

**ARTICLES
OF
INCORPORATION**

ARTICLES OF INCORPORATION
OF
LAKES OF COPPELL OWNERS
ASSOCIATION, INC.

FILED
In the Office of the
Secretary of State of Texas

JAN 07 1985

Article A
Corporations Section

WE THE UNDERSIGNED natural persons of the age of eighteen years or more, at least two of whom are citizens of the State of Texas, acting as incorporators of a corporation under the Texas Non-Profit Corporation Act, do hereby adopt the following as Articles of Incorporation for such corporation.

ARTICLE I
NAME

The name of the corporation is Lakes of Coppell Owners Association, Inc., hereinafter sometimes called the "Corporation" or the "Association".

ARTICLE II
NON-PROFIT

The corporation is a non-profit corporation.

ARTICLE III
DURATION

The period of the corporation's duration is perpetual.

ARTICLE IV
PURPOSES AND POWERS

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

(a) to provide for the maintenance, preservation and architectural control of the Estates, Lots, Lake System and Common Area within that certain property described as Exhibit "A" (the "Property") in that certain Declaration of Covenants, Conditions and Restrictions for the Lakes of Coppell dated November 30, 1984 and recorded in Volume 84244, Page 5412 of the Deed Records of Dallas County, Texas (the "Declaration");

(b) 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 Bylaws of the Association or in the Declaration and as

the same may be amended from time to time as therein provided, said Declaration being incorporated herein as if set forth at length;

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

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

(e) to fix, levy, collect and enforce payment by any lawful means, all charges or assessments pursuant to the terms of the Declaration; to pay all expenses in connection therewith and all office and other expenses incident to the conduct of the business or the Association, including all licenses, taxes or governmental charges levied or imposed against the Property by the Association;

(f) 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;

(g) to borrow money, and with the assent of two-thirds (2/3) of each class of Members, mortgage, pledge, or hypothecate any or all of its real or personal property as security for money borrowed or debts incurred;

(h) to dedicate, sell or transfer any part of the Common Area to any public agency, authority, or utility for any service to the property above described and any additions thereto, or any part thereof, in accordance with the terms and provisions of the Declaration;

(i) to participate in mergers and consolidations with other non-profit corporations organized for the same purposes or annex additional residential property and Common Area, provided that any such merger, consolidation or annexation shall have the assent of the Members as may be provided for in said Declaration; and

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

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

ARTICLE V
MEMBERSHIP

Every person or entity who is a record owner of a fee or undivided fee interest in any Estate which is subject by covenants of record to assessment by the Association, including contract sellers, shall be a Member of the Association. The foregoing is not intended to include persons or entities who hold an interest merely as security for the performance of an obligation. Membership shall be appurtenant to and may not be separated from ownership of any Estate which is subject to assessment by the Association.

ARTICLE VI
VOTING RIGHTS

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

ARTICLE VII
BOARD OF DIRECTORS

The affairs of this Association shall be managed by a Board of three (3) Directors who need not be Members of the Association. The number of directors may be changed by amendment of the Bylaws of the Association. The names and addresses of the persons who are to act in the capacity of the the initial Directors are set forth below at Article X.

ARTICLE VIII
AMENDMENTS

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

ARTICLE IX
REGISTERED AGENT

The street address of the initial registered office of the corporation is 1000 Pacific Place, 1910 Pacific Avenue, Dallas, Texas 75201, and the name of its initial registered agent at such address is Lawtex Services, Inc.

ARTICLE X
INITIAL BOARD OF DIRECTORS

The number of directors constituting the initial board of directors of the corporation is three and the names and addresses of the persons who are to serve as the initial directors are:

<u>NAME</u>	<u>ADDRESS</u>
Tim House	One Lincoln Centre Suite 1000 5400 LBJ Freeway Dallas, Texas 75240
Peter Staks	One Lincoln Centre Suite 1000 5400 LBJ Freeway Dallas, Texas 75240
Douglas Spiker	One Lincoln Centre Suite 1000 5400 LBJ Freeway Dallas, Texas 75240

ARTICLE XI
INCORPORATORS

The name and street address of each incorporator is:

J. Scott Jackson
1000 Pacific Place
1910 Pacific Avenue
Dallas, Texas 75201

Aileen Johnson
1000 Pacific Place
1910 Pacific Avenue
Dallas, Texas 75201

Lyla R. Hines
1000 Pacific Place
1910 Pacific Avenue
Dallas, Texas 75201

IN WITNESS WHEREOF, we have hereunto set our hands, this 3rd day of January, 1985.

J. Scott Jackson
J. Scott Jackson

Aileen Johnson
Aileen Johnson

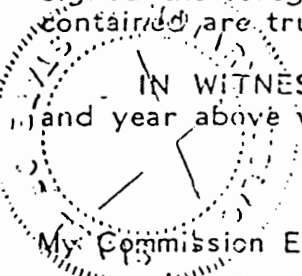
Lyla R. Hines
Lyla R. Hines

THE STATE OF TEXAS

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COUNTY OF DALLAS

I, Aletta Smith, a Notary Public, do hereby certify that on this 3rd day of January, 1985, personally appeared before me, J. SCOTT JACKSON, being by me first duly sworn, declared that he is the person who signed the foregoing document as incorporator, and that the statements therein contained are true.



IN WITNESS WHEREOF, I have hereunto set my hand and seal the day and year above written.

Aletta Smith
Notary Public, State of Texas

My Commission Expires:
12/16/87

Aletta Smith
(Written or typed name of Notary)

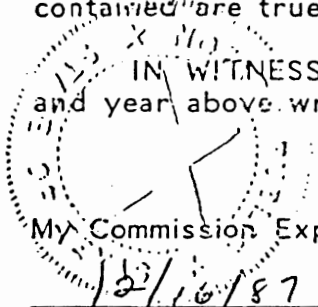
THE STATE OF TEXAS

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COUNTY OF DALLAS

I, Aletta Smith, a Notary Public, do hereby certify that on this 3rd day of January, 1985, personally appeared before me, AILEEN JOHNSON, being by me first duly sworn, declared that he is the person who signed the foregoing document as incorporator, and that the statements therein contained are true.

IN WITNESS WHEREOF, I have hereunto set my hand and seal the day and year above written.



My Commission Expires:

12/16/87

Aletta Smith
Notary Public, State of Texas

Aletta Smith
(Written or typed name of Notary)

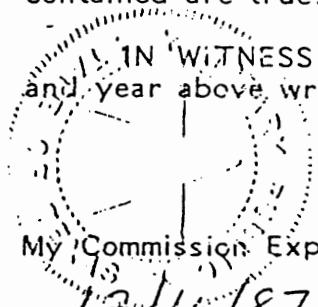
THE STATE OF TEXAS

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COUNTY OF DALLAS

I, Aletta Smith, a Notary Public, do hereby certify that on this 3rd day of January, 1985, personally appeared before me, LYLA R. HINES, being by me first duly sworn, declared that he is the person who signed the foregoing document as incorporator, and that the statements therein contained are true.

IN WITNESS WHEREOF, I have hereunto set my hand and seal the day and year above written.



My Commission Expires:

12/16/87

Aletta Smith
Notary Public, State of Texas

Aletta Smith
(Written or typed name of Notary)



The State of Texas

Secretary of State

MAR. 23, 1989

S. ERIC ROGIR
1845 WOODALL RODGERS FRWY STE. 1650
DALLAS ,TX 75201

RE:
LAKES OF COPPELL OWNERS ASSOCIATION, INC.
CHARTER NUMBER 00734647-01

IT HAS BEEN OUR PLEASURE TO APPROVE AND PLACE ON RECORD YOUR APPLICATION FOR REINSTATEMENT. THE APPROPRIATE EVIDENCE IS ATTACHED FOR YOUR FILES; THE ORIGINAL HAS BEEN FILED IN THIS OFFICE.

IF WE CAN BE OF FURTHER SERVICE AT ANY TIME, PLEASE LET US KNOW.

VERY TRULY YOURS,



200017 02283

Paul M. Raines

Secretary of State

MAR 21 1989

Clerk IN
Corporations Section

APPLICATION FOR REINSTATEMENT AND
REQUEST TO SET ASIDE FORFEITURE

By: LAKES OF COPPELL OWNERS' ASSOCIATION, INC. Charter No. 007346471-1
(Corporate Name)
Taxpayer Id. No. 3-0008743616

WHEREAS the charter of the above corporation was forfeited
on 1988 for:

(check one)

1. failure to maintain a registered agent, or
2. failure to pay State Franchise Tax, or
3. (other) _____

WHEREAS the corporation has corrected the default noted
above and has paid all fees, taxes, and penalties due;

NOW THEREFORE, the corporation hereby applies for
reinstatement of its corporate charter, and requests that the
Secretary of State set aside the forfeiture of the corporation.

By: [Signature] 3/15/89
(signature) (title)

INSTRUCTIONS FOR FILING APPLICATION FOR REINSTATEMENT

- 1) Submit Original and One Copy of the application.
- 2) The application must be signed by an Officer, Director or Shareholder of the Corporation.
- 3) The filing fee for an application for reinstatement is \$50.00 for business corporations. Non-Profit corporations are assessed a filing fee of \$25.00 for non-tax reinstatements. No fee is required for non-profit corporations forfeited for tax reasons.

(Instructions continue on reverse side)

Document Scanned	
By: <u>[Signature]</u>	Date: <u>8-19-04</u>
File Name: <u>004 App for Reinstatement</u>	
Rec: <u>03 2194</u>	

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MAR 12 1989

BYLAWS

BYLAWS

OF

LAKES OF COPPELL OWNERS ASSOCIATION, INC.

A NON-PROFIT CORPORATION

The name of the association is LAKES OF COPPELL OWNERS ASSOCIATION, INC. ("Association"). The principal office of the Association shall be located at One Lincoln Centre, Suite 1000, 5400 LBJ Freeway, Dallas, Texas 75240.

ARTICLE I
PURPOSE AND PARTIES

Section 1.01. Purpose. The purpose for which the Association is formed is to govern the area known as the Lakes of Coppell, situated in the County of Dallas, State of Texas, which property is described in that certain Declaration of Covenants, Conditions and Restrictions for the Lakes of Coppell ("Declaration").

Section 1.02. Parties. All present or future Owners, tenants, future tenants of any Estate, or any other person who might use in any manner the facilities of the Property are subject to the provisions and any regulations set forth in these Bylaws. The mere acquisition, lease or rental of any Estate or the mere act of occupancy of a Estate will signify that these Bylaws are accepted, approved, ratified, and will be complied with.

ARTICLE II
DEFINITIONS

The definitions contained in the Declaration recorded on December 14, 1984, in Volume 84244, Page 5412, Deed Records, Dallas County, Texas, are incorporated herein by reference.

ARTICLE III
MEMBERSHIP AND VOTING RIGHTS IN
THE COMMERCIAL ASSOCIATION

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 and these Bylaws of the Association and the rules and regulations from time to time promulgated by the Association. Membership of an Owner in the Association shall be appurtenant to and may not be separated from the interest of such

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File Name: *004 Bylaws Rec 2000*
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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 Area, or both may be regulated or suspended as provided in the Declaration, these Bylaws of the Association and/or the Association rules. Persons or entities shall be Members by reason of ownership of land used for public or private schools, governmental or quasi-governmental purposes, churches or other religious purposes 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 park, public land, road, easement, right-of-way or mineral interest. In addition, any person or entity that holds an interest in and to all or any part of the Property merely as security for the performance of an obligation shall not be a Member.

Section 3.02. Transfer. Membership of an Owner in the Association may not be severed from or in any way transferred, pledged, mortgaged or alienated except upon the sale or assignment of said Owner's interest in all or any part of the Property and then only to the purchaser or assignee as the new Owner thereof. Such membership shall not be severed by the encumbrance by an Owner in 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 further force or effect, and will not be 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 the membership to the new Owner thereof. In the event an Owner should fail or refuse to transfer the membership in the Association registered in such Owner's name to the transferee of such Owner's interest in all or any part of the Property, the Association shall have the right to record the transfer upon the books and records of the Association.

Section 3.03. Classes of Voting Membership and Voting Rights. The Association shall have two (2) classes of voting membership:

CLASS A MEMBERSHIP. Class A Members shall be all Owners with the exception of the Declarant. Subject to the provisions of Section 3.05, Class A Members shall be entitled to:

(a) One (1) vote for each Lot (whether or not such Lot has been improved with a residential structure) in which such Member holds the interest required for membership in the Association; and

(b) One (1) vote for each and every 20,000 square feet of real estate owned by such Member out of and a part of the Property, not subdivided by such Owner into Lots. No Class A Member shall be entitled to a vote pursuant to this Section 3.03(b) in the event such Owner owns less than 20,000 square feet of real estate out of and a part of the Property unless such tract or parcel of

land containing less than 20,000 square feet of land has been platted as a Lot. A fractional number of votes shall be rounded off to the nearest whole number. For purposes of this Section 3.03(b) only, any lot, tract or parcel of real estate out of and a part of the Property upon which is constructed a Condominium Building or an Apartment Complex shall not be considered for purposes of calculating the number of square feet of real estate owned by a Class A Member. In the event that the Owner of an Apartment Complex or the developer of a Condominium Building is developing such improvements in phases and during the course of such development such Owner or developer has completed certain phases of the Apartment Complex or Condominium Buildings while retaining adjoining Tracts for future development the votes allocated between the Tracts, Apartment Complexes and/or Condominium Buildings shall be determined by the Board of Directors in its reasonable discretion. Votes allocated to Apartment Complexes and Condominium Buildings shall be determined in accordance with Sections 3.03(d) and 3.03(c), respectively. The Board of Directors shall, in its reasonable discretion, determine how much of the unimproved Property within a phased development owned by an Owner shall be deemed to be a Tract the ownership of which entitles the Owner to those votes set forth in this Section 3.03(b); and

(c) One (1) vote for each and every Condominium Unit owned by such Class A member in a Condominium Building for which a certificate of occupancy has been issued by the appropriate governmental authorities. Where an association or other organization has been established with respect to a Condominium Building, the board of directors or other governing body so empowered under the organizational documents of such association or organization shall not be entitled to cast all of the votes exercisable hereunder with respect to such Condominium Building on each and every matter in question on which a vote is authorized or permitted under the Declaration or the Articles of Incorporation or these Bylaws of the Association. Such association or organization may not be entitled to cast the votes exercisable hereunder in one block on behalf of such Condominium Building or condominium regime. Each individual Owner of a Condominium Unit shall be entitled to cast the vote allocated to such Owner's Condominium Unit; and

(d) One-fourth (1/4) vote for each and every Apartment Unit owned by such Class A member within an Apartment Complex for which a Certificate of

Occupancy has been issued by the appropriate governmental authorities.

CLASS B MEMBERSHIP. The Class B Member shall be the Declarant. The Class B Member shall be entitled to one (1) vote for each and every 1,000 square feet of real estate owned by it within the Property; provided, however, real estate owned by Declarant and designated as Common Area shall not be included in determining the votes to which Declarant is entitled. The Class B Membership shall cease and be converted to Class A Membership on the happening of either of the following events, whichever occurs earlier:

(a) When the total number of votes outstanding in the Class A Membership is ten (10) times greater than the total number of votes outstanding in the Class B Membership; or

(b) On the date of the sale by Declarant of seventy-five percent (75%) of the Property as such Property may be supplemented or expanded by annexation, merger or consolidation in accordance with Article II of the Declaration. Upon the termination of the Class B Membership, the Declarant shall thereafter be a Class A Member.

Notwithstanding the foregoing, with respect to Estates owned by the Declarant and developed or being developed as an Apartment Complex, Condominium Building or Lot, the Declarant shall be deemed to be a Class A Member for purposes of calculating votes attributable to the Estates being developed as aforesaid.

Section 3.04. Suspension of Voting Rights. The voting rights of any Member set forth in this Declaration may be suspended by the Board of Directors of the Association for any period during which any Assessment remains past due, unless the Member is in good faith contesting the validity or amount of the Assessment.

Section 3.05. Multiple Owner Votes. Votes hereunder may not be cast on a fractional basis between multiple Owners of (a) a Lot, (b) a lot, tract or parcel of real estate out of or a part of the Property containing 20,000 square feet or more, (c) a Condominium Unit in a Condominium Building or (d) an Apartment Unit within an Apartment Complex. Further, where there are multiple Owners of an Estate it is not intended by Section 3.03 that each of said Owners shall be entitled to cast the votes allocated to such Estate. As an example, where three (3) persons own a Lot or Condominium Unit they shall jointly be entitled to vote the one (1) vote allocated to such Estate and shall not each be entitled to cast a full vote. When more than one person or entity owns the interest or interests in and to any of the items described in (a) through (d) of this Section, as required for Membership in the Association, each and every person or entity shall be a Class A Member, and the vote for any of the items described in (a) through (d) of this Section shall be exercised as they, among themselves, collectively determine. If such Owners are unable to agree among themselves as to how their vote or votes shall be

cast, they shall forfeit the vote or votes on the matter in question. If more than one (1) person or entity purports to exercise the voting rights with respect to any of the items described in (a) through (d) of this Section on any matter in question, none of such votes shall be counted in tabulating the vote on such matter and such votes shall be deemed void. The Association shall not be required to recognize the vote or written assent of any such multiple Owners except the vote or written assent of the Owner designated in writing executed by all of such multiple Owners and delivered to the Association.

Section 3.06. Quorum, Notice and Voting Requirements.

(a) Subject to the provisions of Paragraph (c) of this Section, any action authorized by Sections 11.06 or 11.07 of Article XI of these Bylaws shall require the assent of the majority of the vote of each Class of Members entitled to vote, which Members are voting in person or by proxy at a meeting duly called for that purpose, written notice of which meeting shall be given to all Members not less than ten (10) days nor more than sixty (60) days in advance and shall set forth the purpose of such meeting.

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

At the first meeting called, the presence at the meeting of Members, or of proxies, entitled to cast fifty percent (50%) of all of the votes of each Class of Members of the Association shall constitute a quorum. If the required quorum is not present at the first meeting, one additional meeting may be called subject to the notice requirement hereinabove set forth, and the required quorum at such second meeting shall be one-half (1/2) of the required quorum at the preceding meeting; provided, however, that no such second meeting shall be held more than sixty (60) days following the first meeting.

(c) As an alternative to the procedure set forth above, any action referred to in Paragraph (a) of this Section may be taken with the assent given in writing and signed by the Members who hold at least sixty percent (60%) of the outstanding votes of each Class of Members of the Association; so long as all Members are given prior written notice of the action to be taken in accordance with this Section 3.06(c).

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

Section 3.07. Additional Voting Requirements. Notwithstanding anything to the contrary contained in these Bylaws, consent of the Members to which at least sixty seven percent (67%) of the votes in each Class of Members

in the Association are allocated and the approval of Eligible Lenders holding mortgages on Estates which have at least fifty-one percent (51%) of the votes of Estates subject to Eligible Lender mortgages shall be required to add or amend any material provisions of these Bylaws or the Articles of Incorporation or the Declaration of the Association which establish, provide for, govern or regulate any of the following:

- (a) Voting rights;
- (b) Assessments, assessment liens or subordination of such liens;
- (c) Reserves for maintenance, repair and replacement of the Common Area;
- (d) Insurance or fidelity bonds;
- (e) Rights to use of the Common Area;
- (f) Expansion or contraction of the Property or the addition, annexation or withdrawal of property to or from the Property;
- (g) Boundaries of any Estate;
- (h) The interests in the Common Area;
- (i) Convertibility of Estates into Common Area or of Common Areas into Estates;
- (j) Imposition of any right of first refusal or similar restriction on the right of an Estate Owner to sell, transfer, or otherwise convey his or her Estate but in no event shall any such right or restriction be imposed by the Association;
- (k) Any provisions which are for the express benefit of mortgage holders or Eligible Lenders;
- (l) Responsibility for maintenance and repair; and
- (m) --the leasing of Estates.

Any Eligible Lender who receives a written request to approve additions or amendments or a written request for some other response and who does not deliver or post to the Association a negative response within thirty (30) days of such request shall be deemed to have approved such request.

Eligible Lenders shall only be entitled to vote those votes as are allocated to the Estate covered by their lien.

Further, and notwithstanding anything implied to the contrary in this Section 3.07, Eligible Lenders shall only be entitled to vote on matters which would have the effect of altering or amending material provisions of this Declaration which relate to those matters set forth in Section 3.07 (a)-(m).

As an example, if these Bylaws require a majority vote of the Members to increase the rate of annual assessment then such rate may be increased by a majority vote of the Members without the vote of Eligible Lenders. On the other hand, if the issue presented for a vote is one intended to reduce the amount of votes required to increase the rate of annual assessment by amending those provisions of these Bylaws, then such issue must be approved by 67 percent of the votes of each Class of the Members of the Association and 51 percent of the Eligible Lenders. Eligible Lenders shall, in any event, be considered as one (1) class of voters with all of their votes to be taken together to determine whether a fifty-one percent (51%) majority of such persons or entities has approved such amendment.

~~Section 3.08. -- Annual Meeting. -- The first annual meeting of the Members shall be held within one year from the date of incorporation of the Association. The next annual meeting shall be set by the Board so as to occur no later than 90 days after the close of the Association's fiscal year. -- Subsequent regular annual meetings of the Members shall be held on the same day of the same month of each year thereafter, at the hour of seven o'clock p.m. -- If the day for the annual meeting of the Members is a legal holiday, the meeting will be held at the same hour on the first day following which is not a legal holiday (excluding Saturday and Sunday). (See page 7.1 for new Section 3.08)~~

Section 3.09. Special Meetings. Special meetings of the Members may be called at any time by the Declarant or by a majority of a quorum of the Board of Directors or upon receipt by the Board of a written request for a special meeting signed by Members representing at least sixty percent (60%) of the total voting power of the Members of the Association, regardless of class.

Section 3.10. 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. Every proxy shall be revocable and shall automatically cease upon conveyance by the Member of his Estate, or upon receipt of notice by the secretary of the Board of the death or judicially declared incompetence of such Member. No proxy shall be valid after the expiration of 11 months from the date thereof unless otherwise provided in the proxy, except that the maximum term of any proxy shall be three years from the date of execution.

Section 3.11. Action Without Meeting By Written Ballot. Any action which may be taken by the vote of 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 Non-Profit Corporation Act and the Miscellaneous Corporate Statutes. If an action is taken without a meeting, the Board shall distribute a written ballot to every Member entitled to vote on the matter. The ballot shall set forth the proposed action, provide any opportunity to specify approval or disapproval of any proposal, and provide a reasonable time within which to return the ballot to the Association. Approval by written ballot shall be valid only when the number of votes cast by ballot within the time period specified equals or exceeds the quorum required to be present at a meeting authorizing the action, and the number of approvals equals or exceeds the number of votes that would be required to approve at a meeting at which the total number of votes cast was the same as the number of votes cast by ballot.

Replace in its entirety Section 3.08, Article III of the Bylaws with the following:

"Section 3.08. Annual Meeting. An annual meeting of the Members will be held no later than ninety (90) days after the close of the fiscal year of the Association. The date and place of such annual meeting will be set by the Board of Directors, provided that an annual meeting may not take place on a Sunday or on a day designated as a legal holiday by the United States Postal Service. Annual meetings of the Members will commence at the hour of seven o'clock p.m., central time. Notice of the annual meeting will be sent to the Members not less than ten (10) days nor more than fifty (50) days prior to the date on which such meeting is to take place. Notices of meetings of the Members will be sent via regular mail, postage prepaid, to the Members at their respective mailing addresses on record with the Association as of the date five (5) business days prior to the day on which the notices are delivered into the care and custody of the United States Postal Service."

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 three (3) directors, who need not be members of the Association. The number of directors may be changed by amendment of the Bylaws of the Association. The members of the initial Board of Directors, or their successors, shall serve until the first annual meeting of the Members. In case of the resignation, death, or failure, incapacity, or refusal to serve of any of said initial directors prior to said time, the remaining directors may appoint a substitute director or directors to serve the remainder of said period.

~~Section 4.02. Term of Office. At the first meeting of the Association the Members, voting regardless of Class, shall elect one director for a term of one year, one director for a term of two years and one director for a term of three years; at each annual meeting thereafter the Members shall elect one director for a term of three years. (See page 8.1 for new Section 4.02)~~

Section 4.03. Removal. Any director may be removed from the Board with or without cause, by a majority vote of the Members of the Association.

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 the vote or written assent of a majority of the voting power of the Association, regardless of class.

Section 4.05. Indemnification of Officers and Directors. 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, except in cases of fraud, willful malfeasance, gross negligence or bad faith of the Director or Officer in the performance of duties.

ARTICLE V
NOMINATION AND ELECTION OF DIRECTORS

Section 5.01. Nomination. Nomination for election to the Board shall be made by a Nominating Committee. Nominations may also be made from the floor at the annual meeting. The Nominating Committee shall

Replace in its entirety Section 4.02, Article IV of the Bylaws with the following:

"Section 4.02. Term of Office. All the directors shall be elected at the annual meeting of the Members, except as provided in Section 4.04 of this Article. Each director elected shall hold office until his successor is elected and qualified."

Replace the existing Section 4.02 in its entirety and substitute the following therefor:

Section 4.02. Term of Office. Those directors serving on the date this amendment to the Bylaws is duly adopted shall remain in office until the terms for which they were elected expire. Successor directors shall be elected by the vote of those members present or represented by proxy at the annual or other meeting of the membership of the Association at which a quorum is present. At the first election of the directors of the Association following the date this amendment to the Bylaws is duly adopted, the terms of successor directors shall be staggered on a one (1) and two (2) year basis. The three persons receiving the highest number of votes shall be elected for a term of two years and the two persons receiving the next highest number of votes shall be elected for a term of one year. Successor directors shall be elected for a term of two years. Each director shall hold office until his successor is elected and qualified.

CERTIFICATION

I, the undersigned, the duly elected and acting Secretary of Lakes of Coppell Owners Association, Inc., a non-profit corporation, do hereby certify:

That the within and foregoing amendment to Article IV, Section 4.02 was adopted and became effective as of March 30, 1993, and that same does now constitute a portion of the Bylaws of said corporation.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed the seal of the corporation the 18th day of May, 1993.


Secretary

0616A

consist of a Chairman, who shall be a member of the Board, and two or more Members of the Association. The Nominating Committee shall be appointed by the Board not less than thirty days prior to each annual meeting of the Members, to serve until the close of such annual meeting. The Nominating Committee shall make as many nominations for election to the Board as it shall in its discretion determine, but not less than the number of vacancies that are to be filled. Such nominations must be made from among Members.

Section 5.02. Reasonable Arrangements, Election of Board. 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.

Section 5.03. No Compensation. No Director shall receive compensation for any service that Director may render to the Association. However, any Director may be reimbursed for actual expenses incurred in the performance of the Director's duties.

ARTICLE VI MEETINGS OF DIRECTORS

~~Section 6.01. Regular Meetings. Regular meetings of the Board shall be held monthly at such place within the Property, and at such hour as may be fixed from time to time by resolution of the Board. Should said meeting fall upon a legal holiday, then that meeting shall be held at the same time on the next day which is not a legal holiday, excluding Saturday and Sunday. Notice of the agenda and place of meeting shall be delivered either personally, by mail, by telephone or telegraph to the Board members not less than four 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. (See page 9.1 for new Section 6.01)~~

Section 6.02. Special Meetings. Special meetings of the Board shall be held when called by written notice signed by the President of the Association, or by any two Directors other than the President. The notice shall specify the time and place of the meeting and the nature of any special business to be considered. The notice shall be sent to all Directors by mail not less than 72 hours 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.

Section 6.03. Quorum. A majority of the number of Directors 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

1. Replace in its entirety Section 6.01, Article VI of the Bylaws with the following:

"Section 6.01. Regular Meetings. Regular meetings of the Board shall be held quarterly; the date, place and hour to be fixed from time to time by resolution of the Board, provided however, the place of regular meetings will be at a location which is not greater than thirty (30) miles from the Property. Notice of the agenda and place of meeting shall be delivered either personally, by mail, by telephone or telegraph to the Board members not less than four 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."

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 Telephonic 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 telephone. If the Board resolves by unanimous written consent to take action, an explanation of the action taken shall be sent by mail to all Directors within three days after the written consents of all Board members have been obtained.

ARTICLE VII GENERAL POWERS AND DUTIES OF THE BOARD OF DIRECTORS OF THE ASSOCIATION

Section 7.01. Powers and Duties. The affairs of the Association shall be conducted by the Board of Directors (herein so-called) of the Association. In addition to the powers and duties enumerated in the Declaration, or elsewhere provided for herein, and without limiting the generality thereof, the Board of Directors of the Association, for the mutual benefit of the Members of the Association, shall have the following powers and/or duties:

(a) If, as and when the Board of Directors of the Association, in its sole discretion, deems necessary it may take such action to enforce the terms and provisions of the Declaration and the Articles of Incorporation and the Bylaws of the Association by appropriate means and carry out the obligations of the Association hereunder, including without limitation, the expenditure of funds of the Association, the employment of legal counsel and accounting services, the commencement of legal causes of action, the promulgation and enforcement of the Association rules (herein so-called) which may include the establishment of a system of fines and/or penalties enforceable as special individual assessments as provided in Section 11.05 of Article XI and Section 7.03 of Article VII of these Bylaws, and to enjoin and/or seek legal damages from any Owner for violation of such provisions or rules;

(b) To acquire, maintain and otherwise manage all of the Common Area and all facilities, improvements and landscaping thereon, and all personal property acquired or owned by the Association;

(c) 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 Area, unless the same are separately assessed to all or any of the Owners;

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

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

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

(g) 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 of Directors of the Association;

(h) 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 Area;

(i) To enter into contracts for the provision of security services to the Property;

(j) If, as and when the Board of Directors of the Association, in its sole discretion, deems necessary it may take action to protect or defend the Common Area or other property of the Association from loss or damage by suit or otherwise;

(k) To sue and defend in any court of law on behalf of the Association or one (1) or more Members thereof;

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

(m) To make reasonable rules and regulations for the operation and use of the Common Area and to amend same from time to time; provided, however, that any rule or regulation may be amended or repealed by an instrument in writing signed by a

majority of the Members or, with respect to a rule or regulation applicable to less than all of the Property, by the Members in that portion of the Property affected thereby;

(n) To make available to each Owner and any individual or entity holding a mortgage or deed of trust on any Estate within sixty (60) days after the end of each fiscal year, an unaudited annual report and such annual report shall contain a balance sheet, income statement, statement of sources and uses of funds, auditor's opinion and notes;

(o) 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 Section 11.04;

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

(q) To maintain the landscaped areas of Estates, all at the sole cost and expense of Estate Owners contracting with the Association for the provision of such services;

(r) To delegate its powers and duties to committees, officers or employees, 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 without cause on not more than thirty (30) 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;

(s) To cause to be kept a complete record of all its acts and corporate affairs and to present a statement thereof to the Members at the annual meeting of the Members, or at any special meeting when such statement is requested in writing by 5% or more of the total voting power of the Class A Members of the Association;

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

(u) To fill vacancies on the Board except for vacancies created by the removal of a Director.

Section 7.02. Contracts Terminable. Prior to the date that the Class B Membership converts to Class A Membership, the Board of Directors shall enter into no contracts or agreements which are not terminable by such Board upon no more than ninety (90) days prior written notice.

Section 7.03. Procedure for Imposition of Fines. The Association may impose monetary penalties for failure to comply with the governing instruments, provided that any imposition of fines be done according to the following procedure.

The Association shall give the accused Member a 20 days written notice of the action to be taken, stating the reasons therefore, and a timely opportunity to be heard by the Board with respect to the alleged violation. The notice shall be given personally to such Member or sent by registered mail to the last address of such Member as shown on the records of the Association. The accused Member may have Counsel present at any such meeting. The opportunity to be heard may, at the election of such Member, be oral or in writing and shall occur not less than 10 days before the effective date of the imposition of fines.

The hearing shall be conducted in the county in which the Property is located, at a place designated in the notice to the accused Member, by a committee composed of not less than three nor more than five Board Members. The hearing shall be presided over by the President, who shall perform the following duties:

- (a) Read the charges against the subject Member;
- (b) Require that the charges be verified by testimony of the person or persons making them;
- (c) Hear any other witnesses against the subject Member;
- (d) Allow the subject Member to cross-examine each witness following the testimony of that witness;
- (e) Allow the subject Member to make a statement in his or her own behalf;
- (f) Allow the subject Member to call witnesses in his or her own behalf; and
- (g) Allow the Members of the committee conducting the hearing to question the witnesses after they have been questioned by the subject Member.

The committee conducting the hearing shall conduct the hearing in good faith and in a fair and reasonable manner. The committee shall have the exclusive power and authority to decide that the proposed disciplinary action may not be imposed.

Notwithstanding the foregoing, neither the Association, nor its Board of Directors shall be required to implement the procedures set forth in this Section 7.03 prior to or as a condition to the suspension of rights (including, but not limited to, or rights to use the Common Area) of an Owner as a Member of the Association.

ARTICLE VIII
OFFICERS AND THEIR DUTIES

Section 8.01. Enumeration of Officers. The officers of this Association shall be as follows:

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

Section 8.02. Election of Officers. The election of officers shall take place at the first meeting of the Board following each annual meeting of the Members.

Section 8.03. Term. The officers of this Association shall be elected annually by the Board and each shall hold office for one year unless such officer shall sooner resign, or shall be removed, or otherwise disqualified to serve.

Section 8.04. Special Appointments. The Board may elect such other officers as the affairs of the Association may require, each of whom shall hold office for such period, having such authority, and perform such duties as the Board may, from time to time, determine.

Section 8.05. Resignation and Removal. Any officer may be removed from office by the Board with or without cause. Any officer may resign at any time by giving written notice to the Board, the President or the Secretary. Such resignation shall take effect on the date of receipt of such notice or at any later time specified therein, and unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

Section 8.06. Vacancies. A vacancy in any office may be filled by appointment by the Board. The officer appointed to such vacancy shall serve for the remainder of the term of the replaced officer.

Section 8.07. Multiple Offices. The offices of Secretary and Treasurer may be held by the same person. No person shall simultaneously hold more than one of any of the other offices except in the case of special offices created pursuant to the section on "Special Appointments" in this Article.

Section 8.08. Duties. The duties of the officers are as follows:

(a) President. The President shall preside at all meetings of the Board; shall see that orders and resolutions of the Board are carried out and shall sign all leases, mortgages, deeds and other written instruments.

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

(c) Secretary. The Secretary shall record the votes and keep the minutes of all meetings and proceedings of the Board and of the Members; serve notice of meetings of the Board and of the Members; keep appropriate current records showing the Members of the Association together with their addresses, and shall perform such other duties as required by the Board.

(d) Treasurer. The Treasurer shall receive and deposit in appropriate bank accounts all monies of the Association and shall disburse such funds as directed by resolution of the Board.

ARTICLE IX FINANCIAL REPORTS

Section 9.01. The following financial statements for the Association shall be prepared and distributed to each Member and each Eligible Lender requesting the same, regardless of the number of Members or the amount of assets of the Association.

(a) Budget. A pro forma operating statement (budget) for each fiscal year shall be distributed to each Member not less than 30 days before the beginning of the fiscal year; and shall include projected expenses for the Association.

(b) Annual Report. An unaudited annual report consisting of the following shall be distributed within 60 days after the close of the fiscal year:

(i) A balance sheet as of the end of the fiscal year;

(ii) An operating or income statement for the fiscal year; and

(iii) A statement of any changes in financial position for the fiscal year.

ARTICLE X
BOOKS AND RECORDS

Section 10.01. 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 of the Association, 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 within the Property as the Board shall prescribe.

Section 10.02. 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; or

(c) Payment of the cost of reproducing copies of documents requested by a Member.

Section 10.03. 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 XI
ASSESSMENTS

Section 11.01. Covenants for Assessments. The Declarant, for each lot, tract or parcel of real estate owned by it out of or a part of the Property, hereby covenants and agrees to pay, and each Owner of any lot, tract or parcel of real estate out of or a part of the Property by acceptance of a deed or other conveyance document creating in such Owner the interest required to be deemed an Owner, whether or not it shall be so expressed in any such deed or other conveyance document, shall be deemed to covenant and agree (and such covenant and agreement shall be deemed to constitute a portion of the consideration and purchase money for the acquisition of such lot, tract or parcel of real estate out of or a part of the Property) to pay to the Association (or to any entity or collection agency designated by the Association): (1) annual assessments or charges (as specified in Section 11.03 of this Article XI), such assessments to be fixed, established and collected from time to time as herein provided; (2) special assessments for capital improvements and other purposes (as specified in Section 11.04 of this Article XI), such assessments to be fixed, established and collected from time to time as herein provided; and (3) individual special assessments levied against individual Owners to reimburse the Association for extra costs for maintenance and repairs caused by the willful or negligent acts or omissions of

an individual Owner and not caused by ordinary wear and tear (as specified in Section 11.05 of this Article XI), such assessments to be fixed, established and collected from time to time as herein provided. The assessments ("Assessments") described in (1), (2) and (3) of this Section 11.01 of Article XI, together with interest thereon, attorneys' fees, court costs and other costs of collection thereof, as herein provided, shall be a charge on the land and shall be a continuing lien upon each Estate against which each such assessment is made. Each such assessment, together with interest thereon, attorneys' fees, court costs and other costs of collection thereof, as herein provided, shall also be the personal obligation of the Owner of such Estate against which such Assessment is made at the time when the Assessment fell due. No Owner may exempt himself from liability for such Assessment or waive or otherwise escape liability for the Assessments for non-use of the Common Area or abandonment of his Estate. The personal obligation to pay any such Assessment, together with interest thereon, attorneys' fees, court costs and other costs of collection thereof, as herein provided, shall pass to the successors in title of such Owner whether or not expressly assumed in writing by such successors; provided, however, that such personal obligation to pay Assessments and other costs and charges shall not pass to mortgagees of such Owner who succeed to the title of such Owner.

Section 11.02. Purpose of Assessments. The Assessments levied by the Association shall be used, in part, for the purpose of: (1) promoting the recreation, comfort, health, safety and welfare of the Members and/or the residents of the Property, (2) managing the Common Area, (3) enhancing the quality of life in the Property and the value of the Property, and in particular for the improvement and maintenance of the properties, services and facilities devoted to the purpose and related to the use and enjoyment of the Property including, but not limited to, the payment of taxes on the Common Area and insurance in connection with the Common Area and the repair, replacement and addition thereto; for paying the cost of labor, equipment (including the expense of leasing any equipment); for carrying out the powers and duties of the Board of Directors of the Association as set forth in Article VII of these By-laws; for carrying out the purposes of the Association as stated in its Articles of Incorporation; and for carrying out the powers and duties of the Architectural Review Committee and the Board of Directors.

Section 11.03. Annual Assessments.

(a) Except as set forth in Section 11.03(b) below, each Member shall pay to the Association an annual assessment not to exceed eighteen cents (\$0.18) per one hundred dollars (\$100.00) of value of the Estate so owned by such Owner, as assessed by the Dallas County Appraisal District (or if such Estate is not assessed by the Dallas County Appraisal District, then by the taxing or appraisal authority that establishes tax values for the municipal tax roll of the municipality or governmental district in which the Estate is situated), for ad valorem tax purposes for the current calendar year.

Notwithstanding the preceding sentence of this Section 11.03(a), the following provisions of this Section 11.03(a) shall govern and control the determination of the assessed valuation of an Estate which is in the process of being improved

with an Apartment Complex. In the event that an Apartment Complex is under construction or has been completed, but its market value (as increased by such improvements) has not yet been reappraised and recognized on the ad valorem tax rolls by the relevant municipal appraising authority, the Board of Directors may adjust the assessed valuation of such Estate to reflect its estimated market value based upon improvements completed as of January 1 of the year in which the annual assessments shall be levied. Further, at the time that a Certificate of Occupancy is issued for all or a portion of an Estate, the Board of Directors may make an additional adjustment to the assessed valuation of the Estate to reflect the estimated assessed valuation of the Estate at substantial completion. The annual assessments levied with respect to an Apartment Complex may be adjusted effective as of January 1 in any year that the assessed valuation for the Estate is adjusted in accordance with the preceding and may be adjusted effective as of the first day of the month of issuance of a Certificate of Occupancy for all or any portion of an Apartment Complex. Such adjustment to the annual assessment will be made as a result of the adjustments in assessed valuation determined by the Board of Directors, in its reasonable judgment, in accordance with the preceding provisions of this Section 11.03(a). The determination of the Board of Directors as to the assessed valuation of the Apartment Complex as substantially complete, shall be the basis for the determination of annual assessments until such time as the Dallas County Appraisal District (or if such Apartment Complex is not assessed by the Dallas County Appraisal District, then by the taxing or appraisal authority that establishes tax values for the municipal tax roll of the municipality or governmental district in which the Estate is situated) has reappraised the Apartment Complex as substantially complete and such reappraisal is incorporated into the tax roles and records of the relevant municipality. Thereafter, annual assessments shall be determined in accordance with the provisions of the first sentence of Section 11.03(a). Any valuations for assessment purposes made by the Board of Directors in accordance with the foregoing shall be made in a reasonable and good faith manner and shall yield consistent valuations among different Owners and different Estates. In the event that any such valuation for assessment of an Estate made by the Board of Directors subsequently proves to be higher than the valuation for assessment of such Estate made by the relevant municipal appraising authority, the Owner of such Estate shall be entitled to a credit against subsequent assessments in an amount equal to the excess assessments paid by the Owner of such Estate as a result of such higher evaluation.

(b) The provisions of this Section 11.03(b) apply to all Estates improved with or zoned or restricted to use for Residential Use other than Estates improved with or zoned or restricted to use as an Apartment Complex. Notwithstanding anything to the contrary contained in Section 11.03(a) above, each Owner of an Estate improved with residential improvements, other than an Apartment Complex, which Estate has not been reassessed by the Dallas County Appraisal District (or such substitute or successor

assessing authority, as aforesaid) subsequent to the issuance of a Certificate of Occupancy shall pay annual assessments determined in accordance with this Section 11.03(b). Prior to the issuance of the Certificate of Occupancy, each Member owning an Estate covered by this Section 11.03(b) shall pay to the Association an annual assessment not to exceed eighteen cents (\$.18) per one hundred dollars (\$100.00) of value of the Estate so owned by such Owner, as assessed by the Dallas County Appraisal District (or such substitute or successor assessing authority, as aforesaid) for ad valorem tax purposes for the preceding calendar year. Upon the issuance of a Certificate of Occupancy for an Estate covered by this Section 11.03(b) the annual assessment for any such Estate shall be equal to one hundred twenty dollars (\$120.00) per annum for the period of time specified in the following sentence. The assessments for Estates covered by this Section 11.03(b) shall be equal to one hundred twenty dollars (\$120.00) per annum from and after the date of issuance of the Certificate of Occupancy for the residential improvements on such Estate until December 31 of the year in which said Estate has been reassessed by the Dallas County Appraisal District (or such substitute or successor assessing authority, as aforesaid) based upon the value of the Estate with the improvements thereon certified for occupancy. For calendar years thereafter, the annual assessment for the Estate covered by this Section 11.03(b) shall be determined in accordance with the provisions of the first sentence of Section 11.03(a).

(c) The Board of Directors may, after consideration of current maintenance, operational and other costs and the future needs of the Association, fix the actual annual assessments for any year at a lesser amount. The Association may not accumulate a surplus at the end of any fiscal year which is more than thirty percent (30%) of the maximum permissible annual assessment for the subsequent fiscal year to be levied against the Members of the Association. The Board of Directors shall, should any such surplus exist at the end of any fiscal year, reduce the annual assessment to be levied against the Members of the Association for the subsequent fiscal year by an amount equal to such surplus. Declarant shall not be required to pay assessments with respect to portions of the Property owned by Declarant and designated as Common Area.

(d) The amount and time of the payment of the annual assessment shall be determined by the Board of Directors pursuant to the Articles of Incorporation and these Bylaws. The Board may provide that annual assessments shall be paid monthly, quarterly, semi-annually or annually on a calendar year basis. Not later than thirty (30) days prior to the beginning of each fiscal year of the Association, the Board shall estimate the total common expenses to be incurred by the Association for the forthcoming fiscal year. The Board shall then determine, in a manner consistent with the terms and provisions of these Bylaws, the amount of the annual assessment to be paid by each Member. Written notice of the annual assessment to be paid by each Member shall be sent to every Member but only to one joint owner. Each Member shall

thereafter pay to the Association his annual assessment in installments as established by the Board.

Section 11.04. Special Assessments. In addition to the annual assessments authorized by Section 11.03 of this Article IX, the Association may levy in any calendar year a special assessment for the purpose of defraying, in whole or in part, the cost of any construction or reconstruction, unexpected repair or replacement of a capital improvement upon the Common Area, including the necessary fixtures and personal property related thereto, or for maintenance of portions of the Common Area and improvements therein or for carrying out other purposes of the Association as stated in these By-laws; provided, that, any such special assessment levied by the Association shall have the affirmative approval of the Members of the Association, as provided herein.

Section 11.05. Special Individual Assessments. Upon the affirmative majority vote of the Board of Directors as provided herein, the Association may levy special assessments against individual Owners for: (i) reimbursement to the Association for repairs to the Common Area and improvements thereto, occasioned by the willful or negligent acts of such Owner(s) and not the result of ordinary wear and tear; or (ii) for payment of fines, penalties or other charges imposed against an individual or separate Owner relative to such Owner's failure to comply with the provisions of the Declaration, these Bylaws or any rules or regulations promulgated hereunder.

Section 11.06. Vote Required for Increase in Rate of Annual Assessment. The increase in the rate of the annual assessment as authorized by Section 11.03 of this Article XI must be approved as follows:

(a) From and after January 1 of the year immediately following the conveyance of the first Estate to an Owner, the maximum annual assessment may be increased each year not more than ten percent (10%) (such maximum percentage increase may be cumulative from year-to-year) above the maximum assessment for the previous year without a vote of the membership.

(b) From and after January 1 of the year immediately following the conveyance of the first Estate to an Owner, the maximum annual assessment may be increased above ten percent (10%) by the vote or written consent of at least fifty-one percent (51%) of each class of Members, inclusive of the class of Eligible Lenders.

(c) The Board of Directors shall fix the annual assessment at an amount not in excess of the maximum unless otherwise approved in accordance with the preceding.

Section 11.07. Vote Required for Special Assessment. Any special assessment levied by the Association in accordance with Section 11.04 of this Article XI, must be approved by the Members in accordance with Section 3.07 hereof.

Section 11.08. Date of Commencement of Annual Assessments and Due Date of Assessments. The annual assessments provided for in these Bylaws

shall commence as to the Property on October 1, 1985, and such assessment or any installment thereof (if payable in installments) shall be considered delinquent if not paid by October 30, 1985. The first annual assessment shall be made for the balance of the calendar year in which it is levied. The amount of the annual assessment which may be levied for the balance remaining in the first year of assessment shall be an amount which bears the same relationship to the annual assessment provided for in Section 11.03 of this Article XI as the remaining number of months in that year bear to twelve (12). The annual assessments for any year after 1985 shall become due and payable on January 1 of such year and such assessment or any installment thereof (if payable in installments) shall be considered delinquent if not paid within thirty (30) days after such assessment or any installment thereof is stated to be due and payable.

The due date and the date of delinquency of any special assessment or special individual assessment under Section 11.04 or 11.05 of this Article XI, respectively, shall be fixed by the Association.

Section 11.09. Division of Special Assessments. Special Assessments shall be fixed at an amount for each Estate equal to the product of the total special assessment times a fraction, the numerator of which is the assessed valuation of such Estate (as determined in accordance with Section 11.03 of this Article XI) and the denominator of which is the total of all such assessed valuations for Estates within the Property.

Section 11.10. No Offsets. All Assessments shall be payable in the amount specified by the Association and no offsets against such amount shall be permitted for any reason.

Section 11.11. Reserves. The annual assessments shall include reasonable amounts as determined by the Board of Directors, collected as reserves for the future periodic maintenance, repair and/or replacement of all or a portion of the Common Area. All amounts collected as reserves, whether pursuant to this Section or otherwise, shall be deposited by the Association in a separate bank account to be held in trust for the purposes for which they were collected and are to be segregated from and not commingled with any other funds of the Association. Assessments collected as reserves shall not be considered to be advance payments of regular assessments.

Section 11.12. Nonpayment of Assessments.

(a) Delinquency. Any Assessment provided for in these Bylaws which is not paid in full when due shall be delinquent on the date after the date due ("delinquency date") as specified in the notice of such Assessment. The Association shall have the right to reject partial payment of an Assessment and demand full payment thereof. If any Assessment or part thereof is not paid within ten (10) days after the delinquency date, the unpaid amount of such Assessment shall bear interest after the delinquency date until paid at a rate equal to the lesser of eighteen percent (18%) per annum or the maximum lawful rate.

(b) Lien. The unpaid amount of any Assessment not paid by the delinquency date shall, together with the interest thereon

as provided in Section 11.12(a) of this Article XI and the cost of collection thereof, including reasonable attorneys' fees, as herein provided, thereupon become a continuing lien and charge on the Estate of the non-paying Owner covered by such Assessment, which shall bind such Estate in the hands of the Owner, and his heirs, executors, administrators, devisees, personal representatives, successors and assigns. The aforesaid lien shall be superior to all other liens and charges against the said real property, except only for tax liens and the lien of any bona fide mortgage or deed of trust now or hereafter placed upon said real property subject to an Assessment and which mortgage or deed of trust is recorded prior to recordation of written notice of past due Assessments. In the event of the foreclosure of a lien superior to the lien for Assessments (which lien is described in the preceding sentence) and the sale of the property subject to an Assessment as a result thereof, the Assessment lien is discharged with respect to all Assessments accrued prior to the sale. Such a sale shall not relieve the Owner of such real property from liability for any Assessment thereafter becoming due nor from the lien of any such subsequent Assessment. The Association shall have the power to subordinate the lien securing the payment of any Assessment rendered by the Association to any other lien. As hereinbefore stated, the personal obligation of the Owner, at the time of such Assessment, to pay such Assessment shall remain the personal obligation of such Owner and may pass to such Owner's successors in title whether or not expressly assumed by them in writing, as set forth in Section 11.01, hereinabove. The lien for the unpaid Assessments shall be unaffected by any sale or assignment of an Estate and shall continue in full force and effect.

To evidence the aforesaid 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 real property covered by such lien and a description of the Estate covered by such lien. Such notice shall be executed by an officer of the Association and shall be recorded in the office of the County Clerk of Dallas County, Texas.

(c) Remedies. The lien securing the payment of the Assessments shall attach to the Estate belonging to such non-paying Owner with the priority set forth in this Section. Subsequent to the recording of a notice of the lien as provided in this Section, or 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 by judicial foreclosure. 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 the Owners personally obligated to pay the Assessment, there shall be added to the amount of any such Assessment the interest provided in this Section, the costs of preparing and filing the complaint in such action and the reasonable attorneys' fees incurred in connection with such action; 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 Member vests in the Association or their assigns the right and power to bring all actions at law or lien foreclosure against such Member or other Members for the collection of such delinquent Assessments. Upon the written request of any mortgagee holding a prior lien on any part of the Property, the Association shall report to said mortgagee any Assessments remaining unpaid for longer than sixty (60) days after the delinquency date of such Assessment.

Section 11.13. Exempt Property. The following property subject to the Declaration shall be exempt from the Assessments, charges and liens created in the Declaration:

(a) All properties dedicated and accepted by the local public authority, public utilities and devoted to public use, including, but not limited to any and all property owned by any school district or the City of Coppell;

(b) All Common Area; and

(c) All portions of the Property owned by non-profit organizations and restricted for use as private schools or churches; provided, however, the exemption of such organizations and the portions of the Property owned by same is subject to review and approval by the Board of Directors of the Association, such exemption being contingent upon approval by the Board of Directors.

Portions of the Property which are exempt from the Assessments, charges and liens created by the Declaration pursuant to Section 11.13(a) or (c) shall in any event be subject to all other provisions of the Declaration including, but not limited to, the Protective Covenants of Article IX, architectural review requirements of Article X, and the liability for special individual assessments as set forth therein. Owners of portions of the Property which are exempt pursuant to Section 11.13(a) and (c) shall be Members of the Association but shall have no voting rights.

Section 11.14. Estoppel Information from Board of Directors with Respect to Assessments. The Board of Directors of the Association shall upon demand at any time furnish to any Owner liable for an Assessment, a certificate in writing signed by an officer of the Association, setting forth whether said Assessment has been paid. Such certificate shall be conclusive evidence of payment of any Assessment therein stated to have been paid. A reasonable charge may be made by the Board for the issuance of such certificates.

ARTICLE XII
AMENDMENTS

Section 12.01. Amendment of Bylaws or the Articles of Incorporation. These Bylaws or the Articles of Incorporation may be amended or changed at a regular or special meeting of the Members by a vote (in person or by proxy) or upon the express written consent of at least fifty-one percent (51%) of the outstanding votes of the Association, regardless of Class.

ARTICLE XIII
MISCELLANEOUS

Section 13.01. 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 closing of the first sale of an Estate.

Section 13.02. Interpretation. In the case of any conflict between the Articles of Incorporation and these Bylaws, the Articles shall control; and in the case of any conflict between the Declaration and these Bylaws, the Declaration 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, the duly elected and acting Secretary of LAKES OF COPPELL OWNERS ASSOCIATION, INC., a non-profit corporation, do hereby certify:

That the within and foregoing Bylaws were adopted as the Bylaws of said corporation on January ____, 1985, and that the same do now constitute the Bylaws of said corporation.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed the seal of said corporation on _____, 1985.

Secretary

CERTIFICATION

I, the undersigned, the duly elected and acting Secretary of Lakes of Coppel Owners Association, Inc., a non-profit corporation, do hereby certify:

That the within and foregoing amendments to Sections 3.08, 4.02 and 6.01 of the Bylaws were adopted and became effective as of March 2, 1989, and that same do now constitute a portion of the Bylaws of said corporation.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed the seal of the corporation the 11 day of July, 1989.

Karen S. Boyd
Secretary

NOTICE OF FILING OF DEDICATORY INSTRUMENTS
FOR
LAKES OF COPPELL

RECEIVED - CMA
JAN 21 2000

STATE OF TEXAS §
 §
COUNTY OF DALLAS §

KNOW ALL MEN BY THESE PRESENTS:

THIS NOTICE OF FILING OF DEDICATORY INSTRUMENTS FOR LAKES OF COPPELL (this "Notice") is made this 30th day of December, 1999, by the Lakes of Coppell Owners Association, Inc. (the "Association").

WITNESSETH:

01/26/00 1964260 \$149.00
Deed

878116

WHEREAS, Triland Investment Group ("Declarant") prepared and recorded an instrument entitled "Declaration of Covenants, Conditions and Restrictions for The Lakes of Coppell" filed of record at Volume 84244, Page 5412 et seq. of the Deed Records of Dallas County, Texas (the "Declaration"); and

WHEREAS, the Association is the property owners' association created by the Declarant to manage or regulate the planned development covered by the Declaration, which development is more particularly described on Exhibit "A" attached hereto and incorporated herein by reference; 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 Dallas 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 "B" are true and correct copies of the originals and are hereby filed of record in the real property records of Dallas County, Texas, in accordance with the requirements of Section 202.006 of the Texas Property Code.

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

LAKES OF COPPELL OWNERS ASSOCIATION, INC.,
a Texas non-profit corporation

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By: gackler Date: 3-19-04
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20000170223302234

By: RKA
Its: President

20001702233

ACKNOWLEDGMENT

STATE OF TEXAS §
 §
COUNTY OF DALLAS §

BEFORE ME, the undersigned authority, on this day personally appeared Ron K. Peck, President of the Lakes of Coppell Owners Association, 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 30th day of December, 1999.



Rita E. Rasberry
Notary Public
State of Texas

7-30-2002
My Commission Expires

F:\RWBWP\G\Notice.ded\lakesofcoppell.notice.wpd

AFTER RECORDING, RETURN TO:

Lance E. Williams, Esq.
Riddle & Williams, P.C.
3811 Turtle Creek Blvd, Suite 1050
Dallas, Texas 75219

EXHIBIT "A"

PROPERTY DESCRIPTION

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By: Spacker Date: 8-19-04
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20080117022350247

EXHIBIT "B"

DEDICATORY INSTRUMENTS

1. Bylaws of Lakes of Coppell Owners Association, Inc.
2. Articles of Incorporation for Lakes of Coppell Owners Association, Inc.
3. Design Guidelines
4. Policy Resolution No. 1/Assessment Collection Policy

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By: <i>cracker</i>	Date: <i>8-19-04</i>
File Name: <i>004 Ded Inst REC 2000</i>	

BEING a tract of land located in the Patience Piles Survey, Abstract No. 1137, the B.B.B. & C.R.R. Survey, Abstract No. 199, the J. H. Mounts Survey, Abstract No. 903 and the Edward Cook Survey, Abstract No. 300, City of Coppell, Dallas County, Texas, being part of 24.5 acre tract described as the "Second Tract" in deed from Laura B. Allen to G. N. Cole as recorded in Volume 969, Page 98, Deed Records of Dallas County, Texas, being all of a 117 acre tract recorded in Volume 5579, Page 554, Deed Records of Dallas County, Texas, being all of a 32.38 acre tract recorded in Volume 5579, Page 555, Deed Records of Dallas County, Texas, being a part of a tract of land described as the "Third Tract" in deed recorded in Volume 969, Page 98, Deed Records of Dallas County, Texas, being a tract of land conveyed to T. L. Wheeler by George Bucek on June 12, 1954, being all of the Kimbel Addition Revised, an addition to the City of Coppell, recorded in Volume 81084, Page 2463, Deed Records of Dallas County, Texas, being Lots 23 through 29 of the Kimbel Addition, an addition to the City of Coppell, recorded in Volume 77213, Page 0999, Deed Records of Dallas County, Texas, and being more particularly described as follows:

COMMENCING, at a 1/2-inch iron rod found on the north line of Sandy Lake Road (60 feet wide) said rod being in the east line of a 5.0 acre tract conveyed by C.W. and Vera McDonald to A. R. McDonald by deed as recorded in Volume 3824, Page 292, Deed Records of Dallas County, Texas;

THENCE, N 89° 15' 30" W, along said north line of Sandy Lake Road a distance of 94.74 feet to a 1/2-inch iron rod found for the POINT OF BEGINNING;

THENCE, N 00° 56' 33" E, a distance of 664.52 feet to a 1/2-inch iron rod found on the north line of said McDonald Tract;

THENCE, N 88° 56' 27" W, a distance of 234.75 feet to a 1/2-inch iron rod found at the northwest corner of said McDonald Tract said point also being on the east line of Meadows Section Two Addition as recorded in Volume 82118, Page 2778, Deed Records of Dallas County, Texas;

THENCE, N 00° 25' 39" E, along said east line of Meadows Section Two and the east line of Breawood Development Corporation as recorded in Volume 81143, Page 2666, Deed Records of Dallas County, Texas, a distance of 1803.17 feet to a 1/2-inch iron rod found for corner;

THENCE, N 89° 57' 30" W, with the north line of said Breawood Development Corporation a distance of 1271.20 feet to a 1/2-inch iron rod found on the east line of Breawood Development Corporation as recorded in Volume 83017, Page 3249, Deed Records of Dallas County, Texas;

THENCE, N 00° 07' 39" E, along the east line of said Breawood Development Corporation, a distance of 1106.62 feet to a 1/2-inch iron rod found in the northeast corner of said Breawood Development Tract;

THENCE, N 89° 22' 00" W, with the north line of said Breawood Development Tract, a distance of 818.59 feet to a 1/2-inch iron rod found for the

northwest corner of said Breawood Development Tract, said point being in the east line of Samuel Boulevard (41.92 feet wide);

THENCE, N 00° 34' 48" E, along the east line of Samuel Boulevard a distance of 1656.44 feet to a said P.K. Nail set for corner at the intersections of said Samuel Boulevard east line with the south line of DeForest Road (30 feet wide);

THENCE, S 89° 44' 05" E, generally along an existing fence and the south line of DeForest Road a distance of 3800 feet to a 12-inch corner post for corner;

THENCE, S 00° 34' 48" W, a distance of 558.55 feet to a 1/2-inch iron rod set for corner;

THENCE, S 89° 44' 05" E, a distance of 47.29 feet to a 1/2-inch iron rod set for corner;

THENCE, generally along the meanders of the high bank line of Denton Creek as follows:

S 69° 07' 34" W, a distance of 244.27 feet to a 1/2-inch iron rod found for corner;

S 32° 42' 02" W, a distance of 194.64 feet to a 1/2-inch iron rod set for corner;

S 21° 33' 37" E, a distance of 237.04 feet to a 1/2-inch iron rod set for corner;

THENCE, leaving said high bank line of Denton Creek, S 43° 54' 55" W, a distance of 393.30 feet to a 1/2-inch iron rod set for corner in the north line of a tract of land conveyed to Elvin R. Warren by deed recorded in Volume 78214, Page 701, Deed Records of Dallas County, Texas;

THENCE, N 89° 22' 00" W, with the north line of said Warren Tract a distance of 184.71 feet to a 1/2-inch iron rod set for corner;

THENCE, S 39° 53' 28" E, a distance of 455.86 feet to a 1/2-inch iron rod set in the south line of said Warren Tract;

THENCE, S 89° 00' 10" E, along said south line of Warren Tract a distance of 295.94 feet to a 1/2-inch iron rod found for corner;

THENCE, N 03° 09' 02" W, a distance of 8.73 feet to a 1/2-inch iron rod found for corner;

THENCE, S 60° 47' 30" E, a distance of 175.36 feet to a 1/2-inch iron rod found for corner on the said high bank line of Denton Creek;

THENCE, generally along the meanders of the high bank line of Denton Creek as follows;

S 15° 47' 53" W, a distance of 70.00 feet to a 1/2-inch iron rod found for corner;

S 03° 23' 17" E, a distance of 189.03 feet to a 1/2-inch iron rod found for corner;

S 32° 33' 20" E, a distance of 112.40 feet to a 1/2-inch iron rod found for corner;

S 46° 45' 15" E, a distance of 180.22 feet to a 1/2-inch iron rod found for corner;

S 65° 51' 13" E, a distance of 194.84 feet to a 1/2-inch iron rod found for corner;

S 85° 28' 43" E, a distance of 132.06 feet to a 1/2-inch iron rod found for corner;

N 75° 49' 32" E, a distance of 208.54 feet to a 1/2-inch iron rod found for corner;

N 58° 04' 24" E, a distance of 80.00 feet to a 1/2-inch iron rod found for corner;

N 89° 07' 43" E, a distance of 209.72 feet to a 1/2-inch iron rod found for corner;

S 83° 14' 42" E, a distance of 130.00 feet to a 1/2-inch iron rod found for corner;

N 59° 23' 44" E, a distance of 173.16 feet to a 1/2-inch iron rod found for corner;

N 34° 29' 25" E, a distance of 167.15 feet to a 1/2-inch iron rod found for corner;

N 62° 21' 24" E, a distance of 89.00 feet to a 1/2-inch iron rod found for corner;

S 47° 58' 35" E, a distance of 80.00 feet to a 1/2-inch iron rod found for corner;

S 20° 50' 59" E, a distance of 218.00 feet to a 1/2-inch iron rod found for corner;

S 00° 46' 14" E, a distance of 137.00 feet to a 1/2-inch iron rod found for corner;

S 21° 09' 33" W, a distance of 155.56 feet to a 1/2-inch iron rod found for corner;

S 25° 59' 41" W, a distance of 104.98 feet to a 1/2-inch iron rod found for corner;

S 25° 15' 33" E, a distance of 118.47 feet to a 1/2-inch iron rod found for corner;

N 76° 05' 56" E, a distance of 215.00 feet to a 1/2-inch iron rod

found for corner;

S 69° 32' 37" E, a distance of 134.00 feet to a 1/2-inch iron rod found for corner;

S 31° 25' 50" E, a distance of 182.00 feet to a 1/2-inch iron rod found for corner;

S 16° 03' 23" W, a distance of 78.00 feet to a 1/2-inch iron rod found for corner;

S 32° 28' 01" W, a distance of 226.74 feet to a 1/2-inch iron rod found for corner;

S 01° 58' 02" W, a distance of 84.00 feet to a 1/2-inch iron rod found for corner;

S 15° 42' 31" W, a distance of 442.25 feet to a 1/2-inch iron rod found for corner;

S 55° 24' 02" W, a distance of 145.00 feet to a 1/2-inch iron rod found for corner;

S 24° 34' 39" W, a distance of 136.91 feet to a 1/2-inch iron rod found for corner;

S 38° 00' 32" E, a distance of 208.18 feet to a 1/2-inch-iron rod found for corner;

S 15° 48' 27" E, a distance of 88.48 feet to a 1/2-inch iron rod found on the north line of a tract of land conveyed by deed from Walter Keas Construction Company to Starnes Plumbing Company as recorded in Volume 81159, Page 2124, of the Deed Records of Dallas County, Texas;

THENCE, leaving the high bank line of Denton Creek, N 88° 47' 17" W, with said north line of the Starnes Plumbing Company tract a distance of 347.88 feet to a 1/2-inch iron rod found for corner, said rod also being the northeast corner of the Kimbel Addition, an addition to the City of Coppell, Dallas County, Texas as recorded in Volume 77213, Page 0999 of the Deed Records of Dallas County, Texas;

THENCE, S 02° 17' 45" E, with the east line of said Kimbel Addition said line also being the west line of the Starnes Plumbing Company tract and the west line of the Walter Keas Construction Company tract as recorded in Volume 79194, Page 2075, Deed Records of Dallas County, Texas a distance of 934.10 feet to a 1/2-inch iron rod found for corner on the north line of Coppell Properties as recorded in Volume 79221, Page 1473, Deed Records of Dallas County, Texas;

THENCE, S 87° 39' 53" W, with the north line of said Coppell Properties a distance of 1044.86 feet to a 1/2-inch iron rod found in the east line of Kimbel Kourt (a 50 foot wide street);

THENCE, N 02° 20' 07" W, along the east line of said Kimbel Kourt a distance

of 395.52 feet to a 1/2-inch iron rod found for corner;

THENCE, S 87° 39' 53" W, a distance of 330.04 feet to a 1/2-inch iron rod found for corner in the east line of Allen Road (75 feet wide);

THENCE, N 02° 06' 18" W, with the east line of said Allen Road a distance of 151.88 feet to a 1/2-inch iron rod found for corner;

THENCE, N 02° 39' 17" W, continuing with said east line of Allen Road a distance of 472.11 feet to a 1/2-inch iron rod found for corner;

THENCE, N 88° 47' 14" W, a distance of 50.02 feet to a 1/2-inch iron rod found for corner;

THENCE, S 02° 39' 18" E, a distance of 546.95 feet to a 1/2-inch iron rod found for corner;

THENCE, N 88° 56' 27" W, a distance of 25.01 feet to a 1/2-inch iron rod found for corner, said point being the west line of said Allen Road (75 foot wide);

THENCE, S 02° 39' 18" E, with the said west line of Allen Road a distance of 1.25 feet to a 1/2-inch iron rod found for corner;

THENCE, S 02° 06' 34" E, along the said west line of Allen Road a distance of 329.26 feet to a 1/2-inch iron rod found for corner;

THENCE, S 02° 06' 18" E, with the west line of said Allen Road a distance of 326.72 feet to a 1/2-inch iron rod found at the intersections of the north line of Sandy Lake Road (60 feet wide) with the west line of said Allen Road;

THENCE, N 89° 15' 30" W, along the north line of said Sandy Lake Road a distance of 1495.97 feet to the PLACE OF BEGINNING;

CONTAINING, 17,910,825 square feet or 411.176 acres of land more or less.

SAVE AND EXCEPT a tract of land situated in the B.B.B. & C.R.R. Survey Abstract No. 199 in the City of Coppell, Dallas County, Texas and being more particularly described as follows:

BEGINNING, at an iron rod set for corner in the North line of Sandy Lake Road, said point being S 89° 15' 30" E, a distance of 630.00 feet from the Southeast corner of a tract conveyed by deed to A. R. McDonald by C. W. McDonald and Vera McDonald as recorded in Volume 3824, Page 292, Deed Records, Dallas County, Texas;

THENCE, N 02° 56' 53" W, departing said North line, for a distance of 193.41 feet to an iron rod set for corner;

THENCE, N 10° 41' 06" W, for a distance of 36.90 feet to an iron rod set for corner;

THENCE, S 64° 07' 02" E, for a distance of 27.81 feet to an iron rod set for corner;

THENCE, N 48° 04' 51" E, for a distance of 71.66 feet to an iron rod set for corner;

THENCE, N 26° 33' 54" W, for a distance of 55.90 feet to an iron rod set for corner;

THENCE, N 26° 33' 54" W, for a distance of 55.90 feet to an iron rod set for corner;

THENCE, N 16° 59' 57" W, for a distance of 37.13 feet to an iron rod set for corner;

THENCE, N 65° 23' 06" E, for a distance of 306.47 feet to an iron rod set for corner;

THENCE, N 01° 23' 56" W, for a distance of 100.00 feet to an iron rod set for corner;

THENCE, N 87° 23' 02" E, for a distance of 540.00 feet to an iron rod set in the West line of the Proposed MacArthur Boulevard;

THENCE, S 02° 39' 17" E, along said West line for a distance of 97.62 feet to an iron rod set for corner;

THENCE, S 01° 23' 56" E, continuing with said West line for a distance of 566.39 feet to an iron rod set for corner in the North line of said Sandy Lake Road;

THENCE, N 89° 15' 30" W, along said North line for a distance of 834.73 feet to the POINT OF BEGINNING;

CONTAINING, 11.0355 acres (480,708 sq. ft.) of land.

AMENDMENT TO THE BYLAWS OF
LAKES OF COPPELL OWNERS ASSOCIATION, INC.

THIS AMENDMENT to the Bylaws of Lakes of Coppell Owners Association, Inc. (the "Bylaws") is made as of the 4th day of February, 1992, by the membership of the Lakes of Coppell Owners Association, Inc. (the "Association").

W I T N E S S E T H

WHEREAS, Article XII, Section 12.01 of the Bylaws provides that the Bylaws may be amended upon the express written consent of at least fifty-one percent (51%) of the outstanding votes of the Association, regardless of class; and

WHEREAS, the amendment to the Bylaws as set out hereinafter with specificity was adopted by the express written consent of the Members of the Association representing not less than fifty-one percent (51%) of the outstanding votes of the Association.

NOW THEREFORE, the Bylaws are hereby amended as follows:

1.

Article IV, Section 4.01 of the Bylaws shall be amended to provide for an increase in the Board of Directors from three (3) members to five (5) members by deleting that section in its entirety and substituting therefor the following:

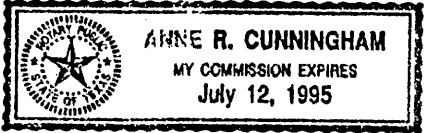
Section 4.01. Number. The affairs of this Association shall be managed by a Board of five (5) directors, who need not be members of the Association. The number of directors may be changed by amendment of the Bylaws of the Association.

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By: <i>Procker</i>	Date: 8-19-04
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20001702273 02273	

IN WITNESS WHEREOF, the Association has caused this Amendment to be executed by its duly authorized officers on this 18 day of May, 1992.

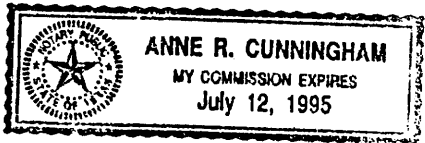
LAKES OF COPPELL OWNERS ASSOCIATION, INC.



By: [Signature]
Vice President
By: [Signature]
Secretary

STATE OF TEXAS
COUNTY OF DALLAS

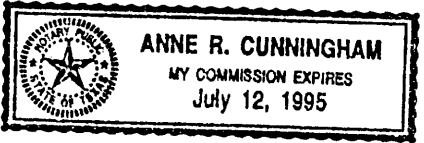
This instrument was acknowledged before me on this 10 day of May, 1992, by ROY GOODLOE, Vice President of the Lakes of Coppell Owners Association, Inc., on behalf of said nonprofit corporation.



[Signature]
Notary Public in and for the State of Texas
My Commission Expires: 7/12/95

STATE OF TEXAS
COUNTY OF DALLAS

This instrument was acknowledged before me on this 18 day of May, 1992, by KAREN S. BOYD, Secretary of the Lakes of Coppell Owners Association, Inc., on behalf of said nonprofit corporation.



[Signature]
Notary Public in and for the State of Texas
My Commission Expires: 7/12/95

0319R

COVENANTS, CONDITIONS & RESTRICTIONS

November 30, 1984

**DECLARATION OF COVENANTS, CONDITIONS AND
RESTRICTIONS FOR THE LAKES OF COPPELL
Dallas County, Texas**

When Recorded Return To:

**Triland Development, Inc.
5400 LBJ Freeway
Suite 1000
One Lincoln Centre
Dallas, Texas 75240**

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XVI. APPENDIX

Exhibit "A" - Legal Description of the Property

DECLARATION OF COVENANTS, CONDITIONS AND
RESTRICTIONS FOR THE LAKES OF COPPELL

THIS DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR THE LAKES OF COPPELL is made this 30th day of November, 1984, by TRILAND INVESTMENT GROUP, a Texas general partnership.

W I T N E S S E T H:

WHEREAS, Triland Investment Group ("Declarant") is the fee simple title owner of the real property described on Exhibit "A" attached hereto and made a part hereof for all purposes; and

WHEREAS, Declarant desires to subject its fee simple interest in the real property described on Exhibit "A" to this Declaration and to the covenants, conditions, restrictions, easements, liens and charges herein set forth; and

WHEREAS, Declarant has deemed it desirable for the efficient management of the Property and the preservation of the value, desirability and attractiveness of the Property to create a non-profit corporation to which should be delegated and assigned the powers of managing, maintaining and administering the Common Area and administering and enforcing these covenants, conditions and restrictions and collecting and disbursing funds pursuant to the assessments and charges herein created and to perform such other acts as shall generally benefit the Property; and

WHEREAS, the Lakes of Coppel Owners Association, Inc., a non-profit corporation, has been or will be incorporated under the laws of the State of Texas for the purpose of exercising the powers and functions aforesaid; and

WHEREAS, Declarant will hereafter hold and convey title to the Property or any part thereof subject to the covenants, conditions, restrictions, easements, liens and charges herein set forth.

NOW, THEREFORE, Declarant hereby covenants, agrees and declares that the Property shall be owned, held, transferred, leased, sold, conveyed

and occupied subject to the covenants, conditions, restrictions, easements, liens and charges herein set forth.

ARTICLE I DEFINITIONS

Section 1.01. "Apartment Complex" shall mean and refer to a real estate apartment complex project composed of one or more structures, which structure contains two (2) or more Apartment Units at least one (1) of which is to be rented to the public by the Owner, which project is erected on a lot, tract or parcel of real estate within the Property and for which a certificate of occupancy has been issued by the appropriate governmental authorities. For purposes of this Declaration duplex residential structures, as such term may be defined from time to time in the relevant zoning ordinances of the City of Coppell, Texas, shall each be deemed to be an Apartment Complex and each single family residential unit within the duplex shall be deemed to be an Apartment Unit.

Section 1.02. "Apartment Unit" shall mean and refer to a single residential rental apartment in an Apartment Complex located within the Property.

Section 1.03. "Architectural Review Committee" or "Committee" shall mean and refer to that committee composed of three (3) members appointed in the manner set forth in Article X of this Declaration which committee is appointed to provide for architectural control and design within the Property and to have and exercise such other powers and/or duties as are more specifically set forth in this Declaration.

Section 1.04. "Articles of Incorporation" shall mean and refer to the Articles of Incorporation of the Association as the same may from time to time be duly amended.

Section 1.05. "Assessments" shall mean and refer to the assessments described in Section 4.01 of Article IV of this Declaration.

Section 1.06. "Association" shall mean and refer to the Lakes of Coppell Owners Association, Inc., its successors and assigns, to which Association shall be delegated and assigned the powers of managing, maintaining and administering Common Area identified in this Declaration and disbursing funds, collecting assessments and charges and performing such other acts as shall generally benefit the Property now and hereafter covered by this Declaration.

Section 1.07. "Bylaws" shall mean and refer to the Bylaws of the Association as the same may from time to time be duly amended.

Section 1.08. "Certificate of Occupancy" shall mean and refer to any required certification issued by relevant governmental authorities as a prerequisite to the occupancy of all or any portion of any Estate.

Section 1.09. "Common Area" shall mean and refer to all real property and the improvements thereon, including, without limitation, any private storm drains, private streets, private utilities, private parks, open space, trails and floodways owned in fee, owned as an easement or leased or maintained from time to time by the Association for the common use, enjoyment and benefit of the Members, and all easements granted to the Association for the common use, enjoyment and benefit of the Members which Common Area is specifically described in any Supplemental Declaration. Any real property or interest in real property which Declarant shall convey to the Association to be designated Common Area shall be accepted in writing by the Association and shall be conveyed free of all liens and encumbrances except current ad valorem taxes (which taxes shall be prorated as of the date of conveyance), and the covenants, conditions, restrictions, easements, liens and charges of this Declaration.

As of the date of this Declaration there is no real property or easements designated as Common Area, however, certain real property or easements may be designated as such by Declarant or the Association at a later date.

Section 1.10. "Common Facilities" shall mean and refer to all existing and subsequently provided improvements upon or within the Common Area, except those as may be expressly excluded herein. Also, in some instances, Common Facilities may consist of improvements for the use and benefit of the Owners of Estates within the Property, as well as other Owners in the subdivision, constructed on portions of one or more Estates or on Lots or acreage owned by Declarant (or Declarant and others) which has not been brought within the scheme of the Declaration. By way of illustration, Common Facilities may include, but not necessarily be limited to, the following: exercise course, jogging trails, bridge crossings, street lights, foundations, statuary, sidewalks, esplanades, common driveways, landscaping, underground irrigation systems, landscaping and screening walls located around the perimeter of the Property and other similar and appurtenant improvements. References herein to "Common Facilities (any Common Facility) in the Property" shall mean and refer to Common Facilities as defined respectively in the Declaration and all Supplemental Declarations.

Section 1.11. "Condominium Building" shall mean and refer to a residential real estate condominium project composed of one or more structures erected on a lot, tract or parcel of real estate out of or a part of the Property containing two (2) or more Condominium Units, which condominium project has been specifically created and designated as a condominium in accordance with the Texas Condominium Act, Tex. Prop. Code Ann. Section 81.001 et. seq. (Vernon 1984), as now and hereafter amended or supplemented.

Section 1.12. "Condominium Unit" shall mean and refer to one (1) individual unit located within a Condominium Building, together with an undivided interest in and to the common elements associated with such unit. The term "Condominium Unit" shall have the same meaning as the term "apartment" as used in the Texas Condominium Act, Tex. Prop. Code Ann. Section 81.001 et. seq. (Vernon 1984), which permits the creation of condominium regimes, as same may be amended or supplemented in any successor statute.

Section 1.13. "Declarant" shall mean and refer to Triland Investment Group, a Texas general partnership, and the successors and assigns (if any) of Triland Investment Group with respect to the voluntary disposition of all or substantially all of the assets of Triland Investment Group or the voluntary disposition of all or substantially all of the right, title and interest of Triland Investment Group in and to the Property, where such voluntary disposition of right, title and interest expressly provides for the transfer and assignment of the rights of Triland Investment Group as Declarant. No person or entity purchasing the Property or any part thereof from Triland Investment Group in the ordinary course of business shall be considered as Declarant.

Section 1.14. "Declaration" shall mean and refer to this instrument and, collectively, to the covenants, conditions, restrictions, reservations, easements, liens and charges imposed by or expressed in this instrument.

Section 1.15. "Design Guidelines" shall mean and refer to standards, restrictions or specifications published from time to time by the Declarant or the Architectural Review Committee and governing the construction, placement, location, alteration, maintenance or design of any improvements to the Property. Design Guidelines are more specifically described in Article X, Section 10.07 hereinbelow.

Section 1.16. "Eligible Lenders" shall mean and refer to the holder, insurer or guarantor of a first lien on an Estate who has requested notice of matters affecting the interest of such lender, insurer or guarantor. Requests for notice must be sent in writing to the Association, must specify the name and address of the lender, insurer or guarantor and must clearly identify the Estate in which the lender holds an interest which entitles it to receive notice as provided herein.

Section 1.17. "Estate" shall mean and collectively refer to a Condominium Unit, Apartment Complex, Lot, Tract and any other interest in real property contained within the Property, the ownership of which, by the terms of this Declaration, causes the Owner thereof to be a Member of the Association. The term "Estate" shall not include any portion of the Property owned, leased or maintained by the City of Coppell, Texas or any tract used as public park or public open space.

Section 1.18. "Lake System" shall mean and refer to the system of lakes and streams within the Property specifically excluding, however, any lake or stream located within the loop formed by the right of way of Waterside Circle and any lake or stream dedicated to public use. The Lake System shall be dedicated and conveyed to the Association as Common Area and maintained by the Association. The term "Lake System" shall not be construed to include any part of Denton Creek, whose flow generally follows the eastern boundary of the Property.

Section 1.19. "Lot" shall mean and refer to any lot, plot, parcel or tract of real estate shown on any recorded subdivision map or plat as amended from time to time, to the extent such lot, plot, parcel or tract is a part of the Property, which is designated as a lot therein and which is or will be improved with one (1) single family attached or detached residential dwelling in conformity with the building restrictions contained herein; provided, however, the term "Lot" shall not include (i) any portion of the Common Area or any real property owned by or leased to the Association for the common use and

enjoyment of the Members, (ii) any Condominium Unit in a Condominium Building or (iii) any lot, tract or parcel of real estate out of or a part of the Property which is or will be improved with an Apartment Complex. Lot shall also mean and refer to any separate platted lot which is improved or is to be improved with a single family residential townhome structure which is joined to another dwelling unit on one or more sides by party wall or abutting wall.

Section 1.20. "Member" or "Owner" shall mean and refer to each and every person or entity who is, alone or together with another person or entity, a record title owner of a fee or undivided fee interest in any Lot, Condominium Unit, Apartment Complex, Tract or any lot, tract or parcel of real estate out of or part of the Property; provided, however, the term "Member" or "Owner" shall not include any person or entity holding a bona fide lien or security interest in a Lot, Condominium Unit, Apartment Complex, Tract or any lot, tract or parcel of real estate out of or a part of the Property as security for the performance of an obligation.

Section 1.21. "Property" shall mean and refer to all existing real property described on Exhibit "A" attached hereto and made a part hereof for all purposes, including any and all improvements thereon, and any additions of real property made subject to this Declaration through any Supplemental Declaration prepared and filed of record pursuant to the provisions of Article II of this Declaration or any declaration of any association which has merged or consolidated with this Association pursuant to the provisions of Article II hereof.

Section 1.22. "Residential Use" shall mean and refer to single family attached and detached housing, apartments, residential condominiums and duplex housing uses but shall not include prefabricated housing, mobile homes, hotels, motels, boarding houses or lodges.

Section 1.23. "Supplemental Declaration" shall mean and refer to any Supplemental Declaration of Covenants, Conditions and Restrictions for the Lakes of Coppell annexing additional property and extending the plan of this Declaration to such additional property, prepared and filed of record pursuant to the provisions of Article II of this hereof.

Section 1.24. "Tract" shall mean and refer to unsubdivided, improved or unimproved land within the Property, developed or to be developed for Residential Use. The term "Tract" shall not include land upon which is located a Condominium Building or an Apartment Complex or which is encompassed within a Lot.

ARTICLE II PROPERTY

Section 2.01. Property Subject to Declaration. The real property covered by this Declaration shall be the Property. The Property and any right, title or interest therein shall be owned, held, transferred, leased, sold, conveyed and/or occupied by Declarant and any subsequent owner, lessee or occupant of all or any part thereof, subject to this Declaration and the covenants, conditions, restrictions, easements, liens and charges herein set forth.

Section 2.02. Annexation to Property Subject to Declaration by Declarant. All or any part of any real property near and/or adjacent to the Property (the "Additional Property"), whether or not such real property is contiguous to the Property, may be annexed to and become subject to this Declaration and subject to the jurisdiction of the Association without the approval, assent or vote of the Members of the Association provided that a Supplemental Declaration covering the real property sought to be annexed, shall be executed and recorded in the office of the County Clerk of Dallas County, Texas, by Declarant; provided, however, no Supplemental Declaration shall be so executed and recorded pursuant to this Section 2.02 more than ten (10) years subsequent to the date of execution of this Declaration without the approval of the Members of the Association pursuant to Section 2.03 below. The execution and recordation by Declarant of any such Supplemental Declaration shall constitute and effectuate the annexation of the real property described therein, making any such real property subject to this Declaration and subject to the functions, powers and jurisdiction of the Association, and thereafter said annexed real property shall be a part of the Property and all the Owners in said annexed real property shall automatically be Members of the Association. Although Declarant shall have the ability to annex all or any portion of the Additional Property to this Declaration as provided above, Declarant shall not be obligated to annex all or any portion of such real property and such real property shall not become subject to this Declaration unless and until a Supplementary Declaration shall have been executed and recorded by Declarant as provided herein. Moreover, Declarant reserves the right to subject the Additional Property or any part thereof to the plan of one or more separate declarations of covenants, conditions and restrictions which subjects said real property to the functions, powers and jurisdiction of an association or other entity with powers and obligations similar to the Association and which may or may not be subject to the provisions of this Declaration.

- Section 2.03. Annexation to Property Subject to Declaration by Persons or Entities Other Than Declarant. Upon approval in writing of the Association, pursuant to a two-thirds (2/3) majority vote of the Members, regardless of class, any person or entity which owns and desires to add portions of the Additional Property (defined in Section 2.02, above) whether or not such Additional Property is contiguous to the Property, to the plan of this Declaration and subject such Additional Property to the functions, powers and jurisdiction of the Association, may execute and record in the office of the County Clerk of Dallas County, Texas, a Supplementary Declaration.

Section 2.04. Supplementary Declarations. The annexations authorized by this Declaration shall be accomplished by executing and filing of record in the office of the County Clerk of Dallas County, Texas, a Supplementary Declaration of Covenants, Conditions and Restrictions for the Lakes of Coppell, or similar instrument, with respect to the additional real property which shall extend the scheme of this Declaration to such real property. Any such Supplementary Declaration contemplated above may contain such additions, deletions and/or modifications of the covenants, conditions, restrictions, easements, liens and charges contained in this Declaration as may be necessary to reflect the different character, if any, of such annexed real property and as are not substantially inconsistent with the plan of this Declaration. In no event, however, shall any such Supplementary Declaration, or any merger or consolidation revoke, modify or add to the covenants, conditions, restrictions,

easements, liens or charges established by this Declaration, as same relate to and affect that portion of the Property previously subject to this Declaration. Further the rate of assessment for and method of determining the assessed valuation of the annexed property shall not result in an assessment substantially less than that affecting the Property, unless such annexed property and the Owners thereof do not enjoy substantially all of the benefits of the central security system or other common amenities because of limitations in such services resulting from franchise or municipal boundaries. Any annexation, merger or consolidation made pursuant to this Declaration, when made, shall automatically extend the functions, powers and jurisdiction of the Association to the real property so added.

Section 2.05. Mergers or Consolidations. The Declarant or the Association, with the written approval or assent of at least two-thirds (2/3) of the Members, regardless of class, shall have the right and option to cause the Association to merge or consolidate with any similar association or associations. Upon a merger or consolidation of the Association with another association, the properties, rights and obligations of the Association, may, by operation of law or otherwise, be transferred to the surviving or consolidated association or, alternatively, the properties, rights and obligations of another association may, by operation of law or otherwise, be added to the properties, rights and obligations of the Association as a surviving corporation pursuant to a merger. The surviving or consolidated association shall administer the covenants, conditions, restrictions, easements, liens and charges established by this Association within the Property, together with the covenants, conditions, restrictions, easements, liens and charges established upon any other real property as one plan.

ARTICLE III MEMBERSHIP AND VOTING RIGHTS IN THE ASSOCIATION

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 this Declaration, the Articles of Incorporation and the Bylaws of the Association and the Association rules. Membership of an Owner in the Association 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 Area, or both may be regulated or suspended as provided in this Declaration, the Bylaws of the Association and/or the Association rules. Persons or entities shall be Members by reason of ownership of land used for public or private schools, governmental or quasi-governmental purposes, churches or other religious purposes and such land shall be owned subject to all of the terms and provisions of this 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 this Declaration. No person or entity shall be a Member by reason of ownership of any park, public land, road, easement, right-of-way or mineral interest. In addition, any person or entity that holds an interest in

and to all or any part of the Property merely as security for the performance of an obligation shall not be a Member.

Section 3.02. Transfer. Membership of an Owner in the Association may not be severed from or in any way transferred, pledged, mortgaged or alienated except upon the sale or assignment of said Owner's interest in all or any part of the Property and then only to the purchaser or assignee as the new Owner thereof. Such 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 further force or effect, and will not be 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 the membership to the new Owner thereof. In the event an Owner should fail or refuse to transfer the membership in the Association registered in such Owner's name to the transferee of such Owner's interest in all or any part of the Property, the Association shall have the right to record the transfer upon the books and records of the Association.

Section 3.03. Classes of Voting Membership and Voting Rights. The Association shall have two (2) classes of voting membership:

CLASS A MEMBERSHIP. Class A Members shall be all Owners with the exception of the Declarant. Subject to the provisions of Section 3.05, Class A Members shall be entitled to:

(a) One (1) vote for each Lot (whether or not such Lot has been improved with a residential structure) in which such Member holds the interest required for membership in the Association; and

(b) One (1) vote for each and every 20,000 square feet of real estate owned by such Member out of and a part of the Property, not subdivided by such Owner into Lots. No Class A Member shall be entitled to a vote pursuant to this Section 3.03(b) in the event such Owner owns less than 20,000 square feet of real estate out of and a part of the Property unless such tract or parcel of land containing less than 20,000 square feet of land has been platted as a Lot. A fractional number of votes shall be rounded off to the nearest whole number. For purposes of this Section 3.03(b) only, any lot, tract or parcel of real estate out of and a part of the Property upon which is constructed a Condominium Building or an Apartment Complex shall not be considered for purposes of calculating the number of square feet of real estate owned by a Class A Member. In the event that the Owner of an Apartment Complex or the developer of a Condominium Building is developing such improvements in phases and during the course of such development such Owner or developer has completed certain phases of the Apartment Complex or Condominium Buildings while

retaining adjoining Tracts for future development the votes allocated between the Tracts, Apartment Complexes and/or Condominium Buildings shall be determined by the Board of Directors in its reasonable discretion. Votes allocated to Apartment Complexes and Condominium Buildings shall be determined in accordance with Sections 3.03(d) and 3.03(c), respectively. The Board of Directors shall, in its reasonable discretion, determine how much of the unimproved Property within a phased development owned by an Owner shall be deemed to be a Tract the ownership of which entitles the Owner to those votes set forth in this Section 3.03(b); and

(c) One (1) vote for each and every Condominium Unit owned by such Class A member in a Condominium Building for which a certificate of occupancy has been issued by the appropriate governmental authorities. Where an association or other organization has been established with respect to a Condominium Building, the board of directors or other governing body so empowered under the organizational documents of such association or organization shall not be entitled to cast all of the votes exercisable hereunder with respect to such Condominium Building on each and every matter in question on which a vote is authorized or permitted under this Declaration or the Articles of Incorporation or Bylaws of the Association. Such association or organization may not be entitled to cast the votes exercisable hereunder in one block on behalf of such Condominium Building or condominium regime. Each individual Owner of a Condominium Unit shall be entitled to cast the vote allocated to such Owner's Condominium Unit; and

(d) One-fourth (1/4) vote for each and every Apartment Unit owned by such Class A member within an Apartment Complex for which a Certificate of Occupancy has been issued by the appropriate governmental authorities.

CLASS B MEMBERSHIP. The Class B Member shall be the Declarant. The Class B Member shall be entitled to one (1) vote for each and every 1,000 square feet of real estate owned by it within the Property; provided, however, real estate owned by Declarant and designated as Common Area shall not be included in determining the votes to which Declarant is entitled. The Class B Membership shall cease and be converted to Class A Membership on the happening of either of the following events, whichever occurs earlier:

(a) When the total number of votes outstanding in the Class A Membership is ten (10) times greater

than the total number of votes outstanding in the Class B Membership; or

(b) On the date of the sale by Declarant of seventy-five percent (75%) of the Property as such Property may be supplemented or expanded by annexation, merger or consolidation in accordance with Article II. Upon the termination of the Class B Membership, the Declarant shall thereafter be a Class A Member.

Notwithstanding the foregoing, with respect to Estates owned by the Declarant and developed or being developed as an Apartment Complex, Condominium Building or Lot, the Declarant shall be deemed to be a Class A Member for purposes of calculating votes attributable to the Estates being developed as aforesaid.

Section 3.04. Suspension of Voting Rights. The voting rights of any Member set forth in this Declaration may be suspended by the Board of Directors of the Association for any period during which any Assessment remains past due, unless the Member is in good faith contesting the validity or amount of the Assessment.

Section 3.05. Multiple Owner Votes. Votes hereunder may not be cast on a fractional basis between multiple Owners of (a) a Lot, (b) a lot, tract or parcel of real estate out of or a part of the Property containing 20,000 square feet or more, (c) a Condominium Unit in a Condominium Building or (d) an Apartment Unit within an Apartment Complex. Further, where there are multiple Owners of an Estate it is not intended by Section 3.03 that each of said Owners shall be entitled to cast the votes allocated to such Estate. As an example, where three (3) persons own a Lot or Condominium Unit they shall jointly be entitled to vote the one (1) vote allocated to such Estate and shall not each be entitled to cast a full vote. When more than one person or entity owns the interest or interests in and to any of the items described in (a) through (d) of this Section, as required for Membership in the Association, each and every person or entity shall be a Class A Member, and the vote for any of the items described in (a) through (d) of this Section shall be exercised as they, among themselves, collectively determine. If such Owners are unable to agree among themselves as to how their vote or votes shall be cast, they shall forfeit the vote or votes on the matter in question. If more than one (1) person or entity purports to exercise the voting rights with respect to any of the items described in (a) through (d) of this Section on any matter in question, none of such votes shall be counted in tabulating the vote on such matter and such votes shall be deemed void. The Association shall not be required to recognize the vote or written assent of any such multiple Owners except the vote or written assent of the Owner designated in writing executed by all of such multiple Owners and delivered to the Association.

Section 3.06. Quorum, Notice and Voting Requirements.

(a) Subject to the provisions of Paragraph (c) of this Section, any action authorized by Sections 4.06 or 4.07 of Article IV of this Declaration shall require the assent of the

majority of the vote of each Class of Members entitled to vote, which Members are voting in person or by proxy at a meeting duly called for that purpose, written notice of which meeting shall be given to all Members not less than ten (10) days nor more than sixty (60) days in advance and shall set forth the purpose of such meeting.

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

At the first meeting called, the presence at the meeting of Members, or of proxies, entitled to cast fifty percent (50%) of all of the votes of each Class of Members of the Association shall constitute a quorum. If the required quorum is not present at the first meeting, one additional meeting may be called subject to the notice requirement hereinabove set forth, and the required quorum at such second meeting shall be one-half (1/2) of the required quorum at the preceding meeting; provided, however, that no such second meeting shall be held more than sixty (60) days following the first meeting.

(c) As an alternative to the procedure set forth above, any action referred to in Paragraph (a) of this Section may be taken with the assent given in writing and signed by the Members who hold at least sixty percent (60%) of the outstanding votes of each Class of Members of the Association; so long as all Members are given prior written notice of the action to be taken in accordance with this Section 3.06(c).

(d) Except as specifically set forth in this Declaration, notice, voting and quorum requirements for all actions to be taken by the Association shall be consistent with its Articles of Incorporation and Bylaws, as same may be amended from time to time. Except as set forth in Section 3.06(b) quorum requirements are governed by the Bylaws.

Section 3.07. Additional Voting Requirements. Notwithstanding anything to the contrary contained in this Declaration, consent of the Members to which at least sixty seven percent (67%) of the votes in each Class of Members in the Association are allocated and the approval of Eligible Lenders holding mortgages on Estates which have at least fifty-one percent (51%) of the votes of Estates subject to Eligible Lender mortgages shall be required to add or amend any material provisions of this Declaration or the Articles of Incorporation or Bylaws of the Association which establish, provide for, govern or regulate any of the following:

- (a) Voting rights;
- (b) Assessments, assessment liens or subordination of such liens;

- (c) Reserves for maintenance, repair and replacement of the Common Area;
- (d) Insurance or fidelity bonds;
- (e) Rights to use of the Common Area;
- (f) Expansion or contraction of the Property or the addition, annexation or withdrawal of property to or from the Property;
- (g) Boundaries of any Estate;
- (h) The interests in the Common Area;
- (i) Convertibility of Estates into Common Area or of Common Areas into Estates;
- (j) Imposition of any right of first refusal or similar restriction on the right of an Estate Owner to sell, transfer, or otherwise convey his or her Estate but in no event shall any such right or restriction be imposed by the Association;
- (k) Any provisions which are for the express benefit of mortgage holders or Eligible Lenders;
- (l) Responsibility for maintenance and repair; and
- (m) the leasing of Estates.

Any Eligible Lender who receives a written request to approve additions or amendments or a written request for some other response and who does not deliver or post to the Association a negative response within thirty (30) days of such request shall be deemed to have approved such request.

Eligible Lenders shall only be entitled to vote those votes as are allocated to the Estate covered by their lien.

Further, and notwithstanding anything implied to the contrary in this Section 3.07, Eligible Lenders shall only be entitled to vote on matters which would have the effect of altering or amending material provisions of this Declaration which relate to those matters set forth in Section 3.07 (a)-(m).

As an example, if this Declaration requires a majority vote of the Members to increase the rate of annual assessment then such rate may be increased by a majority vote of the Members without the vote of Eligible Lenders. On the other hand, if the issue presented for a vote is one intended to reduce the amount of votes required to increase the rate of annual assessment by amending those provisions of this Declaration, then such issue must be approved by 67 percent of the votes of each Class of the Members of the Association and 51 percent of the Eligible Lenders. Eligible Lenders shall, in any event, be considered as one (1) class of voters with all of their votes to be taken together to determine whether a fifty-one percent (51%) majority of such persons or entities has approved such amendment.

ARTICLE IV ASSESSMENTS

Section 4.01. Covenants for Assessments. The Declarant, for each lot, tract or parcel of real estate owned by it out of or a part of the Property, hereby covenants and agrees to pay, and each Owner of any lot, tract or parcel of real estate out of or a part of the Property by acceptance of a deed or other conveyance document creating in such Owner the interest required to be deemed an Owner, whether or not it shall be so expressed in any such deed or other conveyance document, shall be deemed to covenant and agree (and such covenant and agreement shall be deemed to constitute a portion of the consideration and purchase money for the acquisition of such lot, tract or parcel of real estate out of or a part of the Property) to pay to the Association (or to any entity or collection agency designated by the Association): (1) annual assessments or charges (as specified in Section 4.03 of this Article IV), such assessments to be fixed, established and collected from time to time as herein provided; (2) special assessments for capital improvements and other purposes (as specified in Section 4.04 of this Article IV), such assessments to be fixed, established and collected from time to time as herein provided; and (3) individual special assessments levied against individual Owners to reimburse the Association for extra costs for maintenance and repairs caused by the willful or negligent acts or omissions of an individual Owner and not caused by ordinary wear and tear (as specified in Section 4.05 of this Article IV), such assessments to be fixed, established and collected from time to time as herein provided. The assessments ("Assessments") described in (1), (2) and (3) of this Section 4.01 of Article IV, together with interest thereon, attorneys' fees, court costs and other costs of collection thereof, as herein provided, shall be a charge on the land and shall be a continuing lien upon each Estate against which each such Assessment is made. Each such Assessment, together with interest thereon, attorneys' fees, court costs and other costs of collection thereof, as herein provided, shall also be the personal obligation of the Owner of such Estate against which such Assessment is made at the time when the Assessment fell due. No Owner may exempt himself from liability for such Assessment or waive or otherwise escape liability for the Assessments for non-use of the Common Area or abandonment of his Estate. The personal obligation to pay any such Assessment, together with interest thereon, attorneys' fees, court costs and other costs of collection thereof, as herein provided, shall pass to the successors in title of such Owner whether or not expressly assumed in writing by such successors; provided that such personal obligation to pay Assessments and other costs and charges shall not pass to mortgagees of such Owner who succeed to the title of such Owner.

Section 4.02. Purpose of Assessments. The Assessments levied by the Association shall be used, in part, for the purpose of: (1) promoting the recreation, comfort, health, safety and welfare of the Members and/or the residents of the Property, (2) managing the Common Area, and (3) enhancing the quality of life in the Property and the value of the Property; and in particular for the improvement and maintenance of the properties, services and facilities devoted to the purpose and related to the use and enjoyment of the Property including, but not limited to, the maintenance of areas within public rights-of-way, the payment of taxes on the Common Area and insurance in connection with the Common Area and the repair, replacement and addition

thereto; for paying the cost of labor, equipment (including the expense of leasing any equipment); for payment of the cost of providing or making available to the Members various tiers of cable television services and for providing or making available to the Members various security and fire protection services; for carrying out the powers and duties of the Board of Directors of the Association as set forth in Article V of this Declaration; for carrying out the purposes of the Association as stated in its Articles of Incorporation; and for carrying out the powers and duties of the Architectural Review Committee and the Board of Directors.

The Assessments herein provided for shall also be used to maintain, preserve and promote the beautification and utility of the Lake System within the Property, including, without limiting the generality of the foregoing, the regulation of silt, plant growth, and other debris accumulation in the Lake System, and the control of the breeding and proliferation of mosquitoes and other pests in or around the Lake System, and including the maintenance of the concrete and wood walls and the stone paving lining the banks of the lakes.

Section 4.03. Annual Assessments.

(a) Except as set forth in Section 4.03(b) below and except as set forth in the second paragraph of this Section 4.03(a), each Member shall pay to the Association an annual assessment not to exceed eighteen cents (\$.18) per one hundred dollars (\$100.00) of value of the Estate so owned by such Owner, as assessed by the Dallas County Appraisal District (or if such Estate is not assessed by the Dallas County Appraisal District then by the taxing or appraisal authority that establishes tax values for the municipal tax roll of the municipality or governmental district in which the Estate is situated), for ad valorem tax purposes for the then current calendar year.

Notwithstanding the preceding sentence of this Section 4.03(a), the following provisions of this Section 4.03(a) shall govern and control the determination of the assessed valuation of an Estate which is being improved with an Apartment Complex. In the event that an Apartment Complex is under construction or has been completed, but its market value (as increased by such improvements) has not yet been reappraised and recognized on the ad valorem tax rolls by the relevant municipal appraising authority, the Board of Directors may adjust the assessed valuation of such Estate to reflect its estimated market value based upon improvements completed as of January 1 of the year in which the annual assessments shall be levied. Further, at the time that a Certificate of Occupancy is issued for all or a portion of an Apartment Complex, the Board of Directors may make an additional adjustment to the assessed valuation of the Apartment Complex to reflect the estimated assessed valuation of the Apartment Complex at substantial completion. The annual assessments levied with respect to an Apartment Complex may be adjusted effective as of January 1 in any year that the assessed valuation for the Apartment Complex is adjusted in accordance with the preceding and may be adjusted effective as of the first day of

the month of issuance of a Certificate of Occupancy for all or any portion of an Apartment Complex. Such adjustment to the annual assessment will be made as a result of the adjustments in assessed valuation determined by the Board of Directors, in its reasonable judgment, in accordance with the preceding provisions of this Section 4.03(a). The determination of the Board of Directors as to the assessed valuation of the Apartment Complex as substantially complete, shall be the basis for the determination of annual assessments until such time as the Dallas County Appraisal District (or if such Apartment Complex is not assessed by the Dallas County Appraisal District, then by the taxing or appraisal authority that establishes tax values for the municipal tax roll of the municipality or governmental district in which the Estate is situated) has reappraised the Apartment Complex as substantially complete and such reappraisal is incorporated into the tax rolls and records of the relevant municipality. Thereafter, annual assessments shall be determined in accordance with the provisions of the first sentence of Section 4.03(a). Any valuations for assessment purposes made by the Board of Directors in accordance with the foregoing shall be made in a reasonable and good faith manner and shall yield consistent valuations among different Owners and different Estates. In the event that any such valuation for assessment of an Estate made by the Board of Directors subsequently proves to be higher than the valuation for assessment of such Estate made by the relevant municipal appraising authority, the Owner of such Estate shall be entitled to a credit against subsequent assessments in an amount equal to the excess assessments paid by the Owner of such Estate as a result of such higher valuation.

(b) The provisions of this Section 4.03(b) apply to all Estates improved with or zoned or restricted to use for Residential Use other than Estates improved with or zoned or restricted to use as an Apartment Complex. Notwithstanding anything to the contrary contained in Section 4.03(a) above, each Owner of an Estate improved with residential improvements, other than an Apartment Complex, which Estate has not been reassessed by the Dallas County Appraisal District (or such substitute or successor assessing authority, as aforesaid) subsequent to the issuance of a Certificate of Occupancy shall pay annual assessments determined in accordance with this Section 4.03(b). Prior to the issuance of the Certificate of Occupancy, each Member owning an Estate covered by this Section 4.03(b) shall pay to the Association an annual assessment not to exceed eighteen cents (\$.18) per one hundred dollars (\$100.00) of value of the Estate so owned by such Owner, as assessed by the Dallas County Appraisal District (or such substitute or successor assessing authority, as aforesaid) for ad valorem tax purposes for the preceding calendar year. Upon the issuance of a Certificate of Occupancy for an Estate covered by this Section 4.03(b) the annual assessment for any such Estate shall be equal to one hundred twenty dollars (\$120.00) per annum for the period of time specified in the following sentence. The assessments for Estates covered by this Section 4.03(b) shall be equal to one hundred twenty dollars (\$120.00) per annum from and

after the date of issuance of the Certificate of Occupancy for the residential improvements on such Estate until December 31 of the year in which said Estate has been reassessed by the Dallas County Appraisal District (or such substitute or successor assessing authority, as aforesaid) based upon the value of the Estate with the improvements thereon certified for occupancy. For calendar years thereafter, the annual assessment for the Estate covered by this Section 4.03(b) shall be determined in accordance with the provisions of the first sentence of Section 4.03(a).

(c) The Board of Directors may, after consideration of current maintenance, operational and other costs and the future needs of the Association, fix the actual annual assessments for any year at a lesser amount. The Association may not accumulate a surplus at the end of any fiscal year which is more than thirty percent (30%) of the maximum permissible annual assessment for the subsequent fiscal year to be levied against the Members of the Association. The Board of Directors shall, should any such surplus exist at the end of any fiscal year, reduce the annual assessment to be levied against the Members of the Association for the subsequent fiscal year by an amount equal to such surplus. Declarant shall not be required to pay assessments with respect to portions of the Property owned by Declarant and designated as Common Area.

(d) The amount and time of the payment of the annual assessment shall be determined by the Board of Directors pursuant to the Articles of Incorporation and Bylaws of the Association. The Board may provide that annual assessments shall be paid monthly, quarterly, semi-annually or annually on a calendar year basis. Not later than thirty (30) days prior to the beginning of each fiscal year of the Association, the Board shall estimate the total common expenses to be incurred by the Association for the forthcoming fiscal year. The Board shall then determine, in a manner consistent with the terms and provisions of this Declaration, the amount of the annual assessment to be paid by each Member. Written notice of the annual assessment to be paid by each Member shall be sent to every Member but only to one joint owner. Each Member shall thereafter pay to the Association his annual assessment in installments as established by the Board.

Section 4.04. Special Assessments. In addition to the annual assessments authorized by Section 4.03 of this Article IV, the Association may levy in any calendar year a special assessment for the purpose of defraying, in whole or in part, the cost of any construction or reconstruction, unexpected repair or replacement of a capital improvement upon the Common Area, including the necessary fixtures and personal property related thereto, or for maintenance of portions of the Common Area and improvements therein or for carrying out other purposes of the Association as stated in the Articles of Incorporation of the Association; provided, that, any such special assessment levied by the Association shall have the approval of the Members of the Association as provided in Section 4.07, below.

Section 4.05. Special Individual Assessments. Upon the affirmative majority vote of the Board of Directors of the Association as provided herein, the Association may levy special assessments against individual Owners for: (i) reimbursement to the Association for repairs to the Common Area or improvements thereto occasioned by the willful or negligent acts of such Owner(s) and not the result of ordinary wear and tear; or (ii) for payment of fines, penalties, or other charges imposed against an individual or separate Owner relative to such Owner's failure to comply with the provisions of this Declaration, the Bylaws of the Association or any rules or regulations promulgated hereunder.

Section 4.06. Vote Required for Increase in Rate of Annual Assessment. The increase in the rate of the annual assessment as authorized by Section 4.03 of this Article IV must be approved as follows:

(a) From and after January 1 of the year immediately following the conveyance of the first Estate to an Owner, the maximum annual assessment may be increased each year not more than ten percent (10%) (such maximum percentage increase may be cumulative from year-to-year) above the maximum assessment for the previous year without a vote of the membership.

(b) From and after January 1 of the year immediately following the conveyance of the first Estate to an Owner, the maximum annual assessment may be increased above ten percent (10%) by the vote or written consent of at least fifty-one percent (51%) of each class of Members, inclusive of the class of Eligible Lenders.

(c) The Board of Directors shall fix the annual assessment at an amount not in excess of the maximum unless otherwise approved in accordance with the preceding.

Section 4.07. Vote Required for Special Assessment. Any special assessment levied by the Association in accordance with Section 4.04 of this Article IV, must be approved by the Members in accordance with Section 3.06 hereof.

Section 4.08. Date of Commencement of Annual Assessments and Due Date of Assessments. The annual assessments provided for in this Declaration shall commence as to the Property on October 1, 1985, and such assessment or any installment thereof (if payable in installments), shall be considered delinquent if not paid by October 30, 1985. The first annual assessment shall be made for the balance of the calendar year in which it is levied. The amount of the annual assessment which may be levied for the balance remaining in the first year of assessment shall be an amount which bears the same relationship to the annual assessment provided for in Section 4.03 of this Article IV as the remaining number of months in that year bears to twelve (12). The annual assessments for any year after 1985 shall become due and payable on January 1 of such year and such assessment or any installment thereof (if payable in installments) shall be considered delinquent if not paid within thirty (30) days after such assessment or any installment thereof is stated to be due and payable.

Section 4.09. Division of Special Assessments. Special Assessments shall be fixed at an amount for each Estate equal to the product of the total Special Assessment times a fraction, the numerator of which is the assessed valuation of such Estate (as determined in accordance with Section 4.03 of this Article IV) and the denominator of which is the total of all such assessed valuations for Estates within the Property.

Section 4.10. No Offsets. All Assessments shall be payable in the amount specified by the Association and no offsets against such amount shall be permitted for any reason.

Section 4.11. Reserves. The annual assessments shall include reasonable amounts, as determined by the Board of Directors, collected as reserves for the future periodic maintenance, repair and/or replacement of all or a portion of the Common Area. All amounts collected as reserves, whether pursuant to this Section or otherwise, shall be deposited by the Association in a separate bank account to be held in trust for the purposes for which they were collected and are to be segregated from and not commingled with any other funds of the Association. Assessments collected as reserves shall not be considered to be advance payments of regular Assessments.

Section 4.12. Nonpayment of Assessments.

(a) Delinquency. Any Assessment provided for in this Declaration, that is not paid in full when due shall be delinquent on the date after the date due ("delinquency date") as specified in the notice of such Assessment. The Association shall have the right to reject partial payment of an Assessment and demand full payment thereof. If any Assessment or part thereof is not paid within ten (10) days after the delinquency date, the unpaid amount of such Assessment shall bear interest after the delinquency date until paid at a rate equal to the lesser of eighteen percent (18%) per annum or the maximum lawful rate.

(b) Lien. The unpaid amount of any Assessment not paid by the delinquency date shall, together with the interest thereon as provided in Section 4.12(a) of this Article IV and the cost of collection thereof, including reasonable attorneys' fees, as herein provided, thereupon become a continuing lien and charge on the Estate of the non-paying Owner covered by such Assessment, which shall bind such Estate in the hands of the Owner, and his heirs, executors, administrators, devisees, personal representatives, successors and assigns. The aforesaid lien shall be superior to all other liens and charges against the said real property, except only for tax liens and the lien of any bona fide mortgage or deed of trust now or hereafter placed upon said real property subject to an Assessment and which mortgage or deed of trust is recorded prior to recordation of written notice of past due Assessments. In the event of the foreclosure of a lien superior to the lien for Assessments (which superior lien is described in the preceding sentence) and the sale of the property subject to an Assessment as a result thereof, the Assessment lien is discharged with respect to all Assessments accrued prior to the sale. However, such a sale shall not relieve the purchaser of such

real property from liability for any Assessment thereafter becoming due nor from the lien of any such subsequent Assessment. The Association shall have the power to subordinate the lien securing the payment of any Assessment to any other lien. As hereinbefore stated, the personal obligation of the Owner, at the time of such Assessment, to pay such Assessment shall remain the personal obligation of such Owner and may pass to such Owner's successors in title whether or not expressly assumed by them in writing, as set forth in Section 4.01 hereinabove. The lien for the unpaid Assessments shall be unaffected by any sale or assignment of an Estate and shall continue in full force and effect.

To evidence the aforesaid 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 real property covered by such lien and a description of the Estate covered by such lien. Such notice shall be executed by an officer of the Association and shall be recorded in the office of the County Clerk of Dallas County, Texas.

(c) Remedies. The lien securing the payment of the Assessments shall attach to the Estate belonging to such non-paying Owner with the priority set forth in this Section. Subsequent to the recording of a notice of the lien as provided in this Section, 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 by judicial foreclosure. 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 the Owners personally obligated to pay the Assessment, there shall be added to the amount of any such Assessment the interest provided in this Section, the costs of preparing and filing the complaint in such action and the reasonable attorneys' fees incurred in connection with such action; 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 Member vests in the Association or their assigns the right and power to bring all actions at law or lien foreclosure against such Member or other Members for the collection of such delinquent Assessments. Upon the written request of any mortgagee holding a prior lien on any part of the Property, the Association shall report to said mortgagee any Assessments remaining unpaid for longer than sixty (60) days after the delinquency date of such Assessment.

Section 4.13. Exempt Property. The following property subject to the Declaration shall be exempt from the assessments, charges and liens created in this Declaration:

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

including, but not limited to any and all property owned by any school district or the City of Coppell, Texas;

(b) All Common Area; and

(c) All portions of the Property owned by non-profit organizations and restricted for use as private schools or churches; provided, however, the exemption of such organizations and the portions of the Property owned by same is subject to review and approval by the Board of Directors of the Association, such exemption being contingent upon approval by the Board of Directors.

Portions of the Property which are exempt from the assessments, charges and liens created by this Declaration pursuant to Section 4.13(a) or (c) shall in any event be subject to all other provisions of this Declaration including, but not limited to, the Protective Covenants of Article IX, architectural review requirements of Article X and the liability for special individual assessments as set forth herein. Owners of portions of the Property which are exempt pursuant to Section 4.13(a) and (c) shall be Members of the Association but shall have no voting rights.

Section 4.14. Estoppel Information from Board of Directors with Respect to Assessments. The Board of Directors of the Association shall upon demand at any time furnish to any Owner liable for an Assessment, a certificate in writing signed by an officer of the Association, setting forth whether said Assessment has been paid. Such certificate shall be conclusive evidence of payment of any Assessment therein stated to have been paid. A reasonable charge may be made by the Board for the issuance of such certificates.

Section 4.15. Commercial Area Assessments. The Association shall be authorized to levy and collect assessments from the owner(s) of all or any portion of the real property (the "Commercial Property") described on Exhibit "B" attached hereto and made a part hereof for all purposes. Such assessments shall be determined, levied, collected and paid according to the terms and provisions of that certain Declaration of Covenants, Conditions and Restrictions for the Commercial Area of the Lakes of Coppell filed _____, 19__ in Volume _____, Page _____ in the office of the County Clerk of Dallas County, Texas (the "Commercial Declaration"). The Association shall have such powers, duties, obligations and liabilities relative to the Commercial Property as are set forth in the Commercial Declaration.

ARTICLE V GENERAL POWERS AND DUTIES OF THE BOARD OF DIRECTORS OF THE ASSOCIATION

Section 5.01. Powers and Duties. The affairs of the Association shall be conducted by the Board of Directors (herein so-called) of the Association. The Board of Directors of the Association shall be selected in accordance with the Articles of Incorporation and the Bylaws of the Association. In addition to the powers and duties enumerated in the Articles of Incorporation and the Bylaws of the Association, or elsewhere provided for herein, and without

limiting the generality thereof, the Board of Directors, for the mutual benefit of the Members of the Association, shall have the following powers and/or duties:

(a) If, as and when the Board of Directors of the Association, in its sole discretion, deems necessary it may take such action to enforce the terms and provisions of this Declaration and the Articles of Incorporation and the Bylaws of the Association by appropriate means and carry out the obligations of the Association hereunder, including without limitation, the expenditure of funds of the Association, the employment of legal counsel and accounting services, the commencement of legal causes of action, the promulgation and enforcement of the Association rules (herein so-called) which may include the establishment of a system of fines and/or penalties enforceable as special individual assessments as provided in Section 4.05 of Article IV to this Declaration, and to enjoin and/or seek legal damages from any Owner for violation of such provisions or rules;

(b) To acquire, maintain and otherwise manage all of the Common Area and all facilities, improvements and landscaping thereon, and all personal property acquired or owned by the Association;

(c) 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 Area, unless the same are separately assessed to all or any of the Owners;

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

(e) To make such dedications and grant such easements, licenses, franchises or 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 Area to serve the Property or any part thereof;

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

(g) 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 of Directors of the Association;

(h) 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 Area;

(i) To enter into contracts for the provision of security services to the Property;

(j) If, as and when the Board of Directors of the Association, in its sole discretion, deems necessary it may take action to protect or defend the Common Area or other property of the Association from loss or damage by suit or otherwise;

(k) To sue and defend in any court of law on behalf of the Association or one (1) or more Members thereof;

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

(m) To make reasonable rules and regulations for the operation and use of the Common Area and to amend same from time to time; provided, however, that any rule or regulation may be amended or repealed by an instrument in writing signed by a majority of the Members or, with respect to a rule or regulation applicable to less than all of the Property, by the Members in that portion of the Property affected thereby;

(n) To make available to each Owner and any individual or entity holding a mortgage or deed of trust on any Estate within sixty (60) days after the end of each fiscal year, an audited annual report and such annual report shall contain a balance sheet, income statement, statement of sources and use of funds, auditor's opinion and notes;

(o) 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 Section 4.04;

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

(q) To delegate its powers and duties to committees, officers or employees as provided in the Bylaws of the Association, 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 without cause on not more than thirty (30) 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.

Section 5.02. Contracts Terminable. Prior to the date that the Class B Membership converts to Class A Membership, the Board of Directors shall enter into no contracts or agreements which are not terminable by such Board upon no more than ninety (90) days prior written notice.

ARTICLE VI PROPERTY RIGHTS IN THE COMMON AREA

Section 6.01. Members' Easements of Enjoyment. Subject to the provisions of Section 6.03 of this Article, Section 12.09 of Article XII and Section 8.05 of Article VIII, every Member and every tenant of every Member, who resides on an Estate, and each individual who resides with either of them, respectively, on such Estate shall have a right and easement of use and enjoyment in and to the Common Area and such easement shall be appurtenant to and shall pass with the title of every Estate, PROVIDED, HOWEVER, such easement shall not give such person the right to make alterations, additions or improvements to the Common Area.

Section 6.02. Title to the Common Area. The Declarant shall dedicate and convey (at such time as any Common Area shall be created by the Declarant), without consideration, the fee simple title to those portions of the Common Area owned by the Declarant to the Association, free and clear of liens and encumbrances other than those created in this Declaration and such Common Area shall be accepted by the Association, in writing.

Section 6.03. Extent of Members' Easements. The rights and easements of enjoyment created hereby shall be subject to the following:

(a) The right of the Association to prescribe regulations governing the use, operation and maintenance of the Common Area.

(b) Liens of mortgages placed against the Common Area with respect to monies borrowed by the Association for the purpose of improving the Common Area and facilities;

(c) The right of the Association to enter into and execute contracts with third parties (including the Declarant, or an affiliate of the Declarant, so long as such contracts do not provide for compensation to the Declarant, or its affiliate, which exceeds compensation which would be paid to an independent third party for such services) for the purpose of providing maintenance or such other materials or services consistent with the purposes of the Association;

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

(e) The right of the Association, as may be provided in its ByLaws, to suspend the voting rights of any Member for any period during which any Assessment against an Estate owned by such Member remains past due, and for any period not to exceed sixty (60) days for an infraction of its rules and regulations, unless the Member in good faith contests such Assessment or rules and regulations.

ARTICLE VII INSURANCE; REPAIR AND RESTORATION

Section 7.01. Insurance. The Association's Board of Directors or its duly authorized agent shall have the authority to and shall obtain insurance for all insurable improvements on the Common Area. This insurance shall cover loss or damage by fire or other hazards, including extended coverage, vandalism, and malicious mischief and shall be in an amount sufficient to cover the full replacement cost of any repair or reconstruction in the event of damage or destruction from any such hazard.

The Board of Directors of the Association shall obtain a public liability policy applicable to the Common Area covering the Association and its Members for all damage or injury caused by the negligence of the Association or any of its members or agents, and, if reasonably available, directors' and officers' liability insurance. The public liability policy shall have a combined single limit of at least One Million (\$1,000,000.00) Dollars.

Premiums for all insurance shall be common expenses of the Association. The policies may contain a reasonable deductible, and the amount thereof shall be added to the face amount of the policy in determining whether the insurance at least equals the full replacement cost.

All such insurance coverage obtained by the Board of Directors of the Association shall be written in the name of the Association, as trustee, for the respective benefitted parties, as further identified in subparagraph (b), below. Such insurance shall be governed by the provisions hereinafter set forth:

(a) All policies shall be written with a company licensed to do business in Texas and holding a rating of XI or better in the Financial Category as established by A.M. Best Company, Inc., if available, or, if not available, the most nearly equivalent rating.

(b) All policies shall be for the benefit of the Owners and their mortgagees, as their interests may appear.

(c) Exclusive authority to adjust losses under policies obtained by the Association shall be vested in the Association's Board of Directors; provided, however, no mortgagee having an interest in such losses may be prohibited from participating in the settlement negotiations, if any, related thereto.

(d) In no event shall the insurance coverage obtained and maintained by the Association's Board of Directors hereunder be brought into contribution with insurance purchased by individual Owners, occupants, or their mortgagees, and the insurance carried by the Association shall be primary.

(e) All casualty insurance policies shall have an inflation guard endorsement, if reasonably available, and an agreed amount endorsement with an annual review by one or more qualified persons, at least one of whom must be in the real estate industry and familiar with construction in the Dallas County, Texas, area.

(f) The Association's Board of Directors shall be required to make every reasonable effort to secure insurance policies that will provide for the following:

(i) a waiver of subrogation by the insurer as to any claims against the Association's Board of Directors, its manager, the Owners and their respective tenants, servants, agents, and guests;

(ii) a waiver by the insurer of its rights to repair and reconstruct instead of paying cash;

(iii) that no policy may be cancelled, invalidated, or suspended on account of any one or more individual Owners;

(iv) that no policy may be cancelled, invalidated, or suspended on account of any defect or the conduct of any director, officer, or employee of the Association or its duly authorized manager without prior demand in writing delivered to the Association to cure the defect or to cease the conduct and the allowance of a reasonable time thereafter within which a cure may be effected by the Association, its manager, any Owner or mortgagee;

(v) that any "other insurance" clause in any policy exclude individual Owners' policies from consideration; and

(vi) that no policy may be cancelled or substantially modified without at least ten (10) days' prior written notice to the Association.

In addition to the other insurance required by this Section, the Board of Directors of the Association shall obtain workmen's compensation insurance, if and to the extent necessary, to satisfy the requirements of applicable laws, and a fidelity bond or bonds on directors, officers, employees, and other persons handling or responsible for the Association's funds. The amount of fidelity coverage shall be at least the sum of three (3) months assessments plus reserves on hand. Bonds shall contain a waiver of all defenses based upon the exclusion of persons serving without compensation and may not be

cancelled or substantially modified without at least ten (10) days' prior written notice to the Association. The Association shall also obtain construction code endorsements, steam boiler coverage, and flood insurance, if and to the extent necessary to satisfy the requirements of FNMA, FHLMC, FHA or VA.

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

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

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

Section 7.05. Destruction of Improvements on Individual Estates. In the event of destruction (total or partial) to the improvements on any individual Estates due to fire or any other cause, each Estate Owner covenants and agrees to commence all necessary repairs, reconstruction or complete removal of the damaged improvements within four (4) months of the date that the damage occurs and to diligently continue such repair, reconstruction or removal until completed within a reasonable time from the commencement of such work. Repairs, reconstruction or complete removal of damaged improvements may be commenced more than four (4) months after the date of occurrence of damage if the delays in commencements are caused by factors beyond the reasonable control of the Owner of the damaged improvements. The Board of Directors of the Association shall not be obligated to enforce the covenants set forth in this Section 7.05.

ARTICLE VIII
USE OF COMMON AREA

The Common Area may be occupied and used as follows:

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

Section 8.02. Damage to the Common Area. Each Owner shall be liable to the Association for any damage to the Common Area caused by the negligence or willful misconduct of the Owner or his family, pets or invitees.

Section 8.03. Rules of the Board. All Owners, tenants and occupants shall abide by any rules and regulations adopted by the Board or the Architectural Review Committee. The Board shall have the power to enforce compliance with said rules and regulations by all appropriate legal and equitable remedies, and an Owner determined by judicial action to have violated said rules and regulations shall be liable to the Association for all damages and costs, including reasonable attorneys' fees. The By-Laws of the Association may also provide for disciplinary procedures which may, at the option of the Board, be implemented to enforce such rules and regulations and to impose penalties for failure to comply with such rules and regulations.

Section 8.04. Suspension of Right to Use Common Area and/or Right to Vote. The Board of Directors of the Association may suspend the right of any Owner, its tenants, guests or licensees to use the Common Area and/or may suspend the right of any Owner to vote during any period of time that such Owner is in default of its obligations pursuant to this Declaration, the By-laws or the rules and regulations promulgated by the Board or the Architectural Review Committee, including, but not limited to its obligations to pay assessments or to comply with the architectural control provisions and protective covenants contained herein.

Section 8.05. Lake System Common Area. That portion of the Common Area which constitutes the Lake System may be used by the Owner(s) of Lots abutting the Lake System for the construction of piers and boat docks, which shall be designed, constructed and maintained in accordance with Design Guidelines promulgated by the Architectural Review Committee. The piers and docks so constructed shall be appurtenant to and run with the Lot on which it is constructed and shall be for the exclusive use and benefit of the Lot Owner(s) on whose Lot said dock or pier is constructed.

ARTICLE IX
USE OF PROPERTY AND ESTATES - PROTECTIVE COVENANTS

The Property and each Estate situated thereon shall be constructed, developed, occupied and used as follows:

Section 9.01. Residential Purposes. Each Estate (including land and improvements) shall be used and occupied for single-family residential purposes, Apartment Complex purposes or Condominium Building only, except as hereafter provided. No Owner or other occupant shall use or occupy his Estate, or permit the same or any part thereof to be used or occupied, for any purpose other than the residential purposes referenced in this Section 9.01, except as hereafter provided. As used herein the term "residential purposes" shall be deemed to specifically prohibit all other uses, without limitation, except for the use of any Estate for the development and maintenance thereon of Condominium Buildings, Apartment Complexes or free-standing single-family residences; provided that certain portions of the Property may be used as public or private schools or churches as determined by the Declarant or the Association by so providing in a Supplementary Declaration recorded with respect to such specific area. A Supplementary Declaration recorded for a residential area may designate such area to be either a single-family residential area or a multi-family residential area, and may further designate such residential use for that area to be attached or detached single-family residences or any combination thereof in the case of a single-family residential area, or one or more apartment complexes or condominium buildings or townhouses or any combination thereof in the case of multi-family residential area. The Supplementary Declaration may designate an area as a planned unit development combining both single-family and multi-family residences where permitted by applicable zoning.

Section 9.02. Other Use Limitations.

(a) Certificate of Compliance. No Estate or any other portion of the Property shall be deemed to be improved or altered in compliance with this Article IX or Article X hereof until the Architectural Review Committee shall have issued a Certificate of Compliance with these covenants and restrictions to the Owner of such Estate or such other portion of the Property. Such Certificate shall be issued only after completion (as defined by the American Institute of Architects) of the subject residential improvements and shall be issued or denied within five (5) business days after the Committee has received a written request for such certification from the Estate Owner. Receipt of such written request for certification shall be confirmed in writing by the Committee and certification shall be deemed given if not denied in writing within said five (5) business day period.

(b) Removal of Dirt. The digging of dirt or the removal of any dirt from any Estate is prohibited, except as necessary in conjunction with landscaping, drainage or construction of improvements thereon.

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

(d) Offensive Activities. No noxious or offensive activity shall be conducted on any Estate nor shall anything be done thereon which is or may become an annoyance or nuisance to the other Estate Owners. The Architectural Review Committee, in its reasonable discretion, shall determine what constitutes a noxious or offensive activity. No animals, livestock or poultry of any kind shall be raised, bred or kept on any Estate, except that dogs, cats or other household pets may be kept, provided that they are not kept, bred or maintained for commercial purposes and further provided that they do not become an annoyance or nuisance to other Estate Owners.

(e) Commercial Use. No manufacturing, trade, business, commerce, industry, profession, or other occupation whatsoever will be conducted or carried on upon any Estate or any part thereof, or in any building or other structure erected thereon, save and except sales or leasing offices and apartment leasing and management offices, with the prior written approval of the Architectural Review Committee and compliance with City of Coppel Zoning Ordinances.

(f) Clotheslines. No clotheslines may be maintained on any Estate unless completely screened from public view.

(g) Antennas. No antenna, tower or receiving dish shall be erected on any Estate for any purpose, nor shall any antenna or tower be affixed to the outside of any dwelling on any Estate; except as may be allowed by the Architectural Review Committee, in its sole discretion, and provided that such antenna, tower or receiving dish is completely screened from public view.

(h) Trash Receptacles and Collection. All trash receptacles shall be screened by fences or shrubbery so as not to be generally visible by the public, unless otherwise approved by the Architectural Review Committee in writing. Each and every Estate Owner shall observe and comply with any and all regulations or requirements promulgated by the City of Coppel, Texas, and/or the Association, in connection with the storage and removal of trash and garbage. All Estates shall at all times be kept in a healthful, sanitary and attractive condition. No Estate shall be used or maintained as a dumping ground for garbage, trash, junk or other waste matter. All trash, garbage, or waste matter shall be kept in adequate containers which shall be constructed of metal, plastic or masonry materials, with tightly-fitting lids, and which shall be maintained in a clean and sanitary condition. No Estate shall be used for open storage of any materials whatsoever, except that new building materials used in the construction of improvements erected on any Estate may be placed upon such Estate at the time construction is commenced and may be maintained thereon for a reasonable time, so long as the construction progresses without unreasonable delay, until completion of the improvements, after which these materials shall either be removed from the Estate, or stored in a suitable

enclosure on the Estate. No garbage, trash, debris, or other waste matter of any kind shall be burned on any Estate.

(i) Temporary Structures and Vehicles. No temporary structure of any kind shall be erected or placed upon any Estate. No trailer, mobile, modular or prefabricated home, tent, shack, barn or any other structure or building, other than the residential structure to be built thereon, shall be placed on any Estate, either temporarily or permanently and no residence house, garage or other structure appurtenant thereto, shall be moved upon any Estate from another location; except, however, that Declarant reserves the exclusive right to erect, place and maintain, and to permit builders and Owners to erect, place and maintain such facilities in and upon the Property as in its sole discretion may be necessary or convenient during the period of and in connection with the sale of Estates, construction and selling of residential structures and constructing other improvements on the Property. Such facilities may include, but not necessarily be limited to, a temporary office building, storage area, signs, portable toilet facilities and sales office. Declarant, Owners and builders shall also have the temporary right to use a residence situated on an Estate as a temporary office or model home during the period of and in connection with construction and sales or leasing operations on the Property, but in no event shall a builder or Owner have such right for a period in excess of one (1) year from the date of substantial completion (as defined by the American Institute of Architects) of his last residential structure on the Property. Except as hereafter provided, any truck, bus, boat, boat trailer, trailer, mobile home, campmobile, camper, recreational vehicles or any vehicle other than conventional automobile shall, if brought within the Property, be stored, placed or parked within the garage of the appropriate Estate Owner and concealed from view by other Estate Owners, unless the Architectural Review Committee, in its sole discretion, directs otherwise. The Owner may designate areas (subject to approval by the Committee) within Estates improved with Apartment Complexes or Condominium Buildings where boats, boat trailers, recreational vehicles, campmobiles or campers may be parked or placed within the public view.

(j) Signs. No sign or signs shall be displayed to the public view on any Estate except that:

(i) Declarant may erect and maintain a sign or signs deemed reasonable and necessary for the construction, development, operation, promotion, leasing and sale of the Estates;

(ii) Any builder, during the applicable initial construction and sales period, may utilize one professional sign [of not more than five (5) square feet in size] per Estate for advertising and sales promotion;

(iii) thereafter, a dignified "for sale" sign [of not more than five (5) square feet in size], acceptable to the Architectural Review Committee, may be utilized by the Estate Owner of the respective Estate for the sale of the Estate;

(iv) other signs identifying Apartment Complexes or Condominium Buildings shall be permitted if approved as to size, composition, design, illumination and location by the Architectural Review Committee. Signs conforming to Design Guidelines promulgated by the Committee shall be approved; and

(v) Notwithstanding anything herein contained to the contrary, any and all signs, if allowed, shall comply with all sign standards of the City of Coppell, Texas, as such standards may be applicable to the Property.

(k) Swimming Pools. No above ground swimming pools shall be permitted except upon the prior written approval of the Architectural Review Committee.

(l) External Sculpture and Like Accessories. All exterior sculpture, fountains, flags and like accessories on the Estates are subject to approval of the Architectural Review Committee.

(m) Removal of Water. No water shall be drawn from the Lake System by any person, firm or corporation for any purpose.

(n) Boats. No gasoline powered boats are allowed on the Lake System, but electrically powered boats up to three (3) horsepower are permitted. No boats or other water borne vehicles are allowed on the Lake System except those owned or operated by Association Members or their invitees.

(o) Swimming. No swimming in the Lake System is allowed.

Section 9.03. Landscaping, Walls and Fences.

(a) Landscaping Plan. A landscaping plan approved by the Architectural Review Committee will be required with respect to the improvements on any Estate. The details of the plan will be dependent upon the density of the residential project, with higher density multi-family projects requiring a more detailed and extensive plan, and lower density single-family projects requiring only a plan for thoroughfare street edge treatment, entry areas and front yards.

(b) Maintenance of Landscaping and Sprinkler System. Each Condominium Building and Apartment Complex shall have and contain an underground water sprinkler system for the purpose of providing sufficient water to all landscaped areas. Weather

permitting, areas appurtenant to building shall be fully landscaped within ninety (90) days from the date the building is occupied. The Owners of Estates shall be responsible for the landscaping and maintenance of their Estates and the landscaped areas located between their Estates and adjacent streets unless maintenance responsibility and an easement for such is conveyed to the Master Association or other association and accepted by it.

(c) Fences.

(i) No fence, wall or hedge shall be erected, placed or altered on any Estate without the approval of the Architectural Review Committee. All clotheslines, wood piles, tool sheds, air-conditioning equipment, sanitation facilities or other service facilities must be enclosed with fences, walls or landscaping, as may be required by the Architectural Review Committee, so as not to be generally visible by the public unless otherwise approved by the Committee in writing.

(ii) The Architectural Review Committee shall promulgate specific Design Guidelines governing the composition and location of screening walls, fences and hedges to be located upon Estates within the Property. Screening walls shall be incorporated into and be harmonious with the overall landscaping plan developed for the Properties.

(iii) No fence, wall, hedge or shrub planting which obstructs sight lines at elevations between 2 and 6 feet above the roadways shall be placed or permitted to remain in any corner Estate within the triangular area formed by the street property lines and a line connecting them at points 25 feet from the intersection of the street lines, or in the case of a rounded property corner from the intersection of the street lines extended. The same sight line limitations shall apply on any Estate within 10 feet from the intersection of a street property line with the edge of a driveway or alley pavement. No tree shall be permitted to remain within such distances of such intersections unless the foliage line is maintained at a sufficient height to prevent obstruction of such sight lines.

(iv) No chain link, wire or other open fencing will be allowed unless expressly approved in writing by the Architectural Review Committee.

Section 9.04. Streets, Sidewalks and Exterior Lighting.

(a) Composition of Streets. All streets and alleys shall be concrete paving or other materials approved by the Architectural Review Committee in writing.

(b) Alignment and Size of Streets. Alignment and size of streets and alleys should conform to the standards and objectives expressed in Design Guidelines, must be approved by the Architectural Review Committee and comply with all relevant regulations and ordinances of the City of Coppell, Texas.

(c) Sidewalks. Each public street shall have a sidewalk on each side, the size and location and materials of which should conform to the Design Guidelines, must be approved by the Architectural Review Committee and comply with the City of Coppell, Texas standards.

(d) Exterior Lighting. A street lighting plan showing street light locations, spacing, standard types and light type and sizes must be submitted for approval by the Architectural Review Committee. No exterior light shall be installed or maintained within the Property, which light is found to be objectionable by the Architectural Review Committee. Upon being given notice by the Committee that any exterior light is objectionable, the Owner of the Estate on which same is located will immediately remove said light or shield the same in such a way that it is no longer objectionable.

Section 9.05. Construction Standards. All residential structures shall meet the following requirements (except as may be modified by the Architectural Review Committee):

(a) Foundations. The foundation system shall be designed by a registered professional engineer based on recommendations given in a soils report prepared by a soils engineering firm. The soils investigation and analysis, and the design of the foundation system, shall be made by registered professional engineers and submitted to Architectural Review Committee for approval.

(b) Roofs. Roofs shall conform to the Design Guidelines. The use of various roofing materials within the Property shall be permitted; however, no roofing material shall be used without first obtaining the Architectural Review Committee's approval of same. The Architectural Review Committee will only approve roofing materials which are of high grade and quality and which are consistent with the exterior design, color and appearance of other improvements within the Property.

(c) Exterior Building Materials. Exterior building materials and colors should conform to the Design Guidelines and must be approved by the Architectural Review Committee. In addition the exterior of improvements shall conform to the following:

(i) Residential improvements shall not be adorned with stylistic ornamentation or details that are out of character with the community image.

(ii) Exterior wall surface materials shall be limited to two approved materials, excluding trim, unless otherwise approved in writing by the Architectural Review Committee.

(iii) Brick exterior walls must be of hard fired face brick.

(iv) Stucco exterior walls shall be the traditional three (3) coat process unless another process is specifically approved by the Architectural Review Committee.

(v) Wood shingle siding shall be No. 1 Perfection Red Cedar shingles.

(vi) Wood shake siding shall be No. 1 Handsplit Red Cedar shakes.

(vii) Balconies shall be designed to have no more than fifty percent (50%) open railing; unless otherwise approved in writing by the Architectural Review Committee.

(viii) Chimneys shall be clad in materials compatible with the residential improvements of which the chimneys are a part.

(d) Mailboxes. A plan showing the location and design of all mailboxes and clustered mailbox systems must be approved by the Architectural Review Committee. Housing for mailboxes shall be architecturally integrated with the individual residential project and shall be of similar construction, materials, design and form to said residential project.

(e) Screening of Service Equipment. A plan showing the location and screening of all exterior utility meters, transformers and other exterior mechanical equipment must be approved by the Architectural Review Committee. No roof mounted mechanical equipment shall be permitted unless properly screened and approved by the Architectural Review Committee.

(f) Utilities.

(i) Improvements situated on an Estate shall be connected to the water and sewer lines as soon as practicable after same are available at the Estate line. No privy, cesspool or septic tank shall be placed or maintained upon or in any Estate. The installation and use of any propane, butane, LP Gas or other gas tank, bottle or cylinder of any type, shall require the prior written approval of the Architectural Review Committee.

(ii) All telephone, electric, cable or other service lines shall be installed underground and shall meet all requirements of the City of Coppell, Texas.

(iii) A general utility plan for the construction and installation of all utility and other services, including, but not limited to, water, sanitary sewer, storm sewer, electric, telephone, cable and gas services must be submitted to the Architectural Review Committee for approval prior to installation.

(g) Lake Set Back. No structure of any kind shall be placed or permitted to remain within twenty (20) feet of the bank of a lake within the Lake System.

(h) Paint. All painted improvements and other painted structures on each Estate shall be repainted by the Owner thereof at his sole cost and expense as often as is reasonably necessary to insure the attractiveness and aesthetic quality of such Estate or improvement. The approval of the Architectural Review Committee otherwise required for improvements under Article X, shall not be required for such repainting so long as neither the color scheme nor the arrangement of the colors of any improvements, nor the color of any paint thereon is altered.

(i) Construction Period. Once commenced, construction shall be diligently pursued to the end that it may not be left in a partially completed condition any longer than reasonably necessary.

Section 9.06. Community Antenna Television (CATV) and Security Systems.

(a) CATV System. The Declarant and/or the Association shall have the option, but not the obligation, to incorporate into any and all dwelling units a basic CATV System described and installed according to guidelines established by the Declarant and enforced by the Architectural Review Committee.

(b) Fire and Burglar Alarms. There shall be incorporated into any and all dwelling units a security and/or fire protection system designed and installed according to guidelines established by the Declarant and enforced by the Architectural Review Committee. This system shall be capable of adding an alarm communications interface capable of transmitting fire and burglar alarm signals. In conjunction with this alarm system, all exterior openings shall be prewired.

ALL OWNERS, TENANTS, GUESTS AND INVITEES OF ANY ESTATE OR ESTATE OWNER, AS APPLICABLE, ACKNOWLEDGE THAT THE DECLARANT, THE ASSOCIATION AND ITS BOARD OF DIRECTORS, AND THE ARCHITECTURAL REVIEW COMMITTEE DO NOT REPRESENT OR WARRANT THAT ANY FIRE PROTECTION SYSTEM OR BURGLAR ALARM SYSTEM DESIGNED OR INSTALLED ACCORDING TO GUIDELINES ESTABLISHED BY THE DECLARANT

OR THE ARCHITECTURAL REVIEW COMMITTEE MAY NOT BE COMPROMISED OR CIRCUMVENTED, THAT THE FIRE PROTECTION AND BURGLAR ALARM SYSTEMS WILL PREVENT LOSS BY FIRE, SMOKE, BURGLARY, THEFT, HOLD-UP, OR OTHERWISE AND THAT THE AFORESAID FIRE PROTECTION AND BURGLAR ALARM SYSTEMS WILL IN ALL CASES PROVIDE THE DETECTION OR PROTECTION FOR WHICH THE SYSTEM IS INSTALLED OR INTENDED. EACH OWNER, TENANT, GUEST OR INVITEE OF AN ESTATE OR AN ESTATE OWNER, AS APPLICABLE, ACKNOWLEDGES AND UNDERSTANDS THAT THE DECLARANT, THE ASSOCIATION, BOARD OF DIRECTORS AND ARCHITECTURAL REVIEW COMMITTEE ARE NOT AN INSURER AND THAT EACH OWNER, TENANT, GUEST AND INVITEE ASSUMES ALL RISKS FOR LOSS OR DAMAGE TO PERSONS, ESTATES OR TO THE CONTENTS OF ESTATES AND FURTHER ACKNOWLEDGE THAT DECLARANT, THE ASSOCIATION, BOARD OF DIRECTORS AND ARCHITECTURAL REVIEW COMMITTEE HAVE MADE NO REPRESENTATIONS OR WARRANTIES NOR HAS ANY OWNER, TENANT, GUEST OR INVITEE RELIED UPON ANY REPRESENTATIONS OR WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE RELATIVE TO THE FIRE AND BURGLAR ALARM SYSTEMS DESCRIBED IN THIS SECTION 9.06(b).

(c) Metering. There shall be designated by the Owner or his representative, in conjunction with the technical representative of the Declarant, a specific single location within the dwelling unit as the point of concentration for outputs from utility meter devices serving the unit. The Owner shall have the responsibility to insure that wiring is extended from the location at which utility meters are set to this designated location.

Section 9.07. Failure to Maintain Estate. If, at any time, an Owner of any Estate shall fail to control weeds, grass and/or other unsightly growth, the Association shall have the authority and right to go onto said Estate for the purpose of mowing and cleaning said Estate and shall have the authority and right to assess and collect from the Owner of said Estate the expenses of mowing or cleaning said Estate on each respective occasion of such mowing or cleaning. If, at any time, weeds or other unsightly growth on the Estate exceed six inches (6") in height (nine inches (9") with respect to an undeveloped Tract), the Association shall have the right and authority to mow and clean the Estate, as aforesaid. The Assessments, together with such interest thereon and costs of collection thereof, shall be a charge on the land and shall be a continuing lien upon each Estate against which each such Assessment is made. Each such Assessment, together with such interest thereon and cost of collection thereof, shall also be the continuing personal obligation of the person who was the Owner of such Estate at the time when the Assessment occurred. Each and every Owner of any Estate, by the acceptance of a deed or other conveyance of such Estate shall thereby covenant and agree to pay such Assessments. The lien securing any such Assessment shall be subordinate and inferior to the lien of any mortgage and any renewals or extensions thereof existing prior to the Assessment date.

Section 9.08. Additional Construction Standards for Certain Apartment Complexes and Condominium Buildings. Notwithstanding anything to the contrary contained in this Article IX the following restrictions and standards shall apply to Apartment Complex and Condominium Building projects of a density of not less than twelve (12) units per acre as defined in the applicable zoning ordinances of the City of Coppell, Texas:

(a) Minimum Landscaping. A minimum of thirty percent (30%) of each such project shall be landscaped open space. Open space includes all portions of the Estate except areas covered by buildings, parking areas, drives and other vehicle access areas.

(b) Parking:

(i) subject to the provisions of subsections (ii) through (iv) immediately below, parking spaces shall be provided in a manner which satisfies the parking requirements of the City of Coppell, Texas, which parking requirements (as affected by any variances thereto) are in effect at the time of application for Architectural Review Committee approval of plans and specifications;

(ii) all of the foregoing parking requirements must be satisfied with off-street parking spaces;

(iii) no parking shall be allowed within front or side yard set back lines unless approved by the Architectural Review Committee;

(iv) each parking row shall be terminated by a landscaped island on either side, each island with a minimum of one (1) tree, except as otherwise approved by the Architectural Review Committee.

(c) Roofs on Parking Structures. The form, pitch, composition and design of all roofs and supporting structure on covered parking structures shall be compatible with that of the project to which such structures relate.

(d) Trash and Receptacles. Trash dumpsters shall be located in areas which are not highly visible and screened on at least three (3) sides by walls constructed of materials compatible with the appurtenant residential structures.

(e) MacArthur Boulevard Setback. Any building or other structure fronting on MacArthur Boulevard shall have a front setback of at least thirty-five feet (35'). The area between such front setback line and the MacArthur Boulevard right of way shall be landscaped in accordance with the Design Guidelines.

ARTICLE X
ARCHITECTURAL REVIEW COMMITTEE

Section 10.01. Architectural Review Committee. The Architectural Review Committee, herein sometimes called the "Committee", shall be composed of three (3) individuals designated, selected or appointed in accordance with the procedure set forth below. The Committee shall function as the representative of the Owners of the Estates for the purposes herein set forth as well as for all other purposes consistent with the creation and preservation of a first-class residential development.

All three (3) members of the Architectural Review Committee shall be appointed by Declarant until such time as all of the Property is owned by Owners other than Declarant or any successor Declarant at which time all three (3) members shall each be appointed by a majority in interest, but not in numbers, of the then Owners of the Property. All members of the Committee shall be appointed for one year terms and persons (or their heirs or assigns) initially entitled to elect a member whose term has expired or otherwise ended (by death, removal or resignation) shall be entitled to appoint a member to succeed the member whose term has expired or otherwise ended (by death, removal or resignation).

Each member of the Committee shall act reasonably and in good faith in performing such member's duties and obligations under this Article X.

Section 10.02. Basis of Approval. No subdivision plat or map shall be recorded against any portion of the Property and no building, structure, road, alley, drive, utilities, parking structure, parking lot, fence, wall, improvement, alterations to improvements or additions to improvements of any kind or nature shall be erected, placed or altered on any Estate or tract on the Property until, as applicable, all subdivision plats, all plans and specifications and a plot plan have been submitted to and approved in writing by the Committee, or a majority of its members, as to:

- (a) quality of workmanship and materials and proper facing of main elevation with respect to nearby streets;
- (b) conformity and harmony of the external design, color, type and appearance of exterior surfaces and landscaping;
- (c) location with respect to topography and finished grade elevation and effect of location and use on neighboring Estates and improvements situated thereon; drainage arrangements; and
- (d) the other standards set forth within this Declaration (and any amendments or supplements hereto) to accomplish the purposes and goals evidenced by this Declaration, including, but not limited to, the purposes and goals of the Design Guidelines of the Committee.

The Committee is authorized and empowered to consider and review any and all aspects of construction, construction of other improvements and location, quality and quantity of landscaping on the Estates, which may, in the

reasonable opinion of the Committee, adversely affect the living enjoyment of one or more Estate Owners or the general value of the Property. Also, the Committee is permitted to consider technological advances in design and materials and such comparable or alternative techniques, methods or materials may or may not be permitted, in accordance with the reasonable opinion of the Committee. The Committee shall have the authority to make final decisions in interpreting the general intent, effect and purpose of the restrictions and covenants described in Article IX hereof.

Any improvements constructed in accordance with plans and specifications approved by the Committee in accordance with its then applicable standards and requirements shall not be required to be changed because such standards are thereafter amended. The Committee shall review and act upon submitted plans and specifications in accordance with the applicable time periods specified in Sections 10.04 and 10.06.

Section 10.03. Definition of "improvement(s)". The term "improvement(s)" shall mean and include all buildings and roofed structures, parking areas, fences, walls, poles, driveways, ponds, swimming pools, signs, changes in any exterior color or shape, glazing or reglazing of exterior windows with mirrored or reflective glass, streets, drainage facilities, utilities, roads, alley paths, and any new construction or exterior improvement significantly altering the appearance of any of the foregoing. It also includes public streets, utilities, garden shrubs, tree replacements and other landscaping, and subdivision plats or maps to be recorded against the Property or any portion thereof. The term includes both original improvements and all later changes and improvements.

Section 10.04. Preliminary Plan Submissions. The Architectural Review Committee is authorized and empowered to and shall consider, review and comment on proposed subdivision plats or maps, preliminary plans (for Estate, utility, street, road and alleyway development as well for construction of residences, Apartment Complexes and Condominium Buildings) submitted in duplicate on an informal basis to assist Owners, developers and prospective purchasers of all or portions of the Property in complying with applicable covenants and restrictions and to assist in the completion of feasibility studies undertaken by such persons or entities. If the preliminary plats, plans and specifications are approved by the Committee, one set thereof will be retained by the Committee, and one complete set of plats or plans as applicable, will be marked "Approved" and returned to the Estate Owner or his designated representative. If found not to be in compliance with the covenants, conditions and restrictions contained in this Declaration, one set of such preliminary plats, plans and specifications as applicable, shall be marked "Disapproved", and returned accompanied by a reasonable statement of items found not to comply with the covenants, conditions and restrictions contained herein. The Committee's approval or disapproval, as required herein, shall be in writing. If the Committee fails to approve or disapprove such plats or plans and specifications within sixty (60) days after the date of submission, approval of the matters submitted shall be presumed. Comments on and approvals of preliminary plats or plans and specifications as applicable, shall be binding upon the Architectural Review Committee provided that conforming final plans and specifications or plats, as applicable, are submitted within ninety (90) days of such preliminary comments or approvals.

Section 10.05. Plan Submissions. Final plats and plans and specifications, as applicable, shall be submitted in triplicate to the Committee prior to the construction of any improvements. Such plats and plans and specifications, as applicable, shall include, to the extent applicable to the proposed improvements as determined by the Architectural Review Committee, the following:

(a) A topographical plat showing contour grades [with one foot (1') contour intervals, unless otherwise specified by the Committee] and showing the location of all proposed improvements, structures, roads, alleyways, easements, utilities, patios, driveways, parking areas and structures, fences and walls. Existing and finished grades shall be shown at Property or Estate corners, as applicable, and at corners of proposed improvements. Property drainage provisions shall be included as well as cut and fill details if any appreciable change in the Estate contour is contemplated.

(b) Exterior elevations of all proposed buildings and structures.

(c) A description of exterior materials, colors, textures and shapes of all buildings and structures.

(d) A landscaping plan, including walkways, fences and walls, elevation changes, watering systems, vegetation, ground cover, street furniture and sculpture.

(e) Roads, alleyways, parking areas and driveway plans.

(f) Screening including size, location and method.

(g) Utility connections, including routing of electrical, gas, water, sanitary sewer and telephone cables.

(h) Exterior illumination, if any, including location, manufacturer's fixture number and support photometric test data.

(i) Any public street or utilities to be built with the completed engineering design for said improvements.

(j) Foundation borings and design bearing the certificate of a registered geotechnical engineer.

(k) Trash container storage locations and related screening.

(l) Proposed use of parcel of land.

(m) Dimensional floor plan of all enclosed spaces including one example of each residential unit type, each recreation or service building, and any garages or parking facilities.

(n) Fire protection system.

(o) Location and name of all proposed streets, alleys, walkways and easements.

(p) Structural design, bearing the certificate of a registered structural engineer.

(q) Such other matters as may be required by the then applicable zoning code of the City of Coppell, Texas, or such other municipal or governmental authority having jurisdiction over the Property.

(r) Signs, including size, shape, color, content, location, materials and illumination.

(s) Any other data or information requested or deemed reasonably necessary by the Architectural Review Committee.

The Committee may defer the date for submission of any of the matters described in Section 10.05 (a)-(s), including specifically, landscaping plans referenced at Section 10.05(d) by notice in writing to the person or entity requesting such deferral of the submission date.

Section 10.06. Approval Procedure. The Committee is authorized to request the submission of samples of proposed exterior construction materials and colors. At such time as the plats or plans and specifications, as applicable, are approved by the Committee, one set of plats or plans and specifications, as applicable, will be retained by the Committee and one complete set of plats or plans and specifications, as applicable, will be marked "Approved" and returned to the Owner or his designated representative. If found not to be in compliance with the covenants, conditions and restrictions contained in this Declaration, one set of such plat or plans and specifications, as applicable, shall be marked "Disapproved", accompanied by a reasonable statement of items found not to comply with the covenants, conditions and restrictions contained herein. The Committee's approval or disapproval, as required herein, shall be in writing. If the Committee fails to approve or disapprove such plat or plans and specifications, as applicable, within sixty (60) days after the date of submission, approval of the matters submitted shall be presumed. Any material modifications or changes to the approved plat or plans and specifications, as applicable, must again be submitted to the Committee for its inspection and approval. Material modifications or changes in plats or plans and specifications, as applicable, must be approved or disapproved in writing.

The Committee is authorized and empowered to consider and review any and all aspects of construction, construction of other improvements and location, quality and quantity of landscaping on the Estates, which may, in the reasonable opinion of the Committee, adversely affect the living enjoyment of one or more Estate Owners or the general value of the Property. Also, the Committee is permitted to consider technological advances in design and materials and such comparable or alternative techniques, methods or materials may or may not be permitted, in accordance with the reasonable opinion of the Committee.

All improvements approved by the Committee shall be diligently commenced after obtaining all necessary governmental approvals therefor and thereafter shall be pursued to completion.

Section 10.07. Design Guidelines. The Committee may, from time to time, publish and promulgate Design Guidelines and such Design Guidelines shall be explanatory and illustrative of the general intent of the development of the Property and are intended as a guide to assist the Architectural Review Committee in reviewing plats or plans and specifications. In any event, such Design Guidelines shall not be binding upon the Committee and shall not constitute, in every event, the basis for approval or disapproval of plats, plans, specifications and other materials submitted to the Committee for approval.

Section 10.08. Variances. Upon submission of a written request for same, the Committee may, from time to time, in its sole discretion, permit Owners to construct, erect, or install improvements which are in variance from the covenants and restrictions contained herein or architectural standards which are provided in this Declaration in Article IX or which may be promulgated in the future. In any case, however, such variances shall be in basic conformity with and shall blend effectively with the general architectural style and design of the community. Written requests for variances shall be deemed to be disapproved if the Committee has not expressly and in writing, approved such request within thirty (30) days of the submission of such request. No member of the Committee shall be liable to any Owner for any claims, causes of action, or damages arising out of the grant of any variance to an Owner. Each request for a variance submitted hereunder shall be reviewed separately and apart from other such requests and the grant of a variance to any Owner shall not constitute a waiver of the Committee's right to strictly enforce the covenants, restrictions and architectural standards provided hereunder, against any other Owner.

Section 10.09. Nonconforming and Unapproved Improvements. The Committee may require any Owner to restore such Owner's improvements to the condition existing prior to the construction thereof (including, without limitation, the demolition and removal of any unapproved improvement) if such improvements were commenced or constructed in violation of this Article IV. In addition, the Committee may, but has no obligation to do so, cause such restoration, demolition and removal and recover the amount of the cost thereof from the Owner of the Estate or portion of Property upon which such improvements were commenced or constructed.

Section 10.10. No Liability. Neither Declarant, the Committee, nor employees, officers, directors and agents of any of them, shall be liable in damages to anyone submitting plats or plans and specifications to any of them for approval, or to any Owner of property affected by these restrictions by reason of mistake in judgment, negligence, or nonfeasance arising out of or in connection with the approval or disapproval or failure to approve or disapprove any such plans or specifications. Every person who submits plans or specifications, and every Owner of any of said property agrees that he will not bring any action or suit against Declarant, the Committee, or officers, directors, employees and agents of any of them, to recover any such damages and hereby releases, remises, and quitclaims all claims, demands and causes of action arising out of or in connection with any judgment, negligence or

nonfeasance and hereby waives the provisions of any law which provides that a general release does not extend to claims, demands and causes of action not known at the time the release is given.

Section 10.11. Certificate of Compliance. Within five (5) business days after an Owner's written request for same and upon substantial completion (as such term is defined by the American Institute of Architects) of improvements, the plats or plans and specifications for which are subject to review by the Committee, the Committee shall inspect such improvements and if the improvements are constructed, erected, placed or altered in accordance with approved plats or plans and specifications the Committee shall issue a certificate evidencing compliance with the provisions hereof. If the project subject to review is a phased project, the Committee shall inspect each phase as phases are substantially completed (as such term is defined by the American Institute of Architects) and if such phase, including, but not limited to, parking facilities, landscaping and signage related to such phase, is found to be in substantial conformity with previously approved plats or plans, specifications and other submissions, a certificate evidencing such compliance will be issued by the Committee.

Section 10.12. Notice of Noncompliance or Noncompletion. Notwithstanding anything to the contrary contained herein, after the expiration of two (2) years from the date of substantial completion of construction of any improvement within the Property, said improvements shall, in favor of purchasers and encumbrancers in good faith and for value, be deemed to be in compliance with all provisions of Articles IX and X, unless actual notice of such noncompliance and noncompletion, executed by the Committee or its designated representatives, shall appear of record in the office of the County Clerk of Dallas County, Texas or unless legal proceedings shall be instituted to enforce compliance or completion. The term "substantial completion" shall be defined in the manner adopted by the American Institute of Architects from time to time. Subsequent improvements, alterations or repairs to an Estate shall not entitle the Committee to review for compliance any improvements substantially completed more than two (2) years prior to such more recent improvements, alterations or repairs which are subject to review.

Section 10.13. Appointment and Designation. The Committee may from time to time, by the vote or written consent of a majority of its members, delegate any of its rights or responsibilities hereunder to one or more duly licensed architects or other qualified persons or subcommittees which shall have full authority to act on behalf of said Committee in all matters delegated.

Section 10.14. Review Fee and Address. Any plans and specifications shall be submitted in duplicate, in writing, for approval together with a reasonable processing fee as set by the Committee. The review fee shall cover only the cost of employing non-affiliated consultants to review plats or plans and specifications as well as incidental expenses associated with the review process. The address of the Committee shall be the principal place of business of the Declarant from time to time designated in writing to the Owners. Such address shall be the place of the submittal of any plats or plans and specifications and the place where the current Design Guidelines and rules and regulations, if any, of the Committee shall be kept.

Section 10.15. Inspection. After telephonic notice to the Owner, any member or agent of the Committee may from time to time at any reasonable hour or hours enter and inspect any property subject to the jurisdiction of said Committee to confirm improvement or maintenance in compliance with the provisions hereof.

Section 10.16. Governmental Authorities. All Owners of any Estate or portion of the Property and their successors and assigns by their acceptance of their respective deeds, shall be bound by and subject to all applicable laws, rules or regulations. No improvements or addition or change or alteration thereof shall be constructed, erected, placed, altered or maintained on any of the Property, including the Common Area, which is in violation of any of the laws or ordinances of the City of Coppell, Texas or any other applicable governmental laws, rules or regulations. Notwithstanding anything to the contrary herein contained, neither the Declarant, nor the Committee and their respective officers, directors, agents and employees shall have any obligation to enforce or to report the violation of any such law, ordinance, rule or regulation.

Section 10.17. No Liability for Design Defects. Plats or plans and specifications are not approved for engineering or structural design or quality of materials, and by approving such plans and specifications neither the Committee, the members thereof, or the Declarant assumes liability or responsibility therefor, nor for any defect in any structure or improvement constructed from such plans and specifications.

ARTICLE XI RIGHTS OF ELIGIBLE LENDERS AND ELIGIBLE INSURERS OR GUARANTORS

Section 11.01. Notices to Eligible Lenders. All Eligible Lenders holding first mortgages on an Estate, or portion thereof, shall be given notice of the following events if they deliver to the Association a written request that they receive such notices, together with a complete and accurate description of the Estate securing their mortgage and an accurate address for such Eligible Lender:

(a) Any condemnation loss or any casualty loss which affects a material portion of the Property or any Estate on which there is a first mortgage held, insured or guaranteed by such Eligible Lender;

(b) Any delinquency in the payment of assessments or charges owed and any other default in the performance of an obligation set forth in this Declaration by an Owner of an Estate subject to a first mortgage held, insured or guaranteed by such Eligible Lender, which remains uncured for a period of 60 days;

(c) Any lapse, cancellation or material modification of any insurance policy or fidelity bond maintained by the Association;

(d) Any proposed action which would require the consent of a specified percentage of Eligible Lenders; and

(e) Any proposal to make a change in this Declaration.

Section 11.02. Other Provisions for Eligible Lenders.

(a) Notwithstanding anything to the contrary contained herein, the consent of the Members of the Association to which at least sixty-seven percent (67%) of the vote of each class of Members in the Association are allocated and the approval of Eligible Lenders holding mortgages on Estates subject to the Declaration which have at least fifty-one percent (51%) of the votes of such Estates subject to Eligible Lender mortgages shall be required to do any of the following:

(i) establish self-management of the Association when professional management had been required previously by an Eligible Lender;

(ii) restore or repair (after a hazard damage or partial condemnation) in a manner other than that as specified in the Declaration; and

(iii) take any action to terminate the legal status of the Association after a substantial destruction or condemnation occurs.

(b) If substantial destruction or condemnation has not occurred, the legal status of the Association shall not be terminated unless Eligible Lenders holding mortgages on Estates subject to the Declaration which have at least sixty-seven percent (67%) of the votes of such Estates subject to Eligible Lender mortgages consent.

Section 11.03. FHLMC Provision.

(a) Notwithstanding any other provision of this Declaration, unless at least two-thirds of the Eligible Lenders (based upon one vote for each mortgage held) and Owners (other than the Declarant) of Estates subject to the Declaration have given their prior written approval, the Association shall not be entitled to (i) by act or omission seek to abandon, partition, subdivide, encumber, sell or transfer the Common Area (the granting of easements for public utilities or for other public purposes consistent with this Declaration and the intended use of the Common Area shall not be deemed a transfer within the meaning of this clause); (ii) change the method of determining the obligations, assessments, dues or other charges which may be levied against an Owner of an Estate subject to the Declaration; (iii) by act or omission, waive or abandon the scheme in the Declaration pertaining to the architectural design or the exterior appearance of Estates subject to the Declaration, the exterior maintenance of such Estates or the maintenance of the Common

Area; (iv) fail to maintain fire and extended coverage on insurable improvements located on the Common Area on a current replacement cost basis; (v) use hazard insurance proceeds for losses to the Common Area for other than the repair; replacement or reconstruction of such Common Area.

(b) The first mortgagees may, jointly or singly, pay taxes or other charges which are in default which may or have become a charge against the Common Area and may pay overdue premiums on hazard insurance coverage upon the lapse of a policy for the Common Area and first mortgagees making such payments shall be owed immediate reimbursement for such payment from the Association.

ARTICLE XII EASEMENTS

Section 12.01. Easements. Easements, licenses, franchises or other similar permits for installation, maintenance, repair and removal of utilities, public rights-of-way, drainage facilities and floodway easements and video services, cable television services, security services, communication services, fire protection services and other similar services, over, under and across the Property are reserved by Declarant for itself, its successors and assigns, as specifically set forth on recorded plats of the Property, portions thereof or as set forth in other documents of record in the Deed Records of Dallas County, Texas. In addition, the Declarant hereby reserves to itself, its successors and assigns, easements for installation, maintenance and repair and removal of utilities and drainage facilities, security services, cable television and other communication services and other similar services, such easements to be located between the right-of-way lines of public or private rights-of-way within the Property and building set back lines from such rights-of-way, such easements in no event to exceed fifteen feet (15') in width as measured from such right-of-way line. In any event such fifteen foot (15') easements shall be contiguous to such rights-of-way. Full right of ingress and egress shall be had by Declarant at all times over the Property to the extent reasonably necessary for the installation, operation, maintenance, repair or removal of any utility or drainage facility or other services as aforesaid, contained within any of the aforesaid easements. Full right of ingress and egress shall also be had by Declarant at all times over the Property as may be reasonably required to remove any obstruction that may be placed in such easements without the approval of the Declarant or the owner of the relevant easement, where such unauthorized obstruction would constitute interference with the use of such easement or with the use, maintenance, operation or installation of such utility or other services. In no event shall the foregoing prohibit paving, fencing, walls or landscaping within such easements. Declarant shall have the right to assign and convey, in whole or in part, the easements reserved by it hereunder to one or more public utility companies, quasi-public service companies or relevant governmental authorities. All utilities installed within the aforesaid easements shall be installed underground. Full rights of ingress and egress shall be had by Declarant and its successors and assigns at all times over the Property for the installation, operation, maintenance, repair or removal of any utility or service together with the right to remove any

obstruction that may be placed in the aforesaid easements that would constitute interference with the use of the aforesaid easements, or with the use, maintenance, operation or installation of such utility or service.

Section 12.02. Ingress and Egress by the Association. Full rights of ingress and egress shall be had by the Association at all times over and upon each Estate for the maintenance and repair of each Estate in accordance with the provisions hereof, and for the carrying out by the Association of its functions, duties and obligations hereunder; provided, that any such entry by the Association upon any Estate shall be made only after reasonable notice to the relevant Estate Owner (except that no notice shall be required in the event of an emergency) and any entry shall be made with as little inconvenience to the Owner as practical, and any damage caused thereby shall be repaired by the Association at the expense of the Association.

Section 12.03. Easements for Encroachment. There shall be reciprocal appurtenant easements for encroachment as between each Estate and such portion or portions of the Common Area adjacent thereto or as between adjacent Estates due to the unintentional placement or settling or shifting of the improvements constructed, reconstructed, or altered thereon (in accordance with the terms of this Declaration) to a distance of not more than five (5) feet, as measured from any point on the common boundary between each Estate and the adjacent portion of the Common Area or as between adjacent Estates, as the case may be, along a line perpendicular to such boundary at such point; provided, however, in no event shall an easement for encroachment exist if such encroachment occurred due to willful conduct on the part of an Owner, tenant, or the Association.

Section 12.04 Estate Owners Easements. The rights and duties of the Owners of Estates within the Property with respect to sanitary sewer, water, electricity, telephone and cable television lines and drainage facilities shall be governed by the following:

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

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

Section 12.05. Public Easement. There is hereby reserved to Declarant, its successors and assigns, an easement for public ingress and egress over any public pedestrian pathways. This easement shall not imply any right of public use of the Common Area or improvements thereon, owned by the Association.

Section 12.06. Audio and Video. In the event that audio and video communication services and utilities are made available to any of the Estates by means of an underground coaxial cable system, the company furnishing such services and facilities shall have a two foot (2') wide easement along and centered on the underground wire or cable when and as installed by said company from the utility easement nearest to the point of connection on the permanent improvement or structure, or to be constructed upon said Estate, and in a direct line from said nearest utility easement to said point of connection.

Section 12.07 Easement for Construction, Maintenance and Repair of Subdivision and Screening Walls. Declarant does hereby perpetually dedicate, establish, create and set aside a non-exclusive ten (10) foot wide easement over, across and upon the Property, such easement to be five (5) feet on either side of subdivision entrance and screening walls constructed by the Declarant or developers which have purchased Estates from the Declarant. Such easements are reserved for the exclusive benefit of Declarant and the Association, their respective successors and assigns, for the construction, maintenance and repair of subdivision entrance and screening walls. Estate owners shall not alter, paint, attach fences to or otherwise use such walls even though certain of such walls and/or the easement reserved herein may be located on such Owner's Estate. These walls and the easement reserved herein shall constitute a portion of the Common Area and Common Facilities.

Section 12.08 Easement for Maintenance and Repair of Lakes and Banks of Lakes. Declarant does hereby perpetually dedicate, establish, create and set aside a non-exclusive ten (10) foot wide easement over, across and upon the Property, such easement to extend ten (10) feet in width around the entire length of the Lake System. Such easements are reserved for the exclusive benefit of Declarant and the Association, their respective successors and assigns, for the maintenance and preservation of the Lake System and for the maintenance and repair of the concrete and wood walls and the stone paving lining the banks of the lakes. Estate Owners shall not alter, paint or otherwise use such walls and stone paving even though certain of such walls, stone paving and/or the easement reserved herein may be located on such Owner's Estate. These walls, stone paving and the easement reserved herein shall constitute a portion of the Common Area and Common Facilities.

Section 12.09 Lake System Easement. No Member of the Association shall restrict the use of the Lake System by any other Member, and each Member is hereby granted an easement and right to reasonably use the entire Lake System in common with each other Member, PROVIDED that such reasonable use of the Lake System shall extend only to the water surface thereof and such easement granted herein shall not extend to any land area abutting the Lake System. The easement granted to the Members in this Section 12.09 shall not be construed to prohibit the Owner of an Estate that abuts the Lake System from using the banks and the land area abutting the Lake System which is owned by such Estate Owner.

ARTICLE XIII CONDEMNATION

In the event of a taking by eminent domain of any part of the Common Area, the Association shall participate in the negotiations, agreements and settlements with the condemning authority or the court. The award or proceeds of settlement shall be payable to the Association for the use and benefit of the Owners.

ARTICLE XIV GENERAL PROVISIONS

Section 14.01. Duration. The Covenants, Conditions and Restrictions of this Declaration shall run with and bind the land subject to this Declaration, and shall inure to the benefit of and be enforceable by the Association and/or the Owner of any land subject to this Declaration, their respective legal representatives, heirs, successors and assigns, for a term of thirty-five (35) years from the date that this Declaration is recorded in the office of the County Clerk of Dallas County, Texas, after which time said Covenants and Restrictions shall be automatically extended for successive periods of ten (10) years unless (and subject to the provisions of the Deed Restrictions, as hereinafter defined) an instrument is signed by the Members and Eligible Lenders entitled to cast sixty-seven percent (67%) of the votes of the Association in the aggregate, regardless of class, and has been recorded in the Deed Records, Dallas County, Texas, agreeing to abolish the same Covenants, Conditions and Restrictions in whole or a substantial portion thereof; provided, however, that no such agreements to abolish shall be effective unless made and recorded one (1) year in advance of the effective date of such abolishment.

Section 14.02. Amendments. Notwithstanding Section 14.01 of this Article and subject to the provisions of Section 3.07 hereof, where applicable, these Covenants and Restrictions may be amended and/or changed in part with the consent of at least fifty-one percent (51%) of the outstanding votes of the Members of each Class of Members of the Association; provided that the Declarant may execute and record amendments to this Declaration without such consent or approval if the amendment is for the purpose of correcting technical errors or for clarification only. Any and all amendments, if any, shall be recorded in the office of the County Clerk of Dallas County, Texas.

Section 14.03. Enforcement. Enforcement of these covenants and restrictions shall be by any proceeding at law or in equity against any person or persons violating or attempting to violate them, or to recover damages, or to enforce any lien created by these covenants; and failure by the Association or the Declarant to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter. The Declarant, the Architectural Review Committee, an Owner or the Association shall have the right, but not the obligation, to enforce these covenants and restrictions in accordance with the provisions set forth within this Declaration.

Section 14.04. Limitation of Restrictions on Declarant. Declarant is undertaking the work of developing land for residential purposes and incidental improvements upon the Property. The completion of that work and the sale or other disposal of such developed land is essential to the establishment and welfare of said Property as a residential community. In order that said work may be completed and said Property be established as a fully occupied residential community as rapidly as possible, nothing in this Declaration shall be understood or construed to:

(a) Prevent Declarant, its contractors, or subcontractors from doing to the Property whatever is reasonably necessary or advisable in connection with the completion of said work; or

(b) Prevent Declarant or its representatives from erecting, constructing and maintaining on any part or parts of the Property, such structures as may be reasonable and necessary for the conduct of its business of completing said work and establishing said Property as a residential community and disposing of the same in parcels by sale, lease, or otherwise; or

(c) Prevent Declarant from conducting on any part of the Property such business or completing said work; or

(d) Prevent Declarant from maintaining such sign or signs on any of the Property as may be necessary for the sale, lease or disposition thereof, provided, however, that the maintenance of any such sign shall not unreasonably interfere with the use by any Owner of his Estate.

The foregoing limitations on the application of the restrictions to Declarant shall terminate upon the sale of Declarant's entire interest in the Property.

Any action taken by Declarant pursuant to any provision of this Section will not unreasonably interfere with the Owner's rights and use of his Estate.

Section 14.05. Termination of and Responsibility of Declarant. If Declarant should convey all of its right, title and interest in and to the Property to any partnership, individual or individuals, corporation or corporations, then and in such event Declarant shall be relieved of the performance of any further duty or obligation hereunder, and such partnership, individual or individuals, corporation or corporations, shall be obligated to perform all such duties and obligations of the Declarant.

Section 14.06. Owners' Compliance. Each Owner, tenant or occupant of an Estate or unit in an Apartment Complex shall comply with the provisions of this Declaration, and shall comply with the decisions and resolutions of the Association or its duly authorized representative, and failure to comply with any such provisions, decisions, or resolutions, shall be grounds for an action to recover sums due, for damages and/or fines or for injunctive relief.

All agreements and determinations lawfully made by the Association in accordance with the voting procedures established herein shall be deemed to be binding on all Owners of Estates, their successors and assigns.

Section 14.07. Severability. Invalidation of any one of these covenants or restrictions by judgment or court order shall not affect any other provision which shall remain in full force and effect.

Section 14.08. Headings. The headings contained in this Declaration are for reference purposes only and shall not in any way affect the meaning or interpretation of this Declaration.

Section 14.09. Notices to Member or Eligible Lender. Except as hereafter set forth any notice required to be given to any Member or Eligible Lender under the provisions of this Declaration shall be deemed to have been properly delivered when deposited in the United States mail, postage prepaid, addressed to the last known address of the person who appears as Member or Eligible Lender on the records of the Association at the time of such mailing. In the event that there are multiple Members or multiple Eligible Lenders with respect to a single Estate the Association shall be obligated to send notice to only one (1) of the multiple Members and one (1) of the multiple Eligible Lenders. Notice to one shall be deemed to be notice to all. Multiple Members or Eligible Lenders may designate one (1) of their group as the person entitled to notice by so notifying the Association in writing of such person and the address thereof, but if no such person is designated the Association may notify any one (1) of such multiple Members and multiple Eligible Lenders. Notices of past due assessments, of the intention to institute any punitive provisions hereof, of any sanctions to be imposed hereunder or of any violations of this Declaration shall be sent to the affected person or entity by certified mail, return receipt requested and addressed as aforesaid.

Section 14.10. Disputes. Matters of dispute or disagreement between Owners with respect to interpretation or application of the provisions of this Declaration or the Association Bylaws, shall be determined by the Board of Directors, whose reasonable determination shall be final and binding upon all Owners.

Section 14.11. Compliance with FHLMC, FNMA, VA and FHA Regulations. The Declarant intends that the documents creating and governing the Association and/or this Declaration may be amended to comply (if not in compliance) with all requirements of the Federal Home Loan Mortgage Corporation ("FHLMC"), Federal National Mortgage Association ("FNMA"), Federal Housing Administration ("FHA") and Veterans Administration ("VA") pertaining to the purchase or guaranty by FHLMC, FNMA VA or FHA of conventional home loans. Declarant and all Owners therefore agree that, notwithstanding anything to the contrary contained herein, in the event this Declaration, any of the Bylaws and Articles of Incorporation of the Association and any other documents or instruments governing or creating same do not comply with the FHLMC, FNMA, VA or FHA requirements, the Declarant or the Board, shall have the power, in its discretion (on behalf of the Association and each and every Owner) to amend the terms of this Declaration, the Bylaws and Articles of Incorporation of the Association and any other documents or instruments governing or creating same and/or to enter into any agreement with FHLMC (or its designee), FNMA (or its designee) VA (or its designee), or FHA (or its designee) reasonably required by FNMA or FHLMC, VA or FHA, to allow the Property, the Association, the Declaration and/or any other related documents to comply with such requirements.

IN WITNESS WHEREOF, Triland Investment Group, a Texas general partnership venture, being the Declarant herein, has caused this instrument to be executed this 30th day of November, 1984.

TRILAND INVESTMENT GROUP,
a Texas general partnership,

By: STYLUS HOLDINGS, INC.,
a Texas corporation and one of
three general partners

By: *Nicholas R. DiGiuseppe*
Nicholas R. DiGiuseppe,
President

THE STATE OF TEXAS §
 §
COUNTY OF DALLAS §

This instrument was acknowledged before me on the 30th day of Nov., 1984 by NICHOLAS R. DiGIUSEPPE, President of STYLUS HOLDINGS, INC., a Texas corporation, on behalf of said corporation, acting as a general partner of Triland Investment Group, a Texas general partnership.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this 30th day of Nov., 1984.

Ellen Kaenig
Notary Public, State of Texas

My Commission Expires:
1-25-88

ELLEN KAENIG
(Printed or Typed Name of Notary)

northwest corner of said Breewood Development Tract, said point being in the east line of Samuel Boulevard (41.92 feet wide);

THENCE, N 00° 34' 48" E, along the east line of Samuel Boulevard a distance of 1656.44 feet to a said P.K. Nail set for corner at the intersections of said Samuel Boulevard east line with the south line of DeForest Road (30 feet wide);

THENCE, S 89° 44' 05" E, generally along an existing fence and the south line of DeForest Road a distance of 3800 feet to a 12-inch corner post for corner;

THENCE, S 00° 34' 48" W, a distance of 558.55 feet to a 1/2-inch iron rod set for corner;

THENCE, S 89° 44' 05" E, a distance of 47.29 feet to a 1/2-inch iron rod set for corner;

THENCE, generally along the meanders of the high bank line of Denton Creek as follows:

S 69° 07' 34" W, a distance of 244.27 feet to a 1/2-inch iron rod found for corner;

S 32° 42' 02" W, a distance of 194.64 feet to a 1/2-inch iron rod set for corner;

S 21° 33' 37" E, a distance of 237.04 feet to a 1/2-inch iron rod set for corner;

THENCE, leaving said high bank line of Denton Creek, S 43° 54' 55" W, a distance of 393.30 feet to a 1/2-inch iron rod set for corner in the north line of a tract of land conveyed to Elvin R. Warren by deed recorded in Volume 78214, Page 701, Deed Records of Dallas County, Texas;

THENCE, N 89° 22' 00" W, with the north line of said Warren Tract a distance of 184.71 feet to a 1/2-inch iron rod set for corner;

THENCE, S 39° 53' 28" E, a distance of 455.86 feet to a 1/2-inch iron rod set in the south line of said Warren Tract;

THENCE, S 89° 00' 10" E, along said south line of Warren Tract a distance of 295.94 feet to a 1/2-inch iron rod found for corner;

THENCE, N 03° 09' 02" W, a distance of 8.73 feet to a 1/2-inch iron rod found for corner;

THENCE, S 60° 47' 30" E, a distance of 175.36 feet to a 1/2-inch iron rod found for corner on the said high bank line of Denton Creek;

THENCE, generally along the meanders of the high bank line of Denton Creek as follows;

S 15° 47' 53" W, a distance of 70.00 feet to a 1/2-inch iron rod found for corner;

S 03° 23' 17" E, a distance of 189.03 feet to a 1/2-inch iron rod found for corner;

S 32° 33' 20" E, a distance of 112.40 feet to a 1/2-inch iron rod found for corner;

S 46° 45' 15" E, a distance of 180.22 feet to a 1/2-inch iron rod found for corner;

S 65° 51' 13" E, a distance of 194.84 feet to a 1/2-inch iron rod found for corner;

S 85° 28' 43" E, a distance of 132.06 feet to a 1/2-inch iron rod found for corner;

N 75° 49' 32" E, a distance of 208.54 feet to a 1/2-inch iron rod found for corner;

N 58° 04' 24" E, a distance of 80.00 feet to a 1/2-inch iron rod found for corner;

N 89° 07' 43" E, a distance of 209.72 feet to a 1/2-inch iron rod found for corner;

S 83° 14' 42" E, a distance of 130.00 feet to a 1/2-inch iron rod found for corner;

N 59° 23' 44" E, a distance of 173.16 feet to a 1/2-inch iron rod found for corner;

N 34° 29' 25" E, a distance of 167.15 feet to a 1/2-inch iron rod found for corner;

N 62° 21' 24" E, a distance of 89.00 feet to a 1/2-inch iron rod found for corner;

S 47° 58' 35" E, a distance of 80.00 feet to a 1/2-inch iron rod found for corner;

S 20° 50' 59" E, a distance of 218.00 feet to a 1/2-inch iron rod found for corner;

S 00° 46' 14" E, a distance of 137.00 feet to a 1/2-inch iron rod found for corner;

S 21° 09' 33" W, a distance of 155.56 feet to a 1/2-inch iron rod found for corner;

S 25° 59' 41" W, a distance of 104.98 feet to a 1/2-inch iron rod found for corner;

S 25° 15' 33" E, a distance of 118.47 feet to a 1/2-inch iron rod found for corner;

N 76° 05' 56" E, a distance of 215.00 feet to a 1/2-inch iron rod

EXHIBIT - "A"

BEING a tract of land located in the Patience Piles Survey, Abstract No. 1137, the B.B.B. & C.R.R. Survey, Abstract No. 199, the J. H. Mounts Survey, Abstract No. 903 and the Edward Cook Survey, Abstract No. 300, City of Coppell, Dallas County, Texas, being part of 24.5 acre tract described as the "Second Tract" in deed from Laura B. Allen to G. N. Cole as recorded in Volume 969, Page 98, Deed Records of Dallas County, Texas, being all of a 117 acre tract recorded in Volume 5579, Page 554, Deed Records of Dallas County, Texas, being all of a 32.38 acre tract recorded in Volume 5579, Page 555, Deed Records of Dallas County, Texas, being a part of a tract of land described as the "Third Tract" in deed recorded in Volume 969, Page 98, Deed Records of Dallas County, Texas, being a tract of land conveyed to T. L. Wheeler by George Bucek on June 12, 1954, being all of the Kimbel Addition Revised, an addition to the City of Coppell, recorded in Volume 81084, Page 2463, Deed Records of Dallas County, Texas, being Lots 23 through 29 of the Kimbel Addition, an addition to the City of Coppell, recorded in Volume 77213, Page 0999, Deed Records of Dallas County, Texas, and being more particularly described as follows:

COMMENCING, at a 1/2-inch iron rod found on the north line of Sandy Lake Road (60 feet wide) said rod being in the east line of a 5.0 acre tract conveyed by C.W. and Vera McDonald to A. R. McDonald by deed as recorded in Volume 3824, Page 292, Deed Records of Dallas County, Texas;

THENCE, N 89° 15' 30" W, along said north line of Sandy Lake Road a distance of 94.74 feet to a 1/2-inch iron rod found for the POINT OF BEGINNING;

THENCE, N 00° 56' 33" E, a distance of 664.52 feet to a 1/2-inch iron rod found on the north line of said McDonald Tract;

THENCE, N 88° 56' 27" W, a distance of 234.75 feet to a 1/2-inch iron rod found at the northwest corner of said McDonald Tract said point also being on the east line of Meadows Section Two Addition as recorded in Volume 82118, Page 2778, Deed Records of Dallas County, Texas;

THENCE, N 00° 25' 39" E, along said east line of Meadows Section Two and the east line of Breawood Development Corporation as recorded in Volume 81143, Page 2666, Deed Records of Dallas County, Texas, a distance of 1803.17 feet to a 1/2-inch iron rod found for corner;

THENCE, N 89° 57' 30" W, with the north line of said Breawood Development Corporation a distance of 1271.20 feet to a 1/2-inch iron rod found on the east line of Breawood Development Corporation as recorded in Volume 83017, Page 3249, Deed Records of Dallas County, Texas;

THENCE, N 00° 07' 39" E, along the east line of said Breawood Development Corporation, a distance of 1106.62 feet to a 1/2-inch iron rod found in the northeast corner of said Breawood Development Tract;

THENCE, N 89° 22' 00" W, with the north line of said Breawood Development Tract, a distance of 818.59 feet to a 1/2-inch iron rod found for the

found for corner;

S 69° 32' 37" E, a distance of 134.00 feet to a 1/2-inch iron rod found for corner;

S 31° 25' 50" E, a distance of 182.00 feet to a 1/2-inch iron rod found for corner;

S 16° 03' 23" W, a distance of 78.00 feet to a 1/2-inch iron rod found for corner;

S 32° 28' 01" W, a distance of 226.74 feet to a 1/2-inch iron rod found for corner;

S 01° 58' 02" W, a distance of 84.00 feet to a 1/2-inch iron rod found for corner;

S 15° 42' 31" W, a distance of 442.25 feet to a 1/2-inch iron rod found for corner;

S 55° 24' 02" W, a distance of 145.00 feet to a 1/2-inch iron rod found for corner;

S 24° 34' 39" W, a distance of 136.91 feet to a 1/2-inch iron rod found for corner;

S 38° 00' 32" E, a distance of 208.18 feet to a 1/2-inch iron rod found for corner;

S 15° 48' 27" E, a distance of 88.48 feet to a 1/2-inch iron rod found on the north line of a tract of land conveyed by deed from Walter Keas Construction Company to Starnes Plumbing Company as recorded in Volume 81159, Page 2124, of the Deed Records of Dallas County, Texas;

THENCE, leaving the high bank line of Denton Creek, N 88° 47' 17" W, with said north line of the Starnes Plumbing Company tract a distance of 347.88 feet to a 1/2-inch iron rod found for corner, said rod also being the northeast corner of the Kimbel Addition, an addition to the City of Coppell, Dallas County, Texas as recorded in Volume 77213, Page 0999 of the Deed Records of Dallas County, Texas;

THENCE, S 02° 17' 45" E, with the east line of said Kimbel Addition said line also being the west line of the Starnes Plumbing Company tract and the west line of the Walter Keas Construction Company tract as recorded in Volume 79194, Page 2075, Deed Records of Dallas County, Texas a distance of 934.10 feet to a 1/2-inch iron rod found for corner on the north line of Coppell Properties as recorded in Volume 79221, Page 1473, Deed Records of Dallas County, Texas;

THENCE, S 87° 39' 53" W, with the north line of said Coppell Properties a distance of 1044.86 feet to a 1/2-inch iron rod found in the east line of Kimbel Kourt (a 50 foot wide street);

THENCE, N 02° 20' 07" W, along the east line of said Kimbel Kourt a distance

of 395.52 feet to a 1/2-inch iron rod found for corner;

THENCE, S 87° 39' 53" W, a distance of 330.04 feet to a 1/2-inch iron rod found for corner in the east line of Allen Road (75 feet wide);

THENCE, N 02° 06' 18" W, with the east line of said Allen Road a distance of 151.88 feet to a 1/2-inch iron rod found for corner;

THENCE, N 02° 39' 17" W, continuing with said east line of Allen Road a distance of 472.11 feet to a 1/2-inch iron rod found for corner;

THENCE, N 88° 47' 14" W, a distance of 50.02 feet to a 1/2-inch iron rod found for corner;

THENCE, S 02° 39' 18" E, a distance of 546.95 feet to a 1/2-inch iron rod found for corner;

THENCE, N 88° 56' 27" W, a distance of 25.01 feet to a 1/2-inch iron rod found for corner, said point being the west line of said Allen Road (75 foot wide);

THENCE, S 02° 39' 18" E, with the said west line of Allen Road a distance of 1.25 feet to a 1/2-inch iron rod found for corner;

THENCE, S 02° 06' 34" E, along the said west line of Allen Road a distance of 329.26 feet to a 1/2-inch iron rod found for corner;

THENCE, S 02° 06' 18" E, with the west line of said Allen Road a distance of 326.72 feet to a 1/2-inch iron rod found at the intersections of the north line of Sandy Lake Road (60 feet wide) with the west line of said Allen Road;

THENCE, N 89° 15' 30" W, along the north line of said Sandy Lake Road a distance of 1495.97 feet to the PLACE OF BEGINNING;

CONTAINING, 17,910,825 square feet or 411.176 acres of land more or less.

Save and except a tract of land located in the B.B.B. & C.R.R. Survey, Abstract No. 199, in the City of Coppell, Dallas County, Texas and being more particularly described as follows::

BEGINNING, at an iron rod set for corner in the North line of Sandy Lake Road, said point being S 89° 15' 30" E, a distance of 630.00 feet from the Southeast corner of a tract conveyed by deed to A. R. McDonald by C. W. McDonald and Vera McDonald as recorded in Volume 3824, Page 292, Deed Records, Dallas County, Texas;

THENCE, N 02° 56' 53" W, departing said North line, for a distance of 193.41 feet, to an iron rod set for corner;

THENCE, N 10° 41' 06" W, for a distance of 36.90 feet to an iron rod set for corner;

THENCE, 64° 07' 02" E, for a distance of 27.81 feet to an iron rod set for corner;

THENCE, N 48° 04' 51" E, for a distance of 71.66 feet to an iron rod set for corner;

THENCE, 26° 33' 54" W, for a distance of 111.80 feet to an iron rod set for corner;

THENCE, 16° 59' 57" W, for a distance of 37.13 feet to an iron rod set for corner;

THENCE, N 65° 23' 06" E, for a distance of 306.47 feet to an iron rod set for corner;

THENCE, N 01° 23' 56" W, for a distance of 100.00 feet to an iron rod set for corner;

THENCE, N 87° 23' 02" E, for a distance of 590.00 feet to an iron rod set for corner;

THENCE, S 02° 39' 18" E, for a distance of 10.11 feet to an iron rod set for corner;

THENCE, N 88° 56' 27" W, for a distance of 25.01 feet to an iron rod set for corner;

THENCE, S 02° 39' 18" E, for a distance of 1.25 feet to an iron rod set for corner;

THENCE, S 02° 06' 34" E, for a distance of 329.26 feet to an iron rod set for corner;

THENCE, S 02° 06' 18" E, for a distance of 326.72 feet to a point in the North line of Sandy Lake Road, an iron rod set for corner;

THENCE, N 89° 15' 30" W, along the said North line, for a distance of 865.97 feet to the POINT OF BEGINNING;

CONTAINING, 11.457 acres (499,067 sq. ft.) of land.

12/17/84

**FIRST AMENDMENT TO DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS
FOR THE LAKES OF COPPELL
Dallas County, Texas**

7094

21.00 DE
2 12/24/84

THIS FIRST AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS is dated and effective December 3, 1984 and executed by TRILAND INVESTMENT GROUP, a Texas general partnership ("Declarant").

W I T N E S S E T H :

WHEREAS, Declarant is the fee simple title owner of the real property (the "Property") described on Exhibit "A" attached hereto and made a part hereof for all purposes;

WHEREAS, Declarant has declared that the Property shall be subject to certain covenants, conditions, restrictions, easements, liens and charges in that certain Declaration of Covenants, Conditions and Restrictions for the Lakes of Coppell (the "Declaration") recorded in Volume 84244, Page 5412 of the Deed Records of Dallas County, Texas; and

WHEREAS, Declarant desires to amend the Declaration in certain respects.

NOW, THEREFORE, for and in consideration of the premises, the Declaration is hereby amended to include the following provisions as Article XIV of said Declaration:

**ARTICLE XIV
MAINTENANCE**

Section 14.01 Duty of Maintenance. Owners and occupants (including lessees) of any Estate shall jointly and severally have the duty and responsibility, at their sole cost and expense, to keep the Estate so owned or occupied, including buildings, improvements, grounds or drainage easements or other rights-of-way incident thereto, and vacant land, in a well-maintained, safe, clean and attractive condition at all times. Such maintenance includes, but is not limited to, the following:

- (a) Prompt removal of all litter, trash, refuse and waste;
- (b) Lawn mowing on a regular basis;
- (c) Tree and shrub pruning;
- (d) Watering landscaped areas;
- (e) Keeping exterior lighting and maintenance facilities in working order;
- (f) Keeping lawn and garden areas alive, free of weeds, and attractive;
- (g) Keeping parking areas, driveways, and roads in good repair;

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

(i) Repair of exterior damages to improvements;

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

(k) If applicable, striping of parking areas and repainting of improvements.

Section 14.02 Enforcement. If, in the opinion of the Association, any such Owner or occupant has failed in any of the foregoing duties or responsibilities, then the Association may give such person written notice of such failure and such person must within ten (10) days after receiving such notice, perform the repairs and maintenance or make arrangements with the Association for making the repairs and maintenance required. Should any such person fail to fulfill this duty and responsibility within such period, then the Association, through its authorized agent or agents, shall have the right and power to enter onto the premises and perform such repair and maintenance without any liability for damages for wrongful entry, trespass or otherwise to any person. The Owners and occupants (including lessees) of any part of the Property on which such work is performed shall jointly and severally be liable for the cost of such work (such costs constituting a special individual assessment as specified in Section 4.05 hereof) and shall promptly reimburse the Association for such cost. If such Owner or occupant shall fail to reimburse the Association within thirty (30) days after receipt of a statement for such work from the Association, then said indebtedness shall be a debt of all said persons jointly and severally, and shall constitute a lien against that portion of the Property on which said work was performed. Such lien shall have the same attributes as the lien for assessments and special assessments set forth in this Declaration, and the Association shall have the identical powers and rights in all respects, including but not limited to the right of foreclosure.

The present Article XIV of the Declaration, which contains General Provisions, shall become Article XV, and the Sections of said Article shall be renumbered accordingly.


The Declaration, as amended by this First Amendment, shall hereafter continue in full force and effect in accordance with the terms thereof.

IN WITNESS WHEREOF, this First Amendment to Declaration of Covenants, Conditions and Restrictions has been duly executed as of the date first above written.

DECLARANT:

TRILAND INVESTMENT GROUP,
a Texas general partnership

By: **STYLUS HOLDINGS, INC.,**
a Texas corporation and one of
three general partners

By: 
Nicholas R. DiGiuseppe,
President

THE STATE OF TEXAS §
 §
COUNTY OF DALLAS §

This instrument was acknowledged before me on the 17th day of December, 1984 by NICHOLAS R. DIGIUSEPPE, President of STYLUS HOLDINGS, INC., a Texas corporation, on behalf of said corporation, acting as a general partner of Triland Investment Group, a Texas general partnership.

My Commission Expires:

1-25-88
OF

Ellen Keenig
Notary Public, State of Texas

ELLEN KEENIG
(Printed or Typed Name of Notary)

EXHIBIT - "A"

BEING a tract of land located in the Patience Piles Survey, Abstract No. 1137, the B.B.B. & C.R.R. Survey, Abstract No. 199, the J. H. Mounts Survey, Abstract No. 903 and the Edward Cook Survey, Abstract No. 300, City of Coppell, Dallas County, Texas, being part of 24.5 acre tract described as the "Second Tract" in deed from Laura B. Allen to G. N. Cole as recorded in Volume 969, Page 98, Deed Records of Dallas County, Texas, being all of a 117 acre tract recorded in Volume 5579, Page 554, Deed Records of Dallas County, Texas, being all of a 32.38 acre tract recorded in Volume 5579, Page 555, Deed Records of Dallas County, Texas, being a part of a tract of land described as the "Third Tract" in deed recorded in Volume 969, Page 98, Deed Records of Dallas County, Texas, being a tract of land conveyed to T. L. Wheeler by George Bucek on June 12, 1954, being all of the Kimbel Addition Revised, an addition to the City of Coppell, recorded in Volume 81084, Page 2463, Deed Records of Dallas County, Texas, being Lots 23 through 29 of the Kimbel Addition, an addition to the City of Coppell, recorded in Volume 77213, Page 0999, Deed Records of Dallas County, Texas, and being more particularly described as follows:

COMMENCING, at a 1/2-inch iron rod found on the north line of Sandy Lake Road (60 feet wide) said rod being in the east line of a 5.0 acre tract conveyed by C.W. and Vera McDonald to A. R. McDonald by deed as recorded in Volume 3824, Page 292, Deed Records of Dallas County, Texas;

THENCE, N 89° 15' 30" W, along said north line of Sandy Lake Road a distance of 94.74 feet to a 1/2-inch iron rod found for the POINT OF BEGINNING;

THENCE, N 00° 56' 33" E, a distance of 664.52 feet to a 1/2-inch iron rod found on the north line of said McDonald Tract;

THENCE, N 88° 56' 27" W, a distance of 234.75 feet to a 1/2-inch iron rod found at the northwest corner of said McDonald Tract said point also being on the east line of Meadows Section Two Addition as recorded in Volume 82118, Page 2778, Deed Records of Dallas County, Texas;

THENCE, N 00° 25' 39" E, along said east line of Meadows Section Two and the east line of Breewood Development Corporation as recorded in Volume 81143, Page 2666, Deed Records of Dallas County, Texas, a distance of 1803.17 feet to a 1/2-inch iron rod found for corner;

THENCE, N 89° 57' 30" W, with the north line of said Breewood Development Corporation a distance of 1271.20 feet to a 1/2-inch iron rod found on the east line of Breewood Development Corporation as recorded in Volume 83017, Page 3249, Deed Records of Dallas County, Texas;

THENCE, N 00° 07' 39" E, along the east line of said Breewood Development Corporation, a distance of 1106.62 feet to a 1/2-inch iron rod found in the northeast corner of said Breewood Development Tract;

THENCE, N 89° 22° 00" W, with the north line of said Breewood Development Tract, a distance of 818.59 feet to a 1/2-inch iron rod found for the

northwest corner of said Breawood Development Tract, said point being in the east line of Samuel Boulevard (41.92 feet wide);

THENCE, N 00° 34' 48" E, along the east line of Samuel Boulevard a distance of 1656.44 feet to a said P.K. Nail set for corner at the intersections of said Samuel Boulevard east line with the south line of DeForest Road (30 feet wide);

THENCE, S 89° 44' 05" E, generally along an existing fence and the south line of DeForest Road a distance of 3800 feet to a 12-inch corner post for corner;

THENCE, S 00° 34' 48" W, a distance of 558.55 feet to a 1/2-inch iron rod set for corner;

THENCE, S 89° 44' 05" E, a distance of 47.29 feet to a 1/2-inch iron rod set for corner;

THENCE, generally along the meanders of the high bank line of Denton Creek as follows:

S 69° 07' 34" W, a distance of 244.27 feet to a 1/2-inch iron rod found for corner;

S 32° 42' 02" W, a distance of 194.64 feet to a 1/2-inch iron rod set for corner;

S 21° 33' 37" E, a distance of 237.04 feet to a 1/2-inch iron rod set for corner;

THENCE, leaving said high bank line of Denton Creek, S 43° 54' 55" W, a distance of 393.30 feet to a 1/2-inch iron rod set for corner in the north line of a tract of land conveyed to Elvin R. Warren by deed recorded in Volume 78214, Page 701, Deed Records of Dallas County, Texas;

THENCE, N 89° 22' 00" W, with the north line of said Warren Tract a distance of 184.71 feet to a 1/2-inch iron rod set for corner;

THENCE, S 39° 53' 28" E, a distance of 455.86 feet to a 1/2-inch iron rod set in the south line of said Warren Tract;

THENCE, S 89° 00' 10" E, along said south line of Warren Tract a distance of 295.94 feet to a 1/2-inch iron rod found for corner;

THENCE, N 03° 09' 02" W, a distance of 8.73 feet to a 1/2-inch iron rod found for corner;

THENCE, S 60° 47' 30" E, a distance of 175.36 feet to a 1/2-inch iron rod found for corner on the said high bank line of Denton Creek;

THENCE, generally along the meanders of the high bank line of Denton Creek as follows;

S 15° 47' 53" W, a distance of 70.00 feet to a 1/2-inch iron rod found for corner;

S 03° 23' 17" E, a distance of 189.03 feet to a 1/2-inch iron rod found for corner;

S 32° 33' 20" E, a distance of 112.40 feet to a 1/2-inch iron rod found for corner;

S 46° 45' 15" E, a distance of 180.22 feet to a 1/2-inch iron rod found for corner;

S 65° 51' 13" E, a distance of 194.84 feet to a 1/2-inch iron rod found for corner;

S 85° 28' 43" E, a distance of 132.06 feet to a 1/2-inch iron rod found for corner;

N 75° 49' 32" E, a distance of 208.54 feet to a 1/2-inch iron rod found for corner;

N 58° 04' 24" E, a distance of 80.00 feet to a 1/2-inch iron rod found for corner;

N 89° 07' 43" E, a distance of 209.72 feet to a 1/2-inch iron rod found for corner;

S 83° 14' 42" E, a distance of 130.00 feet to a 1/2-inch iron rod found for corner;

N 59° 23' 44" E, a distance of 173.16 feet to a 1/2-inch iron rod found for corner;

N 34° 29' 25" E, a distance of 167.15 feet to a 1/2-inch iron rod found for corner;

N 62° 21' 24" E, a distance of 89.00 feet to a 1/2-inch iron rod found for corner;

S 47° 58' 35" E, a distance of 80.00 feet to a 1/2-inch iron rod found for corner;

S 20° 50' 59" E, a distance of 218.00 feet to a 1/2-inch iron rod found for corner;

S 00° 46' 14" E, a distance of 137.00 feet to a 1/2-inch iron rod found for corner;

S 21° 09' 33" W, a distance of 155.56 feet to a 1/2-inch iron rod found for corner;

S 25° 59' 41" W, a distance of 104.98 feet to a 1/2-inch iron rod found for corner;

S 25° 15' 33" E, a distance of 118.47 feet to a 1/2-inch iron rod found for corner;

N 76° 05' 56" E, a distance of 215.00 feet to a 1/2-inch iron rod found for corner;

found for corner;

S 69° 32' 37" E, a distance of 134.00 feet to a 1/2-inch iron rod found for corner;

S 31° 25' 50" E, a distance of 182.00 feet to a 1/2-inch iron rod found for corner;

S 16° 03' 23" W, a distance of 78.00 feet to a 1/2-inch iron rod found for corner;

S 32° 28' 01" W, a distance of 226.74 feet to a 1/2-inch iron rod found for corner;

S 01° 58' 02" W, a distance of 84.00 feet to a 1/2-inch iron rod found for corner;

S 15° 42' 31" W, a distance of 442.25 feet to a 1/2-inch iron rod found for corner;

S 55° 24' 02" W, a distance of 145.00 feet to a 1/2-inch iron rod found for corner;

S 24° 34' 39" W, a distance of 136.91 feet to a 1/2-inch iron rod found for corner;

S 38° 00' 32" E, a distance of 208.18 feet to a 1/2-inch iron rod found for corner;

S 15° 48' 27" E, a distance of 88.48 feet to a 1/2-inch iron rod found on the north line of a tract of land conveyed by deed from Walter Keas Construction Company to Starnes Plumbing Company as recorded in Volume 81159, Page 2124, of the Deed Records of Dallas County, Texas;

THENCE, leaving the high bank line of Denton Creek, N 88° 47' 17" W, with said north line of the Starnes Plumbing Company tract a distance of 347.88 feet to a 1/2-inch iron rod found for corner, said rod also being the northeast corner of the Kimbel Addition, an addition to the City of Coppell, Dallas County, Texas as recorded in Volume 77213, Page 0999 of the Deed Records of Dallas County, Texas;

THENCE, S 02° 17' 45" E, with the east line of said Kimbel Addition said line also being the west line of the Starnes Plumbing Company tract and the west line of the Walter Keas Construction Company tract as recorded in Volume 79194, Page 2075, Deed Records of Dallas County, Texas a distance of 934.10 feet to a 1/2-inch iron rod found for corner on the north line of Coppell Properties as recorded in Volume 79221, Page 1473, Deed Records of Dallas County, Texas;

THENCE, S 87° 39' 53" W, with the north line of said Coppell Properties a distance of 1044.86 feet to a 1/2-inch iron rod found in the east line of Kimbel Kourt (a 50 foot wide street);

THENCE, N 02° 20' 07" W, along the east line of said Kimbel Kourt a distance

of 395.52 feet to a 1/2-inch iron rod found for corner;

THENCE, S 87° 39' 53" W, a distance of 330.04 feet to a 1/2-inch iron rod found for corner in the east line of Allen Road (75 feet wide);

THENCE, N 02° 06' 18" W, with the east line of said Allen Road a distance of 151.88 feet to a 1/2-inch iron rod found for corner;

THENCE, N 02° 39' 17" W, continuing with said east line of Allen Road a distance of 472.11 feet to a 1/2-inch iron rod found for corner;

THENCE, N 88° 47' 14" W, a distance of 50.02 feet to a 1/2-inch iron rod found for corner;

THENCE, S 02° 39' 18" E, a distance of 546.95 feet to a 1/2-inch iron rod found for corner;

THENCE, N 88° 56' 27" W, a distance of 25.01 feet to a 1/2-inch iron rod found for corner, said point being the west line of said Allen Road (75 foot wide);

THENCE, S 02° 39' 18" E, with the said west line of Allen Road a distance of 1.25 feet to a 1/2-inch iron rod found for corner;

THENCE, S 02° 06' 34" E, along the said west line of Allen Road a distance of 329.26 feet to a 1/2-inch iron rod found for corner;

THENCE, S 02° 06' 18" E, with the west line of said Allen Road a distance of 326.72 feet to a 1/2-inch iron rod found at the intersections of the north line of Sandy Lake Road (60 feet wide) with the west line of said Allen Road;

THENCE, N 89° 15' 30" W, along the north line of said Sandy Lake Road a distance of 1495.97 feet to the PLACE OF BEGINNING;

CONTAINING, 17,910,825 square feet or 411.176 acres of land more or less.

SAVE AND EXCEPT a tract of land situated in the B.B.B. & C.R.R. Survey Abstract No. 199 in the City of Coppell, Dallas County, Texas and being more particularly described as follows:

BEGINNING, at an iron rod set for corner in the North line of Sandy Lake Road, said point being S 89° 15' 30" E, a distance of 630.00 feet from the Southeast corner of a tract conveyed by deed to A. R. McDonald by C. W. McDonald and Vera McDonald as recorded in Volume 3824, Page 292, Deed Records, Dallas County, Texas;

THENCE, N 02° 56' 53" W, departing said North line, for a distance of 193.41 feet to an iron rod set for corner;

THENCE, N 10° 41' 06" W, for a distance of 36.90 feet to an iron rod set for corner;

THENCE, S 64° 07' 02" E, for a distance of 27.81 feet to an iron rod set for corner;

THENCE, N 48° 04' 51" E, for a distance of 71.66 feet to an iron rod set for corner;

THENCE, N 26° 33' 54" W, for a distance of 55.90 feet to an iron rod set for corner;

THENCE, N 26° 33' 54" W, for a distance of 55.90 feet to an iron rod set for corner;

THENCE, N 16° 59' 57" W, for a distance of 37.13 feet to an iron rod set for corner;

THENCE, N 65° 23' 06" E, for a distance of 306.47 feet to an iron rod set for corner;

THENCE, N 01° 23' 56" W, for a distance of 100.00 feet to an iron rod set for corner;

THENCE, N 87° 23' 02" E, for a distance of 540.00 feet to an iron rod set in the West line of the Proposed MacArthur Boulevard;

THENCE, S 02° 39' 17" E, along said West line for a distance of 97.62 feet to an iron rod set for corner;

THENCE, S 01° 23' 56" E, continuing with said West line for a distance of 566.39 feet to an iron rod set for corner in the North line of said Sandy Lake Road;

THENCE, N 89° 15' 30" W, along said North line for a distance of 834.73 feet to the POINT OF BEGINNING;

CONTAINING, 11.0355 acres (480,708 sq. ft.) of land.

0090 05278
FILED
Clerk of Court
COUNTY OF DALLAS

'84 DEC 21 PM 3:37

Return to: David Lawrence
SAFECO Land Title of Dallas
12900 Preston Rd., #208
Dallas, TX 75230

STATE OF TEXAS
I hereby certify that this instrument was filed on the
of the 21st day of December 1984 at the County Clerk's
office in the County of Dallas, Texas as stamped hereon by me.

COUNTY OF DALLAS

DEC 26 1984

Cari Bullock
COUNTY CLERK, Dallas County, Texas

Reference: Deed Book 84244
Page 5412
Deed Book 84250
Page 0490

SECOND AMENDMENT TO THE DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS
FOR THE LAKES OF COPPELL

STATE OF TEXAS §
COUNTY OF DALLAS §

KNOW ALL MEN BY THESE PRESENTS:

THIS SECOND AMENDMENT TO THE DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR THE LAKES OF COPPELL (this "Amendment") is made this 4th day of February, 1992, by the membership of the Lakes of Coppell Owners Association, Inc. (the "Association").

W I T N E S S E T H

WHEREAS, the Declaration of Covenants, Conditions and Restrictions for the Lakes of Coppell (the "Declaration") was executed November 30, 1984, and is filed of record at Volume 84244, page 5412, et seq., of the Deed Records of Dallas County, Texas, as amended by that certain First Amendment to Declaration of Covenants, Conditions and Restrictions for the Lakes of Coppell recorded in Volume 84250, Page 0490 et seq., of the Deed Records of Dallas County, Texas; and

WHEREAS, Article XV, Section 15.02 of the Declaration provides for amendment of the Declaration by the consent of at

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least fifty-one percent (51%) of the outstanding votes of the Members of each Class of Members of the Association; and

WHEREAS, the amendments to the Declaration as set out hereinafter with specificity were adopted by an affirmative vote of the members of the Association representing not less than fifty-one percent (51%) of the Members of each Class of Members of the Association, at a duly called meeting held for such purpose on February 4, 1992, written notice of which was sent to all Members not less than ten (10) days nor more than fifty (50) days in advance of the meeting, setting forth the purposes of the meeting.

NOW THEREFORE, the Declaration is hereby amended as follows:

Article IX, Section 9.02(i) of the Declaration is hereby amended by substituting the following in place of the first and second sentences thereof:

(i) Temporary Structures and Vehicles. No temporary structure of any kind shall be erected or placed upon any Estate. No trailer, mobile, modular or prefabricated home, tent, shack, barn or any other structure or building, other than the residential structure to be built thereon, shall be placed on any Estate, either temporarily or permanently, and no residence house, garage, or other structure appurtenant thereto shall be moved upon any Estate from another location. Notwithstanding anything contained herein to the contrary, however, a structure for the storage of lawn and garden tools and equipment may be placed upon an Estate with the prior written approval of the Architectural Review Committee pursuant to Article X hereof. The Architectural Review Committee shall have the authority to promulgate specific Design Guidelines governing the

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ocation, composition, size and materials of any such storage structure to be placed upon Estates within the Property. Also, notwithstanding any of the foregoing to the contrary, Declarant reserves the exclusive right to erect, place and maintain, and to permit builders and Owners to erect, place and maintain such facilities in and upon the Property as in its sole discretion may be necessary or convenient during the period of and in connection with the sale of Estates, construction and selling of residential structures and constructing other improvements on the Property.

2.

Article X, Section 10.07 of the Declaration is hereby amended by deleting that section in its entirety and replacing it with the following new Section 10.07:

Section 10.07. Design Guidelines. The Architectural Review Committee may, from time to time, publish and promulgate written Design Guidelines. Owners will be furnished with copies of the Design Guidelines. Such Design Guidelines shall be binding on all Owners, subject to the right of the Architectural Review Committee to grant variances pursuant to Article X, Section 10.08 hereof.

IN WITNESS WHEREOF, the Association has caused this Amendment to be executed by its duly authorized officers this 27th day of February, 1992.

LAKES OF COPPELL OWNERS
ASSOCIATION, INC.

By: Charles Hill
Vice-President

By: Kare Kap
Secretary

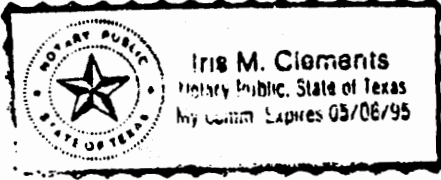
92046 8060

STATE OF TEXAS

COUNTY OF DALLAS

This instrument was acknowledged before me on this 27th day of February, 1992, by Clark B Will Vice-President of the Lakes of Coppell Owners Association, Inc., on behalf of said nonprofit corporation .

Iris M. Clements
Notary Public in and for the State of Texas



My Commission Expires:

5/06/95

STATE OF TEXAS

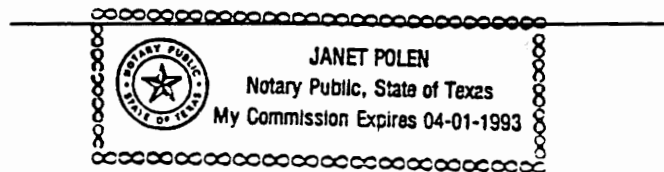
COUNTY OF DALLAS

This instrument was acknowledged before me on this 28th day of February, 1992, by Karen Boyd Secretary of the Lakes of Coppell Owners Association, Inc., on behalf of said nonprofit corporation .

Janet Polen
Notary Public in and for the State of Texas

My Commission Expires:

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12/17/84

FIRST AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR THE LAKES OF COPPELL

Dallas County, Texas

7094

0

21.00 DEED 2 12/26/84

THIS FIRST AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS is dated and effective December 3, 1984 and executed by TRILAND INVESTMENT GROUP, a Texas general partnership ("Declarant").

WITNESSETH:

WHEREAS, Declarant is the fee simple title owner of the real property (the "Property") described on Exhibit "A" attached hereto and made a part hereof for all purposes;

WHEREAS, Declarant has declared that the Property shall be subject to certain covenants, conditions, restrictions, easements, liens and charges in that certain Declaration of Covenants, Conditions and Restrictions for the Lakes of Coppell (the "Declaration") recorded in Volume 84244, Page 5412 of the Deed Records of Dallas County, Texas; and

WHEREAS, Declarant desires to amend the Declaration in certain respects.

NOW, THEREFORE, for and in consideration of the premises, the Declaration is hereby amended to include the following provisions as Article XIV of said Declaration:

ARTICLE XIV MAINTENANCE

Section 14.01 Duty of Maintenance. Owners and occupants (including lessees) of any Estate shall jointly and severally have the duty and responsibility, at their sole cost and expense, to keep the Estate so owned or occupied, including buildings, improvements, grounds or drainage easements or other rights-of-way incident thereto, and vacant land, in a well-maintained, safe, clean and attractive condition at all times. Such maintenance includes, but is not limited to, the following:

- (a) Prompt removal of all litter, trash, refuse and waste;
(b) Lawn mowing on a regular basis;
(c) Tree and shrub pruning;
(d) Watering landscaped areas;
(e) Keeping exterior lighting and maintenance facilities in working order;
(f) Keeping lawn and garden areas alive, free of weeds, and attractive;
(g) Keeping parking areas, driveways, and roads in good repair;

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

(i) Repair of exterior damages to improvements;

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

(k) If applicable, striping of parking areas and repainting of improvements.

Section 14.02 Enforcement. If, in the opinion of the Association, any such Owner or occupant has failed in any of the foregoing duties or responsibilities, then the Association may give such person written notice of such failure and such person must within ten (10) days after receiving such notice, perform the repairs and maintenance or make arrangements with the Association for making the repairs and maintenance required. Should any such person fail to fulfill this duty and responsibility within such period, then the Association, through its authorized agent or agents, shall have the right and power to enter onto the premises and perform such repair and maintenance without any liability for damages for wrongful entry, trespass or otherwise to any person. The Owners and occupants (including lessees) of any part of the Property on which such work is performed shall jointly and severally be liable for the cost of such work (such costs constituting a special individual assessment as specified in Section 4.05 hereof) and shall promptly reimburse the Association for such cost. If such Owner or occupant shall fail to reimburse the Association within thirty (30) days after receipt of a statement for such work from the Association, then said indebtedness shall be a debt of all said persons jointly and severally, and shall constitute a lien against that portion of the Property on which said work was performed. Such lien shall have the same attributes as the lien for assessments and special assessments set forth in this Declaration, and the Association shall have the identical powers and rights in all respects, including but not limited to the right of foreclosure.

The present Article XIV of the Declaration, which contains General Provisions, shall become Article XV, and the Sections of said Article shall be renumbered accordingly.


The Declaration, as amended by this First Amendment, shall hereafter continue in full force and effect in accordance with the terms thereof.

IN WITNESS WHEREOF, this First Amendment to Declaration of Covenants, Conditions and Restrictions has been duly executed as of the date first above written.

DECLARANT:

TRILAND INVESTMENT GROUP,
a Texas general partnership

By: STYLUS HOLDINGS, INC.,
a Texas corporation and one of
three general partners

By: 

Nicholas R. DiGiuseppe,
President

THE STATE OF TEXAS §
 §
COUNTY OF DALLAS §

This instrument was acknowledged before me on the 17th day of December, 1984 by NICHOLAS R. DIGIUSEPPE, President of STYLUS HOLDINGS, INC., a Texas corporation, on behalf of said corporation, acting as a general partner of Triland Investment Group, a Texas general partnership.

Ellen Koenig

Notary Public, State of Texas

My Commission Expires:

1-25-88

ELLEN KOENIG
(Printed or Typed Name of Notary)

EXHIBIT - "A"

BEING a tract of land located in the Patience Piles Survey, Abstract No. 1137, the B.B.B. & C.R.R. Survey, Abstract No. 199, the J. H. Mounts Survey, Abstract No. 903 and the Edward Cook Survey, Abstract No. 300, City of Coppell, Dallas County, Texas, being part of 24.5 acre tract described as the "Second Tract" in deed from Laura B. Allen to G. N. Cole as recorded in Volume 969, Page 98, Deed Records of Dallas County, Texas, being all of a 117 acre tract recorded in Volume 5579, Page 554, Deed Records of Dallas County, Texas, being all of a 32.38 acre tract recorded in Volume 5579, Page 555, Deed Records of Dallas County, Texas, being a part of a tract of land described as the "Third Tract" in deed recorded in Volume 969, Page 98, Deed Records of Dallas County, Texas, being a tract of land conveyed to T. L. Wheeler by George Bucek on June 12, 1954, being all of the Kimbel Addition Revised, an addition to the City of Coppell, recorded in Volume 81084, Page 2463, Deed Records of Dallas County, Texas, being Lots 23 through 29 of the Kimbel Addition, an addition to the City of Coppell, recorded in Volume 77213, Page 0999, Deed Records of Dallas County, Texas, and being more particularly described as follows:

COMMENCING, at a 1/2-inch iron rod found on the north line of Sandy Lake Road (60 feet wide) said rod being in the east line of a 5.0 acre tract conveyed by C.W. and Vera McDonald to A. R. McDonald by deed as recorded in Volume 3824, Page 292, Deed Records of Dallas County, Texas;

THENCE, N 89° 15' 30" W, along said north line of Sandy Lake Road a distance of 94.74 feet to a 1/2-inch iron rod found for the POINT OF BEGINNING;

THENCE, N 00° 56' 33" E, a distance of 664.52 feet to a 1/2-inch iron rod found on the north line of said McDonald Tract;

THENCE, N 88° 56' 27" W, a distance of 234.75 feet to a 1/2-inch iron rod found at the northwest corner of said McDonald Tract said point also being on the east line of Meadows Section Two Addition as recorded in Volume 82118, Page 2778, Deed Records of Dallas County, Texas;

THENCE, N 00° 25' 39" E, along said east line of Meadows Section Two and the east line of Breawood Development Corporation as recorded in Volume 81143, Page 2666, Deed Records of Dallas County, Texas, a distance of 1803.17 feet to a 1/2-inch iron rod found for corner;

THENCE, N 89° 57' 30" W, with the north line of said Breawood Development Corporation a distance of 1271.20 feet to a 1/2-inch iron rod found on the east line of Breawood Development Corporation as recorded in Volume 83017, Page 3249, Deed Records of Dallas County, Texas;

THENCE, N 00° 07' 39" E, along the east line of said Breawood Development Corporation, a distance of 1106.62 feet to a 1/2-inch iron rod found in the northeast corner of said Breawood Development Tract;

THENCE, N 89° 22' 00" W, with the north line of said Breawood Development Tract, a distance of 818.59 feet to a 1/2-inch iron rod found for the

northwest corner of said Breawood Development Tract, said point being in the east line of Samuel Boulevard (41.92 feet wide);

THENCE, N 00° 34' 48" E, along the east line of Samuel Boulevard a distance of 1656.44 feet to a said P.K. Nail set for corner at the intersections of said Samuel Boulevard east line with the south line of DeForest Road (30 feet wide);

THENCE, S 89° 44' 05" E, generally along an existing fence and the south line of DeForest Road a distance of 3800 feet to a 12-inch corner post for corner;

THENCE, S 00° 34' 48" W, a distance of 558.55 feet to a 1/2-inch iron rod set for corner;

THENCE, S 89° 44' 05" E, a distance of 47.29 feet to a 1/2-inch iron rod set for corner;

THENCE, generally along the meanders of the high bank line of Denton Creek as follows:

S 69° 07' 34" W, a distance of 244.27 feet to a 1/2-inch iron rod found for corner;

S 32° 42' 02" W, a distance of 194.64 feet to a 1/2-inch iron rod set for corner;

S 21° 33' 37" E, a distance of 237.04 feet to a 1/2-inch iron rod set for corner;

THENCE, leaving said high bank line of Denton Creek, S 43° 54' 55" W, a distance of 393.30 feet to a 1/2-inch iron rod set for corner in the north line of a tract of land conveyed to Elvin R. Warren by deed recorded in Volume 78214, Page 701, Deed Records of Dallas County, Texas;

THENCE, N 89° 22' 00" W, with the north line of said Warren Tract a distance of 184.71 feet to a 1/2-inch iron rod set for corner;

THENCE, S 39° 53' 28" E, a distance of 455.86 feet to a 1/2-inch iron rod set in the south line of said Warren Tract;

THENCE, S 89° 00' 10" E, along said south line of Warren Tract a distance of 295.94 feet to a 1/2-inch iron rod found for corner;

THENCE, N 03° 09' 02" W, a distance of 8.73 feet to a 1/2-inch iron rod found for corner;

THENCE, S 60° 47' 30" E, a distance of 175.36 feet to a 1/2-inch iron rod found for corner on the said high bank line of Denton Creek;

THENCE, generally along the meanders of the high bank line of Denton Creek as follows;

S 15° 47' 53" W, a distance of 70.00 feet to a 1/2-inch iron rod found for corner;

S 03° 23' 17" E, a distance of 189.03 feet to a 1/2-inch iron rod found for corner;

S 32° 33' 20" E, a distance of 112.40 feet to a 1/2-inch iron rod found for corner;

S 46° 45' 15" E, a distance of 180.22 feet to a 1/2-inch iron rod found for corner;

S 65° 51' 13" E, a distance of 194.84 feet to a 1/2-inch iron rod found for corner;

S 85° 28' 43" E, a distance of 132.06 feet to a 1/2-inch iron rod found for corner;

N 75° 49' 32" E, a distance of 208.54 feet to a 1/2-inch iron rod found for corner;

N 58° 04' 24" E, a distance of 80.00 feet to a 1/2-inch iron rod found for corner;

N 89° 07' 43" E, a distance of 209.72 feet to a 1/2-inch iron rod found for corner;

S 83° 14' 42" E, a distance of 130.00 feet to a 1/2-inch iron rod found for corner;

N 59° 23' 44" E, a distance of 173.16 feet to a 1/2-inch iron rod found for corner;

N 34° 29' 25" E, a distance of 167.15 feet to a 1/2-inch iron rod found for corner;

N 62° 21' 24" E, a distance of 89.00 feet to a 1/2-inch iron rod found for corner;

S 47° 58' 35" E, a distance of 80.00 feet to a 1/2-inch iron rod found for corner;

S 20° 50' 59" E, a distance of 218.00 feet to a 1/2-inch iron rod found for corner;

S 00° 46' 14" E, a distance of 137.00 feet to a 1/2-inch iron rod found for corner;

S 21° 09' 33" W, a distance of 155.56 feet to a 1/2-inch iron rod found for corner;

S 25° 59' 41" W, a distance of 104.98 feet to a 1/2-inch iron rod found for corner;

S 25° 15' 33" E, a distance of 118.47 feet to a 1/2-inch iron rod found for corner;

N 76° 05' 56" E, a distance of 215.00 feet to a 1/2-inch iron rod

found for corner;

S 69° 32' 37" E, a distance of 134.00 feet to a 1/2-inch iron rod found for corner;

S 31° 25' 50" E, a distance of 182.00 feet to a 1/2-inch iron rod found for corner;

S 16° 03' 23" W, a distance of 78.00 feet to a 1/2-inch iron rod found for corner;

S 32° 28' 01" W, a distance of 226.74 feet to a 1/2-inch iron rod found for corner;

S 01° 58' 02" W, a distance of 84.00 feet to a 1/2-inch iron rod found for corner;

S 15° 42' 31" W, a distance of 442.25 feet to a 1/2-inch iron rod found for corner;

S 55° 24' 02" W, a distance of 145.00 feet to a 1/2-inch iron rod found for corner;

S 24° 34' 39" W, a distance of 136.91 feet to a 1/2-inch iron rod found for corner;

S 38° 00' 32" E, a distance of 208.18 feet to a 1/2-inch iron rod found for corner;

S 15° 48' 27" E, a distance of 88.48 feet to a 1/2-inch iron rod found on the north line of a tract of land conveyed by deed from Walter Keas Construction Company to Starnes Plumbing Company as recorded in Volume 81159, Page 2124, of the Deed Records of Dallas County, Texas;

THENCE, leaving the high bank line of Denton Creek, N 88° 47' 17" W, with said north line of the Starnes Plumbing Company tract a distance of 347.88 feet to a 1/2-inch iron rod found for corner, said rod also being the northeast corner of the Kimbel Addition, an addition to the City of Coppell, Dallas County, Texas as recorded in Volume 77213, Page 0999 of the Deed Records of Dallas County, Texas;

THENCE, S 02° 17' 45" E, with the east line of said Kimbel Addition said line also being the west line of the Starnes Plumbing Company tract and the west line of the Walter Keas Construction Company tract as recorded in Volume 79194, Page 2075, Deed Records of Dallas County, Texas a distance of 934.10 feet to a 1/2-inch iron rod found for corner on the north line of Coppell Properties as recorded in Volume 79221, Page 1473, Deed Records of Dallas County, Texas;

THENCE, S 87° 39' 53" W, with the north line of said Coppell Properties a distance of 1044.86 feet to a 1/2-inch iron rod found in the east line of Kimbel Kourt (a 50 foot wide street);

THENCE, N 02° 20' 07" W, along the east line of said Kimbel Kourt a distance

of 395.52 feet to a 1/2-inch iron rod found for corner;

THENCE, S 87° 39' 53" W, a distance of 330.04 feet to a 1/2-inch iron rod found for corner in the east line of Allen Road (75 feet wide);

THENCE, N 02° 06' 18" W, with the east line of said Allen Road a distance of 151.88 feet to a 1/2-inch iron rod found for corner;

THENCE, N 02° 39' 17" W, continuing with said east line of Allen Road a distance of 472.11 feet to a 1/2-inch iron rod found for corner;

THENCE, N 88° 47' 14" W, a distance of 50.02 feet to a 1/2-inch iron rod found for corner;

THENCE, S 02° 39' 18" E, a distance of 546.95 feet to a 1/2-inch iron rod found for corner;

THENCE, N 88° 56' 27" W, a distance of 25.01 feet to a 1/2-inch iron rod found for corner, said point being the west line of said Allen Road (75 foot wide);

THENCE, S 02° 39' 18" E, with the said west line of Allen Road a distance of 1.25 feet to a 1/2-inch iron rod found for corner;

THENCE, S 02° 06' 34" E, along the said west line of Allen Road a distance of 329.26 feet to a 1/2-inch iron rod found for corner;

THENCE, S 02° 06' 18" E, with the west line of said Allen Road a distance of 326.72 feet to a 1/2-inch iron rod found at the intersections of the north line of Sandy Lake Road (60 feet wide) with the west line of said Allen Road;

THENCE, N 89° 15' 30" W, along the north line of said Sandy Lake Road a distance of 1495.97 feet to the PLACE OF BEGINNING;

CONTAINING, 17,910,825 square feet or 411.176 acres of land more or less.

AVE AND EXCEPT a tract of land situated in the B.B.B. & C.R.R. Survey Abstract No. 199 in the City of Coppell, Dallas County, Texas and being more particularly described as follows:

BEGINNING, at an iron rod set for corner in the North line of Sandy Lake Road, said point being S 89° 15' 30" E, a distance of 630.00 feet from the Southeast corner of a tract conveyed by deed to A. R. McDonald by C. W. McDonald and Vera McDonald as recorded in Volume 3824, Page 292, Deed Records, Dallas County, Texas;

THENCE, N 02° 56' 53" W, departing said North line, for a distance of 193.41 feet to an iron rod set for corner;

THENCE, N 10° 41' 06" W, for a distance of 36.90 feet to an iron rod set for corner;

THENCE, S 64° 07' 02" E, for a distance of 27.81 feet to an iron rod set for corner;

THENCE, N 48° 04' 51" E, for a distance of 71.66 feet to an iron rod set for corner;

THENCE, N 26° 33' 54" W, for a distance of 55.90 feet to an iron rod set for corner;

THENCE, N 26° 33' 54" W, for a distance of 55.90 feet to an iron rod set for corner;

THENCE, N 16° 59' 57" W, for a distance of 37.13 feet to an iron rod set for corner;

THENCE, N 65° 23' 06" E, for a distance of 306.47 feet to an iron rod set for corner;

THENCE, N 01° 23' 56" W, for a distance of 100.00 feet to an iron rod set for corner;

THENCE, N 87° 23' 02" E, for a distance of 540.00 feet to an iron rod set in the West line of the Proposed MacArthur Boulevard;

THENCE, S 02° 39' 17" E, along said West line for a distance of 97.62 feet to an iron rod set for corner;

THENCE, S 01° 23' 56" E, continuing with said West line for a distance of 566.39 feet to an iron rod set for corner in the North line of said Sandy Lake Road;

THENCE, N 89° 15' 30" W, along said North line for a distance of 834.73 feet to the POINT OF BEGINNING;

CONTAINING, 11.0355 acres (480,708 sq. ft.) of land.

0500

84250

'84 DEC 21 PM 3:37

Return to: David Lawrence
SAFECO Land Title of Dallas
12900 Preston Rd., #208
Dallas, TX 75230

STATE OF TEXAS
I HEREBY certify that this instrument was filed on the
date and time stamped hereon by me and was duly re-
corded in the volume and page of the named records
of Dallas County, Texas as stamped hereon by me.

COUNTY OF DALLAS

DEC 26 1984

Earl Ballak

COUNTY CLERK, Dallas County, Texas



Reference: Deed Book 84244
Page 5412
Deed Book 84250
Page 0490

SECOND AMENDMENT TO THE DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS
FOR THE LAKES OF COPPELL

STATE OF TEXAS §
COUNTY OF DALLAS §

KNOW ALL MEN BY THESE PRESENTS:

THIS SECOND AMENDMENT TO THE DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR THE LAKES OF COPPELL (this "Amendment") is made this 4th day of February, 1992, by the membership of the Lakes of Coppell Owners Association, Inc. (the "Association").

W I T N E S S E T H

WHEREAS, the Declaration of Covenants, Conditions and Restrictions for the Lakes of Coppell (the "Declaration") was executed November 30, 1984, and is filed of record at Volume 84244, page 5412, et seq., of the Deed Records of Dallas County, Texas, as amended by that certain First Amendment to Declaration of Covenants, Conditions and Restrictions for the Lakes of Coppell recorded in Volume 84250, Page 0490 et seq., of the Deed Records of Dallas County, Texas; and

WHEREAS, Article XV, Section 15.02 of the Declaration provides for amendment of the Declaration by the consent of at

least fifty-one percent (51%) of the outstanding votes of the Members of each Class of Members of the Association; and

WHEREAS, the amendments to the Declaration as set out hereinafter with specificity were adopted by an affirmative vote of the members of the Association representing not less than fifty-one percent (51%) of the Members of each Class of Members of the Association, at a duly called meeting held for such purpose on February 4, 1992, written notice of which was sent to all Members not less than ten (10) days nor more than fifty (50) days in advance of the meeting, setting forth the purposes of the meeting.

NOW THEREFORE, the Declaration is hereby amended as follows:

Article IX, Section 9.02(i) of the Declaration is hereby amended by substituting the following in place of the first and second sentences thereof:

(i) Temporary Structures and Vehicles. No temporary structure of any kind shall be erected or placed upon any Estate. No trailer, mobile, modular or prefabricated home, tent, shack, barn or any other structure or building, other than the residential structure to be built thereon, shall be placed on any Estate, either temporarily or permanently, and no residence house, garage, or other structure appurtenant thereto shall be moved upon any Estate from another location. Notwithstanding anything contained herein to the contrary, however, a structure for the storage of lawn and garden tools and equipment may be placed upon an Estate with the prior written approval of the Architectural Review Committee pursuant to Article X hereof. The Architectural Review Committee shall have the authority to promulgate specific Design Guidelines governing the

ocation, composition, size and materials of any such storage structure to be placed upon Estates within the Property. Also, notwithstanding any of the foregoing to the contrary, Declarant reserves the exclusive right to erect, place and maintain, and to permit builders and Owners to erect, place and maintain such facilities in and upon the Property as in its sole discretion may be necessary or convenient during the period of and in connection with the sale of Estates, construction and selling of residential structures and constructing other improvements on the Property.

2.

Article X, Section 10.07 of the Declaration is hereby amended by deleting that section in its entirety and replacing it with the following new Section 10.07:

Section 10.07. Design Guidelines. The Architectural Review Committee may, from time to time, publish and promulgate written Design Guidelines. Owners will be furnished with copies of the Design Guidelines. Such Design Guidelines shall be binding on all Owners, subject to the right of the Architectural Review Committee to grant variances pursuant to Article X, Section 10.08 hereof.

IN WITNESS WHEREOF, the Association has caused this Amendment to be executed by its duly authorized officers this 27th day of February, 1992.

LAKES OF COPPELL OWNERS
ASSOCIATION, INC.

By: Charles Hill
Vice-President

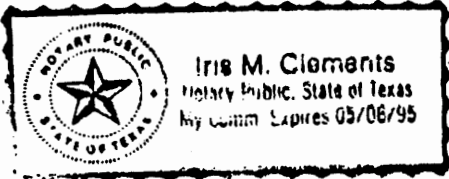
By: Karen Kay
Secretary

STATE OF TEXAS

COUNTY OF DALLAS

This instrument was acknowledged before me on this 27th day of February, 1992, by Clark B Will Vice-President of the Lakes of Coppell Owners Association, Inc., on behalf of said nonprofit corporation .

Iris M. Clements
Notary Public in and for the State of Texas



My Commission Expires:

5/06/95

STATE OF TEXAS

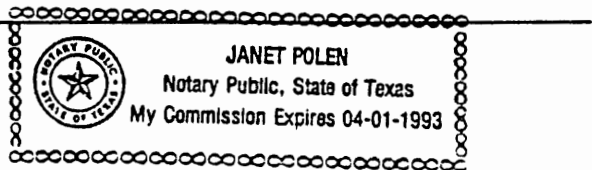
COUNTY OF DALLAS

This instrument was acknowledged before me on this 28th day of February, 1992, by Karen Boyd Secretary of the Lakes of Coppell Owners Association, Inc., on behalf of said nonprofit corporation .

Janet Polen
Notary Public in and for the State of Texas

My Commission Expires:

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Reference: Volume 84244
Page 5412
Volume 84250
Page 0490
Volume 92044
Page 8047

THIRD AMENDMENT
TO
DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS
FOR
THE LAKES OF COPPELL

DEED 14.0
TOTL 14.0
4001 1091 0000000 4337 3:05PM 5/27/93

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

THIS THIRD AMENDMENT TO THE DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR THE LAKES OF COPPELL (this "Amendment") is made to be effective the 30th day of March, 1993, by the membership of the Lakes of Coppell Owners Association, Inc. (the "Association").

W I T N E S S E T H

WHEREAS, the Declaration of Covenants, Conditions and Restrictions for the Lakes of Coppell (the "Declaration") was executed November 30, 1984, and is filed of record at Volume 84244, page 5412, et seq. of the Deed Records of Dallas County, Texas, as amended by that certain First Amendment to Declaration of Covenants, Conditions and Restrictions for the Lakes of Coppell recorded in Volume 84250, Page 0490 et seq. of the Deed Records of Dallas County, Texas, and that certain Second

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C O U N T Y

Amendment to Declaration of Covenants, Conditions and Restrictions for the Lakes of Coppell recorded in Volume 92044, Page 8047 et seq. of the Deed Records of Dallas County, Texas; and

WHEREAS, Article XV, Section 15.02 of the Declaration provides for amendment of the Declaration by the consent of at least fifty-one percent (51%) of the outstanding votes of the Members of each Class of Members of the Association; and

WHEREAS, the amendments to the Declaration as set out hereinafter with specificity were adopted by an affirmative vote of the members of the Association representing not less than fifty-one percent (51%) of the Members of each Class of Members of the Association, at a duly called meeting held for such purpose on March 30, 1993, written notice of which was sent to all Members not less than ten (10) days nor more than fifty (50) days in advance of the meeting, setting forth the purposes of the meeting.

NOW THEREFORE, the Declaration is hereby amended as follows:

1. Article IX, Section 9.05 of the Declaration is amended by adding the following subsection (j):

(j) Building Facades: No Owner shall construct or modify a dwelling on a Lot (the "Subject Lot") if such construction or modification would, in the sole opinion of the Architectural Review Committee, render the facade of such dwelling substantially similar to the facade of any dwelling located on a Lot which is located within two (2) Lots on either side of the subject Lot.

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2. Article IX, Section 9.06(b) is replaced in its entirety with the following:

(b) Fire and Burglar Alarms. Subject to Article X hereof, the Declarant and/or the Association may require Owners and/or builders to incorporate into any and all dwelling units a security protection system designed and installed according to applicable city, county, state and/or federal guidelines. Furthermore, the Association shall have the option, but not the obligation, to require individual Owners to incorporate into their dwelling units a fire protection system designed and installed according to applicable city, county, state and/or federal guidelines. It shall be the responsibility of each Owner to determine whether his Estate is served by a security and/or fire protection system and the working condition of any such system.

ALL OWNERS, TENANTS, GUESTS AND INVITEES OF ANY ESTATE OR ESTATE OWNER, AS APPLICABLE, ACKNOWLEDGE THAT THE DECLARANT, THE ASSOCIATION AND ITS BOARD OF DIRECTORS AND THE ARCHITECTURAL REVIEW COMMITTEE, DO NOT REPRESENT OR WARRANT THAT ANY FIRE PROTECTION SYSTEM OR BURGLAR ALARM SYSTEM PREVIOUSLY INSTALLED OR INSTALLED AFTER THE EFFECTIVE DATE OF THIS AMENDMENT MAY NOT BE COMPROMISED OR CIRCUMVENTED, THAT THE FIRE PROTECTION AND BURGLAR ALARM SYSTEMS WILL PROVIDE THE DETECTION OR PROTECTION FOR WHICH THE SYSTEMS ARE INSTALLED OR INTENDED. EACH OWNER, TENANT, GUEST OR INVITEE OF AN ESTATE OR AN ESTATE OWNER, AS APPLICABLE, ACKNOWLEDGES THAT DECLARANT, THE ASSOCIATION AND ITS BOARD OF DIRECTORS AND THE ARCHITECTURAL REVIEW COMMITTEE, HAVE MADE NO REPRESENTATIONS OR WARRANTIES, NOR HAS ANY OWNER, TENANT, GUEST OR INVITEE RELIED UPON ANY REPRESENTATIONS OR WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE RELATIVE TO THE FIRE AND BURGLAR ALARM SYSTEMS DESCRIBED IN THIS SECTION 9.06(b).

Notwithstanding the above, and notwithstanding anything to the contrary provided herein, nothing herein shall require the Association to monitor, service or maintain any fire protection or burglar alarm systems and/or transmissions serving any portion of the Property. Furthermore, after the effective date of this Amendment, the Association shall not monitor, service or maintain any fire protection or

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burglar alarm system and/or transmissions serving any portion of the Property unless it has first provided written notice of the same to any Owner whose Estate will benefit from said monitoring, maintenance or servicing work which notice will specify the extent and duration of any such monitoring, maintenance or servicing work.

IN WITNESS WHEREOF, the Association has caused this Amendment to be executed by its duly authorized officers this 18th day of May, 1993.

LAKES OF COPPELL OWNERS ASSOCIATION, INC.

By: Clark B. Will

Title: PRESIDENT

By: Ronald L. Giddens
Secretary

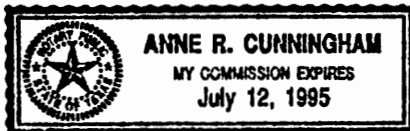
STATE OF TEXAS

COUNTY OF DALLAS

This instrument was acknowledged before me on this 18th day of May, 1993, by CLARK B. WILL, the PRESIDENT of Lakes of Coppell Owners Association, Inc., on behalf of said nonprofit corporation .

Anne R. Cunningham
Notary Public in and for the
State of Texas

My Commission Expires: 7/12/95



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STATE OF TEXAS

COUNTY OF DALLAS

This instrument was acknowledged before me on this 18th day of May, 1993, by RAYMOND L. HILDEBRAND, Secretary of Lakes of Coppell Owners Association, Inc., on behalf of said nonprofit corporation .

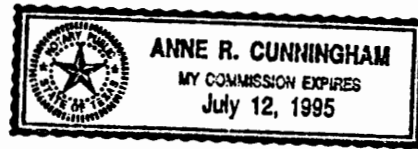
Anne R. Cunningham

Notary Public in and for the State of Texas

My Commission Expires:

7/12/95

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FOURTH AMENDMENT

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TO
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
FOR THE LAKES OF COPPELL

STATE OF TEXAS §
COUNTY OF DALLAS §

KNOW ALL MEN BY THESE PRESENTS:

This Fourth Amendment to Declaration of Covenants, Conditions and Restrictions for the Lakes of Coppell (this "Amendment") is made to be effective the 1st day of January, 1994, by the Membership of the Lakes of Coppell Owners Association, Inc. (the "Association").

W I T N E S S E T H:

WHEREAS, the Declaration of Covenants, Conditions and Restrictions for the Lakes of Coppell (the "Declaration") was executed on November 30, 1984, and is filed of record at Volume 84244, Page 5412 et seq. of the Deed Records of Dallas County, Texas, as amended by that certain First Amendment to Declaration of Covenants, Conditions and Restrictions for the Lakes of Coppell recorded in Volume 84250, Page 0490 et seq. of the Deed Records of Dallas County, Texas, that certain Second Amendment to Declaration of Covenants, Conditions and Restrictions for the Lakes of Coppell recorded in Volume 92044, Page 8047 et seq. of the Deed Records of Dallas County, Texas, and by that certain Third Amendment to the Declaration of Covenants, Conditions and Restrictions for the Lakes of Coppell recorded in Volume 93103, Page 4795 et seq. of the Deed Records of Dallas County, Texas; and

WHEREAS, Article III, Section 3.07 of the Declaration states that provisions of the Declaration which establish, provide for, govern or regulate assessments may be amended by the consent of at least sixty-seven percent (67%) of the votes of each class of membership in the Association and the approval of Eligible Lenders holding mortgages on Estates which have at least fifty-one percent (51%) of the votes of Estates subject to Eligible Lender mortgages; and

WHEREAS, the amendment to the Declaration as set out hereinafter with specificity was adopted by the express written consent of sixty-seven percent (67%) of each class of members in the Association; and

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WHEREAS, according to the records of the Association, as of the date of the recording of this Amendment, there are no Eligible Mortgage Holders holding mortgages on Estates subject to the Declaration.

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

1. Article IV, Section 4.03(b) of the Declaration is amended by deleting that section in its entirety and substituting the following therefor:

(b) The provisions of this Section 4.03(b) apply to all Estates improved with or zoned or restricted to use for Residential Use other than Estates improved with or zoned or restricted to use as an Apartment Complex. Notwithstanding anything to the contrary contained in Section 4.03(a) above, each Owner of an Estate improved with residential improvements, other than an Apartment Complex, shall pay annual assessments determined in accordance with this Section 4.03(b). Prior to the sale of an Estate to a Member other than a builder, each Member owning an Estate covered by this Section 4.03(b) shall pay to the Association an annual assessment not to exceed twenty-six cents (\$.26) per one hundred dollars (\$100.00) of value of the Estate so owned by such Owner, as assessed by the Dallas County Appraisal District (or such substitute or successor assessing authority, as aforesaid) for ad valorem tax purposes as shown on the certified tax rolls for the preceding calendar year. Upon the sale of an Estate covered by this Section 4.03(b) to a Member other than a builder, such Member shall pay to the Association an additional assessment equal to twenty-six cents (\$.26) per one hundred dollars (\$100.00) of the assessed value of the Estate so owned by such Owner, prorated as of the date of sale to December 31 of such year, as assessed by the Dallas County Appraisal District (or such substitute or successor assessing authority, as aforesaid) for ad valorem tax purposes based upon the most recent certified ad valorem tax rolls available. In the event that an Estate's market value with improvements has not been reappraised and recognized on the certified ad valorem tax rolls by the relevant appraising authority, the assessed valuation of such Estate shall be equal to the gross sales price of the Estate. For calendar years after the sale of an Estate to a Member other than a builder, the annual

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assessment for the Estate covered by this Section 4.03(b) shall be determined in accordance with the provisions of the first sentence of Section 4.03(a).

IN WITNESS WHEREOF, the Association has caused this Amendment to be executed by its duly authorized officers this 2nd day of February, 1994.

LAKES OF COPPELL OWNERS ASSOCIATION, INC.

By: Clark B. Will

Its: President

By: Raymond L. Hillman

Its: Secretary

STATE OF TEXAS §
 Tarrant §
COUNTY OF ~~DALLAS~~ §

BEFORE ME, the undersigned atuhority, on this day personally appeared CLARK B. WILL, President of Lakes of Coppell Owners Association, Inc., known to me to be the person and officer whose name is subscribed to the foregoing instrument, and acknowledged to me that the same was the act of the said Lakes of Coppell Owners Association, Inc., and that he executed the same as the act of such corporation, for the purposes and consideration expressed, and in the capacities therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 2nd day of February, 1994.

Quita C. Lipton
Notary Public in and for
the State of Texas

5/27/94

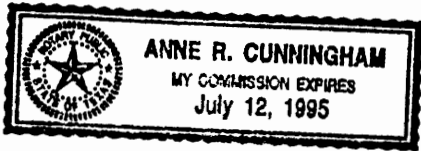
My Commission Expires: 5/27/94

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STATE OF TEXAS §
 §
COUNTY OF DALLAS §

BEFORE ME, the undersigned atuhority, on this 24th day personally appeared RAYMOND L. HILDEBRAND Secretary of Lakes of Coppell Owners Association, Inc., known to me to be the person and officer whose name is subscribed to the foregoing instrument, and acknowledged to me that the same was the act of the said Lakes of Coppell Owners Association, Inc., and that he executed the same as the act of such corporation, for the purposes and consideration expressed, and in the capacities therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 24th day of February, 1994.



Anne R. Cunningham
Notary Public in and for
the State of Texas

My Commission Expires: 7/12/95

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After recording return to:

Jeffrey Fink, Esq.
Apple & Norris, LLP
702 S. Denton Tap Road
Suite 120
Coppell, TX 75019

3248014

5082546
02/18/05

\$47.00 Deed

**DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS
FOR
THE FALLS AT WESTMONT**

THE STATE OF TEXAS §
 §
COUNTY OF DALLAS §

THIS DECLARATION of COVENANTS, CONDITIONS AND RESTRICTIONS for THE FALLS AT WESTMONT, made on the date hereinafter set forth by STREET REAL ESTATE, LTD., a Texas limited partnership, sometimes d/b/a GEOMETRIC LAND GROUP, for the purpose of evidencing the covenants, conditions and restrictions contained herein.

WITNESSETH:

WHEREAS, Declarant (defined herein) is the owner of certain real property in the City of Coppell, Dallas County, State of Texas and more particularly described on Exhibit "A" attached hereto and made a part hereof (the "Property"); and

WHEREAS, the Property is located within the "Lakes of Coppell", a master planned community which is subject to that certain Declaration of Covenants, Conditions and Restrictions for the Lakes of Coppell recorded at Volume 84244, Page 5412 et seq. of the Real Property Records of Dallas County, Texas, as it may be amended and supplemented from time to time (the "Master Declaration"); and

WHEREAS, the Master Declaration and the other Master Documents (as defined below) are administered by The Lakes of Coppell Owners Association, Inc., a Texas non-profit corporation (the "Master Association") established pursuant to the terms of the Master Declaration; and

WHEREAS, Declarant desires to create an exclusive residential community within the Lakes of Coppell to be known as THE FALLS AT WESTMONT on the Property; and

WHEREAS, Declarant desires to impose certain additional restrictions upon the Property to supplement but not replace the Master Documents;

NOW, THEREFORE, Declarant hereby declares that all of the Property described above shall be held, sold and conveyed subject to the Master Documents as supplemented by the following easements, restrictions, covenants and conditions, all of which are for the purpose of enhancing and protecting the value, desirability and attractiveness of the Property. These easements, restrictions, covenants and conditions shall run with the Property and be binding on all parties having or acquiring any right, title or interest in the above described Property or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of Declarant, the Master Association and each Owner (defined herein) thereof. These easements, restrictions, covenants and conditions are in addition to and not in replacement of the Master Documents, including, without limitation, the provisions of the Master Documents requiring approval of certain construction activities by the Architectural Control Committee established pursuant to the Master Documents and the powers granted under the Master Documents to levy and collect assessments.

ARTICLE I

DEFINITIONS

- 1.1 **CITY**. "City" shall mean the City of Coppell, Dallas County, Texas.
- 1.2 **COMMON AREAS**. "Common Areas" shall mean and refer to the Common Areas designated on the Subdivision Plat.
- 1.3 **DECLARANT**. The term "Declarant" shall mean and refer to STREET REAL ESTATE, LTD., sometimes d/b/a GEOMETRIC LAND GROUP, its successors and assigns.
- 1.4 **HOME OR RESIDENCE**. "Home" or "Residence" shall mean a single-family residential unit constructed on a Lot being a part of the Property, including the parking garage utilized in connection therewith and the Lot upon which the Home is located.
- 1.5 **LOT**. "Lot" shall mean and refer to a portion of the Property designated as a Lot on the Subdivision Plat of the Property, excluding common area lots and streets. Where the context requires or indicates, the term Lot shall include the Home and all other improvements which are or will be constructed on the Lot.
- 1.6 **MASTER ASSOCIATION**. "Master Association" shall mean and refer to The Lakes of Coppell Owners Association, Inc, a Texas non-profit corporation, its successors and assigns, which has the power, duty and responsibility for administering and enforcing the Master Documents.
- 1.7 **MASTER DECLARATION**. "Master Declaration" shall mean and refer to the Declaration of Covenants, Conditions and Restrictions for the Lakes of Coppell recorded at Volume 84244, Page 5412 *et seq.*, Real Property Records, Dallas County, Texas, as it may be amended and supplemented from time to time.

1.8. MASTER DOCUMENTS. "Master Documents" shall mean and refer to the Master Declaration, the Bylaws of the Master Association, the Articles of Incorporation of the Master Association, the Rules and Regulations of the Master Association and the Design Guidelines of the Master Association, as each may be supplemented and amended from time to time.

1.9. OWNER. "Owner" shall mean and refer to the record Owner, other than Declarant, whether one (1) or more persons or entities, of a fee simple title to any Lot and shall include the home builder, but shall exclude those having such 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 a part of the Property, through deed in lieu of foreclosure or through judicial or non-judicial foreclosure.

1.10. PROPERTY, PREMISES OR DEVELOPMENT. "Property", "Premises" and/or "Development" shall mean and refer to that certain real property known as THE FALLS AT WESTMONT, as described on Exhibit "A" hereto.

1.11. SUBDIVISION PLAT. "Subdivision Plat" shall mean and refer to the Final Plat which has been or will be filed with respect to the Property in the Map or Plat Records of Dallas County, Texas, as same may be amended from time to time.

ARTICLE II

CONSTRUCTION OF IMPROVEMENTS AND USE OF LOTS

2.1. RESIDENTIAL USE. The Property shall be used for single-family residential purposes only. No building shall be erected, altered, placed or permitted to remain on any Lot other than one (1) detached single family residence per Lot, which residence may not exceed two and one-half (2½) stories in height and a private garage as provided below. The term "single family" as used herein shall refer not only to the architectural design of the Home but also to the permitted number of inhabitants, which shall be limited to a single family, as defined below. No multi-family Homes may be constructed on any Lot.

No Home shall be occupied by more than a single family. For purposes of these restrictions, a single nuclear family shall be defined as any number of persons related within the second degree of consanguinity or affinity, living with not more than one (1) person who is not so related as a single household unit and one household employee of such household unit. It is not the intent of the Declarant to exclude from a Home any individual who is authorized to so remain by any state or federal law. If it is found that this definition, or any other provision contained in this Declaration is in violation of any law, then this Section shall be interpreted to be as restrictive as possible to preserve as much of the original section as allowed by law.

2.2. GARAGE REQUIRED. Each Residence shall have an enclosed garage suitable for parking a minimum of two (2) standard size automobiles, which garage shall conform in design and materials with the main structure. Each garage shall open only to the side or rear of the Lot so as not to face a residential street. The Declarant may approve garages which face the street if the face of said garage is located a minimum of fifty (50) feet from the front building line and are partially screened by a wall, servants quarters or other extension of the main structure.

2.3 RESTRICTIONS ON RESUBDIVISION. No Lot or combination of Lots shall be subdivided into smaller Lots so as to create more Lots than is described on Exhibit "A" hereto.

2.4 DRIVEWAYS. All driveways shall be surfaced with concrete or similar substance approved by the Declarant. Hot-mix asphaltic concrete is prohibited.

2.5 USES SPECIFICALLY PROHIBITED.

(a) Except as expressly approved by the Declarant, no temporary structure of any kind shall be erected or placed on any Lot without the approval of the Declarant. In no instance shall more than one Residence be erected or placed on any one Lot. A builder or contractor approved by the Declarant as an authorized builder and/or contractor may have temporary improvements (such as a sales office and/or construction trailer) on a specifically permitted Lot during construction of the Residence on that Lot. No building material of any kind or character shall be placed or stored upon the Property until construction is ready to commence, and then such material shall be placed totally within the property lines of the Lot upon which the improvements are to be erected.

(b) No boat, marine craft, hovercraft, aircraft, recreational vehicle, 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 within the Property, nor shall any such vehicle or equipment be parked for storage in the side or rear yard of any Residence unless properly 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 while in use for the construction, maintenance or repair of a Residence in the Development.

(c) Trucks with tonnage in excess of one and one-half (1½) tons and any commercial vehicle with painted advertisement shall not be permitted to park overnight on the public streets within the Property except those used by a builder during the construction of improvements.

(d) No vehicle of any size which transports flammable, explosive or noxious cargo may be kept on the Property at any time.

(e) No motorized vehicle or similar equipment shall be parked or stored in an area visible from any street except passenger automobiles, passenger vans, motorcycles and pick-up trucks (including those with attached bed campers) that are in operating condition and have current valid license plates and inspection stickers.

(f) No structure of a temporary character, such as a trailer, tent, shack, barn, or other out-building shall be used on the Property at any time as a dwelling house; provided, however, that an approved builder may maintain and occupy (for the purpose implied), model homes, sales offices and construction trailers during the construction period, but not as a residence. Sales offices and model homes must be approved by the Declarant.

(g) No oil drilling, oil development operation, oil refining, pooling arrangements, quarrying or mining operations of any kind shall be permitted in or on the Property, nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted upon or in any part of the Property. No derrick

or other structure designed for use 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 or birds of any kind shall be raised, bred, or kept on any Lot, except that dogs, cats, or other household pets may be kept in reasonable numbers, provided that they are not kept, bred, or maintained for any commercial purpose. It is the purpose 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, chickens, turkeys, skunks or any other animal that may interfere with the quiet peace, health and safety of the community. No more than four (4) household pets will be permitted on each Lot. Pets must be restrained or confined within the house or in a secure fence area not visible from the ground floor elevation of any other Lots. It is the pet owner's responsibility to keep the Lot clean and free of pet debris or noxious odors to adjoining Lots. All animals must be properly registered and tagged for identification in accordance with local ordinances.

(i) No Lot shall be used or maintained as a dumping ground for rubbish, trash or garbage. All garbage shall be kept in sanitary containers. Unless otherwise expressly permitted by the Declarant, garbage containers shall be situated and enclosed so as not to be visible from any residential street or residential Lot except on days of pickup. Empty trash containers shall be removed from the street, alley or pickup area within twelve (12) hours after trash pickup has occurred. Materials incident to construction of improvements may only be stored on Lots during construction of the improvement thereon.

(j) No individual water supply system shall be permitted on any Lot.

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

(l) No air-conditioning apparatus shall be installed on the ground in front of a Residence. No gas or electric meter shall be set nearer to the street than the front or side of a dwelling unless the meter is of an underground type.

(m) No exterior antennas, aerials, satellite dishes, or other apparatus for the reception of television, radio, satellite or other signals of any kind shall be placed, allowed, or maintained upon any portion of the Property, including any Home, which is visible from any street, common area or other Lot unless it is impossible to receive signals from said location. In that event the receiving device may be placed in a visible location as approved by the Declarant. The Declarant may require as much screening as possible while not substantially interfering with reception. The Declarant shall have the right, without obligation, to erect or install an aerial, satellite dish, master antenna, cable system, or other apparatus for the transmission of television, radio, satellite or other signals for the benefit of all or a portion of the Property. No satellite dishes shall be permitted which are larger than one meter in diameter. No broadcast antenna mast may exceed the height of the center ridge of the roofline. No Multichannel Multipoint Distribution Service ("MMDS") antenna mast may exceed the height of twelve feet (12') above the center ridge of the roofline. No exterior antennas, aerials, satellite dishes, or other apparatus shall be permitted which transmit television, radio, satellite or other signals of any kind shall be placed, allowed, or maintained upon any portion of the Property. The Declarant by promulgating this Section is not attempting to violate the Telecommunications Act of 1996 (the "Act"), as same may be amended from time to time. This Section shall be interpreted to be as restrictive as possible while not violating the Act.

(n) No trade or business may be conducted in or from any Home, except that an Owner or occupant may conduct business activities that are merely incidental to the Owner's residential use within a Home so long as (a) the existence or operation of the business activity is not apparent or detectable by sight, sound or smell from outside the Home; (b) the business activity conforms to all zoning requirements and other restrictive covenants applicable to the Property; (c) the business activity does not involve visitation of the Home by clients, customers, suppliers or other business invitees or door-to-door solicitation of residents; and (d) the business activity is consistent with the residential character of the Property and does not constitute a nuisance, or a hazardous or offensive use, or threaten the security or safety of other residents of the Development. A day-care facility, church, nursery, pre-school, or other similar facility is expressly prohibited.

The terms "business" and "trade" as used in this provision shall be construed to have their ordinary, generally accepted meanings and shall include, without limitation, any occupation, work or activity undertaken on an ongoing basis that involves the manufacture or provision of goods for or to persons other than the provider's family, regardless of whether: (i) such activity is engaged in full or part-time; (ii) such activity is intended to or does not generate a profit; or (iii) a license is required therefor. Notwithstanding the above, the leasing of a Home shall not be considered a trade or business within the meaning of this Section. This Section does not apply to any activity conducted by the Declarant or by a builder with approval of the Declarant with respect to its development and sale of the Property. Garage sales or yard sales (or any similar vending of merchandise) conducted on any Lot more than once per year shall be considered business activity and therefore prohibited.

No business vehicles displaying commercial signs or advertising shall be permitted to be parked within public view, other than service vehicles contracted by Owners to perform specific services.

(o) No fence, wall, hedge or shrub planting which obstructs sight lines at an elevation between three (3) and eight (8) 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 (20) feet from the intersection of such street right-of-way lines, or in the case of a rounded property corner, twenty (20) feet from the intersection of the street right-of-way lines as extended. Similar sight-line limitations shall apply on any Lot for that area that is ten (10) feet from the intersection of a street right-of-way line with the edge of a Residence driveway. No tree shall be permitted to remain within such restricted plantings area unless the foliage line is maintained at a minimum height of eight (8) feet above the adjacent ground line. Repair or replacement of any fence shall be of the same or as close to the same as possible to the original construction material.

(p) Except for children's playhouses (which shall have a maximum peak roofline of twelve feet), dog houses, and gazebos, no previously constructed building shall be moved onto any Lot, it being the intent that only new construction be placed and erected on the Property. Without limitation of the foregoing, no pre-constructed work shed or tool barn shall be placed upon a Lot nor constructed thereon unless approved by the Declarant.

(q) Within the easements on each Lot, as designated on the Subdivision Plat of the Development, no improvement, structure, planting or materials shall be placed or permitted to remain which might damage or interfere with the installation, operation and maintenance of public utilities, or which might alter the direction of flow within drainage channels or which might obstruct or retard the flow of water through drainage channels.

(r) The general grading, slope and drainage plan of a Lot as established by the approved Development plans may not be materially altered without the written approval of the Declarant and/or the City (where such authority rests with the City).

(s) No sign or emblem of any kind may be kept or placed upon any Lot or mounted, painted or attached to any Home, fence or other improvement upon such Lot so as to be visible from public view except the following:

(i) For Sale Signs. An Owner may erect one (1) sign on his Lot, not exceeding 2'x3' in area, fastened only to a stake in the ground and extending not more than three feet (3') above the surface of such Lot advertising the property for sale.

(ii) Political Signs. Not more than two political signs, not exceeding 2'x3' in area, may be erected upon a Lot by the Owner of such Lot advocating the election of one or more political candidates or the sponsorship of a political party, issue or proposal, provided that such signs shall not be erected more than thirty (30) days in advance of the election to which they pertain and shall be removed within three (3) days after such election.

(iii) School Spirit Signs. Signs containing information about one or more children residing in the Home shall be permitted so long as the sign is not more than 36" x 36" and is fastened only to a stake in the ground. There shall be no more than one sign for each child under the age of eighteen (18) residing in the Home.

(iv) Security Signs/Stickers. Signs or stickers provided to an Owner by a commercial security or alarm company providing service to the Home shall be permitted so long as the sign is not more than 8" x 8" or the sticker is no more than 4" x 4". There shall be no more than one sign and no more than six (6) stickers located on the windows or doors. Stickers shall also be permitted upon windows and doors for programs sponsored by a local police and/or local fire department.

All other signs within the Development are subject to the Design Guidelines promulgated by the Association. A home builder may place certain information and advertising signs on Lots without the prior permission of the Declarant, so long as such signs do not otherwise violate this Declaration.

If any sign is placed within the Development in violation of this Declaration, the Association or its agents shall be authorized to enter upon any Lot or Home and remove and/or dispose of any such sign violation, and in doing so shall not be subject to any liability for trespass, other tort or damages in connection with or arising from such entry, removal and/or disposal nor in any way shall the Association or its agent be liable for any accounting or other claim for such action.

(t) Outdoor clothes lines and drying racks are prohibited.

(u) Except within fireplaces in the main residential dwelling and proper equipment for outdoor cooking, no burning of anything or open fires shall be permitted anywhere on the Property.

(v) No Lot shall be used for, or contain a site for the use of, landing and/or departure of helicopters and similar craft.

(w) No noxious offensive activity shall be carried on upon any Lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood. No Owner shall do any work that will impair the structural soundness or integrity of another Residence or impair any easement or hereditament, nor do any act nor allow any condition to exist which will adversely affect the other Residences or their Owners. No exterior lighting of any sort shall be installed or maintained on a Lot where the light source is offensive or a nuisance to neighboring property (except reasonable security or landscape lighting that has approval of the Declarant and the Association and does not shine directly upon the property of other Owners). No exterior speakers, horns, whistles, bells or other sound devices (except security devices such as entry door and patio intercoms used exclusively to protect the Lot and improvements situated thereon) shall be placed or used upon any Lot.

(x) The digging of dirt or the removal of any dirt from any Lot is expressly prohibited except as necessary in conjunction with the landscaping of or construction on such Lot. No trees shall be cut or removed except to provide for the construction of improvements or to remove dead or unsightly trees.

2.6 MINIMUM FLOOR AREA. The total air-conditioned living area of the main residential structure, as measured to the outside of exterior walls (but exclusive of open porches, garages, patios and detached accessory buildings), shall be not less than three thousand two hundred (3,200) square feet.

2.7 BUILDING MATERIALS. The total exterior wall area of each Residence constructed on a Lot shall not be less than eighty percent (80%) brick, brick veneer, stone, stone veneer, stucco, or other masonry material approved by the Declarant (but not less than the minimum percentage as established by the City by ordinance or building code requirement). The front elevation of all Residences shall be 100% masonry or stucco. Windows, doors and other openings, gables or other areas above the height of the top of standard height first-floor windows are excluded from calculation of total exterior wall area. The roofs of principal and secondary structures which are exposed to public view shall be wood shingle, shake, slate, clay, neutral tone tile, or composition shingle. Composition shingles will be a minimum of 240 pounds per square or more, unless some other material is approved by the Declarant. All Residences shall have a minimum 9x12 roof pitch unless otherwise approved by the Declarant.

2.8 SIDE LINE AND FRONT LINE SETBACK REQUIREMENTS. No dwelling shall be located on any Lot nearer to the front line than the minimum setback lines shown on the Subdivision Plat. No dwelling shall be located nearer the side lot lines than 8 feet. Unless approved by the Declarant, the dwelling shall be located no further behind the front building line than five (5) feet.

2.9 WAIVER OF FRONT SETBACK REQUIREMENTS. With the written approval of the Declarant, a Residence structure may be located farther back from the front property line of a Lot than provided in Section 2.8 above, where, in the opinion of the Declarant, the proposed location of the structure will not negatively impact the appearance or value of the Property or adjacent Lots.

2.10 FENCES AND WALLS. All Lots shall have a minimum of eight foot high privacy fences extending from the main structure to the rear of the Lot and all Lots shall have minimum eight foot high privacy fences along the rear of the Lot. No fence or wall on any Lot shall extend nearer to any street than ten (10) feet from the front of the Residence thereon. All fences shall be constructed of number one cedar or spruce with a cap and can be sealed or stained or wrought iron. All privacy fences shall be a minimum of eight (8) feet in height as measured from the prevailing ground line adjacent thereto. Any fence or portion thereof that faces a public street shall be constructed so that all structural

members and support posts will be on the side of the fence away from the street and are not visible from such street right-of-way. The individual Lot Owners will be responsible for maintaining and/or replacing privacy fences.

2.11 SIDEWALKS. All walkways along public rights-of-ways shall conform to the minimum standards of the City.

2.12 MAILBOXES. Mailboxes shall be of a design and specification as meets the standards of the U.S. Postal Service, and shall be constructed of masonry of the same type as the main dwelling structure and as approved by the Declarant.

2.13 CHIMNEY FLUES. All chimney stacks shall be enclosed One Hundred Percent (100%) in brick or masonry that is architecturally compatible with the main dwelling structure.

2.14 WINDOWS.

(a) All window jambs and mullions on all Residences shall be of anodized, baked-on painted aluminum (no mill finish), wood materials or as approved by the Declarant. The color is to be earthtones, or as approved in writing by the Declarant.

(b) Any window to be installed on a Lot above the first floor level that might affect the privacy of a Residence on an adjoining Lot must be reviewed and approved by the Declarant prior to construction.

2.15 LANDSCAPING. Landscaping of each Lot shall be completed within thirty (30) days after the dwelling construction is completed, subject to extension for delays caused by inclement weather or for seasonal planting limitations or before the house is occupied, whichever is earlier. Minimum landscaping requirements for each Lot shall include (i) grassed (and/or similarly approved ground covering) for the front, rear and side yards, (ii) two trees, three inch caliper or greater in front yards, and (iii) irrigation for the entire landscaped area. All landscaping plans shall be reviewed and approved by the Declarant prior to installation.

2.16 LAWN MAINTENANCE. If, at any time, an Owner of any Lot shall fail to control weeds, grass and/or other unsightly growth, Declarant or the Master Association shall have the authority and right to go onto said Lot for the purpose of mowing and cleaning said Lot and shall have the authority and right to assess and collect from the Owner of said Lot a sum not to exceed Two Hundred Dollars (\$200.00) for mowing or cleaning said Lot on each respective occasion of such mowing or cleaning. The Assessments, together with interest (at the highest permitted by lawful rate per annum) and any costs of collection thereof, shall be a charge on the Lot and shall be a continuing lien upon each Lot against which each such assessment is made, and shall be treated the same as an Assessment under the Master Documents.

2.17 CONSTRUCTION COMPLETION. With reasonable diligence and in all events within fourteen (14) months from the commencement of construction, unless completion is prevented by war, labor strike or an act of God, any residential dwelling commenced on any Lot shall be completed as to its exterior, and all temporary structures shall be removed. Out-buildings shall be completed within two (2) months.

2.18 SPORTS EQUIPMENT. Sporting equipment, including, without limitation, soccer goals, basketball goals, backboards and nets shall not be permitted in the front yard of any lot without prior written approval by the Declarant.

2.19 POOL EQUIPMENT. Above ground pools are expressly prohibited. All pool service equipment shall be fenced and located in either (a) a side yard between the front and rear boundaries of the dwelling, or (b) in the rear yard adjacent to the dwelling; and shall not be visible from any residential street.

2.20 EROSION CONTROL. During construction of improvements and prior to landscaping, reasonable measures will be taken to prevent excessive erosion of lots, causing silt to be deposited in the streets and in the storm drainage system. Protection can be by retaining walls, berm, hay bales or other means suitable for each individual Lot. The Lot Owner will be responsible for removing excessive silt accumulations from the street.

2.21 BUILDING PERMITS. The Building Inspector of the City of Coppell, Texas, or other municipal authority, is hereby authorized and empowered to revoke, as the case may be, any and all permits for construction of improvements of any kind or character to be erected or placed on any of the Property, if such improvements do not conform to and comply with the restrictions set out herein.

2.22 RECONSTRUCTION COMPLETION TIME. In the event that a Residence is partially or totally damaged by fire or other causes, construction or reconstruction of the damaged Residence, or portion thereof, must commence within one hundred twenty (120) days after the occurrence causing the damage. No construction or reconstruction shall commence until plans and specifications have been submitted to the Declarant and subsequently approved.

2.23 LEASING. Nothing in this Declaration shall prevent the rental of any Residence; provided, however, the rental shall be for the entire Residence and all lessees shall be bound by the terms of this Declaration. Notwithstanding anything contained herein to the contrary, no "For Rent" or "For Lease" signs shall be erected on any Lot.

2.24 GENERAL MAINTENANCE.

(a) Following occupancy of the Residence on any Lot, each Owner shall maintain and care for the Home, all improvements and all trees, foliage, plants, and lawn areas on the Lot and otherwise keep the Lot and all improvements thereon in good condition and repair and in conformity with the general character and quality of properties in the immediate area. Such maintenance and repair to include but not be limited to: (i) the replacement of worn and/or rotted components; (ii) the regular painting of all exterior surfaces; (iii) the maintenance, repair and replacement of roofs, rain gutters, downspouts, exterior walls, fences, windows, doors, walks, drives, parking areas and other exterior portions of the Home to maintain an attractive appearance; (iv) regular mowing and seeding of lawn and grass areas; and (v) ensuring the integrity of drainage easements. Upon failure of any Owner to maintain a Lot owned by him in the manner prescribed herein, the Declarant or the Master Association, or either of them, at its option and discretion, but without any obligation to do so, but only if such non-compliance continues for ten (10) days after written notice to such Owner, may enter upon such Owner's Lot and undertake to maintain and care for such Lot to the condition required hereunder and the Owner thereof shall be obligated, when presented with an itemized statement, to reimburse said Declarant and/or Association for the cost of work within ten (10) days after presentment of such statement.

(b) The Master Association shall bear the responsibility for the operation, maintenance, repair and, if required, the replacement of the masonry walls, entry features, signs, lighting, landscaping and irrigation systems located in the Common Areas of the Development. Landscape and maintenance easements are reserved in favor of Declarant and the Master Association for the performance thereof.

2.25 APPROVALS BY DECLARANT. All provisions herein requiring the approval of the Declarant shall be in addition to and not in substitution for approvals required by the Master Association or the Architectural Control Committee created pursuant to the Master Documents; provided, however, once Declarant no longer owns any Lots within the Development, the provisions requiring approval by the Declarant shall mean and refer to approval by the Master Association or the Architectural Control Committee acting on behalf of the Master Association.

ARTICLE III

OBLIGATION TO IMPROVE PROPERTY, RIGHT OF FIRST REFUSAL, AND WAIVER

3.1 OBLIGATION TO IMPROVE PROPERTY. If any Owner of a Lot does not, within eighteen (18) months after receipt of title to such Lot begin (and thereafter continue to completion) substantial and meaningful construction of a building upon said Lot (which building shall comply with all provisions of this Declaration), the Declarant conveying such Lot or its assignee ("Optionee"), shall have an option to repurchase said Lot for a purchase price equal to the purchase price paid by such Owner ("Optionor") for said Lot. This option to repurchase must be exercised in writing within six (6) months after the expiration of the above-referenced eighteen (18) month period. Closing of the repurchase shall take place within ninety (90) days after the exercise of the option to repurchase and shall be held at the office of Optionee or at the office of the title company selected by Optionee. At the closing, the Lot Owner shall execute such documents as Optionee may deem necessary to properly convey title to said Lot to Optionee, its successors and assigns. For the purpose hereof, "substantial and meaningful construction" shall mean the commencement of construction of a component part of the building, such as the laying of a foundation of the building. Such activities as erecting stakes, unloading dirt, and erecting batter boards shall be insufficient activities for these purposes.

3.2 RIGHT OF FIRST REFUSAL. For so long as any Owner has not commenced substantial and meaningful construction upon a Lot covered by this Declaration, Declarant shall have the right to repurchase any of such Lots upon the terms and conditions set forth in this Section 3.2. In the event such Owner shall receive a bona fide offer for the purchase of any Lot upon which has not already begun construction of a single family residence, Owner shall either refuse such offer or give Declarant written notice setting out in full the details of such offer, which notice, among other things, shall include a true and correct copy of the offer made to Owner. Upon delivery of the notice with respect to such offer, Declarant shall have the exclusive right and option, exercisable at any time during a period of fifteen (15) days after the date of delivery of such notice, to purchase such Lot (or Lots) at the lesser of (i) the bona fide purchase price per lot as set forth in the applicable sales contract or (ii) the price specified in such bona fide offer.

Within fifteen (15) days after the date of the delivery of such notice from Owner, Declarant shall give Owner a written statement indicating whether or not Declarant intends to exercise the option herein granted. Failure to notify Owner within such fifteen (15) day period shall be presumed an election not to exercise the option. If Declarant elects to exercise the option, the sale and purchase shall be closed upon the same date as contained in such bona fide offer; provided, however, in no event shall such closing occur prior to forty-five (45) days after the date of the delivery of such notice from Owner to Declarant, unless Declarant and Owner agree in writing on another date. If Declarant does not elect to exercise such option, Owner shall be free to sell any such Lot (or Lots) upon the terms and conditions set forth in such bona fide offer. Any sale after the failure of Declarant to exercise its option as herein provided must be made strictly upon the terms and conditions and to the person or entity described in such bona fide offer, and any sale to a different person or entity or upon changed terms and conditions shall be subject to the same option and the same notice requirements set forth herein.

3.3 WAIVER OF OBLIGATION TO IMPROVE PROPERTY. The provisions of Section 3.1 above may be waived or modified by Declarant as to any Lot purchased by an Owner from Declarant. In addition, Declarant shall have the right in its discretion from time to time to grant extensions of the eighteen (18) month period by written notice of such extension given to any Owner affected thereby.

ARTICLE IV

GENERAL PROVISIONS

4.1 TITLE TO THE COMMON AREAS. The Declarant shall dedicate and convey (at such time as the improvements within the Common Areas of the Development are complete), without consideration, the fee simple title to those portions of the Common Areas owned by the Declarant to the Master Association, free and clear of liens and encumbrances other than those created in this Declaration and such conveyance and responsibility for the maintenance thereof shall be accepted by the Master Association, in writing.

4.2 EASEMENTS.

(a) Utility Easements. Easements for the installation, operation and maintenance of all public utilities desiring to use same and for drainage facilities are reserved for the purposes indicated as shown on the Subdivision Plat. Full rights of ingress and egress shall be had by Declarant and any bona fide public utility company at all times over the easement areas for the installation, operation, maintenance, repair or removal of any utility together with the right to remove any obstruction that may be placed in such easement that would constitute interference with the use of such easement, or with the use, maintenance, operation or installation of such utility. The Lot Owner is responsible for the maintenance of all drainage and use easements platted as part of the respective Lots.

(b) Ingress, Egress and Maintenance, by the Master Association. Full rights of ingress and egress shall be had by the Master Association at all times over and upon the Common Areas for the purpose of maintaining the Common Areas as set forth herein.

(c) Police Power Easement. With respect to streets, easements and rights-of-way within the Property, the City and all other government agencies and authorities shall have full rights of ingress, egress and access for personnel and emergency vehicles for maintenance, police and fire

protection, drainage and other lawful police powers designed to promote the health, safety and general welfare of the residents within the Property.

4.3 SEVERABILITY. Invalidation of any one (1) of these easements, restrictions, covenants or conditions by judgment or court order shall in no wise affect any other provisions which shall remain in full force and effect.

4.4 TERM. The covenants and restrictions of this Declaration shall run with and bind the Property, and shall inure to the benefit of and be enforceable by Declarant (during the time it owns any Lots), the Master Association, or the Owner of any Lot subject to this Declaration, their respective legal representatives, heirs, successors and assigns, for a term of twenty-five (25) years from the date this Declaration is recorded, after which time said covenants shall be automatically extended for successive periods of ten (10) years, unless by vote, the then Owners of 67% or more of the Lots agree in writing to terminate or change this Declaration in whole or in part and such writing is recorded in the Real Property Records of Dallas County, Texas.

4.5 AMENDMENTS. Subject to Section 5.3 below, these Covenants and Restrictions may be amended and or changed in part as follows:

(a) during the ten (10) year period immediately following the date of recordation of this Declaration, with the consent of at least fifty-one percent (51%) of the outstanding votes of all Owners;

(b) in all other situations, this Declaration may be amended or changed upon the express written consent of at least seventy-five percent (75%) of the Owners.

No amendment shall be effective until a written instrument setting forth the terms thereof has been executed by the secretary of the Master Association confirming the vote of the Owners adopting such amendment as required above, and the approval of the Master Association as provided in Section 5.3 below, and recorded in the office of the County Clerk of Dallas County, Texas.

4.6 GENDER AND GRAMMAR. The singular wherever used herein shall be construed to mean the plural when applicable, and such grammatical changes required to make the provisions hereof apply either to corporations or individuals, men or women, in all cases shall be assumed as though fully expressed in each case.

4.7 MANNER OF ENFORCEMENT.

(a) General Enforcement. Enforcement of these easements, restrictions, covenants and conditions shall be by any proceeding at law or in equity, including, without limitation, an action for injunctive relief, it being acknowledged and agreed that a violation of the easements, restrictions, covenants and conditions contained herein could cause irreparable injury to Declarant, the Master Association and/or the other Owners and that Declarant's, the Master Association's and/or any Owner's remedies at law for any breach of the Owners' obligations contained herein would be inadequate. Enforcement may be commenced by the Master Association, the Declarant, or any Owner against any person or persons violating or attempting to violate them, and failure by the Master Association, the Declarant or any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter. With respect to any litigation hereunder, the prevailing

party shall be entitled to recover reasonable attorneys' fees from the non-prevailing party. Notwithstanding anything contained herein to the contrary, (i) certain enforcement actions by the Master Association shall be subject to the provisions of section 209.006 et seq. of the Texas Property Code, and (ii) the Master Association shall have the right, but not the obligation, to enforce the provisions of this Declaration.

(b) Claims Against Declarant. Any claim against or dispute involving Declarant shall be submitted to non-binding mediation. The parties must voluntarily submit to the following mediation procedures before commencing any judicial or administrative proceeding. Each party will represent himself/herself individually or through an agent or representative, or may be represented by counsel. The dispute will be brought before a mutually selected mediator. Such mediator will be an attorney-mediator skilled in community association law. In order to be eligible to mediate a dispute under this provision, a mediator may not reside in the Development, work for any of the parties, represent any of the parties, nor have any conflict of interest with any of the parties. Costs for such mediator shall be shared equally by the parties.

By agreeing to use this dispute resolution process, the parties in no way waive their rights to extraordinary relief including, but not limited to, temporary restraining orders or temporary injunctions, if such relief is necessary to protect or preserve a party's legal rights before a mediation may be scheduled.

If the dispute cannot be resolved through mediation, either party may request binding arbitration of the dispute. If the parties cannot agree upon appointment of one or more neutral arbitrators, then each party shall appoint one arbitrator and the two appointed arbitrators shall select the third arbitrator. Each arbitrator shall be properly credentialed with expert knowledge and practical experience regarding the subject in dispute. The initiating party shall give written notice of its decision to arbitrate by providing a specific statement setting forth the nature of the dispute, the amount involved and the remedy sought. The parties shall have an equal and fair opportunity to present their respective positions to the arbitrators, orally or in writing, as the arbitrators may specify depending on the nature of the dispute. The arbitrators may require such testimony, materials and documentation as they may determine to be appropriate. The arbitrators shall provide a written resolution within thirty days after the conclusion of the presentations of the parties and receipt of requested materials and documents.

The arbitrator shall award to the prevailing party, if any, as determined by the arbitrator, all of its costs and expenses including any attorneys' fees, arbitrator's fees and out-of-pocket expenses of any kind. The term "prevailing party" shall mean the party whose position is most nearly upheld in arbitration. (For example, the prevailing party would be the party who is required to pay \$1,000.00 in the arbitration proceeding where such party had, prior to the commencement of the arbitration, offered \$500.00 by way of settlement and the opposing party, refusing such offer, had claimed entitlement to \$10,000.00.)

The consideration of the parties to be bound by arbitration is not only the waiver of access to determination by a court and/or jury, but also the waiver of any rights to appeal the arbitration findings. Tex. Civ. Prac. Rem. Code §171.088, §171.098. A judgment upon an award rendered by the arbitrator may be entered in any court having jurisdiction. Tex. Civ. Prac. Rem. Code §171.081.

4.8 NOTICES TO OWNER. Any notice required to be given to any Owner under the provisions on this Declaration shall be deemed to have been properly delivered forty-eight (48) hours after deposited in the United States Mail, postage prepaid, certified or registered mail, and addressed to the last known address of the person who appears as Owner on the records of the Master Association at the time of such mailing.

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

4.10 NO WARRANTY OF ENFORCEABILITY. While the Declarant has no reason to believe that any of the restrictive covenants or other terms or provisions contained in this Declaration are or may be invalid or unenforceable for any reason or to any extent, Declarant makes no warranty or representation as to the present or future validity or enforceability of any such restrictive covenants. Any Owner acquiring a Lot in the Development in reliance on one or more of such restrictive covenants, terms or provisions shall assume all risks of the validity and enforceability thereof and, by acquiring the Lot, agrees to hold Declarant and the Declarant harmless therefrom. The Declarant shall not be responsible for the acts or omissions of any individual, entity or other Owners.

ARTICLE V

MASTER ASSOCIATION AND MASTER DOCUMENTS

5.1. MEMBERSHIP. This Declaration is intended to supplement the Master Declaration as it applies to the Property. Every Owner, by acceptance of an interest in any Lot, acknowledges that he or she is subject to the Master Declaration, in addition to this Declaration, and that he or she is automatically a member of and subject to assessment by the Master Association. No Owner shall have the right or power to withdraw from the Master Association for any reason.

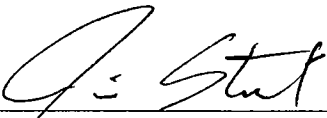
5.2. CONFLICT. The covenants, restrictions and provisions of this Declaration shall be cumulative with those of the Master Declaration; provided, however, in the event of a conflict between or among the provisions of this Declaration and the Master Declaration or the other Master Documents, the Master Declaration and the Master Documents shall be superior to this Declaration. The foregoing priorities shall not prevent enforcement by the Master Association, the Declarant or any Owner of provisions of this Declaration which are more stringent than those of the Master Declaration or other Master Documents.

5.3. AMENDMENT. This Declaration cannot be amended without the express written approval of the board of directors of the Master Association.

IN WITNESS WHEREOF, Declarant has executed this Declaration on FEBRUARY 7,
2005.

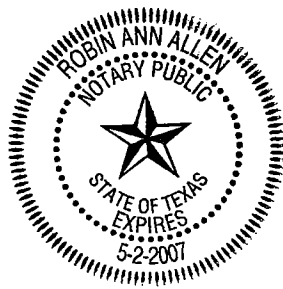
STREET REAL ESTATE, LTD.
a Texas Limited Partnership

By: Street Enterprises, LLC,
a Texas limited liability company,
General Partner

By: 
Name: Jim STREET
Title: MANAGER

THE STATE OF TEXAS }
 }
COUNTY OF DALLAS }

This instrument was acknowledged before me on the 7th day of FEBRUARY, 2005, by Jim Street, MANAGER of Street Enterprises, LLC, a Texas Limited Liability Company, General Partner of Street Real Estate, 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 he has executed the same for the purposes and consideration therein expressed and in the capacities therein stated.



Robin Ann Allen
Notary Public in And For
The State of Texas

ROBIN ANN ALLEN
(Printed Name of Notary)

05-02-07
My Commission Expires

EXHIBIT "A"

All of Brighton Manor (a/k/a The Falls at Westmont"), a subdivision within the City of Coppell, Dallas County, Texas, according to the Plat thereof recorded at Volume 2004144, Page 0061, Map Records, Dallas County, Texas

CONSENT TO DECLARATION

North Dallas Bank & Trust Co. ("Lender") holds a promissory note executed by Street Real Estate, Ltd., a Texas limited partnership. This promissory note is secured by a deed of trust lien against the real property described in Exhibit "A" of this Declaration. The deed of trust (the "Deed of Trust") was recorded on OCTOBER 8, 2003 in Volume 2588793, Page 20112315 of the Real Property Records of Dallas County, Texas.

By signing this instrument, Lender consents to the recording of the Declaration and subordinates the lien of the Deed of Trust to the terms and provisions hereof.

Executed on 2/11, 2005.

North Dallas Bank & Trust Co.

By: Donna H. Baker AVP

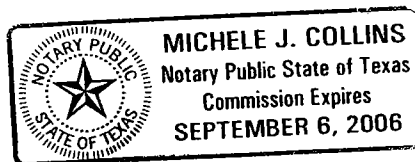
Name: Donna H. Baker

Title: Assist. Vice Pres

STATE OF TEXAS §
 §
COUNTY OF DALLAS §

This instrument was acknowledged before me on February 11, 2005, by Donna H. Baker, AVP of North Dallas Bank & Trust Co., a _____, on behalf of such _____.

Michele J. Collins
Notary Public, State of Texas



CONSENT TO DECLARATION

Robert E. Slaten, and wife Gail P. Slaten, the owners of Lot 4, Block C of the Property as reflected on the Subdivision Plat (the "Slaten Lot"), by signing this instrument, do hereby consent to the recording of this Declaration and acknowledge that it shall be effective as against the Slaten Lot .

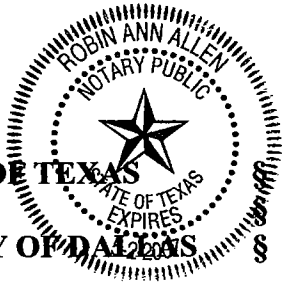
Executed on February 9, 2005.

Robert E. Slaten
Robert E. Slaten
Gail P. Slaten
Gail P. Slaten

STATE OF TEXAS §
 §
COUNTY OF DALLAS §

This instrument was acknowledged before me on February 9, 2005, by Robert E. Slaten.

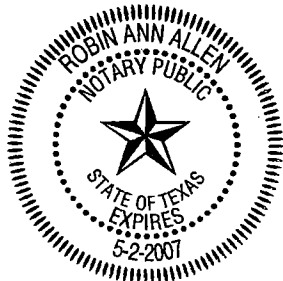
Robin Ann Allen
Notary Public, State of Texas



STATE OF TEXAS §
 §
COUNTY OF DALLAS §

This instrument was acknowledged before me on February 9, 2005, by Gail P. Slaten.

Robin Ann Allen
Notary Public, State of Texas



**POLICIES, RULES
and
GUIDELINES**

DESIGN GUIDELINES

**ELECTRONICALLY RECORDED 201400056724
03/10/2014 02:29:37 PM DEDICATION 1/15**

**SECOND AMENDMENT TO
NOTICE OF FILING OF DEDICATORY INSTRUMENTS
FOR
LAKES OF COPPELL
[Design Guidelines-Revised December 2013]**

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

THIS SECOND AMENDMENT TO NOTICE OF FILING OF DEDICATORY INSTRUMENTS FOR LAKES OF COPPELL (this "Second Amendment") is made this 28 day of February, 2014, by the Lakes of Coppel Owners Association, Inc. (the "Association").

WITNESSETH:

WHEREAS, Triland Investment Group ("Declarant") prepared and recorded an instrument entitled "Declaration of Covenants, Conditions and Restrictions for The Lakes of Coppel" filed of record at Volume 84244, Page 5412 *et seq.* of the Real Property Records of Dallas County, Texas (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 26th day of January, 2000, the Association filed a Notice of Filing of Dedicatory Instruments for Lakes of Coppel at Volume 2000017, Page 02233 *et seq.* of the Real Property Records, Dallas County, Texas (the "Notice"); and

WHEREAS, on or about the 13th day of June, 2000, the Association filed a Supplemental Notice of Filing of Dedicatory Instruments for Lakes of Coppel at Volume 2000115, Page 02344 *et seq.* of the Real Property Records, Dallas County, Texas (the "First Supplement"); and

WHEREAS, on or about the 28th day of September, 2004, the Association filed a First Amendment to Notice of Filing of Dedicatory Instruments for Lakes of Coppel at Volume 2004187, Page 01607 *et seq.* of the Real Property Records, Dallas County, Texas (the "First Amendment"); and

WHEREAS, on or about the 20th day of December, 2011, the Association filed a Second Supplement to Notice of Filing of Dedicatory Instruments for Lakes of Coppel as Document No. 201100330668 of the Real Property Records of Dallas County, Texas (the "Second Supplement"); and

WHEREAS, the Association desires to replace the Design Guidelines attached to the Notice as Exhibit B-3 by recording the Design Guidelines attached hereto as Exhibit "A" pursuant to and in

accordance with Section 202.006 of the Texas Property Code.

NOW, THEREFORE, the "Design Guidelines – Revised December 2013" attached hereto as Exhibit "A" is a true and correct copy of the original and is hereby filed of record in the Real Property Records of Dallas County, Texas, to replace the Design Guidelines attached to the Notice as Exhibit B-3 in accordance with the requirements of Section 202.006 of the Texas Property Code.

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

LAKES OF COPPELL OWNERS ASSOCIATION,
INC., a Texas non-profit corporation

By: Bobby Pinken
Title: President

ACKNOWLEDGMENT

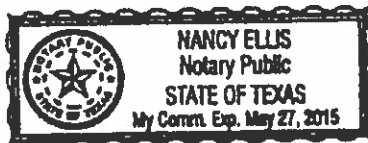
STATE OF TEXAS §
 §
COUNTY OF DALLAS §

BEFORE ME, the undersigned authority, on this day personally appeared Bobby Pinken, President of Lakes of Coppell Owners Association, 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 28 day of February, 2014.

Nancy Ellis
Notary Public, State of Texas

May 27, 2015
My Commission Expires



THE 'LAKES OF COPPELL' DESIGN GUIDELINES

Revised December 2013

The mission of the all-volunteer board and architectural review committee, is to foster the preservation and enhancement of the beauty and value of the 'Lakes of Coppell' community.

These design guidelines are provided to help homeowners make best use of their time and money when they elect to repair, remodel, build, or even start from the ground up on a new home. Please take the time to review the design guidelines and also the information that is provided online by the City of Coppell.

Note that design guidelines pertain to all exterior improvements which include, but are not limited to: room additions, exterior siding, roofing, doors, windows, exterior paint, arbors, pergolas, decking, sidewalks, landscaping, and accessory structures.

Lakes of Coppell contact: Office No.: 972 943 2800

Email: aldecarlucci@cmamanagement.com

Website: www.lakesofcoppell.com

City of Coppell contacts:

Building Inspection Office No.: 972.304.3500

Email: inspect@coppelltx.gov



Website: coppelltx.gov

The following is a three-step overview of what is required when a homeowner decides to make changes to the exterior of their property.

Step 1: The homeowner must submit a completed application, finish sample board (if required), site plan, and several photos of the pertinent exterior to the HOA through its management organization, which in turn will provide that information to the LOCARC (Lakes of Coppel Architectural Review Committee) which will review that application within 30 days.

The homeowner will be notified in writing with approval or non-approval of their application. The LOCARC reserves the right to request a large exterior finish sample board/s for use by the LOCARC for approval purposes and for a control sample to compare to the onsite installations.

Step 2: The homeowner must submit to the City of Coppel information required for a building permit(s) as required by applicable codes(s), and/or law(s). The City of Coppel website is: coppelltx.gov. From that opening page, click on the link for "Departments" toward the top of the page. Then click on the link for

"Building Inspections". From there you have additional links to: adopted codes & ordinances, registered contractors, accessory structure requirements, permit application checklist, residential construction requirements, pool construction requirements, etc. These links are important. There are also several other links with related information.

Step 3: After the city provides the homeowner with a building permit, the homeowner must provide to the HOA, one copy of that permit and the building plans, so that the LOCARC can review them to ensure that the LOCARC standards are met while compliance with the city of Coppell building permit is maintained.

Exterior Architectural guidelines:

A. Front Facade: The drive-up appeal of a home is critical to property value and future resale. Scale and proportion of design features must be compatible with the existing home and the neighboring homes. Balance is of key importance, and features such as oversized and undersized columns, windows, doors, and other related features must be in harmony.

B. Roofs: No pitch less than 4:12 is allowed with higher pitches encouraged. No flat roofs are allowed within the LOC. Medium-tint,

earth-toned, architectural composition shingles are recommended to enhance the appearance. Three-tab shingles are not allowed within the LOC. White or very light colored roof materials are prohibited within the LOC. (Continued)

Weather-wood color shingles from 'GAF' and similar colors and styles are recommended and will be approved upon submittal. Submit a sample of proposed roof product and color for LOCARC approval prior to the start of any roof replacement. No wood shingles or shakes are allowed. Roof venting shall be provided by the ridge vents, gable vents, powered roof vents, and low-profile solar powered roof vents. Installation of any turbine vents for replacement roofs or new construction shall be mounted on the roof facing the backyard, and not on the roof facing the front yard.

C. Chimneys: Shall be clad in the same material as the rest of the home. Submit elevation drawings with dimensions and material/s notes to LOCARC for approval prior to construction of any new chimney. Repairs to existing chimneys shall use material to match the existing chimney. It is strongly advised to repair existing sided chimneys with fiber cement composition boards produced by the James Hardie Co. (see jameshardie.com) or their equal, because of their fire resistance.

D. Exterior Wall Materials: Shall be limited to masonry, siding, and accent trim, with a maximum of three (3) total colors. Additional colors will require approval. Existing plank or panel siding materials (hardboard, vinyl, and aluminum) can be matched if the repair or addition does not exceed 50% replacement of the existing plank or panel siding. If the plans indicate more than 50% percent replacement, then a fiber cement siding product must be specified.

New installations of vinyl siding are not allowed.

New installations of aluminum siding are not allowed.

New installations of EIFS are not allowed.

Exterior grade plywood, hardboard, pressboard, and other wood products are not allowed except to repair existing wood elements. Exterior plywood/composition boards/oriented strand boards (OSB)/medium density overlays (MDO), hardboard and other wood siding products will **NOT** be approved by the LOCARC for remodel projects and or new construction.

The LOCARC strongly encourages the homeowner to review bids from a general contractor and compare the cost to upgrade to the readily available fiber cement board siding products such as 'HardiePlank®' or similar material.

Stucco (not EIFS) is allowed and requires a special city permit.

Brick shall be kiln-fired brick of the medium-to-dark earth tone range. Light color brick, such as ivory or white, and high contrast blends which give a spotted appearance on the wall, such as black and white are prohibited. Painted bricks are prohibited.

Stone shall be natural or cultured (man-made) 1³/₄" thick with large sample board submitted to LOCARC for approval. No thin-set stones are allowed.

E. Walls and Fences: Shall be constructed of western red cedar, masonry, stone, or steel. The combination of materials is allowed. Submit drawing elevations, sections, and material notes for LOCARC approval prior to required city permit. No stucco walls are allowed. Metal fences shall be painted only black. Wood fences shall be detailed with a cap along the top edge. Fences shall conform to the City of Coppel construction requirements. Iron fences along the lake walls must remain consistent with the design of all other adjacent fences. Fences that are visible from the street shall be installed with the finished side facing the street. Fence posts that are exposed to view in other areas other than from the street are discouraged. Fence posts shall be encased in wood when the fence posts are installed where exposed to view in other areas other than the street.

F. Basketball Poles and Backboards: Are permitted on individual estates. They must be maintained and not left in disrepair.

G. Garage Doors: Replacement and/or new garage doors shall be raised-panel design, (flat-panel garage doors are prohibited) and shall be painted to match the dominant paint color of the home. Stained wooden doors may also be approved, but must be complimentary to the house, and must be approved by the LOCARC. Painted wooden garage doors are not allowed.

H. Doors: Front doors shall be a design that compliments the architecture of the home in style and color that matches one of the home's exterior paint colors. Wrought iron doors are acceptable.

J. Windows: Replacement windows shall have earth-tone colored frames or shall otherwise match the color that currently exists at the time of the application. Factory applied tints that are light colored and non-reflective, and low-e coatings are encouraged. Submit samples of glass color to LOCARC for approval.

K. Exterior Window Treatments: Medium-to-dark earth-tone-colored solar screens are acceptable. The installation of reflective films and reflective glass are prohibited. The installation of reflective films and coatings (i.e. aluminum foil) from the interior are prohibited. Solar screen colors that are prohibited include white, beige, and pale gray. Submit samples to LOCARC for approval.

L. Piers and Boat Docks: All existing features are the maintenance responsibility of the homeowner. New construction

proposals shall be submitted to the LOCARC for approval and shall meet the following requirements. Piers and boat docks may not extend outward from the lake wall by more than five feet (5'), or less than three feet (3'). They may not be larger than fifty (50) square feet. The pier and boat dock surface shall be built a minimum of twelve inches (12") below the top of the lake wall, and no lower than twelve inches (12") above the flood weir of the lake in which it is installed to the top of the platform. Roofs or covers for piers and boat docks are not permitted.

The pier and/or boat dock and support posts shall be constructed of pressure-treated wood and galvanized fasteners. Stainless steel fasteners are optional. Concrete pilings are permitted in natural colors. All wood surfaces may remain natural or can be stained but must adhere to the same guidelines as fences. Access ladders must be maintained in a safe and serviceable condition.

The owner shall be responsible for all maintenance and timely repairs to the pier and boat dock structure as well as the lake wall in which the pier and boat dock and any related equipment is supported. If the pier and boat dock and/or any related equipment is found in a state of neglect or disrepair, then its removal would be at the owner's expense and at the determination and request of the HOA.

The homeowner acknowledges that any pier and boat dock and related equipment that is installed will be within the HOA-controlled maintenance easement of the lake wall. The Lakes of Coppell Homeowners Association assumes no liability for the repair or replacement of any pier and boat dock structure or any related equipment that may be damaged or destroyed in the maintenance and upkeep of the lake wall system.

The homeowner shall maintain proper liability insurance for all structure/s attached to or accessed from the lake wall structure.

M. Storage/Accessory Structures: Refer to the City of Coppell for construction and permit requirements and then submit proposal to LOCARC for approval. Storage buildings shall not be visible from the street and should be architecturally harmonious with the house, (i.e., should be sided and painted with siding materials and colors that are consistent with the house). The roofing material of the storage building should match that of the house in color and material. Gambrel roofs are not allowed.

N. Carports: Carports may be allowed if the structure meets the setback requirements of the city, the roof is architecturally consistent with the house in color, design, and roof pitch, and the supporting structure is architecturally harmonious with the house design.

Landscape Guidelines:

A. Two (2) large canopy trees are required for each lot, with at least one (1) tree located in the front yard. The large canopy tree required in the front yard can be exchanged for two smaller ornamental trees, however in all instances, all lots shall have at least one large canopy tree.

The LOCARC recommends that the owner consider stronger, usually slower-growing varieties of trees. In general, fast-growing trees are susceptible to wind damage, are disease prone, and tend to have a short lifespan.

B. All new plantings of required trees shall be a minimum two-inch (2") caliper trunk.

C. Seasonal color plantings within existing beds do not require approval from the LOCARC, however the LOCARC requests a plan for redesigns of existing bed plantings. New or complete bed redesign requires approval from the LOCARC.

D. Landscape screen walls and retaining walls shall be constructed of materials that compliment the home and neighborhood. Railroad crossties are prohibited. Submit all wall elevations and design details to the LOCARC for approval. No permanent structures are to be erected within the maintenance easement of the lake walls. Plantings of large trees are discouraged within that HOA maintenance easement. The homeowner shall be responsible for all damage to the

lake wall system that results from any landscaping installed by the homeowner within the maintenance easement. The HOA assumes no responsibility for damage to any existing structure or landscaping within the maintenance easement that results from lake wall maintenance performed by the HOA, its agents, or contractors.

E. Lawn grasses shall be drought tolerant, non invasive, and shall compliment the home and neighborhood. No bare soil is allowed. The use of common Bermuda grass, St. Augustine, and Emerald Zoysia are all recommended lawn turfs. Xeriscape lawn designs shall be submitted to the LOCARC for approval.

F. Sidewalk construction and related repairs are the responsibility of the City of Coppell. All areas behind the curb including irrigation, grass, and landscaping between the sidewalk and curb are the responsibility of the homeowner.

Exterior Lighting:

A. Repair of existing exterior lighting and the installation of new exterior lighting shall be properly installed and shall have proper UL listings. The use of energy efficient lighting is encouraged. Submit photos or a sample fixture, and the specification sheet for that lighting to the LOCARC for approval along with all other submissions

needed in an LOCARC request. Installation shall be made by competent and responsible personnel.

Conclusion:

The LOCARC understands that architectural styles and demands evolve over time as a result of changing times and the introduction of new products and methods of construction, and so reserves the right to amend these guidelines as it deems necessary.

Amendments shall require a majority vote from the LOCARC committee members. All amendments shall be posted on the current HOA website. Such a posting will be considered adequate public notice to all HOA members.

All previously-approved improvements that do not conform to newer amendments shall be allowed to remain for the life of the improvement, but must follow the most recent amendment/s when altered or replaced.

When considering an application for an improvement or alteration, the guidelines of which are not specifically listed in these LOCARC guidelines, the LOCARC will render a decision based on architectural cohesiveness of that improvement or alteration with the surrounding properties.

The LOCARC does not seek to restrain freedom of expression, only to ensure that the homeowner respects the context of the neighborhood and builds features that compliment the neighborhood while observing LOCARC design guidelines and the City of Coppell requirements.

The LOCARC is here to help the individual homeowner and community achieve a higher standard for the environment in which they live.

**Filed and Recorded
Official Public Records
John F. Warren, County Clerk
Dallas County, TEXAS
03/10/2014 02:29:37 PM
\$82.00
201400056724**



COLLECTION POLICY

LAKES OF COPPELL OWNERS ASSOCIATION

POLICY RESOLUTION NO. 1

Assessment Collection Policy

WHEREAS, the Association has authority pursuant to Article IV of the Declaration to levy assessments against Estates; and

WHEREAS, the Board of Directors of the Association finds there is a need to establish orderly procedures for the collection of assessments levied against Estates that remain unpaid beyond the prescribed due dates;

NOW THEREFORE, IT IS RESOLVED that the following procedures and practices are established for the collection of assessments owing and to become owing by Owners in the Property and the same are to be known as the "Assessment Collection Policy" for the Association in the discharge of its responsibilities regarding collection of assessments levied against Estates:

1. Policy Objectives. The collection of assessments pursuant to the Declaration and this Assessment Collection Policy will be governed by the following objectives:

a. The Association will pursue collection of all annual assessments coming due for a given calendar year during that same year such that should the recovery of amounts owing by a particular Estate and the Owner thereof require commencement of legal proceedings, those proceedings will be initiated prior to the end of the year for which the unpaid annual assessments are due.

b. At each step within the collection process, the Board will analyze the facts and circumstances then known concerning a given delinquency to direct collection efforts toward the most expedient course of action for bringing the delinquency to suit if such is necessary.

2. Ownership Interests. Pursuant to Section 4.01 of the Declaration, the person who is the Owner of an Estate as of the date an assessment becomes due is personally liable for the payment of that assessment. Furthermore, except in the case of a mortgagee who succeeds to the title to an Estate on which assessments are outstanding, the personal liability for unpaid assessments passes to the successors in title to an Estate. As used herein, the term "Delinquent Owner" refers to that person who held title to an Estate on the date an assessment became due. As used herein, the term "Current Owner" refers to that person who holds title to an Estate on the date relevant to the reference herein to such person. Unless expressly denoted otherwise, the "Owner" of an Estate refers

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to the Delinquent Owner or the Current Owner or both, as may be appropriate under the circumstances at hand.

3. Due Dates. The due date for a given assessment is prescribed by Section 4.08 of the Declaration and is referred to in this Assessment Collection Policy as the "Due Date." The date beyond which Section 4.08 prescribes the assessment as being delinquent is referred to in this Assessment Collection Policy as the "Delinquency Date." From and after the Delinquency Date, any portion of an assessment remaining unpaid will bear interest at the rate of fifteen percent (15%) per annum from the Delinquency Date until paid in full. All accrued interest will be due and payable as it accrues and will be subject to collection by the Association in the same manner prescribed herein for assessments, such interest being part of the indebtedness of the Owner liable for the unpaid assessments upon which the interest is accrued. Upon written request, the Board may waive all or a portion of the accrued interest on unpaid assessments when, in its sole discretion, it deems appropriate to do so.

4. Handling Charges and Returned 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 the Collection Policy:

a. Any handling charges, administrative fees, 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 Owner responsible for the unpaid assessments which are the focus of the collection action.

b. A charge of \$30.00 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 Estate.

c. Any fee or charge becoming due and payable pursuant to this Paragraph 4 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.

5. Voting Rights. Pursuant to Section 3.04 of the Declaration, the voting rights of an Owner will be suspended beginning with the Delinquency Date for any assessment owing by such Owner and will remain suspended until the assessment and all related interest, handling charges, attorney's fees, and related collection

costs and charges are paid in full; provided however, if the Owner, when he receives notice of the suspension of his voting rights, sets forth in writing to the Association a basis for contesting in good faith the validity of the amount of such assessment, the voting rights of such Owner will be reinstated until the earlier of the satisfaction in full of the outstanding assessment owing or a final determination or settlement of the contest by such Owner of the disputed assessment.

6. Mortgagee Notification. Except where the Association is otherwise required to notify Eligible Lenders pursuant to Section 11.01 of the Declaration, the Association may, at its option, notify any mortgagee of an Estate of the existence and extent of the delinquency of its Owner sixty (60) days after the Delinquency Date. The Owner will be informed in writing that its mortgagee has been so notified.

7. Application of Funds Received. All monies received by the Association will be applied to amounts outstanding to the extent of and in the following order:

- a. First to attorney's fees and related collection costs incurred by or on behalf of the Association;
- b. Next, to handling charges incurred by the Association;
- c. Next, to accrued interest on delinquent assessments;
- d. Next, to delinquent assessments;
- d. Last to assessments outstanding, though same may not then be delinquent.

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 the Estate 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 Estate, will be valid and effective for all purposes pursuant to the Declaration and this Assessment Collection Policy until such time as there is actual receipt by the Association of written notification 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 an Estate 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 an

Estate have been and are being handled by a representative or agent, any notice or communication from the Association pursuant to this Assessment Collection Policy will be deemed full and effective for all purposes if given to such representative or agent.

10. Required Notices and Correspondences.

a. Reminder Notice: No sooner than fifteen (15) days beyond a Due Date, the Association will send a reminder to the Owner that an assessment is outstanding, including in the notice the address and telephone number of a person who may be contacted regarding payment of the assessment.

b. Delinquency Letter. No sooner than the Delinquency Date, the Association will send a notice (referred to as the "Delinquency Letter") to the Owner setting forth the amount of the delinquent assessment owing, the fact of and the rate at which interest accrues beyond the Delinquency Date as provided for in Section 4.12 of the Declaration if the delinquent assessment amount is not paid within ten (10) days after the Delinquency Date and the imposition of handling fees, interest and late charges as may from time to time be authorized by the Association. The Delinquency Letter will be sent via regular first-class mail.

c. Default Letter. No sooner than thirty (30) days beyond a Delinquency Date, the Association will send a demand letter (referred to as the "Default Letter") to the Owner making formal demand for immediate payment of all outstanding amounts. The Default Letter will be sent via certified mail, return receipt requested, and will include the following information:

(i) The Default letter will specify the unpaid assessments, the accrued interest and the handling charges incurred.

(ii) The Default Letter will include notification to the Owner that as of the Delinquency Date his voting rights in the Association have been suspended and will remain so until the earlier of satisfaction in full of the outstanding amount owing or a final determination or settlement of any contest made in good faith by such Owner as set forth in his written notification to the Association.

(iii) If the Board elects to do so, the Default Letter will inform the Owner that the existence and extent of the default of the Owner is being reported to all persons and institutions holding mortgages or deed of trust liens against the subject Estate as reflected in the records of the Association.

(iv) The Default Letter will inform the Owner that if the delinquency is not cured in full, including all accrued interest and other charges then owing, within fifteen (15) days of the date of the Default Letter, the delinquency will be referred to legal counsel for the Association for further collection action and that once such referral has occurred the Owner will then become additionally liable for all legal fees and related costs incurred.

11. Referral to Legal Counsel. If an Owner remains delinquent in the payment of assessments and related costs for more than fifteen (15) days after the sending of the Default Letter (as provided for above), the management agent of the Association ("Management"), on behalf of the Board, shall refer the delinquency to the legal counsel for the Association for the legal action as required by this Assessment Collection Policy. Management will refer to legal counsel for action all Owners who are delinquent in the payment of any assessment no later than the one hundred eightieth (180th) day after the Delinquency Date for such assessment, unless the Board has, by specific action, directed Management otherwise. Any attorney's fees and related charges incurred by virtue of legal action taken will become due and owing by the Owner responsible for the unpaid assessments which are the focus of such legal action and will be added to and become a part of the amounts then outstanding by such Owner.

12. Legal Action. Legal counsel for the Association will take the following actions with regard to delinquencies referred to it:

a. Title Search: Upon initial referral of the delinquency, counsel will order a search of the land records to determine a current ownership of the Estate 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 whether to pursue collection of the unpaid assessments from the Delinquent Owner or the Current Owner or both. Based on that determination, counsel will proceed according to this Assessment Collection Policy. Where the title report confirms that the Current Owner is the Delinquent Owner, counsel will likewise proceed according to this Assessment Collection Policy.

b. Alternative Collection Courses: At each step in the collection process the Board, acting with input and recommendations from Management and counsel, will evaluate which course of legal action appears to be in the best interest of the Association for recovery of unpaid assessments. Where foreclosure of the assessment lien in favor of the Association against an Estate, together with pursuit of personal judgment against the Owner, is determined to be advisable, the Board will direct counsel to

proceed accordingly. Where recovery limited to personal judgment against the Owner is deemed the appropriate course to pursue, the Board will likewise instruct counsel accordingly. Determination at one point to pursue one course of action will in no way limit or impair the right of the Association to initiate action in a different or supplemental direction, provided all procedures and steps called for by the Declaration and this Assessment Collection Policy are followed.

c. Demand Letter. As the initial correspondence to a delinquent Owner, counsel will send a demand letter (the "Demand Letter") to the Owner making formal demand for all outstanding assessments and related charges, adding to the charges the attorney's fees and costs incurred for counsel's services. The Demand Letter will require the Owner to pay in full all amounts demanded within ten (10) days of the date of the Demand Letter.

d. 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 covered by a Demand Letter by the date specified, counsel will cause to be prepared, executed by an officer of the Association, and recorded in the Real Estate Records of Dallas County a written notice of lien (referred to as the "Notice of Lien") as prescribed by Paragraph 4.12(b) of the Declaration, setting forth therein the amount of the unpaid indebtedness, the name of the Owner of the Estate covered by such lien and a description of the Estate 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, including additional attorney's fees and costs incurred, within thirty (30) days of the date of the transmittal to the Owner of the Notice of Lien.

e. Personal Judgment Suit. Where the Board has directed that the collection action to be taken is a suit for personal judgment against the Owner, upon the expiration of the time period given in the most recent demand for payment from counsel, the continued delinquency of unpaid assessments owing will be reported to the Board, together with all pertinent facts concerning the delinquency. As soon as practical thereafter, the Board will direct counsel to initiate legal proceedings in a court of competent jurisdiction seeking recovery from the Current Owner, the Delinquent Owner, or both, as the Board so directs, for all amounts owing arising from the unpaid assessments and the collection thereof.

f. Foreclosure Suit. When the Board has directed that the collection action to be taken is a suit for personal judgment against the Owner and for 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, together with all pertinent facts concerning the delinquency and the ramifications of the proposed foreclosure of the Estate. As soon as practical thereafter, the Board will direct counsel to initiate legal proceedings in a court of competent jurisdiction seeking foreclosure of the assessment lien and recovery either from the Current Owner and, where different, the Delinquent Owner, or from the Current Owner only, for in each case all amounts owing arising from the unpaid assessments and the collection thereof.

13. Verification of Indebtedness. For so long as the collection of assessments may be subject to the requirements of the Fair Debt Collection Practices Act (15 U.S.C. 1692 et. seq.) (the "FDCPA"), the demand letter from counsel will include such required notices as are prescribed by the FDCPA. Furthermore, where an Owner requests verification of the indebtedness, Management will, upon notification of the Owner's request, supply such verification before any further collection action is taken with respect to such Owner. The exercise of the collection rights of the Association regarding assessments will in all ways comply with the FDCPA to the extent such act may apply.

14. Waiver by Managing Agent. In order to expedite the handling of collection of delinquent assessments owed to the Association, the Comptroller, or the officer of comparable designation on the staff of Management, shall have the authority, in his or her sole discretion, without prior approval by the Board, to waive the payment of any finance charge, handling charge, legal fee or any other applicable charge if the total amount with respect to a single given assessment is less than One Hundred and No/100 Dollars (\$100.00), with notice of such waiver being subsequently given, in writing, to the Board.

IT IS FURTHER RESOLVED THAT this Assessment Collection 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.

BOOK OF MINUTES NO. _____, PAGE _____

This is to certify that the foregoing resolution was adopted by the Board of Directors at a meeting of same on 6/12/89, 1989, and has not been modified, rescinded, or revoked.

DATE: 5/4/89 Karen S. Boyle
Secretary

F\RESOL.OP\1053coll.pol/kl/4-89

POLICY RESOLUTION/Assessment Collection Policy - Page 7

20017 02303

Any provision herein which restricts the sale, rental, or use of the described real property because of color or race is invalid and unenforceable under federal law.

STATE OF TEXAS

COUNTY OF DALLAS

I hereby certify this instrument was filed on the date and time stamped hereon by me and was duly recorded in the volume and page of the named records of Dallas County, Texas as stamped hereon by me.

JAN 26 2000



Earl Bullock
COUNTY CLERK, Dallas County, Texas

EARL BULLOCK
COUNTY CLERK
DALLAS COUNTY

00 JAN 26 AM 11:23

FILED

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09/28/04

\$34.00 Deed

FIRST AMENDMENT TO
NOTICE OF FILING OF DEDICATORY INSTRUMENTS
FOR
THE LAKES OF COPPELL

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

THIS FIRST AMENDMENT TO NOTICE OF FILING OF DEDICATORY INSTRUMENTS FOR THE LAKES OF COPPELL (this "First Amendment") is made this 16 day of September, 2004, by the Lakes of Coppel Owners Association, Inc. (the "Association").

WITNESSETH:

WHEREAS, Triland Investment Group, a Texas general partnership ("Declarant"), prepared and recorded an instrument entitled "Declaration of Covenants, Conditions and Restrictions for The Lakes of Coppel", filed of record on or about December 14, 1984, at Volume 84244, Page 5412 *et seq.*, of the Deed Records of Dallas County, Texas (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 the 26th day of January, 2000, the Association filed a Notice of Filing of Dedicatory Instruments for [The] Lakes of Coppel at Volume ²⁰⁰⁰017, Page 02233 *et seq.*, of the Deed Records, Dallas County, Texas; and

WHEREAS, on the 13th day of June, 2000, the Association filed a [First] Supplemental Notice of Filing of Dedicatory Instruments for [The] Lakes of Coppel at Volume ²⁰⁰⁰115, Page 02344 *et seq.*, of the Deed Records, Dallas County, Texas; and

WHEREAS, the Association desires to amend the Notice, as supplemented by the [First] Supplemental, to replace the dedicatory instrument entitled "Policy Resolution No. 1 - Assessment Collection Policy" (the policy was missing page 2; adopted June 12, 1989), with the dedicatory instrument attached hereto as **Exhibit "A"** and incorporated herein by reference; and

NOW, THEREFORE, the dedicatory instrument entitled "Policy Resolution No. 1 - Assessment Collection Policy" is hereby replaced and superceded by the dedicatory instrument attached hereto as **Exhibit "A"**, which dedicatory instrument is a true and correct copy of the original and is hereby filed of record in the real property records of Dallas County, Texas, in accordance with the requirements of Section 202.006 of the Texas Property Code.

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By: ppacker Date: 10/26/04
File Name: 004 1st Amend Notice Filing
REC 2004187 01607-01609

2004187 01607

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

LAKES OF COPPELL
OWNERS ASSOCIATION, INC.,
a Texas non-profit corporation

By: Michael J. Greenia
Its: PRESIDENT

ACKNOWLEDGMENT

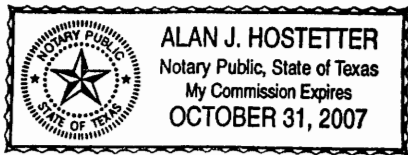
STATE OF TEXAS §
 §
COUNTY OF DALLAS §

BEFORE ME, the undersigned authority, on this day personally appeared MICHAEL J. GREENIA, PRESIDENT of the Lakes of Coppell Owners Association, 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 16th day of September, 2004.

Alan J. Hostetter

Notary Public
State of Texas



My Commission Expires _____

AFTER RECORDING, RETURN TO:

Lance E. Williams, Esq.
Riddle & Williams, P.C.
3811 Turtle Creek Blvd, Suite 1050
Dallas, Texas 75219

G:\Notice.ded\lakesofcoppel.amend1

EXHIBIT "A"

DEDICATORY INSTRUMENT

1. Policy Resolution No. 1 - Assessment Collection Policy (adopted 6-12-89)

EXHIBIT "A - 1"

EXHIBIT "A - 1"

2004187 01610

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By: <u>fracker</u>	Date: <u>10/26/04</u>
File Name: <u>004 Coll Policy Rec 2004</u>	<u>1870610-01618</u>

ALTERNATE PAYMENT PLAN POLICY



Alternative Payment Plan Policy

WHEREAS, pursuant to Section 209.0062 of the Texas Property Code, the Board of Directors of Lakes of Coppell Owners Association, 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.

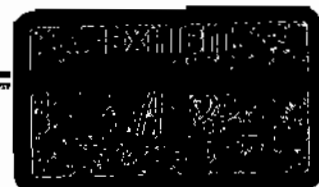
NOW, THEREFORE, IT IS RESOLVED, in order to comply with the procedures set forth by Chapter 209 of the Texas Residential Property Owners Protection Act, that the following guidelines and procedures are promulgated for the establishment of an alternate payment schedule, and the same are to be known as 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
- e) 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 18 months with an initial payment of 0 % 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 15th 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 11/15/11, and has not been modified, rescinded or revoked.

MARK HILL
Name: MARK HILL
Title: Vice President
Date: 11/15/11

APPLICATION OF PAYMENTS POLICY

THE LAKES



OF COPPELL

Application of Payments Policy

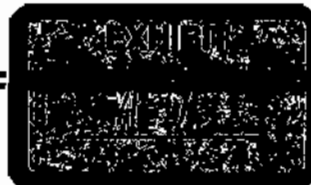
WHEREAS, the Board of Directors (the "Board") of Lakes of Coppell Owners Association, Inc. (the "Association") desires to establish a Policy for the Application of Payments received from owners which satisfies the new priority of payments schedule created by Section 209.0063 of the Texas Property Code; 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 11/15/11, and has not been modified, reissued, or revoked.

Mark Hill

Name: 

Title: Vice President

Date: 11/15/11

**DOCUMENT
INSPECTION AND
COPYING POLICY**



Document Inspection and Copying Policy

WHEREAS, pursuant to Section 209.005(i) of the Texas Property Code, the Board of Directors of Lakes of Coppel Owners Association, 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 10th 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 10th 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, blueprint, 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 30th 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 11/15/11, and has not been modified, reseeded or revoked.

Mark Hill
Name: Mark Hill
Title: Vice President
Date: 11/15/11

DOCUMENT RETENTION POLICY



Document Retention Policy

WHEREAS, pursuant to Section 209.005(m) of the Texas Property Code, the Board of Directors of Lakes of Coppel Owners Association, 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 11/15/11, and has not been modified, rescinded or revoked.

MARK HILL

Name: MARK HILL

Title: Vice President

Date: 11/15/11

EXHIBIT A – RECORD RETENTION SCHEDULE

A. GOVERNING DOCUMENTS

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

Permanently

B. FINANCIAL RECORDS

Financial records, including each year's budget, tax
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

7 years

C. RECORDS OF OWNERS' ACCOUNTS

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

5 years

D. CONTRACTS

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

4 years after expiration
or
termination

E. MEETING MINUTES

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

7 years

FLAG DISPLAY GUIDELINES



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 Lakes of Coppel Owners Association, 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 11/15/11, and has not been modified, rescinded or revoked.



Name: MARK HILL
Title: VICE PRESIDENT
Date: 11/15/11

**RAINWATER
COLLECTION DEVICE
GUIDELINES**

THE LAKES



OF COPPELL

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 Lakes of Coppell Owners Association, 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 11/15/11, and has not been modified, rescinded or revoked.



Name: MARK HILL
Title: VICE PRESIDENT
Date: 11/15/11

RELIGIOUS DISPLAY GUIDELINES



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 Lakes of Coppell Owners Association, 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 11/15/11, and has not been modified, rescinded or revoked.

MARK HILL
Name: MARK
Title: Vice President
Date: 11/15/11

ROOFING MATERIAL GUIDELINES

THE LAKES



OF COPPELL

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 Lakes of Coppell Owners Association, 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 11/15/11, and has not been modified, rescinded or revoked.

MAD

Name:

MARK HILL

Title:

VICE PRESIDENT

Date:

11/15/11

SOLAR ENERGY DEVICE GUIDELINES

THE LAKES



OF COPPELL

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 Lakes of Coppell Owners Association, 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 11/15/11, and has not been modified, rescinded or revoked.



Name: Mark Hill
Title: VICE PRESIDENT
Date: 11/15/11

**SECOND SUPPLEMENT TO
NOTICE OF FILING OF DEDICATORY INSTRUMENTS
FOR
LAKES OF COPPELL**

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

THIS SECOND SUPPLEMENT TO NOTICE OF FILING OF DEDICATORY INSTRUMENTS FOR LAKES OF COPPELL (this "Second Supplement") is made this 15th day of November, 2011, by the Lakes of Coppel Owners Association, Inc. (the "Association").

WITNESSETH:

WHEREAS, Triland Investment Group ("Declarant") prepared and recorded an instrument entitled "Declaration of Covenants, Conditions and Restrictions for The Lakes of Coppel" filed of record at Volume 84244, Page 5412 *et seq.* of the Real Property Records of Dallas County, Texas (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 26th day of January, 2000, the Association filed a Notice of Filing of Dedicatory Instruments for Lakes of Coppel at Volume 2000017, Page 02233 *et seq.* of the Real Property Records, Dallas County, Texas (the "Notice"); and

WHEREAS, on or about the 13th day of June, 2000, the Association filed a Supplemental Notice of Filing of Dedicatory Instruments for Lakes of Coppel at Volume 2000115, Page 02344 *et seq.* of the Real Property Records, Dallas County, Texas (the "First Supplement"); and

WHEREAS, on or about the 28th day of September, 2004, the Association filed a First Amendment to Notice of Filing of Dedicatory Instruments for Lakes of Coppel at Volume 2004187, Page 01607 *et seq.* of the Real Property Records, Dallas County, Texas (the "First Amendment"); and

WHEREAS, the Association desires to record the additional dedicatory instruments attached hereto as Exhibit "A" in the Real Property Records of Dallas 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 Dallas County, Texas, in accordance with the requirements of Section 202.006 of the Texas Property Code.

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

LAKES OF COPPELL OWNERS
ASSOCIATION, INC.,
A Texas non-profit corporation

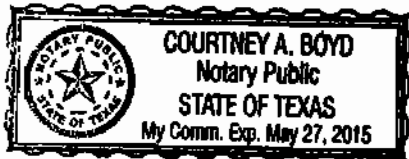
By: [Signature]
Its: Vice President

ACKNOWLEDGMENT

STATE OF TEXAS §
 §
COUNTY OF Collin §

BEFORE ME, the undersigned authority, on this day personally appeared Mark Hill, Vice President of Lakes of Coppel Owners Assoc. 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 15th day of November 2011.



Courtney A. Boyd
Notary Public, State of Texas

May 27, 2011
My Commission Expires

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

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**Filed and Recorded
Official Public Records
John F. Warren, County Clerk
Dallas County, TEXAS
12/20/2011 11:23:57 AM
\$120.00
201100330668**



**STANDBY
ELECTRIC
GENERATOR
GUIDELINES**

THIRD SUPPLEMENT TO
NOTICE OF FILING OF DEDICATORY INSTRUMENTS
FOR
LAKES OF COPPELL
[Electric Generator Guidelines and Fining Policy]

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

THIS THIRD SUPPLEMENT TO NOTICE OF FILING OF DEDICATORY INSTRUMENTS FOR LAKES OF COPPELL (this "Third Supplement") is made this 21 day of October, 2015, by the Lakes of Coppell Owners Association, Inc. (the "Association").

WITNESSETH:

WHEREAS, Triland Investment Group ("Declarant") prepared and recorded an instrument entitled "Declaration of Covenants, Conditions and Restrictions for The Lakes of Coppell" filed of record at Volume 84244, Page 5412 *et seq.* of the Real Property Records of Dallas County, Texas (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 26th day of January, 2000, the Association filed a Notice of Filing of Dedicatory Instruments for Lakes of Coppell at Volume 2000017, Page 02233 *et seq.* of the Real Property Records, Dallas County, Texas (the "Notice"); and

WHEREAS, on or about the 13th day of June, 2000, the Association filed a Supplemental Notice of Filing of Dedicatory Instruments for Lakes of Coppell at Volume 2000115, Page 02344 *et seq.* of the Real Property Records, Dallas County, Texas (the "First Supplement"); and

WHEREAS, on or about the 28th day of September, 2004, the Association filed a First Amendment to Notice of Filing of Dedicatory Instruments for Lakes of Coppell at Volume 2004187, Page 01607 *et seq.* of the Real Property Records, Dallas County, Texas (the "First Amendment"); and

WHEREAS, on or about the 20th day of December, 2011, the Association filed a Second Supplement to Notice of Filing of Dedicatory Instruments for Lakes of Coppell as Document No. 201100330668 of the Real Property Records of Dallas County, Texas (the "Second Supplement"); and

WHEREAS, on or about the 10th day of March, 2014, the Association filed a Second Amendment to Notice of Filing of Dedicatory Instruments for Lakes of Coppell as Document No. 201400056724 of the Real Property Records of Dallas County, Texas (the "Second Amendment"); and

WHEREAS, the Association desires to again supplement the Notice with the dedicatory instruments attached hereto as Exhibit "A" 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 Dallas County, Texas in accordance with the requirements of Section 202.006 of the Texas Property Code.

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

LAKES OF COPPELL OWNERS ASSOCIATION, INC., a Texas non-profit corporation

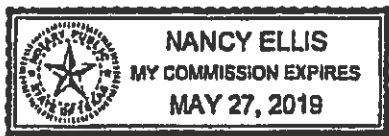
By: Edward White
Title: Board Member/Secretary

ACKNOWLEDGMENT

STATE OF TEXAS §
 §
COUNTY OF DALLAS §

BEFORE ME, the undersigned authority, on this day personally appeared Edward White, Secretary of Lakes of Coppell Owners Association, 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 October, 2015.



Nancy Ellis
Notary Public, State of Texas
May 27, 2019
My Commission Expires

EXHIBIT "A"

- A-1 Standby Electric Generator Guidelines
- A-2 Covenant Enforcement and Fining Policy

LAKES OF COPPELL OWNERS ASSOCIATION, INC.

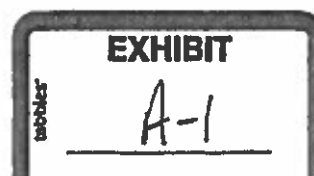
STANDBY ELECTRIC GENERATOR GUIDELINES

WHEREAS, the Texas Legislature passed House Bill 939 which amends Chapter 202 of the Texas Property Code by adding Section 202.019 which precludes associations from adopting or enforcing a complete prohibition on permanently installed standby electric generators; and

WHEREAS, pursuant to Section 202.019 of the Texas Property Code, the Board of Directors of Lakes of Coppel Owners Association, Inc. (the "Association") is permitted to adopt and enforce certain limitations to regulate the operation and installation of standby electric generators.

NOW, THEREFORE, IT IS RESOLVED, in order to comply with Section 202.012 of the Texas Property Code, the Board of Directors hereby repeals any and all prior restrictions on standby electric generators contained in any governing document of the Association which are inconsistent with the new law, and adopts the following guidelines to govern standby electric generators.

- A. All installations of standby electric generators must be approved prior to installation by the Association's Architectural Review Committee pursuant to Article X of the Declaration. If the proposed installation meets or exceeds the requirements in Section B below, such installation will be approved.
- B. An owner may only install a standby electric generator if such installation and device complies with the following requirements:
 1. All standby electric generators must be installed and maintained in compliance with both:
 - a. the manufacturer's specifications; and
 - b. applicable governmental health, safety, electrical and building codes;
 2. All electrical, plumbing and fuel line connections must be installed by licensed contractors;
 3. All electrical connections must be installed in accordance with applicable governmental health, safety, electrical and building codes;
 4. All natural gas, diesel fuel, biodiesel fuel or hydrogen fuel line connections must be installed in accordance with applicable governmental health, safety, electrical and building codes;
 5. All liquefied petroleum gas fuel line connections must be installed in accordance with rules and standards promulgated and adopted by the Railroad Commission of Texas and other applicable governmental health, safety, electrical and building codes;



6. Nonintegral standby electric generator fuel tanks must be installed and maintained to comply with applicable municipal zoning ordinances and governmental health, safety, electrical and building codes;
 7. The standby electric generator and its electrical lines and fuel lines must be maintained in good condition;
 8. Owners must timely repair, replace or remove any deteriorated or unsafe component of a standby electric generator, including electrical or fuel lines; or
 9. A standby electric generator must be screened from view if the generator is:
 - a. visible from the street faced by the dwelling;
 - b. located in an unfenced side or rear yard of a residence and is visible either from an adjoining residence or from adjoining property owned by the Association; or
 - c. located in a side or rear yard fenced by a wrought iron or residential aluminum fence and is visible through the fence either from an adjoining residence or from adjoining property owned by the Association;
 10. All standby electric generators must be installed in the side or rear yard of a residence and may not be installed in the front yard of a residence or closer to the street than the corner of the residence located nearest the standby electric generator, unless such location will:
 - a. increase the cost of installing the standby electric generator by more than ten (10%); or
 - b. increase the cost of installing and connecting the electrical and fuel lines for the standby electric generator by more than twenty percent (20%);
 11. Standby electric generators may not be installed on property that is:
 - a. owned or maintained by the Association; or
 - b. owned in common by the Association's members.
- C. Periodic testing of standby electric generators may be performed between the hours of 8:00 a.m. and 6:00 p.m., or at such other time as may be approved by the Board of Directors in accordance with the manufacturer's recommendations.
- D. Standby electric generators may not generate all or substantially all of the electrical power to a residence, except when utility-generated electrical power to the residence is not available or is intermittent due to causes other than nonpayment for utility services to the residence.
- E. The definitions contained in the Association's dedicatory instruments are hereby incorporated herein by reference.

IT IS FURTHER RESOLVED that these Standby Electric Generator Guidelines are 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 _____, and has not been modified, rescinded or revoked.

DATE: 10/21/2015


Secretary

**COVENANT ENFORCEMENT
AND / OR
FINING POLICY**

LAKES OF COPPELL OWNERS ASSOCIATION, INC.

COVENANT ENFORCEMENT AND FINING POLICY

WHEREAS, the Board of Directors of Lakes of Coppel Owners Association, Inc. (the "Association") finds there is a need to establish orderly procedures for the enforcement of the architectural control provisions and covenants contained in the Declaration and for the elimination of violations found to exist within the Lakes of Coppel; and

WHEREAS, pursuant to Article V, Section 5.01(a) of the Declaration the Board is authorized to enforce the terms and provisions of the Governing Documents, including the imposition of reasonable fines for violations of the Governing Documents; and

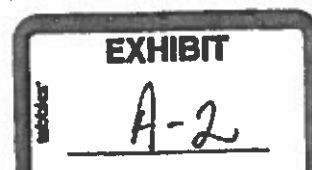
WHEREAS, in order to comply with the requirements of Sections 209.006 and 209.007 of the Texas Residential Property Owners Protection Act (the "Act"), the Board of Directors of the Association desires to promulgate the following policy establishing procedures for the enforcement of the restrictive covenants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

WHEREAS, the Board of Directors adopted an "Architectural Control and Enforcement Policy" as Restated Administrative Resolution No. 6 on or about August 19, 1999, recorded on or about June 13, 2000 at Volume 2000115, Page 02344 *et seq.* of the Real Property Records of Dallas County, Texas (the "ARC Enforcement Policy"); and

WHEREAS, the ARC Enforcement Policy exclusively addresses the enforcement procedures applicable to construction of improvements which have not received prior approval from the Architectural Review Committee or which does not conform to the approval from the Architectural Review Committee; and

WHEREAS, the Board of Directors desires to adopt the following covenant enforcement and fining policy to address enforcement of all other restrictive covenants contained in the Governing Documents.

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 Units and Common Area within The Lakes of Coppel and the same are to be known as the "Covenant Enforcement and Fining Policy" (to be referred to herein as the "Enforcement Policy"). This Enforcement Policy and the procedures herein do not apply if the Association files suit seeking a temporary restraining order or temporary injunctive relief, files suit to recover money damages, is seeking unpaid assessments and is pursuing judicial or non-judicial foreclosure, is pursuing a self-help remedy, or in the event the Association temporarily suspends an Owner's right to use Common Area based upon a violation that occurred on the Common Area and involved a significant and immediate risk of harm to others in the community. Additionally, all violations involving



Article X and Article XV, Section 15.06 of the Declaration shall be governed by the ARC Enforcement Policy and not this Enforcement Policy.

1. Generally. The steps and procedures contained in this Policy serve as a general outline of the procedures to follow for enforcement of the covenants, conditions, restrictions and rules contained in the Governing Documents; provided, however, that this Enforcement Policy does not apply to collection of assessments and related costs and charges. The Association is not bound to follow the exact procedures in every enforcement matter except as required by the Governing Documents or the Act. The procedures in this Enforcement Policy are not intended to constitute a prerequisite or condition precedent to the Association's ability to pursue a remedy to enforce against any violation or to obtain any legal relief or remedy except as required by the Act.

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. Upon discovery of a Violation, 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 fourteen (14) 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 certified mail (the "Notice of Violation"). A Notice of Violation is not required if the alleged violator was previously given a Notice of Violation within six (6) months of the current Violation and was given the opportunity to exercise any rights listed below in the preceding six (6) months. In such event, the Board may impose sanctions as authorized by the Declaration and/or this Enforcement Policy without notice to the Owner other than the Notice of Sanction/Fine described below. A Notice of Violation is also not required if the Act does not require it. The Notice of Violation, if required, will state the following:

a. The description of the Violation, including any property damage caused by the Owner, and state any amount due to the Association from the Owner.

b. The proposed sanction to be imposed, including, but not limited to, the amount of any fine, suspension of rights to use Common Area, the use of self-help remedies or the amount claimed to be due from the owner for property damage.

c. That the Owner is entitled to a reasonable period to cure the Violation and avoid the fine or sanction if the Violation is of a curable nature and does not pose a threat to

public health or safety, a description of the action required to cure the Violation, and a date by which the owner must cure the violation.

d. A statement that the Owner may have special rights or relief related to the enforcement action under federal law, including the Servicemembers Civil Relief Act (50 U.S.C. app. Section 501 et seq.) if the owner is serving on active military duty.

e. The recipient may, on or before thirty (30) days after the date of the Notice of Violation (the date of mailing), deliver to the Association a written request for a hearing.

f. If a curable 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.

If the hearing described in e. above is to be held before a committee or delegate of the Board, the Notice of Violation will state that the Owner has the right to appeal the decision of the committee or delegate to the Board.

5. Notice of Sanction/Fine. 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 "Notice of Sanction/Fine") 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 may be held before the Covenants Committee, if ever created by the Board, or in executive session of the Board or its delegate affording the alleged violator a reasonable opportunity to be heard. The Association will notify the Owner in writing of its decision and action.

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 5 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 Unit 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. Costs incurred by the Association in correcting or eliminating the Violation become the obligation of the Owner and a Special Assessment pursuant to Article X, Section 7(b) of the Declaration.

c. 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 8.

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 Unit 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, has not made a timely written request for a hearing, or the Covenants Committee or Board subsequent to a hearing decides to levy a fine, then the Board of Directors may impose a fine in the amount of \$100.00 against the occupant, the Owner and the Unit. In the event that the Board of Directors imposes a fine against an occupant, Owner and a Unit, the Board or its delegate will send a formal notice of the imposition of a fine (the "Notice of Fine") to the Owner and/or occupant. 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 Unit.

b. If the violation is still not corrected or cured within ten (10) days from the date of the Notice of Fine, then the Board may impose a second fine up to the amount of \$150.00 against the occupant, the Owner and the Unit. In the event the Board imposes a second fine, it

shall so notify the occupant and/or 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 ten (10) days from the date of the notice of the second fine, the Board may impose a third fine up to the amount of \$200.00 against the occupant, Owner and the Unit. The Board shall give notice to the occupant and/or Owner of the imposition of the third fine by written notice, which notice shall be given by personal delivery or by certified mail, return receipt requested, at the option of the Board or its delegate.

d. In the event that the violation has not been cured within ten (10) days from the date of the notice of the third fine, then the Board may impose a per diem fine against the occupant, Owner and the Unit in any amount deemed reasonable by the Board of Directors.

e. Notwithstanding Sections a through d above, if any violation is ongoing or continues, the Board may determine to levy a fine on any periodic basis it deems reasonable, such as daily, weekly or monthly.

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 Unit 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 Unit upon which the Violation exists.

e. Where the interests of an Owner in a Unit 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 Unit 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 Unit 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 Unit 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.

15. 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 Enforcement Policy shall be enforced as if such provision did not exist. Furthermore, in the event that any provision of this Enforcement Policy is deemed by a court with jurisdiction to be ambiguous or in contradiction with any law, this Enforcement Policy and any such provision shall be interpreted in a manner that complies with an interpretation that is consistent with the law. In the event any provision of this Enforcement Policy conflicts with the Declaration, the Declaration controls.

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 _____, 2015, and has not been modified, rescinded or revoked.

DATE: 10/21/2015


Secretary

PARWBWPF Directory (Association Transactions)\Fine\Lakes of Coppell - fining (2015).rif

**Filed and Recorded
Official Public Records
John F. Warren, County Clerk
Dallas County, TEXAS
10/26/2015 09:46:03 AM
\$74.00
201500285557**





**OTHER
PERTINENT
INFORMATION**

ABANDONMENT AND TERMINATION
OF
WALL MAINTENANCE EASEMENTS

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

This Abandonment and Termination of Wall Maintenance Easements (the "Easement Termination") is made this 27 day of February, 2013 by the Lakes of Coppell Owners Association, Inc. (the "Association").

WHEREAS, the City of Coppell granted and conveyed a certain Wall Maintenance Easement to the Association recorded on or about September 12, 1996 at Volume 96179, Page 03318 *et seq.* as Document No. 1790904 of the Deed Records of Dallas County, Texas ("Easement 1"); and

WHEREAS, the City of Coppell granted and conveyed another Wall Maintenance Easement to the Association recorded on or about September 12, 1996 at Volume 96179, Page 03325 *et seq.* as Document No. 1790906 of the Deed Records of Dallas County, Texas ("Easement 2"); and

WHEREAS, the City of Coppell granted and conveyed another Wall Maintenance Easement to the Association recorded on or about September 12, 1996 at Volume 96179, Page 03329 *et seq.* as Document No. 1790907 of the Deed Records of Dallas County, Texas ("Easement 3"); and

WHEREAS, the City of Coppell granted and conveyed another Wall Maintenance Easement to the Association recorded on or about September 12, 1996 at Volume 96179, Page 03333 *et seq.* as Document No. 1790908 of the Deed Records of Dallas County, Texas ("Easement 4"); and

WHEREAS, the City of Coppell granted and conveyed another Wall Maintenance Easement to the Association recorded on or about September 12, 1996 at Volume 96179, Page 03337 *et seq.* as Document No. 1790909 of the Deed Records of Dallas County, Texas ("Easement 5"); and

WHEREAS, the City of Coppell granted and conveyed another Wall Maintenance Easement to the Association recorded on or about September 12, 1996 at Volume 96179, Page 03341 *et seq.* as Document No. 1790910 of the Deed Records of Dallas County, Texas ("Easement 6") (Easement 1, Easement 2, Easement 3, Easement 4, Easement 5 and Easement 6 shall hereafter be referred to collectively as the "Wall Easements"); and

WHEREAS, the Association desires to abandon the Wall Easements described above;
and

WHEREAS, the Association hereby abandons, terminates, releases, discharges, quitclaims, acquits, relinquishes and waives all of its right, title and interest in, to and under the Wall Easements and, as of the date written above, the Wall Easements are of no further force and effect.

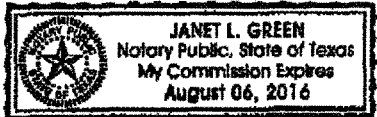
LAKES OF COPPELL OWNERS ASSOCIATION, INC.

By: Bobby Finken
Title: President Lakes of Coppel
Hoff

STATE OF TEXAS §
 §
COUNTY OF DALLAS §

This instrument was acknowledged before me on the 21st day of July, 2013, by Bobby Finken, President of Lakes of Coppel Owners Association, Inc., on behalf of said non-profit corporation.

Janet L. Green
Notary Public in and for the State of Texas



My Commission Expires: 8/6/16

P:\RWBWP\L Directory (Real Estate Transactions)\EASMT\Lakes of Coppel - termination of easement (DeForest Road).rtf

Filed and Recorded
Official Public Records
John F. Warren, County Clerk
Dallas County, TEXAS
03/01/2013 11:40:30 AM
\$20.00
201300063376

