

AFTER RECORDING, PLEASE RETURN TO:

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

**SECOND SUPPLEMENTAL
CERTIFICATE AND MEMORANDUM OF RECORDING OF
DEDICATORY INSTRUMENTS
FOR
THE HILLS OF LAKE RIDGE
PROPERTY OWNERS ASSOCIATION**

STATE OF TEXAS §
 §
COUNTY OF DALLAS §

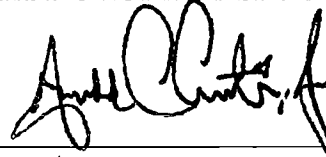
The undersigned, as attorney for The Hills at Lake Ridge Property Owners Association, for the purpose of complying with Section 202.006 of the Texas Property Code and to provide public notice of the following dedicatory instrument affecting the owners of property described on Exhibit B attached hereto, hereby states that the dedicatory instrument attached hereto is a true and correct copy of the following:

- ***Covenant Enforcement and Fine Policy for The Hills of Lake Ridge Property Owners Association*** (Exhibit A).

All persons or entities holding an interest in and to any portion of property described on Exhibit B attached hereto are subject to the foregoing dedicatory instrument. The attached dedicatory instrument replaces and supersedes all previously recorded dedicatory instruments addressing the same subject matter and shall remain in force and effect until revoked, modified or amended by the Board of Directors.

IN WITNESS WHEREOF, The Hills at Lake Ridge Property Owners Association has caused this Second Supplemental Certificate and Memorandum of Recording of Dedicatory Instruments to be filed with the Office of the Dallas County Clerk, and serves to supplement, only to the extent that necessary, that certain First Supplemental Certificate and Memorandum of Recording of Dedicatory Instruments recorded in Volume 2002122, Page 795 of the Official Public Records of Dallas County, Texas. The dedicatory instrument attached hereto as Exhibit A serves to replace that certain dedicatory instrument filing by The Hills of Lake Ridge Property Owners Association recorded in Volume 20020075, Page 1553of the Official Public Records of Dallas County, Texas.

**THE HILLS OF LAKE RIDGE
PROPERTY OWNERS ASSOCIATION**

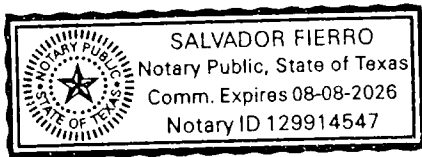


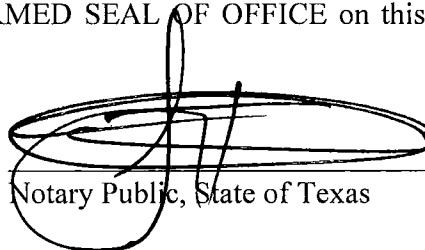
By: _____
Its: Attorney

STATE OF TEXAS §
 §
COUNTY OF DALLAS §

BEFORE ME, the undersigned Notary Public, on this day personally appeared Judd A. Austin, Jr., attorney for The Hills at Lake Ridge Property Owners Association, 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 5th day of January, 2024.





Notary Public, State of Texas

Exhibit A

COVENANT ENFORCEMENT AND FINE POLICY

FOR

THE HILLS OF LAKE RIDGE PROPERTY

OWNERS ASSOCIATION

STATE OF TEXAS §
 §
COUNTY OF DALLAS §

WHEREAS, the Declaration of Covenants, Conditions and Restrictions for The Hills of Lake Ridge at Joe Pool Lake, Section 7, Phase II (The Hills), as amended (collectively, the “*Declaration*”) is filed in the Official Public Records of Dallas County, Texas. Article X, Sections 10.10 and 10.11 of the Declaration authorize the Board of Directors of The Hills of Lake Ridge Property Owners Association to adopt and enforce rules and regulations, fines, levies and enforcement provisions deemed necessary or desirable for the operation of The Hills at Lake Ridge subdivision; and

WHEREAS, the Board of Directors (“*Board*”) of The Hills of Lake Ridge Property Owners Association, a Texas non-profit association (“*Association*”), is empowered to govern the affairs of the Association pursuant to the Declaration, the Bylaws of the Association (“*Bylaws*”), and the Texas Business Organizations Code; and

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

WHEREAS, pursuant to authority set forth in the Declaration and Bylaws, the Association, acting by and through the Board, has the authority and the power to enforce the provisions of the Declaration through several means including establishing and imposing reasonable monetary fines or penalties for the violation of the Association’s dedicatory instruments, including, but not limited to, the Declaration, the Bylaws, the Design Guidelines, rules and regulations, policies, or resolutions (collectively, the “*Governing Documents*”); and

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

WHEREAS, the Board has and does hereby find the need to revise rules, regulations, and procedures for the enforcement of the restrictions contained in the Governing Documents as necessary to comply with recent changes to the Texas Property Code for the enforcement of the Governing Documents and for the levying of fines against violating owners and for the elimination of violations which may be found to exist within the Property.

NOW, THEREFORE, IT IS RESOLVED that the following procedures and practices are established for the enforcement of the Governing Documents and for the elimination of violations found to exist in, on and about the Tracts within The Hills at Lake Ridge subdivision (hereinafter referred to as the “*Enforcement Policy*”).

1. Establishment of a Violation.

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

b. Failure to Abide by the Governing Documents.

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

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

c. Common Violations. A representative sample of violations are outlined in Exhibit 1 attached hereto, entitled “Lake Ridge Curable Violations.” This is not an exhaustive list of Violations.

2. Notification.

a. Initial Notice (Courtesy Notice). The Association reserves the right, in its sole and absolute discretion due to the severity of the violation, to forego sending the initial/courtesy notice as provided in this Paragraph 2 a and proceed immediately with the notice of violation as provided herein. Subject to the foregoing, upon verification of the existence of a Violation by the Association or management company representative (“*Management*”) of the Association, the Association may send to the Owner a written notice of the existence of the Violation (“*Initial/Courtesy Notice*”). The Initial Notice will be sent via first class mail and, if the Association has an e-mail address for the Owner, a copy of the Initial Notice may also be sent by e-mail (in lieu of or in addition to regular mail). The Initial/Courtesy Notice will generally inform the Owner of the following:

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

- (ii) What needs to be done to cure the Violation, and provide notice that the Violation must be cured within ten (10) days^{1,2} of the date of the Initial/Courtesy Notice to avoid further enforcement measures; and
- (iii) A statement that if the Violation has already been cured, remedied, corrected, or plans and specifications for the subject improvement have been submitted to the ACC, to disregard the notice.

The Association may, but is under no obligation, send one (1) or more Initial/Courtesy Notice(s).

b. Notice of Violation. The Association reserves the right, in its sole and absolute discretion due to the severity of the violation, to forego sending the Initial/Courtesy Notice and proceed immediately with the notice of violation as provided herein. Subject to the foregoing, if the Owner has (i) failed to submit plans and specifications for the offending improvement or modification to the ACC, or the ACC has denied the approval of plans and specifications initially submitted, and/or (ii) the Violation is continuing, then no earlier than ten (10) days from the date of the Initial/Courtesy Notice (if one is sent), the Association shall send to the Owner written notice (“*Notice of Violation*”) informing the Owner of the following:

- (i) The nature, description, and location of the Violation and notification that if the Violation is corrected or eliminated within a period not to exceed thirty (30) days from the date of the Notice of Violation, no further action will be taken; and
- (ii) Notification that if the Violation is not corrected or eliminated by the time period specified in the Notice of Violation, any attorney’s fees incurred by the Association in eliminating or abating the Violation, and any violation fines imposed as determined by the Board, shall be charged to the Owner’s account; and
- (iii) Notification of the proposed sanction to be imposed and amount due the Association, if any, and a brief description of what needs to be done to cure the Violation; and
- (iv) If necessary, work on any improvement not designed to cure the Violation must cease immediately and may not resume without the prior written approval of the ACC; and
- (v) Failure to remedy the Violation or cease work on any unauthorized improvement will result in the Association electing to pursue any one or more of the remedies available to the Association under the Governing Documents or this Enforcement Policy; and

1 For purposes of this Enforcement Policy, the term “days” shall mean calendar days.

2 The Board may require certain Violations be cured within three (3) days from the date of the letter.

- (vi) “You may have special rights or relief related to the enforcement action under Federal law, including the Servicemembers Civil Relief Act (50 U.S.C. App. Section 501 et seq.), if the property owner is serving on active military duty;” and
- (vii) Advise the Owner that he or she has the right to make a written request for a hearing on or before the thirtieth (30th) day after the Notice of Violation is mailed. The hearing, if one is requested in a timely manner, will be held before the Board.

A curable Violation is one which can be remedied by affirmative action or is a continuous condition which can be cured by properly addressing the condition (“*Curable Violations*”). The following are examples of Curable Violations: (1) a parking violation; (2) a maintenance violation; (3) the failure to construct improvements or modifications in accordance with approved plans and specifications; and (4) an ongoing noise violation such as a barking dog.

In the event the Violation is deemed to be an incurable violation or violation posing a threat to health or safety, the Association is not required by law to provide an opportunity to cure and may impose fine following a hearing, if one is requested, and if not requested, thirty (30) days from the date of the Notice of Violation. A Violation which has occurred is deemed incurable if determined by the Board, in its sole and absolute discretion, not to be a continuous action or a condition capable of being remedied by affirmative action (“*Incurable Violation*”). A Violation which has occurred is also deemed incurable where determined by the Board, in its sole and absolute discretion, to materially affect the physical health or safety of an ordinary resident. The following are examples of Incurable Violations: (1) shooting fireworks or unlawfully discharging a firearm; (2) an act constituting a threat to health or safety; (3) a noise violation that is not ongoing; (4) damaging Association property, including the removal or alteration of landscape; and (5) holding a garage sale or other event prohibited by a dedicatory instrument.

The Notice of Violation shall be sent to the Owner by certified mail, return receipt requested, and first-class U.S. mail. If the Association has an e-mail address for the Owner, a copy of the Notice of Violation may also be sent by e-mail (in lieu of or in addition to regular mail). The Owner shall be responsible for administrative and postage fee expenses in delivering notices under this Enforcement Policy. It is the responsibility of the Owner to update the Association with regards to any address, telephone number, or e-mail address changes.

c. Failure to Remedy and Notice of Fine. Failure to either (i) submit complete plans and specifications showing that the Violation will be remedied, (ii) cease all non-remedial work immediately upon receipt of the Notice of Violation, and/or (iii) remedy the current Violation existing upon the Tract within the time period set forth in the Notice of Violation, shall constitute a continuing Violation and result in one or more of the following: (a) the imposition of violation fines as determined by the Board against the Owner, (b) the suspension of the right to enter upon and/or use any recreational facilities

within the Common Area(s), and/or (c) the pursuit of any other remedy available at law or in equity, under the Governing Documents or this Enforcement Policy including, but without limitation, the recording in the County Clerk’s office of a Notice that the Tract in question is in violation of restrictive covenants or an action for injunctive relief and civil damages. The Association may, but is under no obligation, to send, a notice to the Owner in the form of a formal written notice of fine (“*Notice of Fine*”) informing the recipient of the continuing Violation and the remedy chosen as a result thereof. The date of the Notice of Fine shall be the “*Notice of Fine Date*.”

d. Fine Structure. Except for incurable violations, any single fine imposed pursuant to the provisions of this Enforcement Policy may not exceed \$1,000.00 and an initial fine will be not less than \$250.00 for failure to remedy or cure a Curable Violation. In the event the Owner fails to respond or comply by remedying or curing the Violation within fourteen (14) days after the Initial Fine, additional fines may be imposed every fourteen (14) days as follows:

<u>Curable Violations</u>	
Initial Fine	\$250.00
Second Fine	\$500.00
Third Fine and Subsequent Fines	\$1,000.00
<u>Unapproved ACC Modifications</u>	
Initial Fine	\$250.00
Second Fine	\$500.00
Third Fine and Subsequent Fines	\$1,000.00
<u>Incurable Violations and Violations Which Pose a Threat to Public Health or Safety</u>	
	No More Than \$4,000.00

The Board will determine the amount of a fine imposed for an Incurable Violation. The Board reserves the right to deviate, on a case-by-case basis, as to the amount and frequency of fines for Curable Violations contingent on the severity and/or frequency of the Violation(s). There shall be no limit to the aggregate amount of fines that may be imposed for the same Violation.

3. Right to a Hearing Before the Board of Directors. If the Association receives a written request for a hearing on or before the thirtieth (30th) day after the date of the Notice of Violation, the Board shall hold a hearing not later than the thirtieth (30th) day after the date the Association received the written request for a hearing. The Association shall notify the Owner of the date, time, and place of the hearing not later than the tenth (10th) day before the date of the hearing. The Board or the Owner may request a postponement and, if requested, a postponement shall be granted for a period of not more than ten (10) days. Additional postponements may only be granted by agreement of the parties. The Owner’s presence is not required to hold a hearing under this paragraph.

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

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

a. Management must give the Tract Owner ten (10) days prior written notice of the breach of the Duty of Maintenance and the need to correct the breach. A Notice of Violation is not required where Corrective Action is the remedy chosen by the Board.

b. Costs incurred in correcting or eliminating the Violation, including related administrative expenses, will be referred to the Association to be recovered from the Tract Owner.

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

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

damages against the Owner, or any other legal or equitable remedy that may be available to the Association.

6. Notices.

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

- (i) When the notice is delivered by electronic mail, the notice is deemed delivered and received when the sender “sends” the electronic mail and receives a confirmation or report acknowledging the time and date it was delivered. It is an Owner’s duty and responsibility to keep an updated electronic mail address registered with the Association.
- (ii) When the notice is placed into the care and custody of the United States Postal Service, the notice is deemed delivered and received as of the fifth (5th) day after the notice is deposited into a receptacle of the United States Postal Service with postage prepaid and addressed to the most recent address of the recipient according to the records of the Association. Any Notice of Violation or Notice of Corrective Action shall be sent certified mail, return receipt requested, and First-Class U.S. Mail.

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

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

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

waived by the Board. For purposes of illustration only, in the event the Owner cured the Violation after having received an Initial/Courtesy Notice, the second Violation of the same provision shall prompt the Association to send a Notice of Violation. Similarly, in the event the Owner cured the Violation after having received a Notice of Violation, the second Violation shall prompt the Association to send a Notice of Fine as provided hereunder. In the event an Owner cured the Violation after having received a Notice of Fine, the second Violation shall prompt the Association to commence the levying of violation fines without further notice to the Owner. In the event of a repeated Violation, the Board shall be authorized to double the fine amount.

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

10. Authority of Management To Act. The Board hereby authorizes and empowers Management to do all such things and perform all such acts as are necessary to implement and effectuate the purposes of the Enforcement Policy and compliance with Texas Property Code Section 209.0051(h), including the levying of violation fines, without further action by the Board.

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

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

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

IN WITNESS WHEREOF, the Board has caused this Enforcement Policy to be executed by its duly authorized representative effective as of the 27th day of December, 2023.

**THE HILLS OF LAKE RIDGE PROPERTY
OWNERS ASSOCIATION,
a Texas non-profit corporation**

By: Tara Powers
Its: Vice President

Exhibit 1 - 2023 Lake Ridge Curable Violation Categories

Category / Subcategory	1-Courtesy	2-Pre-fine	3-Fine	Total	
Landscaping	667	358	68	1093	64%
Dead/Missing Tree(s)	39	16	1	56	
General Yard Maintenance	52	13	5	70	
Mow	397	151	26	574	
Prune Shrubs	8	6		14	
Prune Trees	8			8	
Unimproved Lot Maintenance	140	160	36	336	
Water	1	4		5	
Weed Removal	22	8		30	
Rubbish and Debris	134	35	4	173	10%
Branches/Tree Limbs	5	1		6	
Bulky items left curbside	9	3		12	
General	17	4	2	23	
Overflowing Trash Receptacle	4	1		5	
Trashcan Visible	99	26	2	127	
Building / Construction	58	59	26	143	8%
Construction Dumpster	8	7	3	18	
Construction Signage	1	1	1	3	
Construction Waste / Debris	14	10	8	32	
Damage to Adjacent Lot	1	2	3	6	
Drainage and Erosion Control	14	11	4	29	
Gravel Pathway	8	6	4	18	
Job Toilet	3	2	2	7	
Site Access	2	3		5	
Unapproved Construction	7	17	1	25	
Vehicle Parking	64	29	17	110	6%
Automobile	7	2	2	11	
Boat	7	5	4	16	
Camper	6	1		7	
Commercial Vehicle	2	1	2	5	
Inoperable Vehicle	4	1		5	
RV	1	1		2	
Trailer	35	17	9	61	
Water Craft	2	1		3	
Architectural	53	28	13	94	6%
Construction Materials	3	2		5	
Denied By AC		1		1	
Fence and Walls	7	6	3	16	
General	3	5		8	
House Paint	2			2	
Mailbox	11	6	2	19	
Mechanical / Utility Equipment	21	7	4	32	
Playscape	2			2	
Retaining Walls		1	2	3	
Roof Shingles	1		1	2	
Sheds	3		1	4	
Signs	37	6	1	44	3%
Advertising	33	4		37	
Real Estate	4	2	1	7	
Unightly	17	9	3	29	2%
General	11	3		14	
Improper Storage of Miscellaneous	6	6	3	15	
Maintenance	7			7	
General	7			7	
Holiday Decorations	4		1	5	
Time Period	4		1	5	
Land and Structures	2			2	
Temporary Structures	2			2	
Total	1043	524	133	1700	
	61%	31%	8%		

Exhibit B

EXHIBIT B

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

- All lots and tracts of land situated in **LAKE RIDGE SECTION 7, PHASE II, an Addition to the City of Cedar Hill, Dallas County, Texas, according to the Map or Plat thereof recorded in Volume 99062, Page 00068 of the Map or Plat Records of Dallas County, Texas.**

**Dallas County
John F. Warren
Dallas County Clerk**

Instrument Number: 202400003766

eRecording - Real Property

Recorded On: January 05, 2024 03:20 PM

Number of Pages: 15

" Examined and Charged as Follows: "

Total Recording: \$77.00

******* THIS PAGE IS PART OF THE INSTRUMENT *******

Any provision herein which restricts the Sale, Rental or use of the described REAL PROPERTY because of color or race is invalid and unenforceable under federal law.

File Information:

Document Number: 202400003766
Receipt Number: 20240105000783
Recorded Date/Time: January 05, 2024 03:20 PM
User: Kevin T
Station: CC123.dal.ccdc

Record and Return To:

CSC Global



**STATE OF TEXAS
COUNTY OF DALLAS**

I hereby certify that this Instrument was FILED In the File Number sequence on the date/time printed hereon, and was duly RECORDED in the Official Records of Dallas County, Texas.

John F. Warren
Dallas County Clerk
Dallas County, TX

A handwritten signature in black ink, appearing to be "JFW", is written over the printed name of John F. Warren.