

**Documents For  
Meadow Glen  
Homeowners'  
Association, Inc.**

# **Articles of Incorporation**

Corporations Section  
P.O.Box 13697  
Austin, Texas 78711-3697



Roger Williams  
Secretary of State

## Office of the Secretary of State

### CERTIFICATE OF INCORPORATION OF

MEADOW GLEN HOMEOWNERS' ASSOCIATION, INC.  
Filing Number: 800518725

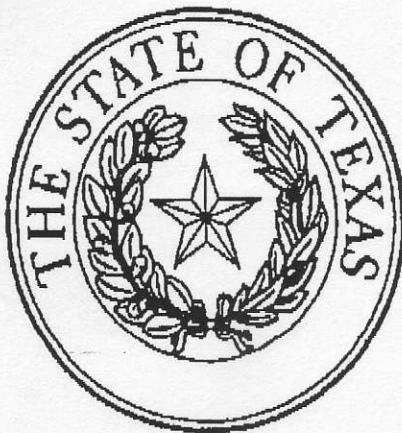
The undersigned, as Secretary of State of Texas, hereby certifies that Articles of Incorporation for the above named corporation have been received in this office and have been found to conform to law.

Accordingly, the undersigned, as Secretary of State, and by virtue of the authority vested in the Secretary by law, hereby issues this Certificate of Incorporation.

Issuance of this Certificate of Incorporation does not authorize the use of a name in this state in violation of the rights of another under the federal Trademark Act of 1946, the Texas trademark law, the Assumed Business or Professional Name Act, or the common law.

Dated: 07/14/2005

Effective: 07/14/2005



A handwritten signature in black ink that reads "Roger Williams".

Roger Williams  
Secretary of State

Phone: (512) 463-5555  
Prepared by: Jean Marchione

Come visit us on the internet at <http://www.sos.state.tx.us/>  
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Document: 97686100002

**ARTICLES OF INCORPORATION  
OF  
MEADOW GLEN HOMEOWNERS' ASSOCIATION, INC.**

I, **THE UNDERSIGNED** natural person of the age of eighteen years or more, acting as the incorporator of a corporation under the Texas Non-Profit Corporation Act, do hereby adopt the following as Articles of Incorporation for such corporation:

1. **Name.** The name of the corporation is **MEADOW GLEN HOMEOWNERS' ASSOCIATION, INC.** (the "Association").

2. **Non-Profit.** The Association is a non-profit corporation.

3. **Duration.** The period of the Association's duration is **perpetual**.

4. **Purpose.** The purpose or purposes for which the Association is organized are:

(a) to govern the residential area of the subdivision of Meadow Glen, situated in the City of Mansfield, County of Tarrant, State of Texas which property is described in the Declaration of Covenants, Conditions and Restrictions (the "Declaration") dated the 17<sup>th</sup> day of June, 2005, and filed in the Real Property Records of Tarrant County, Texas under County Clerk's No.D205171905, or any other areas created by the dedication of additional property to the subdivision by the developer;

(b) to promote the recreation, health, safety and welfare of the residents within the above described property and any additions thereto as may hereafter be brought within the jurisdiction of this Association;

(c) to exercise all of the powers and privileges and to perform all of the duties and obligations of the Association as set forth in the Bylaws of the Association or in the "Declaration", said Declaration being incorporated herein as if set forth at length;

(d) to fix, levy, collect and enforce payment by any lawful means, all charges or assessments pursuant to the terms of the Declaration; to pay all expenses in connection therewith and all office and other expenses incident to the conduct of the business of the Association, including all licenses, taxes or governmental charges levied or imposed against the property by the Association;

(e) 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 Association;

(f) to borrow money, under the discretion of the Board of Directors of the Association as provided in the Bylaws of the Association, as the Board deems necessary and in the best interest of the Association;

(g) to dedicate, sell or transfer any part of the Common Areas to any public agency, authority, or utility for any service to the property above described and any additions thereto, or any part thereof, in accordance with the terms and provisions of the Declaration; and

(h) to have and to exercise any and all powers, rights and privileges which a corporation organized under the Texas Non-Profit Corporation Act by law may now or hereafter have or exercise.

The aforesaid statement of purposes shall be construed as a statement of both purposes and of power and shall be broadly construed to effectuate its intent.

5. **Members.** Every person or entity who is a record owner of a fee or undivided fee interest in any Lot which is subject by covenants of record to assessment by the Association, including contract sellers, shall be a member of the Association. The foregoing is not intended to include persons or entities who hold an interest merely as security for the performance of an obligation. Membership shall be appurtenant to and may not be separated from ownership of any Lot which is subject to assessment by the Association.

6. **Voting Rights.** Voting rights of the members are explained and described in the Bylaws of the Association and in the Declaration. Cumulative voting in the election of members of the Board of Directors or in other exercises of the right to vote is prohibited.

7. **Amendments.** Amendment, repeal or alteration of these articles, shall require the assent of the membership as more specifically set forth in the Bylaws of the Association and/or in the Declaration.

8. **Board of Directors.** The affairs of this Association shall be managed by a Board of three (3) Directors who need not be members of the Association. The number of directors may be changed by amendment of the Bylaws of the Association. The names and addresses of the persons who are to act in the capacity of the initial directors are set forth below.

9. **Initial Board of Directors.** The number of directors constituting the Initial Board of Directors of the Association is three (3), and the names and addresses of the persons who are to serve as the initial directors are:

| <u>NAME</u>      | <u>ADDRESS</u>                              |
|------------------|---|
| J. Waymon Levell | 3949 Marquette Drive<br>Dallas, Texas 75225 |
| Debbie Hobbs     | 9557 Smith Road<br>Royse City, Texas 75189  |

Ann Levell

3949 Marquette Drive  
Dallas, Texas 75225

10. **Limitation of Liability of Directors.** Directors of the Association shall not be liable to the Association or its members for monetary damages for an act or omission in the director's capacity as a director, except that this provision shall not eliminate or limit the liability of a director for:

- (1) a breach of a director's duty of loyalty to the Association or its members;
- (2) an act or omission not in good faith that constitutes a breach of the director's duty to the Association or an act or omission that involves intentional misconduct or a knowing violation of the law;
- (3) a transaction from which a director received an improper benefit, whether or not the benefit resulted from an action taken within the scope of the director's office; or
- (4) an act or omission for which the liability of a director is expressly provided by statute.

11. **Registered Agent and Registered Office Address.** The street address of the initial registered office of the Association is 2331 Gus Thomasson, Suite 126, Dallas, Texas 75228, and the name of its initial registered agent at such address is J. Waymon Levell.

12. **Incorporator.** The name and street address of the incorporator is:

J. Waymon Levell  
2331 Gus Thomasson, Suite 126  
Dallas, Texas 75228

EXECUTED, July 14, 2005.

BY:

  
J. Waymon Levell

ARTL-INC Meadow Glen

# Bylaws

**BYLAWS  
OF  
MEADOW GLEN  
HOMEOWNERS' ASSOCIATION, INC.  
A TEXAS NON-PROFIT CORPORATION**



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**BYLAWS  
OF  
MEADOW GLEN  
HOMEOWNERS' ASSOCIATION, INC.  
A TEXAS NON-PROFIT CORPORATION**

**ARTICLE I  
NAME AND LOCATION**

The name of the association is **MEADOW GLEN HOMEOWNERS' ASSOCIATION, INC.** (the "Association"). The Association is a non-profit corporation organized under the Texas Non-Profit Corporation Act. The principal office of the Association shall be at 2331 Gus Thomasson, Suite 126, Dallas, Texas, but meetings of members and directors may be held at such places within the State of Texas as may be designated by the Board of Directors.

**ARTICLE II  
PURPOSE AND PARTIES**

**Section 2.01. Purpose.** The purpose for which the Association is formed is to govern the residential area of the subdivision of Meadow Glen, situated in the City of Mansfield, County of Tarrant, State of Texas, which property is described in that certain Declaration of Covenants, Conditions and Restrictions for the "Meadow Glen", dated June 17, 2005, and recorded as document number D205171905 of the Deed Records of Tarrant County, Texas ("Declaration").

**Section 2.02. Parties.** All present or future Owners, tenants or future tenants of any Lot, or any other person who might use in any manner the facilities of the Properties are subject to the provisions and the regulations set forth in these Bylaws. The mere acquisition, lease or rental of any Lot or the mere act of occupancy of a Lot will signify that these Bylaws are accepted, approved, ratified, and will be complied with.

**ARTICLE III  
DEFINITIONS**

The definitions contained in the Declaration are incorporated herein by reference.

**ARTICLE IV  
MEMBERSHIP AND VOTING RIGHTS**

**Section 4.01. Membership.** Each and every Owner shall automatically be a Member of the Association without the necessity of any further action on his part, subject to the terms of the Declaration, the Articles of Incorporation, these Bylaws, and the rules and regulations with respect to the Common Properties from time to time promulgated by the Association. Membership shall

be appurtenant to and may not be separated from the interest of such Owner in and to any portion of the Properties. Ownership of any portion of the Properties shall be the sole qualification for being a Member; provided, however, a Member's voting rights, as herein described, or privileges in the Common Properties, or both, may be regulated or suspended as provided in the Declaration, these Bylaws, and/or the rules and regulations promulgated thereunder. Persons or entities shall be Members by reason of ownership of land dedicated and accepted by the local public authority and devoted to public use or Common Properties and such land shall be owned subject to all of the terms and provisions of the Declaration except that: (i) ownership of land devoted to purposes described in this sentence shall not create any votes in the Members owning such land, and (ii) such non-voting Members shall not be required to pay any assessments other than special individual assessments as described and authorized in the Declaration. No person or entity shall be a Member by reason of ownership of any easement, right-of-way, or mineral interest. In addition, any person or entity that holds an interest in and to all or any part of the Properties merely as security for the performance of an obligation shall not be a Member.

**Section 4.02. Transfer.** Membership may not be severed from the Properties nor may it be in any way transferred, pledged, mortgaged or alienated except upon the sale or assignment of the Owner's interest in all or any part of the Properties and then only to the purchaser or assignee as the new Owner thereof. Membership shall not be severed by the encumbrance by an Owner of all or any part of the Properties. Any attempt to make a prohibited severance, transfer, pledge, mortgage or alienation shall be void and of no further force or effect, and will be so reflected upon the books and records of the Association. Any transfer of the fee title to a lot, tract or parcel of real estate out of or a part of the Properties shall automatically operate to transfer membership to the new Owner thereof. In the event an Owner should fail or refuse to transfer the membership registered in such Owner's name to the transferee, the Association shall have the right to record the transfer upon its books and records.

**Section 4.03. Classes of Voting Membership and Voting Rights.** The Association shall have two (2) classes of voting membership:

**Class A.** Class A Members shall be all Members with the exception of the 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 shall be the Declarant who shall be entitled to five (5) votes for each Lot it owns; provided however, Declarant shall also be entitled to five (5) votes for each Lot that Builder owns to the extent that Builder has in writing granted Declarant the right to cast Builder's votes pursuant to proxy. The Class B membership shall cease and terminate upon the expiration of the Class B Control Period as defined in the Declaration.

**Section 4.04. Multiple Owner Votes.** Where there are multiple Owners of a Lot it is not intended by any provision of the Declaration or these Bylaws that each of said Owners shall be entitled to cast the votes allocated to such Lot nor may fractional votes be cast. For example, where three persons own a Lot, they shall jointly be entitled to vote the one vote allocated to such Lot and shall not be entitled to cast a full vote each. When more than one person or entity owns

the interest or interests in and to any Lot, as required for membership in the Association, each and every person or entity shall be a Class A Member, and the vote for any such Lot shall be exercised as they, among themselves, collectively determine and they shall designate one person to cast the vote or execute a written consent, as applicable. The Owners of such Lot will notify the Association, in writing, of the person so designated. Such notice will not be valid unless signed by all Owners of such Lot. The Association shall not be required to recognize the vote or written assent of any such multiple Owners except the vote or written assent of the Owner designated in writing executed by all of such multiple Owners and delivered to the Association.

If such Owners are unable to agree among themselves as to how the one vote per Lot shall be cast, they shall forfeit the right to vote on the matter in question. If more than one person or entity purports to exercise the voting rights with respect to any such Lot on any matter in question, none of such votes shall be counted in tabulating the vote on such matter and such votes shall be deemed void.

**Section 4.05. Suspension of Voting Rights.** The voting rights of any Member shall be suspended during any period in which such member is delinquent in the payment of any assessment or charge levied by the Association. The voting rights of any Member may also be suspended by the Board for a period not to exceed sixty (60) days for an infraction of the rules and regulations set forth in the Declaration.

**Section 4.06. Quorum, Notice and Voting Requirements.**

(a) Subject to the provisions of Paragraph (d) of this Section, any action taken at a meeting of the Members shall require the assent of the majority of all of the votes of those who are voting in person or by proxy, regardless of class, at a duly called meeting.

(b) The presence at the initial meeting of Members or of proxies of Voting Representatives entitled to cast two-thirds (2/3) of the votes of the Association shall constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notice requirement, and the required quorum at such subsequent meeting shall be two-thirds (2/3) of the quorum requirement for such prior meeting. The Association may call as many subsequent meetings as may be required to achieve a quorum (the quorum requirement being reduced for each such meeting). No such subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

(c) Written notice of each meeting of the Members shall be given by, or at the direction of, the secretary or person authorized to call the meeting, by mailing a copy of such notice, postage prepaid, or delivering a copy of such notice, not less than fifteen (15) days nor more than sixty (60) days in advance of the meeting to each Member, addressed to the Member's address last appearing on the books of the Association, or supplied by such Member to the Association for the purpose of notice. Such notice shall specify the place, day and hour of the meeting, and, in the case of a special meeting, the purpose of the meeting.

(d) As an alternative to the procedure set forth above, any action referred to in this Section may be taken without a meeting if a consent in writing,

approving of the action to be taken, shall be signed by all Members.

(e) Except as specifically set forth in these Bylaws, notice, voting and quorum requirements for all actions to be taken by the Association shall be consistent with its Articles of Incorporation and the Declaration, as the same may be amended from time to time.

**Section 4.07. Annual Meeting.** The first annual meeting of the Members shall be held within 180 days after the date of incorporation of the Association. Thereafter, annual meetings shall be set by the Board so as to occur not later than ninety (90) days after the close of the Association's prior fiscal year. The time and place of all annual meetings shall be determined by the Board. The Board shall give written notice of the place of holding of the meeting to all Members.

**Section 4.08. Special Meetings.** Special meetings of the Members may be called at any time by the Declarant, by the President, by the Board, or upon the written request for a special meeting from Members who are entitled to vote at least sixty percent (60%) of the outstanding votes of the Members, regardless of class.

**Section 4.09. Proxies.** At all meetings of Members, each Member may vote in person or by proxy. All proxies shall be in writing and filed with the Secretary before the appointed time of each meeting. Proxies shall be revocable and shall automatically cease upon conveyance by the Member of his Lot, or upon receipt by the Secretary of the Association of notice of the death or judicially declared incompetence of such Member. Unless otherwise provided in the proxy, no proxy shall be valid after the expiration of eleven (11) months from the date thereof unless otherwise provided therein, except that the maximum term of any proxy shall be three (3) years from the date of execution.

**Section 4.10. Action Without Meeting By Written Ballot.** Any action which may be taken by the Members at a regular or special meeting, other than the election of directors, may be taken without a meeting if done in compliance with relevant provisions of the Texas Business Corporation Act, the Texas Non-Profit Corporation Act, the Texas Miscellaneous Corporation Laws Act, and these Bylaws.

## ARTICLE V BOARD OF DIRECTORS; SELECTION; TERM OF OFFICE

**Section 5.01. Number.** The affairs of this Association shall be managed by a Board of not less than three (3) directors (herein, the "Board"), all of whom, except for the members of the first Board, must be Owners or, where such Owner is not an individual person, an officer, director, shareholder, partner or representative of an Owner. The number of directors may be changed by amendment of these Bylaws. The members of the initial Board or their successors, shall serve until the first annual meeting of the Members.

**Section 5.02. Term of Office.** At the first meeting, the Members, voting regardless of class, shall elect a minimum of three (3) directors for a term of one (1) year each. The director elected President shall serve a term of two (2) years. The remaining directors shall serve for a term of one year each. Thereafter at each annual meeting, the Members, voting regardless of

class, shall elect to replace those directors whose terms have expired.

**Section 5.03. Removal.** The entire Board may be removed from office, with or without cause, by a vote of Members holding a majority of the votes, regardless of class. Any individual director may be removed from the Board, with or without cause, prior to the expiration of his term of office by a vote of Members holding a majority of the votes, regardless of class.

**Section 5.04. Vacancies.** Vacancies on the Board shall be filled subject to the following provisions:

(a) Vacancies by Death or Resignation. In the event of the death or resignation of a director, a successor director shall be selected by a majority of the remaining members of the Board and shall serve for the unexpired term of such director.

(b) Vacancies by Removal. Vacancies created by the removal of a director shall be filled only by a vote of Members holding a majority of the votes. Such director shall serve for the unexpired term of the removed director.

(c) Vacancies by Increase in Directorships. Any vacancy to be filled by reason of an increase in the number of directors shall be filled by election at an annual meeting or at a special meeting of Members called for that purpose.

**Section 5.05. Indemnification of Officers and Directors.** Except in cases of fraud, willful malfeasance, gross negligence or bad faith of the director or officer in the performance of duties, and subject to the provisions of applicable Texas law, each director and officer shall be indemnified by the Association and the Members against all expenses and liabilities, including attorneys' fees, reasonably incurred by or imposed upon him or her by judgment or settlement in connection with any proceeding to which he or she may be a party, or may become involved by reason of being or having been a director or officer of the Association. The Association may indemnify its officers and directors to the extent permitted by the Texas Non-Profit Corporation Act.

The Association may purchase and maintain insurance on behalf of any director or officer or may enter into other arrangements, such as creating a trust fund, establishing a form of self-insurance, or establishing a letter of credit, guaranty or surety arrangement, in connection with indemnification of directors and officers; provided, however, that in no event shall the grant of a security interest or other lien on the assets of the Association ever be given to secure an indemnity obligation under this Section 5.05.

**Section 5.06. Compensation and Loans.** No director shall receive compensation for any service such director may render to the Association. However, directors shall be reimbursed for actual expenses incurred in the performance of his or her duties of office. No loans may be made by the Association to any officer or director of the Association.

**Section 5.07. Action Without Meeting and Telephone Meetings.** The directors shall have the right to take any action in the absence of a meeting which they could take at a meeting by obtaining the written approval of all the directors. Any action so approved shall have the same effect as though taken at a meeting of the directors. The Board may hold duly called meetings



between directors by conference, telephone or other similar communications equipment by means of which all participants in the meeting can hear each other.

## **ARTICLE VI NOMINATION AND ELECTION OF DIRECTORS**

**Section 6.01. Nominations.** Nominations for election to the Board shall be made by a Nominating Committee. Nominations may also be made from the floor at the annual meeting. The Nominating Committee shall consist of a Chairman, who shall be a member of the Board, and two or more Members. The Nominating Committee shall be appointed by the Board not less than thirty (30) days prior to each annual meeting of the Members, to serve from the close of such annual meeting until the close of the next annual meeting and such appointment shall be announced at each annual meeting. The Nominating Committee shall make as many nominations for election to the Board as it in its discretion shall determine, but not less than the number of vacancies that are to be filled. Such nominations must be made from Owners or, where such Owner is not an individual person, an officer, director, shareholder, partner or representative of an Owner.

**Section 6.02. Election of Board.** The initial Board shall be set forth in the Articles of Incorporation of the Association. The first election of the Board shall be conducted at the first meeting of the Association. All positions on the Board shall be filled at that election. Thereafter, directors shall be elected by Members at the annual meeting. At such elections the Members or their proxies may cast, in respect to each vacancy, as many votes as they are entitled to exercise under the provisions of the Declaration. The persons receiving the largest number of votes shall be elected. Cumulative voting is not permitted.

## **ARTICLE VII MEETINGS OF DIRECTORS**

**Section 7.01. Regular Meetings.** Regular meetings of the Board shall be held quarterly annually at such place within the State of Texas, and at such hour as may be fixed from time to time by resolution of the Board. If the meeting date falls upon a Saturday, Sunday or legal holiday, then that meeting shall be held at the same time on the next day which is not a Saturday, Sunday or legal holiday. Notice of the agenda and place of meeting shall be delivered either personally, by mail, by telephone, telegraph or facsimile communication equipment to the Board members not less than four (4) days prior to the meeting. However, notice of a meeting need not be given to Board members who have signed a waiver of notice or a written consent to the holding of the meeting. Attendance in person at a meeting, except where such director attends for the express purpose of objecting to the transaction of any business on the ground that the meeting is not lawfully called or convened, shall constitute waiver of notice and such director's consent to the holding of said meeting. Participation by a director in a meeting by telephone or similar communication equipment shall constitute waiver of notice and attendance in person at such meeting.

**Section 7.02. Special Meetings.** Special meetings of the Board shall be held when

called by written notice signed by the President or by any majority of directors other than the President. The notice shall specify the time and place of the meeting and the nature of any special business to be considered. The notice shall be sent to all directors by mail not less than three (3) days prior to the scheduled time of the meeting, provided that notice of the meeting need not be given to Board members who have signed a waiver of notice or a written consent to the holding of the meeting. An officer of the Association shall make reasonable efforts to notify all directors of the meeting by telephone. Attendance in person at a meeting, except where such director attends for the express purpose of objecting to the transaction of any business on the ground that the meeting is not lawfully called or convened, shall constitute waiver of notice and such director's consent to the holding of said meeting. Participation by a director in a meeting by telephone or similar communication equipment shall constitute waiver of notice and attendance in person at such meeting.

**Section 7.03. Quorum.** A majority of the total number of directors constituting the Board shall constitute a quorum for the transaction of business. Every act performed or decision made by a majority of the directors present at a duly held meeting at which a quorum is present shall be regarded as the act of the Board.

**Section 7.04. Open Meetings.** 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 expressly so authorized by a majority of a quorum of the Board.

**Section 7.05. Executive Session.** The Board may, with approval of a majority of a quorum, adjourn a meeting and reconvene in executive session to discuss and vote upon personnel matters, litigation in which the Association is or may become involved, disciplinary matters, and orders of business of a similar nature. The nature of any and all business to be considered in executive session shall first be announced in open session.

**Section 7.06. Action Without Meeting and Telephone Meetings.** The Board may take actions without a meeting if all of its members consent in writing to the action to be taken and may hold duly called meetings between directors by conference telephone or other similar communications equipment by means of which all persons participating in the meeting can hear each other. Participation in a meeting shall constitute presence in person at such meeting, except where a person participates in such 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.

## **ARTICLE VIII GENERAL POWERS AND DUTIES OF THE BOARD OF DIRECTORS**

**Section 8.01. Powers and Duties.** The affairs of the Association shall be conducted by the Board. In addition to the powers and duties enumerated in the Declaration or elsewhere herein, and without limiting the generality thereof, the Board, for the mutual benefit of the Members, shall have the powers and/or duties set forth in the Declaration and the following powers and/or duties:

- (a) If, as and when the Board, in its sole discretion, deems necessary it may take such action to enforce the terms and provisions of the Declaration, the Articles of Incorporation and these Bylaws by appropriate means and carry out the

obligations of the Association thereunder, including without limitation, the expenditure of funds of the Association, the employment of legal counsel and accounting services, the commencement of legal causes of action, the promulgation and enforcement of the Association rules which may include the establishment of a system of fines and/or penalties enforceable as special individual assessments as provided in the Declaration and to enjoin and/or seek legal damages from any Owner for violation of such provisions or rules;

(b) To acquire (free and clear of any encumbrances), maintain and otherwise manage all or any part of the Common Properties and all facilities, improvements and landscaping thereon, and all personal property acquired or owned by the Association;

(c) Except as may otherwise be provided in the Declaration, to dedicate, mortgage or sell all or any part of the Common Properties and all facilities, improvements and landscaping thereon, and all personal property acquired or owned by the Association;

(d) To execute all declarations of ownership for tax assessment purposes and to pay any and all real and personal property taxes and other charges or assessments assessed against the Common Properties, if any, unless the same are separately assessed to all or any of the Owners, in which event such taxes shall be paid by such Owners;

(e) To obtain, for the benefit of the Common Properties, all water, gas and electric services, refuse collections, landscape maintenance services and other services, which in the opinion of the Board shall be necessary or proper;

(f) To make such dedications and grant such easements, licenses, franchises and other rights, which in its opinion are necessary for street, right-of-way, utility, sewer, drainage and other similar facilities or video services, cable television services, security services, communication services and other similar services over the Common Properties to serve the Properties or any part thereof;

(g) To contract for and maintain such policy or policies of insurance as may be required by the Declaration or as the Board deems necessary or desirable in furthering the purposes of and protecting the interest of the Association and its Members;

(h) To borrow funds to pay costs of operation secured by assignment or pledge of its rights against delinquent Owners to the extent deemed advisable by the Board;

(i) To enter into contracts for legal and accounting services, maintain one or more bank accounts, and generally, to have the powers necessary or incidental to the operation and management of the Association and the Common Properties;

(j) If, as and when the Board, in its sole discretion, deems necessary it

may, but shall not be obligated to, take action to protect or defend the Common Properties or other property of the Association from loss or damage by suit or otherwise;

(k) If, as and when the Board, in its sole discretion, deems it necessary it may, but shall not be obligated to, sue and defend in any court of law on behalf of the Association or one (1) or more of its Members;

(l) To establish and maintain a working capital and/or contingency fund in an amount to be determined by the Board;

(m) To make reasonable rules and regulations for the operation and use of the Common Properties and to amend same from time to time;

(n) To make an unaudited annual report available (within sixty (60) days after the end of each fiscal year) to each Owner and any individual or entity holding a mortgage or deed of trust on any Lot;

(o) To adjust the amount, collect and use any insurance proceeds to repair damage or replace lost property owned by the Association, and if the proceeds are insufficient to repair damage or replace lost property owned by the Association, to assess the Members in proportionate amounts to cover the deficiency as set forth in the Declaration;

(p) To provide services for the benefit of Members, including but not limited to security, entertainment, recreation, education and television cable;

(q) To delegate its powers and duties to committees, officers or employees as provided in these Bylaws, employ a manager or other persons and contract with independent contractors or managing agents who have professional experience to perform all or any part of the duties and responsibilities of the Association, provided that any contract with a person or entity appointed as a manager or managing agent shall be terminable with or without cause on not more than ninety (90) days written notice by the Association and shall have a term of not more than one (1) year with successive one (1) year renewal periods upon the mutual agreement of the parties;

(r) To suspend the voting rights of any Owners who have failed to pay their assessments or who have otherwise violated the Declaration, these Bylaws or the rules and regulations of the Association;

(s) To cause to be kept a complete record of all its acts and corporate affairs and to present a statement thereof to the Members at the annual meeting of the Members, or at any special meeting when such statement is requested in writing by twenty-five percent (25%) or more of the outstanding votes of the Members, regardless of class.

(t) To elect the officers of the Association, as provided in these Bylaws;

(u) To fill vacancies on the Board, in accordance with Section 5.04 hereof; and

(v) Generally, to have the powers necessary or incidental to the operation and management of the Association and the Common Properties.

## ARTICLE IX OFFICERS AND THEIR DUTIES

**Section 9.01. Enumeration of Officers.** The officers of the Association shall be as follows:

- (a) A President, who shall at all times be a member of the Board;
- (b) A Vice President, who shall at all times be a member of the Board;
- (c) A Secretary, who may or may not be a member of the Board;
- (d) A Treasurer, who may or may not be a member of the Board; and
- (e) Such other officers, who may or may not be members of the Board, as the Board may from time to time by resolution create.

**Section 9.02. Multiple Offices.** The offices of President and Secretary may not be held by the same person.

**Section 9.03. Election of Officers.** At its organizational meeting following the incorporation of the Association, the directors shall elect officers. Thereafter, the election of officers shall take place at the first meeting of the Board following each annual meeting of the Members.

**Section 9.04. Term.** The officers shall be elected annually by the Board and each shall hold office as set forth in Section 5.02, unless an officer shall sooner resign, be removed, or otherwise become disqualified to serve.

**Section 9.05. Special Appointments.** The Board may elect such other officers or appoint such other agents as the affairs of the Association may require, each of whom shall hold office for such period, have such authority, and perform such duties as the Board may, from time to time, determine.

**Section 9.06. Resignation and Removal.** Any officer may be removed from office by the Board with or without cause. 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 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 9.07. Vacancies.** A vacancy in any office may be filled by appointment by the Board. The officer appointed to such vacancy shall serve for the remainder of the term of the replaced officer.

**Section 9.08. Duties.** The duties of the officers are as follows:

(a) President. The President shall (i) preside at all meetings of the Board; (ii) see that orders and resolutions of the Board are carried out; (iii) sign all leases, mortgages, deeds and other written instruments; provided, however, that any duly authorized officer may sign checks and promissory notes; and (iv) shall perform such other duties as may be required by the Board.

(b) Vice President. The Vice President shall (i) act in the place and stead of the President in the event of the President's absence, inability or refusal to act; and (ii) shall exercise and discharge such other duties as may be required by the Board.

(c) Secretary. The Secretary shall (i) record the votes and keep the minutes of all meetings and proceedings of the Board and of the Members; (ii) keep the corporate seal; of the Association and affix it on all papers requiring said seal, (iii) serve notice of meetings of the Board and of the Members; (iv) keep appropriate current records showing the Members of the Association together with their addresses; and (v) perform such other duties as required by the Board.

(d) Treasurer. The Treasurer shall (i) receive and deposit in appropriate bank accounts all monies of the Association; (ii) disburse such funds as directed by resolution of the Board; (iii) maintain the financial records of the Association; and (iv) perform such other duties of a similar nature as may be required by the Board.

## ARTICLE X COMMITTEES

The Declarant, so long as the Declarant is an Owner, and thereafter the Board, shall appoint an Architectural Control Committee, as provided in the Declaration. The provisions of Article 10, Section 10.5 of the Declaration specifically set forth the rights, duties, obligations, responsibilities and liabilities of the Architectural Control Committee and its members and those provisions are incorporated herein by reference for all purposes. The Board shall appoint other committees as deemed appropriate in carrying out its purpose.

## ARTICLE XI CORPORATE SEAL

The Association shall have a seal in circular form having within its circumference the name of the Association.

## **ARTICLE XII BOOKS AND RECORDS**

**Section 12.01. Inspection by Members.** The membership register, books of account and minutes of meetings of the Members, of the Board and of committees shall be made available for inspection and copying by any Member or by the Member's appointed representative, at any reasonable time and for a purpose reasonably related to the Member's interest, at the office of the Association or at such other place as the Board may designate.

**Section 12.02. Rules for Inspection.** The Board shall establish reasonable rules with respect to:

- (a) Notice to be given to the custodian of the records by the Member desiring to make the inspection;
- (b) Hours and days of the week when such an inspection may be made; and
- (c) Payment of the cost of reproducing copies of requested documents.

**Section 12.03. 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 by the Association. The rights of inspection by a director includes the right to make extra copies of documents.

## **ARTICLE XIII ASSESSMENTS**

The provisions of Article 2 of the Declaration specifically set forth the rights, obligations and liabilities of the Association and its Members relative to the levy, collection and use of assessments and those provisions are incorporated herein by reference for all purposes.

## **ARTICLE XIV INDEMNIFICATION**

Subject to the provisions of Article 1396-2.22A of the Texas Non-Profit Corporation Act, the Association may indemnify directors, officers, agents and employees as follows:

**1. Extent.**

(a) Statutorily Required Indemnification. The Association shall indemnify its directors and officers against reasonable expenses incurred in connection with a proceeding in which the director or officer is named as a defendant or respondent because he is or was a director or officer of the Association if he has been wholly successful, on the merits or otherwise, in the defense of the proceeding. The Association may, at the direction and in the sole discretion of the Board, pay for or reimburse the director or officer for the payment of his reasonable expenses in advance of the final disposition of the proceeding, provided that the Association receives in writing (i) an affirmation by the director or officer of his good faith belief that he has met the standards of conduct necessary for indemnification under Article 1396-22.2A of the Texas Non-Profit Corporation Act, and (ii) an undertaking by or on behalf of the director or officer to repay the amount paid or reimbursed if it is ultimately determined such standards of conduct have not been met.

(b) Permitted Indemnification. The Association, at the direction of and in the sole discretion of the Board, shall have the right, to such further extent as permitted by law, but not the obligation to indemnify any person who (i) is or was a director, officer, employee, or agent of the Association, or (ii) while a director, officer, employee, or agent of the Association, is or was serving at its request as a director, officer, partner, venturer, proprietor, trustee, employee, agent, or similar functionary of another foreign or domestic corporation, partnership, joint venture, sole proprietorship, trust, employee benefit plan, or other enterprise.

**2. Insurance.** The Association may purchase and maintain insurance or another arrangement on behalf of any person who is or was a director, officer, employee, or agent of the corporation or who is or was serving at its request as a director, officer, partner, venturer, proprietor, trustee, employee, agent, or similar functionary of another foreign or domestic corporation, partnership, joint venture, sole proprietorship, trust, employee benefit plan, or other enterprise against any liability asserted against him and incurred by him in such a capacity or arising out of his status as such a person, whether or not the Association would have the power to indemnify him against that liability pursuant to the provisions of the Texas Non-Profit Corporation Act. Furthermore, the Association may, for the benefit of persons indemnified by the Association, (i) create a trust fund; (ii) establish any form of self-insurance; (iii) secure its indemnity obligation by grant of a security interest or other lien on the assets of the Association; or (iv) establish a letter of credit, guaranty, or surety arrangement.



## **ARTICLE XV AMENDMENTS**

These Bylaws or the Articles of Incorporation may be amended at a regular or special meeting of the Members by a vote (in person or by proxy) or written consent, regardless of class, as provided in Section 4.06 of these Bylaws; provided, however, until such time as the Class B Membership shall cease and terminate, the Association shall not amend these Bylaws or the Articles of Incorporation, without the prior written approval of the Class B Member.

## **ARTICLE XVI MISCELLANEOUS**

**Section 16.01. Fiscal Year.** The fiscal year of the Association shall begin on the first day of January and end on the 31st day of December of every year, except that the first fiscal year shall begin on the date of incorporation of the Association.

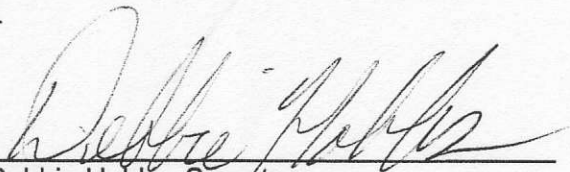
**Section 16.02. Interpretation.** In the case of any conflict between the Articles of Incorporation and these Bylaws, the Articles shall control; in the case of any conflict between the Declaration and these Bylaws, the Declaration shall control; and in the case of any conflict between the Declaration and the laws of the State of Texas governing non-profit corporations, the laws of the State of Texas shall control; provided, however, to the extent reasonably practical, the Articles of Incorporation, Bylaws and Declaration shall be construed and interpreted together as consistent and non-conflicting documents, such being the intent thereof.

**CERTIFICATION**

I, the undersigned, am the duly elected and acting Secretary of MEADOW GLEN HOMEOWNERS' ASSOCIATION, INC., a non-profit corporation, and I do hereby certify:

That the within and foregoing Bylaws were adopted as the Bylaws of said corporation as of July 14, 2005, that the same do now constitute the Bylaws of said corporation, and that they have not been modified, amended nor rescinded.

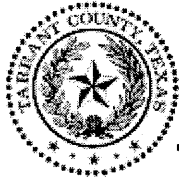
**IN WITNESS WHEREOF**, I have hereunto subscribed my name and affixed the seal of said corporation as of July 14, 2005.

  
Debbie Hobbs, Secretary

# **Declaration of CC&R's**

MARY LOUISE GARCIA

COUNTY CLERK



100 West Weatherford Fort Worth, TX 76196-0401

PHONE (817) 884-1195

PREMIER COMMUNITIES MANAGEMENT  
3102 OAK LAWN AVE STE 202  
DALLAS, TX 75219

Submitter: MEADOW GLEN HOA

**DO NOT DESTROY**  
**WARNING - THIS IS PART OF THE OFFICIAL RECORD.**

Filed For Registration: 1/4/2012 3:27 PM

Instrument #: D212002455

OPR 5 PGS \$28.00

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

*Mary Louise Garcia*

D212002455

ANY PROVISION WHICH RESTRICTS THE SALE, RENTAL OR USE OF THE DESCRIBED REAL PROPERTY  
BECAUSE OF COLOR OR RACE IS INVALID AND UNENFORCEABLE UNDER FEDERAL LAW.

Prepared by: MGSALAZAR

4

**Meadow Glen Homeowners Association, Inc.  
3102 Oak Lawn, Suite 202  
Dallas, TX 75219**

**Dedicatory Instruments**

**Collection Policy**

**WHEREAS, Meadow Glen Homeowners Association, Inc.** (the "Association") is an addition in Tarrant County, Texas. The final plats were recorded in the Real Property Records of Tarrant County, Texas as; Phase I - Document No. D205349171 on November 25, 2005; Phase II - Document No. D206125992 on April 28, 2006; and Amending Phase I - Document No. D206173104 on June 8, 2006. Lots in Meadow Glen are subject to the Declaration of Covenants, Conditions & Restrictions for Meadow Glen Homeowners Association, recorded on June 17, 2005 as Document Number D205171905 in the Real Property Records, Tarrant County, Texas. **The Association wishes to adopt reasonable guidelines to establish a collection policy for the Association for delinquent regular or special assessments or any other amount owed to the Association; and**

**WHEREAS,** the Board wishes to update and adopt these reasonable guidelines to be in compliance with Section 209.0062 of the Texas Property Code; and

**WHEREAS,** the Board intends to file these guidelines in the real property records of each county in which the subdivision is located, in compliance with Section 209.0062 of the Texas Property Code; and

**NOW, THEREFORE, IT IS RESOLVED** that the attached collection policy has been established by the Board and is to be recorded with the Real Property Records.



a FirstService Residential company

Creating the most desirable residential communities in which to live.

Meadow Glen Homeowners' Association, Inc.  
 3102 Oak Lawn Ave Suite 202  
 Dallas, TX 75219

**Meadow Glen Homeowners' Association, Inc. COLLECTION POLICY**

Meadow Glen Homeowners' Association, Inc. collection process includes the following steps *unless authorized exceptions to this process are communicated in writing from the Board of Directors through the Association Manager.*

| Notice                          | Description   | Fees  |
|---------------------------------|---|---|
| 1 <sup>st</sup> Friendly Notice | <ul style="list-style-type: none"> <li>Issued by the billing department after the Association's late date as a statement showing the total amount due. The late date is the 10<sup>th</sup>.</li> <li>Only issued to owners with a balance of \$10 or more.               <ul style="list-style-type: none"> <li>Late/interest fees may vary based on governing documents.</li> <li>Interest is not calculated on balances under \$2.</li> <li>Late date may vary based on governing documents.</li> </ul> </li> </ul>  | 15% per annum + \$8.00 processing fee   |
| 2 <sup>nd</sup> Formal Notice   | <ul style="list-style-type: none"> <li>Issued by the billing department as a late letter (typically 30 days after the Friendly Notice).</li> <li>Includes the Fair Debt Collections verbiage and allows the account holder 30 days from receipt of notice to address the delinquent account.               <ul style="list-style-type: none"> <li>Per the Texas Property Code, these notices must be mailed certified (also mailed first class) and include language regarding restricted access to amenities and the right to cure.</li> </ul> </li> <li>Only issued to owners <u>with a balance of \$50 or more</u>.               <ul style="list-style-type: none"> <li>A second late statement may be sent to owners in lieu of or in addition to the second notice, but the processing fees and collateral costs (print, envelopes, postage, etc.) still apply to each review and mailing.</li> </ul> </li> </ul> | \$18.00 processing fee  |
| Demand Letter                   | <ul style="list-style-type: none"> <li>This is a second 30-day collection notice (similar to the 2<sup>nd</sup> Formal Notice); sent via certified mail.</li> <li>The billing department will automatically proceed with referring an account for demand <i>unless the Manager or Board of Directors stipulates otherwise</i>.</li> <li>Association collection policies may require demand letter processing through an attorney's office.</li> <li><b>NOTE:</b> For Associations under developer control, builder referral for advanced collection action requires approval from the divisional Director in addition to the Manager.</li> </ul>  | \$35.00 request for demand + collection agency/attorney fees (fees vary by office/agency) |
| Lien                            | <ul style="list-style-type: none"> <li>If an account is referred directly to an attorney's office, the billing department will automatically proceed with an Authorization to Lien <i>unless the Manager or Board of Directors stipulates otherwise</i>.</li> <li>If an account is referred to a collection agency (e.g., Red Rock), the</li> </ul>   | \$20.00 request for lien + collection agency/attorney fees (fees vary by office/agency)   |

Loyalty • Integrity • Respect • Fun

Premier Communities Management Company  
 3102 Oak Lawn Avenue  
 Suite 202  
 Dallas, TX 75219



Teamwork • Work Ethic • Positive Attitude

Office: 214.871.9700  
 Toll Free: 866.424.8072  
 Fax: 214.889.9980  
[www.premiercommunities.net](http://www.premiercommunities.net)

|                    |   |  |
|--------------------|---|--|
|                    | <p>account is automatically processed for a lien subsequent to the 30-day timeline referenced in the demand letter.</p> <ul style="list-style-type: none"> <li>• The lien is filed with the county clerk where the property is located and is a legal record that a debt is owed and is secured against the property in question.</li> <li>• Processing and filing a lien with the county clerk can take up to 30 (thirty) days.</li> </ul>   | <p><i>office/agency and county)</i></p>  |
| <p>Foreclosure</p> | <ul style="list-style-type: none"> <li>• <b>Authorization for Foreclosure must be Board-approved in writing.</b> <ul style="list-style-type: none"> <li>○ The approval should be in the form of Board-approved meeting minutes or a signature on an approved form.</li> <li>○ The collection agency or attorney's office requires the Board to sign an Assignment of Substitute Trustee (AST) that allows the chosen representative to post and settle a foreclosure on behalf of the Board.</li> </ul> </li> <li>• Processing an account for foreclosure can take up to ninety (90) days</li> <li>• A homeowner has a six-month (180 day) period to redeem property that has been foreclosed by paying the amount owed in full, including all dues, legal, and collection fees; a condominium owner has a three month (90-day) right of redemption. <ul style="list-style-type: none"> <li>○ If the property is not redeemed, the next step is Authorization to Sell or Authorization to Evict.</li> <li>○ The Association can proceed with Authorization to Evict once the property has been foreclosed.</li> </ul> </li> <li>• <b>NOTE 1:</b> The Association lien is subordinate to the first lien holder (mortgage company). If the mortgage company forecloses on the property, the Association lien is relinquished and the amount owed is written off to unrecovered assessments. The mortgage company is responsible for all dues and fees incurred after the date of foreclosure, as they are the new legal owners of the property.</li> <li>• <b>NOTE 2:</b> There are two types of foreclosure available to Associations, judicial and expedited non-judicial. The governing documents for each community will specify which methods of foreclosure are available to the Association. <ul style="list-style-type: none"> <li>○ Expedited non-judicial foreclosure is a new requirement for Associations that do not require judicial foreclosure per HB 1228 effective 1/1/2012.</li> </ul> </li> </ul> | <p>\$20.00 request for foreclosure + collection agency/attorney fees (<i>fees vary by office and county)</i></p> |

This is to certify that the foregoing Collection Policy was adopted by the Board of Directors.

Name: Eileen Klassen  
 Title: Vice President / Treasurer  
 Date: 12/8/2011



a FirstService Residential company

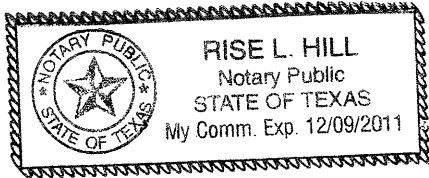
Creating the most desirable residential communities in which to live.

STATE OF TEXAS

§  
§  
§

COUNTY OF Tarrant

This instrument was acknowledged before me on the 8 day of Dec. 2011, by Eileen Klassen of Meadow Glen Homeowners Association, a Texas non-profit corporation, on behalf of said corporation.



*Rise L Hill*  
Notary Public, State of Texas

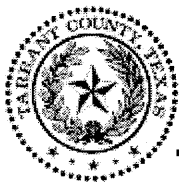
AFTER RECORDING RETURN TO:

*Premier Communities Management  
3102 Oak Lawn Avenue, Suite 202  
Dallas, TX 75219*



MARY LOUISE GARCIA

COUNTY CLERK



100 West Weatherford Fort Worth, TX 76196-0401

PHONE (817) 884-1195

PREMIER COMMUNITIES MANAGEMENT  
3102 OAK LAWN AVE STE 202  
DALLAS, TX 75219

Submitter: MEADOW GLEN HOA

**DO NOT DESTROY**  
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Filed For Registration: 1/4/2012 3:27 PM

Instrument #: D212002453

OPR 4 PGS \$24.00

By: Mary Louise Garcia

D212002453

ANY PROVISION WHICH RESTRICTS THE SALE, RENTAL OR USE OF THE DESCRIBED REAL PROPERTY  
BECAUSE OF COLOR OR RACE IS INVALID AND UNENFORCEABLE UNDER FEDERAL LAW.

Prepared by: MGSALAZAR

3

**Meadow Glen Homeowners Association, Inc.  
3102 Oak Lawn, Suite 202  
Dallas, TX 75219**

**Dedicatory Instruments**

**Alternative Payment Schedule Guidelines for Certain Assessments**

**WHEREAS, Meadow Glen Homeowners Association, Inc.** (the "Association") is an addition in Tarrant County, Texas. The final plats were recorded in the Real Property Records of Tarrant County, Texas as; Phase I - Document No. D205349171 on November 25, 2005; Phase II - Document No. D206125992 on April 28, 2006; and Amending Phase I - Document No. D206173104 on June 8, 2006. Lots in Meadow Glen are subject to the Declaration of Covenants, Conditions & Restrictions for Meadow Glen Homeowners Association, recorded on June 17, 2005 as Document Number D205171905 in the Real Property Records, Tarrant County, Texas. **The Association wishes to adopt reasonable guidelines to establish an alternative payment schedule by which an owner may make partial payments to the Association for delinquent regular or special assessments or any other amount owed to the Association; and**

**WHEREAS,** the Board wishes to update and adopt these reasonable guidelines to be in compliance with Section 209.0062 of the Texas Property Code; and

**WHEREAS,** the Board intends to file these guidelines in the real property records of each county in which the subdivision is located, in compliance with Section 209.0062 of the Texas Property Code; and

**NOW, THEREFORE, IT IS RESOLVED** that the attached guidelines have been established by the Board and are to be recorded with the Real Property Records.

Meadow Glen Homeowners' Association, Inc.  
3102 Oak Lawn Ave Suite 202  
Dallas, TX 75219

**Alternative Payment Schedule Guidelines for Certain Assessments**

**WHEREAS**, the Board of Directors (the "Board") of *Meadow Glen Homeowners' Association, Inc.*, (the "Association") wishes to adopt reasonable guidelines to establish an alternative payment schedule by which an owner may make partial payments to the Association for delinquent regular or special assessments or any other amount owed to the Association; and

**WHEREAS**, the Board wishes to adopt these reasonable guidelines in compliance with Section 209.0062 of the Texas Property Code; and

**WHEREAS**, the Board intends to file these guidelines in the real property records of each county in which the subdivision is located, in compliance with Section 209.0062 of the Texas Property Code; and

**NOW, THEREFORE, IT IS RESOLVED** that the following guidelines are established by the Board:

1. Upon the request of a delinquent owner, the Association shall enter into an alternative payment schedule with such owner, subject to the following guidelines:
  - a. An Alternative Payment Schedule is only available to owners who have delinquent regular assessments, special assessments or any other amount owed to the association.
  - b. An Alternative Payment Schedule will not be made available, except in the sole discretion of the Board, to owners who have failed to honor the terms of a previous Alternative Payment Schedule during the two years following the owner's default of such Alternative Payment Schedule.
  - c. During the course of an Alternative Payment Schedule, additional monetary penalties, other than reasonable costs associated with administering the Alternative Payment Schedule and interest, shall not be charged against an owner.
  - d. The minimum term for an Alternative Payment Schedule is three months from the date of the owner's request for an Alternative Payment Schedule. The maximum term for an Alternative Payment Schedule is eighteen months from the date of the owner's request for an Alternative Payment Schedule.
  - e. All other terms of an Alternative Payment Schedule are at the discretion of the Board of Directors.

This is to certify that the foregoing Alternative Payment Schedule Guidelines for Certain Assessments was adopted by the Board of Directors, in accordance with Section 209.0062 of the Texas Property Code.

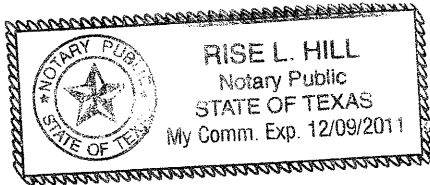
Name: Eileen Klassen  
Title: Vice President / Treasurer  
Date: 12/8/2011

STATE OF TEXAS

COUNTY OF Tarrant

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§  
§

This instrument was acknowledged before me on the 8 day of December, 2011, by Eileen Klassen, Vice President of Meadow Glen Homeowners Association, a Texas non-profit corporation, on behalf of said corporation.



Rise L. Hill  
Notary Public, State of Texas

*AFTER RECORDING RETURN TO:*  
  
*Premier Communities*  
*3102 Oak Lawn Avenue, Suite 202*  
*Dallas, Texas 75219*

MARY LOUISE GARCIA

COUNTY CLERK



100 West Weatherford Fort Worth, TX 76196-0401

PHONE (817) 884-1195

PREMIER COMMUNITIES MANAGEMENT  
3102 OAK LAWN AVE STE 202  
DALLAS, TX 75219

Submitter: MEADOW GLEN HOA

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Filed For Registration: 1/4/2012 3:27 PM

Instrument #: D212002454

OPR 4 PGS \$24.00

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

*Mary Louise Garcia*

D212002454

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BECAUSE OF COLOR OR RACE IS INVALID AND UNENFORCEABLE UNDER FEDERAL LAW.

Prepared by: MGSALAZAR

3

**Meadow Glen Homeowners Association, Inc.  
3102 Oak Lawn, Suite 202  
Dallas, TX 75219**

**Dedicatory Instruments**

**Policy for Priority of Payments**

**WHEREAS, Meadow Glen Homeowners Association, Inc. (the "Association") is an addition in Tarrant County, Texas. The final plats were recorded in the Real Property Records of Tarrant County, Texas as; Phase I - Document No. D205349171 on November 25, 2005; Phase II - Document No. D206125992 on April 28, 2006; and Amending Phase I - Document No. D206173104 on June 8, 2006. Lots in Meadow Glen are subject to the Declaration of Covenants, Conditions & Restrictions for Meadow Glen Homeowners Association, recorded on June 17, 2005 as Document Number D205171905 in the Real Property Records, Tarrant County, Texas. **The Association wishes to adopt reasonable guidelines for priority of payments for the Association for delinquent regular or special assessments or any other amount owed to the Association; and****

**WHEREAS, the Board wishes to update and adopt these reasonable guidelines to be in compliance with Section 209.0062 of the Texas Property Code; and**

**WHEREAS, the Board intends to file these guidelines in the real property records of each county in which the subdivision is located, in compliance with Section 209.0062 of the Texas Property Code; and**

**NOW, THEREFORE, IT IS RESOLVED that the attached priority of payment policy has been established by the Board and is to be recorded with the Real Property Records.**

Meadow Glen Homeowners' Association, Inc.  
3102 Oak Lawn Ave Suite 202  
Dallas, TX 75219

**Policy for Priority of Payments**

**WHEREAS**, the Board of Directors (the "Board") of *Meadow Glen Homeowners' Association, Inc.* the ("Association") wishes to establish a Policy for Priority of Payments which shall govern the method in which payments received by the Association from owners are applied; and

**WHEREAS**, the Board wishes to adopt this policy in compliance with Section 209.0063 of the Texas Property Code; and

**WHEREAS**, the Board intends to file this policy in the real property records of each county in which the subdivision is located, in compliance with Sections 209.0063 and 202.006 of the Texas Property Code; and

**NOW, THEREFORE, IT IS RESOLVED** that the following Policy for Priority of Payments is established by the Board:

- A. Except as provided by Section (B), a payment received by the Association from an owner shall be applied to the owner's debt in the following order of priority:
1. any delinquent assessment;
  2. any current assessment;
  3. any attorney's fees or third party collection costs incurred by the Association associated solely with assessments or any other charge that could provide the basis for foreclosure;
  4. any attorney's fees incurred by the association that are not subject to Subsection (3) above;
  5. any fines assessed by the Association;
  6. any other amount owed to the Association.
- B. If, at the time the Association receives a payment from an owner and the owner is in default under an Alternative Payment Schedule entered into with the Association, the Association is not required to apply the payment in the order of priority outlined in Section (A), in accordance with Section 209.0063 of the Texas Property Code. Instead, in the event that an owner is in default under an Alternative Payment Schedule at the time the Association receives a payment from the property owner, then the payment received by the Association from an owner shall be applied to the owner's debt in the following order of priority:

1. any attorney's fees or third party collection costs incurred by the Association associated solely with assessments or any other charge that could provide the basis for foreclosure;
2. any attorney's fees incurred by the association that are not subject to the immediately previous Subsection (1);
3. any delinquent assessment;
4. any current assessment;
5. any other amount owed to the Association.
6. any fines assessed by the Association.

This policy shall supersede and render null and void any previously adopted priority of payment/payment plan policy to the extent that the terms of such policy are contradictory.

This is to certify that the foregoing Policy for Priority of Payments was adopted by the Board of Directors, in accordance with Section 209.0063 of the Texas Property Code.

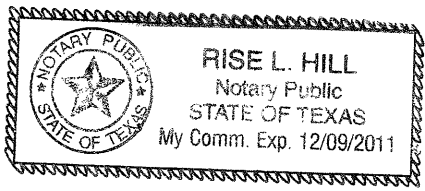
Name: Eileen Klausen  
 Title: Vice President/Treasurer  
 Date: 12/8/2011

STATE OF TEXAS §  
 COUNTY OF Tarrant §

This instrument was acknowledged before me on the 8 day of Dec 20 11, by Eileen Klausen of Meadow Glen Homeowners Association, a Texas non-profit corporation, on behalf of said corporation.

Josi S. Hill  
 Notary Public, State of Texas

AFTER RECORDING RETURN TO:  
 Premier Communities  
 3102 Oak Lawn Avenue, Suite 202  
 Dallas, Texas 75219





MARY LOUISE GARCIA

COUNTY CLERK



100 West Weatherford Fort Worth, TX 76196-0401

PHONE (817) 884-1195

PREMIER COMMUNITIES MANAGEMENT  
3102 OAK LAWN AVE STE 202  
DALLAS, TX 75219

Submitter: MEADOW GLEN HOA

**DO NOT DESTROY**  
**WARNING - THIS IS PART OF THE OFFICIAL RECORD.**

Filed For Registration: 1/4/2012 3:27 PM

Instrument #: D212002452

OPR

9

PGS

\$44.00

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

*Mary Louise Garcia*

D212002452

ANY PROVISION WHICH RESTRICTS THE SALE, RENTAL OR USE OF THE DESCRIBED REAL PROPERTY  
BECAUSE OF COLOR OR RACE IS INVALID AND UNENFORCEABLE UNDER FEDERAL LAW.

Prepared by: MGSALAZAR

**Meadow Glen Homeowners Association, Inc.  
3102 Oak Lawn, Suite 202  
Dallas, TX 75219**

**Dedicatory Instruments**

**Policy for Records Production and Copying**

**WHEREAS, Meadow Glen Homeowners Association, Inc.** (the "Association") is an addition in Tarrant County, Texas. The final plats were recorded in the Real Property Records of Tarrant County, Texas as; Phase I - Document No. D205349171 on November 25, 2005; Phase II - Document No. D206125992 on April 28, 2006; and Amending Phase I - Document No. D206173104 on June 8, 2006. Lots in Meadow Glen are subject to the Declaration of Covenants, Conditions & Restrictions for Meadow Glen Homeowners Association, recorded on June 17, 2005 as Document Number D205171905 in the Real Property Records, Tarrant County, Texas. **The Association wishes to adopt reasonable guidelines for records production and copying for the Association; and**

**WHEREAS,** the Board wishes to update and adopt these reasonable guidelines to be in compliance with Section 209.0062 of the Texas Property Code; and

**WHEREAS,** the Board intends to file these guidelines in the real property records of each county in which the subdivision is located, in compliance with Section 209.0062 of the Texas Property Code; and

**NOW, THEREFORE, IT IS RESOLVED** that the attached records production and copying policy has been established by the Board and is to be recorded with the Real Property Records.

Meadow Glen Homeowners' Association, Inc.  
3102 Oak Lawn Ave Suite 202  
Dallas, TX 75219

**Records Production and Copying Policy**

**WHEREAS**, the Board of Directors (the "Board") of *Meadow Glen Homeowners' Association, Inc.*, (the "Association") wishes to establish a Records Production and Copying Policy which shall govern the costs the Association will charge for the compilation, production, and reproduction of information requested under Section 209.005 of the Texas Property Code; and

**WHEREAS**, the Board wishes to adopt this policy in compliance with Section 209.005 of the Texas Property Code; and

**WHEREAS**, the Board intends to file this policy in the real property records of each county in which the subdivision is located, in compliance with Sections 209.005 and 202.006 of the Texas Property Code; and

**NOW, THEREFORE, IT IS RESOLVED** that the following Records Production and Copying Policy is established by the Board:

- A. An owner is responsible for costs related to the compilation, production, and reproduction of the books and records of the Association. Costs shall be the same as all costs under 1 T.A.C. Section 70.3, the pertinent part of which is reproduced in italics below, and are subject to increase in the event 1 T.A.C. Section 70.3 is amended:

*1. Copy charge.*

*(A) Standard paper copy. The charge for standard paper copies reproduced by means of an office machine copier or a computer printer is \$.10 per page or part of a page. Each side that has recorded information is considered a page.*

*(B) 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:*

- *Diskette--\$1.00;*
- *Magnetic tape--actual cost;*
- *Data cartridge--actual cost;*
- *Tape cartridge--actual cost;*
- *Rewritable CD (CD-RW)--\$1.00;*
- *Non-rewritable CD (CD-R)--\$1.00;*
- *Digital video disc (DVD)--\$3.00;*

Records Production and Copying Policy

- *JAZ drive--actual cost;*
- *Other electronic media--actual cost;*
- *VHS video cassette--\$2.50;*
- *Audio cassette--\$1.00;*
- *Oversize paper copy (e.g.: 11 inches by 17 inches greenbar, bluebar, not including maps and photographs using specialty paper--See also §70.9 of this title)--\$.50;*
- *Specialty paper (e.g.: Mylar, blueprint, blueline, map, photographic--actual cost.*

2. *Labor charge for programming. If a particular request requires the services of a programmer in order to execute an existing program or to create a new program so that requested information may be accessed and copied, the governmental body may charge for the programmer's time.*

*(A) The hourly charge for a programmer is \$28.50 an hour. Only programming services shall be charged at this hourly rate.*

*(B) Governmental bodies that do not have in-house programming capabilities shall comply with requests in accordance with §552.231 of the Texas Government Code.*

*(C) If the charge for providing a copy of public information includes costs of labor, a governmental body shall comply with the requirements of §552.261(b) of the Texas Government Code.*

3. *Labor charge for locating, compiling, manipulating data, and reproducing public information.*

*(A) The charge for labor costs incurred in processing a request for public information is \$15 an hour. The labor charge includes the actual time to locate, compile, manipulate data, and reproduce the requested information.*

*(B) A labor charge shall not be billed in connection with complying with requests that are for 50 or fewer pages of paper records, unless the documents to be copied are located in:*

*(i) Two or more separate buildings that are not physically connected with each other; or*

*(ii) A remote storage facility.*

*(C) A labor charge shall not be recovered for any time spent by an attorney, legal assistant, or any other person who reviews the requested information:*

*(i) To determine whether the governmental body will raise any exceptions to disclosure of the requested information under the Texas Government Code, Subchapter C, Chapter 552; or*

*(ii) To research or prepare a request for a ruling by the attorney general's office pursuant to §552.301 of the Texas Government Code.*

*(D) When confidential information pursuant to a mandatory exception of the Act is mixed with public 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 public information. A labor charge shall not be made for redacting confidential information for requests of 50 or fewer pages, unless the request also qualifies for a labor charge pursuant to Texas Government Code, §552.261(a)(1) or (2).*

*(E) If the charge for providing a copy of public information includes costs of labor, a governmental body shall comply with the requirements of Texas Government Code, Chapter 552, §552.261(b).*

*(F) For purposes of paragraph (2)(A) of this subsection, two buildings connected by a covered or open sidewalk, an elevated or underground passageway, or a similar facility, are not considered to be separate buildings.*

#### **4. Overhead charge.**

*(A) Whenever any labor charge is applicable to a request, a governmental body 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 a governmental body 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 made statewide.*

*(B) An overhead charge shall not be made for requests for copies of 50 or fewer pages of standard paper records unless the request also qualifies for a labor charge pursuant to Texas Government Code, §552.261(a)(1) or (2).*

*(C) The overhead charge shall be computed at 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,  $\$15.00 \times .20 = \$3.00$ ; or Programming labor charge,  $\$28.50 \times .20 = \$5.70$ . If a request requires one hour of labor charge for locating, compiling, and reproducing information ( $\$15.00$  per hour); and one hour of programming labor charge ( $\$28.50$  per hour), the combined overhead would be:  $\$15.00 + \$28.50 = \$43.50 \times .20 = \$8.70$ .*

5. *Microfiche and microfilm charge.*

*(A) If a governmental body already has information that exists on microfiche or microfilm and has copies available for sale or distribution, the charge for a copy must not exceed the cost of its reproduction. If no copies of the requested microfiche or microfilm are available and the information on the microfiche or microfilm can be released in its entirety, the governmental body should make a copy of the microfiche or microfilm. The charge for a copy shall not exceed the cost of its reproduction. The Texas State Library and Archives Commission has the capacity to reproduce microfiche and microfilm for governmental bodies. Governmental bodies that do not have in-house capability to reproduce microfiche or microfilm are encouraged to contact the Texas State Library before having the reproduction made commercially.*

*(B) If only a master copy of information in microfilm is maintained, the charge is \$.10 per page for standard size paper copies, plus any applicable labor and overhead charge for more than 50 copies.*

6. *Remote document retrieval charge.*

*(A) Due to limited on-site capacity of storage documents, it is frequently necessary to store information that is not in current use in remote storage locations. Every effort should be made by governmental bodies to store current records on-site. State agencies are encouraged to store inactive or non-current records with the Texas State Library and Archives Commission. To the extent that the retrieval of documents results in a charge to comply*

*with a request, it is permissible to recover costs of such services for requests that qualify for labor charges under current law.*

*(B) If a governmental body has a contract with a commercial records storage company, whereby the private company charges a fee to locate, retrieve, deliver, and return to storage the needed record(s), no additional labor charge shall be factored in for time spent locating documents at the storage location by the private company's personnel. If after delivery to the governmental body, the boxes must still be searched for records that are responsive to the request, a labor charge is allowed according to subsection (d)(1) of this section.*

7. *Computer resource charge.*

*(A) The computer resource charge is a utilization charge for computers based on the amortized cost of acquisition, lease, operation, and maintenance of computer resources, which might include, but is not limited to, some or all of the following: central processing units (CPUs), servers, disk drives, local area networks (LANs), printers, tape drives, other peripheral devices, communications devices, software, and system utilities.*

*(B) These computer resource charges are not intended to substitute for cost recovery methodologies or charges made for purposes other than responding to public information requests.*

*(C) The charges in this subsection are averages based on a survey of governmental bodies with a broad range of computer capabilities. Each governmental body using this cost recovery charge shall determine which category(ies) of computer system(s) used to fulfill the public information request most closely fits its existing system(s), and set its charge accordingly. Type of System--Rate: mainframe--\$10 per CPU minute; Midsize--\$1.50 per CPU minute; Client/Server--\$2.20 per clock hour; PC or LAN--\$1.00 per clock hour.*

*(D) The charge made to recover the computer utilization cost is the actual time the computer takes to execute a particular program times the applicable rate. The CPU charge is not meant to apply to programming or printing time; rather it is solely to recover costs associated with the actual time required by the computer to execute a program. This time, called CPU time, can be read directly from the CPU clock, and most frequently will be a matter of seconds. If programming is required to comply with a particular*

*request, the appropriate charge that may be recovered for programming time is set forth in subsection (d) of this section. No charge should be made for computer print-out time. Example: If a mainframe computer is used, and the processing time is 20 seconds, the charges would be as follows:  $\$10 / 3 = \$3.33$ ; or  $\$10 / 60 \times 20 = \$3.33$ .*

*(E) A governmental body that does not have in-house computer capabilities shall comply with requests in accordance with the §552.231 of the Texas Government Code.*

- 8. Miscellaneous supplies. The actual cost of miscellaneous supplies, such as labels, boxes, and other supplies used to produce the requested information, may be added to the total charge for public information.*
  - 9. Postal and shipping charges. Governmental bodies may add any related postal or shipping expenses which are necessary to transmit the reproduced information to the requesting party.*
  - 10. Sales tax. Pursuant to Office of the Comptroller of Public Accounts' rules sales tax shall not be added on charges for public information (34 TAC, Part 1, Chapter 3, Subchapter O, §3.341 and §3.342).*
  - 11. Miscellaneous charges: A governmental body that accepts payment by credit card for copies of public information and that is charged a "transaction fee" by the credit card company may recover that fee.*
- B. Any requesting owner must provide advance payment of the costs of compilation, production, and reproduction for the requested information, as estimated by the Association. If the estimated costs are lesser or greater than the actual costs, the Association shall submit a final invoice to the owner on or before the 30<sup>th</sup> business day after the date the information is delivered. If the final invoice includes additional amounts due from the owner, the additional amounts, if not reimbursed to the Association before the 30<sup>th</sup> business day after the date the invoice is sent to the owner, may be added to the owner's account as an assessment. If the estimated costs exceed the final invoice amount, the owner is entitled to a refund, and the refund shall be issued to the owner not later than the 30<sup>th</sup> business day after the date the invoice is sent to the owner.

This policy shall supersede and render null and void any previously adopted policy to the extent that the terms of such policy are contradictory.

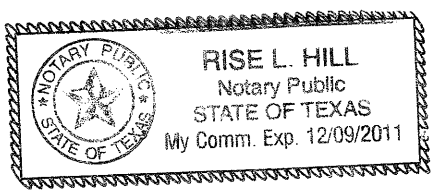


This is to certify that the foregoing Records Production and Copying Policy was adopted by the Board of Directors, in accordance with Section 209.005 of the Texas Property Code.

Name: Eileen Klausen  
Title: Vice President/Treasurer  
Date: 12/8/2011

STATE OF TEXAS §  
COUNTY OF Tarrant §

This instrument was acknowledged before me on the 8 day of Dec, 2011, by Eileen Klausen of Meadow Glen Homeowners Association, a Texas non-profit corporation, on behalf of said corporation.

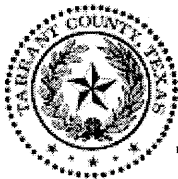


Rise L Hill  
Notary Public, State of Texas

AFTER RECORDING RETURN TO:  
  
*Premier Communities Management*  
3102 Oak Lawn Avenue, Suite 202  
Dallas, TX 75219

MARY LOUISE GARCIA

COUNTY CLERK



100 West Weatherford Fort Worth, TX 76196-0401

PHONE (817) 884-1195

PREMIER COMMUNITIES MANAGEMENT  
3102 OAK LAWN AVE STE 202  
DALLAS, TX 75219

Submitter: MEADOW GLEN HOA

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Filed For Registration: 1/4/2012 3:27 PM

Instrument #: D212002451

OPR

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\$24.00

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

*Mary Louise Garcia*

D212002451

ANY PROVISION WHICH RESTRICTS THE SALE, RENTAL OR USE OF THE DESCRIBED REAL PROPERTY  
BECAUSE OF COLOR OR RACE IS INVALID AND UNENFORCEABLE UNDER FEDERAL LAW.

Prepared by: MGSALAZAR

3

**Meadow Glen Homeowners Association, Inc.  
3102 Oak Lawn, Suite 202  
Dallas, TX 75219**

**Dedicatory Instruments**

**Policy for Document Retention**

**WHEREAS, Meadow Glen Homeowners Association, Inc.** (the "Association") is an addition in Tarrant County, Texas. The final plats were recorded in the Real Property Records of Tarrant County, Texas as; Phase I - Document No. D205349171 on November 25, 2005; Phase II - Document No. D206125992 on April 28, 2006; and Amending Phase I - Document No. D206173104 on June 8, 2006. Lots in Meadow Glen are subject to the Declaration of Covenants, Conditions & Restrictions for Meadow Glen Homeowners Association, recorded on June 17, 2005 as Document Number D205171905 in the Real Property Records, Tarrant County, Texas. **The Association wishes to adopt reasonable guidelines for document retention for the Association; and**

**WHEREAS,** the Board wishes to update and adopt these reasonable guidelines to be in compliance with Section 209.0062 of the Texas Property Code; and

**WHEREAS,** the Board intends to file these guidelines in the real property records of each county in which the subdivision is located, in compliance with Section 209.0062 of the Texas Property Code; and

**NOW, THEREFORE, IT IS RESOLVED** that the attached document retention policy has been established by the Board and is to be recorded with the Real Property Records.

Meadow Glen Homeowners' Association, Inc.  
3102 Oak Lawn Ave Suite 202  
Dallas, TX 75219

**Document Retention Policy**

**WHEREAS**, the Board of Directors (the "Board") of *Meadow Glen Homeowners' Association, Inc.*, the ("Association") wishes to adopt a Document Retention Policy in order to be compliant with Section 209.005(m) of the Texas Property Code; and

**WHEREAS**, the Board intends to file this policy in the real property records of each county in which the subdivision is located, in compliance with Sections 209.005 and 202.006 of the Texas Property Code; and

**NOW, THEREFORE, IT IS RESOLVED** that the following Document Retention Policy is established by the Board:

1. Certificates of formation, bylaws, restrictive covenants, and all amendments to the certificates of formation, bylaws, and covenants shall be retained permanently.
2. Financial books and records shall be retained for seven years.
3. Account records of current owners shall be retained for five years.
4. Contracts with a term of one year or more shall be retained for four years after the expiration of the contract term.
5. Minutes of meetings of the owners and the board shall be retained for seven years.
6. Tax returns and audit records shall be retained for seven years.

This policy shall supersede and render null and void any previously adopted policy to the extent that the terms of such policy are contradictory.

[signature page to follow]

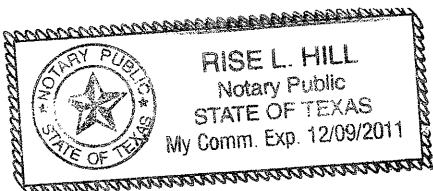
Document Retention Policy

This is to certify that the foregoing Document Retention Policy was adopted by the Board of Directors, in accordance with Section 209.005 of the Texas Property Code.

Name: Eileen Klausen  
Title: Vice President/Treasurer  
Date: 12/8/2011

STATE OF TEXAS §  
COUNTY OF Tarrant §

This instrument was acknowledged before me on the 8 day of Dec 20 11, by Eileen Klausen of Meadow Glen Homeowners Association a Texas non-profit corporation, on behalf of said corporation.



Rise L. Hill  
Notary Public, State of Texas

AFTER RECORDING RETURN TO:  
  
*Premier Communities Management*  
3102 Oak Lawn Avenue, Suite 202  
Dallas, TX 75219

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TARRANT COUNTY  
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SUZANNE  
COUNTY CLERK

**DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS  
FOR MEADOW GLEN**

THIS DECLARATION is made on the date hereinafter set forth by MANSFIELD MEADOW GLEN, LTD., a Texas limited partnership, hereinafter referred to as the "Declarant."

**WITNESSETH**

WHEREAS, the Declarant is the owner of certain real property in the City of Mansfield, Tarrant County, Texas, which is described in Exhibit "A" attached hereto and made a part hereof (the "Property").

WHEREAS, Declarant desires to create an exclusive planned community known as Meadow Glen on the Property and such other land as may be added thereto pursuant to the terms and provisions of this Declaration;

NOW THEREFORE, the Declarant declares that the Property described shall be held, sold and conveyed subject to the restrictions, covenants and conditions, which shall be deemed to be covenants running with the land and imposed on and intended to benefit and burden each Lot and other portions of the Property in order to maintain within the Property a planned community of high standards. Such covenants shall be binding on all parties having any right, title or interest therein or any party thereof, their respective heirs, personal representatives, successors and assigns, and shall inure to the benefit of each Owner thereof.

**ARTICLE 1.**

**1.1 Establishment of Covenants, Conditions and Restrictions**

Declarant hereby imposes upon the Property the covenants, conditions, restrictions, liens and easements set forth in this Declaration (the "Covenants") for the purposes of establishing a general scheme for development of the property, enhancing the value of the Lots and Residences (defined below), and establishing restrictions for residential use for the benefit of Declarant and the Owners (defined below). Declarant does not guarantee that all of these purposes will be accomplished through the creation and imposition of the Covenants. The Covenants touch and concern title to the Property, run with the land and shall be binding upon all persons hereafter acquiring any portion of the Property.

**1.2 Definitions** The terms set forth below shall have indicated meanings when used in this Declaration: other terms are defined elsewhere herein and shall have the meaning given to them in this Declaration.

**"ACC"** means the Architectural Control Committee established pursuant to this Declaration.

**"Assessments"** means the Maintenance Assessments and Special Assessments provided for in Article 2.

**"Association"** shall mean and refer to the Meadow Glen Homeowners' Association, Inc., a Texas not-for-profit corporation established for the purpose set forth herein, its successor and assigns.

**"Board"** shall mean and refer to the Board of Directors of the Association.

**"City"** shall mean the City of Mansfield, Texas

**"Common Areas"** shall mean and refer to that portion of the Property, if any, conveyed by deed to the Association for the use and benefit of the Owners as well as any other areas of land, improvements or other property rights within the Property which are known, described or designated in writing or which shall subsequently become known, described or designated as Common Areas intended for or devoted to the common use and enjoyment of the Owners, together with any and all improvements that are now or may hereafter be constructed thereon.

**"Common Maintenance Areas"** shall mean and refer to the Common Areas, if any, and the entrance monuments, drainage facilities, right-of-ways, landscaping, and such other areas lying within dedicated public easements or right-of-ways as deemed appropriate by the Board for the preservation, protection and enhancement of the property values and the general health, safety and welfare of the Owners.

**"Declarant"** shall mean and refer to Mansfield Meadow Glen, Ltd., its successors and assigns who are designated as such in writing by the Declarant, and who consent in writing to assume the duties and obligations of the Declarant with respect to the Lots acquired by such successor and/or assign.

**"Design Guidelines"** shall mean and refer to those particular standards, restrictions, guidelines, recommendations and specifications applicable to all aspects of construction, placement, location, alteration, maintenance and design of any improvements within the Property, and all amendments, modification, supplements and interpretations thereof, which may be established pursuant to Article 11.5 (d).

**"Declaration"** shall mean and refer to this Declaration of Covenants, Conditions and Restrictions for Meadow Glen and any amendments, annexations and supplements thereto made in accordance with its terms.

**"Home," "Dwelling" or "Residence"** shall mean and refer to any

residential unit, situated upon any Lot, including the parking garage utilized in connection therewith and the Lot upon which the Home, Dwelling or Residence is located.

**"Lienholder" or "Mortgagee"** shall mean the holder of a first mortgage lien, either on any Home and/or any Lot.

**"Lot"** shall mean and refer to that portion of the Property consisting of 49.9896 acres of land located in Mansfield, Tarrant County, Texas, comprising **One Hundred Sixty One (161)** Lots with the exception of the Common Areas and areas deeded to a governmental authority or utility, together with all improvements thereon.

**"Member"** shall mean and refer to every person or entity who holds membership in the Association. The Declarant and each Owner shall be a Member in the Association.

**"Owner"** shall mean and refer to the record owner, including the Declarant, whether one (1) or more persons or entities, of the fee simple title to any Lot, including the home builder, but shall exclude those having an interest, merely as security for the performance of an obligation. However, the term "Owner" shall include any lienholder or mortgagee who acquires fee simple title to any Lot which is part of the Property, through deed in lieu of foreclosure or through judicial or nonjudicial foreclosure.

**"Plat"** means (i) initially, the Preliminary Plat, and thereafter the Final Plat, for any Phase of the Property submitted to and approved by the City, or any other applicable governmental entity; (ii) after the recoding thereof, the final Plat for any Phase of the Property as recorded in the Records of Tarrant County, Texas; and (iii) any replat of, or amendment to, the foregoing made by Declarant in accordance with this Declaration. The term "Plat" shall also include the final recorded plat of any additional property annexed into the Property pursuant to Article 10.1.

**"Property," "Premises" or "Development"** shall mean and refer to the real property described in Exhibit "A," known as Meadow Glen and such additions thereto as may be brought within the jurisdiction of the Association and be made subject to this Declaration.

**"Structure"** means any structure (other than a Residence), fence, driveway, sidewalk, planting, landscaping, irrigation system, wall, tennis court, basketball goal, swimming outbuilding, playground equipment, or other improvements of any kind or type.

**"Vehicle"** means any vehicle of any kind or type whatsoever, including any automobile, truck, motorcycle, boat, mobile home, motor home, airplane, boat trailer, or other kind of trailer.



**ARTICLE 2.  
HOMEOWNERS' ASSOCIATION**

**2.1 Establishment of Association.** The formal establishment of the Meadow Glen Homeowners' Association will be accomplished by the filing of the Articles of Incorporation of the Meadow Glen Homeowners' Association with the Secretary of State for the State of Texas and the subsequent issuance by the Secretary of State of the Certificate of Incorporation of the "Meadow Glen Homeowners' Association".

**2.2 Adoption of By-Laws.** Bylaws for the Meadow Glen Homeowners' Association will be established and adopted by the Board.

**2.3 Membership.** The Declarant and every other Owner of a Lot, including any successive buyer(s), shall automatically and mandatorily become a member of the Association. Membership shall be appurtenant to and shall not be separated from ownership of any Lot. Every member shall have the right at all reasonable times during business hours to inspect the books of the Association.

**2.4 Voting Rights.** The Association shall have two (2) classes of voting membership:

(a) **Class A.** Class A Members shall be all Owners, except Declarant, and shall be entitled to one (1) vote for each Lot owned. When more than one person holds an interest in any Lot, all such persons shall be members, but the vote for such Lot shall be exercised as they among themselves determine, and in no event shall more than one (1) vote be cast with respect to any Lot.

(b) **Class B.** The Class B Member shall be the Declarant who shall be entitled to ten (10) votes for each unoccupied Lot it owns. The Class B membership shall cease and terminate upon the conveyance by Declarant of the last Lot owned by the Declarant.

(c) **Suspension.** All voting rights of an Owner shall be suspended during any period in which such Owner is delinquent in payment of any assessment duly established pursuant to this Article or is otherwise in default hereunder or under the By-Laws or rules and regulations of the Association and such suspension shall apply to the proxy authority of the voting representative, if any.

(d) **No Cumulative Voting.** At all Association meetings there shall be no cumulative voting. Prior to all meetings, the Board shall determine the total number of votes outstanding and the Members entitled to vote.

**2.5 Notice and Quorum.** Written notice of any meeting called for the purpose

of taking any action authorized herein shall be sent to all Members, or delivered to their Residences, not less than fifteen (15) days nor more than sixty (60) days in advance of the meeting. At any such meeting called, the presence of Members or of proxies of voting representatives entitled to cast two-thirds (2/3) of the votes of the Association shall constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notice requirement, and the required quorum at such subsequent meeting shall be two-thirds (2/3) of the quorum requirement for such prior meeting. The Association may call as many subsequent meetings as may be required to achieve a quorum (the quorum requirement being reduced for each such meeting). No such subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

**2.6 Funding.** Subject to the terms of this Article, Declarant, for each Lot owned by Declarant, hereby covenants to pay, and each Owner of any Lot by acceptance of a deed therefor, whether or not it shall be so expressed in such deed, covenants and agrees to pay to the Association: (1) annual assessment or charges, and (2) special assessments for capital improvements, such assessments to be established and collected as hereinafter provided; and (3) any fines or penalties assessed by the Association or the ACC for failure to comply with the Declarations. Such assessments will remain effective for the full term (and extended term, if applicable) of this Declaration. The annual and special assessments, together with interest, costs, and reasonable attorney's fees, shall be a charge on the land and shall be a continuing lien upon the Lot against which each such assessment is made. However, such liens are and shall be subordinated pursuant to and as provided in Article 2 Section 9 hereof. Each such assessment, together with interest, costs, and reasonable attorney's fees shall also be the personal obligation of the person who was the Owner of such Lot at the time the assessment fell due. The personal obligation for delinquent assessments shall not pass to the successors in title of such Owner unless expressly assumed by them.

**2.7 Assessments.**

(a) **Lots Owned by Class A Members.** Subject to the terms of this Article, each Lot is hereby subject to an initial minimum maintenance charge of **\$35.00** per month or **\$420.00** per annum (until such maintenance charge shall be increased or decreased by the Board) for the purpose of creating a fund to be designated and known as the "maintenance fund," which maintenance charge and assessment will be paid by the Owner or Owners of each Lot in advance (monthly, quarterly, semi-annual or annual installments), as the Board may determine commencing upon the occupancy of each Lot by a Homeowner. Any increase in the monthly maintenance charge shall not exceed twenty percent (20%) per year. The rate at which each Lot will be assessed, and whether such assessment shall be payable monthly, quarterly, semi-annually or annually, will be determined by the Board at least thirty (30) days in advance of each affected assessment period. Said rate may be increased or decreased

from time to time by the Board as the needs of the Association may, in the judgment of the Board, require. The assessment for each Lot shall be uniform. The Association shall, upon written demand and for a reasonable charge, furnish a certificate signed by an officer of the Association setting forth whether or not the assessment has been paid for the assessment period.

(b) **Lots Owned by Declarant.** Declarant shall not be liable for Assessments for any Lots that it owns. Declarant may, but shall have no obligation to, subsidize the Association from time to time. In the event Declarant decides to subsidize the Association and any shortfall in the operating budget of the Association is due in part to the failure of the Association to collect delinquent Assessments, then the Association shall immediately and vigorously pursue collection of such delinquent Assessments through foreclosure, if necessary, and shall reimburse the Declarant the amounts, if any, so collected.

(c) **Purpose of Maintenance Fund.** The Association shall establish a maintenance fund composed of Owners' annual maintenance assessments and shall use the proceeds of such fund in providing for normal, recurring maintenance charges for the Common Maintenance Areas for the use and benefit of all Members of the Association. Such uses and benefits to be provided by the Association may include, by way of clarification and not limitation, any and all of the following: normal, recurring maintenance of the Common Maintenance Areas (including, but not limited to mowing, edging, watering, clipping, sweeping, pruning, raking, and otherwise caring for and replacing landscaping) and the improvements to such Common Maintenance Areas, such as sprinkler systems, and private streets, if any, provided the Association shall have no obligation (except as expressly provided hereinafter) to make capital improvements to the Common Maintenance Areas; payment of all legal and other expenses incurred in connection with the enforcement of all recorded covenants, restrictions, and conditions affecting the property to which the maintenance fund applies; payment of all reasonable and necessary expenses in connection with the employment of security guards or watchmen, if any, caring for vacant lots; and any other necessary or desirable act, in the opinion of the Board, to keep the Property neat and in good order, or which is considered of general benefit to the Owners or occupants of the Property, it being understood that the judgment of the Board in the expenditure of said funds and the determination of what constitutes normal, recurring maintenance shall be final and conclusive so long as such judgment is exercised in good faith. The Association shall, in addition, establish and maintain an adequate reserve fund to ensure the continuous and perpetual use, operation, maintenance, and/or supervision of all facilities, structures, improvements, systems, areas or grounds that are the Association's responsibility. The

reserve fund shall be established and maintained out of regular annual assessments.

(d) **Maintenance and Capital Improvements.** In addition to the annual assessments authorized above, the Association may levy special assessments for the purpose of defraying, in whole or in part, the cost of any nonrecurring maintenance, or the acquisition, construction, reconstruction, repair, or replacement of a capital improvement upon any Common Maintenance Area (including fixtures and personal property related thereto), or to satisfy its indemnity obligations under the Articles of By-Laws. Any special assessment proposed by the Association must be approved by a majority vote of those members of the Association present at a meeting, in person or by proxy, at which a quorum exists. At least fifteen (15) days prior to any meeting of the Association called to consider any Special Assessment, the Board shall notify each Owner thereof by written notice specifying the total amount of the Special Assessment required, the amount thereof imposed on each Lot (which shall be uniform), the purpose for such Special Assessment, and the time and method of payment thereof. The time for paying any Special Assessment (which may be in installments) shall be as specified in the approved proposal therefore. The Association shall not commingle the proceeds of such special assessment with the maintenance fund. Such proceeds shall be used solely and exclusively to fund the nonrecurring maintenance or improvements in question.

**2.8 Interest on Past Due Amounts.** All Assessments past due more than ten (10) days, unpaid fines and other amounts owed to the Association by any Owner which are not paid when due shall bear interest from the date due until paid at the rate of fifteen percent (15%) per annum but not in excess of the maximum rate allowed by applicable law.

**2.9 Subordinated Lien to Secure Payment.** To secure the payment of the maintenance charge and assessment established hereby and to be levied on individual Lots as above provided, there is hereby reserved a lien for the benefit of the Association, said lien to be enforceable through appropriate proceedings at law or in equity by such beneficiary; provided, however, that each such lien shall be specifically made secondary, subordinate, and inferior to all liens, present and future, given, granted, and created by or at the insistence and request of the Owner (including the Declarant) of any such Lot (or any portion of the Property) to secure the payment of monies advanced or to be advanced on account of the purchase price and/or the improvement of any such Lot or any portion of the Property including specifically any monies advanced under a development loan for the development of the Property into residential lots; and further provided that as a condition precedent to any proceeding to enforce such lien upon any Lot (or any portion of the Property) upon which there is an outstanding, valid, and subsisting first mortgage lien, said beneficiary shall give the holder of such first mortgage

sixty (60) days written notice of such proposed action, such notice shall be sent to the nearest office of the lienholder by prepaid U.S. registered mail, containing the statement of the delinquent maintenance charges upon which the proposed action is based. Upon the request of any such first mortgage lienholder, the beneficiary shall acknowledge in writing its obligation to give the foregoing notice with respect to the particular property covered by such first mortgage lien to the holder thereof. Sale or transfer of a Lot shall not affect the assessment lien. However, the sale or transfer of any Lot pursuant to mortgage foreclosure shall extinguish the lien of such assessment as to payments, which became due prior to such sale or transfer. No sale, foreclosure, or transfer shall relieve such Lot from liability for any assessments thereafter becoming due or from the lien thereof. The Association shall have the right to file notices of liens in favor of the Association in the official records of Tarrant County, Texas.

**ARTICLE 3.  
GENERAL POWERS AND DUTIES OF THE  
BOARD OF DIRECTORS OF THE ASSOCIATION**

**3.1 Purpose of Maintenance Fund.** The Board, for the benefit of the Owners, shall provide and shall pay out of the maintenance fund provided in Article 2 above, the following:

- (a) Taxes and assessments, and other liens and encumbrances which shall properly be assessed or charged against the Common Areas rather than against the individual Owners, if any.
- (b) Operation, maintenance and supervision of the Common Maintenance Area.
- (c) The services of a professional person or management firm to manage the Association or any separate portion thereof to the extent deemed advisable by the Board (provided that any contract for management of the Association shall be terminable by the Association, with no penalty, upon ninety (90) days prior written notice to the managing party) and the services of such other personnel as the Board shall determine to be necessary or proper for the operation of the Association, whether such personnel are employed directly by the Board or by the manager.
- (d) Legal and accounting services.
- (e) A policy or policies of insurance insuring the Association against any liability to the public or to the Owners (and/or invitees or tenants) incident to the operation of the Association in any amount or amounts as determined by the Board, including a policy or policies of insurance as provided herein in Article 3.

- (f) Workers compensation insurance to the extent necessary to comply with any applicable laws.
- (g) Such fidelity bonds as may be required by the By-Laws or as the Board may determine to be advisable.
- (h) Any other materials, supplies, insurance, furniture, labor, services, maintenance, repairs, structural alterations, taxes, or assessments (including taxes or assessments assessed against an individual Owner) which the Board is required to obtain or pay for pursuant to the terms of this Declaration or by law or which in its opinion shall be necessary or proper for the enforcement of this Declaration.

**3.2 Powers and Duties of Board.** The Board, for the benefit of the Owners, shall have the following general powers and duties, in addition to the specific powers and duties provided for herein and in the By-Laws of the Association:

- (a) To execute all declarations of ownership for tax assessment purposes with regard to the Common Areas, if any, on behalf of all Owners.
- (b) To borrow funds to pay costs of operation secured by assignment or pledge of rights against delinquent Owners if the Board sees fit.
- (c) To enter into contracts, maintain one or more bank accounts, and generally to have all the power necessary or incidental to the operation and management of the Association.
- (d) To protect or defend the Common Areas from loss or damage by suit or otherwise and to provide adequate reserves for replacements.
- (e) To make reasonable rules and regulations for the operation of the Common Maintenance Areas including Pool and Cabana Areas and to amend them from time to time; provided that, any rule or regulation may be amended or repealed by an instrument in writing signed by Owners constituting a majority of the votes of the Association, or with respect to a rule applicable to less than all of the Common Areas, by a majority of the votes of the Owners in the portions affected. However, the Association's agreements, covenants and restrictions pertaining to the use, operation, maintenance and/or supervision of any facilities, structures, improvements, systems, areas or grounds that are the Association's responsibility, may not be amended without the prior written consent of the City.

- (f) To make available for inspection by Owners within sixty (60) days after the end of each year an annual report and to make all books and records of the Association available for inspection by Owners at reasonable times and intervals.
- (g) To adjust the amount, collect and use any insurance proceeds to repair damage or replace lost property, and if proceeds are insufficient to repair damage or replace lost property, to assess the Owners in proportionate amounts to cover the deficiency.
- (h) To enforce the provisions of any rules, covenants, conditions and restrictions made hereunder including the imposition of fines and penalties for non-compliance and to enjoin and seek damages from any Owner for violation of such covenants, conditions, restrictions or rules.
- (i) To collect all assessments and enforce all penalties for non-payment including the filing of liens and institution of legal proceedings.

**3.3 Board Powers Exclusive.** The Board shall have the exclusive right to contract for all goods, services and insurance, payment of which is to be made from the Maintenance Fund and the exclusive right and obligation to perform the functions of the Board except as otherwise provided herein.

**3.4 Maintenance Contracts.** The Board, on behalf of the Association, shall have full power and authority to contract with any Owner or other person or entity for the performance by the Association of services which the Board is not otherwise required to perform pursuant to the terms hereof, such contracts to be upon such terms and conditions and for such consideration as the Board may deem proper, advisable and in the best interest of the Association.

#### **ARTICLE 4. TITLE TO COMMON AREAS**

**4.1 Association to Hold.** The Association shall assume all maintenance obligations with respect to any Common Areas, which may be hereafter established. Nothing contained herein shall create an obligation on the part of Declarant to establish any Common Area. Prior to the establishment of the Association, Declarant shall hold title to Common Areas.

**4.2 Liability Insurance.** From and after the date on which title to any Common Area vests in the Association, the Association shall purchase and carry a general comprehensive public liability insurance policy for the benefit of the Association and its Members, covering occurrences on the Common Areas. The policy limits shall be as

determined by the Board. The Association shall use its best efforts to see that such policy shall contain, if available, cross-liability endorsements or other appropriate provisions for the benefit of the Members, Board, and the management company and other insureds, as their interests may be determined.

**4.3 Condemnation.** In the event of condemnation or a sale in lieu thereof of all or any portion of the Common Areas, the funds payable with respect thereto shall be payable to the Association and shall be used by the Association to purchase additional Common Areas to replace that which has been condemned or to take whatever steps that it deems reasonably necessary to repair or correct any damage suffered as a result of the condemnation. In the event that the Board determines that the funds cannot be used in such a manner due to lack of available land for additional Common Areas or for whatever reason, any remaining funds may be utilized by the Association for the general maintenance fund.

## **ARTICLE 5. EASEMENTS**

**5.1 Utility Easements.** As long as Class B membership shall be in effect, the Declarant hereby reserves the right to grant perpetual, nonexclusive easements for the benefit of the Declarant or its designees, upon, across, over, through and under any portion of the Common Area or any portion of any Lot outside of the permitted building area of such Lot, for ingress, egress, installation, replacement, repair, maintenance, use and operation of all utility and service lines and service systems, public and private, including, without limitation, cable television. Declarant, for itself and its designee, reserves the right to retain title to any such easements. Upon cessation of Class B membership, the Association shall have the right to grant the easements described herein.

**5.2 Declarant's Easement to Correct Drainage.** Declarant hereby reserves a blanket easement on, over and under the ground within the Property to maintain and correct drainage of surface waters and implement other erosion controls in order to maintain reasonable standards of health, safety, and appearance and shall be entitled to remove trees or vegetation, without liability for replacement or damage, as may be necessary to provide adequate drainage for any portion of the Property. Notwithstanding the foregoing, nothing herein shall be interpreted to impose any duty upon Declarant to correct or maintain any drainage facilities within the Property.

**5.3 Easement for Unintentional Encroachment.** The Declarant hereby reserves an exclusive easement for the unintentional encroachment by any structure upon the Common Area caused by or resulting from, construction, repair, shifting, settlement or movement of any portion of the Property, which exclusive easement shall exist at all times during the continuance of such encroachment as an easement appurtenant to the encroaching property to the extent of such encroachment.



**5.4 Entry Easement.** In the event that the Owner fails to maintain the Lot as required herein, or in the event of emergency repairs and to do the work reasonably necessary for the proper maintenance and operation of the Property, entry upon the Lot as provided herein shall not be deemed a trespass, and the Association shall not be liable for any damage so created unless such damage is caused by the Association's willful misconduct or gross negligence.

**5.5 Drainage Easements.** Easements for the installation and maintenance of utilities, storm water retention/detention ponds, and/or conservation area are reserved as may be shown on the recorded plat. Within these easement areas, no structure, plant or material shall be placed or be permitted to remain if it may hinder or change the direction or flow of drainage channels or slopes in the easements. The easement area of each Lot and all improvements contained therein shall be maintained continuously by the Owner of the Lot, except for those improvements for which a public authority, utility company or the Association is responsible.

**5.6 Temporary Completion Easement.** All Lots shall be subject to easement of ingress and egress for the benefit of the Declarant, its employees, subcontractors, successors and assigns, over and upon the front, side or rear yards of the Property as may be expedient or necessary for the construction, servicing and completion of dwellings and landscaping upon Lots adjacent to the Property, provided that such easement shall terminate twelve (12) months after the date such Lot is conveyed to the Owner by the Declarant.

**5.7 Easement for Fences, Landscaping and Sprinkler Systems.** Declarant hereby reserves an easement to erect, install, maintain, repair, landscape and/or replace fences, walls and/or sprinkler systems on the Property which comprise the screening fences on the Property and features associated with such fences.

## ARTICLE 6. USE PROVISIONS

### 6.1 Premitted Uses.

(a) **Lots Limited to Residential Use.** Except as otherwise provided in this Declaration, Lots shall be used only for single family, private residential purposes and activities reasonably related thereto. Additional uses for purposes such as schools, churches, or similar non-commercial activities may be permitted within the Property, provided such use has received the prior written approval from the Board of the Association or the Declarant (but only so long as the Class B membership status exists).

(b) **Common Area Uses.** The Common Area designated as Lot 14X Block 5 on the Final Plat shall be used only for recreational and other similar purposes as approved by the Declarant or the Association. The

Common Area consisting of landscaping maintenance, wall maintenance easements, or similar areas shall be used for such purposes or similar purposes as approved by the Declarant, but only so long as the Class B membership status exists, or the Board of the Association.

(c) **Sales Offices and Similar Uses.** Declarant or the ACC may grant the right to maintain construction trailers on the Lots and to use Lots for signage, sales offices, and similar purposes to Persons constructing Residences on the Property by written designation.

## **ARTICLE 7. MAINTENANCE PROVISIONS**

**7.1 Owner's Obligation to Maintain.** Each Owner shall maintain its Lot and the Residence and other Structures thereon in a clean, first class condition. Each Owner shall regularly mow grass and maintain the landscaping on its Lot in good condition at all times. Each Owner shall maintain the exterior of all Residences and Structures in good condition and shall make such repairs and replacements as necessary to maintain good order and the aesthetic harmony of the Property.

**7.2 Damaged Improvements.** If any Residence or Structure is damaged in any way, the Owner shall immediately repair such damage or, in the case of substantial damage when the Owner does not wish to rebuild, raze the damaged Structure or Residence and remove the same and leave the surface of the Lot in good order.

**7.3 Declarant/Association Right to Perform.** If any Owner fails to maintain the condition of its Lot, the landscaping thereon, including the prompt removal of deceased trees and shrubs, or the Residence or other Structures thereon as contemplated by this Article 7 and fails to take action to correct such defect within ten (10) days after the Declarant or the Association has furnished written notice thereof to such Owner, then the owner of such lot hereby grants permission to the Declarant or Association (or its duly authorized agents) to enter upon such Lot and perform those duties which the Owner failed to perform without liability whatsoever to such Owner or any Person for trespass, conversion, or any claim for damages. The cost of performing such duties shall be added to the Owner's assessment account and shall bear interest at the rate of eighteen percent (18%) per annum (but not in excess of the lawful maximum rate), be payable upon demand, and shall be secured by the lien provided for in Article 2.9.

**7.4 Easement Maintenance.** Each Owner grants to the Association, the Board, and the Declarant the right to access, repair, and maintain all facilities and improvements within any wall, entry, fence, landscape, or other similar easement as recorded on any Plat.

By acquisition of a Lot, each Owner hereby grants, creates and conveys unto the Association, the other adjacent Owners and the Declarant a perpetual Drainage Easement (herein so called) over, through, under and across the Owner's Lots for the purpose of permitting runoff and/or storm water to drain from other adjacent Lots over, through, under and across, the Owner's Lot (s). Without limiting the foregoing, in order to facilitate drainage from the Property subject to the Declaration over through under and across the Owner's Lot, each Owner hereby agrees that the Declarant or the Association, as the case may be, shall have the right to enter onto the Owner's Lot at any time to (i) prevent possible interference with the Drainage Easement and to remove possible hazards from the Drainage Easement area, (ii) prevent the construction or placement of any building, structure or other obstruction within the Drainage Easement area which may endanger or interfere with the efficient and convenient use of the Drainage Easement, (iii) grade, improve, construct, reconstruct, repair and perpetually maintain swales within the Drainage Easement area, and (iv) or regrade portions of the Drainage Easement area necessary or appropriate to permit drainage as generally described herein or as approved or required by appropriate governmental authorities. Notwithstanding any of the foregoing rights of the Association or the Developer, each Owner hereby agrees to maintain the Drainage Easement area at such Owner's sole cost and expense. If any structures or other obstructions are constructed, created or placed by any Owner within the Drainage Easement area without the prior written consent of the Board or the Declarant, the Declarant or the Association shall have the right to remove such structure or obstruction at the sole cost of such Owner. The cost to remove the structure or the obstruction shall be charged to the Owner's assessment account, be payable on demand, and shall be secured by the lien provided for in Article 2.9.

There shall be reciprocal appurtenant easements for maintenance of retaining walls and fences between each Lot on which any such retaining wall or fence is constructed and such portion or portions of the Common area adjacent thereto and between adjacent Lots for purposes of repairing and/or replacing all or any portion of such retaining walls or fence to a distance of not more than five (5) feet, as measured from any point on the common boundary between each Lot and the adjacent portion of the Common Area or between adjacent Lots, as the case may be, along a line perpendicular to such boundary at such point. Unless it is specifically provided for herein, or on the Plat, that the Association has the sole responsibility to maintain, repair or replace the retaining wall or fence at issue, the Association shall have no liability, obligation or responsibility whatsoever for such repairs, maintenance and/or replacement, it being the specific intent of this provision to place such obligation and responsibility on the Owners of the Lots upon which such retaining walls or fences are built or are located.

## **ARTICLE 8. PROPERTY RIGHTS**

**8.1 Owners' Easement of Enjoyment.** Every Owner shall have a right and

easement in and to the Common Areas and a right and easement of ingress and egress to, from and through said Common Areas, and such easement shall be appurtenant to and shall pass with the title to every Lot, subject to the following provisions:

- (a) The right of the Association to establish and publish rules and regulations governing the use of the Common Areas affecting the welfare of Association Members;
- (b) Common Areas and the voting rights of an Owner for any period during which any assessment against his Lot remains unpaid; and for a period not to exceed sixty (60) days for any infraction of its published rules and regulations;
- (c) The right of the Association, subject to the provisions hereof, to dedicate or transfer all or any part of the Common Areas, if any, to any public agency, authority or utility for such purposes and subject to the conditions as may be agreed by the Association. No such dedication or transfer shall be effective unless an instrument in writing signed by Owners entitled to cast two-thirds (2/3) of the votes of the Association and by a duly authorized representative of the City has been recorded agreeing to such dedication or transfer;
- (d) All easements herein described are easements appurtenant to and running with the land; they shall at all times inure to the benefit of and be binding upon the Owners, and all of their grantees, and their respective heirs, successors, personal representatives and assigns, perpetually and in full force.

**8.2 Effect of Declaration.** Reference in any deed, mortgage, trust deed or any other recorded documents to the easements, conditions, restrictions and covenants herein described or to this Declaration shall be sufficient to create and reserve such easements and covenants to the respective grantees, mortgagees, or trustees of said parcels as fully and completely as if those easements, conditions, restrictions and covenants were fully related and set forth in their entirety in said documents.

**8.3 Rezoning Prohibited.** No Lot shall be rezoned to any classification allowing commercial, institutional or other non-residential use without the express, written consent of the Association and Declarant (as long as Declarant owns any Lot subject to this Declaration), which may be withheld in Declarant's sole discretion. Declarant or the Association may enforce this covenant by obtaining an injunction against any unapproved rezoning at the expense of the enjoined party.

## **ARTICLE 9. USE RESTRICTIONS**

**9.1 Nuisances.** No noxious or offensive activity shall be carried on upon any Lot, nor shall anything be done which may be or may become an annoyance or nuisance to the Property, or Lot, or Dwelling, or any part thereof as determined exclusively by the ACC.

**9.2 Development Activity.** Notwithstanding any other provision herein, Declarant and its successors and assigns shall be entitled to conduct on the Property all activities normally associated with and convenient to the development of the Property and the construction and sale of the Dwelling on the Property.

**9.3 Temporary Structures.** No structures of a temporary character, including, without limitation, any trailer, tent, shack, garage, barn, motor home or mobile home or other outbuilding, shall be used on any Lot at any time as a residence, either temporarily or permanently.

**9.4 Signs and Picketing.** No sign or emblem of any kind may be kept or placed upon any Lot or mounted, painted or attached to any Dwelling, fence or other improvement upon such Lot so as to be visible from public view except the following:

- (a) **For Sale Signs.** An Owner may erect one (1) sign not exceeding 2' x 3' in area, fastened only to a stake in the ground and extending not more than three (3) feet above the surface of the ground advertising the Property for sale.
- (b) **Declarant's Signs.** Signs may be erected by the Declarant.
- (c) **Political Signs.** Political signs may be erected upon a Lot by the Owner of such Lot advocating the election of one or more political candidates or the sponsorship of a political party, issue or proposal provided that such signs shall not be erected more than ninety (90) days in advance of the election to which they pertain and are removed by the Owner of such lot within fifteen (15) days after the election.

In addition to the foregoing, to protect the safety and harmony of the community, no person shall engage in picketing on any Lot, easement, right-of-way or Common Area within or adjacent to the Property, nor shall any vehicle parked, stored or driven in or adjacent to the Property bear or display any sign, slogans, symbols, words or decorations intended to create controversy, invite ridicule or disparagement, or interfere in any way with the exercise of the property rights, occupancy or permitted business activities of any Owner or Declarant.

**9.5 Campers, Boats and Recreational Vehicles.** No campers, boats, boat trailers, recreational vehicles and other types of non-passenger vehicles, equipment, implements or accessories may be kept on any Lot unless the same are fully enclosed

within the garage located on such Lot and/or said vehicles and accessories are screened from view by a screening structure or fencing and said vehicles and accessories are in an operable condition.

**9.6 Livestock and Poultry.** No animals, livestock, poultry or snakes of any kind shall be raised, bred or kept on any Lot, except that dogs, cats, or other household pets may be kept, provided that they are not kept, bred, or maintained for any commercial purpose.

**9.7 Garbage and Refuse Disposal.** No Lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage or other waste shall not be kept except in sanitary containers. All incinerators or other equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition.

**9.8 Sight Distance and Intersections.** No fence, wall, hedge, shrub planting, tree or other obstruction to view in excess of two feet (2') in height on any corner Lot within the triangular area formed by the street right-of-way lines and a line connecting them at points twenty-five feet (25') from the intersection of the right-of-way lines, or in the case of a rounded property corner, from the intersection of the right-of-way lines. The same sight line limitations shall apply on any Lot within ten feet (10') from the intersection of a street right-of-way line with the edge of a driveway pavement edge or alley right-of-way line. No tree shall be permitted to remain within such distance of such intersections unless the foliage line is maintained at sufficient height to prevent obstruction of such sight lines.

**9.9 Parking in Common Maintenance Area.** No vehicles, trailers, implements or apparatus may be driven or parked in the Common Maintenance Area or on any easement.

**9.10 Commercial or Institutional Use.** No Lot, and no building erected or maintained on any Lot, shall be used for manufacturing, industrial, business, commercial, institutional or other non-residential purposes.

**9.11 Building Standards.** No building shall be erected or maintained on any Lot unless it complies with all applicable standards, including any governmental ordinances.

**9.12 Detached Buildings.** No detached accessory buildings, including, but not limited to, detached garages and storage buildings, shall be erected, placed or constructed upon any Lot **without prior written consent of the Association or Architectural Control Committee.** All request shall be presented in writing with complete detail of location (on plat), size, type, color and roofing material. Any storage building approved by the Association or Architectural Control Committee must have as a minimum the following: (i) a wall height not in excess of eight feet (8'); (ii) total building height not in excess of ten feet (10'); (iii) roof shingles shall be same in color and style as Owners house roof shingles; (iv) the building shall not be constructed of metal; (v) any

painted surfaces shall be painted the same as the house trim; (vi) the building shall be placed upon the Lot so as to minimize visibility from any street and (vii) the building shall be placed upon the Lot to minimize sight visibility from adjacent Lots.

**9.13 Fences.** No fence, wall or hedge shall be erected or maintained on any Lot nearer to the street than the building setback lines for the front and side yards. However, in no event shall any fence be closer to a street than the front of any adjacent house. No fence, may be erected on any Lot that exceeds six (6) feet in height **without prior written consent of the Architectural Control Committee.**

**9.14 Antennae, Satellite Dishes and Solar Collectors.** No Owner may erect or maintain a television or radio receiving or transmitting antenna, satellite dish or similar implement or apparatus, or solar collector panels or equipment upon any Lot unless such apparatus is erected and maintained in such a way that it is screened from view of any house erected on a Lot beside, behind or in front of such Lot.

**9.15 Chimneys.** All fireplaces flues, smoke stacks, and spark arrectors shall be completely enclosed and concealed from public view in finished chimneys of materials architecturally compatible with the principal finish material of the exterior walls of the Dwelling.

**9.16 Clothes Hanging Devices.** Exterior clothes hanging devices shall not be permitted.

**9.17 Window Treatment.** No aluminum foil, reflective film or similar treatment shall be placed on window or glass doors. Permanent interior window treatments shall be installed within sixty (60) days after move in.

**9.18 Playground and Recreational Equipment.** No jungle gyms, swing sets, basketball goals, trampolines or similar playground equipment shall be erected or installed on any Lot **without prior written approval of the ACC.** Such written request shall include the type of construction materials, colors and location. Upon the installation of any such recreational equipment without the prior written approval of the ACC, the Board of Directors, on behalf of the Association, shall have the right but not the obligation to demand and cause the removal of any such installation. Any playground or other play areas or equipment furnished by the Association or erected within the Properties shall be used at the risk of the user. Temporary or permanent basketball goals may not be placed or used on the street or a cul-de-sac. The Association shall not be liable to any Person for any claim, damage or injury occurring thereon or related to the use thereof. All recreational or playground equipment must be kept in a well maintained, attractive condition and in working order.

## ARTICLE 10. ANNEXATION

**10.1 Annexation by Declarant.** At any time during the initial term of this Declaration, the Declarant may, after first obtaining written consent from a duly authorized representative of the City, annex additional property to this Declaration to be subject to the terms hereof to the same extent as if originally included herein and subject to such other terms, covenants, conditions, easements and restrictions as may be imposed thereon by Declarant. Annexation shall be evidenced by a written Declaration of Annexation executed by Declarant setting forth the legal description of the property being annexed and the restrictive covenants to be applied to such annexed property.

**10.2 Annexation by Action of Members.** At any time the Board may request approval of the membership for the annexation of additional property into the Association to be subject to all of the terms of this Declaration to the same extent as if originally included herein. No such annexation shall be effective unless approved in writing by members entitled to cast two-thirds (2/3) of the total votes in both classes of membership and by a duly authorized representative of the City. Any property that is contiguous to the Property to this Declaration may be annexed here to according to the foregoing requirements, provided however, that no such annexation shall be effective without the consent and joinder of the owners of the property to be annexed. Such annexation must be evidenced by a Declaration of Annexation as set forth in Article 10.1 above executed by the parties herein described.

**10.3 No Duty to Annex.** Nothing herein contained shall establish any duty or obligation on the part of the Declarant or any other Member to annex any property to this Declaration and no Owner of Property excluded from the Declaration shall have any right to have such property annexed thereto.

**10.4 Effect of Annexation on Class B Membership.** In determining the number of Lots owned by Declarant for the purpose of Class B Membership status according to Article 2, Article 2.4(b), the total number of Lots covered by the Declaration, including all Lots annexed thereto, shall be considered. If Class B membership has previously expired but the Declarant subsequently obtains ownership to one or more Lots through the annexation of additional property or development of Phase II of the Property, such Class B membership shall be reinstated.

## **ARTICLE 11. GENERAL PROVISION**

**11.1 Remedies.** In the event of any default by any Owner under the provisions of the Declaration, By-Laws or rules and regulations of the Association, the Association and any Owner (including specifically Declarant) shall have each and all of the rights and remedies which may be provided for in this Declaration, the By-Laws and said rules and regulations, and those which may be available at law or in equity, and may prosecute any action or other process against such defaulting Owner and/or others for enforcement of any lien, statutory or otherwise, including foreclosure of such lien and the appointment of a receiver for the Lot and ownership interest of such Owner, or for damages or injunction,



or specific performance, or for judgment for the payment of the money and collection thereof, or for any combination of the remedies, or for any other relief. No remedies herein provided or available at law or in equity shall be deemed mutually exclusive of any other such remedy. All expenses of the Association in connection with any such actions or proceedings, including court costs and attorney's fees and other fees and expenses, and all damages, permitted by law but, with reference to any Lots financed by FHA insured loans, not in excess of the maximum rate of FHA loans at the time of delinquency, from the due date until paid, shall be charged to and assessed against such defaulting Owner, and shall be added to and deemed part of respective maintenance assessment (to the same extent as the lien provided herein for unpaid assessments), upon the Lot and upon all of the additions and improvements thereto, and upon all personal property upon the Lot. Any and all of such rights and remedies may be exercised at any time and from time to time, cumulatively or otherwise, by the Association or any Owner.

**11.2 Term and Amendments.** This Declaration shall run with and bind the land for a term of twenty-five (25) years from the date this Declaration is recorded, after which time they shall be automatically renewed for successive periods of ten (10) years, unless seventy-five percent (75%) of the votes outstanding shall have voted to terminate this Declaration and the prior written consent has been obtained from the City upon the expiration of the initial twenty-five (25) year period or any extension thereof, which termination shall be by written instrument signed by seventy-five percent (75%) of the Owners and countersigned by a duly authorized representative of the City and properly recorded in the Tarrant County, Texas land records. This Declaration may be amended in whole or part by either, an instrument signed by the Declarant provided the Class B membership is still in effect, or by an instrument signed by Owners constituting not less than seventy-five percent (75%) of the votes of the Association; provided however, if the amendment would amend any portion of the Associations agreements, covenants or restrictions pertaining to the use, operation, maintenance and /or supervision of any facilities, structures, improvements, systems, areas or grounds that are the responsibility of the Association such amendment must be countersigned by a duly authorized representative of the City. Any amendment must be recorded. The Association may not be dissolved without the prior written consent of the City.

**11.3 Severability.** Invalidation of any one of these covenants or restrictions by judgment or court order shall in no way affect any other provision which shall remain in full force and effect.

**11.4 Rights and Obligations.** The provisions of this Declaration and the Articles of Incorporation and By-Laws and the rights and obligations established thereby shall be deemed to be covenants running with the land and shall inure to the benefit of, and be binding upon, each and all of the Owners and their respective heirs, representatives, successors, assigns, purchasers, grantees and mortgagees. By the recording of the acceptance of a deed conveying a Lot of any ownership interest in the Lot whatsoever, the person to whom such Lot or interest is conveyed shall be deemed to

accept and agree to be bound by and subject to all of the provisions of this Declaration and the Articles of Incorporation and By-Laws, whether or not mention thereof is made in said deed.

**11.5 Architectural Control Committee.**

(a) **Appointment.** Declarant shall designate and appoint an Architectural Control Committee (herein called the "ACC") composed of one or more, but not more than three individuals, each generally familiar with the residential community development design matters and knowledgeable about Declarant's concern for a high level of taste and design standards within the Development. The Committee shall use its best efforts to promote and ensure a high level of taste, design quality, harmony and conformity throughout the Property consistent with this declaration. After no Class B membership exists (or if earlier with the consent of the Declarant) the Association shall designate and appoint the Committee.

(b) **Successors.** In the event of the death, resignation or removal by Declarant of any member of the Committee, the remaining member(s) shall appoint a successor member. In default of such appointment Declarant shall have full authority to designate and appoint a successor. No member of the Committee shall be entitled to compensation for, or be liable for claims, causes of action or damages arising out of services performed pursuant to this declaration.

(c) **Authority.** No Residence Structure shall be commenced, erected, placed, maintained or altered on any lot, nor shall any exterior painting of, exterior addition to, or alteration of such items be made until all plans specifications and a plat plan have been submitted to and approved in writing by a majority of the members of the Committee as to:

- (i) quality of workmanship and materials, adequacy of site dimensions, adequacy of structural design, proper facing of main elevation with respect to nearby streets;
- (ii) conformity and harmony of the external design, color (including color of exterior doors and trim), type and appearance of exterior surfaces and landscaping in relation to the various parts of the proposed improvements and in relation to improvements on other lots in the Development;
- (iii) location with respect to topography and finished grade elevation and effect of location and use on neighboring lots, improvements and drainage arrangements; and

- (iv) the other standards set forth within this declaration (and any amendments hereto) or matters in which the Committee has been vested with the authority to render a final interpretation and decision.

The Committee is authorized and empowered to consider, review and approve any and all aspects of construction and landscaping which may, in the reasonable opinion of the Committee, adversely affect the living enjoyment of one or more lot Owners or the general value of Lots in the Development.

(e) **Procedure for Approval.**

- (i) **Submission of Plans.** Any party wishing to construct a Residence or any Structure on the Property shall submit two (2) copies of complete plans and specifications to the ACC for its approval prior to commencing construction. Such plans and specifications shall include engineering information, landscaping description, and construction plans showing the location and elevations of the proposed Residence or Structure and the materials to be used in constructing the same, all in sufficient detail to enable the ACC to evaluate the proposed Structure or Residence. The ACC may request additional information, including samples of proposed materials to aid it in its decision process. After receipt of a complete set of plans and specifications, the ACC shall promptly review the same and notify the Person submitting whether it approves the plans or whether it requires changes thereto. Alternately, the ACC may disapprove a set of plans by so noting hereon and returning it to the Person submitting, accompanied by a statement of the reasons for disapproval. No construction shall be commenced on any portion of the Property unless and until the plans for the Residence or Structure in question have been approved in writing by the ACC or Declarant. All Work shall be completed within (9) months of commencement of construction or such shorter period as the Committee may specify in the notice of approval, unless completion within such time is delayed due to causes beyond the reasonable control of the Owner, as determined in the sole discretion of the Committee. Any construction not commenced within (3) months of approval from the Committee shall be deemed to have been disapproved and must be resubmitted to the Committee for approval.
- (ii) **Time for Review/Approval.** The ACC shall approve or disapprove all plans submitted for construction within thirty (30) days after the date it receives a complete set of plans and specifications therefore; if the ACC fails to specifically

approve or disapprove of any plans within such thirty (30) day period, then the ACC shall be deemed to have disapproved the plans submitted. Under no circumstances shall the ACC's failure to respond within the thirty (30) day period constitute deemed approval of, or the granting of a variance for any aspect of construction, use of materials, or location of improvements, which would otherwise constitute a violation of the Covenants, or the Design Guidelines.

- (iii) **Review Standards.** The ACC, in reviewing and approving plans for construction of Structures or Residences, shall use commercially reasonable efforts to promote and ensure a high level of taste, design quality, aesthetic harmony, and conformity throughout the property, consistent with the standards established by this Declaration and any Design Guidelines.
  
- (iv) **Design Guidelines/Building Standards.** The Declarant or the ACC may but is not required to, from time to time, establish specific guidelines and building standards to assist Persons in determining the type of Structures and Residences, which may be constructed on the Property. Pursuant to Article 10, Declarant may annex additional Property to become a portion of the Property, and may develop the overall Property in various Phases. Declarant may establish differing restrictions, guidelines and building standards for each such Phase of the Property, which may impose more restrictive or less onerous building standards with respect to a particular Phase. The ACC or Declarant may amend or modify such guidelines or standards from time to time in its sole discretion. Such guidelines or standards shall supplement this Declaration and be general guides to permitted construction within the Property, but shall not diminish the authority of the ACC and Declarant to approve plans as otherwise herein provided.
  
- (v) **Failure to Obtain Approval.** The construction, repair, replacement, installation, or placement of any Structure or improvement of any type on a Lot without the prior written approval from the ACC shall constitute ground for the imposition by the ACC or the Association of a fine against the Owner of said Lot. A fine levied under this Article shall be charged to the Owner's assessment account, payable upon demand and secured by the lien created in Article 2.9.
  
- (vi) **Limitation of Liability.** Neither the Declarant, its officers, directors, partners, agents, employees, representatives, parent or subsidiaries, nor the Association, the Board, or the

ACC, including any of its respective members, shall be liable to any Person for any official act of the ACC in connection with submitted plans and specifications. Notwithstanding any approval by the Declarant or the ACC, neither the Declarant nor the ACC shall be responsible or liable to any Person with respect to any loss, liability, claim or expense which may arise by reason of such approval or the construction of a Residence or Structure related thereto. Neither the Declarant, the Association, the Board nor the ACC shall be responsible in any way for any defects in any plans or specifications submitted, reviewed or approved in accordance with the provisions of this Declaration, nor for any structural or other defects in any work done according to such plans or specifications. No approval of any plans by either the ACC or the Declarant shall be construed to mean that the plans comply with any applicable law, building code, or governmental regulation, it being the responsibility of the Person submitting any plans to assure compliance with all applicable laws. Conversely, the issuance of a building permit or any approval from any governmental authority shall not, under any circumstance, constitute any evidence that construction of a Residence or a Structure complies with the terms and conditions contained in this Declaration or any Design Guidelines. Declarant and members of the ACC shall have no liability for decisions made by them regarding the approval or disapproval of plans, so long as the decisions are made in good faith and are not discriminatory, arbitrary, or capricious.

(f) **Specific Construction Provisions.**

- (i) **Setbacks.** All Residences and other Structures shall be constructed in conformity with the setback requirements of the City and the building lines reflected on the Plat.
- (ii) **Structure Size and Type.** Each residence shall have the minimum number of square feet of enclosed air-conditioned area as set forth by the City in the applicable zoning ordinance. Each Residence shall be of new construction on a Lot and no mobile homes or manufactured housing shall be permitted on the Property except on a temporary basis in connection with construction or sales activities.
- (iii) **Garage Requirements.** Each Residence shall have at least a two (2) car attached garage constructed as a part thereof.

- (iv) **Drive/Walkway Requirements.** All driveways and sidewalks shall conform to applicable City and other governmental specifications and regulations.
- (v) **Ancillary Structure Provisions.** All Ancillary Structures (as described below) shall conform to the requirements of this Article:
- (a) **Antenna/Satellite Dishes.** The erection, construction, placement or installation of any television, radio, or other electronic tower, serial, antenna, satellite dish or device of any type for the reception or transmission of radio or television broadcasts or for any means of communication upon a Lot or upon any improvement thereon is prohibited except as provided for herein. This prohibition shall not apply to those antenna specifically covered by 47 C.F.R., Part 1, Subpart S, Article 1.400 (or any successor provision) promulgated pursuant to the Telecommunications Act of 1996, as amended from time to time. The ACC or the Declarant shall be empowered to adopt rules governing the types of antennas that are permissible hereunder and establishing reasonable, non-discriminatory, restrictions relating to safety, location, and maintenance of antennas. All television antennas and other antennas and aerials shall be located inside the attic of the residence constructed on the Lot. Amateur radio towers and antennas (whether for reception or transmission) are specifically prohibited. No exterior television, radio or other antenna of any type shall be placed, allowed or maintained upon any Lot, Residence, or structure without prior written approval and authorization of the ACC.
- (b) **Fences and Walls.** All fences and walls (excluding retaining walls described in (f) below) shall be at least four feet (4) in height and shall have a maximum height of six feet (6), and shall be located in an area and constructed of materials in accordance with the provisions therefor contained in any Design Guidelines. No fence or wall may be constructed, repaired, rebuilt, or relocated if it impedes or obstructs

drainage. Prior written approval from the ACC is required for any construction, placement or repair of fences or walls on any Lot. All fence stain and sealant colors must be approved by the ACC prior to application. All stains and sealants must be applied in uniform coats according to the manufacturer's recommendations and instructions.

- (c) **Trash Containers.** All trash containers shall be screened from view from Streets.
- (d) **Hedges.** Hedges shall be maintained at a height that is in conformity with the height of fences and walls. No hedge shall be maintained in a manner that obstructs any sidewalk or the visibility of intersections of Streets and/or alleys.
- (e) **Retaining Walls.** Retaining walls, other than those constructed by the Declarant, require prior written approval by the ACC to ensure conformity with the requirements contained in any Design Guidelines with respect to location, construction and materials. Except for those built by Declarant or its affiliates, any retaining walls which generally face an alley or are either between Residences or along or adjacent to the side or rear property lines of Lots shall be constructed of **A.C.Q. treated lumber** or **stone** materials unless the ACC has otherwise provided prior written approval. Except for those built by Declarant or its affiliates, any retaining walls which generally face a Street or are along or adjacent to the front property lines of Lots shall be constructed of stone materials unless the ACC has otherwise provided prior written approval.
- (f) **Mailboxes.** Mailboxes shall be of a design and constructed of materials as shown on Exhibit "B" attached hereto and made a part hereof. Address numbers must remain visible at all times.
- (g) **Tennis Court/Swimming Pool/Recreational Facilities.** A tennis court, swimming pool, and/or recreational facilities may be constructed

within any Lot provided the plans therefor are approved by the ACC prior to commencement of construction to ensure compliance with the requirements contained in any Design Guidelines with respect to location and screening. Above ground pools are prohibited.

- (F) **Construction Materials.** All construction materials shall conform to the following provisions:
- (i) **Exterior Materials.** All exterior construction materials shall be subject to approval by the ACC in accordance with the provisions therefor in any Design Guidelines as to aesthetic appearance and shall conform to any and all City ordinances.
  - (ii) **Roof Materials.** Minimum 20 year warranty shingle or equivalent is required. Color of Shingles to be **weatherwood** or similar color. All roofing materials must be fireproof and conform to City requirements, and are subject to ACC approval.
- (G) **Height Restrictions.** All Structures shall conform to the height restrictions of the City.
- (H) **Roof Restrictions.** Minimum 20 year warranty shingle or equivalent is required. Color of shingles to be **weatherwood** or similar color. All roofing materials must be fireproof and conform to City requirements, and are subject to ACC approval.
- (I) **Construction Period and Process.** Construction of any Residence shall be pursued with all due diligence and, in any event, shall be completed within nine (9) months after commencement. Construction of any other Structure shall be completed within the time periods specified in the plan approval process. All areas under construction shall be maintained in a clean, safe condition, and debris, trash, and rubble shall be stored in appropriate containers and promptly removed from the Property.
- (J) **Landscaping.** All Lots shall be appropriately landscaped, including planting of grass and other plants in conformity with any Design Guidelines and other improvements on the Property. In addition to complying with all City requirements, all Lots with a Residence thereon shall include at least two trees in the area of the Lot between the front Property Line and the front building line. The size of the trees shall be that required by the City.
- (K) **Right to Waive or Modify Specific Instruction Provisions.** The ACC shall have the right, in its discretion, to grant reasonable waivers of the construction provisions set forth in this Declaration, and any such waiver shall not entitle any other person to a similar waiver.
- (L) **Declarant Rights.** So long as Declarant owns any Lot, Declarant may



exercise any of the rights of the ACC under this Article II.

- (M) **Standards.** The Committee shall have the sole discretion with respect to taste, design and all standards specified herein. One objective of the Committee is to prevent unusual, radical, curious, odd, bizarre, peculiar or irregular structures from being built in the Development. The Committee shall also have the authority to require roof slope, to specify that fireplaces and chimney flues be covered with brick or masonry, to prohibit the use of light-weight composition roof material, to require the use of anodized aluminum divided light windows, and generally to require that any plans meet the standards of the existing improvements on neighboring lots. The Committee may from time-to-time publish and promulgate bulletins regarding architectural standards, which shall be fair, reasonable and uniformly applied and shall carry forward the spirit and intention of this declaration.

## **Article 12 Miscellaneous**

**12.1 Termination; Continuation.** The Committee appointed by Declarant shall cease to exist on the earlier of (a) the date on which all the members of the Committee file a document declaring the termination of the Committee, or (b) the date on which residences have been constructed on all Lots.

**12.2 Enforcement.** The terms, provisions and conditions of this Declaration and any Design Guidelines shall be enforceable by Declarant, the ACC, the Association, and each Owner in accordance with the Mansfield Meadow Glen Homeowners' Association, Inc. Enforcement Policy (Exhibit "C"). The Board shall have the power and authority to impose reasonable fines for violation of this Declaration, any Design Guidelines or any rule or regulation of the Association, which shall constitute a lien upon the Lot of the violating Owner as provided in the Declaration, and to suspend the Owner's right to vote or any Person's right to use of the Common Area. Each day the violation continues to exist shall constitute a separate violation. If any occupant, guest, or invitee of a Lot violates the Declaration, any Design Guidelines or a rule or regulation of the Association and a fine is imposed, the fine shall first be assessed against such occupant, guest, or invitee; provided, however, if such occupant, guest, or invitee does not pay the fine within thirty (30) days after written demand for payment from the Association, the Owner shall pay the fine upon notice from the Association. The failure of the Board to enforce any provision of the Declaration, any Design Guidelines or any rule or regulation of the Association shall not operate as a waiver of the right of the Board to so thereafter.

**12.3 Gender Neutral.** All personal pronouns used in this Declaration, whether used in the masculine, feminine or neuter gender, shall include all other genders; the singular shall include the plural, and vice versa.

**12.4 Headings.** The headings contained in this Declaration are for reference purposes only and shall not in any way affect the meaning or interpretation of this Declaration.

**12.5 Conflicts.** In the event of conflict between the terms of this Declaration and the By-Laws, rules, regulations or Articles of Incorporation of the Association, this Declaration shall control.

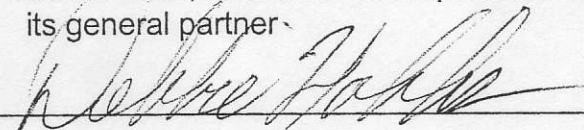
**12.6 Failure of Association to Perform Duties.** Should the Association fail to carry out its duties as specified in this Declaration, the City or its lawful agents shall have the right and ability, after due notice to the Association, to remove any landscape systems, features or elements that cease to be maintained by the Association; to perform the responsibilities of the Association if the Association fails to do so in compliance with any of the provisions of this Declaration, the agreements, covenants or restrictions of the Association, or of any applicable City codes or regulations; to assess the Association for all costs incurred by the City in performing said responsibilities if the Association fails to do so; and/or to avail itself of any other enforcement actions available to the City pursuant to state law or City codes and regulations. Should the City exercise its rights as specified above, the Association shall indemnify and hold the City harmless from any and all costs, expenses, suits, demands, liabilities or damages, including attorney's fees and costs of suit, incurred or resulting from the City's removal of any landscape systems, features or elements that cease to be maintained by the Association or from the City's performance of the aforementioned operation, maintenance or supervision responsibilities of the Association due to the Association's failure to perform said duties.

IN WITNESS WHEREOF, the Declarant has caused this instrument to be executed on its behalf, attested and its corporate seal to be hereunto affixed as of the day and year first above written.

DECLARANT:  
Mansfield Meadow Glen, Ltd.  
a Texas limited partnership

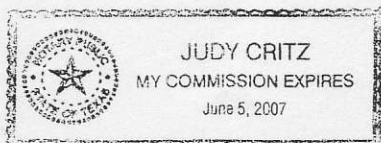
By: Denton BBE, Ltd., its general partner

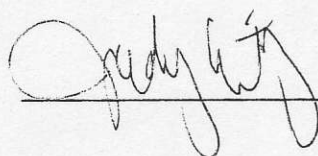
By: Gerault Road, Inc.. a Texas corporation and  
its general partner

By: 

STATE OF TEXAS       §  
COUNTY OF DALLAS   §

The foregoing instrument was acknowledged before me on this 17 day of June, 2005, by Debbie Hobbs Vice President of Gerault Road, Inc. a corporation on behalf of said Limited Partnership as the General Partner of Mansfield Meadow Glen, Ltd.





## EXHIBIT "A"

1 of 3

STATE OF TEXAS  
COUNTY OF TARRANT

PHASE I

Being a tract of land situated in the W.C. Lowe Survey, Abstract No. 970 in the City of Mansfield, Tarrant County, Texas, and being a part of Lot 1, Block 1, Tulburt Addition as recorded in Cabinet B, Slide 1196, Plat Records, Tarrant County, Texas, and being a part of Lot 1-R, Block 1, of the Perkey Addition, as recorded in Cabinet A, Slide 4030, Plat Records, Tarrant County, Texas, said tract being more particularly described as follows:

BEGINNING at a 1/2" iron rod found at the West corner of said Tulburt Addition;

THENCE: North 59° 48' 10" East, along the Northerly line of the said Lot 1, a distance of 1278.13' to a 1/2" iron rod found for a corner; said point being the North corner of said Lot 1, and also being the West corner of that tract of land conveyed to the Day Family Trust, as recorded in Volume 9125, Page 929, of the Deed Records of Tarrant County, Texas;

THENCE: South 28° 34' 30" East, along the common line of said Lot 1, and said Day Family Trust tract, a distance of 1321.08' to a 1/2" iron rod with a cap found at the East corner of said Lot 1, and also being the North corner of Lot 1-R, Block 1 Perkey Addition, an addition to the City of Mansfield, as recorded in Cabinet A, Slide 4030, Plat Records, Tarrant County, Texas;

THENCE: South 28° 33' 16" East, passing at 5.86' the Southwest corner of said Day Tract, said point also being the Northwest corner of Lot 1, Block 1, Highlands By The Lake, an Addition to the City of Mansfield, as recorded in Cabinet A, Slide 4592, Plat Records, Tarrant County, Texas and also being the Northeast corner of Lot 1-R, of said Perkey Addition, and continuing along the Northeast line of said Perkey Addition, a total distance of 259.27' to a 1/2" iron rod set for a corner;

THENCE: Traversing said Lot 1-R to 1/2" iron rods set for corners as follows:

South 61° 26' 44" West, a distance of 188.58';

South 73° 55' 03" West, a distance of 149.83';

South 48° 57' 26" West, a distance of 70.00';

North 41° 02' 34" West, a distance of 120.00';

South 48° 57' 26" West, a distance of 29.00';

North 41° 02' 34" West, a distance of 50.00';

North 48° 57' 26" East, a distance of 9.50', said point being on a curve to the right, having a central angle of 12° 28' 14", a radius of 250.00' and a chord that bears

North 34° 48' 27" West, a distance of 54.31';

THENCE: Along the arc of said curve, an arc distance of 54.41' to a 1/2" iron rod set for a corner;

THENCE: North 28° 34' 20" West, passing at 12.58', the common line between said Tulburt and said Perkey Additions, and continuing a total distance of 41.29' to a 1/2" iron rod set for a corner;

THENCE: South 61° 19' 33" West, a distance of 120.00' to a 1/2" iron rod set for a corner;

THENCE: South 48° 57' 26" West, a distance of 170.80' to a 1/2" iron rod set for a corner on the common line between Tulburt and Perkey Additions; said point also being the North corner of Lot 2, Block 5, Meadow Glen, an additon to the City of Mansfield as recorded in Cabinet A, Slide 9349 of the Plat Records, Tarrant County, Texas;

THENCE: South 59° 45' 13" West, along the common line between said Lot 1-R, Block 1, Perkey Addition, and the common line of said Lot 2, Block 5, a distance of 475.20' to a 1/2" iron rod with a cap found on the Northeast Right-of-Way line of North Holland Road Extension, said point also being the South corner of said Lot 2, Block 5;

THENCE: North 28° 40' 27" West along said Northeast Right-of-Way line and the Southwest line of said Lot 1, Block 1, Tulburt Addition, a distance of 683.23' to a 1/2" iron rod with a cap found for a corner;

THENCE: North 61° 19' 33" East a distance of 250.00' to a 1/2" iron rod with a cap found for a corner;

THENCE: North 28° 40' 27" West a distance of 261.00' to a 1/2" iron rod set for a corner;

THENCE: South 61° 19' 33" West, a distance of 250.00' to a 1/2" iron rod set on the Northeast Right-of-Way of North Holland Road Extension;

THENCE: North 28° 41' 08" West, along said Right-of-Way line and the Southwest line of said Tulburt Addition, a distance of 147.33' to a 1/2" rod with a cap found at the beginning of a curve to the left, having a radius of 229.63' a central angle 38° 24' 50", and a chord that bears North 47° 10' 52" West, a distance of 151.09';

THENCE: Along the arc of said curve and said Right-of-Way line, an arc distance of 153.96' to a 1/2" iron rod with a cap found for a corner;

THENCE: North 28° 05' 57" West, a distance of 85.94', to the POINT OF BEGINNING, and containing 38.1987 acres (1,663,936 Sq. Ft.) of land.

STATE OF TEXAS  
COUNTY OF TARRANT

BEING A tract or parcel of land situated in the W.C. Lowe Survey, Abstract No. 970, Tarrant County, Texas, and being a part of that 35.9001 acre tract of land conveyed from Michael L. Tulburt to Mansfield Meadow Glen, LTD., a Texas Limited Partnership by deed, recorded in Volume 17312, Document Number 343, Page 1, and part of that 32.7281 acre tract of land conveyed from Elbert B. Perkey to said Mansfield Meadow Glen by deed, recorded in Volume 17312, Document Number 340, Page 1, Deed Records, Tarrant County, Texas, said tract being more particularly described as follows:

Beginning at a half inch iron rod found for a corner on the Northeasterly Right-Of-Way line of North Holland Road Extension, said point also being the Southwest corner Lot 1-R, Block 1, Perkey Addition, an addition to the City of Mansfield, recorded in Cabinet A, Slide 4030, Plat Records, Tarrant County, Texas;

- THENCE: North  $61^{\circ} 26' 17''$  East, along the Southerly line of said Perkey Addition, a distance of 471.34' to a half inch iron rod found for a corner;
- THENCE: North  $28^{\circ} 33' 43''$  West, along the Westerly line of said 32.7281 acre tract, a distance of 184.24' to a half inch iron rod found for a corner;
- THENCE: North  $27^{\circ} 50' 45''$  West, continuing along the Westerly line of said 32.7281 acre tract, a distance of 245.94' a half inch iron rod found for a corner;
- THENCE: North  $48^{\circ} 57' 26''$  East, a distance of 170.80' to a half inch iron rod set for a corner;
- THENCE: North  $61^{\circ} 19' 33''$  East, a distance of 120.00' to a half inch iron rod set for a corner;
- THENCE: South  $28^{\circ} 34' 20''$  East, a distance of 41.29' to a half inch iron rod set at the beginning of a curve to the left, having a central angle of  $12^{\circ} 28' 14''$ , a radius of 250.00' and a chord that bears South  $34^{\circ} 48' 27''$  East, a distance of 54.31';
- THENCE: Along the arc of said curve, an arc distance of 54.41' to a half inch iron rod set for a corner;
- THENCE: South  $48^{\circ} 57' 26''$  West, a distance of 9.50' to a half inch iron rod set for a corner;
- THENCE: South  $41^{\circ} 02' 34''$  East, a distance of 50.00' to a half inch iron rod set for a corner;
- THENCE: North  $48^{\circ} 57' 26''$  East, a distance of 29.00' to a half inch iron rod set for a corner;
- THENCE: South  $41^{\circ} 02' 34''$  East, a distance of 120.00' to a half inch iron rod set for a corner;
- THENCE: North  $48^{\circ} 57' 26''$  East, a distance of of 70.00' to a half inch iron rod set for a corner;
- THENCE: North  $73^{\circ} 55' 03''$  East, a distance of 149.83' to a half inch iron rod set for a corner;

THENCE: North  $61^{\circ} 26' 44''$  East, a distance of 188.58' to a half inch iron rod set for a corner on the Easterly line of said 32.7281 acre Perkey Tract;

THENCE: South  $28^{\circ} 33' 16''$  East, along said Easterly line, a distance of 411.20' to a half inch iron rod found for a corner;

THENCE: South  $28^{\circ} 35' 10''$  East, continuing with said Easterly line, a distance of 203.16' to a half inch iron set for a corner, said point being on a curve to the right, having a central angle of  $43^{\circ} 29' 50''$ , a radius of 480.00' and a chord that bears South  $83^{\circ} 09' 45''$  West, a distance of 355.71';

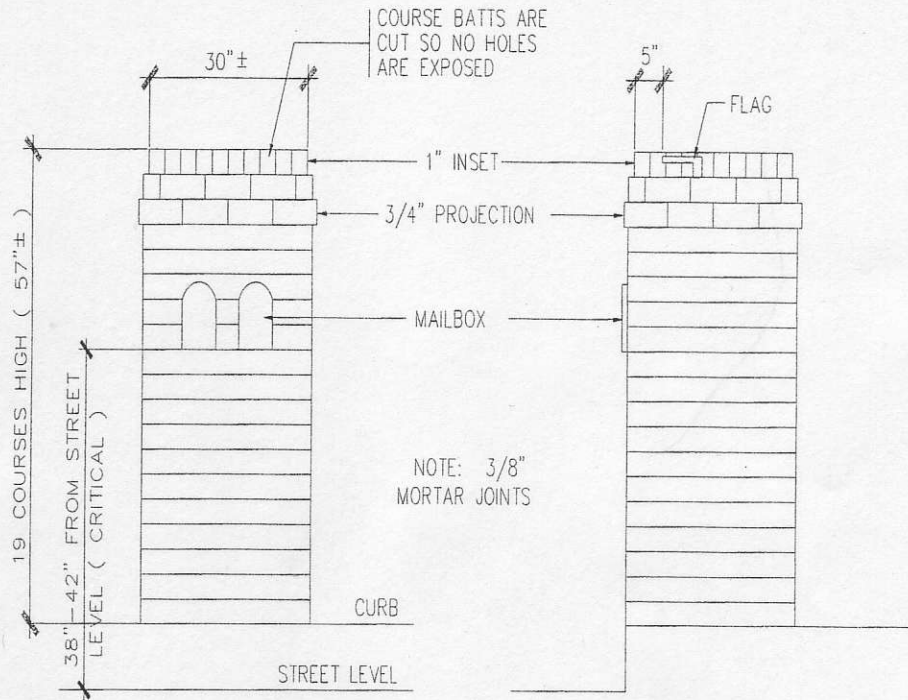
THENCE: Along the arc of said curve, an arc distance of 364.40' to a half inch iron rod set at a point of reverse curve, having a central angle of  $43^{\circ} 37' 26''$ , a radius of 480.00' and a chord that bears South  $83^{\circ} 05' 57''$  West, a distance of 356.70';

THENCE: Along the arc of said curve, an arc distance of 365.46' to a half inch iron rod set for a corner;

THENCE: South  $61^{\circ} 17' 14''$  West, a distance of 563.73' to a half inch iron rod set on the Easterly line of North Holland Road Extension;

THENCE: North  $28^{\circ} 42' 46''$  West, along said ROW line, a distance of 159.53' to the PLACE of BEGINNING and containing 11.7909 acres of land.

EXHIBIT B



STANDARD MAILBOX DETAIL

**EXHIBIT "C"**  
**MEADOW GLEN HOMEOWNERS ASSOCIATION, INC.**  
**ENFORCEMENT POLICY**

**WHEREAS**, the Board of Directors of the Meadow Glen Homeowners Association, Inc. (the "**Association**") finds there is a need to establish orderly procedures for the enforcement of the Rules & Regulations of the Association, the Design Guidelines of the Association and the restrictive covenants set forth in the Declaration of Covenants, Conditions and Restrictions for Meadow Glen (hereinafter referred to, collectively, as the "**Meadow Glen Governing Documents**") against violating owners.

**NOW, THEREFORE, IT IS RESOLVED** that the following procedures and practices are established for the enforcement of the Meadow Glen Governing Documents and for the elimination of violations of such provisions found to exist in, on and about the property subject to the Meadow Glen Governing Documents (to be referred to herein as the "**Enforcement Policy**").

1. **Establishment of Violation.** Any condition, use, activity or improvement which does not comply with the provisions of the Meadow Glen Governing Documents, shall constitute a "**Violation**" under this Policy for all purposes.

2. **Report of Violation.** The existence of a Violation will be verified by a field observation conducted by the Board or its delegate. For the purpose of this Enforcement Policy, the delegate of the Board may include Management, an officer or member of the Board, or a member of any committee established by the Board for this purpose. A timely written report shall be prepared by the field observer for each Violation which will include the following information:

- a. Identification of the nature and description of the Violation(s).
- b. Identification by street address and legal description, if available, of the Lot on which the Violation exists.
- c. Date of the verification observation and name of the person making such observation.

At the same time that the field observation report is prepared, the Board or its delegate may forward to the Owner of the Lot in question written notice via regular first class mail or via postcard of the discovery of a Violation(s) (the "**Courtesy Notice**"). The Owner will have at least ten (10) days from the date of the Courtesy Notice to correct or eliminate the Violation(s). The Board or its delegate may, in lieu of this notice, proceed immediately to the notice set forth in Paragraph 3 below.

3. **Notice of Violation.** If the Violation is not corrected or eliminated within the time period specified in the Courtesy Notice, or if the Board or its delegate deem it appropriate to proceed without the Courtesy Notice, the Association will forward to the Owner of the Lot in question written notice of the Violation(s) by first class mail or personal delivery and by certified mail, return receipt requested (the "**Notice of Violation**"). A Notice of Violation is not required if the alleged violator received a Notice of Violation relating to a similar Violation within six (6) months of the current Violation and was given a reasonable opportunity to cure the prior Violation. In such event, the Board may impose sanctions as authorized by the Meadow Glen Governing Documents and/or this Enforcement Policy without notice to the Owner other than the Final Notice of Violation described in Paragraph 4 below. The Notice of Violation, if required, will state the following:

a. The nature, description and location of the Violation, including any property damage caused by the Owner.

b. The authority for establishing the Violation, including the authority for recovering property damages caused by the Owner.

c. The proposed sanction to be imposed, including the amount claimed to be due from the owner for property damage, in the event the Violation is not cured within a reasonable time.

d. If the Violation is corrected or eliminated within a reasonable time after the Owner's receipt of the Notice of Violation that no further action will be taken.

e. The recipient may, on or before thirty (30) days from the receipt of the Notice of Violation, deliver to the Association a written request for a hearing.

f. The Owner has the right to submit a written request for a hearing on or before thirty (30) days from the receipt of the Notice of Violation, that any attorney's fees and costs incurred by the Association will be charged to the Owner.

Sanctions under this Paragraph 3 may include, but are not limited to, the suspension of the right to use the Common Area and/or the imposition of violation fines at the rate of Ten and No/100 Dollars (\$10.00) per day until the violation is cured. There shall be no limit to the aggregate amount of violation fines imposed for the same Violation.

4. **Final Notice of Violation.** A formal notice of the Violation and the sanction to be imposed, including the amount of any property damage (the "**Final**



**Notice of Violation**") will be sent by the Association to the Owner by regular first class mail and by certified mail, return receipt requested, where, within the time period specified in the Notice of Violation, the Violation has not been corrected or eliminated or the Association has not timely received a written request for a hearing, whichever occurs first.

5. **Request for a Hearing.** If the Owner submits a written request for a hearing in a timely manner, the hearing shall be held in executive session of the Board of Directors affording the alleged violator a reasonable opportunity to be heard. Such hearing shall be held no later than the 30<sup>th</sup> day after the date the Board or its delegate receives the Owner's request for a hearing. The notice of the hearing shall be sent no later than the 10<sup>th</sup> day before the date of the hearing. The notice requirement shall be deemed satisfied if the alleged violator appears at the meeting. The Association or the Owner may request a postponement, and, if requested, a postponement shall be granted for a period of not more than ten (10) days. The minutes of the meeting shall contain a written statement of the results of the hearing. The Association shall notify the Owner in writing of its action within ten (10) days after the hearing. The Board may, but shall not be obligated to, suspend any proposed sanction if the Violation is cured within the ten (10) day period. Such suspension shall not constitute a waiver of the right to sanction future violations of the same or other provisions of the Meadow Glen Governing Documents by any Owner.

6. **Correction of Violation.** Where the Owner corrects or eliminates the Violation(s) prior to the imposition of any sanction, no further action will be taken (except for collection of any monies for which the Lot Owner may become liable under this Enforcement Policy and/or the Meadow Glen Governing Documents). Written notice of correction or elimination of the Violation may be obtained from the Board upon request for such notice by the Owner and upon payment of a fee for same, the amount of which is set by the Board.

7. **Referral to Legal Counsel.** Where a Violation is determined or deemed determined to exist and where the Board deems it to be in the best interests of the Association to refer the Violation to legal counsel for appropriate action, the Board may do so at any time. Such legal action may include, without limitation, sending demand letters to the violating Owner and/or seeking injunctive relief against the Owner to correct or otherwise abate the Violation. Attorney's fees and all costs incurred by the Association in enforcing the Meadow Glen Governing Documents and administering this Enforcement Policy shall become the personal obligation of the Owner.

8. **Notices.** Unless otherwise provided in the Enforcement Policy, all notices required by this Enforcement Policy shall be in writing and shall be deemed to have been duly given if delivered personally and/or if sent by United States Mail, first class postage prepaid, to the Owner at the address which the Owner has designated in writing and filed with the Secretary of the Association

or, if no such address has been designated, to the address of the Lot of the Owner.

a. Where the notice is directed by personal delivery, notice shall be deemed to have been given, sent, delivered or received upon actual receipt by any person accepting delivery thereof at the address of the recipient as set forth in such notice or if no person is there, by leaving the notice taped to the front door of the residence.

b. Where the notice is placed into the care and custody of the United States Postal Service, notice shall be presumed to have been given, sent, delivered or received, as of the third (3<sup>rd</sup>) calendar day following the date of postmark of such notice hearing postage prepaid and the appropriate name and address as required herein unless otherwise shown by the recipient to have been received at a later date.

c. Where a day required for an action to be taken or a notice to be given, sent, delivered or received, as the case may be, falls on a Saturday, Sunday or United States Postal Service holiday, the required date for the action or notice will be extended to the first day following which is neither a Saturday, Sunday or United States Postal Service holiday.

d. Where the Board has actual knowledge that such situation exists, any action to be taken pursuant to this Enforcement Policy which would directly affect the property of a third party or would be the responsibility of a party other than the Owner, notices required under this Enforcement Policy may be given, if possible, to such third party in addition to the Owner. Notwithstanding any notice sent to a third party, the Owner remains the party responsible for compliance with the requirements of the Declaration. The Board shall accept a response from any such third party only upon the written direction of the Owner of the Lot upon which the Violation exists.

e. Where the Owner has notified the Association that the interests of said Owner in a Lot are being/have been handled by a representative or agent of such Owner or where an Owner has otherwise acted so as to put the Association on notice that its interest in a Lot has been and are being handled by a representative or agent, any notice or communication from the Association pursuant to this Enforcement Policy will be deemed full and effective for all purposes if given to such representative or agent.

f. Where an Owner transfer record title to a Lot at any time during the pendency of any procedure prescribed by this Enforcement Policy, such Owner shall remain personally liable for all costs under this Enforcement Policy. As soon as practical after receipt by the Association of a notice of a change in the record title to a Lot which is the subject of enforcement proceedings under this Enforcement Policy, the Board may begin enforcement

proceedings against the new Owner in accordance with this Enforcement Policy. The new Owner shall be personally liable for all costs under this Enforcement Policy which are the result of the new Owner's failure and/or refusal to correct or eliminate the Violation in the time and manner specified under this Enforcement Policy.

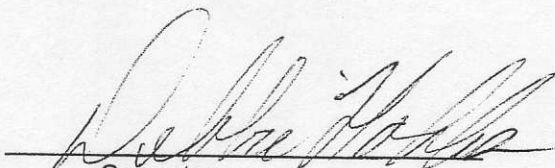
**9. Cure of Violation During Enforcement.** An Owner may correct or eliminate a Violation at any time during the pendency of any procedure prescribed by this Enforcement Policy. Upon verification by written report to the Board and sent, where appropriate, to the Board that the Violation has been corrected or eliminated, the Violation will be deemed no longer to exist. The Owner will remain liable for all costs under this Enforcement Policy, which costs, if not paid upon demand therefore by Management, will be referred to the Board of Directors of the Association for collection.

**10. Definitions.** The definitions contained in the Meadow Glen Governing Documents are hereby incorporated herein by reference.

**IT IS FURTHER RESOLVED** that this Enforcement Policy is effective upon adoption hereof, to remain in force and effect until revoked, modified or amended by the Board of Directors.

This is to certify that the foregoing Enforcement Policy was adopted by the Board of Directors at a duly convened meeting held on the 10 day of JUNE 2005, and that the same shall be filed of record in the Real Property Records of Tarrant County, Texas.

DATE: 6-13-05

  
Secretary