

**BY-LAWS
OF
BRIARPARK VILLAGE OWNERS, INC.
(A TEXAS NON-PROFIT CORPORATION)
COLLIN COUNTY, TEXAS**

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BRIARPARK VILLAGE OWNERS, INC.
(A TEXAS NON-PROFIT CORPORATION)

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BY-LAWS
OF
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(A TEXAS NON-PROFIT CORPORATION)

ARTICLE I

NAME

1.1 **NAME.** The name of the organization shall be BRIARPARK VILLAGE OWNERS, INC., hereinafter called "Association".

ARTICLE II

PURPOSE AND OWNER OBLIGATION

2.1 **PURPOSE.** The purpose for which this non-profit Association as formed is to govern the Condominium Property situated in the County of Collin, State of Texas, which Property is described on the attached Exhibit "A", which by this reference is made a part hereof, and which Property has been submitted to a Regime according to the provisions of the Condominium Act of the State of Texas.

2.2 **OWNER OBLIGATION.** All present of future owners, tenants, future tenants or any other person who might use the facilities of the Project in any manner, are subject to the regulations set forth in these By-Laws. The mere acquisition or rental of any6 of the Condominium Units [hereinafter referred to as "Units"] of the Project or the mere act of occupancy of any of said Units will signify that these By-Laws are accepted, ratified and will be strictly followed.

ARTICLE III

DEFINITIONS AND TERMS

3.1 **MEMBERSHIP.** Any person on becoming an Owner of a Condominium Unit shall automatically become a Member of this Association and be subject to these By-Laws. Such membership shall terminate without any formal Association action whenever such person ceases to own a Condominium Unit. Such termination shall not relieve or release any such former Owner from any liability or obligation incurred under or in any way connected with BRIARPARK VILLAGE CONDOMINIUMS during the

period of such ownership and membership in this Association, or impair any rights or remedies which the Board of Directors of the Association or others may have against such former Owner and Member arising out of or in any way connected with such ownership and membership and the covenants and obligations incident thereto. No certificates of stock shall be issued by the Association, but the Board of Directors, if it so elects, any issue on [1] Membership Card per Unit to the Owner[s] of a Condominium Unit. Such Membership Card shall be surrendered to the Secretary whenever ownership of the Condominium Unit designated thereon is terminated.

3.2 VOTING. Unit ownership shall entitle the Owner[s] to cast one [1] vote per Unit in the affairs of the Association, which vote will be weighted to equal the proportionate share of ownership of the Unit Owner in the Common Elements. Voting shall not be split among more than one [1] Unit Owner. The present number of votes that can be cast by the Unit Owners is thirty-four [34]. The combined weighted votes calculated in accordance with Exhibit "C" to the Condominium Declaration for BRIARPARK VILLAGE CONDOMINIUMS shall equal one hundred percent [100%]. Should additional property be annexed in accordance with Paragraph 2.10 of the Declaration, the total number of votes shall be increased accordingly, and the weighted average adjusted to total one hundred percent [100%].

3.3 MAJORITY OF UNIT OWNERS. As used in these By-Laws, the term "majority of Unit Owners" shall mean those Owners with fifty-one percent [51%] of the votes entitled to be cast.

3.4 QUORUM. Except as otherwise provided in these By-Laws, the presence in person or by proxy of a "majority of Unit Owners" as defined in Paragraph 3.3 of the Article shall constitute a quorum.

3.5 PROXIES. Votes may be cast in person or by proxy. Proxies must be filed with the Secretary before the appointed time of each meeting.

ARTICLE IV

ADMINISTRATION

4.1 DECLARANT CONTROL. Notwithstanding any provision herein to the contrary, and in accordance with Paragraphs 4.2 and 4.3 of the Condominium Declaration for BRIARPARK VILLAGE CONDOMINIUMS, the Declarant, PUTE HOME CORPORATION, a Delaware corporation, shall retain control over management of the

affairs of the Association. This retention of control shall be for the benefit of the Unit Owners and any First Mortgagees of record and for the purpose of insuring both a complete and orderly build out and a timely sellout of the Project Units, including any annexations. This control shall last no longer than August 1, 1988, or within one hundred twenty [120] days from the sale of seventy-five percent [75%] of the Units, including subsequent annexations, or when in the sole opinion of the Declarant the Project is viable, self-supporting and operational, whichever occurs first.

4.2 ASSOCIATION RESPONSIBILITIES. The Owners of the Units will constitute the Association of Unit Owners, hereinafter referred to as "Association", who will have the responsibility of administering the Condominium Project through a Board of Directors.

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

4.4 ANNUAL MEETINGS. Annual meetings shall be held the _____ of _____ each year. The first annual meeting shall be called by Declarant within sixty [60] days after the end of the Declarant Control Period or earlier, at Declarant's option.

4.5 SPECIAL MEETINGS. It shall be the duty of the President to call a special meeting of the Owners as directed by resolution of the Board of Directors or upon a petition signed by at least one-tenth [1/10] of the Owners and presented to the Secretary. The notice of any special meeting shall state the time and place of such meeting and the purpose thereof. No business shall be transacted at a special meeting except as stated in the notice unless by consent of four-fifths [4/5] of the Owners present, either in person or by proxy.

4.6 NOTICE OF MEETINGS. The Secretary shall mail notices of annual and special meetings to each Member of the Association, directed to his last known post office address, as shown on the records of the Association, by uncertified mail, postage prepaid. Such notice shall be mailed not less than ten [10] days nor more than twenty [20] days before the date of such meeting and shall state the date, time and place of the meeting and the purpose or purposes thereof. In lieu of mailing notice as herein provided, such notice may be delivered by hand or left at his residence in his absence. If requested, any Mortgagee of record or its designee may be entitled to receive similar notice.

4.7 ADJOURNED MEETING. If any meeting of Owners cannot be organized because a quorum has not attended, the Owners who are present, either in person or by proxy, may adjourn the meeting from time to time until a quorum is attained.

4.8 ORDER OF BUSINESS. The order of business at all meetings of the Owners of Units shall be as follows:

- a. Roll call.
- b. Proof of notice of meeting or waiver of notice.
- c. Reading of minutes of preceding meeting.
- d. Reports of officers.
- e. Reports of committees.
- f. Election of Directors.
- g. Unfinished business.
- h. New business.

ARTICLE V

BOARD OF DIRECTORS

5.1 NUMBER AND QUALIFICATION. The affairs of this Association shall be governed by a Board of Directors composed initially of three [3] persons. The following persons shall act in such capacity and shall manage the affairs of the Association until their successors are elected, to-wit:

<u>NAME</u>	<u>ADDRESS</u>
Douglas G. Moss	1101 East Arapaho, Suite 275 Richardson, Texas 75081
Ronald G. Smith	1101 East Arapaho, Suite 275 Richardson, Texas 75081
Delores Ash	1101 East Arapaho, Suite 275 Richardson, Texas 75081

At the first [1st] annual meeting of the Members of the Association, or any annual meeting thereafter, or special meeting of the Association called for that purpose, the number of Directors may be increased to seven [7].

5.2 POWERS AND DUTIES. The Board of Directors shall have the powers and duties necessary for the administration of the affairs of the Association and for the operation and maintenance of a residential Condominium Project. The Board of Directors may do all such acts and things that are not by these By-Laws or by the Condominium Declaration for BRIARPARK VILLAGE CONDOMINIUMS directed to be exercised and done by the Owners.

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

- a. To administer and enforce the covenants, conditions, restrictions, uses, limitations, obligations and all other provisions set forth in the Condominium Declarations.
- b. To establish, make and enforce compliance with rules necessary for the orderly operation, use and occupancy of this Condominium Project. [A copy of such rules and regulation shall be delivered or mailed to each Member promptly upon the adoption thereof.]
- c. To keep in good order, condition and repair all of the General and Limited Common Elements and all items of personal property used in the enjoyment of the entire Premises.
- d. To insure and keep insured all of the insurable Common Elements of the Property in an amount equal to their maximum replacement value, as provided in the Declaration. Further to obtain and maintain comprehensive liability insurance covering the entire Premises in amounts not less than One Hundred Thousand Dollars [\$100,000.00] per person, Three Hundred Thousand Dollars[\$300,000.00] per accident and Fifty Thousand Dollars [\$50,000.00] property damages, plus a One Million Dollar [\$1,000,000,.00] umbrella policy. To insure and keep insured all the fixtures, equipment and personal property acquired by the Association for the benefit of the Association, the Owners of the Condominium Units and their First Mortgagees.
- e. To Fix, determine, levy and collect the monthly prorated assessments to be paid by each of the Owners; and by majority vote of the Board to adjust, decrease or increase the amount of the monthly assessments subject to provisions of the Declaration; to levy and collect special assessments in order to meet increased operating or maintenance expenses or costs, and additional capital expenses. All monthly or other assessments shall be in itemized statement form and shall set forth in detail the various expenses for which the assessments are being made.

- f. To collect delinquent assessments by suit or otherwise and to enjoin or seek damages from the Owner, as provided in the Declaration and these By-Laws.
- g. To protect and defend the entire Premises from loss and damage by suit or otherwise.
- h. To borrow funds in order to pay for any required expenditure or outlay; to execute all such instruments evidencing such indebtedness which shall be the several obligations of all of the Owners in the same proportion as their interest in the Common Elements.
- i. To enter into contracts within the scope of their duties and power.
- j. To establish a bank account for the common treasury for all separate funds which are required or may be deemed advisable by the Board of Directors.
- k. To keep and maintain full and accurate books and records showing all the receipts, expenses or disbursements and to permit examination thereof at any reasonable time by each of the Owners and any First Mortgagee of a Unit, the Veterans Administration or Federal Housing Administration, and to cause a complete audit of the books and accounts by a competent accountant, once each year. The Association shall cause to be prepared and delivered annually to each Owner an audited statement showing all receipts, expenses or disbursements since the last such statement. Such audited financial statements shall be available to any First Mortgagee of a Unit, on request, within ninety [90] days following the fiscal year end of the Project.
- l. To meet at least once each quarter.
- m. To designate the personnel necessary for the maintenance and operation of the General and Limited Common Elements.
- n. In general, to carry on the administration of this Association and to do all of those things, necessary and reasonable, in order to carry out the communal aspect of Condominium ownership.

5.4 ELECTION AND TERM OF OFFICE. At the first [1st] annual meeting of the Association the term of office of three [3] of the Directors shall be fixed for one [1] year, the term of office of two [2] of the Directors shall be fixed at two [2] years, and the term of the office of the remaining two [2] Directors shall be fixed at three [3] years. At the expiration of the initial term of office of each respective Director, his successor shall be elected to serve a term of three [3] years. The persons acting as Directors shall hold office until their successors have been elected and hold their first [1st] meeting.

5.5 VACANCIES. Vacancies on the Board of Directors caused by any reason other than the removal of a Director by a vote of the Association shall be filled by vote of the majority of the remaining Directors, even though they may constitute less than a quorum. Each Director so elected shall serve out the remaining term of his predecessor.

5.6 REMOVAL OF DIRECTORS. At any regular or special meeting duly called, any one [1] or more of the Directors may be removed with or without cause by a majority of the Owners, and a successor may then and there be elected to fill the vacancy thus created. Any Director whose removal has been proposed by the Owners shall be given an opportunity to be heard at the meeting.

5.7 ORGANIZATION MEETING. The first [1st] meeting of a newly elected Board of Directors shall be held within ten [10] days of election at such place as shall be fixed by the Directors at the meeting at which such Directors were elected, and no notice shall be necessary to the newly elected Directors in order legally to constitute such meeting, providing a majority of the whole Board shall be present.

5.8 REGULAR MEETINGS. Regular meetings of the Board of Directors may be held at such time and place as shall be determined, from time to time, by a majority of the Directors, but at least four [4] such meetings shall be held during each fiscal year. Notice of regular meetings of the Board of Directors shall be given to each Director, personally, by mail, telephone or telegraph, at least three [3] days prior to the day named for such meeting.

5.9 SPECIAL MEETINGS. Special meetings of the Board of Directors may be called by the President or Secretary, or upon the written request of at least two [2] Directors. The President or Secretary will give three [3] days personal notice to each Director by mail, telephone or telegraph, which notice shall state the time, place [as hereinabove provided] and purpose of the meeting.

5.10 WAIVER OF NOTICE. Before or at any meeting of the Board of Directors, any Director may in writing, waive notice of such meeting and such waiver shall be deemed equivalent to the giving of such notice. Attendance by a Director at any meeting of the Board shall be a waiver of notice by him of the time and place thereof. If all the Directors are present at any meeting of the Board, no notice shall be required and any business may be transacted at such meeting.

5.11 BOARD OF DIRECTOR'S QUORUM. At all meetings of the Board of Directors, a majority of Directors shall constitute a quorum for the transaction of business, and the acts of the majority of the Directors present at a meeting at which a quorum is present shall be the acts of the Board of Directors. If, at any meeting of the Board of Directors, there is less than a quorum present, the majority of those present may adjourn the meeting from time to time. At any such adjourned meeting, any business which might have been transacted at the meeting, as originally called, may be transacted without additional notice.

5.12 FIDELITY BONDS. The Board of Directors shall require that all officers and employees of the Association handling or responsible for Association funds shall furnish adequate fidelity bonds. The premium on such bonds shall be paid by the Association.

5.13 ADVISORY BOARD. Within sixty [60] days after Declarant has conveyed title to forty percent [40%] of the Units in the Project, the Board of Directors shall appoint an Advisory Board comprised of three [3] Unit Owners other than Declarant. The Members of the Advisory Board shall attend meetings of the Board of Directors, shall consult with the Board of Directors, and shall aid the Board in performing its functions and duties as the Board of Directors sees fit. Any vacancy, in an Advisory Board position, shall be filled by the Board of Directors. The Advisory Board shall cease to function upon the event of the first annual meeting of the Association, at which time the Unit Owners shall elect the Members of the Board of Directors.

ARTICLE VI

OFFICERS

6.1 DESIGNATION. The officers of the Association shall be a President, Vice President, Secretary and Treasurer, all of who shall be elected by the Board of Directors.

6.2 ELECTION OF OFFICERS. The officers of the Association shall be elected annually by the Board of Directors at the organization meeting of each new Board and shall hold office at the pleasure of the Board.

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

6.4 PRESIDENT. The President shall be the chief executive officer of the Association. He shall preside at all meetings of both the Association and the Board of Directors. He shall have all the general powers and duties in which are usually vested in the office of president of an association, including, but not limited to, the power to appoint committees from among the Owners to assist in the administration of the affairs of the Association. He shall co-sign all promissory notes with the Secretary and co-sign all checks with the Treasurer. The President, or his designated alternate, shall represent the Association at all meetings of BRIARPARK VILLAGE OWNERS, INC.

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

6.6 SECRETARY.

- a. The Secretary shall keep the minutes of all meetings of the Board of Directors and the minutes of all meetings of the Association. He shall have charge of such books and papers as the Board of Directors may direct and shall co-sign all instruments of conveyance; and he shall, in general, perform all the duties incident to the office of the Secretary.
- b. The Secretary shall compile and keep up to date at the principal office of the Association a complete list of Members and their last known addresses as shown on the records of the Association. Such list shall show opposite each Member's name, the number of Members living in the Unit, the parking space, and storage space assigned for use in connection with such Unit. Such list shall be open to inspection by Members and other persons lawfully entitled to inspect the same at reasonable times during regular business hours.

6.7 TREASURER. The Treasurer shall receive and deposit in appropriate bank accounts all money of the Association and shall disburse such as directed by resolution of the Board of Directors; provided, however, that a resolution of the Board of Directors shall not be necessary for disbursements made in the ordinary course of business conducted within the limits of a budget adopted by the Board of Directors, including the authority to: co-sign all checks; keep proper books of account; cause an annual statement of the Association's books to be made at the completion of each fiscal year; prepare an annual budget and a statement of income expenditures to be

presented to the Membership at its regular annual meeting, and deliver a copy of each to the Members; and perform all other duties assigned to him by the Board of Directors.

ARTICLE VII

MANAGEMENT CONTRACT

7.1 MANAGEMENT COMPANY. The Board of Directors shall enter into a management agreement with a management company at a rate of compensation agreed upon by the Board of Directors. In accordance with the Declaration and these By-Laws, the management company shall have, but shall not be limited to, the following functions, duties and responsibilities.

a. Fiscal Management.

[1] Prepare annual operating budget detailed to reflect expected operation for each month. This budget is established to show expected recurring receipts and operating disbursements. It is further used for comparison with actual monthly income and expenditures.

[2] Prepare five [5] year sinking fund reserve budget projection for capital expenditures on items recurring only periodically, i.e., painting, etc., for Common Elements.

[3] Prepare monthly operating and cash position statements and statements concerning sinking fund reserve accounts.

[4] Analyze and compare operating receipts and disbursements against the Board-approved budget. Where a significant variation is shown [10% above or below the budgeted amount], prepare explanations of variations from budgeted figures. Suggest corrective recommendations, if applicable.

[5] Collect maintenance fees and special assessments; deposit them in checking, savings or other income producing accounts on behalf of the Board and maintain comprehensive records thereof. Establish individual checking and sinking fund reserve accounts, as directed by the Board.

[6] Mail notices of delinquency to any Owner in arrears, and exert reasonable effort to collect delinquent accounts.

[7] Examine all expense invoices for accuracy and pay all bills in accordance with the terms of the property management agreement.

[8] Prepare year-end statement of operations for Owners.

b. Physical Management.

[1] Assume full responsibility for maintenance and control of Common Area improvements equipment. Maintain the Property in constant repair to reflect

Owner pride and to insure high property values in accordance with the provisions of the operating budget, as approved by the Board of Directors.

[2] Enter into contracts and supervise services for lawn care, refuse hauling, pump maintenance, etc., as approved operating budgets.

[3] Select, train and supervise competent personnel, as directed by the Board.

[4] Compile, assemble and analyze data; and prepare specifications and call for bids for major improvement projects. Analyze and compare bids, issue contracts and coordinate the work; maintain close and constant inspection to insure that work is performed according to specifications.

[5] Perform any other projects with diligence and economy in the Board's best interests.

c. Administrative Management.

[1] Inspect contractual services for satisfactory performance. Prepare any necessary compliance letters to Vendors.

[2] Obtain and analyze bids for insurance coverage specified in By-Laws, recommend modifications or additional coverage. Prepare claims when required and follow up on payment; act as Board's representative in negotiating settlement.

[3] Exercise close liaison and supervision over all personnel to insure proper operational maintenance and to promote good Management-Resident-Owner relationships.

[4] Act as liaison for the Association in any negotiations or disputes with local, federal or state taxing agencies or regulatory bodies.

[5] Exercise close supervision over hours and working conditions of employed personnel to insure compliance with Wage and Hour and Workman's Compensation Laws.

[6] Assist in resolving individual Owner's problems as they pertain to the Association, Common Elements and governing rules and regulations.

[7] Represent an absentee Owner when requested.

[8] Administer the Condominium Project in such a way as to promote a pleasant and harmonious relationship within the complex for all Owners, Residents and Tenants alike.

ARTICLE VIII

INDEMNIFICATION OF OFFICERS AND DIRECTORS

8.1 INDEMNIFICATION. The Association shall indemnify every Director or officer, his heirs, executors and administrators, against all loss, cost and expense, including counsel fees, reasonably incurred by him in connection with any action, suit or proceeding to which he may be made a party by reason of his being or having been a Director or officer of the Association, except in matters of gross negligence or willful misconduct. In the event of a settlement, indemnification shall be provided only in connection with such matters in which the Association is advised by counsel that the person to be indemnified has not been guilty of gross negligence or willful misconduct in the performance of his duty as such Director or officer in relation to the matter involved. The foregoing rights shall not be exclusive of other rights to which such Director or officer may be entitled. All liability, loss, damage, cost and expense incurred or suffered by the Association in connection with the foregoing indemnification provision shall be treated and handled by the Association as Common Expenses; provided, however, nothing contained in this Article VIII shall be deemed to obligate the Association to indemnify any Member or Owner of a Condominium Unit, who is or has been a Director or officer of the Association, with respect to any duties or obligations assumed or liabilities incurred by him under and by virtue of the condominium Declaration for BRIARPARK VILLAGE CONDOMINIUMS as a Member or Owner of a Condominium Unit covered thereby.

ARTICLE IX

OBLIGATIONS OF THE OWNERS

9.1 ASSESSMENTS. All Owners shall be obligated to pay the monthly assessments imposed by the Association to meet the Common Expenses as defined in the Declaration. The assessments shall be made pro rata according to the proportionate share of the Unit Owner in and to the Common Elements and shall be due monthly in advance. A Member shall be deemed to be in good standing and entitled to vote at any annual or special meeting of Members, within the meaning of these By-Laws, only if he is current in the assessments made or levied against him and the Condominium Unit owned by him.

9.2 GENERAL.

- a. Each Owner shall comply strictly with the provisions of the Condominium Declaration for BRIARPARK VILLAGE CONDOMINIUMS.
- b. Each Owner shall always endeavor to observe and promote the cooperative purposes for which the Project was built.

9.3 USE OF GENERAL COMMON ELEMENTS AND LIMITED COMMON ELEMENTS. Each Owner may use the General Common Elements and the Limited Common Elements in accordance with the purposes for which they were intended.

9.4 DESTRUCDTION OR OBSOLESCENCE. Each Owner shall, if necessary, execute a power of attorney in favor of the Association, irrevocably appointing the Association his Attorney In Fact to deal with the Owner's Condominium Unit upon its destruction, obsolescence or condemnation, as is provided in Paragraph 6.1 of the Condominium Declaration.

ARTICLE X

AMENDMENTS TO PLAN OF CONDOMINIUM OWNERSHIP

10.1 BY-LAWS.

- a. After relinquishment of Declarant control of the Association, as set forth in Article IV, these By-Laws may be amended by the Association at a duly constituted meeting for such purpose, and no amendment shall take effect unless approved by Owners representing at least sixty-six and two-thirds percent [66-2/3%] of the aggregate interest of the undivided Ownership of the Common Elements except for those amendments provided for in Article VIII of the Declaration, which shall require the approval of Owners and Mortgagees as provided therein. In no event shall the By-Laws be amended to conflict with the Declaration. In the event of a conflict between the two [2] documents, the Declaration shall control.
- b. Until relinquishment of Declarant control of the Association, these By-Laws may be unilaterally amended by the Declarant to correct any clerical or typographical error or omission, or to change any provision to meet the requirements of Federal Home Loan Mortgage Corporation, Federal National Mortgage Association, Veterans Administration or Federal Housing Administration.

ARTICLE XI

MORTGAGES

11.1 NOTICE TO ASSOCIATION. An Owner who mortgages his Unit shall notify the Association through the President of the Association giving the name and address of his Mortgagee. The Association shall maintain such information in a book entitled "Mortgagees of Condominium Units".

11.2 NOTICE OF UNPAID ASSESSMENTS. The Association shall, at the request of a Mortgagee of a Unit, report any unpaid assessments due from the Owner of such Unit.

ARTICLE XII

COMPLIANCE

12.1 LEGAL REQUIREMENTS. These By-Laws are set forth to comply with the requirements of the State of Texas Condominium Act. If any of these By-Laws conflict with the provisions of said statute, it is hereby agreed and accepted that the provisions of the statute will apply.

ARTICLE XIII

NON-PROFIT ASSOCIATION

13.1 NON PROFIT PURPOSE. This Association is not organized for profit. No Unit Owner, Member of the Board of Directors or person from whom the Association may receive any property or funds shall receive or shall be lawfully entitled to receive any pecuniary profit from the operation thereof, and in no event shall any part of the funds or assets of the Association be paid as a salary or as compensation to, or distributed to or inure to the benefit of any Member of the Board of Directors; provided, however, always [1] that reasonable compensation may be paid to any Member while acting as an agent or employee of the Association for services rendered in effecting one [1] or more of the purposes of the Association and [2] that any Member of the Board of Directors may, from time to time, be reimbursed for his actual and reasonable expenses incurred in connection with the administration of the affairs of the Association.

ARTICLE XIV

PRINCIPAL OFFICE

14.1 ADDRESS. The principal office of the Association shall be located at 1101 East Arapaho, Suite 275, Richardson, Texas 75081, but may be located at such other suitable and convenient place as shall be permitted by law and designated by the Directors.

ARTICLE XV

EXECUTION OF INSTRUMENTS

15.1 AUTHORIZED AGENTS. The persons who shall be authorized to execute any and all instruments of conveyance or encumbrances, including promissory notes, shall be the President with the co-signature of the Secretary of the Association.

ARTICLE XVI

CORPORATE SEAL

16.1 CORPORATE SEAL. The Directors shall provide a corporate seal which shall be circular in form and shall have inscribed thereon the name of the Association.

ARTICLE XVII

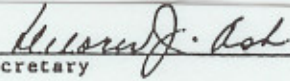
DEFINITIONS OF TERMS

17.1 DEFINITIONS OF TERMS. The terms used in these By-Laws, to the extent they are defined in said Declaration, shall have the same definition as set forth in the Declaration for BRIARPARK VILLAGE CONDOMINIUMS, as the same may be amended from time to time, recorded in the office of the County Clerk of Collin County, Texas.

CERTIFICATION

I HEREBY CERTIFY that the foregoing is a true, complete and correct copy of the By-Laws of BRIARPARK VILLAGE OWNERS, INC., a Texas non-profit corporation, as adopted by the initial Board of Directors at its organization meeting on the 16th day of November, A.D., 1983.

IN WITNESS WHEREOF, I hereunto set my hand and affix the Seal of the Corporation, this the 16th day of November, A.D., 1983.


Secretary

Delores J. Ash
Secretary



The State of Texas

SECRETARY OF STATE

The undersigned, as Secretary of State of the State of Texas, HEREBY CERTIFIES that the attached is a true and correct copy of the following described instruments on file in this office:

BRIARPARK VILLAGE OWNERS, INC.

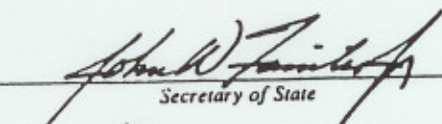
Articles of Incorporation

October 28, 1983



IN TESTIMONY WHEREOF, I have hereunto signed my name officially and caused to be impressed hereon the Seal of State at my office in the City of Austin, this

8th day of November, A. D. 19 83


Secretary of State
dem

001324-05-042-04



The State of Texas

Secretary of State

OCT. 29, 1983

DOUGLAS G. MOSS
1101 EAST ANAPAH RD., STE. 275
RICHARDSON, TX. 75041

RE: BRIARPARK VILLAGE OWNERS, INC.
CHARTER NUMBER 677521-1

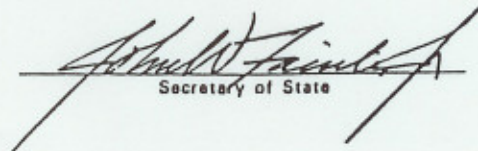
IT HAS BEEN OUR PLEASURE TO APPROVE AND PLACE IN RECORD THE ARTICLES OF INCORPORATION THAT CREATED YOUR CORPORATION. WE EXTEND OUR BEST WISHES FOR SUCCESS IN YOUR NEW VENTURE.

AS A CORPORATION, YOU ARE SUBJECT TO STATE TAX LAWS. SOME NON-PROFIT CORPORATIONS ARE EXEMPT FROM THE PAYMENT OF FRANCHISE TAXES AND MAY ALSO BE EXEMPT FROM THE PAYMENT OF SALES AND USE TAX ON THE PURCHASE OF TAXABLE ITEMS. IF YOU FEEL THAT UNDER THE LAW YOUR CORPORATION IS ENTITLED TO BE EXEMPT YOU MUST APPLY TO THE COMPTROLLER OF PUBLIC ACCOUNTS FOR THE EXEMPTION. THE SECRETARY OF STATE CANNOT MAKE SUCH DETERMINATION FOR YOUR CORPORATION.

IF WE CAN BE OF FURTHER SERVICE AT ANY TIME, PLEASE LET US KNOW.

VERY TRULY YOURS,




Secretary of State



The State of Texas
Secretary of State

CERTIFICATE OF INCORPORATION
OF

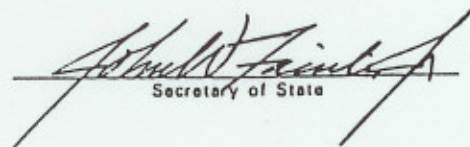
BRIARPAK VILLAGE OWNERS, INC.
CHARTER NUMBER 677621

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

ACCORDINGLY THE UNDERSIGNED, AS SUCH SECRETARY OF STATE, AND BY
VIRTUE OF THE AUTHORITY VESTED IN HIM BY LAW, HEREBY ISSUES THIS
CERTIFICATE OF INCORPORATION AND ATTACHES HERETO A COPY OF THE
ARTICLES OF INCORPORATION.

DATED OCT. 28, 1983




Secretary of State

Ronald G. Smith
Ronald G. Smith

Delores Ash
Delores Ash

THE STATE OF TEXAS §

COUNTY OF COLLIN §

I, the undersigned authority, a Notary Public in and for said County and State, do hereby certify that on this 23RD day of AUGUST, A.D., 1983, personally appeared before me Douglas G. Moss, Ronald G. Smith and Delores Ash, who each being by me first duly sworn, severally declared that they are the persons who signed the foregoing document as Incorporators, and that the statements therein contained are true.

IN WITNESS WHEREOF, I have hereunto set my hand and seal the date and year above written.

Peter A. Coe
Notary Public in and for
The State of Texas

My Commission Expires: 2-6-84

SUPPLEMENTAL DECLARATION
OF MERGER AND ANNEXATION

VOL 5 PAGE 17

FOR
BRIARPARK VILLAGE CONDOMINIUMS

PHASE VI
24158

THE STATE OF TEXAS §
COUNTY OF COLLIN §

KNOW ALL MEN BY THESE PRESENTS:

THIS DECLARATION is made on the date set forth below by PULTE HOME CORPORATION, a Texas corporation, hereinafter called "Declarant",

W I T N E S S E T H:

WHEREAS, Declarant is the Owner of certain property in the County of Collin, State of Texas, which is more particularly described on the attached Exhibit "A", and

WHEREAS, by a Condominium Declaration, hereinafter called "Declaration", executed on August 28, 1983, and recorded on October 26, 1983, in Volume 4, Page 311, of the Condominium Records of Collin County, Texas, the Declarant therein restricted BRIARPARK VILLAGE CONDOMINIUMS, PHASE I, consisting of thirty-four (34) Units, to Condominium ownership; and

WHEREAS, by a Supplemental Declaration of Merger and Annexation for BRIARPARK VILLAGE CONDOMINIUMS, PHASE II, executed on December 19, 1983, and recorded on December 28, 1983, in Volume 4, Page 391, and refiled December 28, 1983, in Volume 4, Page 405, of the Condominium Records of Collin County, Texas, the Declarant therein restricted an additional twelve (12) Units to Condominium ownership; and

WHEREAS, by a Supplemental Declaration of Merger and Annexation for BRIARPARK VILLAGE CONDOMINIUMS, PHASE III, executed on December 30, 1983, and recorded on December 30, 1983, in Volume 4, Page 421, of the Condominium Records of Collin County, Texas, the Declarant therein restricted an additional twenty-seven (27) Units to Condominium ownership; and

WHEREAS, by a Supplemental Declaration of Merger and Annexation for BRIARPARK VILLAGE CONDOMINIUMS, PHASE IV, executed on February 6, 1984, and recorded on February 13, 1984, in Volume 4, Page 517, of the Condominium Records of Collin County, Texas, the Declarant therein restricted an additional seventeen (17) Units to Condominium ownership; and

WHEREAS, by a Supplemental Declaration of Merger and Annexation for BRIARPARK VILLAGE CONDOMINIUMS, PHASE V, filed on March 15, 1984, and recorded in Volume 4, Page 619, of the Condominium Records of Collin County, Texas, the Declarant therein restricted an additional fifteen (15) Units to Condominium ownership; and

WHEREAS, the above referenced Declaration provides in Paragraph 2.10 that the Declarant may annex additional property to BRIARPARK VILLAGE CONDOMINIUMS, PHASE I, as defined therein; and

WHEREAS, the Declarant is desirous of annexing and merging the adjoining tract described herein as PHASE VI on which exist sixteen (16) Units; and

NOW THEREFORE, Declarant hereby declares that all of the Property described above as PHASE VI shall be held, sold and conveyed subject to the easements, restrictions, covenants and conditions set forth in the Declaration for BRIARPARK VILLAGE CONDOMINIUMS, PHASE I, all of which are for the purpose of enhancing and protecting the value, desirability and attractiveness of the real property described above. The said easements, restrictions, covenants and conditions shall run with the above described Property and shall be binding on all parties having or acquiring any right, title or interest in the said Property or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each Owner and lessee thereof.

The Property described in the Plat of BRIARPARK VILLAGE CONDOMINIUMS, as PHASE VI, which Plat is attached hereto as Exhibit "B", shall become a part of the regime, as defined in the Declaration, and the sixteen (16) Units shown on the Plat of PHASE VI, shall become Units, as defined in the Declaration, and from and after the filing hereof, BRIARPARK VILLAGE CONDOMINIUMS, PHASE VI shall be a part of the regime as if it had been originally described in the Declaration and the percentage or fraction of ownership interest in the Common Areas is hereby reallocated and established among the total of one hundred twenty-one (121) Units as set out in Exhibit "C", attached hereto.

This Amendment and Supplemental Declaration of Merger and Annexation may be amended by Declarant without joinder of any Unit Owner or Mortgagee in order to correct errors and discrepancies in said document or to comply with the requirements of the Veterans Administration, Federal Home Loan Mortgage Corporation, Federal National Mortgage Association or any other permanent lender approved by the Declarant, as allowed by law; provided, however, that no vested property rights of any Unit Owner shall be materially affected.

IN WITNESS WHEREOF, the undersigned, being the Declarant herein, has hereto set his hand and seal this 17th day of April, A.D., 1984.

PULTE HOME CORPORATION

By: Douglas G. Mass

ATTEST:

Diana Hayes
Secretary

THE STATE OF TEXAS §
COUNTY OF COLLIN §

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day personally appeared Douglas G. Mass, of Pulte Home Corporation, known to me to be the person and officer whose name is subscribed to the foregoing instrument and acknowledged to me that the same was the act of such corporation for the purposes and consideration therein expressed, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS THE 17th day of April, A.D., 1984.



Charles G. Randolph
Notary Public in and for The State of Texas
My Commission Expires: 6-9-87

I HEREBY CERTIFY that the foregoing is a true, complete and correct copy of the Amendment and Supplemental Declaration of Merger and Annexation for BRIARPARK VILLAGE CONDOMINIUMS, PHASE VI, as adopted by at least sixty-seven percent (67%) of the vote of the Association at a meeting of the Association on the 12th day of April, A.D., 1984.

BRIARPARK VILLAGE OWNERS, INC.

By: *Douglas J. Mass*
President

By: *Diana Hayes*
Secretary

PULTE

BRIARPARK VILLAGE
 PERCENTAGE OF OWNERSHIP
 PHASES I, II, III, IV, V, VI, VII, VIII, IX & X

Building A

Unit	Sq. Footage	%
1	706	0.4
2	800	0.5
3	1254	0.8
4	1254	0.8
5	1188	0.7
6	1221	0.8
7	924	0.5
8	924	0.5
9	800	0.5
10	706	0.4

Building B

Unit	Sq. Footage	%
1	706	0.4
2	800	0.5
3	1188	0.7
4	1254	0.8
5	990	0.6
6	990	0.6
7	1188	0.7
8	1221	0.8
9	800	0.5
10	706	0.4

Building C

Unit	Sq. Footage	%
1	706	0.4
2	800	0.5
3	1188	0.7
4	1254	0.8
5	1221	0.8
6	1221	0.8
7	800	0.5
8	706	0.4

Building I

Unit	Sq. Footage	%
1	1254	0.8
2	990	0.6
3	1188	0.7
4	1221	0.8
5	800	0.5
6	706	0.4

Building J

Unit	Sq. Footage	%
1	1065	0.7
2	855	0.4
3	929	0.6
4	1126	0.6

Building K

Unit	Sq. Footage	%
1	1065	0.7
2	929	0.6
3	855	0.4
4	1212	0.8

Building L

Unit	Sq. Footage	%
1	1212	0.8
2	929	0.6
3	855	0.4
4	1065	0.7

Building M

Unit	Sq. Footage	%
1	1065	0.7
2	855	0.4
3	929	0.6
4	1212	0.8

EXHIBIT "C"

BRIARPARK VILLAGE
 PERCENTAGE OF OWNERSHIP
 PAGE 2.

VOL 5 PAGE 341

Building N

Unit	Sq. Footage	%
1	1065	0.7
2	929	0.6
3	1212	0.8

Building E

Unit	Sq. Footage	%
1	706	0.4
2	800	0.5
3	1254	0.8
4	1188	0.7
5	1254	0.8
6	1221	0.8
7	1221	0.8
8	1188	0.7
9	800	0.5
10	706	0.4

Building G

Unit	Sq. Footage	%
1	706	0.4
2	800	0.5
3	1221	0.8
4	1188	0.7
5	1188	0.7
6	1221	0.8
7	1221	0.8
8	800	0.5
9	706	0.4

Building P

Unit	Sq. Footage	%
1	706	0.4
2	800	0.5
3	1221	0.8
4	990	0.6
5	990	0.6
6	1221	0.8
7	1254	0.8
8	1221	0.8
9	1221	0.8
10	1188	0.7
11	800	0.5
12	706	0.4

Building D

Unit	Sq. Footage	%
1	706	0.4
2	800	0.5
3	924	0.5
4	924	0.5
5	1254	0.8
6	1188	0.7
7	990	0.6
8	990	0.6
9	800	0.5
10	706	0.4

Building F

Unit	Sq. Footage	%
1	706	0.4
2	800	0.5
3	1188	0.7
4	1188	0.7
5	1221	0.8
6	1221	0.8
7	800	0.5
8	706	0.4

Building O

Unit	Sq. Footage	%
1	706	0.4
2	800	0.5
3	1254	0.8
4	1188	0.7
5	1254	0.8
6	1188	0.7
7	1254	0.8
8	1188	0.7
9	1254	0.8
10	800	0.5
11	706	0.4

Building Q

Unit	Sq. Footage	%
1	1212	0.8
2	929	0.6
3	929	0.6
4	1212	0.8

Building R

Unit	Sq. Footage	%
1	1212	0.8
2	929	0.6
3	855	0.4
4	1065	0.7

Building S

Unit	Sq. Footage	%
1	1212	0.8
2	929	0.6
3	855	0.4
4	1126	0.8

Building T

Unit	Sq. Footage	%
1	1065	0.7
2	855	0.6
3	929	0.6
4	1212	0.8

Building U

Unit	Sq. Footage	%
1	706	0.4
2	800	0.5
3	1188	0.7
4	1254	0.8
5	990	0.6
6	990	0.6
7	1221	0.8
8	1103	0.7
9	1221	0.8
10	800	0.5
11	706	0.5

Building V

Unit	Sq. Footage	%
1	706	0.4
2	800	0.5
3	1221	0.8
4	1254	0.8
5	1188	0.7
6	990	0.6
7	990	0.6
8	1254	0.8
9	1221	0.8
10	800	0.5
11	706	0.4

Building W

Unit	Sq. Footage	%
1	1212	0.8
2	855	0.4
3	929	0.6
4	855	0.4
5	929	0.6
6	1212	0.8

Building H

Unit	Sq. Footage	%
1	1110	0.7
2	1089	0.6
3	1089	0.6
4	1110	0.7
		100%

Total Square Footage - 162,560

FILED FOR RECORD 18th DAY OF July A.D. 19 84 at 10:27 A.
 DULY RECORDED 19th DAY OF July A.D. 19 84
 BY: Minnie Sprague HELEN STARNES, County Clerk
 DEPUTY. Collin County, Texas