

Denton County  
Juli Luke  
County Clerk

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Instrument Number: 189575

ERecordings-RP

AMENDMENT

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" Examined and Charged as Follows: "

Total Recording: \$158.00

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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:**

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STATE OF TEXAS  
COUNTY OF DENTON

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 Records of Denton County, Texas.

Juli Luke  
County Clerk  
Denton County, TX

**SECOND AMENDMENT  
TO THE DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS  
FOR  
RIDGEPOINTE**

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

**THIS SECOND AMENDMENT TO THE DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS FOR RIDGEPOINTE** (this "**Second Amendment**") is made this 10<sup>th</sup> day of October, 2021, 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 (the "**Declaration**"); and

**WHEREAS**, the Declaration was amended by an instrument recorded on May 19, 2006, under Document No. 2006-59660 of the Deed Records of Denton County, Texas (the "**First Amendment**"); and

**WHEREAS**, Article X, Section 2 of the Declaration provides for the amendment of that instrument by an instrument signed by Owners at a regular or special meeting of the members, by a vote of a majority of a quorum of members present in person or by proxy; and

**WHEREAS**, at a special meeting held on 8-12, 2021, a majority of a quorum of members present at such meeting, in person or by proxy, approved the following amendments to the Declaration as evidenced by their written consents and ballots affixed to this Second Amendment.

**NOW, THEREFORE**, the Declaration is hereby amended as follows:

1. Amend Article III, Section 2 of the Declaration by adding a new subsection (j) as follows:

*(j) To exercise self-help (specifically including, but not limited to, towing of vehicles that are parked or stored in violation of this Declaration, removing signs that violate the Declaration, removing nonconforming structures and/or improvements and performing Owner-required maintenance on the Owner's Lot) and to enter upon the Lot of unoccupied homes only (but not into the dwelling thereon) to exercise this right of self-help without liability for trespass or damages unless such damage is caused by the Association's willful misconduct or gross negligence.*

2. Amend Article VIII, Section 11 of the Declaration by adding the following subsections to this Section as follows:

- 11.1 *All dwellings shall be maintained in good condition and repair and shall be structurally safe and sound at all times.*
- 11.2 *Exterior exposed surfaces of metal, wood, engineered wood or fiber cement shall be protected from the elements and against decay or rust by periodic application of weather-coating materials such as caulking, paint, wood stain or similar surface treatment. Primer and pre-primed materials are insufficient to meet the weather-coating requirement.*

3. Amend Article VIII, Section 12 of the Declaration by adding the following subsections to this Section as follows:

- 12.1 *Detached Accessory Buildings include outdoor structures such as garages, sheds, storage buildings, pergolas, gazebos, patio covers, cabanas, greenhouses, private studios, pool houses, and other similar structures.*
- 12.2 *Detached accessory buildings are not permitted for use as sleeping quarters, living space, or to store commercial vehicles.*
- 12.3 *Detached Accessory Buildings other than a garage may have a maximum size of 144 square feet, be no more than sixteen feet in height, and must be screened from public view at a point in the center of the public right-of-way directly in front of the house erected on such Lot.*
- 12.4 *Detached garages may have a maximum size of 480 square feet, a maximum height of twelve feet, and be of conventional wood frame and brick veneer construction matching or complementary to the dwelling. Detached garages must have one or more garage-type doors.*
- 12.5 *Detached Accessory Buildings may be pre-fabricated or built on-site, and must be designed for normal residential purposes. Pre-fabricated buildings may be of molded polymer, metal or wood. If of metal or wood exterior, the accessory building must be painted or stained in colors complementary to the dwelling.*
- 12.6 *Detached Accessory Buildings shall be maintained in good condition and repair at all times and be structurally safe and sound. All exposed surfaces of metal, wood, engineered wood or fiber cement shall be protected from the elements and against decay or rust by periodic application of weather-coating materials such as caulking, paint, wood stain or similar surface treatment. Factory primed materials are insufficient to meet the weather-coating requirement.*

12.7 *Commercial storage containers including intermodal shipping containers, CONEX boxes, PODS (portable on-demand storage), Mobile Modular Portable Storage and similar are not permitted. Upon written application and subsequent approval by the Board, a temporary exception not to exceed 45 days is available while the dwelling is undergoing major renovation or restoration.*

4. Amend Article VIII, Section 13 of the Declaration by deleting this Section in its entirety and replacing it with the following:

Section 13. Fences. *All properties shall have a fence fully enclosing the rear yard of the property.*

- 13.1. *Fences shall be no less than 6 feet in height above adjacent grade level.*
- 13.2. *Driveways may be enclosed inside the fenced area by a gate.*
- 13.3. *No fence or wall shall be erected, placed, or altered on any Lot nearer to the front or side property lines than specified in the setback for the front and side yards.*
- 13.4. *Fences and gates shall be constructed of high quality finish grade wood, decorative brick, stone, decorative metal (wrought iron or aluminum) or other Board approved materials.*
- 13.5. *Chain link, barbed wire and other forms of wire fences or gates are not permitted.*
- 13.6. *Wood fences may be untreated, stained or painted. When stained or painted, all publicly viewable sections of wood fence on a property must be a single, uniform color.*
- 13.7. *Fences and gates shall be maintained in good condition and repair at all times shall be structurally safe and sound, and shall not be out of vertical alignment more than one and one-half inches per foot of fence height. Fences shall not be externally braced with guy wires or any other material that may be viewable from a public street, alleyway or right of way.*
- 13.8. *Fences which abut or are adjacent to a Common Maintenance Area require Board approval prior to repair, restoration, replacement or refinishing.*

5. Amend Article VIII, Section 15 of the Declaration by deleting this Section in its entirety and replacing it with the following:

Section 15. Chimneys. *All fireplace flues, smoke stacks, and spark arrestors shall be completely enclosed and concealed from public view in finished chimneys of materials architecturally compatible with the principal finish material of the exterior walls of the dwelling.*

15.1 Chimneys shall be maintained in good condition and repair and be structurally safe and sound at all times.

15.2 All exposed surfaces of metal, wood, engineered wood or fiber cement shall be protected from the elements and against decay or rust by periodic application of weather-coating materials such as caulking, paint or similar surface treatment. Primer and pre-primed materials are insufficient to meet the weather-coating requirement.

6. Amend Article VIII of the Declaration by adding a new Section 23 as follows:

**Section 23. Swimming Pools, Hot Tubs and Spas.** Swimming pools, hot tubs, spas, and other aquatic recreational features, both in- or above ground, must be constructed and maintained in accordance with the International Swimming Pool and Spa Code, as well as with all local, state, and federal rules and regulations.

Pools, hot tubs, and spa equipment shall be maintained in proper operating condition. Water shall not be cloudy or stagnant, shall be treated to eliminate the growth of algae and bacteria, and shall not permit the breeding or potential breeding of mosquitos, insects, or other pests.

During periods of non-use, pools may optionally be maintained in a fully drained and dry condition.

7. Except as modified by this Second Amendment, the Declaration and the First Amendment shall remain in full force and effect.

IN WITNESS WHEREOF, the Association has caused this Second Amendment to be executed by its duly authorized officer this 10<sup>th</sup> day of October, 2021.

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

By: 

Printed Name: M. Alan Brerese

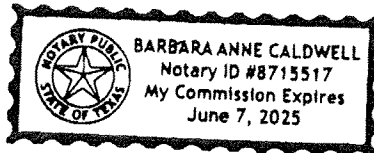
Title: President

**ACKNOWLEDGMENT**

STATE OF TEXAS       §  
                                  §  
COUNTY OF DENTON   §

BEFORE ME, the undersigned authority, on this day personally appeared Malden Alan Brees, President of Ridgepointe Homeowners Association, Inc., a Texas nonprofit corporation, 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 10<sup>th</sup> day of October, 2021.



Barbara Anne Caldwell  
Notary Public, State of Texas  
June 7, 2025  
My Commission Expires