

**DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS**

FOR

SKY RIDGE ADDITION

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CITY OF MELISSA, COLLIN COUNTY, TEXAS

**Plat Recorded in Volume 2021, Page 186 The Plat Cabinet records of COLLIN, Texas.
Filed (04/12/2021)**

(a) Any screening wall, fence, and other improvements benefitting the Development, including but not limited to, the screening wall or fence along the edges of the Development and other properties included within the Development including Postal Box easements.

(b) Detention Pond and any green spaces or any other areas designated for use by the homeowners.

(c) Maintain Any Entry Features and area around entry.

1.3 **Declarant:** The term "Declarant" shall mean Sky Ridge LLC and any party to whom it expressly assigns in writing, its rights, powers, and privileges and prerogatives hereunder.

1.4 **City:** "City" shall mean the City of Melissa, Texas.

1.5 **Detached Home:** "Detached Home" shall mean a single-family residential unit in a single-unit building constructed on a Lot being a part of the property, including the parking garage utilized in connection therewith and the Lot upon which any Detached Home is located.

1.6 **Lienholder:** "Lienholder" or "Mortgagee" shall mean the holder of a first mortgage lien, on the Detached Home, and or any lot.

1.7 **Lot:** "Lot" or "Lots" shall mean and refer to a portion of the Property designated as a Lot on the Plat of the Property, excluding Open Space, streets, and any Area of Common Responsibility. Where the context requires or indicates, the term Lot shall include the Detached Home and all other improvements which are or will be constructed.

1.8 **Member:** "Member" shall mean and refer to every person or entity that holds membership in the Association. The declarant and each Owner shall be a Member in the Association.

1.9 **Open Spaces and Common Areas.** "Open Spaces" and "Common Areas" shall mean the areas of land which shall be owned by the Association and any other areas deemed common areas such areas that are leased, easements including Post Office Cluster Boxes, landscaping adjacent to any public street within or abutting the development and any other area reasonably deemed to be Common Area. Easements shall mean and refer to the various utility or other easements of record, those shown on the map or Plats of the subdivision within the Property and such other easements as are created in The Declaration or any supplements thereto.

1.10 **Owner:** "Owner" shall mean and refer to the record Owner, other than the Declarant whether one or more persons or entities of a fee simple title to any Lot and shall include any homebuilder but shall exclude those having such interest merely as security for the performance of an obligation. However, the term "Owner" shall include any Lienholder or Mortgagee who acquires fee simple title to any Lot which is part of the Property, through deed in lieu of foreclosure or through judicial or non-judicial foreclosure.

- 1.11 **Builder:** "Builder" is any company, entity or person that purchases Lot(s) from the Declarant or another entity for the express purpose of the construction and sale of a new home residence within the Development.
- 1.12 **Contractor:** "Contractor" is any independent contractor or employee of a Builder or Declarant who is present on the Property to construct, assemble, fabricate, install, or erect any improvements for the Declarant or Builder.
- 1.13 **Property:** "Property" shall mean and refer to the property being Lots 3 to 27 inclusive of Block 1 of the Sky Ridge Addition to the City of Melissa, COLLIN County, Texas.
- 1.14 **Developer:** "Developer" shall mean and refer to current developer SKY RIDGE LLC or any assignees to which SKY RIDGE LLC shall assign its rights, and which shall assume its obligations as Developer hereunder.
- 1.16 **Plat:** "Plat" shall mean and refer to the recorded subdivision plat of the Property.

ARTICLE TWO

PROPERTY RIGHTS

2.1 **Maintenance of Open Spaces by the Declarant and the Association.** Initially, the Declarant will be the sole authority on improving the Open Space areas and areas of Common Responsibility in a prudent manner and to enhance the safety, security, welfare, and overall appearance of the Development. Upon the happening of either of the events set forth in Section 3.2(b) hereunder or at any time at Declarants sole discretion, the Association will be solely responsible in a prudent manner to enhance the safety, security, welfare, and overall appearance of the Development. The Association, subject to HUD approval and if there are Class A and Class B members in the Association, shall have the following rights regarding the Open Spaces:

(i) the right to dedicate or transfer all or any part of the Open Spaces to any public agency or authority (for the purpose of utility easements or otherwise) subject to such conditions may be agreed to by the Members. No such dedication or transfer shall be effective unless (a) an instrument of agreement to such dedication or transfer, signed by two-thirds (2/3) of all Members entitled to vote (determined pursuant to Section 3.2 hereof) is properly recorded, in the Deed Records of COLLIN County, Texas, (b) a written notice of proposed action under this Section is sent to every Owner (including Lienholder or Mortgagee) not less than thirty (30) days, nor more than sixty (60) days in advance of said action and (c) that any public agency or authority receiving the dedication or transfer consents in writing to the dedication or transfer:

(ii) The right to borrow money to be secured by a lien against the Open Space; however, the rights under such improvement mortgage shall be subordinate and inferior to the rights of the Owners hereunder; and

(iii) the right to enter upon and make rules and regulations relating to the use of the Open Spaces.

- 2.2 **Use of Common Areas.** Every Member shall have the right and easement in and to the Common Areas and such right and easement shall be appurtenant to and shall pass with the title of every Lot. Each Owner of Property in the Association shall be responsible for willful or accidental damage incurred because of the actions of their respective tenants or guests. The City of Melissa, Texas will be indemnified against any loss or claims from damage or injury in any person or Property. Easements of record on the date hereof and any easements which may hereafter be granted (determined subject to 2.1(i)herein) by the Declarant or Association to any public or private utilities or governmental bodies for the installation and maintenance of electrical, telephone and television conduit and lines, sewers, water pipes or any other utility services serving any Lot within the Property or any portion thereof.
- 2.3 The HOA as the owner of private improvements within common areas, lots or easement, hereby releases and indemnifies the City of Melissa and further agrees to defend and hold harmless the City of Melissa from any claims or lawsuits for property damage or bodily injury (including death) arising from the condition, use or operation of the private facilities. Under no circumstance shall the City be liable to the HOA or any property owner or their respective heirs, executors, administrators, devisees, personal representatives, successors or assigns for any damages, injuries, including death claims, and/or liability resulting from any amenity within or adjacent to any major creek or tributary, associated with any thoroughfare, screening wall or common landscaping or from any other HOA owned and/or maintained area, lot or facility.
- 2.4 The Common Areas are private and maintained by the Association. Although the public may have an easement on Common Areas, the Common Areas are not public, and the City has no obligation to maintain or inspect the Common Areas or the structures and improvements situated upon the Common Areas.
- 2.5 **INDEMNIFICATION. THE ASSOCIATION, AS OWNER OF VARIOUS PRIVATE FACILITIES AND PROPERTY WITHIN A COMMON AREA, INCLUDING EASEMENTS WITHIN, OR UNDER THE CONTROL OF THE ASSOCIATION, SHALL AND HEREBY DOES INDEMNIFY, DEFEND AND SAVE HARMLESS, THE CITY, ITS OFFICERS, AGENTS, SERVANTS, AND EMPLOYEES FROM ALL COSTS, EXPENSES, SUITS, DEMANDS, LIABILITIES, DAMAGES, ACTIONS, OR CLAIMS OF ANY NATURE, TYPE, CHARACTER OR DESCRIPTION BROUGHT FOR PROPERTY DAMAGE OR PERSONAL INJURY, INCLUDING WITHOUT LIMITATION, MENTAL ANGUISH AND DEATH, ARISING FROM THE CONDITION, USE OR OPERATION OF ANY PRIVATELY OWNED FACILITIES AND COMMON PROPERTIES.**
- 2.6 Notwithstanding any other provision of Declaration, neither this Declaration nor the Association may be dissolved or terminated, nor may deed restrictions and covenants providing for maintenance of

Common Areas and facilities located in Common Areas be deleted or amended, without the prior written consent of the City.

2.7 Notwithstanding anything to the contrary herein, the City shall have the right to take the following actions in the event the HOA fails to comply with its obligations hereunder or under the Planned Development Ordinance:

The City following notice to the HOA shall have the right to assess the HOA for the full amount owed and/or to assess the property owners on a pro rata basis for all costs incurred by the City in performing the duties of the HOA if the HOA fails to perform its duties. Any such assessment shall constitute a lien in favor of the City for the assessment to the property.

ARTICLE THREE

ASSOCIATION MEMBERSHIP AND VOTING RIGHTS

3.1 **Membership:** Declarant, during the time it owns any Lots, and each person or entity who is a record Owner of a fee or undivided fee interest in any Lot, shall be a Member of the Association. The foregoing is not intended to include persons or entities who own an interest merely as a security for the performance of an obligation. Membership shall be appurtenant to and may not be separated from any ownership of any Lot which is subject to assessment by the Association. Transfer of ownership, either voluntarily or by operation of law, shall terminate such Owner's membership in the Association, and membership shall be vested in the transferee; provided, however, that no such transfer shall relieve or release such owner from any personal obligations with respect to assessments which have accrued prior to such transfer.

3.2 **Voting Rights.** The Association shall have two classes of voting membership.

(a) **Class "A":** The Class "A" Members shall be the owners. The Class "A" members shall be entitled to one vote for each Lot owned. When more than one person holds an interest in a Lot, all such persons shall be Members. The vote for such Lot shall be exercised as they among themselves determine, but in no event shall be more than one vote.

(b) **Class "B":** The Class "B" Members shall be the Declarant. The Declarant shall be entitled to (10) votes for each Lot it owns; provided, however that Declarant shall cease to be a Class "B" Member and shall become a Class "A" Member entitled to one vote per Lot on the happening of either of the following events:

(i) when the Declarant owns less than ten percent (10%) of the total Lots in all phases.

(ii) the expiration of twenty (20) years from the recording date of this instrument in the Real Property Record of Collin County, Texas.

(iii) when the Declarant owns less than 10% of the total lots, a meeting of all members will be notified to elect Board of Directors and Members for the Modification Committee.

3.3 **No Cumulative Voting.** At all meetings of the Association, there shall be no cumulative voting. Prior to all meetings, the Board of Directors shall determine the total number of votes outstanding and entitled to vote by the Member.

3.4 **Association's Powers.** In addition to the rights of the Association set forth in other sections of this Declaration, the Association shall have the duty to enforce the covenants under this Declaration and Maintain all Areas of Common Responsibility and shall have the right power, and authority to do any act which is consistent with or required by the provisions of this Declaration or the Bylaws, whether the same be expressed or implied, including but not limited to the following:

- (a) the power to levy and collect assessments (as hereinafter defined), of whatever nature for the maintenance, repair or replacement of the Areas of Common Responsibility existing on the property and for such other purposes as are herein provided;
- (b) the power to keep accounting records with respect to the Association's activities;
- (c) the power to contract with and employ others for maintenance and repair; and
- (d) the power to adopt rules and regulations concerning the operations of the Association.

The authority for enforcement of the HOA rules and regulations is solely the responsibility of the HOA and is not, in any way, the responsibility of the City.

3.5 **Amendments by Declarant.** (a) Declarant, its successors and assigns, shall have and reserve the right at any time and from time to time, without the joinder or consent of any other party, amend The Declaration by any instrument in writing duly signed, acknowledged, and filed for record for the purpose of correcting any typographical or grammatical error, ambiguity or inconsistency appearing herein, provided that such amendment shall be consistent with and furtherance of the general plan an scheme of development as evidenced by The Declaration.

(b) Particularly reserved to Declarant, and its successors and assigns, is the right and privilege of Declarant to amend, revise or abolish portions of The Declaration applicable to any portion of the Properties within The Declaration so long as Declarant owns at least one Lot within the portions(s) of the Property to be so affected. Such amendment may be done by Declarant without the consent or joinder of the other Lot owners in such affected area.

(c) The Homeowners Association may not be dissolved, nor may deed restrictions and covenants providing for maintenance of common areas be deleted or amended, without the prior written consent of the City.

- 3.6 **Declarant's Special Power to Act Without Meeting or Vote.** Except to the extent otherwise required by law, so long as the Declarant controls votes sufficient to constitute the requisite majority for a given action under this Declaration, such action shall be deemed to have been approved for all purposes at the time Declarant authorizes the action, without the necessity for a meeting of the Board of Directors, Owner or any other formality, to the same extent as if such meeting had been convened in accordance with the terms of this Declaration and a vote or votes taken and approved.
- 3.7 **Books and Records:** The books and records of The Association may be requested by email notification to the Association's email. Request will have up to 60 days for association's secretary to email to requestor. The Board of Directors, may, by resolution, establish rules and regulations governing the frequency of inspection and other matters to the end that inspection of the books and records by any Member or Members will not become burdensome nor constitute harassment of The Association. The Declaration and the Articles of Incorporation and the Bylaws of the Association shall be available for inspection by any Member by request. Once A HOA website is established, they are to be available online.
- 3.8. The Developer shall be required to provide to any Member upon their request a complete copy of the HOA Documents and a five year projection of HOA Dues, other income and expenses.

ARTICLE FOUR

ASSESSMENTS MAINTENANCE FUND AND ASSESSMENT LIENS

- 4.1 **Creation of the Lien and Personal Obligation of Assessments.** Each Owner of any Improved Lot by acceptance of a deed thereof covenants and agrees to pay to the Association: (i) annual assessments or charges; and (ii) special assessments for capital improvements. Such assessments (collectively, the "Assessments") are to be fixed, established, and collected as provided herein. A Builder is exempt from paying Assessments for a period one (1) year after purchasing a Lot from the Developer and only on Phases' with completed streets. After one (1) year the builder will be assessed fees which will begin accruing on the first day of the second year, an amount equal to twelve (12) months of assessments are due at closing of each of and Attached Home and only begin to accrue upon the sale of the Home. Assessments, together with such interest thereon and costs of collection thereof, as hereinafter provided, together shall be a charge on the Lot and shall be of the Association upon the Lot against which each such Assessment is made. Each such Assessment, together with such interest costs and reasonable attorney's fees shall also constitute a personal obligation of the person or entity that was record Owner of such Lot at the time of the Assessment. The personal Obligation for delinquent Assessments shall not pass to successors in title unless expressly assumed by such successors; however, the lien upon the Lot shall continue until paid.

4.2 **Purpose of Assessments.** The Assessments levied by the Association shall be used exclusively for the purpose of promoting the recreation, health, safety and welfare of the Owners of the Lots, the improvements and maintenance of the Areas of Common Responsibility and any other property owned by the Association, and the performance and/or exercise of the rights and obligations of The Association arising hereunder. Assessments shall include, but not limited to: funds to cover actual Association costs (including reasonable reserves) for all taxes, insurance, repair, replacement, maintenance, and other activities as may from time to time be authorized by the Board of Directors; legal and accounting fees and any fees for management services; expenses incurring in complying with any laws, ordinances or governmental requirements applicable; and other charges required or contemplated by this Declaration and/or that which the Board of Directors of the Association shall determine to be necessary to meet the primary purpose of the Association, including the establishment and maintenance of a reserve for repair, maintenance, taxes and other charges as specified herein.

4.3 **Basis and Maximum of Annual Assessments.**

(a) Commencing January 1, 2024, the regular maximum annual Assessment shall be an amount not to exceed \$2,000.00:

(b) \$900.00 per year per sold Home Lot per year paid in advance in annual yearly installment; the initial assessment to be collected by the Title Company at closing; prorated by the month home is closed in. May 1st will be considered the due date for each year of dues. Each homeowner is responsible for the HOA fees without any written or email notice.

(c) From and after May 1, 2024, the maximum regular annual Assessment may be increased by any amount up to fifteen percent (15%) over the preceding year's regular annual Assessment solely by the Board of Directors. Any increase over and above 15% of the previous year's regular Assessment shall be done by written approval of one-half (50%) the outstanding votes (determined pursuant to Section 3.2 hereof) held by Members at a meeting at which a quorum is present.

(d) A Resale Certificate is to be Issued for each home purchased, transferred, and or sold; The administrative transfer fee charged by the Association for a change of ownership of each property in the subdivision is \$125.00 paid to the Dawn at SKYRIDGE HOA, Inc. This fee can be increased solely by the Board of Directors at any time as needed.

4.4 **Special Assessments:** In addition to the regular annual Assessment authorized above, the Association may levy, in any assessment year, a Special Assessment applicable to that year only, for the purpose of defraying, in whole or in part, the costs incurred by the Association pursuant to the provisions of the Declaration, provided that any such assessment shall have the Prior written approval of one-half (50%) of the outstanding votes (determine pursuant to Section 3.2 hereof) held by the members at a meeting at which a quorum is present. Any

Special Assessments shall be prorated based on the period the Owner owns the Lot during such year.

4.5 Notice and Quorum for any Action Authorized Under Sections 4.3 and 4.4:

Written notice of any meeting called for the purpose of taking any action authorized under Sections 4.3 and 4.4 hereunder shall be given to all Members not less than ten (10) days or no more than fifty (50) days in advance of such meeting. At such meeting, the presence of Members or of written proxies entitled to cast 10 % of all the votes entitled to be cast by the Members of the Association shall constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notice requirements and the required quorum at the subsequent meeting shall be one-half (1/2) of the required quorum at the preceding meeting. So long as a Declarant and the Builders control two-thirds (2/3) of the outstanding vote (determined pursuant to Section 3.2 hereof), the member may participate in a meeting by means of teleconference or similar communications by means of which all persons participating in the meeting can participate in said meeting by voting or taking appropriate action.

4.6 Uniform Rate of Assessment: Both the regular annual and Special Assessments shall be fixed at a uniform rate for all Lots and shall commence and be due in accordance with Section 4.3.

4.6 Effect of Non-Payment of Assessments; Remedies of the Association; Liens Securing Assessments. Any Assessment not paid within thirty (30) days after the due date shall bear interest at the maximum per annum ceiling rate allowed by applicable usury laws from the due date until paid. The Board of Directors, or a duly authorized officer or agent of the Association, may elect (but shall not be required) to prepare a written notice (a "Notice of Assessment") which sets forth the amount of the unpaid assessments, interests, and other charges; the name of the owner, and a legally sufficient description of the home. Such Notice of Assessment shall be signed by a Member of the Board, or by a duly authorized officer or agent of the Association and may be recorded in the Real Property Records of COLLIN County, Texas. The lien for delinquent assessment shall attach from the date on which such assessments become past due. Notwithstanding the foregoing, no such Notice of Assessment shall be so recorded until the Association, or the person designated by the Association, has first mailed to the Owner and any mortgagee of the home against which such assessment has been assessed that has delivered notice to the Association of their mailing address, a Notice of Default (herein so called), together with demand upon such Owner to pay such delinquent assessments and any interest charges applicable thereto. If the Association has not received full payment of all such delinquent assessments and any interest charges applicable thereto within fifteen (15) days from the mailing of such Notice of Default, the Association may then cause the Notice of Assessment to be recorded in the Real Property Records of Collin County, Texas. After the recording of a Notice of Assessment, the lien may be enforced by the Association by foreclosure of the home owned by the defaulting Owner in the same manner as a mortgage of real property, as hereinafter provided.

The Association may bring an action at law against the Owner personally obligated to pay the same, foreclose the lien against the home or pursue both such remedies to the extent not mutually exclusive. Interest, court and other collection costs and reasonable attorney's fees incurred by

the Association in collecting past due assessments shall be added to the amount of such Assessment or charge, regardless of whether legal action is filed. Each such Owner, by his acceptance of a deed to a home, hereby expressly vests in the Association, or its agents, the right and power (i) to bring all actions against such Owner personally for the collection of such charges as a debt, and (ii) to enforce the aforesaid lien by all methods available for enforcement of such liens, including non-judicial foreclosure pursuant to Section 51.002 of the Texas Property code (as amended), and such Owner hereby expressly grants to the Association a private power of sale in connection with said lien, which the Association shall be entitled to execute and enforce at such time as the Association complies with each requirement set forth in Section 1.002 of the Texas Property Code (as amended), which requirements are incorporated in this Declaration, as rights and/or obligations of the Association, by this reference, as if fully set forth herein. The lien provided for in this Declaration shall be in favor of the Association and shall be for the benefit of all Building lot Owners. No Owner may waive or otherwise escape liability for the Assessments provided for herein by non-use of the Common Properties or abandonment of his/hers home.

ARTICLE FIVE

CONSTRUCTION OF IMPROVEMENTS AND USE OF LOTS

5.1 **Residential Use:** All lots shall be used for single-family residential purposes only. No building shall be erected, altered, placed, or permitted to remain on any lot other than one (1) detached single-family residence per lot, which residences may not exceed two (2) stories in height. One storage building can be in the rear yard that meets city codes and requirements and the following guidelines: a Storage building of one story in height, exterior will need to be constructed of Pre-finished metal or of Cementitious siding. If visible from street painted to match exterior color of home. Other materials need to be approved by Developer or Modification Board.

5.2 **Garages:** Each residence shall have a garage suitable for parking not less than two (2) standard-sized vehicles. The house must always maintain exterior garage doors. **No exterior conversion of garage allowed.**

5.3 **Uses Specifically Prohibited:**

(a) No boat, marine craft, hovercraft, aircraft, recreational vehicle, pick-up camper, travel trailer, motor home, camper body, tractor (either farm or semi) or similar vehicle or equipment may be parked for storage in the driveway or front yard of any dwelling or parked on any public street in the Property. Small boats, popup campers, or other items that are no taller than 7' from ground to top may be parked on the side yard or rear yard behind the front line of the house AND concealed from public view by a fence or wall and must be on a solid pad of concrete, gravel, (not blocks).

(b) No Fence beyond the front of the house and must be constructed and maintained of wood, stone, or brick. No fencing shall exceed 6' in height. Wood fences are required to have steel posts or wood posts.

(c) No animals, livestock or poultry of any kind shall be raised, bred or kept on any lot except that dogs, cats, or other household pets may be kept for the purpose of providing companionship for the private family. No more than a total of 3 pets will be permitted on each lot, *(exception would be a litter of puppies, kittens for a period of 8 weeks only)*. Pets must be restrained or confined to the homeowner's rear yard within a secured fenced area or within the house. It is the pet owner's responsibility to keep the Lot clean and free of pet debris or ODOR noxious to adjoining lots. All animals must be properly registered and tagged for identification and keep current on all required vaccines. Animals are not to be raised or bred for commercial purposes or for food. It is the purpose of these provisions to restrict the use of the lot so that NO person shall quarter on the premise's cows, horses, bees, hogs, sheep, chickens, goats, guinea fowls, ducks, turkeys, skunks, snakes, etc., and or continual barking dogs or any other animals that may interfere with the peace and quiet, health and or safety of the community.

(d) No Lot or other area of the property shall be used as a dumping ground for rubbish, or accumulation of unsightly materials of any kind, including, without limitation, broken or rusty equipment, disassembled or inoperative cars and discarded appliances and furniture. Trash, garbage, or other waste shall not be kept except in sanitary containers.

(e) No air-condition apparatus shall be installed on the ground forward of the front elevation of a residence. No air-conditioning apparatus shall be attached to any front wall or window of a residence. No evaporative cooler shall be installed on the front wall or window of a residence.

(f) No antennas, satellite dishes or other equipment for receiving or sending sound or video signals shall be permitted in or on the property except antennas for television reception, AM or FM radio reception and UHF and VHF television reception. Such antennas shall be located inside the attic of the main residential structure except that One (1) antenna may be permitted to be attached to the main residential structure not to extend above said roof more than a maximum of 6 feet OR one (1) small satellite dish not to exceed 18" in diameter may be installed on the side or rear roof. No antennas or satellite dish may be installed on the front of the roof or front of the house. No windmills of any kind over 6' tall.

(g) No sign of any kind shall be displayed to the public view on any developed lot except one (1) professional sign of not more than six (6) square feet advertising the property for sale or rent.

(h) The drying of clothes in public view is prohibited.

(i) No abandoned, derelict, or inoperative vehicles may be stored or located on any lot unless visually screened from other lots and from any residential street.

(j) A maximum of four items of yard art (excluding items representing the U.S. Armed Forces) may be placed in any front, side, or backyard that is visible from the street without prior approval of the HOA. Holiday décor to be displayed no more than 45 days prior and must be removed within 30 after the Holiday is past including Christmas/Holiday lights.

ARTICLE SIX

GENERAL PROVISIONS

- 6.1 **Easements:** Easements for the installation and maintenance of utilities and drainage facilities are reserved as shown on the Plat. Easements are also reserved for the installation, operation, maintenance, and ownership of utility service lines from the property lines to the residences. By acceptance of a deed to any lot, the owner thereof covenants and agrees to mow weeds and grass and to keep and maintain in a neat and clean condition any easement which may traverse a portion of the lot.
- 6.2 **Recorded Plat:** All dedications, limitations, restrictions and reservations shown on the Plat are incorporated herein and shall be construed as being adopted in each contract, deed or conveyance executed or to be executed by Declarant, conveying lots in the Property, whether specifically referred to therein or not.
- 6.3 **Landscaping requirements and Lot Maintenance:** Each home, prior to occupancy will be landscaped to the City of Melissa Landscape Requirements and the Dawn at SKYRIDGE HOA, Inc. rules. The front yard and any portion of the yard not contained within a fenced area, will be sodded with grass, and a tree (unless lot has an established tree in the front yard). Each owner is required to maintain the yards, including watering, weeding and shall edge the street curbs that run along the property line. Grass, weeds and vegetation on each lot must be kept mowed at regular intervals to maintain the property in a neat and attractive manner. No owner shall permit weeds or grass to grow to a height of greater than six (6"0) upon their property. NO foundation planting, shrub or other vegetation near the house shall be allowed **to grow above the bottom of any window**. If, after ten (10) days' prior written notice, an owner of a lot shall fail to: (a) control weeds, grass and /or other unsightly growth, (b)remove trash, rubble, (c) exercise reasonable care and conduct to prevent or remedy an unclean, untidy or unsightly condition, or (d) otherwise satisfy the aforesaid maintenance requirements, 6.7 Enforcement shall and can be commenced.
- 6.4 **Definition of Owner.** As used herein, the term owner or a homeowner shall refer to the record owner, whether one or more persons or entities (including contract sellers, of the fee simple title to a lot on which there is or will be built a single-family residence, but not including those having an interest merely as security for the performance of an obligation.
- 6.5 **Other Authorities.** If other authorities, such as the City or County, impose more demanding, expensive, or restrictive requirements than those set forth herein, the requirements of such authorities shall be complied with. Other authorities' imposition of lesser requirements than those set forth herein shall not supersede or diminish the requirements herein.

- 6.6 **Addresses.** Any notices or correspondence to any owner of a lot shall be addressed to the street address of the lot or the address the United Postal Service uses for that lot.
- 6.7 **Homeowners Association.** HOA will be required to maintain any entrances features, detention or park areas, and maintain mowing of common areas. Should the owner of a lot violate any of the requirements in sections 5.3 or 6.3 after ONE (1) written notice to Homeowner by mail, hand delivery, or email, the HOA can hire the work to bring home into compliance and the homeowner will be charged the cost plus 10% interest. If not paid within 30 days a lien against the property can be filed In the COLLIN County Texas courthouse. Owner can apply to the board for an extension of time on extenuating circumstances.

ARTICLE SEVEN

MODIFICATIONS COMMITTEE

- 7.1 **Modifications Committee: Tenure.** The Declarant shall initially appoint a Modification Committee, consisting of not less than three (3) members, who need not be Members of the Association. When section 3.2 (iii) takes place, a new Committee will be established along with the Board of Directors.
- 7.2 **Modifications Committee.** The Board of Directors is authorized to establish a Modifications Committee whose responsibility will be to set standards, review and act upon all proposed modifications or improvements to those Lots where the Living Units are owned by someone other than the Declarant, its successors or assigns, or a Builder. This Committee will be comprised of no less than three (3) Members with at least two (2) Members required to be Members of the Association. The Modifications Committee will be governed by the Board of Directors and shall adhere to all the provisions set forth in this Declaration.
- 7.3 **When an Owner is required by this Declaration to obtain the approval of the Modifications Committee for a proposed modification or improvements to this Lot, the following requirements shall be adhered to.** Plans and specifications showing the nature, kind, shape, color, size, materials and location of such modifications, additions or alterations, shall be submitted to the Modifications Committee for approval as to conformance with the terms of the Declaration; conformance with any standard applicable to the proposed modification, if such modification quality, workmanship, and design; harmony of external design with existing structures; and as to location in relation to surrounding structures, topography and finish grade elevation. Nothing contained herein shall be construed to limit the right of the Owner to remodel the interior of a Living Unit or to paint the interior of a Living Unit any color desired unless such interior area will be visible from public street.

ARTICLE EIGHT

LIABILITY CLAUSE

8.1 No Liability. Neither Declarant, the Association, Board of Directors, or Modifications Committee or the Members thereof shall be liable at law or in equity to anyone submitting plans or specifications to them for approval, or to any Owner of a Building lot affected by these restrictions by reason of any action by such body or person taken in good faith in any capacity or by reason of any provision of The Declaration, including (without implied limitation) the granting of a variance, or a mistake in judgment, negligence, or nonfeasance arising out of or in connection with the approval or disapproval or failure to approve or disapprove any such plans or specifications, including specifically, but without limitation, consequences of any defect in any plans or specifications. Every person who submits plans or specifications to the New Construction Committee or Modifications Committee for approval agrees, that submission of such plans and specifications, and every Owner agrees, that he will not bring action or suit of any kind against Declarant, the Association, the Board of Directors, the Modifications Committees, or any of the Members thereof, notwithstanding any term or provision hereof to the contrary.

8.2 Rules and Regulations. The Board of Directors and Modifications Committee may from time to time, in its sole discretion, adopt, amend, and repeal rules, regulations, standards, and procedures interpreting and implementing the provisions hereof, and governing the operations and procedures of such Committee, to the extent not inconsistent with The Declaration. Notwithstanding the foregoing, no amendment to the HOA documents relating to any maintenance or common area, reserve funds shall occur without the written approval of the city of Melissa.

EXECUTED this 18 day of Nov, 2023

SKYRIDGE LLC

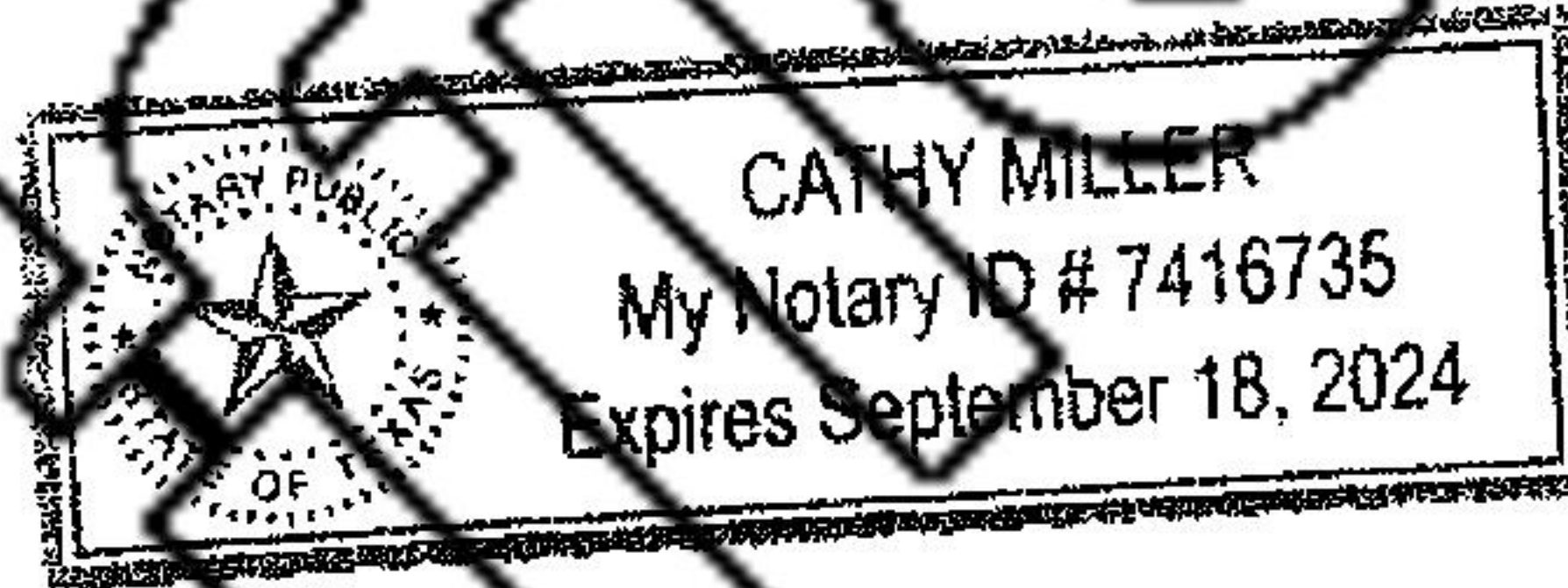
By: 
Rohit R. Dahya, Managing Member

STATE OF TEXAS
COUNTY OF COLLIN

BEFORE ME the undersigned authority, on this day personally appeared Rohit R. Dahya, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this 18 day of Dec, 2023.

Cathy Miller
Notary Public, State of Texas
My Commission Expires: _____



After Filing Return To:
Sky Ridge LLC

5922 Tallow Ln.

FRISCO, TX 75036

UNOFFICIAL

Exhibit "1"

Being all that certain lot, tract or parcel of land located in the D.E.W. BABB SURVEY, ABSTRACT NO. 33, Collin County, Texas, and being a part of the same tract of land described in deed to Triangle Melissa, LLC, recorded in Instrument No. 20200304000313490, Official Public Records, Collin County, Texas, and being more particularly described as follows;

BEGINNING at a 1/2" iron rod with a yellow plastic cap stamped "RPLS 5310" set for in the East line of a 30' Street and Access easement, recorded in Instrument No. 20160223000207330, Official Public Records, Collin County, Texas, and being in the North line of a tract of land described in deed to Anil Kumar Surabhi and Amulya Madhavareddy Gari, recorded in Instrument No. 20200504000643320, Official Public Records, Collin County, Texas;

Thence North 01°14'7" East, along said East line, a distance of 184.86' to a 1/2" iron rod with a yellow plastic cap stamped "RPLS 5310" set for corner;

Thence South 43°49'30" East, a distance of 6.80' to a 1/2" iron rod with a yellow plastic cap stamped "RPLS 5310" set for corner;

Thence South 89°17'17" East, a distance of 226.64' to a 1/2" iron rod with a yellow plastic cap stamped "RPLS 5310" set for corner;

Thence North 00°42'43" East, a distance of 210.99' to a 1/2" iron rod with a yellow plastic cap stamped "RPLS 5310" set for corner;

Thence North 45°24'00" East, a distance of 36.66' to a 1/2" iron rod with a yellow plastic cap stamped "RPLS 5310" set for corner;

Thence North 00°42'43" East, a distance 69.86' to a 1/2" iron rod with a yellow plastic cap stamped "RPLS 5310" set in the South line of a 10' Street and Access easement, recorded in Instrument No. 20160223000207330, Official Public Records, Collin County, Texas;

Thence South 89°17'17" East, along said South line, a distance of 406.77' to a 1/2" iron rod with a yellow plastic cap stamped "RPLS 5310" set at the Northwest corner of a tract of land described in deed to Anel Rodriguez and Zinnia Y Gonzalez-Gomez, recorded in Instrument No. 20200707001042860, Official Public Records, Collin County, Texas;

Thence South 01°37'09" West, a distance of 272.73' to a 1/2" iron rod with a yellow plastic cap stamped "RPLS 5310" set at the Southwest corner of said Rodriguez and Gonzalez-Gomez tract;

Thence South 89°17'17" East, a distance of 187.20' to a 1/2" iron rod with a yellow plastic cap stamped "RPLS 5310" set in the West line of a tract of land described in deed to Joe M. Joplin, recorded Instrument No. 96-0067484, Official Public Records, Collin County, Texas, at the Southeast corner of said Rodriguez and Gonzalez-Gomez tract;

Thence South 01°16'18" West, along said West line, a distance of 214.24' to a 1/2" iron rod with a yellow plastic cap stamped "RPLS 5310" set at the Northeast corner of said Surabhi and Gari tract;

Thence North 89°17'17" West, a distance of 846.44' to the PLACE OF BEGINNING and containing 288,669 square feet or 6.627 acres of land.

Collin County
Honorable Stacey Kemp
Collin County Clerk

Instrument Number: 2023000145021

eRecording - Real Property

HOMEOWNERS ASSOC DOCS

Recorded On: December 20, 2023 03:17 PM

Number of Pages: 18

" Examined and Charged as Follows: "

Total Recording: \$90.00

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

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

File Information:

Document Number: 2023000145021
Receipt Number: 20231220000595
Recorded Date/Time: December 20, 2023 03:17 PM
User: Abby H
Station: Station 7

Record and Return To:

CSC



STATE OF TEXAS
COUNTY OF COLLIN

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

Honorable Stacey Kemp
Collin County Clerk
Collin County, TX