

AFTER RECORDING, PLEASE RETURN TO:

Judd A. Austin, Jr.
Henry Oddo Austin & Fletcher, P.C.
3850 Bank One Center
1717 Main Street
Dallas, Texas 75201

1639478
12/17/01 2988138 \$103.00
Deed

**CERTIFICATE AND MEMORANDUM OF RECORDING
OF ASSOCIATION DOCUMENTS FOR ADDISON PLACE
HOMEOWNERS' ASSOCIATION, INC.**

STATE OF TEXAS §
 §
COUNTY OF DALLAS §

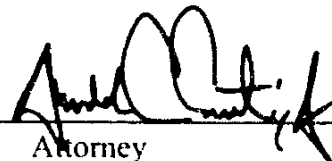
The undersigned, as attorney for the Addison Place Homeowners' Association, Inc., for the purpose of complying with Section 202.006 of the Texas Property Code and to provide public notice of the following instruments affecting the owners of property described on Exhibit B attached hereto, hereby states that the documents attached hereto are true and correct copies of the following:

- (a) Bylaws of Addison Place Homeowners' Association, Inc (Exhibit "A-1");
- (b) Rules and Regulations for Addison Place Residents (Exhibit "A-2"); and
- (c) Architectural Standards, Rules and Regulations for Addison Place (Exhibit "A-3).

All persons or entities holding an interest in and to any portion of property described on Exhibit B attached hereto are subject to the foregoing documents.

IN WITNESS WHEREOF, the Addison Place Homeowners' Association, Inc. has caused this Certificate and Memorandum of Recording of Association Documents to be effective as of December 7, 2001.

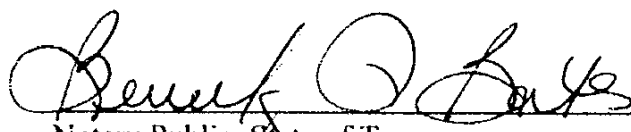
ADDISON PLACE HOMEOWNERS'
ASSOCIATION, INC.

By: 
Its: Attorney

STATE OF TEXAS §
 §
COUNTY OF DALLAS §

BEFORE ME, the undersigned Notary Public, on this day personally appeared Judd A. Austin, Jr., attorney for Addison Place Homeowners' Association, Inc., known to me to be the person whose name is subscribed on the foregoing instrument and acknowledged to me that he executed the same for the purposes therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND AFFIRMED SEAL OF OFFICE on this 7th day of December, 2001.


Notary Public, State of Texas

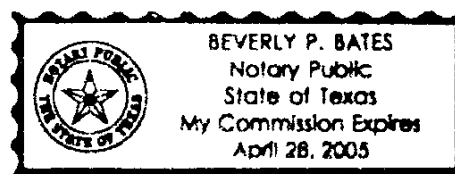


TABLE OF CONTENTS
FOR BYLAWS OF
ADDISON PLACE HOMEOWNERS' ASSOCIATION, INC.
(A Texas Non-Profit Corporation)

	Page
ARTICLE I - PURPOSE AND PARTIES	
1.1 - PURPOSE OF BYLAWS	1
1.2 - PARTIES TO BYLAWS	1
1.3 - DEFINITIONS	1
ARTICLE II - GENERAL PLAN OF ASSOCIATION	
2.1 - ASSOCIATION	2
2.2 - NON-PROFIT PURPOSE	2
2.3 - POWERS AND DUTIES	2
2.4 - REGISTERED OFFICE AND AGENT	2
ARTICLE III - MEETINGS OF THE ASSOCIATION	
3.1 - ANNUAL MEETINGS	3
3.2 - SPECIAL MEETINGS	3
3.3 - PLACE OF MEETINGS	3
3.4 - NOTICE OF MEETINGS	3
3.5 - QUORUM	4
3.6 - LACK OF QUORUM	4
3.7 - VOTES	4
3.8 - PROXIES	5
3.9 - CONDUCT OF MEETINGS	5
3.10 - VOTING BY MAIL	6
ARTICLE IV - BOARD OF DIRECTORS	
4.1 - NUMBER AND TERM	6
4.2 - QUALIFICATION	6
4.3 - ELECTION OF DIRECTORS	7
4.4 - REMOVAL OF DIRECTORS	7
4.5 - VACANCIES	7
4.6 - COMPENSATION	8
4.7 - MEETINGS OF THE BOARD	8
4.8 - BONDS	9
4.9 - POWERS AND DUTIES	9

EXHIBIT "A-1"

2001244 08104

TABLE OF CONTENTS (Cont'd)

	Page
ARTICLE V - OFFICERS	
5.1 - DESIGNATION	12
5.2 - ELECTION OF OFFICERS	12
5.3 - PRESIDENT	12
5.4 - VICE-PRESIDENT	13
5.5 - SECRETARY	13
5.6 - TREASURER	13
5.7 - COMPENSATION OF OFFICERS	13
5.8 - ACCESS TO FUNDS	13
5.9 - REMOVAL OF OFFICERS	13
ARTICLE VI - COMMITTEES	
6.1 - ARCHITECTURAL STANDARDS COMMITTEE	14
6.2 - NOMINATING COMMITTEE	16
6.3 - OTHER COMMITTEES	16
ARTICLE VII - RULES AND REGULATIONS	
7.1 - RULES AND REGULATIONS	17
7.2 - ADOPTION AND AMENDMENT	17
7.3 - NOTICE AND COMMENT	17
7.4 - DISTRIBUTION	17
ARTICLE VIII - OBLIGATIONS OF THE OWNERS	
8.1 - PROOF OF OWNERSHIP	17
8.2 - REGISTRATION OF MEMBERS	18
8.3 - REGISTRATION OF MORTGAGEES	18
8.4 - ASSESSMENTS	18
8.5 - COMPLIANCE WITH DOCUMENTS	18
8.6 - TRUSTEE	18
ARTICLE IX - NOTICE AND HEARING	
9.1 - VIOLATION OF THE DOCUMENTS	19
9.2 - COMPLAINT	19
9.3 - DEMAND	19
9.4 - NOTICE	19
9.5 - HEARING	20
9.6 - SANCTIONS	20

TABLE OF CONTENTS (Cont'd)

	Page
9.7 - ADDITIONAL ENFORCEMENT RIGHTS	21
9.8 - ASSOCIATION'S RIGHT TO ABATE VIOLATIONS	21
ARTICLE X - ASSOCIATION RECORDS	
10.1 - RECORDS	21
10.2 - INSPECTION OF BOOKS AND RECORDS	22
ARTICLE XI - AMENDMENTS TO BYLAWS	
11.1 - AMENDMENTS TO BYLAWS	23
11.2 - STATUTE OF LIMITATIONS	24
ARTICLE XII - GENERAL PROVISIONS	
12.1 - CONFLICTING PROVISIONS	24
12.2 - SEVERABILITY	24
12.3 - FISCAL YEAR	24
12.4 - WAIVER	24
12.5 - ATTORNEY'S FEES	24
12.6 - CAPTIONS	24
CERTIFICATE	

BYLAWS
OF
ADDISON PLACE HOMEOWNERS' ASSOCIATION, INC.
(A Texas Non-Profit Corporation)

ARTICLE I
PURPOSE AND PARTIES

1.1. PURPOSE OF BYLAWS. These Bylaws provide for the governance of the Property known as ADDISON PLACE HOMEOWNERS' ASSOCIATION, INC., more fully described in the Restated Declaration of Covenants, Conditions and Restrictions recorded in Volume 90116, Page 1911, of the Deed Records of Dallas County, Texas (the "Declaration").

1.2. PARTIES TO BYLAWS. All present or future Owners, Occupants, Mortgagees, and all other persons who might use or occupy the Property in any manner are subject to these Bylaws and the other Documents. The mere acquisition or rental of any Lot or the mere act of occupancy of any Home will signify that these Bylaws are accepted, ratified, and will be strictly followed.

1.3. DEFINITIONS. Unless otherwise specifically provided herein, the capitalized words and phrases used in these Bylaws shall have the same meanings as are given to such terms in the Declaration. Additionally, the following words and phrases shall have specified meanings whenever capitalized and used in these Bylaws, unless otherwise expressly provided:

- a. "Director" means a member of the Board of Directors of the Association.
- b. "Officer" means an officer of the Association.
- c. "President" means the president of the Association.
- d. "Vice President" means the vice president of the Association.
- e. "Secretary" means the secretary of the Association.
- f. "Treasurer" means the treasurer of the Association.

Rev.2/8/90

BYLAWS - Page 1

2001244 08107

ARTICLE II
GENERAL PLAN OF ASSOCIATION

2.1. ASSOCIATION. The property shall be administered on behalf of the Owners by a Texas non-profit corporation organized under the name of the ADDISON PLACE HOMEOWNERS' ASSOCIATION, INC., hereinafter called "Association." The Association shall be composed of all Owners of Lots, ownership of a Lot being the sole qualification for membership, as set forth in Section 6.2 of the Declaration. The corporate bylaws of the Association are these Bylaws. The office of the Association shall be located at the Property or at such other place as may be designated from time to time by the Board of Directors.

2.2. NON-PROFIT PURPOSE. This Association is not organized for profit. Any Member, Director, Officer, or person from whom the Association may receive any property or funds may not receive or be lawfully entitled to receive any pecuniary profit from the operation thereof, and in no event may any part of the funds or assets of the Association be disbursed as salary or compensation to any Member, Director, Officer, or Occupant; provided, however, that any Member, Director, or Officer, or Occupant may be reimbursed for his actual and reasonable expenses incurred on behalf of the Association in connection with the administration of the affairs of the Association, provided such expense shall have the prior approval of the Board. No Member may receive compensation, directly or indirectly, for any services rendered or supplies furnished to the Association.

2.3. POWERS AND DUTIES. The Association, acting through the Board, shall have the powers and duties necessary for the administration of the affairs of the Association and for the operation and maintenance of the Property. The Association may do any and all things that are lawful and which are necessary, proper, or desirable in operating for the peace, health, comfort, safety, and general welfare of its Members, subject only to the limitations upon the exercise of such powers as are expressly set forth in the Documents. Except where expressly required in the Documents or by statute to be evidenced by the vote, consent or action of the Members, acts or decisions to be made by the Association will be made by act or decision of the Board.

2.4 REGISTERED OFFICE AND AGENT. The Association will have and continuously maintain in the State of Texas a registered office and a registered agent whose office is identical with such registered office as required by the Texas Non-Profit Corporation Act. The registered office and the registered agent at that office for the Association may be changed from time to time by the Board of Directors.

Rev.3/27/90

BYLAWS - Page 2

2001244 08108

ARTICLE III
MEETINGS OF THE ASSOCIATION

3.1. ANNUAL MEETING. An annual meeting of the Association shall be held on a day and at an hour set each year by the Board of Directors, provided however, the annual meeting for a given fiscal year will occur not more than ninety (90) days following the close of the preceding fiscal year. At annual meetings there shall be elected, by written ballot of the Members, Directors for any positions whose terms have expired in accordance with these Bylaws or to fill the unexpired terms of vacancies on the Board. The Members may also transact such other business of the Association as may properly come before them.

3.2. SPECIAL MEETINGS. The President or any Director may call special meetings. In addition, it is the duty of the Secretary to call a special meeting of the Association if so directed by resolution of a majority of a quorum of the Board or by a petition signed by at least twenty percent (20%) of the Eligible Votes in the Association. Such meeting shall be held within thirty (30) days of the Board resolution or receipt of petition. The notice of any special meeting must state the time, place, and purpose of such meeting. No business, except as stated in the notice of the meeting, may be transacted at a special meeting.

3.3. PLACE OF MEETINGS. Meetings of the Association shall be held at the Property or at such other suitable place convenient to the Members, as the President or any Director may determine.

3.4. NOTICE OF MEETINGS. The Secretary of the Association shall give each Member written notice of meetings of the Association by personal delivery or by mail. Mailed notices shall be sent by regular mail, postage prepaid, in accordance with Section 20.3 of the Declaration. Notice of annual or special meetings shall be mailed or personally delivered at least ten (10) but not more than thirty (30) days prior to such meeting. Notices of meetings:

- a. Shall identify the type of meeting as annual or special, the particular purpose of a special meeting, and shall state the agenda for the meeting;
- b. Shall state the date, time, and place such meeting is to be held;
- c. Shall give the names of all known nominees for the Board, if Directors are to be elected at such meeting;

Rev. 3/27/90

BYLAWS - Page 3

2001244 08109

d. Shall give a detailed description, if not exact wording, of any proposed amendment to the Documents which will be considered at such meeting, if such action is anticipated by the Board at the time notice is given;

e. Shall specify how and when a Member may vote if voting by proxy or by consent pursuant to Section 3.10 herein.

f. May set forth time limits for speakers, nominating procedures for the meeting, procedures for voting by proxy, and any other items of information deemed appropriate by the Board; and

g. Shall be sent to every Eligible Mortgagee who has filed with the Association a written request for such notices.

3.5. QUORUM. At any annual or special meeting of the Association, the presence in person, by proxy, or by consent pursuant to Section 3.10 herein of at least thirty-three and one-third percent ($33\frac{1}{3}\%$) of the Eligible Votes in the Association shall constitute a quorum. Members present at a meeting at which a quorum is present may continue to transact business until adjournment, notwithstanding the withdrawal, during the course of the meeting, of Members constituting a quorum.

3.6. LACK OF QUORUM. In the event a quorum is not present at any meeting of the Association for which proper notice was given, Members representing at least a majority of the Eligible Votes present in person only, although not constituting a quorum, may (i) vote to recess the meeting for not more than forty-eight (48) hours in order to attain a quorum, or (ii) before adjourning the meeting, may direct the President to send all Members notice of a new meeting, for the same purposes, to be held in not less than fourteen (14) nor more than thirty (30) days. At such new meeting (provided in (ii) above), the number of votes present, both in person and by proxy, even though less than thirty-three and one-third percent ($33\frac{1}{3}\%$) of the Eligible Votes in the Association, shall constitute a quorum for the purposes of that meeting.

3.7. VOTES. The voting rights of Members shall be as set forth in the Declaration, and such voting rights provisions are specifically incorporated herein. The vote of Members representing at least a majority of the Eligible Votes cast at any meeting at which a quorum is present shall be binding upon all Members for all purposes, except when a higher percentage is required by these Bylaws, the Declaration, or by law. There shall be no cumulative voting.

Rev.3/27/90

BYLAWS - Page 4

2001244 08110

3.8. PROXIES. At all meetings of the Association, each Member may be represented and his vote may be cast by proxy, subject to the following requirements for a proxy to be valid:

a. Each proxy must (i) be in writing; (ii) be signed and dated by a Member or his duly appointed attorney-in-fact; (iii) identify the Lot to which the vote is appurtenant; (iv) identify either a particular purpose or meeting, or continuation thereof, for which the proxy is designated or a specified time period for which it is to be effective; and (v) name one individual in favor of whom the proxy is granted, though the proxy may name a contingent proxyholder to act in the absence or inability to act of the primary proxyholder.

b. Every proxy shall be revocable and shall automatically be revoked upon the first to occur of: (i) upon receipt by the Board of notice of revocation from any Owner of the Lot to which such proxy is appurtenant; or (ii) upon conveyance of the Lot to which such proxy is appurtenant; or (iii) upon receipt of notice by the Board of the death or judicially declared incompetence of the Member assigning such proxy; or (iv) upon the expiration of eleven (11) months from the date of such proxy unless the proxy includes a provision specifying its effectiveness for a time period extending beyond eleven (11) months. If a Member personally attends a meeting for which his proxy was granted, his proxy shall be deemed automatically revoked; provided, however, such Member may execute a new and effective written proxy at such meeting. Unless revoked, any proxy designated for a meeting which is recessed or rescheduled, pursuant to Section 3.6 herein, shall be valid when such meeting reconvenes. In the event a proxy is granted in favor of the Board, it shall be exercised by the President, unless by prior resolution the Board shall have designated a Director to exercise such proxies.

3.9. CONDUCT OF MEETINGS. The President, or any Officer designated by the President, shall preside over all meetings of the Association. The Secretary shall keep, or cause to be kept, the minutes of the meeting which shall record all resolutions adopted and all transactions occurring at the meeting, as well as a record of any votes taken at the meeting. The President may appoint a person to serve as parliamentarian at any meeting of the Association. When not in conflict with the Documents, the then current edition of Robert's Rules of Order shall govern the conduct of all meetings of the Association. All votes shall be tallied by tellers appointed by the President or other Officer presiding over the meeting.

Rev. 2/8/90

BYLAWS - Page 5

2001244 08111

3.10. VOTING BY MAIL. Subject to the approval of a majority of a quorum of the Board, the election of Directors may be conducted without a meeting by written consents. Consent forms shall:

a. Be in writing and delivered or sent to all Members, according to Section 20.3 of the Declaration;

b. State the date on which they were prepared and the date by which they must be received by the Association in order to be counted;

c. Identify by whose authority they were prepared and delivered, and the name and location of the person authorized to receive them on behalf of the Association;

d. Specify the directorship(s) to be filled;

e. Describe the qualifications of each candidate;

f. Afford a choice between candidates and provide that, where the Member specifies a choice, his vote shall be cast in accordance therewith; and

g. Be signed and dated by the voting Member, and identify the Lot to which such Member's vote is appurtenant.

The Association shall maintain such written consents in its files for a period of at least four (4) years. Voting by mail may also be conducted on any action which may be taken by a vote of the Members at a meeting to the extent permitted by applicable law.

ARTICLE IV BOARD OF DIRECTORS

4.1. NUMBER AND TERM. The business and affairs of the Association shall be governed by a Board consisting of five (5) directorships, numbered one (1) through five (5). The even numbered positions shall be elected in even numbered years, the odd numbered positions in odd numbered years, each position serving a term of two (2) years. The Directors will take office upon the adjournment of the meeting at which they are elected or appointed and, absent death, ineligibility, or resignation, will hold office until their respective successors shall have been elected.

4.2. QUALIFICATION. No person shall be eligible for election or appointment to the Board unless such person is a Member. No

Rev. 3/27/90

BYLAWS - Page 6

201244 08112

Member shall be elected or appointed as a Director if any Assessment against his Lot is delinquent at the time of election or appointment. No Member may serve on the Board at the same time a co-owner of a Lot owned by such Member, including such Member's spouse, serves on the Board. A natural person otherwise representing a Member which is a legal entity, pursuant to Section 6.2 of the Declaration, may not be elected or appointed to the Board. No person may serve as a Director for more than five (5) consecutive years and may not be elected by the Members for more than two (2) consecutive terms.

4.3. ELECTION OF DIRECTORS. Directors shall be elected by Members at meetings of the Association. The persons receiving the greatest number of votes shall be elected. Votes for directorships may not be cumulated; only one (1) vote for each Lot may be cast for any given candidate. Voting for Directors shall be by secret written ballot, unless a motion to elect by acclamation is approved by the voting Members. Voting for Directors may, upon approval of a majority of a quorum of the Board, be conducted by mail in accordance with Section 3.10 herein.

4.4. REMOVAL OF DIRECTORS. At any annual meeting or special meeting of the Association called for such purpose, any one or more of the Directors may be removed with or without cause by Members representing at least a majority of the Eligible Votes present in person or by proxy at such meeting, and a successor shall then and there be elected to fill the vacancy thus created. Any Director whose removal has been proposed by the Members shall be given an opportunity to be heard at the meeting. Additionally, any Director who (i) has been absent without being excused by the Board from three (3) consecutive Board meetings or (ii) has been delinquent in payment of Assessments against him or his Lot for more than sixty (60) days may be removed from the Board by a majority of the Directors present at a Board meeting, a quorum being had.

4.5. VACANCIES. Vacancies on the Board caused by any reason, except the removal of a Director by a vote of the Association, shall be filled by a vote of a majority of a quorum of the Board at any meeting of the Board. Each Director so appointed shall serve for the remainder of the term of the Director whose office is vacated. Notwithstanding the above, no more than two (2) Directors may, at any one time, hold office by appointment pursuant to this Section 4.5. For each subsequent vacancy created on the Board, the President or any Director shall call a special meeting of the Members to be held not later than sixty (60) days following the date the vacancy is created for the purpose of electing a successor Director. Directors so elected shall hold office for the remainder of the term of the Director whose office is vacated.

Rev. 3/27/90

BYLAWS - Page 7

7001244 08113

4.6. COMPENSATION. No Director shall receive any salary or compensation from the Association for acting as such. Directors may be reimbursed for expenses incurred in carrying out their duties as Directors upon approval of such expenses by the Board.

4.7. MEETINGS OF THE BOARD.

a. Organizational Meeting of the Board. Within ten (10) days of the annual meeting, the Directors shall convene an organizational meeting for the purpose of electing Officers. The time and place of such meeting shall be fixed by the agreement of not less than three Directors and announced to the remaining Directors.

b. Regular Meetings of the Board. Regular meetings of the Board may be held at such time and place as shall be determined, from time to time, by a majority of the Directors, but at least one such meeting shall be held each calendar quarter. Notice of regular meetings of the Board shall be given to each Director, personally or by telephone or written communication, at least three (3) days prior to the date of such meeting.

c. Special Meetings of the Board. Special meetings of the Board may be called by the President or, if he is absent or refuses to act, the Vice-President, or at any time by any two (2) Directors. At least three (3) days' notice shall be given to each Director, personally or by telephone or written communication, which notice shall state the place, time, and purpose of such meeting.

d. Waiver of Notice. Any Director may at any time, in writing, waive notice of any meeting of the Board, and such waiver shall be deemed equivalent to the giving of such notice. Attendance by a Director at any meeting of the Board shall constitute a waiver of notice by such Director of the time, place and purpose of such meeting. If all Directors are present at any meeting of the Board, no notice shall be required and any business may be transacted at such meeting.

e. Conduct of Meetings. The President or acting President shall preside over all meetings of the Board and the Secretary shall keep, or cause to be kept, a record of all resolutions adopted by the Board and a record of all transactions and proceedings occurring at such meetings. When not in conflict with law or the Documents, the then current edition of Robert's Rules of Order shall govern the conduct of the meetings of the Board.

f. Quorum. At all meetings of the Board, three (3) Directors shall constitute a quorum for the transaction of business, and the acts of the majority of the Directors present at a meeting at which a quorum is present shall be the acts of the Board of Directors. If, at any meeting of the Board, there is less than a quorum present, the majority of those present may adjourn the meeting from time to time. At any such reconvened meeting at which a quorum is present, any business which might have been transacted at the meeting as originally called may be transacted without further notice. One or more Directors who participate in a meeting by means of telephone or electronic communication shall be deemed present and in attendance for all purposes at such meeting, provided all persons participating in the meeting can hear each other.

g. Open Meetings. Regular and special meetings of the Board shall be open to all Members. The Board may, with the approval of a majority of a quorum of the Directors, adjourn any meeting and reconvene in executive session to discuss and vote upon personnel matters, litigation in which the Association is or may become involved, and orders of business of a similar or sensitive nature. The nature of any and all business to be considered in executive session shall first be announced in open session.

h. Action Without a Meeting. Any action required or permitted to be taken by the Board at a meeting may be taken without a meeting, if all of the Directors shall individually or collectively consent to such action. Such consent and a summary of the action taken shall be read aloud at and be filed with the minutes of the next meeting of the Board. Such action shall have the same force and effect as a unanimous vote of such Directors.

4.8. BONDS. The Board shall require that all Directors, Officers, agents, and employees of the Association who have individual access to Association funds shall furnish adequate bonds. The premiums on such bonds shall be a Common Expense of the Association.

4.9. POWERS AND DUTIES. The Board shall have all the powers and duties necessary for the administration of the Association and for the operation and maintenance of the Property. The Board may do all such acts and things except those which, by law or the Documents, may not be delegated to the Board. Without prejudice to the general and specific powers and duties set forth in the Documents or such powers and duties as may hereafter be imposed on

Rev.3/27/90

BYLAWS - Page 9

2001244 08115

the Board by resolution of the Association, the Board shall have the power to and be responsible for the following, in way of explanation, but not limitation:

a. Administering and enforcing the covenants, conditions, restrictions, uses, limitations, obligations, and all other provisions set forth in the Documents;

b. Promulgating, administering, enforcing, and amending Rules and Regulations;

c. Controlling, managing, operating, maintaining, and improving all areas of the Property for which the Association is assigned maintenance responsibility by Article V of the Declaration;

d. Dealing with the Property in the event of damage or destruction as a result of casualty loss, condemnation or eminent domain, in accordance with Articles XIII and XIV of the Declaration as trustee for the Association;

e. Employing a Managing Agent to whom may be delegated powers granted to the Board by the Documents;

f. Obtaining and maintaining casualty and liability insurance as required of the Association by the Declaration, and reviewing, at least annually, all insurance policies and bonds obtained by the Board on behalf of the Association;

g. Preparing and adopting a balanced annual budget, in which there shall be expressed the Regular Assessments of each Owner, and establishing the period of installment payment;

h. Levying and collecting Regular Assessments and, whenever, in the opinion of the Board, such Assessments are warranted, Special, Individual, and Deficiency Assessments;

i. Applying any or all remedies available to the Association to collect delinquent Assessments and to enforce compliance with the Documents;

j. Notifying Members of any litigation against the Association or any threatened eminent domain or condemnation proceedings against the Property; protecting and defending the Property from loss and damage by suit or otherwise; representing the Members in dealing with governmental entities and through the courts with respect to items of common interest;

Rev. 3/27/90

k. Borrowing funds in order to pay for any expense authorized by the Documents, and to execute instruments evidencing such indebtedness as the Board may deem necessary; provided however, the Board shall obtain the approval of a majority of the Eligible Votes in the event that the total amount of such borrowing exceeds a sum which, on a pro rata basis, exceeds \$500.00 per Lot;

l. Designating, hiring, compensating, and dismissing the personnel necessary for the maintenance and operation of the Association, Common Properties, and the Area of Association Responsibility and, where appropriate, providing for the purchase of equipment, supplies, and material to be used by such personnel in the performance of their duties;

m. Establishing a bank account or accounts for common funds and for all separate funds which are required or may be deemed advisable by the Board; keeping full and accurate books and records showing receipts, expenses, and disbursements; and permitting examination of the Association's books and records by Owners and Mortgagees, or their duly authorized agents, during general business hours;

n. Paying property taxes, if any, on the Common Properties;

o. Preparing and filing annual income tax returns with the federal government and making such elections as may be necessary to reduce or eliminate the income tax liability of the Association, together with payment of Association's federal income tax liability, if any;

p. Granting easements where necessary for utilities to serve the Property, pursuant to Section 4.11 of the Declaration;

q. Designating, from time to time, the location of the principal office for the transaction of the business of the Association and the place for the holding of meetings of the Board and the Association;

r. Appointing committees to assist the Board;

s. Maintaining records of: (i) mailing addresses of Members and Eligible Mortgagees; (ii) minutes of all meetings of the Board and of the Association; and (iii) votes or written consents by which amendments to the Documents are approved;

t. Maintaining a registered agent and registered office with the Secretary of State of Texas, and paying the Association's annual franchise tax or obtaining and maintaining an exemption, if available, from such tax;

u. Making available to and upon request by any Owner, Occupant, Mortgagee, insurer or prospective purchaser of a Lot, and guarantor of a Mortgage, current copies of the Documents and all other books, records, and financial statements of the Association, for which a reasonable fee may be charged; and

v. In general, carrying on the administration of this Association and to do all those things, necessary and reasonable, in keeping with the communal aspect of a planned unit development.

ARTICLE V OFFICERS

5.1. DESIGNATION. The principal officers of the Association shall be the President, the Vice President, the Secretary, and the Treasurer, all of whom shall be elected by the Board of Directors. The Board may appoint an assistant Treasurer, an assistant Secretary and such other subordinate officers as it deems necessary. The officers of the Association may, but need not, be Directors but must be Members. A natural person otherwise representing a Member which is a legal entity, pursuant to Section 6.2 of the Declaration, may not be elected or appointed an Officer. Any two (2) offices may be held by the same person; provided, however, that the offices of President, Vice President, and Secretary shall be held by three (3) different persons.

5.2. ELECTION OF OFFICERS. The Officers shall be elected for an annual term by the Directors at the organizational meeting of the Board, shall take office at the meeting at which they are elected, and shall hold office at the pleasure of the Board. Except for death, resignation or removal, Officers shall hold offices until their respective successors have been designated by the Board.

5.3. PRESIDENT. As the chief executive Officer of the Association, the President shall: (i) preside at all meetings of the Association and of the Board; (ii) have all the general powers and duties which are usually vested in the office of president of a corporation organized under the laws of the State of Texas; (iii) have general supervision, direction, and control of the business of the Association, subject to the control of the Board; and (iv) see that all orders and resolutions of the Board are carried into effect.

Rev. 3/27/90

5.4. VICE PRESIDENT. The Vice President shall take the place of the President and perform the duties of the President whenever the President shall be absent or unable to act. If neither the President nor the Vice President is able to act, the Board shall appoint a Director to act in the place of the President, on an interim basis. The Vice President shall also perform such other duties as may be required of him from time to time by the Board or by the President.

5.5. SECRETARY. The Secretary shall: (i) keep the minutes of all meetings of the Board and of the Association; (ii) have charge of such books and papers as the Board may direct; (iii) assure that a record of the names and addresses of the Members and Eligible Mortgagees is maintained for the mailing of notices; and (iv) in general, perform all duties incident to the office of secretary.

5.6. TREASURER. The Treasurer shall: (i) be responsible for Association funds; (ii) assure that full and accurate financial records and books of account showing all receipts and disbursements are kept; (iii) assure that all required financial data and tax returns are prepared; (iv) assure that all monies or other valuable effects are deposited in the name of the Association in such depositories as may from time to time be designated by the Board; (v) assure that the annual and supplemental budgets of the Association are prepared; (vi) review the accounts of the Managing Agent on a monthly basis in the event such Managing Agent is responsible for collecting and disbursing Association funds; and (vii) perform all the duties incident to the office of treasurer.

5.7. COMPENSATION OF OFFICERS. No Officer shall receive any compensation or salary from the Association for acting as such.

5.8. ACCESS TO FUNDS. Persons authorized to co-sign and otherwise participate in the execution of any and all instruments of conveyance or encumbrance on behalf of the Association shall include all Directors and the President. Checking accounts: Access to funds in the checking account(s) shall require at least two (2) of the above signatures; the Board may adopt a policy allowing the Managing Agent (but no other person) to be one of those. Reserve account(s): Access to the funds in the reserve account(s) shall require at least three (3) signatures, strictly limited to the Directors and the President.

5.9. REMOVAL OF OFFICERS. Any Officer may be removed, with or without cause, by a vote of a majority of a quorum of the Directors, and his successor may be elected at any regular meeting of the Board or at any special meeting of the Board called for such purpose. Any Officer may resign at any time by giving written notice to any Director. Any such resignation shall take effect on

the date of receipt of such notice, or at any later time specified therein; and unless otherwise specified in said notice, acceptance of such resignation by the Board shall not be necessary to make it effective. The resignation or removal of an Officer who is also a Director does not, in and of itself, constitute resignation or removal from the Board.

ARTICLE VI COMMITTEES

6.1. ARCHITECTURAL STANDARDS COMMITTEE. The Association shall have an Architectural Standards Committee (ASC). The purpose of the ASC is to assure that the Property will always be used, maintained, and improved in a manner that: (i) protects the visual harmony; (ii) promotes the sound repair; and (iii) enhances the aesthetic and property values of the Property.

a. Powers and Duties. In addition to other duties which may be delegated to it by resolution of the Board, the ASC shall have the following powers and duties:

(1) To establish administrative procedures for receiving, reviewing, and approving or denying requests by Members for individual variances from the architectural covenants of Article X of the Declaration;

(2) To adopt and amend, from time to time, architectural standards and guidelines for the Property, which standards and guidelines will be specific as to colors, dimensions, locations, materials, qualities, quantities, methods of installation, and other items deemed necessary by the ASC to ensure uniform harmony and further will be treated as Rules and Regulations, as provided in Article VIII herein;

(3) To respond in writing, within ninety (90) days, to written requests by Members regarding alterations or improvements to the exterior of Lots and Homes, pursuant to Sections 10.3. and 10.4. of the Declaration;

(4) To approve or deny such requests by Members on the basis of, among other things, adequacy of site dimensions, structural design, conformity and harmony of external design and of location with neighboring structure and sites, relation of finished

Rev. 4/3/89

BYLAWS - Page 14

2001244 08120

grades and elevations to neighboring sites, and conformity to both the specific and general intent of the Documents;

(5) To employ professional consultants, as necessary, to assist the ASC in discharging its duties, provided however that any expenses to be so incurred have the prior approval of the Board;

(6) To charge reasonable fees, as needed, of Members requesting variances to cover the costs of drawing, approving, or distributing plans and specifications;

(7) To inspect periodically the Property for compliance with architectural covenants and standards.

(8) To supervise the restoration and repair of any portion of the Property damaged or destroyed by casualty loss; and

(9) To maintain complete and accurate records of all actions taken.

b. **ASC Membership.** The ASC will consist of a chairman and not less than two (2) nor more than four (4) other Members who will be appointed by the Board at its annual organizational meeting from among the Owners and Occupants for one year terms commencing at the organizational meeting at which they are appointed. The members of the ASC shall serve without compensation.

c. **Rights of Owners:**

(1) If a Member has not received the written approval or denial of the ASC regarding such Member's request for a variance of architectural controls or standards, within ninety (90) days of the date on which he delivered a properly completed written request pursuant to the established requirements of the ASC for such requests, such Member may presume that his request has been approved by the ASC. Such Member may then proceed with the improvement; provided, however, that he shall adhere to the plans and specifications which accompanied his request for a variance.

(2) Notwithstanding the foregoing, no permission or approval shall be required for reconstructions, alterations, improvements, additions, or uses which strictly comply with guidelines, plans, specifications, or policies previously developed and approved for all Lots by the ASC or as specified by the Documents and still in effect at the time work is initiated. Written approval for specified improvements or uses on certain Lots shall not constitute approval for all Lots.

(3) The Owner of a Lot deemed to be in violation of the architectural covenants, standards, or guidelines of the Documents or the ASC shall be given at least fifteen (15) days' prior written notice and shall be afforded an opportunity to be heard with respect to the asserted violation, before the ASC or Board may take action against such Owner for the violation.

(4) Any action, ruling or decision of the ASC may be appealed to the Board by an aggrieved Owner, and a vote of the majority of the Board may modify or reverse any such action, ruling, or decision.

6.2. **NOMINATING COMMITTEE.** Before each meeting of the Association at which Directors will be elected, the Board may appoint a nominating committee of three (3) persons who shall be Members. If a nominating committee is appointed, it shall nominate candidates for the Board and may nominate any number of qualified candidates but no less than the number of Directors to be elected. Members may submit to the Board names of candidates other than those submitted by the nominating committee. The names of candidates must be submitted to the Board at least thirty (30) days prior to the election meeting so candidates can be named in the notice of the meeting. Names of candidates may be submitted by Members at the election meeting.

6.3. **OTHER COMMITTEES.** The Board, by resolution, may from time to time designate standing or ad hoc committees to advise or assist the Board with its responsibilities. Such resolution shall establish the purposes and powers of each committee created, provide for the appointment of its members, as well as a chairman, and shall provide for reports, termination and other administrative matters as deemed appropriate by the Board. Members of committees shall be appointed from among the Members and Occupants, and no committee shall have fewer than three (3) members.

Rev. 3/27/90

BYLAWS - Page 16

2001244 08122

ARTICLE VII
RULES AND REGULATIONS

7.1. RULES AND REGULATIONS. As provided in Section 11.1 of the Declaration, the Board shall have the right to promulgate and amend, from time to time, Rules and Regulations, provided however such Rules and Regulations may not be in conflict with law or the Documents. The Board shall, at all times, maintain the then current and complete Rules and Regulations in a written form which can be copied and distributed to Members and Occupants. Rules and Regulations need not be recorded in the Deed Records of Dallas County, Texas.

7.2. ADOPTION AND AMENDMENT. Any Rule and Regulation may be adopted, amended, or terminated by the approval of at least a majority of the Directors at a meeting of the Board at which a quorum of the Board is present. To be effective the text of a Rule and Regulation and the requisite consents of Directors must be recorded as in the minutes of a meeting of the Board or as an action taken pursuant to Section 4.7.h of these Bylaws. Notice of the adoption or amendment of a Rule and Regulation must be given to Members and Occupants, provided however, actual receipt by a Member or Occupant is not a prerequisite for the enforceability of such Rule and Regulation against such Member or Occupant.

7.3. NOTICE AND COMMENT. The Board shall give written notice to Members and Occupants of any newly adopted Rule and Regulation, or any amendment thereto, or shall publish same in a newsletter or similar publication which is circulated to the Members and Occupants at least ten (10) days before the effective date of such Rule and Regulation. Any Member or Occupant so notified shall have the right to comment orally or in writing to the Board on the proposed action.

7.4. DISTRIBUTION. Upon request from any Member, Occupant, or Mortgagee, the Board shall provide a current and complete copy of Rules and Regulations for a reasonable fee. Additionally, the Board shall, from time to time, distribute copies of the current and complete Rules and Regulations to all Members and Occupants; provided however the failure to do so will not affect the responsibility of any Member or Occupant for compliance with the Rules and Regulations.

ARTICLE VIII
OBLIGATIONS OF THE OWNERS

8.1. PROOF OF OWNERSHIP. Any challenge to a person's right to vote on Association matters that is deemed to have merit by a

Rev.3/27/90

BYLAWS - Page 17

201244 08123

majority of a quorum of the Board can only be resolved by presentation of a duly executed warranty deed.

8.2. REGISTRATION OF MEMBERS. The Owner or the several Owners of an individual Lot shall register and maintain one (1) mailing address to be used by the Association for mailing of statements, notices, demands, and all other communications. Such registered address of an Owner or Owners (i) shall be furnished to the Board within fifteen (15) days after transfer of title or change of address; (ii) shall be in writing; and (iii) shall be signed by the Owner(s) of the Lot or by a person authorized to represent the interest of the Owner(s) thereof. For purposes of all notices, demands, and other communications required or allowed pursuant to the Documents, the Board will satisfy its obligation for the giving of same by using the name and address or addresses shown on the records of the Association for the Owner or Owners of a given Lot as of the date upon which such communication is sent, notwithstanding subsequent notice to the Association of a change in the name and address for the Owner of such Lot.

8.3. REGISTRATION OF MORTGAGEES. A Member who mortgages his Lot shall furnish, upon request of the Board, the name and mailing address of the holder of any mortgage, vendor's lien, or deed of trust, which holder may send a written request to the Association to obtain the notices to be sent to Mortgagees as provided in Section 17.3 of the Declaration. Such written request by such a holder shall state the name of such holder, together with the serving agent for the holder, if any, mailing address, and the address of the Lot which secures its mortgage, vendor's lien, or deed of trust.

8.4. ASSESSMENTS. All Members shall be obligated to pay Assessments imposed by the Association as defined and provided by the Declaration. A Member shall be deemed to be in good standing at any meeting of the Association if he is current in the Assessments made or levied against him and the Lot owned by him.

8.5. COMPLIANCE WITH DOCUMENTS. Each Member shall comply strictly with the provisions and terms of the Documents and any amendments thereto. Further, each Member shall always endeavor to observe and promote the cooperative purposes for which the Association was established.

8.6. TRUSTEE. Each Member irrevocably appoints the Association as trustee to deal with the Property, including his Lot, in the event of damage, destruction, obsolescence or condemnation of all or any part of the Property, as provided in Sections 12.1 and 14.3 of the Declaration.

Rev.3/27/90

BYLAWS - Page 18

2001244 08124

ARTICLE IX
NOTICE AND HEARING

9.1. VIOLATION OF THE DOCUMENTS. Other than with respect to a Member's obligations for the payment of Assessments and the Association's rights to seek collection of such Assessments, all as provided by the Declaration, the Board may not impose a fine, suspend voting rights, or infringe upon any other rights of a Member or Occupant for violation of the Documents, subject to Section 9.7 herein, unless and until the provisions of this Article have been followed.

9.2. COMPLAINT. Any Member, Occupant, Officer, or Managing Agent of the Association may file against a Member a complaint of an alleged violation of the Documents by such Member or by others for whom such Member is responsible according to Section 2.1 of the Declaration. Such complaint shall set forth, in ordinary and concise language, the acts or omissions with which said Member is charged and shall reference the specific provision of the Documents which said Member (or those for whom such Member is responsible) is alleged to have violated. Such complaint shall be delivered in writing to any Director or the Managing Agent, or shall be recorded, with the same detail, in the minutes of a meeting of the Board.

9.3. DEMAND. Upon receipt of a complaint deemed to have merit by a majority of the quorum of the Board, the Board shall deliver to the Member alleged to be in default of the Documents a written demand to cease and desist or to cause the party for whom such Member is responsible to cease and desist from such alleged violation. Such demand shall specify: (i) the alleged violation; (ii) the action required to abate the violation; and (iii) a time period, not less than fifteen (15) days, during which the violation may be abated without further sanction, if such violation is a continuing one; or (iv) if such violation is not continuing, a statement that any further violation of the same rule may result in the exercise of one or more of the rights available to the Association. The Board may demand immediate abatement if it determines that the violation poses a threat to life or property.

9.4. NOTICE. At any time within twelve (12) months of such demand, if the violation continues past the period allowed in the demand for abatement without penalty, or if the same rule is subsequently violated, the Board may issue a notice of its intention to exercise one or more of the rights of enforcement provided in Sections 4.4 and 4.8 of the Declaration. Such notice of enforcement shall specify:

a. The nature of the alleged violation and reference to the specific provision of the Documents which said Member is alleged to have violated;

b. That a demand to cease violation, as set forth herein, was mailed or delivered to said Member;

c. The amount of a fine, or the nature of any actions or remedies to be imposed or effected by the Board against said Member;

d. That the alleged violator may, within ten (10) days from the date of notice, request a hearing regarding such fines, actions, or remedies; provided, however, that if such request for a hearing is not received by the Board within ten (10) days, the alleged violator will have waived his right to a hearing; and

e. The name and address of the individual to whom request for hearing shall be made by personal delivery or mail.

9.5. HEARING. If a hearing is requested by a Member alleged to be in violation of the Documents, the Board shall serve a notice of hearing on all parties to the complaint and underlying alleged violation at least ten (10) days prior to the hearing. Such notice shall state the location, time and date of the hearing and shall state that the alleged violator will be given a reasonable opportunity to be heard. This notice requirement shall be deemed satisfied if the alleged violator is in attendance at the hearing. Such hearing shall be held before the Board in executive session. The minutes of the meeting shall contain a written statement of the results of the hearing, and the remedies, if any, imposed by the Board. In the event the alleged violator does not attend the hearing, and in order for any remedies imposed by the Board in such Member's absence to become effective, minutes of the meeting must contain a copy of the notice of the hearing together with a statement of the date and manner of delivery by the Officer, Director, or Managing Agent who mailed or delivered such notice.

9.6. SANCTIONS. The Board may initiate one or more of the actions authorized in Sections 4.4 and 4.8 of the Declaration against any Member found to be in violation of the Documents, provided:

a. The decision to take action has been approved by a majority of Directors and recorded in the minutes of the meeting of Directors; and

b. No action shall take effect prior to (i) the hearing required herein, if such hearing was requested, or (ii) the expiration of fifteen (15) days after notice of enforcement if no such hearing was requested.

9.7. ADDITIONAL ENFORCEMENT RIGHTS. Notwithstanding anything to the contrary contained in this Article, the Board may take immediate and appropriate action, without the giving of demands and notices required herein, against violations of the Documents which, in the opinion of the Board, are (i) self evident, such as vehicles parked illegally or in violation of posted signs; (ii) threatening to life or property; or (iii) repeat violations by the same Member to whom prior demands and notices have been given for the same violation.

9.8. ASSOCIATION'S RIGHT TO ABATE VIOLATIONS. In addition to any other rights set forth in the Documents, the Board shall have the right, upon complying with the provisions of this Article: (i) to enter the Lot on which such violation or breach exists and to summarily abate and remove, using such force as may be necessary in doing so, at the expense of the defaulting Owner, any person, structure, thing, or condition that may exist therein contrary to the intent and meaning of the provisions thereof, and the Board shall not be deemed guilty in any manner of trespass nor shall the Board be liable to prosecution or any damages therefor provided that no item of construction may be removed without the consent of the Owner unless by judicial decree; and (ii) to enjoin, abate, or remedy by appropriate legal proceedings, either at law or in equity, the continuance of any breach.

ARTICLE X ASSOCIATION RECORDS

10.1. RECORDS. The Association shall keep the following detailed records:

a. Minutes or a similar record of the proceedings of meetings of the Association. A recitation in the minutes of any such meeting that notice of the meeting was properly given shall be sufficient evidence that such notice was given.

b. Minutes or a similar record of the proceedings of meetings of the Board.

c. Actions and resolutions of the Board, the ASC, other committees, and the Managing Agent, if any.

d. Names and mailing addresses of the Members, the currency and accuracy of the information being the responsibility of the Members.

e. Names and mailing addresses of the Mortgagees, if deemed necessary by a majority of a quorum of the Board, the currency and accuracy of the information being the responsibility of the Members and their Mortgagees.

f. A copy of plats, plans, and specifications, as furnished by the developer or acquired by the Association over time, for the Homes, utility lines, easements, and other improvements on the Property. Also, copies of plans and specifications submitted to and approved by the ASC for betterments, improvements, and alterations to the Lots and Common Properties.

g. Financial records and books of account for the Association, kept in a manner consistent with generally accepted accounting principles, including chronological listings of receipts and expenditures, a separate listing for each Lot, which, among other things, shall contain the amounts of all Assessments, the dates when due, the amounts paid thereon, and the balances remaining unpaid.

h. Copies of income tax returns prepared for the Internal Revenue Service.

i. Copies of the Documents, including recording data if applicable, and all amendments to any of these. Also, for at least four (4) years, a record of all votes or written consents by which amendments to the Documents were approved.

j. Copies of all contracts, written agreements, and insurance policies made on behalf of the Association or to which the Association is a party.

10.2. INSPECTION OF BOOKS AND RECORDS. All books, records and papers of the Association shall be made available for inspection and copying by any Member, prospective purchaser of a Lot, Mortgagee, or any duly appointed representative of any of these at the principal office of the Association or at such other place as the Board may prescribe. The Board shall establish reasonable rules with respect to (i) notice to be given to the custodian of the records by any authorized person desiring to make the inspection; (ii) hours and days of the week when such an inspection may be made; and (iii) payment of the cost of reproducing copies of documents requested by such person. Every

Director and Officer shall have the absolute right at any reasonable time to inspect all books, records and documents of the Association.

ARTICLE XI
AMENDMENTS TO BYLAWS

11.1. AMENDMENTS TO BYLAWS. Subject to the consents required for amendments of a material nature, as provided in Section 18.1 of the Declaration, these Bylaws may be amended by the consent of Members representing at least a majority of a quorum, except that, where any amendment to these Bylaws seeks to alter the percentage of Eligible Votes or of consents of Owners of Lots required to take a prescribed action or otherwise to administer the affairs of the Association or the Property, the approval of such amendment will itself require the affirmative vote of the same percentage of Eligible Votes or of Owners of Lots, as the case may be, in order for the amendment to become effective, provided that:

a. The Association shall provide every Member with a detailed description, if not exact wording, of any proposed amendment, which description must be included in the notice of any meeting of the Association at which such proposed amendment is to be considered;

b. For amendments requiring the consent of Mortgagees, the Association shall send each Eligible Mortgagee a detailed description, if not exact wording, of any proposed amendment, together with notice of any meeting of the Association at which such proposed amendment requiring the Eligible Mortgagee's consent is to be considered;

c. An amendment may be adopted by the vote, in person or by proxy, of Members representing the required number of votes in the Association;

d. For amendments requiring the consent of Mortgagees, the amendment instrument shall include a certification, signed by two (2) Officers, that the requisite approval of such Mortgagees has been obtained;

e. To be effective, (i) an amendment must be in writing, annexed to these Bylaws, certified by the Secretary as to the date of adoption and as to the receipt of the requisite approval of the Members and, if required, Mortgagees, and (ii) copies of the certified amendment must be sent to all Members.

11.2 STATUTE OF LIMITATIONS. Any action to challenge the validity of an amendment adopted under this Article must be brought within one (1) year of the amendment's effective date. No action to challenge may be brought after such time.

ARTICLE XII GENERAL PROVISIONS

12.1. CONFLICTING PROVISIONS. If any provision of these Bylaws conflicts with any provision of the laws of the State of Texas, such conflicting Bylaws provision shall be null and void, but all other provisions of these Bylaws shall remain in full force and effect. In the case of any conflict between the Articles of Incorporation of the Association and these Bylaws, the Articles shall control. In the case of any conflict between the Declaration and these Bylaws, the Declaration shall control.

12.2. SEVERABILITY. Invalidation of any provision of these Bylaws, by judgment or court order, shall in no way affect any other provision which shall remain in full force and effect. The effect of a general statement shall not be limited by the enumerations of specific matters similar to the general.

12.3. FISCAL YEAR. The fiscal year of the Association shall be set by resolution of the Board, and is subject to change from time to time as the Board shall determine. In the absence of a resolution by the Board, the fiscal year shall be the calendar year.

12.4. WAIVER. No restriction, condition, obligation, or covenant contained in these Bylaws shall be deemed to have been abrogated or waived by reason of failure to enforce the same, irrespective of the number of violations or breaches thereof which may occur.

12.5 ATTORNEY'S FEES. The Association will be entitled to reimbursement of and a Member will be liable for the costs of enforcement of these Bylaws against such Member, including attorney's fees incurred in connection therewith.

12.6 CAPTIONS. The captions of each Article and Section hereof are inserted only for convenience and are in no way to be construed as defining, limiting, extending, or otherwise modifying or adding to the particular Article or Section to which they refer.

Rev.2/8/90

BYLAWS - Page 24

2001244 08130

CERTIFICATE

I HEREBY CERTIFY that the foregoing is a true, complete and correct copy of the Bylaws of ADDISON PLACE HOMEOWNERS' ASSOCIATION, INC. a Texas non-profit corporation, as adopted by the Board of Directors at its meeting on the 4 day of May, A.D., 1990.

IN WITNESS WHEREOF, I hereunto set my hand this the 4 day of June, A.D., 1990.


Secretary

VOL. 90116 Pg. 1911

Rev. 2/8/90

G:\BYLAWS\3053add.p1/k1/1-90

2001244 08131

ADDISON PLACE RESIDENTS

RULES AND REGULATIONS

EFFECTIVE JULY 1999

These Rules and Regulations, along with the Architectural Standards Rules and Regulations, have been adopted by the Board of Directors in accordance with the terms of the CC&Rs and By-Laws of the Association.

Clubhouse Rental	1
Construction/Restoration	1
Dues/Delinquencies	5
Parking	5
Pets	6
Pool	7
Signs	7
Third Space	8
Title Transfer	9
Trash/Recycling	9

EXHIBIT "A-2"

2001244 08132

CLUBHOUSE

May be reserved for use by a resident by paying a rental fee of \$25.00 (10/90) including a \$75.00 security deposit which must be in the form of a check or money order which will be refunded if the clubhouse rental agreement rules are properly followed. (7/90) A fee of \$25.00 will be charged for a returned check. (7/99)

REVISION: Clubhouse is available to rent from APHA for \$25.00 per day. A \$75.00 deposit must be paid in by check or money order and is required to assure that the owners and/or tenants follow some specific requirements for renting the clubhouse, such as cleaning the clubhouse and returning the keys. Each person is given a list of these requirements at the time they request to use the clubhouse so that they will know what is expected of them before they commit to renting the clubhouse. If the procedures and stipulations agreed to are not followed, a \$5.00 amount is deducted from the security deposit for each item not completed properly. A determination may be made by the Board or Property Manager that the privilege of renting the clubhouse by that owner/tenant may not be granted again. The rental requirements are the same for everyone and are in place so that each person that rents the clubhouse finds it in a neat, clean condition. (7/94)

Clubhouse keys will be provided to each Board member and the ASC for the person's term of office. At the end of each such term keys must be returned to the President or Property Manager within ten (10) days.

Clubhouse supplies will be restocked by the Property Manager. (5/90)

Clubhouse shall be cleaned once a month. (7/91) Clubhouse bathrooms shall be cleaned once a week May through September and monthly October through April. (7/99)

CONSTRUCTION - NEW OR RENOVATION

Refer to ASC Rules & Regulations and CC&Rs Article V, X and XI.

Must follow all basic standards as outlined in CC&Rs and all Architectural Standards as outlined in the Rules & Regulations. A letter will be mailed certified which will be in the form of a construction agreement, setting forth the terms and signed and dated by the builder or contractor stating that they have read and understand all of the requirements.

All roofing materials shall consist of concrete tile. Exteriors abutting areas of Association responsibility shall consist of not less than 80% brick and glass. Other exterior surfaces shall consist of not less than 80% masonry, which includes brick, stucco and glass. All fences shall be wood or other material approved in writing by the Board and shall not exceed 81 in height. All materials, colors and construction details shall be consistent with the general appearance of the existing structures. Brick color is required to be approved by either the Board or the ASC prior to installation.

A drainage plan must be submitted to the Board for approval that has been approved by a Certified Engineer with complete details of the plan to handle any and all waterflow from the lots adjacent to or affected by the construction or renovation of the lot.

Sub-contractors must not use the utilities of other owners without the written consent of the owners. Utilities shall be placed below grade.

Each lot and adjacent lots to the construction site will be kept free of trash, debris and construction materials. All trash must be picked up and contained daily for removal on a weekly basis.

All construction vehicles must be parked on Sojourn, except when delivering construction materials to the construction site. These vehicles must be moved as quickly as unloaded, and the city streets are not to be blocked.

Construction hours are to be from 7:00 a.m. to 6:00 p.m. weekdays, and 10:00 a.m. to 5:00 p.m. on weekends.

Vacant lots are to be mowed, trimmed, edged and maintained on a weekly basis until construction is complete and they have been turned over to the Association for maintenance.

Modification or construction of sidewalks, drainage, lighting, sprinklers and landscaping of any lot or lots must be installed properly, and must be approved by the ASC and/or the Board of Directors before being installed or modified.

CONSTRUCTION DEPOSIT/FINES

A deposit in the amount set forth below shall be delivered to the Board of the Association before the commencement of any new construction or major renovation, as defined below. Such deposit shall be held by the Board of the Association to secure prompt performance with all applicable By-Laws, CC&Rs, Rules and Regulations, Architectural Standards or other applicable policies of the Homeowner's Association.

In addition to the deposit, before the commencement of New Construction as defined below, the record owner of the property shall deliver to the Board a complete set of architectural drawings/elevations of the proposed construction which must be approved by the Architectural Standards Committee.

In addition to the deposit, before the commencement of any major renovations as defined below, the owner shall deliver to the Board all plans, specifications, building permits, cost estimates, expected completion date, etc. for approval by the Architectural Standards Committee.

Amount of Deposit

New Construction: Two Thousand Dollars (\$2,000.00) Major Renovation(s): One Thousand Dollars (\$1,000.00)

Refund of Deposit

Upon completion of the new construction or major renovation, a final inspection of the project shall be made by the Board of the Association or its designee to determine whether or not the finished project fully complies with all applicable By-Laws, CC&Rs, Rules & Regulations, Architectural Standards or other applicable policies of the Homeowners Association and fully complies with the plans and specifications previously submitted by the owner. Upon correction of all identified violations or deficiencies in such compliance, the deposit, less any unpaid fines or assessments, shall be refunded to the owner. In the event that any fines are levied against any property within the subdivision as a result of such new construction or major renovations and such fines shall remain unpaid for fourteen (14) days, then the deposit shall be applied toward the payment of such fines.

Fines for Non-Compliance

Failure To Provide Deposits: In addition to any fines properly accessible against a property under this section or any other applicable section of the By-Laws, CC&Rs, Rules and Regulations, Architectural Standards or other applicable policies of the Homeowners' Association, the Board shall assess a fine of Five Hundred Dollars (\$500.00) per week, per lot, for an owner's failure to comply with the deposit requirements.

Other Fines Related to Construction: In addition to any fines properly assessable against a property under this section the Board shall assess a fine of \$500.00 per week per lot for any and all violations of any other provision of the By-Laws, CC&Rs, Rules and Regulations, Architectural Standards or other applicable policies of the Homeowners' Association arising out of or in anyway related to the new construction or major renovation if such violation(s) are not fully corrected within ten (10) days of the date upon which the Board or its designee provides written notice of such violation(s) to the owner of record of such lot. Only one such notice need be given to such record owner for each such violation(s). Once properly assessed, any additional fines shall be assessed for each week thereafter until such violation(s) are fully cured.

Definitions

"New Construction" shall mean any construction of any improvement whatsoever upon any unimproved lot or any construction, following a fire or other hazard requiring repair costs in excess of Ten Thousand Dollars (\$10,000).

"Major Renovation" shall mean any improvement/repair that exceeds routine maintenance and any renovation or remodeling of an existing dwelling that involves one or more of the following and exceeds a cost of Five Thousand Dollars (\$5,000):

Any increase in the air conditioned area of the dwelling.

The construction of any new foundation.

Any new exterior framing.

Any new exterior roof construction or replacement.

The determination by the Board of the Homeowners' Association as to whether a renovation constitutes a major renovation shall be controlling.

It is the express intention of the Board of the Homeowners' Association to require full and strict compliance with the provisions of this section and to assess any applicable fines for any violations of this section and, in the event that such fines remain unpaid, to affix assessment liens against the applicable property and to enforce such liens by foreclosure.

CONSTRUCTION - PROHIBITION OF ALTERATION AND IMPROVEMENT

Article X, Section 10.4 of CC&Rs.

No improvement or structure of any kind may be erected or maintained upon the Property, including the Lots, Homes, and Common Properties, nor may any exterior alteration, improvement, or addition of any kind be made thereto until the same has been approved in writing by the ASC. The foregoing requirement for prior written approval of the ASC applies equally to new construction and to existing improvements. No excavation, grading, impermeable decking, or other improvement which may interfere with established drainage patterns may be undertaken or installed until the same has been approved in writing by the ASC. For purposes of illustration, but not limitation, prohibited alterations and improvements include: buildings, walls, obstructions, screens, fences, gates, patios, balconies, patio or balcony covers, tents, awnings, carports, swimming pools, antennas, microwave or satellite dishes, receiving or transmitting towers, ornamental iron or burglar bars, storm windows or doors, exterior light fixtures, free standing mailboxes, trash can enclosures, chimneys, and skylights. Nothing contained herein shall be construed to limit the right of an Owner to remodel the interior of his home.

DUES/DELINQUENCIES

See Assessments under Article VII of CC&Rs (pages 15-20). See also Nonpayment of Assessments - Article IX (pages 23-25).

A reminder letter will be sent to resident at 15 days past due; followed by a 2nd notice letter at 45 days past due; unless owner is habitually a repeat offender, then the 2nd notice letter which is stronger will be sent (10/90). The 2nd notice letter gives 30 days notice of foreclosure, which is required by law.

Must be received or postmarked no later than the 15th of each month to avoid late fee. (5/90)

A \$15.00 late fee will be assessed if dues re received or postmarked after the 15th of each month plus expenses incurred by Management Company. (7/99)

Bounced dues checks will not cause a fee to be assessed unless the bank charges for notification of it, in which case the fee will be passed through to the owner. (11/90)

Property Manager will pursue via collection agency all debtors who file bankruptcy or whose debts are written off. (2/91)

Mailbox at Clubhouse is provided as a convenience of homeowners. (7/99)

One late fee on dues will be waived once in each calendar year if owner makes a request in writing to the Board. (5/91)

Names and/or addresses of those delinquent will not be published in the newsletter.

PARKING

See Article XI, 11.1(b) & 11.8 of CC&Rs.

Vehicles are not permitted to park in the street behind garages and may be ticketed by Addison Police. Parking is also not allowed at the end of the streets. (7/99)

VISITOR PARKING

Upon receipt of a written complaint with specific details of the incident (time, place, vehicle type, color and license number) the Management Company will send a courtesy letter by certified mail to the resident involved asking them to move the vehicle. The request will be enforced with a \$100 fine for the first subsequent incident and a \$200 fine for incidents after the first and within 30 days of the previous incident. The fines will be imposed upon subsequent written complaints. (10/92)

Board adopted the requirements of Article 6701g-2, Removal of Unauthorized Vehicles from Parking Facilities or Public Highways as its official rules for dealing with visitor parking spaces. (9/94)

Visitor parking is for visitors only. Three day parking limit with extended parking passes are available. No commercial vehicles, RVs, trailers or boats will be allowed in visitor parking or fourth parking space without written permission from Board. All will be towed at owner's expense. (7/99)

Any property owner or tenant who violates visitor parking in excess of the three day limit will be towed on the fourth day at owner's expense. (7/99)

A parking permit must be applied for if a homeowner or tenant has a visitor for more than three days. Any vehicle without a parking permit will be towed at the owner's expense. (7/99)

Homeowners or tenants are not allowed to use visitor parking under any circumstances without a parking permit. Any homeowner or tenant that violates the parking rules will be subject to towing after the first warning. (7/99)

Issuance of parking stickers to identify vehicles of the Addison Place Homeowners will be discussed at the annual September Homeowners' Meeting. (7/99)

PETS

See Article XI, 11.5 (page 29).

No pet of any character may be left unattended anywhere within the Common Properties. Pets must be on a restraint held by a person capable of controlling such pet. The Board shall have the absolute power to prohibit pets other than normal household pets from being kept on the Property, including inside the homes.

Homeowners and tenants must be responsible to police or pick-up after their pets. (7/99)

Pets are not allowed in the pool area at anytime. (7/99)

POOL

Pool is for owners and escorted guests only. Pool rules are posted on all gate entrances and inside pool area. No glass permitted in pool area. No pets are permitted in pool area. Please dispose of all trash, including cigarettes, in proper containers.

Duplicate pool keys are to be purchased by owners at the cost of \$25.00 each. (7/99)

Pool maintenance schedule: pool cleaning and assessment of chemical balance once a week April through September, and as needed from October through March. (10/90)

Pool lights will be on from 6:00 p.m. to 10:00 p.m. in winter (1/91).

Unsupervised Children. Children under the age of 12 must be accompanied by an adult at least 18 years of age. Upon receipt of any complaint to a Board member or Management Company regarding children in the pool without any adult supervision (including guests and/or tenants) the owner of the property where the children reside will be fined in the amount of \$50.00 for the first offense and \$100.00 for any following offenses. (8/94)

SIGNS

See Article XI, Section 11.6(c) of CC&Rs (page 30).

Political Signs (Adopted 7/92)

It is the Board's intention to adopt rules which are consistent with the current sign ordinance of the Town of Addison (Ordinance 091-007, S1, Chapter 14, adopted 2/26/91).

Residents may erect political signs for a period of sixty (60) days prior to any primary or general election and shall remove signs within ten (10) days after the election.

Signs must be spaced at least fifty (50) feet apart along a lot frontage, and there may be no more than four (4) signs per lot.

Banners may be displayed no more than eight (8) days prior to election and must be removed within two (2) days after the election.

No signs may be attached to the outside of a fence, railing or wall which is not a structural part of a building, whether or not on the property line.

All signs and/or banners are required to have a minimum setback of ten (10) feet from any public street.

No signs or banners are to be erected in the Clubhouse or Pool areas.

A \$10.00 per day fine will be imposed for any sign or banner which is in violation of these rules, after notice has been given to owner of said violation.

THIRD SPACE

See Article X, 10.4 (page 26).

No additional third parking spaces are permitted to be enclosed. The following properties have been grandfathered:

WG 17106	PR 17079	UB 17090
VL 17091	VL 17100	WW 17079
WG 17018	WG 17030	WG 17036
KL 17007	PR 17031	PR 17001
UB 17037		

Third space on all new construction or renovation is required to be minimum length of 19'. (4/93)

Third space is not to be used as storage space and must be kept clean at all times. Firewood may be stacked in third space as long as it does not prohibit parking and it is not stacked against neighbor's home. (6/93)

Owners who attempt to enclose or successfully enclose their third space should be notified as soon as possible that they are in violation. Precedent - \$25.00/day fine for as long as enclosure remains. (1/94)

TITLE TRANSFER

See By-Laws, Article VIII, 8.2 of CC&RS.

In addition, the Association requires a \$45.00 transfer fee per lot at the time of transfer of any lot. Documentation of the transfer will be forwarded along with the transfer fee to the Association for the recording of the information.

TRASH/RECYCLING

See Article XI, Section 11.1c.

Trash pick-up is every Monday and Thursday morning. Recycling is picked up only on Monday mornings. Recycle bin must have cover or supported to keep papers from escaping from bin. (7/99)

Trash is to be set out only on the days of pick-up and all trash must be placed in sealed garbage bags. A fine of \$25.00 per occurrence will result for non-compliance. The fine will be imposed based upon a complaint and witnessed by two people. (12/94)

**ARCHITECTURAL STANDARDS
RULES & REGULATIONS
TABLE OF CONTENTS**

Reference	1
Antenna/Satellite Dishes	2
Fences	2
Flowers	2
Front Doors	2
Garages	2
Garage Doors	3
Gutters/Downspouts	3
House Numbers	3
Ivy	3
Light Fixtures	3
Mailboxes	4
Paint	4
Patio Covers/Lattices/Arbors	4
Third Parking Space	4
Roof	4
Storm Doors	4
Stucco	5
Third Space	5
Utility Boxes/Vents	6
Windows	6
Wood Trim	6

For additional information refer to:

Article III, Owners Rights & Easements, Section 3.5 Maintenance Easement.

Article V, Maintenance & Repair Obligations, Section 5.2, Owner Responsibility on page 11 of the CC&Rs.

Article X, Architectural Covenants, Section 10.2, Basic Standards; Section 10.4 Prohibition of Alteration and Improvement; and 10.5 ASC Approval, pages 25-27 of the CC&Rs.

Article XI, Use Restrictions, pages 27-33 of the CC&Rs.

ANTENNA VARIANCE (Adopted 7/91)

Antennas that meet all of the following criteria will be permitted if a written request is submitted to the ASC. Each antenna must not extend more than ten feet above the point of attachment; stand vertically; and be wired and maintained in a safe, aesthetically acceptable manner.

Once an owner has received approval of such a written request, and as long as the approved antenna continues to meet all of the above criteria, it is intended that future APHA requests that it be removed would be invalid.

Owners must re-apply for approval when modifying or replacing an existing antenna.

SATELLITE DISHES

Satellite dishes may be installed on the homeowner's property in a manner approved by the Board. (7/99)

FENCES

Fences shall be wood (front fence to be painted Seashell and the back fence the color of the trim of the house) or other approved material approved in writing by the Board and shall be 8 feet in height. Fences must be board on board with no gaps. It is recommended that fences be built so that water may flow underneath without obstruction. (7/99)

Each owner is responsible for the painting and repair of both the east and west fence which borders that property's patio. (11/90)

FLOWERS

It is acceptable to plant flowers in existing landscape areas on your property as long as the shrubs and trees are not damaged. Rose bushes are not permitted. Flower boxes and pots are acceptable as long as they do not obstruct drainage. Additional shrubs or trees may not be added unless you have written permission from the Board.

FRONT DOORS

Front doors must be 1/2 solid wood or wood grain finish painted one of the approved colors and 1/2 glass decorative window, compatible with existing doors.

GARAGES

The original garage area of any home shall not be enclosed for any purpose that would prohibit the parking of operable vehicles therein. (See Article X, Sections 10.2 and Article XI, Section 11.7 of, CC&Rs). Vehicles are hereby defined as two automobiles. This is in accordance with the Town of Addison's ordinance.

GARAGE DOORS

Garage doors must be horizontal panels with approved matching trim color. Panels may be wood, steel or aluminum as long as they meet the above requirements. (7/99)

GUTTERS/DOWNSPOUTS

Gutters and downspouts are required and must be painted approved matching trim color. (7/99) New construction gutters and downspouts must tie into underground drainage system, if any, and approved by the Board.

HOUSE NUMBERS

Each house must have numbers by the garage and the front door. Garage numbers should be black and similar in size and style to those used throughout the complex. Front door numbers may be black or brass or approved by the Board. Number placement by the front door should be vertical on your neighbor's patio fence whenever possible. Garage numbers can be horizontally over garage door or vertically to the right of the garage door.

IVY

Ivy growing on homes is the responsibility of the homeowners and the Association will not expend funds to have it removed. (7/90)

Homeowners should be aware that ivy may damage your home, requiring brick or mortar repair, wood rot, potential drainage problems, clogged gutters, etc.

Ivy must be maintained by homeowners and kept bug-free. Ivy cannot partially or completely cover windows, doors, utility boxes, gutters or downspouts. All dead vines must be removed from home.

Based on the above, the decision has been made that after January 1, 2000, any ivy growing on homes must be within the homeowner's patio area and on their property only. (7/99)

LIGHT FIXTURES

Light fixtures at front door should be decorative in style and brass, antique brass or black. All lights by garages will have motion sensors by January 1, 2000. Floodlights such as those used by the garages are unacceptable at the front door. (7/99)

MAILBOXES

It is the responsibility of homeowners to repair and paint mailboxes. (1/91) Standard mailboxes should be connected to side of house and painted the same color as the trim.

PAINT

Addison Place approved paint colors are as follows:

Classic Ivory	Adobe White	Fox Gray
Sand Buff	N.B.C. White	Noble Gray
Neutral Wheat	Toast Brown	Seashell (stucco & front fence only)
Chamois	Sand White	Brown
America's Cup Blue	Plymouth Gray	Almond Brown
Hunter's Green		

Addison Place approved colors may be obtained at 1900-2 Josey Lane, Carrollton or any other Glidden outlet. (7/99)

PATIO COVERS/LATTICE/ARBORS

Any patio structure visible from common areas must be painted in an approved color and cannot be attached to adjoining property. Construction of any of the above must first be approved by the ASC. (7/99)

THIRD PARKING SURFACE

Must be power washed or stained with a deck enamel for concrete. (7/99)

ROOF

Roof must be concrete tile and match color of existing roofs.

Mortar. When replacing or repairing roofs, mortar can easily be dyed by using a powder so that it matches the color of the tile. All future roof repairs must use dyed mortar. Existing gray mortar can be painted color of roof. (7/99)

Hydro-Therm ceramic roof coating. The Board approved the use of this product as long as it is dyed to match existing tiles. (2/95)

STORM DOORS

The installation of storm doors is acceptable. However, they must be brown or painted to match trim. (7/99)
Black is not acceptable. (1/91)

STUCCO

Where stucco patching is required to repair the original stucco surface, a product called "Dryvit" in the color "Amarillo White" has been found to be the most acceptable. It is available at Circle Supply on Joe Field Drive (near Harry Hines & Royal Lane) and costs about \$65 for a gallon pail. It is recommended that you spot check any product before using to insure the color matches the existing stucco.

It is not acceptable to remove any wood trim and replace with stucco patching. This includes, but is not limited to, horizontal Tudor trim boards, window trim, door trim, vertical trim, etc. (4/93) See Wood Trim.

The following homes will be grandfathered and not required to replace Tudor boards that have previously been removed. However, they may be asked to paint the stucco wall to minimize the patched appearance.

KL 17024	KL 17036	KL 17037
KL 17049	KL 17079	KL 17085
KL 17107✓	PR 17001	PR 17013
PR 17024	VL 17073	WG 17000
WG 17006	WG 17012	WG 17042
WG 17048	WG 17112	

THIRD SPACE

See Article X, 10.4 (page 26).

No additional third parking spaces are permitted to be enclosed. The following properties have been grandfathered:

WG 17106	PR 17079	UB 17090
VL 17091	VL 17100	WW 17079
WG 17018	WG 17030	WG 17036
KL 17007	PR 17031	PR 17001
UB 17037		

Third space on all new construction or renovation is required to be minimum length of 19'. (4/93)

Third space is not to be used as storage space and must be kept clean at all times. Firewood may be stacked in third space as long as it does not prohibit parking and it is not stacked against neighbor's home. (6/93)

Owners who attempt to enclose or successfully enclose their third space should be notified as soon as possible that they are in violation. Precedent - \$25.00/day fine for as long as enclosure remains. (1/94)

UTILITY BOXES/VENTS

All visible utility boxes and conduit, alarm boxes, dryer and roof vents, or pipes must be painted approved color/trim. (7/99) This includes electric, cable, phone and any/all other boxes attached to your home. Two coats of paint are recommended to cover completely.

Vents on new construction are not to be within the patio area of adjoining property or on front of home.

WINDOWS

No blankets, sheets, spreads, towels, paper or other materials not designed or fabricated for use as such may be used as window treatments within a given Home which are visible from the street, Common Properties, or another home. (Article XI, Section 11.6b of CC&Rs)

Screens are required on all windows which may be opened onto Common Property.

Replacement windows or new construction window frames must be bronze.

No windows are permitted on zero side of any home which would allow visibility into the adjoining patio area.

WOOD TRIM

Wood trim must be painted approved colors. (See paint) (7/99) Replacing wood trim boards with stucco matching is unacceptable and is a violation of the CC&Rs as it modifies the exterior appearance of the Home. To correct leaking problems remove trim boards, install z-bar flashing, replace trim boards and paint where needed.

EXHIBIT B

Those tracts and parcels of real property located in the City of Addison, Dallas County, Texas and more particularly described as follows:

The Land, Lots, and Common Properties known as ADDISON PLACE, more particularly described and shown on the recorded subdivision plat for Addison Place, an Addition to the City of Addison, Dallas County, Texas, recorded at Volume 82038, Page 1386, Plat Records of Dallas County, Texas.

Exhibit-B.wpd

2001244 08150

FILED

2001 DEC 14 PM 2:40

EARL BOLLOCK
COUNTY CLERK
DALLAS COUNTY

Any provision herein which restricts the sale, rental, or use of the
described real property because of color or race is hereby and
irrevocably under federal law.
STATE OF TEXAS
COUNTY OF DALLAS
I hereby certify this instrument was filed on the date and time
stamped herein by me and was duly recorded in the volume and
page of the record records of Dallas County, Texas as stamped
herein by me.

DEC 17 2001



Earl Bollock
COUNTY CLERK, Dallas County, Texas