Electronically Recorded **Tarrant County**
Official Public Records 12/9/2013 1:37 PM **D213309980**
Mary Louise Garcia PGS 39 $168.00
Mary Louise Garcia Submitter: XEROX COMMERCIAL SOLUTIONS

NOTICE OF FILING OF DEDICATORY INSTRUMENTS FOR THE WATERFRONT

[Articles; Bylaws; Bylaw Amendment to Reduce Quorum; Legislative Policies]

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

THIS NOTICE OF FILING OF DEDICATORY INSTRUMENTS FOR THE WATERFRONT (this "Notice") is made this 7th day of December 2013, by The WaterFront Homeowners Association, Inc. (the "Association").

WITNESSETH:

WHEREAS, on or about December 19, 1997, The Estates of Eagle Mountain, Ltd. ("Declarant") recorded an instrument entitled "Declaration of Covenants, Conditions and Restrictions for The Waterfront" as Instrument No. D197233826 at Volume 13016, Page 0476 *et seq.* of the Real Property Records of Tarrant County, Texas (the "Declaration"); and

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

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

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

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

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

IN WITNESS WHEREOF, the Association has caused this Notice to be executed by its duly authorized agent as of the date first above written.

THE WATERFRONT HOMEOWNERS ASSOCIATION, INC.

By: Cecilia Gratton

Its: Secretary

ACKNOWLEDGMENT

STATE OF TEXAS §
§
COUNTY OF Tarrant §

BEFORE ME, the undersigned authority, on this day personally appeared Cecilia C. Gratton, Secretary of The WaterFront Homeowners Association, Inc., known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that (s)he executed the same for the purposes and consideration therein expressed on behalf of said corporation.

SUBSCRIBED AND SWORN TO BEFORE ME on this 11th day of January 2013.

NAOMI L. ORTIZ
NOTARY PUBLIC
STATE OF TEXAS
My Comm. Exp. 04-24-2017

Notary Public, State of Texas

4-24-2017
My Commission Expires

AFTER RECORDING, RETURN TO:
Riddle & Williams, P.C.
3710 Rawlins, Suite 1400
Dallas, Texas 75219

g/not ded/WaterFront notice

Exhibit "A"

A-1 Certificate of Incorporation and Articles of Incorporation

A-2 Bylaws of The WaterFront Homeowners Association, Inc.

A-3 First Amendment to the Bylaws of The WaterFront Homeowners Association, Inc.

A-4 Document Retention Policy

A-5 Document Inspection and Copying Policy

A-6 Alternative Payment Plan Policy

The State of Texas

Secretary of State

CERTIFICATE OF INCORPORATION

OF

THE WATERFRONT HOMEOWNERS ASSOCIATION, INC.
CHARTER NUMBER 01476351

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

ACCORDINGLY, THE UNDERSIGNED, AS SECRETARY OF STATE, AND BY VIRTUE OF THE AUTHORITY VESTED IN THE SECRETARY BY LAW, HEREBY ISSUES THIS CERTIFICATE OF INCORPORATION.

ISSUANCE OF THIS CERTIFICATE OF INCORPORATION DOES NOT AUTHORIZE THE USE OF A CORPORATE NAME IN THIS STATE IN VIOLATION OF THE RIGHTS OF ANOTHER UNDER THE FEDERAL TRADEMARK ACT OF 1946, THE TEXAS TRADEMARK LAW, THE ASSUMED BUSINESS OR PROFESSIONAL NAME ACT OR THE COMMON LAW.

DATED JAN. 28, 1998

EFFECTIVE JAN. 28, 1998

Roberto R. Gonzales, Secretary of State

EXHIBIT
A-1

ARTICLES OF INCORPORATION
OF
THE WATERFRONT HOMEOWNERS ASSOCIATION, INC.

I, THE UNDERSIGNED natural person of the age of eighteen years or more, acting as the incorporator of a corporation under the Texas Non-Profit Corporation Act, do hereby adopt the following as Articles of Incorporation for such corporation:

1. Name. The name of the corporation is The WaterFront Homeowners Association, Inc. (the "Association").

2. Non-Profit. The Association is a non-profit corporation.

3. Duration. The period of the Association's duration is perpetual.

4. Purpose. The purpose or purposes for which the Association is organized are:

(a) To provide for the maintenance, preservation and architectural control of the real property described in that certain Declaration of Covenants, Conditions and Restrictions for The WaterFront (as the same may hereafter be amended, the "Declaration"), recorded in Volume 13016, Page 0476, of the Deed Records of Tarrant County, Texas, said property, together with any other property made subject to the Declaration in accordance with the terms thereof, referred to in the Declaration and herein as the "Property";

(b) To exercise all of the powers and privileges and to perform all of the duties and obligations of the Association as set forth from time to time in the Bylaws of the Association ("Bylaws") or in the Declaration;

(c) To fix, levy, collect and enforce payment by any lawful means, all charges or assessments pursuant to the terms of the Declaration;

(d) To pay all expenses in connection with the duties of, and all office, personnel, and other expenses incident to the conduct of the business of, the Association, including all licenses, taxes or governmental charges levied or imposed against the property by the Association;

(e) To acquire (by gift, purchase or otherwise), own, hold, improve, build upon, operate, maintain, convey, sell, lease, transfer, dedicate for public use or otherwise dispose of real or personal property in connection with the affairs of the Association;

(f) To borrow money, under the discretion of the Board of Directors of the Association as set forth from time to time in the Bylaws, as the Board deems necessary and in the best interest of the Association;

(g) To dedicate, sell or transfer any part of the Common Area (as defined in the Declaration) to any public agency, authority, or utility for any service to any property subject to the Declaration, in accordance with the terms and provisions of the Declaration; and,

(h) To have and to exercise any and all powers, rights and privileges which a corporation organized under the Texas Non-Profit Corporation Act by law may now or hereafter have or exercise

The aforesaid statement of purposes shall be construed as a statement of both purposes and of power and shall be broadly construed to effectuate its intent.

5. **Members.** Every person or entity who is a record owner of a fee simple interest, or an undivided fee simple interest, in any Lot (as that term is defined in the Declaration) shall be a Member (as that term is defined in the Bylaws and in the Declaration) of the Association. The foregoing is not intended to include persons or entities who hold an interest merely as security for the performance of an obligation Membership shall be appurtenant to and may not be separated from ownership of any Lot which is subject to assessment by the Association

6. **Voting Rights.** Voting rights of Members are explained and described in the Bylaws and in the Declaration. Cumulative voting in the election of members of the Board of Directors or in other exercises of the right to vote is prohibited

7. **Board of Directors.** The affairs of this Association shall be managed by a board of directors ("Board of Directors"), composed of three (3) directors ("Directors") who need not be Members of the Association The number of Directors may be changed by amendment of the Bylaws. The names and addresses of the persons who are to act in the capacity of the initial Directors are set forth in Section 8 of these Articles of Incorporation hereinbelow.

8. **Initial Board of Directors.** The number of Directors constituting the initial Board of Directors of the Association is three (3), and the names and addresses of the persons who are to serve as the initial Directors are:

NAME	ADDRESS
Gary J. Baker	513 Straus Road, Suite A Cedar Hill, Texas 75104
Deborra L. Baker	513 Straus Road, Suite A Cedar Hill, Texas 75104
Emil P Stewart	513 Straus Road, Suite A Cedar Hill, Texas 75104

9. **Amendments.** Amendment, repeal or alteration of these Articles of Incorporation shall require the consent of Members as set forth in the Bylaws or the Declaration.

10. **Limitation of Liability of Directors.** Directors of the Association shall not be liable to the Association or its members for monetary damages for an act or omission in the director's capacity as a director, except that this provision shall not eliminate or limit liability for an act or omission for which the liability of a director is expressly provided by statute

11. **Registered Agent and Registered Office Address.** The street address of the initial registered office of the Association is 7557 Rambler Road, Suite 932, Dallas, Texas 75231-4166, and the name of the Association's initial registered agent at such address is Axley & Hargrove, a professional corporation

12. **Incorporator.** The name and street address of the incorporator is Axley & Hargrove, a professional corporation, 7557 Rambler Road, Suite 932, Dallas, Texas 75231-4166.

EXECUTED January 27, 1998.

Axley & Hargrove,
a professional corporation

By: _____
Kathryn Koons Hargrove, President

BYLAWS
OF
THE WATERFRONT HOMEOWNERS ASSOCIATION, INC.
A TEXAS NON-PROFIT CORPORATION

EXHIBIT
A-2

TABLE OF CONTENTS

BYLAWS
OF
THE WATERFRONT HOMEOWNERS ASSOCIATION, INC.
A TEXAS NON-PROFIT CORPORATION

ARTICLE I
NAME AND LOCATION

The name of the association is The WaterFront Homeowners Association, Inc. (the "Association"). The Association is a nonprofit corporation organized under the Texas Non-Profit Corporation Act. The principal office of the Association shall be located at 513 Straus Road, Suite A, Cedar Hill, Texas 75104, but meetings of Members and directors may be held at such places within or without the State of Texas as may be designated by the Board of Directors.

ARTICLE II
PURPOSE AND PARTIES

Section 2.01. Purpose. The purpose for which the Association is formed is to govern that certain real property situated in Tarrant County, Texas, described in that certain Declaration of Covenants, Conditions and Restrictions for The WaterFront (as the same may hereafter be amended, the "Declaration"), recorded in Volume 13016, Page 0476 et seq., of the Deed Records of Tarrant County, Texas, said property, together with any other property hereafter made subject to the terms of the Declaration in accordance with the terms thereof, referred to in the Declaration and herein as the "Property."

Section 2.02. Parties. All present or future Owners, tenants or future tenants of any Lot, or any other person who might use in any manner the facilities of the Property are subject to the provisions and the regulations set forth in these Bylaws. The mere acquisition, lease or rental of any Lot, or the mere act of occupancy of a Lot, by any person or entity will signify that these Bylaws are accepted, approved, ratified, and will be complied with by such person or entity.

ARTICLE III
DEFINITIONS

The definitions contained in the Declaration are incorporated herein by reference.

ARTICLE IV
MEMBERSHIP AND VOTING RIGHTS

Section 4.01. Membership. Each and every Owner shall automatically be a Member of the Association without the necessity of any further action on the part of such Owner, subject to the terms of the Declaration, the Articles of Incorporation, these Bylaws, and the rules and regulations from time to time promulgated by the Association. Membership in the Association ("Membership") shall be

appurtenant to and shall run with the Property interest which qualifies the Owner for Membership, and may not be separated from the interest of such Owner in and to any portion of the Property. Ownership of any portion of the Property shall be the sole qualification for being a Member; provided, however, that a Member's voting rights, as herein described, or privileges in the common area, or both, may be regulated or suspended as provided in the Declaration, these Bylaws, and/or the rules and regulations promulgated thereunder. Persons or entities shall be Members by reason of ownership of land dedicated and accepted by the local public authority and devoted to public use or Common Areas and such land shall be owned subject to all of the terms and provisions of the Declaration except that: (i) ownership of land devoted to purposes described in this sentence shall not create any votes in the Members owning such land, and (ii) such nonvoting Members shall not be required to pay any assessments other than special individual assessments as described and authorized in the Declaration. No person or entity shall be a Member by reason of ownership of any easement, right-of-way, or mineral interest. In addition, any person or entity that holds an interest in and to all or any part of the Property merely as security for the performance of an obligation shall not be a Member.

Section 4.02. Transfer. Membership may not be severed from ownership of any portion of the Property nor may Membership in any way be transferred, pledged, mortgaged or alienated except upon the sale or assignment of the Owner's interest in all or any part of the Property and then only to the purchaser or assignee as the new Owner thereof. Membership shall not be severed by the encumbrance by an Owner of all or any part of the Property. Any attempt to make a prohibited severance, transfer, pledge, mortgage or alienation shall be void and of no further force or effect, and will be so reflected upon the books and records of the Association. Any transfer of the fee title to a Lot, or to a tract or parcel of real estate out of or a part of the Property, shall automatically operate to transfer Membership to the new Owner thereof. In the event an Owner should fail or refuse to transfer the Membership registered in such Owner's name to the transferee, the Association shall have the right to record the transfer upon its books and records.

Section 4.03. Voting Rights. The right to cast votes, and the number of votes which may be cast, for election of Members to the Board of Directors of the Association and on all other matters to be voted on by the Owners pursuant to the Declaration or these Bylaws shall be calculated as follows:

(a) The Owner (excluding Declarant) of each Lot within the Property shall have one vote for each Lot so owned.

(b) For every Lot owned by Declarant, Declarant shall have twelve (12) votes for each of Declarant's Lots until the Declarant shall no longer own a Lot or Lots. Declarant shall have twelve (12) votes for each such Lot, including for each Lot that is ever added to the Property in the Declaration according to the provisions of Article 2.02 of the Declaration. Further, in the event that the current and future plats of the Property create more or less Lots than contemplated, Declarant shall have twelve (12) votes for each Lot owned by Declarant from and after the dates such Lots are added to the Declaration until Declarant sells said Lots to a party other than an assignee of Declarant rights. Also, should Declarant add property to the Declaration pursuant to Section 2.02 of the Declaration, Declarant shall always have twelve (12) votes for each Lot owned by Declarant, whether or not all other Lots owned by Declarant at the time property is added pursuant to Section 2.02 of the Declaration were previously sold before said property is added. Notwithstanding anything to the contrary in the Restrictions, if at any time prior to

December 31, 2007, Declarant shall have sold all its Lots in the Property, but still contemplates adding additional lots pursuant to Section 2.02 of the Declaration, Declarant shall retain all rights of Declarant set forth in the Restrictions. Declarant shall not lose its Declarant status except pursuant to Section 9.05 or 9.08 of the Declaration.

Section 4.04. Multiple Owner Votes. Where there are multiple Owners of a Lot it is not intended by any provision of the Declaration or these Bylaws that each of said Owners shall be entitled to cast the votes allocated to such Lot nor may fractional votes be cast. For example, where three persons own a Lot, they shall jointly be entitled to vote the one vote allocated to such Lot and shall not be entitled to cast a full vote each. When more than one person or entity owns the interest or interests in and to any Lot, as required for Membership in the Association, each and every person or entity shall be a Member, and the vote for any such Lot shall be exercised as they, among themselves, collectively determine and they shall designate one person to cast the vote or execute a written consent, as applicable. The Owners of such Lot will notify the Association, in writing, of the person so designated. Such notice will not be valid unless signed by all Owners of such Lot. The Association shall not be required to recognize the vote or written assent of any such multiple Owners except the vote or written assent of the Owner designated in writing executed by all of such multiple Owners and delivered to the Association.

If such Owners are unable to agree among themselves as to how the one vote per Lot shall be cast, such Owners shall forfeit the right to vote on the matter in question. If more than one person or entity purports to exercise the voting rights with respect to any such Lot on any matter in question, none of such votes shall be counted in tabulating the vote on such matter and such votes shall be deemed void.

Section 4.05. Suspension of Voting Rights. The voting rights of any Member may be suspended by the Board for any period during which any assessment levied by the Association remains past due, unless the Member is in good faith contesting the validity or amount of the Assessment. The voting rights of any Member may also be suspended by the Board for a period not to exceed sixty (60) days for an infraction of the rules and regulations set forth in the Declaration.

Section 4.06. Quorum, Notice and Voting Requirements.

(a) Subject to the provisions of Paragraph (d) of this Section, any action taken at a meeting of the Members shall require the assent of the majority of all of the votes of those who are voting in person or by proxy, regardless of class, at a duly called meeting.

(b) The presence at the initial meeting of Members entitled to cast, or of proxies entitled to cast, a majority of the votes of all Owners, regardless of class, shall constitute a quorum for any action except as otherwise provided in the Articles of Incorporation, the Declaration or these Bylaws. If the required quorum is not present or represented at the meeting, one additional meeting may be called, subject to the notice requirements set forth below, and the required quorum at such second meeting shall be one-half (½) of the required quorum at the preceding meeting; provided, however, that no such second meeting shall be held more than thirty (30) days following the first meeting.

(c) Written notice of each meeting of the Members shall be given by, or at the direction of, the secretary or person authorized to call the meeting, by mailing a copy of

such notice, postage prepaid, at least ten (10) but not more than fifty (50) days before such meeting to each Member, addressed to the Member's address last appearing on the books of the Association, or supplied by such Member to the Association for the purpose of notice. Such notice shall specify the place, day and hour of the meeting, and, in the case of a special meeting, the purpose of the meeting.

(d) As an alternative to the procedure set forth above, any action referred to in this Section may be taken without a meeting if a consent in writing, approving of the action to be taken, shall be signed by all Members.

(e) Except as specifically set forth in these Bylaws, notice, voting and quorum requirements for all actions to be taken by the Association shall be consistent with its Articles of Incorporation and the Declaration, as the same may be amended from time to time.

Section 4.07. Annual Meeting. The first annual meeting of the Members shall be held within one (1) year after the date of incorporation of the Association. Thereafter, annual meetings shall be set by the Board so as to occur not later than ninety (90) days after the close of the Association's prior fiscal year. The time and place of all annual meetings shall be determined by the Board. The Board shall give written notice of the place of holding of the meeting to all Members.

Section 4.08. Special Meetings. Special meetings of the Members may be called at any time by the Declarant, by the President, by the Board, or upon the written request for a special meeting from Members who are entitled to vote at least sixty percent (60%) of the outstanding votes of the Members, regardless of class.

Section 4.09. Proxies. At all meetings of Members, each Member may vote in person or by proxy. All proxies shall be in writing and filed with the Secretary before the appointed time of each meeting. Proxies shall be revocable and shall automatically cease upon conveyance by the Member of such Member's Lot, or upon receipt by the Secretary of the Association of notice of the death or judicially declared incompetence of such Member. Unless otherwise provided in the proxy, no proxy shall be valid after the expiration of eleven (11) months from the date thereof unless otherwise provided therein, except that the maximum term of any proxy shall be three (3) years from the date of execution.

Section 4.10. Action Without Meeting By Written Ballot. Any action which may be taken by the Members at a regular or special meeting, other than the election of directors, may be taken without a meeting if done in compliance with relevant provisions of the Texas Business Corporation Act, the Texas Non-Profit Corporation Act, the Texas Miscellaneous Corporation Laws Act, and these Bylaws.

ARTICLE V
BOARD OF DIRECTORS; SELECTION; TERM OF OFFICE

Section 5.01. Number. The affairs of this Association shall be managed by a Board of not less than three (3) directors (herein, the "**Board**"), all of whom, except for the members of the first Board, must be Owners or, where such Owner is not an individual person, an officer, director, shareholder, partner or representative of an Owner. The number of directors may be changed by amendment of these

Bylaws, but may not be less than three directors. The members of the initial Board or their successors, shall serve until the first annual meeting of the Members.

Section 5.02. Term of Office. At the first meeting, the Members, voting regardless of class, shall elect two (2) directors for a term of one (1) year each and one (1) director for a term of two (2) years. At each annual meeting thereafter, the Members, voting regardless of class, shall elect to replace those directors whose terms have expired. With the exception of the two directors elected at the first meeting to serve for a term of one year, all directors shall serve for a term of two (2) years.

Section 5.03. Removal. The entire Board may be removed from office, with or without cause, by a vote of Members holding a majority of the votes. Any individual director may be removed from the Board, with or without cause, prior to the expiration of such director's term of office by a vote of Members holding a majority of the votes.

Section 5.04. Vacancies. Vacancies on the Board shall be filled subject to the following provisions:

(a) Vacancies by Death or Resignation. In the event of the death or resignation of a director, a successor director shall be selected by a majority of the remaining members of the Board and shall serve for the unexpired term of such director.

(b) Vacancies by Removal. Vacancies created by the removal of a director shall be filled only by a vote of Members holding a majority of the votes. Such director shall serve for the unexpired term of the removed director.

(c) Vacancies by Increase in Directorships. Any vacancy to be filled by reason of an increase in the number of directors shall be filled by election at an annual meeting or at a special meeting of Members called for that purpose.

Section 5.05. Indemnification of Officers and Directors. The Association shall indemnify directors, officers, employees and agents of the Association to the extent required and permitted by the Texas Non-Profit Corporation Act, as the same may hereafter be amended from time to time. The Association may purchase and maintain insurance on behalf of any director or officer or may enter into other arrangements, such as creating a trust fund, establishing a form of self-insurance, or establishing a letter of credit, guaranty or surety arrangement, in connection with indemnification of directors and officers; provided, however, that in no event shall the grant of a security interest or other lien on the assets of the Association ever be given to secure an indemnity obligation under this Section 5.05.

Section 5.06. Compensation and Loans. No director shall receive compensation for any service such director may render to the Association. However, directors shall be reimbursed for actual expenses incurred in the performance of their duties of office. No loans may be made by the Association to any officer or director of the Association.

Section 5.07. Action Without Meeting and Telephone Meetings. The directors shall have the right to take any action in the absence of a meeting which they could take at a meeting by obtaining the written approval of all the directors. Any action so approved shall have the same effect as though taken at a meeting of the directors. The Board may hold duly called meetings between directors by conference,

telephone or other similar communications equipment by means of which all participants in the meeting can hear each other.

ARTICLE VI
NOMINATION AND ELECTION OF DIRECTORS

Section 6.01. Nominations. Nominations for election to the Board shall be made by a Nominating Committee. Nominations may also be made from the floor at the annual meeting. The Nominating Committee shall consist of a Chairman, who shall be a member of the Board, and two or more Members. The Nominating Committee shall be appointed by the Board not less than thirty (30) days prior to each annual meeting of the Members, to serve from the close of such annual meeting until the close of the next annual meeting and such appointment shall be announced at each annual meeting. The Nominating Committee shall make as many nominations for election to the Board as it in its discretion shall determine, but not less than the number of vacancies that are to be filled. Such nominations must be made from Owners or, where such Owner is not an individual person, an officer, director, shareholder, partner or representative of an Owner.

Section 6.02. Election of Board. The initial Board shall be set forth in the Articles of Incorporation of the Association. The first election of the Board shall be conducted at the first meeting of the Association. All positions on the Board shall be filled at that election. Thereafter, directors shall be elected by Members at the annual meeting. At such elections the Members or their proxies may cast, in respect to each vacancy, as many votes as they are entitled to exercise under the provisions of the Declaration. The persons receiving the largest number of votes shall be elected. Cumulative voting is not permitted.

ARTICLE VII
MEETINGS OF DIRECTORS

Section 7.01. Regular Meetings. Regular meetings of the Board shall be held quarter-annually at such place within or without the State of Texas, and at such hour, as may be fixed from time to time by resolution of the Board. If the meeting date falls upon a Saturday, Sunday or legal holiday, then that meeting shall be held at the same time on the next day which is not a Saturday, Sunday or legal holiday. Notice of the agenda and place of meeting shall be delivered either personally, by mail, by telephone, telegraph or facsimile communication equipment to the Board members not less than four (4) days prior to the meeting. However, notice of a meeting need not be given to Board members who have signed a waiver of notice or a written consent to the holding of the meeting. Attendance in person at a meeting, except where such director attends for the express purpose of objecting to the transaction of any business on the ground that the meeting is not lawfully called or convened, shall constitute waiver of notice and such director's consent to the holding of said meeting. Participation by a director in a meeting by telephone or similar communication equipment shall constitute waiver of notice and attendance in person at such meeting.

Section 7.02. Special Meetings. Special meetings of the Board shall be held when called by written notice signed by the President or by any two (2) directors other than the President. The notice shall specify the time and place of the meeting and the nature of any special business to be considered. The

notice shall be sent to all directors by mail not less than three (3) days prior to the scheduled time of the meeting, provided that notice of the meeting need not be given to Board members who have signed a waiver of notice or a written consent to the holding of the meeting. An officer of the Association shall make reasonable efforts to notify all directors of the meeting by telephone. Attendance in person at a meeting, except where such director attends for the express purpose of objecting to the transaction of any business on the ground that the meeting is not lawfully called or convened, shall constitute waiver of notice and such director's consent to the holding of said meeting. Participation by a director in a meeting by telephone or similar communication equipment shall constitute waiver of notice and attendance in person at such meeting.

Section 7.03. Quorum. A majority of the total number of directors constituting the Board shall constitute a quorum for the transaction of business. Every act performed or decision made by a majority of the directors present at a duly held meeting at which a quorum is present shall be regarded as the act of the Board.

Section 7.04. Open Meetings. All meetings of the Board shall be open to all Members, but Members other than directors may not participate in any discussion or deliberation unless expressly so authorized by a majority of a quorum of the Board.

Section 7.05. Executive Session. The Board may, with approval of a majority of a quorum, adjourn a meeting and reconvene in executive session to discuss and vote upon personnel matters, litigation in which the Association is or may become involved, disciplinary matters, and orders of business of a similar nature. The nature of any and all business to be considered in executive session shall first be announced in open session.

Section 7.06. Action Without Meeting and Telephone Meetings. The Board may take actions without a meeting if all of its members consent in writing to the action to be taken and may hold duly called meetings between directors by conference telephone or other similar communications equipment by means of which all persons participating in the meeting can hear each other. Participation in a meeting shall constitute presence in person at such meeting, except where a person participates in such meeting for the express purpose of objecting to the transaction of any business on the ground that the meeting is not lawfully called or convened. Further, the Board may take actions without a meeting if a consent in writing, setting forth the action to be taken, is signed by a sufficient number of directors as would be necessary to take that action at a meeting at which all of the directors were present and voted. Notice of the taking of any action by directors without a meeting by less than unanimous written consent shall be given to all directors who did not consent in writing to the action within three (3) business days after the written consent of all consenting directors has been obtained. Any action taken by the Board without a meeting shall be done in compliance with relevant provisions of the Texas Business Corporation Act, the Texas Non-Profit Corporation Act, the Texas Miscellaneous Corporation Laws Act, and these Bylaws.

ARTICLE VIII
GENERAL POWERS AND DUTIES OF THE BOARD OF DIRECTORS

Section 8.01. Powers and Duties. The affairs of the Association shall be conducted by the Board. In addition to the powers and duties enumerated in the Declaration or elsewhere herein, and without

limiting the generality thereof, the Board, for the mutual benefit of the Members, shall have the following powers, exercisable if, as and when the Board, in its sole discretion, deems necessary:

(a) To take such action to enforce the terms and provisions of the Declaration, the Articles of Incorporation and these Bylaws by appropriate means and carry out the obligations of the Association thereunder, including without limitation, the expenditure of funds of the Association, the employment of legal counsel and accounting services, the commencement of legal causes of action, including, without limitation, such litigation as may be necessary to collect Assessments,. Fines and foreclose liens for which provisions are made in the Declaration, the promulgation and enforcement of the Association rules which may include the establishment of a system of fines and/or penalties enforceable as special individual assessments as provided in the Declaration and to enjoin and/or seek legal damages from any Owner for violation of such provisions or rules;

(b) To acquire, own, hold, control, administer, manage, operate, regulate, care for, repair, replace, restore, preserve, protect, buy, sell, lease, transfer, convey, encumber, pledge or otherwise deal in or with real or personal Property (or any interest therein, including easements) which is, or by acquisition by the Association shall thereupon become Common Areas, and all facilities, improvements and landscaping thereon, subject to and in accordance with the provisions of the Declaration;

(c) To contract for and maintain such policy or policies of insurance as may be required by the Declaration or as the Board deems necessary or desirable in furthering the purposes of and protecting the interest of the Association and its Members;

(d) To enter into contracts for legal and accounting services, maintain one or more bank accounts, and generally, to have the powers necessary or incidental to the operation and management of the Association and the Common Area;

(e) To borrow such money as may be reasonably required to discharge and perform the duties, responsibilities and obligations imposed upon the Association pursuant to the Declaration and the Restrictions which borrowing may be secured by assignment or pledge of the Association's assets, including the Association's rights against delinquent Owners to the extent deemed advisable by the Board;

(f) To take action to protect or defend the Common Areas or other property of the Association from loss or damage by suit or otherwise and to sue and defend in any court of law on behalf of the Association or one (1) or more of its Members;

(g) To create, establish, maintain and administer such capital expenditure reserves and other reserve funds or accounts as shall, in the discretion of the Board, be reasonably necessary to provide and assure the availability of funds necessary for the care, maintenance, repair, replacement, restoration, preservation and protection of all Common Areas, including all easements and facilities, and for such other purposes as the Board, in its reasonable discretion, deems necessary or appropriate;

(h) To make, establish, promulgate, publish, amend, repeal and reenact and to enforce such Bylaws and other rules and regulations, as the Board deems to be in the best interest of the Association and its Members, for the protection, operation and governance of (i) the use of the Common Areas, (ii) any and all aspects of the Association's functions and (iii) for the development, sale and operation of the Property;.

(i) To keep books and records of the Association's affairs; to make an unaudited annual report available (within one hundred twenty (120) days after the end of each fiscal year) to each Owner and any individual or entity holding a mortgage or deed of trust on any Lot;

(j) To elect the officers of the Association, as provided in these Bylaws;

(k) Subject to terms and provisions of the Declaration, to adjust the amount, collect and use any insurance proceeds to repair damage or replace lost property owned by the Association, and if the proceeds are insufficient to repair damage or replace lost property owned by the Association, to assess the Members in proportionate amounts to cover the deficiency;

(l) To delegate its powers and duties to committees, officers or employees as provided in these Bylaws, employ a manager or other persons and contract with independent contractors or managing agents who have professional experience to perform all or any part of the duties and responsibilities of the Association, provided that any contract with a person or entity appointed as a manager or managing agent shall be terminable with or without cause on not more than ninety (90) days written notice by the Association and shall have a term of not more than one (1) year with successive one (1) year renewal periods upon the mutual agreement of the parties;

(m) To suspend the voting rights of any Owners who have failed to pay their assessments or who have otherwise violated the Declaration, these Bylaws or the rules and regulations of the Association;

(n) To cause to be kept a complete record of all its acts and corporate affairs and to present a statement thereof to the Members at the annual meeting of the Members, or at any special meeting when such statement is requested in writing by twenty-five percent (25%) or more of the outstanding votes of the Members, regardless of class.

(o) To fill vacancies on the Board, in accordance with Section 5.04(a) hereof;

(p) Generally, to have the powers necessary or incidental to the operation and management of the Association and the Common Areas and to provide such other services and tasks the responsibility for which has been expressly or impliedly delegated to the Association pursuant to the Declaration or these Bylaws;

(q) To enter at any time in an emergency, without prior notice, or in a nonemergency, after twenty-four (24) hours' written notice, without being liable to any Owner, upon any Lot and into any Improvement thereon for the purpose of enforcing the Restrictions or for the purpose of maintaining or repairing any area, Improvement or other facility to conform to the Restrictions, and the expense incurred by the Association (or Declarant, as the case may be) in connection with the entry upon any Lot and the maintenance and repair work conducted thereon shall be a personal

obligation of the Owner of the Lot entered upon, shall be a lien upon the Lot entered upon and Improvements thereon, and shall be enforced in the same manner and to the same extent as provided in the Declaration for regular and special Assessments. The Association or Declarant shall have the power and authority from time to time, in its own name and on its own behalf, or in the name of and on behalf of any Owner who consents thereto, to commence and maintain actions and suits to enforce, by mandatory injunction or otherwise, or to restrain and enjoin, any breach or threatened breach of the Restrictions. The Association or Declarant is also authorized to settle claims, enforce liens and take all such action as it may deem necessary or expedient to enforce the Restrictions; provided, however, that the Board shall never be authorized to expend any Association funds for the purpose of bringing suits against Declarant, it successors or assigns;

(r) To pay all expenses associated with the management and administration of the business and affairs of the Association and all other expenses for which provision is made in the Declaration, including, without limitation to pay all expenses associated with the ownership and operation of the Common Areas;

(s) To establish, levy, impose, enforce and collect Assessments as provided in the Declaration;

(t) To advance, promote and enhance the health, safety and general welfare of the Members of the Association and the residents of the Subdivision generally;

(u) To provide public or quasi-public services to be provided to the Subdivision. To itself provide equipment, facilities and personnel for or to contract with an independent contractor for such public or quasi-public services as may be deemed by the Association to be reasonably necessary or desirable for the common health, safety and general welfare of the residents of the Subdivision; and

(v) To preserve, protect, maintain and enhance the appearance and natural beauty of the Common Areas and the Subdivision generally.

ARTICLE IX
OFFICERS AND THEIR DUTIES

Section 9.01. Enumeration of Officers. The officers of the Association shall be as follows:

(a) A President, who shall at all times be a member of the Board;

(b) A Vice President, who shall at all times be a member of the Board;

(c) A Secretary, who may or may not be a member of the Board;

(d) A Treasurer, who may or may not be a member of the Board; and,

(e) Such other officers, who may or may not be members of the Board, as the Board may from time to time by resolution create.

Section 9.02. Multiple Offices. The offices of President and Secretary may not be held by the same person. The functions and the titles of the offices of Treasurer and Vice President may be performed and held by the President and/or the Secretary.

Section 9.03. Election of Officers. At its organizational meeting following the incorporation of the Association, the directors shall elect officers. Thereafter, the election of officers shall take place at the first meeting of the Board following each annual meeting of the Members.

Section 9.04. Term. The officers shall be elected annually by the Board and each shall hold office for one (1) year unless an officer shall sooner resign, be removed, or otherwise become disqualified to serve.

Section 9.05. Special Appointments. The Board may elect such other officers or appoint such other agents as the affairs of the Association may require, each of whom shall hold office for such period, have such authority, and perform such duties as the Board may, from time to time, determine.

Section 9.06. Resignation and Removal. Any officer may be removed from office by the Board with or without cause. Any officer may resign at any time by giving written notice to the Board, the President or the Secretary. Such resignation shall take effect on the date of receipt of such notice or at any later time specified therein, and unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

Section 9.07. Vacancies. A vacancy in any office may be filled by appointment by the Board. The officer appointed to such vacancy shall serve for the remainder of the term of the replaced officer.

Section 9.08. Duties. The duties of the officers are as follows:

(a) President. The President shall (i) preside at all meetings of the Board; (ii) see that orders and resolutions of the Board are carried out; (iii) sign all leases, mortgages, deeds and other written instruments; provided, however, that any duly authorized officer may sign checks and promissory notes; and (iv) perform such other duties as may be required by the Board.

(b) Vice President. The Vice President shall (i) act in the place and stead of the President in the event of the President's absence, inability or refusal to act; and (ii) exercise and discharge such other duties as may be required by the Board.

(c) Secretary. The Secretary shall (i) record the votes and keep the minutes of all meetings and proceedings of the Board and of the Members; (ii) keep the corporate seal; of the Association and affix it on all papers requiring said seal, (iii) serve notice of meetings of the Board and of the Members; (iv) keep appropriate current records showing the Members of the Association together with their addresses; and (v) perform such other duties as required by the Board.

(d) Treasurer. The Treasurer shall (i) receive and deposit in appropriate bank accounts all monies of the Association; (il) disburse such funds as directed by resolution

of the Board; (iii) maintain the financial records of the Association; and (iv) perform such other duties of a similar nature as may be required by the Board.

ARTICLE X
COMMITTEES

If permitted by the Declaration, The Board and/or the Declarant shall appoint an Architectural Control Committee, as provided in the Declaration. The provisions of the Declaration specifically setting forth the rights, duties, obligations, responsibilities and liabilities of the Architectural Control Committee and its members shall control the functions of the Architectural Control Committee. In addition, the Board shall appoint other committees as deemed appropriate in carrying out its purpose.

ARTICLE XI
CORPORATE SEAL

The Association shall have a seal in circular form having within its circumference the name of the Association.

ARTICLE XII
BOOKS AND RECORDS

Section 12.01. Inspection by Members. The Membership register, books of account and minutes of meetings of the Members, of the Board and of committees shall be made available for inspection and copying by any Member or by the Member's appointed representative, at any reasonable time and for a purpose reasonably related to the Member's interest, at the office of the Association or at such other place as the Board may designate.

Section 12.02. Rules for Inspection. The Board shall establish reasonable rules with respect to:

(a) Notice to be given to the custodian of the records by the Member desiring to make the inspection;

(b) Hours and days of the week when such an inspection may be made; and,

(c) Payment of the cost of reproducing copies of requested documents.

Section 12.03. Inspection by Directors. Every director shall have the absolute right at any reasonable time to inspect all books, records, and documents of the Association and the physical property owned by the Association. The rights of inspection by a director includes the right to make extra copies of documents.

ARTICLE XIII
ASSESSMENTS

The provisions of the Declaration specifically setting forth the rights, obligations and liabilities of the Association and its Members relative to the levy, collection and use of assessments are incorporated herein by reference for all purposes.

ARTICLE XIV
AMENDMENTS

These Bylaws or the Articles of Incorporation may be amended by the Declarant, acting alone and whether or not Declarant has voting control of the Association, until December 31, 2007, and thereafter for so long as Declarant holds sixty percent (60%) of the eligible votes of the Association. After December 31, 2007, if Declarant no longer holds at least sixty percent (60%) of the eligible votes of the Association, these Bylaws and the Articles may be amended at a regular or special meeting of the Members by a vote (in person or by proxy) or written consent, as provided in Section 4.06 of these Bylaws, of at least sixty percent (60%) of the number of eligible votes entitled to be cast in the Association.

ARTICLE XV
MISCELLANEOUS

Section 15.01. Fiscal Year. The fiscal year of the Association shall begin on the first day of January and end on the 31st day of December of every year, except that the first fiscal year shall begin on the date of incorporation of the Association.

Section 15.02. Interpretation. In the case of any conflict between the Articles of Incorporation and these Bylaws, the Articles shall control; in the case of any conflict between the Declaration and these Bylaws, the Declaration shall control; and in the case of any conflict between the Declaration and the laws of the State of Texas governing nonprofit corporations, the laws of the State of Texas shall control; provided, however, to the extent reasonably practical, the Articles of Incorporation, Bylaws and Declaration shall be construed and interpreted together as consistent and nonconflicting documents, such being the intent thereof.

ARTICLE XIII
ASSESSMENTS

The provisions of the Declaration specifically setting forth the rights, obligations and liabilities of the Association and its Members relative to the levy, collection and use of assessments are incorporated herein by reference for all purposes.

ARTICLE XIV
AMENDMENTS

These Bylaws or the Articles of Incorporation may be amended by the Declarant, acting alone and whether or not Declarant has voting control of the Association, until December 31, 2007, and thereafter for so long as Declarant holds sixty percent (60%) of the eligible votes of the Association. After December 31, 2007, if Declarant no longer holds at least sixty percent (60%) of the eligible votes of the Association, these Bylaws and the Articles may be amended at a regular or special meeting of the Members by a vote (in person or by proxy) or written consent, as provided in Section 4.06 of these Bylaws, of at least sixty percent (60%) of the number of eligible votes entitled to be cast in the Association.

ARTICLE XV
MISCELLANEOUS

Section 15.01. Fiscal Year. The fiscal year of the Association shall begin on the first day of January and end on the 31st day of December of every year, except that the first fiscal year shall begin on the date of incorporation of the Association.

Section 15.02. Interpretation. In the case of any conflict between the Articles of Incorporation and these Bylaws, the Articles shall control; in the case of any conflict between the Declaration and these Bylaws, the Declaration shall control; and in the case of any conflict between the Declaration and the laws of the State of Texas governing nonprofit corporations, the laws of the State of Texas shall control; provided, however, to the extent reasonably practical, the Articles of Incorporation, Bylaws and Declaration shall be construed and interpreted together as consistent and nonconflicting documents, such being the intent thereof.

CERTIFICATION

I, the undersigned, am the duly elected and acting Secretary of The Waterfront Homeowners Association, Inc., a nonprofit corporation, and I do hereby certify that the within and foregoing Bylaws were adopted as the Bylaws of said corporation as of the 28th day of January, 1998, that the same do now constitute the Bylaws of said corporation, and that they have not been modified, amended nor rescinded.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed the seal of said corporation as of this 28th day of January, 1998.

Lin Wrightson, Secretary

FIRST AMENDMENT
TO THE
BYLAWS OF THE WATERFRONT HOMEOWNERS ASSOCIATION, INC.
[To Reduce Quorum]

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

This **FIRST AMENDMENT TO THE BYLAWS OF THE WATERFRONT HOMEOWNERS ASSOCIATION, INC.** (this "First Amendment") is adopted by The WaterFront Homeowners Association, Inc., a Texas non-profit corporation (the "Association") as of the 4 day of February, 2013.

WITNESSETH:

WHEREAS, The Estates of Eagle Mountain, Ltd. ("Declarant") recorded an instrument entitled Declaration of Covenants, Conditions and Restrictions for The Waterfront on or about December 19, 1997, as Instrument No. D197233826 at Volume 13016, Page 0476 *et seq.* of the Real Property Records, Tarrant County, Texas (the "Declaration"); and

WHEREAS, the Bylaws of The WaterFront Homeowners Association, Inc. were adopted on or about January 28, 1998, by the Board of Directors of the Association (the "Bylaws"); and

WHEREAS, Article XIV of the Bylaws provides for amendment of the Bylaws at a regular or special meeting of the Members by a vote (in person or by proxy) or written consent, of at least sixty percent (60%) of the number of eligible votes entitled to be cast; and

WHEREAS, Section 209.00593 of the Texas Property Code provides that notwithstanding any provision in a dedicatory instrument, any board member whose term has expired must be elected by owners who are members of the property owners association and that the board of a property owners' association may amend the bylaws of the association to provide for elections to be held as required by Section 209.00593(a) of the Texas Property Code; and

WHEREAS, at the annual meeting of the Association held on June 13, 2012, more than 60% of Members entitled to vote approved an amendment to lower to quorum requirements for owners' meetings set out in the Bylaws; and

WHEREAS, pursuant to Section 209.00593 of the Texas Property Code, the Board of Directors of the Association adopted an additional amendment to the Bylaws which reduces quorum solely for the purpose of electing directors as required by Section 209.00593(a) of the Texas Property Code.

NOW, THEREFORE, the Bylaws are amended as follows:

EXHIBIT
A-3

1. ***Amend Article IV, Section 4.06 by deleting subsection (b) in its entirety and replacing it with the following:***

(b) The presence, in person, by proxy, or by any other method recognized by Texas law, at a meeting of Members entitled to cast, a majority of the votes of all Owners, regardless of class, shall constitute a quorum for any action except as otherwise provided in the Articles of Incorporation, the Declaration, or these Bylaws. If the required quorum is not present or represented at the meeting, then a majority of the Members who are present at such meeting, in person, by proxy, or by other recognized legal method, may adjourn the meeting and immediately reconvene the meeting without further notice other than announcement at the meeting. At the reconvened meeting, the quorum requirements for such reconvened meeting shall be equal to one-half (1/2) of the quorum requirements for the adjourned meeting (but never less than that permitted by law). If a quorum is present, any business which might have been transacted at the meeting originally called may be transacted.

2. ***Amend Article IV by adding the following subsection (f):***

(f) Quorum for Election of Directors. Notwithstanding any provision to the contrary contained in the Declaration, the Articles of Incorporation or these Bylaws, those Members who are present, in person, by proxy, or by any other method recognized by Texas law, shall constitute a quorum for the sole and only purpose of electing directors to serve on the Board of Directors.

3. Except as modified herein, the Bylaws, as amended, shall remain in full force and effect.

IN WITNESS WHEREOF, the undersigned have caused this instrument to be executed on the 4 day of February, 2013.

THE WATERFRONT HOMEOWNERS ASSOCIATION, INC.

By: David C. Blank

Its: PRESIDENT

STATE OF TEXAS §
§
COUNTY OF TARRANT §

JILL TUCKER
Notary Public, State of Texas
My Commission Expires
October 17, 2016

BEFORE ME, the undersigned authority, a Notary Public in and for said county and state, on this day personally appeared DAVID C. BLANK, President of The WaterFront Homeowners Association, Inc., a Texas non-profit corporation, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that (s)he executed the same for the purposes and consideration therein expressed, in the capacity therein stated and as the act and deed of said corporation.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 4 day of February, 2013.

Jill Tucker
Notary Public in and for the State of Texas

My Commission Expires: 2016

g/bylaws and/first-WaterFront(quorum-directors)

THE WATERFRONT HOMEOWNERS ASSOCIATION, INC.

DOCUMENT RETENTION POLICY

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

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

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

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

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

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

5. Definitions. The definitions contained in the Declaration of Covenants, Conditions and Restrictions for The WaterFront and the Bylaws of The WaterFront Homeowners Association, Inc. are hereby incorporated herein by reference.

EXHIBIT
A-4

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

This is to certify that the foregoing resolution was adopted by the Board of Directors at a meeting of same on November 7, 2014, and has not been modified, rescinded or revoked.

DATE: 11-7-13

Secretary

EXHIBIT A – RECORD RETENTION SCHEDULE

A. GOVERNING DOCUMENTS	
All copies of governing documents including but not limited to the Declaration of Covenants, Conditions, and Restrictions for The WaterFront (the "Declaration"), the Bylaws of The WaterFront Homeowners Association, Inc. (the "Bylaws"), the Articles of Incorporation of The WaterFront Homeowners Association, Inc. (the "Articles"), Design Guidelines, any rules, regulations or resolutions of the Board of Directors, and any amendments and supplements thereto	Permanently
B. FINANCIAL RECORDS	
Financial records, including each year's budget, tax returns, audits of the Association's financial books and records, copies of all bills paid by the Association or to be paid, the Association's checkbooks and check registers	7 years
C. RECORDS OF OWNERS' ACCOUNTS	
Owners' account records, including assessment account ledgers, architectural review records, violation records, records of fines and any disputes from the owner	5 years
D. CONTRACTS	
Copies of the final, executed contracts with a term of 1 year or more entered into by the Association (and any related correspondence, including any proposal that resulted in the contract and all other supportive documentation)	4 years after expiration or termination
E. MEETING MINUTES	
Minutes of Annual and Special Meetings of the Members, minutes of Board meetings, and minutes of committee meetings (if any)	7 years

THE WATERFRONT HOMEOWNERS ASSOCIATION, INC.

DOCUMENT INSPECTION AND COPYING POLICY

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

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

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

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

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

4. Requests for Inspection or Copying. The Requesting Party seeking to inspect or copy the Association's books and records must submit a written request via certified mail to the Association at the mailing address of the Association or its managing agent as reflected on the

EXHIBIT A 5

Association's current management certificate. This address is subject to change upon notice to the owners, but the Association's current mailing address as of the adoption of this policy is:

The WaterFront Homeowners Association, Inc.
c/o Watermark Real Estate Group and Association Management Co.
3523 McKinney Avenue, Suite 214
Dallas, Texas 75204

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

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

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

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

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

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

(a) Copy charges.

(1) Standard paper copy. The charge for standard paper copies reproduced by means of an office machine copier or a computer printer is $0.10 per page or part of a page. Each side that contains recorded information is considered a page.

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

(A) Diskette--$ 1.00;

(B) Magnetic tape--actual cost

(C) Data cartridge--actual cost;

(D) Tape cartridge--actual cost;

(E) Rewritable CD (CD-RW)--$ 1.00;

(F) Non-rewritable CD (CD-R)--$ 1.00;

(G) Digital video disc (DVD)--$ 3.00;

(H) JAZ drive--actual cost;

(I) Other electronic media--actual cost;

(J) VHS video cassette--$ 2.50;

(K) Audio cassette--$ 1.00;

(L) Oversize paper copy (e.g.: 11 inches by 17 inches, greenbar, bluebar, not including maps and photographs using specialty paper)--$0.50;

(M) Specialty paper (e.g.: Mylar, blueprint, blueline, map, photographic)--actual cost.

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

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

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

(3) If the charge for providing a copy of information includes costs of labor, the Requesting Party may require that the Association provide a written statement as to the amount of time that was required to produce

and provide the copy, signed by an officer of the Association. A charge may not be imposed for providing the written statement to the requestor.

(c) Overhead charge.

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

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

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

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

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

9. Definitions. The definitions contained in the governing documents are hereby incorporated herein by reference.

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

This is to certify that the foregoing resolution was adopted by the Board of Directors at a meeting of same on December 7th 2013, and has not been modified, rescinded or revoked.

DATE: 11-7-13

Cecilia Gatto
Secretary

THE WATERFRONT HOMEOWNERS ASSOCIATION, INC.

ALTERNATIVE PAYMENT PLAN POLICY

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

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

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

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

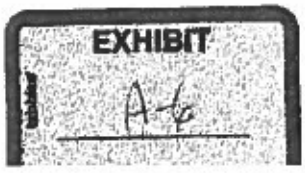
a) The owner must currently be delinquent in the payment of regular assessments, special assessments, or any other amounts owed to the Association;

b) The Owner must not have defaulted on a prior payment plan within the prior two year period; and

c) The Owner must submit a signed payment plan as defined below, along with the Owner's initial payment to the address designated by the Association for correspondence.

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

a) Requirements of Payment Plan Request. Within 30 days of the date of the initial letter which informs the owner of the availability of a payment plan, an owner must submit a signed acceptance of the payment plan schedule described below to the The WaterFront Homeowners Association, Inc..



b) Term. The term of the payment plan or schedule is 12 months months and the Owner must make an initial payment of twenty-five percent (25%) of the total amount owed and remaining payments in equal monthly installments.

c) Date of Partial Payments under Plan. The Owner must submit the first monthly installment payment under the plan contemporaneously with submission of the Owner's payment plan agreement which must be signed by the Owner. The Owner must make all additional monthly installments under the payment plan so that the payments are received by the Association no later than the first (1st) day of each month. The Owner may pay off, in full, the balance under the payment plan at any time. All payments must be received by the Association at the Association's designated mailing address or lock box for all payments. Payments may be made through auto draft bill payment, in check or certified funds, or by credit card (to the extent the Association is set up to receive payment by credit card).

d) Correspondence. Any correspondence to the Association regarding the amount owed, the payment plan, or such similar correspondence must be sent to the address designated by the Association for correspondence. Such correspondence shall not be included with an Owner's payment.

e) Amounts Coming Due During Plan. Owners are responsible for remaining current on all assessments and other charges coming due during the duration of the Owner's payment plan and must, therefore, timely submit payment to the Association for any amounts coming due during the duration of the Owner's payment plan.

f) Additional Charges. An Owner's balance owed to the Association shall not accrue late fees or other monetary penalties (except interest) while such Owner is in compliance with a payment plan under the Association's alternate payment plan schedule. Owners in a payment plan are responsible for reasonable costs associated with administering the plan, and for interest on the unpaid balance, calculated at the highest rate allowed by the governing documents or by law. The costs of administering the plan and interest shall be included in calculating the total amount owed under the payment plan and will be included in the payment obligation. The costs of administering the payment plan may include a reasonable charge for preparation and creation of the plan, as well as a monthly monitoring fee of no less than $5.00 per month.

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

guidelines nor authorize an owner to be granted a payment plan which differs from the one herein provided.

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

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

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

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

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

This is to certify that the foregoing resolution was adopted by the Board of Directors at a meeting of same on December 2, 2014, and has not been modified, rescinded or revoked.

DATE: 11-7-13

Secretary