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Denton County
Juli Luke
County Clerk

Document Number: 2016-32854
Recorded As : ERX-MISC GENERAL FEE

Recorded On: March 28, 2016
Recorded At: 08:39:02 am
Number of Pages: 33

Recording Fee: $154.00

Parties:

Direct- RIDGEPONTE ADDITION
Indirect-

Receipt Number: 1406259
Processed By: Terri Bair

************ 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.

THE STATE OF TEXAS}
COUNTY OF DENTON}

I hereby certify that this instrument was FILED in the File Number sequence on the date/time printed heron, and was duly RECORDED in the Official Records of Denton County, Texas.

Juli Luke

County Clerk

NOTICE OF FILING
OF
DEDICATORY INSTRUMENTS
FOR
RIDGEPOINTE ADDITION
[Legislative Policies; Assessment Collection Policy]

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

THIS NOTICE OF FILING OF DEDICATORY INSTRUMENTS FOR RIDGEPOINTE ADDITION (this "Notice") is made this 21 day of March, 2016, by Ridgepointe Homeowners Association, Inc. (the "Association").

WITNESSETH:

WHEREAS, Centex Real Estate Corporation ("Declarant") recorded an instrument entitled "Declaration of Covenants, Conditions, and Restrictions for Ridgepointe" on March 4, 2004, as Instrument No. 2004-27420 of the Real Property Records of Denton County, Texas, as amended and supplemented (the "Declaration"); and

WHEREAS, the Association is the property owners' association created by the Declarant to manage or regulate the planned development subject to the Declaration, which development is more particularly described in the Declaration; 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 development is located; and

WHEREAS, the Association desires to record the legislative policies and Assessment Collection Policy attached hereto as **Exhibit "A"** in the Real Property Records of Denton County, Texas, pursuant to and in accordance with Section 202.006 of the Texas Property Code.

NOW, THEREFORE, the dedicatory instruments attached hereto as **Exhibit "A"** are true and correct copies of the originals and are hereby filed of record in the Real Property Records of Denton 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 agent as of the date first above written.

RIDGEPOINTE HOMEOWNERS ASSOCIATION, INC., a Texas non-profit corporation

By: Angela Agens

Printed Name: Angela Agens

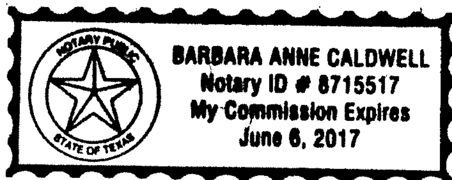
Title: Secretary

ACKNOWLEDGMENT

STATE OF TEXAS §
§
COUNTY OF DENTON §

BEFORE ME, the undersigned authority, on this day personally appeared Angela Agens, Secretary of Ridgepointe Homeowners Association, Inc., known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that (s)he executed the same for the purposes and consideration therein expressed on behalf of said corporation.

SUBSCRIBED AND SWORN TO BEFORE ME on this 21 day of March, 2016.



Barbara Anne Caldwell
Notary Public, State of Texas

June 6, 2017
My Commission Expires

P:\RWBWP\G Directory (Association Documents)\Notice.ded\RidgepointeHOA - notice.docx

Exhibit "A"

A-1 Document Inspection and Copying Policy

A-2 Alternative Payment Plan Policy

A-3 Email Registration Policy

A-4 Rainwater Collection Device Policy

A-5 Religious Item Display Policy

A-6 Solar Energy Device Policy

A-7 Xeriscaping Guidelines

A-8 Flag Display Policy

A-9 Standby Electric Generator Guidelines

A-10 Assessment Collection Policy

RIDGEPOINTE HOMEOWNERS ASSOCIATION, INC.

DOCUMENT INSPECTION AND COPYING POLICY

WHEREAS, pursuant to Section 209.005(i) of the Texas Property Code, the Board of Directors of Ridgepointe Homeowners Association, Inc. (the "Association") is required to adopt a records production and copying policy that prescribes the costs the Association will charge for the compilation, production and reproduction of the Association's books and records.

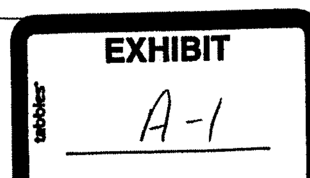
NOW, THEREFORE, IT IS RESOLVED, in order to comply with the procedures set forth by Chapter 209 of the Texas Residential Property Owners Protection Act, that the following procedures and practices are established for the compilation, production and reproduction of the Association's books and records, and the same are to be known as the "Document Inspection and Copying Policy" of the Association (hereinafter the "Policy").

1. Purpose. The purpose of this Policy is to establish orderly procedures for the levying of fees and to notify owners of the costs to be incurred associated with the compilation, production and reproduction of the Association's books and records in response to an owner's request to inspect the Association's records.

2. Records Defined. The Association's books and records available for inspection and copying by owners are those records designated by Section 209.005 of the Texas Property Code. Pursuant to Section 209.005(d) of the Texas Property Code, an attorney's files relating to the Association, excluding invoices, are not records of the Association, are not subject to inspection by owners, or production in a legal proceeding. Further, pursuant to Section 209.005(k), the Association is not required to release or allow inspection of any books and records relating to an employee of the Association, including personnel files, or any books and records that identify the violation history of an individual owner, an owner's financial information, including records of payment or nonpayment of amounts due the Association, an owner's contact information (other than the owner's address) absent the express written approval of the owner whose information is the subject of the request or a court order requiring disclosure of such information.

3. Individuals Authorized to Inspect Association's Records. Every owner of a lot in the Association is entitled to inspect and copy the Association's books and records in compliance with the procedures set forth in this Policy. An owner may submit a designation in writing, signed by the owner, specifying such other individuals who are authorized to inspect the Association's books and records as the owner's agent, attorney, or certified public accountant. The owner and/or the owner's designated representative are referred to herein as the "Requesting Party."

4. Requests for Inspection or Copying. The Requesting Party seeking to inspect or copy the Association's books and records must submit a written request via certified mail to the Association at the mailing address of the Association or its managing agent as reflected on the



Association's current management certificate. This address is subject to change upon notice to the owners, but the Association's current mailing address as of the adoption of this policy is:

Ridgepointe Homeowners Association, Inc.
c/o CMA, Inc.
1800 Preston Park Boulevard, Suite 101
Plano, Texas 75093-5198

The request must contain sufficient detail describing the requested Association's books and records, including pertinent dates, time periods or subjects sought to be inspected. The request must also specify whether the Requesting Party seeks to inspect the books and records before obtaining copies or to have the Association forward copies of the requested books and records to the Requesting Party.

5. Inspection Response. If the Requesting Party elects to inspect the Association's books and records, the Association shall notify the Requesting Party within ten (10) business days after receiving the Requesting Party's request of the dates during normal business hours that the Requesting Party may inspect the requested books and records (the "Inspection Notice").

If the Association is unable to produce the requested books and records by the 10th business day after the date the Association receives the request, the Association must provide written notice to the Requesting Party (the "Inspection Delay Letter") that (1) the Association is unable to produce the information by the 10th business day after the date the Association received the request, and (2) state a date by which the information will be either sent or available for inspection that is not later than fifteen (15) days after the date of the Inspection Delay Letter.

6. Inspection Procedure. Any inspection shall take place at a mutually-agreed upon time during normal business hours. All inspections shall take place at the office of the Association's management company or such other location as the Association designates. No Requesting Party or other individual shall remove original records from the location where the inspection is taking place, nor alter the records in any way. All individuals inspecting or requesting copies of records shall conduct themselves in a businesslike manner and shall not interfere with the operation of the Association's or management company's office or the operation of any other office where the inspection or copying is taking place.

At such inspection, the Requesting Party may identify such books and records for the Association to copy and forward to the Requesting Party. The Association may produce all requested books and records in hard copy, electronic, or other format reasonably available to the Association.

7. Costs Associated with Compilation, Production and Reproduction. The costs associated with compiling, producing and reproducing the Association's books and records in response to a request to inspect or copy documents shall be as follows:

(a) Copy charges.

(1) Standard paper copy. The charge for standard paper copies reproduced by means of an office machine copier or a computer printer is $0.10 per page or part of a page. Each side that contains recorded information is considered a page.

(2) Nonstandard copy. The charges in this subsection are to cover the materials onto which information is copied and do not reflect any additional charges, including labor, that may be associated with a particular request. The charges for nonstandard copies are:

(A) Diskette--$ 1.00;

(B) Magnetic tape--actual cost

(C) Data cartridge--actual cost;

(D) Tape cartridge--actual cost;

(E) Rewritable CD (CD-RW)--$ 1.00;

(F) Non-rewritable CD (CD-R)--$ 1.00;

(G) Digital video disc (DVD)--$ 3.00;

(H) JAZ drive--actual cost;

(I) Other electronic media--actual cost;

(J) VHS video cassette--$ 2.50;

(K) Audio cassette--$ 1.00;

(L) Oversize paper copy (e.g.: 11 inches by 17 inches, greenbar, bluebar, not including maps and photographs using specialty paper)--$0.50;

(M) Specialty paper (e.g.: Mylar, blueprint, blueline, map, photographic)--actual cost.

(b) Labor charge for locating, compiling, manipulating data, and reproducing information.

(1) The charge for labor costs incurred in processing a request for information is $15.00 an hour. The labor charge includes the actual time to locate, compile, manipulate data, and reproduce the requested information.

(2) When confidential information is mixed with non-confidential information in the same page, a labor charge may be recovered for time spent to redact, blackout, or otherwise obscure confidential information in order to release the information. A labor charge shall not be made for redacting confidential information for requests of fifty (50) or fewer pages.

(3) If the charge for providing a copy of information includes costs of labor, the Requesting Party may require that the Association provide a written statement as to the amount of time that was required to produce

and provide the copy, signed by an officer of the Association. A charge may not be imposed for providing the written statement to the requestor.

(c) Overhead charge.

(1) Whenever any labor charge is applicable to a request, the Association may include in the charges direct and indirect costs, in addition to the specific labor charge. This overhead charge would cover such costs as depreciation of capital assets, rent, maintenance and repair, utilities, and administrative overhead. If the Association chooses to recover such costs, a charge shall be made in accordance with the methodology described in paragraph (3) of this subsection. Although an exact calculation of costs will vary, the use of a standard charge will avoid complication in calculating such costs and will provide uniformity for charges.

(2) An overhead charge shall not be made for requests for copies of fifty (50) or fewer pages of standard paper records.

(3) The overhead charge shall be computed at twenty percent (20%) of the charge made to cover any labor costs associated with a particular request (example: if one hour of labor is used for a particular request, the formula would be as follows: Labor charge for locating, compiling, and reproducing, $15.00 x .20 = $ 3.00).

(d) Postal and shipping charges. The Association may add any related postal or shipping expenses which are necessary to transmit the reproduced information to the Requesting Party.

8. Payment. Upon receipt of a request to inspect and/or copy documents, the Association may require the Requesting Party to pay the estimated costs associated with production and copying in advance. If the estimated cost of compilation, production and reproduction is different from the actual cost, the Association shall submit a final invoice to the owner on or before the 30th business day after the Association has produced and/or delivered the requested information. If the actual cost is greater than the estimated amount, the owner must pay the difference to the Association within thirty (30) business days after the date the invoice is sent to the owner, or the Association will add such additional charges as an assessment against the owner's property in the Association. If the actual cost is less than the estimated amount, the Association shall issue a refund to the owner within thirty (30) business days after the date the invoice is sent to the owner.

9. Definitions. The definitions contained in the governing documents are hereby incorporated herein by reference.

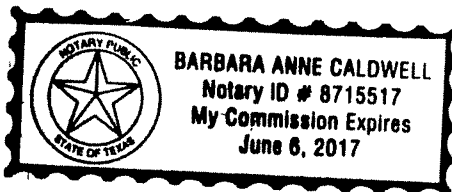
IT IS FURTHER RESOLVED that this Document Inspection and Copying Policy is effective as of March 21, 2016, to remain in force and effect until revoked, modified or amended.

This is to certify that the foregoing resolution was adopted by the Board of Directors at a meeting of same on March 21, 2016, and has not been modified, rescinded or revoked.

DATE: 3/21/16

Angela Agens
Secretary

F/2015LegislativePolicies/Ridgepointe/DocumentInspection



Barbara Anne Caldwell
3/21/16

RIDGEPOINTE HOMEOWNERS ASSOCIATION, INC.

ALTERNATIVE PAYMENT PLAN POLICY

WHEREAS, pursuant to Section 209.0062 of the Texas Property Code, the Board of Directors of Ridgepointe Homeowners Association, Inc. (the "Association") is required to adopt reasonable guidelines regarding an alternate payment schedule in which an owner may make partial payments to the Association for delinquent regular or special assessments or any other amount owed to the Association.

NOW, THEREFORE, IT IS RESOLVED, in order to comply with the procedures set forth by Chapter 209 of the Texas Residential Property Owners Protection Act, that the following guidelines and procedures are established for the establishment of an alternate payment schedule, and the same are to be known as the "Alternate Payment Plan Policy" of the Association (hereinafter the "Policy").

1. Purpose. The purpose of this Policy is to assist Owners in remedying delinquencies and remaining current on the payment of amounts owed to the Association by establishing orderly procedures by which Owners may make partial payments to the Association for amounts owed without accruing additional penalties.

2. Eligibility. To be eligible for a payment plan pursuant to the Association's alternate payment plan schedule, an Owner must meet the following criteria:

a) The Owner must currently be delinquent in the payment of regular assessments, special assessments, or any other amounts owed to the Association;

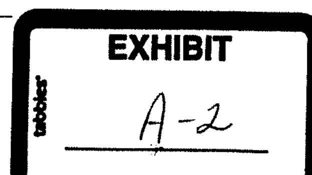
b) The Owner must not have defaulted on a prior payment plan within two years of the new payment plan;

c) The 30-day time period set forth in the initial letter which informs the owner of the availability of a payment plan has not yet expired;

d) The Owner has not entered into a payment plan with the Association within the previous 12 months; and

e) The Owner submits a signed payment plan as defined below, along with the Owner's initial payment to the address designated by the Association for correspondence.

3. Payment Plan Schedule/Guidelines. The Association hereby adopts the following alternate payment guidelines and makes the following payment plan schedule available to owners in order to make partial payments for delinquent amounts owed:



a) Requirements of Payment Plan Request. Within 30 days of the date of the initial letter which informs the owner of the availability of a payment plan, an owner must submit a signed acceptance of the payment plan schedule described below to the Association.

b) Term. The term of the payment plan or schedule is six (6) months and the Owner must make an initial payment of at least ten percent (10%) of the total amount owed and remaining payments in equal monthly installments.

c) Date of Partial Payments under Plan. The Owner must submit the first monthly installment payment under the plan contemporaneously with submission of the Owner's payment plan agreement which must be signed by the Owner. The Owner must make all additional monthly installments under the payment plan so that the payments are received by the Association no later than the first (1st) day of each month unless otherwise specified in the payment plan agreement. The Owner may pay off, in full, the balance under the payment plan at any time. All payments must be received by the Association at the Association's designated mailing address or lock box for all payments. Payments shall be made in the manner specified in the payment plan agreement, and may include auto draft electronic bill payment, by check or certified funds, or by credit card (to the extent the Association is set up to receive payment by credit card).

d) Correspondence. Any correspondence to the Association regarding the amount owed, the payment plan, or such similar correspondence must be sent to the address designated by the Association for correspondence. Such correspondence shall not be included with an Owner's payment.

e) Amounts Coming Due During Plan. Owners are responsible for remaining current on all assessments and other charges coming due during the duration of the Owner's payment plan and must, therefore, timely submit payment to the Association for any amounts coming due during the duration of the Owner's payment plan.

f) Additional Charges. An Owner's balance owed to the Association shall not accrue late fees or other monetary penalties (except interest) while such Owner is in compliance with a payment plan under the Association's alternate payment plan schedule. Owners in a payment plan are responsible for reasonable costs associated with administering the plan, and for interest on the unpaid balance, calculated at the highest rate allowed by the governing documents or by law. The costs of administering the plan and interest shall be included in calculating the total amount owed under the payment plan and will be included in the payment obligation. The costs of administering the payment plan may include a reasonable charge for preparation and creation of the plan, as well as a monthly monitoring fee of no less than $5.00 per month.

g) Other Payment Arrangements. At the discretion of the Board of Directors, and only for good cause demonstrated by an owner, the Association may accept payment arrangements offered by owners which are different from the above-cited guidelines, provided that the term of payments is no less than three (3) months. The Association's acceptance of payment arrangements that are different from the approved payment plan schedule/guidelines hereunder shall not be construed as a waiver of these guidelines nor authorize an owner to be granted a payment plan which differs from the one herein provided.

4. Default. If an Owner fails to timely submit payment in full of any installment payment (which installment payment must include the principal owed, the administration fees assessed to the plan and interest charges), or fails to timely pay any amount coming due during the duration of the plan, the Owner will be in default. If an Owner defaults under a payment plan, the Association may proceed with collection activity without further notice. If the Association elects to provide a notice of default, the Owner will be responsible for all fees and costs associated with the drafting and sending of such notice. In addition, the Owner is hereby on notice that he/she will be responsible for any and all costs, including attorney's fees, of any additional collection action which the Association pursues.

5. Board Discretion. Any Owner who is not eligible for a payment plan under the Association's alternate payment plan schedule may submit a written request to the Board for the Association to grant the Owner an alternate payment plan. Any such request must be directed to the person or entity currently handling the collection of the Owner's debt (i.e. the Association's management company or the Association's attorney). The decision to grant or deny an alternate payment plan, and the terms and conditions for any such plan, will be at the sole discretion of the Association's Board of Directors.

6. Definitions. The definitions contained in the Declaration of Covenants, Conditions and Restrictions for Ridgepointe and the By-Laws of Ridgepointe Homeowners Association, Inc. are hereby incorporated herein by reference.

7. Severability and Legal Interpretation. In the event that any provision herein shall be determined by a court with jurisdiction to be invalid or unenforceable in any respect, such determination shall not affect the validity or enforceability of any other provision, and this Policy shall be enforced as if such provision did not exist. Furthermore, the purpose of this policy is to satisfy the legal requirements of Section 209.0062 of the Texas Property Code. In the event that any provision of this Policy is deemed by a court with jurisdiction to be ambiguous or in contradiction with any law, this Policy and any such provision shall be interpreted in a manner that complies with an interpretation that is consistent with the law.

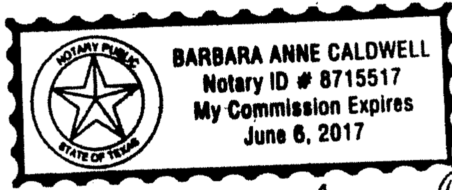
IT IS FURTHER RESOLVED that this Alternate Payment Plan Policy is effective on March 21, 2016, to remain in force and effect until revoked, modified or amended.

This is to certify that the foregoing resolution was adopted by the Board of Directors at a meeting of same on March 21, 2016, and has not been modified, rescinded or revoked.

DATE: 3/21/16

Angela Agens
Secretary

F/2015LegislativePolicies/Ridgepointe/PaymentPlan



Barbara Anne Caldwell
3/21/16

RIDGEPOINTE HOMEOWNERS ASSOCIATION, INC.

EMAIL REGISTRATION POLICY

WHEREAS, pursuant to Section 209.0051(e) of the Texas Property Code, the Board of Directors of Ridgepointe Homeowners Association, Inc. (the "Association") is permitted to send notice of Board meetings to the members via e-mail to each owner who has registered an e-mail address with the Association; and

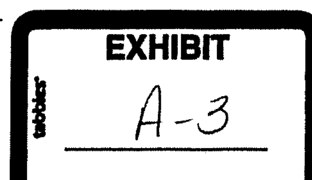
WHEREAS, pursuant to Section 209.0051(f) of the Texas Property Code, it is an owner's duty to keep an updated e-mail address registered with the Association.

NOW, THEREFORE, IT IS RESOLVED, in order to comply with the procedures set forth by Chapter 209 of the Texas Residential Property Owners Protection Act, the following procedures and practices are established for the registration of e-mail addresses with the Association, and the same are to be known as the "Email Registration Policy" of the Association.

1. Purpose. The purpose of this Email Registration Policy is to ensure that each owner receives proper notice of regular and special Board meetings of the Association pursuant to Section 209.0051(e) of the Texas Property Code. This Email Registration Policy is also intended to provide the Association with a method to verify the identity of owners who cast electronic ballots in elections via e-mail or posting on an Internet website.

2. Registration. Each owner must register an e-mail address with the Association, and must keep his or her registered e-mail address up-to-date and accurate. An owner may register his or her e-mail address by submitting a request to register or change his or her e-mail address to the Association's property manager via e-mail, mail, or facsimile. Alternatively, the Association may allow an owner to register his or her e-mail address through a form on the Association's website. if any. The Association shall have up to seven (7) business days from submission of an e-mail address to update its records. To be effective, the initial registration or any update thereto must state that it is for the express purpose of registering or updating the owner's e-mail address. The mere delivery of an e-mail or other correspondence to the Association, or a director, officer, agent or attorney thereof, is not is not sufficient to register or update an email address with the Association. Notwithstanding the foregoing, the Association may correspond to an owner at any e-mail address which the owner has provided to the Association unless the owner has specifically instructed the Association not to communicate with the owner at such e-mail address.

3. Failure to Register. In the event an owner fails to register an accurate e-mail address with the Association, the owner may not receive e-mail notification of regular and special Board meetings. Also, the Association may not be able to verify the owner's identity for purposes of electronic voting. If an owner fails to register an e-mail address with the Association or submits an electronic ballot from an e-mail address other than the e-mail address registered with the Association, such owner's electronic ballot may not be counted. The Association may demand that an owner provide an e-mail address to the Association but the Association has no obligation to actively seek out a current e-mail address for an owner. In addition, the



Association has no obligation to investigate or obtain an updated e-mail address for owners whose current registered e-mail address is returning an e-mail delivery failure message/ undeliverable message.

4. Definitions. The definitions contained in the Association's dedicatory instruments are hereby incorporated herein by reference.

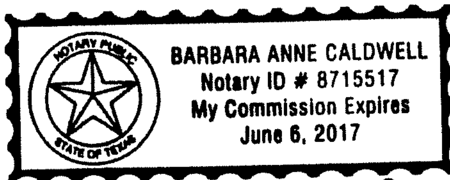
IT IS FURTHER RESOLVED that this Email Registration Policy is effective upon adoption hereof, to remain in force and effect until revoked, modified or amended.

This is to certify that the foregoing resolution was adopted by the Board of Directors at a meeting of same on 3/21/16, 2016, and has not been modified, rescinded or revoked.

DATE: 3/21/16

Angela Agens
Secretary

F/2015LegislativePolicies\Ridgepointe\EmailRegistration



Barbara Anne Caldwell
3/21/16

RIDGEPOINTE HOMEOWNERS ASSOCIATION, INC.

RAINWATER COLLECTION DEVICE POLICY

WHEREAS, the Texas Legislature passed House Bill 3391 which amends Section 202.007(d) of the Texas Property Code which precludes associations from adopting or enforcing certain prohibitions or restrictions on rain barrels and rainwater harvesting systems; and

WHEREAS, pursuant to Section 202.007(d) of the Texas Property Code, the Board of Directors of the Ridgepointe Homeowners Association, Inc. (the "Association") is permitted to adopt specific limitations on rain barrels and rainwater harvesting systems.

NOW, THEREFORE, IT IS RESOLVED, in order to comply with Section 202.007(d) of the Texas Property Code, the Board of Directors of Association adopts the following guidelines for rain barrels and rainwater harvesting systems.

A. An owner may not install a rain barrel or rainwater harvesting system if:

1. such device is to be installed in or on property:

   (a) owned by the Association;

   (b) owned in common by the members of the Association; or

   (c) located between the front of the owner's home and an adjoining or adjacent street; or

2. the barrel or system:

   (a) is of a color other than a color consistent with the color scheme of the owner's home; or

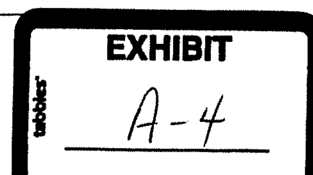
   (b) displays any language or other content that is not typically displayed by such a barrel or system as it is manufactured.

B. The Association may regulate the size, type, and shielding of, and the materials used in the construction of, a rain barrel, rainwater harvesting device, or other appurtenance that is located on the side of a house or at any other location that is visible from a street, another lot, or a common area if:

1. the restriction does not prohibit the economic installation of the device or appurtenance on the owner's property; and

2. there is a reasonably sufficient area on the owner's property in which to install the device or appurtenance.

C. In order to enforce these regulations, an owner must receive written approval from the Board or the architectural control or review committee (if one exists) prior to installing any rain barrel or rainwater harvesting system. Accordingly, prior to installation, an owner must submit plans and specifications to and receive the written approval of the Board or architectural control/review committee. The plans and specifications must show



the proposed location, color, material, shielding devices, size and type of such system or device (and all parts thereof). The plans should also identify whether the device or any part thereof will be visible from any street, other lot or common area.

D. The definitions contained in the Association's dedicatory instruments are hereby incorporated herein by reference.

E. In the event of any conflict between the new law cited above and any restrictions contained in any governing document of the Association, including design guidelines, policies and the Declaration, the new law and this Rainwater Collection Device Policy control.

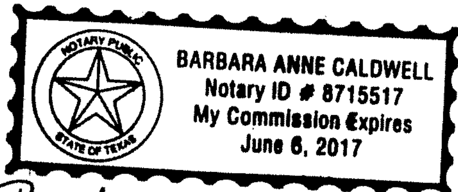
IT IS FURTHER RESOLVED that this Rainwater Collection Device Policy is effective upon adoption hereof, to remain in force and effect until revoked, modified or amended.

This is to certify that the foregoing resolution was adopted by the Board of Directors at a meeting of same on 3/21/16, 2016, and has not been modified, rescinded or revoked.

DATE: 3/21/16

Angela Agens
Secretary

F/2011LegislativePolicies/Ridgepoint/Rainwater



Barbara Anne Caldwell
3/21/16

RIDGEPOINTE HOMEOWNERS ASSOCIATION, INC.

RELIGIOUS ITEM DISPLAY POLICY

WHEREAS, the Texas Legislature passed House Bill 1278 which amends Chapter 202 of the Texas Property Code by adding Section 202.018 which precludes associations from adopting or enforcing a restrictive covenant which governs an owner's or resident's right to display or affix on the entry to the owner's or resident's dwelling one or more religious items the display of which is motivated by the owner's or resident's sincere religious belief; and

WHEREAS, pursuant to Section 202.018(b) of the Texas Property Code, the Board of Directors of Ridgepointe Homeowners Association, Inc. (the "Association") is permitted to adopt certain limitations on the display of religious items.

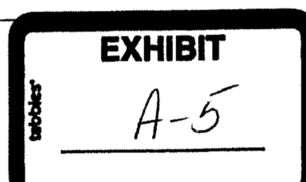
NOW, THEREFORE, IT IS RESOLVED, in order to comply with Section 202.018 of the Texas Property Code, the Board of Directors of Association adopts the following guidelines to govern the display of religious symbols.

A. An owner or resident may not display or affix a religious item on the entry to the owner or resident's dwelling which:

    1. threatens the public health or safety;
    2. violates a law;
    3. contains language, graphics, or any display that is patently offensive to a passerby;
    4. is in a location other than the entry door or door frame or extends past the outer edge of the door frame of the owner's or resident's dwelling; or
    5. individually or in combination with each other religious item displayed or affixed on the entry door or door frame has a total size of greater than 25 square inches;

B. The definitions contained in the Association's dedicatory instruments are hereby incorporated herein by reference.

C. In the event of any conflict between Section 202.018(b) of the Texas Property Code and any restrictions contained in any governing document of the Association, including design guidelines, policies and the Declaration, Section 202.018(b) and this Religious Item Display Policy controls.



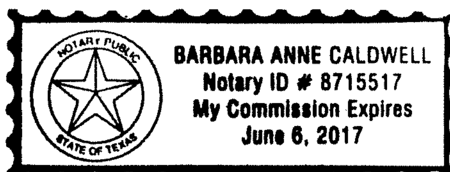
IT IS FURTHER RESOLVED that this Religious Item Display Policy is effective upon adoption hereof, to remain in force and effect until revoked, modified or amended.

This is to certify that the foregoing resolution was adopted by the Board of Directors at a meeting of same on 3/21/16, 2016, and has not been modified, rescinded or revoked.

DATE: 3/21/16

Angela Agens
Secretary

F/2011LegislativePolicies/Ridgepointe/ReligiousItem



Barbara Anne Caldwell
3/21/16

RIDGEPOINTE HOMEOWNERS ASSOCIATION, INC.

SOLAR ENERGY DEVICE POLICY

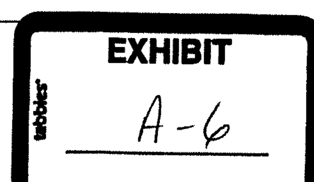
WHEREAS, the Texas Legislature passed House Bill 362 which amends Chapter 202 of the Texas Property Code by adding Section 202.010 which precludes associations from adopting or enforcing a complete prohibition on solar energy devices; and

WHEREAS, pursuant to Section 202.010 of the Texas Property Code, the Board of Directors of Ridgepointe Homeowners Association, Inc. (the "Association") is permitted to adopt certain limitations on solar energy devices.

NOW, THEREFORE, IT IS RESOLVED, in order to comply with Section 202.010 of the Texas Property Code, the Board of Directors hereby repeals any and all prior restrictions on solar energy devices contained in any governing document of the Association which are inconsistent with the new law, and adopts the following guidelines to govern solar energy devices.

A. An owner may not install a solar energy device that:

1. as adjudicated by a court:
    a. threatens the public health or safety; or
    b. violates a law;
2. is located on property owned or maintained by the Association;
3. is located on property owned in common by the members of the Association;
4. is located in an area on the owner's property other than:
    a. on the roof of the home or of another structure allowed under a dedicatory instrument; or
    b. in a fenced yard or patio owned and maintained by the owner;
5. if mounted on the roof of the home:
    a. extends higher than or beyond the roofline;
    b. is located in an area other than an area designated by the Association, unless the alternate location increases the estimated annual energy production of the device, as determined by using a publicly available modeling tool provided by the National Renewable Energy Laboratory, by more than ten percent (10%) above the energy production of the device if located in an area designated by the Association;
    c. does not conform to the slope of the roof and has a top edge that is not parallel to the roofline; or



d. has a frame, a support bracket, or visible piping or wiring that is not in a silver, bronze, or black tone commonly available in the marketplace;

6. if located in a fenced yard or patio, is taller than the fence line;

7. as installed, voids material warranties; or

8. was installed without prior approval by the Association or by a committee created in a dedicatory instrument for such purposes that provides decisions within a reasonable period or within a period specified in the dedicatory instrument.

B. The definitions contained in the Association's dedicatory instruments are hereby incorporated herein by reference.

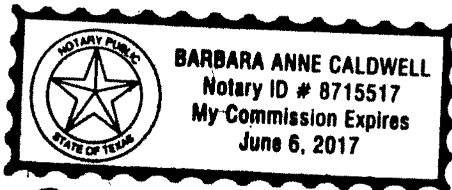
IT IS FURTHER RESOLVED that this Solar Energy Device Policy is effective upon adoption hereof, to remain in force and effect until revoked, modified or amended.

This is to certify that the foregoing resolution was adopted by the Board of Directors at a meeting of same on 3/21/16, 2016, and has not been modified, rescinded or revoked.

DATE: 3/21/2016

Angela Agers
Secretary

F/2011LegislativePolicies/Ridgepointe/SolarEnergy



Barbara Anne Caldwell
3/21/16

RIDGEPOINTE HOMEOWNERS ASSOCIATION, INC.

XERISCAPING GUIDELINES

WHEREAS, Section 202.007(a) of the Texas Property Code precludes associations from adopting or enforcing certain prohibitions or restrictions on using drought-resistant landscaping or water-conserving natural turf; and

WHEREAS, pursuant to Section 202.007(d) of the Texas Property Code, the Board of Directors of Ridgepointe Homeowners Association, Inc. (the "Association") is permitted to adopt specific limitations and requirements relating to landscaping and xeriscaping.

NOW, THEREFORE, IT IS RESOLVED, in order to comply with Section 202.007 of the Texas Property Code, the Board of Directors of the Association adopts the following guidelines for landscaping and xeriscaping.

A. Owners must receive written approval from the Board or the architectural committee (if one exists) prior to planting any drought-resistant landscaping or water-conserving natural turf. Accordingly, prior to such modification, an owner must submit plans and specifications to and receive the written approval of the Board or architectural committee, if one exists. The plans and specifications must show the proposed location and plant material to be installed.

    1. The Association will not unreasonably deny or withhold approval of such modification.

    2. In reviewing the plans, the Association may consider the harmony of the modification in light of the appearance of other property in the community, but will not unreasonably determine that the proposed installation is aesthetically incompatible with other landscaping in the community.

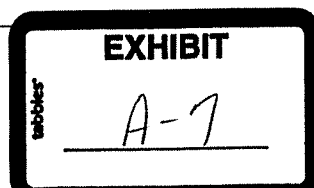
B. Owners may install drought-resistant landscaping and water-conserving natural turf. However, any artificial grass or other synthetic landscaping material is prohibited (i.e. "AstroTurf").

C. An owner may not install gravel, rocks or cacti on any portion of the owner's Lot which is visible from any public space, Common Area or any adjoining Lot without prior approval of the Board or the Association's architectural committee, if one exists.

D. The Association may restrict the type of turf used by an owner in the planting of new turf to encourage or require water-conserving turf.

E. The installation of drought-resistant landscaping or water-conserving natural turf does not relieve the Owner of the yard and landscaping maintenance restrictions contained in the Association's governing documents, including the Declaration and any rules or regulations adopted by the Board.

F. The definitions contained in the Association's dedicatory instruments are hereby incorporated herein by reference.



G. In the event of any conflict between the new law cited above and any restrictions contained in any governing document of the Association, including design guidelines, policies and the Declaration, the new law and these Xeriscaping Guidelines control.

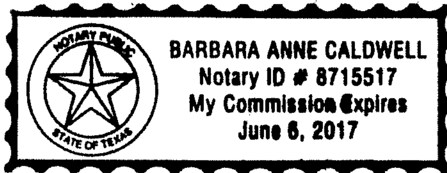
IT IS FURTHER RESOLVED that these Xeriscaping Guidelines is effective upon adoption hereof, to remain in force and effect until revoked, modified or amended.

This is to certify that the foregoing resolution was adopted by the Board of Directors at a meeting of same on 3/21/16, 2016, and has not been modified, rescinded or revoked.

DATE: 3/21/16

Secretary

F/2011LegislativePolicies/Ridgepointe/Xeriscaping



Barbara Anne Caldwell
3/21/16

RIDGEPOINTE HOMEOWNERS ASSOCIATION, INC.

FLAG DISPLAY POLICY

WHEREAS, the Texas Legislature passed House Bill 2779 which amends Chapter 202 of the Texas Property Code by adding Section 202.011 which precludes associations from adopting or enforcing a prohibition or restriction on certain flag displays; and

WHEREAS, pursuant to Section 202.011 of the Texas Property Code, the Board of Directors of Ridgepointe Homeowners Association, Inc. (the "Association") is permitted to adopt specific limitations on certain flag displays.

NOW, THEREFORE, IT IS RESOLVED, in order to comply with Section 202.011 of the Texas Property Code, the Board of Directors of Association adopts the following guidelines for flag displays.

A. An owner or resident may display:

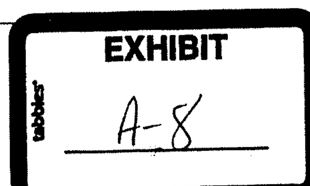
   1. the flag of the United States of America;
   2. the flag of the State of Texas; or
   3. an official or replica flag of any branch of the United States armed forces.

B. An owner may only display a flag in A. above if such display meets the following criteria:

   1. a flag of the United States must be displayed in accordance with 4 U.S. C. Sections 5-10;
   2. a flag of the State of Texas must be displayed in accordance with Chapter 3100 of the Texas Government Code;
   3. a flagpole attached to a dwelling or a freestanding flagpole must be constructed of permanent, long-lasting materials, with a finish appropriate to the materials used in the construction of the flagpole and harmonious with the dwelling;
   4. the display of a flag or the location and construction of the supporting flagpole must comply with applicable zoning ordinances, easements and setbacks of record;
   5. a displayed flag and the flagpole on which it is flown must be maintained in good condition and any deteriorated flag or deteriorated or structurally unsafe flagpole must be repaired, replaced or removed;

C. The Association hereby adopts the following additional restrictions on the display of flags on an owner's lot:

   1. an owner may not install a flagpole which is greater than twenty feet (20') in height;
   2. an owner may not install more than one flagpole on the owner's property;



3. any flag displayed must not be greater than 3' x 5' in size;

4. an owner may not install lights to illuminate a displayed flag which, due to their size, location or intensity, constitute a nuisance;

5. an owner may not locate a displayed flag or flagpole on property that is:

   (a) owned or maintained by the Association; or

   (b) owned in common by the members of the Association.

D. Prior to erecting or installing a flag and/or flag pole, an owner must first submit plans and specifications to and receive the written approval of the Board or architectural control/review committee. The plans and specifications must show the proposed location, material, size and type of such flag and flagpole (and all parts thereof, including any lights to illuminate a displayed flag).

E. The definitions contained in the Association's dedicatory instruments are hereby incorporated herein by reference.

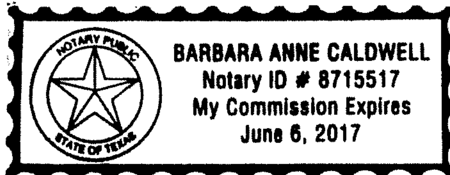
IT IS FURTHER RESOLVED that this Flag Display Policy is effective upon adoption hereof, to remain in force and effect until revoked, modified or amended.

This is to certify that the foregoing resolution was adopted by the Board of Directors at a meeting of same on 3/21/16, 2016, and has not been modified, rescinded or revoked.

DATE: 3/21/16

Angela Agens
Secretary

F/2011LegislativePolicies\Ridgepointe\FlagDisplay



Barbara Anne Caldwell
3/21/16

RIDGEPOINTE HOMEOWNERS ASSOCIATION, INC.

STANDBY ELECTRIC GENERATOR GUIDELINES

WHEREAS, the Texas Legislature passed House Bill 939 which amends Chapter 202 of the Texas Property Code by adding Section 202.019 which precludes associations from adopting or enforcing a complete prohibition on permanently installed standby electric generators; and

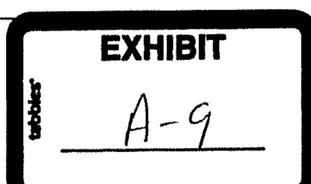
WHEREAS, pursuant to Section 202.019 of the Texas Property Code, the Board of Directors of Ridgepointe Homeowners Association, Inc. (the "Association") is permitted to adopt and enforce certain limitations to regulate the operation and installation of standby electric generators.

NOW, THEREFORE, IT IS RESOLVED, in order to comply with Section 202.012 of the Texas Property Code, the Board of Directors hereby repeals any and all prior restrictions on standby electric generators contained in any governing document of the Association which are inconsistent with the new law, and adopts the following guidelines to govern standby electric generators.

A. All installations of standby electric generators must be approved prior to installation by the Association's Architectural Control Committee. If the proposed installation meets or exceeds the requirements in Section B below, such installation will be approved.

B. An owner may only install a standby electric generator if such installation and device complies with the following requirements:

1. All standby electric generators must be installed and maintained in compliance with both:
    a. the manufacturer's specifications; and
    b. applicable governmental health, safety, electrical and building codes;
2. All electrical, plumbing and fuel line connections must be installed by licensed contractors;
3. All electrical connections must be installed in accordance with applicable governmental health, safety, electrical and building codes;
4. All natural gas, diesel fuel, biodiesel fuel or hydrogen fuel line connections must be installed in accordance with applicable governmental health, safety, electrical and building codes;
5. All liquefied petroleum gas fuel line connections must be installed in accordance with rules and standards promulgated and adopted by the Railroad Commission of Texas and other applicable governmental health, safety, electrical and building codes;



6. Nonintegral standby electric generator fuel tanks must be installed and maintained to comply with applicable municipal zoning ordinances and governmental health, safety, electrical and building codes;

7. The standby electric generator and its electrical lines and fuel lines must be maintained in good condition;

8. Owners must timely repair, replace or remove any deteriorated or unsafe component of a standby electric generator, including electrical or fuel lines;

9. A standby electric generator must be screened from view if the generator is:

    a. visible from the street faced by the dwelling;

    b. located in an unfenced side or rear yard of a residence and is visible either from an adjoining residence or from adjoining property owned by the Association; or

    c. located in a side or rear yard fenced by a wrought iron or residential aluminum fence and is visible through the fence either from an adjoining residence or from adjoining property owned by the Association;

10. All standby electric generators must be installed in the side or rear yard of a residence and may not be installed in the front yard of a residence or closer to the street than the corner of the residence located nearest the standby electric generator, unless such location will:

    a. increase the cost of installing the standby electric generator by more than ten (10%); or

    b. increase the cost of installing and connecting the electrical and fuel lines for the standby electric generator by more than twenty percent (20%);

11. Standby electric generators may not be installed on property that is:

    a. owned or maintained by the Association; or

    b. owned in common by the Association's members.

C. Periodic testing of standby electric generators may be performed between the hours of 8:00 a.m. and 6:00 p.m., or at such other time as may be approved by the Board of Directors in accordance with the manufacturer's recommendations.

D. Standby electric generators may not generate all or substantially all of the electrical power to a residence, except when utility-generated electrical power to the residence is not available or is intermittent due to causes other than nonpayment for utility services to the residence.

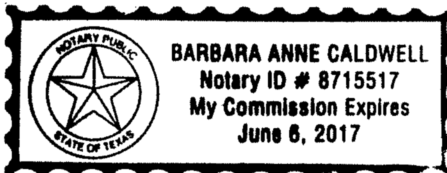
E. The definitions contained in the Association's dedicatory instruments are hereby incorporated herein by reference.

IT IS FURTHER RESOLVED that these Standby Electric Generator Guidelines are effective upon adoption and recordation hereof, to remain in force and effect until revoked, modified or amended.

This is to certify that the foregoing resolution was adopted by the Board of Directors at a meeting of same on 3/21/16, 2016, and has not been modified, rescinded or revoked.

DATE: 3/21/16

Angela Agens
Secretary



Barbara Anne Caldwell
3/21/16

RIDGEPOINTE HOMEOWNERS ASSOCIATION, INC.

ASSESSMENT COLLECTION POLICY

WHEREAS, Ridgepointe Homeowners Association, Inc. (the "Association") has authority pursuant to Article II of the Declaration of Covenants, Conditions, and Restrictions for Ridgepointe (the "Declaration") to levy assessments against Owners of Lots located within Ridgepointe, a planned community located in Denton County, Texas (the "Property"); and

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

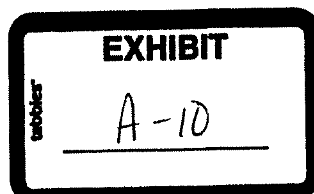
NOW, THEREFORE, IT IS RESOLVED that the following procedures and practices are established for the collection of assessments owing and to become owing by Owners in the Development and the same are to be known as the "Assessment Collection Policy" (the "Policy") for the Association:

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

2. Delegation to Management. To facilitate cost-effective and timely collection of all amounts owed by owners, including but not limited to assessments, dues, charges and/or related costs, the Association may delegate to management those duties determined by the Board in its sole discretion to be necessary to assist collection efforts.

3. Ownership Interests. As used herein, the term "Delinquent Owner" refers to that person who held title to a Lot on the date an assessment became due. As used herein, the term "Current Owner" refers to that person who then holds title to a Lot. Unless expressly denoted otherwise, the "Owner" of a Lot refers to the Delinquent Owner or the Current Owner or both, as may be appropriate under the circumstances in question.

4. Due Dates. Pursuant to Article II, Section 3 of the Declaration, annual assessments will be paid in semi-annual installments. Currently, the annual assessments are due annually on January 1 and July 1 of each year. The due date for a special assessment is the date stated in the notice of assessment or, if no date is stated, within ten (10) days after the notice of the assessment is given. The due date for any assessment shall be collectively referred to in this Policy as the "Due Date". Any assessment which is not paid in full within ten (10) days of the



Due Date is delinquent (the "Delinquency Date") and shall be assessed handling costs as well as interest or late fees as provided in Paragraphs 7, 8 and 9 below.

5. Written Notice of Delinquency. The Association and/or its managing agent may send various notification letters to a Delinquent Owner regarding a delinquency. Prior to sending a delinquent account to the Association's legal counsel for collection, the Association will send written notice of the delinquency to the Owner via certified mail, return receipt requested (the "Delinquency Notice"). The Delinquency Notice shall include the following information: (i) a statement of the total amount owed and a specification of each delinquent amount; (ii) a description of the options the Owner has to avoid having the account turned over to the Association's legal counsel, including the availability of a payment plan; and (iii) a statement that the Owner has a period of at least thirty (30) days to cure the delinquency before further collection action is taken.

6. Payment Plans. Section 209.0062 of the Texas Property Code requires that the Association adopt reasonable guidelines to establish an alternative payment schedule by which an owner may make partial payments for delinquent amounts owed to the Association in certain circumstances. The Board has adopted and recorded an "Alternative Payment Plan Policy" (the "Guidelines") which govern payment plans and the Association will follow the policies and procedures contained therein.

7. Late Charges. In the event any assessment, or any portion thereof, is not paid in full on or before the Delinquency Date, late charges shall be assessed against the Owner and his or her Lot in the minimum amount of $15.00. The Board may, from time to time, without the necessity of seeking Owner approval, change the amount of the late charge. Such late charge, as and when levied, will become part of the assessment upon which it has been levied and, as such, will be subject to recovery in the manner provided herein for assessments. The Board may, in its sole discretion, waive the collection of any late charge; provided, however, that the waiver of any late charge shall not constitute a waiver of the Board's right to collect any future assessments or late charges.

8. Interest. In the event any assessment, or any portion thereof, is not paid in full by the Delinquency Date, interest on the principal amount due may be assessed against the Owner at the rate of eighteen percent (18%) per annum and shall accrue from the Delinquency Date until paid. Such interest, as and when it accrues hereunder, will become part of the assessment upon which it has accrued and, as such, will be subject to recovery in the manner provided herein for assessments.

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

a. Any handling charges, administrative fees, collection costs, postage or other expenses incurred by the Association or its managing agent in connection with the

collection of any assessment or related amount owing beyond the Delinquency Date for such assessment will become due and owing by the Delinquent Owner.

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

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

10. Ownership Records. All collection notices and communications will be directed to those persons shown by the records of the Association as being the Owner of a Lot for which assessments are due and will be sent to the most recent address of such Owner solely as reflected by the records of the Association. Any notice or communication directed to a person at an address, in both cases reflected by the records of the Association as being the Owner and address for a given Lot, will be valid and effective for all purposes pursuant to the Declaration and this Policy until such time as there is actual receipt by the Association of written notification from the Owner of any change in the identity or status of such Owner or its address or both.

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

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

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

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

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

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

i. Expedited Foreclosure Pursuant to Rules 735 & 736 of the Texas Rules of Civil Procedure. The Board may decide to foreclose its lien by exercising its power of sale granted by the Declaration. In such event, counsel may commence an expedited foreclosure lawsuit under Rules 735 and 736 of the Texas Rules of Civil Procedure ("Expedited Foreclosure"). Upon receipt from the Court of an order authorizing foreclosure of the Lot, counsel may post the Lot for foreclosure at an upcoming foreclosure sale. The Association shall have the power to bid on the Owner's Lot and improvements at foreclosure and to acquire, hold, lease, mortgage, convey or otherwise deal with the same. The Association may institute a personal judgment suit against the former Owner for any deficiency resulting from the Association's foreclosure of its assessment lien.

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

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

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

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

g. Remedies Not Exclusive. All rights and remedies provided in this Policy and hereinabove are cumulative and not exclusive of any other rights or remedies that may be

available to the Association, whether provided by law, equity, the Association's governing documents or otherwise.

13. Lock Boxes. The Association may establish a lock box for the receipt of assessment payments. Payments made to the lock box are deposited in the Association's bank account without regard to communications or other notices enclosed with or stated on the payment. Any notice or communication (including, without limitation, a dispute of the debt) enclosed with or stated on the payment to the lock box will be ineffective and not binding on the Association. Any dispute of an assessment or related charge, any proposed tender of an amount less than the entire amount claimed to be due which is intended to satisfy the Owner's debt in full, or any change in the identity, status or address of an Owner, must be in writing, sent to and received by Management at the address listed on the Association's most recent management certificate.

14. Compromise of Assessment Obligations. In order to expedite the handling of collection of delinquent assessments owed to the Association, the Board may, at any time, compromise or waive the payment of any assessment, interest, late charge, handling charge, collection cost, legal fee or any other applicable charge. The Association may, at its option, notify the Internal Revenue Service of the waiver or forgiveness of any assessment obligation.

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

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

This is to certify that the foregoing resolution was adopted by the Board of Directors at a meeting of same on 3/21/16, 2016, and has not been modified, rescinded or revoked.

DATE: 3/21/16

Angela Agens
Secretary

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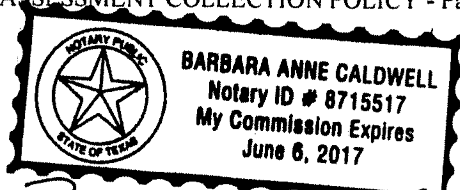

Barbara Anne Caldwell
3/21/16