

**Documents For
Foxwood Glen
Residential
Association, Inc.**

Articles of Incorporation

JAN 18 1991

**ARTICLES OF INCORPORATION
OF
FOXWOOD GLEN RESIDENTIAL ASSOCIATION, INC.**

Corporations Section

I, the undersigned a natural person of the age of eighteen (18) years or more, acting as incorporator of a corporation under the Texas Non-Profit Corporation Act, do hereby adopt the following articles of incorporation for such corporation.

ARTICLE I

The name of the corporation is: Foxwood Glen Residential Association, Inc., hereinafter called the "Association".

ARTICLE II

The Association is a non-profit corporation.

ARTICLE III

The period of its duration is perpetual.

ARTICLE IV

The purpose or purposes for which the Association is organized are:

(1) to perform the functions of the Association as described in and pursuant to that certain Declaration of Covenants, Conditions and Restrictions for Foxwood Glen, Phase I, Plano, Texas, recorded on August 9, 1990, in Volume 3330, Pages 823 through 857, of the Office of the Land Records of Collin County, Texas (the "Declaration");

(2) to acquire, contract, manage, maintain and care for the property consisting of the Common Properties;

(3) to enter into and perform any contract and to exercise all powers which may be necessary or convenient to the operation, management, maintenance and administration of the affairs of the Properties described in the Declaration in accordance with the Declaration;

(4) to promote the health, safety and welfare of the residents, tenants and occupants within the Properties;

(5) to exercise the powers and privileges and to perform all of the duties and obligations imposed on the Association in accordance with the Declaration, as such Declaration may hereafter be amended, including but without limitation, to fix, levy, collect and enforce payment of assessments for such purposes, as set forth in the Declaration, to pay all expenses in connection therewith and all expenditures incident to the conduct of the administration and business of the property of the Association and all licenses, taxes and other charges as are levied or assessed against the Association and the Common Properties; and

(6) to buy, sell and deal in real property, personal property and services, to have and to exercise any and all powers, rights and privileges which a corporation organized under the non-profit corporation laws of the State of Texas by law may now or hereafter have to exercise.

The aforesaid statement of purposes shall be construed as a statement of both purposes and of powers and shall be broadly construed to effectuate its intent.

ARTICLE V

The street address of the initial registered office of the Association is 14860 Montfort, Suite 105, Dallas, Texas 75240, and the name of its initial registered agent at such address is David W. Howell.

ARTICLE VI

The capitalized terms used herein shall have the same meaning as set forth in the Declaration.

Every person or entity who is a record owner of a fee or undivided fee interest in any Lot and only such persons or entities shall be Members of the Association. Membership in this corporation shall be appurtenant to and may not be separated from ownership of any Lot. Ownership of such Lot shall be the sole qualification for membership in the Association. The Association may (but shall not be required to) issue certificates evidencing membership herein.

Voting rights of the Members are explained and described in the Bylaws of the Association and in the Declaration. Cumulative voting in the election of members of the Board of Directors or in other exercises of the right to vote is prohibited.

ARTICLE VII

The name and street address of the incorporator is:

Lyla R. Hines
2001 Ross Avenue
Suite 500
Dallas, Texas 75201-2916

ARTICLE VIII

The number of directors constituting the initial Board of Directors is three (3). The number of directors may be changed by amendment of the Bylaws of the Association. The names and addresses of the persons who are to act in the capacity of initial Directors are:

David W. Howell	14860 Montfort Suite 105 Dallas, Texas 75240
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Tom M. Matthews, Jr.	14860 Montfort Suite 205 Dallas, Texas 75240
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Nicholas R. DiGiuseppe	14860 Montfort Suite 205 Dallas, Texas 75240
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ARTICLE IX

Amendment, alteration or repeal of these articles shall require the assent of the membership as more specifically set forth in the Bylaws of the Association and/or the Declaration.

ARTICLE X

Directors of the Association shall not be liable to the Association or its members for monetary damages for an act or omission in the director's capacity as a director, except that this provision shall not eliminate or limit the liability of a director for:


- (1) a breach of a director's duty of loyalty to the Association or its members;

(2) an act or omission not in good faith or that involves intentional misconduct or a knowing violation of the law;

(3) a transaction from which a director received an improper benefit, whether or not the benefit resulted from an action taken within the scope of the director's office; or

(4) an act or omission for which the liability of a director is expressly provided for by statute.

IN WITNESS WHEREOF, I have hereunto set my hand, this 17th day of January, 1991.



Lyla R. Hines

Bylaws

BYLAWS
OF
FOXWOOD GLEN RESIDENTIAL ASSOCIATION, INC.
A TEXAS NON-PROFIT CORPORATION

Organized: January 18, 1991

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**BYLAWS
OF
FOXWOOD GLEN RESIDENTIAL ASSOCIATION, INC.
A TEXAS NON-PROFIT CORPORATION**

**ARTICLE I
NAME AND LOCATION**

The name of the association is **FOXWOOD GLEN RESIDENTIAL ASSOCIATION, INC.** (the "Association"). The Association is a non-profit corporation organized under the Texas Non-Profit Corporation Act. The principal office of the Association shall be located at 14860 Montfort, Suite 105, Dallas, Texas 75240, but meetings of members and directors may be held at such places within the State of Texas as may be designated by the Board of Directors.

**ARTICLE II
PURPOSE AND PARTIES**

Section 2.01. Purpose. The purpose for which the Association is formed is to govern the residential area of Foxwood Glen Phase I, situated in the City of Plano, County of Collin, State of Texas, which property is described in that certain Declaration of Covenants, Conditions and Restrictions for Foxwood Glen, Phase I, Plano, Texas (as same may be hereafter amended, the "Declaration") dated August 9, 1990, and recorded in Volume 3330, Page 823 of the Land Records of Collin County, Texas.

Section 2.02. Parties. All present or future Owners, tenants or future tenants of any Lot, or any other person who might use in any manner the facilities of the Properties are subject to the provisions and the regulations set forth in these Bylaws. The mere acquisition, lease or rental of any Lot or the mere act of occupancy of a Lot will signify that these Bylaws are accepted, approved, ratified, and will be complied with.

**ARTICLE III
DEFINITIONS**

The definitions contained in the Declaration are incorporated herein by reference.

**ARTICLE IV
MEMBERSHIP AND VOTING RIGHTS**

Section 4.01. Membership. Each and every Owner shall automatically be a Member of the Association without the necessity of any further action on his part, subject to the terms of the Declaration, the Articles of Incorporation, these Bylaws, and the rules and regulations with respect to the Common Properties from time to time promulgated by the Association. Membership shall be appurtenant to and may not be separated from the interest of such Owner in and to any portion of the Properties. Ownership of any portion of the Properties shall be the sole qualification for being a Member; provided, however,

a Member's voting rights, as herein described, or privileges in the Common Properties, or both, may be regulated or suspended as provided in the Declaration, these Bylaws, and/or the rules and regulations promulgated thereunder. Persons or entities shall be Members by reason of ownership of land dedicated and accepted by the local public authority and devoted to public use or Common Properties and such land shall be owned subject to all of the terms and provisions of the Declaration except that: (i) ownership of land devoted to purposes described in this sentence shall not create any votes in the Members owning such land, and (ii) such non-voting Members shall not be required to pay any assessments other than special individual assessments as described and authorized in the Declaration. No person or entity shall be a Member by reason of ownership of any easement, right-of-way, or mineral interest. In addition, any person or entity that holds an interest in and to all or any part of the Properties merely as security for the performance of an obligation shall not be a Member.

Section 4.02. Transfer. Membership may not be severed from the Properties nor may it be in any way transferred, pledged, mortgaged or alienated except upon the sale or assignment of the Owner's interest in all or any part of the Properties and then only to the purchaser or assignee as the new Owner thereof. Membership shall not be severed by the encumbrance by an Owner of all or any part of the Properties. Any attempt to make a prohibited severance, transfer, pledge, mortgage or alienation shall be void and of no further force or effect, and will be so reflected upon the books and records of the Association. Any transfer of the fee title to a lot, tract or parcel of real estate out of or a part of the Properties shall automatically operate to transfer membership to the new Owner thereof. In the event an Owner should fail or refuse to transfer the membership registered in such Owner's name to the transferee, the Association shall have the right to record the transfer upon its books and records.

Section 4.03. Classes of Voting Membership and Voting Rights. The Association shall have three (3) classes of voting membership:

Class A. Class A Members shall be all Members other than Class B Members and Class C Members. 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. Class B Members shall be any Owner who acquires a Lot from the Declarant for the purposes of constructing the initial residential dwelling on such Lot for sale to consumers. Class B Members shall be non-voting Members. Class B membership shall cease, and each Class B Member shall become a Class A Member, upon the sale of such Lot by the Class B Member.

Class C. The Class C Member shall be the Declarant. The Class C Member shall be entitled to six (6) votes for each Lot (a) in which Declarant holds the interest required for membership and (b) each Lot in which a Class B Member holds the interest required for membership. The Class C

membership shall cease, and the Class C Member shall become a Class A Member, upon the earlier to occur of the following:

- (a) when the total number of votes outstanding in the Class A membership is eight (8) times greater than the total number of votes outstanding in the Class C membership; or
- (b) on the tenth (10th) anniversary date of the lawful commencement date of the Association as an incorporated entity.

Notwithstanding the voting rights within the Association, until the Declarant no longer owns record title to any Lot or the tenth (10th) anniversary of the date this Declaration was recorded in the Office of the County Clerk of Collin County, Texas, whichever occurs first in time, the Association shall take no action with respect to any matter whatsoever without the prior written consent of the Declarant.

Owners of exempt properties as described in Section 5.11 of the Declaration shall be Members but shall not have voting rights.

Section 4.04. Multiple Owner Votes. Where there are multiple Owners of a Lot it is not intended by any provision of the Declaration or these Bylaws that each of said Owners shall be entitled to cast the votes allocated to such Lot nor may fractional votes be cast. For example, where three persons own a Lot, they shall jointly be entitled to vote the one vote allocated to such Lot and shall not be entitled to cast a full vote each. When more than one person or entity owns the interest or interests in and to any Lot, as required for membership in the Association, each and every person or entity shall be a Class A Member, and the vote for any such Lot shall be exercised as they, among themselves, collectively determine and they shall designate one person to cast the vote or execute a written consent, as applicable. The Owners of such Lot will notify the Association, in writing, of the person so designated. Such notice will not be valid unless signed by all Owners of such Lot. The Association shall not be required to recognize the vote or written assent of any such multiple Owners except the vote or written assent of the Owner designated in writing executed by all of such multiple Owners and delivered to the Association.

If such Owners are unable to agree among themselves as to how the one vote per Lot shall be cast, they shall forfeit the right to vote on the matter in question. If more than one person or entity purports to exercise the voting rights with respect to any such Lot on any matter in question, none of such votes shall be counted in tabulating the vote on such matter and such votes shall be deemed void.

Section 4.05. Suspension of Voting Rights. The voting rights of any Member may be suspended by the Board for any period during which any assessment levied by the Association remains past due, unless the Member is in good faith contesting the validity or amount of the Assessment. The voting rights of any Member may also be suspended by the Board for a period not to exceed sixty (60) days for an infraction of the rules and regulations set forth in the Declaration.

Section 4.06. Quorum, Notice and Voting Requirements.

(a) Subject to the provisions of Paragraph (d) of this Section, any action taken at a meeting of the Members shall require the assent of the majority of all of the votes of those who are voting in person or by proxy, regardless of class, at a duly called meeting.

(b) The presence at the initial meeting of Members entitled to cast, or of proxies entitled to cast, sixty percent (60%) of the votes of all Owners, regardless of class, shall constitute a quorum for any action except as otherwise provided in the Articles of Incorporation, the Declaration or these Bylaws. If the required quorum is not present or represented at the meeting, one additional meeting may be called, subject to the notice requirements set forth below, and the required quorum at such second meeting shall be one-half (1/2) of the required quorum at the preceding meeting; provided, however, that no such second meeting shall be held more than sixty (60) days following the first meeting.

(c) Written notice of each meeting of the Members shall be given by, or at the direction of, the secretary or person authorized to call the meeting, by mailing a copy of such notice, postage prepaid, at least ten (10) but not more than fifty (50) days before such meeting to each Member, addressed to the Member's address last appearing on the books of the Association, or supplied by such Member to the Association for the purpose of notice. Such notice shall specify the place, day and hour of the meeting, and, in the case of a special meeting, the purpose of the meeting.

(d) As an alternative to the procedure set forth above, any action referred to in this Section may be taken without a meeting if a consent in writing, approving of the action to be taken, shall be signed by all Members.

(e) Except as specifically set forth in these Bylaws, notice, voting and quorum requirements for all actions to be taken by the Association shall be consistent with its Articles of Incorporation and the Declaration, as the same may be amended from time to time.

Section 4.07. Annual Meeting. The first annual meeting of the Members shall be held within one (1) year after the date of incorporation of the Association. Thereafter, annual meeting shall be set by the Board so as to occur not later than ninety (90) days after the close of the Association's prior fiscal year. The time and place of all annual meetings shall be determined by the Board of Directors. The Board shall give written notice of the place of holding of the meeting to all Members.

Section 4.08. Special Meetings. Special meetings of the Members may be called at any time by the Declarant, by the President, by the Board of Directors, or upon the written request for a special meeting from Members who are entitled to vote at least sixty percent (60%) of the outstanding votes of the Members, regardless of class.

Section 4.09. Proxies. At all meetings of Members, each Member may vote in person or by proxy. All proxies shall be in writing and filed with the Secretary before the

appointed time of each meeting. Proxies shall be revocable and shall automatically cease upon conveyance by the Member of his Lot, or upon receipt by the Secretary of the Association of notice of the death or judicially declared incompetence of such Member. Unless otherwise provided in the proxy, no proxy shall be valid after the expiration of eleven (11) months from the date thereof unless otherwise provided therein, except that the maximum term of any proxy shall be three (3) years from the date of execution.

Section 4.10. Action Without Meeting By Written Ballot. Any action which may be taken by the Members at a regular or special meeting, other than the election of directors, may be taken without a meeting if done in compliance with relevant provisions of the Texas Business Corporation Act, the Texas Non-Profit Corporation Act, the Texas Miscellaneous Corporation Laws Act, and these Bylaws.

ARTICLE V BOARD OF DIRECTORS; SELECTION; TERM OF OFFICE

Section 5.01. Number. The affairs of this Association shall be managed by a Board of not less than three (3) directors (herein, the "Board"), all of whom, except for the members of the first Board, must be Owners or, where such Owner is not an individual person, an officer, director, shareholder, partner or representative of the Owner of such Lots. The number of directors may be changed by amendment of these Bylaws. The members of the initial Board of Directors or their successors, shall serve until the first annual meeting of the Members.

Section 5.02. Term of Office. At the first meeting, the Members, voting regardless of class, shall elect two (2) directors for a term of one (1) year each and one (1) director for a term of two (2) years. At each annual meeting thereafter, the Members, voting regardless of class, shall elect to replace those directors whose terms have expired. With the exception of the two directors elected at the first meeting to serve for a term of one year, all directors shall serve for a term of two (2) years.

Section 5.03. Removal. The entire Board may be removed from office, with or without cause, by a vote of Members holding a majority of the votes of the Association, regardless of class. Any individual director may be removed from the Board, with or without cause, prior to the expiration of his term of office by a vote of Members holding a majority of the votes of the Association, regardless of class.

Section 5.04. Vacancies. Vacancies on the Board shall be filled subject to the following provisions:

(a) Vacancies by Death or Resignation. In the event of the death or resignation of a director, a successor director shall be selected by a majority of the remaining members of the Board and shall serve for the unexpired term of such director.

(b) Vacancies by Removal. Vacancies created by the removal of a director shall be filled only by a vote of Members holding a majority of the votes of the Association. Such director shall serve for the unexpired term of the removed director.

(c) Vacancies by Increase in Directorships. Any vacancy 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.

Section 5.05. Indemnification of Officers and Directors. Except in cases of fraud, willful malfeasance, gross negligence or bad faith of the director or officer in the performance of duties, and subject to the provisions of applicable Texas law, each director and officer shall be indemnified by the Association and the Members against all expenses and liabilities, including attorneys' fees, reasonably incurred by or imposed upon him or her by judgment or settlement in connection with any proceeding to which he or she may be a party, or may become involved by reason of being or having been a director or officer of the Association. The Association may indemnify its officers and directors to the extent permitted by the Texas Non-Profit Corporation Act.

The Association may purchase and maintain insurance on behalf of any director or officer or may enter into other arrangements, such as creating a trust fund, establishing a form of self-insurance, or establishing a letter of credit, guaranty or surety arrangement, in connection with indemnification of directors and officers; provided, however, that in no event shall the grant of a security interest or other lien on the assets of the Association ever be given to secure an indemnity obligation under this Section 5.05.

Section 5.06. Compensation and Loans. No director shall receive compensation for any service such director may render to the Association. However, directors shall be reimbursed for actual expenses incurred in the performance of his or her duties of office. No loans may be made by the Association to any officer or director of the Association.

Section 5.07. Action Without Meeting and Telephone Meetings. 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. The Board may hold duly called meetings between Directors by telephone.

ARTICLE VI NOMINATION AND ELECTION OF DIRECTORS

Section 6.01. Nominations. Nominations for election to the Board 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, who shall be a member of the Board, and two or more Members. The Nominating Committee shall be appointed by the Board not less than thirty (30) days 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 as it in its discretion shall determine, but not less than the number of vacancies that are to be filled. Such nominations must be made from Owners or, where such Owner is not an individual person, an officer, director, shareholder, partner or representative of an Owner.

Section 6.02. Election of Board. The initial Board of Directors shall be set forth in the Articles of Incorporation of the Association. The first election of the Board shall be conducted at the first meeting of the Association. All positions on the Board shall be filled at that election. Thereafter, directors shall be elected by Members at the annual meeting. At such elections 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.

ARTICLE VII MEETINGS OF DIRECTORS

Section 7.01. Regular Meetings. Regular meetings of the Board shall be held quarter-annually at such place within the State of Texas, and at such hour as may be fixed from time to time by resolution of the Board. If the meeting date falls upon a Saturday, Sunday or legal holiday, then that meeting shall be held at the same time on the next day which is not a Saturday, Sunday or legal holiday. Notice of the agenda and place of meeting shall be delivered either personally, by mail, by telephone or telegraph to the Board members not less than four (4) days prior to the meeting. However, notice of a meeting need not be given to Board members who have signed a waiver of notice or a written consent to the holding of the meeting. Attendance in person at a meeting, except where such director attends for the express purpose of objecting to the transaction of any business on the ground that the meeting is not lawfully called or convened, shall constitute waiver of notice and such director's consent to the holding of said meeting.

Section 7.02. Special Meetings. Special meetings of the Board shall be held when called by written notice signed by the President of the Association or by any two (2) directors other than the President. The notice shall specify the time and place of the meeting and the nature of any special business to be considered. The notice shall be sent to all directors by mail not less than three (3) days prior to the scheduled time of the meeting, provided that notice of the meeting need not be given to Board members who have signed a waiver of notice or a written consent to the holding of the meeting. An officer of the Association shall make reasonable efforts to notify all directors of the meeting by telephone. Attendance in person at a meeting, except where such director attends for the express purpose of objecting to the transaction of any business on the ground that the meeting is not lawfully called or convened, shall constitute waiver of notice and such director's consent to the holding of said meeting.

Section 7.03. Quorum. A majority of the total number of directors constituting the Board shall constitute a quorum for the transaction of business. Every act performed or decision 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.

Section 7.04. Open Meetings. All meetings of the Board shall be open to all Members, but Members other than directors may not participate in any discussion or deliberation unless expressly so authorized by a majority of a quorum of the Board.

Section 7.05. Executive Session. The Board may, with approval of a majority of a quorum, adjourn a meeting and reconvene in executive session to discuss and vote upon

personnel matters, litigation in which the Association is or may become involved, disciplinary matters, and orders of business of a similar nature. The nature of any and all business to be considered in executive session shall first be announced in open session.

Section 7.06. Action Without Meeting and Telephone Meetings. The Board may take actions without a meeting if all of its members consent in writing to the action to be taken and may hold duly called meetings between directors by conference telephone or other similar communications equipment by means of which all persons participating in the meeting can hear each other. Participation in a meeting shall constitute presence in person at such meeting, except where a person participates in such 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.

If the Board takes an action by unanimous written consent, an explanation of the action taken shall be sent by mail to all directors within three (3) days after the written consent of all directors have been obtained.

ARTICLE VIII GENERAL POWERS AND DUTIES OF THE BOARD OF DIRECTORS

Section 8.01. Powers and Duties. The affairs of the Association shall be conducted by the Board. In addition to the powers and duties enumerated in the Declaration or elsewhere herein, and without limiting the generality thereof, the Board, for the mutual benefit of the Members, shall have the powers and/or duties set forth in the Declaration and the following powers and/or duties:

(a) If, as and when the Board, in its sole discretion, deems necessary it may take such action to enforce the terms and provisions of the Declaration, the Articles of Incorporation and these Bylaws by appropriate means and carry out the obligations of the Association thereunder, including without limitation, the expenditure of funds of the Association, the employment of legal counsel and accounting services, the commencement of legal causes of action, the promulgation and enforcement of the Association rules which may include the establishment of a system of fines and/or penalties enforceable as special individual assessments as provided in the Declaration and to enjoin and/or seek legal damages from any Owner for violation of such provisions or rules;

(b) To acquire (free and clear of any encumbrances), maintain and otherwise manage all or any part of the Common Properties and all facilities, improvements and landscaping thereon, and all personal property acquired or owned by the Association;

(c) Except as may otherwise be provided in the Declaration, to dedicate, mortgage or sell all or any part of the Common Properties and all facilities, improvements and landscaping thereon, and all personal property acquired or owned by the Association;

(d) To execute all declarations of ownership for tax assessment purposes and to pay any and all real and personal property taxes and other charges or assessments assessed against the Common Properties, if any, unless the same are separately assessed to all or any of the Owners, in which event such taxes shall be paid by such Owners;

(e) To obtain, for the benefit of the Common Properties, all water, gas and electric services, refuse collections, landscape maintenance services and other services, which in the opinion of the Board shall be necessary or proper;

(f) To make such dedications and grant such easements, licenses, franchises and other rights, which in its opinion are necessary for street, right-of-way, utility, sewer, drainage and other similar facilities or video services, cable television services, security services, communication services and other similar services over the Common Properties to serve the Properties or any part thereof;

(g) To contract for and maintain such policy or policies of insurance as may be required by the Declaration or as the Board deems necessary or desirable in furthering the purposes of and protecting the interest of the Association and its Members;

(h) To borrow funds to pay costs of operation secured by assignment or pledge of its rights against delinquent Owners to the extent deemed advisable by the Board;

(i) To enter into contracts for legal and accounting services, maintain one or more bank accounts, and generally, to have the powers necessary or incidental to the operation and management of the Association and the Common Properties;

(j) If, as and when the Board, in its sole discretion, deems necessary it may, but shall not be obligated to, take action to protect or defend the Common Properties or other property of the Association from loss or damage by suit or otherwise;

(k) If, as and when the Board, in its sole discretion, deems it necessary it may, but shall not be obligated to, sue and defend in any court of law on behalf of the Association or one (1) or more of its Members;

(l) To establish and maintain a working capital and/or contingency fund in an amount to be determined by the Board;

(m) To make reasonable rules and regulations for the operation and use of the Common Properties and to amend same from time to time;

(n) To make an unaudited annual report available (within one hundred twenty (120) days after the end of each fiscal year) to each Owner and any individual or entity holding a mortgage or deed of trust on any Lot;

(o) Subject to Article VII of the Declaration, to adjust the amount, collect and use any insurance proceeds to repair damage or replace lost property owned by the Association, and if the proceeds are insufficient to repair damage or replace lost property owned by the Association, to assess the Members in proportionate amounts to cover the deficiency as set forth in the Declaration;

(p) To provide services for the benefit of Members, including but not limited to security, entertainment, recreation, education and television cable;

(q) To delegate its powers and duties to committees, officers or employees as provided in these Bylaws, employ a manager or other persons and contract with independent contractors or managing agents who have professional experience to perform all or any part of the duties and responsibilities of the Association, provided that any contract with a person or entity appointed as a manager or managing agent shall be terminable with or without cause on not more than ninety (90) days written notice by the Association and shall have a term of not more than one (1) year with successive one (1) year renewal periods upon the mutual agreement of the parties;

(r) To suspend the voting rights of any Owners who have failed to pay their assessments or who have otherwise violated the Declaration, these Bylaws or the rules and regulations of the Association;

(s) To 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 twenty-five percent (25%) or more of the outstanding votes of the Members, regardless of class.

(t) To elect the officers of the Association, as provided in these Bylaws;

(u) To fill vacancies on the Board, in accordance with Section 5.04(a) hereof; and

(v) Generally, to have the powers necessary or incidental to the operation and management of the Association and the Common Properties.

Section 8.02. Contracts Terminable. Prior to the date that the Class C Membership converts to Class A Membership, the Board shall enter into no contracts or agreements which are not terminable by the Board upon no more than ninety (90) days prior written notice.

**ARTICLE IX
OFFICERS AND THEIR DUTIES**

Section 9.01. Enumeration of Officers. The officers of the Association shall be as follows:

- (a) A President, who shall at all times be a member of the Board;
 - (b) A Vice President, who shall at all times be a member of the Board;
 - (c) A Secretary, who may or may not be a member of the Board;
 - (d) A Treasurer, who may or may not be a member of the Board;
- and
- (e) Such other officers as the Board may from time to time by resolution create, who may or may not be members of the Board.

Section 9.02. Election of Officers. At its organizational meeting following the incorporation of the Association, the Directors shall elect officers. Thereafter, the election of officers shall take place at the first meeting of the Board following each annual meeting of the Members.

Section 9.03. Term. The officers shall be elected annually by the Board and each shall hold office for one (1) year unless an officer shall sooner resign, be removed, or otherwise become disqualified to serve.

Section 9.04. Special Appointments. The Board may elect such other officers or appoint such other agents 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 9.05. Resignation and Removal. Any officer may be removed from office by the Board with or without cause. 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 9.06. Vacancies. A vacancy in any office may be filled by appointment by the Board. The officer appointed to such vacancy shall serve for the remainder of the term of the replaced officer.

Section 9.07. Multiple Offices. The offices of President and Secretary may not be held by the same person.

Section 9.08. Duties. The duties of the officers are as follows:

(a) President. The President shall (i) preside at all meetings of the Board; (ii) see that orders and resolutions of the Board are carried out; (iii) sign all leases, mortgages, deeds and other written instruments; provided, however, that any duly authorized officer may sign checks and promissory notes; and (iv) shall perform such other duties as may be required by the Board.

(b) Vice President. The Vice President shall (i) act in the place and stead of the President in the event of the President's absence, inability or refusal to act and (ii) shall exercise and discharge such other duties as may be required by the Board.

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

(d) Treasurer. The Treasurer shall (i) receive and deposit in appropriate bank accounts all monies of the Association; (ii) disburse such funds as directed by resolution of the Board; (iii) maintain the financial records of the Association; and (iv) perform such other duties of a similar nature as may be required by the Board.

ARTICLE X COMMITTEES

The Board and/or the Declarant shall appoint an Architectural Control Committee, as provided in the Declaration. The provisions of Article X of the Declaration specifically set forth the rights, duties, obligations, responsibilities and liabilities of the Architectural Control Committee and its members and those provisions are incorporated herein by reference for all purposes. In addition, the Board shall appoint other committees as deemed appropriate in carrying out its purpose.

ARTICLE XI CORPORATE SEAL

The Association shall have a seal in circular form having within its circumference the name of the Association.

ARTICLE XII BOOKS AND RECORDS

Section 12.01. Inspection by Members. The membership register, books of account and minutes of meetings of the Members, of the Board and of committees shall be made available for inspection and copying by any Member or by the Member's appointed representative, at any reasonable time and for a purpose reasonably related to the Member's interest, at the office of the Association or at such other place as the Board shall designate.

Section 12.02. Rules for Inspection. The Board shall establish reasonable rules with respect to:

- (a) Notice to be given to the custodian of the records by the Member desiring to make the inspection;
- (b) Hours and days of the week when such an inspection may be made; and
- (c) Payment of the cost of reproducing copies of requested documents.

Section 12.03. Inspection by Directors. Every director shall have the absolute right at any reasonable time to inspect all books, records, and documents of the Association and the physical property owned by the Association. The rights of inspection by a director includes the right to make extra copies of documents.

ARTICLE XIII ASSESSMENTS

The provisions of Article V of the Declaration specifically set forth the rights, obligations and liabilities of the Association and its Members relative to the levy, collection and use of assessments and those provisions are incorporated herein by reference for all purposes.

ARTICLE XIV INDEMNIFICATION

Subject to the provisions of Article 1396-2.22A of the Texas Non-Profit Corporation Act, the Association may indemnify directors, officers, agents and employees as follows:

1. Extent.

(a) **Statutorily Required Indemnification.** The Association shall indemnify its directors and officers against reasonable expenses incurred in connection with a proceeding in which the director or officer is named as a defendant or respondent because he is or was a director or officer of the

Association if he has been wholly successful, on the merits or otherwise, in the defense of the proceeding. The Association may, at the direction and in the sole discretion of the Board, pay for or reimburse the director or officer for the payment of his reasonable expenses in advance of the final disposition of the proceeding, provided that the Association receives in writing (i) an affirmation by the director or officer of his good faith belief that he has met the standards of conduct necessary for indemnification under Article 1396-22.2A of the Texas Non-Profit Corporation Act, and (ii) an undertaking by or on behalf of the director or officer to repay the amount paid or reimbursed if it is ultimately determined such standards of conduct have not been met.

(b) Permitted Indemnification. The Association, at the direction of and in the sole discretion of the Board, shall have the right, to such further extent as permitted by law, but not the obligation to indemnify any person who (i) is or was a director, officer, employee, or agent of the Association, or (ii) while a director, officer, employee, or agent of the Association, is or was serving at its request as a director, officer, partner, venturer, proprietor, trustee, employee, agent, or similar functionary of another foreign or domestic corporation, partnership, joint venture, sole proprietorship, trust, employee benefit plan, or other enterprise.

2. Insurance. The Association may purchase and maintain insurance or another arrangement on behalf of any person who is or was a director, officer, employee, or agent of the corporation or who is or was serving at its request as a director, officer, partner, venturer, proprietor, trustee, employee, agent, or similar functionary of another foreign or domestic corporation, partnership, joint venture, sole proprietorship, trust, employee benefit plan, or other enterprise against any liability asserted against him and incurred by him in such a capacity or arising out of his status as such a person, whether or not the Association would have the power to indemnify him against that liability pursuant to the provisions of the Texas Non-Profit Corporation Act. Furthermore, the Association may, for the benefit of persons indemnified by the Association, (i) create a trust fund; (ii) establish any form of self-insurance; (iii) secure its indemnity obligation by grant of a security interest or other lien on the assets of the Association; or (iv) establish a letter of credit, guaranty, or surety arrangement.

ARTICLE XV AMENDMENTS

These Bylaws or the Articles of Incorporation may be amended at a regular or special meeting of the Members by a vote (in person or by proxy) or written consent, regardless of class, as provided in Section 4.06 of these Bylaws; provided, however, until such time as the Class C Membership shall have ceased and been converted into Class A

Memberships, the Association shall not amend these Bylaws or the Articles of Incorporation, without the prior written approval of the Class C Member.

**ARTICLE XVI
MISCELLANEOUS**

Section 16.01. 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, except that the first fiscal year shall begin on the date of incorporation of the Association.

Section 16.02. Interpretation. In the case of any conflict between the Articles of Incorporation and these Bylaws, the Articles shall control; in the case of any conflict between the Declaration and these Bylaws, the Declaration shall control; and in the case of any conflict between the Declaration and the laws of the State of Texas governing non-profit corporations, the laws of the State of Texas shall control; provided, however, to the extent reasonably practical, the Articles of Incorporation, Bylaws and Declaration shall be construed and interpreted together as consistent and non-conflicting documents, such being the intent thereof.

CERTIFICATION

I, the undersigned, am the duly elected and acting Secretary of FOXWOOD GLEN RESIDENTIAL ASSOCIATION, INC., a non-profit corporation, and I do hereby certify:

That the within and foregoing Bylaws were adopted as the Bylaws of said corporation as of January 18, 1991, that the same do now constitute the Bylaws of said corporation, and that they have not been modified, amended nor rescinded.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed the seal of said corporation as of January 18, 1991.



Tom M. Matthews, Jr., Secretary

Declaration of CC&R's



20111214001347590

12/14/2011 11:12:57 AM MA 1/4

**Foxwood Glen Homeowners Association, Inc.
3102 Oak Lawn, Suite 202
Dallas, TX 75219**

Dedicatory Instruments

Guidelines for Rainwater Recovery Systems

WHEREAS, Foxwood Glen Homeowners Association, Inc. (the "Association") is an addition in Collin County, Texas. The final plats were recorded in the Real Property Records of Collin County, Texas as; Document No. 920023822 PL 25.00 Recorded on April 16, 1992. Lots in Foxwood Glen are subject to the Declaration of Covenants, Conditions & Restrictions for Foxwood Glen Homeowners Association, recorded on August 10, 1990 as Document Number 333082342075 in the Real Property Records, Collin County, Texas. Additional filings were recorded on November 19, 1993 as Document Number 930101093, 95-0016439, 0037066, 00226371 in the Real Property Records, Collin County, Texas. **The Association wishes to adopt reasonable guidelines for Rainwater Recovery Systems; and**

WHEREAS, the Board wishes to update and adopt these reasonable guidelines to be in compliance with Section 209.0062 of the Texas Property Code; and

WHEREAS, the Board intends to file these guidelines in the real property records of each county in which the subdivision is located, in compliance with Section 209.0062 of the Texas Property Code; and

NOW, THEREFORE, IT IS RESOLVED that the attached guidelines for rainwater recovery systems have been established by the Board and are to be recorded with the Real Property Records.

Foxwood Glen Residential Association, Inc
3102 Oak Lawn Ave Suite 202
Dallas, TX 75219
GUIDELINES FOR RAINWATER RECOVERY SYSTEMS

STATE OF TEXAS

§

KNOW ALL PERSONS BY THESE PRESENTS:

COUNTY OF _____

§

§

WHEREAS the *Foxwood Glen Residential Association, Inc* (“Association”) is charged with administering and enforcing those certain covenants, conditions and restrictions contained in the recorded Declarations 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”) thereto dealing with rain barrels and rainwater harvesting systems (referred to collectively as “Rainwater Recovery Systems”); 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 Board has duly adopted the following *Guidelines for Rainwater Recovery Systems* within the community.


1. Rainwater Recovery Systems may be installed with advance approval of the Architectural Control Committee (“ACC”) subject to these guidelines.
2. All such Systems must be installed on land owned by the property owner. No portion of the System may encroach on adjacent properties or common areas.
3. Other than gutters and downspouts conventionally attached to a dwelling or appurtenant structure, all components of the Systems, 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:
 - a. placement behind a solid fence, a structure or vegetation; or
 - b. by burying the tanks or barrels; or
 - c. by placing equipment in an outbuilding otherwise approved by the ACC.
4. 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:
 - a. the barrel must not exceed 55 gallons; and
 - b. 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; and

Foxwood Glen Residential Association, Inc
Guidelines for Rainwater Recovery Systems
Page 2 of 3

- c. the barrel must be fully painted in a single color to blend with the adjacent home or vegetation; and
 - d. 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.
- 2) Overflow lines from the Systems must not be directed onto or adversely affect adjacent properties or common areas.
- 3) 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, ponds may be used for water storage.
- 4) Harvested water must be used and not allowed to become stagnant or a threat to health.
- 5) All 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 if they can be seen from any street or common area.

The guidelines are effective upon recordation in the Public Records of _____ County, 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 by the Board on this 30th day of November 2011.

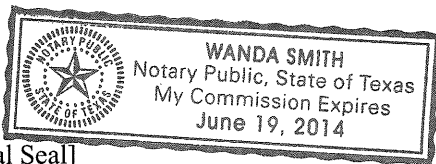


Jeri Janecek
President
Foxwood Glen Residential Association, Inc

STATE OF TEXAS §
COUNTY OF Dallas §

Before me, the undersigned authority, on this day personally appeared Jeri Janecek, President of Foxwood Glen Residential Association, Inc, a Texas corporation, known to me to be the person and officer whose name is subscribed to the foregoing instrument and acknowledged to me that he/she had executed the same as the act of said corporation for the purpose and consideration therein expressed, and in the capacity therein stated.

Given under my hand and seal of office this 30th day of November, 2011.



Wanda Smith
Notary Public, State of Texas
Wanda Smith
Printed Name

My commission expires: June 19, 2014

Filed and Recorded
Official Public Records
Stacey Kemp, County Clerk
Collin County, TEXAS
12/14/2011 11:12:57 AM
\$28.00 CJAMAL
20111214001347590



Stacey Kemp



20111214001347600 12/14/2011 11:12:58 AM MA 1/5

**Foxwood Glen Homeowners Association, Inc.
3102 Oak Lawn, Suite 202
Dallas, TX 75219**

Dedicatory Instruments

Guidelines for Display of Flags

WHEREAS, Foxwood Glen Homeowners Association, Inc. (the "Association") is an addition in Collin County, Texas. The final plats were recorded in the Real Property Records of Collin County, Texas as; Document No. 920023822 PL 25.00 Recorded on April 16, 1992. Lots in Foxwood Glen are subject to the Declaration of Covenants, Conditions & Restrictions for Foxwood Glen Homeowners Association, recorded on August 10, 1990 as Document Number 333082342075 in the Real Property Records, Collin County, Texas. Additional filings were recorded on November 19, 1993 as Document Number 930101093, 95-0016439, 0037066, 00226371 in the Real Property Records, Collin County, Texas. The Association wishes to adopt reasonable guidelines for Display of Flags; and

WHEREAS, the Board wishes to update and adopt these reasonable guidelines to be in compliance with Section 209.0062 of the Texas Property Code; and

WHEREAS, the Board intends to file these guidelines in the real property records of each county in which the subdivision is located, in compliance with Section 209.0062 of the Texas Property Code; and

NOW, THEREFORE, IT IS RESOLVED that the attached guidelines for display of flags have been established by the Board and are to be recorded with the Real Property Records.

Foxwood Glen Residential Association, Inc
3102 Oak Lawn Ave Suite 202
Dallas, TX 75219
GUIDELINES FOR DISPLAY OF FLAGS

STATE OF TEXAS §
 §
COUNTY OF _____ §

KNOW ALL PERSONS BY THESE PRESENTS:

WHEREAS the *Foxwood Glen Residential Association, Inc* (“Association”) is charged with administering and enforcing those certain covenants, conditions and restrictions contained in the recorded Declarations 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 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.

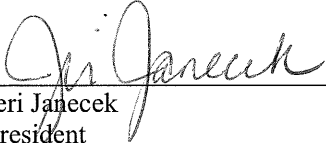
1. These Guidelines apply to the display of (“Permitted Flags”):
 - 1.1. the flag of the United States; and
 - 1.2. the flag of the State of Texas; and
 - 1.3. the official flag of any branch of the United States armed forces.
2. These Guidelines do not apply to any flags other than the Permitted Flags 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.
3. Permitted Flags may be displayed subject to these guidelines. Advance approval of the 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 30 to 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 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 half the distance of the front setback line (for example, on a lot with a 30' front setback line, a flagpole may not be installed closer than 15' 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. provides illumination not to exceed the equivalent of a 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 Collin County, and supersede any guidelines for display of flags which may have previously been in effect. Except as affected by Section 202.007(d) 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 30th day of November 2011.

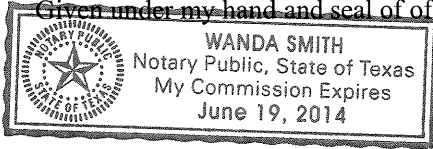


Jeri Janecek
President
Foxwood Glen Residential Association, Inc

STATE OF TEXAS §
 §
COUNTY OF Dallas §

Before me, the undersigned authority, on this day personally appeared Jeri Janecek, President of Foxwood Glen Residential Association, Inc , a Texas corporation, known to me to be the person and officer whose name is subscribed to the foregoing instrument and acknowledged to me that he/she had executed the same as the act of said corporation for the purpose and consideration therein expressed, and in the capacity therein stated.

Given under my hand and seal of office this 30th day of November, 2011.



[Notarial Seal]

Wanda Smith
Notary Public, State of Texas
Wanda Smith
Printed Name

My commission expires: June 19, 2014

Filed and Recorded
Official Public Records
Stacey Kemp, County Clerk
Collin County, TEXAS
12/14/2011 11:12:58 AM
\$32.00 CJAMAL
20111214001347600



Stacey Kemp



20111214001347610 12/14/2011 11:12:59 AM MA 1/4

**Foxwood Glen Homeowners Association, Inc.
3102 Oak Lawn, Suite 202
Dallas, TX 75219**

Dedicatory Instruments

Guidelines for Solar Energy Devices

WHEREAS, Foxwood Glen Homeowners Association, Inc. (the "Association") is an addition in Collin County, Texas. The final plats were recorded in the Real Property Records of Collin County, Texas as; Document No. 920023822 PL 25.00 Recorded on April 16, 1992. Lots in Foxwood Glen are subject to the Declaration of Covenants, Conditions & Restrictions for Foxwood Glen Homeowners Association, recorded on August 10, 1990 as Document Number 333082342075 in the Real Property Records, Collin County, Texas. Additional filings were recorded on November 19, 1993 as Document Number 930101093, 95-0016439, 0037066, 00226371 in the Real Property Records, Collin County, Texas. **The Association wishes to adopt reasonable guidelines for Solar Energy Devices; and**

WHEREAS, the Board wishes to update and adopt these reasonable guidelines to be in compliance with Section 209.0062 of the Texas Property Code; and

WHEREAS, the Board intends to file these guidelines in the real property records of each county in which the subdivision is located, in compliance with Section 209.0062 of the Texas Property Code; and

NOW, THEREFORE, IT IS RESOLVED that the attached guidelines for solar energy devices have been established by the Board and are to be recorded with the Real Property Records.

Foxwood Glen Residential Association, Inc
3102 Oak Lawn Ave Suite 202
Dallas, TX 75219

GUIDELINES FOR SOLAR ENERGY DEVICES

STATE OF TEXAS

§
§
§

KNOW ALL PERSONS BY THESE PRESENTS:

COUNTY OF _____

WHEREAS the *Foxwood Glen Residential Association, Inc* (“Association”) is charged with administering and enforcing those certain covenants, conditions and restrictions contained in the recorded Declarations 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 approval of the Architectural Control Committee (“ACC”) subject to these guidelines.
3. Any such Device must be installed on land or structures owned by the property 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; or
 - c. within a fenced yard or patio.
5. For Devices mounted on a roof, the Device must:

Foxwood Glen Residential Association, Inc
Guidelines for Solar Energy Devices

Page 2 of 3

- 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 which 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 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. Unused or inoperable Devices must be removed if they can be seen from any street or common area.

The guidelines are effective upon recordation in the Public Records of _____ County, 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.

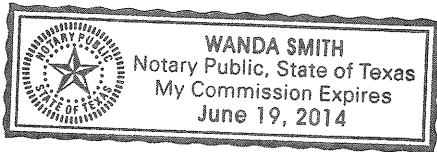
Approved and adopted by the Board on this 30th day of November 2011.

Jeri Janecek
Jeri Janecek
President
Foxwood Glen Residential Association, Inc

STATE OF TEXAS §
COUNTY OF Dallas §

Before me, the undersigned authority, on this day personally appeared Jeri Janecek, President of Foxwood Glen Residential Association, Inc., a Texas corporation, known to me to be the person and officer whose name is subscribed to the foregoing instrument and acknowledged to me that he/she had executed the same as the act of said corporation for the purpose and consideration therein expressed, and in the capacity therein stated.

Given under my hand and seal of office this 30th day of November 2011.



[Notarial Seal]

Wanda Smith
Notary Public, State of Texas
Wanda Smith
Printed Name

My commission expires: June 19, 2014

Filed and Recorded
Official Public Records
Stacey Kemp, County Clerk
Collin County, TEXAS
12/14/2011 11:12:59 AM
\$28.00 CJAMAL
20111214001347610



Stacey Kemp



20111214001347550

12/14/2011 11:12:53 AM MA 1/4

**Foxwood Glen Homeowners Association, Inc.
3102 Oak Lawn, Suite 202
Dallas, TX 75219**

Dedicatory Instruments

Collection Policy

WHEREAS, Foxwood Glen Homeowners Association, Inc. (the "Association") is an addition in Collin County, Texas. The final plats were recorded in the Real Property Records of Collin County, Texas as; Document No. 920023822 PL 25.00 Recorded on April 16, 1992. Lots in Foxwood Glen are subject to the Declaration of Covenants, Conditions & Restrictions for Foxwood Glen Homeowners Association, recorded on August 10, 1990 as Document Number 333082342075 in the Real Property Records, Collin County, Texas. Additional filings were recorded on November 19, 1993 as Document Number 930101093, 95-0016439, 0037066, 00226371 in the Real Property Records, Collin County, Texas. **The Association wishes to adopt reasonable guidelines to establish a collection policy for the Association for delinquent regular or special assessments or any other amount owed to the Association; and**

WHEREAS, the Board wishes to update and adopt these reasonable guidelines to be in compliance with Section 209.0062 of the Texas Property Code; and

WHEREAS, the Board intends to file these guidelines in the real property records of each county in which the subdivision is located, in compliance with Section 209.0062 of the Texas Property Code; and

NOW, THEREFORE, IT IS RESOLVED that the attached collection policy has been established by the Board and is to be recorded with the Real Property Records.



a FirstService Residential company

Creating the most desirable residential communities in which to live.

Foxwood Glen Residential Association, Inc
 3102 Oak Lawn Ave Suite 202
 Dallas, TX 75219

Foxwood Glen Residential Association, Inc COLLECTION POLICY		
Foxwood Glen Residential Association, Inc collection process includes the following steps <i>unless authorized exceptions to this process are communicated in writing from the Board of Directors through the Association Manager.</i>		
Notice	Description	Fees
1 st Friendly Notice	<ul style="list-style-type: none"> • Issued by the billing department after the Association’s late date as a statement showing the total amount due. The late date is the 30th. • Only issued to owners <u>with a balance of \$10 or more.</u> <ul style="list-style-type: none"> ○ Late/interest fees may vary based on governing documents. ○ Late date may vary based on governing documents. 	\$25.00 + \$8.00 processing fee
2 nd Formal Notice	<ul style="list-style-type: none"> • Issued by the billing department as a late letter (typically 30 days after the Friendly Notice). • Includes the Fair Debt Collections verbiage and allows the account holder 30 days from receipt of notice to address the delinquent account. <ul style="list-style-type: none"> ○ Per the Texas Property Code, these notices must be mailed certified (also mailed first class) and include language regarding restricted access to amenities and the right to cure. • Only issued to owners <u>with a balance of \$50 or more.</u> <ul style="list-style-type: none"> ○ A second late statement may be sent to owners in lieu of or in addition to the second notice, but the processing fees and collateral costs (print, envelopes, postage, etc.) still apply to each review and mailing. 	\$18.00 processing fee
Demand Letter	<ul style="list-style-type: none"> ○ This is a second 30-day collection notice (similar to the 2nd Formal Notice); sent via certified mail. ○ The billing department will automatically proceed with referring an account for demand <i>unless the Manager or Board of Directors stipulates otherwise.</i> ○ Association collection policies may require demand letter processing through an attorney’s office. ○ <i>NOTE:</i> For Associations under developer control, builder referral for advanced collection action requires approval from the divisional Director in addition to the Manager. 	\$35.00 request for demand + collection agency/attorney fees <i>(fees vary by office/agency)</i>
Lien	<ul style="list-style-type: none"> • If an account is referred directly to an attorney’s office, the billing department will automatically proceed with an Authorization to Lien <i>unless the Manager or Board of Directors stipulates otherwise.</i> • If an account is referred to a collection agency (e.g., Red Rock), the account is automatically processed for a lien subsequent to the 30-day timeline referenced in the demand letter. • The lien is filed with the county clerk where the property is located and is a legal record that a debt is owed and is secured against the property in question. 	\$20.00 request for lien + collection agency/attorney fees <i>(fees vary by office/agency and county)</i>



a FirstService Residential company

Creating the most desirable residential communities in which to live.

	<ul style="list-style-type: none"> Processing and filing a lien with the county clerk can take up to 30 (thirty) days. 	
Foreclosure	<ul style="list-style-type: none"> Authorization for Foreclosure must be Board-approved in writing. <ul style="list-style-type: none"> The approval should be in the form of Board-approved meeting minutes or a signature on an approved form. The collection agency or attorney's office requires the Board to sign an Assignment of Substitute Trustee (AST) that allows the chosen representative to post and settle a foreclosure on behalf of the Board. Processing an account for foreclosure can take up to ninety (90) days A homeowner has a six-month (180 day) period to redeem property that has been foreclosed by paying the amount owed in full, including all dues, legal, and collection fees; a condominium owner has a three month (90-day) right of redemption. <ul style="list-style-type: none"> If the property is not redeemed, the next step is Authorization to Sell or Authorization to Evict. The Association can proceed with Authorization to Evict once the property has been foreclosed. NOTE 1: The Association lien is subordinate to the first lien holder (mortgage company). If the mortgage company forecloses on the property, the Association lien is relinquished and the amount owed is written off to unrecovered assessments. The mortgage company is responsible for all dues and fees incurred after the date of foreclosure, as they are the new legal owners of the property. NOTE 2: There are two types of foreclosure available to Associations, judicial and expedited non-judicial. The governing documents for each community will specify which methods of foreclosure are available to the Association. <ul style="list-style-type: none"> Expedited non-judicial foreclosure is a new requirement for Associations that do not require judicial foreclosure per HB 1228 effective 1/1/2012. 	\$20.00 request for foreclosure + collection agency/attorney fees (fees vary by office and county)

This is to certify that the foregoing Collection Policy was adopted by the Board of Directors.

Forwood Glen HOA

Name: Michelle Janeczek

Title: President

Date: 11-30-11

STATE OF TEXAS

COUNTY OF Dallas

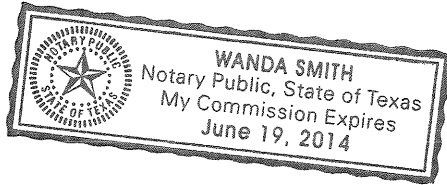
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a FirstService Residential company

Creating the most desirable residential communities in which to live.

This instrument was acknowledged before me on the 30th day of November 2011, by Michelle Sawyer of Harwood Glen HOA, a Texas non-profit corporation, on behalf of said corporation.



Wanda Smith
Notary Public, State of Texas

AFTER RECORDING RETURN TO:

Premier Communities Management
3102 Oak Lawn Avenue, Suite 202
Dallas, TX 75219

Filed and Recorded
Official Public Records
Stacey Kemp, County Clerk
Collin County, TEXAS
12/14/2011 11:12:53 AM
\$28.00 CJAMAL
20111214001347550



Stacey Kemp



20111214001347540 12/14/2011 11:12:52 AM MA 1/3

**Foxwood Glen Homeowners Association, Inc.
3102 Oak Lawn, Suite 202
Dallas, TX 75219**

Dedicatory Instruments

Alternative Payment Schedule Guidelines for Certain Assessments

WHEREAS, Foxwood Glen Homeowners Association, Inc. (the "Association") is an addition in Collin County, Texas. The final plats were recorded in the Real Property Records of Collin County, Texas as; Document No. 920023822 PL 25.00 Recorded on April 16, 1992. Lots in Foxwood Glen are subject to the Declaration of Covenants, Conditions & Restrictions for Foxwood Glen Homeowners Association, recorded on August 10, 1990 as Document Number 333082342075 in the Real Property Records, Collin County, Texas. Additional filings were recorded on November 19, 1993 as Document Number 930101093, 95-0016439, 0037066, 00226371 in the Real Property Records, Collin County, Texas. The Association wishes to adopt reasonable guidelines to establish an alternative payment schedule by which an owner may make partial payments to the Association for delinquent regular or special assessments or any other amount owed to the Association; and

WHEREAS, the Board wishes to update and adopt these reasonable guidelines to be in compliance with Section 209.0062 of the Texas Property Code; and

WHEREAS, the Board intends to file these guidelines in the real property records of each county in which the subdivision is located, in compliance with Section 209.0062 of the Texas Property Code; and

NOW, THEREFORE, IT IS RESOLVED that the attached guidelines have been established by the Board and are to be recorded with the Real Property Records.

Foxwood Glen Residential Association, Inc
3102 Oak Lawn Ave Suite 202
Dallas, TX 75219

Alternative Payment Schedule Guidelines for Certain Assessments

WHEREAS, the Board of Directors (the “Board”) of *Foxwood Glen Residential Association, Inc* (the “Association”) wishes to adopt reasonable guidelines to establish an alternative payment schedule by which an owner may make partial payments to the Association for delinquent regular or special assessments or any other amount owed to the Association; and

WHEREAS, the Board wishes to adopt these reasonable guidelines in compliance with Section 209.0062 of the Texas Property Code; and

WHEREAS, the Board intends to file these guidelines in the real property records of each county in which the subdivision is located, in compliance with Section 209.0062 of the Texas Property Code; and

NOW, THEREFORE, IT IS RESOLVED that the following guidelines are established by the Board:

1. Upon the request of a delinquent owner, the Association shall enter into an alternative payment schedule with such owner, subject to the following guidelines:
 - a. An Alternative Payment Schedule is only available to owners who have delinquent regular assessments, special assessments or any other amount owed to the association.
 - b. An Alternative Payment Schedule will not be made available, except in the sole discretion of the Board, to owners who have failed to honor the terms of a previous Alternative Payment Schedule during the two years following the owner’s default of such Alternative Payment Schedule.
 - c. During the course of an Alternative Payment Schedule, additional monetary penalties, other than reasonable costs associated with administering the Alternative Payment Schedule and interest, shall not be charged against an owner.
 - d. The minimum term for an Alternative Payment Schedule is three months from the date of the owner’s request for an Alternative Payment Schedule. The maximum term for an Alternative Payment Schedule is eighteen months from the date of the owner’s request for an Alternative Payment Schedule.
 - e. All other terms of an Alternative Payment Schedule are at the discretion of the Board of Directors.

This is to certify that the foregoing Alternative Payment Schedule Guidelines for Certain Assessments was adopted by the Board of Directors, in accordance with Section 209.0062 of the Texas Property Code.

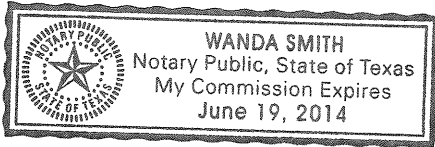
Foxwood Glen HOA
Name: Michelle Janeczek
Title: President
Date: 11.30.11

STATE OF TEXAS

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§

COUNTY OF Dallas

This instrument was acknowledged before me on the 30th day of November 2011, by Michelle Janeczek of Foxwood Glen HOA, a Texas non-profit corporation, on behalf of said corporation.



Wanda Smith
Notary Public, State of Texas

AFTER RECORDING RETURN TO:

Premier Communities
3102 Oak Lawn Avenue, Suite 202
Dallas, Texas 75219

Filed and Recorded
Official Public Records
Stacey Kemp, County Clerk
Collin County, TEXAS
12/14/2011 11:12:52 AM
\$24.00 CJAMAL
20111214001347540



Stacey Kemp



20111214001347560 12/14/2011 11:12:54 AM MA 1/4

**Foxwood Glen Homeowners Association, Inc.
3102 Oak Lawn, Suite 202
Dallas, TX 75219**

Dedicatory Instruments

Policy for Priority of Payments

WHEREAS, Foxwood Glen Homeowners Association, Inc. (the "Association") is an addition in Collin County, Texas. The final plats were recorded in the Real Property Records of Collin County, Texas as; Document No. 920023822 PL 25.00 Recorded on April 16, 1992. Lots in Foxwood Glen are subject to the Declaration of Covenants, Conditions & Restrictions for Foxwood Glen Homeowners Association, recorded on August 10, 1990 as Document Number 333082342075 in the Real Property Records, Collin County, Texas. Additional filings were recorded on November 19, 1993 as Document Number 930101093, 95-0016439, 0037066, 00226371 in the Real Property Records, Collin County, Texas. The Association wishes to adopt reasonable guidelines for priority of payments for the Association for delinquent regular or special assessments or any other amount owed to the Association; and

WHEREAS, the Board wishes to update and adopt these reasonable guidelines to be in compliance with Section 209.0062 of the Texas Property Code; and

WHEREAS, the Board intends to file these guidelines in the real property records of each county in which the subdivision is located, in compliance with Section 209.0062 of the Texas Property Code; and

NOW, THEREFORE, IT IS RESOLVED that the attached priority of payment policy has been established by the Board and is to be recorded with the Real Property Records.

Foxwood Glen Residential Association, Inc
3102 Oak Lawn Ave Suite 202
Dallas, TX 75219

Policy for Priority of Payments

WHEREAS, the Board of Directors (the “Board”) of *Foxwood Glen Residential Association, Inc* (the “Association”) wishes to establish a Policy for Priority of Payments which shall govern the method in which payments received by the Association from owners are applied; and

WHEREAS, the Board wishes to adopt this policy in compliance with Section 209.0063 of the Texas Property Code; and

WHEREAS, the Board intends to file this policy in the real property records of each county in which the subdivision is located, in compliance with Sections 209.0063 and 202.006 of the Texas Property Code; and

NOW, THEREFORE, IT IS RESOLVED that the following Policy for Priority of Payments is established by the Board:

- A. Except as provided by Section (B), a payment received by the Association from an owner shall be applied to the owner’s debt in the following order of priority:
 - 1. any delinquent assessment;
 - 2. any current assessment;
 - 3. any attorney’s fees or third party collection costs incurred by the Association associated solely with assessments or any other charge that could provide the basis for foreclosure;
 - 4. any attorney’s fees incurred by the association that are not subject to Subsection (3) above;
 - 5. any fines assessed by the Association;
 - 6. any other amount owed to the Association.

- B. If, at the time the Association receives a payment from an owner and the owner is in default under an Alternative Payment Schedule entered into with the Association, the Association is not required to apply the payment in the order of priority outlined in Section (A), in accordance with Section 209.0063 of the Texas Property Code. Instead, in the event that an owner is in default under an Alternative Payment Schedule at the time the Association receives a payment from the property owner, then the payment received by the Association from an owner shall be applied to the owner’s debt in the following order of priority:

1. any attorney's fees or third party collection costs incurred by the Association associated solely with assessments or any other charge that could provide the basis for foreclosure;
2. any attorney's fees incurred by the association that are not subject to the immediately previous Subsection (1);
3. any delinquent assessment;
4. any current assessment;
5. any other amount owed to the Association.
6. any fines assessed by the Association.

This policy shall supersede and render null and void any previously adopted priority of payment/payment plan policy to the extent that the terms of such policy are contradictory.

This is to certify that the foregoing Policy for Priority of Payments was adopted by the Board of Directors, in accordance with Section 209.0063 of the Texas Property Code.

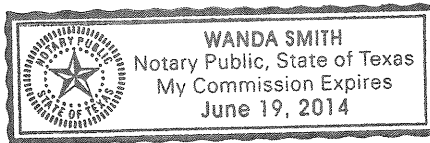
Foxwood Glen HOA
 Name: Michelle Janacek
 Title: President
 Date: 11.30.11

STATE OF TEXAS §
 COUNTY OF Dallas §

This instrument was acknowledged before me on the 30th day of November 2011 by Michelle Janacek of Foxwood Glen HOA, a Texas non-profit corporation, on behalf of said corporation.

Wanda Smith
 Notary Public, State of Texas

AFTER RECORDING RETURN TO:
Premier Communities
3102 Oak Lawn Avenue, Suite 202
Dallas, Texas 75219



Filed and Recorded
Official Public Records
Stacey Kemp, County Clerk
Collin County, TEXAS
12/14/2011 11:12:54 AM
\$28.00 CJAMAL
20111214001347560



A handwritten signature in cursive script that reads "Stacey Kemp".



20111214001347570 12/14/2011 11:12:55 AM MA 1/8

**Foxwood Glen Homeowners Association, Inc.
3102 Oak Lawn, Suite 202
Dallas, TX 75219**

Dedicatory Instruments

Policy for Records Production and Copying

WHEREAS, Foxwood Glen Homeowners Association, Inc. (the "Association") is an addition in Collin County, Texas. The final plats were recorded in the Real Property Records of Collin County, Texas as; Document No. 920023822 PL 25.00 Recorded on April 16, 1992. Lots in Foxwood Glen are subject to the Declaration of Covenants, Conditions & Restrictions for Foxwood Glen Homeowners Association, recorded on August 10, 1990 as Document Number 333082342075 in the Real Property Records, Collin County, Texas. Additional filings were recorded on November 19, 1993 as Document Number 930101093, 95-0016439, 0037066, 00226371 in the Real Property Records, Collin County, Texas. **The Association wishes to adopt reasonable guidelines for records production and copying for the Association; and**

WHEREAS, the Board wishes to update and adopt these reasonable guidelines to be in compliance with Section 209.0062 of the Texas Property Code; and

WHEREAS, the Board intends to file these guidelines in the real property records of each county in which the subdivision is located, in compliance with Section 209.0062 of the Texas Property Code; and

NOW, THEREFORE, IT IS RESOLVED that the attached records production and copying policy has been established by the Board and is to be recorded with the Real Property Records.

Foxwood Glen Residential Association, Inc
3102 Oak Lawn Ave Suite 202
Dallas, TX 75219

Records Production and Copying Policy

WHEREAS, the Board of Directors (the "Board") of *Foxwood Glen Residential Association, Inc* (the "Association") wishes to establish a Records Production and Copying Policy which shall govern the costs the Association will charge for the compilation, production, and reproduction of information requested under Section 209.005 of the Texas Property Code; and

WHEREAS, the Board wishes to adopt this policy in compliance with Section 209.005 of the Texas Property Code; and

WHEREAS, the Board intends to file this policy in the real property records of each county in which the subdivision is located, in compliance with Sections 209.005 and 202.006 of the Texas Property Code; and

NOW, THEREFORE, IT IS RESOLVED that the following Records Production and Copying Policy is established by the Board:

- A. An owner is responsible for costs related to the compilation, production, and reproduction of the books and records of the Association. Costs shall be the same as all costs under 1 T.A.C. Section 70.3, the pertinent part of which is reproduced in italics below, and are subject to increase in the event 1 T.A.C. Section 70.3 is amended:

1. Copy charge.

(A) Standard paper copy. The charge for standard paper copies reproduced by means of an office machine copier or a computer printer is \$.10 per page or part of a page. Each side that has recorded information is considered a page.

(B) Nonstandard copy. The charges in this subsection are to cover the materials onto which information is copied and do not reflect any additional charges, including labor, that may be associated with a particular request. The charges for nonstandard copies are:

- *Diskette--\$1.00;*
- *Magnetic tape--actual cost;*
- *Data cartridge--actual cost;*
- *Tape cartridge--actual cost;*
- *Rewritable CD (CD-RW)--\$1.00;*
- *Non-rewritable CD (CD-R)--\$1.00;*
- *Digital video disc (DVD)--\$3.00;*

- JAZ drive--actual cost;
- Other electronic media--actual cost;
- VHS video cassette--\$2.50;
- Audio cassette--\$1.00;
- Oversize paper copy (e.g.: 11 inches by 17 inches greenbar, bluebar, not including maps and photographs using specialty paper--See also §70.9 of this title)--\$.50;
- Specialty paper (e.g.: Mylar, blueprint, blueline, map, photographic--actual cost.

2. *Labor charge for programming. If a particular request requires the services of a programmer in order to execute an existing program or to create a new program so that requested information may be accessed and copied, the governmental body may charge for the programmer's time.*

(A) The hourly charge for a programmer is \$28.50 an hour. Only programming services shall be charged at this hourly rate.

(B) Governmental bodies that do not have in-house programming capabilities shall comply with requests in accordance with §552.231 of the Texas Government Code.

(C) If the charge for providing a copy of public information includes costs of labor, a governmental body shall comply with the requirements of §552.261(b) of the Texas Government Code.

3. *Labor charge for locating, compiling, manipulating data, and reproducing public information.*

(A) The charge for labor costs incurred in processing a request for public information is \$15 an hour. The labor charge includes the actual time to locate, compile, manipulate data, and reproduce the requested information.

(B) A labor charge shall not be billed in connection with complying with requests that are for 50 or fewer pages of paper records, unless the documents to be copied are located in:

(i) Two or more separate buildings that are not physically connected with each other; or

(ii) A remote storage facility.

(C) A labor charge shall not be recovered for any time spent by an attorney, legal assistant, or any other person who reviews the requested information:

(i) To determine whether the governmental body will raise any exceptions to disclosure of the requested information under the Texas Government Code, Subchapter C, Chapter 552; or

(ii) To research or prepare a request for a ruling by the attorney general's office pursuant to §552.301 of the Texas Government Code.

(D) When confidential information pursuant to a mandatory exception of the Act is mixed with public information in the same page, a labor charge may be recovered for time spent to redact, blackout, or otherwise obscure confidential information in order to release the public information. A labor charge shall not be made for redacting confidential information for requests of 50 or fewer pages, unless the request also qualifies for a labor charge pursuant to Texas Government Code, §552.261(a)(1) or (2).

(E) If the charge for providing a copy of public information includes costs of labor, a governmental body shall comply with the requirements of Texas Government Code, Chapter 552, §552.261(b).

(F) For purposes of paragraph (2)(A) of this subsection, two buildings connected by a covered or open sidewalk, an elevated or underground passageway, or a similar facility, are not considered to be separate buildings.

4. Overhead charge.

(A) Whenever any labor charge is applicable to a request, a governmental body may include in the charges direct and indirect costs, in addition to the specific labor charge. This overhead charge would cover such costs as depreciation of capital assets, rent, maintenance and repair, utilities, and administrative overhead. If a governmental body chooses to recover such costs, a charge shall be made in accordance with the methodology described in paragraph(3) of this subsection. Although an exact calculation of costs will vary, the use of a standard charge will avoid complication in calculating such costs and will provide uniformity for charges made statewide.

(B) An overhead charge shall not be made for requests for copies of 50 or fewer pages of standard paper records unless the request also qualifies for a labor charge pursuant to Texas Government Code, §552.261(a)(1) or (2).

(C) The overhead charge shall be computed at 20% of the charge made to cover any labor costs associated with a particular request. Example: if one hour of labor is used for a particular request, the formula would be as follows: Labor charge for locating, compiling, and reproducing, $\$15.00 \times .20 = \3.00 ; or Programming labor charge, $\$28.50 \times .20 = \5.70 . If a request requires one hour of labor charge for locating, compiling, and reproducing information ($\$15.00$ per hour); and one hour of programming labor charge ($\$28.50$ per hour), the combined overhead would be: $\$15.00 + \$28.50 = \$43.50 \times .20 = \8.70 .

5. *Microfiche and microfilm charge.*

(A) If a governmental body already has information that exists on microfiche or microfilm and has copies available for sale or distribution, the charge for a copy must not exceed the cost of its reproduction. If no copies of the requested microfiche or microfilm are available and the information on the microfiche or microfilm can be released in its entirety, the governmental body should make a copy of the microfiche or microfilm. The charge for a copy shall not exceed the cost of its reproduction. The Texas State Library and Archives Commission has the capacity to reproduce microfiche and microfilm for governmental bodies. Governmental bodies that do not have in-house capability to reproduce microfiche or microfilm are encouraged to contact the Texas State Library before having the reproduction made commercially.

(B) If only a master copy of information in microfilm is maintained, the charge is \$.10 per page for standard size paper copies, plus any applicable labor and overhead charge for more than 50 copies.

6. *Remote document retrieval charge.*

(A) Due to limited on-site capacity of storage documents, it is frequently necessary to store information that is not in current use in remote storage locations. Every effort should be made by governmental bodies to store current records on-site. State agencies are encouraged to store inactive or non-current records with the Texas State Library and Archives Commission. To the extent that the retrieval of documents results in a charge to comply

with a request, it is permissible to recover costs of such services for requests that qualify for labor charges under current law.

(B) If a governmental body has a contract with a commercial records storage company, whereby the private company charges a fee to locate, retrieve, deliver, and return to storage the needed record(s), no additional labor charge shall be factored in for time spent locating documents at the storage location by the private company's personnel. If after delivery to the governmental body, the boxes must still be searched for records that are responsive to the request, a labor charge is allowed according to subsection (d)(1) of this section.

7. *Computer resource charge.*

(A) The computer resource charge is a utilization charge for computers based on the amortized cost of acquisition, lease, operation, and maintenance of computer resources, which might include, but is not limited to, some or all of the following: central processing units (CPUs), servers, disk drives, local area networks (LANs), printers, tape drives, other peripheral devices, communications devices, software, and system utilities.

(B) These computer resource charges are not intended to substitute for cost recovery methodologies or charges made for purposes other than responding to public information requests.

(C) The charges in this subsection are averages based on a survey of governmental bodies with a broad range of computer capabilities. Each governmental body using this cost recovery charge shall determine which category(ies) of computer system(s) used to fulfill the public information request most closely fits its existing system(s), and set its charge accordingly. Type of System--Rate: mainframe--\$10 per CPU minute; Midsize--\$1.50 per CPU minute; Client/Server--\$2.20 per clock hour; PC or LAN--\$1.00 per clock hour.

(D) The charge made to recover the computer utilization cost is the actual time the computer takes to execute a particular program times the applicable rate. The CPU charge is not meant to apply to programming or printing time; rather it is solely to recover costs associated with the actual time required by the computer to execute a program. This time, called CPU time, can be read directly from the CPU clock, and most frequently will be a matter of seconds. If programming is required to comply with a particular

request, the appropriate charge that may be recovered for programming time is set forth in subsection (d) of this section. No charge should be made for computer print-out time. Example: If a mainframe computer is used, and the processing time is 20 seconds, the charges would be as follows: $\$10 / 3 = \3.33 ; or $\$10 / 60 \times 20 = \3.33 .

(E) A governmental body that does not have in-house computer capabilities shall comply with requests in accordance with the §552.231 of the Texas Government Code.

- 8. Miscellaneous supplies. The actual cost of miscellaneous supplies, such as labels, boxes, and other supplies used to produce the requested information, may be added to the total charge for public information.*
 - 9. Postal and shipping charges. Governmental bodies may add any related postal or shipping expenses which are necessary to transmit the reproduced information to the requesting party.*
 - 10. Sales tax. Pursuant to Office of the Comptroller of Public Accounts' rules sales tax shall not be added on charges for public information (34 TAC, Part 1, Chapter 3, Subchapter O, §3.341 and §3.342).*
 - 11. Miscellaneous charges: A governmental body that accepts payment by credit card for copies of public information and that is charged a "transaction fee" by the credit card company may recover that fee.*
- B. Any requesting owner must provide advance payment of the costs of compilation, production, and reproduction for the requested information, as estimated by the Association. If the estimated costs are lesser or greater than the actual costs, the Association shall submit a final invoice to the owner on or before the 30th business day after the date the information is delivered. If the final invoice includes additional amounts due from the owner, the additional amounts, if not reimbursed 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, and the refund shall be issued to the owner not later than the 30th business day after the date the invoice is sent to the owner.

This policy shall supersede and render null and void any previously adopted policy to the extent that the terms of such policy are contradictory.

This is to certify that the foregoing Records Production and Copying Policy was adopted by the Board of Directors, in accordance with Section 209.005 of the Texas Property Code.

Forwood Glen HOA

Name: Michelle Jancek

Title: President

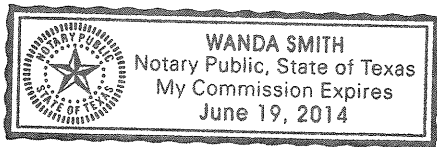
Date: Dec 30 November 30, 2011

STATE OF TEXAS

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COUNTY OF Dallas

This instrument was acknowledged before me on the 30th day of November 2011, by Michelle Jancek of Forwood Glen HOA, a Texas non-profit corporation, on behalf of said corporation.



Wanda Smith
Notary Public, State of Texas

AFTER RECORDING RETURN TO:

*Premier Communities Management
3102 Oak Lawn Avenue, Suite 202
Dallas, TX 75219*

Filed and Recorded
Official Public Records
Stacey Kemp, County Clerk
Collin County, TEXAS
12/14/2011 11:12:55 AM
\$44.00 CJAMAL
20111214001347570



Stacey Kemp



20111214001347580 12/14/2011 11:12:56 AM MA 1/3

**Foxwood Glen Homeowners Association, Inc.
3102 Oak Lawn, Suite 202
Dallas, TX 75219**

Dedicatory Instruments

Policy for Document Retention

WHEREAS, Foxwood Glen Homeowners Association, Inc. (the "Association") is an addition in Collin County, Texas. The final plats were recorded in the Real Property Records of Collin County, Texas as; Document No. 920023822 PL 25.00 Recorded on April 16, 1992. Lots in Foxwood Glen are subject to the Declaration of Covenants, Conditions & Restrictions for Foxwood Glen Homeowners Association, recorded on August 10, 1990 as Document Number 333082342075 in the Real Property Records, Collin County, Texas. Additional filings were recorded on November 19, 1993 as Document Number 930101093, 95-0016439, 0037066, 00226371 in the Real Property Records, Collin County, Texas. **The Association wishes to adopt reasonable guidelines for document retention for the Association; and**

WHEREAS, the Board wishes to update and adopt these reasonable guidelines to be in compliance with Section 209.0062 of the Texas Property Code; and

WHEREAS, the Board intends to file these guidelines in the real property records of each county in which the subdivision is located, in compliance with Section 209.0062 of the Texas Property Code; and

NOW, THEREFORE, IT IS RESOLVED that the attached document retention policy has been established by the Board and is to be recorded with the Real Property Records.

Foxwood Glen Residential Association, Inc
3102 Oak Lawn Ave Suite 202
Dallas, TX 75219

Document Retention Policy

WHEREAS, the Board of Directors (the “Board”) of *Foxwood Glen Residential Association, Inc* (the “Association”) wishes to adopt a Document Retention Policy in order to be compliant with Section 209.005(m) of the Texas Property Code; and

WHEREAS, the Board intends to file this policy in the real property records of each county in which the subdivision is located, in compliance with Sections 209.005 and 202.006 of the Texas Property Code; and

NOW, THEREFORE, IT IS RESOLVED that the following Document Retention Policy is established by the Board:

1. Certificates of formation, bylaws, restrictive covenants, and all amendments to the certificates of formation, bylaws, and covenants shall be retained permanently.
2. Financial books and records shall be retained for seven years.
3. Account records of current owners shall be retained for five years.
4. Contracts with a term of one year or more shall be retained for four years after the expiration of the contract term.
5. Minutes of meetings of the owners and the board shall be retained for seven years.
6. Tax returns and audit records shall be retained for seven years.

This policy shall supersede and render null and void any previously adopted policy to the extent that the terms of such policy are contradictory.

[signature page to follow]

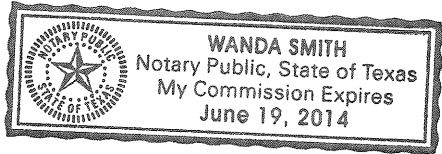
Document Retention Policy

This is to certify that the foregoing Document Retention Policy was adopted by the Board of Directors, in accordance with Section 209.005 of the Texas Property Code.

Foxwood Glen HOA
Name: Michelle Janerek
Title: President
Date: 11.30.11

STATE OF TEXAS §
COUNTY OF Dallas §
§

This instrument was acknowledged before me on the 30th day of November 2011, by _____, _____ of _____, a Texas non-profit corporation, on behalf of said corporation.



Wanda Smith
Notary Public, State of Texas

AFTER RECORDING RETURN TO:

Premier Communities Management
3102 Oak Lawn Avenue, Suite 202
Dallas, TX 75219

Filed and Recorded
Official Public Records
Stacey Kemp, County Clerk
Collin County, TEXAS
12/14/2011 11:12:56 AM
\$24.00 CJAMAL
20111214001347580



Stacey Kemp

19.00

AFTER RECORDING RETURN TO:
Timothy D. Hagen
Hagen & Parsons, P.C.
North Central Plaza Three
12801 N. Central Expwy., Suite 370
Dallas, Texas 75243

95-0025271

95-0037066

**AMENDMENT AND RESTATEMENT OF THIRD SUPPLEMENTARY
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR
FOXWOOD GLEN, PLANO, TEXAS**

THIS AMENDMENT AND RESTATEMENT OF THIRD SUPPLEMENTARY
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR FOXWOOD
GLEN, PLANO, TEXAS (this "Third Supplementary Declaration") is made this the 24TH
day of March, 1995, by PLANO THREE VENTURE, a Texas joint venture formerly known
as Tordal Holdings Joint Venture and currently doing business as Tordal Holdings Joint Venture
(hereinafter referred to as "Declarant").

W I T N E S S E T H :

WHEREAS, Tordal Holdings Joint Venture executed that certain Declaration of
Covenants, Conditions and Restrictions for Foxwood Glen, Phase I, Plano, Texas (the "Original
Declaration"), dated August 9, 1990, applicable to certain real estate described on Exhibit "A"
attached thereto and located in the City of Plano, Collin County, Texas; and

WHEREAS, the Original Declaration was filed of record on August 9, 1990, in
Volume 3330, Page 823 of the Deed Records of Collin County, Texas; and

WHEREAS, Declarant executed that certain Amendment and Restatement of
Supplementary Declaration of Covenants, Conditions and Restrictions for Foxwood Glen, Plano,
Texas (the "First Supplement"), dated July 20, 1992, which among other things, adding
additional real property to the scheme of the Original Declaration; and

WHEREAS, the First Supplement was filed of record in the Land Records of Collin
County, Texas, under Clerk's File No. 92-0048369; and

7 1

WHEREAS, Declarant executed that certain Second Supplementary Declaration of Covenants, Conditions and Restrictions for Foxwood Glen, Plano, Texas (the "Second Supplement") dated November 17, 1993, which among other things, added additional real property to the scheme of the Original Declaration; and

WHEREAS, the Second Supplement was filed of record in the Land Records of Collin County, Texas, under Clerk's File No. 93-0101093; and

WHEREAS, Declarant executed that certain Third Supplementary Declaration of Covenants, Conditions and Restrictions for Foxwood Glen, Plano, Texas (the "Third Supplement") dated February 1, 1995, which added additional real property to the scheme of the Original Declaration; and

WHEREAS, the Third Supplement was filed of record in the Land Records of Collin County, Texas, under Clerk's File No. 95-0016439; and

WHEREAS, the Original Declaration, as amended by the First Supplement, the Second Supplement and the Third Declaration (the "Declaration"), remains in full force and effect; and

WHEREAS, Declarant desires to amend and restate, in its entirety, the Third Supplementary Declaration; and

WHEREAS, Paragraph 2.02(a) of the Declaration provides that Declarant may add or annex additional real property to the scheme of the Declaration by filing a supplementary declaration of record in the Deed Records of Collin County, Texas, and such supplementary declaration may contain such complementary additions and modifications of the covenants, conditions and restrictions contained in the Declaration as may be necessary to reflect the different character of the added properties and are not materially inconsistent with the Declaration in a manner which adversely affects the concept of the Declaration; and

WHEREAS, Declarant is the owner of the real property (the "Property") described on Exhibit "A" attached hereto and made a part hereof for all purposes, and desires to add the Property to the scheme of the Declaration.

NOW, THEREFORE, Declarant declares that (i) the Third Supplement shall be amended and restated in its entirety as set forth herein and (ii) the Property is and shall be subject to the scheme of the Declaration, and is and shall be held, transferred, sold, conveyed, used and occupied subject to the covenants, conditions, restrictions, easements, charges and liens set forth in the Declaration; provided, however, as to the Property only, the Declaration is amended as follows:

1. Section 9.11 of the Declaration is amended to read as follows:

9.11 Construction Requirements.

(a) The exterior surface of all residential dwellings shall be constructed of glass, brick, brick veneer, stone, stone veneer, masonry, stucco or other materials approved by the Architectural Control Committee. It is specifically required that the exterior wall area of each residence located within the Properties shall not have less than seventy-five percent (75%) brick, brick veneer, stone, stone veneer, masonry or stucco, and the exterior portion of any fireplace chimney shall be one hundred percent (100%) brick, brick veneer, stone, stone veneer, masonry or stucco, except that wood encased chimneys may be approved by the Architectural Control Committee. Notwithstanding anything contained herein to the contrary all fireboxes shall be one hundred percent (100%) brick, stone or masonry. The surface area of windows surrounded completely by brick, brick veneer, stone, stone veneer, masonry or stucco may be included within the computation of the exterior masonry wall area of a residence. No previously used materials other than antique brick, shall be permitted on the exterior of the residential structures located within the Properties. No brick, brick veneer, stone, stone veneer, masonry or stucco used on the exterior of any residential dwelling, outside walls, fence, walkway or other improvement or structure constructed on any Lot shall be painted unless otherwise permitted by the Architectural Control Committee.

2. The last sentence of Section 9.12 of the Declaration is amended to read as follows:

All garages facing a street or any of the Common Properties must be a single bay width and architecturally enhanced through materials and detailing.

The Declaration, as expressly modified herein, remains in full force and effect and is hereby ratified and confirmed.

IN WITNESS WHEREOF, Declarant has caused this Third Supplementary Declaration to be executed this the 24TH day of March, 1995.

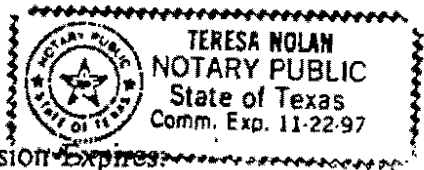
PLANO THREE VENTURE,
a Texas joint venture formerly known as
Tordal Holdings Joint Venture and doing
business as Tordal Holdings Joint Venture

By: [Signature]
Nicholas R. DiGiuseppe,
Authorized Representative

THE STATE OF TEXAS §
 §
COUNTY OF DALLAS §

BEFORE ME, the undersigned authority, a Notary Public in and for the State of Texas, on this day personally appeared NICHOLAS R. DiGIUSEPPE, known to me to be an Authorized Representative of PLANO THREE VENTURE, a Texas joint venture formerly known as Tordal Holdings Joint Venture and doing business as Tordal Holdings Joint Venture, whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same in his capacity as an authorized representative of said joint venture, as the act and deed of said joint venture; for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this 24TH day of March, 1995.



[Signature]
Notary Public, State of Texas

My Commission Expires 11-22-97

TERESA NOLAN
(Typed/Printed Name of Notary)

EXHIBIT "A"

BEING a tract of land situated in the Samuel T. Noblett Survey, Abstract 667, Plano, Collin County, Texas, and being a portion of an 86.247 acre tract and a 2.2116 acre tract of land conveyed to Tordal Holdings, Inc., as recorded in Volume 2956, Page 752, and Volume 3070, Page 701, respectively, Deed Records of Collin County, Texas, said tract also being all of Castlemere Phase IV, an addition to the City of Plano, Texas, and being more particularly described as follows:

BEGINNING at an iron rod found for corner, said point being the most easterly southeast corner of Castlemere Phase II, an addition to the City of Plano, Texas, as recorded in Cabinet H, Page 305, Plat Records of Collin County, Texas;

THENCE S18°14'51"E, a distance of 711.10 feet to an iron rod found for corner;

THENCE S89°53'02"W, a distance of 630.62 feet to an iron rod found for corner in the east line of Willow Bend Drive (a 92' R.O.W.), said point being the beginning of a non-tangent curve to the right having a central angle of 22°35'25", a radius of 1154.00 feet, a tangent length of 230.49 feet, and a chord bearing N09°19'23"E, 452.05 feet;

THENCE in a northeasterly direction along said curve to the right, and with the east line of Willow Bend Drive, an arc distance of 455.00 feet to an iron rod found for corner and the end of said curve;

THENCE N20°37'05"E, with the east line of Willow Bend Drive, a distance of 23.43 feet to an iron rod found for corner and the beginning of a curve to the left having a central angle of 07°13'23", a radius of 1246.00 feet, a tangent length of 78.64 feet, and a chord bearing N17°00'24"E, 156.97 feet;

THENCE in a northeasterly direction along said curve to the left, and with the east line of Willow Bend Drive, an arc distance of 157.08 feet to an iron rod found for corner and the end of said curve, said point being in the south line of said Castlemere Phase II;

THENCE S81°44'19"E, leaving Willow Bend Drive, and with the south line of Castlemere Phase II, a distance of 70.00 feet to an iron rod found for corner;

THENCE N72°01'23"E, with the south line of Castlemere Phase II, a distance of 222.14 feet to the POINT OF BEGINNING and CONTAINING 6.9970 acres of land.

AFTER RECORDING RETURN TO:
Timothy D. Hagen
Hagen & Parsons, P.C.
North Central Plaza Three
12801 N. Central Expwy., Suite 370
Dallas, Texas 75243

95-0016439

**THIRD SUPPLEMENTARY DECLARATION
OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR
FOXWOOD GLEN, PLANO, TEXAS**

THIS THIRD SUPPLEMENTARY DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR FOXWOOD GLEN, PLANO, TEXAS (this "Third Supplementary Declaration") is made this the 15 day of February, 1995 by PLANO THREE VENTURE, a Texas joint venture formerly known as Tordal Holdings Joint Venture and currently doing business as Tordal Holdings Joint Venture (hereinafter referred to as "Declarant").

WITNESSETH:

WHEREAS, Tordal Holdings Joint Venture executed that certain Declaration of Covenants, Conditions and Restrictions for Foxwood Glen, Phase I, Plano, Texas (the "Original Declaration"), dated August 9, 1990, applicable to certain real estate described on Exhibit "A" attached thereto and located in the City of Plano, Collin County, Texas; and

WHEREAS, the Original Declaration was filed of record on August 9, 1990, in Volume 3330, Page 823 of the Deed Records of Collin County, Texas; and

WHEREAS, Declarant executed that certain Amendment and Restatement of Supplementary Declaration of Covenants, Conditions and Restrictions for Foxwood Glen, Plano, Texas (the "First Supplement"), dated July 20, 1992, which among other things, adding additional real property to the scheme of the Original Declaration; and

WHEREAS, the First Supplement was filed of record in the Land Records of Collin County, Texas, under Clerk's File No. 92-0048369; and

WHEREAS, Declarant executed that certain Second Supplementary Declaration of Covenants, Conditions and Restrictions for Foxwood Glen, Plano, Texas (the "Second Supplement") dated November 17, 1993, which among other things, added additional real property to the scheme of the Original Declaration; and

WHEREAS, the Second Supplement was filed of record in the Land Records of Collin County, Texas, under Clerk's File No. 93-0101093; and

WHEREAS, the Original Declaration, as amended by the First Supplement and the Second Supplement (the "Declaration"), remains in full force and effect; and

WHEREAS, Paragraph 2.02(a) of the Declaration provides that Declarant may add or annex additional real property to the scheme of the Declaration by filing a supplementary declaration of record in the Deed Records of Collin County, Texas, and such supplementary declaration may contain such complementary additions and modifications of the covenants, conditions and restrictions contained in the Declaration as may be necessary to reflect the different character of the added properties and are not materially inconsistent with the Declaration in a manner which adversely affects the concept of the Declaration; and

WHEREAS, Declarant is the owner of the real property (the "Property") described on Exhibit "A" attached hereto and made a part hereof for all purposes, and desires to add the Property to the scheme of the Declaration.

NOW, THEREFORE, Declarant declares that the Property is and shall be subject to the scheme of the Declaration, and is and shall be held, transferred, sold, conveyed, used and occupied subject to the covenants, conditions, restrictions, easements, charges and liens set forth in the Declaration.

The Declaration, as expressly modified herein, remains in full force and effect and is hereby ratified and confirmed.

IN WITNESS WHEREOF, Declarant has caused this Third Supplementary Declaration to be executed this the 15th day of ~~December, 1994.~~ ^{February, 1995}

PLANO THREE VENTURE,
a Texas joint venture formerly known as
Tordal Holdings Joint Venture and doing
business as Tordal Holdings Joint Venture

By: *Nicholas R. DiGiuseppe*
Nicholas R. DiGiuseppe,
Authorized Representative

THE STATE OF TEXAS §
 §
COUNTY OF DALLAS §

BEFORE ME, the undersigned authority, a Notary Public in and for the State of Texas, on this day personally appeared NICHOLAS R. DIGIUSEPPE, known to me to be an Authorized Representative of PLANO THREE VENTURE, a Texas joint venture formerly known as Tordal Holdings Joint Venture and doing business as Tordal Holdings Joint Venture, whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same in his capacity as an authorized representative of said joint venture, as the act and deed of said joint venture, for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this 15th day of ~~December, 1994.~~ ^{February, 1995.}

Teresa Nolan
Notary Public, State of Texas

My Commission Expires:

11-27-97

TERESA NOLAN
(Typed/Printed Name of Notary)

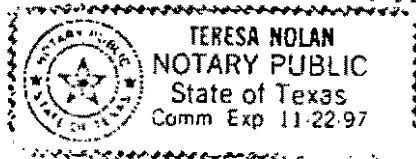


EXHIBIT "A"

BEING a tract of land situated in the Samuel T. Noblett Survey, Abstract 667, Plano, Collin County, Texas, and being a portion of an 86.247 acre tract and a 2.2116 acre tract of land conveyed to Tordal Holdings, Inc., as recorded in Volume 2956, Page 752, and Volume 3070, Page 701, respectively, Deed Records of Collin County, Texas, said tract also being all of Castlemere Phase IV, an addition to the City of Plano, Texas, and being more particularly described as follows:

BEGINNING at an iron rod found for corner, said point being the most easterly southeast corner of Castlemere Phase II, an addition to the City of Plano, Texas, as recorded in Cabinet H, Page 305, Plat Records of Collin County, Texas;

THENCE S18°14'51"E, a distance of 711.10 feet to an iron rod found for corner;

THENCE S89°53'02"W, a distance of 630.62 feet to an iron rod found for corner in the east line of Willow Bend Drive (a 92' R.O.W.), said point being the beginning of a non-tangent curve to the right having a central angle of 22°35'25", a radius of 1154.00 feet, a tangent length of 230.49 feet, and a chord bearing N09°19'23"E, 452.05 feet;

THENCE in a northeasterly direction along said curve to the right, and with the east line of Willow Bend Drive, an arc distance of 455.00 feet to an iron rod found for corner and the end of said curve;

THENCE N20°37'05"E, with the east line of Willow Bend Drive, a distance of 23.43 feet to an iron rod found for corner and the beginning of a curve to the left having a central angle of 07°13'23", a radius of 1246.00 feet, a tangent length of 78.64 feet, and a chord bearing N17°00'24"E, 156.97 feet;

THENCE in a northeasterly direction along said curve to the left, and with the east line of Willow Bend Drive, an arc distance of 157.08 feet to an iron rod found for corner and the end of said curve, said point being in the south line of said Castlemere Phase II;

THENCE S81°44'19"E, leaving Willow Bend Drive, and with the south line of Castlemere Phase II, a distance of 70.00 feet to an iron rod found for corner;

THENCE N72°01'23"E, with the south line of Castlemere Phase II, a distance of 222.14 feet to the POINT OF BEGINNING and CONTAINING 6.9970 acres of land.

4

AFTER RECORDING RETURN TO:
Timothy D. Hagen
Hagen & Parsons, P.C.
North Central Plaza Three
12801 N. Central Expwy., Suite 370
Dallas, Texas 75243

SECOND SUPPLEMENTARY DECLARATION
OF COVENANTS, CONDITIONS AND RESTRICTIONS
FOXWOOD GLEN, PLANO, TEXAS

Filed for Record in
COLLIN COUNTY, TX
HONORABLE HELEN STARNES

On 1993/11/18

At 8:28A

Number: 93- 0101093
Type : RS 17.00

THIS SECOND SUPPLEMENTARY DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR FOXWOOD GLEN, PLANO, TEXAS (this "Second Supplementary Declaration") is made this the 17th day of NOVEMBER, 1993, by PLANO THREE VENTURE, a Texas joint venture formerly known as Tordal Holdings Joint Venture and currently doing business as Tordal Holdings Joint Venture (hereinafter referred to as "Declarant").

WITNESSETH:

WHEREAS, Tordal Holdings Joint Venture executed that certain Declaration of Covenants, Conditions and Restrictions for Foxwood Glen, Phase I, Plano, Texas (the "Original Declaration"), dated August 9, 1990, applicable to certain real estate described on Exhibit "A" attached thereto and located in the City of Plano, Collin County, Texas; and

WHEREAS, the Original Declaration was filed of record on August 9, 1990, in Volume 3330, Page 823 of the Deed Records of Collin County, Texas; and

WHEREAS, Declarant executed that certain Amendment and Restatement of Supplementary Declaration of Covenants, Conditions and Restrictions for Foxwood Glen, Plano, Texas (the "First Supplement"), dated July 20, 1992, which among other things, adding additional real property to the scheme of the Original Declaration; and

WHEREAS, the First Supplement was filed of record in the Land Records of Collin County, Texas, under Clerk's File No. 92-0048369; and

WHEREAS, the Original Declaration, as amended by the First Supplement (the "Declaration"), remains in full force and effect; and

WHEREAS, Paragraph 2.02(a) of the Declaration provides that Declarant may add or annex additional real property to the scheme of the Declaration by filing a supplementary declaration of record in the Deed Records of Collin County, Texas, and such supplementary declaration may contain such complementary additions and modifications of the covenants, conditions and restrictions contained in the Declaration as may be necessary to reflect the different character of the added properties and are not materially inconsistent with the Declaration in a manner which adversely affects the concept of the Declaration; and

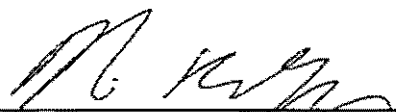
WHEREAS, Declarant is the owner of the real property (the "Property") described on Exhibit "A" attached hereto and made a part hereof for all purposes, and desires to add the Property to the scheme of the Declaration.

NOW, THEREFORE, Declarant declares that the Property is and shall be subject to the scheme of the Declaration, and is and shall be held, transferred, sold, conveyed, used and occupied subject to the covenants, conditions, restrictions, easements, charges and liens set forth in the Declaration.

The Declaration, as expressly modified herein, remains in full force and effect and is hereby ratified and confirmed.

IN WITNESS WHEREOF, Declarant has caused this Second Supplementary Declaration to be executed this the 17th day of November, 1993.

PLANO THREE VENTURE,
a Texas joint venture formerly known as
Tordal Holdings Joint Venture and doing
business as Tordal Holdings Joint Venture

By: 

Nicholas R. DiGiuseppe,
Authorized Representative

THE STATE OF TEXAS

§
§
§

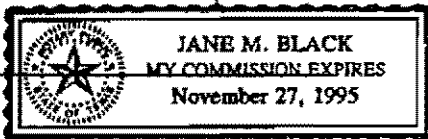
COUNTY OF DALLAS

BEFORE ME, the undersigned authority, a Notary Public in and for the State of Texas, on this day personally appeared NICHOLAS R. DiGIUSEPPE, known to me to be an Authorized Representative of PLANO THREE VENTURE, a Texas joint venture formerly known as Tordal Holdings Joint Venture and doing business as Tordal Holdings Joint Venture, whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same in his capacity as a Venturer of said joint venture, as the act and deed of said joint venture, for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this 17 day of November, 1993.

Jane M. Black
Notary Public, State of Texas

My Commission Expires:



JANE M. BLACK
(Typed/Printed Name of Notary)

EXHIBIT "A"

FIELD NOTES

BEING a tract of land situated in the Samuel T. Noblett Survey, Abstract No. 667, City of Plano, Collin County, Texas, and being a portion of an 86.247 acre tract of land conveyed to TORDAL HOLDINGS, INC. as recorded in Volume 2956, Page 752, Deed Records, Collin County, Texas, and a portion of a tract of land Quit Claimed to TORDAL HOLDINGS, INC. by deed recorded in Volume 2956, Page 748, Deed Records, Collin County, Texas, and being more particularly described as follows:

BEGINNING at a City of Plano monument set in concrete at the northwest corner of Castlemere Phase I, an addition to the City of Plano as recorded in Cabinet G, Page 759, Plat Records, Collin County, Texas;

THENCE N 05° 33' 04" W, a distance of 42.56 feet to a 1-inch re-bar set in the west line of the above described Quit Claimed tract;

THENCE N 00° 11' 46" W, along the west line of said Quit Claimed tract, a distance of 182.19 feet to a City of Plano monument set in concrete for a corner;

THENCE N 89° 48' 14" E, a distance of 138.57 feet to a 1-inch re-bar set for a corner; THENCE N 00° 11' 46" W, a distance of 100.00 feet to a 1-inch re-bar set for a corner;

THENCE N 89° 48' 14" E, a distance of 50.00 feet to a 1-inch re-bar set for corner;

THENCE S 00° 11' 46" E, a distance of 19.07 feet to a 1-inch re-bar set for a corner;

THENCE S 87° 10' 39" E, a distance of 20.03 feet to a 1-inch re-bar set for a corner;

THENCE N 89° 57' 38" E, a distance of 260.41 feet to a 1-inch re-bar set for a corner;

THENCE N 00° 02' 22" W, a distance of 2.00 feet to a 1-inch re-bar set for a corner;

THENCE N 89° 57' 38" E, a distance of 17.00 feet to a 1-inch re-bar set at the beginning of a circular curve to the left; said curve having a central angle of 90° 09' 24", a radius of 38.00 feet, a tangent length of 38.10 feet, and a chord bearing and distance of N 44° 52' 56" E, 53.81 feet;

THENCE along said curve to the left in a northeasterly direction, an arc distance of 59.79 feet to a 1-inch re-bar found for the end of said curve;

THENCE S 00° 11' 46" E, a distance of 55.10 feet to a 1-inch re-bar found for a corner;

THENCE N 89° 57' 38" E, a distance of 117.00 feet to a 1-inch re-bar found for an angle point;

THENCE S 87° 10' 39" E, a distance of 20.03 feet to a 1-inch re-bar found for a corner;

THENCE S 00° 11' 46" E, a distance of 119.00 feet to a 1-inch re-bar found for a corner;

THENCE S 89° 57' 38" W, a distance of 9.93 feet to a 1-inch re-bar found for a corner;

THENCE S 00° 02' 22" E, a distance of 50.00 feet to a 1-inch re-bar found for a corner;

THENCE N 89° 57' 38" E, a distance of 10.00 feet to a 1-inch re-bar found for a corner;

THENCE S 00° 02' 22" E, a distance of 119.00 feet to a 1-inch re-bar found in the north line of the previously referenced Castlemere Phase I Addition for a corner;

THENCE S 87° 05' 53" W, along the said north line of Castlemere Phase I, a distance of 20.02 feet to a 1-inch re-bar found for an angle point;

THENCE S 89° 57' 38" W, a distance of 637.12 feet to the POINT OF BEGINNING and CONTAINING 4.346 acres of land.

AFTER RECORDATION, RETURN TO:
Timothy D. Hagen, Esq.
Geary, Glast & Middleton, P.C.
500 Trammell Crow Center
2001 Ross Avenue
Dallas, Texas 75201-2916

AMENDMENT AND RESTATEMENT OF
SUPPLEMENTARY DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS FOR
FOXWOOD GLEN, PLANO, TEXAS

THIS AMENDMENT AND RESTATEMENT OF SUPPLEMENTARY DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR FOXWOOD GLEN, PLANO, TEXAS (this "Supplementary Declaration") is made this the 20 day of July, 1992, by PLANO THREE VENTURE, a Texas joint venture formerly known as Tordal Holdings Joint Venture and currently doing business as Tordal Holdings Joint Venture (hereinafter referred to as "Declarant") and WELWOOD CUSTOM HOMES (hereinafter referred to as "Welwood").

WITNESSETH:

WHEREAS, Tordal Holdings Joint Venture executed that certain Declaration of Covenants, Conditions and Restrictions for Foxwood Glen, Phase I, Plano, Texas (the "Original Declaration"), dated August 9, 1990, applicable to certain real estate described in Exhibit "A" thereto and located in the City of Plano, Collin County, Texas; and

WHEREAS, the Original Declaration was filed of record on August 9, 1990, in Volume 3330, Page 823 of the Deed Records of Collin County, Texas; and

WHEREAS, Declarant executed that certain Supplementary Declaration of Covenants, Conditions and Restrictions for Foxwood Glen, Plano, Texas (the "Supplement"), dated May 6, 1992, which among other things, adding additional real property to the scheme of the Original Declaration; and

92-0048359

WHEREAS, the Supplement was filed of record on May 11, 1992, in the Land Records of Collin County, Texas; and

WHEREAS, the Original Declaration, as amended by the Supplement, remains in full force and effect; and

WHEREAS, Declarant and Welwood desire to amend and restate, in its entirety, the Supplement; and

WHEREAS, Paragraph 2.02(a) of the Original Declaration provides that Declarant may add or annex additional real property to the scheme of the Original Declaration by filing a supplementary declaration of record in the Deed Records of Collin County, Texas, and such supplementary declaration may contain such complementary additions and modifications of the covenants, conditions and restrictions contained in the Original Declaration as may be necessary to reflect the different character of the added properties and are not materially inconsistent with the Original Declaration in a manner which adversely affects the concept of the Original Declaration; and

WHEREAS, Declarant and Welwood are the owners of the real property (the "Property") described on Exhibit "A" attached hereto and made a part hereof for all purposes, and desires to add the Property to the scheme of the Original Declaration.

NOW, THEREFORE, Declarant and Welwood declare that (i) the Supplement shall be amended and restated in its entirety as set forth herein and (ii) the Property is and shall be subject to the scheme of the Original Declaration, and is and shall be held, transferred, sold, conveyed, used and occupied subject to the covenants, conditions, restrictions, easements, charges and liens set forth in the Original Declaration.

The Original Declaration, as expressly modified herein, remains in full force and effect and is hereby ratified and confirmed.

EXHIBIT "A"

THE PROPERTY

BEING a tract of land situated in the Samuel T. Noblett Survey, Abstract No. 667, City of Plano, Collin County, Texas, and being a portion of an 86.247 acre tract and a 2.2116 acre tract of land conveyed to TORDAL HOLDINGS, INC. as recorded in Volume 2956, Page 752 and Volume 3070, Page 701, respectively, Deed Records, Collin County, Texas, and being more particularly described as follows:

BEGINNING at a City of Plano monument set in concrete at the northeast corner of Castlemere Phase I, an addition to the City of Plano as recorded in Cabinet G, Page 759, Plat Records, Collin County, Texas; said point also being in the east right-of-way line of Willow Bend Drive (a 92-foot right-of-way);

THENCE N 77° 45' 35" W, crossing said Willow Bend Drive and along the north line of said Castlemere Phase I, a distance of 92.00 feet to a 1-inch re-bar found for corner;

THENCE continuing along the north line of said Castlemere Phase I the following courses and distances:

S 89° 57' 38" W, a distance of 415.19 feet to a 1-inch re-bar found;

N 87° 10' 38" W, a distance of 20.02 feet to a 1-inch re-bar found;

S 89° 57' 38" W, a distance of 50.00 feet to a 1-inch re-bar found;

THENCE N 00° 02' 22" W, departing the north line of said Castlemere Phase I, a distance of 119.00 feet to a 1-inch re-bar set for corner;

THENCE S 89° 57' 38" W, a distance of 10.00 feet to a 1-inch re-bar set for corner;

THENCE N 00° 02' 22" W, a distance of 50.00 feet to a 1-inch re-bar set for corner;

THENCE N 89° 57' 38" E, a distance of 9.93 feet to a 1-inch re-bar set for corner;

THENCE N 00° 11' 46" W, a distance of 119.00 feet to a 1-inch re-bar set for corner;

THENCE N 87° 10' 39" W, a distance of 20.03 feet to a 1-inch re-bar set for corner;

THENCE S 89° 57' 38" W, a distance of 117.00 feet to a 1-inch re-bar set for corner;

THENCE N 00° 11' 46" W, a distance of 72.10 feet to a 1-inch re-bar set for corner;

THENCE N 89° 48' 14" E, a distance of 2.00 feet to a 1-inch re-bar set for corner;

THENCE N 00° 11' 46" W, a distance of 161.81 feet to a 1-inch re-bar set at the beginning of a curve to the left having a central angle of 01° 46' 55", a radius of 340.00 feet, a tangent of 5.29 feet, and a chord bearing and distance of N 01° 05' 13" W, 10.57 feet;

THENCE along said curve to the left, an arc distance of 10.57 feet to a 1-inch re-bar set for corner;

THENCE N 88° 01' 19" E, a distance of 135.00 feet to a 1-inch re-bar set at the beginning of a non-tangent curve to the left having a central angle of 13° 21' 14", a radius of 475.00 feet, a tangent of 55.61 feet, and a chord bearing and distance of N 08° 39' 18" W, 110.46 feet;

THENCE along said curve to the left, an arc distance of 110.71 feet to a 1-inch re-bar set for corner; THENCE N 74° 40' 05" E, a distance of 50.00 feet to a 1-inch re-bar set at the beginning of a non-tangent curve to the right having a central angle of 07° 06' 22", a radius of 525.00 feet, a tangent of 32.60 feet, and a chord bearing and distance of S 11° 46' 44" E, 65.07 feet;

THENCE along said curve to the right, an arc distance of 65.11 feet to a 1-inch re-bar set for corner;

THENCE N 81° 44' 35" E, a distance of 148.73 feet to a 1-inch re-bar set at the beginning of a non-tangent curve to the left having a central angle of 35° 50' 46", a radius of 38.00 feet, a tangent of 12.29 feet, and a chord bearing and distance of S 73° 34' 49" E, 23.39 feet;

THENCE along said curve to the left, an arc distance of 23.77 feet to a 1-inch re-bar at the beginning of a curve to the left having a central angle of 00° 46' 00", a radius of 1270.50 feet, a tangent of 8.50 feet, and a chord bearing and distance of N 88° 06' 48" E, 17.00 feet;

THENCE along said curve to the left, an arc distance of 17.00 feet to a 1-inch re-bar set for corner;

THENCE S 02° 16' 12" E, a distance of 2.00 feet to a 1-inch re-bar set at the beginning of a non-tangent curve to the left having a central angle of 13° 44' 06", a radius of 1272.50 feet, a tangent of 153.26 feet, and a chord bearing and distance of N 80° 51' 45" E, 304.32 feet;

THENCE along said curve to the left, an arc distance of 305.05 feet to a 1-inch re-bar set for corner;

THENCE S 01° 00' 49" W, a distance of 20.00 feet to a 1-inch re-bar set for corner;

THENCE N 57° 39' 03" E, a distance of 7.28 feet to a 1-inch re-bar set for corner;

THENCE N 87° 51' 25" E, a distance of 81.94 feet to a 1-inch re-bar set at the beginning of a non-tangent curve to the left having a central angle of 00° 51' 12", a radius of 1154.00 feet, a tangent of 8.60 feet, and a chord bearing and distance of N 02° 34' 12" W, 17.19 feet;

THENCE along said curve to the left, an arc distance of 17.19 feet to a City of Plano monument set in concrete;

THENCE N 87° 00' 12" E, a distance of 159.03 feet to a 1-inch re-bar set for corner;

THENCE S 45° 51' 26" E, a distance of 169.93 feet to a 1-inch re-bar set for corner;

THENCE S 18° 14' 51" E, a distance of 190.00 feet to a 1-inch re-bar set for corner;

THENCE S 72° 01' 23" W, a distance of 222.14 feet to a 1-inch re-bar set for corner;

THENCE N 81° 44' 19" W, a distance of 70.00 feet to a 1-inch re-bar set at the beginning of a non-tangent curve to the right having a central angle of 07° 13' 23", a radius of 1246.00 feet, a tangent of 78.64 feet, and a chord bearing and distance of S 17° 00' 24" W, 156.97 feet;

THENCE along said curve to the right, an arc distance of 157.08 feet to a 1-inch re-bar set for corner;

THENCE S 20° 37' 05" W, a distance of 23.43 feet to a 1-inch re-bar set at the beginning of a curve to the left having a central angle of 08° 22' 40", a radius of 1154.00 feet, a tangent of 84.52 feet, and a chord bearing and distance of S 16° 25' 45" W, 168.59 feet;

THENCE along said curve to the left, an arc distance of 168.74 feet to the POINT OF BEGINNING and CONTAINING 12.0016 acres of land.

SUPPLEMENTARY DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS FOR
FOXWOOD GLEN, PLANO, TEXAS

1992/05/11 2:38
92-0031025 RS 18.00
COLLIN COUNTY, TX

THIS SUPPLEMENTARY DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR FOXWOOD GLEN, PLANO, TEXAS (this "Supplementary Declaration") is made this the 6 day of May, 1992, by PLANO THREE VENTURE, a Texas joint venture formerly known as Tordal Holdings Joint Venture and currently doing business as Tordal Holdings Joint Venture (hereinafter referred to as "Declarant").

W I T N E S S E T H :

WHEREAS, Tordal Holdings Joint Venture executed that certain Declaration of Covenants, Conditions and Restrictions for Foxwood Glen, Phase I, Plano, Texas (the "Original Declaration"), dated August 9, 1990, applicable to certain real estate described in Exhibit "A" thereto and located in the City of Plano, Collin County, Texas; and

WHEREAS, the Original Declaration was filed of record on August 9, 1990, in Volume 3330, Page 823 of the Deed Records of Collin County, Texas, and remains in full force and effect; and

WHEREAS, Paragraph 2.02(a) of the Original Declaration provides that Declarant may add or annex additional real property to the scheme of the Original Declaration by filing a supplementary declaration of record in the Deed Records of Collin County, Texas, and such supplementary declaration may contain such complementary additions and modifications of the covenants, conditions and restrictions contained in the Original Declaration as may be necessary to reflect the different character of the added properties and are not materially inconsistent with the Original Declaration in a manner which adversely affects the concept of the Original Declaration.

WHEREAS, Declarant is the owner of the real property (the "Property") described on Exhibit "A" attached hereto and made a part hereof for all purposes, and desires to add the Property to the scheme of the Original Declaration.

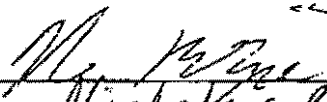
NOW, THEREFORE, Declarant declares that the Property is and shall be subject to the scheme of the Original Declaration, and is and shall be held, transferred, sold, conveyed, used and occupied subject to the covenants, conditions, restrictions, easements, charges and liens set forth in the Declaration; provided, however, as to the Property only, the third (3rd) sentence of Section 9.11(a) of the Original Declaration is amended to read as follows:

Notwithstanding anything contained herein to the contrary all fireboxes shall be one hundred percent (100%) brick, stone, masonry, metal or other material approved by the Architectural Control Committee.

The Original Declaration, as expressly modified herein, remains in full force and effect and is hereby ratified and confirmed.

IN WITNESS WHEREOF, Declarant has caused this Supplementary Declaration to be executed this the 6th day of May, 1992.

PLANO THREE VENTURE,
a Texas joint venture formerly known as
Tordal Holdings Joint Venture and doing
business as Tordal Holdings Joint Venture

By: 
Name: Nicholas R. DiGiuseppe
Title: Auth. Rep.

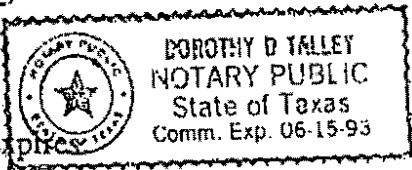
THE STATE OF TEXAS

§
§
§

COUNTY OF DALLAS

BEFORE ME, the undersigned authority, a Notary Public in and for the State of Texas, on this day personally appeared Nicholas R. DiGiuseppe known to me to be a Venturer of PLANO THREE VENTURE, a Texas joint venture formerly known as Tordal Holdings Joint Venture and doing business as Tordal Holdings Joint Venture, whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same in his capacity as a Venturer of said joint venture, as the act and deed of said joint venture, for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this 6th day of May, 1992.



Dorothy D. Talley
Notary Public, State of Texas

My Commission Expires _____

(Typed/Printed Name of Notary)

**DECLARATION OF COVENANTS, CONDITIONS
AND RESTRICTIONS FOR FOXWOOD GLEN, PHASE I, PLANO, TEXAS**

THIS DECLARATION is made this 9th day of August, 1990, by TORDAL HOLDINGS JOINT VENTURE, a Texas joint venture (hereinafter referred to as "Declarant").

WITNESSETH:

WHEREAS, Declarant is the owner of the real property referred to in Article II hereof and described on Exhibit "A", attached hereto and made a part hereof for all purposes, and desires to create thereon a residential community with landscaping, sprinkler systems, streets, drives, screening walls and other common improvements for the benefit of the community; and

WHEREAS, Declarant desires to provide for, among other matters, the preservation of the values and amenities in said community and for the maintenance of said landscaping, sprinkler systems, streets, drives, screening walls and other common improvements; and, to this end, desires to subject the real property referred to in Article II together with such additions as may hereafter be made thereto (as provided in Article II) to the covenants, conditions, 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 would 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 will cause to be incorporated under the laws of the State of Texas a non-profit corporation for the purpose of effecting the intents and objectives herein set forth.

NOW, THEREFORE, Declarant declares that the real property referred to 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, conditions, restrictions, easements, charges and liens (sometimes referred to as "Covenants and Restrictions") hereinafter set forth.

ARTICLE I DEFINITIONS

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

(a) "Association" shall mean and refer to the vehicle and agency which will have the power, duty and responsibility of maintaining and administering the Common Properties, and collecting the disbursements and charges hereinafter prescribed, and will have the right of administering and enforcing the Covenants and Restrictions. The Association shall, commencing on the date of recordation of this Declaration and continuing for an indefinite period of time, exist as an unincorporated association and at a point in time deemed appropriate by the Declarant, consistent with the objectives herein and the circumstances then existing, the Declarant will cause the incorporation of the Association as a non-profit corporation under the laws of the State of Texas.

(b) "Properties" shall mean and refer to all such existing properties as are subject to this Declaration as described on Exhibit "A" attached hereto and any additions to such Properties.

(c) "Common Properties" shall mean and refer to, as examples, and not by way of limitation (i) those certain streets, drives, parkway areas, landscaped medians, landscaping improvements, plantings, screening walls, sprinkler systems, easements and curbs, among other amenities as are more particularly described on Exhibit "B" attached hereto and made a part hereof for all purposes, which improvements are intended to be devoted to common use and enjoyment; and (ii) any areas of land, improvements or other property rights within the Properties which are known, described or designated or which shall subsequently become known, described or

designated as Common Properties intended for or devoted to the common use and enjoyment of the Members of the Association, together with any and all improvements that are now or may hereafter be constructed thereon. In certain circumstances Common Properties may not be owned by the Declarant or the Association in fee, but may, in some instances, be held as an easement, be leased or may simply be areas of land that are not owned or leased by the Declarant or the Association but which are maintained by the Association or the Declarant for the use and benefit of the Members and the Properties. An example of areas of Common Property which may not be owned or leased by the Association or Declarant but would constitute a portion of the Common Properties and be maintained by the Association would be landscaped parkways and medians within public rights-of-way within or appurtenant to the Properties. The Declarant may hold record title to the Common Properties, consistent with the objectives envisioned herein and subject to the easement rights herein of the Members to use and enjoy the Common Properties, for an indefinite period of time and at a point in time (deemed appropriate and reasonable by the Declarant) after the Association has been incorporated, record title to those portions of the Common Properties which are owned by Declarant in fee, as an easement or otherwise will be transferred from the Declarant to the Association.

(d) "Lot" shall mean and refer to any plot or tract of land shown upon any recorded subdivision map(s) or plat(s) of the Properties, as amended from time to time, which is designated as a lot therein and which is or will be improved with a residential dwelling. Some portions of the Common Properties may be platted as a "lot" on the recorded subdivision plat, however, these lots shall be excluded from the concept and definition of lot as used herein.

(e) "Owner" shall mean and refer to every person or entity who is a record owner of a fee or undivided fee interest in any Lot which is subject by covenant of record to assessment by the Association, including contract sellers. The foregoing is not intended to include persons or entities who hold an interest merely as security for the performance of an obligation.

(f) "Member" shall mean and refer to each Owner as provided in Article III.

(g) "Declarant" shall mean and refer to TORDAL HOLDINGS JOINT VENTURE, a Texas joint venture, and the successors and assigns (if any) of such joint venture, with respect to the voluntary disposition of all (or substantially all) of the assets of such joint venture and/or the voluntary disposition of all (or substantially all) of the right, title and interest of the joint venture, in and to the Properties prior to the completion of development thereon, where such voluntary disposition of right, title and interest expressly provides for the transfer and assignment of the rights of such joint venture as

Declarant. No person or entity purchasing one or more Lots from such joint venture in the ordinary course of business shall be considered as "Declarant".

ARTICLE II PROPERTY SUBJECT TO THIS DECLARATION; ADDITIONS THERETO

2.01 Existing Properties. The Properties which are, and shall be, held, transferred, sold, conveyed, and occupied subject to this Declaration are located in Plano, Collin County, State of Texas, and are more particularly described in Exhibit "A" attached hereto and incorporated herein by reference for all purposes.

2.02 Additions to Properties. Additional land(s) may become subject to this Declaration in any of the following manners:

(a) The Declarant may add or annex additional real property to the scheme of this Declaration by filing of record a Supplementary Declaration of Covenants, Conditions 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, conditions 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 materially inconsistent with this Declaration in a manner which adversely affects the concept of this Declaration.

(b) In the event any person or entity other than the Declarant desires to add or annex additional residential and/or common areas to the scheme of this Declaration, such proposed annexation must have the prior written consent and approval of the majority of the outstanding votes within each voting class of the Association.

(c) Any additions made pursuant to Paragraphs (a) and (b) of this Section 2.02, when made, shall automatically extend the jurisdiction, functions, duties and membership of the Association to the properties added.

(d) The Declarant shall have the right and option (without the joinder, approval or consent of any person(s) or entity(ies)) to cause the Association to merge or consolidate with any similar association then having jurisdiction over real property located (in whole or in part) within one-half (1/2) mile of any real property then subject to the jurisdiction of the Association. Upon a merger or consolidation of the Association with another association, 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 within the Properties together with the covenants and restrictions established upon any other properties as one scheme.

(e) Notwithstanding the fact that the Declarant may not be a Class A, Class B or Class C Member by virtue of its sale, transfer or conveyance of all of its right, title, and interest in the Property, the Declarant shall continue, to be entitled to implement and exercise all its rights under and pursuant to this Section 2.02 and all of the subsections hereof. Even though the Declarant may not be a Class A, Class B or Class C Member prior to an annexation, merger or consolidation permitted by this Section 2.02, subsequent to such annexation, merger or consolidation the Declarant shall be and become a Class C Member with respect to the Lots owned by it within the Property, as each Property has been expanded or increased by the annexation, merger or consolidation. The Declarant's rights as a Class C Member shall be governed by and set forth in the Declaration for the Property and the Articles of Incorporation and Bylaws of the Association as same may be amended or altered by and in accordance with the annexation, merger or consolidation.

ARTICLE III MEMBERSHIP AND VOTING RIGHTS IN THE ASSOCIATION

3.01 Membership. Every Owner of a Lot shall automatically be a Member of the Association.

3.02 Classes of Membership. The Association shall have three (3) classes of voting membership:

CLASS A. Class A Members shall be all Members other than Class B Members and Class C Members. 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. Class B Members shall be any Owner who acquires a Lot from the Declarant for the purpose of constructing the initial residential dwelling on such Lot for sale to consumers. Class B Members shall be non-voting Members. Class B membership shall cease, and each Class B Member shall become a Class A Member, upon the sale of such Lot by the Class B Member.

CLASS C. The Class C Member(s) shall be the Declarant. The Class C Member(s) shall be entitled to six (6) votes for each Lot (a) in which Declarant holds the interest required for membership and (b) each Lot in which a Class B Member holds the interest required for membership. The Class B membership shall cease, and each Class B Member shall become a Class A Member:

(i) when the total number of votes outstanding in the Class A membership is eight (8) times greater than the total number of votes outstanding in the Class C membership; or

(ii) on the tenth (10th) anniversary date of the lawful commencement date of the Association as an incorporated entity,

whichever occurs first in time.

Notwithstanding the voting rights within the Association, until the Declarant no longer owns record title to any Lot, or the tenth (10th) anniversary of the recording date for this Declaration, whichever occurs first in time, the Association shall take no action with respect to any matter whatsoever without the consent and approval of the Declarant.

3.03 Quorum, Notice and Voting Requirements.

(a) Subject to the provisions of Paragraph (c) of this Section, any action authorized by Sections 5.04 and 5.05(a) of Article V shall require the assent of the majority of all of the votes of those who are voting in person or by proxy, regardless of class, at a meeting duly called for that purpose, written notice of which shall be given to all Members not less than ten (10) days nor more than fifty (50) days in advance and shall set forth the purpose of such meeting.

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

At the initial meeting called, as hereinafter provided, the presence at the meeting of Members, or of proxies, entitled to cast sixty percent (60%) of all of the votes of the Association, regardless of class, 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 hereinabove set forth, and the required quorum at such second meeting shall be one-half (1/2) of the required quorum at the preceding meeting; provided, however, that no such second meeting shall be held more than sixty (60) days following the first meeting.

(c) As an alternative to the procedure set forth above, any action referred to in Paragraph (a) of this Section may be taken without a meeting if a consent in writing, approving of the action to be taken, shall be signed by Members who hold more than sixty percent (60%) of the outstanding votes of the Association in the aggregate, regardless of class.

(d) During the period of time that the Association is unincorporated, the Declarant shall have the sole right and option to prescribe reasonable procedures for the meetings (if any) of the Members, provided, however, that prior to incorporation, without the approval of the Declarant, no Member (other than Declarant) shall have a right to vote on any matter, or to call any meetings of the Members of the Association. Except as specifically set forth in this Declaration, notice, voting and quorum requirements for all action to be taken by the Association (as an incorporated entity) shall be consistent with its Articles of Incorporation and Bylaws, as same may be amended from time to time.

ARTICLE IV PROPERTY RIGHTS IN THE COMMON PROPERTIES

4.01 Members' Easements of Enjoyment. Subject to the provisions of Section 4.03 of this Article, every Member and every tenant of every Member, who resides on a Lot, and each individual who resides with either of them, respectively, on such Lot shall have a right and easement of use and enjoyment in and to the Common Properties and such easement shall be appurtenant to and shall pass with the title of every Lot; provided, however, such easement shall not give such person the right to make alterations, additions or improvements to the Common Properties.

4.02 Title to the Common Properties. The Declarant shall dedicate and convey the fee simple title to the Common Properties to the Association at such point in time deemed reasonable and appropriate by the Declarant. Prior to the date the Common Properties are conveyed to the Association, the Declarant shall retain the right to sell portions of the Common Properties to Lot Owners if Declarant, in its sole discretion, deems such sale to be for the best interest of the development.

4.03 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 maintenance of the Common Properties.

(b) Liens of mortgages placed against all or any portion of the Common Properties with respect to monies borrowed by the Declarant to develop and improve the Common Properties or by the Association to improve or maintain all or any portion of the Common Properties;

(c) The right of the Association to enter into and execute contracts with third parties (including the Declarant, or an affiliate of the Declarant) for the purpose of providing maintenance or such other materials or services consistent with the purposes of the Association;

(d) The right of the Association to take such steps as are reasonably necessary to protect the Common Properties against foreclosure;

(e) The right of the Association, as may be provided in its Bylaws, to suspend the voting rights of any Member for any period during which any assessment against a Lot owned by such individual remains unpaid, and for any period not to exceed sixty (60) days for an infraction of its rules and regulations;

(f) The right of the Declarant, subject to approval by written consent by the Member(s) having a majority of the outstanding votes of the Association, in the aggregate, regardless of class, to dedicate or transfer all or any part of the Common Properties to any public agency, authority, or utility company for such purposes and upon such conditions as may be agreed to by such Members; and

(g) The right of the Declarant, at any time, to make such reasonable amendments to the Plat of the Properties recorded in Volume G, Page 759 of the Map Records of Collin County, Texas (hereinafter referred to as the "Plat") as it deems advisable, in its sole discretion. All Members are advised that a portion of the Common Properties may be located within the platted and dedicated public rights-of-way and in connection therewith the public shall have rights of use and enjoyment of Common Properties located within the public rights-of-way.

ARTICLE V COVENANTS FOR ASSESSMENTS

5.01 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 therefor, whether or not it shall be so expressed in any such deed or other conveyance, shall be deemed to covenant and agree (and such covenant and agreement shall be deemed to constitute a portion of the consideration and purchase money for the acquisition of the Lot), to pay to the Association (or to an entity or collection agency designated by the Association): (1) annual maintenance assessments or charges; (2) special assessments for capital improvements, such assessments to be fixed, established and collected from time to time as hereinafter provided; (3) individual special assessments levied against individual Lot Owners to reimburse the Association for extra costs for maintenance and repairs caused by the willful or negligent

acts of the individual Owner and not caused by ordinary wear and tear, such assessments to be fixed, established and collected from time to time as hereinafter provided. The annual, special capital, and special individual 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 each Lot against which each such assessment is made. Each such assessment together with interest thereon and cost of collection thereof as hereinafter provided, shall also be the continuing personal obligation of the person who was the Owner of such Lot at the time when the assessment fell due.

5.02 Purpose of Assessments. The assessments levied by the Association shall be used exclusively for the purpose of promoting the health, safety and welfare of the residents of the Properties, and in particular for the improvement and maintenance of private roadways, private walkways, jogging and bike trails, lakes, recreational areas, greenbelt areas, parkways, or other properties, services, improvements and facilities devoted to this purpose and directly related to the use and enjoyment of the Common Properties including, but not limited to the payment of taxes on the Common Properties and insurance in connection with the Common Properties and the repair, replacement and additions thereto; and for paying the cost of labor, equipment (including the expense of leasing any equipment) and materials required for, and management and supervision of, the Common Properties; for carrying out the duties of the Board of Directors of the Association as set forth in Article V hereafter; and for carrying out the purposes of the Association as stated in its Articles of Incorporation.

5.03 Improvement and Maintenance of the Common Properties Prior to Conveyance to the Association. Initially, all improvement of the Common Properties shall be the responsibility of the Declarant and shall be undertaken by Declarant at its sole cost and expense with no right to reimbursement from the Association. After the initial improvements are substantially completed and until the date of the conveyance of the title to the Common Properties to the Association, the Declarant, on behalf of the Association, shall have the responsibility and duty (but with right of assessment against all Owners) of maintaining the Common Properties, including, but not limited to, the payment of taxes on and insurance in connection with the Common Properties and the cost of repairs, replacements and additions thereto, and for paying the cost of labor, equipment (including the expense of leasing any equipment) and materials required for, and management and supervision of, the Common Properties. In this regard, and until such time as the Common Properties are conveyed to the Association, all assessments, both annual and special, collected by the Association (less such amount required for the operation of the Association) shall be forthwith paid by the Association to Declarant, to the extent that such assessments are required by Declarant to maintain the Common Properties as set forth in this Paragraph. The Association may rely upon a certificate executed and delivered by the Declarant with respect to the amount required by Declarant to maintain the Common Properties hereunder.

5.04 Basis and Amount of Annual Maintenance Assessments.

(a) Commencing with the year beginning January 1, 1991, and each year thereafter, the Board of Directors, at its annual meeting next preceding

such January 1, 1991, and each respective January 1 thereafter, may set the amount of the maximum annual assessment for the following year for each Lot, provided that the maximum annual assessment may not be increased more than twenty-five percent (25%) above the maximum annual assessment for the previous year unless otherwise approved by a majority of the votes of the Association's Members, regardless of class, as provided in Section 3.03 of Article III.

(b) When the assessment is computed for Lots, all or a portion of such assessment shall be payable to the Association by the Member according to the status of the Lot owned by such Member as follows:

(i) When the Lot is owned by a Class A Member the full assessment shall be payable.

(ii) When the Lot is owned by a Class B Member or a Class C Member one-quarter (1/4) of the assessment shall be payable.

(c) Notwithstanding anything herein contained to the contrary, prior to January 1, 1992, the maximum assessment chargeable against any Lot for which a full assessment is payable, shall not exceed \$30.00 per month.

(d) The Association's Board of Directors may fix the actual annual assessment at an amount equal to or less than the then-existing maximum annual assessment. The Board of Directors may provide that annual assessments shall be paid monthly, quarterly, semi-annually or annually on a calendar year basis. Written notice of the annual assessment to be paid by each Member shall be sent to every Member, but only to one (1) joint owner.

(e) If any assessment remains unpaid at the expiration of fifteen (15) calendar days from and after the due date established by the Board of Directors, a late charge shall be assessed against the non-paying Owner for each month that any portion of an assessment remains unpaid. The late charge shall be in the amount of Twenty-five and No/100 Dollars (\$25.00) for all Class A Members. A reasonable service charge in an amount established by the Board of Directors shall be charged for each check that is returned because of insufficient funds. The amounts of late charges and service charges may be adjusted, from time to time, by the Board of Directors consistent with any changes in the amounts of regular or special assessments.

5.05 Special Assessments for Capital Improvements and Special Individual Assessments.

(a) In addition to the annual assessments authorized by Section 5.04 hereof, the Association may levy in any assessment year a special capital

, assessment 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 Properties or Common Properties, including the necessary fixtures and personal property related thereto; provided that any such assessment shall have the affirmative approval of a majority of the votes of the Members, regardless of class, who are voting in person or by proxy at a meeting duly called for that purpose, as provided in Section 3.03 of Article III.

(b) Upon an affirmative vote of a majority of the members of the Board of Directors of the Association, the Association may levy special individual assessments against individual Lot Owners for reimbursement for repairs occasioned by the willful or negligent acts of such individual Lot Owners and not ordinary wear and tear.

5.06 Uniform Rate of Annual Special Capital Assessments. Except as otherwise provided in Section 5.04(b) or in this Section 5.06, both annual and special capital assessments must be fixed at a uniform rate for all Lots payable as set forth in Section 5.04 and Section 5.05 above. Unless a majority of the Lot Owners and their respective first mortgagees have given prior written approval, the Board of Directors of the Association shall not change the pro rata interest or obligations of any Lot (or Owner thereof) for purposes of levying annual and special capital assessments and charges.

5.07 Date of Commencement of Assessments; Due Dates: The annual maintenance assessments provided for herein shall commence on the date fixed by the Board of Directors of the Association to be the date of commencement and, except as hereinafter provided, shall be payable annually, semi-annually or monthly, in advance, on the first day of each payment period thereafter, as the case may be and as the Board of Directors shall direct. The first annual maintenance assessment shall be made for the balance of the calendar year in which it is levied. The amount of the annual maintenance assessment which may be levied for the balance remaining in the first year of assessment shall be an amount which bears the same relationship to the annual maintenance assessment provided for in Section 5.04 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 maintenance assessment for such month shall be prorated by the number of days remaining in the month. The due date or dates, if it is to be paid in installments, of any other assessment or special assessment under Sections 5.04 and 5.05 hereof, shall be fixed in the respective resolution authorizing such assessment. Annual, special capital and special individual assessments may be established, collected and enforced by the Declarant at any time prior to the incorporation of the Association.

5.08 Duties of the Board of Directors with Respect to Assessments.

(a) 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 Lots and assessments applicable thereto which shall be kept in the office of the Association.

(b) Written notice of the assessment shall thereupon be delivered or mailed to every Owner.

(c) The Board of Directors 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. A reasonable charge may be made by the Board for the issuance of such certificates.

5.09 Effect of Non-Payment of Assessment: The Personal Obligation of the Owner; the Lien; Remedies of Association.

(a) If any assessment or any part thereof is not paid on the date(s) when due (being the dates specified in Section 5.07 of this Article), then the unpaid amount of such assessment shall become delinquent and shall, together with such interest thereon, late charges, service charges, and cost of collection thereof as hereinafter provided, thereupon become a continuing lien on the Lot of the non-paying Owner which shall bind such Lot in the hands of Owner, his heirs, executors, devisees, personal representatives and assigns. The Association shall have the right to reject partial payments of an assessment and demand the full payment thereof. The personal obligation of the then-existing Owner to pay such assessment, however, shall remain his personal obligation and shall not pass to his successors in title unless expressly assumed by them. However, the lien for unpaid assessments shall be unaffected by any sale or assignment of a Lot and shall continue in full force and effect. No Owner may waive or otherwise escape liability for the assessment provided herein by non-use of the Common Properties or abandonment of his Lot.

(b) The Association may give written notification to the holder(s) of the mortgage on the Lot of the non-paying Owner of such Owner's default in paying any assessment when such default has not been cured within thirty (30) days.

(c) If any assessment, late charge, service charge, or part thereof is not paid when due, the unpaid amount of such assessment, late charge, service charge shall bear interest from the date of delinquency at a rate equal to the lesser of eighteen percent (18%) per annum or the maximum lawful rate, and the Association may, at its election, bring an action at law against the Owner personally obligated to pay the same in order to enforce payment and/or to foreclose the lien against the property subject thereto, and there shall be added to the amount of such unpaid assessment any and all costs of collection incurred by the Association, including reasonable attorneys' fees.

5.10 Subordination of the Lien to Mortgages. The lien of the assessments provided for herein shall be subordinate and inferior to the lien of any bona fide first lien mortgage or deed of trust now or hereafter placed upon the Lots subject to assessment; provided, however, that such subordination shall apply only to the assessments which have become due and payable prior to a sale, whether public or private, of such property pursuant to the terms and conditions of any such deed of trust. Such sale shall not relieve such Lots from liability for the amount of any assessments thereafter becoming due nor from the lien of any such subsequent assessment.

5.11 Exempt Property.

The following property subject to this Declaration shall be exempted from the assessments, charge and lien created herein:

(a) All properties dedicated and accepted by the local public authority and devoted to public use.

(b) All Common Properties as defined in Article I hereof.

**ARTICLE VI
GENERAL POWERS AND DUTIES
OF BOARD OF DIRECTORS OF THE ASSOCIATION**

6.01 Powers and Duties. The affairs of the Association shall be conducted by its Board of Directors. Prior to the incorporation of the Association, the Declarant shall select and appoint the Board of Directors, each of whom shall be a Class A, Class B or Class C Member, or an officer, employee, representative or agent of a Class A, Class B or Class C Member. From and after the effective date of the Association's incorporation, the Board of Directors shall be selected in accordance with the Articles of Incorporation and Bylaws of the Association. The Board, for the benefit of the Common Properties and the Owners, shall provide, and shall pay for out of the maintenance funds(s) provided for in Article V above, the following:

(a) Care and preservation of the Common Properties and the furnishing and upkeep of any desired personal property for use in the Common Properties.

(b) Care and maintenance of the landscaping, masonry and/or wrought iron screening walls and entry features which may be constructed by Declarant on the Common Properties or on private property. Maintenance includes all repair or rebuilding required and cleaning as required to remove graffiti or obscenities.

(c) Maintenance, should the Board so elect, of exterior grounds, drives, parkways, private streets and access areas, including care of trees, shrubs and grass, within the Properties, the exact scope of which shall be further specified by the Board from time to time. In particular, the Board shall be empowered to contract with persons or entities who shall be responsible for the maintenance of landscaping, trees, shrubs, grass and like improvements which are located on Lots except for landscaping and other like improvements which are located within rear yards or side yards enclosed by solid fence, which landscaping shall be maintained by the individual Lot Owner. Maintenance services contracted for by the Board in accordance with this paragraph shall be paid for out of Association funds.

(d) The services of a person or firm to manage the Association or any separate portion thereof, to the extent deemed advisable by the Board, and the services of such other personnel as the Board shall determine to be necessary or proper for the operation of the Association, whether such personnel are employed directly by the Board or by the manager.

(e) Legal and accounting services.

(f) Any other materials, supplies, furniture, labor, services, maintenance, repairs, alterations, taxes or assessments which the Board is required to obtain or pay for pursuant to the terms of this Declaration or by law or which in its opinion shall be necessary or proper for the operation or protection of the Association or for the enforcement of this Declaration.

(g) To execute all declarations of ownership for tax assessment purposes and to pay all taxes with regard to the Common Properties.

(h) To enter into agreements or contracts with insurance companies, taxing authorities and the holders of mortgage liens on the individual Lots with respect to: (i) taxes on the Common Properties, and (ii) insurance coverage of the Common Properties, as they relate to the assessment, collection and disbursement process envisioned by Article V hereinabove.

(i) To borrow funds to pay costs of operation secured by assignment or pledge of rights against delinquent Owners, if the Board sees fit.

(j) To enter into contracts, maintain one or more bank accounts, and generally, to have all the powers necessary or incidental to the operation and management of the Association and the Common Properties.

(k) If, as, and when the Board, in its sole discretion, deems necessary it may take action to protect or defend the Common Properties from loss or damage by suit or otherwise, to sue or defend in any court of law on behalf of the Association and to provide adequate reserves for repairs and replacements.

(l) To make reasonable rules and regulations for the operation and use of the Common Properties and to amend them from time to time, provided that any rule or regulation may be amended or repealed by an instrument in writing signed by a majority of the Members, or, with respect to a rule applicable to less than all of the Properties, by a majority the Members in the portions affected.

(m) Subsequent to incorporation, to make available to each Owner, within one hundred twenty (120) days after the end of each year, an unaudited annual report.

(n) Pursuant to Article VII herein, to adjust the amount, collect, and use any insurance proceeds to repair damage or replace lost property; and if proceeds are insufficient to repair damage or replace lost property, to assess the Members in proportionate amounts to cover the deficiency.

(o) If, as and when the Board, in its sole discretion, deems necessary it may take action to enforce the provisions of this Declaration and any rules made hereunder and to enjoin and/or seek damages from any Owner for violation of such provisions or rules.

6.02 Board Powers. From and after the date on which the title to the Common Properties has been conveyed to the Association, the Board shall have the exclusive right to contract for all goods, services and insurance, and the exclusive right and obligation to perform the functions of the Board, except as otherwise provided herein.

6.03 Maintenance Contracts. The Board, on behalf of the Association, shall have full power and authority to contract with any Owner for the performance by the Association of services which the Board is not otherwise required to perform pursuant to the terms hereof, such contracts to be upon such terms and conditions and for such consideration as the Board may deem proper, advisable and in the best interest of the Association.

6.04 Liability Limitations. Neither any Member, the Board, any Director, nor any Officer of the Association shall be personally liable for debts contracted for, or otherwise incurred by the Association, or for a tort of another Member, whether such other Member was acting on behalf of the Association or otherwise. Neither Declarant, the Association, its Directors, officers, agents, or employees shall be liable for any incidental or consequential damages for failure to inspect any premises, improvements or portion thereof or for failure to repair or maintain the same. Declarant, the Association or any other person, firm, public entity or corporation liable to make such repairs or maintenance shall not be liable for any personal injury or other incidental or consequential damages occasioned by any act or omission in the repair or maintenance of any premises, improvements or portion thereof.

6.05 Reserve Funds. The Board may maintain and establish funds which may be maintained and accounted for separately from other funds maintained for annual operating

expenses and may establish separate, irrevocable trust accounts in order to better demonstrate that the amounts deposited therein are capital contributions and not net income to the Association.

ARTICLE VII INSURANCE; REPAIR AND RESTORATION

7.01 Right to Purchase Insurance. The Association shall have the right and option to purchase, carry and maintain in force insurance covering any or all portions of the Common Properties, the improvements thereon and appurtenant thereto, for the interest of the Association and of all Members thereof, in such amounts and with such endorsements and coverage as shall be considered good sound insurance coverage for properties similar in construction, location and use to the subject property. Such insurance may include, but need not be limited to:

- (a) Insurance against loss or damage by fire and hazards covered by a standard extended coverage endorsement in an amount which shall be equal to the maximum insurable replacement value, excluding foundation and excavation costs as determined annually by the insurance carrier.
- (b) Public liability and property damage insurance on a broad form basis.
- (c) Fidelity bond for all officers and employees of the Association having control over the receipt or the disbursement of funds in such penal sums as shall be determined by the Association in accordance with its Bylaws.
- (d) Officers and directors liability insurance.

7.02 Insurance Proceeds. Proceeds of insurance shall be disbursed by the insurance carrier to the Association or contractors designated by the Association as the Board of Directors may direct. The Association shall use the net insurance proceeds to repair and replace any damage or destruction of property, real or personal, covered by such insurance. Any balance from the proceeds of insurance paid to the Association, as required in this Article, remaining after satisfactory completion of repair and replacement, shall be retained by the Association as part of a general reserve fund for repair and replacement of the Common Properties.

7.03 Insufficient Proceeds. If the insurance proceeds are insufficient to repair or replace any loss or damage, the Association may levy a special assessment as provided for in Article V of this Declaration to cover the deficiency. If the insurance proceeds are insufficient to repair or replace any loss or damage for which an Owner is bound hereunder, such Owner shall, as such Owner's undivided responsibility, pay any excess costs of repair or replacement.

7.04 Mortgagee Protection. There may be attached to all policies of insurance against loss or damage by fire and other hazards, a mortgagee's or lender's loss payable clause; provided, however, that amounts payable under such clause to the mortgagee may be paid to the Association to hold for the payment of costs of repair or replacement. The Association shall be responsible to hold said monies or to collect additional monies if the proceeds are insufficient to pay for the cost of all repairs or replacements and shall ensure that all mechanics', materialmen's and similar liens which may result from said repairs or replacements, are satisfied.

7.05 Destruction of Improvements on Individual Lots. In the event of destruction (total or partial) to the improvements on any individual Lot due to fire or any other cause each Lot Owner covenants and agrees to complete all necessary repairs or reconstruction of the damaged improvements within one (1) year of the date that the damage occurs.

ARTICLE VIII USE OF COMMON PROPERTIES

The Common Properties may be occupied and used as follows:

8.01 Restricted Actions by Owners. No Owner shall permit anything to be done on or in the Common Properties which would violate any applicable public law or zoning ordinance or which will result in the cancellation of or increase of any insurance carried by the Association, or which would be in violation of any law. No waste shall be committed in the Common Properties.

8.02 Damage to the Common Properties. Each Owner shall be liable to the Association for any damage to the Common Properties caused by the negligence or willful misconduct of the Owner or such Owner's family, guests, pets, or invitees.

8.03 Rules of the Board. All Owners and occupants shall abide by any rules and regulations adopted by the Board. The Board shall have the power to enforce compliance with said rules and regulations by all appropriate legal and equitable remedies, and an Owner determined by judicial action to have violated said rules and regulations shall be liable to the Association for all damages and costs, including reasonable attorney's fees.

ARTICLE IX USE OF PROPERTIES AND LOTS - PROTECTIVE COVENANTS

The Properties and each Lot situated thereon shall be constructed, developed, occupied and used as follows:

9.01 Residential Purposes. Each Lot (including land and improvements) shall be used and occupied for single family residential purposes only. No Owner or other occupant

shall use or occupy such Owner's Lot, or permit the same or any part thereof to be used or occupied, for any purpose other than as a private single family detached residence for the Owner or such Owner's tenant and their families and domestic servants employed on the premises. As used herein the term "single family residential purposes" shall be deemed to prohibit specifically, but without limitation, the use of any Lot for a duplex apartment, garage apartment, or other apartment use.

9.02 Minimum Lot Area. Each Lot shall contain at least seven thousand (7,000) square feet. No Lot shall be resubdivided; provided, however, that Declarant shall have and reserves the right, at any time, or from time to time, upon the joinder and consent of the appropriate county and/or municipal authorities, and with the joinder and consent of the directly affected Lot Owners, to file a replat of the Plat to effect a resubdivision or reconfiguration of any Lots in the Property then owned by Declarant, so long as such replat results in each resubdivided Lot containing not less than the minimum lot size prescribed by the City of Plano Zoning Ordinances, as applicable. Lot Owners shall not unreasonably withhold or delay their joinder in or consent to the replat or amendments to the Plat. The privilege to replat Lots in the Property owned by the Declarant reserved in this Section 9.02 shall be exercisable only by Declarant.

9.03 Minimum Floor Space. Each dwelling constructed on any residential Lot in the subdivision shall contain a minimum of two thousand five hundred fifty (2,500) square feet of air-conditioned floor area, exclusive of all porches, garages or breezeways attached to the main dwelling.

9.04 Combining Lots. Any person owning two or more adjoining Lots may consolidate such Lots into a single building location for the purpose of constructing one (1) residential structure thereon (the plans and specifications therefor being approved as set forth in this Declaration) and such other improvements as are permitted herein. In the event of any such consolidation, the consolidated Lots shall be deemed to be a single Lot for purposes of applying the provisions of this Declaration. Any such consolidation shall give consideration to easements as shown and provided for on the Plat and any required abandonment or relocation of any such easements shall require the prior written approval of Declarant as well as the prior written approval of any utility company having the right to the use of such easements. Combining of portions of Lots into a single building site is prohibited.

9.05 Setback Requirements and Building Location. All front, side, and rear setbacks must be approved by the Architectural Control Committee and must meet City of Plano building restriction requirements and the requirements of the Plat of the Properties. The location of the main residence on each Lot and the facing of the main elevation with respect to nearby streets shall be subject to the approval of the Architectural Control Committee. No building or structure of any type shall be erected on any Lot nearer to the front property line than indicated by the minimum building setback line on the Plat of the Properties.

9.06 Height. No building or structure on any Lot shall contain more than two (2) stories. However, in the event the City of Plano has requirements that restrict heights to

less than a standard two (2) stories, no building or structure on any Lot shall exceed, in height, the maximum height allowed by the City of Plano, such height to be measured and determined in accordance with the method approved by the City of Plano.

9.07 Driveways. Each Lot must be accessible to an adjoining street or alley by a driveway suitable for such purposes and approved in writing as to design and location by the Architectural Control Committee before the residential structure located on any such Lot may be occupied or used.

9.08 Access. No driveways or roadways may be constructed on any Lot to provide access to any adjoining Lot except as expressly provided on the Plat.

9.09 Drainage. Neither the Declarant nor its successors or assigns, shall be liable for any loss of use of, or damage done to any shrubbery, trees, flowers, improvements, fences, walks, sidewalks, driveways, or buildings of any type or the contents thereof on any Lot caused by any water levels, rising waters, or drainage waters.

9.10 Utilities. Each residence situated on a Lot shall be connected to the water and sewer lines as soon as practicable after same are available at the Lot line. No privy, cesspool, or septic tank shall be placed or maintained upon or in any Lot. The installation and use of any propane, butane, LP Gas or other gas tank, bottle or cylinder of any type, shall require the prior written approval of the Architectural Control Committee, and, if so approved, the Architectural Control Committee may require that such tank, bottle or cylinder be installed underground. Any control boxes, valves, connections, utility risers or refilling or refueling devices shall be completely landscaped with shrubbery so as to obscure their visibility from the streets within or adjoining the Properties or from any other Lot.

9.11 Construction Requirements.

(a) The exterior surface of all residential dwellings shall be constructed of glass, brick or other materials approved by the Architectural Control Committee. It is specifically required that the exterior wall area of each residence located within the Properties shall not have less than seventy-five percent (75%) brick, brick veneer, stone, stone veneer or masonry, and the exterior portion of any fireplace chimney shall be one hundred percent (100%) brick, stone or masonry, except that wood encased chimneys may be approved by the Architectural Control Committee. Notwithstanding anything contained herein to the contrary all fireboxes shall be one hundred percent (100%) brick, stone or masonry. The surface area of windows surrounded completely by masonry or brick may be included within the computation of the exterior masonry wall area of a residence. No previously used materials, other than antique brick, shall be permitted on the exterior of the residential structures located within the Properties. No brick, stone or masonry used on the exterior of any residential dwelling, outside walls, fence, walkway or other improvement or structure constructed on any Lot shall be painted unless otherwise permitted by the Architectural Control Committee.

(b) All roofs shall be constructed of wood shingle or wood shake, or other three dimensional materials which, in the sole discretion of the Architectural Control Committee, have a color and physical appearance resembling weathered cedar wood shingles or of composition shingles approved by the Architectural Control Committee in its sole discretion. The Architectural Control Committee will only approve roofing materials which are of the highest grade and quality and which are consistent with the external design, color and appearance of other improvements within the subdivision. All roofing materials shall be approved in writing by the Architectural Control Committee prior to the installation of such materials and shall be otherwise in compliance in all respects with applicable City of Plano ordinances. The roof pitch of any structure shall be eight (8) feet by twelve (12) feet minimum.

(c) All siding must be painted or stained in a color approved by the Architectural Control Committee. Installation of all types of exterior items and surfaces such as address numbers or external ornamentation, mail chutes, and exterior paint and stain, shall be subject to the prior written approval of the Architectural Control Committee; provided, however, that prior approval shall not be required for normal replacement or repair which does not change exterior colors or appearances.

(d) The plans for the residential building on each Lot shall include plans and specifications for any proposed sidewalks, and such sidewalks, if any, shall be constructed and completed before the main residence is occupied.

(e) Each residential structure shall have installed on the outside wall thereof a service riser conduit, the location and length of such conduit to be subject to the approval of the Architectural Control Committee.

(f) No above ground-level swimming pools shall be installed on any Lot.

(g) All exterior construction of the primary residential structure, garage, porches, and any other appurtenances or appendages of every kind and character on any Lot and all interior construction (including, but not limited to, all electrical outlets in place and functional, all plumbing fixtures installed and operational, all cabinet work completed, all interior walls, ceilings, and doors shall be completed and covered by paint, wallpaper, paneling, or the like, and all floors covered by wood, carpet, tile or other similar floor covering) shall be completed not later than one (1) year following the commencement of construction. For the purposes hereof, the term "commencement of construction" shall be deemed to mean the date on which the foundation forms are set.

(h) No projections of any type shall be placed or permitted to remain above the roof of any residential building with the exception of one or more chimneys and one or more vent stacks without the written permission of the Architectural Control Committee.

9.12 Garages. Each residential dwelling erected on any Lot shall provide garage space for a minimum of two (2) conventional automobiles. All garage doors shall be closed at all times when not in use. No detached garages shall be permitted on the Properties. No carport shall be built, placed, constructed or reconstructed on any Lot. As used herein, the term "carport" shall not be deemed to include a porte cochere. No garage shall ever be changed, altered, reconstructed or otherwise converted for any purpose inconsistent with the garaging of automobiles. Each garage shall open only to the rear of the Lot or to the alley abutting such Lot so as not to directly face a residential street; provided, however, Lots with side alleys may have side entry garages.

9.13 Landscaping and Sprinkler System. Any and all plans for the landscaping of front yards and of side yards not enclosed by solid fencing, including alterations, changes or additions thereto, shall be subject to the approval of the Architectural Control Committee. Weather permitting, each Lot shall be fully landscaped within sixty (60) days from the date the residence thereon is occupied. Each Lot Owner shall be responsible for maintaining his own landscaping in a healthy condition. Retaining walls may be constructed to achieve even grades for pools, driveways or house foundations, any such retaining wall must be uniform in height with a flat top and must be constructed of materials approved by the Architectural Control Committee, which shall be consistent with the overall appearance of the residential dwelling. No railroad ties or landscape timbers shall be approved by the Architectural Control Committee.

9.14 Fences. No fence, wall or hedge shall be erected, placed or altered on any Lot without the approval of the Architectural Control Committee and the design of and materials used in the construction of fences shall be subject to the prior approval of the Architectural Control Committee. No fence, wall or hedge shall be erected, placed or altered on any Lot nearer to any street than the minimum building setback line indicated on the recorded Plat of the Properties unless otherwise permitted by the Architectural Control Committee and in accordance with the requirements of the City of Plano. No fence, wall or hedge shall exceed eight (8) feet in height unless otherwise specifically required by the City of Plano. No chain link fences or other wire type fences shall be erected on any Lot. Fencing approved by the Architectural Control Committee will be allowed to extend from the perimeter of a dwelling to the side or rear property lines; provided, however, in connection with fencing from the perimeter of a dwelling to the side property lines, such fence shall be set back at least ten feet (10') from the primary perimeter dwelling wall facing the street. All fencing shall be of masonry construction identical to the type of masonry used on the residence located on such Lot or of wood material, provided that such wood fence is single or double-faced, is of spruce material or better, has slats four (4) to six (6) inches wide which are installed vertically only (not horizontally or diagonally), is no higher than eight (8) feet, and is not painted or stained on any surface facing a street, greenbelt, or adjoining Lot. All sideyard fences which are adjacent to any street within or adjacent to the Lot must be built with brick pillars

separating the wood sections. Such brick pillars must be constructed of brick identical to that used on the residential dwelling situated on the Lot and shall not be more than twelve feet (12') apart. All service and sanitation facilities, clothes lines, wood piles, tool sheds and air conditioning equipment must be enclosed within fences, walls and/or landscaping so as not to be visible from the immediate residential street. A fence/wall constructed in the manner as described in the preceding sentences must be constructed and in place along the rear property line of each Lot prior to the residence located on such Lot being occupied. Upon submission of a written request for same, the Architectural Control Committee may, from time to time, at its sole discretion, permit Owners to construct fences or walls which are in variance with the provisions of this paragraph where in the opinion of the Architectural Control Committee, the fence or wall is an integral part of the home. No member of the Architectural Control Committee shall be liable to any Owner for any claims, causes of action, or damages arising out of the grant of any such variance to any Owner. Each request for a variance submitted under this paragraph shall be reviewed separately and apart from other such requests and the grant of a variance to an Owner shall not constitute a waiver of the Architectural Control Committee's right to strictly enforce the restrictions provided hereunder against any other Owners.

No fence constructed on Lots 1, 24, 25 or 34 of Block A or on Lot 5 of Block D shall encroach upon that certain ten foot (10') T.U. Electric and Sidewalk Easement shown on the recorded subdivision map or plat of the Properties, which easement is located within said lots and adjacent to the west right of way of Willow Bend Drive.

9.15 Trash Receptacles and Collection. Each Lot Owner shall make or cause to be made appropriate arrangements with the City of Plano, Texas, for collection and removal of garbage and trash on a regular basis. If the Lot Owner fails to make such provisions, the Association may do so and assess the costs thereof to the Lot Owner. Each and every Lot Owner shall observe and comply with any and all regulations or requirements promulgated by the City of Plano, Texas, and/or the Association, in connection with the storage and removal of trash and garbage. All Lots shall at all times be kept in a healthful, sanitary and attractive condition. No Lot shall be used or maintained as a dumping ground for garbage, trash, junk or other waste matter. All trash, garbage, or waste matter shall be kept in adequate containers which shall be constructed of metal, plastic or masonry materials, with tightly-fitting lids, and which shall be maintained in a clean and sanitary condition. A Lot Owner may place trash where designated by the City of Plano, Texas, only on those days designated by the City of Plano, Texas as trash collection days; provided, however, such trash must be kept neatly contained in a sanitary, tightly-sealed bag or other container. No Lot shall be used for open storage of any materials whatsoever, except that new building materials used in the construction of improvements erected on any Lot may be placed upon such Lot at the time construction is commenced and may be maintained thereon through completion of construction. No garbage, trash, debris, or other waste matter of any kind shall be burned on any Lot.

9.16 Exterior Lighting. No exterior light, including landscape lighting, shall be installed or maintained on any Lot without the prior approval of the Architectural Control Committee. Further, and notwithstanding such prior approval, upon being given notice by the Committee that any exterior light is objectionable, the Owner of the Lot on which same

is located will immediately remove said light or shield the same in such a way that it is no longer objectionable.

9.17 Window Coolers. No window or wall type air-conditioners or water coolers shall be permitted to be used, erected, placed or maintained on or in any residential building on any part of the Properties.

9.18 Antennas Restrictions. No radio or television aerial wires or antennas shall be maintained on the outside of any building nor shall any free standing antennas of any style be permitted. All radio or television aerial wires or antennas must be built within the main structure and must not be visible from outside of such structure. Satellite dishes shall be permitted only if they are not visible from any street, alley or adjoining Lot and do not extend above the height of the fence.

9.19 Temporary Structures and Vehicles. No temporary structure of any kind shall be erected or placed upon any Lot. No trailer, mobile, modular or prefabricated home, tent, shack, barn or any other structure or building, other than the residence to be built thereon, shall be placed on any Lot; provided, however, that Declarant reserves the exclusive right to erect, place and maintain, and to permit builders to erect, place and maintain such facilities (including but not limited to sale, pre-sale and/or construction trailers) in and upon the Property as in its sole discretion may be necessary or convenient during the period of and in connection with the sale of Lots, construction and selling of residences and constructing other improvements on the Property. Such facilities may include, but not necessarily be limited to, a temporary office building, storage area, signs, portable toilet facilities and sales office. Declarant and builders shall also have the temporary right to use a residence situated on a Lot as a temporary office or model home during the period of and in connection with construction and sales operations on the Property, but in no event shall a builder have such right for a period in excess of one (1) year from the date of substantial completion of his last residence on the Properties. Any truck, bus, boat, boat trailer, trailer, mobile home, campmobile, camper or any vehicle other than conventional automobile shall, if brought within the Properties, be stored, placed or parked within the garage of the appropriate Lot Owner and concealed from view by other Lot Owners, unless the Architectural Control Committee, in its sole discretion, directs otherwise.

9.20 Parking. On-street parking is restricted to approved deliveries, pick-up or short-time guests and invitees and shall be subject to such reasonable rules and regulations as shall be adopted by the Board of Directors. Parking in driveways is permitted.

9.21 Signs. No sign or signs shall be displayed to the public view on any Lot without the prior approval of the Architectural Control Committee, except that: (1) Declarant may erect and maintain a sign or signs deemed reasonable and necessary for the construction, development, operation, promotion and sale of the Lots; (2) any builder, during the applicable initial construction and sales period, may utilize one professional sign, (of not more than nine (9) square feet in size) per Lot for advertising and sales purposes, provided that such sign must be approved by the Architectural Control Committee; (3) thereafter, a dignified "for sale" or "for rent" sign (of not more than nine (9) square feet in

size) may be utilized by the Owner of the respective Lot for the applicable sale or rent situation; (4) development-related signs owned or erected by Declarant shall be permitted; and (5) signs displaying the name of a security company shall be permitted, provided that such signs are (i) ground mounted, (ii) limited to two (2) in number (one in the front yard and one in the back yard); and (iii) of a reasonable size. Notwithstanding anything herein contained to the contrary, any and all signs, if allowed, shall comply with all sign standards of the City of Plano, Texas, as such standards may be applicable to the Properties.

9.22 Removal of Dirt. The digging of dirt or the removal of any dirt from any Lot is prohibited, except as necessary in conjunction with landscaping or construction of improvements thereon.

9.23 Drilling and Mining Operations. No oil drilling, water drilling or development operations, oil refining, quarrying or mining operations of any kind shall be permitted upon or in any Lot, nor shall oil wells, water wells, tanks, tunnels, mineral excavations or shafts be permitted upon or in any Lot. No derrick or other structure designed for use in boring for oil, natural gas or water shall be erected, maintained or permitted upon any Lot.

9.24 Offensive Activities. No noxious or offensive activity shall be conducted on any Lot nor shall anything be done thereon which is or may become an annoyance or nuisance to the other Lot Owners. No animals, livestock or poultry of any kind shall be raised, bred or kept on any residential Lot, except that dogs, cats or other household pets (not to exceed three (3) adult animals) may be kept, provided that they are not kept, bred or maintained for commercial purposes.

9.25 Duty of Maintenance.

(a) Owners and occupants (including lessees) of any Lot shall jointly and severally have the duty and responsibility, at their sole cost and expense, to keep the Lot so owned or occupied, including buildings, improvements, grounds or drainage easements or other rights-of-way incident thereto, and vacant land, in a well-maintained, safe, clean and attractive condition at all times. Such maintenance includes, but is not limited to, the following:

- (i) Prompt removal of all litter, trash, refuse and waste;
- (ii) Lawn mowing on a regular basis;
- (iii) Tree and shrub pruning;
- (iv) Watering landscaped areas;
- (v) Keeping exterior lighting and maintenance facilities in working order;

(vi) Keeping lawn and garden areas alive, free of weeds, and attractive;

(vii) Keeping parking areas, driveways, and roads in good repair;

(viii) Complying with all government health and police requirements;

(ix) Repair of exterior damages to improvements;

(x) Cleaning of landscaped areas lying between public right-of-way lines and Lot lines, unless such streets or landscaped areas are expressly designated to be Common Properties maintained by applicable governmental authorities or the Association; and

(xi) Repainting of improvements.

(b) If, in the opinion of the Association, any such Owner or occupant has failed in any of the foregoing duties or responsibilities, then the Association may give such person written notice of such failure and such person must within ten (10) days after receiving such notice, perform the repairs and maintenance or make arrangements with the Association for making the repairs and maintenance required. Should any such person fail to fulfill this duty and responsibility within such period, then the Association, through its authorized agent or agents, shall have the right and power to enter onto the premises and perform such repair and maintenance without any liability for damages for wrongful entry, trespass or otherwise to any person. The Owners and occupants (including lessees) of any part of the Properties on which such work is performed shall jointly and severally be liable for the cost of such work (such costs constituting a special individual assessment as specified in Section 5.05(b) hereof) and shall promptly reimburse the Association for such cost. If such Owner or occupant shall fail to reimburse the Association within thirty (30) days after receipt of a statement for such work from the Association, then said indebtedness shall be a debt of all said persons jointly and severally, and shall constitute a lien against that portion of the Properties on which said work was performed. Such lien shall have the same attributes as the lien for assessments and special assessments set forth in this Declaration, and the Association shall have the identical powers and rights in all respects, including but not limited to the right of foreclosure.

(c) Notwithstanding the provisions of Section 9.25(b) above, if, at any time, an Owner of any Lot shall fail to control weeds, grass and/or other unsightly growth, the Association shall have the authority and right to go onto said Lot for the purpose of mowing and cleaning said Lot and shall have the

authority and right to assess and collect from the Owner of said Lot a sum up to Five Hundred and No/100 Dollars (\$500.00) for mowing or cleaning said Lot on each respective occasion of such mowing or cleaning. If any at any time, weeds or other unsightly growth on the Lot exceed eight inches (8") in height, the Association shall have the right and authority to mow and clean the Lot, as aforesaid. The assessments, together with such interest thereon and costs of collection thereof, shall be a charge on the land and shall be a continuing lien upon each Lot against which each such assessment is made. Each such assessment, together with such interest thereon and cost of collection thereof, shall also be the continuing personal obligation of the person who was the Owner of such Lot at the time when the assessment occurred. Each and every Owner of any Lot, by the acceptance of a deed or other conveyance of such Lot shall thereby covenant and agree to pay such assessments. The lien securing any such assessment shall be subordinate and inferior to the lien of any mortgage and any renewals or extensions thereof existing prior to the assessment date.

9.26 Maintenance of Common Properties. The Common Properties (including landscaping comprising portions of the Common Properties) are described, in part, on Exhibit "B" attached hereto. All landscaping and improvements placed or erected on the Properties by Declarant and identified on Exhibit "B" shall be owned and maintained by the Association.

ARTICLE X ARCHITECTURAL CONTROL COMMITTEE

10.01 Architectural Control Committee. The Architectural Control Committee, hereinafter called "the Committee", shall be composed of three (3) individuals selected and appointed by the Declarant. The Committee shall function as the representative of the Owners of the Lots for the purposes herein set forth as well as for all other purposes consistent with the creation and preservation of a first-class residential development.

A majority of the Committee may designate a representative to act for it. In the event of the death or resignation of any member of the Committee, the remaining members shall have full authority to designate and appoint a successor. Each member of the Committee, or its designated representative, shall neither be entitled to any compensation for services performed hereunder nor be liable for claims, causes of action or damages (except where occasioned by gross negligence or arbitrary and capricious conduct) arising out of services performed pursuant to this covenant. At any time, the Declarant may delegate and assign to the Board of Directors, all of the Declarant's power and right to change the membership of the Committee, to withdraw or add powers and duties from or to the Committee, or to restore the powers and duties of the Committee. Such action by the Declarant shall be effective upon recordation of a written instrument properly reflecting same.

10.02 Architectural Approval. No building, structure or improvement of any nature (including, but not limited to, tennis courts, gazebos, greenhouses, storage sheds, swimming pools, swimming pool equipment and mail boxes) shall be erected, placed or altered on any Lot until the plot plan showing the location of such building, structure, or improvement, construction plans and specifications thereof and landscaping plans therefor have been submitted to and approved in writing by the Committee as to: (i) location with respect to Lot lines and finished grades with respect to existing topography, (ii) conformity and harmony of external design, color, and texture with existing structures and existing landscaping, (iii) quality of materials; adequacy of site dimensions; proper facing of main elevation with respect to nearby streets; and (iv) the other standards set forth within this Declaration. The Committee is authorized to request the submission of samples of proposed construction materials or colors of proposed exterior surfaces.

Final plans and specifications shall be submitted in duplicate to the Committee for approval or disapproval. At such time as the plans and specifications meet the approval of the Committee, one complete set of plans and specifications will be retained by the Committee and the other complete set of plans will be marked "Approved" and returned to the Lot Owner. If found not to be in compliance with these Covenants and Restrictions, one set of such plans and specifications shall be returned marked "Disapproved", accompanied by a reasonable statement of items found not to comply with these Covenants and Restrictions. Any modification or change to the approved set of plans and specifications which materially affects items (i) through (iv) of the preceding paragraph must again be submitted to the Committee, for its inspection and approval. The Committee's approval or disapproval as required herein shall be in writing. If the Committee, or its designated representative, fails to approve or disapprove such plans and specifications within thirty (30) days after they have been submitted to it, then Committee approval shall be presumed.

The Committee is authorized and empowered to consider and review any and all aspects of dwelling construction, construction of other improvements and location, quality and quantity of landscaping on the Lots, and may disapprove aspects thereof which may, in the reasonable opinion of the Committee, adversely affect the living enjoyment of one or more Lot Owner(s) or the general value of the Properties. As an example, and not by way of limitation, the Committee may impose limits upon the location of window areas of one residential dwelling which would overlook the enclosed patio area of an adjacent residential dwelling. Also, the Committee is permitted to consider technological advances in design and materials and such comparable or alternative techniques, methods or materials may or may not be permitted, in accordance with the reasonable opinion of the Committee. The Committee may, from time to time, publish and promulgate architectural standards bulletins; such bulletins shall supplement these Covenants and Restrictions and are incorporated herein by reference. The Committee shall have the authority to make final decisions in interpreting the general intent, effect and purpose of these restrictions.

10.03 Variances. Upon submission of a written request for same, the Committee may, from time to time, in its sole discretion, permit Lot Owners to construct, erect, or install improvements which are in variance from the architectural standards, Covenants and Restrictions, or previously published architectural bulletins which are provided in this

Declaration or which may be promulgated in the future. In any case, such variances shall be in basic conformity with and shall blend effectively with the general architectural style and design of the community. No member of the Committee shall be liable to any Lot Owner for any claims, causes of action, or damages arising out of the grant of any variance to a Lot Owner. Each request for a variance submitted hereunder shall be reviewed separately and apart from other such requests and the grant of a variance to any Lot Owner shall not constitute a waiver of the Committee's right to strictly enforce the Covenants and Restrictions and architectural standards provided hereunder against any other Lot Owner.

10.04 Nonconforming and Unapproved Improvements. The Association may require any Owner to restore such Owner's improvements to the condition existing prior to the construction thereof (including, without limitation, the demolition and removal of any unapproved improvement) if such improvements were commenced or constructed in violation of this Declaration. In addition, the Association may, but has no obligation to do so, cause such restoration, demolition and removal and levy the amount of the cost thereof as a special individual assessment against the Lot upon which such improvements were commenced or constructed.

10.05 No Liability. Neither Declarant, the Association, the Committee, nor the Board nor the officers, directors, members, employees and agents of any of them, shall be liable in damages to anyone submitting plans and specifications to any of them for approval, or to any Owner of property affected by these Covenants and Restrictions by reason of mistake in judgment, negligence, or nonfeasance arising out of or in connection with the approval or disapproval or failure to approve or disapprove any such plans or specifications. Every person who submits plans or specifications and every Owner agrees that he will not bring any action or suit against Declarant, the Association, the Committee, the Board, or the officers, directors, members, employees and agents of any of them, to recover any such damages and hereby releases, remises, and quitclaims all claims, demands and causes of action arising out of or in connection with any judgment, negligence or nonfeasance and hereby waives the provisions of any law which provides that a general release does not extend to claims, demands and causes of action not known at the time the release is given. Plans and specifications are not approved for engineering or structural design or adequacy of materials, and by approving such plans and specifications neither the Committee, the members thereof, the Declarant nor the Association assumes liability or responsibility therefor, nor for any defect in any structure constructed from such plans and specifications.

ARTICLE XI EASEMENTS

11.01 Ingress and Egress by the Association. Full rights of ingress and egress shall be had by the Association at all times over and upon each Lot for the maintenance and repair of each Lot and the Common Properties in accordance with the provisions hereof, and for the carrying out by the Association of its functions, duties and obligations hereunder; provided, that any such entry by the Association upon any Lot shall be made with as little inconvenience to the Owner as practical, and any damage caused by the

Association's entry, other than damages caused by the Owner, shall be repaired by the Association at the expense of the maintenance fund.

11.02 General. The rights and duties of the Owners of Lots within the Property with respect to sanitary sewer, water, electricity, telephone and cable television lines and drainage facilities shall be governed by the following:

(a) Wherever sanitary sewer and/or water service connections or electricity, or telephone and cable television lines or drainage facilities are installed within the Property, which connection lines or facilities or any portion thereof, lie in or upon Lots owned by any party other than the Owner of a Lot served by said connections, lines or facilities, such Owners of Lots served shall have the right, and are hereby granted an easement to the full extent necessary therefore, to enter upon the Lots within the Property within or upon which said connections, lines or facilities, or any portion thereof, lie, to repair, replace and generally maintain said connections as and when the same may be necessary.

(b) Wherever sanitary sewer and/or water service connections or electricity, telephone or cable television lines or drainage facilities are installed within the Property, which connections serve more than one Lot, the Owner of each Lot served by said connections shall be entitled to the full use and enjoyment of such portions of said connections which service such Owner's Lot.

11.03 Reservation of Easements. Easements over the Lots and Common Properties for the installation and maintenance of electric, telephone, cable television, water, gas and sanitary sewer lines and drainage facilities are hereby reserved by Declarant, together with the right to grant and transfer same.

11.04 Surface Areas of Utility Easements. Easements for installation and maintenance of utilities are reserved as shown and provided for on the Plat. Underground electric and telephone service shall be available to all Lots in the subdivision. Easements for the underground service may be crossed by driveways, walkways, patios, brick walls and fences, provided the Declarant or builder makes prior arrangements with the utility companies furnishing electric, gas and telephone service and provides and installs any necessary conduit of approved type and size under such driveways, walkways, patios, brick walls or fences prior to construction thereof. Such easements for the underground service shall be kept clear of all other improvements, and neither the grantee nor any utility company using the easements shall be liable for any damage done by either of them or their assigns, their agents, employees or servants, to shrubbery, trees, flowers or other improvements (other than for damages caused in crossing driveways, walkways, patios, brick walls or fences, providing conduit has been installed as outlined above) of the Owner located on the Lot covered by said easements.

11.05 Emergency and Service Vehicles. An easement is hereby granted to all police, fire protection, ambulance and other emergency vehicles and other service vehicles to enter

upon the Common Properties, including but not limited to private streets, in the performance of their duties and further, an easement is hereby granted to the Association, its officers, agents, employees and management personnel to enter the Common Properties to render any service.

11.06 Universal Easement. Each Lot and its Owner within the Properties is hereby declared to have an easement not to exceed one (1) foot in width, and the same is hereby granted to Declarant, over all adjoining Lots and Common Properties for the purpose of accommodating any encroachment due to engineering errors, errors in original construction, settlement or shifting of the building, or any other cause. There shall be easements for the maintenance of said encroachment, settling or shifting; provided, however, that in no event shall an easement for encroachment be created in favor of an Owner or Owners if said encroachment occurred due to willful misconduct of said Owner or Owners. Each of the easements hereinabove referred to shall be deemed to be established upon the recordation of this Declaration and shall be appurtenant to the Lot being serviced and shall pass with each conveyance of said Lot.

ARTICLE XII GENERAL PROVISIONS

12.01 Duration. The Covenants and Restrictions of this Declaration shall run with and bind the land subject to this Declaration, and shall inure to the benefit of and be enforceable by the Association and/or the Owner of any land subject to this Declaration, their respective legal representatives, heirs, successors and assigns, for a term of thirty-five (35) years from the date that this Declaration is recorded in the office of the County Clerk of Collin County, Texas, after which time said Covenants and Restrictions shall be automatically extended for successive periods of ten (10) years unless an instrument is signed by the Members entitled to cast seventy percent (70%) of the votes of the Association in the aggregate, regardless of class, and has been recorded in the Deed Records, Collin County, Texas, agreeing to abolish these Covenants and Restrictions in whole or a substantial portion thereof; provided, however, that no such agreements to abolish shall be effective unless made and recorded one (1) year in advance of the effective date of such abolishment.

12.02 Amendments. Notwithstanding Section 12.01 of this Article these Covenants and Restrictions may be amended and/or changed in part as follows:

- (a) during the ten (10) year period immediately following the date of recordation of these Covenants and Restrictions, the Declarant may amend or change these Covenants and Restrictions with the consent of at least fifty-one percent (51%) of a quorum of the outstanding votes of all Members of the Association, regardless of class;

(b) in all other situations, these Covenants and Restrictions may be amended or changed upon the express written consent of at least seventy percent (70%) of a quorum of the outstanding votes of each membership class of the Association.

Any and all amendments, if any, shall be recorded in the office of the County Clerk of Collin County, Texas. Notwithstanding the prior provisions of this Section 12.02, the Declarant may execute and record amendments to this Declaration without such consent or approval if the amendment is for the purpose of correcting technical or typographical errors or for clarification only.

12.03 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 them, or to recover damages, or to enforce any lien created by these covenants; and failure by the 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.

12.04 Severability. Invalidation of any one of these Covenants or Restrictions by judgment or court order shall in no wise affect any other provision which shall remain in full force and effect.

12.05 Headings. The headings contained in this Declaration are for reference purposes only and shall not in any way affect the meaning or interpretation of this Declaration.

12.06 Notices to Member/Owner. Any notice required to be given to any Member or Owner under the provisions of this Declaration shall be deemed to have been properly delivered when deposited in the United States mail, postage prepaid, addressed to the last known address of the person who appears as Member or Owner on the records of the Association at the time of such mailing.

12.07 Notices to Mortgagees. If a holder of a mortgage on a Lot shall notify the Association of its address and the identity of the Lot and Owner covered by and granting such mortgage, then such holder(s) shall be entitled to receive, written notification from the Association of any default by the respective mortgagor/Member/Owner in the performance of such mortgagor's/Member's/Owner's obligation(s) as established by this Declaration.

12.08 Disputes. Matters of dispute or disagreement between Owners with respect to interpretation or application of the provisions of this Declaration or the Association Bylaws, shall be determined by the Board of Directors, whose reasonable determination shall be final and binding upon all Owners.

12.09 Termination of and Responsibility of Declarant. If Declarant shall convey all of its right, title and interest in and to the Property and assign all its rights, benefits and obligations as Declarant hereunder to any partnership, individual or individuals, corporation or corporations, then and in such event Declarant shall be relieved of the performance of

any further duty or obligation hereunder, and such partnership, individual or individuals, corporation or corporations, shall be obligated to perform all such duties and obligations of the Declarant.

IN WITNESS WHEREOF, TORDAL HOLDINGS JOINT VENTURE, a Texas joint venture, being the Declarant herein, has caused this instrument to be executed as of the 9th day of AUG., 1990.

TORDAL HOLDINGS JOINT VENTURE,
a Texas joint venture

By: *B. Freeman*
Name: BRUCE FREEMAN
Title: DIRECTOR

STATE OF TEXAS §
 §
COUNTY OF DALLAS §

BEFORE ME, the undersigned authority, a Notary Public in and for the State of Texas, on this day personally appeared Bruce Freeman, Director of TORDAL HOLDINGS JOINT VENTURE, a Texas joint venture, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed, in the capacity therein stated and as the act and deed of such joint venture.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this 9th day of August, 1990.

Opal Miller
Notary Public, State of Texas
Opal Miller
(Printed or Typed Name of Notary)

My Commission Expires:
June 21, 1994

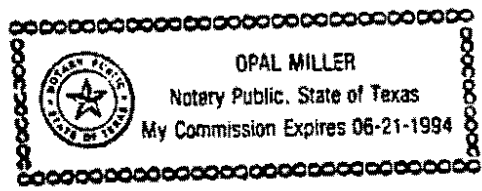


EXHIBIT "A"

FIELD NOTES

WHEREAS, Tordal Holdings, Inc. is the owner of a tract of land situated in the Samuel T. Noblett Survey, Abstract No. 667, City of Plano, Collin County, Texas and also being a portion of a tract of land conveyed to Tordal Holdings, Inc., as recorded in Volume 2956, Page 752 of the Deed Records of Collin County, Texas, and being all of Castlemere Phase I (an additon to the City of Plano) as recorded in Cabinet G, Page 759, Plat Records, Collin County, Texas, and being more particularly described as follows:

BEGINNING at a 1/4-inch re-bar found at the southwest corner of the said 171.2 acre tract;

THENCE N 00° 11' 46" W, along an established fence and tree-line along the west line of the said 171.2 acre tract, a distance of 775.00 feet to a 1-inch re-bar set for corner;

THENCE N 89° 57' 38" E, leaving the west line of said 171.2 acre tract, a distance of 637.12 feet to a 1-inch re-bar set for corner;

THENCE N 87° 05' 53" E, a distance of 20.02 feet to a 1-inch re-bar set for corner;

THENCE N 89° 57' 38" E, a distance of 50.00 feet to a 1-inch re-bar set for corner;

THENCE S 87° 10' 38" E, a distance of 20.02 feet to a 1-inch re-bar set for corner;

THENCE N 89° 57' 38" E, a distance of 415.19 feet to a 1-inch re-bar set for corner;

THENCE S 77° 45' 35" E, a distance of 92.00 feet to the beginning of a non-tangent curve to the left having a central angle of 14° 12' 45", a radius of 1154.00 feet, a tangent of 143.87 feet, and a chord bearing and distance of S 05° 08' 03" W, 285.52 feet;

THENCE, along said curve to the left, an arc length of 286.26 feet to a 1-inch re-bar set at the end of said curve;

THENCE S 89° 53' 02" W, a distance of 61.84 feet to a 1/2-inch re-bar found for corner;

THENCE S 05° 22' 55" E, a distance of 473.05 feet to a 1/2-inch re-bar found for corner in the centerline of a gravel road; said point also being on the south line of said 171.2 acre tract;

THENCE S 89° 57' 38" W, along the centerline of said gravel road and along the south line of said 171.2 acre tract, a distance of 1,186.55 feet to the POINT OF BEGINNING and CONTAINING 21.0537 acres of land, more or less.

EXHIBIT "B"

COMMON PROPERTIES

(1) The masonry and/or decorative metal entry features, together with irrigation systems, trees, shrubs, grass and ground cover, installed or to be installed by Declarant on that portion of Lot 2, Block C and Lot 12, Block A situated within the Sidewalk Easement as shown on the recorded subdivision map or plat of the Properties and/or that portion of the right of way for Yeary Road and/or Bridgeport Drive immediately adjacent to said Sidewalk Easement.

(2) Any improvements and/or landscaping installed or to be installed by Declarant (i) on that portion of Lots 1, 24, 25 and 34, Block A and Lot 5, Block D situated within the ten foot (10') T. U. Electric and Sidewalk Easement as shown on the recorded subdivision map or plat of the Properties, (ii) on that portion of the rights of way for Willow Bend Drive and Yeary Road immediately adjacent to said ten foot (10') T. U. Electric and Sidewalk Easement, (iii) within the median of Willow Bend Drive from the centerline of Yeary Road north to the north property line of the Property, and (iv) on that portion of the Property located within the east right of way of Willow Bend Drive.

100871-470.1 (B/Foxwood.Dec)
TDH 8/6/90

FILED
1990 AUG -9 PM 3:37
CLEAN COURSE COURT
COLLIN COUNTY TEXAS
BY _____ DEPUTY

ANY PROVISION HEREIN WHICH RESTRICTS THE SALE,
RENTAL OR USE OF THE DESCRIBED REAL PROPERTY
BECAUSE OF COLOR OR RACE IS INVALID AND UNEN-
FORCEABLE UNDER FEDERAL LAW.



PARAMOUNT
LAND DEVELOPMENT, INC.

David W. Howell, P.E.
Project Manager

14860 MONTFORT SUITE 105
DALLAS, TEXAS 75240
(214)490-3255 FAX (214)991-4949

STATE OF TEXAS COUNTY OF COLLIN
Filed on the date and time stamped hereon by me and was
duly recorded in the volume and page of the named records
of Collin County, Texas as stamped hereon by me.

AUG 10 1990



Helen Starnes
COUNTY CLERK, Collin County, Texas