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**THE COURTS OF CANTERBURY FOREST  
HOMEOWNERS ASSOCIATION, INC.,  
A TEXAS NON-PROFIT CORPORATION**

**MANAGEMENT CERTIFICATE**

STATE OF TEXAS                    §  
   §  
COUNTY OF TARRANT        §

I, Michael L. Sullivan, President of The Courts of Canterbury Forest Homeowners Association, Inc., A Texas Non-Profit Corporation ("Association"), submit the Association's Management Certificate, which supersedes any prior management certificates filed for the Association:

1. Common Name of Subdivision: The Courts of Canterbury Forest
2. Legal Name of Association: The Courts of Canterbury Forest Homeowners Association, Inc.
3. Recording Date for the Declarations of the Association:

Name	Date	Instrument Number
Declaration of Covenants, Conditions and Restrictions for The Courts of Canterbury Forest	February 16, 1990	D190029412
Declaration of Covenants, Conditions and Restrictions for The Courts of Canterbury Forest II	September 11, 1992	D192177236
First Amended Declaration of Covenants, Conditions and Restrictions for The Courts of Canterbury Forest	May 3, 2017	D217098804

4. Names and Mailing Address of Persons Managing the Association:

Board of Directors and Officers of The Courts of Canterbury  
Homeowners Association, Inc., a Texas Non-Profit Corporation

Michael L. Sullivan, President

Brian Himpelmann, VP

Caroline Sherman, Secretary

Kevin Grimes, Treasurer

All c/o The Courts of Canterbury Forest Homeowners Association, Inc.,  
a Texas Non-Profit Corporation

Canterbury Forest HOA  
P.O. Box 1733



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Keller, TX 76244

5. Corporation Organizational Documents:

Articles of Incorporation filed January 13, 1995  
Filing No. 134105401  
(Canterbury Forest Homeowners Association, Inc.)  
Exhibit 'A'

Certificate of Amendment filed May 3, 2017  
Filing Number 219098804  
(Name changed to "The Courts of Canterbury Forest Homeowners Association, Inc.")  
Exhibit 'B'

By-Laws of the Association.  
Exhibit 'B'

6. The Association also has filed An Adoption of Policies pursuant to Chapters 202 and 209 of the Texas Property Code.  
Exhibit 'C'

This Property Owners' Management Certificate does not claim to identify all publicly recorded documents for the Association. This document's purpose is to identify and provide contact information for the Association and its Members.

CERTIFICATION AND ACKNOWLEDGMENT ON NEXT PAGE  
CERTIFICATION

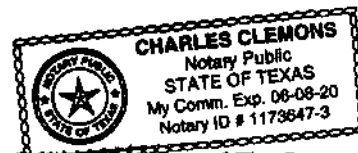
STATE OF TEXAS §  
§  
COUNTY OF TARRANT §

I, Michael L. Sullivan, President of The Courts of Canterbury Forest Homeowners Association, Inc., a Texas Non-Profit Corporation, personally certify that the foregoing policies were, within my personal knowledge, duly adopted by the vote of a majority of the Board of Directors of The Courts of Canterbury Forest Homeowners Association, Inc., a Texas Non-Profit Corporation at a Special Meeting of the Board of Directors duly and properly called for the purpose of considering adoption of these policies. I further certify that the attached exhibits are true and correct copies of the originals.

Michael L. Sullivan, President  
Date: 5/3/17

ACKNOWLEDGEMENT

STATE OF TEXAS §  
§  
COUNTY OF TARRANT §



On this 3rd day of MAY, 2017, Michael L. Sullivan, President of The Courts of Canterbury Forest Homeowners Association, Inc., a Texas Non-Profit Corporation, whom I identified by examining his Texas Driver's License, appeared before the undersigned authority and acknowledged that he signed the foregoing Certification on behalf of said Non-Profit Corporation for the purposes and consideration set forth therein.



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A handwritten signature in black ink, appearing to be "M. L. Nicholson", is written over a horizontal line.

Notary Public, State of Texas

10678.45001 | 421985

THE COURTS OF CANTERBURY FOREST - MANAGEMENT CERTIFICATE

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EXHIBIT  
"A"

ORIGINAL 1995

**ARTICLES OF INCORPORATION  
OF**

**CANTERBURY FOREST HOMEOWNERS ASSOCIATION, INC.**

I, the undersigned natural person of the age of eighteen (18) years or more, a citizen of the State of Texas, acting as incorporator of a corporation under the Texas Non-Profit Corporation Act, do hereby adopt the following Articles of Incorporation for such corporation.

**ARTICLE I**

The name of the corporation is CANTERBURY FOREST HOMEOWNERS ASSOCIATION, INC. (hereinafter referred to as the "Association").

**ARTICLE II**

The Association is a non-profit corporation.

**ARTICLE III**

The period of its duration is perpetual.

**ARTICLE IV**

The registered office of the Association is located at 904 Canterbury Lane, Keller, Texas 76248.

**ARTICLE V**

Douglas H. Gilliland, whose address is 904 Canterbury Lane, Keller, Texas 76248, is hereby appointed the initial registered agent of this Association.

**ARTICLE VI**

The Association does not contemplate pecuniary gain or profit to its Members. The purpose or purposes for which the Association is formed are to provide for the maintenance, preservation and management of the residence Lots and Common Area on that certain tract of property described in Exhibit "A", attached hereto and made a part hereof, as shown in a plat recorded in Cabinet A, Page 1074, Plat Records, Tarrant County, Texas (hereinafter referred to as the "Properties") as more fully described in that certain Declaration of Covenants, Conditions and Restrictions (the "Declaration") filed in Volume 10773, Page 643, et. seq., Deed



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Records of Tarrant County, Texas, and for any and all other property which is accepted by this Association for similar purposes, and to promote the health, safety and welfare of the residents within the Properties and all other property which is accepted by this Association for similar purposes. The purposes of this Association are as follows:

- a. To exercise all of the powers and privileges and perform all of the duties and obligations of the Association as set forth in the Declaration, as same may be amended from time to time, the Declaration being incorporated herein as if set forth at length;
- b. To fix, levy, collect and enforce payment by any lawful means, all charges or assessments pursuant to the terms of the Declaration and/or Bylaws; and, as agent, pay all expenses in connection therewith and all office and other expenses incident to the conduct of the business of this Association including all licenses, taxes or governmental charges levied or imposed against the property of this Association and to make disbursements, expenditures and payments on behalf of the said property Owners as required by the Declaration and the Bylaws of the Association; and to hold as agent for said property Owners reserves for periodic repairs, maintenance and capital improvements to be made as directed by the property Owners acting through the Board of Directors of the Association;
- c. To acquire by gift, purchase or otherwise, to own, hold, improve, build upon, operate, maintain, convey, sell; lease, transfer, dedicate for public use or to otherwise dispose of real or personal property in connection with the affairs of this Association subject to the limitations, if any, set forth in the Declaration;
- d. To borrow money, and with the assent of two-thirds (2/3) of each class of Members, mortgage, pledge, or hypothecate any or all of its real or personal property as security for money borrowed or debts incurred, subject to the limitations, if any, set forth in the Declaration;
- e. To provide general sanitation and cleanliness of Common Properties;
- f. To provide management, upkeep, maintenance, repair and care of the Common Properties as provided in the Declaration and those Additional Properties described herein;
- g. To incur or assume obligations and duties to the City of Keller, Texas, or any other governmental authority, regarding the development, operation and maintenance of the Common Properties and any improvements within the common Properties and those Additional Properties described herein;
- h. To enter into and perform any contract and to exercise all powers which may be necessary or convenient to the operation, management, maintenance and administration of the affairs of the Association in accordance with the Declaration;



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i. To have and to exercise any and all powers, rights and privileges a corporation organized under the Non-Profit Corporation Law of the State of Texas, may now or hereafter exercise;

j. To dedicate, sell or transfer all or any part of the Common Properties to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by the Members. No such dedication or transfer shall be effective unless an instrument has been signed by two-thirds (2/3) of each class of Members, agreeing to such dedication, sale or transfer; and

k. To participate in mergers and consolidations with other nonprofit corporations organized for the same purposes or annex additional residential property and Common Properties, provided that any such merger, consolidation or annexation shall have the assent of two-thirds (2/3) of each class of Members.

#### ARTICLE VII

Every Owner of a Lot shall be a Member of the Association. Membership shall be appurtenant to and shall not be separated from ownership of a Lot. Every Member shall have the right at all reasonable times during business hours to inspect the books of the Association.

#### ARTICLE VIII

The Association shall have three classes of voting membership:

**CLASS A:** Class A Members shall be all Members other than Class B and Class C Members. Class A Members shall be entitled to one (1) vote for each Lot in which they hold the interest required for membership. When more than one person holds such interest or interests in any Lot, all such persons shall be Members, and the vote for such Lot shall be exercised as they, among themselves, determine, but in no event shall more than one (1) vote be cast with respect to any such Lot.

**CLASS B:** Class B Members shall be any bona fide Owner who is engaged in the process of constructing a residential dwelling on any Lot for sale to consumers. Class B Members shall be nonvoting members of the Association. The Class B membership shall cease, and each Class B Member shall become a Class A Member:

- (i) when the total number of votes outstanding in the Class A membership equals the total number of votes outstanding in the Class C membership; or
- (ii) on the tenth (10th) anniversary of the date hereof, whichever occurs first in time.





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**CLASS C:** The Class C Member shall be Declarant. The Class C Member shall be entitled to six (6) votes for each Lot which it owns and for each Lot owned by all Class B Members.

Notwithstanding the aforementioned voting rights within the Association and consistent with the provisions of Section 12.02 of the Declaration, until:

- (a) Declarant no longer owns:
  - (i) record title to any Lot; and
  - (ii) a lien interest in any Lot; and
  - (iii) title to any adjoining acreage intended to be developed as an additional section or phase of Canterbury Forest; or
- (b) January 1, 2020.

whichever occurs first in time, neither the Association nor the Members shall take any action or inaction with respect to any matter whatsoever without the consent and approval of the Declarant, which shall not be unreasonably withheld or delayed.

#### ARTICLE IX

The Members of the Association shall elect the Board of Directors of the Association (the "Board"), and the Board shall, by majority rule, conduct all of the business of the Association, except when membership votes are required pursuant to the Declaration, the Articles of Incorporation or Bylaws of the Association. The number of Directors constituting the initial Board of the Association is two (2) and the names and addresses of the persons who are to serve as the initial Board of Directors are:

<u>NAME</u>	<u>ADDRESS</u>
Douglas H. Gilliland	904 Canterbury Lane Keller, Texas 76248
Richard W. Burns	904 Canterbury Lane Keller, Texas 76248

The Association may make whatever rules and bylaws it deems desirable to govern the Association its members, provided, however, any conflict between such bylaws and the provisions hereof shall be controlled by the provisions of the Declaration.



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#### ARTICLE X

The name and street address of the incorporator is:

##### NAME

Douglas H. Gilliland

##### ADDRESS

904 Canterbury Lane  
Keller, Texas 76248

#### ARTICLE XI

All terms as used herein, such as (but not by way of limitation) "Owners," "Properties," "Lot," "Common Properties," "Member" and "Declarant," shall have the same meanings as set forth in the Declaration.

#### ARTICLE XII

No Director of the Association shall be personally liable to the Association for monetary damages for an act or omission in the Director's capacity as a Director, except that this paragraph does not eliminate or limit the liability of a Director for (1) a breach of a Director's duty of loyalty to the Association, (2) an act or omission not in good faith or that involves intentional misconduct or a knowing violation of the law, (3) a transaction from which a Director received an improper benefit, whether or not the benefit resulted from an action taken within the scope of the Director's office, or (4) an act or omission for which the liability of a Director is expressly provided for by statute. Neither the amendment or repeal of this Article shall eliminate or reduce the effect of this Article in respect of any matter occurring, or any cause of action, suit or claim that, but for this Article, would accrue or arise, prior to such amendment or repeal. If the Texas Non-Profit Corporation Act or the Texas Miscellaneous Corporation Laws Act is hereinafter amended to authorize corporate action further eliminating or limiting the personal liability of directors, then the liability of a Director of the Association shall be eliminated or limited to the fullest extent permitted by the Texas Non-Profit Corporation Act or the Texas Miscellaneous Corporation Laws Act, as so amended from time to time.

#### ARTICLE XIII

(A) The Association shall indemnify, to the extent provided in the following paragraphs, any person who is or was a director, officer, agent or employee of the Association. In the event the provisions of indemnification set forth below are more restrictive than the provisions of indemnification allowed by Article 1396-2.22A of the Texas Non-Profit Corporation Act, then such persons named above shall be indemnified to the full extent permitted by Article 1396-2.22A of the Texas Non-Profit Corporation Act as it may exist from time to time.





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(B) In case of a threatened or pending suit, action or proceeding (whether civil, criminal, administrative, or investigative), against a person named in paragraph (A) above by reason of such person's holding a position named in such paragraph (A), the Association shall indemnify such person if such person satisfies the standard contained in paragraph (C), for amounts actually and reasonably incurred by such person in connection with the defense or settlement of the suit as expenses (including court costs and attorneys' fees), amounts paid in settlement, judgments, penalties (including excise and similar taxes) and fines.

(C) A person named in Paragraph (A) above will be indemnified only if it is determined in accordance with Paragraph (D) below that such person:

- (1) acted in good faith in the transaction which is the subject of the suit; and
- (2) reasonably believed:
  - (a) if acting in his or her official capacity as director, officer, agent or employee of the Association, that his or her conduct was in the best interests of the Association; and
  - (b) in all other cases, that his or her conduct was not opposed to the best interests of the Association; and

(3) in the case of any criminal proceeding, had no reasonable cause to believe that his or her conduct was unlawful.

The termination of a proceeding by judgment, order, settlement, conviction, or upon a plea of nolo contendere or its equivalent will not, of itself, create a presumption that such person failed to satisfy the standard contained in this paragraph.

(D) A determination that the standard of paragraph (C) above has been satisfied must be made:

- (1) by a majority vote of a quorum consisting of Directors who at the time of the vote are not named defendants or respondents in the proceeding; or
- (2) if such quorum cannot be obtained, by a majority vote of a committee of the Board of Directors, designated to act in the matter by a majority vote of all Directors, consisting solely of two or more Directors who at the time of the vote are not named defendants or respondents in the proceeding; or
- (3) by special legal counsel selected by the Board of Directors or a committee of the Board by vote as set forth in subparagraphs (1) or (2) above, or if such quorum cannot be obtained and such a committee cannot be established, by a majority vote of all Directors.



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(E) Determination as to reasonableness of expenses must be made in the same manner as the determination that indemnification is permissible, except that if the determination that indemnification is permissible is made by special legal counsel, determination as to reasonableness of expenses must be made in the manner specified by subparagraph (D) (3) above for the selection of special legal counsel.

(F) The Association may reimburse or pay in advance any reasonable expenses (including court costs and attorneys' fees) which may become subject to indemnification under paragraphs (A) through (E) above, but only in accordance with the provisions as stated in paragraph (D) above, and, only after the person to receive the payment (i) signs a written affirmation of his or her good faith belief that he or she has met the standard of conduct necessary for indemnification under paragraph (C), and (ii) undertakes in writing to repay such advances if it is ultimately determined that such person is not entitled to indemnification by the Association. The written undertaking required by this paragraph must be an unlimited general obligation of the person but need not be secured. It may be accepted without reference to financial ability to make repayment.

(G) The indemnification provided by paragraphs (A) through (E) above will not be exclusive of any other rights to which a person may be entitled by law, bylaw, agreement, vote of Members or disinterested Directors, or otherwise.

(H) The indemnification and advance payment provided by Paragraphs (A) through (F) above will continue as to a person who has ceased to hold a position named in paragraph (A) above and will inure to such person's heirs, executors and administrators.

(I) The Association may purchase and maintain insurance on behalf of any person who holds or has held any position named in paragraph (A) above against any liability incurred by such person in any such position, or arising out of such person's status as such, whether or not the Association would have power to indemnify such person against such liability under paragraphs (A) through (F) above.

~~(J) Indemnification payments and advance payments made under paragraphs (A) through (I) above are to be reported in writing to the Members of the Association at the next notice or waiver of notice of annual meeting, or within twelve months, whichever is sooner.~~

#### ARTICLE XIV

The Association may be dissolved with the assent given in writing and signed by not less than two-thirds (2/3) of each class of members. Upon dissolution of the Association, other than incident to a merger or consolidation, the assets of the Association shall be dedicated to an appropriate public agency to be used for purposes similar to those for which this Association was created. In the event such dedication is refused acceptance, such assets shall be granted, conveyed and assigned to any nonprofit corporation, association, trust or other organization to be devoted to such similar purposes.



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#### ARTICLE XV

Amendment of these Articles shall require the assent of seventy-five percent (75%) of  
the entire membership.

IN WITNESS WHEREOF, for the purpose of forming this corporation under the laws  
of the State of Texas, I the undersigned, constituting the Incorporator of this Association, have  
executed these Articles of Incorporation this 10<sup>th</sup> day of January, 1995.

  
DOUGLAS H. GILLILAND

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EXHIBIT  
"B"

**FIRST AMENDED AND RESTATED DECLARATION OF,  
COVENANTS, CONDITIONS AND RESTRICTIONS**

**FOR**

**THE COURTS OF CANTERBURY FOREST,  
An Addition to the City of Keller, Tarrant County, Texas**

WHEREAS, on February 20, 1990 SOUTHERN VENTURES JOINT VENTURE, a Texas Joint Venture, ("Declarant") filed in the Tarrant County Real Property Records the DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR THE COURTS OF CANTERBURY FOREST, subsequently assigned Instrument No. D1900294112 ("Original Declaration") which applied to certain real property described in Exhibit "A" attached thereto (referred to herein as "Phase I"); and

WHEREAS, on September 14, 1992 SOUTHERN VENTURES JOINT VENTURE, a Texas Joint Venture, filed in the Tarrant County Real Property Records the DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR THE COURTS OF CANTERBURY FOREST II, subsequently assigned Instrument No. D192166236 ("Original Declaration - Phase II") which applied to certain real property described in Exhibit "A" attached thereto (referred to herein as "Phase II"); and

WHEREAS, The Courts of Canterbury Forest Homeowners Association, Inc., a Texas Non-Profit Corporation (the "Association") was to be the name of the Owners' association under both the Original Declaration and the Original Declaration - Phase II (collectively referred to as the "Declarations") and has been acting under that name as the Owners' association for the properties covered by both Declarations; and

WHEREAS, the Declarant formed the non-profit corporation which was to be the Owners' association as to both Declarations under the incorrect name, "Canterbury Forest Homeowner Association"; and

WHEREAS, the Declarant no longer owns any lot or other real property interest in the any of the properties covered under either Declaration and does not possesses any voting rights; and

WHEREAS, certain Owners and the Board of Directors of the Association resolved that the name of the Association be changed to conform to the name set forth in the Declarations and, additionally, that the Declarations be amended as to certain provisions which included but was not limited to combining the Declarations into a single Declaration covering the First Phase and Phase II and which would, as amended, improve, expand, provide for the preservation of the values and amenities on the Property, provide for proper maintenance of the common areas, open spaces and other facilities and comply with recent amendments to portions of the Texas Property Code applicable to property owners associations such as the Association, and to this end desire to



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subject the Property to the covenants, conditions and restrictions set forth below, each and all of which are for the benefit of the Property and each Owner; and

WHEREAS, a proposed change of the Association's name and a proposed amended declaration were provided to the Owners of the lots in the First Phase and Phase II along with a proper and timely notice (a true and correct copy of the notice without the attachments is attached hereto as Exhibit 'B') of the date, time and place of a meeting of all the Owners to consider and vote whether or not to adopt the proposed name change and the amendments; and

WHEREAS, the meeting was called to order and it was established that a quorum was present in person or by proxy; and

WHEREAS, the proposed name change and amended declaration were presented for consideration and adoption; and

WHEREAS, after a full discussion regarding the name change and all provisions of the proposed amended declaration, there was a motion approve the name change and to adopt and approve the proposed amended declaration to be entitled, if adopted, the First Amended and Restated Declaration of Covenants, Conditions and Restrictions for The Courts of Canterbury Forest, an Addition to the City of Keller, Tarrant County, Texas; and

WHEREAS there was a second to the motion and a vote conducted; and

WHEREAS, the vote of more than sixty-seven percent (67%) and, in fact, more than seventy-five percent (75%) was in favor of changing the name of the Association to The Courts of Canterbury Forest Homeowners Association, Inc. and in favor of adoption of the First Amended and Restated Declaration of Covenants, Conditions and Restrictions for The Courts of Canterbury Forest, an Addition to the City of Keller, Tarrant County, Texas (hereinafter the "First Amended Declaration");

NOW, THEREFORE, it is hereby declared that the name of the Association be changed to The Courts of Canterbury Forest Homeowners Association, Inc. and it is further declared that the properties described in Exhibit 'A' attached to the First Amended Declaration shall be held, sold and conveyed subject to this First Amended Declaration of Covenants, Conditions and Restrictions for The Courts of Canterbury Forest, an Addition to the City of Keller, Tarrant County, Texas and the Secretary of the Association is directed to maintain in the Association's records a copy of the Notice of the meeting and all records reflecting the vote of the Owners, to obtain the signature of the President of the Association to the First Amended Declaration, to cause the executed First Amended Declaration to be filed in the Real Property Records of Tarrant County and to distribute copies of the executed First Amended Declaration to all Owners by hand delivery or by mail. It was further declared that First Amended Declaration shall run with the Property and shall be binding on all parties, now or in the future having any right, title or interest in or to the Property, any Lots or any part the Property, and shall further be binding on their heirs, successors and assigns, and shall inure to the benefit of the current and future Owners.





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## ARTICLE I

### DEFINITIONS

The following words when used in this First Amended Declaration, as amended, (unless the context shall otherwise clearly indicate) shall have the following meanings:

1.01 **Association.** "Association" shall mean and refer to The Courts of Canterbury Forest Homeowners Association, Inc., a Texas non-profit corporation, which shall have the power, duty and responsibility enforcing the provisions hereof, maintaining and administering the Common Properties, and collecting the assessments and charges hereinafter prescribed.

1.02 **Common Properties.** "Common Properties" shall mean and refer to any and all areas of land within the Property which are known, described or designed as common areas, recreational easements or recreational amenities such as swimming pools, tennis courts, parks, playground equipment, greenbelts or open spaces on any recorded subdivision plat of the Property or pursuant to any easements granted by the Association for greenbelt areas or intended for or devoted to the common use and enjoyment of the Members of the Association, also landscaped medians in public right-of-ways, and entry treatments together with any and all improvements that are now or may hereafter be constructed or installed thereon, and including all equipment, walls, fountains, fences, accessories and machinery used in the operation or maintenance of any of such Common Properties and any additions to or replacements of any of such Common Properties.

1.03 **Property.** "Property" shall mean and refer to the real property described in Exhibit 'A' attached hereto including all real property within the perimeter created by the Lots.

1.04 **Lot.** "Lot" shall mean and refer to the lots described in Exhibit 'A' which have been or will be improved with the residential dwelling in conformity with the building restrictions herein set forth. Although some portions of the Common Properties may be platted as a "lot" on the subdivision plat, these lots shall be excluded from the definition of "Lot" as used herein. "Adjoining Lot" shall mean and refer to a Lot which is adjacent to any other Lot. Any reference in Article IX hereof to the visibility of an item from any Adjoining Lot shall mean visibility of such item from any ground level of the structure located on the Adjoining Lot and not the second story of a two-story dwelling located thereon.

1.05 **Member.** "Member" shall mean and refer to each owner of a Lot.

1.06 **Owner.** "Owner" shall mean and refer to each and every person or business entity who or which is a record owner of a fee or undivided fee interest in any Lot subject to these Covenants and Restrictions; however, the word "Owner" shall not include person(s) or entity(s) who hold a bona fide lien or interest in a Lot as security for the performance of an obligation.

## ARTICLE II





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#### **MEMBERSHIP AND VOTING RIGHTS**

2.01 **Membership.** Every owner of a Lot shall automatically be and must remain a Member of the Association in good standing. The Board of Directors may declare that an Owner is not a Member in good standing because of past unpaid dues, fines, late charges, interest, legal fees, and/or any other assessments of any nature.

2.02 **Voting Rights.** Each Owner shall be entitled to one (1) vote for each lot in which they hold the interest required for membership. When more than one person holds such interest or interests in any Lot, all such persons shall be Members, and the vote for such Lot shall be exercised as they, among themselves, determine, but in no event shall more than one (1) vote be cast with respect to any such Lot.

2.03 **Quorum, Notice and Voting Requirements.** The quorum, notice and voting requirements of and pertaining to the Association are set forth within the Articles of Incorporation and Bylaws of the Association; as same may be amended from time to time. Subject to the provisions of Section 2.02 above, any action by or on behalf of the Association may be taken with the assent given in writing and signed by Members who collectively hold or control more than fifty percent (50%) of the outstanding votes of the Association unless otherwise provided for herein or by law.

### **ARTICLE III**

#### **GENERAL POWERS AND DUTIES OF THE BOARD OF DIRECTOR**

3.01 **Powers and Duties.** The affairs of the Association shall be conducted by its Board of Directors (hereinafter referred to as the "Board"). The Board shall be selected in accordance with the Articles of Incorporation and bylaws of the Association. The Board, for the benefit of the Common Properties and the Owners, shall provide, and shall pay for out of the maintenance fund(s) provided for in Article V below, the following:

- (a) Care and preservation of the Common Properties and the furnishing and upkeep of any desired personal property for use in the Common Properties;
- (b) Any private trash and garbage collection services and security arrangement;
- (c) Taxes, insurance and utilities (including, without limitation, electricity, gas, water and sewer charges) which pertain to the Common Properties only;
- (d) The services of a person or firm to manage the Association or any separate portion thereof, to the extent deemed advisable by the Board, and the services of such other personnel as the Board shall determine to be necessary or proper for the operation of the Association, whether such personnel are employed directly by the Board or by a manager designed by the Board;



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(e) Legal and accounting services; and

(f) Any other materials, supplies, furniture, labor, services, maintenance, repairs, structural alteration, taxes of assessments which the Board is required to obtain or pay for pursuant to the terms of this First Amended Declaration, as amended, or which in its opinion shall be necessary or proper for the operation or protection of the Association or for the enforcement of this First Amended Declaration, as amended.

3.02 Additional Rights, Powers, and Duties. The Board shall have the following additional rights, powers and duties:

(a) To execute all declarations of ownership for tax assessment purposes with regard to any of the common Properties owned by the Association;

(b) To enter into agreements or contracts with insurance companies, taxing authorities and the holders of first mortgage liens on the individual Lots with respect to:

(i) taxes on the Common Properties;

(ii) insurance coverage (if any) on Common Properties, as they relate to the assessment, collection and disbursement process envisioned by Article V hereinabove; and

(iii) utility installation, consumption and service matters;

(c) The borrow funds to pay costs of operation, secured by assignment or pledge of rights against delinquent Owners, if the Board sees fit or accrued by such assets of the Association as deemed appropriate by the Lender and the Association;

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

(e) To protect or defend the Common Properties from loss or damage by suit or otherwise, to sue or defend in any court of law on behalf of the Association and to provide adequate reserves for repairs and replacements;

(f) To make reasonable rules and regulations for the operation of the Common Properties and to amend them from time to time;

(g) To make available to each owner within ninety (90) days after the end of each year an annual report;



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(h) Pursuant to Article VII herein, to adjust the amount, collect, and use any insurance proceeds to repair damage or replace lost property; and if proceeds are insufficient to repair damage or replace lost property, to assess the members in proportionate amounts to cover the deficiency; and

(i) To enforce the provisions of this First Amended Declaration, as amended, and any rules made hereunder and to fine, enjoin and/or seek damages from any Owner for violation of such provisions or rules.

3.03 Exclusive Board Powers. The Board shall have the exclusive right to contract for all goods, services, and insurance, and the exclusive right and obligation to perform the functions of the Board, except as otherwise provided herein.

3.04 Contracts With Owners. The Board, on behalf of the Association shall have full power and authority to contract with any Owner for the performance, on behalf of the Association, of services which the Board is otherwise required to perform pursuant to the terms hereof, such contracts to be upon such terms and conditions and for such consideration as the Board may deem proper, advisable and in the best interest of the Association.

3.05 Liability Limitations. No member of the Board of Directors, past, current or future; Officer of the Association, past, current or future; nor Employee, past, current or future shall be personally liable for:

(a) debt claims or claims of breach of contract which arose or occurred while such individual was serving within his scope of duties and which were incurred or contacted for by or on behalf of the Association;

(b) any damages sounding in tort other than intentional acts or omissions torts or gross negligence, if the alleged tortious conduct occurred while such individual was acting within his scope of duties and on behalf of the Association or the Board of Directors;

(c) the Association, its Directors, officers, employees or agents shall not be liable for any incidental or consequential damages for failure to inspect any premises, improvements or portion thereof or for failure to repair or maintain the same. The Association or any other person, firm or corporation responsible for making such repairs or maintenance shall not be liable for any personal injury or other incidental or consequential damages occasioned by any act or omission in the repair or maintenance of any premises, improvements or portion thereof.

3.06 Reserve Funds. The Board may establish reserve funds which may be maintained and accounted for separately from other funds maintained for annual operating expenses and may establish separate, irrevocable trust accounts in order to better demonstrate that the amounts deposited therein are capital contributions not net income to the Association.



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3.07 Management Contracts. The Association may enter into any management agreement.

#### ARTICLE IV

##### PROPERTY RIGHTS IN THE COMMON PROPERTY

4.01 Members' Easements of Enjoyment. Subject to the provisions of Section 4.03 of this article, every Member and every tenant of every member, who resides on a Lot, and each individual who resides with either of them, on such Lot shall have a right and easement of use, recreation and enjoyment in and to the Common Properties and such easement shall be appurtenant to and shall pass with the title of every Lot, provided, however, such easement shall not give such person the right to make alterations, additions or improvements to the Common Properties.

4.02 Extent of Owners' Easements. The rights and easements of use, recreations and enjoyment created hereby shall be subject to the following:

(a) The right of the Associations to prescribe reasonable regulations and policies governing, and to charge fees and or deposits related to, the use, operations and maintenance of the Common Properties;

(b) Liens on mortgages placed against all or any portion of the Common properties with respect to monies borrowed by the Association to improve or maintain the Common Properties;

(c) The right of the Association to enter into and execute contracts with any party for the purpose of providing management, tax, accounting and legal services, maintenance service or such other services consistent with the purposes of the Association;

(d) The right of the Association to take such steps as are reasonably necessary to protect the Common Properties against foreclosure;

(e) The right of the Association to dedicate or transfer all or any part of the Common Properties to any municipal corporation, public agency, authority, or utility company for such purposes and upon such conditions as may be agreed upon by the Association and the members having a majority of the outstanding eligible votes of the Association;

(f) The right of the Association to convey, sell or lease all or part of the Common Properties upon such terms and conditions as may be agreed upon the Association; and



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(g) The right of the Association to enter into and execute contracts with the owner-operators of any community antenna television system ("CATV") or other similar operations for the purpose of extending cable or utility service on, over or under the Common Properties to ultimately provide service to one or more of the Lots.

## ARTICLE V

### ASSESSMENTS

5.01 Personal Obligation of Assessments. Each Owner of a Lot by acceptance of a deed therefor, whether or not it shall be so expressed in such deed, is deemed, as a part of the purchase money considerations for such deed and conveyance, to covenant and agree to pay to the Association (or to an independent entity or agency which may be designed by the Association to receive such monies):

(a) Regular assessments or charges for maintenance, taxes and insurance on portions of the Properties and the Common Properties (including, without limitation, those matters described within Section 3.01 hereof);

(b) Special group assessments for capital improvements or unusual or emergency matters, such assessments to be fixed, established and collected from time to time as hereinafter provided;

(c) Special individual assessments levied against individual Owners to reimburse the Association for extra costs for maintenance and repairs caused by this willful or negligent acts of the individual owner and not caused by ordinary wear and tear; and

(d) Individual assessments and fines levied against individual owners for violations of rules and regulations pertaining to the Association and/or the Common Properties; such assessments to be fixed, established and collected from time to time as hereinafter provided. The regular, special group, and special individuals assessments, together with such late charges, interest and costs of collection thereof as hereinafter provided, shall be a charge on the land and shall be a continuing lien upon each Lot against which each such assessment is made and shall also be the continuing personal obligation of the then-existing Owner of such Lot at the time which the assessments fail due.

5.02 Creation of Lien. The Association hereby reserves a vendor's lien again each Lot to secure the payment of any assessment which may levied pursuant to the terms and provisions of Sections 5.05, 5.06, 8.11 and/or 11.06 hereof, and the expense incurred in connection with the enforcement thereof, including, without limitation, interest at the maximum rate permitted by law, costs and reasonable attorney's fees. Such lien may be enforced by appropriate judicial





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proceedings, and the amounts secured thereby shall be the obligation of and chargeable to the Owner. Such lien shall be and is subordinate and inferior only to the following: (i) liens and charges in favor of the State of Texas and any political subdivision thereof for property taxes, ii) the lien securing the purchase money note for the Lot.

5.03 Assessment Lien.

(a) All sums assessed but unpaid, including interest thereon at the maximum rate permitted by law from the date such assessments are due until said assessments are paid (subject to the provisions hereof limiting the interest contracted for, charged or received to the maximum permitted by applicable law) shall constitute a lien on the Lot superior to all other liens and encumbrances, except as provided in Section 5.02 of this Article VI or the Board or its duly appointed agent, may (but shall be required to) prepare a written notice setting forth the amount of such unpaid indebtedness, the name of Owner and a description of the Lot. Such notice shall be signed by the Board or its duly appointed agent and may be recorded in the office of the County Clerk of Tarrant County, Texas. Such lien may be enforced by the foreclosures of it upon the Lot by the Board or its duly appointed agent. In any such proceeding, the Owner shall be required to pay the costs, expenses and attorney's fees incurred in connection with filing the lien, and in the event of any foreclosure proceeding, all additional costs, expenses and attorney's fees incurred in connection with any such foreclosure proceeding. The Board or its duly appointed agent shall have the power to bid on the Lot at foreclosure or other legal sale and to acquire and hold, lease, mortgage, convey or otherwise deal with the same. Any mortgagee holding a lien on the Lot may pay, but shall be required to pay, and unpaid assessments owing with respect to the lot, but such payment shall not be deemed a waiver of Owner's default by the Board or such mortgagee.

(b) The amount of the assessments assessed against the lot shall also be a personal obligation or indebtedness of the Owner thereof at the time the assessment is made. Suit to recover a money judgement for unpaid assessments shall be maintainable without foreclosing or waiving the lien securing same.

(c) Owner, by acceptance of the deed to the Property, hereby expressly vest in the Association, the Board or its agents the right and power to bring all actions against Owner personally for the collection of such charges as a debt, and to enforce the aforesaid liens by all methods available for the enforcement of such liens. No Owner may waive or otherwise escape liability for the assessments provided herein by non-use of the Common Properties or by abandonment of his Lot.

(d) If any assessment remains unpaid at the expiration of thirty (30) calendar days from and after the due date established by the Board, a late charge shall be assessed against the non-paying Owner for each month that any portion of any assessment remains unpaid. The late charge shall be in the amount of Twenty-five and No/100 Dollars (\$25.00). A service charge of \$25.00 shall be charged for each check that is returned because of insufficient funds. The amounts of late charges and service charges may be





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adjusted, from time to time, by the Board consistent with any changes in the amounts of regular or special assessments.

**5.04 Purpose of Assessments.** The Assessments levied by the Association shall be used exclusively for the purposes of (i) promoting the health, recreation, safety and welfare of the residents of the Property; (ii) improving and maintaining any private walkways, jogging and bicycle trails, lakes, recreational areas, or other properties, services and facilities directly related to the use and enjoyment of the Common Properties; (iii) the payment of taxes on Common Properties and insurance (if any) in connection with the Common Properties and the repair, replacement and additions thereto; (iv) the payment for electricity for street lights and exterior lights and the repair, replacement and additions of various items within the Common Properties; (v) trash and garbage collection and security arrangements, as may be determined necessary and appropriate by the Association from time to time; (vi) paying the cost of labor, equipment (including the expense of leasing any equipment) and materials required for, and the management and supervision of, the Common Properties; (vii) and carrying out the duties of the Board as set forth in Article IV hereof; (viii) carrying out the various matters set forth or envisioned herein or in any amendment or supplement hereto; and (ix) for any matter or thing designed by the City of Keller in connection with any zoning, subdivision, platting, building or development requirements.

**5.05 Determination of Assessments.**

(a) The Board may establish the maximum annual assessment for each lot, provided that the maximum annual assessment may not be increased more than ten (10) percent above the maximum annual assessment for the previous year unless otherwise approved by the Members of the Association as provided in Section 2.03 of Article II.

(b) After consideration of current maintenance costs and the future needs of the Association, the Board may fix the actual annual assessment at an amount equal to or less than existing maximum annual assessment.

**5.06 Special Assessments for Capital Improvements.** In addition to the regular assessments authorized by Section 5.03 hereof, the Association may levy in any fiscal year a special assessment, applicable to that year only, for the purpose of defraying in whole or in part, the cost of any construction or reconstruction, unexpected repair or replacement of a described capital improvement upon the Common Properties, including any necessary fixtures and personal property related thereto; provided that any such assessment shall have the affirmative approval of the Members of the Association as provided in Section 2.03, Article II.

**5.07 Uniform Rate of Annual and Special Assessments.** Both regular and special Capital assessments must be fixed at a uniform rate for all Lots.

**5.08 Assessments Due Dates.** The Board may prescribe from time to time that the regular base assessments are to be collected on an annual, semi-annual, quarterly or monthly basis, and the appropriate due date(s).



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**5.09 Duties of the Board with Respect to Assessments.**

(a) In the event of a revision to the amount of rate of the regular base assessment, the Board shall fix the amount of the base assessment against each Lot, and the applicable due dates for each assessment, at least sixty (60) days in advance of such date or period, and the Board shall, at that time, prepare a roster of the Lots and assessments applicable thereto which shall be kept in the office of the Association.

(b) Written notice of the assessment shall thereupon be delivered or mailed to every owner subject thereto.

(c) The Board shall upon demand at any time furnish to any owner liable for said assessment, a certificate in writing signed by an officer of the Association, setting forth whether said assessment has been paid. Such certificate shall be conclusive evidence of payment of any assessment therein stated to have been paid. A reasonable charge may be made by the Board for the issuance of such certificate.

**5.10 Exempt Property.** The following property otherwise subject to this First Amended Declaration, as amended, shall be exempted from the assessments, charges and liens created herein:

(a) All properties dedicated and accepted by the local public authority and devoted for public use; and

(b) All Common properties as defined in Article I hereof.

**ARTICLE VI**

**INSURANCE, REPAIR AND RESTORATION, SECURITY ARRANGEMENTS**

**6.01 Right to Purchase Insurance.** The Association shall have the right and option to purchase, carry and maintain in force insurance covering any or all portions of the common Properties, any improvements thereon or appurtenant thereto, for the interest of the Association and of all Members thereof, in such amounts and with such endorsements and coverage as shall be considered good sound insurance coverage for properties similar in construction, location, and use to the subject property. Such insurance may include, but need not be limited to:

(a) Insurance against loss or damage by fire and hazards covered by a standard extended coverage endorsement in an amount which shall be equal to the maximum insurable replacement value, excluding foundation and excavation costs as determined annually by the insurance carrier;

(b) Public liability and property damage insurance on a board form basis;



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(c) Fidelity bond for all officers and employees of the Association having control over the receipt and disbursement of funds; and

(d) Officers' and directors' liability insurance.

6.02 Insurance Proceeds. The Association and the members shall use net insurance proceeds to repair and replace any damage or destruction of property, real or personal, covered by such insurance. Any balance from the proceeds of insurance paid to the Association, as required in this Article VII, remaining after satisfactory completion of repair and replacement, shall be retained by the Association as part of a general reserve fund for repair and replacement of the Common Properties.

6.03 Insufficient Proceeds. If the insurance proceeds are insufficient to repair or replace any loss or damage, the Association may levy a special assessment as provided for in Article VI of this First Amended Declaration, as amended, to cover the deficiency.

6.04 Other Insurance Matters. The Association will seek to carry public liability insurance generally covering bodily injury and property damage arising out of negligent acts by employees, Members or authorized representatives of the Association. The Association will not carry any insurance pertaining to, nor does it assume any liability or responsibility for, the real or personal property of the Owners (and their respective family members and guests). Each owner expressly understands, covenants and agrees with the Association that:

(a) The Association has no responsibility or liability of any kind or character whatsoever regarding or pertaining to the real and personal property of each Owner; and

(b) Each owner shall, from time to time and at various times, consult with reputable insurance industry representatives of each owner's own selection to select, purchase, obtain and maintain appropriate insurance providing the amount, type and kind of insurance deemed satisfactory to each Owner covering his or her real and personal property.

## ARTICLE VII

### USE OF COMMON PROPERTIES

7.01 Use of Common Properties. The Common Properties may be used and enjoyed as follows:

(a) No Member shall permit anything to be done on or in the Common Properties which would violate any applicable public law or zoning ordinance or which will result in the cancellation of or increase of any insurance carried by the Association, or which would be in violation of any law or any rule or regulation promulgated by the Board.



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(b) Each Member shall be liable to the Association for any damage to any portion of the Common Properties caused by the negligence or willful misconduct of the Member or his family and guests.

7.02 Rules of the Board. All Members shall abide by any rules and regulations adopted by the Board. The Board shall have the power to enforce compliance with said rules and regulations by all appropriate legal and equitable remedies, and a Member.

## ARTICLE VIII

### CONSTRUCTION OF IMPROVEMENTS AND USE OF LOTS

8.01 Residential Use. All lots (excluding, however, those platted lots on which certain Common Properties may be located) shall be used for residential purposes only. No building or structure shall be erected, altered, paced or permitted to remain on any Lot other than a single-family dwelling and a private garage for two (2) or more automobiles. No building or structure on any lot shall exceed two and one-half (2 ½) stories in height.

8.02 Minimum Floor Space. Except as hereinafter specified, the total air-conditioned "living" area of the main structure on each Lot shall contain a minimum square footage, exclusive of porches, garages and the out-buildings of 2,850 square feet. The minimum square footage of the ground floor, or main level "living" area requirement for any on which a "two-story" house is built, shall be 1,600 square feet. However, the total floor area of "living" area in such a residential structure (exclusive of garage, porches, outbuildings, patios, etc.) shall equal or exceed the required total minimum footage areas as setout above; all of which area shall be completed and finished simultaneously with first construction of such a structure.

8.03 Garages. Each single-family residential dwelling erected on any Lot shall provide garage space for a minimum of two (2) conventional automobiles. All garages shall be rear, side or front entry; provided however, they meet the following requirements. Any garage which is nearer to the front property line than sixty (60) feet shall be attached to the main structure by at least a covered walkway, breezeway, or covered patio, and it shall be constructed with a side or rear entry. On corner lots where the garage is nearer to the front or side street property line than sixty (60) feet it shall provide a rear or side entry only, wherein the garage door does not face either the front or side yard street. Garages that are greater than sixty (60) feet from the property line may have a front, rear or side entry. However, in the event a front entry is used, a minimum of eighty percent (80%) of the garage structure must be behind the main structure and the garage plan must have written approval of the ACC to insure that there is a proper screen from the street. No carport shall be visible from the street. No swing entry or front side entries wherein the garage crosses the front of the house will be allowed.

(a) With regard to Lot 1, Block 1, the driveway shall enter the lot along the north property line, with regard to Lot 1, Block 2 the driveway shall enter the lot along the west property line. No driveway shall enter any Lot directly from Rapp Road.



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8.04 Roofs. All roofs shall be constructed of slate, tile, 230 pound composition shingles or other materials first approved by the ACC. The color of such roofing materials must first be approved by the ACC and otherwise be in compliance in all respects with applicable City of Keller ordinances. The roof pitch of any structure shall be a minimum of eight (8) feet by twelve (12) feet minimum.

8.05 Drainage. Each Owner acknowledges and covenants to honor and provide such easements for drainage and water flow as are shown on the recorded plat of the Property or required by any master drainage plan enacted by the City of Keller, Texas and further agrees:

(a) to maintain the Integrity of the drainage design of his Lot by not filling or altering drainage swales that are constructed on the Lot as required by the City of Keller, Texas, or the provisions of the recorded plat.

(b) agrees not to construct fences which impede or deflect the flow of water across his Lot. The fence must provide at least four (4) Inches of unobstructed drainage space.

(c) not to impede or deflect the flow of water in drainage areas. This includes but is not limited to refraining from planting excessive landscaping in such areas.

(d) to cause any sidewalks, driveways and/or slabs constructed in drainage areas to conform to the drainage requirements of the City of Keller, Texas, and the recorded plat of the Property.

(e) to assure that swimming pools or decks constructed in drainage area are properly permitted and inspected for compliance with the building code of the City of Keller and not to interfere with the drainage requirements of the City of Keller, Texas, and the recorded plat of the Property.

8.06 Building Lines. All residences or dwelling erected or placed on any Lot shall face the road or street adjacent to the Lot as shown in the recorded plat of the Property or as prescribed in the deed from conveying the Lot to the owner of the Lot. No portion of such dwelling or residence shall be nearer to the front property line of said Lot than the building line as designated on the recorded plat of the property.

8.07 Fences. The installation of a new or a replacement fence, wall or screening hedge must be submitted to the ACC and approved by the ACC as provided in Article IV before building commences. No chain link fences or other wire type fences shall be erected or located on any Lot so as to be visible from the front, side or rear of the Lot. No fence, wall or hedge shall be erected, placed or altered on any Lot nearer to any street than the minimum building setback line indicated on the recorded plat of the Property. No fence, wall or hedge shall exceed (8) feet in height unless otherwise specifically required by the City of Keller. Wood fencing approved by the ACC will be allowed to extend from the outer perimeter of a home to the side property line. Approval will be subject to thorough consideration of the effect such proposed





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fencing might have an adjoining lots and/or dwellings. In addition, such wood fencing must be recessed from the front building line of the dwelling a minimum distance of ten (10) feet. Any fencing located from the front of the Lot to be back of the Lot (perpendicular to front property line) may be of wood material. Provided, however, that all such wood fencing, regardless of location, shall (i) be composed of cedar, redwood or spruce, (ii) have slats measuring between four (4) and either (8) inches wide which are installed vertically only (not horizontally or diagonally) and (iii) not be painted or stained (except with a clear stain) on any surface which faces a street, alley or adjoining Lot unless otherwise approved by the ACC. All service and sanitation facilities must be enclosed within fences, walls or landscaping so as not to be visible from any residential street, (iv) any fence which faces a street such as side yards between the house and the property line on interior lots or corner lots with fences facing two streets (front yard and side yard), the good side of the fence shall face the street (i.e. no stringers or posts shall be visible from any residential street).

(a) On Lot 1, Block 1 and 2 of Block 2 in a fence is placed on the south building line facing Rapp road the good side of the fence as defined above shall face Rapp Road. On Lots 2, 3, 6, 7, 10 and 11 of Block 2 all fences which are on the west line (rear) of the properties shall have the good side of the fence as defined above facing away from the house. On Lots 18, 19, and 23 of Block 2, Lots 3, 4, 5, and 9 of Block 4 all fences which are on the south line (rear) of the properties shall have the good side of the fence as defined above facing away from the house. On Lot 1, Block 4 and Lot 16, Block 3 if a fence is placed on the west building line facing Bear Creek Road (Rufe Snow Road) the good side of the fence is defined above shall face the street.

(b) Given the great variety of potential fencing and screening configurations and materials, it is understood that the fencing restrictions contained in this Section 8.06 may not be exhaustive. Therefore, the ACC will use their discretion in considering a proposed fence, wall or screening hedge.

8:08 Signs. No sign or signs shall be displayed to the public view on any Lot, except that:

(a) Any builder may utilize one professional sign per Lot for advertising and sales purposes, provided that such sign must be approved as to size, content and number (including, without limitation, any directional signs) by the ACC;

(b) Thereafter, a "for sale" or "for rent" sign of not more than twelve (12) square feet in size and approved by the ACC as to message and content may be utilized by the Owner of the respective Lot for the applicable sale or rent situation; and

(c) Signs displaying the name of a security company shall be permitted, provided that such signs are:

(i) ground mounted;





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(ii) limited to two (2) in number (in the front yard and one in the back yard;

(iii) of reasonable size; and

(iv) approved by the written approval of the ACC.

(d) Signs which are temporary in nature, (i.e. "garage sale" signs) shall only be permitted for a short-term/reasonable period of time.

(e) In addition to the foregoing, all off-site signs shall be subject to the size, content and number approved by the ACC.

(f) "Open House" or signs with a similar message shall be permitted during any period of time when sales people are not located within the homes(s) shown to be open.

(g) Political signs may not exceed two feet by four feet.

**8.09 Easements; Utilities.** All streets, alleys and easements shown on the recorded plat of the Property have been reserved for the purposes indicated. No owner may erect any structure of any type whatever in these easements areas, an Owner may use the surface of an easement areas for private use unless prohibited by the terms of the easement. With respect to the easement areas, as well as any other areas described within recorded easement documents and the common Properties, any and all bona fide public utility service companies shall have the right of access, ingress, egress regress and use of the surface estate for the installation and maintenance of utility facilities.

**8.10 Aerial Facilities.** Except as to special street lighting, aerial facilities which may be required by the City of Keller or any be required by the franchise of any utility company, no aerial utility facilities of any type (except meters, risers, service pedestals) shall be allowed.

**8.10 Temporary Structures.** No temporary structures of any kind shall be erected or placed upon any Lot. Temporary structures shall include, but not be limited to, any garage, servant's house or other improvement erected more than one hundred twenty (120) days prior to the completion of the main portion of the single-family dwelling. However, any builder with prior written approval of ACC, may maintain temporary construction offices, provided such construction offices are removed with thirty (30) days after completion of construction, as the case may be.

**8.11 Garbage, Weeds.** No Lot shall be used or maintained as a dumping ground for rubbish, trash, or garbage. No lot shall be allowed to have excessively long grass, weed or other unsightly growth.



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(a) All garbage shall be kept in city approved containers. All garbage containers shall be placed on the street in front of their dwelling on the day of collection, and shall otherwise be in compliance with the applicable ordinances of the City of Keller.

(b) If after ten (10) days prior written notice an Owner shall fail to control weeds, grass and/or other unsightly growth, fail to remove trash, rubble, building and construction debris, or fail to exercise reasonable care or conduct to prevent or remedy an unclean, untidy or unsightly condition; then the Board shall have the 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 owner of such Lot the cost of such work and a fine not to exceed Five Hundred Dollars (\$500.00) on each respective occasion of such mowing or cleaning.

8.12 Construction Completion Time. Each residence constructed on each Lot and any other improvements thereto shall be commenced and completed with due diligence promptly after approval by the ACC of the plans and specifications prepared in connection with such construction. All exterior construction of the primary residential structure, garage, porches, and any other appurtenances or appendages of every kind and character on any Lot and all interior construction shall be completed not later than nine (9) months following the commencement of construction. For the purposes hereof, the term "commencement of construction" shall be deemed to mean the date on which the foundation forms are set. In the event that a residence is partially or totally damaged by fire or other causes, the owner of such residence must either rebuild the residence or completely clear the lot. In the event the Owner desires to rebuild, the construction or restoration of the damaged residence, or portion thereof, must commence within one hundred twenty (120) days after the occurrence causing the damage. No construction or restoration shall commence, however until plans and specification have been submitted to and approved by the ACC. In the event the Owner does not desire to rebuild, the Owner must clear away all remaining debris and restore the Lot to the condition in which it existed prior to the initial construction of the damaged residence.

8.13 Nuisances, Animals and Pets. No noxious or offensive activity shall be conducted on any lot of shall anything be done thereon which is or may become annoyance or nuisance within the property or any portion thereof. No animals, livestock or poultry of any kind shall be raised or bred or kept on any Lot. Dogs, cats or other household pets not to exceed a total of four (4) may be kept provided that they are not kept, bred or maintained for commercial purposes and further provided that all Owners shall comply with the applicable ordinances of the City of Keller. Any litters of household pets which would cause the total number of pets on any Lot to exceed four (4) must be sold or otherwise disposed of within six (6) months from the birth of any such litter so that the total number of pets shall not exceed four (4) after such six (6) month period.

8.14 Exterior Surfaces. The total exterior surface of all residential dwelling shall be constructed of not less than eighty percent (80%) brick, brick veneer, stone or stone veneer, or masonry or any combination thereof approved by the ACC. All chimneys shall be 100% brick, stone or other material approved by the ACC. All exterior surfaces especially any painted or



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stained wood surfaces, (including without limitation, garage doors) must be maintained in good condition installation of all types of exterior items and surfaces such as address numbers or external ornamentation, without limitation, garage doors) must be maintained in good condition. Installation of all types of exterior items and surfaces such as address number or external ornamentation, light, mail chutes, exterior paint or stain, shall be subject to the prior written approval of the ACC. The installation of solar panels shall be governed by the Association's Solar Policy. All windows which are visible from any residential street shall be covered with draperies or blinds within thirty (30) days after the date on which the main structure is occupied. Tin foil and newspaper windows coverings are expressly prohibited.

8.15 Antennas and Aerials. All television antennas and other antennas and aerials shall be located inside the attic or under the roof so as to be completely hidden from view. Satellite dishes shall not be permitted unless approved by the ACC. If the approval is given by the ACC the dish shall be screened from view from all public streets. Screening shall include either (8) foot fences, (if the ACC determines they are necessary) shrubs and trees. A rendering shall be submitted by the Owner to the ACC showing the proposed location of the dish and the screening around it. The ACC must be provided with brochures describing the color, material and height. No Towers shall be permitted.

8.16 Landscaping. Each residence shall be fully landscaped within ninety (90) days after the date on which the carpet has been installed in the residence. The landscaping of the front and side yards of each Lot shall be principally grass sod. In addition, each Owner shall install an adequate underground sprinkling system in the front and side yards of the Lot. The Owner shall keep the yard sufficiently watered to insure adequate growth of the grass. At least two (2) four (4) inch diameter oak trees or other trees approved by the ACC in writing shall be planted in the front yard area at the completion of construction of the residence. This requirement will be waived by the ACC if adequate existing trees are retained.

8.17 Retaining Walls. All retaining walls must have written approval from the ACC and the City of Keller, if required, before beginning construction. Retaining walls shall not be constructed of wood tie walls. Retaining walls which are more than twenty-four (24") inches tall shall be built of reinforced concrete and/or concrete block. Concrete block walls shall be reinforced, filled with concrete and have a brick or stone face. Retaining walls less twenty-four (24") inches tall do not require concrete or concrete block construction. However, brick or stone materials must be used. All retaining walls shall have weep holes placed at a maximum of ten (10') foot centers of the base of the wall to allow for proper drainage. The weep holes shall be constructed using at least one and one half (1 ½") inch PVC pipe.

8.18 Basketball Goals. Basketball goals, backboards and nets shall only be permitted in they are not visible from any street.

8.19 Gazebos, Greenhouses, Storage Sheds, Clotheslines, etc. No gazebo, greenhouse, storage shed, children's' playhouses, tree house, clothesline or other similar structure shall be erected, constructed or place upon any Lot without prior written approval by the ACC.



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8.20 Mail Boxes. All mail boxes shall be of a design approved prior to installation in writing by the ACC and shall comply with all applicable laws and ordinances and shall be constructed of the same masonry material as the front of the home in front of which it is located.

8.21 Pool Equipment. No pool may be erected, constructed or installed without the prior written consent of the ACC. Above-ground pools are expressly prohibited. All pool service equipment shall be fenced and located in either (a) a side yard between the front and the rear boundaries of the dwelling; or (b) in the rear yard; and shall not be visible from any residential street or alley or any Adjoining Lot.

8.22 Utility meters and Air-Conditioning Compressors. All utility meters, equipment, air-conditioning compressors, evaporative coolers and similar items must be located in areas designated by the ACC and must be screened from view as required by the ACC. No window unit air-conditioning systems shall be permitted on any home.

8.23 Drying of Clothes. The drying of clothes in public view is prohibited. The owners and occupants of any Lots at the intersections of streets or adjacent to parks, playgrounds, open spaces or other facilities where the rear yard is visible to public view shall construct a drying yard or other suitable enclosure to screen from public view the equipment which is indent to normal residences, such as clothes drying equipment, yard equipment and storage piles.

8.24 Parking. Owners, occupants and guests are encouraged to refrain from parking on the street. It is a hazard for children and cars. It is unsightly. Any tractor trailer, bus, boat, boat trailer, animal trailer, trailer, mobile home, motor home, campmobile, camper, or any motorized vehicle other than a conventional automobile shall be stored, placed or parked within the garage of the Owner or so as to be completely hidden from view.

## ARTICLE IX

### ARCHITECTURAL CONTROL COMMITTEE

9.01 Architectural Control Committee. The Board of Directors of the Association, in order to discharge its responsibility for insuring compliance with these covenants and restrictions, may appoint an Architectural Control Committee ("ACC") or may serve as such in its stead. The ACC may consist of five members. Each member of the ACC shall serve a term of three (3) years. The Board delegates to the ACC its duties and its power to perform same with respect to these covenants.

9.02 Duties of the Architectural Control Committee. The duties of the Architectural Control Committee shall be to review all plans and specifications for proposed improvements to every Lot in the addition and to examine them as to their conformity with the provisions of the Amended Declaration and the By-Laws and if found satisfactory, to approve same. The ACC shall exercise its discretionary authority with reasonableness and with the intention to maintain high quality, orderly and attractive development of the addition.



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9.03 Approval of Plans. No buildings, fence, wall, including but not limited to the seawall, terrace, deck or other structure shall be commenced, altered, erected or maintained, nor shall any addition, or change or alteration therein be made unless plans and specifications, plot plans and grading plans thereof, showing the location of such building, structure, or improvement or other information concerning the same which is satisfactory to the Association, shall have been submitted to and approved by the ACC and a copy of all such plans, specifications and other written information shall be left with the ACC after approval thereof by it.

9.04 Submissions. The ACC is authorized to request the submission of samples of proposed construction materials or colors of proposed exterior surfaces. The ACC in review of the plans so submitted shall take into account the following:

- (a) Quality of workmanship and materials;
- (b) Conformity and harmony of external design, color, texture, and height with existing structures;
- (c) Location with respect to topography, height and finished grad elevation;
- (d) Conformity to requirements of the agreement with the City of Keller, such as sidewalks; and
- (e) The other standards set forth within this instrument.

9.05 Procedure.

(a) The ACC shall adopt reasonable procedures for their review of the plans and specifications and shall require two complete sets of plans and specifications for any such proposed improvement, one copy of which is to be kept in a file maintained by the ACC for the ACC's use. The Board may, at its discretion, after the expiration of a reasonable period of time after the completion of the proposed improvement, dispose of its copy of such plans and specifications.

(b) Final plans and specifications shall be submitted in duplicate to the ACC for approval or disapproval. At such time as the plans and specifications are approved by the ACC, one copy will be retained by the ACC and the other-complete set of plans and specifications shall be marked "Approved" and returned to the Lot Owner.

(c) If such plans and specifications are found not to be in compliance with these covenants and restrictions, one set of such plans and specifications shall be marked "Disapproved" and returned to the Lot Owner, accompanied by a reasonable statement of items found not to comply with this First Amended Declaration, as amended,. One set of such disapproved plans and specifications shall be retained by the ACC. Any





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modification or change to the approved set of plans and specifications must again be submitted to the ACC for its inspection and approval.

(d)The ACC shall act promptly upon the plans and specifications submitted to it if the submission of the plans and specifications is in the proper form with the proper information. Approval or disapproval shall be in writing. If the ACC fails to take any action within twenty (20) days after receipt of a fully compliant and complete submission, then the submission shall be considered approved.

9.06 Indemnification. No member of the Board of Directors of the Association nor any member of the Architectural Control Committee shall be personally liable for any action taken, or not taken, in the performance of the duties and interpretation of this First Amended Declaration, as amended.

## ARTICLE X

### EASEMENTS

10.01 Utility Easements. Easements for installation, maintenance, repair and removal of utilities and drainage facilities over, under and access the Property are reserved as set forth in Section 8.08 above. Only utilities with easement rights shall have rights of ingress and egress at their easement areas for the installation, operation, maintenance, repair or removal of any utility together with the right to remove any obstruction that may be placed in such easement that would constitute interference with the user of such easement, or with the use, maintenance, operation or installation of such utility.

10.02 Ingress, Egress and Maintenance by the Association. The Association has the right of ingress and egress over the Common Properties for the purpose of maintaining the Common Properties in general and, specifically to maintain landscaping on the Common Properties. The Association shall also have the right of ingress and egress at all times over and upon the Property to maintain any landscaping easements located on Lots, including, but not limited to, Lots at the entryways or perimeter areas of the property. All Owners, in particular those whose lots have maintenance easements on them, agree not to remove, alter, change, as to, take from or vary any landscaping, fencing, brick work, sprinkling system, monuments, fountain or electrical system within the landscaping easement, open space or perimeter areas without prior consent of the ACC. In the event they do any of the above stated items they will be liable for the replacement and/or repair cost in rectifying the problem. Said cost may become a lien against their property in the event of non-payment.

10.03 Police Power Easement. With respect to the Common Properties and streets, easements and rights-of-way within the Property, the City of Keller and all other governmental agencies and authorities shall have full right of ingress, egress, regress and access for personal and emergency vehicles for maintenance, police and fire protection, drainage and other lawful police powers designed to promote the health, safety and general welfare of the residents within the Property.





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## ARTICLE XI

### GENERAL PROVISIONS

11.01 Registration with the Association. Each and every Owner shall have an affirmative duty and obligation to provide the Association, within fifteen (15) days after such Owner acquires one or more Lots and thereafter to revise and update, within fifteen (15) days after a material change has occurred, the following information:

- (a) The full name and address of the Owner;
- (b) The telephone number of each Owner;
- (c) The name, address and telephone numbers of people to contact in the event the Owners cannot be located and an emergency occurs; and
- (d) Such other information as may be reasonably requested from time to time by the Association.

11.02 Duration. This First Amended Declaration, as may be amended from time to time shall run with and encumber the land subject and shall inure to the benefit of the Association and its Directors, Officers, Employees and Agents and the Owners and their personal representatives, heirs, successors, and assigns, until January 1, 2050 after which time said First Amended Declaration, as amended, shall be automatically extended for two (2) successive periods of ten (10) years each unless not less than one hundred twenty (120) days prior to the end of the initial, first or second period, the Owners holding not less than seventy-five percent (75%) of the votes at a Regular or Special Meeting duly called and noticed decide to abolish or extend the then existing First Amended Declaration, as amended. In such event the President of the Board shall cause notice of such action to be filed in the Real Property Records of Tarrant County.

11.03 Amendments. Except as provided in Section 11.02 of this Article XI, the Amended Declaration, as then amended, may be further amended by the affirmative vote of sixty-seven percent (67%) of the voting. Any amendment must be reduced to writing and signed, certified and acknowledged by the President of the Association. Any amendment shall be filed in the Real Property Records of Tarrant County within one week of its adoption.

11.04 Enforcement. Enforcement of this First Amended Declaration, as amended, may be initiated by any Owner, the Board or by the City of Keller.

- (a) Enforcement may be by seeking injunctive relief, recovery of money damages or foreclosure of the Association's lien. Notwithstanding any provision to the contrary in this First Amended Declaration, as amended, the Association is not obligated to pursue



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enforcement of all violations but, instead, shall have the discretion to seek enforcement or to defer enforcement.

(b) Failure by the Association to pursue enforcement of any violation of this First Amended Declaration, as amended, shall in no event be deemed a waiver of the right to do so at a later date.

(c) In any litigation, administrative proceeding or arbitration arising, related to or in connection with enforcement of the provision of the First Amended Declaration, as amended, the prevailing party shall be entitled to recover reasonable and necessary attorney's fees, court costs, other costs incurred, including but not limited to reasonable compensation for the time devoted to the enforcement action by any Owner or any member of the Board of Directors and any other relief allowed by law from the non-prevailing party.

**11.05 Imposition of Violation Fines.** In the event that any person subject to the First Amended Declaration, as amended, violates its terms, is notified of such violation and fails to cure such violation within a reasonable time set by the Board, he shall be subject to a fine for each violation in an amount determined by the Board but not less than Twenty-five Dollars (\$25.00) and not more than Five Hundred Dollars (\$500.00) for every violation and for every day such violation continues. In addition to the fine(s), the Owner in default shall be responsible for paying the Association any costs including attorney's fees incurred in relationship to the violation.

**11.06 Rights of City of Keller.** Unless otherwise approved by seventy-five percent (75%) of the outstanding votes, the Association shall not by act or omission seek to abandon its obligations as established by this First Amended Declaration, as amended. However, in the event that:

(a) The Association dissolves and the Common Properties shall not be either (i) dedicated to and accepted by an appropriate municipal corporation, public agency, authority or utility or devoted to purposes as nearly as practicable the same as those to which such Common Properties were required to be devoted by the Association, or (ii) conveyed to another organization or entity which assumes all obligations imposed hereunder upon the Association to maintain said Common Properties; or

(b) The Association, its successors or assigns, shall fail or refuse to adequately maintain the appearance and condition of the Common Properties which it is obligated to maintain hereunder; then, in either such event, the City of Keller, Texas, shall have the right, but not the obligation, to assume the duty of performing all such maintenance obligations of the Association at any time after such dissolution, upon giving written notice to the Owners, or at any time after the expiration of twenty-one (21) days after receipt by the Association, its successors or assigns, of written notice specifying in detail the nature and extent of the failure to maintain without such failure for the cost of such maintenance, notwithstanding any other provisions contained in this



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First Amended Declaration, as amended, which assessment shall constitute a lien upon the Lot against which each assessment is made. During any period that the City of Keller assumes the obligation to maintain and care for the Common properties, the Association shall have no obligation or authority with respect to such maintenance. The right and authority of the City of Keller, to maintain the Common Properties shall cease and terminate when the Association, its successors or assigns, shall present to the City of Keller reasonable evidence of its willingness and ability to resume maintenance of the Common Properties. In the event the City of Keller assumes the duty of performing the maintenance obligations of the Association as provided herein, then the City of Keller assumes the duty of performing the maintenance obligations of the Association as provided herein, then the City of Keller, its agents, representatives and employees, shall have right of access, ingress and egress to and over the Common Properties for the purposes of maintaining, improving the preserving the same, and in no event, and under no circumstances, shall the City of Keller be liable to the Association or any Owner or their respective heirs, devisees, personal representatives, successors and assigns for negligent acts or construction (excluding, malfeasance and gross negligence) relating in any manner to maintaining, improving and preserving the Common Properties.

11.07 Severability. If any provision of the First Amended Declaration, as amended, is held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not be affected thereby.

11.08 Headings. The headings contained in this First Amended Declaration, as amended, are for reference purposes only and shall not in any way affect the meaning or interpretation of this First Amended Declaration, as amended,

11.09 Disputes. Matters of dispute or disagreement between Owners with respect to interpretation or application of this First Amended Declaration, as amended, or the Association Bylaws, shall be determined by the Board. The determination of the Board of Directors (absent arbitrary and capricious conduct or gross negligence) shall be final and binding upon all Owners.

11.10 Policies Adopted by the Board. The Policies adopted by the Board are set forth below. The actual policy is on file in the Real Property Records of Tarrant County or may be obtained from the Board. If and to the extent the policies conflict with any provision of the First Amended Declaration or any provision of the Texas Property Code, the order of precedence shall be, first, the Texas Property Code or any federal, state or local law; and secondly, the provisions of the First Amended Declaration. These policies shall be followed notwithstanding any prior practice of the Association.

(a) The Policies adopted are set forth below:



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Collection Policy  
Alternative Payment Plan  
Priority of the Application of Payments  
Records Inspection, Copying and Retention  
Solar Energy Device and Energy Efficiency Roofing  
Rain Barrel or Rainwater Harvesting Systems  
Flag Display and Flagpole Installation  
Display of Religious Symbols

(b) If and to the extent the Policies do not provide sufficient information to resolve any matter subject to the policy, then clarification shall first be by reference to the applicable provisions of the Texas Property Code, applicable federal, state or local law and then the First Amended Declaration shall supplement, define and clarify each policy.

(c) The Policies may be amended from time to time. If amended, the amendments or amended policy will be filed of record in the Tarrant County Real Property Records and shall be available from the Association.

11.11 Drainage. Failure to comply with the provisions of the master drainage plan on the recorded plat shall constitute a violation of this First Amended Declaration, as amended, and shall be subject to all the remedies provided for herein.

**CERTIFICATION**

STATE OF TEXAS           §  
  §  
COUNTY OF TARRANT   §

I, Michael L. Sullivan, President of The Courts of Canterbury Forest Homeowners Association, Inc., a Texas Non-Profit Corporation, personally certify that the First Amended and Restated Declaration of Covenants, Conditions and Restrictions for The Courts of Canterbury Forest, an Addition to the City of Keller, Tarrant County, Texas set forth above and Exhibit 'A' attached to it were duly adopted by the Owners at a Special Meeting of the Owners held on the 7<sup>th</sup> day of December, 2016.

Michael L. Sullivan, President



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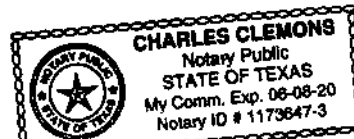
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Date: 5/3/17

**ACKNOWLEDGEMENT**

STATE OF TEXAS §  
COUNTY OF TARRANT §



On this 3rd day of May, 2017, Michael L. Sullivan, President of The Courts of Canterbury Forest Homeowners Association, Inc., a Texas Non-Profit Corporation, whom I identified by examining his Texas Driver's License, appeared before the undersigned authority and acknowledged that he signed the foregoing Certification on behalf of said Non-Profit Corporation for the purposes and consideration set forth therein.

11310.45001/423151

[Signature]  
Notary Public, State of Texas

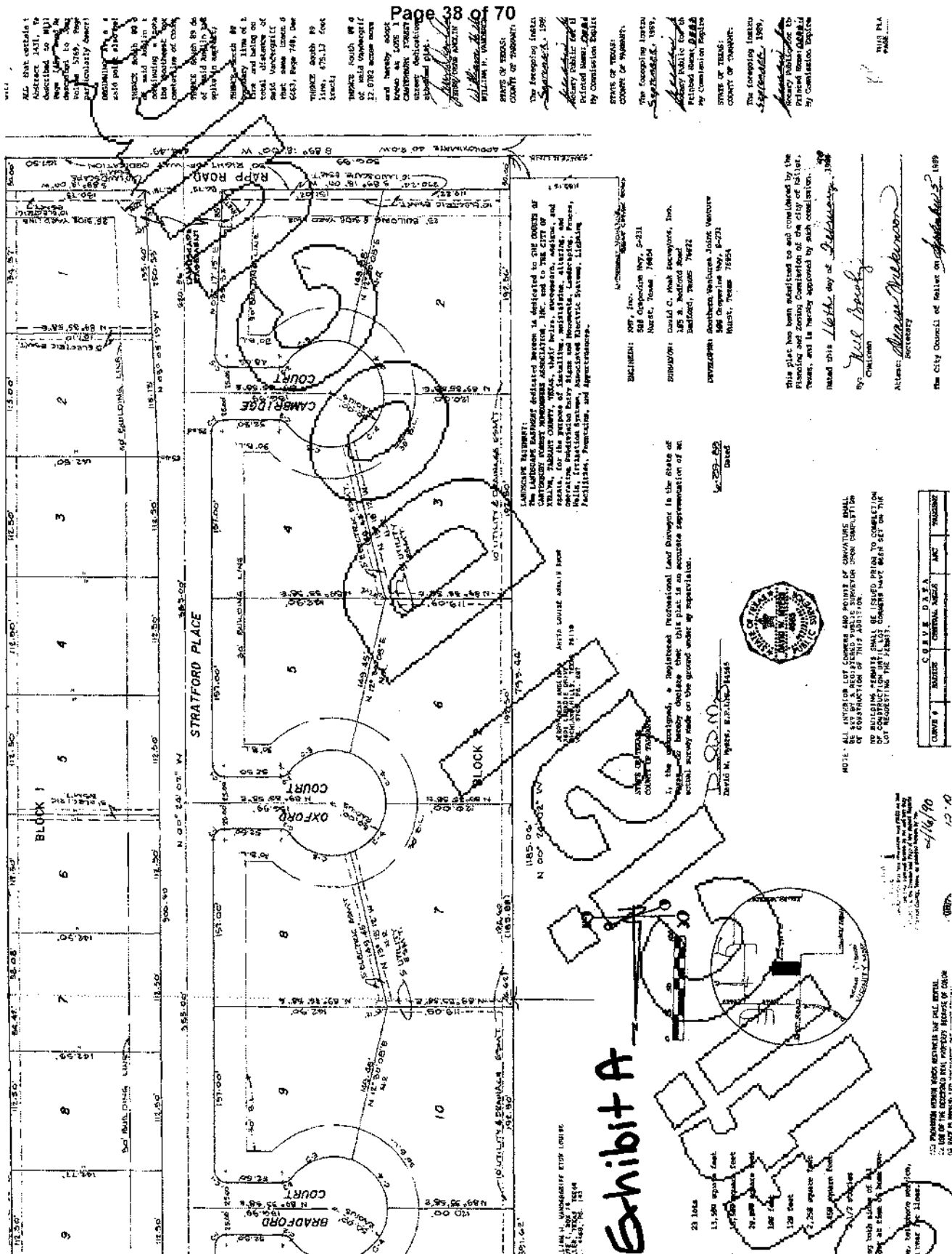




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2683

David C. Meak, R.P.L.S.  
Registered Professional Land Surveyor

- Acreage
- Topography
- Subdivisions
- Loan Surveys
- Investigative Surveys
- Construction Layout

Texas - Arizona - Nevada

David C. Meak, R.P.L.S.  
Consultant  
David W. Myers, R.P.L.S.  
President

THE COURTS OF CAMBERN FOREST II

Continued

TRACE North 89 degrees 57 minutes 57 seconds West with the South boundary line of said Westbrook tract, 1353.59 feet to a capped steel rod stamped "T-Meak 895 135" at the Southeast corner of said Westbrook tract, recorded in Volume 686 on Page 722, Deed Records, Tarrant County, Texas.

TRACE North 03 degrees 30 minutes 29 seconds West with the West boundary line of said Westbrook tract and generally between two fences, 193.22 feet to a steel rod;

TRACE North 89 degrees 33 minutes 18 seconds West with the South boundary line of said Westbrook tract, recorded in Volume 617 on Page 9 and generally between two fences, 158.18 feet to a steel rod on the East right-of-way line of Bear Creek Road - County Road 406;

TRACE North 00 degrees 26 minutes 45 seconds West with the West boundary line of said Westbrook tract and said East right-of-way line, 348.13 feet to a capped steel rod stamped "D.C. Meak 002 356" at the Northwest corner of said tract;

TRACE North 89 degrees 01 minutes 13 seconds East with the North boundary line of said tract, 1665.70 feet to a steel rod at the Northeast corner of said tract;

TRACE South 00 degrees 23 minutes 46 seconds East with the East boundary line of said tract, 456.34 feet to the place of beginning and containing 26.738 acres, more or less, asurveyed by David C. Meak Surveyors, Inc. in the month of May, 1989.

Exhibit A

Page 2 of 3

105-B Bedford Rd. • Bedford, Texas 76022 • Metro (817) 268-2111 • Fax (817) 262-0401

Member: Texas Society of Professional Surveyors & National College of Surveying & Mapping

1073  
1192130876  
A1074

- Acreage
- Topography
- Subdivisions
- Loan Surveys
- Investigative Surveys
- Construction Layout

Texas - Nevada

THE COURTS OF CAMBERN FOREST II

TRAMP PRINCIPALS:

of Tri-West Enterprises, Inc., Managing a F. Short, President of Turn-Key Custom described property to wit:

located in the W.D. Slaughter Survey, not being those same tracts described to be in Volume 6463 on Page 746, Volume 724, and Volume 5626 on Page 810, Deed 14, Block 1, The Courts of Cambern Forest II, Tarrant County, Texas as recorded in Tarrant County, Texas and being more as follows:

the East corner of said Westbrook tract is point also being the Northeast corner of that same tract described to William in Volume 4468 on Page 145, Deed Records.

seconds East with the East boundary line rod at the Southeast corner of said lot

seconds West with the South boundary line rod at the Southwest corner of said lot of-way line of Stratford, above (a 50.00

seconds West with the West boundary line -of-way line, 111.00 feet to a steel rod

of 3

12 • Metro (817) 268-2111 • Fax (817) 262-0401

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David C. Meak, R.P.L.S.  
Registered Professional Land Surveyor  
Tri-West Enterprises, Inc., Managing Partner  
Douglas H. Gilliland, President

STATE OF TEXAS:  
COUNTY OF TARRANT:

The foregoing instrument was acknowledged to me by DOUGLAS H. GILLILAND, President of Tri-West Enterprises, Inc.

My Commission Expires: 5-23-22

STATE OF TEXAS:  
COUNTY OF TARRANT:

The foregoing instrument was acknowledged to me by SUE E. SWEET, President of Turn-Key

My Commission Expires: 5-23-22





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# Exhibit B

## Official Notice of Annual Meeting

The Courts of Canterbury Forest Homeowners Association Board invites you to the 2016 Annual Meeting.

Date: Wednesday, December 7, 2016

Time: 7:00pm (6:30pm will be a Pre-Meeting to give an overview of the changes to the documents)

Location: Keller Public Library, 640 Johnson Road, Keller, TX, 7248

### Agenda:

1. Roll Call;
2. Proof of Notice of Meeting or waiver of notice;
3. Reading of minutes;
4. Reports of officers;
5. Reports of committees;
6. Unfinished Business
7. New Business
  - a. Approval of legal documents
    - i. Covenants & Restrictions
    - ii. Bylaws
    - iii. Additional Legal Documents
  - b. Elections
8. Adjournment.

If you have any questions about this meeting please contact any of the board members listed below

President:	Michael Sullivan	sully0705@gmail.com
Vice President:	Brian Himpelmann	bhimpel@aol.com
Director	Jeff Clawson	jclawson@redhat.com
Treasurer:	Kevin Grimes	kgrimestexas@msn.com
Secretary/Landscape:	Caroline Sherman	caroreader@aol.com



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**Courts of Canterbury Forest Annual Meeting**

**Wednesday, December 7<sup>th</sup>, 2016**

Location: Keller Public Library, 640 Johnson Road, Keller, TX, 76248

Homeowner Voting Record

\*Approving the changes/amendments to Courts of Canterbury Forest Homeowners Association Covenants & Restrictions & Bylaws/Legal Documents

<u>Homeowner Name (Print)</u>	<u>Street Address</u>	<u>Signature</u>	<u>YES</u>	<u>NO</u>
<u>E H BARRS</u>	<u>1015 STRAFFORD</u>	<u>E H Barrs</u>	<u>✓</u>	<u>—</u>
<u>Sarah Dang</u>	<u>1061 Canterbury Ln</u>	<u>Sarah Dang</u>	<u>✓</u>	<u>—</u>
<u>Jodi Franke</u>	<u>1025 CAMBRIDGE CT</u>	<u>Jodi Franke</u>	<u>✓</u>	<u>—</u>
<u>Yvonne Floyd</u>	<u>1012 Lark Hall Ln</u>	<u>Yvonne Floyd</u>	<u>✓</u>	<u>—</u>
<u>Chris Zenich</u>	<u>954 CANTERBURY LN</u>	<u>Chris Zenich</u>	<u>✓</u>	<u>—</u>
<u>Tracy Williams</u>	<u>1035 Oxford Ct.</u>	<u>Tracy Williams</u>	<u>✓</u>	<u>—</u>
<u>Carrie Clawson</u>	<u>1009 Avebury Ct.</u>	<u>Carrie Clawson</u>	<u>✓</u>	<u>—</u>
<u>Aaron Schwitzer</u>	<u>1051 Canterbury Ln</u>	<u>Aaron Schwitzer</u>	<u>✓</u>	<u>—</u>
<u>Michael Sullivan</u>	<u>1008 PROCTOR CT</u>	<u>Michael Sullivan</u>	<u>✓</u>	<u>—</u>
<u>Alicia Schmitt</u>	<u>1008 PROCTOR CT</u>	<u>Alicia Schmitt</u>	<u>✓</u>	<u>—</u>







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EXHIBIT "B"

Courts of Canterbury Forest Homeowners Association Inc.

PROXY FORM

Proxy Form

One homeowner per lot may vote on Association business. Any homeowner wishing to vote by proxy must complete this form. This form may be given to a neighbor who will attend or to any current Board Member any time prior to the Annual Meeting which will be held on Wednesday, December 7. There will be a box at the front door of 1034 Canterbury for completed proxies. Proxy Forms received after the meeting will not be accepted.

Your (Homeowner) Name:

Richard Nelson & Bonnie Nelson

Your Address:

901 Canterbury Lane

Check only ONE of the following

☐ I assign \_\_\_\_\_ the authority to vote on my behalf regarding Association matters.

☒ I assign the Courts of Canterbury Forest Homeowners Association Inc Board of Directors the authority to vote on my behalf regarding Association matters.

Your Signature:

Richard Nelson Bonnie Nelson

Date: 12/4/16



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EXHIBIT  
"B"

Courts of Canterbury Forest Homeowners Association Inc.

PROXY FORM

Proxy Form

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Your (Homeowner) Name:

Ricardo and Lynda-Ross Vega

Your Address:

1040 Oxford Ct

Check only ONE of the following

☐ I assign \_\_\_\_\_ the authority to vote on my behalf regarding Association matters.

☒ I assign the Courts of Canterbury Forest Homeowners Association Inc Board of Directors the authority to vote on my behalf regarding Association matters. during the 2016 Annual Meeting.

Your Signature:

Lynda-Ross Vega

Date: 12/4/16



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**BYLAWS OF  
THE COURTS OF CANTERBURY FOREST  
HOMEOWNERS ASSOCIATION, INC.  
(a Texas Non-Profit Corporation)**

**ARTICLE I**

1.01 Definitions. The definitions in the FIRST AMENDED AND RESTATED DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTION FOR THE COURTS OF CANTERBURY FOREST ("First Amended Declaration") recorded as Instrument No. 2217098804 on the 3rd day of MAY, 2017 in the Real Property Records of Tarrant County, Texas (the "First Amended Declaration") shall have the same meaning in these Bylaws.

**ARTICLE II**

2.01 Name. The name of this corporation shall be THE COURTS OF CANTERBURY FOREST HOMEOWNERS ASSOCIATION, INC. (hereinafter called the "Association").

**ARTICLE III**

**OFFICES**

3.01 Principal Office. The principal office of the Association shall be as designated with the Secretary of State of the State of Texas, as it may be changed from time to time.

3.02 Other Offices. The Association's offices shall be in Tarrant County and no further than five (5) miles from any entrance into The Courts of Canterbury Forest ("The Courts"). The Association may, so long as they are not outside of the above geographic area, may have other offices as the Board of Directors may from time to time choose. All Members must be notified of the location of the current and any future offices.

**ARTICLE IV**

**ASSOCIATION RESPONSIBILITIES AND  
MEETINGS OF MEMBERS**

4.01 Association Responsibilities. The Members shall elect a Board of Directors which will have the responsibilities of administering and enforcing the covenants, conditions and



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restrictions contained in the First Amended Declaration, including the collection and disbursement of charges and assessments created therein through a Board of Directors.

4.02 Place of Meeting. Meetings of the Association shall be held at such suitable place, no further than five (5) miles from any entrance to The Courts. At such meetings there shall be elected by ballot of the Members of Board of Directors in accordance with the requirements of Paragraph 5 of Article V of these Bylaws. The Members may also transact such other business of the Association as may properly come before them.

4.03 Annual Meetings. The annual meeting of Members shall be held in the month of October each year beginning at 7:00 p.m. Members shall be provided notice of the meeting as provided herein. At such meetings, among other agenda items, there will be the election of individuals to the Board of Directors as necessary to fill any vacancies. Individuals to serve on the Board shall be elected by a simple majority of the Members. The Members may also transact such other business of the Association as may properly come before them.

4.04 Special Meetings. It shall be the duty of the President to call a special meeting of the Members as directed by resolution of the Board of Directors *sua sponte* or upon the written request of a member of the Board or upon the written request of Members holding at least twenty-five percent (25%) of the votes of the membership. The notice of any special meeting shall state the time and place of such meeting and the purpose thereof. No business except as stated in the notice shall be transacted at a special meeting. Any meeting to be held at the request of the Members shall be held within thirty (30) days after receipt by the President of such resolution or petition.

4.05 Notice of Meetings. It shall be the duty of the Secretary or Assistant Secretary of the Association to notify each Member by regular first class mail or, with consent of the Member, via email to the latest mailing address or email address appearing in the Association's records. The notice shall state the purpose thereof as well as the day, hour and place it is to be held, to each member entitled to vote at such meeting, at least fifteen (15) days, but no more than thirty (30) days prior to such meeting. The mailing or emailing of a notice in the manner provided in this paragraph shall be considered notice served at the time the notice is placed in the U.S. Mail or is sent via email. Members may waive notice at such meeting by a form reasonably acceptable to the Board.

4.06 Quorum. The presence at the meeting of members entitled to cast, or a proxy entitled to cast, one-tenth (1/10) of the votes shall constitute a quorum for any action except as otherwise provided within the Articles of Incorporation, as amended, the First Amended Declaration, or the Bylaws. If, however, such quorum shall not be present or represented at any meeting, the Members present and entitled to vote thereat shall have the power to adjourn the meeting from time to time, upon notice to the Members, until a quorum as aforesaid shall be present or be represented.

4.07 Proxies. At all meetings of Members, each member may vote in person or by proxy. All proxies shall be in writing and filed with the Secretary. Every proxy shall be revocable and shall automatically cease at such time as the Member no longer owns any Lot.





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4.08 Order of Business. The order of business at all meetings of the Members shall be as follows:

- (a) Reading of the notice of meeting or waivers of notice;
- (b) Roll call and certifying of proxies;
- (c) Approval of the minutes of the last meeting;
- (d) Reports of the Board of Directors;
- (e) Reports of Officers;
- (f) Reports of Committees;
- (g) At annual meetings, election of directors;
- (h) Unfinished business;
- (i) New business; and
- (j) Adjournment.

## ARTICLE V

### BOARD OF DIRECTORS

5.01 Number and Qualification. There shall be five (5) directors to the Board of Directors each of whom shall serve until their successors have been duly elected and qualified.

5.02 Powers and Duties. The Board of Directors shall have the powers and duties necessary for the administration of the affairs of the Association and for the operation and maintenance of the Property in keeping with the character and quality of the area in which they are located. The Board of Directors may do all such acts and things except as by law or by these Bylaws or by the First Amended Declaration may not be delegated to the Board of Directors.

5.03 Election and Term of Office. The term of office of the Directors shall be fixed at two (2) years. The terms of three (3) Directors shall overlap the terms of the other two (2) Directors so that, absent removal or resignation, at any meeting at least three or at least two shall have served for one year.

5.04 Vacancies. Vacancies in the Board of Directors by any reason other than the removal of a Director by a vote of the Association, shall be filled by a vote of the majority of the remaining Directors, even though they may constitute less than a quorum; and each person so elected shall be a Director until the end of his term or when a successor is elected.



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5.05 Removal of Directors. At any annual or special meeting of the Association duly called, any one or more of the Directors may be removed with or without cause by a majority of members entitled to vote, and a successor may then and there be elected to fill the vacancy thus created. Any Director whose removal has been proposed by the Members shall be given an opportunity to be heard at the meeting.

5.06 Annual Meeting. The annual meeting of the Directors shall be held immediately following the annual meeting of the Members.

5.07 Regular Meetings. Regular meetings of the Board of Directors may be held at such time and place as shall be determined, from time to time, by a majority of the Directors. Notice of date, place and time of regular meetings of the Board of Directors shall be given to each Director, personally, by mail or by email at least five (5) days prior to the day of such meeting.

5.08 Special Meetings. Special meetings of the Board of Directors may be called by the President or any Director on five (5) days' notice to each Director, given personally, by mail or by email which notice shall state date, time, place and purpose of the meeting.

5.09 Waiver of Notice. Before or at any meeting of the Board of Directors, any Director may, in writing, waive notice of such meeting and such waiver shall be deemed equivalent to the giving of such notice. Attendance by a Director at any meeting of the Board shall be a waiver of notice by him of the time and place thereof. If all the Directors are present at any meeting of the Board, no notice shall be required and any business may be transacted at such meeting.

5.10 Board of Directors' Quorum. At all meetings of the Board of Directors, a majority of the Directors shall constitute a quorum for the transaction of business, and the acts of the majority of the Directors present at a meeting at which a quorum is present shall be the acts of the Board of Directors. If, at any meeting of the Board of Directors, there be less than a quorum present, the majority of those present may adjourn the meeting from time to time. Notice of the adjournment and the date, time and place of the subsequent meeting shall be given to those Directors who did not attend the first meeting. At any such adjourned meeting, any business which might have been transacted at the meeting as originally called may be transacted without further notice.

5.11 Compensation. No member of the Board of Directors shall receive any compensation for acting as such.

5.12 Action Taken Without a Meeting. By written, unanimous agreement, the Directors shall have the right to take any action in the absence of a meeting which they could take at any meeting by obtaining the written approval of all the Directors. Any such action shall have the same effect as though taken at a meeting of the Directors.

5.14 Nomination and Election of Directors. 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 or more members of the Association. The Nominating Committee shall be appointed by the Board of Directors prior to each annual



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meeting of the Members, to serve from the close of such annual meeting until the close of the next annual meeting and such appointment shall be announced at each annual meeting. The Nominating Committee shall make as many nominations for election to the Board of Directors as it shall in its discretion determine, but not less than the number of vacancies that are to be filled. Such nominations may be made from among Members or non-Members.

5.15 Resolution of Disputes. In the event of any dispute or disagreement between any Members relating to the Property, including but not limited to, The Lots and the Common Properties, or any questions of interpretation or application of the provisions of the First Amended Declaration, Articles of Incorporation, as amended, or these Bylaws, such dispute or disagreement shall be submitted to the Board. The determination of such dispute or disagreement by the Board shall be correct as a rebuttable presumption binding on each and all such members, subject to the right of Members to seek other remedies provided by the law after such determination by the Board.

## ARTICLE VI

### OFFICERS

6.01 Designation. The officers of the Association shall be a President, a Vice President, a Secretary, and a Treasurer, all of whom shall be elected by the Board of Directors, and such assistant officers as the Board of Directors shall, from time to time, elect. Such officers need not be members of the Board of Directors but must be Members. The office of President and Treasurer may be held by the same person, and the office of Vice President and Secretary or Assistant Secretary may be held by the same person.

6.02 Election of Officers. The officers of the Association shall be elected annually by the Board of Directors at the annual meeting of the Board of Directors immediately following the annual meeting of the Members. The officers so elected shall serve at the discretion of the Board.

6.03 Resignation and Removal of Officers. Upon an affirmative vote of a majority of the members of the Board of Directors, any officer may be removed at any time for cause or for no cause until their successor is elected at any regular meeting of the Board of Directors, or at any special meeting of the Board of Directors called for such purpose. Any officer may resign at any time by giving written notice to the Board of Directors. Such resignation shall take effect on the date of receipt of such notice or at any later time specified therein such later time not to be longer than thirty (30) days following the notice. The acceptance of such resignation shall not be necessary to make it effective.

6.04 Vacancies. A vacancy in any office's position may be filled by appointment by the Board of Directors. The officer appointed to such vacancy shall serve for the remainder of the term of the officer he replaces or until his successor is elected.

6.05 President. The President shall be the chief executive officer of the Association. He shall preside at all meetings of the Association. He shall have all of the general powers and duties which are usually vested in the office of president of an association, including but not



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limited to the power to appoint committees from among the Members from time to time as he may in his discretion decide is appropriate to assist in the conduct of the affairs of the Association or as may be established by the Board or by the Members of the Association at any annual or special meetings.

6.06 Vice President. The Vice President shall have all the powers and authority and perform all the functions and duties of the President, in the absence of the President or his inability for any reason to exercise such powers and functions or perform such duties, and also perform any duties he is directed to perform by the President.

6.07 Secretary. The Secretary shall keep all the minutes of the meeting of the Board of Directors and the minutes of all meetings of the Association; he shall have charge of such books and papers as the Board of Directors may direct; and he shall, in general, perform all the duties incident to the office of Secretary and as is provided in the First Amended Declaration and these Bylaws.

(a) The Secretary shall compile and keep up to date at the principal office of the Association a complete list of Members and their last known addresses as shown on the records of the Association. Such list shall be open to inspection by Members and other persons lawfully entitled to inspect the same as provided in the Association's Records Inspection, Copying and Retention Policy.

6.08 Assistant Secretary. The Assistant Secretary, if any, shall have all the powers and authority to perform all the functions and duties of the Secretary in the absence of the Secretary or in the event the Secretary's inability for any reason to exercise such powers and functions or to perform such duties, and also to perform any duties he is directed to perform by the Secretary.

6.09 Treasurer. The Treasurer shall have responsibility for Association funds and shall be responsible for keeping full and accurate accounts of all receipts and disbursements in books belonging to the Association. He shall be responsible for the deposit of all monies and other valuable effects in the name and to the credit of the Association in such depositories as may from time to time be designated by the Board of Directors.

## ARTICLE VII

### INDEMNIFICATION OF OFFICERS AND DIRECTORS

#### 7.01 Indemnification.

(A) The Association shall indemnify, to the extent provided in the following paragraphs, any person who is or was a director, officer, agent, or employee of the Association. In the event the provisions of indemnification set forth below are more restrictive than the provisions of indemnification allowed by Chapter 21 of the Business Organizations Code (the "Code"), then such persons named above shall be indemnified to the full extent permitted by the Act as it may exist from time to time.



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(B) In case of a threatened or pending suit, action, or proceeding (whether civil, criminal, administrative, or investigative), against a person named in paragraph (A) above by reason of such person's holding a position named in such paragraph (A), the Association shall indemnify such person, if such person satisfies the standard contained in paragraph (C), for amounts actually and reasonably incurred by such person in connection with the defense or settlement of the suit as expenses (including court costs and attorneys' fees), amounts paid in settlement, judgments, penalties (including excise and similar taxes), and fines.

(C) A person named in Paragraph (A) above will be indemnified only if it is determined in accordance with Paragraph (D) below that such person:

- (1) acted in good faith in the transaction which is the subject of the suit; and
- (2) reasonably believed:
  - (a) if acting in his or her official capacity as director, officer, agent or employee of the Association, that his or her conduct was in the best interests of the Association; and
  - (b) in all other cases, that his or her conduct was not opposed to the best interests of the Association; and

(D) The termination of a proceeding by judgment, order, settlement, conviction, or upon a plea of nolo contendere or its equivalent will not, of itself, create an irrefutable presumption that such person failed to satisfy the standard contained in this Article VII.

(E) A determination that the standard of paragraph (C) above has been satisfied must be made:

- (1) by a majority vote of a quorum consisting of Directors who at the time of the vote are not named defendants or respondents in the proceeding.

(F) Determination as to reasonableness of expenses must be made in the same manner as the determination that indemnification is permissible.

(G) The Association may reimburse or pay in advance any reasonable expenses (including court costs and attorneys' fees) which may become subject to indemnification only after the Director being indemnified (i) signs a written sworn statement of his good faith belief that he has met the standard of conduct necessary for indemnification under paragraph (C), and (ii) undertakes in writing to repay such advances if it is ultimately determined that such person is not entitled to indemnification by the Association. The written undertaking required by this paragraph must be an unlimited general obligation of the person but need not be secured.





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(H) The indemnification provided by paragraphs (A) through (E) above will not be exclusive of any other rights to which a person may be entitled by law, bylaw, agreement, vote of Members or disinterested Directors, or otherwise.

(I) The indemnification and advance payment provided by paragraphs (A) through (F) above will continue as to a person who has ceased to hold a position named in paragraph (A) above and will inure to such person's heirs, executors, and administrators.

(J) Indemnification payments and advance payments made under paragraphs (A) through (I) above are to be reported in writing to the members of the Association at the next annual meeting, special meeting or within twelve months, whichever is sooner.

(K) All liability, loss, damage, cost and expense incurred or suffered by the Association by reason of or arising out of or in connection with the foregoing indemnification provisions shall be treated and handled by the Association as an expense subject to Special Group Assessments.

(L) The Board of Directors, Officers, or representatives of the Association shall enter contracts or other commitments as agents for the Association, and they shall have no personal liability for any such contract or commitment.

#### 7.02 Interested Directors and Officers

(A) If paragraph (B) below is satisfied, no contract or transaction between the Association and any of its Directors or officers (or any other corporation, partnership, association, or other organization in which any of them directly or indirectly have a financial interest) shall be void or voidable solely because of this relationship or because of the presence of participation of such director or officer at the meeting of the board or committee thereof authorizing such contract or transaction, or because such person's votes are counted for such purpose.

(B) Paragraph (A) above will apply only if:

(1) The contract or transaction is fair to the Association as of the time it is authorized, approved or ratified by the Board of Directors, a committee of the Board, or the members; or

(2) The material facts as to the relationship or interest of each such Director or officer as to the contract or transaction are known or disclosed to the Board of Directors or a committee of the Board and the Board or Committee nevertheless in good faith and authorizes or ratifies the contract or transaction by a majority of the disinterested Directors present, each such interested Director to



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be counted in determining whether a quorum is present but not in calculating the majority necessary to carry the vote.

#### ARTICLE VIII

##### AMENDMENTS TO BYLAWS, CONFLICTS BETWEEN DOCUMENTS

8.01 Amendment to Bylaws. These Bylaws may be amended at a regular or special meeting of the Members by a vote of a majority of a quorum of Members present in person or by proxy.

8.02 Conflicts Between Documents. In the case of any conflict between the Articles of Incorporation, as amended, and these Bylaws, the Articles shall control; and in the case of any conflict between the First Amended Declaration and these Bylaws, the First Amended Declaration shall control.

#### ARTICLE IX

##### EVIDENCE OF OWNERSHIP, REGISTRATION OF MAILING ADDRESS

9.01 Mailing Address: The Owner or several Owners of a Lot shall have one and the same mailing address or email address to be used by the Association for mailing or emailing of monthly statements, notices, demands and all other communications, and such addresses shall be the only addresses of a person or persons to be used by the Association. Members may change the addresses by written notice of a change of the address signed by all Owners of a Lot.

#### ARTICLE X

##### BOOKS AND RECORDS

10.01 Books and Records. The books, records and papers of the Association shall at all times, during reasonable business hours, be subject to inspection by any Member as provided in the Association's Records Inspection, Copying and Retention Policy.

#### ARTICLE XI

##### NON-PROFIT ASSOCIATION



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11.01 Non-Profit Association. This Association is not organized for profit. No Member, Director, Officer or Member may profit from the operation thereof, and in no event shall any part of the funds or assets of the Association be paid as salary or compensation to, or distributed to, or inure to the benefit of any Director, Officer or Member; provided, however, always (1) that reasonable compensation may be paid to any Member, Director or Officer while acting as an agent or employee of the Association for services rendered in effecting one or more of the purposes of the Association, and (2) that any Member, Director or Officer may, from time to time, be reimbursed for his actual and reasonable expenses incurred in connection with the administration of the affairs of the Association.

## ARTICLE XII

### EXECUTION OF DOCUMENTS

12.01 Execution of Documents. The persons who shall be authorized to execute any and all contracts, documents, instruments or conveyance or encumbrances, including promissory notes, shall be two: the President or any Vice President, and the Secretary or any Assistant Secretary of the Association.

## ARTICLE XIII

### CONFLICTING OR INVALID PROVISIONS

13.01 Conflicting or Invalid Provisions. Notwithstanding anything contained herein to the contrary, should all or part of any Article of these Bylaws be in conflict with the provisions of the Texas Property Code, the Texas Non-Profit Corporation Act, the First Amended Declaration or any other State, Federal or Local law, such law or the First Amended Declaration shall control; and should any part of these Bylaws be invalid or inoperative for any reason, the remaining parts, so far as is possible and is reasonable, shall be valid and operative.

## ARTICLE XIV

### NOTICES

14.01 Notices. All notices to Members of the Association shall be given by delivering the same to each Owner in person or by depositing the notices in the U.S. Mail, postage prepaid, addressed to each Owner at the mailing address or emailed, upon consent, to the email address last given by each Owner to the Secretary of the Association. If an Owner shall fail to give an address to the Secretary for mailing or emailing of such notices, all such notices shall be sent to the street address of the Lot of such Owner, and all Owners shall be deemed to have been given notice of the meetings upon placing the notice in the U. S. Postal Service irrespective of the actual receipt of the notices by the Owners.



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## ARTICLE XV

### MISCELLANEOUS

15.01 Fiscal Year. The fiscal year of the Association shall be the calendar year.

IN WITNESS WHEREOF, we being the Directors of The Courts of Canterbury Forest Homeowners Association, Inc., hereby adopt the foregoing Bylaws for the Association as of the 7<sup>th</sup> day of December, 2016.

Michael H. Sullivan - President

B. Anglin - Vice President

Caroline Sherman - Secretary

X [Signature] - Treasurer

### CERTIFICATION

I, CAROLINE SHERMAN, do hereby certify:

That I am the duly elected and acting Secretary of The Courts of Canterbury Forest Homeowners Association, Inc. a Texas non-profit corporation, and,

That the foregoing amended Bylaws were duly adopted at a meeting of the Board of Directors held on the 7<sup>th</sup> day of December, 2016.

Caroline Sherman  
Secretary



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EXHIBIT "C"

**THE COURTS OF CANTERBURY FOREST HOMEOWNERS ASSOCIATION, INC.,  
A TEXAS NON-PROFIT CORPORATION**

**ADOPTION OF CERTAIN POLICIES**

Pursuant to the authority granted the Board of Directors of The Courts of Canterbury Forest Homeowners Association, Inc. by the First Amended and Restated Declaration of Covenants, Conditions and Restrictions for The Courts of Canterbury Forest, an Addition to the City of Keller, Tarrant County, Texas (the "First Amended Declaration"), the Board of Directors has adopted this Policy.

These policies supersede any provisions to the contrary in any other Dedicatory Instrument regulating the Association and will apply notwithstanding any prior practice of the Association. If and to the extent any of these policies conflict with the provisions of Chapter 202, Texas Property Code, the provisions of Chapter 202 shall control.

The Policies adopted are set forth in detail below and are policies governing the following:

Collection Policy

Alternative Payment Plan

Priority of the Application of Payments

Records Inspection, Copying and Retention

Solar Energy Device and Energy Efficiency Roofing

Rain Barrel or Rainwater Harvesting Systems

Flag Display and Flagpole Installation

Display of Religious Symbols

These policies are set forth in detail below. If and to the extent they do not provide sufficient information to resolve any matter subject to the policy, then the applicable provisions of the Texas Property Code shall supplement, define and clarify each policy. Furthermore, any conflicting provision of Chapter 202, Texas Property Code shall take precedence over this and other policies which may be amended from time to time. If amended, the amendments or amended policy will be filed of record in the Tarrant County Real Property Records.





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#### COLLECTION POLICY

In the Event any assessment payment is not paid within Thirty (30) days after its due date, it will be considered delinquent. The Association's policy regarding the collection of delinquent amounts and the procedure it will follow will be as follows:

1. If the amount is \$10.00 or more, a delinquency notice will be sent to the owner to the owner's address of record requesting payment. If the delinquency continues, a \$25.00 late fee will be charged for each delinquent amount and interest on the delinquent amounts will accrue until the delinquent account has been brought current.

2. In the event an account becomes more than Sixty (60) days past due, the Association will send a final notice via certified mail to the owner's address of record to give the Owner one last opportunity to pay the balance in full or enter into the Association's Alternative Pay Plan.

3. In the event an account becomes more than Ninety (90) days past due and the delinquent Owner either will not participate in the Alternative Payment Policy or defaults under the Alternative Pay Plan, the Association may employ legal counsel. Depending on the Board's assessment of the delinquency and the legal advice it is given, the Association may have its legal counsel take such actions as are lawful to collect the account which actions may include but not be limited to any one or more of the following: (1) send a demand letter; (2) file a notice of the Assessment lien on the owner's lot in the Tarrant County Real Property Records; (3) if required, notify all those holding voluntary liens secured by the Owner's Lot that the Association has filed a Notice of Assessment Lien; (4) file a request for an order to proceed with an expedited foreclosure in a state with the District Court; (5) file a notice of sale and foreclose on the lien; and (6) take all actions in equity and law to collect such debt, in accordance with State law. All costs associated with the preceding will be assessed against each individual delinquent Owner and will be secured by a lien on the Owner's Lot, if and as allowed by law or the Declaration. Except as noted, the fees and costs set forth below are expected to be the minimum fee or cost for pursuing collection through the legal process.

- (a) Demand Letter - \$175.00
- (b) Title Report - \$150.00
- (c) Letter to lien holders (if required) - \$150.00
- (d) Filing a Notice of Assessment Lien - \$250.00 plus filing fees
- (e) Filing a Release of Assessment Lien (if all amounts plus this fee have been paid - \$150.00



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(f) File Request for Order on Expedited Foreclosure - not less than \$1,000.00 but not to exceed the cost to the Association.

(g) Prosecute the litigation on behalf of the Association: At an hourly basis not less than \$200.00/hr. and not more than \$350.00/hr.

**ALTERNATIVE PAYMENT POLICY**

Upon request of an owner with a delinquent account with the association, the board shall enter into a payment plan with such owner, subject to the following guidelines:

1. The payment plan is available to owners who have delinquent regular assessments, special assessments or any other amount owed to the association.
2. During the course of the payment plan, additional monetary penalties, other than reasonable costs association with the administration of the payment plan and interest, shall not be charged to the owner's account.
3. From the date of the owner's request, the delinquent balance shall be paid over a period of not less than three (3) months or more than eighteen (18) months with an initial payment of 20% of the amount owed and the remaining payments in equal installments. Payments must be received by the association no later than the 15th day of each month.
4. Late fees, penalties and delinquent collection-related fees will not be added to the owner's account while the Payment Plan is active.
5. The Association may collect an administrative fee of \$25.00 per month for administering an Alternative Payment Plan.
6. A payment plan will not be available, except at the sole discretion of the board, to owners who have failed to honor terms of a previous payment plan during the two years following the owner's default of such a previous payment plan.
7. All of the terms of the payment plan other than those terms set forth in Texas Property Code §209.0062 are at the sole discretion of the board of directors.
8. All alternative payment plans become effective and are designated as "active" upon (a) the execution of Payment Plan signed by the President of the Association and the delinquent Owner; (b) receipt of the first payment under the plan; and (c) acceptance by the Association as compliant with this Policy.



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9. Owners are entitled to make partial payments for amounts owed to the Association only under a Payment Plan in compliance with this Policy.

10. A Payment Plan may be as short as three (3) months and as long as eighteen (18) months, based on the guidelines below. The durations listed below are provided as guidelines to assist owners in submitting a Payment Plan.

- (a) Total balance up to 2 times annual assessment ... up to 6 months
- (b) Total balance up to 3 times annual assessment ... up to 12 months
- (c) Total balance greater than 3 times annual assessment ... up to 18 months

11. A Payment Plan must include sequential, equal monthly payments. The total of all proposed payments must equal the current balance plus Payment Plan administrative fees, if any, plus the estimated accrued interest.

12. 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.

13. If an owner fails to make payments as specified in the Payment Plan, the Payment Plan will be immediately voided and terminated, and the owner placed in default. The Association will provide written notice to the owner that the Payment Plan has been voided and terminated. A Payment Plan will be voided if the owner.

- (a) misses a payment due in a calendar month; or
- (b) makes a payment for less than the agreed upon amount, or
- (c) fails to pay a future assessment by the due date in a Payment Plan which spans additional assessment cycles.

14. On a cases-by-case basis, the Association may agree, but has no obligation, to reinstate a voided Payment Plan if all missed payments are made up at the time the owner submits a written request for reinstatement.

15. If a Payment Plan is voided, the Association will resume the process for collecting amounts owed using all remedies available under the governing documents and the law.

16. The Association has no obligation to accept a Payment plan from an owner who has defaulted on the terms of a Payment Plan within the last two (2) years.



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#### **PRIORITY OF PAYMENTS**

Except as otherwise authorized by law, payments received by the Association from an Owner shall be applied to the owner's debt to the association in the following order of priority:

1. Any delinquent assessments.
2. Any current assessments.
3. Any attorney's fees or third party collection costs incurred by the Association incurred solely in connection with collection or assessments or any other charge that could provide the basis for foreclosure.
4. Any attorney's fees incurred by the Association in connection with any enforcement action against the Owner.
5. Any fines assessed by the Association.
6. Any other amounts owed to the Association as determined by the Board of Directors.

#### **RECORDS INSPECTION, COPYING AND RETENTION POLICY**

**NOTE:** Texas statutes presently render null and void any restriction in the Covenant which restricts or prohibits the inspection, copying and/or retention of association records and files in violation of the controlling provisions of the Texas Property Code or any other applicable state law. The Board has adopted this policy in lieu of any express prohibition or any provision regulating such matters which conflict with Texas law, as set forth in the Covenant.

#### **Inspection and Copying**

1. **Request in Writing; Pay Estimated Costs In Advance.** An Owner (or an individual identified as an Owner's agent, attorney or certified public accountant, provided the designation is in writing and delivered to the Association) may submit a written request via certified mail to the Association's mailing address or authorized representative listed in the management certificate to access the Association's records. The written request must include sufficient detail describing the books and records requested and whether the Owner desires to inspect or copy the records. Upon receipt of a written request, the Association may estimate the costs associated with responding to each request, which costs may not exceed the costs allowed pursuant to Texas Administrative Code Section 70.3, as may be amended from time to time (a current copy of which is attached hereto). Before providing the requested records, the Association will require that the Owner remit such estimated amount to the Association. The Association will provide a final invoice to the Owner on or before the 30th business day after the records are provided by the Association. If the final invoice includes additional amounts due from the requesting party, the additional amounts, if not reimbursed to the Association before the 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



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the refund shall be issued to the Owner not later than the 30th business day after the date the final invoice is sent to the Owner.

2. Period of Inspection. Within ten (10) business days from receipt of the written request, the Association must either: (1) provide the copies to the Owner; (2) provide available inspection dates; or (3) provide written notice that the Association cannot produce the documents within the ten (10) days along with either: (i) another date within an additional fifteen (15) days on which the records may either be inspected or by which the copies will be sent to the Owner; or (ii) after a diligent search, the requested records are missing and cannot be located.

#### Retention

1. Records Retention. The Association shall keep the following records for at least the times periods stated below:

(a) Permanent: The Articles of incorporation or the Certificate of Formation, the Bylaws and the Covenant, any and all other governing documents, guidelines, rules, regulations and policies and all amendments thereto recorded in the property records to be effective against any Owner and/or Member of the Association.

(b) Four Years: Contracts with a term of more than one (1) year between the Association and a third party. The four (4) year retention term begins upon expiration of the contract term.

(c) FIVE (5) YEARS: Account records of each Owner. Account records include debit and credit entries associated with amounts due and payable by the Owner to the Association and written or electronic records related to the Owner and produced by the Association in the ordinary course of business.

(d) SEVEN (7) YEARS: Minutes of all meetings of the Board and the Owners.

(e) SEVEN (7) YEARS: Financial books and records produced in the ordinary course of business, tax returns and audits of the Association.

(f) GENERAL RETENTION INSTRUCTIONS: "Permanent" means records which are not to be destroyed. Except for contracts with a term of one (1) year or more (See item 4.b. above), a retention period starts on the last day of the year in which the record is created and ends on the last day of the year of the retention period. For example, if a record is created on June 14, 2012, and the retention period is five (5) years, the retention period begins on December 31, 2012 and ends on December 31, 2017. If the retention period for a record has elapsed and the record will be destroyed, the record should be shredded or otherwise safely and completely destroyed. Electronic files should be destroyed to ensure that data cannot be reconstructed from the storage mechanism on which the record resides.





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2. **Confidential Records.** As determined in the discretion of the Board, certain Association records may be kept confidential such as personnel files, Owner account or other personal information (except addresses) unless the Owner requesting the records provides a court order or written authorization from the person whose records are sought.

3. **Attorney Files:** Attorneys' files and records relating to the Association (excluding invoices requested by an Owner pursuant to Texas Property Code Section 209.008(d)), are not records of the Association and are not: (a) subject to inspection by the Owner; or (h) subject to 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. The Association is not required under any circumstance to produce a document for inspection or copying that constitutes attorney work product or that is privileged as an attorney-client communication.

4. **Presence of Board Member or Manager: No Removal.** At the discretion of the Board or the Association's manager, certain records may only be inspected in the presence of a Board member or employee of the Association's manager. No original records may be removed from the office without the express written consent of the Board.

5. **Charges:** Charges shall be in accordance with the Texas Administrative Code attached as Exhibit 'A'.

**SOLAR ENERGY DEVICE AND ENERGY EFFICIENCY ROOFING POLICY**

**NOTE:** Texas statutes presently render null and void any restriction in the Declaration which prohibits the installation of solar devices or energy efficient roofing on a residential lot. The Board and/or the architectural approval authority under the Declaration has adopted this policy in lieu of any express prohibition against solar devices or energy efficient roofing, or any provision regulating such matters which conflict with Texas law, as set forth in the Declaration.

1. **Solar Energy Device Defined.** A "Solar Energy Device" means a system or series of mechanisms designed primarily to provide heating or cooling or to produce electrical or mechanical power by collecting and transferring solar-generated energy. The term includes a mechanical or chemical device that has the ability to store solar-generated energy for Use in heating or cooling or in the production of power.

2. **Energy Efficiency Roofing Defined.** As used in this Policy, "Energy Efficiency Roofing" means shingles that are designed primarily to: (a) be wind and hail resistant; (b) provide heating and cooling efficiencies greater than those provided by customary composite shingles; or (c) provide solar generation capabilities.



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3. **Architectural Control Committee Approval Required.** Approval by the Architectural Control Committee (ACC) under the Declaration is required to obtain ACC approval of a Solar Energy Device. Prior to installation, the Owner shall provide the ACC with a completed HOA ACC form. The Applicant must include at least the following information: (i) the proposed installation location of the Solar Energy Device; and (ii) a description of the Solar Energy Device, including the dimensions, manufacturer, model, and photographs or other accurate depictions showing the Device from each angle and position so that the ACC may understand the appearance of the Solar Energy Device.

4. The ACC is not responsible for: (i) errors in or omissions in the application submitted to the ACC for approval; (ii) supervising the installation or construction to confirm compliance with an approved application; or (iii) the compliance of approved application with governmental codes and ordinances, state and federal laws.

5. A Solar Application may be submitted only by an Owner in an Owner occupied residence. A tenant's Solar Application must include a written consent signed by the Owner of the leased premises.

6. Notwithstanding the foregoing, a Solar Application submitted to install a Solar Energy Device on property owned or maintained by the Association or by the Members in common will not be approved despite compliance with this policy unless approved by the ACC and then by the Board of Directors in their sole discretion without reference to this Policy unless approval is required by law

7. **Approval Process.** The decision of the ACC will be made within a reasonable time, or within the time period otherwise required by the Declaration which governs the review and approval of improvements. The ACC may disapprove an Application which otherwise complies with this Policy unless the ACC makes a written determination that placement of the Solar Energy Device will create a condition that substantially interferes with the use and enjoyment of the property within the community by causing unreasonable discomfort or annoyance to persons of ordinary sensibilities. The ACC's does not have the right to make a written determination in accordance with the foregoing sentence if all Owners of adjoining properties provide written approval of the Solar Application.

8. **Approval Conditions.** Unless otherwise approved in advance and in writing by the ACC, each Solar Application and each Solar Energy Device to be installed in accordance therewith must comply with the following.

(a) The Solar Energy Device must be located on the roof of the residence located on the Owner's lot, entirely within a fenced area of the Owner's lot, or entirely within a fenced patio located on the Owner's lot.

(b) If the Solar Energy Device will be located on the roof of the residence, the ACC may designate the location for placement unless the location proposed by the Owner increases the estimated annual energy production of the Solar Energy Device, as determined by using a publicly available modeling tool provided by the National



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Renewable Energy Laboratory, by more than 10 percent above the energy production of the Solar Energy Device if installed in the location designated by the ACC.

(c) If the Owner desires to contest the alternate location proposed by the ACC, the Owner should submit information to the ACC which demonstrates that the Owner's proposed location meets the foregoing criteria.

(d) If the Solar Energy Device will be located in the fenced area of the Owner's lot or patio, no portion of the Solar Energy Device may extend above the fence line.

(e) If the Solar Energy Device is mounted on the roof of the principal residence located on the Owner's lot, then: (A) the Solar Energy Device may not extend higher than or beyond the roofline. The Solar Energy Device must conform to the slope of the roof and the top edge of the Solar Device must be parallel to the roofline. The frame, support brackets, or visible piping or wiring associated with the Solar Energy Device must be silver, bronze or black.

9. If the Owner fails to cause the Solar Energy Device to be installed in accordance with the approved Solar Application, the ACC may require the Owner to:

(a) Modify the Solar Application to accurately reflect the Solar Energy Device installed on the property; or

(b) Remove the Solar Energy Device and reinstall the device in accordance with the approved Solar Application. Failure to install a Solar Energy Device in accordance with the approved Solar Application or an Owner's failure to comply with the post-approval requirements constitutes a violation of this policy and may subject the Owner to fines and penalties.

(c) Any requirement imposed by the ACC to resubmit a Solar Application or remove and relocate a Solar Energy Device in accordance with the approved Solar Application shall be at the Owner's sole cost and expense.

10. Each Owner is advised that if the Solar Application is approved by the ACC or the ACC and the Board, installation of the Solar Energy Device must:

- (a) Strictly comply with the Solar Application;
- (b) Commence within thirty (30) days of approval; and
- (c) Be diligently prosecuted to completion.

Energy Efficiency Roofing Procedures and Requirements



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Except paragraph 6, all of the above applies to the installation of Energy Efficiency Roofing with appropriate substitution of wording so as to comply with said paragraphs.

**RAIN BARREL OR RAINWATER HARVESTING SYSTEM POLICY**

In order to comply with Section 202.007(d) of the Texas Property Code, the following policy has been adopted by the Association.

1. An owner may not install a rain barrel or rainwater harvesting system ("System") if the Device is to be installed in or on property:

- (a) owned by the Association;
- (b) owned in common by the members of the Association;
- (c) located between the front of the owner's home and an adjoining or adjacent street;
- (d) the System is other than a color consistent with the color scheme of the Owner's home; or
- (e) displays any language or other content that is not typically displayed by such System as it is manufactured.

2. The Architectural Control Committee may regulate the size, type, and shielding of, and the materials used in the construction of a System that is located on the side of a house or at any other location that is visible from a street, another lot, or a common area if:

- (a) The regulation does not prohibit the economic installation of the device or appurtenance on the owner's property; and
- (b) There is a reasonably sufficient area on the Owner's property in which to install the System.

3. An Owner must receive written approval from the Architectural Control Committee prior to installing any System. Accordingly, prior to installation, an Owner must submit plans and specifications to and receive the written approval of the Architectural Control Committee.

- (a) The plans and specifications must show the proposed location, color, material, shielding devices, size and type of such system or device and any parts thereof.
- (b) The plans must also identify whether the System or any part of it will be visible from any street, other lot or common area.

4. This policy shall supersede and render null and void any and all previously



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adopted policies regarding rain barrel or rainwater harvesting system and may not be enforced if and to the extent it does not comply with the Texas Property Code or other law.

**FLAG DISPLAY AND FLAGPOLE INSTALLATION POLICY**

In order to comply with Section 202.011 of the Texas Property Code, the following guidelines are established by the Board as they pertain specifically to display of the flags of the United States of America, the flag of the State of Texas and any official or replica flag of any branch of the United States armed forces and the installation of flagpoles. Other flags are governed by the First Amended Declaration, as amended.

1. An owner or resident may display the flag of the United States of America; the flag of the State of Texas; or an official or replica flag of any branch of the United States armed forces. The display of any of these flags must meet the following criteria:

(a) The flag of the United States must be displayed in accordance with 4 U.S.C. Sections 5-10.

(b) The flag of the State of Texas must be displayed in accordance with Chapter 3100 of the Texas Government Code.

2. A flagpole attached to a dwelling or a freestanding flagpole must be constructed of permanent long-lasting materials with a finish appropriate to the materials used in the construction of the flagpole and harmonious with the dwelling.

3. The display of a flag or the location and construction of the supporting flagpole must comply with applicable zoning ordinances, easements and setbacks of record and the following requirements:

(a) An owner may not install a flagpole which is greater than twenty feet (20') in height.

(b) An owner may not install more than one flagpole on the owner's property.

(c) No flag displayed may be greater than 3' x 5' in size.

(d) Any flagpole must be equipped to minimize halyard noise. The preferred method is through the use of an internal halyard system. Alternatively, swivel snap hooks must be covered or "Quiet Halyard" flag snaps installed.

(e) No owner may install lights to illuminate a displayed flag if the lights constitute a nuisance due to their size, location, intensity or other characteristics.

(f) No owner may locate a displayed flag or flagpole on property that is owned or maintained by the Association or owned in common by other Owners (excepting Owners who own an interest in the same Lot.)





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4. A displayed flag and the flagpole on which it is flown must be maintained in good condition and any deteriorated flag or deteriorated or structurally unsafe flagpole must be repaired, replaced or removed.

5. Prior to erecting or installing a flag and/or flagpole, an owner must first submit plans and specifications to and receive the written approval of the Architectural Control Committee. The plans and specifications must show the proposed location, material, size and type of such flag and flagpole (and all parts thereof, including any lights to illuminate a displayed flag).

6. This policy shall supersede and render null and void any and all previously adopted Flag Display policies adopted by the Board.

#### DISPLAY OF RELIGIOUS SYMBOLS

WHEREAS the Texas Legislature passed House Bill 1278 which amends Chapter 202 of the Texas Property Code by adding Section 202.018 which requires associations to permit certain religious displays on owners' doors which are motivated by sincere religious belief; and

WHEREAS pursuant to section 202.018 b of the Texas Property Code, the Board of Directors (the "Board") of the Courts of Canterbury Forest Homeowners Association Inc. (the "Association") is allowed to adopt certain restrictions on the display of religious items.

NOW, THEREFORE IT IS RESOLVED, in order to comply with Section 202.018 of the Texas Property Code, the following guideline is established by the Board:

- A. The association prohibits the display of religious items on the entry of a dwelling if:
1. Threatens public health or safety;
  2. Violates law;
  3. Is patently offensive to a passerby;
  4. Is in a location other than the entry or door frame or extends past the outer edge of the door frame; and
  5. in the aggregate exceeds 25 square inches.

This policy shall supersede and render null and void any and all previously adopted Religious Display policies adopted by the Board.

IT IS FURTHER RESOLVED that this Religious Display Policy is effective upon adoption and to remain in effect until revoked, modified, or amended.



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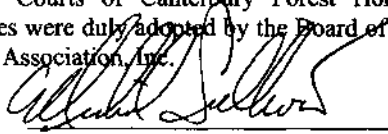
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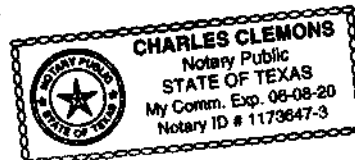
**CERTIFICATION**

I, Michael Sullivan, President of The Courts of Canterbury Forest Homeowners Association, Inc. certify that the following policies were duly adopted by the Board of Directors of The Courts of Canterbury Forest Homeowners Association, Inc.

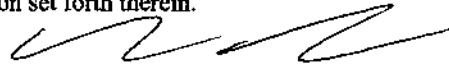
  
Michael Sullivan, President

**ACKNOWLEDGEMENT**

STATE OF TEXAS §  
COUNTY OF TARRANT §



On this this 31 day of Nov, 2017, Michael Sullivan, President of The Courts of Canterbury Forest Homeowners Association, Inc. , whom I identified by examining his Texas Driver's License, appeared before the undersigned authority and acknowledged that he signed the foregoing Certification on behalf of The Courts of Canterbury Forest Homeowners Association, Inc. for the purposes and consideration set forth therein.

  
Notary Public, State of Texas

10678.45001/423115



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MARY LOUISE GARCIA

COUNTY CLERK



100 West Weatherford Fort Worth, TX 76196-0401

PHONE (817) 884-1195

MICHAEL SULLIVAN  
1008 TROWBRIDGE COURT  
KELLER, TX 76248

Submitter: MICHAEL SULLIVAN

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By: Mary Louise Garcia

D217098804

ANY PROVISION WHICH RESTRICTS THE SALE, RENTAL OR USE OF THE DESCRIBED REAL PROPERTY  
BECAUSE OF COLOR OR RACE IS INVALID AND UNENFORCEABLE UNDER FEDERAL LAW.