

EXHIBIT A
to
**Declaration of Covenants, Conditions, and Restrictions for
Whitestone Crest**

**BYLAWS
OF
WHITESTONE CREST HOMEOWNERS ASSOCIATION, INC.
(a Texas nonprofit corporation)**

ARTICLE 1
GENERAL

Section 1.01. **PURPOSE OF BYLAWS.** These Bylaws (“**Bylaws**”) provide for the governance of WHITESTONE CREST HOMEOWNERS ASSOCIATION, INC., a Texas nonprofit corporation, Secretary of State Filing Number 802692252 (the “**Association**”), a Property Owners Association, as that term is defined in Section 209.002(7) of the Texas Residential Property Owners Protection Act, whose Members consist of the Owners of Lots in Whitestone Crest, located in Tarrant County, Texas (“**Subdivision**”), covered by the Declaration of Covenants, Conditions, and Restrictions for Whitestone Crest (to which these Bylaws are attached) that is filed of record in the Official Public Records of Tarrant County, Texas (the “**Declaration**”), pertaining to the following property:

Lots 1 -- 6, Block 1;
Lots 19 -- 31, Block 4;
Lots 1 -- 15, Block 5;
Lots 1 -- 34, Block 6; and
Lots 1 -- 14, Block 7

WHITESTONE CREST PHASE ONE, an addition to the City of Benbrook, Tarrant County, Texas, according to the Final Plat thereof filed by the City of Benbrook with the Tarrant County Clerk on March 7, 2017, and recorded as Instrument Number D217051083 of the Plat Records of Tarrant County, Texas, plus any additional properties in subsequent development phases of the WHITESTONE CREST subdivision that are annexed into or otherwise added to the area over which the Association is granted powers.

For convenience, several of the provisions of the Declaration will be repeated or summarized within these Bylaws. The remaining terms and provisions of these Bylaws are intended to complement and supplement the Declaration. In the event of any conflict or ambiguity between the Declaration and these Bylaws and unless otherwise required by law, the terms and conditions of the Declaration will control and govern with respect to the property described therein.

Section 1.02. **DEFINITIONS.** Words and phrases defined in the Declaration will have the same meanings when used in these Bylaws, unless defined otherwise herein. Unless defined otherwise in the Declaration or in these Bylaws, words and phrases defined in Section 209.002 of the Texas Residential Property Owners Protection Act will have the same meaning when used in these Bylaws. The following words and phrases will have specified meanings when used in these Bylaws:

- a. **“Board of Directors”** or **“Board”** means the Board of Directors of Whitestone Crest Homeowners Association, Inc., the group of persons vested with the management of the affairs of the Association.
- b. **“Board Meeting”** means a deliberation among a quorum of the voting Board, or between a quorum of the voting Board and another person, during which Association business is considered and the Board takes formal action; and does not include the gathering of a quorum of the Board at a social function unrelated to the business of the Association or the attendance of the Board at a regional, state, or national convention, ceremonial event, or press conference if formal action is not taken and any discussion of Association business is incidental to the social function, convention, ceremonial event, or conference.
- c. **“Declarant Control Period”** means the Development period (as defined in 209.002(4-a) of the Texas Residential Property Owners Protection Act) for the Subdivision, and as more particularly defined by Section 1.12 of the Declaration.
- d. **“Director”** means a member of the Board of Directors of the Association.
- e. **“Fiscal Year”** means each twelve (12) month period commencing on the first day of January and ending on the last day of the following December, unless the Board otherwise selects an alternative twelve month period.
- f. **“Majority”** means more than 50 percent.
- g. **“Member”** means a Member of the Association, including Declarant and each Lot Owner in the Subdivision, unless the context indicates that a Member means a member of the Board of Directors or a member of a committee of the Association.
- h. **“Officer”** means an Officer of the Association. **“President,” “Vice President,” “Secretary,”** and **“Treasurer”** mean, respectively, the President, Vice President, Secretary, and Treasurer of the Association.
- i. **“Ordinary care”** means the care that an ordinarily prudent person in a similar position would exercise under similar circumstances.
- j. **“Owner”** means the Declarant or other holder of record, whether one or more persons or entities, of fee simple title to any Lot that is a part of the Subdivision, but excluding those having such interest merely as security for the performance of an obligation (*i.e.* holders of mortgages and home equity loans).

Other definitions contained in the Declaration are incorporated herein by reference, as if fully set forth.

Section 1.03. NONPROFIT PURPOSE. The Association is not organized for profit and is governed by Chapter 22 of the Texas Business Organizations Code.

Section 1.04. COMPENSATION. A Director, Officer, or Member will not be entitled to receive any pecuniary profit for the operation of the Association, and no dividend or assets of the Association will be distributed to, or inure to the benefit of a Director, Officer, or Member; provided, however:

- a. that reasonable compensation may be paid to a Director, Officer, or Member, for services rendered to the Association;

- b. that a Director, Officer, or Member may, from time to time, be reimbursed for his or her actual and reasonable expenses incurred on behalf of the Association in connection with the administration of the affairs of the Association, provided such expense has been approved by the Board.

Section 1.05. GENERAL POWERS AND DUTIES OF THE ASSOCIATION. The Association, acting through the Directors, will have the powers and duties necessary for the administration of the affairs of the Association and for the operation and maintenance of the Subdivision as may be required or permitted by the Governing Documents and state law. The Association may do any and all things that are lawful and which are necessary, proper, or desirable in operating for the best interests of its Members, subject only to the limitations upon the exercise of such powers as are expressly set forth in the Governing Documents.

ARTICLE 2 **MEMBERSHIP**

Section 2.01. MEMBERSHIP. Every person or entity who is a record Owner of any Lot that is subject to Assessments provided in the Declaration and the Declarant are Members of the Association. All present or future Members are subject to the Certificate of Formation, the Declaration, these Bylaws, and other Governing Documents. Membership in the Association will signify that each Owner appoints the Board of Directors of the Association to manage or regulate the Subdivision in accordance with the provisions set forth in the Governing Documents, and that such provisions are accepted, ratified, and will be strictly followed. Further, Membership in the Association will signify that the Owner has designated the Association as its representative to initiate, defend, or intervene in litigation or an administrative proceeding affecting the enforcement of the Declaration or the protection, preservation, or operation of the Subdivision.

Section 2.02. CLASSES OF MEMBERSHIP. The Association initially has two classes of Membership:

- a. Class A Members are the Owners with the exception of the Class B Member; and
- b. Class B Member is the Declarant, its successors and assigns. The Class B Membership will cease and be converted to Class A Membership 15 days after the first of the following events occurs: (i) the expiration of twenty (20) years after the date of the recording of the Declaration, (ii) the date upon which all of the Lots intended by Declarant to be a part of the Subdivision have been conveyed by Declarant to Owners other than Declarant; or (iii) the surrender by Declarant of the authority to appoint and remove Directors and Officers by an express amendment to the Declaration executed and recorded by Declarant.

ARTICLE 3 **GOVERNING BODY**

Section 3.01. BOARD OF DIRECTORS. The Board of Directors governs the affairs of the Association. During the Declarant Control Period, the Board will consist of three (3) Directors as named in the Certificate of Formation, or their successors, who need not be Members. Beginning with the first meeting of the Members of the Association after the expiration of the Declarant Control Period and continuing thereafter, the Board will be expanded to consist of five (5) Directors, all of whom will be elected by the Class A Members as provided herein. Directors will be elected or appointed at the annual meetings of the Members. The number of Directors may be changed by amendment of these Bylaws, but will not be less than three (3); however, a decrease in the number of Directors may not shorten the term of an incumbent Director. Notwithstanding anything contained in these Bylaws, during the Declarant Control Period, the Class B

Member is entitled to appoint and remove the members of the Board of Directors and the Officers of the Association. However, at least one-third (1/3) of the members of the Board will be elected by the Members other than the Declarant not later than the one hundred twentieth (120th) day after the date seventy-five percent (75%) of the Lots that may be created and made subject to the Declaration are conveyed to Class A Members.

Section 3.02 QUALIFICATION AND TERM. After the Declarant Control Period expires and the Class B membership ceases to exist, all Directors must be Members of the Association. New Directors will be elected at the first annual meeting of the Members after the expiration of the Declarant Control Period. Directors will serve two (2) year terms of office (except that the terms of office of the persons initially elected by Members to fill Director positions may be staggered according to procedures established by the Board). A Director takes office upon the adjournment of the meeting or balloting at which he is elected or appointed and absent death, ineligibility, resignation, or removal, will hold office until his successor is elected or appointed.

Section 3.03. NOMINATION OF DIRECTORS. Prior to each annual meeting of the Members of the Association and with respect to those Director positions for which Members alone may elect, the Board will prescribe:

- a. the opening date and the closing date of a reasonable filing period in which each and every Member who has a bona fide interest in serving as a Director may file as a candidate for such position;
- b. that each and every Member who has properly filed as a candidate will be included on the ballot;
- c. that where three (3) or more candidates are vying for one position, election may occur by a plurality (rather than a simple majority) of the votes cast; and
- d. such other rules and regulations that may then be appropriate to conduct the nomination and election of Directors in a fair, efficient, and cost-effective manner, and allowing each candidate a reasonable, uniform opportunity to communicate his or her qualifications to the Members and to solicit votes

Section 3.04. CO-OWNERS. Co-Owners of a single Lot may not serve on the Board at the same time. Co-Owners of more than one Lot may serve on the Board at the same time, provided the number of Co-Owners serving at one time does not exceed the number of Lots they co-own.

Section 3.05. ELECTION. After the Declarant Control Period expires and the Class B membership ceases to exist, Directors will be elected by the Members by written ballot. The election of Directors will be conducted at the annual meeting of the Members, at any special meeting called for that purpose, or by mail, email, or facsimile transmission, or a combination of mail, email, and facsimile transmission. The position of any Board Member whose term has expired must be filled by election by the Members.

Section 3.06. VACANCIES. A Board Member may be appointed by a Majority of the remaining Board Members only to fill a vacancy caused by resignation, death, or disability. Each Director so appointed will serve out the remaining term of his predecessor. This Section does not apply to the appointment of a Board Member during the Declarant Control Period.

Section 3.07. REMOVAL OF DIRECTORS. At any annual or special meeting of the Members, any one or more of the Directors may be removed with or without cause by Members representing a Majority of the votes present in person or by proxy at such meeting, and a successor will then and there be elected to fill the vacancy thus created. Any Director whose removal has been proposed by the Members will be given an opportunity to be heard at the meeting. However, if the Board is presented with written, documentary evidence from a database or other record maintained by a governmental law enforcement authority that a Board Member has been convicted of a crime of moral turpitude, the Member is immediately ineligible to serve on the Board, and is automatically considered removed from the Board, and is prohibited from future service on the Board.

Section 3.08. MEETINGS OF THE BOARD.

- a. Organizational Board Meeting. Within thirty (30) days after the Declaration is filed of record, the Board of Directors named in the Certificate of Formation will hold an organizational Board Meeting, at the call of a Majority of the Directors, for the purpose of adopting these Bylaws, electing Officers, and for other purposes determined by the Board at the meeting. The Directors calling the meeting will send notice of the time and place of the meeting to each Director named in the Certificate of Formation not later than the third day before the date of the meeting
- b. Regular Meeting. Regular meetings of the Board will be held at least two (2) times during each Fiscal Year at such time and place as determined from time to time by a Majority of the Directors; provided that the first regular meeting of the Fiscal Year will be held no more than thirty (30) days after the annual meeting of the Members.
- c. Special Meetings. Special meetings of the Board may be called by the President, or by any two (2) Directors.

Section 3.09. OPEN MEETINGS OF THE BOARD. Regular and special Board Meetings must be open to Owners, subject to the right of the Board to adjourn a Board Meeting and reconvene in closed executive session to consider actions involving personnel, pending or threatened litigation, contract negotiations, enforcement actions, confidential communications with the Association's attorney, matters involving the invasion of privacy of individual Owners, or matters that are to remain confidential by request of the affected parties and agreement of the Board. Following an executive session, any decision made in the executive session must be summarized orally and placed in the minutes, in general terms, without breaching the privacy of individual Owners, violating any privilege, or disclosing information that was to remain confidential at the request of the affected parties. The oral summary must include a general explanation of expenditures approved in executive session. This Section applies to a Board Meeting during the Declarant Control Period only if the meeting is conducted for the purpose of (i) adopting or amending the Governing Documents of the Association; (ii) increasing the amount of regular Assessments of the Association or adopting or increasing a special Assessment; (iii) electing non-developer appointed Board members of the Association; or establishing a process by which those members are elected; or (iv) changing the voting rights of Members of the Association.

Section 3.10. NOTICE OF BOARD MEETINGS.

- a. To Board Members. Notice of regular and special Board Meetings, which notice will state the place, time, and purpose of such meeting, will be provided to each Director either in person, by telephone, by email, or by other written communication at least 72 hours before the start of the regular or special Board Meeting. Attendance of a Director at a meeting constitutes a waiver of notice, unless the Director attends a 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.

b. To Members. Members will be given notice of the date, hour, place, and general subject of a regular or special Board Meeting, including a general description of any matter to be brought up for deliberation in executive session. The notice must be either (i) mailed to each Member not later than the tenth (10th) day or earlier than the sixtieth (60th) day before the date of the meeting; or (ii) provided at least seventy-two (72) hours before the start of the meeting by (a) posting the notice in a conspicuous manner reasonably designed to provide notice to Members in a place located in the Common Property or, with the property owner's consent, on other conspicuously located privately owned property within the Subdivision; or (b) posting the notice on any Internet website maintained by the Association or other Internet media; and (c) sending the notice via e-mail to each Owner who has registered an e-mail address with the Association. It is an Owner's duty to keep an updated e-mail address registered with the Association.

Section 3.11. CONDUCT OF MEETINGS. The President will preside over all meetings of the Board. The Secretary will keep a record of each regular or special Board Meeting in the form of written minutes of the meeting and will record in a minute book the votes of the Directors. When not in conflict with law or the Governing Documents, the then current edition of ROBERT'S RULES OF ORDER will govern the conduct of the meetings of the Board.

Section 3.12. VOTING. Each Director is entitled to one (1) vote.

Section 3.13. QUORUM. At all Board Meetings, a Majority of the Directors will constitute a quorum for the transaction of business, and the vote of a Majority of the Directors present (or represented by proxy) at a meeting at which a quorum is present will constitute the decision of the Board. If less than a quorum is present at any Board Meeting, the Majority of those present may adjourn the meeting from time to time. The Board will give notice of the time and place of a rescheduled meeting in at least one manner prescribed by these Bylaws. Any business that might have been transacted at the meeting as originally called may be transacted during the rescheduled meeting. Directors present at the meeting by proxy may not be counted toward a quorum.

Section 3.14. PROXY. A Director may vote in person or by proxy executed in writing by the Director. A proxy expires three (3) months after the date the proxy is executed.

Section 3.15. PLACE OF MEETINGS. Except for a meeting held by electronic or telephonic means, Board Meetings will be held at the principal office of the Association as shown on the Management Certificate or at such other suitable place, but not more than three (3) miles from the Subdivision, as may be designated by the Board.

Section 3.16. ALTERNATIVE METHOD OF MEETING. The Board of Directors may hold meetings by using a conference telephone (or similar communications equipment) or other suitable electronic communications system (including video-conferencing technology or the Internet) or any combination thereof, so long as the telephone or other equipment or system permits each person participating in the meeting to communicate with all other persons participating in the meeting. However, if the Board meets by an alternative method of communication without providing prior written notice of such meeting to Owners, it may only do so for the limited purpose of considering or voting on (i) routine and administrative matters; or (ii) a reasonably unforeseen emergency or urgent necessity that requires immediate action by the Board.

The Board is expressly prohibited from considering or voting on, without providing prior written notice of a Board Meeting to Owners, the following matters:

- a. fines;
- b. damage Assessments;
- c. initiation of foreclosure actions;
- d. initiation of enforcement actions against an Owner, unless the enforcement matter involves a violation constituting a threat to health or safety or the initiation of a legal proceeding seeking a temporary restraining order;
- e. increases in Assessments;
- f. levying of special Assessments;
- g. appeals from a denial of ACC approval; or
- h. a suspension of a right of a particular Owner before the Owner has had an opportunity to attend a Board Meeting to present the Owner's position, including any defense on the issue.

Section 3.17. RECESS. If the Board recesses a regular or special Board Meeting to continue the following regular business day, the Board is not required to post notice of the continued meeting if the recess is taken in good faith and not to circumvent the requisites of this Article. If a regular or special Board Meeting is continued to the following regular business day, and on that following day the Board continues the meeting to another day, the Board will give notice of the continuation in at least one manner prescribed by these Bylaws.

Section 3.18. ACTION WITHOUT A MEETING. Any action required or permitted to be taken by the Board at a meeting may be taken without a meeting, if all of the Directors individually or collectively consent in writing to such action. The written consent will be filed with the minutes of the Board. Action by written consent will have the same force and effect as a unanimous vote.

Section 3.19. LIABILITIES AND STANDARD OF CARE. A Director will discharge the Director's duties, including duties as a committee member, in good faith, with Ordinary care, and in a manner the Director reasonably believes to be in the best interest of the Association. A Director is not liable to the Association, a Member, or another person for an action taken or not taken as a Director if the Director acted in compliance with this Section. A person seeking to establish liability of a Director must prove that the Director did not act in good faith, with Ordinary care, in a manner the Director reasonably believed to be in the best interest of the Association. A Director is not considered to have the duties of a trustee of a trust with respect to the Association or with respect to property held or administered by the Association. A Director may in good faith, and with Ordinary care, rely on information, opinions, reports, or statements (including financial statements and other financial data) prepared or presented by: (i) Officers or employees of the Association; (ii) legal counsel; (iii) a certified public accountant; (iv) an investment banker; (v) a management or non-management committee of the Association of which the Director is not a member; and/or (vi) any other person the Director reasonably believes to possess professional expertise in the matter.

Section 3.20. POWERS AND DUTIES OF THE BOARD. The Board will have all the powers and duties necessary for the administration of the Association and for the operation and maintenance of the

Subdivision. The Board may do all such acts and things except those, which by law or the Governing Documents are reserved to the Members and may not be delegated to the Board. The act of a Majority of the Directors present in person or by proxy at a meeting at which a quorum is present is the act of the Board of Directors. Without prejudice to the general and specific powers and duties set forth in laws, the Declaration, other Governing Documents, or such powers and duties as may hereafter be imposed on the Board by resolution of the Association, the powers and duties of the Board will include, but will not be limited to, the following:

- a. Rules and Regulations. The Board by resolution may from time to time adopt and publish Rules and Regulations governing use of the Common Property and the personal conduct of the Members and their guests, and may suspend the right to use of the Common Property, after notice and hearing, pursuant to Sections 209.006 and 209.007 of the Texas Residential Property Owners Protection Act.
- b. Guests. The Board may limit the number of guests of Owners with respect to the use of the Common Property.
- c. Delinquent Accounts. The Board may establish, levy, and collect reasonable late charges for Members' delinquent accounts. The Board may also establish a rate of interest to be charged on Members' delinquent accounts, provided the rate of interest does not exceed eighteen percent (18%) or the maximum rate permitted by state law, whichever is the lesser.
- d. Fidelity Bonds. The Board will require that all Officers, agents, and employees of the Association handling or responsible for Association funds will furnish adequate fidelity bonds. The premiums on such bonds may be an expense of the Association.
- e. Employees. The Board may employ independent contractors or employees as deemed necessary, and may prescribe their duties.
- f. Appointment of Committees. The Board, by resolution, may from time to time designate standing or *ad hoc* committees to advise or assist the Board with its responsibilities. The resolution will establish the purposes and powers of each committee created, provide for the appointment of its Members, as well as chairman, and will provide for reports, termination, and other administrative matters deemed appropriate by the Board. Committees may be appointed from among the Members or professionals in the area of expertise for which the committee is formed.
- g. Fines. In addition to, or in lieu of other remedies as provided by law, the Board may levy fines for each day or occurrence that a violation of the Governing Documents persists, after notice and hearing, and provided the amount of the fine does not exceed the amount necessary to ensure compliance with the Governing Documents.
- h. Contracts for Services. The Board may enter into contracts for services on behalf of the Association, and, when appropriate, will solicit competitive bids based on a standard statement of work prepared or approved by the Board.
- i. Professional Association Management Services. The Board may employ a Managing Agent for the Association, at a compensation established by the Board, to perform duties and services authorized by the Board.

- j. Management Certificates. The Board will execute and record Management Certificates in accordance with Section 209.004 of the Texas Residential Property Owners Protection Act.
- k. Payment Plan Guidelines. The Board will adopt and record a Payment Plan Guidelines Policy that will establish an alternative payment schedule by which an Owner may make partial payments to the Association for delinquent regular or special Assessments or any other amount owed to the Subdivision in accordance with Section 209.0062 of the Texas Residential Property Owners Protection Act.
- l. Records Production and Copying Policy. The Board will adopt and record a Records Production and Copying Policy in accordance with Section 209.005 of the Texas Residential Property Owners Protection Act.
- m. Document Retention Policy. The Board will adopt, comply with, and record a Document Retention Policy in accordance with Section 209.005(m) of the Texas Residential Property Owners Protection Act.
- n. Production of Subdivision Information and Resale Certificates. The Board will produce Subdivision Information and Resale Certificates in accordance with Section 207.003 of the Texas Property Code.
- o. Financial Records and Annual Reports. The Board will maintain current and accurate financial records with complete entries as to each financial transaction of the Association, including income and expenditures, in accordance with generally accepted accounting principles. The Board will annually prepare or approve a financial report for the Association for the preceding Fiscal Year. The report must conform to accounting standards as adopted by the American Institute of Certified Public Accountants and must include: a statement of support, revenue and expenses, statement of changes in fund balances, a statement of functional expenses, and a balance sheet for each fund.
- p. Annual Budget. The Board will prepare and adopt an annual budget in which there will be established the regular Assessment rate charge for the upcoming Fiscal Year.
- q. Tax Forms. The Board will file all requisite forms, documents, and information with Taxing authorities
- r. Bank Accounts. The Board will open bank accounts and/or banking-type accounts on behalf of the Association and designating the signatories required.
- s. Insurance. The Board will obtain and carry insurance against casualties and liabilities, as provided in the Declaration, and paying the premium cost thereof.
- t. Legal Action. The Board may enforce by legal means the provisions of the Declaration, these Bylaws, and the Rules and Regulations adopted by it, and bring any proceedings that may be instituted on behalf of or against Members concerning the Association.
- u. Management Agent. The Board may employ for the Association a professional management agent(s) or executive manager (each and all of whom will be sometimes referred to herein as the “**Managing Agent**”) at a compensation established by the board

to perform such duties and services as the Board will authorize. The Board may delegate to the Managing Agent some of the powers granted to the Board for the routine operation of the Association. The Declarant, or an affiliate of the Declarant, may be employed as Managing Agent. No management contract may have a term in excess of three (3) years and, where the Declarant or an affiliate of the Declarant is the Managing Agent, must permit termination by either party without cause and without any materially adverse termination fee upon at least ninety (90) days advance written notice of such termination.

v. Borrowing. The Board will have the power to borrow money, without the specific approval of the Members of the association, for the purpose(s) of:

i. operations, capital improvements, repair, replacement or restoration of Common Property where such proposed borrowing has been theretofore reflected in an annual budget of the Association; and

ii. modifying, improving or adding amenities, where the total amount of such borrowing would exceed twenty-five percent (25%) of the budgeted gross expenses of the Association for that Fiscal Year, provided that any such borrowing proposal will have the affirmative approval of at least three-fourths (3/4) of the Directors.

w. Notice. The Board will provide any notice that is required before an enforcement action in accordance with Section 209.006 of the Texas Residential Property Owners Protection Act and the Declaration.

x. Hearings. Section 209.007 of the Texas Residential Property Owners Protection Act and the Declaration will govern all hearings before the Board.

Section 3.21. Dissent To Action. A Director who is present at a Board Meeting at which action is taken on an Association matter is presumed to have assented to the action unless the Director's dissent has been entered in the minutes of the meeting, the Director has filed a written dissent to the action with the person acting as the secretary of the meeting before the meeting is adjourned, or the Director has sent a written dissent by registered mail to the Secretary of the Association immediately after the meeting has been adjourned. The right to dissent under this Section does not apply to a Director who voted in favor of the action.

ARTICLE 4 **OFFICERS**

Section 4.01 DESIGNATION. The principal Officers of the Association will be the President, the Vice President, the Secretary, and the Treasurer. The Board may appoint such other Officers and assistant Officers as it deems necessary. The President and Vice President will be Directors. Other Officers may, but need not, be Directors. Any two offices may be held by the same person, except the offices of President and Secretary. If an Officer is absent or unable to act, the Board may appoint a Director to perform the duties of that Officer and to act in place of that Officer, on an interim basis.

Section 4.02 ELECTION OF OFFICERS. During the Declarant Control Period, the Officers will be appointed by the Declarant. Thereafter, the Officers will be elected annually by the Directors at the first regular Board Meeting of each Fiscal Year. Except for resignation or removal, Officers will hold office until their respective successors have been designated by the Board.

Section 4.03 REMOVAL AND RESIGNATION OF OFFICERS. Any Officer may be removed by the Declarant during the Declarant Control Period. Thereafter, a Majority of Directors may remove any Officer, with or without cause, at any regular Board Meeting or at any special Board Meeting called for that purpose. A successor may be elected at any regular or special Board Meeting called for that purpose. An Officer may resign at any time by giving written notice to the Board. Unless the notice of resignation states otherwise, it is effective when received by the Board and does not require acceptance by the Board. The resignation or removal of an Officer who is also a Director does not constitute resignation or removal from the Board.

Section 4.04 STANDARD OF CARE. An Officer is not liable to the Association or any other person for an action taken or omission made by the Officer in the person's capacity as an Officer unless the Officer's conduct was not exercised in good faith, with Ordinary care, and in a manner the Officer reasonably believes to be in the best interest of the Association. This Section will not affect the liability of the Association for an act or omission of the Officer.

Section 4.05. DESCRIPTION OF PRINCIPAL OFFICES.

a. President. As the chief executive Officer of the Association, the President will be a Director and will: (i) preside at all meetings of the Association and of the Board; (ii) have all the general powers and duties that are usually vested in the office of President of a corporation organized under the laws of the State of Texas; (iii) have general supervision, direction, and control of the business of the Association, subject to the control of the Board; and (iv) see that all orders and resolutions of the Board are carried into effect.

b. Vice President. The Vice President will be a Director and, in the absence of the President or in the event of the President's inability or refusal to act, will perform the duties of the President. The Vice President will perform such duties as are assigned by the President and Board.

c. Secretary. The Secretary will: (i) keep the minutes of all meetings of the Board and of the Association; (ii) have charge of such books, papers, and records as the Board may direct; (iii) maintain a record of the names, addresses, and email addresses of the Members; (v) prepare and give all notices in accordance with the Texas Business Organizations Code and the Governing Documents; (vi) act as the custodian of records of the Association; (vi) review all mail on behalf of the Association; and (vii) in general, perform all duties incident to the office of Secretary.

d. Treasurer. The Treasurer will: (i) be responsible for Association funds; (ii) keep full and accurate financial records and books of account showing all receipts and disbursements; (iii) prepare all required financial data and tax returns; (iv) deposit all monies or other valuable effects in the name of the Association in such depositories as may from time to time be designated by the Board; (v) prepare the annual and supplemental budgets of the Association; (vi) review the accounts of the managing agent on a monthly basis in the event such managing agent is responsible for collecting and disbursing Association funds; and (vi) perform all the duties incident to the office of Treasurer.

Section 4.06 AUTHORIZED AGENTS. Except when the Governing Documents require execution of certain instruments by certain individuals, the Board may authorize any person to execute agreements, contracts, deeds, leases, checks, and other instruments on behalf of the Association, by written resolution. In the absence of Board designation, the President and the Vice President are authorized to execute such instruments on behalf of the Association.

ARTICLE 5
MEETINGS OF THE MEMBERS OF THE ASSOCIATION

Section 5.01. **ANNUAL MEETING.** Annual meetings of the Members will be held on or before March 15 on each year. At the annual meeting the Members will elect Directors in accordance with these Bylaws. The Members may also transact such other business of the Association as may properly come before them. Notwithstanding any other provision in these Bylaws, the Board will call an annual meeting of the Members of the Association.

Section 5.02. **MANDATORY ELECTION REQUIRED AFTER FAILURE TO CALL ANNUAL MEETING.** If the Board does not call an annual meeting of the Members, an Owner may demand that a meeting of the Members of the Association be called not later than the thirtieth (30th) day after the date of the Owner's demand. The Owner's demand must be made in writing and sent by certified mail, return receipt requested, to the registered agent of the Association and to the Association at the address for the Association according to the most recently filed Management Certificate. A copy of the notice must be sent to each Owner who is a Member of the Association. If the Board does not call a meeting of the Members of the Association on or before the thirtieth (30th) day after the date of a demand, three or more Owners may form an election committee. The election committee will file written notice of the committee's formation with the Tarrant County Clerk. A notice filed by an election committee must contain: (i) a statement that an election committee has been formed to call a meeting of Owners who are Members of the Association for the sole purpose of electing Board members; (ii) the name and residential address of each election committee member; and (iii) the name of the Subdivision over which the Association has jurisdiction under the Governing Documents. Each election committee member must sign and acknowledge the notice before a notary or other official authorized to take acknowledgments. The county clerk will enter on the notice the date the notice is filed and record the notice in the county's real property records. Only one election committee in the Subdivision may operate under this Section at one time. If more than one election committee in the Subdivision files a notice, the first election committee that files a notice, after having complied with all other requirements of this Section, is the election committee with the power to act under this Section. An election committee that does not hold or conduct a successful election within four (4) months after the date the notice is filed with the county clerk is dissolved by operation of law. An election held or conducted by a dissolved election committee is ineffective for any purpose under this Section. The election committee may call meetings of the Owners who are Members of the Association for the sole purpose of electing Board members. Notice, quorum, and voting provisions contained in these Bylaws apply to any meeting called by the election committee.

Section 5.03. **SPECIAL MEETINGS.** A special meeting of the Members may be called by either: (i) the President; (ii) a Majority of the Board; or (iii) Members having not less than one-tenth (1/10) of the votes entitled to be cast at a meeting of the Members. Such meeting will be held within thirty (30) days after the Board resolution or receipt of the petition.

Section 5.04. **PLACE OF MEETINGS.** Meetings of the Association will be held at the principal office of the Association as designated on the Management Certificate or at such other suitable place convenient to the Members, but not more than three (3) miles from the Subdivision, as may be designated by the Board.

Section 5.05. **NOTICE OF MEETINGS.** Members will be given notice of the date, time, and location (if the meeting is not held solely by using a conference telephone or other communications system) of a meeting of the Members. If the meeting is to be held by using a conference telephone or other

communications system, the notice will also include the form of communications system to be used for the meeting and the means of accessing it. In addition, if the meeting is a special meeting of the Members, then the notice must also state the purpose(s) for which such special meeting is being called. No business, except the purpose stated in the notice of the meeting, will be transacted at a special meeting. The notice of a meeting of the Members must be delivered to each Member entitled to vote at the meeting no earlier than sixty (60) days, nor later than ten (10) days, before the date of the meeting of the Members. A notice of a meeting of the Members may be delivered to Members by personal delivery, mail, facsimile, or email.

Section 5.06. RECORD DATES.

- a. Determining Notice Eligibility. The Board will fix a date as the record date for determining the Members entitled to notice of a meeting of the Members of the Association. The record date may not be more than sixty (60) days before the date of a meeting of the Members at which Members will vote.
- b. Determining Voting Eligibility. The Board will fix a date as the record date for determining the Members entitled to vote at a meeting of the Members of the Association. The record date may not be more than sixty (60) days before the date of a meeting of the Members at which Members will vote.
- c. Determining Rights Eligibility. The Board will fix a date as the record date for determining the Members entitled to exercise any rights other than those described in the preceding two paragraphs. The record date may not be more than sixty (60) days before the date of the action for which eligibility is required, such as a nomination to the Board.
- d. Adjournments. A determination of Members entitled to notice of or to vote at a meeting of the Members of the Association is effective for any adjournment of the meeting unless the Board fixes a new date for determining the right to notice or the right to vote. The Board must fix a new date for determining the right to notice or the right to vote if the meeting is adjourned to a date more than ninety (90) days after the record date for determining Members entitled to notice of the original meeting.

Section 5.07. VOTING MEMBERS LIST. The Board will prepare and make available a list of the Association's voting Members in accordance with Texas Business Organizations Code Section 22.158. After setting a record date for the notice of a meeting of the Members, the Association will prepare an alphabetical list of the names of all its voting Members. The list must identify the Members who are entitled to notice, the address of each voting Member, and the number of votes each voting Member is entitled to cast at the meeting. Not later than the second (2nd) business day after the date notice is given of a meeting for which a list was prepared in accordance with this Section, and continuing through the meeting, the list of voting Members must be available at the office of the Association's Managing Agent, according to the most recent Management Certificate recorded, as identified in the notice of the meeting, for inspection by Members entitled to vote at the meeting for the purpose of communication with other Members concerning the meeting. A voting Member or voting Member's agent or attorney is entitled on written demand to inspect, and at the member's expense and subject to Section 209.005 of the Texas Residential Property Owners Protection Act, copy the list at a reasonable time during the period the list is available for inspection. The Association will make the list of voting Members available at the meeting. A voting Member or voting Member's agent or attorney is entitled to inspect the list at any time during the meeting or an adjournment of the meeting.

Section 5.08. QUORUM. At any meeting of the Members of the Association, the presence in person or by proxy of Members entitled to cast at least twenty percent (20%) of the votes that may be cast for election

of the Board will constitute a quorum. If any meeting of the Members of the Association cannot be held because a quorum is not present, a Majority of the Members who are present at such meeting, either in person or by proxy, may adjourn the meeting to a time not less than five (5) days nor more than thirty (30) days from the time the original meeting was called, and the Association will give notice of the time and place of the rescheduled meeting to the Members in at least one manner prescribed by these Bylaws. The Members present at a duly called or held meeting at which a quorum is present may continue to do business until adjournment, notwithstanding the withdrawal of enough Members to leave less than a quorum, provided that any action taken will be approved by at least a Majority of the Members required to constitute a quorum.

Section 5.09. VOTES. Class A Members of the Association will be entitled to one (1) vote for each Lot owned in the Subdivision. The Class B Member will be entitled to nine (9) votes for each Lot owned in the Subdivision; provided, however, in no event will the Class B Member have less than the total number of Class A votes plus one (1). The vote of Members representing at least a Majority of the votes cast at any meeting at which a quorum is present will be binding upon all Members for all purposes, except when a higher percentage is required by the Declaration or these Bylaws. There will be no cumulative voting. The voting rights of an Owner may be cast or given in person or by proxy at a meeting of the Members; or by absentee ballot or electronic ballot in accordance with this Article.

Section 5.10. PROXIES. A voting proxy must be in writing, executed by the delegating Member or the delegating Member's "attorney-in-fact," and filed with the Secretary before the appointed time of each meeting. Unless a proxy document states that it is irrevocable, a proxy may be revoked by the delegating Member at any time before it is voted. In addition, unless a proxy document states that it will remain in effect for a period of time in excess of eleven (11) months, it automatically expires eleven (11) months after the date of its execution.

Section 5.11. BALLOTS. Any vote cast in an election or vote by a Member of the Association must be in writing and signed by the Member. In an Association-wide election, written and signed ballots are not required for uncontested races. Electronic votes cast as provided below constitute written and signed ballots.

An absentee or electronic ballot may be counted as an Owner present and voting for the purpose of establishing a quorum only for items appearing on the ballot, but may not be counted for the purpose of establishing a quorum, even if properly delivered, if the Owner attends the meeting to vote in person. Any vote cast at a meeting by an Owner supersedes any vote submitted by absentee or electronic ballot previously submitted for that proposal. An absentee or electronic ballot 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 electronic ballot. A solicitation for votes by absentee ballot must include the following:

- i. an absentee ballot that contains each proposed action to be voted on at the meeting of the Members and provides an Owner an opportunity to vote for or against each proposed action; and
- ii. instructions for delivery of the completed absentee ballot, including the delivery location.

In addition, the solicitation for votes by absentee ballot must include the following advisory:

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.

For the purposes of this Section, "electronic ballot" means a ballot that is cast by an Owner by e-mail, facsimile, or posting on an Internet website for which the identity of the Owner submitting the ballot can be confirmed and for which the Owner may receive a receipt of the electronic transmission and receipt of the Owner's ballot. If the Association intends to allow Owners to cast an electronic ballot posted on the Association's website (if any), a notice of the posting must be sent to each Owner that contains instructions on obtaining access to the posting on the website.

Section 5.12. CO-OWNED LOTS. If a Lot is owned by more than one Member and only one Member is present at a meeting of the Members of the Association, that person may cast the vote allocated to that Lot. If more than one of the multiple Owners is present, the vote allocated to that Lot may be cast only in accordance with the Owners' unanimous agreement. Multiple Owners are in unanimous agreement if one of the multiple Owners casts the vote allocated to the Lot and none of the other Owners makes prompt protest to the person presiding over the meeting.

Section 5.13. ENTITY-OWNER LOTS. If a Lot is owned by a corporation or a limited liability company, the vote appurtenant to that Lot may be cast by an officer of the corporation or limited liability company in the absence of express notice of the designation of a specific person by the board of directors or bylaws of the owning corporation or limited liability company. The vote of a partnership may be cast by any partner owning an interest in the partnership in the absence of express notice of the designation of a specific person by the partnership. The person presiding over a meeting or vote may require reasonable evidence that a person voting on behalf of a corporation, limited liability company, or partnership is qualified to vote.

Section 5.14. CONDUCT OF MEETINGS. The President (or in the absence of the President, the Vice President) will preside over meetings of the Members of the Association. The Secretary will keep, or cause to be kept, the minutes in which will be recorded all resolutions adopted and all transactions occurring at the meeting, as well as a record of any votes taken at the meeting. The person presiding over the meeting may appoint a parliamentarian. The then current edition of ROBERT'S RULES OF ORDER will govern the conduct of all meetings of the Members when not in conflict with the Governing Documents. Votes will be tallied by tellers appointed by the person presiding over the meeting.

ARTICLE 6 **COMMITTEES**

Section 6.01. GENERAL. Committees to perform such tasks and to serve for such periods as may be designated by a resolution adopted by a Majority of the Directors present at a meeting at which a quorum is present are hereby authorized. Such committees will perform such duties and have such powers as may be provided in the resolution. Each committee will operate in accordance with the terms of the resolution of the Board designating the committee or with rules adopted by the Board. The Board will appoint the chairperson for each committee that will preside at its meetings and who will be responsible for transmitting any and all communications to the Board. Any committee designated to have and exercise the authority of the Board of Directors in the management of the Association must consist of at least two (2) committee members, the Majority of whom must be current Board members.

Section 6.02. ARCHITECTURAL CONTROL COMMITTEE. During the Declarant Control Period the Board will serve as the Architectural Control Committee, or it may designate one or more of its individual members to perform the functions of the Architectural Control Committee. After the Declarant Control

Period, the Board will appoint an Architectural Control Committee consisting of either three (3) or five (5) individuals to act in accordance with the provisions of the Declaration and the Design Standards (See Article 7 of the Declaration).

Section 6.03. ACTION WITHOUT A FORMAL MEETING. Any action to be taken at a meeting of the members of any committee, or any action that may be taken at a meeting of the members of any committee, may be taken without a meeting if a consent in writing, setting forth the action so taken, will be signed by all the committee members entitled to vote with respect to the subject matter thereof, or by a sufficient number of committee members as would be necessary to take that action at a meeting at which all of the members of the committee were present and voted, to the fullest extent allowed by Texas law and as provided by the Governing Documents.

ARTICLE 7 **RULES AND REGULATIONS**

Section 7.01. RULES. The Board will have the right to establish and amend, from time to time, reasonable Rules and Regulations for: (i) the administration of the Association and the Governing Documents; (ii) the maintenance, management, operation, use, conservation, and beautification of the Subdivision; and (iii) the health, comfort, and general welfare of the residents; provided, however, that such Rules may not be in conflict with law or the Governing Documents. The Board will, at all times, maintain the then current and complete Rules in a written form that can be copied and distributed to the Members, and will be recorded in the Official Public Records of Tarrant County, Texas.

Section 7.02. ADOPTION AND AMENDMENT. Any Rule may be adopted, amended, or terminated by the Board, provided that the Rule and the requisite Board approval are properly recorded as a resolution in the minutes of the Board Meeting.

Section 7.03. NOTICE AND COMMENT. The Board will give written notice to an Owner of each Lot of any amendment, termination, or adoption of a Rule, or will publish same in a newsletter or similar publication that is circulated to the Members, at least ten (10) days before the Rule's effective date. Any Member so notified will have the right to comment orally or in writing to the Board on the proposed action.

Section 7.04. DISTRIBUTION. Upon written request from any Member or occupant of a Lot, the Board will provide a current and complete copy of the Rules.

ARTICLE 8 **OBLIGATIONS OF THE OWNERS**

Section 8.01. PROOF OF OWNERSHIP. Any person, on becoming a Member of the Association, will furnish to the Board evidence of ownership in the Lot, which copy will remain in the files of the Association. A Member will not be deemed to be in good standing nor be entitled to vote at any annual or special meeting of the Members of the Association unless this requirement is first met.

Section 8.02. OWNERS' ADDRESSES. The Owner or the several Co-Owners of a Lot will register and maintain one mailing address and one email address to be used by the Association for mailing of statements, notices, and all other communications. The Owner will keep the Association informed of the Member's current mailing and email addresses. If an Owner fails to maintain a current mailing address with the Association, the address of that Owner's Lot will be deemed to be his mailing address. An Owner who mortgages his or her Lot will furnish the Board with the name and mailing address of the mortgagee.

Section 8.03. ASSESSMENTS. All Owners will be obligated to pay Assessments as defined in the Declaration.

Section 8.04. COMPLIANCE WITH DOCUMENTS. Each Owner will comply with the provisions and terms of the Governing Documents, and any amendments thereto. Further, each Owner will always endeavor to observe and promote the cooperative purposes for which the Association was established.

ARTICLE 9 **ASSOCIATION RECORDS**

Section 9.01. AVAILABILITY. The Association will make the books and records of the Association, including financial records, open to and reasonably available for examination by an Owner, or a person designated in a writing signed by the Owner as the Owner's agent, attorney, or certified public accountant, in accordance with this Section. An Owner is entitled to obtain from the Association copies of information contained in the books and records. Association attorney's files and records, excluding invoices requested by an Owner, are not records of the Association and are not subject to inspection by the Owner or production in a legal proceeding. If a document in an attorney's files and records relating to the Association would be responsive to a legally authorized request to inspect or copy Association documents, the document will be produced by using the copy from the attorney's files and records if the Association has not maintained a separate copy of the document. This Article does not require production of a document that constitutes attorney work product or that is privileged as an attorney-client communication. An Owner or the Owner's authorized representative must submit a written request for access or information by certified mail, with sufficient detail describing the Association's books and records requested, to the mailing address of the Association or authorized representative as reflected on the most current Management Certificate. The request must contain an election either to inspect the books and records before obtaining copies or to have the Association forward copies of the requested books and records and if an inspection is requested, the Association, on or before the tenth (10th) business day after the date the Association receives the request, will send written notice of dates during normal business hours that the Owner may inspect the requested books and records to the extent those books and records are in the possession, custody, or control of the Association, or if copies of identified books and records are requested, the Association will, to the extent those books and records are in the possession, custody, or control of the Association, produce the requested books and records for the requesting party on or before the tenth (10th) business day after the date the Association receives the request. If the Association is unable to produce the books or records requested on or before the tenth (10th) business day after the date the Association receives the request, the Association must provide to the requestor written notice that informs the requestor that the Association is unable to produce the information on or before the tenth (10th) business day after the date the Association received the request, and states a date by which the information will be sent or made available for inspection to the requesting party that is not later than the fifteenth (15th) business day after the date notice under this Article is given. The Association may produce books and records requested under this Section in hard copy, electronic, or other format reasonably available to the Association.

Section 9.02. OPEN RECORDS POLICY. The Board will adopt a Records Production and Copying Policy that prescribes the costs the Association will charge for the compilation, production, and reproduction of information requested under this Section, and will record same in the Official Public Records of Tarrant County, pursuant to Section 209.005 of the Texas Residential Property Owners Protection Act.

Section 9.03. RECORDS RETENTION. In accordance with Section 209.005(m) of the Texas Residential Property Owners Protection Act, the Association will adopt and comply with a Document Retention Policy that will be recorded in the Official Public Records Tarrant County, Texas.

ARTICLE 10
NOTICES

Section 10.01. **CO-OWNERS**. If a Lot is owned by more than one person, notice to one Co-Owner will be deemed notice to all Co-Owners.

Section 10.02. **DELIVERY OF NOTICES**. Any written notice required or permitted by these Bylaws may be given personally, by mail, by email, or by facsimile transmission. If mailed, the notice is deemed given to the Member on the date such notice is deposited in the United States mail, with postage paid, in an envelope addressed to the Member at the last address shown on the Association's records. If emailed or sent by facsimile, the notice is considered to be given to the Member when such meeting notice is transmitted to an email address or facsimile number provided by such Member, or to which such Member consents, for the purpose of receiving notice from the Association.

Section 10.03. **WAIVER OF NOTICE**. Whenever any notice is required to be given to an Owner, Member, or Director, a written waiver of the notice, signed by the person entitled to such notice, whether before or after the time stated in the notice, will be equivalent to the giving of such notice. Attendance by a Member or Director at any meeting of the Members of the Association or Board, respectively, will constitute a waiver of notice by such Member or Director of the time, place, and purpose of such meeting. If all Members or Directors are present at any meeting of the Members of the Association or Board, respectively, no notice will be required and any business may be transacted at such meeting.

ARTICLE 11
MISCELLANEOUS PROVISIONS

Section 11.01. **PROCEDURE FOR AMENDMENT**. During the Declarant Control Period, the Board, from time to time, may alter, amend, or repeal the Bylaws or adopt new Bylaws. After the expiration of the Declarant Control Period, these Bylaws may be amended by the vote, in person or by proxy, or the written consents of Members representing at least a Majority of the votes cast or present at a meeting for which a quorum is obtained.

Section 11.02. **CONFLICTING PROVISIONS**. If any provision of these Bylaws conflicts with any provision of the laws of the State of Texas, such conflicting Bylaws provision will be null and void, but all other provisions of these Bylaws will remain in full force and effect. In the case of any conflict between the Declaration and these Bylaws, the Declaration will control.

Section 11.03. **SEVERABILITY**. Invalidation of any provision of these Bylaws, by judgment or court order, will in no way affect any other provision that will remain in full force and effect. The effect of a general statement will not be limited by the enumerations of specific matters similar to the general.

Section 11.04. **HEADINGS**. The headings of the Articles and Sections hereof are for convenience only and will not affect the meaning or interpretation of the contents of these Bylaws.

Section 11.05. **GENDER**. Throughout these Bylaws, the masculine gender will be deemed to include the feminine and neuter, and the singular, the plural, and vice versa.

Section 11.06. WAIVER. No restriction, condition, obligation, or covenant in the Declaration or these Bylaws will be deemed to have been abrogated or waived by reason of failure to enforce the same, irrespective of the number of violations or breaches thereof that may occur.

Section 11.07. INDEMNIFICATION AND HOLD HARMLESS. To the fullest extent allowed by Texas law and as provided in the Declaration, the Association will indemnify every Director and Officer against any and all expenses, including attorney’s fees reasonably incurred by or imposed upon any Director or Officer in connection with any action, suit, or other proceeding (including settlement of any suit or proceeding, if approved by the then Board of Directors) to which he or she may be a party by reason of being, or having been, a Director or Officer. The Directors and Officers will not be liable for any mistake of judgment, negligent or otherwise, except for their own individual willful misfeasance, malfeasance, misconduct, or bad faith. The Directors and Officers will have no personal liability with respect to any contract or other commitment made by them, in good faith, on behalf of the Association (except to the extent that such Directors or Officers may also be Members of the Association), and the Association will indemnify and forever hold each such Director or Officer free and harmless against any and all liability to others on account of any such contract or commitment. Any right to indemnification provided for herein will not be exclusive of any other rights to which any Director or Officer, or former Director or Officer, may be entitled. The Association will, as a common expense, maintain adequate general liability and Directors' and Officers' liability insurance to fund this obligation.

CERTIFICATION OF SECRETARY

I, as Secretary of the Whitestone Crest Homeowners Association, Inc., hereby certify that these Bylaws were adopted by the Board of Directors on the ____ day of July, 2017.

DATED this the ____ day of _____, 2017.

Steve Davis, Secretary, Whitestone Crest Homeowners Association, Inc.

THE STATE OF TEXAS §
COUNTY OF TARRANT §

This instrument was acknowledged before me on the ____ day of _____, 2017, by Steve Davis, Secretary, of WHITESTONE CREST HOMEOWNERS ASSOCIATION, INC., a Texas nonprofit corporation, on behalf of said nonprofit corporation.

[Notary Seal]

Notary Public, State of Texas

APPROVED:

Steve Hawkins, Director and President

Janice Hawkins, Director and Vice President

Steve Davis, Director and Secretary