ARTICLES OF INCORPORATION

OF

GRAYSTONE HOMEOWNER'S ASSOCIATION, INC.

We, the undersigned natural persons, being of the age of eighteen (18) years or more, actingas incorporator of a corporation pursuant to section 3.01 of the Texas Non-Profit Corporation Act, do hereby adopt the following Articles of Incorporation for such corporation.

ARTICLE ONE

The name of the corporation is Graystone Homeowner's Association (the "Corporation").

ARTICLE TWO

The Corporation is a non-profit corporation.

ARTICLE THREE

The period of duration for the Corporation is perpetual.

ARTICLE FOUR

The mailing address of the Corporation's registered office is Kathryn Thompson, 106 Graystone Place, Duncanville, TX 75137. The street address of the Corporation's initial registered office is 5025 E. Berry Street, Fort Worth, Texas 76119 and the name of its initial registered agent at such address is Lon E. Woods, Esq.

ARTICLE FIVE

1. The number of directors and the method of their appointment shall be determined by the Bylaws of the Corporation, and shall be subject to change from time to time as the Bylaws may be amended. The number of directors shall never be less than three (3).

2. The number of directors constituting the initial Board of Directors of the Corporation is seven (7), and the names and addresses of the persons who are to serve as the initial directors are:

Name	Address
Clarence Jones	1219 Sierra Blanca, Duncanville, TX 75116
Kathryn Thompson	106 Graystone Place, Duncanville, TX 75137

3. The members of the Board of Directors shall serve without compensation, and no member of the Board of Directors shall receive any pecuniary benefit from the Corporation except reimbursement for actual expenses incurred in connection with the business of the Corporation.

4. The Corporation shall indemnify its directors to the fullest extent provided by law.

ARTICLE SIX

The initial Bylaws of the Corporation shall be adopted by the Board of Directors, and the power to alter, amend or repeal the Bylaws or adopt new Bylaws shall be vested in the Board of Directors pursuant to the initial Bylaws.

ARTICLE SEVEN

Anything in these Articles of Incorporation to the contrary notwithstanding, all or any part of these Articles of Incorporation may be amended from time to time only upon the affirmative vote of a majority of the directors present at any meeting at which there is a quorum; provided, however, that no amendment will be made which will cause the Corporation to cease to be an organization described in section 501(c)(3) or any successor provision of the Code.

ARTICLE EIGHT

1. No director of the Corporation shall be liable to the Corporation or its other directors for monetary damages (other than taxes, penalties and expenses of correction as described in Treas. Reg. 53.4941(d)-2(f)(3)) for an act or omission in the director's capacity as a director, except that this article does not eliminate or limit the liability of a director to the extent the director is found liable for an act or omission which is:

   A. a breach of the director's duty of loyalty to the Corporation or its directors;

   B. an act or omission not in good faith that constitutes a breach of duty of the director to the Corporation or an act or omission that involves intentional misconduct or a knowing violation of the law;

C. a transaction from which the director receives an improper benefit, whether or not the benefit resulted from an action taken within the scope of the director's office; or

D. an act or omission for which the liability of a director is expressly provided by an applicable statute.

2. The Corporation shall indemnify a person who was, is or is threatened to be made a named defendant or respondent in a proceeding resulting from events occurring during the person's service as a director of the Corporation to the fullest extent allowed by, and in accordance with, the terms and provisions of section 2.22A of the Texas Non-Profit Corporation Act, including, but not limited to, the indemnification provided by Sections B, H, I, J and K thereof. For purposes of this paragraph 2 of this Article Twelve, "director" shall mean any person who is or was a director of the Corporation and any person who, while a director of the Corporation, is or was serving at the request of the corporation as a director, officer, partner, venturer, proprietor, trustee, employee, agent or similar functionary of another foreign or domestic corporation, partnership, joint venture, sole proprietorship, trust, employee benefit plan or other enterprise.

3. This Article Twelve shall be deemed to incorporate by reference any future amendments to applicable law that further limit or eliminate the personal liability of directors, or provide for the indemnification of directors by the Corporation.

4. Any repeal or modification of all or part of this Article Twelve by the directors of the Corporation shall not adversely affect any right or protection of a director of the Corporation existing at the time of such repeal or modification.

IN WITNESS WHEREOF, We have hereunto set our hands, this day of , 2001.

GRAYSTONE HOMEOWNER'S ASSOCIATION, INC.

Clarence R Jones

Clarence Jones-Incorporator

Kathryn Thompson

Kathryn Thompson-Incorporator

THE STATE OF TEXAS
COUNTY OF TEXAS

This instrument was acknowledged before me on this the 2/01, 2001, by:

MARY M. WILLIAMS
Notary Public, State of Texas
My Commission Expires 03-25-01

Mary M. Williams
NOTARY PUBLIC, STATE OF TEXAS
PRINTED NAME OF NOTARY

MARY M Williams

MY COMMISSSION EXPIRES:

03/25/01

ARTICLE ONE

NAME, PURPOSES AND OFFICES

Section 1.1. Name. The name of this corporation is Mystic Homeowners Assoc. (herein called the Corporation).

Section 1.2. Purposes. The Corporation is organized and will be operated exclusively for charitable, religious, scientific, literary or education purposes within the meaning of Section 501(c)(3) of the Internal Revenue Code of 1954 or the corresponding provisions or provision of any subsequent United States revenue law.

Section 1.3. Offices. The Corporation may have, in addition to its registered office, offices at such places, both within and without the State of Texas, as the Board of Directors may from time to time determine or as the activities of the Corporation may require.

ARTICLE TWO

BOARD OF DIRECTORS

Section 2.1. General Powers: Delegation. The activities, property and affairs of the Corporation shall be managed by its Board of Directors, who may exercise all such powers of the Corporation and do all such lawful acts and things as are permitted by statute or by the Articles of Incorporation or by these Bylaws.

Section 2.2. Number and Qualifications. The Board of Directors shall consist of 4 (3) directors which number may be increased or decreased from time to time by amendment to these Bylaws; provided, that at no time shall the number of directors be less than _____(_)___ and no decrease in number shall have the effect of shortening the term of any incumbent director. None of the directors need be residents of the State of Texas.

Section 2.3. Term of Office. The directors of the Corporation shall be those persons named in the Articles of Incorporation as the initial directors, and they shall hold office for a term of 3 years elected on a rotating basis with one third of the directors elected each year, or until their resignation, retirement, disqualification or removal from office.

Section 2.4. Filling of Vacancies. Any vacancy occurring in the Board of Directors resulting from the death, resignation, retirement, disqualification, removal from office of any directors or as the result of an increase in the number of directors shall be filled by the affirmative vote of a majority of the remaining directors, though less than a quorum of the Board of directors, at any annual or special meeting thereof. Any director elected or appointed to fill a vacancy shall hold office until the end of the original removal from office.

Section 2.5. Removal. Any director may be removed, either for or without cause at any annual or special meeting of the Board of Directors by the affirmative vote of any majority of the number of Directors fixed by these Bylaws, if notice of the intention to act upon such matter shall have been given in the notice of such meeting.

Section 2.6. Place of Meeting. Meetings of the Board of Directors shall be held at such places, within or without the State of Texas, as may from time to time be fixed by the Board of Directors or as shall be specified of fixed in the respective notices or waivers of notice thereof.

Section 2.7. Annual Meetings. An annual meeting of the Board of Directors, Commencing with the year 2002, shall be held "on the second Tuesday" at ____o'clock 9 .m. of _____in each year, if not a Holiday in such place, then on the next full business day following at ____ o'clock___.m., at which they shall elect officers, and transact any and all other business as may properly come before the meeting. Written or printed notice stating the place, day and hour of each annual meeting of the Board of Directors shall be delivered not less than two (2) or more than fifty (50) days before the date of such meeting, either personally or by mail, by or at the direction of the President or Secretary, to each director entitled to vote at such meeting.

Section 2.8. Regular Meetings. Regular meetings of the Board of Directors shall be held at such times and places as may be fixed from time to time by resolution adopted by the Board and communicated to all directors. Except as otherwise provided by statute, the Articles of Incorporation, or these Bylaws, any and all business may be transacted at any regular meeting.

Section 2.9. Special Meetings. Special meetings of the Board of Directors may be called by the President on one week notice, either personally or by mail or by telegram. Special meetings shall be called by the President or Secretary in like manner and on like notice on the written request of two (2) or more directors. Except as may be otherwise expressly provided by statute or by the Articles of Incorporation or by these Bylaws, neither the business to be transacted at, nor the purpose of, any regular or special meeting of the Board of Directors need be specified in the notice or waiver of notice of such meeting.

Section 2.10. Quorum and Manner of Acting. At all meetings of the Board of Directors the presence of a majority of the number of trustees fixed by these Bylaws shall be necessary and sufficient to constitute a quorum for the transaction of business if the number of directors fixed by these Bylaws is no more than three (3) but if the number of directors fixed by these Bylaws is more than three (3) then three (3) directors shall constitute a quorum for the transaction of business, except as otherwise provided by statute, by the Articles of Incorporation or by these Bylaws. Directors present by proxy may not be counted toward a quorum. The act of a majority of the directors present in person or by proxy at a meeting at which a quorum is present shall be the act of the Board of Directors unless the act of a greater number is required by statute, by the Articles of Incorporation or by these Bylaws, in which case the act of such greater number shall be requisite to constitute the act of the board. A director may vote in person or by proxy executed in writing by the director. No proxy shall be valid after three months from the date of its execution. Each proxy shall be revocable unless expressly provided therein to be irrevocable and unless otherwise made irrevocable by law. If a quorum shall not be present at any meeting of the 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. At any such adjourned meeting any business may be transacted which might have been transacted at the meeting as originally convened.

Section 2.11. Director's Compensation. No director shall receive compensation for his or her services as a director or as a member of a standing or special committee of the Board. Nothing herein contained shall be construed to preclude any director from receiving reimbursement for expenses incurred on behalf of the Corporation or in attending meetings of the Board of Directors or any such committee or from serving the Corporation in any other capacity and receiving compensation therefor.

Section 2.12. Consent of Directors. Any action required or permitted to be taken at any meeting of the Board of Directors or any committee may be taken without a meeting if a consent in writing setting forth the action to be taken shall be signed by all of the directors or all of the members of the committee, as the case may be. Such consent shall have the same force and effect as a unanimous vote, and may be stated as such in any document.

ARTICLE THREE

NOTICES

Section 3.1. Manner of Giving Notice. Whenever, under the provisions of the statute or of the Articles of Incorporation, or by these Bylaws, notice is required to be given to any director or committee member of the Corporation, and no provision is made as to how such notice shall be given,
it shall not be construed to require personal notice, but any such notice may be given in writing by mail, postage prepaid, addressed to such director or member at his address as it appears on the records of the Corporation. Any notice required or permitted to be given by mail shall be deemed to be delivered at the time when the same shall be thus deposited in the United States mails, as aforesaid.

Section 3.2. Waiver of Notice. Whenever any notice is required to be given to any director or committee of the Corporation under the provisions of the statute, or of the Articles of Incorporation, 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 deemed equivalent to the giving of such notice.

ARTICLE FOUR

EXECUTIVE COMMITTEE AND SPECIAL COMMITTEES

Section 4.1. Executive Committee. The Board of Directors may, by resolution adopted by affirmative vote of a majority of the number of directors fixed by these Bylaws, authorize the annual election of an Executive Committee of the Board of Directors to consist of not more than five members of the Board. Unless restricted by the Board of Directors, the Executive Committee shall, between meetings of the Board, have all power and authority of the Board of Directors.

Section 4.2. Special Committees. The President may designate two or more persons to constitute a special committee or committees for any purpose; provided, however, that any such committee or committees shall have and may exercise only the power of recommending action to the Board of Directors and of carrying out and implementing any instructions or any policies, plans and programs theretofore approved, authorized and adopted by the Board of Directors.

ARTICLE FIVE

OFFICERS, EMPLOYEES AND AGENTS: POWERS AND DUTIES

Section 5.1. Elected Officers. The elected officers of the Corporation shall be a President and a Secretary, and may also consist of one or more Vice Presidents,, as may be determined from time to time by the Board (and in the case of each such Vice President, with such descriptive title, if any, as the Board shall deem appropriate), and a Treasurer.

Section 5.2. Election. So far as is practicable, all elected officers shall be elected by the Board of Directors at each annual meeting thereof.

Section 5.3. Appointive Officers. The Board of Directors may also appoint one or more Assistant Secretaries and Assistant Treasurers and such other officers and assistant officers and agents as it shall from time to time deem necessary, who shall exercise such powers and perform such duties as shall be set forth in these Bylaws or determined from time to time by the Board.

Section 5.4. Two or More Offices. Any two (2) or more offices may be held by the same person, except that the President and Secretary shall not be the same person.

Section 5.5. Compensation. With the exception of the Executive Director, no compensation shall be paid to an elected officer of the Corporation. The compensation of the Executive Director and the appointed office of the Corporation shall be fixed from time to time by the Board of Directors. The Board of Directors may from time to time delegate to the Executive Director the authority to fix the compensation, within the budget limits approved by the Board, of any or all of the other employees and agents of the Corporation.

Section 5.6. Term of Office; Removal; Filling of Vacancies. Each elected officer of the Corporation shall hold office for one year or until his earlier death, resignation, retirement, disqualification, or removal from office. Any officer or agent may be removed at any time by the Board of Directors whenever in its judgement the best interests 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. If the office of any officer becomes vacant for any reason, the vacancy shall be filled by the Board of Directors.

Section 5.7. President. The President shall be the chief executive officer of the Corporation and, subject to the provisions of these Bylaws, shall have general supervision of the activities and affairs of the Corporation and shall have general and active control thereof. The President shall

preside when present at meetings of the Board of Directors. He/she shall have general authority to execute bonds, deeds and contracts in the name of the Corporation and to affix the corporate seal thereto; to cause the employment or appointment of such employees and agents of the Corporation as the proper conduct of operations may require and to fix their compensation; to remove or suspend any employee or agent; and in general to exercise all the powers usually appertaining to the office of president of a corporation, except as otherwise provided by statute, the Articles of Incorporation or these Bylaws. In the absence or disability of the President, his/her duties shall be performed and his powers may be exercised by the Vice Presidents in the order of their seniority, unless otherwise determined by the Secretary, the President or the Board of Directors.

Section 5.8. Vice Presidents. Each Vice President shall generally assist the President and shall have such powers and perform such duties and services as shall from time to time be prescribed or delegated to him by the President or the Board of Directors.

Section 5.9. Secretary. The Secretary shall see that notice is given of all annual and special meetings of the Board of Directors and shall keep and attest true records of all proceedings at all meetings of the Board. He/she shall keep and account for all books, documents, papers and records of the Corporation, except those for which some other officer or agent is properly accountable. He/she shall generally perform all duties usually appertaining to the office.

Section 5.10. Assistant Secretaries. Each Assistant Secretary shall generally assist the Secretary and shall have such powers and perform such duties and services as shall from time to time be prescribed or delegated to him/her by the Secretary, the President or the Board of Directors.

Section 5.11. Treasurer. The Treasurer shall be the chief accounting and financial officer of the Corporation and shall have active control of and shall be responsible for all matters pertaining to the accounts and finances of the Corporation and shall direct the manner of certifying the same; shall supervise the manner of keeping all vouchers for payments by the Corporation and all other documents relating to such payments; shall receive, audit and consolidate all operating and financial statements of the Corporation and its various departments; shall have supervision of the books of accounts of the Corporation, their arrangements and classification; shall supervise the accounting and auditing practices of the Corporation, and shall have charge of all matters relating to taxation. The Treasurer shall have the care and custody of all monies, funds and securities of the Corporation; shall deposit or cause to be deposited all such funds in and with such depositories as the Board of Directors shall from time to time direct or as shall be selected in accordance with procedures established by the Board; shall advise upon all terms of credit granted by the Corporation; shall be responsible for the collection of all its accounts and shall cause to be kept full and accurate accounts of all receipts, disbursements and contributions of

the Corporation. He/she shall have the power to endorse for deposit or collection or otherwise all checks, drafts, notes, bills of exchange or other commercial papers payable to the Corporation, and to give proper receipts or discharges for all payments to the Corporation. The Treasurer shall generally perform all duties usually appertaining to the office of treasurer of a corporation. In the absence or disability of the Treasurer, his/her duties shall be performed and hid/her powers may by exercised by the Assistant Treasurers in the order of their seniority unless otherwise determined by the Treasurer, the President or the Board of Directors.

Section 5.12. Assistant Treasurer. Each Assistant Treasurer shall generally assist the Treasurer and shall have such powers and perform such duties and services as shall from time to time be prescribed or delegated to him/her by the Treasurer, the President or Board of Directors.

Section 5.13. Executive Director. The Executive Director shall be the chief operating officer of the Corporation. He or she shall have the active supervision and control of the operations and affairs of the Corporation. The Executive Director shall have, within the budget limits approved by the Board of Directors, the general authority to cause the employment or appointment of such employees and agents of the Corporation as the proper conduct of operations may require and to fix their compensation. The Executive Director may also remove or suspend any employee or agent and may take such other actions of behalf of the Corporation as may be necessary or advisable to conduct the activities of the Corporation.

Section 5.14. Additional Powers and Duties. In addition to the foregoing especially enumerated duties, services and powers, the several elected and appointed officers of the Corporation shall perform such other duties and services and exercise such further powers as may be provided by statute, the Articles of Incorporation, or these Bylaws, or as the Board of Directors may from time to time determine or as may be assigned to him/her by any competent superior officer.

ARTICLE SIX

MISCELLANEOUS

Section 6.1. Dividends Prohibited. No part of the net income of the Corporation shall inure to the benefit of any private individual and no dividend shall be paid and no part of the income of the Corporation shall be distributed to its directors or officers. The Corporation may pay compensation in a reasonable amount to its officers for services rendered and may reimburse its directors as provided in Section 11 of Article Two hereof.

Section 6.2. Loans to Officers and Directors Prohibited. No loans shall be made by the Corporation to its officers and directors, and any directors voting for or assenting to the making of any such loan, and any officer participating in the making thereof, shall be jointly and severally liable to the Corporation for the amount of such loan until repayment thereof.

Section 6.3. Signature of Negotiable Instruments. All bills, notes, checks or other instruments for the payment of money shall be signed or countersigned by such officer, officers, agent or agents, and in such manner, as are permitted by these Bylaws and as from time to time may be prescribed by resolution (whether general or special) of the Board of Directors.

Section 6.4. Fiscal Year. The fiscal year of the Corporation shall be fixed by resolution of the Board of Directors.

Section 6.5. Gender. Words of either gender used in these Bylaws shall be construed to include the other gender, unless the context requires otherwise.

ARTICLE SEVEN

INDEMNIFICATION OF OFFICERS AND DIRECTORS

The Corporation shall indemnify a director of the Corporation against reasonable expenses incurred by him in connection with a proceeding in which he is a named defendant or respondent because he is or was such a director, as the case may be, if he has been wholly successful, on the merits or otherwise, in the defense of the proceeding, unless such indemnification is limited by the Articles of Incorporation. The Corporation shall also indemnify a director who was, is , or is threatened to be made a named defendant or respondent in a proceeding because the person is or was a director against any judgements, penalties (including excise and similar taxes), fines, settlements and reasonable expenses actually incurred by the person in the connection with the proceeding if it is determined, in the manner described below, that the person (i) conducted himself in good faith, (ii) reasonably believed, in the case of conduct in his official capacity as a director of the Corporation, that his conduct was in the Corporation's best interests, and in all other cases, that his conduct was at least not opposed to the Corporation's best interests and (iii) in the case of any criminal proceeding, had no reasonable cause to believe his conduct was unlawful; provided that if the proceeding was brought by or on behalf of the Corporation, the indemnification shall be limited to reasonable expenses actually incurred by the person in connection with the proceeding; and provided further that a director may not be indemnified for obligations resulting from a proceeding (i) in which such director is found liable on the basis that he improperly received personal benefit, whether or

not the benefit resulted from an action taken in such director's official capacity, or (ii) in which the director is found liable to the Corporation. Determinations that a person has satisfied the prescribed conduct and belief standards must be made (i) by a majority vote of a quorum consisting of directors who at the time of the vote are not named defendants or respondents in the proceeding, (ii) if such a quorum cannot be obtained, by a majority vote of a committee of the Board of Directors designated to act in the matter by a majority vote of all directors and consisting solely of two (2) or more directors who at the time of the vote are not named defendants or respondents in the proceeding, or (iii) by special legal counsel selected by the Board of Directors or a committee of the Board by vote as set forth in clause(i) or (ii) of this sentence, or, if the quorum described in clause (i) cannot be obtained and the committee described in clause (ii) cannot be established, by a majority vote of all directors. A determination as to reasonableness of expenses shall be made in the same manner as the determination that the person has satisfied the prescribed conduct and belief standards, except that if the determination that the person has satisfied the prescribed conduct and belief standards is made by special legal counsel, the determination as to reasonableness of expenses shall be made by the Board of Directors or a committee of the Board by vote as set forth in clause (i) or (ii) of the immediately preceding sentence or, if such a quorum cannot be obtained and such a committee cannot be established, by a majority vote of all directors.

The termination of a proceeding by judgement, order, settlement or conviction, or on a plea of nolo contendere or its equivalent is not of itself determinative that the person did not meet the requirements for indemnification set forth above. Notwithstanding any other provision of the Bylaws, the Corporation shall pay or reimburse expenses incurred by a director in connection with his appearance as a witness or other participation in a proceeding at a time when he is not a named defendant or respondent in the proceeding.

ARTICLE EIGHT

AMENDMENTS

These Bylaws may be altered, amended or repealed, or new Bylaws may be adopted at any annual or special meeting of the Board of Directors by the affirmative vote of a majority of the number of the Directors fixed by these Bylaws, provided notice of the proposed alteration, amendment or repeal or adoption be contained in the notice of such meeting.

ARTICLE NINE

SEAL

The Board of Directors may adopt a corporate seal. If so adopted, the seal shall be in the form of two concentric circles and shall have inscribed thereon the name of the corporation and the year of its incorporation.

ARTICLE TEN

INDEMNITY

The corporation shall indemnify its Directors and officers to the extent permitted by Article 2.22A of the Texas Non-Profit Corporation Act or any superseding statute under the circumstances in which indemnification is permitted by said Article 2.22A.

ARTICLE ELEVEN

MEMBERS

The Corporation shall have no members. *(See alternative bylaws provision for Members of the Corporation.)*

CERTIFICATE OF BYLAWS

The undersigned, Secretary of _____, Texas nonprofit corporation, hereby certifies that the foregoing Bylaws constitute the Bylaws of _____ as duly adopted by he Board of Directors of such corporation on the day of _____, 19___.

ORDINANCE NO. 1623

AN ORDINANCE OF THE CITY OF DUNCANVILLE, TEXAS, AMENDING THE CODE OF ORDINANCES OF THE CITY OF DUNCANVILLE, TEXAS, BY AMENDING CHAPTER 12, "MISCELLANEOUS OFFENSES AND PROVISIONS", BY ADDING ARTICLE XIV, "PARKING ON PROPERTIES USED FOR RESIDENTIAL PURPOSES"; PROVIDING DEFINITIONS; MAKING IT UNLAWFUL TO PARK A VEHICLE ON AN UNIMPROVED SURFACE IN A RESIDENTIAL DISTRICT; PROVIDING EXCEPTIONS; PROVIDING A SEVERABILITY CLAUSE; PROVIDING A REPEALING CLAUSE; PROVIDING FOR A PENALTY OF FINE NOT TO EXCEED THE SUM OF FIVE HUNDRED ($500.00) DOLLARS FOR EACH OFFENSE AND PROVIDING FOR AN EFFECTIVE DATE.

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF DUNCANVILLE, TEXAS:

SECTION 1. That Chapter 12 of the Code of Ordinances of the City of Duncanville, Texas, be, and the same is hereby, amended by adding a new Article XIV to provide as follows, to wit:

"ARTICLE XIV
PARKING ON PROPERTIES USED FOR RESIDENTIAL PURPOSES

Sec. 12-130 DEFINITIONS

For purposes of this Article:

(1) Corner Lot shall mean a lot situated at the intersection of two (2) streets, the interior angle of which intersection shall not exceed one hundred thirty-five degrees (135°).

(2) Front Yard shall mean all areas between the front face(s) of the building and the front property line. See Figures 1, 2, 3, and 4.

(3) Improved Surface means a driveway or area constructed with a concrete surface or brick pavers which is intended to be used for the parking or storing of vehicles. An improved surface shall mean a single, continuous slab of Portland cement concrete poured to a depth of not less than 5 inches,

minimum of 3,000 psi compressive strength, reinforced with No. 3 reinforcing bar not more than 24 inches on center, each way, clay fired brick or pavestone, or an equivalent to be approved by the Building Official.

(4) Rear Yard shall mean all areas between the rear face(s) of the building and the rear property line. See Figures 1, 2, 3, and 4.

(5) Residential Property shall mean any property occupied by single family, duplex or apartment dwellings.

(6) Side Yard shall mean all areas between the side face(s) of the building and the side property line, and between the front face(s) of the building and the rear property line. See Figures 1, 2, 3, and 4.

(7) Unimproved Surface means a driveway or area not improved with a concrete surface or brick pavers and used or intended for the parking of vehicles and shall include an area covered only with asphalt, gravel, or a combination of these.

(8) Vehicle shall mean every device, motorized or non-motorized, the liscensing or registration of which is required by the laws of Texas or any other state or country, in, upon or by which any person or property is or may be transported or drawn upon a highway, except devices used exclusively upon stationary rails or tracks.

Sec. 12-131 PARKING ON UNIMPROVED SURFACE PROHIBITED

(1) It shall be unlawful for any person to drive, leave, stand or park or allow to be parked any vehicle on an unimproved surface in a front yard or side yard on any property used for residential purposes.

(2) Parking or standing of vehicles is permissible on an unimproved driveway if an existing residence is served by a driveway which does not constitute an improved parking surface as of the effective date of this section. Vehicles shall be placed on material (gravel with border or asphalt) similar to the existing driveway material, and shall be large enough to accommodate the overall dimensions of any vehicle parked or stored there, not just under the wheels. Extensions

of an unimproved driveway are permitted if the unimproved driveway was in existence as of the effective date of this section. Extension of unimproved driveways by a concrete surface or brick pavers is also permitted. No extension of an existing unimproved driveway may be made with asphalt shingles or roofing material.

(3) This section shall not apply to the parking or storing of vehicles if the vehicles are parked in the rear yard as that term is defined in this Article and per Figures 1, 3, and 4.

Vehicles parked in the rear yards of lots with double frontage (Figure 2) shall be screened from view from the street right-of-way behind a six (6') foot solid screening fence, as authorized by the applicable codes and ordinances of the City. Live screening/hedges, five (5') feet tall or taller, will be accepted as solid screening.

(4) This section shall not apply to the parking or storing of vehicles in a side yard when located behind a minimum six foot solid screening fence which is authorized by the applicable codes and ordinances of the City. If vehicles are located in the side yard of a corner lot, the vehicles shall be screened from view from both public streets and rights-of-way. Live screening/hedges, five (5') feet tall or taller, will be accepted as solid screening.

(5) No driveway or improved parking surface shall cover more than fifty percent (50%) of the residential front yard. Sixty-five percent (65%) coverage of the front yard shall be permitted for circular drives.

(6) It shall be unlawful for any person to leave, stand or park or allow to be parked any vehicle on a vacant lot. It shall be permitted, however, to leave, stand, or park or to allow to be parked a maximum of three (3) vehicles on a vacant lot, only if the vacant lot is abutting and has common ownership with the lot of the main house structure. Requirements 12-131(1), (4) and (5) shall apply to such vacant lots.

(7) It shall be unlawful for an operator of any vehicle to drive over a raised curb to park or stand a vehicle on property used for residential purposes.

(8) It shall be unlawful to leave, stand or park a vehicle on a public sidewalk or on any part of a sidewalk or parkway area including the extension of a public sidewalk across a driveway except when necessary to avoid conflict with other traffic or in compliance with the direction of a police officer or traffic control device.

(9) Parallel parking on City right-of-way adjacent to non-curb and gutter streets is permitted."

SECTION 2. That all ordinances of the City of Duncanville in conflict with the provisions of this ordinance be, and the same are hereby repealed and all other ordinances of the City of Duncanville not in conflict with the provisions of the ordinance shall remain in full force and effect.

SECTION 3. That should any section, paragraph, sentence, clause or phrase of this ordinance be held or determined to be unconstitutional or invalid for any reason, such holding or determination shall not affect the remaining portions hereof, which are declared to be severable.

SECTION 4. That any person, firm or corporation violating any of the provisions or terms of this ordinance as amended hereby shall be deemed guilty of a misdemeanor, and subject to a penalty as provided for in this ordinance, and upon conviction shall be punished by fine not to exceed the sum of Five Hundred Dollars ($500.00) for each offense, and each and every day such violation shall continue shall constitute a separate offense.

SECTION 5. This ordinance shall take effect immediately after its passage as the law and charter in such cases provide.

DULY PASSED BY THE CITY COUNCIL of the City of Duncanville, Texas on the 18th day of January, 2000.

APPROVED:

Glenn A. Rapp

MAYOR

23396

APPROVED AS TO FORM:

CITY ATTORNEY(RLD/1-19-00)

ATTEST:

CITY SECRETARY

28396

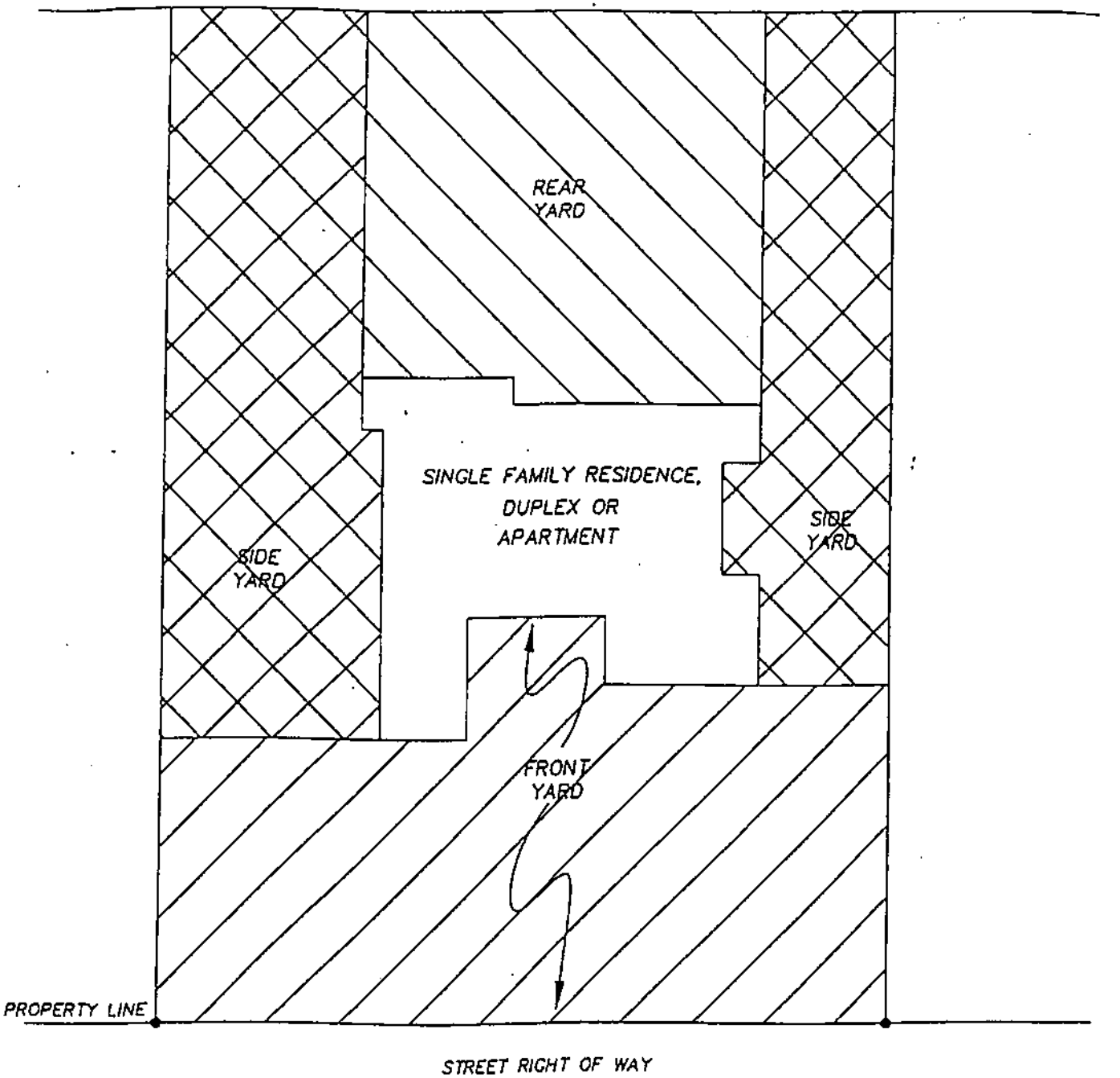

FIGURE # 1
FRONT, SIDE, REAR YARD
TYPICAL LOT

Fig 1 front side rear.dwg

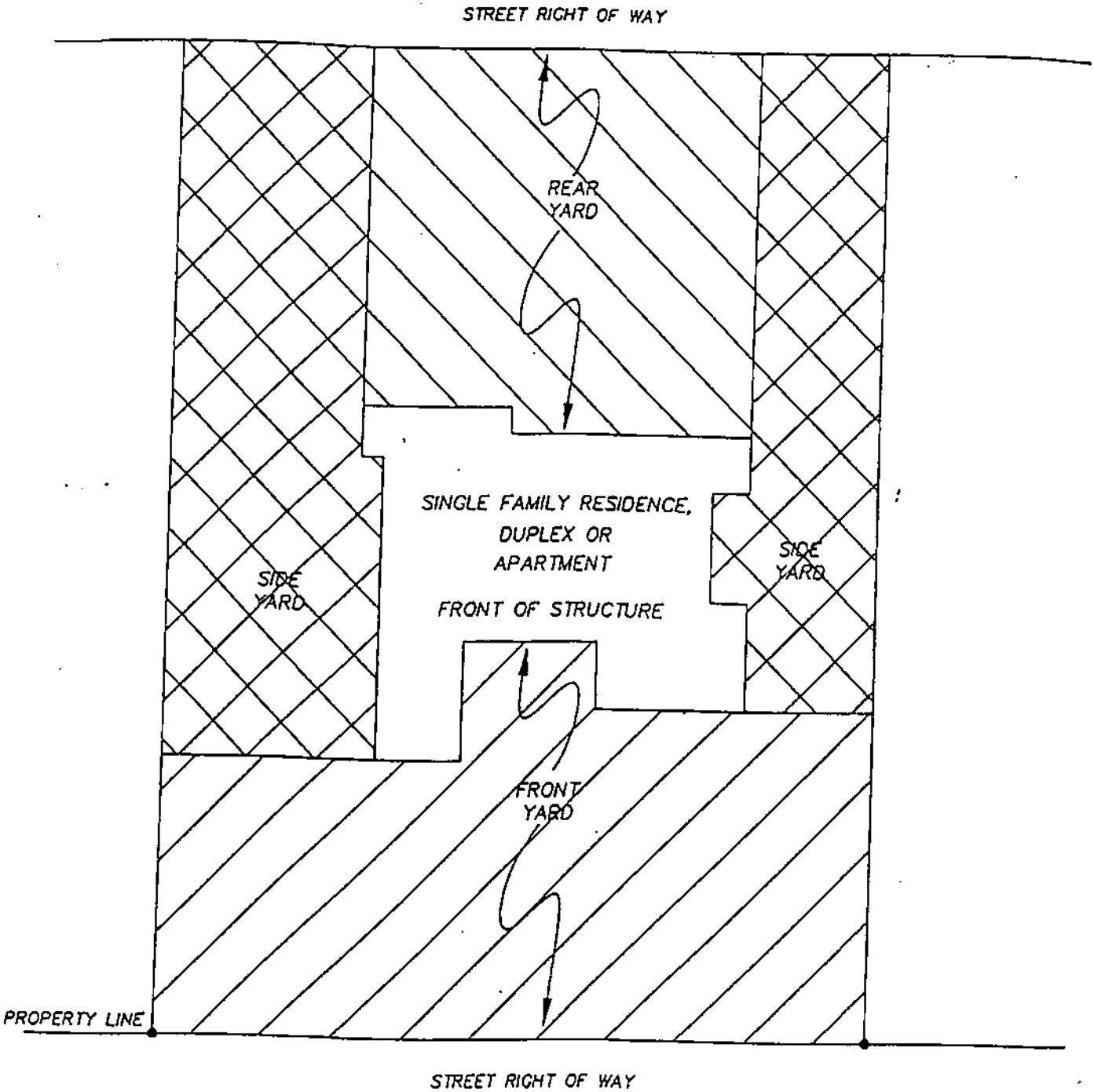

FIGURE # 2
FRONT, SIDE YARDS
LOT WITH DOUBLE FRONTAGE,
RUNNING FROM ONE STREET TO ANOTHER

Fig 1 front side rear.dwg

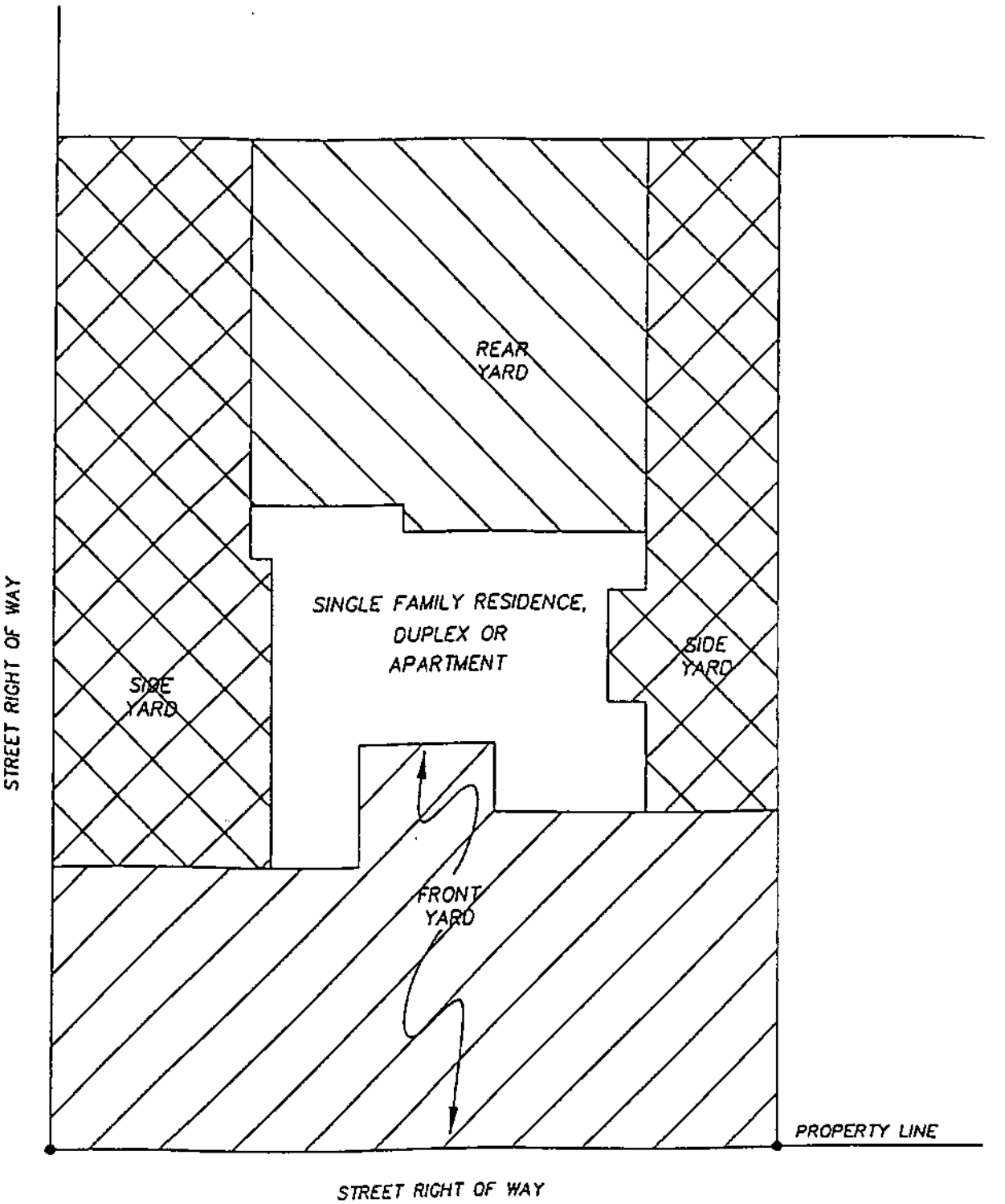

FIGURE # 3
FRONT, SIDE, REAR YARDS
CORNER LOT

fig 1 front side rear.dwg

THE STATE OF TEXAS)
)
COUNTY OF DALLAS)

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

FOR

GRAYSTONE

LOTS 1 THROUGH 40

DUNCANVILLE, TEXAS

THIS DECLARATION is made this 15th day of March, 1982, by Oak Tree Land Development Company, Inc., a Texas Corporation (hereinafter referred to as "DECLARANT").

W I T N E S S E T H:

WHEREAS, Declarant is the owner of certain real property referred to in Article II and described within Exhibit "A" of this Declaration which represents a Planned Development District in the City of Duncanville, Texas, known as Graystone;

WHEREAS, the restrictive covenants hereinbelow will also comply with the requirements of local governmental officials and the Zoning Ordinance of the City of Duncanville, Texas, and utility companies to better ensure the care and maintenance of the property's amenities with Graystone and establish an agency for preserving the best interests of the residents of Graystone after completion of all development and construction therein;

NOW, THEREFORE, the real property referred to in Article II and described within Exhibit "A" is and shall be transferred, sold, conveyed and occupied subject to the covenants, conditions, restrictions, easements, charges and liens (sometimes collectively referred to herein as "the Covenants and Restrictions") hereinafter set forth:

ARTICLE I

COMMENTS AND DEFINITIONS

The following words when used in this Declaration or any Supplemental Declaration (unless the content shall otherwise clearly indicate or prohibit) shall have the following concepts and meanings:

(a) "Association" shall mean and refer to the entity which will have the power, duty and responsibility of maintaining and administering the Properties and administering and enforcing the Covenants and Restrictions and collecting and disbursing the assessments and charges hereinafter prescribed. The Association shall, commencing on the date of recordation of this Declaration and continuing for an indefinite period of time, exist as an unincorporated association; at a point in time deemed appropriate by the Declarant, but prior to the tenth (10th) anniversary of the recordation of this Declaration, consistent with the objectives hereto and the circumstances then existing, the Declarant will cause the incorporation of the association as a non-profit corporation under the laws of The State of Texas (under the name "Graystone Homeowners Association, Inc." or a similar or comparable name depending upon the then-existing availability of such corporate name(s)) for the purposes set forth herein;

(b) "Properties" shall mean and refer to all Existing Property, and any additions thereto, as are subject to this Declaration or any Supplemental Declaration prepared and filed of record pursuant to the provisions of Article II hereof.

(c) "Lot" shall mean and refer to any plot or tract of land shown upon any recorded subdivision map(s) or plat(s) of the Properties, as amended from time to time, which is designated as a lot therein and which is or will be improved with a residential townhouse in conformity with the building restrictions herein.

(d) "Owner" shall mean and refer to each and every person or business entity who is a record owner of a fee or undivided fee interest in any Lot subject to these Covenants and Restrictions; however, the word "Owner" shall not include person(s) or entity(ies) who hold a bona fide lien or interest in a Lot as security merely for the performance of an obligation.

(e) "Member" shall mean and refer to each Owner of a Lot.

(f) "Declarant" shall mean and refer to Oak Tree Land Development Company, Inc. and the successor(s) and assign(s) (if any) of Oak Tree Land Development Company, Inc. with respect to the voluntary disposition of all (or substantially all) of the assets and/or stock of Oak Tree Land Development Company, Inc., and/or the voluntary disposition of all (or substantially all) of the right, title and interest of Oak Tree Land Development Company, Inc. in and to the Properties prior to the completion of development thereon. No person or entity merely purchasing one or more lots from Oak Tree Land Development Company, Inc. in the ordinary course of business shall be considered as "Declarant".

(g) "Existing Property" shall mean and refer to the real property which is, and shall be, held, transferred, sold, conveyed and occupied subject to this Declaration pursuant to Section 1 of Article II.

ARTICLE II

PROPERTY SUBJECT TO THIS DECLARATION

Section 1. Existing Property. The real property which is, and shall be, held, transferred, sold, conveyed, and occupied subject to this Declaration (hereinabove defined and the "Existing Property") is located in Duncanville, Dallas County, State of Texas, and is more particularly described within Exhibit "A" attached hereto and incorporated herein by reference for all purposes.

ARTICLE III

MEMBERSHIP AND VOTING RIGHTS IN THE ASSOCIATION

Section 1. Membership. Every Owner of a Lot shall automatically be and must remain a Member of the Association in good standing.

Section 2. Voting Rights. The Association shall have two classes of voting membership:

Class A: Class A members shall be all Members and Lot Owners other than Class B Members. Class A 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 (1) vote be cast with respect to any Lot.

Class B: Class B Members shall consist of the Declarant and bona fide Lot Owners who are engaged in the process of constructing a residential townhouse on their respective Lots for sale to consumers. A Class B Member (excluding the Declarant) shall be entitled to one vote for each Lot owned.

The Declarant alone, however, shall be entitled to six (6) votes for each Lot it owns or in which it has a lien interest. The Class B Membership shall cease, and each Class B Member shall become a Class A Member:

(i) when the total number of votes outstanding in the Class A membership is eight (8) times greater than the total number of votes outstanding in the Class B membership; or

(ii) on the tenth (10th) anniversary date of the lawful commencement date of the Association as an incorporated entity,

whichever occurs first in time.

Notwithstanding the aforementioned voting rights within the Association and consistent with the provisions of Article VIII, Section 1 hereinafter, until:

(a) The Declarant no longer owns:

(i) record title to any Lot; and

(ii) a lien interest in any Lot; and

(b) The tenth (10th) anniversary of the recording date for this Declaration,

whichever occurs first in time, neither the Association nor the Members shall take any action or inaction with respect to any matter whatsoever without the consent and approval of the Declarant, which shall not be unreasonably withheld or delayed.

Section 3. Quorum, Notice and Voting Requirements.

(a) Subject to the provisions of Section 2 above and paragraph (c) of this Section, any action authorized by Sections 3 and 4 of Article IV shall require the assent of the majority duly called for such purpose(s), written notice of which shall be given to all Members not less than thirty (30) days nor more than sixty (60) days in advance and shall set forth the purpose(s) of such meeting.

(b) The quorum required for any action referred to in Paragraph (a) of this Section shall be as follows:

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

(c) As an alternative to the procedure set forth above, but subject to the provisions of Section 2 above, any action referred to in Paragraph (a) of this Section may be taken with the assent given in writing and signed by Members who collectively hold or control more than sixty percent (60%) of the outstanding votes of the Association.

(d) Except as specifically set forth in paragraph (a) above or elsewhere in this Declaration:

(i) during the period of time that the Association is unincorporated, the Declarant shall have the right and option to prescribe reasonable procedures for meetings (if any) of the Members; and

(ii) subsequent to incorporation, notice, voting and quorum requirements for the Association shall be consistent with its Articles of Incorporation and Bylaws, as same may be amended from time to time.

ARTICLE IV

COVENANTS FOR ASSESSMENTS

There shall be regular assessments or charges for maintenance on portions of the Properties (including without limitation those matters described within Article V, Section 1), such assessments to be fixed, established and collected from time to time as hereinafter provided. The regular assessments, together with such interest thereon and costs of collection thereof as hereinafter provided, shall be a charge on the land and shall be a continuing lien upon each Lot against which such assessment is made and shall also be the continuing personal obligation of the then existing Owner of such Lot at the time when the assessment fell due.

Section 1. Purpose of Assessments. The assessments levied by the Association shall be used exclusively for the purpose of promoting the health, recreation, safety and welfare of the residents of the Properties, and in particular for the improvement and maintenance of fences, streets, firegate, and for trash and garbage collection, as may be determined necessary and appropriate by the Association from time to time; for carrying out the duties of the Board of Directors of the Association as set forth in Article V hereafter; and for carrying out the various matters set forth or envisioned herein or in any Supplementary Declaration related hereto; and for any matter or thing designated by the City of Duncanville in connection with any zoning, subdivision, platting, building or development requirements.

Section 2. Basis and Amount of Regular Maintenance Assessments.

(a) From and after the original date of commencement of regular maintenance assessments (when established by the Board of Directors) and continuing thereafter until January 1 of the year immediately following the conveyance of the first Lot from a Class B Member to a Class A Member, the maximum regular assessment shall be five and no/100 dollars ($5.00) per Lot per month.

(b) From and after January 1 of the year immediately following the conveyance of the first Lot from a Class B Member to a Class A Member, the Association's Board of Directors may establish the maximum regular assessment for each Lot.

(c) The Association's Board of Directors may fix the actual regular assessment at an amount equal to or less than the maximum regular assessment.

Section 3. Rate of Assessments. The rate of assessments must be fixed at a uniform rate for all Lots owned by Class A Members, unless otherwise approved by the Association's Board of Directors. Each Lot owned by a Class A Member shall be charged with one hundred percent (100%) of the established per Lot assessment while each Lot owned by a Class B Member (other than the Declarant) shall be charged with fifty percent (50%) of the established per Lot assessment, while each Lot owned by Declarant shall not be charged with any portion of any assessment.

Section 4. Date of Commencement of Assessments; Due Dates. The regular maintenance assessments provided for herein shall commence

on the date fixed by the Board of Directors of the Association to be the initial date of commencement. The Board of Directors may prescribe from time to time that the regular assessments are to be collected on an annual, semi-annual, quarterly or monthly basis, and accordingly, the Board of Directors shall prescribe the appropriate due dates. All regular assessments shall be collected in advance.

Section 5. Duties of the Board of Directors with Respect to Assessments.

(a) In the event of a revision to the amount or rate of the regular assessment, the Board of Directors of the Association shall fix the amount of the assessment against each Lot, and the applicable due date(s), for each assessment at least sixty (60) days in advance of such date or period and shall, at that time, prepare a roster of the Lots and assessments applicable thereto which shall be kept in the office of the Association.

(b) Written notice of the assessment shall thereupon be delivered or mailed to every Owner subject thereto.

(c) The Board of Directors shall upon reasonable demand furnish to any Owner originally liable for said assessment, a certificate in writing signed by an Officer of the Association, setting forth whether said assessment has been paid. Such certificate shall be conclusive evidence of payment of any assessment therein stated to have been paid. A reasonable charge may be made by the Board for the issuance of such certificate.

Section 6. Effect of Non-Payment of Assessment: The Personal Obligation of the Owner; the Lien; Remedies of Association.

(a) If any assessment or any part thereof is not paid on the date(s) when due then the unpaid amount of such assessment shall be considered delinquent and shall, together with interest thereon at the highest permitted lawful rate per annum and costs of collection thereof, thereupon become a continuing debt secured by a self-executing lien on the Lot of the non-paying Owner which shall bind such Lot in the hands of the Owner, his heirs, executors, devises, personal representatives and assigns. The Association shall have the right to reject partial payments of an assessment and demand the full payment thereof. The personal obligation of the then-existing Owner to pay such assessment, however, shall remain his personal obligation and shall not pass to his successors in title unless expressly assumed by them. However, the lien for unpaid assessments shall be unaffected by any sale or assignment of a Lot and shall continue in full force and effect. No Owner may waive or otherwise escape liability for the assessment provided herein by abandonment of his Lot.

(b) The Association may also give written notification to the holder(s) of the mortgage on the Lot of the non-paying Owner of such Owner's default in paying any assessment when such default has not been cured within thirty (30) days of the original date due, provided that the Association has theretofore been furnished in writing with the correct name and address of the holder(s) of such mortgage and a request to receive such notification.

(c) If any assessment or part thereof is not paid when due, the unpaid amount of such assessment shall bear interest from and after the date when due at the highest permitted lawful rate per annum, and the Association may, at its election, retain the services of an attorney for collection

and there shall also be added to the amount of such unpaid assessment any and all collection costs incurred hereunder by the Association, including reasonable attorneys' fees.

Section 7. Subordination of the Lien to Mortgages. The lien of the assessments provided for herein shall be subordinate and inferior to the lien of any first mortgage or deed of trust now or hereafter placed upon the Lots subject to assessment; provided, however, such subordination shall apply only to the assessments which have become due and payable prior to the sale (whether public or private) of such property pursuant to the terms and conditions of any such deed of trust. Such sale shall not relieve such Lots from liability for the Amount of any assessment thereafter becoming due nor from the lien of any such subsequent assessment.

ARTICLE V

GENERAL POWERS AND DUTIES OF BOARD OF DIRECTORS OF THE ASSOCIATION

Section 1. Powers and Duties. The affairs of the Association shall be conducted by its Board of Directors (sometimes hereinafter "the Board"). Prior to the incorporation of the Association, the Declarant shall select and appoint the Board of Directors, each of whom shall be a Class A or Class B Member, or an officer, employee, partner, representative, agent or affiliate of a Class A or Class B Member. From and after the effective date of the Association's incorporation, the Board of Directors shall be selected in accordance with the Articles of Incorporation and Bylaws of the Association. The Board, for the benefit of the Association, the Properties and the Owners, shall have the authority to provide and pay for out of the maintenance fund(s) provided for in Article IV above, the following:

(a) Fence painting and maintenance; street repair and street sweeping; firegate maintenance and repair; maintenance of land in Exhibit "A" not enclosed by fences; utility maintenance and repairs; private trash and garbage collection service and security arrangements; electricity for entrance lights; maintenance of parkway; repair, improvement and replacement of mail boxes; erection of street lights and maintenance and operation; removing trash and debris from creek; providing uniform street numbers; and neighborhood promotions.

(b) The services of a person or firm (including affiliates of the Declarant) to manage the Association or any separate portion thereof, to the extent deemed advisable by the Board, and the services of such other personnel as the Board shall determine to be necessary or proper for the operation of the Association, whether such personnel are employed directly by the Board or by the manager;

(c) Legal and accounting services;

(d) Any other materials, supplies, furniture, labor, services maintenance, repairs, structural alterations, taxes or assessments which the Board is required to obtain or pay for pursuant to the terms of this Declaration or which in its opinion shall be necessary or proper for the operation or protection of the Association or for the enforcement of this Declaration.

The Board shall have the following additional rights, ers and duties:

(e) To enter into agreements or contracts with utility companies with respect to utility installation, consumption and service matters;

(f) To borrow funds to pay costs of operation, secured by assignment or pledge of rights against delinquent Owners, if the Board sees fit;

(g) To enter into contracts, maintain one or more bank accounts, and, generally, to have all the powers necessary or incidental to the operation and management of the Association;

(h) Subsequent to incorporation, to make available to each Owner within ninety (90) days after the end of each year an annual report;

(i) To enforce the provisions of this Declaration and any rules made hereunder and to enjoin and seek damages from any Owner for violation of such provisions or rules.

Section 2. Board Powers. The Board shall have the right to contract for all goods, services, and insurance, and the exclusive right and obligation to perform the functions of the Board, except as otherwise provided herein. In the event or if for any reason the Board is not deemed authorized to act for and on behalf of the Association and the Members, then the Declarant may exercise its power and authority under Article VIII, Section 1 to act for and on behalf of the Association and the Members, and the Association shall reimburse the Declarant for any and all reasonable expenses incurred in so acting.

Section 3. Maintenance Contracts. The Board, on behalf of the Association, shall have full power and authority to contract with any Owner (including without limitation the Declarant) for performance, on behalf of the Association, of services which the Association is otherwise required to perform pursuant to the terms hereof, such contracts to be upon such terms and conditions and for such consideration as the Board may deem proper, advisable and to the best interest of the Association.

Section 4. Liability Limitations. Neither any Member nor the Board nor the Directors (or any of them) nor the Officers (if any) of the Association shall be personally liable for debts contracted for or otherwise incurred by the Association or for a tort of another Member, whether such other Member was acting on behalf of the Association, its Directors, officers, agents or employees, shall be liable for any incidental or consequential damages for failure to inspect any premises, improvements or portion thereof or for failure to repair or maintain the same. The Declarant, the Association or any other person, firm or corporation liable to make such repairs or maintenance shall not be liable for any personal injury or other incidental or consequential damages occasioned by any act or omission in the repair or maintenance of any premises, improvements or portion thereof.

ARTICLE VI

USE OF LOTS AND PROPERTIES - PROTECTIVE COVENANTS

The Properties (and each Lot situated therein) shall be constructed, developed, occupied and used as follows:

Section 1. Residential Lots. All lots within the Properties shall be used, known and described as residential townhouse Lots. No building or structure shall be erected, altered, placed or permitted to remain on any residential Lot other than a single-family dwelling and, if any, its customary and usual accessory structures (unless prohibited herein). No building or structure intended for or adapted to business purposes shall be erected, placed, permitted or maintained on such premises, or any part therof, save and except those related to development, construction and sales purposes of a Class B Member or of the Association. This

covenant shall be construed as prohibiting the engaging in or practice of any commerce, industry, business, trade or profession within the Properties. The restrictions on use herein contained shall be cumulative of, and in addition to, such restrictions on usage as may from time to time be applicable under and pursuant to the statutes, rules, regulations and ordinances of the City of Duncanville, Texas or any other governmental authority having jurisdiction over the Properties. No building structure on any Lot shall exceed two (2) stories in height.

Section 2. Minimum Floor Space; Smoke Detectors. Each two (2) story dwelling constructed on any lot shall contain a minimum of 1,056 square feet of air conditioned floor and stair area (exclusive of all porches, garages, or breezeways attached to the main dwelling) of which not less than 528 square feet shall be air-conditioned ground floor area. The construction plans and specifications for each residential dwelling shall include provisions for the installation of smoke detectors and such other safety and security devices which, from time to time, become technologically feasible for residential use as may be further described and defined by the Architectural Control Committee.

Section 3. Carports. Carports are not encouraged but may be permitted if, in the reasonable opinion of the Architectural Control Committee, the exterior surface and appearance will substantially compare to the quality and appearance of the main residential dwelling, and if the carport is used exclusively for the storage of vehicles and not for the storage of other items, the location of such carport also being approved by this Committee; and any and all proposed carport plans and specifications must be submitted to the Architectural Control Committee for review and approval.

Section 4. Setback Requirements. The Architectural Control Committee shall establish set back lines (for fences, walls and buildings) from the front property line of each lot at distances ranging from seventeen (17) to thirty-one (31) feet; the mixture of various front setbacks shall satisfy requirements of the City of Duncanville and reflect a high degree of architectural style and design. In order to allow flexibility for the implementation of construction designs akin to zero lot line techniques, the Architectural Control Committee shall also have the authority to develop and define rear and side yard setback requirements. Within the setback areas for each Lot, an easement and right-of-way is reserved for the Association in order to properly facilitate and carry out any reasonable exterior maintenance or landscaping programs or concepts adopted by the Association.

Section 5. Fences; Signs. No fences, wall or hedge shall be erected, placed or altered on any Lot nearer to any street than the minimum building setback line as established by the Architectural Control Committee pursuant to Section 4 above. All service and sanitation facilities must be enclosed within fences, walls or landscaping so as not to be visible from the immediate residential street. No fence, wall or hedge shall be erected, placed or altered on any residential Lot without the approval of the Architectural Control Committee. No sign or signs shall be displayed to the public view on any residential Lot, except: (1) any builder, during the applicable initial construction and sales period, may utilize one professional sign (of not more than twelve (12) square feet in size) per Lot for advertising and sales purposes; (2) thereafter, a dignified "for sale" or "for rent" sign (of not more than six (6) square feet in size) may be utilized by the Owner of the respective residential Lot for the applicable sale situation; and (3) development-related signs owned or erected by the Declarant shall be permitted.

Section 6. Easements; Utilities. Easements and access easements for the installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded subdivision plat and Certificate of Clarification.

Section 7. Temporary Structures and Vehicles. No temporary structure of any kind shall be erected or placed upon any Lot. However Declarant or any other Class B member may maintain temporary sales or construction offices, provided such sales or construction offices are removed within sixty (60) days after completion of sales or construction, as the case may be.

Any automobile, truck, bus, boat, boat trailer, trailer, mobile home, campmobile, camper, if brought within the Properties, shall be stored, placed or parked within the parking space of the appropriate Lot Owner unless otherwise directed by the Architectural Control Committee.

Section 8. Garbage and Trash Collection. No residential Lot shall be used or maintained as a dumping ground for rubbish, trash or garbage. All garbage shall be kept in sanitary containers in appropriate locations which may be specified by the Architectural Control Committee. Unless otherwise expressly permitted by the Architectural Control Committee, garbage containers shall be situated and enclosed or screened so as not to be visible from any residential street. The Association may make or cause to be made appropriate contractual arrangements for collection and removal of garbage and trash on a regular basis with the point of pickup (so long as it is possible) being in, at, or near the curbside. Each Lot Owner shall observe and comply with any and all regulations or requirements promulgated by the Association in connection with the storage and removal of trash and garbage.

If after ten (10) days prior written notice an Owner shall fail to: (i) control weeds, grass and/or other unsightly growth; (ii) remove trash, rubble, building and construction debris; or (iii) exercise reasonable care or conduct to prevent or remedy an unclean, untidy or unsightly condition, then the Association shall have the authority and right to assess and collect from the Owner of said Lot a sum not to exceed fifty dollars ($50.00) for mowing or cleaning. The assessments, together with such interest thereon and costs of collection thereof, shall be a charge on the land and shall be a continuing lien upon each lot against which each such assessment is made. Each such assessment, together with such interest thereon and costs of collection thereof, shall also be the continuing personal obligation of the person who was the Owner of such Lot at the time when the assessment occurred. The lien securing any such assessment shall be subordinate and inferior to the lien of any mortgage and any renewals or extensions thereof existing prior to the assessment date.

Section 9. Offensive Activities. No noxious or offensive activity shall be conducted on any portion of the Properties that will adversely affect the peace, quiet, comfort or serenity of fifty percent (50%) or more of the Owners of Lots within two hundred feet (200') of such activity. No animals, livestock, or poultry of any kind shall be raised, bred or kept on any residential lot, except that dogs, cats or other household pets may be kept if all such dogs, cats and other household pets never exceed a combined total of four (4) in number, provided that they are not kept, bred or maintained for commercial purposes.

Section 10. Exterior Surfaces. All roofs shall be constructed of composition shingles or other materials approved by the Architectural Control Committee taking into account harmony, conformity, color, appearance, quality and similar considerations. The exterior surface of all residential dwellings shall be constructed of glass, brick or other materials approved by the Architectural Control Committee. The Architectural Control Committee is specifically authorized to require a continuous, uniform surface with respect to all improvements which directly face the street. Installation of all types of exterior items and surfaces such as address numbers or external ornamentation, lights, mail chutes, exterior paint or stain, shall be subject to the prior approval of the Architectural

Control Committee. All antennas (including without limitation radio or television transmitting or receiving antennas) shall be installed within the residence so that no antennas are visible. All roof and surface water must be drained toward the street or the rear lot lines.

Section 12. Architectural Control Committee. The Architectural Control Committee, hereinafter called "the Committee" shall be composed of three (3) individuals or business entities selected and appointed by Declarant, each generally familiar with residential and community development design matters and knowledgeable about the Declarant's concern for a high level of taste and design standards within the Properties. The Committee shall function as the representative of the Owners of the Lots for the purposes herein set forth as well as for all other purposes consistent with the creation and preservation of a first-class community development. The Committee shall use its best efforts to promote and ensure a high level of taste, design, quality, harmony and conformity throughout the Properties.

In the event of the death or resignation of any member of the Committee, the remaining members shall have full authority to designate and appoint a successor. No member of the Committee, shall be liable for claims, causes of action or damages (except where occasioned by gross negligence or arbitrary and capricious conduct) arising out of services performed pursuant to this covenant.

No building, structure, fence, wall or improvement of any kind or nature shall be erected, placed or altered on any Lot until all plans and specifications and a plot plan have been submitted to and approved in writing by the Committee, or a majority of its members, as to;

(i) quality of workmanship and materials; adequacy of site dimensions, adequacy of structural design; proper facing of main elevation with respect to nearby streets;

(ii) conformity and harmony of the external design, color, type and appearance of exterior surfaces and landscaping;

(iii) location with respect to topography and finished grade elevation and effect of location and use on neighboring Lots and improvements situated thereon; drainage arrangement;

(iv) the other standards set forth within this Declaration (and any amendments hereto) or as may be set forth within bulletins promulgated by the Committee, or matters in which the Committee has been vested with the authority to render a final interpretation and decision.

The Committee is authorized and empowered to consider and review any and all aspects of dwelling construction which may, in the reasonable opinion of the Committee, adversely affect the living enjoyment of one or more Lot Owners or the general value of the Properties.

Final plans and specification shall be submitted in duplicate to the Committee for approval or disapproval. The Committee is authorized to request the submission of samples of proposed construction materials. At such time as the plans and specifications meet the approval of the Committee, one complete set of plans and specifications will be retained by the Committee and the other complete set of plans will be marked "Approved" and returned to the Lot Owner or his designated representative. If found not to be in compliance with these Covenants and Restrictions, one set of such plans and specifications shall be returned marked "Disapproved", accompanied by a reasonable statement of items found not to comply with these Covenants and Restrictions. Any

modification or change to the approved set of plans and specifications must again be submitted to the Committee for its inspection and approval. The Committee's approval or disapproval, as required herein, shall be in writing. If the Committee fails to approve or disapprove such plans and specifications within fifteen (15) days after the date of submission then such plans shall be submitted to the Board of Directors of the Association. If the Board of Directors fails to approve or disapprove such plans and specifications within fifteen (15) days then the Committee and the Association approval shall be presumed.

The Committee may from time to time publish and promulgate architectural standards bulletins which shall be fair, reasonable and uniformly applied and shall carry forward the spirit and intention of these Covenants and Restrictions. Although the Committee shall not have unbridled discretion with respect to taste, design and any standards specified herein, the Committee shall be responsive to technological advances or general changes in architectural designs and materials and related conditions in future years and use its best efforts to balance the equities between matters of taste and design (on the one hand) and use of private property (on the other hand). Such bulletins shall supplement these Covenants and Restrictions and are incorporated herein by reference.

ARTICLE VII

EASEMENTS

Section 1. Utility Easements. Easements for installation, maintenance, repair and removal of utilities and drainage facilities over, under and across the Properties are reserved by Declarant for itself, its successors and assigns and all utility companies serving the Properties. Full rights of ingress and egress shall be had by Declarant and its successors and assigns at all times over the Properties for the installation, operation, maintenance, repair or removal of any utility together with the right to remove any obstruction that may be placed in such easement that would constitute interference with the use of such easement, or with the use, maintenance, operation or installation of such utility.

Section 2. Ingress, Egress and Maintenance by the Association. Full rights of ingress and egress shall be had by the Association at all times over and upon the setback areas applicable for each Lot for the maintenance and repair of each Lot in accordance with the provisions hereof, and for the carrying out by the Association of its functions, duties and obligations hereunder; provided, that any such entry by the Association upon any Lot shall be made with as little inconvenience to the Owner as practical, and any damage caused thereby shall be repaired by the Association at the expense of the maintenance fund.

ARTICLE VIII

GENERAL PROVISIONS

Section 1. Power of Attorney. Each and every Owner hereby makes, constitutes and appoints Declarant as their true and lawful attorney in fact for them and in their name, place and stead and for their use and benefit:

(a) to exercise, do, or perform any act, right, power, duty or obligation whatsoever in connection with, arising out of, or relating to any matter whatsoever involving this Declaration and the Properties;

(b) to sign, execute, acknowledge, deliver and record any and all instruments which modify, amend, change,

enlarge, contract, or abandon the terms within this Declaration, or any part hereof, with such clause(s), recital(s), covenant(s), agreement(s), and restriction(s) as Declarant shall deem necessary, proper and expedient in the circumstances and conditions as may be then existing;

(c) to sign, execute, acknowledge, deliver and record any and all instruments which modify, amend, change, enlarge, contract or abandon the subdivision plat of the Properties, or any part thereof, with any easements and rights-of-way to be therein contained as the Declarant shall deem necessary, proper and expedient under the conditions as may then be existing.

The rights, powers and authority of said attorney in fact to exercise any and all of the rights and powers herein granted shall commence and be in full force upon recordation of this Declaration in the Dallas County Clerk's Office and shall remain in full force and effect thereafter until the tenth (10th) anniversary of the recordation of this Declaration.

Section 3. Duration. The Covenants and Restrictions of this Declaration shall run with and bind the land subject to this Declaration, their respective legal representatives, heirs, successors, and assigns, for a term of fifty (50) years from the date that this Declaration is recorded, after which time said covenants shall be automatically extended for successive periods of ten (10) years unless an instrument is signed by the Members entitled to cast seventy percent (70%) of the votes of the Association and recorded in the Deed Records of Dallas County, Texas, which contains and sets forth an agreement to abolish the Covenants and Restrictions; provided, however, no such agreement (where approved by less than ninety-five percent (95%) of the votes of the Association) to abolish shall be effective unless made and recorded one (1) year in advance of the effective date of such abolishment.

Section 4. Amendments. Notwithstanding Section 3 of this Article, these Covenants and Restrictions may be amended and/or changed in part as follows:

(a) during the ten (10) year period immediately following the date of recordation of the Covenants and Restrictions, the Declarant may amend or change these Covenants and Restrictions with the consent of at least fifty-one percent (51%) of the outstanding votes of the Association;

(b) from and after the tenth anniversary of the recordation of this Declaration, these Covenants and Restrictions may be amended or changed upon the express written consent of at least seventy percent (70%) of the outstanding votes of the Association.

Any and all amendments shall be recorded in the office of the County Clerk of Dallas County, Texas.

Section 5. Enforcement. Enforcement of these Covenants and Restrictions may be by any proceeding at law or in equity against any person or persons violating or attempting to violate them, whether the relief sought is an injunction or recovery of damages, or both, or enforcement of any lien created by these Covenants and Restrictions; but failure by the Association or any Owner to enforce any Covenant or Restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter. The City of Duncanville, Texas, is specifically authorized (but not obligated) to enforce these Covenants and Restrictions. With respect to any litigation hereunder, the prevailing party shall be entitled to recover reasonable attorneys fees from the non-prevailing party.

EXHIBIT "A"

BEING a tract of land situated in the Anderson Slayback Survey Abstract No. 1299, City of Duncanville, Dallas County, Texas, and being more particularly described as follows:

Beginning at a point in the east line of South Main Street, said point being 150.0 ft. south of the south line of E. Little Street;

Thence N 88°-39' E along the south line of the O. L. Meadlin Tract and also along the south line of Block 1, Danieldale Acres No. 2, an addition to the City of Duncanville, Texas, 760.26 ft. to corner;

Thence S 0°-21' W along the west line of a 10 ft. alley in Block J, Candlelight Estates No. 3, an addition to the City of Duncanville, Texas, 150.07 ft. to corner;

Thence S 88°-39' W along the north line of the O. W. McRorey tract 759.74 ft. to corner;

Thence N 0°-09' E along the east line of South Main Street (60 ft. street) 150.05 ft. to place of beginning.

Section 6. Validity. Violation of or failure to comply with these Covenants and Restrictions shall not affect the validity of any mortgage, bona fide lien or other similar security instrument which may be then existing on any Lot. Invalidation of any one or more of these Covenants and Restrictions, or any portions thereof, by a judgment or court order shall not affect any of the other provisions or covenants herein contained, which shall remain in full force and effect. In the event any portion of these Covenants and Restrictions conflicts with mandatory provisions of any ordinance or regulation promulgated by the City of Dunnavillo, then such municipal requirement shall control.

Section 7. Headings. The headings contained in this Declaration are for reference purposes only and shall not in any way affect the meaning or interpretation of this Declaration. Words of any gender used herein shall be held and construed to include any other gender, and words in the singular shall be held to include the plural and vice versa, unless the context requires otherwise.

Section 8. Notices to Member/Owner. Any notice required to be given to any Member or Owner under the provisions of this Declaration shall be deemed to have been properly delivered when deposited in the United States mails, postage prepaid, addressed to the last known address of the person who appears as Member or Owner on the records of the Association at the time of such mailing.

Section 9. Notices to Mortgagees. The holder(s) of a mortgage may be furnished with written notification from the Association of any default by the respective mortgagor/member/owner in the performance of such mortgagor's/member's/owner's obligation(s) as established by this Declaration, provided that the Association has been theretofore furnished, in writing, with the correct name and address of such mortgage holder(s) and a request to receive such notification.

Section 10. Disputes. Matters of dispute or disagreement between or among Owners with respect to interpretation or application of the provisions of this Declaration or the Association Bylaws, shall be determined by the Board of Directors, whose determination (absent arbitrary and capricious conduct or gross negligence) shall be final and binding upon all Owners.

IN WITNESS WHEREOF, OAK TREE LAND DEVELOPMENT COMPANY, INC., being the Declarant herein, has caused this instrument to be executed this 15th day of March, 1982.

OAK TREE LAND DEVELOPMENT COMPANY, INC.

BY: Edward F. Cummings
Edward F. Cummings, President

Collection and Payment Policy Graystone HOA

Effective January 1st, 2006: **Annual HOA Dues**

Statements will be sent out yearly 30 days before the due date.

Association dues are to be paid on or before January 15th.

If dues are not postmarked on or before the 15th of March late charges will accrue.

All dues not postmarked by March 15th will receive a $25 late charge. Effective September 15, 2009 regarding future assessments of Graystone HOA, Accounts with an outstanding balance will receive monthly late charges.

Each month after March that dues are not postmarked by the 15th of the month a $25 late fee will be added to the account.

The HOA reserves the right to charge the homeowner for postage fees and if so will be included in late notices sent.

Effective March 2011 - the Board of Directors has approved use of a collection agency for accounts. Delinquent accounts will be sent to a collection agency and the balance reported to credit bureaus.

Effective October 2011 – to continue the HOA's goal of collecting on past due accounts it was agreed upon to pursue legal action against homeowners that have outstanding account balances. Once the tenant has been notified by certified mail that their account is in arrears their account will be subject to legal proceedings to collect the past due amount.

Therefore, before any legal action is taken. A collection agreement to coincide with this GHOA Collection Policy will be offered to any homeowner delinquent in paying outstanding dues. Upon failure to

[illegible] Payment Policy (Payment to HOA)

[illegible] Dear [illegible] HOA Board:

[illegible] due date.

[illegible] association dues [illegible] January 15.

If you are [illegible]

[illegible] Section [illegible] 2005 [illegible] balance will [illegible] monthly late charges.

[illegible] month after [illegible] made by the [illegible] to the account.

The HOA reserves the right to change [illegible] late charges [illegible] policies [illegible]

[illegible] delinquent account [illegible] collection agency and [illegible] credit [illegible]

Effective October 2013 [illegible] HOA's [illegible] upon to [illegible] the [illegible] has been notified by [illegible] that their account [illegible] to legal proceedings [illegible]

Therefore, [illegible] Policy will be offered [illegible] in paying on [illegible]

uphold a payment plan the Association will then take the necessary steps for legal action to pursue civil suit against the homeowner.

George Christy December 03, 2012

George Christy

State of Texas
County of Dallas

This instrument was acknowledged by me on Dec. 3, 2012 by George R. Christy.

Melissa Ramos
Notary Public

MELISSA RAMOS
Notary Public
STATE OF TEXAS
My Comm Exp Dec 10 2012

GRAYSTONE HOMEOWNERS' ASSOCIATION

PAYMENT PLAN AGREEMENT

This Payment Plan Agreement for the Annual Dues Assessment is made and entered into by and between _____, whose address is _____ ("Homeowner") and on behalf of Graystone Homeowners' Association ("GHOA"). Homeowner and GHOA have entered into a payment plan agreement and Homeowner agrees to make payments in accordance with the terms provided below:

$_____ to be received by on or before the **first of every month** until the outstanding balance is paid in full.

As of - _____ the outstanding balance is $_____.

First Payment Due: First of each month. The unpaid balance may be paid in full at any time. I have read the Payment Plan Agreement. I understand and accept all its terms in full. I have been given a copy of the Assessment & Collection Policy and understand the possible consequences for failure to make timely payments.

Homeowner(s) Names (printed): _____

Homeowner(s) Signature: _____

Homeowner(s) Signature: _____

Date: _____

Board of Director's Name (printed): _____

Board of Director's Signature: _____

Date: _____

Please Mail Signed Agreement To:

GRAY [illegible] HOMEOWNERS ASSOCIATION
PAYMENT PLAN AGREEMENT

This Payment Plan Agreement for the Annual Dues Assessment is made and entered into by and between _____

[illegible]

Homeowner and GHOA have reached this a payment plan agreement and Homeowner agrees to make payments in accordance with the terms provided herein.

[illegible]

First of every month (_____) the outstanding balance is paid in full.

As of _____ the outstanding balance is $ _____

Final Payment Due: First of each month. The original balance may be paid in full at any time. Upon [illegible] Payment Agreement, Homeowner and accept all restrictions. Also, I have been given a copy of the Assessment & Collection Policy and understand the possible consequences for failure to meet the payments.

Homeowner(s) Names (printed): _____

Homeowner(s) Signature: _____

Homeowner(s) Signature: _____

Date: _____

Board of Directors Name (printed): _____

Board of Directors Signature: _____

Date: _____

Please Mail Signed Agreement to:

Date voted on: 06-20-2012
Meeting date: 06-20-2012

Graystone Homeowners Association (GHOA, HOA)

Amendments 2012 Document 1
Declaration of Covenants, Conditions and Restrictions
For
Graystone
Lots 1 thru 40

Article VI

Use of Lots and Properties
Add; Section 3.1
Rain Harvesting Devices: The Association Architectural Control Committee permits owners to install and use rain-harvesting devices (rain barrels) if they meet the requirements and approvals outlined in the Texas Property Code 202.007d. Also, where placement, architectural requirement and approvals of the HOA Article VI Section 12. are met including compliance of City Building Code. Rainwater collection devices will not be visible from the street or side property and shielding provided accordingly including approved material and color codes. Backyard behind the fencing installations can be approved by the HOA architectural Control Committee upon a written request. Any and all safety and environmental codes and compliances must be met pertaining to pre-installation and post maintenance ongoing.

Add; Section 3.2
Solar Panels: Solar panels are permitted for installation to the owner upon the approval of the Architectural Control committee and in compliance with the Texas Property Code 202.010. Installation requirements are outlined in Article VI Section 12. Installation must meet the City Building Codes outlining acceptable colors, materials, weights, structural limits including any safety codes and regulations pertaining to roofing and mounting conditions.

Add; Section 3.3
Storm Shingles: Homeowners can install energy efficient roof shingles of materials made to resist wind, hail and to provide heating/cooling efficiency or generate solar energy. City building code and permitting including Architectural Control committee approvals must be met by the homeowner. Texas Prop. Code 202.011

Add; Section 3.4
Flags: No restrictions that prohibit an owner or resident from the display of the (1) flag of the USA. (2) the flag of the State of Texas. (3) official replica flag of any branch of the USA armed forces. Also to be in compliance with city codes and rules pertaining to the: size for the flag displayed, location and intensity of any lights, height of poles or noise

Recording Requirements: All Association regulating documents are filed with the County and State where the properties exists. Texas Prop. Code 202.006, Article 8 Bi-Laws.

Third Party Collection: Any owner delinquent in dues and or compliance billing, 30 day notice given before 3rd. party collection actions to take place. Also, the collector will comply with an agreement in place not charging any fees to the owner for association/collection relationships. Texas Prop. Code 209.0064, GHA Collection Policy.

Annual Meetings and Elections: Association meetings will be held at least one (1) time annually or owners may themselves call an election meeting. Texas Prop. Code 209.014 Article 2, Section 2.7 Bi-Laws.

Owner Voting Rights: No owner can be disqualified for voting for any reason. Article III, Section 1. CCR's. Amendment. Texas Prop. Code 209.0059

Director Qualifications: All owners may run for the board. Bi-Laws, Article Two. Board of Directors. All owners may run for the board. Texas Prop. Code 209.00591 & 209.00592

Developer Director Transition: Until 75% of property lots are sold. Declarant can assign/appoint board members. Does Not Apply. Texas Prop. Code 209.00591C

Electronic &Absentee Ballots: Electronic and absentee ballot votes are valid if certain requirements are met. Signed Proxy currently in use.
Texas Prop. Code 209.00593 & 00592

Director Appointment: Directors may not be appointed to positions that have expired. Article 2, Section 2.4 Bi-Laws. Texas Prop. Code 209.00593

Election Vote Tabulators: Only election vote tabulators are allowed access to ballot tabulation.
Texas Prop. Code 209.00594

Web Site Posting: Dedicatory documents are posted on public accessible HOA or Management Company Web Site including: governing documents(i.e., declaration, bylaws, rules, articles and all amendments. Texas Prop. Code 207.006 Go to key word; Graystone Homeowners Association for access.

Declaration Amendment: Declarations may be amended by 67% of the owners(or less stated in the declaration). Texas Prop. Code 209.0041, Bi-Laws Article Eight, Amendments.

Recording Requirements. [illegible] Tax Prop. Code, Article 8 [illegible] County and [illegible] the property [illegible] Tax Prop. Code, [illegible] Article 8 [illegible] 1.6[illegible].

Third Party Collection. [illegible] in dispute and [illegible] collection [illegible] may notify [illegible] collection [illegible] place where the collection will comply [illegible] to the owner to [illegible] Tax Code [illegible] Collection [illegible].

Annual Billing and Payment. [illegible] will be [illegible] annually [illegible] Article 7, Section 2.7 [illegible].

Late Paying Penalty. [illegible] for [illegible] Article 10, Section [illegible]

Director Qualification. [illegible] Board [illegible] Tax Prop. Code [illegible] & 209.00592

Tax Roper Director. [illegible] Tax [illegible] Tax Prop. Code [illegible]

Electronic Advance Ballots. [illegible] requirements [illegible] Tax Prop. Code [illegible] & 209

Director Appointment. [illegible] Article 2, Section [illegible] Tax Prop. Code 209.00592

Director Vote Tabulation. [illegible] tabulation [illegible] Tax Prop. Code [illegible]

Web Site Posting Documents. [illegible] Management [illegible] Tax Prop. Code [illegible] Campaign Communications [illegible]

Prohibited Transactions. [illegible] Tax Prop. Code [illegible] Agreements.

Open Records: Open records is accessible via current Property Management Company. Texas Prop. Code 209.005 Owners request for records must be sent in writing outlining the specifics and detail as to the books and or records requested. The request must also specify if the owner wants to inspect before obtaining copies or have the HOA to forward copies. The HOA will provide within 10 days dates and times during normal business hours that inspections can be preformed. Certain records may or may not be provided. However upon any approved request the HOA will provide certain records within 25 days of request.

Records Retention Policy: The GHOA records retention policy is 7 years and can be reviewed upon request from the current Management Company.
Texas Prop. Code 209.005m

Military Notice: A mandatory inclusion of military notice is established as follows: Active military owner may have special rights if they are on active duty. If an Owner is serving active duty any letter of violation sent will advise the owner that he or she may have special rights or relief related to the enforcement action under federal law.

Texas Prop. Code 209.006b

Payment Plan Guidelines: A 2012 payment plan is to be filed with the appropriate county and state entities.

Texas Prop. Code 209.0062

Application of Payments. Owners payments are applied as follows; delinquent assessments, current assessments, attorney fees or third party collection costs, other attorney fees, fines, other amounts. CCRs Article IV, Section 7. add paragraph A.

Copy Charge Foreclosure: This HOA has adopted a Records Production and Inspection Policy which states; a 15 cent per copy and $10.00 per hour labor charge for a records production and copying that covers any costs for compilation, production and copying of association records in response to a records request. This is the stated HOA recorded policy.

Texas Prop. Code 209.009

Junior Lien Holder: Prior notice of foreclosure must be sent to junior lien holders.
N/A Texas Prop. Code 209.0091

Open Recorder [illegible]

Form Prop. Code 2[illegible]

Recorder's Inspection Fee [illegible]

Form Prop. Code [illegible]

Military [illegible]

Form Prop. Code [illegible]

Payment Plan Availability [illegible]

Form Prop. Code [illegible]

Application of Payments [illegible]

Late Charge [illegible]

Form Prop. Code [illegible]

Trustee Fees [illegible]

created by the physical structure and or assembly of the flag and or structure. As long as City, County, State and Federal laws are met respectively.

Texas Prop. Code 202.011

Add; Section 3.5

Religious Display: Homeowners or residents can display or affix on the door or entry door frame religious items the display of which is motivated by the owners or residence sincere religious belief. Does not threaten the public health or safety or violate a law. Certain language, graphics or display that is patently offensive to the passerby.
Place or attach to another area of the building other than the door entry or door frame. The display must not be greater than 25 sq. inches.

Revisions to the Articles of Incorporation January, 2012.
Of
Graystone Homeowner's Association, Inc.

Open Board Meetings: Any Board of Director meetings(regular or special) must be open to all members and must be held in the county where the property is located or an adjacent county. However a Board may hold an executive session in private as long as any decision made by the Board in an executive session is summarized orally, in general terms, within the written general meeting minutes. Importantly, the oral summary must include a general explanation of expenditures approved by the Board in the executive session. Written minutes of the board meetings must be kept and made available to the membership. Texas Prop. Code 209.0051 Section 2.9

Meeting Notices: Amendment: Article III Paragraph (A). All members should be given notice of the date, time and place of a Board of Directors meeting. Should include the general subjects to be discussed and include a general description of any matters that will be brought up.
Notice by mail (no later than 10 days or earlier than 60 days before the meeting)
Notice by posting a conspicuous notice on common property (at least 72 hours before the start of the meeting)
Notice by posting association's website and emailing owners who have provided an email address (at least 72 hours before the start of the meeting). It is the owners responsibility to update his/her address or email with the association. Texas Prop. Code 209.0056 Section 2.7

Recount Procedures: Any association member my request a recount of election votes no more than 15 days after the date of the meeting. Texas Prop. Code 209.0057

No Secret Ballots: All votes cast in an election or vote must be signed in writing by the member. Secret ballots are prohibited. Electronic votes cast under section Texas Prop. Code; 209.00592 constitute written and signed ballots. Texas Prop. Code 209.0058

created [illegible] the physical structure [illegible] or assembly of the flag or flagpole [illegible] City, County, State and Federal laws and codes, specifically.

Tex. Prop. Code 202.011

[illegible]

Religious Display: Homeowners [illegible] religious [illegible] display [illegible] on entry door or door frame [illegible] which a reasonable [illegible] or contains language [illegible] threatens [illegible] the public health or safety or violates [illegible] graphics or [illegible] that is patently offensive to a passerby. Placed [illegible] the [illegible] other than the door or door frame. The display must not be greater than 25 [illegible] inches.

Page 7

Revisions to the Articles of Incorporation January, 2011

Of

[illegible] Homeowner's Association, Inc.

Open Board Meetings: [illegible] board of directors meetings [illegible] must be open to all members and must be held in the county where the property is located or an adjacent county. The [illegible] with an executive session [illegible] any decision made in the executive session is [illegible] in general terms within the written [illegible] meeting minutes. [illegible] must include a general explanation [illegible] approved by the [illegible] session. Written minutes of the board meetings must be kept [illegible] available [illegible] membership. Texas Property Code [illegible] Section 2.c

Meeting Notices: [illegible] Article III Paragraph [illegible] All members shall also be given notice of the date, time [illegible] should [illegible] the general subject [illegible] include a general description of any matters that will be brought up.
Notice by mail [illegible] days [illegible] the meeting)
Notice by posting [illegible] common property [illegible] 72 hours [illegible] start of the meeting)
Notice by posting on website [illegible] provided an e-mail address [illegible] the owner's responsibility [illegible] his/her address [illegible] Texas Property Code 209.0051 Section [illegible]

Recount Procedure: [illegible] more than 15 days after the [illegible] of the meeting [illegible] Prop. Code 209.0057

No Secret Ballots: All votes [illegible] motion or vote [illegible] signed in writing [illegible] Secret ballots are prohibited [illegible] Code 209.0058 [illegible] and signed ballots [illegible] Prop. Code 209.0058

Judicial Foreclosure: Non-judicial HOA foreclosures prohibited.
Texas Prop. Code: 209-0092

Foreclosure Amendment: Foreclosure provisions can be added or removed by owners from declaration.
Texas Prop. Code: 209-0093

Lien Notices: Any lien notice or similar instrument affects title to property.
Texas Prop. Code: 209-0094

Transfer Fees: Certain types of transfer fees are prohibited with general exceptions for most HOA transfer fees.
Texas Prop. Code Chapter 5, Sub Chapter G

Resale Certificates: Time frames for resale certificates will be met and followed per guidelines; Texas Prop. Code 207003. CCRs Article IV, section 7 add paragraph B. The HOA will provide such certificate in 10 days upon reasonable evidence of a contractual agreement or other right to acquire property in the compound.

Collection and Payment Policy Graystone HOA

Effective January 1st, 2006: **Annual HOA Dues**

Statements will be sent out yearly 30 days before the due date.

Association dues are to be paid on or before January 15th.

If dues are not postmarked on or before the 15th of March late charges will accrue.

All dues not postmarked by March 15th will receive a $25 late charge. Effective September 15, 2009 regarding future assessments of Graystone HOA, Accounts with an outstanding balance will receive monthly late charges.

Each month after March that dues are not postmarked by the 15th of the month a $25 late fee will be added to the account.

The HOA reserves the right to charge the homeowner for postage fees and if so will be included in late notices sent.

Effective March 2011 - the Board of Directors has approved use of a collection agency for accounts. Delinquent accounts will be sent to a collection agency and the balance reported to credit bureaus.

Effective October 2011 – to continue the HOA's goal of collecting on past due accounts it was agreed upon to pursue legal action against homeowners that have outstanding account balances. Once the tenant has been notified by certified mail that their account is in arrears their account will be subject to legal proceedings to collect the past due amount.

Therefore, before any legal action is taken. A collection agreement to coincide with this GHOA Collection Policy will be offered to any homeowner delinquent in paying outstanding dues. Upon failure to

[illegible]

[illegible] January [illegible] [illegible] HOA Dues

[illegible] and [illegible] due date.

Association dues [illegible] be paid [illegible] 15th

[illegible] are not [illegible]

All dues not [illegible] by [illegible] will be [illegible] late charge. Beginning [illegible] 15, 2008 [illegible] assessment [illegible] HOA. A month after [illegible] balance will [illegible] monthly late charges.

A month after [illegible] 15th [illegible] not paid [illegible] by the 15th [illegible] 25th [illegible] section 4.09.1 to the account.

The HOA reserves the right to change [illegible] or prestige [illegible] be included in the notices sent.

[illegible] [illegible] the [illegible] for [illegible] the [illegible] account will be sent to a [illegible] collection agency and [illegible] credit [illegible]

Effective October 2011 [illegible] HOA [illegible] upon [illegible] the [illegible] legal [illegible] to [illegible] legal proceedings to collect the past [illegible]

The [illegible] legal [illegible] Section 4.[illegible] [illegible] Policy will be offered [illegible] in paying on [illegible]

uphold a payment plan the Association will then take the necessary steps for legal action to pursue civil suit against the homeowner.

George Christy December 03, 2012

George Christy

State of Texas
County of Dallas

This instrument was acknowledged by me on Dec. 3, 2012 by George R. Christy.

Melissa Ramos
Notary Public

MELISSA RAMOS
Notary Public
STATE OF TEXAS
My Comm Exp Dec 10 2012

GRAYSTONE HOMEOWNERS' ASSOCIATION

PAYMENT PLAN AGREEMENT

This Payment Plan Agreement for the Annual Dues Assessment is made and entered into by and between _____, whose address is _____ ("Homeowner") and on behalf of Graystone Homeowners' Association ("GHOA"). Homeowner and GHOA have entered into a payment plan agreement and Homeowner agrees to make payments in accordance with the terms provided below:

$_____ to be received by on or before the **first of every month** until the outstanding balance is paid in full.

As of - _____ the outstanding balance is $_____.

First Payment Due: First of each month. The unpaid balance may be paid in full at any time. I have read the Payment Plan Agreement. I understand and accept all its terms in full. I have been given a copy of the Assessment & Collection Policy and understand the possible consequences for failure to make timely payments.

Homeowner(s) Names (printed): _____

Homeowner(s) Signature: _____

Homeowner(s) Signature: _____

Date: _____

Board of Director's Name (printed): _____

Board of Director's Signature: _____

Date: _____

Please Mail Signed Agreement To:

Filed and Recorded
Official Public Records
John F. Warren, County Clerk
Dallas County, TEXAS
12/03/2012 11:02:46 AM
$44.00

201200356690

GROVE [illegible] HOMEOWNERS ASSOCIATION

ASSESSMENT PLAN AGREEMENT

This Payment Plan Agreement is for the Annual Due Assessment is made in a [illegible] and between [illegible]

Homeowner and GHOA [illegible] into a payment plan agreement and Homeowner agrees to make payments in accordance with the terms provided herein.

[illegible]

First of every month [illegible] outstanding balance is paid in full.

As of [illegible] the outstanding balance is $ [illegible]

Final Payment Due: First of each month. The unpaid balance may be paid in full at any time. [illegible] Payment Agreement, I acknowledge and accept all restrictions and I have been [illegible] copy of the Assessment & Collection Policy and understand the possible consequences for failure to meet the payment.

Homeowner(s) Names (printed): _____

Home owner(s) Signature: _____

Homeowner(s) Signature: _____

Date: _____

Board of Directors Name (printed): _____

Board of Directors Signature: _____

Date: _____

Please Mail Signed Agreement To:

Regarding the Property at:

_____

_____

1. **Past Due Amounts to Graystone Homeowner's Association:** Make a check payable to Graystone Homeowner's Association. (See Section D of Subdivision Information & Resale Certificate)

2. **Resale Certificate Cost:** $200.00 made payable to Crescent Real Estate Group (See Section K of Subdivision Information & Resale Certificate)

3. **Violations to the Restrictions:**

_____

_____

4. **Please return a copy of the notice of membership in a mandatory homeowner's association.**

Attached please find:

1. Restrictions
2. Rules
3. By-Laws
4. Current Balance Sheet
5. Operating Budget
6. Certificate of Liability Insurance Concerning Property and Liability Insurance for Common Areas and Facilities
7. Any Governmental Notices of Health or Housing Code Violations (None)

Questions, please call Crescent Real Estate Group at 972-296-9400

Crescent Real Estate Group
400 North Main Street | Duncanville TX 75116
Phone: 972-296-9400 | Email: Info@CrescentRealEstateGroup.com

NOTICE OF MEMBERSHIP IN A MANDATORY HOMEOWNER'S ASSOCIATION
OWNER INFROMATION AND HOA DOCUMENT ACKNOWLEDGMENT

Please return this form completed with the buyer's information.

_____
Property Address Street / City / State / Zip

_____
Mailing Address (if different) Street / City / State / Zip

_____
Owner Name

_____
Owner Home Phone *Owner Cell Phone*

_____
Owner Email Address *Owner Alternative Email Address*

As purchaser of property in this community, you are obligated to be a member of a homeowner's association. Restrictive covenants governing the use and occupancy of the property and a dedicatory instrument governing the establishment, maintenance and operation of this residential community have been recorded in the real property records of the county. As a member of the homeowner's association you are obligated to pay annual assessments to the association. Failure to timely pay assessment will result in late fees accruing at $25.00 per month. The amount of the assessments are subject to change. Your failure to pay could result in a lien on and possible foreclosure of your property.

_____ I understand I am now in a mandatory homeowner's association and I am responsible for payment of yearly assessments.

_____ I have received the by-laws, covenants and restrictions and related documents regarding the association at closing.

_____
Signature of Owner *Date*

Crescent Real Estate Group
400 North Main Street | Duncanville TX 75116
Phone: 972-296-9400 | Email: Info@CrescentRealEstateGroup.com