

NOTICE OF FILING OF DEDICATORY INSTRUMENTS
FOR
FALL CREEK ADDITION
PURSUANT TO SECTION 202.006 OF THE TEXAS PROPERTY CODE

STATE OF TEXAS §
 § KNOW ALL MEN BY THESE PRESENTS:
COUNTY OF DALLAS §

THIS NOTICE OF FILING OF DEDICATORY INSTRUMENTS FOR FALL CREEK ADDITION PURSUANT TO SECTION 202.006 OF THE TEXAS PROPERTY CODE (this "Notice") is made this 11th day of December, 2011, by Fall Creek Addition Homeowners Association, Inc. (the "Association").

WITNESSETH:

WHEREAS, Garland - Weisner, a Texas Limited Partnership ("Declarant") prepared and recorded an instrument entitled "Declaration of Covenants, Conditions and Restrictions for Fall Creek Addition and Provisions for Fall Creek Addition Homeowners Association" on or about November 9, 2001, at Instrument No. 1598488, Volume 2001221 and Page 4714, of the Real Property Records of Dallas County, Texas (the "Declaration"); and

WHEREAS, the Association is the property owners' association created by the Declarant to manage or regulate the planned development subject to the Declaration, which development is more particularly described in the Declaration; and

WHEREAS, Section 202.006 of the Texas Property Code provides that a property owners association must file each dedicatory instrument governing the association that has not been previously recorded in the real property records of the county in which the development is located; and

WHEREAS, Section 202.006(b) of the Texas Property Code, effective January 1, 2012, provides that a dedicatory instrument has no effect until the instrument is filed in accordance with this section; and

WHEREAS, the Association desires to record the dedicatory instruments attached as Exhibit "A" in the Real Property Records of Dallas County, Texas, pursuant to and in accordance with Section 202.006 of the Texas Property Code.

NOW, THEREFORE, the dedicatory instruments attached hereto as *Exhibit "A"* are true and correct copies of the originals and are hereby filed of record in the Real Property Records of Dallas County, Texas, in accordance with the requirements of Section 202.006 of the Texas Property Code.

IN WITNESS WHEREOF, the Association has caused this Notice of Filing of Dedicatory Instruments for Fall Creek Addition to be executed by its duly authorized agent as of the date first above written.

FALL CREEK ADDITION HOMEOWNERS ASSOCIATION, INC.
a Texas non-profit corporation

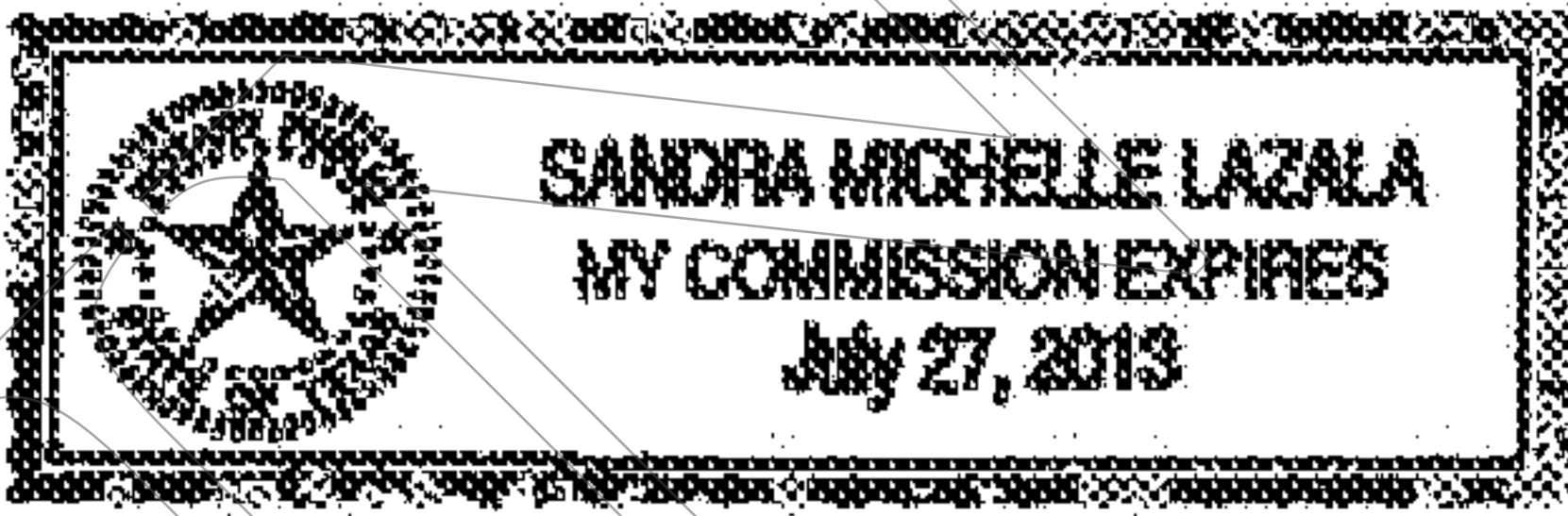
By: [Signature]
Its: Dec 16, 2011

ACKNOWLEDGMENT

STATE OF TEXAS §
 §
COUNTY OF DALLAS §

BEFORE ME, the undersigned authority, on this day personally appeared [Signature] President of Fall Creek Addition Homeowners Association, Inc., known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that (s)he executed the same for the purposes and consideration therein expressed on behalf of said corporation.

SUBSCRIBED AND SWORN TO BEFORE ME on this 16th day of December 2011.



[Signature]
Notary Public, State of Texas
07/27/13
My Commission Expires

Exhibit "A"

Dedicatory Instruments

A-1 Document Retention Policy

A-2 Document Inspection and Copying Policy

A-3 Alternative Payment Plan Policy

A-4 Email Registration Policy

A-5 Bylaws of Fall Creek Addition Homeowners Association, Inc.

A-6 Amendment to Bylaws of Fall Creek Addition Homeowners Association, Inc.

A-7 Articles of Incorporation of Fall Creek Addition Homeowners Association, Inc.

FALL CREEK ADDITION HOMEOWNERS ASSOCIATION, INC.

DOCUMENT RETENTION POLICY

WHEREAS, pursuant to Section 209.005(m) of the Texas Property Code, the Board of Directors of Fall Creek Addition Homeowners Association, Inc. (the "Association") is required to adopt a document retention policy for the Association's books and records.

NOW, THEREFORE, IT IS RESOLVED, in order to comply with the procedures set forth by Chapter 209 of the Texas Residential Property Owners Protection Act, that the following procedures and practices are established for the maintenance and retention of the Association's books, records and related documents, and the same are to be known as the "Document Retention Policy" of the Association.

1. Purpose. The purpose of this Document Retention Policy is to ensure that the necessary records and documents of the Association are adequately protected and maintained.

2. Administration. The Association is in charge of the administration of this Document Retention Policy and the implementation of processes and procedures to ensure that the Records Retention Schedule attached as Exhibit "A" is followed. The Board is authorized to make modifications to this Records Retention Schedule from time to time to ensure that it is in compliance with local, state and federal laws and that the schedule includes the appropriate document and record categories for the Association.

3. Suspension of Record Disposal in Event of Litigation or Claims. In the event the Association is served with any subpoena or request for documents or the Association becomes aware of a governmental investigation or audit concerning the Association or the commencement of any litigation against or concerning the Association, all documents relating or pertaining to such investigation, claim or litigation shall be retained indefinitely, and any further disposal of documents shall be suspended and shall not be reinstated until conclusion of the investigation or lawsuit, or until such time as the Board, with the advice of legal counsel, determines otherwise.

4. Applicability. This Document Retention Policy applies to all physical records generated in the course of the Association's operation, including both original documents and reproductions. It also applies to electronic copies of documents. Any electronic files that fall under the scope of one of the document types on the Records Retention Schedule below will be maintained for the appropriate amount of time. Documents that are not listed on Exhibit "A", but are substantially similar to those listed in the Records Retention Schedule, should be retained for a similar length of time.

5. Definitions. The definitions contained in the governing documents of Fall Creek Addition Homeowners Association, Inc. are hereby incorporated herein by reference.



IT IS FURTHER RESOLVED that this Document Retention Policy is effective upon adoption hereof, to remain in force and effect until revoked, modified or amended.

This is to certify that the foregoing resolution was adopted by the Board of Directors at a meeting of same on 12-16-11, and has not been modified, rescinded or revoked.

DATE: 12-16-11

Kan Madri
Secretary
Resides

Sandra Lazala 12/16/11


UNOFFICIAL

EXHIBIT A – RECORD RETENTION SCHEDULE

A. GOVERNING DOCUMENTS

All copies of governing documents including but not limited to the Declaration of Covenants, Conditions and Restrictions for Fall Creek Addition and Provisions for Fall Creek Addition Homeowners Association (the “Declaration”), the Bylaws of Fall Creek Addition Homeowners Association, Inc. (the “Bylaws”), the Articles of Incorporation of Fall Creek Addition Homeowners Association, Inc. (the “Articles”), Design Guidelines, any rules, regulations or resolutions of the Board of Directors, and any amendments and supplements thereto

Permanently

B. FINANCIAL RECORDS

Financial records, including each year’s budget, tax returns, audits of the Association’s financial books and records, copies of all bills paid by the Association or to be paid, the Association’s checkbooks and check registers

7 years

C. RECORDS OF OWNERS’ ACCOUNTS

Owners’ account records, including assessment account ledgers, architectural review records, violation records, records of fines and any disputes from the owner

5 years

D. CONTRACTS

Copies of the final, executed contracts with a term of 1 year or more entered into by the Association (and any related correspondence, including any proposal that resulted in the contract and all other supportive documentation)

4 years after expiration or termination

E. MEETING MINUTES

Minutes of Annual and Special Meetings of the Members, minutes of Board meetings, and minutes of committee meetings (if any)

7 years

FALL CREEK ADDITION HOMEOWNERS ASSOCIATION, INC.

DOCUMENT INSPECTION AND COPYING POLICY

WHEREAS, pursuant to Section 209.005(i) of the Texas Property Code, the Board of Directors of Fall Creek Addition Homeowners Association, Inc. (the "Association") is required to adopt a records production and copying policy that prescribes the costs the Association will charge for the compilation, production and reproduction of the Association's books and records.

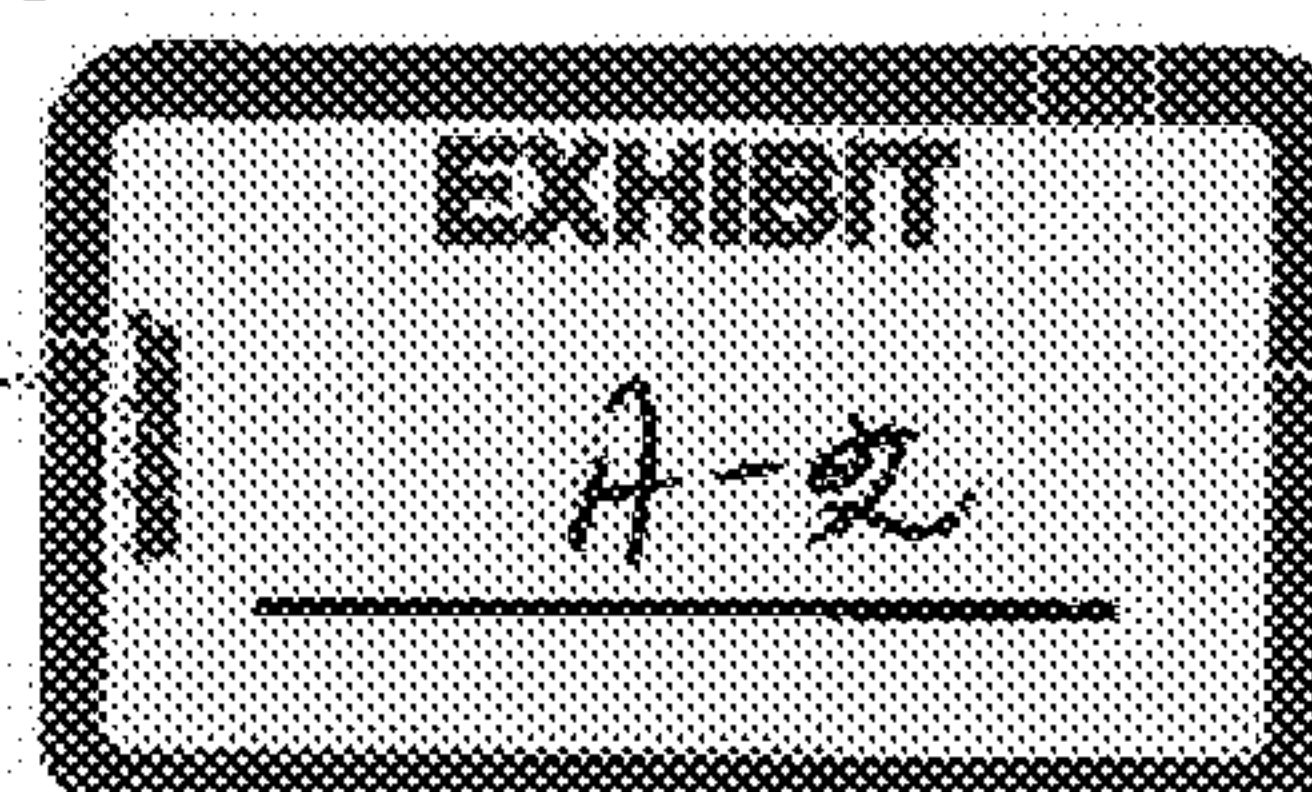
NOW, THEREFORE, IT IS RESOLVED, in order to comply with the procedures set forth by Chapter 209 of the Texas Residential Property Owners Protection Act, that the following procedures and practices are established for the compilation, production and reproduction of the Association's books and records, and the same are to be known as the "Document Inspection and Copying Policy" of the Association (hereinafter the "Policy").

1. Purpose. The purpose of this Policy is to establish orderly procedures for the levying of fees and to notify owners of the costs to be incurred associated with the compilation, production and reproduction of the Association's books and records in response to an owner's request to inspect the Association's records.

2. Records Defined. The Association's books and records available for inspection and copying by owners are those records designated by Section 209.005 of the Texas Property Code. Pursuant to Section 209.005(d) of the Texas Property Code, an attorney's files relating to the Association, excluding invoices, are not records of the Association, are not subject to inspection by owners, or production in a legal proceeding. Further, pursuant to Section 209.005(k), the Association is not required to release or allow inspection of any books and records relating to an employee of the Association, or any books and records that identify the violation history, contact information (other than the address and/or financial information of an individual owner) absent the express written approval of the owner whose information is the subject of the request or a court order requiring disclosure of such information.

3. Individuals Authorized to Inspect Association's Records. Every owner of a lot in the Association is entitled to inspect and copy the Association's books and records in compliance with the procedures set forth in this Policy. An owner may submit a designation in writing, signed by the owner, specifying such other individuals who are authorized to inspect the Association's books and records as the owner's agent, attorney, or certified public accountant. The owner and/or the owner's designated representative are referred to herein as the "Requesting Party."

4. Requests for Inspection or Copying. The Requesting Party seeking to inspect or copy the Association's books and records must submit a written request via certified mail to the Association at the mailing address of the Association or its managing agent as reflected on the Association's current management certificate. This address is subject to change upon notice to the owners, but the Association's current mailing address as of the adoption of this policy is:



Fall Creek Addition Homeowners Association, Inc.
c/o Village Association Management, LLC
P.O. Box 460057
Garland, Texas 75046-0057

The request must contain sufficient detail describing the requested Association's books and records, including pertinent dates, time periods or subjects sought to be inspected. The request must also specify whether the Requesting Party seeks to inspect the books and records before obtaining copies or to have the Association forward copies of the requested books and records to the Requesting Party.

5. Inspection Response. If the Requesting Party elects to inspect the Association's books and records, the Association shall notify the Requesting Party within ten (10) business days after receiving the Requesting Party's request of the dates during normal business hours that the Requesting Party may inspect the requested books and records (the "Inspection Notice").

If the Association is unable to produce the requested books and records by the 10th business day after the date the Association receives the request, the Association must provide written notice to the Requesting Party (the "Inspection Delay Letter") that (1) the Association is unable to produce the information by the 10th business day after the date the Association received the request, and (2) state a date by which the information will be either sent or available for inspection that is not later than fifteen (15) days after the date of the Inspection Delay Letter.

6. Inspection Procedure. Any inspection shall take place at a mutually-agreed upon time during normal business hours. All inspections shall take place at the office of the Association's management company or such other location as the Association designates. No Requesting Party or other individual shall remove original records from the location where the inspection is taking place, nor alter the records in any way. All individuals inspecting or requesting copies of records shall conduct themselves in a businesslike manner and shall not interfere with the operation of the Association's or management company's office or the operation of any other office where the inspection or copying is taking place.

At such inspection, the Requesting Party may identify such books and records for the Association to copy and forward to the Requesting Party. The Association may produce all requested books and records in hard copy, electronic, or other format reasonably available to the Association.

7. Costs Associated with Compilation, Production and Reproduction. The costs associated with compiling, producing and reproducing the Association's books and records in response to a request to inspect or copy documents shall be as follows:

(a) Copy charges.

- (1) Standard paper copy. The charge for standard paper copies reproduced by means of an office machine copier or a computer printer is \$0.10 per

page or part of a page. Each side that contains recorded information is considered a page.

(2) Nonstandard copy. The charges in this subsection are to cover the materials onto which information is copied and do not reflect any additional charges, including labor, that may be associated with a particular request. The charges for nonstandard copies are:

- (A) Diskette--\$ 1.00;
- (B) Magnetic tape--actual cost
- (C) Data cartridge--actual cost;
- (D) Tape cartridge--actual cost;
- (E) Rewritable CD (CD-RW)--\$ 1.00;
- (F) Non-rewritable CD (CD-R)--\$ 1.00;
- (G) Digital video disc (DVD)--\$ 3.00;
- (H) JAZ drive--actual cost;
- (I) Other electronic media--actual cost;
- (J) VHS video cassette--\$ 2.50;
- (K) Audio cassette--\$ 1.00;
- (L) Oversize paper copy (e.g.: 11 inches by 17 inches, greenbar, bluebar, not including maps and photographs using specialty paper)--\$0.50;
- (M) Specialty paper (e.g.: Mylar, blueprint, blueline, map, photographic)--actual cost.

(b) Labor charge for locating, compiling, manipulating data, and reproducing information.

(1) The charge for labor costs incurred in processing a request for information is \$15.00 an hour. The labor charge includes the actual time to locate, compile, manipulate data, and reproduce the requested information.

(2) When confidential information is mixed with non-confidential information in the same page, a labor charge may be recovered for time spent to redact, blackout, or otherwise obscure confidential information in order to release the information. A labor charge shall not be made for redacting confidential information for requests of fifty (50) or fewer pages.

(3) If the charge for providing a copy of information includes costs of labor, the Requesting Party may require that the Association provide a written statement as to the amount of time that was required to produce and provide the copy, signed by an officer of the Association. A charge may not be imposed for providing the written statement to the requestor.

(c) Overhead charge.

(1) Whenever any labor charge is applicable to a request, the Association may include in the charges direct and indirect costs, in addition to the specific labor charge. This overhead charge would cover such costs as depreciation of capital assets, rent, maintenance and repair, utilities, and administrative overhead. If the Association chooses to recover such costs, a charge shall be made in accordance with the methodology described in paragraph (3) of this subsection. Although an exact calculation of costs will vary, the use of a standard charge will avoid complication in calculating such costs and will provide uniformity for charges.

(2) An overhead charge shall not be made for requests for copies of fifty (50) or fewer pages of standard paper records.

(3) The overhead charge shall be computed at twenty percent (20%) of the charge made to cover any labor costs associated with a particular request (example: if one hour of labor is used for a particular request, the formula would be as follows: Labor charge for locating, compiling, and reproducing, \$15.00 x .20 = \$ 3.00).

(d) Postal and shipping charges. The Association may add any related postal or shipping expenses which are necessary to transmit the reproduced information to the Requesting Party.

8. Payment. Upon receipt of a request to inspect and/or copy documents, the Association may require the Requesting Party to pay the estimated costs associated with production and copying in advance. If the estimated cost of compilation, production and reproduction is different from the actual cost, the Association shall submit a final invoice to the owner on or before the 30th business day after the Association has produced and/or delivered the requested information. If the actual cost is greater than the estimated amount, the owner must pay the difference to the Association within thirty (30) business days after the date the invoice is sent to the owner, or the Association will add such additional charges as an assessment against the owner's property in the Association. If the actual cost is less than the estimated amount, the Association shall issue a refund to the owner within thirty (30) business days after the date the invoice is sent to the owner.

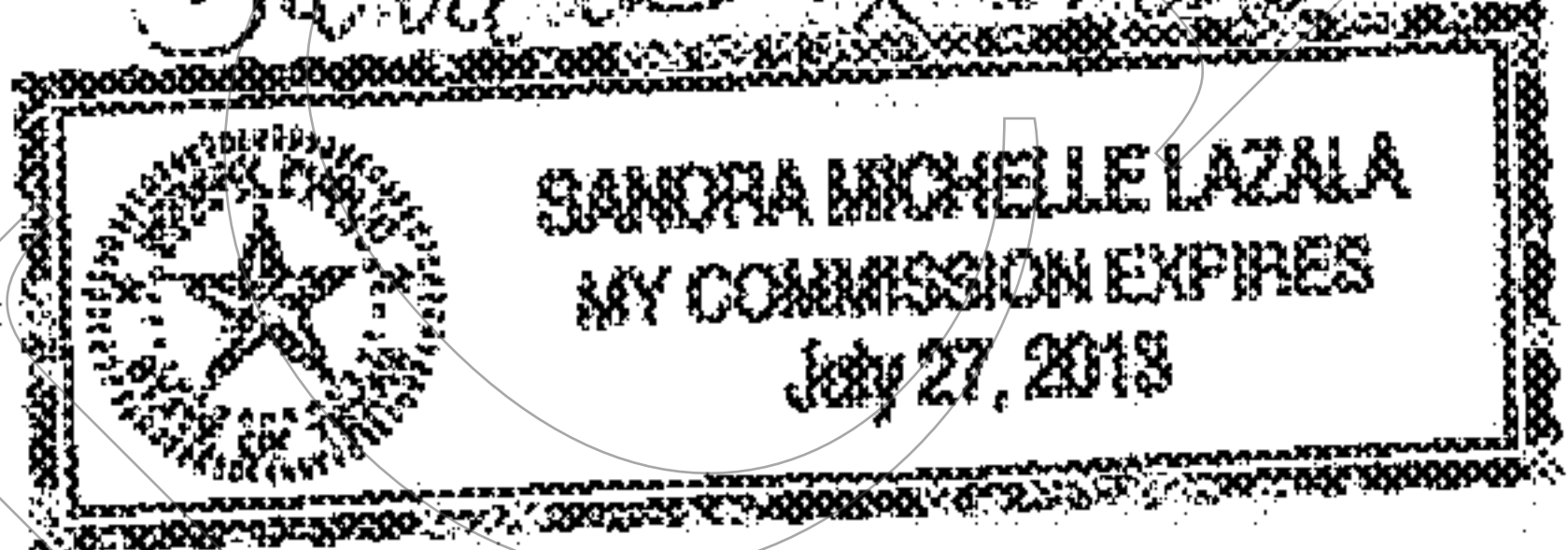
9. Definitions. The definitions contained in the Declaration of Covenants, Conditions and Restrictions for Fall Creek Addition and Provisions for Fall Creek Addition Homeowners Association and the Bylaws of Fall Creek Addition Homeowners Association, Inc. are hereby incorporated herein by reference.

IT IS FURTHER RESOLVED that this Document Inspection and Copying Policy is effective upon adoption hereof, to remain in force and effect until revoked, modified or amended.

This is to certify that the foregoing resolution was adopted by the Board of Directors at a meeting of same on 12-16-11, and has not been modified, rescinded or revoked.

DATE: 12-16-11

Ken Martin
Secretary
President

Sandra Lazala 12/16/11


UNOFFICIAL

FALL CREEK ADDITION HOMEOWNERS ASSOCIATION, INC.

ALTERNATIVE PAYMENT PLAN POLICY

WHEREAS, pursuant to Section 209.0062 of the Texas Property Code, the Board of Directors of Fall Creek Addition Homeowners Association, Inc. (the "Association") is required to adopt reasonable guidelines regarding an alternate payment schedule in which an owner may make partial payments to the Association for delinquent regular or special assessments or any other amount owed to the Association.

NOW, THEREFORE, IT IS RESOLVED, in order to comply with the procedures set forth by Chapter 209 of the Texas Residential Property Owners Protection Act, that the following guidelines and procedures are established for the establishment of an alternate payment schedule, and the same are to be known as the "Alternate Payment Plan Policy" of the Association (hereinafter the "Policy").

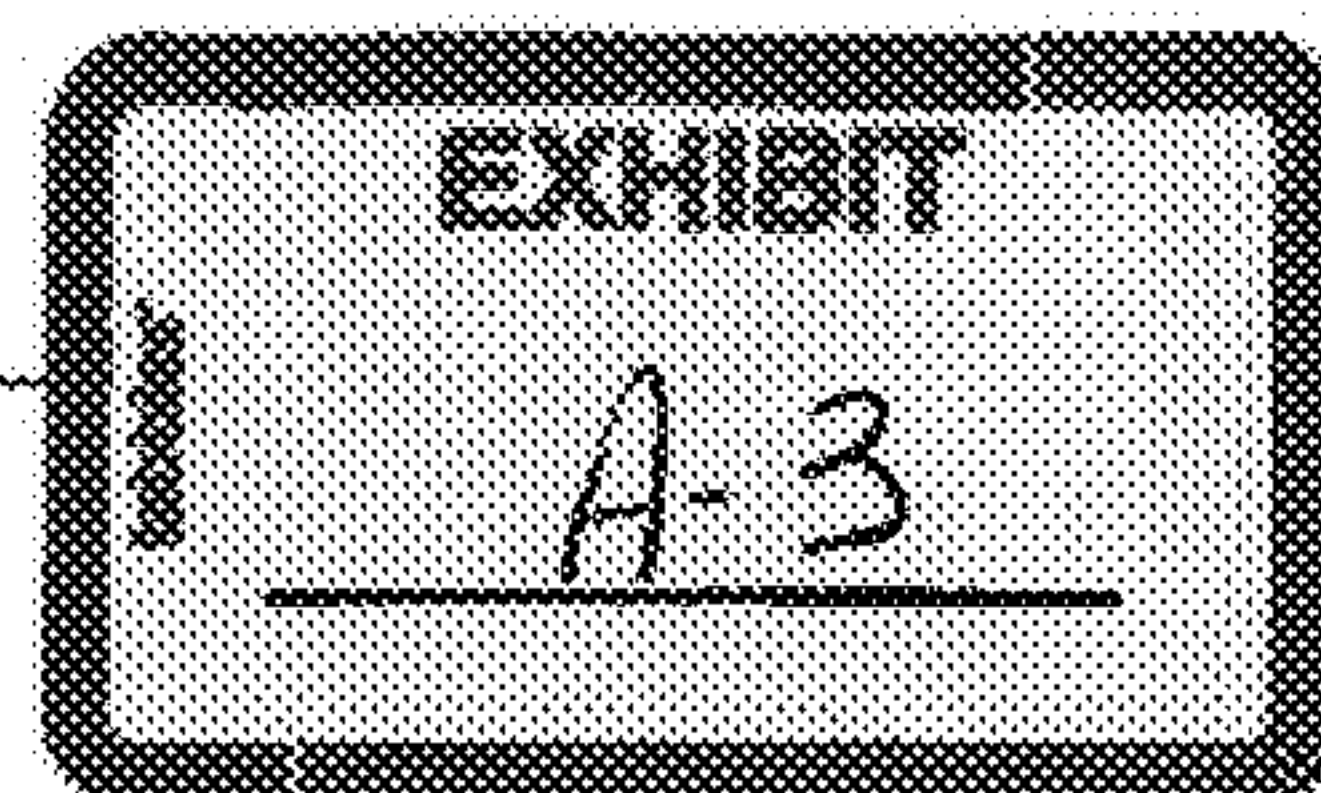
1. Purpose. The purpose of this Policy is to assist Owners in remedying delinquencies and remaining current on the payment of amounts owed to the Association by establishing orderly procedures by which Owners may make partial payments to the Association for amounts owed without accruing additional penalties.

2. Eligibility. To be eligible for a payment plan pursuant to the Association's alternate payment plan schedule, an Owner must meet the following criteria:

- a) The owner must currently be delinquent in the payment of regular assessments, special assessments, or any other amounts owed to the Association;
- b) The Owner must not have defaulted on a prior payment plan within the prior two year period; and
- c) The Owner must submit a signed payment plan as defined below, along with the Owner's initial payment to the address designated by the Association for correspondence.

3. Payment Plan Schedule/Guidelines. The Association hereby adopts the following alternate payment guidelines and makes the following payment plan schedule available to owners in order to make partial payments for delinquent amounts owed:

- a) Requirements of Payment Plan Request. Within 30 days of the date of the initial letter which informs the owner of the availability of a payment plan, an owner must submit a signed acceptance of the payment plan schedule described below to the Association's management company.



- b) Term. The Association has chosen to offer three different payment plan options for owners—a four (4) month plan, a nine (9) month plan, and for owners with a total amount owed of more than \$1,000.00, a twelve (12) month plan.

For the four (4) month plan, the Owner must make an initial payment of twenty-five percent (25%) of the total amount owed and remaining payments in equal monthly installments, and the administrative fee is \$25.00. For the nine (9) month plan, the Owner must make an initial payment of twenty-five percent (25%) of the total amount owed and remaining payments in equal monthly installments, and the administrative fee is \$45.00. For the twelve (12) month plan, the Owner must make an initial payment of twenty percent (20%) of the total amount owed and remaining payments in equal monthly installments, and the administrative fee is \$65.00. All administrative fees must be paid at the same time as the initial payment.

- c) Date of Partial Payments under Plan. The Owner must submit the first monthly installment payment under the plan contemporaneously with submission of the Owner's payment plan agreement which must be signed by the Owner. The Owner must make all additional monthly installments under the payment plan so that the payments are received by the Association no later than the first (1st) day of each month. The Owner may pay off, in full, the balance under the payment plan at any time. All payments must be received by the Association at the Association's designated mailing address or lock box for all payments. Payments may be made through auto draft bill payment, in check or certified funds, or by credit card (to the extent the Association is set up to receive payment by credit card).
- d) Correspondence. Any correspondence to the Association regarding the amount owed, the payment plan, or such similar correspondence must be sent to the address designated by the Association for correspondence. Such correspondence shall not be included with an Owner's payment.
- e) Amounts Coming Due During Plan. Owners are responsible for remaining current on all assessments and other charges coming due during the duration of the Owner's payment plan and must, therefore, timely submit payment to the Association for any amounts coming due during the duration of the Owner's payment plan.
- f) Additional Charges. An Owner's balance owed to the Association shall not accrue late fees or other monetary penalties (except interest) while such Owner is in compliance with a payment plan under the Association's alternate payment plan schedule. Owners in a payment plan are responsible for reasonable costs associated with administering the plan, and for interest on the unpaid balance, calculated at the highest rate allowed by the governing documents or by law. The costs of administering the plan and interest shall be included in calculating the

total amount owed under the payment plan and will be included in the payment obligation. The costs of administering the payment plan may include a reasonable charge for preparation and creation of the plan, as well as a monthly monitoring fee of no less than \$5.00 per month.

- g) Other Payment Arrangements. At the discretion of the Board of Directors, and only for good cause demonstrated by an owner, the Association may accept payment arrangements offered by owners which are different from the above-cited guidelines, provided that the term of payments is no less than three (3) months nor larger than eighteen (18) months. The Association's acceptance of payment arrangements that are different from the approved payment plan schedule/guidelines hereunder shall not be construed as a waiver of these guidelines nor authorize an owner to be granted a payment plan which differs from the one herein provided.

4. Default. If an Owner fails to timely submit payment in full of any installment payment (which installment payment must include the principal owed, the administration fees assessed to the plan and interest charges), or fails to timely pay any amount coming due during the duration of the plan, the Owner will be in default. If an Owner defaults under a payment plan, the Association may proceed with collection activity without further notice. If the Association elects to provide a notice of default, the Owner will be responsible for all fees and costs associated with the drafting and sending of such notice. In addition, the Owner is hereby on notice that he/she will be responsible for any and all costs, including attorney's fees, of any additional collection action which the Association pursues.

5. Board Discretion. Any Owner who is not eligible for a payment plan under the Association's alternate payment plan schedule may submit a written request to the Board for the Association to grant the Owner an alternate payment plan. Any such request must be directed to the person or entity currently handling the collection of the Owner's debt (i.e. the Association's management company or the Association's attorney). The decision to grant or deny an alternate payment plan, and the terms and conditions for any such plan, will be at the sole discretion of the Association's Board of Directors.

6. Definitions. The definitions contained in the Declaration of Covenants, Conditions and Restrictions for Fall Creek Addition and Provisions for Fall Creek Addition Homeowners Association and the Bylaws of Fall Creek Addition Homeowners Association, Inc. are hereby incorporated herein by reference.

7. Severability and Legal Interpretation. In the event that any provision herein shall be determined by a court with jurisdiction to be invalid or unenforceable in any respect, such determination shall not affect the validity or enforceability of any other provision, and this Policy shall be enforced as if such provision did not exist. Furthermore, the purpose of this policy is to satisfy the legal requirements of Section 209.0062 of the Texas Property Code. In the event that any provision of this Policy is deemed by a court with jurisdiction to be ambiguous or in

contradiction with any law, this Policy and any such provision shall be interpreted in a manner that complies with an interpretation that is consistent with the law.

IT IS FURTHER RESOLVED that this Alternate Payment Plan Policy is effective on January 1, 2012, to remain in force and effect until revoked, modified or amended.

This is to certify that the foregoing resolution was adopted by the Board of Directors at a meeting of same on Dec 16, 2011, and has not been modified, rescinded or revoked.

DATE: Dec 16, 2011

Ken Martin
Secretary
President

Sandra Lazala 12/16/11


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FALL CREEK ADDITION HOMEOWNERS ASSOCIATION, INC.

EMAIL REGISTRATION POLICY

WHEREAS, pursuant to Section 209.0051(e) of the Texas Property Code, the Board of Directors of Fall Creek Addition Homeowners Association, Inc. (the "Association") is permitted to send notice of Board meetings to the members via e-mail to each owner who has registered an e-mail address with the Association; and

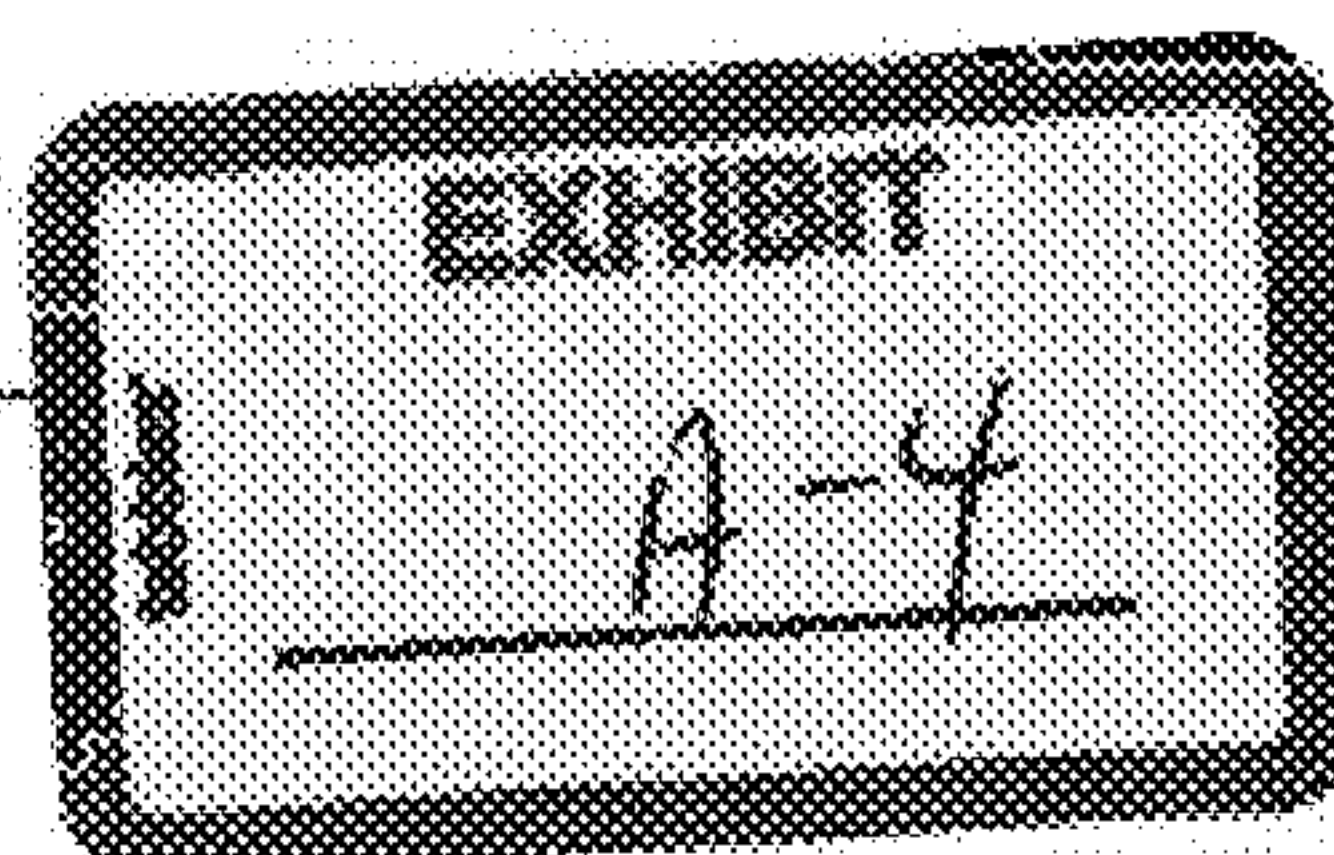
WHEREAS, pursuant to Section 209.0051(f) of the Texas Property Code, it is an owner's duty to keep an updated e-mail address registered with the Association.

NOW, THEREFORE, IT IS RESOLVED, the following procedures and practices are established for the registration of e-mail addresses with the Association, and the same are to be known as the "Email Registration Policy" of the Association.

1. Purpose. The purpose of this Email Registration Policy is to ensure that each owner receives proper notice of regular and special Board meetings of the Association pursuant to Section 209.0051(e) of the Texas Property Code. This Email Registration Policy is also intended to provide the Association with a method to verify the identity of owners who cast electronic ballots in elections via e-mail.

2. Registration. Each owner is responsible to register his or her e-mail address with the Association if he/she desires to receive email notifications of meetings, and it is the owner's responsibility to keep his or her registered e-mail address up-to-date and accurate. An owner may register his or her e-mail address by submitting a request to register or change his or her e-mail address to the Association's property manager via e-mail, mail, or facsimile. Alternatively, the Association may allow an owner to register his or her e-mail address through a form on the Association's website, if any. Please allow seven (7) business days from submission of an e-mail address for the Association to update its records. Please note, correspondence to the Association and/or its property manager from an email address for any other purpose other than an express statement to register an email address is not sufficient to register such email address with the Association.

3. Failure to Register. In the event an owner fails to register an accurate e-mail address with the Association, the owner may not receive e-mail notification of regular and special Board meetings. Also, the Association may use an owner's registered e-mail address for purposes of verifying the owner's identity for electronic voting. If an owner fails to register an e-mail address with the Association or submits an electronic ballot from an e-mail address other than the e-mail address registered with the Association, such owner's electronic ballot may not be counted. The Association has no obligation to actively seek out a current e-mail address for each owner. In addition, the Association has no obligation to investigate or obtain an updated e-mail address for owners whose current registered e-mail address is returning an e-mail delivery failure message/ undeliverable message.



4. Definitions. The definitions contained in the Association's dedicatory instruments are hereby incorporated herein by reference.

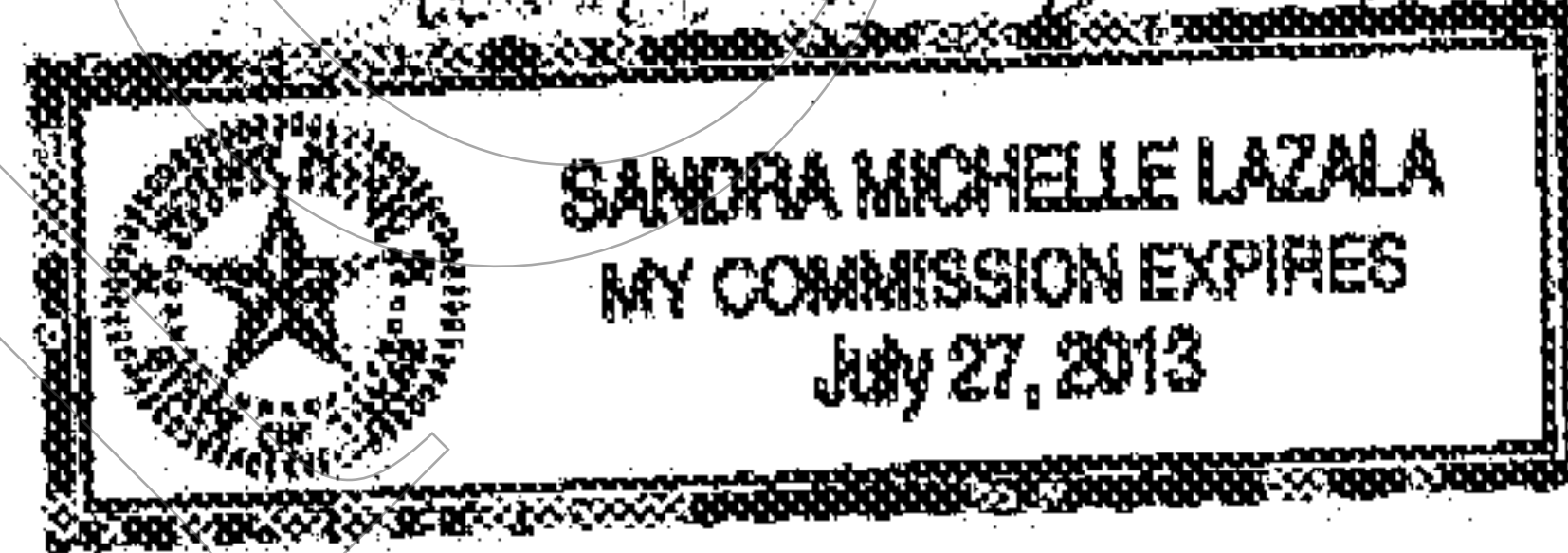
IT IS FURTHER RESOLVED that this Email Registration Policy is effective upon adoption hereof, to remain in force and effect until revoked, modified or amended.

This is to certify that the foregoing resolution was adopted by the Board of Directors at a meeting of same on 12-16-11, and has not been modified, rescinded or revoked.

DATE: 12-16-11

Karl Martini
Secretary
President

Sandra Lazala 12/16/11



UNOFFICIAL

**BYLAWS
OF
FALL CREEK ADDITION HOMEOWNERS ASSOCIATION, INC.**

THESE BYLAWS govern the affairs of Fall Creek Addition Homeowners Association, Inc., a Texas non-profit corporation.

**ARTICLE 1
DEFINITIONS AND CONSTRUCTION**

1.1 Certain Definitions. As used in these Bylaws, the following terms shall have the following meanings:

"Act" means the Texas Non-Profit Corporation Act.

"Annual Maintenance Fund Charge" means the annual maintenance fund charge to be levied against the members by the Association pursuant to Article XXXIII and/or XXXIV of the Protective Covenants.

"Association" means Fall Creek Addition Homeowners Association, Inc., a Texas non-profit corporation.

"Board" means the Board of Directors of the Association.

"Bylaws" means these Bylaws of the Association.

"Declarant", shall mean Garland – Wiesner, Ltd., a Texas limited partnership.

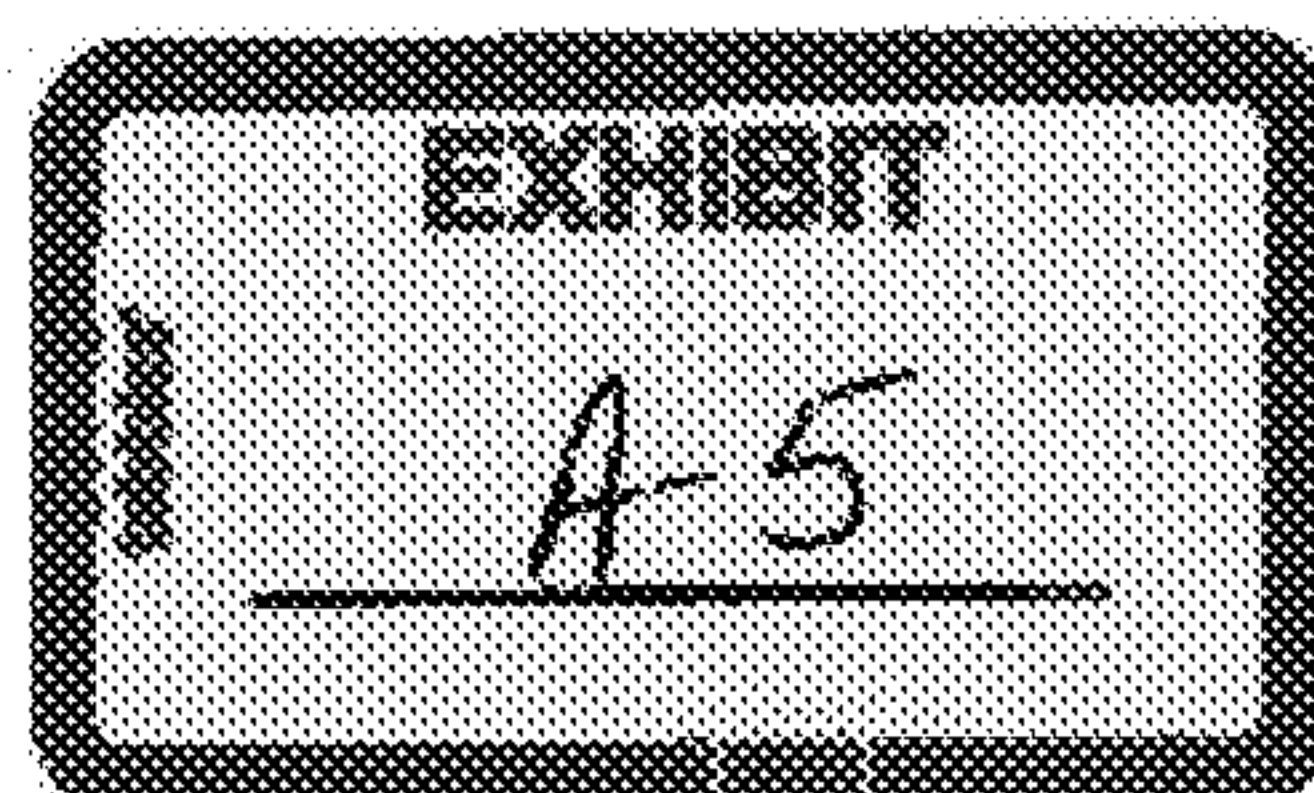
"Director" means a director on the Board.

"Lot" "Lots" shall mean any parcel or parcels or land within the real property governed by the Declaration of Covenants (the "Property") shown as a subdivided lot on the plat of Property, together with any and all improvements located thereon.

"Member" means a member of the Association.

"Owner" shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title to any Lot or portion of a Lot within the Property, including contract sellers but excluding those having interest merely as security for the performance of an obligation.

"Person" means an individual, corporation, business trust, estate, trust, custodian, trustee, executor, administrator, nominee, partnership, registered limited liability partnership, limited partnership, association, limited liability company, government, governmental subdivision, governmental agency, governmental instrumentality, and any other legal or commercial entity, in its own or representative capacity.



"President" means the individual holding the office of president of the Association.

"Proceeding" has the meaning given such term in Article 1396-2.22A of the Act.

"Property" means the real property described in Exhibit "A" attached hereto.

"Protective Covenants" means those certain Declaration of Restrictive Covenants and Conditions for Fall Creek Addition and Provisions for Fall Creek Addition Homeowners Association dated October 23, 2001, recorded in the Deed and Plat Records of Dallas County, Texas as the same may be amended from time to time.

"Required Interest" means a majority of the votes entitled to be cast at a meeting of the Members.

"Secretary" means the individual holding the office of secretary of the Association.

1.2 **Construction.** Whenever the context requires, (i) the gender of all words used in these Bylaws includes the masculine, feminine, and neuter, and (ii) all singular words include the plural, and all plural words include the singular.

ARTICLE 2 OFFICES

2.1 **Principal Office.** The Association's principal office shall be located at 17817 Davenport Road, Suite 210, Dallas, Texas, 75252. The Association may have such other offices, in Texas or elsewhere, as the Board may determine. The Board may change the location of any office of the Association.

2.2 **Registered Office and Registered Agent.** The Association shall maintain a registered office and registered agent in Texas. The registered office may, but need not, be identical with the Association's principal office. The Board may change the registered office and the registered agent as permitted in the Act.

ARTICLE 3 MEMBERS

3.1 **One Class of Members.** The Association shall have two (2) classes of Members. Class A Members shall be the Owners of a free or undivided interest in any Lot. Class B Members shall be the Declarant and any builders approved by Declarant for construction of houses and other improvements on the Property for the sale to other Persons. All Owners shall be a Member of the Association.

3.2 **Changes in Membership.** A Person who becomes the record owner of fee title to any real property constituting a portion of the Property and gives written notice to the Association of such Person's desire to become a Member shall be admitted as a Member of the Association effective upon the Association's receipt of such written notice. A Person shall cease

to be a Member at such time as that Person is no longer an Owner. Membership in the Association is not transferable or assignable.

3.3 Voting Rights. The Association shall have two classes of voting membership.

Class A. Class A Members shall be entitled to one vote for each Lot in which they hold an ownership interest. When more than one person holds such interest or interest 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 vote be cast with respect to any such Lot.

Class B. The Class B Members shall be entitled to three votes for each Lot in which they hold an ownership interest, provided that the Class B membership shall cease and become converted to Class A membership on the happening of the following events, whichever occurs earlier:

- (a) when the total votes outstanding in Class A membership equal the total votes outstanding in the Class B membership; or
- (b) January 1, 2012.

From and after the happening of these events, whichever occurs earlier, the Class B Member shall be deemed to be a Class A Member entitled to one vote for each Lot in which it holds the interest required for membership.

All voting rights of an Owner may be suspended by the Board of Directors during any period in which such Owner is delinquent in the payment of any assessment duly established pursuant to the Protective Covenants, or is otherwise in default thereunder or under the Bylaws or Rules and Regulations of the Association.

3.4 No Interest in Association Property. The Association owns all real and personal property acquired by the Association. A Member has no interest in specific property of the Association, and each Member waives the right to require partition of all or part of the Association's property.

ARTICLE 4 MEETINGS OF MEMBERS

4.1 Annual Meeting. An annual meeting of the Members shall be held at 5:00 p.m. on the 15th day of March each year or at such other time that the Board designates. If the day fixed for the annual meeting falls on a Saturday, Sunday, or legal holiday in Texas, the meeting shall be held on the next business day. At the annual meeting, the Members shall elect Directors and transact any other business that may come before the meeting. If, in any year, the election of Directors is not held on the day designated for the annual meeting, or at any adjournment of the annual meeting, the Board shall call a special meeting of the Members, as soon as possible, to elect Directors.

4.2 Special Meetings. Special meetings of the Members may be called by the President, the Board, or Members having at least twenty-five percent (25%) of the votes entitled to be cast at a meeting of the Members. Any other special meetings may be called by the President, Board, or Members as provided for in the Protective Covenants.

4.3 Place of Meeting. The Board may designate any place inside the State of Texas, as the place of meeting for any annual or special meeting of the Members. If the Board does not designate the place of a meeting of the Members, such meeting shall be held at the Association's principal office in Texas.

4.4 Notice of Meetings. No notice of annual meetings of the Members shall be required to be given, and no provision of these Bylaws shall be construed otherwise. With respect to special meetings of the Members other than as may be governed by the Protective Covenants, written or printed notice stating the place, day, and hour of the meeting and the purpose or purposes for which such special meeting is called shall be delivered not less than ten (10) nor more than sixty (60) days before the date of such special meeting, either personally, by facsimile transmission, or by mail, by or at the direction of the President, the Secretary, or the Persons calling such special meeting, to each Member entitled to vote at such special meeting. If mailed, such notice shall, be deemed to be delivered when deposited in the United States mail addressed to the Member at its address as it appears on the records of the Association, with postage thereon paid. If transmitted by facsimile, notice is deemed to be delivered on successful transmission of the facsimile. If all of the Members meet and consent to holding a special meeting, any may be taken at such meeting regardless of lack of proper notice.

4.5 Record Date. The record date for determining the Members entitled to notice of a meeting of the Members shall be fixed by the Board. If the Board fails to fix a record date for a meeting of the Members, the Members on the date of such meeting shall be entitled to vote at such meeting.

4.6 Voting Members' List. After fixing the record date for a meeting of the Members, the Board, the President, or the Secretary shall cause to be prepared an alphabetical list of all Members who are entitled to notice of the meeting. The list must show the address and number of votes each Member is entitled to cast at the meeting. Not later than two (2) business days after the date notice is given of a meeting for which a list was prepared in accordance with the foregoing, and continuing through the meeting, the list of Members must be made available for inspection by any Member entitled to vote at the meeting for the purpose of communication with other Members concerning the meeting at the Association's principal office or at a reasonable place identified in the meeting notice in the city where the meeting will be held. A Member or Member's agent or attorney is entitled on written demand to inspect and copy the list at a reasonable time and at the Member's expense during the period it is available for inspection. The Association shall make the list of Members available at the meeting, and any Member or Member's agent or attorney is entitled to inspect the list at any time during the meeting or any adjournment.

4.7. Quorum. Members holding a Required Interest who attend the meeting in person or by proxy shall constitute a quorum at a meeting of Members. The Members present at a duly called or held meeting at which a quorum is present may continue to transact business, even if

enough Members leave so that less than a quorum remains. However, no action may be approved without the vote of at least a Required Interest. If a quorum is not present at any time during a meeting, a majority of the Members who are present may adjourn and reconvene the meeting once without further notice.

4.8 Actions of Members. With respect to any matter voted upon at a meeting of the Members, the affirmative vote of a Required Interest shall constitute the act of the Members unless the Act requires the vote of a greater proportion of votes entitled to be cast at a meeting of the Members.

4.9 Proxies. A Member entitled to vote at a meeting of Members may vote by proxy. All proxies must be in writing, bear the signature of the Member giving the proxy, and must specify the date on which they are executed. No proxy is valid after 11 months from the date of its execution, unless the proxy specifically states a later date.

ARTICLE 5 BOARD OF DIRECTORS

5.1 Management of Association. The Board shall manage the affairs of the Association. Without limiting the generality of the foregoing, the Board shall fix the amount of the Annual Maintenance Fund Charge and shall authorize the expenditure of funds collected in connection therewith. In managing the affairs of the Association, the Board shall abide by the Protective Covenants.

5.2 Finality of Determination. Provided that the Board abides by the Protective Covenants and exercises its judgment in good faith, the judgment of the Board with respect to the Annual Maintenance Fund Charge (including, without limitation, fixing the amount thereof and authorizing the expenditure of amounts collected in connection therewith) shall be final.

5.3 Number, Qualifications, and Tenure of Directors. The number of Directors shall be three (3). Directors need not be Members. Each Director shall serve for a term of one (1) year, provided that a Director may be elected to succeed himself or herself any number of times.

5.4 Nominating Directors. At any meeting at which the election of Directors is held, a Member may nominate an individual.

5.5 Electing Directors. An individual who has been duly nominated may be elected as a Director. Directors shall be elected by the vote of a Required Interest of the Members and shall hold office until a successor is elected by the Members.

5.6 Vacancies. The Board shall fill any vacancy in the Board and any Director position to be filled due to an increase in the number of Directors. A vacancy shall be filled by the affirmative vote of a majority of the remaining Directors, even if it is less than a quorum of the Board, or if it is a sole remaining Director. A Director selected to fill a vacancy shall serve for the unexpired term of his or her predecessor in office.

5.7 Annual Meeting. The annual meeting of the Board may be held without notice. The annual Board meeting shall be held immediately after, and at the same place as, the annual meeting of the Members.

5.8 Special Meetings. Special meetings of the Board may be called by, or at the request of, the President or a majority of the Directors. Special meetings of the Board shall be held at the Association's registered office in Texas. The Secretary shall give notice of a special meeting of the Board to the Directors as these Bylaws require.

5.9 Notice. Written or printed notice of any special meeting of the Board shall be delivered to each Director not less than three (3), nor more than ten (10), days before the date of the meeting. The notice shall state the place, day, and time of the meeting, who called it, and the purpose or purposes for which it is called.

5.10 Quorum. A majority of the number of Directors then in office constitutes a quorum for transacting business at any meeting of the Board. The Directors present at a duly called or held meeting at which a quorum is present may continue to transact business even if enough Directors leave the meeting so that less than a quorum remains. However, no action may be approved without the vote of at least a majority of the number of Directors required for a quorum. If a quorum is never present at any time during a meeting, a majority of the Directors present may adjourn and reconvene the meeting once without further notice.

5.11 Actions of Board of Directors. The vote of a majority of Directors present and voting at a meeting of the Board at which a quorum is present shall constitute the act of the Board, unless the vote of a greater number is required by the Act. A Director who is present at a meeting and abstains from a vote is not considered to be present and voting for the purpose of determining the Board's decision. For the purpose of determining the decision of the Board, a Director who is represented by proxy in a vote is considered present.

5.12 Proxies. A Director may vote by proxy. All proxies must be in writing, must bear the signature of the Director giving the proxy, and must bear the date on which the proxy was executed by the Director. No proxy is valid after three (3) months from the date of its execution.

5.13 Compensation. Directors shall not receive salaries for their service as Directors. A Director may serve the Association in any other capacity and receive compensation for those services, provided that any such compensation shall be reasonable and commensurate with the services performed.

5.14 Removing Directors. The Members may remove a Director from the Board at any time, with or without cause, by the affirmative vote of a Required Interest. A special meeting to consider removing a Director may be called, and notice of such special meeting given, by following the procedures provided in these Bylaws for a special meeting of the Members. The notice of such special meeting shall state that the issue of possibly removing the Director will be on the agenda.

ARTICLE 6 OFFICERS

6.1 Officer Positions. The Association's officers shall consist of the President and the Secretary. The Board may create additional officer positions, define the authority and duties of each such position, and elect Persons to fill each such position. The same individual may hold any two or more offices, except for President and Secretary.

6.2 Election and Term of Office. The Association's officers shall be elected by the Board. Each officer shall hold office until a successor is duly elected by the Board.

6.3 President. The President is the Association's chief executive officer and shall supervise and control all of the Association's business and affairs. The President shall preside at all meetings of the Members and of the Board, execute any instruments that the Board authorizes to be executed, and perform such duties as are assigned by the Board.

6.4 Secretary. The Secretary shall take minutes of the meetings of the Members and the Board, maintain custody of the Association's records, and perform such duties as are assigned by the Board.

ARTICLE 7 TRANSACTIONS OF CORPORATION

7.1 Instruments. The Board may authorize any officer or agent of the Association to enter into and deliver any instrument in the name of, and on behalf of, the Association. This authority may be limited to a specific instrument, or it may extend to any number and type of possible instruments.

7.2 Deposits. All the Association's funds shall be deposited to the credit of the Association in banks, trust companies, or such other depositories that the Board selects.

ARTICLE 8 BOOKS AND RECORDS

8.1 Required Books and Records. The Association shall keep, at its registered or principal office, (i) correct and complete books and records of account, (ii) minutes of the proceedings of the Members and the Board, and (iii) a record of the names and addresses of the Members.

8.2 Annual Financial Statements. The Association shall, not later than one hundred twenty (120) days after the end of each fiscal year of the Association, furnish to each Member who requests a copy in writing, financial statements which shall include a balance sheet as at the end of such year and a statement of operations for the year then ended. Such financial statements may be, but shall not be required to be, audited.

8.3 Inspection. All Members shall have the right during regular business hours to inspect the books and records of the Association at the Association's principal office.

**ARTICLE 9
FISCAL YEAR**

The fiscal year of the Association shall begin on the first day of January and end on the last day in December in each year.

**ARTICLE 10
INDEMNIFICATION**

The Association may indemnify a Director, officer, Member, employee, or agent of the Association to the fullest extent permitted by law. However, the Association shall not indemnify any Person in any situation in which indemnification is prohibited by law.

**ARTICLE 11
NOTICES**

11.1 Notice by Mail or Facsimile. Any notice required or permitted by these Bylaws to be given to a Person may be given by mail or facsimile. If mailed, a notice is deemed delivered when deposited in the mail, with postage prepaid, addressed to the address of the Person as it appears in the records of the Association. If given by facsimile, a notice is deemed delivered upon successful transmission to the Person. A Person may change its address in the Association's records by giving written notice of such change to the President or Secretary.

11.2 Signed Waiver of Notice. Whenever any notice is required by law or these Bylaws, a written waiver signed by the Person entitled to receive such notice shall be considered equivalent to such notice. A waiver of notice is effective whether signed before or after the time stated in the notice being waived.

11.3 Waiving Notice by Attendance. A Person's attendance at a meeting constitutes waiver of notice of the meeting unless the Person attends for the express purpose of objecting to the transaction of any business because the meeting was not lawfully called or convened.

**ARTICLE 12
SPECIAL PROCEDURES CONCERNING MEETINGS**

12.1 Meeting by Telephone. The Members and the Board may hold a meeting by telephone conference call procedures. In all meetings held by telephone, matters must be arranged in such a manner that all Persons participating in the meeting can hear each other, and the notice of a meeting by telephone conference must state the fact that the meeting will be held by telephone. A Person's participating in a conference call meeting constitutes its presence at the meeting.

12.2 Action Without Meeting. Any action required by the Act to be taken at a meeting of the Members or the Board or any action that may be taken at a meeting of the Members or the Board may be taken without a meeting if a consent in writing, setting forth the action to be taken, is signed by a sufficient number of Members or Directors as would be necessary to take that action at a meeting at which all of the Members or Directors were present and voted.

12.3 Proxy Voting. A Person authorized to exercise a proxy may not exercise the proxy unless it is delivered to the officer presiding at the meeting before the business of the meeting begins. The Secretary or other Person taking the minutes of the meeting shall record in the minutes the name of the Person who executed the proxy and the name of the Person authorized to exercise the proxy. If a Person who has duly executed a proxy personally attends a meeting, the proxy shall not be effective for that meeting. A proxy filed with the Secretary or other designated officer remains in force until (i) an instrument revoking the proxy is delivered to the Secretary or other designated officer, (ii) the proxy authority expires under the proxy's terms, or (iii) the proxy authority expires under the terms of these Bylaws.

ARTICLE 13 AMENDING BYLAWS

These Bylaws may be altered, amended, or repealed, and new bylaws may be adopted, either by the Members or the Board. The notice of any meeting at which these Bylaws are altered, amended, or repealed, or at which new bylaws are adopted, shall include the text of the proposed bylaw provisions.

ARTICLE 14 MISCELLANEOUS PROVISIONS

14.1 Governing Law. These Bylaws shall be governed by and construed under the laws of the State of Texas.

14.2 Construction; Severability. To the greatest extent possible, these Bylaws shall be construed to conform to all legal requirements and all requirements for obtaining and maintaining all tax exemptions that may be available to non-profit corporations. If any provision of these Bylaws is held to be invalid, illegal, or unenforceable in any respect, such invalid, illegal, or unenforceable provision shall not affect any other provision of these Bylaws, and these Bylaws shall be construed as if they had not included such invalid, illegal, or unenforceable provision.

14.3 Headings. The headings used in these Bylaws are for convenience and may not be considered in construing these Bylaws.

THESE By-laws are adopted by the Board as of June 3, 2002.

**AMENDMENT TO BYLAWS
OF
FALL CREEK ADDITION HOMEOWNERS ASSOCIATION, INC.**

**STATE OF TEXAS §
 § KNOW ALL MEN BY THESE PRESENTS:
COUNTY OF DALLAS §**

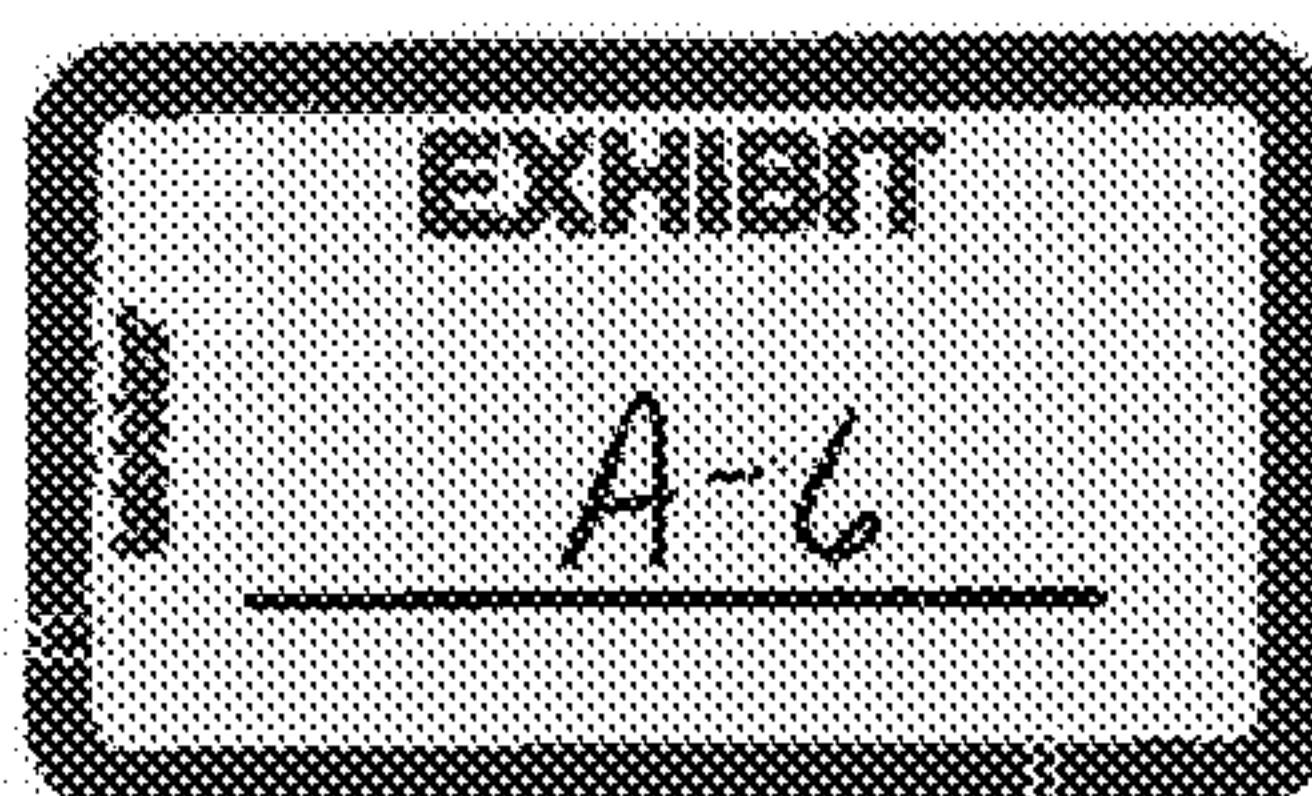
This AMENDMENT TO THE BYLAWS OF FALL CREEK ADDITION HOMEOWNERS ASSOCIATION, INC. ("Amendment") is made this 28th day of February, 2005, by THE BOARD OF DIRECTORS;

WITNESSETH:

WHEREAS, Article 13 of the Bylaws of FALL CREEK ADDITION HOMEOWNERS ASSOCIATION, INC. dated June 17, 2002 ("Bylaws") provides that the Bylaws may be altered, amended, or repealed, by the Members or the Board.

NOW, THEREFORE, the Bylaws are hereby amended as follows:

1. **Quorum.** Section 4.7 of the Bylaws is hereby amended to provide that 20% of the Member votes in the Association represented in person or by proxy shall constitute a quorum at all meetings of the Association. Should there fail to be a quorum at a duly called meeting, the President or other person acting as chairman in the President's stead may adjourn the meeting until a stated day and time not less than 10 nor more than 50 days from the first meeting. At such second meeting 10% of the Member votes in the Association represented in person or by proxy shall constitute a quorum. The Members present at a duly called or held meeting at which a quorum is present may continue to transact business, even if enough Members leave so that less than a quorum remains. However, no action may be approved without the vote of at least a quorum.
2. **Number, Qualifications, and Tenure of Directors.** Section 5.3 of the Bylaws is hereby amended to provide that, from and after the effective date of this Amendment the Board shall consist of five directors to be elected by the Members at a meeting. Three directors shall be elected for a term of two years and two directors shall be elected for a term of one year. The Board of Directors may direct whether those serving for three year terms are those receiving the greater number of votes or whether the election of three year directors and two year directors or conducted separately. As each director's term expires the Members will elect his successor to serve a term of two years. Directors may be elected to serve any number of consecutive terms. There shall be no cumulative voting.



IN WITNESS WHEREOF, the Board of Directors has caused this Amendment the Bylaws to be executed as of the date first above written.

BOARD OF DIRECTORS: FALL CREEK ADDITION HOMEOWNERS ASSOCIATION, INC.

By: Richard A. Dietlin
Name: Richard A. Dietlin
Title: President Fall Creek HOA

By: Troy V. Marsh
Name: Troy V. Marsh
Title: Vice President Fall Creek HOA

By: Christine Shane
Name: Christine Shane
Title: Treasurer Fall Creek HOA

STATE OF TEXAS

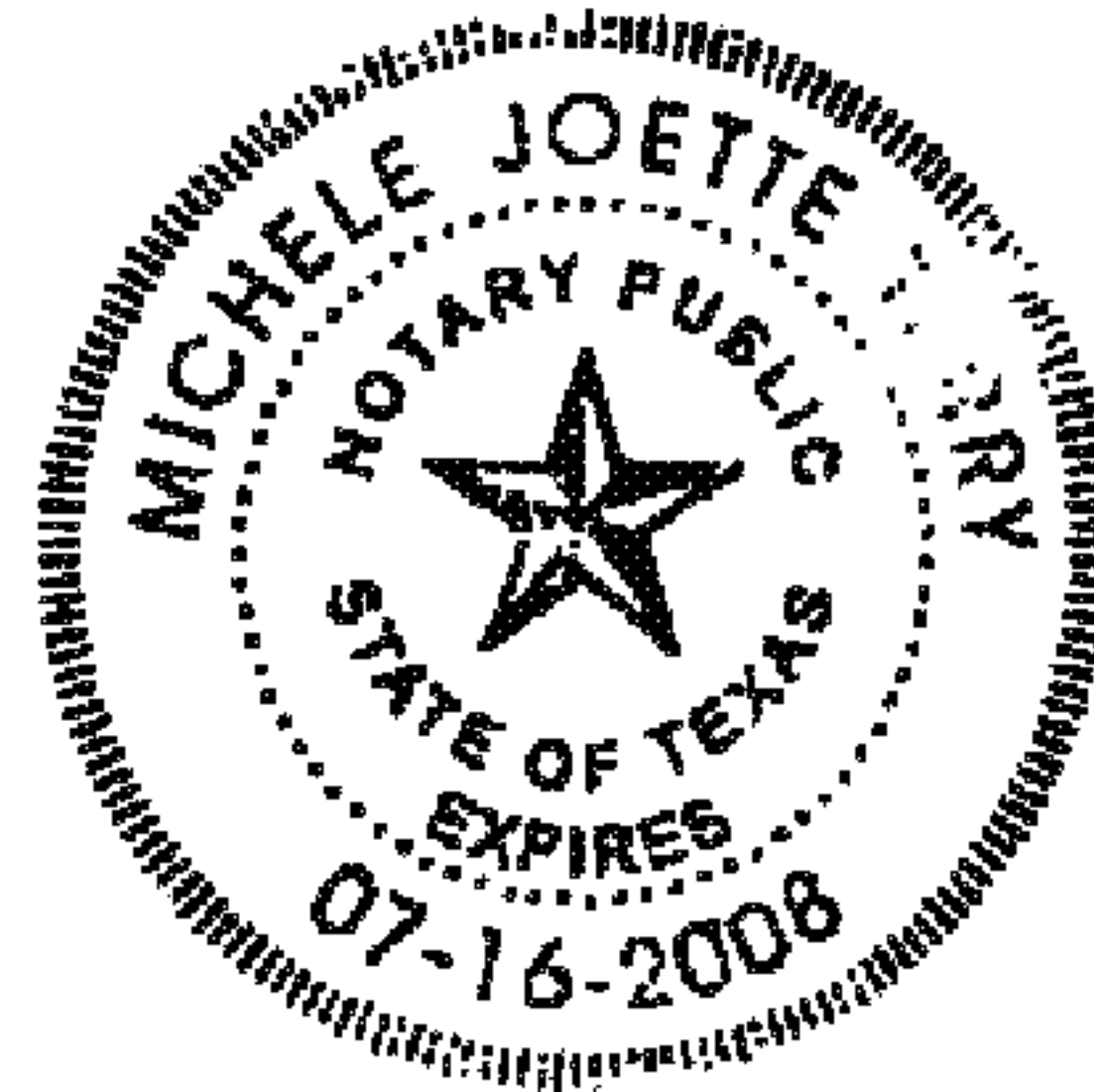
COUNTY OF Dallas

§
§
§

This instrument was acknowledged before me on this 7 day of March, 2005, by Richard Dietlin, Christine Shane, Troy Marsh acting in its capacity as The Board of Directors of FALL CREEK ADDITION HOMEOWNERS ASSOCIATION, INC.

Michele J. Perry
Notary Public in and for the State of Texas

AFTER RECORDING RETURN TO:
Fall Creek Addition Homeowners Association
Premier Communities
2711 N. Haskell, Suite 2650
Dallas, TX 75204



JUN 17 2002

Corporations Section

**ARTICLES OF INCORPORATION
OF
FALL CREEK ADDITION HOMEOWNERS ASSOCIATION, INC.**

Pursuant to Article 3.02 of the Texas Non-Profit Corporation Act, the undersigned natural person of the age of eighteen years or more, acting as Incorporator of a non-profit corporation under the Texas Non-Profit Corporation Act, hereby adopts the following Articles of Incorporation for the corporation.

**ARTICLE I
Name of Corporation**

The name of the corporation is Fall Creek Addition Homeowners Association, Inc.

**ARTICLE II
Non-Profit Corporation**

The corporation is a non-profit corporation.

**ARTICLE III
Duration**

The duration of the corporation is perpetual.

**ARTICLE IV
Purpose**

The corporation is the "Association" referred to in that certain Declaration of Covenants, Conditions and Restrictions for Fall Creek Addition and Provisions for Fall Creek Addition Homeowners Association dated October 23, 2001, recorded in the Real Property Records of Dallas County, Texas in the Deed and Plat Records of Dallas County, Texas (the "Declaration of Covenants"), and the corporation shall have the rights and duties of the "Association" under the Declaration of Covenants. In exercising these Articles of Incorporation, the undersigned incorporator of the corporation is acting on behalf of the "Declarant" (as defined in the Declaration of Covenants). The purposes for which the corporation is organized are (i) to ensure the best and highest use and most appropriate development of the property; (ii) to protect lot owners against improper use of surrounding lots; (iii) to preserve so far as practicable the natural beauty of the property; (iv) to encourage and secure the erection of attractive improvements on each lot with appropriate locations; (v) to secure and maintain proper setbacks from streets and adequate free space; (vi) and, in general, to provide for development of the highest quality to enhance the value of investment made by owners of Lots.



In furtherance thereof, the corporation may receive property by gift, devise or bequest, invest and reinvest the same and apply the income and principal thereof as the Board of Directors may from time to time determine, either directly or through contributions, to any charitable organization or organizations exclusively for charitable and educational purposes.

In furtherance of its exclusively charitable and educational corporate purposes, the corporation has all the general powers enumerated in Article 2.02 of the Texas Non-Profit Corporation Act as now in effect or as may hereafter be amended, together with the power to solicit grants and contributions for such purposes.

ARTICLE V **Membership Provisions**

The members of the corporation consist of every person or entity who is record Owner of a free or undivided interest in any Lot which is subject to the jurisdiction of and to assessment by the Association, provided however, that any person or entity holding an interest in any such Lot or Lots merely as security for the performance of an obligation, shall not be a member.

As used herein, "Lot" or "Lots" shall mean any parcel or parcels or land within the real property governed by the Declaration of Covenants (the "Property") shown as a subdivided lot on the subdivision plat of Property, together with any and all improvements located thereon.

As used herein, "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title to any Lot or portion of a Lot within the Property, including contract sellers but excluding those having interest merely as security for the performance of an obligation.

ARTICLE VI **Registered Office and Agent**

The address of the initial registered office of the corporation is c/o Haynes Development Company, 17817 Davenport Road, Suite 210, Dallas, Texas 75252 and the name of its initial registered agent at that address is Ronald N. Haynes, Jr.

ARTICLE VII **Initial Directors**

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

<u>Name</u>	<u>Address</u>
Ronald N. Haynes, Jr.	17817 Davenport Road, Suite 210 Dallas, Texas 75252
Joyce Haynes	17817 Davenport Road, Suite 210 Dallas, Texas 75252
Patricia Kay Bales	17817 Davenport Road, Suite 210 Dallas, Texas 75252

**ARTICLE VIII
Incorporator**


The name and address of the Incorporator is:

M. Matthew Fontane	2001 Ross Avenue Suite 3000 Dallas, Texas 75201
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**ARTICLE IX
Action by Written Consent**

Any action required by law to be taken at a meeting of the directors of the Corporation or any action that may be taken at a meeting of the directors or of any committee may be taken without a meeting if a consent in writing, setting forth the actions to be taken, is signed by a sufficient number of directors or committee members as would be necessary to take that action at a meeting at which all of the directors or members of the committee were present and voted, provided that all other requirements of law to make such written consent effective to take the action are met.

IN WITNESS WHEREOF, the incorporator above listed has executed these Articles of Incorporation on June 3, 2002.

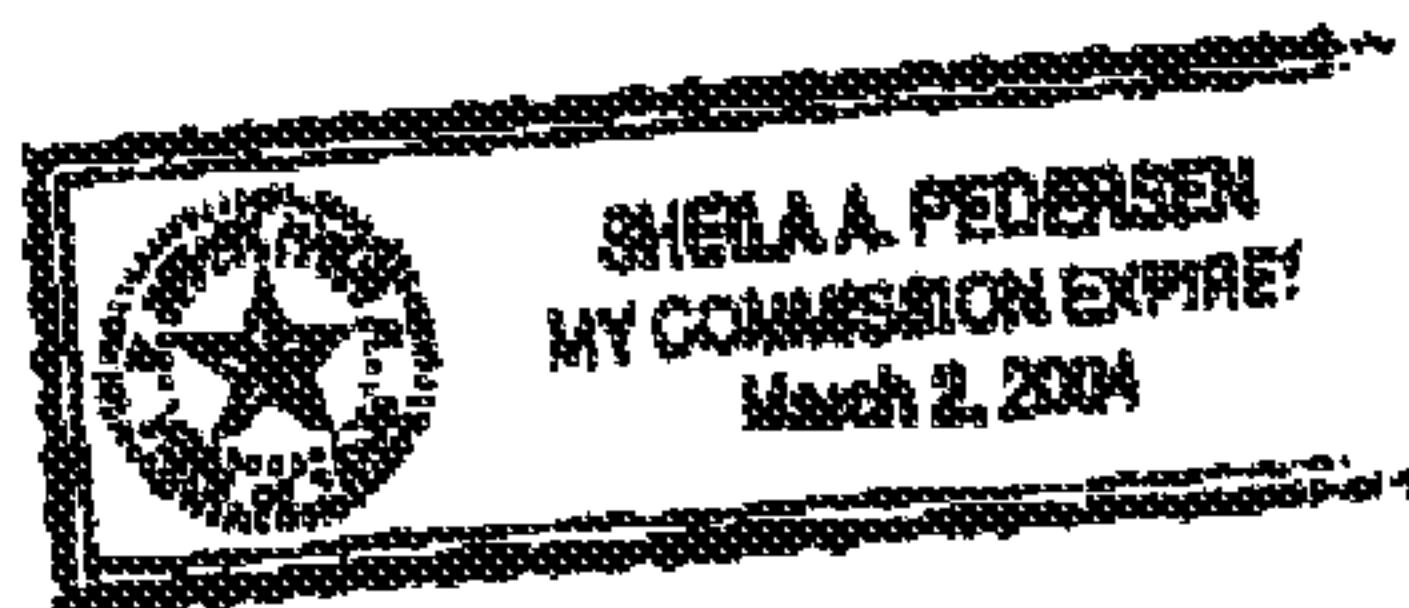


 M. Matthew Fontane

THE STATE OF TEXAS §
 §
COUNTY OF DALLAS §

I, the undersigned Notary Public, do hereby certify that on June 17, 2002, personally appeared M. Matthew Fontane, known to me to be the persons whose names are subscribed to the foregoing document and, being by me first duly sworn, severally declared that the statements contained therein are true and correct.

Given under my hand and seal of office on June 17, 2002.



Sheila A. Pedersen

Notary Public in and for the State of Texas

Filed and Recorded
Official Public Records
John F. Warren, County Clerk
Dallas County, TEXAS
01/05/2012 04:14:59 PM
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JFW

