

**NOTICE OF FILING OF DEDICATORY INSTRUMENTS
FOR
INDIAN CREEK/CARROLLTON HOMEOWNERS ASSOCIATION, INC.
PURSUANT TO SECTION 202.006 OF THE TEXAS PROPERTY CODE**

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

**THIS NOTICE OF FILING OF DEDICATORY INSTRUMENTS FOR
INDIAN CREEK/CARROLLTON HOMEOWNERS ASSOCIATION, INC.
PURSUANT TO SECTION 202.006 OF THE TEXAS PROPERTY CODE** (this "Notice")
is made this 1st day of December, 2011, by Indian Creek/Carrollton
Homeowners Association, Inc. (the "Association").

WITNESSETH:

WHEREAS, Indian Creek Residential, L.P., a Texas limited partnership, and/or Indian Creek Land, L.P., a Texas limited partnership, hereinafter called Declarant ("Declarant") prepared and recorded an instrument entitled "Declaration of Covenants, Conditions and Restrictions, for Indian Creek/Carrollton Homeowners Association, Inc. on or about January 21, 1985, in Book 2054, Page 101 *et seq.* of the Real Property Records of Denton County, Texas (the "Declaration"); and

WHEREAS, the Association is the property owners' association created by the Declarant to manage or regulate the planned development subject to the Declaration, which development is more particularly described in the Declaration; 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 development is located; and

WHEREAS, the Association desires to record the dedicatory instruments attached as Exhibit "A" in the Real Property Records of Denton County, Texas, pursuant to and in accordance with Section 202.006 of the Texas Property Code.

NOW, THEREFORE, the dedicatory instruments attached hereto as *Exhibit "A"* are true and correct copies of the originals and are hereby filed of record in the Real Property Records of Denton County, Texas, in accordance with the requirements of Section 202.006 of the Texas Property Code.

IN WITNESS WHEREOF, the Association has caused this Notice of Filing of Dedicatory Instruments for Indian Creek/Carrollton Homeowners Association, Inc. to be executed by its duly authorized agent as of the date first above written.

INDIAN CREEK/CARROLLTON HOMEOWNERS ASSOCIATION, INC.
a Texas non-profit corporation

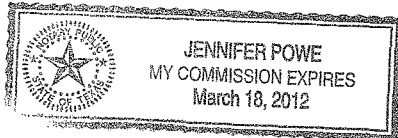
By: Pat Clark
Its: Managing Agent

ACKNOWLEDGMENT

STATE OF TEXAS §
 §
COUNTY OF DENTON §

Pat Clark, Managing Agent BEFORE ME, the undersigned authority, on this day personally appeared of Indian Creek/Carrollton Homeowners Association, Inc., known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that (s)he executed the same for the purposes and consideration therein expressed on behalf of said corporation.

SUBSCRIBED AND SWORN TO BEFORE ME on this 1st day of December, 2011.



Jennifer Powe
Notary Public, State of Texas
03-18-2012
My Commission Expires

Exhibit "A"

Dedicatory Instruments

- A-1 Document Retention Policy
- A-2 Document Inspection and Copying Policy
- A-3 Alternative Payment Plan Policy
- A-4 Solar Energy Device Guidelines
- A-5 Rainwater Collection Device Guidelines
- A-6 Roofing Materials Guidelines
- A-7 Flag Display Guidelines
- A-8 Religious Item Display Guidelines

THIS STAMP IS FOR SCANNING
PURPOSES ONLY.

THIS STAMP IS FOR SCANNING
PURPOSES ONLY.

STATE OF TEXAS
COUNTY OF DENTON

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KNOW ALL PERSONS BY THESE PRESENTS:

Guidelines for Rainwater Recovery Systems

WHEREAS, the **Indian Creek/Carrollton 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” or “Systems”); and

WHEREAS, the Board of Directors of the Association (“Board”) 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 written approval of the Architectural Control Committee subject to these guidelines.
2. All such Systems must be installed on land owned by the property owner. No portion of the Systems 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:
 - 3.1. placement behind a solid fence, a structure or vegetation; or
 - 3.2. by burying the tanks or barrels; or
 - 3.3. by placing equipment in an outbuilding otherwise approved by the Architectural Control Committee.

4. A rain barrel may be placed in a location visible from public view (if Approved by ACC) 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:
 - 4.1. the barrel must not exceed 55 gallons; and
 - 4.2. 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
 - 4.3. the barrel must be fully painted in a single color to blend with the adjacent home or vegetation; and
 - 4.4. 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.
5. Overflow lines from the Systems must not be directed onto or adversely affect adjacent properties or common areas.
6. 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, Architectural Control Committee approved ponds may be used for water storage.
7. Harvested water must be used and not allowed to become stagnant or a threat to health.
8. 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 from public view 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(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.

Guidelines for Solar Energy Devices

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 of the Association ("Board") 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 only be installed with advance written approval of the Architectural Control Committee subject to these guidelines.
3. Any such Device must be installed on land or structures owned by the property owner. No portion of the Devices may encroach on adjacent properties or common areas.
4. Such Devices may only be installed in the following locations:
 - 4.1. on the roof of the main residential dwelling; or
 - 4.2. on the roof of any other approved structure; or
 - 4.3. within a fenced yard or patio.
5. For Devices mounted on a roof, the Device must:
 - 5.1. have no portion of the Device higher than the roof section to which it is attached; and
 - 5.2. have no portion of the Device extend beyond the perimeter boundary of the roof section to which it is attached; and
 - 5.3. conform to the slope of the roof; and
 - 5.4. be aligned so the top edge of the Device is parallel to the roof ridge line for the roof section to which it is attached; and
 - 5.5. have a frame, brackets and visible piping or wiring that is a color to match the roof shingles commonly available in the marketplace; and
 - 5.6. be located in a position on the roof which is least visible from any street or common area, so long as such location does not reduce estimated annual energy production more than 10% over alternative roof locations (as determined by a publicly available modeling tool provided by the National Renewable Energy Laboratory [www.nrel.gov] or equivalent entity).

6. For Devices located in a fenced yard or patio, no portion of the Device may extend above the top of the fence. If the fence is not a solid fence, which blocks view of the Device, the Association may require the Device be placed in a location behind a structure or otherwise require visual screening. The Association 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:
 - 8.1. threaten public health or safety; or
 - 8.2. violate any law; or
 - 8.3. substantially interfere with the use and enjoyment of land by causing unreasonable discomfort or annoyance to any adjoining property owner.
9. All Devices must be maintained in good repair. Unused or inoperable Devices must be removed.

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.

Guidelines for Display of Flags

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 of the Association ("Board") 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 flags permitted in section 1 above.
3. Permitted Flags may be displayed subject to these guidelines. Advance written approval of the Architectural Control Committee is required for any freestanding flagpole and any additional illumination 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 freestanding 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 shall be no larger than 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 freestanding flagpole that is at least fourteen feet (14') 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 between 30 to 90 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. Freestanding flagpoles may be up to twenty feet (20') tall, including any ornamental caps. Freestanding flagpoles must be permanently installed in the ground according to manufacturer's instructions. One freestanding flagpole is allowed in the portion of the owner's property between the main residential dwelling and any street or one freestanding 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 will be displayed at night and if existing ambient lighting does not provide proper illumination. Flag lighting must:
 - 1.1. be ground mounted in the vicinity of the flag; and
 - 1.2. utilize a fixture that screens the bulb and directs light in the intended direction with minimal spillover; and
 - 1.3. point towards the flag and face the main structure on the property or to the center of the property if there is no structure; and
 - 1.4. provide illumination not to exceed the equivalent of a 100 watt incandescent bulb unless otherwise approved by the Association in writing.
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 202.011 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.

Guidelines for Roofing Materials

WHEREAS, chapter 202 of the Texas Property Code was amended effective June 17, 2011, to add Section 202.011 ("Section 202.011") thereto dealing with the regulation of roofing materials; and

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

NOW, THEREFORE, the Board has duly adopted the following ***Guidelines for Roofing Materials*** within the community.

1. Before any change/installation/addition of roof shingles **must** be submitted to the Association and receive written approval (even if the roof shingles meet all of the requirements included in these Guidelines).
2. All buildings shall be roofed with composition shingles unless otherwise approved in writing by the Architectural Control Committee. Wood shingles are specifically prohibited for safety reasons.
3. Roof shingles must be an approved color. Incorporated with these guidelines are approved shingle colors (see attached page). Other Colors may be approved by the ACC. Blue, green, red and white colors are not ever allowed.
4. Roof overlays are not allowed. Prior to roofing, all existing materials must be removed down to clean decking. Any damaged or deteriorated decking must be replaced.
5. Ridge vent are encouraged, to improve ventilation, reduce attic temperature and reduce cooling costs, but are not required.
6. All roof protrusions, such as vents, roof jacks, must be painted to match the shingles.
7. Subject to Section 8 below and with advance written approval from the Architectural Control Committee, an owner may install shingles ("Alternative Shingles") which are designed primarily to:
 - 7.1. be wind and hail resistant; or
 - 7.2. provide heating or cooling efficiencies greater than traditional composition shingles; or
 - 7.3. provide solar energy capture capabilities.
8. Once installed, any such Alternative Shingles must:
 - 8.1. resemble the shingles used or authorized to be used on other structures within the Association; and
 - 8.2. be more durable than and of equal or superior quality to the shingles used or authorized to be used on other structures within the Association; and
 - 8.3. match the aesthetics of properties surrounding the owner's property

The guidelines are effective upon recordation in the Public Records of Denton County, and supersede any guidelines for roofing materials, which may have previously been in effect. Except as affected by Section 202.011 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 Shingle Colors

(other shingles may be approved by the Association with the exception of blue, green, red and white)

Manufactured by GAF/ELK

- Ultra HD – Weathered Wood, Charcoal, Slate, Pewter Gray, Barkwood
- HD – Weathered Wood, Charcoal, Slate, Pewter Gray, Barkwood, Mission Brown
- Natural Shadow – Weathered Wood, Charcoal, Slate, Barkwood
- 3-Tab Royal Sovereign – Weathered Gray, Charcoal, Slate, Ash Brown
- Prestique 40-year HD – Weathered Wood, Charcoal, Barkwood
- Cool Series – Cool Weathered Wood, Cool Barkwood
- Armour Shield – Weathered Wood, Charcoal, Slate, Barkwood

Manufactured by TAMKO

- Heritage Vintage – Weathered Wood, Charcoal, Fossil Grey, Chestnut
- Premium Classic – Weathered Wood, Rustic Black, Oxford Grey
- Premium Natural – Natural Timber, Black Walnut, Thunderstorm Grey
- Heritage Classic – Weathered Wood, Rustic Black, Oxford Grey
- Heritage Natural – Natural Timber, Black Walnut, Thunderstorm Grey

Manufactured by PINNACLE

- Pristine – Weathered, Weathered Shadow, Black, Heartstone, Heather
- Designer Architectural – Weathered Wood, Pewter, Black Shadow, Hearthstone Gray, Heatherblend
- GlassMaster – Weathered Wood, Pewter, Black Shadow, Hearthstone Gray, Heatherblend

Manufactured by CERTAINTEED

- Designer-Landmark – Weathered Wood, Moire Black, Colonial Slate, Heatherblend, Mission Brown
- Traditional-XT 30-year IR – Weathered Wood, Moire Black, Colonial Slate
- Traditional-XT 25-year – Weathered Wood, Moire Black, Colonial Slate, Heatherblend
- Traditional-CT 20-year – Weathered Wood, Moire Black, Colonial Slate, Heatherblend
- Premium Designer-Landmark Premium – Max Def Weathered Wood, Max Def Moire Black, Max Def, Georgetown Gray, Max Def Heatherblend

Manufactured by MALARKEY

- DuraSeal 20-year – Weathered Wood, Midnight Black, Oxford Gray
- DuraSeal 25-year – Weathered Wood, Midnight Black, Oxford Gray, Black Oak, Natural Wood, Storm Gray
- Hurricane AB 35-year – Weathered Wood, Midnight Black, Oxford Gray, Black Oak, Natural Wood, Storm Gray
- Alaska 35-year – DuraSeal 25-year – Weathered Wood, Midnight Black, Oxford Gray, Black Oak, Natural Wood, Storm Gray

OWENS CORNING

- Woodmoor – Autumn Maple, Carbon, Chestnut, Granite, Juniper, Mesquite, Sycamore, Timber
- Woodcrest – Autumn Maple, Carbon, Chestnut, Granite, Juniper, Mesquite, Sycamore, Timber
- Weatherguard HP – Brownwood, Driftwood, Estate Gray, Onyx Black
- Duration Premium – Merlot, Storm Cloud, Summer Harvest, Brownood, Colonial Slate, Driftwood, Estate Gray, Onyx Black, Teak
- Duration – Merlot, Storm Cloud, Summer Harvest, Brownood, Colonial Slate, Driftwood, Estate Gray, Onyx Black, Teak

Guidelines for Display of Certain Religious Items

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 of the Association ("Board") 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.

1. A property owner or resident may display or attach one or more religious items to each or any entry to their dwelling. Such items may include any thing related to any faith that is motivated by the resident's sincere religious belief or tradition.
2. Individually or in combination with each other, the items at any entry may not exceed 25 square inches total in size.
3. 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.
4. To the extent allowed by the Texas state constitution and the United States constitution, any such displayed or affixed religious items may not:
 - 4.1. threaten public health or safety; or
 - 4.2. violate any law; or
 - 4.3. contain language, graphics or any display that is patently offensive to a passerby.
5. Approval from the Architectural Control Committee is not required for displaying religious items in compliance with these guidelines.
6. 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.

Records Production and Copying Policy

WHEREAS, chapter 209 of the Texas Property Code was amended effective January 1, 2012, to amend Section 209.005 ("Section 209.005") thereto regarding owner access to Association documents and records ("Records"); and

WHEREAS, the Board of Directors of the Association ("Board") desires to establish a policy for records production consistent with Section 209.005 and to provide clear and definitive guidance to property owners.

NOW, THEREFORE, the Board has duly adopted the following *Records Production and Copying Policy* ("this Policy"):

WHEREAS, chapter 209 of the Texas Property Code was amended effective January 1, 2012, to amend Section 209.005 ("Section 209.005") thereto regarding owner access to Association documents and records ("Records"); and

WHEREAS, the Board of Directors of the Association ("Board") desires to establish a policy for records production consistent with Section 209.005 and to provide clear and definitive guidance to property owners.

NOW, THEREFORE, the Board has duly adopted the following *Records Production and Copying Policy* ("this Policy"):

1. Association Records shall be reasonably available to every owner. An owner may also provide access to Records to any other person (such as an attorney, CPA or agent) they designate in writing as their proxy for this purpose. To ensure a written proxy is actually from the owner, the owner must include a copy of his/her photo ID or have the proxy notarized.
2. An owner, or their proxy as described in section 1, must submit a written request for access to or copies of Records. The letter must:
 - 2.1 be sent by certified mail to the Association's address as reflected in its most recent Management Certificate filed in the County public records; and
 - 2.2 contain sufficient detail to identify the specific Records being requested; and
 - 2.3 indicate whether the owner or proxy would like to inspect the Records before possibly obtaining copies or if the specified Records should be forwarded. If to be forwarded, the letter must indicate the format, delivery method and address:
 - (1) format: electronic files, compact disk or paper copies
 - (2) delivery method: email, certified mail or pick-up
3. Within ten (10) business days of receipt of the request specified in section 2 above, the Association shall provide:
 - 3.1 the requested Records, if copies were requested and any required advance payment has been made; or
 - 3.2 if inspection only was requested, a written notice that the Records are available and offer dates and times when the Records may be inspected by the owner or their proxy during normal business hours at the office of the Association; or

- 3.3 if copies were requested, a written notice that the requested Records are available for delivery once a payment of the cost to produce the records is made and estimating or stating the cost thereof; or
 - 3.4 if copies were requested, a written notice that a request for delivery does not contain sufficient information to specify the Records desired, the format, the delivery method and the delivery address; or
 - 3.5 if copies were requested, a written notice that the requested Records cannot be produced within ten (10) business days but will be available within fifteen (15) additional business days from the date of such written notice to the owner and payment of the cost to produce the records is made and stating the cost thereof.
4. Subject to the last sentence of this Section 4, the following Association Records are not available for inspection by owners or their proxies:
- 4.1 the financial records associated with an individual owner; and
 - 4.2 deed restriction violation details for an individual owner; and
 - 4.3 personal information, including contact information other than an address for an individual owner; and
attorney files and records in the possession of the attorney except as otherwise provided in Section 209.005; and
 - 4.4 attorney-client privileged information in the possession of the Association.
- The information described in 4.1, 4.2 and 4.3 above will be released if the Association receives express written approval from the owner whose records are the subject of the request for inspection or pursuant to a court order.
5. Association Records may be maintained in paper format or in an electronic format. If a request is made to inspect Records and certain Records are maintained in electronic format, the owner or their proxy will be given access to equipment to view the electronic records. The Association shall not be required to transfer such electronic records to paper format unless the owner or their proxy agrees to pay the cost of producing such copies.
 6. If an owner or their proxy inspecting Records requests copies of certain Records during the inspection, Association shall provide them promptly, if possible, but no later than ten (10) business days after the inspection and a request therefor complying with this Policy or payment of costs, whichever is later.
 7. The owner is responsible for all costs associated with a request under this Policy, including but not limited to copies, postage, supplies, labor, overhead and third party fees (such as archive document retrieval fees from off-site storage locations) as listed below and in advance, either pursuant to notice of actual costs or, if required prior to copying, an estimate thereof provided by the Association, and in the case of an estimate, any deficiency or surplus with respect to the difference between the estimate and the actual costs shall be paid by the appropriate party to the other not later than the 30th business day after the final notice is sent to the owner:

- 7.1 black and white 8½"x11" single sided copies ... \$0.10 each
- 7.2 black and white 8½"x11" double sided copies ... \$0.20 each
- 7.3 color 8½"x11" single sided copies ... \$0.50 each
- 7.4 color 8½"x11" double sided copies ... \$1.00 each
- 7.5 PDF images of documents ... \$0.10 per page
- 7.6 compact disk ... \$1.00 each
- 7.7 labor and overhead ... \$18.00 per hour
- 7.8 mailing supplies ... \$1.00 per mailing
- 7.9 postage ... at cost
- 7.10 other supplies ... at cost
- 7.11 third party fees ... at cost

Notwithstanding anything in this Section 7 in conflict or to the contrary (i) any costs not specified above shall be equal to and charged as described in I TAC § 70.3 (Cost of Copies of Public Information), and (ii) no charges shall exceed the amounts specified for such items in 1 TAC § 70.3.

- 8. Any costs associated with a Records delivery request must be paid by the owner or their proxy in advance of delivery. An owner who makes a request for Records and subsequently declines to accept delivery will be liable for payment of all costs under this Policy and such amounts shall be treated in same manner as an assessment under the Declarations.
- 9. On a case-by-case basis, in the absolute discretion of the Association, and with concurrence of the owner, the Association may agree to invoice the cost of the Records request to the owner's account. Owner agrees to pay the total amount invoiced within thirty (30) days after the date a statement is mailed to the Owner. Any unpaid balance will be treated in the same manner as an assessment under the Declarations and accrue interest as an assessment as allowed under the Declarations.
- 10. On a case-by-case basis where an owner request for Records is deemed to be minimal, the Association or its managing agent reserves the right to waive notice under section 2 and/or fees under section 4, but any such waiver of fees must be in writing.
- 1. 11. All costs associated with fulfilling the request under this Policy will be paid by the Association's Managing Agent. All fees paid to the Association under this Policy will be reimbursed to the Association's Managing Agent or paid directly to the Association's Managing Agent.

This Policy is effective upon recordation in the Public Records of Denton County, and supersedes any policy regarding records production which may have previously been in effect. Except as affected by Section 209.005 and/or by this Policy, all other provisions contained in the Declarations or any other dedicatory instruments of the Association shall remain in full force and effect.

Document Retention Policy

WHEREAS, chapter 209 of the Texas Property Code was amended effective January 1, 2012, to add Section 209.005(m) ("Section 209.005") thereto regarding retention of Association documents and records ("Documents"); and

WHEREAS, the Board of Directors of the Association ("Board") desires to establish a policy for document retention consistent with Section 209.005 and to provide clear and definitive guidance to owners.

NOW, THEREFORE, the Board has duly adopted the following ***Document Retention Policy***.

WHEREAS, chapter 209 of the Texas Property Code was amended effective January 1, 2012, to add Section 209.005(m) ("Section 209.005") thereto regarding retention of Association documents and records ("Documents"); and

WHEREAS, the Board of Directors of the Association ("Board") desires to establish a policy for document retention consistent with Section 209.005 and to provide clear and definitive guidance to owners.

NOW, THEREFORE, the Board has duly adopted the following ***Document Retention Policy***.

1. Association Documents may be maintained in paper format or in an electronic format that can be readily transferred to paper.
2. Association Documents shall be retained for the durations listed below:
 - 2.1 certificate of formation or articles of incorporation, bylaws, restrictive covenants, other dedicatory instruments and any amendments to same shall be retained permanently; and
 - 2.2 financial books and records, including annual budgets, reserve studies, monthly financial statements and bank statements, shall be retained for seven (7) years (for example the July 2011 financial statements shall be retained until July 31, 2018); and
 - 2.3 account records of current owners shall be retained for five (5) years (for example, invoice, payment and adjustment records on an owner's account with a transaction date of 08/15/2011 will be retained until 08/15/2016 subject to section 2.4 below); and
 - 2.4 account records of former owners shall be retained as a courtesy to that former owner for one (1) year after they no longer have an ownership interest in the property; and
 - 2.5 contracts with a term of one year or more shall be retained for four (4) years after the expiration of the contract term (for example, a contract expiring on 06/30/2011 and not extended by amendment must be retained until 06/30/2015); and
 - 2.6 minutes of meetings of the owners and the Board shall be retained for seven (7) years after the date of the meeting (for example, minutes from a 07/20/2011 board meeting must be retained until 07/20/2018); and
 - 2.7 tax returns and CPA audit records shall be retained for seven (7) years after the last date of the return or audit year (for example, a tax return for the calendar year 2011 shall be retained until 12/31/2018); and

- 2.8 decisions of the Architectural Control Committee or Board regarding applications, variances, waivers or related matters associated with individual properties shall be retained for seven (7) years from the decision date (for example, an application for a swimming pool approved on 10/31/2011 must be retained until 10/31/2018).
3. Any Documents not described above may be retained for the duration deemed to be useful to the purpose of the Association, in the discretion of the Board, its attorney or its managing agent.
4. Upon expiration of the retention period listed above, the Documents shall no longer be considered Association records and may be destroyed, discarded, deleted, purged or otherwise eliminated.

This Document Retention Policy is effective upon recordation in the Public Records of Denton County, and supersedes any policy regarding document retention which may have previously been in effect. Except as affected by Section 209.005 and/or by this Policy, all other provisions contained in the Declarations or any other dedicatory instruments of the Association shall remain in full force and effect.

Payment Plan Policy

WHEREAS, chapter 209 of the Texas Property Code was amended effective January 1, 2012, to add Section 209.0062 ("Section 209.0062") thereto regarding alternative payment schedules for assessments; and

WHEREAS, the Board of Directors of the Association ("Board") desires to establish a policy for such payment plans consistent with Section 209.0062 and to provide clear and definitive guidance to owners.

NOW, THEREFORE, the Board has duly adopted the following **Payment Plan Policy**.

1. Subject to Section 11 below, owners are entitled to make partial payments for delinquent amounts owed to the Association under a payment plan which complies in all respects with this Payment Plan Policy (a "Payment Plan").
2. Late fees, penalties and delinquent collection related fees will be not be added to the owner's account while the Payment Plan is active. The Association may impose a fee for administering a Payment Plan. Such fee, if any, will be listed on the Payment Plan form and may change from time-to-time. Interest will continue to accrue during a Payment Plan at the rate of 10% per annum. The Association can provide an estimate of the amount of interest that will accrue under any proposed plan.
3. All Payment Plans must be in writing and on the form provided by the Association and signed by the owner.
4. The Payment Plan becomes effective and is designated as "active" upon:
 - 4.1 receipt of a fully completed and signed Payment Plan form; and
 - 4.2 receipt of the first payment under the plan; and
 - 4.3 acceptance of the plan by the Association as compliant with this Payment Plan Policy evidenced by execution on behalf of the Association.
5. A Payment Plan shall be no less than three (3) months and no more than twelve (12) months based on the guidelines below. The durations listed below are provided as guidelines to assist owners in submitting a Payment Plan.
 - 5.1 Total balance up to 2 times annual assessment ... 3 months
 - 5.2 Total balance greater than 2 times annual assessment ... up to 12 months
6. A Payment Plan must include sequential monthly payments. The total of all proposed payments must equal the current balance plus Payment Plan administrative fees, if any, plus the estimated accrued interest.
7. If an owner requests a Payment Plan that will extend into the next assessment cycle, the owner will be required to pay future assessments by the due date as, a portion of the Payment Plan in addition to the other payments specified in the Payment Plan.
8. If an owner defaults on the terms of the Payment Plan, the Payment Plan will be voided. The Association will provide written notice to the owner that the Payment Plan has been voided. It will constitute a default of the Payment Plan, if the owner:
 - 8.1 misses a payment due in a calendar month; or
 - 8.2 makes a payment for less than the agreed upon amount; or
 - 8.3 fails to pay a future assessment by the due date in a Payment Plan which spans additional assessment cycles.

In the absolute discretion of the Association, the Association may waive default if the owner makes up the missed or short payment on the immediate next calendar month payment prior to being notified that the Payment Plan has been voided due to default. The Association may, but has no obligation to, provide a courtesy notice to the owner of the missed or short payment.

9. On a case-by-case basis, the Association may, but has no obligation, to agree to reinstate a voided Payment Plan once during the original duration of the Payment Plan if all missed payments are made up at the time the owner submits a written request for reinstatement.
10. If a Payment Plan is voided, the full amount due by the owner shall immediately become due without further notice. The Association will resume the process for collecting amounts owed using all remedies available under the Declarations and the law.
11. The Association has no obligation to accept a Payment Plan from any owner who has defaulted on the terms of a Payment Plan within the last two (2) years.

This Policy is effective upon recordation in the Public Records of Denton County, and supersedes any policy regarding alternative payment schedules which may have previously been in effect. Except as affected by Section 209.0062 and/or by this Policy, 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 15th day of December, 2011.

Indian Creek/Carrollton Homeowners Association, Inc.

Frank Schmaeling
-----, President
Board of Directors

STATE OF TEXAS

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COUNTY OF DENTON

Before me, the undersigned authority, on this day personally appeared Frank Schmaeling President, Board of Directors of **Indian Creek/Carrollton Homeowners Association, Inc.**, a Texas nonprofit 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 15th day of December, 2011.

Jennifer Powe
Notary Public, State of Texas

[Notarial Seal]



Jennifer Powe
Printed Name

My commission expires: 03-18-2012

Denton County
Cynthia Mitchell
County Clerk
Denton, Tx 76202



70 2012 00019581

Instrument Number: 2012-19581

Recorded On: February 27, 2012

As
Notice

Parties: INDIAN CREEK/CARROLLTON HOA

Billable Pages: 22

To

Number of Pages: 22

Comment:

(Parties listed above are for Clerks reference only)

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

Notice	100.00
Total Recording:	100.00

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

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

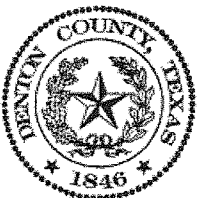
File Information:

Document Number: 2012-19581
Receipt Number: 877132
Recorded Date/Time: February 27, 2012 04:33:45P

Record and Return To:

INDIAN CREEK HOA
PO BOX 914469
PLANO TX 75094

User / Station: S Parr - 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