§  
§

COUNTY OF Denton

This instrument was acknowledged before me on the 27 day of Nov, 2011, by Don Fisher, President of Providence HomeOwners Association, a Texas non-profit corporation, on behalf of said corporation.



Cody Michael Watson  
Notary Public, State of Texas

AFTER RECORDING RETURN TO:

*Premier Communities Management  
3102 Oak Lawn Avenue, Suite 202  
Dallas, TX 75219*

RESOLUTION OF THE BOARD OF DIRECTORS  
OF PROVIDENCE HOMEOWNERS ASSOCIATION, INC.  
BY UNANIMOUS WRITTEN CONSENTS

To Adopt Semi-Annual Regular Assessments

I. RECITALS

- A. This Resolution is in response to the high number of delinquent accounts associated with the quarterly installment Resolution adopted in October of 2010.
- B. Section 10.7 of the Declaration authorizes the board to elect the frequency of installments on the regular assessment.
- C. According to Exhibit B, Section 3.6(g) of the Association's Bylaws, an action of the Board may be made without a meeting with the prior written consent of at least a majority of directors.
- D. Section 3.6(g) of the Association's Bylaws requires the unanimous written consents of directors for a decision by the Board to be made without a meeting.

II. RESOLUTION

1. Beginning with the annual regular assessment due on April 1, 2012, owners will no longer have the option to pay on a quarterly basis. Quarterly payments will still be accepted on October 1, 2011 and January 1, 2012. However, beginning April 1, 2012, owners will begin paying annual assessments in a semi-annual fashion with the due dates being April 1 and October 1 of each year moving forward.
2. The choice of paying annually or semi-annually is made by the owner. The Association provides no incentive or dis-incentive for the use of one payment option over another.
3. Regardless of the payment option, an installment is subject to late fee and penalties if the Association does not receive full payment by the last day of the month in which the installment is due.
4. By September 1, 2011, the Association's manager will send owners two payment coupons for October 1, 2011 and January 1, 2011. By March 1, 2012 and October 1, 2012, the Association's manager will send owners a current statement and billing of semi-annual assessments.

  
\_\_\_\_\_

Don Fisher, President

8/30/11  
\_\_\_\_\_

Date

  
\_\_\_\_\_

Bruce Dudley, Vice President

8/30/11  
\_\_\_\_\_

Date

Lawrence Griffin  
Lawrence Griffin, Treasurer

8-30-2011  
Date

\_\_\_\_\_  
Justin Lambert, Secretary

\_\_\_\_\_  
Date

Cindy Harris  
Cindy Harris, Member at Large

8/30/11  
Date

**RESOLUTION OF THE BOARD OF DIRECTORS  
OF PROVIDENCE HOMEOWNERS ASSOCIATION, INC.  
BY UNANIMOUS WRITTEN CONSENTS**

**To Adopt Quarterly Installments of Annual Regular Assessments**

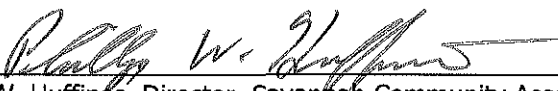
**I. RECITALS**

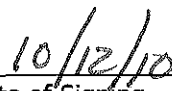
- A. This Resolution responds to requests by homeowners for a larger number of smaller installments to pay the annual regular assessment.
- B. Section 10.7 of the Declaration authorizes the Board to elect the frequency of installments on the regular assessment.
- C. According to Exhibit B, Section 3.6(g) of the Association's Bylaws, an action of the Board may be made without a meeting with the prior written consent of at least a majority of directors.
- D. Section 3.6(g) of the Association's Bylaws requires the unanimous written consents of directors for a decision by the Board to be made without a meeting.
- E. This Resolution has the same effect as if the Resolution had been adopted on August 19, 2010, at a formal meeting of the Board at which a quorum is present. This Resolution may be signed in multiple counterparts.

**II. RESOLUTION**


1. Beginning with the annual regular assessment due on October 1, 2010, owners will have a third option for making payments. In addition to the single annual payment due on or before October 1, 2010, and the semi-annual payments due on or before October 1, 2010, and April 1, 2011, owners may pay the annual regular assessment in 4 even installments due on October 1, 2010, January 1, 2011, April 1, 2011, and July 1, 2011.
2. The choice of paying annually, semi-annually, or quarterly is made by the owner. The Association provides no incentive or dis-incentive for the use of one payment option over another.
3. Regardless of the payment option, an installment is subject to late fees and penalties if the Association does not receive full payment by the last day of the month in which the installment is due.
4. By September 1, 2010, the Association's manager will send owners an explanatory letter with quarterly pre-printed payment coupons. Whether paying annually, semi-annually, or quarterly, an owner will use the pre-printed coupons designed for quarterly payments.

By signing below, each director certifies that on August 19, 2010, without a meeting, he consented by email to the decision to Adopt Quarterly Installments of Annual Regular Assessments, as described above.

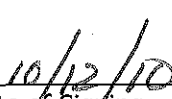
  
\_\_\_\_\_  
Phillip W. Huffines, Director, Savannah Community Association

  
\_\_\_\_\_  
Date of Signing

  
\_\_\_\_\_  
Donald B. Huffines, Director, Savannah Community Association

  
\_\_\_\_\_  
Date of Signing

  
\_\_\_\_\_  
Elvio P. Bruni, Director, Savannah Community Association

  
\_\_\_\_\_  
Date of Signing



**RESOLUTION OF THE  
BOARD OF DIRECTORS  
OF  
PROVIDENCE HOMEOWNERS ASSOCIATION, INC.  
CONCERNING COMMUNITY STANDARDS, VIOLATION AND FINES**

I, the undersigned President of **Providence Homeowners Association, Inc.**, a Texas non-profit association, hereby certify that, by a majority vote, the Board of Directors of the Association, at a meeting duly called and held pursuant to the provisions of Article 1396-2.19 of the Texas Non-Profit Corporation Act (as codified in the Business Organizations Code), adopted the following resolutions:

**WHEREAS**, that certain Declaration of Covenants, Conditions and Restrictions for Providence, dated June 12, 2002, and recorded as Document No. 2002-R0073755, in Volume 5105, Page 2787, of the Real Property Records of Denton County, Texas, together with any and all supplements thereof and amendments thereto (collectively, herein called the "Declaration") establishes covenants, the general purpose of which are to preserve and enhance Providence and are the common benefit of owners and residents of Providence;

**WHEREAS**, an owners association was formed, being **Providence Homeowners Association, Inc.** (the "Association"), and, acting through its Board of Directors (the "Board"), is vested with the powers and duties necessary for the administration of the Association's affairs, for the operation and maintenance of Providence, and for the enforcement of the covenants contained in the Declaration;

**WHEREAS**, the Declaration sets out specific rules and requirements for homeowner maintenance and homeowner standards (as defined in the Declaration), but provides latitude to the Board to make and amend rules to implement the covenants contained in the Declaration, and further allows latitude to the Board to decide, in its discretion, whether to pursue enforcement action in any particular case; and

**WHEREAS**, Section 6.2(a) of the Declaration provides that the Board may impose reasonable monetary fines in connection with violations and a majority of the Board believes that the Association will benefit by (i) imposing fines to be assessed for violations of such standards and after the giving of notices as provided for in the Declaration; (ii) requiring an Owner (as defined in the Declaration) to be in good standing in the payment of dues and other amounts as a condition to obtaining ARC approvals; and (iii) establishing and setting flag pole standards.

**NOW, THEREFORE, BE IT RESOLVED** that the Board does hereby make the following resolutions:

**FIRST RESOLUTION (MINOR VIOLATIONS):**

**RESOLVED**, that in accordance with Section 6.2(a) of the Declaration, the Board does hereby impose a monetary fine in the amount of **\$50.00 per violation** to an Owner in violation of any requirements set out in Articles II, IV and V of the Declaration (a "Minor

Violation”), except to the extent a violation in Article II is deemed a Major Violation, as defined below, in which event the fine shall be \$100 per violation (as set forth below). Prior to assessing an Owner with a Minor Violation assessment, such Owner shall be given notice and the opportunity to cure such violation in accordance with the provisions in Article VI of the Declaration.

**SECOND RESOLUTION (MAJOR VIOLATIONS):**

**RESOLVED**, that in accordance with Section 6.2(a) of the Declaration, the Board does hereby impose a monetary fine in the amount of **\$100.00 per violation** to an Owner in violation of any requirements set out in the Fourth Resolution (flag pole standards) set forth below, Section 2.5(e) of the Declaration, Section 2.5(f) of the Declaration, a noise-related violation in Section 2.5(d) of the Declaration and/or Article III of the Declaration (a “Major Violation”). Prior to assessing an Owner with a Major Violation assessment, such Owner shall be given notice and the opportunity to cure such violation in accordance with the provisions in Article VI of the Declaration.

**THIRD RESOLUTION (GOOD STANDING):**

**RESOLVED**, that the Board does hereby require that an Owner must be in good standing in the payment of all dues and other amounts assessed against such Owner’s property as a condition to such Owner submitting and obtaining any architectural or other approval pertaining to such Owner’s property.

**FOURTH RESOLUTION (FLAG POLE STANDARDS):**

**RESOLVED**, that the Board does hereby approve the placement of flag poles on an Owner’s property provided (i) only one flag pole is permitted per Lot, (ii) flag poles may not be higher than twenty feet (20’) in height, (iii) the flag flown may not be larger than 3’x5’ in size, (iv) the flag pole must be rated to withstand a minimum wind force of 40 mph with a 3’x5’ flag flying, (v) the flag pole must be properly installed in concrete a minimum of two feet (2’) underground, and (vi) unless otherwise specifically approved in writing by the Board, the top of the flag pole may not have any ornament other than a ball top or an American Eagle top.

The undersigned hereby represents that the resolutions set forth above have been approved by a majority of the Board of Directors of Providence Homeowners Association, Inc.

EXECUTED as of the 25 day of January, 2010.

**Providence Homeowners Association, Inc.**

By: Donald Huffines  
Name: DONALD HUFFINES  
Title: PRESIDENT

Denton County  
Cynthia Mitchell  
County Clerk  
Denton, Tx 76202



70 2008 00135571

Instrument Number: 2008-135571

As

Amendment

Recorded On: December 23, 2008

Parties: PROVIDENCE HOA

To

Billable Pages: 7

Number of Pages: 7

Comment:

( Parties listed above are for Clerks reference only )

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

Amendment	35.00
<b>Total Recording:</b>	<b>35.00</b>

\*\*\*\*\* 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: 2008-135571

Receipt Number: 545072

Recorded Date/Time: December 23, 2008 03:14:53P

User / Station: K Dean - Cash Station 2

**Record and Return To:**

CHERYL MOCZYGEMBA  
8200 DOUGLAS AVE STE 300  
DALLAS TX 75225



THE STATE OF TEXAS }  
COUNTY OF DENTON }

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

*C. Mitchell*

County Clerk  
Denton County, Texas

AMENDMENT TO DECLARATION  
OF  
COVENANTS, CONDITIONS & RESTRICTIONS  
FOR  
PROVIDENCE  
[Self Help]

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

This AMENDMENT TO THE DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR PROVIDENCE (this "Amendment") is made effective as of the date of recordation of this instrument in the Real Property Records of Denton County, Texas.

RECITALS

A. A Declaration of Covenants, Conditions and Restrictions for Providence, dated June 10, 2002, was recorded on June 12, 2002, in Volume 5105, Page 2787, of the Real Property Records, Denton County, Texas (the "Original Declaration").

B. The Original Declaration has been amended and supplemented by: (i) FHA Amendment dated October 17, 2002, filed in Volume 5198, Page 2470, of the Real Property Records of Denton County, Texas; (ii) First Supplemental Declaration and Second Amendment of Covenants, Conditions and Restrictions for Providence dated January 28, 2003, filed in Volume 5270, Page 5324 of the Real Property Records of Denton County, Texas; (iii) Second Supplemental Declaration of Covenants, Conditions and Restrictions for Providence, dated February 4, 2004, recorded under Instrument No. 2004-17855 in the Office of the County Clerk of Denton County, Texas; (iv) Third Amendment to Declaration of Covenants, Conditions and Restrictions for Providence dated February 3, 2004, recorded under Instrument No. 2004-15170 in the Office of the County Clerk of Denton County, Texas; (v) Third Supplemental Declaration of Covenants, Conditions and Restrictions for Providence dated July 13, 2004, recorded under Instrument No. 2004-106622 in the Office of the County Clerk of Denton County, Texas; (vi) Fourth Supplemental Declaration of Covenants, Conditions and Restrictions for Providence dated June 20, 2005, recorded under Instrument No. 2005-85675 in the Office of the County Clerk of Denton County, Texas; (vii) Fourth Amendment to Declaration of Covenants, Conditions and Restrictions for Providence dated July 25, 2005, recorded under Instrument No. 2005-151285 in the Office of the County Clerk of Denton County, Texas; (viii) Fifth Amendment to Declaration of Covenants, Conditions and Restrictions for Providence dated March 23, 2006, recorded under Instrument No. 2006-34600 in the Office of the County Clerk of Denton County,

Texas; (ix) 2006 Ratification, Notification & Amendment of Declaration of Covenants, Conditions and Restrictions for Providence dated November 16, 2006, recorded under Instrument No. 2006-153952 in the Office of the County Clerk of Denton County, Texas; (x) Assessments Amendment to Declaration of Covenants, Conditions & Restrictions for Providence recorded on August 28, 2008, under Instrument No. 2008-94993 in the Office of the County Clerk of Denton County, Texas; and (xi) Resolution of the Board of Directors of Providence Homeowners Association, Inc. for the Operation of Day Care Facilities dated October 24, 2008, recorded under Instrument No. 2008-117833 in the Office of the County Clerk of Denton County, Texas (collectively, the "Prior Amendments"). The Original Declaration and the Prior Amendments are herein collectively called the "Declaration."

C. The Declaration imposed certain covenants, restrictions, easements, conditions, stipulations, and reservations (collectively the "Restrictions") on land described therein and comprising the Providence development.

D. Section 7.1, as clarified by the 2006 Ratification, Notification & Amendment of Declaration of Covenants, Conditions and Restrictions for Providence dated November 16, 2006, recorded under Instrument No. 2006-153952 in the Office of the County Clerk of Denton County, Texas, states the requirements for the amendment of the Declaration.

E. The Association, joined herein by the Declarant, make the following amendment to the Declaration in compliance with the provisions of the Section 7.1 of the Declaration.

NOW, THEREFORE, pursuant to the provisions of §3.08 and §3.03(b) of the Declaration and under the authority of §9.02 thereof, the Declaration is hereby amended as follows:

1. Section 6.1 Special Enforcement Rights of the Board of the Association Basis and Amount of Annual Assessment which currently reads as follows:

"In the event that an Owner fails to comply with any provisions of this Declaration, including but not limited to any provisions in Article V, then, prior to the Board or the Association enforcing the compliance of such failure or seeking against such Owner remedies in accordance with this Declaration (or such other remedies as may be available to the Board and/or the Association at law or in equity), the Board shall first be obligated to give such Owner notice of such failure and thirty (30) days after the date of such notice in which to cure such violation or failure. If the Owner shall not have corrected such failure within thirty (30) days after the giving of such notice, the Board of Directors shall have the right but not the obligation, to enter the Lot and to bring the Lot, and any improvements thereon, into full

compliance with this Declaration. All costs and expenses incurred by the Association in connection with correcting any such failure shall be borne by the Owner. If any Owner does not promptly reimburse the Association for all such costs and expenses after receipt of written request for same, the Board shall have the right to assess the Owner for same plus interest and fines, such assessment, interest and fines being a special individual assessment under the provisions of Section 10.5 below."

is hereby amended in its entirety to read as follows:

"In the event that an Owner fails to comply with any provisions of this Declaration, including but not limited to any provisions in Article V, then, prior to the Board or the Association enforcing the compliance of such failure or seeking against such Owner remedies in accordance with this Declaration (or such other remedies as may be available to the Board and/or the Association at law or in equity), except for self-help as provided below in this Section 6.1 and in Section 6.2(d), the Board shall first give such Owner notice of such failure and thirty (30) days after the date of such notice in which to cure such violation or failure. If the Owner shall not have corrected such failure within thirty (30) days after the giving of such notice, the Board may use any means provided in this Declaration or law including those stated in Section 6.2. In the event the Board chooses to use self-help then, unless an emergency exists, the Board shall first give such Owner notice of such failure and fifteen (15) days after the date of such notice in which to cure such violation or failure. If the Owner shall not have corrected such failure within fifteen (15) days after the giving of such notice, the Board of Directors shall have the right but not the obligation, to enter the Lot and to bring the Lot, and any improvements thereon, into full compliance with this Declaration. All costs, expenses, administrative costs and fees, incurred by the Association or levied by the Association in connection with correcting any such failure shall be borne by the Owner. If any Owner does not promptly reimburse the Association for all such costs and expenses after receipt of written request for same, the Board shall have the right to assess the Owner for same plus interest and fines, such assessment, interest and fines being a special individual assessment under the provisions of Section 10.5 below."

2. Section 6.2(d) Right of Self-Help which currently reads as follows:

"(d) Right of Self-Help. The Board of Directors may exercise self-help take action to enter upon the Lot to abate any violation of this Declaration.

is amended and supplemented in its entirety to read as follows:

"(d) Right of Self-Help. The Association, acting through the Board of Directors, has the right to enter any part of the Property, including Lots,

to abate or remove, using force as may reasonably be necessary, any structure, thing, animal, person, vehicle, or condition that violates the Declaration or other governing documents. In exercising this right, the Board is not trespassing, is granted an access easement to enter the property, and is not liable for damages related to the abatement. The Board may levy its cost of abatement against the Lot and Owner as an individual assessment. Unless an emergency situation exists in the good faith opinion of the Board, the Board will give the violating Owner at least 15 days' written notice of its intent to use self-help. "

3. Effect of Amendment. Any provisions of the Declaration or any other governing instrument of the Association which may conflict with this Amendment are hereby amended and shall be governed hereby. All other covenants, restrictions, easements, conditions, stipulations and reservations not in conflict herewith shall remain in full force and effect.

SIGNED AND ACKNOWLEDGED BY THE ASSOCIATION

SIGNED on the 17 day of December, 2008.

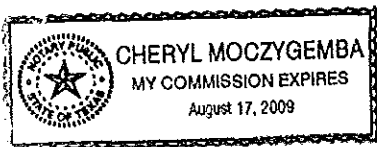
ASSOCIATION:

PROVIDENCE HOMEOWNERS  
ASSOCIATION, INC,  
A Texas non-profit corporation

By: Donald Huffines  
Name: Donald B. Huffines  
Title: Director

STATE OF TEXAS §  
                  Dallas §  
COUNTY OF ~~DENTON~~ §

This instrument was acknowledged before me on this 17<sup>th</sup> day of December, 2008, by Donald B. Huffines, director of Providence Homeowners Association, Inc., a Texas non-profit corporation, on behalf of said corporation.



Cheryl Moczygemba  
Notary Public, State of Texas





**APPOINTMENT OF DIRECTOR  
OF  
PROVIDENCE HOMEOWNERS ASSOCIATION, INC.**

WHEREAS, **Providence Homeowners Association, Inc.**, a Texas nonprofit corporation (the "Association"), was formed as a Texas nonprofit corporation on June 12, 2002;

WHEREAS, the Articles of Incorporation of the Association appointed, as the initial directors, Phillip W. Huffines, Donald B. Huffines and Elvio P. Bruni;

WHEREAS, J.C. Hughes, a previously appointed director of the Association, resigned by Resignation dated November 19, 2008;

WHEREAS, after the resignation of J.C. Hughes, the remaining current directors of the Association are: Donald B. Huffines, Phillip W. Huffines, Elvio P. Bruni, Robert Kembel, Dorothy Walker and Russell Pfeiffer;

WHEREAS, Section 3.3 of the Bylaws of the Association provides that the Declarant is to appoint directors until management control is passed to the Class A Members, which has not occurred as of this date; and

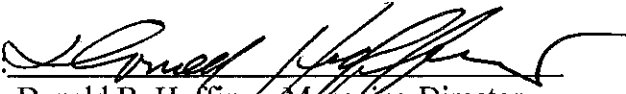
WHEREAS, the Declarant desires to appoint Howard Porteus as a director of the Association to replace J.C. Hughes.

NOW, THEREFORE, **CHS Providence, L.P.**, a Delaware limited partnership ("Declarant") acting by and through its duly authorized manager or representative, hereby takes the following action:

- 1) The resignation by J.C. Hughes as a director of the Association is hereby accepted; and
- 2) Howard Porteus is hereby appointed as a director of the Association to serve with all existing directors until his replacement is appointed.

EXECUTED to be effective as of the 19<sup>th</sup> day of November, 2008.

**CHS Providence, L.P.**, a Delaware limited partnership  
By: HC Operating Providence, LLC, its general partner  
By: HC Operating, L.P., its sole member  
By: HC Operating GP, its general partner

By:   
Donald B. Huffines, Managing Director

Denton County  
Cynthia Mitchell  
County Clerk  
Denton, Tx 76202



70 2008 00117833

Instrument Number: 2008-117833

As  
Resolution

Recorded On: October 31, 2008

Parties: PROVIDENCE HOA INC

To

Billable Pages: 3

Number of Pages: 3

Comment:

( Parties listed above are for Clerks reference only )

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

Resolution	19.00
Total Recording:	19.00

\*\*\*\*\* 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: 2008-117833

Receipt Number: 533467

Recorded Date/Time: October 31, 2008 09:59:36A

User / Station: D Fahrney - Cash Station 3

**Record and Return To:**

PROVIDENCE HOA  
ATTN JEFFREY LANDESBERG  
809 OAKCREST DR  
PROVIDENCE VILLAGE TX 76227



THE STATE OF TEXAS }  
COUNTY OF DENTON }

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

*C. Mitchell*

County Clerk  
Denton County, Texas

**RESOLUTION OF THE  
BOARD OF DIRECTORS  
OF  
PROVIDENCE HOMEOWNERS ASSOCIATION, INC.  
FOR THE OPERATION OF DAY CARE FACILITIES**

I, the undersigned President of **PROVIDENCE HOMEOWNERS ASSOCIATION, INC.**, a Texas non-profit Association, hereby certify that, by a majority vote, the Board of Directors of the Association, at a meeting duly called and held pursuant to the provisions of Article 1396-2.19 of the Texas Non-Profit Corporation Act as codified in the Business Organizations Code), adopted the following resolutions:

**WHEREAS**, that certain *Declaration of Covenants, Conditions and Restrictions for Providence*, dated June 12, 2002, and recorded as Document No. 2002-R0073755, in Volume 5105, Page 02787, Real Property Records of Denton County, Texas, as well as any and all further supplements thereof and amendments thereto (collectively hereinafter referred to as the "**Declaration**") establishes covenants the general purpose of which are to preserve and enhance Providence and are for the common benefit of owners and residents of Providence; and

**WHEREAS**, an owners association was formed, being **PROVIDENCE HOMEOWNERS ASSOCIATION, INC.** (the "**Association**"), and, acting through its Board of Directors (the "**Board**"), is vested with the powers and duties necessary for the administration of the Association's affairs, for the operation and maintenance of Providence, and for the enforcement of the covenants contained in the Declaration; and

**WHEREAS**, the Declaration prohibits the operation of commercial businesses within Providence (as "**Providence**" is defined in the Declaration) but provides latitude to the Board to make and amend rules to implement the covenants contained in the Declaration, and further allows latitude to the Board to decide in its discretion whether to pursue enforcement action in any particular case; and

**WHEREAS**, a majority of the Board believe that the Association will benefit from having available day care facilities for working mothers in Providence and, if operated in compliance with the rules and regulations promulgated herein, such day care facilities will not be a detriment to the quality of the community;

**NOW THEREFORE, BE IT RESOLVED** that the Board does hereby make the following resolutions regarding the operation of home-run day care facilities within Providence:

**RESOLVED**, that the operation of a home-run day care facility within the Property (as "**Property**" is defined in the Declaration) will not be interpreted as a violation of the restrictions contained in the Declaration nor shall the Association pursue any enforcement action against such facility except as provided below so long as day care facility is operated in accordance with these resolutions.

**RESOLVED**, that the Owner or tenant operating a day care facility shall comply with all Covenants, Conditions and Restrictions ("**CCRs**") and published Rules and Regulations now in effect or hereafter adopted by the Board of Directors. Any uses of the property or properties other than residential must apply to the Board of Directors to obtain a special use agreement that incorporates the intended use with terms of the use and met any and all requirements stated within the agreement. The Board of

Directors may in its sole discretion terminate or extend the terms of the property use permit agreement.

**RESOLVED**, that any day care facility operating within the Property will comply with all laws, rules, regulations, and policies of applicable governing authorities. This includes satisfying licensing and permitting requirements and standards promulgated by the State of Texas, and all health agency, local government, county, district, and state regulations, codes, and statutes.

IN WITNESS WHEREOF, I have hereto set my hand and executed on this 24 day of OCT., 2008.

Providence Homeowners Association, Inc.

Russell C. Pfeiffer

Name: RUSSELL C. PFEIFFER

Title: Board of Director/Member

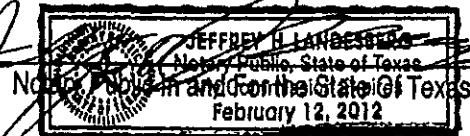
THE STATE OF TEXAS

§  
§  
§

COUNTY OF DEUTON

This instrument was acknowledged before me on the 24 day of OCT., 2008 by RUSSELL PFEIFFER, President of Providence Homeowners Association, Inc., on behalf of and as the official act and deed of Providence Homeowners Association, Inc.

My Commission Expires: 2/12/2012



Providence HOA, attn: Jeffrey Landesberg  
809 Oakcrest Dr.  
Providence Village, TX 76227

Denton County  
Cynthia Mitchell  
County Clerk  
Denton, Tx 76202



70 2008 00094993

Instrument Number: 2008-94993

As  
Amendment

Recorded On: August 28, 2008

Parties: PROVIDENCE HOMEOWNERS ASSOCIATION INC

To

Billable Pages: 7

Number of Pages: 7

Comment:

( Parties listed above are for Clerks reference only )

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

Amendment	35.00
Total Recording:	35.00

SEP 10 2008

\*\*\*\*\* DO NOT REMOVE. THIS PAGE IT 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: 2008-94993

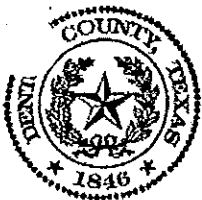
Receipt Number: 517231

Recorded Date/Time: August 28, 2008 04:16:06P

User / Station: H Dunn - Cash Station 4

**Record and Return To:**

PREMIER COMMUNITIES MANAGEMENT COMPANY  
2711 NORTH HASKELL STE 2650  
DALLAS TX 75204



THE STATE OF TEXAS }  
COUNTY OF DENTON }

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

*C Mitchell*

County Clerk  
Denton County, Texas

**ASSESSMENTS AMENDMENT TO DECLARATION  
OF  
COVENANTS, CONDITIONS & RESTRICTIONS  
FOR  
PROVIDENCE**

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

**This ASSESSMENTS AMENDMENT TO THE DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS, FOR PROVIDENCE ("Assessments Amendment") is made effective as of the date of recordation of this instrument in the Real Property Records of Denton County, Texas.**

**RECITALS**

**A. A Declaration of Covenants, Conditions and Restrictions for Providence, dated June 10, 2002, was recorded June 12, 2002, as Instrument Number 2002-R0073755 in Volume 5105, Page 2787, Real Property Records, Denton County, Texas, as amended and supplemented (collectively, the "Declaration").**

**B. Amendments and supplements to the original Declaration are as described in that certain Ratification, Notification & Amendment of Declaration recorded December 19, 2006, as Instrument Number 2006-153952 in the Real Property Records of Denton County, Texas.**

**C. The Declaration imposed certain covenants, restrictions, easements, conditions, stipulations, and reservations (collectively the "Restrictions") on land described therein and comprising the Providence development.**

**B. Section 7.1, as clarified by the Ratification, Notification & Amendment of Declaration, states the requirements for the amendment of the Declaration.**

**D. The Association, joined herein by the Declarant, make the following amendments to the Declaration in compliance with the provisions of the Section 7.1 thereof.**

**NOW, THEREFORE, pursuant to the provisions of §3.08 and §3.03(b) of the Declaration and under the authority of §9.02 thereof, the Declaration is hereby amended as follows:**

1. Section 10.3 Basis and Amount of Annual Assessment is hereby amended and restated as follows:

Section 10.3 Annual Assessments. Annual assessments are based on the annual budget. Each lot is liable for its equal share of the annual budget. If the Board does not approve an annual budget or fails to determine new annual assessments for any year, or delays in doing so, owners will continue to pay the annual assessment as last determined. If during the course of a year the Board determines that annual assessments are insufficient to cover the estimated common expenses for the remainder of the year, the Board may increase regular assessments for the remainder of the fiscal year in an amount that covers the estimated deficiency. Increases or decreases in the rate of annual assessments are determined by the Board and do not require amendment of this Declaration.

2. Section 10.10 Effect of Nonpayment of Assessments. is hereby amended and restated as follows:

Section 10.10 Effect of Nonpayment of Assessments. An assessment is delinquent if the Association does not receive payment in full by the assessment's due date. The Association acting through the Board, is responsible for taking action to collect delinquent assessments. The Association's exercise of its remedies is subject to applicable laws, such as Chapter 209 of the Texas Property Code, and pertinent provisions of the Declaration and Bylaws. From time to time, the Association may delegate some or all of the collection procedures and remedies, as the Board in its sole discretion deems appropriate, to the Association's manager, an attorney, or a debt collector. Neither the Board nor the Association, however, is liable to an Owner or other person for its failure or inability to collect or attempt to collect an Assessment. The following remedies are in addition to and not in substitution of all other rights and remedies which the Association may have:

10.10.1 Interest. Delinquent assessments are subject to interest from the due date until paid at a rate to be determined by the Board from time to time, not to exceed the less of 18 percent or the maximum permitted by law. If the Board fails to establish a rate, the rate is 15 percent per annum.

10.10.2 Late Fees. Delinquent assessments are subject to reasonable late fees at a rate to be determined by the Board from time to time.

10.10.3 Costs of Collection. The owner of a Lot against which assessments are delinquent is liable to the Association for reimbursement of reasonable costs incurred by the Association to collect the delinquent assessments, including attorneys fees and

processing fees charged by the manager.

**10.10.4 Acceleration.** If an Owner defaults in paying an assessment that is payable in installments, the Association may accelerate the remaining installments on 10 days' written notice to the defaulting Owner. The entire unpaid balance of the assessment becomes due on the date stated in the notice.

**10.10.5 Suspension of Use and Vote.** If an Owner's account has been delinquent for at least 30 days, the Association may suspend the right of the delinquent Owner and residents of said Owner's home to use Association's facilities and enjoy common services during the period of delinquency. The Association may also suspend the right to vote which is appurtenant to the Lot. Suspension does not constitute a waiver or discharge of the Owner's obligation to pay assessments.

**10.10.6 Money Judgment.** As provided elsewhere in this Declaration, the Association may file suit seeking a money judgment against an Owner delinquent in the payment of assessments, without foreclosing or waiving the Association's lien for assessments.

**10.10.7 Notice to Mortgagee.** The Association may notify and communicate with the holder of any lien against a Lot regarding the Owner's default in payment of assessments.

**10.10.8 Foreclosure of Assessment Lien.** As provided elsewhere in this Declaration, the Association may foreclose its lien against the Lot by judicial or nonjudicial means.

**10.10.9 Application of Payments.** The Board may adopt and amend policies regarding the application of payments. The Association may refuse to accept partial payment, i.e., less than the full amount due and payable. The Association may also refuse to accept payments to which the payor attaches conditions or directions contrary to the Board's policy for applying payments. The Association's policy may provide that endorsement and deposit of payment does not constitute acceptance by the Association, and that acceptance occurs when the Association posts the payment to the Lot's account.

**3. Effect of Amendment.** Any provisions of the Declaration or any other dedicatory instrument of the Association which may conflict with this Amendment are hereby amended and shall be governed hereby. All other covenants, restrictions, easements, conditions, stipulations and reservations not in conflict herewith shall remain in full force and effect.



SIGNED AND ACKNOWLEDGED BY THE ASSOCIATION

SIGNED on the 27 day of August, 2008.

ASSOCIATION:

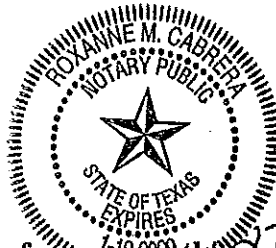
PROVIDENCE HOME OWNERS  
ASSOCIATION, INC,  
A Texas non-profit corporation

By: Elvio P. Bruni  
Name: Elvio P. Bruni  
Title: \_\_\_\_\_

STATE OF TEXAS

§  
§  
§

COUNTY OF DENTON



This instrument was acknowledged before me on this 27 day of August, 2008, by Elvio P. Bruni, \_\_\_\_\_ of Providence Home Owners Association, Inc., a Texas non-profit corporation, on behalf of said corporation.

Roxanne M. Cabrera  
Notary Public, State of Texas

SIGNED AND ACKNOWLEDGED BY THE DECLARANT

SIGNED on the 27 day of August, 2008.

DECLARANT:

CHS PROVIDENCE, L.P.,  
a Delaware limited partnership

By: HC Operating Providence, LLC,  
a Texas limited liability company,  
its General Partner

By: HC Operating, L.P.,  
a Texas limited partnership,  
its sole member

By: HC Operating GP, LLC  
a Texas limited liability company,  
its general partner

By: *Phillip W. Huffines*  
Name: Phillip W. Huffines  
Title: Managing Agent



STATE OF TEXAS

§  
§  
§

COUNTY OF DALLAS

This instrument was acknowledged before me on this 27 day of August, 2008, by Phillip W. Huffines Managing Agent of HC Operating GP, LLC, a Texas limited liability company, on behalf of the company in its capacity as general partner of HC Operating, LP., a Texas limited partnership, on behalf of the partnership in its capacity as sole member of HC Operating Providence, LLC, a Texas limited liability company, on behalf of the company in its capacity as general partner of CHS Providence, L.P., a Delaware limited partnership, on behalf of the limited partnership.

*Yolanne M. Cabrera*  
Notary Public, State of Texas

**AFTER RECORDING RETURN TO:  
Premier Communities Management Company  
2711 North Haskell, Suite 2650  
Dallas, Texas 75204**

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

Denton County  
Cynthia Mitchell  
County Clerk  
Denton, Tx 76202



70 2006 00153952

Instrument Number: 2006-153952

As

Recorded On: December 19, 2006

Ratification

Parties: PROVIDENCE HOMEOWNERS ASSOCIATION INC

Billable Pages: 18

To

Number of Pages: 18

Comment:

( Parties listed above are for Clerks reference only )

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

Ratification	84.00
Total Recording:	84.00

\*\*\*\*\* 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: 2006-153952

Receipt Number: 346203

Recorded Date/Time: December 19, 2006 03:52:15P

User / Station: P Sallee - Cash Station 4

**Record and Return To:**

SETTLEPOU

MS SHARON REULER

3333 LEE PARKWAY EIGHTH FLOOR

DALLAS TX 75219



THE STATE OF TEXAS }  
COUNTY OF DENTON }

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

*Cynthia Mitchell*

County Clerk  
Denton County, Texas

# PROVIDENCE

2006

## RATIFICATION, NOTIFICATION & AMENDMENT OF DECLARATION

---

### RECITALS

A. Providence is a phased planned development located in Denton County, Texas, as described on Exhibit A attached hereto and incorporated herein by reference, which is subject to the Declaration of Covenants, Conditions and Restrictions for Providence, recorded on June 12, 2002, as Document No. 2002-R0073755, in Volume 5105, Page 02787, Real Property Records, Denton County, Texas, as amended and supplemented (the "**Declaration**").

B. The owners of lots in Providence comprise the Providence Homeowners Association, Inc. (the "**Association**"), which administers Providence through its officers and directors.

C. The Association desires to ratify previous amendments to the Declaration, publish certain policies, and amend the Declaration to assist the orderly build-out of the Property, the governance of the Association, and the funding of reserves, and to better inform Owners about certain significant aspects of the community in which they are purchasing.

D. As provided by Section 7.1 of the Declaration, the Declaration may be amended by the affirmative vote or written consent of the Association's Members representing at least 67% of the votes in the Association, and for certain purposes by the Declarant alone, without joinder of any owner.

E. As further provided by Section 7.1 of the Declaration, no amendment may modify any right or privilege of Declarant without the written consent of Declaration.

F. By recording this 2006 Ratification, Notification & Amendment of Declaration, the Association and Declarant jointly give certain notices and amend certain provisions of the Declaration.

### RATIFICATIONS

The Association hereby ratifies the amendments of the Declaration that were previously adopted by the Association's Board of Directors and/or by Declarant for the benefit of the Association, as described on Exhibit B attached hereto and incorporated herein by reference.

### CLARIFYING THE AMENDMENT REQUIREMENTS (Section 7.1)

As Providence is developed and populated, the Declarant and/or the Association may find occasion to improve a provision of the Declaration to facilitate the development of Providence or the operation of the Association. Because Providence is a large-scale planned community, the amendment process can become bogged down by requirements that amendments be approved by Owners of nearly a thousand lots. Because the Declarant can amend the Declaration in a more efficient manner than

the members of the Association (who must convene a meeting and obtain high levels of consents), Section 7.1 of the Declaration purposefully authorizes the Declarant to unilaterally amend the Declaration for a number of purposes. The Association desires to clarify and confirm that Declarant has specific amendment rights related to development of Providence. Also, the Association desires to reduce the level of Owner consents required to approve an amendment by the Association from 67 percent to a simple majority. Accordingly, the Association hereby amends and restates Section 7.1 of the Declaration, in its entirety, to read as stated in Exhibit C attached hereto and incorporated herein for all purposes.

**AMENDMENT OF QUORUM REQUIREMENT**  
**(Section 8.3.2)**

Because Providence is projected to be a large-scale planned community, the Association desires to establish the minimum level of participation required to convene a meeting of the Association at a level that is likely to be attainable over time. Accordingly, the Association desires to lower the initial quorum requirement to 5 percent. Also, the Association desires to clarify that the quorum is based on numbers of lots, and not on numbers of individual members. The Association hereby amends and restates Subsection 8.3.2. of the Declaration, which was previously amended by the Fourth Amendment, in its entirety, to read as stated in Exhibit D attached hereto and incorporated herein for all purposes.

**RENUMBERING AMENDMENT OF ARTICLE 10**  
**(Section 10.16)**

To facilitate references to the "Conveyance Fee" provision that was added to the Declaration by the Fifth Amendment as an unnumbered paragraph of Section 10.1, the "Conveyance Fees" provision is hereby renumbered as Section 10.16 of Article X of the Declaration.

**AMENDMENT OF CONVEYANCE FEE**  
**(Section 10.16)**

Section 10.16 of Article X of the Declaration, titled "Conveyance Fee," is hereby amended and restated in its entirety in Exhibit F attached hereto and incorporated herein for all purposes.

**AMENDMENT FOR NOTICE OF HOA SALE FEES**  
**(Section 10.17)**

Article X of the Declaration, titled "Covenant for Maintenance Assessments," is hereby amended by the addition of Section 10.17, titled "Notice of HOA Sale Fees," as stated in Exhibit G attached hereto and incorporated herein for all purposes. Section 10.17 of the Declaration references a "Notice of HOA Sale Fees," the initial version of which is published as Exhibit H attached hereto and incorporated herein for all purposes.

**AMENDMENT FOR CHANGING TECHNOLOGY**  
**(Section 15.13)**

Article XV of the Declaration, titled "General Provisions," is hereby amended by the addition of Section 15.13, titled "Changing Technology," as stated in Exhibit E attached hereto and incorporated herein for all purposes.

## **NOTICE OF DECLARANT'S ROLE**

The Association benefits from a membership that is informed about the nature of the Declarant's role during the early years of the Property, as it is being built-out. Towards that end, the Association hereby amends this Declaration to add disclosures to purchasers during the Class B Member Control Period, as shown on Exhibit I of this 2006 Ratification, Notification & Amendment of Declaration, attached hereto and incorporated herein by reference.

## **NOTICE OF SUCCESSOR DECLARANT**

The Association hereby gives notice the original Declarant of Providence - Valerian Properties Associates, L.P. - has been succeeded by CHS Providence, L.P., as evidenced by the Assignment of Declarant Rights, recorded in April 3, 2006, as Document No. 2006-38125, Real Property Records, Denton County, Texas.

## **CLOSING RECITALS**

A. On the recording of this 2006 Ratification, Notification & Amendment of Declaration, the Association does amend the Declaration and does declare that Providence will be governed by the Declaration as amended by the provisions set forth herein, which constitute covenants running with the land.

B. In the event of a conflict between a provision of the Declaration and a provision of this 2006 Ratification, Notification & Amendment of Declaration, the provision in this 2006 Ratification, Notification & Amendment of Declaration will control.

C. By signing below, the undersigned officer of the Association certifies that this 2006 Ratification, Notification & Amendment of Declaration was approved by Members representing at least 67 percent of the votes in the Association.

D. By signing below, Declarant consents to the amendments contained in this instrument.

E. By signing below, each of the following Builders - D. R. Horton-Texas, Ltd., Supreme Vision Homes, L.P., and Choice Homes, Inc. - consents to the amendments contained in this instrument.

F. The following exhibits are attached hereto and incorporated herein by reference:

Exhibit A - Property Description

Exhibit B - Previous Amendments

Exhibit C - Amended & Restated Section 7.1 (*Amendments*)

Exhibit D - Amended & Restated Subsection 8.3.2 (*Quorums*)

Exhibit E - Addition of Section 15.13 (*Changing Technology*)

Exhibit F - Amended & Restated Section 10.16 (*Conveyance Fees*)

Exhibit G - Addition of Section 10.17 (*HOA Sale Fees*)

Exhibit H - Notice of HOA Sale Fees

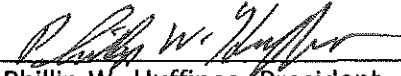
Exhibit I - Purchasers Covenants During Class B Member Control Period

*(Executed on Next Page)*

**SIGNED AND ACKNOWLEDGED BY ASSOCIATION**

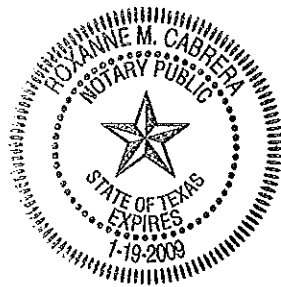
**SIGNED** on the 16 day of November 2006.

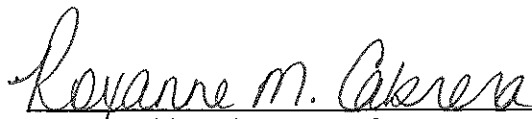
**PROVIDENCE HOMEOWNERS ASSOCIATION, INC.**, a Texas nonprofit corporation and property owners association

By:   
Phillip W. Huffines, President

THE STATE OF TEXAS     §  
  §  
COUNTY OF DALLAS     §

This instrument was acknowledged before me on the 16 day of November 2006 by Phillip W. Huffines, President of Providence Homeowners Association, Inc., a Texas property owners association, on behalf of the association.



  
Notary Public, The State of Texas



**SIGNED AND ACKNOWLEDGED BY DECLARANT**

By signing below, CHS Providence, L.P., confirms that it (1) is the Declarant of Providence, as successor declarant to Valerian Properties Associates, L.P., (2) owns house lots in Providence, (3) is the Class B Member of Providence Homeowners Association, Inc., (4) less than 75 percent of the lots in the fully developed community of Providence have been sold to Class A Members who are not Builders, and (5) casts all its votes - 3 votes per lot owned - to approve the foregoing 2006 RATIFICATION, NOTIFICATION & AMENDMENT OF DECLARATION.

**SIGNED** on the 16 day of November 2006.

**CHS PROVIDENCE, L.P.**, a Delaware limited partnership

By: HC OPERATING PROVIDENCE, LLC, a Texas limited liability company, its general partner

By: HC OPERATING, L.P., a Texas limited partnership, its sole member

By: HC OPERATING GP, LLC, a Texas limited liability company, its general partner

By: *Donald B. Huffines*  
Donald B. Huffines, Managing Director

THE STATE OF TEXAS      §  
   §  
COUNTY OF DALLAS      §

This instrument was acknowledged before me on the 16 day of November 2006 by Donald B. Huffines, Managing Director of HC Operating GP, LLC, a Texas limited liability company, on behalf of the company in its capacity as general partner of HC Operating, L.P., a Texas limited partnership, on behalf of the partnership in its capacity as sole member of HC Operating Providence, LLC, a Texas limited liability company, on behalf of the company in its capacity as general partner of CHS Providence, L.P., a Delaware limited partnership, on behalf of the limited partnership.



*Roxanne M. Cabrera*  
Notary Public, The State of Texas

**SIGNED AND ACKNOWLEDGED BY BUILDER HORTON**

By signing below, D. R. Horton - Texas, Ltd., confirms that it (1) owns house lots in Providence, (2) is a builder who purchases lots for development and sale, (3) is a Class A Members of Providence Homeowners Association, Inc., and (4) casts all its votes to approve the foregoing 2006 RATIFICATION, NOTIFICATION & AMENDMENT OF DECLARATION.

**SIGNED** on the 27<sup>th</sup> day of November 2006.

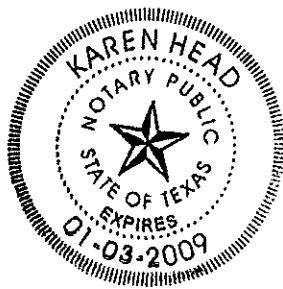
**D. R. HORTON - TEXAS, LTD.**, a Texas limited partnership

By: D. R. HORTON, INC., a Delaware corporation, its authorized agent

By: David L. Booth  
David L. Booth, Assistant Vice President

THE STATE OF TEXAS     §  
  §  
COUNTY OF DALLAS     §

This instrument was acknowledged before me on this 27<sup>th</sup> day of November 2006 by David L. Booth, Assistant Vice President of D. R. Horton, Inc., a Delaware corporation, on behalf of said corporation in its capacity as authorized agent for D. R. Horton - Texas, Ltd., a Texas limited partnership, on behalf of the limited partnership.



Karen Head  
Notary Public, The State of Texas

**SIGNED AND ACKNOWLEDGED BY BUILDER VISION**

By signing below, Supreme Vision Homes, L.P., confirms that it (1) owns house lots in Providence, (2) is a builder who purchases lots for development and sale, (3) is a Class A Members of Providence Homeowners Association, Inc., and (4) casts all its votes to approve the foregoing 2006 RATIFICATION, NOTIFICATION & AMENDMENT OF DECLARATION.

**SIGNED** on the 16 day of November 2006.

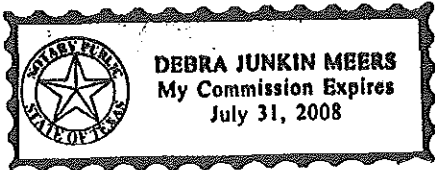
**SUPREME VISION HOMES, L.P.**, a Texas limited partnership

By: SUPREME VISION HOMES GP, LLC, a Texas limited liability company, its general partner

By: [Signature]  
Printed Name Mark Johns  
Title/Capacity Managing Member

THE STATE OF TEXAS     §  
  §  
COUNTY OF TARRANT   §

This instrument was acknowledged before me on this 16 day of November 2006 by Mark Johns, Managing member of Supreme Vision Homes GP, LLC, a Texas limited liability company, on behalf of the limited liability company in its role as general partner of Supreme Vision Homes, L.P., a Texas limited partnership, on behalf of the limited partnership.



[Signature]  
Notary Public, The State of Texas

**SIGNED AND ACKNOWLEDGED BY BUILDER CHOICE**

By signing below, Choice Homes, Inc., confirms that it (1) owns house lots in Providence, (2) is a builder who purchases lots for development and sale, (3) is a Class A Member of Providence Homeowners Association, Inc., and (4) casts all its votes to approve the foregoing 2006 RATIFICATION, NOTIFICATION & AMENDMENT OF DECLARATION.

**SIGNED** on the 18<sup>th</sup> day of December 2006.

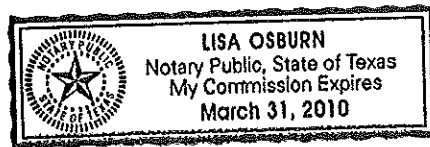
**CHOICE HOMES, INC.**, a Texas corporation

By: Mike Edge  
Printed Name MIKE EDGE  
Title/Capacity VP  
12/18/06

THE STATE OF TEXAS     §  
  §  
COUNTY OF TARRANT   §

This instrument was acknowledged before me on this 18<sup>th</sup> day of December 2006  
by Mike Edge, Vice President  
of Choice Homes, Inc., a Texas corporation, on behalf of the corporation.

Lisa Osburn  
Notary Public, The State of Texas



**EXHIBIT A**  
**PROPERTY DESCRIPTION**

BEING ALL OF THE REAL PROPERTY described in Exhibit A of the Declaration of Covenants, Conditions and Restrictions for Providence, recorded on June 12, 2002, as Document No. 2002-R0073755, in Volume 5105, Page 02787, Real Property Records, Denton County, Texas, as supplemented by the annexation instruments recorded (First Supplemental) on February 11, 2003, as Document No. 2003-R0021879, in Volume 5270, Page 05324, Real Property Records, Denton County, Texas; (Second Supplemental) on February 11, 2004, as Document No. 2004-17855, Real Property Records, Denton County, Texas; (Third Supplemental) on August 11, 2004, as Document No. 2004-106622, Real Property Records, Denton County, Texas; and (Fourth Supplemental) on July 14, 2005, as Document No. 2005-0085675, Real Property Records, Denton County, Texas, which real property has been (or is being) platted as follows (in alphabetical order of phase names):

**(Cape Village) PROVIDENCE PHASE 1**, by the Third Amending Plat recorded on April 8, 2004, as Document No. 2004-44126, in Cabinet V, Page 602, Plat Records, Denton County, Texas, and containing 391 house lots.

**(Cape Village) PROVIDENCE PHASE 1A**, by the Amending Plat recorded on February 14, 2003, as Document No. 2003-R0023432, in Cabinet U, Page 883, Plat Records, Denton County, Texas, and containing 24 house lots.

**(Club Village) PROVIDENCE - PHASE 4**, by the Final Plat recorded on September 10, 2003, as Document No. 2003-R0152028, in Cabinet V, Page 246, Plat Records, Denton County, Texas, and containing 264 house lots.

**CREEK VILLAGE AT PROVIDENCE**, by the Amended Plat recorded on December 16, 2005, as Document No. 2005-155924, in Cabinet W, Page 694, Plat Records, Denton County, Texas, and containing 402 house lots.

**EAGLE VILLAGE AT PROVIDENCE PHASE 7**, by the Final Plat recorded on February 21, 2006, as Document No. 2006-0019835, in Cabinet W, Page 853, Plat Records, Denton County, Texas, and containing 185 house lots.

**HARBOR VILLAGE AT PROVIDENCE PHASE 1**, by the Final Plat recorded on July 13, 2005, as Document No. 2005-84778, in Cabinet W, Page 390, Plat Records, Denton County, Texas, and containing 69 house lots.

**HARBOR VILLAGE AT PROVIDENCE PHASE 2**, by the Final Plat recorded or to be recorded in the Plat Records of Denton County, Texas, and containing 132 house lots.

**ISLAND VILLAGE AT PROVIDENCE**, by the Final Plat recorded on July 13, 2005, as Document No. 2005-84779, in Cabinet W, Page 394, Plat Records, Denton County, Texas, and containing 225 house lots.

**ISLAND VILLAGE II AT PROVIDENCE PHASE 5**, by the Final Plat recorded on January 25, 2006, as Document No. 2006-0009371, in Cabinet W, Page 798, Plat Records, Denton County, Texas, and containing 4 commercial lots.

**(Lake Village) PROVIDENCE PHASE 2**, by the Final Plat recorded on November 6, 2002, as Document No. 2002-R0141899, in Cabinet U, Page 707, Plat Records, Denton County, Texas, and containing 290 house lots.

**SEASIDE VILLAGE AT PROVIDENCE**, by the Final Plat recorded or to be recorded in the Plat Records of Denton County, Texas, and containing 304 house lots.

**SEASIDE VILLAGE II AT PROVIDENCE PHASE 7**, by the Final Plat recorded on March 1, 2006, as Document No. 2006-23604, in Cabinet W, Page 886, Plat Records, Denton County, Texas, and containing 136 house lots.

**EXHIBIT B**  
**PREVIOUS AMENDMENTS**

The Declaration has been amended and supplemented by a number of instruments since it was recorded on June 12, 2002. The following substantive amendments of the Declaration are ratified by the Association.

1. FHA Amendment to Declaration of Covenants, Conditions and Restrictions for Providence, recorded on October 23, 2002, as Document No. 2002-R0134956, in Volume 5198, Page 2470, Real Property Records, Denton County, Texas, which was repealed by the Second Amendment.
2. First Supplemental Declaration and **Second Amendment** of Covenants, Conditions and Restrictions for Providence, recorded on February 11, 2003, as Document No. 2003-R0021879, in Volume 5270, Page 05324, Real Property Records, Denton County, Texas, which restored the status quo of the original Declaration.
3. **Third Amendment** to Declaration of Covenants, Conditions and Restrictions for Providence, recorded on February 5, 2004, as Document No. 2004-15170, Real Property Records, Denton County, Texas, which changes the property description to remove 3 lots from the effects of the Declaration.
4. **Fourth Amendment** to Declaration of Covenants, Conditions and Restrictions for Providence, recorded on December 6, 2005, as Document No. 2005-151285, Real Property Records, Denton County, Texas, which revises the following sections of the Declaration:
  - Article II is amended by the addition of Sec. 2.14, titled "Variances."
  - Sec. 2.5(k) of Article II, regarding signs, is revised and restated.
  - Sec. 2.5 of Article II, titled "Uses Specifically Prohibited," is amended by the addition of two new subsections.
  - Sec. 8.3.2 of Article VIII, regarding quorums, is revised and restated. [**NOTE:** Section 8.3.2 is further amended and restated by this instrument.]
5. **Fifth Amendment** to Declaration of Covenants, Conditions and Restrictions for Providence, recorded on March 27, 2006, as Document No. 2006-34600, Real Property Records, Denton County, Texas, which revises the following sections of the Declaration:
  - Sec. 10.1, titled "Creation of the Lien and Personal Obligation of Assessments," is amended by the addition of a paragraph captioned "Conveyance Fees." [**NOTE:** The "Conveyance Fees" provisions is renumbered by this instrument as Section 10.16.]

*(End of Exhibit B)*

**EXHIBIT C**  
**AMENDED & RESTATED SECTION 7.1**

Section 7.1 Amendment.

Except as provided in Article XII below, at any time, this Declaration may be amended by an instrument containing such amendment(s) and recording same in the Public Real Estate Records of the County, provided, that (i) for the period which Declarant owns at least one Lot, no such amendment shall be valid or effective without the joinder and consent of Declarant and (ii) such amendment shall first be approved by the affirmative vote or written consent of the Association's Members representing more than 50% of the votes in the Association. In addition, Declarant, at its sole discretion and without a vote or the consent of any other party, may modify or amend this Declaration for the following limited purposes:

- a. To add real property to the Property.
- b. To withdraw real property from the Property.
- c. To create Lots, easements, and Common Properties within the Property.
- d. To subdivide, combine, or reconfigure Lots.
- e. To convert Lots into Common Properties.
- f. To modify any construction-related provisions.
- g. To comply with requirements of an underwriting lender.
- h. To comply with requirements of the Water District.
- i. To resolve conflicts, clarify ambiguities, and to correct misstatements, errors, or omissions.
- j. To enable any reputable title insurance company to issue title insurance coverage on the Lots.
- k. To enable an institutional or governmental lender to make or purchase mortgage loans on the Lots.
- l. To change the name or entity of Declarant.
- m. For any other purpose, provided the amendment has no direct, material, and adverse effect on any right of an Owner who has not consented to the amendment.

*(End of Exhibit C)*

**EXHIBIT D**  
**AMENDED & RESTATED SUBSECTION 8.3.2**

8.3.2 Quorum. At any meeting of the Association, the presence in person or by proxy of Owners of at least five percent (5%) of the Lots in the Property constitutes a quorum. Members present at a meeting at which a quorum is present may continue to transact business until adjournment, notwithstanding the withdrawal, during the course of the meeting, of members constituting a quorum. If a quorum is not present at a meeting of the Association for which proper notice was given, members representing at least a majority of the votes present at the meeting, although not constituting a quorum, may vote to recess the meeting for not more than 24 hours in order to attain a quorum, provided the place of the meeting remains as stated in the notice. If the meeting is adjourned without attainment of a quorum, notice of a new meeting for the same purposes within 15 to 60 days may be given to an Owner of each Lot, at which re-called meeting the quorum requirement is lowered to one-half of the number of Lots required for the first call of the meeting. If the re-called (second) meeting is adjourned without attainment of a quorum, notice of a new (third) meeting for the same purposes within 15 to 60 days may be given to an Owner of each Lot, at which re-called (third) meeting the quorum requirement is lowered to one-half of the number of Lots required for the second call of the meeting.

**EXHIBIT E**  
**ADDITION OF SECTION 15.13**

Section 15.13 Changing Technology.

This Declaration and the Association's other governing documents were drafted in an era of rapidly changing communication technologies, and at the end of an era that uses ink on paper to communicate, to give notice, and to memorialize decisions. The next era of communications may be paperless, relying on electronic communications for many activities that are customarily papered on the date of this Declaration. Declarant does not intend to limit the methods by which the Association, Owners, and residents communicate with each other. As technology changes, the terms of this Declaration and the other governing documents that pertain to communications, notices, and documentation of decisions may be interpreted and applied in ways that are consistent with and customary for the then-current technology for standard business practices, without necessity of amending this Declaration or the other governing documents, as applicable. Such communications may be by any method or methods that are available and customary. For example, if the Association is required by its governing documents or applicable law to make information available to Owners of all Lots, that requirement may be satisfied by posting the information on the Association's website or by using electronic means of disseminating the information, unless applicable law requires a specific method of communication. It is foreseeable that meetings of the Association and voting on issues may eventually be conducted via technology that is not widely available on the date of this Declaration. As communication technologies change, the Association may adopt as its universal standard any technology that is used by Owners of at least 85 percent of the Lots. Also, the Association may employ multiple methods of communicating with Owners and residents.



**EXHIBIT F**  
**AMENDED & RESTATED SECTION 10.16**

Section 10.16 Conveyance Fees.

At time of transfer of a home to an owner other than a Builder or Declarant, a Conveyance Fee payable to the Association is due and payable by buyer and/or seller. The amount of the Conveyance Fee is subject to change from time to time, in accordance with the following requirements.

- (1) The Conveyance Fee shall be collected by the title company at each closing of a new home, and shall be paid by the buyer directly to the Association, or shall be collected in such other manner as the Board and the title company shall determine from time to time. Conveyance Fees may not be avoided by effecting the transfer without the services of a title company.
- (2) For new homes, sold by Builders to the initial home owners, the Conveyance Fee will be **\$100** per lot, to be applied to the Association's operating funds as an initial contribution. As applied to new home sales, the Conveyance Fee may be referred to as an "Initiation Fee." The amount of the Initiation Fee is determined by Declarant, and may not be changed by the Association without the express written authorization of Declarant. During the Declarant Control Period, applications to operating funds may be used to defray Declarant's obligation, if any, for the Association's operating expenses that are not funded by regular assessments received from other owners.
- (3) For resales, sold by home owners, the Conveyance Fee will be a uniform amount per lot, to be applied to the Association's reserve funds, subject to the following:
  - (a) The Board may change the amount of the Conveyance Fee from time to time by posting the changed amount on or in any medium that is available to the general public and to title companies, such as the Association's website or the county records.
  - (b) The amount of the Conveyance Fee may not exceed one-fourth of one percent (0.25%) of the gross sales price stated in a contract for the purchase and sale of a Lot and/or home.

*(End of Exhibit F)*

**EXHIBIT G**  
**ADDITION OF SECTION 10.17**

Section 10.17 Notice of HOA Sale Fees.

HOA Sale Fees consist of the budget enhancing Conveyance Fee, described in Section 10.16, and the Association's manager's customary administrative fees. The Association will publicly post a Notice of HOA Sale Fees on the Association's website, or by publicly recording the Notice independent of the Declaration or as part of the Management Certificate. At time of transfer, the HOA Sale Fees described on the Notice of HOA Sale Fees then in effect are due and payable by buyer and/or seller. The Association and its manager may waive some or all HOA Sale Fees on a transfer by transfer basis, without waiving the right to charge such fees on future transfers.. The initial Notice is recorded with this 2006 Ratification, Notification & Amendment of Declaration as Exhibit H.

- (1) Amendment of Notice. Although the initial Notice of HOA Sale Fees is recorded as an exhibit of this Amendment, the Notice is not subject to the amendment requirements of the Declaration. The board, without a vote of the owners, may amend the Notice of HOA Sale Fees for the following two purposes: (1) to change a stated amount or formula for an HOA Sale Fee, or (2) to conform the Notice of HOA Sale Fees with applicable law regarding HOA Sale Fees. Any other amendment of the Notice requires the approval of owners representing a majority of the votes at a meeting of the Association at which a quorum is present, provided notice of the proposed amendment is given with the notice of meeting. As long as new homes are being sold, any amendment of the fees paid in connection with new homes sales must have the written and acknowledged consent of Declarant.
- (2) Applicability. If the amended or restated Notice of HOA Sale Fees results in an overall reduction of HOA Sale Fees for a conveyance that is pending at the time of the amendment, the lower rate is effective immediately for any closing that occurs after the date the amendment is publicly recorded. If the amended or restated Notice of HOA Sale Fees results in an overall increase of HOA Sale Fees for the lot being conveyed, the increased amount is not effective until the 90th day after the date on which the amended or restated Notice of HOA Sale Fees is publicly posted or recorded.
- (3) Distribution. Within 60 days after the amended or restated Notice of HOA Sale Fees is publicly posted or recorded, a copy or report of, or electronic link to, the amended Notice of HOA Sale Fees must be delivered or made available to an owner of each lot.

*(End of Exhibit G)*

**EXHIBIT H**  
**NOTICE OF HOA SALE FEES**

**THE COSTS OF BUYING & SELLING HOMES IN PROVIDENCE**

**GENERAL.** This Notice addresses certain fees and expenses that may be charged by the Providence homeowners Association, Inc., or by its manager or managing agent, at the time of a home's sale or purchase other than (not including) the home buyer's prepaid and/or pro-rata assessments. The HOA Sale Fees described in this Notice are not refundable by the Association or its manager, and may not be regarded as a prepayment of or credit against assessments. HOA Sale Fees generally fall into two categories - budget enhancing fees, such as contributions to the reserve or operating funds of the Association, and administrative fees, such as fees for resale certificates, estoppel certificates, copies of governing documents, compliance inspections, ownership record changes, and priority processing. The budget enhancing fees are known as Conveyance Fees or Initiation Fees, as authorized by Section 10.16 of the Declaration (added in March 2006 by the Fifth Amendment, and revised and restated by the 2006 Ratification, Notification & Amendment of Declaration).

**WHO PAYS?** HOA Sale Fees may be paid by either the seller or the buyer, per their negotiations, and are typically collected at closing. If the HOA Sale Fees are not collected at closing, the buyer remains liable to the Association or to the manager, as applicable, for the fee until the fee is received. HOA Sales Fees may not be avoided by effecting the transfer without the services of a title company.

**EXCLUSIONS.** The following transfers are not subject to or liable for HOA Sale Fees: (1) conveyance of a vacant lot by Declarant to a Builder; (2) foreclosure of a mortgagee's deed of trust lien, a tax lien, or the Association's assessment lien; (3) conveyance by a mortgagee who acquires title by foreclosure or deed in lieu of foreclosure; (4) transfer to, from, or by the Association; (5) voluntary transfer by an owner to one or more co-owners, or to the owner's spouse, child, or parent; (6) a transfer by a fiduciary in the course of administering a decedent's estate, guardianship, conservatorship, or trust; (7) a conveyance pursuant to a court's order, including a transfer by a bankruptcy trustee; or (8) a disposition by a government or governmental agency.

**BUYING A NEW HOME?**

**HOW MUCH?** The transfer of a lot with a new home incurs the following HOA Sale Fees: (1) to the Association, an Initiation Fee in the amount of **\$100.00**, which goes to the Association's **operating funds**, and (2) to the Association's manager, its customary administrative fees.

**BUYING A USED HOME - A RESALE?**

**HOW MUCH?** The transfer of a resale home incurs the following HOA Sale Fees: (1) to the Association, a Conveyance Fee in the amount of **\$150.00** per lot, all of which is applied to the Association's **reserve funds**, and (2) to the Association's manager, its customary administrative fees. The Conveyance Fee will continue to be in the amount of **\$150.00** per lot until a different amount or basis is established by the Association's Board of Directors, in accordance with Section 10.16(3) of the Declaration, and stated in a publicly posted or recorded Notice of HOA Sale Fees.

*(End of Exhibit H)*

**EXHIBIT I**  
**PURCHASERS COVENANTS DURING CLASS B MEMBER CONTROL PERIOD**

Each Owner of a Providence home, by the act of accepting an interest in or title to a Lot during the Class B Member Control Period, whether or not it is so expressed in the instrument of conveyance, acknowledges, understand, covenants, and agrees to each of the following statements:

1. Declarant is not the Builder from whom Owner is purchasing the home.
2. Providence is a planned community, the initial development and marketing of which is likely to extend over many years, even decades.
3. During the Class B Member Control Period, the Declarant and the Builders have rights and opportunities for marketing Providence and the homes that are not available to individual homeowners who desire to market their homes for sale. If Owner tries to resell his home during the Class B Member Control Period he will be competing against Builders with new houses and a marketing advantage.
4. Providence is not located within a city, and is located within a water conservation and improvement district that also serves as a road district and as a fresh water supply district.
5. Owner has read and understands the significance of this Declaration of Covenants, Conditions, and Restrictions for Providence, and the amendments and supplements thereto, which contains important information about the nature and ownership of Providence and Owner's obligations.
6. Declarant has reserved for itself the right to control the Association until Providence is fully phased and developed, and after 75 percent of the Lots are sold and closed to homebuyers.
7. Declarant or its appointees are the Architectural Reviewer during the Class B Member Control Period. Neither the Owners nor the Association have a voice in the architectural review and approval of new homes on vacant Lots.
8. Declarant's development plan for Providence is subject to change during the Class B Member Control Period to respond to perceived or actual changes and opportunities in the marketplace.
9. Subject to the approval of governmental entities, if applicable, Declarant may (1) change the sizes, dimensions, and configurations of Lots and streets; (2) change the minimum dwelling size; (3) change the minimum Lot size; (4) change the building setback requirements; (5) change the nature, number, and location of components of the Providence Common Properties; and (6) eliminate or modify any other feature of the Property.
10. In purchasing his Lot, Owner has not relied on any representation, warranty, or assurance - verbal or otherwise - by any person as to (1) the design, construction, completion, development, use, benefits, or value of Providence or the Providence Common Properties; (2) the number, types, sizes, prices, or designs of homes to be built in any part of Providence; or (3) the type, number, or quality of improvements on the Common Properties.

11. The Association may not protest or use Association funds to oppose Declarant's development or marketing plan for Providence or the use of the Providence Common Properties by Declarant or Builders pursuant to the Declaration.
12. Owner will execute a version of these covenants at or prior to closing if so requested by the title company, Declarant, or a Builder, although failure to execute the document does not affect the validity of this Exhibit to the Declaration or its application to the Owner or the Owner's Lot.
13. Whether or not executed by Owner, these covenants run with the land and bind Owner and Owner's successors and assigns.

*(End of Exhibit I)*

**AFTER RECORDING, PLEASE RETURN TO:**

Ms. Sharon Reuler ■ SettlePou • Attorneys  
3333 Lee Parkway, Eighth Floor  
Dallas, Texas 75219

Denton County  
Cynthia Mitchell  
County Clerk  
Denton, TX 76202



70 2006 00034600

Instrument Number: 2006-34600

As

Recorded On: March 27, 2006

Amendment

Parties: VALERIAN PROPERTIES ASSOCIATES LP

To

Billable Pages: 4

Number of Pages: 4

Comment:

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

Amendment	28.00
Total Recording:	28.00

\*\*\*\*\* 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: 2006-34600  
Receipt Number: 275873  
Recorded Date/Time: March 27, 2006 10:27A

**Record and Return To:**

VALERIAN PROPERTIES ASSOCIATES LP  
8222 DOUGLAS AVE STE 660  
DALLAS TX 75225

User / Station: K Kirby - Cash Station 2



THE STATE OF TEXAS }  
COUNTY OF DENTON }

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

*Cynthia Mitchell*

County Clerk  
Denton County, Texas

**NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OF THE FOLLOWING INFORMATION FROM THIS INSTRUMENT BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.**

After recording, return to:  
Valerian Properties Associates, L.P.  
8222 Douglas Ave., Suite 660  
Dallas, Texas 75225

Cross-Reference: Declaration	Volume 5105
	Page 2787
First Amendment	Volume 5198
	Page 2470
First Supplement & Second Amendment:	Volume 5270
	Page 5324
Third Amendment:	Doc #2004-15170
Second Supplement:	Doc #2004-17855
Third Supplement:	Doc#2004-106622
Fourth Supplement:	Doc#2005-85675
Fourth Amendment:	Doc#2005-151285

**FIFTH AMENDMENT TO DECLARATION OF  
COVENANTS, CONDITIONS AND RESTRICTIONS FOR  
PROVIDENCE  
DENTON COUNTY, TEXAS**

THIS FIFTH AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR PROVIDENCE, DENTON COUNTY, TEXAS (this "Fifth Amendment") is made effective as of the 23<sup>rd</sup> day of March, 2006, by Valerian Properties Associates, L.P., a Delaware limited partnership ("Declarant").

**WITNESSETH**

WHEREAS, on June 10, 2002, Declarant executed that certain Declaration of Covenants, Conditions and Restrictions for Providence, Denton County, Texas (the "Original Declaration"), recorded in Volume 5105, Page 2787 of the Real Property Records of Denton County, Texas; and

WHEREAS, on October 17, 2002, Declarant executed that certain FHA Amendment to Declaration of Covenants, Conditions and Restrictions for Providence (the "First Amendment"), therein amending the Original Declaration, which First Amendment is recorded in Volume 5198, Page 2470 of the Real Property Records of Denton County, Texas, and on January 28, 2003, Declarant executed that certain First Supplemental Declaration and Second Amendment of

Covenants, Conditions and Restrictions for Providence, recorded in Volume 5270, page 5324 of the Real Property Records of Denton County, Texas (the "First Supplement and Second Amendment"), and on February 3, 2004, Declarant executed that certain Third Amendment to Declaration of Covenants, Conditions and Restrictions for Providence filed under Clerk's File No. 2004-15170 in the Office of the County Clerk of Denton County, Texas (the "Third Amendment"), on February 4, 2004, Declarant, executed that certain Second Supplemental Declaration of Covenants, Conditions and Restrictions for Providence filed under Clerk's File No. 2004-17855 (the "Second Supplement"), on July 13, 2004, Declarant, executed that certain Third Supplemental Declaration of Covenants, Conditions and Restrictions for Providence filed under Clerk's File No. 2004-106622 (the "Third Supplement"), on June 20, 2005, Declarant, executed that certain Fourth Supplemental Declaration of Covenants, Conditions and Restrictions for Providence filed under Clerk's File No. 2005-85675 (the "Fourth Supplement"), and on July 25, 2005, Declarant executed that certain Fourth Amendment to Declaration of Covenants, Conditions and Restrictions for Providence, Denton County, filed under Clerk's File No. 2005-151285 (the "Fourth Amendment") (the Original Declaration together with the First Amendment, the First Supplement and Second Amendment, the Third Amendment, the Second Supplement, the Third Supplement, the Fourth Supplement and the Fourth Amendment are herein collectively called, the "Declaration"); and

WHEREAS, Article VII, Section 7.1 of the Declaration provides that the Declaration may be amended by an instrument containing such amendment recorded in the Public Real Estate Records of Denton County and having the written consent of Declarant and 67% of the votes of the Association; and

WHEREAS, Declarant is the Class "B" member and Declarant has in excess of 67% of the votes of the Association as of the date of this Fifth Amendment.

NOW, THEREFORE, Declarant hereby modifies and amends the Declaration, as follows:

Section 10.1 of the Declaration is hereby amended and supplemented to add the following provision:

Conveyance Fees.

In addition to the annual assessments, special assessments and individual special assessments referenced in Article X of the Declaration, a conveyance fee ("Conveyance Fee") in an amount equal to one-fourth of one percent (0.25%) of the Sales Price (hereafter defined) shall be levied by the Association on each Lot resold from and after the date hereof, provided, however, the Conveyance Fee will not be applicable to the sale of a Lot to a builder or to the initial sale of a home by a builder. After the initial sale of a home by a builder, the Conveyance Fee shall be collected by the title company at each closing on the resale of a Lot



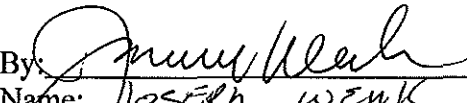
and paid by the buyer directly to the Association, or the same shall be collected in such other manner as the Board shall from time to time determine. The Conveyance Fee shall be utilized for the purpose of setting up a reserve fund for the repair, construction and replacement of Common Properties as provided for in the Declaration. For purposes of this provision, the term "Sales Price" shall be defined as the gross sales price stated in a contract for the purchase and sale of a Lot and/or home.

IN WITNESS WHEREOF, Declarant has executed this Fifth Amendment to Declaration of Covenants, Conditions and Restrictions for Providence on the day and year first above written.

**DECLARANT:**

**Valerian Properties Associates, L.P.**, a Delaware limited partnership

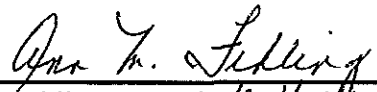
By: First Regency Enterprises, Inc., a Delaware corporation, its general partner

By:   
Name: Joseph Wenk  
Title: Authorized Representative

STATE OF New York :

COUNTY OF New York :

This instrument was acknowledged before me on this 23<sup>rd</sup> day of March, 2006, by Joseph Wenk, Authorized Representative of First Regency Enterprises, Inc., a Delaware corporation, the general partner of Valerian Properties Associates, L.P., a Delaware limited partnership, for and on behalf of said limited partnership.

  
Notary Public, State of New York

**After Recording, Return to:**  
Valerian Properties Associates, L.P.  
8222 Douglas Avenue, Suite 660  
Dallas, Texas 75225

ANN M. FEHLING  
NOTARY PUBLIC, State of New York  
No. 01FES076126  
Qualified in Nassau County  
Commission Expires April 14, 2007

Denton County  
Cynthia Mitchell  
County Clerk  
Denton, TX 76202



70 2005 00151285

Instrument Number: 2005-151285

Recorded On: December 06, 2005  
As Declaration

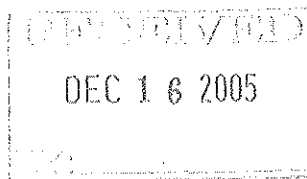
Parties: VALERIAN PROPERTIES ASSOCIATES LP  
To

Billable Pages: 6  
Number of Pages: 6

Comment:

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

Declaration	36.00
Total Recording:	36.00



\*\*\*\*\* 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: 2005-151285  
Receipt Number: 247853  
Recorded Date/Time: December 06, 2005 02:02P

**Record and Return To:**

VALERIAN PROPERTIES ASSOCIATES LP  
8222 DOUGLAS AVENUE SUITE 660  
DALLAS TX 75225

User / Station: P Sallee - Cash Station 4



THE STATE OF TEXAS }  
COUNTY OF DENTON }

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

*C. Mitchell*

County Clerk  
Denton County, Texas

**NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OF THE FOLLOWING INFORMATION FROM THIS INSTRUMENT BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.**

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Valerian Properties Associates, L.P.  
8222 Douglas Ave., Suite 660  
Dallas, Texas 75225

Cross-Reference: Declaration

Volume 5105

Page 2787

First Amendment

Volume 5198

Page 2470

First Supplement &

Second Amendment: Volume 5270

Page 5324

Third Amendment: Doc #2004-15170

Second Supplement: Doc #2004-17855

Third Supplement: Doc#2004-106622

Fourth Supplement: Doc#2005-85675

**FOURTH AMENDMENT TO DECLARATION OF  
COVENANTS, CONDITIONS AND RESTRICTIONS FOR  
PROVIDENCE  
DENTON COUNTY, TEXAS**

THIS FOURTH AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR PROVIDENCE, DENTON COUNTY, TEXAS (this "Fourth Amendment") is made effective as of the 25th day of July, 2005, by **Valerian Properties Associates, L.P.**, a Delaware limited partnership ("Declarant").

**WITNESSETH**

WHEREAS, on June 10, 2002, Declarant executed that certain Declaration of Covenants, Conditions and Restrictions for Providence, Denton County, Texas (the "Original Declaration"), recorded in Volume 5105, Page 2787 of the Real Property Records of Denton County, Texas; and

WHEREAS, on October 17, 2002, Declarant executed that certain FHA Amendment to Declaration of Covenants, Conditions and Restrictions for Providence (the "First Amendment"), therein amending the Original Declaration, which First Amendment is recorded in Volume 5198, Page 2470 of the Real Property Records of Denton County, Texas, and on January 28, 2003, Declarant executed that certain First Supplemental Declaration and Second Amendment of Covenants, Conditions and Restrictions for Providence, recorded in Volume 5270, page 5324 of the Real Property Records of Denton County, Texas (the "First Supplement and Second Amendment"), and on February 3, 2004, Declarant executed that certain Third Amendment to Declaration of Covenants, Conditions and Restrictions for Providence filed under Clerk's File No. 2004-15170 in the Office of the County Clerk of Denton County, Texas (the "Third

Amendment”), on February 4, 2004, Declarant, executed that certain Second Supplemental Declaration of Covenants, Conditions and Restrictions for Providence filed under Clerk’s File No. 2004-17855 (the “Second Supplement”), on July 13, 2004, Declarant, executed that certain Third Supplemental Declaration of Covenants, Conditions and Restrictions for Providence filed under Clerk’s File No. 2004-106622 (the “Third Supplement”), and on June 20, 2005, Declarant, executed that certain Fourth Supplemental Declaration of Covenants, Conditions and Restrictions for Providence filed under Clerk’s File No. 2005-85675 (the “Fourth Supplement”) (the Original Declaration together with the First Amendment, the First Supplement and Second Amendment, the Third Amendment, the Second Supplement, the Third Supplement, and the Fourth Supplement, are herein collectively called, the “Declaration”); and

WHEREAS, in accordance with Article XII, Section 12.1 of the Declaration, Declarant has the sole right to “review, determine and enforce the architectural control of the Lots,” and in accordance with Article VII, as a Class B Member representing at least 67% of the votes in the Association, Declarant may amend the Declaration; and

WHEREAS, Declarant desires to amend the Declaration as to certain architectural matters to provide for variances on a case-by-case basis, to amend the provisions pertaining to signs, to amend the requirements for a quorum, and certain other matters as contained herein.

NOW, THEREFORE, pursuant to Articles VII and XII of the Declaration, Declarant hereby modifies and amends the Declaration, as follows:

1. Declarant hereby inserts the following Section 2.14 under Article II of the Declaration:

Section 2.14 Variances.

Declarant shall have the sole right to grant variances modifying the architectural requirements set forth in this Article II on a case by case basis after Declarant’s review of any such request and provided (i) the requested variance is in keeping with the architectural concept of the residence on which the variance is requested, and (ii) the residence continues to be consistent with the architectural concept of the neighborhood in which it is situated.

2. Section 2.5(k) under Article II of the Declaration is hereby deleted in its entirety and the following is inserted in its place:

Section 2.5(k) Signs.

Except for the below-specified signs, no sign or unsightly object (including “yard art”) may be erected, placed, or permitted to remain on the Property or to be visible from windows in the dwelling without the board’s prior written approval. The board’s approval may specify the location, nature, appearance, dimensions, number, and time period of a sign or object. The Association may effect the removal of any sign or object that violates this Section or which the board deems inconsistent with neighborhood standards without liability for trespass or any other liability connected with the removal. The following signs are permitted during applicable periods, provided an owner’s exercise of this right

is not excessive or abusive to the neighborhood:

- a. One professionally-made sign of not more than 5 square feet advertising the lot for sale or for rent. During the Development Period, the sign must conform to the sign requirements in Appendix C and standard broker signs are not permitted. After the Development Period, the sign must conform to any sign specifications maintained by the Association.
- b. One professionally-made security service sign of not more than one square foot.
- c. Standard size political yard signs which may be erected no earlier than 6 weeks before an election, and which must be removed within 7 days after the election for which the sign is displayed.
- d. One sign celebrating an event or an accomplishment, such as a baby's arrival or a child's school achievement, provided the sign is tasteful, modest in size, and removed within 7 days after it is erected.
- e. A temporary sign identifying the home as the site of a social event is permitted for 24 hours.

**DURING THE DEVELOPMENT PERIOD, THE DEVELOPER AND BUILDERS ARE EXEMPT FROM THE SIGN REQUIREMENTS LISTED ABOVE PROVIDED SUCH SIGN IS FOR THE PURPOSE OF ADVERTISING THE PROPERTY DURING THE CONSTRUCTION AND SALES PERIOD. EACH SIGN SHALL COMPLY WITH ALL STATUTES, LAWS OR ORDINANCES GOVERNING SIGNS. THE BOARD OF DIRECTORS OR ITS AGENTS SHALL HAVE THE RIGHT TO REMOVE ANY SIGN, BILLBOARD OR OTHER ADVERTISING STRUCTURE THAT DOES NOT COMPLY WITH THE ABOVE, AND IN SO DOING SHALL NOT BE SUBJECT TO ANY LIABILITY FOR TRESPASS OR OTHERWISE IN CONNECTION WITH SUCH REMOVAL.**

3. Declarant hereby deletes Section 8.3.2 in its entirety and the following is inserted in its place:

Section 8.3.2 A quorum is required for any action referred to in Section 8.3.1 and, unless otherwise provided, for any action for which a percentage vote at a meeting is required. A quorum shall be determined as set forth in this Section 8.3.2. The first time a meeting is called, whether regular or special, the presence at the meeting of Members, or of proxies, entitled to cast at least ten percent (10%) of all of the votes of the Association's Members, without regard to class, shall constitute a quorum. If the required quorum is not present at the meeting, additional meetings may be called, subject to the notice requirement hereinabove set forth, and the required quorum at such second meeting shall be one-half (1/2) of the required quorum at the preceding meeting; provided, however, that no such second meeting shall be held more than sixty (60) days following the first meeting, or the process must be repeated.

4. Declarant hereby includes the following provisions in Section 2.5 of the Declaration.

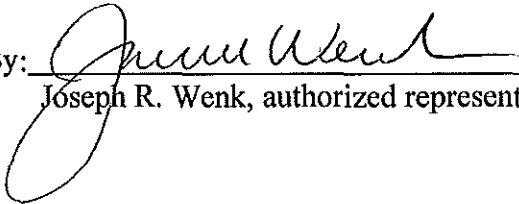
- a. There shall be no parking or standing of vehicles of any kind in the streets in front of the mailboxes.
- b. Dogs that bark excessively shall not be allowed outdoors or in any part of the neighborhood where such barking disturbs other residents.

IN WITNESS WHEREOF, Declarant has executed this Fourth Amendment to Declaration of Covenants, Conditions and Restrictions for Providence on the day and year first above written.

**DECLARANT:**

**Valerian Properties Associates, L.P.**, a Delaware limited partnership

By: First Regency Enterprises, Inc., its general partner

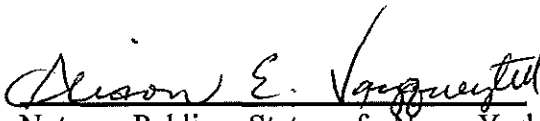
By:   
Joseph R. Wenk, authorized representative

STATE OF NEW YORK:

COUNTY OF New York

This instrument was acknowledged before me on this 17<sup>th</sup> day of October, 2005, by Joseph R. Wenk, authorized representative of First Regency Enterprises, Inc., general partner of Valerian Properties Associates, L.P., a Delaware limited partnership, for and on behalf of said limited partnership.

ALISON E. VAZQUEZTELL  
Notary Public, State of New York  
No. 01VA5082616  
Qualified in Suffolk County  
Commission Expires July 28, 2009

  
Notary Public, State of New York


**After Recording, Return to:**

Valerian Properties Associates, L.P.  
8222 Douglas Avenue, Suite 660  
Dallas, Texas 75225

APPENDIX C

24"

36"




**PROVIDENCE**  
**For Sale**  
Jody Kirby  
Coldwell Banker  
214-555-0125

All White Graphics on  
a PMS 3302 Green BKG  
DF Aluminum In Wrap Frame

24"

36"



**PROVIDENCE**  
**For Lease**  
Jody Kirby  
Coldwell Banker  
214-555-0125

All White Graphics on  
a PMS 3302 Green BKG  
DF Aluminum In Wrap Frame

Denton County  
Cynthia Mitchell  
County Clerk  
Denton, TX 76202



70 2005 00085675

Instrument Number: 2005-85675

Recorded On: July 14, 2005

As  
Declaration

Parties: VALERIAN PROPERTIES ASSOCIATES

Billable Pages: 7

To

Number of Pages: 7

Comment:

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

Declaration	26.00
Total Recording:	26.00

\*\*\*\*\* 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: 2005-85675  
Receipt Number: 209867  
Recorded Date/Time: July 14, 2005 03:47P

**Record and Return To:**

VALERIAN PROPERTIES ASSOCIATES LP  
8222 DOUGLAS AVE STE 660  
DALLAS TX 75225

User / Station: J Robinson - Cash Station 3



THE STATE OF TEXAS }  
COUNTY OF DENTON }

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

*C. Mitchell*

County Clerk  
Denton County, Texas



**FOURTH SUPPLEMENTAL DECLARATION  
OF  
COVENANTS, CONDITIONS AND RESTRICTIONS FOR  
PROVIDENCE**

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A. Valerian Properties Associates, L.P., a Delaware limited partnership ("**Declarant**"), is the developer of Providence, a phased planned development located in Denton County, Texas, which is subject to the Declaration of Covenants, Conditions and Restrictions for Providence, recorded on June 12, 2002, as Document No. 2002-R0073755, in Volume 5105, Page 02787, Real Property Records, Denton County, Texas, as amended and supplemented, including the following instruments: (collectively, the "**Declaration**")

- First Supplemental Declaration and Second Amendment of Covenants, Conditions and Restrictions for Providence, recorded on February 11, 2003, as Document No. 2003-R0021879, in Volume 5270, Page 05324, Real Property Records, Denton County, Texas.
- Third Amendment to Declaration of Covenants, Conditions and Restrictions for Providence, recorded on February 5, 2004, as Document No. 2004-15170, Real Property Records, Denton County, Texas.
- Second Supplemental Declaration of Covenants, Conditions and Restrictions for Providence, recorded on February 11, 2004, as Document No. 2004-17855, Real Property Records, Denton County, Texas.
- Third Supplemental Declaration of Covenants, Conditions and Restrictions for Providence, recorded on August 11, 2004, as Document No. 2004-106622, Real Property Records, Denton County, Texas.

B. As provided by Section 14.1 of the Declaration, Declarant has the unilateral right to expand the Property by amending the Declaration to submit additional real property to the terms and provisions of the Declaration.

C. Declarant desires to submit the real property described in Exhibit A (hereafter referred to as the "**additional land**") to the provisions of the Declaration.

D. Although plats of the additional land are not recorded in the Plat Records of Denton County, Texas, on the date of this Fourth Supplemental Declaration, all of the additional land has been preliminarily platted into house lots, common areas, streets, and other features, pending final approval, execution, and recording.

E. To facilitate the calculation of votes appurtenant to the additional land, Exhibit B of this Fourth Supplemental Declaration summarizes the number and distribution of house lots on the additional land.

F. By recording this Fourth Supplemental Declaration, Declarant submits the property described in Exhibit A to the provisions of the Declaration.

**AMENDMENT**

Appendix A of the Declaration, which describes real property subject to the Declaration, is hereby amended by the addition of the real property described in Exhibit A to this Fourth Supplemental Declaration, which is incorporated herein by reference.

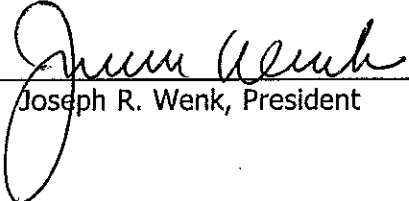
**INFORMATIONAL**

Exhibit B to this Fourth Supplemental Declaration, which is incorporated herein by reference, describes the preliminary platting of the land described by metes and bounds in Exhibit A.

**SIGNED** on this 20 day of June 2005.

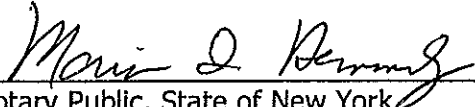
**VALERIAN PROPERTIES ASSOCIATES, L.P.,**  
a Delaware limited partnership

By: FIRST REGENCY ENTERPRISES, INC., a  
Delaware corporation, its general partner

By:   
Joseph R. Wenk, President

STATE OF NEW YORK §  
  §  
COUNTY OF NEW YORK §

This instrument was acknowledged before me on the 20<sup>th</sup> day of June 2005 by Joseph R. Wenk, President of First Regency Enterprises, Inc., a Delaware corporation on behalf of the corporation in its capacity as general partner of Valerian Properties Associates, L.P., a Delaware limited partnership, on behalf of the limited partnership.

  
Notary Public, State of New York

MARIA I. HERNANDEZ  
Notary Public, State Of New York  
No. 01HE6067170  
Qualified In Suffolk County  
Commission Expires December 3, 2005

**EXHIBIT A**  
**DESCRIPTION OF ADDITIONAL LAND**

**TRACT ONE - 194.921 ACRES**

BEING a tract of land situated in the JAMES BRIDGES SURVEY, ABSTRACT NO. 36, in Denton County, Texas, and being part of a called 114.4193 acre tract of land described in a deed from Neta Stallings to Sherry Stallings, Ronald Bailey Stallings and Dennis Stallings recorded as County Clerk's Document Number 94-R0094767 in the Real Property Records of Denton County, Texas, and all of a called 84.04 acre tract of land described in a deed from Neta Smith Stallings to Sherry Stallings (31%) and Dennis Stallings (31%) recorded in Volume 4797, Page 2057 of said Real Property Records, and being more particularly described as follows:

BEGINNING at a 1/2-inch iron rod found for a re-entry corner on said 114.4193 acre tract, said point also being the north west corner of a called 14.991 acre tract of land described in a deed from Thomas R. Willett and Denise M. Willett to Providence Properties Associates, L. P., recorded in Volume 5076, Page 326 of said Real Property Records;

THENCE South 01 degree 06 minutes 21 seconds West, along the west line of said 14.991 acre tract and the west line of the remainder of a called 25.70 acre tract described in a deed to Dennis Stallings recorded as County Clerk's Document Number 94-R0042718 of said Real Property Records, a distance of 1544.45 feet to a 5/8-inch iron rod with cap stamped "PETITT-RPLS 4087" set at the southwest corner of said 25.70 acre tract in the general center of Fish Trap Road (undedicated public road);

THENCE North 87 degrees 40 minutes 47 seconds West, generally along the center of Fish Trap Road and the south line of said 114.4193 acre tract, a distance of 1164.31 feet to a 5/8-inch iron rod with cap stamped "PETITT-RPLS 4087" set for the southeast corner of a called 5.00 acre tract of land described in a deed to Howard J. Frank and Judy A. Frank recorded in Volume 4471, Page 1236 of said Real Property Records;

THENCE North 02 degrees 21 minutes 36 seconds East, along the east line of said 5.00 acre tract, a distance of 839.05 feet to a 1/2-inch iron rod found in the south line of a called 28.215 acre tract of land described as First Tract in a deed to J. H. Byrom recorded in Volume 319, Page 375 of said Real Property Records, said point being the northeast corner of said 5.00 acre tract;

THENCE North 87 degrees 51 minutes 49 seconds East, along the south line of said 28.215 acre tract, a distance of 394.42 feet to a 5/8-inch iron rod with cap stamped "PETITT-RPLS 4087" set for the southeast corner thereof;

THENCE North 01 degree 18 minutes 59 seconds East, along the east line of said 28.215 acre tract, a distance of 772.33 feet to a 5/8-inch iron rod with cap stamped "PETITT-RPLS 4087" set for the northeast corner thereof;

THENCE North 89 degrees 19 minutes 51 seconds West, along the north line of said 28.215 acre tract, a distance of 1627.10 feet to a 5/8-inch iron rod with cap stamped "PETITT-RPLS 4087" set at the most westerly southwest corner of said 114.4193 acre tract in the general center of Dr. Sanders Road (undedicated public road);

THENCE North 01 degree 40 minutes 41 seconds East, generally along the center of Dr. Sanders Road and the west line of said 114.4193 acre tract, a distance of 2288.75 feet to a 5/8-inch iron rod with cap stamped "PETITT-RPLS 4087" set at the northwest corner of said 114.4193 acre tract;

THENCE North 89 degrees 22 minutes 47 seconds East, along the north line of said 114.4193 acre tract and the north line of said 84.04 acre tract, a distance of 2532.50 feet to a 5/8-inch iron rod with cap stamped "PETITT-RPLS 4087" set at the most northerly northeast corner of said 84.04 acre tract and a re-entrant corner in a called 29.465 acre tract of land described in a deed to Ruth E. Carter and Edith G. Sims recorded in Volume 1365, Page 635 of said Real Property Records;

THENCE South 00 degrees 20 minutes 24 seconds West, along the most northerly east line of said 84.04 acre tract and the most southerly west line of said 29.465 acre tract, a distance of 813.13 feet to a 5/8-inch iron rod with cap stamped "PETITT-RPLS 4087" set for the southwest corner of said 29.465 acre tract and a re-entrant corner in said 84.04 acre tract;

THENCE South 88 degrees 18 minutes 36 seconds East, along the south line of said 29.465 acre tract and the most easterly north line of said 84.04 acre tract, a distance of 596.00 feet to a 1/2-inch iron rod found for corner at a point in the west line of a called 5.000 acre tract of land described in a deed to Larry Andes and Judy Andes recorded as County Clerk's Document Number 95-R0036037 in said Real Property Records for the most easterly northeast corner of said 84.04 acre tract and the southeast corner of said 29.465 acre tract;

THENCE South 01 degree 43 minutes 49 seconds West, along the east line of said 84.04 acre tract, a distance of 1650.13 feet to a 5/8-inch iron rod with cap stamped "PETITT-RPLS 4087" set at the northeast corner of said 14.991 acre tract;

THENCE North 88 degrees 40 minutes 27 seconds West, along the north line of said 14.991 acre tract, a distance of 766.96 feet to the POINT OF BEGINNING and containing 8,490,750 square feet, or 194.921 acres of land, more or less.

### **TRACT TWO - 14.993 ACRES**

Being 14.993 acres of land situated in the James Bridges Survey, Abstract No.36, Denton County, Texas and being part of that certain tract conveyed to Dennis Stallings recorded in County Clerk's File No. 94-R0042718 and part of the remnant of that certain tract conveyed to Sherry Stallings, Ronald Bailey Stallings and Dennis Stallings as recorded in County Clerk's File No. 94-R0094767, all of the Deed Records, Denton County, Texas and being more particularly described as follows;

BEGINNING at a 1/2-inch iron rod found for the southeast corner of said 14.993 acre tract, said point being in the west right-of-way line of F.M. 2931(a 100 foot right-of-way):

THENCE South 89°50'47" West, leaving the west line of said F.M. 2931 and along the south line of said 14.993 acre tract a distance of 740.60 feet to a 1/2-inch iron rod found for the southwest corner of said 14.993 acre tract:

THENCE North 01°31'07" East, along the west line of said 14.993 acre tract a distance of 877.46 feet to a 1/2-inch iron rod found for the northwest corner of said 14.993 acre tract:

THENCE South 88°15'41" East, along the north line of said 14.993 acre tract a distance of 767.35 feet to a 5/8-inch iron rod with cap (stamped PETITT-RPLS 4087) set for the northwest corner of said 14.993 acre tract, said point being in the west line of the Wayne D. Hollar and wife, Sandra J. Hollar as recorded in Volume 622, Page 515 of said Deed records:

THENCE South 02°11'44" West, along the east line of said 14.993 acre tract and the west line of said Hollar tract5 a distance of 426.68 feet to a 5/8-inch iron rod with cap set for corner, said point being in

the west right-of-way line of said F.M. 2931 and being in a non-tangent curve to the left having a radius of 1959.87 feet and a chord that bears South 05°47'35" West a distance of 298.01 feet;

THENCE in a southwesterly direction along said curve to the left, the west line of said F. M. 2931 and the east line of said 14.993 acre tract, through a central angle of 08°43'14" passing at an arc distance of 250.84 feet a 1/2-inch iron rod found for the southeast corner of said 12.00 acre tract, continuing in all an arc distance of 298.29 feet to 5/8-inch iron rod with cap set for corner;

THENCE South 01°25'58" West, continuing along the west line of said F. M. 2931 and the east line of said 14.993 acre tract, a distance of 129.07 feet the POINT OF BEGINNING and containing 14.993 acres of land more or less.

### **TRACT THREE - 0.311 ACRE**

BEING a tract of land situated in the JAMES BRIDGES SURVEY, ABSTRACT NO. 36 in Denton County, Texas, and being part of a called 3.985 acre tract of land described in a deed to Wayne D. Hollar and wife Sandra J. Hollar recorded in Volume 622, Page 515 of the Real Property Records of Denton County, Texas, and being more particularly described as follows:

BEGINNING at the intersection of the west line of said Hollar tract which is also the east line of a called 14.991 acre tract described in a deed to Providence Properties Associates, L. P., recorded in Volume 5076, Page 326 of said Real Property Records, with the west right-of-way line of F. M. Road No. 2931 (100' right-of-way);

THENCE North 01 degree 57 minutes 18 seconds East, along the common line between said Hollar tract and said Providence tract, a distance of 359.07 feet to a point on a steel pipe fence;

THENCE North 88 degrees 12 minutes 21 seconds East, generally along said pipe fence, a distance of 48.62 feet to an angle point;

THENCE North 83 degrees 53 minutes 05 seconds East, continuing along said fence, a distance of 36.67 feet to an angle point;

THENCE North 54 degrees 33 minutes 38 seconds East, continuing along said fence, a distance of 6.30 feet to a point on the west right-of-way line of F. M. 2931 (100' right-of-way);

THENCE Southwesterly, along the west right-of-way line of F. M. Road No. 2931 and along a non-tangent curve to the left which has a chord that bears South 15 degrees 33 minutes 26 seconds West for 381.94 feet, a central angle of 11 degrees 11 minutes 01 second and a radius of 1959.87 feet, for an arc distance of 382.55 feet to the POINT OF BEGINNING and containing 13,540 square feet, or 0.311 acre of land, more or less.

*(End of Exhibit A)*

**EXHIBIT B**  
**SUMMARY OF PRELIMINARY PLATS**  
**OF ADDITIONAL PROVIDENCE LAND**

**THE DATA CONTAINED IN THIS EXHIBIT ARE FOR INFORMATIONAL PURPOSES, AND ARE SUBJECT TO CHANGE BY PUBLIC AUTHORITIES UNTIL THE PLATS ARE FINALIZED, EXECUTED, AND RECORDED.** Declarant may revise and restate this information in a Notice of Platting to be recorded after plats for all of the additional land have been publicly recorded. In case of conflict between the information contained in this Exhibit B and a plat that is publicly recorded, the publicly recorded plat will control.

Preliminary Plat, **Island Village** at Providence, dated March 2005, is a 62.259-acre tract platted with common areas and the following 225 house lots:

Block A: Lots 1 - 92	Block E: Lots 1 - 18
Block B: Lots 2 - 46	Block F: Lots 1 - 11
Block C: Lots 1 - 18	Block G: Lots 1 - 23
Block D: Lots 1 - 18	

Preliminary Plat, **Island Village** at Providence **Phase 2**, dated March 2005, is a 3.385-acre tract platted with one commercial lot: Lot 1, Block B.

Preliminary Plat, **Harbor Village** at Providence **Phase 1**, dated March 2005, is a 28.04-acre tract platted with common areas and the following 69 house lots:

Block H: Lots 1 - 57  
Block V: Lots 1 - 12

Preliminary Plat, **Harbor Village** at Providence **Phase 2**, dated March 2005, is a 26.80-acre tract platted with common areas and the following 132 house lots:

Block H: Lots 58 - 108, 110 - 137, 139 - 154  
Block V: Lots 13 - 25  
Block W: Lots 1 - 24

Preliminary Plat, **Seaside Village** at Providence, dated March 2005, is a 54.185-acre tract platted with common areas and the following 304 house lots:

Block H: Lots 162 - 188	Block L: Lots 1 - 38
Block I ("eye"): Lots 1 - 34	Block M: Lots 1 - 3, 5 - 36
Block J: Lots 1 - 47	Block N: Lots 1 - 33
Block K: Lots 1 - 51	Block O: Lots 1 - 39

Preliminary Plat, **Eagle Village** at Providence, dated March 2005, is a 35.58-acre tract platted with common areas and the following 182 house lots:

Block A: Lots 93 - 113	Block S: Lots 1 - 25
Block P: Lots 1 - 36	Block T: Lots 1 - 34
Block Q: Lots 1 - 21	Block U: Lots 1 - 28
Block R: Lots 1 - 17	

After recording, please return to:

Valerian Properties Associates, L.P.  
8222 Douglas Avenue, Suite 660  
Dallas, Texas 75225

Denton County  
Cynthia Mitchell  
County Clerk  
Denton, TX 76202



70 2004 00106622

Instrument Number: 2004-106622

Recorded On: August 11, 2004  
As  
Declaration

Parties: VALERIAN PROPERTIES ASSOCIATES  
To

Billable Pages: 6  
Number of Pages: 6

Comment:

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

Declaration	24.00
Total Recording:	24.00

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

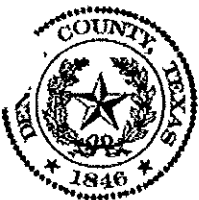
Any provision herein which restricts the Sale, Rental or use of the described REAL PROPERTY because of color or race is invalid and unenforceable under federal law.

**File Information:**

Document Number: 2004-106622  
Receipt Number: 130869  
Recorded Date/Time: August 11, 2004 01:26P  
User / Station: E McCorkle - Cash Station 2

**Record and Return To:**

DHI TITLE OF TEXAS  
4500 MERCANTILE PLAZA DR #108  
TONI CAMPBELL  
FT WORTH TX 76137



THE STATE OF TEXAS }  
COUNTY OF DENTON }

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

*C. Mitchell*  
County Clerk  
Denton County, Texas

#24-

DH1 Title Base File

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OF THE FOLLOWING INFORMATION FROM THIS INSTRUMENT BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

After recording, return to:  
Valerian Properties Associates, L.P.  
8222 Douglas Ave., Suite 660  
Dallas, Texas 75225

Cross-Reference: Declaration	Volume 5105
	Page 2787
FHA Amendment	Volume 5198
	Page 2470
First Supplement:	Volume 5270
	Page 5324
Third Amendment:	Doc #2004-15170
Second Supplement:	Doc #2004-17855

**THIRD SUPPLEMENTAL DECLARATION  
OF  
COVENANTS, CONDITIONS AND RESTRICTIONS FOR  
PROVIDENCE  
DENTON COUNTY, TEXAS**

THIS THIRD SUPPLEMENTAL DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR PROVIDENCE, DENTON COUNTY, TEXAS (this "Supplemental Declaration") is made as of the 13th day of July, 2004, by **Valerian Properties Associates, L.P.**, a Delaware limited partnership ("Declarant").

**WITNESSETH**

WHEREAS, on June 10, 2002, Declarant executed that certain Declaration of Covenants, Conditions and Restrictions for Providence, Denton County, Texas (the "Original Declaration"), recorded in Volume 5105, Page 2787 of the Real Property Records of Denton County, Texas; and

WHEREAS, on October 17, 2002, Declarant executed that certain FHA Amendment to Declaration of Covenants, Conditions and Restrictions for Providence (the "First Amendment"), therein amending the Original Declaration, which First Amendment is recorded in Volume 5198, Page 2470 of the Real Property Records of Denton County, Texas, and on January 28, 2003, Declarant executed that certain First Supplemental Declaration and Second Amendment of Covenants, Conditions and Restrictions for Providence, recorded in Volume 5270, page 5324 of the Real Property Records of Denton County, Texas (the "First Supplement and Second Amendment"), and on February 3, 2004, Declarant executed that certain Third Amendment to Declaration of Covenants, Conditions and Restrictions for Providence filed under Clerk's File No. 2004-15170 in the Office of the County Clerk of Denton County, Texas (the "Third Amendment"), and on February 4, 2004, Declarant, executed that certain Second Supplemental Declaration of Covenants, Conditions and Restrictions for Providence filed under Clerk's File



No. 2004-17855 (the "Second Supplement") (the Original Declaration together with the First Amendment and the First Supplement and Second Amendment, the Third Amendment, and the Second Supplement are herein collectively called, the "Declaration"); and

WHEREAS, in accordance with Article XIV of the Declaration, Declarant, may, without the joinder and consent of any person or entity, subject additional property to the Declaration; and

WHEREAS, Declarant desires to subject that certain real property described in **Exhibit A** attached hereto (the "Additional Property"), such Additional Property being CREEK VILLAGE AT PROVIDENCE, to the terms of the Declaration;

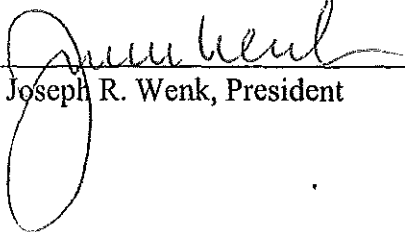
NOW, THEREFORE, pursuant to Article XIV of the Declaration, Declarant hereby submits and subjects the Additional Property to the provisions of the Declaration. Such Additional Property shall be sold, transferred, used, conveyed, occupied, and mortgaged or otherwise encumbered pursuant to the provisions of the Declaration, as amended and supplemented from time to time, which shall run with the title to such property and shall be binding upon all persons having any right, title, or any interest in such property, their respective heirs, legal representatives, successors, successors-in-title, and assigns.

IN WITNESS WHEREOF, Declarant has executed this Third Supplemental Declaration of Covenants, Conditions and Restrictions for Providence on the day and year first above written.

**DECLARANT:**

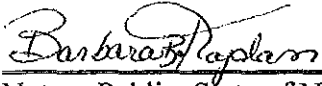
**Valerian Properties Associates, L.P.**, a Delaware limited partnership

By: First Regency Enterprises, Inc., its general partner

By:   
Joseph R. Wenk, President

STATE OF NEW YORK:  
COUNTY OF New York :

This instrument was acknowledged before me on this 22 day of July, 2004, by Joseph R. Wenk, President of First Regency Enterprises, Inc., general partner of Valerian Properties Associates, L.P., a Delaware limited partnership, for and on behalf of said limited partnership.

  
Notary Public, State of New York

**BARBARA S. KAPLAN**  
Notary Public, State of New York  
No. 01KA6105145  
Qualified in New York County  
Commission Expires February 2, 2008

**OWNER CONSENT AND JOINDER**

IN WITNESS WHEREOF, the undersigned, as the owner of all or a portion of the Additional Property, hereby consents to and joins with the within and foregoing Third Supplemental Declaration of Covenants, Conditions and Restrictions for Providence and the submission of that portion of the Additional Property which it owns to such Third Supplemental Declaration of Covenants, Conditions and Restrictions for Providence.

This \_\_\_\_\_ day of July, 2004.

**OWNER:**

**Continental Homes of Texas**, a Texas limited partnership

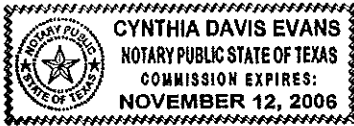
By: CHTEX of Texas, Inc., a Delaware corporation  
Its managing partner

By: David L. Booth  
Name: David L. Booth  
Its: Asst VP

STATE OF TEXAS:

COUNTY OF Dallas :

The foregoing instrument was acknowledged before me on this the 27 day of July, 2004, by David Booth, personally known to me to be the \_\_\_\_\_ of CHTEX of Texas, Inc., the managing partner of Continental Homes of Texas, a Texas limited partnership, for and on behalf of said limited partnership.



Cynthia Evans  
Notary Public, State of Texas

Notary's Name Printed:

Cynthia Evans

My Commission Expires: 11-12-06

**OWNER CONSENT AND JOINDER**

IN WITNESS WHEREOF, the undersigned, as the owner of all or a portion of the Additional Property, hereby consents to and joins with the within and foregoing Third Supplemental Declaration of Covenants, Conditions and Restrictions for Providence and the submission of that portion of the Additional Property which it owns to such Third Supplemental Declaration of Covenants, Conditions and Restrictions for Providence.

This 15 day of July, 2004.

**OWNER:**

Supreme Vision Homes, L.P., a Texas limited partnership

By: Supreme Vision Homes GP, LLC, its general partner

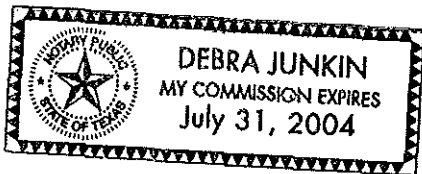
By: WH Management, Inc., its managing member

By: [Signature]  
Name: Philip Johns  
Its: President

STATE OF TEXAS:

COUNTY OF Dallas:

The foregoing instrument was acknowledged before me on this the 15 day of July, 2004, by Philip Johns, personally known to me to be the President of WH Management, Inc., the managing member of Supreme Vision Homes GP, LLC, general partner of Supreme Vision Homes, L.P., a Texas limited partnership, for and on behalf of said limited partnership.



Debra Junkin  
Notary Public, State of Texas

Notary's Name Printed:

Debra Junkin  
My Commission Expires: 7-31-04

EXHIBIT A

ADDITIONAL PROPERTY

All of CREEK VILLAGE AT PROVIDENCE, an addition in Denton County, Texas, according to the final plat thereof recorded in Cabinet V, Page 683 of the Plat Records of Denton County, Texas.

After recording, return to:  
Loni Campbell  
DHI Title of Texas, Ltd  
4500 Mercantile Plaza Dr. #108  
Ft. Worth, TX 76137

Denton County  
Cynthia Mitchell  
County Clerk  
Denton, TX 76202



70 2004 00015170

Instrument Number: 2004-15170

Recorded On: February 05, 2004  
As  
Amendment

Parties: VALERIAN PROPERTIES ASSOCIATES

To

Billable Pages: 4  
Number of Pages: 4

Comment:

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

Amendment	20.00
Total Recording:	20.00

\*\*\*\*\* 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: 2004-15170  
Receipt Number: 85675  
Recorded Date/Time: February 05, 2004 01:56P

**Record and Return To:**

VALERIAN PROPERTIES ASSOCIATES  
8222 DOUGLAS AVE STE 660  
DALLAS TX 75225

User / Station: E McCorkle - Cash Station 2



THE STATE OF TEXAS }  
COUNTY OF DENTON }

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

*Cynthia Mitchell*

County Clerk  
Denton County, Texas

RTT 08R25841(CRS) \$20.00

After recording, return to:  
Valerian Properties Associates, L.P.  
8222 Douglas Ave., Suite 660  
Dallas, Texas 75225

Cross-Reference:	Declaration	Volume 5105
		Page 2787
	FHA Amendment	Volume 5198
		Page 2470
	First Supplement:	Volume 5270
		Page 5324

**THIRD AMENDMENT TO DECLARATION OF  
COVENANTS, CONDITIONS AND RESTRICTIONS FOR  
PROVIDENCE  
DENTON COUNTY, TEXAS**

**CORRECTION INSTRUMENT**

THIS THIRD AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR PROVIDENCE, DENTON COUNTY, TEXAS – CORRECTION INSTRUMENT (this "Third Amendment") is made as of the 3<sup>rd</sup> day of February, 2004, by Valerian Properties Associates, L.P., a Delaware limited partnership ("Declarant").

**WITNESSETH**

WHEREAS, on June 10, 2002, Declarant executed that certain Declaration of Covenants, Conditions and Restrictions for Providence, Denton County, Texas (the "Original Declaration"), recorded in Volume 5105, Page 2787 of the Real Property Records of Denton County, Texas; and

WHEREAS, on October 17, 2002, Declarant executed that certain FHA Amendment to Declaration of Covenants, Conditions and Restrictions for Providence (the "First Amendment"), therein amending the Original Declaration, which First Amendment is recorded in Volume 5198, Page 2470 of the Real Property Records of Denton County, Texas, and on January 28, 2003, Declarant executed that certain First Supplemental Declaration and Second Amendment of Covenants, Conditions and Restrictions for Providence (the "First Supplement and Second Amendment") (the Original Declaration together with the First Amendment and the First Supplement and Second Amendment are herein collectively called, the "Declaration"); and

WHEREAS, the legal description attached to the Original Declaration was an incorrect legal description that inadvertently included certain commercially zoned land and a school site, such tracts being more particularly described on **Exhibit A** attached hereto (the "Commercial Land and School Site"), and it was never the intent nor desire of Declarant to include the Commercial Land and School Site within the Declaration, nor does a commercially zoned tract or school site fit the purposes or requirements of a residential lot; therefore Declarant desires for

this Third Amendment to serve as a corrective instrument simply to correct the error contained in the Original Declaration and to remove the Commercial Land and School Site from the Declaration in order to achieve the original intent of Declarant.

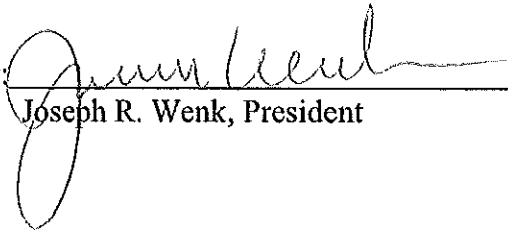
NOW, THEREFORE, in order to achieve and accomplish the original intent of Declarant, Declarant hereby amends Exhibit "A" to the Original Declaration and corrects the error contained in the Original Declaration by removing and withdrawing the Commercial Land and School Site from the Declaration. From and after the date of recording this Third Amendment, the Declaration shall have no further force or effect with respect to the Commercial Land and School Site.

IN WITNESS WHEREOF, Declarant has executed this Third Amendment to Declaration of Covenants, Conditions and Restrictions for Providence – Correction Instrument on the day and year first above written.

**DECLARANT:**

**Valerian Properties Associates, L.P.**, a Delaware limited partnership

By: First Regency Enterprises, Inc., its general partner

By:   
\_\_\_\_\_  
Joseph R. Wenk, President

STATE OF NEW YORK:

COUNTY OF New York:

This instrument was acknowledged before me on this 3<sup>rd</sup> day of February, 2004, by Joseph R. Wenk, President of First Regency Enterprises, Inc., general partner of Valerian Properties Associates, L.P., a Delaware limited partnership, personally known to me to be the person whose name is subscribed to the above instrument who acknowledged to me that he executed the instrument for the purpose and consideration therein expressed and in the capacity therein stated.

  
\_\_\_\_\_  
Notary Public, State of New York

ALISON E. VAZQUEZTELL  
Notary Public, State of New York  
No. 01VA5082616  
Qualified in Suffolk County  
Commission Expires July 28, 2005

## **EXHIBIT A**

### **Commercial Land:**

Lot 1, Block X, and Lot 1, Block Y, PROVIDENCE PHASE 1, an addition in Denton County, Texas, according to the map or plat thereof, recorded in Cabinet U, Page 404, Plat Records of Denton County, Texas.

### **School Site:**

Lot 22, Block A, PROVIDENCE PHASE 1, an addition in Denton County, Texas, according to the map or plat thereof, recorded in Cabinet U, Page 404, Plat Records of Denton County, Texas.



Denton County  
Cynthia Mitchell  
County Clerk  
Denton, TX 76202



70 2004 00017855

Instrument Number: 2004-17855

As

Restrictions

Recorded On: February 11, 2004

Parties: PROVIDENCE

To

Billable Pages: 6

Number of Pages: 6

Comment:

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

Restrictions	24.00
Total Recording:	24.00

\*\*\*\*\* 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: 2004-17855  
Receipt Number: 87024  
Recorded Date/Time: February 11, 2004 03:28P

**Record and Return To:**

VALERIAN PROPERTIES ASSOC  
8222 DOUGLAS AVE STE 660  
DALLAS TX 75225

User / Station: J Morris - Cash Station 1



THE STATE OF TEXAS }  
COUNTY OF DENTON }

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

*Cynthia Mitchell*

County Clerk  
Denton County, Texas

BZ4.50

DR # Title GF# Base

After recording, return to:  
Valerian Properties Associates, L.P.  
8222 Douglas Ave., Suite 660  
Dallas, Texas 75225

Cross-Reference:	Declaration	Volume 5105
		Page 2787
	FHA Amendment	Volume 5198
		Page 2470
	First Supplement:	Volume 5270
		Page 5324

**SECOND SUPPLEMENTAL DECLARATION  
OF  
COVENANTS, CONDITIONS AND RESTRICTIONS FOR  
PROVIDENCE  
DENTON COUNTY, TEXAS**

THIS SECOND SUPPLEMENTAL DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR PROVIDENCE, DENTON COUNTY, TEXAS (this "Supplemental Declaration") is made as of the 4<sup>th</sup> day of February, 2004, by **Valerian Properties Associates, L.P.**, a Delaware limited partnership ("Declarant").

**WITNESSETH**

WHEREAS, on June 10, 2002, Declarant executed that certain Declaration of Covenants, Conditions and Restrictions for Providence, Denton County, Texas (the "Original Declaration"), recorded in Volume 5105, Page 2787 of the Real Property Records of Denton County, Texas; and

WHEREAS, on October 17, 2002, Declarant executed that certain FHA Amendment to Declaration of Covenants, Conditions and Restrictions for Providence (the "First Amendment"), therein amending the Original Declaration, which First Amendment is recorded in Volume 5198, Page 2470 of the Real Property Records of Denton County, Texas, and on January 28, 2003, Declarant executed that certain First Supplemental Declaration and Second Amendment of Covenants, Conditions and Restrictions for Providence (the "First Supplement and Second Amendment") (the Original Declaration together with the First Amendment and the First Supplement and Second Amendment are herein collectively called, the "Declaration"); and

WHEREAS, in accordance with Article XIV of the Declaration, Declarant, may, without the joinder and consent of any person or entity, subject additional property to the Declaration; and

WHEREAS, Declarant desires to subject that certain real property described in **Exhibit A** attached hereto (the "Additional Property"), such Additional Property being PROVIDENCE PHASE 4, to the terms of the Declaration;

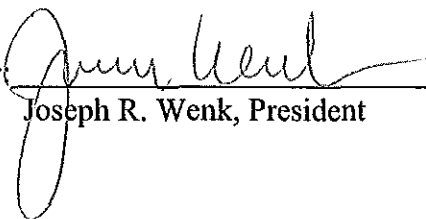
NOW, THEREFORE, pursuant to Article XIV of the Declaration, Declarant hereby submits and subjects the Additional Property to the provisions of the Declaration. Such Additional Property shall be sold, transferred, used, conveyed, occupied, and mortgaged or otherwise encumbered pursuant to the provisions of the Declaration, as amended and supplemented from time to time, which shall run with the title to such property and shall be binding upon all persons having any right, title, or any interest in such property, their respective heirs, legal representatives, successors, successors-in-title, and assigns.

IN WITNESS WHEREOF, Declarant has executed this Second Supplemental Declaration of Covenants, Conditions and Restrictions for Providence on the day and year first above written.

**DECLARANT:**

**Valerian Properties Associates, L.P.**, a Delaware limited partnership

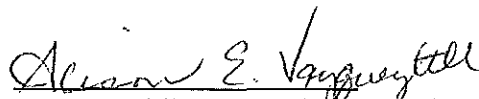
By: First Regency Enterprises, Inc., its general partner

By:   
Joseph R. Wenk, President

STATE OF NEW YORK:

COUNTY OF NEW YORK

This instrument was acknowledged before me on this 3<sup>rd</sup> day of February, 2004, by Joseph R. Wenk, President of First Regency Enterprises, Inc., general partner of Valerian Properties Associates, L.P., a Delaware limited partnership, personally known to me to be the person whose name is subscribed to the above instrument who acknowledged to me that he executed the instrument for the purpose and consideration therein expressed and in the capacity therein stated.

  
Notary Public, State of New York

ALISON E. VAZQUEZTELL  
Notary Public, State of New York  
No. 01VA5082616  
Qualified in Suffolk County  
Commission Expires July 28, 2005

**EXHIBIT A**

**ADDITIONAL PROPERTY**

All of PROVIDENCE PHASE 4, an addition in Denton County, Texas, according to the final plat thereof recorded in Cabinet V, Page 246 of the Plat Records of Denton County, Texas.

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

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

**OWNER CONSENT AND JOINDER**

IN WITNESS WHEREOF, the undersigned, as the owner of all or a portion of the Additional Property, hereby consents to and joins with the within and foregoing Second Supplemental Declaration of Covenants, Conditions and Restrictions for Providence and the submission of that portion of the Additional Property which it owns to such Second Supplemental Declaration of Covenants, Conditions and Restrictions for Providence.

This 4<sup>th</sup> day of February, 2004.

**OWNER:**

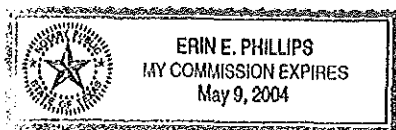
**Choice Homes, Inc.**

By: [Signature]  
Name: Matt Billardi  
Title: V.P.

**THE STATE OF TEXAS:**

**COUNTY OF Tarrant:**

This instrument was acknowledged before me this 4<sup>th</sup> day of February, 2004, by Matt Billardi, V.P. of Choice Homes, Inc., a Texas corporation, for and on behalf of said corporation.



[Signature]  
Notary Public, State of Texas

**OWNER CONSENT AND JOINDER**

IN WITNESS WHEREOF, the undersigned, as the owner of all or a portion of the Additional Property, hereby consents to and joins with the within and foregoing Second Supplemental Declaration of Covenants, Conditions and Restrictions for Providence and the submission of that portion of the Additional Property which it owns to such Second Supplemental Declaration of Covenants, Conditions and Restrictions for Providence.

This 29<sup>th</sup> day of January, 2004.

**OWNER:**

**Continental Homes of Texas, Ltd.**, a Texas limited partnership

By: **CHTEX of Texas, Inc.**  
A Delaware corporation  
Its Managing Partner

By: David Booth  
Name: David Booth  
Title: Asst VP

**THE STATE OF TEXAS:**

**COUNTY OF** Dallas:

This instrument was acknowledged before me this 29 day of January, 2004, by DAVID BOOTH, Assistant Vice President of Continental Homes of Texas, Ltd., a Texas limited partnership.



Maria R. Martinez  
Notary Public, State of Texas



the joinder and consent of any person or entity, subject additional property to the Declaration;  
and

WHEREAS, Declarant desires to subject that certain real property described in **Exhibit A** attached hereto (the "Additional Property") to the terms of the Declaration;

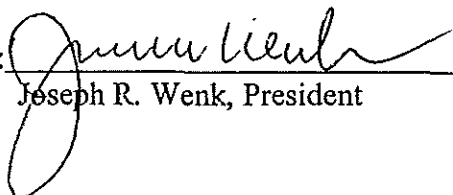
NOW, THEREFORE, Declarant hereby: (i) terminates and deletes in its entirety, the First Amendment, and the amendment of Section 8.2 as provided for in such First Amendment shall and hereby does revert to the language set forth in the Original Declaration prior to the existence of the First Amendment and from and after the date hereof, the First Amendment shall be of no further force or effect and such Section 8.2 shall be reinstated as originally written in the Original Declaration; and (ii) pursuant to Article XIV of the Declaration, Declarant hereby submits and subjects the Additional Property to the provisions of the Declaration. Such Additional Property shall be sold, transferred, used, conveyed, occupied, and mortgaged or otherwise encumbered pursuant to the provisions of the Declaration, as amended and supplemented from time to time, which shall run with the title to such property and shall be binding upon all persons having any right, title, or any interest in such property, their respective heirs, legal representatives, successors, successors-in-title, and assigns.

IN WITNESS WHEREOF, Declarant has executed this Supplemental Declaration the day and year first above written.

**DECLARANT:**

**Valerian Properties Associates, L.P.**, a Delaware  
limited partnership

By: First Regency Enterprises, Inc., its general partner

By:   
\_\_\_\_\_  
Joseph R. Wenk, President



STATE OF NEW YORK:

COUNTY OF New York:

This instrument was acknowledged before me on this 6<sup>th</sup> day of February, 2003, by Joseph R. Wenk, President of First Regency Enterprises, Inc., general partner of Valerian Properties Associates, L.P., a Delaware limited partnership, personally known to me to be the person whose name is subscribed to the above instrument who acknowledged to me that he executed the instrument for the purpose and consideration therein expressed and in the capacity therein stated.

Maria V. Santoro  
Notary Public, State of New York

MARIA V. SANTORO  
Notary Public, State of New York  
No. 01SA4901903  
Qualified in Bronx County  
Commission Expires Aug. 17, 2005

**EXHIBIT A**

**ADDITIONAL PROPERTY**

All of PROVIDENCE PHASE 1A, an addition in Denton County, Texas, according to the final plat thereof recorded in Cabinet U, Page 760 of the Plat Records of Denton County, Texas; and

All of PROVIDENCE PHASE 2, an addition in Denton County, Texas, according to the final plat thereof recorded in Cabinet U, Page 707 of the Plat Records of Denton County, Texas.

After Recording Return To:  
Cheryl Moczygamba  
8222 Douglas Ave., Ste. 660  
Dallas, Texas 75225

5198 02470  
134956

## FHA AMENDMENT

### TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR PROVIDENCE

A. Valerian Properties Associates, L.P., a Delaware limited partnership (the "**Declarant**"), developed Providence, a phased planned development, the plat of the initial phase having been recorded in Cabinet U, Page 573, Plat Records, Denton County, Texas.

B. Providence is subject to the Declaration of Covenants, Conditions and Restrictions for Providence, recorded June 12, 2002, as Document No. 2002-R0073755, in Volume 5105, Page 02787, Real Property Records, Denton County, Texas (the "**Declaration**").

C. According to Section 7.1 of the Declaration, Declarant has the right to amend the Declaration, without consent of other owners or any mortgagee, "as necessary to comply with the requirements of HUD (Federal Housing Administration)."

### AMENDMENT

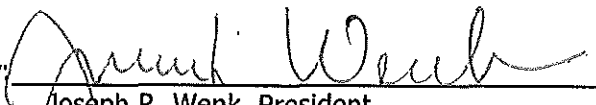
To qualify the Declaration and the Property for approval by the U.S. Department of Housing and Urban Development for FHA-insured loans, Section 8.2 of the Declaration is hereby amended by the addition of the following sentence at the end of the "CLASS B" paragraph:

Notwithstanding anything herein to the contrary, the Class B membership ceases and converts to Class A membership upon the earlier of the following: (i) June 11, 2012, or (ii) when title to 75% of the maximum number of Lots planned or approved for the Property has been transferred to Class A Members other than builders who purchase Lots for development and sale.

SIGNED on the 17 day of October 2002.

**VALERIAN PROPERTIES ASSOCIATES, L.P.**, a  
Delaware limited partnership

By: **FIRST REGENCY ENTERPRISES, INC.**, a Delaware  
corporation, its general partner

By:   
\_\_\_\_\_  
Joseph R. Wenk, President

STATE OF NEW YORK §  
§  
COUNTY OF NEW YORK §

This instrument was acknowledged before me on the 17 day of October 2002 by Joseph R. Wenk, President of First Regency Enterprises, Inc., a Delaware corporation, on behalf of the corporation in its capacity as general partner of Valerian Properties Associates, L.P., a Delaware limited partnership, on behalf of the limited partnership.

MARIA V. SANTORO  
Notary Public, State of New York  
No. 01SA4901903  
Qualified in Bronx County  
Commission Expires Aug. 17, 2005

  
\_\_\_\_\_  
Notary Public, State of New York

5198 02471

ANY PROVISION HEREIN WHICH RESTRICTS THE SALE, RENTAL, OR USE  
OF THE DESCRIBED REAL PROPERTY BECAUSE OF COLOR OR RACE IS  
INVALID AND UNENFORCEABLE UNDER FEDERAL LAW.  
THE STATE OF TEXAS }  
COUNTY OF DENTON }

I hereby certify that this instrument was FILED in the File Number sequence on  
the date and the time stamped hereon by me, and was duly RECORDED, in the  
Official Public Records of Real Property of Denton County, Texas on

OCT 23 2002

*Cynthia Mitchell*  
COUNTY CLERK  
DENTON COUNTY, TEXAS



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

On Oct 23 2002  
At 12:58pm

Receipt #: 60443  
Recording: 5.00  
Doc/Mgmt: 6.00  
Doc/Num: 2002-R0134956  
Doc/Type: AMD  
Deputy -ERIN