

NOTICE OF FILING OF DEDICATORY INSTRUMENTS

FOR

COUNTRY VILLAS SUBDIVISION

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

THIS NOTICE OF FILING OF DEDICATORY INSTRUMENTS FOR COUNTRY VILLAS SUBDIVISION (this "Notice") is made this 27th day of January, 2016, by the Country Villas Homeowners' Association (the "Association").

WITNESSETH:

WHEREAS, Eagle Development of Texas, Inc., (the "Declarant"), prepared and recorded an instrument entitled "Declaration of Covenants, Conditions and Restrictions for Country Villas Subdivision, Carrollton, Texas", recorded on or about November 13, 1975, under Instrument/Document No. 197500394482, at Volume/Book 75224, Page 323 *et seq.*, of the Deed Records of Dallas County, Texas (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 planned development is located; and

WHEREAS, the Association desires to record the attached dedicatory instruments in the real property records of Dallas 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 Dallas 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.

COUNTRY VILLAS
HOMEOWNERS' ASSOCIATION,
a Texas non-profit corporation

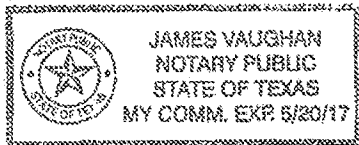
By: Jane W. Jamison
Printed Name: JANE W. JAMISON
Its: PRESIDENT

ACKNOWLEDGMENT

STATE OF TEXAS §
 §
COUNTY OF DALLAS §

BEFORE ME, the undersigned authority, on this day personally appeared Jane W. Jamison, President of Country Villas Homeowners' Association, 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 11th day of January, 2016. Provisional



J. Vaughan
Notary Public
State of Texas
5/20/17
My Commission Expires

AFTER RECORDING, RETURN TO:
Riddle & Williams, P.C.
3710 Rawlins Street, Suite 1400
Dallas, Texas 75219

G:\Notice ded\Country Villas\NGF

EXHIBIT "A"

DEDICATORY INSTRUMENTS

- A-1. Articles of Incorporation of Country Villas Homeowners' Association
(filed with Texas Secretary of State on 12-5-1975)
- A-2. Alternative Payment Plan Policy (adopted 4-6-2015)
- A-3. Document Inspection and Copying Policy (adopted 4-6-2015)
- A-4. Document Retention Policy (adopted 4-6-2015)
- A-5. First Amended and Restated Bylaws for Country Villas Homeowners' Association
(adopted 1-26-2016)

ARTICLES OF INCORPORATION
OF
COUNTRY VILLAS HOMEOWNERS' ASSOCIATION

Filed in the Office of the Secretary of State of Texas this 5 day of Dec 19 86 Mark Secretary, Corporation Division

We, the undersigned, natural persons of the age of one year or more, at least two of whom are citizens of the State of Texas, acting as incorporators of a corporation under the Texas Non-Profit Corporation Act, do hereby adopt the following Articles of Incorporation for a non-stock, non-profit corporation:

ARTICLE ONE

Definitions

The following words when used in these Articles of Incorporation, shall have the following meanings:

(a) "Corporation" shall mean and refer to the corporation incorporated hereunder.

(b) "Properties" shall mean and refer to the land and premises situated in Dallas County, Texas, and more particularly described by metes and bounds on Exhibit "A" attached hereto, and such additions thereto as may hereafter be brought within the jurisdiction of this Corporation by annexation as provided in the Declaration (as hereinafter defined).

(c) "Declaration" shall mean and refer to that certain Declaration of Covenants, Conditions and Restrictions applicable to the Properties and recorded or to be recorded in the office of the County Clerk of Dallas County, Texas, and as the same may be amended or supplemented from time to time as therein provided.

(d) "Common Properties" shall mean and refer to those areas of land designated as Common Properties on any recorded subdivision plat of the Properties and intended to be devoted to the common use and enjoyment of the Members (as hereinafter defined) of the Corporation, together with any and all improvements that are now or may hereafter be construed thereon.

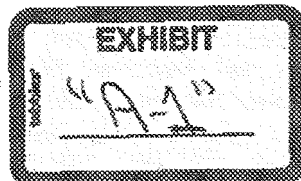
(e) "Lot" shall mean and refer to any plot or tract of land shown upon any recorded subdivision map of the Properties, as amended from time to time, which is designated as a lot therein and which is or is to be improved with a residential dwelling.

(f) "Owner" shall mean and refer to every person or entity who is a record owner of a fee or undivided fee interest in any Lot which is subject by virtue of the Declaration to assessment by the Corporation, including contract sellers, but excluding persons or entities who hold an interest merely as security for the performance of an obligation.

(g) "Members" shall mean and refer to each Owner as provided herein in Article Eight and Article Nine.

(h) "Declarant" shall mean and refer to Eagle Development of Texas, Inc., its successors and any assignee who shall receive by assignment from the said Eagle Development of Texas, Inc., all, or a portion, of its rights hereunder as such Declarant, by an instrument expressly assigning such rights as Declarant to such assignee.

(i) "PUD" shall mean and refer to this Planned Unit Development which consists of separately owned lots with contiguous or noncontiguous areas or facilities owned by the Association in which the owners of the lots have a membership interest. Title to the real estate under the dwelling units is held by the individual lot owners and not by the Association. The Association has title to and administers the common areas, and levies monthly charges against the lot owners for common area expenses. Membership in the Association cannot be severed from the ownership of an individual lot.



(j) "Unit" is the individual home, on its own lot, title to which is in the individual lot owner.

ARTICLE TWO

The name of the Corporation is COUNTRY VILLAS HOMEOWNERS' ASSOCIATION.

ARTICLE THREE

This Corporation does not contemplate pecuniary gain or profit to the Members thereof, and the specific purposes for which it is formed are to provide for maintenance, preservation and architectural control of and to promote the health, safety and welfare of the residents of the Properties, and to preserve the beautification of the Properties, and for these purposes:

(a) Subject to the other provisions of these Articles of Incorporation, to borrow money and to acquire (by gift, purchase or otherwise), own, hold, improve, build upon, operate, maintain, convey, sell, lease, transfer, dedicate for public use or otherwise dispose of real or personal property in connection with the affairs of the Corporation;

(b) To maintain unkept lands or trees;

(c) to exercise all of the powers and privileges and to perform all of the duties and obligations of the Corporation as set forth in the Declaration, and reference to the Declaration is hereby made for all purposes;

(d) To fix, levy, collect and enforce payment by any lawful means, all charges or assessments provided for by the terms of the Declaration and to pay all expenses in connection therewith and all office and other expenses incident to the conduct of the business of the Corporation, including any licenses, taxes or governmental charges which may be levied or imposed against the Common Properties or any other property owned by the Corporation;

(e) Insofar as permitted by law, to do any other thing that, in the opinion of the Board of Directors, will promote the common benefit and enjoyment of the residents of the Properties; provided, that no part of the net earnings of the Corporation shall inure to the benefit of or be distributable to any member, director or officer of the Corporation, or any private individual (except that reasonable compensation may be paid for services rendered to or for the Corporation effecting one or more of its purposes), and no Member, director or officer of the Corporation, or any private individual, shall be entitled to share in the distribution of any of the corporate assets on dissolution of the Corporation; and provided, further, that no part of the activities of the Corporation shall be carrying on propaganda in order to influence legislation, or otherwise attempting to influence legislation, or otherwise attempting to influence legislation, or participating or intervening in (including the publication or distribution of statements) any political campaign on behalf of any candidate for public office.

ARTICLE FOUR

The address of the initial registered office of the Corporation is 2708 Meadowstone Court, Carrollton, Texas 75006 and the name of its initial registered agent at such address is M. W. Pollock.

ARTICLE FIVE

The period of duration of the Corporation is perpetual.

ARTICLE SIX.

The business and affairs of the Corporation shall be managed by a Board of three (3) Directors, who need not be Members of the Corporation. The number of Directors may be changed by amendment of the By-Laws of the Corporation, but shall in no event be less than three (3) nor more than nine (9). The names and addresses of the persons who are to act initially in the capacity of Directors until the selection of their successors are:

<u>NAME</u>	<u>ADDRESS</u>
WALTER R. GAYNER	4262 Campus Drive Newport Beach, California 92660
M. W. POLLOCK	2708 Meadowstone Court Carrollton, Texas 75006
G. L. HOSBURG	4262 Campus Drive Newport Beach, California 92660

ARTICLE SEVEN

The name and street address of each Incorporator is:

<u>NAME</u>	<u>ADDRESS</u>
WILLIAM F. LOVELACE	3318 Highway 67 East, Suite #2018 Mesquite, Texas 75150
TED B. LYON	3434 Highway 67 East, Suite #101 Mesquite, Texas 75150
JAMES P. WHEELER	3434 Highway 67 East, Suite #101 Mesquite, Texas 75150

ARTICLE EIGHT

Every person or entity who is now or hereafter becomes an Owner shall automatically be a Member of the Corporation, and membership shall be appurtenant to and may not be separated from ownership of any Lot which is subject to assessment by the Corporation.

ARTICLE NINE

The Corporation shall have two classes of voting membership:

CLASS A. Class A Members shall be all Members with the exception of Declarant. Class A Members shall be entitled to one vote for each Lot in which they hold the interest required for membership. When more than one person holds such interest or interests in any Lot, all such persons shall be Members, and the vote for such Lot shall be exercised as they, among themselves, determine, but in no event shall more than one vote be cast with respect to any such Lot.

CLASS B. The Class B Member(s) shall be Declarant. The Class B Member(s) shall be entitled to three (3) votes for each Lot in which it holds the interest required for membership. When the total votes outstanding in the Class A membership equals the total votes outstanding in the Class B membership, then the Class B membership shall cease and be converted into

Class A membership. Notwithstanding any other provision of this Article, from and after May 1, 1980, the Class B-Member(s) shall be entitled to only one vote for each Lot in which it holds the interest required for membership.

ARTICLE TEN

When the Declaration requires that certain additions to the Properties be approved by this Corporation, such approval must be given by the Members as provided in Article Sixteen hereof.

ARTICLE ELEVEN

To the extent permitted by law, the Corporation may participate in mergers and consolidations with other non-profit corporations organized for the same purpose, PROVIDED that any such merger or consolidation must first have the assent of the Members as provided in Article Fifteen hereof.

ARTICLE TWELVE

The Corporation shall have power to mortgage, pledge, deed in trust, or hypothecate any or all of its real or personal property as security for money borrowed or debts incurred, PROVIDED that any such mortgage must first have the assent of the Members as provided in Article Fifteen hereof.

ARTICLE THIRTEEN

The Corporation shall have power to dedicate, sell or transfer all or any part of the Common Properties to any public agency, authority or utility for public use, PROVIDED that no such dedication, sale or transfer shall be effective unless it shall have been assented to by the Members as provided in Article Fifteen in accordance with the approval of the holders of first lien mortgages on PUD Units as provided in Article Twelve hereof.

ARTICLE FOURTEEN

The Corporation may be dissolved only with the assent of the Members as provided in Article Fifteen hereof and Corporation must also obtain prior written consent from the City of Carrollton, Texas prior to dissolution.

ARTICLE FIFTEEN

(a) Subject to the provisions of Paragraph (c) of this Article, any action described in Article Ten, Article Eleven, Article Twelve, Article Thirteen, Article Fourteen and/or Article Fifteen hereof shall require the assent of two-thirds (2/3) of each class of Members who are voting in person or by proxy at a meeting duly called for that purpose, written notice of which shall be given to all Members at least fifteen (15) days in advance of the date appointed for the meeting. The notice shall set forth the purpose of such meeting. Further, the provisions of this Article as they relate to dissolution shall also require the prior written consent of the City of Carrollton, Texas.

(b) The quorum required for any action referred to in Paragraph (a) of this Article shall be as follows: At the first meeting called, the presence at the meeting of Members, or of proxies, entitled to cast sixty percent (60%) of the votes of each class of membership shall constitute a quorum. If a quorum is not present at the first meeting, a second meeting may be called, subject to the notice requirement hereinabove set forth, and a quorum at such second meeting shall be one-half (1/2) of the required quorum at the preceding meeting; provided, however, that if a quorum is not present at the first meeting, the second meeting shall be held within sixty (60) days following the first meeting.

(c) Any provision of these Articles of Incorporation to the contrary notwithstanding, any action described in Article Ten, Article Eleven, Article Twelve, Article Thirteen, Article Fourteen and/or Article Fifteen hereof may be taken, if allowed by law, with the assent given in writing and signed by two-thirds (2/3) of the Members of each class, and prior written notice and approval of the first line holder and the City of Carrollton, Texas.

(d) The notice, voting and quorum requirements for all other action to be taken by the Corporation shall be as set forth in its By-Laws, as amended from time to time.

ARTICLE SIXTEEN

Amendment to these Articles shall require the assent of seventy-five percent (75%) of the entire membership, PROVIDED that no amendment of Articles Eight and Nine (membership and voting rights) or Fifteen shall be effective except as provided in the Declaration. The provisions of Articles Eight and Nine and Fifteen have been incorporated into the Declaration and are part of the property interest created thereby. Further, the Owners' Association shall notify in writing all institutional holders of first mortgage liens on units in the PUD for (i) abandonment or termination of the PUD; (ii) any material amendment to the Declaration, By-Laws or Articles of Incorporation and (iii) the effectuation of any decision by the Owners Association to terminate professional management and assume self-management of the PUD. In respect to any professional management contract entered into by Owners' Association, same will be terminable by the Owners' Association for cause upon thirty (30) days' written notice thereof, and the term of any such agreement may not exceed one (1) year, renewable by agreement of the parties for successive one-year periods.

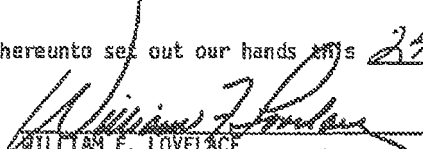
ARTICLE SEVENTEEN

Upon dissolution of the Corporation, other than incident to a merger or consolidation, the assets both real and personal of the Corporation shall be dedicated to an appropriate public agency to be devoted to purposes as nearly as practicable the same as those to which they were required to be devoted by the Corporation. In the event that such dedication is refused acceptance, such assets shall be granted, conveyed and assigned to any non-profit corporation, association, trust or other organization engaged in activities substantially similar to those of the Corporation and which are qualified as exempt organizations under the Internal Revenue Code of 1954, or the corresponding provisions of any future United States Internal Revenue law.

ARTICLE EIGHTEEN

As long as there is Class B membership, the following actions will require prior approval of the Federal Housing Administration or the Veterans Administration: (i) annexation of additional properties, (ii) mergers and consolidations, (iii) mortgaging of the Common Properties, (iv) dedication of Common Properties, (v) dissolution, and (vi) amendment of these Articles.

IN WITNESS WHEREOF, we have hereunto set out our hands this 24th day of September, 1975.


WILLIAM F. LOVELACE


TED B. LYON



JAMES P. WHEELER

STATE OF TEXAS |

COUNTY OF DALLAS |

I, NEICOLE WOODALL, a Notary Public in and for said County and State, do hereby certify that on this 21st day of September, 1975, personally appeared before me, WILLIAM F. LOVELACE, TED B. LYON, and JAMES P. WHEELER, and that each being by me duly sworn, they severally declared that they are the persons who signed the foregoing document as Incorporators and that the statements contained therein are true.

IN WITNESS WHEREOF, I have this day and year written above given under my hand and seal of office.


Neicole Woodall
Notary Public in and for
Dallas County, T E X A S

MY COMMISSION EXPIRES:

June 1, 1977

COUNTRY VILLAS HOMEOWNERS' ASSOCIATION

ALTERNATE PAYMENT PLAN POLICY

WHEREAS, pursuant to Section 209.0062 of the Texas Property Code, the Board of Directors of Country Villas Homeowners' Association (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").

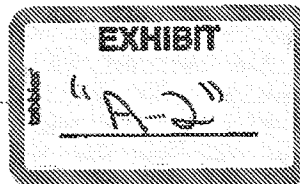
1. Purpose. The purpose of this Policy is to assist Owners in remedying delinquencies and remaining current on the payment of amounts owed to the Association by establishing orderly procedures by which Owners may make partial payments to the Association for amounts owed without accruing additional penalties.

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 the prior two year period; and
- c) The Owner must submit 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 Country Villas Homeowners' Association, c/o M.L.L. Bookkeeping, P.O. Box 113346, Carrollton, Texas 75011-3346.



- b) Term. The term of the payment plan or schedule will be determined by the Board on a case by case basis. The term, however, shall not be shorter than 3 months or longer than 18 months. The Owner must make an initial down payment of a percentage to be determined by the Board 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. 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 may be made through auto draft bill payment, in 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 nor

longer than eighteen (18) 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 Country Villas Homeowners' Association Subdivision and the Bylaws of Country Villas Homeowners' Association 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 April 1, 2015, 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 4/6/15, and has not been modified, rescinded or revoked.

DATE: 4/6/15

[Signature]
SECRETARY

COUNTRY VILLAS HOMEOWNERS' ASSOCIATION

DOCUMENT INSPECTION AND COPYING POLICY

WHEREAS, pursuant to Section 209.005(l) of the Texas Property Code, the Board of Directors of Country Villas Homeowners' Association (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.

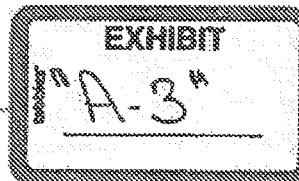
NOW, THEREFORE, IT IS RESOLVED, in order to comply with the procedures set forth by Chapter 209 of the Texas Residential Property Owners Protection Act, that the following procedures and practices are established for the compilation, production and reproduction of the Association's books and records, 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:

Country Villas Homeowners' Association
2708 Meadowstone Court
Carrollton, Texas. 75006

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.

As 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, blue-line, 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.

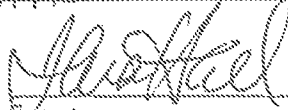
8. Payment. Upon receipt of a request to inspect and/or copy documents, the Association may require the Requesting Party to pay the estimated costs associated with production and copying in advance. If the estimated cost of compilation, production and reproduction is different from the actual cost, the 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 on April 1, 2015, 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 4/9/15 and has not been modified, rescinded or revoked.

DATE: 4/10/15


Secretary

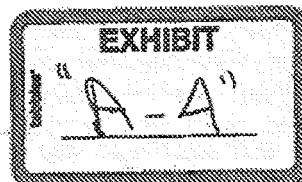
COUNTRY VILLAS HOMEOWNERS' ASSOCIATION

DOCUMENT RETENTION POLICY

WHEREAS, pursuant to Section 209.005(m) of the Texas Property Code, the Board of Directors of Country Villas Homeowners' Association (the "Association") is required to adopt a document retention policy for 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 maintenance and retention of the Association's books, records and related documents, and the same are to be known as the "Document Retention Policy" of the Association.

1. Purpose. The purpose of this Document Retention Policy is to ensure that the necessary records and documents of the Association are adequately protected and maintained.
2. Administration. The Association is in charge of the administration of this Document Retention Policy and the implementation of processes and procedures to ensure that the Records Retention Schedule attached as Exhibit "A" is followed. The Board is authorized to make modifications to this Records Retention Schedule from time to time to ensure that it is in compliance with local, state and federal laws and that the schedule includes the appropriate document and record categories for the Association.
3. Suspension of Record Disposal in Event of Litigation or Claims. In the event the Association is served with any subpoena or request for documents or the Association becomes aware of a governmental investigation or audit concerning the Association or the commencement of any litigation against or concerning the Association, all documents relating or pertaining to such investigation, claim or litigation shall be retained indefinitely, and any further disposal of documents shall be suspended and shall not be reinstated until conclusion of the investigation or lawsuit, or until such time as the Board, with the advice of legal counsel, determines otherwise.
4. Applicability. This Document Retention Policy applies to all physical records generated in the course of the Association's operation, including both original documents and reproductions. It also applies to electronic copies of documents. Any electronic files that fall under the scope of one of the document types on the Records Retention Schedule below will be maintained for the appropriate amount of time. Documents that are not listed on Exhibit "A", but are substantially similar to those listed in the Records Retention Schedule, should be retained for a similar length of time.
5. Definitions. The definitions contained in the Declaration of Covenants, Conditions and Restrictions for Country Villas and the Bylaws of Country Villas are hereby incorporated herein by reference.



IT IS FURTHER RESOLVED that this Document Retention 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 4/4/15, and has not been modified, rescinded or revoked.

DATE: 4/4/15



Secretary

EXHIBIT A -- RECORD RETENTION SCHEDULE

A. GOVERNING DOCUMENTS

All copies of governing documents including but not limited to the Declaration of Covenants, Conditions, and Restrictions for Country Villas Subdivision (the "Declaration"), the Bylaws of Country Villas Homeowners' Association (the "Bylaws"), the Articles of Incorporation of Country Villas Homeowners' Association (the "Articles"), any rules, regulations or resolutions of the Board of Directors, and any amendments and supplements thereto

Permanently

B. FINANCIAL RECORDS

Financial records, including each year's budget, tax returns, audits of the Association's financial books and records, copies of all bills paid by the Association or to be paid, the Association's checkbooks and check registers

7 years

C. RECORDS OF OWNERS' ACCOUNTS

Owners' account records, including assessment account ledgers, architectural review records, violation records, records of fines and any disputes from the owner

5 years

D. CONTRACTS

Copies of the final, executed contracts with a term of 1 year or more entered into by the Association (and any related correspondence, including any proposal that resulted in the contract and all other supportive documentation)

4 years after expiration or termination

E. MEETING MINUTES

Minutes of Annual and Special Meetings of the Members, minutes of Board meetings, and minutes of committee meetings (if any)

7 years

FIRST AMENDED BYLAWS
OF
COUNTRY VILLAS HOMEOWNERS' ASSOCIATION, INC.

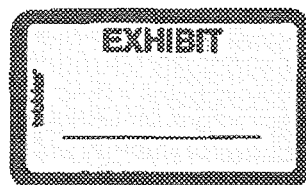


Table of Contents

	Page
Article I	
<u>Name, Principal Office and Definitions</u>	3
Section 1.1. Name	3
Section 1.2. Principal Office	3
Section 1.3. Definitions	3
Article II	
<u>Association: Membership, Meetings, Quorum, Voting, Proxies</u>	4
Section 2.1. Membership	4
Section 2.2. Place of Meetings	4
Section 2.3. Annual Meetings	4
Section 2.4. Special Meetings	4
Section 2.5. Notice of Meetings	4
Section 2.6. Waiver of Notice	4
Section 2.7. Adjournment of Meetings	5
Section 2.8. Voting Rights	5
Section 2.9. Voting Methods	5
Section 2.10. Majority	6
Section 2.11. Quorum	6
Section 2.12. Conduct of Meetings	6
Section 2.13. Telephonic and Electronic Meetings	6
Section 2.14. Adjournments of Meetings	6
Section 2.15. Recount of Votes	7
Article III	
<u>Board of Directors; Number, Term, Powers, Meetings</u>	7
A. Composition and Selection	7
Section 3.1. Governing Body; Composition	7
Section 3.2. Number of Directors	8
Section 3.3. Nomination and Election Procedures	8
Section 3.4. Election and Term of Office	9
Section 3.5. Removal of Directors; Vacancies	9
B. Meetings	9
Section 3.6. Organizational Meetings	9
Section 3.7. Regular Meetings	9
Section 3.8. Special Meetings	10
Section 3.9. Notice to Members	10
Section 3.10. Action Outside of Meeting	10

Section 3.11	Waiver of Notice.....	11
Section 3.12.	Telephonic and Electronic Meetings	11
Section 3.13.	Quorum of Board	11
Section 3.14	Adjournments of Board Meetings.....	12
Section 3.15.	Compensation	12
Section 3.16.	Conduct of Meetings.....	12
Section 3.17.	Open Meetings.....	12
Section 3.18.	Action Without a Formal Meeting.....	12
C.	Powers and Duties.....	13
Section 3.19.	Powers.....	13
Section 3.20.	Duties	13
Section 3.21.	Management.....	14
Section 3.22.	Accounts and Reports	14
Section 3.23.	Borrowing	15
Section 3.24.	Rights of the Association.....	15
Section 3.25.	Enforcement.....	15
 Article IV		
	<u>Officers</u>	17
Section 4.1.	Officers	17
Section 4.2.	Election and Term of Office	18
Section 4.3.	Removal and Vacancies	18
Section 4.4.	Powers and Duties.....	18
Section 4.5.	Resignation	18
Section 4.6.	Agreements, Contracts, Deeds, Leases, Checks, etc.....	18
Section 4.7.	Compensation	18
 Article V		
	<u>Committees</u>	19
Section 5.1.	General.....	19
 Article VI		
	<u>Miscellaneous</u>	19
Section 6.1.	Fiscal Year	19
Section 6.2.	Conflicts.....	19
Section 6.3.	Books and Records	19
Section 6.4.	Notices	20
Section 6.5.	Amendment.....	20

FIRST AMENDED BYLAWS
OF
COUNTRY VILLAS HOMEOWNERS ASSOCIATION, INC.

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

This FIRST AMENDED BYLAWS OF COUNTRY VILLAS HOMEOWNERS ASSOCIATION (these " Bylaws") is adopted by the COUNTRY VILLAS HOMEOWNERS ASSOCIATION (the "Association").

WHEREAS, Eagle Development of Texas, Inc., (the "Declarant"), prepared and recorded an instrument entitled "Declaration of Covenants, Conditions and Restrictions for Country Villas Subdivision, Carrollton, Texas", recorded on or about November 13, 1975, under Instrument/Document No. 197500394482, at Volume/Book 75224, Page 323 *et seq.*, of the Deed Records of Dallas County, Texas (the "Declaration"); and

WHEREAS, the original Bylaws of the Association were adopted by the Association's Board of Directors on the 25th of September, 1975 (the "Original Bylaws"); and

WHEREAS, Article XVII, Section 1 of the Original Bylaws provides that the Original Bylaws may be amended at a regular or special meeting of the Members if notice of such proposed action be contained in the notice of such special meeting; and

WHEREAS, Article XII, Section 7 of the Original Bylaws provides that the vote of Members entitled to cast a majority of the votes thus represented at a meeting at which a quorum is present shall be the act of the Members meeting, unless the vote of a greater number is required by law, the Declaration, the Articles or the Original Bylaws.

WHEREAS, at the special meeting held on _____, 2015, a majority of the Members present in person or by proxy at a meeting assented to and approved the attached Bylaws, which amend the Original Bylaws; and

WHEREAS, these attached Bylaws supersede and replace the Original Bylaws and any amendments thereto and provide as follows:

Article I
Name, Principal Office and Definitions

Section 1.1. Name. The name of the Association shall be Country Villas Homeowners (the "Association" or "Corporation").

Section 1.2. Principal Office. The principal office of the Association in the State of Texas shall be located in Dallas County, Texas. The Association may have such other offices, either within or outside the State of Texas, as the Board may determine or as the affairs of the Association may require.

Section 1.3. Definitions. The words used in these Bylaws shall be given their ordinary, commonly understood definitions. Capitalized terms shall have the same meaning as set forth in the Declaration of Covenants, Conditions and Restrictions for Country Villas Subdivision, Carrollton, Texas (said Declaration, as amended, renewed or extended from time to time, is hereinafter sometimes referred to as the "Declaration"), unless the context shall otherwise require. These terms include, but are not limited to, the following:

(a) "Corporation" shall mean and refer to Country Villas Homeowners' Association, a Texas non-profit corporation.

(b) "Properties" shall mean and refer to the land and premises described in the Declaration, and such additions thereto as may hereafter be brought within the jurisdiction of the Corporation by annexation as provided in the Declaration.

(c) "Common Properties" shall mean and refer to those areas of land designated as Common Properties on any recorded subdivision plat of the Properties, and intended to be devoted to the common use and enjoyment of the Members (hereinafter defined) of the Corporation, together with any and all improvements that are now or may hereafter be constructed thereon.

(d) "Lot" shall mean and refer to any plot or tract of land shown upon any recorded subdivision map of the Properties, together with any and all improvements that are now or may hereafter be constructed thereon, including the homes, with the exception of the Common Properties and other areas reserved by the developer on such recorded plat of the Properties.

(e) "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title to any Lot situated upon the Properties, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

(f) "Governing Documents" shall mean and refer to the Declaration, these Bylaws, the Articles, any policies, any rules and regulations, and any other dedicatory instruments of the Association, as each may be amended from time to time.

(g) "First Mortgage" shall mean any mortgage which is not subject to any lien or

encumbrance except the taxes or other liens which are given priority by statute or agreement.

(h) "Cumulative Voting" shall mean a procedure for voting for the election of directors whereby a Member is entitled to one vote for each position on the Board to be filled and is entitled to cumulate or aggregate all of his or her votes for one candidate.

Article II

Association: Membership, Meetings, Quorum, Voting, Proxies

Section 2.1. Membership. Each Owner of a Lot shall be a Member of the Association, as more fully set forth in the Declaration. The provisions of the Declaration pertaining to membership are specifically incorporated herein by reference.

Section 2.2. Place of Meetings. Meetings of the Association shall be held at the Clubhouse located at 2708 Meadowstone Court in the Association or at such other suitable place convenient to the Members as the Board may designate.

Section 2.3. Annual Meetings. Annual meetings shall be set by the Board so as to occur on the fourth Thursday of May if not a legal holiday, and if a legal holiday, then on the next calendar day following at 7:30 o'clock p.m.

Section 2.4. Special Meetings. The President may call special meetings. In addition, it shall be the duty of the President to call a special meeting if so directed by resolution of a majority of the Board or upon a petition signed by Members representing at least ten percent (10%) of the total votes of the Association.

Section 2.5. Notice of Meetings. Written or printed notice stating the place, day and hour of any meeting of the Members shall be delivered, either personally, by mail or by electronic mail, to each Member not less than ten (10) nor more than sixty (60) days before the date of such meeting, by or at the direction of the President or the Secretary or the officers or persons calling the meeting. Each Member must keep an updated electronic mail address registered with the Association.

In the case of a special meeting or when required by statute or these Bylaws, the purpose or purposes for which the meeting is called shall be stated in the notice. No business shall be transacted at a special meeting except as stated in the notice.

If mailed, the notice of a meeting shall be deemed to be delivered when deposited in the United States mail addressed to the Member at his address as it appears on the records of the Association, with postage thereon prepaid. If electronically mailed, the notice of a meeting shall be deemed to be delivered when the Association electronically transmits the notice to the Member's registered electronic mail address as it appears on the records of the Association.

Section 2.6. Waiver of Notice. Waiver of notice of a meeting of the Members shall be deemed the equivalent of proper notice. Any Member may, in writing, waive notice of any

meeting of the Members, either before or after such meeting. Attendance at a meeting by a Member shall be deemed waiver by such Member of notice of the time, date and place thereof, unless such Member specifically objects to lack of proper notice at the time the meeting is called to order. Attendance at a special meeting also shall be deemed waiver of notice of all business transacted unless an objection on the basis of lack of proper notice is raised before the business is put to a vote.

Section 2.7. Adjournment of Meetings. If any meeting of the Association cannot be held because a quorum is not present, one additional meeting may be called (the "second meeting"), subject to the notice requirements set forth in Section 2.5, and the required quorum at such second meeting shall be one-half (1/2) of the required quorum at the first meeting. The second meeting shall not be held more than sixty (60) days following the first meeting.

The Members present at a duly called or held meeting at which a quorum is present may continue to do business until adjournment, notwithstanding the withdrawal of enough Members to leave less than a quorum, provided that any action taken is approved by Members representing at least a majority of the votes required to constitute a quorum.

Section 2.8. Voting Rights. The voting rights of the Members shall be as set forth in the Declaration and these Bylaws, and the Declaration's voting rights provisions are specifically incorporated herein.

Section 2.9. Voting Methods. Unless otherwise provided in the Declaration, Bylaws, or Articles of Incorporation (collectively, the "Governing Documents"), Members may vote by one or more of the following methods: in person, by proxy, by absentee ballot or by electronic ballot. The Association is not required to provide Members with more than one voting method; provided, however, Members must be allowed to vote by absentee ballot or by proxy. Electronic ballot means a ballot given by (i) electronic mail, (ii) facsimile, or (iii) posting on an Internet website, for which the identity of the Member can be confirmed and for which the Member may receive a receipt of the transmission and receipt of the Member's ballot. All proxies, absentee ballots and electronic ballots shall be in writing, dated, signed by the Member and filed with the Secretary or other person designated by the Board to receive proxies/ballots before the appointed time of each meeting. The Board may elect to allow Members to cast their votes by secret ballot unless the vote is cast for those items listed in Section 209.0058(a) of the Texas Property Code (the "Code") (i.e., votes (1) cast outside a meeting, (2) to elect or remove a director, (3) to vote on an amendment). If so elected, the Board shall take measures to reasonably ensure that (i) a Member cannot cast more votes than the Member is eligible to cast in an election or vote; (ii) the Association counts each vote cast by a Member that the Member is eligible to cast; and (iii) in any election for the Board, each candidate may name one person to observe the counting of the ballots, provided that this does not entitle any observer to see the name of the person who cast any ballot, and that any disruptive observer may be removed from the area where the ballots are being counted. Each proxy must also identify the proxy holder and the purpose of the meeting for which the proxy is given. If an electronic ballot is posted on an Internet website, a notice of the posting shall be sent to each Member that contains instructions on obtaining access to the website posting. Proxies and absentee ballots shall be deemed to have been filed upon the Secretary's or other designated person's receipt of the proxy/absentee ballot by mail, facsimile or

hand delivery. Ballots cast electronically shall be deemed to have been filed upon the Secretary's or other designated person's receipt of the electronic ballot as evidenced by a facsimile confirmation receipt or an electronic transmission receipt. The Board may establish rules governing when ballots must be filed with the Association in order to be valid for use at a meeting. Electronic ballots which are electronically mailed from the Member's registered electronic mail address shall be deemed to be signed by the Member.

Every proxy shall be revocable and shall automatically cease upon conveyance by the Member of such Member's Lot, or upon receipt of notice by the Secretary of the death or judicially declared incompetence of a Member, or of written revocation, or upon the expiration of eleven (11) months from the date of the proxy. Any proxy designated for a meeting which is adjourned, recessed or rescheduled, is valid for the reconvened meeting unless the proxy is revoked or terminated in writing prior thereto.

Section 2.10. Majority. As used in these Bylaws, the term "majority" shall mean those votes of the Members totaling more than fifty percent (50%) of the total votes in the community.

Section 2.11. Quorum. The presence in person, by proxy, by absentee ballot or by electronic ballot of Members representing at least ten percent (10%) of the votes of all Members shall constitute a quorum at all special meetings of the Association. Members who are present in person, by proxy, by absentee ballot or by electronic ballot at an annual meeting, shall constitute a quorum at all annual meetings of the Association. Absentee or electronic ballots may be counted towards a quorum only for items appearing on the ballot.

Section 2.12. Conduct of Meetings. The President shall preside over all meetings of the Association, and the Secretary shall keep the minutes of the meeting and record in a minute book all resolutions adopted at the meeting, as well as a record of all transactions occurring at the meeting.

Section 2.13. Telephonic and Electronic Meetings. Subject to Board approval, Members of the Association may participate in and hold meetings of the Association by means of conference telephone or similar communications equipment, or another suitable electronic communications system, including videoconferencing technology or the Internet, or any combination, if the telephone or other equipment or system permits each person participating in the meeting to communicate with all other persons participating in the meeting. If voting or an election is to take place outside of a meeting, including voting by electronic or telephonic means, the Board must (i) provide notice of the election or vote to all Members entitled to vote on any matter under consideration not later than the 20th day before the latest date on which a ballot may be submitted to be counted, (ii) implement reasonable measures to verify that every person voting at the meeting by means of remote communications is sufficiently identified; and (iii) keep a record of any vote or other action taken. Participation in the meeting constitutes presence in person at the meeting, except where a person participates in the meeting for the express purpose of objecting to the transaction of any business on the ground that the meeting is not lawfully called or convened.

Section 2.14 Adjournment of Meeting. At any meeting of the Association, at which a quorum is present, a majority of the Members present at the meeting, either in person or by proxy, may move to adjourn the meeting to another time or place.

Section 2.15 Recount of Votes. A Member may request a recount of the votes cast by the Members at a meeting no later than the 15th day after the later of (i) the date of the meeting of Members at which the election or vote was held, or (ii) the date of the announcement of the results of the election or vote. A demand for a recount must be submitted in writing either by verified mail or by delivery by the United States Postal Service with signature confirmation service to the Association's mailing address as reflected on the certificate required to be recorded pursuant to Section 209.004 of the Code (the "Management Certificate"); or in person to the managing agent as reflected on the latest Management Certificate or to the address to which absentee and proxy ballots are mailed. Upon the Board's timely receipt of a written request for a recount, the Board shall estimate the costs for performance of the recount by a person qualified to tabulate votes under the Code and must send an invoice for the estimated costs to the requesting Member at the Member's last known address according to the Association's records not later than the 20th day after the date the Association receives the Member's demand for the recount. The Member demanding a recount must pay the invoice in full to the Association on or before the 30th day after the date the invoice is sent to the Member. If the invoice is not paid by the deadline prescribed above, the Member's demand for a recount is considered withdrawn and a recount is not required. If the estimated costs are lesser or greater than the actual costs, the Association shall send a final invoice to the Member on or before the 30th business day after the date the results of the recount are provided. If the final invoice includes additional amounts owed by the Member, any additional amounts not paid to the Association before the 30th business day after the date the invoice is sent to the Member may be added to the Member's account as an assessment. If the estimated costs exceed the final invoice amount, the Member is entitled to a refund. The refund shall be paid to the Member at the time the final invoice is sent under this Section 2.15.

Following receipt of payment of the invoice for the cost of the recount, the Association shall engage the services of a person qualified to tabulate the votes. This person must (i) not be a Member of the Association or related to a Member of the Board; and (ii) be a current or former county judge, county elections administrator, justice of the peace, county voter registrar, or a person mutually agreed upon by the Board and each requesting Member. On or before the 30th day after the date of receipt of payment for the recount the recount must be completed and the Association shall provide written notice of the results of the recount to each Member who requested the recount. If the recount changes the results of the election, the Association shall reimburse the requesting Member for the cost paid by the Member for the recount not later than the 30th day after the date the results of the recount are provided. Any action taken by the Board in the period between the initial election vote tally and the completion of the recount is not affected by any recount.

Article III

Board of Directors; Number, Term, Powers, Meetings

A. Composition and Selection.

Section 3.1. Governing Body: Composition. The affairs of the Association shall be governed by a Board, each of whom shall have one vote. Directors shall be Members or spouses of such Members; provided, however, no person and his or her spouse may serve on the Board at the same time unless each spouse is a Member of the Association. In the case of a Member which is not a natural person (i.e., a corporation, partnership, limited liability corporation, trust, or other business organization), the person designated in writing to the Secretary of the Association as the representative of such Member shall be eligible to serve as a director. Members who have been convicted of a felony or crime involving moral turpitude not more than twenty (20) years before evidence of such conviction is presented to the Board may also not serve as a Director.

Section 3.2. Number of Directors. The Board shall consist of seven (7) directors, as provided in Section 3.4.

Section 3.3. Nomination and Election Procedures.

(a) Nominations. Nominations for election to the Board, if any, may be made from the floor, by written request of a Member to the Secretary or other person. At least ten (10) days before the date the Association disseminates absentee ballots or other ballots to the members for purposes of voting in a Board election, the Association must provide notice to the Members soliciting candidates interested in running for a position on the Board. The notice must contain instructions for an eligible candidate to notify the Association of the candidate's request to be placed on the ballot and the deadline to submit the candidate's request. The deadline may not be earlier than the tenth (10th) day after the date the Association provides the notice required hereunder. The notice must be provided to the Members in the same method as provided in Section 3.9 of these Bylaws. Any Member whose nomination is received by the Secretary or other designated person at least three (3) days prior to the delivery of the annual meeting notice, shall be included on the proxy/absentee ballot of the Association provided with the notice of the annual meeting. Any Member whose nomination is received after this period as well as any Member nominated from the floor at the annual meeting shall be included among the nominees running for election to the Board. A change in the list of nominees after the date that the annual meeting notice is sent shall not constitute an amendment to the motion to elect directors. All candidates shall have a reasonable opportunity to communicate their qualifications to the Members and to solicit votes. The Board may adopt additional rules governing the procedures for the nomination of directors.

(b) Election Procedures. Each Member may cast all votes attributed to the Lots which such Member represents for each vacancy to be filled. A candidate, or his or her parent, child, brother, sister, grandparent, grandchild, great grandparent, great grandchild, aunt, or uncle may not count the votes for an election. A person who is authorized to count votes (or who performs a recount under Section 2.15) may not disclose to any other person how a Member voted; provided, however, that in the event of a recount, the person conducting the recount may be provided access to the ballots for purposes of the recount. Each candidate for election to the Board may name one person to observe the counting of the ballots, provided that this does not entitle any observer to see the name of the person who cast any ballot, and that any disruptive

observer may be removed from the meeting. There shall be no cumulative voting (see Section 1.3 for definition). That number of candidates equal to the number of positions to be filled and who receive the greatest number of votes shall be elected. The directors elected by the Members shall hold office until the expiration of his or her term and until his or her successor is duly elected and qualified. Directors may be elected to serve any number of consecutive terms.

Section 3.4. Election and Term of Office. At each annual meeting, directors shall be elected for staggered terms with four (4) directors being elected in even-numbered years and three (3) directors being elected in odd-numbered years. Directors shall hold office until their respective terms have expired and their successors have been duly elected and qualified. At the expiration of the term of office of each such member of the Board of Directors and at each annual meeting thereafter, a successor shall be elected by the Members to serve for a term of two (2) years.

Section 3.5. Removal of Directors; Vacancies. Any director may be removed, with or without cause, by the vote of the Members holding a majority of the votes entitled to be cast for the election of such director. Any director whose removal is sought shall be given notice prior to any meeting called for that purpose. Upon removal of a director, a successor shall then and there be elected by the Members to fill the vacancy for the remainder of the term of such director.

If the Board is presented with written, documented evidence from a database or other record maintained by a governmental law enforcement authority that a Director was convicted of a felony or crime involving moral turpitude not more than twenty (20) years before the date the Board is presented with the evidence, then the Director shall be automatically disqualified from service on the Board, and a successor may be appointed by the Board to fill the vacancy for the remainder of the term.

In the event of the death, disability or resignation of a director, a vacancy may be declared by the Board, and it may appoint a successor to serve for the remainder of the term of such director. Alternatively, the Board may call for an election for the purpose of electing a successor to fill any such vacancy on the Board. In such case, the Members shall be entitled to elect a successor to serve for the remainder of the term of such director.

B. Meetings.

Section 3.6. Organizational Meetings. The first meeting of the Board following each annual meeting of the Membership shall be held at such time and place as shall be fixed by the Board. The Board shall announce the actions taken at the organizational meeting, including the election of officers, at the next Board meeting and record those actions in the minutes of that meeting.

Section 3.7. Regular Meetings. Regular monthly meetings of the Board may be held at such time and place as shall be determined from time to time by a majority of the directors, but at least twelve (12) such meetings shall be held during each fiscal year with at least one (1) per month. Regular meetings, except those held by electronic or telephonic means, must take place in Dallas County or in any county adjacent thereto. Notice of the date, time and place of the

meeting shall be communicated to directors no less than four (4) days prior to the meeting; provided, however, notice of a meeting need not be given to any director who has signed a waiver of notice or a written consent to holding of the meeting.

Section 3.8. Special Meetings. Special meetings of the Board shall be held when called by written notice signed in person or electronically by the President or by any two (2) directors. The notice shall specify the date and time of the meeting, and if the meeting is held solely by using a conference telephone or other communication system, the location of the meeting, and the nature of any special business to be considered. Special meetings, except those held by electronic or telephonic means, must take place in Dallas County or in any county adjacent thereto. The notice shall be given to each director by one of the following methods: (i) by personal delivery; (ii) written notice by first-class mail, postage prepaid; (iii) by telephone communication, either directly to the director or to a person at the director's office or home who would reasonably be expected to communicate such notice promptly to the director; or (iv) by electronic mail, facsimile, computer, fiber-optics or other communication device. All such notices shall be given at the director's telephone number, facsimile number, registered electronic mail address, or sent to the director's address as shown on the records of the Association. Notices sent by first-class mail shall be deposited into a United States mailbox at least four (4) days before the time set for the meeting. Notices given by personal delivery, telephone, text message, electronic mail or other device shall be delivered or transmitted at least seventy-two (72) hours before the time set for the meeting.

Section 3.9. Notice to Members of Board Meetings. Except as provided in Section 3.10, notice of the date, time, place, and general subject matter, including a general description of matters to be considered in executive session, of each Board meeting shall be given to each Member by one of the following methods: (i) by personal delivery of written notice; (ii) written notice by first-class mail, postage prepaid; (iii) by posting notice in a conspicuous manner in the community on the Common Area or on privately-owned property with the property owner's consent and by electronic mail to each Member who maintains a registered electronic mail address with the Association; or (iv) by posting notice on a website, if any, maintained by or on behalf of the Association and by electronic mail to each Member who maintains a registered electronic mail address with the Association. It is each Member's duty to keep an updated electronic mail address registered with the Association at all times. All such notices shall be given at the Member's mailing address or registered electronic mail address as shown on the records of the Association. Notices sent by personal delivery or by first-class mail shall be delivered or sent at least ten (10) days before the date of the meeting but not more than sixty (60) days before the date of the meeting. Notices posted in the conspicuous community location or on the Association's website shall be posted at least seventy-two (72) hours before the start of the meeting. Notices given by electronic mail shall be transmitted at least seventy-two (72) hours before the time set for the meeting.

Section 3.10. Action Outside Meeting. Except as provided in this Section 3.10 below, the Board may take action outside a meeting, including voting by electronic or telephonic means, without prior notice to the Members pursuant to Section 3.9 if each Director is given a reasonable opportunity to express the Director's opinion to all other Directors and to vote.

Participation in a meeting pursuant to this subsection shall constitute presence in person at such meeting. Any action taken without notice to Members must be summarized orally, including an explanation of any known actual or estimated expenditures approved at the meeting, and documented in the minutes of the next regular or special Board meeting.

Notwithstanding the above, the Board may not, unless done in an open meeting for which prior notice was given to the Members under Section 3.9, consider or vote on: (i) fines; (ii) damage assessments; (iii) initiation of foreclosure actions; (iv) initiation of enforcement actions (except actions that seek the issuance of a temporary restraining order or that relate to violations involving a threat to health or safety); (v) increases in assessments; (vi) levying of special assessments; (vii) appeals from a denial of architectural review approval; (viii) a suspension of a right of a particular Member; (ix) lending or borrowing money; (x) the adoption or amendment of a dedicatory instrument; (xi) the approval of an annual budget or the approval of an amendment of an annual budget that increases the budget by more than ten percent (10%); (xii) the sale or purchase of real property; (xiii) the filling of a vacancy on the Board; (xiv) the construction of capital improvements other than the repair, replacement, or enhancement of existing capital improvements; or (xv) the election of an officer.

Section 3.11. Waiver of Notice. Notice of a Board meeting is not required to be given to a director or Member entitled to notice if the director or Member signs a written waiver of notice of the meeting either before or after the meeting. The waiver of notice or consent need not specify the purpose of the meeting. Attendance or participation of a director or Member at a meeting constitutes a waiver of notice of the meeting, unless the director or Member attends a meeting for the sole purpose of objecting to the transaction of any business on the ground that the meeting is not lawfully called or convened. Attendance or participation of a director or a Member at a meeting constitutes a waiver of notice of a particular matter at the meeting that is not included in the purposes of the meeting described in the notice, unless the director or Member objects to considering the matter when it is presented.

Section 3.12. Telephonic and Electronic Meetings. Members of the Board or any committee may participate in a meeting of the Board or committee, respectively, by means of conference telephone, or similar communications equipment, or another suitable electronic communications system, including videoconferencing technology or the Internet, or any combination, if (i) the telephone or other equipment or system permits each director to hear and be heard by every other director. Except for telephonic or electronic Board or committee meetings conducted in executive session, telephonic or electronic meetings must permit all Members in attendance to hear all directors, and Members are allowed to listen using electronic or telephonic communication method used or expected to be used by a director to participate, and the notice of the meeting includes instructions for Members to access any communication method required to be accessible hereunder.

Section 3.13. Quorum of Board. At all meetings of the Board, a majority of the directors shall constitute a quorum for the transaction of business, and the directors present at a meeting at which a quorum is present shall constitute the decision of the Board. A meeting at which a quorum is initially present may continue to transact business, notwithstanding the withdrawal of

directors, if any action taken is approved by at least a majority of the required quorum for that meeting. If any meeting of the Board cannot be held because a quorum is not present, a majority of the directors who are present at such meeting may adjourn the meeting to a date and time not less than ten (10) nor more than sixty (60) days from the date the original meeting was called, subject to the notice requirements set forth in Section 3.9 and Section 3.10. At the reconvened meeting, if a quorum is present, any business which might have transacted at the meeting originally called may be transacted without further notice.

Section 3.14. Adjournments of Board Meetings. If the Board recesses a regular or special Board meeting to continue the following regular business day, the Board is not required to post notice of the continued meeting if the recess is taken in good faith and not to circumvent the right of Members to notice of and attend Board meetings. If a regular or special Board meeting is continued to the following regular business day, and on that following day the Board continues the meeting to another day, the Board shall give notice of the continuation in at least one manner prescribed by Section 3.9 within two (2) hours after adjourning the meeting being continued.

Section 3.15. Compensation. No director shall receive any compensation from the Association for acting as such unless approved by Members representing a majority of the total votes of the Association at a regular or special meeting of the Association; provided any director may be reimbursed for expenses incurred on behalf of the Association upon approval of a majority of the other directors.

Section 3.16. Conduct of Meetings. The President shall preside over all meetings of the Board, and the Secretary shall keep minutes of meetings of the Board, recording therein all resolutions adopted by the Board of Directors and all transactions and proceedings occurring at such meetings. A copy of the minutes will be stored in the record archives of the Association.

Section 3.17. Open Meetings. Except as provided in Section 3.11 of these Bylaws, all meetings of the Board shall be open to all Members, but Members other than directors may not participate in any discussion or deliberation unless permission to speak is requested on his or her behalf by a director. In such case, the President may limit the time any Member may speak. Notwithstanding the above, the Board may adjourn any meeting of the Board and reconvene in executive session, excluding Members, to discuss the following matters: (i) personnel matters; (ii) pending or threatened litigation; (iii) contract negotiations; (iv) enforcement actions; (v) confidential communications with attorneys; (vi) matters involving the invasion of privacy of individual Members; or (vii) matters that are to remain confidential by request of the affected parties and agreement of the Board. The general nature of any business to be considered in executive session must first be announced at the open meeting. Any decision made or expenditure approved shall be orally summarized (including a general explanation of expenditures) at the meeting and recorded in the minutes of the meeting in such a manner as to protect the sensitive or confidential nature of the information discussed.

Section 3.18. Action Without a Formal Meeting. Except with respect to those matters which must be considered or voted upon at an open meeting of the Board pursuant to Section

209.0051(h), actions may be taken outside a meeting of the Board, and without prior notice to the Members, electronically, telephonically, or by consent. If action is taken by consent, the consent shall be in writing, setting forth the action so taken, shall be signed by a sufficient number of Directors as would be necessary to take that action at a meeting at which all of the Directors were present and voted, and such consent shall have the same force and effect as a unanimous vote. The Board shall orally summarize any action taken outside a meeting, including an explanation of any known actual or estimated expenditures approved, at the next Board meeting and shall record those actions in the minutes of that next meeting. The written consents must be filed with the minutes of the Board meeting.

C. Powers and Duties.

Section 3.19. Powers. The Board shall have all of the powers and duties necessary for the administration of the Association's affairs and, as provided by law, may do or cause to be done all acts and things as are not by the Governing Documents or by law directed to be done and exercised exclusively by the Members or the membership generally.

Section 3.20. Duties. The duties of the Board shall include, without limitation, the following:

(a) preparation and adoption, in accordance with the Declaration, of annual budgets in which there shall be established the contribution of each Owner to the common expenses;

(b) making assessments to defray the common expenses, establishing the means and methods of collecting such assessments, and establishing the period of the installment payments of the annual assessment; provided, unless otherwise determined by the Board, the regular monthly assessment for each Lot's proportionate share of the common expenses shall be payable on the first of each month;

(c) providing for the operation, care, upkeep and maintenance of all of the Common Properties;

(d) designating, hiring and dismissing the personnel necessary for the operation of the Association and the maintenance, operation, repair and replacement of its property and the Common Properties and, where appropriate, providing for the compensation of such personnel and for the purchase of equipment, supplies and materials to be used by such personnel in the performance of their duties;

(e) collecting the assessments, depositing the proceeds thereof in a bank depository which it shall approve and using the proceeds to operate the Association; provided, any reserve fund may be deposited in the directors' best business judgment, in depositories other than banks;

(f) making and amending rules and regulations governing the use and maintenance of the Common Properties, Recreational Facilities, Lots, as well as the personal conduct of the Members, their families, guests, and tenants. "Recreational Facilities" include the Association's Pool, Tennis Courts, Clubhouse and Gym;

(g) opening of bank accounts on behalf of the Association and designating the signatories required;

(h) making or contracting for the making of repairs, additions and improvements to or alterations of the Common Properties in accordance with the other provisions of the Declaration and these Bylaws after damage or destruction by fire or other casualty;

(i) enforcing by legal means the provisions of the Governing Documents and bringing any proceedings which may be instituted on behalf of or against the owners concerning the Association;

(j) obtaining and carrying insurance against casualties and liabilities, as provided in the Declaration, and paying the premium cost thereof;

(k) paying the cost of all services rendered to the Association or its Members and not chargeable directly to specific Owners;

(l) keeping books with detailed accounts of the receipts and expenditures affecting the Association and its administration, specifying the maintenance and repair expenses and any other expenses incurred;

(m) making available upon written request to any prospective purchaser of a Lot, any Owner of a Lot, any First Mortgagee, and the holders, insurers and guarantors of a First Mortgage on a Lot, at the requesting parties' expense, current copies of the Governing Documents and all other books, records and financial statements of the Association; and

(n) permitting utility suppliers to use portions of the Common Properties reasonably necessary to the ongoing development or operation of the Properties; and

(o) to supervise all officers, agents and employees of the Association, and to see that their duties are properly performed.

Section 3.21. Management. The Board may employ for the Association a professional management agent or agents at a compensation established by the Board to perform such duties and services as the Board shall authorize. The Board may delegate to its managing agent or manager, subject to the Board's supervision, all of the powers granted to the Board by these Bylaws.

Section 3.22. Accounts and Reports. The following management standards of performance will be followed unless the Board by resolution specifically determines otherwise:

(a) accrual or cash accounting, as defined by generally accepted accounting principles, shall be employed;

(b) accounting and controls should conform to generally accepted accounting principles;

(c) cash accounts of the Association shall not be commingled with any other accounts;

(d) no remuneration shall be accepted by the managing agent from vendors, independent contractors or others providing goods or services to the Association, whether in the form of commissions, finder's fees, service fees, prizes, gifts or otherwise; anything of value received shall benefit the Association;

(e) any financial or other interest which the managing agent may have in any firm providing goods or services to the Association shall be disclosed promptly to the Board;

(f) an annual report consisting of at least the following shall be made available to all Members within one hundred twenty (120) days after the close of the fiscal year: (i) a balance sheet; (ii) an operating (income statement); and (iii) a statement of changes in financial position for the fiscal year. The annual report referred to above shall be prepared on an audited, reviewed or compiled basis, as determined by the Board, by an independent public accountant; provided, upon written request of any holder, guarantor or insurer of any First Mortgage on a Lot, the Association shall provide an audited financial statement at the expense of the requesting party.

Section 3.23. Borrowing. The Association shall have the power to borrow money for any legal purposes; provided the Board shall obtain approval of a majority of the Members in the event that the proposed borrowing is for the purpose of making discretionary capital improvements and the total amount of such borrowing, together with all other debt incurred within the previous 12-month period, exceeds or would exceed twenty percent (20%) of the budgeted gross expenses of the Association for that fiscal year.

Section 3.24. Rights of the Association. With respect to the Common Properties, and in accordance with the Articles of Incorporation and the Declaration, the Association shall have the right to contract with any person for the performance of various duties and functions. Without limiting the foregoing, this right shall entitle the Association to enter into common management, operational or other agreements with trusts, condominiums, cooperatives and other owners or residents associations, both within and without the Properties. Such agreements shall require the consent of a majority of the total number of directors of the Association.

Section 3.25. Enforcement. The Association shall have the power to impose sanctions, including the levying of fines, for violations of the Governing Documents. The failure of the Board to enforce any provision of the Governing Documents shall not be deemed a waiver of the right of the Board to do so thereafter or of the right to enforce any other violation.

(a) Notice. Except as provided below, prior to suspending an Owner's right to use the Common Properties or the Recreational Facilities, filing suit against an Owner (other than a lawsuit to collect an assessment or related charge or to foreclose the Association's assessment lien), charging an Owner for property damage, or levying a fine for a violation of the Governing Documents, the Board or its delegate shall serve the alleged violator with written notice by certified mail, notifying the Owner of the following: (i) the description of the violation, including any property damage caused by the Owner, (ii) the proposed sanction to be imposed, including, but not limited to, the amount of any fine, suspension of rights to use Common Properties, or the amount claimed to be due from the owner for property damage, (iii) that the Owner is entitled to a reasonable period to cure the violation and avoid the fine or sanction if the violation is of a curable nature and does not pose a threat to public health or safety, and a description of the action required to cure the violation (unless the violator was given notice and a reasonable opportunity to cure a similar violation within the preceding six months), (iv) that the Owner may present a written request for a hearing on or before the 30th day after the date the Owner receives this notice, (v) if a curable violation is not corrected or eliminated within the time period specified in the Notice of Violation, or if a written request for a hearing is not made on or before thirty (30) days from the date the Notice of Violation was mailed to the Owner, that the sanctions or actions delineated in the Notice of Violation may be imposed or taken and that any attorney's fees and costs will be charged to the Owner, and (vi) notice that the owner "may have special rights or relief related to the enforcement action under federal law, including the Servicemembers Civil Relief Act (50 U.S.C. app. Section 501 et seq.), if the owner is serving on active military duty."

The notice and hearing provisions of this Section 3.25 do not apply if the Association files a suit seeking a temporary restraining order or temporary injunctive relief or files a suit that includes foreclosure as a cause of action.

(b) Hearing. If a hearing is requested within the allotted thirty (30) day period, the hearing shall be held before the Board in executive session. The alleged violator shall be afforded a reasonable opportunity to be heard. Prior to the effectiveness of any sanction hereunder, proof of proper notice shall be placed in the minutes of the meeting. Such proof shall be deemed adequate if a copy of the notice, together with a statement of the date and manner of delivery, is entered by the Person who delivered such notice. The notice requirement shall be deemed satisfied if the alleged violator appears at the meeting. The minutes of the meeting shall contain a written statement of the results of the hearing and the sanction, if any, imposed.

(c) Additional Enforcement Rights. Notwithstanding anything to the contrary herein contained, the Board may elect to enforce any provision of the Governing Documents by self-help or by suit at law or in equity to enjoin any violation or to recover monetary damages or both without the necessity of compliance with the notice and hearing procedure set forth above. In any such action, to the maximum extent permissible, the Owner or occupant responsible for the violation of which abatement is sought shall pay all costs, including reasonable attorney's fees actually incurred. Any entry onto a Lot for purposes of exercising this power of self-help shall not be deemed a trespass.

Article IV
Officers

Section 4.1. Officers. The officers of the Association shall be a President, Vice President, Secretary and Treasurer, to be elected from among the members of the Board. The Board may appoint such other officers, including one or more Assistant Secretaries and one or more Assistant Treasurers, as it shall deem desirable, such officers to have the authority and perform the duties prescribed from time to time by the Board. Any two or more offices may be held by the same person, except the offices of President and Secretary.

(a) President. The President shall be the chief executive officer of the Corporation, shall preside at all meetings of the Members and the Board of Directors, shall have general and active management of the business of the Corporation, and shall see that all orders and resolutions of the Board of Directors are carried into effect. He/She shall execute all leases, bonds, mortgages, deeds and other written instruments and shall co-sign all checks and promissory notes, except where required by law to be otherwise signed and executed.

(b) Vice President. The Vice President, unless otherwise determined by the Board of Directors, shall, in the absence or disability of the President, perform the duties and exercise the powers of the President. He/She shall perform such other duties and have such other powers as the Board of Directors shall prescribe.

(c) The Secretary and Assistant Secretary. The Secretary shall attend all meetings of the Board of Directors and all meetings of the Members and record all the votes and proceedings of the meeting of the members of the Corporation and of the Board of Directors in a book to be kept for that purpose and shall perform like duties for the standing committees when required. He/She shall give, or cause to be given, notice of all meetings of the Members and Special meetings of the Board of Directors, and shall perform such other duties as may be prescribed by the Board of Directors or president, under whose supervision he/she shall be. He/She shall keep in safe custody the seal of the Corporation and, when authorized by the Board of Directors, affix the same to any instrument requiring it and, when so affixed, it shall be attested by his signature or by the signature of the Treasurer or an Assistant Secretary. The Assistant secretaries, unless otherwise determined by the Board of Directors, shall, in the absence or disability of the Secretary, perform such other duties and have such other powers as the Board of Directors may from time to time prescribe.

(d) The Treasurer and Assistant Treasurer. The Treasurer shall have the custody of the corporate funds and securities and shall have full and accurate accounts of receipts and disbursements in books belonging to the Corporation and shall receive and deposit all moneys and other valuable effects in the name and to the credit of the Corporation in such depositories as may be designated by the Board of Directors. The Treasurer shall disburse the funds of the Corporation as may be authorized by the Board of Directors, taking proper vouchers for such disbursements, and shall render to the President and the Board of Directors at its regular meetings or when the Board of Directors so requires, an account of all of his/her transactions as

Treasurer and of the financial condition of the Corporation. The Treasurer shall sign all checks and promissory notes of the Corporation and shall prepare an annual budget and a statement of income and expenditures to be approved by the Board of Directors and presented to the membership at its annual meeting, and delivery a copy of each to the Members. The Treasurer shall cause an annual audit of the Corporation's books to be made by a public accountant at the completion of each fiscal year. If required by the Board of Directors, he/she shall, at the expense of the Corporation, give the Corporation a bond in such sum and with such surety or sureties as shall be satisfactory to the Board of Directors for the faithful performance of the duties of his/her office and for the restoration to the Corporation, in case of his death, resignation, retirement or removal from office, of all books, papers, vouchers, money and other property of whatever kind in his possession or under his control belonging to the corporation. The Assistant Treasurers, unless otherwise determined by the Board of Directors, shall, in the absence or disability of the Treasurer, perform the duties and exercise the powers of the Treasurer. They shall perform such other duties and have such other powers as the Board of Directors may from time to time prescribe.

Section 4.2. Election and Term of Office. The officers of the Association shall be elected annually by the Board at the first meeting of the Board following each annual meeting of the Members.

Section 4.3. Removal and Vacancies. Any officer may be removed by the Board whenever in its judgment the best interests of the Association will be served thereby. A vacancy in any office arising because of death, resignation, removal or otherwise may be filled by the Board for the unexpired portion of the term.

Section 4.4. Powers and Duties. The officers of the Association shall each have such powers and duties as generally pertain to their respective offices, as well as such powers and duties as may from time to time specifically be conferred or imposed by the Board. The President shall be the chief executive officer of the Association. The Treasurer shall have primary responsibility for the preparation of the budget as provided for in the Declaration and may delegate all or part of the preparation and notification duties to a finance committee, management agent or both.

Section 4.5. Resignation. Any officer may resign at any time by giving written notice to the Board, the President or the Secretary. Such resignation shall take effect on the date of the receipt of such notice or at any later time specified therein, and unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

Section 4.6. Agreements, Contracts, Deeds, Leases, Checks, etc. All agreements, contracts, deeds, leases, checks and other instruments of the Association shall be executed by at least two (2) officers or by such other person or persons as may be designated by resolution of the Board.

Section 4.7. Compensation. Compensation of officers shall be subject to the same limitations as compensation of directors under Section 3.15.

Article V
Committees

Section 5.1. General. Committees are hereby authorized to perform such tasks and to serve for such periods as may be designated by a resolution adopted by a majority of the directors present at a meeting at which a quorum is present. Each committee shall cooperate in accordance with the terms of the resolution of the Board designating the committee or with rules adopted by the Board of Directors. The Board of Directors shall have full discretion to appoint and remove all committee members.

Article VI
Miscellaneous

Section 6.1. Fiscal Year. The fiscal year of the Association shall be July 1st through June 30th. The fiscal year of the Association may be changed by resolution of the Board.

Section 6.2. Conflicts. If there are conflicts between the provisions of Texas law, the Articles of Incorporation, the Declaration and these Bylaws, the provisions of Texas law, the Declaration, the Articles of Incorporation and the Bylaws (in that order) shall prevail.

Section 6.3. Books and Records.

(a) Inspection by Mortgagees. Except for Confidential Records (as defined in Section 6.3(e) below), the books and records of the Association (including financial records) shall be made available for inspection and copying by any holder, insurer or guarantor of a First Mortgage on a Lot, or by the duly appointed representative of any of the foregoing, upon written request stating a proper purpose for the request. Such inspection shall take place during normal business hours at the office of the Association or at such other place within the Property as the Board shall prescribe. The cost, including copy charges, document retrieval charges and a reasonable administrative fee, shall be at the expense of the requesting party and may be required to be paid in advance of the inspection.

(b) Inspection or Production of Records. Each Member of the Association may submit a written request to the Board or its representative by certified mail to the address of the Association or authorized representative as listed on the most current management certificate filed of record, to either inspect the books and records of the Association (including financial records) identified in the request or to have the Association deliver those books and records identified in the request to the Member or to a person designated in a writing signed by the Member as the Member's agent, attorney or certified public accountant. Except for Confidential Records (as defined in Section 6.3(e) below), the Member may inspect or the Association must produce the books and records identified in the request. If the Member requests to inspect the Association's books and records, the Association must, on or before ten (10) business days of receipt of a request, send written notice of the dates and times during normal business hours that the Member may perform the inspection to the extent that those books and records are in the

possession, custody or control of the Association. If the Member requests that the Association produce the books and records, the Association must, to the extent that those books and records are in the possession, custody or control of the Association, either (i) produce the records requested on or before ten (10) business days from the date of receipt of the request; or (ii) if the Association cannot produce records on or before ten (10) business days, inform the Member of that fact on or before the ten (10) business day time period and then produce the records on or before fifteen (15) business days of providing that notice.

(c) Inspection and Production Costs. The Association shall adopt and record a records production and copying policy that prescribes the costs for compilation, production and copying of Association records in response to a Member's records request. Upon adoption and recordation of this policy, the Association may require the Member to pay, in advance, the estimated costs of the records inspection or production (subject to the cost limitations set forth under law). On or before the thirtieth (30th) business day following the completion of the document inspection or production, the Association shall send the Member a final accounting invoice for the inspection or production. If the actual costs exceed the estimated costs of the inspection or production, the Member must reimburse the Association on or before thirty (30) business days of the final accounting invoice. In the event that the Member fails to timely reimburse the Association, the unpaid balance of the invoice shall be added to and become a part of the Member's assessment obligation to the Association and a lien against the Member's Lot, and may be collected in the same manner as any other assessment payable to the Association. If the actual costs are less than the estimated costs of the inspection or production of records, the Association shall refund the excess amount to the Member on or before the thirtieth (30th) business day after the date that the Association sends the final accounting invoice.

(d) Inspection by Directors. Every director shall have the absolute right at any reasonable time to inspect all books, records and documents of the Association and the physical Property owned or controlled by the Association. The right of inspection by a director includes the right to make extracts and a copy of relevant documents at the expense of the Association.

(e) Confidential Records. Except as hereinafter provided, Members are not entitled to inspect or to have produced to them Confidential Records. For purposes of these Bylaws, Confidential Records shall mean and include records that identify a Member's covenant violation history, a Member's personal financial information (including payment and delinquency information) with the Association, a Member's contact information (other than the Member's address in the development), employee records, attorney's files and records relating to the Association (excluding invoices requested by a Member under Section 209.008(d) of the Texas Property Code), or documents constituting attorney work product or attorney client communications. If a Member whose records are the subject of another Member's inspection or production request consents in writing to the release of his or her Confidential Records, the Association must allow the requesting Member to inspect the Confidential Records or the Association must produce the Confidential Records. In addition, the Association must allow an inspection or must produce Confidential Records if so ordered by a court of competent jurisdiction.

Section 6.4. Notices. Unless otherwise provided in these Bylaws, all notices, demands, bills, statements or other communications under these Bylaws shall be in writing and shall be deemed to have been duly given if delivered personally or if sent by United States mail, first-class postage prepaid:

(a) if to a Member, at the physical address which the Member has designated in writing and filed with the Secretary or, at the Member's registered electronic mail address, or, if no such physical or electronic address has been designated or registered, at the address of the Lot of such Member; or

(b) if to the Association, the Board, or the managing agent, at the principal office of the Association or the managing agent, if any, or at the address listed in the most recent recorded management certificate, or at such other address as shall be designated by notice in writing to the Members pursuant to this Section.

Section 6.5. Amendment.

(a) By Owners. Except as otherwise specifically provided herein, these Bylaws may be amended only by the affirmative vote or written consent, or any combination thereof, of Members representing at least a majority of those Members present at a meeting for which a quorum is present. Any amendment to be effective must be recorded in the County Clerk Official Records of Dallas County, Texas.

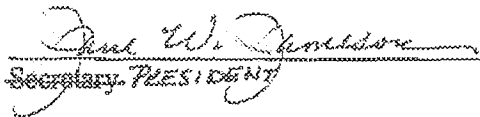
(b) By Board. The Board may unilaterally amend these Bylaws at any time and from time to time if such amendment is (i) for the purpose of correcting technical errors or for clarification only or (ii) necessary to bring any provision hereof into compliance with any applicable governmental statutes, rule or regulation, or judicial determination. In addition to the foregoing, the Board may unilaterally amend these Bylaws if such amendment does not adversely affect the other Owners and is (i) necessary to enable any reputable title insurance company to issue title insurance coverage with respect to any portion of the Property; (ii) required by an institutional or governmental lender or purchaser of mortgage loans, including, for example, the Federal National Mortgage Association or Federal Home Loan Mortgage Corporation, to enable such lender or purchaser to make or purchase mortgage loans on any portion of the Property; or (iii) necessary to enable any governmental agency or reputable private insurance company to guarantee or insure mortgage loans on any portion of the Property.

SECRETARY'S CERTIFICATE

I, the undersigned, am the duly elected and acting ^{PRESIDENT} Secretary of Country Villas Homeowners Association, a Texas non-profit corporation, and I do hereby certify:

That the within and foregoing Bylaws were adopted as the Bylaws of said corporation as of the 26th day of JANUARY, 2016, that the same do now constitute the Bylaws of said corporation, and that they have not been modified, amended nor rescinded.

IN WITNESS WHEREOF, I have hereunto subscribed my name as of FEBRUARY 11th, 2016.


Secretary ^{PRESIDENT}

PARWHWPNGBYLAWS.AMDKXXNTRYVILLAS.FIRST DRAFT

Filed and Recorded
Official Public Records
John F. Warren, County Clerk
Dallas County, TEXAS
02/16/2016 03:19:55 PM
\$198.00
201600039932



