

EXHIBIT “B”

BYLAWS
OF
NORTH TARRANT PARKWAY HOMEOWNER’S ASSOCIATION, INC.
(Amended as January 2012)

ARTICLE I.
NAME AND LOCATION

The name of the corporation is North Tarrant Parkway Homeowner’s Association, Inc. (hereinafter referred to as the “Association”). The principal office of the corporation shall be located at 700 Harwood Rd., Hurst, Texas, but meetings of members and directors may be held at such places within the State of Texas, County of Tarrant as may be designated by the Board of Directors.

ARTICLE II.
DEFINITIONS

Section 1. “Association” shall mean and refer to North Tarrant Parkway Homeowner’s Association, Inc., its successors and assigns.

Section 2. “Properties” shall mean and refer to that certain real property described in the subdivision plat for Forest Glenn Phase I & II, an addition to the City of North Richland Hills, Tarrant County, Texas, according to plat recorded in Cabinet A, Slide 2010, Plat Records, Tarrant County, Texas.

Section 3. “Lot” means any designated parcel of land located in a residential subdivision, including any improvements on the designated parcel, and includes any numbered plat of land shown upon any recorded subdivision plat of properties.

Section 4. “Owner” means a person who holds record title to property in a residential subdivision, and includes the personal representative of a person who holds record title to property in a residential subdivision.

Section 5. “Declarant” shall mean and refer to North Tarrant Parkway Homeowner’s Association, Inc., its successors and assigns.

Section 6. “Restrictions” means one or more restrictive covenants contained or incorporated by reference in a properly recorded map, plat, replat, declaration, or other instrument filed in the real property records or map or plat records. The term includes any amendment or extension of the restrictions.

Section 7. “Member” shall mean and refer to those persons entitled to membership, as provided in the Articles of Incorporation or the Restrictions.

Section 8. “Assessment” means a regular or special assessment, or other amount a property owner is required to pay a property owner’s association under the dedicatory instrument or bylaws.

Section 9. “Board” means the governing body of a property owner’s association.

ARTICLE III.
MEETING OF MEMBERS

Section 1. Annual Meetings. The first annual meeting of the members shall be held on the second Thursday in March, and each subsequent regular annual meeting of the members shall be held on the second Thursday of November of each year thereafter, at the hour of 7:30 o’clock P.M. If the day for annual meeting of the members is a legal holiday, the meeting will be held at the same hour on the first day following which is not a legal holiday.

Section 2. Special Meetings. Special meetings of the members may be called at any time by the president of the Board of Directors, or upon written request of the members who are entitled to vote one-fourth (¼) of all of the votes.

Section 3. Notice of Meetings. Written notice of each meeting of the members shall be given by, or at the direction of, the Secretary or a person authorized by the Bylaws to call the meeting by: (1) mailing a copy of such notice, postage prepaid, to each member’s address as it appears on the Association’s books, or as supplied by each such member for the purpose of notice; or (2) by e-mail to each member who has provided their e-mail address to the Secretary, not less than fifteen (15) days nor more than sixty (60) days before such meeting to each member entitled to vote at each such meeting. Such notice shall specify the place, date and hour of the meeting and, in the case of a special meeting, the purpose of the meeting.

Section 4. Quorum. The presence, in person, by proxy or by absentee ballot of one-fifth (1/5) or more of the owners of real property shall constitute a quorum for any action, except as otherwise provided in the Articles of Incorporation, the Restrictions, or these Bylaws. If such a quorum shall not be present or represented at any meeting, the members entitled to vote at any meeting shall have the power to adjourn the meeting without notice other than announcement at the meeting until a quorum shall be present or represented.

- (a) The voting rights of an owner may be cast or given:
- (1) in person or by proxy at a meeting of the property owners’ association;
 - (2) by absentee ballot in accordance with this section;
 - (3) by an electronic ballot in accordance with this section;
 - (4) by any method of representative or delegated voting provide by a

dedicatory instrument.

- (b) An absentee or electronic ballot:
 - (1) may be counted as an owner present and voting for the purpose of establishing a quorum only for items appearing on the ballot;
 - (2) may not be counted if the property owner attends any meeting to vote in person, so that any vote cast by a property owner in person supersedes any vote submitted by absentee or electronic ballot previously submitted for that proposal; and
 - (3) may not be counted on the final vote of a proposal if the motion was amended at the meeting to be different from the exact language on the absentee or electronic ballot.
- (c) A solicitation for votes by absentee ballot must include:
 - (1) an absentee ballot that contains each proposed action and provides an opportunity to vote for or against each proposed action;
 - (2) instructions for delivery of the completed absentee ballot, including the delivery location; and
 - (3) the following language: “By casting your vote via absentee ballot you will forgo the opportunity to consider and vote on any action from the floor on these proposals, if a meeting is held. This means that if there are amendments to these proposals, your votes will not be counted on the final vote on these measures. If you desire to retain this ability, please attend any meeting in person. You may submit an absentee ballot and later choose to attend any meeting in person, in which case any in-person vote will prevail.”
- (d) For the purposes of this section, “electronic ballot” means a ballot:
 - (1) given by:
 - (A) e-mail;
 - (B) facsimile; or
 - (C) posting on an Internet website;
 - (2) for which the identity of the property owner submitting the ballot can be confirmed; and
 - (3) for which the property owner may receive a receipt of the electronic transmission and receipt of the owner’s ballot.
- (e) If an electronic ballot is posted on an Internet website, a notice of the posting shall be sent to each owner that contains instructions on obtaining access to the posting

on the Internet website.

- (f) This section supersedes any contrary provision in a dedicatory instrument.

Section 5. Proxies. At all meetings of members, each owner may vote in person or by proxy. Every proxy is revocable and shall automatically cease upon conveyance by the owner of his or her lot. The voting rights of each owner may be cast or given:

- (a) in person or by proxy at a meeting of the property owners' association;
- (b) by absentee ballot in accordance with this section;
- (c) by electronic ballot in accordance with this section; or
- (d) an absentee or electronic ballot;
 - (1) may be counted as an owner present and voting for the purpose of establishing a quorum only for items appearing on the ballot;
 - (2) may not be counted, even if properly delivered, if the owner attends any meeting to vote in person, so that any vote cast at a meeting by a property owner supersedes any vote submitted by absentee or electronic ballot previously submitted for that proposal;
 - (3) may not be counted on the final vote of a proposal if the motion was amended at the meeting to be different from the exact language on the absentee or electronic ballot; and
 - (4) a solicitation for votes by absentee ballot must include:
 - (A) an absentee ballot that contains each proposed action and provides an opportunity to vote for or against each proposed action;
 - (B) instructions for delivery of the completed absentee ballot, including the delivery location; and
 - (C) the following language: "By casting your vote via absentee ballot you will forgo the opportunity to consider and vote on any action from the floor on these proposals, if a meeting is held. This means that if there are amendments to these proposals your votes will not be counted on the final vote on these measures. If you desire to retain this ability, please attend any meeting in person. You may submit an absentee ballot and later choose to attend any meeting in person, in which case any in-person vote will prevail."
 - (D) for the purpose of this Section, "electronic ballot" means a ballot:
 - (1) given by e-mail, facsimile or posting on an Internet website;
 - (2) for which the identity of the property owner submitting the

ballot can be confirmed; and

- (3) for which the property owner may receive a receipt of the owner's ballot.
- (e) If an electronic ballot is posted on an Internet website, a notice of the posting shall be sent to each owner that contains instructions on obtaining access to the posting on the Internet website.
- (f) This Section supersedes any contrary provision in a dedicatory instrument.

Section 6. Transaction of Business. When a quorum is present at any meeting the vote of the members holding a majority of the votes having voting power present in person or represented by proxy shall decide any question before such meeting, unless the question is one upon which by express provision of the statutes, the Restrictions, or these Bylaws, a different vote is required in which case such express provision shall govern. The members present at a duly organized meeting may continue to transact business until adjournment, notwithstanding withdrawal of any members to leave less than a quorum.

ARTICLE IV.

BOARD OF DIRECTORS; SELECTION; TERM OF OFFICE

Section 1. Number. The affairs of this Association shall be managed by a Board of not less than three (3) nor more than seven (7) directors, who shall be members of the Association.

Section 2. Term of Office. The members shall elect three (3) directors for a term of one (1) year, and three (3) directors for a term of two (2) years. At each annual meeting thereafter, the members shall elect directors whose terms have expired for a term of two (2) years. The past president shall serve an additional year regardless if his/her term has expired, but during that year the past president shall not be elected president if not elected to the Board by the members.

Section 3. Eligibility.

- (a) Except as provided by Subsection (b), a provision in a dedicatory instrument that restricts a property owner's right to run for a position on the Board of the property owners' Association is void.
- (b) If a Board is presented with written, documented evidence from a database or other record maintained by a governmental law enforcement authority that a board member has been convicted of a felony or crime involving moral turpitude, the board member is immediately ineligible to serve on the Board of the property owners' Association, automatically considered removed from the Board, and prohibited from future service on the Board.

Section 4. Removal. Any director may be removed from the Board, with or without cause, by a majority vote of members of the Association. In the event of death, resignation or removal of a director, his/her successor shall be selected by the remaining members of the Board and shall serve for the unexpired term of this predecessor.

Section 5. Compensation. No director shall receive compensation for any service he/she may render to the Association. However, any director may be reimbursed for his/her actual expenses incurred in the performance of this duty.

Section 6. Meetings.

- (a) All meetings of the Board shall be held within the city limits of the City of North Richland Hills, Texas. The Board may hold meetings, either regular or special, upon notice given to the members of the Association in accordance with the laws of the State of Texas. Regular meetings of the Board shall be held at least monthly as called by the President, or by a majority of the Board, at such time and place as shall be determined by the Board.
- (b) “Board meeting” means a deliberation between a quorum of the voting Board of the property owners’ association, or between a quorum of the voting Board and another person, during which property owners association business is considered and the Board takes formal action; and it does not include the gathering of a quorum of the Board at a social function unrelated to the business of the Association or the attendance by a quorum of the Board at a ceremonial event or press conference where no formal action of the Board is taken, and any discussion of Association business is incidental to the social function or press conference.
- (c) Regular and special board meetings shall be open to all owners of property in the Association, subject to the right of the board to adjourn a board meeting and reconvene in closed executive session to consider actions involving personnel, pending or threatened litigation, contract negotiations, enforcement actions, confidential communications with the property owners’ association attorney, matters involving the invasion of privacy of individual owners, or matters that are to remain confidential by request of the affected parties and agreement of the board. Following an executive session, any decision made in the executive session must be summarized orally and placed in the minutes, in general terms, without breaching the privacy of individual owners, violating any privilege, or disclosing information that was to remain confidential at the request of the affected parties. The oral summary must include a general explanation of expenditures approved in executive session.
- (d) The Board shall keep a record of each regular or special Board meeting in the form of written minutes of the meeting. The Board shall make meeting records,

including approved minutes available to a member for inspection and copying on the member's written request to the property owners' association president, secretary or the Board.

- (e) Members shall be given notice of the date, hour, place, and general subject matter of a regular or special Board meeting, including a general description of any matter to be brought up for deliberations in executive session. The notice shall be either:
 - (1) mailed to each property owner not later than the tenth (10th) day or earlier than the sixtieth (60th) day before the date of the meeting; or
 - (2) posting the notice in a conspicuous manner reasonably designed to provide notice to property owners' association members:
 - (A) in a place located on the Association's common property or, with the property owner's consent, on other conspicuously located privately owned property within the subdivision; or
 - (B) on any internet website maintained by the Association or other internet media; *and*
 - (C) sending the notice by e-mail to each owner who has registered an email address with the Association.
- (f) It is a property owner's duty to keep an updated e-mail address registered with the property owners' association.
- (g) If the Board recesses a regular or special Board meeting to continue the following business day, the Board is not required to post notice of the continued meeting if the recess is taken in good faith and not to circumvent Subsection (e). If a regular or special Board meeting is continued to the following regular business day, and on that following day the Board continues the meeting to another day, the Board shall give notice of the continuation in at least one manner prescribed by Subsection (e) within two (2) hours after adjourning the meeting being continued.
- (h) The Board may meet by any method of communication, including electronic and telephonic, without prior notice to owners under Subsection (e), if each director may hear and be heard by every other director, or the Board may take action by unanimous written consent to consider routine and administrative matters or a reasonably unforeseen emergency or urgent necessity that requires immediate Board action. Any action taken without notice to owners under Subsection (e) must be summarized orally, including an explanation of any known actual or estimated expenditures approved at the meeting, and documented in the minutes of the next regular or special Board meeting.

The Board may not, without prior notice to owners under Subsection (e), consider or vote on:

- (1) fines;
- (2) damage assessments;
- (3) initiation of foreclosure actions;
- (4) initiations of enforcement actions, excluding temporary restraining orders or violations involving a threat to health or safety;
- (5) increases in assessments;
- (6) levying of special assessments;
- (7) appeals from a denial of architectural control approval; or
- (8) a suspension of a right of a particular owner before the owner has an opportunity to attend a board meeting to present the owner's position, including any defense, on the issue.

Section 7. Action Taken Without a Meeting. By obtaining the written approval of all the directors, the directors shall have the right to take any action in the absence of a meeting which they could take at a meeting. Any action so approved shall have the same effect as though taken at a meeting of the directors.

ARTICLE V. BUDGETS

Section 1. Establishment of Budget. The Board of Directors will prepare an Annual Budget to carry out the purpose of the Association as defined by the Deed Restrictions, Articles of Incorporation, and Bylaws.

Section 2. Budget Approval. The Board of Directors will present the Annual Budget to the Association members at or before the "Annual Meeting" for approval by vote in person or proxy by the majority of the members.

Section 3. Non-Approval. If the new budget presented by the Board of Directors is not approved, then the last year's budget is automatically re-approved until a new budget is passed.

Section 4. Spending Limits. The Annual Budget defines the spending limits in aggregate to which the Board of Directors are authorized. Within this limit the Board may approve spending as they deem appropriate to meet the needs of the Association.

ARTICLE VI.
NOMINATION AND ELECTION OF DIRECTORS

Section 1. Nomination. Nomination for election to the Board of Directors shall be made by a Nominating Committee. Nominations may also be made from the floor at the annual meeting. The Nominating Committee shall consist of a Chairman, who shall be a member of the Board of Directors, and two (2) or more members of the Association. Within exception of the meeting on the second Thursday of March, the Nominating Committee shall be appointed by the Board of Directors at least ninety (90) days prior to each annual meeting to serve until the close of the next annual meeting. The Nominating Committee shall make as many nominations for election to the Board of Directors as it shall in its discretion determine, but not less than the number of vacancies that are to be filled.

Section 2. Eligibility.

- (a) Except as provided by Subsection (b), a provision in a dedicatory instrument that restricts a property owner's right to run for a position on the Board of the property owners' Association is void.
- (b) If a Board is presented with written, documented evidence from a database or other record maintained by a governmental law enforcement authority that a board member has been convicted of a felony or crime involving moral turpitude, the board member is immediately ineligible to serve on the Board of the property owners' Association, automatically considered removed from the Board, and prohibited from future service on the Board.

Section 3. Election. Election to the Board of Directors shall be by secret written ballot. At such election the members or their proxies may cast, in respect to each vacancy, as many votes as they are entitled to exercise under the provisions of the Restrictions. The persons receiving the largest number of votes shall be elected. Cumulative voting is not permitted.

Notwithstanding any provision in a dedicatory instrument, any board member whose term has expired must be elected by owners who are members of the property owners' Association. A board member may be appointed by the Board only to fill a vacancy caused by a resignation, death or disability. A board member appointed to fill a vacant position shall serve the unexpired term of the predecessor board member. The appointment of a board member in violation of this Section is void.

Section 4. Tabulation of and Access to Ballots.

- (a) Notwithstanding any other provision or any other law, a person who is a candidate in a property owners' association election or who is otherwise the subject of an association vote, or a person related to that person within the third degree (that is a child, brother, sister, grandparent or great-grandparent, grandchild, great-

grandchild, great-aunt or uncle, niece, nephew, great-niece, great-nephew, spouse, or a personal who is related by blood to a spouse [as described above]) may not tabulate or otherwise be given access to the ballots cast in that election or vote except as provided by this section.

- (b) A person other than a person described in Subsection (a) may tabulate votes in an association election or vote but may not disclose to any other person how an individual voted.
- (c) Notwithstanding any other provision of this chapter or any other law, a person other than a person who tabulates votes under Subsection (b), including a person described by Subsection (a), may be given access to the ballots cast in the election or vote only as part of a recount process authorized by law.

ARTICLE VII.
POWERS AND DUTIES OF THE BOARD OF DIRECTORS

Section 1. Powers. The Board of Directors shall have power to:

- (a) adopt and publish rules and regulations governing the use of the Perimeter Areas, Common Area Landscaping and the personal conduct of the members and their guests thereon, and to establish penalties for the infraction thereof;
- (b) exercise for the Association all powers, duties and authority vested in or delegated to this Association and not reserved to the membership by other provisions of these Bylaws, the Articles of Incorporation, or the Restrictions;
- (c) declare the office of a member of the Board of Directors to be vacant in the event such member shall be absent from three (3) consecutive regular meetings of the Board of Directors; and
- (d) employ a manager, an independent contractor, or such other employees as they deem necessary, and to prescribe their duties.

Section 2. Duties . It shall be the duty of the Board of Directors to:

- (a) cause to be kept a complete record of all its acts and corporate affairs and to present a statement thereof to the members at the annual meeting of the members, or at any special meeting when such statement is requested in writing by one-fourth (1/4) of the members who are entitled to vote;
- (b) supervise all officers, agents and employees of the Association, and to see that their duties are properly performed;
- (c) fix the amount of the annual assessment against each lot at least thirty (30) days in advance of each annual assessment period, and determine whether it shall be paid

in installments and when due and payable;

- (d) send written notice of each assessment to every owner subject thereto at least thirty (30) days in advance of each annual assessment period;
- (e) determine the remedies in law against any property for which assessments are not paid within two (2) months after due date;
- (f) to begin an action at law against a property owner personally obligated to pay a delinquent assessment, or grant an extension to the due date for payment upon the written request of a property owner due to hardship;
 - (1) Notice Required Before Enforcement Action. Before the Association may suspend an owner's rights to use a common area, file suit against an owner other than a suit to collect a regular or special assessment or foreclosure under an Association lien, charge an owner for property damage, or levy a fine for violation of the Restrictions or Bylaws of the Association, the Association or its agent must give written notice to the owner by certified mail, return receipt requested.
 - (2) The notice must:
 - (A) describe the violation or property damage that is the basis for the suspension action, charge, or fine and state any amount due the Association from the owner; and
 - (B) inform the owner that the owner:
 - (1) is entitled to a reasonable period to cure the violation and avoid the fine or suspension unless the owner has already been given notice and a reasonable opportunity to cure a similar violation within the preceding six (6) months;
 - (2) may request a hearing on or before the thirtieth (30th) day after the date the owner received the notice; and
 - (3) may have special rights or relief related to the enforcement action under federal law, including the Servicemembers Civil Relief Act (50 U.S.C. Section 501).
 - (3) to determine if an action at law shall be instituted against an owner obligated to pay the delinquent assessment, or to grant an extension of the due date for payment of an assessment upon the written request of an owner due to hardship:
 - (A) The Association may not foreclose an Association assessment lien if the debt securing the lien consists solely of fines assessed by the Association or attorney's fees incurred by the Association solely

associated with fines assessed by the Association;

- (B) the Association may not foreclose an Association's assessment lien on real property or commence a judicial foreclosure action unless the Association has:
 - (1) provided written notice of the total amount of the delinquency giving rise to the foreclosure to any other holder of a lien of record on the property whose lien is inferior or subordinate to the Association's lien and is evidenced by a deed of trust;
 - (2) provided the recipient of the notice of an opportunity to cure the delinquency before the sixty-first (61st) day after the date the recipient receives the notice; and
 - (3) that notice under this Subsection must be sent certified mail, return receipt requested, to the address for the lienholder shown in the deed records relating to the property that is the subject to the Associations assessment lien.
- (C) the Association may not foreclose an assessment lien unless the Association first obtains a court order in an application for expedited foreclosure under the rules adopted by the Supreme Court of Texas under Section 74.024, Texas Government Code.
- (D) Expedited foreclosure is not required under this Subsection if the owner of the property that is subject to foreclosure agrees in writing, at the time the foreclosure is sought, to waive expedited foreclosure under this Subsection. A waiver under this Subsection may not be required as a condition of the transfer of title to real property.
- (E) If the Association conducts a foreclosure sale of an owner's lot, the Association must send to the owner and to each lienholder of record, not later than the thirtieth (30th) day after the date of the foreclosure sale, a written notice stating the date and time the sale occurred and informing the owner and each lienholder of record the right of the owner and lienholder to redeem the property as hereinafter provided. The notice must be sent by certified mail, return receipt requested, to:
 - (1) the owner's last known mailing address, as reflected in the Association's records;

- (2) the address of each holder of a lien on the property subject to foreclosure evidenced by the most recent deed of trust filed of record in the real property records of the county in which the property is located;
 - (3) the address of each transferee or assignee of a deed of trust described by Subsection (2) above who has provided notice to the Association of such assignment or transfer. Notice provided by a transferee or assignee to the Association shall be in writing, shall contain the mailing address of the transferee or assignee, and shall be mailed by certified mail, return receipt requested, or by U.S. Mail with signature confirmation to the Association according to the mailing address of the Association pursuant to the most recent Management Certificate of the Association filed of record;
 - (4) if a recorded instrument does not include an address for the lienholder, the Association does not have a duty to notify the lienholder as provided above;
 - (5) an owner is deemed to have given approval for the Association to notify the lienholder;
 - (6) not later than the thirtieth (30th) day after the date the Association sends the notice required by Subsection (3), the Association must record an affidavit in the real property records of Tarrant County, stating the date on which the notice was sent and containing a legal description of the lot. Any person is entitled to rely conclusively on the information contained in the record affidavit; and
 - (7) the notice requirements of this Subsection also apply to the sale of an owner's lot by a sheriff or constable conducted as provided by a judgment obtained by the Association.
- (4) The minimum term for payment of delinquent assessments is three (3) months and a maximum of eighteen (18) months from the date of an owner's request for a payment plan. The Association is not required to enter into a payment plan with an owner who failed to honor the terms of a previous payment plan during the two (2) years following the owner's default under the previous payment plan. The Board shall determine a payment plan for each owner who is delinquent in paying regular or

special assessments or any other amount the owner owes the Association based upon the Board's judgment as to the facts of each such case, within the guideline periods stated above.

- (A) Except as provided below by Subsection (3), a payment received by the Association from an owner shall be applied to the owner's debt in the following order of priority:
 - (1) any delinquent assessment;
 - (2) any current assessment;
 - (3) any attorney's fees or third-party collection costs incurred by the Association which is associated solely with assessments or any other charge that could provide the basis for foreclosure;
 - (4) any attorney's fees incurred by the Association that are not subject to Subsection (3);
 - (5) any fines assessed by the Association; and
 - (6) any other amount owed to the Association.
- (5) If the time the Association receives a payment from an owner, the owner is in default under a payment plan entered into with the Association:
 - (A) the Association is not required to apply the payment in the order of priority specified in Subsection (4A); and
 - (B) in applying the payment, a fine assessed by the Association may not be given priority over any other amount owed to the Association.
- (6) If an owner is entitled to an opportunity to cure a violation, the owner has the right to submit a written request for a hearing to discuss and verify facts and resolve the matter in issue before a committee appointed by the Board, or before the Board if the Board does not appoint a committee.
- (7) If a hearing is to be held before a committee, the notice of such hearing shall state that the owner has the right to appeal the committee's decision to the Board by written notice to the Board.
- (8) The Board shall hold a hearing not later than the thirtieth (30th) day after the date the Board receives the owner's request for a hearing and shall notify the owner of that date, time and place of the hearing not later than the tenth (10th) day before the date of the hearing. The Board or the owner may request a postponement, and if requested, a postponement shall be

granted for a period of not more than ten (10) days. Additional postponements may be granted by agreement of the parties. The owner or the Board may make an audio recording of the meeting.

- (9) The notice and hearing are not required if the Association files a suit seeking a temporary restraining order or temporary injunctive relief, or files a suit that includes foreclosure as a cause of action. If a suit is filed relating to a matter to which those measures apply, a party to the suit may file a motion to compel mediation. The notice and hearing provisions do not apply to a temporary suspension of a person's right to use common areas if the temporary suspension is the result of a violation that occurred in a common area and involved a significant and immediate risk of harm to others in the subdivision. The temporary suspension is effective until the Board makes a final determination on the suspension action after following the procedures prescribed by this Subsection.
 - (10) The Association may collect reimbursement of reasonable attorney's fees and other reasonable costs incurred by the Association relating to collecting amounts, including damages, due to the Association for enforcing restrictions or the Bylaws of the Association only if the owner is provided a written notice that attorney's fees and costs will be charged to the owner if the delinquency or violation continues after a date certain stated in the notice.
 - (11) An owner is not liable for attorney's fees incurred by the Association relating to the notice referred to in Subsection (3) if the attorney's fees are incurred before the conclusion of the hearing, or if the owner does not request a hearing before the date by which the owner must request a hearing. The owner's presence is not required to hold a hearing requested under Subsection (3) above.
 - (12) All attorney's fees, costs, and other amounts collected from an owner shall be deposited into an account maintained at a financial institution in the name of the Association. Only members of the Board or its managing agent may be signatories on the account.
 - (13) Upon written request from an owner, the Association shall provide copies of invoices for attorney's fees and other costs relating only to the matter for which the Association seeks reimbursement of fees and costs.
 - (14) The notice provisions of Subsection (3) do not apply to a counterclaim of the Association in a lawsuit brought against the Association by an owner."
- (g) issue, or to cause an appropriate officer to issue, upon demand by any person, a certificate setting forth whether or not any assessment has been paid. A

reasonable charge may be made by the Board for the issuance of these certificates. If a certificate states an assessment has been paid, such certificates shall be conclusive evidence of such payment;

- (h) procure and maintain adequate liability and hazard insurance on property owned by the Association (adequate insurance is based solely on the judgment of the majority of the Board of Directors);
- (i) cause all officers or employees having fiscal responsibilities to be bonded, as it may deem appropriate;
- (j) cause to be maintained the Common Area Landscaping and Designated Public Properties to the extent provided in the recorded Covenants for the Properties;
- (k) promote beautification of Forest Glenn Phase I and subsequent Phases, determine areas to be maintained by the Association, gather bids for maintenance of those areas, create acceptance criteria for the proposals, administer the maintenance of the area upon acceptance, and identify deed restriction violations and be responsible to take action to clear said restriction violations;
- (l) monitor and support or oppose community issues which could affect the stability of property value, beauty and safety of Forest Glenn Phase I and subsequent Phases, interact with city maintenance, fire and police departments to ensure services are fairly distributed to Forest Glenn Phase I and subsequent Phases that are significant to the interests of Forest Glenn Phase I and subsequent Phases, and stay informed on the current issues that are being considered by the City Council; and
- (m) propose and secure such amendments to, or adoption of, Bylaws that comply with or put into effect amendments to, or changes in, the Texas Property Code that are expressly stated by the Texas Legislature when they become effective, or as soon as reasonably possible, after the effective date of such legislation.

Section 3. Environmental.

- (a) The Association shall *not* pass, include or enforce a Bylaw or other provision that prohibits an owner from:
 - (1) implementing measures promoting solid-waste composting of vegetation, including grass clippings, leaves, or brush, or leaving grass clippings uncollected on grass;
 - (2) installing rain barrels or a rainwater harvesting system; or
 - (3) implementing efficient irrigation systems, including underground drip or other drip systems.
- (b) A provision that violates Subsection (a) is void.

- (c) The Association *may* restrict the type of turf used by a property owner in the planting of new turf to encourage or require water-conserving turf.
- (d) This section does not:
 - (1) restrict the Association from regulating the requirements, including size, type, shielding, and materials, for the location of a composting device if the restriction does not prohibit the economic installation of the device on the owner's lot where there is reasonably sufficient area to install the device;
 - (2) prohibit the Association from regulating the installation of efficient irrigation systems, including establishing visibility limitations for aesthetic purpose;
 - (3) prohibit the Association from regulating the installation or use of gravel, rocks or cacti;
 - (4) restrict the Association from regulatory yard and landscape maintenance if the restriction or requirements do not restrict or prohibit turf or landscaping design that promotes water conservation;
 - (5) restrict the Association from regulating the size, type, and shielding of, and the materials used in the construction of, a rain barrel or rainwater harvesting device, or other appurtenance that is located on the side of a house or at any other location that is visible from a street, another lot, or common area if:
 - (A) the restriction does not prohibit the economic installation of the device or appurtenance on the owner's lot; and
 - (B) there is a reasonably sufficient area on the owner's lot on which to install the device or appurtenance;

Section 4. Display of Political Signs.

- (a) The Association may *not* adopt or enforce a restrictive covenant, bylaw or policy that prohibits an owner from displaying on the owner's lot one or more signs advertising a political candidate or ballot item for an election:
 - (1) on or after the ninetieth (90th) day before the date of the election to which the sign relates; or
 - (2) before the tenth (10th) day after that election date;
- (b) This section does *not* prohibit the enforcement or adoptions of a covenant or bylaw that prohibits a sign that:
 - (1) contains roofing material, siding, paving materials, flora, or one or more

- balloons or lights, or any other similar building, landscaping, or nonstandard decorative component; and
 - (2) is attached in any way to plant material, a traffic control device, a light, a trailer, a vehicle, or any other existing structure or object;
 - (3) including the painting of architectural surfaces;
 - (4) threatens the public health or safety;
 - (5) is larger than four (4) feet by six (6) feet;
 - (6) violates a law;
 - (7) contains language, graphics, or any display that would be offensive to the ordinary person; or
 - (8) is accompanied by music or other sounds or by streamers or is otherwise distracting to motorists;
- (c) The Association may remove a sign displayed in violation of a restrictive covenant or bylaw permitted by this Section.

Section 5. Regulation of Solar Devices.

- (a) In this Section:
- (1) “solar energy device” means a system or series of mechanisms designed primarily to provide heating or cooling or to produce electrical or mechanical power by collecting and transferring solar-generated energy. The term includes a mechanical or chemical device that has the ability to store solar-generated energy for use in heating, cooling, or in the production of power.
- (b) Except as otherwise provided below, the Association may not include or enforce a provision in a dedicatory instrument or bylaw that prohibits or restricts an owner from installing a solar energy device.
- (c) A provision that violates Subsection (b) is void.
- (d) The Association may include or enforce a provision in a dedicatory instrument or bylaw that prohibits a solar energy device that:
- (1) as adjudicated by a court:
 - (A) threatens the public health or safety; or
 - (B) violates a law;
 - (2) is located on property owned or maintained by the Association;
 - (3) is located on property owned in common by the members of the

Association;

- (4) is located in an area on the owner's lot other than:
 - (A) on the roof of the home or of another structure allowed under a dedicatory instrument; or
 - (B) in a fenced yard or patio owned and maintained by the property owner;
- (5) if mounted on the roof of the home:
 - (A) in a portion of the roof not visible from the front of the home or street that fronts the home; and extends no higher than or beyond, the roofline;
 - (B) is located in an area other than an area designated by the Association, unless the alternate location increases the estimated annual energy production of the device, as determined by using publicly available modeling tool provided by the National Renewable Energy Laboratory, by more than ten percent (10%) above the energy production of the device if located in an area designated by the Association;
 - (C) does not conform to the slope of the roof and has a top edge that is not parallel to the roofline; or
 - (D) has a frame, a support bracket, or visible piping or wiring that is not in a silver, bronze, or black tone commonly available in the marketplace;
- (6) if located in a fenced yard or patio, is taller than the fence line;
- (7) as installed, voids material warranties; or
- (8) was installed without prior approval by the Association or by a committee created in for such a purpose that provides decisions within a reasonable period of time or within a specified period.

Section 6. Use of Certain Roofing Materials. The Association may not prohibit or restrict an owner from installing roofing shingles that:

- (a) are designed primarily to:
 - (1) be wind and hail resistant;
 - (2) provide heating and cooling efficiencies greater than those provided by customary composite shingles; or
 - (3) provide solar generation capabilities; and

- (4) when installed:
 - (A) resemble the shingles used or otherwise authorized for use on property in the subdivision;
 - (B) are more durable than and are of equal or superior quality to the shingles described in Subsection (A); and
 - (C) match the aesthetics of the property surrounding the owner's property.

Section 7. Flag Display.

- (a) The Association may not, except as provided below, adopt or enforce a dedicatory instrument provision that prohibits, restricts, or has the effect of prohibiting or restricting an owner from the display of:
 - (1) the flag of the United States of America;
 - (2) the flag of the State of Texas; or
 - (3) an official or replica flag of any branch of the United States armed forces.
- (b) The Association may adopt or enforce reasonable provisions:
 - (1) that require:
 - (A) the flag of the United State be displayed in accordance with Title 4 U.S.C. Sections 5-10;
 - (B) the flag of the State of Texas be displayed in accordance with Chapter 3100, Texas Government Code;
 - (C) a flagpole attached to a dwelling or a freestanding flagpole be constructed of permanent, long-lasting materials, with a finish appropriate to the materials used in the construction of the flagpole and harmonious with the dwelling;
 - (D) the display of a flag, or the location and construction of the supporting flagpole, to comply with applicable zoning ordinances, easements, and setbacks of record; and
 - (E) a displayed flag and the flagpole on which it is flown be maintained in good condition and that any deteriorated flag or deteriorated or structurally unsafe flagpole be repaired, replaced, or removed;
 - (2) that regulate the size, number, and location of flagpoles on which flags are displayed, except that the regulation may not prevent the installation or erection of at least one flagpole per property that is not more than 20 feet in height;

- (3) that govern the size of a displayed flag;
- (4) that regulate the size, location, and intensity of any lights used to illuminate a displayed flag;
- (5) that impose reasonable restrictions to abate the noise caused by an external halyard of a flagpole; or
- (6) that prohibit a property owner from locating a displayed flag or flagpole on property that is:
 - (A) owned or maintained by the Association; or
 - (B) owned in common by the members of the Association.

Section 8. Display of Certain Religious Items.

- (a) Except as otherwise provided by this section, the Association may not enforce or adopt a restrictive covenant that prohibits a property owner or resident from displaying or affixing on the entry to the owner's or resident's dwelling one or more religious items the display of which is motivated by the owner's or resident's sincere religious belief.
- (b) This section does not prohibit the enforcement or adoption of a covenant that, to the extent allowed by the constitution of Texas and the United States, prohibits the display or affixing of a religious item on the entry to the owner's or resident's dwelling that:
 - (1) threatens the public health or safety;
 - (2) violates a law;
 - (3) contains language, graphics, or any display that is patently offensive to a passerby;
 - (4) is in a location other than the entry door or door frame or extends past the outer edge of the door frame of the owner's or resident's dwelling; or
 - (5) individually or in combination with each other religious item displayed or affixed on the entry door or door frame has a total size of greater than 25 square inches.
- (c) Except as otherwise provided by this section, this section does not authorize an owner or resident to use a material or color for an entry door or door frame of the owner's or resident's dwelling or make an alteration to the entry door or door frame that is not authorized by the restrictive covenants governing the dwelling.
- (d) The Association may remove an item displayed in violation of a restrictive covenant permitted by this section.

ARTICLE VIII.
OFFICERS AND THEIR DUTIES

Section 1. Enumeration of Officers. The officers of this Association shall be a president and vice-president, who shall at all times be members of the Board of Directors, a secretary, and a treasurer, and such other officers as the Board may, from time-to-time, by resolution create.

Section 2. Election of Officers. The election of officers shall take place at the first meeting of the Board of Directors following each annual meeting of the members.

Section 3. Term. The officers of this Association shall be elected annually by the Board and each shall hold office for one (1) year, unless he/she shall sooner resign, or shall be removed, or otherwise disqualified to serve.

Section 4. Special Appointments. The Board may elect such other officers or agents as the affairs of the Association may require, each of whom shall hold office for such period, have such authority, and perform such duties as the Board may, from time-to-time, determine.

Section 5. Resignation and Removal. Any officer maybe removed from office with or without cause by the Board. Any officer may resign at any time giving written notice to the Board, the president or secretary. Such resignation shall take effect on the date of receipt of such notice at any later time specified therein, and unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make if effective.

Section 6. Vacancies. A vacancy in any office may be filled by appointment by the Board. The officer appointed to such vacancy shall serve for the remainder of the term of the officer he/she replaces.

Section 7. Multiple Offices. The offices of secretary and treasurer may be held by the same person. No person shall simultaneously hold more than one of any of the other offices except in the case of special offices created pursuant to Section 4. of this Article.

Section 8. Duties. The duties of the officers are as follows:

- (a) President. The president shall preside at all meetings of the Board of Directors; shall see that orders and resolutions of the Board are carried out; shall sign all leases, mortgages, deeds, and other written instruments, and shall co-sign all promissory notes;
- (b) Vice-President. The vice-president shall act in the place and stead of the president in the event of his/her absence, inability or refusal to act, and shall exercise and discharge such other duties as may be required of him/her by the Board;
- (c) Secretary. The secretary shall record the votes and keep the minutes of all meetings and proceedings of the Board and of the members; keep the corporate

seal of the Association and affix it on all papers requiring said seal; serve notice of meetings of the Board and of the members; keep appropriate current records showing the members of the Association, together with their addresses, and shall perform such other duties as required by the Board;

- (d) Treasurer. The treasurer shall receive and deposit in appropriate bank accounts all monies of the Association, and shall disburse such funds as directed by resolution of the Board of Directors; shall sign all checks, and co-sign all promissory notes of the Association; keep proper books of account; cause an annual statement of the Association books, which may be audited or unaudited as the Board of Members may determine to be made by a certified public accountant at the completion of each fiscal year; and shall prepare an annual budget and a statement of income and expenditures to be presented to the membership at its regular meeting, and deliver a copy of each to the members. The day-to-day responsibility to be delegated to an outside bookkeeping service subject to the approval of the Board of Directors.

ARTICLE IX. COMMITTEES

The Board of Directors shall also serve as the Architectural Control Committee, as provided in the Restrictions. In addition, the Board of Directors shall appoint other committees as deemed appropriate in carrying out its purpose.

ARTICLE X. BOOKS AND RECORDS

Section 1. The Association shall make the books and records of the Association, including financial records, open to and reasonably available for examination by an owner, or a person designated in a writing signed by the owner as the owner's agent, attorney, or certified public accountant. An owner is entitled to obtain from the Association copies of information contained in the books and records.

Section 2. Except as otherwise hereafter provided in this Article X, an attorney's files and records relating to the Association, excluding invoices requested by an owner, are not records of the Association and are not subject to inspection by the owner or production in a legal proceeding. If a document in an attorney's files and records relating to the Association would be responsive to a legally authorized request to inspect or copy Association documents, the document shall be produced by using a copy from the attorney's files and records if the association has not maintained a separate copy of the document. This section does not require production of a document that constitutes attorney work product or that is privileged as an attorney-client communication.

Section 3. An owner or the owner's authorized representative described in Section 1. must submit a written request for access or information by certified mail, with sufficient detail describing the Association's books and records requested, to the mailing address of the Association or its authorized representative as reflect on the most current Management Certificate of the Association filed of public record. The request must contain an election to either inspect the books and records before obtaining copies, or to have the Association forward copies of the requested books and records, and:

- (a) if an inspection is requested, the Association, on or before the tenth (10th) business day after the Association receives the request, shall send written notice of dates during normal business hours that the owner may inspect the requested books and records to the extent such books and records are in the possession, custody, or control of the Association; or
- (b) if copies of the identified books and records are requested, the Association shall, to the extent those books and records are in the possession, custody, or control of the Association, produce the requested books and records for the requesting party on or before the tenth (10th) business day after the date the Association received request; or
- (c) state a date by which the information will be available to the requesting party, which date shall not be later than the fifteenth (15th) business day after the date notice under this subsection is given;
- (d) if an inspection is requested or required, the inspection shall take place a mutually agreed time during normal business hours, and the requesting party shall identify the books and records for the Association to copy and forward to the requesting party;
- (e) The Association may produce books and records requested under this section in hard copy, electronic, or other format reasonably available to the Association;
- (f) The Association may charge an owner requesting copies of the Association's books and records a cost for providing the same (which is the same cost made by the State of Texas, pursuant to Title 1, Section 70.3, Texas Administrative Code) which shall be:
 - (1) Diskette - \$1.00;
 - (2) Magnetic tape - actual cost;
 - (3) Data cartridge - actual cost;
 - (4) Tape cartridge - actual cost;
 - (5) Rewritable CD (CD-RW) - \$1.00;
 - (6) Non-rewritable CD (CD-R) - \$1.00;

- (7) Digital video disc (DVD) - \$3.00;
 - (8) JAZ drive - actual cost;
 - (9) Other electronic media - actual cost;
 - (10) VHS video cassette - \$2.50;
 - (11) Audio cassette - \$1.00;
 - (12) Oversized paper copy (e.g.: 11 inches by 17 inches, greenbar, bluebar, not including maps and photographs using speciality paper [*see also §70.9 of this title*]) - \$.50; and
 - (13) Specialty paper (e.g.: Mylar, blueprint, blueline, map, photographic) - actual cost.
- (g) The Association may charge an owner \$15.00 per hour for the compilation, production, or reproduction of information requested by the owner. The Association may require an advance payment of the estimated costs of compilation, production and reproduction of the requested information. If the estimated costs are lesser or greater than the actual costs, the Association shall submit a final invoice to the owner on or before the thirtieth (30th) business day after the date the information is delivered. If the final invoice includes additional amounts due from the owner, the additional amounts, if not reimbursed to the Association before the thirtieth (30th) business day after the date the invoice is sent to the owner, may be added to the owner's account as an assessment. If the estimated costs exceed the final invoice amount, the owner is entitled to a refund, which shall be issued to the owner not later than the thirtieth (30th) business day after the date the invoice is sent to the owner.
- (h) The Association must use estimated costs using the amounts prescribed by Subsection (f) above.
- (i) Except as provided below, and to the extent the information is provided in meeting minutes, the Association is not required to release or allow inspection of any books or records that identify the violation of any dedicatory instrument violation history of an individual owner of the Association, an owner's personal financial information, including records of payment or nonpayment of amounts due the Association, an owner's contact information, other than the owner's address. Information may be released in an aggregate or summary manner that would not identify an individual property owner.
- (j) The books and records described by shall be released or made available for inspection if:
- (1) the express written approve of the owner whose records are the subject of the

- request for inspection is provided to the Association; or
- (2) a court orders the release of the books and records, or orders that the books and records be made available for inspection.
- (k) Since the Association is composed of more than fourteen (14) lots, it hereby adopts, and shall comply with, a document retention policy that requires:
- (1) certificates of formation, bylaws, restrictive covenants, and all amendments to such documents be retained permanently;
 - (2) financial books and records shall be retained for seven (7) years;
 - (3) account records of current owners shall be retained for five (5) years;
 - (4) contracts with a term of one (1) year or more shall be retained for four (4) years after the expiration of the contract term;
 - (5) minutes of meetings of the Owners and the Board shall be retained for seven (7) years; and
 - (6) tax returns and audit records shall be retained for seven (7) years.
- (l) A member of the Association who is denied access to or copies of Association books or records to which the member is entitled may file a petition with the justice of the peace of a precinct in which all or part of the property that is governed by the Association is located requesting relief in accordance with this Section. If the justice of the peace finds that the member is entitled to access to or copies of the records, the justice of the peace may grant one or more of the following remedies:
- (1) a judgment ordering the Association to release or allow access to the books or records;
 - (2) a judgment against the Association for court costs and attorney's fees incurred in connection with seeking a remedy under this Subsection; or
 - (3) a judgment authorizing the owner or the owner's assignee to deduct the amounts awarded under Subsection (2) from any future regular or special assessments payable to the Association.
- (m) If the Association prevails in an action, the Association is entitled to a judgment for court costs and attorney's fees incurred by the Association in connection with the action.
- (n) On or before the tenth (10th) business day before the date an owner brings an action against the Association, the owner must send written notice to the Association of the owner's intent to bring the action. The notice must:
- (1) be sent by certified mail, return receipt requested to the mailing address of

the Association or its authorized representative as reflected on the most current Management Certificate filed, as provided by law;

- (2) describe with sufficient detail the books and records being requested; and
- (3) for purposes of this Section, “business day” means a day other than Saturday, Sunday, or a state or federal holiday.

ARTICLE XI. ASSESSMENTS

Section 1. Obligation. As more fully provided in the Restrictions, each member is obligated to pay to the Association annual and special assessments.

Section 2. Delinquency. Any assessments which are not paid when due shall be delinquent.

Section 3. Penalty. If the assessment is not paid within thirty (30) days after the due date, a delinquency charge of \$20.00 shall be assessed to the member, and the assessment shall bear interest from the date of delinquency at the rate of ten percent (10%) per annum.

Section 4. Extension. The Board shall have the right to extend the due date of payment upon the written request of the member due to hardship, or begin action under law against the member personally obligated.

Section 5. Costs. Any interest, delinquency charge, cost, and reasonable attorney’s fees of any such action shall be added to the amount of such assessment.

Section 6. Liability. No owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Area Landscaping or abandonment of his/her lot.

ARTICLE XII. AMENDMENTS

Section 1. These Bylaws may be amended at a regular or special meeting of the members, by a vote of seventy percent (70%) of members present in person or by proxy.

Section 2. In the case of any conflicts between the Articles of Incorporation and these Bylaws, the Articles shall control; and in the case of any conflict between the Restrictions and these Bylaws, the Restrictions shall control.

ARTICLE XIII.
MISCELLANEOUS

Any assessment will be subordinate and inferior to a recorded Deed of Trust, provided the Deed of Trust was filed of record before the filing of “a notice of delinquent assessments.”

The fiscal year of the Association shall begin on the 1st day of January and end on the 31st day of December of every year, except that the first fiscal year shall begin on the date of incorporation.