

## **Richardson Crossroads Condominium Association**

Persuant to the Rules and Regulations adopted by Richardson Crossroads Condominium Association established in 1982, the Board of Directors appointed by the homeowners may elect to amend, add or delete rules or regulations by majority vote and through proper process. The directions regarding such are outlined below.

**Section 3.07(e) ~ The Board can make reasonable rule and regulations and amend them from time to time, provided that any rule or regulation may be amended or repealed by an instrument in writing by the Owners of the majority of the condos.**

As the Board of Directors approaches the close of the 2011-12 Fiscal Year, The Manning Law Firm has outlined that no amendments adopted in prior years have been appropriately filed with the State of Texas and are subject to further scrutiny by homeowners, or their respective agents and legal counsel. The Board has elected to vote on the following amendments, as they were Board-approved in prior years by a majority, to be filed with the State of Texas by The Manning Law Firm.

Each of the Board members has provided a written vote by ballot form for each of the following amendments. The signed ballots will be kept among the Association Legal and Accounting Files currently held in the Business Office located at 336 Melrose Drive, Richardson, TX. These amendments have received a majority of votes and are presented to the homeowners as Amendments to the Rules and Regulations, Bylaws and/or Master Deed of Richardson Crossroads Condominium Association effective May 1, 2012 (the beginning of the new fiscal year). No amendments will be retroactive to this date.

1. Adopt the attached Maintenance Responsibility Chart to the Rules and Regulations to designate repair responsibility between the Association and each homeowner.
2. The clubhouse may be rented for a flat fee of \$50 per day (any 24-hour period, as requested in writing), as long as no regularly scheduled Board meetings or other rentals exist for the same time period and the Member is up-to-date on all dues and assessments at the time of request. If the Member's account becomes delinquent 30 days or greater at the reservation time, access to the clubhouse will be denied and the fee will be applied to the outstanding balance on the account. A separate check of \$150 must accompany the application and rental fee to be held and not cashed until up to 72 hours following the return of the rental key, complete removal, on time, of all property belonging to the Member, and complete inspection by a Director attesting to the state of the clubhouse and Association property post rental. No rentals include exclusive or private use of the pool and spa area.
3. No voluntary Directors of the Board are allowed to receive ongoing compensation, directly or indirectly, for services provided as a member. Board members can receive compensation for expenses incurred on behalf of the Association, with proper support, or on a contract basis for a specific duty above normal Director duties and for a specific amount of time, not to exceed one year. Additionally, no Director can receive "gifts" or account credits in the same manner.
4. The Board of Directors is required to approve an annual budget within 30 days of the beginning of the new fiscal year. This budget must be made available, along with other financial information, at the request of homeowners or authorized representatives.
5. The Board can levy a penalty of \$25 for the first notice, \$50 for the second notice and \$75 for the third and final notice, for all violations. This includes but is not limited to parking violations, mounting personal affects to fences or balconies, noise complaints, issues of safety and the like. Each homeowner is solely liable for any and all violations committed by tenants and guests of the individual units.
6. All expenses and repair bills totaling \$5,000 or more or for any capital repair project must be shopped to at least three total vendors. The selection of the vendor for the repairs will be at the discretion of the Board and is not required to be based solely on total cost. Monthly or repetitive contracts should be bid annually by the Board. Additionally, all vendors must be able to provide proof of valid insurance and tax reporting information prior to any contracting.

7. All structural and cosmetic changes to buildings, patios or exteriors must maintain the uniformity of the entire complex and be approved by the Board. The clubhouse is not required to meet these same standards, as it is a separate, common area.
8. Homeowners are responsible for the maintenance of trees and shrubbery within the respective patio areas. If tree roots are not properly maintained and begin to affect or damage the foundation of the buildings or cement sidewalks, the homeowner will be responsible for the timely repair or will reimburse the Association for the expense.
9. The Association may enter into a revenue sharing or direct advertising program, at will and for payment, as long as membership or exclusivity is not required of the individual Homeowners. All income must be payable to the Association and not to any Director of the Board and used for regular operating expenses.
10. No exotic pets will be allowed on the premises, even within homeowner's units. Only breeds of dogs, cats, birds, fish and other domesticated animals will be allowed. No animal is to exceed 25 pounds unless approved in writing by the Board of Directors.
11. The resale fee will now be \$250 of the contract sale price. The Board will now require a mandatory reserve contribution of \$500 due at the point of sale to be paid by the buyer of the unit. Resale Certificates will include both of these amounts and be made available upon request when an offer has been made and accepted and the following information is provided to the Association: Buyer's name, contact phone number, email address, mailing address and Sale Price. A legal opinion letter is to be kept on file in the Business Office regarding this issue.