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MARY LOUISE NICHOLSON
COUNTY CLERK

THIRD AMENDMENT TO THE BYLAWS OF THE HOMEOWNERS OF BRIDLEWOOD ESTATES, AN ADDITION TO THE CITY OF COLLEYVILLE, TARRANT COUNTY, TEXAS

THE STATE OF TEXAS

COUNTY OF TARRANT

WHEREAS, Sandlin Properties, Inc., a Texas corporation, purchased real property from the Resolution Trust Corporation in August of 1993 by Special Warranty Deed recorded in Volume 11213, Page 268 of the Official Public Records of Tarrant County, Texas ("OPRTCT"); and

WHEREAS, attached to said Special Warranty Deed and incorporated therein was an Agreed Judgment with certain exhibits which included Articles of Incorporation which, among other things, created the "Homeowners of Bridlewood Estates" ("Association"), "Bylaws of Homeowners of Bridlewood Estates" ("Original Bylaws"), and the "Declaration of Restrictions, Covenants, and Conditions of Bridlewood Estates" ("Declaration"); and

WHEREAS, the aforementioned real property is platted as the Bridlewood Estates, an Addition to the City of Colleyville, Tarrant County, Texas, according to the plat recorded in Cabinet A, Slide 1780 of the Plat Records, Tarrant County, Texas; and

WHEREAS, the Original Bylaws have been amended thereafter from time to time by the "Amendment of By-Laws" recorded as Document Number D202170146 ("First Amendment"), "Amendments to the By-Laws of Bridlewood Estates, an Addition to the City of Colleyville, Tarrant County, Texas" recorded as Document Number D218119996 as corrected by the Affidavit recorded as Document Number D218194099 (collectively, "Second Amendment"); and

WHEREAS, portions of the Second Amendment no longer conform with applicable law due to statutory changes; and

WHEREAS, the Board of Directors ("Board") of the Association did call an Annual Meeting of Members on behalf of the Association that occurred on April 3, 2024 for, among other things, the purpose of amending the Second Amended, and the Association did provide written notice of the meeting to all Members of the Association as required by the Declaration; and

WHEREAS, the Second Amendment permits the Second Amendment to be amended at a regular or special meeting of the Members by fifty-one percent (51%) of the Members of the Association; and

WHEREAS, at least fifty-one percent (51%) of the Members of the Association were present at the Annual Meeting of Members either in person or by proxy, and upon motion and second, the Members at the Annual Meeting voted unanimously pursuant to authorize the Board to amend the Bylaws, the First Amendment, and the Second Amendment to ensure

compliance with applicable statutes; and

WHEREAS, Third Amendment to the Bylaws of the Homeowners of Bridlewood Estates shall become effective upon its recording in the OPRTCT;

NOW, THEREFORE, the "Amendments to the By-Laws of Bridlewood Estates, an Addition to the City of Colleyville, Tarrant County, Texas" recorded as Document Number D218119996 as corrected by the Affidavit recorded as Document Number D218194099 are amended as follows:

Amendments to the Second Amendment

Pages 2-5 of 25 of the Second Amendment are hereby deleted in their entirety and replaced with the following:

NOW THEREFORE, pursuant to the authority granted to the Board, the Board hereby amends the Bylaws as follows:

Article IV, Sections 5 and 6 are deleted and replaced with the following:

Board Meetings

(a) Definition. A Board meeting means a deliberation between a quorum of the voting directors or between a quorum of the voting directors and another person, during which Association business is considered and the Board takes formal action. A Board meeting 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 regional, state, or national convention, ceremonial event, or press conference, if formal action is not taken and any discussion of Association business is incidental to the social function, convention, ceremonial event, or press conference.

(b) Open Board Meetings. Regular and special Board meetings must be open to the Members, subject to the right of the Board to adjourn a Board meeting and reconvene in closed executive session. Other than telephonic meeting as described herein, all Board meetings must be held in Tarrant County, Texas. Regarding all open meetings, Members other than directors may not participate in any discussion or deliberation unless permission to speak is requested on his or her behalf by a director. In such case, the President may limit the time any Member may speak. The Board may not, without prior notice to Members in an open meeting consider or vote on any of the following issues:

1. Fines;
2. Damage assessments;
3. Initiation of foreclosure actions;

4. Initiation 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 approval;
8. A suspension of a right of a particular Member before the Member has an opportunity to attend a Board meeting to present the Member's position, including any defense, on the issue;
9. Lending or borrowing money;
10. The adoption or amendment of a governing instrument covering the establishment, maintenance, and operation of a residential subdivision including restrictions or similar instruments subjecting property to restrictive covenants, bylaws, or similar instruments governing the administration or operation of the Association, to properly adopted rules and regulations of the Association, and to all lawful amendments to the covenants, bylaws, rules, or regulations;
11. The approval of an annual budget or the approval of an amendment of an annual budget;
12. The sale or purchase of real property;
13. The filling of a vacancy on the board;
14. The construction of capital improvements other than the repair, replacement, or enhancement of existing capital improvements; or
15. The election of an officer the election of an officer.

(c) Executive Session. The Board may close a portion of its meetings for the purpose of discussing actions involving personnel, pending or threatened litigation, contract negotiations, enforcement actions, confidential communications with the Association's attorney, matters involving the invasion of privacy of individual Members, or matters that are to remain confidential by request of the affecting 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 Members, 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) Recess. If the Board recesses to continue the following regular 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 this provision. If the meeting is continued to the next business day, and the Board again continues the meeting to another day, the Board shall give notice of continuation in at least one of the manners described above, within two (2) hours after adjourning the meeting being continued.

(e) Meeting Process. The Board may meet by any method of communication,

including electronic and telephonic means, if:

1. each director may hear and be heard by every other director;
2. except for any portion of the meeting conducted in executive session, all Members in attendance at the Board meeting may hear all Board members and the Members are allowed to listen using any electronic or telephonic communication method used or expected to be used by a Board member to participate; and
3. the notice of the meeting includes instructions for Members to access any communication method.

(f) Meeting Minutes. 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 association's managing agent at the address appearing on the most recently filed management certificate or, if there is not a managing agent, to the Board. Any action taken without notice to the Members must be summarized orally, including estimation of expenditures approved at the meeting, and documented in the Minutes of the next regular/special Board meeting.

(g) Conduct of Meetings. The President, or his/her designee, shall preside over all meetings of the Board, and the Secretary, or his/her designee, shall keep a minute book of meetings of the Board, recording therein all resolutions adopted by the Board and all transactions and proceedings occurring at such meetings.

Notice of Meetings

Notice to the Members of the date, hour, place, and general subject of regular or special Board meetings, including a general description of any matter to be brought up for deliberation in executive session, shall be:

1. mailed to each Member not later than 10th day or earlier than 60th day before the date of the meeting; or

2. provided at least 144 hours before the start of a regular Board meeting, and 72 hours before start of a special Board meeting by:

   (a) posting in conspicuous manner reasonably designed to provide notice to the Members;
   (b) in a place located on the Association's common property, or on Member's property with their consent, or on other conspicuously located property within the subdivision;
   (c) on any internet website maintained by the Association or other internet media.
   (d) sending notice by text message to each member who has registered a cellular telephone number with the Association; and
   (e) sending notice by email to each Member who has registered an email address with the Association.

3. it is the Member's duty to keep an updated cellular telephone number and email address registered with the Association; provided, however, the Association may not require a Member to provide a telephone number and/or email address to the Association for notice purposes.

4. The owner or owners of a lot on the Property shall have one and the same mailing address registered with the Association to be used by the Association for mailing of assessment statements, notices, demands, and all other communications, as required by law, and such registered address shall be the only mailing address of such owner(s) required to be used by the Association.

5. If a Member elects to provide a telephone number and/or email address to the Association for notice purposes, then pursuant to Section 209.0042 of the Texas Property Code the Association shall provide notices to the Members via the following alternative method:

   (a) Any communication not required by law to be sent via first class mail shall be sent through text message to a cellular telephone number or via email to the email address provided by the owner(s) to the Association.

   (b) By providing the Association with a cellular telephone

number capable of accepting text messages, the owner(s) agree(s) any fees associated with the sending or receiving text messages from the Association are strictly the owner(s) responsibility to pay.

(c) Such registered address, cellular telephone number, or email address shall be deemed the only mailing address, cellular telephone number or email address of the owner(s) of the lot unless notice of a different mailing address, cellular telephone number or email address is furnished by such owner(s) to the Board. Such notice of a different registered address, cellular telephone number or email address shall be in written form signed by all owner(s) of the applicable lot or by such person as are authorized by law to represent the interest of such owner(s).

Pages 9 through 13 of 25 and paragraph 9 on page 14 of 25 of the Second Amendment are hereby deleted in their entirety and replaced with the following:

The Bylaws are hereby amended with the addition of Article XV which reads as follows:

ARTICLE XV
COLLECTION POLICY

I. ENFORCEMENT POLICY AND FINING SCHEDULE
(Pursuant to Section 209.0061 of the Texas Property Code Compliant)

The Association is empowered and authorized to enforce the Declaration, the Bylaws, and the Rules and Regulations (the Declaration, Bylaws, and Rules and Regulations are collectively referred to herein as the "Restrictions"), and in order to comply with Sections 209.006, 209.0061, and 209.007 of the Texas Property Code the Association has adopted this Enforcement Policy and Fining Schedule for the enforcement of the Restriction and for the levying of fines (herein as the Association's "Enforcement Policy'').

GENERALLY

The procedures and practices contained in this Enforcement Policy serve as a general outline of the procedures and best practices for the Association to follow for enforcement of the Restrictions. Notwithstanding anything herein, (i) this Enforcement Policy and the procedures and practices herein as well as the fine schedule attached hereto do not apply to the Declarant or to any Lots owned by Declarant, (ii) this Enforcement Policy does not apply to the collection of Regular Assessments or Special Assessments and related expenses and charges related thereto as authorized in the Declaration, (iii) the Association is not required to follow the exact procedures and policies in every enforcement matter unless required to do by Chapter 209 of the Texas Property Code, (iii) the procedures in this Enforcement Policy are not intended to constitute a prerequisite or condition

precedent to the Association pursuing a remedy to enforce the Restrictions against any violation or to obtain any legal relief or remedy except as required by Chapter 209 of the Texas Property Code, and (iv) this Enforcement Policy and the procedure and polices herein do not apply if the Association files suit seeking a temporary restraining order or temporary injunctive relief, files suit to recover money damages, is seeking to recover unpaid Regular Assessments and/or Special Assessments, is pursuing judicial or nonjudicial foreclosure, is pursuing a self-help remedy, in the event the Association temporarily suspends an Owner's right to use the Common Properties based upon a violation that occurred on the Common Properties and involved a significant and immediate risk of harm to another Member, and/or a counterclaim of the Association in a lawsuit brought against the Association by a Member.

Capitalized words and terms in this Enforcement Policy not defined herein shall have the same meaning as in the Declaration.

VIOLATION

A "Violation" under this Policy shall mean any condition, conduct, use, activity, Structure, or improvement, whether through action, lack of action, and/or omission, which does not comply with the Restrictions. A Violation is considered a threat to public health or safety if the Violation could materially affect the physical health or safety of an ordinary Owner. A Violation is considered uncurable if the Violation has occurred but is not a continuous action or condition capable of being remedied by affirmative action. The following are statutory examples of acts considered uncurable and curable:

Uncurable:
(1) shooting fireworks;
(2) an act constituting a threat to health or safety;
(3) a noise violation that is not ongoing;
(4) property damage, including the removal or alteration of landscape; and
(5) holding a event prohibited by the Restrictions.

Curable:
(1) a parking violation;
(2) a maintenance violation;
(3) the failure to construct improvements or modifications in accordance with approved plans and specifications; and
(4) an ongoing noise violation such as a barking dog.

The foregoing are merely examples of curable and uncurable Violations and are not meant to constitute complete or comprehensive lists. The non-repetition of a one-time Violation or other Violation(s) that is not ongoing is not considered an adequate remedy to the Association with respect to the enforcement of such Violation.

NOTICE OF VIOLATION

If the Violation(s) is or are not corrected or eliminated within the time period specified in a courtesy notice, if provided, or if the Board or its management company decides not to send a courtesy notice, the Association will send the Owner of the Lot in question a written notice of the Violation(s) by any method of mailing for which evidence of mailing is provided by the United States Postal Service or a common carrier to the Owner's last known address as shown on the Association's records as well as to any other address the Owner has used or provided to the Association or for which the Association believes to be connected to the Owner (the "Notice of Violation") as provided herein. If the Owner has not previously been given a Notice of Violation for a similar Violation within six (6) months, the Association may suspend an Owner's right to use the Common Properties, file a suit against an Owner (other than a suit to collect a Regular Assessment or Special Assessment, or foreclose under the Association's lien, charge an Owner for property damage, levy a fine for a violation of the Restrictions, or report any delinquency of an Owner to a credit reporting service, the Association or its management company must give written notice to the owner by certified mail. The notice must:

(1) 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 state that the Owner;

(A) is entitled to a reasonable period to cure the Violation and avoid the fine or suspension if the violation is of a curable nature and does not pose a threat to public health or safety;

(B) may request a hearing under Section 209.007 of the Texas Property Code on or before the 30th day after the date the notice was mailed to the Owner; and

(C) may have special rights or relief related to the enforcement action under federal law, including the Servicemembers Civil Relief Act (50 U.S.C. App. Section 501 et seq.), if the Owner is serving on active military duty;

(3) specify the date by which the Owner must cure the violation if the violation is of a curable nature and does not pose a threat to public health or safety;

(4) be sent by any method of mailing for which evidence of mailing is provided by the United States Postal Service or a common carrier to the Owner at the Owner's last known address as shown on the Association records; and

(5) specify a reasonable time period and date to cure the Violation if the Violation is of a curable nature and does not pose a threat to public health or safety.

If the Owner cures the Violation before the expiration of the period for cure described in the Notice of Violation, a fine may not be assessed for the Violation.

Notwithstanding anything herein, a Notice of Violation is not required if the alleged violator received a Notice of Violation relating to a similar Violation within six (6) months of the current Violation and was given a reasonable opportunity to cure the prior Violation, in which case the Board may impose fines as authorized by the Restrictions and/or this Enforcement Policy without notice to the Owner other than a notice of fine. A Notice of Violation is also not required if Chapter 209 of the Texas Property Code does not require it.

An Owner's conduct may violate more than one (1) provision of the Association's governing documents in which case the Association may levy a fine for each category of Violation.

Additionally, upon discovery of a Violation, the Board or Officer of the Association, or its management company, may, prior to sending the Notice of Violation, forward to the Owner of the Lot in question written notice via regular first-class mail or email of the discovery of a Violation(s) as a courtesy giving the Owner a deadline for correction or cure of the Violation(s); provided, however, the Association is not required to do so.

OWNER'S RIGHT TO REQUEST A HEARING

If the Owner is entitled to an opportunity to cure the 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 the Board. However, Owners do not have a right to request a hearing if (i) the Owner is not entitled to an opportunity to cure the violation, (ii) 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, or (iii) the Association temporarily suspends a person's right to use the Common Properties if the temporary suspension is the result of a Violation that occurred in a Common Properties and involved a significant and immediate risk of harm to others in the subdivision. If the Owner is entitled to a hearing and the Owner timely requests such hearing, the Association will hold the hearing not later than the 30th day after the date the Board receives the Owner's written request for a hearing and shall notify the Owner of the date, time, and place of the hearing not later than the 10th day before the date of the hearing. The Board or 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 Association may make an audio recording of the meeting. Not later than ten (10) days before the Association holds a hearing, the Association shall provide to an Owner a packet containing all documents, photographs, and communications relating to the matter the Association intends to introduce at the hearing. If the Association does not provide a packet within the ten (10) day period, the Owner is entitled to an automatic fifteen (15) day postponement of the hearing. During the hearing, a Board member or the Association's designated representative, such a the Association's management company or attorney, shall first present the Association's case against the Owner. The Owner or the Owner's designated representative is entitled to present the Owner's information and issues relevant to the appeal or dispute.

REFERRAL TO LEGAL COUNSEL

Where a Violation is determined or deemed determined to exist and where the Board deems it to be in the best interests of the Association to refer the Violation to legal counsel for appropriate action, the Board may do so at any time. Such legal action may include, without limitation, sending demand letters to the violating Owner, filing a notice of Violation or non-compliance against the Lot in the real property records, seeking injunctive relief against the Owner to correct or otherwise abate the Violation, and/or filing suit to collect fines and/or costs incurred to cure Violations or repair property damage. Attorneys' fees and all costs incurred by the Association in enforcing the Restrictions and administering this Enforcement Policy shall become the personal obligation of

the Owner and shall be a lien upon the Owner's Lot.

CATEGORIES OF VIOLATIONS AND SCHEDULE OF FINES

The Board of Directors has established a list of the general categories of restrictive covenants for which the Association may assess fines for violation of the Restrictions and the schedule of fines for each such category. These categories and schedules are attached hereto as **Exhibit A.** Notwithstanding anything herein, the Board reserves the right to vary the fine amount on a case-by-case basis as permitted by Section 209.0061 of the Texas Property Code depending on the nature and severity of any Violation and the Owner's particular situation.

EXHIBIT A

SCHEDULE OF FINES

Subject to the provisions of this Enforcement Policy and/or the Restrictions, the general categories of Violations and the schedule of fines for those Violations shall be as follows:

Category of Violation	**Initial Fine**	**Additional Fine and Escalation**
Dwelling location, floor area, or material	$10/day	Up to $200 per day
Accessory structure or fence violation	$10/day	Amount doubles every 30 days
Single family residence	$50/day	Amount doubles every 30 days
Animals	$10/day	Amount doubles every 30 days
Noxious or offensive activities	$50/occurrence	Up to $500 per repeated occurrence
Mineral development	$300/day	Amount doubles every 30 days
Vehicles and parking	$20/day	Amount doubles every 30 days
Mailbox violation	$5/day	Amount doubles every 30 days
Landscaping or trash	$100/day	Amount doubles every 30 days
Architectural control committee violation	$50/day	Amount doubles every 30 days
Residential leasing and rental agreements	$300/day	Doubles every 30 days

To the extent not specifically amended herein, the Declaration, the amendments thereto, the Bylaws, the First Amendment, and the Second Amendment remain unaltered and in full force and effect.

We, the undersigned Board of Directors of the Homeowners of Bridlewood Estates, upon our oaths duly sworn do state that all items set forth in these "Third Amendment To The Bylaws Of The Homeowners Of Bridlewood Estates" are true and correct to the best of our knowledge and belief and that on April 3, 2024 at an Annual Meeting called for that purpose not less than 51% of all members of said Homeowners of Bridlewood Estates voted to approve and adopt and authorize the Board to record these Amendments.

Matt France

Don Hooton

Palmer Keith

STATE OF TEXAS §
§
COUNTY OF TARRANT §

This instrument was acknowledged before me on November 19, 2024, by Matt France, Don Hooton, and Palmer Keith, Board of Directors for the Homeowners of Bridlewood Estates. The acknowledging persons personally appeared by physically appearing before me.

DEANNA LEE MOLSBEE
My Notary ID # 124920112
Expires June 24, 2028

Notary Public – State of Texas