

BYLAWS
OF
THE HARBOR AT ADRIATICA RESIDENTIAL
CONDOMINIUMS ASSOCIATION, INC.

ARTICLE I
Name and Address

Section 1.1 Name. The name of this corporation shall be THE HARBOR AT ADRIATICA RESIDENTIAL CONDOMINIUMS ASSOCIATION, INC. (the "Residential Association").

Section 1.2 Address. The office of the Residential Association shall be at the place to be designated by the Board of Directors, subject to change upon notice to the Members of the Residential Association.

Section 1.3 Registered Agent. The Residential Association shall have and continuously maintain in the State of Texas a registered agent whose office is identical with the registered office of the Residential Association, as required by the Texas Non-profit Corporation Law (the "TNCL"). The registered office may be, but need not be, identical to the principal office in the State of Texas, and the registered office may be changed from time to time by the Board of Directors.

ARTICLE II
Applicability

These Bylaws shall be applicable to the Residential Association. In accordance with the terms of the Residential Declaration, Declarant (for such time as Declarant is the owner of any portion of the Condominium) and all present and future Owners shall be Members of the Residential Association and all Owners and any other persons permitted to use the Common Elements shall be subject to these Bylaws, the Residential Declaration, and to the Governing Documents. Ownership of any Unit or rental or occupancy of any portion of a Unit shall be conclusively deemed to mean that the Owner, tenant or occupant has accepted, ratified and will comply with these Bylaws, the Residential Declaration, and the other Governing Documents.

ARTICLE III
Purpose

The purpose of the Residential Association is to manage, or cause the management of the Condominium, to protect and enhance the value of the Condominium, including, without limitation, providing for the management, maintenance, repair and replacement of the Common Elements. The Residential Association does not contemplate pecuniary gain or profit to its Members as a result of membership in the Residential Association.

ARTICLE IV
Definitions and Interpretation

Section 4.1 Definitions. The following terms shall have the meanings set forth below:

"Act" means the Texas Uniform Condominium Act, Texas Property Code, Chapter 82, Section 82.001 et seq., as amended from time to time.

"Board of Directors" means those persons serving as Directors pursuant to Article VII of these Bylaws and their successors as duly elected and qualified from time to time.

"Code" means the Internal Revenue Code of 1986, as amended.

"Declarant" means Himalayan Ventures, LLC, a Texas limited liability company, or its successors or assigns, who acquire the Condominium or any portion thereof for the purposes of development and is designated, in writing, by Declarant as a successor declarant. A designation of a successor declarant must be recorded in the Official Public Records of Collin County, Texas.

"Director" means a member of the Board of Directors.

"Land" means that certain tract of real property situated in McKinney, Collin County, Texas, and more particularly described in the Residential Declaration, together with all and singular the rights and appurtenances pertaining thereto.

"Manager" means any professional manager or management company with whom the Residential Association contracts for the day-to-day management of the Condominium and/or the administration of the Residential Association and the Condominium.

"Member" means each Owner and Declarant (while Declarant owns any Unit).

"Regulations" means rules and regulations of the Residential Association which may be adopted by the Board of Directors and relating to the appearance, use, and occupancy of the Condominium, including exterior appearance, use and occupancy of the Units, as amended from time to time.

"Residential Declaration" means the Subordinate Condominium Declaration for The Harbor at Adriatica Residential Condominiums, a Sub-Condominium Located Within The Harbor at Adriatica Condominiums, and all recorded amendments thereto.

Any capitalized term that is not defined in this Section shall have the meaning given such term in the Residential Declaration.

Section 4.2 Interpretation. In the event of a conflict of interpretation between the provisions set forth in these Bylaws and the Residential Declaration, the Residential Declaration shall govern. In the event that the Code is hereafter amended or changed, both the Residential

Declaration and these Bylaws shall be interpreted in a manner which conforms to the provisions of the Code with respect to nonprofit entities, it being the intention to preserve the status of the Residential Association as a bona fide nonprofit entity.

ARTICLE V

Member

Section 5.1 Membership.

(a) Each Owner shall automatically be a Member of the Residential Association. The number of votes which each Member shall be entitled to cast with respect to any matter on which Members shall be entitled to vote shall be as set forth in the Residential Declaration. Cumulative voting shall not be allowed. All voting rights of an Owner may be suspended during any period that such Owner is delinquent in the payment of any Assessment duly established pursuant to the Residential Declaration, or otherwise in default under the terms of the Residential Declaration, the Certificate of Formation, these Bylaws, or any other Governing Document. Any matter described herein as requiring approval by a stated percentage or a majority of the Owners shall mean a stated percentage or a majority of those Owners who are then eligible to vote.

(b) In cases where more than one person owns a fee interest in a Unit, all such persons shall arrange among themselves for one of them to exercise the voting rights attributable to such Unit. If only one of the Owners is present at a meeting of the Members of the Residential Association, that person may cast that Unit's vote. If more than one of the Owners is present and after one Owner casts the Unit's vote, another Owner that is present makes prompt protest to the person presiding over the meeting, such vote shall not be counted unless such Owners can unanimously agree on such vote by the end of the meeting. Each person owning a portion of the fee interest in a Unit may vote or register protest to the casting of votes by the other persons owning portions of the fee interest in the same Unit through a statement duly executed by such Owner. If no protest is made immediately following the vote, the Residential Association shall deem the vote to be valid and the person exercising the vote to be duly authorized. An Owner may not revoke a proxy except by giving actual notice of revocation to the person presiding over the meeting.

(c) Membership of a Member in the Residential Association shall automatically terminate when such Member ceases to be an Owner; provided, however, that such termination shall not release or relieve such Member from any liability or obligation under the Residential Declaration that was incurred during such Member's period of ownership of a Unit.

Section 5.2 Affirmative Vote. Except as otherwise provided herein, in the Residential Declaration, or in the Act, the Members shall be entitled to vote upon any decision or resolution and the majority of votes cast shall determine the passage of any decision or resolution. Directors of the Residential Association shall be elected by a plurality of the votes cast by the Members entitled to vote in the election of directors of the Residential Association at a meeting of Members at which a quorum is present. A vote may be cast either in person or by proxy, by Members of record who are entitled to vote. Notice and quorum requirements shall be as set forth herein. Cumulative voting shall not be permitted. Any Member whose voting rights have been suspended under any provision of the Residential Declaration shall not be entitled to vote.

Section 5.3 Membership List. The Secretary shall be responsible for maintaining, at the principal office of the Residential Association, an updated list of Members and their last known addresses as provided by each Member in such form and containing such other information as required by the TNCL. The list shall also show opposite each Member's name the address of the Unit owned and the interest allocated to such Unit pursuant to the Residential Declaration. The list shall be revised by the Secretary to reflect changes in the ownership of Units occurring prior to the date of the annual or special meeting. The list shall be open to inspection by all Members and other persons lawfully entitled to inspect the list during regular business hours up to the date of the annual or special meeting. The Secretary shall also keep current and retain custody of the minute book.

Section 5.4 Proxies. Votes may be cast by written proxy or by ballot. Written proxies may be submitted by United States mail, delivered to the office of the Residential Association, delivered directly to the Secretary or delivered in such other manner as directed by the Residential Association including by facsimile or e-mail. A proxy vote shall be defined as a written vote submitted by a Member which either states the specific vote of the Member with respect to the issues, resolutions or election being voted on by the Members at the annual or special meeting or which is written permission for the Board of Directors or a specific Director to exercise the Member's vote as the Board of Directors or the specific Director sees fit. A proxy shall be valid for the meeting specified in the proxy or any valid continuation of such meeting. Each proxy shall be revocable unless otherwise expressly provided therein to be irrevocable. No proxy will be valid after eleven (11) months from the date of its execution unless otherwise provided therein. A Member may not revoke a proxy except by giving actual notice of revocation to the person presiding over the meeting.

ARTICLE VI

Meetings of the Members of the Residential Association

Section 6.1 Place of Annual and Special Meetings. All annual and special meetings of the Members of the Residential Association shall be held at the principal office of the Residential Association or at another suitable and convenient place permitted by law and fixed by the Board of Directors from time to time and designated in the notices of the meetings.

Section 6.2 Date of Annual Meetings. The first annual meeting of the Members shall be held within one (1) year after the Certificate of Formation of the Residential Association is filed with the Secretary of State of Texas. Thereafter, an annual meeting of the Members shall be held during each calendar year thereafter. The date, time and place of each annual meeting of the Members shall be determined by the Board of Directors by written notice to the Members. The Members may transact any business that may properly come before Members at such meeting.

Section 6.3 Notice of Annual Meetings. The Secretary shall mail notices of annual meetings to each Member directed to the most recent post office address provided to the Residential Association by such Member, as shown on the records of the Residential Association, by regular mail, postage prepaid. This notice shall be mailed not less than ten (10) or more than sixty (60) days before the date of the meeting and shall state the date, time and place of the meeting, the purpose or purposes thereof and the items on the agenda, including the specific nature of any proposed amendment or change to the Residential Declaration, the Certificate of Formation, these Bylaws, or the other Governing Documents.

Section 6.4 Special Meeting. A special meeting of the Members of the Residential Association may be called by the President, a majority of the Directors, or upon presentation to the Secretary of a petition stating the specific purpose of the special meeting, which petition has been signed by Members in good standing having not less than twenty-five percent (25%) of the votes entitled to be cast at such meeting.

Section 6.5 Notice of Special Meetings. The Secretary shall mail notice of any special meeting of the Members of the Residential Association to each Member in the manner provided in Section 6.3 of these Bylaws. The notice shall state the same items required by Section 6.3 of these Bylaws for notices of annual meetings. No business shall be transacted at any special meeting except as stated in the notice thereof.

Section 6.6 Member Quorum. At any duly convened meeting of the Members of the Residential Association, except as otherwise provided in the Certificate of Formation, the Residential Declaration, or this Bylaws, a quorum shall be present if persons entitled to cast at least fifty percent (50%) of the votes that may be cast are present in person or proxy at the beginning of the meeting.

Section 6.7 Agenda. The agenda at all meetings of the Members of the Residential Association shall include: (a) roll call; (b) proof of notice of meeting or waiver of notice; (c) approval of the minutes of the preceding meeting, if applicable; (d) reports of officers and committees; (e) election of Directors, if applicable; (f) unfinished business; (g) new business; and (h) adjournment.

Section 6.8 Action without Meeting by Written Ballot. Any action which may be taken by the vote of the Members at a regular or special meeting, other than the election of Directors, may be taken without a meeting if done in compliance with relevant provisions of the TNCL. If an action is taken without a meeting, the Board of Directors shall distribute a written ballot to every Member entitled to vote on the matter. The ballot shall set forth the proposed action, provide an opportunity to specify approval or disapproval of any proposal, and provide a reasonable time within which to return the ballot to the Residential Association. Approval by written ballot shall be valid only when the number of votes cast by ballot within the time period specified equals or exceeds the quorum required to be present at a meeting authorizing the action, and the number of approvals equals or exceeds the number of votes that would be required to approve the proposal at a regular or special meeting authorizing the action.

Section 6.9 Administration of Affairs. Subject to the provisions of the TNCL and the Governing Documents, the Residential Association shall be governed by the Board of Directors.

ARTICLE VII

Board of Directors

Section 7.1 Authority; Number of Directors; Declarant Control Period.

(a) The affairs of the Residential Association shall be governed by a Board of Directors. The initial Directors shall be three (3) in number and shall be those Directors named in the

Certificate of Formation. The minimum number of directors shall be three (3) and the maximum number of directors shall be five (5). The initial Directors shall serve until their successors are elected and qualified. Declarant shall have the right to appoint and remove members of the Board of Directors until the termination of the Declarant Control Period. During the Declarant Control Period, members of the Board of Directors do not need to be Owners. If Declarant voluntarily surrenders the right to appoint and remove members of the Board of Directors prior to the termination of the Declarant Control Period, Declarant may require that specified actions of the Board of Directors be subject to Declarant approval until the expiration of the Declarant Control Period.

(b) Other than as provided in Section 7.1 hereof, each Director shall be a Member in good standing, or in the case of an entity ownership of a Unit, a duly authorized agent or representative of the entity Owner. The authorized agent or representative of the entity Owner shall be designated as the Director in all correspondence or other documentation setting forth the names of the Directors.

Section 7.2 Term of Directors and Compensation. Except as otherwise set forth herein or in the Residential Declaration, each Director shall serve for a term of two (2) years and may serve an unlimited number of consecutive terms. The number of Directors may be changed by an amendment of these Bylaws, but in no event shall the number of Directors be less than three (3) or more than five (5). A Director shall take office upon his or her election or appointment and, absence, death, ineligibility, resignation, or removal, will hold office until his or her successor is elected or appointed. The Directors shall serve without compensation for such service.

Section 7.3 Nominations to Board of Directors. Persons may be nominated for election to the Board of Directors in either of the following ways:

(a) A Member who is not a Director and who desires to run for election to that position shall be deemed to have been nominated for election upon his or her filing with the Board of Directors of a written petition of nomination bearing the genuine signatures of at least two (2) other Members; or

(b) A Director who is eligible to be re-elected shall be deemed to have been nominated for re-election to the position he or she holds by signifying his or her intention to seek re-election in a writing addressed to the Board of Directors.

Section 7.4 Election of Directors. The nominee or nominees, as the case may be, receiving the highest number of votes shall be elected to the Board of Directors.

Section 7.5 Removal of Directors for Cause. If a Director breaches such Director's duties hereunder or violates the terms of the Residential Declaration or the other Governing Documents, such Director may be removed by Declarant during the Declarant Control Period and by a majority vote of the remaining Directors following the expiration of the Declarant Control Period. No Director shall have any voting rights nor may such Director participate in any meeting of the Board of Directors at any time that such Director is delinquent in the payment of any

Assessments or other charges owed to the Residential Association. Any Director that is ninety (90) days delinquent in the payment of Assessments or fails to attend three (3) consecutive meetings of the Board shall be removed as a Director.

Section 7.6 Vacancies on Board of Directors. Except with respect to Directors appointed by Declarant during the Declarant Control Period (which vacancies shall be filled by Declarant), if the office of any elected Director shall become vacant by reason of death, resignation, retirement, disqualification, removal from office or otherwise, the remaining Directors, at a special meeting duly called for such purpose, shall choose a successor. The successor Director shall fill the unexpired term of the directorship being vacated. At the expiration of the term of his or her position on the Board of Directors, the successor Director shall be re-elected or his or her successor shall be elected in accordance with these Bylaws.

Section 7.7 Removal of Directors by Members. Except with respect to the Directors appointed by Declarant during the Declarant Control Period (the removal of which shall only be caused by Declarant), Directors may be removed, with or without cause, by a majority vote of the Members at any special meeting of the Members of which notice has been properly given as provided in these Bylaws; provided the notice of the special meeting has also been given to the entire Board of Directors, including the individual Director whose removal is to be considered at the special meeting.

Section 7.8 Organizational Meeting of the Board of Directors. No later than twenty (20) days following each of (a) the filing of the Certificate of Formation with the Secretary of State of Texas, (b) the termination of the Declarant Control Period, and (c) each annual meeting of the Members of the Residential Association, the Board of Directors shall hold a regular meeting for the purposes of organization, election of officers, and transaction of other business. Notice of this meeting shall be given to all Directors in accordance with Section 7.11 of these Bylaws, except for the initial meeting, which shall be called by Declarant.

Section 7.9 Place of Meetings. All meetings of the Board of Directors shall be held at the principal office of the Residential Association or at any other place or places designated at any time by resolution of the Board of Directors or by written consent of all of the Directors. A meeting of the Board of Directors may be held by any method of communication, including electronic and telephonic, by which each Director may hear and be heard by every other Director, and any such meeting may involve consideration of any action, including any action involving a vote on a fine, damage assessment, appeal from a denial of architectural control approval, or suspension of a right of a particular Member before the Member has an opportunity to attend a meeting of the Board of Directors to present the Member's position on the issue.

Section 7.10 Regular Board of Directors Meetings. Regular meetings of the Board of Directors may be held at any time and place permitted by law as from time to time may be determined by the Board of Directors. Notice of regular meetings of the Board of Directors shall be given to each Director personally, by telegram, telephone, electronic mail, facsimile or by United States mail, with postage prepaid, directed to him or her at his or her last known post office address, as the same appears on the records of the Residential Association, at least ten (10) but not more than

forty (40) days before the date of the meeting. The notice shall state the date, time, place and purpose of the meeting. Meetings of the Board of Directors may be held by conference telephone; subject to the provisions of the TNCL.

Section 7.11 Special Board of Directors Meetings. Special meetings of the Board of Directors may be called by the President on his or her own accord or by the President or the Secretary upon the written request of any two (2) Directors, on at least three (3) days' prior notice to each Director by telegram, telephone, e-mail, facsimile, or by United States mail, with postage prepaid, sent to him or her at the last known post office address, phone number, facsimile number, or electronic mail address, as appears in the records of the Residential Association.

Section 7.12 Waiver of Notice. Before any meeting of the Board of Directors, whether regular or special, any Director may, in writing, waive notice of such meeting and such waiver shall be deemed equivalent to giving the required notice. All written waivers shall be filed in the Minute Book of the Residential Association or made a part of the minutes of the meeting. Attendance by a Director at any meeting of the Board of Directors shall likewise constitute a waiver by him of the required notice, unless the attendance is for the express purpose of objecting to the transaction of business at the meeting on the grounds that the meeting has not been properly called or convened. If all Directors are present at any meeting of the Board of Directors, no notice of the meeting shall be required and any business may be transacted at the meeting except as prohibited by law or these Bylaws.

Section 7.13 Directors Quorum. At all duly convened meetings of the Board of Directors, a majority of the Directors present in person (not by proxy) shall constitute a quorum for the transaction of business, except as otherwise expressly provided in these Bylaws. The acts of a majority of the Directors present at the meeting at which a quorum is present shall be the acts of the Board of Directors. If at any meeting of the Board of Directors there shall be less than a quorum present, the Directors present may adjourn the meeting from time to time and, at the adjourned meeting at which a quorum is present, any business which might have been transacted at the meeting as originally called may be transacted without further notice to any Director.

Section 7.14 Consent in Writing. Any action by the Board of Directors, including any action involving a vote on a fine, damage assessment, appeal from a denial of architectural control approval, or suspension of a right of a particular Member before the Member has an opportunity to attend a meeting of the Board of Directors to present the Member's position on the issue, may be taken without a meeting if all of the Directors shall unanimously consent in writing to the action. Such written consent may be given by mail, facsimile or e-mail, shall be filed in the minute book, and the notice required by the TNCL shall be given to the appropriate parties. Any action taken by such written consent shall have the same force and effect as if the action was approved by the unanimous vote of the Directors at a meeting of the Board of Directors.

Section 7.15 Records. The Board of Directors shall cause a complete record of all of its acts and the corporate affairs of the Residential Association to be kept and to present a general report thereof to the Members at each annual meeting of the Members of the Residential Association or at any special meeting of the Members of the Residential Association where a general report is requested in writing by one-third (1/3) of the Members entitled to vote.

Section 7.16 Powers and Duties. Subject to the TNCL and the Governing Documents, the Board of Directors shall have and exercise all powers and duties necessary for the proper administration of the affairs of the Residential Association. In the performance of its duties as the governing body of the Residential Association, subject to the limitations set forth in the Residential Declaration, the Board of Directors shall have all powers enumerated in Section 82.102 of the Act (except as otherwise provided in the Governing Documents), and in addition to those powers and duties set forth in the Act and the Residential Declaration, the Board of Directors shall have the powers and duties enumerated below. Each Director individually and the Board of Directors collectively shall perform the duties and powers of the Board of Directors in good faith as a fiduciary of the Residential Association, in a manner which the Director believes to be in the best interest of the Residential Association and with the care of a person of ordinary prudence under similar circumstances, including, but not limited to, reasonable inquiry, skill and diligence.

(a) Duties:

(i) provide for the operation, maintenance, management, insurance, cleaning, sanitation, renewal, replacement, care and upkeep of the Common Elements and all property, real or personal, of the Residential Association;

(ii) determine the Common Expenses and any other charges comprising the operating expenses of the Residential Association, establish the amount of Common Assessments, as the same may increase or decrease, and assess the same against the Members in accordance with the provisions of the Residential Declaration and these Bylaws;

(iii) levy and collect, in addition to Common Assessments, Special Assessments in amounts which the Board of Directors deems proper, whenever the Board of Directors is of the opinion it is necessary to do so in order to meet increased operating or maintenance costs or additional capital expenses or because of emergencies, subject to the limitations set forth in the Residential Declaration;

(iv) use and expend any sums collected from Common Assessments and Special Assessments for the operation, maintenance, renewal, care and upkeep of the Common Elements;

(v) maintain the Common Elements;

(vi) maintain a reserve fund out of Common Assessments adequate for the periodic maintenance, repair and replacement of the Common Elements;

(vii) maintain the working capital reserve established under the Residential Declaration and funded in accordance with the Residential Declaration;

(viii) pay all taxes and assessments levied or assessed against any property owned by the Residential Association, exclusive of any taxes or assessments levied against any Member or otherwise properly chargeable to a Member;

(ix) collect delinquent Assessments against any Unit and the Owner thereof, whether by suit or otherwise, and to abate any nuisance and enforce the terms of the Residential Declaration and the observance of the Regulations by injunction or other legal action or means which the Board of Directors may deem necessary or appropriate;

(x) establish operating, escrow and other accounts in the name of the Residential Association as the Board of Directors may deem appropriate from time to time;

(xi) adopt a budget for each fiscal year which shall contain estimates of the costs and expenses of the Residential Association and the proposed Common Assessments;

(xii) cause a complete review of the books and accounts of the Residential Association to be made by a competent independent public accountant at the end of each fiscal year and at any other time or times deemed necessary;

(xiii) maintain accounting records in accordance with generally accepted accounting principles;

(xiv) make and enforce compliance with the Regulations relative to the operation, use and occupancy of the Condominium, including, but not limited to, penalties to be levied for violations of these Bylaws, the Residential Declaration and the Regulations which the Board of Directors shall adopt, and to amend the same from time to time as and when approved by appropriate resolutions which shall be binding on the Owners, tenants and occupants of Units, their successors in title and assigns. A copy of the Regulations and copies of any amendments thereto shall be delivered or mailed to each Owner and any tenant or occupant of a Unit promptly upon the adoption thereof.

(b) Powers:

(i) employ and dismiss personnel of the Residential Association, and purchase or arrange for those services, machinery, equipment, tools, materials and supplies as, in the opinion of the Board of Directors, may from time to time be necessary for the proper operation and maintenance of the Common Elements;

(ii) subject to Section 7.20 of these Bylaws, enter into contracts for professional management of the Condominium and the Residential Association, at such prices and upon such terms as may be determined by the Board of Directors, to perform those duties and services which the Board of Directors may lawfully delegate;

(iii) employ or retain and receive advice from professional counsel and consultants, including, but not limited to, landscape architects, architects, engineers, planners, biologists, lawyers and accountants, which the Board of Directors may deem necessary for any proper purposes of the Residential Association, and fix the compensation for professional advice or services, including, but not limited to, those hereinbefore or hereinafter referred to in these Bylaws. The Board of Directors shall be entitled to rely in good faith on information, opinions, reports or statements, including financial statements and other financial data, in each case prepared or presented by any of the following: (A) one or more officers or employees of the Residential Association whom the Board of Directors reasonably believes to be reliable and competent in the matter presented; (B) counsel, public accountants or other persons as to the matters which the Board of Directors reasonably believes to be within the professional or expert competence of the person; and (C) a committee of the Board of Directors duly designated in accordance with law, as to matters within its designated authority, which committee the Board of Directors reasonably believes to merit confidence. The Board of Directors shall not be considered to be acting in good faith if it has knowledge concerning the matter in question that would cause this reliance to be unwarranted;

(iv) name as an insured or trustee, on behalf of the Residential Association, the Residential Association's authorized representative, including any trustee with which the Residential Association may enter into any insurance trust agreement or any successor to the trustee (each of which shall be referred to herein as the "Insurance Trustee"), to be given exclusive authority to negotiate losses under any policy providing property or liability insurance coverage. The Residential Association or any Insurance Trustee or substitute Insurance Trustee designated by the Residential Association shall have the exclusive power to act as attorney-in-fact for the purpose of purchasing and maintaining such insurance, including the collection and appropriate disposition of the proceeds thereof, the negotiation of losses, execution of releases of liability and the execution of all documents and the performance of all other acts necessary to accomplish these purposes;

(v) establish depositories for the funds of the Residential Association with the bank or banks as shall be designated from time to time by the Board of Directors and in which monies of the Residential Association shall be deposited. Withdrawal of monies shall be only by check signed by those persons who are authorized by the Board of Directors to sign checks on behalf of the Residential Association;

(vi) invest monies of the Residential Association in any investments which the Board of Directors deems to be reasonably prudent;

(vii) borrow and repay monies and give notes, mortgages or other security upon the terms which are deemed reasonable by the Board of Directors;

(viii) acquire by purchase, gift, annexation or lease, real or personal property, if, at any time in the future, the Board of Directors deems it to be proper and not inconsistent with the terms hereof to do so;

(ix) grant and reserve easements, leases, licenses or concessions where necessary or desirable for utilities, routes of ingress and egress, or any other purpose, over the Common Elements and to amend the Plat to show such interests;

(x) establish a form of estoppel certificate acceptable to the Residential Association for delivery to prospective purchasers and lenders and an appropriate charge for furnishing such certificate; and

(xi) do all things incidental and necessary to the accomplishment of the foregoing.

The duties imposed on and the powers granted to the Board of Directors by this Section shall not be amended so as to reduce, eliminate, or expand any duties or powers of the Board of Directors without the affirmative vote of at least fifty-one percent (51%) of the votes of Members voting at the meeting called to consider such amendment.

Section 7.17 Annual Budget and Assessments. Copies of the proposed budget setting forth the proposed annual Common Expenses, proposed reserves and proposed Assessments for the next fiscal year of the Residential Association shall be prepared by the Board of Directors and distributed to all Members at least thirty (30) days prior to the beginning of each fiscal year of the Residential Association and shall be available to all Members for inspection during regular business hours at the Residential Association's office. If the proposed budget is subsequently amended before the Assessments are made, a copy of the amended budget shall also be distributed and made available for inspection. Annual Common Expenses shall include, without limiting the generality of the foregoing, the estimated amounts necessary for maintenance and operation of the Common Elements and any and all other expenses related to the operation thereof and the cost of all promotional events and other programs of the Residential Association, including, but not limited to, the cost of common utility services, casualty and liability insurance, professional management expenses, administrative and office expenses, reserves and the costs associated with the administration of the Residential Association. Reserves shall include reasonable amounts to be credited, allocated or accumulated for replacement of those Common Elements that require replacement, renovation or rehabilitation periodically. Subject to the provisions of the Residential Declaration, nothing herein contained shall be construed as restricting the right of the Board of Directors, at any time and in its sole discretion, to levy a Special Assessment in the event that the budget as originally adopted shall appear to be insufficient to pay the cost of the operation or management of the Condominium or in the event of emergencies. Notwithstanding the foregoing,

certain of the Common Expenses will benefit less than all of the Owners and will therefore be allocated among some, but not all, of the Owners, all as more particularly set forth in the Residential Declaration.

Section 7.18. Liability; Conduct of Directors and Officers. No Member, Director, officer, or representative of the Residential Association shall be personally liable for the debts or liabilities of the Residential Association. A Director or officer is not liable to the Residential Association, any Member or any other person for any action, omission, or mistake in judgment by the Director or officer in such person's capacity as a Director or officer, whether negligent or otherwise, unless the Director's or officer's conduct was not exercised (a) in good faith, (b) with ordinary care, and (c) in a manner that the Director or officer reasonably believed to be in the best interests of the Residential Association. The liability of the officers and Directors of the Residential Association shall, to the fullest extent permitted by law, be limited by the TNCL.

Section 7.19 Management Certificate. The Residential Association shall record in the county in which the Condominium is located, a certificate, signed and acknowledged by an officer of the Residential Association stating:

- (a) the name of the Condominium;
- (b) the name of the Residential Association;
- (c) the location of the Condominium;
- (d) the recording data for the Residential Declaration;
- (e) the mailing address of the Residential Association, or the name and mailing address of the person or entity managing the Residential Association; and
- (f) other information the Residential Association considers appropriate.

A new certificate shall be recorded within thirty (30) days after the Residential Association receives notice of a change in any of the information listed in (a) through (e) herein.

Section 7.20 Manager. If the Board of Directors determines that it is in the best interest of the Residential Association to hire a professional manager for Condominium to facilitate the management of the Condominium and the administration of the Residential Association, the Board of Directors may delegate to a manager the responsibility for matters of a routine nature, renewable by agreement of the parties thereto for successive one (1) year periods only, and shall be subject to termination by either party, with or without cause and without payment of a termination fee, upon not more than thirty (30) days prior written notice.

Section 7.21 Open Meeting. Meetings of the Residential Association and the Board of Directors shall be open to all Members. Subject to applicable law, the Board of Directors shall have the right to adjourn a meeting and reconvene in private, closed executive session to consider any actions involving personnel, pending litigation, contract negotiations, or enforcement actions, or upon the request of an affected party, or to consider matters that are confidential in the opinion of the Board of Directors; provided, however, the Board of Directors shall announce the general nature of the business to be considered in such executive session prior to adjourning the meeting.

ARTICLE VIII

Officers

Section 8.1 Officers. The officers of the Residential Association shall be a President, one or more Vice Presidents, a Secretary, and a Treasurer. The offices of President and Secretary may not be held by the same person. The Secretary may be eligible to hold the office of Treasurer. The President and Treasurer must also be Directors. Neither the Secretary nor any Vice President need be a Director.

Section 8.2 Election. Except as set forth herein, the officers of the Residential Association shall be elected annually by the Board of Directors at the organizational meeting held pursuant to Section 7.9 of these Bylaws and shall hold office until their successors are elected or appointed by the Board of Directors; provided that each officer may be removed, either with or without cause, whenever in the best interest of the Residential Association, and his or her successor elected by the affirmative vote of a majority of the Directors at any annual or special meeting of the Board of Directors called for that purpose. The President and Secretary shall each serve for a term of two (2) years and the remaining officers shall serve for a term of one (1) year. The Board of Directors may, from time to time, appoint other officers who, in its judgment, are necessary. Any officer may resign at any time by giving written notice to the Board of Directors or to the President or Secretary of the Residential Association. Any resignation shall take effect as of the date of the receipt of the notice or any later time specified therein; unless specified therein, the acceptance of a written resignation shall not be necessary to make it effective.

Section 8.3 Vacancies. A vacancy in any office because of death, resignation, removal, disqualification or any other cause shall be filled by the affirmative vote of a majority of the Directors at any annual or special meeting of the Board of Directors called for that purpose.

Section 8.4 President. The President shall be the chief executive officer of the Residential Association and shall preside at all meetings of the Members of the Residential Association and the Board of Directors. The President shall have the general powers and duties usually vested in the office of the president of a property owners' association, including, but not limited to, the power to appoint committees from the Members from time to time as he or she may deem appropriate to assist in the conduct of the affairs of the Residential Association; provided, however, no such committee shall have the right to exercise the full authority of the Board of Directors. The President shall be an ex-officio member of all standing committees, if any. The President shall execute deeds, contracts and other instruments, in the name and on behalf of the

Residential Association and under its corporate seal when a seal is required, except when these documents are required or permitted by law to be otherwise executed, and except when the signing and execution thereof shall be delegated by the Board of Directors to another officer or agent of the Residential Association.

Section 8.5 Vice President. In the absence of the President or in the event of the President's inability or refusal to act, a Vice President shall perform the duties of the President, and when so acting shall have all the powers of and be subject to all of the restrictions upon the President. Any Vice President shall have only such powers and perform only such duties as the Board of Directors may from time to time prescribe or as the officers may from time to time delegate.

Section 8.6 Secretary. The Secretary shall attend all meetings of the Board of Directors and all meetings of the Members of the Residential Association and shall record all votes and the minutes of all meetings and proceedings, including resolutions, in the minute book. The Secretary shall perform the same duties for any committees when required. The Secretary shall have charge of the minute book, the records of the Residential Association and any papers which the Board of Directors shall direct the Secretary to keep; shall perform all duties incident to the office of Secretary, including, but not limited to, the sending of notice of meetings to the Members, the Directors and members of any committees; and shall perform any other duties which may be prescribed by these Bylaws or by the Board of Directors or the President. The Secretary shall also have custody of the corporate seal and shall affix the same to any instrument requiring it when authorized by the Board of Directors and shall attest or certify the same when appropriate. The Secretary shall keep, or cause to be kept, at the principal office of the Residential Association, a membership register showing the following: (a) the names and addresses of all Directors; (b) the names and addresses of all Members as provided by the Members; (c) the Unit that is owned by each Member; and (d) the vote of each Member. The Secretary shall prepare, execute and cause the recordation of amendments to the Residential Declaration on behalf of the Residential Association except when the preparation, execution and recordation thereof shall be delegated by the Board of Directors to another officer or agent of the Residential Association. Nothing shall prohibit the functions of the Secretary to be delegated to an agent of the Residential Association provided this delegation is approved by resolution of the Board of Directors. The delegation of the duties of the Secretary shall not relieve the Secretary from any responsibility related to overseeing and reviewing any duties performed by the agent.

Section 8.7 Treasurer. The Treasurer shall have the responsibility for the Residential Association's funds and securities, shall keep full and accurate accounts of receipts and disbursements in books belonging to the Residential Association, and shall deposit all monies, checks and other valuable effects in the name of and to the credit of the Residential Association in those depositories which may be designated from time to time by the Board of Directors. The Treasurer shall disburse the funds of the Residential Association, as the Treasurer may be ordered to do from time to time by the Board of Directors or by the President, and shall render to the President and the Directors at the regular meetings of the Board of Directors, or whenever they or either of them shall require, an account of his or her transactions as Treasurer and of the financial condition of the Residential Association. Nothing shall prohibit the functions of the Treasurer to be delegated to an agent of the Residential Association provided this delegation is approved by resolution of the Board of Directors. The delegation of the duties of the Treasurer shall not relieve

the Treasurer from any responsibility related to overseeing and reviewing any duties performed by the agent.

Section 8.8 Compensation. The officers of the Residential Association shall serve without compensation except that they shall be entitled to reimbursement for all expenses reasonably incurred in the discharge of their duties.

ARTICLE IX

Indemnification of Directors, Officers and Other Authorized Representatives

The Residential Association shall indemnify every Director and officer of the Residential Association against, and reimburse and advance to every Director and officer for, all liabilities, costs and expenses incurred in connection with such directorship or office and any actions taken or omitted in such capacity to the greatest extent permitted under the TNCL and all other applicable laws at the time of such indemnification, reimbursement or advance payment; provided, however, no Director or officer shall be indemnified for: (a) a breach of duty of loyalty to the Residential Association or the Members; (b) an act or omission not in good faith or that involves intentional misconduct or a knowing violation of the law; (c) a transaction from which such Director or officer received an improper benefit, whether or not the benefit resulted from an action taken within the scope of directorship or office; or (d) an act or omission for which the liability of such Director or officer is expressly provided for by statute.

ARTICLE X

Residential Association Books and Records

The Residential Association shall keep or cause to be kept (a) detailed financial records of the Residential Association in sufficient detail to enable the Residential Association to prepare a resale certificate in accordance with the provisions of Section 82.157 of the Act, (b) the plans and specifications used to construct the Condominium, (c) the name and mailing address of each Owner of a Unit; (d) voting records, proxies and correspondence relating to all amendments to the Residential Declaration, and (e) the minutes of all meetings of the Members of the Residential Association and the Board of Directors. All books and records of the Residential Association shall be available for inspection by the Owners, the First Mortgagees, and their respective agents and representatives, during normal business hours. All books and records of the Residential Association shall be kept in accordance with generally accepted accounting principles, consistently applied. If requested in writing by an Owner or First Mortgagee, the Residential Association shall furnish such requesting Owner or First Mortgagee copies of the financial statements of the Residential Association within ninety (90) days following the end of each fiscal year of the Residential Association. The Board of Directors shall further make available for the inspection by Owners, the First Mortgagees, and their respective agents and representatives, during normal business hours, the current version of the Governing Documents and all other documents affecting the Residential Association, the Owners, or the Condominium, as well as all amendments thereto and revisions thereof. Declarant shall furnish copies of the information set forth in this Section to the Residential Association on the date the first Unit is conveyed to an Owner. For purposes of this paragraph, "available" shall mean available for inspection, upon reasonable advance request of not less than twenty-four (24) hours, during regular business hours at the office of the Residential Association.

or the office of the Manager of the Residential Association. The cost of any copies shall be reimbursed to the Residential Association at a rate set by the Board of Directors.

ARTICLE XI

Dissolution and Termination

Upon dissolution of the Residential Association, the real and personal property of the Residential Association shall be distributed pursuant to the provision of the Residential Declaration or, if no such provision is made, distributed to one or more organizations which are exempt from taxation under Section 501(c)(3) of the Code.

ARTICLE XII

Insurance

Section 12.1 Types of Insurance. Commencing upon the first conveyance of any Unit to an Owner other than Declarant, the Residential Association shall obtain and maintain, as a Common Expense, the insurance coverages specified in the Residential Declaration, subject to such changes as all of the Directors shall determine, from time to time, to be in the interest of the Members.

Section 12.2 Named Insured. The name of the insured under the insurance policies shall be set forth substantially as follows:

"The Harbor at Adriatica Residential Condominiums Association, Inc. for the use and benefit of the individual owners (which owners may be designated by name if required by law)."

Notwithstanding the foregoing, the policies may be issued in the name of an authorized representative of the Residential Association, including any insurance trustee with which the Residential Association has entered into an insurance trust agreement for the use and benefit of the Owners. Loss payable provisions shall be in favor of the Residential Association (or such insurance trustee) as a trustee for each Owner and each such Owner's First Mortgagee. Each Owner and such Owner's First Mortgagee, if any, shall be beneficiaries of such policies in the percentage set forth as such allocated interest in the Residential Declaration.

Section 12.3 Mortgagee Coverage. Insurance policies shall contain such mortgagee protection clauses as may be required by the First Mortgagees and approved by the Board of Directors. No such policies or the constituent documents of the company issuing them shall contain any provisions requiring contributions or making assessments against the Residential Association, the Owners, or any First Mortgagee (or any successor or assign of any First Mortgagee), and none of such policies or such constituent documents shall provide that loss payments are contingent upon any action by such company's board of directors, policy holders or members. None of such policies shall contain any limiting clauses (other than insurance conditions) which could prevent any Owner or First Mortgagee from collecting insurance proceeds.

Section 12.4 Waiver of Subrogation. The Residential Association and each Owner by his or her possession or acceptance of title to a Unit hereby waives any and every claim which arises or may arise in its, his, or her favor against any other Owner or the Residential Association for any and all loss of or damage to, its, his, or her property located within or upon, or constituting a part of, the Condominium, which loss or damage is covered by valid and collectible fire and extended coverage insurance policies, to the extent such loss or damage is recoverable thereunder. Inasmuch as the foregoing mutual waivers will preclude the assignment of any of such claim by way of subrogation (or otherwise) to an insurance company (or any other party), the Residential Association and each Owner immediately shall give to each insurance company which has issued policies of insurance to such Owner, written notice of the terms of this mutual waiver, and cause such policies to be endorsed, if necessary, to prevent the invalidation of such coverages by reason hereof.

ARTICLE XIII Miscellaneous

Section 13.1 Fiscal Year. The fiscal year of the Residential Association shall be the calendar year unless the Board of Directors shall determine otherwise.

Section 13.2 Amendments to Bylaws.

(a) These Bylaws may be amended from time to time by (i) the affirmative vote of the majority of the Directors present at a meeting of the Directors at which a quorum is present or (ii) the affirmative vote, in person or by proxy, of at least sixty-seven percent (67%) of the votes cast by the Members voting at the meeting of Members called to consider such amendment.

(b) Members must be given notice of the meeting of Members required by Section 13.2(a)(ii) above not less than ten (10) or more than sixty (60) days preceding the date of the meeting. Any such notice shall include the specific amendment or other change proposed to be made to these Bylaws.

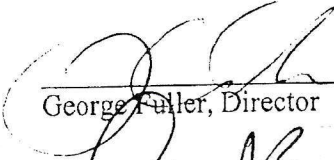
(c) Notwithstanding any other provision of these Bylaws, at no time shall any amendment be made to these Bylaws so as to affect or change any power granted to Declarant without the prior written consent of Declarant.

Section 13.3 Inspection of Bylaws. The Residential Association shall keep in its principal office the original or a copy of these Bylaws, as amended or otherwise altered to date, certified by the Secretary, which shall be open to inspection by the Members during normal business hours.

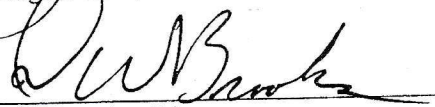
Section 13.4 Membership Minutes. The membership register and the minute book shall be open to inspection within one (1) business day of demand of any Member during the normal business hours of the Residential Association, for purposes reasonably related to his or her interest as a Member.

Section 13.5 Construction. Number and gender as used in these Bylaws shall extend to and include both singular and plural and all genders as the context and construction require.

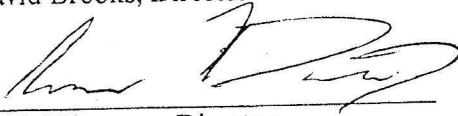
IN WITNESS WHEREOF, we, being all of the Directors of The Harbor at Adriatica Residential Condominiums Association, Inc., have hereunto set our hands as of the 21st day of August, 2013.



George Fuller, Director



David Brooks, Director



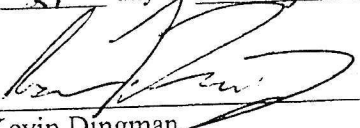
Kevin Dingman, Director

CERTIFICATION

The undersigned, does hereby certify:

That I am the duly elected and acting Secretary of The Harbor at Adriatica Residential Condominiums Association, Inc., a Texas non-profit corporation, and,

That the foregoing Bylaws of the Corporation, were duly adopted at a meeting of the Board of Directors of the Corporation, held as of the 21st day of August, 2013.


Kevin Dingman,
Secretary of The Harbor at Adriatica
Residential Condominiums Association, Inc.