

**NOTICE OF FILING OF DEDICATORY INSTRUMENT FOR  
TOWNES OF BUCKINGHAM TOWNHOME OWNERS ASSOCIATION, INC.**

**ELECTRONICALLY RECORDED 201900016296  
01/18/2019 11:27:40 AM DEDICATION 1/29**

**STATE OF TEXAS**

**COUNTY OF DALLAS**

**This Notice of Filing of Dedicatory Instruments for the Townes of Buckingham Townhome Owners Association, Inc., ("Notice") is made by and on behalf of the Townes of Buckingham Townhome Owners Association, Inc. (the "Association").**

**RECITALS:**

**WHEREAS, the Association is a property owners association as defined in Section 202.001(2) of the Texas Property Code; and**

**WHEREAS, The Association is governed by a dedicatory instrument, which covers the property described therein entitled Declaration of Covenants, Conditions and Restrictions for Townes of Buckingham Townhomes, filed for record on January 27, 2014, Instrument No. 201400019166, in the Real Property Records of Dallas County, Texas (the "Declaration"), as such may be amended, supplemented and/or corrected from time to time; and**

**WHEREAS, Section 202.006 of the Texas Property Code requires a property owners association to file the dedicatory instrument in the Real Property Records of each county in which the property to which the dedicatory instrument relates is located; and**

**WHEREAS, the Association desires to file a Notice by adding the instruments attached hereto herein adopted by the Association.**

**NOW THEREFORE, the Association files true and correct copies of the following instruments of the Association which are attached hereto:**

**I. RESOLUTION OF THE BOARD OF DIRECTORS; and**

**RULES AND REGULATIONS**

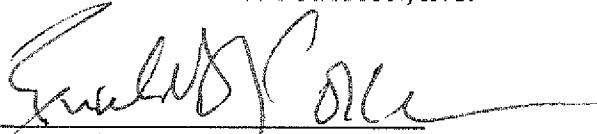
**EXHIBIT 2: NOTICE AND HEARING – SCHEDULE OF FINES (FINES ALSO KNOWN AS ("INDIVIDUAL ASSESSMENT"))**

**EXHIBIT 3: COLLECTION POLICY WITH EXHIBIT A, PAYMENT PLAN POLICY**

**IN WITNESS WHEREOF, the undersigned agent or agent's representative of Townes of Buckingham Townhome Owners Association, Inc., certifies that, to the best of his/her knowledge, as of the effective date of this Notice of Filing of Dedicatory Instrument that the foregoing instruments are a true and correct copy of the current instruments of the Association.**

**[Signature follows on next page]**

TOWNES OF BUCKINGHAM  
TOWNHOME OWNERS ASSOCIATION, INC.

By:   
Ronald J. Corcoran, President,  
Essex Association Management, L.P., Managing  
Agent on behalf of Townes of Buckingham  
Townhome Owners Association, Inc.

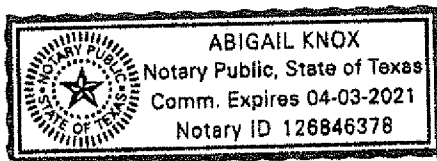
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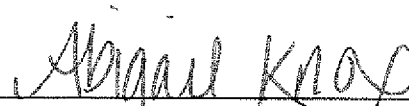
STATE OF TEXAS

COUNTY OF DALLAS

Before me, the undersigned authority, a Notary Public in and for said county and state, on this day personally appeared Ronald J. Corcoran, President of Essex Association Management, L.P., and a duly authorized Agent on behalf of Townes of Buckingham Townhome Owners Association, Inc., known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he/she executed the same for the purposes and consideration therein expressed, in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS 8 DAY OF January, 2019.



  
Notary Public in and for the State of Texas

After Recording Return To:  
Essex Association Management, LP  
1512 Crescent Drive, Suite 112  
Carrollton, Texas 75006

**RECORD OF ACTION OF THE BOARD OF DIRECTORS  
OF  
TOWNES OF BUCKINGHAM TOWNHOME OWNERS ASSOCIATION, INC.  
(Establishment of Rules and Regulations)**

**Dated: November 26, 2018**

**NOW, THEREFORE**, the undersigned, being a majority of the Directors of Townes of Buckingham Townhome Owners Association, Inc. record that effective the above date, they adopt the following resolutions:

**WHEREAS**, the Board of Directors of Townes of Buckingham Townhome Owners Association, Inc. is empowered to govern the Homeowners Association pursuant to Article 2, Section 2.9 of the Bylaws; and

**WHEREAS**, Per Article 6, Section 6.1 the Board has the right to establish and amend from time to time, reasonable rules and regulations; and

**WHEREAS**, There is a need to establish and clarify rules and regulations and to amend the current fine and fee schedule; and

**WHEREAS**, it is the intent that these policies shall be applicable to all owners, occupants, and guests within Townes of Buckingham Townhome Owners Association, Inc.

**NOW, THEREFORE, BE IT RESOLVED THAT** the following policies are hereby adopted by at least a majority of the Board of Directors as signified by their signature and affirmative vote; and

**BE IT FURTHER RESOLVED**, that the Manager, acting on behalf of the Association, shall provide notice to all members of the Association of the policies and procedures provided herein by mailing a copy of the resolutions to each of the addresses last shown in the records of the Association and shall e-mail blast an announcement and post a copy to the community website; and

**BE IT FURTHER RESOLVED** that the policies and procedures shall be effective as of January 1, 2019. This resolution shall remain in effect until otherwise rescinded, modified, or amended by a majority of the Board of Directors.

[Signature page follows this page]

IN WITNESS WHEREOF, the following Directors of this association have hereunto subscribed their names  
this 26 day of November, 2018.

Samantha Colletti

Samantha Colletti, President

☒ **Vote**  
Yes No Abstain

Omar Khan

Omar Khan, Secretary

☒ **Vote**  
Yes No Abstain

Meghan F. Gilroy

Meghan Gilroy, Treasurer

☒ **Vote**  
Yes No Abstain

Fangyi Song

Fangyi Song, Member 1

☒ **Vote**  
Yes No Abstain

## **RULES AND REGULATIONS**

### **TOWNES OF BUCKINGHAM TOWNHOME OWNERS ASSOCIATION, INC.**

**November 26, 2018**

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#### **I. GOAL OF THE RULES AND REGULATIONS**

It is important that we preserve the living and architectural style that the Townes of Buckingham Townhomes represent. The goal of these Rules and Regulations is to provide reasonable, practical guidelines for the operation of the Townes of Buckingham. All residents and guests are obligated to comply with these Rules and Regulations and the Association's Governing Documents. Based upon the governing authority outlined in Article 6 of the Bylaws and Section 7.4 of the Declaration, the Board of Directors of the Association may adopt, amend, and/or rescind Rules and Regulations as deemed necessary or appropriate. References to the Association mean the Board acting for and on behalf of the Association. The terms used in these Rules and Regulations have the same meanings as set forth in Section 1 of the above referenced Declaration.

#### **II. GENERAL REGULATIONS**

1. Please be considerate of other residents. Owners, Occupants, and their guests may not engage in conduct that is an annoyance or nuisance of any kind to others or that is threatening or harassing in nature. Owners and Occupants are responsible for the behavior of their families, guests, and tenants while at The Townes of Buckingham. The cost of repair of damage to the Property the Association may incur resulting from acts of carelessness, violations, or other inappropriate actions by any Owner, Occupant, Guest, or Invitee may be assessed against the Owner's Unit.

2. **Annoyance** - No Lot or Common Area may be used in a way that annoys neighbors, could reduce the desirability of the Property as a residential neighborhood, may endanger the health or safety of residents of other Lots, may result in the cancellation of insurance on the Property or violates the law. The Board has the sole authority to determine what constitutes an annoyance per Section 7.6 of the Declaration.
3. **Noise and Odor** – Townhomes are not sound proof. Residents and guests must take extreme care to avoid making loud, disturbing or objectionable noises or noxious odors that are likely to disturb other residents. Quiet hours are from 10pm to 9am daily, without exception.
4. **Easement** - Each Owner, by accepting an interest in or title to a Lot, grants the Association an easement of access to enter any part of the Property, without limitation, including the inside of the Townhome, courtyard, and front yard for the following purposes: to inspect the property for compliance with maintenance and architectural standards, perform maintenance in accordance with the Declaration, enforce architectural standards, enforce use restrictions, exercise of self-help remedies permitted by the Documents or applicable law, respond to emergencies, grant easement to utility providers, perform any other duties of the Association as permitted in the Documents
5. **Residential Use** - The Townes of Buckingham community is designed to be a residential community. Business or commercial activities may not be conducted, except as outlined in Section 7.24 of the Declaration.
6. **Trash** - Trash must be placed in proper trash bags no smaller than 13 gallons. For health and sanitary purposes, any violation of this rule will result in financial penalties as outlined in the Fines and Fee Schedule. All trash bags must be securely closed to avoid debris in the community. Trash and recycling may be placed out after 8pm the night before the designated pick-up day. At all other times, trash and recycling must be stored indoors/garage until designated pick-up days.
7. **Yards** - Owners/Occupants must maintain their Yards in a neat and attractive manner that is consistent with the neighborhood, free of weeds and debris. Yards may not be used for storage of any kind. The Architectural Committee may limit colors, number, size and type of furnishings, plantings and other items kept in the yard per section 7.11 of the Declaration.
8. **Guns** – Hunting and shooting are not permitted anywhere on or from the Property per Section 7.18 of the Declaration.
9. **Drainage** – No person may alter or interfere with established drainage unless approved by the Board per Section 7.14 of the Declaration.

### **III. COMMON AREAS**

1. No plantings are allowed in the Common Areas without prior written approval of the Board. No alteration to the landscaping is allowed without the Board's prior written authorization.
2. The removal of refuse and litter left in the Common Area by Owners, Occupants or guests shall be the responsibility of such Owner or Occupant. Owners shall use their best efforts to keep the Common Areas neat. This includes proper disposal of all pet waste. The Association may provide pet waste bags, however, if bags are not available, it is still the responsibility of the pet owner to remove pet waste from Common Areas and dispose at designated waste stations or trash receptacles.
3. Damage to the Common Areas or property of others caused by Owners, Occupants, Family Members, Guests, or Invitees shall be repaired and paid for by the Owner or Occupant responsible. If the unit is rented or leased the Owner is ultimately responsible for the conduct of his/her tenant and shall be held liable and shall pay for such damage immediately upon receipt of the invoice. The Association may levy the costs to the Owner's account.
4. Any lawn water sources and equipment may not be moved, altered, or removed by any Owner, Occupant or guest.
5. Grilling, playing of music, parties or parades, washing of vehicles etc., are not permitted in any Common Areas unless the Board has provided prior written approval in advance of such activities.

### **IV. MEMBERSHIP TRANSFER/HOME RESALE**

1. Any Owner contemplating the sale of his or her Unit shall inform the Secretary of the Association, or the designated representative of the Association, of such intent before the Unit is offered for sale. The Association will, within a reasonable amount of time after a written request to the Association's Secretary or its Managing Agent, provide to the seller or seller's agent a Resale Disclosure Certificate as required by Section 8.11.1 of the Declaration. A reasonable charge will be made for issuance of the statement and documents.
2. Within 30 days after taking title to a Unit, the new Owner shall register with the Secretary of the Association and the Managing Agent in writing, by providing the following: a) A copy of the settlement statement or deed, b) Names of all Occupants and Owners of the Unit and the address at which the Owner desires to receive notices if other than the Unit address c) Owner's email address, and phone number d) Any mortgagee's name, address and loan number e) The name, address and phone number of Owner's management company, if any. Complete details on resale may be found in Section 8.11 of the Declaration.

### **V. OCCUPANCY AND LEASING**

1. No more than 3 people may occupy a Unit-- i.e. one person per bedroom. An exception is allowed for familial status as defined by applicable fair housing laws and permitted by the U.S. Department of Housing and Urban Development. Other than the living area, no thing or

2. Owners leasing their units must supply the following information to the Board and/or its Managing Agent no later than the commencement of the lease as follows: a copy of the lease agreement, the name of the lessee and all occupants of the Unit and Other information deemed necessary by the Board for emergency or health and safety reasons.
3. Owners must supply a copy of the lease agreement information each time their Units are leased to a new lessee or whenever the lease period is extended or renewed with an existing lessee.
4. The term of the lease must be for a period of no less than twelve (12) consecutive months. Owners are prohibited from vacation, air BnB, short term or "hotel style" rentals which means that no lease for less than the entirety of the unit shall be permitted for any period of less than twelve (12) months. Single room rentals shall be permitted only if the owner is also occupying the Unit, provided that occupancy complies with Section 7.22 of the Declaration. Subleasing of Units is prohibited.
5. A receipt must be signed by the Owner and the lessee in form and content provided by the Board that states the lessee has received a copy of and will abide by the Rules and Regulations, and such document must be included as an addendum to the lease agreement. Failure of the lessee to comply with the Documents, federal or state law, or local ordinance is deemed a default under the lease. When the Association notifies the owner of his tenant's violation, the Owner will promptly obtain his tenant's compliance or exercise his rights as a landlord for tenant's breach of lease. If violations continue or are repeated, and/or the Landlord is unwilling, unable, or unavailable to obtain his tenant's compliance, the Association has the power and right to pursue remedies of a landlord under the lease and state law, including eviction of the tenant.
6. **No more that 10% of homes may be rented at any given time.**

## **VI. ARCHITECTURAL AND EXTERIOR RESTRICTIONS AND GUIDELINES**

**Per Section 6.3.1 the Board of Directors may act as the Architectural Control Committee ("ACC"). In Section 6 below any reference to Architectural Reviewer or Architectural Control Committee shall refer to the Board.**

1. Per Section 6.4 and 7.2 of the Declaration, without prior written approval from the Board, no person may modify or change the appearance of the exterior of any Townhome or Yard. Owners and Occupants have the responsibility for obtaining written approval from the Board before making any additions, modifications, decorations, changes, or other improvements or exterior changes to their Units or the adjacent Yard. Certain improvements may also require approval by the City. If any exterior change is made without approval the Association has the right to remove the unapproved items at the expense of the Owner of the Unit.
2. A person may not construct a townhome, make an addition, alteration, improvement, installation modification, redecoration or reconstruction of or to a townhome or any other part of the property if it will be visible from the street, another townhome or the Common



Area are prohibited without the prior written approval of the Board as set forth in Section 6 and 7 of the Declaration.

3. Plans and specifications showing the materials, colors, structure, and location of any proposed alteration must be submitted to the Board and/or the Managing Agent in writing, in sufficient detail to assure its structural soundness, its compliance with the architectural scheme and harmony of the Property and its relation to the surrounding structures and topography of the Property. The Managing Agent assists in the processing and may assist in the review process upon request of the Board however, the Board, as the acting ACC, shall have the final authority with regard to approval for any architectural modification request.
4. Both the Lot and the townhome must be maintained in a manner so as not to be unsightly when viewed from the street or neighboring lots or common areas. The Architectural Committee is the arbitrator of acceptable standards per Section 7.7 of the Declaration.
5. Accessory sheds, dog houses, gazebos, playhouses and greenhouses are not permitted per Section 7.8 of the Declaration.
6. An Owner or resident may not change or add colors that are visible from the street, Common Area, or another unit without prior written Board approval.
7. Balcony carpeting or other coverings are not allowed without written approval from the Board. No permanent installation of balcony carpeting is allowed.
8. Regarding Section 7.13, Residents may have up to 2 potted plants provided that the pots may not exceed 18" in height or width. Additionally, potted plants must be located adjacent to the front door and may not impede access into/ out of the front door. Hanging planters are prohibited. Vines and climbing plants are prohibited. Plants may not interfere with the aesthetic of the community or landscape maintenance and must be kept watered and alive. Dead plants must be removed immediately. Pots and planters must be outdoor grade—made of wood, metal, concrete, or composite materials-- in solid color dark wood tones, terracotta, or gray and may not be weathered or distressed in appearance. Potted plants are allowed without restriction in courtyards or balconies provided that they are actively maintained, are not vines/ climbing plants, and do not create a hazard or nuisance. The Board has the sole right to determine which plants and pots are appropriate.
9. Regarding Section 7.13, Residents may have 1) a bench or 2) no more than 2 chairs and a small table near their front door and or on their balcony provided that a) furniture is made of wood, wicker, metal, or composite materials that are considered outdoor grade b) furniture is wood tone, black, or gray in color. c) Furniture may not appear weathered, worn or in disrepair—proper appearance is at the sole discretion of the Board d) Furniture does not restrict access into/out of the front door e) furniture does not interfere with landscape maintenance f) Furniture not meeting the above criteria may still be allowed with written request to the Board. The Association does not bear any liability for the loss or damage to any Outdoor Furniture. Furniture in interior courtyards is permitted so long as it complies with community aesthetic guidelines and does not create a hazard or nuisance.

10. Exterior decorations are allowed as long as the conditions described herein are met and such decorations are not placed in Common Areas. Neither the HOA Board nor the Association bears any liability for the loss of or damage to any Exterior Decoration.
  - i. Wreathes placed on doors and doormats are allowed year-round
  - ii. Without limitation, any decoration determined to be inappropriate (including, but not limited to, decorations containing or promoting hate speech or containing vulgar language or imagery whether explicitly or implicitly) by the Board must be removed immediately by the resident. Should the resident not be able to remove the decoration within 24 hours or not be willing to remove the decoration, the HOA Board may have the decoration removed and disposed of at the resident's expense.
  - iii. Decorations may not be affixed to buildings
  - iv. Any organic material (e.g., pumpkins, evergreen wreathes or garland) must be removed prior to it becoming a hazard or nuisance. If organic material is allowed to decompose, it will lead to immediate financial penalties without a written warning.
  - v. Holiday decorations (e.g., lights, jack-o-lanterns) may not be placed outside more than 14 days prior to the holiday and must be removed within 14 days of the end of the holiday
  - vi. Decorations may not contain a flame
  - vii. Any decoration with light (e.g., Christmas lights) must be turned off by 10:00 PM each night and may not be turned on prior to 7:00 AM each morning
  - viii. Decorations in Common Areas are not allowed unless explicitly approved in advance by the Board in writing. This includes, but is not limited to, items hung in trees (e.g., bird feeders, windsocks) or placed in yards (e.g., gnomes).
11. The entryway to each unit must be kept clean and tidy. With the exception of Potted Plants, Outdoor Furniture, and Exterior Decorations as documented above, entryways may not be used for storage of any item (e.g., household supplies, toys, shoes, clothing, trash, etc.).
12. The following are prohibited activities as they relate to the use of balconies, front sidewalks, and front porches: a) Installation or use of electric lights other than as originally installed by Declarant or as approved by the Board b) Posting of signs or advertisements c) Hanging of garments, rugs, and the like from the balcony railings or use of clothes lines d) Storage of boxes, bicycles, or any items not considered seasonal furniture or accessories e) Placement or use of wind chimes, bells, or any item that creates a noise f) Feeding of birds, squirrels, or other wild animals.
13. All window treatments, curtains, etc. that are visible from the street or another townhome must be maintained in good condition, and must not detract from the appearance of the property. All window treatments are subject to Board review and determination of what is appropriate is at their sole discretion per Section 7.31 of the Declaration.

## **VII. SIGNS AND FLAGS**

1. Except as expressly permitted by law or under Section 7.25 of the Declaration, signs, flags, advertisement or displays of any kind may not be placed on the property without prior written approval from the Board. The Board has sole discretion over the nature, size, location, number and time period of approved signs. No sign of any sort, other than a security company sign or decal, may be displayed from a door or window of a Unit that is visible from the street,

Common Area or a neighboring Unit. For sale/lease signs are prohibited. Policies regarding exceptions for political signs are clearly defined in Section 7.25 of the Declaration.

2. Each owner has the right to fly the flag on his Lot. Only the United States Flag and/or Texas State flag and/or a flag for any branch of the U.S. Armed Forces may be displayed. All flag displays must comply with public laws. Flags must be wall-mounted to the first floor façade of the house, no in ground poles are permitted. Mounting of a flag requires prior written approval for size and location by the Architectural Committee and Board. No other flags, banners, pennants, kites or similar types of displays are permitted on a Lot if display is viable from a street or Common Area per Section 7.33 of the Declaration.

#### **VIII. ANTENNAS/ SATELLITE DISHES**

1. Antennas, satellite dishes, microwave dishes, and receiving or transmitting towers that are visible from a street or another Lot are prohibited except for as defined in Section 7.27 of the Declaration. Prior to installing a satellite dish, antenna or other receiving device, Owners/Residents must submit an approval request to the Architectural Committee to confirm location, size and appropriate installation of the device. Residents who do not obtain prior written approval may be subject to fines or may have to relocate their dish/antenna at their own expense.
2. All antennas or dish devices must be professionally installed by a qualified individual who is licensed and certified in low voltage installations. If a satellite or antenna is improperly installed it may void the roof warranty resulting in the Owner being responsible for roof repairs or damage to their unit or neighboring units resulting from, improper installation. Any damage to the exterior of the Unit or insulation of Unit/neighboring Units or subsequent costs to repair shall be the Owner's responsibility.
3. All satellite dishes and antennas are subject to inspection by the Association, and in any case of faulty and/or non-compliant installation, the Association Manager will notify the Owner who will be instructed to correct the faulty installation within (14) days. If it is not corrected the Association may disconnect and remove the dish/antenna until such time as it can be installed correctly. All charges for such process and necessary repairs shall be charged back to the Owner.

#### **IX. VEHICLES: STREETS, PARKING AND GARAGES**

1. The Driveway portion of a Lot may not be used for any purpose that interferes with its purpose of vehicular access to the garage. Driveways may not be used for parking or storage including boats, trailers of any kind and inoperable vehicles and may not be used for repair/restoration of vehicles. Vehicles blocking any Driveway will be towed at the vehicle owner's expense.
2. Garages may not be enclosed or used for any purpose that prohibits the parking of two standard-size, operable vehicles therein (i.e., Garages may not be used for storage or converted to any other use if such storage or use prohibits the space necessary for parking two standard size vehicles). Garage doors must be kept closed at all times except when a vehicle is entering or leaving.

3. If a resident or occupant has more than 2 vehicles, additional cars must be parallel parked in designated parking areas. Vehicles that are not parallel parked or not parked in the designated parking areas as outline in item 5 below, will be towed at the vehicles owner's expense.
4. Per section 7.30.2 of the Declaration, without prior written approval the following vehicles and equipment may not be kept anywhere on the property at any time: mobile homes, motor homes, buses, trailers, boats, inoperable vehicles, commercial truck cabs, trucks with tonnage over one ton, vehicles which are not customary personal passenger vehicles, commercial vehicles and any vehicle the Board deems to be a nuisance, unsightly, or inappropriate. Vehicles that transport inflammatory or explosive material are prohibited at all times.
5. Parking: guests and residents with more than 2 vehicles must parallel park in designated guest parking areas per the site map that was approved by the City of Richardson. A site map will be posted to the Townes of Buckingham website and is included in the First Amendment to the Declaration under Appendix A "Real Property Legal Description." This map is also attached to this Document as Exhibit 1. Vehicles must be parallel parked and no vehicle may sit unmoved in guest parking for a period of more than 7 consecutive days without prior written approval from the Board. Vehicles may not park in any other areas not designated for parking per the site map. Vehicles found in violation of these rules will be subject to towing at the vehicle owner's expense. Areas not marked as designated parking are considered Driveways and vehicles left unattended in such Driveways will be towed at the owner's expense.

#### **X. PETS AND ANIMALS**

1. No animal of any kind may be bread on the Property for commercial purpose or for food. Customary domesticated household pets may be kept subject to the Rules and Regulations. The Board may adopt, amend, and repeal rules regulating the type, size, number and location of animals and may affect the removal of any animal that violates these rules.
2. No more than 2 pets (combined weight of 100 pounds) may be maintained in each townhome. Of the 2 pets, no more than 2 can be cats or dogs. Permission to maintain other types of household pets must be obtained in writing from the Board.
3. Pets must be kept in a manner that does not disturb the peaceful enjoyment of other residents. No pet is permitted to bark, howl, whine, screech, or make other loud noises for extended or repeated periods of time. The Board is the sole arbitrator of what constitutes a disturbance or annoyance. Any repeated or prolonged disturbance by a pet, such as noise, odor, waste, or threatening or nuisance activity, will be cause for imposition of a fine on the responsible Owner and/or the removal of the offending pet from the Property. Decisions by the Board concerning the removal of a pet shall, upon written request of the applicable Owner, be submitted to a vote by the Board in an open meeting, provided that the requesting Owner shall pay the cost of calling and holding the meeting.
4. Pets must be kept inside and may not be kept on a patio, porch or yard area. No pet is allowed in the Common Area unless carried or leashed. Pets may be walked on the Property only in accordance with local leash laws.

5. It is the pet owner's sole responsibility to clean up after their pet. A resident must prevent their pet from relieving itself in the Common Area or the Lot of another owner. The Association may provide bags, however if bags are unavailable, pet owners must provide their own waste bags and all bags must be properly disposed of in designated pet waste stations. Residents that do not clean up after their pet will be subject to fines and penalties as outlined in the Fines and Fee Schedule for this community.
6. The pet owner is solely responsible for any property damage, injury or disturbance caused by or inflicted by an animal kept on their Lot. The Board, the Association, and other Owner/Residents are indemnified from any loss, claim, or liability resulting from any action of the animal or arising by reason of keeping the animal on the Property.

#### **XI. CHILDREN**

Parents are responsible for their children's behavior, welfare, and safety while on the Property.

#### **XII. BARBECUE GRILLS/ FIRE SAFETY**

1. Exterior fires are prohibited unless contained in a commercial standard grilling device approved by the Board. Commercial standard grilling devices (i.e., those purchased from a retailer) are allowed as long as they, and an appropriate fire extinguisher, are registered with the Board and are made available for a safety inspection at the Board's reasonable request. With the exception of Barbecues, any item creating or containing a flame is prohibited. This includes, but is not limited to: patio heaters, fire pits, torches, and outdoor candles.
2. Placement and/or use of barbecue grills or outdoor cooking equipment in a manner that causes smoke or smell in adjoining Units is strictly prohibited
3. Use of charcoal grills on balconies or in courtyards are strictly prohibited. Charcoal grills must be 15 feet from any building or flammable structure when in use. Charcoal grills must be stored inside the Unit's garage or courtyard when not in use.
4. No person may disconnect, tamper with, cover, use, misuse or modify the fire safety equipment of the Property, including any sprinkler heads or waterlines in and above the ceilings of the townhome, or interfere with the maintenance or testing of the same by persons authorized by the Association or public officials.

#### **XIII. COMPLIANCE WITH RULES AND REGULATIONS**

Enforcement of these Rules and Regulations will be accomplished by the Board of Directors ("Board") or the Association's Managing Agent within the bounds of, and with the authority given to, the Association by the Declaration, the Articles of Incorporation of the Townes of Buckingham Townhome Owners Association, and the By-Laws of Townes of Buckingham Townhome Owners Association, as any of the same may be amended from time to time (with said Declaration, Articles, and By-Laws hereinafter collectively referred to as "Governing Documents"). The Board will use its discretion in setting reasonable fines commensurate with the infraction. For purposes

of these Rules and Regulations, the term "Property" shall collectively mean the Common Areas and Units, as said terms are defined in the Declaration. Unless otherwise described in these Rules and Regulations, terms utilized shall be as defined in the Governing Documents. Waivers of specific Rules and Regulations for specific situations may be granted by the Board if the waiver is based upon an emergency situation.

The Board has the authority to amend these Rules and Regulations and make such other Rules and Regulations, from time to time, as it deems necessary for the use, safety, care, and cleanliness of the Townes of Buckingham community, and for securing the common comfort and convenience of all residents.

**XIV. VIOLATIONS/ HEARINGS/ ACCESS FINES**

When there is a violation of these Rules and Regulations or the Governing Documents, the Board is authorized to pursue various remedies. These remedies include legal action for damages or equitable relief in any court, imposition of late charges for past due assessments, imposition of reasonable fines for violations, and the correction of any exterior condition in a Unit that violates the Rules and Regulations or Governing Documents. (See Sections 7.4, 11.2, 12.2-12.5 of the Declaration.) Before the Board imposes a fine for any violation, the Board shall serve notice of violation and upon written request of the offending Owner, grant the Owner a fair hearing. Please refer to Section 12.1 of the Declaration for a complete discussion of the rights of an Owner with respect to hearings.

**XV. NOTICE TO MEMBERS OF RULES CHANGES**

The Board will provide reasonable notice of any changes in these Rules and Regulations to the members of the Association. At least 10 days before the effective date, the Board will give written notice to an Owner of each Lot of any amendment, termination, or adoption of a rule or will publish the same in a community newsletter, on the Associations website, or in any other form or medium that is circulated or available to all members. Any member or resident has the right to comment orally or in writing to the Board about proposed actions. Written comments must be directed to the Board's official communication channels including email via [boardofdirectors@townesofbuckingham.com](mailto:boardofdirectors@townesofbuckingham.com) or sent to the physical address of the community's Management Company. The Board will from time to time distribute complete copies of the Rules and Regulations to owners and if the Board so chooses, non-members residents as well. See Section 6.3 and 6.4 of the Bylaws for further detail.

**XVI. RECORD OF CHANGES**

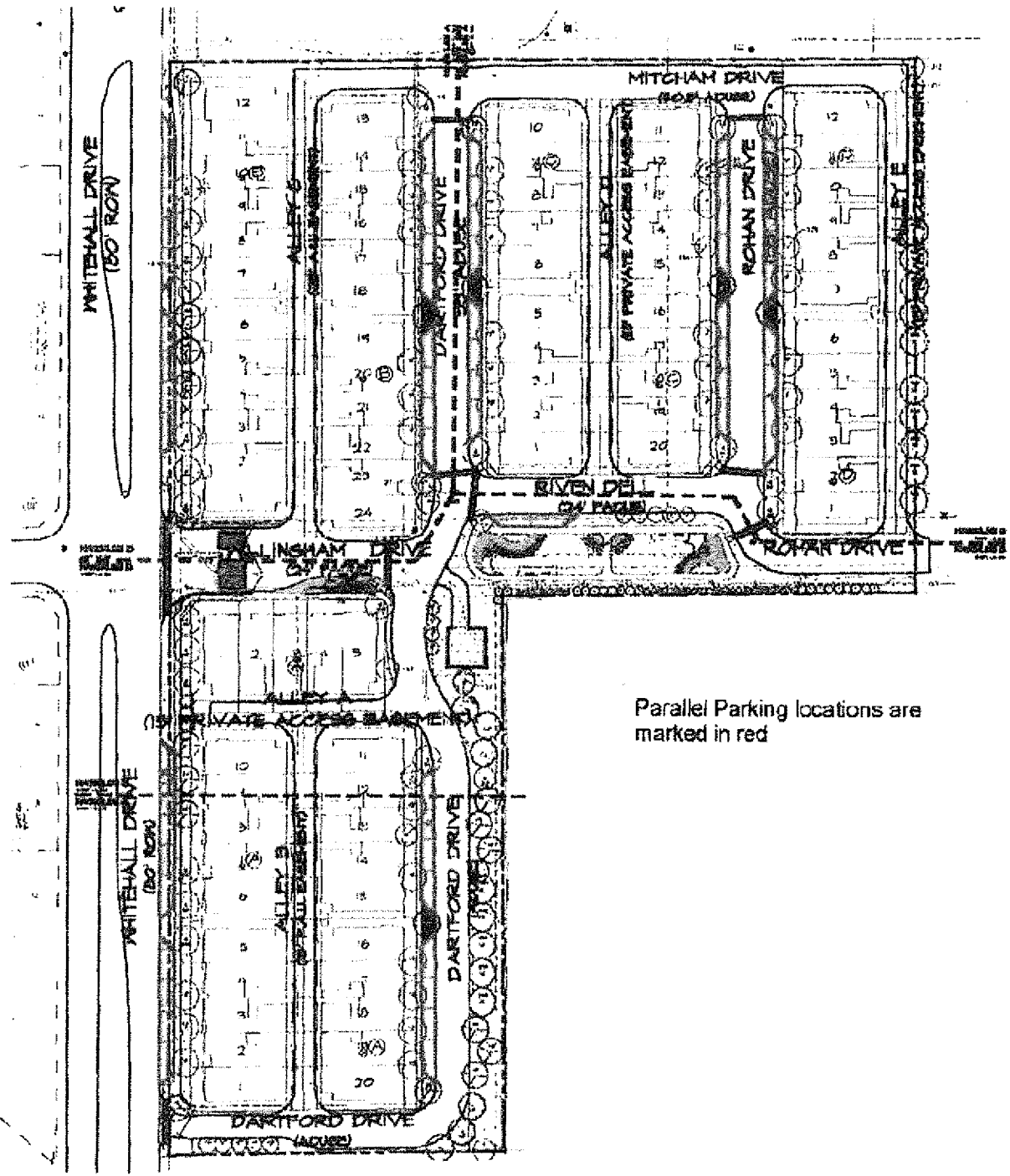
DATE	SECTION	BRIEF DESCRIPTION OF CHANGE
11/2/2018	Entire Document	Rules and Regulations first established

## **EXHIBIT 1**

**TOWNES OF BUCKINGHAM TOWNHOME OWNERS ASSOCIATION, INC.**

**RESOLUTION OF THE BOARD**

**Townes of Buckingham Parking Diagram**



Parallel Parking locations are marked in red



## **EXHIBIT 2**

**TOWNES OF BUCKINGHAM TOWNHOME OWNERS ASSOCIATION, INC.**

### **RESOLUTION OF THE BOARD**

Townes of Buckingham Notice and Hearing; Schedule of Fines

## EXHIBIT 2

### TOWNES OF BUCKINGHAM TOWNHOME OWNERS ASSOCIATION, INC.

#### NOTICE AND HEARING; SCHEDULE OF FINES (FINES ALSO KNOWN AS "INDIVIDUAL ASSESSMENTS")

##### Notice and Hearing.

(a) Prior to the imposition of any fine ("Individual Assessment") for a violation of this Declaration or the levying of any special assessment on an Owner, the Association will give at least **one (1) notice** to the Owner in compliance with Section 209.006 of the Texas Property Code (the "**Property Code**"), as the same may be hereafter amended. The Board of Directors may, at their sole discretion, send only **ONE NOTICE OF VIOLATION (the "Notice of Fine")** which shall allow the Owner not more than **three (3) days** in which to cure the violation. If a courtesy notice is issued the Owner shall have not more than **three (3) days** to cure the violation otherwise, a Notice of Fine will be issued and the Owner will have not more than an additional **three (3) days** in which to cure the violation subject to the exclusions in (iii) below. Such notice shall be as follows:

(i) If a Courtesy Notice is sent the notice will be delivered by regular U.S. mail.

(ii) If a Notice of Fine is sent ("Individual Assessment") the notice will be delivered by certified mail.

(iii) Each notice must describe the violation or property damage that is the basis for the fine for such violation, and state any amount due the Association from the Owner.

(iv) The notice must inform the Owner that the Owner is entitled to a reasonable time to cure the violation **which shall not exceed a total of six (6) days regardless of the number of notices issued, excluding violations for trash, trash receptacles, or debris which shall be corrected within 24-hours of notice**, and avoid the fine and that the Owner may request a hearing under this Section 12.01 and Section 209.007 of the Texas Property Code on or before the 30th day after the Owner receives the notice. An Owner may request a hearing at any time up to thirty (30) days after a Fine Warning Notice is issued and/or a fine is levied.

(b) In compliance with Section 209.007 of the Texas Property Code, if the Owner submits a written request for a hearing, the Association shall hold a hearing not later than the thirtieth (30th) day after the date the Board receives the Owner's request, and 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 without mutual consent of both Parties. Additional postponements may be granted by agreement of the parties. If the hearing is to be held before a committee

appointed by the Board, the notice described in Section 7.2 and 7.3 of the Declaration shall state that the Owner has the right to appeal the committee's decision to the Board by written notice to the Board.

(i) If the violation is not cured to the reasonable satisfaction of the Association after delivery of a notice of violation has been delivered in accordance with the Declaration, the Rules and Regulations, and/or this policy and provided that such Owner has not requested a hearing then the Association shall assess a fine to the Owner's account as long as a Notice of Fine has been sent. ***After at least one (1) notice of violation is served on an Owner for any violation the Association shall not be required to serve any other notice except the Notice of Fine for any violation repeated by an Owner within a six (6) month period. For chronic violators or violations repeated anytime within a six (6) month period, the Board, at their sole discretion, may exercise their right to set fine(s) on a case by case basis and is not required to follow the fine schedule below.*** The Association is not entitled to collect a fine ("Individual Assessment") from an Owner to whom it has not given notice and an opportunity to be heard, pursuant to Section 209.006 and Section 209.007 of the Texas Property Code.

(c) Fines levied by the Association for violations may be in accordance with the Schedule of Fines listed below or as outlined in (i) above. Any fine ("Individual Assessment") levied shall be reflected on the Owner's periodic statements of account or delinquency notices. **The number of notices set forth below does not mean that the Board is required to provide each notice prior to exercising additional remedies as set forth in the Declaration which may include at the Board's discretion, self-help remedies.** The Board may elect to pursue such additional remedies at any time in accordance with applicable law. **The Board also reserves the right to set fine ("Individual Assessment") amounts on a case by case basis, provided the fine ("Individual Assessment") is reasonable in light of the nature, frequency, and effect of the violation.**

**FINES:**

<b><u>Violation:</u></b>	<b><u>Fine Amount:</u></b>
Notice of Fine -1 <sup>st</sup> Notice	<b>\$50.00</b> (may be avoided if Owner cures the violation by the time specified in the notice)
Notice of Fine -2 <sup>nd</sup> Notice	<b>\$75.00</b>
Notice of Fine -3 <sup>rd</sup> Notice	<b>\$100.00</b>
Notice of Fine -4 <sup>th</sup> Notice	<b>Up to \$25 per week or partial week thereafter until violation cured.</b>

(e) Remedies Not Exclusive. All rights and remedies provided in this Policy are cumulative and not exclusive of any other rights or remedies that may be available to the Association, whether provided by law, equity, the Association's governing documents or otherwise. In the event that any provision herein shall be determined by a court with jurisdiction to be invalid or unenforceable in any respect, such determination shall not affect the validity or enforceability of any other provision, and this Policy shall be enforced as if such provision did not exist. Furthermore, in the event that any provision of this Policy is deemed by a court with jurisdiction to be ambiguous or in contradiction with any law, this Policy and any such provision shall be interpreted in a manner that complies with an interpretation that is consistent with the law. In the event any provision of this Policy conflicts with the Declaration, the Declaration controls.

(a) Any fee or charge becoming due and payable pursuant to this Policy will be added to the amount then outstanding on the Owner's account and is collectible to the same extent and in the same manner as the assessment, the delinquency of which gave rise to the incurrence of such charge, fee or expense.

The policy set forth herein may be revoked or amended from time to time by Resolution of the Board. This policy will remain effective until the Association records an amendment to this policy in the county's official public records.

**EXHIBIT 3**  
**COLLECTION POLICY**

# TOWNES OF BUCKINGHAM TOWNHOME OWNERS ASSOCIATION, INC.

## COLLECTION POLICY

**WHEREAS**, Townes of Buckingham Townhome Owners Association, Inc. (the "Association") has authority pursuant to the Declaration of Covenants, Conditions & Restrictions for Townes of Buckingham (the "Declaration") to levy assessments against Owners of Lots within Townes of Buckingham, a master planned community located in Dallas County, Texas (the "Property"); and

**WHEREAS**, in order to facilitate the timely collection of assessments and other amounts owed by Owners, and in order to comply with the Declaration and the laws of the State of Texas regarding the collection of unpaid amounts, the Board desires to establish certain procedures for the collection of assessments and other charges that remain unpaid beyond the prescribed due dates.

**NOW, THEREFORE, IT IS RESOLVED** that the following procedures and practices are established for the collection of assessments and other charges owing and to become owing by Owners in the Property and the same are to be known as the "Assessment Collection Policy" ("Policy") for the Association:

1. Generally. The steps and procedures contained in this Policy serve as a general outline of the Association's collection process. The Association is not bound to follow these exact procedures in every collection matter except as required by the Declaration and the laws that govern collection of assessments and other charges owed. The procedures below are not intended to constitute a prerequisite or condition precedent to the Association's legal ability to collect unpaid assessments and other amounts except as required by the Declaration or law.

Due Dates. Pursuant to the Declaration, the assessment shall be paid monthly on the first day of each month unless the Board determines a different schedule. The due date and delinquency date for a Special Assessment authorized per the Declaration shall be determined by the Board of Directors. Any installment of the Monthly Assessment which is not paid in full by the tenth (10<sup>th</sup>) day of each month is delinquent (the "Delinquency Date") and shall be assessed late fees, interest, and collection fees as provided below.

2. Written Notice of Delinquency. Subsequent to an Owner becoming delinquent, and prior to referring the account to the Association's legal counsel for collection, the Association will send written notice of the delinquency to the Owner via certified mail (the "Delinquency Notice" or *sometimes known as the 30-Day Demand Letter*). The Delinquency Notice shall: (i) detail each delinquent amount and the total amount owed; (ii) describe the options the Owner has to avoid having the account referred to the Association's legal counsel, including the availability of a payment plan, and (iii) provide the Owner a period of at least thirty (30) days to cure the delinquency before further collection action is taken.

3. Payment Plans. Section 209.0062 of the Texas Property Code requires that the Association adopt reasonable guidelines to establish an alternate payment schedule by which an owner may make partial payments for delinquent amounts owed to the Association in certain

circumstances. The Board has adopted and subsequently included a policy which shall govern payment plans and the Association will follow the policies and procedures contained therein.

4. Interest. In the event any assessment, or any portion thereof, is not paid in full by the Delinquency Date, interest on unpaid assessments at the rate of eighteen percent (18%) per annum from the Delinquency Date until paid shall be charged to the Owner's account. Such interest, as and when it accrues hereunder, is secured by the Assessment Lien described in the Declaration, and will be subject to recovery in the manner provided herein for assessments. The Board may, in its sole discretion, waive the collection interest; provided, however, that the waiver of interest shall not constitute a waiver of the Board's right to collect any interest or any other charges in the future.

5. Late Charges. In the event any assessment, or any portion thereof, is not paid in full by the Delinquency Date, late charges in an amount up to \$50.00 shall be assessed against the Owner's account each month and every month until the assessment and any other amounts owed is paid in full. Such late charge, as and when levied, is secured by the Assessment Lien described in the Declaration, and will be subject to recovery in the manner provided herein for assessments. The Board may, in its sole discretion, waive the collection of any late charge; provided, however, that the waiver of any late charge shall not constitute a waiver of the Board's right to collect late charges or any other charges in the future.

6. Collection Fees. In the event any assessment, or any portion thereof, is not paid in full by the Delinquency Date, collection fees shall be assessed against the Owner's account each month and every month until the assessment is paid in full. Collection fees are charges by the managing agent for the servicing of accounts, collection of delinquent accounts and for other services rendered such as payment plan processing and monitoring, demand letters, etc. Collection fees may not be waived by the Board without the consent of the managing agent. Such collection fee, as and when levied, is secured by the Assessment Lien described in the Declaration, and will be subject to recovery in the manner provided herein for assessments.

7. Handling Charges and Return Check Fees. In order to recoup for the Association, the costs incurred because of the additional administrative expenses associated with collecting delinquent assessments, collection of the following fees and charges are part of this Policy:

a. Any handling charges, administrative fees, collection costs, postage or other expenses incurred by the Association in connection with the collection of any assessment or related amount owing beyond the Delinquency Date for such assessment will become due and owing by the Delinquent Owner.

b. A charge of \$25.00 per item or the amount charged by the Bank if greater, will become due and payable for any check tendered to the Association which is dishonored by the drawee of such check, the charge being in addition to any other fee or charge which the Association is entitled to recover from an Owner in connection with collection of assessments owing with respect to such Owner's Lot.

c. Any fee or charge becoming due and payable pursuant to this Policy will be added to the amount then outstanding and is collectible to the same extent and in the same manner as the assessment, the delinquency of which gave rise to the incurrence of such charge, fee or expense.

8. Collection Agencies. In the event an account has not been paid in full following thirty (30) days from the date Delinquency Notice was mailed to the Owner, the Association's agent may refer the account to a collection agency for collection, including reporting delinquent account to any credit bureau or other agency providing credit histories to authorized entities. All costs incurred by the Association for using the services of a collection agency, or administering the referral and handling of the account to a collection agency, are deemed costs of collection of the Association. Such costs of collection, when incurred by the Association and added to an Owner's account, are secured by the Assessment Lien described in the Declaration, and will be subject to recovery in the manner provided herein for assessments.

9. Application of Funds Received. All monies received by the Association will be applied to the Owner's delinquency in the following order of priority:

- a. First, to any delinquent assessment;
- b. Second, to any current assessment;
- c. Next, to any attorney's fees or third party collection costs incurred by the Association associated solely with assessments or any other charge that could provide the basis for foreclosure;
- d. Next, to any attorney's fees incurred by the Association that are not subject to Subsection (c) above;
- e. Next, to any fines ("Individual Assessment") assessed by the Association; and
- f. Last, to any other amount owed to the Association.

If the Owner is in default under a payment plan entered into with the Association at the time the Association receives a payment from the Owner, the Association is not required to apply the payment in the order of priority specified herein, except that a fine ("individual Assessment") assessed by the Association may not be given priority over any other amount owed to the Association.

10. Ownership Records. All collection notices and communications will be directed to those persons shown by the records of the Association as being the Owner or a Lot for which assessments are due and will be sent to the most recent address of such Owner solely as reflected by the records of the Association. Any notice or communication directed to a person at an address, in both cases reflected by the records of the Association as being the Owner and address for a given



Lot, will be valid and effective for all purposes pursuant to the Declaration and this Policy until such time as there is actual receipt by the Association of written notification from the Owner of any change in the identity or status of such Owner or its address or both.

11. Notification of Owner's Representative. Where the interests of an Owner in a Lot have been handled by a representative or agent of such Owner or where an Owner has otherwise acted so as to put the Association on notice that its interest in a Lot have been and are being handled by a representative or agent, any notice or communication from the Association pursuant to this Policy will be deemed full and effective for all purposes if given to such Representative or agent.

12. Remedies and Legal Actions. If an Owner fails to cure the delinquency within the thirty (30) day period stated in the Delinquency Notice (as provided for above), the Association may, at its discretion and when it chooses, refer the delinquency to legal counsel for the Association. Any attorney's fees and related charges incurred by virtue of legal action taken will become part of the Owner's assessment obligation and may be collected as such as provided herein.

Upon direction of the Board or the Association's agent, legal counsel for the Association may pursue any and all available legal remedies with regard to the delinquencies referred to it including, but not limited to, the following:

a. Notice Letter. As the initial correspondence to a delinquent Owner, counsel will send a notice letter (the "Notice Letter") to the Owner advising the Owner of the Association's claim for all outstanding assessments and related charges, adding to the charges the attorney's fees and costs incurred for counsel's services.

b. Notice of Lien. If an Owner fails to cure the delinquency indicated in the Notice Letter, upon being requested to do so by the Board and/or Management, counsel may prepare and record in the Official Public Records of Dallas County, a written notice of assessment lien (referred to as the "Notice of Lien") against the Lot. A copy of the Notice of Lien will be sent to the Owner, together with an additional demand for payment in full of all amounts then outstanding.

c. Foreclosure. In the event that the Owner fails to cure the delinquency, the Board may direct legal counsel to pursue foreclosure of the lien. In any foreclosure proceedings, the Owner shall be required to pay the costs and expenses of such proceedings, including reasonable attorney's fees.

I. Expedited Foreclosure Pursuant to Rules 735 & 736 of the Texas Rules of Civil Procedure. The Board may decide to foreclose its lien by exercising its power of sale granted by the Declaration. In such event, counsel may commence expedited foreclosure lawsuit under Rules 735 and 736 of the Texas Rules of Civil Procedure ("Expedited Foreclosure"). Upon receipt from the Court of an order authorizing foreclosure of the Lot, counsel may post the Lot at the Dallas County Courthouse for a foreclosure sale. The Association shall have the power to bid on the Owner's Lot and improvements at foreclosure and to acquire, hold, lease, mortgage, convey or

otherwise deal with the same. The Association may institute, a personal judgment suit against the former Owner for any deficiency resulting from the Association's foreclosure of its assessment lien.

ii. Judicial Foreclosure. The Association, may file suit for judicial foreclosure ("Judicial Foreclosure") of the assessment lien, which suit may also seek a personal money judgment. Upon receipt from the Court of an order foreclosing the Association's assessment lien against the Lot, the sheriff or constable may post the Lot for sheriff's sale. The Association shall have the power to bid on the Owner's Lot and improvements at foreclosure and to acquire, hold, lease, mortgage, convey or otherwise deal with the same.

d. Lienholder Notification. In pursuing Expedited Foreclosure or Judicial Foreclosure, the Association shall provide the 61-day notice letter to inferior lienholders pursuant to Section 209.0091 of the Texas Property Code.

e. Lawsuit for Money Judgment. The Association may file suit for a money judgment in any court of competent jurisdiction.

f. Bankruptcy. Upon notification of a petition in bankruptcy, the Association may refer the account to legal counsel.

g. Remedies Not Exclusive. All rights and remedies provided in this Policy and herein above are cumulative and not exclusive of any other rights or remedies that may be available to the Association, whether provided by law, equity, the Association's governing documents or otherwise.

13. Compromise. In order to expedite the resolution of a delinquent account, the Board may, at any time, compromise or waive the payment of interest, late charges, handling charges, collection costs other than collection fees owed to the managing agent unless approved by the managing agent, legal fees or any other application charge.

14. Severability and Legal Interpretation. In the event that any provision herein shall be determined by a court with jurisdiction to be invalid or unenforceable in any respect, such determination shall not affect the validity or enforceability of any other provision, and this Policy shall be enforced as if such provision did not exist. Furthermore, in the event that any provision of this Policy is deemed by a court with jurisdiction to be ambiguous or in contradiction with any law, this Policy and any such provision shall be interpreted in a manner that complies with an interpretation that is consistent with the law. In the event any provision of this Policy conflicts with the Declaration, the Declaration controls.

**IT IS FURTHER RESOLVED,** that this Policy replaces and supersedes in all respects any prior policy and resolution with respect to the collection of assessments filed by the Association or its predecessor-in-interest, is effective upon its filing with the Office of the Dallas County Clerk, and shall remain in full force and effect until revoked, modified or amended by the Board of Directors.

# EXHIBIT A

## FOR TOWNES OF BUCKINGHAM TOWNHOME OWNERS ASSOCIATION INC.

### Alternative Payment Schedule Guidelines for Certain Assessments

**WHEREAS**, the Board of Directors (the "Board") of Townes of Buckingham Townhome Owners Association Inc. (the "Association") wishes to adopt reasonable guidelines to establish an alternative payment schedule by which an owner may make partial payments to the Association for delinquent regular or special assessments or any other amount owed to the Association; and

**WHEREAS**, the Board wishes to adopt these reasonable guidelines in compliance with Section 209.0062 of the Texas Property Code; and

**WHEREAS**, the Board intends to file these guidelines with the Collection Policy Townes of Buckingham Townhome Owners Association Inc. in the real property records of each county in which the subdivision is located, in compliance with Section 209.0062 of the Texas Property Code; and

**NOW, THEREFORE, IT IS RESOLVED** that the following guidelines are established by the Board:

1. Upon the request of a delinquent owner, the Association shall enter into an alternative payment schedule with such owner, subject to the following guidelines:
  - a. An Alternative Payment Schedule is only available to owners who have delinquent regular assessments, special assessments or any other amount owed to the Association.
  - b. An Alternative Payment Schedule will not be made available in the following cases: (1) to owners who have failed to honor the terms of a previous Alternative Payment Schedule during the two years following the owner's default of such previous Alternative Payment Schedule; (2) to owners who have failed to request an Alternative Payment Schedule prior to the 30 day deadline to cure the delinquency as set forth in the Association's letter sent pursuant to Tex. Prop. Code § 209.0064(b); and/or (3) to owners who have entered into an Alternative Payment Schedule within the previous 12 months. Notwithstanding the foregoing, the Board has discretion to allow any owner to enter into an Alternative Payment Schedule.
  - c. During the course of an Alternative Payment Schedule, additional monetary penalties shall not be charged against an owner so long as the owner timely performs all obligations under the Alternative Payment Schedule and does not default. However, the Association or its Managing Agent may charge reasonable costs for administering the Alternative Payment Schedule ("Administrative Costs") and, if interest is allowed under the Declaration, then interest will continue to accrue during the term of the Alternative Payment Schedule. The Association may provide an estimate of the amount of interest that will accrue during the term of the Alternative Payment Schedule. Fees or Administrative Costs owed to the Managing Agent may not be waived or

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## EXHIBIT A

reduced by the Board of Directors without the prior written consent of the Agent.

- d. The total of all proposed payments in an Alternative Payment Schedule must equal the sum of the current delinquent balance, the estimated interest, and any Administrative Costs; and may include any assessments that will accrue during the term of the Payment Plan.
- e. All payments under an Alternative Payment Schedule shall be due and tendered to the Association by the dates specified in the Alternative Payment Schedule, and shall be made by cashier's checks or money orders.
- f. The minimum term for an Alternative Payment Schedule is 3 months from the date of the owner's request for an Alternative Payment Schedule. The Association is not required to allow an Alternative Payment Schedule for any amount that extends more than 18 months from the date of the owner's request for an Alternative Payment Plan.
- g. Any owner may submit to the Board a request for an Alternative Payment Schedule that does not meet the foregoing guidelines, along with any other information he/she believes the Board should consider along with such request (e.g. evidence of financial hardship). The Board, in its sole discretion, may approve or disapprove such a request for a non-conforming Alternative Payment Schedule. An owner who is not eligible for an Alternative Payment Schedule may still request an Alternative Payment Schedule, and the Board, in its sole discretion, may accept or reject such a request.

### h. Default

- 1. The following shall result in an immediate default of an Alternative Payment Schedule:
  - i. The owner's failure to timely tender and deliver any payment for current and ongoing assessments when due under the Declaration;
  - ii. The owner's failure to tender any payment in the full amount and form (e.g., cashier's check or money order) as specified in the Alternative Payment Schedule; or
  - i. The owner's failure to timely comply with any other requirement or obligation set forth in the Alternative Payment Plan.
- 2. Any owner who defaults under an Alternative Payment Schedule shall remain in default until his/her entire account balance is brought current.

- 1. The Association is not required to provide notice of any

default. Alternative Payment Schedule Policy

## EXHIBIT A

4. Owners are not entitled to any opportunity to cure a default.
  2. While an owner is in default under an Alternative Payment Schedule, the owner's payments need not be applied to the owner's debt in the order of priority set forth in Tex. Prop. Code § 209.0063(a). But, in applying a payment made while the owner is in default, a fine assessed by the Association may not be given priority over any other amount owed to the Association.
  3. The failure by the Association to exercise any rights or options shall not constitute a waiver thereof or the waiver of the right to exercise such right or option in the future.
- i. All other terms of an Alternative Payment Schedule are at the discretion of the Board.

**Filed and Recorded  
Official Public Records  
John F. Warren, County Clerk  
Dallas County, TEXAS  
01/18/2019 11:27:40 AM  
\$138.00  
201900016296**

