

**BYLAWS
OF
TRINITY LAKES
HOMEOWNERS ASSOCIATION, INC.**

I. NAME AND LOCATION

The name of the corporation is TRINITY LAKES HOMEOWNERS ASSOCIATION, INC. The address of the corporation is 2550 S. Precinct Line Road, Fort Worth, Texas 76118, but meetings of Members and Directors may be held at such places within Tarrant County, Texas, as may be designated by the Board of Directors.

II. DEFINITIONS

Certain words used in these bylaws shall have the same meaning in the Declaration, some of which are set forth below either in their entirety or in an abridged format:

“Association” means and refers to Trinity Lakes Homeowners Association, Inc., its successors and assigns.

“Common Area” means all real Property owned by the Association for the common use and enjoyment of the Owners and includes all Common Maintenance Areas as both are defined in the Declaration.

“Declarant” means and refers to CKK Residential, Inc., a Texas corporation, and its successors and assigns, if such successors or assigns should acquire more than one undeveloped Lot from Declarant for the purpose of development.

“Declaration” means and refers to the Declaration of Covenants, Conditions, and Restrictions for Trinity Lakes Addition recorded in Tarrant County, Texas

“Lot” means and refers to any plot of land indicated upon any Subdivision map of the Property or any party thereof creating single family homesites, with the exception of the Common Area and areas deeded or dedicated to, and accepted by, a governmental authority (including a public improvement district) together with all improvements thereon.

“Member” means and refers to those persons entitled to membership in the Association as provided in the Declaration.

“Owner” means and refers to the record Owner, whether one or more persons or entities, of fee simple title to any Lot which is a part of the Subdivision, including contract sellers, but excluding those holding title merely as security for performing an obligation.

“Property” means and refers to that certain tract of real Property described in the Declaration, and such additions to that tract as brought within the jurisdiction of the Association under the Declaration.

“Subdivision” means and refers to that certain tract of real Property described in the Declaration, and such additions to that tract as brought within the jurisdiction of the Association under the Declaration.

“Board” or “Board of Directors” means and refers to the Board of Directors for the Association.

III. MEETINGS OF MEMBERS

Section 1. Annual Meetings. Annual meetings of Members will be held within 45 days of the end of each fiscal year.

Section 2. Special Meetings. Special meetings of Members may be called by the president or by the Board of Directors, or upon a petition signed by at least 1/6 of the total votes of the Association. No business except as stated in the notice shall be transacted at a special meeting.

Section 3. Notice of Meetings. Written notice of each meeting of Members will be given by, or at the direction of, the secretary or other person authorized to call the meeting, by mailing a copy of such notice, postage prepaid, at least ten but not more than 30 days before such meeting, to each Member entitled to vote, to the Member’s last address appearing on the books of the Association, or supplied by such Member to the Association to receive notice. The notice will specify the day, hour, and place of the meeting, and with a special meeting, the purpose of the meeting. Notice for any meeting which involves no election or a vote by the Members can be provided at least 72 hours before the meeting by 1) posting the notice in a conspicuous manner reasonably designed to

provide notice to Members in a place within the Association's Common Area or; 2) with Members' consent, on other conspicuously located privately owned Property within the Subdivision; or 3) on any Internet website maintained by the Association or other Internet media; or 4) sending the notice by e-mail to each Member who has registered an e-mail address with the Association. It is the sole duty of the Member to keep such email address current, and to provide any changes to the Association.

Section 4. Order of Business. The order of business at all meetings of the Members shall be as follows, subject of the right of the Board of Directors to close the meeting and have a closed executive session to exercise powers conveyed in these bylaws or the Texas Property Code as provided in Article V, below:

- (a) Roll call and certifying proxies;
- (b) Proof of notice of meeting or waiver of notice;
- (c) Reading and disposal of unapproved minutes;
- (d) Reports of officers;
- (e) Reports of committees;
- (f) Election of Directors;
- (g) Unfinished business;
- (h) New business; and
- (i) Adjournment.

Section 5. Waiver of Notice. Any Member may, in writing, waive notice of any meeting of the Members, either before or after such meeting. Attendance at a meeting by a Member, whether in person or by proxy, shall be deemed waiver by such Member of notice of the time, date, and place, unless such Member specifically objects to lack of proper notice when the meeting is called to order. Attendance at a special meeting shall also be deemed waiver of notice of all business transacted at the meeting unless objection to the calling or convening of the meeting, of which proper notice was not given, is raised before the business is put to vote.

Section 6. Quorum. At any such meeting called for the purposes

of voting to take any action authorized herein, the Members present and the proxies of voting representatives entitled to vote at such meetings shall constitute a quorum. Valid absentee and electronic votes shall be counted as a Member present and voting to establish a quorum only for items appearing on the ballot.

Section 7. Proxies. At all meetings of Members, each Member may vote in person or by proxy. All proxies will be in writing and filed with the secretary. Proxies will be revocable, and the proxy of any Owner will automatically terminate upon conveyance of an Owner's Lot.

Section 8. Absentee Ballots. A Member may vote by absentee ballot. An absentee ballot may be counted as a Member present and voting for the purpose of establishing a quorum only for items appearing on the ballot. A solicitation for votes by absentee ballot may be sent by the Board and must include: (1) an absentee ballot that contains each proposed action and provides an opportunity to vote for or against each proposed action; (2) instructions for delivery of the completed absentee ballot, including the delivery location, and (3) the following language:

By casting your vote via absentee ballot you will forgo the opportunity to consider and vote on any action from the floor on these proposals, if a meeting is held. This means if there are amendments to these proposals, your vote(s) will not be counted on the final vote on these measures. If you desire to retain this ability, please attend any meeting in person. You may submit an absentee ballot and later choose to attend any meeting in person, in which case any in-person vote will prevail.

IV. BOARD OF DIRECTORS

Section 1. Election Number, Character and Qualification.

(a) The affairs of the Association shall be governed by the Board of Directors. The number of Directors which shall constitute the whole Board of Directors shall be fixed from time to time by resolution of the Board of Directors, but the number of Directors shall not be less than 3 or more than 7.

(b) For so long as Declarant has Class B membership Declarant shall have the authority to appoint the Directors. During this time, Directors shall not be required to be residents of the Association.

(c) Upon expiration or termination of Declarant's Class B Membership, Directors shall be elected at the Annual Meeting of the Members. Each Director shall continue in office until his successor shall have been elected or until his earlier death, resignation or removal in the manner hereinafter provided.

Section 2. Powers and Duties. The Board of Directors shall have the powers and duties necessary for the administration of the affairs of the Association. The Board may do all such acts and things except those acts and things that may not be delegated to the Board by law, by the Certificate of Formation, by these bylaws, or by the Declaration. Such powers include:

(a) to adopt rules and regulations to implement the Declaration and these bylaws;

(b) to enforce the Declaration, these bylaws, and the Association's rules and regulations;

(c) to elect officers of the Board, and select members of committees when that power devolves to the Board of Directors;

(d) to delegate its powers to committees, officers, or employees;

(e) to manage and maintain all of the Common Areas in a state of high quality and good repair;

(f) to pay taxes and assessments that are or could become a lien on the Common Areas;

(g) to make improvements to Common Areas;

(h) to pay the costs of any liability and fire insurance upon the Common Areas, and any liability insurance for Board or committee members;

(i) to cause to be kept a complete record of all its acts and corporate affairs;

(j) to file and maintain, in the real property records of Parker County, Texas, a management certificate, signed and acknowledged by an officer or the managing agent of the Association, stating: 1) the name of the Subdivision; 2) the name of the Association; 3) the recording data for the Subdivision; 4) the recording data for the Declaration; 5) the

mailing address of the Association; 6) the name and mailing address of the person managing the Association or the Association's designated representative; and 7) other information the Association considers appropriate, as required by section 209.004 of the Texas Property Code;

(k) to adopt and maintain a payment plan policy applicable to delinquent Members of the Association; and

(l) to adopt and maintain records retention and records production policies.

(m) to retain the services of a professional person or management firm to manage the Association or any separate portion thereof to the extent deemed advisable by the Board (provided that any contract for management of the Association shall be terminable by the Association, with no penalty upon 90 days' prior written notice to the managing party), 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 the Manager;

(n) to enter into contracts, maintain one or more bank accounts, and generally to have all the power necessary or incidental to the operation and management of the Association, including, without limitation, the power to hire and retain the services of professionals to assist with such operations, claims, and enforcement, including, without limitation, accountants and attorneys;

(o) to protect or defend the Common Areas from loss or damage by suit or otherwise and to provide adequate reserves for replacements;

(p) to enforce the provisions of any rules made hereunder and to enjoin and seek damages from any Member for violation of such provisions or rules;

(q) to enter into contracts with utility companies with respect to utility installation, consumption and services matters;

(r) to sue or to defend in any court of law on behalf of the Association;

(s) to make, or cause to be made, any tax returns, reports, or other filings required by federal, state, or local governmental authorities;

(t) to exercise any additional powers set forth in the

Declaration.

Section 3. Compensation. No Director will receive compensation for any service he or she may render to the Association. However, any Director may be reimbursed for his or her actual expenses in the performance of his or her duties.

Section 4. Vacancy. If any vacancy shall occur among the Directors by reason of death, resignation, or removal, the vacancy may be filled by action of a majority of the remaining Directors at any annual or special meeting. Any directorship to be filled by reason of an increase in the number of Directors shall be filled by election at an annual meeting or at a special meeting of members called for that purpose. A Director elected to fill a vacancy shall be elected for the unexpired term of his predecessor in office.

Section 5. Removal. Any Director, other than a Director appointed by Declarant, may be removed from the Board of Directors, with or without cause, by a majority vote of the Directors of the Board. In the event of death, resignation, or removal of a Director, other than a Director appointed by Declarant, his or her successor will be selected by the majority vote of the Board, and such successor shall serve for the unexpired term of his or her predecessor. For so long as the Declarant retains "Class B" membership in the Association, Declarant retains the power to remove any Director it appoints on its own motion and appoint a successor without the need of a vote of the other Directors.

Section 6. Indemnification and Insurance.

A. The Association will indemnify, through an officer and Director insurance policy, any Director, officer, committee member (including, without limitation Architectural Control Committee member), employee, or former Director, officer or employee of the Association, against expenses actually and necessarily incurred by him or her, and any amount paid to satisfy judgments for any action, suit, or proceeding, whether civil or criminal (a "Claim"), in which he or she is made a party by being or having been a Director, officer, or employee (whether or not a Director, officer, or employee when such costs or expenses are incurred by or imposed upon him or her) except in relation to matters which he admits to or is found liable for gross negligence or willful misconduct in the performance of duty. The Association will cause to be paid to any Director, officer, committee member (including, without limitation Architectural Control Committee member), or employee the reasonable costs of settlement of any such Claim. Such right of indemnification will not be deemed exclusive of any other rights to which such Director,

officer, or employee may be entitled by law or under any bylaw, agreement, vote of Members, or otherwise.

B. The Association may purchase and maintain insurance or another arrangement on behalf of any person who is or was a Director, officer, committee member (including, without limitation Architectural Control Committee member), employee, or agent of the Association or who is or was serving at its request as a Director, officer, committee member (including, without limitation Architectural Control Committee member), partner, venturer, proprietor, trustee, employee, agent, or similar functionary of another foreign or domestic corporation, partnership, joint venture, sole proprietorship, trust, employee benefit plan, or other enterprise against any liability asserted against or incurred by him in such a capacity or arising out of his status as such a person, whether or not the Association would have the power to indemnify him against the liability pursuant to the provisions of Texas law. Furthermore, the Association may, for the benefit of persons indemnified by the Association: (1) create a trust fund; (2) establish any form of self-insurance; (3) secure its indemnity obligation by grant of a security interest or other lien on the assets of the Association, in accordance with applicable law; or (4) establish a letter of credit, guaranty, or surety arrangement.

V. BOARD MEETINGS

Section 1. Application. The rules set forth in this Section V apply to meetings of the Master Board and Subarea Boards.

Section 2. Regular Meetings. Regular meetings of the Board of Directors will be held quarterly, at such place and hour as fixed from time-to-time by resolution of the Board of Directors. If the regular date for a meeting falls on a legal holiday, such meeting will be held at the same time on the next following day which is not a legal holiday.

Section 3. Special Meetings. Special meetings of the Board of Directors will be held when called by the president of the Board of Directors, or by any two Directors.

Section 4. Quorum. A majority of the Board of Directors will constitute a quorum for the transaction of business. Every act performed or decision made by a majority of the Board of Directors present at a duly-held meeting in which a quorum is present will constitute the act or decision of the Board of Directors.

Section 5. Notice. All meetings of the Board of Directors shall be

open to the Members of the Association, subject to the right of the Board of Directors to adjourn a meeting and reconvene in closed executive session to consider actions listed in Tex. Prop. Code § 209.005(h), including, without limitation, actions involving personnel, pending or threatened litigation, contract negotiations, enforcement actions, confidential communications with the Association's attorney, matters involving the invasion of privacy of individual Owners, or matters to remain confidential by request of the affected parties and agreement of the Board of Directors. Notice of Board of Directors meetings, both regular and special, shall be provided as required in Article III, Section 3.

Section 6. Minutes. The Board shall keep a record of each regular or special Board meeting in the form of written minutes of the meeting. Following an executive session, any decision made in the executive session must be summarized orally and placed in the minutes, in general terms, without breaching the privacy of individual Owners, violating any privilege, or disclosing information that was to remain confidential at the request of the affected parties. The oral summary must include a general explanation of expenditures approved in executive session.

Section 7. Action Without Meeting. Any action involving routine or administrative matters or a reasonably unforeseen emergency or urgent necessity that requires immediate action that may be taken at a meeting of the Directors may be taken without a meeting if a consent in writing, setting forth the action so taken, is signed by the requisite number or voting power of the Directors and filed with the secretary of the Association. A Director can consent to an action to be taken by e-mail. Consent by e-mail is considered to be written, signed, and dated for the purposes of this section if the e-mail sets forth or is delivered with information from which the Association can determine that the e-mail was transmitted by the Director and the date on which the Director transmitted the e-mail. The date of the e-mail is the date on which the consent was signed. Consent given by e-mail shall be printed and placed in the book in which proceedings of the Director meetings are recorded. Any action taken without notice to the Members must be orally summarized, including an explanation of all actual or estimated expenditures associated with such action approved by such Board of Directors, and be documented in the minutes of the next regular or special meeting of such Board of Directors. Without prior notice to the Members under these bylaws, the Board of Directors is prohibited from taking any action, considering or voting on the actions listed in Tex. Prop. Code § 209.005(h).

Section 8. Participation in Meeting. Members of the Board of

Directors may participate in and hold a meeting of such Board by means of conference telephone or similar communications equipment by means of which all persons participating in the meeting can hear each other, and participation in a meeting pursuant to this Section shall constitute presence in person at such meeting, except where a person participates in the meeting for the express purpose of objecting to the transaction of any business on the ground that the meeting is not lawfully called or convened.

VI. ENFORCEMENT

Section 1. Notice Prior to Enforcement. Before the Board may suspend an Owner's right to use a Common Area, file suit against an Owner (other than a suit to collect a regular or special assessment or foreclose under a lien held by the Association), charge an Owner for property damage, levy a fine for violation of the Declaration or these bylaw or other rules of the Association, or otherwise take any action of abatement or enjoinder of violations, the Board or its agent, must give written notice to the Owner by certified mail, return receipt requested, as follows:

(a) The notice must describe the breach, violation, or property damage that is the basis of enforcement.

(b) It must state any amount due from the Owner to the Association.

(c) It must inform the Owner that the Owner:

- (1) is entitled to a reasonable cure period to avoid the enforcement action, unless the Owner was given notice and reasonable time to cure a similar violation within the preceding six months;
- (2) may request a hearing under Section 209.007 of the Texas Property Code on or before the 30th day after the date the notice was mailed to the Owner; and
- (3) including the following notice at the bottom in **bold** type: "Pursuant to Section 209.006(b)(2)(C) of the Texas Property Code you may have special rights or relief related to [insert the alleged violation and proposed action to abate it] under federal law, including the Servicemembers Civil Relief Act (50 U.S.C. App. Section 501 et. seq.), if you are serving on active military duty."

Section 2. Abatement and Enjoinment. The continued violation of any Association rule promulgated by the Board, or the breach of any of these bylaws, or the breach of any provision of the Declaration after notice and opportunity to cure, will give the Board the right, in addition to any other rights set forth in the Declaration or in these bylaws, to the following:

(a) To enter the Lot in which, or as to which, the violation or breach exists and to 1) abate and remove, at the expense of the Owner of the defaulting Lot, any structure, thing, or condition that may exist contrary to the intent and meaning of the provisions of the Declaration or these bylaws, and the Board will be deemed not-guilty in any manner of trespass, and 2) expel, remove, and put out such structure, thing, or condition, using any force as may be necessary in so doing, without being liable to prosecution or any damages.

(b) To enjoin, abate, or remedy by appropriate legal proceedings, either at law or in equity, the continuance of any breach.

Section 3. Hearing Procedure. The Board of Directors, from time-to-time, may prescribe the procedures for the conduct of a hearing and other similar "due process" matters. The hearing shall be held in executive session under notice, and afford the Member a reasonable opportunity to be heard. Prior to the effectiveness of any sanction, proof of notice and the invitation to be heard shall be placed in the minutes of the meeting. Such proof shall be deemed adequate if a copy of the notice, with a statement of the date and manner of delivery, is entered by the officer, Director, or agent who delivered such notice. The notice requirement shall be deemed satisfied if the alleged violator appears at the meeting. The minutes of the meeting shall contain a written statement of the results and the sanction imposed.

VII. LIENS

Section 1. Enforcement by Judicial Foreclosure and Notice to Inferior Lien Holders.

(a) Texas Property Code 209.0092, incorporated by reference herein, requires the Association to obtain a court order prior to foreclosing the Association's assessment lien. The procedure for obtaining such court order is outlined in the referenced statute.

(b) Further, prior to commencing a judicial foreclosure action, and in addition to any other notices required by these bylaws, Texas Property Code 209.0091, incorporated by reference herein, requires the

Association to:

(i) Provide written notice of the total amount of delinquency giving rise to the foreclosure to any holder of a lien of record on the Owner's Property whose lien is inferior or subordinate to the Association's lien and is evidenced by a deed of trust; and

(ii) Provide the recipient of the notice an opportunity to cure the delinquency before the 61st day after the date the recipient receives the notice.

(iii) Notice under this subsection (b) must be sent by certified mail, return receipt requested, to the address for the lien holder shown in the deed records relating to the Owner's Property that is subject to the Association's lien.

(c) No more than 30 days following a foreclosure sale, the Association must deliver to the Owner whose Lot was sold and each lienholder of record a written notice stating the date and time the sale occurred and informing such Owner and each lien holder of record of the right of such Owner and such lienholders to redeem the Property under Section 209.011 of the Texas Property Code.

(i) Such notice must be sent certified mail return receipt requested to:

(1) the Owner's last known mailing address as reflected in the Association's records,

(2) the address of each lienholder of record as found in the most recent deed of trust filed of record in the real property records of Tarrant County, Texas, and

(3) the address of each transferee or assignee of a deed of trust described above, who has provided notice to the Association of such assignment or transfer as pursuant to Section 209.010(b)(3).

Section 2. Subordinated Lien to Secure Payment. The Association shall have a lien as described in the Declaration, and it shall be subordinated to the first mortgage lien as described in the Declaration. Prior to any enforcement action, notice must be given to the lienholder as described in the Declaration.

Section 3. Identity of Mortgage Lender. At the time any mortgage financing or refinancing is obtained for any Lot, which will, as provided

above, be superior to the Association's lien, the Owner of such Lot shall, within ten (10) days prior to the consummation of any such mortgage or financing, deliver to the Association written notice identifying the lender making such mortgage loan in terms of its full legal name, its current address and telephone number, and the name of an officer or other person within the entity who is responsible for that particular loan account (if available). Upon the written request of any such lender holding a superior lien on any Lot as provided herein, the Association shall report to such lender any unpaid assessments which are delinquent. The Association may, from time to time, at its own initiative, elect to report delinquent assessments to such mortgage lenders.

Section 4. Common Properties Exempt. The common properties of the Association, if any, and all properties owned by or otherwise dedicated to any political Subdivision (including, without limitation, any Property dedicated or conveyed to, and maintained by, a Public Improvement District established by the City of Fort Worth or the county government of Parker County, TX), shall be exempted from the assessments and Association's lien.

VIII. OFFICERS

Section 1. Application. The rules set forth in this Section VIII apply to officers of the Association and Subareas.

Section 2. Enumeration of Offices. The officers will be a president and vice-president, who will be Members of the Board of Directors, and a secretary, treasurer, and such other officers as the Board of Directors may from time-to-time by resolution create.

Section 3. Election of Officers. The election of officers will take place at the first meeting of the Board of Directors following each annual meeting of Members.

Section 4. Term. The officers of the Association will be elected annually by the Board of Directors. Each will hold office for a term of one year unless he or she sooner resigns, is removed, or is otherwise disqualified to serve.

Section 5. Special Appointments. The Board of Directors may elect such other officers as the affairs of the Association may require, each of whom will hold office for such period, have such authority, and perform such duties as the Board of Directors may, from time-to-time, determine.

Section 6. Resignation and Removal. Any officer may be removed from office by the Board of Directors with or without cause. Any officer may resign by giving written notice to the Board of Directors, the president, or the secretary. Such resignation will take effect on the date of receipt of such notice or at any later time specified in the notice, and unless otherwise specified in the notice, the acceptance of such resignation will not be necessary to make it effective.

Section 7. Vacancies. A vacancy in any office may be filled by appointment of the Board of Directors. The officer appointed to such vacancy will serve for the unexpired term of the officer he or she replaces.

Section 8. Multiple Offices. The offices of secretary and treasurer may be held by the same person. No person will simultaneously hold more than one of any of the other offices, except for special offices created under Section 5 above.

Section 9. Duties. The duties of the officers are:

(a) President. The president will preside at all meetings of the Board of Directors, will see that orders and resolutions of the Board of Directors are carried out, will sign all leases, mortgages, deeds, and other instruments, and will cosign all checks and promissory notes.

(b) Vice-President. The vice-president will act in the place of the president in the event of his or her absence, inability, or refusal to act, and will exercise and discharge such other duties as required of him or her by the Board of Directors.

(c) Secretary. The secretary will record the votes and keep the minutes of all meetings and proceedings of the Board of Directors and of the Members, keep the corporate seal of the Association and affix it to all papers so requiring; serve notice of meetings of the Board of Directors and of Members, keep current records showing the Members of the Association with their addresses, and perform such other duties as required by the Board of Directors or by law.

(d) Treasurer. The treasurer will receive and deposit into bank accounts all funds of the Association or Subareas, and will disburse such funds as directed by resolution of the Board of Directors; will sign all checks and promissory notes of the Association; will keep proper books of account; and will prepare an annual budget and statement of income and expenditures, a copy of which will be delivered to each Member, and a financial report which will be given at the regular annual meeting of Members.

IX. COMMITTEES

Section 1. General. The Board of Directors may appoint committees as it may deem appropriate by a resolution passed by a majority of the Directors. Such committees shall perform those duties and have those powers as provided in the resolution. Each committee shall operate under the terms designated by the Board of Directors, or with rules adopted by the Board of Directors. The Board of Directors shall appoint the chairperson for each committee, who shall preside at its meetings and who shall transmit all communications to the Board of Directors.

Section 2. Architectural Review Committee.

(a) Designation. An Architectural Control Committee shall be appointed and maintained for the Association as provided in the Declaration.

(b) Limitation of Liability. In addition to the limitation of liability and indemnity described in these bylaws herein for Directors, Officers, and Committee Members (including Architectural Control Committee Members) past and present, The Architectural Control Committee has no liability or obligation whatsoever in connection with any plans and/or specifications, and no responsibility for the adequacy thereof or for the construction of any improvements contemplated by any such plans and/or specifications as stated in the Declaration and shall be indemnified and held harmless as provided in the Declaration and these bylaws.

X. ASSESSMENTS

Section 1. Purpose of Assessments. The assessments levied hereunder by the Association shall be used exclusively for the purpose of protecting and promoting the comfort, collective mutual enjoyment, health, safety, and welfare of the Owners of the Property, including, but not limited to, the following:

(a) The carrying out of the duties of the Board of Directors as provided herein and, in the Declaration, and Certificate of Formation of the Association;

(b) The carrying out of the purposes of the Association as stated herein and in the Declaration and Certificate of Formation; and

(c) The carrying out of all other matters set forth or

contemplated in the Declaration.

Section 2. Annual Budget and Regular Assessments. Each fiscal year, while the Declaration is in force, the Board of Directors shall adopt an annual budget for the Association.

(a) Units Owned by Class A Members. Subject to the terms of this Section 2 and the Declaration, each Lot is subject to an initial maintenance charge to be determined by the Board of Directors to establish a maintenance fund as provided in the Declaration. The Board may determine which maintenance charge and assessment will be paid by the Owner or Owners of each Lot in the Association in advance, in monthly, quarterly, or annual installments, commencing as to all Lots. The rate of such assessment will be determined by resolution of the Board of Directors at least 30 days in advance of each affected assessment period, but no less frequently than annually. Except as otherwise determined by the Board of Directors, and subject to the Declaration and subsection (b) of this Section 2, the assessment for each Lot within the Association shall be uniform for all Lots in the Association. The Association shall, upon written demand and for a reasonable charge, furnish a certificate signed by the president or treasurer of the Association setting forth whether or not the assessment has been paid for the assessment period for the requesting Owner.

(b) Units or Lots Owned by Declarant. Notwithstanding the foregoing, the Declarant shall be exempt from the annual maintenance assessment charged to Owners so long as there is a Class B membership as provided in the Declaration.

Section 3. Special Assessments. In addition to the annual assessments authorized above, the Association, acting under a specific resolution of the Board, may levy special assessments in any assessment year, applicable to that year only, for the purpose of defraying, in whole or in part, the cost of any non-recurring maintenance, or the acquisition, construction, reconstruction, repair, or replacement of a capital improvement upon any Common Area, including fixtures and personal property related thereto. If the Association has levied a special assessment pursuant to this Section 3, it shall not commingle the proceeds of such special assessment with the maintenance fund. Such proceeds shall be used solely and exclusively to fund the non-recurring maintenance or improvements in question.

Section 4. Payment of Regular Assessments. Regular assessments as set forth in Section 2(a) shall commence on the date as set forth in such Section 2(a) and thereafter shall be due and payable as

provided in such Section 2(a), or as resolved by the Board of Directors.

Section 5. Payment of Special Assessments. Special assessments as set forth in Section 3 shall be due and payable in full within ten (10) days following the date at which any such special assessment is determined in the resolution adopting such special assessment, except that, if it is specifically determined by the Board of Directors that any such assessment is to be paid instead in deferred installments, then the payment dates and amounts of such installments shall be fixed in the resolution authorizing such special assessment. Any Owner may apply to the Board in writing during such period for making repayment to consider a payment in deferred installments plan for any special assessment. Such request shall be considered in a closed Executive Session of the Board at the next Board Meeting or by Unanimous Consent as provided in these bylaws or the Declaration. Until such decision is returned by the Board to the Owner in writing, the Owner shall pay, monthly, an amount equal to the amount of the assessment divided by 12 months. The Board's decision shall be final and made in the Board's absolute discretion.

Section 6. Delinquent Payment Plan Policy. The initial payment plan policy applicable to all delinquent Members of the Association is attached to these bylaws as Exhibit "A."

XI. BOOKS AND RECORDS INSPECTION

Section 1. Inspection by Members. The membership register, books of account, and minutes of meetings of the Members, the Board of Directors, and committees shall be made available for inspection and copying by any Member of the Association, or by his or her duly-appointed representative, at any reasonable time, and for a proper purpose reasonably related to his or her interest as a Member, at the office of the Association or at such other place as the master Board shall prescribe.

Section 2. Rules for Inspection. The Board may establish reasonable rules regarding:

- (a) notice to be given to the custodian of the records by the Member desiring to make the inspection;
- (b) hours and days of the week when such an inspection may be made;
- (c) payment (or prepayment) of the cost of reproducing copies of

documents requested by a Member; and

- (d) maintenance of confidentiality regarding records.

Section 3. Records Retention and Records Production Policies. The initial records retention policy and records production policy relating to the Association's books and records are attached to these bylaws as exhibits "B" and "C," respectively.

Section 4. Inspection by Directors. Each Director shall have the absolute right at any reasonable time to inspect all books, records, and documents of the Association, and the physical properties owned or controlled by the Association. The right of inspection by a Director includes the right to make reasonable extracts and copies of documents at the expense of the Association.

XII. FISCAL MANAGEMENT

Section 1. Fiscal Year. The fiscal year of the Association will be the calendar year.

Section 2. Accounts. The funds and expenditures of the Members by and through the Association shall be credited and charged to accounts under the following classifications as shall be appropriate:

- (a) General Maintenance Fund Accounts for allocating funds to fulfill the purposes of the annual assessments for working capital and for adequate reserved funds authorized by the Declaration;

- (b) Special Assessment Account for allocating funds collected for non-recurring maintenance and capital improvements authorized by the Declaration.

Section 3. Separate Accounts. Separate accounts may be established in order to better demonstrate that the amounts deposited therein are capital contributions and not income to the Association.

XIII. AMENDMENTS TO BYLAWS

a) During the Declarant Control Period:

- (1) The Declarant may, in its sole discretion, may modify, amend or repeal these bylaws or the Certificate of Formation, without a vote or consent of any other party, as necessary: (1) to bring any provision into compliance with any applicable governmental statutes,

rule, regulation, or judicial determination; (2) to comply with requirements of VA, HUD (Federal Housing Administration), FHLMC or FNMA or any other applicable governmental agency or secondary mortgage market entity; (3) to clarify or to correct technical, typographical, or scrivener's errors; provided however, any amendment pursuant to clause (1)-(3), herein, must not have a material adverse effect upon any right of any Owner. Any amendment to these bylaws or the Certificate of Formation shall be effective upon recording;

2) These bylaws may be amended by a vote of the majority of the Board of Directors provided that notice has been given to Members of a proposed amendment at least ten (10) days in advance of any meeting of the Board of Directors at which such amendments are to be voted upon. In addition to the notice described above, the Board must provide notice of the regular or special meeting as provided in these bylaws and the Declaration; however, such amendment requires the consent of the Declarant to become effective;

b) After the expiration of the Declarant Control Period:

1) These bylaws may be amended by a vote of the majority of the Board of Directors provided that notice has been given to Members of a proposed amendment at least ten (10) days in advance of any meeting of the Board of Directors at which such amendments are to be voted upon. In addition to the notice described above, the Board must provide notice of the regular or special meeting as provided in these bylaws and the Declaration;

2) The Board of Directors, by supermajority vote, may delegate power to amend these bylaws to the Members. In the event such power has been delegated to the Members, these bylaws may be amended upon a majority vote of those Members present in person or by proxy at a duly convened regular or special meeting of the Members.

XIV. EVIDENCE OF OWNERSHIP, REGISTRATION OF MAILING ADDRESS

Section 1. Proof of Ownership. Except for those Owners who purchase a Lot from Declarant, any person, on becoming an Owner of a Lot, shall furnish to the Board of Directors, a true and correct copy of the original, or a certified copy of the recorded instrument vesting that person with an interest or ownership in the Lot, which copy shall remain in the files of the Association.

Section 2. Registration of Mailing Address. The Owner or several Owners of a Lot shall have one and the same registered mailing address to be used by the Association for mailing of statements, notices, demands, and all other communications, and such registered address shall be the only mailing address of a person or persons to be used by the Association. Such registered address of an Owner or Owners shall be deemed to be the mailing address of the Lot owned by said Owner or Owners unless a different registered address is furnished by such Owner(s) to the Board within 15 days after transfer of title, or after a change of address; and such registration shall be in written form and signed by all of the Owners of the Lot or by such persons as are authorized by law to represent the interest of (all of) the Owner(s) thereof.

Section 3. Fine for violation of Article XIV. Each Owner has a duty to comply with the obligations under this Article XIV and shall be in default of this Article XIV if such documents as required by Sections 1 and 2 are not delivered to the Board of Directors. Such defaulting Owner shall be assessed a reasonable fine to be determined by the Board if such defaulting Owner does not cure his default under this Articles XIV after receiving written notice from the Board that such default has occurred. Such fine, if assessed, shall be in the nature of a special assessment as defined in these bylaws and the Declaration. Owner shall not be permitted to use the special assessment payment plan request as described in these bylaws for any fine described in this Section.

XV. CONFLICTS WITH ARTICLES OF INCORPORATION OR DECLARATION OF COVENANTS

With any conflict between the Association's Certificate of Formation and these bylaws, the certificate will control. With any conflict between the Declaration and these bylaws, the Declaration will control. With any conflict between the provisions of the Texas Non-Profit Corporation Act or any other Texas law, such act or law will control to the extent it is not permitted to be changed by these bylaws. 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.

XVI. NON-PROFIT ASSOCIATION

This Association is not organized for profit. No Member, Member of the Board of Directors, officer of the Association, committee member (including, without limitation, an Architectural Control Committee member), person from whom the Association may receive any Property or funds shall receive or shall be lawfully entitled to receive any pecuniary

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 Member of the Board of Directors, officer of the Association, committee member (including, without limitation, an Architectural Control Committee member), or Member; provided, however, that such individuals may receive reimbursement for their actual out-of-pocket expenses as provided in these bylaws and the Declaration.

XVII. WAIVER AND LIABILITY

Section 1. No Waiver of Rights. The omission or failure of the Association, the Board, an officer, a committee member (including, without limitation a Member of the Architectural Control Committee), or any Member to enforce the covenants, conditions, restrictions, easements, uses, liens, limitations, obligations, or other provisions of the Declaration, the bylaws, or the rules and regulations adopted pursuant thereto, shall not constitute or be deemed a waiver, modification, or release thereof, and the Board of Directors shall have the right to enforce the same thereafter.

Section 2. Assumption of Risk. By virtue of acceptance of a deed conveying a Lot subject to the Declaration and these bylaws, membership in the Association, and usage of the Common Areas, each Member assumes all risk, known and unknown, foreseeable and unforeseeable, in any way connected with the use and any invited guests' use of these Common Areas. TO THE FULLEST EXTENT ALLOWED BY LAW EACH MEMBER WAIVES ANY LIABILITY THAT THE MEMBER COULD CLAIM AGAINST THE ASSOCIATION, ITS DIRECTORS, OFFICERS, COMMITTEE MEMBERS, EMPLOYEES, AGENTS, CONTRACTORS, AND THEIR SUCCESSORS, HEIRS, AND ASSIGNS FOR ANY INJURY OCCURRING TO THE OWNER, MEMBER, OR THE OWNER'S OR MEMBER'S GUESTS, INVITEES, LICENSEES, AGENTS (WHICH DOES NOT INCLUDE CONTRACTORS), EMPLOYEES, AND THEIR RESPECTIVE SUCCESSORS, HEIRS AND ASSIGNS, IN CONNECTION WITH THE MEMBER'S USE OF THE COMMON AREA; PROVIDED, HOWEVER, THAT SUCH WAIVER SHALL NOT APPLY TO ANY CLAIM OF GROSS NEGLIGENCE OR WILLFUL MISCONDUCT AGAINST ANY PERSON TO WHOM SUCH WAIVER IS GIVEN IN THIS PARAGRAPH.

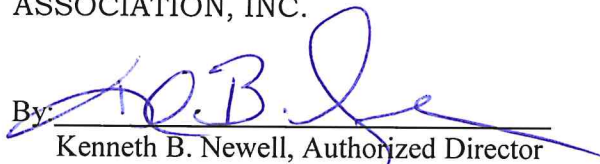
XVIII. EXECUTION OF DOCUMENTS

The person who shall be authorized to execute any and all contracts, documents, instruments of conveyance or encumbrances,

including promissory notes, during the Declarant Control Period, the Declarant, or by delegation from the Declarant to any Director or Officer of the Association, and after the Declarant Control Period, such signatory shall be two, one of each of the president or vice-president, and the secretary or any assistant secretary of the Association.

As the authorized Director of the Association, I certify that the Association hereby adopts the foregoing bylaws on this ____ day of _____, 2019.

TRINITY LAKES HOMEOWNERS
ASSOCIATION, INC.

By: 
Kenneth B. Newell, Authorized Director

STATE OF TEXAS §
 §
COUNTY OF Tarrant §

This instrument was acknowledged before me on this 17 day of June, 2019, by Kenneth B. Newell, Director of Trinity Lakes Homeowners Association, Inc., a Texas non-profit corporation, on behalf of said non-profit corporation.




Notary Public in and for the State of Texas

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