

Holiday Park Homeowners Association

Declaration of Covenants and Restrictions

Articles of Incorporation

By-Laws

Condensed Version

PREFACE

The following are the condensed versions of Holiday Park Homeowners Association governing documents:

- ◆ DECLARATION OF COVENANTS AND RESTRICTIONS
- ◆ ARTICLES OF INCORPORATION
- ◆ BY-LAWS

These on-line documents are a condensed version of the complete documents. These condensed documents are presented in a more succinct and readable format versus the complete documents. However, the condensed documents mirror the substance of the complete documents.

These condensed on-line documents incorporate the various amendments and revisions as noted in the complete documents. These condensed documents are condensed only in that they exclude the original passages that were superseded by subsequent amendments and the signature pages. A copy of the complete documents can be viewed or downloaded by clicking on the link, "Complete Version" or a hardcopy can be obtained from HPHA's Treasurer for a fee of \$25.

If there is a discrepancy between the condensed documents and the complete documents, the complete documents shall prevail.

DECLARATION OF COVENANTS AND RESTRICTIONS
CONDENSED VERSION

DECLARATION OF COVENANTS AND RESTRICTIONS

THIS DECLARATION, made this 15th day of April, A.D. 1969, by HOLIDAY HOMES CONSTRUCTION OF PRESTONWOOD, INC., hereinafter called Declarant.

W I T N E S S E T H:

WHEREAS, Declarant is the owner of the real property described in Article II of this declaration and desires to create thereon a residential community with permanent parks, playgrounds, open spaces, and other common facilities for the benefit of the community; and

WHEREAS, Declarant desires to provide for the preservation of the values and amenities in said community and for the maintenance of said parks, playgrounds, open spaces, and other common facilities; and, to this end, desires to subject the real property described in Article II together with such additions as may hereafter be made thereto (as provided in Article II) to the covenants, restrictions, easements, charges and liens, hereinafter set forth, each and all of which is and are for the benefit of said property and each owner thereof; and

WHEREAS, Declarant has deemed it desirable, for the efficient preservation of the values and amenities in said community, to create an agency •to which should be delegated and assigned the powers of maintaining and administering the community properties and facilities and administering and enforcing the covenants and restrictions and collecting and disbursing the assessments and charges hereinafter created; and

WHEREAS, Declarant has incorporated under the laws of the State of Texas as a non-profit corporation, Holiday Park Home Owners Association, for the purpose of exercising the functions aforesaid;

NOW, THEREFORE, Holiday Homes Construction of Prestonwood, Inc. declares that the real property described in Article II, and such additions thereto as may hereafter be made pursuant to Article II hereof, is and shall be held, transferred, sold, conveyed, and occupied subject to the covenants, restrictions, easements, charges and liens (sometimes referred to as “covenants and restrictions”) hereinafter set forth.

ARTICLE I

DEFINITIONS

Section 1. The following words when used in this Declaration or any Supplemental Declaration (unless the context shall prohibit) shall have the following meanings:

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- (a) "Association" and/or "Corporation" shall mean and refer to the Holiday Park Home Owners Association, a Texas non-profit corporation.
- (b) "The Properties" shall mean and refer to all such existing properties, and additions thereto, as are subject to this Declaration or any Supplemental Declaration under the provisions of Article II, hereof.
- (c) "Common Properties" shall mean and refer to those areas of land designated as "Common Properties" on the map of said Subdivision recorded in Volume 68042, Page 1600, Map Records of Dallas County, Texas.
- (d) "Lot" shall mean and refer to any plot of land shown upon any recorded subdivision map of The Properties with the exception of Common Properties as heretofore defined.
- (e) "Owner" and/or "Member" shall mean and refer to the recorded owner, whether one or more persons or entities, of the fee simple title to any lot situated upon The Properties but, notwithstanding any applicable theory of the mortgage, shall not mean or refer to the mortgagee unless and until such mortgagee has acquired title pursuant to foreclosure or any proceeding in lieu of foreclosure.
- (f) "Declarant" shall mean and refer to Holiday Homes Construction of Prestonwood, Inc., a Texas corporation, its successors and any assigns, other than an Owner, who shall receive by assignment from Holiday Homes Construction of Prestonwood, Inc. all, or a portion, of its rights hereunder as such Declarant, by an instrument expressly assigning such rights as Declarant to such Assignee.

ARTICLE II

PROPERTY SUBJECT TO THIS DECLARATION:

ADDITIONS THERETO

Section 1. Existing Property:

The real property which is, and shall be, held, transferred, sold conveyed, and occupied subject to this Declaration is located in Dallas County, State of Texas, and is more particularly described as follows:

BEING tract of land situated in the John Becknell Survey, Abstract No. 53, Dallas County, Texas, also being in City of Dallas, Block No. 8195, and being more particularly described as follows:

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BEGINNING at the northeast corner of said tract of land, being the point of the intersection of the west line of Meandering Way South, a 60-foot width street, and the south line of La Bolsa Drive, a 50-foot width Street;

THENCE in a northwesterly direction along a curve to the left having a central angle of 24° 48' 02" and a radius of 133.43', a distance of 74.59' to the end of the curve;

THENCE West 1778.44 feet;

THENCE South 812.0 feet;

THENCE East 1788.85 feet;

THENCE in a southeasterly direction along a curve to the right, having a central angle of 5° 35' 33" and a radius of 517.08 feet, a distance of 60.23';

THENCE in a southeasterly direction along a curve to the right, having a central angle of 0° 06' 08" and a radius 567.65' a distance of 1.01';

THENCE North along the West line of Meandering Way South 796.41 feet to the place of beginning, containing approximately 32 acres of land, all of which real property shall hereinafter be referred to as "Existing Property."

Section 2. Additions to Existing Property..

Additional lands may become subject to this Declaration in any of the following manners:

(a) The owner of any property (other than Declarant) who desires to add it to the scheme of this Declaration, may do so upon compliance with the provisions of paragraph. (c) herein, by filing of record a Supplementary Declaration of Covenants and Restrictions, which shall extend the scheme of the covenants and restrictions of this Declaration to such property, PROVIDED HOWEVER, that such Supplementary Declaration may contain such complementary additions and modifications of the covenants and restrictions contained in this Declaration as may be necessary to reflect the different character, if any, of the added properties and as are not inconsistent with the scheme of this Declaration. In no event, however, shall such Supplementary Declaration modify or add to the covenants established by this Declaration for the Existing Property.

(b) Upon a merger or consolidation of the Association with another association as provided in its Articles of Incorporation, its properties, rights and obligations may, by operation of law, be transferred to another surviving or consolidated association or alternatively, the properties, rights and obligations of another association may, by operation of law, be added to the properties, rights and obligations of the Association as a surviving corporation pursuant to a merger. The surviving or consolidated association may administer the covenants and restrictions established by this Declaration with the Existing Property together with the covenants and restrictions established upon any other properties as one scheme. No such merger or consolidation, however,

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shall effect any revocation, change or addition to the covenants established by this Declaration for the Existing Property except as hereinafter provided.

(c) In the event any owner desires the annexation of additional residential property and/or common area pursuant to paragraph (a) herein such annexation must have the affirmative approval of two-thirds (2/3) of each class of Association's Members.

ARTICLE III.

MEMBERSHIP AND VOTING RIGHTS IN THE ASSOCIATION

Section 1. Every person or entity who is a record owner of a fee interest in any Lot which is a part of the Properties and which is subject by covenants of record to assessment by this corporation shall automatically be a Member.

Section 2. The Association shall have two classes of voting membership:

Class A. Class A Members shall be all those owners defined in Article Three with the exception of Declarant. Class A Members shall be entitled to one vote for each lot in which they hold the interest required for membership by Article Three. When more than one person holds such interest or interests in any Lot, all such persons shall be Members, and the vote for such Lot shall be exercised as they, among themselves, determine, but in no event shall more than one vote be cast with respect to any, such Lot.

Class B. Class B members shall be Declarant. The Class B member shall be entitled initially to three votes for each Lot in which it holds the interest required for membership by Article III, and the Class B member shall be entitled to the said three votes for each Lot in which it holds the required interest at all times when the total Lots owned by the Class B membership is greater than one-third of the total Lots owned by the Class A membership, PROVIDED HOWEVER, that when the total Lots owned by the Class A membership equals or exceeds three times the total Lots owned by the Class B membership, the Class B member shall, during the time such equality or excess continues, be entitled to only one vote for every Lot; and PROVIDED FURTHER that from and after December 31, 1975, notwithstanding any other provisions of this Article, the Class B member shall be entitled to only one vote for every such Lot.

Section 3. Quorum and Notice Requirements.

(a) Subject to the provisions of paragraph (c) of this Section, any action authorized by Sections 3 (c) and 4 of Article V shall require the assent of two-thirds (2/3) of each class of Members who are voting in person or by proxy at a meeting duly called for that purpose, written notice of which shall be given to all Members not less than thirty (30) days nor more than sixty (60) days in advance and shall set forth the purpose of such meeting.

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

At the first meeting called, as hereinafter provided, the presence at the meeting of Members, or of proxies, entitled to cast sixty (60) per-cent of all the votes of each class of membership shall constitute a quorum. If the required quorum is not present at the meeting, one additional meeting may be called, subject to the notice requirement hereinafter set forth, and the required quorum at such second meeting shall be one-half (1/2) of the required quorum at the pre-ceding meeting; provided, however, that no such second meeting shall be held more than sixty (60) days following the first meeting.

(c) Any provisions of this Declaration to the contrary notwithstanding, any action referred to in paragraph (a) may be taken with the assent given in writing and signed by two-thirds (2/3) of each class of Members.

(d) Except as specifically set forth in this Declaration notice, voting and quorum requirements for all action to be taken by the Association shall be as set forth in its Articles of Incorporation and By-laws, as same may be amended from time to time.

ARTICLE IV

PROPERTY RIGHTS IN THE COMMON PROPERTIES

Section 1. Members' Easements of Enjoyment. . Subject to the provisions of Section 3 of this Article, every Member shall have a right and easement of enjoyment in and to the Common Properties and such easement shall be appurtenant to and shall pass with the title to every Lot.

Section 2. Title to Common Properties.

The Declarant hereby covenants for itself, its successors and assigns, that it will, on or before April 15, 1970 (i) convey fee simple title to the Common Properties to the Association, free and clear of all encumbrances and liens, and (ii) obtain and furnish to the Association at the time of such conveyance, and at the cost and expense of Declarant, a title insurance policy, insuring good and indefeasible fee simple title to the Common Properties in the Association in an amount not less than SEVEN THOUSAND AND NO/100 Dollars (\$7,000.00)/per

Section 3. Extent of Members' Easements. The rights and easements of enjoyment created hereby shall be subject to the following:

(a) The right of the Association to prescribe regulations governing the use, operation and of the Common Properties (including limiting of guests of members);

(b) Subject to the affirmative approval of two-thirds (2/3) of each class of Members, the right of the Association, in accordance with its Articles and By-Laws, to borrow money for the

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purpose of improving the Common Properties and facilities and in aid thereof to mortgage the Common Properties shall be subordinate to the rights of the homeowners hereunder.

- (c) The right of the Association to take such steps as are reasonably necessary to protect the Common Properties against foreclosure;
- (d) The right of the Association, as provided in its Articles and By-Laws, to suspend the voting rights of any Member and to suspend the right of any Member to use any of the Common Properties and/or common facilities for any period during which any assessment against a Lot owned by such Member remains unpaid, and for any period not to exceed thirty (30) days for an infraction of its rules and regulations;
- (e) The right of the Association to charge reasonable admission and other fees for the use of recreational facilities on the Common Properties; and
- (f) Subject to approval by written consent of two-thirds (2/3) of each class of Members, the right of the Association to dedicate or transfer all or any part of the Common Properties to any public agency, authority, or utility for such purposes and upon such conditions as may be agreed to by the Members.

ARTICLE V

COVENANT FOR MAINTENANCE ASSESSMENTS

Section 1. Creation of the Lien and Personal Obligation of Assessments. Declarant, for each Lot owned by it within The Properties, hereby covenants and agrees, and each purchaser of any lot by acceptance of a deed therefore, whether or not it shall be so expressed in any such deed or other conveyance, shall be deemed to covenant and agree, to pay to the Association: (1) annual assessments or charges; (2) special assessments for capital improvements, such assessments to be fixed, established and collected from time to time as herein-after provided. The annual and special assessments, together with such interest thereon and costs of collection thereof as hereinafter provided, shall be a charge on the land and shall be a continuing lien upon the property against which such assessment is made. Each such assessment together with such interest thereon and cost of collection thereof as hereinafter provided, shall also be the personal obligation of the person who was the Owner of such property at the time when the assessment fell due.

Section 2. Purpose of Assessments. The assessments levied by the Association shall be used exclusively for the purpose of promoting the recreation, health, safety and welfare of the resident in the area to be known as HOLIDAY PARK, Block B/8195, an addition to the City of Dallas, Texas, and in particular for the improvement and maintenance of private roadways, walkways, and other properties, services and facilities devoted to this purpose and directly related to the use and enjoyment of the Common Properties and of the homes situated upon the properties, including, but not limited to, the payment of taxes and insurance thereon and repair, replacement

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and additions thereto , and for the cost of labor, equipment, materials, management and supervision thereof, and for carrying out the purpose of the Association as stated in its Articles of Incorporation.

Section 3. Basis and Maximum of Annual Assessments.

(a) Until the year beginning January 1, 1971, the Annual assessment shall be Ninety (\$90.00) Dollars for each Lot not owned by Declarant and Sixty (\$60.00) Dollars for each Lot owned by Declarant at the time of each such annual assessment

(b) Commencing with the year beginning with January 1, 1971, and each year thereafter, the Board of Directors of the Association, at its annual meeting next preceding such January 1, 1971, and each January 1, thereafter, may, after consideration of current maintenance costs and future needs of the Association, fix the annual assessment for each year without a vote of the Members, at an amount not to exceed an increase' of three percent (3%) above the maximum assessment for the previous year. The assessment for each Lot owned by Declarant, at the time of the annual assessment, shall be an amount equal to two-thirds (2/3) of the amount assessed against each Lot owned by the other Members.

(c) Commencing with the year beginning with January 1, 1971, and in each year thereafter, any increase in the annual assessment above three percent (3%) of the maximum previous annual assessment must be approved by each class of the Association' s Members, as provided in Section 3 of Article III.

Section 4. Special Assessments for Capital Improvements. In addition to the annual assessments authorized by Section 3 hereof, the Association may levy in any assessment year a special assessment, applicable to that year only, for the purpose of defraying, in whole or in part, the cost of any construction or reconstruction, unexpected repair or replacement of a described capital improvement upon the Common Properties, including the necessary fixtures and personal property related thereto, provided that any such assessment shall have the affirmative approval of the Association' s Members, as provided in Section 3, Article III.

Section 5. This section is omitted pursuant to the "Corrected First Amendment to Declaration of Covenants and Restrictions"

Section 6. This section is omitted pursuant to the "Corrected First Amendment to Declaration of Covenants and Restrictions"

Section 7. Date of Commencement of Annual. Assessment: Due Dates. The annual assessments provided for herein shall commence on the first day of the month following the conveyance of the Common Properties to the Association, and shall be payable monthly, in advance, on the first day of each month thereafter.

The first annual assessment shall be made for the balance of the calendar year in which it is levied, The amount of the annual assessment which may be levied for the balance remaining in

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the first year of assessment shall be an amount which bears the same relationship, to the annual assessment provided for in Section 3 hereof as the remaining number of months in that year bear to twelve; provided however, that if the date of commencement falls on other than the first day of a month, the assessment for such month shall be prorated by the number of days remaining in the month. The first annual assessments shall be due and payable, in as many equal installments as there are Monthly Payment Dates remaining in the first year, said installments to be due and payable on said Monthly Payment Dates. The same pro rata reduction in the amount of the assessment shall apply to the first annual assessment levied against any Lot which is hereafter added to the Lots now subject to assessment at a time other than the beginning of any assessment period.

The due date or dates, if it is to be paid in installments, of any special assessment under Section 4 hereof shall be fixed in the resolution authorizing such assessment.

Section 8. Duties of the Board of Directors with respect to assessments. The Board of Directors of the Association shall fix the date of commencement and the amount of the assessment against each lot for each assessment period at least thirty (30) days in advance of such date or period and shall, at that time, prepare a roster of the properties and assessments applicable thereto which shall be kept in the office of the Association and shall be open to inspection by any Owner.

Written notice of the assessment shall thereupon be sent to every Owner subject thereto.

The Association shall upon demand at any time furnish to any Owner liable for said assessment a certificate in writing signed by an officer of the Association, setting forth whether said assessment has been paid. Such certificate shall be conclusive evidence of payment of any assessment therein stated to have been paid.

Section 9. Effect of Non-Payment of Assessment: The Personal Obligation of the Owner: The Lien: Remedies of the Corporation. If the assessments are not paid on the date when due (being the dates specified in Sec 7 hereof), then such assessment shall become delinquent and shall, together with such interest thereon and of collection thereof as hereinafter provided, thereupon become a continuing lien on the property which shall bind such property in the hands of the then owner, his heirs, devisees, personal representative and assigns. The personal obligation of the then owner to pay such assessment, however, shall remain his personal obligation for the statutory period and shall not pass to his successors in title unless expressly assumed by them.

If the assessment is not paid within thirty (30) days after the delinquency date, the assessment shall bear interest from the date of delinquency at the rate of eight percent (8%) per annum, and the corporation may bring an action at law against the owner persona obligated to pay the same or to foreclose the lien against the property and there shall be added to the amount of such assessment the costs of preparing and filing the complaint in such action and in the event judgment is obtained such judgment shall include interest on the assessment as above provided and a reasonable attorney's fee to be fixed by the court together with the costs of the action.

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In the event the corporation should fail or be unable for any reason to collect the assessments provided for herein, then the City of Dallas shall be authorized to levy, assess and collect such assessments along with the taxes levied, assessed and collected the City of Dallas on such properties.

Section 10. Subordination of the Lien to Mortgages. The lien of the assessments provided for herein shall be subordinate to the lien of any mortgage or mortgages now or hereafter placed upon the properties subject to assessment; PROVIDED HOWEVER, that such subordination shall apply only to the assessments which have become due and payable prior to the sale of such property pursuant to a decree of foreclosure of any such mortgage. Such sale shall not relieve such property from liability for any assessments thereafter becoming due nor from the lien of any such subsequent assessment.

Section 11. Rights of the City of Dallas. In the event of the dissolution of the Association, or if the Association fails or refuses to adequately maintain the appearance and conditions of the Common Properties which it is obligated to maintain under the provisions hereof, the City of Dallas shall have the right and may assume the duty of performing all such maintenance obligations of the Association (1) at any time after such dissolution on giving written notice to the owners, or (2) at any time after the expiration of ten (10) days after receipt by the Association of written notice from the City of Dallas setting forth in detail the nature and extent of such failure, unless such failure shall have been remedied within said ten (10) days. Pursuant to this end, the City of Dallas may collect any assessments, annual and/or special, set by the Board of Directors as provided for herein, which such annual assessments shall be not less than the initial annual assessments per lot herein provided, any provision of Section 3 and Section 5 of this Article to the contrary notwithstanding, when the same shall become due and, if necessary, enforce the payment of delinquent assessments in the manner set forth in this Declaration or, in the alternative the City of Dallas may levy an assessment upon each lot covered by the provisions hereof on a pro rata basis for the cost of such maintenance, expense and overhead, notwithstanding Section 3, Section 4, Section 5, Section 7, and Section 10 of this Article, which assessment shall constitute a lien upon the land assessed; and , furthermore, during such period of failure or dissolution , the Association shall have no obligation or authority with respect to the maintenance of the Common Properties. The power and authority herein granted to the City of Dallas shall cease to exist at such time as the Association shall deliver to the City of Dallas substantial evidence of its willingness and ability to resume maintenance of the Common Properties.

In the event the City of Dallas assumes the duty of performing the maintenance obligations of the Association by written acknowledgement unto the Association, then the City, its agents, representatives and employees shall have right of access to and over the Common Properties for the purposes of maintaining, improving and preserving the same.

In no event, and under no circumstances, shall the City of Dallas be liable to the property owners, their heirs, devisees, personal representatives, and assigns of this association for negligent acts or construction relating in any manner to maintaining, improving and preserving these Common Properties.

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ARTICLE VI.

ARCHITECTURAL CONTROL COMMITTEE

No erection of structures or exterior additions or alterations to any building situated upon The Properties nor erection of or changes or additions in fences, walls, sidewalks, driveways, and concrete pads, and other structures shall be commenced, erected or maintained until the plans and specifications showing the nature, kind, shape, height, materials and location of the same shall have been submitted to and approved in writing as to harmony of external design, appearance and location in relation to surrounding structures and topography by an architectural committee which may consist of members of the Board of Directors, persons who are members of the Corporation, and qualified architects, planners, and builders, as designated by the Board of Directors of the Association. In the event said committee, or its designated representatives, fail to approve or disapprove such design and location within thirty (30) days after said plans and specifications have been submitted to it, and if no suit to enjoin the addition, alteration or change has been commenced prior to the completion thereof, approval will not be required and this article will be deemed to have been fully complied with. Neither the members of such committee nor its designated representative shall be entitled to compensation for services performed pursuant to this Article.

ARTICLE VII

PROTECTIVE COVENANTS

Section 1. No Lot shall be used except for single-family residential purposes. For residential purposes, no structure shall be erected, altered, placed or permitted to remain on any lot other than one detached single-family dwelling, not to exceed two stories above ground in height and private garage, and servants house for use of bona fide servants.

Section 1a. Each Lot shall be limited to one permanent vehicular driveway access.

Section 1b. No structure of a temporary character, mobile home, recreational vehicle, motor home, trailer, including boat trailer, storm shelter, tent, shack, detached garage, barn or other outbuilding shall be used on any lot at any time as a residence either temporary or permanently.

Section 2. The floor area of the main structure, exclusive of one story open porches and garages, shall not be less than 1,250 square feet, on one story dwellings, and 1,500 square feet, exclusive of open porches and garages on one and one-half and two story dwellings; provided, however, that the total ground area covered by all buildings and improvements shall not exceed 2,677 square feet on any one lot. The private garage on each lot shall provide space for not less than 2 nor more than 3 cars. The doors of such garage shall front the private access roadway and shall be set back 22 feet and 6 inches from the edge of the roadway.

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Section 3. No building shall be located on any lot nearer to the front lot line or nearer to the side street line than the minimum building set back lines shown on the recorded plat.

Section 4. No residential structure shall be erected or placed on any building plot, which plot has a lot width and size less than that shown on the plat.

Section 5. Easements for installation, maintenance, repair and removal of utilities and drainage facilities and floodway easements are reserved by Declarant as shown on the recorded plat of said land, the provisions of said plat pertaining to use of land situated within such utility and floodway easements being hereby referred to for all purposes. Full right of ingress and egress shall be had by Declarant at all times over any dedicated easement for the installation, operation, maintenance, repair or removal of any utility together with the right to remove any obstruction that may be placed in such easement that would constitute interference with the use of such easement, or with the use, maintenance, operation or installation of such utility.

Section 6. No noxious or offensive activity as defined by Holiday Park's Board of Directors shall be carried on upon any lot, nor shall anything be done thereon which may be or may become annoyance or nuisance to the neighborhood.

Section 7. Buildings, fences, mailboxes, driveways, and other structures, shall be maintained in good order and repair and free of debris including, but not limited to the seeding or sodding, watering and mowing of all lawns, the pruning and cutting of all trees and shrubbery and the painting or other appropriate external care of all buildings and other improvements, all in a manner and with such frequency as is consistent with good property management.

Section 8. No signs of any kind shall be displayed to the public view on any lot except one professional sign of not more than one square foot or a sign of not more than five square feet advertising the property for sale or rent. Additionally, a sign promoting a political candidate or a garage sale is allowed provided it is not more than five square feet and is not displayed for more than 15 consecutive days. A sign indicating involvement in a school activity is allowed provided it is not more than five square feet.

Section 9. No animals, livestock, or poultry of any kind shall be raised, bred, or kept on any lot, except that dogs, cats, or other household pets may be kept provided that they are not kept, bred, or maintained for any commercial purposes.

Section 10. No lot shall be used or maintained as a dumping ground for rubbish, trash or garbage. Other waste shall not be kept except in sanitary containers.

Section 11. No fence, wall, concrete pad, structure, patio, or hedge shall be located nearer to any front, rear, or side lot lines than the building set back lines without prior approval by the Architectural Control Committee.

Section 12. Trucks with hauling capacity in excess of 1.0 ton, or vehicles with more than 12 seats shall not be permitted to park on the streets, common parking areas, driveways or lots over

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night, and no vehicle of any size which normally transports inflammatory or explosive cargo may be kept in this subdivision at any time.

Section 12a. RV vehicles, and motor homes are not permitted to park on the streets, common parking areas, driveways or lots, unless the RV is of a size that allows it to be housed completely within the existing private garage structure. The RV must be housed within the garage structure. However, as a temporary condition such vehicles may be parked over night on the street or driveway for a period not to exceed 7 consecutive days or 14 days per calendar year.

Section 13. A motorboat, house boat, personal water craft, or other water borne vehicle, or any small utility trailer or boat trailer may be maintained, stored or kept on any parcel of property covered by these covenants only if housed or screened completely within a structure which has been previously approved by the Architectural Control Committee described in Article VI hereof.

Section 14. No antenna or tower, visible from off the property, greater than 6 feet in any dimension shall be erected upon any lot without prior approval from the Architectural Control Committee.

Section 15. Trash receptacles will be stored adjacent to or behind the building setback line during non-trash collection days.

Section 16. Water, gas, lights, telephone, and other utilities shall be located underground on each lot.

ARTICLE VIII

GENERAL PROVISIONS

Section 1. The covenants and restrictions of this Declaration shall run with and bind the land, and shall inure to the benefit of and be enforceable by Holiday Park Home Owners Association, or the owner of any land subject to this Declaration, their respective legal representatives, heirs, successors and assigns, for a term of thirty (30) years from the date that this Declaration is recorded, after which time said covenants shall be automatically extended for successive periods of ten (10) years unless, an instrument signed by a majority of the then Owners of the Lots has been recorded, agreeing to change said covenants and restrictions in whole or in part provided, however, that no such agreement to change shall be effective unless made and recorded three (3) years in advance of the effective date of such change.

Section 2. Enforcement. Enforcement of these covenants and restrictions shall be by any proceeding at law or in equity against any person or persons violating or attempting to violate any covenant or restriction either to restrain violation or to recover damages and against the land to enforce any lien created by these covenants; and failure by the Holiday Park Home Owners

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Association or any owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter .

Section 3. Except as provided in Section 1 of this Article the Covenants and Restrictions of this Declaration may be abolished, amended and/or changed, in whole or in part, only with the ninety percent (90%) consent of the Members evidenced by a document in writing bearing each of their signatures during the first thirty (30) year period following the date this Declaration, and thereafter by a document signed by not less than seventy-five percent (75%) of the Members.

Section 4. Severability. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no wise affect any other provisions, which shall remain in full force.

Section 5. FHA/VA Approval. Anything contained herein to the contrary notwithstanding, as long as there is Class B membership, the following actions will require the prior approval of the Federal Housing Administration or Veterans Administration:

Annexation of additional properties, Dedication of Common Properties, and Amendment of this Declaration of Covenants and Restrictions.

Except as hereinabove to the contrary provided, the Declaration shall remain in full force and effect in accordance with the terms and conditions thereof.

IN WITNESS WHEREOF, the undersigned, being the Declarant herein, hereunto set its hand and seal on the day and year first above written.

ARTICLES OF INCORPORATION
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ARTICLES OF INCORPORATION OF HOLIDAY PARK HOME OWNERS ASSOCIATION

We, the undersigned, natural persons of the age of twenty-one years or more, at least two of whom are citizens of the State of Texas, acting as incorporators of a corporation under the Texas Non-Profit Corporation Act, do hereby adopt the following Articles of Incorporation for such corporation:

ARTICLE ONE

Definitions

The following words when used in these Articles of Incorporation shall have the following meanings:

- A. “Corporation” shall mean and refer to the corporation incorporated hereunder.
- B. “Properties” shall mean and refer to the land and premises to be known as Holiday Park Subdivision, an addition to the City of Dallas, State of Texas (said Subdivision being described by metes and bounds on Exhibit A attached hereto) and such additions thereto as may hereafter be brought within the jurisdiction of this corporation by annexation as provided in the Declaration (as hereinafter defined).
- C. “Declaration” shall mean and refer to that certain Declaration of Covenants and Restrictions applicable to the Properties and recorded or to be recorded in the office of the County Clerk of Dallas County, Texas, and as the same may be amended or supplemented from time to time as therein provided.
- D. “Common Properties” shall mean and refer to those areas of land designated as Common Properties on any recorded subdivision plat of the Properties and intended to be devoted to the common use and enjoyment of the Members of the Corporation, together with any and all improvements that are now or may hereafter be constructed thereon.
- E. “Lot” shall mean and refer to any plot or tract of land shown upon any recorded subdivision map of the Properties, together with any and all improvements that are now or may hereafter be constructed thereon, with the exception of Common Properties and other areas reserved by the developer on such recorded plat of the Properties.
- F. “Owner” shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title to any Lot situated upon the Properties but, notwithstanding any applicable theory of the mortgage or other security device, shall not mean or refer to any mortgagee or trustee under a deed of trust unless and until such mortgagee or trustee has acquired title pursuant to foreclosure or any proceeding in lieu of foreclosure.

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G. “Member” shall mean and refer to each Owner as provided herein in Article Nine and Article Ten.

H. “Declarant” shall mean and refer to Holiday Homes Construction of Prestonwood, Inc., a Texas corporation, its successors and any assignee, other than an Owner, who shall receive by assignment from the said corporation all, or a portion, of its rights hereunder as such Declarant, by an instrument expressly assigning such rights as Declarant to such assignee.

ARTICLE TWO

The name of the Corporation is Holiday Park Home Owners Association.

ARTICLE THREE

The Corporation is a non—profit corporation.

ARTICLE FOUR

The period of its duration is perpetual.

ARTICLE FIVE

This Corporation does not contemplate pecuniary gain or profit to the Members thereof, and is formed for the exclusive purpose of promoting the public interest of the City of Dallas, Texas, and in connection therewith:

A. To provide for maintenance, preservation and architectural control of and to promote the health, safety and welfare of the residents of the Properties, and to preserve the beautification of the Properties;

B. To acquire (by gift, purchase or otherwise), own, hold, improve, build upon, operate, maintain, convey, sell, lease, transfer, dedicate for public use or otherwise dispose of real or personal property in connection with the affairs of the Corporation;

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C. To provide garbage and trash collection within the Properties when, in its opinion, same shall be necessary or appropriate to supplement such services provided by the City of Dallas, Texas, and to otherwise supplement municipal services;

D. To maintain unkempt lands or trees;

E. To exercise all of the powers and privileges and to perform all of the duties and obligations of the Corporation as set forth in the Declaration, and reference to the Declaration is hereby made for all purposes;

F. To fix, levy, collect and enforce payment by any lawful means, all charges or assessments provided for by the terms of the Declaration and to pay all expenses in connection therewith and all office and other expenses incident to the conduct of the business of the Corporation, including any licenses, taxes or governmental charges which may be levied or imposed against the Common Properties or any other property owned by the Corporation;

G. To borrow money, to mortgage, pledge, deed in trust, or hypothecate any or all of its real or personal property as security for money borrowed or debts incurred; and

H. Insofar as permitted by law, to do any other thing that, in the opinion of the Board of Directors, will promote the common benefit and enjoyment of the residents of the Properties; provided, that no part of the net earnings of the Corporation shall inure to the benefit of or be distributable to any Member, director or officer of the Corporation, or any private individual (except that reasonable compensation may be paid for services rendered to or for the Corporation effecting one or more of its purposes), and no Member, director or officer of the Corporation, or any private individual, shall be entitled to share in the distribution of any of the corporate assets on dissolution of the Corporation; and provided, further, that no part of the activities of the Corporation shall be carrying on propaganda, or otherwise attempting, to influence legislation, or participating in, or intervening in (including the publication or distribution of statements), any political campaign on behalf of any candidate for public office.

ARTICLE SIX

The address of the initial registered office of the Corporation is 4767 First National Bank Building, Dallas, Texas, and the name of its initial registered agent at such address is Raleigh B. Blakely.

ARTICLE SEVEN

The business and affairs of the Corporation shall be initially managed by a Board of five (5) Directors, which number can be changed by amendment of the By-Laws of the Corporation, but shall in no event be less than three (3) nor more than nine (9). The names and addresses of the

ARTICLES OF INCORPORATION
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persons who are to act initially in the capacity of directors until the selection of their successors are:

Raleigh Blakely 2355 Stemmons, Suite 1101,
Dallas, Texas

Don Dixon 2355 Stemmons,
Dallas, Texas

Wesley N. Newell 2355 Stemmons,
Dallas, Texas

James R. Veteto 2355 Stemmons,
Dallas, Texas

John Friesen 2355 Stemmons,
Dallas, Texas

ARTICLE EIGHT

The name and street address of each incorporator is:

Michael G. Denton 2280 First National Bank Bldg.
Dallas, Texas 75202

George W. Coleman 2280 First National Bank Bldg.
Dallas, Texas 75202

William A. Thau 2280 First National Bank Bldg.
Dallas, Texas 75202

ARTICLE NINE

Every person or entity who is now or hereafter becomes an Owner shall automatically be a Member of the Corporation.

ARTICLE TEN

The Corporation shall have two classes of voting membership:

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Class A. Class A Members shall be all Members with the exception of Declarant. Class A Members shall be entitled to one vote for each Lot in which they hold the interest required for membership. When more than one person holds such interest or interests in any Lot, all such persons shall be Members, and the vote for such Lot shall be exercised as they, among themselves, determine, but in no event shall more than one vote be cast with respect to any such Lot.

Class B. The Class B Member(s) shall be Declarant. The Class B Member(s), at all times when the total number of Lots owned by the Class B Member(s) is greater than one-third (1/3) of the total number of Lots owned by Class A Members, shall be entitled to three (3) votes for each Lot in which it holds the interest required for membership. When the total number of Lots owned by the Class A Members equals or exceeds three (3) times the total number of Lots owned by the Class B Member(s), the Class B Member(s) shall, during the time such equality or excess continues, be entitled to only one vote for every Lot owned by it. Notwithstanding any other provision of this Article, from and after December 31; 1975, the Class B Member(s) shall be entitled to only one vote for every such Lot.”

ARTICLE ELEVEN

Where the Declaration requires that certain additions to the Properties be approved by this Corporation, such approval must be given by the consent of two-thirds (2/3) of each class of Members.

ARTICLE TWELVE

To the extent permitted by law, the Corporation may participate in mergers and consolidations with other non-profit corporations organized for the same purpose, PROVIDED that any such merger or consolidation must first have the assent of two-thirds (2/3) of each class of Members,

ARTICLE THIRTEEN

The corporation shall have the power to mortgage its real estate for the purpose of making improvements thereon, PROVIDED that any such mortgage must first have the assent of two-thirds (2/3) of each class of Members.

ARTICLE FOURTEEN

ARTICLES OF INCORPORATION
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The Corporation shall have power to dedicate or transfer any of its property to an appropriate public authority for public use, PROVIDED that no such dedication or transfer shall be effective unless an instrument has been signed by two-thirds (2/3) of each class of Members, agreeing to such dedication or transfer.

ARTICLE FIFTEEN

The Corporation may be dissolved only with the assent given in writing and signed by not less than two-thirds (2/3) of each class of Members.

ARTICLE SIXTEEN

ARTICLE SIXTEEN is deleted according to ARTICLES OF AMENDMENT TO THE ARTICLES OF INCORPORATION OF HOLIDAY PARK HOMEOWNERS ASSOCIATION dated February 10, 1970.

ARTICLE SEVENTEEN

These Articles may be amended only with the assent of seventy-five percent (75%) of the entire membership, PROVIDED that no amendment of Articles Nine and Ten (membership and voting rights) shall be effective except as provided in the Declaration. The provisions of Articles Nine and Ten have been incorporated into the Declaration and are part of the property interests created thereby.

ARTICLE EIGHTEEN

Upon dissolution of the Corporation, the assets both real and personal of the Corporation shall be dedicated to an appropriate public agency to be devoted to purposes as nearly as practicable the same as those to which they were required to be devoted by the Corporation. In the event that such dedication is refused acceptance, such assets shall be granted, conveyed and assigned to any non-profit corporation, association, trust or other organization engaged in activities substantially similar to those of the Corporation and which are qualified as exempt organizations under the Internal Revenue Code of 1954, or the corresponding provisions of any future United States Internal Revenue law.

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ARTICLE NINETEEN

As long as there is Class B membership, the following actions will require prior approval of the Federal Housing Administration or the Veterans Administration: (i) annexation of additional properties, (ii) mergers and consolidations, (iii) mortgaging of the Common Properties, (iv) dedication of Common Properties, (v) dissolution, and (vi) amendment of these Articles.”

ARTICLES OF INCORPORATION
CONDENSED VERSION

EXHIBIT A

To Articles of Incorporation of Holiday Park Homeowners Association

BEING a tract of land situated in the John Becknell Survey, Abstract No. 53, Dallas County, Texas, also being in City of Dallas Block No. 8195, and being more particularly described as follows:

BEGINNING at the northeast corner of said tract of land, being the point of the intersection of the west line of Meandering Way South, a 60-foot width street, and the south line of La Bolsa Drive, a 50-foot width street;

THENCE in a northwesterly direction along a curve to the left having a central angle of $24^{\circ} 48' 02''$ and a radius of 133.43', a distance of 74.59' to the end of curve;

THENCE West 1778.44 feet;

THENCE South 812.0 feet;

THENCE East 1788.85 feet;

THENCE in a southeasterly direction along a curve to the right having a central angle of $5^{\circ} 35' 33''$ and a radius of 517.08 feet, a distance of 60.23';

THENCE in a southeasterly direction along a curve to the right having a central angle of $0^{\circ} 06' 08''$ and a radius of 567.65', a distance of 1.01';

THENCE North along the West line of Meandering Way South 796.41 feet to the place of beginning, containing approximately 32 acres of land.

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BY-LAWS OF HOLIDAY PARK HOME OWNERS ASSOCIATION

ARTICLE I

DEFINITIONS

The following words when used in these by-laws, unless a different meaning or intent clearly appears from the context, shall have the following meanings:

- (a) “Association” shall mean and refer to HOLIDAY PARK HOME OWNERS ASSOCIATION, a Texas non-profit corporation.
- (b) “Articles” shall mean and refer to the Articles of Incorporation of the Association, and any Amendments thereto.
- (c) “Properties” shall mean and refer to the land and premises to be known as HOLIDAY PARK SUBDIVISION, an addition to the City of Dallas, State of Texas (the said subdivision being described by metes and bounds on Exhibit A attached to the Articles) and such additions thereto as may hereafter be brought within the jurisdiction of this Association by annexation as provided in the Declaration (as hereinafter defined).
- (d) “Declaration” shall mean and refer to that certain Declaration of Covenants and Restrictions applicable to the Properties and recorded in Volume 69080 Page 1135 of the Deed Records of Dallas County, Texas, and a certain Amended Declaration of Covenants and Restrictions applicable to the Properties and recorded in Volume 70028 Page 1619 of the Deed Records of Dallas County, Texas, and as the same may be amended or supplemented from time to time as therein provided.
- (e) “Common Properties” shall mean and refer to those areas of land designated as “Common Properties” on the map of said Subdivision recorded Volume 68042 Page 1600, Map Records of Dallas County, Texas.
- (f) “Lot” shall mean and refer to any plot or tract of land shown upon any recorded subdivision map of the Properties, together with any and all improvements that are now or may hereafter be constructed thereon, with the exception of Common Properties and other areas reserved by the developer on such recorded plat of the Properties.
- (g) “Owner” shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title to any Lot situated upon the Properties but, notwithstanding any applicable theory of the mortgage or other security device, shall not mean or refer to any mortgagee or trustee under a deed of trust unless and until such mortgagee or trustee has acquired title pursuant to foreclosure or any proceeding in lieu of foreclosure.
- (h) “Member” shall mean and refer to each Owner as provided herein in Article III.

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(i) "Declarant" shall mean and refer to Raldon Corporation, its successors, and a fly assignee who shall receive by assignment from the Declarant all, or a portion, of its rights under the Declaration as such Declarant, by an instrument expressly assigning such rights as Declarant to such assignee.

ARTICLE II

OFFICES

Section 1. The registered office of the Association is located in the City of Dallas, County of Dallas, of Texas.

Section 2. The Association may also have offices at such other places, within and without the State of Texas, as the board of directors may from time to time determine or as the business of the Association may require.

ARTICLE III

MEMBERSHIP

Section 1. Membership. Every person or entity who is a record owner of a fee or undivided fee interest in any Lot which is subject by covenants of record to assessment by the Association, shall be a Member of the Association. The foregoing is not intended to include persons or entities who hold an interest merely as security for the performance of an obligation. No Owner shall have more than one membership. Membership shall be appurtenant to and may not be separated from ownership of any Lot which is subject to assessment by the Association. Ownership of such Lot shall be the sole qualification for membership.

Section 2. Suspension of Membership. During any period in which a Member shall be in default in the payment of any annual or special assessment levied by the Association, the voting rights and right to use of the recreational facilities of such Member may be suspended by the board of directors until such assessment has been paid. Such rights of a Member may also be suspended after notice and hearing, for a period not to exceed thirty (30) days, for violation of any rules and regulations established by the board of directors governing the use of the Common Properties and facilities.

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ARTICLE IV

PROPERTY RIGHTS: RIGHTS OF ENJOYMENT

Section 1. Each Member shall be entitled to the use and enjoyment of the Common Properties and facilities as provided in the Declaration. Any Member may delegate his rights of enjoyment of the Common Properties and facilities to the members of his family, his tenants or contract purchasers, who reside on his Lot. Such Member shall notify the secretary in writing of the name of any such delegee. The rights and privileges of such delegee are subject to suspension to the same extent as those of the Member.

Section 2. Irrespective of the fact that Section 3 of Article IV of the Declaration gives the Association the right to charge reasonable admission and other fees for the use of any recreational facilities situated upon the Common Properties, this right shall not be exercised as to Members for a period of five years from the date of the recordation of the Declaration, and after this period, only upon written approval of two-thirds (2/3) of the entire Class A Membership.

ARTICLE V

BOARD OF DIRECTORS: SELECTION:

TERM OF OFFICE:

Section 1. Number. The affairs of this Association shall be managed by a Board of eight (8) directors, who need not be Members of the Association. These directors are selected as described in Section 2 of this Article. The number of directors may be increased to nine (9) directors by Amendment of the by-laws by the Members pursuant to Section 1 of Article XV.

Section 2. Election. At each annual meeting, the Members shall elect four (4) directors to serve for a term of two (2) years. These will alternately be chosen from the four circles fronting on Arapaho and from the four fronting on La Bolsa, beginning in 1974 with Arapaho. La Bolsa directors will be elected in 1974 but will serve for only a one year term, to be replaced in 1975 by two year terms.

Section 3. Removal. Any director may be removed from the Board, with or without cause, by a majority vote of the Members of the circle represented by the director, or by a majority vote of the Board of Directors. In the event of death, resignation or removal of a director, his successor shall be selected by the remaining members of the Board and shall serve for the unexpired term of his predecessor.

Section 4. Compensation. No director shall receive compensation for any service he may render to the Association. However, any director may be reimbursed for his actual expenses incurred in the performance of his duties.

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Section 5. Action Taken Without a Meeting. The directors shall have the right to take any action in the absence of a meeting which they could take at a meeting by obtaining the written approval of all the directors. Any action so approved shall have the same effect as though taken at a meeting of the directors.

ARTICLE VI

MEETING OF DIRECTORS

Section 1. Regular Meetings. Regular meetings of the Board of Directors shall be held monthly without notice, at such place and hour as may be fixed from time to time by resolution of the Board. Should said meeting fall upon a legal holiday, then that meeting shall be held at the saline time on the next day which is not a legal holiday.

Section 2. Special Meetings. Special meetings of the board of directors shall be held when called by the president of the Association, or by any two directors, after not less than three (3) days written notice delivered to each director.

Section 3. Quorum. A majority of the number of directors shall constitute a quorum for the transaction of business. Every act or decision done or made by a majority of the directors present at a duly held meeting at which a quorum is present shall be regarded as the act of the Board.

ARTICLE VII

NOMINATION AND ELECTION OF DIRECTORS

Section 1. Nomination. Nomination for election to the board of directors shall be made by a Nominating Committee. Nominations may also be made from the floor at the annual meeting. The Nominating Committee shall consist of a chairman, and two or more Members of the Association. The Nominating Committee shall be appointed by the board of directors prior to each annual meeting of the Members, to serve from the close of such annual meeting until the close of the next annual meeting and such appointment shall be announced at each annual meeting. The Nominating Committee shall make as many nominations for election to the board of directors as it shall in its discretion determine, but not less than the number of vacancies that are to be filled. Such nominations may be made from among Members or non-members.

Section 2. Election. Election to the board of directors shall be by secret written ballot. At such election the Members or their proxies may cast, in respect to each vacancy as many votes as they are entitled to exercise under the provisions of the Declaration. The persons receiving the largest number of votes shall be elected. Cumulative voting is not permitted.

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ARTICLE VIII

POWERS AND DUTIES OF THE BOARD OF DIRECTORS

Section 1. Powers. Subject to the provisions of Section 3 of this Article VIII, the board of directors shall have power to:

- (a) adopt and publish rules and regulations governing the use of the Common Properties and facilities, and the personal conduct of the Members and their guests thereon, and to establish penalties for the infraction thereof;
- (b) exercise for the Association all powers, duties and authority vested in or delegated to this Association and not reserved to the membership by other provisions of these By-Laws, the Articles, or the Declaration;
- (c) declare the position of a Member of the board of directors to be vacant in the event such Member shall be absent from three (3) consecutive regular meetings of the Board of Directors; and
- (d) employ a manager, an independent contractor, or such other employees as they deem necessary, and to prescribe their duties.

Section 2. Duties. It shall be the duty of the board of directors to:

- (a) cause to be kept a complete record of all its acts and corporate affairs and to present a statement thereof to the Members at the annual meeting of the Members or at any special meeting, when such statement is requested in writing by one-fourth (1/4) of the Class A Members who are entitled to vote;
- (b) supervise all officers, agents and employees of this Association, and to see that their duties are properly performed;
- (c) as more fully provided herein, and in the Declaration, to:
 - (i) fix the amount of the annual assessment against each Lot in advance of each annual assessment period, as provided in Article V of the Declaration, and
 - (ii) send written notice of each assessment to every Owner subject thereto at least thirty (30) days in advance of each annual assessment period;
- (d) issue, or to cause an appropriate officer to issue upon demand by any person, a certificate setting forth whether or not any assessment has been paid. A reasonable charge may be made by the Board for the issuance of these certificates. If a certificate states an assessment has been paid, such certificate shall be conclusive evidence of such payment

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- (e) procure and maintain adequate liability and hazard insurance on property owned by the Association;
- (f) cause all officers or employees having fiscal responsibilities to be bonded, as it may deem appropriate; an
- (g) cause the Common Properties to be maintained (except as otherwise provided in the Declaration).
- (h) Supervise the making of capital improvements, as defined in Section 3 of this Article VIII, to insure that the said capital improvements are made in accordance with the design specifications, and location thereof as approved by the members, and approve and accept by formal action completion of such. capital improvements after inspection thereof.

Section 3. Limitation upon the powers. The board of directors shall not incur, obligate or pay any expenses with assets of the Association, for the purpose of making capital improvements to Common Properties, unless the board has obtained prior approval thereof by a majority of the members entitled to vote at any annual meeting or at any special meeting validly called for the purpose of acting thereon.

For the purpose of this Section 3, “Capital improvements” shall mean generally the expansion or improvement of existing properties not in the ordinary course of business. “Capital improvements” includes, but is not limited to:

- (1) constructing or erecting buildings, structures, recreational facilities, or similar objects;
- (2) altering the landscape, including the addition or removal of fences, walkways, lights, trees, shrubs, rocks, or other decorative landscape materials; and
- (3) expanding capital improvements, whenever made.

“Capital improvements” shall not include the expenditure of funds for the purpose of routine operations and for the purpose of maintaining and repairing existing facilities and grounds in a safe condition and in good working order.

ARTICLE IX

COMMITTEES

Section 1. The board of directors shall appoint an Architectural Control Committee, as provided in the Declaration, and a Nominating Committee, as provided in these By-Laws. In addition, the board of directors shall appoint other committees as deemed appropriate in carrying out its purposes, such as:

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- (a) A Recreation Committee which shall advise the board of directors on all matters pertaining to the recreational program and activities of the Association and shall perform such other functions as the Board, in its discretion determines;
- (b) A Maintenance Committee which shall advise the board of directors on all matters pertaining to the maintenance repair or improvement of the Properties, and shall perform such other functions as the Board in its discretion determine
- (c) A Publicity Committee which shall inform the Members of all activities and functions of the Association, and shall after consulting with the board of directors, make such public releases and announcements as are in the best interest of the Association; and
- (d) An Audit Committee which shall supervise the annual audit of the Association's books and approve the annual budget and statement of income and expenditures to be presented to the membership at its regular annual meeting, as provided in Article XI, Section 8. The Treasurer shall be an ex officio member of the Committee.

Section 2. It shall be the duty of each committee to receive complaints from Members on any matter involving Association functions, duties, and activities within its field or responsibility. It shall dispose of such complaints as it deems appropriate or refer them to such other committee, director or officer of the Association as is further concerned with the matter presented.

ARTICLE X

MEETINGS OF MEMBERS

Section 1. Meetings of the Members for the election of directors shall be held at the offices of the Association in the City of Dallas, State of Texas, or at such other location within the City of Dallas, State of Texas, as shall be stated in the notice of the meeting or in a duly executed waiver of notice thereof. Meetings of Members for any purpose may be held at such place, within or without the State of Texas, and at such time as shall be stated in the notice of the meeting, or in a duly executed waiver of notice thereof.

Section 2. Annual Meetings. Annual meetings shall be held on the first Tuesday of December if not a legal *holiday*, and if a legal holiday, then on the next secular day following at 7:30 p.m., at which they shall elect by a plurality vote a board of directors, and transact such other business as may properly be brought before the meeting.

Section 3. Special Meetings. Special meetings of the Members may be called by the president, the board of director and shall be called by the secretary upon written request of Members entitled to cast one-fourth (1/4) of all of the votes of the entire membership or who are entitled to cast one-fourth of the Class A membership.

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Section 4. Notice. Written or printed notice stating the place, day and hour of the meeting and, in the case of a special meeting, the purpose or purposes for which the meeting is called, shall be delivered not less than ten nor more than fifty days before the day of the meeting, either personally or by mail, by or at the direction of the president, the secretary, or the officer or person calling the meeting, to each Member entitled to vote at such meeting.

Section 5. Purpose. Business transacted at any special meeting shall be confined to the purposes stated in the notice thereof.

Section 6. The presence at any meeting of Members entitled to cast one-tenth (1/10) of the votes of each class of membership, represented in person or by proxy, shall constitute a quorum at meetings of Members except as otherwise provided in the Declaration or the Articles. If, however, a quorum shall not be present or represented at any meeting of the Members the Members present in person or represented by proxy shall have power to adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum shall be present or represented. At such adjourned meeting at which a quorum shall be present or represented any business may be transacted which might have been transacted at the meeting as originally notified.

Section 7. Majority Vote. The vote of Members entitled to cast a majority of the votes thus represented at a meeting at which a quorum is present shall be the act of the Members meeting, unless the vote of a greater number is required by law, the Declaration or the Articles.

Section 8. Voting Rights. Each Member may cast as many votes as he is entitled to exercise under the terms and provisions of the Articles on each matter submitted to a vote at a meeting of Members, except to the extent that the voting rights of any Member have been suspended in accordance with these By-Laws. At each election for directors every Member entitled to vote at such election shall have the right to cast as many votes as he is entitled to exercise under the terms and provisions of the Articles, in person or by proxy, for as many persons as there are directors to be elected and for whose election he has a right to vote, and Members of the Association are expressly prohibited from cumulating their votes in any election for directors of the Association.

Section 9. Proxies. A Member may vote in person or by proxy executed in writing by the Member or by his duly authorized attorney in fact. No proxy shall be valid after eleven (11) months from the date of its execution unless otherwise provided in the proxy. Each proxy shall be revocable unless expressly provided therein to be irrevocable, and in no event shall it remain irrevocable for a period of more than eleven (11) months from the date of its execution.

Section 10. List of Members. The officer or agent having charge of the corporate books shall make, at least ten (10) days before each meeting of Members, a complete list of the Members entitled to vote at such meeting or any adjournment thereof, arranged in alphabetical order, with the address of each, which list, for a period of ten (10) days prior to such meeting, shall be kept on file at the principal office of the Association and shall be subject to inspection by a Member at any time during the usual business hours. Such list shall also be produced and kept

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open at the time and place of the meeting and shall be subject to the inspection of any Member during the whole time of the meeting.

Section 11. Action without Meeting. Any action required by the statutes to be taken at a meeting of the Members or any action which may be taken at a meeting of the Members 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 entitled to vote with respect to the subject-matter thereof, and such consent shall have the same force and effect as a unanimous vote of Members.

Section 12. Conflict. Any conflict between one or more provisions of these By-laws and one or more provisions of the Articles shall be resolved in favor of the provisions set forth in the Articles.

ARTICLE XI

OFFICERS AND THEIR DUTIES

Section 1. Enumeration of Offices. The officers of this Association shall be a president and a vice president, who shall at all times be members of the board of directors, a secretary, and a treasurer, and such other officers as the Board may from time to time by resolution create.

Section 2. Election of Officers. The election of officers shall take a place at the first meeting of the board of directors following each annual meeting of the Members.

Section 3. Term. The officers of this Association be elected annually by the Board and each shall hold for one (1) year unless he shall sooner resign or be removed, or otherwise disqualified to serve. Section 4. Special Appointments. The Board may elect such other officers as the affairs of the Association may require, each of whom shall hold office for such period, have such authority, and perform such duties as the Board may, from time to time, determine.

Section 5. Resignation and Removal. Any officer may be removed from office with or without cause by the Board. Any officer may resign at any time by giving written notice to the Board, the president or the secretary. 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.

Section 6. Vacancies. A vacancy in any office may be filled in the manner prescribed for regular election. The officer elected to such vacancy shall serve for the remainder of the term of the officer he replaces.

Section 7. Multiple Offices. The offices of secretary and treasurer may be held by the same person. No person shall simultaneously hold more than one of any of the other offices except in the case of special offices created pursuant to Section 4 of this Article.

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Section 8. Duties. The duties of the officers are as follows:

President

(a) The president shall preside at all meetings of the board of directors; shall see that orders and resolutions of the Board are carried out; shall sign all leases, mortgages, deeds and other written instruments and shall co-sign all checks and promissory notes.

Vice President

(b) The vice president shall act in the place and stead of the president in the event of his absence, inability or refusal to act, and shall exercise and discharge such other duties as may be required of him by the Board.

Secretary

(c) The secretary shall record the votes and keep the minutes of all meetings and proceedings of the Board and of the Members; keep the corporate seal of the Association and affix it on all papers requiring said seal; serve notice of meetings of the Board and of the Members; keep appropriate current records showing the Members of the Association together with their addresses, and shall perform such other duties as required by the Board.

Treasurer

(d) The treasurer shall receive and deposit in appropriate bank accounts all monies of the Association and shall disburse such funds as directed by resolution of the board of directors; shall sign all checks and promissory notes of the Association; keep proper books of account; cause an annual audit of the Association books to be made by a public accountant at the completion of each fiscal year; and shall prepare (i) an annual budget and (ii) a statement of income and expenditures, to be presented to the membership at its regular annual meeting, a copy of each of which shall be made available to each Member upon request.

ARTICLE XII

ASSESSMENTS

The rights of membership in the Association are subject to the payment of annual and special assessments levied by the Association, the obligation of which assessments is imposed against the Owner of and becomes a lien upon each Lot against which such assessments are made as provided in Article V of the Declaration, which is incorporated herein by reference and made a part hereof for all purposes.

BY-LAWS
CONDENSED VERSION

ARTICLE XIII

BOOKS AND RECORDS

The books, records and papers of the Association shall at all times, during reasonable business hours, be subject to inspection by any Member. The Declaration, the Articles and the By-Laws of the Association shall be available for inspection by any Member at the principal office of the Association, where copies may be purchased at reasonable cost.

ARTICLE XIV

CORPORATE SEAL

The corporate seal shall have inscribed thereon the name of the Association, the year of its organization and the words "Corporate Seal, State of Texas." The seal may be used by causing it or a facsimile thereof to be impressed or affixed or in any other manner reproduced.

ARTICLE XV

AMENDMENTS

Section 1. These By-Laws may be amended, at a regular or special meeting of the Members, by a vote of a majority of a quorum of Members present in person or by proxy, except that the Federal Housing Administration or the Veterans Administration shall have the right to veto amendments while there is Class B membership.

Section 2. In the case of any conflict between the Articles and these By-Laws, the Articles shall control; and in the case of any conflict between the Declaration and these By-laws, the Declaration shall control.

ARTICLE XVI

FISCAL YEAR

The fiscal year of the Association shall begin on the first day of January and end on the 31st day of December of every year.