

**SIGNAL RIDGE PHASE IV**  
**OWNERS & TENNANTS GUIDE**  
**REVISED APRIL 2022**

This version of the Guide supersedes all previous versions in their entirety.

**AMGI INC.**  
**310 E IH 30 Suite 320**  
**Garland TX 75043**  
**Office 972=503-2644**  
**Fax 970-503-2650**

**Mary Dingwell, Property Manager**  
**E-mail [mary@amgidallas.com](mailto:mary@amgidallas.com)**

**Emergency Cell 214-315-4914**

Many of your questions may be answered by logging on th Signal Ridge Phase IV website The website address for owners is:

**[www.signalridgephaseiv.org](http://www.signalridgephaseiv.org)**

**User ID is**                      **SRPhase4**

**Password is:**                      **Rockwall4**

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### Helpful Phone Numbers in Rockwall

Police & Fire Emergency - 911

Rockwall Fire Department	972-771-7770	Fire Station #2	
Rockwall EMS (Goliad)	972-772-4148	Police & Fire Dispatch	972-771-7717
Sewer Department/Water	972-771-7730	Utility Billing	972-771-7736
Spectrum (Cable)	866-937-2427	AT&T	800-288-2020
Post Office	972-722-5150	Animal Control	972-771-7790
Atmos Energy Gas	800-460-3030	TXU Electric	800-242-9113
Social Security Office	800-772-1213	Helping hands	972-771-4357

## ***ABOUT THE HOMEOWNERS ASSOCIATION***

### 1. Homeowners Association

The Signal Ridge Phase IV Homeowners Association ("Association"), an association of condominium owners, is a Texas non-profit corporation. Its purpose is to perform on behalf of the owners those responsibilities of the maintenance and management of all the land and improvements in Signal Ridge Phase IV. These responsibilities are delegated to the elected Board of Directors (the Board) and are managed by a Management Company selected by the Board. The Board consists of five (5) members who are elected at the annual meeting of the Association, held on the first Monday in March. All owners are strongly urged to attend the annual meeting, inasmuch as a quorum is required in order to conduct the Association business, including the election of board members.

In addition to the annual meeting, the Board meets regularly at 6:00 p.m. on the second Tuesday of each month at the Signal Ridge Clubhouse. All owners are encouraged to attend the monthly Board meetings and should they have an issue to be considered as an agenda item the following procedure shall apply:

1. Contact the Property Manager, by e-mail or phone and request to be placed on the agenda
2. Describe your issue in written detail and submit it to the Property Manager no later than 12:00 noon on Friday preceding the meeting.
3. At the meeting you will have a time to briefly present and discuss your issue.
4. The Board will consider your issue and advise you when to expect a decision, if any are required.

Owners can also present an issue during the Open Forum session of the Board meeting. Items presented in this session will be taken under consideration by the Board to be answered at or before the next Board meeting.

### 2. Definition of Common Elements

*General Common Elements* consist of all land, foundations, building exteriors, lawns, shrubs, drives, streets, and visitor parking areas.

*Limited Common Elements* consist of all balcony and patio structures serving exclusively a single unit. Parking areas reserved for the exclusive use of a unit are also considered Limited Common Elements. General Common Elements and Limited Common Elements are collectively referred to herein as the Common Elements.

### 3. Owner and Tenant Services

Contracted services for maintaining the General Common Elements consist of, but may not be limited to:

- \* Grounds maintenance (lawn care, watering, feeding, pruning, trimming, and weeding),
- \* Roads and grounds repair and general cleanup,
- \* Maintenance of the exterior lighting system,
- \* Maintenance of the exterior of each building,

The Management Company provides for these services through various contractual arrangements.

### 4. Fees and Application of Payments

A monthly fee is assessed on each individual condominium unit to support the maintenance and beautification of Signal Ridge Phase IV. The fee is based on the square footage size of each unit in accordance with projected annual expenses of the Association. Three buildings—numbers 8, 9, and 10—are also assessed a monthly charge to cover utilities as the condominiums in each of those buildings share a common water meter. The Property Manager provides payment vouchers to be submitted with monthly Association fees.

All fees are due in the office of the Property Manager on the first day of each month and considered to be late on the fifteenth of the month. A late fee of Thirty-Dollars (\$30) will be assessed on all late payments and a returned-check fee of Fifty-Dollars (\$50) will be charged for any check that is dishonored. All payments received by the Association from or for the benefit of an Owner shall be applied first to any outstanding fine

charges, fees (including attorney's fees), costs, damages, and interest, and the balance shall be applied to assessments in the order of maturity (i.e. oldest first, next oldest second).

## INTRODUCTION

**This Guide explains some of the requirements stated in the Condominium Declaration, the Bylaws, and the Rules and Regulations of the Association (collectively "Governing Documents"). This Guide however, and the statements herein do not supersede the terms and conditions within the Governing Documents. If there is a conflict between the terms and conditions herein and the Governing Documents, the terms of the Governing Documents shall control.**

This Guide is intended to acquaint everyone associated with Signal Ridge Phase IV Condominiums with the guidelines and rules set forth for the use of the Common Elements and recreational facilities of the property and other relevant matters. The information contained herein applies to owners and tenants alike; provided, however, that only owners have the right to vote on Signal Ridge Phase IV Homeowners Association matters.

All owners and tenants of Signal Ridge Phase IV are obligated, pursuant to the Governing Documents, to abide by the guidelines and rules set forth in this Guide. Each owner who rents his or her unit is responsible for advising his or her tenant(s) of, and for ensuring such tenant(s) comply with, the guidelines and rules set forth herein. Owners are also responsible for proper notification to the Board (in writing via the Management Company) as to whom the privileges of residence at Signal Ridge Phase IV have been delegated (see *Rules Regarding Leasing of Units* section).

Notwithstanding, it is the responsibility of each and every owner and tenant of Signal Ridge Phase IV to be familiar with all the guidelines and rules set forth for the use of the Common Elements and recreational facilities of the property and other relevant matters, and to ensure that no resident's inherent right to quiet and sanitary enjoyment of their individual unit(s) and the complex is infringed upon. All owners and tenants should consider it a shared responsibility to consistently abide by such guidelines and rules. Failure by any owner or tenant to obtain, read and understand such guidelines and rules does not relieve them of their responsibilities or of being subject to the liabilities and penalties described in this Guide.

Violation of these guidelines and rules can result in monetary penalties and liability for legal fees incurred in enforcing the guidelines and collecting the penalties.

This version of the Guide **supersedes all previous versions** in their entirety. Revisions to this Guide will be made as required.

***THANK YOU IN ADVANCE FOR HELPING TO KEEP SIGNAL RIDGE PHASE IV  
CONDOMINIUMS A UNIQUE AND ENJOYABLE COMMUNITY FOR ALL RESIDENTS!***

**Signal Ridge Phase IV**  
**Guidelines, Rules, & Penalties**

**Condominium Occupancy & Use**

Signal Ridge Phase IV is a residential property. Residents are requested to use and enjoy their individual condominium and any of the Common Elements in a manner that will not unreasonably interfere with the quiet enjoyment and use of units or Common Elements by other property owners, tenants, their families, and visitors.

Offensive behavior or language, excessive noise, loud partying, public intoxication, or any other activity that may be or become a disturbance or nuisance to any one or any unit shall not be permitted in or upon any of the Common Elements or within any unit comprising the Signal Ridge Phase IV Condominiums. The Board, in its sole and absolute discretion, will determine what constitutes a nuisance or disturbance.

Decorative outside lights are approved for seasonal display only.

Halloween: Lights may be installed in October and taken down by the first week of November.

Thanksgiving, Christmas and New Year: Lights may be displayed from November 15 and must be removed no later than January 15.

Guidelines regarding signs are included in *Attachment A*.

**Patios & Balconies**

Patios and balconies should be kept neat and clean at all times. Items should be limited to patio furniture, plants, flowers, and one unobtrusive storage box or locker.

Do not hang clothing, household fabrics, rugs, or other items on patios and balconies and prior written approval must be obtained from the Board before installing screening, curtains, or blinds of any type.

Mandatory guidelines for the installation of television or radio antenna or a satellite dish are contained in *Attachment C*.

Rules for cooking on a Common Element or Limited Common Element are included as *Attachment D*.

NOTE: No type of charcoal grill is allowed in Phase IV.

**Automobiles & Parking**

Each condominium is assigned two unit-numbered parking spaces and all residents are requested to park in their assigned space(s) and refrain from parking in spaces designated as Visitor parking. Residents having a need for more than two parking spaces, or for a second covered space, may seek to enter into an agreement with a resident not utilizing one of their assigned spaces as outlined in *Attachment E*.

Excessively noisy or smoky vehicles are not allowed on the property and no vehicle repairs or maintenance may be performed on Signal Ridge IV property. Vehicle owners are responsible for any vehicle contamination of parking spaces, such as oil or lubricant stains, and must assure they are removed and cleaned. Inoperable vehicles cannot be stored on the Property and violators are subject to a penalty.

Vehicles with externally attached equipment, such as, but not limited to, ladders, materials, tools, supplies, or any items used commercially, are considered to be commercial vehicles

Motor homes and other recreational vehicles cannot be parked in Phase IV. Violators may be towed at the owner's expense.

Motorcycles, motorbikes, or motor scooters shall only be parked in a unit-assigned parking space.

Parking in the fire lanes or extending past the red line of a fire lane is a fire code violation and the vehicle may be towed at the owner's expense.

**Signal Ridge Phase IV**  
**Guidelines, Rules, & Penalties**

**Page 2**

**Trash Disposal**

Residents are responsible for personal trash disposal. Place all trash in plastic bags, firmly tied, and grouped in one of the places for pickup **no earlier than 6:00 p.m.** prior to the day of pickup.

Trash collection is scheduled for Tuesday and Friday of each week. If a scheduled collection day falls on a Holiday, or if the Holiday falls on a Monday or Thursday, collection will usually be the day after the scheduled day.

Trash or recycle receptacles shall not be located or stored at the front entryways, on patios or balconies, walkways, stairs, under the stairs, or in any part of the Common Elements.

NOTE: Any dumpsters or trash bins that may be located on Signal Ridge property are NOT for Signal Ridge Phase IV use. DO NOT put your trash in these containers.

**Pets**

Pets are welcome at Signal Ridge Phase IV. See *Attachment F* for rules concerning pets.

**Clubhouse and Swimming Pools**

The Clubhouse and Swimming Pools are all located in Signal Ridge Phase 1-3 however, Owners and Tenants of Signal Ridge Phase IV are permitted, and encouraged, to make use of these facilities.

Reservations for the use of the Clubhouse may be made at the Signal Ridge Phase 1-3 offices on a first-come first serve-basis (phone # 469-939-4928). Owners are not charged for use of the Club House. Tenants must pay a fee of \$50.00. Both Owners and Tenants are responsible for any damages during rental.

Use of the swimming pools are governed by the Swimming Pool Rules enclosed as *Attachment B*.

**Enforcement and Penalties**

This Guide is published in the interest of providing a pleasant environment and an enjoyable community for the owners and tenants of our condominiums. Such an environment is made possible by all owners and tenants of our community becoming familiar with these guidelines and observing them in their daily lives.

Should it become necessary to enforce any provision of this Guide, the following guidelines may be utilized in such action:

First Offense: Warning Notice or Letter.

Second Offense: \$100.00.

Third Offense: \$200.00.

Fourth and Subsequent Offenses: \$300.00

Any appeals to these rules or penalties shall be made in accordance with current Texas HOA Laws.

Signal Ridge Phase IV  
RULES REGARDING LEASING OF UNITS

Leasing Restrictions

1. Leasing Provisions. Leasing of Units shall be governed by the following provisions:

a. Definition. "Leasing", as used in this Section, is defined as regular, exclusive occupancy of a condominium unit ("Unit") by any person, other than the Owner, for which the Owner, or any designee of the Owner, receives any consideration or benefit, including, but not limited to, a fee, service, gratuity or emolument. For purposes of this Section, if a Unit is owned by a trust and the beneficiary of the trust is living in the Unit, that Unit shall be considered Owner-occupied rather than leased.

b. General. Units may be leased only in their entirety. All leases must be for an initial term of not less than six (6) months. Within seven (7) days after executing a lease agreement for the lease of a Unit, the Owner shall provide a copy of the fully executed Lease to the Property Manager and give written notice to the Property Manager of the make, model, and license number of each vehicle of the Tenant. Immediately preceding or at execution of the Lease, the Owner shall furnish Tenant with copies of the Governing Documents and this Guide. The Board may enforce any failure to timely furnish such documents and information by providing same directly to the Tenant, enforcing a fine on a bi-weekly basis against the Owner until Owner provides the Board with proof of Tenant's receipt of, and agreement to be bound by said documents, as well as any other remedy provided by law, this Guide and the Governing Documents.

c. Contents of the Lease. Each Owner acknowledges and agrees that this Guide is a document required to be given to any Tenant and shall be attached to any lease as an addendum. Each Owner also acknowledges and agrees that any lease of his/her Unit shall contain the following language and that if such language is not expressly contained within the lease, then such language is incorporated by reference into the lease by the very existence of this Guide. All Tenants shall acknowledge and agree to the applicability of and incorporation of the following language into his or her lease:

*Tenant shall comply with all provisions of the Declaration, Bylaws, and Rules and Regulations of the Association ("Governing Documents") as well as the Owners and Tenants Guide and shall control the conduct of all other occupants and guests of the leased unit in order to ensure their compliance. Any violation of the Governing Documents and/or any provision of this Guide by the Tenant, any other person occupying the Unit, or any guest of any Tenant is deemed to be a default under the terms of the lease and authorizes the Owner to terminate the lease without liability and to evict the Tenant in accordance with Texas law. The Owner hereby delegates and assigns to the Association, acting through the Board, the power and authority of enforcement against the Tenant for breaches resulting from the violation of the Governing Documents and/or any provision of this Guide, including the power and authority to evict the Tenant or any other occupant as attorney-in-fact on behalf of and for the benefit of the Owner. Such power may be exercised by the Association following the Owner's failure to cure the Tenant's default within thirty (30) days of the Association's mailing to the Owner at Owner's last known address according to the records of Association, written notice to the Owner of such default.*

*The Owner transfers and assigns to the Tenant, for the term of the lease, any and all rights and privileges that the Owner has to use the Common Elements of the Property, including but not limited to the use of all recreational facilities and other amenities. The Tenant agrees to be personally obligated, to the extent of his or her rental obligation under the lease, for the payment of all assessments against the Owner which become due during the term of the lease and any other period of occupancy by the Tenant or which become due as a consequence of the Tenant's activities, including but not limited to activities which violate provisions of the Governing Documents and/or any provision of this Guide.*

**Signal Ridge Phase IV**  
**RULES REGARDING LEASING OF UNITS**

Page 2

*The above provision shall not be construed to release the Owner from any obligation, including the obligation for assessments, for which he or she would otherwise be responsible. Upon request by the Board, the Tenant shall pay to the Association all unpaid assessments, as lawfully determined and made payable during the term of the lease and any other period of occupancy by the Tenant; provided, however, the Tenant need not make such payments to the Association in excess of or prior to the due dates for rental payments unpaid at the time of the Board's request. All such payments made by the Tenant shall reduce, by the same amount, the Tenant's obligation to make rental payments to the Owner. If the Tenant fails to comply with the Board's request to pay assessments, the Tenant shall pay to the Association all late charges, fines, interest, and costs of collection, including but not limited to attorney's fees.*

d. Compliance with the Governing Documents. Each Owner shall cause all occupants of his or her unit to comply with the Governing Documents and this Guide and shall be responsible for all violations, losses and damage resulting from same, notwithstanding that said occupants of the unit may be personally liable and individually sanctioned by the Board for any such violation.

In the event that a Tenant, other person occupying a unit or his or her guest and/or visitor, violates the Governing Documents or any provision of this Guide for which a fine is imposed, such fine shall be assessed against the Tenant and the Owner. Unpaid fines shall constitute a lien against the unit and on rents and insurance proceeds received by the Owner and relative to the Owner's Unit.

In the event the Association proceeds to evict a Tenant and/or other occupant of any unit consistent with the provisions above, any and all fees, expenses, loss, damage, and costs, including attorney's fees and court costs, associated with the eviction shall be assessed as an assessment against the unit and the Owner.

2. Non-compliance. Any lease of a unit entered into without complete and full compliance with the terms herein shall be deemed void and of no force and effect and shall confer no title or interest in a unit to the purported Tenant, except as may be otherwise provided in the Governing Documents or by law. Owner, upon his or her failure to fully, completely, and timely comply with the terms herein, in the sole determination and discretion of the Board, appoints the President of the Association as attorney-in-fact of Owner and authorizes the Association and the President as attorney-in-fact, to evict any Tenant and/or other occupant of any unit at Owner's expense.

**Signal Ridge Phase IV**  
**ATTACHMENT A**  
**ARCHITECTURAL CONTROL POLICY**

1. Responsibility

Maintaining the architectural integrity of Signal Ridge Phase IV is the responsibility of the Board. Protective restrictions are in effect to help maintain the appearance and value of Signal Ridge Phase IV.

The Board has the authority to approve or reject any change or alteration (e.g., building, wall, fence, patio cover) to the exterior of any unit as provided for in the Governing Documents. You will find an Architectural Modification Request Form at the back of this package.

2. Requirements

There will be no posting of notices, handbills, or signs on any portion of the Common Elements.

**“For Sale”** signs can only be placed on the inside window of the unit by the owner or a realtor after having received the Property Manager’s approval.

**NO “For Rent” or “For Lease” signs Can Be Displayed.**

**Signal Ridge Phase IV  
ATTACHMENT B  
SWIMMING POOL RULES**

**NO LIFEGUARD ON DUTY  
SWIM AT YOUR OWN RISK**

**NEVER SWIM ALONE OR PERMIT MINORS TO SWIM ALONE.**

1. The Swimming Pool includes the:

- \* Swimming Pools,
- \* Associated furniture and walkways and landscaping.

The facilities are for the quiet, clean enjoyment of Signal Ridge residents and their guests.

2. A responsible adult must remain at all times with small children in the pool area, and no child under the age of 14 may swim alone.
3. Lap Pool may be used for small children only if no lap Swimmers are present
4. No pets of any kind will be allowed in the pools or surrounding areas.
5. Only plastic or metal containers will be allowed in the pool areas.  
Glass bottles and glass containers are specifically prohibited.  
Do not throw metal tab pulls or bottle caps in the pools. Place trash in the containers provided.
6. Quiet hours have been designated from 10:00 p.m. to 8:00 a.m.
7. No rough or boisterous play will be permitted. No conduct or language offensive to others will be tolerated.
8. Persons having skin abrasions, open blisters, cuts, any skin disease, sore or inflamed eyes, a cold or the flu, nasal or ear discharge or any communicable disease should not enter the pool.
9. Only air floats are allowed; no floating lawn furniture. If the pool is crowded, please remove your float so all may use the pool.
10. Only recognized and publicly acceptable swim attire is allowed for sun bathing and in the swimming pool or lap pool. No swimming in clothes, cut-off jeans, or shorts is permitted.
11. Pool areas cannot be reserved for private parties.
12. No loud music is permitted in the pool areas. This includes music from balconies or open windows. Please use ear phones to listen to music in the pool area.
13. Neither this Association nor Management assumes responsibility for accidents or injuries in connection with use of the pools and associated furniture.

**SIGNAL RIDGE PHASE IV**

**ATTACHMENT C**  
**PERSONAL SATELLITE ANTENNA POLICY**

Prior to installation of a satellite dish or antenna it is the responsibility of Owner or Tenant to sign a form substantially in the form below and available from the Property Manager. The form should be completed and returned to the Property Manager. A copy of the approved form will be returned to you.

It is the Owner's responsibility to remove any satellite dish or antenna not being used.

**AGREEMENT AND APPROVAL FORM**

Full Name Last, First (Printed)

Street Address and Unit #

I agree that I am fully responsible for any damage associated with the installation, maintenance, and/or use of the Satellite System.

I further agree to indemnify and hold the Association harmless for any damages, losses, costs, claims, judgments, settlements and expenses, including attorney's fees, incurred by the Association as a result of any damage, loss, cost, claim, judgment, settlement and expense associated with my Satellite System.

Signature \_\_\_\_\_

Date \_\_\_\_\_

Approved \_\_\_\_\_

Date 1-24-22

*Norma Cantley*  
\_\_\_\_\_  
President  
Property Manager

PROPERTY MANAGER, SIGNAL RIDGE PHASE IV  
ALTERNATIVE MANAGEMENT GROUP INC.  
310 -EAST I-30 SUITE#~~300~~ 320  
GARLAND, TX 75043  
OFFICE PHONE 972-503-2644  
FAX: 972-972-503-2650

**Signal Ridge Phase IV**  
**ATTACHMENT D**  
**BBO GRILLS/PORTABLE FIREPOTS**

All residents of Signal Ridge Phase IV need to be aware that the City of Rockwall has Fire Ordinances covering the operation of Propane Grills and open fire burning devices on patios or balconies. Please read and comply with the following ordinance codes.

**Chimineas and other outdoor portable firepots** that are not completely enclosed are considered open burning and shall comply with the following requirements:

*Ordinance 307.4 Location. The location for open burning shall not be less than 300 feet (91 meters) from any structure, and provisions shall be made to prevent the fire from spreading to within 300 feet (91 meters) of any structure.*

**Propane Grills** shall comply with the following; note that propane grills that exceed the limit stated below are not permitted to be operated on combustible balconies or patios.

*Ordinance 308.3.1.1 Liquefied-petroleum-gas-fueled cooking devices. LP-gas burners having an LP-gas container with a water capacity greater than 2.5 pounds [nominal 1-pound (0.454 kg) LP-gas capacity] shall not be operated on combustible balconies or on patios within 10 feet (3 meters) of combustible construction.*

Fire Marshal, Rockwall Fire Dept., 385 S. Goliad, Rockwall, TX. 75087

Signal Ridge Phase IV  
ATTACHMENT E

EXTRA PARKING SIGNAL RIDGE PHASE IV OWNER/TENANT

In the event an owner/tenant needs a third parking space, he/she may enter into an agreement with another owner who has an assigned parking space that is not currently used.

ASSIGNOR AND UNIT#: \_\_\_\_\_

ASSIGNEE AND /UNIT#: \_\_\_\_\_

May use above designated parking space until assignment is withdrawn by assignor.  
Assignor must notify Property Manager when this agreement is terminated.

\_\_\_\_\_  
DATE OF TEMPORARY ASSIGNMENT

\_\_\_\_\_  
SIGNATURE OF ASSIGNOR

\_\_\_\_\_  
SIGNATURE OF ASSIGNEE

\_\_\_\_\_  
VEHICLE IDENTIFICATION: MAKE - MODEL - YEAR - LICENSE NO.

UPON COMPLETION OF THIS FORM SUBMIT IT TO:  
PROPERTY MANAGER, SIGNAL RIDGE PHASE IV  
ALTERNATIVE MANAGEMENT GROUP, INC.  
310 EAST I-30, SUITE ~~300~~ 320  
GARLAND, TX 75043  
OFFICE PHONE 972-503-2644  
FAX: 972-503-2640

**Signal Ridge Phase IV  
ATTACHMENT F**

**REVISED JANUARY 2019**

**PET RULES**

This Guide incorporates the Rockwall City Animal Waste Ordinance, which requires that all dogs be kept on a leash under a person's control at all times when outside in the Common Element as well as the lake front area, which is maintained by Signal Ridge Phase IV.

Pets may not run free nor may be staked out in any area of the Common Element or lake front.

Owners and tenants are required to pick up and properly dispose of your pets' waste at all times. This also includes the lake front area.

Pets are not to be put out or left alone on patios or balconies at any time or for any purpose.

No animals of any type are allowed in the pool area.

Excessive barking of dogs will be treated as a disturbance or nuisance in the same manner as loud noises by residents. Should a resident have a neighbor with an excessively barking dog, it is suggested that one, first try talking to the neighbor about the matter. If the problem is not resolved in that manner, one can submit a complaint to the Property Manager of Signal Ridge Phase IV.

No exotic, wild or dangerous animal or pets may be kept on the property.

No more than two domestic household animals may live in any single unit.

The Board may require the removal of a pet which is kept in violation of this Policy.

Property Manager Signal Ridge Phase IV  
**PROPERTY MANAGER, SIGNAL RIDGE PHASE IV**  
**ALTERNATIVE MANAGEMENT GROUP, INC.**  
**310 EAST I-30, SUITE 300 320**  
**GARLAND, TX 75043**  
**OFFICE PHONE 972-503-2644**

Assessment  
SR Collection  
Policy

Rockwall County  
Lisa Constant  
County Clerk  
Rockwall, Texas 75087 (972) 882-0220



Instrument Number: 2008-00392928

As  
Recordings

Recorded On: February 06, 2008

Parties: SIGNAL RIDGE PH IV  
To PUBLIC

Billable Pages: 7  
Number of Pages: 7

Comment: ASSESSMENT POLICY

( Parties listed above are for Clerks reference only )

**\*\* Examined and Charged as Follows: \*\***

Recordings	36.00
<b>Total Recording:</b>	<b>36.00</b>

\*\*\*\*\* DO NOT REMOVE THIS PAGE IS PART OF THE INSTRUMENT \*\*\*\*\*

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

**File Information:**

Document Number: 2008-00392928  
Receipt Number: 194781  
Recorded Date/Time: February 06, 2008 10:26:31A  
Book-Vol/Pg: BK-OR VL-5356 PG-99  
User / Station: F H - Cashier Station #4

**Record and Return To:**

NORMA CAULEY  
2030 SIGNAL RIDGE PLACE  
ROCKWALL TX 75032



I hereby certify that this instrument was filed on the date and time stamped hereon and was duly recorded in the Volume and Page of the named records in Rockwall County, Texas

Any provision herein which restricts the sale, rental or use of the described Real Estate because of color or race is invalid and unenforceable under Federal law.

*Lisa Constant*  
Lisa Constant  
Rockwall County Clerk

**Signal Ridge Phase IV Homeowners Association  
Assessment Collection Policy**

**WHEREAS**, Signal Ridge Homeowners Association, Inc, (the "Association") has authority pursuant to the Declaration for Signal Ridge Phase IV Condominiums to levy assessments against Owners and the units (the "Unit or Units") of condominium for Signal Ridge Phase IV located within Signal Ridge Phase IV Condominiums (the "Project"); and

**WHEREAS**, the Board of Directors (the "Board") finds there is a need to establish orderly procedures for the collection of assessments levied against Units that remain unpaid beyond the prescribed due dates and the application of the payment made by Owners in order to encourage Owners to promptly pay their assessment obligations: and

**WHEREAS**, the Board has the duty to enforce the provisions of the Declaration including, without limitation, the duty to assess and collect annual and special assessments from Owners: and

**WHEREAS**, the Board pursuant to the Declaration and/or Bylaws for the location and section 82.102 of the Texas Uniform Condominium Act has the power to among other things, adopt rules regulating the collection of delinquent assessments and the application of payments.

**NOW, THEREFORE, IT IS RESOLVED THAT THE FOLLOWING PROCEDURES AND PRACTICES ARE ESTABLISHED FOR THE COLLECITON OF ASSESSMENTS OWING AND TO BECOME OWING BY Owners in the Project and the application of payments made by owners and the same are to be known as the "Assessment Collection Policy" for the Association in the discharges of its responsibilities regarding collection of assessments against Units:**

1. Policy Objectives, The collection of assessments and application of payments made by Owners pursuant to the Declaration, Bylaws and this Assessment Collection Policy will be governed by the following objectives:
  - a. The Association will pursue collection of all monthly installments on all assessments, including annual and special assessments, coming due for a given month.
  - b. At each step within the collection process, the Board will analyze the facts and circumstances then known concerning a given delinquency to direct collection efforts toward the most expedient course of action.
  - c. objectives:
2. Ownership Interests, Pursuant to the Declaration and/or Bylaws, the person who is the Owner of a Unit is personally liable for the payment of that assessment. As used herein, the term "Delinquent Owner" refers to that person who held title to a Unit on

## Assessment Collection Policy

the date an assessment became due. As used herein, the term "Current Owner" refers to that person who holds title to a Unit on the date relevant to the reference herein to such person. Unless expressly denoted otherwise, the "Owner" of a Unit refers to the Delinquent owner or the Current Owner of both, as may be appropriate under the circumstance in question.

3. Due Dates. The due date for a monthly installment of a regular (annual) assessment shall be the first (1<sup>st</sup>) day of each month. The due date for a special assessment shall be set by the Board: but in no event shall it be less than ten (10) days after the date the Owners are notified of said assessment. The due date for any other assessment levied by the Association is the date set by the Board, but in no event shall it be less than ten (10) days after the date the Owner(s) is notified of said assessment. The due date for the regular and special assessments, or any other assessment levied by the Association pursuant to the Declaration, Bylaws, TUCA or any other applicable law, shall be collectively referred to in this Assessment Collection Policy as the "Due Date". Any assessment which is not paid in full by the sixteenth (16<sup>th</sup>) day after it is due is delinquent (the "Delinquency Date"). An Owner is considered delinquent until all amounts owing to the Association have been paid in full.
4. Required Notices and Correspondence
  - a. Default Letter The Default Letter will specify the unpaid assessments, late charges and the handling charges incurred.
  - b. The Default Letter shall include a notification to the Owner that his or her voting rights in the Association have been automatically suspended and will remain so as long as any assessment against the owner's Unit remains unpaid.
  - c. The Default Letter will inform the Owner that if the delinquency is not cured in full, including all other charges then owing, within thirty (30) days of the Default Letter, the delinquency may be referred to the legal counsel for the Association for further collection action including the possibility of seeking foreclosure of the assessment lien, and that once such referral has occurred the Owner will then become additionally liable for all legal fees and related costs incurred.
5. Late Charges In the event that an Owner becomes delinquent in the payment of any assessment to the Association, whether that amount consists of monthly assessments, special assessments, assessments for late charges, fines, attorney's fees, costs, etc., a late charge in the amount of \$30.00 shall be assessed against the Owner and his or her Unit in any month in which there is an outstanding balance. Such late charges as and when levied, will become part of the assessment upon which it has been levied and, as such, will be subject to recovery in the manner provided herein for assessments. The Board may, at 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 any future assessments or late charges.

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6. Handling Charges and Returned 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 the Assessment collection Policy"
  - a. Any handling charges administrative fees 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 \$50.00 per item will become due and payable for any check tendered to the Association which is dishonored by the drawer of such check, the charge being in addition to any other fee or charge which the Association is entitled to recover from and Owner in connection with collection of assessments owing with respect to such Owner's Unit.
  - c. Any fee or charge becoming due and payable 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.
7. Voting Rights Pursuant to the authority granted the Association in the Declaration and/or the Bylaws, the voting rights of an Owner will be automatically suspended for any period during which any assessment, late charge, handling fee, fine, attorney's fee and/or related collection cost owing by such Owner remains unpaid.
8. Application of Funds Received All monies received by the Association, regardless of whether an Owner has placed an restrictive notation on the check or other form of payment, or in correspondence accompanying the payment, will be applied to amounts outstanding to the extent of and in the following order:
  - a. First to attorney's fees, fines incurred from violations, late charges and related collection costs incurred by or on behalf of the Association:
  - b. Next to handling charges and return check fees incurred by the Association:
  - c. Next to any assessment for repairs to any Unit or the common elements necessitated by the action of an owner and/or owners, family members, guests, tenant or invitees:
  - d. Next, to delinquent special assessments:
  - e. Next, to delinquent monthly installments of an annual assessment:
  - f. Next, to charges for maintenance service requests to individual Owners which are not part of the common expenses of the Association:

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- g. Next, to special assessments outstanding, though same may not then be delinquent:
  - h. Last, to outstanding monthly installments of any annual assessment, through same may not then be delinquent.
9. Ownership Records All collection notices and communications will be directed to those persons shown by the records of the Association as being the Owner of a Unit 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 Unit, will be valid and effective for all purposes pursuant to the Declaration, the Bylaws and Assessment Collection Policy until such time as there is actual receipt by the Association of written notification of any change in the identity or status of such Owner's or its address or both.
10. Notification of Owner's Representative Where the interests of an Owner in a Unit 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 interests in a Unit have been and are being handled by a representative or agent, any notice or communication from the Association pursuant to this Assessment Collection Policy will be deemed full and effective for all purposes if given to such representative or agent.
11. Mortgage Notification In addition to the requirements of the Declaration and/or the Bylaws, the Association may at its option, notify any mortgagee of a Unit of the existence and extent of the delinquency of an Owner. The Owner will be informed in writing that its mortgagee has been so notified.
12. Referral to Legal Counsel If an Owner remains delinquent in the payment of assessments and related costs after the expiration of the thirty day (30) period set forth in the Default Letter (as provided for above), Management on behalf of the Board, or the Board may, as soon as possible thereafter refer the delinquency to the legal counsel for the Association for the legal action as required by this Assessment Collection Policy. Any attorney's fees and related charges incurred by virtue of legal action taken will become part of the assessment obligation and may be collected as such as provided herein.
13. Legal Action Legal counsel for the Association will take the following actions with regard to delinquencies referred to it:
- a. Alternative Collection Courses At each step in the collection process the Board, acting with input and recommendations from Management and counsel; will evaluate which course of legal action appears to be in the best interest of the Association for recovery of unpaid assessments. Determination at once point to pursue one course of action will in no way limit or impair the right of the Association to initiate action in a different or supplemental direction, provided all

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procedures and steps called for by the Declaration, the Bylaws and this Assessment Collection Policy as followed.

- b. Demand Letter As the initial correspondence to a Delinquent Owner, counsel will send a demand letter ("The Demand Letter" to the Owner making formal demand for all outstanding assessments and related charges, adding to the charges the attorney's fees and costs incurred for counsel's services. The Demand Letter will require the Owner to pay in full all amounts demanded within thirty (30) days of the date of the Demand Letter.
- c. c. Title Search If a Delinquent Owner fails to pay the amounts demanded in the initial/Demand Letter sent by counsel, counsel will, upon direction from the Board and/or Management, order a search of the land records to determine a current ownership of the Unit on which the delinquency exist.
- d. Notice of Lien When the Board has determined that foreclosure of the Association's assessment lien is to be pursued, if an Owner fails to pay in full all amounts indicated by the Demand Letter by the date specified, counsel, upon being requested to do so by the Board and/or Management, will cause to be prepared, executed by a member of the Board and recorded in the Real Property Records of Rockwall County, Texas, a written notice of lien (referred to as the "Notice of Lien") setting forth therein the amount of the unpaid indebtedness, the name of the Owner of the Unit covered by such lien and description of the Unit covered by the lien. A copy of the Notice of Lien will be sent to the Owner contemporaneously with the filing if same with the County Clerk's office, together with an additional demand for payment in full of all amounts then outstanding, within thirty (30) days of the date of the transmittal to the Owner of the Notice of Lien.
- e. Non-judicial Foreclosure When the Board has directed that the collection action to be taken is non-judicial foreclosure of the assessment, upon the expiration of the time period given in the demand letter accompanying the Notice of Lien, the continued delinquency of unpaid assessments owing will be reported to the Board by Management, together with all pertinent facts concerning the delinquency and the ramifications of the purposed foreclosure of the Unit. As soon as practical foreclosure of the Unit. In any foreclosure proceedings, the Owner shall be required to pay the costs and expenses of such proceedings, including reasonable attorney's fees. The Association shall have the power to bid on the Owner's Unit and improvements at foreclosure and to acquire hold, lease, and mortgage, convey or otherwise deal with the same. The Association may institute a personal judgment suite against the former Owner for any deficiency resulting from the Association's foreclosure of its assessment lien.

### Assessment Collection Policy

- f. Judicial Foreclosure When the Board has directed that the collection action to be taken is a suit for personal judgment against the Owner and for foreclosure of the assessment lien, upon the expiration of the time period given in the demand letter accompanying the Notice of Lien, the continued delinquency of unpaid assessments owing will be reported to the Board by Management, together with all pertinent facts concerning the delinquency and the ramifications of the purposed foreclosure of the Unit. As soon as practical thereafter, the Board and/or Management, will direct counsel to initiate legal proceedings in a court of competent jurisdiction seeking foreclosure of the assessment lien and recovery of a personal judgment against the Current Owner and, where different, the Delinquent Owner, or from the Current Owner only, for all amounts owing arising from the unpaid assessments and the collection thereof, including all attorney's fees and costs.
- g. Personal Judgment Suit Where the Board has directed that the collection action to be taken is a suit for personal judgment against the Owner upon the expiration of the time period given in the most recent demand for payment from counsel the continued delinquency of unpaid assessments owing will be reported to the Board by Management, together with all pertinent facts concerning the delinquency. As soon as practical thereafter, the Board and/or Management will direct counsel to initiate legal proceedings in a court of competent jurisdiction seeking recovery from the Current Owner, the Delinquent Owner, or both, as the Board so directs, for all amounts owing arising from the unpaid assessments and the collection thereof, including all attorney's fees and costs.
14. Compromise of Assessment Obligations In order to expedite the handling of collection of delinquent assessments owed to the Association, the Board may, at any time, compromise or waive the payment of any assessment, interest, late charge, handling charge, finance charge, legal fee or any other applicable charge. The Association may, at its option, notify the Internal Revenue Service of the waiver or forgiveness of any assessment obligation.
15. Credit Bureaus The Association may also notify any credit bureau of any Owner's delinquency. The Association will notify the Owner that it has filed such a report and will comply with any local, state, or federal laws in connection with the filing of such report.

**IT IS FURTHERE RESOLVED** that this Assessment Collection Policy replaces and supersedes in all respects all prior policies and resolutions with respect to the collection of assessments by the Association and effective upon adoption hereof, to remain in force and effect until revoked, modified or amended.

This is to certify that the foregoing resolution was adopted by the Board of Directors at a meeting of same on 2/5, 2008, and has not been modified rescinded or revoked.

Date 2/5/08



*Norma J. Cauley*  
Signal Ridge Phase IV Secretary  
*NORMA CAULEY*

*Pat Heavican*  
Inst # 00392928  
Filed for Record in: Rockwell County  
On: Feb 06, 2008 at 10:26A