

**ARTICLES  
OF  
INCORPORATION**

MAR 17 2006

**ARTICLES OF INCORPORATION  
OF  
DUPLEX OWNERS' ASSOCIATION OF WOODLAND ESTATES, INC.**

**Corporations Section**

I, the undersigned, a natural person of the age of eighteen (18) years or more, acting as the incorporator of a corporation not for profit under the Texas Non-Profit Corporation Act, do hereby adopt the following Articles of Incorporation for such corporation:

1. **Name.** The name of the corporation is **DUPLEX OWNERS' ASSOCIATION OF WOODLAND ESTATES, INC.** (the "Association").

2. **Non-Profit Corporation.** The Association is a not for profit corporation.

3. **Duration.** The period of the Association's duration is perpetual.

4. **Purpose.** The purposes for which the Association is organized are:

(a) to provide for the maintenance, management, preservation, care and control of the Common Maintenance Areas and other portions of the Property, on the terms and conditions provided in the Declaration (hereinafter defined);

(b) to promote the health, safety and welfare of the residents within the Property;

(c) to exercise all of the powers and privileges and to perform all of the duties and obligations of the Association as set forth in the Declaration;

(d) to fix, levy, collect and enforce payment of all charges and assessments as set forth in the Declaration, to pay all expenses in connection therewith and all expenses incident to the conduct of the business of the Association, including all licenses, taxes and governmental charges levied or imposed against the Association or the property of the Association;

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

(f) to borrow money, and mortgage, pledge, or hypothecate any or all of the real or personal property of the Association as security for money borrowed or debts incurred;

(g) to dedicate, sell or transfer all or any part of the Common Areas, if any, owned by the Association, to any public agency, authority, or utility in accordance with the Declaration; and

(h) to have and to exercise any and all powers, rights and privileges which a corporation organized under the Texas Non-Profit Corporation Act may now or hereafter have or exercise.

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.

5. **Registered Agent and Office.** The street address of the initial registered office of the Association is 3500 Maple Avenue, Suite 1165, Dallas, Texas 75219 and the name of the Association's initial registered agent at such address is Jim Tchoukaleff.

6. **Directors.** The number of directors constituting the initial board of directors are three (3). The number of directors may be changed by amendment of the Bylaws of the Association. The name and address of the persons who are to serve as the initial directors are:

<u>NAME OF DIRECTOR</u>	<u>ADDRESS OF DIRECTOR</u>
Jim Tchoukaleff	3500 Maple Avenue, Suite 1165 Dallas, Texas 75219
John Hodge	3500 Maple Avenue, Suite: 1165 Dallas, Texas 75219
William Gietema, Jr.	3500 Maple Avenue, Suite: 1165 Dallas, Texas 75219

7. **Membership and Voting Rights.** Every Owner of a Lot shall automatically be a Member of the Association. Memberships shall be appurtenant to and may not be separated from ownership of any Lot which is subject to the Declaration. Ownership of a Lot shall be the sole qualification for membership in the Association. The Association may (but shall not be required to) issue certificates evidencing membership in the Association. The voting rights of the Members are set forth in the Declaration.

8. **Amendments.** Amendments to these Articles of Incorporation shall be in accordance with the Bylaws of the Association.

9. **Incorporator.** The name and street address of the incorporator is Sherilyn Ellens, 15303 Dallas Parkway, Suite 1050, Addison, Texas 75001.

10. **Capitalized Terms.** The capitalized terms used herein shall have the same meaning as set forth in the Declaration of Covenants, Conditions and Restrictions for Duplexes at Woodland Estates (the "Declaration"), entered into by Arcadia Land Partners 29, Ltd., which shall be recorded in the Real Property Records of Tarrant County, Texas.

**EXECUTED** this the 17<sup>th</sup> day of March, 2006.

  
\_\_\_\_\_  
Sherilyn Ellens, Incorporator

21.  
**CORPORATE CERTIFICATE OF  
DUPLEX OWNERS' ASSOCIATION OF WOODLAND ESTATES, INC.**

FILED  
TARRANT COUNTY TEXAS  
2006 AUG 23 PM 1:16

STATE OF TEXAS

COUNTY OF TARRANT

KNOW ALL PERSONS BY THESE PRESENTS, SUZANNE HENDERSON  
COUNTY CLERK

BY \_\_\_\_\_

The undersigned ("Affiant") is the duly elected and acting Secretary, as indicated below, of the DUPLEX OWNERS= ASSOCIATION OF WOODLAND ESTATES, INC., a Texas non-profit corporation (the "Association"), and is authorized to execute and deliver this Certificate, and Affiant certifies as follows:

1. That the Association was formed for the maintenance, management, preservation, care and control of the common areas and related improvements provided in the residential area of Woodland Estates, a residential subdivision situated in the City of Mansfield, County of Tarrant, State of Texas (the "Property"), such Property described in that certain Declaration of Covenants, Conditions and Restrictions for Duplexes at Woodland Estates (as same may be hereafter amended, the "Declaration") dated as of July 27, 2006, and recorded in Volume \_\_\_\_\_, Page \_\_\_\_\_ in the Real Property Records of Tarrant County, Texas, and the owners of the Property are subject to any rules, regulations and restrictions promulgated by the Association;

Instrument # D200630146

2. That a true, complete and correct copy of the Articles of Incorporation of the Association, filed with the Secretary of State of Texas on March 17, 2006 is attached hereto as Exhibit "A" and incorporated herein by reference for all purposes.

3. That a true, complete and correct copy of the Bylaws of the Association, as of the date hereof, is attached hereto as Exhibit "B" and incorporated herein by reference for all purposes.

4. That pursuant to the Declaration, the Association has the authority to publish and adopt rules, regulations and building guidelines, and any such items that supplement the dedicatory instruments of the Association described above and which are applicable to the Property which shall be made available to any owner or prospective owner or other party contemplating obtaining an interest in any portion of the Property upon request to the Secretary of the Association.

5. That neither the Articles of Incorporation nor the Bylaws of the Association attached hereto have been amended, modified or rescinded as of the date hereof, and any amendments or modifications to any such dedicatory instruments which are effective after the date hereof may be obtained upon request to the Secretary of the Association.

FILED  
TARRANT COUNTY TEXAS  
2006 JUL 28 P 2:24  
SUZANNE HENDERSON  
COUNTY CLERK

IN WITNESS WHEREOF, I have hereunto set my hand as of the 27<sup>th</sup> day of July, 2006.

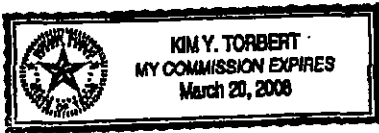
AFFIANT:

*Jim Tchoukaleff*  
Jim Tchoukaleff, Secretary

STATE OF TEXAS

COUNTY OF DALLAS

This instrument was acknowledged before me on the 27<sup>th</sup> day of July, 2006, by JIM TCHOUKALEFF.



*Kim Y. Torbert*  
Notary Public in and for the State of Texas

# **BYLAWS**

**EXHIBIT "B"**

**BYLAWS  
OF  
DUPLEX OWNERS' ASSOCIATION OF  
WOODLAND ESTATES, INC.  
A TEXAS NON-PROFIT CORPORATION**

**ARTICLE I  
NAME AND LOCATION**

The name of the non-profit corporation is **Duplex Owners' Association of Woodland Estates, 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 3500 Maple Avenue, Suite 1165, Dallas, Texas 75219, 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. The Association shall have and continuously maintain in the State of Texas a registered office and a registered agent as required by the Texas Non-Profit Corporation Act. The registered office may be, but need not be, the same as the principal office of the Association. The registered office or the registered agent, or both, may be changed from time to time by the Board of Directors of the Association.

**ARTICLE II  
PURPOSE AND PARTIES**

**Section 2.01. Purpose .** The purpose for which the Association is formed is to provide for the maintenance, management, preservation, care and control of certain common areas and related improvements provided in the residential area of Woodland Estates, a residential subdivision situated in the City of Mansfield, County of Tarrant, State of Texas (the "Property"), which Property is described in that certain Declaration of Covenants, Conditions and Restrictions for Duplexes at Woodland Estates, Inc. (as same may be hereafter amended, the "Declaration") dated \_\_\_\_\_, 2006, and recorded in the Real Property Records of Tarrant 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 Property 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 the acceptance, approval, ratification, and agreement to comply with these Bylaws.

**ARTICLE III  
MEMBERSHIP AND VOTING RIGHTS**

**Section 3.01. 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 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 Property. Ownership of any portion of the Property shall be the sole qualification for being a Member; provided, however, a Member's voting rights, as herein described, or privileges in the Common Areas, 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 Areas 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 mineral interest on the Property. In addition, any person or entity that holds an interest in and to all or any part of the Property merely as security for the performance of an obligation shall not be a Member.

**Section 3.02. Transfer .** Membership may not be severed from the Property 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 Property 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 Property. Any attempt to make a prohibited severance, transfer, pledge, mortgage or alienation shall be void and of no 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 Property 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 3.03. Classes of Voting Membership and Voting Rights .** The Association shall have two (2) classes of voting membership:

**Class A.** Class A Members shall be all Members with the exception of the Declarant. Class A Members shall be entitled to one vote for each Lot in which they hold the interest required for membership. When more than one person holds such interest or interests in any Lot, even though all such persons shall be Members, there shall be only one (1) vote for such Lot, which shall be exercised by a majority in interest (and not in number) of such persons, but in no event shall more than one vote be cast with respect to any such Lot.

**Class B.** The Class B Member shall be the Declarant. The Class B Member shall be entitled to ten (10) votes for each Lot in which Declarant holds the interest required for membership. However, the Class B Membership shall cease and terminate on the conveyance by Declarant of the last Lot owned by

Declarant.

**Section 3.04. 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 by majority in interest (and not in number) of such persons, but in no event shall more than one (1) vote be cast with respect to any such Lot. The owners of such Lot 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 the majority in interest of the 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 the majority in interest of such multiple Owners and delivered to the Association.

**Section 3.05. Suspension of Voting Rights .** The voting rights of any Member will 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 will 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 3.06. Quorum, Notice and Voting Requirements .**

(a) Subject to the provisions of Paragraph (d) of this Section, and further subject in all events to the greater percentage of approval required with respect to annual or special assessments as may be provided in the Declaration, any action taken at a meeting of the Members shall require the assent of more than 50% of all of the votes of the Association's Members who are voting in person or by proxy, regardless of class, at a duly called meeting.

(b) The first time a meeting is called, whether regular or special, the presence at the meeting of Members, or of proxies, entitled to cast twenty-five percent (25%) of all of the votes of the Association's Members, without regards to class, shall constitute a quorum. If the required quorum is not present or represented at the meeting, one (1) 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 (½) 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 the Members entitled to cast the majority of all of the votes of the Association's Members, subject in all events to the greater percentage of approval required with respect to annual or special assessments as may be provided in the Declaration.

(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 3.07. Annual Meeting .** The first annual meeting of the Members shall be held within one (1) year after the date of incorporation of the Association. The date, time, and place of all subsequent annual meetings shall be determined by the Board. The Board shall give written notice of the place of holding of the meeting to all Members.

**Section 3.08. Special Meetings .** Special meetings of the Members may be called at any time by the Declarant, by the President, by the Board, 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 3.09. 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 3.10. 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 IV  
BOARD OF DIRECTORS; SELECTION; TERM OF OFFICE**

**Section 4.01. Number .** The affairs of this Association shall be managed by a Board of at least three (3) directors (herein, the "Board"). Until such time as title to seventy-five percent (75%) of the Lots in the Property have been transferred to Class A Members, two (2) of the three (3) members of the Board shall be Class B Members or representatives of Class B Members. The number of directors may be changed by amendment of these Bylaws; provided, however the ratio of Class B Members on the Board shall remain consistent with this Section. The members of the initial Board or their successors, shall serve until the first annual meeting of the Members.

**Section 4.02. Term of Office .** Directors shall be elected according to the following procedures:

(a) At the first meeting, and each successive meeting until such time as 75% of the Lots have been transferred to Class A members, the Members voting, regardless of class shall elect one (1) director to serve until the earlier of (i) one (1) year, or (ii) at such time as replacement directors are elected pursuant to Section 4.02 (b).

(b) Within ninety (90) days after title to 75% of the Lots have been transferred to Class A Members, 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 directors elected pursuant to Section 4.02(a) and the two directors elected at the first meeting under this Section 4.02(b) to serve for a term of one year, all directors shall serve for a term of two (2) years.

**Section 4.03. Removal .** Notwithstanding the provisions of Section 4.01 above, the entire Board may be removed from office, with or without cause, by a vote of Members holding a majority of the votes, 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, regardless of class.

**Section 4.04. 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. 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 4.05. 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 4.05.

**Section 4.06. 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 4.07. 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 conference, telephone or other similar communications equipment by means of which all participants in the meeting can hear each other.

## **ARTICLE V NOMINATION AND ELECTION OF DIRECTORS**

**Section 5.01. Election of Board .** The initial Board 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 VI MEETINGS OF DIRECTORS**

**Section 6.01. Regular Meetings .** Regular meetings of the Board shall be held 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, telephone, telegraph or facsimile communication equipment 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. Participation by a director in a meeting by telephone or similar communication equipment shall constitute waiver of notice and attendance in person at such meeting.

**Section 6.02. Special Meetings .** Special meetings of the Board shall be held when called by written notice signed by the President 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, telephone, telegraph or facsimile communication equipment 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. Participation by a director in a meeting by telephone or similar communication equipment shall constitute waiver of notice and attendance in person at such meeting.

**Section 6.03. 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 6.04. 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 6.05. 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 6.06. 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 has been obtained.

## **ARTICLE VII GENERAL POWERS AND DUTIES OF THE BOARD OF DIRECTORS**

**Section 7.01. 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 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 Areas 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 Areas 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 Areas, 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 Areas, 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 Areas to serve the Property 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 Areas;

(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 Areas 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 the terms 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 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;

(q) 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;

(r) 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.

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

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

(u) Generally, to have the powers necessary or incidental to the operation and management of the Association and the Common Areas, if any, owned or managed by the Association.

**Section 7.02. Contracts Terminable .** Prior to the date that the Class B Membership converts to Class A Membership, the Board shall not enter into any contracts or agreements unless such contracts or agreements are terminable by the Board upon ninety (90) days prior written notice or less.

**ARTICLE VIII  
OFFICERS AND THEIR DUTIES**

**Section 8.01. 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 Secretary, who may or may not be a member of the Board;
- (c) A Treasurer, who may or may not be a member of the Board; and
- (d) Such other officers, who may or may not be members of the Board, as the Board may from time to time by resolution create.

**Section 8.02. Multiple Offices .** The offices of President and Secretary may not be held by the same person.

**Section 8.03. 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 8.04. 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 8.05. 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 8.06. 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 8.07. 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 8.08. 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. If such office is established and filled by the Board, 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, and execute such documents or instruments, as may be required, authorized or approved 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, and execute such documents or instruments, as may be required, authorized or approved 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 or approved by the Board.

## ARTICLE IX CONTRACTS, CHECKS, FUNDS AND GIFTS

**Section 9.01. Contracts and Documents.** The Board of Directors may authorize any Officer or Officers of the Association, or other entities designated by the Board, in addition to the Officers so authorized by these Bylaws, to enter into any contract or execute and deliver any instrument or other document in the name of and on behalf of the Association. The authority may be general or confined to specific instances.

**Section 9.02. Checks and Drafts.** All checks, drafts or orders for the payment of money, notes or other evidences of indebtedness issued in the name of the Association shall be signed by the Officer or Officers of the Association, or other entities designated by the Board, and in the manner as shall from time to time be determined by resolution of the Board of Directors.

**Section 9.03. Funds.** All funds of the Association shall be deposited from time to time to the credit of the Association in the banks or other depositories as the Board of Directors may select.

**Section 9.04. Gifts.** The Board of Directors may accept on behalf of the Association any contribution, gift, bequest or devise for the general purpose or for any special purpose of the Association.

## **ARTICLE X CORPORATE SEAL**

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

## **ARTICLE XI BOOKS AND RECORDS**

**Section 11.01. 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 may designate.

**Section 11.02. 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 11.03. 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 XII ASSESSMENTS**

The provisions of Article Three 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 XIII INDEMNIFICATION

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

### Section 13.01. 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 1396-2.22A 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.

**Section 13.02. 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 XIV 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 B Membership shall have ceased, the Association shall not amend these Bylaws or the Articles of Incorporation without the prior written approval of the Class B Member.

#### **ARTICLE XV MISCELLANEOUS**

**Section 15.01. 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 15.02. 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 Duplex Owners' Association of Woodland Estates, 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 \_\_\_\_\_, 2006, 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 (though not necessarily on) \_\_\_\_\_, 2006.

  
\_\_\_\_\_  
Jim Tchoukaleff, Secretary

21.  
**CORPORATE CERTIFICATE OF  
DUPLEX OWNERS' ASSOCIATION OF WOODLAND ESTATES, INC.**

FILED  
TARRANT COUNTY TEXAS  
2006 AUG 23 PM 1:16

STATE OF TEXAS

COUNTY OF TARRANT

KNOW ALL PERSONS BY THESE PRESENTS, SUZANNE HENDERSON  
COUNTY CLERK

BY \_\_\_\_\_

The undersigned ("Affiant") is the duly elected and acting Secretary, as indicated below, of the DUPLEX OWNERS= ASSOCIATION OF WOODLAND ESTATES, INC., a Texas non-profit corporation (the "Association"), and is authorized to execute and deliver this Certificate, and Affiant certifies as follows:

1. That the Association was formed for the maintenance, management, preservation, care and control of the common areas and related improvements provided in the residential area of Woodland Estates, a residential subdivision situated in the City of Mansfield, County of Tarrant, State of Texas (the "Property"), such Property described in that certain Declaration of Covenants, Conditions and Restrictions for Duplexes at Woodland Estates (as same may be hereafter amended, the "Declaration") dated as of July 27, 2006, and recorded in Volume \_\_\_\_\_, Page \_\_\_\_\_ in the Real Property Records of Tarrant County, Texas, and the owners of the Property are subject to any rules, regulations and restrictions promulgated by the Association;

Instrument # D200630946

2. That a true, complete and correct copy of the Articles of Incorporation of the Association, filed with the Secretary of State of Texas on March 17, 2006 is attached hereto as Exhibit "A" and incorporated herein by reference for all purposes.

3. That a true, complete and correct copy of the Bylaws of the Association, as of the date hereof, is attached hereto as Exhibit "B" and incorporated herein by reference for all purposes.

4. That pursuant to the Declaration, the Association has the authority to publish and adopt rules, regulations and building guidelines, and any such items that supplement the dedicatory instruments of the Association described above and which are applicable to the Property which shall be made available to any owner or prospective owner or other party contemplating obtaining an interest in any portion of the Property upon request to the Secretary of the Association.

5. That neither the Articles of Incorporation nor the Bylaws of the Association attached hereto have been amended, modified or rescinded as of the date hereof, and any amendments or modifications to any such dedicatory instruments which are effective after the date hereof may be obtained upon request to the Secretary of the Association.

FILED  
TARRANT COUNTY TEXAS  
2006 JUL 28 P 2:24  
SUZANNE HENDERSON  
COUNTY CLERK



IN WITNESS WHEREOF, I have hereunto set my hand as of the 27<sup>th</sup> day of July, 2006.

AFFIANT:

*Jim Tchoukaleff*  
Jim Tchoukaleff, Secretary

STATE OF TEXAS

COUNTY OF DALLAS

This instrument was acknowledged before me on the 27<sup>th</sup> day of July, 2006, by JIM TCHOUKALEFF.



*Kim Y. Torbert*  
Notary Public in and for the State of Texas

**SECOND AMENDMENT TO CORPORATE CERTIFICATE  
FOR  
DUPLEX OWNERS' ASSOCIATION OF WOODLAND ESTATES, INC.  
[First Amendment to Bylaws]**

STATE OF TEXAS                   §  
  §           **KNOW ALL MEN BY THESE PRESENTS:**  
COUNTY OF TARRANT         §

**THIS SECOND AMENDMENT TO CORPORATE CERTIFICATE FOR DUPLEX OWNERS' ASSOCIATION OF WOODLAND ESTATES, INC.** (this "Second Amendment") is made this 24<sup>th</sup> of MARCH, ~~2014~~, <sup>2015</sup> by Duplex Owners' Association of Woodland Estates, Inc. (the "Association").

**WITNESSETH:**

**WHEREAS**, Arcadia Land Partners 29, Ltd., a Texas limited partnership (the "Declarant"), prepared and recorded an instrument entitled "Declaration of Covenants, Conditions and Restrictions for Duplexes at Woodland Estates", filed of record on or about July 28, 2006, under Instrument Number D206230946 of the Real Property Records of Tarrant County, Texas (the "Declaration"), as amended from time to time; and

**WHEREAS**, the Association is the property owners' association created by the Declarant to manage or regulate the planned development subject to the Declaration, which development is more particularly described in the Declaration; and

**WHEREAS**, Section 202.006 of the Texas Property Code provides that a property owners' association must file each dedicatory instrument governing the association that has not been previously recorded in the real property records of the county in which the planned development is located; and

**WHEREAS**, on or about the 23<sup>rd</sup> day of August, 2006, the Association re-filed a Corporate Certificate of Duplex Owners' Association of Woodland Estates, Inc. as Instrument No. D206262720 of the Real Property Records of Tarrant County, Texas (the "Notice"); and

**WHEREAS**, on or about May 30, 2013, the Association filed a First Amendment to Corporate Certificate for Duplex Owners' Association of Woodland Estates, Inc. as Instrument No. D213135743 of the Real Property Records of Tarrant County, Texas (the "First Amendment"); and

**WHEREAS**, the Association desires to amend the Bylaws of Duplex Owners' Association of Woodland Estates, Inc. attached as Exhibit "B" to the Notice by recording the First Amendment to the Bylaws of Duplex owners' Association of Woodland Estates attached hereto as Exhibit "A", pursuant to and in accordance with Section 202.006 of the Texas Property Code.



**EXHIBIT "A"**

**First Amendment to Bylaws of Duplex Owners' Association of Woodland Estates, Inc.**

**FIRST AMENDMENT TO THE  
BYLAWS OF  
DUPLEX OWNERS' ASSOCIATION OF WOODLAND ESTATES, INC.  
[To Reduce Quorum for Election of Directors]**

STATE OF TEXAS           §  
  §           **KNOW ALL MEN BY THESE PRESENTS:**  
COUNTY OF TARRANT §

This **FIRST AMENDMENT TO THE BYLAWS OF DUPLEX OWNERS' ASSOCIATION OF WOODLAND ESTATES, INC.** (this "First Amendment") is adopted by the Board of Directors of Duplex Owners' Association of Woodland Estates, Inc., a Texas non-profit corporation (the "Association") as of the 24<sup>th</sup> day of MARCH, 2014.  
*2015 BJ*

**WITNESSETH:**

**WHEREAS**, Arcadia Land Partners 29, Ltd. ("Declarant") prepared and recorded an instrument entitled "Declaration of Covenants, Conditions and Restriction for Duplexes at Woodland Estates" on or about July 28, 2006, as Document No. 206230946 of the Real Property Records of Tarrant County, Texas, as amended and supplemented from time to time (the "Declaration"); and

**WHEREAS**, the Bylaws of Duplex Owners' Association of Woodland Estates, Inc. were adopted by the Association and recorded on or about August 23, 2006, as Document No. D206262720 of the Real Property Records, Tarrant County, Texas (the "Bylaws"); and

**WHEREAS**, Section 209.00593 of the Texas Property Code provides that notwithstanding any provision in a dedicatory instrument, any board member whose term has expired must be elected by owners who are members of the property owners association and that the board of a property owners' association may amend the bylaws of the association to provide for elections to be held as required by Section 209.00593(a) of the Texas Property Code; and

**WHEREAS**, pursuant to Section 209.00593 of the Texas Property Code, the Board of Directors of the Association has approved of the following amendment to the Bylaws.

**NOW, THEREFORE**, the Bylaws are amended as follows:

1. *Amend Article III, Section 3.06 of the Bylaws by adding following new subparagraph (f) thereto:*

(f) Election of Directors. Notwithstanding any provision contained in the Declaration, the Articles of Incorporation or these Bylaws to the contrary, in order to comply with Section 209.00593 of the Texas Property Code, which is entitled "Election of Board Members," if the quorum requirements set out in subparagraph (b) above are not attained for the annual meeting of the members, the



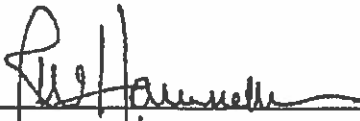
following reduced quorum and procedures will be implemented to provide for the election of directors:

The Secretary will announce that the required quorum of Members was not obtained for the annual meeting of the Members. Immediately after the announcement, and at the same meeting, the quorum for election of the Board of Directors is reduced to Members representing ten percent (10%) or greater of the total eligible votes in the Association. If the 10% quorum is achieved, no business may be conducted other than voting on the election of the Board of Directors. If a 10% quorum for election of directors is not achieved, the Board may adjourn the meeting in order to reconvene at a later date in order to elect directors. The reconvened election meeting must be held within ninety (90) days of the date of the annual meeting. At the reconvened meeting, the Members present, in person or by other legal means, will constitute a quorum for the sole purpose of conducting a meeting to elect directors. Except for voting on electing directors, no other business may be conducted at this reconvened election meeting.

2. Except as modified herein, the Bylaws, as amended, shall remain in full force and effect.

IN WITNESS WHEREOF, the undersigned have caused this instrument to be executed on the 24 day of ~~October~~<sup>November</sup>, 2014.  
2015

DUPLEX OWNERS' ASSOCIATION OF WOODLAND ESTATES, INC.

By:   
Printed Name: R.W. Hansen  
Title: Board of Directors, President

STATE OF TEXAS       §  
                                  §  
COUNTY OF TARRANT   §

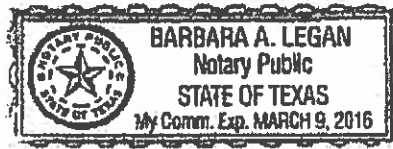
BEFORE ME, the undersigned authority, a Notary Public in and for said county and state, on this day personally appeared Ken Hamman, President of Duplex Owners' Association of Woodland Estates, Inc., a Texas non-profit corporation, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that (s)he executed the same for the purposes and consideration therein expressed, in the capacity therein stated and as the act and deed of said corporation.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 21st day of March, 2014.  
2015  
Feb.

Barbara A. Legan  
Notary Public in and for the State of Texas

My Commission Expires: March 9, 2016

g/bylaws.amd/first-DuplexOwnersofWoodlandEstates(quorum)



**COVENANTS, CONDITIONS  
&  
RESTRICTIONS**



**DECLARATION OF COVENANTS, CONDITIONS AND  
RESTRICTIONS FOR DUPLEXES AT WOODLAND ESTATES**

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

THIS DECLARATION (this "Declaration") is made by ARCADIA LAND PARTNERS 29, LTD., a Texas limited partnership (hereinafter referred to as the "Declarant") as of the date set forth below.

**WITNESSETH:**

A. The Declarant is the owner of that certain tract of real property located in Mansfield, Tarrant County, Texas, as more particularly described in Exhibit "A" attached hereto and made a part hereof (hereinafter referred to as the "Property").

B. The Declarant desires to enter into this Declaration to provide for the efficient preservation of the values and amenities of the Property and for the maintenance of open spaces and other common facilities. To this end, the Declarant desires to impose upon the Property the covenants, conditions, restrictions, easements, charges and liens contained in this Declaration and to create a non-profit corporation to which will be delegated and assigned the powers of maintaining and administering the Common Areas (hereinafter defined) and facilities in accordance with the terms of this Declaration.

C. The Declarant has caused or will cause to be incorporated under the Non-Profit Corporation Act of the State of Texas (the "Act") a non-profit corporation known as Duplex Owners' Association of Woodland Estates (the "Association").

NOW THEREFORE, the Declarant, for and in consideration of, and expressly for the benefit of, and to bind, its successors in interest, does hereby agree and declare that the Property, including any additions thereto as may hereafter be made, shall be held, transferred, sold, conveyed and occupied subject to the covenants, conditions, restrictions, easements, charges and liens hereinafter set forth which shall run with the land and shall be binding upon all parties having any right, title, or interest in or to the Property, or any part thereof, and their heirs, successors, representatives and assigns. The covenants, conditions, restrictions, easements, charges and liens hereinafter set forth are covenants running with the Property at law as well as in equity.

BY  
\_\_\_\_\_  
SUZANNE HENDERSON  
COUNTY CLERK  
FILED  
TARRANT COUNTY TEXAS  
2008 JUL 28 P 2:21

## **ARTICLE ONE**

### **DEFINITIONS**

Section 1.1 "Architectural Review Committee" or "ARC" shall mean an architectural review committee as further described in Section 5.2 hereof.

Section 1.2 "ARC Standards" shall mean the standards adopted by the ARC regarding architectural and related matters including without limitation, architectural design, placement of improvements, landscaping, color schemes, exterior finishes and materials and similar features which may be required for use within the Property.

Section 1.3 "Association" shall mean and refer to the Duplex Owners' Association of Woodland Estates, a Texas not-for-profit corporation established for the purpose set forth herein, its successors and assigns.

Section 1.4 "Board" shall mean and refer to the Board of Directors of the Association.

Section 1.5 "City" shall mean and refer to the City of Mansfield, Texas.

Section 1.6 "Common Areas" shall mean and refer to that portion of the Property, if any, conveyed by the Declarant to the Association for the use and benefit of the Owners.

Section 1.7 "Common Maintenance Areas" shall mean and refer to the Common Areas, if any, and the entrance monuments, drainage facilities, detention ponds, rights-of-way, fencing, landscaping, and such other areas lying within dedicated public easements or rights-of-way as deemed appropriate by the Board for the preservation, protection and enhancement of the property values and the general health, safety and welfare of the Owners.

Section 1.8 "County" shall mean Tarrant County, Texas.

Section 1.9 "Declarant" shall mean and refer to Arcadia Land Partners 29, Ltd., and its successors and assigns, who are designated as such in writing by the Declarant, and who consent in writing to assume the duties and obligations of the Declarant as specified herein.

Section 1.10 "Declaration" shall mean and refer to this Declaration of Covenants, Conditions and Restrictions for Duplexes at Woodland Estates, and any amendments, annexations and supplements thereof made in accordance with its terms.

Section 1.11 "Duplex" shall mean a residential dwelling structure located on two adjoining Lots that is joined together by a common wall located along the dividing line between such adjoining Lots.

Section 1.12 "Dwelling" or "Residence" shall mean and refer to any residential unit,

situated upon any Lot, including the parking garage utilized in connection therewith and the Lot upon which the Dwelling or Residence is located. There shall be two Dwellings in each Duplex. The ownership of each Dwelling shall include, and there shall pass with each Dwelling as an appurtenance thereto, whether or not separately described, all of the right, title, and interest of an Owner in the Common Areas, which shall include, without limitation, membership in the Association. Each Dwelling shall for all purposes constitute real property which may be owned in fee simple and which may be conveyed, transferred, or encumbered in the same manner as any other real property. Each Owner shall be entitled to the exclusive ownership and possession of his or her Dwelling, subject to this Declaration. All air conditioning apparatus serving only one Dwelling shall be a part of the Dwelling so served. Each Owner shall have the right to lateral and subjacent support for his or her Dwelling, and such right shall pass with the Dwelling.

Section 1.13 "Lienholder" or "Mortgagee" shall mean the holder of a mortgage lien, either on any Dwelling and/or any Lot.

Section 1.14 "Lot" shall mean and refer to any plot of land indicated upon any recorded subdivision map of the Property or any part thereof creating single-family duplex homesites, with the exception of the Common Areas and areas deeded to a governmental authority or utility, together with all improvements thereon.

Section 1.15 "Maintenance Fund" shall mean and refer to the fund described in Section 3.2 hereof.

Section 1.16 "Member" shall mean and refer to every person or entity who holds membership in the Association. The Declarant and each Owner shall be a Member in the Association.

Section 1.17 "Owner" shall mean and refer to the record owner, other than the Declarant, whether one (1) or more persons or entities (including contract sellers), of the fee simple title to any Lot on which there is or will be built a Dwelling to be part of a Duplex, but not including those having an interest merely as security for the performance of an obligation. However, the term "Owner" shall include any lienholder or mortgagee who acquires fee simple title to any Lot which is part of the Property, through deed in lieu of foreclosure or through judicial or nonjudicial foreclosure.

Section 1.18 "Plat" shall mean and refer to the final plat of Woodland Estates, recorded in the Real Property Records of the County.

Section 1.19 "Property," "Premises," or "Development" shall mean and refer to the tracts of real property described in Exhibit "A".

## ARTICLE TWO

### THE ASSOCIATION

Section 2.1 The Association – Duties and Powers. The Association is a Texas nonprofit corporation charged with the duties and invested with the powers described by law and set forth in Articles of Incorporation of the Association (the “Articles of Incorporation”), Bylaws and this Declaration. The Association shall continue to exist until the Association is dissolved, regardless if the corporate status expires or lapses. The Association shall have such rights, duties and powers as set forth herein and in the Articles of Incorporation and the Bylaws.

(a) Voting Rights. The Association shall have two (2) classes of voting membership to be designated, respectively, Class A and Class B.

(i) Class A. The Class A Members shall be all Lot Owners, and each Class A Member shall be entitled to one (1) vote for each Lot owned. When more than one person owns an interest in any Lot, all such persons shall be Members of the Association, but the vote for such Lot shall be exercised as the owners of the particular lot shall among themselves determine. In no event shall more than one (1) vote be cast with respect to any Lot.

(ii) Class B. The Class B Member shall be the Declarant which shall be entitled to ten (10) votes for each Lot that it owns. The Class B Membership shall cease and terminate on the conveyance by Declarant of the last Lot owned by Declarant.

Section 2.2 Board of Directors. The affairs of the Association shall be conducted by the Board of Directors and such officers as the Board of Directors may elect or appoint, in accordance with the Articles of Incorporation and the Bylaws. The Board of Directors shall have the powers granted in this Declaration, the Articles of Incorporation and the Bylaws, all powers provided by Texas Law and all powers reasonably implied to perform its obligations and/or duties provided herein.

Section 2.3 Limitation of Liability. The liability of an officer, director or committee member of the Association shall be limited as provided in the Articles of Incorporation.

Section 2.4 Indemnification. Subject to the limitations and requirements of the Texas Nonprofit Corporation Act, as amended, and the Bylaws, the Association shall indemnify every officer, director and committee member (including, without limitation, the member(s) of the ARC against all damages and expenses, including, without limitation, attorneys’ fees reasonably incurred in connection with any threatened, initiated or filed action, suit or other proceeding (including settlement of any suit or proceeding, if approved by the then Board of Directors) to which he or she may be a party by reason of being or having been an officer, director or committee member, except that such obligation to indemnify shall be limited as provided under the Articles of Incorporation. Additionally, subject to the limitations and requirements of the Texas Nonprofit Corporation Act, as amended, and of the Bylaws, the Association may

voluntarily indemnify a person who is or was an employee, trustee, agent or attorney of the Association, against any liability asserted against such person in that capacity and arising out of that capacity. THIS INDEMNIFICATION INCLUDES AN INDEMNIFICATION FOR A PARTY'S NEGLIGENCE BUT NOT GROSS NEGLIGENCE.

**Section 2.5 Limitations on Litigation.** No judicial or administrative proceeding shall be commenced or prosecuted by the Association unless there is greater than a 50% vote of the Members (all classes counted together) approving such action. This Section 2.5 shall not apply, however, to (a) actions brought by the Association to enforce the provisions of this Declaration (including, without limitation, the foreclosure of liens); (b) the imposition and collection of assessments as provided herein; (c) proceedings involving challenges to ad valorem taxation; (d) counterclaims brought by the Association in proceedings instituted against it; or (e) actions to enforce written contracts between the Association and a third party. Except as authorized by said vote, the Board shall not be liable for failing or refusing to commence litigation.

**Section 2.6 Insurance.**

(a) **Required Coverages.** The Association, acting through its Board of Directors or its duly authorized agent, shall obtain and continue in effect, at a minimum the following insurance coverage, if reasonably available or, if not, the most nearly equivalent coverages as are reasonably available:

(i) **Property Insurance.** Blanket property insurance covering loss or damage on a "special form" basis (or comparable coverage by whatever name denominated) for all insurable improvements on the Common Areas and within the Common Maintenance Areas to the extent that the Association has assumed responsibility in the event of a casualty, regardless of ownership, and for all Duplexes. All property insurance policies obtained by the Association shall have policy limits and/or endorsement related thereto sufficient to cover the full replacement cost of the insured improvements and shall cover loss or damage by fire or other hazards, including extended coverage, vandalism and malicious mischief. The Association shall obtain endorsements to the property insurance policy to the extent the Board determines that particular endorsements may include, without limitation: (i) a Replacement Cost Endorsement with an Agreed Amount Endorsement; (ii) a waiver of the insurer's right to repair and reconstruct instead of paying cash, if reasonably available; (iii) an Inflation Guard Endorsement; (iv) a Building Ordinance or Law Endorsement; and (v) a Steam Boiler and Machinery Coverage Endorsement.

(ii) **General Liability Insurance.** Commercial general liability insurance on the Common Maintenance Areas, insuring the Association and its Members for damage or injury caused by the negligence of the Association or any of its Members, employees, agents or contractors while acting on the Association's behalf. Such coverage (including primary and any umbrella coverage) shall have a limit of at least \$2,000,000.00 per occurrence with respect

to bodily injury, personal injury and property damage. The Board of Directors may obtain a higher policy coverage if the Board of Directors determines that such additional coverage is available.

(iii) Directors and Officers Liability Insurance. Directors and officers liability insurance in such liability limits as the Board shall determine is reasonable.

(b) Additional Insurance. The Board of Directors may obtain additional insurance as the Board of Directors determines advisable, including, without limitation, the insurance set forth below. In determining whether to obtain additional insurance and/or endorsements thereto that are discretionary, the Board of Directors shall use its own business judgment to determine if such insurance and/or endorsement is advisable based on the cost and availability of the insurance and/or the endorsement compared to the risks associated therewith.

(i) Fidelity Insurance. Fidelity insurance covering all parties responsible for handling Association funds in an amount determined by the Board of Directors. If fidelity insurance is obtained, the policy should contain, if reasonably available, a waiver of all defenses based upon the exclusion of persons serving without compensation.

(ii) Flood Insurance. Flood insurance covering any improvements located on the Common areas to the extent that the Board of Directors determines that the improvements have significant enough value and the risks related thereto justify the cost of such insurance.

(iii) Workers Compensation Insurance. Workers compensation insurance and employers liability insurance.

(c) Policy Requirements. All insurance coverage obtain by the Association shall: (i) be written in the name of the Association and shall provide for a certificate of insurance to be furnished to the Association and to each Owner and their Mortgagee; (ii) contain a reasonable deductible; (iii) contain an endorsement requiring at least 30 days' prior written notice to the Association of any cancellation of insurance; (iv) contain a provision or endorsement excluding Owners' individual policies form consideration under any other insurance clause, if reasonably available; and (v) contain a waiver of subrogation as to any claims against the Board of Directors and the Association's officers, employees and manager, and the Owners and their tenants, servants, agents and guests, if reasonably available.

(d) Review of Policies. The Board shall annually review the types and amounts of insurance coverage for sufficiency.

(e) Compliance with Federal Agencies and Secondary Mortgage Market

**Requirements.** In addition to the foregoing insurance in Section 2.6 the Board of Directors may obtain such insurance coverage that the Board of Directors determines desirable to satisfy any applicable insurance requirements of any federal agency or secondary mortgage market entity, including, without limitation, the Federal Home Loan Mortgage Corporation ("FHLMC"), the Federal National Mortgage Association ("FNMA"), the U.S. Department of Veterans Affairs ("VA"), and the U.S. Department of Housing and Urban Development ("HUD"), to the extent applicable.

(f) Each Owner should obtain insurance to cover the contents of its respective Dwelling and insurance to cover general liability within its respective Dwelling in amounts determined by the Association.

**Section 2.7 Contracts; Management and Maintenance.** The Association shall have the right to contract with any person or entity for the performance of various duties and functions. This right shall include, without limitation, the right to enter into management, operational or other agreements with other persons or entities; provided, any such agreement shall require approval of the Board of Directors. The Board of Directors may employ for the Association a management agent or agents, at such compensation as the Board of Directors may establish, to perform such duties and services as the Board of Directors shall authorize. The Board of Directors may delegate such powers as are necessary to perform the manager's assigned duties but shall not delegate policymaking authority. The Association may enter into contracts with Declarant or affiliate of Declarant provided that such contracts are on market terms.

**Section 2.8 Books and Records.** The books and records of the Association shall be made available to the Members for inspection as provided in the Bylaws. In addition, Members may obtain copies, at a reasonable cost, of the books and records of the Association as provided in the Bylaws.

**Section 2.9 Dissolution of Association; Conveyance of Assets.** If the Association is dissolved other than incident to a merger or consolidation, the assets both real and personal of the Association shall be conveyed as provided in the Articles of Incorporation.

**Section 2.10 Enforcement.** The Board of Directors may impose sanctions for violation of this Declaration (including any rules, guidelines or standards adopted pursuant to the Declaration) in accordance with the applicable procedures set forth in the Bylaws. The Bylaws do not provide for an absolute right under all circumstances to notice and/or hearing either prior to or after the imposition of sanctions. Such sanctions may include all remedies available at law and/or in equity and all remedies herein, including, without limitation, the following:

(a) **Fines.** The Board of Directors may impose reasonable monetary fines, which shall constitute a lien on the Lot, upon the Owner of the Lot related to or connected with the alleged violation. The Owner shall be liable for the actions of any occupant, guest or invitee of the Owner of such Lot.

(b) **Suspension of Voting Rights.** The Board of Directors may suspend an

Owner's right to vote.

(c) Suspension of Rights to Use Common Area. The Board of Directors may suspend any person's or entity's right to use any recreational facilities within the Common Areas; provided, however, nothing herein shall authorize the Board of Directors to limit ingress or egress to or from a Lot.

(d) Right to Self-Help. The Board of Directors may exercise self-help or take action to enter upon the Lot to abate any violation of this Declaration.

(e) Right to Require Removal. The Board of Directors may require an Owner, at the Owner's expense, to remove any structure or improvement on such Owner's Lot in violation of this Declaration and to restore the Lot to its previous condition and, upon failure of the Owner to do so, the Board of Directors or its designee shall have the right to enter the Lot, remove the violation, and restore the property to substantially the same condition as previously existed, without such action being deemed a trespass.

(f) Levy Specific Assessment. The Board of Directors may levy a specific assessment to cover costs incurred by the Association in bringing a Lot into compliance with this Declaration.

(g) Lawsuit, Injunction or Damages. The Board of Directors has the right, but not the obligation, to bring a suit at law or in equity to enjoin any violation or to recover monetary damages, or both.

(h) Perform Maintenance. In addition to any other enforcement rights, if an Owner fails to perform properly such Owner's maintenance responsibility with respect to a Lot and/or Dwelling, the Association may record a notice of violation in the public records of the County and/or enter the Lot and perform such maintenance responsibilities and assess all costs incurred by the Association against the Lot and the Owner as a specific assessment.

The decision to pursue enforcement action, including the commencement of legal proceedings, in any particular case shall be left to the Board of Directors' sole and absolute discretion, except that the Board of Directors shall not be arbitrary or capricious in taking enforcement action. Without limiting the generality of the foregoing sentence, the Board of Directors may determine that, under the circumstances of a particular case, (i) the Association's position is not strong enough to justify taking any or further action; or (ii) the covenant, restriction or rule being enforced is, or is likely to be construed as, inconsistent with applicable law, or (iii) although a technical violation may exist or may have occurred, it is not such a material nature as to be objectionable to a reasonable person or to justify expending the Association's resources; or (iv) it is not in the Association's best interests, based upon hardship, expense or other reasonable criteria, to pursue enforcement action. Such a decision shall not be construed a waiver of the right



of the Association to enforce such provision at a later time under other circumstances or preclude the Association from enforcing any other covenant, restriction or rule.

### ARTICLE THREE

#### ASSESSMENTS

**Section 3.1 Creation of the Lien and Personal Obligation of Assessments.** The Declarant, for each Lot on the Property, and each Owner by acceptance of a deed to a Lot, is deemed to covenant and agree to pay to the Association the following: (A) annual assessments or charges, and (B) special assessments, both of such assessments to be established and collected as hereinafter provided. The annual and special assessments, together with interest, costs and reasonable attorney's fees, shall be a charge on each Lot and shall be a continuing lien upon the Lot against which each such assessment is made. Each such assessment, together with interest, costs and reasonable attorney's fees, shall also be the personal obligation of the person who was the Owner of such Lot at the time when the assessment came due. The personal obligation for delinquent assessments shall pass to an Owner's successors in title.

**Section 3.2 Annual Assessment.** Each Lot is hereby subjected to an annual maintenance charge and assessment in an amount to be determined by the Board for the purpose of creating a fund to be designated and known as the "Maintenance Fund," which maintenance charge and assessment will be paid by the Owner or Owners of each Lot to the Association annually in advance. The first annual assessment shall be due and payable at such time as the annual assessment may be initiated by the Board, with written notice to all Members, and annual assessments shall continue to be due and payable on the 1<sup>st</sup> day of January every year thereafter. Annual assessments not paid in full by January 30<sup>th</sup> of each year shall be considered past due and delinquent in accordance with Section 3.6 below. The Association shall, upon request and for a reasonable charge, furnish a certificate signed by an officer of the Association, or the Board's designee, setting forth whether the assessments, if any, on a specified Lot have been paid.

#### **Section 3.3 Assessments.**

(a) Subject to the terms of this Article, each Lot is hereby subject to an initial maximum maintenance charge of \$75 per month or \$900 per annum (until such maintenance charge shall be increased in accordance with the provisions of the Declaration for the purpose of creating the Maintenance Fund, which maintenance charge and assessment will be paid by the Owner or Owners of each Lot in advance in monthly, or quarterly, or annual installments, commencing as to all Lots upon the establishment of the Association pursuant to Section 2.1 hereof). The rate at which each Lot will be assessed, and whether such assessment shall be payable monthly or quarterly or annually, will be determined by the Board of Directors of the Association at least thirty (30) days in advance of each affected assessment period. Said rate may be adjusted from time to time by the Board of Directors as the needs of the Association may, in the judgment of the Directors, require. The assessment for each Lot shall be uniform.

(b) So long as there is a Class B Membership as set forth in Section 2.1(a)(ii), the

Declarant shall pay assessments on each Lot owned by Declarant in an amount equal to 25% of the assessments per Lot charged to the Owners.

(c) Notwithstanding anything herein to the contrary, the Declarant and its affiliates shall be excused from payment of any assessments if the Declarant makes loans (the "Operating Loans") to the Association equal to any shortfall between the amounts of the Assessments paid by the Owners and the amounts required by the Association to fulfill obligations in its current operating budget. Such Operating Loans shall bear interest at the rate of nine percent (9%) per annum until fully repaid by the Association to the Declarant. All payments made by the Association to the Declarant on any such Operating Loans shall be applied, first to accrued and unpaid interest, and the balance to the principal amount of such applicable Operating Loan. Each such Operating Loan shall be paid in full by the Association no later than ten (10) years after Declarant made such Operating Loan.

Section 3.4 Purposes. The Association shall use the proceeds of the Maintenance Fund, once established in accordance with the terms hereof, to pay for the current costs and to create a reserve fund to pay for the future costs of the following:

(a) Providing for the roof and exterior maintenance to be provided by the Association, as well as to pay the insurance costs provided to be paid by the Association herein and providing for normal, recurring maintenance charges for the Common Maintenance Areas for the use and benefit of all Members of the Association, including Association sponsored events. Such uses and benefits to be provided by the Association may include, by way of clarification and not limitation, any and all of the following: assuming and being responsible for the continuous and perpetual operation, maintenance and/or supervision of drainage easements, landscaping systems or landscape elements or features, landscape irrigation systems, screening walls or fences, subdivision entryway features, or other physical facilities or grounds held in common and necessary or desirable for the welfare of the Development or that are of common use or benefit and being responsible for continuous and perpetual operation, maintenance and/or supervision of landscape systems, features or elements located in parkways, common areas, between screening walls or living screens and adjacent curbs or street pavement edges, adjacent to drainageways or drainage structures, or at subdivision entryways on the Property. The Association may also use the proceeds of the Maintenance Fund to provide for public art exhibits and for charitable purposes. The Association shall, in addition, establish and maintain an adequate reserve fund to insure the continuous and perpetual use, operation, maintenance, and/or supervision of all facilities, structures, improvements, systems, areas or grounds that are the Association's responsibility;

(b) Maintain and repair any fences constructed by the Declarant in fencing easement areas shown on the Plat of the Property; and

(c) Maintain any visibility clips in the Development which will be shown on the Plat.

Section 3.5 A. Capitalization Fee. Each Owner of a Dwelling other than Declarant and Builder (whether one or more persons and regardless of whether each Owner hold the fee

interest singly or jointly), at the time it purchases the Dwelling from the previous Owner (i.e. at every sale and resale beginning with the first Owner to purchase the Dwelling from the Builder), shall be obligated to pay a capitalization fee in the amount of \$200 which funds shall be deposited in the Maintenance Fund and used to defray the operating expenses and other costs of the Association and to keep the Association well capitalized, as the Board shall determine, in its sole discretion. This amount may be changed prospectively by Board action, but not retroactively, if the Board determines it to be in the best interests of the Association.

B. Special Assessments for Capital Improvements. In addition to the annual assessments that are authorized above, the Association may levy, in any calendar year, a special assessment applicable to that calendar year only for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of any capital improvements in or on the Common Areas, including, but not limited to, walkways, walls, fences, landscaping, irrigation systems and lighting systems; provided that any such assessment shall have the consent of more than fifty percent (50%) of the votes of the Members who are voting in person or by proxy at a meeting duly called for this purpose not less than thirty (30) days nor more than sixty (60) days in advance of the meeting. At the first such meeting called, the presence of Members or of proxies entitled to cast sixty percent (60%) of all the votes of membership shall constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notice requirement, and the required quorum at the subsequent meeting shall be one-half (1/2) of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

### Section 3.6 Effect of Nonpayment of Assessments and Remedies of the Association.

(a) Any assessment that is not paid within thirty (30) days after the due date ("Delinquency Date") shall bear interest from the due date at the rate equal to the lesser of ten percent (10%) per annum, or the maximum nonusurious rate permitted on such delinquent assessments by applicable law, and shall be assessed a late fee of five percent (5%) of the amount due. The Association shall have the right to reject partial payment of an assessment and demand full payment thereof. The Association may bring an action at law against the Owner personally obligated to pay the same or foreclose the lien against the Lot. No Owner may waive or otherwise escape liability for the assessment provided for herein by nonuse of any Common Areas or abandonment of his Lot.

(b) Lien. The unpaid amount of any assessment not paid by the Delinquency Date is hereby secured by, together with the interest thereon as provided in Section 3.6(a) hereof and the cost of collection thereof, including reasonable attorneys' fees, a continuing lien and charge on the Lot of the non-paying Owner, which binds such Lot in the hands of the Owner, and his heirs, executors, administrators, devisees, personal representatives, successors and assigns. The lien is superior to all other liens and charges against the Lot, except only for tax liens and the lien of any bona fide mortgage or deed of trust now or hereafter placed upon such Lot. A subsequent sale or assignment of the Lot shall not relieve the Owner from liability for any assessment made prior to the date of sale or assignment and thereafter becoming due nor from the lien of any such assessment. The personal obligation of the Owner incurred at the time of such assessment to pay

such assessment shall pass to such Owner's successors in title. Liens for unpaid assessments shall not be affected by any sale or assignment of a Lot and shall continue in full force and effect.

To evidence any lien, the Association shall prepare a written notice of lien setting forth the amount of the unpaid indebtedness, the name of the Owner of the Lot covered by such lien and a description of the Lot covered by such lien. Such notice shall be executed by one of the officers of the Association and shall be recorded in the Office of the County Clerk of Tarrant County, Texas.

(c) Remedies. The lien securing the payment of the assessments shall attach to the Lot belonging to such non-paying Owner with the priority set forth in this Section. Subsequent to the recording of a notice of the lien, the Association may institute an action at law against the Owner or Owners personally obligated to pay the assessment and/or for the foreclosure of the aforesaid lien. In any foreclosure proceeding the Owner shall be required to pay the costs, expenses and reasonable attorneys' fees incurred by the Association. In the event an action at law is instituted against the Owner or Owners personally obligated to pay the assessment there shall be added to the amount of any such assessment: (i) the interest provided in this Section; (ii) the costs of preparing and filing the complaint in such action; (iii) the reasonable attorneys' fees incurred in connection with such action; and (iv) any other costs of collection; and in the event a judgment is obtained, such judgment shall include interest on the assessment as provided in this Section and a reasonable attorneys' fee to be fixed by the court, together with the costs of the action.

Each Owner, by acceptance of a deed to a Lot, hereby expressly vests in the Association or its agents or trustees the right and power to bring all actions against such Owner personally for the collection of such charges as a debt, and to enforce the aforesaid liens by all methods available for the enforcement of such liens, including non-judicial foreclosure pursuant to Section 51.002 of the Texas Property Code, and such Owner hereby expressly grants to the Association the private power of sale in connection with said liens. The Association may also suspend the Association membership and voting rights of any Owner who is in default in payment of any assessment in accordance with this Declaration and/or the Bylaws.

(d) Notice to Mortgagees. The Association may, and upon the written request of any mortgagee holding a prior lien on any part of the Properties, shall report to said mortgagee any assessments remaining unpaid for longer than thirty (30) days after the Delinquency Date of such assessment.

Section 3.7 Subordinated Lien to Secure Payment. The lien of the assessments provided for herein shall be subordinate only to the liens of any valid Lienholder of (i) a lien securing the purchase money mortgage on a Lot, and/or (ii) a lien given priority status under applicable law. Sale or transfer of any Lot shall not affect the assessment lien. However, the sale or transfer of any Lot pursuant to mortgage or deed of trust foreclosure (whether by exercise of power of sale or otherwise) or any proceeding in lieu thereof, shall extinguish the lien of such assessments as to payments which became due prior to such sale or transfer. No sale or transfer

shall relieve such Lot from liability and liens for any assessments thereafter becoming due.

Section 3.8 Duration. The ability of the Association to collect or maintain any or all of the foregoing assessments will remain effective for the full term (and extended term, if applicable) of this Declaration.

Section 3.9 Failure of Association to Perform Duties. In the event the Association fails to carry out its duties as specified in this Declaration, or of any applicable codes or regulations of the City, the City or its lawful agents shall have the right and ability, after due notice to the Association, to remove any landscape systems, features or elements that cease to be maintained by the Association; to perform the responsibilities of the Association if the Association fails to do so in compliance with any of the provisions of this Declaration, the agreements, covenants or restrictions of the Association, or of any applicable City codes or regulations; to assess the Association for all costs incurred by the City in performing said responsibilities if the Association fails to do so; and/or to avail itself of any other enforcement actions available to the City pursuant to state law or City codes and regulations. Should the City exercise its rights as specified above, the Association shall indemnify and hold the City harmless from any and all costs, expenses, suits, demands, liabilities or damages, including attorney's fees and costs of suit, incurred or resulting from the City's removal of any landscape systems, features or elements that cease to be maintained by the Association or from the City's performance of the aforementioned operation, maintenance or supervision responsibilities of the Association due to the Association's failure to perform said duties.

Section 3.10 Payment of Assessments by New Home Owners. Each purchaser of a Lot that is sold from and after the date hereof shall pay in advance, at the closing of the purchase of the Lot, all annual assessments or charges and all special assessments due for such Lot from the date of purchase through the end of the calendar year in which such Lot is purchased.

Section 3.11 Delinquent Assessments. In the event that any assessments or charges due with respect to any Lot have not been paid, the Owners of said Lot and any other persons who have the right to use the Common Areas through said Owners, shall not be entitled to use any recreational or amenity centers located on any Common Areas in the Development while such assessments or charges are outstanding.

## ARTICLE FOUR

### PROPERTY RIGHTS IN COMMON AREAS AND COMMON MAINTENANCE AREAS

Section 4.1 Association's Rights. The Association and its assigns, contractors and employees shall have the right and easement to enter upon the Dwellings and the Common Areas and the Common Maintenance Areas for the purpose of exercising the rights and performing the obligations of the Association that are set forth in this Declaration.

Section 4.2 Common Area Easements. Every Owner shall have a non-exclusive right and easement of enjoyment in and to the Common Areas, which right shall be appurtenant to and shall pass with the title to every Lot, subject to the right of the Association to dedicate or transfer all or any part of the Common Areas to any public agency, authority or utility company for such purposes and subject to such conditions as may be agreed to by the Members and required by the City; provided, however, that no such dedication or transfer shall be effective unless an instrument signed by two-thirds (2/3) of the Members and by the City agreeing to such dedication or transfer has been recorded.

Section 4.3 Delegation of Rights. Any Owner may delegate, in accordance with the Bylaws of the Association, his right of enjoyment to the Common Areas and facilities to the members of his family or to persons residing on the Lot under a lease or contract to purchase from the Owner.

Section 4.4 Conveyance of Common Areas by Declarant to Association. Declarant and the Builder (hereinafter defined) shall have the right to convey title to any portion of the Property owned by Declarant or the Builder, as the case may be, or any easement interest therein, to the Association as Common Area, and the Association shall be required to accept such conveyance. Property conveyed by Declarant or the Builder to the Association as Common Area shall be conveyed free and clear of monetary liens and encumbrances other than taxes and assessments imposed by governmental entities or districts authorized by Texas law. All taxes and assessments imposed by governmental entities or districts authorized by Texas law shall be prorated between the parties as of the date of the conveyance. Any such conveyance shall only include Property that has been platted and shall be effective upon recording the deed or instrument of conveyance in the public land records of the County. The term "Builder" shall mean Weekley Homes, L.P.

## ARTICLE FIVE

### ARCHITECTURAL CONTROLS

Section 5.1 No Improvements Unless Approved by Architectural Review Committee – Except Improvements by Declarant. No building, fence, wall, outbuilding, landscaping, pool, or detached building, athletic facility, structure or improvement will be erected, altered, added onto or repaired upon any portion of any Lot without the prior written consent of the ARC. However, ARC approval is not required for (i) any improvements constructed, erected, altered, added onto or repaired by Declarant or a builder designated in writing by Declarant to be exempt from the ARC approval requirements; (ii) any improvements to the interior of a Dwelling, except as provided herein; (iii) the painting or re-bricking of the exterior of any Dwelling in accordance with the color and design scheme approved by the ARC; or (iv) improvements for which the Declaration expressly states that the ARC's prior approval is not required. Any improvements pursuant to clauses (iii) and (iv) immediately preceding must be in compliance with any applicable ARC Standards.

Section 5.2 Architectural Review Committee. The ARC shall have the sole and

exclusive authority to perform the functions contemplated by the ARC in this Declaration. The purpose of the ARC is to enforce the architectural standards of the Property and to approve or disapprove plans for improvements proposed for the Lots. The ARC will have the authority to delegate its duties or to retain the services of a professional engineer, management company, architect, designer, inspector or other person to assist in the performance of its duties. The cost of such services shall be included in the expenses for the Association's operating budget. The "ARC" or "Architectural Review Committee" shall be the following entity:

(a) The Declarant shall appoint, terminate and/or replace the ARC during the period that Declarant owns any real property within the Development; provided, however, if the Builder owns at least one (1) Lot in the Development, the Builder shall have the right to designate at least one member of the Architectural Review Committee, unless such Builder notifies the Board of Directors that it is waiving such right.

(b) When the Declarant no longer owns any real property within the Development, the ARC shall consist of at least three members but not more than nine members. If the Builder owns at least one (1) Lot in the Development, the Builder shall have the right to designate at least one member of the Architectural Review Committee, unless such Builder notifies the Board that it is waiving such right. Otherwise, the members of the Architectural Review Committee will be appointed, terminated and/or replaced by the Board. The Architectural Review Committee will act by simple majority vote.

**Section 5.3 Submission of Plans.** Prior to the initiation of construction of any work required to be approved by the ARC as provided in Section 5.1 above, the Owner (excluding Declarant and any builder designated in writing to be exempt from the ARC approval requirements as provided herein) will first submit to the ARC a complete set of plans and specifications for the proposed improvements, including site plans, landscape plans, exterior elevations, specifications of materials and exterior colors, and any other information deemed necessary by the ARC for the performance of its function. In addition, the Owner will submit the identity of the individual or company intended to perform the work and projected commencement and completion dates. This approval process is separate and independent of any approval process required by a governmental entity.

**Section 5.4 Plan Review.**

(a) **Timing of Review and Response.** Upon receipt by the ARC of all of the information required by this Article Five, the ARC will have 45 days in which to review said plans. No correspondence or request for approval will be deemed to have been received until all requested documents have actually been received by the ARC in form satisfactory to the ARC. If the ARC requests additional information and the applicant fails to provide such information prior to the date stated in the ARC's notice, then the application shall be deemed denied, and the applicant shall be required to re-apply if the applicant still desires to have the ARC consider the request. If the ARC fails to issue its written approval within 45 days after the ARC's receipt of all materials requested by the

ARC to complete the submission, then such failure by the ARC to issue its written approval shall be deemed approval. The ARC may charge a reasonable fee for reviewing requests for approval.

(b) Approval Considerations – Aesthetics. The proposed improvements will be approved if, in the sole opinion of the ARC: (i) the improvements will be of an architectural style, quality, color and material that are aesthetically compatible with the improvements in the Development; (ii) the improvements will not violate any term herein or in the ARC Standards; (iii) the improvements will not result in the reduction in property value, use or enjoyment of any of the Property. Decisions of the ARC may be based on purely aesthetic considerations. The ARC shall have the authority to make final conclusive and binding determinations on matters of aesthetic judgment and such determination shall not be subject to review so long as the determination is made in good faith and in accordance with the procedures set forth herein. Each Owner acknowledges that opinions on aesthetic matters are subjective and opinions may vary as to the desirability and/or attractiveness of particular improvements and as the ARC and its members change over time. The ARC hereby approves the plans and specifications provided to the ARC by the Builder and exempts any changes thereto from ARC approval.

Section 5.5 Timing of Completion of Approved Items. All work approved by the ARC shall be completed within one year after the approval by the ARC or such shorter period that the ARC may specify in the notice of approval, unless the completion is delayed due to causes beyond the reasonable control of the Owner, as determined by the ARC. All work and related improvements shall be in compliance with the items approved by the ARC.

Section 5.6 Improvements Impact on Drainage. With respect to any improvements performed on a Lot and/or any alterations to the yard, the Owner shall take proper precautions to insure that such improvements do not (i) alter the surface water drainage flows of a Lot as originally established at the time of the initial construction of the Dwelling, or (ii) allow water to collect near the foundation of the Dwelling. Although the ARC may comment on and/or deny the approval of plans because of the impact of the proposed improvements or alterations on surface water drainage, the ARC's comments or approval shall not constitute or be construed as a representation, warranty or guaranty that adverse surface water drainage problems will not occur and shall not be relied upon as such. The Owner is responsible for taking the necessary actions in order to avoid any surface water drainage problems, including, without limitation, engaging the services of a qualified consultant.

Section 5.7 No Waiver. The approval by the ARC of any plans, drawings or specifications for any work done or proposed, or for any other matter requiring the approval of the ARC under this Declaration, shall not be deemed to constitute a waiver of any right to withhold approval of any similar plan, drawing specification or matter subsequently submitted for approval.

Section 5.8 Variances. The ARC may authorize variances from strict compliance with



the requirements herein, in any ARC Standards or any required procedures: (i) in narrow circumstances where the design meets the intent of the provision from which variance is sought and where granting the variance would enhance design innovation and excellence; or (ii) when circumstances such as topography, natural obstructions, hardship, or aesthetic or environmental considerations so require. For purposes of this Section 5.9, the inability to obtain approval of any governmental agency, the issuance of any permit, or the terms of any financing as the sole or primary reason for requesting a variance shall not be considered a hardship warranting a variance. No variance shall be contrary to the terms of this Declaration and no variance shall be effective unless in writing. No variance shall estop the ARC from denying a variance in other circumstances.

**Section 5.9 Architectural Control Standards.** The ARC may, from time to time and in its sole and absolute discretion, adopt, amend and repeal, by unanimous vote or written consent of members of the ARC, the ARC Standards. The ARC Standards may not conflict with the terms of this Declaration.

**Section 5.10 Enforcement: Non-Conforming and Unapproved Improvements.** If there are any significant or material deviations from the approved plans in the completed improvements, as determined by the ARC in its sole and absolute discretion, such improvements will be in violation of this Article Five to the same extent as if made without prior approval of the ARC. The Association or any Owner may maintain an action at law or in equity for the removal or correction of (i) the non-conforming improvement or alteration, and/or (ii) any improvement or alteration to any improvement on any Lot that is not approved by the ARC.

**Section 5.11 Limitation of Liability.** Neither the Declarant, the Association, the Board of Directors nor the ARC shall have any liability, individually or in combination, for (i) decisions made by (or failed to be made by) the Declarant, the Association, the Board of Directors or the ARC; or (ii) decisions in connection with the approval or disapproval or failure to disapprove or approve any plans and specifications submitted. Neither the Declarant, the Association, the Board of Directors nor the ARC shall bear any responsibility for ensuring the structural integrity or soundness of approved construction or modifications or the adequacy of soils or drainage, nor for ensuring compliance with building codes and other governmental requirements. Neither Declarant, the Association, the Board of Directors, the ARC nor any member of the foregoing shall be held liable for any injury, damages or loss arising out of the manner or quality of approved construction on or modifications to any Dwelling and/or Lot. The ARC and its members shall be defended and indemnified by the Association as provided in Section 2.4 herein.

## **ARTICLE SIX**

### **CONSTRUCTION OF IMPROVEMENTS AND USE OF LOTS**

**Section 6.1 Residential Use.** 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 include a duplex unit, but shall prohibit specifically, but without limitation, the use of any Lot for any apartment use.

Section 6.2 Garage Required. Each Residence shall have a garage suitable for parking not less than one (1) standard size automobiles, which garage conforms in design and materials with the main structure.

Section 6.3 Restrictions on Resubdivision. None of the Lots shall be subdivided into smaller lots.

Section 6.4 Driveways. All driveways shall be surfaced with concrete or similar substance that is approved by the Board.

Section 6.5 Uses Specifically Prohibited.

(a) No temporary dwelling, shop, trailer or mobile home of any kind or any improvement of a temporary character (except children's playhouses, dog houses, greenhouses, gazebos and buildings for storage of lawn maintenance equipment, which may be placed on a Lot only in places which are not visible from any street on which the Lot fronts) shall be permitted on any Lot. No building material of any kind or character shall be placed or stored upon the property until the Owner thereof is ready to commence construction of improvements, and then such material shall be placed within the property lines of the Lot upon which the improvements are to be erected.

(b) No boat, marine craft, hovercraft, aircraft, recreational vehicle, pickup camper, travel trailer, motor home, camper body or similar vehicle or equipment may be parked for storage in the driveway or front yard of any dwelling or parked on any public street on the Property, nor shall any such vehicle or equipment be parked for storage in the side or rear yard of any residence unless completely concealed from public view. No such vehicle or equipment shall be used as a residence or office temporarily or permanently. This restriction shall not apply to any vehicle, machinery or equipment temporarily parked and in use for the construction, maintenance or repair of a residence in the immediate vicinity of the applicable residence.

(c) Trucks with tonnage in excess of one (1) ton and any vehicle with painted advertisement shall not be permitted to park overnight on the Property except those used by a builder during the construction of improvements on the Property or vehicles used by an Owner for travel in the course of their employment.

(d) No vehicle of any size which transports inflammatory or explosive cargo or hazardous material may be kept on the Property at any time.

(e) No vehicles or similar equipment shall be parked or stored in an area visible from

any street except passenger automobiles, passenger vans, motorcycles, pickup trucks and pickup trucks with attached bed campers that are in operating condition and have current license plates and inspection stickers and are in daily use as motor vehicles on the streets and highways of the State of Texas. No inoperative cars or vehicles of any type or nature may be kept or situated on the Property.

(f) No structure of a temporary character, such as a trailer, basement, tent, shack, barn or other out-building shall be used on the Property at any time as a dwelling house; provided, however, that any builder may maintain and occupy model houses, sales offices and construction trailers on the Property during the construction period.

(g) No oil or gas drilling, oil or gas development operation, oil or gas refining, quarrying or mining operations of any kind shall be permitted on the Property, nor shall oil or gas wells, tanks, tunnels, mineral excavations or shafts be permitted upon or in any part of the Property. No derrick or other structure designed for using in quarrying or boring for oil, natural gas or other minerals shall be erected, maintained or permitted on the Property.

(h) No animals, livestock or poultry of any kind shall be raised, bred or kept on the Property except that dogs, cats or other household pets may be kept for the purpose of providing companionship for a private family in each residence. Animals are not to be raised, bred or kept for commercial purposes or for food. It is the purpose and intent of these provisions to restrict the use of the Property so that no person shall quarter on the premises cows, horses, bees, hogs, sheep, goats, guinea fowls, ducks, chickens, turkeys, skunks, reptiles or any other animals that may interfere with the quietude, health or safety of the community. No more than four (4) pets will be permitted on each Lot. Pets must be restrained or confined in the back of each Lot inside a fenced area or within the house. It is the pet owner's responsibility to keep the Lot clean and free of pet debris. All animals must be properly tagged for identification.

(i) No Lot or other area of the Property shall be used as a dumping ground for rubbish or as a site for the accumulation of unsightly materials of any kind, including, but not limited to, broken or rusty equipment, disassembled or inoperative cars or other vehicles and discarded appliances and furniture. Trash, garbage or other waste shall not be kept on the Property except in sanitary containers. All equipment for the storage or other disposal of such material shall be kept in clean and sanitary condition. Materials incident to construction of improvements may be stored on Lots during construction so long as construction progresses without undue delay.

(j) No individual water supply system shall be permitted on the Property.

(k) No individual sewage disposal system or septic tank shall be permitted on the Property.

(l) No garage house or other out-building (except for sales office and construction trailers during the construction period) shall be occupied by any owner, tenant or other person prior to the erection of a Residence.

(m) No air-conditioning apparatus shall be installed on the ground in front of a Residence or, for a Residence on a corner Lot, on the side facing the street. No air-conditioning apparatus shall be attached to any wall or window of a Residence. No evaporative cooler shall be installed on the window of a Residence.

(n) Except with the written permission of the Board, or as set forth herein, no antennae, discs or other equipment for receiving or sending sound or video messages shall be permitted on the Property except antennae for AM or FM radio reception and UHF and VHF television reception. All antennae shall be located inside the attic of the main residential structure on any Lot; provided, however, that one (1) antenna may be permitted to be attached to the roof of the main residential structure on any Lot and to extend above said roof a maximum of five (5) feet and one (1) satellite disc or other instrument or structure may be placed in the backyard of any Lot so long as it is completely screened from view from any street, alley, park or other public area.

(o) No Lot or improvements on any Lot shall be used for business, professional, commercial or manufacturing purposes of any kind. No activity, whether for profit or not, shall be conducted which is not related to single-family residential purposes. No noxious or offensive activity shall be undertaken on the Property, nor shall anything be done which is or may become an annoyance or nuisance to the neighborhood. Nothing in this subparagraph shall prohibit a builder's temporary use of a Residence as a sales office until the builder's last Residence on the Property is sold or the temporary use of any building by the Declarant as a marketing center or a construction co-ordination center. Nothing in this subparagraph shall prohibit an Owner's use of a Residence for quiet, inoffensive activities such as tutoring or giving art lessons so long as such activities are in compliance with all governmental and zoning requirements and do not materially increase the number of cars parked on the street or interfere with the adjoining homeowners' use and enjoyment of their Residences and yards.

(p) No fence, wall, hedge or shrub planting which obstructs sight lines at elevations between three (3) and six (6) feet above the roadway shall be placed or permitted to remain on any corner Lot within the triangular area formed by the street right-of-way lines and a line connecting them at points twenty-five (25) feet from the intersection of the street right-of-way lines, or, in the case of a rounded property corner, from the intersection of the street right-of-way lines as extended. No tree shall be permitted to remain within such distance of such intersection unless the foliage line is maintained at sufficient height to prevent obstruction of such sight lines.

(q) Except for children's playhouses, dog houses, greenhouses, gazebos and buildings for storage of lawn maintenance equipment, no building previously constructed elsewhere shall be moved onto any Lot, it being the intention and purpose of these provisions that only new construction be placed and erected thereon. Such structures must be located within a fenced in back yard and the buildings shall not exceed 8' in height. The maximum square footage of floor space for any storage building is 144 square feet.

(r) Within easements on each Lot, no structures, plantings or materials shall be

placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities, which may change the direction of flow within drainage channels or which may obstruct or retard the flow of water through drainage channels.

(s) The general grading, slope and drainage plan of a Lot may not be altered without the prior approval of the City and all other applicable appropriate agencies.

(t) No sign of any kind shall be displayed to public view on any Lot except such signs as are permitted under Section 6.12. The Declarant, the Association, and/or its agents shall have the right to remove any sign, billboard or other advertising structure that does not comply with the above and, in so doing, shall not be subject to any liability for trespass or any other liability in connection with such removal.

(u) The drying of clothes in full public view is prohibited. The Owners and occupants of any Lots at the intersections of streets or adjacent to parks, playgrounds or other facilities where the rear yard is visible to full public view shall construct a drying yard or other suitable enclosure to screen from public view the equipment which is incident to normal residences, such as clothes drying equipment, yard equipment and storage piles.

(v) Except within fireplaces in the main residential dwelling on any Lot and except for outdoor cooking, no burning of anything shall be permitted anywhere on the Property.

(w) No aluminum foil, newspaper, reflective film, exterior solar screens or similar treatment will be placed in windows or glass of a Dwelling. Bed sheets and similar linens may only be used in windows during the first 30 days after the Owner acquires title to the Lot.

(x) Above ground-level swimming pools shall not be permitted on any Lot.

(y) No outdoor athletic and recreational equipment facilities such as playscapes, swing sets and sport courts may be placed on a lot unless such item is placed within the backyard that has a fence that completely encloses the backyard and the location of the item does not exceed ten feet in height unless such item is a temporary and moveable facility that is stored each night in the garage, the Dwelling or other fully screened area. Notwithstanding the foregoing, basketball goals and any other recreation equipment approved by the ARC may be located on any portion of the Lot that is behind any portion of the rear part of the Dwelling.

Section 6.6 Roofing Materials. Roofing shall be of a substance that is acceptable to the City, and any other applicable governmental authority.

Section 6.7 Side Line and Front Line Setback Restrictions. No dwelling shall be located on any Lot nearer to the front Lot line or nearer to the side Lot line than the minimum setback lines shown on the Plat or as required by the City in the applicable zoning ordinance.

Section 6.8 Waiver of Front Setback Requirements. With the written approval of the Board, any building may be located further back from the front property line of a Lot than

provided above, where, in the opinion of the Board, the proposed location of the building will add to the appearance and value of the Lot and will not substantially detract from the appearance of the adjoining Lots.

**Section 6.9 Fences and Walls.** Any fence or wall must be constructed of masonry, brick, wrought iron, wood, or other material that is approved by the Board. No fence or wall shall be permitted to extend nearer to any street than 10'0" back from the facade of any Residence. However, all side yard fencing on corner Lots shall run parallel to the curb and may be placed up to the side building line as shown on the Plat and shall not extend beyond the back corner of the Residence on that side. All fences shall have a height of not more than six (6) feet, and shall be board on board with a cap. The materials and design of such fences are subject to Board approval and must be stained and sealed with a shade approved by the ARC.

All side yard fencing on Lots other than corner Lots shall not extend beyond a point of ten (10) feet behind the front of the Residence on the side of the Residence that has such side yard fencing. Fences or walls erected by the Declarant, if any, shall become the property of the Owner of the Lot on which the same are erected and as such shall be maintained and repaired by such Owner. Except for the fences to be constructed by the Declarant and maintained by the Association (which may be six feet or more in height), no portion of any fence shall exceed six (6) feet in height. Any fence or portion thereof that faces a public street shall be so constructed so that all structural members and posts will be on the side of the fence away from the street so that they are not visible from any public right-of-way. The Declarant will construct perimeter screening and fencing on the perimeter of the Property adjacent to any publicly dedicated road or thoroughfare in accordance with the Plat and the requirements of the City. In accordance with the Plat and the requirements of the City, parallel privacy fences of wood or other construction shall not be allowed between said perimeter fencing and parallel building lines on Lots adjacent and contiguous to the rights-of-way that require such fencing or screening by the Declarant. No Owner shall construct a fence or enclosure located along or next to the boundary lines between the Development and dedicated open space (the "Open Space"), except in compliance with the Open Space Fence Criteria, as hereinafter defined.

All Lots that are located adjacent to Open Space are listed in Exhibit "B" attached hereto and made a part hereof. The "Open Space Fence Criteria" shall apply to all fences located along or next to any lot line adjacent to Open Space (the "Open Space Lot Line") and shall be as follows:

1. Fences shall be constructed of tubular steel or wrought iron painted black and may contain brick post spaced a minimum of thirty feet (30') apart;
2. All fences located on the Open Space Lot Line shall be four feet (4') in height with posts having a maximum height of 4'2" and columns with a maximum height of 4'6";
3. All fences next to an Open Space Lot Line shall be four feet (4') in height from the point where said fence meets the fence located on the Open Space Lot Line

and shall continue to be four feet (4') for a length of twenty feet (20'). Thereafter, for the following length of five feet (5'), the fence shall gradually increase to six feet (6') in height for the remaining length of the fence.

Section 6.10 Sidewalks. All sidewalks shall conform to the specifications and regulations of the City and any other applicable governmental authority, and shall be free of all access barriers. All sidewalks located along a Lot line shall be four (4) feet in width.

Section 6.11 Mailboxes. Mailboxes shall be standardized by the Association and shall be constructed of a material and design approved by the Board (unless gangboxes are required by the U.S. Postal Service).

Section 6.12 Signs. No signs whatsoever (movable or affixed) including, but not limited to, commercial, political and similar signs, which are visible from adjacent property or from public thoroughfares shall be erected or maintained on any Lot except:

- (A) Such signs as may be required by law;
- (B) A residential identification sign not more than eighteen (18) by twenty-four (24) inches in height and width;
- (C) During the time of construction of any buildings or other improvements, one job identification sign not larger than eighteen (18) by twenty-four (24) inches in height and width;
- (D) One (1) professional sign on each Lot of not more than six (6) square feet advertising such Lot for sale or signs used by a builder to advertise the Property during the construction and sales period of a reasonable type, size and appearance, which is similar to other signs customarily used in the area to advertise individual parcels of residential real property;
- (E) An alarm monitoring sign not more than two (2) square feet in size; or
- (F) Directional signs installed by the builders constructing homes on the Property;
- (G) Political signs may be placed on any Lot, provided any such sign is placed on the Lot not more than thirty (30) days prior to the election to which the sign pertains, and the sign is removed within three (3) days after said election.
- (H) For lease or rent signs in one window only of a Dwelling; no for lease or rent signs shall be placed in any yard or landscaped area.

Any such signs must conform to the requirements of this Section 6.12 and may not (i) describe the condition of the Residence or Lot, (ii) describe, malign or refer to the reputation,

character or building practices of Declarant, any homebuilder or any other Lot owner, and (iii) discourage or otherwise impact or attempt to impact anyone's decision to acquire a Lot or Residence in the Property. Declarant, the Association or their respective agents shall have the right to remove all signs, billboards or other advertising structures including, without limitation, political or private sale (such as "garage" sale) signs, that do not comply with this Section 6.12, and in doing shall not be subjected to any liability for trespass or any other liability in connection with such removal.

The provisions of this Section 6.12 shall not prevent Declarant from commencing, erecting or maintaining structures or signs of any content or size for advertising the entire Property when Declarant, in its sole discretion, deems it necessary or convenient to the development, sale, operation, or other disposition of the Lots or other portions of the Property. All signs advertising the Property shall be removed after the later of (a) all buildings to be initially constructed on the advertised Lot(s) have been sold or (b) model homes are not being used by any builder or (c) Declarant has completed selling and construction activities for the Property.

## **ARTICLE SEVEN**

### **EASEMENTS**

**7.1 Ingress and Egress by the Declarant and the Association.** The Declarant and the Association shall, at all times, have full rights of ingress and egress over and upon each Lot for the maintenance and repair of each Lot and the exterior of any Dwelling and the Common Areas in accordance with the provisions hereof, and for the carrying out by the Declarant or the Association of their functions, duties and obligations hereunder; provided, that any such entry by the Declarant or the Association upon any Lot or the exterior of a Dwelling shall be made with as little inconvenience to the Owner as practical, and any damage caused by such entry, other than damages caused by the Owner, shall be repaired by the party causing such damage.

**7.2 General.** The rights and duties of the Owners with respect to sanitary sewer, water, electricity, natural gas, telephone and cable television lines and drainage facilities shall be governed by the following:

(a) Wherever (i) sanitary sewer or water service connections, (ii) natural gas, electricity, telephone or cable television lines, or (iii) drainage facilities are installed within the Property, which connections, 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 or upon which said connections, lines or facilities or any portion thereof lie to repair, replace and generally maintain said connections, lines or facilities as and when the same may be necessary.



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

7.3 Reservation of Easements. Easements over the Lots and Common Areas for the installation and maintenance of electric, telephone, cable television, water, gas and sanitary sewer lines and drainage facilities are hereby reserved by the Declarant for the benefit of the Declarant and the Association, and their respective successors and assigns, together with the right to grant and transfer same.

7.4 Surface Areas of Utility Easements. Easements for installation and maintenance of utilities are reserved as shown and provided for on the Plat. Underground electric, storm sewer, sanitary sewer, water, natural gas 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 makes prior arrangements with the utility companies furnishing electric, storm sewer, sanitary sewer, water, natural 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. In addition, the utility easements shall not be used as alleyways.

7.5 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 Areas and into any Dwelling, 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, directors, agents, employees and management personnel to enter the Common Areas and into any Dwelling to render any service. Except in an emergency situation, entry shall only be during reasonable hours and after notice to the Owner. It is intended that this right of entry shall include (and this right of entry shall include) the right of the Association to enter a Dwelling to cure any condition which may increase the possibility of a fire or other hazard in the event an Owner fails or refuses to cure the condition upon request by the Board. The easement for entry is also for the benefit of each Owner of a Dwelling, for ingress and egress, over and across the real property on which all other Dwellings are located (although the easement for Owners does not extend to the inside of the improvements of a Dwelling) for emergency purposes and/or during emergency situations, to allow Dwelling Owners to remove themselves from danger.

7.6 Universal Easement. The Owner of each Lot and Dwelling (including Declarant so long as Declarant is the Owner of any Lot and Dwelling) is hereby granted an easement not to exceed two (2) foot in width over all adjoining Lots and Common Areas for the purpose of accommodating any encroachment or overhang due to engineering errors, errors in original construction, settlement or shifting of the building, or any other reasonable cause. There shall be easements for the maintenance and/or repair of said encroachment or overhang, 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. The easements for encroachment and overhang also include and allow for drainage from any overhang onto adjacent Dwellings.

## ARTICLE EIGHT

### PARTY WALLS; ROOF MAINTENANCE

#### 8.1 Party Walls.

(a) In General. Each wall which is built as a part of the original construction of any Duplex within the Woodland Estates and placed on the dividing line between any two (2) Lots shall constitute a party wall, and, to the extent not inconsistent with the provisions of this Declaration, the general rules of law regarding party walls and liability for property damage due to negligence or willful acts or omissions shall apply thereto. Common foundations will be dealt with in the same fashion as party walls.

(b) Repair and Maintenance. The cost of reasonable repair and maintenance of a party wall shall be shared equally by the Owners who make use of the wall. Each Owner shall be responsible for maintaining the party wall located in their Residence in good condition and repair.

(c) Destruction By Fire or Other Casualty. If a party wall is destroyed or damaged by fire or other casualty, any Owner who has used the wall may restore it, and the other Owners who make use of the wall shall contribute equally to the cost of restoration thereof. If the party wall was damaged or destroyed due to the actions or inactions of an Owner, or the Owner's family members, guests, invitees, licensees, or agents, then such Owner shall pay for the entire cost of restoring such party wall.

(d) Weatherproofing. Notwithstanding any other provision of this Section, any Owner who by his negligent or willful act causes the party wall to be exposed to the elements shall bear the whole cost of furnishing the necessary protection against such elements.

8.2 Party Wall Maintenance Easement. The Owner of a lot upon which a Residence is to be constructed with a party wall upon an adjacent lot is hereby granted a limited maintenance easement upon the adjacent lot to the extent that such easement is necessary for the purpose of

carrying on reasonable and necessary maintenance of the party wall; provided, however, that the rights hereby granted shall not authorize the destruction or removal of any improvements, including landscaping or natural vegetation, located upon such adjacent lot. The Owner utilizing such maintenance easement shall only utilize such maintenance easement upon reasonable notice to the Owner sharing the party wall and shall be done in such a manner as to minimally interfere with the other Owner's use of the party wall. The Owner utilizing such maintenance easement shall restore the area thereof to its previous condition and shall be responsible for all clean-up made necessary by such use.

8.3 Roof Maintenance. The Association shall be responsible for maintaining the roof located over each Dwelling as follows: paint, repair, replace and care for roof surfaces (i.e. shingles and decking only). If the roof of the entire Duplex is destroyed or damaged by fire or other casualty, the Association shall restore it; however, subject to the right of the Association to assess an Owner if the roof was damaged or destroyed due to the negligent actions or inactions of an Owner, or the Owner's family members, guests, invitees, licensees, or agents, for the cost of the deductible amount not covered by insurance proceeds. Such an assessment shall be deemed an assessment hereunder and collectible in the same fashion as any annual or special assessment hereunder.

8.4 Replacement of Roof. The entire roof of a Duplex shall be replaced when any of the following shall occur:

(a) A roof which is approaching its normal life expectancy (or which the Association deems to be defective) requires repair and the Association determines that it would be more efficient to replace the roof, or

(b) A portion of the roof has been damaged by casualty, and it is more economically feasible to replace the roof than to repair it.

8.5 Payment of Repairs or Replacement. The cost of reasonable repair, maintenance, and replacement of a roof of a Duplex shall be paid by the Association.

8.6 Architectural Control. Any repair or replacement of a roof (including outbuildings) with materials or style different from those originally approved must be approved by the ARC.

8.7 Owner, Association Responsibility. Owners shall promptly report to the Association any water leakage in any Duplex.

8.8 Right to Contribution. The right of any Owner to contribution from any other Owner under this Article VIII shall be appurtenant to the land and shall pass to such Owner's successors entitled.

8.9 Arbitration. In the event of any dispute arising concerning a party wall or roof maintenance or repair under this Article VIII, the dispute shall be resolved by binding arbitration,

conducted in accordance with the Rules of the American Arbitration Association ("AAA") in effect at the time the demand for arbitration is filed. The parties shall agree upon an arbitrator, or in the event that the parties cannot agree on an arbitrator, each party shall choose one (1) arbitrator, and such arbitrator shall choose one (1) additional arbitrator and the decision shall be by majority of all the arbitrators.

## ARTICLE NINE

### GENERAL PROVISIONS

Section 9.1 Plat. All dedications, limitations, restrictions and reservations that are or will be shown on the Plat are and shall be deemed to be incorporated herein and shall be construed as being adopted in each contract, deed or conveyance executed or to be executed by the Declarant, conveying Lots on the Property, whether specifically referred to therein or not.

**Section 9.2 Lot Maintenance.** The Owner of each Lot shall, prior to the occupancy of a Residence thereon establish grass front and sideyard, shall maintain the yards in a sanitary and attractive manner and shall edge the street curbs that run along the property line. Grass, weeds and vegetation on each Lot must be kept mowed at regular intervals so as to maintain the property in a neat and attractive manner. No vegetables shall be grown in any yard that faces a street. No Owner shall permit weeds or grass to grow to a height of greater than six inches (6") upon his property. No foundation, planting, shrub or other vegetation near the house shall be allowed to grow above the bottom of any window. Upon failure of any Owner to maintain any Lot, the Association or its agent may, at its option, have the grass, weeds and vegetation cut as often as necessary in its judgment, and the Owner of that Lot shall be obligated, when presented with an itemized statement, to reimburse the Association for the cost of such work. Any costs of such work will be considered a special assessment against the Owner of the Lot on which the work was performed. In the event the Owner of said Lot fails to reimburse the Association for the costs of work by the Delinquent Date, the provisions of Article 3 hereinabove regarding past due assessments shall apply.

**Section 9.3 Maintenance of Improvements.** The Owner of each Lot shall maintain the patios, decks, entry doors, garage doors, glass and their appurtenant hardware on all buildings, fences, as well as all walls and other improvements on his Lot in good condition and repair, and shall replace worn and rotten parts, and shall regularly repaint or restain all painted or stained surfaces that it maintains, and shall not permit the rain gutters, downspouts, windows, doors, walks, driveways, parking areas or other exterior portions of the improvements to deteriorate in an unattractive manner. Such maintenance by the Owner shall include exterior light fixture and bulb replacement, repair and maintenance to the frame of the Dwelling, including the frame of the roof. In addition the Owner shall maintain all pipes, lines, ducts, conduits or other apparatus which serve the Dwelling, whether located within or without a Dwelling's boundaries (including all gas, electric, water, sewer or air conditioning pipes, lines, ducts, conduits or other apparatus serving the Dwelling). Any paved or concrete walkways, driveways, parking areas and patios located within the boundary of a Dwelling shall be the responsibility of the Owner of the Dwelling.

The Association shall maintain the exterior of the Dwellings, except as noted above to be the responsibility of the Owner.

**Section 9.4 Mortgages.** It is expressly provided that the breach of any of the foregoing conditions shall not defeat or render invalid the lien of any mortgage or deed of trust made in good faith and for value, as to the same premises or any part thereof encumbered by such mortgage or deed of trust, but said conditions shall be binding thereto as to Lots acquired by foreclosure, trustee's sale or otherwise, as to any breach occurring after such acquisition of title.

**Section 9.5 Term.** This Declaration shall run with and bind the Property for a term of twenty-five (25) years from the date this Declaration is recorded, after which time they shall be automatically renewed for successive periods of ten (10) years unless amended as provided herein. Notwithstanding the foregoing, the Association may not be dissolved without the prior written consent of the City.

Section 9.6 Severability. If any covenant, condition, restriction or agreement herein contained shall be invalid, which invalidity shall not be presumed until the same is determined by the judgment or order of a court of competent jurisdiction, such invalidity shall in no way affect any other covenant, condition, restriction or agreement, each of which shall remain in full force and effect.

Section 9.7 Binding Effect. Each of the covenants, conditions, restrictions and agreements herein contained is made for the mutual benefit of, and is binding upon, each and every person acquiring any part of the Property, it being understood that such covenants, conditions, restrictions and agreements are not for the benefit of the owner of any land except in the Property. This Declaration, when executed, shall be filed of record in the Real Property Records of the County so that each and every Owner or purchaser of any portion of the Property is on notice of the covenants, conditions, restrictions and agreements herein contained.

Section 9.8 Enforcement. Declarant, the Association, the Board, and the Owner of any Lot on the Property shall have the easement and right to have each and all of the foregoing covenants, conditions, restrictions and agreements faithfully carried out and performed with reference to each and every Lot on the Property, together with the right to bring any suit or undertake any legal process that may be proper to enforce the performance thereof, it being the intention and purpose of these provisions to attach to each Lot on the Property, without reference to when it was sold, the right and easement to have such covenants, conditions, restrictions and agreements strictly complied with, such right to exist with the Declarant and the Owner of each Lot and to apply to all other Lots on the Property whether owned by the Declarant, its successors and assigns, or others. Failure by any Owner, the Association, the Board, or the Declarant to enforce any covenant, condition, restriction or agreement herein contained shall in no event be deemed a waiver of the right to do so thereafter.

Section 9.9 Other Authorities. If other authorities, the City or County, impose more demanding, expensive or restrictive requirements than those that are set forth herein, the requirements of such authorities shall be complied with. Other authorities' impositions of lesser requirements than those that are set forth herein shall not supersede or diminish the requirements that are set forth herein.

Section 9.10 Addresses. Any notice or correspondence to an Owner of a Lot shall be addressed to the street address of the Lot. It shall be the responsibility of the Owner to provide in writing any alternative mailing address for notices or correspondence. Any notice or correspondence to the Declarant shall be addressed to the address shown below the signature of the Declarant below or to such other address as is specified by the Declarant pursuant to an instrument recorded in the Real Property Records of the County.

Section 9.11 Amendment. At any time, the Declarant and the Owners of the legal title to sixty-six percent (66%) of the Lots on the Property (as shown by the Real Property Records of the County) may amend the covenants, conditions, restrictions and agreements that are set forth herein by recording an instrument containing such amendment(s), except that, subject to the last sentence of this Section 9.11, for the five (5) years following the recording of this Declaration, no such amendment shall be valid or effective without the joinder of the Declarant.

Notwithstanding the foregoing provisions, the covenants, conditions, restrictions and agreements that are set forth herein may not be amended without the prior written consent of the City, insofar as the matters intended to be amended are covered by any City ordinance, regulation, or other enforceable provision. In addition, to the extent required by any applicable law, ordinance or regulation, amendments must be approved by the U.S. Department of Housing and Urban Development while the Declarant retains control. Notwithstanding anything to the contrary, so long as any Builder owns a Lot, no amendment, modification or termination of this Declaration shall be effective without the prior written consent of each Builder that owns a Lot. The Builders are third party beneficiaries of this provision.

Section 9.12 Annexation of Additional Property. 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 ("Supplementary Declaration") which shall extend the scheme of the covenants and restrictions of this Declaration to such property; provided, however, that such Supplementary Declaration may contain such complementary additions and modifications of the Covenants and Restrictions contained in this Declaration as may be necessary to reflect the different character, if any, of the added properties and as are not 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 9.12, 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 two (2) miles 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 Property together with

the covenants and restrictions established upon any other properties as one scheme.

(e) Notwithstanding anything herein to the contrary, so long as any Builder owns a Lot, no annexation or merger shall occur without the prior written consent of each Builder that owns a Lot. The Builders are third party beneficiaries of this provision.

Section 19.13 Waiver of Environmental Conditions. The term "Declarant" as used in this Section 19.13 shall have the meaning set forth in Section 1.9 hereof and shall further include, without limitation, the Declarant, its general partner(s), partners, directors, managers, officers, employees, agents, contractors, sub-contractors, design consultants, architects, advisors, brokers, sales personnel and marketing agents. The term "Association" as used in this Section paragraph 19.13 shall have the meaning set forth in Section 1.3 hereof and shall further include, without limitation, the Association, its Board of Directors, managers, employees, and agents. The Declarant and the Builder and the Association shall not in any way be considered an insurer or guarantor of environmental conditions or indoor air quality within any Dwelling. Neither the Declarant nor the Builder nor the Association shall be held liable for any loss or damage by reason of or failure to provide adequate indoor air quality or any adverse environmental conditions. The Declarant and the Builder and the Association do not represent or warrant that any construction materials, air filters, mechanical, heating, ventilating or air conditioning systems and chemicals necessary for the cleaning or pest control of the Dwelling will prevent the existence or spread of biological organisms, cooking odors, animal dander, dust mites, fungi, pollen, tobacco smoke, dust or the transmission of interior or exterior noise levels. The Declarant and the Builder and the Association are not an insurer and each Owner and occupant of any Dwelling and each tenant, guest and invitee of any Owner assumes all risks for indoor air quality and environmental conditions and acknowledges that the Declarant and the Builder and the Association have made no representations or warranties nor has any Owner, occupant, tenant, guest or invitee relied upon any representations or warranties, expressed or implied, including any warranty or merchantability or fitness for any particular purpose, relative to the air quality within the community or any portion thereof or any Dwelling.

EXECUTED this 27 day of July, 2006.

DECLARANT:

Address:  
3500 Maple Ave., Suite 1165  
Dallas, Texas 75219

ARCADIA LAND PARTNERS 29, LTD.,  
a Texas limited partnership  
By: Arcadia Realty Corp.,  
its General Partner

By:   
John Hodge, President




STATE OF TEXAS

§  
§  
§

COUNTY OF DALLAS

This Declaration of Covenants, Conditions and Restrictions for Hoodland Estates was acknowledged before me on this 27th day of July, 2006, by John Hodge, the President of Arcadia Realty Corp., a Texas corporation, the General Partner of ARCADIA LAND PARTNERS 29, LTD., a Texas limited partnership, on behalf of such corporation and limited partnership.



  
\_\_\_\_\_  
Notary Public State of Texas

**EXHIBIT "A"**

BEING 39.882 acres of land located in the James McDonald Survey, Abstract No. 997, Tarrant County, Texas, being portions of the tracts of land described in the deed to Peyco Family, Ltd., recorded in Volume 10897, Page 2138, Deed Records, Tarrant County, Texas. Said 39.882 acres of land being more particularly described as follows:

BEGINNING at a fence post found at the North corner of a tract of land described in the deed to Marcia L. Leonard recorded in Volume 10470, Page 2288, Deed Records, Tarrant County, Texas;

THENCE South 60° 39' 37" West, a distance of 1,321.28 feet along the Northwest line of said Leonard tract to a cross tie fence post at the West corner of said Leonard tract;

THENCE North 30° 54' 18" West, a distance of 443.09 feet to a point;

THENCE South 58° 55' 05" West, at a distance of 3.41 feet passing an 1/2" iron rod found at the North corner of a tract of land described in the deed to William L. Guat recorded in Volume 7226, Page 759, Deed Records, TARRANT County, Texas, in all continuing along the Northwest line of said Guat tract a distance of 217.68 feet to an 1/2" iron rod found at the West corner of said Guat tract;

THENCE North 42° 04' 50" West, a distance of 66.94 feet to an 1/2" iron rod at the South corner of a 0.49 acre tract of land described in the deed to William Rex Morgan and wife, Jane Clare Morgan recorded in Volume 6435, Page 571, Deed Records, TARRANT County, Texas;

THENCE North 46° 27' 13" East, along the Southeast line of said Morgan tract at a distance of 232.20 feet passing an 1-1/2" iron rod found at the East corner of said Morgan tract in all a distance of 236.38 feet to a point;

THENCE North 30° 54' 18" West, a distance of 1,037.33 feet to an 1/2" iron rod found at the South corner of a tract of land described in the deed to Larry Joseph Louwagie and wife, Virginia Lee Louwagie recorded in Volume 12684, Page 756, Deed Records, TARRANT County, Texas;

THENCE North 59° 59' 31" East, a distance of 355.09 feet along the Southeast line of said Louwagie tract to a 1/2" iron rod found at the East corner of said Louwagie tract;

THENCE North 58° 47' 07" East, a distance of 265.26 feet to a 5/8" iron rod found at the West corner of the First Parcel described in said deed to Tarrant County Water Control and Improvement District No. One recorded in Volume 4665, Page 680, from which a Tarrant County Water Control and Improvement District monument bears North 46° 09' 54" West 3.94 feet;

THENCE South 61° 42' 28" East, a distance of 1,367.92 feet along the Southwest line of said First Parcel to an 1/2" iron rod stamped Beasley RPLS No. 4050 set at the South corner of said First Parcel;

THENCE South 30° 54' 18" East, a distance of 454.16 feet to the POINT OF BEGINNING, CONTAINING 39.882 acres of land.

**EXHIBIT "B"**

**LOTS LOCATED ADJACENT TO OPEN SPACE**

<b><u>Block</u></b>	<b><u>Lots</u></b>
9	1A, 1B, 2A, 4A, 4B, 5A, 5B, 6A, 6B, 7A, 7B, 8A, 8B, 9A, 9B, 10A, 10B, 11A, 11B, 12A, 12B, 13A, 13B, 14A, 14B, 15A, 15B, 16A, 16B, 17A, 17B, 18A, 18B, 19A, 21A, 21B, 22A, 22B, 23A, 23B
2	8A, 8B, 9A, 9B, 10A, 10B, 11A, 11B, 12A, 12B, 13A, 13B, 14A, 14B 15A, 15B, 16A, 16B, 17A, 17B, 18A, 18B, 19A, 19B, 20A, 20B, 21A, 21B, 23B, 24A, 24B, 25A, 25B, 26A, 26B, 27A, 27B, 28A, 28B, 29A, 29B, 30A, 30B, 31A, 31B, 32A, 32B, 33A, 33B, 34A, 34B,
1	21A, 21B, 22A, 22B, 23A, 23B, 24A, 24B, 25A, 26B, 27A, 27B, 28A, 28B
5	1A, 1B, 2A, 2B, 3A, 3B

**SECOND AMENDMENT TO DECLARATION OF COVENANTS,  
CONDITIONS, AND RESTRICTIONS FOR DUPLEXES AT  
WOODLAND ESTATES**

THE STATE OF TEXAS    §  
  §  
COUNTY OF TARRANT   §

This Second Amendment to Declaration of Covenants, Conditions, and Restrictions for Duplexes at Woodland Estates (the "Amendment") is made by ARCADIA LAND PARTNERS 29, LTD., a Texas limited partnership ("Declarant"), WEEKLEY HOMES, L.P., a Delaware limited partnership ("Weekley Homes") and VALUE BUILDERS, INC., a Texas corporation ("Value Builders") hereinafter collectively referred to as (the "Builders").

2007 DEC 10 AM 10:49  
TARRANT COUNTY TEXAS  
FILED

**RECITALS**

WHEREAS, on July 27, 2006, Declarant executed that certain Declaration of Covenants, Conditions, and Restrictions for Duplexes at Woodland Estates, which was recorded on July 28, 2006, and recorded in Clerk's File No. D206230946 of the Real Property Records of Tarrant County, Texas (as amended, the "Declaration"), with the terms and conditions of such Declaration being herein incorporated herein by reference for all purposes; and

WHEREAS, pursuant to the authority to amend the Declaration set forth in Section 9.11 of the Declaration, the parties desire to amend the Declaration as set forth herein below.

NOW, THEREFORE, KNOW ALL PERSONS BY THESE PRESENTS, for valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto do by these presents hereby amend the Declaration and agree as follows:

1. Incorporation by Reference. The foregoing recitals are incorporated by reference as though fully set forth herein.
2. Defined Terms. Capitalized terms used and not otherwise defined in this Amendment shall have the same meaning or meanings given to them in the Declaration.
3. Assessments. Section 3.3(a) of the Declaration is amended and restated as follows:

"Effective as of July 1, 2007, the Declarant or Builders shall pay a reduced maintenance charge of \$300.00 per annum, or \$75.00 per quarter, for each undeveloped or unoccupied Lot. At such time that either side of the Duplex is sold and occupied by a third party, the Owner of the Duplex shall be subject to the \$900.00 per annum maintenance charge."

4. Ratification. Except as expressly amended and modified hereby, the undersigned ratify the Declaration and agree to be bound by all terms and conditions thereof, as amended by this Amendment.


5. Covenants Run with Land. The undersigned agree that the covenants contained herein are perpetual, run with the land and apply to and bind the undersigned, their heirs, successors, assigns, grantees, mortgagees, tenants and subtenants.

EXECUTED to be effective as of (though not necessarily on) July 1, 2007.

**DECLARANT:**

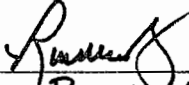
**ARCADIA LAND PARTNERS 29, LTD.,**  
a Texas limited partnership

By: Arcadia Realty Corp., General Partner

By:   
John Hodge, President

**BUILDERS:**

**WEEKLEY HOMES, L.P.**

By:   
Name: Russell Rice  
Title: Area President

**VALUE BUILDERS, INC.,**  
a Texas corporation


By:   
Name: Glen Anderson  
Title: President



EXHIBIT "A"

Being 64.720 acres of land located in the Esquire Hendricks Survey, Abstract No. 659, the William H. Herrall, Abstract No. 724, and the James McDonald Survey, Abstract No. 997, Tarrant County, Texas, being portions of the tracts of land described in the deed to Peyco Family, Ltd., recorded in Volume 10897, Page 2138, Deed Records, Tarrant County, Texas.

BEGINNING at an 1/2" iron rod stamped Wier & Assoc. found at the Northwest corner of the described 103.3977 acre tract of land recorded in the deed to Peyco Family, Ltd., Volume 10897, Page 2138, Deed Records, Tarrant County, Texas, and being the Northwest corner of said Herrall Survey according to the description of said 103.3977 acre tract of land;

THENCE S 89° 11' 11" E, a distance of 73.73 feet to an 1/2" iron rod found at the Northwest corner of a tract of land described in the deed to Kula Amos, Inc., recorded in Volume 12252, Page 1502, Deed records, Tarrant County, Texas, said iron rod being the Southwest corner of The Woodlands an addition to the City of Mansfield, Tarrant County, Texas according to the plat recorded in Volume 388-162, page 94, Plat Records, Tarrant County, Texas;

THENCE along the West, South and East lines of said Kula Amos tract as follows:

1. S 31° 23' 24" E, a distance of 243.89 feet to an 1/2" iron rod found at the Southwest corner of said Kula Amos tract;

2. S 89° 56' 55" E, a distance of 562.45 feet to an 1/2" iron rod stamped BEASLEY RPLS No. 4050 set;

3. N 01° 11' 55" W, a distance of 210.00 feet to an 1/2" iron rod stamped BEASLEY RPLS No. 4050 set from which an 1/2" iron rod stamped Wier & Assoc. found bears N 15° 52' 36" W 2.21 feet;

THENCE S 89° 56' 14" E, a distance of 637.00 feet to an 1/2" iron rod found;

THENCE N 89° 58' 33" E, a distance of 1,891.47 feet to a point from which an 1/2" iron rod stamped Wier & Assoc. found bears N 89° 58' 33" E 1.48 feet and an 1/2" iron rod found at the Northwest corner of a tract of land described in the deed to Sandra Lee Johnson recorded in Volume 7937, Page 525, Deed Records, Tarrant County, Texas bearing N 00° 41' 03" E 0.83 feet;

THENCE S 00° 41' 03" W, a distance of 400.45 feet to an 1/2" iron rod stamped BEASLEY RPLS No. 4050 set;

THENCE N 89° 57' 15" W, a distance of 128.47 feet to an 1/2" iron rod stamped BEASLEY RPLS No. 4050 set;

THENCE S 00° 02' 45" W, a distance of 29.26 feet to an 1/2" iron rod stamped BEASLEY RPLS No. 4050 set;

THENCE Southeasterly, 50.42 feet along a non tangent curve to the right having a radius of 60.00 feet, a central angle of 48° 08' 38" and a chord bearing S 24° 04' 19" E, 48.95 feet to a point; thence continue Southwesterly along said curve through a central angle of 90° 00' 00", a distance of 94.25 feet to a point; thence continue Northwesterly along said curve through a central angle of 48° 14' 08", a distance of 50.51 feet to an 1/2" iron rod stamped BEASLEY RPLS No. 4050 set;

THENCE N 89° 57' 15" W, a distance of 432.15 feet to an 1/2" iron rod stamped BEASLEY RPLS No. 4050 set;

THENCE S 00° 02' 45" W, a distance of 113.30 feet to an 1/2" iron rod stamped BEASLEY RPLS No. 4050 set;

THENCE S 78° 22' 07" W, a distance of 106.42 feet to an 1/2" iron rod stamped BEASLEY RPLS No. 4050 set;

THENCE S 81° 11' 01" W, a distance of 453.91 feet to an 1/2" iron rod stamped BEASLEY RPLS No. 4050 set;

THENCE S 61° 06' 54" W, a distance of 209.07 feet to an 1/2" iron rod stamped BEASLEY RPLS No. 4050 set;

THENCE Southwesterly, 219.10 feet, along a curve to the left, having a radius of 430.00 feet, a central angle of 29° 11' 40" and a chord bearing S 46° 31' 04" W 216.74 feet to an 1/2" iron rod stamped BEASLEY RPLS No. 4050 set;

THENCE S 31° 55' 14" W, a distance of 349.79 feet to an 1/2" iron rod stamped BEASLEY RPLS No. 4050 set;

THENCE Southwesterly, 52.49 feet, along a curve to the left, having a radius of 830.00 feet, a central angle of 03° 37' 24" and a chord bearing S 30° 06' 32" W 52.48 feet to an 1/2" iron rod stamped BEASLEY RPLS No. 4050 set;

THENCE S 28° 17' 50" W, a distance of 198.32 feet to an 1/2" iron rod stamped BEASLEY RPLS No. 4050 set;

THENCE N 61° 42' 10" W, a distance of 89.92 feet to an 1/2" iron rod stamped BEASLEY RPLS No. 4050 set;

THENCE S 28° 17' 28" W, a distance of 194.68 feet to an 1/2" iron rod stamped BEASLEY RPLS No. 4050 set;



THENCE N 61° 45' 34" W, a distance of 478.49 feet to an 1/2" iron rod stamped BEASLEY RPLS No. 4050 set at the East corner of the First Parcel described in the deed to Tarrant County Water Control and Improvement District Number One recorded in Volume 4665, Page 680, Deed Records, Tarrant County, Texas;

THENCE N 61° 42' 28" W, a distance of 576.80 feet along the Northeast line of said First Parcel to a point in the Southeast line of a tract of land described in the deed to Mansfield Independent School District recorded in Volume 16237, Page 122, Deed Records, Tarrant County, Texas;

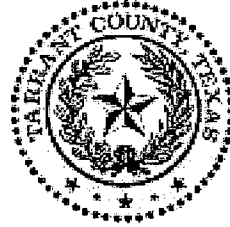
THENCE along the Southeast and Northeast lines of said Mansfield Independent School District tract as follows;

1. N 28° 17' 37" E, a distance of 167.73 feet to a 5/8" iron rod found;
2. Northeasterly, 145.24 feet, along a curve to the left, having a radius of 725.00 feet, a central angle of 11° 28' 42" and a chord bearing N 22° 33' 16" E 145.00 feet to a 5/8" iron rod found;
3. N 16° 48' 55" E, a distance of 125.00 feet to an 1/2" iron rod stamped Wier & Assoc found;
4. Northerly, 162.86 feet along a non tangent curve to the right, having a radius of 1,275.00 feet, a central angle of 07° 19' 07" and a chord bearing N 20° 28' 28" E, 162.75 feet to an 1/2" iron rod stamped Wier & Assoc. found;
5. N 81° 16' 42" W, a distance of 166.80 feet to an 1/2" iron rod stamped Wier & Assoc. found;
6. Northwesterly, 443.94 feet along a non tangent curve to the right, having a radius of 510.00 feet, a central angle of 49° 52' 29" and a chord bearing N 56° 20' 27" W, 430.06 feet to an 1/2" iron rod stamped Wier & Assoc. found;
7. N 31° 24' 11" W, a distance of 300.44 feet to an 1/2" iron rod stamped Wier & Assoc. found at the North corner of said Mansfield Independent School District tract;

THENCE N 59° 38' 08" E, a distance of 58.70 feet to an 1/2" iron rod found;

THENCE N 59° 54' 12" E, a distance of 59.24 feet to an 1/2" iron rod found;

THENCE S 31° 00' 30" E, a distance of 22.43 feet to the point of beginning, containing 64.720 acres of land.



HIGIER LAUTIN  
15851 DALLAS PKWY STE 1001

ADDISON TX 75001

Submitter: HIGIER LAUTIN

---

SUZANNE HENDERSON  
TARRANT COUNTY CLERK  
TARRANT COUNTY COURTHOUSE  
100 WEST WEATHERFORD  
FORT WORTH, TX 76196-0401

**DO NOT DESTROY**  
**WARNING - THIS IS PART OF THE OFFICIAL RECORD.**

Filed For Registration: 12/20/2007 10:49 AM  
Instrument #: D207451177  
OPR 7 PGS \$36.00

By: \_\_\_\_\_



**D207451177**

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

Printed by: PT



fowl, ducks, chickens, turkeys, skunks, reptiles or any other animals that may interfere with the quietude, health or safety of the community. Dangerous pets (as defined below) are not permitted. No more than four (4) pets (excluding offspring of less than 6 months of age) will be permitted on each Lot. Pets must be restrained by a leash while accompanied by its owner or guardian or confined in the back of each Lot inside a secure enclosure (as defined below) or within the house. It is the pet owner's responsibility to keep the Lot clean and free of pet waste and debris. All animals must be properly tagged for identification.

For purposes of this Section 6.5(h), a pet shall be considered "dangerous" if it (i) makes an unprovoked attack on a Person or another pet that causes bodily injury and occurs in a place other than a secure enclosure; or (ii) commits unprovoked acts in a place other than a secure enclosure and those acts cause a Person to reasonably believe that the pet will attack and cause bodily injury to that Person or his or her pet. For purposes of this Section, a "secure enclosure" means a fenced area or structure that is (i) locked; (ii) capable of preventing the entry of the general public, including children; (iii) capable of preventing the escape or release of a pet; (iv) clearly marked as containing a dangerous pet; and (v) in conformance with the requirements, if any, for enclosures established by the local animal control authority.

Any animal determined by the Board in its sole and absolute discretion to be in violation of this Section 6.5(h) shall be removed from the Property upon request of the Board. If the owner of such animal fails to honor such request, the Board may, in addition to any other remedy provided in this Declaration, cause the removal of the animal from the Property.

2. Except as modified by the First Amendment and this Second Amendment, the Declaration shall remain in full force and effect.

IN WITNESS WHEREOF, this Second Amendment has been executed as of the date set forth below.

**DECLARANT:**

**ARCADIA LAND PARTNERS 29, LTD.**, a Texas limited partnership

By: \_\_\_\_\_

Title: COO of Arcadia Realty Corp. - General Partner

**DUPLEX OWNERS' ASSOCIATION OF WOODLAND ESTATES, INC.**, a Texas not-profit corporation

By: \_\_\_\_\_

Title: Treasurer



Electronically Recorded

Tarrant County Texas

Official Public Records

2009 Apr 01 09:21 AM

D209084911

Fee: \$ 24.00

*Suzanne Henderson*

AMENDMENT

Printer: ACS INC

3 Pages

Suzanne Henderson

TO

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

FOR

DUPLEXES AT WOODLAND ESTATES

STATE OF TEXAS §  
§ KNOW ALL MEN BY THESE PRESENTS;  
COUNTY OF TARRANT §

This THIRD AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR DUPLEXES AT WOODLAND ESTATES (this "Third Amendment") is made to be effective the 11 day of MARCH, 2009, by ARCADIA LAND PARTNERS 29, LTD., a Texas limited partnership ("Declarant"), and DUPLEX OWNERS' ASSOCIATION OF WOODLAND ESTATES, INC., a Texas non-profit corporation (the "Association").

**WITNESSETH:**

WHEREAS, that certain Declaration of Covenants, Conditions and Restrictions for Duplexes at Woodland Estates was filed on or about July 28, 200, and recorded in Clerk's File No. D206230946 of the Real Property Records of Tarrant County, Texas (the "Declaration"), which covers certain real property in Mansfield, Texas, as more particularly described in the Declaration; and

WHEREAS, Declarant filed that certain Second [sic] [First] Amendment to Declaration of Covenants, Conditions and Restrictions for Duplexes at Woodland Estates on or about December 20, 2007, as Clerk's File No. D207451177 of the Real Property Records of Tarrant County, Texas (the "First Amendment"); and

WHEREAS, Declarant filed that certain Second Amendment to Declaration of Covenants, Conditions and Restrictions for Duplexes at Woodland Estates on or about MARCH 27, 2009, as Clerk's File No. D209082028 of the Real Property Records of Tarrant County, Texas (the "Second Amendment"); and

WHEREAS, Article Nine, Section 9.11 of the Declaration provides for the amendment of that instrument by Owners (including Declarant) of sixty-six percent (66%) of the Lots in the Property, and the prior written consent of each Builder who owns a Lot in the Property; and

WHEREAS, Owners of sixty-six percent (66%) of the Lots in the Property and each Builder who owns a Lot have approved of the following amendments to the Declaration.

NOW, THEREFORE, the Declaration is hereby amended as follows:

1. Amend Article Six, Section 6.5(n) of the Declaration by deleting this Section in its entirety and replacing it with the following:

(n) No television, radio or other electronic towers, aerials, antennae, satellite dishes or

D209084911

device of any type for the reception or transmission of radio or television broadcast or other means of communication shall hereafter be erected, constructed, placed or permitted to remain on any Lot or upon any improvements thereon, except that this prohibition shall not apply to those antennae specifically covered by 47 C.F.R. Part 1, Subpart S, Section 1.4000 (or any successor provision) promulgated under the Telecommunications Act of 1996, as amended from time to time ("Permitted Devices"). Notwithstanding the foregoing, no more than one (1) antennae of each provider of over-the-air video programming signals by TVBS, MMDS or DBS may be installed on the same Lot by an Owner at any one time. To the extent that reception of an acceptable signal would not be impaired and the cost of installation would not be unreasonably increased, a Permitted Device may only be installed a minimum of at least fifteen (15) feet behind the front of the dwelling (and for corner Lots, at least fifteen (15) feet behind the front of the dwelling and the side of the dwelling facing the street). Antennae shall be installed in compliance with all state and local laws and regulations, including zoning, land use and building regulations.

2. Except as modified by the First Amendment, the Second Amendment and this Third Amendment, the Declaration shall remain in full force and effect.

IN WITNESS WHEREOF, this Second Amendment has been executed as of the date set forth below.

DECLARANT:

ARCADIA LAND PARTNERS 29, LTD., a Texas limited partnership

By: 

Title: CO-ARCADIA PARTNERS 29, LTD. - General Partner

DUPLEX OWNERS' ASSOCIATION OF WOODLAND ESTATES, INC., a Texas non-profit corporation

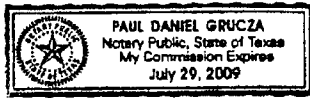
By: 

Title: TREASURER

STATE OF TEXAS       §  
                                  §  
COUNTY OF DALLAS   §

BEFORE ME, the undersigned authority, a Notary Public in and for said county and state, on this day personally appeared JIM TCHOUKALOFF, TREASURER of Arcadia Land Partners 29, Ltd., a Texas limited partnership, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that (s)he executed the same for the purposes and consideration therein expressed, in the capacity therein stated and as the act and deed of said corporation.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 11th day of MARCH 2009.

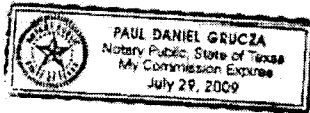


Paul D. Grucza  
Notary Public in and for the State of Texas  
My Commission Expires: 7/29/2009

STATE OF TEXAS       §  
                                  §  
COUNTY OF DALLAS   §

BEFORE ME, the undersigned authority, a Notary Public in and for said county and state, on this day personally appeared JIM TCHOUKALOFF, TREASURER of Duplex Owners' Association, Inc., a Texas non-profit corporation, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that (s)he executed the same for the purposes and consideration therein expressed, in the capacity therein stated and as the act and deed of said corporation.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 11th day of MARCH 2009.



Paul D. Grucza  
Notary Public in and for the State of Texas  
My Commission Expires: 7/29/2009

**AFTER RECORDING RETURN TO:**  
Riddle & Williams, P.C.  
3710 Rawlins Street, Suite 1400  
Dallas, Texas 75219  
g/pud.and.third-duplexesatwoodlandestates209



**POLICIES, RULES  
and  
GUIDELINES**

# **APPLICATION OF PAYMENTS POLICY**

# *Duplex Owners Association*

## *at Woodland Estates, Inc.*

---

### Application of Payments Policy

WHEREAS, the Board of Directors (the "Board") of Duplex Owners Association at Woodland Estates, Inc., (the "Association") desires to establish a Policy for the Application of Payments received from owners which satisfies the new priority of payments schedule created by Section 209.0063 of the Texas Property Code; and

WHEREAS, THE Board adopts the following policy in order to comply with Section 209.0063 of the Texas Property Code; and

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

Except as otherwise authorized by law, 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 the preceding subpart;
5. any fines assessed by the Association;
6. any other amounts owed to the Association.



This policy shall supersede and replace any previously adopted policy to the extent that the terms of such policy are inconsistent with this policy.

**IT IS FURTHER RESOLVED** that this Application of Payments Policy is effective on January 1, 2012, to remain in effect until revoked, modified, or amended.

This is to certify that the foregoing resolution was adopted by the Board of Directors at a meeting of same on 11-22-11, and has not been modified, rescinded, or revoked.

\_\_\_\_\_  
Name:

Carol Clapper.

Title:

President.

Date:

11-22-11.

**ALTERNATIVE  
PAYMENT PLAN  
POLICY**

# *Duplex Owners Association* *at Woodland Estates, Inc.*

---

## Alternative Payment Plan Policy

**WHEREAS**, pursuant to Section 209.0062 of the Texas Property Code, the Board of Directors of Duplex Owners Association at Woodland Estates, Inc., (the "Association") is required to adopt reasonable guidelines regarding an alternate payment schedule in which an owner may make partial payments to the Association for delinquent regular or special assessments or any other amount owed to the Association.

**NOW, THEREFORE, IT IS RESOLVED**, in order to comply with the procedures set forth by Chapter 209 of the Texas Residential Property Owners Protection Act, that the following guidelines and procedures are promulgated for the establishment of an alternate payment schedule, and the same are to be known as the "Alternate Payment Plan Policy" of the Association (hereinafter the "Policy").

1. Purpose. The purpose of this Policy is to assist Owners in remedying delinquencies and remaining current on the payment of amounts owed to the Association by establishing orderly procedures by which Owners may make partial payments to the Association for amounts owed without accruing additional penalties.

2. Eligibility. To be eligible for a payment plan pursuant to the Association's alternate payment plan schedule, an Owner must meet the following criteria:

- a) The owner must currently be delinquent in the payment of regular assessments, special assessments, or any other amounts owed to the Association;
- b) The Owner must not have defaulted on a prior payment plan within the prior two year period; and
- c) The Owner must submit a signed payment plan as defined below, along with the Owner's initial payment to the address designated by the Association for correspondence.

3. Payment Plan Schedule/Guidelines. The Association hereby adopts the following alternate payment guidelines and makes the following payment plan schedule available to owners in order to make partial payments for delinquent amounts owed:



- a) Requirements of Payment Plan Request. Within 30 days of the date of the initial letter which informs the owner of the availability of a payment plan, an owner must submit a signed acceptance of the payment plan schedule described below to the Association or its managing agent.
- b) Term. The term of the payment plan or schedule is 12 months with an initial payment of 25 % of the total amount owed and remaining payments in equal installments.
- c) Date of Partial Payments under Plan. The Owner must submit the initial installment payment under the plan contemporaneously with submission of the Owner's payment plan agreement which must be signed by the Owner. The Owner must make all additional monthly installment payments under the payment plan so that the payments are received by the Association no later than the 15<sup>th</sup> day of each month. The Owner may pay off, in full, the balance under the payment plan at any time. All payments must be received by the Association at the Association's designated mailing address or lock box. Payments may be made through auto draft bill payment, in check or certified funds, or by credit card (to the extent the Association is set up to receive payment by credit card).
- d) Correspondence. Any correspondence to the Association regarding the amount owed, the payment plan, or such similar correspondence must be sent to the address designated by the Association for correspondence. Such correspondence shall not be included with an Owner's payment.
- e) Amounts Coming Due During Plan. Owners are responsible for remaining current on all assessments and other charges coming due during the duration of the Owner's payment plan and must, therefore, timely submit payment to the Association for any amounts coming due during the duration of the Owner's payment plan.
- f) Additional Charges. An Owner's balance owed to the Association shall not accrue late fees or other monetary penalties (except interest) while such Owner is in compliance with a payment plan under the Association's alternate payment plan schedule. Owners in a payment plan are responsible for reasonable costs associated with administering the plan, and for interest at the highest rate permitted by the governing documents on the unpaid balance. The costs of administering the plan and interest shall be included in calculating the total amount owed under the payment plan and will be included in the monthly payment obligation. The costs of administering the payment plan may include a reasonable charge for preparation and creation of the plan, as well as a monthly administration fee.

4. Default. If an Owner fails to timely submit payment in full of any installment payment (which installment payment must include the principal owed, the administration fees assessed to the plan and interest charges), or fails to timely pay any amount coming due during the duration of the plan, the Owner will be in default. If an Owner defaults under a payment plan, the Association may proceed with collection activity without further notice. If the Association elects to provide a notice of default, the Owner will be responsible for all fees and costs associated with the drafting and sending of such notice. In addition, the Owner is hereby on notice that he/she will be responsible for any and all costs, including attorney's fees, of any additional collection action which the Association pursues.

5. Board Discretion. All other terms of a Payment Plan are at the discretion of the Board of Directors.

6. Severability and Legal Interpretation. In the event that any provision herein shall be determined by a court with jurisdiction to be invalid or unenforceable in any respect, such determination shall not affect the validity or enforceability of any other provision, and this Policy shall be enforced as if such provision did not exist. Furthermore, the purpose of this policy is to satisfy the legal requirements of Section 209.0062 of the Texas Property Code. In the event that any provision of this Policy is deemed by a court with jurisdiction to be ambiguous or in contradiction with any law, this Policy and any such provision shall be interpreted in a manner that complies with an interpretation that is consistent with the law.

**IT IS FURTHER RESOLVED** that this Alternate Payment Plan Policy is effective on January 1, 2012, to remain in force and effect until revoked, modified or amended.

This is to certify that the foregoing resolution was adopted by the Board of Directors at a meeting of same on 11-22-11, and has not been modified, rescinded or revoked.

Name:

Carol Clapper

Title:

President

Date:

11-22-11



**DOCUMENT  
INSPECTION AND  
COPYING POLICY**

# *Duplex Owners Association at Woodland Estates, Inc.*

---

## Document Inspection and Copying Policy

**WHEREAS**, pursuant to Section 209.005(i) of the Texas Property Code, the Board of Directors of Duplex Owners Association at Woodland Estates, Inc., (the "Association") is required to adopt a records production and copying policy that prescribes the costs the Association will charge for the compilation, production and reproduction of the Association's books and records.

**NOW, THEREFORE, IT IS RESOLVED**, in order to comply with the procedures set forth by Chapter 209 of the Texas Residential Property Owners Protection Act, that the following procedures and practices are established for the compilation, production and reproduction of the Association's books and records, and the same are to be known as the "Document Inspection and Copying Policy" of the Association (hereinafter the "Policy").

1. Purpose. The purpose of this Policy is to establish orderly procedures for the levying of fees and to notify owners of the costs to be incurred associated with the compilation, production and reproduction of the Association's books and records in response to an owner's request to inspect the Association's records.

2. Records Defined. The Association's books and records available for inspection and copying by owners are those records designated by Section 209.005 of the Texas Property Code. Pursuant to Section 209.005(d) of the Texas Property Code, an attorney's files relating to the Association, excluding invoices, are not records of the Association, are not subject to inspection by owners, or production in a legal proceeding. Further, pursuant to Section 209.005(k), the Association is not required to release or allow inspection of any books and records relating to an employee of the Association, or any books and records that identify the violation history, contact information (other than the address and/or financial information of an individual owner) absent the express written approval of the owner whose information is the subject of the request or a court order requiring disclosure of such information.

3. Individuals Authorized to Inspect Association's Records. Every owner of a lot in the Association is entitled to inspect and copy the Association's books and records in compliance with the procedures set forth in this Policy. An owner may submit a designation in writing, signed by the owner, specifying such other individuals who are authorized to inspect the Association's books and records as the owner's agent, attorney, or certified public accountant. The owner and/or the owner's designated representative are referred to herein as the "Requesting Party."



4. Requests for Inspection or Copying. The Requesting Party seeking to inspect or copy the Association's books and records must submit a written request via certified mail to the Association at the mailing address of the Association or its managing agent as reflected on the Association's current management certificate. This address is subject to change upon notice to the owners, but the Association's current mailing address as of the adoption of this policy is:

1800 Preston Park Boulevard, Suite #101  
Plano, TX 75093

The request must contain sufficient detail describing the requested Association's books and records, including pertinent dates, time periods or subjects sought to be inspected. The request must also specify whether the Requesting Party seeks to inspect the books and records before obtaining copies or to have the Association forward copies of the requested books and records to the Requesting Party.

5. Inspection Response. If the Requesting Party elects to inspect the Association's books and records, the Association shall notify the Requesting Party within ten (10) business days after receiving the Requesting Party's request of the dates during normal business hours that the Requesting Party may inspect the requested books and records (the "Inspection Notice").

If the Association is unable to produce the requested books and records by the 10<sup>th</sup> business day after the date the Association receives the request, the Association must provide written notice to the Requesting Party within 10 business days of the owner's request to inspect (the "Inspection Delay Letter") that (1) the Association is unable to produce the information by the 10<sup>th</sup> business day after the date the Association received the request, and (2) state a date by which the information will be either sent or available for inspection that is not later than fifteen (15) days after the date of the Inspection Delay Letter.

6. Inspection Procedure. Any inspection shall take place at a mutually-agreed upon time during normal business hours. All inspections shall take place at the office of the Association's management company or such other location as the Association designates. No Requesting Party or other individual shall remove original records from the location where the inspection is taking place, nor alter the records in any way. All individuals inspecting or requesting copies of records shall conduct themselves in a businesslike manner and shall not interfere with the operation of the Association's or management company's office or the operation of any other office where the inspection or copying is taking place.

At such inspection, the Requesting Party may identify such books and records for the Association to copy and forward to the Requesting Party. The Association may produce all requested books and records in hard copy, electronic, or other format reasonably available to the Association.

7. Costs Associated with Compilation, Production and Reproduction. The costs associated with compiling, producing and reproducing the Association's books and records in response to a request to inspect or copy documents shall be as follows:

(a) Copy charges.

(1) Standard paper copy. The charge for standard paper copies reproduced  
~~by means of an office machine copier or a computer printer is \$0.10 per~~

page or part of a page. Each side that contains recorded information is considered a page.

(2) 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:

- (A) Diskette--\$ 1.00;
- (B) Magnetic tape--actual cost
- (C) Data cartridge--actual cost;
- (D) Tape cartridge--actual cost;
- (E) Rewritable CD (CD-RW)--\$ 1.00;
- (F) Non-rewritable CD (CD-R)--\$ 1.00;
- (G) Digital video disc (DVD)--\$ 3.00;
- (H) JAZ drive--actual cost;
- (I) Other electronic media--actual cost;
- (J) VHS video cassette--\$ 2.50;
- (K) Audio cassette--\$ 1.00;
- (L) Oversize paper copy (e.g.: 11 inches by 17 inches, greenbar, bluebar, not including maps and photographs using specialty paper)--\$0.50;
- (M) Specialty paper (e.g.: Mylar, blueprint, bluclinc, map, photographic)--actual cost.

(b) Labor charge for locating, compiling, manipulating data, and reproducing information.

(1) The charge for labor costs incurred in processing a request for information is \$15.00 an hour. The labor charge includes the actual time to locate, compile, manipulate data, and reproduce the requested information.

(2) When confidential information is mixed with non-confidential 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 information. A labor charge shall not be made for redacting confidential information for requests of fifty (50) or fewer pages.

(3) If the charge for providing a copy of information includes costs of labor, the Requesting Party may require that the Association provide a written statement as to the amount of time that was required to produce and provide the copy, signed by an officer of the Association. A charge may not be imposed for providing the written statement to the requestor.

(c) Overhead charge.

(1) Whenever any labor charge is applicable to a request, the Association 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 the Association 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.

(2) An overhead charge shall not be made for requests for copies of fifty (50) or fewer pages of standard paper records.

(3) The overhead charge shall be computed at twenty percent (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 x .20 = \$ 3.00).

(d) Postal and shipping charges. The Association may add any related postal or shipping expenses which are necessary to transmit the reproduced information to the Requesting Party.

8. Payment. Upon receipt of a request to inspect and/or copy documents, the Association may require the Requesting Party to pay the estimated costs associated with production and copying in advance. If the estimated cost of compilation, production and reproduction is different from the actual cost, the Association shall submit a final invoice to the owner on or before the 30<sup>th</sup> business day after the Association has produced and/or delivered the requested information. If the actual cost is greater than the estimated amount, the owner must pay the difference to the Association within thirty (30) business days after the date the invoice is sent to the owner, or the Association will add such additional charges as an assessment against the owner's property in the Association. If the actual cost is less than the estimated amount, the Association shall issue a refund to the owner within thirty (30) business days after the date the invoice is sent to the owner.

9. Definitions. The definitions contained in the governing documents are hereby incorporated herein by reference.

**IT IS FURTHER RESOLVED** that this Document Inspection and Copying Policy is effective on January 1, 2012, to remain in force and effect until revoked, modified or amended.

This is to certify that the foregoing resolution was adopted by the Board of Directors at a meeting of same on 11-22-11, and has not been modified, rescinded or revoked.

Name: Arnold Clapper

Title: President

Date: 11-22-11

# **DOCUMENT RETENTION POLICY**

# *Duplex Owners Association* *at Woodland Estates, Inc.*

---

## Document Retention Policy

**WHEREAS**, pursuant to Section 209.005(m) of the Texas Property Code, the Board of Directors of Duplex Owners Association at Woodland Estates, Inc., (the "Association") is required to adopt a document retention policy for the Association's books and records.

**NOW, THEREFORE, IT IS RESOLVED**, in order to comply with the procedures set forth by Chapter 209 of the Texas Residential Property Owners Protection Act, that the following procedures and practices are established for the maintenance and retention of the Association's books, records and related documents, and the same are to be known as the "Document Retention Policy" of the Association.

1. Purpose. The purpose of this Document Retention Policy is to ensure that the necessary records and documents of the Association are adequately protected and maintained.

2. Administration. The Association is in charge of the administration of this Document Retention Policy and the implementation of processes and procedures to ensure that the Records Retention Schedule attached as Exhibit "A" is followed. The Board is authorized to make modifications to this Records Retention Schedule from time to time to ensure that it is in compliance with local, state and federal laws and that the schedule includes the appropriate document and record categories for the Association.

3. Suspension of Record Disposal in Event of Litigation or Claims. In the event the Association is served with any subpoena or request for documents or the Association becomes aware of a governmental investigation or audit concerning the Association or the commencement of any litigation against or concerning the Association, all documents relating or pertaining to such investigation, claim or litigation shall be retained indefinitely, and any further disposal of documents shall be suspended and shall not be reinstated until conclusion of the investigation or lawsuit, or until such time as the Board, with the advice of legal counsel, determines otherwise.

4. Applicability. This Document Retention Policy applies to all physical records generated in the course of the Association's operation, including both original documents and reproductions. It also applies to electronic copies of documents. Any electronic files that fall under the scope of one of the document types on the Records Retention Schedule below will be maintained for the appropriate amount of time. Documents that are not listed on Exhibit "A", but are substantially similar to those listed in the Records Retention Schedule, should be retained ~~for a similar length of time.~~





This policy shall supersede and replace any previously adopted policy to the extent that the terms of such policy are inconsistent with this policy.

**IT IS FURTHER RESOLVED** that this Document Retention Policy is effective upon adoption hereof, to remain in force and effect until revoked, modified or amended.

This is to certify that the foregoing resolution was adopted by the Board of Directors at a meeting of same on 11-22-11, and has not been modified, rescinded or revoked.

\_\_\_\_\_  
Name: Cass J. Flapper.

Title: President.

Date: 11-22-11.

## EXHIBIT A – RECORD RETENTION SCHEDULE

### A. GOVERNING DOCUMENTS

All copies of governing documents including but not Permanently  
Permanently limited to the Declaration of Covenants,  
Conditions, and Restrictions for Duplex Owners  
Association at Woodland Estates, Inc. (the “Declaration”),  
the Bylaws of Duplex Owners Association at Woodland  
Estates, Inc. (the “Bylaws”), the Articles of Incorporation  
of Duplex Owners Association at Woodland Estates, Inc.  
(the “Articles”), Design Guidelines, any rules, regulations  
or resolutions of the Board of Directors, and any  
amendments and supplements thereto

### B. FINANCIAL RECORDS

Financial records, including each year’s budget, tax 7 years  
returns, audits of the Association’s financial books and  
records, copies of all bills paid by the Association or to be  
paid, the Association’s checkbooks and check registers

### C. RECORDS OF OWNERS’ ACCOUNTS

Owners’ account records, including assessment account 5 years  
ledgers, architectural review records, violation records,  
records of fines and any disputes from the owner

### D. CONTRACTS

Copies of the final, executed contracts with a term of 1 4 years after expiration  
year or more entered into by the Association (and any  
related correspondence, including any proposal that  
resulted in the contract and all other supportive or  
documentation) termination

### E. MEETING MINUTES

Minutes of Annual and Special Meetings of the Members, 7 years  
minutes of Board meetings, and minutes of committee  
meetings (if any)

# **FLAG DISPLAY GUIDELINES**

# *Duplex Owners Association* *at Woodland Estates, Inc.*

---

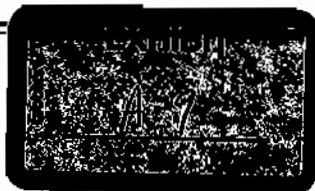
## Flag Display Guidelines

**WHEREAS**, the Texas Legislature passed House Bill 2779 which amends Chapter 202 of the Texas Property Code by adding Section 202.011 which precludes associations from adopting or enforcing a prohibition or restriction on certain flag displays; and

**WHEREAS**, pursuant to Section 202.011 of the Texas Property Code, the Board of Directors of Duplex Owners Association at Woodland Estates, Inc., (the "Association") is permitted to adopt specific limitations on certain flag displays.

**NOW, THEREFORE, IT IS RESOLVED**, in order to comply with Section 202.011 of the Texas Property Code, the Board of Directors of the Association adopts the following guidelines for flag displays.

- A. An owner or resident may display:
  - 1. the flag of the United States of America;
  - 2. the flag of the State of Texas; or
  - 3. an official or replica flag of any branch of the United States armed forces.
- B. An owner may only display a flag in A. above if such display meets the following criteria:
  - 1. a flag of the United States must be displayed in accordance with 4 U.S.C. Sections 5-10;
  - 2. a flag of the State of Texas must be displayed in accordance with Chapter 3100 of the Texas Government Code;
  - 3. a flagpole attached to a dwelling or a freestanding flagpole must be constructed of permanent, long-lasting materials, with a finish appropriate to the materials used in the construction of the flagpole and harmonious with the dwelling;
  - 4. the display of a flag or the location and construction of the supporting flagpole must comply with applicable zoning ordinances, easements and setbacks of record;
  - 5. a displayed flag and the flagpole on which it is flown must be maintained in good condition and any deteriorated flag or deteriorated or structurally unsafe flagpole must be repaired, replaced or removed;



C. The Association hereby adopts the following additional restrictions on the display of flags on an owner's lot:

1. an owner may not install a flagpole which is greater than twenty feet (20') in height;
2. an owner may not install more than one flagpole on the owner's property;
3. any flag displayed must not be greater than 3' x 5' in size;
4. an owner may not install lights to illuminate a displayed flag which, due to their size, location or intensity, constitute a nuisance;
5. an owner may not locate a displayed flag or flagpole on property that is:
  - (a) owned or maintained by the Association; or
  - (b) owned in common by the members of the Association.

D. Prior to erecting or installing a flag and/or flag pole, an owner must first submit plans and specifications to and receive the written approval of the Board or architectural control/review committee. The plans and specifications must show the proposed location, material, size and type of such flag and flagpole (and all parts thereof, including any lights to illuminate a displayed flag).

E. The definitions contained in the Association's dedicatory instruments are hereby incorporated herein by reference.

**IT IS FURTHER RESOLVED** that this Flag Display Policy is effective upon adoption hereof, to remain in force and effect until revoked, modified or amended.

This is to certify that the foregoing resolution was adopted by the Board of Directors at a meeting of same on 11-22-11, and has not been modified, rescinded or revoked.

Name: Carol Clapper

Title: President

Date: 11-22-11

**RAINWATER  
COLLECTION DEVICE  
GUIDELINES**

# *Duplex Owners Association* *at Woodland Estates, Inc.*

---

## Rainwater Collection Device Guidelines

**WHEREAS**, the Texas Legislature passed House Bill 3391 which amends Section 202.007(d) of the Texas Property Code which precludes associations from adopting or enforcing certain prohibitions or restrictions on rain barrels and rainwater harvesting systems; and

**WHEREAS**, pursuant to Section 202.007(d) of the Texas Property Code, the Board of Directors of Duplex Owners Association at Woodland Estates, Inc., (the "Association") is permitted to adopt specific limitations on rain barrels and rainwater harvesting systems.

**NOW, THEREFORE, IT IS RESOLVED**, in order to comply with Section 202.007(d) of the Texas Property Code, the Board of Directors of the Association adopts the following guidelines for rain barrels and rainwater harvesting systems.

- A. An owner may not install a rain barrel or rainwater harvesting system if:
1. such device is to be installed in or on property:
    - (a) owned by the Association;
    - (b) owned in common by the members of the Association; or
    - (c) located between the front of the owner's home and an adjoining or adjacent street; or
  2. the barrel or system:
    - (a) is of a color other than a color consistent with the color scheme of the owner's home; or
    - (b) displays any language or other content that is not typically displayed by such a barrel or system as it is manufactured.
- B. The Association may regulate the size, type, and shielding of, and the materials used in the construction of, a rain barrel, rainwater harvesting device, or other appurtenance that is located on the side of a house or at any other location that is visible from a street, another lot, or a common area if:
1. the restriction does not prohibit the economic installation of the device or appurtenance on the owner's property; and
  2. there is a reasonably sufficient area on the owner's property in which to install the device or appurtenance.



- C. In order to enforce these regulations, an owner must receive written approval from the Board or the architectural control or review committee (if one exists) prior to installing any rain barrel or rainwater harvesting system. Accordingly, prior to installation, an owner must submit plans and specifications to and receive the written approval of the Board or architectural control/review committee. The plans and specifications must show the proposed location, color, material, shielding devices, size and type of such system or device (and all parts thereof). The plans should also identify whether the device or any part thereof will be visible from any street, other lot or common area.
- D. The definitions contained in the Association's dedicatory instruments are hereby incorporated herein by reference.
- E. In the event of any conflict between the new law cited above and any restrictions contained in any governing document of the Association, including design guidelines, policies and the Declaration, the new law and this Rainwater Collection Device Policy control.

**IT IS FURTHER RESOLVED** that this Rainwater Collection Device Policy is effective upon adoption hereof, to remain in force and effect until revoked, modified or amended.

This is to certify that the foregoing resolution was adopted by the Board of Directors at a meeting of same on 11-22-11, and has not been modified, rescinded or revoked.

Name: Carol Clapper

Title: President

Date: 11-22-11



# **RELIGIOUS DISPLAY GUIDELINES**

# *Duplex Owners Association at Woodland Estates, Inc.*

---

## Religious Item Display Guidelines

**WHEREAS**, the Texas Legislature passed House Bill 1278 which amends Chapter 202 of the Texas Property Code by adding Section 202.018 which precludes associations from adopting or enforcing a restrictive covenant which governs an owner's or resident's right to display or affix on the entry to the owner's or resident's dwelling one or more religious items the display of which is motivated by the owner's or resident's sincere religious belief; and

**WHEREAS**, pursuant to Section 202.018(b) of the Texas Property Code, the Board of Directors of Duplex Owners Association at Woodland Estates, Inc., (the "Association") is permitted to adopt certain limitations on the display of religious items.

**NOW, THEREFORE, IT IS RESOLVED**, in order to comply with Section 202.018 of the Texas Property Code, the Board of Directors of the Association adopts the following guidelines to govern the display of religious symbols.

- A. An owner or resident may not display or affix a religious item on the entry to the owner or resident's dwelling which:
  - 1. threatens the public health or safety;
  - 2. violates a law;
  - 3. contains language, graphics, or any display that is patently offensive to a passerby;
  - 4. is in a location other than the entry door or door frame or extends past the outer edge of the door frame of the owner's or resident's dwelling; or
  - 5. individually or in combination with each other religious item displayed or affixed on the entry door or door frame has a total size of greater than 25 square inches;
- B. The definitions contained in the Association's dedicatory instruments are hereby incorporated herein by reference.
- C. In the event of any conflict between Section 202.018(b) of the Texas Property Code and any restrictions contained in any governing document of the Association, including design guidelines, policies and the Declaration, Section 202.018(b) and this Religious Item Display Policy controls.



**IT IS FURTHER RESOLVED** that this Religious Item Display Policy is effective upon adoption hereof, to remain in force and effect until revoked, modified or amended.

This is to certify that the foregoing resolution was adopted by the Board of Directors at a meeting of same on 11-22-11, and has not been modified, rescinded or revoked.

---

Name: Carol Clapper,

Title: President

Date: 11-22-11,

# **ROOFING MATERIAL GUIDELINES**

# *Duplex Owners Association*

## *at Woodland Estates, Inc.*

---

### Roofing Materials Guidelines

**WHEREAS**, the Texas Legislature passed House Bill 362 which amends Chapter 202 of the Texas Property Code by adding Section 202.011 which precludes associations from adopting or enforcing a prohibition or restriction on certain roofing materials; and

**WHEREAS**, pursuant to Section 202.011 of the Texas Property Code, the Board of Directors of Duplex Owners Association at Woodland Estates, Inc., (the "Association") is permitted to adopt specific limitations on certain roofing materials.

**NOW, THEREFORE, IT IS RESOLVED**, in order to comply with Section 202.011 of the Texas Property Code, the Board of Directors of the Association adopts the following guidelines for certain roofing materials.

- A. The Association shall not prohibit an owner who is otherwise authorized to install shingles on the roof of the owner's property from installing shingles that:
  1. are designed to:
    - (a) be wind and hail resistant;
    - (b) provide heating and cooling efficiencies greater than those provided by customary composite shingles;
    - (c) provide solar generation capabilities; and
  2. when installed:
    - (a) resemble the shingles used or otherwise authorized for use on property in the subdivision;
    - (b) are more durable than and are of equal or superior quality to the shingles described by subsection (a) above; and
    - (c) match the aesthetics of the property surrounding the owner's property.
- B. The definitions contained in the Association's dedicatory instruments are hereby incorporated herein by reference.
- C. In the event of any conflict between these provisions and any roofing material restrictions contained in any governing document of the Association, including design guidelines, policies and the Declaration, this Roofing Materials Policy controls.



**IT IS FURTHER RESOLVED** that this Roofing Materials Policy is effective upon adoption hereof, to remain in force and effect until revoked, modified or amended.

This is to certify that the foregoing resolution was adopted by the Board of Directors at a meeting of same on 11-22-11, and has not been modified, rescinded or revoked.

Name:

Carol Clapper

Title:

President

Date:

11-22-11

# **SOLAR ENERGY DEVICE GUIDELINES**

# *Duplex Owners Association* *at Woodland Estates, Inc.*

---

## Solar Energy Device Guidelines

**WHEREAS**, the Texas Legislature passed House Bill 362 which amends Chapter 202 of the Texas Property Code by adding Section 202.010 which precludes associations from adopting or enforcing a complete prohibition on solar energy devices; and

**WHEREAS**, pursuant to Section 202.010 of the Texas Property Code, the Board of Directors of Duplex Owners Association at Woodland Estates, Inc., (the "Association") is permitted to adopt certain limitations on solar energy devices.

**NOW, THEREFORE, IT IS RESOLVED**, in order to comply with Section 202.010 of the Texas Property Code, the Board of Directors hereby repeals any and all prior restrictions on solar energy devices contained in any governing document of the Association which are inconsistent with the new law, and adopts the following guidelines to govern solar energy devices.

- A. An owner may not install a solar energy device that:
1. as adjudicated by a court:
    - a. threatens the public health or safety; or
    - b. violates a law;
  2. is located on property owned or maintained by the Association;
  3. is located on property owned in common by the members of the Association;
  4. is located in an area on the owner's property other than:
    - a. on the roof of the home or of another structure allowed under a dedicatory instrument; or
    - b. in a fenced yard or patio owned and maintained by the owner;
  5. if mounted on the roof of the home:
    - a. extends higher than or beyond the roofline;
    - b. is located in an area other than an area designated by the Association, unless the alternate location increases the estimated annual energy production of the device, as determined by using a publicly available modeling tool provided by the National Renewable Energy Laboratory, by more than ten percent (10%) above the energy production of the device if located in an area designated by the Association;



- c. does not conform to the slope of the roof and has a top edge that is not parallel to the roofline; or
  - d. has a frame, a support bracket, or visible piping or wiring that is not in a silver, bronze, or black tone commonly available in the marketplace;
- 6. if located in a fenced yard or patio, is taller than the fence line;
  - 7. as installed, voids material warranties; or
  - 8. was installed without prior approval by the Association or by a committee created in a dedicatory instrument for such purposes that provides decisions within a reasonable period or within a period specified in the dedicatory instrument.
- B. The definitions contained in the Association's dedicatory instruments are hereby incorporated herein by reference.

**IT IS FURTHER RESOLVED** that this Solar Energy Device Policy is effective upon adoption hereof, to remain in force and effect until revoked, modified or amended.

This is to certify that the foregoing resolution was adopted by the Board of Directors at a meeting of same on 11-22-11, and has not been modified, rescinded or revoked.

\_\_\_\_\_  
Name: Cassal Clapper  
Title: President  
Date: 11-22-11

Electronically Recorded

Tarrant County Texas

Official Public Records

12/21/2011 10:51 AM

D211307445

*Mary Louise Garcia*  
Mary Louise Garcia

SECOND SUPPLEMENT \$116.00

TO

Submitter: ACS

CORPORATE CERTIFICATE

FOR

DUPLEX OWNERS' ASSOCIATION OF WOODLAND ESTATES, INC.

STATE OF TEXAS

§

KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF TARRANT

§

THIS SECOND SUPPLEMENT TO CORPORATE CERTIFICATE FOR DUPLEX OWNERS' ASSOCIATION OF WOODLAND ESTATES, INC. (this "Second Supplement") is made this 7<sup>th</sup> day of November, 2011, by Duplex Owners' Association of Woodland Estates, Inc. (the "Association").

WITNESSETH:

WHEREAS, Arcadia Land Partners 29, Ltd., a Texas limited partnership (the "Declarant"), prepared and recorded an instrument entitled "Declaration of Covenants, Conditions and Restrictions for Duplexes at Woodland Estates" on or about July 28, 2006, under Instrument Number D206230946, of the Deed Records of Tarrant County, Texas, as amended from time to time (the "Declaration"); and

WHEREAS, Section 202.006 of the Texas Property Code provides that a property owners' association must file each dedicatory instrument governing the association that has not been previously recorded in the real property records of the county in which the planned development is located; and

WHEREAS, on or about the 23<sup>rd</sup> day of August, 2006, the Association re-filed a Corporate Certificate of Duplex Owners' Association of Woodland Estates, Inc. as Instrument No. D206262720 of the Real Property Records of Tarrant County, Texas (the "Notice"); and

WHEREAS, on or about the 15<sup>th</sup> day of August, 2008, the Association filed a First Supplement to Corporate Certificate of Duplex Owners' Association of Woodland Estates, Inc. as Instrument No. D208320319 of the Real Property Records of Tarrant County, Texas (the "First Supplement"); and

WHEREAS, the Association desires to again supplement the Notice by recording the dedicatory instruments attached hereto as Exhibit "A" in the Real Property Records of Tarrant County, Texas, pursuant to and in accordance with Section 202.006 of the Texas Property Code.

NOW, THEREFORE, the dedicatory instruments attached hereto as Exhibit "A" are true and correct copies of the originals and are hereby filed of record in the Real Property Records of Tarrant County, Texas, in accordance with the requirements of Section 202.006 of the Texas Property Code.

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

Duplex Owners Association at  
Woodland Estates, Inc.,  
A Texas non-profit corporation

By: Carolyn Clapper  
Its: President

**ACKNOWLEDGMENT**

STATE OF TEXAS §  
COUNTY OF Tarrant §

BEFORE ME, the undersigned authority, on this day personally appeared Carolyn Clapper, President of Duplex Owners Association known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that (s)he executed the same for the purposes and consideration therein expressed on behalf of said corporation.

SUBSCRIBED AND SWORN TO BEFORE ME on this 7<sup>th</sup> day of November 2014



A. H. Griffin  
Notary Public, State of Texas

My Commission Expires: 2/3/15

**AFTER RECORDING RETURN TO:**  
Riddle & Williams, P.C.  
3811 Turtle Creek Blvd., Suite 1050  
Dallas, Texas 75219

## **EXHIBIT "A"**

- A-1 Application of Payments Policy
- A-2 Alternative Payment Plan Policy
- A-3 Document Inspection and Copying Policy
- A-4 Document Retention Policy
- A-5 Religious Item Display Guidelines
- A-6 Solar Energy Device Guidelines
- A-7 Roofing Materials Guidelines
- A-8 Rainwater Collection Device Guidelines
- A-9 Flag Display Guidelines

**FIRST SUPPLEMENT TO CORPORATE CERTIFICATE  
FOR  
DUPLEX OWNERS' ASSOCIATION OF WOODLAND ESTATES, INC.**

STATE OF TEXAS

§

KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF TARRANT

§

§

**THIS FIRST SUPPLEMENT TO CORPORATE CERTIFICATE FOR DUPLEX OWNERS' ASSOCIATION OF WOODLAND ESTATES, INC.** (this "First Supplement") is made this 31<sup>st</sup> day of July, 2008, by Duplex Owners' Association of Woodland Estates, Inc. (the "Association").

**WITNESSETH:**

**WHEREAS**, Arcadia Land Partners 29, Ltd., a Texas limited partnership (the "Declarant"), prepared and recorded an instrument entitled "Declaration of Covenants, Conditions and Restrictions for Duplexes at Woodland Estates", filed of record on July 28, 2006, under Instrument Number D206230946, of the Deed Records of Tarrant County, Texas (the "Declaration"), as amended from time to time; and

**WHEREAS**, the Association is the property owners' association created by the Declarant to manage or regulate the planned development subject to the Declaration, which development is more particularly described in the Declaration; and

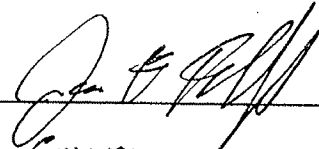
**WHEREAS**, Section 202.006 of the Texas Property Code provides that a property owners' association must file each dedicatory instrument governing the association that has not been previously recorded in the real property records of the county in which the planned development is located; and

**WHEREAS**, the Association desires to record the attached dedicatory instruments in the real property records of Tarrant County, Texas, pursuant to and in accordance with Section 202.006 of the Texas Property Code.

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

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

**DUPLEX OWNERS' ASSOCIATION OF  
WOODLAND ESTATES, INC.,  
a Texas non-profit corporation**

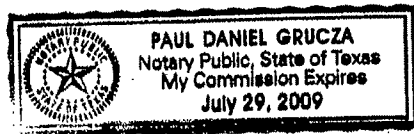
By:   
Its: SECRETARY

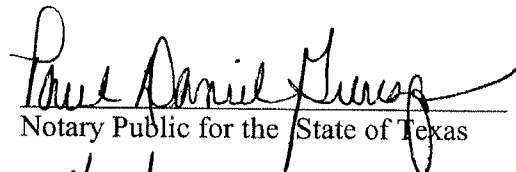
**ACKNOWLEDGMENT**

STATE OF TEXAS           §  
  §  
COUNTY OF TARRANT   §

BEFORE ME, the undersigned authority, on this day personally appeared JIM TCHOUKALEFF, SECRETARY, of Duplex Owners' Association of Woodland Estates, Inc., known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that (s)he executed the same for the purposes and consideration therein expressed on behalf of said corporation.

SUBSCRIBED AND SWORN TO BEFORE ME on this 31st day of JULY, 2008.



  
Notary Public for the State of Texas  
7/29/2009  
My Commission Expires

**AFTER RECORDING, RETURN TO:**  
Lance E. Williams, Esq.  
Riddle & Williams, P.C.  
3710 Rawlins Street, Suite 1400  
Dallas, Texas 75219

G:\Notice.ded\DuplexOAWoodlandEstates\1stSuppCorpCert.

**EXHIBIT "A"**

**DEDICATORY INSTRUMENTS**

- A-1. Covenant Enforcement and Fining Policy
- A-2. Rules Establishing Assessment Collection Procedures

**DUPLEX OWNERS' ASSOCIATION OF WOODLAND ESTATES, INC.**

**COVENANT ENFORCEMENT AND FINING POLICY**

**WHEREAS**, the Duplex Owners' Association of Woodland Estates, Inc. (the "Association") is authorized to enforce the covenants contained in the Declaration, the Bylaws, rules and regulations, guidelines and other standards (hereinafter the Declaration, Bylaws, rules and regulations, guidelines and standards are collectively referred to as the "Governing Documents") and impose fines relating to violations of the Governing Documents; and

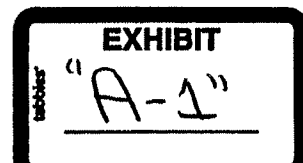
**WHEREAS**, in order to comply with the requirements of Sections 209.006 and 209.007 of the Texas Residential Property Owners Protection Act (the "Act"), the Board of Directors of the Association desires to promulgate the following policy establishing procedures for the enforcement of the restrictive covenants set forth in the Governing Documents and for the levying of fines against violating owners.

**NOW, THEREFORE, IT IS RESOLVED** that the following procedures and practices are established for the enforcement of the Governing Documents and for the elimination of violations of the Governing Documents found to exist in, on and about the Lots and Common Areas within Duplexes at Woodland Estates and the same are to be known as the "Covenant Enforcement and Fining Policy" (to be referred to herein as the "Enforcement Policy").

1. **Application.** This Enforcement Policy and the procedures herein apply to any enforcement action against an Owner except enforcement actions wherein (i) the Association files suit seeking a temporary restraining order or temporary injunctive relief, (ii) the Association is seeking unpaid assessments and is pursuing judicial or non-judicial foreclosure, (iii) the Association is pursuing a self-help remedy authorized by the Governing Documents or (iv) the Association has temporarily suspended an Owner's right to use Common Areas based upon a violation that occurred on the Common Areas and involved a significant risk of harm to others in the community.

2. **Establishment of Violation.** Any condition, use, activity or improvement which does not comply with the provisions of the Governing Documents shall constitute a "Violation" under this Policy for all purposes.

3. **Report of Violation.** The existence of a Violation will be verified by a field observation conducted by the Board or its delegate. For the purpose of this Enforcement Policy, the delegate of the Board may include Management, an officer or member of the Board, or a member of any committee established by the Board for this purpose. A timely written report shall be prepared by the field observer for each Violation which will include the following information:





- a. Identification of the nature and description of the Violation(s).
- b. Identification by street address or legal description of the Lot on which the Violation exists.
- c. Date of the verification observation and name of the person making such observation.

At the same time that the field observation report is prepared, the Board or its delegate may, but is not obligated to, forward to the Owner of the Lot in question written notice via regular first-class mail or via postcard of the discovery of a Violation(s) (the "Courtesy Notice"). The Owner will have at least ten (10) days from the date of the Courtesy Notice to correct or eliminate the Violation(s). The Board or its delegate may, in lieu of this notice, proceed immediately to the notice set forth in Paragraph 4 below.

4. **Notice of Violation.** If the Violation is not corrected or eliminated within the time period specified in the Courtesy Notice, or if the Board or its delegate deem it appropriate to proceed without the Courtesy Notice, the Association will forward to the Owner of the Lot in question written notice of the Violation(s) by regular first-class mail or personal delivery and by certified mail, return receipt requested (the "Notice of Violation"). A Notice of Violation is not required if the alleged violator received a Notice of Violation relating to a similar Violation within six (6) months of the current Violation and was given a reasonable opportunity to cure the prior Violation. A Notice of Violation is also not required in the case of an emergency or in the event the Board deems it necessary to file suit for a temporary restraining order or temporary injunctive relief. In such event, the Board may impose sanctions as authorized by this Enforcement Policy without notice to the Owner other than the Final Notice of Violation described in Paragraph 5 below. The Notice of Violation, if required, will state the following:

- a. The nature, description and location of the Violation, including any property damage caused by the Owner.
- b. A reference to the rule or provision being violated, including the authority for recovering property damages caused by the Owner.
- c. A description of the action required to cure the Violation.
- d. The proposed sanction to be imposed, including, but not limited to, the amount of any fine, the recording of a Notice of Violation or the amount claimed to be due from the owner for property damage.
- d. If the Violation is corrected or eliminated within a reasonable time after the Owner's receipt of the Notice of Violation that the sanctions will not be taken or assessed.
- e. The recipient may, on or before thirty (30) days from the receipt of the Notice of Violation, deliver to the Association a written request for a hearing.

f. If the Violation is not corrected or eliminated within the time period specified in the Notice of Violation, or if the conduct which constitutes a violation is committed again, or if a written request for a hearing is not made on or before thirty (30) days from the receipt of the Notice of Violation, that the sanctions or actions delineated in the Notice of Violation may be imposed or taken and that any attorney's fees and costs will be charged to the Owner.

g. If a hearing is timely requested and is held before a delegate of the Board, that the Owner may appeal the decision of the delegate to the Board.

5. **Final Notice of Violation.** A formal notice of the Violation and the sanction or action to be imposed or taken, including the amount of any fine or the amount of any property damage (the "Final Notice of Violation") will be sent by the Association to the Owner by regular first-class mail and by certified mail, return receipt requested, where, within the time period specified in the Notice of Violation, the Violation has not been corrected or eliminated or the Association has not timely received a written request for a hearing.

6. **Request for a Hearing.** If the Owner timely requests a hearing, the hearing shall be held before the Maintenance Committee, if any, or in executive session of the Board or its delegate affording the alleged violator a reasonable opportunity to be heard. Such hearing shall be held no later than the 30<sup>th</sup> day after the date the Board receives the Owner's request for a hearing. The notice of the hearing shall be sent no later than the 10<sup>th</sup> day before the date of the hearing. The notice requirement shall be deemed satisfied if the alleged violator appears at the meeting. The Association or the Owner may request a postponement, and, if requested, a postponement shall be granted for a period of not more than ten (10) days. Additional postponements may be granted by agreement of the Board and the Owner. The minutes of the hearing must contain proof of proper notice and a statement of the results and the amount of any fine or charge or other action to be taken. A copy of the notice, together with a statement of the date and manner of delivery, should be placed in the minutes of the hearing. The Association shall notify the Owner in writing of its action within thirty (30) days after the hearing. The Board may, but shall not be obligated to, suspend any proposed sanction if the Violation is cured within the thirty-day period. Such suspension shall not constitute a waiver of the right to sanction future violations of the same or other provisions and rules by any Owner.

7. **Appeal.** Following a hearing before a delegate of the Board, the Owner shall have the right to appeal the decision to the Board. To perfect this right, a written notice of appeal must be received by the manager, president or secretary of the Association within ten (10) days after the date of the Association's written notice to the Owner of the results of the hearing. Any hearing before the Board shall be held in the same manner as provided in Paragraph 6 for hearings before a delegate of the Board.

8. **Correction of Violation.** Where the Owner corrects or eliminates the Violation(s) prior to the imposition of any sanction, no further action will be taken (except for collection of any monies for which the Lot Owner may become liable under this Enforcement

Policy and/or the Declaration). Written notice of correction or elimination of the Violation may be obtained from the Board upon request for such notice by the Owner and upon payment of a fee for same, the amount of which is set by the Board.

9. **Corrective Action.** Notwithstanding any other provision contained herein to the contrary, where a Violation is determined or deemed determined to exist, the Board may undertake to cause the Violation to be corrected, removed or otherwise abated if the Board, in its reasonable judgment, determines the Violation may be readily corrected, removed or abated without undue expense and without breach of the peace. Where the Board decides to initiate any such action, the following will apply:

a. The Board must give the Owner and any third party that is known to the Association to be directly affected by the proposed action prior written notice of undertaking of the action.

b. The Association, and its agents and contractors, will not be liable to the Owner or any third party for trespass or any damages or costs alleged to arise by virtue of action taken under this Paragraph 9.

10. **Referral to Legal Counsel.** Where a Violation is determined or deemed determined to exist and where the Board deems it to be in the best interests of the Association to refer the Violation to legal counsel for appropriate action, the Board may do so at any time. Such legal action may include, without limitation, sending demand letters to the violating Owner, filing a notice of violation or non-compliance against the Lot in the real property records and/or seeking injunctive relief against the Owner to correct or otherwise abate the Violation. Attorney's fees and all costs incurred by the Association in enforcing the Declaration and administering this Enforcement Policy shall become the personal obligation of the Owner.

11. **Fines.** Subject to the provisions of this Enforcement Policy and/or the Governing Documents, the imposition of fines will be on the following basis:

a. In the event that the Owner has not cured the violation within thirty (30) days from the date of the Notice of Violation or has not made a timely written request for a hearing, then the Board of Directors may impose a series of fines up to the amount of \$100.00 per day against the Owner and the Lot. In the event that the Board of Directors imposes a fine against an Owner and a Lot, the Board or its delegate will send a formal notice of the imposition of a fine (the "Notice of Fine") to the Owner. The Notice of Fine will be given either by personal delivery or by certified mail, return receipt requested, at the option of the Board or its delegate. Any and all fines levied shall also become a part of the Owner's assessment obligation and a lien against the Lot.

b. If the violation is still not corrected or cured within twenty (20) days from the date of the Notice of Fine, then the Board may impose a second series of fines up to the amount of \$200.00 per day against the Owner and the Lot. In the event the Board imposes a second fine against the Owner and the Lot, it shall so notify the Owner in writing, which notice



shall be given by personal delivery or by certified mail, return receipt requested, at the option of the Board or its delegate.

c. In the event that the violation is not cured within twenty (20) days from the date of the notice of the second series of fines, the Board may impose a third series of fines up to the amount of \$500.00 per day against the Owner and the Lot. The Board shall give notice to the Owner of the imposition of the third series of fines by written notice, which notice shall be given by personal delivery or by certified mail, return receipt requested, at the option of the Board of its delegate.

d. In the event that the violation has not been cured within twenty (20) days from the date of the notice of the third series of fines, then the Board may impose a per diem fine against the Owner and the Lot in any amount deemed reasonable by the Board of Directors.

12. **Notices.** Unless otherwise provided in the Enforcement Policy, all notices required by this Enforcement Policy shall be in writing and shall be deemed to have been duly given if delivered personally and/or if sent by United States Mail, first-class postage prepaid, to the Owner at the address which the Owner has designated in writing and filed with the Secretary of the Association or, if no such address has been designated, to the address of the Lot of the Owner.

a. Where the notice is directed by personal delivery, notice shall be deemed to have been given, sent, delivered or received upon actual receipt by any person accepting delivery thereof at the address of the recipient as set forth in such notice or if no person is there, by leaving the notice taped to the front door of the residence.

b. Where the notice is placed into the care and custody of the United States Postal Service, notice shall be presumed to have been given, sent, delivered or received, as of the third (3rd) calendar day following the date of postmark of such notice bearing postage prepaid and the appropriate name and address as required herein unless otherwise shown by the recipient to have been received at a later date.

c. Where a day required for an action to be taken or a notice to be given, sent, delivered or received, as the case may be, falls on a Saturday, Sunday or United States Postal Service holiday, the required date for the action or notice will be extended to the first day following which is neither a Saturday, Sunday or United States Postal Service holiday.

d. Where the Board has actual knowledge that an enforcement action would directly affect a third party (e.g. a tenant or a neighbor) or involves a Violation by a party other than the Owner, notices required under this Enforcement Policy may be given, if possible, to such third party in addition to the Owner. Notwithstanding any notice sent to a third party, the Owner remains the party responsible for compliance with the requirements of the Declaration. The Board shall accept a response from any such third party only upon the written direction of the Owner of the Lot upon which the Violation exists.

e. Where the interests of an Owner in a Lot have been handled by a representative or agent of such Owner or where an Owner has otherwise acted so as to put the Association on notice that its interest in a Lot has been and are being handled by a representative or agent, any notice or communication from the Association pursuant to this Enforcement Policy will be deemed full and effective for all purposes if given to such representative or agent.

f. Where an Owner transfers record title to a Lot at any time during the pendency of any procedure prescribed by this Enforcement Policy, such Owner shall remain personally liable for all costs and fines under this Enforcement Policy. As soon as practical after receipt by the Association of a notice of a change in the record title to a Lot which is the subject of enforcement proceedings under this Enforcement Policy, the Board may begin enforcement proceedings against the new Owner in accordance with this Enforcement Policy. The new Owner shall be personally liable for all costs and fines under this Enforcement Policy which are the result of the new Owner's failure and/or refusal to correct or eliminate the Violation in the time and manner specified under this Enforcement Policy.

13. **Cure of Violation During Enforcement.** An Owner may correct or eliminate a Violation at any time during the pendency of any procedure prescribed by this Enforcement Policy. Upon verification by written report to the Board and sent, where appropriate, to the Board that the Violation has been corrected or eliminated, the Violation will be deemed no longer to exist. The Owner will remain liable for all costs and fines under this Enforcement Policy, which costs and fines, if not paid upon demand therefor by Management, will be referred to the Board of Directors of the Association for collection.

14. **Definitions.** The definitions contained in the Declaration and Bylaws are hereby incorporated herein by reference.

**IT IS FURTHER RESOLVED** that this Covenant Enforcement and Fining Policy is effective upon adoption hereof, to remain in force and effect until revoked, modified or amended.

This is to certify that the foregoing resolution was adopted by the Board of Directors at a meeting of same on June 30, 2008, 2008, and has not been modified, rescinded or revoked.

DATE: 07.30.08

  
\_\_\_\_\_  
Secretary

"Reminder Notice") which will include the unpaid assessments, collection fees, late charges and interest charges claimed to be due. The Reminder Notice will be sent via first-class United States mail.

5. Default Letter. If an assessment has not been paid within thirty (30) days following the Due Date (the "Delinquency Date"), the Association will send a notice (referred to as the "Default Letter") to the Owner making formal demand for payment of all outstanding amounts. The Default Letter will be sent via certified mail, return receipt requested, and via first-class United States mail and will, at a minimum, include the following information: The unpaid assessments, late charges, interest, and collection costs claimed to be due.

6. Interest and Late Charges. In the event any assessment, or any portion thereof, is not paid in full by the Delinquency Date, interest on the principal amount due may be assessed against the Owner at the lesser of ten percent (10%) or the highest lawful rate of interest per annum and shall accrue from the day after the Due Date until paid. Such interest, as and when it accrues hereunder, will become part of the assessment upon which it has accrued and, as such, will be subject to recovery in the manner provided herein for assessments.

In the event any assessment, or any portion thereof, is not paid in full by the Delinquency Date, a late charge in the amount equal to five percent (5%) of the amount due shall be assessed against the Owner and his or her Lot. Such late charge, as and when levied, will become part of the assessment upon which it has been levied and, as such, will be subject to recovery in the manner provided herein for assessments. The Board may, in its sole discretion, waive the collection of any late charge; provided, however, that the waiver of any late charge shall not constitute a waiver of the Board's right to collect any future assessments or late charges.

7. Handling Charges and Return Check Fees. In order to recoup for the Association the costs incurred because of the additional administrative expenses associated with collecting delinquent assessments, collection of the following fees and charges are part of this Policy:

a. Any handling charges, administrative fees, collection costs, postage or other expenses incurred by the Association in connection with the collection of any assessment or related amount owing beyond the Delinquency Date for such assessment will become due and owing by the Delinquent Owner.

b. A charge of \$25.00 per item will become due and payable for any check tendered to the Association which is dishonored by the drawee of such check, the charge being in addition to any other fee or charge which the Association is entitled to recover from an Owner in connection with collection of assessments owing with respect to such Owner's Lot.

c. Any fee or charge becoming due and payable pursuant to this Paragraph 7 will be added to the amount then outstanding and is collectible to the same extent and in the same manner as the assessment, the delinquency of which gave rise to the incurrence of such charge, fee or expense.

8. Ownership Records. All collection notices and communications will be directed to those persons shown by the records of the Association as being the Owner of a Lot for which assessments are due and will be sent to the most recent address of such Owner solely as reflected by the records of the Association. Any notice or communication directed to a person at an address, in both cases reflected by the records of the Association as being the Owner and address for a given Lot, will be valid and effective for all purposes pursuant to the Declaration and this Policy until such time as there is actual receipt by the Association of written notification from the Owner of any change in the identity or status of such Owner or its address or both.

9. Notification of Owner's Representative. Where the interests of an Owner in a Lot have been handled by a representative or agent of such Owner or where an Owner has otherwise acted so as to put the Association on notice that its interests in a Lot have been and are being handled by a representative or agent, any notice or communication from the Association pursuant to this Policy will be deemed full and effective for all purposes if given to such representative or agent.

10. Referral to Legal Counsel. If an Owner remains delinquent in the payment of assessments and related costs for more than thirty (30) days after the sending of the Default Letter (as provided for above), Management, on behalf of the Board, or the Board may, as soon as possible thereafter, refer the delinquency to the legal counsel for the Association for the legal action as required by this Policy. Any attorney's fees and related charges incurred by virtue of legal action taken will become part of the assessment obligation and may be collected as such as provided herein.

11. Legal Action. Legal counsel for the Association will take the following actions with regard to delinquencies referred to it upon legal counsel's receipt of a written request by Management and/or the Board to take a specific collection action:

a. Notice Letter. As the initial correspondence to a Delinquent Owner, counsel will send a demand letter (the "Notice Letter") to the Owner advising the Owner of the Association's claim for all outstanding assessments and related charges, adding to the charges the attorney's fees and costs incurred for counsel's services. The Notice Letter will inform the Owner that the Owner may dispute the validity of the amounts owing, in writing, within thirty (30) days of the Owner's receipt of the Notice Letter. If the amounts owing are disputed, Management and/or Legal Counsel will provide verification of the amounts claimed to be due.

b. Title Search. If a Delinquent Owner fails to pay the amounts set forth in the initial Notice Letter sent by counsel or fails to dispute the amounts within the allotted thirty (30) day period, counsel will, upon direction from the Board and/or Management, order a search of the land records to verify current ownership of the Lot on which the delinquency exists. If the title report indicates that the Current Owner is other than the Delinquent Owner, counsel will communicate that fact to the Association. A determination will then be made by the Board whether to pursue collection of the unpaid assessments from the Delinquent Owner or the Current Owner or both. Based on that determination, the Board and/or Management will direct counsel to proceed according to this Policy. Where the title report confirms that the Current Owner is the Delinquent Owner, the Association, Management and counsel will likewise proceed according to this Policy.

c. Notice of Lien. Where the Board has determined that foreclosure of the Association's assessment lien is to be pursued, if an Owner fails to pay in full all amounts indicated by the Notice Letter by the date specified or fails to dispute the debt within the allotted thirty (30) day period, counsel, upon being requested to do so by the Board and/or Management, will cause to be prepared, executed by a duly authorized agent of the Association, and recorded in the Real Property Records of Tarrant County, a written notice of lien (referred to as the "Notice of Lien") setting forth therein the amount of the unpaid indebtedness, the name of the Owner of the Lot covered by such lien and a description of the Lot covered by the lien. A copy of the Notice of Lien will be sent to the Owner contemporaneously with the filing of same with the County Clerk's office, together with an additional demand for payment in full of all amounts then outstanding, within thirty (30) days of the date of the transmittal to the Owner of the Notice of Lien.

d. Non-judicial foreclosure. When the Board has directed that the collection action to be taken is non-judicial foreclosure of the assessment lien, upon the expiration of the time period given in the demand letter accompanying the Notice of Lien, the continued delinquency of unpaid assessments owing will be reported to the Board by Management. As soon as practical thereafter, the Board and/or Management will direct counsel to initiate non-judicial foreclosure of the Lot, pursuant to Texas law. In any foreclosure proceedings, the Owner shall be required to pay the costs and expenses of such proceedings, including reasonable attorney's fees. The Association shall have the power to bid on the Owner's Lot and improvements at foreclosure and to acquire, hold, lease, mortgage, convey or otherwise deal with the same. The Association may institute a personal judgment suit against the former Owner for any deficiency resulting from the Association's foreclosure of its assessment lien.

e. Judicial Foreclosure/Personal Judgment. When the Board has directed that the collection action to be taken is a suit for personal judgment against the Owner and/or foreclosure of the assessment lien, upon the expiration of the time period given in the demand letter accompanying the Notice of Lien, the continued delinquency of unpaid assessments owing will be reported to the Board by Management. As soon as practical thereafter, the Board and/or Management will direct counsel to initiate legal proceedings in a court of competent jurisdiction seeking foreclosure of the assessment lien and/or recovery of a personal judgment against the Current Owner and, where different, the Delinquent Owner, or from the Current Owner only, for all amounts owing arising from the unpaid assessments and the collection thereof, including all attorney's fees and costs.

12. Lock Boxes. The Association may establish a lock box for the receipt of assessment payments. Payments made to the lock box are deposited in the Association's bank account without regard to communications or other notices enclosed with or stated on the payment. Any notice or communication (including, without limitation, a dispute of the debt) enclosed with or stated on the payment to the lock box will be ineffective and not binding on the Association. The Association may also establish an automatic debit program and an on-line payment system for payment of assessments. Any dispute of an assessment or related charge, any proposed tender of an amount less than the entire amount claimed to be due which is intended to satisfy the Owner's debt in full, or any change in the identity, status or address of an Owner, must be in writing, sent to and received by Management at its corporate office.



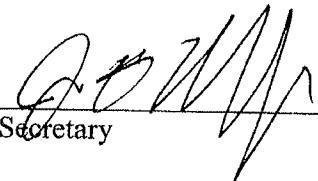
13. Compromise of Assessment Obligations. In order to expedite the handling of collection of delinquent assessments owed to the Association, the Board may, at any time, compromise or waive the payment of any assessment, interest, late charge, handling charge, collection cost, legal fee or any other applicable charge. The Association may, at its option, notify the Internal Revenue Service of the waiver or forgiveness of any assessment obligation.

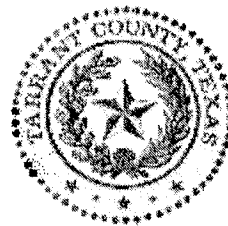
14. Credit Bureaus. The Association may also notify any credit bureau of an Owner's delinquency. The Association will notify the Owner that it has filed such a report and will comply with any local, state, or federal laws in connection with the filing of such report.

**IT IS FURTHER RESOLVED** that this Policy replaces and supersedes in all respects all prior policies and resolutions with respect to the collection of assessments by the Association and is effective upon adoption hereof, to remain in force and effect until revoked, modified or amended; however, in the event any Texas or federal statute is adopted which conflicts with this Policy, such statute will control.

This is to certify that the foregoing resolution was adopted by the Board of Directors at a meeting of same on July 30<sup>th</sup> 2008, and has not been modified, rescinded or revoked.

DATE: 7.30.08

  
Secretary



LANCE E WILLIAMS  
RIDDLE & WILLIAMS P C  
3710 RAWLINS ST # 1400  
DALLAS TX 75219  
Submitter: RIDDLE & WILLIAMS PC

---

SUZANNE HENDERSON  
TARRANT COUNTY CLERK  
TARRANT COUNTY COURTHOUSE  
100 WEST WEATHERFORD  
FORT WORTH, TX 76196-0401

**DO NOT DESTROY**  
**WARNING - THIS IS PART OF THE OFFICIAL RECORD.**

Filed For Registration: 08/15/2008 09:15 AM  
Instrument #: D208320319  
OPR 15 PGS \$68.00

By: \_\_\_\_\_



**D208320319**

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

Printed by: CA

*Duplex OA of  
Woodland Est, Inc.  
1st Supp Corp. Cert.*

**OTHER  
PERTINENT  
INFORMATION**

CORRECT 9/0

**AMENDED AND RESTATED COST SHARING AGREEMENT  
FOR WOODLAND ESTATES COMMUNITIES**

FILED  
2007 AUG 16 PM 12:4

THIS AMENDED AND RESTATED COST SHARING AGREEMENT (the "Agreement") is made and entered into by and between HOMEOWNERS' ASSOCIATION OF WOODLAND ESTATES, INC. (the "HOA"), a Texas non-profit corporation, and the DUPLEX OWNERS' ASSOCIATION OF WOODLAND ESTATES, INC. (the "DOA"), a Texas non-profit corporation (hereinafter referred to individually as an "Association" or collectively as the "Associations").

RECITALS

- A. Effective as of July 20, 2007, HOA and DOA entered into that certain Cost Sharing Agreement for Woodland Estates Communities (the "Prior Agreement") for the allocating of costs described therein. The parties have determined that a typographical error was made in the allocation of such costs and desire to correct such error by amending and restating the Prior Agreement.
- B. The HOA was formed for the maintenance, management, preservation, care and control of the common areas and related improvements provided in the single-family residential area of Woodland Estates, a residential subdivision situated in the City of Mansfield, County of Tarrant, State of Texas (the "SF Property"), described on Exhibit A attached hereto and incorporated herein by reference, as further described in that certain Declaration of Covenants, Conditions and Restrictions for Woodland Estates dated March 15, 2006, recorded under Clerk's File No. D206080392, as amended by that certain First Amendment to Declaration of Covenants, Conditions and Restrictions for Woodland Estates dated February 7, 2007, recorded under Clerk's File No. D207090374, in the Real Property Records of Tarrant County, Texas (as amended, the "SF Declaration"), with the defined terms and conditions of the SF Declaration being incorporated herein by reference for all purposes.
- C. The DOA was formed for the maintenance, management, preservation, care and control of the common areas and related improvements provided in the duplex residential area of Woodland Estates, a residential subdivision situated in the City of Mansfield, County of Tarrant, State of Texas (the "Duplex Property") described on Exhibit B attached hereto and incorporated herein by reference, as further described in that certain Declaration of Covenants, Conditions and Restrictions for Duplexes at Woodland Estates dated July 27, 2006, recorded under Clerk's File No. 0206230946, in the Real Property Records of Tarrant County, Texas (the "Duplex Declaration"), with the defined terms and conditions of the Duplex Declaration being incorporated herein by reference for all purposes.
- D. The Board of each of the Associations has determined that certain expenses of maintaining the Common Maintenance Areas in the SF Property and the Duplex Property will be more cost effective for both Associations if they are managed and maintained under single agreements or contracts covering all such areas and the costs of such

contracts are then allocated to and paid by the Associations on a prorata basis, with the HOA to bear 45% of such costs and the DOA to bear 55% of such costs, and the Associations desire to document their agreements on such cost sharing by the execution of this Agreement.

- E. The parties will amend, replace and supercede the Prior Agreement dated July 20, 2007, recorded under Clerk's File No. D207259226, in the Real Property Records of Tarrant County, Texas in all respects by the execution of this Agreement.

Now, therefore, in consideration of the sum of \$10,000 and other good and valuable consideration paid by each party to the other, the receipt and sufficiency of which is hereby acknowledged by all parties, HOA and DOA hereby amend and replace the Prior Agreement in all respects by the execution of this Agreement and agree as follows:

1. Cost Sharing. The Board of the HOA and the Board of the DOA shall manage, operate, and/or maintain the Common Maintenance Areas of both Associations under a single contract or agreement by a particular supplier, vendor, contractor or other entity (hereinafter referred to as a "Shared Contract"). The costs and expenses under each such Shared Contract shall be paid 45% by the HOA (the "HOA Percentage") and 55% by the DOA (the "DOA Percentage"). Each Association shall pay its applicable percentage of the costs for such Shared Contract within thirty (30) days following receipt of an invoice for such charges. If an Association (the "Delinquent Association") does not pay its applicable percentage of the required costs under any Shared Contract, and such failure continues for ten (10) days following receipt of written notice of such failure from the other Association, the Association that is not delinquent on its obligations under such Shared Contract has the right, but not the obligation, to pay the accrued charges of the Delinquent Association under such Shared Contract and recover from the Delinquent Association the amounts actually paid by such Association, together with interest on such at the rate equal to the lesser of eighteen percent (18%) per annum, or the maximum nonusurious rate permitted on such delinquent amounts by applicable law.

2. Remedies. If either Association should default in its duties or obligations hereunder, the Association that is not in default shall have the right to pursue all available remedies, at law or in equity, against the Association that is in default. Further, should litigation be required, the prevailing party in such litigation shall be entitled to recover its costs, expenses and reasonable attorneys' fees.

3. Notices. All notices required or permitted hereunder shall be in writing, and shall be deemed to be effective on the earlier of the following: (i) hand delivery thereof to the addressee, (ii) three (3) days following deposit of such notice in a regularly maintained receptacle for the United States mail, postage prepaid, sent by certified or registered mail, return receipt requested, or (iii) delivery by facsimile or other form of electronic transmission, with electronic verification of delivery thereof. All notices shall be sent to the following addresses, unless such addresses for either party is changed by notice given in accordance with the terms hereof:

If to the HOA: Homeowner's Association of Woodland Estates, Inc.  
3500 Maple Avenue, Suite 1165

Dallas, Texas 75219

If to the DOA: Duplex Owner's Association of Woodland Estates, Inc.  
3500 Maple Avenue, Suite 1165  
Dallas, Texas 75219

4. Construction. Both parties have participated equally in the drafting of this Agreement, so in the event of any construction or interpretation of any term or condition hereof, such construction shall not be deemed to favor either party hereto.

5. Binding Effect; Authority. This Agreement shall be binding on all parties hereto and their respective successors and permitted assigns. Each Association represents and warrants to the other that it has received all necessary consents or approvals for the execution of this Agreement, and this Agreement constitutes the binding and enforceable action of each Association, enforceable in accordance with its terms.


6. Duration of Agreement. This Agreement shall remain in effect until terminated by mutual agreement of the HOA and the DOA; provided, however, no termination shall be effective as to any Shared Contracts entered into during the term hereof.

7. Assignment. Neither Association shall have any right to assign or transfer its duties or obligations hereunder without the prior written consent and approval to such assignment or transfer by the other Association.

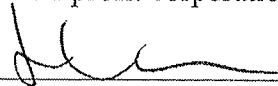
8. Applicable Law. This Agreement shall be interpreted and construed in accordance with the laws of the State of Texas.

EXECUTED to be effective as of (though not necessarily executed on) this 20th day of July, 2007.

THE HOMEOWNERS' ASSOCIATION OF  
WOODLAND ESTATES, INC.  
a Texas non-profit corporation

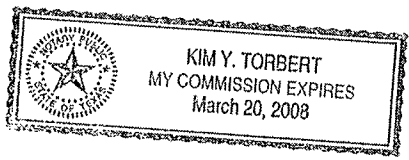
By:   
Title: DIRECTOR

DUPLEX OWNERS' ASSOCIATION OF  
WOODLAND ESTATES, INC.  
a Texas non-profit corporation

By:   
Title: DIRECTOR

STATE OF TEXAS :  
:  
COUNTY OF DALLAS :

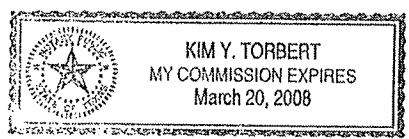
This instrument was acknowledged before me on the 15<sup>th</sup> day of August, 2007, by James E. Schonkalf the Director of the HOMEOWNERS' ASSOCIATION OF WOODLAND ESTATES, INC., a Texas non-profit corporation, on behalf of such corporation.



Kim Y. Torbert  
Notary Public in and for the State of Texas

STATE OF TEXAS :  
:  
COUNTY OF DALLAS :

This instrument was acknowledged before me on the 15<sup>th</sup> day of August, 2007, by John Hodge, the Director of the DUPLEX OWNERS' ASSOCIATION OF WOODLAND ESTATES, INC., a Texas non-profit corporation, on behalf of such corporation.



Kim Y. Torbert  
Notary Public in and for the State of Texas

## EXHIBIT "A"

Being 64.720 acres of land located in the Esquire Hendricks Survey, Abstract No. 659, the William H. Herrall, Abstract No. 724, and the James McDonald Survey, Abstract No. 997, Tarrant County, Texas, being portions of the tracts of land described in the deed to Peyco Family, Ltd., recorded in Volume 10897, Page 2138, Deed Records, Tarrant County, Texas.

BEGINNING at an 1/2" iron rod stamped Wier & Assoc. found at the Northwest corner of the described 103.3977 acre tract of land recorded in the deed to Peyco Family, Ltd., Volume 10897, Page 2138, Deed Records, Tarrant County, Texas, and being the Northwest corner of said Herrall Survey according to the description of said 103.3977 acre tract of land;

THENCE S 89° 11' 11" E, a distance of 73.73 feet to an 1/2" iron rod found at the Northwest corner of a tract of land described in the deed to Kula Amos, Inc., recorded in Volume 12252, Page 1502, Deed records, Tarrant County, Texas, said iron rod being the Southwest corner of The Woodlands an addition to the City of Mansfield, Tarrant County, Texas according to the plat recorded in Volume 388-162, page 94, Plat Records, Tarrant County, Texas;

THENCE along the West, South and East lines of said Kula Amos tract as follows:

1. S 31° 23' 24" E, a distance of 243.89 feet to an 1/2" iron rod found at the Southwest corner of said Kula Amos tract;
2. S 89° 56' 55" E, a distance of 562.45 feet to an 1/2" iron rod stamped BEASLEY RPLS No. 4050 set;
3. N 01° 11' 55" W, a distance of 210.00 feet to an 1/2" iron rod stamped BEASLEY RPLS No. 4050 set from which an 1/2" iron rod stamped Wier & Assoc. found bears N 15° 52' 36" W 2.21 feet;

THENCE S 89° 56' 14" E, a distance of 637.00 feet to an 1/2" iron rod found;

THENCE N 89° 58' 33" E, a distance of 1,891.47 feet to a point from which an 1/2" iron rod stamped Wier & Assoc. found bears N 89° 58' 33" E 1.48 feet and an 1/2" iron rod found at the Northwest corner of a tract of land described in the deed to Sandra Lee Johnson recorded in Volume 7937, Page 525, Deed Records, Tarrant County, Texas bearing N 00° 41' 03" E 0.83 feet;

THENCE S 00° 41' 03" W, a distance of 400.45 feet to an 1/2" iron rod stamped BEASLEY RPLS No. 4050 set;

THENCE N 89° 57' 15" W, a distance of 128.47 feet to an 1/2" iron rod stamped BEASLEY RPLS No. 4050 set;

THENCE S 00° 02' 45" W, a distance of 29.26 feet to an 1/2" iron rod stamped BEASLEY RPLS No. 4050 set;

THENCE Southeasterly, 50.42 feet along a non tangent curve to the right having a radius of 60.00 feet, a central angle of 48° 08' 38" and a chord bearing S 24° 04' 19" E, 48.95 feet to a point; thence continue Southwesterly along said curve through a central angle of 90° 00' 00", a distance of 94.25 feet to a point; thence continue Northwesterly along said curve through a central angle of 48° 14' 08", a distance of 50.51 feet to an 1/2" iron rod stamped BEASLEY RPLS No. 4050 set;

THENCE N 89° 57' 15" W, a distance of 432.15 feet to an 1/2" iron rod stamped BEASLEY RPLS No. 4050 set;

THENCE S 00° 02' 45" W, a distance of 113.30 feet to an 1/2" iron rod stamped BEASLEY RPLS No. 4050 set;

THENCE S 78° 22' 07" W, a distance of 106.42 feet to an 1/2" iron rod stamped BEASLEY RPLS No. 4050 set;

THENCE S 81° 11' 01" W, a distance of 453.91 feet to an 1/2" iron rod stamped BEASLEY RPLS No. 4050 set;

THENCE S 61° 06' 54" W, a distance of 209.07 feet to an 1/2" iron rod stamped BEASLEY RPLS No. 4050 set;

---



THENCE Southwesterly, 219.10 feet, along a curve to the left, having a radius of 430.00 feet, a central angle of 29° 11' 40" and a chord bearing S 46° 31' 04" W 216.74 feet to an 1/2" iron rod stamped BEASLEY RPLS No. 4050 set;

THENCE S 31° 55' 14" W, a distance of 349.79 feet to an 1/2" iron rod stamped BEASLEY RPLS No. 4050 set;

THENCE Southwesterly, 52.49 feet, along a curve to the left, having a radius of 830.00 feet, a central angle of 03° 37' 24" and a chord bearing S 30° 06' 32" W 52.48 feet to an 1/2" iron rod stamped BEASLEY RPLS No. 4050 set;

THENCE S 28° 17' 50" W, a distance of 198.32 feet to an 1/2" iron rod stamped BEASLEY RPLS No. 4050 set;

THENCE N 61° 42' 10" W, a distance of 89.92 feet to an 1/2" iron rod stamped BEASLEY RPLS No. 4050 set;

THENCE S 28° 17' 28" W, a distance of 194.68 feet to an 1/2" iron rod stamped BEASLEY RPLS No. 4050 set;

THENCE N 61° 45' 34" W, a distance of 478.49 feet to an 1/2" iron rod stamped BEASLEY RPLS No. 4050 set at the East corner of the First Parcel described in the deed to Tarrant County Water Control and Improvement District Number One recorded in Volume 4665, Page 680, Deed Records, Tarrant County, Texas;

THENCE N 61° 42' 28" W, a distance of 576.80 feet along the Northeast line of said First Parcel to a point in the Southeast line of a tract of land described in the deed to Mansfield Independent School District recorded in Volume 16237, Page 122, Deed Records, Tarrant County, Texas;

THENCE along the Southeast and Northeast lines of said Mansfield Independent School District tract as follows;

1. N 28° 17' 37" E, a distance of 167.73 feet to a 5/8" iron rod found;

2. Northeasterly, 145.24 feet, along a curve to the left, having a radius of 725.00 feet, a central angle of 11° 28' 42" and a chord bearing N 22° 33' 16" E 145.00 feet to a 5/8" iron rod found;

3. N 16° 48' 55" E, a distance of 125.00 feet to an 1/2" iron rod stamped Wier & Assoc found;

4. Northerly, 162.86 feet along a non tangent curve to the right, having a radius of 1,275.00 feet, a central angle of 07° 19' 07" and a chord bearing N 20° 28' 28" E, 162.75 feet to an 1/2" iron rod stamped Wier & Assoc. found;

5. N 81° 16' 42" W, a distance of 166.80 feet to an 1/2" iron rod stamped Wier & Assoc. found;

6. Northwesterly, 443.94 feet along a non tangent curve to the right, having a radius of 510.00 feet, a central angle of 49° 52' 29" and a chord bearing N 56° 20' 27" W, 430.06 feet to an 1/2" iron rod stamped Wier & Assoc. found;

7. N 31° 24' 11" W, a distance of 300.44 feet to an 1/2" iron rod stamped Wier & Assoc. found at the North corner of said Mansfield Independent School District tract;

THENCE N 59° 38' 08" E, a distance of 58.70 feet to an 1/2" iron rod found;

THENCE N 59° 54' 12" E, a distance of 59.24 feet to an 1/2" iron rod found;

THENCE S 31° 00' 30" E, a distance of 22.43 feet to the point of beginning, containing 64.720 acres of land.

---

## EXHIBIT "B"

BEING 39.882 acres of land located in the James McDonald Survey, Abstract No. 997, Tarrant County, Texas, being portions of the tracts of land described in the deed to Peyco Family, Ltd., recorded in Volume 10897, Page 2138, Deed Records, Tarrant County, Texas. Said 39.882 acres of land being more particularly described as follows:

BEGINNING at a fence post found at the North corner of a tract of land described in the deed to Marcia L. Leonard recorded in Volume 10470, Page 2288, Deed Records, Tarrant County, Texas;

THENCE South 69° 39' 37" West, a distance of 1,321.28 feet along the Northwest line of said Leonard tract to a cross tie fence post at the West corner of said Leonard tract;

THENCE North 30° 54' 18" West, a distance of 443.09 feet to a point;

THENCE South 58° 55' 05" West, at a distance of 3.41 feet passing an 1/2" iron rod found at the North corner of a tract of land described in the deed to William L. Guat recorded in Volume 7226, Page 759, Deed Records, TARRANT County, Texas, in all continuing along the Northwest line of said Guat tract a distance of 217.68 feet to an 1/2" iron rod found at the West corner of said Guat tract;

THENCE North 42° 04' 50" West, a distance of 66.94 feet to an 1/2" iron rod at the South corner of a 0.49 acre tract of land described in the deed to William Rex Morgan and wife, Jane Clare Morgan recorded in Volume 6435, Page 571, Deed Records, TARRANT County, Texas;

THENCE North 46° 27' 13" East, along the Southeast line of said Morgan tract at a distance of 232.20 feet passing an 1-1/2" iron rod found at the East corner of said Morgan tract in all a distance of 236.38 feet to a point;

THENCE North 30° 54' 18" West, a distance of 1,037.33 feet to an 1/2" iron rod found at the South corner of a tract of land described in the deed to Larry Joseph Louwagie and wife, Virginia Lee Louwagie recorded in Volume 12684, Page 756, Deed Records, TARRANT County, Texas;

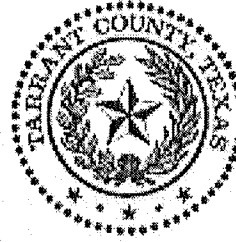
THENCE North 59° 59' 31" East, a distance of 355.09 feet along the Southeast line of said Louwagie tract to a 1/2" iron rod found at the East corner of said Louwagie tract;

THENCE North 58° 47' 07" East, a distance of 265.26 feet to a 5/8" iron rod found at the West corner of the First Parcel described in said deed to Tarrant County Water Control and Improvement District No. One recorded in Volume 4665, Page 680, from which a Tarrant County Water Control and Improvement District monument bears North 46° 09' 54" West 3.94 feet;

THENCE South 61° 42' 28" East, a distance of 1,367.92 feet along the Southwest line of said First Parcel to an 1/2" iron rod stamped Beasley RPLS No. 4050 set at the South corner of said First Parcel;

THENCE South 30° 54' 18" East, a distance of 454.16 feet to the POINT OF BEGINNING, CONTAINING 39.882 acres of land.

---



CLEMENTS ALLEN WOODS MARGOLIS  
15303 DALLAS PKWY 1050

ADDISON TX 75001

Submitter: CLEMENTS ALLEN WOODS MARGOLIS

---

SUZANNE HENDERSON  
TARRANT COUNTY CLERK  
TARRANT COUNTY COURTHOUSE  
100 WEST WEATHERFORD  
FORT WORTH, TX 76196-0401

**DO NOT DESTROY**  
**WARNING - THIS IS PART OF THE OFFICIAL RECORD.**

Filed For Registration: 08/16/2007 12:50 PM  
Instrument #: D207290473  
A 8 PGS \$40.00

By: \_\_\_\_\_



**D207290473**

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

*Mary Louise Garcia*

**NOTICE OF TERMINATION OF AMENDED AND RESTATED COST SHARING AGREEMENT FOR WOODLAND ESTATES COMMUNITIES**

STATE OF TEXAS §  
COUNTY OF TARRANT §

**KNOW ALL MEN BY THESE PRESENTS:**

**THIS NOTICE OF TERMINATION OF AMENDED AND RESTATED COST SHARING AGREEMENT FOR WOODLAND ESTATES COMMUNITIES** (this "Notice") is made as of the \_\_\_ day of August, 2011 (the "Effective Date"), by The Homeowners' Association of Woodland Estates, Inc., a Texas non-profit corporation (the "HOA") and the Duplex Owners' Association of Woodland Estates, Inc., a Texas non-profit corporation (the "DOA").

**WITNESSETH:**

**WHEREAS**, the HOA is the property owners association responsible for the management and maintenance of common areas located within the single-family residential portion of the planned development known as Woodland Estates located in the City of Mansfield, Tarrant County, Texas (the "SF Property"); and

**WHEREAS**, the DOA is the property owners association responsible for the management and maintenance of common areas located within the duplex residential portion of the planned development known as Woodland Estates located in the City of Mansfield, Tarrant County, Texas (the "Duplex Property"); and

**WHEREAS**, the HOA and the DOA entered into that certain Amended and Restated Cost Sharing Agreement for Woodland Estates Communities, effective July 20, 2007, and recorded under Instrument Number D207290473 of the Deed Records of Tarrant County, Texas (the "Agreement"); and

**WHEREAS**, the Agreement provides for, among other things, the sharing of costs for the maintenance of certain common areas located within the SF Property and the Duplex Property; and

**WHEREAS**, Paragraph 6 of the Agreement provides that the Agreement will remain in effect until terminated by mutual agreement of the HOA and the DOA; provided that a termination will not affect any Shared Contracts (as defined in the Agreement) entered into during the term of the Agreement; and

**WHEREAS**, the HOA and the DOA each desire to terminate the Agreement and to release each other from any and all obligations which may arise under the Agreement from and after the Effective Date of this Notice; and

**WHEREAS**, the HOA and DOA acknowledge and agree that from and after the termination of the Agreement, each Party shall be responsible for the maintenance of the common areas located

within their respective property; and

WHEREAS, there are no Shared Contracts as of the Effective Date of this Notice.

NOW, THEREFORE, the HOA and the DOA, in accordance with the requirements of Paragraph 6 of the Agreement, do hereby TERMINATE the Agreement as of the Effective Date of this Notice, and do hereby release each other from any and all obligations pursuant to the Agreement which may arise from and after the Effective Date of this Notice. In addition, the HOA and the DOA hereby acknowledge and agree that as of the Effective Date of this Notice, the HOA shall be solely responsible for the maintenance of the common area located within the SF Property, and the DOA shall be solely responsible for the maintenance of the common area located within the Duplex Property.

IN WITNESS WHEREOF, the HOA and DOA have caused this Notice to be executed by their respective duly authorized agents as of the date first above written.

THE HOMEOWNERS' ASSOCIATION OF  
WOODLAND ESTATES, INC.,  
a Texas non-profit corporation

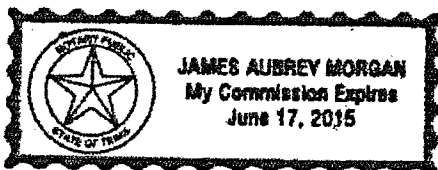
By: Carolyn Clapper  
Printed Name: CAROLYN CLAPPER  
Its: President MICHAEL WILLIAMS  
Vice President

**ACKNOWLEDGMENT**

STATE OF TEXAS §  
  §  
COUNTY OF TARRANT §

BEFORE ME, the undersigned authority, on this day personally appeared Carolyn Clapper and Michael Williams, President of The Homeowners' Association of Woodland Estates, Inc., known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that (s)he executed the same for the purposes and consideration therein expressed on behalf of said corporation.

SUBSCRIBED AND SWORN TO BEFORE ME on this 21 day of September, 2011.



James Aubrey Morgan  
Notary Public for the State of Texas  
June 17, 2015  
My Commission Expires

DUPLEX OWNERS' ASSOCIATION OF  
WOODLAND ESTATES, INC.,  
a Texas non-profit corporation

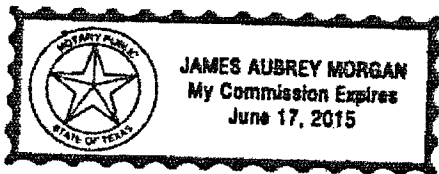
By: Carolyn Clapper Michael Williams  
Printed Name: CARDYN CLAPPER, MICHAEL WILLIAMS  
Its: President Vice President

**ACKNOWLEDGMENT**

STATE OF TEXAS §  
§  
COUNTY OF TARRANT §

BEFORE ME, the undersigned authority, on this day personally appeared Carolyn Clapper and Michael Williams, President of Duplex Owners' Association of Woodland Estates, Inc., known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that (s)he executed the same for the purposes and consideration therein expressed on behalf of said corporation.

SUBSCRIBED AND SWORN TO BEFORE ME on this 21 day of September, 2011.



James Aubrey Morgan  
Notary Public for the State of Texas  
June 17 2015  
My Commission Expires

**AFTER RECORDING, RETURN TO:**

Lance E. Williams, Esq.  
Riddle & Williams, P.C.  
3710 Rawlins Street, Suite 1400  
Dallas, Texas 75219