

**AFTER RECORDING, PLEASE RETURN TO:**

**Judd A. Austin, Jr.  
Henry Oddo Austin & Fletcher, P.C.  
1700 Pacific Avenue  
Suite 2700  
Dallas, Texas 75201**

**FOURTH SUPPLEMENTAL  
CERTIFICATE AND MEMORANDUM OF RECORDING  
OF DEDICATORY INSTRUMENTS FOR  
VIRIDIAN RESIDENTIAL ASSOCIATION, INC.**

STATE OF TEXAS           §  
  §  
COUNTY OF TARRANT   §

The undersigned, as attorney for the Viridian Residential Association, Inc., for the purpose of complying with Section 202.006 of the Texas Property Code and to provide public notice of the following dedicatory instruments affecting the members of the Viridian Residential Association, Inc., hereby states that the dedicatory instruments attached hereto are true and correct copies of the following:

- ***Viridan - Lake Club Rules and Regulations*** ("Exhibit A-1");
- ***List of Fines - Viridan Residential Association, Inc.*** ("Exhibit A-2"); and
- ***Viridan - Tennis Court & Sand Volleyball Court Guidelines*** ("Exhibit A-3").

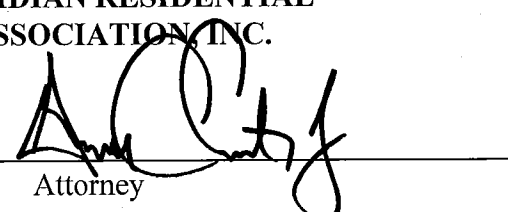
All members of the Viridian Residential Association, Inc. are subject to the foregoing dedicatory instruments.

IN WITNESS WHEREOF, the Viridian Residential Association, Inc. has caused this Fourth Supplemental Certificate and Memorandum of Recording of Dedicatory Instruments to be filed with the office of the Tarrant County Clerk, and serves to supplement that certain Certificate and Memorandum of Recording of Dedicatory Instruments for Viridian Residential Association, Inc., filed on December 28, 2012, and recorded as Instrument No. D212318007 in the Official Public Records of Tarrant County, Texas; that certain First Supplemental Certificate and Memorandum of Recording of Dedicatory Instruments for Viridian Residential Association, Inc., filed on April 25, 2014, and recorded as Instrument No. D214083556 in the Official Public Records of Tarrant County, Texas; that certain Second Supplemental Certificate and Memorandum of Recording of Dedicatory Instruments for Viridian Residential Association, Inc., filed on September 2, 2014, and recorded as Instrument No. D214191065 in the Official Public Records of Tarrant County, Texas; and that certain Third Supplemental Certificate and Memorandum of Recording of Dedicatory Instruments for Viridian Residential Association, Inc., filed on October 26, 2016, and recorded as Instrument No. D216251275 in the Official Public Records of Tarrant County, Texas. The dedicatory instruments attached hereto shall serve to replace any dedicatory instrument previously filed concerning the same subject matter.

**VIRIDIAN RESIDENTIAL  
ASSOCIATION, INC.**

By: \_\_\_\_\_

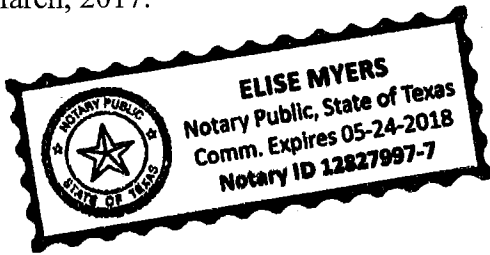
Its: Attorney

A handwritten signature in black ink, appearing to be 'A. O. J.', is written over a horizontal line. The signature is stylized and cursive.

STATE OF TEXAS           §  
  §  
COUNTY OF DALLAS       §

BEFORE ME, the undersigned Notary Public, on this day personally appeared Judd A. Austin, Jr., attorney for the Viridian Residential Association, Inc., known to me to be the person whose name is subscribed on the foregoing instrument and acknowledged to me that he executed the same for the purposes therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND AFFIRMED SEAL OF OFFICE on this 29<sup>th</sup> day of March, 2017.



*Elise Myers*  
\_\_\_\_\_  
Notary Public, State of Texas

## EXHIBIT A-1



# VIRIDIAN

## LAKE CLUB RULES & REGULATIONS

**DISCLAIMER** This list is not an exhaustive list of Rental Rules and Regulations. The Board of Directors (BOD) reserves the right to amend these policies and procedures, as they deem necessary.

- 1. Rental Hours: Monday-Thursday: 8:00 a.m. to 10:00 p.m.  
Friday, Saturday, and Sunday: 7:00 a.m. to 12:00 a.m.**
- 2. Right of Refusal:** The BOD reserves the right to refuse rental service and/or the use of certain caterers, vendors, designers, rental companies, disc jockeys, bands and any other party supplying goods or services.
- 3. Rental Area:** The specific area will be indicated on the rental agreement and does not allow for use of other areas within the Lake Club Area or community. The Renting Party is responsible for ensuring that guests remain in the area reserved. Outside pool and recreational areas will remain open to all Viridian Owners and their Guests during the scheduled event.
- 4. Terms of Use:** All Lake Club facilities are subject to the terms of the Facility Rental/Use Agreement, these Rules and Regulations, the Viridian Facility Use Guidelines, and all federal, state and local laws and ordinances.
- 5. Capacity:** Total participants must not exceed the posted room capacity. No more than the listed number of people may be in attendance for any rental function or deposit will be forfeited.
- 6. Set-Up and Clean-Up:** Time needed for set-up and cleaning after the event will need to be included in the time requested for the rental. The Renting Party is solely responsible for set-up and cleaning of the area at the conclusion of the event. Rental items must be located in the indicated area for pick up. None of the soft seating/furniture/accessories are to be moved or relocated during an event.
- 7. Deposit / Rental Fees:** The security deposit of \$500 is due, from the homeowner, at the time the completed application are submitted to secure a reservation. By definition, the security deposit will be applied to any charges assessed as a result of the Renting Party's failure to properly clean the premises, theft or damage of any Viridian property/facilities. If the deposit is insufficient to cover these costs, the Renting Party will

be liable for payment of any additional amounts owed. This amount owed will be charged to the homeowner's/member's account. Any amounts that remain unpaid could result in loss of amenity privileges. Subject to the remaining terms of the Facility Rental/Use Agreement and the Rules and Regulations, the remainder of the security deposit will be returned to the Renting Party only after the facilities have been inspected by management. Requests for refund of deposits will be submitted the next business day after the rental is complete. Deposit refunds could take 14-21 business days to process.

8. **Duration of Event:** Due to multiple scheduling of events, all reservations must begin and end at the time indicated on the Facility Rental/Use Agreement. The Renting Party shall arrange for all pick-ups and deliveries to be made the day of the event during the time the facilities are reserved. All material, products, and decorations provided by you, your caterers, beverage service, rental suppliers, musicians, etc. must be removed at end of rental. If items are not removed the day of the rental there will be a **\$250.00** daily storage fee that will be deducted from the security deposit.
9. **Supplies:** The Renting Party must furnish all necessary supplies for the event, as well as the cleaning of the facility after the event. Viridian Lake Club will provide broom, dustpan, mop and vacuum.
10. **Decorations:**
  - **Interior:** Decorations are NOT to be attached to any of the walls, painted surfaces or windows of any of the Lake Club facility. Candles and open flames are NOT permitted. The only exception is the use of "Sterno" type heating cans by caterers and birthday candles. Failure to follow these guidelines will result in forfeit of deposit.
  - **Prohibited:** Use of bird seed, rice, glitter, confetti, silly string or fireworks are NOT permitted.
11. **No Commercial Use:** Sales of products is PROHIBITED in the Lake Club facility or on Community grounds for the profit of any individual or commercial enterprise, money may not be exchanged for goods received or for fundraising purposes, except by invitation and/or approval of the Viridian Board of Directors.
12. **Alcohol:** Selling of alcoholic beverages is PROHIBITED. Alcohol may be served at an event ONLY by a professional bartending service. Current certificate of insurance showing proof of liquor liability insurance must be provided at the time of rental. The Viridian Residential Association Staff will arrange for the REQUIRED Security personnel at a cost of \$45 per hour. Liquor service must end at the time when your professional bartending service leaves the event or when your event ends, whichever occurs first.

Resident acknowledges that the Viridian Homeowner Association does not hold or maintain a liquor license, and this permission to serve alcoholic beverages does not constitute a liquor license. The Renting Party will be solely responsible for compliance with the liquor license laws of the State of Texas. No alcoholic beverages will be served to any person who is under 21 years old. All alcohol will remain within the confines of the rental area. If any person attending the event, whether invited or uninvited, is abusing or

misusing alcohol on the Lake Club premises, the Renting Party will take action to have such activities stopped, and if necessary, notify police to seek assistance. The Renting Party agrees to arrange alternative transportation for any attendee who is unable to safely and responsibly drive away from the event, due to intoxication. The Renting Party agrees that they are solely responsible for any claim or liability that arises as a result of the serving of alcoholic beverages at the Renting Party's event. If any persons appear to be over intoxicated, the Renting Party will notify proper Authorities to seek assistance with the enforcement of Texas State Law regarding driving while intoxicated.

13. **Guest Conduct:** The Owner/Renting Party is responsible for ensuring all guests adhere to the policies of the Viridian Homeowner Association and is responsible for all damages, including damages caused by attendees. Financial responsibility for any and all damages, as determined by the Board of Directors and/or CCMC management team, will be the sole responsibility of the Owner, as stated in section seven (7) Deposit/Rental Fee.
14. **Liability Waiver:** The Viridian Homeowner Association will not be liable for any injury to persons or property except as specifically set forth in the Facility Rental/Use Agreement. This limitation on liability includes, without limitation, the following: (a) accidents resulting in injury from setting-up the room or from use of any equipment that is operated; (b) illness resulting from food preparation; (c) lost, stolen or damaged property; or (d) mechanical problems associated with electrical, or heating/cooling. The Viridian Homeowner Association will make every effort to maintain all equipment in operational condition.
15. **Glassware:** Glassware is PROHIBITED inside the gated pool area.
16. **Tobacco Products:** Use of tobacco, e-cigarettes, cigar, and/or marijuana is PROHIBITED in the Lake Club facilities, parks and parking lots.
17. **Supervising:** Children under the age of 18 are permitted only under the supervision of a parent or guardian. At any event in which a majority of the attendees are under 18 years old, the Renting Party will assure that there is at least one adult chaperone present at all times for every ten (10) persons under 18 years old.
18. **Cleaning:** All areas are required to be returned in the condition they are received.
  - Remove all decorations.
  - Remove all trash and placed in the dumpster.
  - Sweep, mop floor and/or vacuum ( don't forget about the fingerprints on windows)
19. **Seasonal Decoratoinis:** Seasonal Decorations are not to be moved or rearranged during the rental of the facility. Failure to comply with this regulation will result in a \$500 fine.
20. **Catering for events:** One of the approved vendors provided in Appendix A. may provide Food and Beverages for the event.
21. **Furnishings for events:** One of the approved vendors provided in Appendix A, may provide tables, chairs or other items for the event.

## EXHIBIT A-2

### LIST OF FINES

#### VIRIDIAN RESIDENTIAL ASSOCIATION

##### **Architectural Control**

Failure to comply with a decision of the Architectural Control Committee after all appeal processes have been exhausted and the ACC decision has been affirmed by the Association Board of Directors - \$100.00 per week.

##### **Inoperable Vehicles**

Failure to comply with Inoperable Vehicle Rules - \$50.00 per day

##### **Leasing Policy**

All rentals must be for terms of at least six (6) months. Notice of any lease, together with such additional information as may be required by the Board, must be remitted to the Association by the Owner on or before the expiration of ten (10) days after the effective date of the lease. Failure to comply with the terms for rentals/lease - \$100.00 per day.

##### **Lot and Structure Maintenance**

Failure to keep and maintain a Lot or Parcel, and all improvements therein and thereon, in a well maintained, safe, clean and healthy condition - \$25.00 per day or the actual cost + 10% to the Association of bringing the Lot or Parcel into compliance with the minimum standards of the village.

Failure to keep weeds on vacant Lots or Parcels cut to a maximum height of 6 inches - \$50.00 per occurrence plus the actual cost of the Association having the weeds cut.

##### **Security**

Failure to comply with Village rules resulting safety violation – up to \$250.00 per occurrence.

##### **Pets**

Allowing a dog on the Common Properties except under owner control - \$25.00 per occurrence.

Failure to pick up and properly dispose of dog droppings deposited by an Owner's, Resident's or Invitee's dog on any Lot, Parcel or the Common Properties - \$250.00 per occurrence.

Allowing noise or odor emitted by, or discharge or waste from, any animal which can be seen, heard or smelled inside or outside the perimeter of the subject Owner's Lot or Parcel - \$100.00 per occurrence.

## **Signs**

Homeowners allowing a realtor sign which does not comply with the Viridian realtor/owner sign guidelines to be placed on a Lot, Parcel or the Common Properties - \$100.00 per day.

## **Traffic and Parking – (including but not limited to compliance with the City of Arlington ordinances)**

Parking a vehicle within 15 feet of a fire hydrant, 20 feet of a cross walk, 30 feet of an intersection without a stop sign, 45 feet of an intersection with a stop sign or in a marked No Parking zone. - \$50.00 per occurrence

Storing a vehicle on the streets (Vehicle storage is defined as parking a vehicle in the same location on any street for more than seventy-two (72) consecutive hours without movement.) - \$50.00 per day

Parking a vehicle which has a cloth car cover or similar device on any street - \$50.00 per day.

Parking of any commercial vehicle, vehicle displaying a conspicuous commercial sign, truck over 3/4 ton (excluding conventional vans, sport utility vehicles and pickups), bus, boat, jet ski, boat trailer, trailer, mobile home, golf cart, motorcycle, recreational vehicle, camper and any vehicle other than a conventional automobile on a street, alley or in any other location within Viridian other than within an enclosed garage. - \$25.00 per day.

Parking a vehicle in an alley or facing the wrong way on the street. - \$25.00 per occurrence.

## **Trash and Garbage**

Placement of recycle bin, garbage, lawn/shrub clipping, etc. at the base of driveway of an Owner's Lot before 6:00 PM on the day before scheduled City of Arlington garbage pick up - \$25.00 per occurrence.

Placement of recycle bin, garbage, lawn/shrub clippings, etc. at the curb in front of an Owner's Lot on a day when the City of Arlington has no scheduled garbage pickup - \$25.00 per occurrence plus the actual cost of the Association having the trash, garbage, lawn/shrub clippings etc. picked up and disposed.

Dumping of recycle bin, garbage, lawn/shrub clippings, etc. (except as covered above) on any Lot, Parcel or the Common Properties - \$100.00 per occurrence.

**List of Fines as Amended and Adopted on March 20, 2017.**



## EXHIBIT A-3

### Tennis Court Guidelines

Hours 7 AM – 11PM

The tennis courts are a private facility for use by Viridian Residents only.  
The following Guidelines apply:

All players must wear proper tennis attire and non-marking tennis shoes. Sandals, Crocs™ style, and open-toe shoes are not allowed.

Food, tobacco products, alcoholic beverages, and glass containers are prohibited in the court enclosure. Water or other non-alcoholic drink in a covered or closed plastic container is permitted.

Skates, skateboards, rollerblades, bikes and pets are prohibited in the court enclosure.

Supervision of young children by a parent /responsible adult/ sitter (age 13+) is strongly recommended.

Court reservations may be made using the Online Reservation System;

Times as follows:

Mon/Wed/Fri – 8:00AM – 1:00PM

Tues/Thurs – 4:00PM – 8:00PM

During times where no reservations exist, the courts are available on a first come-first serve basis. Any abuse of the reservation system (i.e. reserving a time and not showing up) may result in loss of the privilege to make court reservations. Cancellation of reservations must be at least 24 hours in advance of reservation time. Time limits are as follows:

Singles Play – 1 ½ hours court time including warm-up

Doubles Play – 2 hours court time including warm-up

**Sand Volleyball Court Guidelines** –

Hours 7 AM – 11PM

The Outdoor Sand Volleyball Court is a private facility for use by Viridian Residents only.

Glass containers are PROHIBITED on the court.

There are no court reservations, except for Viridian Residential Association sanctioned events. First come, first serve policy is in effect.

Supervision of young children by a parent/ responsible adult/ sitter (age 13+) is strongly recommended.

Hanging on volleyball nets is PROHIBITED.

Any and all damages or issues with equipment and or court must be reported to the Lake Club Staff immediately.

## EXHIBIT B

Those tracts and parcels of real property located in the City of Arlington, Tarrant County, Texas and more particularly described as follows:

- (a) All lots and tracts of land situated in **VIRIDIAN PHASE 1A, an Addition to the City of Arlington, Tarrant County, Texas, according to the Plat thereof recorded as Instrument No. D211082802 in the Plat Records of Tarrant County, Texas, as modified by Amended Plat recorded as Instrument No. D212094419;**
- (b) All lots and tracts of land situated in **VIRIDIAN VILLAGE 1B, an Addition to the City of Arlington, Tarrant County, Texas, according to the Plat thereof recorded as Instrument No. D212293489 in the Plat Records of Tarrant County, Texas;**
- (c) All lots and tracts of land situated in **VIRIDIAN VILLAGE 1C-1, an Addition to the City of Arlington, Tarrant County, Texas, according to the Plat thereof recorded as Instrument No. D212313248 in the Plat Records of Tarrant County, Texas;**
- (d) All lots and tracts of land situated in **VIRIDIAN VILLAGE 1C-2, an Addition to the City of Arlington, Tarrant County, Texas, according to the Plat thereof recorded as Instrument No. D213248742 in the Plat Records of Tarrant County, Texas;**
- (e) All lots and tracts of land situated in **VIRIDIAN VILLAGE 1A-1, an Addition to the City of Arlington, Tarrant County, Texas, according to the Plat thereof recorded as Instrument No. D213256211 in the Plat Records of Tarrant County, Texas;**
- (f) All lots and tracts of land situated in **VIRIDIAN VILLAGE 1E1A, an Addition to the City of Arlington, Tarrant County, Texas, according to the Plat thereof recorded as Instrument No. D214136088 in the Plat Records of Tarrant County, Texas;**
- (f) When annexed and made subject to the Community Charter for Viridian Residential Properties, all those tracts or parcels of real property

described on Exhibit "B" to the Community Charter for Viridian Residential Properties, recorded as Instrument No. D212104762 in the Official Public Records of Tarrant County, Texas.