

**THIRD AMENDED AND RESTATED BYLAWS OF
BROOKWOOD HILLS II HOMEOWNERS ASSOCIATION, INC.
(A TEXAS NON-PROFIT CORPORATION)**

ARTICLE I

NAME

The name of the organization shall be Brookwood Hills II Homeowners Association, Inc., a Texas non-profit corporation, hereinafter called the “Association.”

ARTICLE II

ORGANIZATION AND PURPOSES

2.1 ORGANIZATION. The Association is organized and shall be operated exclusively as a homeowners association within the meaning of section 528 of the Internal Revenue Code of 1986, as amended, or the corresponding provision or provisions of any subsequent United States Internal Revenue Code of 1986, as amended, or the corresponding provision or provisions of any subsequent United States Internal Revenue law or laws. The Association is formed in connection with the development of and sale of Residences constructed on the real property in the City of Bedford, Tarrant County, Texas described in Exhibit A hereto (the “Brookwood Hills II Property”).

2.2 PURPOSES. The purposes for which the Association is formed are to provide for maintenance, preservation and architectural control of the residence lots and common areas within a certain subdivided tract of real property described as Phase II, Brookwood Hills Addition, Bedford, Texas, and to promote the health, safety, and welfare of the residents within the above described subdivision and such additions thereto as may be brought within the jurisdiction of the Association for such purpose, including performance of all of the duties and obligations of the Architectural Control Committee as set forth in the Declaration (as defined in the Articles of Incorporation).

2.3 ASSOCIATION OBLIGATIONS. The Association and its Board of Directors shall never be under any obligation to provide architectural control or enforce the covenants, conditions or restrictions of the Declaration, and any failure to so provide or enforce shall never give rise to any liability on the part of the Association or its Board of Directors.

24 MEMBER/USER OBLIGATIONS. All present or future members of the Association and all tenants, guests or invitees of any such Members, shall be subject to the regulations set forth in these Bylaws, the Declaration, and the policies and regulations established by the Board of Directors.

ARTICLE III

DEFINITION AND TERMS

3.1 DEFINITIONS. Capitalized terms used in these Bylaws and not defined elsewhere herein shall have the meaning assigned to them below:

(a) “Articles” shall mean the Articles of Incorporation of the Association as the same may from time to time be duly amended.

(b) “Assessments” shall mean Regular Assessments and Special Assessments as defined below:

(i) “Regular Assessment” shall mean the amount assessed to and required to be paid by each Owner to the Association for that Owner’s portion of the Common Expenses in accordance with these Bylaws.

(ii) “Special Assessment” shall have the meaning assigned to it in Section 5.4 below.

(c) “Association Budget” shall mean the Association’s Cash Flow Projection to be prepared and approved by the Board of Directors.

(d) “Board of Directors” shall mean the Board of Directors of the Association.

(e) “Initiation Fee” shall mean the initiation fee payable by Members pursuant to Section 5.1 below.

(f) “Landscaping Improvements” shall mean and refer to such landscaping as installed by the Association or as the Association may install in portions of the Brookwood Hills II Property.

(g) “Lot” shall mean each residential lot on the Brookwood Hills II Property which is shown on a final plat duly approved by all applicable governmental authorities and filed for record with the Clerk of Tarrant County, Texas.

(h) “Member” shall mean each person or entity who is a member of the Association as provided for in Article IV hereof.

(i) “Owner” shall mean each record owner, whether one or more persons or entities of the fee simple title to a Lot who has acquired title to the Lot to use the Residence constructed thereon as a home and who is a Member pursuant to these Bylaws.

(j) “Property” shall initially mean and refer to the Brookwood Hills II Property.

(k) “Residence” shall mean any detached single-family residence constructed upon a Lot.

(l) “Brookwood Hills II Property” shall mean and refer to, collectively, the property situated in Tarrant County, Texas described on the attached Exhibit “A.”

ARTICLE IV

MEMBERSHIP AND VOTING

4.1 MEMBERSHIP. Membership in the Association shall vest as follows:

(a) Any person or entity on becoming a record owner of all or any part of a Lot in the Brookwood Hills II Property to use the Residence constructed thereon as a home shall automatically become a Member of the Association and be subject to these Bylaws and the Association's dedicatory instruments.

(b) An Owner's membership in the Association shall terminate without any formal Association action whenever the Owner ceases to own all or any part of a Lot. Such termination shall not relieve or release the Owner from any liability or obligation incurred in connection with the Association or the Owner's Lot during the period of such ownership and membership in the Association, or impair any rights or remedies which the Board of Directors or others may have against such Owner in connection with such ownership and membership and the covenants and obligations incident thereto. No certificates of stock shall be issued by the Association, but the Board

of Directors, if it so elects, may issue one (1) membership card per Lot to the Owner(s) of a lot. Such membership card shall be surrendered to the Secretary whenever ownership of the Lot designated thereon is terminated.

4.2 VOTING. The Association shall have one class of voting membership. Members shall be entitled to one (1) vote for each Lot in which they hold the interest required for membership. When more than one person or entity holds such interest or interests in any Lot, all such persons shall be Members, and the vote for such Lot shall be exercised as they, among themselves, determine, but in no event shall more than one (1) vote be cast with respect to any such Lot.

4.3 INCREASE IN ASSESSMENTS OR INITIATION FEE. Subject to the provisions hereof, any action pertaining to increasing the maximum Regular Assessment or the Initiation Fee by more than fifteen percent (15%) shall require the assent of the majority of the vote of Members who are voting in person or by proxy at a meeting duly called for that purpose at which a quorum is present, written notice of which shall be given to all Members not less than twenty (20) days nor more than fifty (50) days in advance, by first class mail or an alternative method as permitted in Tex. Prop. §209.0042 and shall set forth the purpose of such meeting.

4.4 MAJORITY. As used in these Bylaws, a “majority” of the Members shall mean the vote of at least 51% of the votes entitled to be cast by the Members present in person or by proxy at a duly called meeting at which a quorum is present.

4.5 QUORUM.

(a) The quorum required for any action referred to in this section or Article IX hereof shall be as follows:

At the first meeting called, the presence at the meeting of Members, or of the proxies, entitled to cast 40% of all the votes of the Members shall constitute a quorum. If the required quorum is not present at the first meeting, one additional meeting may be called, subject to the notice requirement hereinabove set forth, and the required quorum at such second meeting shall be 1/2 of the required quorum at the preceding meeting; provided, however, that no such second meeting shall be held more than sixty (60) days following the first meeting.

- (b) The quorum required for any action other than that action referred to in subsection (a) of this Section shall be as follows:

At the first meeting called, the presence at the meeting of Members, or of proxies, entitled to cast twenty percent (20%) of all of the votes of the Members shall constitute a quorum. If the required quorum is not present at the first meeting, one additional meeting may be called, subject to the notice requirement hereinabove set forth, and the required quorum at such second meeting shall be one-half (1/2) of the required quorum at the preceding meeting; provided, however, that no such second meeting shall be held more than sixty (60) days following the first meeting.

4.6 PROXIES. Votes may be cast in person or by proxy. Proxies must be filed with the Secretary of the Association before the appointed time of each meeting. Every proxy shall be revocable and shall automatically cease upon conveyance by a Member of the Member's lot.

4.7 ASSIGNMENT TO TENANT. Any Owner may assign any or all of his or her rights as a Member, except for voting rights in the Association and any rights held as a Director or officer of the Association, to a tenant who leases the Residence owned by the Owner by executing a written assignment in favor of the tenant and delivering a copy of the executed assignment to the Association. An Owner may not assign his or her voting rights in the Association; additionally, if the Owner is a Director and/or officer. So long as a tenant holds assigned rights, the tenant may exercise the assigned rights and the Owner may not. Any Owner assigning rights to a tenant hereunder shall be responsible for the consequences of the tenant's exercise of such rights as fully as if exercised by the Owner himself. Each Owner shall remain responsible for paying Assessments levied by the Association regardless of whether any of the Owner's rights have been assigned to a tenant.

ARTICLE V

FEES AND ASSESSMENTS

5.1 INITIATION FEE. The Board of Directors shall establish and charge an Association Initiation Fee (the "Initiation Fee"). Each Owner, upon becoming a Member of the Association, shall pay to the Association, at the address and in the manner designated by the Board of Directors, an Initiation Fee as may then be effective by vote of the Board of Directors pursuant to Section 4.3

above and Section 5.8 below. Each Initiation Fee shall be used by the Association for the construction of capital improvements or general operating expenses of the Association. Until adjusted pursuant to the terms of Section 5.8 below, the Initiation Fee shall be the same as the Regular Assessment Fee.

52 PAYMENT OF ASSESSMENTS. Each Owner shall pay to the Association, at the address and in the manner designated by the Board of Directors, Regular Assessments and Special Assessments, such Assessments to be established and collected as hereinafter provided. Each such Assessment, together with any interest, costs and reasonable attorneys' fees provided for under these Bylaws, shall be the personal obligation of the person who is the Owner of a Lot at the time the Assessment falls due. The personal obligation for delinquent Assessments shall not pass to a successor in title to such Owner unless expressly assumed by such successor.

53 REGULAR ASSESSMENTS. Prior to the beginning of each fiscal year, the Board will estimate the expenses to be incurred by the Association during such year in performing its functions and exercising its powers under the Declaration and these Bylaws. Regular Assessments sufficient to pay such estimated expenses will then be levied at the level of Regular Assessments set by the Board, in accordance with these Bylaws, and the Board's determination will be final and binding so long as it is made in good faith. All such Regular Assessments will be due and payable to the Association annually on or before the first day of the month at the beginning of the fiscal year, or in such other manner as the Board may designate. Until adjusted pursuant to the terms of Section 5.8, the Regular Assessments payable by an Owner shall be \$225.00 per Lot annually. All Regular Assessments are payable by June 1 of each year, and shall be deemed delinquent if not paid within thirty (30) calendar days thereafter.

Prior to the beginning of each fiscal year, the Board will estimate the expenses to be incurred by the Association during such year in performing its functions and exercising its powers under the Declaration and these Bylaws. Regular Assessments sufficient to pay such estimated expenses will then be levied at the level of Regular Assessments set by the Board, in accordance with these Bylaws, and the Board's determination will be final and binding so long as it is made in good faith. All such Regular Assessments will be due and payable to the Association annually on or before the first day of the month at the beginning of the fiscal year, or in such other manner as the Board may designate.

If the date of commencement of Regular Assessments for an Owner pursuant to Section 5.5

below is other than June 1, the first Regular Assessment owing by such Owner shall be paid to the Association on such date of commencement.

54 SPECIAL ASSESSMENTS. In addition to the Initiation Fee and the Regular Assessments authorized above, the Association may levy at any time, in accordance with the Articles, Declaration, and Bylaws, a Special Assessment (herein so called) for the purpose of defraying, in whole or in part, (a) as to owners generally, the costs of any construction, reconstruction, repair or replacement of a capital improvement on the Common Areas, including fixtures and personal property related thereto, (b) as to Owners generally, any increased operating or maintenance expenses or costs to the Association, (c) as to a particular Lot Owner, the costs incurred by the Association due to the Lot Owner's failure to comply with these Bylaws or the Association's rules and regulations, (d) as to a particular Lot Owner, to the extent authorized by any of the Declarations, the costs incurred by the Association with respect to a particular Lot due to the Lot Owner's lack of maintenance of the Lot or other compliance with the applicable Declaration, and (e) as to a particular Lot Owner, Common Expenses incurred by the Association, in judgment of the Board of Directors, as the result of the willful or negligent act of the Owner or the Owner's family, guests or invitees; provided, however, the Association may not levy a Special Assessment under clause (a) or clause (b) of this sentence more than one time per calendar year, nor may the Association levy a Special Assessment under clause (c) that exceeds \$100 per month to a particular Lot Owner for a specific violation until full compliance is achieved. Each Owner's share of any Special Assessment levied under clause (b) above shall equal the product of the total Special Assessment levied times a fraction, the numerator of which is the Owner's Regular Assessment then payable to the Association and the denominator of which is the aggregate of all Owner's Regular Assessments then payable.

55 COMMENCEMENT OF ASSESSMENTS. With respect to each Owner who owns a lot on the date of these Bylaws, the Regular Assessments provided for herein shall commence effective immediately. With respect to each person who becomes an Owner after the date of these Bylaws, the Regular Assessments provided for herein shall commence on the date the person becomes an Owner.

56 EXEMPT PROPERTY. All Common Areas and all property dedicated to and accepted by the City of Bedford or another governmental authority shall be exempt from the Assessments created herein.

5.7 REMEDIES OF ASSOCIATION. Any Initiation Fee or Assessment not paid within thirty (30) days after the due date shall be delinquent, assessed a late penalty of \$25, and shall bear interest from the due date at the rate of twenty (20%) per annum (notwithstanding Section 3.7 of the Declaration). The delinquent Owner shall be liable to the Association for the delinquent assessment and all interest accrued thereon and, in any suit or proceeding against the Owner or the Owner's Lot, the Owner shall be required to pay and shall be liable for all costs, expenses and reasonable attorneys' fees incurred by the Association to collect the delinquent assessment and interest thereon. No Owner may waive or otherwise escape liability for the Assessments provided for herein by non-use of the Common Areas or abandonment of the assessed Lot by the Owner. Without limitation of any of the other remedies provided in this Section 5.7, the Association shall have all remedies as provided in Section 3.7 of the Declaration.

5.8 DUTIES OF THE BOARD. Subject to the terms of these Bylaws, the Board of Directors shall fix the amount of the Initiation Fee and the Regular Assessments from time to time, but no more frequently than once per calendar year. The Board of Directors may amend the due dates for the Regular Assessments at any time the amount of the Regular Assessments is fixed. The Board of Directors may levy a Special Assessment authorized by these Bylaws at any time. The Board of Directors shall establish the due date for such Special Assessment at the time of levy. The Board of Directors shall prepare a roster of the Lots and Assessments applicable thereto which shall be kept by the Association and shall be made available for inspection by any Owner. Written notice of the assessment shall thereupon be sent, either personally, by facsimile transmission or by mail (postage prepaid), to every Owner thereto. The Association shall, upon demand at any time, furnish to any Owner liable for an Assessment a certificate in writing signed by an officer of the Association setting forth whether such Assessment has been paid.

5.9 SUSPENSION OF RIGHTS. A Member shall be deemed to be in good standing and entitled to vote at any annual or special meeting of Members, within the meaning of these Bylaws, only if he, she or it is not delinquent in the Assessment made or levied against the Member. Additionally, the Association shall have the right to suspend the voting rights of Members who have an unpaid covenant violation fine, unless there is a dispute claim on file for the fine with the Association or until such time as the dues are paid.

ARTICLE VI

ADMINISTRATION

6.1 ASSOCIATION RESPONSIBILITIES. The Members will constitute the Association. The responsibilities and affairs of the Association will be administered through a Board of Directors.

6.2 PLACE OF MEETINGS. All annual and special meetings of the Association shall be held at the principle office of the Association or at such other suitable and convenient place as may be permitted by law and from time to time fixed by the Board of Directors and designated in the notices of such meeting.

6.3 ANNUAL MEETINGS. Annual meetings shall be held at 7:00 PM on a business day during the first week of May each year as determined by a vote of the Board of Directors, unless there are circumstances beyond the control of the Board that may force a delay. At such annual meeting, there shall be elected a Board of Directors by ballot of the members in accordance with the requirements of these Bylaws. The members may also transact such other business of the Association as may properly come before them at such meeting.

6.4 SPECIAL MEETINGS. It shall be the duty of the President of the Association to call a special meeting of the Members as directed by resolution of the Board of Directors or upon a petition signed by Members having not less than twenty-five percent (25%) of the votes entitled to be cast at such meeting and presented to the Secretary. The notice of any special meeting shall state the time and place of such meeting and the purpose thereof. No business except as stated in the notice shall be transacted at a special meeting of the Members. Any such meetings shall be held within forty-five (45) days after receipt by the President of such resolution or petition.

6.5 NOTICE OF MEETINGS. The Association shall provide notice to the Members before the date of such meeting and shall state the date, time and place of the meeting, and the purpose thereof. The notice shall be: (a.) mailed no earlier than 60 days before the meeting and no later than 10 days before the meeting; or (b.) provided at least 72 hours before the start of the meeting by: (i) posting the notice of the meeting in a conspicuous manner in a place of the HOA's common property, or (ii) on any Internet website maintained by the HOA and sending the notice by e-mail to each owner who has registered an e-mail address with the association. If requested, any mortgage of record or its designee may be entitled to receive similar notice.

6.6 ADJOURNED MEETING. If any meeting of members cannot be organized because a quorum has not been established, the Members who are present, either in person or by proxy, may adjourn the meeting until a quorum is attained, as provided in Section 4.5 hereof.

6.7 DELIVERY OF NOTICES TO MEMBERS. Any notice required to be delivered to a Member under these Bylaws shall be deemed delivered at the time the notice is deposited in the United States mail addressed to the Member at the Member's address as it appears on the records of the Association, with postage thereon paid, irrespective of the actual receipt of the notice by the Member. If a Member shall fail to give an address to the Secretary for mailing of such notices, all such notices shall be sent to the street address of the Lot of such Member.

6.8 REGISTRATION OF ELECTRONIC MAIL ADDRESS. The Owners of a Lot may wish to formally register his or her electronic mail address with the Association. The Owner must fully and properly complete the Registration Form and return same to Managing Agent or Association. There shall be one, and only one, electronic mail address that corresponds to a Lot while title to said Lot is held by an Owner who has registered his or her electronic mail address. Once an Owner has enrolled his or her electronic mail address with the E-Mail Registry, neither the Association, the Board nor Management shall have any responsibility whatsoever to ensure that said Owner maintains an updated or correct electronic mail address with the E-Mail Registry. Notifications to be received through the E-Mail Registry, include, but are not limited to, notices of Board Meetings, if required under Section 209.0051 of the Texas Property Code and notices of meetings of the Members of the Association as allowed under the Texas Business Organizations Code. Unless and until an Owner sends in an updated Registration Form, the Association does not consider any electronic mail address it may in its possession or in its records to be part of the official E-Mail Registry by which notices required by law are to be sent via electronic mail.

6.9 ORDER OF BUSINESS. The order of business at all meetings of the Members shall be:

- a. Roll call and establishment of quorum.
- b. Proof of notice of meeting or waiver of notice.
- c. Reading of minutes of preceding meeting.
- d. Reports of officers.
- e. Reports of committees.
- f. Election of Directors and officers, if applicable.
- g. Unfinished business.

- h. New business.

ARTICLE VII

BOARD OF DIRECTORS; ELECTION OF OFFICERS

7.1 NUMBER AND QUALIFICATION. The affairs of the Association shall be governed by a Board of Directors consisting of five (5) persons. The Directors shall be Members or spouses of Members; provided, however, no person and his or her spouse may serve on the Board of Directors at the same time. In the case of a Member which is an entity, the person designated in writing to the Secretary of the Association as the representative of such entity shall be eligible to serve as a Director.

7.2 POWERS AND DUTIES. The Board of Directors shall have the powers and duties necessary for the operation and maintenance of the Common Areas and the administration of the other responsibilities and affairs of the Association. Subject to the provision of the preceding sentence, the Board of Directors may do all such acts and things that are not by these Bylaws, the Declaration or the Articles directed to be exercised and done by the Members. Decisions of the Board of Directors shall be made by the vote of a majority of the Directors present at a meeting at which a quorum is present pursuant to Section 7.12 below.

7.3 OTHER POWERS AND DUTIES. The Board of Directors shall have the following additional duties:

- (a) To administer and enforce the covenants, conditions, restrictions, uses, limitations, obligations and all other provisions set forth in the Declarations, to the extent permitted by applicable law and to the extent the Board of Directors elects to do so.
- (b) To establish, make and enforce compliance with rules, conditions, restriction, limitations and all other provisions necessary for the orderly operation, use and maintenance of the Common Areas. (A copy of such rules shall be mailed to each Member promptly upon the adoption thereof.)
- (c) To fix, determine, levy and collect the Initiation Fees and the Assessments to be paid by each of the Owner; and by majority vote of the Board to adjust, decrease or increase the amount of the Initiation Fees and the Regular Assessments, subject to the provisions of these Bylaws; to levy and collect Special Assessments in order to meet unanticipated increased operating or maintenance expenses or costs, additional capital expenses and other expenses

and costs for which a Special Assessment is authorized under these Bylaws. All Regular, Special or other Assessments shall be in itemized statement form and shall set forth in detail the various expenses for which the Assessments are being made.

(d) To collect delinquent Initiation Fees and/or Assessments by suit or by any other process available under any of the Declarations or at law or in equity; and to enjoin or seek damages from an Owner, as provided by these Bylaws.

(e) To enter into contracts within the scope of the duties and powers of the directors set forth herein.

(f) To establish a bank account for the common treasury for all separate funds which are required or may be deemed advisable by the Board of Directors.

(g) To use excess monies which may accrue in the account of the Association to pay cost and expenses of the Association incurred in accordance with these Bylaws.

(h) To keep and maintain full and accurate books and records showing all of the receipts, expenses or disbursements and to permit examination by each of the Members and any mortgagee of a Member's property within Brookwood Hills II Property. The inspection or copying of Association books and records shall be in accordance with the established Resolution of the Brookwood Hills II Association's Board of Directors Regarding the Inspection and Copying of Books and Records, as amended or supplemented. The Association shall cause to be prepared and delivered annually to each Member a statement showing all receipts, expenses or disbursements since last such statement. Such financial statements shall be available to any mortgagee of a Member's property within Brookwood Hills II Property, on request, within ninety (90) days following the fiscal year end of the Association. Any Member may require that the Association cause to be prepared and delivered, at such Member's expense, an audited financial statement of the Association.

(i) To meet at least four times each calendar year.

(j) To designate and employ the personnel necessary for the maintenance and operation of the Common Areas.

(k) To appoint the members of the Architectural Control Committee (the "Committee"). Notwithstanding any provision to the apparent contrary contained in these Bylaws, neither the Board of Directors nor any officer of the Association, without the affirmative vote of a

majority of the Members, present in person or by proxy at any regular or special meeting of the Members duly called, shall have authority to borrow funds in order to pay for any required expenditure or outlay or to mortgage, pledge or hypothecate any or all of the real or personal property of the Association as security for money borrowed or debts incurred in connection with the affairs of the Association.

74 ELECTION AND TERM OF OFFICE. At each annual meeting of Members, the Members shall elect persons to fill vacant Board of Director positions. Persons so elected shall serve as Directors and shall hold office until the Director's term expires. At each election, the persons receiving the greatest number of votes shall be the Directors. Each Director elected by the members of the Association shall serve for a term of two (2) years and shall hold office until their respective successors have been elected. Each Director elected shall hold office as a Director and, if applicable, as the President, Vice President, Secretary or Treasurer of the Association for the term for which he or she is elected and until his or her successor shall have been elected and qualified or until his or her earlier death, resignation, retirement, disqualification or removal. Upon completion of each annual meeting of the Members, the Secretary of the Association shall deliver notice of the newly elected Directors and officers to each Member in accordance with the methods of Notice as provided herein in Section 6.5

75 VACANCIES. Vacancies on the Board of Directors (and any corresponding vacancy, if applicable, in the officer position held by the vacating Director) caused by any reason other than the removal of a Director by a vote of the Association shall be filled by vote of the majority of the remaining Directors, even though they may constitute less than a quorum. Each person so elected shall be a Director until his or her successor is elected at the next annual meeting of the Association to serve out the unexpired term (if any) of his or her predecessor in office. Upon filling any vacancy on the Board of Directors and any corresponding officer position, the Secretary of the Association shall deliver notice of the newly elected director and, if applicable, officer, to each Member of the Association by mail (postage prepaid), directed to the last known post office address of the Member or electronic mail, as shown on the records of the Association.

76 REMOVAL OR DISQUALIFICATION OF DIRECTORS AND OFFICERS. At any regular or special meeting of the Members duly called, any Director may be removed from his or her directorship position and any corresponding officer position held by him or her, with or without

cause, by a majority vote of the Members, and a successor may then and there be elected to fill the vacancy in the directorship position. Any Director whose removal has been proposed shall be given an opportunity to be heard at the meeting. So long as notice of a meeting where removal is to be voted on by the Members has been given to the Director whose removal is sought, the Director's presence is not required to conduct a vote to remove.

Any Director may, upon vote by a majority of the Directors present at a regular or special Board meeting at which a quorum is present, be disqualified from serving on the Board of Directors for failure to attend either more than two (2) consecutive Board of Director meetings or more than four (4) Board of Director meetings within twelve (12) consecutive months.

7.7 ORGANIZATION MEETING. The first meeting of a newly elected Board of Directors shall be held within ten (10) days of the election at such place as shall be fixed by the Directors at the meeting at which such Directors were elected. Notice of the organizational meeting shall be provided in accordance with the Texas Property Code and applicable law.

7.8 REGULAR MEETINGS. Regular meetings of the Board of Directors may be held at such time and place as shall be determined, from time to time, by a majority of the Directors, but at least six (6) such meetings shall be held during each fiscal year. Notice of regular meetings of the Board of Directors shall be given to each Director and all Members either personally, by telephone by electronic mail, or by U.S. first class mail (postage prepaid) in accordance with the Texas Property Code and applicable law.

7.9 SPECIAL MEETINGS. Special meetings of the Board of Directors may be called by the President or Secretary, or upon the written request of any Director. The President or Secretary will give seven (7) days notice to each Director and all Members either personally, by telephone, by electronic mail, or by U.S. first class mail (postage prepaid), which notice shall state the time, place (as hereinabove provided) and purpose of the meeting.

7.10 TELEPHONIC MEETING. The Board of Directors may participate in and hold a meeting by means of a conference telephone or similar communication equipment by which all persons participating in the meeting can hear each other. Participation in such meeting shall constitute presence in person at the 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.

7.11 DELIVERY, WAIVER OF NOTICES. Any notice required to be delivered to a Director under these Bylaws shall be deemed delivered at the time of personal delivery or, if delivered by telephone or by electronic mail, at the time the communication is successfully transmitted or, if delivered by mail, at the time the notice is deposited in the United States mail addressed to the Director at his or her address as it appears on the records of the Association, with postage thereon paid. Before or at any meeting of the Board of Directors, any Director may in writing waive notice of such meeting and such waiver shall be deemed equivalent to giving of such notice. Attendance by a Director at any meeting of the Board shall be a waiver of notice by him or her of the time and place thereof. If all Directors are present at any meeting of the Board, no notice shall be required and any business may be transacted at such meeting.

7.12 BOARD OF DIRECTOR QUORUM. At all meetings of the Board of Directors, a majority of Directors shall constitute a quorum for the transaction of business, and the act of the majority of the Directors present at a meeting at which a quorum is present shall be the act of the Board of Directors. If, at any meeting of the Board of Directors, there is less than a quorum present, the majority of those present may adjourn the meeting from time to time.

ARTICLE VIII

POWERS AND DUTIES

8.1 DESIGNATION. The officers of the Association shall be a President, Vice President, Secretary and Treasurer, each of whom must be a Member and a Director. Not more than one (1) Owner of a Lot may serve as an officer of the Association at any one time. In the case of a Member which is an entity, the person designated in writing to the Secretary of the Association as the representative of such entity shall be eligible to serve as an officer.

8.2 ELECTION OF OFFICERS. The President, Vice President, Secretary, and Treasurer shall be elected annually by the Board of Directors as provided in Section 7.4 above.

8.3 REMOVAL OF TREASURER. Upon an affirmative vote of a majority of the members of the Board of Directors, the treasurer may be removed, either with or without cause, and his or her successor may be elected at any regular meeting of the Board of Directors or at any special meeting of the Board called for such purpose.

8.4 PRESIDENT. The President shall be the chief executive officer of the Association. The

President shall preside at all meetings of both the Association and the Board of Directors, and shall have all the general powers and duties which are usually vested in the office of President of an Association, including, but not limited to, the power to appoint committees from among the Members to assist in the administration of the affairs of the Association. The President, or his or her designated alternate, shall represent the Association at all meeting of the Association, as well as outside business meeting.

85 VICE PRESIDENT. The Vice President shall perform all of the duties of the President in his or her absence and such other duties as may be required of the Vice President from time to time as directed to perform by the President or the Board of Directors.

86 SECRETARY.

(a) The Secretary shall keep the minutes of all meetings of the Board of Directors and the minutes of all meetings of the Association. The Secretary shall have charge of such books and papers as the Board of Directors may direct and shall, in general, perform all the duties incident to the office of the Secretary.

(b) The Secretary shall compile and keep up to date at the principle office of the Association a complete list of Members and their last known addresses as shown on the records of the Association. Such list shall be open to inspection by Members and other persons lawfully entitled to inspect the same at reasonable times during regular business hours. The Secretary may delegate its duty to maintain a complete listing of the Members to the Association's managing agent.

8.7 TREASURER. The Treasurer shall receive and deposit in appropriate bank accounts all money of the Association and shall disburse such money as directed by resolution of the Board of Directors. The Treasurer shall also have the authority to: keep proper books of account; cause an annual statement of the Association's books to be made at the completion of each fiscal year; prepare an annual budget and a statement of income expenditures to be presented to the Members at their regular annual meeting, deliver a copy of each to the Members; and perform all other duties assigned to the Treasurer by the Board of Directors.

ARTICLE IX

AMENDMENTS TO THE BYLAWS

AMENDMENTS GENERALLY. These Bylaws may be amended or repealed, or new bylaws may

be adopted, at any annual or special meeting of the Members at which a quorum is present by the affirmative vote of two-thirds (2/3) of the total votes of the Members present at the meeting, in person or by proxy, provided notice of the proposed amendment, repeal or adoption be contained in the notice of such meeting; and provided further, that the foregoing notice requirement shall not prohibit the Members from adopting the proposed amendment, effecting the proposed repeal or adopting the proposed new bylaws, as the case may be, in a modified form which is not identical to that described or set forth in the notice of such meeting.

ARTICLE X

ACTIONS WITHOUT MEETINGS

101 CONSENT TO ACTION. Any action required or permitted to be taken at any meeting of Members, Directors or Committee members may be taken without a meeting, without prior notice, and without a vote, if a consent or consents in writing, setting forth the action so taken, shall be signed by a sufficient number of Members, Directors or Committee members, as the case may be, as would be necessary to take that action at a meeting at which all persons entitled to vote on the action were present and voted.

102 NOTICE OF ACTION. Prompt notice of the taking of any action by Members, Directors or Committee members without a meeting by less than unanimous consent shall be given to those Members, Directors or Committee members who did not consent in writing to the action. Every written consent signed by less than all Members, Directors or Committee members entitled to vote with respect to the action that is the subject of the consent shall bear the date of signature of each person who signs the consent. No written consent signed by less than all Members, Directors or Committee members entitled to vote with respect to the action that is the subject of the consent shall be effective to take such action unless, within sixty (60) days after the date of the earliest dated consent delivered to the Association in the manner required by law, a consent or consents signed by not less than the minimum number of Members, Directors or Committee members that would be necessary to take the action that is the subject of the consent are delivered to the Association by delivery to its registered address, or by delivery to an officer or agent of the Association having custody of the books in which proceeding of meetings of members are recorded. Delivery shall be by hand or certified or registered mail, return receipt requested. A telegram, telex, cablegram, facsimile or similar transmission by a Member, Director or committee member, or a photographic,

photo static, facsimile or similar reproduction of a writing signed by a Member, Director or Committee member, shall be regarded as signed by the Member, Director or Committee member for the purposes of this Section 10.2.

ARTICLE XI

MORTGAGES

11.1 NOTICE TO ASSOCIATION. An owner required to be a Member under subsection 4.1(a) above who mortgages his, her or its Lot shall notify the Association through the President or Secretary of the Association, giving the name and address of the mortgagee. The Association shall maintain such information in a book entitled "Mortgagees of Lots."

11.2 NOTICE OF UNPAID ASSESSMENTS. The Association shall, upon the written request of a mortgagee of a Lot, report any unpaid assessments due from the Owner of such Lot.

ARTICLE XII

NON-PROFIT ASSOCIATION

12.1 NON-PROFIT PURPOSE. The Association is not organized for profit. No Lot Owner, Member, Director, officer, Committee member or 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 fund or assets of the Association be paid as a salary or as compensation to, or distributed to or inure to the benefit of any Member, Director, officer, Committee member; provided, however, (a) reasonable compensation may be paid to any Member while acting as an agent or employee of the Association for services rendered in effecting one or more of the purposes of the Association and (b) any Directors or officer may, from time to time, be reimbursed for his or her actual and reasonable expenses incurred in connection with the administration of the affairs of the Association, subject to prior approval by the Board of directors.

12.2 FILING OF PAPERS. The Board of Directors shall cause to be filed with all applicable government agencies such certificates, reports and other paperwork as necessary to assure that the Association, to the maximum extent possible, retains its tax-exempt status as a Texas nonprofit corporation operating exclusively as a homeowners association within the meaning of Section 528 of the Internal revenue Code of 1986, as amended, or the corresponding provision or provisions of any subsequent United States Internal Revenue law or laws.

ARTICLE XIII

MISCELLANEOUS

13.1 BOOKS AND RECORDS. The books, records, and accounts of the Association shall, at reasonable times upon reasonable written notice, be subject to inspection by any Member as established in the Resolution of the Brookwood Hills II Association's Board of Directors Regarding the Inspection and Copying of Books and Records, as amended or supplemented. The Declaration, the Articles of Incorporation, and the Bylaws of the Association shall be available for inspection by any member at the principal office of the Association.

13.2 OUTSIDE VENDORS AND CONSULTANTS. Notwithstanding existing contracts, including reasonable price increases and the current rate of inflation, any services or contracts valued at greater than \$1,500 annually shall be sent out for bids to a minimum of three (3) vendors. Bid packages will be prepared by the appropriate Director and be reviewed and approved by a minimum of three (3) members of the Board of Directors before being distributed to outside vendors or consultants.

13.3 FINANCIAL APPROVALS. Any contracts must be approved by a vote of the Board of Directors and recorded in the meeting minutes. Any non-budgeted expense valued at greater than \$500 annually shall require 3/5 approval from the Board of Directors. Any non-budgeted expense valued at greater than \$10,000 annually must have a majority vote from the general membership at either the annual or special meeting, provided a quorum as described in Section 4.5 is gathered, except in the case of an emergency that creates a violation of city, county, state or federal ordinance(s) or law(s).

13.4 MEETING PROCEDURE. The Association may implement any procedure it deems appropriate which allows the Association to conduct its business in a "business-like manner" and facilitates deliberation and debate with the Members.

13.5 FISCAL YEAR. The fiscal year of the Association shall begin on the 1st day of June and end on the 31st day of May every year.

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**CERTIFICATION OF APPROVAL OF
THE THIRD AMENDED & RESTATED BYLAWS OF
BROOKWOOD HILLS II HOMEOWNERS ASSOCIATION,**

I, Elston D. Eckhardt, the duly elected President of Brookwood Hills II Homeowners Association, Inc. hereby certifies:

That the Amended & Restated Bylaws of Brookwood Hills II Homeowners Association, Inc. was approved by a notarized signature of the majority of the Members of Brookwood Hills II Homeowners Association, Inc. These Amended & Restated Bylaws now constitute the official Bylaws of Brookwood Hills II Homeowners Association, Inc. and shall be filed of record with the office of the Tarrant County Clerk.

By: 
President


STATE OF TEXAS

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§
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ACKNOWLEDGEMENT

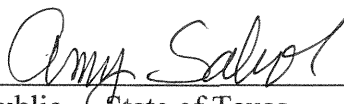
COUNTY OF TARRANT

This instrument was acknowledged before me on this 24 day of October, 2021, by


Elston D. Eckhardt

SWORN TO AND SUBSCRIBED before me, under my official hand and seal of office

on this 24 day of October, 2021.


Notary Public - State of Texas

