

**DECLARATIONS, RESTRICTIVE COVENANTS, BY-LAWS AND
ARTICLES OF INCORPORATION OF BRIDLEWOOD
ESTATES, AN ADDITION TO THE CITY OF COLLEYVILLE,
TEXAS, ACCORDING TO THE PLAT, DOCUMENTS AND
AMENDMENTS FILED WITH THE COUNTY CLERK OF
TARRANT COUNTY, TEXAS**

September 5, 2018

INTRODUCTION

On July 15, 1993 an “Agreed Judgment” was entered in the United States District Court for the Northern District of Texas between the owner of the Addition at that time, Resolution Trust Corp., and the City of Colleyville, the case bearing No. 3:92-CV-0587X, which contained as attachments the original Declarations, Restrictive Covenants, By-Laws and Articles of Incorporation affecting the Addition. In August of 1993 Sandlin Properties, Inc. purchased the Addition and filed a Special Warranty Deed recorded in Book 11213 Pages 268-319 with the Tarrant County Clerk incorporating all those documents by reference and inclusion.

Subsequent Amendments filed of record which added to, clarified, or deleted various Restrictive Covenants and By-Laws include a filing by Sandlin Properties on June 23, 1994 and recorded in Book 11631 Pages 355-357 with the Tarrant County Clerk, an additional Amendment filed by the HOA on February 23, 2005 as Document No. D205050484. The members approved a three page Amendment to the By-Laws on June 11, 2002. Significant Amendments to the Covenants and the By-Laws were approved by the members at the Annual Meeting on April 19, 2018 which were filed with the County Clerk on June 4, 2018 and recorded as Documents No. D218119996 and No. D218119997.

These changes have been incorporated into this document in order to allow the members of the Association to comprehend the Covenants and By-Laws as currently approved but do not necessarily correspond to the sections or article numbers as adopted, amended and/or filed. Also attached is a copy of the Articles of Incorporation for the Association which was included in the “Agreed Judgment” in the federal law suit entered June 15, 1993.

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RESTRICTIVE COVENANTS

DESCRIPTION OF PROPERTY

The land to which these Restrictions apply is described as follows: Situated in Tarrant County, Texas, and being ALL LOTS AND ALL BLOCKS, BRIDLEWOOD ESTATES, an Addition to the City of Colleyville, Tarrant County, Texas, according to the plat thereof recorded in Cabinet A, Slide 1780, Plat Records, Tarrant County, Texas.

Each of the specifically numbered lots shown upon the above described recorded residential subdivision (as distinguished from such land, if any, within the limits of such subdivision which is not specifically platted and numbered as Lots) shall be impressed with the following restrictions, covenants and conditions for the purpose of carrying out a general plan of development and maintenance of the premises:

- a. The Declaration of Restrictions, Covenants and Conditions of Bridlewood Estates as well as the Articles of Incorporation, Bylaws and Homeowners Association of Bridlewood Estates specifically exclude and exempt Lot 8, Block 1, Lot 20, Block 6, and "Out Lot A" described in the hereinabove referenced Plat.
- b. It is mandatory that each lot owner will be a member of the Homeowners Association.
- c. ALL dwellings shall be constructed to front on the street on which the lot fronts unless any lot in question fronts on two streets in which case the dwelling constructed on such lot shall front, as the Design Review Committee may approve, on either of the two streets or partially on both.
- d. All dwellings and accessory structures shall be erected and maintained behind the building line shown on the lot, or as otherwise approved by the Design Review Committee. Identical elevations will not be allowed on the same block. All elevations must be approved by the Design Review Committee.
- e. No dwelling or accessory structure shall be erected or maintained nearer than 5 feet from the side line of any lot or as approved otherwise by the Design Review Committee.
- f. The floor area (that enclosed for heating and/or air conditioning) of any Living Unit shall be not less than the following: 2100 square feet for a single story, 2300 square feet for two stories.
- g. All dwellings shall be constructed of stone, masonry, brick, or of a glass building material of the kind usually used for outside walls, to the extent of all at least seventy-five percent (75%) of the area of the outside walls. The second floor of such dwellings may be masonry or such other material as may be approved by the Design Review Committee.
- h. Roofs shall be of shingles of a type now used or otherwise available within the Addition, or be more durable than, and are of equal or superior quality to, the shingles authorized for use with the Addition, and may provide heating and cooling efficiencies greater than those provided by customary composite shingles. Shingles must match the aesthetics of the property within the Addition in accordance with any further requirements of the Board of the Association or the Design Review Committee.
- i. No fence, wall or hedge shall be placed on any lot nearer to the front street than is permitted for said lot; no fence on any lot within the Addition may be higher than eight (8) feet and no approval is required from the Design Review Committee as to the height of any such fence providing it is in compliance with existing municipal ordinances, and no wire or woven fence is permitted on any part of any lot. Should a hedge, shrub, tree, flower or other planting be so placed, or afterwards grown, so as to encroach upon adjoining property, such encroachment shall be removed upon request of the owner of the adjoining property. Walls may be constructed of brick, stone or other materials approved by the Design Review Committee.
- j. All lots shall be used for single-family residential purposes only. No building having a roof and a permanent foundation shall be erected, altered, placed, or permitted to remain on any lot other than one (1) detached

single-family residence per lot, which residence may not exceed two (2) stories in height. Each single-family residential dwelling erected on any lot shall provide garage space for a minimum of two (2) conventional automobiles. All garage doors shall be closed at all times when not in use. Garage structures may face the front property line only if they are constructed a minimum of fifty (50) feet from the front property line. Garages on corner lots may optionally open directly towards and have driveway entrances from the side street, except that no garage or carport shall face and open at less than a 90-degree angle to the side street unless the garage or carport is at least twenty-five (25) feet from the side property line, except as otherwise approved by the Design Review Committee. Carports are not encouraged but may be permitted if, in the reasonable opinion of the Design Review Committee, the exterior surface and appearance will substantially compare with a garage, and if no storage of items would be visible. Any and all proposed garage or carport plans and specifications must be submitted to the Design Review Committee.

- k. Each residence may be occupied by only one family consisting of persons related by blood, adoption, or marriage, or no more than two (2) unrelated persons living together as a single housekeeping unit, together with any household servants. None of the lots shall be subdivided into smaller lots.
- l. No animals, livestock, or poultry of any kind shall be raised, bred, or kept on any lot, except that dogs, cats, or other household pets may be kept provided that they are not bred or maintained for any commercial purpose.
- m. No noxious or offensive act or activity shall be allowed upon any lots, nor shall anything be done thereon which may become an annoyance or a nuisance to the neighborhood.
- n. No sign shall be erected or maintained on any Lot except a "for sale" sign, or a political campaign sign during the continuance of the campaign, which sign shall not exceed fifteen (15) square feet in size, or a sign owned by the Homeowners of Bridlewood Estates, Inc.
- o. No radio, television, ham radio or other aerial antennas shall be allowed unless inside the attic of any building and no such aerial shall be maintained on any lot not containing a dwelling, except as may be approved by the Design Review Committee. Underground utilities are required in BRIDLEWOOD ESTATES. Air conditioning compressors shall not be visible from the front street view of any dwelling, which front street view for the purposes of these Restrictions is the view of a person of ordinary height standing anywhere on the sidewalk in front of the subject dwelling, at any point between the side property lines of the lot. Except as is strictly necessary to acquire a signal, satellite dishes must not be mounted on the front nor on the side of a dwelling or other structure, nor on roof areas in view of the street. Wherever mounted, satellite dishes must be screened from street view.
- p. A lot or any portion of any lot that is exposed to the public view, or to the view from the immediately adjacent lots, must be maintained by the property owner in a neat and orderly fashion.
- q. No lot affected hereby shall be used for the dumping or storage of rubbish, trash, debris, surplus soil, rocks or the like.
- r. 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 or in any lot. No derrick or other structure shall be erected, maintained, or permitted upon any lot.
- s. No outbuilding, shop, trailer, factory-built home, or residence of temporary character shall be permitted, except as provided in this section. For the purposes of these Restrictions, an outbuilding is any roofed or covered structure, whether or not on a permanent foundation, that is not integral to the dwelling and is not part of the approved original construction plans for the dwelling. One and only one such structure is permitted on each lot, provided that the high point of such structure is not more than seventy-two (72) inches above the lowest point of the natural contour of the land directly under the structure, and provided further that it is not visible to the front street view. A tent or other shelter that is erected for a short time for a strictly temporary use is not an outbuilding within the meaning of this Restriction.
- t. Any boat, trailer, recreational vehicle, camper, boat trailer, or similar wheeled vehicle must be stored or parked out of the street and public view, except for temporary parking or storage not to exceed twenty-four (24) hours.

No vehicle of any type may be parked overnight on the streets in BRIDLEWOOD ESTATES for more than three (3) nights in any sixty (60) day period.

- u. Mailboxes shall be constructed of brick to match the residence.
- v. Each lot on which a dwelling unit is constructed shall have landscaping, including, but not limited to, shrubs, flowers, trees, ground cover and grass, and including the planting of shrubs, bushes, or other ornamental plants next to the foundation of a structure and along the entire length of any wall directly facing a street, of sufficient quality, quantity and design to be compatible with landscaping on adjoining lots and the neighborhood setting intended for BRIDLEWOOD ESTATES. Lot owners shall use reasonable efforts to preserve, keep and maintain the landscaping in a healthy and attractive condition. Sprinklers or suitable irrigation and required landscaping are required within one hundred twenty (120) days after the structure is occupied.
- w. Each lot owner shall mow and maintain the landscaping and vegetation of his lot in such a manner as to control weeds, grass and/or other unsightly growth. If after ten (10) days prior written notice an Owner shall fail to (1) control weeds, grass, and/or other unsightly growth; (2) remove trash rubble, building and construction debris; or (3) exercise reasonable care or conduct to prevent or remedy an unclean, untidy, or unsightly condition, the Association shall have the easement, authority, and right to go onto said lot for the purpose of mowing and cleaning said lot, and shall have the authority and right to assess and collect from the lot owner a reasonable fee for mowing and cleaning said lot on each respective occasion of such mowing or cleaning. Each such assessment, together with such interest thereon and costs or collection thereof, shall also be the continuing personal obligation of the person who was the owner of such Lot at the time when the assessment occurred. The lien securing any such assessment shall be subordinate and inferior to the lien of any mortgage or any renewals or extensions thereof existing prior to the assessment date. The lien will accrue thirty (30) days after due date and bear interest as hereafter set forth.
- x. Lot 8, Block 1 is defined as open space for the use and enjoyment of the residents of BRIDLEWOOD ESTATES. Said open spaces shall be maintained by the Homeowners of BRIDLEWOOD ESTATES Homeowners Association. These restrictions do not apply to this lot.

DESIGN REVIEW COMMITTEE

No building shall be erected, placed, or altered on any building plot in this subdivision until a complete set of building plans (which shall clearly indicate all exterior materials) and a plot plan of the location of such building shall have been delivered to the Design Review Committee designed as hereinafter provided, and until such building plan and plot plan shall have been approved in writing by the Design Review Committee as being in conformity and harmony with the external design and location of the existing structures of the subdivision and in compliance with the restrictions herein contained. The plot plan and building plan shall be returned to the owner of the lot after approval of the Design Review Committee and has been appropriately endorsed thereon. The Declarant shall have the authority to appoint the Design Review Committee and to remove without cause any person serving on the Design Review Committee. The Design Review Committee shall consist of not fewer than two (2) nor more than three (3) members, and the Declarant shall also have the authority to fill any vacancies in the Design Review Committee.

The Design Review Committee is authorized to delegate to one or more representatives authority to perform the duties of the Design Review Committee as set forth herein. In the event that the Design Review committee should at any time fail or refuse to appoint a successor Committee, the owners of a majority of the lots included within the subdivision, as determined on a per lot basis, shall have the right to elect or appoint, from time to time, a successor Design Review Committee. In the event the Design Review Committee, or its designated representative, fails to approve or disapprove any building plans, specifications, and plot plans within five (5) working days after the same are submitted

to it, and if all terms contained in these restrictions have been complied with, the Design Review Committee shall be deemed to have approved such plans, specifications, and plot plan. The Design Review Committee shall in no event be liable in damages for any action or failure or refusal to act pursuant to the provisions hereof.

The Design Review committee shall receive no fees or compensation for its services. The initial Design Review Committee shall consist of two (2) or more persons to be appointed by the Developer. The initial Design Review Committee shall be the Design Review committee for all initial dwelling units. The subsequent Design Review Committee shall be determined by the Board of Directors as may be set forth in the By-Laws.

REGULATION OF RESIDENTIAL LEASES OR RENTAL AGREEMENTS

Pursuant to the Sec. 209.016 of the Texas Property code the Association has adopted the following requirements pertaining to residential leases or rental agreements and the ownership of lots within the Addition by companies, individuals, partnerships, corporations, or any other entities engaged in the business of acquiring said lots and not actually occupying or residing upon said properties, to-wit.

1. No lots in the Addition may be owned by any person or entity described in the above paragraph.
2. Only ten per cent (10%) of the lots in the Addition may be subject to a leasing or rental agreement or may be occupied by a lessee or renter at any one particular time excluding temporary seller or buyer leaseback in an active real estate transaction to sell or purchase the subject property.
3. No member may enter into a leasing agreement or rental agreement for a period less than twelve (12) months duration. It being the express intent of the membership that short term leasing or rental is prohibited, subject only to Paragraph 2 above.
4. No member of the Association may enter into a leasing or rental agreement on real property within the Addition until and unless that member has occupied and resided on that lot for a continuous period of not less than twelve (12) months.
5. The Board of Directors of the Association may exercise discretion in allowing any modification of the requirements of Paragraph 4 above if the member can demonstrate that full compliance would create an extreme hardship.
6. Any member of the Association who has entered into any such sale agreement or contract with any entity or individual described in the first paragraph of this Regulation or entered into any leasing or rental agreement as to any lot in the Addition shall advise the Board within five (5) days of entering into same and shall submit to the Board the full and complete name of the lessor, renter or purchaser, the sales price if it is being sold, the amount of any lease charge and/or rental, and the time period covered by the terms of the lease. The Board shall have the power to levy an assessment as it deems necessary to enforce this Regulation. The Board shall have the authority to avail itself of all legal means necessary to enforce all provisions of this Regulation to protect the integrity of the Addition.

ASSESSMENT LIEN AND FORECLOSURE

- (a) All sums assessed in any manner set forth in these Declarations, Restrictions, Conditions or By-Laws of the Addition but unpaid shall, together with interest and the cost of collection, including attorneys' fees, which stipulate or establish a continuing lien and charge on the lot covered by such assessment, shall bind such lot in the hands of the owner, and his heirs, devisees, personal representatives and assigns. Declarant/owner hereby reserves, grants and assigns to the Association, without recourse, a vendor's lien and a contractual lien against

- each lot or portion thereof located on the property to secure the payment of all assessments authorized under this Declaration. This personal obligation shall not pass to successors in title unless expressly assumed by them.
- (b) Any Assessment not paid within thirty (30) days after the due date shall bear interest from the due date at the lesser of (1) eighteen percent (18%) or (2) the maximum non-usurious rate of interest. No Owner may waive or otherwise escape liability for the assessments provided for in this Declaration by reason of non-use or abandonment.
 - (c) Declarant hereby expressly reserves and grants to the Association and its agents the right and power to bring all actions against all members of the Association personally for the collection of such assessments and other sums as a debt and to enforce the aforesaid liens by all methods available for the enforcement of such liens, including a judicial foreclosure or non-judicial foreclosure.
 - (d) By acceptance of title to any lot, each owner (and member of the Association) shall be deemed to have expressly ratified the grant of such right and power, including, without limitation, the right of private power of sale in connection with such liens. All remedies provided herein shall be cumulative and not exclusive.
 - (e) The aforesaid lien to secure assessments shall be superior to all other liens and charges against any lot located within the Property, except only for tax liens and any sums unpaid on a first mortgage lien or first deed of trust lien properly filed of record. The Association shall have the power to subordinate the aforesaid assessment lien to any other lien. Such power shall be entirely discretionary with the Association.
 - (f) To evidence the aforesaid assessment lien, the Association shall prepare a written notice of assessment lien setting forth the amount of the unpaid indebtedness, the name of the owner of the lot covered by such lien and a description of the lot or portion thereof covered by the lien. Such notice shall be signed by one of the officers of the Association and shall be recorded in the office of the County Clerk of Tarrant County, Texas. If required by law, the Association shall also give notice and an opportunity to cure the delinquency to any holder of a lien that is inferior or subordinate to the Association's lien, pursuant to Section 209.0091 of the Texas Property Code, or its successor statute.
 - (g) Such lien for payment of assessments shall attach with the priority set forth above from the date that such payment becomes delinquent as set forth in Section 3.7 hereof and may be enforced by the foreclosure of the defaulting owner's lot by the Association. In any foreclosure proceeding, whether judicial or non-judicial, the owner shall be required to pay the costs, expenses and reasonable attorneys' fees incurred.
 - (h) In the event the Association has determined to foreclose its lien provided herein, and to exercise the power of sale hereby granted, such foreclosure shall be accomplished pursuant to the requirements of Section 209.0092 of the Texas Property Code by first obtaining a court order in an application for expedited foreclosure under the rules adopted by the Supreme Court of Texas. Notwithstanding anything contained herein to the contrary, in the event that the laws of the State of Texas are changed to no longer require a court order in an application for expedited foreclosure, the Association may pursue foreclosure of its lien via any method established herein, including but not limited to non-judicial foreclosure, as may be permitted by the then-current law, without the necessity of amending this Declaration.
 - (i) At any foreclosure proceeding, any person or entity, including but not limited to the Declarant, Association or any Owner, shall have the right to bid on the lot or portion thereof subject to sale at foreclosure or other legal sale and to acquire, hold, lease, mortgage, convey or otherwise deal with the same.
 - (j) During the period such foreclosed lot is owned by the Association following foreclosure, (1) no right to vote shall be exercised on its behalf; and, (2) no Assessment shall be levied on it. Out of the proceeds of such sale, there shall be paid all expenses incurred by the Association in connection with such default, including attorneys' fees and trustee's fees; second, from such proceeds there shall be paid to the Association an amount equal to the amount of Assessments in default inclusive of interest, late charges and attorneys' fees; and, third, the remaining balance, if any, shall be paid to such Owner. Following any such foreclosure, each Occupant of any such lot foreclosed on and each Occupant of any improvements thereon shall be deemed to be a tenant-at-sufferance and may be removed from possession by any lawful means.

- (k) Upon the written request of any mortgagee holding a lien on any lot located on any part of the Property, the Association shall report to said mortgagee any unpaid assessments remaining unpaid for longer than thirty (30) days after the same are due.

GENERAL PROVISIONS

The restrictions, covenants, and conditions of this Declaration shall run with and bind the land, and shall inure to the benefit of and be enforceable by the Association or the Owner of any land subject to the Declaration, their respective legal representatives, heirs, successors, and assigns for a term of twenty-five (25) years from the date this Declaration is recorded, after which time said covenants shall be automatically extended for successive periods of ten (10) years unless the then Owners of fifty-one percent (51%) of the Lots or Living Units have agreed to changes and an instrument has been recorded, reflecting the changes to said restrictions, covenants, and conditions in whole or in part.

BY-LAWS
OF
HOMEOWNERS OF BRIDLEWOOD ESTATES

ARTICLE I
NAME AND LOCATION

The name of the corporation is HOMEOWNERS OF BRIDLEWOOD ESTATES hereinafter referred to as the "Association".

The principal office of the corporation shall be located at the address of the registered agent of the Association, 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 hereinafter referred to as "the Board".

ARTICLE II
DEFINITIONS

Section 1. "Association" shall mean and refer to HOMEOWNERS OF BRIDLEWOOD ESTATES, its successors and assigns.

Section 2. "Properties" shall mean and refer to that certain real property described in the subdivision plat for BRIDLEWOOD ESTATES, an Addition to the City of Colleyville, Tarrant County, Texas according to plat recorded in Cabinet A, Slide 1780, Flat Records, Tarrant county, Texas.

Section 3. "Lot" shall mean any numbered plat of land shown upon any recorded subdivision plat of the Properties.

Section 4. "Owner" shall mean the record owner of fee simple title to any Lot situated upon the Properties.

Section 5. "Declarant" shall mean and refer to HOMEOWNERS OF BRIDLEWOOD ESTATES, a Texas corporation, its successors and assigns.

Section 6. "Restrictions" shall mean and refer to the Restrictions applicable to the Properties recorded in the office of the Clerk and Recorder of Tarrant County, Texas, as amended from time to time.

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. "Other words and terms" used herein shall be construed according to the definitions of the same which are set forth in the Restrictions.

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 April 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. 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 a 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. 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 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 safety;
5. Increases in assessments;
6. Levying of special assessments;
7. Appeals from a denial of design 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.

(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, without prior notice to Members if:

1. Each director may hear and be heard by every other director; or
2. The Board may take action by unanimous written consent to consider routine and administrative matters or reasonable unforeseen emergency or urgent necessity that requires immediate action by the Board

(f) Meeting Minutes. 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.

Section 3. 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 the 10th day or earlier than the 60th day before the date of the meeting/
or
2. provided at least 72 hours before start of the meeting by:
 - (a) posting in conspicuous manner reasonable 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 other 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 with 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.
4. (a) 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.
 - (b) 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.
 - (c) By providing the Association with a cellular telephone number capable of accepting text messages, the owner(s) agree any fees associated with the sending or receiving of text messages from the Association are strictly the owner(s) responsibility to pay.
 - (d) 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).

ARTICLE IV

BOARD OF DIRECTORS: SELECTION: TERM OF OFFICE

Section 1. Number. The affairs of this Association shall be managed by a Board of five (5) directors, who shall be members of the Association.

Section 2. 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. 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 3. Contested Elections. Election to the Board of Directors in an election where one or more positions are contested shall be by secret written ballot at the Annual Meeting of the members, or by proxy, or by a signed ballot attached to a cell phone text or as an email attachment, which numbers and names shall have been previously provided to and on file with the Association for that purpose.

Section 4. 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 appoint not to exceed five (5) in number.

Section 5. Term of Office. The election of officers shall be at the Annual Meeting of the Association. The term of office of an elected member of the Board of Directors shall be two years, beginning at the close of the members meeting at which the election is held and ending upon the qualification of the member's successor.

Section 6. Resignation and Removal. Any officer may resign at any time giving written notice to the Board. Any resignation shall take effect on the date of the receipt of such notice or at any later time specified therein, and unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective. Any officer may be removed from office with or without cause by the Board. Any officer may be removed if the removal request is made by 51% of the members of the Association. Such removal shall be effective immediately upon presentation of the signatures of the 51% being verified by the President or Secretary of the Board.

Section 7. 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 replaces.

Section 8. 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.

Section 9. 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 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 annual meeting, and deliver a copy of each to the members. The day to day responsibilities may be delegated to any outside bookkeeping service subject to the approval of the Board of Directors.

Section 10. The Board may also:

- (a) 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.
- (b) Employ a manager, an independent contractor, or such other employees as they deem necessary, and to prescribe their duties.
- (c) The Board of Directors shall also select not less than three (3) of its members to serve as the Design Review 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 V

POWERS AND DUTIES OF THE BOARD

The Board shall have all powers and duties necessary for the administration of the affairs of the Association and for the operation and maintenance of the Common Property. The Board may do all such acts and things except as by law, these Bylaws or the Declaration may not be delegated to the Board. Such powers and duties of the Board shall include, but shall not be limited to, the following, all of which shall be done for and on behalf of the members:

- (a) To establish such reasonable Rules and Regulations as may be necessary for the operation and use of the Common Property and/or the rights of and uses by owners with respect to the Sideyard Easement (as defined in the Declaration) with the right to amend such Rules and Regulations from time to time. A copy of such Rules and Regulations shall be delivered or mailed to each member promptly upon the adoption thereof.
- (b) To construct, reconstruct, manage, maintain and keep in good order, condition and repair all of the Common Property and all property owned or leased by the Association.
- (c) To prepare an annual budget for the operation of the Common Property and the Association as provided in the Declaration.
- (d) To determine the amount of assessments payable by the members to meet the expenses of operating the Common Property and to allocate and assess such amounts among the members according to the Declaration and these Bylaws; to decrease or increase the amount of the annual assessments; and to levy and collect special assessments whenever, in the opinion of the Board, it is

- necessary to do so in order to meet increased operating or maintenance expenses or costs, additional capital expenses, because of emergencies or for any other permitted purpose.
- (e) To collect delinquent assessments by suit or otherwise and to enforce compliance with the provisions of the Declaration, these Bylaws and the Rules and Regulations applicable to the Common Property by appropriate means, including, without limitation, the expenditure of funds of the Association, the employment of attorneys and the commencement and prosecution of lawsuits. To provide for and collect interest on delinquent assessments at a rate (not to exceed the maximum rate allowed by law) set by the Board from time to time or authorized by the Declaration. The Board shall give each member notice of the rate of interest from time to time set by the Board. No late fee on an assessment may be levied for more than twenty-five (25) dollars per day. To levy and collect reasonable fines against members for violations of the provisions of these Bylaws and the Rules and Regulations applicable to the Common Property. No fine may be levied for more than Twenty Five Dollars (\$25.00) for any one violation; provided, each day a violation continues after notice is given to the member shall be a separate violation. If a member makes a written request to the Board for a hearing, the fining shall be suspended until the hearing is held. Fines shall be deemed special assessments and may be collected as such by the Association.
 - (f) To enter into contracts within the scope of its duties and powers.
 - (g) To establish a bank account or accounts for the common treasury and for all separate funds which are required or may be deemed advisable by the Board.
 - (h) To keep and maintain full and accurate books and records showing all of the receipts, expenses and disbursements of the Association in accordance with generally accepted accounting principles, consistently applied, and to permit examination of such books and records (not more often than quarterly) by each of the members, any mortgagee of a lot and insurers of improvements on a lot at convenient hours on working days as set by the Board and announced for general knowledge. At the request of the President of the Association or a Majority, fifty-one per cent (51%), of the members of the Association, the Board shall cause a complete audit of the books and accounts of the Association, at the expense of the Association, by an outside certified or public accountant.
 - (i) To prepare and deliver annually to each member a statement showing receipts, expenses and disbursements of the Association since the last such statement.
 - (j) To designate, hire and dismiss the personnel necessary for the maintenance and operation of the Common Property, and, where appropriate, provide for the compensation of such personnel and for the purchase of equipment, supplies and materials to be used by such personnel in the performance of their duties, which supplies, equipment and materials shall be deemed part of the Common Property.
 - (k) To pay all charges for utilities or other services supplied to the Common Property.
 - (l) To prepare and file any necessary tax returns for the Association.
 - (m) To administer and enforce the provisions of the Declaration and all supplements and amendments thereto relating to the Common Property, or the sideyard easements, or the use of any lot, or the Property.
 - (n) Supervise all officers, agents and employees of the Association, and to see that their duties are properly performed.
 - (o) 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.
 - (p) Send written notice of each assessment to every Owner subject thereto at least thirty (30) days in advance of each annual assessment period.

- (q) 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).
- (r) Cause to be maintained the Common Area Landscaping and Designated Public Properties to the extent provided in the recorded Covenants for the Properties. Areas to be maintained will include, but not be limited to, the following:
 - (1) The brick wall along Brown Trail on the east side of sub-division and Cheek Sparger Road on the south side of sub-division
 - (2) Decorative landscaping (trees, shrubs, grass, berms) situated along the brick wall and brick columns with wood fencing. Said landscaping will be along Brown Trail and south side of sub-division, shown on the final plat of BRIDLEWOOD ESTATES.
 - (3) Open space area as shown on the final plat of BRIDLEWOOD ESTATES.
- (s) Promote beautification of BRIDLEWOOD ESTATES, 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 areas upon acceptance, and identify deed restriction violations and be responsible to take action to clear said restriction violations.
- (t) Monitor and support or oppose community issues which could affect the stability of property value, beauty and safety of BRIDLEWOOD ESTATES; interact with city maintenance, fire, and police departments to ensure services of significant interest to BRIDLEWOOD ESTATES are fairly distributed to BRIDLEWOOD ESTATES and stay informed on the current issues that are being considered by the City Council.

ARTICLE VI

DOCUMENT RETENTION POLICY

WHEREAS, the Board has determined that it is in the best interest of the Association to establish this Policy concerning the retention of records of the Association.

NOW, THEREFORE, BE IT RESOLVED THAT the Association does hereby adopt this Documentation Retention Policy which shall run with the land and be binding on all owners and lots within the subdivision. This Policy shall become effective upon recording of same. After the effective date, this Policy shall replace any previously recorded or implemented policy that addresses the subjects contained herein.

This Policy provides for the future systematic review, retention and destruction of documents received or created by the Association in connection with the transaction of the Association's business. This Policy covers all records and documents, regardless of physical form, and contains guidelines for how long certain documents should be kept and how records should be destroyed.

The Association retains specific documents for the time periods outlined in the attached Exhibit A. Documents that may not be specifically listed will be retained for the time period of the documents most closely related to those listed in the schedule. Electronic documents will be retained as if they were paper documents. Therefore, any electronic files that fall into one of the document types on the attached Exhibit A will be maintained for the identified time period.

The Custodian of Records of the Association is responsible for the ongoing process of identifying the Association's records which have met the required retention period and overseeing their destruction. Destruction of any physical documents will be accomplished by shredding. Destruction of any electronic records of the Association shall be made via a reasonable attempt to remove the electronic records from all known electronic locations and/or repositories.

EXHIBIT "A"

DOCUMENT RETENTION POLICY

DOCUMENT TYPE	DEFINED	TIME PERIOD	EXCEPTION
Account Records of Current Owners	Member assessment records	Permanently	
Audit Records	Independent Audit Records	Permanently	
Bylaws	And all amendments	Permanently	
Certificate of Formation	And all amendments	Permanently	
Contracts	Final contracts between the Association and another entity	Permanently	
Financial Books & Records	Year end Financial Records and supporting documents	Permanently	
Minutes of Board & Owners Meetings	Board Minutes and written consents in lieu of a meeting; Annual member meetings	Permanently	
Restrictive Covenants	And all amendments	Permanently	
Tax Returns	Federal and State Income, Franchise Tax Returns and supporting documentation	Permanently	

ARTICLE VII

ACCESS, PRODUCTION AND COPYING POLICY

Section 1. ACCESS

The books and records of the Association, including financial records, shall be open to and reasonably available for examination by an owner or a person designated in 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. An owner, or the owner's authorized representative, must submit a written request for access or information by certified mail, with sufficient detail describing the books and records requested, to the mailing address of the Association as reflected on the most current management certificate. The request must contain an election either to inspect the books and records before obtaining copies or to have the Association forward copies of the requested books and records.

An attorney's files and records relating to the Association, excluding invoices requested by an owner under Section 209.008(d) of the Texas Property Code 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 the copy from the attorney's files and records if the Association has not maintained a separate copy of the document. Any document that constitutes attorney work product or that is privileged as an attorney-client privileged communication is not required to be produced.

The Association is not required to release or allow inspection of any books or records that identify the dedicatory instrument violation history of an owner, an owner's personal financial information, including records of payment/nonpayment of amounts due the Association, an owner's contact information other than the owner's address, or information related to an employee of the Association including personnel files. Information may be released in an aggregate or summary manner that would not identify an individual owner. These records may be made available only with (i) the express written approval of the owner whose records are the subject of the request or (ii) if a court of competent jurisdiction orders the release of the records.

If inspection is requested, the Association on or before the tenth (10th) business day shall send written notice of dates during normal business hours that the owner may inspect the requested records to the extent the records are in the possession or control of the Association. The inspection shall take place at a mutually agreed-upon time during normal business hours.

If copies are requested, the Association shall produce the requested records for the owner on or before the tenth (10th) business day after the date the Association receives the request except as otherwise provided herein. The Association may produce the requested records in hard copy, electronic or other format reasonably available to the Association.

If the Association is unable to produce the records on or before the tenth (10th) business day, the Association shall give the owner notice that it is unable to produce the records within ten (10) business days and state a date by which the information will be sent or made available for inspection on a date not more than fifteen (15) business days after the date the notice is given.

Notwithstanding anything contained herein to the contrary, all records shall be produced subject to the terms of this Policy as set out below. The Association may require advance payment of estimated costs per its adopted policy.

Section 2. CUSTODIAN OF RECORDS

The Secretary of the Board or other person designated by the Board is the designated Custodian of the Records of Association. As such, the Secretary of the Board is responsible for overseeing compliance with this Policy. Any questions regarding this Policy shall be directed to the Custodian of the Records of the Association.

Section 3. PROCEDURES FOR RESPONDING TO REQUEST FOR INFORMATION

All requests for information must comply with the requirements set forth herein above. The dated and signed written request must state the specific information being requested.

Requests for information will NOT be approved when the information regards pending legal issues unless specifically required by law, information of personnel matters such as individual salaries, information about other members, information that is privileged or confidential.

Section 4. COST OF COMPILING INFORMATION AND MAKING COPIES OF RECORDS

The costs of compiling information and making copies shall not exceed those set forth in 1 TAC §70.3. The following fee schedules and explanations comply with this code section.

The following are the costs of materials, labor and overhead which shall be charged to the owner requesting. The Association may require 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 exceeded the final invoice amount, the owner is entitled to a refund, and the refund shall be issued to the owner not later than the thirtieth (30th) business day after the date the invoice is sent to the owner.

Section 4.1 Copy Charge:

(1) Standard paper copy. The charge for paper copies reproduced by means of an office machine copier or a computer printer is \$.10 per page or part of a page. Each side that has recorded information is considered a page.

(2) Nonstandard copy. This covers materials onto which information is copied and does not reflect any additional charges including labor that may be associated with a particular request. 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 and non-rewritable CD - \$1.00
- (F) Digital video disk - \$3.00
- (G) JAZ drive – actual cost
- (H) Other electronic media – actual cost including but not limited to PDF format.
- (I) VHS videocassette - \$2.50
- (J) Audiocassette - \$1.00
- (3) Oversize paper (e.g., 11x17, green bar, blue bar, not including maps and photographs using specialty paper) - \$.50
- (4) Specialty paper (e.g., Mylar, blueprint, blue-line, map, photographic) – actual cost

Section 4.2 Labor Charge:

For locating, compiling, manipulating data and reproducing public information, the following charges shall apply:

- (1) Labor charge - \$15.00/hour. This charge includes the actual time to locate, compile, manipulate data and reproduce the requested information.
- (2) No labor charge to be billed for requests that are fifty (50) or fewer pages of paper records unless the documents to be copied are located in:
 - (A) Two or more separate buildings that are not physically connected with each other or
 - (B) A remote storage facility.
- (3) Labor charge may be charged when confidential information is mixed with public information in the same page, an attorney, legal assistant or any other person who reviews the requested information for time spent to redact, black out or otherwise obscure confidential information for requests of fifty (50) or fewer pages.

Section 4.3 Overhead Charge:

Whenever a labor charge is applicable to a request, the Association may include in the charges direct and indirect charges 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, the charge shall be made in accordance with the methodology described hereafter:

- (1) The overhead charge shall not be made for requests for copies of fifty (50) or fewer pages of standard paper records unless the request also qualifies for a labor charge.
- (2) The overhead charge shall be computed at twenty percent (20%) of the charge made to cover any labor costs associated with a particular request.

Section 4.4 Miscellaneous Supplies:

The actual cost of miscellaneous supplies such as labels, boxes and other supplies used to produce the requested information may be added to the total charge. Related postal or shipping expenses which are necessary to transmit the reproduced information may be added to the total charge. If payment by credit card is accepted, if a transaction fee is charged by the credit card company, that fee may be added to the total charge.

Section 5. Denial of Requested Information

If it is decided that a request for information is inappropriate or unapproved, the Board or its designee will notify the requesting member of that decision and the reason for it in a timely manner. The Board or its designee will inform the member in writing of their right to appeal to the Board.

ARTICLE VIII

ABATEMENT AND CURE OF OWNER'S VIOLATIONS

After notice and an opportunity to be heard, if same is required by law, the Board shall have the power to impose reasonable fines, which shall constitute a lien upon the property of the violating Owner, and to suspend an Owner's right to use the Common Areas for violation of any duty imposed under the Declaration, these Bylaws, or any rules and regulations duly adopted by the Board to limit ingress and egress to or from a lot. In addition, the Board shall be entitled to suspend any services provided by the Association to a lot in the event that the Owners of such lot is more than thirty (30) days delinquent in paying any assessment due to the Association. In the event that an occupant, guest, or invitee of a lot Owner violates the Declaration, Bylaws, or a rule or regulation and a fine is imposed, the fine shall first be assessed against the occupant and/or Owner; provided, however, if the fine is not paid by the occupant within the time period set by the Board, the Owner shall pay the fine upon notice from the Association. The failure of the Board to enforce any provision of the Declaration, Bylaws, or any rule or regulation shall not be deemed a waiver of the right of the Board to do so thereafter.

As provided in the Declaration, each Owner is obligated to pay the Association certain charges and Assessments, including such charges and Assessments as may be included, from time to time, by amendment to the Declaration. All costs, expenses, and fees charged to, or paid by, the Association in collecting, or attempting to collect, such charges and Assessments, as well as interest as specified in the Declaration, shall be assessed against the Owner and the lot, and shall become part of the Assessment due on the lot. Likewise, all costs, expenses, and fees incurred by the Association in rectifying, or attempting to rectify, a violation of the Declaration, rules and regulations, the Guidelines, or Board policies, shall be assessed against the Owner and the lot, and shall become part of the Assessments due on the lot. Such costs, expenses, and fees include, but are not limited to:

- (a) actual expenses, including attorney fees and court costs;
- (b) a Late Processing Fee may be set annually by the Board, which may be assessed for any account that has an unpaid balance on or after thirty (30) days after due date, as an inducement to pay on time and to offset administrative costs and expenses incurred in the collection process;
- (c) a Dishonored-Check Processing Fee, set by the Board, which may be assessed for any payment check dishonored by the bank, to offset the additional processing cost incurred;

- (d) a Partial Payment Processing Fee, set by the Board, which may be assessed if any payment for less than the full amount due at the time payment is made, to offset the additional processing costs incurred;
- (e) an Administrative Fee which may be assessed for the transfer of ownership of any lot, including by foreclosures, to offset the administrative costs and expenses associated with (1) quoting, verbally or in writing, the status of the Assessments and other charges due on the lot, (2) tracking, researching, and determining or attempting to determine ownership, (3) updating the books and records of the Association to reflect the transfer, and (4) preparing and mailing introductory information regarding the Subdivision, the Association, and/or the covenants, conditions, restrictions, rules, and regulations applicable to the new Owner;
- (f) a Refinance Fee which may be assessed for the refinance of any lot, to offset the administrative costs and expenses associated with quoting the status of the Assessments and other charges due on the lot and updating the books and records of the Association; and
- (g) a reasonable fee to assemble, copy, deliver and update a Resale Certificate.

Any such Assessment or charge that is not paid when due shall be delinquent. All payments shall be applied pursuant to the Collection Policy and Payment Plan Guidelines adopted by the Board.

Notwithstanding anything to the contrary herein contained, the Association, acting through the Board, may elect to enforce any provision of the Declaration, these Bylaws, or the rules and regulations of the Association by self help (specifically including, but not limited to, the towing of vehicles that are in violation of parking rules and regulations and perform exterior maintenance) or by suit at law or in equity to enjoin any violation or to recover monetary damages or both without the necessity of compliance with the procedure set forth above. In any such action, to the maximum extent permissible, the Owner or occupant responsible for the violation of which abatement is sought shall pay all costs, fines, costs to repair, including reasonable attorneys' fees actually incurred.

ARTICLE IX

I. ASSESSMENT COLLECTION POLICY

Section 1. ASSESSMENT PERIOD

The Board has the duty of establishing and adopting an annual budget, in advance, for each fiscal year of the Association covering the estimated costs of operation of the Association during each calendar year.

Section 2. NOTICE

The Board 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. Upon completion of the roster, written notice of the assessment may be sent to every owner subject to the assessment. An owner may not escape liability or be entitled to a deferral of interest, fines or collection costs with regard to delinquent assessments on the basis of such owner's failure to receive notice, if such notice was sent via regular mail to the most recent address of the owner according to the records of the Association. Each owner shall have the obligation to notify the Association in writing of any change in address which shall become effective five (5) days after written notice has been received.

Section 3. DUE DATE

All assessments are due on an annual basis, as determined by a majority of the Board for that assessment year. If any assessment due the Association is not paid on the date when due, then such assessment shall become delinquent thirty (30) days after the due date. Charges disputed by an owner are considered delinquent until such time as they are paid in full.

Payments received after the due date are considered delinquent, and the entire amount due may be transferred to a Payment Plan as set forth in Section II of these Guidelines.

Section 4. INTEREST

If the assessment is not paid within thirty (30) days after the due date, the assessment shall bear interest from the due date at the rate set forth in the Declaration until the assessment is paid in full.

Section 5. DELINQUENCY NOTIFICATION

The Association may cause to be sent one or more of the following notification(s) to delinquent owners:

- a. PAST DUE NOTICE: In the event that an assessment account balance becomes delinquent, a Past Due Notice may be sent via regular mail to each owner with a delinquent account setting forth all assessments, interest and other amounts due. The Past Due Notice will contain a statement that the entire remaining unpaid balance of the Assessment is due and that the owner is entitled to a Payment Plan as set forth in Section II of these Guidelines. In the event an owner chooses to enter a Payment Plan, a monthly charge may be added to each delinquent owner's account balance for administrative costs related to the Payment Plan and such additional administrative costs will continue until the entire balance is paid in full.
- b. FINAL NOTICE: In the event the entire assessment is not paid in full or there is a default on the Payment Plan, where an assessment account balance remains delinquent, a Final Notice may be sent via certified mail to each delinquent owner. The Final Notice will set forth the following information and the result of failure to pay, including an explanation of:
 - (1) AMOUNTS DUE: All delinquent assessments, interest and other amounts due.
 - (2) HEARING: Owners shall be given notice and opportunity for a hearing before the Board. A hearing shall be granted if a written request for a hearing is received by the Association not more than thirty (30) days from the owner's receipt of the Final Notice.

If a hearing is requested within thirty (30) days from receipt of the Final Notice, further collection procedures are suspended until the hearing process is completed. The Board shall set a hearing date not later than thirty (30) days after receipt of owner's request for a hearing. Either party may request a postponement which shall be granted for a period of not more than ten (10) days. Additional postponements may be granted by agreement of both parties. Further collection steps will be determined by the action of the Board.

- (3) COMMON AREA RIGHTS SUSPENSION: If a hearing is not requested within thirty (30) days from receipt of the Final Notice, the owner's use of recreational facilities and common properties may be suspended and

(4) MILITARY NOTICE: If the owner is serving on active military duty, the owner may have special rights or relief related to the enforcement action under federal law, including the Servicemembers Civil Relief Act.

c. NOTICE OF TURNOVER TO COLLECTION AGENT/ATTORNEY: If a hearing is not requested within thirty (30) days from receipt of the Final Notice, member privileges will be suspended, the account may be sent to a collection agent and/or the Association's attorney for collection, and any fees and expenses will be charged to the owner's assessment account. An owner may not be charged fees of a collection agent (as same is defined in Property Code §209.0064) or legal counsel unless the Association first provides written notice to the owner by certified mail, return receipt requested, that:

- (1) Specifies each delinquent amount and the total amount of the payment required to make the account current.
- (2) Describes the options the owner has to avoid having the account turned over to a collection agent or legal counsel, including information regarding availability of a Payment Plan through the Association and
- (3) Provides a period of at least thirty (30) days for the owner to cure the delinquency before further collection action is taken.

Section 6. REFERRAL OF ACCOUNT TO ASSOCIATION'S ATTORNEY

Upon referral of the account to the Association's attorney, the attorney is authorized to take whatever action is necessary, in consultation with the Board, including but not limited to: sending demand letters, filing a lawsuit against the delinquent owner for a money judgment, instituting an expedited foreclosure action and filing necessary claims, objections and motions in the bankruptcy court and monitoring the bankruptcy case in order to protect the Association's interests.

In the event the Association has determined to foreclose its lien provided in the Declaration and to exercise the power of sale thereby granted, such foreclosure shall be accomplished pursuant to the requirements of Section 209.0092 of the Texas Property Code by first obtaining a court order in an application for expedited foreclosure under the rules adopted by the Supreme Court of Texas.

Section 7. BANKRUPTCIES

Upon receipt of any notice of a bankruptcy of an owner, the account may be turned over to the Association's attorney so that the Association's interests may be protected.

Section 8. REQUIRED ACTION

Nothing contained herein, not otherwise required by the Declaration or by law, shall require the Association to take any of the specific actions contained herein. The Board of the Association shall have the right, but not the obligation, to evaluate each delinquency on a case-by-case basis as in its best judgment deems reasonable.

Section 9. PAYMENTS RETURNED NONSUFFICIENT FUNDS

An owner will be assessed a service charge for any check that is returned or Automatic Clearing House (ACH) debit that is not paid for any reason, including but not limited to Nonsufficient Funds (NSF) or stop payment order. The amount of the service charge assessed will be the customary amount charged.

II. PAYMENT PLAN

The Association hereby establishes a Payment Plan schedule by which an owner may make partial payments to the Association for delinquent regular or special assessments or any other amount owed to the Association without accruing additional monetary penalties. Monetary penalties do not include interest or reasonable costs associated with administering the Payment Plan.

A. PAYMENT PLAN SCHEDULE

1. The term for the Payment Plan is six (6) months.
2. A Payment Plan shall require twenty percent (20%) of the delinquent amount to be paid at the inception of the Payment Plan, with the balance being due and payable in five (5) equal payments due on the first day of each month.
3. Failure to pay the initial payment of twenty percent (20%) of the delinquent amount shall be considered a default of the Payment Plan.
4. An owner, upon written request, may request a longer period of time.
5. The Association is not required to honor the terms of a previous Payment Plan during the two (2) years following an owner's default under a previous Payment Plan.
6. If an owner requests a Payment Plan that will extend into the next assessment cycle, the owner will be required to pay future assessments by the due date in addition to the payments specified in the Payment Plan.

B. APPLICATION OF PAYMENTS

1. Except as provided in subsection 2 immediately below, a payment received by the Association shall be applied in the following order of priority:
 - a. Any delinquent assessment.
 - b. Any current assessment.
 - c. Attorney's fees or third party collection costs incurred by the Association associated solely with assessments or other charge that can be the basis of foreclosure.
 - d. Attorney's fees not subject to c. above.
 - e. Fines.
 - f. Any other amount owed to the Association.

2. If/when an owner defaults on a Payment Plan, the remaining delinquent amount will become due in full and the Association may begin further collection action as set out above in article I.5.b. Any payment(s) received by the Association after such default of a Payment Plan shall be applied in the following order of priority:

- a. Costs.
- b. Attorney fees.
- c. Interest.
- d. Late fees.
- e. Delinquent assessments.
- f. Current assessments and
- g. Fines.

As to each category identified in this subsection 2, payment shall be applied to the most-aged charge first. The acceptance of a partial payment on an owner's account does not constitute a waiver of the Association's right to collect the full outstanding balance due on said owner's account.

ARTICLE X

AMENDMENTS

Section 1. These By-Laws may be amended at a regular or special meeting of the members by a vote of fifty-one percent (51%) of the members of the Association.

Section 2. In the case of any conflict between the Articles of Incorporation and these By-Laws, the Articles shall control and in the case of any conflict between the Restrictions and these By-Laws, the Restrictions shall control.

ARTICLE XI

MISCELLANEOUS

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

ARTICLES OF INCORPORATION
OF
BRIDLEWOOD ESTATES

In compliance with the requirements of the Texas Non-Profit Corporation Act, the undersigned person(s), all of whom are residents of the State of Texas and all of whom are of full age, acting as incorporators of a corporation, sign and acknowledge the following Articles of Incorporation for such corporation.

Any terms not herein defined shall have the meaning attributable thereto in the Restrictions for BRIDLEWOOD ESTATES, an Addition to the City of Colleyville, Tarrant County, Texas.

ARTICLE I

The name of the corporation is HOMEOWNERS OF BRIDLEWOOD ESTATES, hereafter called the "Association". This corporation is a non-profit corporation.

ARTICLE II

The principal and initial registered office of the Association is located at 5137 Davis Blvd., North Richland Hills, Texas 76160.

ARTICLE III

TERRY SANDLIN is hereby appointed the initial registered agent of this Association.

ARTICLE IV
PURPOSE AND POWERS OF THE ASSOCIATION

This Association does not contemplate pecuniary gain or profit.

1

EXHIBIT "B"-1

to the members thereof, and no part of the Association's net earnings shall inure to the benefit of any member or private individual. The specific purposes for which it is formed are to provide for the maintenance of drainage easements, utility, and the maintenance and preservation of the entrance structures, jogging trails, landscaping and walls along Brown Trail and CheekSparger Road within the tract of property described as BRIDLEWOOD ESTATES, an Addition to the City of Colleyville, Tarrant County, Texas, and to promote good fellowship, neighborliness, health, safety and welfare of the residents within the above

(a) Exercise all of the powers and privileges and to perform all of the duties and obligations of the Association, as set forth in that certain Dedication and Restrictions, hereinafter called the "Restrictions" applicable to the property and recorded in the office of the Clerk and Recorder of Tarrant County, Texas, and as the same may be amended from time to time as therein provided, said Restrictions being incorporated herein as if set forth at length:

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

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- (c) Acquire (by gift, purchase or otherwise), own, hold, improve, build upon, operate, maintain, convey, sell, lease, transfer, dedicate for public use or otherwise dispose of real or personal property in connection with the affairs of the Association;
- (d) Borrow money with the assent (by vote) of seventy percent (70%) of the voting members, mortgage, pledge, encumber by deed of trust, or hypothecate any or all of its real or personal property as security for money borrowed or debts incurred;
- (e) Have and to exercise any and all powers, rights and privileges which a corporation organized under the Non-Profit Corporation Law of the State of Texas by law may now or hereafter have or exercise;
- (f) Notwithstanding anything seemingly to the contrary herein, the Association shall have no power to modify, abridge or invalidate the homestead rights of any Owner of any Lot created under the Texas Constitution, Article XVI, Section 51 and Texas Property Code Section⁵ 41.001, 41.002.

ARTICLE V
MEMBERSHIP

- (a) Every person or entity who is a record owner of a fee or undivided fee interest in any lot which is subject by covenants of record to assessment by the Association, including contract sellers, shall be a member of the Association. The foregoing is not intended to include

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persons or entities who hold interest merely as security for the performance of an obligation. Membership shall be appurtenant to and may not be separated from ownership of any lot which is subject to assessment by the Association.

- (b) From time to time the Board may allow persons who are not Owners of a Lot(s) to participate as an associate member in the Association. The holder of associate memberships shall not be entitled to vote in any of the affairs of the Association but may be obligated to the assessment provisions of the Dedication and Restrictions in accordance with the laws of the State of Texas. Associate membership shall be made available only to persons who are not eligible as members of the Association but who have a direct interest in the affairs of the Association, including, but not limited to lessees of Lot Owners who are members of the Association. Associate Members shall have the right to participate socially in functions of the Association and to enjoy the benefits of the accomplishments of the Association, but shall have no right to participate in the governance of the affairs of the Association.

ARTICLE VI
VOTING RIGHTS

The Association shall have only one class of voting members and that class shall be owner of record. Members shall be entitled to one vote for each lot owned. When more than one person holds an interest in any Lot, all such persons shall be members. 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 lot.

ARTICLE VII
BOARD OF DIRECTORS

The affairs of this Association shall be managed by a Board of not less than three (3) nor more than (7) Directors, who shall be members of the Association. Subject to the above limitations, the number of Directors and their terms of office may be changed by amendment of the By-Laws of the Association. The initial Board shall consist of three (3) Directors. The method of electing Directors shall be set forth in the By-Laws.

The names and addresses of the persons who are to act in the capacity of Directors until the selection of their successors are:

MIKE SANDLIN
5137 Davis Blvd.
North Richland Hills, Texas 76180

TERRY SANDLIN
5137 Davis Blvd.
North Richland Hills, Texas 76180

J. B. SANDLIN
5137 Davis Blvd.
North Richland Hills, Texas 76180

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ARTICLE VIII
DISSOLUTION

The Association may be dissolved with the assent given in writing and signed by not less than seventy percent (70%) of the voting members. Upon dissolution of the Association, other than incident of a merger or consolidation, the assets of the Association shall be distributed in equal shares to the record owners of the Lots which are subject by covenant of record to assessment by the Association on the basis of one share per Lot.

ARTICLE IX
AMENDMENTS

Amendments of these Articles shall require the assent of seventy percent (70%) of the voting membership.

ARTICLE X
DURATION

The Corporation (Association) shall exist perpetually.

ARTICLE XI
INCORPORATORS

Names and Address of the Incorporators are as follows:

LARRY G. WOOD
1330 Summit Avenue
Fort Worth, Texas 76102

SHARON WOOD
1330 Summit Avenue
Fort Worth, Texas 76102

DEBBIE HURLOCK
1330 Summit Avenue
Fort Worth, Texas 76102

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VOLUME

FIG. A. P.

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IN WITNESS WHEREOF, for the purpose of forming a corporation under the laws of the State of Texas, the undersigned incorporators of this Association have executed these Articles of Incorporation this _____ day of _____ 1993.

LARRY G. WOOD

SHARON WOOD

DEBBIE HURLOCK

THE STATE OF TEXAS {
COUNTY OF TARRANT {

BEFORE ME, the undersigned Notary Public in and for said County and State, on this day personally appeared LARRY G. WOOD, SHARON WOOD, and DEBBIE HURLOCK, who being by me duly sworn, on oath, state that they are the incorporators of the above non-profit corporation; that the statements contained in the Articles are within their knowledge true and correct.

SUBSCRIBED AND SWORN TO BEFORE ME, Notary Public, on this _____ day of _____, 1993, to certify which witness my hand and seal of office.

Notary Public, State of Texas

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