

AMENDED AND RESTATED DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

This Amended and Restated Declaration of Covenants, Conditions and Restrictions (the "Amended and Restated Declaration") is made this 16<sup>th</sup> day of May, 2019, by the Owners.

WHEREAS the Owners are the owners of that certain tract of land known as NORTHRIDGE, a residential planned community and addition described as Lots 1A-161, Northridge, an addition located in Sections 95, 96, 79, and 80, Block 5, H&GN RR Company Survey, Garza County, Texas, according to the plat thereof recorded at Book 257, Page 1037 of the Real Property Records of Garza County, Texas, as may be amended, supplemented, and restated from time to time (the "Property");

WHEREAS the Property was formally subject to that certain instrument titled "Declaration of Covenants, Conditions and Restrictions" recorded at Book 257, Page 584 of the Real Property Records of Garza County, Texas (the "Restrictions");

WHEREAS the Property is currently subject to that certain instructions titled "Amended Declaration of Covenants, Conditions and Restrictions" recorded at Book 282, Page 1046 of the Real Property Records of Garza County, Texas (the "Amended Restrictions"); and

NOW THEREFORE, in order to institute a general plan for the development of the Property in a manner that is orderly, aesthetically pleasing, and that will protect the Property's value over an extended period of time, and in accordance with the terms and provision of the Amendment Procedure adopted by the Owners in October of 2014 pursuant to Chapter 211 of the Texas Property Code, and in accordance with Section 209.0041(h) of the Texas Property Code, the Owners desire to amend and restate in their entirety the Restrictions and the Amended Restrictions to read as follows:

ARTICLE ONE

1.01 Definitions

- a. Owner – Any person or entity who has purchased and owns fee simple title to any Lot, but excluding those holding such interest as security for the performance of an obligation.
- b. Lot – a portion of the Property intended for independent ownership, as shown on the Plat, on which may be constructed only a single family dwelling. Lots include Lots 1A-161 as depicted and described on the Plat.
- c. Plat – means all plats, singly and collectively, that may be recorded in the Official Public Records of Garza County, Texas, and that pertain to the Property, including any and all dedications, limitations, restrictions, easements, notes, and reservations that may be displayed or described on the Plat, as it may be amended from time to time.
- d. Association – North Ridge Homeowners Association, Inc., a Texas non-profit corporation.
- e. Board – means the Board of Directors of the Association

- f. Original Bylaws – means those certain Bylaws of the Association recorded in Book 282, Page 1034 of the Real Property Records of Garza County, Texas.
- g. Structure – Any building, fence, wall, tower, pool, patio, pond, or any other item that is made wholly or partially of wood, steel, concrete, glass, plastic, or composite material of any of the foregoing.

## ARTICLE TWO

### Architectural Control

2.01 There is hereby created an Architectural Control Committee (the “Committee”). The Committee shall be composed of five (5) people. Three (3) of the Committee’s members shall be appointed by a majority vote of the Board (“Board Appointed Committee Members”) and two of the Committee’s members shall be appointed by a majority vote of the members of the Association (“At Large Committee Members”) at the Annual Member Meeting (as such meeting is defined in the Association’s Bylaws). To constitute a quorum of the Committee, at least three (3) of the Committee’s members must be present and at least one (1) of them must be an At Large Committee Member. Any matter presented for approval before the Committee must be approved by at least a majority of the members of a Committee at a meeting where a quorum is present provided that the approving majority consist of at least one At Large Committee Member and one Board Appointed Committee Member. Upon the death or resignation of any Committee member, the surviving Committee members shall, within 30 days, appoint a successor Committee member to serve until the next election term. No Committee member shall be entitled to compensation for services performed as a member of the Committee. Committee members shall serve a term of two (2) years.

In the event an Owner desires to appeal the decision of the Committee, the Owner must timely submit a notice of appeal (the “Notice of Appeal”) to the President of the Association. The Notice of Appeal is timely submitted if the Notice of Appeal is received by the President of the Association within thirty (30) days after the final decision of the Committee. The Notice of Appeal shall contain all of the materials submitted to the Committee along with a statement of intention to appeal the decision of the Committee. Failure to timely submit a Notice of Appeal or failure to include all of the required contents of the Notice of Appeal by the due date shall render the decision of the Committee final and no further appeal of such matter shall be allowed. The President of the Association shall call a special meeting of the Board upon his receipt of a complete and timely submitted Notice of Appeal. With respect to any matter properly appealed the Board may overturn the Committee’s decision by the majority vote of the Board at special meeting of the Board where a quorum is present in accordance with the Bylaws of the Association. However, the Board shall only have jurisdiction to hear, review, affirm, or overturn matters properly appealed and shall not consider matters determined by the Committee, but not appealed (or not properly appealed) by the Owner. The Board may, in its sole and absolute discretion, allow the Owner appealing such matter to be present at the meeting. The decision of the Board concerning any matter that is appealed shall be final for all purposes and no further appeal is allowed.



2.02 Any Owner planning to construct upon or otherwise improve his Lot for the following described projects must first submit to the Committee, in sufficient detail to satisfy the Committee, written site plans and specifications for approval, and receive a written, dated receipt for such delivery. Projects requiring approval include:

- a. A residential improvement;
- b. Construction of any building, fence, wall, tower or other structure. A decorative entrance to a Lot or gated area will be permitted, subject to approval by the Committee.
- c. Any exterior addition, change or alteration in any residential improvement, building, fence, wall, tower or other structure; and
- d. A pad for construction of improvements and the grading of roads and driveways. Specifically, care shall be required in the preservation of existing drainage patterns. The Committee may require the plans and specifications to delineate any proposed changes in grade and such shall be subject to approval by the Committee. Any such plan shall be evaluated in accord with any erosion control plan mandated by Federal or State Regulatory bodies.

2.03 Site plans shall show all structures, Lot lines, set-back lines, fences, and walkways, exterior building elevations the pitch of any roof and grade lines. Color schemes shall be identified. The Owner shall certify that any erosion control plan mandated by Federal or State regulatory bodies has been, and will be, fully complied with.

2.04 The approval or disapproval of the Committee shall be in writing signed by no less than three (3) of its members and delivered to the Owner within thirty (30) days from the date upon which the Committee received the written request. Failure of the Committee to deliver a written approval/disapproval within thirty (30) days shall be deemed as approval by the Committee of the request and construction may proceed. Electronic requests/approvals are acceptable.

2.05 Committee members shall be held only to a standard of good faith in carrying out their duties and responsibilities as a Committee member.

2.06 Except for when it is expressly prohibited from doing so, the Committee may grant variances from compliance with any of the provisions of this Amended and Restated Declaration when, in the opinion of the Committee, the variance will not impair or detract from the development of the Property and the variance is justified due to unusual or aesthetic considerations or unusual circumstances. All variances must be evidenced by written instrument in recordable form, and must be signed by at least three of the Committee members. The granting of a variance will not operate to waive or amend any of the terms or provisions of this instrument applicable to the Lots for any purpose except as to the particular property and the particular instance covered by the variance, and a variance will not be considered to establish a precedent or future waiver, modification, or amendment of the terms and provisions of this Amended and Restated Declaration.

### ARTICLE THREE

#### Use Restrictions and Architectural Standards for the Lots

3.01 All of the Lots (being Tract one, Lots 1A – 161) are restricted for residential purposes only. No retail businesses or enterprises of any kind which involve in any way the presence of non-Owners on an Owner's Lot for commercial purposes shall be permitted. "Non-Owners" include customers, clients or employees of the Owner. Nothing herein shall preclude an Owner from occasionally leasing a residence constructed on his Lot to someone who is not a Member.

Home offices are permitted as long as the office is contained in an approved structure, there is no outside visible evidence that an office is being maintained on the Lot, and there are no employees or contract representatives.

3.02 No structure of any kind shall be erected, placed or permitted to remain on any Lot unless said structure meets all standards of construction as set forth in this Amended and Restated Declaration and has been approved by the Committee as outlined in Article Two herein. The only structures permitted are as follows:

- a. One principal single-family dwelling with one attached garage which does not exceed the size necessary for four cars;
- b. One guest house; and
- c. One additional out building, which shall be subject to approval by the Committee.

Completion of the single-family dwelling and any outbuilding shall not exceed one year from commencement of construction on said dwelling. "Commencement" shall mean that the date the foundation is started by any dirt work. Structures not completed within that one year period may be subject to action of the Committee, be prosecuted in any court having jurisdiction, as a nuisance, without claim or cause of action on the part of the Owner against the Committee.

During the construction the Committee shall be and is hereby authorized to perform inspections personally or by inspectors retained by the Committee with the inspections to be performed pursuant to building, electrical, and plumbing codes being utilized on the date of inspection by the City of Lubbock and also pursuant to any requirements of the Texas Environmental Quality Agency. All builders must be registered and approved by the State of Texas, as required by applicable law.

3.03 No part of any dwelling, garage or other building shall extend closer than ten feet (10') to the side property lines of each Lot. No part of any dwelling shall be located nearer than 15 feet from the roadway easement reflected on the Plat. Carports are permitted as long as the principle dwelling has two (2) or more attached garages, and are of consistent with house materials and design.



3.04 No mobile home, recreational vehicle, camper, boat and/or trailer or any such similar item shall be parked or stored in any instance upon any Lot prior to beginning of construction. After construction has begun (pad paved), a general contractor may park one mobile home on site during construction. Necessary construction vehicles should remain on site only as long as necessary.

3.05 All principal dwellings shall contain at least fifteen hundred (1,500) square feet of living area, exclusive of garages, breezeways, porches and other out-buildings. All split-level or two-story houses shall be required to have a minimum of fifteen hundred (1,500) square feet of floor space, exclusive of garages and porches on the ground floor level, and shall be required to have a minimum total of two thousand (2,000) square feet of total floor space. All guest houses shall contain a minimum of fifteen hundred (1,500) feet of living area.

3.06 All dwellings (including guest houses and out buildings), garages, and other structures shall be new construction, built on-site, or new ready-built structures which shall be moved in or constructed on the Lot. These structures shall be constructed with a covering of seventy-five percent (75%) brick masonry, cut stones, adobe, or stucco, or residential steel siding on all outside walls as approved by the Committee. No detached garages, mobile homes or HUD code manufactured homes shall be permitted. All guest houses and outbuildings shall be of the same general appearance as the main dwelling, utilizing the same colors, color schemes and building materials as the main dwelling.

3.07 The roof of any dwelling or garage shall be clay, tile, slate, composition or metal roofing. The Committee may approve other comparable roofing material at its discretion. This section shall not be construed to mean that the use of solar collective panels or other energy conservation devices is restricted when used in conjunction with the buildings of the principal residential structure on an individual Lot.

3.08 No radio or television antenna or satellite receiver shall extend more than five feet (5') above the highest point of the roof of any building and no antenna shall ever be erected or maintained on any Lot not containing a building. This shall never be construed or enforced in such a manner as to violate the Telecommunications Act of 1996, as now existing or as hereafter amended and any collateral regulation of the Federal Communications Commission.

3.09 All Owners shall be responsible for regular maintenance of their property beginning from the edge of the paved road surface, inclusive of the paving apron which connects to the roadway. All properties are to be maintained in a neat and orderly manner.

3.10 Residential structures shall not exceed thirty-five feet (35') in height measured from natural ground, unless the Committee approves in writing a greater height.

3.11 All Owner vehicles (boats, trailers, recreational vehicles, outdoor equipment, flatbeds, etc.) must be stored in an approved building, on an approved pad, or parked inconspicuously on such Owner's Lot when not in use. No recreational vehicles, mobile homes, campers, or other mobile guest vehicles shall remain on any Lot for more than seventy-two (72)



hours. Any Owner hosted event that will impact boat ramp parking must be approved by the Board at least thirty (30) days in advance.

3.12 Any pre-fabricated structured proposed for use as out buildings must be approved in writing by the Committee in advance of any preparation for construction.

3.13 Since it is the established intent to provide quality residential development sites, the construction of any livestock related facility will not be permitted on any Lot, nor shall any livestock or poultry be permitted to remain upon any such Lot. All pets must be contained and not permitted to run at large.

3.14 Care shall be taken in the design and location of each structure on a Lot to ensure that existing surface drainage patterns in the subdivision are not adversely affected and that erosion control plans mandated by the state regulatory bodies are complied with. If required by the Committee, the builder or Owner of any structure in question shall submit for review and approval an improvement survey of the subject Lot which shall delineate the proposed changes in grade so that the Committee may ascertain compliance with the intention of this item. Any clearing of natural vegetation and landscaping proposed by an Owner must be approved by the Committee prior to the commencement of the clearing.

3.15 No noxious, offensive or illegal activity shall be carried upon any Lot, nor shall anything be done thereon which may be or become a nuisance or annoyance to other Owners. No Lot shall be used as a dumping ground for rubbish, trash, garbage or other waste. No trash shall be burned on any Lot and all waste disposal shall be the sole responsibility of the Owner of the Lot producing the waste. All waste shall be kept in sanitary containers, or other equipment for storage and disposal of such waste. All wastes storage facilities shall be kept in a clean, sanitary condition and shall meet sanitary regulations of the State of Texas and the County of Garza. No trash shall be deposited or allowed to remain outside a dumpster site, and the trash disposed of in a dumpster may not include construction material, tree limbs or items incapable of being placed within a 3' x 3' container. No junked or inoperable vehicle, as defined by state law shall remain upon any Lot in excess of ten (10) days in any calendar year. By purchasing a Lot each Owner expressly acknowledges the natural beauty and ambiance of the Property and the lake that borders the Property (the "Lake"), the peaceful nature of the Property and the Lake, and the brightness of the stars and moon and at night (due to a lack of man-made lighting) as seen from the Property, and therefore each Owner agrees that: (a) no exterior light shall be installed or situated such that neighboring Lots, the Lake, the Property generally, or the sky are unreasonably lighted by the same; and (b) all Owners and their guests shall 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.

3.16 All driveways, and parking areas shall be constructed of and covered with a permanent material such as concrete, brick, asphalt or crushed rock or gravel.

3.17 Use of motorized vehicle by an Owner shall be restricted to such Owner's Lot and the roadways of the Property. Use of a motorized vehicle by anyone other than an Owner shall be



restricted to the roadways of the Development, and to Lots where such non-Owner has been invited by the Owner(s) of such Lots.

3.18 No signs, billboards, posters or advertising shall be erected on any Lot except for one sign not exceeding 4 square feet when utilized to advertise the Lot for sale. Builders signs are permitted during construction but not to exceed 16 square feet.

3.19 All fireplace chimneys shall be equipped at the top with approved spark arresters.

3.20 Water preservation is strongly encouraged.

3.21 No hunting of mammals or water fowl, no trapping of animals, and no discharge of firearms or use of bow and arrows shall be permitted on the Property. Any exceptions of this paragraph 3.21 must be approved by the Board.

#### ARTICLE FOUR

##### Construction Provisions Applicable to North Ridge

4.01 All electrical, plumbing and mechanical contractors or subcontractors utilized on any construction or improvements on the Property must be currently licensed by the State of Texas. A backflow preventer shall be installed on all outside faucets and all sprinkler systems consistent with the existing plumbing code of the City of Lubbock on the applicable date.

4.02 Should any Owner, their contractor, or subcontractor damage any utility facility, lines or assets, the repair shall be at the cost of Owner with the repair to be performed by the utility with reimbursement at its cost by the Owner.

4.03 An Owner and its general contractor on any project shall be responsible for the removal and disposition of all building materials, scrap, and debris utilized or produced by the Owner, its general contractor, or its subcontractors, and an Owner and its general contractor on any project shall be responsible for cleaning the building site, grounds and roadways of fill dirt and debris caused or produced directly or indirectly by the Owner, its general contractor, or its subcontractors. This shall include the cleaning up of debris blown or discarded onto other parts of the Property. All such material must be removed from the Property.

4.04 General contractors must provide portable restroom facilities for work crews during construction or improvements of a Lot.

4.05 A general contractor is financially responsible to the Association for the cost of repairing damage to paving, utilities or vegetation on the Property and on other properties where such damage arises from the activity of the general contractor or any of its subcontractors on the Property.

4.06 All dirt work or clearing of land inside either the restrict encasement or the flood easement shall be done consistent with erosion control concerns and requirements of the Texas Commission on Environmental Quality.

## ARTICLE FIVE

### Easements within North Ridge

5.01 The addition is presently subject to restrictions, flood easements, and rights to set out in a Warranty Deed dated August 30, 1984, from Nonnie Rogers Ward and husband, John Ward to the City of Lubbock, recorded in Volume 183, Page 919 of the Deed Records of Lubbock County, Texas. Each owner shall be strictly required to comply with all of the terms, restrictions, covenants and conditions contained therein including any setback requirements.

5.02 All easements and all alleys for the installation and maintenance of utilities and drainage facilities as shown on the Plat or that have been dedicated to public use as shown in the Dedication Deed and plat recorded contemporaneously in the Deed Records of Garza County, Texas. No shrubbery, fence or other obstruction shall be placed in any easement or alleyway. Right of use for ingress and egress shall be available at all times over any dedicated easement or alleyway for purpose of installing, operating, maintaining, repairing, or removing any utility or obstruction placed in such easement or alleyway that would interfere with the installation, maintenance, operation or removal of such unity.

5.03 The Association may install above-ground or underground electrical, gas, water, telephone and television cable systems to an access port within each Owner's Lot. Each Owner, at said Owner's own expense shall extend those utilities underground to the buildings on the Lot, and no above-ground service lines will be permitted. In addition to the easements displayed on the Plat, an easement is imposed for the benefit of utilities from the Lot line to the access point for the purpose of ingress and egress in order to install and maintain all such utilities.

5.04 Each Owner shall provide his/her own sewage septic system at Owner's expense. Strict adherence to the regulations governing the installation of sewage septic systems, as promulgated by the State of Texas, the Texas Natural Resources Commission, and the County of Garza shall be required of all individual Owners.

5.05 An Owner may drill water well for domestic consumption but pump size may not exceed a capacity greater than a 1" discharge; all wells must be cased from ground level to the producing structure in a manner as to prevent contamination. Unless expressly made in another instrument there are no representations or warranties from any party either to quantity of output or to the quality on portability of the water from any water wells on the Property. Placement of the well is subject to any restrictions or limitations imposed of public record.

## ARTICLE SIX

### Assessments

6.01. Annual Assessments. There is hereby imposed on each Lot an annual assessment (the "Annual Assessment") of \$750.00 per year, which shall be paid to the Association on or before February 28<sup>th</sup> of each year. The Association, by a resolution of the Board, may increase or decrease the amount of the Annual Assessment. Upon Board approval of a change in the amount



of the Annual Assessment the Association shall (1) send written notice of such change to each Owner no later than thirty (30) days of the date it is due and (2) shall file a notice of the updated Annual Assessment amount in the real property records of Garza County, Texas.

6.02. Special Assessments. The Association, by a resolution of the Board, may charge additional assessments (a "Special Assessment") in the event the Association needs additional funds. Upon Board approval of a Special Assessment the Association shall send notice of the Special Assessment (the "Special Assessment Notice") no later than thirty (30) days before the Special Assessment is due. The Special Assessment Notice shall state the amount of the Special Assessment charged to the recipient Owner, the due date of the Special Assessment, and the purpose of the Special Assessment. A Special Assessment shall be made on the basis of a fixed amount per Lot as determined by the Board, provided that the Special Assessment for each Lot must be the same as assessed or each of the other Lots.

6.03. Owner Covenant. Each Owner shall by acceptance of a deed of any Lot, whether or not it shall be so expressed in such deed, be deemed to covenant and agree to pay to the Association any assessments or charges described herein. Any assessment not paid within thirty (30) days after the due date shall bear interest from the due date at the rate of ten per cent (10%) per annum. The purpose of any such assessments levied by the Association hereafter shall be used exclusively to promote health, safety and welfare of the residents of the properties for the improvement and maintenance of the roads, alleys, and any common areas. The Association may bring an action against an Owner personally obligated to pay the same or foreclose the lien against the Lot as provided herein. No Owner may waive or otherwise escape liability for the assessments described herein by non-use of any common area, any easement, any road, any alley, or by abandonment of his property. An Owner's obligation to pay the assessments is not subject to offset by the Owner, nor is it contingent on the Association's performance of the Association's duties. The sale or transfer of any tract or any portion thereof of any Lots shall not affect the Assessment Lien (as defined herein). No sale or transfer shall release such Lot from liability of any assessments thereafter becoming due or from the Assessment Lien (as defined herein) thereon.

6.04. Assessment Lien. Any and all assessments or charges attributable to a Lot, as provided herein, together with interest, costs, and reasonable attorney's fees shall be a charge on such Lot and shall be a continuing lien (the "Assessment Lien") upon the Lot against which each such assessment is made 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. Each such assessment together with interest, cost and reasonable attorney's fees shall also be a personal obligation of the Owner of such Lot or any portion thereof.

6.05. Superiority of Assessment Lien. The Assessment Lien on a Lot is subordinate and inferior to (a) real property taxes and assessments levied by governmental and taxing authorities, (b) a deed of trust or vendor's lien recorded before the Original Bylaws and no event later than the date of this Amended and Restated Declaration, (c) a recorded deed of trust lien securing a loan for construction of the original dwelling, (d) 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, (e) a home equity or reverse mortgage lien which is a renewal, extension, or refinance of 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, (f) an FHA-insured or VA-guaranteed mortgage. Except for the foregoing, the Assessment Lien is superior to all other liens and encumbrances on a Lot. 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 a foreclosure sale of a superior lien is liable for assessments coming due from and after the date of the sale.

6.06. Notice of Assessment Lien. The Assessment Lien is created by recordation of this Amended and Restated Declaration (but shall relate back to the recordation of the Original Bylaws) and constitutes record notice and perfection of the lien. No other recordation of a lien or notice of Assessment Lien is required.

6.07. Power of Sale. By accepting an interest in or title to a Lot, each Owner grants to the Association a private power of non-judicial sale in connection with the Assessment Lien. The Association may appoint, from time to time, any person, including an officer, agent, trustee, substitute trustee, or attorney, to exercise the Association's 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.

6.08. Foreclosure of Assessment Lien. The Assessment Lien may be enforced by judicial or non-judicial foreclosure. A foreclosure must comply with the requirements of applicable law, such as Chapter 209 of the Texas Property Code. A non-judicial 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, subject to applicable law, such as Chapter 209 of the Texas Property Code. The Association has the power to bid on the Lot at foreclosure sale and to acquire, hold, lease, mortgage, and convey same. The Association may not foreclose the Assessment Lien if the debt consists solely of fines and/or a claim for reimbursement of attorney's fees incurred by the Association.

6.09. Exemptions for the CLIFFORD & CLYDE KITTEN, L.P. Notwithstanding the terms and provisions of this Article, CLIFFORD & CLYDE KITTEN, L.P., a Texas Limited Partnership, and its successors and assigns and all Lots owned by CLIFFORD & CLYDE KITTEN, L.P., and its successors and assigns, shall not be liable for nor subject to Annual Assessments or Special Assessments. Upon the CLIFFORD & CLYDE KITTEN, L.P.'s (or its successors and assigns) conveyance of a Lot the grantee of such Lot and the conveyed Lot shall be subject to all of the terms and provisions of this Article Six unless otherwise specifically exempt as provided in paragraph 6.10.

6.10. Exemptions for Wholesale Purchasers. Notwithstanding the terms and provisions of this Article, a Wholesale Purchaser and all Lots owned by a Wholesale Purchaser shall not be liable for nor subject to Annual Assessments or Special Assessments, provided however, a Wholesale Purchaser and its Lots shall only be exempt from Annual Assessments and Special Assessments for eighteen (18) months following its qualification as a Wholesale Purchaser and



after the expiration of such eighteen (18) month period such Wholesale Purchaser and all of its Lots (whenever acquired) shall be liable for and subject to Annual Assessments and Special Assessments in the same manner as other Owners that do not fall within the provisions of this paragraph or paragraph 6.09. A Wholesale Purchaser shall mean any Owner that acquires at least ten (10) lots from CLIFFORD & CLYDE KITTEN, L.P. (or its successors and assigns) in a single transaction and for the purpose of resale to the general public. Any Lots purchased from CLIFFORD & CLYDE KITTEN, L.P. (or its successors and assigns) by an Owner who has previously qualified as a Wholesale Purchaser and that is still exempt from Annual Assessments and Special Assessments as provided herein, and has purchased and is holding such additional Lots for the purpose of resale to the general public shall also be exempt from Annual Assessments and Special Assessments on such additional Lots, but subject to the provisions of this paragraph 6.10.

## ARTICLE SEVEN

### General Provisions

7.01 The Association or any Owner shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, and reservations imposed by this Declaration. Failure to enforce any covenant or restriction shall not be deemed a waiver of the right to enforcement either with respect to the violation in question or any other violation. All waivers must be in writing and signed by the party to be bound. Persons violating these restrictions shall be given written notice by U.S. Mail and provided a reasonable time to cure the violation.

7.02 Invalidation of any one of the provisions herein by judgment or court order shall in no way affect any other provision, and all other provisions shall remain in full force and effect.

7.03 This Amended and Restated Declaration applies to the Property in its entirety, and all improvements now existing or to be constructed or placed upon on the Property. The provisions of this Amended and Restated Declaration are intended to run with the land and bind all persons and entities who may own, purchase or acquire all or any part of the Property or who may hold any interest therein, and their respective heirs, assigns, successors, devisees, lessees, legal representatives and holder of every kind. The provisions of this Amended and Restated Declaration are to become a part of all contracts, deeds, and other legal instruments whereby title to all or any part of the Property, or any interest therein, is divested of an Owner and vested in other persons or entities. When reference is made to the public record in contracts, deeds, and other legal instruments such reference will place all primary and subsequent purchasers, owners and holders of the Property or any part thereof, and all persons or entities having or acquiring any interest therein, on due notice of the full contents of this Declaration as completely as if this entire instrument had been included in such contracts, deeds or other instruments.

7.04 Surface mining on any Lot shall be strictly prohibited.

7.05 This Amended and Restated Declaration shall be liberally construed to effectuate its purpose of creating and maintaining a uniform plan for the development and use of the Property as described herein.

7.06 Amendments to this Amended and Restated Declaration must be approved by the affirmative vote of at least sixty seven percent (67%) of the Lots. Approval of any amendment to this Amended and Restated Declaration shall be voted on at a meeting of the Owners (the "Amendment Meeting"). At the Amendment Meeting each Owner shall have one (1) vote per Lot owned. If a Lot is owned by more than one Owner then any vote in favor of a proposed amendment shall be sufficient to bind all co-Owners of the Lot even if there is disagreement among such co-Owners. An Owner may attend and vote at the Amendment Meeting by proxy provided such proxy must: (I) be signed and dated by the Owner or his attorney-in-fact; (II) identify the Lot to which the vote is appurtenant; (III) designate the person in favor of whom the proxy is granted, such person having agreed to exercise the proxy; (IV) identify the meeting for which the proxy is given; (V) not purport to be revocable without notice; and (VI) be delivered to the Secretary of the Association before or at the time of the Amendment Meeting. No proxy shall be valid after three (3) months from the date of its execution, unless otherwise specifically provided in the proxy. At least thirty (30) days before the date of the Amendment Meeting the Board shall provide each Owner written notice that: (I) gives the Owner the substance or the exact wording of the proposed amendment; and (II) the date, time, and location of the Amendment Meeting. Any and all amendments to this Amended and Restated Declaration approved as provided herein do not need to be signed by the consenting Owners. Votes for or against a proposed amendment do not need to be executed or acknowledged, but do need to be documented in writing by the Board and placed within the records of the Association. In the event an amendment to this Amended and Restated Declaration is approved as provided herein, the amendment must be in the form of a written instrument that: (I) references the name of the Property, the name of the Association, and the recording data of this Amended and Restated Declaration and any amendments hereto; (II) is signed and acknowledged by an officer of the Association, certifying the requisite approval of the Owners; and (III) is recorded in the Real Property Records of Garza County, Texas.

7.07 All demands or other notices required to be sent to an Owner by the terms of this Amended and Restated Declaration may be sent by electronic, ordinary, or certified mail, postage prepaid, to the Owner's last known address as it appears on the records of the Association on the date the notice is issued. If an Owner fails to give the Association an address for sending 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.

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



CERTIFICATION AND ACKNOWLEDGEMENT

The undersigned, being the President of North Ridge Homeowners Association, Inc., certifies that the foregoing Amended and Restated Declaration of Covenants, Conditions and Restrictions were adopted by a vote of the Owners at a special meeting of the Owners held on May 16, 2019, in accordance with the amendment procedure adopted by the Owners in October of 2014 pursuant to Chapter 211 of the Texas Property Code, and in accordance with Section 209.0041(h) of the Texas Property Code.

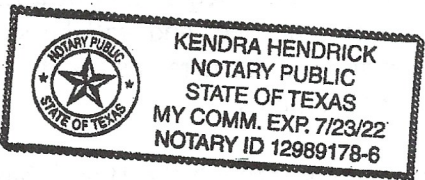
Signed this 16<sup>th</sup> day of May, 2019.

North Ridge Homeowners Association, Inc.:

By: *Connie Wharton*  
Connie Wharton, President

STATE OF TEXAS                    §  
   §  
COUNTY OF LUBBOCK           §

This instrument was acknowledged before me on May 16, 2019, by Connie Wharton, President of North Ridge Homeowners Association, Inc.



*Kendra Hendrick*  
Notary Public, State of Texas

**AMENDED AND RESTATED BYLAWS  
OF  
NORTH RIDGE HOMEOWNERS ASSOCIATION, INC.**

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**ARTICLE I – INTRODUCTION**

1.01. Property. These Bylaws provide for the governance of North Ridge Homeowners Association, Inc. (the “Association”), a planned community encompassing that certain tract of land described as Lots 1A-161, Northridge, an addition located in Sections 95, 96, 79, and 80, Block 5, H&GN RR Company Survey, Garza County, Texas, according to the plat thereof recorded at Book 257, Page 1037, of the Real Property Records of Garza County, Texas, as said plat may be amended, supplemented, and restated from time to time (the “Property”)

1.02. Declaration. The Property is subject to that certain Amended and Restated Declaration of Covenants, Conditions, and Restrictions, dated May 16, 2019 (the “Declaration”), and any amendments of said Declaration.

1.03. Definitions. Unless otherwise defined in these Bylaws, words and phrases defined in the Declaration have the same meanings when used in these Bylaws.

1.04. Parties to Bylaws. All present or future Owners and all other persons who use or occupy the Property in any manner are subject to these Bylaws, the Declaration, the Certificate of Formation, and any other governing document of the Association, as each may be amended from time to time (collectively the “Governing Documents”). The mere acquisition of a Lot or occupancy of a Lot will signify that these Bylaws are accepted, ratified, and will be strictly followed. For the purposes of these Bylaws the term Owner or Owners, as used in the Declaration, shall be synonymous with the terms “Member” or “Members.”

1.05. 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 Property as may be required or permitted by the Governing Documents and applicable 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 limitations upon the exercise of such powers as may be contained in applicable law or the Governing Documents.

**ARTICLE II – BOARD OF DIRECTORS**

2.01. Number and Term of Office. The Board of Directors will consist of nine (9) members. The number of Directors may be changed by amendment of these Bylaws. Upon election, each director will serve a term of two (2) 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.

2.02. Qualification. The following qualifications apply to the election or appointment of persons to the Board.



(a) *Members.* All of the Directors must be Members of the Association.

(b) *Entity Member.* If a Lot is owned by a legal entity, such as a partnership or corporation, then any person owning a majority of the ownership interest (e.g. shares, membership interest, or partnership interest) in such legal entity is eligible to serve as a Director.

(c) *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.

2.03. Election. Directors will be elected by the Members of the Association at the Annual Member Meeting or at any special meeting called for that purpose.

2.04. Vacancies. Subject to the exceptions set forth herein, vacancies on the Board caused by any reason are filled by a vote of the majority of the remaining Directors at any meeting of the Board. Each Director so elected shall serve for the remainder of the term that was vacated. The exceptions to Board-elected replacements are (1) the removal of a Director by a vote of the Association's Members, who will elect a replacement, and (2) a vacancy occurring because of an increase in the number of Directors, which also will be filled by election of the Members.

2.05. Removal of Directors. At the Annual Member Meeting or at any special meeting of the Members called for the purpose of removing a Director, any one or more of the Directors may be removed with or without cause by Members representing at least a majority of the votes present in person or by proxy at the meeting where a quorum is present, and a successor may then and there be elected to fill the vacancy thus created and to serve for the remainder of the term of the removed Director.

2.06. Meetings of the Board.

(a) *Annual Meeting of the Board.* As soon as reasonably practicable after the Annual Member Meeting the Directors will convene an annual Board of Director's meeting for the purpose of electing officers and conducting such other Association business as may lawfully come before the Board.

(b) *Special Meeting of the Board.* Special meetings of the Board may be called, with notice, by the President or, if he is absent or refuses to act, by any two (2) Directors. In case of emergency, the Board may convene an emergency meeting for the purpose of dealing with the emergency after making a diligent attempt to notify each Director by any practical method. Written notice of special meetings, stating the time, place, and general purpose of the meeting, must be given to each Director no later than five (5) days before the day appointed for the meeting. Notice may be given by hand delivery, U.S. Mail, or delivery by any other means of written electronic communication (such as email). The Board will conduct its special meetings at a location that is reasonably convenient for the greatest number of Directors.

(c) *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.

(d) *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.

2.07. Action Without Meeting. If all Directors consent in writing to any action, the written consents have the same force and effect as the unanimous approval of Directors at a meeting.

2.08 Compensation. Directors are not entitled to compensation for their services, but may be reimbursed for actual expenses incurred on behalf of the Association, in such amounts as may be approved by the Board.

2.09. Powers and Duties. Generally, the Board has all the powers and duties necessary for the administration of the Association and for the operation and maintenance of the Property. The Board may do all acts and things except those which, by applicable law or the Governing Documents, are reserved to the Members and may not be delegated to the Board. Directors shall act as a board only; individual Directors will have no power to act individually on behalf of the Association unless properly authorized in accordance with the provisions of the Governing Documents. The Board may also, by contract or otherwise, give general, limited, or special power and authority to officers and employees of the Association to transact the general or special business of the Association.

2.10. Limitation on Capital Expenditures. The Board shall have the authority to commit the Association for further capital additions and improvements in an amount not to exceed \$5,000.00 during any one fiscal year for any one project. However, the Board commitment shall, however, be limited to funds on deposit to the account of the Association. Capital additions or expenditures in excess of said amount in any one fiscal year for any one purpose or project must be approved by a majority vote of the Members present at any meeting of the Members where a quorum is present. "Capital additions" refer to land, buildings, equipment, and improvements beyond those currently existing and do not refer to assets presently in existence, which need replacement or repair because of obsolescence or wear and tear.

### ARTICLE III - OFFICERS

3.01. 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. Any two offices may be held by the same person, except the offices of President and Secretary. Officers shall not receive compensation for



their services, but shall be entitled to reimbursement of reasonable expenses incurred on behalf of the Association.

3.02. Election of Officers. The officers are elected no less than annually by the Directors at the annual 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 elected by the Board.

3.03. 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.

3.04. Description of Principal Offices.

(a) *President.* As the chief executive officer of the Association, the President: (1) presides at all meetings of the Members and of the Board; (2) has all the general powers and duties which are usually vested in the office of President of an organization; (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.

(b) *Vice-President.* The Vice-President, if elected, acts in place of the President in event of the President's absence, inability, or refusal to act. The Vice-President also exercises and discharges any duty required of the vice-president by the Board.

(c) *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.

(d) *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.

3.05. Authorized Agents. Except when the Governing 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 IV – MEMBERS

4.01. Membership. Each Owner of Lot subject to the Declaration shall be a member (a “Member”) of the Association. Membership is appurtenant to and may not be separated from ownership of a Lot.

4.02. Annual Member Meeting. The annual meeting of the Members (the “Annual Member Meeting”) will be held during the first half of every year. At the Annual Member Meeting the Members will elect Directors in accordance with these Bylaws, and may also transact such other business of the Association as may properly come before them.

4.03. Special Meetings. It is the duty of the President to call a special meeting of the Members if directed to do so by a majority of the Board or by one or more petitions signed by Members that represent ownership of at least twenty five percent (25%) of the Lots. If the petition process is used, petitions may be in any form that is customary for the time. The Board may not require a specific form of petition, nor require that the petition be offered to every Member. Signatures on petitions need not be notarized or witnessed. An electronic or faxed petition is acceptable if the “signer’s” identity is reasonably discernible.

4.04. Place of Meetings. Meetings of the Members may be held at the Property or at a suitable place convenient to the Members, as determined by the Board.

4.05. Notice of Meetings. Subject to the provisions below, at the direction of the Board, written notice of meetings of the Association will be given to the Members 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. In the event multiple Members are Owners of any one Lot, notice to one such co-Members shall constitute notice to all co-Members of the Lot.

4.06. Quorum. At any meeting of the Members, the presence in person or by proxy of Members representing the ownership of at least forty percent (40%) of the Lots 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.

4.07. 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.



4.08. Votes. Each Member shall have one (1) vote per Lot owned. The vote of Members representing at least a majority of the votes eligible 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 applicable law. Cumulative voting is prohibited. If a Lot is owned by more than one Member then any vote in favor of a proposed action shall be sufficient to bind all co-Members of the Lot even if there is disagreement among such co-Members. However, the Board may determine that a Member may not vote at a meeting of the Members if the Member's financial account with the Association is in arrears as of the date of the meeting provided that (1) the ineligibility applies to every Member whose financial account is delinquent, and (2) 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. The Board is not required to disqualify Members with delinquent accounts, and may allow all Members to vote regardless of arrearages.

4.09. Participation. Members may participate in person or by proxy at meetings of the Association. A Member who participates is deemed "present" and may be counted towards a quorum unless the Member participates for the express purpose of objecting to the transaction of any business on the ground that the meeting is not lawfully called or convened.

4.10. Proxies. A Member may participate in the affairs of the Association through a proxy. To be valid, each proxy must (1) be signed and dated by a Member; (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 three (3) months after the date of its execution. 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.

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.

4.12. 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 applicable law, which may include hand delivery, mail, fax, email, electronic balloting 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 Governing Documents, constitutes approval by written consent. This Section may not be used to avoid the requirement of the Annual Member Meeting.

## ARTICLE V – RULES

5.01. 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 Governing Documents; (2) the maintenance, management, operation, use, conservation, and beautification of the Property; and (3) the health, comfort, and general welfare of the residents; provided, however, that such rules may not be in conflict with applicable law or the Governing 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.

5.02. 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.

5.03. Distribution. On request from any Member, 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 the Members and, if the Board so chooses, to non-Member residents.

## ARTICLE VI – ENFORCEMENT

6.01. Actions Requiring Notice and Hearing. Before taking any of the below-described actions, the Association must give written notice and an opportunity for a hearing according to the requirements of this Article, the Declaration, and the notice and hearing requirements of applicable law, such as Chapter 209 Texas Property Code. The following actions by or with the approval of the Board, the Association, or the Committee, as applicable, require notice and hearing as provided by this Article:

- (a) Suspension of use of a common area.
- (b) Filing suit against Member other than a suit related to the collection of Annual or Special Assessments (the “Assessments”) or foreclosure of the Association’s Assessment Lien.
- (c) Imposition of a fine for violation of any provision of the Governing Documents, other than fines, interest, or collection fees charged for delinquent accounts.
- (d) Charging a Member for property damage.

6.02. Notice. The required written notice must contain (1) the date the violation notice is prepared or mailed; (2) a statement that not later than the 30th day after the date the Member receives the notice, the Member may request a hearing to discuss and verify facts and resolve the matter in issue, pursuant to this Article and applicable law, such as Section 209.007 of the Texas Property Code; (3) a statement of how or where the request for hearing should be made or delivered; (4) a statement that if the hearing is before a committee or anybody other than the Board, the Member has the right to appeal the decision to the Board by written notice to the



Board; (5) a statement that the Member may be liable for reimbursement of attorney's fees and costs if the violation continues or the damage is not paid by a stated date; and (6) the following contents applicable to violations or damage claims, as the case may be:

(a) *Notice of Violation.* In the case of a violation of a provision of the Governing Documents, the written notice must also contain the following: (1) a description of the violation; (2) a reference to the rule or provision of the Governing Documents that is being violated, if applicable; (3) a description of the action required to cure the violation; (4) the amount of the fine or charge to be levied, the nature of the common area suspension, and/or the abatement action to be taken; (5) unless the Member was given notice and a reasonable opportunity to cure a similar violation within the preceding six (6) months, a statement that the Member may avoid the fine or suspension by curing the violation in a reasonable period of time, which may be specified in the notice.

(b) *Notice of Damage.* In the case of property damage for which the Association seeks reimbursement or imposition of a charge on a Member or Lot, the written notice must also contain (1) a description of the property damage and (2) the amount of the Association's claim against the Member or the Member's Lot.

(c) *Receipt of Notice.* Unless applicable law provides otherwise, any notice given to a Member pursuant to this Article will be deemed received by the Member (1) on personal delivery to the Member or to a person at the Member's address, or (2) on the third business day after the notice is deposited with the U.S. Postal Service, addressed to the Member at the most recent address shown on the Association's records, whether or not the Member actually receives the notice.

### 6.03. Hearing.

(a) *Request for Hearing.* To request a hearing, Member must submit a written request within thirty (30) days after receiving the Association's written notice. Within ten (10) days after receiving the Member's request for a hearing, and at least ten (10) days before the hearing date, the Association will give the Member notice of the date, time, and place of the hearing. If the Association or the Member requests a postponement of the hearing, the hearing will be postponed for up to ten (10) days. Additional postponements may be granted by agreement of the parties.

(b) *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 Member's request for a hearing suspends only the action described in the Association's written notice.

(c) *Attendance.* The hearing may be held with or without the presence of the Member or the Member's representative.

(d) *Hearing.* At the hearing, the Board will consider the facts and circumstances surrounding the violation. The Member may attend the hearing in person, or may be represented by another person or written communication.

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

6.04. Actions Exempt from Notice and Hearing Requirements. As a general rule, every action other than the above-described actions requiring notice and hearing are impliedly exempt from the requirements of this Article. As permitted by applicable law, such as Section 209.007 of the Texas Property Code, the following actions are expressly exempt:

(a) A temporary suspension of a person's right to use common areas if the temporary suspension is the result of a violation that occurred in a common area and involved a significant and immediate risk of harm to others in the Property. The temporary suspension is effective until the Board makes a final determination on the suspension action after following the notice and hearing procedures prescribed by this Article.

(b) A lawsuit in which the Association seeks a temporary restraining order or temporary injunctive relief.

(c) A lawsuit filed by the Association that includes foreclosure as a cause of action.

(d) The collection of delinquent Assessments.

6.05. Imposition of Fine. Within thirty (30) days after levying the fine or authorizing the abatement, the Board must give the Member notice of the levied fine or abatement action. If the fine or action is announced at the hearing at which the Member is actually present, the notice requirement will be satisfied. Otherwise, the notice must be in writing.

(a) *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.

(b) *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.



(c) *Other Fine-Related.* The Association is not entitled to collect a fine from Member 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.

6.06. Reimbursement of Expenses and Legal Fees. In addition to any other rights set forth in the Governing Documents for violation of a provision of the Governing Documents, the Board may levy and collect individual Assessments for reimbursement of reasonable fees and expenses, including without limitation legal fees, incurred by the Association to enforce the Governing Documents, including the collection of delinquent Assessments to fullest extent allowed by law.

6.07. 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 Governing 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 Member 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 Governing Documents for certain violations, such as nonpayment of Assessments.

## **ARTICLE VII – OBLIGATION OF THE MEMBERS**

7.01. Notice of Sale. Any Member 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. A Member shall furnish this information to the Board at least ten (10) business days before the scheduled date of closing or conveyance.

7.02. Proof of Ownership. Any person, on becoming an Owner of a Lot, must furnish to the Board satisfactory 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.

7.03. Member's Information. Within thirty (30) days after acquiring an ownership interest in a Lot, the Member must provide the Association with the Member's mailing address, telephone number, and driver's license number, if any; the name and telephone number of any resident other than the Member; and the name, address, and telephone number of any person managing the Lot as agent of the Owner. A Member must notify the Association within thirty (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.



7.04. Mailing Address. The Member or the several co-Members 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 a Member fails to maintain a current mailing address with the Association, the address of the Members Lot is deemed to be his mailing address.

7.05. Registration of Mortgagees. Within thirty (30) days after granting a lien against his Lot, the Member must provide the Association with the name and address of the holder of the lien and the loan number. The Member must notify the Association within thirty (30) days after he has notice of a change in the information required by this Section. Also, the Member will provide the information on request by the Association from time to time.

7.06. Assessments. All Members are obligated to pay Assessments imposed by the Association. 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.

7.07. Compliance with Documents. Each Member will comply with the provisions and terms of the Governing Documents, and any amendments thereto. Further, each Member will always endeavor to observe and promote the cooperative purposes for which the Property was established.

#### **ARTICLE VIII – ASSOCIATION RECORDS**

8.01. Resale Certificates. Any officer may prepare, or cause to be prepared, Assessment estoppel certificates or resale certificates pursuant to applicable law, such as Chapter 207 of the Texas Property Code, titled Disclosure of Information by Property Owners Association. 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. The Association may delegate the responsibility for a resale certificate to a managing agent, if any.

8.02. Management Certificate. As required by applicable law, such as Section 209.004 of the Texas Property Code, the Association will maintain a current management certificate in the county's public records. When the Association has notice of a change in any information in the recorded certificate, the Association will prepare a restated or amended certificate and deliver it to the county clerk for filing. Absent gross negligence, the Association is not liable for a delay or failure to record a certificate. The Association may delegate the responsibility for a management certificate to a managing agent, if any.

8.03. Membership List. The Board must maintain a comprehensive list of Association Members for compliance with applicable law as well as the Governing Documents. The Association must make the membership list available to any Member on written request, and may charge a reasonable fee for cost of copying and delivering the Members list.

(a) *Types of Information*. At a minimum, the Association must maintain for each Lot the name and mailing address of at least one Member, and a description of the Lot owned (if different from the mailing address). The Association may also maintain, as an



Association record, additional contact information for Members, such as phone numbers, fax numbers, email addresses, places of employment, emergency contact information, mortgage information, and any other items of information provided by Members or obtained by the Association.

(b) *Source of Ownership Information.* In compiling the Member list, the Association may rely on any combination of (1) public records, such as tax rolls, (2) documentation provided by title insurance companies, (3) self-reporting by Members, and (4) any other reasonably reliable and customary source of ownership information. The requirement of maintaining ownership records may not be construed to require the Association to affirmatively investigate or research title to a Lot.

(c) *Information Available to Members.* Membership information to be maintained by the Association is similar to what is typically available to the public on the website of the appraisal district, and may not be considered confidential, private, or protected information as between the Association and its Members. Neither the Association nor a Member of the Association may sell or otherwise market the Association's membership information without the express prior consent of the Members. Each Member, by acquiring an ownership interest in a Lot, acknowledges that the Member's contact information is a record of the Association that is available to all Members of the Association.

(d) *Inspection List.* In accordance with applicable law, the Association will prepare a list of Members of all Lots in the Property for inspection by the Members prior to the meeting. The purpose of the list is to enable Members to communicate with each other about the meeting. The inspection list must be available for inspection by the Members from the second business day after the date notice of the meeting is given until adjournment of the meeting for which it was prepared. The list may be inspected or copied by a Member or the Member's attorney or agent. The inspection list must have the following characteristics:

(I) The list must be in alphabetical order of Member's surnames, or in numerical order of street addresses.

(II) The list must contain the name of at least one Member of each Lot, or an indication that the current ownership cannot be determined and the identity of the last known Member.

(III) The list must contain an address for each Member.

(IV) The list must identify how many Lots are owned by each Member, if that cannot otherwise be determined from the list.

(V) The list must identify which Member or Lots are ineligible to vote at the meeting due to an Assessment delinquency or other disqualifying condition.

## ARTICLE IX - NOTICES

9.01 Co-Members. If a Lot is owned by more than one Member, notice to one co-Member is deemed notice to all co-Members.

9.02. Delivery of Notices. Any written notice required or permitted by these Bylaws may be given personally, by mail, by fax, by email, or by any other method permitted by applicable law. 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 or email, the notice is deemed delivered on successful transmission of the facsimile or electronic correspondence. The notice must be sent to the party's last known address as it appears on the records of the Association at the time of transmission. If a Member fails to give the Association an effective address, the notice may be sent (1) to the address of the Member's Lot and/or (2) to the Member's address shown on the then-current property tax rolls for the Lot. If the Association properly transmits the notice, the Member is deemed to have been given notice whether or not he actually receives it.

9.03. Waiver of Notice. Whenever a notice is required to be given to a 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 X – INDEMNIFICATION

10.01 General. The purpose of this Article is to mandate some of the permissive provisions of Chapter 8 of the Texas Business Organizations Code, and to indemnify Association Leaders. The definitions of Chapter 8 of the Texas Business Organizations Code are hereby incorporated by reference. As used in this Article, "Association Leader" means a person who is a current or former officer or Director of the Association, or a current or former committee chair or committee member of the Association.

10.02. Mandatory Indemnification. The Association will indemnify an Association Leader who was, is, or is threatened to be made a named defendant or respondent in a proceeding because the person is or was an Association Leader, if the following determinations are made.

(a) Determinations. It must be determined that the person acted in good faith, and that:

(I) The person reasonably believed (1) in the case of conduct in the person's official capacity, that the person's conduct was in the Association's best interest, or (2) in any other case, that the person's conduct was not opposed to the Association's best interests;



(II) In the case of a criminal proceeding, the person did not have a reasonable cause to believe the person's conduct was unlawful;

(III) With respect to expenses, the amount of expenses other than a judgment is reasonable; and

(IV) indemnification should be paid.

(b) *Effect of Proceeding Termination.* A person does not fail to meet the determination standard solely because of the termination of a proceeding by judgment, order, settlement, conviction, or a plea of nolo contendere or its equivalent.

(c) *How Determinations Are Made.* If all of the Directors are disinterested and independent, as defined in the Texas Business Organizations Code, the determinations required under this Section will be made by a special legal counsel selected by the Board. Otherwise, the determinations will be made by the Members of a majority of Lots in the Property, other than Lots owned by persons who are not disinterested and independent as defined in the Texas Business Organizations Code.

10.03. Exceptions to Mandatory Indemnification. A person who is found liable to the Association or is found liable because the person improperly received a personal benefit is not entitled to indemnification under this Article if, in a legal proceeding, the person has been found liable for (1) willful or intentional misconduct in the performance of the person's duty to the Association, (2) breach of the person's duty of loyalty owed to the Association, or (3) an act or omission not committed in good faith that constitutes a breach of a duty owed by the person to the Association. In all other instances, indemnification of a person who is found liable to the Association is limited to reasonable expenses actually incurred by the person in connection with the proceeding, excluding a judgment, a penalty, a fine, or any other type of sanction. A person indemnified by the Association is considered to have been found liable in relation to a claim, issue, or matter only if the liability is established by an order, including a judgment or decree of a court, and all appeals of the order are exhausted or foreclosed by applicable law.

10.04. Expenses. The indemnification provided by this Article covers reasonable expenses and costs, such as legal fees, actually and necessarily incurred by the indemnified person in connection with a qualified claim.

(a) *Advancement of Expenses.* The Association may pay or reimburse reasonable expenses incurred by an indemnified person who was, is, or is threatened to be made a respondent in a proceeding in advance of the final disposition of the proceeding without making the determinations required under the Section above titled "Mandatory Indemnification," after the Association receives a written affirmation by the person of the person's good faith belief that the person has met the standard of conduct necessary for indemnification under this Article, and a written undertaking by or on behalf of the person to repay the amount paid or reimbursed if the final determination is that the person has not met that standard or that indemnification is prohibited by this Article. The required written undertaking must be an

unlimited general obligation of the person, but need not be secured and may be accepted by the Association without regard to the person's ability to make repayment.

(b) *Witness Expenses.* The Association may pay or reimburse reasonable expenses incurred by an Association Leader, Member, employee, agent, or other person in connection with that person's appearance as a witness or other participation in a proceeding at a time when the person is not a respondent in the proceeding.

10.05. Indemnification of Other Persons. Subject to the same limitations, determinations, and exceptions for Association Leaders, the Association may indemnify and advance expenses to a person who is not otherwise covered by this Article's indemnification as provided by (1) a provision in a Governing Document, (2) a contract to which the Association is a party, (3) common law, (4) a Board resolution, or (5) a resolution approved by the Association's Members. A person indemnified under this Section may seek indemnification or advancement of expenses from the Association to the same extent that an Association Leader may seek indemnification or advancement of expenses under this Article.

## **ARTICLE XI – AMENDMENT TO BYLAWS**

The terms and provisions of these Bylaws may be amended by the Board at any special meeting of the Board or at the annual meeting of the Board.

## **ARTICLE XII – GENERAL PROVISIONS**

12.01. Conflicting Provisions. If any provision of these Bylaws conflicts with any provision of the applicable 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. If a provision of the Association's Certificate of Formation conflicts with these Bylaws, the Certificate of Formation controls. In the case of any conflict between the Declaration and these Bylaws, the Declaration controls.

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

12.03. 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.

12.04. 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 calendar year is the fiscal year.



12.05. 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.

**CERTIFICATE & ACKNOWLEDGEMENT**

The undersigned, being the President of the Association, certifies that the foregoing Amended and Restated Bylaws of the Association were adopted for the benefit of the Association at a special meeting of the Board of Directors of the Association, and shall amend and restate in their entirety those certain Bylaws filed in Book 282, Volume 1034, of the Real Property Records of Garza County, Texas.

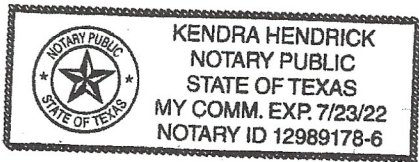
Signed this 16<sup>th</sup> day of May, 2019.

North Ridge Homeowners Association, Inc.:

By: *Connie Wharton*  
Connie Wharton, President

STATE OF TEXAS                   §  
   §  
COUNTY OF LUBBOCK         §

This instrument was acknowledged before me on May 16, 2019, by Connie Wharton, President of North Ridge Homeowners Association, Inc.



*Kendra Hendrick*  
Notary Public, State of Texas