

# *Wellington Run Owners Association, Inc.*

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## **Governing Documents And HOA Information**



**Provided by:**

Village Association Management, L.L.C.

P.O. Box 460057

Garland, TX 75046-0057

Community Manager: MaryKathryn Lightsey

Phone: 214/552-162

On the web at: [www.villagemgmt.com](http://www.villagemgmt.com)

Board of Directors Group Email: [wrhoa@villagemgmt.com](mailto:wrhoa@villagemgmt.com)





Congratulations on the purchase of your new home. On behalf of the Association, I would like to take this opportunity to welcome you and tell you a little about your management company. Under the direction of your Board of Directors, we are the custodian of the records, as well as the party responsible for overseeing maintenance of the common areas, enforcement of the Covenants by regular lot inspections and notifications, and for accepting payment of your dues. This Governing Documents and HOA Information Packet contains valuable information on your HOA community. Please read it through, especially the sections flagged for your attention. The maintenance and architectural controls sections have valuable information for you.

Should you have any problems regarding your account or questions about the neighborhood, please call (214) 552-1629. Phone calls are handled from 9:00 A.M. to 6:00 P.M. Monday through Friday and Saturday until noon. Messages reporting emergency repair needs in the common areas are responded to twenty-four hours a day.

In accordance with the governing documents, assessment statements will be mailed out about thirty days in advance of the due date. However, due to circumstances beyond the control of the management company, you may not receive the statement. **It is the homeowner's responsibility to remit payment or call for a statement if one is not received. If you do not receive "Notice of Assessment" at least thirty (30) days before each assessment, call the management company to request a statement. Review your document packet for information on methods of payment.**

We hope to have the privilege of serving you as a member of your Homeowners Association for many years to come.

Sincerely,

A handwritten signature in dark ink, appearing to read "Mary Kathryn Lightsey", is written over a horizontal line.

MaryKathryn Lightsey, Owner and Community Manager  
Village Association Management, L.L.C.  
Managing Agent for the Association

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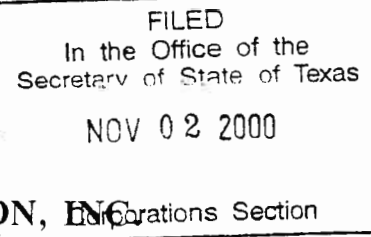
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## ARTICLES OF INCORPORATION

The articles of incorporation, or “corporate charter” is the document that formally establishes the entity responsible for the maintenance, management and operation of the community property and the community concept. This entity is the homeowners association. The articles of incorporation provide the framework for the association’s organization, they define its membership and the voting rights of its members, and they create the officers and directors who will act on behalf of the organization. The charter establishes the association’s responsibility to administer to the shared community facilities and to promote and preserve harmony and uniformity within the residential community.

**ARTICLES OF INCORPORATION  
OF  
WELLINGTON RUN OWNERS ASSOCIATION, INC.**  
A Texas Nonprofit Corporation



1202053

I, the undersigned natural person over the age of eighteen years, acting as incorporator of a corporation under the Texas Nonprofit Corporation Act, do hereby adopt the following Articles of Incorporation for the corporation:

11/17/00

2400688

\$13.00

**ARTICLE 1. PROPERTY.** These Articles of Incorporation pertain to Wellington Run, an addition to the City of Garland, Dallas County, Texas, the initial phase of which was platted according to the Final Plat of Wellington Run No. 1, recorded on October 5, 2000, in Volume 2000194, Page 00056, Real Property Records, Dallas County, Texas.

**ARTICLE 2. DECLARATION.** The Property is or will be subject to the Declaration of Covenants, Conditions & Restrictions for Wellington Run, recorded or to be recorded in the Real Property Records of Dallas County, Texas, as amended from time to time (the "**declaration**").

**ARTICLE 3. ASSOCIATION.** The corporation is the "**Association**," a mandatory property owners association, created by and defined in the declaration.

**ARTICLE 4. NAME.** The name of the Association is Wellington Run Owners Association, Inc.

**ARTICLE 5. NONPROFIT.** The Association is a nonprofit corporation, organized pursuant to the Nonprofit Corporation Act.

**ARTICLE 6. DURATION.** The duration of the Association is perpetual.

**ARTICLE 7. PURPOSES.** The general purposes for which the Association is formed are to exercise the rights and powers and to perform the duties and obligations of a Texas property owners association in accordance with the declaration, the bylaws of the Association, and State law, as each may be amended from time to time.

**ARTICLE 8. POWERS.** In furtherance of its purposes, the Association has the following powers which, unless indicated otherwise by these articles, the declaration, the bylaws, or State law, may be exercised by the board of directors: (1) all rights and powers conferred on nonprofit corporations by State law in effect from time to time; (2) all rights and powers conferred on property owners associations by State law, in effect from time to time; (3) all powers necessary, appropriate, or advisable to perform any purpose or duty of the Association as set out in these articles, the bylaws, the declaration, or State law.

**ARTICLE 9. MEMBERSHIP.** The Association is a nonstock membership corporation. The declaration and bylaws will determine the number and qualifications of members of the Association; any classes of membership; the voting rights and other privileges of membership; and the obligations and liabilities of members. Cumulative voting is not allowed.

**ARTICLE 10. MANAGEMENT BY BOARD.** The management and affairs of the Association are vested in the board of directors, except for those matters expressly reserved to others in the declaration and bylaws. The bylaws may determine the number and qualification of directors; the term of office of directors; the methods of electing, removing, and replacing directors; and the methods of holding a board meeting and obtaining consents.

**ARTICLE 11. LIMITATIONS ON LIABILITY.** a. Except as provided in Paragraph b below, an officer or director of the Association is not liable to the Association or its members for monetary damages for acts or omissions that occur in the person's capacity as an officer or director, except to the extent a person is found liable for (1) a breach of the officer or director's duty of loyalty to the Association or its members; (2) an act or omission not in good faith that constitutes a breach of duty of the officer or director to the Association; (3) an act or omission that involves intentional misconduct or a knowing violation of the law; (4) a transaction from which the officer or director receives an improper benefit, whether or not the benefit resulted from an action taken within the scope of the person's office; or (5) an act or omission for which the liability of an officer or director is expressly provided by an applicable statute. The liability of officers and directors of the Association may also be limited by the Charitable Immunity and Liability Act of 1987, Chapter 84, Texas Civil Practice and Remedies Code, as amended.

b. The limitation on the liability of an officer or director does not eliminate or modify that person's liability as a member of the Association. The liability of a member arising out of a contract made by the Association, or out of the indemnification of officers or directors, or for damages as a result of injuries arising in connection with the common elements, or for liabilities incurred by the Association, will be limited to the same proportion for which he is liable for common expenses as a member of the Association.

**ARTICLE 12. INDEMNIFICATION.** Subject to the limitations and requirements of Art. 1396-2.22A of the Nonprofit Corporation Act, the Association will indemnify a person who was, is, or is threatened to be made a named defendant or respondent in a proceeding because the person is or was an officer or director of the Association. Additionally, the Association may indemnify a person who is or was an employee, trustee, agent, or attorney of the Association, against any liability asserted against him and incurred by him in that capacity and arising out of that capacity.

**ARTICLE 13. AMENDMENT OF ARTICLES.** These articles may be amended in accordance with the Nonprofit Corporation Act, subject to the following:

1. An amendment may not conflict with the declaration or State law.
2. An amendment may not impair or dilute a right granted to a person by the declaration, without that person's written consent.
3. Without member approval, the board of directors may adopt amendments permitted by Art. 1396-4.02.A(4) of the Nonprofit Corporation Act.

**ARTICLE 14. AMENDMENT OF BYLAWS.** The bylaws of the Association may be amended or repealed according to the amendment provision of the bylaws, which may reserve those powers to the members, exclusively.

**ARTICLE 15. DISSOLUTION.** The Association may be dissolved only as provided in the declaration, bylaws, and by State law. On dissolution, the assets of the Association will be distributed in accordance with the declaration provision for distribution upon termination. If the declaration has no such provision, then in accordance with Section 82.068 of the Property Code, albeit the Association is not otherwise subject to Chapter 82 of the Property Code.

**ARTICLE 16. ACTION WITHOUT MEETING.** Pursuant to Article 1396-9.10.C. of the Nonprofit Corporation Act, any action required by the Nonprofit Corporation Act to be taken at a meeting of the members or directors, or any action that may be taken at a meeting of the members or directors or of any committee may be taken without a meeting if a consent in writing, setting forth the action to be taken, is signed by a sufficient number of members, directors, or committee members as would be necessary to take that action at a meeting at which all of the members, directors, or members of the committee were present and voted.

**ARTICLE 17. INITIAL BOARD OF DIRECTORS.** The initial board consists of three directors who will serve as directors until their successors are elected and qualified, as provided in the bylaws. The name and address of each initial director is as follows:

<u>Name</u>	<u>Address</u>
John L. Moore	621 W. College Street, Grapevine, Texas 76051
Bruce Prine	621 W. College Street, Grapevine, Texas 76051
Daniel Mead	621 W. College Street, Grapevine, Texas 76051

**ARTICLE 18. INITIAL REGISTERED AGENT & OFFICE.** The name of the Association's initial registered agent is John L. Moore. The address of its initial registered agent is 621 W. College Street, Grapevine, Texas 76051.

**ARTICLE 19. INCORPORATOR.** The name of the incorporator is Sharon Reuler. The incorporator's address is c/o Palmer, Allen & McTaggart, LLP, 8111 Preston Road, Suite 300, Dallas, Texas 75225.

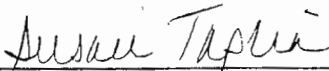
SIGNED this 1st day of November 2000.

  
Sharon Reuler

THE STATE OF TEXAS   §  
                                  §  
COUNTY OF DALLAS   §       ;

This instrument was acknowledged before me on this 1st day of November 2000 by Sharon Reuler.



  
Notary Public, The State of Texas



AMENDMENT OF ANNEXATION  
OF PHASE 2

Deed

08/15/01

2800351

\$11.00

1495445

TO DECLARATION OF COVENANTS, CONDITIONS & RESTRICTIONS FOR  
WELLINGTON RUN

OPENING RECITALS

A. Continental Homes of Texas, L.P., a Texas limited partnership ("**Declarant**"), is the developer of Wellington Run, a planned development located in the City of Garland, Dallas County, Texas, which is subject to the Declaration of Covenants, Conditions & Restrictions for Wellington Run, recorded November 1, 2000, in Volume 2000213, Page 07163, Real Property Records, Dallas County, Texas (the "**Declaration**").

B. As provided by Appendix C to the Declaration, Declarant has the right to expand the Property by amending the Declaration to submit real property to the terms and provisions of the Declaration.

C. By recording this Amendment of Annexation, Declarant submits the property described in Exhibit A to the provisions of the Declaration.

AMENDMENT

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

SIGNED AND ACKNOWLEDGED

SIGNED on this 10<sup>th</sup> day of August 2001.

CONTINENTAL HOMES OF TEXAS, L.P., a  
Texas limited partnership

By: CHTEX of Texas, Inc., a Delaware  
corporation, its sole general partner

By: 

John L. Moore, Division President

44570 6511002  
2001 159 04544

[illegible]

This instrument was acknowledged before me on the 10<sup>th</sup> day of August 2001 by John L. Moore, Division President of CHTEX of Texas, Inc., a Delaware corporation, on behalf of the corporation in its capacity as sole general partner of Continental Homes of Texas, L.P., a Texas limited partnership, on behalf of the limited partnership.



  
Notary Public, The State of Texas

[illegible]

EXHIBIT A  
DESCRIPTION OF SUBJECT LAND

The 17.25-acre tract described by metes and bounds on the Final Plat of Wellington Run No. 2, recorded April 12, 2001, in Volume 2001072, Page 00065, Real Property Records, Dallas County, Texas, including the following 70 house lots and 4 common areas:

## HOUSE LOTS

BLOCK 1: LOTS 1 - 24  
BLOCK 3: LOTS 13 - 24  
BLOCK 4: LOTS 1 - 34

## COMMON AREAS

LOT 36, BLOCK 4

3-foot screening wall easement shown on Plat as LOT 25, BLOCK 3  
3-foot screening wall easement shown on Plat as LOT 35, BLOCK 4  
3-foot screening wall easement shown on Plat as LOT 37, BLOCK 4

2001 159 04545

97570 651100Z

FILED

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EARL BULLOCK  
COUNTY CLERK  
DALLAS COUNTY

AFTER RECORDING, PLEASE RETURN TO:

Sharon Reuler, P.C.  
Palmer, Allen & McTaggart, L.L.P.  
8111 Preston Road, Suite 300  
Dallas, Texas 75225

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.

STATE OF TEXAS

I hereby certify this instrument was filed on the date and time stamped hereon by me and was duly recorded in the volume and page of the named records of Dallas County, Texas as stamped hereon by me.

AUG 15 2001



*Earl Bullock*  
COUNTY CLERK, Dallas County, Texas



99

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Deed 11/01/00

2379085

\$99.00

**DECLARATION OF  
COVENANTS, CONDITIONS & RESTRICTIONS  
FOR  
WELLINGTON RUN**

**Garland, Dallas County, Texas**

**Declarant**

**Continental Homes of Texas, L.P.**

20213 07163

DECLARATION OF  
COVENANTS, CONDITIONS & RESTRICTIONS  
FOR  
WELLINGTON RUN

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**DECLARATION OF  
COVENANTS, CONDITIONS & RESTRICTIONS  
FOR  
WELLINGTON RUN**

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This Declaration of Covenants, Conditions & Restrictions for Wellington Run is made by Continental Homes of Texas, L.P., a Texas limited partnership ("**Declarant**"), on the date signed below. Declarant owns the real property described in Appendix A of this Declaration, together with the improvements thereon.

Declarant desires to develop the real property with a residential community to be known as Wellington Run. Declarant further desires to provide for the preservation and maintenance of portions of Wellington Run, and to protect the value, desirability, and attractiveness of Wellington Run. Declarant deems it advisable to create an association to perform these functions and activities more fully described in this Declaration.

Declarant hereby declares that the real property described in Appendix A is subject to this Declaration.

**ARTICLE 1  
DEFINITIONS**

DEFINITIONS. The following words and phrases, whether or not capitalized, have specified meanings when used in the Documents, unless a different meaning is apparent from the context in which the word or phrase is used.

- 1.1. "**ACC**" means the Architectural Control Committee of the Association.
- 1.2. "**Assessment**" means any charge levied against a lot or owner by the Association, pursuant to the Documents or State law.
- 1.3. "**Association**" means the association of owners of all lots in the Property, initially organized as Wellington Run Owners Association, Inc., a Texas nonprofit corporation, and serving as the "property owners' association" defined in Section 202.001(2) of the Texas Property Code. The failure of the Association to maintain its corporate charter from time to time does not affect the existence or legitimacy of the Association, which derives its authority from this Declaration and the bylaws.
- 1.4. "**Board**" means the board of directors of the Association.
- 1.5. "**City**" means the City of Garland, Dallas County, Texas, in which the Property is located.

1.6. **"Common Area"** means portions of real property and improvements thereon that are owned and/or maintained by the Association, as described in Section 2.4 below.

1.7. **"Declarant"** means Continental Homes of Texas, L.P., a Texas limited partnership, which is developing the Property, or the successors and assigns of Continental Homes of Texas, L.P., which acquire any portion of the Property for the purpose of development and which are designated a Successor Declarant by Continental Homes of Texas, L.P., or by any such successor and assign, in a recorded document.

1.8. **"Declarant Control Period"** means that period of time, beginning the date this Declaration is recorded, during which Declarant controls the operation of the Association, pursuant to Appendix C of this Declaration.

1.9. **"Declaration"** means this document, as it may be amended from time to time.

1.10. **"Development Period"** means the 12-year period beginning the date this Declaration is recorded, during which the Property and the Additional Land described in Appendix D hereto are being developed, constructed, expanded, or marketed. The Development Period terminates automatically when a dwelling is constructed and completed on every lot that may be created in the Property and on the Additional Land. Declarant may terminate the Development Period at any time by recording a notice of termination.

1.11. **"Documents"** means, singly or collectively as the case may be, this Declaration, the Plat, the bylaws, the Association's articles of incorporation, and the rules of the Association, as any of these may be amended from time to time. An appendix, exhibit, schedule, or certification accompanying a Document is a part of that Document.

1.12. **"Lot"** means a portion of the Property intended for independent ownership, on which there is or will be constructed a dwelling, as shown on the Plat. Where the context indicates or requires, "lot" includes all improvements thereon and any portion of a right-of-way that customarily is used exclusively by and in connection with the lot.

1.13. **"Majority"** means more than half.

1.14. **"Member"** means a member of the Association, each member being an owner of a lot, unless the context indicates that member means a member of the board or a member of a committee of the Association.

1.15. **"Owner"** means a holder of recorded fee simple title to a lot. Declarant is the initial owner of all lots. Contract sellers and mortgagees who acquire title to a lot through a deed in lieu of foreclosure or through judicial or nonjudicial foreclosure are owners. Persons or entities having ownership interests merely as security for the performance of an obligation are not owners. Every owner is a member of the Association.

1.16. **"Plat"** means all plats, singly and collectively, recorded in the Real Property Records of Dallas County, Texas, and pertaining to Wellington Run, a subdivision to the City of Garland, including all dedications, limitations, restrictions, easements, and reservations shown on the plat.

as it may be amended from time to time. The initial plat, titled "Final Plat of Wellington Run No. 1," was recorded on October 5, 2000, in Volume 2000194, Page 00056, Real Property Records, Dallas County, Texas.

1.17. "**Property**" means all the land subject to this Declaration and all improvements, easements, rights, and appurtenances to the land. The name of the Property is Wellington Run. The Property is located on land described in Appendix A to this Declaration, and includes every lot thereon.

1.18. "**Resident**" means an occupant of a dwelling, regardless of whether the person owns the lot.

1.19. "**Rules**" means rules and regulations adopted by the board in accordance with the Documents.

1.20. "**Underwriting Lender**" means Federal Home Loan Mortgage Corporation (Freddie Mac), Federal Housing Administration (HUD/FHA), Federal National Mortgage Association (Fannie Mae), or U. S. Department of Veterans Affairs (VA), singly or collectively. The use of this term and these institutions may not be construed as a limitation on an owner's financing options nor as a representation that the Property is approved by any institution.

## ARTICLE 2 PROPERTY SUBJECT TO DOCUMENTS

2.1. PROPERTY. The real property described in Appendix A is held, transferred, sold, conveyed, leased, occupied, used, insured, and encumbered subject to the terms, covenants, conditions, restrictions, liens, and easements of this Declaration, including Declarant's representations and reservations in the attached Appendix C, which run with the Property and bind all parties having or acquiring any right, title, or interest in the Property, their heirs, successors, and assigns, and inure to the benefit of each owner of the Property.

2.2. ADDITIONAL PROPERTY. Additional real property may be annexed to the Property and subjected to the Declaration and the jurisdiction of the Association on approval of owners representing at least two-thirds of the lots in the Property, or, during the Development Period, by Declarant as permitted in Appendix C. Annexation of additional property is accomplished by recording a declaration of annexation, including an amendment of Appendix A, in the county's real property records.

2.3. PLAT DEDICATIONS, EASEMENTS & RESTRICTIONS. In addition to the easements and restrictions contained in this Declaration, the Property is subject to the dedications, limitations, easements, restrictions, and reservations shown or cited on the plat, which is incorporated herein by reference. Each owner, by accepting an interest in or title to a lot, whether or not it is so expressed in the instrument of conveyance, covenants and agrees to be bound by the plat, and further agrees to maintain any easement that crosses his lot and for which the Association does not have express responsibility.

2.4. COMMON AREA. The common area of the Property consists of the following components on or adjacent to the Property, even if located on a lot or a public right-of-way:

- a. All of the Property, save and except the house Lots.
- b. The land described in Appendix A as common areas and all improvements thereon.
- c. Any area shown on the plat as a common area or an area to be maintained by the Association, such as a drainage pond..
- d. The formal entrances to the Property, including (if any) the signage, landscaping, electrical and water installations, planter boxes and fencing on both sides of the entrances.
- e. The grounds between the major perimeter streets of the Property and the screening walls, fences, or berms, to the extent that the Association has a right or duty to maintain or regulate that portion of the right-of-way.
- f. The screening walls, fences, or berms (if any) along the major perimeter streets of the Property, but only to the extent they are not maintained by the city.
- g. Any modification, replacement, or addition to any of the above-described areas and improvements.
- h. Personal property owned by the Association, such as books and records, office equipment, and supplies.

2.5. STREETS WITHIN PROPERTY. Because streets, alleys, and cul de sacs within the Property (hereafter "streets") are capable of being converted from publicly dedicated to privately owned, and vice versa, this Section addresses both conditions. Private streets are part of the common area, which is governed by the Association. Public streets are part of the common area only to the extent they are not maintained or regulated by the city or county. To the extent not prohibited by public law, the Association, acting through the board, is specifically authorized to adopt, amend, repeal, and enforce rules, regulations, and procedures for use of the streets -- whether public or private -- including but not limited to:

- a. Identification of vehicles used by owners and residents and their guests.
- b. Designation of speed limits and parking or no-parking areas.
- c. Removal or prohibition of vehicles that violate applicable rules and regulations.
- d. Fines for violations of applicable rules and regulations.

### **ARTICLE 3** **PROPERTY EASEMENTS AND RIGHTS**

3.1. GENERAL. In addition to other easements and rights established by the Documents, the Property is subject to the easements and rights contained in this Article.

3.2. EASEMENT FOR ENTRY FEATURE & SCREENING WALL. The Association is hereby granted a perpetual easement (the "**Maintenance Easement**") over each lot that abuts or contains a portion of the Property's formal entrances or the Property's screening wall, fence, or berm, for the purposes stated in this Section, regardless of whether or how the plat shows the easement, entry features, or screening wall, fence, or berm.

3.2.1. Purpose of Easement. The purpose of the Maintenance Easement is to provide for the existence, repair, improvement, and replacement of the Property's formal entrances and screening wall, fence, or berm, to be maintained by the Association as a common area. In exercising this Maintenance Easement, the Association may construct, maintain, improve, and replace improvements reasonably related to the screening or entrance of a residential subdivision, including: screening walls, fences and/or berms; planter beds, landscaping, and plant material; electrical and water meters and equipment, including light fixtures and sprinkler systems; and signage relating to the Property.

**NOTICE  
CERTAIN LOTS IN WELLINGTON RUN  
ARE SUBJECT TO A MAINTENANCE EASEMENT.**

3.2.2. Rights Reserved. The owners of the lots burdened with the Maintenance Easement will have the continual use and enjoyment of their lots for any purpose that does not interfere with and prevent the Association's use of the Maintenance Easement.

3.2.3. Temporary Easement. In addition to the easement granted herein, the Association has the temporary right, from time to time, to use as much as the surface of a burdened lot as may be reasonably necessary for the Association to perform its contemplated work on the Maintenance Easement.

3.2.4. Duration, Termination & Assignment of Easement. This easement is perpetual. The Maintenance Easement will terminate when the purpose of the easement ceases to exist, is abandoned by the Association, or becomes impossible to perform. The Association may assign this easement, or any portion thereof, to the city if the city agrees to accept the assignment.

3.3. OWNER'S EASEMENT OF ENJOYMENT. Every owner is granted a right and easement of enjoyment over the common areas and to use of improvements therein, subject to other rights and easements contained in the Documents, including the right of the Association to reserve the use of common areas for certain persons and purposes. An owner who does not occupy a lot delegates this right of enjoyment to the residents of his lot.

3.4. OWNER'S INGRESS/EGRESS EASEMENT. Every owner is granted a perpetual easement over the Property's streets, as may be reasonably required, for vehicular ingress to and egress from his lot.

3.5. ASSOCIATION'S ACCESS EASEMENT. The Association is granted an easement of access and entry to every lot and common area to perform maintenance, to enforce architectural

and use restrictions, to respond to emergencies, and to perform any other duties required by the Documents.

3.6. UTILITY EASEMENT. The Association may grant permits, licenses, and easements over common areas for utilities, roads, and other purposes necessary for the proper operation of the Property. A company or entity, public or private, furnishing utility service to the Property, is granted an easement over the Property for ingress, egress, meter reading, installation, maintenance, repair, or replacement of utility lines and equipment, and to do anything else necessary to properly maintain and furnish utility service to the Property; provided, however, this easement may not be exercised without prior notice to the board. Utilities may include, but are not limited to, water, sewer, trash removal, electricity, gas, telephone, master or cable television, and security.

3.7. RIGHTS OF CITY. The city, including its agents and employees, has the right of immediate access to the common areas at all times if necessary for the welfare or protection of the public, or for the preservation of public property. If the Association fails to maintain the common areas to a standard acceptable to the city, the city may give the Association a written demand for maintenance. If the Association fails or refuses to perform the maintenance within a reasonable period of time after receiving the city's written demand (at least 90 days), the city may maintain the common areas at the expense of the Association after giving written notice of its intent to do so to an owner of every lot. To fund the city's cost of maintaining the common areas, the city may levy an assessment against every lot in the same manner as if the Association levied a special assessment against the lots.

**READERS, PLEASE PAY HEED TO THE NEXT 2 SECTIONS.**

3.8. SECURITY. The Association may, but is not obligated to, maintain or support certain activities within the Property designed, either directly or indirectly, to improve safety in or on the Property. Each owner and resident acknowledges and agrees, for himself and his guests, that Declarant, the Association, and its directors, officers, committees, agents, and employees are not providers, insurers, or guarantors of security within the Property. Each owner and resident acknowledges and accepts his sole responsibility to provide security for his own person and property, and assumes all risks for loss or damage to same. Each owner and resident further acknowledges that Declarant, the Association, and its directors, officers, committees, agents, and employees have made no representations or warranties, nor has the owner or resident relied on any representation or warranty, express or implied, including any warranty of merchantability or fitness for any particular purpose, relative to any fire, burglar, and/or intrusion systems recommended or installed, or any security measures undertaken within the Property. Each owner and resident acknowledges and agrees that Declarant, the Association, and its directors, officers, committees, agents, and employees may not be held liable for any loss or damage by reason of failure to provide adequate security or ineffectiveness of security measures undertaken.

3.9. RISK. Each resident uses all common area amenities at his own risk. All common area amenities are unattended and unsupervised. Each resident is solely responsible for his own safety and that of his guests. The Association disclaims any and all liability or responsibility for injury or death occurring from use of the common area amenities.

**ARTICLE 4**  
**ARCHITECTURAL COVENANTS AND CONTROL**

4.1. **PURPOSE.** Because the lots are part of a single, unified community, the Association has the right to regulate the design, use, and appearance of the lots and common areas in order to preserve and enhance the Property's value and architectural harmony. One purpose of this Article is to promote and ensure the level of taste, design, quality, and harmony by which the Property is developed and maintained. Another purpose is to prevent improvements and modifications that may be widely considered to be radical, curious, odd, bizarre, or peculiar in comparison to then existing improvements.

4.2. **ARCHITECTURAL CONTROL COMMITTEE.** The Architectural Control Committee (the "ACC") consists of 3 persons appointed by Declarant during the Development Period. After the Development Period, the ACC consists of 3 persons appointed by the board, pursuant to the bylaws, or, at the board's option, the board may act as the ACC. If the board acts as the ACC, all references in the Documents to the ACC are construed to mean the board. Members of the ACC need not be owners or residents.

4.3. **LIMITS ON LIABILITY.** The ACC has sole discretion with respect to taste, design, and all standards specified by this Article. The members of the ACC have no liability for the ACC's decisions made in good faith, and which are not arbitrary or capricious. The ACC is not responsible for: (1) errors in or omissions from the plans and specifications submitted to the ACC, (2) supervising construction for the owner's compliance with approved plans and specifications, or (3) the compliance of the owner's plans and specifications with city codes and ordinances, state and federal laws.

**BEFORE MAKING ANY IMPROVEMENT OR ALTERATION  
TO A LOT OR DWELLING, A BUILDER OR OWNER  
MUST APPLY FOR THE ACC'S PRIOR WRITTEN APPROVAL.**

4.4. **PROHIBITION OF CONSTRUCTION, ALTERATION & IMPROVEMENT.** Without the ACC's prior written approval, a person may not construct a dwelling or make an addition, alteration, improvement, installation, modification, redecoration, or reconstruction of or to the Property, if it will be visible from a street, another lot, or the common area. The ACC has the right but not the duty to evaluate every aspect of construction, landscaping, and property use that may adversely affect the general value or appearance of the Property.

4.5. **ACC APPROVAL.** To request ACC approval, an owner must make written application and submit 2 identical sets of plans and specifications showing the nature, kind, shape, color, size, materials, and locations of the work to be performed. The application must clearly identify any requirement of this Declaration for which a variance is sought. The ACC will return one set of plans and specifications to the applicant marked with the ACC's response, such as "Approved," "Denied," or "More Information Required." The ACC will retain the other set of plans and specifications, together with the application, for the Association's files. Verbal approval by a director, officer, member of the ACC, or the Association's manager does not constitute ACC approval, which must be in writing.



4.5.1. Deemed Approval. If an owner has not received the ACC's written approval or denial within 60 days after delivering his complete application to the ACC, the owner may presume that his request has been approved by the ACC. The owner may then proceed with the improvement, provided he adheres to the plans and specifications which accompanied his application, and provided he initiates and completes the improvement in a timely manner.

4.5.2. No Approval Required. No approval is required to repaint exteriors in accordance with an ACC-approved color scheme, or to rebuild a dwelling in accordance with originally approved plans and specifications. Nor is approval required for an owner to remodel or repaint the interior of a dwelling.

4.5.3. Building Permit. If the application is for work that requires a building permit from the city, the ACC's approval is conditioned on the city's issuance of the appropriate permit. The ACC's approval of plans and specifications does not mean that they comply with the city's requirements. Alternatively, approval by the city does not ensure ACC approval.

4.6. ACC GUIDELINES. The Association may publish architectural restrictions, guidelines, and standards developed by the ACC, subject to revision from time to time, including revisions to reflect changes in technology, style, and taste. The Association, acting through the ACC, has the right to establish and enforce architectural restrictions, guidelines, and standards relating to every aspect of proposed or existing improvements on a lot, including but not limited to dwellings, fences, and landscaping, and further including replacements or modifications of original construction or installation.

## ARTICLE 5 CONSTRUCTION AND USE RESTRICTIONS

5.1. VARIANCE. The use of the Property is subject to the restrictions contained in this Article, and subject to rules adopted pursuant to this Article. The board or the ACC, as the case may be, may grant a variance or waiver of a restriction or rule on a case-by-case basis, and may limit or condition its grant.

5.2. CONSTRUCTION RESTRICTIONS. Without the ACC's prior written approval for a variance, improvements constructed on every lot must have the characteristics described in Appendix B, which may be treated as the minimum requirements for improving and using a lot. The ACC and the board may promulgate additional rules and restrictions, as well as interpretations, additions, and specifications of the restrictions contained in this Article. An owner should review the Association's architectural restrictions, if any, before planning improvements, repairs, or replacements to his lot and dwelling.

5.3. ASSOCIATION'S RIGHT TO PROMULGATE RULES. The Association, acting through its board, is granted the right to adopt, amend, repeal, and enforce reasonable Rules, and penalties for infractions thereof, regarding the occupancy, use, disposition, maintenance, appearance, and enjoyment of the Property. In addition to the restrictions contained in this Article, each lot is owned and occupied subject to the right of the board to establish Rules, and penalties for infractions thereof, governing:

- a. Use of common areas.
- b. Hazardous, illegal, or annoying materials or activities on the Property.
- c. The use of Property-wide services provided through the Association.
- d. The consumption of utilities billed to the Association.
- e. The use, maintenance, and appearance of exteriors of dwellings and lots.
- f. Landscaping and maintenance of yards.
- g. The occupancy and leasing of dwellings.
- h. Animals.
- i. Vehicles.
- j. Disposition of trash and control of vermin, termites, and pests.
- k. Anything that interferes with maintenance of the Property, operation of the Association, administration of the Documents, or the quality of life for residents.

5.4. ACCESSORY SHEDS. Accessory structures, such as dog houses, gazebos, metal storage sheds, playhouses, and greenhouses, are permitted as long as they are typical for the Property in terms of type, number, size, location, color, material, and height. Accessory structures may not be located in front yards or in unfenced portions of side yards facing streets. If an accessory structure that is visible from a street or another lot is installed on a lot without the prior written approval of the ACC, the ACC reserves the right to determine that the accessory structure is unattractive or inappropriate or otherwise unsuitable for the Property, and may require the owner to screen it or to remove it.

5.5. ANIMAL RESTRICTIONS. No animal, bird, fish, reptile, or insect of any kind may be kept, maintained, raised, or bred anywhere on the Property for any commercial purpose or for food. Customary domesticated household pets may be kept for personal companionship subject to rules adopted by the board. The board may adopt, amend, and repeal rules regulating the types, sizes, numbers, locations, and behavior of animals at the Property. If the rules fail to establish animal occupancy quotas, no more than 4 dogs and/or cats may be maintained on each lot. Pets must be kept in a manner that does not disturb the peaceful enjoyment of residents of other lots. Pets must be maintained inside the dwelling, and may be kept in a fenced yard only if they do not disturb residents of other lots.

5.6. ANNOYANCE. No lot or common area may be used in any way that: (1) may reasonably be considered annoying to neighbors; (2) may be calculated to reduce the desirability of the Property as a residential neighborhood; (3) may endanger the health or safety of residents of other lots; (4) may result in the cancellation of insurance on the Property; or (5) violates any law. The board has the sole authority to determine what constitutes an annoyance.

5.7. APPEARANCE. Both the lot and the dwelling must be maintained in a manner so as not to be unsightly when viewed from the street or neighboring lots. The ACC is the arbitrator of acceptable appearance standards.

5.8. DRAINAGE. No person may interfere with the established drainage pattern over any part of the Property unless an adequate alternative provision for proper drainage has been approved by the board.

5.9. DRIVEWAYS. The driveway portion of a lot may not be used for any purpose that interferes with its ongoing use as a route of vehicular access to the garage. Without the board's prior approval, a driveway may not be used: (1) for storage purposes, including storage of boats, trailers, and inoperable vehicles; or (2) for repair or restoration of vehicles.

5.10. FIRES. Except for barbecue fires, no exterior fires on the Property are permitted.

5.11. GARAGES. Without the board's prior written approval, the original garage area of a lot may not be enclosed or used for any purpose that prohibits the parking of two standard-size operable vehicles therein. Garage doors are to be kept closed at all times except when a vehicle is entering or leaving.

5.12. HOOPS. Without the ACC's prior written approval, basketball goals and other recreational or sporting equipment may not be used, attached, mounted, or installed in a front yard, on a front driveway, in an unfenced portion of a side yard, or on the street side exterior portion of a dwelling. This prohibition also applies to portable goals and equipment. If the ACC grants approval for such equipment, the approval may be revoked if the equipment is not maintained or used, or if it becomes unsightly.

5.13. LANDSCAPING. No person may perform landscaping, planting, or gardening on the common area without the board's prior written authorization.

*Yes, there are lots of rules!*  
EVERY RESIDENT OF WELLINGTON RUN  
IS EXPECTED TO COMPLY WITH THESE RULES  
AND WITH RULES ADOPTED BY THE BOARD OF DIRECTORS.

5.14. LEASING OF HOMES. An owner may lease the dwelling on his lot. Whether or not it is so stated in a lease, every lease is subject to the Documents. An owner is responsible for providing his tenant with copies of the Documents and notifying him of changes thereto. Failure by the tenant or his invitees to comply with the Documents, federal or state law, or local ordinance is deemed to be a default under the lease. When the Association notifies an owner of his tenant's violation, the owner will promptly obtain his tenant's compliance or exercise his rights as a landlord for tenant's breach of lease. If the tenant's violation continues or is repeated, and if the owner is unable, unwilling, or unavailable to obtain his tenant's compliance, then the Association has the power and right to pursue the remedies of a landlord under the lease or state law for the default, including eviction of the tenant. The owner of a leased lot is liable to the Association for any expenses incurred by the Association in connection with enforcement of the Documents against his tenant. The Association is not liable to the owner for any damages, including lost rents, suffered by the owner in relation to the Association's enforcement of the Documents against the owner's tenant.

5.15. NOISE & ODOR. A resident must exercise reasonable care to avoid making or permitting to be made loud, disturbing, or objectionable noises or noxious odors that are likely to disturb or annoy residents of neighboring lots. The Rules may prohibit the use of noise-producing security devices and windchimes.

is not liable for a mistake of judgment, negligent or otherwise. A Leader is liable for his willful misfeasance, malfeasance, misconduct, or bad faith. This right to indemnification does not exclude any other rights to which present or former Leaders may be entitled. The Association may maintain general liability and directors and officers liability insurance to fund this obligation.

6.9. OBLIGATIONS OF OWNERS. Without limiting the obligations of owners under the Documents, each owner has the following obligations:

6.9.1. Information. Within 30 days after acquiring an interest in a lot, within 30 days after the owner has notice of a change in any information required by this Subsection, and on request by the Association from time to time, an owner will provide the Association with the following information: (1) a copy of the recorded deed by which owner has title to the lot; (2) the owner's address, phone number, and driver's license number, if any; (3) any mortgagee's name, address, and loan number; (4) the name and phone number of any resident other than the owner; (5) the name, address, and phone number of owner's managing agent, if any.

6.9.2. Pay Assessments. Each owner will pay assessments properly levied by the Association against the owner or his lot, and will pay regular assessments without demand by the Association.

6.9.3. Comply. Each owner will comply with the Documents as amended from time to time.

6.9.4. Reimburse. Each owner will pay for damage to the Property caused by the negligence or willful misconduct of the owner, a resident of the owner's lot, or the owner or resident's family, guests, employees, contractors, agents, or invitees.

6.9.5. Liability. Each owner is liable to the Association for violations of the Documents by the owner, a resident of the owner's lot, or the owner or resident's family, guests, employees, agents, or invitees, and for costs incurred by the Association to obtain compliance, including attorney's fees whether or not suit is filed.

6.10. TRANSFER-RELATED FEES. A number of independent fees may be charged in relation to the transfer of title to a lot, including but not limited to fees for resale certificates, estoppel certificates, copies of the Documents, compliance inspections, ownership record changes, and priority processing, provided the fees are customary in amount, kind, and number for the local marketplace. Transfer-related fees are not refundable and may not be regarded as a prepayment of or credit against regular or special assessments. Transfer-related fees do not apply to the following transfers unless a party to the transfer requests the corresponding documentation: (1) foreclosure of a deed of trust lien, tax lien, or the Association's assessment lien; (2) transfer to, from, or by the Association; (3) voluntary transfer by an owner to one or more co-owners, or to the owner's spouse, child, or parent. Transfer-related fees may be charged by the Association or by the Association's managing agent, provided there is no duplication of fees. Transfer-related fees charged by or paid to a managing agent must have the prior written approval of the Association, are not subject to the Association's assessment lien, and are not payable by the Association. This Section does not obligate the board or the managing agent to levy transfer-related fees.

**ARTICLE 7**  
**COVENANT FOR ASSESSMENTS**

7.1. PURPOSE OF ASSESSMENTS. The Association will use assessments for the general purposes of preserving and enhancing the Property, and for the common benefit of owners and residents, including but not limited to maintenance of real and personal property, management and operation of the Association, and any expense reasonably related to the purposes for which the Property was developed. If made in good faith, the board's decision with respect to the use of assessments is final.

7.2. PERSONAL OBLIGATION. An owner is obligated to pay assessments levied by the board against the owner or his lot. An owner makes payment to the Association at its principal office or at any other place the board directs. Payments must be made in full regardless of whether an owner has a dispute with the Association, another owner, or any other person or entity regarding any matter to which this Declaration pertains. No owner may exempt himself from his assessment liability by waiver of the use or enjoyment of the common area or by abandonment of his lot. An owner's obligation is not subject to offset by the owner, nor is it contingent on the Association's performance of the Association's duties. Payment of assessments is both a continuing affirmative covenant personal to the owner and a continuing covenant running with the lot.

IF YOU OWN A WELLINGTON RUN LOT, YOU MUST  
PAY ASSESSMENTS TO THE ASSOCIATION.

7.3. CONTROL FOR ASSESSMENT INCREASES. This Section of the Declaration may not be amended without the approval of owners of at least two-thirds of the lots. In addition to other rights granted to owners by this Declaration, owners have the following powers and controls over the Association's budget:

7.3.1. Veto Increased Dues. At least 30 days prior to the effective date of an increase in regular assessments, the board will notify an owner of each lot of the amount of, the budgetary basis for, and the effective date of the increase. The increase will automatically become effective unless owners of at least a majority of the lots disapprove the increase by petition or at a meeting of the Association. In that event, the last-approved budget will continue in effect until a revised budget is approved.

7.3.2. Veto Special Assessment. At least 30 days prior to the effective date of a special assessment, the board will notify an owner of each lot of the amount of, the budgetary basis for, and the effective date of the special assessment. The special assessment will automatically become effective unless owners of at least majority of the lots disapprove the special assessment by petition or at a meeting of the Association.

7.4. TYPES OF ASSESSMENTS. There are 3 types of assessments: Regular, Special, and Individual.

7.4.1. Regular Assessments. Regular assessments are based on the annual budget. Each lot is liable for its equal share of the annual budget. If the board does not approve an

annual budget or fails to determine new regular assessments for any year, or delays in doing so, owners will continue to pay the regular assessment as last determined. If during the course of a year the board determines that regular assessments are insufficient to cover the estimated common expenses for the remainder of the year, the board may increase regular assessments for the remainder of the fiscal year in an amount that covers the estimated deficiency. Regular assessments are used for common expenses related to the reoccurring, periodic, and anticipated responsibilities of the Association, including but not limited to:

- a. Maintenance, repair, and replacement, as necessary, of the common area.
- b. Utilities billed to the Association.
- c. Services billed to the Association and serving all lots.
- d. Taxes on property owned by the Association and the Association's income taxes.
- e. Management, legal, accounting, auditing, and professional fees for services to the Association.
- f. Costs of operating the Association, such as telephone, postage, office supplies, printing, meeting expenses, and educational opportunities of benefit to the Association.
- g. Premiums and deductibles on insurance policies and bonds deemed by the board to be necessary or desirable for the benefit of the Association, including fidelity bonds and directors and officers liability insurance.
- h. Contributions to the reserve funds.
- i. Any other expense which the Association is required by law or the Documents to pay, or which in the opinion of the board is necessary or proper for the operation and maintenance of the Property or for enforcement of the Documents.

7.4.2. Special Assessments. In addition to regular assessments, and subject to the owners' control for assessment increases, the board may levy one or more special assessments against all lots for the purpose of defraying, in whole or in part, common expenses not anticipated by the annual budget or reserve funds. Special assessments do not require the approval of the owners, except that special assessments for the following purposes must be approved by owners of least a majority of the lots:

- a. Acquisition of real property, other than the purchase of a lot at the sale foreclosing the Association's lien against the lot.
- b. Construction of additional improvements within the Property, but not replacement of original improvements.

- c. Any expenditure that may reasonably be expected to significantly increase the Association's responsibility and financial obligation for operations, insurance, maintenance, repairs, or replacement.

7.4.3. Individual Assessments. In addition to regular and special assessments, the board may levy an individual assessment against a lot and its owner. Individual assessments may include, but are not limited to: interest, late charges, and collection costs on delinquent assessments; reimbursement for costs incurred in bringing an owner or his lot into compliance with the Documents; fines for violations of the Documents; insurance deductibles; transfer-related fees and resale certificate fees; fees for estoppel letters and project documents; reimbursement for damage or waste caused by willful or negligent acts; common expenses that benefit fewer than all of the lots, which may be assessed according to benefit received; fees or charges levied against the Association on a per-lot basis; and "pass through" expenses for services to lots provided through the Association and which are equitably paid by each lot according to benefit received.

7.5. BASIS & RATE OF ASSESSMENTS. The share of liability for common expenses allocated to each lot is uniform for all lots, regardless of a lot's location or the value and size of the lot or dwelling, but subject to lower rates of assessment for vacant lots. The rates of assessment are as follows:

7.5.1. Improved Lot. A lot that has been improved with a dwelling for which the city has issued the initial certificate of occupancy will at all times thereafter be assessed at the full rate.

7.5.2. Vacant Lot. A lot that is vacant or on which a dwelling is under construction is assessed at half of the full rate. A vacant lot becomes subject to assessment at the full rate on the first day of the month following the month in which the city issues a certificate of occupancy. The board may revoke the reduced-rate status of a vacant lot if becomes necessary or desirable for the Association to spend money on or for the lot, or if the board determines that a completed dwelling is eligible for a certificate of occupancy.

7.5.3. Declarant Lots. Notwithstanding the two preceding subsections, a lot that is owned by Declarant during the Development Period is eligible for the assessment exemption in Appendix C.

7.6. ANNUAL BUDGET. The board will prepare and approve an estimated annual budget for each fiscal year. The budget will take into account the estimated income and expenses for the year, contributions to reserve funds, and a projection for uncollected receivables. The board will make the budget or its summary available to an owner of each lot, although failure to receive a budget or summary does not affect an owner's liability for assessments. The board will provide copies of the detailed budget to owners who make written request and pay a reasonable copy charge.

7.7. DUE DATE. The board may levy regular assessments on any periodic basis -- annually, semi-annually, quarterly, or monthly. Regular assessments are due on the first day of the period for which levied. Special and individual assessments are due on the date stated in the notice

of assessment or, if no date is stated, within 10 days after notice of the assessment is given. Assessments are delinquent if not received by the Association on or before the due date.

7.8. RESERVE FUNDS. The Association will establish, maintain, and accumulate reserves for operations and for replacement and repair. The Association may budget for reserves and may fund reserves out of regular assessments.

7.8.1. Operations Reserves. The Association will endeavor to maintain operations reserves at a level sufficient to cover the cost of operational or maintenance emergencies or contingencies, including the full amount of deductibles on insurance policies maintained by the Association.

7.8.2. Replacement & Repair Reserves. The Association will endeavor to maintain replacement and repair reserves at a level that anticipates the scheduled replacement or major repair of components of the common area.

7.9. ASSOCIATION'S RIGHT TO BORROW MONEY. The Association is granted the right to borrow money, subject to the consent of owners of at least a majority of lots and the ability of the Association to repay the borrowed funds from assessments. To assist its ability to borrow, the Association is granted the right to encumber, mortgage, pledge, or deed in trust any of its real or personal property, and the right to assign its right to future income, as security for money borrowed or debts incurred, provided that the rights of the lender in the pledged property are subordinate and inferior to the rights of the owners hereunder.

7.10. ASSESSMENT LIEN. Each owner, by accepting an interest in or title to a lot, whether or not it is so expressed in the instrument of conveyance, covenants and agrees to pay assessments to the Association. Each assessment is a charge on the lot and is secured by a continuing lien on the lot. Each owner, and each prospective owner, is placed on notice that his title may be subject to the continuing lien for assessments attributable to a period prior to the date he purchased his lot.

7.10.1. Superiority of Assessment Lien. The assessment lien is superior to all other liens and encumbrances on a lot, except only for (1) real property taxes and assessments levied by governmental and taxing authorities, (2) a deed of trust or vendor's lien recorded before this Declaration, (3) a recorded deed of trust lien securing a loan for construction of the original dwelling, and (4) a first or senior purchase money vendor's lien or deed of trust lien recorded before the date on which the delinquent assessment became due.

Yes, the HOA *can* foreclose!  
If you fail to pay assessments to the Association, you may lose title to your home  
if the Association forecloses its assessment lien against your lot.

7.10.2. Effect of Foreclosure. Foreclosure of a superior lien extinguishes the Association's claim against the lot for unpaid assessments that became due before the sale, but does not extinguish the Association's claim against the former owner. The purchaser at the foreclosure sale is liable for assessments coming due from and after the date of the sale,



and for the owner's pro rata share of the pre-foreclosure deficiency as an Association expense.

7.10.3. Perfection of Lien. The Association's lien for assessments is created by recordation of this Declaration, which constitutes record notice and perfection of the lien. No other recordation of a lien or notice of lien is required. However, the Association, at its option, may cause a notice of the lien to be recorded in the county's real property records. If the debt is cured after a notice has been recorded, the Association will record a release of the notice at the expense of the curing owner.

7.10.4. Power of Sale. By accepting an interest in or title to a lot, each owner grants to the Association a private power of nonjudicial sale in connection with the Association's assessment lien. The board may appoint, from time to time, any person, including an officer, agent, trustee, substitute trustee, or attorney, to exercise the Association's lien rights on behalf of the Association, including the power of sale. The appointment must be in writing and may be in the form of a resolution recorded in the minutes of a board meeting.

7.10.5. Foreclosure of Lien. The assessment lien may be enforced by judicial or nonjudicial foreclosure. A nonjudicial foreclosure must be conducted in accordance with the provisions applicable to the exercise of powers of sale as set forth in Section 51.002 of the Texas Property Code, or in any manner permitted by law. In any foreclosure, the owner is required to pay the Association's costs and expenses for the proceedings, including reasonable attorneys' fees. The Association has the power to bid on the lot at foreclosure sale and to acquire, hold, lease, mortgage, and convey same.

7.11. 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 Documents or any other document or agreement executed or made in connection with the Association's collection of assessments, 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.

## ARTICLE 8 EFFECT OF NONPAYMENT OF ASSESSMENTS AND VIOLATION OF THE DOCUMENTS

8.1. COLLECTING DELINQUENT ASSESSMENTS. Owners who honor their obligations to the Association should not be burdened by owners who default. The Association, acting through its board, is responsible for taking action to collect delinquent assessments. Neither the board nor the Association, however, is liable to an owner or other person for its failure or inability to collect or attempt to collect an assessment. The following remedies are in addition to and not in substitution for all other rights and remedies which the Association has.

8.1.1. Delinquency. An assessment is delinquent if the Association does not receive payment in full by the assessment's due date.

8.1.2. Notice to Mortgagee. The Association may notify and communicate with the holder of any lien against a lot regarding the owner's default in payment of assessments.

8.1.3. Interest. Delinquent assessments are subject to interest from the due date until paid, at a rate to be determined by the board from time to time, not to exceed the lesser of 18 percent or the maximum permitted by law. If the board fails to establish a rate, the rate is 10 percent per annum.

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

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

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

8.1.7. Suspension of Use and Vote. If an owner's account has been delinquent for at least 30 days, the Association may suspend the right of owners and residents to use common areas and common services during the period of delinquency. The Association may also suspend the right to vote appurtenant to the lot. Suspension does not constitute a waiver or discharge of the owner's obligation to pay assessments.

8.1.8. Money Judgment. The Association may file suit seeking a money judgment against an owner delinquent in the payment of assessments, without foreclosing or waiving the Association's lien for assessments.

8.1.9. Foreclosure of Assessment Lien. As provided by this Declaration, the Association may foreclose its lien against the lot by judicial or nonjudicial means.

8.1.10. Application of Payments. The board may adopt and amend policies regarding the application of payments. After the Association notifies the owner of a delinquency, any payment received by the Association may be applied in the following order: individual assessments, special assessments, and (lastly) regular monthly assessments. The Association may refuse to accept partial payment, i.e., less than the full amount due and payable. The Association may also refuse to accept payments to which the payer attaches conditions or directions contrary to the board's policy for applying payments. The Association's policy may provide that endorsement and deposit of a payment does not constitute acceptance by the Association, and that acceptance occurs when the Association posts the payment to the lot's account.

8.2. ENFORCING THE DOCUMENTS. The remedies provided in this Section for breach of the Documents are cumulative and not exclusive. In addition to other rights and remedies provided by the Documents and by law, the Association has the following right to enforce the Documents:

8.2.1. Nuisance. The result of every act or omission that violates any provision of the Documents is a nuisance, and any remedy allowed by law against a nuisance, either public or private, is applicable against the violation.

8.2.2. Fine. The Association may levy reasonable charges, as an individual assessment, against an owner and his lot if the owner or resident, or the owner or resident's family, guests, employees, agents, or contractors violate a provision of the Documents. Fines may be levied for each act of violation or for each day a violation continues, and does not constitute a waiver or discharge of the owner's obligations under the Documents.

8.2.3. Suspension. The Association may suspend the right of owners and residents to use common areas for any period during which the owner or resident, or the owner or resident's family, guests, employees, agents, or contractors violate the Documents. A suspension does not constitute a waiver or discharge of the owner's obligations under the Documents.

8.2.4. Self-Help. The Association has the right to enter any part of the Property, including lots, to abate or remove, using force as may reasonably be necessary, any erection, thing, animal, person, vehicle, or condition that violates the Documents. In exercising this right, the board is not trespassing and is not liable for damages related to the abatement. The board may levy its costs of abatement against the lot and owner as an individual assessment. Unless an emergency situation exists in the good faith opinion of the board, the board will give the violating owner 15 days' notice of its intent to exercise self-help.

8.2.5. Suit. Failure to comply with the Documents will be grounds for an action to recover damages or for injunctive relief to cause any such violation to be remedied, or both. Prior to commencing any legal proceeding, the Association will give the defaulting party reasonable notice and an opportunity to cure the violation.

8.2.6. No Waiver. The Association and every owner has the right to enforce all restrictions, conditions, covenants, liens, and charges now or hereafter imposed by the Documents. Failure by the Association or by any owner to enforce a provision of the Documents is not a waiver of the right to do so thereafter. If the Association does waive the right to enforce a provision, that waiver does not impair the Association's right to enforce any other part of the Documents at any future time.

8.2.7. No Liability. No officer, director, or member of the Association is liable to any owner for the failure to enforce any of the Documents at any time.

8.2.8. Recovery of Costs. The costs of curing or abating a violation are at the expense of the owner or other person responsible for the violation. If legal assistance is obtained to enforce any provision of the Documents, or in any legal proceeding (whether or

not suit is brought) for damages or for the enforcement of the Documents or the restraint of violations of the Documents, the prevailing party is entitled to recover from the nonprevailing party all reasonable and necessary costs incurred by it in such action, including reasonable attorneys' fees.

8.3. NOTICE AND HEARING. Before levying a fine for violation of the Documents (other than nonpayment of assessments), or before levying an individual assessment for property damage, the Association will give the owner written notice of the levy and an opportunity to be heard before the board. The Association may also give a copy of the notice to the resident. Pending the hearing, the Association may continue to exercise its other rights and remedies for the violation, as if the declared violation were valid. The owner's request for a hearing suspends only the levy of a fine or damage charge. The owner may attend the hearing in person, or may be represented by another person or written communication. The board may adopt additional procedures and requirements for notices and hearing.

## ARTICLE 9 MAINTENANCE AND REPAIR OBLIGATIONS

9.1. ASSOCIATION MAINTAINS. The Association's maintenance obligations will be discharged when and how the board deems appropriate. The Association maintains, repairs, and replaces, as a common expense, the portions of the Property listed below, regardless of whether the portions are on lots or common areas.

- a. The common areas.
- b. Any real and personal property owned by the Association but which is not a common area, such as a lot owned by the Association.
- c. Any area, item, easement, or service -- the maintenance of which is assigned to the Association by this Declaration or by the plat.

9.2. OWNER RESPONSIBILITY. Every owner has the following responsibilities and obligations for the maintenance, repair, and replacement of the Property:

9.2.1. House Maintenance. Each owner, at the owner's expense, must maintain all improvements on the lot, including but not limited to the dwelling, fences, sidewalks, and driveways. Maintenance includes preventative maintenance, repair as needed, and replacement as needed. Each owner is expected to maintain his lot's improvements at a level, to a standard, and with an appearance that is commensurate with the neighborhood. Specifically, each owner must repair and replace worn, rotten, deteriorated, and unattractive materials, and must regularly repaint all painted surfaces.

9.2.2. Yard Maintenance. Each owner, at the owner's expense, must maintain the yards on his lot at a level, to a standard, and with an appearance that is commensurate with the neighborhood. Specifically, each owner must:

- a. Maintain an attractive ground cover or lawn on all yards visible from a street.
- b. Edge the street curbs at regular intervals.
- c. Mow the lawns and grounds at regular intervals.
- d. Prevent lawn weeds or grass from exceeding 6 inches in height.
- e. Not plant vegetable gardens that are visible from a street.
- f. Prevent plant material in front of windows from growing taller than the window bottom.

9.2.3. Avoid Damage. An owner may not do any work or to fail to do any work which, in the reasonable opinion of the board, would materially jeopardize the soundness and safety of the Property, reduce the value of the Property, adversely affect the appearance of the Property, or impair any easement relating to the Property.

9.2.4. Responsible for Damage. An owner is responsible for his own willful or negligent acts and those of his or the resident's family, guests, agents, employees, or contractors when those acts necessitate maintenance, repair, or replacement to the common areas or the property of another owner.

9.3. OWNER'S DEFAULT IN MAINTENANCE. If the board determines that an owner has failed to properly discharge his obligation to maintain, repair, and replace items for which the owner is responsible, the board may give the owner written notice of the Association's intent to provide the necessary maintenance at owner's expense. The notice must state, with reasonable particularity, the maintenance deemed necessary and a reasonable period of time in which to complete the work. If the owner fails or refuses to timely perform the maintenance, the Association may do so at owner's expense, which is an individual assessment against the owner and his lot. In case of an emergency, however, the board's responsibility to give the owner written notice may be waived and the board may take any action it deems necessary to protect persons or property, the cost of the action being the owner's expense.

## **ARTICLE 10**

### **INSURANCE**

10.1. GENERAL PROVISIONS. All insurance affecting the Property is governed by the provisions of this Article, with which the board will make every reasonable effort to comply. The cost of insurance coverages and bonds maintained by the Association is an expense of the Association. Insurance policies and bonds obtained and maintained by the Association must be issued by responsible insurance companies authorized to do business in the State of Texas. The Association must be the named insured on all policies obtained by the Association. Each owner irrevocably appoints the Association, acting through its board, as his trustee to negotiate, receive, administer, and distribute the proceeds of any claim against an insurance policy maintained by the Association. Additionally:

10.1.1. Notice of Cancellation or Modification. Each insurance policy maintained by the Association should contain a provision requiring the insurer to give at least 10 days' prior written notice to the board before the policy may be canceled, terminated, materially modified, or allowed to expire, by either the insurer or the insured.

10.1.2. Deductibles. An insurance policy obtained by the Association may contain a reasonable deductible, which will be paid by the party who would be liable for the loss or repair in the absence of insurance. If a loss is due wholly or partly to an act or omission of an owner or resident or their invitees, the owner must reimburse the Association for the amount of the deductible that is attributable to the act or omission.

10.2. PROPERTY. To the extent it is reasonably available, the Association will obtain blanket all-risk insurance for insurable common area improvements. If blanket all-risk insurance is not reasonably available, then the Association will obtain an insurance policy providing fire and extended coverage. Also, the Association will insure the improvements on any lot owned by the Association.

**ARE YOU COVERED?**

The Association does NOT insure the individual houses or their contents.

10.3. GENERAL LIABILITY. The Association will maintain a commercial general liability insurance policy over the common areas -- expressly excluding the liability of each owner and resident within his lot -- for bodily injury and property damage resulting from the operation, maintenance, or use of the common areas. If the policy does not contain a severability of interest provision, it should contain an endorsement to preclude the insurer's denial of an owner's claim because of negligent acts of the Association or other owners.

10.4. DIRECTORS & OFFICERS LIABILITY. To the extent it is reasonably available, the Association will maintain directors and officers liability insurance, errors and omissions insurance, indemnity bonds, or other insurance the board deems advisable to insure the Association's directors, officers, committee members, and managers against liability for an act or omission in carrying out their duties in those capacities.

10.5. OTHER COVERAGES. The Association may maintain any insurance policies and bonds deemed by the board to be necessary or desirable for the benefit of the Association, including but not limited to worker's compensation insurance, fidelity coverage, and any insurance and bond requested and required by an Underwriting Lender for planned unit developments as long as an Underwriting Lender is a Mortgagee or an owner.

10.6. OWNER'S RESPONSIBILITY FOR INSURANCE. Each owner will obtain and maintain fire and extended coverage on all the improvements on his lot, in an amount sufficient to cover 100 percent of the replacement cost of any repair or reconstruction in event of damage or destruction from any insured hazard. Further, each owner will obtain and maintain general liability insurance on his lot. Each owner will provide the Association with proof or a certificate of insurance on request by the Association from time to time. If an owner fails to maintain required insurance, or to provide the Association with proof of same, the board may obtain insurance on behalf of the owner who will be obligated for the cost as an individual assessment. The board may establish additional minimum insurance requirements, including types and minimum amounts of coverage, to be individually obtained and maintained by owners if the insurance is deemed necessary or desirable by the board to reduce potential risks to the Association or other owners.

Each owner and resident is solely responsible for insuring his personal property in his dwelling and on the lot, including furnishings, vehicles, and stored items.

## **ARTICLE 11**

### **MORTGAGEE PROTECTION**

11.1. INTRODUCTION. This Article establishes certain standards for the benefit of Mortgagees, and is written to comply with Chapter VI of Fannie Mae's Selling Guide in effect at the time of drafting. If a Mortgagee requests from the Association compliance with the guidelines of an Underwriting Lender, the board, without approval of owners or mortgagees, may amend this Article and other provisions of the Documents, as necessary, to meet the requirements of the Underwriting Lender. This Article is supplemental to, not a substitution for, any other provision of the Documents. In case of conflict, this Article controls. Some sections of this Article apply to "Mortgagees," as defined in Article 1. Other sections apply to "Eligible Mortgagees," as defined below.

11.2. KNOWN MORTGAGEES. An owner who mortgages his lot will notify the Association, giving the complete name and address of his mortgagee and the loan number. An owner will also provide that information on request by the Association from time to time. The Association's obligations to mortgagees under the Documents extend only to those mortgagees known to the Association. All actions and approvals required by mortgagees will be conclusively satisfied by the mortgagees known to the Association, without regard to other holders of liens on lots. The Association may rely on the information provided by owners and mortgagees.

11.3. ELIGIBLE MORTGAGEES. "Eligible Mortgagee" means a Mortgagee that submits to the Association a written notice containing its name and address, the loan number, the identifying number and street address of the mortgaged lot, and the types of actions for which the Eligible Mortgagee requests timely notice. A single notice per lot will be valid so long as the Eligible Mortgagee holds a mortgage on the lot. The board will maintain this information. A representative of an Eligible Mortgagee may attend and address any meeting which an owner may attend.

#### 11.4. MORTGAGEE RIGHTS.

11.4.1. Termination. An action to terminate the legal status of the Property after substantial destruction or condemnation must be approved by at least 51 percent of Eligible Mortgagees, in addition to the required consents of owners. An action to terminate the legal status for reasons other than substantial destruction or condemnation must be approved by at least two-thirds of Eligible Mortgagees. The approval of an Eligible Mortgagee is implied when the Eligible Mortgagee fails to respond within 30 days after receiving the Association's written request for approval of a proposed amendment, provided the Association's request was delivered by certified or registered mail, return receipt requested.

11.4.2. Inspection of Books. Mortgagees may inspect the Association's books and records, including the Documents, by appointment, during normal business hours.

11.4.3. Financial Statements. If a Mortgagee so requests, the Association will give the Mortgagee an audited statement for the preceding fiscal year within 120 days after the

Association's fiscal year-end. A Mortgagee may have an audited statement prepared at its own expense.

11.4.4. Right of First Refusal. Any right of first refusal imposed by the Association with respect to a lease, sale, or transfer of a lot does not apply to a lease, sale, or transfer by a Mortgagee, including transfer by deed in lieu of foreclosure or foreclosure of a deed of trust lien.

11.5. INSURANCE POLICIES. If an Underwriting Lender is a Mortgagee or an owner, at the request of the Underwriting Lender the Association will comply with the Underwriting Lender's insurance requirements to the extent the requirements are reasonable and available, and do not conflict with other insurance requirements of this Declaration.

## **ARTICLE 12** **AMENDMENTS**

12.1. CONSENTS REQUIRED. As permitted by this Declaration, certain amendments of this Declaration may be executed by Declarant alone, or by the board alone. Otherwise, amendments to this Declaration must be approved by owners of at least a majority of the lots.

12.2. METHOD OF AMENDMENT. For an amendment that requires the approval of owners, this Declaration may be amended by any method selected by the board from time to time, pursuant to the bylaws, provided the method gives an owner of each lot the substance if not exact wording of the proposed amendment, a description of the effect of the proposed amendment, and an opportunity to vote for or against the proposed amendment.

12.3. EFFECTIVE. To be effective, an amendment must be in the form of a written instrument (1) referencing the name of the Property, the name of the Association, and the recording data of this Declaration and any amendments hereto; (2) signed and acknowledged by an officer of the Association, certifying the requisite approval of owners and, if required, Eligible Mortgagees; and (3) recorded in the real property records of every county in which the Property is located.

12.4. DECLARANT PROVISIONS. No amendment may affect Declarant's rights under this Declaration without Declarant's written and acknowledged consent, which must be part of the recorded amendment instrument. This Section may not be amended without Declarant's written and acknowledged consent.

12.5. MERGER. Merger or consolidation of the Association with another association must be evidenced by an amendment to this Declaration. The amendment must be approved by owners of at least a majority of the lots. Upon a merger or consolidation of the Association with another association, the property, rights, and obligations of another association may, by operation of law, be added to the properties, rights, and obligations of the Association as a surviving corporation pursuant to the merger. The surviving or consolidated association may administer the provisions of the Documents within the Property, together with the covenants and restrictions established upon any other property under its jurisdiction. No merger or consolidation, however, will effect a revocation, change, or addition to the covenants established by this Declaration within the Property.



12.6. TERMINATION. Termination of the terms of this Declaration and the status of the Property as a planned unit development are according to the following provisions. In the event of substantially total damage, destruction, or public condemnation of the Property, an amendment to terminate must be approved by owners of at least two-thirds of the lots. In the event of public condemnation of the entire Property, an amendment to terminate may be executed by the board without a vote of owners. In all other circumstances, an amendment to terminate must be approved by owners of at least 80 percent of the lots.

12.7. CONDEMNATION. In any proceeding, negotiation, settlement, or agreement concerning condemnation of the common area, the Association will be the exclusive representative of the owners. The Association may use condemnation proceeds to repair and replace any damage or destruction of the common area, real or personal, caused by the condemnation. Any condemnation proceeds remaining after completion, or waiver, of the repair and replacement will be deposited in the Association's reserve funds.

### **ARTICLE 13** **DISPUTE RESOLUTION**

13.1. INTRODUCTION & DEFINITIONS. The Association, the owners, Declarant, all persons subject to this Declaration, and any person not otherwise subject to this Declaration who agrees to submit to this Article (collectively, the "**Parties**") agree to encourage the amicable resolution of disputes involving the Property and to avoid the emotional and financial costs of litigation if at all possible. Accordingly, each Party hereby covenants and agrees that this Article applies to all claims as hereafter defined. As used in this Article only, the following words, when capitalized, have the following specified meanings:

13.1.1. "**Claim**" means any claim, grievance, or dispute between Parties involving the Properties, except Exempt Claims as defined below, and including without limitation:

- a. Claims arising out of or relating to the interpretation, application, or enforcement of the Documents.
- b. Claims relating to the rights and/or duties of Declarant as Declarant under the Documents.
- c. Claims relating to the design, construction, or maintenance of the Property.

13.1.2. "**Claimant**" means any Party having a Claim against any other Party.

13.1.3. "**Declarant**" means, individually and collectively, the Declarant as defined in Article 1; Declarant's architect, engineer, other design professionals, general contractor, and broker; and their respective officers, directors, principals, employees, and agents.

13.1.4. "**Exempt Claims**" means the following claims or actions, which are exempt from this Article:

- a. The Association's claim for assessments, and any action by the Association to collect assessments.
- b. An action by a Party to obtain a temporary restraining order or equivalent emergency equitable relief, and such other ancillary relief as the court deems necessary to maintain the status quo and preserve the Party's ability to enforce the provisions of this Declaration.
- c. Enforcement of the easements, architectural control, maintenance, and use restrictions of this Declaration.
- d. A suit to which an applicable statute of limitations would expire within the notice period of this Article, unless a Party against whom the Claim is made agrees to toll the statute of limitations as to the Claim for the period reasonably necessary to comply with this Article.

13.1.5. "**Respondent**" means the Party against whom the Claimant has a Claim.

13.2. MANDATORY PROCEDURES. Claimant may not file suit in any court or initiate any proceeding before any administrative tribunal seeking redress or resolution of its Claim until Claimant has complied with the procedures of this Article.

13.3. NOTICE. Claimant must notify Respondent in writing of the Claim (the "**Notice**"), stating plainly and concisely: (1) the nature of the Claim, including date, time, location, persons involved, and Respondent's role in the Claim; (2) the basis of the Claim (i.e., the provision of the Documents or other authority out of which the Claim arises); (3) what Claimant wants Respondent to do or not do to resolve the Claim; and (4) that the Notice is given pursuant to this Section.

13.4. NEGOTIATION. Claimant and Respondent will make every reasonable effort to meet in person to resolve the Claim by good faith negotiation. Within 60 days after Respondent's receipt of the Notice, Respondent and Claimant will meet at a mutually-acceptable place and time to discuss the Claim. At such meeting or at some other mutually-agreeable time, Respondent and Respondent's representatives will have full access to the property that is subject to the Claim for the purposes of inspecting the property. If Respondent elects to take corrective action, Claimant will provide Respondent and Respondent's representatives and agents with full access to the property to take and complete corrective action.

13.5. MEDIATION. If the parties negotiate but do not resolve the Claim through negotiation within 120 days from the date of the Notice (or within such other period as may be agreed on by the parties), Claimant will have 30 additional days within which to submit the Claim to mediation under the auspices of a mediation center or individual mediator on which the parties mutually agree. The mediator must have at least 5 years of experience serving as a mediator and must have technical knowledge or expertise appropriate to the subject matter of the Claim. If Claimant does not submit the Claim to mediation within the 30-day period, Claimant is deemed to have waived the Claim, and Respondent is released and discharged from any and all liability to Claimant on account of the Claim.

13.6. TERMINATION OF MEDIATION. If the Parties do not settle the Claim within 30 days after submission to mediation, or within a time deemed reasonable by the mediator, the mediator will issue a notice of termination of the mediation proceedings indicating that the Parties are at an impasse and the date that mediation was terminated. Thereafter, Claimant may file suit or initiate administrative proceedings on the Claim, as appropriate.

13.7. ALLOCATION OF COSTS. Except as otherwise provided in this Section, each Party bears all of its own costs incurred prior to and during the proceedings described in the Notice, Negotiation, and Mediation sections above, including its attorneys fees. Respondent and Claimant will equally divide all expenses and fees charged by the mediator.

13.8. ENFORCEMENT OF RESOLUTION. Any settlement of the Claim through negotiation or mediation will be documented in writing and signed by the Parties. If any Party thereafter fails to abide by the terms of the agreement, then the other Party may file suit or initiate administrative proceedings to enforce the agreement without the need to again comply with the procedures set forth in this Article. In that event, the Party taking action to enforce the agreement is entitled to recover from the non-complying Party all costs incurred in enforcing the agreement, including, without limitation, attorneys fees and court costs.

13.9. GENERAL PROVISIONS. A release or discharge of Respondent from liability to Claimant on account of the Claim does not release Respondent from liability to persons who are not party to Claimant's Claim. A Party having an Exempt Claim may submit it to the procedures of this Article.

#### **ARTICLE 14** **GENERAL PROVISIONS**

14.1. COMPLIANCE. The owners hereby covenant and agree that the administration of the Association will be in accordance with the provisions of the Documents and applicable laws, regulations, and ordinances, as same may be amended from time to time, of any governmental or quasi-governmental entity having jurisdiction over the Association or Property.

14.2. NOTICE. All demands or other notices required to be sent to an owner or resident by the terms of this Declaration may be sent by ordinary or certified mail, postage prepaid, to the party's last known address as it appears on the records of the Association at the time of mailing. If an owner fails to give the Association an address for mailing notices, all notices may be sent to the owner's lot, and the owner is deemed to have been given notice whether or not he actually receives it.

14.3. LIBERAL CONSTRUCTION. The terms and provision of each Document are to be liberally construed to give effect to the purposes and intent of the Document. All doubts regarding a provision, including restrictions on the use or alienability of property, will be resolved in favor of the operation of the Association and its enforcement of the Documents, regardless which party seeks enforcement.

14.4. SEVERABILITY. Invalidation of any provision of this Declaration by judgment or court order does not affect any other provision, which remains in full force and effect. The effect of a general statement is not limited by the enumeration of specific matters similar to the general.

14.5. CAPTIONS. In all Documents, the captions of articles and sections are inserted only for convenience and are in no way to be construed as defining or modifying the text to which they refer. Boxed notices are inserted to alert the reader to certain provisions and are not to be construed as defining or modifying the text.

14.6. APPENDIXES. The appendixes listed below are attached to this Declaration and incorporated herein by reference. Because Appendixes C and D of this Declaration are destined to become obsolete, beginning 15 years after the date this Declaration is first recorded, this Declaration may be restated, rerecorded, or published without Appendixes C and D, provided the other appendixes are not relettered. The automatic expiration and subsequent deletion of Appendixes C and D do not constitute an amendment of this Declaration. The Appendixes to this Declaration include:

- A - Description of Subject Land
- B - Construction Specifications
- C - Declarant's Representations and Reservations
- D - Description of Additional Land Subject to Annexation

14.7. INTERPRETATION. Whenever used in the Documents, unless the context provides otherwise, a reference to a gender includes all genders. Similarly, a reference to the singular includes the plural, the plural the singular, where the same would be appropriate.

14.8. DURATION. Unless terminated or amended by owners as permitted herein, the provisions of this Declaration run with and bind the Property, and will remain in effect perpetually to the extent permitted by law.

14.9. PREPARER. This Declaration was prepared by Sharon Reuler, P.C., of Palmer, Allen & McTaggart, L.L.P., 8111 Preston Road, Suite 300, Dallas, Texas 75225.

SIGNED AND ACKNOWLEDGED

SIGNED on this 31<sup>st</sup> day of October 2000.

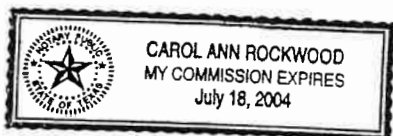
CONTINENTAL HOMES OF TEXAS, L.P., a  
Texas limited partnership

By: CHTEX of Texas, Inc., a Delaware  
corporation, its sole general partner

By:   
John L. Moore, Division President

THE STATE OF TEXAS     §  
                                     §  
COUNTY OF TARRANT   §

This instrument was acknowledged before me on the 31<sup>st</sup> day of October 2000 by John L. Moore, Division President of CHTEX of Texas, Inc., a Delaware corporation, on behalf of the corporation in its capacity as sole general partner of Continental Homes of Texas, L.P., a Texas limited partnership, on behalf of the limited partnership.



  
Notary Public, The State of Texas

APPENDIX A  
DESCRIPTION OF SUBJECT LAND

WELLINGTON RUN

PHASE 1 TRACT

The 19.12-acre tract described by metes and bounds in the Legal Description of the Final Plat of Wellington Run No. 1, an addition to the City of Garland, Texas, recorded on October 5, 2000, in Volume 2000194, Page 00056, Real Property Records, Dallas County, Texas, including the following common area and 69 house lots:

HOUSE LOTS:

BLOCK ONE: LOTS 25 - 46

BLOCK TWO: LOTS 1 - 35

BLOCK THREE: LOTS 1 - 12

COMMON AREA:

3-foot Screening Wall Easements  
(Shown on Plat as "Lot 36, Block 2")

APPENDIX B  
CONSTRUCTION SPECIFICATIONS

All improvements on a lot must (1) comply with any applicable city ordinances and codes, (2) have a building permit issued by the city, if the type of improvement requires a permit, and (3) have the ACC's prior written approval. These 3 requirements are independent -- one does not ensure or eliminate the need for another. The lot owner and/or owner's contractor must comply with all 3 requirements. Without the ACC's prior written approval for a variance, improvements constructed on every lot must have the following characteristics:

B.1. ORDINANCES. The Property is subject to ordinances adopted by the City, including one or more ordinances that are specific to the Property.

B.2. LOTS. The size of each lot must comply with the requirements of applicable ordinances.

B.3. HOUSES. The principle improvement on a lot must be one detached single family dwelling. The dwelling size, setbacks, and exterior materials must comply with the applicable ordinances and with any higher standards established by the ACC.

B.4. NEW CONSTRUCTION. Dwellings must be constructed on the lot. A dwelling or addition constructed elsewhere may not be moved onto a lot. The construction of a dwelling must be started promptly after the ACC approves the dwelling's plans and specification. At the start of construction -- but not before -- building material to be used in the construction may be stored on the lot. Once started, the dwelling and all improvements on the lot must be completed with due diligence.

B.5. EXTERIOR WALL MATERIALS. Exterior wall materials must be approved by the ACC. Generally, at least 75 percent of the dwelling's total exterior area, minus windows and doors, must be masonry or masonry veneer, such as brick, stone, or stucco.

B.6. ROOFS. Roofs must be covered with material having a manufacturer's warranty of at least 20 years, such as GAF Centennial or its equivalent. The use of fiberglass shingles is permitted. The color of roofing material must be weatherwood or an equivalent earth tone color. The ACC may permit or require other weights, materials, and colors.

B.7. GARAGE & DRIVEWAY. Each dwelling must have an attached garage for at least two standard-size cars. If the lot has alley access, the garage must be a rear or side entry using the alley for access. The driveway must be surfaced with concrete.

B.8. LANDSCAPING. Landscaping must be installed on the front and side yards of the lot within 90 days after an occupancy permit is issued for the dwelling.

B.9. ACCESSORIES. Installation of all exterior items and surfaces, including address numbers, decorative hardware, external ornamentation, lights fixtures, and exterior paint and stain, is subject to the ACC's prior approval, including approval of design, color, materials, and location.

B.10. MAILBOXES. If curbside boxes are permitted by postal authorities, the ACC may require a uniform size and style of mailbox and pedestal.

B.11. FENCES & WALLS. This Section is subject to the ACC's right to adopt additional or different specifications for construction or reconstruction of fences. The height of fences must be between 4 feet and 8 feet. Fences must be made of masonry, wood, or other ACC-approved material. Retaining walls must be constructed entirely with ACC-approved materials, however railroad ties may not be used for a retaining wall visible from a street. Fences may not be constructed between a dwelling's front building line and the street. The use of chain link fencing is prohibited.

B.12. FENCE STAIN. Wood fences must be stained with an ACC-approved color. The ACC may require a uniform color of stain. Wood fences may not be painted.

B.13. UTILITIES. All utility lines and equipment must be located underground, except for: (1) elevated or surface lines or equipment required by a public utility or the city; (2) elevated or surface lines or equipment installed by Declarant as part of the development plan; and (3) surface equipment necessary to maintain, operate, or read underground facilities, such as meters, risers, service pedestals, and transformers. The ACC may require that utility meters, risers, pedestals, and transformers be visually screened from the street and neighboring lots. Each lot will use city water and sewage systems. Individual water supply and sewage disposal systems are not permitted.

B.14. AIR CONDITIONERS. Air conditioning equipment may not be installed in the front yard of a dwelling. Window units are prohibited. The ACC may require that air-conditioning equipment and apparatus be visually screened from the street and neighboring lots.

B.15. NO SUBDIVISION. No lot may be subdivided. One or more lots may be replatted with the approval of all owners of the lots directly affected by the replatting, and subject to the approval of the city. The parties executing the replat will provide a copy of the recorded replat to the Association. Replatting of lots may not alter the number of votes and assessments allocated to the lots as originally platted. If replatting reduces the number of lots by combining lots, the joined lot will have the votes and assessments allocated to the lots as originally platted.

B.16. DEBRIS. No lot or other part of the Property may be used a dumping ground. Waste materials incident to construction or repair of improvements on a lot may be stored temporarily on the lot during construction while work progresses and must be removed when construction or repair is complete.

*[End of Appendix B]*



APPENDIX C  
DECLARANT REPRESENTATIONS & RESERVATIONS

C.1. GENERAL PROVISIONS.

C.1.1. Introduction. Declarant intends the Declaration to be perpetual and understands that provisions pertaining to the initial development, construction, marketing, and control of the Property will become obsolete when Declarant's role is complete. As a courtesy to future users of the Declaration, who may be frustrated by then-obsolete terms, Declarant is compiling the Declarant-related provisions in this Appendix.

C.1.2. General Reservation & Construction. Notwithstanding other provisions of the Documents to the contrary, nothing contained therein may be construed to, nor may any mortgagee, other owner, or the Association, prevent or interfere with the rights contained in this Appendix which Declarant hereby reserves exclusively unto itself and its successors and assigns. In case of conflict between this Appendix and any other Document, this Appendix controls. This Appendix may not be amended without the prior written consent of Declarant. The terms and provisions of this Appendix must be construed liberally to give effect to Declarant's intent to protect Declarant's interests in the Property.

C.1.3. Purpose of Development and Declarant Control Periods. This Appendix gives Declarant certain rights during the Development Period and the Declarant Control Period to ensure a complete and orderly buildout and sellout of the Property, which is ultimately for the benefit and protection of owners and mortgagees. Declarant may not use its control of the Association and the Property for an advantage over the owners by way of retention of any residual rights or interests in the Association or through the creation of any contractual agreements which the Association may not terminate without cause with 90 days' notice.

C.1.4. Definitions. As used in this Appendix and elsewhere in the Documents, the following words and phrases, when capitalized, have the following specified meanings:

- a. **"Builder"** means a person or entity which purchases, or contracts to purchase, a lot from Declarant or from a Builder for the purpose of constructing a dwelling for resale or under contract to an owner other than Declarant.
- b. **"Declarant Control Period"** means that period of time during which Declarant controls the operation of the Association. The duration of the Declarant Control Period will be from the date this Declaration is recorded for a maximum period not to exceed the earliest of:

- (1) Seven years from date this Declaration is recorded.

- (2) Four months after title to 75 percent of the lots that may be created in the Property and on the Additional Land has been conveyed to owners other than Builders.
- (3) Two years after Declarant or any Builder ceases developing, constructing, or marketing the Property and the lots.
- (4) When, in Declarant's sole opinion, the Association is viable, self-supporting, and operational.

C.1.5. Builders. Declarant, in its own name or through its affiliates, intends to construct dwellings on the lots in connection with the sale of the lots. However, Declarant may, without notice, sell some or all of the lots to one or more Builders to improve the lots with dwellings to be sold and occupied.

C.2. DECLARANT CONTROL PERIOD RESERVATIONS. Declarant reserves the following powers, rights, and duties during the Declarant Control Period:

C.2.1. Officers & Directors. During the Declarant Control Period, Declarant may appoint, remove, and replace any officer or director of the Association, none of whom need be members or owners.

C.2.2. Budget Funding. During the Declarant Control Period only, Declarant is responsible for the difference between the Association's operating expenses and the regular assessments received from owners other than Declarant, and will provide any additional funds necessary to pay actual cash outlays of the Association. On termination of the Declarant Control Period, Declarant will cease being responsible for the difference between the Association's operating expenses and the assessments received from owners other than Declarant.

C.2.3. Declarant Assessments. During the Declarant Control Period, lots owned by Declarant are not subject to assessment.

C.2.4. Builder Assessments. During the Declarant Control Period only, Declarant has the right but not the duty to reduce or waive the assessment obligation of a Builder, provided the agreement is in writing.

C.2.5. Commencement of Assessments. During the initial development of the Property, Declarant may elect to postpone the Association's initial levy of regular assessments until a certain number of lots are sold. During the Declarant Control Period, Declarant will determine when the Association first levies regular assessments against the lots. Prior to the first levy, Declarant will be responsible for all operating expenses of the Association.

C.2.6. Expenses of Declarant. Expenses related to the completion and marketing of the Property will be paid by Declarant and are not expenses of the Association.

C.2.7. Budget Control. During the Declarant Control Period, the right of owners to veto assessment increases or special assessments is not effective and may not be exercised.

C.2.8. Organizational Meeting. Within 60 days after the end of the Declarant Control Period, or sooner at the Declarant's option, Declarant will call an organizational meeting of the members of the Association for the purpose of electing, by vote of the owners, directors to the board. Written notice of the organizational meeting must be given to an owner of each lot at least 10 days before the meeting. For the organizational meeting, owners of 10 percent of the lots constitute a quorum.

C.2.9. Common Areas. At or prior to termination of the Declarant Control Period, Declarant will convey title to the common areas to the Association by deed -- with or without warranty. At the time of conveyance, the common areas will be free of encumbrance except for the property taxes accruing for the year of conveyance. Declarant's conveyance of title is a ministerial task that does not require and is not subject to acceptance by the Association or the owners.

C.3. DEVELOPMENT PERIOD RESERVATIONS. Declarant reserves the following easements and rights, exercisable at Declarant's sole discretion, at any time during the Development Period:

C.3.1. Phasing. The Property is subject to expansion by phasing during the Development Period. During the Development Period, Declarant may annex to the Property any or all of the real property described in Appendix D and subject it to the Declaration and the jurisdiction of the Association by recording a supplement or an amendment of this Declaration, executed by Declarant, in the county's real property records. The supplement or amendment of annexation must include a description of the additional real property or a reference to the recorded plat that describes the additional real property. Declarant's right to annex land described in Appendix D hereto is for a term of years and does not require that Declarant own land described in Appendix A at the time or times Declarant exercises its right of annexation.

C.3.2. Withdrawal. During the Development Period; Declarant may withdraw from the Property any portion of the real property (1) that is not platted with house lots or (2) that is platted as a phase of Wellington Run, provided that no lot in the phase to be withdrawn has been conveyed to an owner other than Declarant or a Builder.

C.3.3. Changes in Development Plan. Declarant may modify the initial development plan to respond to perceived or actual changes and opportunities in the marketplace. Subject to approval by the city, Declarant may (1) change the sizes, dimensions, and configurations of lots and streets; (2) change the minimum dwelling size; (3) change the building setback requirements; and (4) eliminate or modify any other feature of the Property.

C.3.4. Builder Limitations. Declarant may require its approval (which may not be unreasonably withheld) of all documents and materials used by a Builder in connection with the development and sale of lots, including without limitation promotional materials; deed restrictions; forms for deeds, lot sales, and lot closings. Without Declarant's prior written

approval, a Builder may not use a sales office or model in the Property to market houses, lots, or other products located outside the Property.

C.3.5. Weighted Votes. During the Development Period, the vote appurtenant to each lot owned by Declarant is weighted 10 times that of the vote appurtenant to a lot owned by another owner. In other words, during the Development Period, Declarant may cast the equivalent of 10 votes for each lot owned by Declarant on any issue before the Association. On termination of the Development Period and thereafter, the vote appurtenant to Declarant's lots is weighted uniformly with all other votes.

C.3.6. ACC. During the Development Period, Declarant has the absolute right to appoint the Architectural Control Committee, consisting of any number of persons who serve at the pleasure of Declarant, and who may be removed and replaced by Declarant. Notwithstanding the foregoing, during the Development Period -- after termination of Declarant Control, or earlier if Declarant permits -- the board may appoint or serve as a "modifications committee" to respond exclusively to modifications of completed homes that are owned by persons other than Declarant or Builders. A modifications committee may not involve itself with the approval of new homes on vacant lots.

C.3.7. Amendment. During the Development Period, Declarant may amend this Declaration and the other Documents, without consent of other owners or any mortgagee, for the following limited purposes:

- a. To add real property to the Property.
- b. To withdraw real property from the Property.
- c. To create lots, easements, and common areas within the Property.
- d. To subdivide, combine, or reconfigure lots.
- e. To convert lots into common areas.
- f. To modify the construction specifications of Appendix B of this Declaration.
- g. To merge the Association with another property owners association.
- h. To comply with requirements of an underwriting lender.
- i. To resolve conflicts, clarify ambiguities, and to correct misstatements, errors, or omissions in the Documents.
- j. To enable any reputable title insurance company to issue title insurance coverage on the lots.
- k. To enable an institutional or governmental lender to make or purchase mortgage loans on the lots.
- l. To change the name or entity of Declarant.
- m. To change the name of the addition in which the Property is located.
- n. For any other purpose, provided the amendment has no material adverse effect on any right of any owner.

C.3.8. Amendment with FHA/VA Approval. During the Development Period, the following actions require the prior written approval of the U.S. Department of Housing and Urban Development ("**HUD/FHA**") or the U. S. Department of Veterans Affairs ("**VA**") so long as HUD/FHA insures or VA guarantees a mortgage on a lot: (1) annexation of additional property to the Property, except for annexation by Declarant pursuant to a plan of

development previously approved by HUD/FHA or VA; (2) merger or consolidation with another property owners association; (3) mortgaging of common area; (4) dedication of common area to a public entity; (5) amendment of this Declaration; or (6) dissolution or amendment of the articles of incorporation. The approval of HUD/FHA or VA, as the case may be, is implied when it fails to respond within 30 days after receiving written request for approval of a proposed action, provided the request was delivered by certified or registered mail, return receipt requested.

C.3.9. Completion. During the Development Period, Declarant has (1) the right to complete or make improvements indicated on the plat; (2) the right to sell or lease any lot owned by Declarant; and (3) an easement and right to erect, construct, and maintain on and in the common area and lots owned or leased by Declarant whatever Declarant determines to be necessary or advisable in connection with the construction, completion, management, maintenance, leasing, and marketing of the Property.

C.3.10. Easement to Inspect & Right to Correct. During the Development Period, Declarant reserves for itself the right, but not the duty, to inspect, monitor, test, redesign, correct, and relocate any structure, improvement, or condition that may exist on any portion of the Property, including the lots, and a perpetual nonexclusive easement of access throughout the Property to the extent reasonably necessary to exercise this right. Declarant will promptly repair, at its sole expense, any damage resulting from the exercise of this right. By way of illustration but not limitation, relocation of a screening wall located on a lot may be warranted by a change of circumstance, imprecise siting of the original wall, or desire to comply more fully with public codes and ordinances. This Section may not be construed to create a duty for Declarant or the Association.

C.3.11. Promotion. During the Development Period, Declarant reserves for itself an easement and right to place and relocate signs, banners, flags, display lighting, and seasonal landscaping on the Property, and to maintain models and sales offices for purposes of promoting, identifying, and marketing the Property and/or Declarant's houses, lots, developments, or other products located outside the Property. During the Development Period, Declarant also reserves (1) the right to permit Builders to place signs and promotional materials on the Property and (2) the right to exempt Builders from the sign restriction in this Declaration.

C.3.12. Access. During the Development Period, Declarant has an easement and right of ingress and egress in and through the Property for purposes of constructing, maintaining, managing, and marketing the Property and the Additional Land, and for discharging Declarant's obligations under this Declaration. Declarant also has the right to provide a reasonable means of access for the homebuying public through any existing or future gate that restricts vehicular access to the Property or to the Additional Land in connection with the active marketing of lots and homes by Declarant or Builders, including the right to require that the gate be kept open during certain hours and/or on certain days. This provision may not be construed as an obligation or intent to gate the Property.

C.3.13. Utility Easements. During the Development Period, Declarant may grant permits, licenses, and easements over, in, on, under, and through the Property for utilities,

roads, and other purposes necessary for the proper development and operation of the Property. Declarant reserves the right to make changes in and additions to the easements on any lot, as shown on the plat, to more efficiently or economically install utilities or other improvements. Utilities may include, but are not limited to, water, sewer, trash removal, electricity, gas, telephone, television, and security.

C.3.14. Assessments. For the duration of the Development Period after the Declarant Control Period, lots owned by Declarant are not subject to assessment until the earlier of: (1) 120 days after the city issues a certificate of occupancy for a completed dwelling on the lot, or (2) the date title to a lot transfers to an owner other than Declarant. After the Development Period, Declarant is liable for assessments on each lot owned in the same manner as any owner.

C.3.15. Transfer Fees. During the Development Period, Declarant may not be required to pay transfer-related and resale certificate fees.

C.4. WORKING CAPITAL FUND. Declarant may (but is not required to) establish a working capital fund for the Association. Each lot's contribution to this fund will not exceed one-sixth of the lot's annual assessment and will be collected on the closing of the sale of the lot to an owner other than a Builder. Contributions to the fund are not advance payments of regular assessments and are not refundable. Declarant will transfer the balance of the working capital fund to the Association on or before termination of the Declarant Control Period. Declarant may not use the fund to defray Declarant's expenses or construction costs, or to cover the Association's budget deficits during the Declarant Control Period.

C.5. SUCCESSOR DECLARANT. Declarant may designate one or more Successor Declarants for specified designated purposes and/or for specified portions of the Property, or for all purposes and all of the Property. To be effective, the designation must be in writing, signed and acknowledged by Declarant and Successor Declarant, and recorded in the real property records of Dallas County, Texas. Declarant (or Successor Declarant) may subject the designation of Successor Declarant to limitations and reservations. Unless the designation of Successor Declarant provides otherwise, a Successor Declarant has the rights of Declarant under this Section and may designate further Successor Declarants.

*[End of Appendix C]*

APPENDIX D  
DESCRIPTION OF ADDITIONAL LAND SUBJECT TO ANNEXATION

WELLINGTON RUN

During the Development Period, Declarant may -- but is not required to -- annex any real property any portion of which is contiguous with, adjacent to, or within 1,000 feet of any real property that is subject to this Declaration, specifically including, but not limited to, any addition or subdivision platted by the City of Garland as a phase or section of Wellington Run, or any real property located in a planned development district created by the City of Garland for the property subject to this Declaration.

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Deed 11/01/00

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\$47.00

**BYLAWS**

**OF**

**WELLINGTON RUN**

**OWNERS ASSOCIATION, INC.**

**(A Texas Property Owners Association)**

**PROPERTY**

Wellington Run is an addition to the City of Garland, Dallas County, Texas, the initial phase of which is shown on the Final Plat of Wellington Run No. 1, recorded on October 5, 2000, in Volume 2000194, Page 00056, Real Property Records, Dallas County, Texas.

200 213 07210



## BYLAWS

The bylaws establish the procedures for carrying out the responsibilities set forth in the articles of incorporation. They define the powers and the manner for exercising those powers for the board of directors and by each of the association's officers. The bylaws create committees and describe how rules and regulations can be made and amended. Stated differently, the actual operation of the homeowner's association is governed by the bylaws of the association.

Among the specifics traditionally found in the bylaws are the policies governing the use of the proxies, the budget and finance procedures, and qualifications and eligibility requirements for the officers and directors.

**BYLAWS**  
**OF**  
**WELLINGTON RUN OWNERS ASSOCIATION, INC.**  
(A Texas Property Owners Association)

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**BYLAWS**  
**OF**  
**WELLINGTON RUN OWNERS ASSOCIATION, INC.**

(A Texas Property Owners Association)

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**ARTICLE 1**  
**INTRODUCTION**

1.1. **PROPERTY**. These bylaws provide for the governance of the residential development known as Wellington Run, located in the City of Garland, Dallas County, Texas (the "**development**"), and which is subject to the Declaration of Covenants, Conditions & Restrictions for Wellington Run, recorded or to be recorded in the Real Property Records of Dallas County, Texas (the "**declaration**"). The initial phase of the development is shown on the Final Plat of Wellington Run No. 1, recorded on October 5, 2000, in Volume 2000194, Page 00056, Real Property Records, Dallas County, Texas.

1.2. **PARTIES TO BYLAWS**. All present or future lot owners and all other persons who use or occupy the development in any manner are subject to these bylaws, the declaration, and the other Documents as defined in the declaration. The mere acquisition of a lot or occupancy of a dwelling will signify that these bylaws are accepted, ratified, and will be strictly followed.

1.3. **DEFINITIONS**. Words and phrases defined in the declaration have the same meanings when used in these bylaws.

1.4. **NONPROFIT PURPOSE**. The Association is organized to be a nonprofit organization.

1.5. **GENERAL POWERS AND DUTIES**. The Association, acting through the board, has the powers and duties necessary for the administration of the affairs of the Association and for the operation and maintenance of the development as may be required or permitted by the Documents and State law. The Association may do any and all things that are lawful and which are necessary, proper, or desirable in operating for the best interests of its members, subject only to the limitations upon the exercise of such powers as are expressly set forth in the Documents.

**ARTICLE 2**  
**BOARD OF DIRECTORS**

2.1. **NUMBER AND TERM OF OFFICE**. The board will consist of five persons. Upon election, each director will serve a term of 2 years. To maintain staggered terms, two directors will be elected in even-numbered years, and three directors will be elected in odd-numbered years. A director takes office upon the adjournment of the meeting or balloting at which he is elected or appointed and, absent death, ineligibility, resignation, or removal, will hold office until his successor is elected or appointed. The number of directors may be changed by amendment of these bylaws, but may not be less than three. To establish staggered terms, at the first election, the candidates receiving most votes will serve initial terms of 2 years, the candidates receiving the next-

highest votes will serve initial terms of one year. Thereafter, their successors will serve 2-year terms.

2.2. QUALIFICATION. The following qualifications apply to the election or appointment of persons to the board.

2.2.1. Owners. At least a majority of the directors must be members of the Association or spouses of members.

2.2.2. Entity Member. If a lot is owned by a legal entity, such as a partnership or corporation, any officer, partner, agent, or employee of that entity member is eligible to serve as a director and is deemed to be a member for the purposes of this Section. If the relationship between the entity member and the director representing it terminates, that directorship will be deemed vacant.

2.2.3. Delinquency. No person may be elected or appointed as a director if any assessment against the person or his lot is more than 30 days' delinquent at the time of election or appointment, provided he has been given notice of the delinquency and a reasonable opportunity to cure it.

2.2.4. Violations. No person may be elected or appointed as a director if the person or his lot -- at the time of election or appointment -- has not cured a violation of the Documents for which the Association has given notice and a reasonable opportunity to cure.

2.2.5. Litigation. No person may be elected or appointed as a director if the person is a party adverse to the Association or the board in pending litigation to which the Association or the board is a party.

2.3. ELECTION. Directors will be elected by the members of the Association. The election of directors will be conducted at the annual meeting of the Association, at any special meeting called for that purpose, or by any method permitted by Section 2.13B of the Texas Nonprofit Corporation Act, which may include, without limitation, mail, facsimile transmission, electronic mail, or a combination of any of these.

2.4. VACANCIES. Vacancies on the board caused by any reason, except the removal of a director by a vote of the Association, are filled by a vote of the majority of the remaining directors, even though less than a quorum, at any meeting of the board. Each director so elected serves until the next meeting of the Association, at which time a successor will be elected to fill the remainder of the term.

## 2.5. REMOVAL OF DIRECTORS.

2.5.1. Removal by Members. At any annual meeting or special meeting of the Association, any one or more of the directors may be removed with or without cause by members representing at least two-thirds of the votes present in person or by proxy at the meeting, and a successor may then and there be elected to fill the vacancy thus created. Any director whose removal has been proposed by the members must be given an opportunity to be heard at the meeting.

2.5.2. Removal by Directors. A director may not be removed by the officers or by the remaining directors, except for the following limited reasons for which a director may be removed by at least a majority of the other directors at a meeting of the board called for that purpose:

- a. The director is a party adverse to the Association or the board in pending litigation to which the Association or the board is a party, provided the Association did not file suit to effect removal of the director.
- b. The director's account with the Association has been delinquent for at least 90 days or has been delinquent at least 3 times during the preceding 12 months, provided he was given notice of the default and a reasonable opportunity to cure.
- c. The director has refused or failed to attend 3 or more meetings of the board during the preceding 12 months, provided he was given proper notice of the meetings.
- d. The director has refused or failed to cure a violation of the Documents for which he has been given notice, a reasonable opportunity to cure, and an opportunity to request a hearing before the board.

## 2.6. MEETINGS OF THE BOARD.

2.6.1. Organizational Meeting of the Board. Within 10 days after the annual meeting, the directors will convene an organizational meeting for the purpose of electing officers. The time and place of the meeting will be fixed by the board and announced to the directors.

2.6.2. Regular Meetings of the Board. Regular meetings of the board may be held at a time and place that the board determines, from time to time, but at least one such meeting must be held each calendar quarter. Notice of regular meetings of the board will be given to each director, personally or by telephone, written, or electronic communication, at least 3 days prior to the date of the meeting.

2.6.3. Special Meetings of the Board. Special meetings of the board may be called by the president or, if he is absent or refuses to act, by the secretary, or by any 2 directors. At least 3 days notice will be given to each director, personally or by telephone, written, or electronic communication, which notice must state the place, time, and purpose of the meeting.

2.6.4. Emergency Meetings. In case of emergency, the board may convene a meeting after making a diligent attempt to notify each director by any practical method.

2.6.5. Conduct of Meetings. The president presides over meetings of the board and the secretary keeps, or causes to be kept, a record of resolutions adopted by the board and a record of transactions and proceedings occurring at meetings. When not in conflict with law or the Documents, the then current edition of Robert's Rules of Order governs the conduct of the meetings of the board.

2.6.6. Quorum. At meetings of the board, a majority of directors constitutes a quorum for the transaction of business, and the acts of the majority of the directors present at a meeting at which a quorum is present are the acts of the board. If less than a quorum is present at a meeting of the board, the majority of those present may adjourn the meeting from time to time. At any reconvened meeting at which a quorum is present, any business that may have been transacted at the meeting as originally called may be transacted without further notice. Directors may not participate by proxy at meetings of the board.

2.6.7. Minutes. The written report of a board meeting is not the minutes of the meeting until approved by the directors at a future meeting. The minutes must report actions taken by the board, but need not report the substance of discussion. The board is not required to distribute minutes of its meetings to the members.

2.6.8. Open Meetings. Regular and special meetings of the board are open to members of the Association, subject to the following provisions:

- a. No audio or video recording of the meeting may be made, except by the board or with the board's prior express consent.
- b. Members who are not directors may not participate in board deliberations under any circumstances, and may not participate in board discussions unless the board expressly so authorizes at the meeting.
- c. The board may adjourn any meeting and reconvene in executive session to discuss and vote on personnel matters, litigation in which the Association is or may become involved, and orders of business of a similar or sensitive nature. The nature of business to be considered in executive session will first be announced in open session.
- d. The board may prohibit attendance by non-members, including representatives, proxies, agents, and attorneys of members.
- e. The board may prohibit attendance by any member who disrupts meetings or interferes with the conduct of board business.
- f. The board may but is not required to publish to members the time, date, and place of board meetings, but will provide the information if requested in writing by a member on a meeting by meeting basis.

2.6.9. Telephone Meetings. Members of the board or any committee of the Association may participate in and hold meetings of the board or committee by means of conference telephone or similar communications equipment by means of which all persons participating in the meeting can hear each other. Participation in such meeting constitutes presence in person at the meeting, except where a person participates in the meeting for the express purpose of objecting to the transaction of any business on the ground that the meeting is not lawfully called or convened.



2.6.10. Action Without a Meeting. Any action required or permitted to be taken by the board at a meeting may be taken without a meeting, if all directors individually or collectively consent in writing to such action. The written consent must be filed with the minutes of board meetings. Action by written consent has the same force and effect as a unanimous vote.

2.7. LIABILITIES AND STANDARD OF CARE. In performing their duties, the directors are required to exercise certain standards of care and are subject to certain liabilities, including but not limited to the following provisions of State law: Articles 1396-2.20.D., -2.25, -2.26, -2.28, -2.29, and -2.30 of the Corporation Act.

2.8. POWERS AND DUTIES. The board has all the powers and duties necessary for the administration of the Association and for the operation and maintenance of the development. The board may do all acts and things except those which, by law or the Documents, are reserved to the members and may not be delegated to the board. Without prejudice to the general and specific powers and duties set forth in laws or the Documents, or powers and duties as may hereafter be imposed on the board by resolution of the Association, the powers and duties of the board include, but are not limited to, the following:

2.8.1. Appointment of Committees. The board, by resolution, may from time to time designate standing or ad hoc committees to advise or assist the board with its responsibilities. The resolution may establish the purposes and powers of the committee created, provide for the appointment of a chair and committee members, and may provide for reports, termination, and other administrative matters deemed appropriate by the board. Members of committees will be appointed from among the owners and residents.

2.8.2. Manager. The board may employ a manager or managing agent for the Association, at a compensation established by the board, to perform duties and services authorized by the board.

2.9. FIDELITY BONDS. Any person handling or responsible for Association funds, including officers, agents, and employees of the Association, must furnish adequate fidelity bonds. The premiums on the bonds may be a common expense of the Association.

### **ARTICLE 3** **OFFICERS**

3.1. DESIGNATION. The principal officers of the Association are the president, the secretary, and the treasurer. The board may appoint one or more vice-presidents and other officers and assistant officers as it deems necessary. The president and secretary must be directors. Other officers may, but need not, be members or directors. Any 2 offices may be held by the same person, except the offices of president and secretary. If an officer is absent or unable to act, the board may appoint a director to perform the duties of that officer and to act in place of that officer, on an interim basis.

3.2. ELECTION OF OFFICERS. The officers are elected no less than annually by the directors at the organizational meeting of the board and hold office at the pleasure of the board.

Except for resignation or removal, officers hold office until their respective successors have been designated by the board.

3.3. REMOVAL AND RESIGNATION OF OFFICERS. A majority of directors may remove any officer, with or without cause, at any regular meeting of the board or at any special meeting of the board called for that purpose. A successor may be elected at any regular or special meeting of the board called for that purpose. An officer may resign at any time by giving written notice to the board. Unless the notice of resignation states otherwise, it is effective when received by the board and does not require acceptance by the board. The resignation or removal of an officer who is also a director does not constitute resignation or removal from the board.

3.4. STANDARD OF CARE. In performing their duties, the officers are required to exercise the standards of care provided by Article 1396-2.20.D. of the Texas Nonprofit Corporation Act.

3.5. DESCRIPTION OF PRINCIPAL OFFICES.

3.5.1. President. As the chief executive officer of the Association, the president: (1) presides at all meetings of the Association and of the board; (2) has all the general powers and duties which are usually vested in the office of president of a corporation organized under the laws of the State of Texas; (3) has general supervision, direction, and control of the business of the Association, subject to the control of the board; and (4) sees that all orders and resolutions of the board are carried into effect.

3.5.2. Secretary. The secretary: (1) keeps the minutes of all meetings of the board and of the Association; (2) has charge of such books, papers, and records as the board may direct; (3) maintains a record of the names and addresses of the members for the mailing of notices; and (4) in general, performs all duties incident to the office of secretary.

3.5.3. Treasurer. The treasurer: (1) is responsible for Association funds; (2) keeps full and accurate financial records and books of account showing all receipts and disbursements; (3) prepares all required financial data and tax returns; (4) deposits all monies or other valuable effects in the name of the Association in depositories as may from time to time be designated by the board; (5) prepares the annual and supplemental budgets of the Association; (6) reviews the accounts of the managing agent on a monthly basis in the event a managing agent is responsible for collecting and disbursing Association funds; and (7) performs all the duties incident to the office of treasurer.

3.6. AUTHORIZED AGENTS. Except when the Documents require execution of certain instruments by certain individuals, the board may authorize any person to execute instruments on behalf of the Association. In the absence of board designation, the president and the secretary are the only persons authorized to execute instruments on behalf of the Association.

## ARTICLE 4 MEETINGS OF THE ASSOCIATION

4.1. ANNUAL MEETING. An annual meeting of the Association will be held during the month of October of each year. At annual meetings the members will elect directors in accordance

with these bylaws. The members may also transact such other business of the Association as may properly come before them.

4.2. SPECIAL MEETINGS. It is the duty of the president to call a special meeting of the Association if directed to do so by a majority of the board or by a petition signed by owners of at least 20 percent of the lots in the development. The meeting must be held within 30 days after the board resolution or receipt of petition. The notice of any special meeting must state the time, place, and purpose of the meeting. No business, except the purpose stated in the notice of the meeting, may be transacted at a special meeting.

4.3. PLACE OF MEETINGS. Meetings of the Association may be held at the development or at a suitable place convenient to the members, as determined by the board.

4.4. NOTICE OF MEETINGS. At the direction of the board, written notice of meetings of the Association will be given to an owner of each lot at least 10 days but not more than 60 days prior to the meeting. Notices of meetings will state the date, time, and place the meeting is to be held. Notices will identify the type of meeting as annual or special, and will state the particular purpose of a special meeting. Notices may also set forth any other items of information deemed appropriate by the board.

4.5. INELIGIBILITY. The board may determine that no member may vote at meetings of the Association if the member's financial account with the Association is in arrears 45 days before the date of a meeting of the Association at which members will vote, provided each ineligible member is given notice of the arrearage and an opportunity to become eligible. The board may specify the manner, place, and time for payment for purposes of restoring eligibility. A determination of members entitled to vote at a meeting of the Association is effective for any adjournment of the meeting, provided the date of the adjourned meeting is not more than 45 days after the original meeting.

4.6. VOTING MEMBERS LIST. The board will prepare and make available a list of the Association's voting members in accordance with Art. 1396-2.11B of the Texas Nonprofit Corporation Act.

4.7. QUORUM. At any meeting of the Association, the presence in person or by proxy of owners of at least 20 percent of the lots in the development constitutes a quorum. Members present at a meeting at which a quorum is present may continue to transact business until adjournment, notwithstanding the withdrawal, during the course of the meeting, of members constituting a quorum.

4.8. LACK OF QUORUM. If a quorum is not present at any meeting of the Association for which proper notice was given, members representing at least a majority of the votes present at the meeting, although not constituting a quorum, may vote to recess the meeting for not more than 24 hours in order to attain a quorum, provided the place of the meeting remains as stated in the notice. If the meeting is adjourned without attainment of a quorum, notice of a new meeting for the same purposes within 15 to 30 days may be given to an owner of each lot, at which meeting owners of at least 10 percent of the lots in the development constitute a quorum for that meeting.

4.9. VOTES. The vote of members representing at least a majority of the votes cast at any meeting at which a quorum is present binds all members for all purposes, except when a higher percentage is required by these bylaws, the declaration, or by law. Cumulative voting is prohibited.

4.9.1. Co-Owned Lots. If a lot is owned by more than one member, the vote appurtenant to that lot is cast as follows. If only one of the multiple owners of a lot is present at a meeting of the Association, that person may cast the vote allocated to that lot. If more than one of the multiple owners is present, the vote allocated to that lot may be cast only in accordance with the owners' unanimous agreement. Multiple owners are in unanimous agreement if one of the multiple owners casts the vote allocated to a lot and none of the other owners makes prompt protest to the person presiding over the meeting.

4.9.2. Corporation-Owned Lots. If a lot is owned by a corporation, the vote appurtenant to that lot may be cast by any officer of the corporation in the absence of the corporation's written appointment of a specific person to exercise its vote. The vote of a partnership may be cast by any general partner in the absence of a written appointment of a specific person by the owning partnership. The person presiding over a meeting or vote may require reasonable evidence that a person voting on behalf of a corporation or partnership is qualified to vote.

4.9.3. Association-Owned Lots. Votes allocated to a lot owned by the Association may be counted towards a quorum and for all ballots and votes except the election or removal of directors. The vote appurtenant to a lot owned by the Association is exercised by the board.

4.10. PROXIES. Votes may be cast in person or by written proxy. To be valid, each proxy must (1) be signed and dated by a member or his attorney-in-fact; (2) identify the lot to which the vote is appurtenant; (3) designate the person or position (such as "presiding officer") in favor of whom the proxy is granted, such person having agreed to exercise the proxy; (4) identify the meeting for which the proxy is given; (5) not purport to be revocable without notice; and (6) be delivered to the secretary, to the person presiding over the Association meeting for which the proxy is designated, or to a person or company designated by the board. Unless the proxy specifies a shorter or longer time, it terminates one year after its date. Perpetual or self-renewing proxies are permitted, provided they are revocable. To revoke a proxy, the granting member must give actual notice of revocation to the person presiding over the Association meeting for which the proxy is designated. Unless revoked, any proxy designated for a meeting which is adjourned, recessed, or rescheduled is valid when the meeting reconvenes. A proxy may be delivered by fax. However, a proxy received by fax may not be counted to make or break a tie-vote unless (1) the proxy has been acknowledged or sworn to by the member, before and certified by an officer authorized to take acknowledgments and oaths, or (2) the Association also receives the original proxy within 5 days after the vote.

4.11. CONDUCT OF MEETINGS. The president, or any person designated by the board, presides over meetings of the Association. The secretary keeps, or causes to be kept, the minutes of the meeting which should record all resolutions adopted and all transactions occurring at the meeting, as well as a record of any votes taken at the meeting. The person presiding over the meeting may appoint a parliamentarian. The then current edition of Robert's Rules of Order

governs the conduct of meetings of the Association when not in conflict with the Documents. Votes should be tallied by tellers appointed by the person presiding over the meeting.

4.12. ORDER OF BUSINESS. Unless the notice of meeting states otherwise, or the assembly adopts a different agenda at the meeting, the order of business at meetings of the Association is as follows:

- Determine votes present by roll call or check-in procedure
- Announcement of quorum
- Proof of notice of meeting
- Approval of minutes of preceding meeting
- Reports
- Election of directors (when required)
- Unfinished or old business
- New business

4.13. ADJOURNMENT OF MEETING. At any meeting of the Association, a majority of the members present at that meeting, either in person or by proxy, may adjourn the meeting to another time and place.

4.14. ACTION WITHOUT MEETING. Subject to board approval, any action which may be taken by a vote of the members at a meeting of the Association may also be taken without a meeting by written consents. The board may permit members to vote by ballots delivered by any method allowed by Section 2.13B of the Texas Nonprofit Corporation Act, which may include hand delivery, mail, fax, email, or any combination of these. Written consents by members representing at least a majority of votes in the Association, or such higher percentage as may be required by the Documents, constitutes approval by written consent. This Section may not be used to avoid the requirement of an annual meeting.

4.15. TELEPHONE MEETINGS. Members of the Association may participate in and hold meetings of the Association by means of conference telephone or similar communications equipment by means of which all persons participating in the meeting can hear each other. Participation in the meeting constitutes presence in person at the meeting, except where a person participates in the meeting for the express purpose of objecting to the transaction of any business on the ground that the meeting is not lawfully called or convened.

## **ARTICLE 5**

### **RULES**

5.1. RULES. The board has the right to establish and amend, from time to time, reasonable rules and regulations for: (1) the administration of the Association and the Documents; (2) the maintenance, management, operation, use, conservation, and beautification of the development; and (3) the health, comfort, and general welfare of the residents. The rules may not be in conflict with law or the Documents. The board will, at all times, maintain the then current and complete rules in a written form which can be copied and distributed to the members.

5.2. ADOPTION AND AMENDMENT. Any rule may be adopted, amended, or terminated by the board, provided that the rule and the requisite board approval are properly recorded as a resolution in the minutes of the meeting of the board.

5.3. NOTICE AND COMMENT. At least 10 days before the effective date, the board will give written notice to an owner of each lot of any amendment, termination, or adoption of a rule, or will publish same in a newsletter or similar publication that is circulated to the members. The board may, but is not be required, to give similar notice to residents who are not members. Any member or resident so notified has the right to comment orally or in writing to the board on the proposed action.

5.4. DISTRIBUTION. On request from any member or resident, the board will provide a current and complete copy of rules. Additionally, the board will, from time to time, distribute copies of the current and complete rules to owners and, if the board so chooses, to non-member residents.

## **ARTICLE 6** **ENFORCEMENT**

6.1. REMEDIES. The violation of any provision of the Documents gives the board the following rights, in addition to any other rights set forth in the Documents:

- a. Fines. To impose reasonable fines, if notice and an opportunity to be heard are given.
- b. Self-Help. After notice and an opportunity to be heard are given, except in case of an emergency, to enter the lot or common area in which, or as to which, the violation or breach exists and to summarily abate and remove, at the expense of the defaulting owner, any structure, thing, or condition (except for additions or alterations of a permanent nature that may exist in that lot) that is contrary to the intent and meaning of the provisions of the Documents. The board may not be deemed liable for any manner of trespass by this action.
- c. Courts. To enjoin, abate, or remedy, by appropriate legal proceedings, the continuance of any breach.

6.2. NOTICE AND HEARING. Before imposing a fine or exercising self-help abatement, the board must give the owner a written violation notice and an opportunity to be heard.

6.2.1. Notice of Violation. The board's written violation notice will contain the following: (1) the date the violation notice is prepared or mailed; (2) a description of the violation; (3) a reference to the rule or provision of the Documents that is being violated; (4) a description of the action required to cure the violation; (5) the amount of the fine to be levied and/or the abatement action to be taken; (6) the date the fine begins accruing or abatement action becomes possible; and (7) a statement that not later than the 30th day after the date of the violation notice, the owner may request a hearing before the board to contest the fine or the abatement action.

6.2.2. Notice to Resident. In addition to giving the written violation notice to the owner, the board may also give a copy of the notice to the non-owner resident, if the board deems it appropriate.

6.2.3. Request for Hearing. To request a hearing before the board, an owner must submit a written request to the board within 30 days after the date of the violation notice. Within 10 days after receiving the owner's request for a hearing, the board will give the owner notice of the date, time, and place of the hearing. The hearing will be scheduled for a date within 45 days from the date the board receives the owner's request, and should be scheduled to provide a reasonable opportunity for both the board and the owner to attend.

6.2.4. Pending Hearing. Pending the hearing, the board may continue to exercise the Association's other rights and remedies for the violation, as if the declared violation were valid. The owner's request for a hearing suspends only the levy of the fine and/or the abatement action described in the notice.

6.2.5. Hearing. The hearing will be held in a closed or executive session of the board. At the hearing, the board will consider the facts and circumstances surrounding the violation. The owner may attend the hearing in person, or may be represented by another person or written communication. No audio or video recording of the hearing may be made.

6.2.6. Minutes of Hearing. The minutes of the hearing must contain a statement of the results of the hearing and the amount of fine, if any, imposed, or abatement action, if any, authorized. A copy of the violation notice and request for hearing should be placed in the minutes of the hearing. If the owner appears at the hearing, the notice requirement will be deemed satisfied.

6.3. IMPOSITION OF FINE. Within 30 days after levying the fine or authorizing the abatement, the board must give the owner notice of the levied fine or abatement action. If the fine or action is announced at the hearing at which the owner is actually present, the notice requirement will be satisfied. Otherwise, the notice must be in writing.

6.3.1. Amount. The board may set fine amounts on a case by case basis, provided the fine is reasonable in light of the nature, frequency, and effects of the violation. The board may establish a schedule of fines for certain types of violations. The amount and cumulative total of a fine must be reasonable in comparison to the violation. If the board allows fines to accumulate, it may establish a maximum amount for a particular fine, at which point the total fine will be capped.

6.3.2. Type of Fine. If the violation is ongoing or continuous, the fine may be levied on a periodic basis (such as daily, weekly, or monthly). If the violation is not ongoing, but is instead sporadic or periodic, the fine may be levied on a per occurrence basis.

6.3.3. Other Fine-Related. The Association is not entitled to collect a fine from an owner to whom it has not given notice and an opportunity to be heard. The Association may not charge interest on unpaid fines. The Association may not foreclose its assessment lien on a debt consisting solely of fines. The board may adopt a collection policy that applies owners' payments to unpaid fines before retiring other types of assessments.



6.4. ADDITIONAL ENFORCEMENT RIGHTS. Notwithstanding the notice and hearing requirement, the board may take immediate and appropriate action, without giving the notices required in this Article, against violations of the Documents which, in the board's opinion, are (1) self-evident, such as vehicles parked illegally or in violation of posted signs; (2) threatening to life or property; or (3) repeat violations of the same provision by the same owner to whom prior notices and demands have been given for the same violation. Further, the provisions of this Article do not apply to specific remedies provided in the Documents for certain violations, such as nonpayment of assessments.

## **ARTICLE 7**

### **OBLIGATIONS OF THE OWNERS**

7.1. NOTICE OF SALE. Any owner intending to sell or convey his lot or any interest therein must give written notice to the board of his intention, together with (1) the address or legal description of the lot being conveyed, (2) the name and address of the intended purchaser, (3) the name, address, and phone number of the title company or attorney designated to close the transaction, (4) names and phone numbers of real estate agents, if any, representing seller and purchaser, and (5) scheduled date of closing. An owner will furnish this information to the board at least 10 business days before the scheduled date of closing or conveyance. The requirements of this Section may be satisfied by giving the Association a copy of an accepted resale contract in connection with the owner's request to the Association for a resale certificate.

7.2. PROOF OF OWNERSHIP. Except for those owners who initially purchase a lot from declarant, any person, on becoming an owner of a lot, must furnish to the board evidence of ownership in the lot, which copy will remain in the files of the Association. A copy of the recorded deed is the customary evidence. The Association may refuse to recognize a person as a member unless this requirement is first met. This requirement may be satisfied by receipt of a board-approved form that is completed and acknowledged by a title company or attorney at time of conveyance of the lot or any interest therein.

7.3. OWNERS' INFORMATION. Within 30 days after acquiring an ownership interest in a lot, the owner must provide the Association with the owner's mailing address, telephone number, and driver's license number, if any; the name and telephone number of any resident other than the owner; and the name, address, and telephone number of any person managing the lot as agent of the lot owner. An owner must notify the Association within 30 days after he has notice of a change in any information required by this Section, and must provide the information on request by the Association from time to time.

7.4. MAILING ADDRESS. The owner or the several co-owners of a lot must register and maintain one mailing address to be used by the Association for mailing of notices, demands, and all other communications. If an owner fails to maintain a current mailing address with the Association, the address of the owner's lot is deemed to be his mailing address.

7.5. REGISTRATION OF MORTGAGEES. Within 30 days after granting a lien against his lot, the owner must provide the Association with the name and address of the holder of the lien and the loan number. The owner must notify the Association within 30 days after he has notice of a change in the information required by this Section. Also, the owner will provide the information on request by the Association from time to time.



7.6. ASSESSMENTS. All owners are obligated to pay assessments imposed by the Association to meet the common expenses as defined in the declaration. A member is deemed to be in good standing and entitled to vote at any meeting of the Association if he is current in the assessments made or levied against him and his lot.

7.7. COMPLIANCE WITH DOCUMENTS. Each owner will comply with the provisions and terms of the Documents, and any amendments thereto. Further, each owner will always endeavor to observe and promote the cooperative purposes for which the development was established.

## **ARTICLE 8** **ASSOCIATION RECORDS**

8.1. INSPECTION OF BOOKS AND RECORDS. Books and records of the Association will be made available for inspection and copying pursuant to Article 1396-2.23 of the Texas Nonprofit Corporation Act.

8.1.1. Proper Purpose. The board may require a member to submit a written demand for inspection, stating the purpose for which the member will inspect the books and records. The board has the following rights: (1) To determine whether the member's purpose for inspection is proper; (2) To deny the request if the board determines that the member's purpose is not proper; and (3) If granting the request, to identify which books and records are relevant to the member's stated purpose for inspection.

8.1.2. Copies. A member, at member's expense, may obtain photocopies of books and records for which the board grants the right of inspection. The board has the right to retain possession of the original books and records, to make copies requested by the member, and to charge the member a reasonable fee for copying.

8.1.3. Member's Agent. A member's inspection of the books and records may be assisted or performed by the member's agent, accountant, or attorney.

8.1.4. Records of Attorneys and Accountants. The files and records of an attorney or accountant who performs services for the Association are not records of the Association and are not subject to inspection by members.

8.2. RESALE CERTIFICATES. Any officer may prepare, or cause to be prepared, assessment estoppel certificates or resale certificates. The Association may charge a reasonable fee for preparing such certificates, and may refuse to furnish such certificates until the fee is paid. Any unpaid fees may be assessed against the lot for which the certificate is furnished.

## **ARTICLE 9** **NOTICES**

9.1. CO-OWNERS. If a lot is owned by more than one person, notice to one co-owner is deemed notice to all co-owners.

9.2. DELIVERY OF NOTICES. Any written notice required or permitted by these bylaws may be given personally, by mail, by fax, or by any other method permitted by the Texas Nonprofit Corporation Act. If mailed, the notice is deemed delivered when deposited in the U.S. mail addressed to the member at the address shown on the Association's records. If transmitted by fax, the notice is deemed delivered on successful transmission of the facsimile.

9.3. WAIVER OF NOTICE. Whenever a notice is required to be given to an owner, member, or director, a written waiver of the notice, signed by the person entitled to the notice, whether before or after the time stated in the notice, is equivalent to giving the notice. Attendance by a member or director at any meeting of the Association or board, respectively, constitutes a waiver of notice by the member or director of the time, place, and purpose of the meeting. If all members or directors are present at any meeting of the Association or board, respectively, no notice is required and any business may be transacted at the meeting.

## **ARTICLE 10**

### **AMENDMENTS TO BYLAWS**

10.1. AUTHORITY. These bylaws may not be amended by the board without approval by the members. These bylaws may be amended by the members according to the terms of this Article.

10.2. PROPOSALS. The Association will provide an owner of each lot with a description, if not exact wording, of any proposed amendment. The description will be included in the notice of any annual or special meeting of the Association at which the proposed amendment is to be considered.

10.3. CONSENTS. Subject to the following limitation, an amendment of these bylaws must be approved by members representing at least a majority of the votes present (in person or by proxy) at a properly called meeting of the Association for which a quorum is obtained. In other words, if a quorum is present (in person or by proxy) at a meeting, the owners of a majority of the lots represented at the meeting (in person or by proxy) -- even if less than a majority of the total lots -- may approve an amendment to these bylaws. However, this Section may not be amended without the approval of owners representing at least a majority of the total lots in the development.

10.4. MORTGAGEE PROTECTION. In addition to the notices and consents required by these bylaws, certain actions and amendments require notice to or approval by Eligible Mortgagees, pursuant to the Mortgagee Protection article of the declaration. If applicable, the Association must give the required notices to and obtain the required approvals from Eligible Mortgagees,

10.5. EFFECTIVE. To be effective, an amendment must be in the form of a written instrument (1) referencing the name of the development, the name of the Association, and the recording data of these bylaws and any amendments hereto; (2) signed and acknowledged by at least one officer of the Association, certifying the requisite approval of members and, if required, Eligible Mortgagees; and (3) recorded in the real property records of every county in which the development is located. The Association will deliver a copy of each amendment to an owner of each lot at least 10 days before the amendment's effective date. An amendment may be effective immediately if adopted at a meeting at which owners of two-thirds of the lots are represented.

10.6. DECLARANT PROTECTION. During the Development Period, no amendment of these bylaws may affect the declarant's rights herein without the declarant's written and acknowledged consent. Specifically, this Section and the section titled "Declarant Control" may not be amended without prior written approval of the declarant. The declarant's written consent must be part of the amendment instrument.

## **ARTICLE 11**

### **GENERAL PROVISIONS**

11.1. COMPENSATION. A director, officer, member, or resident is not entitled to receive any pecuniary profit from the operation of the Association, and no funds or assets of the Association may be paid as a salary or as compensation to, or be distributed to, or inure to the benefit of a director, officer, member, or resident. Nevertheless,

- a. Reasonable compensation may be paid to a director, officer, member, or resident for services rendered to the Association in other capacities.
- b. A director, officer, member, or resident may, from time to time, be reimbursed for his actual and reasonable expenses incurred on behalf of the Association in connection with the administration of the affairs of the Association, provided the expense has been approved by the board.
- c. The board may budget and use Association funds to purchase awards, certificates, a celebratory meal, or other customary tokens or demonstrations of appreciation for volunteer activities.
- d. This provision does not apply to distributions to lot owners permitted or required by the declaration.

11.2. DECLARANT CONTROL. During the declarant control period, the declarant's reservations in Appendix C of the declaration govern the number, qualification, appointment, removal, and replacement of directors, as well as the number of votes allocated to lots owned by declarant.

11.3. CONFLICTING PROVISIONS. If any provision of these bylaws conflicts with any provision of the laws of the State of Texas, the conflicting bylaws provision is null and void, but all other provisions of these bylaws remains in full force and effect. In the case of any conflict between the articles of incorporation of the Association and these bylaws, the articles control. In the case of any conflict between the declaration and these bylaws, the declaration controls.

11.4. SEVERABILITY. Whenever possible, each provision of these bylaws will be interpreted in a manner as to be effective and valid. Invalidity of any provision of these bylaws, by judgment or court order, does not affect any other provision which remains in full force and effect.

11.5. CONSTRUCTION. The effect of a general statement is not limited by the enumerations of specific matters similar to the general. The captions of articles and sections are inserted only for convenience and are in no way to be construed as defining or modifying the text

to which they refer. The singular is construed to mean the plural, when applicable, and the use of masculine or neuter pronouns includes the feminine.

11.6. FISCAL YEAR. The fiscal year of the Association will be set by resolution of the board, and is subject to change from time to time as the board determines. In the absence of a resolution by the board, the fiscal year is the calendar year.

11.7. WAIVER. No restriction, condition, obligation, or covenant contained in these bylaws may be deemed to have been abrogated or waived by reason of failure to enforce the same, irrespective of the number of violations or breaches thereof which may occur.

11.8. PREPARER. These bylaws were prepared in the law office of Sharon Reuler, P.C., of Palmer, Allen & McTaggart, LLP, 8111 Preston Road, Suite 300, Dallas, Texas 75225.

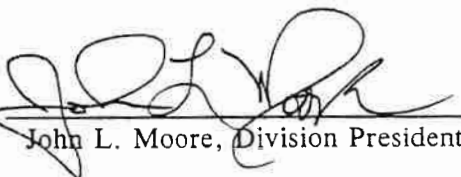
#### CERTIFICATION & ACKNOWLEDGMENT

I CERTIFY that the foregoing Bylaws of Wellington Run Owners Association, Inc., were adopted by the declarant of Wellington Run for the benefit of Wellington Run Owners Association, Inc., a Texas property owners association.

SIGNED this 31<sup>st</sup> day of October 2000.

CONTINENTAL HOMES OF TEXAS, L.P., a  
Texas limited partnership

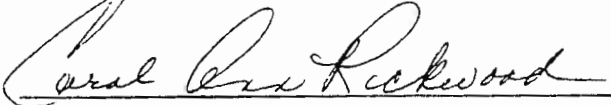
By: CHTEX of Texas, Inc., a Delaware  
corporation, its sole general partner

By:   
John L. Moore, Division President

THE STATE OF TEXAS     §  
                                      §  
COUNTY OF TARRANT   §

This instrument was acknowledged before me on the 31<sup>st</sup> day of October 2000 by John L. Moore, Division President of CHTEX of Texas, Inc., a Delaware corporation, on behalf of the corporation in its capacity as sole general partner of Continental Homes of Texas, L.P., a Texas limited partnership, on behalf of the limited partnership.



  
Notary Public, The State of Texas



# ***Ask Before You Alter***



The deed restrictions for your community require written permission from the Architectural Control Committee or Board of Directors before any changes; alterations or additions are made by an owner/-resident to the exterior of a home. Changes include but are not limited to painting, remodeling, adding storage buildings, carports, fences and landscaping.

In response to these legal requirements, we have developed an **application form** that protects both the owner and the association. The procedure for obtaining the Application is as follows:

- 1) When you have finalized your plans for the change, alteration or addition (such as a patio cover, security light, or patio deck), use the Modification Request Form on the next page or download one from your Association's website.
  - 2) Complete the form, providing all data including the address of your home and attaching a photograph, sketch or drawing of the proposed alteration. Include in your attachments a description of materials and method of construction or installation, including construction plans if applicable, of the proposed change;
  - 3) Send the form to your association manager (if possible, scan it and send it by email);
  - 4) Your association manager will forward copies of your application to the proper committee or Board member from your association;
  - 5) Your Board or Architectural Control Committee representative will contact you to review the application;
  - 6) Within the time parameters provided in your legal documents, you will be advised of the Board/Committee decision, or recommendations for change;
  - 7) You must obtain all city building permits and licenses necessary to legally complete the work;
  - 8) The Application is maintained with your association's archival records but it is always wise to keep a copy.
-



# Homeowners Association Architectural Control Committee Modification Request Form

Date: \_\_\_\_\_ Homeowner's Name(s): \_\_\_\_\_  
 Address: \_\_\_\_\_  
 Telephone: home \_\_\_\_\_ cell \_\_\_\_\_ work: \_\_\_\_\_  
 Email address: \_\_\_\_\_ Fax #: \_\_\_\_\_  
 Project duration dates (estimate): start: \_\_\_\_\_ end: \_\_\_\_\_

☒ **Modification Requested**

**Information / Support Documents Required**

<input type="checkbox"/> Fence <input type="checkbox"/> Replace existing fence w/ different height, style, or materials. <input type="checkbox"/> Build a new fence.	<i>Submit location, type of material, width of pickets, single or board on board, height, and stain/color sample</i> Comments: _____ _____ _____
<input type="checkbox"/> Landscaping <input type="checkbox"/> Add a planter/flower bed/tree well <input type="checkbox"/> Add statuary or other semi-permanent addition <input type="checkbox"/> Retaining wall <input type="checkbox"/> Other: _____	<i>Submit a diagram, and list of materials</i> Comments: _____ _____ _____
<input type="checkbox"/> Exterior Paint (choose all that apply) <input type="checkbox"/> Siding <input type="checkbox"/> Trim <input type="checkbox"/> Shutters <input type="checkbox"/> Front Door <input type="checkbox"/> Garage Door <input type="checkbox"/> <b>Fence (Stain or Paint)</b> City of Garland neighborhood code only allows two colors on your house: the siding one color and all the trim another color. All portions of painted fence must match. Color must be approved by the ACC.	<p style="text-align: center;"><u>paint sample(s)</u></p> <i>This request will not be processed without paint sample(s)</i> _____ _____ _____ _____
<input type="checkbox"/> Outbuilding <input type="checkbox"/> Add a cover for the patio <input type="checkbox"/> Add a storage shed <input type="checkbox"/> Add a carport or additional garage	<i>Submit location, diagram or photo, paint/stain samples, material samples for siding or roofing visible from street or alley.</i> <i>Proof of building permit is required.</i> Comments: _____ _____ _____
<input type="checkbox"/> Other: provide specifics: _____ _____	Comments: _____ _____



## HOMEOWNERS AGREEMENT

I have completed this modification request in good faith and it accurately represents the alteration I propose to make.

I understand that approval of this application does not authorize me to violate any provisions of the Declaration of Covenants, Conditions, and Restrictions (DCCRs) for my Homeowners Association.

I certify that all information and all materials submitted with this request are complete, true and correct.

I understand and agree that no work may be performed prior to or in deviation from the terms of the written approval letter provided by the Architectural Control Committee (ACC).

**Homeowner's Signature** \_\_\_\_\_ **Date** \_\_\_\_\_

**Mail completed form and all required attachments** (documents, paint sample) to:  
Homeowner Association c/o Village Association Management, LLC  
P.O. Box 460057 Garland, TX 75040

**If paint sample is not required**, you may fill out this form; scan it along with any support documents and email them to: [mks@villagemgmt.com](mailto:mks@villagemgmt.com) or fax to: 1-866-735-7082

### **This section for Architectural Control Committee (Board of Directors) use only**

Committee Member Name:	<i>Date Received</i>	<i>Approved</i>	<i>Denied</i>
Comments / Stipulations / Additional Information Required:			
ACC Member Signature:		Date	
Committee Member Name:	<i>Date Received</i>	<i>Approved</i>	<i>Denied</i>
Comments / Stipulations / Additional Information Required:			
ACC Member Signature:		Date	
Committee Member Name:	<i>Date Received</i>	<i>Approved</i>	<i>Denied</i>
Comments / Stipulations / Additional Information Required:			
ACC Member Signature:		Date	

Final on-site review: Inspected by \_\_\_\_\_ Date \_\_\_\_\_

NOTICE OF FILING OF DEDICATORY INSTRUMENTS  
FOR

Wellington Run Owners Association



201200053191

DEDICATION 1/2

STATE OF TEXAS

§

§

COUNTY OF DALLAS

§

KNOW ALL MEN BY THESE PRESENTS:

THIS NOTICE OF DEDICATORY INSTRUMENT FOR Wellington Run Owners Association is made this 31st of January 2012, by Wellington Run Owners Association.

WITNESSETH:

WHEREAS, Wellington Run Owners Association prepared and recorded an instrument entitled "Declaration of Covenants, Conditions and Restrictions" dated on or about November 1, 2000, Volume 2000213, Page 07163, Real Records of Dallas County, Texas, together with any other filings of records (if any).

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

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

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

NOW, THEREFORE, the dedicatory instrument attached hereto as Exhibit "A" is 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.

Wellington Run Owners Association

By:

  
Duly Authorized Agent

ACKNOWLEDGMENT

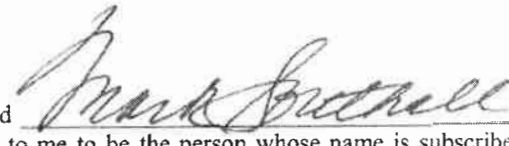
STATE OF TEXAS

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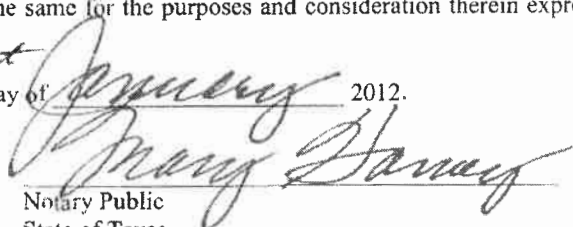
§

COUNTY OF DALLAS

§

BEFORE ME, the undersigned authority, on this day personally appeared   
Duly Authorized Agent of Wellington Run Owners Association, 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 31st day of January, 2012.

  
Notary Public  
State of Texas  
My Commission Expires

AFTER RECORDING RETURN TO:  
Principal Management Group  
Attn: Debbie Simpson  
12700 Park Central Drive, Suite 600  
Dallas, Texas 75251

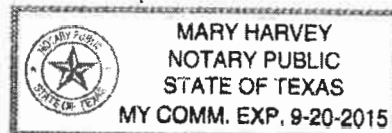


EXHIBIT A

WELLINGTON RUN OWNERS ASSOCIATION  
EMAIL REGISTRATION POLICY

Wellington Run Owners Association is a community (the "**Community**") created by and subject that certain Declaration of Covenants, Conditions and Restrictions, recorded under Volume 2000213, Page 07163, Official Public Records of Dallas County, Texas, as amended (the "**Covenant**"). The operation of the Community is vested in Wellington Run Owners Association (the "**Association**"), acting through its board of directors (the "**Board**"). The Association is empowered to adopt reasonable policies for the operation of the Association, including a policy for the registration of member email addresses.

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

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

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

WELLINGTON RUN OWNERS ASSOCIATION

Wilma Klapp - President  
Duly Authorized Officer/Agent

Jan. 22, 2012  
Date

Wilma Klapp  
Printed Name

Filed and Recorded  
Official Public Records  
John F. Warren, County Clerk  
Dallas County, TEXAS  
02/27/2012 08:44:24 AM  
\$20.00



9/2

201200053191

NOTICE OF FILING OF DEDICATORY INSTRUMENTS  
FOR

Wellington Run Owners Association



201200053185

DEDICATION 1/4

STATE OF TEXAS

§

COUNTY OF DALLAS

§

KNOW ALL MEN BY THESE PRESENTS:

§

THIS NOTICE OF DEDICATORY INSTRUMENT FOR Wellington Run Owners Association is made this 31st of January 2012, by Wellington Run Owners Association.

WITNESSETH:

WHEREAS, Wellington Run Owners Association prepared and recorded an instrument entitled "Declaration of Covenants, Conditions and Restrictions" dated on or about November 1, 2000, Volume 2000213, Page 07163, Real Records of Dallas County, Texas, together with any other filings of records (if any).

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

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

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

NOW, THEREFORE, the dedicatory instrument attached hereto as Exhibit "A" is 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.

Wellington Run Owners Association

By:

Duly Authorized Agent

ACKNOWLEDGMENT

STATE OF TEXAS

§

COUNTY OF DALLAS

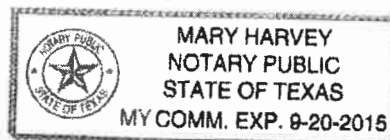
§

BEFORE ME, the undersigned authority, on this day personally appeared   
Duly Authorized Agent of Wellington Run Owners Association, 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 31st day of January 2012.

Notary Public  
State of Texas  
My Commission Expires

AFTER RECORDING RETURN TO:  
Principal Management Group  
Attn: Debbie Simpson  
12700 Park Central Drive, Suite 600  
Dallas, Texas 75251



## EXHIBIT A

### WELLINGTON RUN OWNERS ASSOCIATION ASSESSMENT COLLECTION POLICY

Wellington Run Owners Association is a community (the "**Community**") created by and subject that certain Declaration of Covenants, Conditions and Restrictions, recorded under Volume 2000213, Page 07163, Official Public Records of Dallas County, Texas, as amended (the "**Covenant**"). The operation of the Community is vested in Wellington Run Owners Association (the "**Association**"), acting through its board of directors (the "**Board**"). The Association is empowered to enforce the covenants, conditions and restrictions of the Covenant, the Bylaws and rules of the Association (collectively, the "**Restrictions**"), including the obligation of Owners to pay Assessments pursuant to the terms and provisions of the Covenant.

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

#### **Section 1. DELINQUENCIES, LATE CHARGES & INTEREST**

- 1-A. Due Date. An Owner will timely and fully pay Assessments. Regular Assessments are assessed annually and are due and payable on the first calendar day of the month at the beginning of the fiscal year, or in such other manner as the Board may designate in its sole and absolute discretion.
- 1-B. Delinquent. Any Assessment that is not fully paid when due is delinquent. When the account of an Owner becomes delinquent, it remains delinquent until paid in full — including collection costs, interest and late fees.
- 1-C. Late Fees & Interest. If the Association does not receive full payment of an Assessment by 5:00 p.m. after the late date established by the Board, the Association may levy a late fee per month and/or interest at the highest rate allowed by applicable usury laws then in effect or what is specified in the association governing documents on the amount of the Assessment from the late date therefore (or if there is no such highest rate, then at the rate of 1 and 1/2% per month) until paid in full.
- 1-D. Liability for Collection Costs. The defaulting Owner is liable to the Association for the cost of title reports, assessment liens, credit reports, certified mail, long distance calls, court costs, filing fees, and other reasonable costs and attorney's fees incurred by the Association in collecting the delinquency.
- 1-E. Insufficient Funds. The Association or managing agent may levy a reasonable fee for any check returned to the Association marked "not sufficient funds" or the equivalent.
- 1-F. Waiver. Properly levied collection costs, late fees, and interest may only be waived by a majority of the Board.

## Section 2. INSTALLMENTS & ACCELERATION

If an Assessment, other than a Regular Assessment, is payable in installments, and if an Owner defaults in the payment of any installment, the Association may declare the entire Assessment in default and accelerate the due date on all remaining installments of the Assessment. An Assessment, other than a Regular Assessment, payable in installments may be accelerated only after the Association gives the Owner at least fifteen (15) days prior notice of the default and the Association's intent to accelerate the unpaid balance if the default is not timely cured. Following acceleration of the indebtedness, the Association has no duty to reinstate the installment program upon partial payment by the Owner.

## Section 3. PAYMENTS

3-A. Application of Payments. After the Association notifies the Owner of a delinquency and the Owner's liability for late fees or interest, and collection costs, any payment received by the Association shall be applied in the following order, starting with the oldest charge in each category, until that category is fully paid, regardless of the amount of payment, notations on checks, and the date the obligations arose:

- |  |                           |
|--|---------------------------|
| (1) Delinquent assessments   | (4) Other attorney's fees |
| (2) Current assessments  | (5) Fines                 |
| (3) Attorney fees and costs associated with delinquent assessments | (6) Any other amount      |

3-B. Payment Plans. The Association shall offer a payment plan to a delinquent Owner with a minimum term of at least three (3) months and a maximum term of eighteen (18) months from the date the payment plan is requested for which the Owner may be charged reasonable administrative costs and interest. The Association will determine the actual terms of each payment plan offered to an Owner. An Owner is not entitled to a payment plan if the Owner has defaulted on a previous payment plan in the last two (2) years. If an Owner is in default at the time the Owner submits a payment, the Association is not required to follow the application of payments schedule set forth in Paragraph 3-A.

3-C. Notice of Payment. If the Association receives full payment of the delinquency after recording a notice of lien, the Association will cause a release of notice of lien to be publicly recorded. The Association may require the Owner to prepay the cost of preparing and recording the release.

3-F. Correction of Credit Report. If the Association receives full payment of the delinquency after reporting the defaulting Owner to a credit reporting service, the Association will report receipt of payment to the credit reporting service.

## Section 4. LIABILITY FOR COLLECTION COSTS

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

## Section 5. COLLECTION PROCEDURES

- 5-A. Delegation of Collection Procedures. From time to time, the Association may delegate some or all of the collection procedures, as the Board in its sole discretion deems appropriate, to the Association's managing agent, an attorney, or a debt collector.
- 5-B. Delinquency Notices. If the Association has not received full payment of an Assessment by the due date, the Association may send written notice of nonpayment to the defaulting Owner, by hand delivery, first class mail, and/or by certified mail, stating the amount delinquent. The Association's delinquency-related correspondence may state that if full payment is not timely received, the Association may pursue any or all of the Association's remedies, at the sole cost and expense of the defaulting Owner.
- 5-C. Verification of Owner Information. The Association may obtain a title report to determine the names of the Owners.
- 5-D. Notification of Credit Bureau. The Association may report the defaulting Owner to one or more credit reporting services.
- 5-E. Collection by Attorney. If the Owner's account remains delinquent, the Association may refer the delinquent account to the Association's attorney for collection. In the event an account is referred to the Association's attorney, the Owner will be liable to the Association for its legal fees and expenses. Upon referral of a delinquent account to the Association's attorney, the Association's attorney will provide the following notices and take the following actions unless otherwise directed by the Board:
- (1) Initial Notice: Preparation of the Initial Notice of Demand for Payment Letter. If the account is not paid in full within 30 days (unless such notice has previously been provided by the Association, then
  - (2) Lien Notice: Preparation of the Lien Notice of Demand for Payment Letter and record a Notice of Unpaid Assessment Lien (unless such notice has previously been provided by the Association). If the account is not paid in full within 30 days, then
  - (3) Final Notice: Preparation of the Final Notice of Demand for Payment Letter and Intent to Foreclose and Notice of Intent to Foreclose. If the account is not paid in full within 30 days, then
  - (4) Foreclosure of Lien: Only upon specific approval by a majority of the Board.
- 5-F. Notice of Lien. The Association's attorney may cause a notice of the Association's Assessment lien against the Owner's home to be publicly recorded. In that event, a copy of the notice will be sent to the defaulting Owner, and may also be sent to the Owner's mortgagee.
- 5-G. Cancellation of 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-H. Suspension of Use of Certain Facilities or Services. The Board may suspend the use of the Common Area amenities by an Owner, or his tenant, whose account with the Association is delinquent for at least thirty (30) days.

#### Section 6. GENERAL PROVISIONS

- 6-A. Independent Judgment. Notwithstanding the contents of this detailed policy, the officers, directors, manager, and attorney of the Association may exercise their independent, collective, and respective judgment in applying this policy.
- 6-B. Other Rights. This policy is in addition to and does not detract from the rights of the Association to collect Assessments under the Association's Restrictions and the laws of the State of Texas.
- 6-C. Limitations of Interest. The Association, and its officers, directors, managers, and attorneys, intend to conform strictly to the applicable usury laws of the State of Texas. Notwithstanding anything to the contrary in the Restrictions or any other document or agreement executed or made in connection with this 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 Assessments, or reimbursed to the Owner if those Assessments are paid in full.
- 6-D. Notices. Unless the Restrictions, applicable law, or this policy provide otherwise, any notice or other written communication given to an Owner pursuant to this policy will be deemed delivered to the Owner upon depositing same with the U.S. Postal Service, addressed to the Owner at the most recent address shown on the Association's records, or on personal delivery to the Owner. If the Association's records show that an Owner's property is owned by two (2) or more persons, notice to one co-Owner is deemed notice to all co-Owners. Similarly, notice to one resident is deemed notice to all residents. Written communications to the Association, pursuant to this policy, will be deemed given on actual receipt by the Association's president, secretary, managing agent, or attorney.
- 6-E. Amendment of Policy. This policy may be amended from time to time by the Board.
- 6-F. Collections Policy Schedule. The Association collections policy schedule is attached.

#### WELLINGTON RUN OWNERS ASSOCIATION

Wilma Klapp - President  
Duly Authorized Officer/Agent

Jan. 27, 2012  
Date

Wilma Klapp  
Printed Name



## Wellington Run Owners Association Collection Policy

### THIS POLICY IS EFFECTIVE JANUARY 1, 2012 AND REPLACES ANY AND ALL PRIOR COLLECTION POLICIES

The following actions are performed to collect on delinquent accounts. The charges assessed to an owner's account for certain collection action noted below are subject to change without notice. Monthly late and handling fees are assessed to delinquent accounts according to the notification on the billing statement and a monthly past due letter with account analysis or a late statement is mailed.

Check Here	Collection Step	Approximate Day of Delinquency Each Step is Taken	Notes
<input checked="" type="checkbox"/>	Past due letter with account analysis or a late statement	-- 21st --	An initial letter with an account analysis is mailed after the first month of fees are charged to a past due account. Additional late statements are mailed monthly when late fees are charged.
<input type="checkbox"/>	Utility cut-off notice	-- N/A --	This action is taken only if the association has common meters and it is permitted in their documents.
<input checked="" type="checkbox"/>	Initial collection letter	-- 30 to 45 --	This letter is mailed by regular & certified mail & a \$10.00 processing fee charged to the owners account. This letter allows the owner thirty (30) days to pay or dispute the balance & notifies of future action if payment is not received.
<input checked="" type="checkbox"/>	Intent to report delinquent account to credit bureau	-- 60 to 75 --	This letter allows the owner ten (10) days to pay prior to reporting their delinquent account to the credit bureau. It also informs the owner of the fee that will be charged to their account if reported to the credit bureau.
<input checked="" type="checkbox"/>	Notification to owner of credit bureau reporting	-- 70 to 85 --	This letter notifies the owner that their account has been charged \$59.54 & is being reported to the credit bureau. It also informs them of future actions & the related fees that will be charged to their account.
<input checked="" type="checkbox"/>	Order title search to determine legal owner	-- 80 to 105 --	A title search is ordered & the owners account charged \$65.00. Upon receipt of the title search, a letter is mailed to the owner informing them of this action and the \$65.00 charge assessed to their account. This letter also informs them if payment is not received within ten (10) days an assessment lien will be filed with the county & the associated cost charged back to their account.
<input checked="" type="checkbox"/>	Notify owner of lien filing and file lien with the county	-- 95 to 125 --	If payment has not been received within ten (10) days a lien is prepared & the owners account charged \$178.61. A letter is mailed to the owner informing them of this action, that \$178.61 has been charged to their account & that the lien is being filed in the county records. Upon payment in full a notice of release of lien will be processed & filed in the county at no additional charge.
<input checked="" type="checkbox"/>	Forward owners file to the association attorney for small claims suit and/or foreclosure	-- 120 to 135 --	This action must be allowed in the association documents. A fee of \$25.00 will be charged to the owners account for preparing & forwarding the necessary documents to the association attorney.

*Wilma Klapp* 12-10-2011  
Signature - Authorized Board Member Date

*Wilma Klapp*  
Printed Name

NOTICE OF FILING OF DEDICATORY INSTRUMENTS  
FOR

Wellington Run Owners Association



201200053186

DEDICATION 1/7

STATE OF TEXAS

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COUNTY OF DALLAS

KNOW ALL MEN BY THESE PRESENTS:

THIS NOTICE OF DEDICATORY INSTRUMENT FOR Wellington Run Owners Association is made this 31st of January 2012, by Wellington Run Owners Association.

WITNESSETH:

WHEREAS, Wellington Run Owners Association prepared and recorded an instrument entitled "Declaration of Covenants, Conditions and Restrictions" dated on or about November 1, 2000, Volume 2000213, Page 07163, Real Records of Dallas County, Texas, together with any other filings of records (if any).

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

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

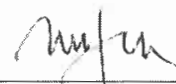
WHEREAS, the Association desires to record the attached dedicatory instrument in the real property records of Dallas County, Texas, pursuant to and accordance with Section 202.006 of the Texas Property Code.

NOW, THEREFORE, the dedicatory instrument attached hereto as Exhibit "A" is 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.

Wellington Run Owners Association

By:

  
Duly Authorized Agent

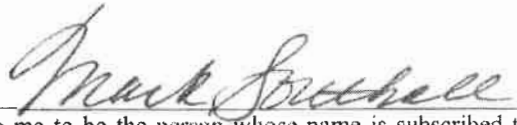
ACKNOWLEDGMENT

STATE OF TEXAS

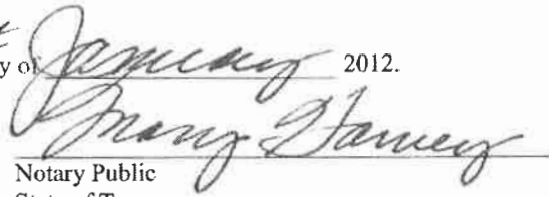
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COUNTY OF DALLAS

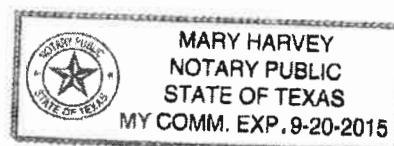
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BEFORE ME, the undersigned authority, on this day personally appeared   
Duly Authorized Agent of Wellington Run Owners Association, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that (s)he executed the same for the purposes and consideration therein expressed on behalf of said corporation.

SUBSCRIBED AND SWORN TO BEFORE ME on this 31st day of January 2012.

  
Notary Public  
State of Texas  
My Commission Expires

AFTER RECORDING RETURN TO:  
Principal Management Group  
Attn: Debbie Simpson  
12700 Park Central Drive, Suite 600  
Dallas, Texas 75251




# Exhibit A

## Wellington Run Homeowner Association Collection Policy

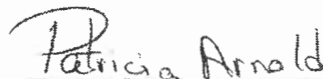
### **THIS POLICY IS EFFECTIVE ON THE DATE EXECUTED BELOW AND REPLACES ANY AND ALL PRIOR COLLECTION POLICIES**

The following actions are performed to collect on delinquent accounts. The charges assessed to an owner's account for certain collection action noted below are subject to change without notice. Monthly late and handling fees are assessed to delinquent accounts according to the notification on the billing statement and a monthly past due letter with account analysis or a late statement is mailed.

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

  
Signature - Authorized Board Member

1/28/13  
Date

  
Printed Name

NOTICE OF FILING OF DEDICATORY INSTRUMENTS  
FOR

Wellington Run Owners Association



201200053187

DEDICATION 1/4

STATE OF TEXAS §  
COUNTY OF DALLAS §

KNOW ALL MEN BY THESE PRESENTS:

THIS NOTICE OF DEDICATORY INSTRUMENT FOR Wellington Run Owners Association is made this 31st of January 2012, by Wellington Run Owners Association.

WITNESSETH:

WHEREAS, Wellington Run Owners Association prepared and recorded an instrument entitled "Declaration of Covenants, Conditions and Restrictions" dated on or about November 1, 2000, Volume 2000213, Page 07163, Real Records of Dallas County, Texas, together with any other filings of records (if any).

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

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

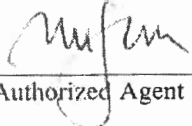
WHEREAS, the Association desires to record the attached dedicatory instrument in the real property records of Dallas County, Texas, pursuant to and accordance with Section 202.006 of the Texas Property Code.

NOW, THEREFORE, the dedicatory instrument attached hereto as Exhibit "A" is 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.

Wellington Run Owners Association

By:

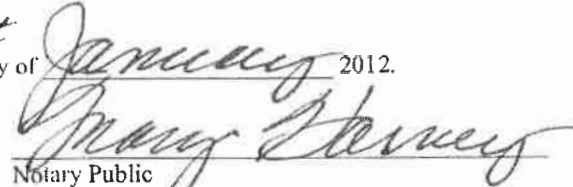
  
Duly Authorized Agent

ACKNOWLEDGMENT

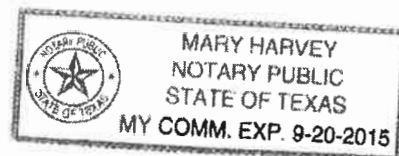
STATE OF TEXAS §  
COUNTY OF DALLAS §

BEFORE ME, the undersigned authority, on this day personally appeared Mary Harvey, Duly Authorized Agent of Wellington Run Owners Association, 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 31st day of January 2012.

  
Notary Public  
State of Texas  
My Commission Expires

AFTER RECORDING RETURN TO:  
Principal Management Group  
Attn: Debbie Simpson  
12700 Park Central Drive, Suite 600  
Dallas, Texas 75251



**EXHIBIT A**  
**WELLINGTON RUN OWNERS ASSOCIATION**  
**RAINWATER HARVESTING SYSTEM POLICY**

Terms used but not defined in this policy will have the meaning subscribed to such terms in that certain Declaration of Covenants, Conditions and Restrictions, recorded under Volume 2000213, Page 07163, Official Public Records of Dallas County, Texas, as amended (the "Covenant").

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

**A. ARCHITECTURAL REVIEW APPROVAL REQUIRED.**

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

**B. RAINWATER HARVESTING SYSTEM PROCEDURES AND REQUIREMENTS**

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

2. **Approval Process.** The decision of the ACC will be made within a reasonable time, or within the time period otherwise required by the principal deed restrictions which govern the review and approval of improvements. A Rain System Application submitted to install a Rainwater Harvesting System on property owned by the Association or property owned in common by members of the Association will not be approved. Any proposal to install a Rainwater Harvesting System on property owned by the Association or property owned in common by members of the Association must be approved in advance and in writing by the Board, and the Board need not adhere to this policy when considering any such request.

Each Owner is advised that if the Rain System Application is approved by the ACC, installation of the Rainwater Harvesting System must: (i) strictly comply with the Rain System Application; (ii) commence within thirty (30) days of approval; and (iii) be diligently prosecuted to completion. If the Owner fails to cause the Rain System Application to be installed in accordance with the approved Rain System Application, the ACC may require the Owner to: (i) modify the Rain System Application to

accurately reflect the Rain System Device installed on the property; or (ii) remove the Rain System Device and reinstall the device in accordance with the approved Rain System Application. Failure to install a Rain System Device in accordance with the approved Rain System Application or an Owner's failure to comply with the post-approval requirements constitutes a violation of this policy and may subject the Owner to fines and penalties. Any requirement imposed by the ACC to resubmit a Rain System Application or remove and relocate a Rain System Device in accordance with the approved Rain System shall be at the Owner's sole cost and expense.

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

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

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

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

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

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

4. Guidelines for Certain Rain System Devices. If the Rain System Device will be installed on or within the side yard of a lot, or would otherwise be visible from a street, common area, or another Owner's property, the ACC may regulate the size, type, shielding of, and materials used in the construction of the Rain System Device. Accordingly, when submitting a Rain Device Application, the application should describe methods proposed by the Owner to shield the Rain System Device from the view of any street, common area, or another Owner's property. When reviewing a Rain System Application for a Rain System Device that will be installed on or within the side yard of a lot, or would otherwise be visible from a street, common area, or another Owner's property, any additional regulations imposed by the ACC to regulate the size, type, shielding of, and materials used in the construction of the Rain System Device may not prohibit the economic installation of the Rain System Device, as reasonably determined by the ACC.

**WELLINGTON RUN OWNERS ASSOCIATION**

Wilma Klapp-President  
Duly Authorized Officer/Agent

Jan 27, 2012  
Date

Wilma Klapp  
Printed Name

NOTICE OF FILING OF DEDICATORY INSTRUMENTS  
FOR

Wellington Run Owners Association



201200053189

DEDICATION 1/3

STATE OF TEXAS

§

§

COUNTY OF DALLAS

§

KNOW ALL MEN BY THESE PRESENTS:

THIS NOTICE OF DEDICATORY INSTRUMENT FOR Wellington Run Owners Association is made this 31st of January 2012, by Wellington Run Owners Association.

WITNESSETH:

WHEREAS, Wellington Run Owners Association prepared and recorded an instrument entitled "Declaration of Covenants, Conditions and Restrictions" dated on or about November 1, 2000, Volume 2000213, Page 07163, Real Records of Dallas County, Texas, together with any other filings of records (if any).

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

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

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

NOW, THEREFORE, the dedicatory instrument attached hereto as Exhibit "A" is 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.

Wellington Run Owners Association

By:

  
Duly Authorized Agent

ACKNOWLEDGMENT

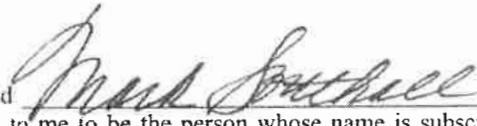
STATE OF TEXAS

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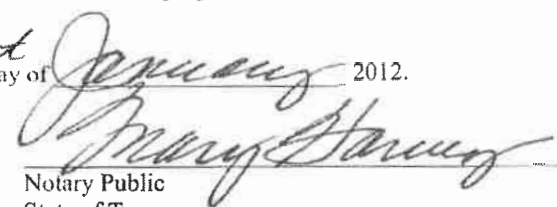
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COUNTY OF DALLAS

§

BEFORE ME, the undersigned authority, on this day personally appeared   
Duly Authorized Agent of Wellington Run Owners Association, 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 31st day of January 2012.

  
Notary Public  
State of Texas  
My Commission Expires

AFTER RECORDING RETURN TO:  
Principal Management Group  
Attn: Debbie Simpson  
12700 Park Central Drive, Suite 600  
Dallas, Texas 75251

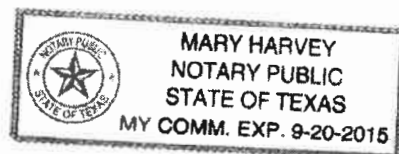


EXHIBIT A

WELLINGTON RUN OWNERS ASSOCIATION  
DISPLAY OF CERTAIN RELIGIOUS ITEMS POLICY

Terms used but not defined in this policy will have the meaning subscribed to such terms in that certain Declaration of Covenants, Conditions and Restrictions, recorded under Volume 2000213, Page 07163, Official Public Records of Dallas County, Texas, as amended (the "Covenant").

1. Display of Certain Religious Items Permitted. An Owner or resident is permitted to display or affix to the entry of the Owner's or resident's dwelling one or more religious items, the display of which is motivated by the Owner's or resident's sincere religious belief. This Policy outlines the standards which shall apply with respect to the display or affixing of certain religious items on the entry to the Owner's or resident's dwelling.

2. General Guidelines. Religious items may be displayed or affixed to an Owner or resident's entry door or door frame of the Owner or resident's dwelling; provided, however, that individually or in combination with each other, the total size of the display is no greater than twenty-five square inches (5"x5" = 25 square inches).

3. Prohibitions. No religious item may be displayed or affixed to an Owner or resident's dwelling that: (a) threatens the public health or safety; (b) violates applicable law; or (c) contains language, graphics or any display that is patently offensive. No religious item may be displayed or affixed in any location other than the entry door or door frame and in no event may extend past the outer edge of the door frame of the Owner or resident's dwelling. Nothing in this Policy may be construed in any manner to authorize an Owner or resident to use a material or color for an entry door or door frame of the Owner or resident's dwelling or make an alteration to the entry door or door frame that is not otherwise permitted pursuant to the Association's governing documents.

4. Removal. The Association may remove any item which is in violation of the terms and provisions of this Policy.

5. Covenants in Conflict with Statutes. To the extent that any provision of the Association's recorded covenants restrict or prohibit an Owner or resident from displaying or affixing a religious item in violation of the controlling provisions of Section 202.018 of the Texas Property Code, the Association shall have no authority to enforce such provisions and the provisions of this Policy shall hereafter control.

WELLINGTON RUN OWNERS ASSOCIATION

Wilma Klapp - President  
Duly Authorized Officer/Agent

Jan. 27, 2012  
Date

Wilma Klapp  
Printed Name



NOTICE OF FILING OF DEDICATORY INSTRUMENTS  
FOR

Wellington Run Owners Association



201200053188

DEDICATION 1/4

STATE OF TEXAS

§

§

COUNTY OF DALLAS

§

KNOW ALL MEN BY THESE PRESENTS:

THIS NOTICE OF DEDICATORY INSTRUMENT FOR Wellington Run Owners Association is made this 31st of January 2012, by Wellington Run Owners Association.

WITNESSETH:

WHEREAS, Wellington Run Owners Association prepared and recorded an instrument entitled "Declaration of Covenants, Conditions and Restrictions" dated on or about November 1, 2000, Volume 2000213, Page 07163, Real Records of Dallas County, Texas, together with any other filings of records (if any).

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

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

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

NOW, THEREFORE, the dedicatory instrument attached hereto as Exhibit "A" is 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.

Wellington Run Owners Association

By:

  
Duly Authorized Agent

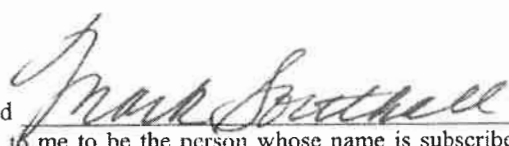
ACKNOWLEDGMENT

STATE OF TEXAS

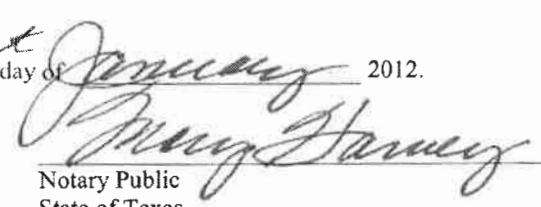
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COUNTY OF DALLAS

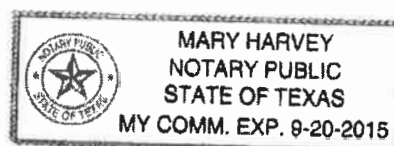
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BEFORE ME, the undersigned authority, on this day personally appeared   
Duly Authorized Agent of Wellington Run Owners Association, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that (s)he executed the same for the purposes and consideration therein expressed on behalf of said corporation.

SUBSCRIBED AND SWORN TO BEFORE ME on this 31st day of January 2012.

  
Notary Public  
State of Texas  
My Commission Expires

AFTER RECORDING RETURN TO:  
Principal Management Group  
Attn: Debbie Simpson  
12700 Park Central Drive, Suite 600  
Dallas, Texas 75251



## EXHIBIT A

### WELLINGTON RUN OWNERS ASSOCIATION FLAG DISPLAY AND FLAGPOLE INSTALLATION POLICY

Terms used but not defined in this policy will have the meaning subscribed to such terms in that certain Declaration of Covenants, Conditions and Restrictions, recorded under Volume 2000213, Page 07163, Official Public Records of Dallas County, Texas, as amended (the "Covenant").

Note: Texas statutes presently render null and void any restriction in the Covenant which restricts or prohibits the display of certain flags or the installation of certain flagpoles on a residential lot in violation of the controlling provisions of Section 202.011 of the Texas Property Code or any federal or other applicable state law. The Board and/or the architectural approval authority under the Covenant has adopted this policy in lieu of any express prohibition against certain flags and flagpoles, or any provision regulating such matters which conflict with Texas law, as set forth in the Covenant.

#### A. ARCHITECTURAL REVIEW APPROVAL

1. Approval Required. Approval by the ACC is required prior to installing a flagpole no more than five feet (5') in length affixed to the front of a residence near the principal entry or affixed to the rear of a residence ("**Mounted Flagpole**"). A Mounted Flag or Mounted Flagpole need to be approved in advance by the architectural review authority under the Covenant (the "ACC"). The ACC is not responsible for: (i) errors in or omissions in the application submitted to the ACC for approval; (ii) supervising installation or construction to confirm compliance with an approved application; or (iii) the compliance of an approved application with governmental codes and ordinances, state and federal laws.

2. Approval Required. Approval by the ACC is required prior to installing vertical freestanding flagpoles installed in the front or back yard area of any residential lot ("**Freestanding Flagpole**"). The ACC is not responsible for: (i) errors in or omissions in the application submitted to the ACC for approval; (ii) supervising installation or construction to confirm compliance with an approved application; or (iii) the compliance of an approved application with governmental codes and ordinances, state and federal laws.

#### B. PROCEDURES AND REQUIREMENTS

1. Approval Application. To obtain ACC approval of any Freestanding Flagpole, the Owner shall provide the ACC with the following information: (a) the location of the flagpole to be installed on the property; (b) the type of flagpole to be installed; (c) the dimensions of the flagpole; and (d) the proposed materials of the flagpole (the "**Flagpole Application**"). A Flagpole Application may only be submitted by an Owner UNLESS the Owner's tenant provides written confirmation at the time of submission that the Owner consents to the Flagpole Application.

2. Approval Process. The decision of the ACC will be made within a reasonable time, or within the time period otherwise required by the principal deed restrictions which govern the review and approval of improvements. A Flagpole Application submitted to install a Freestanding Flagpole on property owned by the Association or property owned in common by members of the Association will not be approved. Any proposal to install a Freestanding Flagpole on property owned by the Association

or property owned in common by members of the Association must be approved in advance and in writing by the Board, and the Board need not adhere to this policy when considering any such request.

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

3. Installation, Display and Approval Conditions. Unless otherwise approved in advance and in writing by the ACC, Permitted Flags, Permitted Flagpoles and Freestanding Flagpoles, installed in accordance with the Flagpole Application, must comply with the following:

- (a) No more than one (1) Freestanding Flagpole OR no more than two (2) Mounted Flagpoles are permitted per residential lot, on which only Mounted Flags may be displayed;
- (b) Any Mounted Flagpole must be no longer than five feet (5') in length and any Freestanding Flagpole must be no more than twenty feet (20') in height;
- (c) Any Mounted Flag displayed on any flagpole may not be more than three feet in height by five feet in width (3'x5');
- (d) With the exception of flags displayed on common area owned and/or maintained by the Association and any lot which is being used for marketing purposes by a builder, the flag of the United States of America must be displayed in accordance with 4 U.S.C. Sections 5-10 and the flag of the State of Texas must be displayed in accordance with Chapter 3100 of the Texas Government Code;
- (e) The display of a flag, or the location and construction of the flagpole must comply with all applicable zoning ordinances, easements and setbacks of record;
- (f) Any flagpole must be constructed of permanent, long-lasting materials, with a finish appropriate to the materials used in the construction of the flagpole and harmonious with the dwelling;
- (g) A flag or a flagpole must be maintained in good condition and any deteriorated flag or deteriorated or structurally unsafe flagpole must be repaired, replaced or removed;
- (h) Any flag may be illuminated by no more than one (1) halogen landscaping light of low beam intensity which shall not be aimed towards or directly affect any neighboring property; and

(i) Any external halyard of a flagpole must be secured so as to reduce or eliminate noise from flapping against the metal of the flagpole.

WELLINGTON RUN OWNERS ASSOCIATION

Wilma Klapp - President  
Duly Authorized Officer/Agent

Jan. 27, 2012  
Date

Wilma Klapp  
Printed Name

Filed and Recorded  
Official Public Records  
John F. Warren, County Clerk  
Dallas County, TEXAS  
02/27/2012 08:44:21 AM  
\$28.00



*[Handwritten signature]*

201200053188

NOTICE OF FILING OF DEDICATORY INSTRUMENTS  
FOR

Wellington Run Owners Association



201200053190

DEDICATION 1/9

STATE OF TEXAS §  
COUNTY OF DALLAS §

KNOW ALL MEN BY THESE PRESENTS:

THIS NOTICE OF DEDICATORY INSTRUMENT FOR Wellington Run Owners Association is made this 31st of January 2012, by Wellington Run Owners Association.

WITNESSETH:

WHEREAS, Wellington Run Owners Association prepared and recorded an instrument entitled "Declaration of Covenants, Conditions and Restrictions" dated on or about November 1, 2000, Volume 2000213, Page 07163, Real Records of Dallas County, Texas, together with any other filings of records (if any).

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

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

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

NOW, THEREFORE, the dedicatory instrument attached hereto as Exhibit "A" is 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.

Wellington Run Owners Association

By:

Duly Authorized Agent

ACKNOWLEDGMENT

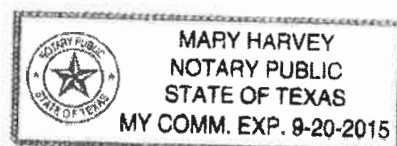
STATE OF TEXAS §  
COUNTY OF DALLAS §

BEFORE ME, the undersigned authority, on this day personally appeared Mary Harvey  
Duly Authorized Agent of Wellington Run Owners Association, 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 31st day of January 2012.

Notary Public  
State of Texas  
My Commission Expires

AFTER RECORDING RETURN TO:  
Principal Management Group  
Attn: Debbie Simpson  
12700 Park Central Drive, Suite 600  
Dallas, Texas 75251



## **EXHIBIT A**

### **WELLINGTON RUN OWNERS ASSOCIATION** **RECORDS INSPECTION, COPYING AND RETENTION POLICY**

Terms used but not defined in this policy will have the meaning subscribed to such terms in that certain Declaration of Covenants, Conditions and Restrictions, recorded under Volume 2000213, Page 07163, Official Public Records of Dallas County, Texas, as amended (the "Covenant").

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

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

2. **Request in Writing; Pay Estimated Costs In Advance.** An Owner (or an individual identified as an Owner's agent, attorney or certified public accountant, provided the designation is in writing and delivered to the Association) may submit a written request via certified mail to the Association's mailing address or authorized representative listed in the management certificate to access the Association's records. The written request must include sufficient detail describing the books and records requested and whether the Owner desires to inspect or copy the records. Upon receipt of a written request, the Association may estimate the costs associated with responding to each request, which costs may not exceed the costs allowed pursuant to Texas Administrative Code Section 70.3, as may be amended from time to time (a current copy of which is attached hereto). Before providing the requested records, the Association will require that the Owner remit such estimated amount to the Association. The Association will provide a final invoice to the Owner on or before the 30th business day after the records are provided by the Association. If the final invoice includes additional amounts due from the requesting party, the additional amounts, if not reimbursed to the Association before the 30th business day after the date the invoice is sent to the Owner, may be added to the Owner's account as an assessment. If the estimated costs exceeded the final invoice amount, the Owner is entitled to a refund, and the refund shall be issued to the Owner not later than the 30th business day after the date the final invoice is sent to the Owner.

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

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

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

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

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

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

WELLINGTON RUN OWNERS ASSOCIATION

Wilma Klapp-President  
Duly Authorized Officer/Agent

Jan. 27, 2012  
Date

Wilma Klapp  
Printed Name



TEXAS ADMINISTRATIVE CODE  
TITLE 1, PART 3, CHAPTER 70  
RULE §70.3 - CHARGES FOR PROVIDING COPIES OF PUBLIC INFORMATION

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

(b) Copy charge.

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

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

- (A) Diskette--\$1.00;
- (B) Magnetic tape--actual cost
- (C) Data cartridge--actual cost;
- (D) Tape cartridge--actual cost;
- (E) Rewritable CD (CD-RW)--\$1.00;
- (F) Non-rewritable CD (CD-R)--\$1.00;
- (G) Digital video disc (DVD)--\$3.00;
- (H) JAZ drive--actual cost;
- (I) Other electronic media--actual cost;
- (J) VHS video cassette--\$2.50;
- (K) Audio cassette--\$1.00;
- (L) Oversize paper copy (e.g.: 11 inches by 17 inches, greenbar, bluebar, not including maps and photographs using specialty paper--See also §70.9 of this title)--\$.50;
- (M) Specialty paper (e.g.: Mylar, blueprint, blueline, map, photographic--actual cost.

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

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

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

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

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

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

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

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

(B) A remote storage facility.

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

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

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

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

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

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

(e) Overhead charge.

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

avoid complication in calculating such costs and will provide uniformity for charges made statewide.

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

(3) The overhead charge shall be computed at 20% of the charge made to cover any labor costs associated with a particular request. Example: if one hour of labor is used for a particular request, the formula would be as follows: Labor charge for locating, compiling, and reproducing,  $\$15.00 \times .20 = \$3.00$ ; or Programming labor charge,  $\$28.50 \times .20 = \$5.70$ . If a request requires one hour of labor charge for locating, compiling, and reproducing information ( $\$15.00$  per hour); and one hour of programming labor charge ( $\$28.50$  per hour), the combined overhead would be:  $\$15.00 + \$28.50 = \$43.50 \times .20 = \$8.70$ .

(f) Microfiche and microfilm charge.

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

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

(g) Remote document retrieval charge.

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

(2) If a governmental body has a contract with a commercial records storage company, whereby the private company charges a fee to locate, retrieve, deliver, and return to storage the needed record(s), no additional labor charge shall be factored in for time spent locating documents at the storage location by the private company's personnel. If after delivery to the governmental body, the boxes must still be searched for records that are responsive to the request, a labor charge is allowed according to subsection (d)(1) of this section.

(h) Computer resource charge.

(1) The computer resource charge is a utilization charge for computers based on the amortized cost of acquisition, lease, operation, and maintenance of computer resources, which might include, but is not limited to, some or all of the following: central processing units (CPUs),

servers, disk drives, local area networks (LANs), printers, tape drives, other peripheral devices, communications devices, software, and system utilities.

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

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

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

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

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

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

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

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

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

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

NOTICE OF FILING OF DEDICATORY INSTRUMENTS  
FOR

Wellington Run Owners Association



201300079598

DEDICATION 1/3

STATE OF TEXAS

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COUNTY OF DALLAS

KNOW ALL MEN BY THESE PRESENTS:

THIS NOTICE OF DEDICATORY INSTRUMENT FOR Wellington Run Owners Association is made this 25th of February 2013, by Wellington Run Owners Association.

WITNESSETH:

WHEREAS, Wellington Run Owners Association prepared and recorded an instrument entitled "Declaration of Covenants, Conditions and Restrictions" dated on or about November 1, 2000, Volume 2000213, Page 07163, Real Records of Dallas County, Texas, together with any other filings of records (if any).

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

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

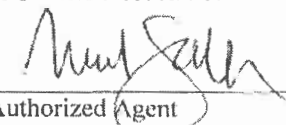
WHEREAS, the Association desires to record the attached dedicatory instrument in the real property records of Dallas County, Texas, pursuant to and accordance with Section 202.006 of the Texas Property Code.

NOW, THEREFORE, the dedicatory instrument attached hereto as Exhibit "A" is 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.

Wellington Run Owners Association

By:

  
Duly Authorized Agent

ACKNOWLEDGMENT


STATE OF TEXAS

§

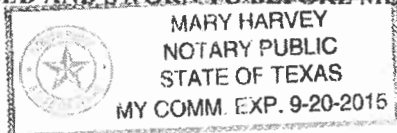
§

COUNTY OF DALLAS

§

BEFORE ME, the undersigned authority, on this day personally appeared   
Duly Authorized Agent of Wellington Run Owners Association, 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 25th day of February 2013.



  
Notary Public  
State of Texas  
My Commission Expires

AFTER RECORDING RETURN TO:  
Principal Management Group  
Attn: Debbie Simpson  
12700 Park Central Drive, Suite 600  
Dallas, Texas 75251

## EXHIBIT A

### WELLINGTON RUN OWNERS ASSOCIATION SOLAR DEVICE POLICY ENERGY EFFICIENT ROOFING POLICY

Terms used but not defined in this policy will have the meaning subscribed to such terms in that certain Declaration of Covenants, Conditions and Restrictions, recorded under Volume 2000213, Page 07163, Official Public Records of Dallas County, Texas, as amended (the "Covenant").

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

#### A. DEFINITIONS AND GENERAL PROVISIONS

1. Solar Energy Device Defined. A "Solar Energy Device" means a system or series of mechanisms designed primarily to provide heating or cooling or to produce electrical or mechanical power by collecting and transferring solar-generated energy. The term includes a mechanical or chemical device that has the ability to store solar-generated energy for use in heating or cooling or in the production of power.
2. Energy Efficiency Roofing Defined. As used in this Policy, "Energy Efficiency Roofing" means shingles that are designed primarily to: (a) be wind and hail resistant; (b) provide heating and cooling efficiencies greater than those provided by customary composite shingles; or (c) provide solar generation capabilities.
3. Architectural Review Approval Required. Approval by the architectural review authority under the Covenant (the "ACC") is required prior to installing a Solar Energy Device or Energy Efficient Roofing. The ACC is not responsible for: (i) errors in or omissions in the application submitted to the ACC for approval; (ii) supervising the installation or construction to confirm compliance with an approved application; or (iii) the compliance of approved application with governmental codes and ordinances, state and federal laws.

#### B. SOLAR ENERGY DEVICE PROCEDURES AND REQUIREMENTS

During any development period under the terms and provisions of the Covenant, the architectural review approval authority established under the Covenant need not adhere to the terms and provisions of this Solar Device Policy and may approve, deny, or further restrict the installation of any Solar Device. A development period continues for so long as the Declarant has reserved the right to facilitate the development, construction, size, shape, composition and marketing of the community.

1. Approval Application. To obtain ACC approval of a Solar Energy Device, the Owner shall provide the ACC with the following information: (i) the proposed installation location of the Solar

Energy Device; and (ii) a description of the Solar Energy Device, including the dimensions, manufacturer, and photograph or other accurate depiction (the "Solar Application"). A Solar Application may only be submitted by an Owner unless the Owner's tenant provides written confirmation at the time of submission that the Owner consents to the Solar Application.

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

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

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

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

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

**C. ENERGY EFFICIENT ROOFING**

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

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

**WELLINGTON RUN OWNERS ASSOCIATION**

Wilma Klapp - President  
Duly Authorized Officer/Agent

Jan 27, 2012  
Date

Wilma Klapp  
Printed Name

Filed and Recorded  
Official Public Records  
John F. Warren, County Clerk  
Dallas County, TEXAS  
02/27/2012 08:44:18 AM  
\$28.00



*JFW*

201200053185



**WELLINGTON RUN OWNER'S ASSOCIATION, INC.****Fine and Enforcement Policy**

The following Fine and Enforcement Policy (the "*Policy*") is established by the Board of Directors (the "*Board*") of Wellington Run Owner's Association, Inc. (the "*Association*"):

**Whereas**, any condition, use, activity, or improvement which does not comply with the First Restated Restrictive Covenants Applicable to Welling Run Owner's Association, Inc., Garland, Dallas County, Texas filed in the Dallas County real property records as document no. 1185711 on November 1, 2000 (as the same may be amended, supplemented, and/or restated from time to time, the "*Restrictions*" and/or any rule(s), regulation(s) and/or policies of the Association shall constitute a "*Violation*" under this Policy, and

**Whereas**, if after receiving notice of a Violation, a propriety owner fails to cure the Violation within thirty (30) days, thereafter, the Association may assess a fine (the "*Fine*") between \$50.00 - \$150.00 in the discretion of the Board, depending on the nature of the violation and the property owner's prior violations for the same offense. To the extent that the notice requirements set forth in Section 209.006 of the Texas Property Code are in excess of those set forth in this Policy, the requirements of Section 209.006 shall apply, and

**Whereas**, a property owner may request, within thirty (30) days after receiving notice of a Violation, a hearing before the Board to discuss the circumstances relating to the Violation and the remedy of the same. All such hearing requests must be made in writing and sent to the Association by mail to P.O. Box 460057, Garland, Texas 75046-0057, or to such other location or by such other means as designated by the Association from to time, and

**Whereas**, if collective unpaid Fines for a given property exceed \$500.00, or if a property owner is more than six (6) months delinquent in payment of his or her Association dues or Fines assessed hereunder, the Association may file a lien for such unpaid amount (s) against the subject property in the real property records of Dallas County, and/or commence a lawsuit against the property owner(s) for collection of the unpaid Fines. A property owner shall be responsible for all recording costs and costs of collection including but not limited to attorney's fees (subject to the requirements set forth in Section 209.008 of the Texas Property Code).

**Whereas**, Subject to the requirements set forth in Section 209.006 of the Texas Property Code, the Association may deny a property owner's access to common areas and/or amenities of the Association until Fines are paid in full.

**Whereas**, In the event that any provision of this Policy is declared invalid or unenforceable, the remaining terms and provisions that are not affected thereby shall remain in effect. In the case of

any conflict between this Policy and any applicable statute, including but not limited to, the Texas Property Code and/or Business Organizations Code, such statute shall control. In the case of any conflict between this Policy and the Articles of Incorporation of the Association (as amended, the "*Articles*"), the Bylaws of the Association (as amended, the "*Bylaws*"), and/or the Restrictions, the respective provision(s) of the Articles, Bylaws, and/or Restrictions shall control, and

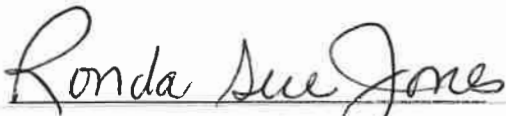
**Whereas,** The Association maintains its right to exercise self-help legal options including but not limited to the following. Any Director or Officer of the Association may act on behalf of the Association to file a claim in Justice or Civil Court, File a Notice of Covenant Violation Lien or Delinquent Assessment Lien in County Records, Seek an Abstract of Judgment for unpaid judgment in favor of the Association and file that as a lien, or delegate the filing and/or release of liens to the manager. All fees associated with administrative expenses, filing fees, court cost, etc. will be charged to the owner's account.

**Now Therefore, it is Resolved that** this Fine and Enforcement Policy replaces and supersedes all prior practices, policies, and resolutions concerning enforcement of the restrictive covenants and is effective after adoption by a majority of the Board of Directors at a regular meeting on June 9, 2015 and filing of record in Dallas County Property Records, unless revoked, revised, restated, or amended.

In Witness Whereof, the undersigned, both being Directors and Officers of the Association have executed this resolution the 9<sup>th</sup> day of June, 2015.



Patricia Arnold, Director and President of the Board



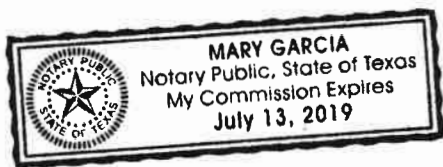
Ronda Sue Jones, Director and Secretary/Treasurer of the Board

## Notary's Acknowledgment

On this 9<sup>th</sup> day of June, 2015 before me personally appeared Patricia Arnold and Ronda Jones, to me known to be the persons described in and who executed the foregoing instrument and acknowledged to me that he/she executed the same as his/her free act and deed.

Mary Garcia

Notary Public in and for the State of Texas



Filed and Recorded  
Official Public Records  
John F. Warren, County Clerk  
Dallas County, TEXAS  
09/21/2015 02:42:18 PM  
\$34.00



*[Handwritten signature]*

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