

PROPERTY OWNERS ASSOCIATION OF LAKE RIDGE

CONSTRUCTION SITE POLICY

WHEREAS, Lake Ridge at Joe Pool Lake residential subdivision ("Lake Ridge") is comprised of multiple geographic areas established by the Developer as "Sections", with each such Section being subjected to and governed by its own Declaration of Covenants, Conditions and Restrictions for Lake Ridge at Joe Pool Lake (the "Declaration") as identified in that certain "Third Supplemental Certificate and Memorandum of Recording of Association Documents" recorded in the Real Property Records of Dallas County, Texas, on September 28, 2007, as Instrument No. 20070350355, and recorded in the Real Property Records of Ellis County, Texas, on September 27, 2007, as Instrument No. 0728282, which instrument is incorporated herein by reference as if set forth in full; and

WHEREAS, the Declarations for the various Sections of Lake Ridge contain the same or similar provisions, though the specific Article and/or Section number designation may differ; and

WHEREAS, the Property Owners Association of Lake Ridge (the "POALR"), a Texas non-profit corporation, is the mandatory property owners association for the multiple Sections of Lake Ridge pursuant to the Declaration for each Section; and

WHEREAS, on or about December 12, 2006, by that certain "Transfer of Control and Assignment of Developer's Rights in Restrictions" recorded in the Real Property Records of Dallas County and Ellis County, Texas, Bluegreen Southwest One, L.P., as the then-named Developer of Lake Ridge and as the Declarant or successor Declarant of the various Declarations, transferred control of the Sections identified therein to the POALR to be managed and administered by and through an owner-elected Board of Directors; and

WHEREAS, there remain Tracts (lots) within Lake Ridge on which a residential dwelling has not been constructed or on which construction is currently planned or underway; and

WHEREAS, Article VIII, Section 8.01 and Section 8.10 of the Declaration for the each Section of Lake Ridge, or the equivalent provision thereof, authorize the Board of Directors of POALR to adopt and enforce rules and regulations, fines, levies and enforcement provisions deemed necessary or desirable to further the purposes of, and to benefit, the Lake Ridge community and to enhance the attractiveness of the Lake Ridge Subdivision; and

WHEREAS, the Board of Directors has determined there is a need to establish and enforce a policy and rules for the new construction of residential dwellings and for renovation projects related to the exteriors of residential dwellings within Lake Ridge (renovation projects to the interior of residential dwellings are excluded from this policy); and



WHEREAS, the POALR has previously adopted "Mandatory Workplace Standards" for work conducted within Lake Ridge, which Mandatory Workplace Standards are attached hereto as Exhibit "A" and incorporated herein by reference as if set forth in full.

NOW, THEREFORE, IT IS RESOLVED that the following rules, procedures and practices are established by the POALR Board of Directors for the construction of, and exterior renovation projects related to, residential dwellings in the Sections of Lake Ridge for which control has been transferred from the Declarant to the owner-controlled Board of Directors and to any additional Sections that may be subjected to the jurisdiction of the POALR in the future, with the exception that this Policy does not apply to any designated SubAssociation in Lake Ridge that has adopted its own construction site and/or construction deposit related rules, procedures and practices, and this Policy does not supersede any such SubAssociation policy or rules:

1. Builder / Contractor Credentials. All Builders and General Contractors (referred to collectively in this Policy as "Builder/Contractor") must be registered with the Texas Residential Construction Commission ("TRCC") and be in good standing with TRCC during the period of construction/renovations at Lake Ridge. Verification of registry with TRCC must be provided to the POALR at the time of receipt of the Construction Deposit required by Paragraph 8 below. During the period of construction/renovations at Lake Ridge, the Builder/Contractor must post its company or business name at the work site along with its TRCC registry number. The Builder/Contractor must not have any outstanding assessments or fines owed to the POALR and must not be identified by the Cities of Cedar Hill, Grand Prairie or Midlothian as an unacceptable or problem contractor or builder. Notwithstanding the foregoing, the POALR makes no warranty or endorsement of any Builder/Contractor. The individual Owner of the Tract (lot) who retained the services of the Builder/Contractor shall be responsible for verification of the Builder/Contractor's credentials and qualifications.
2. Workplace Standards. The Workplace Standards set forth in Exhibit "A" attached hereto shall remain effective as part of this Construction Site Policy.
3. Tract Surface and Vegetation. If construction of the residential dwelling does not begin within sixty (60) days of the Owner's purchase of the Tract, the Owner is responsible for ensuring that erosion resistant vegetation or other appropriate ground cover is in place to control erosion.
4. Maintenance of Silt Fences. Prior to and during the construction or renovation of a dwelling on a Tract, wire-backed erosion/silt fences shall be erected and maintained to prevent any soils, dirt, mud or debris from flowing onto any adjacent property, street or Common Areas. Such wire-backed silt fences shall be constructed in accordance with guidelines approved by the POALR Architectural Control Committee (the "ACC") and shall be placed on the property line of any slope that is either naturally occurring or that is created by construction debris. With respect to new construction, such erosion control fences shall be maintained until the turf and landscaping materials installed with the construction of the residential dwelling are sufficient to prevent erosion of the soil, dirt or debris on the Tract. The Tract Owner shall be responsible for taking reasonable measures to ensure that no soil, dirt, mud or debris flows onto adjacent

property, streets or Common Areas. The POALR will use its best efforts to enforce the provisions contained herein regarding silt and erosion control. However, the POALR is not liable to any Owner due to any failure by another Owner or Builder/Contractor to abide by this rule or for any damage caused by erosion or silt.

5. Maintenance of Lots. All Tracts shall at all times be kept in a sanitary and attractive condition. No Tract shall be used or maintained as a dumping ground for garbage, trash, junk, construction debris or other waste matter. All trash, garbage, construction debris or waste matter shall be kept in adequate containers. Construction waste and debris shall be removed in a timely manner. Excess cement materials shall not be deposited onto empty lots. The provisions of Article III, Section 3.07 of the Declarations shall apply. No Tract shall be used for open storage of any materials whatsoever, except that new building materials may be placed upon such Tract at the time construction or renovation is commenced and may be maintained thereon for a reasonable time, so long as the construction progresses without unreasonable delay, until completion of the improvements, after which these materials shall either be removed from the Tract or stored in suitable enclosures on the Tract. No garbage, trash, wood, construction debris or other waste material of any kind shall be burned on any Tract. No adjacent Tract(s) shall be used for construction staging or as a dumping ground for rubbish.

6. Establishment of Gravel Pathway for Vehicles. It is the responsibility of the Owner of the Tract and the Owner's Builder/Contractor to construct gravel pathways on the Tract for all construction traffic driving onto the Tract and to take other appropriate measures to eliminate dirt/dust from blowing onto neighboring Tracts, streets, and Common Areas, and to eliminate the flow of mud onto neighboring Tracts, streets, and Common Areas during the construction period. The POALR is not liable to any Owner for any damage caused by the failure of another Owner or Builder/Contractor to abide by this rule. All construction traffic will drive at or below posted speed limits.

7. Notice of Violation and Enforcement. The POALR will provide written notice to both the Owner of the Tract and to the Owner's Builder/Contractor of an identified violation of this Policy. If the violation is not corrected within the time period specified in the Violation Notice, the POALR may, in addition to any other remedies available to the POALR pursuant to the applicable Declaration or other POALR policies and rules, impose a fine upon the Builder/Contractor in an amount of \$100.00 per each day that the violation continues and the POALR may undertake measures to correct the violation at the expense of the Tract Owner pursuant to this Policy.

8. Construction Deposit.

a. The Owner of a Tract shall not allow construction of a dwelling or a renovation project to the exterior of his/her residential dwelling to commence until the Owner's Builder/Contractor posts a refundable deposit of Three Thousand and No/100 Dollars (\$3,000.00) (the "Construction Deposit") with the POALR. However, the Construction Deposit is to be made by the Builder/Contractor, rather than the Tract Owner (unless the Owner of record is the Builder). The Builder/Contractor may not transfer ownership of the Construction Deposit to the Tract Owner unless authorized in writing by the POALR.

b. The Construction Deposit shall be held by the POALR as security for the repair of any Common Areas or private property damaged during the course of construction, renovation and/or landscape installation and to insure the removal of dirt and debris during construction/renovation.

c. Should the Builder/Contractor accrue any fines during the project, the amount of the fine will be deducted from the Construction Deposit. The Builder/Contractor will be required to replenish the amount deducted from the Construction Deposit within fifteen (15) days of incurring the fine or deduction or be subject to the remedies for non-payment as set forth herein. The Builder/Contractor shall replenish the Construction Deposit to the original \$3,000.00.

d. Should the Builder/Contractor fail to satisfactorily and promptly replace or repair any damage or comply with any other rule of construction adopted by the POALR, after having received a written request from the POALR to do so, the POALR may effect the repair, replacement or cleanup and deduct the expense from the Construction Deposit. If the amount of the Construction Deposit is insufficient to reimburse the POALR for the full cost of such repair, replacement or cleanup, any such deficiency shall be charged to the Builder/Contractor.

e. The POALR may deposit the Construction Deposit funds into an account belonging to the POALR. Any interest accrued shall be the property of the Builder/Contractor.

f. When all construction is complete, including landscaping, the Builder/Contractor must request a compliance inspection by the POALR. The POALR will assign an appropriate representative to inspect the project for compliance with the approved plans. If the site is in compliance, the POALR will return the Construction Deposit and any accrued interest to the Builder/Contractor and provide the Tract Owner with certificate stating that the project is in compliance. If the site is not in compliance, the POALR will submit a letter to the Tract Owner and to the Builder/Contractor identifying the deviations from the approved plans. The Tract Owner and the Builder/Contractor shall submit a written plan and schedule for bringing the property into compliance. At the sole discretion of the POALR Board of Directors and/or Architectural Control Committee, a variance may be granted. Any unapproved deviation from plans approved by the POALR may result in fines.

g. If the Tract Owner changes his/her Builder/Contractor after the Construction Deposit is submitted to the POALR, the Construction Deposit and any accrued interest will be returned to the Builder/Contractor that submitted the deposit upon written notification to the POALR by either the Builder/Contractor or the Tract Owner. The Tract Owner shall be responsible for ensuring that his/her new Builder/Contractor submits the required Construction Deposit. Should the Tract Owner fail to do so, the Tract Owner will be responsible for any charges or fines that would otherwise be assessed against the Builder/Contractor under this Policy.

h. The Construction Deposit will not apply to construction that has been approved by the POALR prior to the date of adoption of this Construction Site Policy.

IT IS FURTHER RESOLVED that this Construction Site Policy supplements any Architectural Control Committee guidelines or standards with respect to new construction on Tracts and exterior renovation projects, and it is effective upon adoption hereof, to remain in force and effect until revoked, modified or amended. In addition, this Construction Site Policy is in addition to the restrictions set forth in the applicable Declaration, as may be amended or supplemented from time to time.

IT IS FURTHER RESOLVED that this Construction Site Policy supplements, and is deemed to be in addition to, any policy or resolution for recovering costs and/or expenses incurred by the POALR for enforcing the Declarations and for enforcing the POALR policies, rules and regulations.

IT IS FURTHER RESOLVED that the foregoing is effective upon adoption hereof, to remain in force and effect until revoked, modified or amended.

This is to certify that the foregoing was adopted by the Board of Directors at a meeting of same on April 5, 2008, and has not been modified, rescinded or revoked.

DATE: April 14, 2008

Jennifer Zick
Secretary
Property Owners Association of Lake Ridge

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NOTICE TO ALL CONTRACTORS

All contractors are required to follow these Mandatory Workplace Standards for all work conducted within this Lake Ridge POA Community.

1. Lake Ridge POA Community is a "Clean Site"

All contractors are required to maintain plans and on-site controls for the following:

- No construction prior to ACC Approval
- Culvert installed prior to construction – see CC&R's
- Erosion control fencing properly installed at all times during construction
- Garbage and Litter (Dumpster required at all times and emptied as necessary)
- Porte John (Required at all times and placed on construction site not adjacent lots)
- Construction Waste & Debris removed in a timely manner
- Builder Signs no Larger than 36" x 36"
- Gravel Driveway laid to prevent mud from getting into street
- Mud must be removed from street
- No Sub-Contractor Signs Permitted
- No access to construction area through adjoining property without owner's prior written approval and all damages that occur must be repaired at no cost to that owner and restored back to the original condition of lot
- Cement will not be dumped on empty lots

Contractors are required to continuously abide by these workplace standards in order to work on the Lake Ridge POA Community. Daily inspections are conducted by the POA. Violations are subject to fines and/or dismissal from the project.

Thank you,
POA of Lake Ridge

Builder's or Owner Signature

Date

Section # Lot#

Received By Date



FILED AND RECORDED



OFFICIAL PUBLIC RECORDS

A handwritten signature in black ink, appearing to read "John F. Warren".

John F. Warren, County Clerk
Dallas County TEXAS

April 23, 2008 01:32:12 PM
FEE: \$88.00

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