

Denton County
Juli Luke
County Clerk

Instrument Number: 117357

ERecordings-RP

NOTICE

Recorded On: September 22, 2017 11:35 AM

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" Examined and Charged as Follows: "

Total Recording: \$158.00

***** THIS PAGE IS PART OF THE INSTRUMENT *****

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STATE OF TEXAS
COUNTY OF DENTON

I hereby certify that this Instrument was FILED In the File Number sequence on the date/time printed hereon, and was duly RECORDED in the Official Records of Denton County, Texas.

Juli Luke
County Clerk
Denton County, TX

**STATUTORY NOTICE AND
RECORDATION OF DEDICATORY INSTRUMENTS FOR
LEWISVILLE LAKEWOOD HILLS, DENTON COUNTY, TEXAS**

This **STATUTORY NOTICE AND RECORDATION OF DEDICATORY INSTRUMENTS** (this "Notice") is executed and recorded to be effective as of this 22ND day of September, 2017.

WHEREAS, Centurion Acquisitions, L.P., a Texas limited partnership (the "Declarant"), is the Declarant under the terms of those certain those certain Declaration of Covenants, Conditions, and Restrictions, recorded on September 21, 2017 under Instrument No. 116573 of the Official Public Records of Denton County, Texas, (the "Declaration"). Terms capitalized but not otherwise defined herein shall have the meaning ascribed thereto in the Declaration.

WHEREAS, that certain Lewisville Lakewood Hills Homeowner's Association, Inc., a Texas non-profit corporation (the "Association") was formed on or about September 10, 2014.

WHEREAS, the Declaration was recorded without Exhibit C including the Certificate of Formation Organizational Consent and Bylaws of the Association inadvertently, and Declarant desires to record this Notice to correct this error and omission, and include Exhibit C attached hereto as Exhibit C of the Declaration. The Declarant has authority to correct any technical, typographical or scrivener's errors, including the error and omission in failing to include Exhibit C on the Declaration as recorded pursuant to the terms of the Declaration, including, without limitation Section 7.1 of the Declaration).

WHEREAS, As set forth in Section 202.006 of the Texas Property Code, a property owners' association is required to file all dedicatory instruments governing the establishment, maintenance or operation of a residential subdivision in the real property records of each county in which the property to which the dedicatory instruments relate is located. Accordingly, the Declarant hereby files this Notice to effectively file and provide notice that the instruments attached and listed below are applicable to property in the county of filing, said property being described in EXHIBIT A attached hereto.

NOW THEREFORE, Attached hereto as follows are true and correct versions of the following documents:

EXHIBIT C

- Certificate of Formation for the Association
- Consent of Directors in lieu of Organizational Meeting of the Association
- Bylaws of the Association, with attached
 - o Schedule 1 - Records Production Copying Policy
 - o Schedule 2 - Alternative Payment Schedule Policy

The Declaration is hereby modified and amended to include Exhibit C attached hereto as Exhibit C of the Declaration as if such Exhibit C were originally included the Declaration, as recorded.

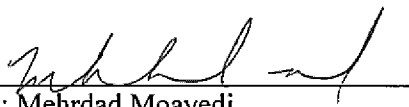
[Signature Page Follows]

Executed to be effective as of the 22nd day of September, 2017

DECLARANT:

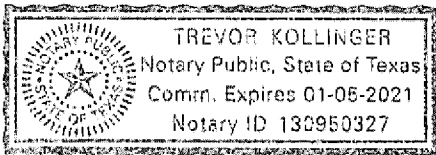
CENTURION ACQUISITIONS, L.P.,
a Texas Limited Partnership

By: Pars Investment, Inc.
a Texas Corporation,
its General Partner

By: 
Name: Mehrdad Moayedi
Its: President

STATE OF TEXAS §
 §
COUNTY OF DALLAS §

This instrument was acknowledged before me on the 22 day of September, 2017, by Mehrdad Moayedi, President of Pars Investment, Inc., as general partner of Centurion Acquisitions, L.P., a Texas limited partnership on behalf of said corporation and limited partnership, and in the capacities herein stated.




Notary Public, State Of Texas

EXHIBIT A

LEGAL DESCRIPTION OF THE PROPERTY

TRACT I (97.245 ACRES):

BEING A TRACT OF LAND LOCATED IN THE R. P. HARDIN SURVEY, ABSTRACT NO, 613, BENJAMIN SCHOONOVER SURVEY, ABSTRACT NO. 1209, AND THE T.A. WEST SURVEY, ABSTRACT NO. 1345, DENTON COUNTY, TEXAS AND BEING PART OF A CALLED 64.799 ACRE TRACT OF LAND DESCRIBED IN DEED TO GRAHAM MORTGAGE CORP., RECORDED IN DOCUMENT NUMBER 2008-119378, DEED RECORDS, DENTON COUNTY, TEXAS AND BEING PART OF A TRACT I AND TRACT II, DESCRIBED IN DEED TO GRAHAM MORTGAGE CORP., RECORDED IN DOCUMENT NUMBER 2009-53985, DEED RECORDS, DENTON COUNTY, TEXAS, BEING PART OF THAT CERTAIN CALLED 35.900 ACRE TRACT OF LAND DESCRIBED IN DEED TO LIBERTY BANKERS LIFE INSURANCE COMPANY, RECORDED IN DOCUMENT NUMBER 2009- 82198 OF THE DEED RECORDS, DENTON COUNTY, TEXAS, AND BEING A PORTION OF PUBLIC RIGHT- OF-WAY IN JOSEY LANE, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF SAID 64.799 ACRE TRACT;

THENCE N 00°41' 09" W, 1417.85 FEET, WITH THE WEST LINE OF SAID 64.799 ACRE TRACT, TO THE NORTHWEST CORNER THEREOF, AND BEING THE SOUTHWEST CORNER OF A CALLED 23.820 ACRE TRACT OF LAND, DESCRIBED IN DEED TO CASTLE HILLS PROPERTY CO., RECORDED IN DOCUMENT NUMBER 2007-47966 OF THE DEED RECORDS, DENTON COUNTY, TEXAS;

THENCE N 63° 04' 50" E, 970.73 FEET, WITH THE NORTH LINE OF SAID 64.799 ACRE TRACT, AND THE SOUTH LINE OF SAID 23.820 ACRE TRACT;

THENCE OVER, ACROSS AND THROUGH SAID 64.799 ACRE TRACT, SAID TRACTS I & II, SAID JOSEY LANE, AND SAID 35.900 ACRE TRACT THE FOLLOWING:

S 00°41' 21" E, 1403.66 FEET;

N 89°23' 59" E, 1115.27 FEET;

S 00°36' 01" E, 2348.70 FEET;

S 89° 39' 36" E, 1404.51 FEET;

S 00°22' 14" E, 10.00 FEET;

S 89°39' 36" E, 1092.32 FEET;

S 01° 48' 35" E, 1002.41 FEET;

N 89° 39' 36" W, 385.36 FEET;

N 01°48' 17" W, 487.04 FEET;

N 89° 39' 36" W, 954.07 FEET;

NORTHWESTERLY WITH THE ARC OF A CURVE TO THE LEFT HAVING A RADIUS OF 1220.92 FEET, A CENTRAL ANGLE OF 00°55' 17", AN ARC LENGTH OF 19.63 FEET, AND WHOSE CHORD BEARS N 38° 34' 40" W, 19. 63 FEET

N 33° 29' 21" W, 314.28 FEET;

S 80° 53' 26" W, 212.92 FEET;

S 25° 53' 54" E, 10.45 FEET TO THE SOUTHEAST CORNER OF SAID TRACT II;

THENCE S 80°53' 27" W, 1224.32 FEET WITH THE SOUTH LINE OF SAID TRACT II;

THENCE N 00°58' 37" W, WITH THE WEST LINE OF TRACT II, PASSING THE NORTHWEST CORNER THEREOF, AND BEING THE SOUTHWEST CORNER OF TRACT I, CONTINUING A TOTAL DISTANCE OF 2391.05 FEET TO THE SOUTHEAST CORNER OF SAID 64.799 ACRE TRACT;

THENCE S 89° 24' 12" W, 1538.14 FEET WITH THE SOUTH LINE OF SAID 64.799 ACRE TRACT, TO THE POINT OF BEGINNING AND CONTAINING APPROXIMATELY 97.245 ACRES OF LAND.

TRACT II (58.852 acres):

BEING A TRACT OF LAND LOCATED IN THE R. P. HARDIN SURVEY, ABSTRACT NO. 613, BENJAMIN SCHOONOVER SURVEY, ABSTRACT NO. 1209, AND THE T. WEST SURVEY, ABSTRACT NO. 1345, DENTON COUNTY, TEXAS AND BEING PART OF A CALLED 64.799 ACRE TRACT OF LAND DESCRIBED IN DEED TO GRAHAM MORTGAGE CORP., RECORDED IN DOCUMENT NUMBER 2008-119378, DEED RECORDS, DENTON COUNTY, TEXAS AND BEING PART OF A TRACT I AND TRACT II, DESCRIBED IN DEED TO GRAHAM MORTGAGE CORP., RECORDED IN DOCUMENT NUMBER 2009-53985, DEED RECORDS, DENTON COUNTY, TEXAS, BEING PART OF THAT CERTAIN CALLED 35.900 ACRE TRACT OF LAND DESCRIBED IN DEED TO LIBERTY BANKERS LIFE INSURANCE COMPANY, RECORDED IN DOCUMENT NUMBER 2009-82198 OF THE DEED RECORDS, DENTON COUNTY, TEXAS, AND BEING A PORTION OF PUBLIC RIGHT- OF-WAY IN JOSEY LANE, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SAID 64.799 ACRE TRACT;

THENCE N 00° 41' 09" W, 1417.85 FEET, WITH THE WEST LINE OF SAID 64.799 ACRE TRACT, TO THE NORTHWEST CORNER THEREOF, AND BEING THE SOUTHWEST CORNER OF A CALLED 23. 820 ACRE TRACT OF LAND, DESCRIBED IN DEED TO CASTLE HILLS PROPERTY CO., RECORDED IN DOCUMENT NUMBER 2007- 47966 OF THE DEED RECORDS, DENTON COUNTY, TEXAS;

THENCE N 63° 04' 50" E, 970.73 FEET, WITH THE NORTH LINE OF SAID 64.799 ACRE TRACT, AND THE SOUTH LINE OF SAID 23.820 ACRE TRACT TO THE POINT OF BEGINNING;

THENCE N 63° 04' 50" E, 781.26 FEET, WITH THE NORTH LINE OF SAID 64.799 ACRE TRACT, AND THE SOUTH LINE OF SAID 23. 820 ACRE TRACT;

THENCE N 88° 41' 50" E, 237.48 FEET WITH THE NORTH LINE OF SAID 64.799 ACRE TRACT, AND THE SOUTH LINE OF SAID 23. 820 ACRE TRACT, TO THE WEST LINE OF SAID JOSEY LANE;

THENCE S 11° 03' 38" E, 3.98 FEET WITH THE WEST LINE OF SAID JOSEY LANE;

THENCE S 10° 01' 51" W, 162.53 FEET WITH THE WEST LINE OF SAID JOSEY LANE;

THENCE S 13° 35' 01" E, 96.16 FEET WITH THE WEST LINE OF SAID JOSEY LANE THE NORTHEAST CORNER OF A CALLED 17.500 ACRE TRACT OF LAND DESCRIBED IN DEED TO LEWISVILLE INDEPENDENT SCHOOL DISTRICT, RECORDED IN DOCUMENT NUMBER 2007-23325 OF THE DEED RECORDS, DENTON COUNTY, TEXAS;

THENCE S 76° 24' 59" W, 455.05 FEET WITH THE NORTH LINE OF SAID 17.500 ACRE TRACT;

THENCE S 63° 04' 50" W, 322.19 FEET WITH THE NORTH LINE OF SAID 17.500 ACRE TRACT, TO THE NORTHWEST CORNER THEREOF;

THENCE S 10° 52' 54" E, 818.38 FEET WITH THE WEST LINE OF SAID 17.500 ACRE TRACT, TO THE SOUTHWEST CORNER THEREOF;

THENCE N 79° 07' 06" E, 858.33 FEET WITH THE SOUTH LINE OF SAID 17.500 ACRE TRACT, TO THE SOUTHEAST CORNER THEREOF, AND BEING ON THE WEST LINE OF SAID JOSEY LANE;

THENCE WITH THE WEST LINE OF SAID JOSEY LANE, THE FOLLOWING:

S 11° 06' 44" E, 14.22 FEET;

S 04° 55' 44" E, PASSING THE SOUTHEAST CORNER OF SAID 64.799 ACRE TRACT, AND BEING THE NORTHEAST CORNER OF SAID TRACT I, CONTINUING A TOTAL DISTANCE OF 803. 95 FEET;

S 10° 38' 46" E, 99.88 FEET;

S 21° 00' 25" E, 304.79 FEET;
S 01° 15' 59" W, 150.58 FEET;
S 14° 20' 49" E, 153.75 FEET;
S 10° 39' 22" E, 499.48 FEET;
S 06° 32' 01" E, 309.69 FEET;

THENCE N 73° 41' 29" E, PASSING AT 271.27 FEET THE EAST LINE OF SAID JOSEY LANE, BEING THE SOUTHWEST CORNER OF THAT CERTAIN CALLED 50.593 ACRE TRACT OF LAND DESCRIBED IN DEED TO LEWISVILLE INDEPENDENT SCHOOL DISTRICT, RECORDED IN DOCUMENT NUMBER 2012-145205 OF THE DEED RECORDS, DENTON COUNTY, TEXAS AND BEING THE NORTHWEST CORNER OF SAID 35.900 ACRE TRACT, CONTINUING WITH THE NORTH LINE THEREOF, A TOTAL DISTANCE OF 425.77 FEET TO A POINT OF CURVATURE OF A CURVE TO THE RIGHT;

THENCE NORTHEASTERLY WITH THE NORTH LINE OF SAID 35.900 ACRE TRACT, AND THE SOUTH LINE OF SAID 50.593 ACRE TRACT, THE ARC OF SAID CURVE, HAVING A RADIUS OF 1200.00 FEET, A CENTRAL ANGLE OF 15° S6' 40", AN ARC LENGTH OF 333.94 FEET, AND WHOSE CHORD BEARS N 81° 39' 49" E, 332.86 FEET;

THENCE OVER ACROSS AND THROUGH SAID 35.900 ACRE TRACT, SAID JOSEY LANE, SAID TRACTS I& II AND SAID 64.799 ACRE TRACT, THE FOLLOWING:

N 89° 38' 09" E, 259.09 FEET;
S 00°22' 14" E, 829.92 FEET;
N 89° 39' 36" W, 1404.51 FEET;
N 00° 36' 01" W, 2348.70 FEET;
S 89° 23' 59" W, 1115.27 FEET;

N 00°41' 21" W, 1403.66 FEET, TO THE POINT OF BEGINNING AND CONTAINING APPROXIMATELY 58.852 ACRES OF LAND.

EXHIBIT C

**CERTIFICATE OF FORMATION, ORGANIZATIONAL CONSENT
AND BYLAWS OF THE ASSOCIATION**

[see attached]

Form 202

Secretary of State
P.O. Box 13697
Austin, TX 78711-3697
FAX: 512/463-5709

Filing Fee: \$25



**Certificate of Formation
Nonprofit Corporation**

Filed in the Office of the
Secretary of State of Texas
Filing #: 802061110 09/10/2014
Document #: 567334590004
Image Generated Electronically
for Web Filing

Article 1 - Corporate Name

The filing entity formed is a nonprofit corporation. The name of the entity is :

Lewisville Lakewood Hills Homeowner's Association, Inc.

Article 2 - Registered Agent and Registered Office

A. The initial registered agent is an organization (cannot be corporation named above) by the name of:

OR

B. The initial registered agent is an individual resident of the state whose name is set forth below:

Name:

Mehrdad Moayed

C. The business address of the registered agent and the registered office address is:

Street Address:

1221 N. I-35E, Suite 200 Carrollton TX 75006

Consent of Registered Agent

A. A copy of the consent of registered agent is attached.

OR

B. The consent of the registered agent is maintained by the entity.

Article 3 - Management

A. Management of the affairs of the corporation is to be vested solely in the members of the corporation.

OR

B. Management of the affairs of the corporation is to be vested in its board of directors. The number of directors, which must be a minimum of three, that constitutes the initial board of directors and the names and addresses of the persons who are to serve as directors until the first annual meeting or until their successors are elected and qualified are set forth below.

Director 1: **Mehrdad Moayed**

Title: **Director**

Address: **1221 N. I-35E, Suite 200 Carrollton TX, USA 75006**

Director 2: **Michael Dees**

Title: **Director**

Address: **1221 N. I-35E, Suite 200 Carrollton TX, USA 75006**

Director 3: **Victor Tannous**

Title: **Director**

Address: **1221 N. I-35E, Suite 200 Carrollton TX, USA 75006**

Article 4 - Organization Structure

A. The corporation will have members.

or

B. The corporation will not have members.

Article 5 - Purpose

The corporation is organized for the following purpose or purposes:

Homeowner's Association

Supplemental Provisions / Information

[The attached addendum, if any, is incorporated herein by reference.]

Effectiveness of Filing

A. This document becomes effective when the document is filed by the secretary of state.

OR

B. This document becomes effective at a later date, which is not more than ninety (90) days from the date of its signing. The delayed effective date is:

Organizer

The name and address of the organizer are set forth below.

Mehrdad Moayed **1221 N. I-35E, Suite 200, Carrollton, Texas 75006**

Execution

The undersigned affirms that the person designated as registered agent has consented to the appointment. The undersigned signs this document subject to the penalties imposed by law for the submission of a materially false or fraudulent instrument and certifies under penalty of perjury that the undersigned is authorized under the provisions of law governing the entity to execute the filing instrument.

Mehrdad Moayed

Signature of organizer.

FILING OFFICE COPY

**CONSENT OF DIRECTORS IN LIEU OF
ORGANIZATIONAL MEETING
OF
LEWISVILLE LAKEWOOD HILLS HOMEOWNER'S ASSOCIATION, INC.**

The undersigned, being all of the members of the Board of Directors of Lewisville Lakewood Hills Homeowner's Association, Inc. a Texas non-profit corporation (hereinafter referred to as the "Association"), do hereby consent, pursuant to the Texas Business Organization Code, to the adoption of the following resolutions:

1. DIRECTORS

RESOLVED, that each of the undersigned, being all of the directors of the Association, as named in its Certificate of Formation filed with the Secretary of State of the State of Texas on September 10, 2014, does hereby accept appointment to such office and does hereby agree to serve as a director of the Association until the first annual meeting of the members and until said director's successor or successors have been duly elected and qualified or until his or her earlier death, resignation, retirement, disqualification or removal from office.

2. BYLAWS

RESOLVED, that the form of bylaws attached hereto as Exhibit A, are approved and adopted as the Bylaws of the Association, and the Secretary of the Association is instructed to insert the original thereof in the minute book of the Association.

3. OFFICERS

RESOLVED, that each of the following-named persons be and they hereby are elected as officers of the Association for the office or offices set forth below opposite his or her name, and to hold any such office to which elected until the first annual meeting of the Board of Directors of the Association and until his or her successor should be chosen and qualified in his or her stead, or until his or her earlier death, resignation, retirement, disqualification or removal from office:

Mehrdad Moayedi	President
Brock Babb	Vice President and Secretary
Victor Tannous	Vice President and Treasurer

4. REGISTERED OFFICE; REGISTERED AGENT

RESOLVED, that the registered office of the Association be established and maintained at c/o Essex Association Management, LP, 1512 Crescent Drive, Suite 112, Carrollton, Texas 75006, and that Ron Corcoran is hereby appointed as registered agent of the corporation in said office.

5. BOOKS AND RECORDS

RESOLVED, that the Secretary of the Association be and hereby is authorized and directed to procure all necessary books and records of the Association.

6. ORGANIZATIONAL EXPENSES

RESOLVED, that the President of the Association or other officer be and hereby is authorized and directed to pay all fees, expenses and costs incident to or necessary for the incorporation and organization of the Association and to reimburse any person who may have paid any of such fees, expenses and costs.

7. CORPORATE SEAL

RESOLVED, that a corporate seal is not adopted at this time and that no impression of a corporate seal is required on any Association document.

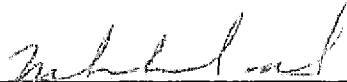
8. DEPOSITORY RESOLUTIONS

RESOLVED, that an account shall be established in the name of the Association with a financial institution to be determined by the Board (the "Bank"), under the rules and regulations as prescribed by said Bank wherein may be deposited any of the funds of this Association, whether represented by cash, checks, notes or other evidences of debt, and from which deposit withdrawals are hereby authorized in the name of the Association by any one of the following persons:


Mehrdad Moayedi	President
Victor Tannous	Vice President and Treasurer
Brock Babb	Vice President and Secretary
Ron Corcoran	Essex Association Management, LP

BE IT FURTHER RESOLVED, that the Bank is hereby authorized to honor any and all withdrawal items against the Association's funds, although payable to the officer or agent signing or countersigning the same and whether presented for encashment or for credit to the personal account of such officer or agent or any other person, and said Bank need make no inquiry concerning such items and/or the disposition of the money, items, or credit given therefor.


IN WITNESS WHEREOF, the undersigned have executed this instrument as of and effective the 11th day of September 2017.



Mehrdad Moayedi, Director



Victor Tannous, Director



Brock Babb, Director

**BYLAWS
OF
LEWISVILLE LAKEWOOD HILLS HOMEOWNER'S ASSOCIATION, INC.,**

**ARTICLE I
INTRODUCTION**

The name of the corporation is Lewisville Lakewood Hills Homeowner's Association, Inc., a Texas non-profit corporation, hereinafter referred to as the "Association". The principal office of the Association shall be located in Dallas County, Texas, but meetings of Members and Directors may be held at such places within the State of Texas, as may be designated by the Board of Directors.

The Association is organized to be a nonprofit corporation.

Notwithstanding anything to the contrary in these Bylaws, a number of provisions are modified by the Declarant's reservations in that certain Declaration of Covenants, Conditions and Restrictions for Lewisville Lakewood Hills, Denton County, Texas recorded in the Official Public Records of Denton County, Texas, including the number, qualification, appointment, removal, and replacement of Directors.

**ARTICLE II
DEFINITIONS**

Unless the context otherwise specifies or requires, the following words and phrases when used in these Bylaws shall have the meanings hereinafter specified:

Section 2.1. Assessment. "Assessment" or "Assessments" shall mean assessment(s) levied by the Association under the terms and provisions of the Declaration.

Section 2.2. Association. "Association" shall mean and refer to Lewisville Lakewood Hills Homeowner's Association, Inc., a Texas non profit corporation.

Section 2.3. Association Property. "Association Property" shall mean all real or personal property now or hereafter owned by the Association, including without limitation, all easement estates, licenses, leasehold estates and other interests of any kind in and to real or personal property which are now are hereafter owned or held by the Association.

Section 2.4. Association Restrictions. "Association Restrictions" shall mean the Declaration of Covenants, Conditions and Restrictions for Lewisville Lakewood Hills, Denton County, Texas as the same may be amended from time to time, together with the Certificate, Bylaws, and Association Rules from time to time in effect.

Section 2.5. Association Rules. "Association Rules" shall mean the rules and regulations adopted by the Board pursuant to the Declaration, as the same may be amended from time to time, including, without limitation, the Records Production Copying Policy attached hereto as Schedule 1 and the Alternative Payment Schedule Policy attached hereto as Schedule 2.

Section 2.6. Board. “Board” shall mean the Board of Directors of the Association. During the period of Declarant control, Declarant shall have the sole right to appoint and remove Directors of the Board.

Section 2.7. Bylaws. “Bylaws” shall mean the Bylaws of the Association which may be adopted by the Board and as the same may be amended from time to time.

Section 2.8. Certificate. “Certificate” shall mean the Certificate of Formation of Lewisville Lakewood Hills Homeowner’ Association, Inc., a Texas non-profit corporation, filed in the office of the Secretary of State of the State of Texas, as the same may from time to time be amended.

Section 2.9. Declarant. “Declarant” shall mean **Centurion Acquisitions, L.P.**, a Texas limited partnership, and its duly authorized representatives or their successors or assigns; provided that any assignment of the rights of Declarant must be expressly set forth in writing and the mere conveyance of a portion of the Property without written assignment of the rights of Declarant shall not be sufficient to constitute an assignment of the rights of Declarant hereunder.

Section 2.10. Declaration. “Declaration” shall mean the “Declaration of Covenants, Conditions and Restrictions for Lewisville Lakewood Hills, Denton County, Texas”, recorded in the Official Public Records of Denton County, Texas, as the same may be amended from time to time.

Section 2.11. Development. “Development” shall mean and refer to the property subject to the terms and provisions of the Declaration.

Section 2.12. Manager. “Manager” shall mean the person, firm, or corporation, if any, employed by the Association pursuant to the Declaration and delegated the duties, powers, or functions of the Association.

Section 2.13. Member. “Member” or “Members” shall mean any person(s), entity or entities holding membership privileges in the Association as provided in the Declaration.

Section 2.14. Mortgage. “Mortgage” or “Mortgages” shall mean any mortgage(s) or deed(s) of trust covering any portion of the Property given to secure the payment of a debt.

Section 2.15. Mortgagee. “Mortgagee” or “Mortgagees” shall mean the holder or holders of any lien or liens upon any portion of the Property.

Section 2.16. Owner. “Owner” or “Owners” shall mean the person(s), entity or entities, including Declarant, holding a fee simple interest in any Lot, but shall not include the Mortgagee of a Mortgage.

ARTICLE III MEETING OF MEMBERS

Section 3.1. Annual Meetings. The first annual meeting of the Members shall be held on such date as selected by the Board of Directors which is on or before the earlier of (i) the date which is one hundred twenty (120) days after seventy-five percent (75%) of the Lots have been sold to non-Declarant Owners, or (ii) ten (10) years from the date on which the Declaration is recorded in the Official Public Records of Denton County, Texas (the "Transition Date"), and each subsequent regular annual meeting of the Members shall be held on the same day of the same month of each year thereafter unless a different date is selected by the Board of Directors. If the day for the annual meeting of the Members is a Saturday, Sunday, or legal holiday, the meeting will be held on the first day following which is not a Saturday, Sunday, or legal holiday.

Section 3.2. Special Meetings. Special meetings of the Members may be called at any time by the President or by a majority vote of the Board of Directors, or upon written request of the Members who are entitled to vote fifty-one percent (51%) or more of the votes of the Association.

Section 3.3. Place of Meetings. Meetings of the Association may be held at the Development or at a suitable place convenient to the Members, as determined by the Board.

Section 3.4. Notice of Meetings. At the direction of the Board, written notice of meetings of the Association will be given to the Members at least ten (10) days but not more than sixty (60) days prior to the meeting. Notices of meetings will state the date, time, and place the meeting is to be held. Notices will identify the type of meeting as annual or special, and will state the particular purpose of a special meeting. Notices may also set forth any other items of information deemed appropriate by the Board.

Section 3.5. Voting Member List. The Board will prepare and make available a list of the Association's voting Members in accordance with the Texas Business Organization Code.

Section 3.6. Quorum. The presence at the meeting of Members entitled to cast, or of proxies entitled to cast, ten percent (10%) of the total votes of the membership shall constitute a quorum for any action, except as otherwise provided in the Certificate, the Declaration, or these Bylaws. If, however, such quorum is not present or represented at any meeting, the Members entitled to vote at the meeting shall have power to adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum shall be present or represented.

Section 3.7. Proxies. Votes may be cast in person or by written proxy. To be valid, each proxy must: (i) be signed and dated by a Member or his attorney-in-fact; (ii) identify the Lot to which the vote is appurtenant; (iii) name the person or title (such as "presiding officer") in favor of whom the proxy is granted, such person having agreed to exercise the proxy; (iv) identify the meeting for which the proxy is given; (v) not purport to be revocable without notice; and (vi) be delivered to the secretary, to the person presiding over the Association meeting for which the proxy is designated, or to a person or company designated by the Board.

Unless the proxy specifies a shorter or longer time, it terminates eleven (11) months after the date of its execution. Perpetual or self-renewing proxies are permitted, provided they are revocable. To revoke a proxy, the granting Member must give actual notice of revocation to the person presiding over the Association meeting for which the proxy is designated. Unless revoked, any proxy designated for a meeting which is adjourned, recessed, or rescheduled is valid when the meeting reconvenes. A proxy may be delivered by fax. However, a proxy received by fax may not be counted to make or break a tie-vote unless: (a) the proxy has been acknowledged or sworn to by the Member, before and certified by an officer authorized to take acknowledgments and oaths; or (b) the Association also receives the original proxy within five (5) days after the vote.

Section 3.8. Conduct of Meetings. The President, or any person designated by the Board, presides over meetings of the Association. The Secretary keeps, or causes to be kept, the minutes of the meeting which should record all resolutions adopted and all transactions occurring at the meeting, as well as a record of any votes taken at the meeting. The person presiding over the meeting may appoint a parliamentarian. Votes should be tallied by tellers appointed by the person presiding over the meeting.

Section 3.9. Order of Business. Unless the notice of meeting states otherwise, or the assembly adopts a different agenda at the meeting, the order of business at meetings of the Association is as follows:

- Determine votes present by roll call or check-in procedure
- Announcement of quorum
- Proof of notice of meeting
- Approval of minutes of preceding meeting
- Reports of Officers (if any)
- Election of Directors (when required)
- Unfinished or old business
- New business

Section 3.10. Adjournment of Meeting. At any meeting of the Association, a majority of the Members present at that meeting, either in person or by proxy, may adjourn the meeting to another time and place.

Section 3.11. Action without Meeting. Subject to Board approval, any action which may be taken by a vote of the Members at a meeting of the Association may also be taken without a meeting by written consents. The Board may permit Members to vote by any method allowed by the Texas Business Organization Code, which may include hand delivery, United States Mail, facsimile, e-mail, electronic ballot, or any combination of these. Written consents by Members representing at least a majority of votes in the Association, or such higher percentage as may be required by the Documents, constitutes approval by written consent. This Section may not be used to avoid the requirement of an annual meeting and does not apply to the election of Directors.

Section 3.12. Telephone Meetings. Members of the Association may participate in and hold meetings of the Association by means of conference telephone or similar communications equipment by means of which all persons participating in the meeting can hear each other. Participation in the meeting constitutes 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.

ARTICLE IV BOARD OF DIRECTORS

Section 4.1. Authority; Number of Directors.

(a) The affairs of the Association shall be governed by a Board of Directors. The number of Directors shall be fixed by the Board of Directors from time to time. The initial Directors shall be three (3) in number and shall be those Directors named in the Certificate of Formation. The initial Directors shall serve until their successors are elected and qualified. Except as is provided in the Declaration and in Sections 4.1(b) and 4.1(c) below, Declarant shall have the absolute right to appoint and remove Members of the Board of Directors until the first annual meeting of the Members called on or after the Transition Date pursuant to Section 3.1 hereof, at which annual meeting, one-third (1/3rd) of the Directors on the Board shall be elected by non-Declarant Members, and two-thirds (2/3rds) of the Board shall be appointed by Declarant.

(b) On and after the expiration of the Declarant Control Period (as defined in the Declaration) (the "Declarant Turnover Date"), the President of the Association will call a meeting of the Members of the Association where the Members will elect from the Members one (1) Director for a one (1) year term and two (2) Directors for a two (2) year term. Upon expiration of the term of a Director elected by the Members pursuant to this Section 4.1(b), his or her successor will be elected for a term of two (2) years. A Director takes office upon the adjournment of the meeting or balloting at which he is elected or appointed and, absent death, ineligibility, resignation, or removal, will hold office until his successor is elected or appointed. The Board of Directors shall have the power and authority, when it is deemed in the best interest of the Association, to change or alter the terms office, which shall be done by Board resolution. Notwithstanding, terms must remain staggered for the purpose of continuity.

(c) Each Director, other than Directors appointed by Declarant, shall be a Member and resident, or in the case of corporate or partnership ownership of a Lot, a duly authorized agent or representative of the corporate or partnership Owner. The corporate, or partnership Owner shall be designated as the Director in all correspondence or other documentation setting forth the names of the Directors.

Section 4.2. Compensation. The Directors shall serve without compensation for such service.

Section 4.3. Nominations to Board of Directors. Members may be nominated for election to the Board of Directors in either of the following ways:

(a) A Member who is not a Director and who desires to run for election to that position shall be deemed to have been nominated for election upon his filing with the Board of Directors a written petition of nomination; or

(b) A Director who is eligible to be re-elected shall be deemed to have been nominated for re-election to the position he holds by signifying his intention to seek reelection in a writing addressed to the Board of Directors.

Section 4.4. Removal of Directors for Cause. If a Director breaches such Director's duties hereunder or violates the terms of the Declaration, the Certificate, the Association Rules or these Bylaws, such Director may be removed by Declarant unless Declarant no longer has the right to appoint and remove Directors in accordance with Section 4.1 of these Bylaws, and then by a majority vote of the remaining Directors after Declarant's right to appoint and remove Directors has expired.

Section 4.5. Vacancies on Board of Directors. At such time as Declarant's right to appoint and remove Directors has expired or been terminated, if the office of any elected Director shall become vacant by reason of death, resignation, retirement, disqualification, removal from office or otherwise, the remaining Directors, at a special meeting duly called for this purpose, shall choose a successor who shall fill the unexpired term of the directorship being vacated. If there is a deadlock in the voting for a successor by the remaining Directors, the one Director with the longest continuous term on the Board shall select the successor. At the expiration of the term of his position on the Board of Directors, the successor Director shall be re-elected or his successor shall be elected in accordance with these Bylaws.

Section 4.6. Removal of Directors by Members. Subject to the right of Declarant to nominate and appoint Directors as set forth in Section 4.1 of these Bylaws, an elected Director may be removed, with or without cause, by a majority vote of the Members at any special meeting of the Members of which notice has been properly given as provided in these Bylaws; provided the same notice of this special meeting has also been given to the entire Board of Directors, including the individual Director whose removal is to be considered at such special meeting.

Section 4.7. Consent in Writing. Any action by the Board of Directors, including any action involving a vote on a fine, damage assessment, appeal from a denial or architectural control approval, or suspension of a right of a particular Member before the Member has an opportunity to attend a meeting of the Board of Directors to present the Member's position on the issue, may be taken without a meeting if all of the Directors shall unanimously consent in writing to the action. Such written consent shall be filed in the Minute Book. Any action taken by such written consent shall have the same force and effect as a unanimous vote of the Directors.

ARTICLE V MEETINGS OF DIRECTORS

Section 5.1. Regular Meetings. Regular meetings of the Board shall be held annually or such other frequency as determined by the Board, without notice, at such place and hour as may be fixed from time to time by resolution of the Board.

Section 5.2. Special Meetings. Special meetings of the Board shall be held when called by the President of the Association, or by any two Directors, after not less than three (3) days' notice to each Director.

Section 5.3. Quorum. A majority of the number of Directors shall constitute a quorum for the transaction of business. Every act or decision done or made by a majority of the Directors present at a duly held meeting at which a quorum is present shall be regarded as the act of the Board of Directors.

Section 5.4. Telephone Meetings. Members of the Board or any committee of the Association may participate in and hold meetings of the Board or committee by means of conference telephone or similar communications equipment by means of which all persons participating in the meeting can hear each other. Participation in such meeting constitutes 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.

Section 5.6. Action without a Meeting. Any action required or permitted to be taken by the Board at a meeting may be taken without a meeting, if all Directors individually or collectively consent in writing to such action. The written consent must be filed with the minutes of Board meetings. Action by written consent has the same force and effect as a unanimous vote.

ARTICLE VI POWERS AND DUTIES OF THE BOARD

Section 6.1. Powers. The Board shall have power and duty to undertake any of the following actions, in addition to those actions to which the Association is authorized to take in accordance with the Declaration:

(a) adopt and publish the Association Rules, including regulations governing the use of the Association Property and facilities, and the personal conduct of the Members and their guests thereon, and to establish penalties for the infraction thereof;

(b) suspend the rights of a Member to use of the Association Property during any period in which such Member shall be in default in the payment of any Assessment levied by the Association, or after notice and hearing, for any period during which an infraction of the Association Rules by such Member exists;

(c) exercise for the Association all powers, duties and authority vested in or related to the Association and not reserved to the membership by other provisions of the Association Restrictions;

(d) to enter into any contract or agreement with a municipal agency or utility company to provide electric utility service to all or any portion of the Property;

(e) declare the office of a Member of the Board to be vacant in the event such Member shall be absent from three (3) consecutive regular meetings of the Board;

(f) employ such employees as they deem necessary, and to prescribe their duties;

(g) as more fully provided in the Declaration, to:

(1) fix the amount of the Assessments against each Lot in advance of each annual assessment period and any other assessments provided by the Declaration; and

(2) foreclose the lien against any property for which Assessments are not paid within thirty (30) days after due date or to bring an action at law against the Owner personally obligated to pay the same;

(h) issue, or to cause an appropriate officer to issue, upon demand by any person, a certificate setting forth whether or not any Assessment has been paid and to levy a reasonable charge for the issuance of these certificates (it being understood that if a certificate states that an Assessment has been paid, such certificate shall be conclusive evidence of such payment);

(i) procure and maintain adequate liability and hazard insurance on property owned by the Association;

(j) cause all officers or employees having fiscal responsibilities to be bonded, as it may deem appropriate; and

(k) exercise such other and further powers or duties as provided in the Declaration or by law.

Section 6.2. Duties. It shall be the duty of the Board to:

(a) cause to be kept a complete record of all its acts and corporate affairs and to present a statement thereof to the Members at the annual meeting of the Members, or at any special meeting when such statement is requested in writing by Members who are entitled to cast fifty-one percent (51%) of all outstanding votes; and

(b) supervise all officers, agents and employees of the Association, and to see that their duties are properly performed.

ARTICLE VII OFFICERS AND THEIR DUTIES

Section 7.1. Enumeration of Offices. The officers of the Association shall be a President and a Vice-President, who shall at all times be members of the Board, a Secretary and a Treasurer, and such other officers as the Board may from time to time create by resolution.

Section 7.2. Election of Officers. The election of officers shall take place at the first meeting of the Board following each annual meeting of the Members.

Section 7.3. Term. The officers of the Association shall be elected annually by the Board and each shall hold office for one (1) year unless he or she resigns sooner, or shall be removed or otherwise disqualified to serve.

Section 7.4. Special Appointments. The Board may elect such other officers as the affairs of the Association may require, each of whom shall hold office for such period, have such authority, and perform such duties as the Board may, from time to time, determine.

Section 7.5. Resignation and Removal. Any officer may be removed from office with or without cause by the Board. Any officer may resign at any time by giving written notice to the Board, the President, or the Secretary. Such resignation shall take effect on the date of receipt of such notice or at any later time specified therein, and unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

Section 7.6. Vacancies. A vacancy in any office may be filled through appointment by the Board. The officer appointed to such vacancy shall serve for the remainder of the term of the officer he replaces.

Section 7.7. Multiple Offices. The offices of Secretary and Treasurer may be held by the same person. No person shall simultaneously hold more than one of any of the other offices except in the case of special offices created pursuant to Section 7.4.

Section 7.8. Duties. The duties of the officers are as follows:

(a) **President.** The President, or any person designated by the Board, shall preside over meetings of the Association; shall see that orders and resolutions of the Board are carried out; shall sign all leases, mortgages, deeds and other written instruments such as promissory notes.

(b) **Vice President.** The Vice President or Vice Presidents (including, without limitation, Executive Vice Presidents and Senior Vice Presidents), if any, shall generally assist the President and shall have such powers and perform such duties and services as shall from time to time be prescribed or delegated by the President or the Board.

(c) **Secretary.** The Secretary shall cause to be recorded the votes and cause to be kept the minutes of all meetings and proceedings of the Board and of the Members; serve notice or cause to be served notice of meetings of the Board and of the Members; cause to be kept

appropriate current records showing the Members of the Association together with their addresses; and shall perform such other duties as required by the Board.

(d) Assistant Secretaries. Each Assistant Secretary shall generally assist the Secretary and shall have such powers and perform such duties and services as shall from time to time be prescribed or delegated to him or her by the Secretary, the President, the Board or any committee established by the Board.

(e) Treasurer. The Treasurer shall oversee the receipts and deposits in appropriate bank accounts all monies of the Association and shall oversee disbursement of such funds as directed by resolution of the Board; shall sign, at the direction of the Board, all checks and promissory notes of the Association; shall cause to be kept proper books of account in appropriate form such that they could be audited by a public accountant whenever ordered by the Board or the membership; and shall cause to be prepared an annual budget and a statement of income and expenditures to be presented to the membership at its regular meeting, and cause to be delivered a copy of each to the Members.

ARTICLE VIII COMMITTEES OF THE BOARD OF DIRECTORS

The Board may, by resolution adopted by affirmative vote of a majority of the number of Directors fixed by these Bylaws, designate two or more Directors (with such alternates, if any, as may be deemed desirable) to constitute another committee or committees for any purpose; provided, that any such other committee or committees shall have and may exercise only the power of recommending action to the Board of Directors and of carrying out and implementing any instructions or any policies, plans, programs and rules theretofore approved, authorized and adopted by the Board. Notwithstanding the foregoing or anything to the contrary contained herein, the Reviewer (as defined in Section 3.1(d) of the Declaration) shall be Declarant or shall be the ACC (as defined in the Declaration) comprised of Members appointed by Declarant during the Development Period (as defined in the Declaration) in accordance with Article III, Section B.3.3. of the Declaration, as amended from time to time.

ARTICLE IX BOOKS AND RECORDS

The books, records and papers of the Association shall at all times, during reasonable business hours, be subject to inspection by any Member. The Association Restrictions shall be available for inspection by any Member at the principal office of the Association, where copies may be purchased at reasonable cost.

ARTICLE X ASSESSMENTS

As more fully provided in the Declaration, each Member is obligated to pay to the Association Assessments which are secured by a continuing lien upon the property against which

the Assessments are made. Assessments shall be due and payable in accordance with the Declaration.

ARTICLE XI CORPORATE SEAL

The Association may, but shall have no obligation to, have a seal in a form adopted by the Board.

ARTICLE XII DECLARANT PROVISIONS

Section 12.1. Conflict. The provisions of this Article control over any provision to the contrary elsewhere in these Bylaws.

Section 12.2. Board of Directors. As provided in Exhibit B, Section B.2.1 of the Declaration, Declarant is entitled to appoint and remove all members of the Board of Directors during the Declarant Control Period (as defined in the Declaration). Until Declarant's right to appoint all members of the Board of Directors terminates, the Directors appointed by Declarant need not be Owners or residents and may not be removed by the Owners. In addition, Declarant has the right to fill vacancies in any directorship vacated by a Declarant appointee.

ARTICLE XIII AMENDMENTS

Section 13.1. These Bylaws may be amended, (i) on or before the Declarant Turnover Date, by a majority vote or written consent of a majority of the Directors on the Board of Directors of the Association, and approval of Declarant, and thereafter (ii) either (A) by majority vote of the Board of directors at a regular or special meeting of the Board of Directors called for such purpose at which quorum is present, or (B) at a regular or special meeting of the Members, by a vote of at least sixty-seven percent (67%) of the total number of votes of the Members of the Association present at a duly called meeting of the Members at which quorum is present.

Section 13.2. In the case of any conflict between the Certificate and these Bylaws, the Certificate shall control; and in the case of any conflict between the Declaration and these Bylaws, the Declaration shall control.

ARTICLE XIV INDEMNIFICATION OF DIRECTORS AND OFFICERS

THE ASSOCIATION SHALL INDEMNIFY EVERY DIRECTOR AND OFFICER OF THE ASSOCIATION AGAINST, AND REIMBURSE AND ADVANCE TO EVERY DIRECTOR AND OFFICER FOR, ALL LIABILITIES, COSTS AND EXPENSES INCURRED IN CONNECTION WITH SUCH DIRECTORSHIP OR OFFICE AND ANY ACTIONS TAKEN OR OMITTED IN SUCH CAPACITY TO THE GREATEST EXTENT PERMITTED UNDER THE TEXAS BUSINESS ORGANIZATION CODE AND ALL OTHER

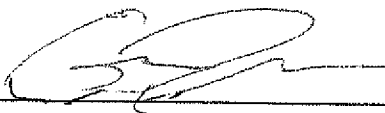
APPLICABLE LAWS AT THE TIME OF SUCH INDEMNIFICATION, REIMBURSEMENT OR ADVANCE PAYMENT; PROVIDED, HOWEVER, NO DIRECTOR OR OFFICER SHALL BE INDEMNIFIED FOR: (A) A BREACH OF DUTY OF LOYALTY TO THE ASSOCIATION OR ITS MEMBERS; (B) AN ACT OR OMISSION NOT IN GOOD FAITH OR THAT INVOLVES INTENTIONAL MISCONDUCT OR A KNOWING VIOLATION OF THE LAW; (C) A TRANSACTION FROM WHICH SUCH DIRECTOR OR OFFICER RECEIVED AN IMPROPER BENEFIT, WHETHER OR NOT THE BENEFIT RESULTED FROM AN ACTION TAKEN WITHIN THE SCOPE OF DIRECTORSHIP OR OFFICE; OR (D) AN ACT OR OMISSION FOR WHICH THE LIABILITY OF SUCH DIRECTOR OR OFFICER IS EXPRESSLY PROVIDED FOR BY STATUTE.

**ARTICLE XV
MISCELLANEOUS**

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

[signature page to follow]

I, the undersigned, being the Secretary of Lewisville Lakewood Hills Homeowner's Association, Inc., do hereby certify that the foregoing are the Bylaws of said non-profit corporation, as adopted by the Association's Board of Directors pursuant to a Unanimous Consent of Directors in Lieu of Organizational Meeting of the Corporation dated to be effective as of 19th Day of September, 2017.



Printed Name: Brock Babb

Title: Secretary

SCHEDULE 1

**RECORDS PRODUCTION AND
COPYING POLICY**

SCHEDULE 1
FOR
BYLAWS OF
LEWISVILLE LAKEWOOD HILLS HOMEOWNER'S ASSOCIATION, INC.

Records Production and Copying Policy

WHEREAS, the Board of Directors (the "Board") of Lewisville Lakewood Hills Homeowner's Association, Inc. (the "Association") wishes to adopt reasonable guidelines to establish Records Production and Copying Policy for the Association; and

WHEREAS, the Board wishes to adopt these reasonable guidelines in compliance with Section 209.005 of the Texas Property Code ("Section 209.005") regarding Owner access to Association documents and records ("Records"); and

WHEREAS, the Board intends to file these guidelines with the Bylaws for Lewisville Lakewood Hills, Denton County, Texas in the real property records of each county in which the subdivision is located, in compliance with Section 209.005 of the Texas Property Code; and

NOW, THEREFORE, IT IS RESOLVED that the following guidelines for Records Production and Copying are established by the Board:

1. Association Records shall be reasonably available to every owner. An owner may also provide access to Records to any other person (such as an attorney, CPA or agent) they designate in writing as their proxy for this purpose. To ensure a written proxy is actually from the owner, the owner must include a copy of his/her photo ID or have the proxy notarized.
2. An owner, or their proxy as described in section 1, must submit a written request for access to or copies of Records. The letter must:
 - a. be sent by certified mail to the Association's address as reflected in its most recent Management Certificate filed in the County public records; and
 - b. contain sufficient detail to identify the specific Records being requested; and
 - c. indicate whether the owner or proxy would like to inspect the Records before possibly obtaining copies or if the specified Records should be forwarded. If forwarded, the letter must indicate the format, delivery method and address:
 - i. format: electronic files, compact disk or paper copies
 - ii. delivery method: email, certified mail or pick-up
3. Within ten (10) business days of receipt of the request specified in section 2 above, the Association shall provide:
 - a. the requested Records, if copies were requested and any required advance payment had been made; or
 - b. a written notice that the Records are available and offer dates and times when the Records may be inspected by the owner or their proxy during normal business hours at the office of the Association; or
 - c. a written notice that the requested Records are available for delivery once a payment of the cost to produce the records is made and stating the cost thereof; or
 - d. a written notice that a request for delivery does not contain sufficient information to specify the Records desired, the format, the delivery method and the delivery

address; or

- e. a written notice that the requested Records cannot be produced within ten (10) business days but will be available within fifteen (15) additional business days from the date of the notice and payment of the cost to produce the records is made and stating the cost thereof.
4. The following Association Records are not available for inspection by owners or their proxies:
 - a. the financial records associated with an individual owner; and
 - b. deed restriction violation details for an individual owner; and
 - c. personal information, including contact information other than an address for an individual owner; and
 - d. attorney files and records in the possession of the attorney; and
 - e. attorney-client privileged information in the possession of the Association.

The information in a, b and c above will be released if the Association receives express written approval from the owner whose records are the subject of the request for inspection.

5. Association Records may be maintained in paper format or in an electronic format. If a request is made to inspect Records and certain Records are maintained in electronic format, the owner or their proxy will be given access to equipment to view the electronic records. Association shall not be required to transfer such electronic records to paper format unless the owner or their proxy agrees to pay the cost of producing such copies.
6. If an owner or their proxy inspecting Records requests copies of certain Records during the inspection, Association shall provide them promptly, if possible, but no later than ten (10) business days after the inspection or payment of costs, whichever is later.
7. The owner is responsible for all costs associated with a request under this Policy, including but not limited to copies, postage, supplies, labor, overhead and third party fees (such as archive document retrieval fees from off-site storage locations) as listed below: (Please go to the Attorney General web-site for current charges) <https://texasattorneygeneral.gov/og/charges-for-public-information>
8. Any costs associated with a Records request must be paid in advance of delivery by the owner or their proxy. An owner who makes a request for Records and subsequently declines to accept delivery will be liable for payment of all costs under this Policy.
9. On a case-by-case basis, in the absolute discretion of the Association, and with concurrence of the owner, the Association may agree to invoice the cost of the Records request to the owner's account. Owner agrees to pay the total amount invoiced within thirty (30) days after the date a statement is mailed to the Owner. Any unpaid balance will accrue interest as an assessment as allowed under the Declarations.

10. On a case-by-case basis where an owner request for Records is deemed to be minimal, the Association or its managing agent reserves the right to waive notice under section 2 and/or fees under section 4.
11. All costs associated with fulfilling the request under this Policy will be paid by the Association's Managing Agent. All fees paid to the Association under this Policy will be reimbursed to the Association's Managing Agent or paid directly to the Association's Managing Agent.

SCHEDULE 2

**ALTERNATIVE PAYMENT SCHEDULE
GUIDELINES FOR CERTAIN ASSESSMENTS**

SCHEDULE 2
FOR
BYLAWS OF
LEWISVILLE LAKEWOOD HILLS HOMEOWNER'S ASSOCIATION, INC.

Alternative Payment Schedule Guidelines for Certain Assessments

WHEREAS, the Board of Directors (the "Board") of Lewisville Lakewood Hills Homeowner's Association, Inc. (the "Association") wishes to adopt reasonable guidelines to establish an alternative payment schedule by which an owner may make partial payments to the Association for delinquent regular or special assessments or any other amount owed to the Association; and

WHEREAS, the Board wishes to adopt these reasonable guidelines in compliance with Section 209.0062 of the Texas Property Code; and

WHEREAS, the Board intends to file these guidelines with the Bylaws for Lewisville Lakewood Hills, Denton County, Texas in the real property records of each county in which the subdivision is located, in compliance with Section 209.0062 of the Texas Property Code; and

NOW, THEREFORE, IT IS RESOLVED that the following guidelines are established by the Board:

1. Upon the request of a delinquent owner, the Association shall enter into an alternative payment schedule with such owner, subject to the following guidelines:
 - a. An Alternative Payment Schedule is only available to owners who have delinquent regular assessments, special assessments or any other amount owed to the Association.
 - b. An Alternative Payment Schedule will not be made available in the following cases: (1) to owners who have failed to honor the terms of a previous Alternative Payment Schedule during the two years following the owner's default of such previous Alternative Payment Schedule; (2) to owners who have failed to request an Alternative Payment Schedule prior to the 30 day deadline to cure the delinquency as set forth in the Association's letter sent pursuant to Tex. Prop. Code § 209.0064(b); and/or (3) to owners who have entered into an Alternative Payment Schedule within the previous 12 months. Notwithstanding the foregoing, the Board has discretion to allow any owner to enter into an Alternative Payment Schedule.
 - c. During the course of an Alternative Payment Schedule, additional monetary penalties shall not be charged against an owner so long as the owner timely performs all obligations under the Alternative Payment Schedule and does not default. However, the Association may charge reasonable costs for administering the Alternative Payment Schedule ("Administrative Costs") and, if interest is allowed under the Declaration, then interest will continue to accrue during the term of the Alternative Payment Schedule. The Association

may provide an estimate of the amount of interest that will accrue during the term of the Alternative Payment Schedule.

- d. The total of all proposed payments in an Alternative Payment Schedule must equal the sum of the current delinquent balance, the estimated interest, and any Administrative Costs; and may include any assessments that will accrue during the term of the Payment Plan.
- e. All payments under an Alternative Payment Schedule shall be due and tendered to the Association by the dates specified in the Alternative Payment Schedule, and shall be made by cashier's checks or money orders.
- f. The minimum term for an Alternative Payment Schedule is 3 months from the date of the owner's request for an Alternative Payment Schedule. The Association is not required to allow an Alternative Payment Schedule for any amount that extends more than 18 months from the date of the owner's request for an Alternative Payment Plan.
- g. Any owner may submit to the Board a request for an Alternative Payment Schedule that does not meet the foregoing guidelines, along with any other information he/she believes the Board should consider along with such request (e.g. evidence of financial hardship). The Board, in its sole discretion, may approve or disapprove such a request for a non-conforming Alternative Payment Schedule. An owner who is not eligible for an Alternative Payment Schedule may still request an Alternative Payment Schedule, and the Board, in its sole discretion, may accept or reject such a request.
- h. Default
 1. The following shall result in an immediate default of an Alternative Payment Schedule:
 - i. The owner's failure to timely tender and deliver any payment when due under the Alternative Payment Schedule;
 - ii. The owner's failure to tender any payment in the full amount and form (e.g., cashier's check or money order) as specified in the Alternative Payment Schedule; or
 - iii. The owner's failure to timely comply with any other requirement or obligation set forth in the Alternative Payment Plan.
 2. Any owner who defaults under an Alternative Payment Schedule shall remain in default until his/her entire account balance is brought current.
 3. The Association is not required to provide notice of any default.

Alternative Payment Schedule Policy

4. Owners are not entitled to any opportunity to cure a default.
 5. While an owner is in default under an Alternative Payment Schedule, the owner's payments need not be applied to the owner's debt in the order of priority set forth in Tex. Prop. Code § 209.0063(a). But, in applying a payment made while the owner is in default, a fine assessed by the Association may not be given priority over any other amount owed to the Association.
 6. The failure by the Association to exercise any rights or options shall not constitute a waiver thereof or the waiver of the right to exercise such right or option in the future.
- i. All other terms of an Alternative Payment Schedule are at the discretion of the Board.