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AFTER RECORDING, PLEASE RETURN TO:

Judd A. Austin, Jr.
Henry Oddo Austin & Fletcher, P.C.
1700 Pacific Avenue
Suite 2700
Dallas, Texas 75201

2005 NOV -2 PM 2:48
TARRANT COUNTY TEXAS
FILED

**CERTIFICATE AND MEMORANDUM OF RECORDING
OF ASSOCIATION DOCUMENTS FOR PARK HOLLOW
HOMEOWNER'S ASSOCIATION, INC.**

STATE OF TEXAS §
 §
COUNTY OF TARRANT §

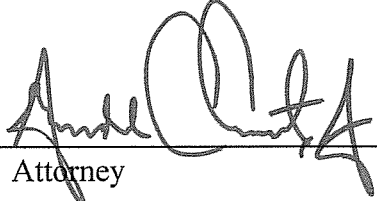
The undersigned, as attorney for the Park Hollow Homeowner's Association, Inc., for the purpose of complying with Section 202.006 of the Texas Property Code and to provide public notice of the following dedicatory instruments affecting the owners of property described on Exhibit "B" attached hereto (collectively, the "*Property*"), hereby states that the dedicatory instruments attached hereto are true and correct copies of the following:

- (a) ***Articles of Incorporation of Park Hollow Homeowner's Association, Inc.***
(Exhibit "A-1");
- (b) ***Bylaws of Park Hollow Homeowner's Association, Inc.*** (Exhibit "A-2");
- (c) ***Park Hollow Architectural Design Guidelines*** (Exhibit "A-3"); and
- (d) ***Certificate of Ratification and Promulgation of Community Association
Violation Enforcement Policy for the Park Hollow Homeowner's
Association, Inc.*** (Exhibit "A-4")

All persons or entities holding an interest in and to any portion of Property are subject to the foregoing dedicatory instruments.

IN WITNESS WHEREOF, the Park Hollow Homeowner's Association, Inc. has caused this Certificate and Memorandum of Recording of Association Documents to be recorded in the Real Property Records of Tarrant County, Texas.

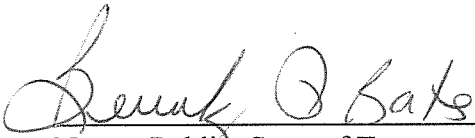
**PARK HOLLOW
HOMEOWNER'S ASSOCIATION, INC.**

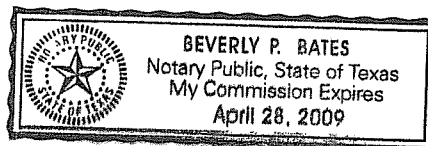
By: 
Its: Attorney

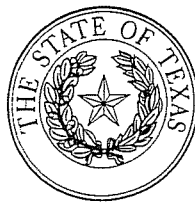
STATE OF TEXAS §
 §
COUNTY OF DALLAS §

BEFORE ME, the undersigned Notary Public, on this day personally appeared Judd A. Austin, Jr., attorney for the Park Hollow Homeowner's Association, Inc., known to me to be the person whose name is subscribed on the foregoing instrument and acknowledged to me that he executed the same for the purposes therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND AFFIRMED SEAL OF OFFICE on this 28th day of October, 2005.


Notary Public, State of Texas





The State of Texas

Secretary of State

CERTIFICATE OF INCORPORATION OF

PARK HOLLOW HOMEOWNER'S ASSOCIATION, INC.
CHARTER NUMBER 01500848

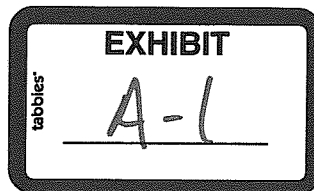
THE UNDERSIGNED, AS SECRETARY OF STATE OF THE STATE OF TEXAS, HEREBY CERTIFIES THAT THE ATTACHED ARTICLES OF INCORPORATION FOR THE ABOVE NAMED CORPORATION HAVE BEEN RECEIVED IN THIS OFFICE AND ARE FOUND TO CONFORM TO LAW.

ACCORDINGLY, THE UNDERSIGNED, AS SECRETARY OF STATE, AND BY VIRTUE OF THE AUTHORITY VESTED IN THE SECRETARY BY LAW, HEREBY ISSUES THIS CERTIFICATE OF INCORPORATION.

ISSUANCE OF THIS CERTIFICATE OF INCORPORATION DOES NOT AUTHORIZE THE USE OF A CORPORATE NAME IN THIS STATE IN VIOLATION OF THE RIGHTS OF ANOTHER UNDER THE FEDERAL TRADEMARK ACT OF 1946, THE TEXAS TRADEMARK LAW, THE ASSUMED BUSINESS OR PROFESSIONAL NAME ACT OR THE COMMON LAW.

DATED AUG. 6, 1998

EFFECTIVE AUG. 6, 1998



Alberto R. Gonzales

Alberto R. Gonzales, Secretary of State

ARTICLES OF INCORPORATION
OF
PARK HOLLOW HOMEOWNER'S ASSOCIATION, INC.

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, hereby adopts the following Articles of Incorporation for such corporation:

ARTICLE I

The name of the corporation is PARK HOLLOW HOMEOWNER'S ASSOCIATION, INC., hereinafter sometimes called the "Association."

ARTICLE II

The Association is a nonprofit corporation.

ARTICLE III

The period of its duration is perpetual.

ARTICLE IV

The purposes for which the Association is organized are to administer the DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR PARK HOLLOW, filed or to be filed for record in the Official Public Records of Real Property of Tarrant County, Texas, as same may be amended from time to time ("the Declaration"), which affects Park Hollow, a residential development in Tarrant County, Texas, "Subdivision", and reference being hereby made thereto for all purposes; to provide for the acquisition, construction, management, maintenance, operation and care of property as provided in the Declaration and, in general, to promote and foster civic pride and high standards of property ownership, development and maintenance in the Subdivision and any addition or additions thereto as may hereafter be brought within the jurisdiction of the Association, and for such purposes to:

(a) perform all of the duties and obligations of the Association as set forth in the Declaration, which the Association is not precluded by law to exercise and perform; and

(b) cause to be enforced (i) the restrictions and covenants imposed upon all or part of the Subdivision by the Declaration, and (ii) the restrictions and covenants, if any, legally imposed hereafter upon the Subdivision by deed or otherwise; and

(c) to acquire (by gift, deed, lease or otherwise), own, hold, improve, operate, maintain, sell, lease, convey, dedicate for public use, otherwise dispose of and/or alienate

real and personal property as the Association may deem necessary or appropriate and/or as provided in the Declaration;

(d) to borrow money, and mortgage, pledge or otherwise encumber, alienate or hypothecate any or all of its real or personal property as security for money borrowed or debts incurred to conduct the lawful affairs of the Association;

(e) to have and exercise any and all powers, rights and privileges which a corporation organized and existing under the Texas Non-Profit Corporation Act may by law now or hereafter have and exercise;

PROVIDED, HOWEVER, any of the foregoing provisions of this Article IV to the contrary notwithstanding, the Association is organized and shall be operated exclusively for civic and community service and other nonprofit purposes, and no part of any net earnings or other assets of this Association shall inure to the benefit of any Member of the Association or any owner in the Subdivision.

ARTICLE V

The street address of the initial registered office of the Association is Three Metro Square, 12200 Ford Road, Suite 400, Dallas, Texas 75234, and the name of its initial registered agent at such address is Fred Phillips.

ARTICLE VI

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

NAME	ADDRESS
Fred Phillips	Three Metro Square, 12200 Ford Road, Suite 400 Dallas, Texas 75234
Dave Kennedy	Three Metro Square, 12200 Ford Road, Suite 400 Dallas, Texas 75234
Mark Gaines	Three Metro Square, 12200 Ford Road, Suite 400 Dallas, Texas 75234

ARTICLE VII

The name and street address of the incorporator is:

NAME

ADDRESS

Fred Phillips

Three Metro Square
12200 Ford Road, Suite 400
Dallas, Texas 75234

ARTICLE VIII

A. Every person who is a record owner of a fee or undivided fee interest in any lot within the Subdivision shall be a member of the Association (a "Member"). The foregoing is not intended to include persons or entities who hold an interest merely as security for the performance of any obligation. Membership shall be appurtenant to and may not be separate from ownership of any lot that is subject to assessment by the Association. Ownership of such lot shall be the sole qualification for Membership.

B. The Association shall have two classes of voting membership:

Class A. Except as provided below for "Class B" members, each owner (as said term is defined in the Declaration) shall be a Class A member. Each Class A member shall be entitled to one vote for each lot in which such member holds a fee or undivided fee interest, but in no event shall more than one vote be cast with respect to any lot.

Class B. Declarant (as said term is defined in the Declaration) shall be the sole Class B member and shall be entitled to five votes for each lot owned by the Declarant.

ARTICLE IX

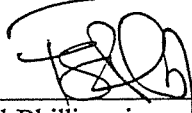
The conditions and regulations of membership in the Association shall be determined and fixed by these Articles of Incorporation and by the Bylaws; PROVIDED, HOWEVER, that no part of the net earnings of the Association shall ever be distributed or shall otherwise inure to the benefit of any Member of the Association (or any owner in the Subdivision); and FURTHER, PROVIDED, that in the event of the liquidation, dissolution or winding up of the Association, whether voluntary or involuntary, the directors shall dispose of all property and assets of the Association, including, without limitation, all undistributed income earned thereon, after the payment, satisfaction and discharge of all liabilities and obligations of the Association, or the making of adequate provision therefor in such manner as they, in the exercise of their absolute discretion, and by majority vote, shall determine; however, such disposition shall be exclusively in the furtherance of the purposes for which the Association is formed, and the property and the assets of the Association shall not accrue to the benefit of any officer, director, Member, or any individual having a personal or private interest in the affairs of the Association or any organization which engages in any activity in which the Association is precluded from engaging.

ARTICLE X

No director of the Association shall be liable to the Association or its Members for monetary damages for an act or omission in the director's capacity as a director, except that this Article does not eliminate or limit the liability of a director for (i) a breach of a director's duty of loyalty to the Association or its Members; (ii) an act or omission not in good faith or that involves intentional misconduct or a knowing violation of the law; (iii) 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 (iv) an act or omission for which the liability of a director is expressly provided for by statute. If the Texas Miscellaneous Corporation Laws Act or any other statute is amended subsequently to the filing of these Articles of Incorporation 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 full extent permitted by such statute, as so amended.

Any repeal or modification of the foregoing paragraph by the Members of the Association shall not adversely affect any right or protection of a director of the Association existing at the time of such repeal or modification.

IN WITNESS WHEREOF, I have set my hand this 16 day of July, 1998.



Fred Phillips, incorporator

BYLAWS OF
PARK HOLLOW HOMEOWNER'S ASSOCIATION, INC.

ARTICLE I.

OFFICES

SECTION ONE: Principal Office

The principal office of PARK HOLLOW HOMEOWNER'S ASSOCIATION, INC. (hereinafter sometimes called the "Association") in the State of Texas shall be located at Three Metro Square, 12200 Ford Road, Suite 400, Dallas, Texas 75234.

SECTION TWO: Other Offices

The Association may have such other offices, either within or without the County of Tarrant, State of Texas, as the Board of Directors may determine or as the affairs of the Association may require from time to time.

ARTICLE II.

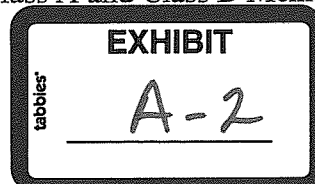
MEMBERS

SECTION ONE: Members

A. Every person who is a record Owner of a fee or undivided fee interest in any lot (as said term is defined in that certain Declaration of Covenants, Conditions and Restrictions for Park Hollow, a residential development in Tarrant County, Texas, filed or to be filed for record in the Official Public Records of Real Property of Tarrant County, Texas, as amended from time to time (the "Declaration")) within Park Hollow shall be a member of the Association (a "Member"). The foregoing is not intended to include persons or entities who hold an interest merely as security for the performance of any obligation. Membership shall be appurtenant to and may not be separate from ownership of any lot that is subject to assessment by the Association. Ownership of such lot shall be the sole qualification for Membership.

B. No Member of the Association shall have any right or interest in the assets of the Association, including, without limitation, any right to distribution of assets in the event of the liquidation, dissolution or winding up of the Association, whether voluntary or involuntary.

C. Any reference in these Bylaws to any percentage of Members shall mean the percentage of the votes cast by its Class A and Class B Members then entitled to vote.



SECTION TWO: Voting Rights

The Association shall have two classes of voting Membership:

A. The Class A Members shall be all those owners with the exception of the Declarant (as said term is defined in the Declaration). The Class A Members shall be entitled to one vote for each lot owner. When more than one person holds an interest in any lot, all such persons shall be considered Class A Members, but in no event shall more than one vote be cast with respect to any lot. The single vote for such lot shall be exercised by the one natural person designated by them as they among themselves determine, by written notice executed by them, given to the Association in the manner prescribed by it from time to time. Any Member failing to give the above prescribed notice shall not be entitled to vote and shall be disqualified in that respect unless waived by the Association by an instrument in writing duly executed by it.

B. The Class B Member shall be the Declarant. The Class B Member shall be entitled to five votes for each lot in the Addition (as such term is defined in the Declaration) in which it holds an interest.

C. Upon the transfer of ownership of a lot, howsoever achieved, including without limitation, by foreclosure of a lien upon a lot, the new owner thereof shall become a Member in the Association.

D. Fractional votes and split votes will not be permitted.

E. The decision of a majority of the Board of Directors as to the number of votes which any Member is entitled to cast, based upon the provisions of the Declaration, Articles of Incorporation and the provisions hereof, shall be final.

ARTICLE III.

MEETINGS OF MEMBERS

SECTION ONE: Annual Meeting

The first annual meeting of the Members shall be held at the principal office of the Association (or its President) or at such other location designated by the Board of Directors at the hour of seven o'clock P.M., within 60 days after the expiration of one year from the date the Declaration was recorded in Tarrant County, Texas. At the first annual meeting the Members shall elect directors and transact such other business as may come before the meeting. Thereafter, annual meetings shall be held on the 15th day of March in each year, at the hour of seven o'clock P.M., for the purpose of electing directors and for the transaction of such other business as shall be designated by the Members. If the 15th day of March in any year is a Saturday, Sunday or legal holiday in the State of Texas, such meeting shall be held on the next succeeding business day. If the election of directors shall not be held on the day designated herein for any annual meeting, or any adjournment thereof, the Board of Directors shall cause the election to be held at

a special meeting of the Members as soon thereafter as such special meeting may be conveniently convened.

SECTION TWO: Special Meetings

Special meetings of the Members may be called by the President, the Board of Directors, or by Members of the Association having not less than one-tenth of the votes entitled to be cast at such meeting. The Declarant may call special meetings of the Members from time to time prior to the first annual meeting of the Members for such purposes as the Declarant may deem appropriate.

SECTION THREE: Place of Meeting

The Board of Directors may designate any place, either within or without the State of Texas, as the place of meeting for any annual meeting or for any special meeting called by the Board of Directors. If no designation is made or if a special meeting be otherwise called, the place of meeting shall be the principal office of the Association (or its President) in the State of Texas; but if all of the Members shall meet at any time and place, either within or without the State of Texas, and consent to the holding of a meeting, such meeting shall be valid without call or notice, and at such meeting any corporate action may be taken.

SECTION FOUR: Notice of Meetings

No notice of annual meetings shall be required. Written or printed notice stating the place, day, and hour of any special meeting shall be delivered either personally or by mail, to each Member entitled to vote at such meeting, not less than ten nor more than fifty days before the date of such meeting, by or at the direction of the President, or the Secretary, or the officers or persons calling the meeting. The purpose or purposes for which the special meeting is called shall be stated in the notice. If mailed, the notice of a special meeting shall be deemed to be delivered when deposited in the United States mail addressed to the Member at his address as it appears on the records of the Association, with postage thereon prepaid.

SECTION FIVE: Informal Action by Members

Any action required by law to be taken at a meeting of the Members, or any action that may be taken at a meeting of Members, may be taken without a meeting if a consent in writing, setting forth the action to be taken, shall be signed by all the Members entitled to vote with respect to the subject matter thereof. Such consent shall have the same force and effect as a unanimous vote at a meeting and may be stated as such in any articles or document filed with the Secretary of State.

SECTION SIX: Quorum

The Members holding a simple majority of the votes that may be cast at any meeting shall constitute a quorum at such meeting. If a quorum is not present at any meeting of Members, the Board may adjourn the meeting without further notice.

SECTION SEVEN: Proxies

At any meeting of Members, a Member entitled to vote may vote by proxy executed in writing by the Member or by his or her duly authorized attorney-in-fact. No proxy shall be valid after eleven months from the date of its execution, unless otherwise provided in the proxy.

SECTION EIGHT: Cumulative Voting

At any election for directors of the Association, cumulative voting shall be prohibited.

ARTICLE IV.

BOARD OF DIRECTORS

SECTION ONE: General Powers

The Board of Directors shall manage the affairs of the Association. The Board of Directors may exercise all powers, and do all such lawful acts and things as are not by statute, the Declaration, the Articles of Incorporation or these Bylaws prohibited, or directed or required to be exercised or done by the Members. These powers shall specifically include, but not be limited to, the following items:

1. to retain, hire, employ or contract for the construction, maintenance, repair, landscaping, insuring, administration and operation of the Addition (as said term is defined in the Declaration);
2. to open bank accounts and borrow money on behalf of the Association and to designate the signatories to such bank accounts;
3. to collect delinquent assessments by suit or otherwise, to abate nuisances, to take action in connection with its power to maintain the Addition and enforce the Declaration; and
4. to exercise any or all powers granted to the Association and/or the Board of Directors under the Declaration.

SECTION TWO: Number, Tenure, and Qualifications

The number of directors shall be initially three as named in the Articles of Incorporation, but the number of directors may be increased or decreased from time to time by amendment to, or in the manner provided in, these Bylaws; provided, however, that in no event shall the number of directors be less than that required by law. Each director shall hold office for one year, or until his or her successor shall have been duly elected and qualified. Each director elected at or after the first annual meeting of Members must own a lot in Park Hollow, or he or she must be a shareholder, officer, director or employee in a corporation or be a partner or employee of a partnership that owns a lot in Park Hollow. Prior to the first annual meeting of the Members, the Declarant shall appoint the directors. Additionally, prior to the first annual meeting of the Members, the Declarant shall have the power to remove any director and appoint a successor, as well as the power to appoint a successor for any vacancy in the Board of Directors.

The number of directors may be increased or decreased from time to time by amendment to these Bylaws but no decrease shall have the effect of shortening the term of any incumbent director. Any directorship to be filled by reason of an increase shall be filled by the Board of Directors for an interim term until the next annual meeting of Members, unless such increase shall not be effective until the next annual meeting of the Members. If such increase will not be effective until the next annual meeting of the Members, then the increase in the number of directors shall be filled by election at such annual meeting of Members in the manner described above.

SECTION THREE: Regular Meetings

A regular annual meeting of the Board of Directors shall be held without other notice than this Bylaw, immediately after, and at the same place as, the annual meeting of Members. The Board of Directors may provide by resolution the time and place, either within or without the State of Texas, for the holding of additional regular meetings of the Board without other notice than such resolution.

SECTION FOUR: Special Meetings

Special meetings of the Board of Directors may be called by or at the request of the President or any two directors. The person or persons authorized to call special meetings of the Board may fix any place, either within or without the State, as the place for holding any special meeting of the Board called by them.

SECTION FIVE: Notice

Notice of any special meeting of the Board of Directors shall be given at least one business day previously thereto by written notice delivered personally or sent by mail or telegram to each director at his address as shown by the records of the Association. If mailed, such notice shall be deemed to be delivered when deposited in the United States mail in a sealed envelope so addressed, with postage thereon prepaid. If notice be given by telegram, such notice shall be

deemed to be delivered when the telegram is delivered to the telegraph company. Any director may waive notice of any meeting. The attendance of a director at any meeting shall constitute a waiver of notice of such meeting, except where a director attends a meeting for the express purpose of objecting to the transaction of any business because the meeting is not lawfully called or convened. The business to be transacted at the meeting need not be specified in the notice or waiver of notice of such meeting, unless specifically required by law or these Bylaws.

SECTION SIX: Informal Action by Directors

Any action required by law to be taken at a meeting of the Board of Directors, or any action that may be taken at a meeting of the Board of Directors, may be taken without a meeting if consent in writing, setting forth the action to be taken, shall be signed by all of the directors. Such consent shall have the same force and effect as a unanimous vote at a meeting and may be stated as such in any articles or document filed with the Secretary of State.

SECTION SEVEN: Quorum

A majority of the Board of Directors shall constitute a quorum for the transaction of business at any meeting of the Board; but if less than a majority of the directors are present at said meeting, a majority of the directors present may adjourn the meeting from time to time without further notice.

SECTION EIGHT: Manner of Acting

The act of a majority of the directors present at a meeting at which a quorum is present shall be the act of the Board of Directors, unless the act of a greater number is required by law or by these Bylaws.

SECTION NINE: Removal

One or more directors may be removed either for or without cause at any special meeting of the Members duly called and held for such purpose. A director may only be removed by vote of a majority of the votes cast.

SECTION TEN: Vacancies

Any vacancy occurring in the Board of Directors shall be filled by the affirmative vote of the majority of the remaining directors who are present at any meeting called or held for the purpose of appointing a successor director or directors, although less than a quorum of the Board of Directors shall be present. A director elected to fill the vacancy shall be elected for the unexpired term of his or her predecessor in office.

SECTION ELEVEN: Compensation

The directors shall not receive any stated salaries for their services, but by resolution of the Board of Directors any director may be reimbursed by the Association for expenses incurred by him or her in connection with the business of the Association.

ARTICLE V.

OFFICERS

SECTION ONE: Officers

The officers of the Association shall be a President, one or more Vice Presidents, a Secretary, a Treasurer, and such other officers as may be elected in accordance with the provisions of this Article. The Board of Directors may elect or appoint such other officers, including Assistant Treasurers, Assistant Secretaries, and other officers and assistant officers, as it shall deem desirable, such officers to have the authority and perform the duties prescribed, from time to time, by the Board of Directors and by the Declaration. Any two or more offices may be held by the same person, except the offices of President and Secretary.

SECTION TWO: Election and Term of Office

Prior to the first annual meeting of the Members, the Declarant or the Declarant's appointed Board of Directors shall elect the officers of the Association. Following the first annual meeting of the Members, the Members' first elected Board of Directors shall elect officers of the Association. Thereafter the officers of the Association shall be elected annually by the Board of Directors at the annual meeting of the Board of Directors. If the election of officers shall not be held at such meeting, such election shall be held as soon thereafter as conveniently may be.

New offices may be created and filled at any meeting of the Board of Directors. Each officer shall hold the office until his or her successor shall have been duly elected and have been qualified.

SECTION THREE: Removal

Any officer elected or appointed by the Board of Directors may be removed by the Board of Directors whenever in its judgment the best interests of the Association would be served thereby, but such removal shall be without prejudice to the contract rights, if any, of the officer so removed.

SECTION FOUR: Vacancies

A vacancy in any office, because of death, resignation, removal, disqualification, or otherwise, may be filled by the Board of Directors for the unexpired portion of the term.

SECTION FIVE: President

The President shall be the principal executive officer of the Association and shall, in general, supervise and control all of the business and affairs of the Association. He or she shall preside at all meetings of the Members. He or she may sign, with or without the Secretary or any other proper officer of the Association authorized by the Board of Directors, any deeds, mortgages, bonds, contracts, or other instruments that the Board of Directors have authorized to be executed, except in cases where the signing and execution thereof shall be expressly delegated by the Board of Directors or by these Bylaws or by statute to some other officer or agent of the Association; and, in general, he or she shall perform all duties incident to the office of President and such other duties as may be prescribed by the Declaration or the Board of Directors from time to time.

SECTION SIX: Vice-President

In the absence of the President or in the event of his or her inability or refusal to act, the Vice-President(s), if any, shall perform the duties of the President, and when so acting, shall have all the powers of and be subject to all the restrictions of the President. Any Vice-President shall perform such other duties as from time to time may be assigned to him or her by the President or by the Board of Directors.

SECTION SEVEN: Treasurer

If required by the Board of Directors, the Treasurer, if any, shall give a bond for the faithful discharge of his or her duties in such sum and with such surety or sureties as the Board of Directors shall determine. He or she shall have charge and custody of and be responsible for all funds and securities of the Association; receive and give receipts for monies due and payable to the Association from any source whatsoever; deposit all such monies in the name of the Association in such banks, trust companies, or other depositories as shall be selected by the Board of Directors; and, in general, perform all the duties incident to the office of Treasurer and such other duties as from time to time may be assigned to him or her by the President or the Board of Directors.

SECTION EIGHT: Secretary

The Secretary shall keep the minutes of the meetings of the Members and the Board of Directors in one or more books provided for that purpose; see that all notices are duly given in accordance with the provisions of these Bylaws or as required by law; be custodian of the Association records and of the seal of the Association and see that the seal of the Association is affixed to all documents executed on behalf of the Association if expressly required by the Board of Directors or these Bylaws; keep a register of the post office address of each Member which shall be furnished to the Secretary by such Member; and in general perform all duties as from time to time may be assigned to him or her by the President or by the Board of Directors or as may be set forth in the Declaration.

SECTION NINE: Assistant Treasurers and Assistant Secretaries

If required by the Board of Directors, the Assistant Treasurers, if any, shall give bonds for the faithful discharge of their duties in such sums and with such sureties as the Board of Directors shall determine. The Assistant Treasurers and Assistant Secretaries, in general, shall perform such duties as shall be assigned to them by the Treasurer or the Secretary or by the President or the Board of Directors.

ARTICLE VI.

COMMITTEES

SECTION ONE: Committees of the Board of Directors

The Board of Directors, by resolution adopted by a majority of the Board of Directors, may designate one or more committees. Each such committee shall consist of two or more persons, a majority of whom are directors and the remainder of whom need not be directors. Such committees, to the extent provided in said resolution, shall have and exercise the authority of the Board of Directors in the management of the Association; but the designation of such committees and the delegation thereto of authority shall not operate to relieve the Board of Directors, or any individual director, of any responsibility imposed on it, him or her by law. A committee duly designated may perform the functions of any officers and the functions of any two or more officers may be performed by a single committee, including the functions of both President and Secretary.

SECTION TWO: Architectural Control Committee

The Architectural Control Committee, as defined in the Declaration, shall consist of three individuals or entities (or a combination thereof), each generally familiar with the residential and community development design matters and knowledgeable about Declarant's concern for a high level of taste and design standards within the Addition who shall be appointed by the Declarant, each of whom shall serve until his or her successor is appointed. Any member of the Architectural Control Committee may be removed, with or without cause, by the Declarant (or during any period when Declarant does not own any lots in the Addition, the Association). In the event of the death, resignation or removal of any member of the Architectural Control Committee, the Declarant (or during any period when Declarant does not own any lots in the Addition, the Association) shall have the authority to designate successor member(s) to the Architectural Control Committee. No member of the Architectural Control Committee shall be entitled to compensation for, or be liable for claims, causes of action or damages arising out of, services performed pursuant to the Declaration. The Architectural Control Committee shall have and exercise the authority, rights and obligations to approve or disapprove plans for building improvements as set forth in the Declaration.

SECTION THREE: Informal Action by Committees

Any action which may be taken at a meeting of any committee, may be taken without a meeting if consent in writing, setting forth the action to be taken, shall be signed by all the members of the committee.

SECTION FOUR: Other Committees

Other committees not having and exercising the authority of the Board of Directors in the management of the Association may be designated by a resolution adopted by a majority of the directors present at a meeting at which a quorum is present. Except as otherwise provided in such resolution, members of each such committee shall be Members of the Association. Any member thereof may be removed by the person or persons authorized to appoint such member whenever in their judgment the best interests of the Association shall be served by such removal.

SECTION FIVE: Term of Office

Each member of a committee shall continue as such until the next annual meeting of the Members of the Association and until his or her successor is appointed, unless the committee shall be sooner terminated, or unless such member be removed from such committee, or unless such member shall cease to qualify as a member thereof, except as otherwise provided herein or in the Declaration for the Architectural Control Committee.

SECTION SIX: Chairman

One member of each committee shall be appointed chairman by the person or persons authorized to appoint the members thereof.

SECTION SEVEN: Vacancies

Vacancies in the membership of any committee may be filled by the appointments made in the same manner as provided in the case of the original appointments, except as otherwise provided herein or in the Declaration for the Architectural Control Committee.

SECTION EIGHT: Quorum

Unless otherwise provided in the Declaration or the resolution of the Board of Directors designating a committee (or in the Declaration for the Architectural Control Committee), a majority of the whole committee shall constitute a quorum and the act of a majority of the members present at a meeting at which a quorum is present shall be the act of the committee.

SECTION NINE: Rules

Each committee may adopt rules for its own government not inconsistent with these Bylaws or with rules adopted by the Board of Directors.

ARTICLE VII.

CONTRACTS, CHECKS, DEPOSITS AND FUNDS

SECTION ONE: Contracts

The Board of Directors may authorize any officer or officers, agent or agents of the Association, in addition to the officers so authorized by these Bylaws, to enter into any contract or execute and deliver any instrument in the name of and on behalf of the Association, and such authority may be general or confined to specific instances.

SECTION TWO: Checks, Drafts, or Orders for Payment

All checks, drafts, or orders for the payment of money, notes, or other evidences of indebtedness issued in the name of the Association shall be signed by such officer or officers, agent or agents of the Association and in such manner as shall from time to time be determined by resolution of the Board of Directors.

SECTION THREE: Deposits

All funds of the Association shall be deposited from time to time to the credit of the Association in such banks, trust companies, or other depositories as the Board of Directors may elect.

SECTION FOUR: Gifts

The Board of Directors may accept on behalf of the Association any contribution, gift, bequest, or devise for the general purposes, or for any special purpose, of the Association.

ARTICLE VIII.

CERTIFICATES OF MEMBERSHIPS

The Board of Directors may provide for the issuance of certificates evidencing membership in the Association, which shall be in such form as may be determined by the Board. Such certificates shall be signed by the President or a Vice-President and by the Secretary or an Assistant Secretary and shall be sealed with the seal of the Association. All certificates evidencing membership shall be consecutively numbered. The name and address of each Member and the date of issuance of the certificate shall be entered on the records of the Association. If any certificate shall become lost, mutilated, or destroyed, a new certificate may be issued therefor on such terms and conditions as the Board of Directors may determine.

ARTICLE IX.

CHARGES AND ASSESSMENTS

SECTION ONE: Fixed by Board

The Board of Directors shall fix, levy, collect, enforce and receipt for all fees, charges, costs, expenses and assessments authorized in the Declaration or any other lawful means, including, without limitation, the annual common assessment provided for in the Declaration. Said assessments may be adjusted from time to time by the Board of Directors as the needs of the properties subject thereto may, in its judgment, require; provided, however, that such assessments shall be made within the limitations prescribed in the Declaration.

SECTION TWO: Due Date

All fees, charges, costs, expenses and assessments shall be due and payable as set forth in the Declaration.

SECTION THREE: Default and Revocation of Voting Rights

Any Member shall be deemed in default in the payment of any fees, charges, costs, expenses or assessments by reason of failure to timely pay same in full within the time limits set forth in the Declaration. The Board of Directors shall be entitled to collect the fees, charges, costs, expenses or assessments by any means authorized in the Declaration or any other lawful means, including, but not limited to issuing a notice of default, accelerating assessments, filing a suit, filing and foreclosure of a lien, or any combination of the authorized actions.

ARTICLE X.

MISCELLANEOUS

SECTION ONE: Books and Records

The Association shall keep correct and complete books and records of account and shall also keep minutes of the proceedings of its Members, Board of Directors, and committees having any of the authority of the Board of Directors, and shall keep at the principal office of a record giving the names and addresses of the Members entitled to vote. All books and records of the Association may be inspected by any Member, or his or her agent or attorney, for any proper purpose at any reasonable time.

SECTION TWO: Fiscal Year

The fiscal year of the Association shall begin on the first day of January and end on the thirty-first day of December of each year, other than the first year of the Association and the year of its termination.

SECTION THREE: Corporate Seal

The Board of Directors shall provide a corporate seal, but affixing of a corporate seal shall not be necessary to authenticate any action of the Association unless otherwise required by the Board of Directors of these Bylaws.

SECTION FOUR: Waiver of Notice

Whenever any notice is required to be given under the provisions of the Articles of Incorporation or these Bylaws, a waiver thereof in writing signed by the person or persons entitled to such notice, whether before or after the time stated therein, shall be deemed equivalent to the giving of such notice.

ARTICLE XI.

AMENDMENTS

The Bylaws of the Association may be amended, repealed, modified or restated by the vote or written assent of a majority of the Members of the Association then entitled to vote.

ARTICLE XII.

INDEMNIFICATION

SECTION ONE: Right to Indemnification

Each person who was or is made a party to or is threatened to be made a party to, or is otherwise involved in any action, suit or proceedings, whether civil, criminal, arbitrative, administrative or investigative (hereinafter a "proceeding"), by reason of the fact that he or she is or was a director or officer of the Association (hereinafter an "indemnitee"), whether the basis of such proceeding is alleged action in an official capacity as a director or officer, or in any other capacity while serving as a director or officer, shall be indemnified and held harmless by the Association to the full extent authorized by the Texas Non-Profit Corporation Act (the "Non-Profit Corporation Act"), as the same exists or may hereafter be amended (provided that no such amendment shall adversely affect any right or protection of a director or officer of the Association existing at the time of such amendment), against all expense, liability and loss (including attorney's fees, judgments, fines, excise or similar taxes, or penalties and amounts paid in settlement) reasonably incurred or suffered by such indemnitee in connection therewith and such indemnification shall continue as to an indemnitee who has ceased to be a director or officer, and shall inure to the benefit of the indemnitee's heirs, executors and administrators; provided, however, that, except as provided in Section Two of this Article XII with respect to proceedings to enforce rights to indemnification, the Association shall indemnify any such indemnitee in connection with a proceeding (or part thereof) initiated by such indemnitee only if such proceeding (or part thereof) was authorized by the Board of Directors of the Association. The

right to indemnification conferred in this Section One of Article XII shall be a contract right and shall include the right to be paid by the Association the expenses incurred in defending any such proceeding in advance of its final disposition (hereinafter an "advancement of expenses"); provided, however, that an advancement of expenses incurred by a director or officer who is an indemnitee shall be made only (i) upon delivery to the Association of a written affirmation by the director or officer of his or her good faith belief that he or she has met the standard of conduct necessary for indemnification under the Non-Profit Corporation Act (hereinafter an "affirmation") and a written undertaking, by or on behalf of such person, to repay all amounts so advanced if it shall ultimately be determined by final judicial decision from which there is no further right to appeal that such person is not entitled to be indemnified for such expenses under this Article XII or otherwise (hereinafter an "undertaking"), and (ii) if required by law, following a determination that the facts known to those making the determination would not preclude indemnification under the Non-Profit Corporation Act.

SECTION TWO: Right of Indemnitee to Bring Suit

If a claim under Section One of this Article XII is not paid in full by the Association within 60 days after a written claim has been received by the Association, except in the case of a claim for an advancement of expenses, in which case the applicable period shall be 20 days, the indemnitee may at any time thereafter bring suit against the Association to recover the unpaid amount of the claim. If successful in whole or in part in any such suit, or in a suit brought by the Association to recover an advancement of expenses pursuant to the terms of an affirmation and an undertaking, the indemnitee shall be entitled to be paid also the expense of prosecuting or defending such suit. In any suit brought by the indemnitee to enforce a right to indemnification hereunder (but not in a suit brought by the indemnitee to enforce a right to an advancement of expenses) it shall be a defense that the indemnitee has not met the applicable standard of conduct set forth in the Non-Profit Corporation Act. In any suit by the Association to recover an advancement of expenses pursuant to the terms of an undertaking, the Association shall be entitled to recover such expenses upon a final adjudication that the indemnitee has not met the applicable standard of conduct set forth in the Non-Profit Corporation Act. Neither the failure of the Association (including its Board of Directors, independent legal counsel, or its Members) to have made a determination prior to the commencement of such suit that indemnification of the indemnitee is proper in the circumstances because the indemnitee has met the applicable standard of conduct set forth in the Non-Profit Corporation Act, nor an actual determination by the Association (including its Board of Directors, independent legal counsel, or its Members) that the indemnitee has not met such applicable standard of conduct, shall create a presumption that the indemnitee has not met the applicable standard of conduct. In any suit brought by the indemnitee to enforce a right hereunder, or by the Association to recover an advancement of expenses pursuant to the terms of an affirmation and undertaking, the burden of proving that the indemnitee is not entitled to be indemnified or to such advancement of expenses under this Article XII or otherwise shall be on the Association.

SECTION THREE: Non-Exclusivity of Rights

The rights to indemnification and to the advancement of expenses conferred in this Article XII shall not be exclusive of any other right which any person may have or hereafter acquire under any statute, the Articles of Incorporation of the Association, Bylaws, agreement, vote of Members or disinterested directors or otherwise.

SECTION FOUR: Insurance

The Association may purchase and maintain insurance or another arrangement, at its expense, to protect itself and any director, officer, employee or agent of the Association against any expense, liability or loss, whether or not the Association would have the power to indemnify such person against such expense, liability or loss under the Non-Profit Corporation Act.

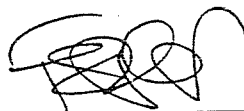
SECTION FIVE: Indemnification of Employees and Agents of the Association

The Association may, to the extent authorized from time to time by the Board of Directors, grant rights to indemnification and to the advancement of expenses, to any employee or agent of the Association to the full extent of the provisions of this Article XII with respect to the indemnification and advancement of expenses of directors and officers of the Association.

CERTIFICATION

I, the undersigned, am the duly elected and acting President of PARK HOLLOW HOMEOWNERS ASSOCIATION, INC., a non-profit corporation, and I do hereby certify:

That the within and foregoing Bylaws were adopted as the Bylaws of said corporation that the same do now constitute the Bylaws of said corporation, and that they have not been modified, amended nor rescinded.

A handwritten signature in black ink, appearing to read 'Fred Phillips', is written over a horizontal line.

Fred Phillips

Park Hollow Architectural Design Guidelines

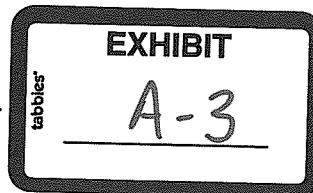
Architectural Control Committee
Park Hollow Homeowners' Association
Euless, Texas

Revised January 5, 2005

Summary of Revisions

These guidelines were revised to:

- (1) Alphabetize the sections.
- (2) Include a preface.
- (3) Permit fences to be painted with flat paint.
- (4) Change "earth toned" to "brown colored."
- (5) Specify that patio covers be painted to match house siding and trim.
- (6) Delete the doghouse color requirement.
- (7) Delete the shed roof material requirement – since Park Hollow has some metal-roofed sheds.
- (8) Specify a maximum fence height of eight feet in compliance with the City of Euless.
- (9) Specify no minimum fence height except six feet for storage buildings, sheds, doghouses, dog "runs," trellises, arbors and gazebos – because of the house on Granite Court with the low picket fence.
- (10) Change the maximum height of children's playhouses from nine to eight feet so as to equal the maximum height of sheds and storage buildings – for consistency.
- (11) Change the maximum height of play equipment from thirteen to twelve feet so as to equal the maximum height of trellises, arbors and gazebos – for consistency.
- (12) Include and incorporate the August 9, 2004 lenient interpretation of Park Hollow CC&R Article I, Section 1.6 (a).
- (13) Prohibit vinyl fences.
- (14) Permit satellite dishes to be visible.



(15) Quote CC&R Article II, Section 2.3.

Preface

These guidelines are based on the authority provided by Park Hollow CC&R Article II, Section 2.3 which states, in part, "No building, fence, wall or other structure or improvement shall be commenced, erected, placed, maintained or altered on any lot, nor shall any exterior painting of, exterior addition to, or alteration of, such items be made until all plans and specifications and a plot plan have been submitted to and approved in writing, by a majority of the members of the Committee..."

These guidelines do not replace, but only supplement the restrictions in the Park Hollow CC&Rs. In case of any contradiction with the CC&Rs, the most restrictive rule shall apply.

Lenient Interpretation of Park Hollow CC&R Article I, Section 1.6 (a)

On August 9, 2004, the Architectural Control Committee determined to make a lenient interpretation of Park Hollow CC&R Article I, Section 1.6 (a). The interpretation pertains to "children's playhouses, dog houses, greenhouses, gazebos and buildings for storage of lawn maintenance equipment, which may be placed on a lot only in places which are not COMPLETELY visible from any street on which the lot fronts."

This lenient interpretation permits these specific temporary improvements to be visible from the front street, but only if they are not COMPLETELY visible. The intent is to accommodate any member who has a shed or other temporary improvement in the above list that is partially visible from the front street even though it is behind a fence.

Painting, Staining and Color Changes

Repainting a structure with its original Ryland Homes standard color does not require application to the ACC. Changing the color of a structure or using a color not in the following list of Ryland Homes standard colors requires application to the ACC. Samples of the Ryland Homes standard colors are available from Monarch Paint Company.

Standard Siding and Trim Colors

Whisper White
Plymouth Gray
Pebblestone
Driftwood
White Rum
Snowmist
Beachwood

Shutter and Front Door Colors

Shark's Tooth
Oxford Brown
Newport Green
Mesa Brown
Charcoal
Mulled Wine
Oak Green

Almond
Timbermill
Aspen White
Squirrel
Colony White

Alligator
Redwood

Attic Ventilators

Attic ventilators must be "low profile" (e.g., pancake shaped), located behind - and not extend above - roof ridges and painted flat to match the roof.

Whenever replaced, any existing turbine ventilators must be replaced with "low profile" ventilators.

Note: "Low profile" ventilators are required because turbine ventilators are large, difficult to paint and usually must extend above roof ridges.

Awnings

Awnings and their colors must be compatible with the structures to which they are attached. Brightly colored (e.g., red, yellow, violet, etc.) and striped awnings are prohibited.

Basketball Goals

Basketball goal placement must be in compliance with the City of Euless. Architectural Control Committee (ACC) approval is required for permanent or fixed basketball goals.

Children's Playhouses and Play Equipment

Children's playhouses may not be more than eight feet in height or 120 square feet in area.

Play equipment may not be more than twelve feet in height.

Children's playhouses and play equipment must not be completely visible from any street or the hike-and-bike trail and are permitted only in rear and side yards behind fences with a minimum height of six feet.

Doghouses and Dog "Runs"

Doghouses and dog "runs" must not be completely visible from any street or the hike-and-bike trail and are permitted only in rear and side yards behind fences with a minimum height of six feet.

Dog "runs" may be chain link.

Fences

Fences may not be more than eight feet in height.

Fences may be constructed of redwood, cedar, pressure-treated pine or other material acceptable to the ACC. Chain link, wire and vinyl fences are prohibited. Stringer boards should not be visible from any street or the hike-and-bike trail.

Fences must be unfinished, clear sealed or sealed with brown colored stain or flat paint.

Fence repairs must be made within sixty days of notification from the ACC.

Patios, Patio Covers and Decks

Patios may be constructed of concrete, brick, stone or pavers.

Patio covers must be a continuation of or complement to the architectural style of the house. They must be painted to match the house siding and trim.

Decks may be constructed of redwood, cedar, pressure-treated pine or other material acceptable to the ACC.

If visible from any street or the hike-and-bike trail, decks must be unfinished, clear sealed or sealed with a brown colored stain or flat paint or to give the appearance of new redwood or cedar.

If visible from any street or the hike-and-bike trail, elevated decks require perimeter shrubbery.

Satellite Dishes, Antennae and Weather Devices

Satellite dishes with a diameter of more than one meter, broadcast antennae and weather devices (e.g., wind gauges) are prohibited from the exterior of any structure.

Television and radio reception antennae are permitted, but should be installed inside attics.

Storage Buildings and Sheds

Storage buildings and sheds may not be more than eight feet in height or 120 square feet in area. They must not be completely visible from any street or the hike-and-bike trail and are permitted only in rear and side yards behind fences with a minimum height of six feet.

Storage buildings and sheds must be wood or metal.

Storm and Screen Doors

This rule applies only to storm and screen doors visible from any street or the hike-and-bike trail. They must be without ornamentation or grillwork. Their colors must be compatible with the structures to which they are attached. Storm doors must have transparent glass. Screen doors must have a screen mesh with an even, transparent look.

Trellises, Arbors and Gazebos

Trellises, arbors and gazebos may not be more than twelve feet in height and 120 square feet in area. They must not be completely visible from any street or the hike-and-bike trail and are permitted only in rear and side yards behind fences with a minimum height of six feet.

Trellises, arbors and gazebos may be constructed and finished in the same manner as patio covers and decks.

Window Screens and Tinting

If visible from any street or the hike-and-bike trail, solar window screens must be integral to the windows, brown or black colored and complementary to the structure.

If visible from any street or the hike-and-bike trail, window tinting must be non-reflective.

**CERTIFICATE OF RATIFICATION AND PROMULGATION
OF COMMUNITY ASSOCIATION VIOLATION
ENFORCEMENT POLICY FOR THE PARK HOLLOW
HOMEOWNER'S ASSOCIATION, INC.**

STATE OF TEXAS §
 §
COUNTY OF TARRANT §

WHEREAS, the Board of Directors of the Park Hollow Homeowner's Association, Inc., (the "*Board*") is the entity responsible for the operation of the Park Hollow Homeowner's Association, Inc., (the "*Association*"), pursuant to and in accordance with that certain Declaration of Covenants, Conditions and Restrictions for Park Hollow, recorded as Instrument No. D199067463 in the Real Property Records of Tarrant County, Texas, and any and all amendments thereof and supplements thereto (collectively, the "*Park Hollow Declaration*") and the Bylaws of the Association and any and all amendments thereto (the "*Bylaws*"); and

WHEREAS, the Park Hollow Declaration affects certain parcels or tracts of real property in the City of Euless, County of Tarrant, State of Texas (the "*Property*"); and

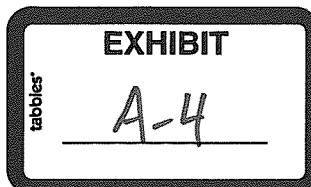
WHEREAS, the Board has the authority to enforce the provisions of the Park Hollow Declaration and the Design Guidelines promulgated by the Architectural Control Committee (the "*Design Guidelines*") pursuant to Article II, Section 2.5 of the Park Hollow Declaration; and

WHEREAS, the Board has the authority, pursuant to the Park Hollow Declaration, to determine, in its reasonable discretion, the manner in which violations of the Park Hollow Declaration and the Design Guidelines, are to be remedied and enforced; and

WHEREAS, the Board has and does hereby find the need to establish procedures for the enforcement of the restrictions contained in the Park Hollow Declaration and the Design Guidelines and for the elimination of violations which may be found to exist within the real property subject to the Park Hollow Declaration (the "*Addition*"); and

WHEREAS, the Board acknowledges that the terms and conditions contained herein shall apply to violations of the Design Guidelines and the covenants, conditions and restrictions contained in the Park Hollow Declaration on all property affected thereby.

NOW THEREFORE, IT IS RESOLVED that the following procedures and practices are hereby established for the enforcement of violations of the restrictions contained in the Park Hollow Declaration and the Design Guidelines, and for the elimination of violations of such provisions found to exist in, on or about the Addition (hereinafter referred to as "*Enforcement Policy*".)



1. **Application.** This Enforcement Policy and the rights and remedies conferred herein shall apply exclusively to violations of the covenants, conditions and restrictions contained in the Park Hollow Declaration and the Design Guidelines existing on the Addition. **This Enforcement Policy shall not, however, apply to violations of Article V, Section 5.3 of the Park Hollow Declaration pertaining to Lot Maintenance.** The Association may pursue enforcement of such violations pursuant to Section 5.3 of the Park Hollow Declaration.

2. **Establishment of a Violation.**

a. **Failure to Obtain Prior Approval.** Any improvement of any kind or nature erected, placed or altered on any Lot within the Addition which has not been first approved by the Architectural Control Committee (the "ACC"), is deemed a "Violation" under this Enforcement Policy for all purposes.

b. **Failure to Abide by Protective Covenants or Design Guidelines.** Any construction, alteration or modification which does not in all respects conform to that which has been so approved by the ACC or any activity or condition allowed to continue or exist on any Lot that is in direct violation of the covenants, conditions and restrictions contained in the Park Hollow Declaration or the Design Guidelines is also deemed a "Violation" under this Enforcement Policy for all purposes.

3. **Notification.**

a. **Informal Notice of Violation.** Upon verification of the existence of a Violation by the management staff ("Management") of the Association, Management will send to the Owner a written notice of the existence of the Violation ("*Informal Notice of Violation*"). The Informal Notice will inform the Owner of the nature, description and location of the Violation and provide a reasonable amount of time to cure the violation which shall not exceed fifteen (15) days.

b. **Formal Notice of Violation.** If the Owner fails to remedy the Violation or fails to submit plans and specifications for the offending improvement to the ACC (or if the ACC has denied approval of the plans and specifications submitted), and the violation is continuing, then no earlier than the expiration of the cure period in the Informal Notice of Violation, Management shall send via First Class U.S. Mail, to the Owner a written notice of the continuing existence of the Violation ("*Formal Notice of Violation*"). The Formal Notice of Violation will inform the Owner of the following:

- (i) The nature, description and location of the Violation that is the basis for the potential suspension action, charge or fine and state any potential amount due the Association from the Owner;
- (ii) What needs to be done to cure the Violation to avoid further enforcement measures; and

Exercise of one remedy will not preclude the concurrent or later exercise of any other remedy.

e. **Hearing.** Included in the Notice of Violation Prior to Enforcement Action will be notice that the Owner has a right to request in writing a hearing pursuant to Section 209.007 of the Texas Residential Property Owners Protection Act on or before the 30th day after the date the Owner receives the Notice of Violation Prior to Enforcement Action. The Board may appoint a committee to conduct such hearing in which case the Owner has the right to appeal such committee's decision to the Board. The hearing shall be held not later than the 30th day after the date the Board receives the Owner's request for a hearing. The Board shall notify the Owner of the date, time and place of the hearing not later than the 10th day before the date of the hearing. The Board or the Owner may request a postponement, and if requested, a postponement shall be granted for a period of not more than 10 days. Additional postponements may only be granted by agreement of the Board and Owner.

4. **Actions Without Notice or Hearing.** The notice and hearing provisions contained in paragraph 3 shall not apply under the following circumstances as set forth in Subsection 209.007(d) of the Texas Residential Property Owners Protection Act.

a. **Filing of Legal Action.** No notice or hearing shall be required if the Board files a suit seeking a temporary restraining order or temporary injunctive relief for a violation or files a suit that includes foreclosure as a cause of action. In such instance, a party to such legal action may file a motion to compel mediation.

b. **Temporary Suspension of Right to Use Common Area.** No notice or hearing shall be required if the temporary suspension is the result of a Violation that occurred in a common area and, in the opinion of a majority of the Board, involved a significant and immediate risk of harm to others in Park Hollow. This temporary suspension shall be effective until the Board makes a final determination on the suspension action after following the procedures prescribed in paragraph 3, above.

5. **Referral to Legal Counsel.** Where a Violation is determined to exist by Management pursuant to any of the provisions of this Enforcement Policy and where Management deems it to be in the best interests of the Association, after receiving approval from the Board, Management may, at any time and without prior notice to the Owner under the Enforcement Policy, refer the Violation to legal counsel for purposes of seeking to correct or otherwise abate the Violation, including an action for injunctive relief and/or civil damages against the Owner, or any other legal or equitable remedy that may be available to the Association.

6. **Cure of Violation During Enforcement.** An Owner may correct or eliminate a Violation at any time during the pendency of any procedure prescribed by this Enforcement Policy prior to the Hearing. Upon verification by the Board that the Violation has been corrected

Executed at to be effective as of the 29th day of September, 2005.

**Park Hollow Homeowner's
Association, Inc.**

By: Heather Hegin Bradley

Secretary

CERTIFICATION OF APPROVAL

I, Thomas H. Broom III, the duly-elected President of the Park Hollow Homeowner's Association, Inc. hereby certify:

That the Community Association Violation Enforcement Policy for the Park Hollow Homeowner's Association, Inc., was approved by the affirmative vote of the majority of the Board of Directors, and that the same does now constitute an official policy of the Park Hollow Homeowner's Association, Inc. and shall be filed of record with the office of the Tarrant County Clerk.

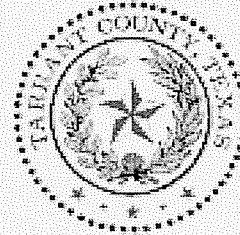
IN WITNESS WHEREOF, I heretofore subscribe my hand on this 29th day of September, 2005.

Thomas H. Broom III
President

EXHIBIT B

Those tracts and parcels of real property located in the City of Euless, Tarrant County, Texas and more particularly described as follows:

All lots and tracts of land situated in Park Hollow, an Addition to the City of Euless, Tarrant County, Texas, according to the Plat thereof recorded in Cabinet A, Slide 4683 and 4684, Plat Records, Tarrant County, Texas.



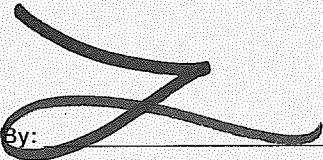
JUDD A AUSTIN JR
1700 PACIFIC AVE
SUITE 2700
DALLAS TX 75201

Submitter: HENRY ODDO AUSTIN & FLETCHER

SUZANNE HENDERSON
TARRANT COUNTY CLERK
TARRANT COUNTY COURTHOUSE
100 WEST WEATHERFORD
FORT WORTH, TX 76196-0401

DO NOT DESTROY
WARNING - THIS IS PART OF THE OFFICIAL RECORD.

Filed For Registration: 11/02/2005 02:48 PM
Instrument #: D205328861
OPR 34 PGS \$144.00

By: 



D205328861

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.