

**CERTIFICATE FOR
RECORDATION OF DEDICATORY INSTRUMENT OF
WINDY HILL FARMS HOMEOWNERS ASSOCIATION, INC.**

STATE OF TEXAS

§

§

KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF COLLIN

§

WHEREAS, Section 202.006 of the Texas Property Code requires that “A Property Owners’ Association shall file its dedicatory instruments in the Real Property Records of each county in which the Property to which the dedicatory instruments relates is located.”; and

WHEREAS, Windy Hill Farms Homeowners Association, Inc., a Texas nonprofit corporation (the “Association”) desires to comply with Section 202.006 by filing of record in the Real Property Records of Collin County, Texas, the attached instrument; and

WHEREAS, the attached instrument constitutes a “dedicatory instrument” as defined by Section 202.001 of the Texas Property Code; and

WHEREAS, the Declaration of Covenants, Conditions and Restrictions for Windy Hill Farms Homeowners Association, Inc., Executed by Lumberman’s Investment Corporation, a Delaware corporation, as Declarant, was recorded at Volume 4550, Page 1731 on or around November 24, 1999 in the Real Property Records of Collin County, Texas, including any amendments thereof, additions, annexations and supplements thereto and entitled “Declaration of Covenants, Conditions and Restrictions for Windy Hill Farms” (the “Declaration”) subjected to the scheme of development therein certain land located in Collin County, Texas;

NOW THEREFORE, the undersigned authorized representative of the Association hereby executes this Certificate to effect the recording of the dedicatory instrument attached hereto on behalf of the Association.

(signature page follows)

EXECUTED this 10 day of April, 2020

Windy Hill Farms Homeowners Association, Inc.,
A Texas non-profit corporation


By: 
Chad Yearly,
Windy Hill Farms Homeowners Association, Inc.

STATE OF TEXAS

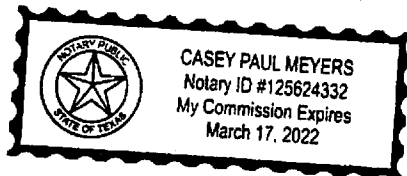
§

COUNTY OF COLLIN

This instrument was acknowledged before me on the 10 day of April, 2020 by Chad Yearly, authorized representative of Windy Hill Farms Homeowners Association, Inc., a Texas nonprofit corporation, on behalf of said corporation.



Notary Public in and for the State of Texas



After Recording, Return to:
Manning & Meyers, Attorneys at Law
4340 N. Central Expressway, Suite 200
Dallas, TX 75206

Exhibits

- Exhibit A- Alcohol Policy
- Exhibit B- Clubhouse Closing Procedure
- Exhibit C- Clubhouse Reservation Agreement
- Exhibit D- Clubhouse Rules
- Exhibit E- Pool Cards
- Exhibit F- ACC Request Examples
- Exhibit G- ACC Standards
- Exhibit H- Articles of Incorporation

Exhibit A- Alcohol Policy

WINDY HILL FARMS HOMEOWNERS' ASSOCIATION ALCOHOL CONSUMPTION POLICY
(Revised 3-24-06)

The serving and consumption of alcoholic beverages at clubhouse activities can result in injuries and damages as well as liabilities to individuals and the Homeowners Association and therefore should be undertaken with great care. However, the Homeowners Association Board recognizes that consumption of moderate amounts of alcoholic beverages is often a feature of adult social occasions and therefore should be permitted so long as it is not done in a harmful or dangerous manner.

In order to permit the serving and consumption of alcoholic beverages at a clubhouse activity, the homeowners' association member who reserves the clubhouse for the activity agrees to enforce the following alcohol consumption rules for the member and all guests. Please note that no access to the pool area will be granted if alcohol is to be consumed.

The deposit will be double the typical amount if alcohol is to be consumed.

- The fact that alcohol will be served must be reported at the time of the clubhouse is reserved for an activity.
- No minors may be present when alcohol is served unless in the custody of a parent.
- No person shall be served or consume enough alcohol to become inebriated (defined as the minimum level of blood alcohol which would make it an offense to operate a motor vehicle under the laws of the City of Murphy and the state of Texas).
- Should any person consume more than a moderate amount of alcohol, that person shall be transported from the clubhouse by a designated driver who is not inebriated.
- No alcohol may be served or carried outside the clubhouse and covered patio area at any time.
- Absolutely no glass containers outside the clubhouse area at any time.
- All alcohol present at an activity shall be provided by the member or guests and no alcohol may be sold.

By Signing below, the homeowners' association member, and his or her guests, acknowledge the Homeowners' Association will be held harmless from any damage or injury incurred during use of the clubhouse.

Signature

Date

Exhibit B- Clubhouse Closing Procedure

Closing Procedures for the Clubhouse At Windy Hill Farms

1. Trash needs to be taken to the outside trash cans. New trash bags should be placed in all trash cans.
2. Kitchen counters, cabinets and sink should be cleaned
3. Kitchen floors should be swept and mopped
4. Refrigerator should be cleaned out and cleaned of dirty fingerprints and spills
5. Bathrooms need to be cleaned, swept and mopped
6. Bathroom doors should be cleaned of dirty fingerprints
7. Furniture should be moved back to its original position
8. Folding tables and chairs should be returned to their original positions. Stack tables next to refrigerator. Chairs hanging on wall brackets or stack outside kitchen / store room
9. All floors should be swept and mopped
10. Ceiling fans should be turned off
11. Fireplace should be turned off
12. All light should be turned off
13. Thermostat should remain locked.
14. Check to be sure all windows are locked
15. Check that front and back doors are shut completely and locked.

Please keep the Clubhouse clean!

Exhibit C- Clubhouse Reservation
Agreement

WINDY HILL FARMS

HOMEOWNER'S ASSOCIATION

Clubhouse Reservation Rules and Agreement

Revised (09/27/2019)

NOTICE: THIS RESERVATION ALLOWS EXCLUSIVE USE OF THE CLUBHOUSE ONLY. THERE IS NO EXCLUSIVE USE OF THE POOL. ALL RESIDENTS WILL HAVE ACCESS TO THE POOL DURING YOUR EVENT.

ELIGIBILITY: Only adult homeowner/members of Windy Hill Farms Homeowner Association ("Residents") will be eligible to reserve the clubhouse facilities. Restriction to rental/use may occur if previous rental resulted in damages or abuse of the facilities. Any resident may be restricted from rental/use of the clubhouse if delinquent in their homeowner association assessments.

RESERVATIONS: Reservations should be made exclusively through Spectrum Association Management, at reservations@spectrumam.com. Please keep in mind that the clubhouse is reserved on a first come, first service basis and reservations cannot be made until a completed agreement and deposit are received by the management company. It is the Resident's responsibility to follow-up with the management company to verify the signed agreement and deposit have been received. Please do not mail out any invitations (if applicable) without first getting confirmation that you have been placed on the calendar.

ACCESS: If an email address is not provided to the management company on this document then it is the resident's responsibility to obtain the front door code from the management company prior to their scheduled event. The code changes every Monday. The code will be given to you at the time of confirmation via phone call, or email. Any calls to the answering service after hours or on the weekend for clubhouse code, will result in a \$15.00 fee being charged to your account to offset this fee charged to the association on your behalf.

SECURITY DEPOSIT: A \$100.00 security deposit (**\$200.00 if serving alcohol**) is required at the time the reservation is made. The deposit will be held until after the rental date and inspection for damages and cleanliness of the clubhouse is completed. **IF YOU DO NOT SPECIFY 'RETURNED' OR 'SHREDDED' ON THE FORM IT WILL AUTOMATICALLY BE SHREDDED.** If you will be serving alcohol, an Alcohol Consumption Policy form must be requested and the applicable deposit must be submitted with your reservation on a separate

check. Please follow the closing/cleaning procedures checklist mailed or delivered to Spectrum Association Management, 5212 Tennyson Parkway STE #130, Plano, TX 75024. Checks should be made payable to: Windy Hill Farms HOA.

RESERVATION POLICY:

- Reservations can be made no more than six (6) months in advance as of the first of the month.
- Normal reservations (one-time non-recurring events) are limited to no more than four (4) reservations per calendar year per resident.
- Recurring reservations (reservations by a Resident on behalf of an approved group such as Boy Scouts, Bible study, Garden Club) are limited to no more than two (2) reservations per month per Resident.
- Recurring reservations can be made for only a one (1) month interval and can be renewed anytime during that month to extend the time for a month from the renewal date. This will allow other Residents to reserve that time if they reserve a month early.
- Recurring reservations can be limited by the WHF Board of Directors if they cause scheduling problems with other residents. If recurring reservations are repeatedly not used, then privileges will be revoked. (In order to allow all residents the opportunity to reserve the clubhouse, no recurring group event reservations are allowed during weekend days which include Friday, Saturday, and Sunday.
- Community of WHF Board or Committee functions take precedence for use and may be scheduled up to six (6) months in advance. WHF Board Members, Committee Chairs and Board-Designated individuals can reserve and use the clubhouse with no deposit and without this form for up to two (2) uses per month each.
- Nails, thumb tacks, or similar items are not allowed on the walls.
- Do not drag furniture or any other equipment on the floors of the clubhouse. Please treat the community clubhouse with respect.
- Do not stain or damage any furniture within the clubhouse.

DAMAGE: Any damage to the clubhouse or furniture will result in a fee determined by the board of directors.

TIME LIMITS: Reservations are limited to four (4) hours per day and all functions must end no later than midnight on the date of the reservation. The management company places an hour between events on the calendar to accommodate the need for set up and clean up so that does not need to be included in your four (4) hours. For those using the pool, all regular posted pool hours and all pool rules must be followed.

NO EXCLUSIVE POOL ACCESS WILL BE GRANTED

RULES AND REGULATIONS: NO PETS ALLOWED, NO ALCOHOLIC BEVERAGES WITHOUT SIGNED CONSUMPTION POLICY AND DEPOSIT, NO SMOKING, NO LOUD MUSIC, NO LOITERING IN PARKING LOT, AND NO FUNCTIONS TO BE HELD PAST MIDNIGHT. NO ALCOHOL OR GLASS CONTAINERS ALLOWED IN POOL AREA. ALL WINDY HILL FARM HOMEOWNERS ASSOCIATION RULES AND POLICIES ON CLUBHOUSE USE, ALCOHOL USE AND POOL MUST BE COMPLIED WITH.

By signing below, I have read, understand, and agree to adhere to all policies, rules and procedures for the use of the clubhouse as stated above. I understand that I am responsible for all damages and the cleaning of the clubhouse. I also understand that I will be charged for any damages which occurred during my reservation time of the clubhouse or for any costs obtained to clean the clubhouse. I acknowledge that I have received a copy of the clubhouse closing/cleaning procedures: Only adult homeowner/members of Windy Hill Farms Homeowner Association ("Residents") will be eligible to reserve the clubhouse facilities. Restriction to rental/use may occur if previous rental resulted in damages or abuse of the facilities. Any resident may be restricted from rental/use of the clubhouse if delinquent in their homeowner association assessments.

Click to Sign
Signature

Electronic Signature Consent

By checking here, you acknowledge you have read and understand the above terms, and are consenting to the use of your electronic signature in lieu of an original signature on paper. You have the right to request that you sign a paper copy instead. By checking here, you are waiving that right. After consent, you may, upon written request to us, obtain a paper copy of an electronic record. No fee will be charged for such copy and no special hardware or software is required to view it. Your agreement to use an electronic signature with us for any documents will continue until such time as you notify us in writing that you no longer wish to use an electronic signature. There is no penalty for withdrawing your consent. You should always make sure that we have a current email address in order to contact you regarding any changes, if necessary.

Full Name

Address

Home Phone

Work Phone

Email Address

Select Option

Duration

Date of Event

Recurring Event Dates

List dates of recurring events. Indicate Not Applicable if not having recurring events.

Time of Event

Start and End time

of Guests

Purpose of Reservation

Are you serving alcohol?

After my reservation, I would like my deposit check

WINDY HILL FARMS HOMEOWNERS' ASSOCIATION

ALCOHOL CONSUMPTION POLICY

The serving and consumption of alcoholic beverages at clubhouse activities can result in injuries and damages as well as liabilities to individuals and the Homeowners Association and therefore should be undertaken with great care. However, the Homeowners Association Board recognizes that consumption of moderate amounts of alcoholic beverages is often a feature of adult social occasions and therefore should be permitted so long as it is not done in a harmful or dangerous manner.

In order to permit the serving and consumption of alcoholic beverages at a clubhouse activity, the homeowners' association member who reserves the clubhouse for the activity agrees to enforce the following alcohol consumption rules for the member and all guests. Please note that no access to the pool area will be granted if alcohol is consumed.

The deposit will be double the typical amount if alcohol is consumed.

- The fact that alcohol will be served must be reported at the time the clubhouse is reserved for an activity.
- No minors may be present when alcohol is served unless in the custody of a parent.
- No person shall be served or consume enough alcohol to be inebriated (defined as the minimum level of blood alcohol which would make it an offense to operate a motor vehicle under the laws of the City of Murphy and the state of Texas)
- Should any person consume more than a moderate amount of alcohol, that person shall be transported from the clubhouse by a designated driver who is not inebriated.
- No alcohol may be served or carried outside the clubhouse and covered patio area at any time.
- Absolutely no glass containers outside the clubhouse area at any time.
- All alcohol present at an activity shall be provided by the member or guests and no alcohol may be sold.

By signing below, the homeowners' association member, and his or her guests, acknowledge the Homeowners' Association will be held harmless for any damage or injury incurred during use of the clubhouse.

Signature

Current Date: Fri Apr 24, 2020

Exhibit D- Clubhouse Rules

WINDY HILL FARMS H.O.A.

CLUBHOUSE RULES AND REGULATIONS

Right of use of recreation facilities is suspended during any period in which a homeowner is delinquent in the payment of any assessment duly established by the association.

USE: Only adult homeowner members of the H.O.A. are eligible to reserve the clubhouse. Only those involved in the function will be allowed to enter the clubhouse during the reserved time. An adult must be present during all functions at all times. Restriction to rental/use may occur if previous rental resulted in damages or abuse of the facility. Only the clubhouse may be reserved. The pool area may not be reserved!

ACCESS: The clubhouse is to be locked at all times unless it is being used for a pre-reserved function. Each homeowner is responsible for obtaining the codes to the clubhouse entrances (from the street and from the pool) from the management company. The doors to the clubhouse must be locked upon leaving.

FURNITURE: The furniture should be returned to its original position after use. Please, do not hang anything off of the ceiling fans. Movable furniture (in the back storeroom) can be used, but it must be cleaned and returned to the original storage area after use.

SMOKING: Smoking is strictly forbidden in the clubhouse!

FOOD: Food and drinks are allowed in the clubhouse at your own risk. Alcoholic beverages are not allowed in the clubhouse, or on clubhouse/pool grounds.

GUESTS: Members may bring guests free of charge, however guests must be limited so that the total number of people in the clubhouse never exceeds the **MAXIMUM CAPACITY FOR THE CLUBHOUSE OF 50 PEOPLE**. A member must accompany all guests at all times. The member is responsible for the actions of their guests. The member is also responsible for informing all guests of the rules and regulations outlined in this handout.

RESERVATION POLICY: Reservations are accepted no more than three (3) months of the function. Each homeowner is limited to no more than two (2) reservations per month for a five-hour period. A \$100.00 security deposit is required at the time the reservation is made. The deposit will be held until after the rental date and inspection for cleanliness and damages of the clubhouse is completed. Checks should be made payable

to Windy Hill Farms H.O.A. and delivered/mailed to the Management company. Community or committee functions take precedence for use and may be scheduled up to six(6) months in advance. Call the Management company to make a reservation.

MICROWAVE: The microwave is to be used by adults only. The microwave must be cleaned after use.

CLUBHOUSE CLEANLINESS: Cleaning supplies, paper towels, trash bags, etc. are in the kitchen cabinets and available for your use in cleaning the clubhouse after your function. We all enjoy using the Clubhouse and with that comes the responsibility of cleaning up after your function. A list of closing/cleaning procedures is posted in the kitchen to assist in cleaning up after your function.

TIME LIMITS: Reservations are limited to five hours. All clubhouse functions must end no later than midnight. For those using the pool, all regular pool hours must be followed. **NO EXCLUSIVE POOL ACCESS IS GRANTED.**

Exhibit E- Pool Cards

POOL ACCESS CARD INFORMATION

To obtain your first free access card, print, complete and sign both the pool access waiver and the association's pool rules.

Please return both, via mail or in person, to the Spectrum office located at 5212 Tennyson Pkwy, Plano, TX 75024. Your pool card will be mailed to your property address.

To purchase a **replacement** card, print, complete, and sign both the pool access waiver and the association's pool rules.

Please return both, via mail or in person, to the Spectrum office located at 5212 Tennyson Pkwy, Plano, TX 75024, along with your check or money order made payable to the HOA in the amount of \$10.00. Your replacement pool card will be mailed to your property address.

Exhibit F- ACC Request Examples

ACC REQUEST EXAMPLES STANDARDS TO DATE

GENERAL ACC REQUEST:

- Access and complete the current ACC form from the [Spectrum Association Management](#) web page. Log in to your Windy Hill Farms Homeowners Association account > Improvement Request > ACC Improvement Request > Submit ACC Request.
- A copy of a legal survey detailing with a reasonable hand drawn location of the requested change. This is easiest to obtain from their closing documents. This copy must contain all the build lines and easements.
- A "BOM" or Bill of Materials for the project.

PATIO COVERS AND STORAGE BUILDING EXAMPLE:

- Same as for the General ACC request noted above for the ACC Request Form and Legal Survey.
- The BOM for a prefab structure is satisfied with a copy of the store brochure for the product. It must detail the types of materials used for the flooring, the framing, the exterior wall material and the roof decking, as well as their product ratings for structural integrity.
- For Storage Buildings, the exterior paint color must be specified.
- For Patio Covers, the types and sizes of the columns and beams (we require cedar or pressure-treated) are required as well.
- The roofing material (shingles) must conform to our standard - Weathered Wood of any Vendor of at least 30-year durability.

SWIMMING POOLS:

- Same as for the General ACC request noted above for the ACC Request Form.
- A copy of a Legal Survey; however, the pool company is required to submit to the City a detailed survey of the pool's location so they can ensure no build line or easements are crossed. This document must be provided to the homeowner by the pool company and is to be sent in with the request as well.
- The BOM for this type of structure is satisfied by sending in a copy of the contract or project plan with any dollar amounts blacked out. The BOM is usually along one side of those two documents and it details what type of rebar, cement, stone and pumps, etc., will be used to make the pool.
- If landscaping is also being done, a plant list is required as well and again, all of this information is on one of the drawings provided to the homeowner by the pool company.

LANDSCAPING CHANGES:

- Same as for the General ACC request noted above for the ACC Request Form and Legal Survey.
- The BOM for this type of change is satisfied by making a general list containing the types and quantity of plants, trees and border/edging material for the project.
- The approximate location of the plants, trees and edging must be sketched by type on the survey using circles and labeling the circles.
- If the flower beds are being enlarged, the old and new locations must be sketched on the survey as well.

Exhibit G- ACC Standards

ACC STANDARDS STANDARDS TO DATE

07/2016 - For roofing, the committee has defined the following standard. Homes in WHF that require roof repair or replacement for any reason must use one of the following approved shingles. The shingles must be at least 25/30 year durability.

WHF HOA Approved Shingles		
MFG	Style	Color
GAF	Timberline HD	Weathered Wood
Owens Corning	TruDefinition Duration	Driftwood
Tamako	Heritage Classic	Weathered Wood
Armor Shield II		Weathered Wood

The ACC is NOT restricting the vendor in any way. Some shade differences will exist but as long as the homeowner can prove the roof meets this standard, no action will be taken by the HOA. Under these guidelines homeowners are NOT required to submit an ACC Change Request Form; however, they MUST follow all City of Murphy building codes; i.e., a building permit is required in most cases and all required inspections must pass.

12/2005 - No carports of any material will be allowed that directly attach to the garage or are adjacent to the entrance of the garage of any residence. Structures that are considered “patio covers” that cover driveway extensions must be approved on a per site basis and must conform to the patio cover standard below. All City of Murphy building codes must be followed; i.e., a building permit is required in most cases and all required inspections must pass.

06/2005 - All patio covers must be constructed of Cedar materials. No metal patio covers are allowed. The roofing materials must conform to the WHF Roofing standard unless otherwise approved as in some cases due to residence architecture metal roofs on patio covers will be allowed. All City of Murphy building codes must be followed; i.e., a building permit is required in most cases and all required inspections must pass.

09/2004 - No “Stand-Alone” flagpoles of any kind will be approved for front or side yard use. **Standard** “House or Fence” flagpole mounting kits will not need an ACC request form.

08/2003 - For fencing, the committee has defined the following standard. Homes in WHF that require fence repair or replacement for any reason must replace the current fence with one like the old fence; i.e., if a homeowner has a 6 foot fence, they can replace the fence with another 6 foot fence of the same caliber without submitting an ACC Change Request Form. If a homeowner currently has a 6 foot fence and wishes to install an 8 foot fence, then an ACC Change Request Form, along with

all the other supporting documentation (See the special note at the end of the standards listing), must be submitted before the project begins. As always every homeowner MUST follow all City of Murphy building codes; i.e., a building permit is required in most cases and all required inspections must pass.

Special Note: When submitting an ACC Request form, please be sure to include a Survey (provided at closing) which details the location, size, a bill of materials, any pertinent specifications, pictures, drawings or any other pertinent document related to a given project. Also please include only ONE project per request form.

Exhibit H- Articles of Incorporation

FILED
In the Office of the
Secretary of State of Texas

DEC 22 1999

ARTICLES OF INCORPORATION
OF
WINDY HILL FARMS HOMEOWNERS ASSOCIATION, INC. *Incorporations Section*

The undersigned, acting as Incorporator of a corporation under the Texas Non-Profit Corporation Act, does hereby adopt the following Articles of Incorporation for such corporation

ARTICLE I

NAME

The name of the corporation is WINDY HILL FARMS HOMEOWNERS ASSOCIATION, INC hereinafter called the "Association"

ARTICLE II

TYPE OF CORPORATION

The Association is a non-profit corporation and has no capital stock.

ARTICLE III

DURATION

The period of duration is perpetual.

ARTICLE IV

PURPOSES AND POWERS

The Association does not contemplate pecuniary gain or profit to its members, and the purposes for which it is formed are to provide for maintenance and preservation of the residence lots and common area within that certain real property described in that certain Declaration of Covenants, Conditions and Restrictions for WINDY HILL FARMS a subdivision in Murphy, Collin County, Texas (hereinafter called "said Declaration"), and such additional properties as may be added thereto from time to time by annexation or otherwise as provided in said Declaration and in these Articles, and to promote the health, safety and welfare of the residents within such properties and for these purposes the Association shall have the following powers.

(a) To exercise all of the powers and privileges and to perform all of the duties and obligations of the Association as set forth in said Declaration and as the same may be amended from time to time as therein provided, said Declaration being incorporated herein as if set forth at length;

(b) To fix, levy and collect (enforcing payment by any lawful means) all charges and assessments pursuant to the terms of said Declaration; to pay all expenses in connection therewith and all office and other expenses incident to the conduct of the business of the Association, including for example, but not by way of limitation, all licenses, taxes or governmental charges levied or imposed against the property of the Association.

(c) To purchase, receive, lease or otherwise own, hold, improve, build upon, operate, maintain, convey, sell, lease, transfer, dedicate for public use or otherwise dispose of real or personal property or to dedicate, sell or transfer all or any part of such real or personal property to a public agency for utilities or other purposes in accordance with applicable laws, rules and regulations in connection with the affairs of the Association;

(d) To borrow money, and with the assent of two-thirds (2/3) of Class A and Class B (if any) members to mortgage or pledge any or all of its real or personal property as security for money borrowed or debts incurred;

(e) To engage the services of agents, independent contractors or employees to manage, operate or perform all or any part of the affairs and business of the Association; and

(f) To have and exercise any and all powers, rights and privileges which a corporation organized under the Texas Non-Profit Corporation Act may now or hereafter have or exercise, and to do and perform any and all lawful things and acts which in its discretion are necessary or desirable in carrying out any or all of the purposes for which the Association is formed, and pay the costs and/or expenses in connection therewith.

Further, the Association shall have and exercise any and all powers, rights and privileges which may now and hereafter have or exercise

ARTICLE V

MEMBERSHIP

Every person or entity who is a record owner of a fee or undivided fee interest in any lot which is subject by covenants of record to assessment by the Association, including contract sellers, shall be a member of the Association. The foregoing is not intended to include persons or entities who hold an interest merely as security for the performance of an obligation. No owner shall have more than one membership. Membership shall be appurtenant to and may not be separated from ownership of any lot which is subject to assessment by the Association. Ownership of such lot shall be the sole qualification of membership.

The Bylaws of the Association may provide for suspension of membership for failure to pay assessments and for violation of the Rules and Regulations established by the Board of Directors

ARTICLE VI

VOTING RIGHTS

The Association shall have two classes of voting membership.

Class A. Class A members shall be all those Owners (as defined in the Declaration) with the exception of Declarant. Class A members shall be entitled to one vote for each lot in which they hold the interest required for membership by Article V. When more than one person holds such interest in any lot, all such persons shall be members. The vote for such lot shall be exercised as they among themselves determine, but in no event shall more than one vote be cast with respect to any lot.

Class B The Class B member shall be the Declarant (as defined in the Declaration), and shall be entitled to three (3) votes for each lot owned. The Class B membership shall cease and be converted to Class A membership on the happening of either of the following events, whichever occurs earlier.

(a) One Hundred Twenty (120) days after the conveyance of the lot which causes the total votes outstanding in the Class A membership to equal the total votes outstanding in the Class B membership; or

(b) Ten (10) years after conveyance by Declarant of the First Affected Lot (as defined in the Declaration);

provided however, that the Class B membership shall be reinstated upon annexation to the properties of any additional residential property and/or common area, but subject to further cessation in accordance with the limitations set forth in the preceding paragraphs (a) and (b) of this Article VI, whichever occurs first

ARTICLE VII

AGENT AND OFFICES

Mark V. Murray, Esq., c/o Glass, Phillips & Murray, P C , 2200 One Galleria Tower, 13355 Noel Road, L B 48, Dallas, Texas 75240-6657 constitutes the initial registered office and agent, respectively, of the Association. The principal office of the Association is located at 5495 Beltline Road, Suite 225, Dallas, Texas 75240.

ARTICLE VIII

BOARD OF DIRECTORS

The affairs of the Association shall be managed by a board of three (3) directors, who need not be members of the Association. The number of directors may be changed by amendment of the Bylaws of the Association. The names and addresses of the persons who are to serve until the election of their successors are.

<u>Director:</u>	<u>Address:</u>
John K. Pierret	5495 Beltline Road Suite 225 Dallas, Texas 75240
Robert Young	5495 Beltline Road Suite 225 Dallas, Texas 75240
Craig A. Knight	5495 Beltline Road Suite 225 Dallas, Texas 75240

At the first annual meeting the members shall elect one (1) director for a term of one (1) year, one (1) director for a term of two (2) years, and one (1) director for a term of three (3) years, and at each annual meeting thereafter the members shall elect the director(s) for a term a three (3) years to fill each expiring term

ARTICLE IX

MERGERS AND CONSOLIDATIONS

To the extent permitted by law, the Association may participate in mergers and consolidations with other non-profit corporations organized for the same purposes, provided that any such merger or consolidation shall have the assent of two-thirds of each class of voting membership, all subject, however, to the provisions relating to annexation as set forth in said Declaration

ARTICLE X

AUTHORITY TO MORTGAGE

After same has been conveyed to the Association, any mortgage by the Association of the common area defined in said Declaration shall have the assent of two-thirds (2/3) of the entire Class A membership and two-thirds (2/3) of the entire Class B membership, if any.

ARTICLE XI

AUTHORITY TO DEDICATE

The Association shall have power to dedicate, sell or transfer all or any part of the common area (after same has been conveyed to it) to any public agency, authority, or utility for such purpose and subject to such conditions as may be agreed to by the members. No such dedication or transfer may be effective unless an instrument has been signed by members entitled to cast two-thirds (2/3) of the votes of the entire Class A membership and two-thirds (2/3) of the entire Class B membership, if any, agreeing to such dedication, sale or transfer.

ARTICLE XII

DISSOLUTION

The Association may be dissolved with the assent given in writing and signed by not less than two-thirds (2/3) of the entire Class A membership and two-thirds (2/3) of the entire Class B membership, if any. Upon dissolution of the Association, the assets both real and personal of the Association, shall be dedicated to an appropriate public agency to be devoted to purposes as nearly as practicable the same as those to which they were required to be devoted by the Association. In the event that such dedication is refused acceptance, such assets shall be granted, conveyed and assigned to any non-profit corporation, association, trust or other organization to be devoted to those purposes and uses that would most nearly reflect the purposes and uses for which they were required to be devoted by the Association

ARTICLE XIII

MEETINGS FOR ACTIONS GOVERNED BY ARTICLES IX THROUGH XIII

In order to take actions under Articles IX through XIII, there must be a duly held meeting. Written notice, setting forth the purpose of the meeting shall be given to all members not less than thirty (30) days nor more than fifty (50) days in advance of the meeting. The presence of members or of proxies entitled to cast two-thirds (2/3) of the votes of each class of membership shall constitute a quorum. If the required quorum is not forthcoming at any meeting, another meeting may be called, subject to the notice requirement set forth above, and the required quorum at such subsequent meeting shall be two-thirds (2/3) of the required quorum of the preceding meeting. The Association may call as many subsequent meetings as may be required to achieve a quorum (the quorum requirement being reduced for each such subsequent meeting in accordance with the terms and provisions of the immediately preceding sentence). No such meeting shall be held more than sixty (60) days following the preceding meeting. In the event that voters constituting the required quorum are not present in person or by proxy, members not present may give their written consent to the action taken thereat.

ARTICLE XIV

AMENDMENTS

Amendments of these Articles shall require the assent of not less than three-quarters (3/4) of the entire membership, in the aggregate, of the Association.

ARTICLE XV

FHA/VA APPROVAL


As long as there is a Class B membership, the following actions will require the prior approval of the Federal Housing Administration or the Veterans Administration: Annexation of additional properties (except with respect to the annexation of certain lots as set forth in Section 5 of Article IX of said Declaration), mergers and consolidations, mortgaging of common area, dedication of common area, dissolution and amendment of these Articles.

ARTICLE XVI

INCORPORATOR

The name and address of the incorporator: Mark V. Murray, 2200 One Galleria Tower, L B 48, 13355 Noel Road, Dallas, Texas 75240-6657.

IN WITNESS WHEREOF, I have hereunto set my hand this ____ day of December, 1999.


Mark V. Murray

****Recording Page****



Filed and Recorded
Official Public Records
Stacey Kemp, County Clerk
Collin County, TEXAS
04/24/2020 01:57:47 PM
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Stacey Kemp