

The Hills of Bear Creek

Phase Two and Phase III Homeowners' Association, Inc.

ALL PROPERTY HEREIN CONVEYED SHALL BE SUBJECT TO THE FOLLOWING RESTRICTIONS:

1. All lots in this subdivision shall be used for single-family residential purposes only.
2. Any one story residence constructed on the property shall have a ground floor area of not less than 2,250 square feet (any two story residence constructed on property shall have a ground floor area of not less than 1,600 square feet), exclusive of garages, open porches, terraces, patios driveways, or carports, and shall be completed within twelve (12) months from starting construction. All garage doors to open to the side or back of property, not the front of the property.
3. At least fifty percent (50%) of the exposed exterior must be of brick, stone, or masonry construction except two story Victorian homes may be of frame constructions, upon written approval from the Developer.
4. No structure shall be located within twenty-five (25) feet of the street(s) or adjacent property line(s).
5. No trade or business of any type shall be carried on upon any lot, except small home business, nor shall anything be done on any lot, which may be obnoxious or offensive or may become an annoyance or nuisance to the neighborhood.
6. No lot may be subdivided.
7. Outbuilding (barn, stalls, tool sheds, and all other buildings except a cabana, or detached garage) shall be limited to two (2) buildings and must be a new construction, and must be approved by Developer.
8. No structure of a temporary character (trailer, mobile home, basement, tent, shack, garage, or other outbuilding) shall be used on the property at any time as a residence, either temporarily or permanently.

9. No inoperative motor-vehicle(s) and/or machinery and/or equipment shall be kept on property. All tools, equipment, boat, motor home, and material(s), shall be kept out of sight or outbuildings.
10. No hunting of any kind.
11. No move-in homes, move-in garage, or move-in buildings shall be placed on the property.
12. No swine shall be raised, bred, or kept on property.
13. Livestock is permitted, but limited to ONE (1) animal per acre.
14. No garbage or other waste shall be kept except in sanitary containers. No tract or part thereof shall be used or maintained as a dumping ground for rubbish or trash.
15. Each dwelling shall contain in-door plumbing fixtures attached to a sewage disposal or septic system approved by the Parker County Health Department, before being occupied. No septic tank or lateral line can be placed within one-hundred and fifty (150) feet of a water well or a proposed water well.
16. Utility easements will be 10 foot inside all front, rear and adjacent side lot boundaries, unless otherwise noted.
17. No antenna of any kind can be erected over 30 feet off the ground.
18. No signboard on advertising of any type shall be permitted for any reason other than the sale of the property or house, and all sign placement will be at the sole discretion of the Developer.
19. These restrictions may be changed upon 75% of landowners.
20. No chain link fences of any kind are permitted, except as a small dog run, not to exceed 10' X 20'.
21. No rail road ties type of landscaping timbers can be used on the creek, they may be used as erosion control only, not to exceed 2 in height.

BYLAWS
OF
THE HILLS OF BEAR CREEK-PHASE THREE HOMEOWNERS' ASSOCIATION, INC.

ARTICLE 1
GENERAL

The Hills of Bear Creek-Phase Three Homeowners' Association, Inc., a Texas non-profit corporation (the "**Association**"), is the "Association" described in the Declaration of Covenants and Easements for The Hills of Bear Creek-Phase Three, recorded in Book 1746, Page 1283, of the Real Property Records of Parker County, Texas (the "**Declaration**"). The Declaration subjects the Property (as defined in the Declaration) to certain covenants, restrictions, easements, conditions, stipulations and reservations (collectively, the "**Restrictions**"). For convenience, several of the provisions of the Declaration will be repeated or summarized within these Bylaws. The remaining terms and provisions of these Bylaws are intended to complement and supplement the Declaration. In the event of any conflict or ambiguity between the Declaration and these Bylaws and unless otherwise required by law, the terms and conditions of the Declaration control and govern.

ARTICLE 2
NAME, DEFINITIONS, MEMBERSHIP AND VOTING RIGHTS

2.1 **Name.** The name of the Association shall be The Hills of Bear Creek-Phase Three Homeowners' Association, Inc. The Association is a Texas non-profit corporation.

2.2 **Definitions.** Certain words used in these Bylaws shall have the same meaning as set forth in the Declaration, some of which are set forth below either in their entirety or in an abridged format:

"**Act**" means the Texas Non-Profit Corporation Act, as amended from time to time.

"**Annual Assessment**" has the meaning specified in the Declaration.

"**Board**" means the Board of Directors of the Association.

"**Bylaws**" means these Bylaws of the Association, as adopted and amended from time to time in accordance with the provisions of the Act, the Articles and the Declaration.

"**Declarant**" means Choctaw Properties L.L.C., its successors and assigns.

"**Declaration**" means the Declaration for the development, together with any and all amendments or supplements thereto.

"**Development-Wide Standard**" means the standard of conduct, maintenance or other activity general prevailing in the Development, as more specifically determined in accordance with the Declaration.

"**Member**" means each Owner, in its capacity as a member of the Association.

"**Occupant**" shall mean any person occupying all or any portion of a Residence located within the Development for any period of time, regardless of whether that person is a family member, tenant, guest or the Owner of the Residence.

"**Owner**" means the record owner (including Declarant), whether one or more persons or entities, of fee simple title to any Tract; provided, however, that where fee simple title has been transferred and is being held

merely as security for the repayment of a loan, the person or entity who would own the Tract in fee simple if the loan were paid in full shall be considered the Owner.

“Property” means the Development and any other property which may from time to time be subject to the Declaration.

“Residence” means a Structure situated upon a Tract intended for independent use and occupancy by a single family.

“Restrictions” means all covenants, restrictions, easements, charges, liens and other obligations created or imposed by Declarant, including, but not limited, to the matters contained in the Covenants, Conditions and Restrictions for The Hills of Bear Creek-Phase Three, recorded in Book 1746, Page 1283, Real Property Records of Parker County, Texas.

“Structure” means: (i) any excavation, grading, fill, ditch, diversion, drain site preparation or other thing or device which affects or alters the natural flow of surface waters from, upon or across any Tract, or which affects or alters the flow of waters in any natural or artificial creek, stream, wash or drainage channel from, upon or across any Tract.

“Tract” means any parcel of land of five or more acres conveyed by Declarant to an Owner.

2.3 **Membership.** Each and every Owner of each and every Tract within the Development shall automatically be, and must at all times remain, a Member of the Association in good standing. During the period of time in which Declarant has its Right of Appointment (referred to in these Bylaws as the **“Appointment Period”**), the Association shall have two (2) classes of Members, Class A and Class B. During the Appointment Period, the Class A Members shall include all Owners other than Declarant, and the Class B Member shall be Declarant. Upon conclusion of the Appointment Period, the Class B membership shall terminate and Declarant shall become a Class A Member.

2.4 **Voting Rights.** Each Class A Member shall be entitled to one (1) vote per Lot owned by that Class A Member. The Class B Member shall have the total number of votes as determined in accordance with the Declaration.

A Member shall not be in “good standing,” and the Board may suspend the voting rights of such Member if such person or entity is: (a) subject to the Right of Abatement by reason of having failed to take reasonable steps to remedy a violation of either the Restrictions or the Design Standards of the RRC within thirty (30) days after having received notice of same as required under the Declaration; (b) delinquent in the payment of any assessment levied by the Association pursuant to Article IV of the Declarations; or (c) in violation of Association rules and regulations relating to the use, operation and maintenance of Common Property. The Board may make such rules and regulations, consistent with the terms of the Declaration and these Bylaws, as it deems advisable for: any meeting of Members; proof of membership in the Association; the status of good standing; evidence of right to vote; the appointment and duties of examiners and inspectors of votes; the procedures for actual voting in person or by proxy; registration of Members for voting purposes; and such other matters concerning the conduct of meetings and voting as the Board shall deem fit.

ARTICLE 3

MEMBERS: MEETINGS, QUORUM, VOTING, PROXIES

3.1 **Place of Meetings.** Meetings of the Association shall be at the principal office of the Association or at such other suitable place convenient to the Members as may be designated by the Board of Directors, either within Tarrant or Parker County, Texas, or as convenient thereto as is possible and practical.

3.2 **Annual Meetings.** The first meeting of the Members, whether a regular or special meeting, shall be held within one (1) year from the date of incorporation of the Association. The next annual meeting shall be set by the Board so as to occur within forty-five (45) days after the close of the Association’s fiscal year. Subsequent regular annual meetings of the Members shall be held within forty-five (45) days of the same day of the same month of each year thereafter, at a specific date and hour set by the Board.

3.3 Special Meeting. The President may call special meetings. In addition, it shall be the duty of the President to call a special meeting of the Association if so directed by resolution of a majority of a quorum of the Board of Directors or upon a petition signed by at least thirty percent (30%) of the total votes of the Association. The notice of any special meeting shall state the date, time, and place of such meeting and the purpose thereof. No business shall be transacted at a special meeting except as stated in the notice.

3.4 Notice of Meetings. It shall be the duty of the Secretary to cause notices to be prepared concerning each annual or special meeting of the Association, stating the purpose of the special meeting, as well as the time and place where it is to be held. Quorum, notice and voting requirements of and pertaining to the Association shall be in accordance with permitted Texas law.

3.5 Waiver of Notice. Waiver of notice of any meeting of the Members shall be deemed the equivalent of proper notice. Any Member may, in writing, waive notice of any meeting of the Members, either before or after such meeting. Attendance at a meeting by a Member, whether in person or by proxy, shall be deemed waiver by such Member of notice of the time, date, and place thereof, unless such Member specifically objects to lack of proper notice at the time the meeting is called to order. Attendance at a special meeting shall also be deemed waiver of notice of all business transacted thereat unless objection to the calling or convening of the meeting, of which proper notice was not given, is raised before the business is put to a vote.

3.6 Adjournment of Meetings. If any meetings of the Association cannot be held because a quorum is not present, a majority of the Members who are present at such meeting, either in person or by proxy, may adjourn the meeting to a time not less than five (5) nor more than thirty (30) days from the time the original meeting was called. At such adjourned meeting at which a quorum is present, any business which might have been transacted at the meeting originally called may be transacted. If a time and place for the adjourned meeting is not fixed by those in attendance at the original meeting, or if for any reason a new date is fixed for the adjourned meeting after adjournment, notice of the time and place of the adjourned meeting shall be given to Members in the manner prescribed for regular meetings. The Members present at a duly called or held meeting at which a quorum is present may continue to do business until adjournment, notwithstanding the withdrawal of enough Members to leave less than a quorum, provided that any action taken shall be approved by at least a majority of the Members required to constitute a quorum.

3.7 Voting. The voting rights of the Members shall be as set forth in the Declaration and Section 2.4 above.

3.8 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 loss of good standing by any such Member or upon receipt of notice by the Secretary of the Board of the death or judicially declared incompetence of a Member or upon the expiration of eleven (11) months from the date of the proxy. A form of proxy or written ballot may provide an opportunity to specify approval or disapproval with respect to any proposal.

3.9 Majority. As used in these Bylaws, the term majority shall mean those votes totaling more than fifty (50%) percent of the total number of votes cast by voting Members in good standing attending any meeting (or represented by proxy) of the Association.

3.10 Quorum. Except as otherwise provided in these Bylaws or in the Declaration, the presence in person or by proxy of the Members holding twenty percent (20%) or more of the votes entitled to be cast shall constitute a quorum at all meetings of the Association.

3.11 Conduct of Meetings. The President (or, in the absence of the President, a Vice-President) shall preside over all meetings of the Association, and the Secretary or an Assistant Secretary shall keep the minutes of the meeting and record in a minute book all resolutions adopted at the meeting and record in a minute book all resolutions adopted at the meeting, as well as a record of all transactions occurring thereat.

3.12 Action Without a Meeting. Any action which may be taken by the vote of the voting Members at a regular or special meeting may be taken without a meeting as and to the extent permitted by applicable Texas law.

ARTICLE 4
BOARD: NUMBER, ELECTION, POWERS, MEETINGS

4.1 Governing Body; Composition. The affairs of the Association shall be governed by the Board. Except for any director appointed or nominated by Declarant, the Directors shall be Members or spouses of such Members; provided, however, no person and his or her spouse may serve on the Board at the same time.

4.2 Number of and Voting for Directors. The affairs of the Association shall be managed initially by a board of three (3) individuals appointed by Declarant under the terms of the Declaration. After the expiration of the Appointment Period, the directors shall be elected by vote of the Owners in accordance with the terms of these Bylaws and Article III of the Declaration.

Directors shall be elected for two-year terms of office and shall serve until their respective successors are elected and qualified. Any vacancy which occurs in the Board, by reason of death, resignation, removal, or otherwise, may be filled at any meeting of the Board by the affirmative vote of a majority of the remaining Directors representing the same class of Members who elected the Director whose position has become vacant. Any Director elected to fill a vacancy shall serve as such until the expiration of the term of the Director whose position he or she was elected to fill.

Unless otherwise prohibited by the Bylaws, the Board shall be entitled to have one or more private workshop meetings and to have one or more public meetings per Fiscal Year.

4.3 Nomination of Directors. Prior to each annual meeting of Members and with respect to those director positions for which Class A Members may elect, the Board shall prescribe:

(a) the opening date and the closing date of a reasonable filing period in which each and every Member who has a bona-fide interest in serving as a Director may file as a candidate for such position;

(b) that each and every Member who has properly filed shall be included within the ballot;

(c) that where three (3) or more candidates are vying for one position, election may occur by a plurality (rather than a simple majority) of the votes cast; and

(d) such other rules and regulations which may then be appropriate to conduct the nomination and election of directors in a fair, efficient and cost-effective manner. Each candidate shall be given a reasonable, uniform opportunity to communicate their qualifications to the Members and to solicit votes.

4.4 Election and Term of Office. The election process shall occur by secret ballot not less than twenty (20) days before the annual meeting of the Members, in accordance with any reasonable procedure approved (from time to time) by the Board, so that the tabulated results can be announced at the annual meeting. Directors shall be elected for two (2) year terms of office and shall serve until their respective successors are elected and qualified.

4.5 Removal of Class A Directors. This Section applies with respect to those Director(s) elected by Class A Members. At any regular or special meeting or special voting process (in lieu of a meeting) by secret written ballot of the Association duly called, where the bona-fide signatures of the Members holding at least thirty percent (30%) of the total votes of the Members appear on an appropriate petition, any one or more of the Directors may be removed, with or without cause, by a majority vote of those Members voting in person or by proxy, and a successor may then and there be elected to fill the vacancy thus created. A Director whose removal has been proposed by the Class A Members shall be given at least five (5) days notice of the calling of the meeting or the special voting process (in lieu of a meeting) and the purpose thereof and shall be given an opportunity to be heard at the meeting or to communicate his position in connection with the special voting process in lieu of a meeting. Additionally, any Director who has three (3) consecutive unexcused absences from Board meetings or who is delinquent in the payment of an assessment for more than sixty (60) days may be removed by a majority vote of the remaining Directors at a regular or special Board meeting. In the event of death or resignation of a Director, his or her

successor shall be a Member selected by a majority of the remaining Members of the Board and shall serve for the unexpired term of the predecessor.

4.6 Removal of Class B Directors. This Section applies with respect to those Director(s) nominated or appointed by the Class B Member. The Class B Member may, at any time and from time to time, remove any Director theretofore nominated or appointed by the Class B Member. In the event of the death, removal or resignation of a Class B Director, his or her successor shall be appointed by the Class B Member and shall serve for the unexpired term of the predecessor.

4.7 Voting Procedure for Directors. The election of each director position by Class A Members shall be conducted on or shortly before the next earliest applicable meeting of the Association. At such election, the Members or their proxies may cast, with respect to each such director position, as many votes as they are entitled to exercise under the provisions of the Declaration. The person(s) receiving the largest number of votes (which may be a plurality and not a majority) shall be elected. Voting for Directors shall be by secret written ballot.

4.8 Organizational Meetings. The first meeting of the members of the Board following each annual meeting of the Membership shall be held within ninety (90) days thereafter at such time and place as shall be fixed by the Board.

4.9 Regular Meetings. Regular meetings of the Board may be held at such time and place as shall be determined from time to time by a majority of the Directors, but at least two (2) such meetings shall be held during each Fiscal Year (as hereinafter defined). As used in these Bylaws, the term "Fiscal Year" means each twelve (12) month period commencing on the first day of January and ending on the last day of the following December, unless the Board shall otherwise select an alternative twelve month period. Notice of the time and place of the meeting shall be posted at a prominent place within the Property and shall be communicated to Directors not less than four (4) days prior to the meeting; provided, however, notice of a meeting need not be given to any Director who has signed a waiver of notice or a written consent to holding of the meeting. Advance notice of the meeting(s) at which the annual budget and/or the Annual Assessment are likely to be discussed shall be reasonably publicized.

4.10 Special Meetings. Special meetings of the Board shall be held when called by written notice signed by the President, Vice President, or Secretary of the Association, or by any two (2) Directors. 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 given to each Director by one of the following methods: (a) by personal delivery; (b) written notice by first class mail, postage prepaid; (c) by telephone communication, either directly to the Director or to a person at the Director's office or home who would reasonably be expected to communicate such notice promptly to the Director; or (d) by telecopy. All such notices shall be given or sent to the Director's business office and/or home address or telephone number(s) as shown on the records of the Association. Notices sent by first class mail shall be deposited into a United States mailbox at least seven (7) days before the time set for the meeting. Notices given by personal delivery, telephone, or telecopy shall be delivered, telephoned, or faxed at least seventy-two (72) hours before the time set for the meeting. Notices should be posted at a prominent place within the Property not less than seventy-two (72) hours prior to the scheduled time for the meeting.

4.11 Waiver of Notice. The transactions of any meeting of the Board, however called and noticed or wherever held, shall be as valid as though taken at a meeting duly held after regular call and notice if (a) a quorum is present, and (b) either before or after the meeting each of the Directors not present signs a written waiver of notice, a consent to holding the meeting, or an approval of the minutes. The waiver of notice or consent need to specify the purpose of the meeting. Notice of a meeting shall also be deemed given to any Director who attends the meeting without protesting before or at its commencement about the lack of adequate notice.

4.12 Quorum of Board of Directors. At all meetings of the Board, a majority of the Directors shall constitute a quorum for the transaction of business, and the votes of a majority of the Directors present at a meeting at which a quorum is present shall constitute the decision of the Board. A meeting at which a quorum is initially present may continue to transact business, notwithstanding the withdrawal of Directors, if any action taken is approved by at least a majority of the required quorum for that meeting. At such adjourned meeting at which a quorum is present, any business which might have been transacted at the meeting originally called may be transacted without further notice.

4.13 Compensation. Unless otherwise approved in advance by a majority vote of those Class A Members present (or represented by proxy) and by the Class B Member (if that membership class still exists), at a regular or special meeting of the Association, no Director shall receive any compensation from the Association for acting as such.

4.14 Conduct of Meetings. The President (or, in the President's absence, a Vice-President) shall preside over all meetings of the Board of Directors, and the Secretary or an Assistant Secretary shall keep a minute book of the Board, recording therein all resolutions adopted by the Board and a record of all transactions and proceedings occurring at such meetings.

4.15 Open Meetings. All meetings of the Board (excluding workshop meetings and meetings to discuss personnel, litigation and other similar confidential matters) shall to the extent possible be open to all Members, but Members other than Directors may not participate in any discussion or deliberation except as follows in accordance with a format approved by the Directors from time to time:

(a) the Directors shall publish a meeting agenda and permit Members a reasonable opportunity to express their opinions concerning such agenda matters prior to taking any formal action; and

(b) the Directors shall allow an "open" or "new business" portion of the meeting in which any Member can express his/her opinion concerning any new or previously non-discussed matter.

The Directors shall at all times have the right to reasonably limit the number of speakers, the time limit for each presentation and speaker, and to adopt other rules of efficiency and decorum.

4.16 Executive Session and Workshops. 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, and other business of a similar confidential nature. The nature of any and all business to be considered in executive session shall first be announced in open session. The Board may also attend "workshop" meetings or sessions to discuss long-range concepts, receive educational assistance and training and the like, provided no official action of any sort is taken.

4.17 Action Without a Formal Meeting. Any action to be taken at a meeting of the Directors or any action that may be taken at a meeting of the Directors may be taken without a meeting if a consent in writing, setting forth the action so taken, shall be signed by all the Directors. An explanation of the action taken shall be posted at a prominent place or places within the Property within three (3) days after the written consents of all the Board members have been obtained.

4.18 Powers. The Board shall be responsible for the affairs of the Association and shall have all the powers and duties necessary for the administration of the Association's affairs and, as provided by law, may do all acts and things as are not by the Declaration, Articles, or these Bylaws directed to be done and exercised exclusively by the Members. The Board may delegate to one or more of its members the authority to act on behalf of the Board on all matters relating to the duties of, and/or matters directly or indirectly pertaining to the Managing Agent, if any, which might arise between meetings of the Board. In addition to the duties imposed by these Bylaws or by any resolution of the Association that may be hereafter adopted, the Board shall have the power to and be responsible for the following, in way of explanation, but not limitation:

(a) preparation and adoption of an annual budget in which there shall be established the Annual Assessment rate charge;

(b) making assessments to defray the common expenses, establishing the means and methods of collecting such assessments, and establishing the period of any installment payments of the Annual Assessment;

(c) providing for the operation, care, upkeep, and maintenance of all the Common Property;

(d) designating, hiring, and dismissing the personnel necessary for the maintenance, operation, repair, and replacement of the Association, its property, and the Common Property and, where appropriate, providing for the compensation of such personnel and for the purchase of equipment, supplies, and material to be used by such personnel in the performance of their duties;

(e) collecting the assessments, depositing the proceeds thereof in a depository which it shall approve, and using the proceeds to administer the Association;

(f) making and amending rules and regulations;

(g) opening of bank accounts and/or banking-type accounts on behalf of the Association (giving, at all times, first preference to the Declarant) and designating the signatories required;

(h) making or contracting for the making of repairs, additions, and improvements to or alterations of the Common Property in accordance with the other provisions of the Declaration, the Restrictions and these Bylaws after damage or destruction by fire or other casualty;

(i) enforcing by legal means the provisions of the Declaration, the Restrictions, these Bylaws, and the rules and regulations adopted by it and bringing any proceedings which may be instituted on behalf of or against the Members concerning the Association;

(j) obtaining and carrying insurance against casualties and liabilities, as provided in the Declaration, and paying the premium cost thereof;

(k) paying the cost of all services rendered to the Association or its Members; and

(l) keeping books with reasonably detailed accounts of the receipts and expenditures affecting the Association and its administration, specifying the maintenance and repair expenses and any other expenses incurred. The said books and vouchers accrediting the entries thereupon shall be available for examination by the Members and bona-fide mortgagees, their respective duly authorized agents, accountants, or attorneys, during general business hours on working days at the time and in a manner that shall be set and announced by the Board for the general knowledge of the Members; and

(m) filing all requisite forms, documents and information with taxing authorities; and

(n) permit utility suppliers to use portions of the Common Property reasonably necessary to the ongoing development or operation of the Subdivision.

4.19 Managing Agent. The Board may employ for the Association a professional management agent(s) or executive manager (each and all of whom will be sometimes referred to herein as the “**Managing Agent**”) at a compensation established by the Board of Directors to perform such duties and services as the Board of Directors shall authorize. The Managing Agent shall provide the Board and the officers with reasonable reports, prepared not less than once a quarter, concerning the affairs of the Association. The Board may delegate to the Managing Agent some of the powers granted to the Board for the routine operation of the Association. While the Managing Agent may formulate data and make recommendations to the Board, the final powers envisioned by subparagraphs (a), (b), (f), (g) and (i) in Section 4.18 shall be exclusively exercised by the Board. The Declarant, or an affiliate of the Declarant, may be employed as Managing Agent. No management contract may have a term in excess of three (3) years and, where the Declarant or an affiliate of the Declarant is the Managing Agent, must permit termination by either party without cause and without any materially adverse termination fee upon at least ninety (90) days advance written notice of such termination.

4.20 Accounts and Reports. The following management standards of performance will be followed unless the Board by resolution specifically determines otherwise:

(a) cash or accrual accounting (as determined by the Board from time to time) shall be employed;

(b) accounting and controls should generally conform with established American Institute of Certified Public Accountants (AICPA) guidelines and principles; (a segregation of accounting duties should be maintained, and disbursements by check shall require at least one (1) signature);

(c) cash accounts of the Association shall not be commingled with any other accounts;

(d) excluding the regular business activities of the Declarant, no remuneration shall be accepted by the Managing Agent from vendors, independent contractors, or others providing goods or services to the Association, whether in the form of commissions, finder's fees, service fees, prizes, gifts, or otherwise; any thing of value received shall benefit the Association;

(e) any financial or other interest which the Managing Agent (excluding the Declarant and its affiliates) may have in any firm providing goods or services to the Association shall be disclosed promptly to the Board; and

(f) commencing at the end of the Fiscal Year in which the first Residence is sold and closed, annual financial reports shall be prepared for the Association containing:

(i) an income statement reflecting all income and expense activity for the preceding twelve (12) months on a cash or accrual basis, as the Board may prescribe;

(ii) an expense and disbursement statement reflecting all receipt and disbursement activity for the preceding twelve (12) months on a cash or accrual basis, as the Board may prescribe;

(iii) an account status report reflecting the status of all accounts in an actual versus approved budget format with a budget report reflecting any actual or pending obligations which are in excess of budgeted amounts by an amount exceeding the operating reserves or ten (10%) percent of a major budget category (as distinct from a specific line item in an expanded chart of accounts);

(iv) a balance sheet as of the last day of the Association's Fiscal Year and an operating statement for said Fiscal Year which shall be made available for distribution within ninety (90) days after the close of a Fiscal Year; and

(v) a delinquency report listing all Members who have been delinquent during the preceding twelve (12) month period in paying the assessments and who remain delinquent at the time of the report and describing the status of any action to collect such amounts which remain delinquent.

The Managing Agent shall prepare quarterly reports, generally containing the data and information described above, for submission to the Board.

4.21 Borrowing. Subject to the terms of the Declaration, the Board shall have the power to borrow money, without the specific approval of the Members of the Association, for the purpose(s) of:

(a) operations, capital improvements, repair, replacement or restoration of Common Property where such proposed borrowing has been theretofore reflected in an annual budget of the Association; and

(b) modifying, improving or adding amenities, where the total amount of such borrowing would exceed twenty-five percent (25%) of the budgeted gross expenses of the Association for that Fiscal Year provided that any such borrowing proposal shall have the affirmative approval of at least two-thirds (2/3) of the individuals comprising the Board.

4.22 Rights of the Association. With respect to the Common Property, and in accordance with the Declaration and to the maximum extent permitted by applicable law, the Association shall have the right to contract with any person for the performance of various duties and functions.

4.23 Hearing Procedure. The Board shall, from time to time and at times, have the right to prescribe the procedures for the conduct of a hearing and other similar "due process" matters. Until and unless further amended, modified, revised, clarified or repealed and replaced by the Board, the following provisions shall be applicable. The Board shall not impose a fine, suspend voting, initiate a legal proceeding (unless extraordinary circumstances exist) or infringe upon any other rights of a Member or Occupant for violations of the Declaration or any rules adopted by the Board (other than the obligation to pay assessments) unless and until the following procedure is followed:

(a) Demand. Written demand to cease and desist from an alleged violations be given to the alleged violator specifying:

- (i) the alleged violation;
- (ii) the action required to abate the violation; and
- (iii) a time period, not less than five (5) days, during which the violation must be abated without incurring further sanctions, if such violation is a continuing one, or a statement that any further violation of the same rule may result in the imposition of a sanction if the violation is not a continuing one.

(b) Notice. At any time within twelve (12) months of such demand, if the violation continues past the period allowed in the demand for abatement without penalty or if the same rule is subsequently violated, the Board or its delegate shall furnish the violator with written notice of a hearing to be held by the Board (in executive session) or its delegate. The notice shall contain:

- (i) the nature of the alleged violation;
- (ii) the time and place of the hearing, which time shall not be less than five (5) days from the giving of the notice;
- (iii) an invitation to attend the hearing and produce any statement, evidence, or witness on behalf of the alleged violator; and
- (iv) the proposed sanction to be imposed.

(c) Hearing. The hearing shall be held in executive session pursuant to notice and afford the Member or Occupant a reasonable opportunity to be heard. Prior to the effectiveness of any sanction hereunder, proof of notice and the invitation to be heard shall be placed in the minutes of the meeting. Such proof shall be deemed adequate if a copy of the notice, together with a statement of the date and manner of delivery, is entered by the officer, Director, or agent who delivered such notice. The notice requirement shall be deemed satisfied if the alleged violator appears at the meeting. The minutes of the meeting shall contain a written statement of the results of the hearing and the sanction, if any, imposed.

(d) Delegation. The Board may, at any time and from time to time, appoint a "Restrictions Committee" and delegate to that Committee the powers, duties and responsibilities described within subparagraphs (a), (b) and (c) above. Following a hearing before the Restrictions Committee, the violator shall have the right to appeal the decision of the Restrictions Committee to the Board in accordance with procedures then prescribed by the Board.

ARTICLE 5 OFFICERS

5.1 Officers. The officers of the Association may include a President, Vice President, Secretary, Treasurer and such other officers, including one or more Assistant Secretaries and one or more Assistant Treasurers, as the Board shall deem desirable, such officers to have the authority and to perform the duties prescribed from time to time by the Board. Any two or more offices may be held by the same person, excepting the offices of President and Secretary. Any member of the Board, or of the Managing Agent or of the Declarant may serve as an officer.

5.2 Election, Term of Office, and Vacancies. The officers of the Association shall be elected annually by the Board at the first meeting of the Board of Directors following each annual meeting of the Members. A vacancy in any office arising because of death, resignation, removal, or otherwise may be filled by the Board for the unexpired portion of the term.

5.3 Removal. Any officer may be removed by the affirmative vote on a majority of the Board whenever in their judgment the best interest of the Association will be served thereby.

5.4 Powers and Duties. The officers of the Association shall each have such powers and duties as generally pertain to their respective offices, as well as such powers and duties as may from time to time be specifically conferred or imposed by the Board. The President shall be the chief executive officer of the Association. The Treasurer shall have primary responsibility for the preparation of the annual budget as provided for hereinabove and may delegate all or part of the preparation and notification duties to a finance committee, Managing Agent, or both.

5.5 Resignation. 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 the 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.

5.6 Agreements, Contracts, Deeds, Leases, Checks. All agreements, contracts, deeds, leases, checks, and other instruments of the Association shall be executed by at least one (1) officer or by such other person or persons as may be designated by resolution of the Board.

ARTICLE 6 COMMITTEES

6.1 General. Committees to perform such tasks and to serve or such periods as may be designated by a resolution adopted by a majority of the Directors present at a meeting at which a quorum is present are hereby authorized. Such committees shall perform such duties and have such powers as may be provided in the resolution. Each committee shall operate in accordance with the terms of the resolution of the Board designating the committee or with rules adopted by the Board. The Board shall appoint the chairperson for each committee who shall preside at its meetings and who shall be responsible for transmitting any and all communications to the Board.

ARTICLE 7 MISCELLANEOUS

7.1 Fiscal Year. The initial fiscal year of the Association shall commence on March 14, 2002.

7.2 Parliamentary Rules. Except as may be modified by Board resolution establishing modified procedures, Robert's Rules of Order (current edition) shall govern the conduct of the Association proceedings when not in conflict with Texas law, the Articles of Incorporation, the Declaration, or these Bylaws.

7.3 Conflicts. If there are conflicts or inconsistencies between the provisions of Texas law, the Articles of Incorporation, the Declaration or these Bylaws, then the provisions of Texas law, the Declaration, the Articles of Incorporation, and the Bylaws (in that order) shall prevail.

7.4 Books and Records.

(a) Inspection by Members. The membership register, books of account, and minutes of meetings of the Members, the Board, and committees shall be made available for inspection and copying by any Member of the Association or by his or her duly appointed representative at any reasonable time and for a proper purpose reasonably related to his or her interest as a Member at the office of the Association or at such other place as the Board shall prescribe.

(b) Rules for Inspection. The Board may establish reasonable rules with respect to:

- (i) notice to be given to the custodian of the records by the Member desiring to make the inspection;
- (ii) hours and days of the week when such an inspection may be made;
- (iii) payment (or prepayment) of the cost of reproducing copies of documents requested by a Member; and
- (iv) maintenance of confidentiality with respect to records.

(c) 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 properties owned or controlled by the Association. The right of inspection by a Director includes the right to make reasonable extracts and copies of documents at the expense of the Association.

7.5 Amendments. The power and authority to alter, amend or repeal the Bylaws, or to adopt new Bylaws, has been delegated by the Members to the Board of Directors.

* * * * *

We, the undersigned, being all the existing Directors of The Hills of Bear Creek-Phase Three Homeowners' Association, Inc., do hereby certify that we hereby assent to the foregoing Bylaws and hereby adopt the same as the Bylaws of the Association effective as of March 14, 2002.

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

**The Hills of Bear Creek-Phase Two and
Phase Three Homeowners' Association,
Inc.**

By: Robert M. Wales
Name: Robert M. Wales
Title: President HDA

ACKNOWLEDGMENT

STATE OF TEXAS

COUNTY OF PARKER

BEFORE ME, the undersigned authority, on this day personally appeared Robert M. Wales, the President of **The Hills of Bear Creek-Phase Two and Phase Three Homeowners' 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 purposed and consideration therein expressed on behalf of said corporation.

SUBSCRIBED AND SWORN TO BEFORE ME on this 27 day of January, 2012

Oran W. Branner
Notary Public of Texas



Exhibit A

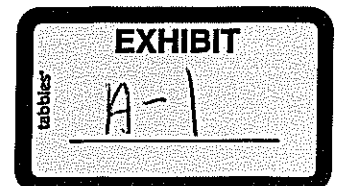
List of Documents to be Recorded

- A-1. Document Inspection and Copying Policy:**
- A-2. Document Retention Policy:**
- A-3. Application of Payments Policy:**
- A-4. Alternate Payment Plan Policy:**
- A-5. Guidelines for Religious Displays:**
- A-6. Guidelines for Solar Energy Devices:**
- A-7. Guidelines for Roofing Materials:**
- A-8. Guidelines for Rainwater Collection Devices:**
- A-9. Guidelines for Flag Displays:**
- A-10. Covenant and Restrictions Enforcement and Fining Policy**
- A-11. Bylaws**

DOCUMENT INSPECTION AND COPYING POLICY

In order to comply with the procedures set forth by Chapter 209.005 of the Texas Property Code, the Board of Directors 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. It is the intent of the Association to comply with the law to the extent it is valid and effective. It is not the intent of the Association to change the governing documents of the Association that were not legally affected by the statute.

1. Purpose: The purpose of this Policy is to establish procedures for the inspection of Association records and notify Owners of the costs to be incurred for the production and reproduction of the Association's books and records in response to a written request.
2. Owners, or their designated representatives, may have access to the Association records upon submission of a written request to the Association by certified mail to the mailing address of the Association or its authorized representative as listed in the current management certificate. The request must contain sufficient detail as to the books and records to be inspected.
3. The Association's books and records are those records designated by Section 209.005 of the Texas Property Code.
4. The Association will keep the following records confidential: violation histories of owners, owners personal financial information, owners contact information other than address, and association personnel files.
5. The written request must specify whether the Owner wants to inspect before obtaining copies, or have the Association forward copies.
6. If inspection is requested, within ten (10) business days of receipt of written request, Association must send written notice of dates during normal business hours that the Owner may perform the inspection.
7. If copies are requested, Association shall produce copies within ten (10) business days from the date of the receipt of the request. If Association can not produce copies within ten (10) business days, Association shall notify the Owner within the ten (10) business day window and then produce the requested records within fifteen (15) business days of giving notice to Owner. The Association may produce all requested books and records in hard copy, electronic format, or other format readily available to the Association.
8. Owners are responsible for the costs of producing and copying Association records in accordance with the cost schedule below. The Association will estimate the costs for producing records prior to producing.
9. Inspection shall take place at the office of the Association's management company or such other location as the Association designates during normal business hours. No



Owner, or designated representative, shall remove original records from the location where inspection takes place nor alter the records in any manner.

10. 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. Standard paper copy. The charge for standard paper copies reproduced by means of an office machine copier or a computer printer is \$.10 per page or part of a page. Each side that has recorded information is considered a page.
 - B. Nonstandard copy. The charges in this subsection are to cover the materials onto which information is copied and do not reflect any additional charges, including labor, that may be associated with a particular request. The charges for nonstandard copies are:
 - C. Diskette--\$1.00;
 - D. Magnetic tape--actual cost
 - E. Data cartridge--actual cost;
 - F. Tape cartridge--actual cost;
 - G. Rewritable CD (CD-RW)--\$1.00;
 - H. Non-rewritable CD (CD-R)--\$1.00;
 - I. Digital video disc (DVD)--\$3.00;
 - J. JAZ drive--actual cost;
 - K. Other electronic media--actual cost;
 - L. VHS video cassette--\$2.50;
 - M. Audio cassette--\$1.00;
 - N. Oversize paper copy (e.g.: 11 inches by 17 inches, greenbar, bluebar, not including maps and photographs using specialty paper)\$\$.50;
 - O. Specialty paper (e.g.: Mylar, blueprint, blueline, map, photographic)actual cost.
 - P. Labor charge for programming. If a particular request requires the services of a programmer in order to execute an existing program or to create a new program so that requested information may be accessed and copied, the Association may

charge for the programmer's time. The hourly charge for a programmer is \$28.50 an hour.

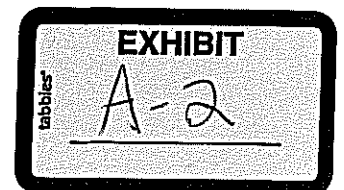
- Q. The charge for labor costs incurred in processing a request for information is \$15 an hour. The labor charge includes the actual time to locate, compile, manipulate data, and reproduce the requested information. A labor charge shall not be billed in connection with complying with requests that are for 50 or fewer pages of paper records, unless the documents to be copied are located in a remote storage facility.
 - R. When confidential information is mixed with public information in the same page, a labor charge may be recovered for time spent to redact, blackout, or otherwise obscure confidential information in order to release the public information. A labor charge shall not be made for redacting confidential information for requests of 50 or fewer pages.
 - S. Overhead charge. 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. If an Association chooses to recover such costs, a charge shall be made in accordance with the methodology described in paragraph (ii) of this subsection.
 - i. An overhead charge shall not be made for requests for copies of 50 or fewer pages of standard paper records.
 - ii. The overhead charge shall be computed at 20% of the charge made to cover any labor costs associated with a particular request. (Example: if one hour of labor is used for a particular request, the formula would be as follows: Labor charge for locating, compiling, and reproducing, \$15.00 x .20 = \$3.00).
 - T. Miscellaneous supplies. The actual cost of miscellaneous supplies, such as labels, boxes, and other supplies used to produce the requested information, may be added to the total charge.
 - U. Postal and shipping charges. An Association may add any related postal or shipping expenses which are necessary to transmit the reproduced information to the requesting party.
 - V. These charges are subject to periodic reevaluation and update.
11. The Association may require the Owner requesting documents to pay the estimated costs associated with production and copying in advance. If the estimated cost is different than the actual cost, the Association shall submit a final invoice to the Owner on or before thirty (30) business days 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.

DOCUMENT RETENTION POLICY

In order to comply with the procedures set forth by Chapter 209.005 of the Texas Property Code, the Board of Directors is required to adopt a document retention policy that prescribes the time periods by which Association documents and records must be retained. It is the intent of the Association to comply with the law to the extent it is valid and effective. It is not the intent of the Association to change the governing documents of the Association that were not legally affected by the statute.

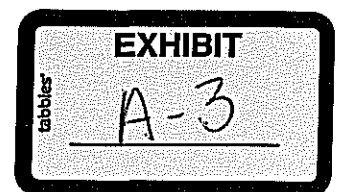
1. The purpose of this policy is to ensure that the necessary documents of the Association are protected and maintained.
2. The Association is in charge of administering the Policy. The Board is authorized to make changes from time to time to ensure it is in compliance with all applicable laws.
3. This policy applies to all hard copy records as well as all electronic records.
4. Documents are to be retained as follows:
 - A. Governing Documents: will be retained permanently.
 - B. Financial Records: will be retained for 7 years.
 - C. Owners Account Records: will be retained for 5 years.
 - D. Contracts: will be retained for 4 years after the end of the contract terms.
 - E. Meeting Minutes: will be retained for 7 years.
 - F. Tax returns and audit records: will be retained for 7 years.
5. If the Association is served with a subpoena, becomes aware of potential pending litigation concerning or involving the Association, or becomes aware of a governmental investigation or audit concerning the Association, all documents relevant to any such claim, audit or investigation will be retained indefinitely, or until conclusion of the matter or until such time as the Board of Directors shall decide.



APPLICATION OF PAYMENTS POLICY

In order to comply with the procedures set forth by Chapter 209.0063 of the Texas Property Code, the Board of Directors is required to adopt an application of payments policy that prescribes the manner in which payments made to delinquent accounts shall be applied. It is the intent of the Association to comply with the law to the extent it is valid and effective. It is not the intent of the Association to change the governing documents of the Association that were not legally affected by the statute.

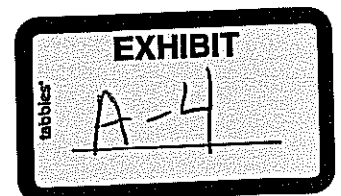
1. The purpose of this policy is to comply with all applicable laws and to provide a uniform and consistent way to apply payments to Owner accounts.
2. Except as otherwise authorized by law, payment received by the Association from an Owner shall be applied to the Owners account in the following order of priority:
 - a. Any delinquent assessment;
 - b. Any current assessment;
 - c. Attorney's fees or 3rd party collection costs incurred by the Association solely for assessments or any other charge that could provide the basis for foreclosures;
 - d. Attorney's fees incurred by the Association that are not subject to the preceding subpart;
 - e. Fines; and
 - f. Any other amount owed to the Association
3. If at the time a payment is received from an Owner, an Owner is in default under a payment plan, the Association is not required to apply the payment as set forth above, except that fines may never be given priority over any other amount owed to the Association.



ALTERNATE PAYMENT PLAN POLICY

In order to comply with the procedures set forth by Chapter 209.0065 of the Texas Property Code, the Board of Directors is required to adopt an alternate payment plan policy that prescribes the established guidelines regarding an alternate payment schedule for delinquent Owners. It is the intent of the Association to comply with the law to the extent it is valid and effective. It is not the intent of the Association to change the governing documents of the Association that were not legally affected by the statute.

1. The purpose of this Policy is to assist Owners in managing their delinquent assessments and fees and remain current on the payment of those amounts owed to the Association by providing a uniform and orderly procedure by which Owners can make payments to the Association.
2. Only the Owner of record can enter into a payment plan.
3. The Association will accept payment plans in which the delinquent balance should be paid in full within a minimum term of three (3) months or a maximum term of eighteen (18) months. The Board of Directors shall have discretion to decide the length of the term.
4. The Association Board of Directors will consider alternate payment plan terms, if the homeowner presents the alternate terms in writing and the Owner has not failed to honor the terms of a previous payment plan within the last two (2) years.
5. The Association Board of Directors will notify the homeowner, directly, or through its managing agent, of acceptance/denial of payment plan schedule. If accepted, Owner must submit a signed payment plan along with the initial payment to the designated address.
6. If the Association bills an Assessment, Special Assessment, or other applicable Association fee, it must be paid in full within thirty (30) days, and is not to be included in the payment plan schedule.
7. If an Owner requires a payment plan for a Special Assessment, or other applicable Association fee, and does not have a delinquent balance, a payment plan can be entered into that ensures the balance due is paid prior to the next scheduled Assessment, or Special Assessment (if applicable).
8. Owner payments are to be received by the 15th day of each month, unless otherwise approved by the Association Board of Directors or its managing agent.
9. If payments are submitted in accordance with the payment plan guidelines, the Owners account will not incur additional late fees but may continue to incur interest. The Association may charge a reasonable fee to negotiate, establish and initiate a payment



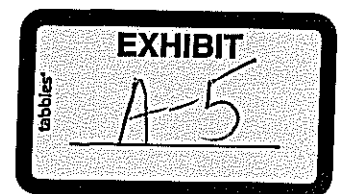
plan and charge a monthly fee to administer the plan for the duration of the payment plan.

10. If the payment plan goes into default, a subsequent payment **plan** may not be approved by the Board of Directors for a period of two (2) years.

RELIGIOUS ITEM DISPLAY GUIDELINES

In order to comply with the procedures set forth by Chapter 202.018 of the Texas Property Code which precludes Associations from adopting or enforcing a restrictive covenant which governs an Owner 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. It is the intent of the Association to comply with the law to the extent it is valid and effective. It is not the intent of the Association to change the governing documents of the Association that were not legally affected by the statute.

1. Pursuant to Section 202.018 of the Texas Property Code, the Association is permitted to adopt certain limitations on the display of religious items.
2. An Owner or resident may not display or affix a religious item on the entry to the Owner or resident's dwelling which:
 - A. Threatens the public health or safety;
 - B. Violates a law;
 - C. Contains language, graphics or any display that is patently offensive to passerby;
 - D. 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
 - E. Individually or in combination with each other religious item displayed or affixed on the entry door or door frame has a total size greater than 25 square inches;
 - F. Violates any deed restrictions that do not conflict with this statute.
3. The Owner must still use colors and materials for their entry doors and door frames that comply with the deed restrictions and must not alter their entry door or door frame in a way that violates the deed restrictions.
4. The Association may remove an item that violates these guidelines.



SOLAR ENERGY DEVICE GUIDELINES

In order to comply with the procedures set forth by Chapter 202.010 of the Texas Property Code which precludes Associations from adopting or enforcing a complete prohibition on solar energy devices, the Association has adopted certain limitations on solar energy devices. It is the intent of the Association to comply with the law to the extent it is valid and effective. It is not the intent of the Association to change the governing documents of the Association that were not legally affected by the statute.

1. For purposes of the Association, the term "solar energy device" means a system or series of mechanisms designed primarily to provide heating or cooling or to produce electrical or mechanical power by collecting and transferring solar-generated energy. The term includes a mechanical or chemical device that has the ability to store solar-generated energy for use in heating or cooling or in the production of power.
2. Solar energy devices may not be installed without prior written approval of the Architectural Control Committee (ACC), or its equivalent.
3. An Owner may not install a solar energy device that:
 - A. As adjudicated by a court, threatens the public health or safety; or violates a law;
 - B. Is located on property owned or maintained by the Association;
 - C. Is located on property owned in common by the members of the Association;
 - D. Is located in an area on the Owner's property other than on the roof of the home or of another structure allowed under a dedicatory instrument; or in a fenced yard or patio owned and maintained by the Owner;
 - E. If mounted on the roof of the home:
 - i. Extends higher than or beyond the roofline;
 - ii. 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;
 - iii. Does not conform to the slope of the roof and has a top edge that is not parallel to the roofline; or
 - iv. 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;
 - F. If located in a fenced yard or patio, is taller than the fence line;
 - G. As installed, voids material warranties; or
 - H. 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.
 - I. Substantially interferes with the use and enjoyment of land by causing unreasonable discomfort or annoyance to persons of ordinary sensibilities. The written approval of the proposed placement of the device by all Owners of



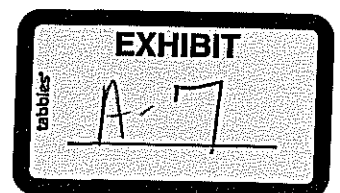
adjoining property constitutes prima facie evidence that such a condition does not exist.

4. During the development period, if applicable, Declarant can prohibit all solar energy devices.

ROOFING MATERIAL GUIDELINES

In order to comply with the procedures set forth by Chapter 202.011 of the Texas Property Code which precludes Associations from adopting or enforcing a complete prohibition on certain roofing materials, the Association has adopted certain limitations on certain roofing materials. It is the intent of the Association to comply with the law to the extent it is valid and effective. It is not the intent of the Association to change the governing documents of the Association that were not legally affected by the statute.

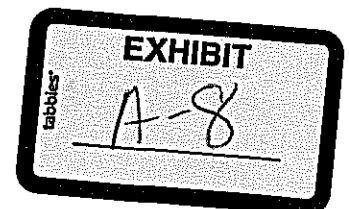
1. The roofing materials described below may not be installed without prior written approval of the Architectural Control Committee (ACC) or its equivalent.
2. The Association shall not prohibit an Owner who is otherwise authorized to install shingles on the roof of the Owner's property from installing shingles that;
 - A. Are designed to:
 - i. Be wind and hail resistant;
 - ii. Provide heating and cooling efficiencies greater than those provided by customary composite shingles;
 - iii. Provide solar generation capabilities; and
 - B. When installed:
 - i. Resemble the shingles used or otherwise authorized for use on property in the subdivision;
 - ii. Are more durable than and are of equal or superior quality to the shingles described by above; and
 - iii. Match the aesthetics of the property surrounding the Owner's property.



RAINWATER COLLECTION DEVICE GUIDELINES

In order to comply with the procedures set forth by Chapter 202.007 of the Texas Property Code which precludes Associations from adopting or enforcing certain prohibitions or restrictions on rain barrels and rain harvesting systems, the Association has adopted certain limitations on rain barrels and rain harvesting systems. It is the intent of the Association to comply with the law to the extent it is valid and effective. It is not the intent of the Association to change the governing documents of the Association that were not legally affected by the statute.

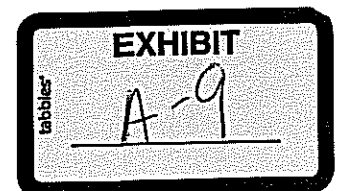
1. Rain barrels and rain harvesting systems may not be installed without prior written approval of the Architectural Control Committee (ACC), or its equivalent.
2. An Owner may not install a rain barrel or rainwater harvesting system if:
 - A. The property is: (i) Owned by the Association; (ii) Owned in common by the members of the Association; or (iii) Located between the front of the Owner's home and an adjoining or adjacent street; or
 - B. The barrel or system: (i) Is of a color other than a color consistent with the color scheme of the Owner's home; or (ii) Displays any language or other content that is not typically displayed by such a barrel or system as it is manufactured.
3. 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:
 - A. The restriction does not prohibit the economic installation of the device or appurtenance on the Owner's property; and
 - B. There is a reasonably sufficient area on the Owner's property in which to install the device or appurtenance.
4. 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.
5. Rain barrels or rainwater harvesting systems should generally be designed to be unobtrusive in location and appearance and must not cause drainage problems to the property or its neighbors.



FLAG DISPLAY GUIDELINES

In order to comply with the procedures set forth by Chapter 202.011 of the Texas Property Code which precludes Associations from adopting or enforcing certain prohibitions or restrictions on certain flag displays, the Association has adopted certain limitations on flag displays. It is the intent of the Association to comply with the law to the extent it is valid and effective. It is not the intent of the Association to change the governing documents of the Association that were not legally affected by the statute.

1. An Owner or resident may display:
 - A. The flag of the United States of America;
 - B. The flag of the State of Texas; or
 - C. An official or replica flag of any branch of the United States armed forces.
2. An Owner may only display a flag described above if such display meets the following criteria:
 - A. A flag of the United States must be displayed in accordance with 4 U.S.C. Sections 5-10;
 - B. A flag of the State of Texas must be displayed in accordance with Chapter 3100 of the Texas Government Code;
 - C. 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;
 - D. 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;
 - E. A display 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;
3. The Association hereby adopts the following additional restrictions on the display of flags on an Owner's lot:
 - A. An Owner may not install a flagpole which is greater than twenty feet (20') in height, and must be equipped to minimize halyard noise;



- B. An Owner may not install more than one flagpole on the Owner's property. A flagpole can either be securely attached to the face of the dwelling or be a freestanding flagpole;
- C. Any flag displayed must not be greater than 4 x 6 in size;
- D. An Owner may not install lights to illuminate a displayed flag which, due to their size, location or intensity, constitute a nuisance;
- E. An Owner may not locate a displayed flag or flagpole on property that is:
 - i. Owned or maintained by the Association; or
 - ii. 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 Committee (ACC). 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 the displayed flag).

HILLS OF BEAR CREEK PHASE II & PHASE III HOMEOWNERS ASSOCIATION

COVENANT AND RESTRICTIONS ENFORCEMENT AND FINING POLICY

WHEREAS, the Board of Directors (the "Board") of **The Hills of Bear Creek Phase II & Phase III Homeowners Association** (the "Association"), in accordance with state law, finds there is a need to establish and legally record orderly procedures for the enforcement of the restrictive covenants set forth in the association's declaration of covenants & easements, restrictions and bylaws, as amended from time to time (the "Declaration") and for the levying of fines against violating owners. It is intended to clarify and update existing governing documentation to bring it into compliance with state law and replaces any prior violations and fining policy that may have been previously approved by the Board as an amendment to the Bylaws of the Hills of Bear Creek Phase II & Phase III Homeowners Association.

NOW, THEREFORE, IT IS RESOLVED that the following procedures and practices are now established for the enforcement of the restrictive covenants of the Declaration and for the elimination of violations of such provisions found to exist in, on and about the lots within and the same are to be known as the "Covenant Enforcement and Fining Policy" (to be referred to herein as the ("Enforcement Policy")) of the Association in the discharge of its responsibilities for determination and enforcement of remedies for violations within the Hills of Bear Creek Phase II & Phase 3:

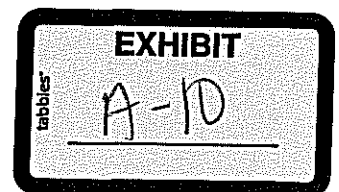
1. Establishment of Violation. Any condition, use, activity or improvement which does not comply with the provisions of the Declaration, Bylaws or the rules and regulations of the Association, shall constitute a "Violation" under this Policy for all purposes.

2. Report of Violation. The existence of a Violation will be verified by a field observation conducted by the Board or its delegate. For the purpose of this Enforcement Policy, the delegate of the Board may include an officer or member of the Board, a member of any committee established by the Board for this purpose a third-party violations control officer hired periodically explicitly for this purpose. A timely written report shall be prepared by the field observer for each Violation which will include the following information:

a. Identification of the nature and description of the Violation(s), including documenting photograph of such violation if applicable.

b. Identification by street address and/or legal description, if available, of the Affected Lot on which the Violation exists.

c. Date of the verification observation and name of the person making such observation.



At the same time that the field observation report is prepared, the Board or its delegate may forward to the Owner of the Affected Lot in question written notice via email and regular first-class mail or via postcard of the discovery of a Violation(s) (the "Courtesy Notice"). The Owner will have at least ten (10) days from the date of the Courtesy Notice to correct or eliminate the Violation(s). The Board or its delegate may, in lieu of this notice, proceed immediately to the notice set forth in Paragraph 3 below.

3. 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 Affected Lot in question written notice of the Violation(s) by email if possible, regular first-class mail or personal delivery and by certified mail, return receipt requested (the "Notice of Violation").

A Notice of Violation is not required if the alleged violator received a Notice of Violation relating to a similar Violation within six (6) months of the current Violation and was given a reasonable opportunity to cure the prior Violation. 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 Final Notice of Violation & Fine described in Paragraph 4 below.

The Notice of Violation, if required, will state the following:

- a. The nature, description and location of the Violation, including any property damage caused by the Owner, photograph if applicable.
- b. The authority for establishing the Violation, including the authority for recovering property damages caused by the Owner.
- c. The proposed sanction to be imposed, including the amount of any fine or the amount claimed to be due from the owner for property damage.
- d. If the Violation is corrected or eliminated within a reasonable time after the Owner's receipt of the Notice of Violation, as specified by the Board or its delegate, that a fine will not be assessed and that no further action will be taken.
- e. The recipient may, on or before thirty (30) days from the receipt of the Notice of Violation, deliver to the Association a written request for a hearing.
- f. If the Violation is not corrected or eliminated within the time period specified in the Notice of Violation, or if 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 delineated in the Notice of Violation may be imposed and that any attorney's fees and costs will be charged to the Owner.
- g. If a hearing is timely requested and is held before a delegate of the Board, that the Owner may appeal the decision of the delegate to the Board.

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

5. Request for a Hearing. If the Owner challenges the proposed action by timely requesting a hearing, the hearing shall be held in executive session of the Board or by its delegate affording the alleged violator a reasonable opportunity to be heard. Such hearing shall be held no later than the 30th day after the date the Board receives the Owner's request for a hearing. Prior to the effectiveness of any sanction hereunder, proof of proper notice of the hearing shall be placed in the minutes of the meeting. Such proof shall be deemed adequate if a copy of the notice, together with a statement of the date and manner of delivery, is entered by the officer, director, agent or delegate who delivered such notice. The notice requirement shall be deemed satisfied if the alleged violator appears at the meeting. The notice of the hearing shall be sent no later than the 10th day before the date of the hearing.

a. The Association or the Owner may request a postponement, and, if requested, a postponement shall be granted for a period of not more than twenty (20) days. The minutes of the executive session or hearing shall contain a written statement of the results of the hearing and the sanction, if any, imposed by the Board or its delegate. The Association shall notify the Owner in writing of its action within ten (10) days after the hearing.

b. The Board may, but shall not be obligated to, suspend any proposed sanction if the Violation is cured within that ten-day period. Such suspension shall not constitute a waiver of the right to sanction future violations of the same or other provisions and rules by any Owner.

6. Appeal. Following a hearing before a delegate of the Board, the Owner shall have the right to appeal the decision to the full 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.

7. 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 Affected Lot Owner may become liable under this Enforcement Policy and/or the Declaration). Written notice of correction or elimination of the Violation may be obtained from the Board upon request for such notice by the Owner and upon payment of a fee for same,

the amount of which is set by the Board.

8. 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 in correcting or eliminating the Violation will be referred to the Association to be recovered from the Owner.
- 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.

9. 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 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.

10. Fines. Subject to the provisions of this Enforcement Policy and/or the Declaration, the imposition of fines will be on the following basis:

- a. Fines will be based on an amount that is reasonably related to the nature of the Violation. The Board may adopt and amend, from time to time, a schedule of fines applicable to Violations within The Hills of Bear Creek Phase II & Phase III which may include a progression of fines for repeat offenders. The initial schedule of fines is attached hereto as Exhibit "A". Generally, fines shall start at \$100.00 per incident type for the first ten day period and will continue on a \$25.00 or \$50.00 per day basis if the Violation is not cured. There is no limit to the number of fine applications.
- b. Imposition of fines will be in addition to and not exclusive of any other rights, remedies and recoveries of the Association as created by the Declaration or this Enforcement Policy.
- c. Fines become the personal obligation of the Owners of such Affected Lots as defined by Article IV of the Covenants: Assessments - Section 1. Creation

of the Lien and Personal Obligation of Assessments.

11. 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 or Treasurer of the Association or, if no such address has been designated, to the address of the Affected Lot of the Owner.

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

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

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

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

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

f. Where an Owner transfers record title to an Affected Lot at any time during the pendency of any procedure prescribed by this

Enforcement Policy, such Owner shall remain personally liable for all costs and fines under this Enforcement Policy. Notice of Violation and any fine, assessment or ordered corrective action shall be forwarded to the title company brokering the property transfer action for inclusion in the closing process and documentation and may be settled during the closing process if approved by the Board. As soon as practical after receipt by the Association of a notice of an actual change in the record title to an Affected Lot which is the subject of enforcement proceedings under this Enforcement Policy, the Board may begin enforcement proceedings against the new Owner in accordance with this Enforcement Policy. The new Owner shall be personally liable for all costs and fines under this Enforcement Policy which are the result of the new Owner's failure and/or refusal to correct or eliminate the Violation in the time and manner specified under this Enforcement Policy.

12. 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 therefore by Management, will be referred to the Board of Directors of the Association for collection.

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

HILLS OF BEAR CREEK PHASE II & PHASE III

EXHIBIT "A" SCHEDULE OF FINES

Nature of Violation	Fine	Repeat Offender
Declaration of Restrictions, Covenants & Easements of The Hills of Bear Creek Phase II and Phase III	\$10/day for first 10 days \$25/day for second 10 days \$50/day for each 10 days thereafter NO MAXIMUM	Fines double
Construction of Residence or Outbuilding larger than 150 square Feet w/o Construction/Plans Committee or Board approval	\$500 per incident/first day \$50 per day thereafter if not brought into conformance NO MAXIMUM	Fines double
Non-conforming Improvement	\$250 per incident/first day \$25 per day thereafter if not brought into conformance NO MAXIMUM	Fines double

This Schedule of Fines is to be used solely as a guide to the Board in establishing rules for various violations of the Association's governing documents. Fines may vary depending upon the nature and severity of the violation and may be waived in whole or in part upon approval of the Board.

BYLAWS
OF
THE HILLS OF BEAR CREEK-PHASE THREE HOMEOWNERS' ASSOCIATION, INC.

ARTICLE 1
GENERAL

The Hills of Bear Creek-Phase Three Homeowners' Association, Inc., a Texas non-profit corporation (the "Association"), is the "Association" described in the Declaration of Covenants and Easements for The Hills of Bear Creek-Phase Three, recorded in Book 1746, Page 1283, of the Real Property Records of Parker County, Texas (the "Declaration"). The Declaration subjects the Property (as defined in the Declaration) to certain covenants, restrictions, easements, conditions, stipulations and reservations (collectively, the "Restrictions"). For convenience, several of the provisions of the Declaration will be repeated or summarized within these Bylaws. The remaining terms and provisions of these Bylaws are intended to complement and supplement the Declaration. In the event of any conflict or ambiguity between the Declaration and these Bylaws and unless otherwise required by law, the terms and conditions of the Declaration control and govern.

ARTICLE 2
NAME, DEFINITIONS, MEMBERSHIP AND VOTING RIGHTS

2.1 **Name.** The name of the Association shall be The Hills of Bear Creek-Phase Three Homeowners' Association, Inc. The Association is a Texas non-profit corporation.

2.2 **Definitions.** Certain words used in these Bylaws shall have the same meaning as set forth in the Declaration, some of which are set forth below either in their entirety or in an abridged format:

"Act" means the Texas Non-Profit Corporation Act, as amended from time to time.

"Annual Assessment" has the meaning specified in the Declaration.

"Board" means the Board of Directors of the Association.

"Bylaws" means these Bylaws of the Association, as adopted and amended from time to time in accordance with the provisions of the Act, the Articles and the Declaration.

"Declarant" means Choctaw Properties L.L.C., its successors and assigns.

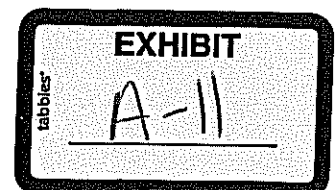
"Declaration" means the Declaration for the development, together with any and all amendments or supplements thereto.

"Development-Wide Standard" means the standard of conduct, maintenance or other activity general prevailing in the Development, as more specifically determined in accordance with the Declaration.

"Member" means each Owner, in its capacity as a member of the Association.

"Occupant" shall mean any person occupying all or any portion of a Residence located within the Development for any period of time, regardless of whether that person is a family member, tenant, guest or the Owner of the Residence.

"Owner" means the record owner (including Declarant), whether one or more persons or entities, of fee simple title to any Tract; provided, however, that where fee simple title has been transferred and is being held



merely as security for the repayment of a loan, the person or entity who would own the Tract in fee simple if the loan were paid in full shall be considered the Owner.

"Property" means the Development and any other property which may from time to time be subject to the Declaration.

"Residence" means a Structure situated upon a Tract intended for independent use and occupancy by a single family.

"Restrictions" means all covenants, restrictions, easements, charges, liens and other obligations created or imposed by Declarant, including, but not limited, to the matters contained in the Covenants, Conditions and Restrictions for The Hills of Bear Creek-Phase Three, recorded in Book 1746, Page 1283, Real Property Records of Parker County, Texas.

"Structure" means: (i) any excavation, grading, fill, ditch, diversion, drain site preparation or other thing or device which affects or alters the natural flow of surface waters from, upon or across any Tract, or which affects or alters the flow of waters in any natural or artificial creek, stream, wash or drainage channel from, upon or across any Tract.

"Tract" means any parcel of land of five or more acres conveyed by Declarant to an Owner.

2.3 **Membership.** Each and every Owner of each and every Tract within the Development shall automatically be, and must at all times remain, a Member of the Association in good standing. During the period of time in which Declarant has its Right of Appointment (referred to in these Bylaws as the **"Appointment Period"**), the Association shall have two (2) classes of Members, Class A and Class B. During the Appointment Period, the Class A Members shall include all Owners other than Declarant, and the Class B Member shall be Declarant. Upon conclusion of the Appointment Period, the Class B membership shall terminate and Declarant shall become a Class A Member.

2.4 **Voting Rights.** Each Class A Member shall be entitled to one (1) vote per Lot owned by that Class A Member. The Class B Member shall have the total number of votes as determined in accordance with the Declaration.

A Member shall not be in "good standing," and the Board may suspend the voting rights of such Member if such person or entity is: (a) subject to the Right of Abatement by reason of having failed to take reasonable steps to remedy a violation of either the Restrictions or the Design Standards of the RRC within thirty (30) days after having received notice of same as required under the Declaration; (b) delinquent in the payment of any assessment levied by the Association pursuant to Article IV of the Declarations; or (c) in violation of Association rules and regulations relating to the use, operation and maintenance of Common Property. The Board may make such rules and regulations, consistent with the terms of the Declaration and these Bylaws, as it deems advisable for: any meeting of Members; proof of membership in the Association; the status of good standing; evidence of right to vote; the appointment and duties of examiners and inspectors of votes; the procedures for actual voting in person or by proxy; registration of Members for voting purposes; and such other matters concerning the conduct of meetings and voting as the Board shall deem fit.

ARTICLE 3

MEMBERS; MEETINGS; QUORUM; VOTING; PROXIES

3.1 **Place of Meetings.** Meetings of the Association shall be at the principal office of the Association or at such other suitable place convenient to the Members as may be designated by the Board of Directors, either within Tarrant or Parker County, Texas, or as convenient thereto as is possible and practical.

3.2 **Annual Meetings.** The first meeting of the Members, whether a regular or special meeting, shall be held within one (1) year from the date of incorporation of the Association. The next annual meeting shall be set by the Board so as to occur within forty-five (45) days after the close of the Association's fiscal year. Subsequent regular annual meetings of the Members shall be held within forty-five (45) days of the same day of the same month of each year thereafter, at a specific date and hour set by the Board.

- 3.3 Special Meeting. The President may call special meetings. In addition, it shall be the duty of the President to call a special meeting of the Association if so directed by resolution of a majority of a quorum of the Board of Directors or upon a petition signed by at least thirty percent (30%) of the total votes of the Association. The notice of any special meeting shall state the date, time, and place of such meeting and the purpose thereof. No business shall be transacted at a special meeting except as stated in the notice.
- 3.4 Notice of Meetings. It shall be the duty of the Secretary to cause notices to be prepared concerning each annual or special meeting of the Association, stating the purpose of the special meeting, as well as the time and place where it is to be held. Quorum, notice and voting requirements of and pertaining to the Association shall be in accordance with permitted Texas law.
- 3.5 Waiver of Notice. Waiver of notice of any meeting of the Members shall be deemed the equivalent of proper notice. Any Member may, in writing, waive notice of any meeting of the Members, either before or after such meeting. Attendance at a meeting by a Member, whether in person or by proxy, shall be deemed waiver by such Member of notice of the time, date, and place thereof, unless such Member specifically objects to lack of proper notice at the time the meeting is called to order. Attendance at a special meeting shall also be deemed waiver of notice of all business transacted thereat unless objection to the calling or convening of the meeting, of which proper notice was not given, is raised before the business is put to a vote.
- 3.6 Adjournment of Meetings. If any meetings of the Association cannot be held because a quorum is not present, a majority of the Members who are present at such meeting, either in person or by proxy, may adjourn the meeting to a time not less than five (5) nor more than thirty (30) days from the time the original meeting was called. At such adjourned meeting at which a quorum is present, any business which might have been transacted at the meeting originally called may be transacted. If a time and place for the adjourned meeting is not fixed by those in attendance at the original meeting, or if for any reason a new date is fixed for the adjourned meeting after adjournment, notice of the time and place of the adjourned meeting shall be given to Members in the manner prescribed for regular meetings. The Members present at a duly called or held meeting at which a quorum is present may continue to do business until adjournment, notwithstanding the withdrawal of enough Members to leave less than a quorum, provided that any action taken shall be approved by at least a majority of the Members required to constitute a quorum.
- 3.7 Voting. The voting rights of the Members shall be as set forth in the Declaration and Section 2.4 above.
- 3.8 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 loss of good standing by any such Member or upon receipt of notice by the Secretary of the Board of the death or judicially declared incompetence of a Member or upon the expiration of eleven (11) months from the date of the proxy. A form of proxy or written ballot may provide an opportunity to specify approval or disapproval with respect to any proposal.
- 3.9 Majority. As used in these Bylaws, the term majority shall mean those votes totaling more than fifty (50%) percent of the total number of votes cast by voting Members in good standing attending any meeting (or represented by proxy) of the Association.
- 3.10 Quorum. Except as otherwise provided in these Bylaws or in the Declaration, the presence in person or by proxy of the Members holding twenty percent (20%) or more of the votes entitled to be cast shall constitute a quorum at all meetings of the Association.
- 3.11 Conduct of Meetings. The President (or, in the absence of the President, a Vice-President) shall preside over all meetings of the Association, and the Secretary or an Assistant Secretary shall keep the minutes of the meeting and record in a minute book all resolutions adopted at the meeting and record in a minute book all resolutions adopted at the meeting, as well as a record of all transactions occurring thereat.
- 3.12 Action Without a Meeting. Any action which may be taken by the vote of the voting Members at a regular or special meeting may be taken without a meeting as and to the extent permitted by applicable Texas law.

ARTICLE 4
BOARD: NUMBER, ELECTION, POWERS, MEETINGS

4.1 Governing Body; Composition. The affairs of the Association shall be governed by the Board. Except for any director appointed or nominated by Declarant, the Directors shall be Members or spouses of such Members; provided, however, no person and his or her spouse may serve on the Board at the same time.

4.2 Number of and Voting for Directors. The affairs of the Association shall be managed initially by a board of three (3) individuals appointed by Declarant under the terms of the Declaration. After the expiration of the Appointment Period, the directors shall be elected by vote of the Owners in accordance with the terms of these Bylaws and Article III of the Declaration.

Directors shall be elected for two-year terms of office and shall serve until their respective successors are elected and qualified. Any vacancy which occurs in the Board, by reason of death, resignation, removal, or otherwise, may be filled at any meeting of the Board by the affirmative vote of a majority of the remaining Directors representing the same class of Members who elected the Director whose position has become vacant. Any Director elected to fill a vacancy shall serve as such until the expiration of the term of the Director whose position he or she was elected to fill.

Unless otherwise prohibited by the Bylaws, the Board shall be entitled to have one or more private workshop meetings and to have one or more public meetings per Fiscal Year.

4.3 Nomination of Directors. Prior to each annual meeting of Members and with respect to those director positions for which Class A Members may elect, the Board shall prescribe:

(a) the opening date and the closing date of a reasonable filing period in which each and every Member who has a bona-fide interest in serving as a Director may file as a candidate for such position;

(b) that each and every Member who has properly filed shall be included within the ballot;

(c) that where three (3) or more candidates are vying for one position, election may occur by a plurality (rather than a simple majority) of the votes cast; and

(d) such other rules and regulations which may then be appropriate to conduct the nomination and election of directors in a fair, efficient and cost-effective manner. Each candidate shall be given a reasonable, uniform opportunity to communicate their qualifications to the Members and to solicit votes.

4.4 Election and Term of Office. The election process shall occur by secret ballot not less than twenty (20) days before the annual meeting of the Members, in accordance with any reasonable procedure approved (from time to time) by the Board, so that the tabulated results can be announced at the annual meeting. Directors shall be elected for two (2) year terms of office and shall serve until their respective successors are elected and qualified.

4.5 Removal of Class A Directors. This Section applies with respect to those Director(s) elected by Class A Members. At any regular or special meeting or special voting process (in lieu of a meeting) by secret written ballot of the Association duly called, where the bona-fide signatures of the Members holding at least thirty percent (30%) of the total votes of the Members appear on an appropriate petition, any one or more of the Directors may be removed, with or without cause, by a majority vote of those Members voting in person or by proxy, and a successor may then and there be elected to fill the vacancy thus created. A Director whose removal has been proposed by the Class A Members shall be given at least five (5) days notice of the calling of the meeting or the special voting process (in lieu of a meeting) and the purpose thereof and shall be given an opportunity to be heard at the meeting or to communicate his position in connection with the special voting process in lieu of a meeting. Additionally, any Director who has three (3) consecutive unexcused absences from Board meetings or who is delinquent in the payment of an assessment for more than sixty (60) days may be removed by a majority vote of the remaining Directors at a regular or special Board meeting. In the event of death or resignation of a Director, his or her

successor shall be a Member selected by a majority of the remaining Members of the Board and shall serve for the unexpired term of the predecessor.

4.6 Removal of Class B Directors. This Section applies with respect to those Director(s) nominated or appointed by the Class B Member. The Class B Member may, at any time and from time to time, remove any Director theretofore nominated or appointed by the Class B Member. In the event of the death, removal or resignation of a Class B Director, his or her successor shall be appointed by the Class B Member and shall serve for the unexpired term of the predecessor.

4.7 Voting Procedure for Directors. The election of each director position by Class A Members shall be conducted on or shortly before the next earliest applicable meeting of the Association. At such election, the Members or their proxies may cast, with respect to each such director position, as many votes as they are entitled to exercise under the provisions of the Declaration. The person(s) receiving the largest number of votes (which may be a plurality and not a majority) shall be elected. Voting for Directors shall be by secret written ballot.

4.8 Organizational Meetings. The first meeting of the members of the Board following each annual meeting of the Membership shall be held within ninety (90) days thereafter at such time and place as shall be fixed by the Board.

4.9 Regular Meetings. Regular meetings of the Board may be held at such time and place as shall be determined from time to time by a majority of the Directors, but at least two (2) such meetings shall be held during each Fiscal Year (as hereinafter defined). As used in these Bylaws, the term "Fiscal Year" means each twelve (12) month period commencing on the first day of January and ending on the last day of the following December, unless the Board shall otherwise select an alternative twelve month period. Notice of the time and place of the meeting shall be posted at a prominent place within the Property and shall be communicated to Directors not less than four (4) days prior to the meeting; provided, however, notice of a meeting need not be given to any Director who has signed a waiver of notice or a written consent to holding of the meeting. Advance notice of the meeting(s) at which the annual budget and/or the Annual Assessment are likely to be discussed shall be reasonably publicized.

4.10 Special Meetings. Special meetings of the Board shall be held when called by written notice signed by the President, Vice President, or Secretary of the Association, or by any two (2) Directors. 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 given to each Director by one of the following methods: (a) by personal delivery; (b) written notice by first class mail, postage prepaid; (c) by telephone communication, either directly to the Director or to a person at the Director's office or home who would reasonably be expected to communicate such notice promptly to the Director; or (d) by telecopy. All such notices shall be given or sent to the Director's business office and/or home address or telephone number(s) as shown on the records of the Association. Notices sent by first class mail shall be deposited into a United States mailbox at least seven (7) days before the time set for the meeting. Notices given by personal delivery, telephone, or telecopy shall be delivered, telephoned, or faxed at least seventy-two (72) hours before the time set for the meeting. Notices should be posted at a prominent place within the Property not less than seventy-two (72) hours prior to the scheduled time for the meeting.

4.11 Waiver of Notice. The transactions of any meeting of the Board, however called and noticed or wherever held, shall be as valid as though taken at a meeting duly held after regular call and notice if (a) a quorum is present, and (b) either before or after the meeting each of the Directors not present signs a written waiver of notice, a consent to holding the meeting, or an approval of the minutes. The waiver of notice or consent need to specify the purpose of the meeting. Notice of a meeting shall also be deemed given to any Director who attends the meeting without protesting before or at its commencement about the lack of adequate notice.

4.12 Quorum of Board of Directors. At all meetings of the Board, a majority of the Directors shall constitute a quorum for the transaction of business, and the votes of a majority of the Directors present at a meeting at which a quorum is present shall constitute the decision of the Board. A meeting at which a quorum is initially present may continue to transact business, notwithstanding the withdrawal of Directors, if any action taken is approved by at least a majority of the required quorum for that meeting. At such adjourned meeting at which a quorum is present, any business which might have been transacted at the meeting originally called may be transacted without further notice.

4.13 Compensation. Unless otherwise approved in advance by a majority vote of those Class A Members present (or represented by proxy) and by the Class B Member (if that membership class still exists), at a regular or special meeting of the Association, no Director shall receive any compensation from the Association for acting as such.

4.14 Conduct of Meetings. The President (or, in the President's absence, a Vice-President) shall preside over all meetings of the Board of Directors, and the Secretary or an Assistant Secretary shall keep a minute book of the Board, recording therein all resolutions adopted by the Board and a record of all transactions and proceedings occurring at such meetings.

4.15 Open Meetings. All meetings of the Board (excluding workshop meetings and meetings to discuss personnel, litigation and other similar confidential matters) shall to the extent possible be open to all Members, but Members other than Directors may not participate in any discussion or deliberation except as follows in accordance with a format approved by the Directors from time to time:

(a) the Directors shall publish a meeting agenda and permit Members a reasonable opportunity to express their opinions concerning such agenda matters prior to taking any formal action; and

(b) the Directors shall allow an "open" or "new business" portion of the meeting in which any Member can express his/her opinion concerning any new or previously non-discussed matter.

The Directors shall at all times have the right to reasonably limit the number of speakers, the time limit for each presentation and speaker, and to adopt other rules of efficiency and decorum.

4.16 Executive Session and Workshops. 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, and other business of a similar confidential nature. The nature of any and all business to be considered in executive session shall first be announced in open session. The Board may also attend "workshop" meetings or sessions to discuss long-range concepts, receive educational assistance and training and the like, provided no official action of any sort is taken.

4.17 Action Without a Formal Meeting. Any action to be taken at a meeting of the Directors or any action that may be taken at a meeting of the Directors may be taken without a meeting if a consent in writing, setting forth the action so taken, shall be signed by all the Directors. An explanation of the action taken shall be posted at a prominent place or places within the Property within three (3) days after the written consents of all the Board members have been obtained.

4.18 Powers. The Board shall be responsible for the affairs of the Association and shall have all the powers and duties necessary for the administration of the Association's affairs and, as provided by law, may do all acts and things as are not by the Declaration, Articles, or these Bylaws directed to be done and exercised exclusively by the Members. The Board may delegate to one or more of its members the authority to act on behalf of the Board on all matters relating to the duties of, and/or matters directly or indirectly pertaining to the Managing Agent, if any, which might arise between meetings of the Board. In addition to the duties imposed by these Bylaws or by any resolution of the Association that may be hereafter adopted, the Board shall have the power to and be responsible for the following, in way of explanation, but not limitation:

(a) preparation and adoption of an annual budget in which there shall be established the Annual Assessment rate charge;

(b) making assessments to defray the common expenses, establishing the means and methods of collecting such assessments, and establishing the period of any installment payments of the Annual Assessment;

(c) providing for the operation, care, upkeep, and maintenance of all the Common Property;

(d) designating, hiring, and dismissing the personnel necessary for the maintenance, operation, repair, and replacement of the Association, its property, and the Common Property and, where appropriate, providing for the compensation of such personnel and for the purchase of equipment, supplies, and material to be used by such personnel in the performance of their duties;

(e) collecting the assessments, depositing the proceeds thereof in a depository which it shall approve, and using the proceeds to administer the Association;

(f) making and amending rules and regulations;

(g) opening of bank accounts and/or banking-type accounts on behalf of the Association (giving, at all times, first preference to the Declarant) and designating the signatories required;

(h) making or contracting for the making of repairs, additions, and improvements to or alterations of the Common Property in accordance with the other provisions of the Declaration, the Restrictions and these Bylaws after damage or destruction by fire or other casualty;

(i) enforcing by legal means the provisions of the Declaration, the Restrictions, these Bylaws, and the rules and regulations adopted by it and bringing any proceedings which may be instituted on behalf of or against the Members concerning the Association;

(j) obtaining and carrying insurance against casualties and liabilities, as provided in the Declaration, and paying the premium cost thereof;

(k) paying the cost of all services rendered to the Association or its Members; and

(l) keeping books with reasonably detailed accounts of the receipts and expenditures affecting the Association and its administration, specifying the maintenance and repair expenses and any other expenses incurred. The said books and vouchers accrediting the entries thereupon shall be available for examination by the Members and bona-fide mortgagees, their respective duly authorized agents, accountants, or attorneys, during general business hours on working days at the time and in a manner that shall be set and announced by the Board for the general knowledge of the Members; and

(m) filing all requisite forms, documents and information with taxing authorities; and

(n) permit utility suppliers to use portions of the Common Property reasonably necessary to the ongoing development or operation of the Subdivision.

4.19 Managing Agent. The Board may employ for the Association a professional management agent(s) or executive manager (each and all of whom will be sometimes referred to herein as the "Managing Agent") at a compensation established by the Board of Directors to perform such duties and services as the Board of Directors shall authorize. The Managing Agent shall provide the Board and the officers with reasonable reports, prepared not less than once a quarter, concerning the affairs of the Association. The Board may delegate to the Managing Agent some of the powers granted to the Board for the routine operation of the Association. While the Managing Agent may formulate data and make recommendations to the Board, the final powers envisioned by subparagraphs (a), (b), (f), (g) and (i) in Section 4.18 shall be exclusively exercised by the Board. The Declarant, or an affiliate of the Declarant, may be employed as Managing Agent. No management contract may have a term in excess of three (3) years and, where the Declarant or an affiliate of the Declarant is the Managing Agent, must permit termination by either party without cause and without any materially adverse termination fee upon at least ninety (90) days advance written notice of such termination.

4.20 Accounts and Reports. The following management standards of performance will be followed unless the Board by resolution specifically determines otherwise:

(a) cash or accrual accounting (as determined by the Board from time to time) shall be employed;

(b) accounting and controls should generally conform with established American Institute of Certified Public Accountants (AICPA) guidelines and principles; (a segregation of accounting duties should be maintained, and disbursements by check shall require at least one (1) signature);

(c) cash accounts of the Association shall not be commingled with any other accounts;

(d) excluding the regular business activities of the Declarant, no remuneration shall be accepted by the Managing Agent from vendors, independent contractors, or others providing goods or services to the Association, whether in the form of commissions, finder's fees, service fees, prizes, gifts, or otherwise; any thing of value received shall benefit the Association;

(e) any financial or other interest which the Managing Agent (excluding the Declarant and its affiliates) may have in any firm providing goods or services to the Association shall be disclosed promptly to the Board; and

(f) commencing at the end of the Fiscal Year in which the first Residence is sold and closed, annual financial reports shall be prepared for the Association containing:

(i) an income statement reflecting all income and expense activity for the preceding twelve (12) months on a cash or accrual basis, as the Board may prescribe;

(ii) an expense and disbursement statement reflecting all receipt and disbursement activity for the preceding twelve (12) months on a cash or accrual basis, as the Board may prescribe;

(iii) an account status report reflecting the status of all accounts in an actual versus approved budget format with a budget report reflecting any actual or pending obligations which are in excess of budgeted amounts by an amount exceeding the operating reserves or ten (10%) percent of a major budget category (as distinct from a specific line item in an expanded chart of accounts);

(iv) a balance sheet as of the last day of the Association's Fiscal Year and an operating statement for said Fiscal Year which shall be made available for distribution within ninety (90) days after the close of a Fiscal Year; and

(v) a delinquency report listing all Members who have been delinquent during the preceding twelve (12) month period in paying the assessments and who remain delinquent at the time of the report and describing the status of any action to collect such amounts which remain delinquent.

The Managing Agent shall prepare quarterly reports, generally containing the data and information described above, for submission to the Board.

4.21 Borrowing. Subject to the terms of the Declaration, the Board shall have the power to borrow money, without the specific approval of the Members of the Association, for the purpose(s) of:

(a) operations, capital improvements, repair, replacement or restoration of Common Property where such proposed borrowing has been theretofore reflected in an annual budget of the Association; and

(b) modifying, improving or adding amenities, where the total amount of such borrowing would exceed twenty-five percent (25%) of the budgeted gross expenses of the Association for that Fiscal Year provided that any such borrowing proposal shall have the affirmative approval of at least two-thirds (2/3) of the individuals comprising the Board.

4.22 Rights of the Association. With respect to the Common Property, and in accordance with the Declaration and to the maximum extent permitted by applicable law, the Association shall have the right to contract with any person for the performance of various duties and functions.

4.23 Hearing Procedure. The Board shall, from time to time and at times, have the right to prescribe the procedures for the conduct of a hearing and other similar "due process" matters. Until and unless further amended, modified, revised, clarified or repealed and replaced by the Board, the following provisions shall be applicable. The Board shall not impose a fine, suspend voting, initiate a legal proceeding (unless extraordinary circumstances exist) or infringe upon any other rights of a Member or Occupant for violations of the Declaration or any rules adopted by the Board (other than the obligation to pay assessments) unless and until the following procedure is followed:

(a) Demand. Written demand to cease and desist from an alleged violations be given to the alleged violator specifying:

- (i) the alleged violation;
- (ii) the action required to abate the violation; and
- (iii) a time period, not less than five (5) days, during which the violation must be abated without incurring further sanctions, if such violation is a continuing one, or a statement that any further violation of the same rule may result in the imposition of a sanction if the violation is not a continuing one.

(b) Notice. At any time within twelve (12) months of such demand, if the violation continues past the period allowed in the demand for abatement without penalty or if the same rule is subsequently violated, the Board or its delegate shall furnish the violator with written notice of a hearing to be held by the Board (in executive session) or its delegate. The notice shall contain:

- (i) the nature of the alleged violation;
- (ii) the time and place of the hearing, which time shall not be less than five (5) days from the giving of the notice;
- (iii) an invitation to attend the hearing and produce any statement, evidence, or witness on behalf of the alleged violator; and
- (iv) the proposed sanction to be imposed.

(c) Hearing. The hearing shall be held in executive session pursuant to notice and afford the Member or Occupant a reasonable opportunity to be heard. Prior to the effectiveness of any sanction hereunder, proof of notice and the invitation to be heard shall be placed in the minutes of the meeting. Such proof shall be deemed adequate if a copy of the notice, together with a statement of the date and manner of delivery, is entered by the officer, Director, or agent who delivered such notice. The notice requirement shall be deemed satisfied if the alleged violator appears at the meeting. The minutes of the meeting shall contain a written statement of the results of the hearing and the sanction, if any, imposed.

(d) Delegation. The Board may, at any time and from time to time, appoint a "Restrictions Committee" and delegate to that Committee the powers, duties and responsibilities described within subparagraphs (a), (b) and (c) above. Following a hearing before the Restrictions Committee, the violator shall have the right to appeal the decision of the Restrictions Committee to the Board in accordance with procedures then prescribed by the Board.

ARTICLE 5 OFFICERS

5.1 Officers. The officers of the Association may include a President, Vice President, Secretary, Treasurer and such other officers, including one or more Assistant Secretaries and one or more Assistant Treasurers, as the Board shall deem desirable, such officers to have the authority and to perform the duties prescribed from time to time by the Board. Any two or more offices may be held by the same person, excepting the offices of President and Secretary. Any member of the Board, or of the Managing Agent or of the Declarant may serve as an officer.

5.2 Election, Term of Office, and Vacancies. The officers of the Association shall be elected annually by the Board at the first meeting of the Board of Directors following each annual meeting of the Members. A vacancy in any office arising because of death, resignation, removal, or otherwise may be filled by the Board for the unexpired portion of the term.

5.3 Removal. Any officer may be removed by the affirmative vote on a majority of the Board whenever in their judgment the best interest of the Association will be served thereby.

5.4 Powers and Duties. The officers of the Association shall each have such powers and duties as generally pertain to their respective offices, as well as such powers and duties as may from time to time be specifically conferred or imposed by the Board. The President shall be the chief executive officer of the Association. The Treasurer shall have primary responsibility for the preparation of the annual budget as provided for hereinabove and may delegate all or part of the preparation and notification duties to a finance committee, Managing Agent, or both.

5.5 Resignation. 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 the 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.

5.6 Agreements, Contracts, Deeds, Leases, Checks. All agreements, contracts, deeds, leases, checks, and other instruments of the Association shall be executed by at least one (1) officer or by such other person or persons as may be designated by resolution of the Board.

ARTICLE 6 COMMITTEES

6.1 General. Committees to perform such tasks and to serve or such periods as may be designated by a resolution adopted by a majority of the Directors present at a meeting at which a quorum is present are hereby authorized. Such committees shall perform such duties and have such powers as may be provided in the resolution. Each committee shall operate in accordance with the terms of the resolution of the Board designating the committee or with rules adopted by the Board. The Board shall appoint the chairperson for each committee who shall preside at its meetings and who shall be responsible for transmitting any and all communications to the Board.

ARTICLE 7 MISCELLANEOUS

7.1 Fiscal Year. The initial fiscal year of the Association shall commence on March 14, 2002.

7.2 Parliamentary Rules. Except as may be modified by Board resolution establishing modified procedures, Robert's Rules of Order (current edition) shall govern the conduct of the Association proceedings when not in conflict with Texas law, the Articles of Incorporation, the Declaration, or these Bylaws.

7.3 Conflicts. If there are conflicts or inconsistencies between the provisions of Texas law, the Articles of Incorporation, the Declaration or these Bylaws, then the provisions of Texas law, the Declaration, the Articles of Incorporation, and the Bylaws (in that order) shall prevail.

7.4 Books and Records.

(a) Inspection by Members. The membership register, books of account, and minutes of meetings of the Members, the Board, and committees shall be made available for inspection and copying by any Member of the Association or by his or her duly appointed representative at any reasonable time and for a proper purpose reasonably related to his or her interest as a Member at the office of the Association or at such other place as the Board shall prescribe.

(b) Rules for Inspection. The Board may establish reasonable rules with respect to:

- (i) notice to be given to the custodian of the records by the Member desiring to make the inspection;
- (ii) hours and days of the week when such an inspection may be made;
- (iii) payment (or prepayment) of the cost of reproducing copies of documents requested by a Member; and
- (iv) maintenance of confidentiality with respect to records.

(c) 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 properties owned or controlled by the Association. The right of inspection by a Director includes the right to make reasonable extracts and copies of documents at the expense of the Association.

7.5 Amendments. The power and authority to alter, amend or repeal the Bylaws, or to adopt new Bylaws, has been delegated by the Members to the Board of Directors.

* * * * *

We, the undersigned, being all the existing Directors of The Hills of Bear Creek-Phase Three Homeowners' Association, Inc., do hereby certify that we hereby assent to the foregoing Bylaws and hereby adopt the same as the Bylaws of the Association effective as of March 14, 2002.

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Filed & Recorded in Official Records of
PARKER COUNTY, TEXAS
TEANE BRINSON COUNTY CLERK