

**Denton County
Juli Luke
County Clerk**

Instrument Number: 5098

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MEMORANDUM

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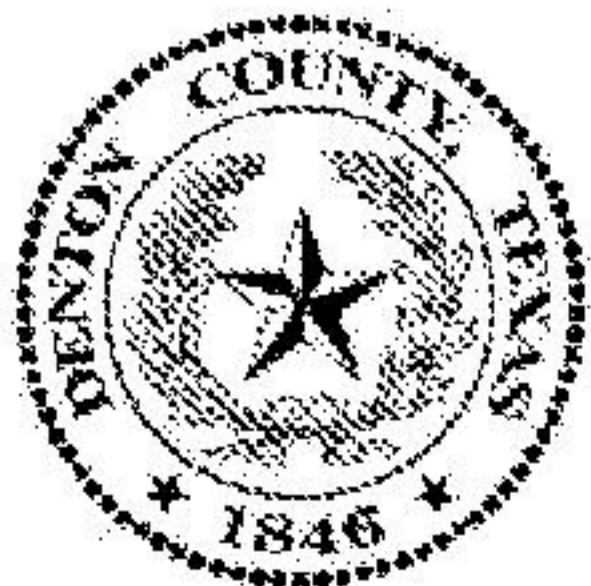
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Station: Station 21

Record and Return To:



**STATE OF TEXAS
COUNTY OF DENTON**

I hereby certify that this Instrument was FILED In the File Number sequence on the date/time printed hereon, and was duly RECORDED in the Official Records of Denton County, Texas.

Juli Luke
County Clerk
Denton County, TX

**THIRD SUPPLEMENT TO THE
CERTIFICATE AND MEMORANDUM OF RECORDING
OF DEDICATORY INSTRUMENTS FOR
DENTON SETTLERS VILLAGE TOWNHOMES ASSOCIATION, INC.
[Bylaws; Articles of Incorporation; Antenna and Satellite Dish Rules]**

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

THIS SECOND SUPPLEMENT TO THE CERTIFICATE AND MEMORANDUM OF RECORDING OF DEDICATORY INSTRUMENTS FOR DENTON SETTLERS VILLAGE TOWNHOMES ASSOCIATION, INC. (this "Second Supplement") is made this 6 day of January, 2016, by Denton Settlers Village Townhomes Association, Inc. (the "Association").

WITNESSETH:

WHEREAS, Lewisville/Settlers Village, LP a Texas limited partnership, ("Declarant") prepared and recorded an instrument entitled "Declaration of Covenants, Conditions and Restrictions for Settlers Village Townhomes" on or about August 25, 2005 as Instrument No. 2005-106433 of the Deed Records of Denton County, Texas (the "Declaration"); and

WHEREAS, the Association is the property owners' association created by the Declarant to manage or regulate the planned development subject to the Declaration, which development is more particularly described in the Declaration; and

WHEREAS, Section 202.006 of the Texas Property Code provides that a property owners association must file each dedicatory instrument governing the association that has not been previously recorded in the real property records of the county in which the development is located; and

WHEREAS, Section 202.006(b) of the Texas Property Code, effective January 1, 2012, provides that a dedicatory instrument has no effect until the instrument is filed in accordance with this section; and

WHEREAS, the Association recorded a Certificate and Memorandum of Recording of Dedicatory Instruments for Denton Settlers Village Townhomes Association, Inc. on or about December 30, 2011 as Document No. 2011-124863 of the Deed Records of Denton County, Texas (the "Certificate"); and

WHEREAS, the Association recorded a First Supplemental Certificate and Memorandum of Recording of Dedicatory Instruments for Denton Settlers Village Townhomes Association, Inc. on or about December 18, 2014 as Document No. 2014-127922 of the Deed Records of Denton County, Texas (the "First Supplement"); and

WHEREAS, the Association recorded a Second Supplemental Certificate and Memorandum of Recording of Dedicatory Instruments for Denton Settlers Village Townhomes Association, Inc. on or about January 14, 2016, as Document No. 2016-4293 of the Deed Records of Denton County, Texas (the "Second Supplement"); and

WHEREAS, the Association desires to again supplement the Certificate with the dedicatory instruments attached as **Exhibit "A"** pursuant to and in accordance with Section 202.006 of the Texas Property Code.

NOW, THEREFORE, the Bylaws of Denton Settlers Village Townhomes Association, Inc. and the Articles of Incorporation of Denton Settlers Village Townhomes Association, Inc. attached hereto as **Exhibit "A"** are true and correct copies of the originals and are hereby filed of record in the Real Property Records of Denton County, Texas, in accordance with the requirements of Section 202.006 of the Texas Property Code.

IN WITNESS WHEREOF, the Association has caused this Third Supplement to the Certificate and Memorandum of Recording of Dedicatory Instruments for Denton Settlers Village Townhomes Association, Inc. to be executed by its duly authorized agent as of the date first above written.

**DENTON SETTLERS VILLAGE TOWNHOMES
ASSOCIATION, INC., a Texas non-profit corporation**

By: Lisa Allison 

Name: Lisa Allison

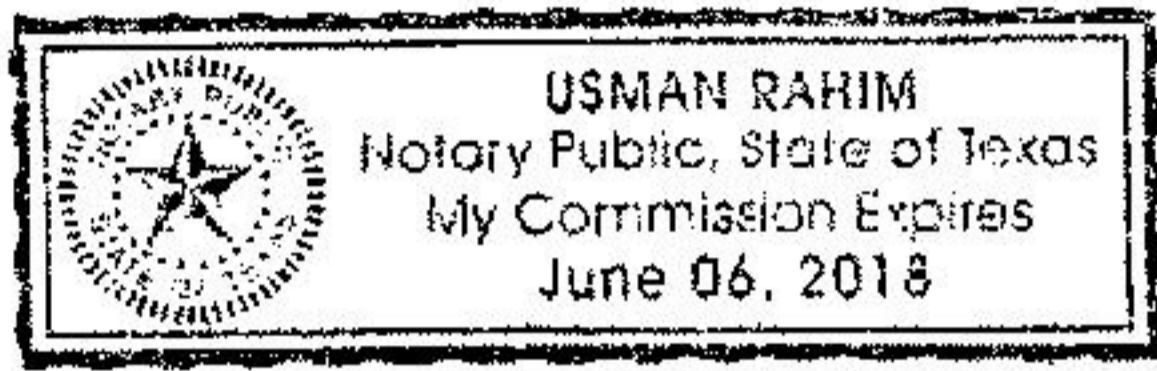
Title: President

ACKNOWLEDGMENT

STATE OF TEXAS §
 §
COUNTY OF DENTON §

BEFORE ME, the undersigned authority, on this day personally appeared Lisa Allison, President of Denton Settlers Village Townhomes Association, Inc., known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that (s)he executed the same for the purposes and consideration therein expressed on behalf of said corporation.

201~~8~~⁷ SUBSCRIBED AND SWORN TO BEFORE ME on this 06 day of Jan,



[Signature]
Notary Public, State of Texas
June 06, 2018
My Commission Expires

Exhibit "A"

- A-1 Bylaws of Denton Settlers Village Townhomes Association, Inc.
- A-2 Articles of Incorporation of Denton Settlers Village Townhomes Association, Inc.
- A-3 Antenna and Satellite Dish Rules

**BYLAWS
OF
DENTON SETTLERS VILLAGE TOWNHOMES ASSOCIATION, INC.
A TEXAS NON-PROFIT CORPORATION**

**ARTICLE I
NAME AND LOCATION**

The name of the association is **DENTON SETTLERS VILLAGE TOWNHOMES 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 located at 13800 Montfort Drive, Suite 100, Dallas, Texas 75240, 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 Settlers Village Townhomes, situated in the City of Lewisville, County of Denton, State of Texas, which property is described in that certain Declaration of Covenants, Conditions and Restrictions for Settlers Village Townhomes (as same may be hereafter amended, the "Declaration") dated August 25, 2005, and recorded in the Deed Records of Denton County, Texas, under Document Number 2005-106433.

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 Property 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 Areas 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 Property. Ownership of any portion of the Property shall be the sole qualification for being a



Member; provided, however, a Member's voting rights, as herein described, or privileges in the Common Areas, 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 Areas 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 Property 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 Property 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 Property 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 Property. 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 Property 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. Until the expiration of the Declarant Period, Class A Members shall be all Owners except the Declarant. As provided below, Declarant shall become a Class A Member with respect to all Lots owned by Declarant upon the expiration of the Declarant Period. Class A Members shall be entitled to one (1) vote for each Lot owned. When more than one person holds an ownership interest in any Lot, all such persons shall be Class A Members; however, the vote for such Lot shall be exercised as the Owners of such Lot jointly determine among themselves, and such vote shall not be counted if the Owners of such Lot cannot unanimously agree on such vote. In no event shall more than one (1) vote be cast with respect any Lot.

Class B. The Class B Member shall be the Declarant. Declarant shall be entitled to ten (10) votes for each Lot owned by Declarant. Declarant's status as a Class B Member shall cease and Declarant shall be converted to Class A Member status with respect to all remaining Lots then owned by Declarant on the earlier to occur of either of the following events:

(a) when the total votes exercisable by Class A Members equals or exceeds the total votes exercisable by the Class B Member; or

(b) upon the date ten (10) years after the recording of this Declaration in the County Real Property Records.

Notwithstanding the voting rights within the Association, until the Declarant no longer owns record title to any Lot or the tenth (10th) anniversary of the date this Declaration was recorded in the Office of the County Clerk of Denton County, Texas, whichever occurs first in time, the Association shall take no action with respect to any matter whatsoever without the prior written consent of the Declarant.

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 may be suspended by the Board for any period during which any assessment levied by the Association remains past due, unless the Member is in good faith contesting the validity or amount of the Assessment. 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 the Members of the Association who are voting in person or by proxy, regardless of class, at a duly called meeting.

(b) The first time a meeting is called, whether regular or special, the presence, in person or by proxy, of Members entitled to cast, or of proxies entitled to cast, at least fifty percent (50%) of the votes of all Owners, regardless of class, shall constitute a quorum for any action except as otherwise provided in the Articles of Incorporation, the Declaration or these Bylaws. If the required quorum is not present or represented at the meeting, one additional meeting may be called, subject to the notice requirements set forth below, and the required quorum at such second meeting shall be one-half (1/2) of the required quorum at the preceding meeting; provided, however, that no such second meeting shall be held more than sixty (60) days following the first 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, at least ten (10) but not more than fifty (50) days before such 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 Members entitled to cast two-thirds (2/3rd) of all of the votes of the Members of the Association.

(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 one (1) year after the date of incorporation of the Association. Thereafter, annual meeting shall be set by the Board so as to occur not later than one hundred twenty (120) 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 fifty percent (50%) 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 or the Association's managing agent at least twenty-four (24) hours before the appointed time of each meeting. Proxies shall be

revocable and shall be valid until the adjournment of the meeting for which they were given, unless such meeting is adjourned and reconvened, in which case, the proxy shall remain valid until such reconvened meeting is adjourned.

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 two (2) directors for a term of one (1) year each and one (1) director for a term of two (2) years. At each annual meeting thereafter, the Members voting, regardless of class, shall elect to replace those directors whose terms have expired. With the exception of the two directors elected at the first meeting to serve for a term of one year, all directors shall serve for a term of two (2) years.

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. Any director who has three (3) consecutive unexcused absences from the regularly scheduled Board meetings or who is delinquent in the payment of any assessment or other charge due the Association for more than ninety (90) days may be removed by a majority of the directors present at a regular or special meeting at which a quorum is present, and a successor may be appointed by the Board to fill the vacancy for the remainder of the term.

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 communication 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 may 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, at least, quarter-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. 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 two (2) 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 five (5) 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.

If the Board takes an action by unanimous written consent, an explanation of the action taken shall be sent by mail to all directors within three (3) days after the written consent of all directors have been obtained.

**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 Areas 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 Areas 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 Areas, 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 Areas, 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 Areas to serve the Property 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 Areas;

(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 Areas 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 establish, make, amend from time to time and enforce compliance with reasonable rules and regulations for the operation and use of the Common Areas by any means authorized under the Declaration, Bylaws or Articles of Incorporation, which shall include the right to impose reasonable monetary fines;

(n) To make an unaudited annual report available (within one hundred twenty (120) 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) Subject to the Declaration, 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(a) hereof; and
- (v) Generally, to have the powers necessary or incidental to the operation and management of the Association and the Common Areas.

Section 8.02. Contracts Terminable. Prior to the date that the Class B Membership converts to Class A Membership, the Board shall not enter into any contracts or agreements unless such contracts or agreements are terminable by the Board upon ninety (90) days prior written notice or less.

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 for one (1) year 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

Section 10.01. Architectural Committee. The Board and/or the Declarant shall appoint an Architectural Committee, as provided in the Declaration. The provisions of Article VII of the Declaration specifically set forth the rights, duties, obligations, responsibilities and liabilities of the Architectural Committee and its members and those provisions are incorporated herein by reference for all purposes.

Section 10.02. Other Committees. In addition to the Architectural Committee previously authorized, other committees may be designated by a resolution adopted by the Board of Directors. Except as otherwise provided in such resolution, members of each such committee shall be Members of the Association, and the President of the Association shall appoint the members thereof. Any member thereof may be removed by the person or persons authorized to appoint such members, whenever in their judgment the best interests of the Association shall be served by such removal. Each member of a committee shall continue as such until the next annual meeting of the Members of the Association and until his successor is appointed, unless the committee shall be sooner terminated, or unless such member be removed from such committee, or unless such member shall cease to qualify as a member thereof. One member of each committee shall be appointed Chairman by the person or persons authorized to appoint the members thereof. Vacancies in the membership of any committee may be filled by appointments made in the same manner as provided in the case of the original appointments. Unless otherwise provided in the resolutions of the Board of Directors designating a committee, a majority of the whole committee shall constitute a quorum and the act of a majority of the members present at a meeting at which a quorum is present shall be the act of the Committee. Each committee may adopt rules for its own government not inconsistent with the Bylaws or with rules adopted by the Board of Directors.

**ARTICLE XI
CONTRACTS, CHECKS, FUNDS AND GIFTS**

Section 11.01. Contracts and Documents. The Board of Directors may authorize any officer or officers, agent or agents of the Association, in addition to the officers so authorized by these Bylaws, to enter into any contract or execute and deliver any instrument or other document in the name of and on behalf of the Association. The authority may be general or confined to specific instances.

Section 11.02. Checks and Drafts. All checks, drafts, or orders for the payment of money, notes, or other evidences of indebtedness issued in the name of the Association shall be signed by the officer or officers, agent or agents of the Association and in the manner as shall from time to time be determined by resolution of the Board of Directors.

Section 11.03. Funds. All funds of the Association shall be deposited from time to time to the credit of the Association in the banks or other depositories as the Board of Directors may select.

Section 11.04. Gifts. The Board of Directors may accept on behalf of the Association any contribution, gift, bequest, or devise for the general purpose or for any special purpose of the Association.

**ARTICLE XII
CORPORATE SEAL**

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

**ARTICLE XIII
BOOKS AND RECORDS**

Section 13.01. 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 13.02. 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 13.03. 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 XIV
ASSESSMENTS**

The provisions of Article V 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 XV
INDEMNIFICATION**

Subject to the provisions of Article 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 2.22A 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 XVI
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 have ceased and been converted into Class A Membership, the Association shall

not amend these Bylaws or the Articles of Incorporation, without the prior written approval of the Class B Member. Notwithstanding the foregoing, Declarant shall have the right to execute amendments to the Bylaws without the consent or approval of any other party if the sole purpose of the amendment is for the purpose of correcting technical errors or for the purposes of clarification.

**ARTICLE XVII
MISCELLANEOUS**

Section 17.01. 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 17.02. 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.

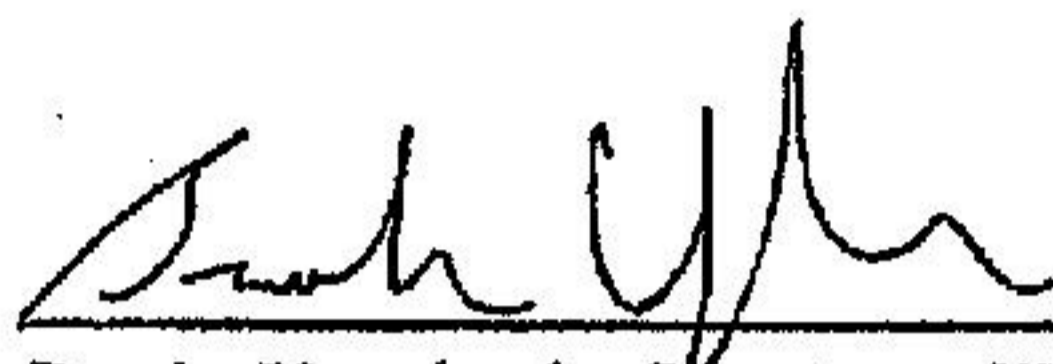
Section 17.03. Non-Interference with Declarant. Anything herein to the contrary notwithstanding, so long as the Declarant owns one or more Lots, no Bylaw amendment or rule or regulation shall be adopted that could, if adopted, unreasonably interfere with the sale, lease or other disposition of such Lots or that could abridge, modify, eliminate or otherwise affect any right, powers, easement, privilege or benefit reserved to the Declarant under the Declaration or these Bylaws or which would impose any discriminatory charge or fee against the Declarant.

CERTIFICATION

I, the undersigned, am the duly elected and acting Secretary of DENTON SETTLERS VILLAGE TOWNHOMES 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 September 16, 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 September 16, 2005.



Brooks Verschoyle, Secretary of Denton
Settlers Village Townhomes Association, Inc.

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



Roger Williams
Secretary of State

DSV
5318
ID# 20-4200855

Office of the Secretary of State

CERTIFICATE OF INCORPORATION
OF

DENTON SETTLERS VILLAGE TOWNHOMES ASSOCIATION, INC.

Filing Number: 800546477

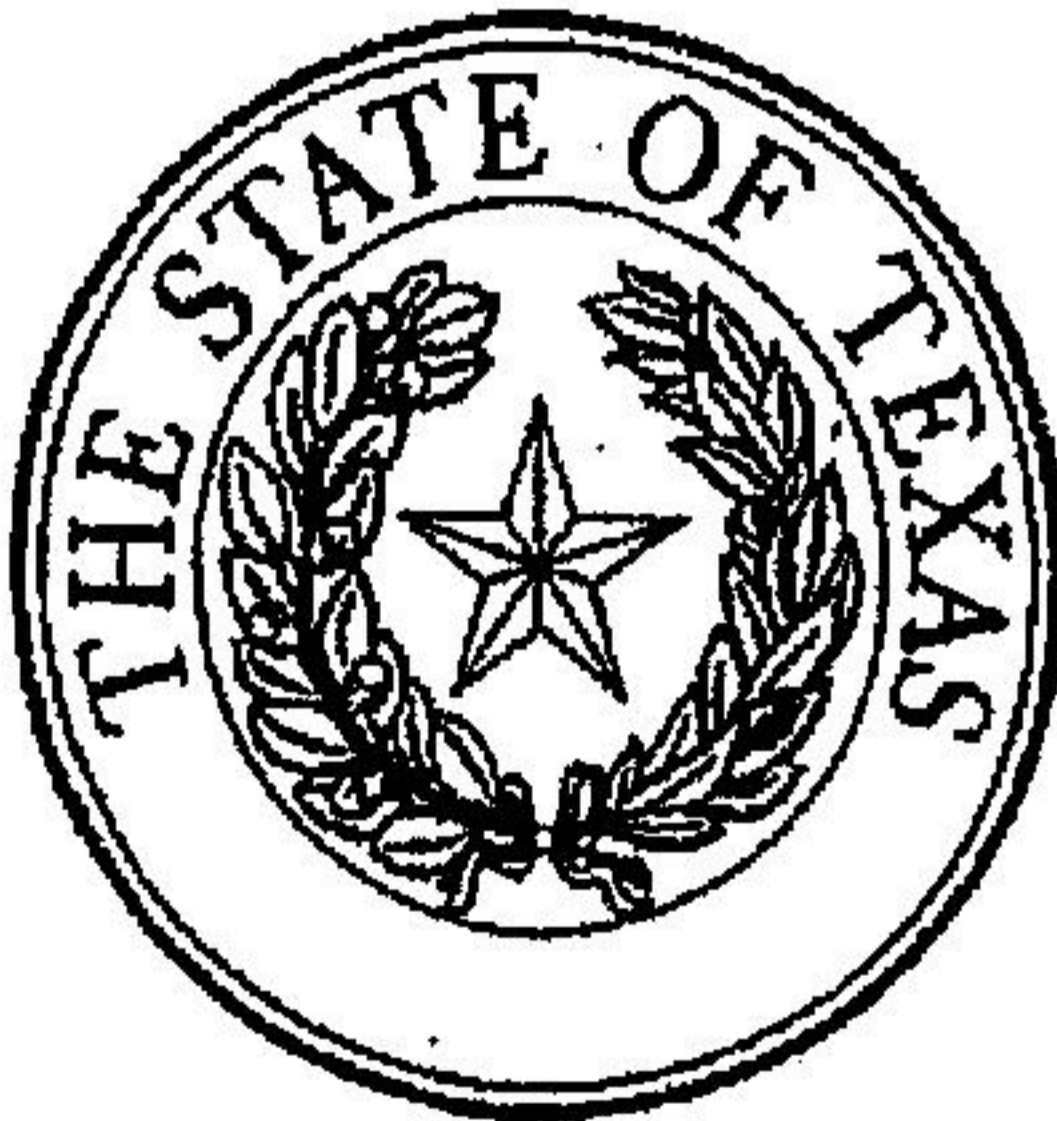
The undersigned, as Secretary of State of Texas, hereby certifies that Articles of Incorporation for the above named corporation have been received in this office and have been found to conform to law.

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: 09/16/2005

Effective: 09/16/2005

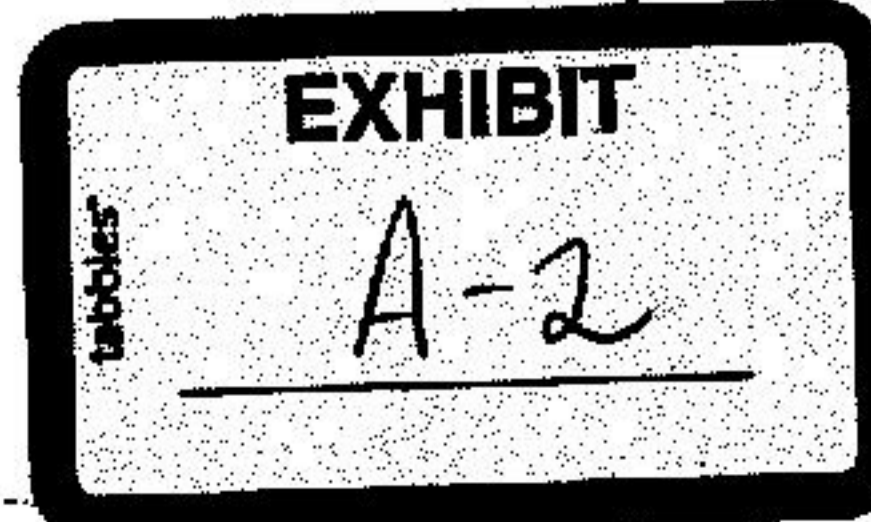


Roger Williams
Secretary of State

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

Phone: (512) 463-5555
Prepared by: Don Gooding

TTY: 7-1-1
Document: 103517160002



**ARTICLES OF INCORPORATION
OF
DENTON SETTLERS VILLAGE TOWNHOMES ASSOCIATION, INC.**

FILED
In the Office of the
Secretary of State of Texas

SEP 16 2005

I, the undersigned, a natural person of the age of eighteen (18) years or more, acting as the incorporator of a corporation under the Texas Non-Profit Corporation Act, do hereby adopt the following Articles of Incorporation for such corporation. Corporations Section

1. **Name.** The name of the corporation is **DENTON SETTLERS VILLAGE TOWNHOMES ASSOCIATION, INC.** (the "Corporation").

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

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

4. **Purpose.** The purposes for which the Corporation is organized are:

(a) to provide for the maintenance, management, preservation, care, and architectural control of the Property and the Common Areas;

(b) to promote the health, safety, and welfare of the residents within the Property and the Common Areas.

(c) to exercise all of the powers and privileges and to perform all of the duties and obligations of the Corporation as set forth in the Declaration;

(d) to fix, levy, collect, and enforce payment of all charges and assessments as set forth in the Declaration; and to pay all expenses in connection therewith and all expenses incident to the conduct of the business of the Corporation, including all licenses, taxes, and governmental charges levied or imposed against the Corporation or the property of the Corporation;

(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 Corporation;

(f) to borrow money, and mortgage, pledge, or hypothecate any or all of the real or personal property of the Corporation as security for money borrowed or debts incurred;

(g) to dedicate, sell, or transfer all or any part of the Common Areas to any public agency, authority, or utility in accordance with 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 may now or hereafter have or exercise.

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

5. **Restrictions and Requirements.** The Corporation is a non-profit corporation which has been organized and shall be operated solely and exclusively for the purposes that are specified in Section 4. No Member, director, officer, or employee of the Corporation shall ever receive or be lawfully entitled to receive any profit from the operations of the Corporation.

The Corporation shall not pay or distribute any dividends or other income to its Members, directors, or officers or otherwise accrue distributable profits or permit the realization of private gain. The Corporation shall have no power to take any action that is prohibited by the Texas Non-Profit Corporation Act. The Corporation shall not have the power to engage in any activities that are not in furtherance of the purposes that are specified in Section 4. Nothing herein shall prevent the payment to the directors and/or officers of the Corporation of reasonable compensation for services rendered and the reimbursement to the directors and/or officers of the Corporation of reasonable expenses that are incurred in connection with the Corporation's affairs.

The Corporation shall have no power to take any action that would violate the requirements for a tax exemption under Internal Revenue Code Section 528 and the related regulations, rulings, and procedures.

6. **Registered Agent and Office.** The street address of the initial registered office of the Corporation is 14643 Dallas Parkway, Suite 570, Dallas, Texas 75254, and the name of the Corporation's initial registered agent at such address is Tim Hagen.

7. **Directors.** The number of directors constituting the initial board of directors is three (3). The number of directors may be changed by amendment of the Bylaws of the Corporation, but in no event shall the number of directors be less than the minimum number required by the Texas Non-Profit Corporation Act. The names and addresses of the persons who are to serve as the initial directors are:

<u>NAME OF DIRECTOR</u>	<u>ADDRESS OF DIRECTOR</u>
Mike Anders	13800 Montfort Drive, Suite 100 Dallas, Texas 75240
Jim Harrison	13800 Montfort Drive, Suite 100 Dallas, Texas 75240
Brooks Verschoyle	13800 Montfort Drive, Suite 100 Dallas, Texas 75240

8. Membership. Every Owner of a Lot shall automatically be a Member of the Corporation. Memberships shall be appurtenant to and may not be separated from ownership of any Lot which is subject to the Declaration. Ownership of a Lot shall be the sole qualification for membership in the Corporation. The Corporation may (but shall not be required to) issue certificates evidencing membership in the Corporation. The voting rights of the Members are set forth in the Declaration.

9. Voting Rights. The Corporation shall have two (2) classes of voting membership:

Class A. Until the expiration of the Declarant Period, Class A Members shall be all Owners except the Declarant. As provided below, Declarant shall become a Class A Member with respect to all Lots owned by Declarant upon the expiration of the Declarant Period. Class A Members shall be entitled to one (1) vote for each Lot owned. When more than one person holds an ownership interest in any Lot, all such persons shall be Class A Members; however, the vote for such Lot shall be exercised as the Owners of such Lot jointly determine among themselves, and such vote shall not be counted if the Owners of such Lot cannot unanimously agree on such vote. In no event shall more than one (1) vote be cast with respect any Lot.

Class B. The Class B Member shall be the Declarant. Declarant shall be entitled to ten (10) votes for each Lot owned by Declarant. Declarant's status as a Class B Member shall cease and Declarant shall be converted to Class A Member status with respect to all remaining Lots then owned by Declarant on the earlier to occur of either of the following events:

(a) when the total votes exercisable by Class A Members equal or exceeds the total votes exercisable by the Class B Member; or

(b) upon the date ten (10) years after the recording of this Declaration in the County Real Property Records.

10. Amendments. Amendments to these Articles of Incorporation shall be in accordance with the Bylaws of the Corporation.

11. Incorporator. The name and street address of the incorporator is Tim Hagen, 14643 Dallas Parkway, Suite 570, Dallas, Texas 75254.

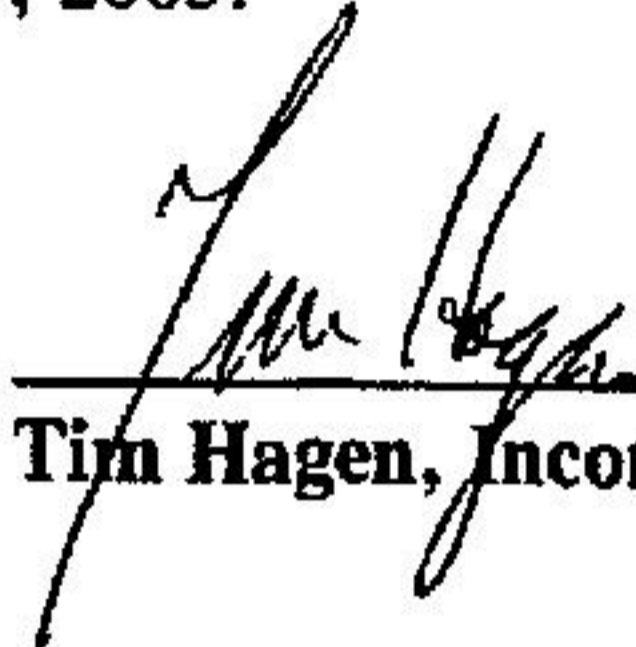
12. No Cumulative Voting. Members shall not be able to cumulate their votes in election of Directors.

13. Limitation on Liability of Directors. No Director shall be liable to the Corporation or its Members for monetary damages for an act or omission in the Director's capacity as a Director except to the extent otherwise provided by a statutes of the State of Texas.

14. Indemnification. The Corporation shall indemnify a person who was, is, or is threatened to be made or named defendant or respondent in litigation or other proceedings because the person is or was a director, officer, employee, or agent of the Corporation as provided in the Bylaws of the Corporation.

15. Capitalized Terms. The capitalized terms used herein shall have the same meaning as set forth in the Declaration of Covenants, Conditions and Restrictions for Denton Settlers Village Townhomes, recorded or to be recorded in the Deed Records of Denton County, Texas.

EXECUTED this the 14th day of September, 2005.



Tim Hagen, Incorporator

DENTON SETTLERS VILLAGE TOWNHOMES ASSOCIATION, INC.

ANTENNA AND SATELLITE DISH RULES

WHEREAS, Article IX, Section 9.2 of the Declaration of Covenants, Conditions and Restrictions for Settlers Village Townhomes (the "Declaration") authorizes Denton Settlers Village Townhomes Association, Inc. (the "Association"), acting through its Board of Directors, to adopt rules governing the type of antennas, satellite dishes, and similar devices that are permissible hereunder and establishing reasonable, non-discriminatory restrictions relating to location, installation, removal, and maintenance of antennae, satellite dishes, and similar devices; and

WHEREAS, the Federal Communications Commission (the "FCC") adopted the Over-the-Air Reception Devices ("OTARD") rule pursuant to the Telecommunications Act of 1996 which places certain limitations on restrictions on viewers' ability to receive video programming signals from certain types of satellite dishes and antennas; and

WHEREAS, the Board of Directors of the Association has determined that the adoption of rules governing antennas and satellite dishes within the Settlers Village Townhomes community that comply with the FCC's OTARD rule will benefit the community; and

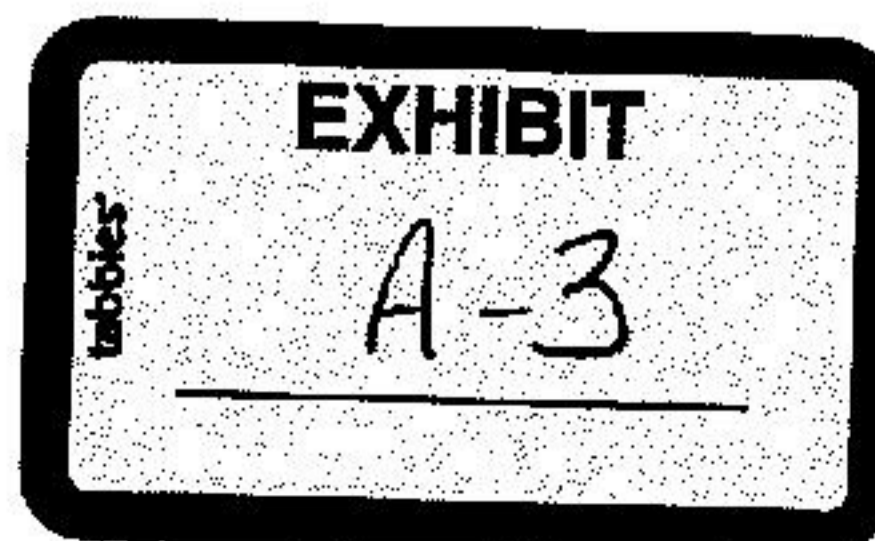
WHEREAS, at a meeting of the Board of Directors on August 16, 2016, the Board adopted the following Antenna and Satellite Dish Rules.

NOW, THEREFORE, IT IS RESOLVED, in order to comply with the FCC's OTARD rule, the Board of Directors hereby adopts the following rules to govern antennas and satellite dishes, to be known as the Antenna and Satellite Dish Rules.

Over-the-air-reception devices are permitted at Settlers Village Townhomes in accordance with FCC rules and the following reasonable restrictions set forth in these Antenna and Satellite Dish Rules (the "Rules"). No exterior antennas, aerials, satellite dishes or other apparatus for the transmission of television, radio, satellite or other signals of any kind shall be placed, allowed or maintained upon any portion of an Owner's Lot except in accordance with these Rules.

1. **Permitted Devices**. The following devices are permitted by these rules (the "Permitted Devices"):

- (1) A "satellite dish" antenna that is one meter (39.37") or less in diameter and is designed to receive direct broadcast satellite service, including direct-to-home satellite service, or to receive or transmit fixed wireless signals via satellite.



(2) An antenna that is one meter (39.37") or less in diameter or diagonal measurement and is designed to receive video programming services via broadband radio service (wireless cable) or to receive or transmit fixed wireless signals other than via satellite.

(3) An antenna that is designed to receive local television broadcast signals.

2. **Notification.** Owners must notify the Architectural Committee prior to installing one or more outdoor Permitted Devices, but need not obtain Architectural Committee approval. In addition, any Owner desiring to install one or more antennas used for AM/FM radio, amateur ("ham") radio, CB radio, Digital Audio Radio Services ("DARS") or antennas used as part of a hub to relay signals among multiple locations must seek written approval from the Architectural Committee.
3. **Installation.** In addition to the location restrictions contained in Article IX, Section 9.2 of the Declaration, Owners may only install a Permitted Device in an Exclusive Use Area. "Exclusive Use Area" means an area on the Owner's Lot that only the Owner, and his or her guests and invitees, may enter and use to the exclusion of other individuals. Owners may not install a Permitted Device on the roof of the Owner's Dwelling, as such installation may void roof warranties. Owners may not attach a Permitted Device to the exterior building surfaces of the Owner's Dwelling, as such surfaces are the maintenance responsibility of the Association. Owners may mount a Permitted Device on a mast in order to reach the height needed to receive or transmit an acceptable quality signal. The Permitted Device shall not be installed any higher than is absolutely necessary in order to ensure reception of an acceptable quality signal. Exterior wiring or coaxial cable should be installed so as to be minimally visible. In no case shall wires or cabling run over the top of the roof of the Owner's Dwelling or along the exterior of the Dwelling.
4. **Maintenance.** Owners who install outdoor Permitted Devices are solely responsible for all associated costs, including but not limited to replacement, repair, maintenance, relocating and removal of the Permitted Device. If use of an outdoor Permitted Device is discontinued, the Owner shall promptly remove the Permitted Device and any associated mast, frames and cabling. If an Owner fails to remove some or all of an outdoor Permitted Device that is no longer in use, the Owner shall be given notice of such fact by the Association or the Managing Agent, and the Owner shall be required to correct such condition within a reasonable amount of time. If Owner fails to do so, then the Association or Managing Agent may correct such discrepancy at the Owner's expense.
5. **Violations.** All Owners whose Permitted Devices do not comply with these Rules will be given notice of the existence of the violation by the Association or the Managing Agent. Failure to comply may result in the Owner being fined. If the Owner fails to act after

multiple notices and/or fines, the Association or Managing Agent may remove the violating Permitted Device at the Owner's expense. If the installation in violation penetrated the roof or building exterior, the repairs to correct the property damage may be undertaken by the Association at the Owner's expense.

IT IS FURTHER RESOLVED that these Antenna and Satellite Dish Rules are effective upon adoption hereof, to remain in force and effect until revoked, modified or amended.

This is to certify that the foregoing resolution was adopted by the Board of Directors at a meeting of same on August 16, 2016, and has not been modified, rescinded or revoked.

DATE: 1/9/17

Claudia Smith
Secretary

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1/6/17
01/09/17
1-10-17

[Signature], President
[Signature] Treasurer
[Signature], Member at Large