Denton County
Juli Luke
County Clerk
Denton, TX 76202

70 2015 00140041

Instrument Number: 2015-140041

As

Recorded On: December 07, 2015 **Property Owners Assoc Mgmt Cert**

Parties: MEADOW OAK HOMEOWNERS ASSOCIATION **Billable Pages: 63**

To **Number of Pages: 63**

Comment:

(Parties listed above are for Clerks reference only)

**** THIS IS NOT A BILL ****

Property Owners Assoc Mgmt Cer	274.00
Total Recording:	**274.00**

************** DO NOT REMOVE. THIS PAGE IS PART OF THE INSTRUMENT **************

Any provision herein which restricts the Sale, Rental or use of the described REAL PROPERTY
because of color or race is invalid and unenforceable under federal law.

File Information:

Document Number: 2015-140041
Receipt Number: 1366710
Recorded Date/Time: December 07, 2015 03:32:32P

User / Station: J Baker - Cash Station 4

Record and Return To:

SPECTRUM ASSOCIATION
17319 SAN PEDRO AVE
STE 318
SAN ANTONIO TX 78232

THE STATE OF TEXAS }
COUNTY OF DENTON }

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

Juli Luke

County Clerk
Denton County, Texas

MANAGEMENT CERTIFICATE FOR MEADOW OAKS HOMEOWNERS ASSOCIATION, INC.

This Management Certificate is recorded pursuant to Section 209.004 of the Texas Property Code.
This amends all prior Management Certificates filed for this association:

Per Texas Property Code 209.004 (a-1) (effective September 1,2013) "The County Clerk of each county in which a Management Certificate is filed as required by this section shall record the Management Certificate in the real property records of the county and index the document as a "Property Owners' Association Management Certificate"

State of Texas §

County of Denton §

1. Name of Subdivision: Meadow Oaks

2. Subdivision Location: Denton County

3. Name of Homeowners Association: Meadow Oaks Homeowners Association, Inc.

4. Recording Data for Association: Plat located in 145 of Plat Records at the County

5. Recording Data for Declaration: Declaration of Covenants Conditions and Restrictions including the final plat is filed at the county under Doc# 027573; First Amendment, Supplemental and Clarification to Declaration 2000-R0113974; First Supplement to Notice of Filing Dedicatory Instruments Document# 2012-22266

6. Attached to this Certificate are:
Bylaws and Articles of Incorporation
Fine Structure Resolution signed 6/3/2003
First Supplement to Notice of Dedicatory Instruments filed 3/5/2012
Written Consent of Directors in Lieu of Organizational Meeting

7. Mailing Address and Contact Information for the Association and the Managing Agent:
Spectrum Association Management
12750 Merit Drive, Suite 1424
Dallas, TX 75251
972-992-3444 Fax: 972-992-3440
contact@spectrumam.com

8. Other information the Association considered appropriate for the governing, administration or operation of the subdivision and homeowners association:

Prospective purchasers are advised to independently examine the Declaration, Bylaws, and all other governing documents of Association, together with obtaining an official Resale Certificate and performing a comprehensive physical inspection of the lot/home and common areas, prior to purchase.

THE PURPOSE OF THIS CERTIFICATE IS TO PROVIDE INFORMATION SUFFICIENT FOR A TITLE COMPANY TO CORRECTLY IDENTIFY THE SUBDIVISION AND TO CONTACT ITS GOVERNING ASSOCIATION. THIS CERTIFICATE DOES NOT PURPORT TO IDENTIFY EVERY PUBLICLY RECORDED DOCUMENT AFFECTING THE SUBDIVISION, OR TO REPORT EVERY PIECE OF INFORMATION PERTINENT TO THE SUBDIVISION. NO PERSON SHOULD RELY ON THIS CERTIFICATE FOR ANYTHING OTHER

THAN INSTRUCTIONS FOR CONTACTING THE ASSOCIATION IN CONNECTION WITH THE TRANSFER OF TITLE TO A HOME IN THE SUBDIVISION. THE REGISTERED AGENT FOR THE ASSOCIATION IS ON FILE WITH THE TEXAS SECRETARY OF STATE.

Signed this 2 **day of** December **, 2015**

Meadow Oak Homeowners Association, Inc.

By: Kathleen S. Able
Kathleen S. Able (of Spectrum Association Management) Managing Agent

State of Texas §

County of Denton §

This Instrument was acknowledged and signed before me on 2 December, 2015 by Kathleen S. Able, representative of Spectrum Association Management, LP, the Managing Agent for Association, Inc. on behalf of said Association.

Jennifer Nutt
Jennifer Nutt Notary Public, State of Texas

After Recording Return To:
Spectrum Association Management, LP
Attn: K Able
17319 San Pedro, #318
San Antonio, TX 78232

JENNIFER NUTT
Notary Public, State of Texas
My Commission Expires
October 02, 2017

BYLAWS

OF

MEADOW OAK HOMEOWNERS ASSOCIATION, INC.
(A Texas Non-Profit Corporation)

ARTICLE I
NAME

1.1 NAME. *The name of the organization shall be Meadow Oaks Homeowners* Association, Inc., hereinafter called the "Association."

ARTICLE I
NAME
ORGANIZATION AND PURPOSES

2.1 ORGANIZATION. The Association is organized and shall be operated exclusively as a homeowners association within the meaning of Section 528 of the Internal Revenue Code of 1986, as amended, or the corresponding provision or provisions of any subsequent United States Internal Revenue law or laws. The Association is formed in connection with the development of and sale of Residences constructed on the real property in Corinth, Texas described in Exhibit A hereto and such other real property that may hereafter become subject to the Declaration (as hereinafter defined) (the "Property").

2.2 PURPOSES. The primary purposes for which the Association is formed are (a) to construct and maintain in a good and neat condition, and replace as necessary, such common areas as Hillwood or the Association may install on the Property in connection with the future development of such property; (b) to the extent permitted by applicable law, to have the power to provide architectural control and compliance with the covenants, conditions and restrictions of the Declaration of Covenants, Conditions and Restrictions dated as of February 14, 1997, executed by *Hillwood/Corinth, Ltd., a Texas limited partnership* ("Hillwood") *as the "Declarant" thereunder,* recorded in the Real Property Records of Denton County, Texas, covering the portion of the Property (the "Declaration"); and (c) to perform such other acts as shall generally benefit the Property and the Association.

2.3 ASSOCIATION OBLIGATIONS. The Association and its Board of Directors shall never be under any obligation to provide architectural control or enforce the covenants, conditions or restrictions of the Declaration, and any failure to so provide or enforce shall never give rise to *any liability on the part of the Association or its Board of Directors.*

2.4 MEMBER/USER OBLIGATIONS. All present or future Members of the Association and all tenants of any such Members, shall be subject to the regulations set forth in these Bylaws, and the policies and regulations established by the Board of Directors.

ARTICLE III
DEFINITIONS AND TERMS

3.1 DEFINITIONS. Capitalized terms used in these Bylaws and not defined elsewhere herein shall have the meaning assigned to them below:

(a) "Articles" shall mean the Articles of Incorporation of the Association as the same may from time to time be duly amended.

(b) "Assessments" shall mean Regular Assessments and Special Assessment as defined below:

(i) "Regular Assessment" shall mean the amount assessed to and required to be paid by each Owner to the Association for that Owner's portion of the Common Expenses in accordance with these Bylaws.

(ii) "Special Assessment" shall have the meaning assigned to it in Section 5.4 below.

(c) "Association Budget" shall mean the Homeowners Association Cash Flow Projection to be prepared and approved by the Board of Directors.

(d) "Board of Directors or Board" shall mean the Board of Directors of the Association.

(e) "Common Areas" shall mean and refer to (i) the unpaved portions of any right-of-way or median along a street or road adjacent to all or a portion of the Property, (ii) the Landscaping Improvements and the Park Area (as such terms are defined in the Declaration) and (iii) any other real property and any other easements, licenses, leaseholds, rights, rights-of-way and other interests in real property, and the improvements thereon, within the Property which have not been separately platted as a Lot on which a Residence will be constructed or dedicated to the City or another governmental authority; provided, however, additional property may be annexed into the Common Areas by Hillwood as provided in Section 7.13 of the Declaration.

(f) "Common Expenses" shall mean any and all expenses incurred or to be incurred by the Association in connection with the ownership, construction, maintenance, preservation and operation of the Common Areas, including the Association's administrative costs incurred in connection therewith, and any other expenses incurred by the Association in the furtherance of its purposes or as prescribed by the Articles and these Bylaws or the Declaration.

(g) "Developer Directors" shall mean the three members of the Board of Directors whom Hillwood shall be entitled to appoint under Section 4.2 below.

(h) "Initiation Fee" shall mean the initiation fee, if any, payable by Members pursuant to Section 5.1 below.

(i) "Lot" shall mean each residential lot on the Property which is shown on a final plat duly approved by all applicable governmental authorities and filed for record with the Clerk of Collin County, Texas.

(j) "Member" shall mean each person and entity who is a member of the Association as provided for in Article IV hereof.

(k) "Owner" shall mean each record owner, whether one or more persons or entities of the fee simple title to a Lot who has acquired title to the Lot to use the Residence constructed thereon as a home and who is a Member pursuant to these Bylaws.

(l) "Residence" shall mean any detached single-family residence constructed upon a Lot.

ARTICLE IV
MEMBERSHIP AND VOTING

4.1 MEMBERSHIP. Membership in the Association shall vest as follows:

(a) Any person on becoming a record owner after the date of these Bylaws of all or any part of a Lot in the Property to use the Residence constructed thereon as a home shall automatically become a Member of the Association and be subject to these Bylaws.

(b) An Owner's membership in the Association shall terminate without any formal Association action whenever the Owner ceases to own all or any part of a Lot. Such termination shall not relieve or release the Owner from any liability or obligation incurred in connection with the Association or the Owner's Lot during the period of such ownership and membership in the Association, or impair any rights or remedies which the Board of Directors or others may have against such Owner in connection with such ownership and membership and the covenants and obligations incident thereto. No certificates of stock shall be issued by the Association, but the Board of Directors, if it so elects, may issue one membership card per Lot to the Owner(s) of a Lot. Such membership card shall be surrendered to the Secretary whenever ownership of the Lot designated thereon is terminated.

(c) Hillwood shall be a Member of the Association without regard to whether Hillwood owns one or more Lots until the earlier to occur of (i) December 31, 2006, or (ii) the date Hillwood and any assignee of Hillwood's membership interest under this subsection (c) no longer own any

portion of the Hillwood Property (the "Hillwood Termination Date"). On such earlier date, unless Hillwood owns one or more Lots, Hillwood shall cease to be a Member of the Association. Hillwood may assign its membership interest in the Association under this subsection (c) to any purchaser of any portion of the Hillwood Property by written instrument of assignment duly recorded in the Real Property Records of Denton County, Texas. Conveyance of a property interest by Hillwood alone shall not constitute an assignment of Hillwood's membership interest under this subsection (c).

4.2 VOTING. The Association shall have two classes of voting membership as follows:

NON-DEVELOPER MEMBERSHIP: Members other than Hillwood shall be entitled to one (1) 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 (1) vote be cast with respect to any such Lot.

DEVELOPER MEMBERSHIP: So long as Hillwood is a Member of the Association, it shall be entitled to designate three Developer Directors as part of the election of the Board of Directors pursuant to Section 7.4 below. Except for the designation of the Developer Directors and except for any matter that would result in amendment to these By-Laws, Hillwood shall not be entitled to vote in matters which are presented to the Members for a vote. The Developer Directors, however, shall have full authority to vote in all matters which are presented to the Board of Directors for a vote (regardless of whether such matters are separately voted on by the Members). On the Hillwood Termination Date, Hillwood's Developer Membership in the Association and right to designate any Developer Director shall cease and Hillwood shall, if otherwise eligible, be a Non-Developer Member. Following the occurrence of the Hillwood Termination Date, only Non-Developer Membership will exist in the Association. If Hillwood assigns its membership interest in the Association under Section 4.1 above to an assignee permitted thereunder, such assignee shall succeed to the membership rights of Hillwood hereunder.

4.3 INCREASE IN ASSESSMENTS OR INITIATION FEE. Subject to the provisions hereof, any action pertaining to increasing the maximum Regular Assessment or the Initiation Fee by more than ten percent (10%) or to Special Assessments for capital improvements shall require the assent of the majority of the vote of Members who are voting in person or by proxy at a meeting duly called for that purpose at which a quorum is present, written notice of which shall be given to all Members not less than twenty (20) days nor more than fifty (50) days in advance, either personally, by facsimile transmission or by mail (postage prepaid), and shall set forth the purpose of such meeting.

4.4 MAJORITY. As used in these Bylaws, a "majority" of the Members shall mean the vote of at least fifty-one percent (51%) of the votes entitled to be cast by the Members present in person or by proxy at a duly called meeting at which a quorum is present.

4.5 QUORUM.

(a) The quorum required for any action referred to in Section 4.3 or Section 9.1 hereof shall be as follows:

At the first meeting called, the presence at the meeting of Members, or of the proxies, entitled to cast fifty percent (50.0%) of all of the votes of the Members shall constitute a quorum. If the required quorum is not present at the first meeting, one additional meeting may be called, subject to the notice requirement hereinabove set forth, 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.

(b) The quorum required for any action other than that action referred to in subsection (a) of this Section shall be as follows:

At the first meeting called, the presence at the meeting of Members, or of proxies, entitled to cast forty percent (40.0%) of all of the votes of the Members shall constitute a quorum. If the required quorum is not present at the first meeting, one additional meeting may be called, subject to the notice requirement hereinabove set forth, 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.

4.6 PROXIES. Votes may be cast in person or by proxy. Proxies must be filed with the Secretary of the Association before the appointed time of each meeting.

4.7 ASSIGNMENT TO TENANT. Any Owner may assign any or all of his or her rights as a Member, except for voting rights in the Association and any rights held as a Director or officer of the Association, to a tenant who leases the Residence owned by the Owner by executing a written assignment in favor of the tenant and delivering a copy of the executed assignment to the Association. An Owner may not assign his or her voting rights in the Association; additionally, if the Owner is a Director and/or officer of the Association, he or she may not assign any rights or authority held as such Director and/or officer. So long as a tenant holds assigned rights, the tenant may exercise the assigned rights and the Owner may not. Any Owner assigning rights to a tenant hereunder shall be responsible for the consequences of the tenant's exercise of such rights as fully as if exercised by the Owner himself. Each Owner shall remain responsible for paying Assessments levied by the Association regardless of whether any of the Owner's rights have been assigned to a tenant.

ARTICLE V
FEES AND ASSESSMENTS

5.1 INITIATION FEE. The Board of Directors may at any time it deems necessary or appropriate, charge an Association Initiation Fee (the "Initiation Fee") of $100.00. At any time an Initiation Fee is required, each Owner, upon becoming a Member of the Association at any time after the Initiation Fee shall have been implemented by the Board of Directors, shall pay to the Association, at the address and in the manner designated by the Board of Directors, if so directed by the Board, the Initiation Fee as may then be effective by vote of the Board of Directors pursuant to Section 5.8 below. Each Initiation Fee shall be used by the Association for the construction of capital improvements or operating expenses of the Association.

5.2 PAYMENT OF ASSESSMENTS. Each Owner shall pay to the Association, at the address and in the manner designated by the Board of Directors, Regular Assessments and Special Assessments, such Assessments to be established and collected as hereinafter provided. Each such Assessment, together with any interest, costs and reasonable attorneys' fees provided for under these Bylaws, shall be the personal obligation of the person who is the Owner of a Lot at the time the Assessment falls due. The personal obligation for delinquent Assessments shall not pass to a successor in title to such Owner unless expressly assumed by such successor.

5.3 REGULAR ASSESSMENTS. Until adjusted pursuant to the terms of Section 5.8, the Regular Assessments payable by a Owner shall be $90.00 semi-annually per Lot, all Regular Assessments to be payable in advance on January 2 and July 1 of each year. If the date of commencement of Regular Assessments for an Owner pursuant to Section 5.5 below is other than one of the four dates set forth in the preceding sentence, the first Regular Assessment owing by such Owner shall be prorated and paid to the Association on such date of commencement. Each Owner shall have the right to prepay, on any regular due date for a Regular Assessment, the Regular Assessments which will come due from such Member during the remainder of the annual period then fixed by the Board of Directors for Regular Assessments under Section 5.8 below.

5.4 SPECIAL ASSESSMENTS. In addition to the Regular Assessments authorized above, the Association may levy at any time, in accordance with the Articles and these Bylaws, a Special Assessment (herein so called) for the purpose of defraying, in whole or in part, (a) as to Owners generally, the costs of any construction, reconstruction, repair or replacement of a capital improvement on the Common Areas, including fixtures and personal property related thereto, (b) as to Owners generally, any increased operating or maintenance expenses or costs to the Association, (c) as to a particular Lot Owner, the costs incurred by the Association due to the Lot Owner's failure to comply with these Bylaws or the Association's rules and regulations, (d) as to a particular Lot Owner, to the extent authorized by any of the Declarations, the costs incurred by the Association with respect to a particular Lot due to the Lot Owner's lack of maintenance of the Lot or other compliance with the applicable Declaration(s), and (e) as to a particular Lot Owner, Common Expenses incurred by the Association, in the judgment of the Board of Directors, as the result of the willful or negligent act of the Owner or the Owner's family, guests or invitees; provided, however,

the Association may not levy a Special Assessment under clause (a) or clause (b) of this sentence more than one (1) time per calendar year. Each Owner's share of any Special Assessment levied under clause (a) or (b) above shall equal the product of the total Special Assessment levied times a fraction, the numerator of which is the Owner's Regular Assessment then payable to the Association and the denominator of which is the aggregate of al Owners' Regular Assessments then payable.

5.5 COMMENCEMENT OF ASSESSMENTS. With respect to each Owner who owns a Lot on the date of these Bylaws, the Regular Assessments provided for herein shall commence effective as of February 14, 1997, which is the date of incorporation of the Association. With respect to each person who becomes an Owner after the date of these Bylaws, the Regular Assessments provided for herein shall commence on the date the person becomes an Owner.

5.6 EXEMPT PROPERTY. All Common Areas, all property dedicated to and accepted by the City of Corinth or another governmental authority and all property owned by Hillwood shall be exempt from the Assessments created herein.

5.7 REMEDIES OF ASSOCIATION. Any Assessment not paid within thirty (30) days after the due date shall be delinquent and shall bear interest from the due date at the rate of ten percent (10%) per annum. The delinquent Owner shall be liable to the Association for the delinquent Assessment and all interest accrued thereon and, in any suit or proceeding against the Owner or the Owner's Lot, the Owner shall be required to pay and shall be liable for all costs, expenses and reasonable attorneys' fees incurred by the Association to collect the delinquent Assessment and interest thereon. No Owner may waive or otherwise escape liability for the Assessments provided for herein by non-use of the Common Areas or abandonment of the assessed Lot by the Owner. Without limitation of any other remedies provided in this Section 5.7, the Association shall have available all remedies as provided in Section 3.7 of the Declaration.

5.8 DUTIES OF THE BOARD. Subject to the terms of these Bylaws, the Board of Directors shall fix the amount of the Initiation Fee and the Regular Assessments from time to time, but no more frequently than once per calendar year. The Board of Directors may amend the due dates for the Regular Assessments at any time the amount of the Regular Assessments is fixed. The Board of Directors may levy a Special Assessment authorized by these Bylaws at any time. The Board of Directors shall establish the due date for such Special Assessment at the time of levy. The Board of Directors shall prepare a roster of the Lots and Assessments applicable thereto which shall be kept in the office of the Association and shall be open to inspection by any Owner. Written notice of the Assessment shall thereupon be sent, either personally, by facsimile transmission or by mail (postage prepaid), to every Owner subject thereto. The Association shall, upon demand at any time, furnish to any Owner liable for an Assessment a certificate in writing signed by an officer of the Association setting forth whether such Assessment has been paid.

5.9 SUSPENSION OF RIGHTS. A Member shall be deemed to be in good standing and entitled to vote at any annual or special meeting of Members, within the meaning of these

Bylaws, only if he or she is not delinquent in the Assessment made or levied against him or her. Additionally, the Association shall have the right to suspend the voting rights of an Owner for a reasonable period in response to any infraction of the Association's rules and regulations or to take any other action set forth in the Declaration.

5.10 DEVELOPER CONTRIBUTIONS. Provided Hillwood has reviewed and approved in writing the Association Budget, Hillwood shall make contributions to the Association to assist in the construction of capital improvements and payment of operating expenses during 1997. By its acceptance of Developer Membership in the Association as set forth in Section 4.3 above, Hillwood confirms its agreement to make the contributions to the Association in the amounts and at the times set forth in the approved Association Budget. Neither the Members nor the Board of Directors nor any officer of the Association shall have any authority through any means (whether by resolution, regulation, amendment or repeal of these Bylaws, adoption of new bylaws or otherwise) to require Hillwood to make contributions or payments to the Association in any amount or at any time other than as set forth in the Association Budget.

ARTICLE VI
ADMINISTRATION

6.1 ASSOCIATION RESPONSIBILITIES. The Members will constitute the Association. The responsibilities and affairs of the Association will be administered through a Board of Directors.

6.2 PLACE OF MEETINGS. All annual and special meetings of the Association shall be held at the principal office of the Association or at such other suitable and convenient place as may be permitted by law and from time to time fixed by the Board of Directors and designated in the notices of such meetings.

6.3 ANNUAL MEETINGS. Annual meetings shall be held the first Wednesday of March of each year or on any other day not more than thirty (30) days thereafter which is stipulated by resolution of the Board of Directors.

6.4 SPECIAL MEETINGS. It shall be the duty of the President of the Association to call a special meeting of the Members as directed by resolution of the Board of Directors or upon a petition signed by Members having not less than one tenth (1/10) of the votes entitled to be cast at such meeting and presented to the Secretary. The notice of any special meeting shall state the time and place of such meeting and the purpose thereof.

6.5 NOTICE OF MEETINGS. The Secretary shall send notices of annual and special meetings to each Member of the Association, either personally, by facsimile transmission or by mail (postage prepaid), directed to the last known post office address or facsimile number of the Member, as shown on the records of the Association. Such notice shall be delivered not less than twenty (20) days nor more than fifty (50) days before the date of such meeting and shall state the

date, time and place of the meeting and the purpose or purposes thereof. If delivered personally, such notice may be left at the Member's residence in his or her absence. If requested, any mortgage of record or its designee may be entitled to receive similar notice.

6.6 ADJOURNED MEETING. If any meeting of Members cannot be organized because a quorum has not attended, the Members who are present, either in person or by proxy, may adjourn the meeting until a quorum is attained, as provided in Section 4.5 hereof.

6.7 DELIVERY OF NOTICES TO MEMBERS. Any notice required to be delivered to a Member under these Bylaws shall be deemed delivered at the time of personal delivery or, if delivered by facsimile transmission, at the time the communication is successfully transmitted or, if delivered by mail, at the time the notice is deposited in the United States mail addressed to the Member at his or her address as it appears on the records of the Association, with postage thereon paid.

6.8 ORDER OF BUSINESS. The order of business at all meetings of the Members shall be as follows:

a. Roll call.
b. Proof of notice of meeting or waiver of notice.
c. Reading of minutes of preceding meeting.
d. Reports of officers.
e. Reports of committees.
f. Election of Directors and officers, if applicable.
g. Unfinished business.
h. New business.

ARTICLE VII
BOARD OF DIRECTORS; ELECTION OF OFFICERS

7.1 NUMBER AND QUALIFICATION. The affairs of the Association shall be governed by a Board of Directors. Until the first annual meeting of the Members under these Bylaws, the Board of Directors shall be composed of the following three (3) persons:

NAME	ADDRESS
Fred Balda	Two Stonebriar Drive Frisco, Texas 75034
Angela Waddle	Two Stonebriar Drive Frisco, Texas 75034

Prior to the first annual meeting of the Members, the three-member Board of Directors shall have authority to perform the following acts, regardless of whether these Bylaws contemplate that such acts will normally be performed by the Board of Directors or an officer of the Association:

(a) File the Articles with the Secretary of State of Texas and adopt these Bylaws by the Association.

(b) Procure and maintain all necessary books and records of the Association.

(c) Pay all fees, expenses and costs incident to or necessary for the incorporation and organization of the Association.

(d) Approve and adopt the fiscal year of the Association.

(e) Establish and maintain such bank accounts with such banks and authorized signatories and in such cities and states as the three-member Board of Directors shall deem necessary or desirable.

(f) Approve and adopt the Association Budget as the budget for the Association's affairs for fiscal year 1997 and as a cash flow projection for the Association's affairs for fiscal years 1997 and 1998.

(g) Take such other action as the three-member Board of Directors shall consider necessary or desirable for the prudent and efficient organization of the Association.

(h) Provide for all owners of Lots required to be Members under Section 4.1 above to become Members.

(i) Collect and enforce the Initiation Fee and the initial Regular Assessment owing under these Bylaws by all owners of Lots becoming Members.

(j) Schedule and conduct the first annual meeting of the Members in accordance with these Bylaws.

(k) Accept for the Association, as a contribution to the Association by Hillwood without payment by the Association, the conveyance from Hillwood of fee simple title to the Common Areas, and procure for the Association an owner's policy of title insurance insuring such title, all on such terms and conditions as the three-member Board of Directors shall determine to be in the best interest of the Association.

(l) Take or cause to be taken all such further action and cause to be signed, executed, acknowledged, certified, delivered, accepted, recorded, and filed all such further instruments in the name and on behalf of the Association as in the judgment of the three-member Board of Directors shall be necessary, desirable or advisable in order to carry out the intent of and to accomplish the purpose of the foregoing authorized acts.

Such three-member Board of Directors shall not otherwise conduct business of the Association. From and after the date of the first annual meeting of the Members, the Board of Directors shall be composed of five (5) persons. Until the Hillwood Termination Date has occurred, three of the five directors shall be Developer Directors whom Hillwood alone shall be entitled to appoint under Section 4.3 above. The members of the Board of Directors, except for the Developer Directors, must be Members. Not more than one Owner of a Lot may serve on the Board of Directors at the same time. Elaine Turner-Esparza, Fred J. Balda, and Angela Waddle, appointed by Hillwood, shall be the three Developer Directors on the initial five-member Board of Directors.

7.2 POWERS AND DUTIES. The Board of Directors shall have the powers and duties necessary for the operation and maintenance of the Common Areas, for the maintenance of the Landscaping Improvements and the Park Area and the administration of the other responsibilities and affairs of the Association. Subject to the provisions of the preceding sentence, the Board of Directors may do all such acts and things that are not by these Bylaws or the Articles directed to be exercised and done by the Members. Decisions of the Board of Directors shall be made by the vote of a majority of the Directors present at a meeting at which a quorum is present pursuant to Section 7.12 below.

7.3 OTHER POWERS AND DUTIES. The Board of Directors shall have the following additional duties:

(a) To administer and enforce the covenants, conditions, restrictions, uses, limitations, obligations and all other provisions set forth in the Declaration, to the extent permitted by applicable law (including, without limitation, the enforcement actions described in Section 7.9 of the Declaration) and to the extent the Board of Directors elects to do so.

(b) To establish, make and enforce compliance with rules, conditions, restrictions, limitations and all other provisions necessary for the orderly operation, use and maintenance of the Common Areas. (A copy of such rules shall be delivered or mailed to each Member promptly upon the adoption thereof.)

(c) To keep in good order, condition and repair the Common Areas (and, if otherwise obligated to pursuant to an agreement described in Section 7.3(o) below, the Park Area) and all items of personal property used in the enjoyment of the Common Areas (and, if applicable, the Park Area), and to provide maintenance and replacement of improvements and landscaping on the Common Areas (and, if applicable, the Park Area) as needed.

(d) To insure and keep insured the Common Areas (and, if applicable, the Park Area) in an amount equal to the maximum replacement value of the improvements thereon, if any; to obtain and maintain commercial general liability insurance covering the Common Areas (and, if applicable, the Park Area) and the performance of Front Yard Maintenance in amounts not less than One Hundred Thousand Dollars ($100,000.00) per person, Three Hundred Thousand Dollars ($300,000.00) per accident and Fifty Thousand Dollars ($50,000.00) for property damages, with an annual aggregate of not less than One Million Dollars ($1,000,000.00); to insure and keep insured all the fixtures, equipment and personal property acquired by the Association for the benefit of the Association, the Members and their mortgagees; and to purchase and maintain insurance or a similar arrangement (including, but not limited to, a trust fund, self-insurance, a letter of credit, or a guaranty or surety arrangement) on behalf of any person who is serving the Association (or another entity at the request of the Association) against any liability asserted against such person and incurred by such person in such a capacity or arising out of status as such a person, whether or not the Association would have the power to indemnify such person against that liability under the Articles or by statute. Notwithstanding the other provisions of this subsection, the Association may not indemnify or maintain insurance or a similar arrangement on behalf of any person if such indemnification or maintenance of insurance or similar arrangement would subject the Association to income or excise tax under the Internal Revenue Code of 1986, as amended.

(e) To fix, determine, levy and collect the Assessments to be paid by each of the Owners; and by majority vote of the Board to adjust, decrease or increase the amount of the Regular Assessments, subject to the provisions of these Bylaws; to levy and collect Special Assessments in order to meet increased operating or maintenance expenses or costs, additional capital expenses and other expenses and costs for which a Special Assessment is authorized under these Bylaws. All Regular, Special or other assessments shall be in itemized statement form and shall set forth in detail the various expenses for which the Assessments are being made.

(f) To collect delinquent Assessments by suit or by any other process available under any of the Declarations or at law or in equity; and to enjoin or seek damages from an Owner, as provided by these Bylaws.

(g) To protect and defend the Common Areas (and, if applicable, the Park Area) from loss and damage by suit or otherwise.

(h) To enter into contracts within the scope of the duties and powers of the directors set forth herein.

(i) To establish a bank account for the common treasury for all separate funds which are required or may be deemed advisable by the Board of Directors.

(j) To use excess monies which may accrue in the account of the Association to pay costs and expenses of the Association incurred in accordance with these Bylaws.

(k) To keep and maintain full and accurate books and records showing all of the receipts, expenses or disbursements and to permit examination thereof at any reasonable time by each of the Members and any mortgagee of a Member's property within the Property. The Association shall cause to be prepared and delivered annually to each Member a statement showing all receipts, expenses or disbursements since the last such statement. Such financial statements shall be available to any mortgagee of a Member's property within the Property, on request, within ninety (90) days following the fiscal year end of the Association. Any Member may require that the Association cause to be prepared and delivered, at such Member's expense, an audited financial statement of the Association. In addition, each Member shall have the right to inspect the books and records of the Association during normal business hours.

(l) To meet at least once each calendar year.

(m) To designate and employ the personnel necessary for the maintenance and operation of the Common Areas and, if applicable, the Park Area.

(n) In general, to carry on the administration of the Association and to do all of those things, necessary and reasonable, in order to carry out the communal aspect of the use and enjoyment of the Common Areas and, if applicable, the Park Area.

(o) To enter into agreements with the City whereby the Association maintains the Park Area.

Notwithstanding any provision to the apparent contrary contained in these Bylaws, neither the Board of Directors nor any officer of the Association, without the affirmative vote of a majority of the Members present in person or by proxy at any regular or special meeting of the Members duly called, shall have authority to borrow funds in order to pay for any required expenditure or outlay or to mortgage, pledge or hypothecate any or all of the real or personal property of the Association as security for money borrowed or debts incurred in connection with the affairs of the Association.

7.4 ELECTION AND TERM OF OFFICE. At each annual meeting of the Members, the Members shall elect persons to serve as Directors and as President, Vice President and Secretary of the Association to hold office until the next succeeding annual meeting. At each election, the persons receiving the greatest number of votes shall be the Directors, subject to the rights of Hillwood to alone select the Developer Directors as provided in these Bylaws. Following the election of the Directors, the Directors shall select three Directors to simultaneously serve as the President, Vice President and Secretary, respectively, of the Association. Each Director elected shall hold office as a Director and, if applicable, as the President, Vice President or Secretary of the Association for the term for which he is elected and until his successor shall have been elected and qualified or until his earlier death, resignation, retirement, disqualification or removal. Hillwood shall designate the Developer Directors as provided in these Bylaws by written notice delivered to the Secretary of the Association, either personally, by facsimile transmission or by mail (postage prepaid) at or within 30 days prior to the annual meeting of the Members. Upon completion of

transmission or by mail (postage prepaid), at least ten (10) days prior to the day named for such meeting.

7.9 SPECIAL MEETINGS. Special meetings of the Board of Directors may be called by the President or Secretary, or upon the written request of at least three Directors. The President or Secretary will give ten (10) days to each Director either personally, by telephone, by facsimile transmission or by mail (postage prepaid), which notice shall state the time, place (as hereinabove provided) and purpose of the meeting.

7.10 TELEPHONIC MEETING. The Board of Directors may participate in and hold a meeting by means of conference telephone or similar communication equipment by which all persons participating in the meeting can hear each other. Participation in such a meeting shall constitute presence in person at the meeting, except where a person participates in the meeting for the express purpose of objecting to the transaction of any business on the ground that the meeting is not lawfully called or convened.

7.11 DELIVERY, WAIVER OF NOTICES. Any notice required to be delivered to a Director under these Bylaws shall be deemed delivered at the time of personal delivery or, if delivered by telephone or by facsimile transmission, at the time the communication is successfully transmitted or, if delivered by mail, at the time the notice is deposited in the United States mail addressed to the Director at his or her address as it appears on the records of the Association, with postage thereon paid. Before or at any meeting of the Board of Directors, any Director may in writing waive notice of such meeting and such waiver shall be deemed equivalent to the giving of such notice. Attendance by a Director at any meeting of the Board shall be a waiver of notice by him of the time and place thereof. If all the Directors are present at any meeting of the Board, no notice shall be required and any business may be transacted at such meeting.

7.12 BOARD OF DIRECTOR QUORUM. At all meetings of the Board of Directors, a majority of Directors shall constitute a quorum for the transaction of business, and the act of the majority of the Directors present at a meeting at which a quorum is present shall be the act of the Board of Directors. If, at any meeting of the Board of Directors, there is less than a quorum present, the majority of those present may adjourn the meeting from time to time.

ARTICLE VIII
POWERS AND DUTIES

8.1 DESIGNATION. The officers of the Association shall be a President, Vice President, Secretary and Treasurer, each of whom must be a Member. Not more than one Owner of a Lot may serve as an officer of the Association at any one time.

8.2 ELECTION OF OFFICERS. The President, Vice President and Secretary shall be Directors duly elected by the Members as provided in Section 7.4 above. The Treasurer shall be

elected annually by the Board of Directors at the organizational meeting of each new Board of Directors and shall hold office at the pleasure of the Board of Directors.

8.3 REMOVAL OF TREASURER. Upon an affirmative vote of a majority of the members of the Board of Directors, the Treasurer may be removed, either with or without cause, and his or her successor may be elected at any regular meeting of the Board of Directors or at any special meeting of the Board called for such purpose.

8.4 PRESIDENT. The President shall be the chief executive officer of the Association. The President shall preside at all meetings of both the Association and the Board of Directors, and shall have all the general powers and duties which are usually vested in the office of President of an association, including, but not limited to, the power to appoint committees from among the Members to assist in the administration of the affairs of the Association. The President, or his or her designated alternate, shall represent the Association at all meetings of the Association, as well as outside business meetings.

8.5 VICE PRESIDENT. The Vice President shall perform all of the duties of the President in his or her absence and such other duties as may be required of the Vice President from time to time by the President or the Board of Directors.

8.6 SECRETARY.

(a) The Secretary shall keep the minutes of all meetings of the Board of Directors and the minutes of all meetings of the Association. The Secretary shall have charge of such books and papers as the Board of Directors may direct and shall, in general, perform all the duties incident to the office of the Secretary.

(b) The Secretary shall compile and keep up to date at the principal office of the Association a complete list of Members and their last known addresses as shown on the records of the Association. Such list shall be open to inspection by Members and other persons lawfully entitled to inspect the same at reasonable times during regular business hours.

8.7 TREASURER. The Treasurer shall receive and deposit in appropriate bank accounts all money of the Association and shall disburse such money as directed by resolution of the Board of Directors. The Treasurer shall also have the authority to: keep proper books of account; cause an annual statement of the Association's books to be made at the completion of each fiscal year; prepare an annual budget and a statement of income expenditures to be presented to the Members at their regular annual meeting, and deliver a copy of each to the Members; and perform all other duties assigned to the Treasurer by the Board of Directors.

telex, cablegram or similar transmission by a Member, Director or committee member, or a photographic, photostatic, facsimile or similar reproduction of a writing signed by a Member, Director or committee member, shall be regarded as signed by the Member, director or committee member for purposes of this Section 10.2.

ARTICLE XI
MORTGAGES

11.1 NOTICE TO ASSOCIATION. An Owner required to be a Member under subsection 4.1(b) above who mortgages his or her Lot shall notify the Association through the President or Secretary of the Association, giving the name and address of the mortgagee. The Association shall maintain such information in a book entitled "Mortgagees of Lots".

11.2 NOTICE OF UNPAID ASSESSMENTS. The Association shall, at the request of a Mortgagee of a Lot, report any unpaid assessments due from the Owner of such Lot.

ARTICLE XII
NON-PROFIT ASSOCIATION

12.1 NON-PROFIT PURPOSE. The Association is not organized for profit. No Lot Owner, Member, Director, officer or person from whom the Association may receive any property or funds shall receive or shall be lawfully entitled to receive any pecuniary profit from the operation thereof, and in no event shall any part of the funds or assets of the Association be paid as a salary or as compensation to, or distributed to or inure to the benefit of any Director or officer; provided, however, (a) reasonable compensation may be paid to any Member while acting as an agent or employee of the Association for services rendered in effecting one or more of the purposes of the Association and (b) any Directors or officer may, from time to time, be reimbursed for his or her actual and reasonable expenses incurred in connection with the administration of the affairs of the Association, subject to prior approval by the Board of Directors.

12.2 FILING OF PAPERS. The Board of Directors shall cause to be filed with all applicable government agencies such certificates, reports and other paperwork as necessary to assure that the Association, to the maximum extent possible, retains its tax-exempt status as a Texas nonprofit corporation operating exclusively as a homeowners association within the meaning of Section 528 of the Internal Revenue Code of 1986, as amended, or the corresponding provision or provisions of any subsequent United States Internal Revenue law or laws.

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ARTICLE IX
AMENDMENTS TO BYLAWS

a majority

9.1 AMENDMENTS GENERALLY. Except as provided in Section 9.2 below, these Bylaws may be amended or repealed, or new bylaws may be adopted, at any annual or special meeting of the Members at which a quorum is present by the affirmative vote of two-thirds (2/3) of the total votes of the Members present at the meeting, provided notice of the proposed amendment, repeal or adoption be contained in the notice of such meeting; and provided further, that the foregoing notice requirement shall not prohibit the Members from adopting the proposed amendment, effecting the proposed repeal or adopting the proposed new bylaws, as the case may be, in a modified form which is not identical to that described or set forth in the notice of such meeting.

9.2 RESTRICTIONS ON AMENDMENTS. Prior to the Hillwood Termination Date, the Members may not amend or repeal these Bylaws, or adopt new bylaws, unless Hillwood consents in writing.

ARTICLE X
ACTIONS WITHOUT MEETINGS

10.1 CONSENT TO ACTION. Any action required or permitted to be taken at any meeting of Members, Directors or committee members may be taken without a meeting, without prior notice, and without a vote, if a consent or consents in writing, setting forth the action so taken, shall be signed by a sufficient number of Members, Directors or committee members, as the case may be, as would be necessary to take that action at a meeting at which all persons entitled to vote on the action were present and voted.

10.2 NOTICE OF ACTION. Prompt notice of the taking of any action by Members, Directors or committee members without a meeting by less than unanimous written consent shall be given to those Members, Directors or committee members who did not consent in writing to the action. Every written consent signed by less than all the Members, Directors or committee members entitled to vote with respect to the action that is the subject of the consent shall bear the date of signature of each person who signs the consent. No written consent signed by less than all the Members, Directors or committee members entitled to vote with respect to the action that is the subject of the consent shall be effective to take such action unless, within sixty (60) days after the date of the earliest dated consent delivered to the Association in the manner required by law, a consent or consents signed by not less than the minimum number of Members, Directors or committee members that would be necessary to take the action that is the subject of the consent are delivered to the Association by delivery to its registered office, registered agent, or principal place of business, or by delivery to an officer or agent of the Association having custody of the books in which proceedings of meetings of Members are recorded. Delivery shall be by hand or certified or registered mail, return receipt requested. Delivery to the Association's principal place of business shall be addressed to the President or principal executive officer of the Association. A telegram,

CERTIFICATE

The undersigned, being the three initial members of the Board of Directors under these Bylaws, hereby certify that the foregoing is a true, complete and correct copy of the Bylaws of MEADOW OAKS HOMEOWNERS ASSOCIATION, INC. a Texas non-profit corporation, as adopted by the Board of Directors by unanimous consent in lieu of organizational meeting dated effective as of February 14, 1997.

IN WITNESS WHEREOF, we hereunto set our hands effective for all purposes effective as of February 14, 1997.

Elaine Turner-Esparza

Elaine Turner-Esparza

Fred Balda

Fred Balda

Angela Waddle

Angela Waddle

FILED
In the Office of the
Secretary of State of Texas

FEB 14 1997

Corporations Section

ARTICLES OF INCORPORATION

OF

MEADOW OAKS HOMEOWNERS ASSOCIATION, INC.

The undersigned natural person of the age of eighteen (18) years or more, acting as a sole incorporator of a corporation (the "Corporation") under the Texas Non-Profit Corporation Act (the "Act"), does hereby adopt the following Articles of Incorporation for the Corporation:

ARTICLE I
NAME

The name of the Corporation is Meadow Oaks Homeowners Association, Inc.

ARTICLE II
NON-PROFIT CORPORATION

The Corporation is one which does not contemplate pecuniary gain or profit to the members thereof, and it is organized solely for non-profit purposes.

ARTICLE III
DURATION

The period of the duration of the Corporation is perpetual.

ARTICLE IV
PURPOSES AND POWERS

1. The Corporation is organized and shall be operated exclusively as a homeowners association within the meaning of Section 528 of the Internal Revenue Code of 1986, as amended, or the corresponding provision or provisions of any subsequent United States Internal Revenue law or laws (the "Code"). The specific and primary purposes for which it is formed are (a) to own and/or maintain in a good and neat condition, and replace as necessary, such common areas as Hillwood/Corinth, Ltd., a Texas limited partnership ("Hillwood") or the Association may install on the real property in Denton County, Texas described in Exhibit A of the Declaration (hereinafter defined) and such other real property that may hereafter become subject to the Declaration pursuant to the Declaration (the "Property") in connection with the development of the Property; and (b) to the extent permitted by applicable law, to have the power to provide architectural control and compliance with the covenants, conditions and restrictions of the Declaration of Covenants, Conditions and Restrictions dated as of February ___, 1997, executed by Hillwood as the

"Declarant" thereunder, and to be recorded in the Real Property Records of Denton County, Texas, covering the Property (the "Declaration"); and (c) to perform such other acts as shall generally benefit the Property.

2. Within the scope of the foregoing purposes, and not by way of limitation thereof, the general purposes and powers of the Corporation are:

(a) To promote the common good, health, safety and general welfare of the residents within the property covered by the Declarations;

(b) To exercise all of the powers and privileges and to perform the duties and obligations which may be vested in the Corporation by the Declarations;

(c) To enforce applicable provisions of the Bylaws of Meadow Oaks Homeowners Association, Inc. (the "Bylaws") and any rules and regulations of the Corporation;

(d) To fix, levy, collect and enforce payment by any lawful means, charges or assessments pursuant to the terms of the Bylaws; to contract for and pay all expenses in connection with the construction, maintenance, landscaping, utilities, materials, supplies and services relating to the unpaved portion of any right-of-way or median along a street or road adjacent to all or a portion of the Property (collectively, the "Common Areas"); to employ personnel reasonably necessary for administration and control of the Common Areas, including lawyers and accountants where appropriate; and to pay all office and other expenses incident to the conduct of the business of the Corporation, including all licenses, taxes and special assessments which are or would become a lien on any portion of the Common Areas;

(e) To have and to exercise any and all powers, rights and privileges, including delegation of powers as permitted by law, which the Corporation under the Act may now or hereafter have or exercise;

(f) To acquire (by purchase, grant or otherwise), annex and merge, 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; and

(g) Subject to the provisions of these Articles of Incorporation and the Bylaws, to borrow money and to mortgage, pledge or hypothecate any or all of its real or personal property as security for money borrowed or debts incurred in connection with the affairs of the Corporation.

The foregoing statement of purposes shall be construed as a statement both of purposes and of powers, and the purposes and powers in each clause shall not be limited or restricted by reference to or inference from the terms or provisions of any other clause, but shall be broadly construed as independent purposes and powers.

Notwithstanding any of the above statements of purposes and powers, neither the Board of Directors nor any officer of the Corporation shall have authority to borrow funds in order to pay for any required expenditure or outlay or to mortgage, pledge or hypothecate any or all of the real or personal property of the Corporation as security for money borrowed or debts incurred in connection with the affairs of the Corporation without the approval of the members of the Corporation in the manner provided under the Bylaws.

Further, notwithstanding any of the above statements of purposes and powers, the Corporation shall not, except to an insubstantial degree, engage in any activities or exercise any powers that are not in furtherance of the primary purposes of the Corporation or that are inconsistent with its qualification as a homeowners association under Section 528 of the Code.

ARTICLE V
REGISTERED OFFICE AND REGISTERED AGENT

The street address of the initial registered office of the Corporation is Two Stonebriar Drive, Frisco, Texas 75034, and the name of its initial registered agent at such address is Fred J. Balda.

ARTICLE VI
INITIAL BOARD OF DIRECTORS

The initial Board of Directors of the Corporation shall consist of three (3) members; thereafter, the number of directors of the Corporation shall be fixed in accordance with the Bylaws adopted by the Corporation. The names and addresses of the persons who shall serve as directors until the first annual meeting of members or until their successors shall have been elected and qualified are as follows:

NAME	ADDRESS
Fred J. Balda	Two Stonebriar Drive Frisco, Texas 75034
Angela Waddle	Two Stonebriar Drive Frisco, Texas 75034
Elaine Turner-Esparza	Two Stonebriar Drive Frisco, Texas 75034

ARTICLE VII
INCORPORATOR

The name and street address of the incorporator of the Corporation is:

NAME	ADDRESS
Albert R. Fox, Jr.	1717 Main Street, Suite 2800 Dallas, Texas 75201

ARTICLE VIII
MEMBERSHIP

The authorized number of and qualifications for membership in the Corporation along with the appurtenant voting rights and other privileges due members of the Corporation shall be as set out in the Bylaws.

ARTICLE IX
NO PRIVATE INUREMENT

No part of the net earnings of the Corporation shall inure to the benefit of any member, director or officer of the Corporation, or any private individual; provided, however, that reasonable compensation may be paid for service rendered to or for the Corporation and expenses may be reimbursed or paid in furtherance of one or more of its purposes.

ARTICLE X
AMENDMENT OF BYLAWS

The Board of Directors shall adopt the initial Bylaws of the Corporation. Thereafter, the power to modify, amend or repeal the Bylaws or to adopt new Bylaws shall be reserved exclusively to the members of the Corporation, within the meaning of Article 1396-2.09.B(1) of the Act.

ARTICLE XI
ACTION BY WRITTEN CONSENT

Any action required or permitted to be taken at any meeting of members, directors or committee members of the Corporation may be taken without a meeting, without prior notice, and without a vote, if a consent or consents in writing setting forth the action so taken shall be signed by a sufficient number of members, directors or committee members, as the case may be, as would be necessary to take that action at a meeting at which all persons entitled to vote on the action were present and voted. Prompt notice of the taking of any action by members, directors or a committee without a meeting by less than unanimous written consent shall be given to those members, directors or committee members who did not consent in writing to the action.

ARTICLE XII
DISSOLUTION

In the event the Corporation is dissolved, the members shall, after all liabilities and obligations of the Corporation are paid or provision is made therefor, adopt a plan for the distribution of the remaining assets of the Corporation in such manner as will carry out the purposes of the Corporation as a homeowners association within the meaning of Section 528 of the Code. The foregoing provision is intended to govern the distribution of the assets of the Corporation in the event of its dissolution in lieu of Article 1396-6.02.A(3) of the Act.

ARTICLE XIII
INDEMNIFICATION

The Corporation shall indemnify any person who was, is, or is threatened to be made a named defendant or respondent in a proceeding (as hereinafter defined) because the person (a) is or was a director or officer of the Corporation or (b) while a director or officer of the Corporation, is or was serving at the request of the Corporation as a trustee, officer, partner, venturer, proprietor, director, employee, agent or similar functionary of another foreign or domestic corporation, partnership, joint venture, sole proprietorship, trust, employee benefit plan or other enterprise, to the fullest extent that a corporation may grant indemnification to a director under the Act, as the same exists or may hereafter be amended. Such right shall be a contract right and shall include the right to be paid by the Corporation expenses incurred in defending any such proceeding in advance of its final disposition to the maximum extent permitted under the Act, as the same exists or may hereafter be amended. If a claim for indemnification or advancement of expenses hereunder is not paid in full by the Corporation within 90 days after a written claim has been received by the Corporation, the claimant may at any time thereafter bring suit against the Corporation to recover the unpaid amount of the claim, and if successful in whole or in part, the claimant shall be entitled to also be paid the expenses of prosecuting such claim. It shall be a defense to any such action that such indemnification or advancement of costs of defense is not permitted under the Act, but the burden of proving such defense shall be on the Corporation. Neither the failure of the Corporation (including its Board of Directors or any committee thereof, special legal counsel or members) to have made its determination prior to the commencement of such action that indemnification of, or advancement of costs of defense to, the claimant is permissible in the circumstances nor an actual determination by the Corporation (including its Board of Directors or any committee thereof, special legal counsel or members) that such indemnification or advancement is not permissible shall be a defense to the action or create a presumption that such indemnification or advancement is not permissible. In the event of the death of any person having a right of indemnification under the foregoing provisions, such right shall inure to the benefit of such person's heirs, executors, administrators and personal representatives. The rights conferred above shall not be exclusive of any other right which any person may have or hereafter acquire under any statute, bylaw, resolution of members or directors, agreement or otherwise. To the extent permitted by then applicable law, the grant of mandatory indemnification to any person pursuant to this Article shall extend to

proceedings involving the negligence of such person. The Corporation may additionally indemnify any person covered by the grant of mandatory indemnification contained in this Article to such further extent as is permitted by law and may indemnify any other person to the fullest extent permitted by law. The Corporation may purchase and maintain insurance or a similar arrangement (including, but not limited to, a trust fund, self-insurance, a letter of credit, or a guaranty or surety arrangement) on behalf of any person who is serving the Corporation (or another entity at the request of the Corporation) against any liability asserted against such person and incurred by such person in such a capacity or arising out of status as such a person, whether or not the Corporation would have the power to indemnify such person against that liability under this Article or by statute. Notwithstanding the other provisions of this Article, the Corporation may not indemnify or maintain insurance or a similar arrangement on behalf of any person if such indemnification or maintenance of insurance or similar arrangement would subject the Corporation to income or excise tax under the Code.

ARTICLE XIV
LIMITATION OF DIRECTOR AND OFFICER LIABILITY

A director or officer of the Corporation shall not be personally liable to the Corporation or its members for monetary damages for any act or omission in such director's or officer's capacity as a director or officer, except that this Article does not authorize the elimination or limitation of the liability of a director or officer to the extent the director or officer is found liable for: (a) a breach of the director's or officer's duty of loyalty to the Corporation; (b) an act or omission not in good faith that constitutes a breach of duty of the director or officer to the Corporation or an act or omission that involves intentional misconduct or a knowing violation of the law; (c) a transaction from which the director or officer received an improper benefit, whether or not the benefit resulted from an action taken within the scope of the director's or officer's office; or (d) an act or omission for which the liability of a director or officer is expressly provided by an applicable statute. The foregoing elimination of liability to the Corporation and its members shall not be deemed exclusive of any Corporation and its members shall not be deemed exclusive of any other rights, limitations of liability or indemnity to which a director or officer may be entitled under any other provision of the Articles of Incorporation or Bylaws of the Corporation, contract or agreement, vote of members or directors, principle of law or otherwise. Any repeal or amendment of this Article shall be prospective only, and shall not adversely affect any limitation on the personal liability of a director or officer of the Corporation existing at the time of such repeal or amendment. In addition to the circumstances in which a director or officer of the Corporation is not personally liable as set forth in the foregoing provisions of this Article, the liability of a director or officer shall be eliminated to the full extent permitted by any amendment to the Texas Miscellaneous Corporation Laws Act or the Act hereafter enacted that further eliminates or permits the elimination of the liability of a director or officer.

IN WITNESS WHEREOF, I have hereunto set my hand this 14th day of February, 1997.

Albert R. Fox, Jr.
Incorporator

Amendment 1
As it currently reads:
ARTICLE VI - ADMINISTRATION
SECTION 6.5:

Such notice shall be delivered not less than twenty (20) days nor more than fifty (50) days before the date of such meeting and shall state the date, time and place of the meeting and the purpose or purposes thereof.

To be changed as follows:
Such notice shall be delivered not less than ten (10) days nor more than sixty (60) days before the date of such meeting and shall state the date, time and place of the meeting and the purpose of purposes thereof.

Amendment 2
As it currently reads:
ARTICLE VII - BOARD OF DIRECTORS; ELECTION OF OFFICERS
SECTION 7.3(k):

The Association shall cause to be prepared and delivered annually to each Member a statement showing all receipts, expenses or disbursements since the last such statement.

To be changed as follows:
The Association shall cause to be prepared and delivered annually, or at any other interval as determined by the Board of Directors in its sole discretion, to each Member a statement showing all receipts, expenses or disbursements since the last such statement. Furthermore, financial statements may include information pertaining to cash-on-hand balances, reasons for cash deficits, outstanding receivables and budget-to-actual comparisons.

Amendment 3
As it currently reads:
ARTICLE VII - BOARD OF DIRECTORS; ELECTION OF OFFICERS
SECTION 7.4:

At each annual meeting of the Members, the Members shall elect persons to serve as Directors and as President, Vice President and Secretary of the Association to hold office until the next succeeding annual meeting.

To be changed as follows:
At the first annual meeting upon or after the adoption of this Amendment, the Members shall elect five (5) Directors as follows: two (2) Directors shall be elected to serve a term of one (1) year, and three (3) Directors shall be elected to serve a two (2) year term. Thereafter, Directors shall be elected to serve a term of two (2) years.

Amendment 5
As it currently reads:
ARTICLE VIII - POWERS AND DUTIES
SECTION 8.7:

The Treasurer shall also have the authority to: keep proper books of account; cause an annual statement of the Association's books to be made at the completion of each fiscal year; prepare an annual budget and a statement of income expenditures to be presented to the Members at their regular annual meeting, and deliver a copy of each to Members; and perform all other duties assigned to the Treasurer by the Board of Directors.

To be changed as follows:
The Treasurer shall also have the authority to: keep proper books of account; cause an annual statement of the Association's books to be made at the completion of each fiscal year; prepare an annual budget and a statement of income expenditures to be presented to the Members at their regular annual meeting, and deliver a copy of each to Members . The Treasurer may, but is not obligated to, cause a quarterly or monthly statement of the Association's books to be completed and published in newsletters or on websites approved by the Board of Directors; and perform all other duties assigned to the Treasurer by the Board of Directors.

Amendment 6
As it currently reads:
ARTICLE IX - AMENDMENTS TO BYLAWS
SECTION 9.1:

Except as provided in Section 9.2 below, these Bylaws may be amended or repealed, or new bylaws may be adopted, at any annual or special meeting of the Members at which a quorum is present by the affirmative vote of two-thirds (2/3) of the total votes of the Members present at the meeting, provided notice of the proposed amendment, repeal or adoption be contained in the notice of such meeting.

To be changed as follows:
Except as provided in Section 9.2 below, these Bylaws may be amended or repealed, or new bylaws may be adopted, at any annual or special meeting of the Members at which a quorum is present by the affirmative vote of a majority of the Members voting at the meeting, in person or by proxy, provided notice of the proposed amendment, repeal or adoption is contained in the notice of such meeting.

Denton County
Cynthia Mitchell
County Clerk
Denton, Tx 76202

70 2012 00022266

Instrument Number: 2012-22266

As

Recorded On: March 05, 2012 **Misc General Fee Doc**

Parties: THE MEADOW OAKS HOA **Billable Pages: 30**

To **Number of Pages: 30**

Comment:

(Parties listed above are for Clerks reference only)

**** Examined and Charged as Follows: ****

Misc General Fee Doc	132.00
Total Recording:	**132.00**

*************** DO NOT REMOVE. THIS PAGE IS PART OF THE INSTRUMENT **************

Any provision herein which restricts the Sale, Rental or use of the described REAL PROPERTY because of color or race is invalid and unenforceable under federal law.

File Information:

Document Number: 2012-22266
Receipt Number: 879440
Recorded Date/Time: March 05, 2012 11:31:18A
User / Station: S Parr - Cash Station 3

Record and Return To:

THE PELLAR LAW FIRM
2591 DALLAS PKWY
STE 30
FRISCO TX 75034

THE STATE OF TEXAS }
COUNTY OF DENTON }

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

County Clerk
Denton County, Texas

FIRST SUPPLEMENT TO NOTICE OF FILING OF DEDICATORY INSTURMENTS FOR MEADOW OAKS

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

This **FIRST SUPPLEMENT TO NOTICE OF FILING OF DEDICATORY INSTURMENTS FOR MEADOW OAKS** (hereinafter "Notice") is made this 5th day of May, 2012, by the Meadow Oaks Homeowners' Association, Inc. (hereinafter "Association").

WITNESSETH

WHEREAS, Hillwood/Corinth, Ltd., a Texas limited partnership, (the "Declarant"), prepared and recorded an instrument entitled "Declaration of Covenants, Conditions and Restrictions for Meadow Oaks" filed of record at Volume 97-R0027573, Page 001 *et seq.* of the Real Property Records of Denton County, Texas, as amended and supplemented; and

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

WHEREAS, on August 17, 2004, the Association filed a Notice of Filing of Dedicatory Instruments for Meadow Oaks as Instrument No. 2004-109085 of the Real Property Records of Denton County, Texas (the "Notice"); and

WHEREAS, the Association desires to supplement the Notice to include the dedicatory instruments attached hereto as Exhibit "A", and incorporated herein by reference.

NOW, THEREFORE, the dedicatory instruments attached hereto as **Exhibit "A"** are true and correct copies of the original and is 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 files this Notice to be executed by its duly authorized agent as of the date first above written.

THE MEADOW OAKS HOMEOWNERS ASSOCATION, INC.
a Texas non-profit corporation

By: Kendra Simpson
Name: Kendra Simpson
Title: President

ACKNOWLEDGEMENT

STATE OF TEXAS §
§
COUNTY OF DENTON §

THIS INSTURMENT WAS ACKNOWLEDGED BEFORE ME ON THIS 21 DAY OF December, 2012.

VIC VANNATTA
MY COMMISSION EXPIRES
May 18, 2013

V. Vannatta
Notary Public in and for the State of Texas

My commission expires: _____

AFTER RECORDING, RETURN TO:
Daniel E. Pellar
The Pellar Law Firm, PLLC
2591 Dallas Parkway, Suite 300
Frisco, Texas 75034

DEDICATORY INSTRUMENTS

Exhibit A.

A-1 Board Resolution For Adopting The Policies And Procedures For Collection of Assessments And Other Charges of the Association.

A-2 Payment Plan Policy

A-3 Meadow Oaks Homeowners Association, Inc. Resolution Adopting a Records Retention and Production Policy

A-4 Guidelines For Display of Certain Religious Items

A-5 Guidelines For Solar Energy Devices

A-6 Guidelines For Rainwater Recovery Systems

A-7 Guidelines For Display of Flags

A-8 Voting, Tabulation of Ballots, And Access To Ballots Policy

Meadow Oaks Homeowners Association, Inc.

BOARD RESOLUTION FOR ADOPTING THE POLICIES AND PROCEDURES FOR THE COLLECTION OF ASSESSMENTS AND OTHER CHARGES OF THE ASSOCIATION

WHEREAS, the Declaration of Covenants, Conditions and Restrictions governing the Meadow Oaks Homeowners Association, Inc. (the "Association") grants the authority to the Board of Directors to collect assessments for common expenses from the members of the Association; and

WHEREAS, the Board of Directors deems it to be in the best interests of the Association to adopt a uniform and systematic procedure for dealing with delinquent accounts in a timely manner;

THEREFORE, BE IT RESOLVED that the Board of Directors grants RealManage (the "Management Company") as agent for the Association the authority to engage the Association's attorney, lien service, or collection agency in accordance with the Policies and Procedures for the Collection of Assessments and Other Charges of the Association for all accounts with an amount past due greater than or equal to $500.00 **without further approval**; and

BE IT FURTHER RESOLVED that the Board of Directors of the Meadow Oaks Homeowners Association, Inc. met on the 30 day of Dec., 2011 and adopted the attached Policies and Procedures for the Collection of Assessments and Other Charges of the Association dated 1-1-12.

ATTEST:

Signature: Kendra Simpson
Printed Name: KENDRA SIMPSON
Title: President
(President or Secretary)

Meadow Oaks Homeowners Association, Inc.
PAYMENT PLAN POLICY

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

WHEREAS the Meadow Oaks Homeowners Association, Inc. ("Association") is charged with administering and enforcing those certain covenants, conditions and restrictions contained in the recorded Declarations for the various sections of the community (referred to collectively as "Declarations"); and

WHEREAS chapter 209 of the Texas Property Code was amended effective January 1, 2012, to add Section 209.0062 ("Section 209.0062") thereto regarding alternative payment schedules for assessments ("Payment Plans"); and

WHEREAS, the Board of Directors ("Board") of the Association desires to establish a policy for Payment Plans consistent with Section 209.0062 and to provide clear and definitive guidance to property owners.

NOW, THEREFORE, the Board has duly adopted the following *Payment Plan Policy*.

1. Owners are entitled to make partial payments for amounts owed to the Association under a Payment Plan in compliance with this Policy.
2. Late fees, penalties and delinquent collection related fees will be not be added to the owner's account while the Payment Plan is active. The Association may impose a fee for administering a Payment Plan. Such fee, if any, will be listed on the Payment Plan form and may change from time-to-time. Interest will continue to accrue during a Payment Plan as allowed under the Declarations. The Association can provide an estimate of the amount of interest that will accrue under any proposed plan.
3. All Payment Plans must be in writing on the form provided by the Association.
4. The Payment Plan becomes effective and is designated as "active" upon:
   a. receipt of a fully completed and signed Payment Plan form; and
   b. receipt of the first payment under the plan; and
   c. acceptance by the Association as compliant with this Policy.
5. A Payment Plan may be as short as three (3) months and as long as eighteen (18) months based on the guidelines below. The durations listed below are provided as guidelines to assist owners in submitting a Payment Plan.
   a. Total balance up to 2 times annual assessment … up to 3 months
   b. Total balance up to 3 times annual assessment … up to 6 months
   c. Total balance greater than 3 times annual assessment … up to 18 months
6. On a case-by-case basis, upon request of the owner and concurrence of the Board, the Owner and the Board can agree to more than one payment plan to assist the owner in paying the amount that is owed.

7. A Payment Plan must include sequential monthly payments. The total of all proposed payments must equal the current balance plus Payment Plan administrative fees, if any, plus the estimated accrued interest.

8. If an owner requests a Payment Plan that will extend into the next assessment cycle, the owner will be required to pay future assessments by the due date in addition to the payments specified in the Payment Plan.

9. If an owner fails to make payments as specified in the Payment Plan, the payment plan will be voided. The Association will provide written notice to the owner that the Payment Plan has been voided. A Payment Plan will be voided if the owner:

   a. fails to return a signed Payment Plan form with the initial payment; or

   b. misses a payment due in a calendar month; or

   c. does not make up a payment if notified by the Association of a missed payment as a courtesy; or

   d. makes a payment for less than the agreed upon amount and does not make up the deficit on the next payment; or

   e. fails to pay a future assessment by the due date in a Payment Plan which spans additional assessment cycles.

10. On a case-by-case basis, the Association may agree, but has no obligation, to reinstate a voided Payment Plan if all missed payments are made up at the time the owner submits a written request for reinstatement.

11. If a Payment Plan is voided, the Association will resume the process for collecting amounts owed using all remedies available under the Declarations and the law.

12. The Association has no obligation to accept a Payment Plan from any owner who has defaulted on the terms of a Payment Plan within the last two (2) years.

This Policy is effective upon recordation in the Public Records of Denton County, and supersedes any policy regarding alternative payment schedules which may have previously been in effect. Except as affected by Section 209.0062 and/or by this Policy, all other provisions contained in the Declarations or any other dedicatory instruments of the Association shall remain in full force and effect.

Approved and adopted by the Board on this 21 day of December 2011.

Kendra Simpson
Kendra Simpson
President
Meadow Oaks Homeowners Association, Inc.

STATE OF TEXAS §
§
COUNTY OF DENTON §

Before me, the undersigned authority, on this day personally appeared Kendra Simpson, president of Meadow Oaks Homeowners Association, Inc., a Texas corporation, known to me to be the person and officer whose name is subscribed to the foregoing instrument and acknowledged to me that he/she had executed the same as the act of said corporation for the purpose and consideration therein expressed, and in the capacity therein stated.

Given under my hand and seal of office this 21 day of December, 2011.

VIC VANNATTA
MY COMMISSION EXPIRES
May 15, 2013

[Notarial Seal]

V. Vannatta
Notary Public, State of Texas

Vic Vannatta
Printed Name

My commission expires: _____

Meadow Oaks Homeowners Association, Inc.
RESOLUTION ADOPTING A RECORDS RETENTION AND PRODUCTION POLICY

WHEREAS, Texas Property Code § 209.005, § 209.005(i) and § 209.005(m) becomes effective January 1, 2012, requiring associations to develop record retention and record production policies and to file the same in the real property records of each county wherein the association is located, and

WHEREAS, the Association, desires to set forth its guidelines for record retention and record production to comply with the law.

BE IT RESOLVED, that the Association hereby adopts the following "***Document Retention Policy***" (the "Policy") effective January 1, 2012:

I. Records of the Association shall be maintained in paper or electronic format as follows:

Record	Retention Period
Certificate of Formation/Articles of Incorporation, Bylaws, Declarations and all amendments to those documents	Permanent
Association tax returns and tax audits	Seven (7) years
Financial books and records	Seven (7) years
Minutes of member meetings and Board meetings	Seven (7) years
Account records of current owners	Five (5) years
Contracts with a term of one year or more	Four (4) years after contract expires

Records not listed above are not subject to retention. Upon expiration of the retention date, the applicable record will be considered not maintained as a part of the Association books and records.

BE IT FURTHER RESOLVED, that the Association hereby adopts the following "***Records Production and Copying Policy***" (the "Policy") effective January 1, 2012:

II. Copies of Association records will be available to all Owners upon proper request and at their own expense. A proper request:

a. is sent certified mail to the Association's address as reflected in its most recent management certificate;
b. is from an Owner, or the Owner's agent, attorney or certified public accountant; and
c. contains sufficient detail to identify the records being requested.

III. Owners may request to inspect the books and records or may request copies of specific records.

a. If the owner makes a request to inspect the books and records, then the Association will respond within **10 business days** of the request, providing the dates and times the records will be made available and the location of the records. The Association and the owner shall arrange for a mutually agreeable time to conduct the inspection. The Association shall provide the owner with copies of specific documents upon the owner paying the Association the cost thereof.
b. If an owner makes a request for copies of specific records, and the Association can provide the records easily or with no cost, then the Association will provide the records to the owner within 10 business day s of the owner's request.
c. If the owner makes a request for copies of specific records, the Association shall send a response letter advising on the date that the records will be made available (within **15 business days**) and the cost the owner must pay before the records will be provided. Upon paying the cost to provide the records, the Association shall provide the records to the owner.

IV. The Association hereby adopts the following schedule of costs:

(a) The charges in this section to recover costs associated with providing copies of public information are based on estimated average costs to governmental bodies across the state.

(b) Copy charge.

(1) 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.

(2) Nonstandard copy. The charges in this subsection are to cover the materials onto which information is copied and do not reflect any additional charges, including labor, that may be associated with a particular request. The charges for nonstandard copies are:

(A) Diskette--$1.00;

(B) Magnetic tape--actual cost

(C) Data cartridge--actual cost;

(D) Tape cartridge--actual cost;

(E) Rewritable CD (CD-RW)--$1.00;

(F) Non-rewritable CD (CD-R)--$1.00;

(G) Digital video disc (DVD)--$3.00;

(H) JAZ drive--actual cost;

(I) Other electronic media--actual cost;

(J) VHS video cassette--$2.50;

(K) Audio cassette--$1.00;

(L) Oversize paper copy (e.g.: 11 inches by 17 inches, greenbar, bluebar, not including maps and photographs using specialty paper--See also §70.9 of this title)--$.50;

(M) Specialty paper (e.g.: Mylar, blueprint, blueline, map, photographic--actual cost.)

(c) 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.

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

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

(3) 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.

(d) Labor charge for locating, compiling, manipulating data, and reproducing public information.

(1) 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.

(2) 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:

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

(B) A remote storage facility.

(3) 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:

(A) 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

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

(4) 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).

(5) 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).

(6) 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.

(e) Overhead charge.

(1) 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.

(2) 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).

(3) 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 x .20 = $3.00; or Programming labor charge, $28.50 x .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 x .20 = $8.70.

(f) Microfiche and microfilm charge.

(1) 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.

(2) 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.

(g) Remote document retrieval charge.

(1) 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.

(2) 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.

(h) Computer resource charge.

(1) 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.

(2) 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.

(3) 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.

(4) 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 x 20 = $3.33.

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

(i) 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.

(j) 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.

(k) 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).

(l) 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.

(m) These charges are subject to periodic reevaluation and update.

V. **The Association hereby adopts the following form of response to Owners who request to inspect the Association's Books and Records:**

Meadow Oaks Homeowners Association, Inc.
RESPONSE TO REQUEST TO INSPECT ASSOCIATION RECORDS

_____ *(date)*

Dear Homeowner:

On _____, the Association received your request to inspect the books and records of the Association. The books and records of the Association are available for you to inspect on regular business days, between the ours of 9 a.m. and 5 p.m., at the office of _____, located at _____, {insert City branch is located}, Texas _____.

Please contact the Association's manager at _____ (phone number) to arrange for a mutually agreeable time for you to come and inspect the books and records. Please be advised that if you desire copies of specific records during or after the inspection, you must first pay the associated costs before the copies will be provided to you. A schedule of costs is included with this response.

Very truly yours,

Meadow Oaks Homeowners Association, Inc.

VI. **The Association hereby adopts the following form of response to Owners who request copies of specific records:**

Meadow Oaks Homeowners Association, Inc.
RESPONSE TO REQUEST FOR ASSOCIATION RECORDS

_____ *(date)*

Dear Homeowner:

On _____, the Association received your request for copies of specific Association records. We are unable to provide you with the requested records within 10 business days of your request. However, the requested records will be available to you no later than 15 business days after the date of this response.

In order to obtain the records, you must first pay the Association the cost of providing the records to you. The estimated cost to obtain the records you requested is $_____. Upon receiving payment, the Association will mail the requested documents to you. You may also make payment and pick up the documents in person at the office of _____, located at _____, Houston, Texas _____.

Very truly yours,

Meadow Oaks Homeowners Association, Inc.

VII. If the estimated cost provided to the Owner is more or less than the actual cost of producing the documents, the Association shall, within 30 days after providing the records, submit to the owner either an invoice for additional amounts owed or a refund of the overages paid by the Owner.

VIII. Unless authorized in writing or by court order, the Association will not provide copies of any records that contain the personal information of an owner, including restriction violations, delinquent assessments, financial information and contact information (other than an owner's address); additionally, no privileged attorney-client communications or attorney work product documents will be provided; and no employee information (including personnel file) will be released.

IX. With regards to the inspection of ballots, only persons who tabulate ballots under 209.00594 (TPC) may be given access to the ballots cast in an election or vote.

This resolution was passed by a unanimous vote of the Board of Directors of the Association on the date set forth below to be effective January 1, 2012.

Executed this the 30 day of December 2011

VIC VANNATTA
MY COMMISSION EXPIRES
May 15, 2013

By: Kendra Simpson
(Signature)
Name: Kendra Simpson
(Print)
Title: President

STATE OF TEXAS)
)
COUNTY OF_____)

SUBSCRIBED AND SWORN TO BEFORE ME, the undersigned authority, by the above-mentioned Affiant on this the 30 day of December, 2011, to certify which witness my hand and seal of office.

V. VA

Notary Public, State of Texas

VIC VANNATTA

Printed Name
My commission expires: _____

Meadow Oaks Homeowners Association, Inc.
GUIDELINES FOR DISPLAY OF CERTAIN RELIGIOUS ITEMS

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

WHEREAS the Meadow Oaks Homeowners Association, Inc. ("Association") is charged with administering and enforcing those certain covenants, conditions and restrictions contained in the recorded Declarations for the various sections of the community (referred to collectively as "Declarations"); and

WHEREAS chapter 202 of the Texas Property Code was amended effective June 17, 2011, to add Section 202.018 ("Section 202.018") thereto dealing with the regulation of display of certain religious items; and

WHEREAS, the Board of Directors ("Board") of the Association has determined that in connection with maintaining the aesthetics and architectural harmony of the community, and to provide clear and definitive guidance regarding the display of certain religious items therein, it is appropriate for the Association to adopt guidelines regarding the display of certain religious items within the community.

NOW, THEREFORE, the Board has duly adopted the following *Guidelines for Display of Certain Religious Items* within the community.

1. A property owner or resident may display or attach one or more religious items to the entry to their dwelling. Such items include any thing related to any faith that is motivated by the resident's sincere religious belief or tradition.
2. Individually or in combination with each other, the items at any entry may not exceed 25 square inches total in size.
3. The items may only be displayed on or attached to the entry door or frame and may not extend beyond the outside edge of the door frame.
4. To the extent allowed by the Texas state constitution and the United States constitution, any such displayed or affixed religious items may not:
   a. threaten public health or safety; or
   b. violate any law; or
   c. contain language, graphics or any display that is patently offensive to a passerby.
5. Approval from the Architectural Control Committee ("ACC") is not required for displaying religious items in compliance with these guidelines.
6. As provided by Section 202.018, the Association may remove any items displayed in violation of these guidelines.

The guidelines are effective upon recordation in the Public Records of Denton County, and supersede any guidelines for certain religious items which may have previously been in effect. Except as affected by Section 202.018 and/or by these guidelines, all other provisions contained in the Declarations or any other dedicatory instruments of the Association shall remain in full force and effect.

Approved and adopted by the Board on this 30 day of December 2011.

Kendra Simpson
President
Meadow Oaks Homeowners Association, Inc.

STATE OF TEXAS §
§
COUNTY OF DENTON §

Before me, the undersigned authority, on this day personally appeared Kendra Simpson, President of Meadow Oaks Homeowners Association, Inc., a Texas corporation, known to me to be the person and officer whose name is subscribed to the foregoing instrument and acknowledged to me that he/she had executed the same as the act of said corporation for the purpose and consideration therein expressed, and in the capacity therein stated.

Given under my hand and seal of office this 30 day of December 2011.

VIC VANNATTA
MY COMMISSION EXPIRES
May 15, 2013

Notary Public, State of Texas

[Notarial Seal]

Vic Vannatta
Printed Name

My commission expires: _____

Meadow Oaks Homeowners Association, Inc.
GUIDELINES FOR SOLAR ENERGY DEVICES

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

WHEREAS the Meadow Oaks Homeowners Association, Inc. ("Association") is charged with administering and enforcing those certain covenants, conditions and restrictions contained in the recorded Declarations for the various sections of the community (referred to collectively as "Declarations"); and

WHEREAS chapter 202 of the Texas Property Code was amended effective June 17, 2011, to add Section 202.010 ("Section 202.010") thereto dealing with the regulation of solar energy devices; and

WHEREAS, the Board of Directors ("Board") of the Association has determined that in connection with maintaining the aesthetics and architectural harmony of the community, and to provide clear and definitive guidance regarding solar energy devices therein, it is appropriate for the Association to adopt guidelines regarding solar energy devices within the community.

NOW, THEREFORE, the Board has duly adopted the following *Guidelines for Solar Energy Devices* within the community.

1. These guidelines apply to solar energy devices ("Devices") as defined in Section 171.107(a) of the Texas Tax Code. A solar energy device means a system or series of mechanisms designed primarily to provide heating or cooling or to produce electrical or mechanical power by collecting and transferring solar-generated energy. The term includes a mechanical or chemical device that has the ability to store solar-generated energy for use in heating or cooling or in the production of power.

2. Such Devices may be installed with advance approval of the Architectural Control Committee ("ACC") subject to these guidelines.

3. Any such Device must be installed on land or structures owned by the property owner. No portion of the Device may encroach on adjacent properties or common areas.

4. Such Devices may only be installed in the following locations:
   a. on the roof of the main residential dwelling; or
   b. on the roof of any other approved structure; or
   c. within a fenced yard or patio.

5. For Devices mounted on a roof, the Device must:
   a. have no portion of the Device higher than the roof section to which it is attached; and
   b. have no portion of the Device extend beyond the perimeter boundary of the roof section to which it is attached; and
   c. conform to the slope of the roof; and

d. be aligned so that the top edge of the Device is parallel to the roof ridge line for the roof section to which it is attached; and

e. have a frame, brackets, and visible piping or wiring that is a color that matches the roof shingles or a silver, bronze or black tone commonly available in the marketplace; and

f. be located in a position on the roof which is least visible from any street or common area which does not reduce estimated annual energy production more than ten percent (10%), as determined by a publically available modeling tool provided by the National Renewable Energy Laboratory (www.nrel.gov) or equivalent entity over alternative roof locations.

6. For Devices located in a fenced yard or patio, no portion of the Device may extend above the fence. If the fence is not a solid fence which blocks view of the Device, the ACC may require the Device be placed in a location behind a structure or otherwise require visual screening. The ACC may consider installation of Devices on properties without a fenced yard if there is adequate screening from public view from any street or common area.

7. All Devices must be installed in compliance with manufacturer's instruction and in a manner which does not void material warranties. Licensed craftsmen must be used where required by law. Permits must be obtained where required by law.

8. Installed Devices may not:

   a. threaten public health or safety; or

   b. violate any law; or

   c. substantially interfere with the use and enjoyment of land by causing unreasonable discomfort or annoyance to any adjoining property owner of ordinary sensibilities.

9. All Devices must be maintained in good repair. Unused or inoperable Devices must be removed if they can be seen from any street or common area.

The guidelines are effective upon recordation in the Public Records of Denton County, and supersede any guidelines for solar energy devices which may have previously been in effect. Except as affected by Section 202.010 and/or by these guidelines, all other provisions contained in the Declarations or any other dedicatory instruments of the Association shall remain in full force and effect.

Approved and adopted by the Board on this 30 day of December 2011.

Kendra Simpson
President
Meadow Oaks Homeowners Association, Inc.

STATE OF TEXAS §
§
COUNTY OF DENTON §

Before me, the undersigned authority, on this day personally appeared Kendra Simpson, President of Meadow Oaks Homeowners Association, Inc., a Texas corporation, known to me to be the person and officer whose name is subscribed to the foregoing instrument and acknowledged to me that he/she had executed the same as the act of said corporation for the purpose and consideration therein expressed, and in the capacity therein stated.

Given under my hand and seal of office this 30 day of December, 2011.

VIC VANNATTA
MY COMMISSION EXPIRES
May 15, 2013

[Notarial Seal]

Notary Public, State of Texas

Vic Vannatta
Printed Name

My commission expires: _____

Meadow Oaks Homeowners Association, Inc.
GUIDELINES FOR RAINWATER RECOVERY SYSTEMS

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

WHEREAS the Meadow Oaks Homeowners Association, Inc. ("Association") is charged with administering and enforcing those certain covenants, conditions and restrictions contained in the recorded Declarations for the various sections of the community (referred to collectively as "Declarations"); and

WHEREAS chapter 202 of the Texas Property Code was amended effective September 1, 2011, to amend Section 202.007(d) ("Section 202.007") thereto dealing with rain barrels and rainwater harvesting systems (referred to collectively as "Rainwater Recovery Systems"); and

WHEREAS, the Board of Directors ("Board") of the Association has determined that in connection with maintaining the aesthetics and architectural harmony of the community, and to provide clear and definitive guidance regarding the installation and maintenance of Rainwater Recovery Systems therein, it is appropriate for the Association to adopt guidelines regarding Rainwater Recovery Systems.

NOW, THEREFORE, the Board has duly adopted the following *Guidelines for Rainwater Recovery Systems* within the community.

1. Rainwater Recovery Systems may be installed with advance approval of the Architectural Control Committee ("ACC") subject to these guidelines.

2. All such Systems must be installed on land owned by the property owner. No portion of the System may encroach on adjacent properties or common areas.

3. Other than gutters and downspouts conventionally attached to a dwelling or appurtenant structure, all components of the Systems, such as tanks, barrels, filters, pumps, motors, pressure tanks, pipes and hoses, must be substantially screened from public view from any street or common area. Screening may be accomplished by:

   a. placement behind a solid fence, a structure or vegetation; or

   b. by burying the tanks or barrels; or

   c. by placing equipment in an outbuilding otherwise approved by the ACC.

4. A rain barrel may be placed in a location visible from public view from any street or common area only if the configuration of the guttering system on the structure precludes screening as described above with the following restrictions:

   a. the barrel must not exceed 55 gallons; and

   b. the barrel must be installed in close proximity to the structure on a level base with the guttering downspout leading directly to the barrel inlet at a substantially vertical angle; and

   c. the barrel must be fully painted in a single color to blend with the adjacent home or vegetation; and

   d. any hose attached to the barrel discharge must be neatly coiled and stored behind or beside the rain barrel in the least visible position when not in use.

2) Overflow lines from the Systems must not be directed onto or adversely affect adjacent properties or common areas.

3) Inlets, ports, vents and other openings must be sealed or protected with mesh to prevent children, animals and debris from entering the barrels, tanks or other storage devices. Open top storage containers are not allowed, however, where space allows and where appropriate, ponds may be used for water storage.

4) Harvested water must be used and not allowed to become stagnant or a threat to health.

5) All Systems must be maintained in good repair. Unused Systems should be drained and disconnected from the gutters. Any unused Systems in public view must be removed if they can be seen from any street or common area.

The guidelines are effective upon recordation in the Public Records of Denton County, and supersede any guidelines for rainwater recovery systems which may have previously been in effect. Except as affected by Section 202.007 and/or by these guidelines, all other provisions contained in the Declarations or any other dedicatory instruments of the Association shall remain in full force and effect.

Approved and adopted by the Board on this 30 day of December 2011.

Kendra Simpson

Kendra Simpson
President
Meadow Oaks Homeowners Association, Inc.

STATE OF TEXAS §
§
COUNTY OF DENTON §

Before me, the undersigned authority, on this day personally appeared Kendra Simpson, President of Meadow Oaks Homeowners Association, Inc., a Texas corporation, known to me to be the person and officer whose name is subscribed to the foregoing instrument and acknowledged to me that he/she had executed the same as the act of said corporation for the purpose and consideration therein expressed, and in the capacity therein stated.

Given under my hand and seal of office this 30 day of December, 2011.

VIC VANNATTA
MY COMMISSION EXPIRES
May 15, 2013

[Notarial Seal]

Notary Public, State of Texas

Vic Vannatta

Printed Name

My commission expires: _____

Meadow Oaks Homeowners Association, Inc.
GUIDELINES FOR DISPLAY OF FLAGS

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

WHEREAS the Meadow Oaks Homeowners Association, Inc. ("Association") is charged with administering and enforcing those certain covenants, conditions and restrictions contained in the recorded Declarations for the various sections of the community (referred to collectively as "Declarations"); and

WHEREAS chapter 202 of the Texas Property Code was amended effective June 17, 2011, to add Section 202.011 ("Section 202.011") thereto regarding the display of flags; and

WHEREAS, the Board of Directors ("Board") of the Association has determined that in connection with maintaining the aesthetics and architectural harmony of the community, and to provide clear and definitive guidance regarding the display of flags therein, it is appropriate for the Association to adopt guidelines regarding the display of flags.

NOW, THEREFORE, the Board has duly adopted the following *Guidelines for Display of Flags* within the community.

1. These Guidelines apply to the display of ("Permitted Flags"):
   1.1. the flag of the United States; and
   1.2. the flag of the State of Texas; and
   1.3. the official flag of any branch of the United States armed forces.
2. These Guidelines do not apply to any flags other than the Permitted Flags listed in section 1 above including, but not limited to:
   2.1. flags for schools, sports teams, businesses or foreign countries; or
   2.2. flags with marketing, seasonal, historical, commemorative, nautical, political or religious themes; or
   2.3. historical versions of the flags permitted in section 1 above.
3. Permitted Flags may be displayed subject to these guidelines. Advance approval of the Architectural Control Committee ("ACC") is required for any free-standing flagpole associated with the display of Permitted Flags.
4. Permitted Flags must be displayed in a respectful manner in accordance with the current relevant federal, state or military code.
5. Permitted Flags must be displayed from a pole attached to a structure or to a free-standing pole. Permitted Flags may not be draped over or directly attached to structures. For example, a Permitted Flag may not be laid across a fence or stapled to a garage door.
6. Permitted Flags may be up to three foot (3') by five foot (5') in size.

7. Only one Permitted Flag may be displayed on a flagpole attached to a structure. Up to two Permitted Flags may be displayed on an approved free-standing flagpole that is at least fourteen feet (14') tall and up to twenty feet (20') tall.

8. Flagpoles must be constructed of permanent, long-lasting materials with an appropriate finish that is harmonious with the dwelling.

9. A flagpole attached to a structure may be up to six feet (6') long and must be securely attached with a bracket with an angle of 30 to 45 degrees down from vertical. The flagpole must be attached in such a manner as to not damage the structure. One attached flagpole is allowed on any portion of a structure facing a street and one attached flagpole is allowed on the rear or backyard portion of a structure. Brackets which accommodate multiple flagpoles are not allowed.

10. Free-standing flagpoles may be up to twenty feet (20') tall, including any ornamental caps. Free-standing flagpoles must be permanently installed in the ground according to manufacturer's instructions. One free-standing flagpole is allowed in the portion of the property between the main residential structure and any street and one free-standing flagpole is allowed in the rear or backyard portion of a property.

11. Free-standing flagpoles may <u>not</u> be installed in any location described below:

    11.1. in any location other than the Owner's property; or

    11.2. within a ground utility easement or encroaching into an aerial easement; or

    11.3. beyond the side or rear setback lines (for example, on a lot with a 10' side setback line, a flagpole may not be installed closer than 10' from the side property line); or

    11.4. beyond half the distance of the front setback line (for example, on a lot with a 30' front setback line, a flagpole may not be installed closer than 15' from the front property line); or

    11.5. closer to a dwelling on an adjacent lot than the height of the flagpole (for example, a 20' flagpole cannot be installed closer than 20' from an adjacent house).

12. Lighting may be installed to illuminate Permitted Flags if they are going to be displayed at night and if existing ambient lighting does not provide proper illumination. Flag lighting must:

    12.1. be ground mounted in the vicinity of the flag; and

    12.2. utilize a fixture that screens the bulb and directs light in the intended direction with minimal spillover; and

    12.3. points towards the flag and faces the main structure on the property or to the center of the property if there is no structure; and

    12.4. provides illumination not to exceed the equivalent of a 60 watt incandescent bulb.

13. Flagpoles must not generate unreasonable noise levels which would disturb the quiet enjoyment of other residents. Each flagpole owner should take steps to reduce noise levels by using vinyl or plastic snap hooks, installing snap hook covers or securing a loose halyard (rope) around the flagpole with a flagpole clasp.

14. Flagpoles are allowed solely for the purpose of displaying Permitted Flags. If a flagpole is no longer used on a daily basis, it must be removed.

15. All flags and flagpoles must be maintained in good condition. Deteriorated flags must be removed and promptly replaced. Deteriorated or structurally unsafe flagpoles must be promptly repaired, replaced or removed.

The guidelines are effective upon recordation in the Public Records of Meadow Oaks Homeowners Association, Inc. County, and supersede any guidelines for display of flags which may have previously been in effect. Except as affected by Section 202.007(d) and/or by these guidelines, all other provisions contained in the Declarations or any other dedicatory instruments of the Association shall remain in full force and effect.

Approved and adopted by the Board on this 30 day of December 2011.

Kendra Simpson

Kendra Simpson
President
Meadow Oaks Homeowners Association, Inc.

STATE OF TEXAS §
§
COUNTY OF DENTON §

Before me, the undersigned authority, on this day personally appeared Kendra Simpson, President of Meadow Oaks Homeowners Association, Inc., a Texas corporation, known to me to be the person and officer whose name is subscribed to the foregoing instrument and acknowledged to me that he/she had executed the same as the act of said corporation for the purpose and consideration therein expressed, and in the capacity therein stated.

Given under my hand and seal of office this 30 day of December, 2011.

VIC VANNATTA
MY COMMISSION EXPIRES
May 15, 2013

[Notarial Seal]

V. Vannatta
Notary Public, State of Texas

Vic Vannatta
Printed Name

My commission expires: _____

Meadow Oaks Homeowners Association, Inc.
VOTING, TABULATION OF BALLOTS, AND ACCESS TO BALLOTS POLICY

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

WHEREAS the Meadow Oaks Homeowners Association, Inc. ("Association") is charged with administering and enforcing those certain covenants, conditions and restrictions contained in the recorded Declarations for the various sections of the community (referred to collectively as "Declarations"); and

WHEREAS chapter 209 of the Texas Property Code was amended, to add Sections 209.056, 209.057, 209.058, 209.059, 209.00592, 209.00593, and 209.00594 thereto regarding Voting, Tabulation of Ballots, and Access to Ballots Policy; and

WHEREAS, the Board of Directors ("Board") of the Association desires to establish a policy for voting, tabulation of ballots and access to ballots consistent with the Sections identified above and to provide clear and definitive guidance to property Owners.

NOW, THEREFORE, the Board has duly adopted the following *Voting, Tabulation of Ballots, and Access to Ballots Policy.*.

I. NOTICE OF ELECTION OR ASSOCIATION VOTE

A. Not later than the 10th day or earlier than the 60th day before the date of an election or vote, the Association shall give written notice of the election or vote to:

(1) Each Owner of property for an Association wide election or vote.

II. RECOUNT OF VOTES

A. Within 15 days of the day of the meeting when the election was held, an Owner may require a recount if the request is submitted in writing either:

(1) By certified mail or by USPS with signature confirmation to the address in the management certificate; or
(2) In person to the managing agent as reflected in the management certificate or to the address where the proxies are mailed.

B. At the Owner's expense, the Association shall retain the services of a person qualified to tabulate votes. The Association shall enter into a contract for the services of a person who:

(1) Is not a member of the Association or related to a Board member within the third degree of consanguinity or affinity; and
(2) Is a current or former; County Judge, County Elections Administrator, Justice of the Peace, or County Voter Registrar; or
(3) A person agreed on by the Association and persons requesting the recount.

C. The recount must be performed on or before the 30th day after the date of receipt of the request and payment for the recount.

D. If the recount changes the result of the election then the Association has to reimburse the Owner for the costs of the recount.

E. The Association shall provide the results of the recount to each Owner that requested the recount.

F. Any action taken by the Board in the period between the initial election vote tally and the completion of the recount is not affected by any recount.

III. BALLOTS

A. Any vote cast in an election or vote by a member must be in writing and signed by the member.

(1) Electronic votes constitute written and signed ballots.
(2) In an Association wide election, written and signed ballots are not required for an uncontested race.

IV. RIGHT TO VOTE

A. A provision in a dedicatory instrument that disqualifies an Owner from voting in the election of Board members or any matter concerning the rights or responsibilities of the Owner is void.

V. VOTING: QUORUM

A. The voting rights of an Owner can be cast in the following manner:

(1) In person or by proxy at a meeting of the Association; or
(2) By absentee ballot; or
(3) By electronic ballot: or
(4) By any method of representative or delegated voting provided by a dedicatory instrument.

B. Absentee or electron ballot:

(1) May be counted as an Owner present and voting for the purpose of establishing a quorum only for items appearing on the ballot;
(2) May not be counted if the Owner attends the meeting to vote in person;
(3) May not be counted on the final vote of a proposal if the motion was amended at the meeting to be different from the exact language on the absentee or election ballot.

C. Solicitation for votes by absentee ballot must include:

(1) An absentee ballot that contains each proposed action with the opportunity to vote for or against each proposal;
(2) The following language: "By casting your vote via absentee ballot you will forgo the opportunity to consider and vote on any action from the floor on these proposals, if a meeting is held. This means that if there are amendments to these proposals, your votes will not be counted on the final vote on these measures. If you desire to retain this ability, please attend any meeting in person. You may submit an absentee ballot and later choose to attend any meeting in person, in which case any in-person vote will prevail."

D. Electronic ballot means a ballot given by:

(1) Email, facsimile, or posting on an internet website, for which the identity of the Owner submitting the ballot can be confirmed; and
(2) The Owner can receive a receipt of the electronic transmission and receipt of the ballot.

E. If the electronic ballot is posted on an internet website, a notice of the posting shall be sent to each Owner that contains instructions on obtaining access to the posting on the website.

VI. TABULATION OF AND ACCESS TO BALLOTS

A. A person who is a candidate in an Association election, or who is otherwise the subject of an Association vote, or a person related to that person within the third degree of consanguinity or affinity, may not tabulate or otherwise be given access to the ballots cast in that election or vote. This person or a person besides the one who tabulated the votes may be given access to the ballots cast in the election or vote as part of a recount process that is authorized by law.

B. A person, other than a person described above may tabulate votes in an Association election or vote, but may not disclose to any other person how an individual voted.

This Policy is effective upon recordation in the Public Records of Harris County, and supersedes any policy regarding voting, tabulation of ballots, and access to ballots which may have previously been in effect. Except as affected by Sections 209.056, 209.057, 209.058, 209.059, 209.00592, 209.00593, 209.00594, and/or by this Policy, all other provisions contained in the Declarations or any other dedicatory instruments of the Association shall remain in full force and effect.

Approved and adopted by the Board on this 30 day of December, 2011.

Kendra Simpson
President
Meadow Oaks Homeowners Association, Inc.

STATE OF TEXAS §
§
COUNTY OF DENTON §

Before me, the undersigned authority, on this day personally appeared Kendra Simpson, President of Meadow Oaks Homeowners Association, Inc., a Texas corporation, known to me to be the person and officer whose name is subscribed to the foregoing instrument and acknowledged to me that she had executed the same as the act of said corporation for the purpose and consideration therein expressed, and in the capacity therein stated.

Given under my hand and seal of office this 30 day of December, 2011.

VIC VANNATTA
MY COMMISSION EXPIRES
May 15, 2013

[Notarial Seal]

Notary Public, State of Texas

Vic Vannatta
Printed Name

My commission expires: _____

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FINE STRUCTURE RESOLUTION

WHEREAS, The Board of Directors of the Meadow OaksHomeowners Association finds that there is a need to establish a policy to aid the enforcement of rule violations and unauthorized alterations or additions to the exterior of any lot within the ASSOCIATION.

WHEREAS, Article VII, Section 7.9 paragraph a of the BYLAWS grants the Board, in its sole discretion, the power to take action to enforce the terms and provisions of the Declaration, the Articles of Incorporation and these Bylaws, and any rules made and the establishment of a system of fines and/or penalties enforceable as special individual assessments as provided in the Declaration and to enjoin and seek damages (fines) from any Owner for violation of such provisions or rules as the board sees fit.

NOW THEREFORE, BE IT RESOLVED THAT the below Fine Structure be established, having the following terms of reference.

Violation Notification Structure

_____ FINE VIOLATIONS NOT TO EXCEED $250.00 FOR ANY ONE FINE.

IT IS FURTHER RESOLVED that this FINE STRUCTURE is effective upon adoption hereof, to remain in force and effect until revoked, modified or amended.

This is to certify that the foregoing resolution was adopted by the Board of Directors at a meeting of same on 6/3/03 and has not been modified, rescinded or revoked.

6/3/03
Date

President

Notary

MARY HARVEY
NOTARY PUBLIC
STATE OF TEXAS
Comm. Exp. 09-20-2003

MEADOW OAKS HOMEOWNERS ASSOCIATION, INC.
WRITTEN CONSENT OF DIRECTORS
IN LIEU OF ORGANIZATIONAL MEETING

We, the undersigned, being the initial directors of Meadow Oaks Homeowners Association, Inc., a Texas non-profit corporation (the "Corporation") named in the Articles of Incorporation of the Corporation, pursuant to the authority granted in section 9.10 of the Texas Non-Profit Corporation Act, hereby execute this Unanimous Consent for the purpose of adopting the following resolutions of the Board of Directors of the Corporation, to the same extent and to have the same force and effect as a unanimous vote of all of the Directors of the Corporation at a formal organizational meeting of the Board of Directors duly called and held for the purpose of acting upon proposals to adopt such resolutions:

RESOLVED, that the Articles of Incorporation of the Corporation, as filed with Secretary of State of the State of Texas, be and they hereby are, confirmed, approved and adopted as the Articles of Incorporation of the Corporation; and that the Secretary of the Corporation be, and hereby is, directed to cause a copy of the Articles of Incorporation to be inserted in the minute book of the Corporation.

RESOLVED, that the Bylaws submitted to each Director of the Corporation be, and the same hereby are, adopted for and as the Bylaws of the Corporation, to govern the conduct of the Corporation's affairs; and that the Secretary of the Corporation be, and hereby is, instructed and directed to insert a copy of said Bylaws in the minute book of the Corporation.

RESOLVED, that the following named persons be, and they hereby are, elected to the offices of the Corporation set opposite their respective names, to serve until the next annual election of officers of the Corporation, or until the election and qualification of their respective successors, such persons and their respective offices being as follows:

Name	Office
Elaine Turner-Esparza	President
Fred Balda	Vice President
Angela Waddle	Secretary/Treasurer

RESOLVED, that the President and/or Vice President of the Corporation be, and be hereby is, authorized and empowered to execute and file on behalf of the Corporation the following documents: Internal Revenue Service Form 1023, Application for Recognition of Exemption; and any other documents relating thereto or deemed necessary or appropriate in connection with such documents.

RESOLVED, that the fiscal year of the Corporation shall begin on the first day of January and end on the last day of December in each year other than the first year of the corporation and the year of its termination; and that the proper officers of the Corporation are authorized, empowered and directed, on behalf of the Corporation to keep the books of account and financial records of the Corporation in accordance with such fiscal year.

RESOLVED, that the President and/or Vice President of the Corporation be, and hereby is, authorized and empowered to open such bank accounts as the President determines to be necessary.

RESOLVED FURTHER, that the officers of the Corporation be, and they hereby are, authorized, empowered and directed, for and on behalf and in the name of the Corporation, to do and perform such acts and deeds and to execute and deliver such instruments and documents as may be necessary to carry out and comply with the terms and provisions of these resolutions.

EXECUTED in multiple counterparts, each of which shall be deemed an original, as of the last date written below.

February 14, 1997

Elaine Turner-Esparza

Elaine Turner-Esparza

February 14, 1997

Fred Balda

Fred Balda

February 14, 1997

Angela Waddle

Angela Waddle