

NOTICE OF FILING OF DEDICATORY INSTRUMENTS
FOR

Austin Corners Homeowners Association, Inc.

STATE OF TEXAS §
COUNTY OF ROCKWALL §

KNOW ALL MEN BY THESE PRESENTS:

THIS NOTICE OF DEDICATORY INSTRUMENT FOR Austin Corners Homeowners Association, Inc. is made this 30th day of November 2015, by Austin Corners Homeowners Association, Inc.

WITNESSETH:

WHEREAS, Austin Corners Homeowners Association, Inc. prepared and recorded an instrument entitled "Declaration of Covenants, Conditions and Restrictions" dated on or about July 17, 2000, Instrument Number 2000-0000221588, Real Records of Rockwall County, Texas, together with any other filings of records (if any).

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

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

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

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

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

Austin Corners Homeowners Association, Inc.

By:



Duly Authorized Agent, Brent Jones, Austin Corners HOA President

ACKNOWLEDGEMENT

STATE OF TEXAS §
COUNTY OF ROCKWALL §



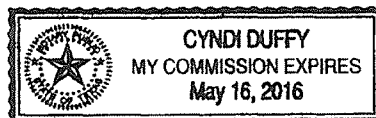
20150000019191 1/2 NOTICE 12/02/2015 10:53:12 AM

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

SUBSCRIBED AND SWORN TO BEFORE ME on this 30th day of November 2015.

Cyndi Duffy
Notary Public
State of Texas
My Commission Expires 5-16-16

AFTER RECORDING RETURN TO:
Austin Corners Homeowners Association, Inc.
P.O. Box 532
Rockwall, TX 75087-0532



Austin Corners Homeowners Association
Email Registration Policy

EXHIBIT D

AUSTIN CORNERS HOMEOWNERS ASSOCIATION, INC.
EMAIL REGISTRATION POLICY

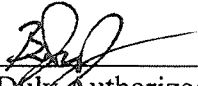
Austin Corners Homeowners Association, Inc. is a community (the "**Community**") created by and subject that certain Declaration of Covenants, Conditions and Restrictions, recorded under Instrument Number: 2000-0000221588, Official Public Records of Rockwall County, Texas, as amended (the "**Covenant**"). The operation of the Community is vested in Austin Corners Homeowners Association, Inc. (the "**Association**"), acting through its board of directors (the "**Board**"). The Association is empowered to adopt reasonable policies to the operation of the Association, including a policy for the registration of member email addresses.

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

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

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

AUSTIN CORNERS HOMEOWNERS ASSOCIATION, INC.



Duly Authorized Officer/Agent

30 Nov 2015

Date

Brent W Jones

Printed Name

Filed and Recorded
Official Public Records
Shelli Miller, County Clerk
Rockwall County, Texas
12/02/2015 10:53:12 AM
\$30.00
20150000019191





PROPERTY OWNERS' ASSOCIATION MANAGEMENT CERTIFICATE

1. NAME OF SUBDIVISION: Austin Corners Homeowners Association, Inc.

2. NAME AND ADDRESS OF ASSOCIATION: Austin Corners Homeowners Association, Inc.
P.O. Box 532
Rockwall, Texas 75087-0532

3. RECORDING DATA FOR ASSOCIATION DECLARATION:

NAME OF INSTRUMENT: Declaration of Covenants, Conditions and Restrictions

RECORDING INFORMATION: On or about July 17, 2000, Instrument Number 2000-0000221588, Real Property Records of Rockwall County, Texas, together with any other filings of record (if any)

5. MAILING ADDRESS OF THE ASSOCIATION, OR NAME AND MAILING ADDRESS OF THE PERSON OR ENTITY MANAGING THE ASSOCIATION:

Austin Corners Homeowners Association, Inc.
P.O. Box 532
Rockwall, Texas 75087-0532
Phone: ()
WWW.AUSTINCORNERS.COM

6. OTHER INFORMATION THE ASSOCIATION CONSIDERS APPROPRIATE:

Prospective purchasers are advised to independently examine the Declaration, By-Laws, and all other governing documents of Association, together with obtaining an official Resale Certificate and performing a comprehensive physical inspection of the lot/home and common areas, prior to purchase.

Signed this 30th day of November, 2015.

Austin Corners Homeowners Association, Inc.

By: [Signature]
Duly Authorized Agent, Brent Jones

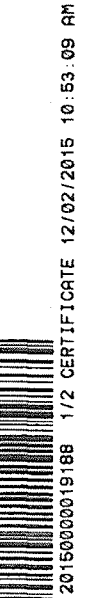
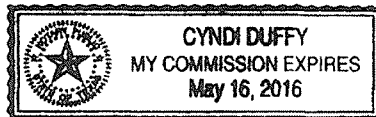
STATE OF TEXAS §

COUNTY OF ROCKWALL §

This information was acknowledged before me on November 30, 2015, by Brent Jones, duly authorized agent for Austin Corners Homeowners Association, Inc., on behalf of said association.

[Signature]
Notary Public, State of Texas
My Commission Expires 5-16-16

AFTER RECORDING RETURN TO:
Austin Corners Homeowners Association, Inc.
P.O. Box 532
Rockwall, TX 75087-0532



Filed and Recorded
Official Public Records
Shelli Miller, County Clerk
Rockwall County, Texas
12/02/2015 10:53:09 AM
\$30.00
20150000019188



Shelli Miller

NOTICE OF FILING OF DEDICATORY INSTRUMENTS
FOR

Austin Corners Homeowners Association, Inc.

STATE OF TEXAS

§

KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF ROCKWALL

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THIS NOTICE OF DEDICATORY INSTRUMENT FOR Austin Corners Homeowners Association, Inc. is made this 30th day of November 2015, by Austin Corners Homeowners Association, Inc.

WITNESSETH:

WHEREAS, Austin Corners Homeowners Association, Inc. prepared and recorded an instrument entitled "Declaration of Covenants, Conditions and Restrictions" dated on or about July 17, 2000, Instrument Number 2000-0000221588, Real Records of Rockwall County, Texas, together with any other filings of records (if any).

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

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

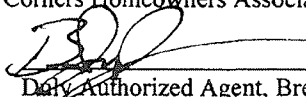
WHEREAS, the Association desires to record the attached dedicatory instrument in the real property records of Rockwall County, Texas, pursuant to and in accordance with section 202.006 of the Texas Property Code.

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

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

Austin Corners Homeowners Association, Inc.

By:



Duly Authorized Agent, Brent Jones, Austin Corners HOA President

ACKNOWLEDGEMENT

STATE OF TEXAS

§

COUNTY OF ROCKWALL

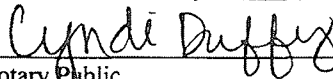
§



20150000019189 1/9 NOTICE 12/02/2015 10:53:10 AM

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

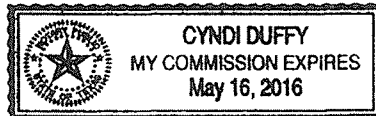
SUBSCRIBED AND SWORN TO BEFORE ME on this 30th day of November 2015.



Notary Public
State of Texas

My Commission Expires 5-16-16

AFTER RECORDING RETURN TO:
Austin Corners Homeowners Association, Inc.
P.O. Box 532
Rockwall, TX 75087-0532



Austin Corners Homeowners Association
Records Inspection, Copying and Retention Policy

EXHIBIT B

AUSTIN CORNERS HOMEOWNERS ASSOCIATION, INC. RECORDS INSPECTION, COPYING AND RETENTION POLICY

Terms used but not defined in this policy will have the meaning subscribed to such terms in that certain Declaration of Covenants, Conditions and Restrictions, recorded under Instrument Number: 2000-0000221588, Official Public Records of Rockwall County, Texas, as amended (as "Covenants").

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

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

2. **Request in Writing; Pay Estimated Costs in Advance.** An Owner (or an individual identified as an Owner's agent, attorney, or certified public accountant, provided the designation is in writing and delivered to the Association) may submit a written request via certified mail to the Association's mailing address or authorized representative listed in the management certificate to access the Association's records. The written request must include sufficient detail describing the books and records requested and whether the Owner desires to inspect or copy of records. Upon receipt of a written request, the Association may estimate the costs associated with responding to each request, which costs may not exceed the costs allowed pursuant to the Texas Administrative Code Section 70.3, as may be amended from time to time (a current copy of which is attached hereto). Before providing the requested records, the Association will require that the Owner remit such estimated amount to the Association. The Association will provide a final invoice to the Owner on or before the 30th business day after the records are provided by the Association. If the final invoice includes additional amounts due from the requesting party, the additional amounts, if not reimbursed to the Association before the 30th business day date of invoice is sent to the Owner, may be added to the Owner's account as an assessment. If the estimated and invoiced the final invoice amount, the Owner is entitled to a refund, and the refund shall be issued to the Owner no later than the 30th business day after the date the final invoice is sent to the Owner.

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

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

- a. **PERMANENT:** The Articles of Incorporation or the Certificate of Formation, the Bylaws and the Covenants, any and all other governing documents, guidelines, rules, regulations

and policies and all amendments thereto recorded in the property records to be effective against any Owner and/or Member of the Association.


- b. **FOUR (4) YEARS:** Contracts with a term of more than one (1) year between the Association and a third party. The four (4) year retention term begins upon expiration of the contract term.
- c. **FIVE (5) YEARS:** Account records of each Owner. Account records include debit and credit entries associated with amounts due and payable by the Owner and produced by the Association in the ordinary course of business.
- d. **SEVEN (7) YEARS:** Minutes of all meetings of the Board and the Owners.
- e. **SEVEN (7) YEARS:** Financial books and records produced in the ordinary course of business, tax returns and audits of the Association.
- f. **GENERAL RETENTION INSTRUCTIONS:** "Permanent" means records which are not to be destroyed. Except for contracts with a term of one (1) year or more (See item 4.b. above), a retention period starts on the last day of the year of the retention period. For example, if a record is created on June 14, 2012, and the retention period is five (5) years, the retention period begins on December 31, 2012 and ends on December 31, 2017. If the retention period for a record has elapsed and the record will be destroyed, the record should be shredded or otherwise safely and completely destroyed. Electronic files should be destroyed to ensure that data cannot be reconstructed from the storage mechanism on which the record resides.

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

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

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

AUSTIN CORNERS HOMEOWNERS ASSOCIATION, INC.



Duly Authorized Officer/Agent

30 Nov 2015

Date

Brent W Sones

Printed Name

Texas Administrative Code

<u>TITLE 1</u>	ADMINISTRATION
<u>PART 3</u>	OFFICE OF THE ATTORNEY GENERAL
<u>CHAPTER 70</u>	COST OF COPIES OF PUBLIC INFORMATION
RULE §70.3	Charges for Providing Copies of Public Information

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

(b) Copy charge.

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

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

(A) Diskette--\$1.00;

(B) Magnetic tape--actual cost

(C) Data cartridge--actual cost;

(D) Tape cartridge--actual cost;

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

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

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

(H) JAZ drive--actual cost;

(I) Other electronic media--actual cost;

(J) VHS video cassette--\$2.50;

(K) Audio cassette--\$1.00;

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

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

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

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

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

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

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

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

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

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

(B) A remote storage facility.

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

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

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

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

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

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

(e) Overhead charge.

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

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

(3) The overhead charge shall be computed at 20% of the charge made to cover any labor costs associated with a particular request. Example: if one hour of labor is used for a particular request, the formula would be as follows: Labor charge for locating, compiling, and reproducing, $\$15.00 \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 .

(f) Microfiche and microfilm charge.

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

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

(g) Remote document retrieval charge.

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

(2) If a governmental body has a contract with a commercial records storage company, whereby the private company charges a fee to locate, retrieve, deliver, and return to storage the needed record(s), no additional labor charge shall be factored in for time spent locating documents at the storage location by the private company's personnel. If after delivery to the governmental body, the boxes

must still be searched for records that are responsive to the request, a labor charge is allowed according to subsection (d)(1) of this section.

(h) Computer resource charge.

(1) The computer resource charge is a utilization charge for computers based on the amortized cost of acquisition, lease, operation, and maintenance of computer resources, which might include, but is not limited to, some or all of the following: central processing units (CPUs), servers, disk drives, local area networks (LANs), printers, tape drives, other peripheral devices, communications devices, software, and system utilities.

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

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

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

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

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

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

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

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

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

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

Filed and Recorded
Official Public Records
Shelli Miller, County Clerk
Rookwall County, Texas
12/02/2015 10:53:10 AM
\$58.00
2015000019189



Shelli Miller

NOTICE OF FILING OF DEDICATORY INSTRUMENTS
FOR
Austin Corners Homeowners Association, Inc.

STATE OF TEXAS §
COUNTY OF ROCKWALL §

KNOW ALL MEN BY THESE PRESENTS:

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WITNESSETH:

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


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

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

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

Austin Corners Homeowners Association, Inc.

By:


Duly Authorized Agent, Brent Jones, Austin Corners HOA President

ACKNOWLEDGEMENT

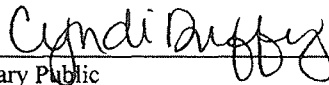
STATE OF TEXAS §
COUNTY OF ROCKWALL §



20150000019190 1/7 NOTICE 12/02/2015 10:53:11 AM

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

SUBSCRIBED AND SWORN TO BEFORE ME on this 30th day of November 2015.


Notary Public
State of Texas
My Commission Expires 5-16-16

AFTER RECORDING RETURN TO:
Austin Corners Homeowners Association, Inc.
P.O. Box 532
Rockwall, TX 75087-0532

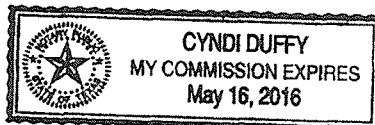


EXHIBIT C

AUSTIN CORNERS HOMEOWNERS ASSOCIATION, INC. ASSESSMENT COLLECTION POLICY

Austin Corners Homeowners Association, Inc. is a community (the "**Community**") created by and subject that Declaration of Covenants, Conditions and Restrictions, recorded under instrument Number 2000-0000221588, Official Public Records of Rockwall County, Texas, as amended (the "**Covenant**"). The operation of the Community is vested in Austin Corners Homeowners, Inc. (the "**Association**") acting through its board of directors (the "**Board**"). The Association is empowered to enforce the covenants, conditions and restrictions of the Covenant, the Bylaws and rules of the Association (collectively, the "**Restrictions**"), including the obligation of Owners to pay Assessments pursuant to the terms and provisions of the Covenant.

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

Section 1. DELINQUENCY LATE CHARGES AND INTEREST

- 1-A. Due Date. An Owner will timely and fully pay assessments. Regular Assessments are assessed annually and are due and payable on the first calendar day of the month at the beginning of the fiscal year, January 1st, or in such other manner as the Board may designate in its sole and absolute discretion.
- 1-B. Delinquent. Any Assessment that is not fully paid when due is delinquent. The Association gives the Owner a thirty (30) day grace period. When the account of an Owner becomes delinquent on the 31st day, it remains delinquent until paid in full – including collection costs, interest and late fees.
- 1-C. Late Fees and Interest. If the Association does not receive full payment of an Assessment by 5:00 p.m. after the late day established by the Board, January 31st, the Association will assess a late charge fee of \$25.00 and interest at the rate of 18% or 1 and 1/2% per month, until paid in full.
- 1-D. Liability for Collection Costs. The defaulting Owner is liable to the Association for the cost of title reports, assessment liens, credit reports, certified mail, long distance calls, court costs, filing fees, and other reasonable costs and attorney's fees incurred by the Association in collecting the delinquency.
- 1-E. Insufficient Funds. The Association or managing agent will assess a Returned Check Fee of \$35.00 fee for any check returned to the Association marked "not sufficient funds" or the equivalent.
- 1-F. Waiver. Properly levied collection costs, late fees, and interest may only be waived by a majority of the Board.

Section 2. INSTALLMENTS & ACCELERATION

If an Assessment, other than a Regular Assessment, is payable in installments, and if an Owner defaults in the payment of any installment, the Association may declare the entire Assessment in default and accelerate the due date on all remaining installments of the Assessment. An Assessment, other than a Regular Assessment, payable in installments may be accelerated only after the Association gives the Owner at least fifteen (15) days prior notice of the default and the Association's intent to accelerate the unpaid balance if the

default is not timely cured. Following acceleration on the indebtedness, the Association has no duty to reinstate the installment program upon partial payment by the Owner.

Section 3. PAYMENTS

- 3-A. Application of Payments. After the Association notifies the Owner of a delinquency and the Owner's liability for late fees or interest, and collection costs, any payment received by the Association shall be applied in the following order starting with the oldest charge in each category, until that category is fully paid, regardless of the amount of payment, notations on checks, and the date the obligations arose:
- | | |
|---|--------------------------|
| (1) Delinquent assessments | (4) Other attorney's fee |
| (2) Current assessments | (5) Fines |
| (3) Attorney fees and costs associated with delinquent assessments. | (6) Any other amount |
- 3-B. Payment Plans. The Association shall offer a payment plan to a delinquent Owner with a minimum term of at least three (3) months and a maximum term of eighteen (18) months from the date the payment plan is requested for which the Owner may be charged reasonable administrative costs and interest. The Association will determine the actual terms of each payment plan offered to an Owner. An Owner is not entitled to a payment plan if the Owner has defaulted on a previous plan in the last two (2) years. If an Owner is in default at the time the Owner submits a payment, the Association is not required to follow the application of payments schedule set forth in Paragraph 3-A.
- 3-D. Notice of Payment. If the Association receives full payment of the delinquency after recording a notice of lien, the Association will cause a release of notice of lien to be publicly recorded. The Association may require the Owner to prepay the cost of preparing and recording the release.
- 3-F. Correction of Credit Report. If the Association receives full payment of the delinquency after reporting the defaulting Owner to a credit reporting service, the Association will report receipt of payment to the credit reporting service.

Section 4. LIABILITY FOR COLLECTION COSTS

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

Section 5. COLLECTION PROCEDURES

- 5-A. Delegation of Collection Procedures. From time to time, the Association may delegate some or all of the collection procedures, as the Board in its sole discretion deems appropriate, to the Association's managing agent, an attorney, or a debt collector.
- 5-B. Delinquency Notices. If the Association has not received full payment of an Assessment by the due date, the Association may send written notice of nonpayment to the defaulting Owner, by hand delivery,

first class mail, and/or by certified mail, stating the amount delinquent. The Association's delinquency-related correspondence may state that if full payment is not timely received, the Association may pursue any or all of the Association's remedies, at the sole cost and expense of the defaulting Owner.

- 5-C. Verification of Owner Information. The Association may obtain a title report to determine the names of the Owners.
- 5-D. Notification of Credit Bureau. The Association may report the defaulting Owner to one or more credit reporting services.
- 5-E. Collection by Attorney. If the Owner's account remains delinquent, the Association may refer the delinquent account to the Association's attorney for collection. In the event an account is referred to the Association's attorney, the Owner will be liable to the Association for its legal fees and expenses. Upon referral of a delinquent account to the Association's attorney, the Association's attorney will provide the following notices and take the following actions unless otherwise directed by the Board:
- (1) Initial Notice: Preparation of the Initial Notice of Demand for Payment Letter. If the amount is not paid in full within 30 days (unless such notice has previously been provided by the Association, then
 - (2) Lien Notice: Preparation of the Lien Notice of Demand for Payment Letter and record a Notice of Unpaid Assessment Lien (unless such notice has previously been provided by the Association). If the account is not paid within 30 days, then
 - (3) Final Notice: Preparation of the Final Notice of Demand for Payment Letter and Intent to Foreclose and Notice of Intent to Foreclose. If the account is not paid in full within 30 days, then
 - (4) Foreclosure of Lien: Only upon specific approval by the majority of the Board.
- 5-F. Notice of Lien. The Association's attorney may cause a notice of the Association's Assessment lien against the Owner's home to be publicly recorded. In that event, a copy of the notice will be sent to the defaulting Owner, and may also be sent to the Owner's mortgagee.
- 5-G. Cancellation of a Debt. If the Board deems the debt to be uncollectable, the Board may elect to cancel the debt on the books of the Association, in which case the Association may report the full amount of the forgiven indebtedness to the Internal Revenue Service as income to the defaulting Owner.
- 5-H. Suspension of Use of Certain Facilities of Services. The Board may suspend the use of the Common Area amenities by an Owner, or his tenant, whose account with the Association is delinquent for at least thirty (30) days.


Section 6. GENERAL PROVISIONS

- 6-A. Independent Judgment. Notwithstanding the contents of the detailed policy the officers, directors, manager, and attorney of the association may exercise their independent, collective, and respective judgement in applying this policy.
- 6-B. Other Rights. This policy is in addition to and does not detract from the rights of the Association to collect Assessments under the Association's Restrictions and the laws of the State of Texas.
- 6-C. Limitations of Interest. The Association, and its officers, directors, managers, and attorneys, intend to conform strictly to the applicable usury laws of the State of Texas. Notwithstanding anything to the contrary in the Restrictions of any other document or agreement executed or made in connection with

this policy the Association is not in any event be entitled to receive or collect, as interest, a sum greater than the maximum amount permitted by applicable law. If from any circumstances whatsoever the Association ever receives, collects, or applies as interest a sum in excess of the maximum rate permitted by law, the excess amount will be applied to the reduction of unpaid Assessments, or reimbursed to the Owner if those Assessments are paid in full.

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

AUSTIN CORNERS HOMEOWNERS ASSOCIATION, INC.



Duly Authorized Officer/Agent

30 Nov 2015

Date

Brent W Sannes

Printed Name

Austin Corners Homeowner Association Collection Policy

THIS POLICY IS EFFECTIVE ON THE DATE EXECUTED BELOW AND REPLACES ANY AND ALL PRIOR COLLECTION POLICIES
 The following actions are performed to collect on delinquent accounts. The charges assessed to an owner's account for certain collection action noted below are subject to change without notice. Monthly late and handling fees are assessed to delinquent accounts according to the notification on the billing statement and a monthly past due letter with account analysis or a late statement is mailed.

Check Here	Collection Step	Approximate Day of Delinquency Each Step is Taken	Notes
(X)	Past due letter with account analysis or a late statement	--31 st --	An initial letter with an account analysis is mailed after the first month of fees are charged to a past due account. Additional late statements are mailed monthly when late fees are charged.
()	Utility cut-off notice	--N/A--	This action is taken only if the Association has common meters and it is permitted in their documents.
(X)	Initial collection letter	--30 to 45--	The letter is mailed by regular and certified mail and a \$10.00 processing fee charged to the owners account. This letter allows the owner thirty (30) days to pay or dispute the balance and notifies of future action if payment is not received.
(X)	Intent to report delinquent account to credit bureau	--60 to 75--	This letter allows the owner ten (10) days to pay prior to reporting their delinquent account to the credit bureau. It also informs the owner of the fee that will be charged to their account of reported to the credit bureau.
(X)	Notification to owner of credit bureau reporting	--70 to 85--	This letter notifies the owner that their account has been charged \$59.54 and is being reported to the credit bureau. It also informs them of future actions and the related fees that will be charged to their account.
(X)	Order title search to determine legal owner	--80 to 105--	A title search is ordered and the owners account charged \$65.00. Upon receipt of the title search, a letter is mailed to the owner informing them of this action and the \$65.00 charge assessed to their account. This letter also informs them if payment is not received within ten (10) days an assessment lien will be filed with the county and the associations cost charged back to their account.
(X)	Notify owner of lien filing and file lien with the county	--95 to 125--	If payment has not been received within ten (10) days a lien is prepared and the owners account charged \$178.61. A letter is mailed to the owners informing them of this action, that \$178.61 has been charged to their account and that the lien is being filed in the county records. Upon payment in full a notice of release of lien will be processed and filed in the county at no additional charge.
(X)	Forward owners file to the association attorney for small claims suit and/or foreclosure	--120 to 135--	This action must be allowed in the association documents. A fee of \$25.00 will be charged to the owners account for preparing and forwarding the necessary documents to the association attorney.

Brent W. Jones
Date

Signature - Authorized Board Member

Brent W. Jones
Printed Name

Filed and Recorded
Official Public Records
Shelli Miller, County Clerk
Rockwall County, Texas
12/02/2015 10:53:11 AM
\$50.00
20150000019190



Shelli Miller

NOTICE OF FILING OF DEDICATORY INSTRUMENTS
FOR
Austin Corners Homeowners Association, Inc.

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

THIS NOTICE OF DEDICATORY INSTRUMENT FOR Austin Corners Homeowners Association, Inc. is made this 30th day of November 2015, by Austin Corners Homeowners Association, Inc.

WITNESSETH:

WHEREAS, Austin Corners Homeowners Association, Inc. prepared and recorded an instrument entitled "Declaration of Covenants, Conditions and Restrictions" dated on or about July 17, 2000, Instrument Number 2000-0000221588, Real Records of Rockwall County, Texas, together with any other filings of records (if any).

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

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

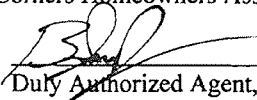
WHEREAS, the Association desires to record the attached dedicatory instrument in the real property records of Rockwall County, Texas, pursuant to and in accordance with section 202.006 of the Texas Property Code.

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

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

Austin Corners Homeowners Association, Inc.

By:



Duly Authorized Agent, Brent Jones, Austin Corners HOA President

ACKNOWLEDGEMENT

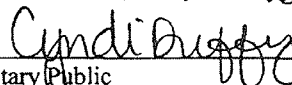
STATE OF TEXAS §
 §
COUNTY OF ROCKWALL §



20150000019192 1/4 NOTICE 12/02/2015 10:53:13 AM

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

SUBSCRIBED AND SWORN TO BEFORE ME on this 30th day of November 2015.

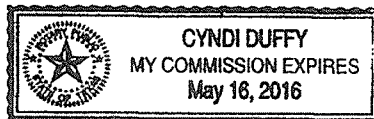


Notary Public

State of Texas

My Commission Expires 5-16-16

AFTER RECORDING RETURN TO:
Austin Corners Homeowners Association, Inc.
P.O. Box 532
Rockwall, TX 75087-0532



Austin Corners Homeowners Association
Rainwater Harvesting System Policy

EXHIBIT G

AUSTIN CORNERS HOMEOWNERS ASSOCIATION, INC.
~~DISPLAY OF CERTAIN RELIGIOUS ITEMS POLICY~~

Rainwater Harvesting

Terms used but not defined in this policy will have the meaning subscribed to such terms in that certain Declaration of Covenants, Conditions and Restrictions, recorded under Instrument Number 2000-0000221588, Official Public Records of Rockwall County, as amended (the "Covenant").

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

A. ARCHITECTURAL REVIEW APPROVAL REQUIRED.

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

B. RAINWATER HARVESTING SYSTEM PROCEDURES AND REQUIREMENTS

1. Approval Application. To obtain ACC approval of a Rainwater Harvesting System, the Owner shall provide the ACC with the following information: (i) the proposed installation location of the Rainwater Harvesting System and (ii) a description of the Rainwater Harvesting System, including the color, dimensions, manufacturer, and photograph or other accurate depiction (the "Rain System Application"). A Rain System Application may only be submitted by an Owner unless the Owner's tenant provides written confirmation at the time of submission that the Owner consents to the Rain System Application.
2. Approval Process. The decision of the ACC will be made within a reasonable time, or within the time period otherwise required by the principal deed restrictions which govern the review and approval of improvements. A Rain System Application submitted to install a Rainwater Harvesting System on property owned by the Association or property owned in common by members of the Association will not be approved. Any proposal to install a Rainwater Harvesting System on property owned by the Association or property owned in common by members of the Association must be approved in advance and in writing by the Board, and the Board need not adhere to this policy when considering any such request.

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

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

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

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

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


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

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

4. Guidance for Certain Rain System Devices. If the Rain System Device will be installed on or within the side yard of a lot, or would otherwise be visible from a street, common area, or another Owner's property, the ACC may regulate the size, type, shielding of, and materials used in the construction of the Rain System Device. Accordingly, when submitting a Rain Device Application, the application should describe methods proposed by the Owner to shield the Rain System Device from the view of any street, common area, or another Owner's property. When reviewing a Rain System Application for a Rain System Device that will be installed on or within the side yard of a lot, or would otherwise be visible from a street, common area, or another Owner's property, any additional regulations imposed by the ACC to regulate the size, type, shielding of, and materials used in the construction of the

Rain System Device may not prohibit the economic installation of the Rain System Device, as reasonably determined by the ACC.

AUSTIN CORNERS HOMEOWNERS ASSOCIATION, INC.



Duly Authorized Officer/Agent

30 Nov 2015

Date

Brent W. Sorens

Printed Name

Filed and Recorded
Official Public Records
Shelli Miller, County Clerk
Rockwall County, Texas
12/02/2015 10:53:13 AM
\$38.00
20150000019192





NOTICE OF FILING OF DEDICATORY INSTRUMENTS
FOR

Austin Corners Homeowners Association, Inc.

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

THIS NOTICE OF DEDICATORY INSTRUMENT FOR Austin Corners Homeowners Association, Inc. is made this 30th day of November 2015, by Austin Corners Homeowners Association, Inc.

WITNESSETH:

WHEREAS, Austin Corners Homeowners Association, Inc. prepared and recorded an instrument entitled "Declaration of Covenants, Conditions and Restrictions" dated on or about July 17, 2000, Instrument Number 2000-0000221588, Real Records of Rockwall County, Texas, together with any other filings of records (if any).

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

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

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

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

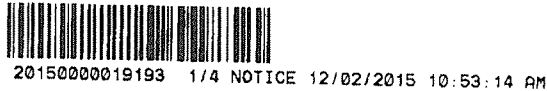
IN WITNESS WHEREOF, the Association has caused this Notice to be executed by its duly authorized agent as of the date first above written.

Austin Corners Homeowners Association, Inc.

By: [Signature]
Duly Authorized Agent, Brent Jones, Austin Corners HOA President

ACKNOWLEDGEMENT

STATE OF TEXAS §
 §
COUNTY OF ROCKWALL §



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

SUBSCRIBED AND SWORN TO BEFORE ME on this 30th day of November 2015.

Cyndi Duffey
Notary Public
State of Texas
My Commission Expires 5-16-16

AFTER RECORDING RETURN TO:
Austin Corners Homeowners Association, Inc.
P.O. Box 532
Rockwall, TX 75087-0532

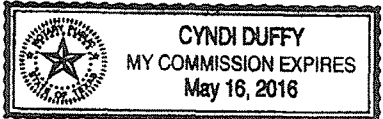


EXHIBIT H

AUSTIN CORNERS HOMEOWNERS ASSOCIATION, INC.
SOLAR DEVICE POLICY
ENERGY EFFICIENT ROOFING POLICY

Terms used but not defined in this policy will have the meaning subscribed to such terms in that certain Declaration of Covenants, Conditions and Restrictions, recorded under Instrument Number 2000-0000221588, Official Public Records of Rockwall County, as amended (the "Covenant").

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

A. DEFINITIONS AND GENERAL PROVISIONS

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

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

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

B. SOLAR ENERGY DEVICE PROCEDURES AND REQUIREMENTS

During any development period under the terms and provisions of the Covenant, the architectural review approval authority established under the Covenant need not adhere to the terms and provisions of this Solar Device Policy and may approve, deny, or further restrict the installation of any Solar Device. A development period continues for so

long as the Declarant has reserved the right to facilitate the development, construction, size, shape, composition and marketing of the community.

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

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

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

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

(i) The Solar Energy Device must be located on the roof of the residence located on the Owner’s lot, entirely within a fenced area of the Owner’s lot, or entirely within a fenced patio

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


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

C. ENERGY EFFICIENT ROOFING

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

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

AUSTIN CORNERS HOMEOWNERS ASSOCIATION, INC.



Duty Authorized Officer/Agent

30 Nov 2015

Date

Brent W. Smith

Printed Name

Filed and Recorded
Official Public Records
Shelli Miller, County Clerk
Rockwall County, Texas
12/02/2015 10:53:14 AM
\$38.00
20150000019193



