

Mary Louise Garcia
AFTER RECORDING, PLEASE RETURN TO:
Mary Louise Garcia

PGS 17 \$80.00
Submitter: ACS

Judd A. Austin, Jr.
Henry Oddo Austin & Fletcher, P.C.
1700 Pacific Avenue
Suite 2700
Dallas, Texas 75201

**FIRST SUPPLEMENTAL CERTIFICATE AND MEMORANDUM
OF RECORDING OF ASSOCIATION DOCUMENTS FOR
MARSHALL RIDGE HOMEOWNERS' ASSOCIATION, INC.**

STATE OF TEXAS §
 §
COUNTY OF TARRANT §

The undersigned, as attorney for Marshall Ridge Homeowners' Association, Inc., for the purpose of complying with Section 202.006 of the Texas Property Code and to provide public notice of the following dedicatory instruments affecting the owners of property described on Exhibit B attached hereto, hereby states that the dedicatory instruments attached hereto are true and correct copies of the following:

1. *Marshall Ridge Homeowners' Association, Inc. Guidelines for Religious Displays* (Exhibit A-1);
2. *Marshall Ridge Homeowners' Association, Inc. Guidelines for the Installation and Display of Flags and Flagpoles* (Exhibit A-2);
3. *Marshall Ridge Homeowners' Association, Inc. Guidelines for Solar Energy Panels and Certain Roofing Materials* (Exhibit A-3);
4. *Marshall Ridge Homeowners' Association, Inc. Guidelines for Rain Barrels/Collection Devices* (Exhibit A-4);

5. ***Marshall Ridge Homeowners' Association, Inc. Records Retention and Production Policy*** (Exhibit A-5);
6. ***Marshall Ridge Homeowners' Association, Inc. Payment Plan Policy*** (Exhibit A-6);
7. ***Marshall Ridge Homeowners' Association, Inc. Waiver Policy*** (Exhibit A-7); and
8. ***Marshall Ridge Homeowners' Association, Inc. Authority of Management to Act*** (Exhibit A-8).

All persons or entities holding an interest in and to any portion of Property are subject to the foregoing dedicatory instruments.

IN WITNESS WHEREOF, Marshall Ridge Homeowners' Association, Inc. has caused this First Supplemental Certificate and Memorandum of Recording of Association Documents to be filed with the office of the Tarrant County Clerk and supplements that certain Certificate and Memorandum of Recording of Association Documents filed on December 6, 2011, as Instrument Number D211293523 in the Official Public Records of Tarrant County, Texas.

**MARSHALL RIDGE
HOMEOWNERS' ASSOCIATION, INC.**

By: 
Its: Attorney

STATE OF TEXAS §
 §
COUNTY OF DALLAS §

BEFORE ME, the undersigned Notary Public, on this day personally appeared Vinay B. Patel, attorney for Marshall Ridge Homeowners' Association, Inc., known to me to be the person whose name is subscribed on the foregoing instrument and acknowledged to me that he executed the same for the purposes therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND AFFIRMED SEAL OF OFFICE on this 7th day of December, 2011.



Kelley Tidwell

Notary Public, State of Texas

MARSHALL RIDGE HOMEOWNERS' ASSOCIATION, INC.

Guidelines for Religious Displays

The association, in accordance with State law, will permit owners to display religious items exclusively on the entry to the owners' dwelling, specifically the entry door or door frame, however:

An owner may not exploit this law to use a material or color for an entry door that is prohibited by the association's governing documents.

The display of a religious item(s) may not exceed a total of 25 square inches

The association may prohibit the display of religious items if it/they:

- display obviously offensive language or graphics
- violate deed restrictions that do not conflict with this statute
- is/are in a location other than the entry door or frame

The association will not permit religious items to be displayed that pose any threat to public safety or health.

MARSHALL RIDGE HOMEOWNERS' ASSOCIATION, INC.

**Guidelines for the Installation and Display
of Flags and Flagpoles**

1. The only flags which may be displayed are: (i) the flag of the United States of America; (ii) the flag of the State of Texas; and (iii) an official or replica flag of any branch of the United States armed forces. No other types of flags, pennants, banners, kits or similar types of displays are permitted on a Lot if the display is visible from a street or Common Area.
2. The flag of the United States must be displayed in accordance with 4 U.S.C Sections 5-10.
3. The flag of the State of Texas must be displayed in accordance with Chapter 3100 of the Texas Government Code.
4. Any freestanding flagpole, or flagpole attached to a dwelling, shall be constructed of permanent, long-lasting materials. The materials used for the flagpole shall be harmonious with the dwelling and have a finish appropriate to the materials used in the construction of the flagpole. The materials used for the flagpole shall have a brown or silver finish with a silver or gold ball at the top. The diameter of the flagpole may not exceed six inches).
5. The display of a flag, or the location and construction of the supporting flagpole, shall comply with applicable zoning ordinances, easements, and setbacks of record.
6. A displayed flag, and the flagpole on which it is flown, shall be maintained in good condition at all times. Any flag that is deteriorated must be replaced or removed. Any flagpole that is structurally unsafe or deteriorated shall be repaired, replaced, or removed.
7. Only one flagpole will be allowed per Lot. A flagpole can either be securely attached to the face of the dwelling (no other structure) or be a freestanding flagpole. A flagpole attached to the dwelling may not exceed 6 feet in length. A freestanding flagpole may not exceed 15 feet in height. Any freestanding flagpole must be located in either the front yard or backyard of a Lot, and there must be a distance of at least 5 feet between the flagpole and the property line.
8. Any flag flown or displayed on a freestanding flagpole may be no smaller than 3' x 5' and no larger than 4' x 6'.
9. Any flag flown or displayed on a flagpole attached to the dwelling may be no larger than 3 x 5.
10. Any freestanding flagpole must be equipped to minimize halyard noise. The preferred method is through the use of an internal halyard system. Alternatively, swivel snap

hooks must be covered or "Quiet Halyard" Flag snaps installed. Neighbor complaints of noisy halyards are a basis to have a flag removed until the Owner resolves the noise complaint.

11. The illumination of a flag is allowed so long as it does not create a disturbance to other residents in the community. Solar powered, pole mounted light fixtures are preferred as opposed to ground mounted light fixtures. Compliance with all municipal requirements for electrical ground mounted installations must be certified by the Owner. Flag illumination may not shine into another dwelling. Neighbor complaints regarding flag illumination are a basis to prohibit further illumination until the Owner resolves complaint.
12. Flagpoles shall not be installed in Common Area or property maintained by the Association.
13. All flagpole installations must receive prior written approval from Architectural Review Committee or the Modifications Committee.

These Design Guidelines are promulgated pursuant to and in accordance with Section 202.0011 of the Texas Property Code.

MARSHALL RIDGE HOMEOWNERS' ASSOCIATION, INC.

Guidelines for Solar Energy Panels and Certain Roofing Materials

For purposes of the Association, the term "Solar Energy Panel" means a panel device or system designed primarily to collect solar energy, and collect and subsequently use solar energy as thermal, mechanical, or electrical energy. Solar energy panels may not be installed without prior written approval of the Architectural Control Committee (ACC).

The installation of Solar Energy Panels will not be allowed if:

- (i) in violation of any law
- (ii) on property owned or maintained by the Association
- (iii) in common areas
- (iv) located anywhere but on the owner's roof or in his/her fenced-yard or patio
- (v) the device extends beyond the roofline or does not conform to certain allowed design guidelines
- (vi) it is taller than the fence line
- (vii) it is installed in a manner that voids material warranties
- (viii) it is installed without prior approval by the Association or its designated Architectural Control Committee and/or
- (ix) the device would "substantially interfere with the use and enjoyment of land by causing unreasonable discomfort or annoyance to persons of ordinary sensibilities." However, this finding will be reconsidered by the Association or its designated Architectural Control Committee if the owner obtains written approval of the installation from all neighboring owners.

The intent of this restriction is to allow the installation of Solar Energy Panels but to maintain, to the greatest extent possible, the aesthetics of the community and the harmony established by the plan of development for the Association.

Certain Roofing Materials: Shingles that are designed primarily to (i) resist wind and hail, (ii) provide heating/cooling efficiency greater than ordinary composite shingles, or (iii) generate solar energy may be installed with prior written approval of the ACC so long as the shingles aesthetically resemble approved shingles within the Association, are more durable or of better quality than "normal" shingles allowed within the subdivision, and aesthetically match the owner's and surrounding properties.

ADDITIONAL RESTRICTIONS:

- In all circumstances where roof installation is contemplated, Solar Energy Panels shall conform to the slope of the roof and the top edge of the Solar Energy Panel shall be parallel to the roof ridge.
- Solar Energy Panel frames, support brackets, or any visible piping or wiring must be of a silver, bronze or black tone, whichever blends most effectively with the roof.
- Color or finish of the panel must blend to the greatest extent possible with existing roof color.

MARSHALL RIDGE HOMEOWNERS' ASSOCIATION, INC. Guidelines for Rain Barrels/Collection Devices

The association, in accordance with State law, will permit owners to install rain barrels/collection devices if they meet architectural requirements as outlined by the association. However, the following also applies:

The association prohibits owners from installing rain barrels/collection devices on any common area or property owned by the association.

The association will prohibit owners from installing rain barrels/collection devices on an owner's property between the front building line and the street.

General Considerations

Rain barrels/collection devices should be generally designed to be unobtrusive in location and appearance and must not cause drainage problems to the property or its neighbors.

The location should take advantage of screening provided by existing or proposed structures and/or vegetation.

The installation of rain barrels/collection devices in attached housing shall be in accordance with the approved project standards established by the association for location, color, screening, etc.

Specific Guidelines

1. The preferred location is in the rear or side yard (if behind their fence); rain barrels/collection devices are prohibited in front yards.
2. The rain barrel/collection device must be installed at the base of an existing downspout. Only one rain barrel/collection device may be installed per downspout.
3. The overflow from the rain barrel/collection device shall discharge to the same location as the current downspout.
4. The size of a rain barrel/collection device bin is generally limited to 48" in height and 36" in diameter.
5. The container must be designed for the purpose of collecting rainwater; a converted trash can is not an acceptable alternative.
6. The bin must be sturdily constructed of durable plastic in black, brown, green, simulated wood with a screened cover and a splash block provided for the overflow.
7. Other colors which are consistent with the trim, siding or overall color scheme of the home will be reviewed on a case by case basis.
8. The rain barrel/collection device should be set into a landscaped area, so that its appearance will be softened by plant material. Additional landscaping or screening may be required to diminish the visual impact on other properties or from the street.
9. The rain barrel/collection device should be an enclosed device to avoid becoming a breeding ground for mosquitoes and maintained so that it does not create a visual nuisance.

Submission Requirements

Homeowners are required to submit for consideration:

A copy of the existing site plan showing the location of the house, any accessory structures, significant vegetation, property lines, and the proposed location of the rain barrel/collection device.

A catalog photograph or manufacturer's "cut sheet" of the rain barrel/collection device, including dimensions, material, and color.

A planting plan indicating the type and location of vegetation or other screening, existing or proposed.

- Panels, mounting devices, etc. must be repaired or replaced within 120 days of date of damage.
- Ground mounted system(s) shall be as small as possible, located in rear or side yards and screened from neighboring properties by fencing or landscaping.
- No Solar Energy Panels may be placed on the front elevation of the home.
- A copy of the existing site plan showing the house and any accessory structures, significant vegetation, property lines and the proposed location of the Solar Energy Panels.
- A drawing or photographs showing the proposed location of the Solar Energy Panels and description of any visible auxiliary equipment.
- Catalog photographs or manufacturer's "cut sheets" of all components including dimensions, colors, materials, etc.
- Plans of proposed landscaping or screening for ground mounted Solar Energy Panels.

MARSHALL RIDGE HOMEOWNERS' ASSOCIATION, INC.

**Records Retention and Production Policy
Effective January 1, 2012**

The Association, in accordance with State law, will retain and produce records as detailed below.

Retention of Records

The Association will maintain records in the following categories for the duration stated for each category:

<u>Category</u>	<u>Retention Period</u>
Account Records of Current Owners	Five (5) Years
Contracts for Terms of at Least One (1) Year	Four (4) Years after Expiration of Contract
Minutes of Owner Meetings / Board Meetings	Seven (7) Years
Tax Returns and Audits	Seven (7) Years
Financial Books and Records	Seven (7) Years
Governing Documents	Permanently

Production of Records

- Owners may have access to Association records, upon submission of a written request to the Association or its representative by certified mail to the mailing address of the Association or authorized representative as listed in the current management certificate.
- The written request must identify the records requested and indicate whether the owner wants to inspect the records or have the Association forward copies.
- The Association will respond to the written request within ten (10) business days from receipt of the request to, as appropriate:
 - (i) provide written notice of dates on which records may be inspected, or
 - (ii) provide the requested copies, or
 - (iii) provide the owner written notice that it is unable to produce the records within the ten (10) day period and provide a date, with an additional fifteen (15) business days, by which the records will be sent or made available to the owner for inspection

- Owners are responsible for the costs of producing and copying Association records in accordance with the cost schedule below. The Association will estimate the costs for producing records.
- Payment must be made in advance.

Cost Schedule

Standard Paper Copy (either 8.5" x 11" or 8.5" x 14") – ten cents (\$.10)

Oversized Paper Copy (up to 11" x 17") – fifty cents (\$.50)

Rewritable CD or Non-rewritable CD – one dollar each (\$1.00)

Programmer – twenty-eight dollars and fifty cents (\$28.50) per hour

Labor- fifteen dollars (\$15.00) per hour

Overhead – 20% of the labor and/or programmer charge

Labor charge will be applied whenever it is necessary to locate, compile, manipulate data and reproduce the requested information if the request exceeds fifty (50) pages. The Labor charge will apply regardless of the number of pages if the documents requested are in a remote storage facility.

A programmer charge will be applied if a particular request requires the service of a programmer to execute an existing program so that the requested information may be accessed and copied.

Records Confidentiality. The Association will keep certain records confidential and decline to make them available. This specifically includes:

- (i) violation histories of owners
- (ii) owners' personal financial information
- (iii) owners' contact information other than address
- (iv) association personnel files

MARSHALL RIDGE HOMEOWNERS' ASSOCIATION, INC.

Payment Plan Policy

Purpose: The purpose of this policy is to provide a uniform and consistent way to manage homeowner's requests for payment plans to address their delinquent assessments and fees due to the Association.

It is the intention of the Board of Directors to work with homeowners to satisfy their obligation to the Association.

Therefore, in an effort to assist those homeowners in the payment of their obligations to the Association, the Board of Directors has established the following policy.

Payment Plans:

- 1) The Association will allow payment plans for repayment of delinquent amounts with a minimum of three (3) months' duration.
- 2) Terms for repayment of delinquent amounts shall not exceed six (6) months.
- 3) Assessments that become due and are added to the homeowner's account during the term of the payment plan must be paid when due and payable in addition to repayment of delinquent amounts or must be addressed in the payment plan.
- 4) The Association will charge a fee to negotiate, establish and initiate a payment plan for the owners' delinquent balance and charge a monthly fee to administer the plan for the duration of the payment plan.
- 5) The plan must include the total debt owed to the Association, including late fees, interest, fines and other collection costs.
- 6) There shall be no waiver of any charges on the homeowner's account unless the owner submits a request for consideration of a full or partial waiver in accordance with the Association's recorded Waiver Policy.
- 7) An owner is not eligible for a payment plan during the two (2) year period following the date an owner defaulted under a prior payment plan.
- 8) Interest on the unpaid balance on the homeowner's account will be (suspended) during the payment plan.
- 9) The plan must contain a schedule setting forth the date that each payment will be made and the exact amount of each payment to be made.
- 10) Payment plans approved after the account has been turned over to the Association's attorney for collection must be paid in certified funds.
- 11) Payment plans approved after notice has been given to a homeowner that the property is in foreclosure must include a minimum amount established by the Board of Directors in the individual payment plan request and the initial payment must be received on or before the deadline established by the Association's attorney.

Settlements:

The Board of Directors will consider offers to settle an account once the homeowner is at the foreclosure stage. Settlements must be paid in certified funds and are subject to the deadlines established by the Association's attorney.

Default:

The Board of Directors shall herein establish criteria for determining what constitutes "default" on payment plans.

"Default" may include one or all of the following:

- 1) Failure of an owner to make a payment by the proposed date in accordance with the approved payment plan.
- 2) Failure of an owner to make the full amount of a payment as stated in the approved payment plan.
- 3) Failure of an owner to make a timely payment of any additional assessments that come due during the term of the payment plan.

Should the homeowner default on a payment plan:

- 1) The Board of Directors, at their sole discretion, reserves the right to add suspended interest from the date the plan was approved.
- 2) The Board of Directors, at their sole discretion, can declare the outstanding balance due and payable immediately in certified funds.
- 3) The Board of Directors reserves the right to proceed with appropriate collection measures in accordance with the Association's Collection Policy in order to secure payment of amounts due to the Association.

Priority of Payments:

Except as otherwise provided for and authorized by law, the Association will apply partial payments from owners in accordance with state statute, in other words, in the following order:

- 1) Delinquent assessments
- 2) Current assessments
- 3) Attorney fees and collection costs associated solely with delinquent assessments, and any other charge that could provide the basis for foreclosure
- 4) Other attorney fees not associated with the collection of assessments
- 5) Fines
- 6) Other amounts owed the Association which are unsecured

However, should an owner default on a payment plan, the Association will then apply partial payments from that owner from the date of default in the order determined by the Application of Payments policy previously filed by the Association on December 6, 2011.

MARSHALL RIDGE HOMEOWNERS' ASSOCIATION, INC.

Waiver Policy

Purpose: To establish a uniform and consistent policy to manage requests for waivers of late fees, interest and/or other charges to an owner's account incurred as a result of non-payment by the due date or grace period.

It is the intention of the Board of Directors to work with owners who have a legitimate reason for making a late payment, but not to the detriment of owners who make their payments in a timely manner.

The Board of Directors recognizes there may be extenuating circumstances that may prevent an owner from making a payment on time. Therefore, the Board will grant a waiver to any owner subject to the following conditions:

- 1) Requests for waivers shall not be granted for any out of pocket collection costs to the association i.e. demand letters, attorney's fees, collection costs or administrative costs incurred by the association for the management of the community's receivables i.e. NSF and return check charges.
- 2) Requests for waivers shall not be granted to an owner that has previously defaulted on a payment plan in the preceding two (2) years.
- 3) Requests for waivers shall not be granted to any owner that received a waiver within the preceding year.
- 4) Requests for waivers will be subject to the owner's unpaid balance being received within ten (10) business days from the date of notification or by a date mutually agreed upon by the owner and the association. If an owner is unable to abide by the terms of a conditional waiver, the waiver will be denied but the owner will be allowed to request a payment plan, if eligible, under the association's Payment Plan Policy.
- 5) In the event the conditions of a waiver are not met, the owner will not be eligible to request another waiver for a period of six (6) months or until they are again eligible for a waiver under the terms of the policy.
- 6) Each waiver shall consist of no more than one (1) late fee and associated interest, if applicable.


MARSHALL RIDGE HOMEOWNERS' ASSOCIATION, INC.

AUTHORITY OF MANAGEMENT TO ACT


The Board of Directors of Marshall Ridge Homeowners' Association, Inc. hereby authorizes and empowers SBB Management Company to perform all such acts as are reasonable necessary to implement and administer all such policies, procedures and amendments adopted by the Board of Directors without further action by the Board.

However, any deviation and/or exception to said policies, procedures and amendments adopted by the Board of Directors must be submitted to the Board for their review and approval.

This Authority of Management to Act may be revoked at any time in whole or in part at the sole discretion of the Board of Directors by written notice to SBB Management Company.

Director


Date
11/28/11

Director


Date
11/29/11

EXHIBIT B

Those tracts and parcels of real property located in the City of Keller, Tarrant County, Texas and more particularly described as follows:

- (a) All real property subject to the Declaration of Covenants, Conditions and Restrictions for Marshall Ridge, recorded under Instrument No. D208289460 in the Official Public Records of Tarrant County, Texas, including any supplements thereto and amendments thereof; and
- (b) All lots and tracts of land situated in MARSHALL RIDGE, an Addition to the City of Keller, Tarrant County, Texas, according to the Map or Plat thereof recorded in Cabinet A, Slide 13090; Cabinet A, Slides 12230 - 12236; and Cabinet A, Slides 12224 - 12226, as amended or revised and including any replats thereof, of Tarrant County, Texas.