

Fall Creek Addition Homeowners Association, Inc.

Governing Documents And HOA Information



Village Association Management, L.L.C., P.O. Box 460057, Garland, TX 75046-0057
Phone: (214) 552-1629 Email: info@villagemgmt.com www.villagemgmt.com



Office of the Secretary of State

CERTIFICATE OF INCORPORATION OF

Fall Creek Addition Homeowners Association, Inc.
Filing Number: 800094570

The undersigned, as Secretary of State of Texas, hereby certifies that Articles of Incorporation for the above named corporation have been received in this office and have been found to conform to law.

Accordingly, the undersigned, as Secretary of State, and by virtue of the authority vested in the Secretary by law, hereby issues this Certificate of Incorporation.

Issuance of this Certificate of Incorporation does not authorize the use of a name in this state in violation of the rights of another under the federal Trademark Act of 1946, the Texas trademark law, the Assumed Business or Professional Name Act, or the common law.

Dated: 06/17/2002

Effective: 06/17/2002



A handwritten signature in cursive script that reads "Gwyn Shea".

Gwyn Shea
Secretary of State

Come visit us on the internet at <http://www.sos.state.tx.us/>

PHONE(512) 463-5555
Prepared by: Rosa Ruedas

FAX(512) 463-5709

TTY7-1-1



Office of the Secretary of State

June 19, 2002

Capitol Services, Inc
P O Box 1831
Austin, TX 78767 USA

RE: Fall Creek Addition Homeowners Association, Inc.
File Number: 800094570

It has been our pleasure to file the articles of incorporation and issue the enclosed certificate of incorporation evidencing the existence of the newly created corporation.

Corporations organized under the Texas Non-Profit Corporation Act do not automatically qualify for an exemption from federal and state taxes. Shortly, the Comptroller of Public Accounts will be contacting the corporation at its registered office for information that will assist the Comptroller in setting up the franchise tax account for the corporation. If you need to contact the Comptroller about franchise taxes or exemption therefrom, you may contact the agency by calling (800) 252-1381, by e-mail to tax.help@cpa.state.tx.us or by writing P. O. Box 13528, Austin, TX 78711-3528. Telephone questions regarding other business taxes, including sales taxes, should be directed to (800) 252-5555. Information on exemption from federal taxes is available from the Internal Revenue Service.

Non-profit corporations do not file annual reports with the Secretary of State, but do file a report not more often than once every four years as requested by the Secretary. It is important for the corporation to continuously maintain a registered agent and office in Texas as this is the address to which the Secretary of State will send a request to file a periodic report. Failure to maintain a registered agent or office in Texas, failure to file a change to the agent or office information, or failure to file a report when requested may result in involuntary dissolution of the corporation. Additionally, a non-profit corporation will file documents with the Secretary of State if the corporation needs to amend one of the provisions in its articles of incorporation.

If we can be of further service at any time, please let us know.

Sincerely,

Corporations Section
Statutory Filings Division
(512) 463-5555
Enclosure

Come visit us on the internet at <http://www.sos.state.tx.us/>
FAX(512) 463-5709

PHONE(512) 463-5555
Prepared by: Rosa Ruedas

TTY7-1-1

JUN 17 2002

**ARTICLES OF INCORPORATION
OF
FALL CREEK ADDITION HOMEOWNERS ASSOCIATION, INC.**

Corporations Section

Pursuant to Article 3.02 of the Texas Non-Profit Corporation Act, the undersigned natural person of the age of eighteen years or more, acting as Incorporator of a non-profit corporation under the Texas Non-Profit Corporation Act, hereby adopts the following Articles of Incorporation for the corporation.

**ARTICLE I
Name of Corporation**

The name of the corporation is Fall Creek Addition Homeowners Association, Inc.

**ARTICLE II
Non-Profit Corporation**

The corporation is a non-profit corporation.

**ARTICLE III
Duration**

The duration of the corporation is perpetual.

**ARTICLE IV
Purpose**

The corporation is the "Association" referred to in that certain Declaration of Covenants, Conditions and Restrictions for Fall Creek Addition and Provisions for Fall Creek Addition Homeowners Association dated October 23, 2001, recorded in the Real Property Records of Dallas County, Texas in the Deed and Plat Records of Dallas County, Texas (the "Declaration of Covenants"), and the corporation shall have the rights and duties of the "Association" under the Declaration of Covenants. In exercising these Articles of Incorporation, the undersigned incorporator of the corporation is acting on behalf of the "Declarant" (as defined in the Declaration of Covenants). The purposes for which the corporation is organized are (i) to ensure the best and highest use and most appropriate development of the property; (ii) to protect lot owners against improper use of surrounding lots; (iii) to preserve so far as practicable the natural beauty of the property; (iv) to encourage and secure the erection of attractive improvements on each lot with appropriate locations; (v) to secure and maintain proper setbacks from streets and adequate free space; (vi) and, in general, to provide for development of the highest quality to enhance the value of investment made by owners of Lots.

In furtherance thereof, the corporation may receive property by gift, devise or bequest, invest and reinvest the same and apply the income and principal thereof as the Board of Directors may from time to time determine, either directly or through contributions, to any charitable organization or organizations exclusively for charitable and educational purposes.

In furtherance of its exclusively charitable and educational corporate purposes, the corporation has all the general powers enumerated in Article 2.02 of the Texas Non-Profit Corporation Act as now in effect or as may hereafter be amended, together with the power to solicit grants and contributions for such purposes.

ARTICLE V

Membership Provisions

The members of the corporation consist of every person or entity who is record Owner of a free or undivided interest in any Lot which is subject to the jurisdiction of and to assessment by the Association, provided however, that any person or entity holding an interest in any such Lot or Lots merely as security for the performance of an obligation, shall not be a member.

As used herein, "Lot" or "Lots" shall mean any parcel or parcels or land within the real property governed by the Declaration of Covenants (the "Property") shown as a subdivided lot on the subdivision plat of Property, together with any and all improvements located thereon.

As used herein, "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title to any Lot or portion of a Lot within the Property, including contract sellers but excluding those having interest merely as security for the performance of an obligation.

ARTICLE VI

Registered Office and Agent

The address of the initial registered office of the corporation is c/o Haynes Development Company, 17817 Davenport Road, Suite 210, Dallas, Texas 75252 and the name of its initial registered agent at that address is Ronald N. Haynes, Jr.

ARTICLE VII

Initial Directors

The number of directors constituting the initial Board of Directors is three (3), and the names and addresses of the persons who are to serve as the directors until their successors are elected and qualified are:

Name

Address

Ronald N. Haynes, Jr.	17817 Davenport Road, Suite 210 Dallas, Texas 75252
Joyce Haynes	17817 Davenport Road, Suite 210 Dallas, Texas 75252
Patricia Kay Bales	17817 Davenport Road, Suite 210 Dallas, Texas 75252

**ARTICLE VIII
Incorporator**

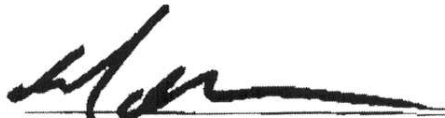
The name and address of the Incorporator is:

M. Matthew Fontane	2001 Ross Avenue Suite 3000 Dallas, Texas 75201
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**ARTICLE IX
Action by Written Consent**

Any action required by law to be taken at a meeting of the directors of the Corporation or any action that may be taken at a meeting of the directors of or of any committee may be taken without a meeting if a consent in writing, setting forth the actions to be taken, is signed by a sufficient number of directors or committee members as would be necessary to take that action at a meeting at which all of the directors or members of the committee were present and voted, provided that all other requirements of law to make such written consent effective to take the action are met.

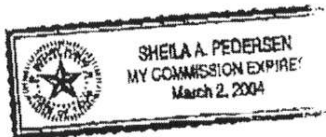
IN WITNESS WHEREOF, the incorporator above listed has executed these Articles of Incorporation on June 3, 2002.


M. Matthew Fontane

THE STATE OF TEXAS §
 §
COUNTY OF DALLAS §

I, the undersigned Notary Public, do hereby certify that on June 17, 2002, personally appeared M. Matthew Fontane, known to me to be the persons whose names are subscribed to the foregoing document and, being by me first duly sworn, severally declared that the statements contained therein are true and correct.

Given under my hand and seal of office on June 17, 2002.



Sheila A. Pedersen
Notary Public in and for the State of Texas

**DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
FOR
FALL CREEK ADDITION
AND PROVISIONS FOR
FALL CREEK ADDITION HOMEOWNERS ASSOCIATION**

THE STATE OF TEXAS §
 § KNOW ALL MEN BY THESE PRESENTS:
COUNTY OF DALLAS §

THIS DECLARATION OF RESTRICTIVE COVENANTS AND CONDITIONS FOR FALL CREEK ADDITION is made on the date hereinafter set forth by Garland - Wiesner, Ltd., a Texas limited partnership ("Declarant"), for the purposes herein set forth as follows:

WITNESSETH:

WHEREAS, the below named Declarant is the owner of the below described real property commonly known as Fall Creek Addition, Garland, Dallas County, Texas (hereinafter called "the Subdivision"), to wit:

(see legal description attached hereto as Exhibit A)

WHEREAS, Declarant has created a residential community for the benefit of the present and future owners of said Lots within the Subdivision, and desires to create and carry out a uniform plan for the improvement, development and sale of the Lots;

WHEREAS, Declarant desires to ensure the preservation of the values and amenities in said community and for the maintenance of said Common Facilities, and to this end desires to further subject the above-described real property, together with such additions as may hereafter be made thereto as herein provided, to the covenants, restrictions, easements, charges, and liens hereinafter set forth, each and all of which is and are for the benefit of said property and each of the owners thereof; and

WHEREAS, Declarant has deemed it desirable for the efficient preservation of the values and amenities in said community, to create an agency to which should be delegated and assigned the powers of maintaining and administering the Common Facilities and administering and enforcing the covenants and restrictions and collecting and disbursing the assessments and charges hereinafter created; and

WHEREAS, FALL CREEK ADDITION HOMEOWNERS ASSOCIATION has been incorporated under the laws of the State of Texas as a non-profit corporation for the purposes of exercising the functions aforesaid as to Fall Creek Addition, and such other real property as may be annexed thereto and become subject to the jurisdiction of said Association;

NOW, THEREFORE, Declaration declares that the above-described property constituting Fall Creek Addition is and shall be held, transferred, sold, conveyed, occupied, and enjoyed subject to the covenants, restrictions, easements, charges, and liens hereinafter set forth and shall hereafter be subject to the jurisdiction and assessments of FALL CREEK ADDITION HOMEOWNERS ASSOCIATION on the terms and provisions herein stated:

ARTICLE I

PURPOSE

Fall Creek Addition, is encumbered by these Restrictive Covenants for the following reasons: to ensure the best and highest use and most appropriate development of the property; to protect lot owners against improper use of surrounding lots; to preserve so far as practicable the natural beauty of the property; to encourage and secure the erection of attractive improvements on each lot with appropriate locations; to secure and maintain proper setbacks from streets and adequate free space; and, in general, to provide for development of the highest quality to enhance the value of investment made by owners of Lots (as hereinafter defined).

ARTICLE II

DEFINITIONS

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

(□) "ACC" and "Architectural Control Committee" or "Committee" shall mean and refer to the Architectural Control Committee, its successors and assigns, established pursuant to the existing covenants as more particularly described in Article IV herein.

(□) "Association" shall mean and refer to FALL CREEK ADDITION HOMEOWNERS ASSOCIATION, a Texas non-profit corporation, its successors and assigns as provided for herein.

(□) "Board of Directors" and "Board" shall mean and refer to the Board of Directors of Arbor Lake Addition Homeowners Association, the election and procedures of which shall be as set forth in the Articles of Incorporation and By-Laws of said Association.

(□) "Builder Member" shall mean such builders approved by Declarant for construction within the Subdivision and who own one or more Lots for construction of a residence and resale to others.

(□) "Common Areas" and "Common Facilities" shall mean and refer to all property owned or maintained by the Association for the use and benefit of the Members of the Association. By way of example, and not by way of limitation, Common Areas or Common Facilities will include the perimeter and entry walls, monuments and signage and drainage easements, recreational facility, play ground and/or equipment and other items.

(□) "Common Maintenance Area" shall mean and refer to the Common Areas and the entrance monuments, perimeter walls, drainage facilities and detention ponds, esplanade and right-of-way landscaping, wrought iron fences along the Common Areas and such other areas lying with indicated public easements or rights-of-way as deemed appropriate by the Board of Directors of the Association for the preservation, protection and enhancement of the property values and the general health, safety or welfare of the Owners.

(□) "Declarant" shall mean and refer to Garland - Wiesner, Ltd., its successors or assigns who are designated as such in writing by Declarant, and who consent in writing to assume the duties and obligations of the Declarant with respect to the Lots acquired by such successor or assign.

(□) "Declaration" shall mean and refer to this Declaration of Covenants, Conditions and Restrictions for Fall Creek Addition, and any amendments, annexations and supplements hereto made in accordance with the terms hereof.

(□) "Living Unit" shall mean and refer to a single family residence and its attached or detached garage situated on a lot.

(□) "Lot" or "Lots" shall mean any parcel or parcels of land within the Property shown as a subdivided lot on the Subdivision Plat out of the Property, together with all Improvements located thereon.

(□) "Member" shall mean and refer to all those owners who are members of the Association as provided herein.

(□) "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title to any Lot or portion of a Lot, within the Properties, including contract sellers but excluding those having interest merely as security for the performance of an obligation.

(□) "Property" or "Properties" shall mean and refer to the above described properties known as Fall Creek Addition, and additions thereto, as are subject to this Declaration or any Amended or Supplemental Declaration.

(□) "Single Family" shall mean and refer to a group related by blood, adoption, or marriage or a number of unrelated roommates equal to the number of bedrooms in a living unit.

(□) "Subdivision" shall mean a portion of the Property which is subdivided for residential purposes as shown on a map or plat of record in the Plat Records of Dallas County, Texas.

(□) "Subdivision Plat" shall mean and refer to the map or plat of Arbor Lake Addition filed for record in Volume 2001196, Page 89 of the Deed and Plat Records of Dallas County, Texas and any amendment thereof upon filing of same for record in the Deed and Plat Records of Dallas County, Texas.

ARTICLE III

USE

All Lots in the Subdivision shall be used for single family residential purposes except for any Lot owned by the Association.

No Owner shall occupy or use his Lot or any improvements constructed thereon, or permit the same or any part thereof to be occupied or used for any purpose other than as a private residence for the owner, his family, guests and tenants. During the construction and sales period of the initial Living Units, the building may erect and maintain such structures as are customary in connection with such construction and sale of such property, including, but not limited to, a business office, storage areas, sign, model units, sales office, and construction trailer, but the size, location, and design of any storage sheds, signs, sales office and construction trailer shall be subject to ACC approval.

No building material of any kind shall be placed or stored upon any Lot until the Owner thereof is ready to commence improvements, and then the material shall be placed within the property lines of the Lot upon which the improvements are to be erected and shall not be placed on the street or between the curb and property line.

All temporary construction and sales structures shall be aesthetically compatible with the Subdivision development, as solely determined by the Committee.

No Owner or Owner's agent shall clear, make improvements to, plant within or disturb any Common Area except at the direction of the Association. Neither the Association nor any Owner shall have the right to clear, improve, plant upon or disturb any property lying outside the Subdivision.

ARTICLE IV

ARCHITECTURAL CONTROL COMMITTEE

There is hereby created an Architectural Control Committee, initially composed of Ron Haynes and Ed Toole, to serve until their successors are named. A majority of Committee may act for the Committee and no notice of any of its meetings shall be required. Subject to the terms hereinafter set forth, Declarant shall have the right to remove or add members to the Committee and fill vacancies in the committee membership and Declarant may assign such rights to the Association. The sale of the last Lot owned by Declarant within the Properties shall be deemed to be an assignment to the Association of Declarant's powers with respect to ACC membership. Committee members shall not be entitled to compensation for their services rendered in such capacity.

No building, fence, wall, outbuilding or other structure or improvement shall be erected, altered, added onto, placed or repaired on any lot in the subdivision until the complete plans including site plans, floor plans depicting room sizes and layouts, exterior elevations, any other plans or information deemed necessary by the ACC for the performance of its function ("Required Plans"), are submitted and approved in writing by the Architectural Control Committee as to the conformity and harmony of exterior design with existing structures in the Subdivision. In addition, the Owner shall submit the identity of the individual or company intended to perform the work and projected commencement and completion dates.

Within thirty (30) days after the Owner has submitted to the Committee the Required Plans and written notice that the Owner desires to obtain ACC approval, the Committee shall notify Owner in writing whether the Required Plans are approved or disapproved. If plans and specifications are not sufficiently complete or are otherwise inadequate, the ACC may reject them as being inadequate or may approve or disapprove them in part, conditionally or unconditionally, and reject the balance. In the event the plans submitted by the Owner have not been approved or disapproved within thirty (30) days after being submitted, the plans so submitted will be deemed to have been approved but a deemed approval shall not permit a violation of any of the terms of this Declaration nor extend to any deviation from or alteration to the plans actually submitted nor to any matter requiring a written variance.

The Committee shall have the express authority to perform fact finding functions hereunder and shall have the power to construe and interpret any covenant herein that may be vague, indefinite, uncertain or capable of more than one interpretation. The goal of the Committee is to encourage the construction of dwellings of good architectural design, quality and proper size compatible with Declarant's conceptual plan for the subdivision. Dwellings should be planned and designed with particular attention to the design and aesthetic appearance of the exterior and the use of such materials, which, in the sole judgment of the Committee, create an attractive and harmonious blend with existing and proposed dwellings in the immediate area and the natural surroundings. Members of said Committee and their representatives shall not be liable to any person subject to or possessing or claiming the benefits of these restrictive covenants for any damage or injury to property or for damage or loss arising out of their acts hereunder. The Committee's evaluation of Required Plans is solely to determine compliance with the terms of this Declaration and the aesthetics or the proposed improvements and the Committee disclaims any responsibility to determine compliance with any applicable building code or other standard for construction.

The Architectural Control Committee shall have the right, but not the obligation, to grant variances and waivers relative to deviations and infractions of the Declaration or to correct or avoid hardships to Owners. Upon submission of a written request for same, the ACC may, from time to time, in its sole discretion, permit an owner to construct, erect or install a dwelling which is in variance from the covenants, restrictions or architectural standards which are provided in this Declaration. In any case, however, the dwelling with such variances must, in the Committee's sole discretion, blend effectively with the general architectural style and design of the neighborhood and must not detrimentally affect the integrity of the subdivision or be incompatible with the natural surroundings. All requests for variances shall be in writing, shall be specifically indicated to be a request for variance, and shall indicate with specificity the particular standard sought to be varied and the nature of the variance requested. All requests for variances shall be deemed to be disapproved if the Committee has not expressly and in writing approved such request within thirty (30) days of the submission of such request. No member of the Committee shall be liable to any owner for any claims, causes of action or damages arising out of the grant of any variance to an owner. No individual member of the ACC shall have any personal liability to any Owner or any other person for the acts or omissions of the ACC if such acts or omissions were committed in good faith and without malice. Each request for a variance submitted hereunder shall be reviewed independently of similar and the grant of a variance to any one Owner shall not constitute a waiver of the Committee's right to deny a variance to another Owner. The decisions of the Architectural Control Committee with respect to variances shall be final and binding upon the applicant.

All decisions of the Committee shall be final and binding, and there shall not be revisions of any action of the Committee except by procedure for injunctive relief when such action is patently arbitrary and capricious. In the event of construction of improvements or threatened construction of improvements in violation of this Declaration, any Owner, the Association, Declarant or the Committee may seek to enjoin such construction or seek other relief against the Owner or builder responsible therefore provided that each such offending party shall first be given written notice of the perceived violation and the opportunity to remedy the violation prior to the filing of suit. Neither the Declarant, the Architectural Control Committee, nor any member of such Committee shall be liable in damages, or otherwise, to anyone submitting plans and specifications for approval or to any Owner who believes himself adversely affected by this Declaration by reason of mistake of judgment, negligence or nonfeasance in connection with the approval or disapproval of plans or requests for variance.

The Architectural Control Committee shall be duly constituted and shall continue to function for the entire duration of this Declaration, including any extensions thereof. At such time as Declarant no longer owns any Lots subject to the jurisdiction and assessment of the Association, the Board of Directors shall have the right and obligation to appoint the members of the Committee.

ARTICLE V

RESTRICTIONS ON LOTS

Except for Common Areas owned or maintained by the Association or the City of Garland, Texas, all Lots in the subdivision shall be used for residential purposes. No residential building shall remain incomplete for more than twelve (12) months after construction has commenced. Temporary use may be made of a house for a builder's sales office, which shall be permitted until such house is occupied as a residence, provided such use is approved in writing by Declarant.

Every unit shall have and maintain a garage large enough to accommodate under roof a minimum of two (2) full-sized automobiles. No garage shall be permanently enclosed for conversion to any other use. Open carports are not permitted unless special design circumstances warrant their use, in which case permission must be obtained in writing from the ACC prior to construction.

The term "residential purposes" as used herein shall be held and construed to exclude any commercial use, industrial use, apartment house, hospital, clinic and/or professional use, and such excluded uses are hereby expressly prohibited. Business use will be permitted providing that the use conforms to zoning regulations, is not detectable by sight, sound or smell, and does not increase or obstruct vehicular or pedestrian traffic.

ARTICLE VI OUTBUILDING REQUIREMENTS

Every outbuilding, inclusive of such structures as a detached garage, storage building, gazebo, spa, greenhouse or children's playhouse, shall be compatible with the dwelling to which it is appurtenant in terms of its design and material composition. All such outbuildings shall be subject to approval of the ACC. In no instance shall an outbuilding exceed one (1) story in height other than a detached garage, nor shall the total floor area of outbuildings other than a detached garage exceed ten percent (10%), individually or in the aggregate, of the floor area of the main dwelling.

ARTICLE VII BUILDING MATERIALS

Roofing shall be architectural, 20-year composition shingles, as approved by the ACC. All roofs shall have a pitch of 4:12 or greater.

All fireplace flues and smoke stacks shall be enclosed and concealed from public view in finished chimneys or materials architecturally compatible with the finish material of the exterior walls of the dwelling or otherwise approved by the ACC. All front load chimneys will be composed of masonry matching the primary masonry used on the residence. Center load fireplace chimneys may use siding to match the existing materials of the residence or may use masonry matching the primary masonry used on the residence.

ARTICLE VIII

FENCES

No fence or wall shall be built or maintained forward of the front wall line, nor any hedge planted or maintained forward of the front setback line, of the main structure, not including decorative walls or fences which are part of the architectural design of the main structure, and which are not to be built or maintained nearer than the building setback line of any Lot unless otherwise approved in writing by the ACC. All fences or walls located on a Lot are to be maintained at the expense of the Lot Owner. All fences shall be all wood composed of one inch by four (1" x 4"), six feet (6') tall, notched, vertical planks. No fence panel shall exceed 10 feet (10') in length.

The ACC is empowered to waive the aforesaid composition requirements for fences and the aforesaid height or setback limitation in connection with retaining walls and decorative walls if, in its sole discretion, such waiver is advisable in order to accommodate a unique, attractive or advanced building concept, design or material, and the resulting fence, decorative wall and/or retaining wall (whichever is applicable) will not detract from the general appearance of the neighborhood.

No fence, wall or hedge or shrub planting which obstructs sight lines shall be placed or permitted to remain on any corner Lot within the triangular area as formed by the extension of curb lines and a line connecting them at points twenty-five feet (25') from the intersection of the curb lines into the street, or in the case of a rounded property corner, from the intersection of three and one-half feet (3-1/2') tall shall be allowed in this inscribed triangle. No tree shall be permitted to remain within such distances of such intersections unless the foliage line is maintained at sufficient height to prevent obstruction of such sight lines.

ARTICLE IX

DRIVEWAYS AND SIDEWALKS

Driveways on each residential Lot and all sidewalks visible from a street can be constructed of broom finish concrete, stamped concrete, or brick pavers. Other materials and finishes require prior ACC approval. At the time of construction of a residence, the Owner shall also construct a four-foot sidewalk which shall be placed and constructed within the street right of way in accordance with City of Garland specifications and ordinances, behind the curb. Location, design and any decorative surface must be approved by the ACC. The driveway turnout shall be constructed in such manner as to provide an attractive transitional radius from the curb and gutter into the driveway entrance and shall prevent escape of drainage water from the street onto any Lots. Driveways and sidewalks must be shown on the site plan submitted for approval by the ACC. Asphalt and gravel driveways and sidewalks are specifically prohibited.

ARTICLE X

TEMPORARY STRUCTURES

No structure of a temporary character (sales structure, trailer, tent, shack, garage, barn or other outbuildings) shall be used on any Lot at any time for storage or as a residence, either temporarily or permanently. No trailer, camper, recreational vehicles, or similar vehicles shall at any time be parked in view of any other lot or dwelling unit or connected to utilities situated within a Lot. No prefabricated dwelling or building previously constructed elsewhere may be placed or maintained on any Lot. No modular or mobile home, whether or not the wheels have been removed, may be placed or maintained on any Lot. All structures of a temporary character must be approved by the Architectural Control Committee.

ARTICLE XI

SIGNS

No signs, banners, or pennants of any kind shall be displayed to the public view on any single-family residential Lot except one (1) professional sign of not more than nine (9) square feet advertising the property for sale. Notwithstanding the foregoing, signs used by the Developer or original home builder to advertise the property during the construction and sales period shall be permitted. Signs advertising subcontractors or suppliers are specifically prohibited. The sign may state only the name and phone number of the seller and/or their agent. For rent, for lease, distressed, foreclosures and bankruptcy references are specifically prohibited. Political signs may be erected upon a Lot by the Owner of such Lot advocating the election of one or more political candidates or the sponsorship of a political party, issue or proposal provided that such signs shall not be erected more than 90 days in advanced of the election to which they pertain and are removed within 15 days after the election. The ACC shall have control over all verbiage on all signs. Except for signs advertising a Lot for sale and adhering to the provisions of this Article XI, all signs within the Properties shall be subject to the prior written approval of the ACC. Any such sign may not (i) describe the condition of the Home or Lot, (ii) describe, malign or refer to the reputation, character or building practices of Declarant, Builder or any other Lot owner, and (iii) discourage or otherwise impact or attempt to impact anyone's decision to acquire a Lot or Home in the Property. Declarant, Association or their respective agents shall have the right to remove all signs, billboards or other advertising structures including, without limitation, political or private sale (such as "garage" sale) signs that do not comply with this Article XI and in so doing shall not be subjected to any liability for trespass or any other liability in connection with such removal.

ARTICLE XII

MAINTENANCE

All yards and lawns shall be kept neat and well maintained and all grass, weeds, and vegetation on each Lot shall be kept mowed at regular intervals. Trees, shrubs, vines and plants which die shall be promptly removed from each Lot and replacements of equal quality or value promptly installed. Lawns must be properly maintained (not to exceed six inches [6"] in height) and

fences must be repaired and maintained and no objectionable or unsightly usage of Lots will be permitted which is visible to public view. Building materials shall not be stored on any Lot, and any excess materials not needed for construction and any building refuse shall promptly be removed from each Lot.

Until a home or residence is built on a Lot, Declarant may, at its option, have the grass, weeds and vegetation cut when and as often as the same is necessary in its judgment, and have dead trees, shrubs and plants removed there from. Declarant may also, at its option, remove any excess building materials or building refuse situated on a Lot in violation of this covenant. The Owner of any Lot shall be obligated to reimburse Declarant for the cost of such maintenance or removal upon demand.

ARTICLE XIII

LANDSCAPING

All front yards and side yards on all Lots must be planted with grass or other ground cover exclusive of any landscaped areas. Decorative ground cover rock in the front and side yards may not exceed ten (10%) percent of the total area of the front and side yards. Cuts into natural grade visible from the street are to be faced with masonry, landscape timbers, sodding or landscaping. Allowances may be made for areas left in their natural state depending on their appearance.

ARTICLE XIV

VEHICLES

No trailer, motor home, tent, boat, recreational vehicle, travel trailer, any truck larger than a three-quarter (3/4) ton pick-up, or wrecked, junked or wholly inoperable vehicle shall be kept, parked, stored or maintained on any portion of the front yard area of a Lot nor shall be kept, parked, stored or maintained on other portions of the Lot, unless in an enclosed structure or in a screened area which prevents the view thereof from any Lots or dwelling and streets. Intermittent overnight parking of trailer, motor home, tent, boat, recreational vehicle or travel trailer for a period of time not to exceed twenty-four (24) consecutive hours will be permitted. No dismantling or assembling of an auto, trailer, any truck or any other machinery or equipment shall be permitted in any driveway or yard adjacent to a street. The ACC, as designated in this Declaration, shall have the absolute authority to determine from time to time whether a vehicle and/or accessory is operable and adequately screened from public view. Upon an adverse determination by said ACC, the vehicle and/or accessory shall be removed and/or otherwise brought into compliance with this paragraph.

No vehicles, trailers, implements or apparatus may be driven or parked on any easement.

All matters set forth in this Article requiring approval shall require the express, advance, written approval of the ACC.

ARTICLE XV

NUISANCES

No noxious or offensive activity shall be carried on upon any Lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood.

No Owner or occupant shall perform any work that will impair the structural soundness or integrity of another Living Unit or impair any easement or hereditament, nor do any act nor allow any condition to exist which will adversely affect the other Living Units or their Owners or residents.

No exterior lighting of any sort shall be installed or maintained on a Lot where the light source is offensive or a nuisance to neighboring property (reasonable security or landscape, or tennis court lighting is permitted with the prior approval of the ACC.)

No exterior speakers, horns, whistles, bells or other sound devices (except security devices used exclusively to protect the Lot and improvements situated thereon or entry door and patio intercoms) shall be placed or used upon any Lot.

All matters set forth in this Article requiring approval shall be deemed to be the express approval, in advance, of the ACC.

ARTICLE XVI

GARBAGE AND REFUSE DISPOSAL

No Lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage and other waste shall be kept in sanitary containers, whether arranged for alley pickup or street pickup. No trash, ashes or other refuse may be thrown or dumped on any vacant Lot, park, street, Right of Way, or drainage area in the Properties. No cans, bags, containers or receptacles for the storing or disposal of trash, garbage, refuse, rubble, or debris shall be stored, kept, placed or maintained on any Lot where visible from any street except solely on a day designated for removal of garbage and rubbish and on which days only such cans, bags, containers, and receptacles may be placed in front of a residence and beside a street for removal but shall be removed from view before the following day.

ARTICLE XVII

PETS

No animals, livestock, poultry, exotic or dangerous pets of any type (i.e. pit bulls, boa constrictors, ferrets, etc.) that may pose a safety or health threat to the community shall be raised, bred or kept on any Lot except for cats, dogs, or other generally recognized household pets of a reasonable

number provided that they are not kept, or maintained for any commercial purposes and provided further that no more than a total of four (4) adult animals may be kept on a single Lot. Adult animals for the purpose of these covenants shall mean and refer to animals one (1) year or older.

All such animals shall be kept in strict accordance with all local laws and ordinances (including leash laws), and in accordance with all rules established by the Association. It shall be the responsibility of the owners of such household pets to prevent the animals from running loose or becoming a nuisance to the other residents.

ARTICLE XVIII

OIL AND MINING OPERATIONS

No oil drilling, oil development operations, oil refining, quarrying or mining operations of any kind shall be permitted upon or in any Lot, nor shall oil wells, tanks, tunnels, mineral excavations, or shafts be permitted upon any Lot. No derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained or permitted upon any Lot. No tank for the storage of oil or other fluids may be maintained on any Lots above the surface of the ground.

ARTICLE XIX

WATER AND SEWAGE SYSTEMS

No individual water supply system shall be permitted on any Lot, including, but not limited to water wells.

ARTICLE XX

MICROWAVE, RADIO, TV ANTENNA, AND SOLAR COLLECTORS

No microwave dishes, radio, citizen band or otherwise, or television aerial wires or antennas shall be maintained on any portion of any Lot, except those which are fully enclosed or retractable within the structure of the Living Unit. No microwave dishes, antennas, receivers, or transmitters shall be placed on any Lot without being fully enclosed or fully screened from public view. Solar apparatus, if erected, must be maintained in such a way that it is screened from public view, installed in a location not visible from the street, and Rights of Way or other parcels or portions thereof, and must be approved by the ACC before erection.

ARTICLE XXI

CLOTHES HANGING DEVICES

Clothes hanging devices exterior to a dwelling shall not exceed six (6) feet in height and shall be so located as to not be visible from any street.

ARTICLE XXII

UTILITY EASEMENTS AND ACCESS

Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat. Within these easements, if any, no structure, planting or other material shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities or in the case of drainage easements, which may change or impede the direction of flow of water through drainage channels in such easements. The easement area of each Lot, if any, and all improvements in such area shall be maintained continuously by the Owner of the Lot, except for those improvements for which a public authority or utility company is responsible. Neither Declarant nor any utility company using the easements herein or referred to shall be liable for any damage done by them or their assigns, agents, employees or servants to shrubbery, streets or flowers or other property of the Owners situated on the land covered by said easements.

There is hereby created a right of ingress and egress across, over, and under the Properties for the sole purpose of installing, replacing, repairing, and maintaining all facilities for utilities, including, but not limited to, water, sewer, telephone, cable TV, electricity, gas, and appurtenances thereto.

ARTICLE XXIII

WALL, LANDSCAPING, MAINTENANCE, AND OTHER EASEMENTS

(1) Declarant hereby reserves unto itself and its assigns a wall maintenance and landscaping easement, five feet (5') in width, upon Lots adjacent to Pleasant Valley Road and the creek that bisects the Property, as shown and depicted on Subdivision Plat. Within said wall maintenance and landscaping easement, Declarant and its assigns in writing, shall have the right to construct, reconstruct, clean, repair, and maintain a perimeter and entry fence and entry monuments with such features and signage, if any, as Declarant shall determine, and such plants, vegetation, and landscaping between any fence so constructed and the adjacent right-of-way as Declarant may determine. Declarant and its assigns shall have a general right of access upon such Lots for the purpose of such initial construction and thereafter for the purpose of repair, maintenance, and cleaning of any fence constructed pursuant to the power hereby reserved and for the purpose of maintaining and replacing any landscaping or vegetation lying between any fence so constructed and the adjacent right-of-way. Any fence, wall or monument constructed by Declarant pursuant to the rights herein retained shall be transferred and conveyed to the Association following completion of construction which shall maintain said fence at all times in its original condition, with materials matching its original construction, and shall ensure that the exterior thereof is kept clean and free of all defacing, blemishes, marks, and markings thereon. In the event the Association shall ever fail to promptly make any needed repair, maintenance or cleaning to the fence, or shall fail to properly and neatly maintain the vegetation and landscaping between the fence and right of way, Declarant, its successors and assigns, shall have the right of entry onto said Lots and right to perform such functions at the expense of the Association.

(2) In the event that any Owner fails to maintain his Lot as required herein or in the event of emergency, the Declarant and/or the Association shall have the right but not the obligation to enter upon the Lot to make emergency repairs and to do other work reasonably necessary for the proper maintenance and operation of the Property. Entry upon the Lot as provided herein shall not be deemed a trespass, and the Declarant shall not be liable for any damage so created unless such damage is caused by the Declarant's willful misconduct or gross negligence.

ARTICLE XXIV

DRAINAGE EASEMENTS

Easements for drainage throughout the subdivision are reserved as shown on the Subdivision Plat. No Owner of any Lot in the subdivision may perform or cause to be performed any act which would alter or change the course of such drainage easements in a manner that would divert, increase, accelerate or impede the natural flow of water over and across such easements. More specifically and without limitation, no Owner or resident of a Living Unit may:

(1) alter, change or modify the existing natural vegetation of the drainage easements in a manner that changes the character of the original environment of such easements;

(2) alter, change or modify the existing configuration of the drainage easements, or fill, excavate or terrace such easements, or remove trees or other vegetation there from without the prior written approval of the ACC and the City of Garland's City Engineer;

(3) construct, erect or install a fence or other structure of any type or nature within or upon such drainage easements;

(4) permit storage, either temporary or permanent, of any type upon or within such drainage easements; or

(5) place, store or permit to accumulate trash, garbage, leaves, limbs or other debris within or upon the drainage easements, either on a temporary or permanent basis.

The failure of any Owner to comply with the provisions of this Article shall in no event be deemed or construed to impose liability of any nature on the ACC and/or Declarant, and such Committee and/or Declarant shall not be charged with any affirmative duty to police, control or enforce such provisions. The drainage easements provided for in this Article shall in no way affect any other recorded easement in the subdivision.

ARTICLE XXV

GARAGES

A garage able to accommodate at least two (2) full-sized automobiles must be constructed and maintained as a garage, for each Living Unit. Each driveway must accommodate two vehicles in front of the garage for off-street parking requirements. Rear detached garages shall be permitted provided they are constructed in compliance with the requirements of these covenants.

ARTICLE XXVI

MAXIMUM HEIGHT

No building or structure erected, altered or placed on, within or in the Properties shall exceed thirty-five feet (35') in height (measured from the top of the foundation to the topmost part of the roof) nor be more than two and one-half (2 ½) stories in height, provided however, that all applicable ordinances, regulations, and statutes with respect to the maximum height of buildings and structures shall, at all times, be complied with.

ARTICLE XXVII

ADDITIONS

Additional properties may be annexed to the jurisdiction of the Association through the execution and filing of a Declaration of Restrictive Covenants, which shall extend the general scheme of the covenants and restrictions of this Declaration to such property and which shall reflect the consent of the Declarant to such property and which shall reflect the consent of the Declarant or the Association to such annexation. Said Declaration may contain such modifications as are necessary to reflect the different character of the added properties.

ARTICLE XXVIII

ENFORCEMENT

If the Owner of any Lot, or its heirs, executors, administrators, successors, assigns or tenants, shall violate or attempt to violate any of the restrictions and covenants set forth in this Declaration, it shall be lawful for the Association, Declarant, or any Owner subject to this Declaration, to prosecute any proceedings against the person or persons violating or attempting to violate any such restrictions and covenants. The failure of any Owner or tenant to comply with any restriction or covenant will result in irreparable damage to Declarant and other Owners of Lots in the Subdivision; thus the breach of any provision of this Declaration may not only give rise to an action for damages at law, but also may be enjoined or may be subject to an action for specific performance in equity in any court of competent jurisdiction. In the event an action is instituted to enforce the terms hereof or prohibit violations hereof, and the party bringing such action prevails, then in addition to any other remedy herein provided or provided by law, such party shall be entitled to recover court costs and reasonable attorney's fees. The Architectural Control Committee, Association, and/or Declarant shall not be charged with any affirmative duty to police, control or enforce the terms of this Declaration and these duties shall be born by and be the responsibility of Lot Owners.

ARTICLE XXIX

SECURITY

Security may be provided by the Association, from time to time; however, the Association is not now a provider of security, and the Owners must provide their own security for their home and property.

ARTICLE XXX

ATHLETIC FACILITIES

Basketball goals, or backboards, or any other similar sporting equipment of either a permanent or temporary nature shall not be placed within ten feet (10') from the front property line of any Lot or the side lot lines of corner lots in the Subdivision without the prior written consent of the ACC. All basketball backboards shall be of a clear, see-through material and all supporting poles and stanchions shall be painted either black or dark hunter green.

ARTICLE XXXI

MEMBERSHIP IN THE ASSOCIATION

Every person or entity who is a record Owner of a free or undivided interest in any Lot which is subject to the jurisdiction of and to assessment by the Association shall be a member of the Association, provided, however, that any person or entity holding an interest in any such Lot or Lots merely as security for the performance of an obligation, shall not be a member.

ARTICLE XXXII

VOTING RIGHTS

The Association shall have two classes of voting membership.

Class A. Class A Members shall be all those owners as defined in Article XXXI above with the exception of Declarant. Class A members shall be entitled to one vote for each lot in which they hold the interest required for membership by Article XXXI. When more than one person holds such interest or interest in any Lot, all such persons shall be members, and the vote for such Lot shall be exercised as they among themselves determine, but in no event shall more than one vote be cast with respect to any such Lot.

Class B. Class B Members shall be Declarant and Builder Members. The Class B Members shall be entitled to three votes for each Lot in which they hold the interest required by Article XXXI above, provided that the Class B membership shall cease and become converted to Class A membership on the happening of the following events, whichever occurs earlier:

- (1) when the total votes outstanding in Class A membership equal the total votes outstanding in the Class B membership; or
- (2) January 1, 2012.

From and after the happening of these events, whichever occurs earlier, the Class B member shall be deemed to be a Class A member entitled to one vote for each Lot in which it holds the interest required for membership.

All voting rights of an Owner may be suspended by the Board of Directors during any period in which such Owner is delinquent in the payment of any assessment duly established pursuant to Article XXXII or is otherwise in default there under or under the Bylaws or Rules and Regulations of the Association.

ARTICLE XXXIII

COVENANTS FOR MAINTENANCE ASSESSMENTS

Declarant, for each Lot owned by it within the Properties, hereby covenants, and each Owner of a Lot, by acceptance of a deed thereto, whether or not it shall be so expressed in any such deed or other conveyance, shall be deemed to covenant and agree to pay to the Association: (1) annual assessments or charges and (2) special assessments for capital improvements, such assessments to be fixed, established, and collected from time to time as hereinafter provided. The annual and special assessments, together with such interest thereon and costs of collection thereof as are hereinafter provided, shall be a charge on the land and shall be a continuing lien upon the property against which each such assessment is made. Each such assessment, together with such interest thereon and cost of collection thereof as hereinafter provided, shall also be the personal obligation of the person who was the Owner of such property at the time the obligation accrued.

The assessments levied by the Association shall be used for the purpose or promoting the recreation, health, safety and welfare of the Members, and in particular, for the improvement, maintenance and operation of the properties, services and facilities devoted to this purpose and related to the use and enjoyment of the Properties by the members.

The annual assessments for both improved and unimproved Lots shall be determined by the Board of Directors in the manner provided for herein after determination of current maintenance costs and anticipated needs of the Association during the year for which the assessment is being made and the annual assessments for unimproved Lots shall be one-fourth (1/4) the annual assessment for improved Lots. Until January 1, 2003, the annual assessment for improved lots shall not exceed \$360.00. From and after January 1, 2003, the maximum annual assessment which may be imposed by the Board of Directors, without membership vote, shall be an amount equal to ten percent (10%) above the prior year's annual assessment. A Lot shall be deemed to be an "improved Lot" when construction of a Living Unit thereon is completed and closing of a sale thereof has taken place, or when the Living Unit is occupied as a residence, whichever first occurs.

In addition to the annual assessments provided for above, the Association may levy, in any assessment year, a Special Assessment on improved Lots only, applicable to that year only, for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of a capital improvement on or which is a part of the Common Facilities, or for such other lawful purpose related to the use of the Properties as the Board of Directors or the Owners may determine, provided that any such assessment shall have the assent of two-thirds (2/3) of the votes of the improved Lot owners who are voting in person or by proxy at a meeting duly called for this

purpose, written notice of which shall be sent to all improved Lot owners at least thirty (30) days in advance and shall set for the purpose of the meeting.

Subject to the limitations stated above, the annual assessment may be adjusted by majority vote of the Board of Directors but shall not be increased by more than ten percent (10%) above that of a previous year with a vote of the membership. Any increase in the annual assessment of more than ten percent (10%) above that of a previous year shall require approval of two-thirds (2/3) vote of each class of Members voting at a meeting duly called for that purpose.

The quorum required for any action authorized herein above shall be as follows: Written notice of any meeting called for the purpose of taking any action authorized herein shall be sent to all members, or delivered to their residences, not less than thirty (30) days in advance of the meeting. At the first meeting called as provided above, the presence at the meeting of Members or of proxies entitled to cast sixty percent (60%) of all the votes of each class of membership shall constitute a quorum. If the required quorum is not forthcoming at any meeting, another meeting may be called, subject to the notice requirements set forth above, and the required quorum at any such subsequent meeting shall be one-half (1/2) of the required quorum at the preceding meeting, provided that such reduced quorum requirement shall not be applicable to any such subsequent meeting held more than sixty (60) days following the preceding meeting. The Association may call as many subsequent meetings as may be required to achieve a quorum. No such subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

The annual assessments provided for herein shall commence on the first day of the month following the first Lot conveyance by Declarant, or such other date as the Board of Directors shall direct. The assessments for each calendar year shall become due and payable and shall be collected as the Board of Directors of the Association shall determine. The amount of the annual assessment shall be an amount which bears the same relationship to the annual assessment provided for above as the remaining number of months in that year bear to twelve. When a Lot becomes an improved Lot, there shall be payable as of the first day of the month following the month when it becomes an improved Lot a sum equal to the difference between the annual assessment for unimproved Lots and the annual assessment for improved Lots, prorated over the balance of the year then remaining. The due date of any special assessment under the provisions hereof shall be fixed in the resolution authorizing such assessment.

In December of each year, beginning December, 1999, the Board of Directors of the Association shall fix the amount of the annual assessment against each Lot for the following year and shall at that time prepare a roster of the Lots and assessments applicable thereto which shall be kept in the office of the Association and shall be open to inspection by any Owner on reasonable notice. Written notice of the assessment shall thereupon be sent to every Owner subject thereto. The Association shall upon demand at any time furnish to any Owner liable for said assessment a certificate in writing, signed by an officer of the Association, setting forth whether said assessment has been paid.

Effect of Non-Payment of Assessments: The Lien; Remedies of the Association. Any assessment not paid within thirty (30) days after the due date shall bear interest from the due date at the rate of twelve (12) percent per annum. Upon written notice to an Owner, and the expiration of thirty (30) days, the Association may bring an action at law against the Owner personally obligated to pay the same, and to foreclose the Association's lien against the Owner's Lot. Each Owner, by his acceptance of a deed to a Lot, hereby expressly vests in the Association, or its agents, the right and power to bring all actions against such Owner personally for the collection of such charges as a debt and to enforce the aforesaid lien by all methods available for the enforcement of such liens, including non-judicial or judicial foreclosure by an action brought in the name of the Association, the power of sale in connection with said lien. The lien provided for in this section shall be in favor of the Association and shall be for the benefit of all other Lot Owners. No Owner shall be freed of liability for any assessments provided for herein by virtue of non-use of Common Area, or non-existence of Common Area.

In addition to the foregoing charges for delinquent accounts, each owner shall be obligated to pay to the association all actual costs of collection incurred by the Association and such reasonable late charges and collection charges as the Board of Directors may establish, all of which shall also be subject to the liens of the Association.

Subordination of the Lien to Mortgages. The lien of the assessments provided for herein shall be subordinate to the lien of any mortgage or mortgages now or hereafter placed upon the Lots subject to assessment, provided, however, that such subordination shall apply only to the assessments which have become due and payable prior to the sale or transfer of such Lot pursuant to a decree of foreclosure, non-judicial foreclosure, or conveyance in lieu of foreclosure or in satisfaction of mortgage debt. Such sale or transfer shall not relieve such Lot from liability for any assessments thereafter becoming due nor from the lien of any such subsequent assessment.

Exempt Property. The charges and liens created herein shall apply only to the Lots, and the remainder of the Properties shall not be subject thereto.

ARTICLE XXXIV

MAINTENANCE FUND AND GENERAL POWERS AND DUTIES OF THE BOARD OF DIRECTORS OF THE ASSOCIATION

Maintenance Fund. The Board, for the benefit of the Owners, shall establish and maintain a maintenance fund into which shall be deposited the annual assessments collected from Owners and which maintenance fund shall be used, without limitation, for the payment of the following:

- (1) Taxes and assessments and other liens and encumbrances which shall properly be assessed or charged against the Common Areas rather than against the individual Owners, if any.
- (2) Care and preservation of the Common Maintenance Area.

(3) The services of a professional person or management firm to manage the Association or any separate portion thereof to the extent deemed advisable by the Board of Directors, (provided that any contract for management of the Association shall be terminable by the Association, with no penalty upon ninety (90) days prior written notice to the managing party) and the services of such other personnel as the Board of Directors or by the manager.

(4) Legal and accounting services.

(5) A policy or policies of insurance insuring the Association, its Directors, and Officers against any liability to the public or to the Owners (and/or invites or tenants) incident to the operation of the Association in any amount or amounts as determined by the Board of Directors.

(6) Workers compensation insurance to the extent necessary to comply with any applicable laws.

(7) Such fidelity bonds as may be required by the Bylaws or as the Board of Directors may determine to be advisable.

(8) Any other materials, supplies, insurance, furniture, labor, services, maintenance, repairs, structural alterations, taxes or assessments (including taxes or assessments assessed against an individual Owner) which the Board of Directors is required to obtain or pay for pursuant to the terms of this Declaration or by law or which in its opinion shall be necessary or proper for the enforcement of this Declaration.

(9) Perpetual maintenance and enhancement of any recreational facility, wall, grounds, landscaping, lights, irrigation system, entry monuments, signs, or other Common Facilities owned or maintained by the Association.

Powers and Duties of Board: The Board, for the benefit of the Owners, shall have the following general powers and duties, in addition to the specific powers and duties provided for herein and in the Bylaws of the Association:

(1) To execute all declarations of ownership for tax assessment purposes and with regard to the Common Areas, if any, on behalf of all Owners.

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

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

(4) To protect or defend the Common Areas from loss or damage by suit or otherwise and to provide adequate reserves for replacements.

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

(6) To make available for inspection by Owners within sixty (60) days after the end of each year an annual report and to make all books and records of the Association available for inspection by Owners at reasonable times and intervals.

(7) To adjust the amount, collect and use any insurance proceeds to repair damage or replace lost property, and if proceeds are insufficient to repair damage or replace lost property, to assess the Owners in proportionate amounts to cover the deficiency.

(8) To enforce the provisions of any rules made hereunder and to enjoin and seek damages from any Owner for violation of such provisions or rules.

(9) To collect all assessments and enforce all penalties for non-payment including the filing of liens and institution of legal proceedings.

The Board Shall have the exclusive right to contract for all goods, services and insurance, payment of which is to be made from the maintenance fund and the exclusive right and obligation to perform the functions of the Board except as otherwise provided herein.

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

ARTICLE XXXV

TITLE TO COMMON AREAS

All Common Area within the Properties shall be conveyed to the Association free of lien prior to the conveyance of the first Lot by the Declarant. The Association shall own all Common Areas in fee simple and assume all maintenance obligations with respect to any Common Areas which may be hereafter established. Nothing contained herein shall create an obligation on the part of Declarant to establish any Common Area.

From and after the date on which title to any Common Area vests in the Association, the Association shall purchase and carry a general comprehensive public liability insurance policy for the benefit of the Association and its members, covering occurrences on the Common Areas. The policy limits shall be determined by the Board of Directors of the Association. The Association shall use its best efforts to see that such policy shall contain, if available, cross-liability endorsements or other appropriate provisions for the benefit of members, Directors and the management company retained by the Association (if any), insuring each against liability to each other insured as well as third parties. Any proceeds of insurance policies owned by the Association shall be received, held in a segregated account and distributed to the Association's general operating account, members, Directors, the management company and other insured, as their interests may be determined.

The Association shall not convey or mortgage any Common Area without the consent of two-thirds (2/3rds) or more of the Lot Owners.

ARTICLE XXXVI

AMENDMENT

This Declaration shall remain in force and effect until January 1, 2012, at which time, and each tenth anniversary thereafter, this Declaration shall be renewed for a period of ten years unless two-thirds (2/3rds) of the Owners of Lots shall file a written agreement to abandon same. This Declaration may be amended by written instrument executed by the Owners of two-thirds (2/3rds) or more of the Lots, provided that no amendment prior to January 1, 2012, shall be effective until approved and executed by Declarant and filed of record in the Official Public Records of Real Property of Dallas County, Texas. Notwithstanding the foregoing Declarant shall have the right to file an amendment to this Declaration, without the necessity of joinder by any other Owner of Lots, or any interest therein, for the limited purposes of correcting a clerical error, clarifying an ambiguity, removing any contradiction in the terms hereof, or for the purpose of making such additions or amendments hereto.

ARTICLE XXXVII

GOVERNMENTAL REQUIREMENTS

Section 1. Additional Obligations of Builders and Contractors. By acceptance of a deed to a Lot, or initiating construction of a residence or improvements to a Lot, each Builder Member and contractor assumes responsibility for complying with all certifications, permitting, reporting, construction, and procedures required under all applicable governmental rules, regulations, and permits, including, but not limited to those promulgated or issued by the Environmental Protection Agency and related to Storm Water Discharges from Construction Site (see Federal Register, Volume 57, No. 175, Page 41176 et seq.), and with the responsibility of ascertaining and complying with all regulations, rules, rulings, and determinations of the Texas Natural Resources Commission (TNRC), related to each Lot, including, without limitations, the provisions of chapters 325 and 331,

Texas Administrative Code, and any specific rulings made pursuant to the terms thereof. The foregoing references are made for the benefit of builders and contractors and do not in way limit the terms and requirements of this covenant and the requirement that all Builder Members and contractors comply with all governmental regulations, and any plan required by such regulations such as a Storm Water Pollution Plan, affecting each Lot and construction site with which they are associated, including delivery to Declarant of a certification of understanding relating to any applicable NPDES permit prior to the start of construction. Each Builder Member and contractor, by acceptance of a deed to a Lot or undertaking the making of improvements to a Lot, holds harmless and indemnifies Declarant cost, loss, or damage occasioned by the failure to abide by any applicable governmental statute, rule, regulation or permit related to the Properties.

Section 2. Remedies of Declarant and the Association. By acceptance of a deed to a Lot, each Builder Member and Owner agrees that Declarant and the Association shall have the right to enter upon any Lot on which one or more conditions or activities prohibited by appropriate governmental authority, for the purpose of curing any such violations, provided that the Owner or Builder Member has been given five days prior written notice and has failed to remedy the complained of violation within such time, and each such Owner and Builder Member indemnifies and holds harmless Declarant and the Association from all cost and expense of such curative action and any cost or expense of penalty or fine levied by any governmental authority as a result of the act or failure to act of the Owner or Builder Member with respect to his Lot or the Properties. The foregoing remedy shall be cumulative of all other remedies for violations of provisions of these covenants.

ARTICLE XXXVIII

GOVERNING LAW

THIS AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS. ALL ACTS REQUIRED OR PERMITTED TO BE PERFORMED HEREUNDER ARE PERFORMABLE IN DALLAS COUNTY, TEXAS AND IT IS AGREED THAT ANY ACTION BROUGHT TO ENFORCE OR CONSTRUCT THE TERMS OF PROVISIONS HEREOF OR TO ENJOIN OR REQUIRE THE PERFORMANCE OF ANY ACT IN CONNECTION HEREWITH SHALL BE BROUGHT IN A COURT OF COMPETENT JURISDICTION SITTING IN DALLAS COUNTY, TEXAS.

ARTICLE XXXIX

INTERPRETATION

If this Declaration or any word, clause, sentence, paragraph, or other part thereof shall be susceptible of more than one or conflicting interpretations, then the interpretation which is most nearly in accordance with the general purposes and objectives of this Declaration shall govern.

ARTICLE XL

OMISSIONS

If any punctuation, work, clause, sentence, or provision necessary to give meaning, validity, or effect to any other word, clause, sentence or provision appearing in this Declaration shall be omitted herefrom, then it is hereby declared that such omission was unintentional and that the omitted punctuation, work, clause, sentence or provision shall be supplied by inference.

ARTICLE XLI

GENDER AND GRAMMAR

The singular, whenever used herein, shall be construed to mean the plural, when applicable, and the necessary grammatical changes required to make the provisions here apply either to corporations or individuals, males or females, shall in all cases be assumed a though in each case fully expressed.

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

In the event of conflict between the terms of this Declaration and any Bylaws, rules, regulations or Articles of Incorporation of the Association, this Declaration shall control.

ARTICLE XLII

ADDITIONAL INFORMATION

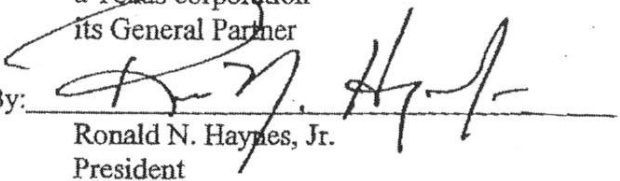
Architectural Design Guidelines for the subdivision, Rules and Regulations of the Association, and the other documents and information which may affect an Owner, prospective Owner, Builder Member, or contractor for improvements to a Lot are maintained at the offices of the Association and Declarant at the address shown below. Each Owner and prospective Owner is advised to carefully examine each of such documents in addition to these Restrictions to determine his rights and obligations.

EXECUTED effective the 23rd day of October, ~~1999~~
2001

DECLARANT:

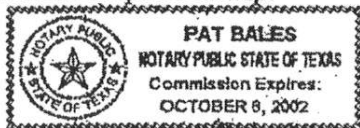
Garland - Wiesner, LTD., a
Texas limited partnership

By: RNH Development Company,
a Texas corporation
its General Partner

By: 
Ronald N. Haynes, Jr.
President

STATE OF TEXAS §
 §
COUNTY OF DALLAS §

~~1999~~ The foregoing instrument was acknowledged before me on the 23rd day of OCTOBER,
~~1999~~, by Ronald N. Haynes, Jr., President of RNH Development Company, a Texas corporation,
General Partner of Garland - Wiesner, Ltd., a Texas limited partnership, on behalf of said
corporation and partnership.



Notary Public, State of Texas

AFTER RECORDING RETURN TO:

Ronald N. Haynes
Haynes Development Company
17817 Davenport Rd., Suite 210
Dallas, Texas 75252

EXHIBIT A

FALL CREEK ESTATES DESCRIPTION

WHEREAS GARLAND-WIESNER, LTD. is the owner of a tract out of the C. ATTERBURY SURVEY, ABSTRACT NO. 36, City of Garland, Dallas County, Texas and being all of that 30.207 acre tract of land described in deed to Garland-Wisner, Ltd. as recorded in Volume 69160, Page 512, Deed Records of Dallas County, Texas, and being all of Fall Creek Estates, an addition to the City of Garland as recorded in Volume 2001196, Page 89, Dallas County Map Records, and being more particularly described as follows:

BEGINNING at a one half inch iron rod found for the northeast corner of said 45.350 acre tract and the northwest corner of a tract of land described in deed to Lazaro Deleon, as recorded in Volume 98190, Page 64, Deed Records of Dallas County, Texas and being in the south right-of-way line of Pleasant Valley Road (a variable width right-of-way):

THENCE South 44 degrees 00 minutes 24 seconds East, a distance of 777.42 feet with the west line of said Lazaro Deleon tract to a one half inch iron rod found for the southwest corner, thereof, said one half inch iron rod also being in the west line of Country Brook South II, an addition to the City of Garland, as recorded in Volume 87010, Page 2546, Deed Records of Dallas County, Texas;

THENCE South 44 degrees 48 minutes 35 seconds East, a distance of 494.87 feet with the west line of said Country Brook South II to a one half inch iron rod found for corner;

THENCE South 44 degrees 15 minutes 01 seconds West, a distance of 495.31 feet with the west line of said Country Brook South II to a one half inch iron rod found for the northeast corner of a tract of land described in deed to the City of Garland, as recorded in Volume 200066, Page 1180, Deed Records of Dallas County, Texas;

THENCE South 42 degrees 08 minutes 08 seconds West, a distance of 393.77 feet leaving the west line of said Country Brook South II, with the north line of said City of Garland tract to a one half inch iron rod found for the northwest corner of said City of Garland tract and being in the east line of Lot 19, Block 4, Northlake Estates, No. 13, as recorded in Volume 85101, Page 2464, Deed Records of Dallas County, Texas;

THENCE North 45 degrees 34 minutes 40 seconds West, a distance of 1515.44 feet with the east line of said Northlake Estates No. 13 and Northlake Estates No. 11, as recorded in Volume 82164, Page 514, Deed Records of Dallas County, Texas to a one half inch iron rod found for the northeast corner of said Northlake Estates No. 11 and in the south right-of-way line of said Pleasant Valley Road;

THENCE North 44 degrees 21 minutes 36 seconds East, a distance of 231.27 feet leaving the east line of said Northlake Estates No. 11 and with the south right-of-way line of Pleasant Valley Road to a one half inch iron rod found for corner;

2001221 04740

THENCE South 45 degrees 38 minutes 24 seconds East, a distance of 10.00 feet with the south right-of-way line of Pleasant Valley Road to a one half inch iron rod found for corner;

THENCE North 44 degrees 21 minutes 36 seconds East, a distance of 218.70 feet with the south right-of-way line of Pleasant Valley Road to a one half inch iron rod found for corner;

THENCE South 45 degrees 38 minutes 24 seconds East, a distance of 5.00 feet with the south right-of-way line of Pleasant Valley Road to a one half inch iron rod found for the beginning of a non-tangent curve to the right having a radius of 575.77 feet, a central angle of 38 degrees 50 minutes 15 seconds, a tangent of 202.97, a chord bearing and distance of North 63 degrees 46 minutes 34 seconds East, 382.85 feet;

THENCE with said curve to the right, an arc distance of 390.28 feet with the south right-of-way line of Pleasant Valley Road to a one half inch iron rod found for corner;

THENCE North 83 degrees 14 minutes 36 seconds East, a distance of 135.43 feet with the south right-of-way line of Pleasant Valley Road to the POINT OF BEGINNING and containing 1,315,812 square feet or 30.207 acres of land.

2001221 04741

24240 1221002

2001-9 11:48

DALLAS COUNTY

Any person herein which restricts the use, rental, or use of the
document is hereby notified that such restriction is void and
unenforceable under Texas law.
STATE OF TEXAS COUNTY OF DALLAS
I hereby certify this instrument was filed on the date and time
stamped on this by me and was duly recorded in the public and
page of the named records of Dallas County, Texas as stated
herein by me.

NOV 12 2001



Earl Bullock
COUNTY CLERK, Dallas County, Texas

Return to (closer _____):
REUNION TITLE
5944 Luther Lane, Suite 800
Dallas, Texas 75225

N = 7,028,463.1668 ft.
E = 2,549,365.2967 ft.
ELEV. = 508.16 ft.

LAZARO D
VOL. 98190,
D.R.D.C

NAAMAN SCHOOL
ROAD
(80' ROW)

S 44°00'24" E

20' SANITARY SEWER
EASEMENT
VOL. 72128, PG. 2027
D.R.D.C.T.

LOT 9, BLOCK 2
COMMON AREA
64,239 SQ. FT.
(SEE NOTE 1)

DRIVE

OVERLOOK

CROSSING

RAVINE

PLEASANT VALLEY ROAD
(VARIABLE WIDTH ROW)

S 45°38'24" E
5.00'

NC.
224

25' X 25' STREET
AND VISIBILITY ESMT.

ND

44°21'36" E
231.27'

17

150

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44°21'36" E

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**BYLAWS
OF
FALL CREEK ADDITION HOMEOWNERS ASSOCIATION, INC.**

THESE BYLAWS govern the affairs of Fall Creek Addition Homeowners Association, Inc., a Texas non-profit corporation.

**ARTICLE I
DEFINITIONS AND CONSTRUCTION**

1.1 Certain Definitions. As used in these Bylaws, the following terms shall have the following meanings:

“Act” means the Texas Non-Profit Corporation Act.

“Annual Maintenance Fund Charge” means the annual maintenance fund charge to be levied against the members by the Association pursuant to Article XXXIII and/or XXXIV of the Protective Covenants.

“Association” means Fall Creek Addition Homeowners Association, Inc., a Texas non-profit corporation.

“Board” means the Board of Directors of the Association.

“Bylaws” means these Bylaws of the Association.

“Declarant” shall mean Garland – Wiesner, Ltd., a Texas limited partnership.

“Director” means a director on the Board.

“Lot” “Lots” shall mean any parcel or parcels or land within the real property governed by the Declaration of Covenants (the “Property”) shown as a subdivided lot on the plat of Property, together with any and all improvements located thereon.

“Member” means a member of the Association.

“Owner” shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title to any Lot or portion of a Lot within the Property, including contract sellers but excluding those having interest merely as security for the performance of an obligation.

“Person” means an individual, corporation, business trust, estate, trust, custodian, trustee, executor, administrator, nominee, partnership, registered limited liability partnership, limited partnership, association, limited liability company, government, governmental subdivision, governmental agency, governmental instrumentality, and any other legal or commercial entity, in its own or representative capacity.

"President" means the individual holding the office of president of the Association.

"Proceeding" has the meaning given such term in Article 1396-2.22A of the Act.

"Property" means the real property described in Exhibit "A" attached hereto.

"Protective Covenants" means those certain Declaration of Restrictive Covenants and Conditions for Fall Creek Addition and Provisions for Fall Creek Addition Homeowners Association dated October 23, 2001, recorded in the Deed and Plat Records of Dallas County, Texas as the same may be amended from time to time.

"Required Interest" means a majority of the votes entitled to be cast at a meeting of the Members.

"Secretary" means the individual holding the office of secretary of the Association.

1.2 Construction. Whenever the context requires, (i) the gender of all words used in these Bylaws includes the masculine, feminine, and neuter, and (ii) all singular words include the plural, and all plural words include the singular.

ARTICLE 2 OFFICES

2.1 Principal Office. The Association's principal office shall be located at 17817 Davenport Road, Suite 210, Dallas, Texas, 75252. The Association may have such other offices, in Texas or elsewhere, as the Board may determine. The Board may change the location of any office of the Association.

2.2 Registered Office and Registered Agent. The Association shall maintain a registered office and registered agent in Texas. The registered office may, but need not, be identical with the Association's principal office. The Board may change the registered office and the registered agent as permitted in the Act.

ARTICLE 3 MEMBERS

3.1 One Class of Members. The Association shall have two (2) classes of Members. Class A Members shall be the Owners of a free or undivided interest in any Lot. Class B Members shall be the Declarant and any builders approved by Declarant for construction of houses and other improvements on the Property for the sale to other Persons. All Owners shall be a Member of the Association.

3.2 Changes in Membership. A Person who becomes the record owner of fee title to any real property constituting a portion of the Property and gives written notice to the Association of such Person's desire to become a Member shall be admitted as a Member of the Association effective upon the Association's receipt of such written notice. A Person shall cease

to be a Member at such time as that Person is no longer an Owner. Membership in the Association is not transferable or assignable.

3.3 Voting Rights. The Association shall have two classes of voting membership.

Class A. Class A Members shall be entitled to one vote for each Lot in which they hold an ownership interest. When more than one person holds such interest or interest in any Lot, all such persons shall be Members, and the vote for such Lot shall be exercised as they among themselves determine, but in no event shall more than one vote be cast with respect to any such Lot.

Class B. The Class B Members shall be entitled to three votes for each Lot in which they hold an ownership interest, provided that the Class B membership shall cease and become converted to Class A membership on the happening of the following events, whichever occurs earlier:

(a) when the total votes outstanding in Class A membership equal the total votes outstanding in the Class B membership; or

(b) January 1, 2012.

From and after the happening of these events, whichever occurs earlier, the Class B Member shall be deemed to be a Class A Member entitled to one vote for each Lot in which it holds the interest required for membership.

All voting rights of an Owner may be suspended by the Board of Directors during any period in which such Owner is delinquent in the payment of any assessment duly established pursuant to the Protective Covenants, or is otherwise in default thereunder or under the Bylaws or Rules and Regulations of the Association.

3.4 No Interest in Association Property. The Association owns all real and personal property acquired by the Association. A Member has no interest in specific property of the Association, and each Member waives the right to require partition of all or part of the Association's property.

ARTICLE 4 MEETINGS OF MEMBERS

4.1 Annual Meeting. An annual meeting of the Members shall be held at 5:00 p.m. on the 15th day of March each year or at such other time that the Board designates. If the day fixed for the annual meeting falls on a Saturday, Sunday, or legal holiday in Texas, the meeting shall be held on the next business day. At the annual meeting, the Members shall elect Directors and transact any other business that may come before the meeting. If, in any year, the election of Directors is not held on the day designated for the annual meeting, or at any adjournment of the annual meeting, the Board shall call a special meeting of the Members, as soon as possible, to elect Directors.

4.2 Special Meetings. Special meetings of the Members may be called by the President, the Board, or Members having at least twenty-five percent (25%) of the votes entitled to be cast at a meeting of the Members. Any other special meetings may be called by the President, Board, or Members as provided for in the Protective Covenants.

4.3 Place of Meeting. The Board may designate any place inside the State of Texas, as the place of meeting for any annual or special meeting of the Members. If the Board does not designate the place of a meeting of the Members, such meeting shall be held at the Association's principal office in Texas.

4.4 Notice of Meetings. No notice of annual meetings of the Members shall be required to be given, and no provision of these Bylaws shall be construed otherwise. With respect to special meetings of the Members other than as may be governed by the Protective Covenants, written or printed notice stating the place, day, and hour of the meeting and the purpose or purposes for which such special meeting is called shall be delivered not less than ten (10) nor more than sixty (60) days before the date of such special meeting, either personally, by facsimile transmission, or by mail, by or at the direction of the President, the Secretary, or the Persons calling such special meeting, to each Member entitled to vote at such special meeting. If mailed, such notice shall be deemed to be delivered when deposited in the United States mail addressed to the Member at its address as it appears on the records of the Association, with postage thereon paid. If transmitted by facsimile, notice is deemed to be delivered on successful transmission of the facsimile. If all of the Members meet and consent to holding a special meeting, any may be taken at such meeting regardless of lack of proper notice.

4.5 Record Date. The record date for determining the Members entitled to notice of a meeting of the Members shall be fixed by the Board. If the Board fails to fix a record date for a meeting of the Members, the Members on the date of such meeting shall be entitled to vote at such meeting.

4.6 Voting Members' List. After fixing the record date for a meeting of the Members, the Board, the President, or the Secretary shall cause to be prepared an alphabetical list of all Members who are entitled to notice of the meeting. The list must show the address and number of votes each Member is entitled to cast at the meeting. Not later than two (2) business days after the date notice is given of a meeting for which a list was prepared in accordance with the foregoing, and continuing through the meeting, the list of Members must be made available for inspection by any Member entitled to vote at the meeting for the purpose of communication with other Members concerning the meeting at the Association's principal office or at a reasonable place identified in the meeting notice in the city where the meeting will be held. A Member or Member's agent or attorney is entitled on written demand to inspect and copy the list at a reasonable time and at the Member's expense during the period it is available for inspection. The Association shall make the list of Members available at the meeting, and any Member or Member's agent or attorney is entitled to inspect the list at any time during the meeting or any adjournment.

4.7 Quorum. Members holding a Required Interest who attend the meeting in person or by proxy shall constitute a quorum at a meeting of Members. The Members present at a duly called or held meeting at which a quorum is present may continue to transact business, even if

enough Members leave so that less than a quorum remains. However, no action may be approved without the vote of at least a Required Interest. If a quorum is not present at any time during a meeting, a majority of the Members who are present may adjourn and reconvene the meeting once without further notice.

4.8 Actions of Members. With respect to any matter voted upon at a meeting of the Members, the affirmative vote of a Required Interest shall constitute the act of the Members unless the Act requires the vote of a greater proportion of votes entitled to be cast at a meeting of the Members.

4.9 Proxies. A Member entitled to vote at a meeting of Members may vote by proxy. All proxies must be in writing, bear the signature of the Member giving the proxy, and must specify the date on which they are executed. No proxy is valid after 11 months from the date of its execution, unless the proxy specifically states a later date.

ARTICLE 5 BOARD OF DIRECTORS

5.1 Management of Association. The Board shall manage the affairs of the Association. Without limiting the generality of the foregoing, the Board shall fix the amount of the Annual Maintenance Fund Charge and shall authorize the expenditure of funds collected in connection therewith. In managing the affairs of the Association, the Board shall abide by the Protective Covenants.

5.2 Finality of Determination. Provided that the Board abides by the Protective Covenants and exercises its judgment in good faith, the judgment of the Board with respect to the Annual Maintenance Fund Charge (including, without limitation, fixing the amount thereof and authorizing the expenditure of amounts collected in connection therewith) shall be final.

5.3 Number, Qualifications, and Tenure of Directors. The number of Directors shall be three (3). Directors need not be Members. Each Director shall serve for a term of one (1) year, provided that a Director may be elected to succeed himself or herself any number of times.

5.4 Nominating Directors. At any meeting at which the election of Directors is held, a Member may nominate an individual.

5.5 Electing Directors. An individual who has been duly nominated may be elected as a Director. Directors shall be elected by the vote of a Required Interest of the Members and shall hold office until a successor is elected by the Members.

5.6 Vacancies. The Board shall fill any vacancy in the Board and any Director position to be filled due to an increase in the number of Directors. A vacancy shall be filled by the affirmative vote of a majority of the remaining Directors, even if it is less than a quorum of the Board, or if it is a sole remaining Director. A Director selected to fill a vacancy shall serve for the unexpired term of his or her predecessor in office.

5.7 Annual Meeting. The annual meeting of the Board may be held without notice. The annual Board meeting shall be held immediately after, and at the same place as, the annual meeting of the Members.

5.8 Special Meetings. Special meetings of the Board may be called by, or at the request of, the President or a majority of the Directors. Special meetings of the Board shall be held at the Association's registered office in Texas. The Secretary shall give notice of a special meeting of the Board to the Directors as these Bylaws require.

5.9 Notice. Written or printed notice of any special meeting of the Board shall be delivered to each Director not less than three (3), nor more than ten (10), days before the date of the meeting. The notice shall state the place, day, and time of the meeting, who called it, and the purpose or purposes for which it is called.

5.10 Quorum. A majority of the number of Directors then in office constitutes a quorum for transacting business at any meeting of the Board. The Directors present at a duly called or held meeting at which a quorum is present may continue to transact business even if enough Directors leave the meeting so that less than a quorum remains. However, no action may be approved without the vote of at least a majority of the number of Directors required for a quorum. If a quorum is never present at any time during a meeting, a majority of the Directors present may adjourn and reconvene the meeting once without further notice.

5.11 Actions of Board of Directors. The vote of a majority of Directors present and voting at a meeting of the Board at which a quorum is present shall constitute the act of the Board, unless the vote of a greater number is required by the Act. A Director who is present at a meeting and abstains from a vote is not considered to be present and voting for the purpose of determining the Board's decision. For the purpose of determining the decision of the Board, a Director who is represented by proxy in a vote is considered present.

5.12 Proxies. A Director may vote by proxy. All proxies must be in writing, must bear the signature of the Director giving the proxy, and must bear the date on which the proxy was executed by the Director. No proxy is valid after three (3) months from the date of its execution.

5.13 Compensation. Directors shall not receive salaries for their service as Directors. A Director may serve the Association in any other capacity and receive compensation for those services, provided that any such compensation shall be reasonable and commensurate with the services performed.

5.14 Removing Directors. The Members may remove a Director from the Board at any time, with or without cause, by the affirmative vote of a Required Interest. A special meeting to consider removing a Director may be called, and notice of such special meeting given, by following the procedures provided in these Bylaws for a special meeting of the Members. The notice of such special meeting shall state that the issue of possibly removing the Director will be on the agenda.

ARTICLE 6 OFFICERS

6.1 Officer Positions. The Association's officers shall consist of the President and the Secretary. The Board may create additional officer positions, define the authority and duties of each such position, and elect Persons to fill each such position. The same individual may hold any two or more offices, except for President and Secretary.

6.2 Election and Term of Office. The Association's officers shall be elected by the Board. Each officer shall hold office until a successor is duly elected by the Board.

6.3 President. The President is the Association's chief executive officer and shall supervise and control all of the Association's business and affairs. The President shall preside at all meetings of the Members and of the Board, execute any instruments that the Board authorizes to be executed, and perform such duties as are assigned by the Board.

6.4 Secretary. The Secretary shall take minutes of the meetings of the Members and the Board, maintain custody of the Association's records, and perform such duties as are assigned by the Board.

ARTICLE 7 TRANSACTIONS OF CORPORATION

7.1 Instruments. The Board may authorize any officer or agent of the Association to enter into and deliver any instrument in the name of, and on behalf of, the Association. This authority may be limited to a specific instrument, or it may extend to any number and type of possible instruments.

7.2 Deposits. All the Association's funds shall be deposited to the credit of the Association in banks, trust companies, or such other depositaries that the Board selects.

ARTICLE 8 BOOKS AND RECORDS

8.1 Required Books and Records. The Association shall keep, at its registered or principal office, (i) correct and complete books and records of account, (ii) minutes of the proceedings of the Members and the Board, and (iii) a record of the names and addresses of the Members.

8.2 Annual Financial Statements. The Association shall, not later than one hundred twenty (120) days after the end of each fiscal year of the Association, furnish to each Member who requests a copy in writing, financial statements which shall include a balance sheet as at the end of such year and a statement of operations for the year then ended. Such financial statements may be, but shall not be required to be, audited.

8.3 Inspection. All Members shall have the right during regular business hours to inspect the books and records of the Association at the Association's principal office.

ARTICLE 9 FISCAL YEAR

The fiscal year of the Association shall begin on the first day of January and end on the last day in December in each year.

ARTICLE 10 INDEMNIFICATION

The Association may indemnify a Director, officer, Member, employee, or agent of the Association to the fullest extent permitted by law. However, the Association shall not indemnify any Person in any situation in which indemnification is prohibited by law.

ARTICLE 11 NOTICES

11.1 Notice by Mail or Facsimile. Any notice required or permitted by these Bylaws to be given to a Person may be given by mail or facsimile. If mailed, a notice is deemed delivered when deposited in the mail, with postage prepaid, addressed to the address of the Person as it appears in the records of the Association. If given by facsimile, a notice is deemed delivered upon successful transmission to the Person. A Person may change its address in the Association's records by giving written notice of such change to the President or Secretary.

11.2 Signed Waiver of Notice. Whenever any notice is required by law or these Bylaws, a written waiver signed by the Person entitled to receive such notice shall be considered equivalent to such notice. A waiver of notice is effective whether signed before or after the time stated in the notice being waived.

11.3 Waiving Notice by Attendance. A Person's attendance at a meeting constitutes waiver of notice of the meeting unless the Person attends for the express purpose of objecting to the transaction of any business because the meeting was not lawfully called or convened.

ARTICLE 12 SPECIAL PROCEDURES CONCERNING MEETINGS

12.1 Meeting by Telephone. The Members and the Board may hold a meeting by telephone conference call procedures. In all meetings held by telephone, matters must be arranged in such a manner that all Persons participating in the meeting can hear each other, and the notice of a meeting by telephone conference must state the fact that the meeting will be held by telephone. A Person's participating in a conference call meeting constitutes its presence at the meeting.

12.2 Action Without Meeting. Any action required by the Act to be taken at a meeting of the Members or the Board or any action that may be taken at a meeting of the Members or the Board may be taken without a meeting if a consent in writing, setting forth the action to be taken, is signed by a sufficient number of Members or Directors as would be necessary to take that action at a meeting at which all of the Members or Directors were present and voted.

12.3 Proxy Voting. A Person authorized to exercise a proxy may not exercise the proxy unless it is delivered to the officer presiding at the meeting before the business of the meeting begins. The Secretary or other Person taking the minutes of the meeting shall record in the minutes the name of the Person who executed the proxy and the name of the Person authorized to exercise the proxy. If a Person who has duly executed a proxy personally attends a meeting, the proxy shall not be effective for that meeting. A proxy filed with the Secretary or other designated officer remains in force until (i) an instrument revoking the proxy is delivered to the Secretary or other designated officer, (ii) the proxy authority expires under the proxy's terms, or (iii) the proxy authority expires under the terms of these Bylaws.

ARTICLE 13 AMENDING BYLAWS

These Bylaws may be altered, amended, or repealed, and new bylaws may be adopted, either by the Members or the Board. The notice of any meeting at which these Bylaws are altered, amended, or repealed, or at which new bylaws are adopted, shall include the text of the proposed bylaw provisions.

ARTICLE 14 MISCELLANEOUS PROVISIONS

14.1 Governing Law. These Bylaws shall be governed by and construed under the laws of the State of Texas.

14.2 Construction; Severability. To the greatest extent possible, these Bylaws shall be construed to conform to all legal requirements and all requirements for obtaining and maintaining all tax exemptions that may be available to non-profit corporations. If any provision of these Bylaws is held to be invalid, illegal, or unenforceable in any respect, such invalid, illegal, or unenforceable provision shall not affect any other provision of these Bylaws, and these Bylaws shall be construed as if they had not included such invalid, illegal, or unenforceable provision.

14.3 Headings. The headings used in these Bylaws are for convenience and may not be considered in construing these Bylaws.

THESE By-laws are adopted by the Board as of June 3, 2002.

**AMENDMENT TO BYLAWS
OF
FALL CREEK ADDITION HOMEOWNERS ASSOCIATION, INC.**

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

This AMENDMENT TO THE BYLAWS OF FALL CREEK ADDITION HOMEOWNERS ASSOCIATION, INC. ("**Amendment**") is made this 28th day of February, 2005, by THE BOARD OF DIRECTORS;

WITNESSETH:

WHEREAS, Article 13 of the Bylaws of FALL CREEK ADDITION HOMEOWNERS ASSOCIATION, INC. dated June 17, 2002 ("**Bylaws**") provides that the Bylaws may be altered, amended, or repealed, by the Members or the Board.

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

1. Quorum. Section 4.7 of the Bylaws is hereby amended to provide that 20% of the Member votes in the Association represented in person or by proxy shall constitute a quorum at all meetings of the Association. Should there fail to be a quorum at a duly called meeting, the President or other person acting as chairman in the President's stead may adjourn the meeting until a stated day and time not less than 10 nor more than 50 days from the first meeting. At such second meeting 10% of the Member votes in the Association represented in person or by proxy shall constitute a quorum. The Members present at a duly called or held meeting at which a quorum is present may continue to transact business, even if enough Members leave so that less than a quorum remains. However, no action may be approved without the vote of at least a quorum.
2. Number, Qualifications, and Tenure of Directors. Section 5.3 of the Bylaws is hereby amended to provide that, from and after the effective date of this Amendment the Board shall consist of five directors to be elected by the Members at a meeting. Three directors shall be elected for a term of two years and two directors shall be elected for a term of one year. The Board of Directors may direct whether those serving for three year terms are those receiving the greater number of votes or whether the election of three year directors and two year directors or conducted separately. As each director's term expires the Members will elect his successor to serve a term of two years. Directors may be elected to serve any number of consecutive terms. There shall be no cumulative voting.

IN WITNESS WHEREOF, the Board of Directors has caused this Amendment the Bylaws to be executed as of the date first above written.

BOARD OF DIRECTORS: FALL CREEK ADDITION HOMEOWNERS ASSOCIATION, INC.

By: Richard A. Dietlin
Name: Richard A. Dietlin
Title: President Fall Creek HOA

By: Troy V. Marsh
Name: Troy V. Marsh
Title: Vice President Fall Creek HOA

By: Christine Shane
Name: Christine Shane
Title: Treasurer Fall Creek HOA

STATE OF TEXAS

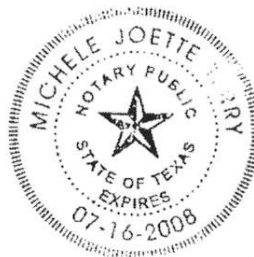
COUNTY OF Dallas

§
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§

This instrument was acknowledged before me on this 7 day of March, 2005, by Richard Dietlin, Christine Shane, Troy Marsh acting in its capacity as The Board of Directors of FALL CREEK ADDITION HOMEOWNERS ASSOCIATION, INC.

Michele J. Joette
Notary Public in and for the State of Texas

AFTER RECORDING RETURN TO:
Fall Creek Addition Homeowners Association
Premier Communities
2711 N. Haskell, Suite 2650
Dallas, TX 75204



NOTICE OF FILING OF DEDICATORY INSTRUMENTS
FOR
FALL CREEK ADDITION
PURSUANT TO SECTION 202.006 OF THE TEXAS PROPERTY CODE

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

THIS NOTICE OF FILING OF DEDICATORY INSTRUMENTS FOR FALL CREEK ADDITION PURSUANT TO SECTION 202.006 OF THE TEXAS PROPERTY CODE (this "Notice") is made this 11th day of December, 2011, by Fall Creek Addition Homeowners Association, Inc. (the "Association").

WITNESSETH:

WHEREAS, Garland - Weisner, a Texas Limited Partnership ("Declarant") prepared and recorded an instrument entitled "Declaration of Covenants, Conditions and Restrictions for Fall Creek Addition and Provisions for Fall Creek Addition Homeowners Association" on or about November 9, 2001, at Instrument No. 1598488, Volume 2001221 and Page 4714, of the Real Property Records of Dallas County, Texas (the "Declaration"); and

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

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

WHEREAS, Section 202.006(b) of the Texas Property Code, effective January 1, 2012, provides that a dedicatory instrument has no effect until the instrument is filed in accordance with this section; and

WHEREAS, the Association desires to record the dedicatory instruments attached as Exhibit "A" in the Real Property Records of Dallas County, Texas, pursuant to and in accordance with Section 202.006 of the Texas Property Code.

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

IN WITNESS WHEREOF, the Association has caused this Notice of Filing of Dedicatory Instruments for Fall Creek Addition to be executed by its duly authorized agent as of the date first above written.

**FALL CREEK ADDITION HOMEOWNERS
ASSOCIATION, INC.
a Texas non-profit corporation**

By:

Its:

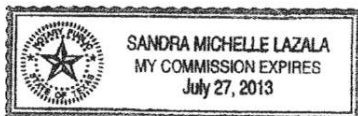
[Signature]
Dec 16, 2011

ACKNOWLEDGMENT

STATE OF TEXAS §
 §
COUNTY OF DALLAS §

BEFORE ME, the undersigned authority, on this day personally appeared *Kenneth Martin* President of Fall Creek Addition 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 purposes and consideration therein expressed on behalf of said corporation.

SUBSCRIBED AND SWORN TO BEFORE ME on this 16th day of December, 2011.



Sandra Lazala
Notary Public, State of Texas

07/27/13
My Commission Expires

Exhibit "A"

Dedictory Instruments

- A-1 Document Retention Policy
- A-2 Document Inspection and Copying Policy
- A-3 Alternative Payment Plan Policy
- A-4 Email Registration Policy
- A-5 Bylaws of Fall Creek Addition Homeowners Association, Inc.
- A-6 Amendment to Bylaws of Fall Creek Addition Homeowners Association, Inc.
- A-7 Articles of Incorporation of Fall Creek Addition Homeowners Association, Inc.

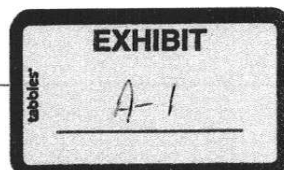
FALL CREEK ADDITION HOMEOWNERS ASSOCIATION, INC.

DOCUMENT RETENTION POLICY

WHEREAS, pursuant to Section 209.005(m) of the Texas Property Code, the Board of Directors of Fall Creek Addition Homeowners Association, Inc. (the "Association") is required to adopt a document retention policy for the Association's books and records.

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

1. Purpose. The purpose of this Document Retention Policy is to ensure that the necessary records and documents of the Association are adequately protected and maintained.
2. Administration. The Association is in charge of the administration of this Document Retention Policy and the implementation of processes and procedures to ensure that the Records Retention Schedule attached as Exhibit "A" is followed. The Board is authorized to make modifications to this Records Retention Schedule from time to time to ensure that it is in compliance with local, state and federal laws and that the schedule includes the appropriate document and record categories for the Association.
3. Suspension of Record Disposal in Event of Litigation or Claims. In the event the Association is served with any subpoena or request for documents or the Association becomes aware of a governmental investigation or audit concerning the Association or the commencement of any litigation against or concerning the Association, all documents relating or pertaining to such investigation, claim or litigation shall be retained indefinitely, and any further disposal of documents shall be suspended and shall not be reinstated until conclusion of the investigation or lawsuit, or until such time as the Board, with the advice of legal counsel, determines otherwise.
4. Applicability. This Document Retention Policy applies to all physical records generated in the course of the Association's operation, including both original documents and reproductions. It also applies to electronic copies of documents. Any electronic files that fall under the scope of one of the document types on the Records Retention Schedule below will be maintained for the appropriate amount of time. Documents that are not listed on Exhibit "A", but are substantially similar to those listed in the Records Retention Schedule, should be retained for a similar length of time.
5. Definitions. The definitions contained in the governing documents of Fall Creek Addition Homeowners Association, Inc. are hereby incorporated herein by reference.



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

This is to certify that the foregoing resolution was adopted by the Board of Directors at a meeting of same on 12-16-11, and has not been modified, rescinded or revoked.

DATE: 12-16-11

Ken Mathis
Secretary

David

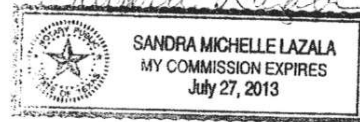


EXHIBIT A – RECORD RETENTION SCHEDULE

A. GOVERNING DOCUMENTS

All copies of governing documents including but not limited to the Declaration of Covenants, Conditions and Restrictions for Fall Creek Addition and Provisions for Fall Creek Addition Homeowners Association (the "Declaration"), the Bylaws of Fall Creek Addition Homeowners Association, Inc. (the "Bylaws"), the Articles of Incorporation of Fall Creek Addition Homeowners Association, Inc. (the "Articles"), Design Guidelines, any rules, regulations or resolutions of the Board of Directors, and any amendments and supplements thereto	Permanently
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B. FINANCIAL RECORDS

Financial records, including each year's budget, tax returns, audits of the Association's financial books and records, copies of all bills paid by the Association or to be paid, the Association's checkbooks and check registers	7 years
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C. RECORDS OF OWNERS' ACCOUNTS

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

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

Minutes of Annual and Special Meetings of the Members, minutes of Board meetings, and minutes of committee meetings (if any)	7 years
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FALL CREEK ADDITION HOMEOWNERS ASSOCIATION, INC.

DOCUMENT INSPECTION AND COPYING POLICY

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

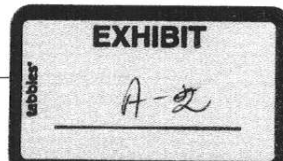
NOW, THEREFORE, IT IS RESOLVED, in order to comply with the procedures set forth by Chapter 209 of the Texas Residential Property Owners Protection Act, that the following procedures and practices are established for the compilation, production and reproduction of the Association's books and records,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

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

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

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

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



Fall Creek Addition Homeowners Association, Inc.
c/o Village Association Management, LLC
P.O. Box 460057
Garland, Texas 75046-0057

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

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

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

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

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

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

(a) Copy charges.

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

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

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

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

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

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

(2) When confidential information is mixed with non-confidential information in the same page, a labor charge may be recovered for time spent to redact, blackout, or otherwise obscure confidential information in order to release the information. A labor charge shall not be made for redacting confidential information for requests of fifty (50) or fewer pages.

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

(c) Overhead charge.

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

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

(3) The overhead charge shall be computed at twenty percent (20%) of the charge made to cover any labor costs associated with a particular request (example: if one hour of labor is used for a particular request, the formula would be as follows: Labor charge for locating, compiling, and reproducing, \$15.00 x .20 = \$ 3.00).

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

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

9. Definitions. The definitions contained in the Declaration of Covenants, Conditions and Restrictions for Fall Creek Addition and Provisions for Fall Creek Addition Homeowners Association and the Bylaws of Fall Creek Addition Homeowners Association, Inc. are hereby incorporated herein by reference.

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

This is to certify that the foregoing resolution was adopted by the Board of Directors at a meeting of same on 12-16-11, and has not been modified, rescinded or revoked.

DATE: 12-16-11

Ken Martin
Secretary
President

Sandra Lazala 12/16/11

SANDRA MICHELLE LAZALA
MY COMMISSION EXPIRES
July 27, 2013

FALL CREEK ADDITION HOMEOWNERS ASSOCIATION, INC.

ALTERNATIVE PAYMENT PLAN POLICY

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

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

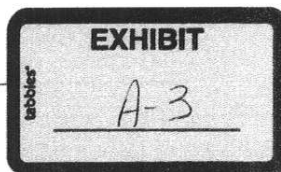
1. Purpose. The purpose of this Policy is to assist Owners in remedying delinquencies and remaining current on the payment of amounts owed to the Association by establishing orderly procedures by which Owners may make partial payments to the Association for amounts owed without accruing additional penalties.

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

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

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

- a) Requirements of Payment Plan Request. Within 30 days of the date of the initial letter which informs the owner of the availability of a payment plan, an owner must submit a signed acceptance of the payment plan schedule described below to the Association's management company.



- b) Term. The Association has chosen to offer three different payment plan options for owners—a four (4) month plan, a nine (9) month plan, and for owners with a total amount owed of more than \$1,000.00, a twelve (12) month plan.

For the four (4) month plan, the Owner must make an initial payment of twenty-five percent (25%) of the total amount owed and remaining payments in equal monthly installments, and the administrative fee is \$25.00. For the nine (9) month plan, the Owner must make an initial payment of twenty-five percent (25%) of the total amount owed and remaining payments in equal monthly installments, and the administrative fee is \$45.00. For the twelve (12) month plan, the Owner must make an initial payment of twenty percent (20%) of the total amount owed and remaining payments in equal monthly installments, and the administrative fee is \$65.00. All administrative fees must be paid at the same time as the initial payment.

- c) Date of Partial Payments under Plan. The Owner must submit the first monthly installment payment under the plan contemporaneously with submission of the Owner's payment plan agreement which must be signed by the Owner. The Owner must make all additional monthly installments under the payment plan so that the payments are received by the Association no later than the first (1st) day of each month. The Owner may pay off, in full, the balance under the payment plan at any time. All payments must be received by the Association at the Association's designated mailing address or lock box for all payments. Payments may be made through auto draft bill payment, in check or certified funds, or by credit card (to the extent the Association is set up to receive payment by credit card).
- d) Correspondence. Any correspondence to the Association regarding the amount owed, the payment plan, or such similar correspondence must be sent to the address designated by the Association for correspondence. Such correspondence shall not be included with an Owner's payment.
- e) Amounts Coming Due During Plan. Owners are responsible for remaining current on all assessments and other charges coming due during the duration of the Owner's payment plan and must, therefore, timely submit payment to the Association for any amounts coming due during the duration of the Owner's payment plan.
- f) Additional Charges. An Owner's balance owed to the Association shall not accrue late fees or other monetary penalties (except interest) while such Owner is in compliance with a payment plan under the Association's alternate payment plan schedule. Owners in a payment plan are responsible for reasonable costs associated with administering the plan, and for interest on the unpaid balance, calculated at the highest rate allowed by the governing documents or by law. The costs of administering the plan and interest shall be included in calculating the
-

total amount owed under the payment plan and will be included in the payment obligation. The costs of administering the payment plan may include a reasonable charge for preparation and creation of the plan, as well as a monthly monitoring fee of no less than \$5.00 per month.

- g) Other Payment Arrangements. At the discretion of the Board of Directors, and only for good cause demonstrated by an owner, the Association may accept payment arrangements offered by owners which are different from the above-cited guidelines, provided that the term of payments is no less than three (3) months nor larger than eighteen (18) months. The Association's acceptance of payment arrangements that are different from the approved payment plan schedule/guidelines hereunder shall not be construed as a waiver of these guidelines nor authorize an owner to be granted a payment plan which differs from the one herein provided.

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

5. Board Discretion. Any Owner who is not eligible for a payment plan under the Association's alternate payment plan schedule may submit a written request to the Board for the Association to grant the Owner an alternate payment plan. Any such request must be directed to the person or entity currently handling the collection of the Owner's debt (i.e. the Association's management company or the Association's attorney). The decision to grant or deny an alternate payment plan, and the terms and conditions for any such plan, will be at the sole discretion of the Association's Board of Directors.

6. Definitions. The definitions contained in the Declaration of Covenants, Conditions and Restrictions for Fall Creek Addition and Provisions for Fall Creek Addition Homeowners Association and the Bylaws of Fall Creek Addition Homeowners Association, Inc. are hereby incorporated herein by reference.

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

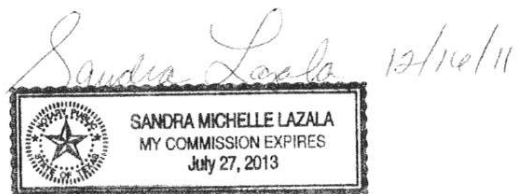
contradiction with any law, this Policy and any such provision shall be interpreted in a manner that complies with an interpretation that is consistent with the law.

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

This is to certify that the foregoing resolution was adopted by the Board of Directors at a meeting of same on Dec 16, 2011, and has not been modified, rescinded or revoked.

DATE: Dec 16, 2011

Ken Martin
Secretary
President



FALL CREEK ADDITION HOMEOWNERS ASSOCIATION, INC.

EMAIL REGISTRATION POLICY

WHEREAS, pursuant to Section 209.0051(e) of the Texas Property Code, the Board of Directors of Fall Creek Addition Homeowners Association, Inc. (the "Association") is permitted to send notice of Board meetings to the members via e-mail to each owner who has registered an e-mail address with the Association; and

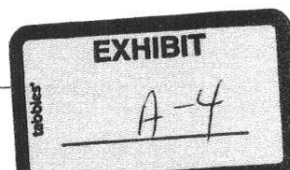
WHEREAS, pursuant to Section 209.0051(f) of the Texas Property Code, it is an owner's duty to keep an updated e-mail address registered with the Association.

NOW, THEREFORE, IT IS RESOLVED, the following procedures and practices are established for the registration of e-mail addresses with the Association, and the same are to be known as the "Email Registration Policy" of the Association.

1. Purpose. The purpose of this Email Registration Policy is to ensure that each owner receives proper notice of regular and special Board meetings of the Association pursuant to Section 209.0051(e) of the Texas Property Code. This Email Registration Policy is also intended to provide the Association with a method to verify the identity of owners who cast electronic ballots in elections via e-mail.

2. Registration. Each owner is responsible to register his or her e-mail address with the Association if he/she desires to receive email notifications of meetings, and it is the owner's responsibility to keep his or her registered e-mail address up-to-date and accurate. An owner may register his or her e-mail address by submitting a request to register or change his or her e-mail address to the Association's property manager via e-mail, mail, or facsimile. Alternatively, the Association may allow an owner to register his or her e-mail address through a form on the Association's website, if any. Please allow seven (7) business days from submission of an e-mail address for the Association to update its records. Please note, correspondence to the Association and/or its property manager from an email address for any other purpose other than an express statement to register an email address is not sufficient to register such email address with the Association.

3. Failure to Register. In the event an owner fails to register an accurate e-mail address with the Association, the owner may not receive e-mail notification of regular and special Board meetings. Also, the Association may use an owner's registered e-mail address for purposes of verifying the owner's identity for electronic voting. If an owner fails to register an e-mail address with the Association or submits an electronic ballot from an e-mail address other than the e-mail address registered with the Association, such owner's electronic ballot may not be counted. The Association has no obligation to actively seek out a current e-mail address for each owner. In addition, the Association has no obligation to investigate or obtain an updated e-mail address for owners whose current registered e-mail address is returning an e-mail delivery failure message/ undeliverable message.



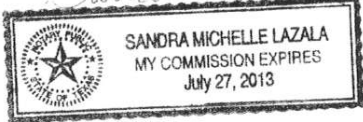
4. Definitions. The definitions contained in the Association's dedicatory instruments are hereby incorporated herein by reference.

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

This is to certify that the foregoing resolution was adopted by the Board of Directors at a meeting of same on 12-16-11, and has not been modified, rescinded or revoked.

DATE: 12-16-11

Ken Martini
Secretary
President

Sandra Lazala 12/16/11
A rectangular notary seal stamp for Sandra Michelle Lazala. It features a star in a circle on the left and the text "SANDRA MICHELLE LAZALA MY COMMISSION EXPIRES July 27, 2013" on the right.

**BYLAWS
OF
FALL CREEK ADDITION HOMEOWNERS ASSOCIATION, INC.**

THESE BYLAWS govern the affairs of Fall Creek Addition Homeowners Association, Inc., a Texas non-profit corporation.

**ARTICLE 1
DEFINITIONS AND CONSTRUCTION**

1.1 Certain Definitions. As used in these Bylaws, the following terms shall have the following meanings:

"Act" means the Texas Non-Profit Corporation Act.

"Annual Maintenance Fund Charge" means the annual maintenance fund charge to be levied against the members by the Association pursuant to Article XXXIII and/or XXXIV of the Protective Covenants.

"Association" means Fall Creek Addition Homeowners Association, Inc., a Texas non-profit corporation.

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

"Bylaws" means these Bylaws of the Association.

"Declarant" shall mean Garland - Wiesner, Ltd., a Texas limited partnership.

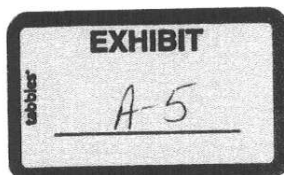
"Director" means a director on the Board.

"Lot" "Lots" shall mean any parcel or parcels or land within the real property governed by the Declaration of Covenants (the "Property") shown as a subdivided lot on the plat of Property, together with any and all improvements located thereon.

"Member" means a member of the Association.

"Owner" shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title to any Lot or portion of a Lot within the Property, including contract sellers but excluding those having interest merely as security for the performance of an obligation.

"Person" means an individual, corporation, business trust, estate, trust, custodian, trustee, executor, administrator, nominee, partnership, registered limited liability partnership, limited partnership, association, limited liability company, government, governmental subdivision, governmental agency, governmental instrumentality, and any other legal or commercial entity, in its own or representative capacity.



"President" means the individual holding the office of president of the Association.

"Proceeding" has the meaning given such term in Article 1396-2.22A of the Act.

"Property" means the real property described in Exhibit "A" attached hereto.

"Protective Covenants" means those certain Declaration of Restrictive Covenants and Conditions for Fall Creek Addition and Provisions for Fall Creek Addition Homeowners Association dated October 23, 2001, recorded in the Deed and Plat Records of Dallas County, Texas as the same may be amended from time to time.

"Required Interest" means a majority of the votes entitled to be cast at a meeting of the Members.

"Secretary" means the individual holding the office of secretary of the Association.

1.2 Construction. Whenever the context requires, (i) the gender of all words used in these Bylaws includes the masculine, feminine, and neuter, and (ii) all singular words include the plural, and all plural words include the singular.

ARTICLE 2 OFFICES

2.1 Principal Office. The Association's principal office shall be located at 17817 Davenport Road, Suite 210, Dallas, Texas, 75252. The Association may have such other offices, in Texas or elsewhere, as the Board may determine. The Board may change the location of any office of the Association.

2.2 Registered Office and Registered Agent. The Association shall maintain a registered office and registered agent in Texas. The registered office may, but need not, be identical with the Association's principal office. The Board may change the registered office and the registered agent as permitted in the Act.

ARTICLE 3 MEMBERS

3.1 One Class of Members. The Association shall have two (2) classes of Members. Class A Members shall be the Owners of a free or undivided interest in any Lot. Class B Members shall be the Declarant and any builders approved by Declarant for construction of houses and other improvements on the Property for the sale to other Persons. All Owners shall be a Member of the Association.

3.2 Changes in Membership. A Person who becomes the record owner of fee title to any real property constituting a portion of the Property and gives written notice to the Association of such Person's desire to become a Member shall be admitted as a Member of the Association effective upon the Association's receipt of such written notice. A Person shall cease

to be a Member at such time as that Person is no longer an Owner. Membership in the Association is not transferable or assignable.

3.3 Voting Rights. The Association shall have two classes of voting membership.

Class A. Class A Members shall be entitled to one vote for each Lot in which they hold an ownership interest. When more than one person holds such interest or interest in any Lot, all such persons shall be Members, and the vote for such Lot shall be exercised as they among themselves determine, but in no event shall more than one vote be cast with respect to any such Lot.

Class B. The Class B Members shall be entitled to three votes for each Lot in which they hold an ownership interest, provided that the Class B membership shall cease and become converted to Class A membership on the happening of the following events, whichever occurs earlier:

(a) when the total votes outstanding in Class A membership equal the total votes outstanding in the Class B membership; or

(b) January 1, 2012.

From and after the happening of these events, whichever occurs earlier, the Class B Member shall be deemed to be a Class A Member entitled to one vote for each Lot in which it holds the interest required for membership.

All voting rights of an Owner may be suspended by the Board of Directors during any period in which such Owner is delinquent in the payment of any assessment duly established pursuant to the Protective Covenants, or is otherwise in default thereunder or under the Bylaws or Rules and Regulations of the Association.

3.4 No Interest in Association Property. The Association owns all real and personal property acquired by the Association. A Member has no interest in specific property of the Association, and each Member waives the right to require partition of all or part of the Association's property.

ARTICLE 4 MEETINGS OF MEMBERS

4.1 Annual Meeting. An annual meeting of the Members shall be held at 5:00 p.m. on the 15th day of March each year or at such other time that the Board designates. If the day fixed for the annual meeting falls on a Saturday, Sunday, or legal holiday in Texas, the meeting shall be held on the next business day. At the annual meeting, the Members shall elect Directors and transact any other business that may come before the meeting. If, in any year, the election of Directors is not held on the day designated for the annual meeting, or at any adjournment of the annual meeting, the Board shall call a special meeting of the Members, as soon as possible, to elect Directors.

4.2 Special Meetings. Special meetings of the Members may be called by the President, the Board, or Members having at least twenty-five percent (25%) of the votes entitled to be cast at a meeting of the Members. Any other special meetings may be called by the President, Board, or Members as provided for in the Protective Covenants.

4.3 Place of Meeting. The Board may designate any place inside the State of Texas, as the place of meeting for any annual or special meeting of the Members. If the Board does not designate the place of a meeting of the Members, such meeting shall be held at the Association's principal office in Texas.

4.4 Notice of Meetings. No notice of annual meetings of the Members shall be required to be given, and no provision of these Bylaws shall be construed otherwise. With respect to special meetings of the Members other than as may be governed by the Protective Covenants, written or printed notice stating the place, day, and hour of the meeting and the purpose or purposes for which such special meeting is called shall be delivered not less than ten (10) nor more than sixty (60) days before the date of such special meeting, either personally, by facsimile transmission, or by mail, by or at the direction of the President, the Secretary, or the Persons calling such special meeting, to each Member entitled to vote at such special meeting. If mailed, such notice shall be deemed to be delivered when deposited in the United States mail addressed to the Member at its address as it appears on the records of the Association, with postage thereon paid. If transmitted by facsimile, notice is deemed to be delivered on successful transmission of the facsimile. If all of the Members meet and consent to holding a special meeting, any may be taken at such meeting regardless of lack of proper notice.

4.5 Record Date. The record date for determining the Members entitled to notice of a meeting of the Members shall be fixed by the Board. If the Board fails to fix a record date for a meeting of the Members, the Members on the date of such meeting shall be entitled to vote at such meeting.

4.6 Voting Members' List. After fixing the record date for a meeting of the Members, the Board, the President, or the Secretary shall cause to be prepared an alphabetical list of all Members who are entitled to notice of the meeting. The list must show the address and number of votes each Member is entitled to cast at the meeting. Not later than two (2) business days after the date notice is given of a meeting for which a list was prepared in accordance with the foregoing, and continuing through the meeting, the list of Members must be made available for inspection by any Member entitled to vote at the meeting for the purpose of communication with other Members concerning the meeting at the Association's principal office or at a reasonable place identified in the meeting notice in the city where the meeting will be held. A Member or Member's agent or attorney is entitled on written demand to inspect and copy the list at a reasonable time and at the Member's expense during the period it is available for inspection. The Association shall make the list of Members available at the meeting, and any Member or Member's agent or attorney is entitled to inspect the list at any time during the meeting or any adjournment.

4.7 Quorum. Members holding a Required Interest who attend the meeting in person or by proxy shall constitute a quorum at a meeting of Members. The Members present at a duly called or held meeting at which a quorum is present may continue to transact business, even if

enough Members leave so that less than a quorum remains. However, no action may be approved without the vote of at least a Required Interest. If a quorum is not present at any time during a meeting, a majority of the Members who are present may adjourn and reconvene the meeting once without further notice.

4.8 Actions of Members. With respect to any matter voted upon at a meeting of the Members, the affirmative vote of a Required Interest shall constitute the act of the Members unless the Act requires the vote of a greater proportion of votes entitled to be cast at a meeting of the Members.

4.9 Proxies. A Member entitled to vote at a meeting of Members may vote by proxy. All proxies must be in writing, bear the signature of the Member giving the proxy, and must specify the date on which they are executed. No proxy is valid after 11 months from the date of its execution, unless the proxy specifically states a later date.

ARTICLE 5 BOARD OF DIRECTORS

5.1 Management of Association. The Board shall manage the affairs of the Association. Without limiting the generality of the foregoing, the Board shall fix the amount of the Annual Maintenance Fund Charge and shall authorize the expenditure of funds collected in connection therewith. In managing the affairs of the Association, the Board shall abide by the Protective Covenants.

5.2 Finality of Determination. Provided that the Board abides by the Protective Covenants and exercises its judgment in good faith, the judgment of the Board with respect to the Annual Maintenance Fund Charge (including, without limitation, fixing the amount thereof and authorizing the expenditure of amounts collected in connection therewith) shall be final.

5.3 Number, Qualifications, and Tenure of Directors. The number of Directors shall be three (3). Directors need not be Members. Each Director shall serve for a term of one (1) year, provided that a Director may be elected to succeed himself or herself any number of times.

5.4 Nominating Directors. At any meeting at which the election of Directors is held, a Member may nominate an individual.

5.5 Electing Directors. An individual who has been duly nominated may be elected as a Director. Directors shall be elected by the vote of a Required Interest of the Members and shall hold office until a successor is elected by the Members.

5.6 Vacancies. The Board shall fill any vacancy in the Board and any Director position to be filled due to an increase in the number of Directors. A vacancy shall be filled by the affirmative vote of a majority of the remaining Directors, even if it is less than a quorum of the Board, or if it is a sole remaining Director. A Director selected to fill a vacancy shall serve for the unexpired term of his or her predecessor in office.

5.7 Annual Meeting. The annual meeting of the Board may be held without notice. The annual Board meeting shall be held immediately after, and at the same place as, the annual meeting of the Members.

5.8 Special Meetings. Special meetings of the Board may be called by, or at the request of, the President or a majority of the Directors. Special meetings of the Board shall be held at the Association's registered office in Texas. The Secretary shall give notice of a special meeting of the Board to the Directors as these Bylaws require.

5.9 Notice. Written or printed notice of any special meeting of the Board shall be delivered to each Director not less than three (3), nor more than ten (10), days before the date of the meeting. The notice shall state the place, day, and time of the meeting, who called it, and the purpose or purposes for which it is called.

5.10 Quorum. A majority of the number of Directors then in office constitutes a quorum for transacting business at any meeting of the Board. The Directors present at a duly called or held meeting at which a quorum is present may continue to transact business even if enough Directors leave the meeting so that less than a quorum remains. However, no action may be approved without the vote of at least a majority of the number of Directors required for a quorum. If a quorum is never present at any time during a meeting, a majority of the Directors present may adjourn and reconvene the meeting once without further notice.

5.11 Actions of Board of Directors. The vote of a majority of Directors present and voting at a meeting of the Board at which a quorum is present shall constitute the act of the Board, unless the vote of a greater number is required by the Act. A Director who is present at a meeting and abstains from a vote is not considered to be present and voting for the purpose of determining the Board's decision. For the purpose of determining the decision of the Board, a Director who is represented by proxy in a vote is considered present.

5.12 Proxies. A Director may vote by proxy. All proxies must be in writing, must bear the signature of the Director giving the proxy, and must bear the date on which the proxy was executed by the Director. No proxy is valid after three (3) months from the date of its execution.

5.13 Compensation. Directors shall not receive salaries for their service as Directors. A Director may serve the Association in any other capacity and receive compensation for those services, provided that any such compensation shall be reasonable and commensurate with the services performed.

5.14 Removing Directors. The Members may remove a Director from the Board at any time, with or without cause, by the affirmative vote of a Required Interest. A special meeting to consider removing a Director may be called, and notice of such special meeting given, by following the procedures provided in these Bylaws for a special meeting of the Members. The notice of such special meeting shall state that the issue of possibly removing the Director will be on the agenda.

ARTICLE 6 OFFICERS

6.1 Officer Positions. The Association's officers shall consist of the President and the Secretary. The Board may create additional officer positions, define the authority and duties of each such position, and elect Persons to fill each such position. The same individual may hold any two or more offices, except for President and Secretary.

6.2 Election and Term of Office. The Association's officers shall be elected by the Board. Each officer shall hold office until a successor is duly elected by the Board.

6.3 President. The President is the Association's chief executive officer and shall supervise and control all of the Association's business and affairs. The President shall preside at all meetings of the Members and of the Board, execute any instruments that the Board authorizes to be executed, and perform such duties as are assigned by the Board.

6.4 Secretary. The Secretary shall take minutes of the meetings of the Members and the Board, maintain custody of the Association's records, and perform such duties as are assigned by the Board.

ARTICLE 7 TRANSACTIONS OF CORPORATION

7.1 Instruments. The Board may authorize any officer or agent of the Association to enter into and deliver any instrument in the name of, and on behalf of, the Association. This authority may be limited to a specific instrument, or it may extend to any number and type of possible instruments.

7.2 Deposits. All the Association's funds shall be deposited to the credit of the Association in banks, trust companies, or such other depositories that the Board selects.

ARTICLE 8 BOOKS AND RECORDS

8.1 Required Books and Records. The Association shall keep, at its registered or principal office, (i) correct and complete books and records of account, (ii) minutes of the proceedings of the Members and the Board, and (iii) a record of the names and addresses of the Members.

8.2 Annual Financial Statements. The Association shall, not later than one hundred twenty (120) days after the end of each fiscal year of the Association, furnish to each Member who requests a copy in writing, financial statements which shall include a balance sheet as at the end of such year and a statement of operations for the year then ended. Such financial statements may be, but shall not be required to be, audited.

8.3 Inspection. All Members shall have the right during regular business hours to inspect the books and records of the Association at the Association's principal office.

ARTICLE 9 FISCAL YEAR

The fiscal year of the Association shall begin on the first day of January and end on the last day in December in each year.

ARTICLE 10 INDEMNIFICATION

The Association may indemnify a Director, officer, Member, employee, or agent of the Association to the fullest extent permitted by law. However, the Association shall not indemnify any Person in any situation in which indemnification is prohibited by law.

ARTICLE 11 NOTICES

11.1 Notice by Mail or Facsimile. Any notice required or permitted by these Bylaws to be given to a Person may be given by mail or facsimile. If mailed, a notice is deemed delivered when deposited in the mail, with postage prepaid, addressed to the address of the Person as it appears in the records of the Association. If given by facsimile, a notice is deemed delivered upon successful transmission to the Person. A Person may change its address in the Association's records by giving written notice of such change to the President or Secretary.

11.2 Signed Waiver of Notice. Whenever any notice is required by law or these Bylaws, a written waiver signed by the Person entitled to receive such notice shall be considered equivalent to such notice. A waiver of notice is effective whether signed before or after the time stated in the notice being waived.

11.3 Waiving Notice by Attendance. A Person's attendance at a meeting constitutes waiver of notice of the meeting unless the Person attends for the express purpose of objecting to the transaction of any business because the meeting was not lawfully called or convened.

ARTICLE 12 SPECIAL PROCEDURES CONCERNING MEETINGS

12.1 Meeting by Telephone. The Members and the Board may hold a meeting by telephone conference call procedures. In all meetings held by telephone, matters must be arranged in such a manner that all Persons participating in the meeting can hear each other, and the notice of a meeting by telephone conference must state the fact that the meeting will be held by telephone. A Person's participating in a conference call meeting constitutes its presence at the meeting.

12.2 Action Without Meeting. Any action required by the Act to be taken at a meeting of the Members or the Board or any action that may be taken at a meeting of the Members or the Board may be taken without a meeting if a consent in writing, setting forth the action to be taken, is signed by a sufficient number of Members or Directors as would be necessary to take that action at a meeting at which all of the Members or Directors were present and voted.

152002.01

12.3 Proxy Voting. A Person authorized to exercise a proxy may not exercise the proxy unless it is delivered to the officer presiding at the meeting before the business of the meeting begins. The Secretary or other Person taking the minutes of the meeting shall record in the minutes the name of the Person who executed the proxy and the name of the Person authorized to exercise the proxy. If a Person who has duly executed a proxy personally attends a meeting, the proxy shall not be effective for that meeting. A proxy filed with the Secretary or other designated officer remains in force until (i) an instrument revoking the proxy is delivered to the Secretary or other designated officer, (ii) the proxy authority expires under the proxy's terms, or (iii) the proxy authority expires under the terms of these Bylaws.

ARTICLE 13 AMENDING BYLAWS

These Bylaws may be altered, amended, or repealed, and new bylaws may be adopted, either by the Members or the Board. The notice of any meeting at which these Bylaws are altered, amended, or repealed, or at which new bylaws are adopted, shall include the text of the proposed bylaw provisions.

ARTICLE 14 MISCELLANEOUS PROVISIONS

14.1 Governing Law. These Bylaws shall be governed by and construed under the laws of the State of Texas.

14.2 Construction; Severability. To the greatest extent possible, these Bylaws shall be construed to conform to all legal requirements and all requirements for obtaining and maintaining all tax exemptions that may be available to non-profit corporations. If any provision of these Bylaws is held to be invalid, illegal, or unenforceable in any respect, such invalid, illegal, or unenforceable provision shall not affect any other provision of these Bylaws, and these Bylaws shall be construed as if they had not included such invalid, illegal, or unenforceable provision.

14.3 Headings. The headings used in these Bylaws are for convenience and may not be considered in construing these Bylaws.

THESE By-laws are adopted by the Board as of June 3, 2002.

**AMENDMENT TO BYLAWS
OF
FALL CREEK ADDITION HOMEOWNERS ASSOCIATION, INC.**

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

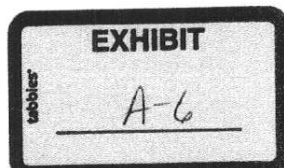
This AMENDMENT TO THE BYLAWS OF FALL CREEK ADDITION HOMEOWNERS ASSOCIATION, INC. ("Amendment") is made this 28th day of February, 2005, by THE BOARD OF DIRECTORS;

WITNESSETH:

WHEREAS, Article 13 of the Bylaws of FALL CREEK ADDITION HOMEOWNERS ASSOCIATION, INC. dated June 17, 2002 ("Bylaws") provides that the Bylaws may be altered, amended, or repealed, by the Members or the Board.

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

1. Quorum. Section 4.7 of the Bylaws is hereby amended to provide that 20% of the Member votes in the Association represented in person or by proxy shall constitute a quorum at all meetings of the Association. Should there fail to be a quorum at a duly called meeting, the President or other person acting as chairman in the President's stead may adjourn the meeting until a stated day and time not less than 10 nor more than 50 days from the first meeting. At such second meeting 10% of the Member votes in the Association represented in person or by proxy shall constitute a quorum. The Members present at a duly called or held meeting at which a quorum is present may continue to transact business, even if enough Members leave so that less than a quorum remains. However, no action may be approved without the vote of at least a quorum.
2. Number, Qualifications, and Tenure of Directors. Section 5.3 of the Bylaws is hereby amended to provide that, from and after the effective date of this Amendment the Board shall consist of five directors to be elected by the Members at a meeting. Three directors shall be elected for a term of two years and two directors shall be elected for a term of one year. The Board of Directors may direct whether those serving for three year terms are those receiving the greater number of votes or whether the election of three year directors and two year directors or conducted separately. As each director's term expires the Members will elect his successor to serve a term of two years. Directors may be elected to serve any number of consecutive terms. There shall be no cumulative voting.



IN WITNESS WHEREOF, the Board of Directors has caused this Amendment the Bylaws to be executed as of the date first above written.

BOARD OF DIRECTORS: FALL CREEK ADDITION HOMEOWNERS ASSOCIATION, INC.

By: Richard A. Dietlin
Name: Richard A. Dietlin
Title: President Fall Creek HOA

By: Troy V. Marsh
Name: Troy V. Marsh
Title: Vice President Fall Creek HOA

By: Christine Shane
Name: Christine Shane
Title: Treasurer Fall Creek HOA

STATE OF TEXAS §
 §
COUNTY OF Dallas §

This instrument was acknowledged before me on this 7 day of March, 2005, by Richard Dietlin, Christine Shane, Troy Marsh acting in its capacity as The Board of Directors of FALL CREEK ADDITION HOMEOWNERS ASSOCIATION, INC.

Michele J. Joette
Notary Public in and for the State of Texas

AFTER RECORDING RETURN TO:
Fall Creek Addition Homeowners Association
Premier Communities
2711 N. Haskell, Suite 2650
Dallas, TX 75204



FILED
In the Office of the
Secretary of State of Texas

JUN 17 2002

Corporations Section

**ARTICLES OF INCORPORATION
OF
FALL CREEK ADDITION HOMEOWNERS ASSOCIATION, INC.**

Pursuant to Article 3.02 of the Texas Non-Profit Corporation Act, the undersigned natural person of the age of eighteen years or more, acting as Incorporator of a non-profit corporation under the Texas Non-Profit Corporation Act, hereby adopts the following Articles of Incorporation for the corporation.

**ARTICLE I
Name of Corporation**

The name of the corporation is Fall Creek Addition Homeowners Association, Inc.

**ARTICLE II
Non-Profit Corporation**

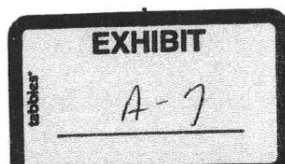
The corporation is a non-profit corporation.

**ARTICLE III
Duration**

The duration of the corporation is perpetual.

**ARTICLE IV
Purpose**

The corporation is the "Association" referred to in that certain Declaration of Covenants, Conditions and Restrictions for Fall Creek Addition and Provisions for Fall Creek Addition Homeowners Association dated October 23, 2001, recorded in the Real Property Records of Dallas County, Texas in the Deed and Plat Records of Dallas County, Texas (the "Declaration of Covenants"), and the corporation shall have the rights and duties of the "Association" under the Declaration of Covenants. In exercising these Articles of Incorporation, the undersigned incorporator of the corporation is acting on behalf of the "Declarant" (as defined in the Declaration of Covenants). The purposes for which the corporation is organized are (i) to ensure the best and highest use and most appropriate development of the property; (ii) to protect lot owners against improper use of surrounding lots; (iii) to preserve so far as practicable the natural beauty of the property; (iv) to encourage and secure the erection of attractive improvements on each lot with appropriate locations; (v) to secure and maintain proper setbacks from streets and adequate free space; (vi) and, in general, to provide for development of the highest quality to enhance the value of investment made by owners of Lots.



In furtherance thereof, the corporation may receive property by gift, devise or bequest, invest and reinvest the same and apply the income and principal thereof as the Board of Directors may from time to time determine, either directly or through contributions, to any charitable organization or organizations exclusively for charitable and educational purposes.

In furtherance of its exclusively charitable and educational corporate purposes, the corporation has all the general powers enumerated in Article 2.02 of the Texas Non-Profit Corporation Act as now in effect or as may hereafter be amended, together with the power to solicit grants and contributions for such purposes.

ARTICLE V

Membership Provisions

The members of the corporation consist of every person or entity who is record Owner of a free or undivided interest in any Lot which is subject to the jurisdiction of and to assessment by the Association, provided however, that any person or entity holding an interest in any such Lot or Lots merely as security for the performance of an obligation, shall not be a member.

As used herein, "Lot" or "Lots" shall mean any parcel or parcels or land within the real property governed by the Declaration of Covenants (the "Property") shown as a subdivided lot on the subdivision plat of Property, together with any and all improvements located thereon.

As used herein, "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title to any Lot or portion of a Lot within the Property, including contract sellers but excluding those having interest merely as security for the performance of an obligation.

ARTICLE VI

Registered Office and Agent

The address of the initial registered office of the corporation is c/o Haynes Development Company, 17817 Davenport Road, Suite 210, Dallas, Texas 75252 and the name of its initial registered agent at that address is Ronald N. Haynes, Jr.

ARTICLE VII

Initial Directors

The number of directors constituting the initial Board of Directors is three (3), and the names and addresses of the persons who are to serve as the directors until their successors are elected and qualified are:

<u>Name</u>	<u>Address</u>
Ronald N. Haynes, Jr.	17817 Davenport Road, Suite 210 Dallas, Texas 75252
Joyce Haynes	17817 Davenport Road, Suite 210 Dallas, Texas 75252
Patricia Kay Bales	17817 Davenport Road, Suite 210 Dallas, Texas 75252

ARTICLE VIII Incorporator

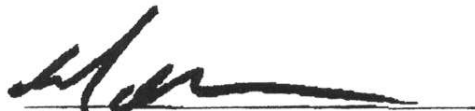
The name and address of the Incorporator is:

M. Matthew Fontane	2001 Ross Avenue Suite 3000 Dallas, Texas 75201
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ARTICLE IX Action by Written Consent

Any action required by law to be taken at a meeting of the directors of the Corporation or any action that may be taken at a meeting of the directors of or of any committee may be taken without a meeting if a consent in writing, setting forth the actions to be taken, is signed by a sufficient number of directors or committee members as would be necessary to take that action at a meeting at which all of the directors or members of the committee were present and voted, provided that all other requirements of law to make such written consent effective to take the action are met.

IN WITNESS WHEREOF, the incorporator above listed has executed these Articles of Incorporation on June 3, 2002.


M. Matthew Fontane

THE STATE OF TEXAS §
 §
COUNTY OF DALLAS §

I, the undersigned Notary Public, do hereby certify that on June 17, 2002, personally appeared M. Matthew Fontane, known to me to be the persons whose names are subscribed to the foregoing document and, being by me first duly sworn, severally declared that the statements contained therein are true and correct.

Given under my hand and seal of office on June 17, 2002.



Sheila A. Pedersen
Notary Public in and for the State of Texas

Filed and Recorded
Official Public Records
John F. Warren, County Clerk
Dallas County, TEXAS
01/05/2012 04:14:59 PM
\$140.00
201200004343

A handwritten signature in cursive script, likely belonging to John F. Warren.



GARLAND

CODE COMPLIANCE

"Helping Garland Citizens Maintain and Improve the Neighborhoods They Call Home."
972-485-6400 - codenfc@ci.garland.tx.us

Did you know? Common Code Violations



Oversized Vehicles

Oversized vehicles are prohibited in residential areas. Examples of oversized vehicles are any vehicle exceeding 9000 gross vehicle weight, a truck tractor, road tractor, semi-trailer, any trailer greater than 18 feet in length, tow truck and passenger motor vehicles designed to carry more than 16 persons (including the driver). Oversized vehicles parked on public property can be **towed** without notice.



Parking on Unimproved Surfaces

It is illegal to park any kind of vehicle (car, truck, boat, motorcycle, utility trailer, or recreational vehicle) on the grass or dirt in a residential area. This applies to the front, back and side yards of a house, as well as vacant lots.



Junk Vehicles

A vehicle on private property is considered a junk vehicle by City ordinance if the vehicle has an expired registration or inspection and is wrecked, dismantled, on flat tires or not moved within the last 30 days. Vehicles parked on the street must have current registration and inspection stickers and must move every 48 hours.



Vehicle Encroachment

When vehicles are parked so that they extend over the sidewalk, they can become a hazard for pedestrians and other vehicles. At no time should vehicles be parked so as to extend over the sidewalk or off of the property.



Limb Encroachment

When tree limbs and bushes are allowed to grow over the street, alley, or sidewalk, they too can become a hazard for pedestrians and vehicles. This is important because many of the city's fire trucks, service vehicles, and school buses are very large and require a clearance of 14 feet over the street and alley. Sidewalks must have a clearance of 8 feet.



High Grass

As a resident or property owner in Garland, it is your responsibility to keep the lawn on your property maintained. Maintaining the alley or utility easement to the midpoint and the entire parkway (the area from the curb to the sidewalk) is also your responsibility. Violations occur when the grass and/or weeds reach over 12 inches in height.



T.R.A.C.

Teaching Residents About Code
972-485-6400
Code Compliance

Contents

Common Code Compliance Violations

Address Numbers
Encroachments
Fences
Garage Sales
Graffiti
Grass and Unmanaged Vegetation
Home Businesses
Improper Storage
Junk Vehicles
Lawn Waste
Overcrowding
Oversized Vehicles
Parking on Unimproved Surfaces
Poison Ivy
Refrigerators
Rental Property Registration
Signs
Trash and Refuse
Trash Container Placement

Important Phone Numbers

Utilities, Inspections, Public Safety,
Neighborhood Vitality and others.

Note: These are samples of the Neighborhood Health and Sanitation code violations. For a complete listing of City of Garland Code of Ordinances, please go to www.garlandtx.gov and click on City Hall then Code of Ordinances.

Address Numbers

Each property must display address numbers that are at least 3 inches tall in the front and back of the building—whether on the building itself, on an adjacent fence, or on an appropriate detached sign. The address numbers must be installed and maintained so that they are visible and legible from streets, alleys, private drives, and fire lanes. Individual tenant suites should be numbered in the same manner. Street address numbers are not required in the back of a multi-unit structure if no access is provided for that unit by a street, alley, private drive, or fire lane.

Encroachments and Obstructions

When vehicles are parked so that they extend over the sidewalk, they can become a hazard for pedestrians and other vehicles. At no time should vehicles be parked so as to extend over the sidewalk or off of the property. When tree limbs and bushes are allowed to grow over the street, alley, or sidewalk, they too can become a hazard for pedestrians and vehicles. Tree limbs, basketball goals, and other items that block the street, alley, or sidewalk should be removed. Limbs should be trimmed so that there is 14 feet of clearance from the ground (street) to the lowest limb. This clearance standard should be applied not only within your property limits but to the center of the street or alley. This is important because many of the city's fire trucks, service vehicles, and school buses require a clearance of up to 14 feet. It is just as important that sidewalks be free of bushes, vehicles, basketball goals, skateboard ramps, and other objects that interfere with pedestrian traffic. The city's ordinance specifies that the sidewalk should be free of obstructions to a height of 8 feet.

Fences

It is your responsibility as a resident or property owner in Garland to keep your fence in good repair. The fence should not contain broken or missing slats, lean more than 10 degrees vertically, or contain badly deteriorated material. Fences must not be constructed of prohibited materials, which include barbed wire, razor wire, and welded or woven wire, such as chicken wire, hog wire, stockade panels, and similar agricultural wires. Galvanized sheet metal, corrugated fiberglass, and materials not approved for exterior exposure are also prohibited. Electric fences must meet the requirements of the Building Inspection Department. If it is not financially possible for you to repair or replace a fence that is in violation, it may be removed, provided there is no pool in the yard.

Swimming pool fences: The following requirements must be met whether the pool in the yard is in-ground or above-ground:

- The fence must be at least 4 feet tall.
- The slats cannot be further than 4 inches apart.
- All gates must be self-closing and self-latching.
- The latch must be located in the top third of the gate.

A permit from the Building Inspection Department is required to build a fence. That department can be reached at 972-205-2300.

Garage Sales

A permit is required for all garage sales and yard sales. There is no fee for this permit. Sales may last only three consecutive days, and only three garage sales or yard sales are allowed each year. Directions for sign placement will be given at the time the permit is issued.

Graffiti

The City of Garland's ordinance is intended not to punish property owners but to work with them to cooperatively wipe out graffiti. If your property is marked with graffiti, you can remove it yourself or call the Code Compliance Department at 972-485-6400 and report the location so that a city contractor can remove the graffiti at no cost to you. Written permission to remove the graffiti is the only requirement.

Grass and Vegetation

As a resident or property owner in Garland, it is your responsibility to keep the lawn on your property maintained. Maintaining the alley or utility easement to the midpoint and the entire parkway (the area from the curb to the sidewalk) is also your responsibility. Violations occur when the grass and/or weeds reach over 12 inches. When they are allowed to grow taller than 12 inches, grass and weeds harbor insects, rodents, and snakes. During extended dry weather, high grass presents a fire hazard as well. In addition, property owners and residents must not allow unmanaged landscape and/or vegetation on any developed property. All brush, shrubs, and trees must be cut back so as not to block the sidewalk, the approach to the house, or the driveway and so as not to cover any windows.

Home Businesses

Several rules apply to businesses that are conducted from the home:

- The business can be operated only by a person living in the home.
- Signs cannot be placed on the property advertising the business.
- Nothing can be sold from the home. (No money can be exchanged.)
- No equipment can be present that would not normally be found at a residence.
- The business cannot create noise, odor, increased traffic, light, or smoke.
- No materials can be stored outside.
- All business must be conducted indoors.

If you are not sure whether your business will be in violation of the ordinance, please call 972-485-6400.

Improper Storage

For the health and safety of your neighborhood, your yard must be kept neat and clean. Items that can deteriorate when left outside should not be kept outside. These include indoor furniture, appliances, boxes, car parts, and paper products. Bags of trash should be placed in your green trash container and not beside it. Lumber should be neatly stacked on a rack at least 6 inches off the ground to avoid becoming harborage to insects and rodents.

Junk Vehicles

Allowing a junk vehicle to remain on your property is dangerous to the public. Such vehicles tend to reduce property values and invite vandalism. They are also a nuisance and present a health hazard to minors.

A vehicle is considered a junk vehicle if it does not have a current license plate and a current state inspection sticker (BOTH MUST BE CURRENT). If one or both are expired AND the vehicle is either wrecked, dismantled, and discarded, it

is considered a junk vehicle. If it not wrecked, but has an expired registration or an expired inspection AND has remained inoperable for more than 48 hours if parked on public property or more than 30 consecutive days if parked on private property, it is then also considered a junk vehicle. These stipulations apply even if the vehicle is covered with a tarp or car cover, unless the vehicle is deemed a special interest or antique vehicle. Your options are to remove the vehicle from public view or to ensure that it is licensed, inspected, and operable.

Lawn Waste

Yard waste cannot be dumped in a street, alley, or storm sewer system. In addition, residents should not allow others to dump waste in these areas.

Overcrowding

Every dwelling unit shall have at least 150 square feet of habitable floor area for the first occupant and 100 square feet of habitable floor area for each additional occupant. Except for kitchens, habitable rooms shall have an area of not less than 70 square feet. Where more than two persons occupy a room used for sleeping purposes the required floor area of 70 square feet shall be increased at the rate of fifty square feet for each occupant in excess of two. A dwelling should not be occupied by more than three individuals who are not related by blood, marriage, or adoption to the owner of the property, or if a rental property, to the first signatory on the lease.

Oversized Vehicles

Oversized vehicles are restricted in residential areas. Examples of oversized vehicles are a truck tractor, road tractor, semi-trailer, tow truck, passenger motor vehicle designed to carry more than 16 persons (including the driver), or any other modified vehicle with a manufacturer's rating of 9,000 pounds gross vehicle weight or higher. The oversized vehicle is allowed in a residential area only if it is actively being used in the loading or delivery of passengers or goods. Recreational vehicles (motor homes, travel trailers, boats, and utility trailers less than 18 feet in length) must be parked on private property and not on the street.

Parking on Unimproved Surfaces

City ordinance sets strict rules on allowable parking surfaces in front, side, and back yards in residential areas. In general, the city's rules are as follows:

- It is illegal to park any kind of vehicle (car, truck, boat, motorcycle, utility trailer, or recreational vehicle) on the grass or dirt.
- In a front yard, parking surfaces must either be concrete (5 inches thick) or interlocking concrete paving tiles on an approved sub-base.
- In a side or back yard, citizens may construct parking areas made of concrete, asphalt, or gravel (white rock or pea gravel 6 inches deep) held in place by an approved border such as treated lumber.

Due to the highly specific requirements, all residents and owners planning to construct a parking surface should contact the Building Inspection Department and obtain a permit before construction.

Pet Registration

"No owner shall possess, keep or maintain within the city any dog or cat over four (4) months of age unless such dog or cat is currently registered with Animal Services." A current metal registration tag, issued by Animal Services or a veterinarian authorized by Animal Services to issue the tag must be affixed to a collar or harness that must be worn by the dog or cat at all times. Contact Animal Services for more information at (972) 205-3570.

Poison Ivy

There should be no active poison ivy within 50 feet of a residence.

Refrigerators

Storing or keeping refrigerators or freezers outside is dangerous and unsightly. They are a nuisance to small children, who may become trapped inside. If a refrigerator or freezer is being placed at the curbside for pick up, you must ensure that the doors are secured and cannot be opened or have been removed.

Rental Property Registration

Every property owner who rents or leases to another person must register the home with the City of Garland. The owner/manager must submit an application for each single-family rental home to the Code Compliance Department. Rental properties are inspected at each change in occupancy or if a complaint is filed with the Code Compliance Department.

Signs

The City of Garland prohibits the placement of signs or flyers on public property, including telephone poles, utility poles, traffic signal poles, rights-of-way, medians, trees, and public fences and buildings. In addition, garage sale signs that are on private property must be removed at the end of the sale. No sign should block the view of vehicles or pedestrians. If you are not sure if a sign complies with city ordinances, please call 972-485-6400.

Trash and Refuse

Trash that is left outdoors is an eyesore and a health hazard. The City of Garland prohibits loose trash and refuse at a residence. Trash that will fit should be placed in the green trash container. When not placed at the curb for service, green containers must be placed in a manner as to be behind the front door of the front of the home. Waste that is too large for the green container—such as large boxes, furniture, appliances, or bags of leaves and grass—should be placed at the front curb no earlier than 6:00 pm the day before scheduled pickup. The exception is yard waste, such as tree limbs, which may be placed at the front curb any day of the week. For a list of items eligible for pickup, please contact the Environmental Waste Services Department at 972-205-3500.

Animal Services 972-205-3570
Animal Control, Pet Adoption

Bldg. Inspections 972-205-2300
Construction permits (new & add-ons, pools, fences, garage conversions, etc.), storage shed permits

Code Compliance 972-485-6400
High grass, garage sale permits, overcrowded housing, graffiti removal, parking on unimproved surfaces, junk vehicles

City Secretary 972-205-2404
Meeting agendas/minutes/solicitor permits

City Tax Office 972-205-2410

Employment Opportunities 972-205-2475

Engineering 972-205-2170
Alley paving, sidewalk repair/replacement, right-of-way mgmt.

Environmental Services
Trash can/recycling bin replacement, trash/recycling/bulky waste

Pickup 972-205-3500

Storm water run-off 972-205-2180

Hazardous Waste 972-205-3460

Firewheel Golf 972-205-2795

Garland Municipal Courts 972-205-2330

Granville Arts Centers

Theater/Banquet Hall

Rental 972-205-2780

Box Office 972-205-2790

Health Department 972-205-3460

Mosquito control, food safety

Public Health Immunizations 972-205-3370

Libraries 972-205-2500

Mayor's Office 972-205-2400

Neighborhood Services 972-205-3310
Homebuyer/Home repair assistance programs

Neighborhood Vitality 972-205-3864
Neighborhood organization, grant information, block parties, GNMA

Parks & Recreation 972-205-2750

Carver Sr. Center 972-205-3305

Downtown Sr. Center 972-205-2769

Planning Department 972-205-2445
Comprehensive & Neighborhood planning, zoning, development

Public Safety

Police non-emergency 972-485-4840

Solicitor Permits 972-205-1658

Crimestoppers 972-272-TIPS

Fire non-emergency 972-781-7100

Fire Marshal's office 972-781-7148

Transportation

Traffic issues 972-205-2430

Traffic signal malfunction 972-205-3250

Utility Services Customer Service 972-205-2671

Establish utility service, billing, pay by phone, credit, disconnects/reconnects

Emergency Power Outage 972-205-3000

Streetlight Repair 972-205-3483

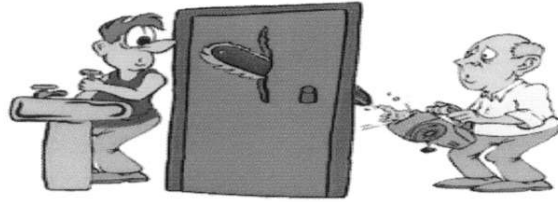
Line Location 1-800-344-8377

Water Department 972-205-3210

Emergency Numbers – of other utility outages

Atmos Gas 1-866-322-8667 TXU 1-800-233-2133

Ask Before You Alter



The deed restrictions for your community require written permission from the Architectural Control Committee or Board of Directors before any changes; alterations or additions are made by an owner/-resident to the exterior of a home. Changes include but are not limited to painting, remodeling, adding storage buildings, carports, fences and landscaping.

In response to these legal requirements, we have developed an **application form** that protects both the owner and the association. The procedure for obtaining the Application is as follows:

- 1) When you have finalized your plans for the change, alteration or addition (such as a patio cover, security light, or patio deck), call association manager for a copy of the application;
 - 2) Complete the form, providing all data including the address of your home and attaching a photograph, sketch or drawing of the proposed alteration. Include in your attachments a description of materials and method of construction or installation, including construction plans if applicable, of the proposed change;
 - 3) Send the form to your association manager;
 - 4) Your association manager will forward copies of your application to the proper committee or Board member from your association;
 - 5) Your Board or Architectural Control Committee representative will contact you to review the application;
 - 6) Within the time parameters provided in your legal documents, you will be advised of the Board/Committee decision, or recommendations for change;
 - 7) You must obtain all city building permits and licenses necessary to legally complete the work;
 - 8) The Application is maintained with your association's archival records but it is always wise to keep a copy.
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