SECOND AMENDMENT
TO THE
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
FOR POINT NOBLE

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

THIS SECOND AMENDMENT TO THE DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR POINT NOBLE (this "**Second Amendment**") is made this 7th day of November, 2022, by the Point Noble Homeowners Association, Inc., a Texas non-profit corporation (the "**Association**").

W I T N E S S E T H:

WHEREAS, Ken Hodge and Associates, a Texas corporation (("**Declarant**"), prepared and recorded an instrument entitled "Declaration of Covenants, Conditions and Restrictions for Point Noble" on or about March 27, 1996, under Document No. 96-R0020370 of the Real Property Records of Denton County, Texas (the "**Declaration**"); and

WHEREAS, the Declaration was amended by an instrument entitled "First Amendment to the Declaration of Covenants, Conditions and Restrictions for Point Noble" recorded on or about March 31, 1997, under Document No. 97-R0019971 of the Real Property Records of Denton County, Texas (the "**First Amendment**"); and

WHEREAS, Article 10, Section 10.2 of the Declaration provides that the Declaration may be amended by an instrument signed by Owners constituting not less than seventy-five percent (75%) of the votes of the Association and counter-signed by a duly authorized representative of the Town of Flower Mound; and

WHEREAS, Section 209.0041(h) of the Texas Property Code provides that a declaration may be amended only by a vote of sixty-seven percent (67%) of the total eligible votes in the association, in addition to any governmental approval required by law, and that this voting requirement supersedes any contrary requirement in the declaration; and

WHEREAS, Owners representing at least sixty-seven percent (67%) of the total eligible votes in the Association and the Town of Flower Mound have approved of the following amendments to the Declaration.

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

1. Article 8 of the Declaration is hereby amended by adding a new Section 8.24 as follows:

Section 8.24. Landscaping. All Lots on which a dwelling is built must landscape the front, side and/or any portion of the Lot exposed to public view.

Minimal allowable landscaping must consist of the landscape requirements set forth on **Exhibit "A"** to this Second Amendment. This landscaping must be complete during the first Spring (April-May) or Fall (September-October) season after closing or after the Association delivers notice to the Owner of non-compliance. Extensions can be applied for and granted by the Architectural Control Committee in extenuating circumstances. Written application must be submitted by the applicant to the committee for such consideration.

Failure to comply with any part of this landscape provision shall result in a fine not to exceed $200.00 per month until the Association determines that the landscaping complies with this Section 8.24. After one year of non-compliance, the Association may install this minimum landscape requirement and assess the Owner the cost of installation plus ten percent (10%). If necessary, a lien for the total cost above plus an additional ten percent (10%) penalty will be attached to the Lot. Additionally, should they be necessary, all attorney's fees will be assessed against the Owner and paid by the Owner of the Lot of record and be included in the lien attachment. Any action taken will follow the procedure stated in Section 2.7 of this Declaration. The Board shall have the sole discretion to extend the deadline to complete the landscaping installation required by this Section 8.24, if the Board determines that circumstances warrant such an extension.

2. Article 8 of the Declaration is amended by adding a new Section 8.25 as follows:

Section 8.25. Maintenance.

(A) Owners and occupants (including lessees) of any portion of the Properties shall jointly and severally, have the duty and responsibility, at their sole cost and expense, to keep Properties so owned or occupied, including buildings, improvements, ground or drainage easements or other rights-of-way incident thereto, and vacant land (empty Lots), in a well-maintained, safe, clean, and attractive condition at all times Such maintenance includes, but is not limited to the following, as applicable:

(i) **Prompt removal of all litter, trash, dead landscaping, refuse and waste;**

(ii) **Lawn mowing regularly** (except during November through March); mow and edge all lawns and yards, including fenced and unfenced portions of the Lots and public right of ways abutting the Lots, so that the Lot is neatly manicured, healthy and in a well-groomed condition (weeds and grass not to exceed six inches (6") in height);

(iii) **Tree and shrub pruning**; prune and cut all trees and shrubbery

(iv) **Watering landscaped areas**; regularly water all landscape to ensure it is green and alive; keep the yard irrigation system in good repair and repair and replace sprinkler heads, irrigation lines and

other irrigation equipment as needed for optimum landscape maintenance;

(v) **Keeping lawn and garden areas alive, free of weeds and attractive**; promptly remove diseased, dying or dead plant material, and promptly replace such material with plants of a similar or superior quality and appearance and that maintain the minimum landscape requirements of **Exhibit "A"** to this Second Amendment

(vi) **Keeping parking areas and driveways in good repair**;

(vii) **Repair of exterior damages to improvements**; repair and replace worn, rotten, deteriorated, and unattractive materials. Ensure exterior is free from dirt and debris;

(viii) **Repainting of improvements**; regularly repaint all painted surfaces and regularly re-stain all stained surfaces; and

(ix) **Not alter the drainage from the Lot or cause damage to adjoining Lots or Common Areas** from improper drainage or over watering (such Owner being responsible for any damage resulting therefrom).

(B) If, in the opinion of the Board, any such Owner or occupant has failed to meet any of the foregoing duties or responsibilities, then the Association may give such person written notice of such failure and such person must within sixty (60) days after receiving such notice, perform the repairs and maintenance or make arrangements with the Association for making the repairs and maintenance required. For any violations other than landscaping maintenance, a fine not to exceed $200.00 per month shall be levied for those Owners who are not in compliance with Section 8.25 maintenance requirements. If an Owner has failed and/or refused to perform the required maintenance to any improvements on the Owner's Lot for a period of twelve (12) consecutive months, the Association may levy more aggressive fines to protect the maintenance standards of the Property. Should any person fail to fulfill this duty and responsibility within such period, then the Association, through its authorized agent or agents, shall have the right and power to enter onto the premises and perform such repair and maintenance without any liability for damages for wrongful entry, trespass or otherwise to any person. The foregoing enforcement rights are in addition to any other legal or equitable remedies available to the Association under this Declaration or under law.

(C) If at any time an Owner shall fail to control weeds, grass and/or other unsightly growth to six (6) inches or below in height, the Association may contract with a third-party vendor to go onto the Lot of such Owner, without liability for trespass, and cure the violation and the Association shall assess the Owner of said Lot the cost of maintenance plus 10% as an administrative fee.

(D) The Owners of any Lot on which work is performed shall, jointly and severally, be liable for the cost of such work (such costs constituting a part of the annual assessment) and shall promptly reimburse the Association for such cost. If such Owner shall fail to reimburse the Association within thirty (30) days after

receipt of a statement for such work from the Association, then said indebtedness shall be a debt of all said persons, jointly and severally, and shall constitute a lien against that portion of the Properties on which said work was performed. Such lien shall have the same attributes as the lien for annual assessments and special assessments set forth in this Declaration, and the Association shall have the identical powers and rights in all respects, including but not limited to the right of foreclosure.

3. Article 8 of the Declaration is amended by adding a new Section 8.26 as follows:

Section 8.26. Sprinkler System. Each Lot on which a dwelling is constructed shall have and contain an underground water sprinkler system for the purpose of providing sufficient water to all front and side yards exposed to public view.

4. Article 8, Section 8.13 of the Declaration is amended by adding the following sentence to this Section:

Garbage and trash cans may be placed at the curbside or other designated pickup location not more than twenty-four (24) hours prior to the pickup time and must be removed within twelve (12) hours after pickup.

5. Article 8 of the Declaration is amended by adding a new Section 8.27 as follows:

Section 8.27. Leasing. "Leasing", for purposes of this Declaration, is defined as regular, exclusive occupancy of a residence by any person, other than the Owner for which the Owner receives any consideration or benefit, including, but not limited to, a fee, service, gratuity, or emolument.

All Leases shall be in writing. No residence shall be leased for a term of less than twelve (12) full consecutive calendar months, except with the prior written consent of the Board. No lease shall be for less than the entire Residence. Owners may not list their residence for lease on short-term rental websites such as www.airbnb.com, www.vrbo.com, www.homeaway.com, or other vacation or short-term rental website. There shall be no subleasing of a residence or assignment of leases unless prior written approval is obtained from the Board.

Notice of any lease, together with such additional information as may be required by the Board, shall be given to the Board by the Owner within ten (10) days of execution of the lease. The Owner must make available to the lessee copies of the Governing Documents. In the event of a tenant's violation of the Governing Documents, the Owner is responsible for his or her tenant's compliance. If the Owner fails or refuses to enforce his or her tenant's compliance, the Association may pursue the remedies of a landlord under the lease and state law for the default, including eviction of the tenant. The Owner is liable to the Association for any expenses incurred by the Association in connection with enforcement of the

Governing Documents against the Owner's tenant. The Board may adopt reasonable rules regulating leasing and subleasing.

6. Article 8, Section 8.15 of the Declaration is amended by adding the following provisions thereto:

The overnight parking of any vehicle belonging to an Owner and/or the Owner's guest(s) on the streets is prohibited on a regular basis except with the written approval of the Board for an exception to the overnight parking restriction. Otherwise, all overnight parking must be in the driveway of the Owner's Lot. "Overnight parking" as used in this Section 8.15 shall mean and refer to the parking of a vehicle between the hours of 12 a.m. (midnight) and 6 a.m. on any night of the week. Exceptions to the overnight parking restriction may be obtained from the Board. Owners must be able to demonstrate special situations that warrant an exception from the overnight parking restriction. By way of example and not limitation, a "special situation" may include an Owner having multiple family members staying overnight for a visit where the family members have more vehicles than the number of vehicles that can physically park within the Owner's driveway. Upon application for a special situation, the Board in its sole discretion may grant the Owner an exception from the overnight parking restriction for so long and upon such terms as the Board so desires. Notwithstanding the foregoing, no vehicle may block or obstruct another person's access to or from the person's Lot or to the Common Maintenance Areas.

7. Article 6, Section 6.1 of the Declaration is amended by adding a new subsection (e) as follows:

(e) The right of the Association to impose monetary fines, which shall become a part of the continuing lien upon the Lot against which each such fine is made and which shall be enforceable in the same manner as the Association's continuing lien to secure payment of annual assessments and related charges as provided in Article 2 of this Declaration.

8. Article 3, Section 3.2 of the Declaration is amended by deleting subsection (h) thereof and replacing it with the following:

(h) To enforce the provisions of this Declaration and any rules, covenants, conditions and restrictions made hereunder (collectively, the "Governing Documents"), to enjoin and seek damages from any Owner for violation of the Governing Documents, to exercise self-help to remedy any violation of the Governing Documents, and to levy and collect fines for violations of the Governing Documents, which fines may include the periodic levying of fines for continuing violations and/or a progression of fines for repeat offenders.

10. Except as modified by the First Amendment and this Second Amendment, the Declaration shall remain in full force and effect.

IN WITNESS WHEREOF, the undersigned, being the elected President of the Point Noble Homeowners Association, Inc., has executed this Second Amendment to the Declaration to be effective the 8th day of November, 2022.

POINT NOBLE HOMEOWNERS ASSOCIATION, INC., a Texas non-profit corporation

By: _____

Printed Name: Greg Smith

Title: President

ACKNOWLEDGMENT

STATE OF TEXAS §
§
COUNTY OF DENTON §

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

SUBSCRIBED AND SWORN TO BEFORE ME on this 8th day of November, 2022.

_____
Notary Public, State of Texas

GUADALUPE G GALDAMEZ
Notary Public
STATE OF TEXAS
My Comm. Exp. 07-12-26
Notary ID # 1048030-2

7-12-26
My Commission Expires

G/Pud.Amd/PointNoble/secondamendment

EXHIBIT "A"

Minimum Landscaping Requirements

Planting beds are to be well-defined and with varied lengths and widths to create diversity and visual interest. A single row of foundation planting is not acceptable. Planting beds are to be covered with 2" deep mulch or decorative rock. Rock and mulch should both be used to create variety and provide delineation between beds. Plants should be spaced to prevent massing, except where landscaping is used for screening purposes. Use of decorative planters is permitted.

All yards shall be planted with sod to cover the entire front yard, side and rear yards up to the fence, less any landscaped area. Landscape beds and trees should comprise no less than 15% of the front yard, less sidewalks and driveways. The ACC may consider a reduced percentage on oversized or atypical lots, so long as the proposed landscape plan is consistent with the scale of the residence.

The builder or homeowner shall install a full irrigation system in each yard (front and back) to the specifications of the City. If decorative planters are used, they must be connected to the irrigation system to ensure plant material remains healthy.

A minimum of 5, three-inch (3") caliper ten -foot (10') shade trees shall be planted in the front yard of each lot. One additional three-inch (3") caliper shade tree shall be planted in the side yard of each corner lot. Caliper sizing shall be measured at four feet (4') from the base of the tree.

Each builder must submit a landscape plan for approval by the ACC prior to commencement of construction. Once complete, the landscaping must be maintained in accordance with the current plan on file with the ACC.