

Mary Louise Garcia Mary Louise Garcia

SECOND SUPPLEMENTAL NOTICE OF FILING
OF DEDICATORY INSTRUMENTS
FOR
LAKESHORE VILLAGE TOWNHOMES
[Bylaws and Leasing and Occupancy Rules]

STATE OF TEXAS §
 § KNOW ALL MEN BY THESE PRESENTS:
COUNTIES OF TARRANT §
AND DALLAS §

THIS SECOND SUPPLEMENTAL NOTICE OF FILING OF DEDICATORY INSTRUMENTS FOR LAKESHORE VILLAGE TOWNHOMES (this "Second Supplement") is made this 12 day of March, 2018, by the Lakeshore Village Homeowners Assoc., Inc. (the "Association").

WITNESSETH:

WHEREAS, Destination Lifestyles at Lakeshore Village L.L.C. ("Declarant") recorded an instrument entitled "Declaration of Covenants, Conditions & Restrictions for Lakeshore Village Townhomes" on or about February 24, 2005, as Instrument No. D205052749 of the Real Property Records of Tarrant County, Texas, and at Volume 2005038, Page 05737 *et seq.* of the Real Property Records of Dallas County, Texas, as amended and supplemented (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 planned development is located; and

WHEREAS, on or about July 11, 2016, the Association recorded a Notice of Filing of Dedicatory Instruments for Lakeshore Village under Document No. D216152588 of the Deed Records, Tarrant County, Texas (the "Notice"); and

WHEREAS, on or about September 21, 2016, the Association recorded a First Supplemental Notice of Filing of Dedicatory Instruments for Lakeshore Village under Document No. D216221117 of the Deed Records, Tarrant County, Texas and under Document No. 201600264590 of the Deed Records, Dallas County, Texas (the "First Supplement"); and

WHEREAS, the Association desires to again supplement the Notice to include the dedicatory instruments attached hereto as **Exhibit "A"**.

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 Tarrant County, Texas, and 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 Second Supplement to be executed by its duly authorized agent as of the date first above written.

LAKESHORE VILLAGE HOMEOWNERS ASSOC.,
INC., a Texas non-profit corporation

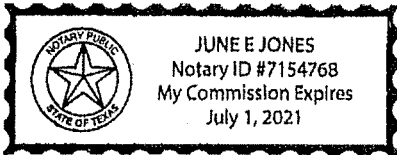
By: [Signature]
Name: Linda Razzano
Title: Manager

ACKNOWLEDGMENT

STATE OF TEXAS §
 §
COUNTY OF TARRANT §

BEFORE ME, the undersigned authority, on this day personally appeared LINDA RAZZANO, MANAGER of Lakeshore Village homeowners Assoc., 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 13th day of MARCH, ~~2016~~ 2018.



[Signature]
Notary Public, State of Texas
My Commission Expires _____

EXHIBIT A

A-1 Bylaws of Lakeshore Village Homeowners' Association, Inc.

A-2 Leasing and Occupancy Rules

**BYLAWS
OF
LAKESHORE VILLAGE HOMEOWNERS' ASSOCIATION, INC.**

**ARTICLE I
NAME AND LOCATION**

The name of the corporation is LAKESHORE VILLAGE HOMEOWNERS' ASSOCIATION, INC. (the "Corporation"). The Registered Office of the Corporation shall be located at 321 Exchange Dr., Arlington, in Tarrant County, Texas, 76011 but meetings of Members and directors may be held at such places within the State of Texas as may be designated by the Board of Directors. The Registered Agent shall be Doug Huffman.

**ARTICLE II
DEFINITIONS**

The following words, when used in these Bylaws, unless a different meaning or intent clearly appears from the context, shall have the following meanings:

Section 1. "Articles" shall mean and refer to the Articles of Incorporation of the Corporation.

Section 2. "Common Areas" shall mean all land in the Property other than the Lots intended for Townhomes, and includes Common Area Lots, as that term is defined in the Declaration. Notwithstanding the foregoing, any streets or offstreet parking areas located within the Lots shall be Common Areas for purposes of this definition.

Section 3. "Property" shall mean and refer to the land and premises situated in Dallas and Tarrant Counties, Texas, more particularly described on Exhibit "A" to the Declaration for Lakeshore Village Townhomes.

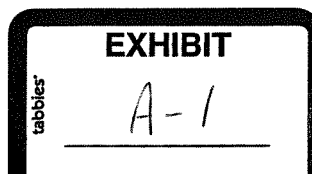
Section 4. "Corporation" shall mean and refer to Lakeshore Village Homeowners' Association, Inc., a Texas nonprofit corporation.

Section 5. "Declarant" means Destination Lifestyles at Lakeshore Village L.L.C., a Texas limited liability company.

Section 6. "Declaration" shall mean that certain Declaration of Covenants, Conditions and Restrictions applicable to the Property and recorded or to be recorded in the deed records of Dallas and Tarrant Counties, Texas, as the same may be amended from time to time.

Section 7. "Member" shall mean and refer to each Owner as provided herein in Article III.

Section 8. "Owner" means a person, other than Declarant, who by means of a voluntary transfer acquired a legal or equitable interest in a Lot other than a leasehold interest or as security for an obligation.



Section 9. "Lot" means a portion of the Property designated for separate ownership or occupancy, the boundaries of which are described in the Plat, as such term is defined in the Declaration.

ARTICLE III
MEMBERSHIP

Section 1. Every person or entity who is now or hereafter becomes an Owner shall automatically be a Member of the Corporation.

Section 2. The Corporation shall have one class of voting membership. Members shall be entitled to one vote for each Lot in which they hold the interest required for membership. When more than one person holds such interest or interests in any Lot, all such persons shall be Members, and the vote for such Lot shall be exercised as they, among themselves, determine, but in no event shall more than one vote be cast with respect to any one Lot.

Every person or entity who is now or hereafter becomes an Owner shall automatically be a Member of the Corporation, and membership shall be appurtenant to and may not be separated from ownership of any Lot which is subject to assessment by the Corporation.

Section 3. The rights of membership are subject to the payment of regular, special and individual assessments levied by the Corporation, the obligation of which assessments is imposed against the Owner of and becomes a lien upon each Lot against which such assessments are made as provided by Article 8 of the Declaration which is hereby incorporated herein and made a part hereof for all purposes.

Section 4. The membership rights of any person whose interest in a Lot is subject to the assessments referred to hereinabove in Article III, Section 3, whether or not he or she is personally obligated to pay such assessments, may be suspended by action of the Board of Directors during the period when such assessments remain unpaid; but, upon payment of such assessment, his rights and privileges shall be automatically restored. If, at any time, the Board of Directors shall have adopted and published rules and regulations governing the use of the Common Areas and facilities, and the personal conduct of Members, their families, and their guests thereon, as provided in Article V, Section 3, they may, in their discretion, for violation of such rules and regulations by a Member or by his family or guests, suspend the rights of such Member and/or the person committing the violation, such suspension to continue for a period not to exceed sixty (60) days.

ARTICLE IV
PROPERTY RIGHTS AND RIGHTS
OF ENJOYMENT OF THE COMMON AREAS

Section 1. Each Member and any family members residing on the Property with said Member shall be entitled to the use and enjoyment of the Common Areas and facilities in accordance with and subject to the terms and conditions set forth in the Declaration.

ARTICLE V
DIRECTORS

Section 1. The number of directors of the Corporation shall be no less than three (3) and no more than five (5). The directors shall be elected at the annual meeting of the Members, except as provided in Section 2 of this Article. Each director elected shall hold office until his resignation or removal or until his successor is elected and qualified. Other than the initial directors, directors need not be residents of the State of Texas, but must be Members of the Corporation.

Section 2. Any vacancy occurring in the Board of Directors may be filled by the affirmative vote of a majority of the remaining directors though less than a quorum of the Board of Directors. A director elected to fill a vacancy shall be elected for the unexpired term of his predecessor in office. Any directorship to be filled by reason of an increase in the number of directors shall be filled at an annual meeting of the Members or at a special meeting of the Members entitled to vote for that purpose. Any director may be removed from the Board of Directors, with or without cause, by a majority vote of the Members at an annual meeting of the Members or at a special meeting of the Members entitled to vote for that purpose.

Section 3. The business and affairs of the Corporation shall be managed by its Board of Directors which may exercise all such powers of the Corporation and do all such lawful acts and things which are not directed or required by statute or by the Articles or by these Bylaws or by the Declaration to be exercised and done by the Members. The power and authority of the Board of Directors shall include, but shall not be limited to, and shall not be required to, the power and authority:

(a) to establish, levy and assess, and collect the assessments referred to in Article III, Section 3 hereof;

(b) to adopt and publish or cause to be published rules and regulations governing the use of the Common Areas and facilities and the personal conduct of the Members, their families, and their guests thereon;

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

(d) to employ managers, independent contractors, or such other employees of the Corporation as it may deem necessary and to prescribe their duties;

(e) to suspend the voting rights and right to use of the Common Areas, to the extent legally permitted, of a Member during any period in which such Member shall be in default in the payment of any assessment levied by the Corporation. Such rights may also be suspended after notice and hearing, for a period not to exceed sixty (60) days for infraction of published rules and regulations; and

(f) to exercise for the Corporation all powers, duties, and authority vested in or delegated to this Corporation and not reserved to the membership by other provisions of these Bylaws, the Articles of Incorporation, or the Declaration.

Section 4. It shall be the duty of the Board of Directors, unless otherwise stated in the Declaration:

(a) to cause to be kept a complete record of all its acts and corporate affairs and to present a statement thereof to the Members at the annual meeting of the Members or at any special meeting when such statement is requested in writing by one-fourth (1/4) of the entire voting membership;

(b) to supervise all officers, agents, and employees of this Corporation, and to see that their duties are properly performed;

(c) as more fully provided herein and in the Declaration:

(1) to fix the amount of the annual regular assessment against each Lot at least thirty (30) days in advance of each annual assessment period;

(2) to cause written notice of each assessment to be sent to every Owner subject thereto at least thirty (30) days in advance of such assessment's collection date;

(3) to collect the assessments assessed against each Lot; and

(d) to procure and maintain insurance coverage in conformity with the following, to-wit: a comprehensive policy of public liability insurance or blanket all risk and general liability insurance covering the Common Areas, commercial spaces located on the Property and such other interests as set forth more fully in Article 10 of the Declaration, insuring the Corporation with such limits as may be considered acceptable to first lien holder (not less than \$500,000 covering all claims for personal injury and/or property damage arising out of a single occurrence) as set forth more fully in Article 10 of the Declaration; and

(e) to perform or cause to be performed the duties of the Architectural Control Committee in accordance with and subject to the terms and conditions set forth in the Declaration.

ARTICLE VI MEETINGS OF THE BOARD OF DIRECTORS

Section 1. Meetings of the Board of Directors, regular or special, shall be held within Tarrant County, Texas.

Section 2. The first meeting of each newly elected Board of Directors shall be held at such time and place as shall be fixed by the vote of the Members at the annual meeting of the Members and no notice of such Meeting shall be necessary to the newly elected directors in

order to legally constitute the Meeting. In the event of the failure of the Members to fix the time and place of such first meeting of the newly elected Board of Directors, or in the event that such meeting is not held at the time and place so fixed by the Members, the meeting may be held at such time and place as shall be specified in a notice given as hereinafter provided for special meetings of the Board of Directors or as shall be specified in a written waiver signed by all of the directors.

Section 3. Regular meetings of the Board of Directors shall be held semi-annually, or more frequently if called by the President or by a majority of Board of Directors without notice, at such place and time as may be fixed from time to time by resolution of the Board of Directors. Should the meeting fall upon a legal holiday, then that meeting shall be held at the same time on the next day which is not a legal holiday.

Section 4. Special meetings of the Board of Directors shall be held when called by the President or by any two directors. Written notice of special meetings of the Board of Directors shall be given to each director at least three (3) days before the date of the Meeting. The business to be transacted at any special meeting of the Board of Directors shall be specified in the notice or waiver of notice of such meeting.

Section 5. A majority of the directors shall constitute a quorum for the transaction of business and the act of the majority of the directors present at a meeting at which a quorum is present shall be the act of the Board of Directors, unless a greater number is required by the Articles. If a quorum shall not be present at any meeting of the Board of Directors, the directors present thereat may adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum shall be present.

Section 6. Any action required or permitted to be taken at a meeting of the Board of Directors or a committee established by the Board of Directors may be taken without a meeting if a consent in writing, setting forth the action taken, is signed by all of the members of the Board of Directors or the committee, as the case may be, and such consent shall have the same force and effect as a unanimous vote at a meeting.

ARTICLE VII NOMINATION AND ELECTION OF DIRECTORS

Section 1. Nomination for election of the Board of Directors shall be made by a Nominating Committee. Nominations may also be made from the floor at the annual meeting. The Nominating Committee shall consist of a chairman and two or more Members of the Corporation. The Nominating Committee shall be appointed by the Board of Directors prior to each annual meeting until the close of the next annual meeting and such appointment shall be announced at each annual meeting. The Nominating Committee shall make as many nominations for election to the Board of Directors as it shall in its discretion determine, but not less than the number of vacancies that are to be filled.

Section 2. Election to the Board of Directors shall be by secret written ballot. At such election, the Members or their proxies may cast, in respect to each vacancy, as many votes as

they are entitled to exercise under the provisions of the Declaration. The persons receiving the largest number of votes shall be elected. Cumulative voting is not permitted.

ARTICLE VIII COMMITTEES

Section 1. The Board of Directors, by resolution adopted by a majority of the whole Board, may, in its discretion, (i) appoint a Nominating Committee, as provided in these Bylaws, and (ii) designate representatives to perform the duties and exercise the authority of the Architectural Control Committee, as provided in the Declaration. In addition, the Board of Directors may appoint other committees, whose members need not be directors, as deemed appropriate in carrying out its purposes.

Section 2. Vacancies in the membership of any committee appointed by the Board of Directors shall be filled by the Board of Directors at a regular or special meeting of the Board of Directors. Each committee shall keep regular minutes of its proceedings and report the same to the Board when required. The designation of an executive committee, if any, and the delegation thereto of authority shall not operate to relieve the Board of Directors, or any member thereof, of any responsibility imposed upon it or him by law.

Section 3. Members of committees shall hold office until their successors are chosen and qualify. Any officer or agent or member of any committee elected or appointed by the Board of Directors may be removed by a majority vote of the Board of Directors, with or without notice, whenever, in its judgment, the best interest of the Corporation will be served thereby, but such removal shall be without prejudice to the contract rights, if any, of the person so removed.

ARTICLE IX COMPENSATION OF DIRECTORS

The directors of the Corporation and committee members shall serve without compensation. However, any director may be reimbursed for actual expenses incurred in the performance of his duties.

ARTICLE X NOTICES

Section 1. Notices to directors and Members and holders of first mortgage liens shall be in writing and delivered personally or mailed to the directors, Members, and holders of first mortgage liens at their addresses appearing on the books of the Corporation. Notice by mail shall be deemed to be given at the time when deposited in the United States mail, addressed to the Member or director at his address as it appears on the books of the Corporation, with postage thereon prepaid. Notice to directors may also be given by telegram and shall be deemed to be given when given to the telegraph company.

Section 2. Whenever any notice is required to be given to any Member, director, or holder of a first mortgage lien under the provisions of any statute or of the Articles or of these Bylaws, a waiver thereof, in writing, signed by the person or persons entitled to such notice, whether before or after the time stated therein, shall be equivalent to the giving of such notice.

Section 3. Attendance of any Member, director, or holder of a first mortgage lien at a meeting shall constitute a waiver of notice of such meeting, except where a director attends a meeting for the purpose of objecting to the transaction of any business on the ground that the meeting is not lawfully called or convened.

ARTICLE XI OFFICERS

Section 1. The officers of the Corporation shall consist of a President (who shall at all times be a member of the Board of Directors), a Secretary, and a Treasurer, each of whom shall be elected by the Board of Directors. Any two or more offices may be held by the same person, except the offices of President and Secretary and President and Treasurer shall not be held by the same person.

Section 2. The Board of Directors, at the first meeting and after each annual meeting of Members, shall elect the officers of the Corporation.

Section 3. Such other officers and assistant officers and agents as may be deemed necessary may be elected or appointed by the Board of Directors.

Section 4. All officers of the Corporation shall serve without compensation.

Section 5. Each officer of the Corporation shall hold office for one (1) year unless he shall sooner resign or shall be removed or otherwise disqualified to serve. Any officer elected or appointed by the Board of Directors may be removed by the Board of Directors without notice whenever, in its judgment, the best interests of the Corporation will be served thereby. Any vacancy occurring in any office of the Corporation by death, resignation, removal, or otherwise shall be filled by the Board of Directors.

Section 6. The Board of Directors may appoint such other officers and agents as it shall deem necessary who shall be appointed for such terms and shall exercise such powers and perform such duties as shall be determined from time to time by the Board

THE PRESIDENT

Section 7. The President shall be the chief executive officer of the Corporation, shall preside at all meetings of the Members and the Board of Directors, shall have general and active management of the business of the Corporation and shall carry out such other duties as may be assigned by the Board and shall see that all orders and resolutions of the Board of Directors are carried into effect.

Section 8. He shall execute all contracts, leases, bonds, mortgages, deeds, and other written instruments and shall co-sign all checks and promissory notes, except where required by law to be otherwise signed and executed or such checks that recur monthly and have been previously approved by the Board.

THE VICE PRESIDENTS

Section 9. The Vice Presidents, in the order of their seniority, unless otherwise determined by the Board of Directors, shall, in the absence or disability of the President, perform the duties and exercise the powers of the President. They shall perform such other duties and have such other powers as the Board of Directors shall prescribe.

THE SECRETARY

Section 10. The Secretary shall attend all meetings of the Board of Directors and all meetings of the Members and record all the votes and proceedings of the meeting of the Members of the Corporation and of the Board of Directors in a book to be kept for that purpose and shall perform like duties for the standing committees when required. He shall give, or cause to be given, notice of all meetings of the Members and special meetings of the Board of Directors and shall perform such other duties as may be prescribed by the Board of Directors or President, under whose supervision he shall be. He shall keep in safe custody the seal of the Corporation and, when authorized by the Board of Directors, affix the same to any instrument requiring it, and when so affixed, it shall be attested by his signature or by the signature of the Treasurer. He shall keep the appropriate current records showing the ownership of Lots and Members of the Corporation.

THE TREASURER

Section 11. The Treasurer shall have the custody of the corporate funds and securities and shall keep full and accurate accounts of receipts and disbursements in books belonging to the Corporation and shall receive and deposit all moneys and other valuable effects in the name and to the credit of the Corporation in such depositories as may be designated by the Board of Directors.

Section 12. He shall disburse the funds of the Corporation as may be authorized by the Board of Directors, taking proper vouchers for such disbursements, and shall render to the President and the Board of Directors, at its regular meetings or when the Board of Directors so requires, an account of all of his transactions as Treasurer and of the financial condition of the Corporation.

Section 13. He shall co-sign all checks and promissory notes of the Corporation and shall prepare an annual budget and a statement of income and expenditures to be presented to the membership at its regular annual meeting and deliver a copy of each to the Members. He shall cause an annual audit of the Corporation's books to be made by a public accountant at the completion of each fiscal year.

Section 14. If required by the Board of Directors, he shall, at the expense of the Corporation, give the Corporation a bond in such sum and with such surety or sureties as shall be satisfactory to the Board of Directors for the faithful performance of the duties of his office and for the restoration to the corporation, in case of his death, resignation, retirement, or removal from office, of all books, papers, vouchers, money, and other property of whatever kind in his possession or under his control belonging to the Corporation.

ARTICLE XII
MEETINGS OF MEMBERS

Section 1. Meetings of the Members for the election of directors shall be held at the offices of the Corporation in the County of Tarrant, State of Texas, or at such other location within the County of Tarrant, State of Texas, as shall be stated in the notice of the meeting or in a duly executed waiver of notice thereof. Meetings of Members for any purpose may be held at such place within Tarrant County, Texas, and at such time as shall be stated in the notice of the meeting or in a duly executed waiver of notice thereof

Section 2. Annual meetings of Members, commencing with the year 2005, shall be held on the first Thursday of May if not a legal holiday, and if a legal holiday, then on the next calendar day following at 7:30 p.m., at which they shall elect, by a plurality vote which shall be by secret written ballot, a Board of Directors and transact such other business as may properly be brought before the meeting.

Section 3. Special meetings of the Members may be called by the President or a majority of the Board of Directors or upon written request of Members entitled to cast one-fourth (1/4) of all of the votes of the entire membership.

Section 4. Written or printed notice stating the place, day, and hour of the meeting and, in the case of a special meeting, the purpose or purposes for which the meeting is called, shall be delivered not less than seven (7) nor more than fifty (50) days before the day of the meeting, either personally or by mail, by or at the direction of the President, the Secretary, or the officer or person calling the meeting, to each Member entitled to vote at such meeting.

Section 5. Business transacted at any special meeting shall be confined to the purposes stated in the notice thereof

Section 6. The presence at any meeting of Members entitled to cast one-third (1/3) of the votes of each class of membership, represented in person or by proxy, shall constitute a quorum at meetings of Members except as otherwise provided in the Declaration, the Articles, or these Bylaws. If, however, a quorum shall not be present or represented at any meeting of the Members, the Members present, in person or represented by proxy, shall have power to adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum shall be present or represented. At such adjourned meeting at which a quorum shall be present or represented, any business may be transacted which might have been transacted at the meeting as originally notified.

Section 7. Other than for the election of directors, the vote of Members entitled to cast a majority of the votes thus represented at a meeting at which a quorum is present shall be the act of the Members meeting, unless the vote of a greater number is required by law, the Declaration, the Articles, or these Bylaws.

Section 8. Each Member may cast as many votes as he is entitled to exercise under the terms and provisions of the Articles on each matter submitted to a vote at a meeting of Members, except to the extent that the voting rights of any Member have been suspended in accordance with these Bylaws or the Declaration. At each election for Directors, every Member

entitled to vote at such election shall have the right to cast as many votes as he is entitled to exercise under the terms and provisions of the Articles, in person or by proxy, for as many persons as there are directors to be elected and for whose election he has a right to vote, and Members of the Corporation are expressly prohibited from cumulating their votes in any election for directors of the Corporation.

Section 9. A Member may vote, in person or by proxy, executed in writing by the Member or by his duly authorized attorney-in-fact. No proxy shall be valid after eleven (11) months from the date of its execution unless otherwise provided in the proxy. Each proxy shall be revocable unless expressly provided therein to be irrevocable, and in no event shall it remain irrevocable for a period of more than eleven (11) months from the date of its execution.

Section 10. The officer or agent having charge of the corporate books shall make, at least ten (10) days before each meeting of the Members, a complete list of the Members entitled to vote at such meeting or any adjournment thereof, arranged in alphabetical order with the address of each, which list, for a period of ten (10) days prior to such meeting, shall be kept on file at the principal office of the Corporation and shall be subject to inspection by any Member at any time during the usual business hours. Such list shall also be produced and kept open at the time and place of the meeting and shall be subject to the inspection of any Member during the whole time of the meeting.

Section 11. The Board of Directors may fix, in advance, a date not exceeding fifty (50) days preceding the date of any meeting of Members, as a record date for the determination of the Members entitled to notice of and to vote at any such meeting and any adjournment thereof, and in such case, such Members, and only such Members as shall be Members of record on the date so fixed, shall be entitled to such notice of and to vote at such meeting and any adjournment thereof, notwithstanding any change of membership on the books of the Corporation after any such record date fixed as aforesaid.

Section 12. Any action required by the statutes to be taken at a meeting of the Members or any action which may be taken at a meeting of the Members may be taken without a meeting if a consent, in writing, setting forth the action so taken shall be signed by all of the Members required to vote affirmatively with respect to the subject matter thereof, and such consent shall have the same force and effect as the required affirmative vote of Members.

Section 13. Any conflict between one or more provisions of these Bylaws and one or more provisions of the Articles shall be resolved in favor of the provision(s) set forth in the Articles. Any conflict between one or more provisions of these Bylaws and one or more provisions of the Declaration shall be resolved in favor of the provision(s) set forth in the Declaration.

ARTICLE XIII
GENERAL PROVISIONS
REPORT TO SHAREHOLDERS

Section 1. The Board of Directors must, when requested by Members entitled to cast at least one-third (1/3) of all of the votes of the entire membership, present written reports of the business and condition of the Corporation.

FISCAL YEAR

Section 2. The fiscal year of the Corporation shall be fixed by resolution of the Board of Directors.

SEAL

Section 3. The corporate seal shall have inscribed thereon the name of the Corporation, the year of its organization, and the words "Corporate Seal, State of Texas". The seal may be used by causing it or a facsimile thereof to be impress or affixed or in any other manner reproduced.

ARTICLE XIV
ASSESSMENTS

The rights of membership in the Corporation are subject to the payment of regular, special and individual assessments levied by the Corporation, the obligation of which assessments is imposed against the Owner of and becomes a lien upon each Lot against which such assessments are made, as provided in Article 8 of the Declaration, which is incorporated herein by reference and made a part hereof for all purposes.

ARTICLE XV
BOOKS AND RECORDS

The books, records, and papers of the Corporation shall, at all times, during reasonable business hours, be subject to inspection by all Members or holders of first mortgage liens. The Declaration, the Articles, and the Bylaws of the Corporation shall be available for inspection by any Member or holder at the principal office of the Corporation, where copies may be purchased at reasonable cost.

ARTICLE XVI
INDEMNIFICATION

Section 1. The Corporation shall have the power to indemnify any director or officer or former director or officer of the Corporation for expenses and costs (including attorneys' fees) actually and necessarily incurred by him in connection with any claim asserted against him, by action in court or otherwise, by reason of his being or having been such director or officer, except in relation to matters as to which he shall have been guilty of negligence or misconduct in respect of the matters in which indemnity is sought.

Section 2. If the Corporation has not fully indemnified him, the court in the proceeding in which any claim against such director or officer has been asserted or any court having the requisite jurisdiction of any action instituted by such director or officer on his claim

for indemnity, may assess indemnity against the Corporation, its receiver, or trustee, for the amount paid by such director or officer in satisfaction of any judgment or in compromise of any such claim (exclusive in either case of any amount paid to the Corporation), and any expenses and costs (including attorneys' fees) actually and necessarily incurred by him in connection therewith to the extent that the court shall deem reasonable and equitable, provided, nevertheless, that indemnity may be assessed under this Section only if the court finds that the person indemnified was not guilty of negligence or misconduct in respect of the matter in which indemnity is sought.

ARTICLE XVII
AMENDMENTS

These Bylaws may be altered, amended, or repealed by a two-third (2/3) of members at any regular meeting of the Members or at any special meeting of the Members if notice of such proposed action be contained in the notice of such special meeting. Further, no amendment of the Bylaws shall be made to authorize a meeting of the Members of the Corporation outside of Tarrant County, Texas, without first obtaining written consent from 100% of the Members and any first lien holders.

IN WITNESS WHEREOF, we, being all of the directors of Lakeshore Village Homeowners' Association, Inc., have hereunto set our hands this ____ day of January 2005.

Doug Huffman

John Kraft

Tony Nichols

LAKESHORE VILLAGE HOMEOWNERS ASSOC., INC.

LEASING AND OCCUPANCY RULES

WHEREAS, pursuant to Article 6, Section 6.1 of the Declaration of Covenants, Conditions & Restrictions for Lakeshore Village Townhomes (the "Declaration"), the Lakeshore Village Homeowners Assoc., Inc. (the "Association"), acting through its Board, is granted the right to adopt, amend, repeal, and enforce reasonable rules, and penalties for infractions thereof, governing occupancy leasing and use of the Property, among other things; and

WHEREAS, Article 6, Section 6.1 of the Declaration further specifically grants the Board the right to establish rules, and penalties for infractions thereof, governing, among other things, the occupancy and leasing of Townhomes.

NOW, THEREFORE, pursuant to the authority in Article 6, Section 6.1 of the Declaration, the Board hereby adopts the following Leasing and Occupancy Rules governing the leasing and occupancy of Townhomes on Lots (the "Rules").

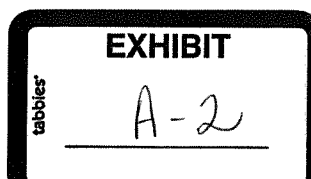
Leasing and Occupancy Rules

The leasing of Townhomes on Lots shall be governed by the following provisions:

(1) Definition. "Leasing," as used in this Section, is defined as regular, exclusive occupancy of the Townhome on a Lot by any person other than the Owner for which the Owner, or any designee of the Owner, receives any consideration or benefit, including, but not limited to, a fee, service, gratuity or emolument. For purposes of this Section, if a lot is owned by a trust and the beneficiary of the trust is living in the Townhome, that lot shall be considered Owner-occupied rather than leased. "Leasing" shall not include a lease back in connection with the sale of a Lot, where the seller of the Lot transfers title to the Lot and then leases the Lot back from the purchaser.

(2) General. Townhomes may be leased only in their entirety. All leases shall be in writing and provide that the terms of the lease are subject to the provisions of the Declaration, Bylaws and Rules and Regulations of the Association. No short term rentals or transient tenants may be accommodated on a Lot. For purposes of this Section, "short term rentals" shall mean lease/rental periods of less than thirty-one (31) days, including leasing a Townhome on a nightly basis. Owners may not list their Townhomes as for lease on short-term rental websites such as www.airbnb.com, www.vrbo.com, www.homeaway.com or other vacation or short-term rental website.

All leases must be for an initial term of twelve (12) months unless otherwise approved by the Board in writing, and must satisfy the standards and criteria set out in the below paragraphs. Thereafter, leases may be renewed on an annual basis, provided the Owner must notify the Board of his intent to renew the lease on the Townhome and obtain the Board's written notice that the Owner may lease a Lot pursuant to this Paragraph. The Owner must make available to the lessee copies of the Declaration, Bylaws and the Rules and Regulations of the Association, and the



lease must contain a statement initialed by the tenant that the tenant has received a copy of the Declaration, Bylaws and the Rules and Regulations of the Association. The Owner must provide a copy of the lease to the Association but may redact sensitive personal information. "Sensitive personal information" is defined as a social security number, driver's license number, government issued identification number, bank account/credit card/debit card number.

(3) Leasing and Occupancy Restrictions. In order to preserve the quality of life of other residents and high standards of maintenance and care of the Common Areas, and to promote the Townhome and/or leasing of Townhomes by responsible individuals, a Townhome may be leased in accordance with the following provisions:

(a) Notice of Intent to Lease. Whenever the Owner of a Lot has received a bona fide offer to lease his or her Townhome and desires to accept such offer, the Owner shall give the Board written notice of his or her desire to accept such offer, and provide, at the Owner's sole cost and expense, a copy of the Tenant Registration Form which is available from the Association's management company. Owners will be responsible for submitting a security deposit to the Association (the "Security Deposit") in an amount established by the Board from time to time, which will be used to cover the costs of any fines or property damage charges levied against the Owner or his/her Lot during the time period the Lot is subject to a valid lease agreement. If the terms of the lease do not satisfy the standards and criteria in these Rules, the Board will notify the Owner that the lease fails to meet the requirements. The Owner shall not lease to or allow anyone to reside in the Townhome if the lease does not meet the standards and criteria of these Rules.

(b) Occupancy. Each Townhome may be occupied by only one family consisting of any number of persons related by blood, adoption or marriage or no more than two unrelated persons living together as a single housekeeping unit, together with any household servants or caregivers to one or more occupants.

(4) Leasing Limitations. From the date of the adoption of these Rules, no more than twenty percent (20%) of the total Townhomes located in Lakeshore Village may be leased at any point in time. The goal is to preserve Lakeshore Village as one of predominantly owner-occupied Townhomes. An Owner seeking to lease his or her Townhome must notify the Board in writing of his or her desire to lease the Townhome. If the twenty percent (20%) cap has not been reached, then the Board will notify the Owner that he/she may enter the lease. If the lease would exceed the twenty percent (20%) cap, or if twenty percent (20%) of the total Townhomes are already under lease, then the Board will notify the Owner that he/she may not enter the lease at this time. The right to lease is granted on a first come, first serve basis. Upon the expiration of a lease term, the Owner of the Townhome must again notify the Board of his or her desire to renew the lease on the Townhome in order to given an equal opportunity to all Owners to lease their Townhomes.

In addition, once fifteen percent (15%) or more of the total Townhomes are subject to a valid lease, owners of multiple Lots will no longer be entitled to lease additional Townhomes. If the fifteen percent (15%) cap has been reached and an owner of multiple Lots notifies the Board in writing of his or her desire to lease the Townhome on the Lot, the Board will notify the Owner

that he/she may not enter the lease at this time. The goal is to give as many Owners as possible the opportunity to lease their Townhomes.

(5) Review and Notice from Board of Right to Lease or Denial of Lease. Applications shall be accepted and reviewed by the Board on a first-come, first-served basis. Applications from Owners who own only a single Lot in Lakeshore Village may be given first consideration over Owners who own multiple Lots in Lakeshore Village as noted in Section (4) above. The Board will maintain an up-to-date written record of Townhomes subject to a current lease in order to document the owner-occupancy ration. The Board will also maintain a list of Owners with pending applications.

If the terms of the lease do not meet the standards and criteria described in these Rules, then the Board may notify the Owner that the lease fails to meet the requirements of these Rules. Owner shall not lease to or allow anyone to reside in the Townhome if the lease does not meet the standards and criteria set out in these Rules.

(6) Hardship. Notwithstanding any provision to the contrary, the Board shall be empowered to allow leasing of one or more Townhomes prior to the twelve (12) month leasing ban or in excess of the leasing cap above upon written application by an Owner to avoid undue hardship. Those Owners who have demonstrated that the inability to lease their Lot would result in undue hardship and have obtained the requisite approval of the Board may lease their Lot for such duration as the Board reasonably determines is necessary to prevent undue hardship.

(7) Contents of Lease. Each Owner acknowledges and agrees that any lease of his or her Lot shall be deemed to contain the following language and that if such language is not expressly contained in the lease, then such language shall be incorporated into the lease by existence of this paragraph. In addition, the terms and requirements contained herein automatically become a part of any lease and/or an addendum to the lease. These provisions shall also be attached to any lease as an addendum and, again, are a part of the lease regardless of whether or not physically attached to the lease. Any lessee, by occupancy of a Townhome, agrees to the applicability of this section and incorporation of the following language into the lease:

The lessee shall comply with all provisions of the Declaration, Bylaws and Rules and Regulations of the Association and shall control the conduct of all other occupants and guests of the leased Lot in order to ensure their compliance. Any violation of the Declaration, Bylaws or Rules and Regulations by the lessee, any occupant or any person living with the lessee, is deemed to be a default under the terms of the lease and authorizes the Owner to terminate the lease without liability and to evict the lessee in accordance with Texas law. The Owner hereby delegates and assigns to the Association, acting through the Board, the power and authority of enforcement against the lessee for breaches resulting from the violation of the Declaration, Bylaws and the Rules and Regulations of the Association, including the power and authority to evict the lessee as attorney-in-fact on behalf and for the benefit of the Owner.

The Owner transfers and assigns to the lessee, for the term of the lease, any and

all rights and privileges that the Owner has to use the common area including, but not limited to, the use of all recreational facilities and other amenities.

(8) Exempt Owners. The leasing limitations contained in Sections (2) and (4) shall not apply to the Association or to any institutional lender, insurer or guarantor of a mortgage who takes title to any Lot pursuant to the remedies set forth in its mortgage or security instrument, provided, however, that it shall apply to any leases by any purchaser from such mortgagee and any successor to such purchaser

(9) Grandfathering. With respect to Townhomes which are subject to a valid written lease as of the effective date hereof, the above restrictions do not apply. Notwithstanding this exemption for Townhomes already subject to a valid written lease on the effective date hereof, upon the sale or conveyance of title to the Lot, the new Owner must comply with the above rules. Owners should advise any purchaser or prospective purchaser of the existence of these Rules.

(10) Noncompliance. Subject to the exclusions provided in Sections (8) and (9), from the date of the adoption of these Rules, any lease of a Lot or Townhome entered into without complete and full compliance with the terms herein shall be deemed void and of no force and effect and shall confer not title or interest in a Townhome to the purported lessee or purchaser. The Association shall have the power and authority to enforce these Rules in any legal manner available, as the Board deems appropriate, including, without limitation, taking action to evict the occupants of any Lot which does not comply with the requirements and restrictions hereof. In addition, any other Owner of a Lot in Lakeshore Village may enforce these Rules in a court of law should the Association not take such action; however, such owner shall do so at his or her own expense and shall not be entitled to recover any attorney's fees or costs associated with the enforcement action from the Association. EACH OWNER HEREBY APPOINTS THE ASSOCIATION AS ITS ATTORNEY-IN-FACT FOR THE PURPOSE OF TAKING LEGAL ACTION TO DISPOSSESS, EVICT OR OTHERWISE REMOVE THE OCCUPANTS OF HIS OR HER LOT AS NECESSARY TO ENFORCE COMPLIANCE WITH THIS PARAGRAPH.

In the event the Association proceeds to evict the lessee, any costs, including attorney's fees and court costs associated with the eviction, shall be assessed as an assessment against the lot and the Owner, such being deemed an expense which benefits the leased lot and the Owner thereof. For violations of the above provisions, the Board may impose a reasonable fine not to exceed \$500.00 per month for each month in which the violation remains uncured. The Owner shall pay the fine upon notice from the Association, and if the Owner fails to do so, the Association may deduct the amount of the fine from the Security Deposit paid by the Owner.

In addition, the Association may suspend an Owner's ability to lease his or her Lot or renew a lease on his or her Lot where an excessive number of violations have occurred in connection with the Lot during the prior lease term. What constitutes an "excessive" number of violations shall be determined by the Board, in its sole discretion, and shall take into account the number and severity of such violations, as well as the impact of those violations on the Lakeshore Village community and its residents.

This is to certify that the foregoing Leasing and Occupancy Rules were adopted by the Board of Directors at a meeting of same on March 12, 2028, and has not been modified, rescinded or revoked.

DATE: 3/12/18


Secretary

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