



70 2013 00489652

Rockwall, Texas 75087 (972) 204-6300

Instrument Number: 2013-00489652

As Recordings

Recorded On: June 03, 2013

Parties: SIGNAL RIDGE PHASE IV INC
To PUBLIC

Billable Pages: 14
Number of Pages: 14

Comment: NOTICE OF FILING

(Parties listed above are for Clerks reference only)

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

Recordings	64.00
Total Recording:	64.00

***** 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: 2013-00489652
Receipt Number: 301759
Recorded Date/Time: June 03, 2013 04:14:00P
Book-Vol/Pg: BK-OR VL-7249 PG-107
User / Station: F H - Cashier Station 1

Record and Return To:

MIKE GIBBS
6440 N CENTRAL EXPRESSWAY
SUITE 515
DALLAS TX 75206

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



Shell Miller
Shell Miller
Rockwall County Clerk

24
NOTICE OF FILING OF AMENDED DEDICATORY INSTRUMENTS

FOR

HOMEOWNERS ASSOCIATION FOR SIGNAL RIDGE PHASE IV, INC.

STATE OF TEXAS §
 § **KNOW ALL MEN BY THESE PRESENTS:**
COUNTY OF ROCKWALL §

THIS NOTICE OF AMENDED DEDICATORY INSTRUMENTS for the Homeowners Association for Signal Ridge Phase IV, Inc. ("Notice") is made this 20th day of May, 2013, by Homeowners Association for Signal Ridge Phase IV, Inc. (the "Association").

WITNESSETH:

WHEREAS, The Rockwall Signal Bay. L.P. prepared and recorded an instrument entitled "Amended and Restated Condominium Declaration for Signal Ridge Phase IV Condominiums" dated March 3, 1997, and recorded in Volume 1231, Page 18 of the Deed Records of Rockwall County, Texas (the "Declaration"); and

WHEREAS, the Association is the property owners' association created by the Declarant to manage or regulate the planned development covered by the Declaration, which development is more particularly described on Exhibit "A" attached hereto and incorporated herein by reference; and

WHEREAS, Section 202.006 of the Texas Property Code provides that a property owners' association must file each dedicatory instrument governing the association that has not been previously recorded in the real property records of the county in which the planned development is located; and

WHEREAS, the Association recorded its dedicatory instruments in Volume 1796, Page 135 of the Real Property Records of Rockwall County, Texas, pursuant to and accordance with Section 202.006 of the Texas Property Code; and

WHEREAS, the Association desires to record the attached amended dedicatory instrument in the real property records of Rockwall County, Texas, pursuant to and accordance with Section 202.006 of the Texas Property Code.

NOW, THEREFORE, the amended dedicatory instrument attached hereto as Exhibit "A" is a true and correct copy of the original and is hereby filed of record in the real property records of Rockwall County, Texas, in accordance with the requirements of Section 202.006 of the Texas Property Code.

In Witness Whereof, the Association has caused this Notice to be executed by its duly authorized officer as of the above date.

HOMEOWNERS ASSOCIATION FOR SIGNAL
RIDGE PHASE IV, INC.

By: *Norma Cauley*
Name: Norma Cauley
Title: President

STATE OF TEXAS §
 §
COUNTY OF ROCKWALL §

This instrument was acknowledged before me on May 20, 2013, by Norma Cauley, President of Homeowners Association for Signal Ridge Phase IV, Inc., a Texas corporation, on behalf of said corporation.

Suzanne McLean Johnson
Notary Public, State of Texas



Exhibit A

means of an organization of Owners (herein the "Association"), as more particularly set forth herein. The formal name of the Association is Homeowners Association for Signal Ridge Phase IV, Inc.

7. The Units and other areas of the Project are more particularly described in Exhibits B, B1, and C, which are attached and incorporated by reference. The Owners each have an undivided interest in the remaining property of the Project (referred to as the "Common Elements"), which is also more particularly described in Exhibits B, B1, and C. Exhibit C sets forth the allocation to each Unit of (a) a fraction or percentage of undivided interests in the common elements of the condominium, (b) a fraction or percentage of undivided interests in the common expenses of the Association, and (c) a portion of votes in the Association, by the formulas set forth therein.

8. Therefore, the Declarant declares that the Project is held and shall be held, conveyed, hypothecated, encumbered, leased, rented, used, occupied, and improved subject to the following covenants, conditions, and restrictions, all of which are declared and agreed to be in furtherance of a plan for the improvement of the Property and the division of the Property into Units, and all of which are established and agreed on for the purpose of enhancing and perfecting the value, desirability, and attractiveness of the Project and every part of the Project. All of the covenants, conditions, and restrictions shall run with the Property and shall be binding on all parties having or acquiring any right, title, or interest in or any part of the Property and shall be for the benefit of each Owner of the Project or any interest in the Project and shall inure to the benefit of and be binding on each successor in interest of the Owners.

ARTICLE 1

DEFINITIONS

1.01. Articles. Articles mean the Articles of Incorporation of the Association that are or shall be filed in the Office of the Secretary of State of the State of Texas.

1.02. Association. Association means the Homeowners Association for Signal Ridge Phase IV, Inc., a corporation organized under the Texas Non-Profit Corporation Act for the management of the Project, the membership of which consists of all of the Owners in the Project.

1.03. Board. Board means the Board of Directors of the Association.

1.04. Bylaws. Bylaws mean the Bylaws of the Association and amendments to the Bylaws that are or shall be adopted by the Board.

1.05. Condominium. Condominium means the separate ownership of single units in a multiple-unit structure or structures with common elements.

1.06. Common Elements. Common Elements mean all elements of the Project except the separately owned Units, and includes both general and limited common elements.

1.07. Declarant. Declarant means The Rockwall Signal Bay, L.P. and its successors and assigns.

1.08. Declaration. Declaration means this Declaration document and all that it contains.

1.09. General Common Elements. General Common Elements mean all the Common Elements except the Limited Common Elements and may include, without limitation:

(a) The real property described in Exhibit A attached hereto, less and except the Units;

(b) All foundations, bearing walls and columns, roofs, halls, lobbies, stairways and entrances and exits of communication ways;

(c) All basements, roofs, yards, and gardens, except as otherwise herein provided or stipulated;

(d) All premises for the lodging of janitors or persons in charge of the Buildings, except as otherwise herein provided or stipulated;

(e) All compartments or installations of central services, such as power, light, gas, cold and hot water, refrigeration, central air conditioning and central heating reservoirs, water tanks and pumps, clubhouse, pool, cabana and the like, if any;

(f) All elevators and shafts, garbage incinerators and, in general, all devices or installations existing for common use; and

(g) All other elements of the Buildings desirable or rationally of common use or necessary to the existence, upkeep and safety of the Condominium Regime established by this Declaration.

1.10. Governing Instruments. Governing Instruments mean the Declaration, and the Articles of Incorporation and Bylaws of the Association.

1.11. Limited Common Elements. Limited Common Elements mean the Common Elements allocated for the exclusive use of one or more but less than all of the Units and may include, without limitation.

(a) "Air handlers", pipes, ducts, electrical wiring and conduits located entirely within a Unit or adjoining Units and serving only such Unit or Units; and

(b) Such portions of the perimeter walls floors and ceilings, doors, vestibules, windows, entryways, and all associated fixtures and structures therein, as lie outside the Unit boundaries but which are common to the Units on a particular floor or in a particular Building, and the like;

(c) Parking spaces designated as an appurtenance to a Unit; and

(d) Balcony or patio structures serving exclusively a single Unit or one or more adjoining Units, the airspace thereof being part of the Unit.

1.12. Manager. Manager means the person or corporation, if any, appointed by the Board to manage the Project.

1.13. Owner(s). Owner(s) means any person that owns a Unit within the Project.

1.14. Person. Person means an individual, firm, corporation, partnership, association, trust, other legal entity, or any combination of persons or entities.

1.15. Project. Project means the entire parcel or the Property described in Exhibit A, including the land, all improvements and structures on the Property, and all easements, rights, and appurtenances belonging to the Property that are divided or are to be divided into Units to be owned and operated as a Condominium. The Project shall be divided into no more than 96 Units.

1.16. Rules. Rules mean and refer to the Rules and Regulations for the Project adopted by the Board pursuant to this Declaration.

1.17. Units. Unit means a physical portion of the condominium designated by Exhibits B and B1 for separate ownership and occupancy.

ARTICLE 2

THE PROPERTY

2.01. Property Subject to Declaration. All the real property described in Exhibit A to this declaration, including the land; all improvements and structures on the property; and all easements, rights, and appurtenances belonging to the property (referred to as the "Property") shall be subject to this Declaration.

2.02. Designation of Units. The Property is hereby divided into ten (10) separately designated Units contained within one (1) Building. Each Unit is identified by number and each Building is identified by letter on the Map. The remaining portion of the Premises, referred to as the Common Elements, shall be owned in common by the Owners. The Owners of each Unit shall own an undivided interest in said Common Elements, the percentage or fraction thereof for each Unit being as shown on the attached Exhibit "C". Each Owner also has a perpetual unrestricted right of ingress and egress to his or her Unit over the Common Elements.

2.03. Exclusive Ownership and Possession. Each Owner shall be entitled to the exclusive ownership and possession of the Owner's Unit. Any Unit may be jointly or commonly owned by more than one Person. No Unit may be subdivided. The boundaries of the Unit shall be

and are the interior surfaces of the perimeter walls, floors, ceilings, and the exterior surfaces of balconies and terraces. All lath, furring, wallboard, plasterboard, plaster, paneling, tiles, wallpaper, paint, finished flooring, and other finish surface materials are a part of the Unit. An Owner shall not be deemed to own the utilities running through the Owner's Unit that are utilized for or serve more than one Unit, except as a tenant in common with the other Owners. An Owner shall be deemed to own and shall have the exclusive right to paint, repaint, tile, wax, paper, or otherwise refinish and decorate the interior surfaces of the walls, floors, ceilings, windows, and doors bounding the Owner's Unit.

2.04. Common Elements. Each Owner shall be entitled to an undivided interest in the Common Elements described in Exhibit D in the percentage expressed in Exhibit D. The percentage of the undivided interest of each Owner in the Common Elements, as expressed in Exhibit D, shall have a permanent character and shall not be altered without the consent of all Owners, expressed in an amended, duly recorded Declaration. The percentage of the undivided interest in the Common Elements shall not be separated from the Unit to which it pertains and shall be deemed to be conveyed or encumbered or released from liens with the Unit even though the interest is not expressly mentioned or described in the conveyance or other instrument. Each Owner may use the Common Elements in accordance with the purpose for which they are intended as long as the lawful rights of the other Owners are not hindered or encroached on.

2.05. Limited Common Elements. Portions of the Common Elements are set aside and reserved for the exclusive use of individual Owners such areas being Limited Common Elements. The Limited Common Elements reserved for the exclusive use of the individual Owners are the automobile parking spaces, the patio and balcony structures, and the other items described herein. Such spaces and structures are allocated and assigned by the Declarant to the respective Units, as indicated on the Plat. Such Limited Common Elements shall be used in connection with the particular Unit, to the exclusion of the use thereof by the other Owners, except by invitation. No Unit Owners shall paint or otherwise alter the patio or balcony appurtenant to his Unit without the approval of the Board.

2.06. Partition of Common Elements. The Common Elements, both General and Limited, shall remain undivided and shall not be the object of an action for partition or division of ownership so long as the Property remains a Condominium Project. In any event, all mortgages must be paid prior to the bringing of an action for partition or the consent of all mortgagees must be obtained.

2.07. Nonexclusive Easements. Each Owner shall have a nonexclusive easement for the use and enjoyment of the General Common Elements and for ingress, egress, and support over and through the General Common Elements. These easements shall be appurtenant to and shall pass with the title to each Unit and shall be subordinate to the exclusive easements granted elsewhere in this Declaration, as well as to any rights reserved to the Association to regulate time and manner of use, to charge reasonable admission fees, and to perform its obligations under this Declaration.

2.08. Other Elements. The Association may grant to third parties easements in, on, and over the Common Elements for the purpose of constructing, installing, or maintaining necessary utilities and services. Each Owner, in accepting the deed to the Unit, expressly consents to such easements. No such easement may be granted, however, if it would interfere with any exclusive easement or with any Owner's use, occupancy, or enjoyment of the Owner's Unit.

2.09. Easements for Maintenance of Encroachments. None of the rights and obligations of the Owners created in this Declaration or by the deeds granting the Units shall be altered in any way by encroachments due to settlement or shifting of structures or any other cause. There shall be valid easements for the maintenance of such encroachments so long as they shall exist provided, however, that in no event shall a valid easement for an encroachment be created in favor of any Owner if the encroachment occurred because of the willful conduct of the Owner.

2.10. Mutual and Reciprocal Easements. The Property is subject to and Amended and Restated Declaration of Mutual and Reciprocal Easements for Signal Ridge recorded October 30, 1983, in Volume 181, Page 135, of the Deed Records of Rockwall County, Texas, which gives the owners of the real property described therein certain rights and obligations in the Common Elements as provided therein.

2.11. Mechanic's and Materialmen's Liens. No labor performed or materials furnished and incorporated in a Unit, notwithstanding the consent or request of the Owner, his agent, contractor or subcontractor, shall be the basis for the filing of a lien against the Common Elements. Each owner shall indemnify and hold harmless each of the other Owners and the Association from and against all liability arising from the claim of any lien for construction performed or for labor materials, services or other products incorporated in said Owners Unit as such Owner's request.

2.12 Annexation and Merger of Additional Condominiums. Declarant intends to construct an additional eighty-six (86) Units, consisting of nine (9) buildings with approximately eight (8) to twelve (12) Units per building, and annex such Units into the Project on a building by building basis. Provided, however, Declarant is not obligated to annex the total number of Units so stated, nor shall Declarant be restricted from increasing the number of units so stated. Attached hereto and incorporated herein by reference for all purposes as Exhibit "E" is a legal description of the property which may be annexed as a whole or on a piece meal basis. Unless consent or approval is required by TUCA or by other applicable law, Declarant may annex and merge units constructed within the annexation area into the condominium regime hereby established, which annexation and merger may be accomplished by recordation of supplemental declaration of merger and annexation for Signal Ridge Phase IV Condominium ("Annexation Declaration"). The terms and conditions of this Amended and Restated Condominium Declaration shall be binding upon the Units and area included within the Annexation Declaration immediately upon the recordation thereof. The undivided interest in the common elements, which thereby determines the fraction or percentage of undivided interest in the common expenses and votes in the association, shall be modified to reflect the addition of the Units, common elements, limited common elements, and other areas within the property annexed. The reallocation of undivided interests shall be calculated by determining the square footage of all Units, including those made the subject of the Annexation Declaration and

VOL PAGE
1231 024

allocating undivided interests based on the pro rata portion each Unit bears to the total square footage of all units.

ARTICLE 3

UNIT OWNERS ASSOCIATION

3.01. Association. The Association, organized as a nonprofit corporation under the Texas Non-Profit Corporation Act, operating under the name Homeowners Association for Signal Ridge Phase IV, Inc., is charged with the duties and invested with the powers prescribed by law and set forth in this Declaration and in the Association's Articles of Incorporation and Bylaws.

3.02. Membership. Membership in the Association is automatically granted to the Owner or Owners of each Unit in the Project. On the transfer of title to any Units the membership of the transferor automatically ceases and each new Owner becomes a member.

3.03. Voting Rights. Voting shall be on a percentage basis. The Owner of each Unit is entitled to a percentage of the total vote equal to the percentage interest that the Owner's Unit bears to the entire Project as assigned in Exhibit C. If an Unit has more than one Owner, the aggregate vote of the Owners of the Unit may not exceed the percentage of the total vote assigned to the Unit.

3.04. Membership Meetings. Meetings of the Owners shall be called, held, and conducted in accordance with the requirements and procedures set forth in the Bylaws.

3.05. General Powers and Authority. The Association shall have all of the powers allowed by TUCA, as well as all the powers of a nonprofit corporation established under Texas law, subject only to the limitations contained in this Declaration and in the other Governing Instruments. The Association may perform all acts that may be necessary for, or incidental to, the performance of the obligations and duties imposed on it by this Declaration and the other Governing Instruments. The powers of the Association shall include, but are not limited to, the following:

(a) The power to establish, fix, and levy assessments against Owners in accordance with the procedures and subject to the limitations set forth in Article 4 of this Declaration.

(b) The power to adopt reasonable operating rules governing the use of the Common Elements and any facilities located on the Common Elements, as well as the use of any other Association property.

(c) The right to institute and maintain actions for damages or to restrain any actual or threatened breach of any of the provisions of the Governing Instruments or Association Rules in its own name, either on its own behalf or on behalf of any consenting Owner.

(d) The right to discipline Owners for violation of any of the provisions of the Governing Instruments or Association Rules by suspension of the violator's voting rights or privileges for use of the Common Elements or by imposition of monetary penalties, subject to the following limitations:

(i) The accused Owner must be given written notice of the violation or property damage, stating the amount of any proposed fine or damage charge and that the Owner may request a written hearing before the Board within thirty (30) days of the notice.

(ii) The accused Owner must be given a reasonable time, by a date specified in the notice, to cure the violation and avoid the fine, unless the Owner was given notice and a reasonable opportunity to cure a similar violation within the preceding twelve (12) months.

(iii) The accused Owner must be given written notice of a levied fine or damage charge within thirty (30) days after the date of levy.

(iv) Any suspension of privileges or imposition of monetary penalties shall be reasonably related to the Owner's violation.

(e) The power to delegate its authority, duties, and responsibilities, through the Board of Directors, to such committees, officers, or employees as are permitted to be retained under the Governing Instruments.

(f) The right, through its agents or employees, to enter any Unit when necessary in connection with any maintenance, landscaping, or construction for which the Association is responsible. Such entry shall be made with as little inconvenience to the Owner as is practicable and any damage caused by the entrance shall be repaired by the Association at its own expense.

3.06. Board of Directors and Officers of the Association. The affairs of the Association shall be managed and its duties and obligations performed by a Board of Directors. Provisions regulating the number, term, qualifications, manner of election, and conduct of meetings of the members of the Board of Directors shall be set forth in the Bylaws of the Association. The Board shall elect officers, which shall include a President, Treasurer, Secretary, and such other officers as the Board may deem proper. Provisions regulating the numbers, term, qualifications, manner of election, powers and duties of the officers shall be set forth in the Bylaws of the Association.

3.07. Duties of the Association. In addition to the duties delegated to the Association or its agents and employees elsewhere in these Governing Instruments, the Association shall be responsible for the following:

(a) Operation and maintenance of the Common Elements and the facilities located on the Common Elements. This duty shall include, but shall not be limited to,

exterior painting, maintenance, repair, and landscaping of the Common Elements and of the furnishings and equipment for the Common Elements as the Board shall determine are necessary and proper.

(b) Acquisition of and payment from the maintenance fund for the following:

(i) Water, sewer, garbage, electrical, telephone, gas, elevator, and other necessary utility service for the Common Elements and, to the extent not separately metered and charged, for the Units.

(ii) A policy or policies of fire insurance with extended coverage endorsement for the full insurable replacement value of the Units and Common Elements payable as provided in Article 6 of this Declaration, or such other fire and casualty insurance as the Board shall determine gives substantially equal or greater protection to the Owners and their mortgagees, as their respective interests may appear.

(iii) A policy or policies insuring the Board, the Owners and/or the Association against any liability to the public or to the Owners and their tenants and invitees, incident to the ownership and/or use of the Project, including the personal liability exposure of the Owners. Limits of liability under such insurance shall not be less than Three Hundred Thousand Dollars (\$300,000.00) for any one person injured, One Hundred Thousand Dollars (\$100,000.00) for any one accident, and One Million Dollars (\$1,000,000.00) for property damage. The limits and coverage shall be reviewed at least annually by the Board and varied in its discretion, provided, however, that the said limits and coverage shall never be of fewer kinds or lesser amounts than those set forth in this Paragraph. The policy or policies shall be issued on a comprehensive liability basis and shall provide cross-liability endorsement in which the rights of named insureds under the policy or policies shall not be prejudiced as respects his, her, or their action against another named insured.

(iv) Workers' compensation insurance to the extent necessary to comply with any applicable laws.

(v) The services of personnel that the Board shall determine to be necessary or proper for the operation of the Common Elements.

(vi) Legal and accounting services necessary or proper for the operation of the Common Elements or the enforcement of this Declaration.

(c) Preparation and distribution, on a regular basis, of financial statements to the Owners in accordance with the following:

(i) A pro forma operating statement for each fiscal year shall be distributed not less than thirty (30) days before the beginning of the fiscal year.

(ii) A balance sheet, as of an accounting date that is the last day of the month closest in time to six (6) months from the date of closing of the first sale of an Unit in the Project, and an operating statement for the period from the date of the first closing to the accounting date shall be distributed within thirty (30) days after the accounting date. This operating statement shall include a schedule of assessments received and receivable identified by the numbers of the Project Units and the names of the persons assessed.

(iii) A balance sheet as of the last day of the Association's fiscal year and an operating statement for the fiscal year shall be distributed within ninety(90) after the close of the fiscal year.

(d) Maintenance of the following books and records, such books and records to be kept in accordance with generally accepted accounting procedures:

(i) Financial records with a detailed account of the receipts and expenditures affecting the Project and its administration and specifying the maintenance and regular expenses of the Common Elements and any other expenses incurred by or on behalf of the Project.

(ii) Minutes of proceedings of Owners, Board of Directors, and Committees to which any authority of the Board of Directors has been delegated.

(iii) Record of the names and addresses of all Owners with voting rights.

(iv) Plans and specifications used to construct the Project.

(v) The condominium information statement given to all Owners by the Declarant before sale.

(vi) Voting records, proxies, and correspondence relating to declaration amendments.

(e) Arrangement for an annual independent audit of all books and records of the Association.

3.08. Declarant's Control Period. Declarant shall have the power to appoint and remove officers and members of the Board until one hundred twenty (120) days after Declarant has conveyed seventy-five (75) percent of the Units in the Project to Owners other than Declarant, provided, however, that, not later than the one hundred twentieth (120th) day after Declarant's conveyance of fifty (50) percent of the Units to Owners other than a Declarant, not less than one third of the Board members must be elected by Owners other than Declarant.

3.09. Powers and Duties of the Board of Directors. The Board shall act in all instances on behalf of the Association, unless otherwise provided by this Declaration. The Board's

powers and duties shall include, but shall not be limited to, the following:

- (a) Enforcement of the applicable provisions of this Declaration, the Bylaws, and any Rules of the Association.
- (b) Payment of taxes and assessments that are or could become a lien on the Common Elements or a portion of the Common Elements.
- (c) Contracting for casualty, liability, and other insurance on behalf of the Association.
- (d) Contracting for goods and services for the Common Elements, facilities, and interests of the Association.
- (e) Delegation of its powers to such committees, officers, or employees of the Association as are expressly authorized by the Governing Instruments.
- (f) Preparation of budgets and financial statements for the Association as prescribed in the Governing Instruments.
- (g) Formulation of rules of operation for the Common Elements and facilities owned or controlled by the Association.
- (h) Initiation and execution of disciplinary proceedings against Owners for violations of provisions of the Governing Instruments in accordance with procedures set forth in the Governing Instruments.
- (i) Authorizing entry into any Unit as necessary in connection with construction, maintenance, or emergency repair for the benefit of the Common Element or the Owners in the aggregate.

3.10. Limitations on Powers of Board of Directors. Notwithstanding the powers set forth in Paragraph 3.09 of this Declaration, the Board shall be prohibited from taking any of the following actions except with the approval of a majority of the voting power of the Association residing in the Owners:

- (a) Entering into (i) a contract with a third person under which the third person will furnish goods or services for a term longer than one year, except for a management contract approved by the Federal Housing Administration or Veterans' Administration; (ii) a contract with a public utility if the rates charged are regulated by the Public Utilities Commission, provided that the term shall not exceed the shortest term for which the utility will contract at the regulated rate; or (iii) prepaid casualty and/or liability insurance of not more than three (3) years' duration, provided that the policy provides for short-rate cancellation by the insured.

(b) Incurring aggregate expenditures for capital improvements to the Common Elements in any fiscal year in excess of five percent (5%) of the budgeted gross expenses of the Association for that fiscal year.

(c) Selling during any fiscal year property of the Association having an aggregate fair market value in excess of ten percent (10%) of the budgeted gross expenses of the Association for that fiscal year.

(d) Paying compensation to Directors or to officers of the Association for services rendered in the conduct of the Association's business, provided, however, that the Board may cause a Director or officer to be reimbursed for expenses incurred in carrying out the business of the Association.

ARTICLE 4

ASSESSMENTS

4.01. Covenant to Pay. The Declarant covenants and agrees for each Unit owned by it in the Project, and each Owner by acceptance of the deed to such Owner's Unit is deemed to covenant and agree, to pay to the Association the regular and special assessments levied pursuant to the provisions of this Declaration. All moneys collected shall be put into a maintenance fund to be used to defray expenses attributable to the ownership, operation, and maintenance of common interests by the Association. The Owner may not waive or otherwise escape liability for these assessments by nonuse of the Common Elements or by abandonment of the Owner's Unit.

4.02. Regular Assessments. Regular assessments shall be made in accordance with the following. Within thirty (30) days prior to the beginning of each calendar year, the Board shall estimate the net charges to be paid during that year, including a reasonable provision for contingencies and replacements with adjustments made for any expected income and surplus from the prior year's fund. This estimated cash requirement shall be assessed to each Owner according to the ratio of the number of Units owned by said Owner to the total number of Units in the Project subject to assessment. Each Owner is obligated to pay assessments to the Board in equal monthly installments on or before the first day of each month.

4.03. Special Assessments. Special assignments shall be made in accordance with the following. If the Board determines that the amount to be collected from regular assessments will be inadequate to defray the common expenses for the year because of the cost of any construction, unexpected repairs, replacements of capital improvements on the Common Elements, or for any other reason, it shall make a special assessment for the additional amount needed. Such special assessments shall be levied and collected in the same manner as regular assessments.

4.04. Limitations on Assessments. The Board may not, without the approval of a majority of the voting power of the Association residing in Owners other than Declarant, impose a regular annual assessment per Unit that is more than twenty percent (20%) greater than the regular annual assessment for the preceding year, or levy special assessments that in the aggregate exceed

five percent (5%) of the budgeted gross expenses of the Association for that year. These limitations shall not apply to a special assessment levied against an Owner to reimburse the Association for funds expended in order to bring the Owner into compliance with the provisions of the Association's Governing Instruments.

4.05. Commencement of Assessments. Regular assessments shall commence on the date of closing of the first sale of an Unit in the Project.

4.06. Liability for Assessments. Each monthly portion of a regular assessment and each special assessment shall be a separate, distinct, and personal debt and obligation of the Owner against whom the assessments are assessed. The amount of any assessment not paid when due shall be deemed to be delinquent.

4.07. Payment of Assessments on Conveyance of Unit. On the sale or conveyance of an Unit, all unpaid assessments against an Owner for the Owner's share in the expenses to which Articles 4.02 and 4.03 of this Declaration refer shall first be paid out of the sale price or by the purchaser in preference over any other assessments or charges of whatever nature, except the following:

(a) Assessments, liens, and charges in favor of the State of Texas and any political subdivision of the State of Texas for taxes past due and unpaid on the Unit.

(b) Amounts due under mortgage instruments duly recorded.

4.08. Liens and Foreclosure for Delinquent Assessments. The Association shall have a lien on each Unit for any delinquent assessments attributable to that Unit. The Association is authorized to enforce the lien through any available remedy, including nonjudicial foreclosure pursuant to Texas Property Code Section 51.002. The Owners expressly grant to the Board a power of sale, through a trustee designated in writing by the Board, in connection with any such liens.

4.09. Foreclosure Proceeds. Should the Association foreclose an assessment lien, the proceeds derived from the sale of such Unit shall be used and disbursed by the Board in the following order:

(a) For payment of taxes and special assessment lien in favor of any governmental assessing entity;

(b) For payment of the balance of the lien of any first mortgage;

(c) For payment of unpaid assessments;

(d) For payment of junior liens and encumbrances in the order and extent of their priority; and

(e) The balance remaining, if any, to the Condominium Unit Owner.

4.10. Transferee Liability. The Purchaser, Donee or other transferee of a Unit, by deed or other writing (herein called "Grantee"), shall be jointly and severally liable with the transferor of such Unit (herein called "grantor") for all unpaid assessments against the latter for his proportionate share of the Common Expenses up to the time of the grant or conveyance, without prejudice to the Grantee's right to recover from Grantor the amounts paid by the Grantee, but such transferee shall be entitled to a statement from the Board of Directors, setting forth the amount of the unpaid assessments, if any, with respect to the subject Unit, the amount of the current monthly assessment and the date such assessment becomes due, as well as any credit for advanced payments or for prepaid items, including, but not limited to, insurance premiums. This statement shall be conclusive upon the Association.

ARTICLE 5

RESTRICTIONS AND COVENANTS

5.01. General Restrictions on Use. The right of an Owner and the Owner's guests to occupy or use the Owner's Unit or to use the Common Elements or any of the facilities on the Common Elements is subject to the following restrictions:

(a) No Owner shall occupy or use the Owner's Unit, or permit the Unit or any part of it to be occupied or used, for any purpose other than as a private residence. Nothing in this Declaration shall prevent the Owner from leasing or renting out the Owner's Unit, provided that the Unit is not used for transient or hotel purposes and that the term of the lease is for a period of at least sixty (60) days and is subject to the Association's Governing Instruments and Rules.

(b) There shall be no obstruction of the Common Elements. Nothing shall be stored in the Common Elements without the prior consent of the Board, except as expressly provided for in the Declaration, or in designated storage areas.

(c) Nothing shall be done or kept in any Unit or in the Common Elements that will increase the rate of insurance on the Common Elements without the prior written consent of the Board. No Owner shall permit anything to be done or kept in the Owner's Unit or in the Common Elements that will result in the cancellation of insurance on any Unit or on any part of the Common Elements or that would be in violation of any law. No waste shall be permitted in the Common Elements. No gasoline, kerosene, cleaning solvents, or other flammable liquids shall be stored in the Common Elements or in any Unit, provided, however, that reasonable amounts in suitable containers may be stored in the storage spaces.

(d) No sign of any kind shall be displayed to the public view on or from any Unit or the Common Elements without the prior written consent of the Board, except a sign advertising the property for sale.

(e) No animals, livestock, or poultry of any kind shall be raised, bred, or kept in the Unit or in the Common Elements, except that dogs, cats, or other household pets may be kept in Units, subject to the Rules and Regulations adopted by the Board.

(f) No noxious or offensive activity shall be carried on in any Unit or in the Common Elements, nor shall anything be done in any Unit or in the Common Elements that may be or become an annoyance or nuisance to the other Owners.

(g) Nothing shall be altered or constructed in or removed from the Common Elements, except on the written consent of the Board.

(h) There shall be no violation of the Rules adopted by the Board and furnished in writing to the Owners pertaining to the use of the Common Elements. The Board is authorized to adopt such Rules.

(i) No Owner shall park any automobile or other motor vehicle in the Common Elements except in a space designated for the Owner by the Board.

(j) No metal, plastic, or other trash containers or permanent trash receptacle or structure shall be maintained in public view at any Condominium Unit or near any curb or street abutting an Condominium Unit. It is the intent of this provision to prohibit the placement of trash, however, contained or packaged, within public view so as to create a nuisance or obnoxious circumstance to other residents of the subdivision. It is expressly permitted however, as an exception to this provision, for trash in plastic field bags to be placed at curb side for pickup by municipal and/or private garbage collectors on date of pickup only. There shall be no exterior fires whatsoever except barbecue fires contained within receptacles designed in such a manner that no fire hazard is created. No clothing or household fabrics shall be hung, dried or aired in such a way as to be visible to other Occupants on the Property.

(k) No Unit Owner shall park, store, or keep any vehicle, except wholly within the parking space designated therefore, and any inoperable vehicles shall not be stored in a parking space or within the Common Elements in general. No Unit Owner shall park, store, or keep within or adjoining the Property and large commercial-type vehicle (dump truck, cement-mixer truck, oil or gas truck, delivery truck or any other vehicle equipment, mobile or otherwise, deemed to be a nuisance by the Board), or any recreational vehicle (camper unit, motor home, truck, trailer, boat, mobile home, or other similar vehicle deemed to be a nuisance by the Board). No Unit Owner shall conduct major repairs or major restorations of any motor vehicle, boat, trailer, aircraft, or other vehicle upon any portion of the Common Elements. Parking spaces shall be used for parking purposes only.

(l) Except within individual Units, no planting, transplanting or gardening shall be done, and no fences, hedges or walls shall be erected or maintained upon the Property, except as approved by the Board.

(m) Motorcycles, motorbikes, motor scooters or other similar vehicles shall not be operated within the Property except for the purpose of transportation directly from a parking space to a point outside the Property, or from a point outside the Property directly to a parking space.

(n) No animals, livestock, reptiles, or poultry of any kind shall be raised, bred or kept in any Unit or the Common Elements. Dogs, cats, fish, birds and other household pets may be kept in Units subject to rules and regulations adopted by the Association, provided they are not kept, bred or maintained for commercial purposes or in unreasonable quantities. As used in this Declaration, "unreasonable quantities" shall ordinarily mean more than two (2) pets per household; provided, however, the Association may determine a reasonable number in any instance to be more or less, and the Association may limit the size and weight of any household pets allowed. The Association, acting through the Board, shall have the right to prohibit maintenance of any animal which constitutes, in the opinion of the Board, a nuisance to any other Unit Owner. Animals belonging to Unit Owners, Occupants or the licensees, tenants or invitees within the Property must, subject to the Board approval required herein, be kept either within an enclosure, an enclosed patio or on a leash being held by a person capable of controlling the animal; the enclosure or enclosed patio must be so maintained that the animal cannot escape therefrom and shall be subject to the approval of the Board. Should any animal belonging to a Unit Owner be found unattended out of the enclosure and not being held on a leash by a person capable of controlling the animal, such animal may be removed by Declarant or a person designated by Declarant to do so for so long as Declarant has control over the Association, and after Declarant is no longer in control such animal may be removed by the Association or its managing agent, to a pound under the jurisdiction of the local municipality in which the Property is situated and subject to the laws and rules governing said pound, or to a comparable animal shelter. Furthermore, any Unit Owner shall be absolutely liable to each and all remaining Unit Owners, their families, guests, tenants and invitees, for any unreasonable noise or damage to person or property cause by any animals brought or kept upon the Property by a Unit Owner or members of his family, his tenants or his guests; and it shall be the absolute duty and responsibility of each such Unit Owner to clean up after such animals which have used any portion of the Common Elements.

(o) Each Condominium Unit shall be occupied by and used or leased by the Owner only as and for a residential dwelling for the Owner, his family, his social guests, or his tenants.

5.02. Maintenance. Except for those portions that the Association is required to maintain and repair, each Owner shall, at the Owner's sole cost and expense, maintain and repair the Owner's Unit so as to keep it in good condition and repair. Each Owner shall also maintain and repair those portions of the Common Elements subject to an exclusive easement appurtenant to the Owner's Unit.

5.03. Damage Liability. Each Owner shall be liable to the Association for all damage to the Common Elements or to other Association property that is sustained by reason of the

negligence or willful misconduct of that Owner or the Owner's family, guests, or tenants.

5.04. Exemption. Declarant shall be exempt from the restrictions of Article 5.01 of this Declaration to the extent reasonably necessary for completion of construction, sales, or additions to the Project. Such exemption includes, but is not limited to, maintaining Units as model homes, placing advertising signs on Project property, and generally making use of the Project lots and Common Elements as is reasonably necessary to carry on construction activity.

ARTICLE 6

DAMAGE OR DESTRUCTION

6.01. Application of Insurance Proceeds.

(a) If the Project is damaged by fire or any other disaster, the insurance proceeds, except as provided in Paragraph 6.01(b) of this Declaration, shall be applied to reconstruct the Project.

(b) Reconstruction shall not be compulsory if at least 80 percent of the vote of the Owners, which shall include the vote of each Owner of a unit or assigned limited common element that will not be rebuilt or repaired, is cast not to rebuild. If the Owners so vote to not rebuild any Unit, that Unit's allocated interests shall be automatically reallocated on the vote as if the Unit had been condemned, and the Association shall prepare, execute, and record an amendment to Exhibit D of the Declaration reflecting the reallocation. If the entire Project is not repaired or replaced and unless otherwise unanimously agreed to by the Owners, the proceeds shall be delivered pro rata to the Owners or their mortgagees, as their interest may appear, in accordance with the percentages or fractions set forth in Exhibit D of this Declaration.

6.02. Insufficient Insurance Proceeds. When reconstruction is required by the terms of Article 6.01 of this Declaration, but the insurance proceeds are insufficient to cover the cost of reconstruction, the costs in excess of the insurance proceeds and reserves shall be considered a common expense that is subject to the Association's lien rights.

6.03. Obtaining Bids for Reconstruction. If the Project is damaged by fire or any other disaster, the Board shall obtain firm bids, including the obligation to obtain a performance bond, from two or more responsible contractors to rebuild the Project in accordance with its original plans and specifications. The Board shall also, as soon as possible after obtaining the bids, call a special meeting of the Owners to consider the bids. If the Board fails to do so within sixty (60) days after the casualty occurs, any Owner may obtain bids and call and conduct a meeting as provided by this Article 6.03. At such meeting, the Owners may, by a vote of not less than sixty-seven (67) percent of the votes present, elect to reject all of the bids or, by not less than fifty-one (51) percent of the votes present, elect to reject all the bids requiring amounts more than five hundred dollars (\$500) in excess of available insurance proceeds. If all bids are rejected, the Board shall obtain additional

bids for presentation to the Owners. Failure to reject all bids shall authorize the Board to accept the unrejected bid it considers most favorable.

ARTICLE 7

RIGHTS OF BENEFICIARIES UNDER DEEDS OF TRUST

Declarant warrants that beneficiaries under deeds of trust to Units in the Project shall be entitled to the following rights and guaranties:

(a) Should any of the Association's Governing Instruments provide for a "right of first refusal," such right shall not impair the rights of a beneficiary under a first lien deed of trust to the following:

(i) To exercise the power of sale, foreclose, or take title to an Unit pursuant to the remedies provided in the deed of trust.

(ii) To accept a deed or assignment in lieu of sale or foreclosure in the event of default by a grantor.

(iii) To interfere with a subsequent sale or lease of an Unit so acquired by the beneficiary.

(iv) A beneficiary under a first lien deed of trust is entitled, on request, to written notification from the Association of any default in the performance by the grantor of any obligation under the Association's Governing Instruments that is not cured within sixty (60) days.

(c) Any beneficiary under a first deed of trust who obtains title to an Unit pursuant to the remedies provided in the deed of trust will not be liable for such Unit's unpaid assessments that accrue prior to the acquisition of title to the Unit by the beneficiary.

(d) Unless at least two thirds (2/3) of the beneficiaries under first deeds of trust (based on one vote for each first deed of trust owned) or Owners other than Declarant give their prior written approval, the Association shall not be entitled to the following:

(i) By act or omission, to seek to abandon or terminate the Project.

(ii) To change the pro rata interest or obligations of any individual Unit for the purpose of:

(A) Levying assessments or charges.

(B) Allocating distributions of hazard insurance proceeds or condemnation awards.

(C) Determining the pro rata share of ownership of each Unit in the Common Elements and in the improvements in the Common Elements.

(iii) To partition or subdivide any Unit.

(iv) By act or omission, to seek to abandon, partition, subdivide, encumber, sell, or transfer the Common Elements. The granting of easements for utilities or for other public purposes consistent with the intended use of the Common Elements shall not be deemed a transfer within the meaning of this clause.

(v) In case of loss to an Unit and/or Common Elements of the Project, to use hazard insurance proceeds for losses to any Project property (whether to Units or to the Common Elements) for other than the repair, replacement, or reconstruction of such property, except as provided by statute.

(e) All taxes, assessments, and charges that may become liens prior to the first mortgage under local law shall relate only to the individual Units and not to the Project as a whole.

(f) No provision of the Governing Instruments of the Association gives any Owner, or any other party, priority over any rights of a beneficiary under a first deed of trust to an Unit pursuant to its deed of trust in the case of a distribution to such Owner of insurance proceeds or condemnation awards for losses to or taking of Units and/or the Common Elements or portions of the Common Elements.

(g) Association assessments shall be large enough to provide for an adequate reserve fund for maintenance, repairs, and replacement of those Common Elements that must be replaced on a periodic basis. The reserve fund will be funded through the regular monthly assessments rather than by special assessments.

ARTICLE 8

GENERAL PROVISIONS

8.01. Amendment.

(a) This Declaration may be amended only at a meeting of the Unit Owners at which the amendment is approved by the holders of at least sixty-seven (67) percent of the ownership interests in the Project.

(b) An amendment of the Declaration may not alter or destroy an Unit or a Limited Common Element without the consent of the affected Owners and the Owners' first

lien mortgagees.

(c) Any amendment shall be evidenced by a writing that is prepared, signed, and acknowledged by the President or other officer designated by the Board to certify amendments. The amendment shall be effective on filing in the office of the county clerk of Rockwall County, Texas.

8.02. Nonwaiver of Remedies. Each remedy provided for in this Declaration is separate, distinct, and nonexclusive. Failure to exercise a particular remedy shall not be construed as a waiver of the remedy.

8.03. Severability. The provisions of this Declaration shall be deemed independent and severable. The invalidity, partial invalidity, or unenforceability of any one provision shall not affect the validity or enforceability of any other provision.

8.04. Binding. This Declaration, as well as any amendment to this Declaration, and any valid action or directive made pursuant to it shall be binding on the Declarant and the Owners and their heirs, grantees, tenants, successors, and assigns.

8.05. Interpretation. The provisions of this Declaration shall be liberally construed and interpreted to effectuate its purpose of creating a uniform plan for the development and operation of a Condominium Project. Failure to enforce any provision of this Declaration shall not constitute a waiver of the right to enforce the provision or any other provision of this Declaration.

8.06. Limitation of Liability. The liability of any Owner for performance of any of the provisions of this Declaration shall terminate on sale, transfer, assignment, or other divestment of the Owner's entire interest in the Owner's Unit with respect to obligations arising from and after the date of such divestment.

8.07. Fair Housing. Neither Declarant nor any Owner shall, either directly or indirectly, forbid the conveyance, encumbrance, renting, leasing, or occupancy of the Owner's Unit to any person on the basis of race, color, sex, religion, ancestry, or national origin.

8.08. Notices.

(a) Notices provided for in this Declaration shall be in writing and shall be deemed sufficiently given with when delivered personally at the appropriate address set forth in Article 8.08(b) of this Declaration, or seventy-two (72) hours after deposit in any United States post office box, postage prepaid, addressed as set forth in Article 8.08) of this Declaration.

(b) Any notice to an Owner required under this Declaration shall be addressed to the Owner at the last address for the Owner appearing in the records of the Association or, if there is none, at the address of the Unit in the Project. Notice to the Association shall be addressed to the address designated by the Association by written notice all Owners. Notices

EXHIBIT "A"VOL
1231PAGE
039

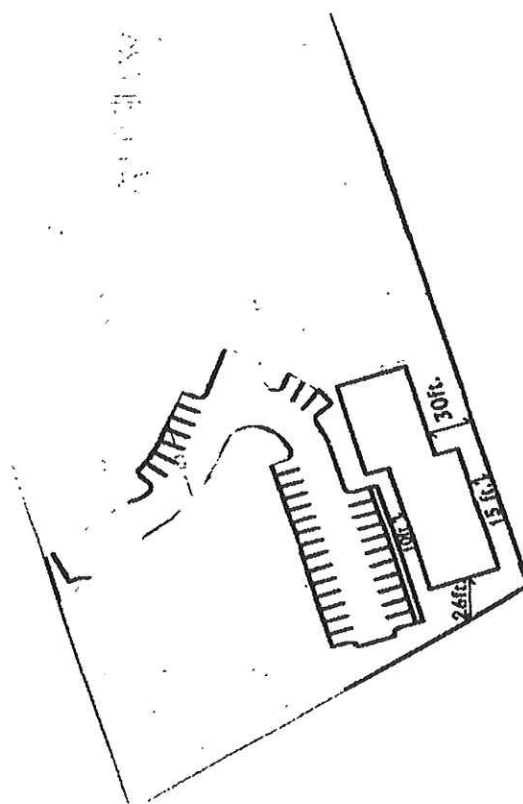
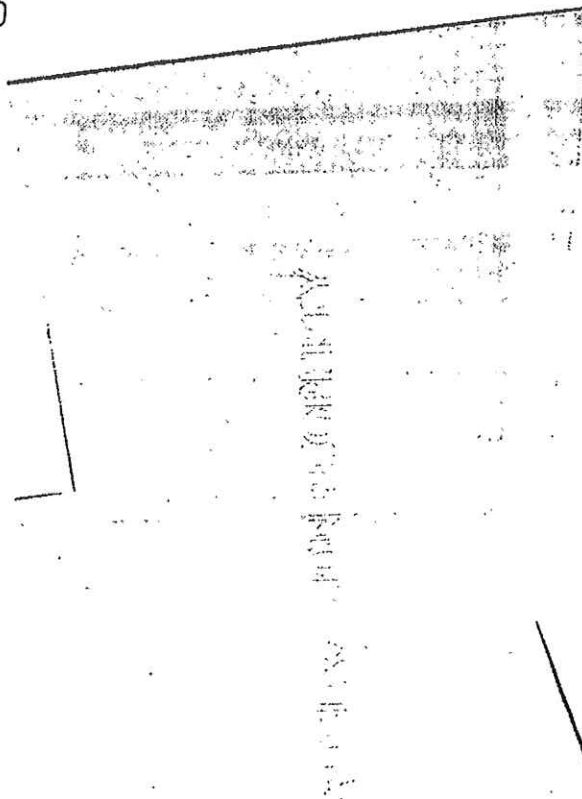
SIGNAL RIDGE, PHASE 4, SECTION ONE

STATE OF TEXAS
COUNTY OF ROCKWALL

BEING a tract or parcel of land situated in the E. Teal Survey, Abstract No. 207, City of Rockwall, Rockwall County, Texas, and being a part of Lot 3, Block A, Signal Ridge No. 4, an addition to the City of Rockwall recorded in Cabinet B, Slide 91, Plat Records, Rockwall County, Texas, and being more particularly described as follows:

BEGINNING at a point on the take line of Lake Ray Hubbard, said point being the North corner of said Lot 3 and also being the Southwest corner of that tract of land conveyed to Kirby Albright by deed recorded in Volume 83, Page 310, Deed Records, Rockwall County, Texas;
THENCE: South 81° 18' 59" East along the South line of said Albright tract a distance of 307.63 feet to a point at the Northwest corner of Signal Ridge No. 3, an addition to the City of Rockwall, recorded in Cabinet B, Slide 89, Plat Records, Rockwall County, Texas;
THENCE: South 23° 05' 48" West along the Westerly line of said Signal Ridge No. 3, a distance of 198.54 feet to a point for a corner;
THENCE: North 81° 18' 59" West a distance of 63.68 feet to the beginning of a curve to the left having a central angle of 36° 35' 13", a radius of 80.00 feet, and a chord that bears South 80° 23' 25" West, a distance of 30.22 feet;
THENCE: Along the arc of said curve an arc distance of 51.09 feet to a point for a corner;
THENCE: South 62° 02' 48" West, a distance of 77.92 feet to a point for a corner;
THENCE: North 27° 54' 12" West a distance of 62.98 feet to a point for a corner;
THENCE: North 66° 54' 12" West a distance of 93.07 feet to a point for a corner on the take line of Lake Ray Hubbard;
THENCE: North 23° 05' 48" East along said take line a distance of 172.70 feet to a point for a corner;
THENCE: North 10° 24' 25" East continuing along said take line a distance of 13.50 feet to the Place of Beginning and containing 38,585.00 square feet or 0.5888 acres of land.

EXHIBIT "B"
SIGNAL RIDGE PHASE IV -A



ALL BUILDINGS MUST BE BUILT

SIGNAL RIDGE IV - BUILDING A
BUILDING LAYOUT

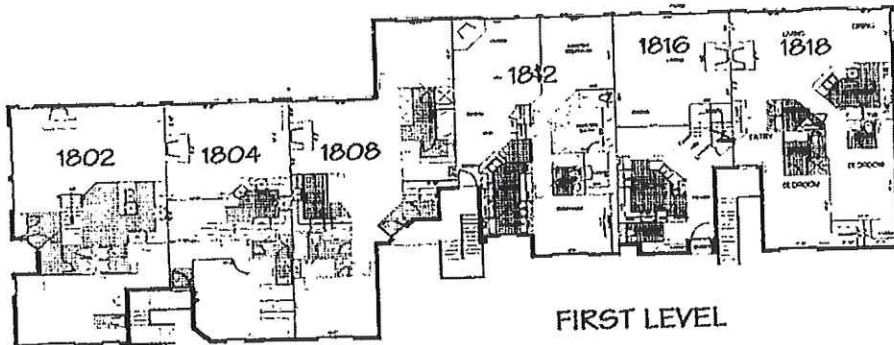
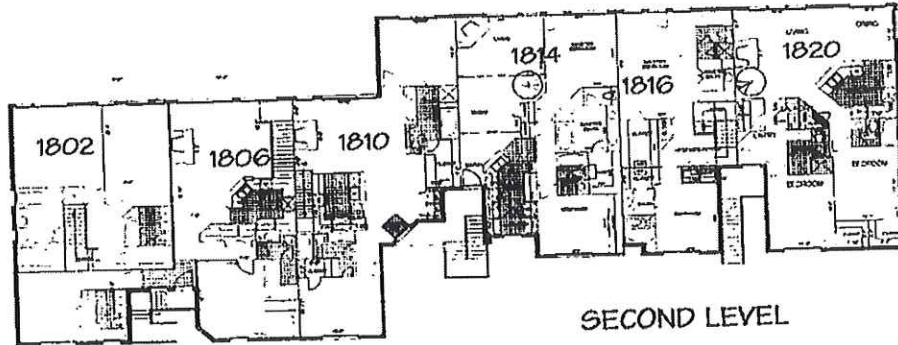
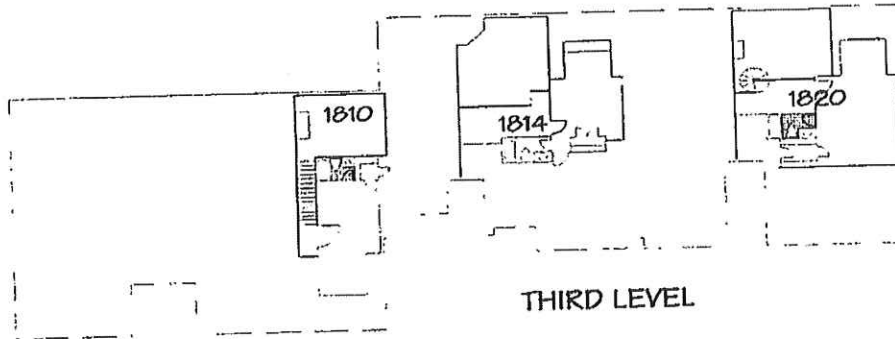


EXHIBIT "C"

PERCENTAGE INTEREST - BUILDING A
(10 UNITS)

<u>BUILDING LETTER</u>	<u>UNIT ADDRESS</u>	<u>UNIT NUMBER</u>	<u>SQ FT FLOOR AREA</u>	<u>PERCENTAGE TOTAL OWNERSHIP</u>
A	1818 Signal Ridge Pl.	1818	1248	8.70
A	1820 Signal Ridge Pl.	1820	1638	11.42
A	1816 Signal Ridge Pl.	1816	1631	11.38
A	1812 Signal Ridge Pl.	1812	1217	8.49
A	1814 Signal Ridge Pl.	1814	1589	11.08
A	1808 Signal Ridge Pl.	1808	1245	8.68
A	1810 Signal Ridge Pl.	1810	1553	10.83
A	1804 Signal Ridge Pl.	1804	975	6.80
A	1802 Signal Ridge Pl.	1802	1961	13.72
A	1806 Signal Ridge Pl.	1806	1280	8.90

Percentage ownership to be amended upon completion of plans for additional buildings.

EXHIBIT "E"VOL
1231PAGE
043

SIGNAL RIDGE, PHASE 4, SECTION TWO

STATE OF TEXAS
COUNTY OF ROCKWALL

BEING a tract or parcel of land situated in the E. Teal Survey, Abstract No. 207, City of Rockwall, Rockwall County, Texas, and being a part of Lot 3, Block A, Signal Ridge No. 4, an addition to the City of Rockwall recorded in Cabinet B, Slide 91, Plat Records, Rockwall County, Texas, and being more particularly described as follows:

BEGINNING at a point on the take line of Lake Ray Hubbard, said point being located South 10° 24' 25" West a distance of 13.50 feet and South 23° 05' 48" West a distance of 172.70 feet from the North corner of said Lot 3;
 THENCE: South 65° 54' 12" East a distance of 93.07 feet to a point for a corner;
 THENCE: South 27° 54' 12" East a distance of 62.98 feet to a point for a corner;
 THENCE: North 62° 05' 48" East a distance of 77.92 feet to the beginning of a curve to the right having a central angle of 36° 35' 13", a radius of 80.00, and a chord that bears North 80° 23' 25" East a distance of 50.22 feet;
 THENCE: Along the arc of said curve an arc distance of 51.09 feet to a point for a corner;
 THENCE: South 81° 18' 59" East a distance of 63.68 feet to a point for a corner on the West line of Signal Ridge No. 3 an addition to the City of Rockwall recorded in Cabinet B, Slide 89, Plat Records, Rockwall County, Texas;
 THENCE: Following said West line South 23° 05' 48" West a distance of 496.87 feet, North 57° 24' 37" West a distance of 38.35 feet and South 32° 35' 23" West a distance of 303.00 feet to the North line of the replat of part of Chandler's Landing Phase 17, an addition to the City of Rockwall recorded in Cabinet B, Slide 251, Plat Records, Rockwall County, Texas;
 THENCE: North 57° 24' 37" West along said North line a distance of 385.00 feet to a point for a corner on the take line of Lake Ray Hubbard;
 THENCE: North 45° 48' 22" East, along said take line, a distance of 446.90 feet to a point for a corner;
 THENCE: North 23° 05' 48" East, continuing along said take line, a distance of 249.74 feet to the Place of Beginning and containing 233,446.00 square feet or 5.3592 acres of land.

FILED FOR RECORD 7th DAY OF May, A.D., 1997 at _____ M.
 RECORDED 8th DAY OF May, A.D., 1997.
 PAULETTE BURKS, COUNTY CLERK, ROCKWALL COUNTY, TEXAS.
 BY: Caroline Danner, DEPUTY

AMENDMENT TO AMENDED AND RESTATED
CONDOMINIUM DECLARATION FOR
SIGNAL RIDGE PHASE IV CONDOMINIUMS

THE STATE OF TEXAS
COUNTY OF ROCKWALL

Recitals

1. Declarant filed an Amended and Restated Condominium Declaration for Signal Ridge Phase IV Condominiums on or about the 7th day of May 1997, in Volume 1231 at Page 018 of the Real Property Records of Rockwall County, Texas, (the amended Declaration).
2. The amended Declaration failed to fully cover the priority of first liens and prior liens and assessments in regard to assessment liens.
3. Declarant intends and desires to amend the amended Declaration for the purpose of clarifying lien priority.
4. Therefore, the Declarant amends Article 4, Assessments, Section 4.08, Liens and Foreclosure For Delinquent Assessments to read as follows:

4.08 Liens and Foreclosure for Delinquent Assessments and Subordination of the Lien to First and Prior Mortgages. The Association shall have a lien on each Unit for any delinquent assessments attributable to that Unit. The Association is authorized to enforce the lien through any available remedy, including nonjudicial foreclosure pursuant to Texas Property Code Section 51.002. The Owners expressly grant to the Board a power of sale, through a trustee designated in writing by the Board, in connection with any such liens.

The lien securing the Assessments provided for herein shall be subordinate to the lien of any first or prior lien mortgage. The sale or transfer of any Unit shall not affect the Assessment lien. However, the sale or transfer of any first lien mortgage, pursuant to a decree of foreclosure or a non-judicial foreclosure under such first lien mortgage or any proceeding in lieu of foreclosure thereof, shall extinguish the lien of such Assessments as to payments thereof which became due prior to such sale or transfer. No sale or transfer shall relieve such Unit from liability for any Assessment thereafter becoming due, in accordance with the terms herein provided.

5. All other provisions of the Amended Declaration remain unchanged and in full force and effect and are hereby republished and reaffirmed.

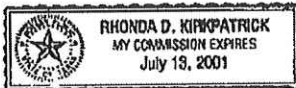
The Rockwall Signal Bay, L.P., A Texas Limited Partnership

By: [Signature]
James L. Mabrey, Authorized Agent
(Acknowledgment)

The State of Texas
County of Rockwall

This instrument was acknowledged before me on the 2 day
of June, 1997 by James L. Mabrey, Authorized Agent of The Rockwall
Signal Bay, L.P., A Texas Limited Partnership.

[Signature]
Notary Public, State of Texas



After recording return to:
Rockwall County Abstract & Title Co.
709 West Rusk
Rockwall, Texas 75087

FILED FOR RECORD 9th DAY OF June, A.D., 1997 at ___ M.
RECORDED 10th DAY OF June, A.D., 1997.
PAULETTE BURKS, COUNTY CLERK, ROCKWALL COUNTY, TEXAS.
BY: [Signature], DEPUTY

Rockwall County
Shelli Miller
Rockwall County Clerk
Rockwall, Texas 75087 (972) 204-6300



70 2013 00489652

Instrument Number: 2013-00489652

As

Recorded On: June 03, 2013

Recordings

Parties: SIGNAL RIDGE PHASE IV INC

Billable Pages: 14

To PUBLIC

Number of Pages: 14

Comment: NOTICE OF FILING

(Parties listed above are for Clerks reference only)

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

Recordings	64.00
Total Recording:	64.00

***** 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: 2013-00489652
Receipt Number: 301759
Recorded Date/Time: June 03, 2013 04:14:00P
Book-Vol/Pg: BK-OR VL-7249 PG-107
User / Station: F H - Cashier Station 1

Record and Return To:

MIKE GIBBS
6440 N CENTRAL EXPRESSWAY
SUITE 515
DALLAS TX 75206



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

Shelli Miller
Shelli Miller
Rockwall County Clerk

14
64

**NOTICE OF FILING OF AMENDED DEDICATORY INSTRUMENTS
FOR
HOMEOWNERS ASSOCIATION FOR SIGNAL RIDGE PHASE IV, INC.**

STATE OF TEXAS §
 § KNOW ALL MEN BY THESE PRESENTS:
COUNTY OF ROCKWALL §

THIS NOTICE OF AMENDED DEDICATORY INSTRUMENTS for the Homeowners Association for Signal Ridge Phase IV, Inc. ("Notice") is made this 20th day of May, 2013, by Homeowners Association for Signal Ridge Phase IV, Inc. (the "Association").

WITNESSETH:

WHEREAS, The Rockwall Signal Bay. L.P. prepared and recorded an instrument entitled "Amended and Restated Condominium Declaration for Signal Ridge Phase IV Condominiums" dated March 3, 1997, and recorded in Volume 1231, Page 18 of the Deed Records of Rockwall County, Texas (the "Declaration"); and

WHEREAS, the Association is the property owners' association created by the Declarant to manage or regulate the planned development covered by the Declaration, which development is more particularly described on Exhibit "A" attached hereto and incorporated herein by reference; and

WHEREAS, Section 202.006 of the Texas Property Code provides that a property owners' association must file each dedicatory instrument governing the association that has not been previously recorded in the real property records of the county in which the planned development is located; and

WHEREAS, the Association recorded its dedicatory instruments in Volume 1796, Page 135 of the Real Property Records of Rockwall County, Texas, pursuant to and accordance with Section 202.006 of the Texas Property Code; and

WHEREAS, the Association desires to record the attached amended dedicatory instrument in the real property records of Rockwall County, Texas, pursuant to and accordance with Section 202.006 of the Texas Property Code.

NOW, THEREFORE, the amended dedicatory instrument attached hereto as Exhibit "A" is a true and correct copy of the original and is hereby filed of record in the real property records of Rockwall County, Texas, in accordance with the requirements of Section 202.006 of the Texas Property Code.

Exhibit A