

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

PGS 10 \$52.00

Submitter: ACS

Judd A. Austin, Jr.
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Suite 2700
Dallas, Texas 75201

**SECOND SUPPLEMENTAL CERTIFICATE AND MEMORANDUM
OF RECORDING OF DEDICATORY INSTRUMENTS FOR
MARSHALL RIDGE HOMEOWNERS' ASSOCIATION, INC.**

STATE OF TEXAS §
 §
COUNTY OF TARRANT §

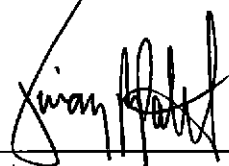
The undersigned, as attorney for Marshall Ridge Homeowners' Association, Inc., for the purpose of complying with Section 202.006 of the Texas Property Code and to provide public notice of the following dedicatory instruments affecting the owners of property described on Exhibit B attached hereto, hereby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

1. ***Marshall Ridge Homeowners' Association - ACC Bulletin No. 1: Storage Buildings*** (Exhibit A-1);
2. ***Marshall Ridge Homeowners' Association - ACC Bulletin No. 2: Gardens*** (Exhibit A-2);
3. ***Marshall Ridge Homeowners' Association - ACC Bulletin No. 3: Basketball Goals*** (Exhibit A-3); and
4. ***Marshall Ridge Homeowners' Association - Amenity Center Rules and General Request Form*** (Exhibit A-4).

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 Second Supplemental Certificate and Memorandum of Recording of Dedicatory Instruments 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, and that certain First Supplemental Certificate and Memorandum of Recording of Association Documents filed on December 7, 2011, as Instrument Number D211295374 in the Official Public Records of Tarrant County, Texas.

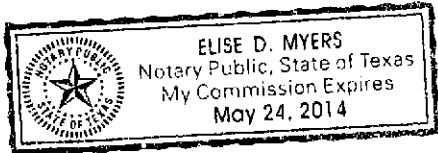
**MARSHALL RIDGE
HOMEOWNERS' ASSOCIATION, INC.**

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, 2012.





Notary Public, State of Texas

EXHIBIT A-1

**MARSHALL RIDGE
HOMEOWNERS' ASSOCIATION**

ARCHITECTURAL CONTROL COMMITTEE (ACC)

BULLETIN NO. 1

STORAGE BUILDINGS

STORAGE BUILDING (unit)

1. Buildings made from rubber, plastic or metal must be below the fence line and cannot be viewed from the street or adjoining neighbor's yards.
2. Building exterior dimensions shall be no larger than 10' x 12' with pitched roof measured from the ground. Building shall not be visible from the street immediately in front of the lot on which the unit is located. Additional review and consideration will be given to corner lots and lots that back up to greenbelt areas to assess visibility. (Additional landscape screening may be required).
3. The exterior walls of the building cannot be taller than 6 feet and the peak of the roof cannot be taller than 8 feet with a 6 foot fence and exterior walls of the building cannot be taller than 8 feet and the peak of the roof cannot be taller than 10 feet with an 8 foot fence.
4. Buildings viewed above the fence line must be made of real wood or composite siding with shingles. The shed must be painted to match the home and shingles similar to the existing shingles on the home.
5. Unit shall be situated behind the wooden and/or wrought iron privacy fence.
6. Unit shall not be placed upon any type of easement in the back yard.
7. The minimum separation between a main structure (house) and detached accessory structure shall be 6'.
8. Building must be positioned at least 5 feet off the property line per City of Keller Code Requirements.
9. A storage building is considered an improvement to the lot and falls under the jurisdiction of the City of Keller.

These conditions are a guide for review by the Architectural Control Committee. The ACC may grant minor variances from these conditions or impose additional(s) on a case-by-case basis. Prior to beginning any exterior modification it is a requirement to submit an ACC application for approval.

MARSHALL RIDGE
HOMEOWNERS' ASSOCIATION

ARCHITECTURAL CONTROL COMMITTEE (ACC)

BULLETIN NO. 2

GARDENS

GARDENS

1. Vegetative screen (i.e.: Photinia, Wax Myrtles, Hollies) must be present to shield the view of the garden from the street, walk-way or green belt at all times. **This applies to yards with wrought iron fences.**
2. Gardens will be permitted behind fenced areas and cannot exceed more than 10% of total fenced in area of the backyard.
3. All gardens must **not** be in view of the street, side-walks, path ways or green belt.

These conditions are a guide for review by the Architectural Control Committee. The ACC may grant minor variances from these conditions or impose additional(s) on a case-by-case basis. Prior to beginning any exterior modification it is a requirement to submit an ACC application for approval.

MARSHALL RIDGE
HOMEOWNERS' ASSOCIATION

ARCHITECTURAL CONTROL COMMITTEE (ACC)

BULLETIN NO. 3

BASKETBALL GOALS

Pole-style basketball goals will be allowed on the property provided they comply with the following requirements:

1. Goals may not be placed in a location that causes play to overflow into the street.
2. Goals cannot block the sidewalk nor be placed closer than 8' from the sidewalk.
3. Goals may not be placed in the street or a cul-de-sac **at any time.**
4. Goal must be kept in good condition at all times:
 - a. Nets replaced when tattered
 - b. Poles painted as needed
 - c. Backboards not missing, broken or cracked
 - d. Base not piled with rocks, bricks or sandbags
 - e. Base placed in grass must be edged at all times
 - f. Portable basketball goals must be stored from street view when not in use.
 - g. A basketball goal can not be attached to the house

If at any time a basketball goal becomes unsightly or does not comply with the above mentioned guidelines, you will be required by the ACC to make the necessary adjustments or remove the goal from your property, determination of which will be made at the sole discretion of the ACC.

These conditions are a guide for review by the Architectural Control Committee. The ACC may grant minor variances from these conditions or impose additional(s) on a case-by-case basis. Prior to beginning any exterior modification it is a requirement to submit an ACC application for approval.

Marshall Ridge Homeowners' Association, Inc.

Professionally Managed by SBB Management Company, AAMC®

Amenity Center Rules and General Request Form New fees apply as of January 1, 2013

The Marshall Ridge Amenity Center is available for rental by the homeowners of the Marshall Ridge Community. Reservations can be made by contacting the Community Association Management office at 817-482-1547 ext. 470.

PLEASE NOTE THE FOLLOWING:

- Reservation dates will be on a first-come, first-serve basis. Reservations will be confirmed upon receipt of payment and signed contract.
- All rentals are subject to the *Rental Use Fee*, and a *Cleaning Deposit*.
- A \$25 return check fee will be assessed to the homeowner for all returned checks.

The fees are:

- \$150.00 Refundable Cleaning Deposit
- \$175.00 Rental Use Fee – Entire day
- \$125.00 Rental Use Fee – After 4:00 pm
- \$ 75.00 Rental Use Fee – Before 4:00 pm

NOTE: Pool facility will NOT be closed to the homeowners at anytime during a function. The pool cannot be reserved for private parties. Only the amenity center may be rented and reserved for private parties, where occupancy shall not exceed 40 people.

Homeowner Name: _____

Address: _____

Contact Info: Home: _____

Cell: _____

Email: _____

Reservation date: _____ Times of use: _____

Type of event: _____

*The Association reserves the right to cancel a reservation in the event that any venue suffers damage or system failure that cannot be corrected prior to the reservation date scheduled. Such a cancellation by the Association will result in a full refund of both Rental Use Fee and Cleaning Fee Deposit to the homeowner.

Damages: Lessee shall pay the Association for all damages caused by the Lessee and/or Lessee's caterer, agents, employees or any of the invitees of Lessee, or any persons attending a function sponsored by Lessee, to building, grounds and equipment. *Damage to property is unlimited liability to the amount of actual damage & can be accessed against the homeowner's account.*

Initial _____

Date _____

Marshall Ridge Homeowners' Association, Inc.

Professionally Managed by SBB Management Company, AAMC®

Amenity Center Rental Agreement

This contract and agreement is made and entered into this day of _____ 20__ by and between Marshall Ridge Homeowners' Association, Inc., (hereinafter referred to as the "Association" or "Lessor") and the person, persons, or organization named previously (hereinafter referred to as "Lessee").

WITNESSETH: For the consideration hereinafter set out, Marshall Ridge does hereby rent to Lessee that part of the Marshall Ridge Amenity Center as set forth in the Rules and General Request Form attached hereto, subject to the following terms and conditions:

This Rental Agreement shall be restricted to the dates, times and purposes specified in the General Request Form. The use of the premises is subject to the following provisions:

Rental Fee: The Rental Fee shall include the use of designated Marshall Ridge facilities only. Reasonable cleaning of the facilities after the event is the responsibility of the Lessee. A Rental Use Fee and a Cleaning Fee Deposit are required at time of booking. Additional staff and/or security needed for event will be paid for by Lessee.

Payment: Lessee will pay the balance due by certified check, money order, or personal check (unless other arrangements are made in advance with the Association) 30 days prior to the event. If payment is not made according to the Rental Agreement, Lessee shall not be permitted to use the facilities.

RELEASE, HOLD HARMLESS AND INDEMNITY: LESSEE HEREBY RELEASES, HOLDS HARMLESS AND INDEMNIFIES THE ASSOCIATION AND DECLARANT INCLUDING, BUT NOT LIMITED TO ALL ASSOCIATION AND DECLARANT OFFICERS, AGENTS, EMPLOYEES, VENDORS, SUBCONTRACTORS OR TRUSTEES FROM ANY AND ALL LOSS, CLAIM, PERSONAL INJURY, DEATH, DAMAGE, DEMAND, LIABILITY, SUITS, CAUSE OF ACTION, EXPENSE AND COST, INCLUDING COURT COSTS, REASONABLE ATTORNEY FEES, COSTS OF DEFENSE AND/OR SETTLEMENT ARISING DIRECTLY OR INDIRECTLY FROM:

A. LESSEES ENTRY ONTO OR USE OF THE PROPERTY OR ANY LICENSE, PRIVILEGE, ACTIVITY OR SERVICE PERTAINING THERETO; AND/OR

B. ANY ACT, OMISSION, NEGLIGENCE, NEGLIGENCE PER SE, MISREPRESENTATION, BREACH OF CONTRACT, STRICT LIABILITY OR ACTS UNDER THE TEXAS DECEPTIVE TRADE PRACTICES ACT (DTPA) OF THE ASSOCIATION AND DECLARANT OR THE ASSOCIATION AND DECLARANT OFFICERS, AGENTS, EMPLOYEES, VENDORS, SUBCONTRACTORS OR TRUSTEES.

Compliance with Laws: Lessee, its guests, invitees, employees, and agents shall comply with all Association, municipal, state and federal laws and rules and regulations of the applicable regulatory agencies, while using the facilities of the Association.

Marshall Ridge Homeowners' Association, Inc.

Professionally Managed by SBB Management Company, AAMC®

Planning: Setup for an event can only begin at the time designated on the Rules and General Request Form and not before. This applies to all vendors: caterers, florists, photographers, musicians, and rental companies.

Restricted Use: Lessee shall use only the facilities and equipment as approved by the Association as listed on the Rules and General Request Form and as approved by the Association. No other space, interior or exterior, will be used without the consent of the Association Board of Directors.

Decoration and Cleaning Supplies: All decorations are subject to approval and are restricted exclusively to the rental space and date contracted for in the Rental Agreement. Mops, brooms and cleaning supplies must be provided by the Lessee.

Other Restrictions: No glass containers or dishes may be used in either the cabana or the pool area. **Smoking will not be permitted inside the facility, and burning of candles is strictly prohibited. Sparklers, fireworks, or any open-flame lighting device that will be staked into the ground will also not be prohibited.** No defacing or climbing on the exterior fences will be allowed. **Children, 14 years of age and under, must be accompanied by an adult in the pool area at all times.**

Use of Alcohol: Lessee shall NOT have the right to serve alcoholic beverages.

Emergency exits may not be blocked at any time during an event. Exterior doors may not be propped open.

Attorney's Fees: In the event the Association requires the services of an attorney to pursue any of the remedies available under this Agreement against the Lessee, including filing of a lawsuit and Lessee is determined by a court of competent jurisdiction to be in default hereunder, the Lessee shall pay all costs and expenses, including but not limited to, reasonable attorney's fees, incurred by the Association in the enforcement of this Agreement.

Entireties: Should any clause, paragraph, sentence, or section of this Agreement be determined to be void, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions of the Agreement shall not be rendered void and unenforceable as a result but rather shall remain in full force and effect.

Amendments: No amendment or change to this Agreement shall be effective unless made in writing and signed by both parties.

Lessee shall be responsible for enforcing the guidelines and rules set forth herein, and shall promptly report to the Association any incidents, which might adversely affect the amenity center, cabana or pool. Lessee agrees to instruct any persons assisting Lessee of the rules and to instruct them to abide by the same. Anyone violating the terms of this agreement is subject to removal from the premises.

Marshall Ridge Homeowners' Association, Inc.

Professionally Managed by SBB Management Company, AAMC®

By signing the Rental Agreement, Lessee agrees that he/she has been legally notified of the fees, fines and charges under the specified conditions stated within this agreement. Lessee agrees to abide by the attached Amenity Center Rules of Usage. Lessee may request in writing a hearing before the Association within 30 days of the posting of any fee, fine or charge to the my account as a result of this rental.

Homeowner Signature

Date

Management Signature

Date

Amenity Center Rules of Usage

Homeowner agrees to:

1. 100% responsibility for the conduct of all guests attending the event.
2. Remain at the amenity facility for the duration of the rental period until all guests have departed the event.
3. Inform guests of any designated parking spots including street parking in front of the facility.
4. Be considerate of neighboring homeowners at all times.
5. Use of the facility must end at 11 p.m. unless the Board or the Manager approves a longer period of use, in which case additional conditions may be imposed.
6. Limit noise/music levels.
7. No smoking inside any facility or near the doorways.
8. No firearms allowed on the premises.
9. Notify property manager of any problems encountered and any damage to any facility, pool, equipment and/or grounds during use.
10. In the event that the property is damaged to the extent that it cannot be utilized by the homeowners, the Homeowner may, at the Board's discretion, be ineligible for any additional use of the amenity facilities.
11. Clean the amenity facility and surrounding grounds immediately following the event. The Homeowner is responsible for any damages to the facilities, and proper cleanup. Including, but not limited to tables and countertops, bagging and tying trash bags (which should be placed in the green dumpsters), removing ALL decorations placed inside and outside the center, and please sweep the floors.
12. Close, secure and recheck ALL doors. Please be sure to secure all latches/locks on the front door and back doors.
13. The Homeowner will be charged the costs of any necessary cleanup and for any and all repairs.
14. Falsification of the stated purpose of rental constitutes fraud resulting in a fine no less than \$200 assessed to the Lessee.
15. Any repair costs, fines or charges in excess of the deposit shall be posted to the homeowner's Association account and shall be due and payable immediately.

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.