

**CERTIFICATE FOR
RECORDATION OF DEDICATORY INSTRUMENT OF
SUMMER POINT VILLAGE HOMEOWNERS ASSOCIATION, INC.
A/K/A SUMMER POINT (PHASE I)**

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

WHEREAS, Section 202.006 of the Texas Property Code requires that “A property owners’ association shall file its dedicatory instruments in the real property records of each county in which the property to which the dedicatory instruments relate is located.”; and

WHEREAS, Summer Point Village Homeowners Association, Inc. a/k/a Summer Point (Phase I), a Texas nonprofit corporation (the “Association”) desires to comply with Section 202.006 by filing of record in the real property records of Collin County, Texas, the attached instrument; and

WHEREAS, the attached instrument constitutes a “dedicatory instrument” as defined by Section 202.001 of the Texas Property Code; and

WHEREAS, the Declaration of Covenants, Conditions and Restrictions for Summer Point Village Homeowners Association, Inc. a/k/a Summer Point (Phase I), Executed by Ranch Development Company, as Declarant, was recorded at Volume 3092, Page 479 on July 17, 1989 in the Real Property Records of Collin County, Texas, including any amendments thereof, additions, annexations and supplements thereto and entitled “Master Declaration of Covenants, Conditions and Restrictions, Easements, Charges and Liens on and for Summer Point (Phase I)” (the “Declaration”) subjected to the scheme of development therein certain land located in Collin County, Texas;

WHEREAS, Summer Point Village Homeowners Association, Inc. a/k/a Summer Point (Phase I) is governed by Bylaws filed in the Real Property Records of Collin County, Texas including any amendments thereof and supplements thereto;

NOW THEREFORE, the undersigned authorized representative of the Association hereby executes this Certificate to effect the recording of the dedicatory instrument attached hereto on behalf of the Association.

[signature page follows]

EXECUTED this 1th day of May, 2024

Summer Point Village Homeowners Association, Inc.
a/k/a Summer Point (Phase I),
A Texas non-profit corporation

By:

James Young
Duly Authorized Officer/Agent
Summer Point Village Homeowners Association, Inc.
a/k/a Summer Point (Phase I)

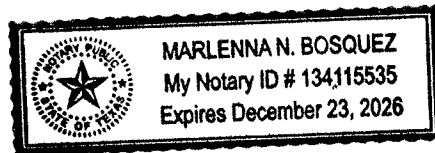
STATE OF TEXAS

§

COUNTY OF COLLIN

This instrument was acknowledged before me on the 1th day of May, 2024 by James Young, authorized representative of Summer Point Village Homeowners Association, Inc. a/k/a Summer Point (Phase I), a Texas nonprofit corporation, on behalf of said corporation.

M Bosquez
Notary Public in and for the State of Texas



After Recording, Return to:
Manning & Meyers, Attorneys at Law
4340 N. Central Expressway, Suite 200
Dallas, TX 75206

**FIRST AMENDMENT TO THE DECLARATION
SUMMER POINT VILLAGE HOMEOWNERS ASSOCIATION, INC.
A/K/A SUMMER POINT (PHASE I)**

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

This First Amendment to the Declaration of Summer Point Village Homeowners Association, Inc. a/k/a Summer Point (Phase I) (the “**Instrument**” or “**First Amendment**”) is made effective as of the date of its adoption by the members of the Association and subsequent filing in the County Clerk’s Office of Collin County, Texas, by Summer Point Village Homeowners Association, Inc. a/k/a Summer Point (Phase I) (the “**Association**”).

WITNESSETH:

WHEREAS, Gibraltar Savings Association and Ranch Development Company, as successor to Gibraltar Savings Association, prepared and filed of record a series of substantially similar documents entitled “Master Declaration of Covenants, Conditions, Restrictions, Easements, Charges and Liens”, which documents and certain amendment were recorded in the Collin County Real Property Records. (the “Original Declarations”).

WHEREAS, the Original Declarations were amended in certain respects and consolidated into a single instrument entitled the “Consolidated and Amended Master Declaration of Covenants, Conditions, Restrictions, Easements, Charges and Liens for Stonebridge Ranch”, which instrument was recorded on October 29, 1992, as Instrument No. 92-0076613 in the Collin County real Property Records, as amended and supplemented from time to time (the “Master Declaration”).

WHEREAS, included within the Original Declarations and Master Declaration was the Declaration of Covenants, Conditions and Restrictions for Summer Point Village Homeowners Association, Inc. a/k/a Summer Point (Phase I). Summer Point Phase I is a sub-Association of the Master Association, Stonebridge Ranch.

WHEREAS, the Declaration of Covenants, Conditions and Restrictions for Summer Point Village Homeowners Association, Inc. a/k/a Summer Point (Phase I), Executed by Ranch Development Company, as Declarant, was recorded at Volume 3092, Page 479 on July 17, 1989 in the Real Property Records of Collin County, Texas, including any amendments thereof, additions, annexations and supplements thereto and entitled “Master Declaration of Covenants, Conditions and Restrictions, Easements, Charges and Liens on and for Summer Point (Phase I)” (the “Declaration”) subjected to the scheme of development therein certain land located in Collin County, Texas;

WHEREAS, the Bylaws for Summer Point Village Homeowners Association, Inc. a/k/a Summer Point (Phase I) were recorded at Volume 4588, Page 1835 on January 24, 2000 in the Real Property

Records of Collin County, Texas, entitled "Bylaws of Summer Point Village Homeowners Association, Inc." (the "Bylaws").

WHEREAS, the Declaration for Summer Point Phase I and the Master Association, and all amendments and supplements thereto, remain in full force and effect; and

WHEREAS, Article IV, Section 17 of the Bylaws for Summer Point Village Homeowners Association, Inc. a/k/a Summer Point (Phase I) states *"The Board of Directors shall be responsible for the affairs of the Association and shall have all the powers and duties necessary for the administration of the Association's affairs and, as provided by law, may do all acts and things as are not by the Master Declaration, Village Declaration, Articles, or these Bylaws directed to be done and exercised exclusively by the Members. The Board of Directors may delegate to one or more of its members the authority to act on behalf of the board of Directors on all matters relating to the duties of, and/or matters directly or indirectly pertaining to the Managing Agent, if any, which might arise between meetings of the Board of Directors. In addition to the duties imposed by these Bylaws or by any resolution of the Association that may be hereafter adopted, the Board of Directors shall have the power to and be responsible for the following, in way of explanation, but not limitation: ... (f) making and amending rules and regulations; ... (i) enforcing by legal means the provisions of the Village Declaration, these Bylaws, and the rules and regulations adopted by it and bringing any proceedings which may be instituted on behalf of or against the Members concerning the Association;..."*

WHEREAS, Article XIII, Section 4 of the Declaration for Summer Point Village Homeowners Association, Inc. a/k/a Summer Point (Phase I) states *"The Covenants set forth herein are expressly subject to change, modification and/or deletion by means of amendment at any time and from time to time as provided herein. Notwithstanding Section 3 of this Article, these Covenants may be amended and/or changed in part as follows:*

- (a) During the Development Period, and in response to any governmental or quasi-governmental suggestion, guideline, checklist, requisite or requirement, particularly with respect to those entities or agencies directly or indirectly involved in, or having an impact on, mortgage financing, mortgage insurance and/or reinsurance, the Declarant shall have the complete and unfettered right and privilege to amend, change, revise, modify or delete portions of these Covenants, and each and every Owner, Member and Resident specifically and affirmatively authorizes and empowers the Declarant, utilizing the attorney-in-fact status set forth in Section 1 above, to undertake, complete and consummate any and all such amendments, changes, revisions, modifications or deletions as Declarant (in its sole and absolute discretion) shall deem reasonable and appropriate;*
- (b) During the Development Period the Declarant may otherwise amend or change these Covenants by exercising its powers under Article VIII, Section 1 hereinabove or with the direct consent of at least fifty-one percent (51%) of the Owners of Lots within the Subdivision; and*
- (c) From and after conclusion of the Development Period these Covenants may be amended or changed upon the express written consent of the Board and at least fifty-one percent*

(51%) of the Owners of Lots within the Subdivision.

Any and all amendments shall be recorded in the Office of the County Clerk of Collin County, Texas."

WHEREAS, Section 209.0041(e) and (f) of the Texas Property Codes state that

"(e) This section applies to a dedicatory instrument regardless of the date on which the dedicatory instrument was created.

"(f) This section supersedes any contrary requirement in a dedicatory instrument".

WHEREAS, Section 209.0041(h) of the Texas Property Codes states that *"a declaration may be amended only by a vote of 67 percent of the total votes allocated to property owners in the property owners' association, in addition to any governmental approval required by law. If the declaration contains a lower percentage, the percentage in the declaration controls."*

WHEREAS, the Association has met the requirements of Article VIII of the Declaration and Section 209.0041(h) of the Texas Property Code; and

WHEREAS, the Association, desires to amend the Declaration in certain respects.

RESOLVED, that pursuant to the provisions of Article XIII of the Declaration and Section 209.0041(h) of the Texas Property Code, the Declaration of Summer Point Village Homeowners Association, Inc. a/k/a Summer Point (Phase I) is hereby amended as follows. Summer Point Village Homeowners Association, Inc. a/k/a Summer Point (Phase I) declares that the Property and all portions thereof are and shall be held, transferred, assigned, sold, conveyed and occupied subject to all covenants, conditions, restrictions, easements, liens and charges contained in the Declaration, as modified and amended herein.

NOW THEREFORE, the Association Declares that the Declaration is hereby amended as follows:

1) Article XIV is hereby added to the Declaration of Summer Point Village Homeowners Association, Inc. a/k/a Summer Point (Phase I) and shall read as follows:

ARTICLE XIV

RENTAL RESTRICTIONS

Section 1. Definitions.

- (a) "Association" means the Summer Point Village Homeowners Association, Inc. a/k/a Summer Point (Phase I).
- (b) "Association Rental Form" means the form prepared and updated from time to time by the Association in connection with Leasing of Properties in Summer Point Village Homeowners Association, Inc. a/k/a Summer Point (Phase I).
- (c) "Cause" means an unforeseeable and unavoidable event, whether temporary or permanent, that materially and adversely impacts an Owner's (or the Owner's family's) physical condition or financial condition and places an undue hardship on the Owner that a reasonable accommodation by the Association is substantially likely to ameliorate without either (i) resulting in substantial harm to the other Owners in Summer Point Village Homeowners Association, Inc. a/k/a Summer Point (Phase I), or (ii) substantially undermining the effectiveness in Summer Point Village Homeowners Association, Inc. a/k/a Summer Point (Phase I) of the rights and restrictions described in the Dedicatory Instruments.
- (d) "Dedicatory Instruments" means each governing instrument covering the establishment, maintenance, and operation of the Association. This term includes the Declaration, Bylaws, Policies, and rules and regulations of the Association and all amendments thereto, including, but not limited to, this Article.
- (e) "Hardship Petition" means the form (prepared and updated from time to time by the Association) submitted by petitioning Owners showing Cause to the Association for consideration. Hardship Petitions shall be granted or denied in the sole, but reasonable discretion of the Association.
- (f) "Landlord" means the Owner of the Property, even if that Owner has a management company that is in charge of Leasing the Property.
- (g) "Lease" includes any agreement, whether written or oral, between a Landlord and a Tenant that establishes or modifies the terms, conditions or other provisions regarding the use and occupancy of the Property.
- (h) "Lease" or "Leasing" is defined as the occupancy or use of the Property for any period of time by any person other than the Owner for which the Owner, or any designee of the Owner receives any direct or indirect monetary or non-monetary consideration or

benefit, including, but not limited to, a fee, service, gratuity or emolument, including, but not limited to, any subleases or assignment of a Lease. If the Property is owned by a trust and the beneficiary of the trust is living in the Property, that Property shall be considered Owner-occupied rather than leased. Lease to Purchase Agreements & Contracts for Deeds and similar agreements shall be considered the same as Leasing for purposes of this Article. Housesitting shall be considered Leasing for purposes of this policy.

- (i) "Lessee" shall be considered the same as Tenant for purposes of this Article.
- (j) "Owner" means the same as Owner or Owners as defined in Article I of the Declaration.
- (k) "Property" means the same as Lot as defined in Article I of the Declaration.
- (l) "Renting" shall be considered the same as Leasing for purposes of this Article.
- (m) "Tenant" means the person(s) authorized by the Lease to occupy, which would include the named lessee(s).

Terms otherwise not defined herein shall have the same meaning as used in the Declaration.

Section 2. Leasing Approved within the Association.

- (a) An Owner may Lease their Property within Summer Point Village Homeowners Association, Inc. a/k/a Summer Point (Phase I) in accordance with the Dedictory Instruments, including, but not limited to, this Article.
- (b) No Owner may Lease their Property within Summer Point Village Homeowners Association, Inc. a/k/a Summer Point (Phase I) until after such Owner shall have made the Property their full-time primary residence and occupied the same for at least twenty-four (24) consecutive months (the "Residency Requirement"). Properties that are currently Leased within Summer Point Village Homeowners Association, Inc. a/k/a Summer Point (Phase I) are not subject to the Residency Requirement, but are subject to all other restrictions set forth in this Article, including, without limitation, submitting an Association Rental Form and Fee.
- (c) Prior to (x) listing any Property for Lease, (y) securing any Tenant, or (z) executing any Lease in Summer Point Village Homeowners Association, Inc. a/k/a Summer Point (Phase I), each Owner shall inquire with the Association in writing whether Summer Point Village Homeowners Association, Inc. a/k/a Summer Point (Phase I) has met its Cap or is below the Cap described herein. Each Owner agrees and acknowledges that such inquiry does not guaranty the placement or hold a place for the Property to be Leased under the Cap nor does such inquiry approve, condone or sanction the execution of a Lease; provided, however, placement on the waiting list shall be handled in accordance with Section 4(d) below.

Section 3. Leasing Requirements and Association Rental Form Submission.

- (a) An Owner that Leases their Property shall submit a copy of the executed Lease and an Association Rental Form executed by each Owner of the Property (e.g., husband and wife or Owners per recorded deed) to the Association no later than ten (10) days of execution of the Lease. In the event the foregoing is not complied with by the Owner then such Owner shall be deemed to be in violation of this Article. Owners are encouraged to obtain the information needed to complete the Association Rental Form prior to executing the Lease with any Tenant. The Association Rental Form shall require the following and other pertinent information:
- Owner certifies its compliance with the Residency Requirement;
 - The full name, date of birth and relationship between every tenant and occupant (adults and children) of the Property;
 - Valid phone numbers and email addresses of every adult tenant and occupant of the Property;
 - Effective date of the Lease, the expiration date of the Lease, and the term of the Lease (including, but not limited to, any renewal options or if the Lease converts to a month-to-month term for a maximum of six (6) months after expiration of a twelve (12) consecutive month term);
 - Certification by each Owner that it has completed its due diligence and confirmed the following in written format with applicable governmental agencies and/or third-party services:
 - Each Tenant and occupant of the Property has not been convicted of a violent crime felony or assault or battery misdemeanor in any jurisdiction in the United States ("**Criminal Certification**"); and
 - Each Tenant and occupant of the Property is not a Registered Sex Offender based on Texas and Federal registries ("**Registered Sex Offender Certification**").
 - Certification by Owner that the \$100.00 leasing fee has been paid to the Association (the "Fee");
 - Certification by Owner that it shall promptly update the Association in writing if any information described herein shall change at any time;
 - Valid mailing address (no PO Boxes), phone numbers and email addresses of every Owner of the Property;
 - Certification by Owner that the Property and each Owner is current on all outstanding assessments, charges, or fees due to the Association and that there are no outstanding violations of the Property;
 - Certification by Owner that all assessments, charges, or fees due to the Association (including, but not limited to, any charges due to any violations) from the date of the Lease shall nonetheless be responsibility and obligation of the Owner; and
 - Certification by Owner that no less than 100% of the square footage of the Property is being Leased.
 - Owners with Nannies, Live in Caretakers, Live in Nurses or Au Pairs (collectively "Caretakers") are not required to submit a rental form for their Caretaker and their Caretaker shall not be considered a tenant for purpose of these restrictions. Owners who sell their property and have a leaseback of six (6) months or less shall not be considered a tenant for purposes of these restrictions.

- (b) In the event the Association Rental Form is incomplete, inaccurate, missing information, or requires Owner to remedy any outstanding issues, the Association shall inform the Owner of the Property (the "Notice") no later than thirty (30) days from the date the executed Association Rental Form was received by the Association to review (the "First Submission") and the Owner shall have ten (10) days from such Notice to supplement such Association Rental Form and remedy any outstanding issues. This process shall occur as often as needed to obtain a complete and accurate Association Rental Form; provided, however, this process shall be completed no later than sixty (60) days from the First Submission otherwise Owner shall be deemed to be in violation of this Article.
- (c) Owners must submit a new Association Rental Form (including, but not limited to, re-certifying certifications and performing criminal and sex offender registry checks) and Fee every three (3) years even if the original Lease is continuing.
- (d) Any and all subleases of the Lease, assignments of the Lease, and amendments of the Lease that modify the parties (i.e., the Tenant) shall be deemed to be a new Lease and be subject to the restrictions described herein, including, but not limited to, submitting a new Association Rental Form and Fee.
- (e) Owners must submit a new Association Rental Form and pay an annual Fee every year. If the tenant remains the same, the landlord does not need to perform a new criminal and sex offender registry check. However, if a new tenant is placed within the property, a complete Association Rental Form must be submitted along with the criminal and sex offender registry check.
- (f) Each Owner who does not reside in Summer Point Village Homeowners Association, Inc. a/k/a Summer Point (Phase I) is required to provide to the Association each Owners' current phone numbers, email addresses and mailing address. No PO Boxes shall be allowed, only physical addresses. Each such Owner shall be responsible to update the Association with regards to any changes to such contact information to ensure the Association is able to remain in contact with each such Owner:

Section 4. Maximum Number of Rental Properties.

- (a) No more than seven (7) Properties within Summer Point Village Homeowners Association, Inc. a/k/a Summer Point (Phase I) (the "Cap") may be Leased at any given point in time; provided, however, Properties that qualify for Hardship Petitions as described herein shall not count towards the Cap.
- (b) A Property shall be counted towards the Cap upon the full compliance with this Article, including, but not limited to, the submission and acceptance by the Association of the Association Rental Form and the Fee. Notwithstanding Section 5, any Owner that Leases their Property without the Association's acceptance of an Association Rental Form and Fee causing Summer Point Village Homeowners Association, Inc. a/k/a Summer Point (Phase I) to exceed the Cap or depriving an Owner on the waiting list to Lease shall incur

a fine of \$500.00 per week until such violation is cured (e.g., the Lease is terminated) in addition to any other fines due to violations of other terms and conditions of this Article.

- (c) In the event the Cap is reached and an Owner has sufficient Cause to require him or her to Lease his or her Property then such Owner may submit a Hardship Petition to the Association for approval and to permit the Owner to attempt to Lease the Property; provided, however, all other restrictions described herein (including, but not limited to, the Residency Requirement) shall be complied with.
- (d) In the event the Cap is reached and an Owner desires to Lease their Property, the Owner may elect to have their name placed on a waiting list maintained by the Association. Owners on the waiting list shall maintain priority to Lease their Property over Owners that are not on the waiting list. The Association shall inform the Owner on the waiting list when it is eligible to Lease their Property. If such Owner is unable to Lease and comply with this Article within sixty (60) days then such Owner shall no longer have its place held under the Cap and the next Owner on the waiting list shall be provided the opportunity as outlined above. This process shall continue until the earlier of (x) all Owners on the waiting list have had an opportunity to Lease or (y) the number of Properties Leased falls below the Cap thereby permitting all previously waiting Owners the opportunity to Lease their Properties. The Association shall be permitted to provide additional guidance and restrictions with respect to the waiting list and process.
- (e) Owners that have previously complied with this Article and are replacing an expiring or terminating Lease with a new Lease (with same or different Tenants) or renewing or modifying an existing Lease shall maintain priority over those owners on the waiting list. Such Owner shall have fifty (50) days to lease their Property. Should their Property fail to be Leased within fifty days, then the Association shall use the waitlist in accordance with Section 4(d).

Section 5. Qualification of Tenant.

- (a) All Tenants are required to meet all qualifications as contained in this Article. An Owner may not Lease to a Tenant if the qualifications, restrictions described in this Article are not satisfied and if Owner has not provided evidence of such satisfaction to the Association upon request.
- (b) No Owner may rent their Property to a Tenant or occupant that has been convicted of a violent crime felony or assault or battery misdemeanor in any jurisdiction in the United States (a "Criminal Offenses").
- (c) No Owner may Lease their Property to a Tenant or occupant that is a Registered Sex Offender. For purposes of this provision, a "Registered Sex Offender" is a (y) person who is registered as a Level 3 (High Risk) or Level 2 (Moderate Risk) sex offender pursuant to Chapter 62 of the Texas Code of Criminal Procedure (Sex Offender Registration Program as it now exists or as it may be amended in the future), or pursuant to any other law of the State of Texas, or any local municipal or county ordinance, or pursuant to any other

state or federal law or regulation and (z) person who is required to register as a sex offender and who is required to have a risk assessment but who has not been assigned a risk assessment level by the applicable authority or for whom such a risk assessment level is not yet available to the public via the applicable registry program.

- (d) Notwithstanding the foregoing, Tenants who have been found guilty of one or more Criminal Offenses may Lease within Summer Point Village Homeowners Association, Inc. a/k/a Summer Point (Phase I) seven (7) years after serving the associated sentence or expiration of the associated probationary period and/or parole period. This includes person(s) who have received deferred adjudication and/or have not yet satisfied the probationary period of a deferred adjudication for any of the above mentioned offences. This provision does not apply to Tenants or occupants that have been found guilty of a crime in violation of Section 5(c) above. Tenants or occupants in violation of Section 5(c) above may never occupy or Lease a Property within Summer Point Village Homeowners Association, Inc. a/k/a Summer Point (Phase I) unless such Tenant or occupant is no longer Registered Sex Offender.

Section 6. Occupancy and Lease Restrictions.

- (a) Subject to any state, local or federal law that prohibits the placement of any limits on occupants, the maximum number of adult persons that may occupy any Property pursuant to a Lease is three times the number of bedrooms in the Property. An Owner may allow an occupancy rate of more than three adult per bedroom: to the extent that Owner is required by a state or federal fair housing law to allow a higher occupancy rate; or if an adult whose occupancy causes a violation of this section is seeking temporary sanctuary from family violence as defined by Section 71.004 of the Texas Family Code for a period not to exceed one month. Should an Owner wish to have than the foregoing occupancy, then such Owner shall submit a Hardship Petition showing sufficient Cause to require to Lease the Property to more than the foregoing occupancy.
- (b) No person under the age of eighteen (18) years of age may reside in or occupy a Property unless such person is with a parent, legal guardian or designee in writing as such minor's parent or legal guardian. An Owner shall promptly provide satisfactory proof of ages and relationship status among the tenants and occupants upon the request of the Association.
- (c) No Property (or part thereof) may be Leased, occupied or used by a person who constitutes a threat to the health or safety of other persons, or whose occupancy, use or activities could result in physical damage to the property of others.
- (d) Leasing of less than one hundred percent (100%) of the square footage of the Property is prohibited (e.g., no fraction or part of a Property may be leased) unless (i) the Owner of the Property primarily occupies and resides within the Property and uses the Property daily as their full-time primary residence, and (ii) the Lease of fraction or part of the Property is to an immediate family member (e.g., a son or daughter). Such Leases shall not require the completion of the Association Rental Form, count towards the Cap, be for a minimum term of twelve (12) months, or require the payment of the Fee, but shall otherwise require

adherence to the restrictions described herein (e.g., Lease should be in writing, Tenant shall abide by the restrictions of Summer Point Village Homeowners Association, Inc. a/k/a Summer Point (Phase I), etc.).

- (e) No Owner may Lease their Property if it is delinquent in any fines, assessments, collection costs or fees owing to the Association and fails to cure the delinquency within sixty (60) days after written notification. Such violations may result in damages to the Owner and may subject the Owner to additional fines and penalties under this Article.
- (f) An Owner may submit a Hardship Petition in the event it has Cause to request a variance or temporary relief from a rule or regulation described herein. Any out-of-pocket costs due to the Association granting a variance or temporary relief shall be the sole responsibility of the requesting Owner.

Section 7. Minimum Rental Period.

- (a) No Owner may Lease their Property for a term of less than twelve (12) consecutive months; provided, however, a Lease converting to a month-to-month term after a twelve (12) consecutive month term is permitted as long as such carry over to a month-to-month term does not exceed six (6) months in the aggregate (i.e., the Lease shall need to be renewed for at least twelve (12) months after a maximum of six (6) months of carry over on a month-to-month basis). Daily, weekend, weekly and monthly rentals less than twelve (12) consecutive months are prohibited.

Section 8. Compliance with Associations' Dedicatory Instruments.

- (a) Each Owner must provide each Tenant with a physical or electronic copy of all Dedicatory Instruments (including, but not limited to, the Declaration, Bylaws and any and all rules and regulations of Summer Point Village Homeowners Association, Inc. a/k/a Summer Point (Phase I)).
- (b) All Tenants must comply with all the Dedicatory Instruments as if the Tenant was the Owner of such Property (except for the annual and special assessments that are due and payable by the Owner). Each Tenant acknowledges and agrees by executing a Lease in Summer Point Village Homeowners Association, Inc. a/k/a Summer Point (Phase I) that it may be fined and held responsible for failing to abide by all the Dedicatory Instruments.
- (c) Each Owner shall be responsible for any and all violations, losses and damage resulting from or being proximately caused by the actions and omissions of each Owner's Tenants and each Tenant's invitees, licensees, guests or occupants.
- (d) In the event the Property is in violation of Dedicatory Instruments, the Association shall notify the Property and the Owner (to the extent a mailing address is provided to the Association) and the Owner shall promptly resolve the violation and secure compliance with Dedicatory Instruments or exercise the Owner's rights as a landlord under the Lease for Tenant's breach of the Lease. If the Property continues to be in violation or the occurrence

of the violation repeats, and if the Owner is unable, unwilling, or unavailable to resolve the violation and secure compliance with Dedicatory Instruments, then the Association has the power and right to pursue the remedies under the Dedicatory Instruments and as a landlord under the Lease or applicable law for the default of the Lease, including, but not limited to, eviction of the Tenant. In the event the Association proceeds as agent and attorney in fact on behalf of the Owner to enforce the Lease, pursue remedies under the Lease and/or evict the Tenant and occupants of the Property, any and all costs, including, but not limited to, attorney's fees and court costs, arising from or in connection with such actions shall be responsibility of the Owner and the Owner shall reimburse the Association with interest on demand. Such costs may be assessed as an assessment against the Property.

- (e) The Owner of a Property is and shall remain liable to the Association for any and all expenses, costs and damages incurred by the Association in connection with enforcement of the Dedicatory Instruments against a Property that is Leased.
- (f) EACH OWNER HEREBY APPOINTS THE ASSOCIATION AS EACH OWNER'S ATTORNEY-IN-FACT FOR THE PURPOSES OF TAKING (WITH NO OBLIGATION TO TAKE) LEGAL ACTION TO DISPOSSESS, EVICT, OR OTHERWISE REMOVE THE OCCUPANTS OF THE OWNER'S PROPERTY ASSOCIATION MAY DEEM NECESSARY TO ENFORCE COMPLIANCE WITH THE DEDICATORY INSTRUMENTS OF THE ASSOCIATION, INCLUDING, BUT NOT LIMITED TO, THIS ARTICLE.

Section 9. Contents of Lease.

- (a) Each Owner shall incorporate and each Lease shall contain the following:

"The tenant (lessee) named in this lease and all occupants of the leased Property acknowledge and agree that each tenant and occupant of the leased Property is subject to the declaration, bylaws, rules and regulations (the "Dedicatory Instruments") of the Summer Point Village Homeowners Association, Inc. a/k/a Summer Point (Phase I) Homeowners' Association (the "Association") and that each of them has received a copy of such Dedicatory Instruments. The tenant (lessee) named in this lease and all occupants of the leased Property acknowledge and agree that each shall comply with all provisions of the Dedicatory Instruments of the Association and shall control the conduct of all the invitees, licensees, occupants and guests of the leased Property in order to ensure their compliance.

Any violation of any of the Dedicatory Instruments of the Association, including, but not limited to, the Residency Requirement, the Cap, qualification of Tenants, and submission of the Association Rental Form and Fee (each as defined in the Dedicatory Instruments) may result in the Lease being null and void and without any liability whatsoever to the Association.

Any violation of any of the Dedicatory Instruments of the Association, federal or state law, or local ordinance (each whether now in existence or enacted hereinafter) by the tenant (lessee), any occupant, any person living with the tenant (lessee), or any invitee or licensee of the tenant is deemed to be a default under the terms of the lease and authorizes the landlord (owner of the Property) the right to terminate the lease immediately without notice and with

no liability whatsoever and the right to evict the tenant (lessee) in accordance with Texas law. The landlord (owner of the Property) hereby delegates and assigns to the Association, acting through its Board of Directors, the power and authority (but not the obligation) of enforcement against the tenant (lessee) for breaches resulting from the violation of any of the Dedicatory Instruments, federal or state law, or local ordinance (each whether now in existence or enacted hereinafter), including, but not limited to, the power and authority to evict the tenant (lessee) and occupants as the attorney-in-fact on behalf and for the benefit of the landlord (owner of the Property) at landlord's (owner of the Property) sole cost and expense.

The landlord (owner of the Property) transfers and assigns to the lessee, for the term of the lease, any and all rights and privileges that the landlord (owner of the Property) has to use any Common Area (as defined in the Dedicatory Instruments) including, but not limited to, the use of all recreational facilities and other amenities (if any)."

In the event the above language is not expressly contained in the Lease, then such language shall be deemed as being incorporated into the Lease by virtue of this Article. Each Tenant, by occupancy of the Property, agrees to the incorporation of the above language into the Lease automatically.

- (b) Any lease entered into without complete and full compliance of the Dedicatory Instruments of the Association and without compliance with this Article may be deemed void and of no force and effect and shall confer no interest in a Property to the purported tenant or lessee without any liability whatsoever to the Association.

Section 10. Indemnity & Representation.

- (a) The requirements within this Article do not constitute a guarantee or representation to other owners within Summer Point Village Homeowners Association, Inc. a/k/a Summer Point (Phase I) that Tenants or persons occupying Properties in Summer Point Village Homeowners Association, Inc. a/k/a Summer Point (Phase I) have not been convicted of a crime or are subject to deferred adjudication for a crime.
- (b) All current and future Owners, occupants, residents, licensees, guests and invitees of Summer Point Village Homeowners Association, Inc. a/k/a Summer Point (Phase I) understand and agree that the Association and its Board, officers, representatives, agents, employees and attorneys have no obligation to, and will not take any affirmative action to, perform any checks or investigations to determine if Owners, occupants, tenants, residents, licensees, guests or invitees have criminal backgrounds.
- (c) Each current and future Owner, occupant, resident, licensee, guest and invitee understands and agrees for himself/herself and his/her guests that the Association and its Board, officers, representatives, agents, employees and attorneys are not providers, insurers or guarantors of security within Summer Point Village Homeowners Association, Inc. a/k/a Summer Point (Phase I). Each Owner, occupant, resident, licensee, guest and invitee accepts as his or her sole responsibility to provide security for their own person and property and assumes the risk for

any and all loss or damage to same.

- (d) Each Owner, occupant, resident, licensee, guest and invitee is responsible for maintaining appropriate insurance coverage upon the Property.
- (e) Each Owner, by Leasing their Property within the Association, agrees to indemnify and hold harmless the Association and its Board of Directors from any and all causes of action, costs, fees, damages and lawsuits arising out of or in connection with (x) the Leasing of their Property, (y) action or omission by any Tenant, lessee, occupant, licensee, invitee or guest of the Property and (z) any and all decisions (or lack thereof) made by the Association in connection with Dedictory Instruments or enforcement conducted (or lack thereof) by the Association of the Dedictory Instruments (e.g., voiding a Lease for failure to comply with this Article).

Section 11. Savings Clause.

- (a) It is not the intent of this Article to discriminate against any individual subject to protections under any state or federal law. If a court determines that any provision of this Article is in violation of any law, then that provision shall be interpreted to be as restrictive as possible to preserve as much of the original provision as allowed by law; provided, however, if the court determines that such provision cannot survive then the balance of this Article shall be enforceable and shall be enforced as if the parties intended at all times to delete said invalid provision.
- (b) The recitals to this Article are incorporated herein as part of this Article.
- (c) This Article shall be recorded in the Real Property Records of Collin County, Texas.
- (d) In the event the Association decides not to default or take enforcement action such a decision shall not be construed as a waiver of the right of the Association to enforce this Article at a later time or under other circumstances or estop the Association from enforcing other covenants, restrictions or rules.

Section 12. Violations.

- (a) The Association shall provide notice of any violation of this Article to Owner and Owner shall have thirty (30) days from such notice to fully comply and resolve any violation. Except as otherwise expressly provided for herein, in the event such violation is not fully resolved in the Association's sole, but reasonable discretion within such thirty (30) days, the Owner shall be liable for \$500.00 per week per violation in damages as long as the violation(s) continues exclusive of out-of-pocket costs, administration costs, enforcement costs, attorney's fees, and court costs and fees.
- (b) Any fine levied against an Owner shall be levied as a specific assessment against that owner's lot and collectable as if it were levied as a general assessment in accordance with Article V of the Declaration.

- (c) Any owner who violates these Rental Restrictions may have their right to Lease their Property within the Association terminated. Prior to such termination, the Owner shall be provided a notice and opportunity to cure in accordance with Section 209.006 of the Texas Property Code.

2) Article XV, Section 1 is hereby added to the Declaration of Summer Point Village Homeowners Association, Inc. a/k/a Summer Point (Phase I) and shall read as follows:

Section 1. Working Capital Contributions.

- (a) Upon acquisition of record title to a Lot, and upon each subsequent transfer of a Lot to a new Owner, a new contribution shall be made by or on behalf of such Owner to the working capital of the Association. This amount is not refundable, shall be in addition to, not in lieu of, any assessment levied on the Lot and shall not be considered an advance payment of any portion thereof. This amount shall be paid to the Association and shall be used for operating and other expenses incurred by the Association pursuant to the terms of this Declaration.
- (b) For purposes of establishing the amount of the Working Capital Contribution, the Association hereby establishes the amount of the Working Capital Contribution as one and one-half times (1.5x) the annual dues, increasing to two times (2x) the annual dues beginning January 1, 2025, unless otherwise modified in accordance with Section 9.3(c) of this Declaration.
- (c) The Board of Directors of Summer Point Village Homeowners Association, Inc. a/k/a Summer Point (Phase I) may unilaterally increase or decrease the amount of the Working Capital Contribution for the Association by duly passed resolution of the Board of Directors. Said resolution must be recorded within the Collin County Deed Records.
- (d) Said Working Capital Contribution shall be an assessment against the Lot and shall be secured by an assessment lien against the lot in accordance with Article V of this Declaration.
- (e) Should an owner fail to pay a Working Capital Contribution, it may be collected against the owner in accordance with the provisions of the Declaration, Bylaws, and applicable Texas Law.

(signature page follows)

EXECUTED this 10th day of May, 2024

Summer Point Village Homeowners Association, Inc.
a/k/a Summer Point (Phase I),
A Texas non-profit corporation

By:

JAMES YOUNG

Duly Authorized Officer/Agent,
Summer Point Village Homeowners Association, Inc.
a/k/a Summer Point (Phase I)

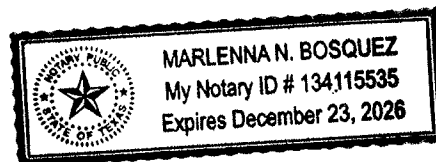
STATE OF TEXAS

§

COUNTY OF COLLIN

This instrument was acknowledged before me on the 10th day of May, 2024 by James Young, authorized representative of Summer Point Village Homeowners Association, Inc. a/k/a Summer Point (Phase I), a Texas nonprofit corporation, on behalf of said corporation.

MBosquez
Notary Public in and for the State of Texas



After Recording, Return to:
Manning & Meyers, Attorneys at Law
4340 N. Central Expressway, Suite 200
Dallas, TX 75206

**Collin County
Honorable Stacey Kemp
Collin County Clerk**

Instrument Number: 2024000053832

eRecording - Real Property

NOTICE

Recorded On: May 06, 2024 03:19 PM

Number of Pages: 18

" Examined and Charged as Follows: "

Total Recording: \$89.00

******* 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: 2024000053832

Receipt Number: 20240506000629

Recorded Date/Time: May 06, 2024 03:19 PM

User: Kim D

Station: Workstation cck024

Record and Return To:

Simplifile



**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