Ridgeline Townhomes at Carrollton Owners Association, Inc.



CARROLLTON, TEXAS

Raising the Standard of Homeowner Association Management

Denton, TX 76210

Re: Association Management

Dear Homeowner,

As managing agent for your homeowner's association, we would like to welcome you to your new home at Ridgeline Townhomes at Carrollton Owners Association, Inc. Our firm has been hired by your association to provide professional management for your community. We provide information on rights and responsibilities of ownership and assist your Board of Directors with enforcement of the deed restrictions, to which each homeowner is subject. Homeowner involvement is the key to the success of the homeowner's association.

Another phase of the management services we provide involves routine inspections of your community to monitor compliance with the deed restrictions. We also appreciate hearing from you if you feel a condition exists that requires our attention.

The billing for your homeowner dues will be sent out approximately thirty (30) days before the payments are due. You will receive a billing statement to remit with your payment. The billing will show the amount owed, the date due, and any late date and charge information. Your initial billing statement from us may include charges that were not collected at your closing.

In the event you are unfamiliar with the workings of a community association, we have enclosed a short guide, Community Association Living, which you may find helpful in understanding how your association functions and your role as a member.

We can be reached at (940) 497-SECURE (7328) between the hours of 8:00 a.m.- 5:30 p.m., Monday through Thursday and 8:00 a.m. – 1:00 p.m. on Friday. You may also contact us by email address info@secure-mgmt.com or submit a request from our website www.secure-mgmgt.com.

We are grateful for the opportunity to represent your association and look forward to working with you over the weeks and months ahead. Any suggestions or comments you may have would be greatly appreciated.

We hope you enjoy your new home and look forward to working with you.

Sincerely,



John Mackenzie, President

SECURE ASSOCIATION MANAGEMENT
(www.secure-mgmt.com)
PO Box #51555
Denton, TX 76206
Phone 940-497-SECURE (7328)

HOMEOWNER'S INFORMATION LETTER

The Ridgeline Townhomes at Carrollton Owners Association, Inc.is a non-profit corporation organized for the collection, expenditure as well as management of the Maintenance Funds and general overall supervision. The Association also exists for the promotion of the health, safety and welfare of the residents, as well as enforcement of provisions of the Declarations. Included are other rights and duties and responsibilities as may be conferred upon or granted to such representative organization by Declarant or the Owners. Membership is mandatory and each owner automatically becomes a member of the Association upon acquiring a home in the subdivision. The Association is governed by the Declaration of Covenants, Conditions, Restrictions and Bylaws. These documents should be read by every homeowner.

The major responsibilities of the Association are to protect the investment and enhance the value of the property owned by its members, the homeowners. The Association provides for the physical maintenance and operation of the common elements and the facilities. The Association is also responsible for enforcing the legal documents and may do anything lawful to protect, beautify, or benefit the property under its jurisdiction, such as enforce restrictions.

All owners are required to pay Association Fees in accordance with the governing documents of the Association. The fees may be due annually. They fund the operation and maintenance of the common property which provide services for the benefit of all owners. An example of what your Association Fees may be used for are common area landscape maintenance, insurance for the Association, as well as provide for capital improvements desired by the Association

The affairs of the Association are managed by a Board of Directors and any committees they may appoint. The Association officers are elected annually by the Boards of Directors. The Board of Directors is required to determine the policy of the association and each of the directors must use his or her own discretion as well as exercise the utmost care and diligence in the performance of his or her duties. The Directors do not receive any compensation from their services.

The Architecture Control Committee is organized to provide and maintain uniformity and harmony in the construction of improvements to the homes in Ridgeline Townhomes at Carrollton Owners Association, Inc., Any improvements made to the exterior of your home or property must have prior approval by the committee, which requires an ACC Application to be submitted. Please refer to your governing documents or ACC Guidelines and allow the committee up to thirty **(30) days** to review the Application.

All lots or units shall be maintained in a sanitary, healthful, and attractive manner by the owner(s). Weeds pulled, grass must be cut and lawns edged. Lots shall not be used for storage of materials and/or equipment other than normal residential requirements or for the construction of improvements as permitted by the Deed Restrictions.

Your community has a website for the use of your Association's residents!

Community Association Living Guide

What does the Association do?

Answer: The Association is a nonprofit corporation managed by a Board of Directors. During the development phase of the Association the Board is made up of the development company. Once the developer is ready to transition the Association to the homeowners an election will take place and homeowners will be voted in to serve on the Board of Directors. The Board is responsible for the oversight of the Association's funds, the enforcement of the deed restrictions, collection of assessments and the maintenance of common area property.

Why do I have to pay Association Fees and what do they cover?

Answer: When you purchased your home, you agreed to be a part of a homeowners Association. All owners are required to pay Association Fees in accordance with the governing documents of the Association. The fees may be due annually and they fund the operation and maintenance of the common property which provide services for the benefit of all owners. An example of what your Association Fees may be used for are common area landscape maintenance, insurance for the Association, and they provide for capital improvements desired by the Association as well as repair and maintenance of pools, playgrounds and equipment.

What does the management company do and what is their authority?

Answer: The management company is contracted by the Board of Directors to handle the day to day operations of the Association and to provide guidance to the Board. The Board of Directors make the final decisions regarding the Association and the management company is tasked with implementing the Board's decisions and/or instructions.

What are the Governing Documents?

Answer: The "Governing Documents" for your association are the Articles of Incorporation, Bylaws, Declaration of Covenants, Conditions and Restrictions plus any Rules and Regulations, Resolutions or guidelines that have been established by your Association Board.

Where can I get a copy of the Governing Documents?

Answer: You should have received a full copy at, or prior to, closing on your home. If you need a copy you may log on to your Association website to print a copy. The Governing Documents are recorded instruments so they are also available through the County in which your Association is located.

What is a deed restriction and why do I have to comply?

Answer: It is part of the Declaration of Covenants, Conditions and Restrictions that you agreed to when you bought your home. Through this document, you agreed to certain standards of maintenance, upkeep and behavior in order to make the community as attractive as possible for yourself and your neighbors, as well as to maintain or enhance your property values. When you purchase a home in a deed-restricted community you automatically agree to comply with the restrictions then in place or that are properly established.

Why do I have to get the Association's permission for home improvement?

Answer: This process ensures that your intended improvement meets with your community's standards as set forth in the Governing Documents and avoids the problems that arise from the construction of improvements as well as the use of colors or styles that conflict with others in your neighborhood.

What is the "common area"?

Answer: It is the land owned by the Association for the use and enjoyment of the members and their invited guests. This includes facilities such as pools and playgrounds in single-family communities and hallways, exercise facilities and building structures in condominium/town homes.

What is the role of the President?

Answer: The President is the most important role as the leader of the board. The president should encourage the other board members to contribute to association operations. The president should also look to board members for leadership guidance. Challenged by new tasks, board members realize their capabilities, gain a better understanding of association operations and eventually take the place of the president as business and community leader.

What is the role of the Treasurer?

Answer: The treasurer is the chief financial officer of the association. The duties of the treasurer include preparing financial reports and understanding budget operations and replacement reserve funds. The president should work closely with the treasurer to confirm that his or her knowledge and understanding of finances is sufficient to maintain association accounts. The budgeting process requires input from the president as well as the board and community manger. Together, the president and treasurer set timelines for completion of each step in the process. It is essential for the president to work closely with the treasurer since the budget is linked so closely to the success of association business.

What is the role of the Vice President?

Answer: The vice president substitutes for the presidents in his or her absence. The person in the position also conducts meetings and presides over the board meeting when the president chooses to

stand down from the chair. The vice president should be informed about programs, agendas, etc., so that he or she is prepared to chair the meeting in the event of an emergency. Refer to association bylaws for additional duties of the vice president.

What is the role of the Secretary?

Answer: The secretary, the "official recorder" of the association's activities, is responsible for ensuring that board meeting minutes are taken. Other duties include filing documents and attesting to the validity of documents by signing them. The duties of the secretary are outlined in the association's bylaws as well as in the states not-for-profit corporation laws. At the beginning of the secretary's term, the president should discuss the specifics of the position and go over a schedule of tasks. One task is to determine when a meeting's minutes should be distributed to other board members. Timely writing and distribution of minutes remind board members of actions taken on authorized projects.

AFTER RECORDING, PLEASE RETURN TO:

Judd A. Austin, Jr.
Henry Oddo Austin & Fletcher, P.C.
1717 Main Street
Suite 4600
Dallas, Texas 75201

CERTIFICATE AND MEMORANDUM OF RECORDING OF DEDICATORY INSTRUMENTS FOR RIDGELINE TOWNHOMES AT CARROLLTON OWNER'S ASSOCIATION, INC.

STATE OF TEXAS §
§
COUNTY OF DALLAS §

The undersigned, as attorney for Ridgeline Townhomes at Carrollton Owner's Association, Inc., a Texas nonprofit corporation, for the purpose of complying with Section 202.006 of the Texas Property Code and to provide public notice of the following dedicatory instruments affecting the owners of property described in the Declaration and Restrictions of Ridgeline Townhomes at Carrollton, recorded under Volume 83036, Page 2718, et seq. of the Official Public Records of Dallas County, Texas, including any amendments and supplements thereto ("*Property*"), hereby states that the dedicatory instruments attached hereto are true and correct copies of the following:

(1) ***Covenant Enforcement and Fine Policy for Ridgeline Townhomes at Carrollton Owners Association, Inc.*** **(Exhibit A-1);**

(2) ***Policy Regarding the Collection and Payment of Assessments and Other Charges and Fees*** **(Exhibit A-2).**

All persons or entities holding an interest in and to any portion of the Property are subject to the foregoing dedicatory instruments until amended. The attached dedicatory instruments replace and supersede all previously recorded dedicatory instruments addressing the same or similar subject matter and shall remain in force and effect until revoked, modified, or amended by the Board of Directors.

IN WITNESS WHEREOF, Ridgeline Townhomes at Carrollton Owner's Association, Inc., has caused this Certificate and Memorandum of Recording of Dedicatory Instruments to be recorded in the Official Public Records of Dallas County, Texas.

RIDGELINE TOWNHOMES AT CARROLLTON OWNERS ASSOCIATION, INC.,
a Texas nonprofit corporation

By:_____
Its: Attorney

STATE OF TEXAS §
§
COUNTY OF DALLAS §

BEFORE ME, the undersigned Notary Public, on this day personally appeared Vinay B. Patel, attorney for Ridgeline Townhomes at Carrollton Owner's Association, Inc., a Texas nonprofit corporation, known to me to be the person whose name is subscribed on the foregoing instrument and acknowledged to me that he executed the same for the purposes therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND AFFIRMED SEAL OF OFFICE on this 7th day of January, 2025.

_____
Notary Public, State of Texas

Exhibit A-1

COVENANT ENFORCEMENT AND FINE POLICY
FOR
RIDGELINE TOWNHOMES
AT
CARROLLTON
OWNER'S ASSOCIATION, INC.

STATE OF TEXAS §
§
COUNTY OF DALLAS §

WHEREAS, the Board of Directors ("*Board*") of Ridgeline Townhomes at Carrollton Owner's Association, Inc., a Texas non-profit corporation ("*Association*"), is empowered to govern the affairs of the Association pursuant to Article IV of the Declaration and Restrictions of Ridgeline Townhomes at Carrollton, recorded under Volume 83036, Page 2718, *et seq.* of the Official Public Records of Dallas County, Texas ("*Declaration*"), Article III of the Bylaws of the Association ("*Bylaws*"), and the Texas Business Organizations Code; and

WHEREAS, the Declaration affects certain parcels or tracts of real property in the City of Carrollton, Dallas County, State of Texas ("*Property*"); and

WHEREAS, pursuant to authority set forth in the Declaration and Bylaws, the Association, acting by and through the Board, has the authority to enforce the provisions of the Declaration, the power to promulgate and enforce the provisions of the Declaration, including establishing and imposing reasonable monetary fines or penalties for the violation of the Association's dedicatory instruments, including, but not limited to, the Declaration, the Bylaws, rules and regulations, policies, resolutions, or design/architectural guidelines (collectively, the "*Governing Documents*"); and

WHEREAS, the Board has authority pursuant to the Governing Documents to determine, in its reasonable discretion, the manner in which violations of the Governing Documents are to be remedied; and

WHEREAS, the Board has and does hereby find the need to establish rules, regulations, and procedures for the enforcement of the restrictions contained in the Governing Documents and for the elimination of violations which may be found to exist within the Property.

NOW THEREFORE, IT IS RESOLVED that the following rules, regulations, and procedures relative to the operation of the Association are hereby established for the enforcement of violations of the Governing Documents and for the elimination of such violations found to exist in, on or about the Property (hereinafter referred to as the "*Enforcement Policy*").

1. Establishment of a Violation.

a. Failure to Obtain Prior Approval. Any additions, improvements, modifications, and/or repairs of any kind or nature erected, placed, or altered on any Lot which (i) requires the prior approval of the improvement by the Architectural Control Committee (the "*ACC*" as defined in the Declaration) and (ii) has not been first approved by the ACC is deemed a "*Violation*" under this Enforcement Policy for all purposes.

b. Failure to Abide by the Governing Documents.

(i) Any construction, alteration or modification to any improvement on a Lot which does not in all respects conform to that which has been so approved or any activity or condition allowed to continue or exist on any Lot that is in direct violation of the Governing Documents is also deemed a "Violation" under this Enforcement Policy for all purposes.

(ii) Any violation of the Governing Documents or noncompliance of a deed restriction covenant is deemed a "Violation" under this Enforcement Policy for all purposes.

c. Common Violations. Exemplar violations are outlined in Exhibit 1 titled "Common Violations". This is not an exhaustive list of Violations.

2. Notification.

a. Initial Notice (Courtesy Notice). Upon verification of the existence of a Violation by the Association or management company representative ("*Management*") of the Association, the Association may send to the Owner a written notice of the existence of the Violation ("*Initial/Courtesy Notice*"). The Initial/Courtesy Notice will generally inform the Owner of the following:

(i) The nature, description, and location of the Violation; and

(ii) What needs to be done to cure the Violation, and provide notice that the Violation must be cured within fourteen (14) days[1,2] of the date of the Initial/Courtesy Notice to avoid further enforcement measures; and

(iii) A statement that if the Violation has already been cured, remedied, corrected, or plans and specifications for the subject improvement have been submitted to the ACC, to disregard the notice.

1 For purposes of this Enforcement Policy, the term "days" shall mean calendar days.
2 The Board may require certain Violations be cured within three (3) days from the date of the letter.

The Association may, but is under no obligation, send one (1) or more Initial/Courtesy Notice(s). In addition to first-class mail, the Initial/Courtesy Notice may also be sent by electronic mail, if an electronic mail address has been provided by the Owner.

b. **Notice of Violation**. If the Owner has (i) failed to submit plans and specifications for the offending improvement or modification to the ACC, or the ACC has denied the approval of plans and specifications initially submitted, and/or (ii) the Violation is continuing, then no earlier than fourteen (14) days from the date of the Initial/Courtesy Notice, the Association shall send to the Owner written notice ("*Notice of Violation*") informing the Owner of the following:

(i) The nature, description, and location of the Violation and notification that if the Violation is corrected or eliminated by a specific date (not number of days), no further action will be taken; and

(ii) Notification that if the Violation is not corrected or eliminated by the date specified in 2(b)(i), any attorney's fees incurred by the Association in eliminating or abating the Violation, and any violation fines imposed as determined by the Board, shall be charged to the Owner's account; and

(iii) Notification of the proposed sanction to be imposed and amount due the Association, if any, and a brief description of what needs to be done to cure the Violation; and

(iv) If necessary, work on any improvement not designed to cure the Violation must cease immediately and may not resume without the prior written approval of the ACC; and

(v) Failure to remedy the Violation or cease work on any unauthorized improvement will result in the Association electing to pursue any one or more of the remedies available to the Association under the Governing Documents or this Enforcement Policy; and

(vi) In the event the Violation is deemed to be an uncurable violation or violation posing a threat to health or safety, the Association is not required by law to provide an opportunity to cure and may impose an immediate fine. The following are examples of acts considered uncurable: (1) shooting fireworks or discharging a firearm; (2) an act constituting a threat to health or safety; (3) a noise violation that is not ongoing; (4) damaging Association property, including the removal or alteration of landscape; and (5) holding a garage sale or other event prohibited by a dedicatory instrument; and

(vii) His/her right to assert and protect his/her rights as a member of the Armed Forces of the United States. The protected individual or family member

shall send written notice of the active-duty military service to the sender of the Notice of Violation immediately; and

(viii) Advise the Owner that he or she has the right to make a written request for a hearing on or before the thirtieth (30th) day after the Notice of Violation is mailed, *i.e.*, thirty-three (33) days after the date of the Notice of Violation. The hearing, if one is requested in a timely manner, will be held before the Board.

The Notice of Violation shall be sent to the Owner by certified mail, return receipt requested, and first-class U.S. mail. The Owner shall be responsible for administrative and postage fee expenses in delivering notices under this Enforcement Policy. In addition to foregoing delivery methods, the Notice of Violation may also be sent by electronic mail, if an electronic mail address has been provided by the Owner. It is the responsibility of the Owner to update the Association with regards to any address, telephone number, or electronic mail address changes.

c. Failure to Remedy and Notice of Fine. Failure to either (i) submit complete plans and specifications showing that the Violation will be remedied, (ii) cease all non-remedial work immediately upon receipt of the Notice of Violation, and/or (iii) remedy the current Violation existing upon the Lot within fourteen (14) days of the date of the Notice of Violation, shall constitute a continuing Violation and result in one or more of the following: (a) the imposition of violation fines as determined by the Board against the Owner, (b) the suspension of the right to enter upon and/or use any recreational facilities within the Common Area(s), and/or (c) the pursuit of any other remedy available at law or in equity, under the Governing Documents or this Enforcement Policy including, but without limitation, the recording in the County Clerk's office, of a Notice that the Lot in question is in violation of restrictive covenants or an action for injunctive relief and civil damages. The Association may send, but is under no obligation, a notice to the Owner in the form of a formal written notice of fine ("*Notice of Fine*") informing the recipient of the continuing Violation and the remedy chosen as a result thereof. The date of the Notice of Fine shall be the "*Notice of Fine Date*."

d. Fine Structure. Unless otherwise provided herein, any single fine imposed pursuant to the provisions of this Enforcement Policy may not exceed $500.00 as determined by the Board and an Initial Fine of not less than $50.00 may be imposed for failure to remedy or cure the Violation. In the event the Owner fails to respond or comply by remedying or curing the Violation within fourteen (14) days after the Initial Fine, additional fines may be imposed as follows:

Curable Violations	
Initial Fine	$50.00
Second Fine	$100.00
Third Fine	$200.00
Fourth and Subsequent Fines	$400.00
Uncurable Violations and Violations	

Which Pose a Threat to Public Health or Safety	
Fine	amount not to exceed $2,000.00
Unapproved ACC Modifications	
Initial Fine	$100.00
Second Fine	$200.00
Third Fine	$400.00
Fourth and Subsequent Fines	$500.00

Fines and the frequency of fines, are to be determined by the Board, may be imposed every day that the Violation continues to exist after the Notice of Fine date. There shall be no limit to the aggregate amount of fines that may be imposed for the same Violation. The Owner may be notified by the Association in writing of the amount of fines accrued to Owner's account. The Board may modify, from time to time, the schedule of fines. The Board reserves the right to adjust these fine amounts based on the severity and/or frequency of the Violation(s).

3. **Right to a Hearing Before the Board of Directors**. If the Association receives a written request for a hearing on or before the thirtieth (30th) day after the date of the Notice of Violation, the Board shall hold a hearing not later than the thirtieth (30th) day after the date the Association received the written request for a hearing. The Association shall notify the Owner of the date, time, and place of the hearing not later than the tenth (10th) day before the date of the hearing. The notice of hearing may be sent by electronic mail, if an electronic mail address has been provided by the Owner, first-class mail, and/or certified mail. The Board or the Owner may request a postponement and, if requested, a postponement shall be granted for a period of not more than ten (10) days. Additional postponements may only be granted by agreement of the parties. The Owner's presence is not required to hold a hearing under this paragraph. The Association or Owner may make an audio recording of the hearing.

Not later than ten (10) days before the Board holds a hearing, the Association shall provide to the Owner a packet containing all documents, photographs, video evidence, and communications relating to the matter which the Association intends to introduce at the hearing ("*Evidence Packet*"), if any. If the Board intends to produce any documents, photographs, videos, and communications during the hearing, and does not send an Evidence Packet to the Owner in a timely manner, the Owner is entitled to an automatic fifteen (15) day postponement of the hearing. At the commencement of the hearing, a member of the Board or the Association's designated representative shall present the Association's case against the Owner. Following the presentation by the Board, the Owner or the Owner's designated representative is entitled to present the Owner's information and issues relevant to the appeal or dispute. The Owner or the Board may make an audio recording of the hearing. The minutes of the meeting shall contain a written statement of the results of the hearing and the sanction, if any, imposed by the Board. The Board shall notify the Owner in writing of its action within ten (10) days after the hearing. The Board may, but shall not be obligated to, suspend any proposed sanction if the Violation is cured within the ten (10) day period. Such suspension shall not constitute a waiver of the right to sanction future Violations of the same or other provisions and rules by any Owner.

Prior to the hearing, proof of proper notice of the hearing shall be placed in the minutes of the meeting. Such proof shall be deemed adequate if a copy of the notice, together with a statement of the date and manner of delivery, is entered by an Officer, Director or agent who delivered such notice. The notice requirement shall be satisfied if the Owner appears at the meeting. The minutes of the meeting shall contain a statement of the results of the hearing and the sanction, if any, imposed.

4. Corrective Action (Self-Help). Notwithstanding the provisions contained in Paragraph 2 hereof, where a Violation of the Governing Documents is determined to exist pursuant to any provision of this Enforcement Policy, Management, with the approval of the Board, may undertake to cause the Violation to be corrected, removed or otherwise abated by qualified contractors if the Association, in its reasonable judgment, determines that such Violation may be readily corrected, removed, or abated without undue expense and without breach of the peace. Where Management is authorized by the Board to initiate any action by qualified contractors, the following shall apply:

a. The Association, through Management, must first provide the Owner with a Notice of Violation as provided above. Should the Violation not have been remedied by the Owner within fourteen (14) days from the date of the Notice of Violation, then the Association must give the Owner, and any third party directly affected by the proposed action, prior written notice of the undertaking of the action ("*Notice of Corrective Action*"). The Notice of Corrective Action shall be sent to the Owner by certified mail, return receipt requested, and first-class U.S. mail, and include an opportunity for the Owner to cure the Violation prior to the undertaking of any corrective action.

b. Any cost incurred in correcting or eliminating a Violation shall be charged to the Owner's account.

c. The Association, the Board, and its agents and contractors shall not be liable to the Owner or any third party for any damages or costs alleged to arise by virtue of action taken under this Paragraph 4 where the Association, the Board, its agents, and contractors have acted reasonably and in conformity with this Enforcement Policy.

5. Referral to Legal Counsel. Where a Violation is determined to exist by the Board pursuant to any of the provisions of this Enforcement Policy and where the Board deems it to be in the best interests of the Association, the Board may, at any time and without prior notice to the Owner under the Enforcement Policy, refer the Violation to legal counsel for purposes of seeking to correct or otherwise abate the Violation, including an action for injunctive relief and/or civil damages against the Owner, or any other legal or equitable remedy that may be available to the Association.

6. Notices.

a. Any notice required by this Enforcement Policy to be given, sent, delivered, or received in writing will be deemed to have been given, sent, delivered, or received, as the case may be, upon the earlier to occur of the following:

(i) When the notice is delivered by electronic mail, the notice is deemed delivered and received when the sender "sends" the electronic mail and receives a confirmation or report acknowledging the time and date it was delivered. It is an Owner's duty and responsibility to keep an updated electronic mail address registered with the Association.

(ii) When the notice is placed into the care and custody of the United States Postal Service, the notice is deemed delivered and received as of the third day after the notice is deposited into a receptacle of the United States Postal Service with postage prepaid and addressed to the most recent address of the recipient according to the records of the Association. Any Notice of Violation or Notice of Corrective Action shall be sent certified mail, return receipt requested, and First-Class U.S. Mail.

b. Where the Lot is occupied by a tenant or where the interests of an Owner have been handled by a representative or agent of such Owner, any notice or communication from the Association or Management pursuant to this Enforcement Policy will be deemed full and effective for all purposes if given to the Owner at the address on record with the Association. The Association may, as a courtesy, also provide notice to the tenant.

7. Cure of Violation During Enforcement. An Owner may correct or eliminate a Violation at any time during the pendency of any procedure prescribed by this Enforcement Policy. Upon verification by the Association that the Violation has been corrected or eliminated, and any fines imposed by the Board has been paid, the Violation will be deemed to no longer exist, and the Notice of Violation shall be voided except as hereinafter provided. The Owner shall be advised by the Association of the consequences of the future Violation of the same provision of the Governing Documents as set forth in the following paragraph. The Owner will remain liable for all fines levied under this Enforcement Policy, which fines, if not paid upon written demand thereof by the Association, will be referred to the Association's legal counsel for collection. The Board, however, in its sole and absolute discretion, reserves the right to suspend or waive some or all of the fines imposed. The suspension or waiver of fines shall not constitute a waiver of the right to sanction Violations of the same or other provisions and rules by any person.

8. Repeated Violation of the Same Provision of the Governing Documents. Whenever an Owner, who has previously cured or eliminated a Violation after receipt of a Notice of Violation, commits a separate Violation of a similar provision of the Governing Documents within six (6) months from the date of the Notice of Violation, the Association shall reinstate the Violation, including the fines previously imposed related to such Violation that were waived by

the Board, and pursue the procedures set forth herein as if the Violation had never been cured or eliminated. For purposes of illustration only, in the event the Owner cured the Violation after having received an Initial/Courtesy Notice, the second Violation of the same provision shall prompt the Association to send a Notice of Violation. Similarly, in the event the Owner cured the Violation after having received a Notice of Violation, the second Violation shall prompt the Association to send a Notice of Fine as provided hereunder. In the event an Owner cured the Violation after having received a Notice of Fine, the second Violation shall prompt the Association to commence the levying of violation fines without further notice to the Owner. In the event of a repeated Violation, the Board shall be authorized to double the fine amount.

9. **Payment of Violation Fines**. Payment of the violation fine amount does not imply or constitute a waiver of enforcement or the granting of a variance for the Violation. All Violations must be corrected and brought into compliance with the Governing Documents. If there is a subsequent Violation of a similar rule, the fine amount will be imposed pursuant to the Fine Structure provision. Failure to pay fines may result in a lien on the Owner's Property. The Owner shall be responsible for any fines and enforcement costs assessed on the Property. If applicable, it is the Owner's responsibility to pursue reimbursement of the fines from the tenant(s).

10. **Authority of Management To Act**. The Board hereby authorizes and empowers Management to do all such things and perform all such acts as are necessary to implement and effectuate the purposes of the Enforcement Policy and compliance with Texas Property Code Section 209.0051(h), including the levying of violation fines, without further action by the Board. Notwithstanding the foregoing, the Board and Management agree to use best efforts to regularly communicate so Management can expeditiously effect any changes or requests made by the Board on behalf of the Association for any Enforcement Policy terms and provisions the Board has the authority to affect or change.

11. **Binding Effect**. The terms and conditions of this Enforcement Policy, as may be amended from time to time by the Board, shall bind all Owners including their heirs, successors, transferees or assigns, and all Lots as defined in the Declaration, and the Property shall hereafter be held, occupied, transferred, and conveyed subject to the terms and conditions of this Enforcement Policy, as amended by the Board.

This Enforcement Policy is hereby adopted by resolution of the Board and replaces and supersedes, in all respects, all prior policies and resolutions with respect to the enforcement of Violations by the Association, and shall remain in force and effect until revoked, modified, or amended by the Board.

12. **Definitions**. The definitions contained in the Association's Governing Documents are hereby incorporated herein by reference.

IN WITNESS WHEREOF, the Board has caused this Enforcement Policy to be effective and executed by its duly authorized representative as of the January 6, 2025.

RIDGELINE TOWNHOMES AT CARROLLTON OWNER'S ASSOCIATION, INC.,
a Texas non-profit corporation

By: Sterling M. Stoutel
Its: President BOD

EXHIBIT 1

Common Violations*

Holiday Decorations (if not removed within 30 days of the holiday)
Property used for storage (boats, vehicles, trailers, ATV, RVs, oversized work trucks, and any other oversized vehicle, etc.)
Trash cans, trash bags and recycling left in public view on days other than designated city trash pick-up days
Trash, debris, or refuse on property
Unapproved signs in yards or on property, including commercial/vendor signs
Home maintenance/repairs that do not conform with other homes in the subdivision (ex: rotting wood/siding, broken, missing or dilapidated fence pickets/fences, fence staining, sagging gutters, damaged garage door, replacing broken light fixtures, etc.)
Exterior painting needed (ex: house, front door, siding)
Failing to maintain lawn, including irrigation equipment, remove weeds from flower beds and tree wells, trim bushes, etc.
Littering in Common Areas
Modification, and/or addition made to Property without prior approval from the ACC
Vehicle violations, include, but are not limited to, any vehicle without a current (or missing) license plates or inspection sticker, wrecked, dismantled in any way or discarded is considered inoperable
Vehicle parking violations
Unapproved roof
Recreational equipment
Failure to remove pet waste or not keeping pet on leash
Livestock or poultry kept on property
Violations of the leasing or occupancy related rules

* This is not an exhaustive list of violations.

Exhibit A-2

RIDGELINE TOWNHOMES
AT
CARROLLTON
OWNER'S ASSOCIATION, INC.

POLICY REGARDING THE COLLECTION AND PAYMENT OF ASSESSMENTS AND OTHER CHARGES AND FEES

WHEREAS, the Board of Directors ("*Board*") of Ridgeline Townhomes at Carrollton Owner's Association, Inc., a Texas non-profit corporation ("*Association*"), is empowered to govern the affairs of the Association pursuant to Article IV of the Declaration and Restrictions of Ridgeline Townhomes at Carrollton, recorded under Volume 83036, Page 2718, *et seq.* of the Official Public Records of Dallas County, Texas ("*Declaration*"), Article III of the Bylaws of the Association ("*Bylaws*"), and the Texas Business Organizations Code; and

WHEREAS, the Board, on behalf of the Association, has determined that there is a need to adopt or amend a specific collection policy ("*Policy*") on the collection and payment of assessments[1] and other charges and fees owed to the Association pursuant to the Declaration; and

WHEREAS, it is the intent that this Policy shall rescind, amend, and restate all prior policies adopted by the Association governing the collection of assessments, shall be applicable to all Members[2] of the Association, and shall remain in effect until otherwise rescinded, modified, or amended by the Board pursuant to the governing documents.

NOW, THEREFORE BE IT RESOLVED THAT, the following Policy establishes equitable policies and procedures for the collection of Assessments levied pursuant to the Declaration. Terms used in this Collection Policy, but not defined, shall have the meaning subscribed to such term in the Declaration. As a condominium regime, the Association is also subject to State laws, including Chapter 82 of the Texas Property Code -- the Texas Uniform Condominium Act ("*TUCA*"). In addition to rights and remedies of the Association under the Declaration, TUCA gives the Association, acting through the Board:

1. Authority to adopt and amend rules regulating the collection of delinquent assessments and the application of payments. §82.102(a)(13)

2. Authority to impose interest and late charges for late payments of assessments, and returned check charges. §82.102(a)(12)

---

[1] The term "assessments" may include, as authorized by the Declaration, special assessments, specific assessments, individual assessments, initiation assessments, yard assessments, capital improvement assessments, and other sums assessed against any Lot. The Board may establish alternate payment schedules for certain assessments.

[2] The terms "Members" and "Owners" are used interchangeably in this Policy.

3. Authority to adopt and amend rules regulating the termination of utility service to a unit, the owner of which is delinquent in the payment of an assessment that is used, in whole or in part, to pay the cost of that utility. §82.102(a)(14)

4. Authority to suspend the voting privileges of or the use of certain general common elements by an owner delinquent for more than 30 days in the payment of assessments. §82.102(a)(18)

5. A private power of sale to foreclose the assessment lien non-judicially, subject to a limited right of redemption by the unit owner. §82.113

To establish equitable policies and procedures for the collection of delinquent assessments, the Board adopts this Collection Policy for the benefit of the Association.

SECTION 1. DELINQUENCIES, LATE CHARGES, AND INTEREST

1-A Due Date. An owner will timely and fully pay regular assessments and special assessments. Regular assessments are due and payable on the first calendar day of each month.

1-B Delinquent. Any assessment that is not fully paid by 5:00 p.m. on the fifteenth (15th) calendar day of the month is deemed delinquent. When the account of a unit becomes delinquent, it remains delinquent until paid in full -- including collection costs and late fees.

1-C Late Fees & Interest. If the Association does not receive full payment of a regular assessment by 5:00 p.m. on the fifteenth (15th) calendar day of the month, the Association may levy a late fee of not less than $50.00 per month and/or interest of eighteen percent (18%) per annum from the day of delinquency until the delinquency is paid in full.

1-D Liability for Collection Costs. The defaulting owner is liable to the Association for the cost of title reports, 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 may levy a charge up to $30.00 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 not be waived by the Board, unless a majority of the directors determines that extraordinary circumstances warrant an adjustment to the account, in which case the adjustment must be described in detail in the minutes of the Board's meeting. Because of the potential for inadvertently effecting a waiver of the policies contained in this Collection Policy, the Board will exercise caution in granting adjustments to an owner's account.

1-G Lock Boxes. The Association may establish a lock box for receipt of all payments from owners. PAYMENTS MADE TO A LOCK BOX ARE DEPOSITED IN THE ASSOCIATION'S BANK ACCOUNT WITHOUT REGARD TO COMMUNICATIONS OR OTHER NOTICES ENCLOSED WITH OR STATED ON THE PAYMENT. ANY

NOTICE OR COMMUNICATION (INCLUDING, WITHOUT LIMITATION, A DISPUTE OF THE DEBT) ENCLOSED WITH OR STATED ON THE PAYMENT TO THE LOCKBOX WILL BE INEFFECTIVE AND NOT BINDING ON THE ASSOCIATION. ANY DISPUTE OF AN ASSESSMENT OR RELATED CHARGE, ANY PROPOSED TENDER OF AN AMOUNT OF LESS THAN PAYMENT OF THE ENTIRE AMOUNT CLAIMED TO BE DUE BY THE ASSOCIATION INTENDED TO SATISFY THE OWNER'S DEBT IN FULL, OR ANY CHANGE IN THE IDENTITY, STATUS OR ADDRESS OF AN OWNER, TO BE VALID, MUST BE IN WRITING, AND SENT TO THE ASSOCIATION'S MANAGING AGENT AT THE ADDRESS SET FORTH IN THE MOST RECENTLY FILED MANAGEMENT CERTIFICATE.

1-H Ownership Records. All collection notices and communications will be directed to those persons shown by the records of the Association as being the owner or a Unit for which assessments are due and will be sent to the most recent address of such owner solely as reflected by the records of the Association. Any notice or communication directed to a person at an address, in both cases reflected by the records of the Association as being the owner and address for a given Unit, will be valid and effective for all purposes pursuant to the Declaration and this Collection Policy until such time as there is actual receipt by the Association of written notification from the owner of any change in the identity or status of such owner or its address or both.

1-I Notification of Owner's Representative. Where the interests of an owner in a Unit have been handled by a representative or agent of such owner or where an owner has otherwise acted so as to put the Association on notice that its interests in a Unit have been and are being handled by a representative or agent, any notice or communication from the Association pursuant to this Collection Policy will be deemed full and effective for all purposes if given to such representative or agent.

SECTION 2. INSTALLMENTS & ACCELERATION

If a special 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 that assessment. A special assessment payable in installments may be accelerated only after the Association gives the owner at least 15 days prior notice of the default and the Association's intent to accelerate the unpaid balance if the default is not timely cured. Following acceleration of the indebtedness, the Association has no duty to reinstate the installment program upon partial payment by the owner.

[CONTINUED ON FOLLOWING PAGE]

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 may 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) Collection costs & attorney's fees
(2) Fines
(3) Reimbursable expenses
(4) Late charges & interest
(5) Delinquent special assessments
(6) Delinquent regular assessments
(7) Delinquent utility assessments
(8) Current special assessments
(9) Current regular assessments
(10) Current utility assessments

3-B Form of Payment. The Association may require that payment of delinquent assessments be made only in the form of cash, cashier's check, or certified funds.

3-C Partial and Conditioned Payment. The Association may refuse to accept partial payment (*i.e.*, less than the full amount due and payable) and payments to which the payer attaches conditions or directions contrary to the Board's policy for applying payments. The Association's endorsement and deposit of a payment does not constitute acceptance. Instead, acceptance by the Association occurs when the Association posts the payment to the unit's account. If the Association does not accept the payment at that time, it will promptly refund the payment to the payer. A payment that is not refunded to the payer within 30 days after being deposited by the Association may be deemed accepted as to payment, but not as to words of limitation or instruction accompanying the payment. The acceptance by the Association of partial payment of delinquent assessments does not waive the Association's right to pursue or to continue pursuing its remedies for payment in full of all outstanding obligations.

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, a copy of which will be sent to the owner. The Association may require the owner to prepay the cost of preparing and recording the release.

3-E 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

The defaulting owner is liable to the Association for the cost of title reports, credit reports, certified mail, long distance calls, filing fees, and other reasonable costs and attorney's fees incurred in the collection of the delinquency, which amounts are secured by a lien against the unit.

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 one or more written notices 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 Collection by Attorney. After giving the owner notice of the delinquency, the Association may refer the delinquent account to an attorney for collection. In that event, the defaulting owner will be liable to the Association for its legal fees and expenses.

5-D Verification of Owner Information. The Association may obtain a title report to determine the names of the unit owners and the identity of other lienholders, including the mortgage company.

5-E Notification of Mortgage Lender. The Association may notify the mortgage lender of the default in assessment obligations.

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

5-G Notice of Lien. The Association may cause a notice of the Association's assessment lien against the unit to be publicly recorded. In that event, a copy of the notice will be sent to the defaulting owner, and may be sent to his mortgage holder.

5-H Foreclosure of Lien – Non-judicially. The Board may instruct an attorney, officer, or agent of the Association to notify the defaulting owner of the Association's intent to foreclose its assessment lien, to post the property for public auction, and to conduct a public auction of the unit on the steps of the county courthouse in accordance with State law and the Association's Governing Documents. The Board may not foreclose a lien consisting solely of fines or securing money for which the Association has obtained a personal money judgment.

5-I Foreclosure of Lien -- Judicially. The Association may file suit against the owner for judicial foreclosure of the Association's assessment lien. This action may be combined with a claim against the owner's personal liability, for recovery of a money judgment.

5-J Suit for Owner's Personal Liability. Whether or not the Association forecloses the Association's assessment lien, the Board may file suit for a personal judgment against the defaulting owner, and may execute on the judgment.

5-K Possession Following Foreclosure. If the Association purchases the unit at public auction, the Board may immediately institute actions to recover possession.

5-L Limited Right of Redemption. If the Association buys a residential unit at the nonjudicial foreclosure sale of its assessment lien, the Association's ownership is subject to a 90-day right of redemption by the owner. TUCA's statutory right of redemption does not apply to judicial foreclosures or foreclosures of judgment liens.

5-M Collection Agency. The Board may employ or assign the debt to one or more collection agencies.

5-N Cancellation of Debt. If the Board deems the debt to be uncollectible, the Board may elect to cancel the debt on the books of the Association, in which case the Association may report the full amount of the forgiven indebtedness to the Internal Revenue Service as income to the defaulting owner.

5-O Suspension of Voting Rights. The Association may suspend the voting rights of an owner whose account with the Association is delinquent for at least 30 days.

5-P Suspension of Common Area/Use Privileges. The Association may suspend the owner's right to use the recreational facilities/amenities within the common areas and/or suspend any other services provided by the Association if said owner's account is delinquent for at least 30 days.

5-Q Utility Shut-Off. The Association may terminate utility service to the unit for which assessments used to pay the cost of that utility are delinquent, according to the Association's utility shut-off policy.

SECTION 6. GENERAL PROVISIONS

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

6-B Other Rights. This Collection Policy is in addition to and does not detract from the rights of the Association to collect assessments under the Association's governing documents 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 governing documents or any other document or agreement executed or made in connection with this Collection Policy, the Association will not in any event be entitled to receive or collect, as interest, a sum greater than the maximum amount permitted by applicable law. If from any circumstances whatsoever, the Association ever receives, collects, or applies as interest a sum in excess of the maximum rate permitted by law, the excess amount will be applied to the reduction

of unpaid special and regular assessments, or reimbursed to the owner if those assessments are paid in full.

6-D Verification of Indebtedness and Compliance with the Soldiers' and Sailors' Civil Relief Act. For so long as the collection of assessments may be subject to the requirements of the Fair Debt Collection Practices Act ("*FDCPA*"), all communications from legal counsel will include such required notices as are prescribed by the FDCPA, the Soldiers and Sailors Relief Act ("*SCRA*"), and the Texas Property Code (as applicable). Furthermore, where an owner requests verification of the indebtedness, Management will, upon notification of the owner's request, supply such verification before any further collection action is taken with respect to such owner. The exercise of the collection rights of the Association regarding assessments will in all ways comply with the FDCPA, the SCRA, and the Texas Property Code, to the extent such acts may apply.

6-E Definitions. Words and phrases used in this Collection Policy have the same meanings given to them by the Declaration.

6-F Amendment of Policy. This Collection Policy will remain effective until the Association delivers to an owner of each unit notice of amendment or revocation of this Collection Policy. The notice may be published and distributed in an Association newsletter or other community-wide publication.

IT IS FURTHER RESOLVED that this Collection Policy replaces and supersedes in all respects all prior policies and resolutions with respect to the collection of assessments by the Association, and is effective upon its filing with the Office of the Dallas County Clerk, and shall remain in force and effect until revoked, modified or amended by the Board.

IN WITNESS WHEREOF, the Board has caused this Collection Policy to be executed by its duly authorized representative as of the [illegible] 2024

RIDGELINE TOWNHOMES AT CARROLLTON OWNER'S ASSOCIATION, INC.,
a Texas non-profit corporation

By: [signature]
Its: President-TXO

Dallas County
John F. Warren
Dallas County Clerk

Instrument Number: 202500003949

eRecording - Real Property

Recorded On: January 08, 2025 08:27 AM

Number of Pages: 22

" Examined and Charged as Follows: "

Total Recording: $105.00

********** **THIS PAGE IS PART OF THE INSTRUMENT** **********
Any provision herein which restricts the Sale, Rental or use of the described REAL PROPERTY because of color or race is invalid and unenforceable under federal law.

File Information:

Document Number:	202500003949
Receipt Number:	20250107000945
Recorded Date/Time:	January 08, 2025 08:27 AM
User:	Tineka S
Station:	Cc102

Record and Return To:

CSC Global

STATE OF TEXAS
COUNTY OF DALLAS

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 Dallas County, Texas.**

John F. Warren
Dallas County Clerk
Dallas County, TX

TABLE OF CONTENTS

FOR THE DECLARATION AND RESTRICTIONS OF

RIDGELINE TOWNHOMES

AT CARROLLTON

	Page
INTRODUCTORY	1
ARTICLE I - DEFINITIONS AND TERMS	
Paragraph 1.1 - DEFINITIONS AND TERMS	2
ARTICLE II - CONDOMINIUM UNIT DESIGNATIONS AND DESCRIPTIONS	
Paragraph 2.1 - RECORDATION OF PLAT	7
Paragraph 2.2 - DESIGNATION OF UNITS	8
Paragraph 2.3 - LIMITED COMMON ELEMENTS	8
Paragraph 2.4 - REGULATION OF COMMON AREAS	8
Paragraph 2.5 - INSEPARABLE UNITS	9
Paragraph 2.6 - DESCRIPTIONS	9
Paragraph 2.7 - ENCROACHMENTS	9
Paragraph 2.8 - GOVERNMENTAL	9
Paragraph 2.9 - USE AND OCCUPANCY RESTRICTIONS	9
ARTICLE III - RIGHTS AND OBLIGATIONS OF OWNERSHIP	
Paragraph 3.1 - OWNERSHIP	17
Paragraph 3.2 - PARTITION	17
Paragraph 3.3 - EXCLUSIVENESS OF OWNERSHIP	17
Paragraph 3.4 - ONE-FAMILY RESIDENTIAL DWELLING	17
Paragraph 3.5 - MECHANIC'S AND MATERIALMAN'S LIENS	17
Paragraph 3.6 - RIGHT OF ENTRY	18
Paragraph 3.7 - OWNER MAINTENANCE	18
Paragraph 3.8 - ALTERATION	18
Paragraph 3.9 - RESTRICTION OF OWNERSHIP	19
Paragraph 3.10 - LIABILITY FOR NEGLIGENT ACTS	19
Paragraph 3.11 - SUBJECT TO DECLARATION AND BY-LAWS	19

VOL PAGE
83036 2918

	Page
ARTICLE IV - MANAGEMENT AND ADMINISTRATION	
Paragraph 4.1 - BY-LAWS	19
Paragraph 4.2 - DECLARANT CONTROL	20
Paragraph 4.3 - TEMPORARY MANAGING AGENT	20
Paragraph 4.4 - SPECIFIC POWER TO RESTRICT USE AND ENJOYMENT	21
Paragraph 4.5 - MEMBERSHIP, VOTING, QUORUM, PROXIES	22
Paragraph 4.6 - INSURANCE	23
ARTICLE V - MAINTENANCE ASSESSMENTS	
Paragraph 5.1 - ASSESSMENTS FOR COMMON EXPENSES	25
Paragraph 5.2 - PURPOSE OF ASSESSMENTS	26
Paragraph 5.3 - DETERMINATION OF ASSESSMENTS	26
Paragraph 5.4 - INITIAL ASSESSMENT AND MAXIMUM MONTHLY ASSESSMENT	27
Paragraph 5.5 - OBLIGATION OF DECLARANT FOR ASSESSMENTS AND MAINTENANCE	27
Paragraph 5.6 - SPECIAL ASSESSMENTS FOR IMPROVEMENTS	28
Paragraph 5.7 - COMMENCEMENT OF ASSESSMENTS	28
Paragraph 5.8 - NO EXEMPTION	29
Paragraph 5.9 - LIEN FOR ASSESSMENTS	29
Paragraph 5.10 - SUBORDINATION OF THE LIEN TO MORTGAGES	31
Paragraph 5.11 - STATEMENT OF ASSESSMENTS	31
ARTICLE VI - DESTRUCTION OF OBSOLESCENCE OF IMPROVEMENTS	
Paragraph 6.1 - DESTRUCTION OF OBSOLESCENCE	32
Paragraph 6.2 - JUDICIAL PARTITION	38
Paragraph 6.3 - CONDEMNATION	38
ARTICLE VII - PROTECTION OF MORTGAGEE	
Paragraph 7.1 - NOTICE TO ASSOCIATION	42
Paragraph 7.2 - NOTICE OF DEFAULT	42
Paragraph 7.3 - EXAMINATION OF BOOKS	42
Paragraph 7.4 - RESERVE FUND	42
Paragraph 7.5 - ANNUAL AUDITS	42
Paragraph 7.6 - NOTICE OF MEETINGS	42

VOL. PAGE

83030 2513

Page

Paragraph 7.7 - APPROVAL FOR AMENDMENTS TO DELARATION, ETC. 42

Paragraph 7.8 - NOTICE OF DAMAGE OR DESTRUCTION 43

Paragraph 7.9 - MANAGEMENT AGREEMENTS 43

Paragraph 7.10 - RIGHT TO PARTITION 43

Paragraph 7.11 - TAXES, ASSESSMENTS AND CHARGES 43

Paragraph 7.12 - OTHER ACTS BY ASSOCIATION REQUIRING APPROVAL OF MORTGAGEES OR OWNERS 44

ARTICLE VIII - MISCELLANEOUS PROVISIONS

Paragraph 8.1 - AMENDMENT 44

Paragraph 8.2 - CORRECTION OF ERROR 44

Paragraph 8.3 - OWNERSHIP OF COMMON PERSONAL PROPERTY 45

Paragraph 8.4 - CHANGE IN DOCUMENTS 45

Paragraph 8.5 - NOTICE 45

Paragraph 8.6 - CONFLICT BETWEEN DECLARATION AND BY-LAWS 45

Paragraph 8.7 - INVALIDATION OF PARTS 45

Paragraph 8.8 - OMISSIONS 46

Paragraph 8.9 - TEXAS CONDOMINIUM ACT 46

Paragraph 8.10 - GENDER 46

VOL. PAGE
5036 2920

CONDOMINIUM DECLARATION AND RESTRICTIONS

FOR

RIDGELINE TOWNHOMES

AT CARROLLTON

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

THAT, WHEREAS, the undersigned Declarant, hereinafter called "Declarant", is the Owner of certain real property situated in the County of Dallas, State of Texas, being described more fully on Exhibit "A", which by this reference is made a part hereof; and

WHEREAS, Declarant desires to establish a Condominium Regime under the Condominium Act of the State of Texas, Article 1301a, Revised Civil Statutes of Texas, herein called the "Act"; and

WHEREAS, Declarant owns the forty-two multifami / buildings which have been or are being constructed and other improvements appurtenant thereto on the Property described in said Exhibit "A", and which, when all completed, shall consist of one hundred ninety-two separately designated Condominium Units and which will be known as RIDGELINE TOWNHOMES at Carrolton, and

WHEREAS, Declarant does hereby establish a plan for the individual ownership in fee simple of estates consisting of the area or space contained in each of the Units, herein called the "Condominium Regime", in the twenty-one Buildings and the co-ownership by the individual and separate Unit Owners thereof, as tenants in common, of all of the remaining property, which includes both Limited Common Elements and General Common Elements, as hereinafter defined in Paragraph 1.1 hereof, and which are hereinafter collectively referred to as the "Common Elements" or "Common Areas".

S10336 2821

NOW, THEREFORE, Declarant does hereby submit the real Property described on the attached Exhibit "A", and all improvements thereon, to the provisions of the Act and the Condominium Regime, and does hereby publish and declare that the following terms, covenants, conditions, easements, restrictions, uses, limitations and obligations

shall be deemed to run with the land and shall be a burden and a benefit to Declarant, its successors and assigns, and to any person acquiring or owning an interest in the real Property and improvements, their grantees, successors, heirs, executors, administrators, devisees and assigns.

ARTICLE I

DEFINITIONS AND TERMS

1.1 DEFINITIONS OF TERMS. As used in this agreement, the following terms shall have the following meanings unless the context shall expressly provide otherwise:

a. "Board" or "Board of Directors" shall refer to the Board of Directors of RIDGELINE TOWNHOMES AT CARROLLTON OWNERS' ASSOCIATION, INC.

b. "Common Assessment" means the charge against each Unit Owner and his Unit, representing a portion of the total costs to the Association of maintaining, improving, repairing, replacing, managing, and operating the Property, which is to be paid uniformly and equally by each Unit Owner of the Association, as provided herein. This shall also include charges assessed against each Unit Owner to maintain a reserve for replacement fund and to cover costs incurred by the Association to participate in any condemnation suit, as provided in Paragraph 6.3 hereof.

c. "Common Elements" means and includes all of the Property described in Exhibit "A", and all of the improvements thereto and thereon located, excepting all Units. Common Elements shall consist of the General Common Elements and the Limited Common Elements.

d. "Common Expenses" means and includes:

(1) All sums lawfully assessed against the Common Elements by the Association;

(2) All expenses of administration and management, maintenance, operation, repair or replacement of and addition to the Common Elements (including unpaid special assessments);

83036 2922

(3) Expenses agreed upon as Common Expenses by the Unit Owners; and

(4) Expenses declared to be Common Expenses by this Declaration or by the By-Laws.

e. "Completed Unit" means a completely finished Unit, including, but not limited to, the installation of all appliances and utilities, rendering it ready for occupancy by an Owner other than Declarant.

f. "Condominium Owners Association" or "Association" means RIDGELINE TOWNHOMES AT CARROLLTON OWNERS' ASSOCIATION, INC., a Texas non-profit corporation, the By-Laws of which shall govern the administration of this Condominium Property and the membership of which shall be composed of all the Owners of the Condominium Units according to such By-Laws.

g. "Condominium Unit" shall mean an individual Unit as shown on Exhibit B together with the interest in the Common Elements (General or Limited) appurtenant to such Unit as shown on Exhibit C.

h. "Construction Period" means that period of time during which Declarant is developing the Premises and selling the Condominium Units, which time period shall extend from the date hereof until such time as Declarant transfers title to all of its Condominium Units.

i. "Declarant" shall mean RIDGELINE PARTNERS, LTD., a Texas Limited Partnership, or its successors or assigns, who is developing the Property as a condominium.

j. "Declaration" shall mean this Condominium Declaration instrument.

FILED
83036 282

k. "General Common Elements" means a part of the Common Elements and includes:

(1) The real Property described in Exhibit "A" attached hereto;

(2) The foundations, load bearing walls and columns, roofs, halls, lobbies, stairways, and entrances and exits or communicationways;

(3) The basements, roofs, yards and gardens, except as otherwise herein provided or stipulated;

(4) All compartments or installations of central services, such as power, light, gas, cold and hot water, refrigeration, central air conditioning and central heating reservoirs, water tanks and pumps, swimming pools and equipment, storage space, and the like;

(5) All shafts, garbage and trash facilities, and, in gereral, all devises or installations existing for common use; and

(6) All other elements of the Buildings desirably or rationally of common use or necessary to the existence, upkeep and safety of the Condominium Regime established by this Declaration.

(7) The swimming pools and office-restroom building associated therewith.

l. "Lienholder" and Mortgagee" shall mean the holder of a mortgage lien on any Unit in the Condominium Project.

m. "Limited Common Elements" means and includes those Common Elements which are reserved for the exclusive use of an individual Owner of a Unit or a certain number of individual Owners of Units, for the exclusive use of those Owners, which may include:

(1) "Air handlers", pipes, ducts, electrical wiring and conduits located entirely within a Unit or adjoining Units

83036 2824

and serving only such Unit or Units, and such portions of the perimeter walls, floors and ceilings, doors, vestibules, windows, entryways, and all associated fixtures and structures therein, as lie outside the Unit Boundaries;

(2) Parking spaces, and carports and patio and deck areas designated as an appurtenance to a Unit; and

(3) Patio structures serving exclusively a single Unit or one (1) or more adjoining Units.

n. "Majority of Unit Owners" means those Owners with fifty-one per cent (51%) of the votes entitled to be cast.

o. "Occupant" means a person or persons in possession of a Unit, regardless of whether said person is a Unit Owner.

p. "Owner" means a person, firm, corporation, partnership, association, trust or other legal entity or any combination thereof, who owns, of record, title to one (1) or more Condominium Units.

q. "Plat", "Survey Map", "Map" and "Plans" mean or include the engineering survey of the land, locating thereon all of the improvements, the floor and elevation plans and any other drawing or diagrammatic plan depicting a part of, or all of, the improvements, same being herewith filed, consisting of four sheets, labeled Exhibit "B" and incorporated herein.

r. "Premises", "Project" or "Property" means and includes the land, the Buildings, the Units, and all improvements and structures thereon and all rights, easements and appurtenances belonging thereto.

s. "Special Assessments" In addition to the common assessments described above, the Association may levy, in any assessment year, a special assessment applicable to that year only for the purpose of deferring, in whole or in part:

WOOD COUNTY
83036 2825

(1) The cost of any construction, reconstruction, repair or replacement of a capital improvement upon the Common Area, including fixtures and personal property related thereto; or

(2) The expense of any other contingencies or unbudgeted costs provided that any such assessment shall have the assent of two-thirds (2/3) of the votes of the Members who are voting in person or by proxy at a meeting duly called for this purpose. Any amounts assessed pursuant hereto shall be assessed to Owners in proportion to the interest in the Common Elements owned by each. The Association, after due notice and hearing, shall also have the authority to establish and fix a special assessment upon any Unit to secure the liability of the Owner of such Unit to the Association for any breach by such Owner of any of the provisions of this Declaration, which breach shall require an expenditure by the Association for repair or remedy. Special assessments may be billed or collected on a monthly basis. The above mentioned liability of any Owner is to be established as set forth in this Declaration.

t. "Unit" shall mean the elements of an individual Condominium Unit which are not owned in common with the Owners of the other Condominium Units in the Project as shown on the Maps, which are exhibits attached hereto, and each Unit shall include the air space assigned thereto. The boundaries of each such Unit space shall be and are the interior surfaces of the perimeter walls, floors, ceilings, window frames, doors, door frames and trim, and the space includes both the portions of the Building so described and the air space so encompassed, excepting the Common Elements. In interpreting deeds, mortgages, deeds of trust and other instruments, the existing physical boundaries of the Unit reconstructed in substantial accordance with the original Plans

thereof shall be conclusively presumed to be its boundaries regardless of settling, rising, or lateral movement of the Building and regardless of variances between boundaries shown on the Plat and those of the Building. The individual ownership of each Unit space herein defined shall further include the interior construotions, partitions, appliances, fixtures and improvements which are intended to exclusively serve such Unit space, such as non-load bearing interior room walls, floor coverings or finish, closets, cabinets, shelving, individual bathroom and kitchen fixtures, plumbing and appliances, individual lighting and electrical fixtures and other separate items or chattels belonging exclusively to such Unit, any of which may be removed, replaced, disposed of or otherwise treated without affecting any other Unit space or ownership, use or enjoyment thereof. None of the land in this Project on which any Unit space or porch space is located shall be separately owned, as all land in this Project shall constitute part of the "Common Elements" of the Property as herein defined, and shall be owned in common by the Owners of the Units in this Condominium Project. It is intended the term "Unit", as used in this Declaration, shall have the same meaning as the term "Apartment" as used in the Act.

ARTICLE II

CONDOMINIUM UNIT DESIGNATIONS AND DESCRIPTIONS

2.1 RECORDATION OF PLAT. The Plat shall be filed for record simultaneously with the recording of this Declaration as a part hereof, and prior to the first conveyance of any Condominium Unit. Such Plat consists of and sets forth:

a. The legal description of the surface of the land;

b. The linear measurements and location, with reference to the exterior boundaries of the land, of the Buildings and all other improvements constructed, or to be constructed, on said land by Declarant;

c. The exterior boundaries and number of each Unit, expressing its square footage, and any other data necessary for

83036 28

its identification, which information will be depicted by a Plat of such floor of each Building showing the letter of the Building, the number of the floor and the number of the Unit; and

d. The location of the Limited Common Elements.

2.2 DESIGNATION OF UNITS. The Property is hereby divided into one hundred ninety-two separately designated Units contained within forty-two (42) Buildings. Each Unit is identified by number and each Building is identified by letter on the Map. The remaining portion of the Premises, referred to as the Common Elements, shall be owned in common by the Owners. The Owners of each Unit shall own an undivided interest in said Common Elements, the percentage or fraction thereof for each Unit being as shown on the attached Exhibit "C".

2.3 LIMITED COMMON ELEMENTS. Portions of the Common Elements are set aside and reserved for the exclusive use of the individual Owners, such areas being Limited Common Elements. The Limited Common Elements reserved for the exclusive use of the individual Owners are t' automobile parking spaces, garages, patio areas, deck areas, and patio structures. Such spaces and structures are allocated and assigned as indicated on the Plat. Such Limited Common Elements shall be used in connection with the particular unit, to the exclusion of the use thereof by the Owners, except by invitation.

2.4 REGULATION OF COMMON AREAS. Portions of the Common Areas are intended as recreation areas, and are improved with green areas, swimming pools, office-restroom and other facilities. Reasonable regulations governing the use of such facilities by Owners and by their guests and invitees shall be promulgated by Declarant, or by the Board of Directors of the Association after the same has been elected. Such regulations shall be permanently posted at the office and/or elsewhere in said recreational areas, and all Owners shall be furnished with a copy thereof. Each Owner shall be required to strictly comply with said rules and regulations, and shall be responsible to the Association for the compliance therewith by the members of their respective families, relatives, tenants, guests or invitees, both minor and adult.

2.5 INSEPARABLE UNITS. Each Unit and its corresponding pro-rata interest in and to the Common Elements appurtenant thereto shall be inseparable and may not be conveyed, leased or encumbered separately, and shall at all times remain indivisible.

2.6 DESCRIPTIONS. Every deed, lease, mortgage, trust deed or other instrument may legally describe a Condominium Unit by its identifying Building letter and Unit number, as shown on the Map, followed by the words RIDGELINE TOWNHOMES AT CARROLLTON and by reference to this recorded Declaration and Map. Every such description shall be deemed good and sufficient for all purposes to convey, transfer, encumber or otherwise affect the Common Elements.

2.7 ENCROACHMENTS. If any portion of the Common Elements encroaches upon a Unit or Units, a valid easement for the encroachment and for the maintenance of same, so long as it stands, shall and does exist. If any portion or portions of a Unit or its encroach upon the Common Elements, a valid easement for the encroachment and for the maintenance of same, so long as it stands, shall and does exist. A valid easement also exists to that portion of the General Common Elements and of the Limited Common Elements occupied by any part of an Owner's Unit not contained within the physical boundaries of such Unit, including, but not limited to, space occupied by heating and air conditioning equipment, utility lines and similar equipment which serves only one (1) Unit. For title or other purposes, such encroachments and easements shall not be considered or determined to be encumbrances either on the Common Elements or the individual Units.

2.8 GOVERNMENTAL ASSESSMENT. Declarant shall give written notice to the various Tax Assessors' Offices of the creation of Condominium ownership of this Property, as is provided by law, so that each Unit and its percentage or fraction of undivided interest in the Common Elements shall be deemed a separate parcel and subject to separate assessment and taxation.

83035 25

2.9 USE AND OCCUPANCY RESTRICTIONS.

a. Subject to the provisions of this Declaration and By-Laws, no part of the Property may be used for purposes other

than housing and the related common purposes for which the Property was designed. Each Unit or any two (2) or more adjoining Units used together shall be used for residential purposes or such other uses permitted by this Declaration, and for no other purposes. The foregoing restrictions as to residence shall not, however, be construed in such manner as to prohibit a Unit Owner from:

(1) Maintaining his personal professional library;

(2) Keeping his personal business or professional records or accounts; or

(3) Handling his personal business or professional telephone calls or correspondence, which uses are expressly declared customarily incidental to the principal residential use and not in violation of said restrictions.

b. That part of the Common Elements separating and located between and exclusively serving two (2) or more adjacent Units used together (including, without limitation, portions of any hallway and any walls) may be altered with written consent of the Board, as provided in Paragraph 3.8 herein, to afford ingress to and egress from such Units and to afford privacy to the Occupants of such Units when using such Common Elements, and that part of the Common Elements so altered may be used by the Unit Owner or Owners of such Unit as a licensee pursuant to a license agreement with the Association, provided:

(1) The expense of making such alterations shall be paid in full by the Unit Owner or Owners making such alterations;

(2) Such Unit Owner or Owners shall pay in full the expense of restoring such Common Elements to their condition prior to such alteration in the event such Units cease to be used together, as aforesaid; and

(3) Such alteration shall not interfere with use and enjoyment of the Common Elements (other than the aforesaid part of the Common Elements separating such adjacent Units),

including, without limitation, reasonable access and ingress to and egress from the other Units in the hallway affected by such alteration.

c. The Common Elements shall be used only by the Unit Owners and their agents, servants, tenants, family members, customers, invitees and licensees for access, ingress to and egress from the respective Units and for other purposes incidental to use of the Units; provided, however, receiving rooms, storage space, swimming pools, office-restroom, and any other areas designed for specific use shall be used for the purposes approved by the Board.

d. The use, maintenance and operations of the Common Elements shall not be obstructed, damaged or unreasonably interfered with by any Unit Owner, and may be subject to lease, concession or easement, presently in existence or entered into by the Board at some future time.

e. Without limiting the generality of the foregoing provisions of this Paragraph 2.9, use of the Property by the Unit Owners shall be subject to the following restrictions:

(1) Nothing shall be stored in the Common Elements without prior consent of the Board, except in storage spaces or as otherwise herein expressly provided;

(2) Nothing shall be done or kept in any Unit or in the Common Elements which will increase the rate of insurance for the Property without the prior written consent of the Board. No Unit Owner shall permit anything to be done or kept in his Unit or the Common Elements which will result in the cancellation of insurance on any Unit, or any part of the Common Elements, or which will be in violation of any law;

(3) No waste shall be committed in or on the Common Elements;

(4) Subject to the rights of Declarant under

Paragraph 2.9e(14) of this Declaration, no sign of any kind shall be displayed to the public view on or from any Unit or Common Elements without the prior written consent of the Board or the written consent of the managing agent acting in accord with the Board's direction;

(5) No noxious or offensive activity shall be carried on, in or upon the Common Elements, nor shall anything be done therein which may be or become an unreasonable annoyance or a nuisance to any other Unit Owner. No loud noises or noxious odors shall be permitted on the Property, and the Board shall have the right to determine in accordance with the By-Laws if any such noise, odor or activity constitutes a nuisance. Without limiting the generality of any of the foregoing provisions, no exterior speakers, horns, whistles, bells or other sound devices (other than security devices used exclusively for security purposes), noisy or smoky vehicles, large power equipment or large power tools, unlicensed off-road motor vehicles or other items which may unreasonably interfere with television or radio reception of any Unit Owner in the Property, shall be located, used or placed on any portion of the Property or exposed to the view of other Unit Owners without the prior written approval of the Board;

(6) Except as expressly provided hereinabove, nothing shall be altered or constructed in or removed from the Common Elements, except upon the written consent of the Board;

(7) No structure of a temporary character, trailer, tent, shack, garage, barn, or other outbuildings shall be permitted on the Property at any time temporarily or permanently, except with the prior written consent of the Board; provided, however, that

temporary structures may be erected for use in connection with the repair or rebuilding of the Buildings or any portion thereof;

(8) No rubbish, trash or garbage or other waste material shall be kept or permitted upon any Unit or the Common Elements, except in sanitary containers located in appropriate areas screened and concealed from view, and no odor shall be permitted to arise therefrom so as to render the Property or any portion thereof unsanitary, unsightly, offensive or detrimental to any other Property in the vicinity thereof or to its Occupants. There shall be no exterior fires whatsoever except barbecue fires contained within receptacles designed in such a manner that no fire hazard is created. No clothing or household fabrics shall be hung, dried or aired in such a way as to be visible to other Property and no lumber, grass, shrub or tree clippings, plant waste, metals, bulk material, scrap, refuse or trash shall be kept, stored, or allowed to accumulate on any portion of the Property, except within an enclosed structure or if appropriately screened from view.

(9) No Unit Owner shall park, store or keep any vehicle, except wholly within the parking space designated therefor, and any inoperable vehicle shall not be stored in a parking space or within the Common Elements in general. No Unit Owner shall park, store or keep within or adjoining the Property any large commercial-type vehicle (dump truck, cement-mixer truck, oil or gas truck, delivery truck, and any other vehicle equipment, mobile or otherwise, deemed to be a nuisance by the Board), or any recreational vehicle (camper unit, motor home, truck, trailer, boat, mobile home, or other

similar vehicle deemed to be a nuisance by the Board). No Unit Owner shall conduct major repairs or major restorations of any motor vehicle, boat, trailer, aircraft or other vehicle upon any portion of the Common Elements. Parking spaces shall be used for parking purposes only;

(10) Except within individual Units, no planting, transplanting or gardening shall be done, and no fences, hedges or walls shall be erected or maintained upon the Property, except as approved by the Board;

(11) Motorcycles, motorbikes, motor scooters or other similar vehicles shall not be operated within the Property except for the purpose of transportation directly from a parking space to a point outside the Property, or from a point outside the Property directly to a parking space;

(12) No animals, livestock, reptiles or poultry of any kind shall be raised, bred, or kept in any Unit or the Common Elements. Dogs, cats, fish, birds and other household pets may be kept in Units subject to rules and regulations adopted by the Association, provided they are not kept, bred or maintained for commercial purposes or in unreasonable quantities. As used in this Declaration, "unreasonable quantities" shall ordinarily mean more than two (2) pets per household; provided, however, the Association may determine a reasonable number in any instance to be more or less, and the Association may limit the size and weight of any household pets allowed. The Association, acting through the Board, shall have the right to prohibit maintenance of any animal which constitutes, in the opinion of the Board, a nuisance to any other Unit Owner. Animals

VC
S0236 2834

belonging to Unit Owners, Occupants or their licensees, tenants or invitees within the Property must be kept either within an enclosure, an enclosed patio or on a leash being held by a person capable of controlling the animal. The enclosure must be so maintained that the animal cannot escape therefrom and shall be subject to the approval of the Board. Should any animal belonging to a Unit Owner be found unattended out of the enclosure and not being held on a leash by a person capable of controlling the animal, such animal may be removed by Declarant (for so long as it has control over the Association) or a person designated by Declarant to do so, and subsequent thereto by the Association or its managing agent, to a pound under the jurisdiction of the local municipality in which the Property is situated and subject to the laws and rules governing said pound, or to a comparable animal shelter. Furthermore, any Unit Owner shall be absolutely liable to each and all remaining Unit Owners, their families, guests, tenants, and invitees, for any unreasonable noise or damage to person or property caused by any animals brought or kept upon the Property by a Unit Owner or members of his family, his tenants or his guests; and it shall be the absolute duty and responsibility of each Unit Owner to clean up after such animals which have used any portion of the Common Elements;

(13) No Unit Owner shall be permitted to lease his Unit for hotel or transient purposes. No Unit Owner shall be permitted to lease less than the entire Unit. Every such lease shall be in writing, and a copy of such lease, as and when executed, shall be furnished to the

Board. Every such lease shall provide that the lessee shall be bound by and subject to all of the obligations, under the Declaration and By-Laws, of the Unit Owner making such lease and failure to do so shall be a default thereunder. The Unit Owner making such lease shall not be relieved thereby from any of said obligations; and

(14) In order that Declarant may establish the Property as a fully occupied Condominium, no Unit Owner nor the Association shall do anything to interfere with, and nothing in the Declaration shall be understood or construed to:

(a) Prevent Declarant, its successors or assigns, or its or their contractors or subcontractors, from doing in any unit owned by them whatever they determine to be necessary or advisable in connection with the completion of any work thereon;

(b) Prevent Declarant, its successors or assigns, or its or their representatives, from erecting, constructing and maintaining on the Common Elements or any Unit owned or controlled by Declarant, its successors or assigns, or its or their contractors or subcontractors, such structures as may be reasonably necessary for the conduct of its or their business of completing any work and establishing the Property as a Condominium and disposing of the same by sale, lease or otherwise;

(c) Prevent Declarant, its successors or assigns, or its or their representatives from maintaining a Sales Office and maintaining and showing

model Units to aid in the marketing of the Units during the Construction Period; or

(d) Prevent Declarant, its successors or assigns, or its or their contractors or subcontractors, from maintaining such sign or signs for marketing of Units in the Property.

ARTICLE III

RIGHTS AND OBLIGATIONS OF OWNERSHIP

3.1 OWNERSHIP. A Condominium Unit will be a fee simple estate and may be held and owned by any person, firm, corporation or other entity singularly, as joint tenants, as tenants in common, or in any real property tenancy relationship recognized under the laws of the State of Texas.

3.2 PARTITION. The Common Elements (both General and Limited) shall be owned in common by all of the Owners of the Condominium Units and shall remain undivided, and no Owner shall bring any action for partition or division of the Common Elements other than that as specifically provided for hereafter in Paragraph 6.2, "Judicial Partition". Nothing contained herein shall be construed as a limitation of the right of partition of a Condominium Unit between the Owners thereof, but such partition shall not affect any other Condominium Unit.

3.3 EXCLUSIVENESS OF OWNERSHIP. Each owner shall be entitled to exclusive ownership and possession of his Unit. Each owner may use the Common Elements in accordance with the purposes for which they are intended, without hindering or encroaching upon the lawful rights of the other Owners.

3.4 ONE-FAMILY RESIDENTIAL DWELLING. Each Condominium Unit shall be occupied and used or leased by the Owner only as and for a residential dwelling for the Owner, his family, his social guests or his tenants.

3.5 MECHANIC'S AND MATERIALMAN'S LIENS. No labor performed or materials furnished and incorporated in a Unit, notwithstanding the consent or request of the Owner, his agent, contractor or subcontractor, shall be the basis for filing of a lien against the Common

Elements owned by such other Owners. Each Owner shall indemnify and hold harmless each of the other Owners from and against all liability arising from the claim of any lien against the Unit of any other Owner or against the Common Elements for construction performed or for labor, materials, services or other products incorporated in the Owner's Unit at such Owner's request.

3.6 RIGHT OF ENTRY. The Association shall have the irrevocable right to have access to each Unit from time to time during reasonable hours as may be necessary for the maintenance, repair or replacement of any of the Common Elements therein or accessible therefrom, or at any time for making emergency repairs therein necessary to prevent damage to the Common Elements or to another Unit or Units.

3.7 OWNER MAINTENANCE. An Owner shall maintain and keep in repair the interior and patio space of his own Unit, including the fixtures thereof. All fixtures and equipment installed with the Unit, commencing at a point where the utility lines, pipes, wires, conduit or systems (which for brevity are hereafter referred to as "utilities") enter the Unit, shall be maintained and kept in good repair by the Owner thereof; and an Owner shall be obliged to promptly repair and replace any broken or cracked glass in windows and doors. An Owner shall be totally responsible for his own heating and cooling system.

3.8 ALTERATION. An Owner shall do no act nor any work that will impair the structural soundness and integrity of the Building or impair any easement or hereditament. No Owner shall in any way alter, modify, add to or otherwise perform any work whatever upon any of the Common Elements, Limited or General, without the prior written consent and approval in writing by the Board of Directors. Any such alteration or modification shall be in harmony with the external design and location of the surrounding structures and topography, and shall not be considered until submission to the Association of complete plans and specifications showing the nature, kind, shape, size, materials, color and location for all proposed work. The Board shall have the obligation to answer within thirty (30) days after receipt of notice of the proposed alteration. Failure to so answer within the stipu-

VOL PAGE
83036 2838

lated time shall mean that there is no objection to the proposed alteration or modification. During the Construction Period, Declarant shall have the sole right to approve or reject any plans and specifications submitted for consideration by an Owner.

3.9 RESTRICTION OF OWNERSHIP. As a restriction of the ownership provisions set forth in Paragraph 1.1t, "Unit", an Owner shall not be deemed to own the unfinished surfaces of the perimeter walls, floors, ceilings and roofs surrounding his Unit, nor shall such Owner be deemed to own the utilities running through his Unit which are utilized for, or serve, more than one (1) Unit, except as a tenant in common with the other Owners. An Owner shall be deemed to own and shall maintain the inner, finished surfaces of the perimeter and interior walls, floors and ceilings, doors, windows and other such elements consisting of paint, wallpaper and other such finishing material.

3.10 LIABILITY FOR NEGLIGENT ACTS. In the event the need for maintenance or repair is caused through the willful or negligent act of an Owner, his family, guests, tenants, or invitees, and is not covered or paid for by insurance either on such Unit or the Common Elements, the cost of such maintenance or repairs shall be added to and become a part of the assessment to which such Unit is subject, pursuant to Article IV hereof.

3.11 SUBJECT TO DECLARATION AND BY-LAWS. Each Owner shall comply strictly with the provisions of this Declaration, the By-Laws and the decisions and resolutions of the Association adopted pursuant thereto, as the same may be lawfully amended from time to time. Failure to comply with any of the same shall be grounds for an action to recover sums due for damages or for injunctive relief, or both, maintainable by the Association on behalf of the Owners or, in proper case, by an aggrieved Owner.

ARTICLE IV

MANAGEMENT AND ADMINISTRATION

4.1 BY-LAWS. The administration of this Condominium Property shall be governed by the By-Laws of RIDGELINE TOWNHOMES AT CARROLLTON OWNERS' ASSOCIATION, INC., a non-profit corporation, referred to

83036 250

herein as the "Association". An Owner of a Condominium Unit, upon becoming an Owner, shall be a Member of the Association and shall remain a Member for the period of his ownership. The Association shall be managed by a Board of Directors, duly appointed or elected, pursuant to the terms and conditions of the By-Laws. In addition, the Association shall enter into a management agreement upon the terms and conditions established in the By-Laws, and said management agreement shall be consistent with this Declaration

4.2 DECLARANT CONTROL. Paragraph 4.1 notwithstanding, and for the benefit and protection of the Unit Owners and any Mortgagees of record for the sole purpose of insuring a complete and orderly buildout as well as a timely sellout of the Condominium Project, Declarant will retain control of and over the Association for a maximum period not to exceed January 1, 1986, or upon the sale of seventy-five per cent (75%) of all one hundred ninety-two (192) Units, or when in the sole opinion of Declarant, the Project becomes viable, self-supporting and operational, whichever occurs first. It is expressly understood Declarant will not use said control for any advantage over the Unit Owners by way of retention of any residual rights or interests in the Association or through the creation of any management agreement with a term longer than one (1) year without majority Association approval upon relinquishment of Declarant's control. At the end of Declarant's Control Period, Declarant, through the Board of Directors, shall call the first annual meeting of the Association.

4.3 TEMPORARY MANAGING AGENT. During the period of administration of this Condominium Regime by Declarant, Declarant may employ or designate a temporary manager or managing agent, who shall have and possess all of the rights, powers, authority, functions and duties as may be specified in the contract of employment or as may be delegated by Declarant to him. Declarant may pay such temporary manager or managing agent such compensation as it may deem reasonable for the services to be rendered, which compensation shall constitute a part of the Common Expenses of this Condominium Regime and shall be paid out of the Association budget.

83036 261

4.4 SPECIFIC POWER TO RESTRICT USE AND ENJOYMENT. Every Owner and the Declarant shall have a beneficial interest of use and enjoyment in the Common Elements subject to the following limitations, restrictions and provisions:

a. The right of the Association to publish rules and regulations governing use of the Common Areas and the improvements and facilities located thereon, and to establish and enforce penalties for infractions thereof;

b. The right of the Association to charge reasonable fees for the use of facilities within the Common Area, if such facilities are not used by all Members equally;

c. The right of the Association to borrow money and mortgage the Common Area and improvements for the purpose of improving the Common Area and facilities and in aid thereof to mortgage said Property; providing, however, that the rights of any such Mortgagee in such Property shall be subordinate to the rights of the Owners hereunder, and in no event shall any such Mortgagee have the right to terminate the Condominium Regime established by this Declaration;

d. The right and duty of the Association to suspend the voting rights and the right to the use of the recreational facilities by an Owner for any period during which any assessment against the Owner's Condominium Unit remains unpaid;

e. The right of Declarant or the Association after Declarant's Control Period, to dedicate or transfer all or any part of the Common Area for utility easements to any public agency, authority or utility for the purposes, and subject to the conditions of such agency, authority or utility. No such dedication or transfer shall be effective unless approved by all Mortgagees and two-thirds (2/3) vote of the quorum of Owners present at a meeting of the Association specifically called for the purpose of approving any such dedication or transfer, and

unless an instrument signed by the Board of Directors reflecting such vote of the Owners agreeing to such dedication or transfer and Mortgagee approval has been duly recorded in the Condominium Records of Dallas County, Texas;

f. The right of the Association to adopt, implement and maintain a private security system for the Premises consistent with applicable laws;

g. The right of the Association to establish rules and regulations governing traffic within the Common Area, and to establish sanctions for a violation or violations of such rules and regulations;

h. The right of the Association to regulate noice within the Premises, including, without limitation, the right of the Asrociation to require mufflers on engines and to prohibit the use of devices producing excessive noise; and

i. The right of the Association to control the visual attractiveness of the Property, including, without limitation, the right to require Owners to eliminate objects which are visible from the Common Area and which, in the Association's judgment, detract from the visual attractiveness of the Property.

4.5 MEMBERSHIP, VOTING, QUORUM, PROXIES.

a. Membership. Any person on becoming an Owner of a Condominium Unit shall automatically become a Member of the Association. Such membership shall terminate without any formal Association action whenever such person ceases to own a Condominium Unit, but such termination shall not relieve or release any such former Owner from any liability or obligation incurred under or in any way connected with RIDGELINE TOWNHOMES AT CARROLLTON during the period of such ownership and membership of the Association, or impair any rights or remedies which the Board

83036 2542

of Directors of the Association or others may have against such former Owner and Member arising out of or in any way connected with such ownership and membership and the covenants and obligations incident thereto. No certificates of stock shall be issued by the Association, but the Board of Directors may, if it so elects, issue one (1) membership card to the Owner(s) of a Condominium Unit. Such membership card shall be surrendered to the Secretary whenever ownership of the Condominium Unit designated thereon shall terminate.

b. Voting. Unit ownership shall entitle the Owner(s) to cast one (1) vote per Unit in the affairs of the Association, which vote will be weighted to equal the proportionate share of ownership of the Unit Owner in the Common Elements. Voting shall not be split among more than one (1) Unit Owner. The present number of votes that can be cast by the Unit Owners is one hundred ninety-two (192)

c. Quorum. The majority of the Unit Owners as defined in Article I shall constitute a quorum.

d. Proxies. Votes may be cast in person or by proxy. Proxies may be filed with the Secretary before the appointed time of each meeting.

4.6 INSURANCE.

a. The Association shall obtain and maintain at all times insurance of the type and kind provided hereinafter, including such other risks, of a similar or dissimilar nature, as are or shall hereafter customarily be covered with respect to any Condominium Buildings, fixtures, equipment and personal property, similar in construction, design and use, issued by responsible insurance companies authorized to do business in the State of Texas. The insurance shall be carried in blanket policy form naming the Association and all Mortgagees as the insured. In addition, each policy or policies shall identify the interest of each Condominium Unit Owner and shall provide for a standard, non-contributory mortgage clause in favor of each Mortgagee.

FAC

83036 284

Further, the policy shall insure against loss or damage by fire, vandalism, malicious mischief or such other hazards as are covered under standard extended coverage provisions for the full insurable replacement cost of the Common Elements and the Units, and against such other hazards and for such amounts as the Board may deem advisable. Each Owner irrevocably designates the Owners Association as Attorney-in-Fact, to administer and distribute such proceeds as is elsewhere provided in this Declaration. Such insurance policy shall also provide that it cannot be canceled by either the insured or the insurance company until after thirty (30) days' prior written notice to each Mortgagee. The Board of Directors shall, upon request of any Mortgagee, furnish a certified copy of each blanket policy and a separate certificate identifying the interest of the Mortgagor.

b. The Association shall keep a comprehensive policy or policies of public liability insurance covering the Common Elements of the Project and such policy or policies shall include a "Severability of Interest Endorsement" or equivalent coverage which will preclude the insurer from denying the claim of a Unit Owner because of negligent acts by the Association, its Board of Directors or a Unit Owner. Such policy or policies shall be in amounts of not less than One Hundred Thousand Dollars ($100,000.00) for person, Three Hundred Thousand Dollars ($300,000.00) per accident, and Fifty Thousand Dollars ($50 000.00) property damage, plus an umbrella policy for not less than One Million Dollars ($1,000,000.00) for all claims for personal injury, including death, and/or property damage, arising out of a single occurrence; and the policy shall include water damage liability, liability for non-owned and hired automobiles, liability for property of others and such other coverage as is customarily deemed necessary with respect to projects similar in nature.

FAC
F3036 284

c. The Association shall keep a policy or policies of (i) liability insurance insuring the Board of Directors, Officers and employees of the Association against any claims, losses, liabilities, damages or causes of action arising out of, or in connection with, or resulting from any act done or omission to act by any such person or entities, (ii) workmen's compensation as required under the laws of the State of Texas, and (iii) such other insurance as deemed reasonable and necessary in order to protect the Project, the Unit Owners and the Association.

d. The Association shall be responsible for obtaining insurance upon the Units, including all fixtures, installations or additions thereto contained within the unfinished interior surfaces of the perimeter walls, floors and ceilings of such Unit, as initially installed or replacements thereof. The Association shall not be responsible for procurement or maintenance of any insurance covering the liability of any Unit Owner not caused by or connected with the Association's operation or maintenance of the Project. Each Unit Owner may obtain additional insurance at his own expense for his own benefit. Insurance coverage on the furnishings and other items of personal property belonging to a Unit Owner and casualty and public liability insurance coverage within each Unit are specifically made the responsibility of each Unit Owner, and each Unit Owner must furnish a copy of his insurance policy to the Association.

e. Any insurance obtained by the Association or a Unit Owner shall contain appropriate provisions whereby the insurer waives its rights of subrogation as to any claims against the Unit Owners, Association or their respective servants, agents or guests.

ARTICLE V

MAINTENANCE ASSESSMENTS

5.1 ASSESSMENTS FOR COMMON EXPENSES. All Owners shall be obligated to pay the estimated assessments imposed by the Association to meet the Common Expenses. Assessments for the estimated Common Expenses shall be due monthly in advance on or before the first day of

each month. Failure to pay by the fifteenth day of each month shall require the imposition and assessment of a late charge of Five Dollars ($5.00). Contribution for monthly assessments shall be prorated if the ownership of a Condominium Unit commences on a day other than the first day of a month.

5.2 PURPOSE OF ASSESSMENTS. The assessments levied by the Association shall be used exclusively for the purposes of promoting the health, safety, welfare and recreation of the residents in the Property, and in particular, for the improvement, maintenance and preservation of the Property, the services and the facilities devoted to said purposes that are related to the use and enjoyment of both the Common Elements and the Units situated upon the Property. Such uses may include, but are not limited to, the cost to the Association of the following: all insurance, repair, replacement and maintenance of the Common Elements; fire, extended coverage, vandalism, malicious mischief and liability insurance for the Condominium Units; management costs, taxes, legal and accounting fees as may from time to time be authorized by the Association; construction of other facilities; maintenance of easements upon, constituting a part of, appurtenant to, or for the benefit of, the Property; mowing grass, caring for the grounds and landscaping; caring for the swimming pools and equipment, office-restroom facilities, storage space; roofs and exterior surfaces of the Buildings; garbage pickup; pest control; street maintenance; outdoor lighting; security service for the Property; water and sewer service furnished to the Property by or through the Association; discharge of any liens on the Common Elements; and other charges required by this Condominium Declaration, or other charges that the Association is authorized to incur. In addition, the Association shall establish a reserve for repair, maintenance and other charges as specified herein.

5.3 DETERMINATION OF ASSESSMENTS. Notwithstanding Paragraph 5.5 hereof, the assessments shall be determined by the Board of Directors based upon the cash requirements necessary to provide for the payment of all estimated expenses growing out of or connected with the maintenance and operation of the Common Elements. This determination may

83036 2810

include, among other items, taxes, governmental assessments, landscaping and grounds care, Common Area lighting, repairs and renovations, garbage collections, wages, water charges, legal and accounting fees, management costs and fees, expenses and liabilities incurred by the Association under or by reason of this Declaration, expenses incurred in the operation and maintenance of recreation and administrative facilities, payment of any deficit remaining from a previous period and the creation of a reserve contingency fund. The omission or failure of the Board to fix the assessment for any month shall not be deemed a waiver, modification or a release of the Owners from the obligation to pay.

5.4 INITIAL ASSESSMENT AND MAXIMUM MONTHLY ASSESSMENT.

a. The monthly assessments shall be made according to each Owner's proportionate or percentage interest in and to the Common Elements provided in Exhibit "C" attached hereto.

b. As of January 1st of the year immediately following the conveyance of the first Condominium Unit to an Owner other than Declarant, the Association may set the monthly assessment for the next succeeding twelve (12) month period at an amount which shall not exceed one hundred twenty per cent (120%) of the monthly assessment allowed for the preceding year. If the Board determines at any time during the calendar year that a greater increase of the monthly assessment is required to adequately perform the duties and responsibilities of the Association and pay all expenses thereof, then the Board may call a special meeting of the Owners. By the assent of a two-thirds (2/3) vote of the quorum of Owners, present at such meeting, the monthly assessment may be set at whatever level such Owners approve. The new assessment shall become the basis for future annual increases, using the one hundred twenty per cent (120%) formula, as above outlined.

c. The Board of Directors shall have authority to lower the monthly assessment, if it deems feasible.

5.5 OBLIGATION OF DECLARANT FOR ASSESSMENTS AND MAINTENANCE.

During Declarant's Control Period as provided in Paragraph 4.2 hereof, Declarant shall be responsible for the difference between the cost of

83036 2847

maintenance and assessments received from the Unit Owners of each Building until all Units owned by Declarant in said Building have been sold by Declarant as defined herein, or until the estimated operating expenses are accurately determined, or until Declarant transfers responsibility for said maintenance to the Association, as provided in Paragraph 4.2 hereof, whichever first occurs. So long as Declarant is responsible for the maintenance of a Building, as provided herein, Declarant shall not be limited to the regular monthly assessment for any Units owned by Declarant in said Building. With respect to the Buildings which Declarant is responsible for maintaining, as provided herein, said maintenance shall be at the level of maintenance established in accordance with Paragraph 5.3 hereof. During Declarant's Control Period, Declarant shall provide any additional funds necessary to pay actual cash outlays required to fund current operating expenses of the Association. Declarant shall not be obligated to fund any reserve accounts until after the Declarant's Control Period is terminated. After Declarant's Control Period is terminated, Declarant shall pay the regular monthly assessment for each Unit or Units it owns. In no event shall Declarant's liability for assessments be less than required by the Act.

5.6 SPECIAL ASSESSMENTS FOR IMPROVEMENTS. In addition to the annual assessments authorized above, the Association may levy at any time in any calendar year a special assessment applicable to that year only, for the purpose of defraying, in whole or in part, the cost of any construction or reconstruction, repair or replacement of improvements upon the Common Area, including the necessary fixtures and personal property related thereto, provided that any such assessment shall be approved by a two-thirds (2/3) vote of the quorum of Owners voting in person or by proxy at a meeting duly called for this purpose. Declarant will be treated as all other Unit Owners for purposes of special assessments.

5.7 COMMENCEMENT OF ASSESSMENTS. The monthly assessments provided for herein shall be due on the first day of the month. The assessments shall be prorated if the ownership of a Unit commences on a day other than the first day of the month. On Units owned by

83036 2848

Declarant, the assessment shall commence on the first day of the month after Declarant's Control Period is terminated, or the first day of the month following the transfer to the Association of the responsibility for maintenance of the Building in which the Unit is located in accordance with Paragraph 5.5 herein. The Board shall fix the amount of the monthly assessments against such Unit at least thirty (30) days prior to January 1st of each year; pro·ided, however, that the Board shall have a right to adjust the monthly assessments, as long as any such adjustment does not exceed the maximum permitted hereunder, with thirty (30) days' written notice given to each Owner. Written notice of the monthly assessment adjustment shall be sent to every Owner subject thereto. The due date shall be established by the Board, and, unless otherwise provided or unless otherwise agreed by the Association, the Board shall collect the assessments monthly in accordance with Paragraph 5.1 hereof.

5.8 NO EXEMPTION. No Owner may exempt himself rom liability for his contribution towards the Common Expenses by waiver of the use or enjoyment of any of the General or Limited Common Elements or by abandonment of his Unit.

5.9 LIEN FOR ASSESSMENTS.

a. All sums assessed but unpaid by a Unit Owner for his share of Common Expenses chargeable to his respective Condominium Unit, including interest thereon at ten per cent (10%) per annum, shall constitute a lien on such Unit superior (prior) to all other liens and encumbrances, except only for:

(1) All taxes and special assessments levied by governmental and taxing authorities; and

(2) All liens securing sums due or to become due under any mortgage vendor's lien or deed of trust filed for record prior to the time such costs, charges, expenses and/or assessments become due.

b. To evidence such lien the Association may, but shall not be required to, prepare written notice setting forth the amount of such unpaid indebtedness, the name of the Owner of the Condominium

83636 2849

Unit and a description of the Condominium Unit. Such notice shall be signed by one of the Board of Directors and may be recorded in the Office of the County Clerk of Dallas County, Texas. Such lein for the Common Expenses shall attach from the date of the failure of payment of the assessment. Such lien may be enforced by foreclosure of the defaulting Owner's Condominium Unit by the Association. Any such foreclosure sale is to be conducted in accordance with the provisions applicable to the exercise of powers of sale in mortgages and deeds of trust, as set forth in Article 3810 of the Revised Civil Statutes of the State of Texas, or in any manner permitted by law. Each Owner, by accepting a deed to his Unit, expressly grants to the Association a power of sale, as set forth in said Article 3810, in connection with the assessment lien. In any such foreclosure, the Owner shall be required to pay the costs and expenses of such proceedings, the costs and expenses for filing the notice or claim of lien and all reasonable attorney's fees. The Owner shall also be required to pay to the Association a reasonable rental for the Condominium Unit during the period of foreclosure, and the Association shall be entitled to a receiver to collect the same. The Association shall have the power to bid in the Condominium Unit at foreclosure sale and to acquire and hold, lease, mortgage and convey same.

c. The amount of the Common Expenses assessed against each Condominium Unit shall also be a debt of the Owner thereof at the time the assessment is made. Suit to recover a money judgment for unpaid Common Expenses shall be maintainable without foreclosing or waiving the lien securing same.

d. In addition to the extent permitted by law, Declarant reserves and assigns to the Association, without recourse, a vendor's lien against each Unit to secure payment of a common

83036 280

assessment or special assessment which is levied pursuant to the terms hereof. Said liens may be enforced by appropriate judicial proceedings and the expenses incurred in connection therewith, including, but not limited to, interest, costs and reasonable attorney's fees, shall be chargeable to the Owner in default. Such lien shall be subordinate and inferior to those liens listed in Subparagraphs 5.9a(1) and (2).

e. Any encumbrancer holding a lien on a Condominium Unit may pay any unpaid Common Expense payable with respect to such Unit, and, upon such payment, such encumbrancer shall have a lien on such Unit for the amount paid of the same rank as the lien of his encumbrance.

5.10 SUBORDINATION OF THE LIEN TO MORTGAGES. The lien of the assessments provided for herein shall be subordinate to the lien of any prior recorded mortgage or mortgages granted or created by the Owner of any Condominium Unit to secure the payment of monies advanced and used for the purpose of purchasing and/or improving such Unit. Sale or transfer of any Unit shall not affect the assessment lien; provided, however, that the sale or transfer of any Condominium Unit pursuant to a foreclosure, a deed in lieu of foreclosure, assignment in lieu of foreclosure under such purchase money or improvement mortgages or deeds of trust shall extinguish the lien of such assessments as to payments thereof coming due prior to such sale or transfer, except for claims for its pro rata share of such assessments resulting from a reallocation among all Units, which reallocation, if necessary, will require a readjustment of the common assessment as provided in Paragraph 5.4b. No sale or transfer shall relieve such Condominium Unit, or the Owners thereof, from liability for any assessments thereafter becoming due or from the lien thereof.

5.11 STATEMENT OF ASSESSMENTS. Upon the written request of any Owner or any encumbrancer or prospective encumbrancer of a Condominium

83036 2851

Unit, the Association, by its Board of Directors, shall issue a written statement setting forth the unpaid assessments, if any, with respect to the subject Unit, the amount of the current monthly assessments, the date of such assessment and the due date, credit for advance payments or for prepaid items, including, but not limited to, insurance premiums, which shall be conclusive upon the Association in favor of all persons who rely thereon in good faith. Unless such request for a statement of indebtedness shall be complied with within ten (10) days, all unpaid assessments which become due prior to the date of making of such request shall be subordinate to the lien of the person requesting such statement.

The Purchaser, Donee or other transferee of a Unit, by deed or other writing (herein called "Grantee"), shall be jointly and severally liable with the transferor of such Unit (herein called "Grantor") for all unpaid assessments against the latt for his proportionate share of the Common Expenses up to the time of the grant or conveyance, without prejudice to the Grantee's right to recover from Grantor the amounts paid by the Grantee. The Grantee shall be entitled to a statement from the Board of Directors, setting forth the amount of the unpaid assessments, if any, with respect to the subject Unit, the amount of the current monthly assessment and the date such assessment becomes due, as well as any credit for advanced payments or for prepaid items, including, but not limited to, insurance premiums. This statement shall be conclusive upon the Association. Unless such request for a statement of indebtedness shall be complied with within ten (10) days of such request, such Grantee shall not be liable for, nor shall the Unit conveyed be subject to a lien for, any unpaid assessments against the subject Condominium Unit accruing prior to such ten (10) day period.

ARTICLE VI

DESTRUCTION OR OBSOLESCENCE OF IMPROVEMENTS

8 1036 2552

6.1 DESTRUCTION OR OBSOLESCENCE.

a. This Declaration hereby makes mandatory the irrevocable appointment of an Attorney-in-Fact to deal with the Property upon

its destruction, obsolescence or condemnation. Title to any Condominium Unit is declared and expressly made subject to the terms and conditions hereof, and acceptance by any Grantee of a deed from the Declarant or from any Owner shall constitute appointment of the Attorney-in-Fact herein provided. All of the Owners irrevocably constitute and appoint RIDGELINE TOWNHOMES AT CARROLLTON OWNERS' ASSOCIATION, INC., or its successor non-profit corporation, if same be hereafter organized, their true and lawful Attorney in their name, place and stead, for the purpose of dealing with the Property upon its destruction, obsolescence or condemnation, as hereinafter provided. As Attorney-in-Fact, the Association, by its duly authorized officers, shall have full and complete authorization, right and power to make, execute and deliver any contract, deed or any other instrument with respect to the interest of a Condominium Unit Owner which is necessary and appropriate to exercise the powers herein granted.

b. Repair and reconstruction of the improvement(s), as used in the succeeding subparagraphs, means restoring the improvement(s) to substantially the same condition in existence prior to the damage, with each Unit and Common Elements having the same vertical and horizontal boundaries as before. The proceeds of any insurance collected shall be made available to the Association for the purpose of repair, restoration or replacement, unless all of the Owners and all of the Mortgagees agree not to rebuild in accordance with the provisions set forth hereinafter:

(1) In the event of damage or destruction due to fire or other disaster, the insurance proceeds, if sufficient to reconstruct the improvement(s), shall be applied by the Association, as Attorney-in-Fact, to such reconstruction, and the improvement(s) shall be promptly repaired and reconstructed.

83036 2653

(2) If the insurance proceeds are insufficient to repair and reconstruct the improvement(s), and if such damage is not more than sixty-six and two-thirds per cent (66-2/3%) of all the Common Elements, not including land, such damage or destruction shall be promptly repaired and reconstructed by the Association, as Attorney-in-Fact, using the proceeds of insurance and the proceeds of an assessment to be made against all of the Owners and their Condominium Units. Such deficiency assessment shall be a special assessment made pro rata according to each Owner's proportionate interest in and to the Common Elements and shall be due and payable within thirty (30) days after written notice thereof. The Association shall have the authority to cause the repair or restoration of the improvements using all of the insurance proceeds for such purpose notwithstanding the failure of an Owner to pay the assessment. The assessment provided for herein shall be a debt of each Owner and a lien on his Condominium Unit and may be enforced and collected as is provided in Article V hereof. The lien provided for herein shall be subordinate to any prior or recorded mortgage lien, as provided in Paragraph 5.10 of this Declaration. Should the Association choose to foreclose said lien, as provided in Article V, the proceeds derived from the sale of such Condominium Unit shall be used and disbursed by the Association, as Attorney-in-Fact, in the following order:

(a) For payment of taxes and special assessment liens in favor of any governmental entity;

(b) For payment of the balance of the lien of any first mortgage;

(c) For payment of unpaid Common Expenses;

(d) For payment of junior liens and encumbrances in the order and extent of their priority; and

(e) The balance remaining, if any, shall be paid to the Condominium Unit Owner.

(3) If more than sixty-six and two-thirds per cent (66-2/3%) of all of the Common Elements, not including land, are destroyed or damaged, and if the Owners representing the aggregate ownership of one hundred per cent (100%) of the Common Elements, do not voluntarily, within one hundred (100) days thereafter, make provision for reconstruction, which plan must have the approval or consent of one hundred per cent (100%) of the Mortgagees, the Association shall forthwith record a notice setting forth such fact or facts, and upon the recording of such notice by the Association's President and Secretary, the entire remaining Premises shall be sold by the Association, as Attorney-in-Fact for all of the Owners, free and clear of the provisions contained in this Declaration, the Plat and the By-Laws. The insurance settlement proceeds shall be collected by the Association, and such proceeds shall be divided by the Association according to each Unit Owner's interest (as such interests appear on the policy or policies), and such divided proceeds shall be paid into one hundred ninety-two (192) separate accounts, each such account representing one (1) of the Condominium Units in the total project. Each such account shall be in the name of the Association, and shall be further identified by the number of the Unit and the name of the Owner. From each separate account, the Association,

VOL. 8 PAGE
83036 2935

as Attorney-in-Fact, shall use and disburse the total amount (of each) of such accounts, without contribution from any one account to another, toward the full payment of the lien of any mortgagee against the Condominium Unit representated by such separate account. There shall be added to each such account, the apportioned amount of the proceeds derived from the sale of the entire Property. Such apportionment shall be based upon each Condominium Unit Owner's proportionate interest in Common Elements. The total funds of each account shall be used and disbursed, without contribution from one account to another, by the Association, as Attorney-in-Fact, for the same purposes and in the same order as is provided in Subparagraphs b(2)(a) through (e) of Paragraph 7.1 hereof.

(8) If the Owners representing a total ownership interest of one hundred per cent (100%) of the Common Elements adopt a plan for reconstruction, which plan has the approval of one hundred per cent (100%) of the Mortgagees, then all of the Owners shall be bound by the terms and provisions of such plan. Any assessment made in connection with such plan shall be a Common Expense and made pro rata according to each Owner's proportionate interest in the Common Elements and shall be due and payable as provided by the terms of the plan. The Association shall have the authority to cause the repair and restoration of the improvements using all of the insurance proceeds for such purpose notwithstanding the failure of an Owner to pay the assessment. The assessment provided for herein shall be a debt of each Owner and a lien on his Condominium Unit and may be

VOL PAGE
83036 2856

enforced and collected as is provided in Paragraph 5.9 hereof, but will be subordinate to any prior recorded mortgage lien, as provided in Paragraph 5.10 hereof. Should the Association foreclose said assessment lien, as provided in said Paragraph 5.9, the proceeds derived from sale of such Condominium Unit shall be used and disbursed by the Association, as Attorney-in-Fact, for the same purposes and in the same order as is provided in Subparagraphs b(2)(a) through (e) of Paragraph 6.1 hereof.

(5) The Owners representing an aggregate ownership interest of sixty-six and two-thirds per cent (66-2/3%) of the Common Elements or more, may agree that the Common Elements of the Property are obsolete a ' that the same should be renewed or reconstructed. In such instance, the expenses thereof shall be payable by all of the Owners as Common Expense.

(6) The Owners representing an aggregate ownership interest of one hundred per cent (100%) of the Common Elements and all holders of mortgages may agree that the Common Elements of the Property are obsolete and that the same should be sold. In such instance, the Association shall record a notice setting forth such fact or facts, and upon the recording of such notice by the Association's authorized officers, the entire Premises shall be sold by the Association, as Attorney-in-Fact, for all of the Owners, free and clear of the provisions contained in this Declaration, the Plat and the By-Laws. The sales proceeds shall be apportioned between the Owners and Mortgagees as their interests may appear on the basis of each Owner's percentage or fraction of interest in the Common Elements, and such apportioned

VOL PAGE
83036 285

proceeds shall be paid into one hundred ninety-two (192) separate accounts, each such account representing one Condominium Unit. Each such account shall be in the name of the Association, and shall be further identified by the number of the Unit and the name of the Owner. From each separate account, the Association, as Attorney-in-Fact, shall use and disburse the total amount of each of such funds, without contribution from one (1) fund to another, for the same purposes and in the same order as provided in Subparagraphs b(2)(a) through (e) of Paragraph 6.1 hereof.

6.2 JUDICIAL PARTITION. There shall be no judicial partition of the Common Elements, nor shall Declarant or any person acquiring any interest in the Project or any part thereof seek any such judicial partition, until the happening of the conditions set forth in Paragraph 6.1 hereof in the case of damage or destruction or unless the Property has been removed from the provisions of the Texas Condominium Act; provided, however, that if any Condominium Unit shall be owned by two or more co-tenants, as tenants in common or as joint tenants, nothing herein contained shall be deemed to prevent a judicial partition between such co-tenants, by sale of the Unit and divisions of proceeds, but such partition shall not affect any other Condominium Unit.

6.3 CONDEMNATION.

a. If all or any part of the Property is taken or threatened to be taken by eminent domain or by power in the nature of eminent domain (whether permanent or temporary), the Association, as Attorney-in-Fact, and each Owner shall be entitled to participate in proceedings incident thereto at their respective expense. The Association shall give timely written notice of the existence of such proceedings to all Owners and to all Mortgagees known to the Association to have an interest in any Condominium Unit. The expense of participation in such proceedings by the

83036 29

Association shall be borne by the Common Fund. The Association, as Attorney-in-Fact, is specifically authorized to obtain and pay for such assistance from attorneys, appraisers, architects, engineers, expert witnesses and other persons as the Association in its discretion deems necessary or advisable to aid or advise it in matters relating to such proceedings. All damages or awards for any such taking shall be deposited with the Association, as Attorney-in-Fact, and such damages or awards shall be applied as provided herein. In the event that an action in eminent domain is brought to condemn a portion of the Common Elements (together with or apart from any Condominium Unit), the Association, as Attorney-in-Fact, in addition to the general powers set out herein, shall have the sole authority to determine whether to defend or resist any such proceeding, to make any settlement with respect thereto; or to convey such Property to the condemning authority in lieu of such condemnation proceeding.

b. With respect to any such taking, all damages and awards shall be determined for such taking as a whole and not for each Owner's interest therein. After the damages or awards for such taking are determined, such damages or awards shall be paid to the account of each Owner in proportion to his percentage or fractional ownership interest in the Common Elements to be applied or paid as set forth in Subparagraphs 6.1b(2)(a) through (e) hereof, unless restoration takes place as herein provided. The Association, if it deems advisable, may call a meeting of the Owners, at which meeting the Owners, by a majority vote, shall decide whether to replace or restore, as far as possible, the Common Elements so taken or damaged. In the event it is determined that such Common Elements should be replaced or restored by obtaining other land or building additional structures, this Declaration and the Map attached hereto shall be duly amended by instrument executed by

83036 2859

the Association, as Attorney-in-Fact, on behalf of the Owners. In the event that such eminent domain proceeding results in the taking of or damage to one (1) or more, but less than sixty-six and two-thirds per cent (66-2/3%) of the total number of Condominium Units, then the damages and awards for such taking shall be determined for each Condominium Unit and the following shall apply:

(1) The Association shall determine which of the Condominium Units damaged by such taking may be made tenantable for the purposes set forth in this Declaration, taking into account the nature of this Condominium Project and the reduced size of each Condominium Unit so damaged.

(2) The Association shall determine whether it is reasonably practicable to operate the remaining Condominium Units of the Project, including those damaged Units which may be made tenantable, as a Condominium in the manner provided in this Declaration.

(3) In the event that the Association determines that it is not reasonably practicable to operate the undamaged Condominium Units and the damaged Units which can be made tenantable, then the Condominium Project shall be deemed to be regrouped and merged into a single estate owned jointly in undivided interest by all Owners, as tenants in common, in the proportionate ownership interest previously owned by each Owner in the Common Elements.

(4) In the event that the Association determines it will be reasonably practicable to operate the undamaged Condominium Units and the damaged Units which can be made tenantable as a Condominium Unit, then the damages and awards made with respect to each Unit which has been determined to be capable of being made tenantable shall be applied to

83033 2960

repair and to reconstruct such Condominium Unit so that it is made tenantable. If the cost of such work exceeds the amount of the award, the additional funds required shall be assessed against those Condominium Units which are tenantable. With respect to those Units which may not be tenantable, the award made shall be paid as set forth in Subparagraph 6.1(b(2)(a) through (e) hereof; and the remaining portion of such Units, if any, shall become part of the Common Elements. Upon the payment of such award for the account of such Owner as provided herein, such Condominium Unit shall no longer be a part of the Condominium Project, and the proportionate ownership interest in the Common Elements appurtenant to each remaining Condominium Unit which shall continue as part of the Condominium Project shall be equitably adjusted to distribute the ownership of the undivided interest in the Common Elements among the reduced number of Owners. If sixty-six and two-thirds per cent (66-2/3%) or more of the Condominium Units are taken or damaged by such taking, all damages and awards shall be paid to the accounts of the Owners of Units, as provided herein, in proportion to their percentage or fractional ownership interests in the Common Elements; and this Condominium Regime shall terminate upon such payment. Upon such termination, the Condominium Units and Common Elements shall be deemed to be regrouped and merged into a single estate owned in undivided interest by all Owners as tenants in common in the proportionate ownership interest previously owned by each Owner in the Common Elements. Any damages or awards provided in this paragraph to be paid to or for the account of any Owner by the Association shall be applied as set forth in Subparagraphs 6.1(b)(2)(a) through (e) hereof.

ARTICLE VII

PROTECTION OF MORTGAGEE

7.1 NOTICE TO ASSOCIATION. An Owner who mortgages his Unit shall notify the Association, giving the name and address of his Mortgagee. Each Mortgagee shall be permitted to notify the Association of the fact that such Mortgagee holds a deed of trust or mortgage on a Condominium Unit. The Board shall maintain such information in a book entitled "Mortgages of Condominium Units".

7.2 NOTICE OF DEFAULT. The Association shall notify a Mortgagee in writing, upon request of such Mortgagee, of any default by the Mortgagor in the performance of such Mortgagor's obligations, as set forth in this Declaration, which is not cured within thirty (30) days.

7.3 EXAMINATION OF BOOKS. The Association shall permit Mortgagees to examine the books and records of the Association upon request.

7.4 RESERVE FUND. The Association shall establish adequate reserve funds for replacement of Common Element components and fund the same by regular monthly payments rather than by extraordinary special assessments. In addition, there shall be established a working capital fund for the initial operation of the Condominium Project equal to at least two (2) months' estimated Common Elements charge for each Unit, said deposit to be collected at closing of Unit sale.

7.5 ANNUAL AUDITS. The Association shall furnish each Mortgagee an annual audited financial statement of the Association within ninety (90) days following the end of each fiscal year of the Association.

7.6 NOTICE OF MEETINGS. The Association shall furnish each Mortgagee upon request of such Mortgagee, prior written notice of all meetings of the Association and permit the designation of a representative of such Mortgagee to attend such meetings, one such request to be deemed to be a request for prior written notice of all subsequent meetings of the Association.

7.7 APPROVAL FOR AMENDMENTS TO DECLARATION, ETC. The prior written approval of each Mortgagee shall be required for the following:

VOL [illegible]
83030 281

a. Abandonment or termination of RIDGELINE TOWNHOMES AT CARROLLTON as a Condominium Regime, except for abandonment or termination provided by law in the case of substantial destruction by fire or other casualty or in the case of a taking by condemnation or eminent domain;

b. Any material amendment to the Declaration or to the By-Laws of the Association, including, but not limited to, any amendment which would change the percentage or fraction of interest of Unit Owners in the Common Elements, except as provided for herein.

c. The effectuation of any decision by the Owners Association to terminate professional management and assume self-management of the Project.

7.8 NOTICE OF DAMAGE OR DESTRUCTION. The Association shall furnish the Mortgagees timely written notice of any substantial damage or destruction of any Unit if such loss exceeds One Thousand Dollars ($1,000.00) and of any part of the Common Elements if such loss exceeds Ten Thousand Dollars ($10,000.00).

7.9 MANAGEMENT AGREEMENTS. Any management agreement entered into by the Association will be terminable by the Association without payment of a termination fee for cause upon not more than thirty (30) days' written notice or without cause upon ninety (90) days' written notice, and the term of such management agreement will not exceed the period of one (1) year, renewable by agreement of the parties to such agreement for successive one (1) year periods. In the event of the termination of the management agreement, as provided herein, the Association shall enter into a new management agreement with a new management agent prior to the effective date of the termination of the old management agreement.

7.10 RIGHT TO PARTITION. No Unit may be partitioned or subdivided by the Owner thereof without the prior written approval of all Mortgagees.

7.11 TAXES, ASSESSMENTS AND CHARGES. All taxes, assessments and charges which become liens prior to the first mortgage under local law shall relate only to the individual Condominium Units and not to the Condominium Project as a whole.

83036 286

7.12 OTHER ACTS BY ASSOCIATION REQUIRING APPROVAL OF MORTGAGEES OR OWNERS. Unless all of the Mortgagees (based upon one (1) vote for each mortgage owned), and Owners of the individual Condominium Units have given their prior written approval, the Association shall not be entitled to:

a. By act or omission, seek to abandon, partition, subdivide, encumber, sell or transfer, the Common Elements, except as provided for herein; and

b. Use hazard insurance proceeds for losses to any Condominium Property (whether to Units or to Common Elements) for other than the repair, replacement or reconstruction of such improvements, except as provided by statute in case of substantial loss to the Units or as otherwise provided in this Declaration. The granting of easements for public utilities or for other public purposes consistent with the intended use of the Common Elements by the Condominium Project shall not be deemed to transfer within the meaning of this paragraph.

ARTICLE VIII

MISCELLANEOUS PROVISIONS

8.1 AMENDMENT. Subject to the provisions of Paragraph 7.7 hereof, this Declaration shall not be revoked, nor shall any of the provisions herein be amended unless the Owners representing an aggregate ownership interest of ninety per cent (90%) of the Common Elements agree to such revocation or amendment by instruments duly recorded, but no amendment shall affect Declarant's right to exercise the duties and functions of the Board of Directors, as allowed in Paragraph 4.2 hereof.

8.2 CORRECTION OF ERROR. Declarant reserves, and shall have the continuing right, until the end of the Construction Period, without the consent of the other Owners or any Mortgagee to amend this Declaration or the By-Laws for the purpose of resolving or clarifying any ambiguities or conflicts herein, or to comply with the requirements of Federal Home Loan Mortgage Corporation, Federal National Mortgage Association, Veterans Administration or Federal Housing Administration, provided that no such amendment shall change the stated number of Units or proportionate ownership interest in the Common Elements attributable thereto.

8.3 OWNERSHIP OF COMMON PERSONAL PROPERTY. Upon termination of the Construction Period, as defined herein, Declarant shall execute and deliver a bill of sale to the Association transferring all items of personal property located on the Premises, furnished by Declarant, and intended for the common use and enjoyment of the Condominium Unit Owners and occupants. No Owner shall have any other interest and right thereto, and all such right and interest shall absolutely terminate upon the Owner's termination of possession of his Condominium Unit.

8.4 CHANGE IN DOCUMENTS. The holder of any mortgage covering any of the Condominium Units shall be entitled to written notification from the Association thirty (30) days prior to the effective date of any change in the Condominium documents.

8.5 NOTICE. All notices, demands, or other notices intended to be served upon an Owner shall be sent by ordinary or certified mail, postage prepaid, addressed in the name of such Owner in care of the Unit number and Building address of such Owner. All notices, demands or other notices intended to be served upon the Board of Directors of the Association, shall be sent by ordinary or certified mail, postage prepaid, to Executive Plaza Building, 10th Floor, 210 West Sixth Street, Fort Worth, Texas 76102 until such address is changed by a notice of address change duly recorded in the Dallas County Condominium Records.

8.6 CONFLICT BETWEEN DECLARATION AND BY-LAWS. Whenever the application of the provisions of this Declaration conflict with the application of any provision of the By-Laws adopted by the Association, the provisions or application of this Declaration shall prevail.

8.7 INVALIDATION OF PARTS. If any of the provisions of this Declaration or any paragraph, sentence, clause, phrase or word or the application thereof in any circumstance be invalidated, such invalidity shall not affect the validity of the remainder of this Declaration and the application of any provision, paragraph, sentence, clause, phrase or word in any other circumstance shall not be affected thereby.

VOL PAGE
83036 2865

8.8 OMISSIONS. In the event of the omission from this Declaration of any word, sentence, clause, provision or stipulation which shall be necessary for the accomplishment of the intent and purposes hereof, or any part hereof, then such omitted matter shall be supplied by inference and/or by reference to the Act.

8.9 TEXAS CONDOMINIUM ACT. The provisions of this Declaration shall be in addition and supplemental to the Condominium Ownership Act of the State of Texas and to all other provisions of law.

8.10 GENDER. That whenever used herein, unless the context shall otherwise provide, the singular number shall include the plural, the plural the singular, and the use of any gender shall include all genders.

DATED the 17th day of February, 1983.

RIDGELINE PARTNERS, LTD.,
a Texas Limited Partnership

BY: MAIN STREET DEVELOPERS, INC.,
General Partner

BY: _____
Edward J. Cook, President

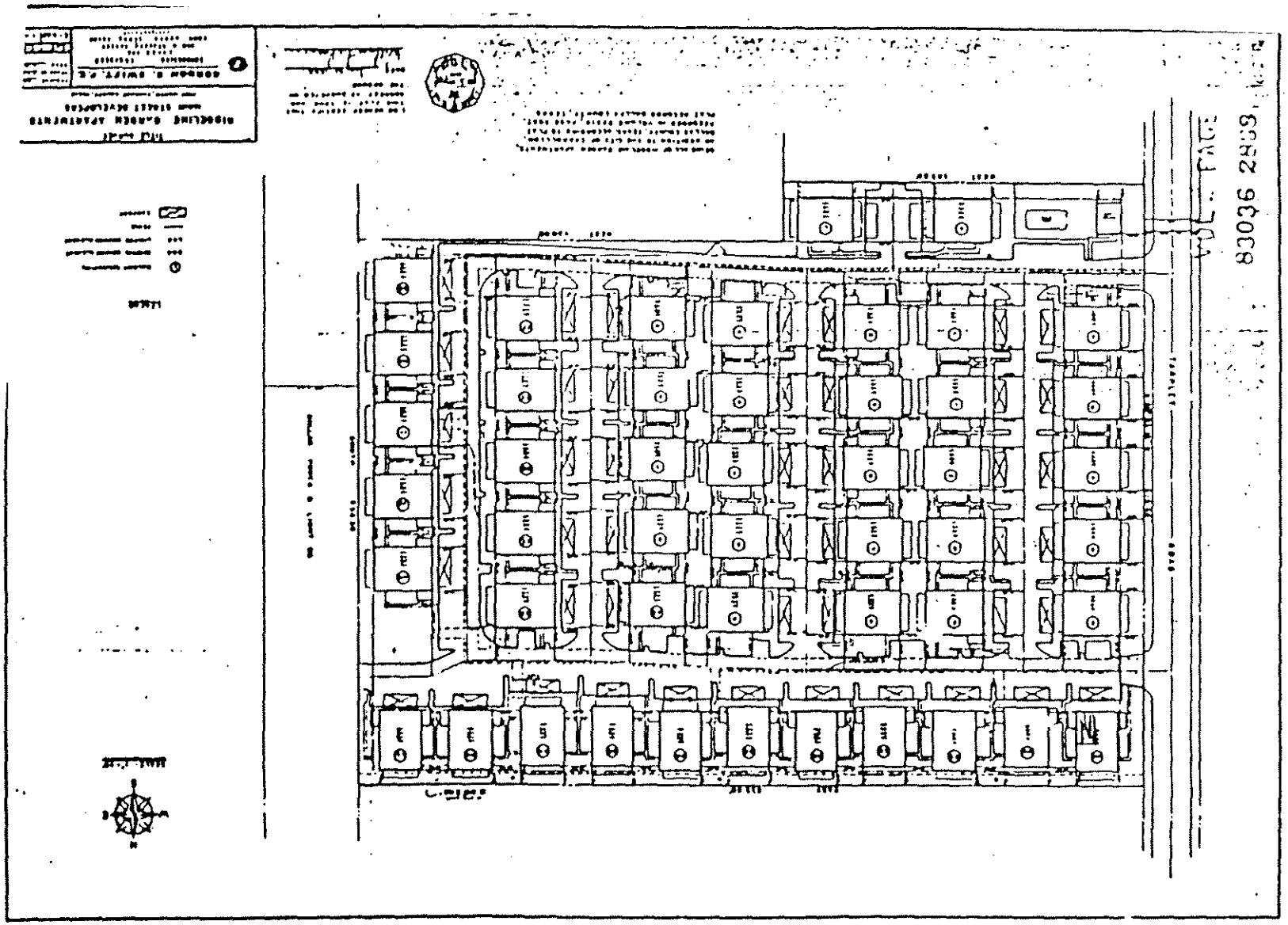
THE STATE OF TEXAS §
§
COUNTY OF DALLAS §

BEFORE ME, the undersigned authority, on this day personally appeared EDWARD J. COOK, President of MAIN STREET DEVELOPERS, INC., a corporation and General Partner of RIDGELINE PARTNERS, LTD., a Texas Limited Partnership, known to me to be the person and officer whose name is subscribed to the foregoing instrument and acknowledged to me that the same was the act of the said MAIN STREET DEVELOPERS, INC., acting as General Partner as aforesaid, and that he executed the same as the act of such corporation for the purposes and consideration therein expressed, and in the capacities therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this 17th day of Feb, A. D. 1983.

_____
Notary Public, State of Texas
My Commission expires: 3-16-85

83036 286



83036 2909

BLDG. NO.	HOUSE NO.	UNIT NO.	SQUARE FEET	% INTERES
A	21	1	932	0.4818
A	22	2	932	0.4818
A	23	4	1083	0.5599
A	24	3	1083	0.5599
B	31	1	932	0.4818
B	32	2	932	0.4818
B	33	4	1083	0.5599
B	34	3	1083	0.5599
C	41	1	932	0.4818
C	42	2	932	0.4818
C	43	4	1083	0.5599
C	44	3	1083	0.5599
D	51	1	932	0.4818
D	52	2	932	0.4818
D	53	4	1083	0.5599
D	54	3	1083	0.5599
E	61	1	932	0.4818
E	62	2	932	0.4818
E	63	4	1083	0.5599
E	64	3	1083	0.5599
F	101	2	932	0.4818
F	102	1	932	0.4818
F	103	3	1083	0.5599
F	104	4	1083	0.5599
G	111	2	932	0.4818
G	112	1	932	0.4818
G	113	3	1083	0.5599
G	114	4	1083	0.5599
H	121	2	932	0.4818
H	122	1	932	0.4818
H	123	3	1083	0.5599
H	124	4	1083	0.5599
I	131	2	932	0.4818
I	132	1	932	0.4818
I	133	3	1083	0.5599
I	134	4	1083	0.5599
J	141	2	932	0.4818
J	142	1	932	0.4818
J	143	3	1083	0.5599
J	144	4	1083	0.5599
K	151	4	1083	0.5599
K	152	3	1083	0.5599
K	153	1	932	0.4818
K	154	2	932	0.4818
L	161	2	932	0.4818
L	162	1	932	0.4818
L	163	3	1083	0.5599
L	164	4	1083	0.5599
M	171	1	932	0.4818
M	172	2	932	0.4818
M	173	4	1083	0.5599
M	174	3	1083	0.5599
N	181	1	932	0.4818
N	182	2	932	0.4818
N	183	4	1083	0.5599
N	184	3	1083	0.5599

BLDG. NO.	HOUSE NO.	UNIT NO.	SQUARE FEET	% INTEREST
O	191	1	932	0.4818
O	192	2	932	0.4818
O	193	4	1083	0.5599
O	194	3	1083	0.5599
P	201	1	932	0.4818
P	202	2	932	0.4818
P	203	4	1083	0.5599
P	204	3	1083	0.5599
Q	211	1	932	0.4818
Q	212	2	932	0.4818
Q	213	4	1083	0.5599
Q	214	3	1083	0.5599
R	251	2	932	0.4818
R	252	1	932	0.4818
R	253	3	1083	0.5599
R	254	4	1083	0.5599
S	261	2	932	0.4818
S	262	1	932	0.4818
S	263	3	1083	0.5599
S	264	4	1083	0.5599
T	271	2	932	0.4818
T	272	1	932	0.4818
T	273	3	1083	0.5599
T	274	4	1083	0.5599
U	281	2	932	0.4818
U	282	1	932	0.4818
U	283	3	1083	0.5599
U	284	4	1083	0.5599
V	291	2	932	0.4818
V	292	1	932	0.4818
V	293	3	1083	0.5599
V	294	4	1083	0.5599
W	301	1	932	0.4818
W	302	2	932	0.4818
W	303	4	1083	0.5599
W	304	3	1083	0.5599
X	311	1	932	0.4818
X	312	2	932	0.4818
X	313	4	1083	0.5599
X	314	3	1083	0.5599
Y	321	1	932	0.4818
Y	322	2	932	0.4818
Y	323	4	1083	0.5599
Y	324	3	1083	0.5599
Z	331	1	932	0.4818
Z	332	2	932	0.4818
Z	333	4	1083	0.5599
Z	334	3	1083	0.5599
AA	341	1	932	0.4818
AA	342	2	932	0.4818
AA	343	4	1083	0.5599
AA	344	3	1083	0.5599
BB	381	2	932	0.4818
BB	382	1	932	0.4818
BB	383	3	1083	0.5599
BB	384	4	1083	0.5599

VOL 83036 PAGE 287

NOTICE OF FILING OF DEDICATORY INSTRUMENTS
FOR RIDGELINE TOWNHOMES AT CARROLLTON OWNERS ASSOCIATION, INC.
(Bylaws, Articles of Incorporated, Rules and Regulations, and
First Amendment to the Rules of Regulations)

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

THIS NOTICE OF FILING OF DEDICATORY INSTRUMENTS FOR RIDGELINE TOWNHOMES AT CARROLLTON OWNERS (this "Notice") is made this 13 day of February, 2025, by Ridgeline Townhomes at Carrollton Owners' Association, Inc. (the "Association").

W I T N E S S E T H:

WHEREAS, Ridgeline Partners, LTD. ("Declarant"), prepared and declared an instrument entitled Condominium Declaration and Restrictions for Ridgeline Townhomes at Carrollton (the "Declaration") on or about February 21, 1983, at Volume 83036, Page 2817, et seq. and Instrument No. 198300368106 of the Real Property Records of Dallas County, Texas; and

WHEREAS, the Association is the condominium association created to manage or regulate the condominium regime subject to the Declaration; and

WHEREAS, Section 202.006 of the Texas Property Code provides that a condominium 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, on November 21, 2011, the Association recorded a Notice of Filing of Association Instrument No. 201100305399 of the Real Property Records of Dallas County, Texas; and

WHEREAS, on October 26, 2015, the Association recorded a Notice of Filing of Association Instrument No. 201500285366 of the Real Property Records of Dallas County, Texas; and

WHEREAS, on October 29, 2021, the Association recorded a Notice of Filing of Association Instrument No. 202100325079 of the Real Property Records of Dallas County, Texas; and

WHEREAS, the Association desires to record the dedicatory instruments attached hereto as **Exhibit "A"** 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 Dallas 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.

RIDGELINE TOWNHOMES AT CARROLLTON OWNERS ASSOCIATION, INC.
A Texas non-profit corporation

By: Shirley M. Stachel
Name: Shirley Stachel
Title: President

ACKNOWLEDGEMENT

STATE OF TEXAS §
§
COUNTY OF DALLAS §

BEFORE ME, the undersigned authority, on this day personally appeared Shirley Stachel of the Ridgeline Townhomes at Carrollton 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 13 day of February, 2025

Notary Public, State of Texas

My Commission Expires: 02/08/26

ANNETTE FELICIA FLORES
Notary ID # 129653775
My Commission Expires
02/08/2026
STATE OF TEXAS
NOTARY PUBLIC

EXHIBIT "A"

A-1. Bylaws

A-2. Articles of Incorporation

A-3. Rules and Regulations

A-4. First Amendment to the Rules of Regulations

BY-LAWS

OF

RIDGELINE TOWNHOMES AT CARROLLTON OWNERS' ASSOCIATION, INC.

(A Texas Non-Profit Corporation)

ARTICLE I

PROPERTY LOCATION

1.1 LOCATION. The words "the Property" as used in these By-Laws shall be deemed to mean the following described real property situated in Dallas County, Texas:

RIDGELINE TOWNHOMES AT CARROLLTON

Being all of Ridgeline Garden Apartments, an Addition to the City of Carrollton, Dallas County, Texas, according to plat recorded in Volume 82215, Page 2027, Deed Records of Dallas County, Texas.

ARTICLE II

NAME AND PRINCIPAL OFFICE

2.1 NAME AND ADDRESS. The name of this Corporation shall be RIDGELINE TOWNHOMES AT CARROLLTON OWNERS' ASSOCIATION, INC. (hereinafter called "Corporation" or "Association"). Its principal office shall be located at Executive Plaza, 10th Floor, 210 W. Sixth Street, Fort Worth Texas 76102

ARTICLE III

PURPOSES, POWERS AND RIGHTS

3.1 PURPOSES. The purposes for which this Corporation is formed are the civic and social benefit and betterment of the residents and property owners of RIDGELINE TOWNHOMES AT CARROLLTON, Planned Unit Development, which purpose are more specifically described as follows:

leges and to perform all of the duties and obligations of the Corporation as set forth in the Condominium Declaration and Restrictions for RIDGELINE TOWNHOMES (the "Declaration") Planned Unit Development;

b. To affix, levy, collect and enforce payment by any lawful means, all charges or assessments pursuant to the terms of the Declaration referred to hereinabove; to pay all expenses in connection therewith and all office and other expenses incident to the conduct of the business of this Corporation;

c. To acquire by gift or purchase or to otherwise own, hold, improve, build upon, operate, maintain, convey, sell, lease, transfer, dedicate for public use or otherwise dispose of real or personal property in connection with the affairs of this Corporation, subject to the limitations of the Declaration;

d. To borrow money, to mortgage, pledge or hypothecate any or all of its real or personal property as security for money borrowed or debts incurred, subject to the limitations of the Declaration;

e. To provide for services such as garbage and rubbish collections and disposal;

f. To provide safety or police patrols, if determined necessary;

g. To maintain streets, street lights, sidewalks, traffic controls and landscaping;

h. To provide control of insects, rodents and animals;

i. To provide maintenance of drainage facilities;

j. To provide maintenance and upkeep of Townhome exteriors as provided in the Declaration;

k. To provide any activity necessary for the mutual benefit of resident Owners, and to have and to exercise any and all powers, rights and privileges which a corporation organized under the Non-Profit Corporation laws of the State of Texas, by law, may now or hereafter exercise.

ARTICLE IV

REGISTERED OFFICE AND AGENT

4.1 OFFICE AND AGENT. The Corporation shall have and continuously maintain in the State of Texas a registered office and a registered agent, whose office is identical with such registered office, as required by the Texas Non-Profit Corporation Act. The registered office may be, but need not be, identical with the principal office in the State of Texas, and the address of the registered office may be changed from time to time by the Board of Directors.

ARTICLE V

MEMBERSHIP, VOTING RIGHTS, MEETINGS AND ASSESSMENTS

5.1 MEMBERSHIP. Every person or entity who is a Record Owner of a fee or undivided fee interest in any Unit which is subject, by covenants of record, to assessment by the Association, including contract sellers, shall be a Member of the Association. The foregoing is not intended to include persons or entities who hold an interest merely as security for the performance of an obligation. Membership shall be appurtenant to and may be separated from any ownership of any Unit which is subject to assessment by the Association. Ownership of such Unit shall be the sole qualification for membership. Any mortgagee or lienholder who acquires title to any Unit which is a part of the Property, through judicial or non-judicial foreclosure or by a deed in lieu of foreclosure, shall be a Member of the Association.

5.2 VOTING RIGHTS. The Association shall have one class of voting membership. Each record Owner of a Unit shall be entitled to cast one vote per Unit, which vote will be weighted to equal the proportionate share of ownership of the Unit Owner in the Common Elements. Voting shall not be split among more than one Unit owner.

5.3 ANNUAL MEETINGS. The annual meeting of the owners shall be held on the third Tuesday of September of each year, commencing with the year 1982, if not a legal holiday, and if a legal holiday, then on the next succeeding business day, for the purpose of electing Directors (after the term of office of the initial Board of Directors or the successors to the initial Board of Directors has terminated), and for the transaction of any and all such other business which may be brought before or submitted to the meeting. All annual meetings of the Members shall be held at EXECUTIVE PLAZA BLDG., ~~Hurst~~ Euless, Texas, unless otherwise determined by the Board of Directors. No notice of the annual meetings shall be necessary.

5.4 SPECIAL MEETINGS. Special meetings of the Members shall be held at the office of the Association at EXECUTIVE PLAZA BLDG. 2101 E. 16TH, Carrollton, Texas, or at such other places as may be designated in the notice of, waiver, or waivers of notice of the respective meetings. Special meetings of the Members may be called by the President or by a Vice President or by a majority of the Directors or by a majority vote of all the Members. Written notice of each special meeting shall state the time and place thereof and indicate briefly the purpose or purposes thereof. Notice may be sent by mail or telegram or may be delivered by the Secretary, the President, Vice President or Assistant Secretary, directly to the Members of the Corporation and all holders of first liens on the property at their respective addresses, as shown by the records of the Corporation, at least ten (10) and not more than fifty (50) days prior to the date set for the holding of the meeting. Unless otherwise indicated in the notice or waiver or waivers of notice thereof, any and all business may be transacted at any annual or special meeting of the Members. However, no vote to (i) change the assessment provisions of Article V of the Condominium Declaration and Restrictions, (ii) discontinue professional management of the Property and assume self-management by the Association, or (iii) approve, modify, accept or otherwise affect or reject any plan of condemnation of the Property shall be effective until all lienholders have been notified of said vote and given a period of thirty (30) days in which to contact the Owners or the Association and suggest alternatives or changes in the Association's plans.

5.5 QUORUM. Those persons or entities holding a majority of the total votes, either in person or by proxy, shall consitute a quorum for all purposes at any meeting of the Members. If the number of Members necessary to constitute a quorum at any annual or special meeting is not present in person or by proxy, the Members may adjourn such meeting from time without notice, other than by announcement at the meeting, until the transaction of any and all business submitted or proposed to be submitted to such meeting or any adjournment or adjournments thereof shall have been completed. At any such adjourned meeting at which a quorum may be present, in person or by proxy, any business may be transacted which might have been transacted at the meeting as originally noticed or called.

5.6 ASSESSMENT CHANGES. Notwithstanding any other provisions of these By-Laws, any motion to (i) raise the annual assessments according to the terms of Article V, Paragraph 5.4 b of Declaration, or (ii) to make a Special Assessment for capital improvements as provided in Article V, Paragraph 5.6 of the Declaration, must be approved in writing by Members entitled to cast two-thirds (2/3) of the votes of the Association.

5.7 PRESID. ; OFFICER. The Pres ent of the Corporation, or in .is absence, a Vice Pr. ident of the Corporation, shall call the Member meetings to order and, in addition, shall act as Chairman. In the absence of the President and a Vice President of the Corporation, the Members present may appoint a Chairman. The Secretary of the Corporation, or in his absence, an Assistant Secretary, shall act as Secretary of all meetings of the Members, but in the absence of the Secretary and an Assistant Secretary, the presiding officer may appoint any person to act as Secretary of the meeting.

5.8 VOTING. At all meetings of Members, all questions, except those expressly governed by statute, the Charter of the Corporation, these By-Laws or the Declaration shall be decided by a simple majority of the votes of the Members present in person or by proxy at a meeting duly called with a quorum present. All voting shall be by voice, except that, upon the determination of the presiding officer of any meeting or upon the demand of any Member or his proxy, voting may be by secret ballot. Each ballot shall be signed by the Member voting or by his proxy. Cumulative voting for Directors is expressly prohibited. All voting shall be by Members in person or by proxy as allowed by statute.

5.9 INFORMAL ACTION. The Corporation may act, with or without a meeting, on any issue on which a vote of the members is required by obtaining the written consent of members having the requisite majority of all outstanding votes of Members of the Corporation.

ARTICLE VI

BOARD OF DIRECTORS

6.1 POWERS. The business and property of the Corporation shall be managed and controlled by the Board of Directors and shall be subject to the restrictions imposed by law, by the Articles of Incorporation of this Corporation, by these By-Laws, and by the Declaration. The Board of Directors may exercise all of the powers of the Corporation.

6.2 NUMBER AND TENURE. The number of Directors initially shall be three. The Board of Directors may, by majority vote of its own Members, increase the Board to five members. The initial Board of Directors as set forth in the Articles of Incorporation shall serve for the terms as set out in said Articles of Incorporation. Upon the expiration of a Director's term, a successor shall be elected for a term of one year at the annual meeting of the Members of the Corporation. Each director shall be elected to hold office and serve for one year or until his successor shall be

elected, and shall (.y qualify. Any Director .ay be removed from the Board for cause, by a majority of the votes entitled to be cast by those Members present in person or represented by proxy at a meeting of the Members at which a quorum is present. In the event of death, resignation or removal of a Director, his successor shall be selected by the remaining Members of the Board and shall serve for the unexpired term of his predecessor. The Directors need not be Members of this Corporation.

6.3 PLACE OF MEETINGS. The Directors may hold their meetings and have offices and keep the books of the Corporation, except as otherwise provided by statute, at the office of the Corporation.

6.4 COMPENSATION. No Director shall receive compensation for any service he may render to the Corporation. However, any Director may be reimbursed for his actual reasonable expenses incurred in the performance of his duties.

6.5. FIRST MEETING. At the first meeting of the Board of Directors in each year at which a quorum is present, the Board of Directors shall proceed to the election of the officers of the Corporation. No notice or waiver of notice of any such first meeting shall be required or necessary if it is held immediately after either the annual meeting or the adjourned annual meeting of the Members, and any and all business of any nature or character may be transacted at such first meeting.

6.6 REGULAR MEETINGS. Regular meetings of the Board of Directors shall be held at such time and place as shall be designated, from time to time, by resolution of the Board of Directors. Notice of such regular meetings shall not be required.

6.7 SPECIAL MEETINGS. Special meetings of the Board of Directors shall be held whenever called by the President, Vice President, Secretary or a majority of the Directors in office. Notice of each special meeting shall be given by any officer of the Corporation by telegraph, mail, telephone or personal delivery to each Director at his residence or usual place of business at least two (2) days prior to the meeting. Unless otherwise indicated in the notice thereof, any and all business may be transacted at a special meeting. At any meeting at which every Director shall be present, even though without any notice, any business may be transacted.

6.8 QUORUM. The majority of the Directors then in office shall constitute a quorum for the transaction of business, but if at any meeting of the Board of Directors there

is less than a quorum present, the majority or those present may adjourn the meeting from time to time without notice, other than by announcement at the meeting, until a quorum is present or in attendance thereat. The act of a majority of the Directors present at a meeting at which a quorum is in attendance shall constitute the act of the Board of Directors, except as otherwise provided by law, the Charter of the Corporation, these By-Laws, or the Restrictions.

6.9 ORDER OF BUSINESS AND PRESIDING OFFICER. At the meetings of the Board of Directors, business shall be transacted in such order as from time to time the Board of Directors may determine. At all meetings of the Board of Directors the President shall preside, and in the absence of the President, a Chairman shall be chosen from the Directors present. The Secretary of the Corporation shall act as Secretary of all meetings of the Board of Directors, but in the absence of the Secretary, the presiding officer may appoint any person to act as Secretary of the meeting.

6.10 DIRECTOR CONFLICTS. No Director or Officer of the Corporation shall be required to devote his time or render services exclusively to the Corporation. Each Director and Officer of the Corporation shall be free to engage in any and all other businesses and activities either similar or dissimilar to the business of the Corporation without liability to this Corporation. Likewise, each and every Director and Officer of the Corporation may become a Director or Officer of any other corporation or corporations, entity or entities, whether or not the purposes of the other corporation conflict with the business or activities of this Corporation, without breach of duty to this Corporation or its Members or without liability of any character or description to the Corporation or its Members. No contract or other transaction of this Corporation shall ever be affected by the fact that any Director or Officer of the Corporation is interested in, or connected with any party to such contract or transaction, or is a party to such contract or transaction, provided that such contract or transaction shall be approved by a majority of the disinterested Directors present at a meeting of the Board of Directors at which such contract or transaction shall be authorized or confirmed.

ARTICLE VII

OFFICERS AND DUTIES

7.1 OFFICERS. The officers of the Corporation shall consist of a President (who shall be a Director), one (1) or more Vice Presidents, a Treasurer, a Secretary and such other officers, including, but not limited to, one (1) or more

Assistant Secretary and one (1) or more Assistant Treasurers, as the Board of Directors may from time to time elect or appoint. Any two (2) or more offices may be held by the same person, except the office of President and Secretary. All officers shall be subject to removal, with or without cause, at any time, by a vote of a majority of the whole Board of Directors. A vacancy in the office of any officer shall be filled by a vote of a majority of the Directors then in office.

7.2 PRESIDENT. The President, subject to the control of the Board of Directors, shall be in general charge of the affairs of the Corporation in the ordinary course of its business. He shall preside at all meetings of the Members and of the Board of Directors. He may when authorized to do so by the Board of Directors make, sign and execute all deeds, conveyances, assignments, bonds, contracts and other obligations and any and all other instruments and papers of any kind or character in the name of the Corporation; and he shall do and perform such other duties as may from time to time be assigned to him by the Board of Directors.

7.3 VICE PRESIDENT. Each Vice President shall have the usual powers and duties pertaining to his office including the power to act as President in his absence and such other powers and duties as may be assigned to him by the Board of Directors. Any action taken by the Vice President in the performance of the duties of the President shall be conclusive evidence of the absence or inability to act of the President at the time such action was taken.

7.4 TREASURER. The Treasurer shall have custody of all the funds and securities of the Corporation. When necessary or proper, he may endorse on behalf of the Corporation for collection checks, notes and other obligations and shall deposit the same to the credit of the Corporation in such bank or banks or depositories as shall be designated in the manner described by the Board of Directors. He may sign all receipts and vouchers for payments made to the Corporation, either alone or jointly as designated by the Board of Directors. Whenever required by the Board of Directors, he shall render a statement of his cash account, and he shall enter or cause to be entered regularly on the books of the Corporation kept by him for that purpose a full and accurate account of all monies received and paid out on account of the Corporation. He shall at all reasonable times exhibit his books and accounts to any Director of the Corporation or any first lienholder or its designee during business hours. He shall perform all acts incident to the position of Treasurer subject to the control of the Board of Directors and, if required by the Board of Directors, give a bond for the faithful discharge of his duties in such form as the Board of Directors may require.

7.5 ASSISTANT TREASURER. Each Assistant Treasurer shall have the usual powers and duties pertaining to his office, together with such other powers and duties as may be assigned to him by the Board of Directors. The Assistant Treasurer shall exercise the powers of the Treasurer during that officer's absence or inability to act.

7.6 SECRETARY. The Secretary shall keep the minutes of all meetings of the Board of Directors and the minutes of all meetings of the Members in books provided for that purpose. He shall attend to the giving and serving of all notices and he may sign with the President or a Vice President in the name of the Corporation all contracts, conveyances, transfers, assignments, authorizations and other instruments of the Corporation and affix the seal of the Corporation thereto. However, his signature to any such document shall not be required, nor shall the Corporation seal be required on such document. He shall have charge of and maintain and keep such books and papers as the Board of Directors may direct. These books and papers shall be open to inspection by any Director, Member of the Association or any holder of a first mortgage on any Unit during normal business hours. He shall, in general, perform all duties incident to the Office of Secretary subject to the control of the Board of Directors.

7.7 ASSISTANT SECRETARY. Each Assistant Secretary shall have the usual powers and duties pertaining to the office, together with such other powers and duties as may be assigned to such officer by the Board of Directors. The Assistant Secretaries shall exercise the powers of the Secretary during that officer's absence or inability to act.

ARTICLE VIII

BOARD RESPONSIBILITIES

8.1 AUTHORIZED AGENTS. The Board of Directors, except as otherwise provided herein, may authorize any one or more officers or agents to act in the name of and on behalf of the Corporation, to enter into any contract or execute and deliver any instrument, or do such other things as the Board may from time to time direct and such authority may be general or confined to specific instances. However, unless so authorized by the Board of Directors or expressly authorized by the By-Laws, no officer or agent or employee shall have any power or authority to bind the Corporation by any contract or engagement or to pledge its credit or to render it liable in any manner.

8.2 LOANS. No loan shall be contracted on behalf of the Corporation, and no negotiable paper shall be issued in its name unless authorized by the Board of Directors.

8.3 PAYMENTS. All checks, drafts and other orders for the payment of money out of the funds of the Corporation, and all notes and other evidences of indebtedness of the Corporation shall be signed on behalf of the Corporation and in such manner as shall from time to time be determined by resolution of the Board of Directors.

8.4 CORPORATE FUNDS. All funds of the Corporation not otherwise employed shall be deposited from time to time to the credit of the Corporation in such banks or other depositories as the Board of Directors may select. For the purpose of such deposits, any officer, agent or employee delegated by the Board of Directors shall have the power to endorse, assign, and deliver for deposit, checks, drafts and other orders for the payment of money which are payable to the order of the Corporation.

8.5 FINANCIAL STATEMENTS. The Board of Directors, within ninety (90) days of the fiscal year end, shall cause to be prepared, and shall make available to any Owner or first mortgage holder, annual audited financial statements of the Corporation.

ARTICLE IX

CORPORATE MATTERS

9.1 FISCAL YEAR. The fiscal year of the Corporation shall end at midnight on December 31 of each calendar year.

9.2 CORPORATE SEAL. The seal of the Corporation shall be circular in form and have inscribed thereon the name of the Corporation.

9.3 NOTICE. Whenever any notice whatever is required to be given under the provisions of these By-Laws, said notice shall be deemed to be sufficient if given by depositing the same in a post office box in a sealed, post-paid wrapper addressed to the person entitled thereto at his post office address, as it appears on the books of the Corporation, and such notice whether before or after the time stated therein shall be deemed equivalent to notice.

9.4 DIRECTOR AND OFFICER RESIGNATIONS. Any Director or officer may resign at any time. Such resignation shall be made in writing and shall take effect at the time specified

therein; or, if no time is specified, at the time of its receipt by the President or Secretary. The acceptance of the resignation shall not be necessary to make it effective, unless expressly so provided in the resignation.

ARTICLE X

INDEMNIFICATION

10.1 INDEMNIFICATION OF OFFICERS AND PERSONNEL. Except to the extent that such liability or damage or injury is covered by insurance proceeds, the Board of Directors may authorize the Association to pay expenses incurred by, or to satisfy a judgment or fine rendered or levied against, a present or former Director, officer, committee member or employee of the Association in an action brought by a third party against such person, whether or not the Association is joined as a party defendant, to impose a liability or penalty on such person while a Director, officer, committee member or employee; provided, the Board of Directors determines in good faith that such Director, officer or employee was acting in good faith within what he reasonably believed to be the scope of his employment or authority and for a purpose which he reasonably believed to be in the best interests of the Association or its Members. Payments authorized hereunder include amounts paid and expenses incurred in settling any such action or threatened action. The provisions of this Paragraph shall apply to the estate, executor, administrator, heirs, legatees or devisees of a Director, officer, committee member or employee, and the terms "person" where used in the foregoing Paragraph shall include the estate, executor, administrator, heirs, legatees or devisees of such person.

10.2 LIMITATIONS. Notwithstanding the provisions of the preceding Paragraph, no person shall be entitled to indemnification pursuant thereto in relation to any matter in which indemnification is not permitted by law.

ARTICLE XI

AMENDMENTS

11.1 REQUIREMENTS. These By-Laws may be amended by a written vote of two-thirds (2/3) of the votes entitled to be cast by the Members of the Corporation at any annual or special meeting of the Members.

11.2 CONFLICTS. Nothing herein shall authorize the Members of the Board to alter or amend any of the By-Laws in conflict with the provisions of the Declaration applicable to the Property.

11.3 DEFINITION The words "amend" and " ended" shall be broadly interpreted to include alterations, modifications, additions and repeal, in whole or in part. The terms used in these By-Laws, to the extent they are defined in said Declaration shall have the same definition as set forth in the Condominium Declaration and Restrictions for RIDGELINE TOWNHOMES, as the same may be amended from time to time, and recorded in the Office of the County Clerk of Dallas, County, Texas.

The By-Laws adopted by the Board of Directors of the Corporation at the first meeting of the Board of Directors held in Carrollton, Texas, on the 9 day of ~~February~~ MARCH, 1983.

Secretary

President

MAR 07 1983

Clerk E
Corporations Section

ARTICLES OF INCORPORATION

OF

RIDGELINE TOWNHOMES AT CARROLLTON OWNERS' ASSOCIATION, INC.

(a non-profit corporation)

We, the undersigned natural persons of the age of twenty-one (21) years or more, being citizens of the State of Texas, acting as incorporators of a corporation under the Texas Non-Profit Corporation Act, do hereby adopt the following Articles of Incorporation for such Corporation.

ARTICLE I

The name of the Corporation is RIDGELINE TOWNHOMES AT CARROLLTON OWNERS' ASSOCIATION, INC.

ARTICLE II

The Corporation is a non-profit corporation.

ARTICLE III

The period of its duration is perpetual.

ARTICLE IV

The purpose or purposes for which said Corporation is organized are to act as agent for the civic and social benefit and betterment of the residents and property Owners of RIDGELINE TOWNHOMES AT CARROLLTON, a Planned Unit Development in Dallas County, Texas, City of Carrollton, Texas, according to the plat thereof recorded in Volume 82215, Page 2027, Records of Dallas County, Texas, and for any and all other property which is accepted by this Corporation for similar pur poses, those purposes being as follows:

(a) To exercise all of the powers and privileges and perform all of the duties and obligations of the Corporation as set forth in the Condominium Declaration and Restrictions ("Declaration") for RIDGELINE TOWNHOMES AT CARROLTON, a Planned Unit Development;

(b) To fix, levy, collect and enforce payment by any lawful means, all charges or assessments pursuant pursuant to the terms of the Declaration referred to hereinabove; and, as agent, to pay all expenses in connection therewith and all office and other expenses incident to the conduct of the business of this Corporation, including all licenses, taxes or governmental charges levied or imposed against the property of this Corporation and to make disbursement, expenditures and payments on behalf of the said property Owners as required by the Declaration and by the By-Laws of the Corporation; and to hold as agent for said property Owners reserves for periodic repairs and capital improvements to be made as directed by the property Owners acting through the Board of Directors of the Corporation;

(c) To acquire by gift, purchase or otherwise, to own, hold, improve, build upon, operate, maintain, convey, sell, lease, transfer, dedicate for public use or to otherwise dispose of real or personal property in connection with the affairs of this Corporation subject to the limitations set forth in the Declaration;

(d) To borrow money, to mortgage, pledge, or hypothecate any or all of its real or personal property as security for money borrowed or debts incurred subject to the limitations set forth in the Declaration;

(e) To provide for services such as garbage and rubbish collection and disposal and for property maintenance;

(f) To provide safety or police patrols;

(g) To maintain driveways, yard lights, sidewalks on the property, traffic controls and landscaping;

(h) To provide general sanitation and cleanliness of the property;

(i) To provide control of insects, rodents and animals;

(j) To provide maintenance of drainage facilities;

(k) To provide upkeep and maintenance of the property and of condominium unit exteriors as provided in the Declaration;

(l) To provide any activity authorized by the Declaration for the mutual benefit of the residents and Owners; and to have and to exercise any and all powers, rights and privileges a corporation organized under the Non-Profit Corporation Law of the State of Texas may now or hereafter exercise.

ARTICLE V

The number of Directors constituting the initial Board is three (3). The Directors need not be Members of the Corporation. The names, addresses and terms of the persons who are to serve as the initial Directors are as follows:

Name	Address
Edward J. Cook	Executive Plaza, 10th Floor 210 W. Sixth Street Fort Worth, Texas 76102
C. Edward Rabalais	Executive Plaza, 10th Floor 210 W. Sixth Street Fort Worth, Texas 76102
Carol Dolan	Executive Plaza, 10th Floor 210 W. Sixth Street Fort Worth, Texas 76102

At the first annual meeting of the Members, which shall be one year from the date hereof, one Director shall be elected for a term of three years, and at each annual meeting thereafter one Director shall be elected for a term of three years, unless the Board of Directors elects to increase the number of Directors according to the terms of the By-Laws of the Corporation, in which case Directors shall be elected at the annual meeting for terms of three years as the terms of one or more Directors expire.

ARTICLE VI

The names and addresses of the incorporators are:

Name	Address
Edward J. Cook	Executive Plaza, 10th Floor 210 W. Sixth Street Fort Worth, Texas, 76102

C. Edward Ra lais — Exec ve Plaza, 10th Floor, 210 Sixth Street, Fort Worth, Texas 76102

Carol Dolan — Executive Plaza, 10th Floor, 210 W. Sixth Street, Fort Worth, Texas 76102

ARTICLE VII

Every person or entity who is a record Owner of a fee or undivided fee interest in any Unit which is subject, by covenants of record, to assessment by the Corporation, including contract sellers, shall be a Member of the Corporation. The foregoing is not intended to include persons or entities who hold an interest merely as security for the performance of an obligation. Membership shall be appurtenant to and may not be separated from any ownership of any Unit which is subject to assessment by the Corporation. Ownership of such Unit shall be the sole qualification for membership.. Any Mortgagee or Lienholder who acquires title to any Unit which is a part of the Property, through judicial or non-judicial foreclosure, shall be a Member of the Corporation.

The Corporation shall have one class of voting membership. All Members shall be entitled to one vote for each Unit owned. When more than one person holds such interest in any Unit, all such persons shall be Members. The vote for such Unit shall be exercised as they among themselves determine, but in no event shall more than one vote be cast with respect to any Unit.

ARTICLE VIII

The Corporation is a non-profit corporation, without capital stock, organized solely for the purposes specified in Article IV; and no part of its property, whether income or principal, shall ever inure to the benefit of any Director, officer, or employee of the Corporation, or of any individual having a personal or private interest in the activities of the Corporation, nor shall any such Director, officer, employee or individual receive or be lawfully entitled to receive any profit from the operations of the Corporation except a reasonable allowance for salaries or other compensation for personal services actually rendered in carrying out one or more of its stated purposes. The Corporation shall not engage in, and none of its funds or property shall be devoted to, carrying on propaganda or otherwise attempting to influence legislation.

ARTICLE IX

The street address of the initial registered office of the Corporation is 2313 East Arbrook Blvd., Arlington, Texas 76014, and the name of its initial registered agent at such address is Edward J. Cook.

IN WITNESS WHEREOF, we hereunto set out hands, this the 28 day of February, 1983.

Edward J. Cook

C. Edward Rabalais

Carol Dolan

THE STATE OF TEXAS §
§
COUNTY OF TARRANT §

I, the undersigned Notary Public, do hereby certify that on this 28 day of February, 1983, personally appeared before me,

EDWARD J. COOK,

who being by me first duly sworn, declared that he is the person who signed the foregoing document as incorporator and that the statements therein contained are true.

IN WITNESS WHEREOF, I have hereunto set my hand and seal the date and year above written.

Notary Public, State of Texas

THE STATE OF TEXAS §
§
COUNTY OF TARRANT §

I, the undersigned Notary Public, do hereby certify that on this 28 day of February, 1983, personally appeared before me,

C. EDWARD RABALAIS,

who being by me first duly sworn, declared that he is the person who signed the foregoing document as incorporator and that the statements therein contained are true.

IN WITNESS WHEREOF, I have hereunto set my hand and seal the date and year above written.

Notary Public, State of Texas

THE STATE OF TEXAS §
§
COUNTY OF TARRANT §

I, the undersigned Notary Public, do hereby certify that on this 28 day of February, 1983, personally appeared before me,

CAROL DOLAN,

who being by me first duly sworn, declared that she is the person who signed the foregoing document as incorporator and that the statements therein contained are true.

IN WITNESS WHEREOF, I have hereunto set my hand and seal the date and year above written.

Notary Public, State of Texas

Ridgeline Townhomes at Carrollton Owners' Association, Inc.

Rules and Regulations

Adopted March 2024

Managing Agent

Secure Association Management

1440 Robinson Road, Suite 140
Corinth, TX 76210

940-497-7328

Attachment "I"

I. INTRODUCTION

The following Rules and Regulations and Architectural Control Standards have been adopted by the Board of Directors of Ridgeline Townhomes at Carrollton Owners' Association, Inc., in accordance with the Declarations and By-laws. The Rules and Regulations are not only to protect the architectural integrity and harmony of the community, but also to promote the safety and welfare of residents, to comply with the Ordinances and Codes of appropriate governmental jurisdictions, and to maintain an acceptable quality of life.

It should be noted that the Rules and Regulations do not replace the Declaration or By-laws, which the Board of Directors uses as its primary governing documents. Both Documents are in force. In case of conflict between the wordings of these documents, the Declaration will prevail over the By-laws and By-laws will prevail over the Rules and Regulations.

The Rules and Regulations shall apply to all unit owners, their residents, family members, tenants, occupants, agents, visitors, employees, and guests; and shall he enforced by the Board of Directors or its Managing Agent i n accordance with the applicable Documents.

The Rules and Regulations and Architectural Control Standards may be modified, repealed, or amended at any time by resolution of the Board of Directors when deemed necessary and in the best interests of unit owners/residents and the community.

II. GENERAL INFORMATION

Ridgeline Townhomes are located at the northeast corner of Tarpley Road and Keller Springs Road in Carrollton, Texas.

Common property in the development is classified as, "General Common Elements" and "Limited Common Elements."

The streets, curbs, sidewalks, lawns and lawn areas, trees and shrubs, exterior lighting, carports, and parking areas, and pools comprise the GENERAL COMMON ELEMENTS. The Homeowners Association (HOA), along with its Managing Agent, are responsible for the operational management, oversight of maintenance, and improvement of these elements, which are for the exclusive use of the individual residents/ unit *owners* and/or guests.

The LIMITED COMMON ELEMENTS are patios and fenced areas. The unit owner/tenant has the responsibility for the upkeep of these elements.

Patios and Fences: 'Trees are not permitted on patios. Absolutely no items can be adhered to, attached to, or hung on the fence. All items must be kept one (1) fool away from the fence. No climbing on fencing, swinging on gates, or slamming of the gates is allowed. *Fences shall not be altered in any way.* No vegetation shall be planted next to the fence except in planters. Homeowners are responsible for any damage to the buildings or other Common Elements caused by vegetation on their patio. No propane heaters on patio. No hot tubs on patio. Nothing can show above the fence line of the patio.

The Board has the responsibility to ensure the patios are properly maintained. Representatives of the HOA have the authority to enter patios at any time for required maintenance or inspection. Inspection of the patios may occur bi-annually or more frequently when deemed necessary. Repairs for any damages to fencing or patios caused by owner or tenant neglect will be directly assessed to the owner.

Owners are responsible for all water spigots attached to buildings including the water faucet and related piping. Maintained items that are the responsibility of the homeowner are listed in Section 3.7 (page 18) of the Declarations and Restrictions.

The owner shall maintain all lighting that is attached to the unit with the exception of HOA security and courtyard lighting. All windows, doors, and screens are the responsibility of the owner. The Board or the Board's Representatives must approve all lighting, door, screen, and window changes. The request can be made to the Managing Agent or addressed to the Board and placed in the mail drop at the clubhouse.

III. GENERAL RULES AND REGULATIONS

Any damage to buildings, grounds, equipment, or other Common Elements by any owner, tenant, guest, family member, or pet shall be repaired at the expense of the unit owner. This cost will be assessed in addition to a fine.

1. Common Elements: The lawns and walkways shall not be *used* for storage or parking and must not be obstructed in any way. No bicycles, toys, trashcans, or other personal property shall be stored in the Common Elements. No Malibu lights.

2. Garage Sales: Garage Sales are not allowed.

3. Signs: No signs may be affixed to or posted on any HOA property, its General Common Elements, or Limited Common Elements. No signs may be posted inside a window unit except a realtor's sign, rental sign, or security sign. Signs must face the courtyard. Any signs posted in violation of this rule will be destroyed, and the unit owner may be fined. No open houses, units must be shown by appointment only.

4. Postings on Doors: No flyers or other notices (except those needed for water cut-off or other notices required under the Rules and Regulations) may be placed on unit doors or in any Common Element.

5. Unlawful and Disturbing Noises/Practices: No unit owner or resident shall make or permit any unreasonable noise, which will disturb or annoy other residents, or permit anything to be done which will interfere with the rights, comfort, and convenience of other resident, All residents must comply with the City of Carrollton regulations to reduce noise levels between 10:00 PM - 6:00 AM, so as not to disturb the residents. At no time are musical instruments, stereos, radios, television sets, or other devices to be *so* loud as to become a nuisance.

6. Trash. Refuse. and Garbage: No one shall place trash or other refuse in the Common Elements except in containers or designated depositories. Trash cannot be stored by the front door or on the patio for more than 30 minutes. Arrangements for the removal of bulky items, such as mattresses, furniture, appliances, electronics, construction materials, chemicals, etc., must be made by the resident, and these items shall not be placed outside or in the dumpster. Any such fine will be assessed against the unit owner. Nothing can be left next to the dumpsters. If dumpsters are full, trash must be taken to another dumpster.

7. Window A/C Units: No window air conditioning units are allowed.

8. Window Treatments: All window treatments, FACI NG THE EXTERIOR must be white to off-white. This includes blinds and all other window treatments. All window treatments shall be kept in good repair.

9. Play Areas: Recognizing the need to maintain a safe environment for our children, as well as the need to maintain the General Common Elements of the complex, types and locations of play must be limited. Play must not be of a nature that is unsafe, and play must not be of a nature that is destructive, or potentially destructive, to any property. Because there is no place suitable as a designated play area in the Common Elements; it is important that children be appropriately supervised by an adult at all times to prevent risky activities such as playing in the driveways and parking areas, skateboarding, and riding scooters, bicycles, and other mobile toys. Activities such as riding mobile toys and ball playing that disturb and damage flower beds, lawns, carports, parked and moving cars, and all General Common Elements are forbidden. Climbing on the carports, buildings, and trees is forbidden. Acts deemed to be vandalism will be turned over to the Carrollton Pollice Department for appropriate action, regardless of the residential status of the child. Any and all damages caused by children shall be fully repaired at the expense of the unit owner with which they are associated.

10. Defacing of Property The Board has the responsibility to control the visual attractiveness of the property, including, without limitations, the right to require owners to eliminate objects which are visible from Common Elements and which, detract from the visual attractiveness of the property. No excessive watering in common areas.

11. Vandalisr11: Unit owners and their families, tenants, and guests shall not deface, remove, destroy, or permit the defacing, removal, or destruction of any portion of the Common Elements. Any vandalism will be reported to the local authorities. The cost associated with any vandalism shall be assessed to the unit owner.

12. Rental Property: All unit owners who rent to a tenant shall adhere to the following:
a. Notify the Managing Agent in writing that the unit is tenant-occupied, and provide the name(s), address and phone number of the occupants.
b. No lease shall be less than twelve (12) months. The unit owner must provide a copy of the lease agreement or lease renewal to the Managing Agent within thirty (30) days of the effective date.
c. Provide the tenant with a copy of the HOA Documents, and Rules and Regulations.
d. Include in the lease agreement a provision that the tenant has been given said Documents, has read and understood them, and agrees to abide by these documents. The unit owner is always responsible for the enforcement of the established Rules and Regulations.
e. *Provide* to the Managing Agent the name of any agent retained by the unit owner to manage the unit.

13. December Decorations: Decorations are allowed from December 1st to January 5th. Nothing can be placed in the common areas.

14. Clotheslines and/or Hanging of Clothes: No clotheslines or other materials shall be hung from the windows, placed on window sills, or hung/draped on fences. Nothing shall be placed in such a way as to be visible to the Common Elements.

15. Water Cut-off: The Managing Agent must be notified by the owner/tenant prior to any water cut-off and grant permission for the cut-off. The owner/tenant of the unit where the work is to be performed must obtain from the Managing Agent a list of all units affected by the water shut-off. A written notice must be placed on the door of each of these units twenty-four (24) hours in advance of the shut-off. Notice must also be emailed by managing company. This notice must contain:

a. The unit number where the work is to be performed.

b. Contact information for the owner or tenant.

c. The planned time of the water shut-off.

The period for non-emergency repairs is from 10:00 AM - 5:00 PM, for a period not to exceed four (4) hours.

For emergencies, the owner/tenant and/or the plumber must speak to the Managing Agent. The owner/tenant will be responsible for keeping the water cut-off to an absolute minimum amount of time.

IV. RESIDENTIAL USE

1. All units shall be used for residential purposes only.

2. No noxious or offensive trade or activity shall be carried on within any unit, nor shall anything be done therein or thereon which may be or become an annoyance to the neighborhood or other owners. There shall be no use or activity in any unit or Common Element that shall be in violation of any governmental law, ordinance, rule, or regulation.

V. INSURANCE

1. The HOA is required by law to carry insurance. There will be no activity in the Common Elements or in any unit, which will increase rates or result in cancellation of the HOA's insurance policy.

2. Water damage due to plumbing issues is not covered by the HOA policy. Owners are encouraged to purchase insurance for the liability due to water damage to/from adjoining units.

3. Owners are encouraged to maintain an individual contents' policy.

VI. ANIMALS AND PETS

1. All pets shall be kept leashed and under the control of their owner when they are outside the unit (including the patio). Pets shall not be allowed to run free or unleashed at any time. All City of Carrollton pet ordinances, including leash laws must be followed. Owners are responsible for all damages caused by their pets to the Common Elements and unit owner's property.

2. Dogs may not be walked on grassy areas in the Common Elements. Any defecation by a pet on the common area shall be immediately picked up and properly disposed. Pet waste stations are located by the back pool and the recycle bin, not in the courtyard.

3. Pets must be vaccinated and kept in accordance with the city/county health department laws and regulations. Contact the city/county animal control or health department for more information.

4. No animal shall be left unattended or chained in limited Common Elements (patio or lawn area). Nor may pet houses, kennels, food, litter, or other pet-related items be left on patios. Pets may not be left overnight on patios.

5. No animal waste is permitted within the patio area.

6. Excessive barking of animals is not allowed. See Article 2.9, Section (5), page 12 of the Declaration and Restrictions.

7. No vicious or dangerous animals may be kept at any time upon the premises. No exotic animals may be kept in violation of any applicable laws or ordinances.

VII. MOTOR VEHICLE OPERATION AND PARKING RULES

1. Vehicles are prohibited from parking upon the Common Elements except in designated parking spaces.

2. Each unit shall have an assigned covered parking space near the unit. Each unit is allowed two (2) free parking stickers, upon board approval. Both vehicle owners must live on property. A third sticker may be purchased for $125 per year. Third parking sticker must be approved by the board. No more than three (3) vehicles are allowed per unit under any circumstances. The Welcoming Committee or Managing Agent will provide a registration form and issue the HOA sticker at the time of acquiring the unit. The sticker is specific to each vehicle and may not be interchanged. Any vehicle parked on the property without an HOA parking sticker may be towed at the owner's expense.

3. The Managing Agent MUST be immediately notified of the addition, loss, or replacement of any vehicle, AND of any change in License Tag identification or vehicle ownership.

4. Only mobile and operable motor vehicles with current and valid registrations, license plates, and inspection stickers may occupy any parking areas within the Common Elements. No junk vehicle, canvas-covered vehicle, or other unused vehicle may be stored on the property. No trailer, truck, camper, house trailer, or boat may be kept on the Common Elements.

4. Each unit has one assigned covered parking space. Residents are required to use their assigned parking space prior to utilizing any uncovered space.

5. No vehicle shall be left in a guest space for longer than two (2) days without displaying a visitor permit. These can be obtained from the Managing Agent.

6. No washing or repair of vehicles is allowed on property with the exception of changing a flat tire or replacing a battery.

7. No vehicle shall impede the free passage of any vehicle through the Common Elements.

9. No vehicle shall impede any maintenance operations.

10. Repair costs for damages to Common Elements caused by vehicles (i.e., leaking fluids in parking spaces, damages to landscaping or buildings) shall be assessed to the owner of the unit associated with the vehicle causing the damages.

11. Motorcycles are required to utilize "kick-stand plates" to prevent damage to the pavement.

12. Motorcycles are considered a vehicle and must be parked in a designated parking space.

13. No motorcycles or other motorized vehicle may be parked or kept on the patio.

14. Off-road and recreational vehicles (i.e., dirt bikes, ATV's etc.) are prohibited.

15. No motorized vehicle may be operated on the property by a non-licensed driver.

16. No commercial vehicles shall be parked on the property. Commercial vehicles are defined to possess one or more of the following:
a. More than two (2) axels or four (4) wheels.
b. Open stake body.
c. Length in excess of eighteen (18) feet.
d. Racks of ladders or racks for holding ladders.
e. Display of lettering or advertising, such as company name, services, or contact information.

17. All parking shall be in marked spaces only.

18. No stopping or parking is allowed in fire lanes.

19. No stopping or parking is allowed in front of dumpsters.

20 NO STOPPING OR PARKING IS ALLOWED IN FRONT OF THE MAILBOXES.

21. No parking is allowed in designated mailbox spaces except to retrieve mail.

22. Designated handicapped parking spaces may only be used by vehicles displaying handicap license plates, place cards, or by vehicles stopped to pick up or drop-off persons with a handicap or disability.

23. The speed limit for all vehicles within the community is 10 (ten) MPH and is strictly enforced.

Enforcement of Vehicle and Parking Rules:
If a vehicle is in violation of the stated rules, the Managing Agent or Board will place a dated notice on the vehicle

1. The Board may elect to seek legal and court-enforced assistance in an effort to resolve a violation of these rules. All costs and liabilities associated with ensuring compliance shall be assessed against the owner of the unit.

2. Failure by any owner who has received notice of violation of the aforementioned rules to pay an assessed penalty within thirty (30) days could result in the following: late payment fees, legal fees, property liens, court fees, and all responsibility for any cost associated with the collection of said assessed penalty.

VIII. ARCHITECTURAL MAINTENANCE AND CONTROL

1. Any structural alteration (construction, addition, renovation, or removal) of any unit or Common Element shall be commenced or conducted only in strict accordance with the provisions of Article 3.8 of the Declaration and must be specifically approved by the Board. (This includes items such as storm doors, windows, screens, exterior lighting fixtures, etc.)

   a. Outdoor lights (front and patio) must be kept in good repair. Replacements must be brass, bronze, or black and of a style approved by the Board.
   h. Any storm door installed must be dark bronze/dark brown in color and of a style approved by the Board. All windows must be dark brown and replacement windows must be same as original window. The door trim color needs to match the tan color of the siding.

2. Sidewalks and/or entrances cannot be used for any purpose other than ingress or egress. NO PLANTS, MOPS, PAILS, TRASH, CONTAINERS, CHARCOAL SACKS, ETC. may be placed in the Common Elements. The HOA may, without liability or notice, remove any property located in these Elements which are in violation of this rule

The architectural integrity of Ridgeline Townhomes is the responsibility of the Board. Protective restrictions are in effect to maintain the appearance and property values.

The Board has the authority to approve or reject any change to the exterior of any unit (referred to as all General and Limited Common Elements) as provided for in the Declaration.

Enforcement of the guidelines for Architectural Maintenance and Control may be effected by the Board or its Managing Agent.

IX. SATELLITE DISHES AND ANTENNA

1, Ridgeline's rules regarding the installation of satellite dishes and antennas are based on the Federal Communications Commission's Telecommunications Act of 1996 and subsequent amendments.

2. Satellite dishes and antennas are allowed; however, if the unit is sold, the dish/antenna and associated wiring must be removed, and any apparent damage where the item was located must be repaired before a resale certificate will be issued.

3. The HOA will not cover personal and/or community damage caused by penetration of the roof deck from mounting plates, hardware, etc,

4. The Board is not obligated to provide a place for installation. The rules regarding unreasonable delay or expense do not apply to condominium Common Elements where the owner/resident does not have exclusive use.

5. A free standing tower (not exceeding the height of the fence) placed on the patio is preferred, however if that does not provide proper reception, the sides of the chimney may be used. If placed elsewhere, the owner is responsible for all damages.

6. Satellite dishes and antennas cannot be attached to the fence for any reason.

7. Only ONE dish is allowed per unit.

IX.POOL RULES

1. Ridgeline pools are private property and are for the exclusive use of Ridgeline owners, residents, and their guests. Guests (children and adults) must be accompanied by the inviting resident when using the pool facilities.

2. All persons using the pool do so at their own risk. Ridgeline Townhomes Owners' Association Inc. and its Managing Agent are not responsible for accidents or injuries.

3. Management reserves the right to deny the use of the pool to anyone at any time.

4. Only two (2) guests at a time per unit are permitted, except by written consent of the Board for a pool party at which time all pool rules still apply.

5. The pool is open from 8:00 AM - 10:00 PM. Use of the pool is not permitted outside of these hours.

6. All children fourteen (14) years of age or younger must be accompanied by an adult resident at all times.

7. Horseplay of any type or causing an undue disturbance in or about the pool area will not be tolerated.

8. All litter must be disposed of in proper containers.

9. Only plastic containers are allowed in the pool area.

10. No cooking or grilling in the pool area.

11. No smoking is allowed in the pool area.

12. Alcohol and other drugs are not permitted in the pool area.

13. No pets are allowed in the pool area.

14. For the protection of all concerned, persons with skin rashes, skin ailments, nasal or ear discharges, colds, or any communicable disease are forbidden to enter the pool.

15. Only proper swimming attire can be worn in the pool.

16. Babies who are not toilet trained are not allowed in the pool unless in swimmer diapers.

17. All individuals must have valid identification proving their Ridgeline residency in their possession in the pool area. Lack of this identification can be cause for removal from the pool area.

18. For the safety and enjoyment of all, Management and Agents of the HOA have full authority to ask disruptive or unruly guests to leave the pool area.

19. The pool may be closed at any time.

XI. RIDGELINE TOWNHOMES OF CARROLLTON OWNERS' HOA, INC. FEES

After the budget is adopted, each owner's individual fee is determined by his or her proportional interest in the Common Elements. The fees are assessed against each unit on an annual basis but are billed in twelve (12) monthly installments due on the first of each month. If an owner becomes delinquent and if it becomes necessary to pursue legal remedies, the Board reserves the right to declare the full year's assessment due and payable, and to proceed with collections which could include additional late fees, legal fees, liens, and foreclosure.

The Assessments cover such costs as:

- Insurance of the Common Elements (owners should insure contents)
- Water charges (including unit water usage)
- Landscaping and maintenance of the Common Elements
- Pool care and maintenance
- Garbage collection
- Common Area lighting
- Accounting and legal fees
- Management Fees
- Other operating costs and expenses

First Amendment to the Ridgeline Townhomes at Carrollton Owners' Association, Inc.

Rules and Regulations

Adopted December 2024

WITNESSETH:

WHEREAS, Ridgeline Partners, LTD. ("Declarant"), prepared and declared an instrument entitled Condominium Declaration and Restrictions for Ridgeline Townhomes at Carrollton (the "Declaration") on or about February 21, 1983, at Volume 83036, Page 2817, et seq. and Instrument No. 198300368106 of the Real Property Records of Dallas County, Texas; and

WHEREAS, the Declarant established Ridgeline Townhomes at Carrollton Owners' Association, Inc. (the "Association") to manage and operate the condominium regime in accordance with the Declaration; and

WHEREAS, the Declaration and the Texas Uniform Condominium Act ("TUCA") grant the Board with authority to adopt rules and regulations regarding the maintenance, repair, appearance, and modification of the condominium; and

WHEREAS, Section 2.9(e)(6) of the Declaration provides that "[e]xcept as expressly provided hereinabove, nothing shall be altered or constructed in or removed from the Common Element, except upon the written consent of the Board"; and

WHEREAS, Section 3.8 of Declaration addresses alterations to the Units and Common Elements and requires Owners to submit plans to and obtain the Board's prior written approval before performing any work or alterations; and

WHEREAS, the Board previously adopted the Rules and Regulations of the Association in 2013 in which Article VIII address Architectural Maintenance and Control over the Association, Units, and Common Elements, and

WHEREAS, the Board desires to amend the Rules and Regulations, specifically by supplementing Article VIII with the following.

NOW, THEREFORE, the Board of Directors for the Association hereby adopts this First Amendment to the Rules and Regulations of the Association.

ACC Established. The Board of Directors hereby establishes an Architectural Control Committee ("ACC") for assistance in complying with and enforcing Sections 2.9(e)(6) and 3.8 of the Declaration.

Purpose. The general purpose of the ACC is to review and provide guidance to the Board regarding Owner proposed additions, modification, or alterations to Units or the Common Elements. The ACC serves at the pleasure, direction, and benefit of the Board of Directors for the Association.

Membership. The Board of Directors has the sole and absolute discretion to appoint and remove all members of the ACC. There shall be a minimum of 7 members of the ACC with a maximum membership of 11. At least one member of the ACC must be validly serving Board member. All ACC members are uncompensated volunteers.

Eligibility. Only record Owners of Units in the Association are eligible to be appointed to and serve on the ACC.

Chairperson. The chair of the ACC ("Chairperson") will be appointed by the Board. The Chairperson is responsible for chairing meetings of the ACC and ensuring compliance with the requirements specified in this rule (i.e. charter) and Declaration. The Chairperson must call meetings, including as directed by the Board.

Meetings.

a. The ACC should hold meetings at least once a quarter or as needed or requested by the Board.

b. The number of ACC meetings to be held during the calendar year will be established by the Board or the Chairperson with Board approval.

Areas of Responsibility. The ACC shall support the Board of Directors in the following areas of responsibility. This list is for illustrative purposes only and is not exhaustive.

a. *Structural Changes to Unis & Common Elements.* By way of example, the following would be such changes.
   - Landscaping if it interferes with other structures on the property.
   - Dumpster and mailbox area changes.
   - Carports.
   - Patio and other fencing changes.
   - Pools.
   - Lighting.

b. *Decorations and Appearance Changes.* By way of example, the following would be such changes.
   - Parking space numbering.
   - Satellite dishes.
   - Doors.
   - Trellises.
   - Windows.
   - Window blinds or coverings.
   - Decorations.

Review of Plans & Recommendation to Board. Owners must submit to the ACC written plans for any change, alteration or modification as required by the Declaration. The ACC will then review the plans and examine them with respect to compliance with the Declaration and the Association's rules and regulations. The ACC will then make a

written recommendation to the Board regarding the Owner's proposed plans for either approval, denial, request for additional information, or conditional approval or denial based on suggested modifications to the plans. If the ACC or Board request that the Owner submit additional information, the Owner is obligated to do so. The Board either on its own or via the ACC or management will provide a response to the Owner regarding the Owner's proposed plans. If the Owner's plans are approved, the ACC and/or Board will then inspect the Owner's work to confirm compliance with the approved plans.

Enforcement. An Owner's failure to comply with the Declaration and these rules constitutes a violation and subjects the owner to monetary fines and penalties, as well as other available enforcement remedies.

ACC Specific Guidelines. Exhibit A attached hereto contains the Board's guidelines regarding specific modifications.

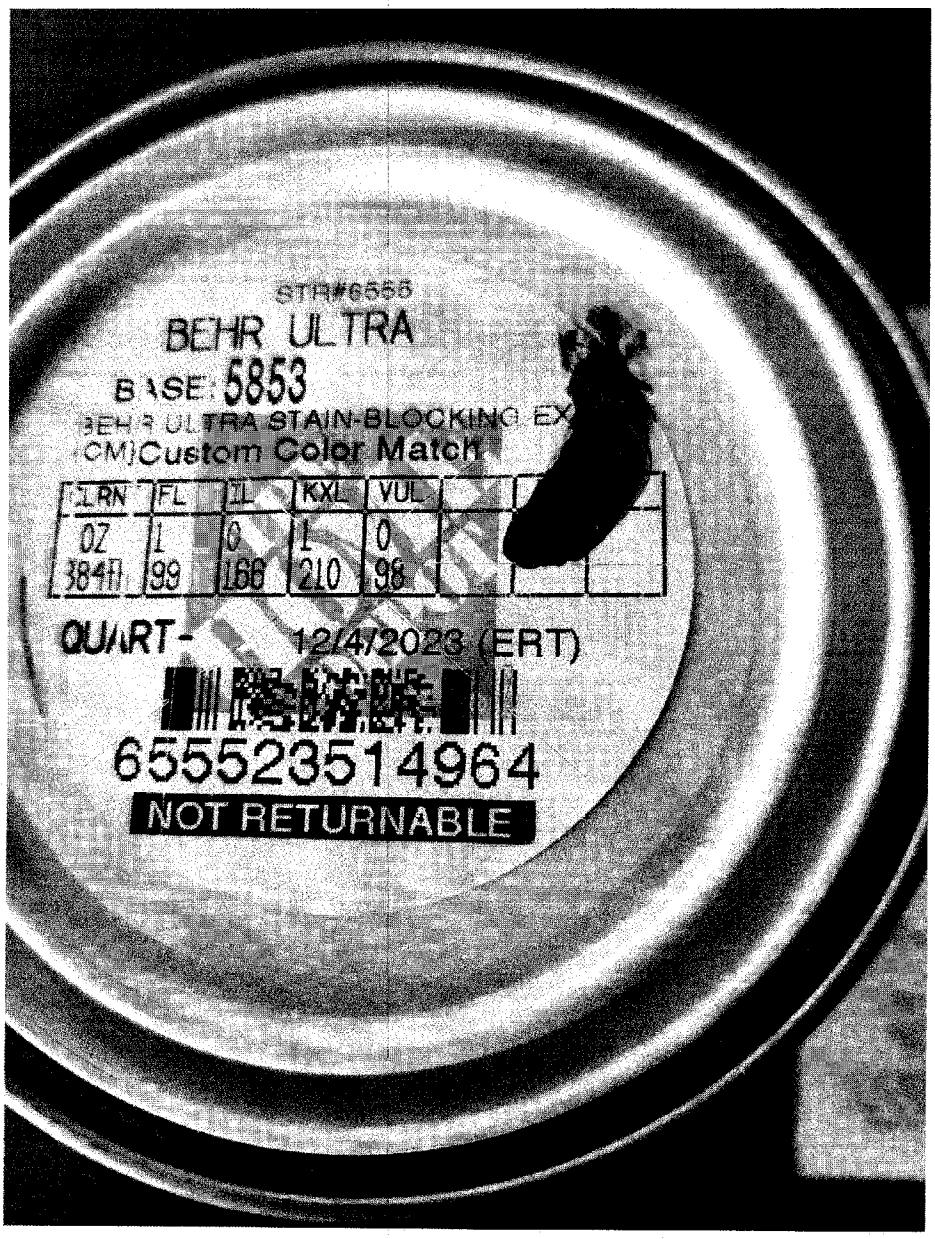
IT IS FURTHER RESOLVED that this First Amendment to the Rules and Regulations of the Association is effective upon adoption and recordation hereof, to remain in force and effect until revoked, modified, or amended.

RIDGELINE TOWNHOMES AT CARROLLTON OWNERS ASSOCIATION, INC.
A Texas non-profit corporation

By: Shirley M. Stachel
Name: Shirley Stachel
Title: President

Exhibit A

The below is an approved front door paint color.



Product Detail

LOWE'S Go Shopping

Welcome !

- Online Help
- Privacy/Security
- Register
- Shopping Cart
- Log In

Go Shopping

Shopping Categories:

Go shopping for...

Search

Enter Keyword:

Go

My Cart

Your cart is empty

You are shopping at LOWE'S OF CARROLLTON, TEX.

Change Destination Zip

Shortcuts

- Lowe's Plant Guide
- Paint Problem Solver
- Accent & Style

Wall Fixtures



Click here to enlarge photo

Convertible Photocell Polished Brass Coach Lantern with Tailpiece

LOWE'S PRICE: $16.26

Item availability and price may vary by location.

Store Pickup

Store Delivery

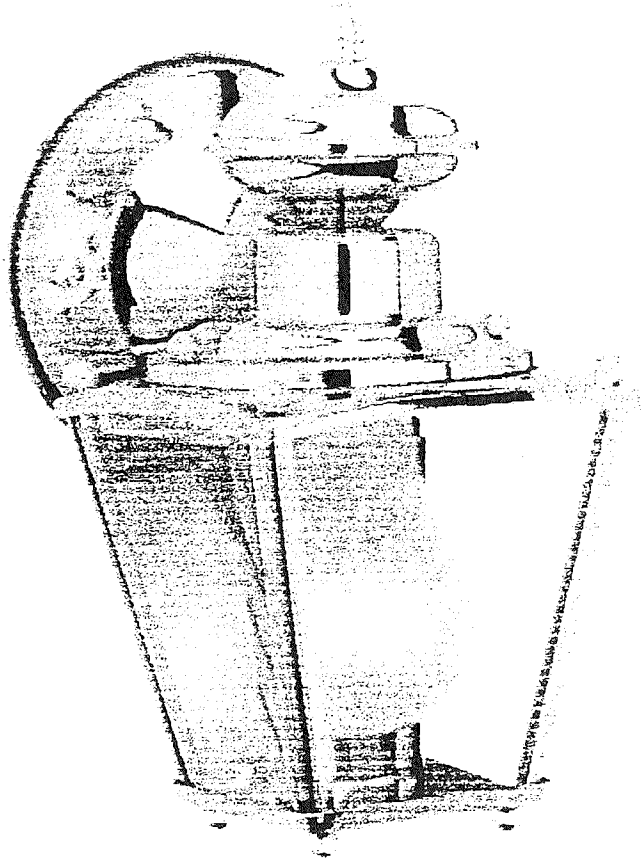
Parcel Delivery

Brand	Prime
Item Number	27770
Model Number	1618-02

- Solid brass finish
- Beveled glass panels
- Heat resistant porcelain socket
- 15 1/4"H x 5 1/2"W x 6"E
- Uses a 60 watt medium base bulb
- Durable protective coating
- Dusk-to-dawn photocell
- UL Listed

© 2002 by Lowe's®. All rights reserved. Lowe's and the gable design are registered trademarks of LF Corporation.
Please review our Privacy/Security information and Terms of Use.

BBB ONLINE



Product Detail

Go Shopping

Welcome !

- Online Help
- Privacy/Security
- Register
- Shopping Cart
- Log In

Go Shopping

Shopping Categories:

Go shopping for...

Search

Enter Keyword:

Go

My Cart

Your cart is empty

You are shopping at LOWE'S OF CARROLLTON, TEX.

Change Destination Zip

Shortcuts

- Lowe's Plant Guide
- Paint Problem Solver
- Accent & Style

Wall Fixtures



Click here to enlarge photo

Solid Brass Outdoor Lantern

LOWE'S PRICE: $10.97

Item availability and price may vary by location.

Store Pickup

Store Delivery

Parcel Delivery

Brand	Prime
Item Number	79290
Model Number	1607

- Solid brass finish
- Clear beveled glass panels
- 8 1/2"H x 4 1/2"W x 5 3/4"E
- Uses one 60 watt medium base bulb
- UL Listed

© 2002 by Lowe's®. All rights reserved. Lowe's and the gable design are registered trademarks of LF Corporation.
Please review our Privacy/Security information and Terms of Use.

Storm Doors: Lows

Comfort Built — 36x81 $96.00
Spring Style
Brown
All glass –full screen

Comfort Built — 36x81 $84.00
Traditional Style
Brown
½ screen ½ glass ½ view (not solid glass)

Larson — 36x81 $185.00
Laurel-Style
Brown
Multi vent window and secure lock

Comfort Built — 36x81 $108.00
Dakota style
Brown
All glass

Comfort Built — 36x81 $48.00
Basic screen door, no glass
Bronze

Rubbermaid Organize
Improving Ho
LOWE'S Home Improvement Warehouse
How-To Library | Go Shopping | Commercial Services | About Lowe's | Store Locator

Welcome !
Online Help
Privacy/Security
Register
Shopping Cart
Log In

Go Shopping

Shopping Categories:
Go shopping for...

Search
Enter Keyword:
Go

My Cart
Your cart is empty
You are shopping at LOWE'S OF CARROLLTON, TEX.
Change Destination Zip

Shortcuts
Lowe's Plant Guide
Paint Problem Solver
Accent & Style

Storm Doors



Click here to enlarge photo

36" White Traditions Self-Storing High View Storm Door

LOWE'S PRICE: $84.00

Item availability and price may vary by location.

Store Pickup

Store Delivery

Brand	Comfort-Bilt
Item Number	47770
Model Number	CO208032

- Thick aluminum frame with maintenance-free baked-on enamel finish
- Stucco-like embossed kick panel
- Fluted side stiles
- Tempered safety glass window and screen interchange for top or bottom ventilation
- Weatherstripped to seal out the elements
- Slide-on expander sweep
- Push-button handle, adjustable-speed closer and windchain
- (Storm door only)

© 2002 by Lowe's. All rights reserved. Lowe's and the gable design are registered trademarks of LF, LLC.
Please review our Privacy/Security information and Terms of Use

How-To Library | Go Shopping | Commercial Customers | About Lowe's | Store Locator | Customer Service | H

PRIVACY BBBOnLine | BizRate.com

Rules on Satellite Dishes

The following are restrictions for the installation of satellite dishes at Ridgeline Townhomes.i

1) All satellite dishes must be free standing on patios.
2) The exception to free standing dishes is when a signal cannot be obtained. In this case, the satellite dish may be installed on the east side of the chimney.

The above restrictions indicate that a satellite dish may not be attached to the Building in any manner unless the criteria in the above stated restrictions.

A thirty (30) day notice must be given to the HOA board for installation of a satellite dish on the chimney as stated above. The owner will be responsible for all repairs incurred during the installation and any and all damages that occur during the removal of the satellite dish.

As per the Declarations, any and all requests to alter outside appearance of The building must be put into a written request to the HOA board thirty days Prior to the installation.

Dallas County
John F. Warren
Dallas County Clerk

Instrument Number: 202500034003

eRecording - Real Property

Recorded On: February 20, 2025 08:23 AM

Number of Pages: 43

" Examined and Charged as Follows: "

Total Recording: $189.00

********** **THIS PAGE IS PART OF THE INSTRUMENT** **********
Any provision herein which restricts the Sale, Rental or use of the described REAL PROPERTY because of color or race is invalid and unenforceable under federal law.

File Information:

Document Number:	202500034003
Receipt Number:	20250219000901
Recorded Date/Time:	February 20, 2025 08:23 AM
User:	Vickey J
Station:	Cc131

Record and Return To:

Simplifile

STATE OF TEXAS
COUNTY OF DALLAS

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 Dallas County, Texas.**

John F. Warren
Dallas County Clerk
Dallas County, TX