



**NOTICE OF DEDICATORY INSTRUMENTS FOR
DEER RIDGE ESTATES HOMEOWNERS ASSOCIATION**

STATE OF TEXAS §
 § KNOW ALL PERSONS BY THESE PRESENTS
COUNTY OF PARKER §

This, NOTICE OF DEDICATORY INSTRUMENTS FOR DEER RIDGE ESTATES HOMEOWNERS ASSOCIATION ("Notice") is made the 8 day of August, 2016, by the DEER RIDGE ESTATES HOMEOWNERS ASSOCIATION, a Texas non-profit corporation ("Association").

WITNESSETH:

WHEREAS, the Association is the property owners' association created to manage or regulate the planned development covered by that certain Declaration of Covenants, Conditions and Restrictions recorded as for Deer Ridge Estates Ridge Addition dated May 12, 2003, and filed of record on May 20, 2003, in Vol. 2109 Pg. 715 (Doc # 00480725) in the Official Public Records of Parker County, Texas covering Phases I and II (the "Declaration"), and such amendments to the Declaration as follows (all such documents filed of record in the Official Public Records of Parker County, Texas): Amendment for Phase III in Vol. 2458 Pg. 1921; Amendment for Phase IV in Doc # 201401255; Amendment for Phase V in Doc # 20149303; Amendment for Phase VI in Doc # 201419689; Amendment for Phase VII in Doc # 201517638; and Amendment for Phase VIII in Doc # 201604047, all definitions and terms contained in the Declaration shall apply hereto and are incorporated herein by reference, and all terms capitalized herein and not defined herein shall have the same meaning as set forth in the Declaration; and

WHEREAS, Section 202.006 of the Texas Property Code provides that a property owners' association must file each dedicatory instrument governing the association in the real property records of the county in which the dedicatory instruments relate is located; and

WHEREAS, the Association desires to record the attached dedicatory instruments in the real property records of Parker County, Texas, pursuant to and in accordance with Section 202.006 of the Texas Property Code and for the purpose of providing public notice of the following dedicatory instruments affecting the owners of property within the subdivisions of **Deer Ridge Estates Ridge** ("Owner").

NOW THEREFORE, the dedicatory instruments attached hereto on Exhibit "A" are originals and are hereby filed of record in the real property records of Tarrant County, Texas, in accordance with the requirements of Section 202.006 of the Texas Property Code.

IN WITNESS WHEREOF, the Association has caused this Notice to be executed by its duly authorized agent as of the date first written above.

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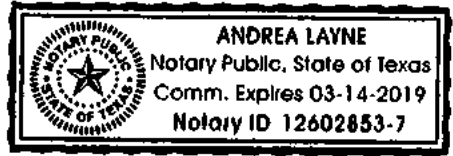
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DEER RIDGE ESTATES HOMEOWNERS ASSOCIATION, a Texas non-profit corporation

BY: *James R. Dunaway*
James R. Dunaway, Authorized Director

ACKNOWLEDGMENT

THE STATE OF *Texas* §
COUNTY OF *Tarrant* §
§



This instrument was acknowledged before me on the *8th* day of *August*, 2016, by James R. Dunaway, Authorized Director of Deer Ridge Estates Homeowners Association, a Texas non-profit corporation, on behalf of said non-profit corporation.

Andrea Layne
Notary Public in and for the State of Texas

Exhibit A
List of Documents to be Recorded

- A-1. Records Production Policy
- A-2. Records Retention Policy
- A-3. Payment Plan Policy
- A-4. Guidelines for Display of Certain Religious Items
- A-5. Guidelines for Solar Energy Devices
- A-6. Guidelines for Regulation of Certain Roofing Materials
- A-7. Guidelines for Rainwater Recovery Systems, Efficient Irrigation Systems, and Composting
- A-8. Guidelines for Display of Flags
- A-9. Guidelines for Voting, Tabulation of Ballots, and Access to Ballots Policy
- A-10. Guidelines for Standby Electric Generators
- A-11. Guidelines for Political Signs
- A-12. Guidelines for Xeriscapings
- A-13. Bylaws of Deer Ridge Estates Homeowners Associations, Inc.

A-1. Records Production Policy

**DEER RIDGE ESTATES HOMEOWNERS ASSOCIATION, INC.
RECORDS PRODUCTION POLICY**

This Records Production Policy was approved by the Board of Directors ("Board") for Deer Ridge Estates Homeowners Association, Inc. (the "Association") on the 8 day of August, 2016.

- I. Copies of Association records will be available to all owners upon proper request and at their own expense. A proper request:**
 - a. is sent certified mail to the Association's address as reflected in its most recent management certificate;
 - b. is from an owner, or the owner's agent, attorney, or certified public accountant; and
 - c. contains sufficient detail to identify the records being requested.

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

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

- COPIES 10 cents per page for a regular 8.5" x 11" page
50 cents per page for pages 11" x 17" or greater
Actual cost for specialty paper (color, photograph, map, etc.)
\$1.00 for each CD or audio cassette
\$3.00 for each DVD.
- LABOR \$15.00 per hour for actual time to locate, compile and reproduce the records (can only charge if request is greater than 50 pages in length).
- OVERHEAD 20% of the total labor charge (can only charge if request is greater than 50 pages in length).
- MATERIALS Actual costs of labels, boxes, folders, and other supplies used in producing the records, along with postage for mailing the records.

IV. The Association hereby adopts the following form of response to an Owner who request to inspect the Association's books and records:

[DEER RIDGE ESTATES HOMEOWNERS ASSOCIATION, INC. LETTERHEAD]

[Date]

[Name and Address]

Re: Response to Request to Inspect Association Records

Dear _____:

On _____, Deer Ridge Estates Homeowners Association, Inc. received your request to inspect the books and records of the Association. The books and records of the Association are available for you to inspect on regular business days, between the hours of 9:00 a.m. and 5:00 p.m. at the office of Deer Ridge Estates Homeowners Association, Inc. located at _____.

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

Very truly yours,

DEER RIDGE ESTATES HOMEOWNERS
ASSOCIATION, INC.

By: _____
Officer Name, Officer Title

V. The Association hereby adopts the following form of response to owners who request copies of specific records:

[DEER RIDGE ESTATES HOMEOWNERS ASSOCIATION, INC. LETTERHEAD]

[Date]

[Name and Address]

Re: Response to Request to Inspect Association Records

Dear _____:

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

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

Very truly yours,

DEER RIDGE ESTATES HOMEOWNERS
ASSOCIATION, INC.

By: _____
Officer Name, Officer Title

VI. If the estimated cost provided to the owner is more or less than the actual cost of producing the documents, the Association shall, within 30 days after

providing the records, submit to the owner either an invoice for additional amounts owed or a refund of the overages paid by the owner.

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

VIII. With regards to the inspection of ballots, only persons who tabulate ballots under Texas Property Code §209.00594 or performs a recount under Texas Property Code §209.0057 may be given access to the ballots cast in an election or vote.

CERTIFICATION

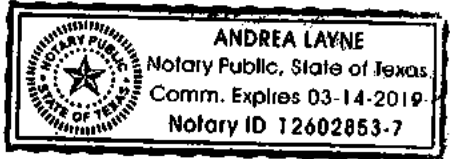
I, the undersigned, being the Authorized Director of the Deer Ridge Estates Homeowners Association, Inc., hereby certify that the foregoing Resolution was adopted by at least a majority of the Board of Directors of Deer Ridge Estates Homeowners Association.

DEER RIDGE ESTATES HOMEOWNERS ASSOCIATION, INC., a Texas non-profit corporation

BY: [Signature]
James R. Dunaway, Authorized Director

ACKNOWLEDGMENT

THE STATE OF Texas §
 §
COUNTY OF Tarrant §



This instrument was acknowledged before me on the 8th day of August, 2016, by James R. Dunaway, Authorized Director of Deer Ridge Estates Homeowners Association, a Texas non-profit corporation, on behalf of said non-profit corporation.

[Signature]
Notary Public in and for the State of Texas

A-2. Records Retention Policy

**DEER RIDGE ESTATES HOMEOWNERS ASSOCIATION, INC.
RECORDS RETENTION POLICY**

This Records Retention Policy was approved by the Board of Directors for Deer Ridge Estates Homeowners Association, Inc. (the "Association") on the 8 day of August, 2016.

The Association shall maintain its records as follows:

<u>Record</u>	<u>Retention Period</u>
Certificate of Formation/Articles of Incorporation, Bylaws, Declarations, and all amendments to those documents	Permanent
Financial books and records	Seven (7) years
Account records of current homeowners	Five (5) years
Contracts with a term of more than one (1) year	Four (4) years after contract expires
Minutes of Member meetings and Board meetings	Seven (7) years
Tax returns and audit records	Seven (7) years

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

CERTIFICATION

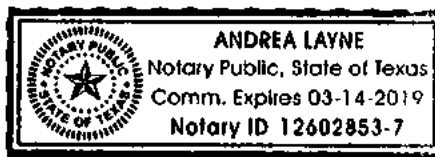
I, the undersigned, being the Authorized Director of Deer Ridge Estates Homeowners Association, Inc., hereby certify that the foregoing Resolution was adopted by at least a majority of the Board of Directors of Deer Ridge Estates Homeowners Association, Inc..

**DEER RIDGE ESTATES HOMEOWNERS
ASSOCIATION, INC.,** a Texas non-profit
corporation

BY: 
Jim Dunaway, Authorized Director

ACKNOWLEDGMENT

THE STATE OF Texas §
COUNTY OF Tarrant §



This instrument was acknowledged before me on the 8th day of August, 2016, by Jim Dunaway, Authorized Director of Deer Ridge Estates Homeowners Association, Inc., a Texas non-profit corporation, on behalf of said non-profit corporation.

Andrea Layne
Notary Public in and for the State of Texas

A-3. Payment Plan Policy

**DEER RIDGE ESTATES HOMEOWNERS ASSOCIATION, INC.
PAYMENT PLAN POLICY**

This payment plan policy was approved by the Board of Directors (the "Board") for the Deer Ridge Estates Homeowners Association, Inc. (the "Association") on the 8 day of August, 2016.

1. Owners are entitled to pay their assessments according to the terms of this approved payment plan policy as long as: (i) an owner has not failed to honor the terms of a previous payment plan during the past two (2) years; (ii) the thirty (30) day cure period provided to the owner to cure the delinquency before further collection action is taken has not yet expired; and (iii) the owner has not entered into a payment plan more than once in any twelve (12) month period. If an owner does not satisfy these requirements, the Association is not required to allow such owner to utilize a payment plan.
2. All payment plans require a down payment and monthly payments.
3. Upon written request, all owners entitled to pay their assessments pursuant to a payment plan are automatically approved for a payment plan consisting of ten percent (10%) down, with the balance paid off in six (6) monthly installments.
4. If an owner defaults on any payment plan, the payment plan is automatically terminated and the Association is not obligated to make another payment plan with the owner for the next two (2) years.
5. Alternative payment plan proposals must be submitted to and approved by the Board. The Board is not obligated to approve alternative payment plan proposals. No payment plan may be shorter than three (3) months or longer than eighteen (18) months.
6. The Association cannot charge late fees during the course of a payment plan, but can charge interest at the rate it is entitled to under the Declaration and can charge reasonable costs of administering the payment plan.
7. Application of Payments.

Payments from an owner shall be applied to owner's debt in the following order:

- 1) Any delinquent assessment;

- 2) Any current assessment;
- 3) Attorneys' fees or third party collection fees that apply solely to assessments or any other charges that could provide the basis for foreclosure;
- 4) Any other attorneys' fees;
- 5) Fines;
- 6) Any other amounts owed to the Association.

8. If at any time the Association receives a payment from an owner, the owner is in default under a payment plan entered in to with the Association:

- 1) The Association is not required to apply the payment in the order of priority specified in Section 7 above; and
- 2) In applying the payment, a fine assessed by the Association may not be given priority over any other amount owed to the Association.

CERTIFICATION

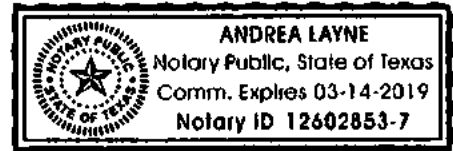
I, the undersigned, being the Authorized Director of Deer Ridge Estates Homeowners Association, Inc., hereby certify that the foregoing Resolution was adopted by at least a majority of the Board of Directors of Deer Ridge Estates Homeowners Association, Inc.

DEER RIDGE ESTATES HOMEOWNERS ASSOCIATION, INC., a Texas non-profit corporation

BY: *James R. Dunaway*
James R. Dunaway, Authorized Director

ACKNOWLEDGMENT

THE STATE OF Texas §
COUNTY OF Tarrant §



This instrument was acknowledged before me on the 8th day of August, 2016, by James R. Dunaway, Authorized Director of Deer Ridge Estates Homeowners Association, Inc., a Texas non-profit corporation, on behalf of said non-profit corporation.

Andrea Layne

A-4. Guidelines for Display of Certain Religious Items

**DEER RIDGE ESTATES HOMEOWNERS ASSOCIATION, INC.
GUIDELINES FOR DISPLAY OF
CERTAIN RELIGIOUS ITEMS**

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

WHEREAS the “Deer Ridge Estates Homeowners Association, Inc.” (the “Association”) is charged with administering and enforcing those certain covenants, conditions and restrictions contained in the recorded Declaration of Covenants, Restrictions and Easements for the various sections of the community (referred to collectively as “Declarations”); and

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

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

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

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

A-5. Guidelines for Solar Energy Devices

**DEER RIDGE ESTATES HOMEOWNERS ASSOCIATION, INC.
GUIDELINES FOR SOLAR ENERGY DEVICES**

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

WHEREAS the “Deer Ridge Estates Homeowners Association, Inc.” (the “Association”) is charged with administering and enforcing those certain covenants, conditions and restrictions contained in the recorded Declaration of Covenants, Restrictions and Easements for the various sections of the community (referred to collectively as “Declarations”); and

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

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

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

1. These guidelines apply to solar energy devices (“Devices”) as defined in Section 171.107(a) of the Texas Tax Code. A solar energy device means a system or series of mechanisms designed primarily to provide heating or cooling or to produce electrical or mechanical power by collecting and transferring solar-generated energy. The term includes a mechanical or chemical device that has the ability to store solar-generated energy for use in heating or cooling or in the production of power.
2. Such Devices may be installed with advance written approval of the appropriate Architectural Control Committee (“ACC”) subject to these guidelines.
3. Any such Device must be installed on land or structures owned by the Owner. No portion of the Device may encroach on adjacent properties or common areas.
4. Such Devices may only be installed in the following locations:
 - a. on the roof of the main residential dwelling; or
 - b. on the roof of any other approved structure, including, without limitation, patio covers; or
 - c. within a fenced yard or patio.
5. For Devices mounted on a roof, the Device must:

5. For Devices mounted on a roof, the Device must:
 - a. have no portion of the Device higher than the roof section to which it is attached; and
 - b. have no portion of the Device extend beyond the perimeter boundary of the roof section to which it is attached; and
 - c. conform to the slope of the roof; and
 - d. be aligned so that the top edge of the Device is parallel to the roof ridge line for the roof section to which it is attached; and
 - e. have a frame, brackets, and visible piping or wiring that is a color that matches the roof shingles or a silver, bronze or black tone commonly available in the marketplace; and
 - f. be located in a position on the roof which is least visible from any street or common area but does not reduce estimated annual energy production more than ten percent (10%), as determined by a publically available modeling tool provided by the National Renewable Energy Laboratory (www.nrel.gov) or equivalent entity over alternative roof locations.
6. For Devices located in a fenced yard or patio, no portion of the Device may extend above the fence. If the fence is not a solid fence which blocks view of the Device, the ACC may require the Device be placed in a location behind a structure or otherwise require visual screening. The ACC may consider installation of Devices on properties without a fenced yard if there is adequate screening from public view from any street or common area.
7. All Devices must be installed in compliance with manufacturer's instruction and in a manner which does not void material warranties. Licensed craftsmen must be used where required by law. Permits, including, without limitation, city permits, must be obtained where required by law.
8. Installed Devices may not:
 - a. threaten public health or safety; or
 - b. violate any law; or
 - c. substantially interfere with the use and enjoyment of land by causing unreasonable discomfort or annoyance to any adjoining property owner of ordinary sensibilities.
9. All Devices must be maintained in good repair.

The guidelines are effective upon recordation in the Public Records of the county in which the property subject to the Association is located, and supersede any guidelines for solar energy devices which may have previously been in effect. Except as affected by Section 202.010 and/or

by these guidelines, all other provisions contained in the Declarations or any other dedicatory instruments of the Association shall remain in full force and effect.

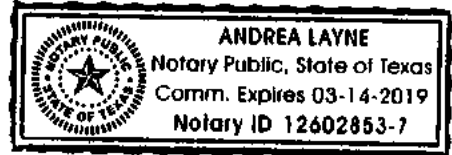
Approved and adopted by the Board on this 8 day of August, 2016.

DEER RIDGE ESTATES HOMEOWNERS ASSOCIATION, INC., a Texas non-profit corporation

BY: *James R. Dunaway*
James R. Dunaway, Authorized Director

ACKNOWLEDGMENT

THE STATE OF Texas §
COUNTY OF Tarrant §



This instrument was acknowledged before me on the 8th day of August, 2016, by James R. Dunaway, Authorized Director of Deer Ridge Estates Homeowners Association, Inc., a Texas non-profit corporation, on behalf of said non-profit corporation.

Andrea Layne
Notary Public in and for the State of Texas

A-6. Guidelines for Regulation of Certain Roofing Materials

**DEER RIDGE ESTATES HOMEOWNERS ASSOCIATION, INC.
GUIDELINES FOR REGULATION OF
CERTAIN ROOFING MATERIALS**

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

WHEREAS the "Deer Ridge Estates Homeowners Association, Inc." (the "Association") is charged with administering and enforcing those certain covenants, conditions and restrictions contained in the recorded Declaration of Covenants, Restrictions and Easements for the various sections of the community (referred to collectively as "Declarations"); and

WHEREAS chapter 202 of the Texas Property Code was amended effective June 17, 2011, to add Section 202.011 ("Section 202.011") thereto dealing with the regulation of certain roofing materials; and

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

NOW, THEREFORE, the Board has duly adopted the following *Guidelines for Regulation of Certain Roofing Materials* within the community.

1. The roofing materials described below may not be installed without prior written approval of the appropriate Architectural Control Committee ("ACC") or its equivalent.
2. The Association shall not prohibit an Owner who is otherwise authorized to install shingles on the roof of the Owner's property from installing shingles that:
 - A. Are designed to:
 - i. Be wind and hail resistant;
 - ii. Provide heating and cooling efficiencies greater than those provided by customary composite shingles;
 - iii. Provide solar generation capabilities; and
 - B. When installed:
 - i. Resemble the shingles used or otherwise authorized for use on property in the subdivision;
 - ii. Are more durable than and are of equal or superior quality to the shingles described in subsection (i) above; and

- iii. Match the aesthetics of the property surrounding the owner's property.

These guidelines are effective upon recordation in the Public Records of the county in which the property subject to the Association is located, and supersede any guidelines regarding certain roofing materials which may have previously been in effect. Except as affected by Section 202.011 and/or by these guidelines, all other provisions contained in the Declarations or any other dedicatory instruments of the Association shall remain in full force and effect.

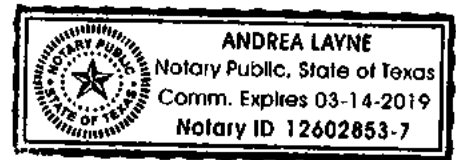
Approved and adopted by the Board on this 8 day of August, 2016.

DEER RIDGE ESTATES HOMEOWNERS ASSOCIATION, INC., a Texas non-profit corporation

BY: *James R. Dunaway*
 James R. Dunaway, Authorized Director

ACKNOWLEDGMENT

THE STATE OF Texas §
 COUNTY OF Tarrant §
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This instrument was acknowledged before me on the 8th day of August, 2016, by James R. Dunaway, Authorized Director of Deer Ridge Estates Homeowners Association, Inc., a Texas non-profit corporation, on behalf of said non-profit corporation.

Andrea Layne
 Notary Public in and for the State of Texas

**A-7. Guidelines for Rainwater
Recovery Systems, Efficient Irrigation
Systems, and Composting**

**DEER RIDGE ESTATES HOMEOWNERS ASSOCIATION, INC.
GUIDELINES FOR RAINWATER RECOVERY SYSTEMS,
EFFICIENT IRRIGATION SYSTEMS, AND COMPOSTING**

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

WHEREAS the “Deer Ridge Estates Homeowners Association, Inc.” (the “Association”) is charged with administering and enforcing those certain covenants, conditions and restrictions contained in the recorded Declaration of Covenants, Restrictions and Easements for the various sections of the community (referred to collectively as “Declarations”); and

WHEREAS chapter 202 of the Texas Property Code was amended effective September 1, 2011, to amend Section 202.007(d) (“Section 202.007”) and further amended effective September 1, 2013, with regard to rain barrels and rainwater harvesting systems (referred to collectively as “Rainwater Recovery Systems”), implementing efficient irrigation systems, and using drought-resistant landscaping or water conserving natural turf; and

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

NOW, THEREFORE, the Master Board has duly adopted the following *Guidelines for Rainwater Recovery Systems, Efficient Irrigation Systems, and Composting* within the community.

1. General Provisions

- a. Subject to written approval from the Architectural Control Committee (“ACC”), an owner or resident may:
 - i. implement measures promoting solid-waste composting of vegetation, including grass clippings, leaves, or brush, or leaving grass clippings uncollected on grass;
 - ii. install rain barrels or a rain water harvesting system; or
 - iii. implement efficient irrigation systems, including underground drip or other drip systems.
- b. If an owner or resident is planting new turf, the ACC must approve such turf in writing in order to encourage or require water-conserving turf.

2. Composting Devices

- a. The ACC shall regulate the size, type, shielding, and materials, for or the location of a composting device so long as it does not prohibit the economic installation of the device on the owner’s lot where there is reasonably sufficient area to install the device.

the device on the owner's lot where there is reasonably sufficient area to install the device.

- b. This policy does not require the ACC to permit a device as described in this policy to be installed in or on property:
 - i. owned by the Association;
 - ii. owned in common by the members of the Association; or
 - iii. in an area other than the fenced yard or patio of a property owner.

3. Efficient Irrigation Systems

The ACC shall regulate:

- i. the installation of efficient irrigation systems, including establishing visibility limitations for aesthetic purposes.
- ii. the installation or use of gravel, rocks, or cacti.

4. Rain Barrels and Rainwater Harvesting

- a. This policy does not require the ACC to permit a rain barrel or rainwater harvesting system ("rainwater recovery systems") to be installed in or on property if:
 - i. the property is:
 - 1. owned by the Association;
 - 2. owned in common by the members of the Association
 - 3. located between the front of the property owner's home and an adjoining or adjacent street; or
 - ii. the barrel or system:
 - 1. is of a color other than a color consistent with the color scheme of the property owner's home; or
 - 2. displays any language or other content that is not typically displayed by such a barrel or system as it is manufactured;
- b. Other than gutters and downspouts conventionally attached to a dwelling or appurtenant structure, all components of the rainwater recovery system, such as tanks, barrels, filters, pumps, motors, pressure tanks, pipes and hoses, must be substantially screened from public view from any street or common area. Screening may be accomplished by:
 - i. Placement behind a solid fence, a structure or vegetation; or
 - ii. By burying the tanks or barrels; or
 - iii. By placing equipment in an outbuilding otherwise approved by the ACC.
- c. A rain barrel may be placed in a location visible from public view from any street or common area only if the configuration of the guttering system on the structure precludes screening as described above with the following restrictions:
 - i. The barrel must not exceed 55 gallons;
 - ii. The barrel must be installed in close proximity to the structure on a level base with the guttering downspout leading directly to the barrel inlet at a substantially vertical angle;
 - iii. The barrel must be fully painted in a single color to blend with the adjacent home or vegetation; and

- iv. Any hose attached to the barrel discharge must be neatly coiled and stored behind or beside the rain barrel in the least visible position when not in use.
- d. Overflow lines from the rainwater recovery systems must not be directed onto or adversely affect adjacent properties or common areas.
- e. Inlets, ports, vents and other openings must be sealed or protected with mesh to prevent children, animals and debris from entering the barrels, tanks or other storage devices. Open top storage containers are not allowed; however, where space allows and where appropriate, the ACC-approved ponds may be used for water storage.
- f. Harvested water must be used and not allowed to become stagnant or a threat to health.
- g. All rainwater recovery systems must be maintained in good repair. Unused systems should be drained and disconnected from the gutters. Any unused systems in public view must be removed from public view from any street or common area.
- h. The ACC shall regulate the size, type, and shielding of, and the materials used in the construction of a rain barrel, rainwater harvesting device, or other appurtenance that is located on the side of a house or an any other location that is visible from a street, another lot, or a common area so long as:
 - i. it does not prohibit the economic installation of the device or appurtenance on the property owner's property; and
 - ii. there is a reasonably sufficient area on the property owner's property in which to install the device or appurtenance.

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

Approved and adopted this 8 day of August, 2016, by the Board of Directors of Deer Ridge Estates Homeowners Association, Inc.

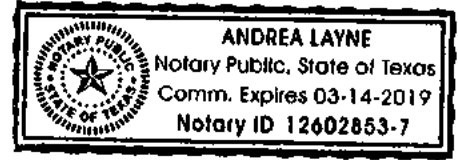
(Signatures on Next Page)

DEER RIDGE ESTATES HOMEOWNERS ASSOCIATION, INC., a Texas non-profit corporation

BY: *James R. Dunaway*
 James R. Dunaway, Authorized Director

ACKNOWLEDGMENT

THE STATE OF Texas §
 §
 COUNTY OF Tarrant §



This instrument was acknowledged before me on the 8th day of August, 2016, by James R. Dunaway, Authorized Director of Deer Ridge Estates Homeowners Association, Inc., a Texas non-profit corporation, on behalf of said non-profit corporation.

Andrea Layne
 Notary Public in and for the State of Texas

A-8. Guidelines for Display of Flags

**DEER RIDGE ESTATES HOMEOWNERS ASSOCIATION, INC.
GUIDELINES FOR DISPLAY OF FLAGS**

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

WHEREAS the “Deer Ridge Estates Homeowners Association, Inc.” (the “Association”) is charged with administering and enforcing those certain covenants, conditions and restrictions contained in the recorded Declaration of Covenants, Restrictions and Easements for the various sections of the community (referred to collectively as “Declarations”); and

WHEREAS chapter 202 of the Texas Property Code was amended effective June 17, 2011, to add Section 202.012 (“Section 202.012”) thereto regarding the display of flags; and

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

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

1. These Guidelines apply to the display of (“Permitted Flags”):
 - 1.1. the flag of the United States of America;
 - 1.2. the flag of the State of Texas; and
 - 1.3. the official or replica flag of any branch of the United States armed forces.
2. These Guidelines do not apply to any flags other than the Permitted Flags listed in section 1 above including, but not limited to:
 - 2.1. flags for schools, sports teams, businesses or foreign countries; or
 - 2.2. flags with marketing, seasonal, historical, commemorative, nautical, political or religious themes; or
 - 2.3. historical versions of the flags permitted in section 1 above.
 - 2.4. The display of all flags that are not Permitted Flags are prohibited without the advance written approval of the appropriate Architectural Control Committee (“ACC”). The ACC has the sole and absolute discretion to approve or reject such request, subject to the laws of the State of Texas and the United States of America. The ACC may prescribe specific guidelines for the display of such flags granted permission to be displayed under this Section 2 which may differ from the guidelines for Permitted Flags and such specific

guidelines may vary on an individual request basis as determined by the ACC.

3. Permitted Flags may be displayed subject to these guidelines. Advance written approval of the appropriate Architectural Control Committee ("ACC") is required for any free-standing flagpole associated with the display of Permitted Flags.
4. Permitted Flags must be displayed in a respectful manner in accordance with the current relevant federal, state or military code.
5. Permitted Flags must be displayed from a pole attached to a structure or to a free-standing pole. Permitted Flags may not be draped over or directly attached to structures. For example, a Permitted Flag may not be laid across a fence or stapled to a garage door.
6. Permitted Flags may be up to three foot (3') by five foot (5') in size.
7. Only one Permitted Flag may be displayed on a flagpole attached to a structure. Up to two Permitted Flags may be displayed on an approved free-standing flagpole that is at least fourteen feet (14') tall and up to twenty feet (20') tall.
8. Flagpoles must be constructed of permanent, long-lasting materials with an appropriate finish that is harmonious with the dwelling.
9. A flagpole attached to a structure may be up to six feet (6') long and must be securely attached with a bracket with an angle of thirty (30) to forty-five (45) degrees down from vertical. The flagpole must be attached in such a manner as to not damage the structure. One attached flagpole is allowed on any portion of a structure facing a street and one attached flagpole is allowed on the rear or backyard portion of a structure. Brackets which accommodate multiple flagpoles are not allowed.
10. Free-standing flagpoles may be up to twenty feet (20') tall, including any ornamental caps. Free-standing flagpoles must be permanently installed in the ground according to manufacturer's instructions. One free-standing flagpole is allowed, subject to applicable zoning ordinances, easements, and setbacks of record, in the portion of the property between the main residential structure and any street and one free-standing flagpole is allowed in the rear or backyard portion of a property.
11. Free-standing flagpoles may not be installed in any location described below:
 - 11.1. in any location other than the Owner's property; or
 - 11.2. within a ground utility easement or encroaching into an aerial easement; or
 - 11.3. beyond the side or rear setback lines (for example, on a lot with a 10' side setback line, a flagpole may not be installed closer than 10' from the side property line); or

- 11.4. beyond the front setback line (for example, on a lot with a 20' front setback line, a flagpole may not be installed closer than 20' from the front property line); or
- 11.5. closer to a dwelling on an adjacent lot than the height of the flagpole (for example, a 20' flagpole cannot be installed closer than 20' from an adjacent house).
12. Lighting may be installed to illuminate Permitted Flags if they are going to be displayed at night and if existing ambient lighting does not provide proper illumination. Flag lighting must:
 - 12.1. be ground mounted in the vicinity of the flag; and
 - 12.2. utilize a fixture that screens the bulb and directs light in the intended direction with minimal spillover; and
 - 12.3. points towards the flag and faces the main structure on the property or to the center of the property if there is no structure; and
 - 12.4. provide illumination not to exceed the equivalent of a sixty (60) watt incandescent bulb.
13. Flagpoles must not generate unreasonable noise levels which would disturb the quiet enjoyment of other residents. Each flagpole owner should take steps to reduce noise levels by using vinyl or plastic snap hooks, installing snap hook covers or securing a loose halyard (rope) around the flagpole with a flagpole clasp.
14. Flagpoles are allowed solely for the purpose of displaying Permitted Flags. If a flagpole is no longer used on a daily basis, it must be removed.
15. All flags and flagpoles must be maintained in good condition. Deteriorated flags must be removed and promptly replaced. Deteriorated or structurally unsafe flagpoles must be promptly repaired, replaced or removed.

The guidelines are effective upon recordation in the Public Records of the county in which the property subject to the Association is located, and supersede any guidelines for display of flags which may have previously been in effect. Except as affected by Section 202.012 and/or by these guidelines, all other provisions contained in the Declarations or any other dedicatory instruments of the Association shall remain in full force and effect.

Approved and adopted by the Board on this 8 day of August, 2016.

(Signature to follow on next page)

**A-9. Guidelines for Voting,
Tabulation of Ballots, and Access to
Ballots Policy**

**DEER RIDGE ESTATES HOMEOWNERS ASSOCIATION, INC.
VOTING, TABULATION OF BALLOTS,
AND ACCESS TO BALLOTS POLICY**

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

WHEREAS the “Deer Ridge Estates Homeowners Association, Inc.” (the “Association”) is charged with administering and enforcing those certain covenants, conditions and restrictions contained in the recorded Declaration of Covenants, Restrictions and Easements for the various sections of the community (referred to collectively as “Declarations”); and

WHEREAS chapter 209 of the Texas Property Code was amended, to add Sections 209.0056, 209.0057, 209.0058, 209.00592, and 209.00594 thereto regarding Voting, Tabulation of Ballots, and Access to Ballots Policy; and

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

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

I. NOTICE OF ELECTION OR ASSOCIATION VOTE

- A. For an election or vote taken at a meeting of the owners, not later than the 10th day or earlier than the 60th day before the date of the election or vote, the Association shall give written notice of the election or vote to:
 - (1) Each owner of property in the Association, for an Association wide election or vote.
 - (2) Each owner of property in the Association entitled under the dedicatory instruments to vote in a particular representative election, for a vote that involves election of representatives of the Association who are vested under the dedicatory instruments of the Association with the authority to elect or appoint board members of the Association.

- B. For an election or vote of owners not taken at a meeting, the Association shall give notice of the election or vote to all owners entitled to vote on any matter under consideration. The notice shall be given not later than the 20th day before the latest date on which a ballot may be submitted to be counted.

II. RECOUNT OF VOTES

- A. Within 15 days of the day of the meeting when any election or vote was held or the date of the announcement of the results of the election or vote, an Owner may require a recount if the request is submitted in writing either:
- (1) By verified mail or by USPS with signature confirmation to the Association's address in the management certificate; or
 - (2) In person to the Association's managing agent as reflected in the management certificate or to the address where the proxies are mailed.
- B. The Association must estimate the costs for performance of the recount by a person qualified to tabulate votes and must send an invoice for the estimated costs to the requesting owner at the owner's last known address according to Association records not later than the 20th day after the date the Association receives the owner's demand for the recount.
- C. The owner demanding a recount must pay the invoice described by Subsection II.B. above in full to the Association on or before the 30th day after the date the invoice is sent to the owner.
- D. If the invoice described by Subsection II.B. is not paid by the deadline prescribed by Subsection II.C., the owner's demand for a recount is considered withdrawn and a recount is not required.
- E. If the estimated costs under Subsection II.B. are lesser or greater than the actual costs, the Association must send a final invoice to the owner on or before the 30th business day after the date the results of the recount are provided. If the final invoice includes additional amounts owed by the owner, any additional amounts not paid to the Association before the 30th business day after the date the invoice is sent to the owner may be added to the owner's account as an assessment. If the estimated costs exceed the final invoice amount, the owner is entitled to a refund. The refund shall be paid to the owner at the time the final invoice is sent under this Subsection II.E.
- F. At the Owner's expense, the Association shall retain the services of a person qualified to tabulate votes. The Association shall enter into a contract for the services of a person who:

- (1) Is not a member of the Association or related to a Board member within the third degree of consanguinity or affinity; and
 - (2) Is a current or former county judge, county elections administrator, justice of the peace, or county voter registrar; or
 - (3) A person agreed on by the Association and each person requesting the recount.
- G. On or before the 30th day after the date of receipt of payment for the recount, the recount must be completed and the Association must provide each owner who requested the recount with notice of the results of the recount.
- H. If the recount changes the results of the election, then the Association shall reimburse the requesting owner for the cost of the recount not later than the 30th day after the date the results of the recount are provided.
- I. Any action taken by the Board in the period between the initial election vote tally and the completion of the recount is not affected by any recount.

III. BALLOTS

- A. Any vote cast in an election or vote by a member of the Association must be in writing and signed by the member.
- (1) Electronic votes constitute written and signed ballots.
 - (2) In an Association-wide election, written and signed ballots are not required for an uncontested race.

IV. RIGHT TO VOTE

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

V. VOTING: QUORUM

- A. Unless a dedicatory instrument provides otherwise, the Association is not required to provide an owner with more than one voting method so long as an owner may vote by absentee ballot or proxy.
- B. The voting rights of an owner can be cast in the following manner:
- (1) In person or by proxy at a meeting of the Association; or

- (2) By absentee ballot; or
- (3) By electronic ballot; or
- (4) By any method of representative or delegated voting provided by a dedicatory instrument.

B. Absentee or electronic ballot:

- (1) May be counted as an owner present and voting for the purpose of establishing a quorum only for items appearing on the ballot;
- (2) May not be counted if the owner attends the meeting to vote in person;
- (3) May not be counted on the final vote of a proposal if the motion was amended at the meeting to be different from the exact language on the absentee or electronic ballot. A nomination taken by from the floor in a board member election is not considered an amendment to the proposal for the election.

C. A solicitation for votes by absentee ballot must include:

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

D. Electronic ballot means a ballot given by:

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

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

VI. TABULATION OF AND ACCESS TO BALLOTS

- A. A person who is a candidate in an Association election, or who is otherwise the subject of an Association vote, or a person related to that person within the third degree of consanguinity or affinity, may not tabulate or otherwise be given access to the ballots cast in that election or vote.
- B. A person, other than a person described above may tabulate votes in an Association election or vote.
- C. A person who tabulates votes or who performs a recount may not disclose to any other person how an individual voted.
- D. Only a person who tabulates votes under Texas Property Code §209.00594 or performs a recount under Texas Property Code §209.0057 may be given access to the ballots cast in the election or vote.
- E. This section may not be construed to affect a person's obligation to comply with a court order for the release of ballots or other voting records.

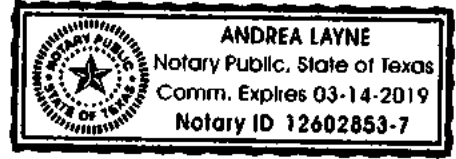
This Policy is effective upon recordation in the Public Records of the county in which the property subject to the Association is located, and supersedes any policy regarding voting, tabulation of ballots, and access to ballots which may have previously been in effect. Except as affected by Sections 209.0056, 209.0057, 209.0058, 209.00592, and 209.00594, and/or by this Policy, all other provisions contained in the Declarations or any other dedicatory instruments of the Association shall remain in full force and effect.

Approved and adopted by the Board on this 8 day of August, 2016.

**DEER RIDGE ESTATES HOMEOWNERS
ASSOCIATION, INC.**, a Texas non-profit
corporation

BY: 
James R. Dunaway, Authorized Director

ACKNOWLEDGMENT



THE STATE OF Texas §
COUNTY OF Tarrant §
§

This instrument was acknowledged before me on the 8th day of August, 2016, by James R. Dunaway, Authorized Director of Deer Ridge Estates Homeowners Association, Inc., a Texas non-profit corporation, on behalf of said non-profit corporation.

Andrea Layne
Notary Public in and for the State of Texas

A-10. Guidelines for Standby Electric Generators

**DEER RIDGE ESTATES HOMEOWNERS ASSOCIATION, INC.
GUIDELINES FOR STANDBY ELECTRIC GENERATORS**

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

WHEREAS the “Deer Ridge Estates Homeowners Association, Inc.” (the “Association”) is charged with administering and enforcing those certain covenants, conditions and restrictions contained in the recorded Declaration of Covenants, Restrictions and Easements for the various sections of the community (referred to collectively as “Declarations”); and

WHEREAS chapter 202 of the Texas Property Code was amended effective June 19, 2015, to add Section 202.019 (“Section 202.019”) thereto dealing with and providing guidelines for the regulation of standby electric generators; and

WHEREAS, the Board of Directors (“Board”) of the Association has determined that in connection with maintaining the aesthetics and architectural harmony of the community, and to provide clear and definitive guidance regarding standby electric generators therein, it is appropriate for the Association to adopt guidelines regarding standby electric generators within the community,

NOW, THEREFORE, the Board has duly adopted the following *Guidelines for Standby Electric Generators* within the community.

1. Standby electric generators (“SEG”) as defined in Section 202.019 are permitted to the extent required by Section 202.019, subject to the following guidelines, which shall be reasonably applied and enforced.
2. An SEG may be installed with advance written approval of the appropriate Architectural Control Committee (“ACC”) subject to these guidelines.
3. The SEG must be installed and maintained in compliance with manufacturer’s specifications and applicable governmental health, safety, electrical and building codes.
4. All electrical, plumbing, and fuel line connections for the SEG shall be installed only by licensed contractors and all electrical connections must be installed in accordance with applicable governmental health, safety, electrical and building codes.
5. All natural gas, diesel fuel, biodiesel fuel, or hydrogen fuel line connections for the SEG shall be installed in accordance with applicable governmental health, safety, electrical and building codes.

6. All liquid petroleum gas fuel line connections shall be installed in accordance with rules and standards promulgated and adopted by the Railroad Commission of Texas and other applicable governmental health, safety, electrical and building codes.
7. All nonintegral standby electric generator fuel tanks for the SEG shall be installed and maintained to comply with applicable municipal zoning ordinances and governmental health, safety, electrical, and building codes.
8. The SEG, its electrical and fuel lines shall all be maintained in good condition.
9. If a component of an SEG, including electrical or fuel lines, is deteriorated or unsafe then that component shall be repaired, replaced or removed as appropriate.
10. The SEG shall be screened in accordance with plans submitted to and approved by the Association, if it is:
 - a. visible from the street faced by the dwelling,
 - b. located in an unfenced side or rear yard of a residence and is visible either from an adjoining residence or from adjoining property owned by the Association, or
 - c. located in a side or rear yard fenced by a wrought iron or residential aluminum fence and is visible through the fence either from an adjoining residence or from adjoining property owned by the Association.
11. The SEG shall be periodically tested in accordance with the manufacturer recommendations.
12. The SEG shall not be used to generate all or substantially all of the electrical power to the residence, except when utility-generated electrical power to the residence is not available or is intermittent due to causes other than nonpayment for utility service to the residence.
13. The SEG shall be located in a location submitted to and approved by the Association.
14. The SEG shall not be located on property owned or maintained by the Association or owned in common by the Association.
15. The location required by the Association for a SEG may not increase the cost of installing the SEG by more than 10% or increase the cost of

installing and connecting the electrical and fuel lines for the SEG by more than 20%.

These guidelines are effective upon recordation in the Public Records of the county in which the property subject to the Association is located, and supersede any guidelines regarding standby electric generators which may have previously been in effect. Except as affected by Section 202.019 and/or by these guidelines, all other provisions contained in the Declarations or any other dedicatory instruments of the Association shall remain in full force and effect.

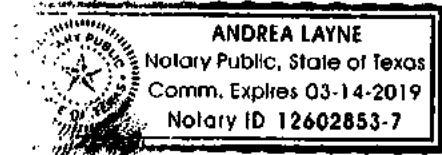
Approved and adopted by the Board on this 8 day of August 2016.

DEER RIDGE ESTATES HOMEOWNERS ASSOCIATION, INC., a Texas non-profit corporation

BY: *James R. Dunaway*
James R. Dunaway, Authorized Director

ACKNOWLEDGMENT

THE STATE OF Texas §
 §
COUNTY OF Tarrant §



This instrument was acknowledged before me on the 8th day of August, 2016, by James R. Dunaway, Authorized Director of Deer Ridge Estates Homeowners Association, Inc., a Texas non-profit corporation, on behalf of said non-profit corporation.

Andrea Layne
Notary Public in and for the State of Texas

A-11. Guidelines for Political Signs

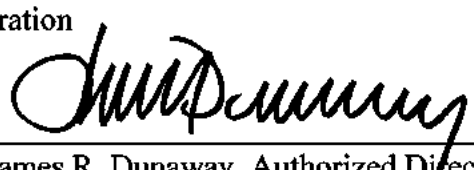
7. Signs must be ground mounted with small wood or metal stakes and the top of the Sign may be no higher than six (6) feet above the ground. Signs may not be painted onto architectural surfaces such as buildings, walls, or fences. Signs may not be attached to buildings, structures, walls, fences, trees, landscaping, utility poles, traffic control devices, light poles, vehicles, trailers, or other objects. Bumper stickers are not prohibited by these guidelines.
8. Signs must be made of standard political signage materials and may not contain roofing material, siding, paving material, flora, balloons, lights, or any other similar building, landscaping, or nonstandard decorative component.
9. No Sign may be displayed which is accompanied by music or other sounds or by streamers, balloons, or lights or is otherwise distracting to motorists.
10. No Sign may be displayed which contains language, graphics or any display that would be offensive to the ordinary person.
11. No Sign may be placed in a manner which violates any law or threatens public health or safety.
12. As authorized by Section 202.009, the Association is authorized to remove any Sign displayed in violation of these guidelines.

The guidelines are effective upon recordation in the Public Records of the county in which the property subject to the Association is located, and supersede any guidelines for solar energy devices which may have previously been in effect. Except as affected by Section 202.009 and/or by these guidelines, all other provisions contained in the Declarations or any other dedicatory instruments of the Association shall remain in full force and effect.

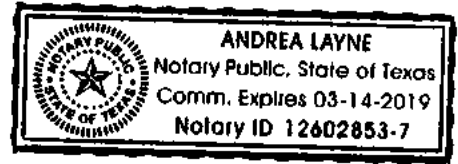
Approved and adopted by the Board on this 8 day of August, 2016.

**DEER RIDGE ESTATES HOMEOWNERS
ASSOCIATION, INC.**, a Texas non-profit
corporation

BY: _____


James R. Dunaway, Authorized Director

ACKNOWLEDGMENT



THE STATE OF Texas §
 §
COUNTY OF Tarrant §

This instrument was acknowledged before me on the 8th day of August, 2016, by James R. Dunaway, Authorized Director of Deer Ridge Estates Homeowners Association, Inc., a Texas non-profit corporation, on behalf of said non-profit corporation.

Andrea Layne
Notary Public in and for the State of Texas

A-12. Guidelines for Xeriscapings

**DEER RIDGE ESTATES HOMEOWNERS ASSOCIATION, INC.
GUIDELINES FOR XERISCAPING**

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

WHEREAS the “Deer Ridge Estates Homeowners Association, Inc.” (the “Association”) is charged with administering and enforcing those certain covenants, conditions and restrictions contained in the recorded Declaration of Covenants, Restrictions and Easements for the various sections of the community (referred to collectively as “Declarations”); and

WHEREAS chapter 202 of the Texas Property Code was amended effective September 1, 2013, to amend or add Sections 202.007(a)(4), 202.007(d)(8), and 202.007(d-1) thereto dealing with the limited right to install drought resistant landscaping or water-conserving natural turf; and

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

NOW, THEREFORE, the Board has duly adopted the following *Guidelines for Xeriscaping* within the community.

Xeriscaping means using native and adapted plants that will grow and sustain themselves with low water requirements and that can tolerate heat and drought conditions. Benefits of xeriscaping include: substantial cost savings on water bills; conservation of diminishing water resources during drought periods; prevention of pollution of surface and groundwater from environmentally harmful runoff; and reduced yard maintenance requirements.

Xeriscape may be installed upon submission to and approval by the Architectural Control Committee (“ACC”).

Prior to changing their landscape homeowners must submit a request for variance to the using the appropriate variance form promulgated by the ACC. The request must include an outline of the project and a design plan, as well as details of the types of plants, the ground covers, border materials, and hardscape materials to be used. Allow up to 30 days for approval of the variance request, the ACC may request a site visit and additional information or changes to the plan that may cause final approval to take longer. Installation of the new xeriscape cannot begin until the variance has been approved. The ACC must review the variance request to ensure, to the extent practicable, maximum aesthetic compatibility with other landscaping in the community. However, the ACC is prohibited from unreasonably denying or withholding approval of a proposed xeriscape plan variance request or unreasonably determining that the proposed xeriscape plan is aesthetically incompatible with other landscaping in the community.

Once installation of the xeriscape plan has commenced, the project must be completed within sixty (60) days of commencement. If the project is not completed within that time, the homeowner may be subject to violations.

These guidelines are effective upon recordation in the Public Records of the county in which the property subject to the Association is located, and supersede any guidelines regarding certain roofing materials which may have previously been in effect. Except as affected by Sections 202.007(a)(4), 202.007(d)(8), and 202.007(d-1) and/or by these guidelines, all other provisions contained in the Declarations or any other dedicatory instruments of the Association shall remain in full force and effect.

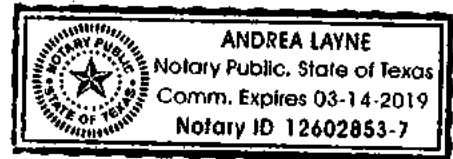
Approved and adopted by the Board on this 8 day of August, 2016.

DEER RIDGE ESTATES HOMEOWNERS ASSOCIATION, INC., a Texas non-profit corporation

BY: *James R. Dunaway*
James R. Dunaway, Authorized Director

ACKNOWLEDGMENT

THE STATE OF TEXAS §
 §
COUNTY OF TARRANT §



This instrument was acknowledged before me on the 8th day of August, 2016, by James R. Dunaway, Authorized Director of Deer Ridge Estates Homeowners Association, Inc., a Texas non-profit corporation, on behalf of said non-profit corporation.

Andrea Layne
Notary Public in and for the State of Texas

**A-13. Bylaws of Deer Ridge Estates
Homeowners Associations, Inc.**

B Y L A W S
OF
DEER RIDGE ESTATES HOMEOWNERS ASSOCIATION, INC.
A NON-PROFIT CORPORATION

ARTICLE I
OFFICES

Principal Offices.

The principal office of this corporation shall be maintained at 5424 Rufe Snow Dr., Suite 207, Fort Worth, Tarrant County, Texas 76180, but, in the discretion of the Board of Directors, the location of the principal office may change from time to time and may be established at another place.

Registered Office and Registered Agent.

The corporation shall have and continuously maintain in the State of Texas a registered office, and a registered agent whose office is identical with such registered office, as required by the Texas Non-Profit Corporation Act. The address of the registered office may be, but need not be identical with the principal office of the corporation in the State of Texas, and the address of the registered office may be changed from time to time by the Board of Directors.

1.3 Definitions. The words defined in the Declaration of Covenants, Conditions, and Restrictions for Deer Ridge Estates recorded in Instrument # D2013176397, of the Real Property Records of Tarrant County, Texas on May 16, 2003, (hereby referred to herein as the "Declaration"), and such amendments to the Declaration as follows (all such documents filed of record in the Official Public Records of Parker County, Texas): Amendment for Phase III in Vol. 2458 Pg. 1921; Amendment for Phase IV in Doc # 201401255; Amendment for Phase V in Doc # 20149303; Amendment for Phase VI in Doc # 201419689; Amendment for Phase VII in Doc # 201517638; and Amendment for Phase VIII in Doc # 201604047; shall have the same meaning in these Bylaws.

ARTICLE II
MEMBERS

Requirements for Membership.

Each and every Owner of a Lot shall automatically become, and must remain, a Member of the Association during such Owner's period of ownership of such Lot. Such membership shall be appurtenant to each Lot, and may not be severed from or held separately therefrom. The membership of a person or entity in the Association shall terminate automatically whenever such person or entity ceases to be an Owner, except that such termination shall not release or relieve any such person or entity from any liability or obligation incurred under or in any way connected with the Association or the Declaration during the period of ownership, nor impair any rights or remedies which the Association or any other Owner has with regard to such former Owner..

Voting Rights.

(a) Class "A" Members. Class "A" Members shall be all Owners with the exception of Declarants and be entitled to one (1) vote for each Lot owned. When more than one person holds an interest in any Lot, all such persons shall be members, but the vote for such Lot shall be exercised as they among themselves determine, and in no event shall more than one (1) vote be cast with respect to any Lot.

(b) Class "B" Members. The Class "B" Members shall be the Declarants who shall be entitled to three (3) votes for each unoccupied Lot owned.

(c) No Suspension. Owners shall not have their voting rights suspended for any reason and any provision in the Declaration to the contrary is void pursuant to Section 209.0059 of the Texas Property Code.

Annual or Special Meeting.

An annual meeting of the Members shall be held during the spring of any given calendar year at a time and place specified by the Board of Directors, for the purpose of electing the Board of Directors and for the transaction of such other business as may properly come before the meeting. Special meetings of the Members may be called by the president or by the Board of Directors, or upon the petition signed by 10% of the total votes of the Association. The notice of any special meeting shall state the time and place of such meeting and the purpose thereof. No business except as stated in the notice shall be transacted at a special meeting.

Place of Meeting.

All meetings of the Members shall be held at the principal office of the Association, but may be held, on notice given to each Member, at any place designated in such notice.

2.5 Notice.

(a) Written notice of each meeting of Members will be given by, or at the direction of, the secretary or other person authorized to call the meeting, by mailing a copy of such notice, postage prepaid, at least 10 but not more than 60 days before such meeting, to each Member entitled to vote, to the Member's last address appearing on the books of the Association, or supplied by such Member to the Association to receive notice. The notice will specify the day, hour, and place of the meeting, and with a special meeting, the purpose of the meeting.

(b) Notice for any meeting which involves no election or a vote by the Members can be provided at least 72 hours before the meeting by 1) posting the notice in a conspicuous manner reasonably designed to provide notice to Members in a place within the Association's Common Area or; 2) with Members' consent, on other conspicuously located privately owned property within the Subdivision; or 3) on any Internet website maintained by the Association or other Internet media; or 4) sending the notice by e-mail to each Member who has registered an e-mail address with the Association. It is the sole duty of the member to keep such email address current, and to provide any changes to the Association.

(c) Any Member may, in writing, waive notice of any meeting of the Members, either before or after such meeting. Attendance at a meeting by a Member, whether in person or by proxy, shall be deemed waiver by such Member of notice of the time, date, and place, unless such Member specifically objects to lack of proper notice when the meeting is called to order.

Attendance at a special meeting shall also be deemed waiver of notice of all business transacted at the meeting unless objection to the calling or convening of the meeting, of which proper notice was not given, is raised before the business is put to vote.

2.6 Voting and Quorum. The vote of a majority of the Members present, voting by legitimate proxy or voting by electronic or absentee ballot, at a duly called meeting at which a quorum of Members are represented, defined in Section 2.7 of the Declaration, shall be sufficient for the transaction of any business, unless otherwise provided by law, the Declaration, the Certificate of Formation or these Bylaws. Valid absentee and electronic votes shall be counted as a Member present and voting to establish a quorum only for items appearing on the ballot.

2.7 Proxies. Votes may be cast in person or by written proxy. No proxy shall be valid after eleven (11) months from the date of its execution unless specifically provided in the proxy. All proxies must be filed with the Secretary or Assistant Secretary, if any, of the Association before the appointed time of each meeting.

2.8 Voting by Electronic Means. An Owner may vote by electronic ballot in accordance with this section 2.8. An electronic ballot may be counted as an Owner present and voting for the purpose of establishing a quorum only for items appearing on the ballot. For purposes of this section, electronic ballot means a ballot: (1) given by: (A) e-mail; (B) facsimile; or (C) posting on the Association's Internet website; (2) for which the identity of the Owner submitting the ballot can be confirmed; and (3) for which the Owner may receive a receipt of the electronic transmission and receipt of the Owner's ballot. If an electronic ballot is posted on the Association's Internet website, a notice of the posting shall be sent to each Owner that contains instructions on obtaining access to the posting on the website.

2.9 Voting by Absentee Ballot. An Owner may vote by absentee ballot. An absentee ballot may be counted as an Owner present and voting for the purpose of establishing a quorum only for items appearing on the ballot. A solicitation for votes by absentee ballot must include: (1) an absentee ballot that contains each proposed action and provides an opportunity to vote for or against each proposed action; (2) instructions for delivery of the completed absentee ballot, including the delivery location, and (3) the following language:

“By casting your vote via absentee ballot you will forgo the opportunity to consider and vote on any action from the floor on these proposals if a meeting is held. This means that if there are amendments to these proposals, your votes will not be counted on the final vote on these measures. If your desire is to retain this ability, please attend any meeting in person. You may submit an absentee ballot and later choose to attend any meeting in person, in which case any in-person vote will prevail.”

ARTICLE III DIRECTORS

General Powers.

The management of all the affairs, property and business of the corporation shall be vested in a Board of Directors. The Board of Directors shall have such powers as may be authorized by the Certificate of Formation, by these Bylaws as amended from time to time, and the powers now or hereafter authorized under the Texas Business Organizations Code.

Number.

The number of directors which shall constitute the whole Board of Directors shall be fixed from time to time by resolution of the Board of Directors, but, after the transition from control of the developer, or November 1, 2016, which ever date is earlier, the number of directors shall not be less than three (3). Following that date, and the resignation of Jim Dunaway, the then serving Advisory Committee will serve as the Board of Directors until the next annual meeting at which point an election of directors will take place. The number of directors may be increased or decreased from time to time by amendment to these Bylaws as provided in ARTICLE X hereof.

Election and Term of Office.

The directors shall be elected at the annual meeting of the Members. Each director shall continue in office until his successor shall have been elected at the next annual meeting, or until his earlier death, resignation or removal in the manner hereinafter provided.

Vacancies and Additional Directorships.

If any vacancy shall occur among the directors by reason of death, resignation, or removal, the vacancy may be filled by action of a majority of the remaining directors at any annual or special meeting. Any directorship to be filled by reason of an increase in the number of directors shall be filled by election at an annual meeting or at a special meeting of members called for that purpose. A director elected to fill a vacancy shall be elected for the unexpired term of his predecessor in office.

Removal and Resignation.

(a) Any director may resign at any time by giving written notice of such resignation to the Board of Directors. Any such resignation shall take effect at any time specified therein, or, if no time be specified, upon receipt thereof by the Board of Directors; and, unless specified therein, the acceptance of such resignation shall not be necessary to make it effective.

(b) Any director may be removed from the Board of Directors with or without cause, by a majority vote of the directors.

Annual or Special Meetings.

An annual meeting of the Board of Directors shall be held no later than 30 days following the annual meeting of the Members at a time and place specified by the Board, for the purpose of electing officers and for the transaction of such other business as may properly come before the meeting. Special meetings of the Board may be called by any director or officer upon three (3) days' notice, in writing.

Place of Meeting.

All meetings of the Board of Directors shall be held at the principal office of the corporation, but may be held, on notice given to each director, at any place designated in such notice.

Quorum.

At any annual or special meeting of the Board of Directors, a majority of the Board of Directors shall constitute a quorum for the transaction of business. The majority of the quorum shall decide the vote of the Board at any annual or special meeting.

Informal Action.

Subject to the Open Meetings Requirements stated in these Bylaws, any action required by law to be taken at a meeting of the Board of Directors of a corporation, or any action which may be taken at a meeting of the Board of Directors, may be taken without a meeting if a consent in writing, setting forth the action so taken, shall be signed by all of the members of the Board of Directors, and such consent shall have the same force and effect as a unanimous vote of the Board of Directors, and may be stated as such in any document or instrument filed with the Secretary of State.

Participation in Meeting.

Members of the Board of Directors may participate in and hold a meeting of such Board by means of conference telephone or similar communications equipment by means of which all persons participating in the meeting can hear each other, and participation in a meeting pursuant to this Section 10 shall constitute presence in person at such meeting, except where a person participates in the meeting for the express purpose of objecting to the transaction of any business on the ground that the meeting is not lawfully called or convened.

Compensation.

Directors as such shall not receive any stated salaries for their services, but by resolution of the Board of Directors any director may be reimbursed for any out-of-pocket expenses incurred on behalf of the Association.

3.12 Open Meetings Requirement.

(a) Meetings of the Board of Directors are subject to the Open Meetings requirements of Section 209.0051 of the Texas Property Code, incorporated by reference herein, and such section, as it may be amended from time to time, controls over any other provision of these Bylaws concerning notice to Members of such board meetings, Members ability to attend board meetings and the respective Board's ability to discuss certain business in closed session.

(b) Regular and special meetings must be open to Owners, subject to the right of the members of the Board of Directors conducting such meeting to adjourn such meeting and reconvene in a closed executive session to consider actions listed in Tex. Prop. Code Section 209.0051, involving: (i) personnel; (ii) pending or threatened litigation (iii) contract negotiations; (iv) enforcement actions; (v) confidential communications with the Association's attorney(s); (vi) matters involving the invasion of privacy of individual Owners or matters that are to remain confidential by request of the affected parties and agreement of the Board of Directors. A general summary of the decisions made in such closed executive session must be summarized orally and placed in the minutes of such meeting following the conclusion of the closed executive session. Such oral summary must be in general terms so as not to breach the privacy of individual owners, violate any privilege or disclose any information that was to remain confidential at the

request of the affected parties. Such oral summary must include a general explanation of expenditures approved in the executive session.

(c) Notice to the Members of all such Board meetings shall be delivered to Members pursuant to Section 2.5 of these Bylaws.

(d) The Board of Directors may meet by any method of communication, including electronic and telephonic, without prior notice to the Members under subsection (c), above, if each such Director may hear and be heard by every other Director, or such Board may take action by unanimous written consent to consider routine and administrative matters or a reasonably unforeseen emergency or urgent necessity that requires immediate action by such Board. Any action taken without notice to the Members must be orally summarized, including an explanation of all actual or estimated expenditures associated with such action approved by such Board, and be documented in the minutes of the next regular or special meeting of such Board.

(e) Without prior notice to the Members under Section 2.5 of these Bylaws, the Board is prohibited from taking any action, considering or voting on the items listed in 209.0051(h), as may be amended from time to time: (1) fines, (2) assessments, (3) initiation of foreclosure actions, (4) initiation of enforcement actions, excluding temporary restraining orders or violations involving a threat to health or safety, (5) increases in assessments, (6) levying of special assessments, (7) appeals from a denial of architectural control approval, or (8) a suspension of a right of a particular Owner before the Owner has an opportunity to attend such Board meeting to present such Owner's position, including any defense, on the issue; (9) lending or borrowing money; (10) the adoption or amendment of a dedicatory instrument; (11) the approval of an annual budget or the approval of an amendment of an annual budget that increases the budget by more than 10%; (12) the sale or purchase of property; (13) the filling of a vacancy on the Board; (14) the construction of capital improvements other than the repair, replacement, or enhancement of existing capital improvements; or (15) the election of an officer.

ARTICLE IV OFFICERS

Number.

The officers of the corporation shall be a President, one or more Vice Presidents, a Secretary, a Treasurer and, if the Board of Directors so determines, a Chairman of the Board.

Election and Term of Office.

Each officer shall be elected by the Board of Directors. The Board of Directors may combine any two or more offices to be held by the same person. Each officer shall hold his office until the annual meeting of the Board during the year following his election, or until his successor shall have been elected, or until his death or resignation.

Removal and Resignations.

Upon an affirmative vote of a majority of the members of the Board of Directors, any officer of the Board may be removed, either with or without cause, and his successor elected at any regular meeting of the Board of Directors, or at any special meeting of the Board of Directors called for such purpose. Any officer may resign at any time by giving written notice to the President or the

Secretary of the Board or the Board of Directors. Such resignation shall take effect on the date of receipt of such notice or at any later time specified therein, and unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

Vacancies.

A vacancy in any office by reason of death, resignation, removal, disqualification or any other cause shall be filled for the unexpired portion of the term in the manner prescribed by these Bylaws for regular election or appointment to such office.

The President.

Shall perform the duties and exercise the powers as may be by statute exclusively conferred upon the President and he shall have such other powers and duties as shall be prescribed by the Board of Directors. The President shall preside at all meetings of the Directors.

The Vice Presidents.

The Vice President shall perform all the duties of the President, in his absence, and, when so acting, shall have all the powers of and be subject to all restrictions upon the President.

The Secretary.

The Secretary shall

(a) record all the proceedings of the Board of Directors, and any committees in a book or books to be kept for that purpose;

(b) cause all notices to be duly given in accordance with the provisions of these Bylaws and as required by statute;

(c) in general, perform all duties incident to the office of Secretary and such other duties as are given to him by these Bylaws or as from time to time may be assigned to him by the Board of Directors.

The Treasurer.

The Treasurer shall

(a) have charge of and supervision over and be responsible for the funds, receipts and disbursements of the corporation, including, without limitation, the maintenance fund and all receipts from any special assessment;

(b) cause the moneys and other valuable effects of the corporation to be deposited in the name of the corporation in such banks as the Board of Directors may direct;

(c) render to the Board of Directors whenever requested, a statement of the financial condition of the corporation and of all his transactions as Treasurer;

(d) in general, perform all duties incident to the office of Treasurer and such other duties as are given to him by these Bylaws or as from time to time may be assigned to him by the Board of Directors.

Surety Bonds.

If the Board of Directors shall so require, any officer or agent of the corporation shall execute to the corporation a bond in such sum and with such surety or sureties as the Board of Directors may direct, conditioned upon the faithful discharge of his duties, including responsibility for negligence and for the accounting for all property, funds or securities of the corporation which may come into his hands.

**ARTICLE V
FISCAL YEAR**

Fiscal Year.

The fiscal year of the corporation shall begin on the first day of January and end on the last day of December in each year.

**ARTICLE VI
ASSESSMENTS, LIENS AND ENFORCEMENT**

Annual Assessment.

The Members shall pay to the Association an annual assessment in an amount to be determined by the Board of Directors pursuant to the Declaration. The Board of Directors shall, after consideration of current maintenance costs and future needs of the Association, fix the actual assessment for the year. The Association shall establish a maintenance fund composed of annual maintenance assessments and shall use the proceeds of such fund in providing for normal, recurring maintenance charges for the Common Maintenance Areas for the use and benefit of all Members.

Special Assessments.

In addition to the annual assessments authorized by Section 6.1 hereof, the Board may levy a special assessment in any assessment year, applicable to that year only, for the purpose of defraying, in whole or in part, the cost of any shortfall in operating expenses or for any other reason as permitted in the Declaration, including, without limitation, the cost of any non-recurring maintenance, or the acquisition, construction, reconstruction, repair, or replacement of a capital improvement upon any Common Maintenance Area, including fixtures and personal property related thereto. The Association shall not commingle the proceeds of such special assessment with the maintenance fund. Such proceeds shall be used solely and exclusively to fund the non-recurring maintenance or improvements in question.

Owner's Personal Obligation for Payment of Assessments.

The annual and special assessments provided for herein shall be due and payable within ten (10) days following written notice from the Board of Directors and shall be a personal and individual debt of the owner of the property covered by such assessments. No Owner may exempt himself from liability for such assessments. In the event of default in the payment of any such assessment, the owner of the property shall be obligated to pay interest at the highest rate allowed by law, on the amount of the assessment from the due date thereof, together with all costs and expenses, including, without limitation, all late fees and attorneys' fees.

Enforcement of Assessment Obligation.

If any Owner fails to pay the annual or special assessment when due, the Association may establish a lien against the property owned by the delinquent Owner in an amount equal to the assessment. This lien may be established by filing a notice of the lien in the appropriate real property records of Parker County, Texas. The lien may be enforced by judicial foreclosure by the Association, as holders of the lien. Anything herein to the contrary notwithstanding, the Association may file a suit to recover a money judgment for the unpaid assessments, interest, and attorneys' fees, without foreclosing its lien.

6.5 Notice Required Before Enforcement Actions

(a) Before the Board may suspend an Owner's right to use a Common Area, file a suit against an Owner other than a suit to collect a regular or special assessment or foreclose under a lien held by the Association, charge an owner for property damage or levy a fine for violation of the Declaration or these Bylaws or other rules of the Association, the Board or its agent, must give written notice to the Owner by certified mail return receipt requested:

- (i) Such notice must describe the violation or property damage that is the basis for such enforcement,
- (ii) State any amount due from the Owner to the Association
- (iii) Inform the Owner that the Owner

(1) Is entitled to a reasonable cure period to avoid the enforcement action unless the Owner was given notice and a reasonable time to cure a similar violation within the precedeing 6 months

(2) May request a hearing under Section 209.007 of the Texas Property Code on or before the 30th day after the date the owner receives the notice; and

(3) Include the following notice at the bottom in bold type:

“Pursuant to Section 209.006(b)(2)(C) of the Texas Property Code, you may have special rights or relief related to [Insert the alleged violation and proposed cure to abate enforcement action] under federal law, including the Servicemembers Civil Relief Act (50 U.S.C. app. Section 501 et seq.) if you are serving on active military duty.”

6.6 Hearing Procedure. The board of directors, from time-to-time, may prescribe the procedures for the conduct of a hearing and other similar “due process” matters. The hearing shall be held in executive session under notice, and afford the Member a reasonable opportunity to be heard. Prior to the effectiveness of any sanction, proof of notice and the invitation to be heard shall be placed in the minutes of the meeting. Such proof shall be deemed adequate if a copy of the notice, with a statement of the date and manner of delivery, is entered by the officer, director, or agent who delivered such notice. The notice requirement shall be deemed satisfied if

the alleged violator appears at the meeting. The minutes of the meeting shall contain a written statement of the results and the sanction imposed

6.7 Enforcement by Judicial Foreclosure and Notice to Inferior Lien Holders.

(a) Texas Property Code 209.0092, incorporated by reference herein, requires the Association to obtain a court order prior to foreclosing the Association's assessment lien. The procedure for obtaining such court order is outlined in the referenced statute.

(b) Further, prior to commencing a judicial foreclosure action, and in addition to any other notices required by these Bylaws, Texas Property Code 209.0091, incorporated by reference herein, requires the Association to:

(i) Provide written notice of the total amount of delinquency giving rise to the foreclosure to any holder of a lien of record on the Owner's property whose lien is inferior or subordinate to the Association's lien and is evidenced by a deed of trust; and

(ii) Provide the recipient of the notice an opportunity to cure the delinquency before the 61st day after the date the recipient receives the notice.

(iii) Notice under this subsection (b) must be sent by certified mail, return receipt requested, to the address for the lienholder shown in the deed records relating to the Owner's property that is subject to the Association's lien.

(c) No more than 30 days following a foreclosure sale, the Association must deliver to the Owner whose Lot was sold and each lienholder of record a written notice stating the date and time the sale occurred and informing such Owner and each lienholder of record of the right of such Owner and such lienholders to redeem the property under Section 209.011 of the Texas Property Code.

(i) Such notice must be sent certified mail return receipt requested to:

(1) the Owner's last known mailing address as reflected in the Association's records,

(2) the address of each lienholder of record as found in the most recent deed of trust filed of record in the real property records of Tarrant County, Texas, and

(3) the address of each transferee or assignee of a deed of trust described above, who has provided notice to the Association of such assignment or transfer as pursuant to Section 209.010(b)(3).

6.7 Identity of Mortgage Lender. At the time any mortgage financing or refinancing is obtained for any Lot, which will, as provided above, be superior to the Association's lien, the Owner of such Lot shall, within ten (10) days prior to the consummation of any such mortgage or financing, deliver to the Association written notice identifying the lender making such mortgage loan in terms of its full legal name, its current address and

telephone number, and the name of an officer or other person within the entity who is responsible for that particular loan account (if available). Upon the written request of any such lender holding a superior lien on any Lot as provided herein, the Association shall report to such lender any unpaid assessments which are delinquent. The Association may, from time to time, at its own initiative, elect to report delinquent assessments to such mortgage lenders.

ARTICLE VII EVIDENCE OF OWNERSHIP, REGISTRATION OF MAILING ADDRESS

7.1 Proof of Ownership. Except for those Owners who purchase a Lot from Declarant, any person, on becoming an Owner of a Lot, shall furnish to the Board of Directors a true and correct copy of the original or a certified copy of the recorded instrument vesting that person with an interest or ownership in the Lot, which copy shall remain in the files of the Association.

7.2 Registration of Mailing Address. The Owner or several Owners of a Lot shall have one and the same registered mailing address to be used by the Association for mailing of statements, notices, demands, and all other communications, and such registered address shall be the only mailing address of a person or persons to be used by the Association. Such registered address of an Owner or Owners shall be deemed to be the mailing address of the Lot owned by said Owner or Owners unless a different registered address is furnished by such Owner(s) to the Board within fifteen (15) days after transfer of title, or after a change of address; and such registration shall be in written form and signed by all of the Owners of the Lot or by such persons as are authorized by law to represent the interest of (all of) the Owner(s) thereof.

7.3 Fine for violation of Article VII. Each Owner has a duty to comply with the obligations under this Article VII and shall be in default of this Article VII if such documents as required by Sections 7.1 and 7.2 are not delivered to the Board. Such defaulting Owner shall be assessed a reasonable fine to be determined by the Board if such defaulting Owner does not cure his default under this Article VII within ten (10) days of receiving written notice from the Board that such default has occurred. Such fine, if assessed, shall be in the nature of a special assessment as defined in these Bylaws.

ARTICLE VIII WAIVER OF NOTICE

Waiver of Notice.

Whenever any notice is required to be given under the provisions of the Texas Non-Profit Corporation Act or under the provisions of the certificate of formation or the bylaws of the corporation, a waiver thereof in writing signed by the person or persons entitled to such notice, whether before or after the time stated therein, shall be deemed equivalent to the giving of such notice. Attendance by a person at any meeting where notice is required shall be a waiver of notice by him of the time and place thereof, except where such person attends such meeting for the express purposes of objecting to the transaction of any business on the ground that the meeting is not lawfully called or convened.

**ARTICLE IX
ARCHITECTURAL CONTROL COMMITTEE**

8.1 Designation. An Architectural Control Committee consisting of a maximum of five (5) members of the Association shall be appointed by the Board of Directors and maintained as provided in the Declaration.

8.2 Authority. No building, fence, free-standing mailbox, or other structure shall be erected, placed, or altered on any Lot until Plans and Specifications therefor have been approved by the Architectural Control Committee. Following the completion of construction, no building, fence, free-standing mailbox, or other structure shall be occupied or otherwise utilized until the Committee has determined that the complete building, fence, or other structure was erected, placed, or altered on the Lot in compliance with the approved Plans and Specifications.

8.3 Procedure. Plans and specifications shall be submitted to the Architectural Control Committee at least fifteen (15) days prior to the commencement of any construction. These Plans and Specifications shall include the floor plans and elevations of all faces of the structures, and copies of the above-described Plans and Specifications shall be retained by the Architectural Control Committee. The Architectural Control Committee shall review the Plans and Specifications and notify the Owner in writing of its approval or disapproval. If said Architectural Control Committee fails to approve or disapprove said Plans and Specifications within fifteen (15) days after the same has been submitted to it, they will be deemed to have been approved by the Architectural Control Committee. At its option the Architectural Control Committee may inspect any work in progress to insure compliance with approved Plans and Specifications. A complete building, fence, or other structure shall be deemed to have been constructed in compliance with the Plans and Specifications unless within sixty (60) days after completion of construction the Architectural Control Committee places on record a resolution setting forth its disapproval. Any disapproval shall set forth the elements disapproved and the reason or reasons therefor, but need not contain suggestions as to methods of curing any matters or things disapproved. The judgment of the Architectural Control Committee in this respect shall be in the exercise of its sole and absolute discretion and shall be final and conclusive. The Architectural Control Committee may approve any deviation from the covenants and restrictions imposed by the Declaration as the Architectural Control Committee, in its sole and absolute discretion, deems consistent with the purposes thereof. Approval by the Architectural Control Committee of the plans and specifications or its determination that the completed building, fence, or other structure has been constructed in accordance with the Plans and Specifications shall be deemed to be an acknowledgment by the Architectural Control Committee that such are in accordance with the covenants and restrictions imposed by the Declaration, and such acknowledgment shall be binding against the Owners of the Lots and the Property.

8.4 Limitation of Liability. The Architectural Control Committee has no liability or obligation whatsoever in connection with any plans and/or specifications and no responsibility for the adequacy thereof or for the construction of any improvements contemplated by any such plans and/or specifications. The Architectural Control Committee has no duty to inspect any improvements, and, if the Architectural Control Committee should inspect any improvements, the Architectural Control Committee shall have no liability or obligation to any party arising out of such inspection. The Architectural Control Committee expressly shall have no liability or

responsibility for defects in or omissions from any plans and/or specifications or for defects in or omissions from the construction of any improvements. Notwithstanding any covenant, condition or term contained in the Declaration or provision of these Bylaws to the contrary, and notwithstanding any provision of applicable law to the contrary, the Architectural Control Committee shall not have any liability to any Owner arising or resulting from any act or omission of the Architectural Control Committee taken or omitted pursuant to these Bylaws or the Declaration. Each Owner by accepting a conveyance of any Lot or of any portion of the Property conclusively shall be deemed to have unconditionally and irrevocably waived all claims against the Architectural Control Committee arising or resulting from acts or omissions of the Architectural Control Committee taken or omitted pursuant to these Bylaws or to the Declaration. The Architectural Control Committee shall not be responsible for reviewing any proposed Improvement, nor shall its approval of any Plans or Specifications be deemed approval thereof, from the standpoint of structural safety, engineering soundness or conformance with building or other codes.

8.5 No Waiver of Future Approvals. The approval or consent of the Architectural Control Committee to any Plans and Specifications shall not be deemed to constitute a waiver of any right to withhold approval or consent as to any Plans and Specifications or other matter whatever subsequently or additionally submitted for approval or consent by the same or a different Person.

ARTICLE X AMENDMENTS

Amendment by Board of Directors.

The Board of Directors shall have power to make, amend, or repeal these Bylaws by vote of sixty-seven (67%) of the Members present in person or by proxy at any annual or special meeting of the Association, provided notice of intention to make such changes at said meeting shall have been previously given to each Member in accordance with Section 2.5 of these Bylaws, and may be made without such notice by a unanimous vote of all members.

ARTICLE XI MISCELLANEOUS

11.1 Conflicts with Declaration or Articles of Incorporation. With any conflict between the Association's articles of incorporation or certificate of formation and these bylaws, the articles or certificate will control. With any conflict between the Declaration and these bylaws, the Declaration will control. With any conflict between the provisions of the Texas Non-Profit Corporation Act or any other Texas law, such act or law will control.

11.2 Non-Profit Association. This Association is not organized for profit. No Member, member of the Master Board of Directors, the Subarea Board of Directors, officer of the Association, officer of a Subarea, or person from whom the Association may receive any property or funds shall receive or shall be lawfully entitled to receive any pecuniary profit from the operation thereof, and in no event shall any part of the funds or assets of the Association be paid as salary or compensation to, or distributed to, or inure to the benefit of any member of the

Master Board of Directors, the Subarea Board of Directors, officer of the Association, officer of a Subarea, or Member; provided, however, always 1) that reasonable compensation may be paid to any Member, Master Director, Subarea Director, officer of the Association or officer of a Subarea while acting as an agent or employee of the Association for services rendered in effecting one or more of the purposes of the Association, and 2) that any Member, Master Director, Subarea Director, officer of the Association or officer of a Subarea shall be reimbursed for his actual and reasonable expenses incurred in connection with the administration of the affairs of the Association.

11.3 No Waiver. The omission or failure of the Association, the Board, or any Member to enforce the covenants, conditions, restrictions, easements, uses, liens, limitations, obligations, or other provisions of the Declaration, the bylaws, or the rules and regulations adopted pursuant thereto, shall not constitute or be deemed a waiver, modification, or release thereof, and the board of directors shall have the right to enforce the same thereafter.

11.4 Severability. Should any part of these bylaws be declared or found to be invalid or inoperative for any reason, the remaining parts, so far as is possible and is reasonable, shall be valid and operative.

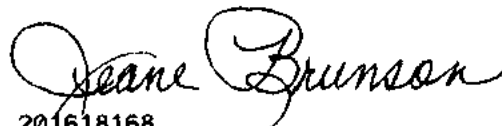
11.5 Indemnity. THE ASSOCIATION WILL INDEMNIFY, THROUGH AN OFFICER AND DIRECTOR INSURANCE POLICY, ANY DIRECTOR, OFFICER, EMPLOYEE, OR FORMER DIRECTOR, OFFICER OR EMPLOYEE OF THE ASSOCIATION, AGAINST EXPENSES ACTUALLY AND NECESSARILY INCURRED BY HIM OR HER, AND ANY AMOUNT PAID TO SATISFY JUDGMENTS FOR ANY ACTION, SUIT, OR PROCEEDING, WHETHER CIVIL OR CRIMINAL, IN WHICH HE OR SHE IS MADE A PARTY BY BEING OR HAVING BEEN A DIRECTOR, OFFICER, OR EMPLOYEE (WHETHER OR NOT A DIRECTOR, OFFICER, OR EMPLOYEE WHEN SUCH COSTS OR EXPENSES ARE INCURRED BY OR IMPOSED UPON HIM OR HER) EXCEPT IN RELATION TO MATTERS WHICH HE OR SHE IS FOUND LIABLE FOR GROSS NEGLIGENCE OR WILLFUL MISCONDUCT IN THE PERFORMANCE OF DUTY. THE ASSOCIATION WILL CAUSE TO BE PAID TO ANY DIRECTOR, OFFICER, OR EMPLOYEE THE REASONABLE COSTS OF SETTLEMENT OF ANY SUCH ACTION, SUIT, OR PROCEEDING. SUCH RIGHT OF INDEMNIFICATION WILL NOT BE DEEMED EXCLUSIVE OF ANY OTHER RIGHTS TO WHICH SUCH DIRECTOR, OFFICER, OR EMPLOYEE MAY BE ENTITLED BY LAW OR UNDER ANY BYLAW, AGREEMENT, VOTE OF MEMBERS, OR OTHERWISE.

ATTEST:



James R. Dunaway, Authorized Director

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Jeane Brunson, County Clerk
Parker County, Texas
NOTICE