

**Documents For
Marine Creek
Meadows
Homeowners
Association, Inc.**

Articles of Incorporation

ARTICLES OF INCORPORATION
OF

MARINE CREEK MEADOWS HOMEOWNERS ASSOCIATION, INC.

A Texas Nonprofit Corporation

FILED
In the Office of the
Secretary of State of Texas
JUL 12 1999

Corporations Section

I, the undersigned natural person over the age of eighteen (18) years, acting as incorporator of a corporation under the Texas Nonprofit Corporation Act, do hereby adopt the following Articles of Incorporation for the corporation.

ARTICLE 1. PROPERTY HOMEOWNERS ASSOCIATION. The corporation is the "Association" as defined in the Declaration of Covenants, Conditions & Restrictions for Marine Creek Meadows, as recorded in Volume 13834, Page 229 of the Real Property Records of Tarrant County, Texas, as amended from time to time (the "Declaration").

ARTICLE 2. NAME. The name of the Association is Marine Creek Meadows Homeowners Association, Inc .

ARTICLE 3. NONPROFIT. The Association is a nonprofit corporation, organized pursuant to the Nonprofit Corporation Act.

ARTICLE 4. DURATION. The duration of the Association is perpetual.

ARTICLE 5. PURPOSES. The general purposes for which the Association is formed are to exercise the rights and powers and to perform the duties and obligations of the Association, in accordance with the declaration, the bylaws of the Association, and State law, as each may be amended from time to time

ARTICLE 6. POWERS. In furtherance of its purposes, the Association has the following powers which, unless indicated otherwise by these articles, the Declaration, the bylaws, or State law, may be exercised by the board of directors

1. All rights and powers conferred on nonprofit corporations by State law in effect from time to time;
2. All rights and powers conferred on property owners associations by State law, in effect from time to time; and

3. All powers necessary, appropriate, or advisable to perform any purpose or duty of the Association as set out in these articles, the bylaws, the Declaration, or State law

ARTICLE 7. MEMBERSHIP. The Association is a nonstock membership corporation. The Declaration and bylaws will determine the number and qualifications of members of the Association; any classes of membership; the voting rights and other privileges of membership, and the obligations and liabilities of members. Cumulative voting is not allowed.

ARTICLE 8. MANAGEMENT BY BOARD. The management and affairs of the Association are vested in the board of directors, except for those matters expressly reserved to others in the Declaration and bylaws. The bylaws may determine the number and qualification of directors, the term of office of directors; the methods of electing, removing, and replacing directors; and the methods of holding a board meeting and obtaining consents.

ARTICLE 9. LIMITATIONS ON LIABILITY.

a. Except as provided in Paragraph b below, an officer or director of the Association is not liable to the Association or its members for monetary damages for acts or omissions that occur in the person's capacity as an officer or director, except to the extent a person is found liable for (i) a breach of the officer or director's duty of loyalty to the Association or its members, (ii) an act or omission not in good faith that constitutes a breach of duty of the officer or director to the Association; (iii) an act or omission that involves intentional misconduct or a knowing violation of the law; (iv) a transaction from which the officer or director receives an improper benefit, whether or not the benefit resulted from an action taken within the scope of the person's office; or (v) an act or omission for which the liability of an officer or director is expressly provided by an applicable statute. The liability of officers and directors of the Association may also be limited by the Charitable Immunity and Liability Act of 1987, Chapter 84, Texas Civil Practice and Remedies Code, as amended.

b. The limitation on the liability of an officer or director does not eliminate or modify that person's liability as a member of the Association. The liability of a member arising out of a contract made by the Association, or out of the indemnification of officers or directors, or for damages as a result of injuries arising in connection with the common elements, or for liabilities incurred by the Association, will be limited to the same proportion for which he is liable for common expenses as a member of the Association.

ARTICLE 10. INDEMNIFICATION. Subject to the limitations and requirements of Art. 1396-2.22A of the Nonprofit Corporation Act, the Association will indemnify a person who was, is, or is threatened to be made a named defendant or respondent in a proceeding because the person is or was an officer or director of the Association. Additionally, the Association may

indemnify a person who is or was an employee, trustee, agent, or attorney of the Association, against any liability asserted against him and incurred by him in that capacity and arising out of that capacity.

ARTICLE 11. AMENDMENT OF ARTICLES. These articles may be amended in accordance with the Nonprofit Corporation Act, subject to the following

1. An amendment may not conflict with the Declaration or State law.
2. An amendment may not impair or dilute a right granted to a person by the Declaration, without that person's written consent.
3. Without member approval, the board of directors may adopt amendments permitted by Art 1396-4.02 A (4) of the Nonprofit Corporation Act.

ARTICLE 12. AMENDMENT OF BYLAWS. The bylaws of the Association may be amended or repealed according to the amendment provision of the bylaws, which may reserve those powers to the members, exclusively

ARTICLE 13. DISSOLUTION. The Association may be dissolved only as provided in the Declaration, bylaws, and by State law. On dissolution, the assets of the Association will be distributed in accordance with the Declaration provision for distribution upon termination. If the Declaration has no such provision, then in accordance with applicable law.

ARTICLE 14. ACTION WITHOUT MEETING. Pursuant to Article 1396-9.10 C of the Nonprofit Corporation Act, any action required by the Nonprofit Corporation Act to be taken at a meeting of the members or directors, or any action that may be taken at a meeting of the members or directors or of any committee may be taken without a meeting if a consent in writing, setting forth the action to be taken, is signed by a sufficient number of members, directors, or committee members as would be necessary to take that action at a meeting at which all of the members, directors, or members of the committee were present and voted.

ARTICLE 15. INITIAL BOARD OF DIRECTORS. The initial board consists of three (3) directors who will serve as directors until their successors are elected and qualified, as provided in the bylaws. The name and address of each initial director is as follows:

<u>Name</u>	<u>Address</u>
Mehrdad Moayed	1905 Industrial Boulevard, Colleyville, Texas 76034
Robert Maxey	1905 Industrial Boulevard, Colleyville, Texas 76034
Ross Calhoun	1905 Industrial Boulevard, Colleyville, Texas 76034

ARTICLE 16. INITIAL REGISTERED AGENT. The name of the Association's initial registered agent is Charles S. Brown.

ARTICLE 17. OFFICE OF INITIAL REGISTERED AGENT. The address of its initial registered agent is 2425 E. Southlake Blvd., Suite 150, Southlake, Texas 76092.

ARTICLE 18. INCORPORATOR. The name of the incorporator is Charles S. Brown. The incorporator's address is c/o The Brown Law Firm, L.L.P., 2425 E. Southlake Blvd., Suite 150, Southlake, Texas 76092.

SIGNED this the 9 day of July, 1999.

Charles S. Brown
Charles S. Brown

Bylaws

MARY LOUISE GARCIA

COUNTY CLERK



100 West Weatherford Fort Worth, TX 76196-0401

PHONE (817) 884-1195

MARINE CREEK MEADOWS LP
9001 AIRPORT FWY #450
NORTH RICHLAND HILLS, TX 76180

Submitter: MARINE CREEK MEADOWS LP

DO NOT DESTROY
WARNING - THIS IS PART OF THE OFFICIAL RECORD.

Filed For Registration: 2/19/2014 2:12 PM

Instrument #: D214032925

OPR

4

PGS

\$24.00

By: _____

Mary Louise Garcia

D214032925

ANY PROVISION WHICH RESTRICTS THE SALE, RENTAL OR USE OF THE DESCRIBED REAL PROPERTY
BECAUSE OF COLOR OR RACE IS INVALID AND UNENFORCEABLE UNDER FEDERAL LAW.

**FIRST AMENDMENT TO THE BYLAWS OF
MARINE CREEK MEADOWS
HOMEOWNERS' ASSOCIATION, INC.**

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

This First Amendment to the Bylaws of Marine Creek Meadows Homeowners' Association, Inc. (the "*Association*") is effective as of the 1 day of February, 2014 by the Association:

W I T N E S S E T H :

WHEREAS, Article XIV of the Bylaws of the Marine Creek Meadows Homeowners' Association, Inc. (the "*Bylaws*") provides, in general, that the Bylaws may be amended at a regular or special meeting of the Members or the Board of Directors, by a vote of the Members or the Board of Directors, as the case may be, entitled to cast a majority of the votes of the Members or directors, not just those present in person or by proxy; provided, that no amendment shall be made which would cause these Bylaws to be in conflict with the terms or provisions of the Declaration or the Articles; and

WHEREAS, the amendment to the Bylaws, as set forth hereinafter with specificity, were approved at a meeting of the Board of Directors held on January 30, 201, at which a quorum was present, by a majority of the directors.

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

(a) Article X, Section 6 of the Bylaws is hereby deleted in its entirety and shall hereinafter read as follows:

Section 6. Quorum. Subject to the provisions of Article VI of the Declaration, the presence at any meeting of Members entitled to cast five percent (5%) of all of the votes of the Association's Members, regardless of class, represented in person or by proxy, shall constitute a quorum. If a quorum is not present at any meeting, the Members present, though less than quorum, may adjourn the meeting once to a later date and give notice thereof to all the presence of Members constituting one-half (1/2) of the required quorum at the preceding meeting; provided, however, that no such second

meeting may be held more than sixty (60) days following the first meeting, or the process must then be repeated. If a quorum is not present at the second meeting, the Members present, though less than a quorum, may again adjourn the meeting to a later date and give notice thereof to all Members in accordance with the provisions of Section 4 of this Article X, and at the third meeting whatever Members are present shall constitute a quorum.

(b) Article IV, Section 2 of the Bylaws is hereby deleted in its entirety and shall hereinafter read as follows:

Section 2. Election: Term. The Board shall consist of five (5) members elected at a regular annual meeting of the Members (being more fully described in Article X below) and shall serve for a term of two (2) years and until their respective successor are elected and qualified, or until their earlier death, resignation or removal.

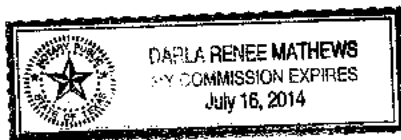
The Board terms shall be staggered with two (2) elected directors serving an initial term of one (1) year, and three (3) elected directors serving initial terms of two (2) years, as such directors determine among themselves.

SIGNED this 30th day of January, 2014.

**MARINE CREEK MEADOWS
HOMEOWNERS' ASSOCIATION, INC.**

By [Signature]
Gary D. Files, President

By [Signature]
Amber Stewart, Secretary



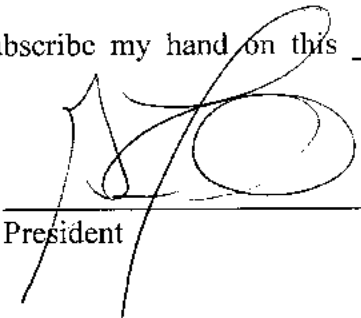
[Signature] 1/30/14
7/16/14

CERTIFICATION OF AMENDMENT TO BYLAWS

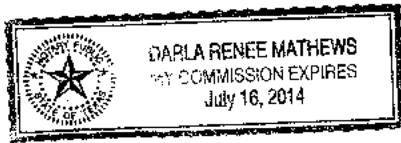
I, Gary D. Files, the duly-elected President of the Marine Creek Meadows Homeowners' Association, Inc. Homeowners' Association, Inc., hereby certify:


That this First Amendment to the Bylaws of Marine Creek Meadows Homeowners' Association, Inc. Homeowners' Association, Inc. was approved by a majority of a quorum of members in good standing and present in person or by proxy at a duly convened meeting of the members held on January 30, 2014, after notice of such meeting was sent to all members, and that the same does now constitute a portion of the Bylaws of Marine Creek Meadows Homeowners' Association, Inc. Homeowners' Association, Inc.

IN WITNESS WHEREOF, I heretofore subscribe my hand on this 30th day of January, 2014.



President



 '30/14
7/16/2014

Return to:
Marine Creek Meadows
9001 Airport Freeway #450
North Richland Hills, TX 76180

COVER PAGE FOR INSTRUMENT OF
PROPERTY OWNERS ASSOCIATION
PURSUANT TO §202.006 PROPERTY CODE

INSTRUMENT RECORDED HERE
Bylaws of Marine Creek Meadows Homeowners Association, signed by Declarant on the 31st day of August, 1999.
Articles of Incorporation of Marine Creek Meadows Homeowners Association, filed in the Office of the Secretary of State on July 12, 1999.
NAME OF PROPERTY
Marine Creek Meadows
INITIAL PLAT
Final Plat for Marine Creek Meadows, recorded on December 11, 1998, in Cabinet A, Slide 4695, Map Records, Tarrant County, Texas
INITIAL RESTRICTIONS
Declaration of Covenants, Conditions and Restrictions for Marine Creek Meadows, recorded on the 28 th day of May, 1999, as Instrument No.D199135399, in Volume 13834, Page 0229, Real Property Records, Tarrant County, Texas.
NAME OF ASSOCIATION
Marine Creek Meadows Homeowners Association, Inc.

[SIGNATURES TO FOLLOW ON NEXT PAGE]

FILED
TARRANT COUNTY TEXAS
2000 MAR 20 P 3 53

The undersigned officer of Marine Creek Meadows, L.P., certifies that the above information is correct to the best of my knowledge.

Marine Creek Meadows, L.P., a
Texas limited partnership

By: Centurion American Custom Homes, Inc., a
Texas corporation, sole general partner

By: [Signature]

Name: MEHRDAD MOAYEDI

Title: pres.

ACKNOWLEDGMENT

STATE OF TEXAS

§

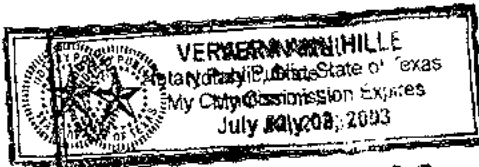
COUNTY OF TARRANT

§

§

Before me the undersigned authority, on this day personally appeared Moayed, Mehrdad of Centurion American Custom Homes, Inc., a Texas corporation, general partner of Marine Creek Meadows, L.P., a Texas limited partnership, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same on behalf of the partnership, and for the purposes and consideration therein expressed.

Given under my hand and seal of office this 10 day of March, 2000.



[Signature]
Notary Public – State of Texas

7-2-03

**BYLAWS
OF
MARINE CREEK MEADOWS HOMEOWNERS ASSOCIATION, INC.,
a Texas non-profit corporation**

ARTICLE I

DEFINITIONS

The following words when used in these Bylaws (herein so called), unless a different meaning or intent clearly appears from the context, shall have the meaning set forth opposite such word(s):

(a) "Association" shall mean MARINE CREEK MEADOWS HOMEOWNERS ASSOCIATION, INC., a non-profit corporation organized pursuant to the Texas Non-Profit Corporation Act.

(b) "Board of Directors" or "Board" shall mean the governing body of the Association, elected pursuant to the Bylaws of the Association.

(c) "Common Properties" shall mean and refer to the Common Properties as described in the Declaration (hereinafter defined).

(d) "Declaration" shall mean and refer to that certain Declaration of Covenants, Conditions and Restrictions for Marine Creek Meadows filed of record under Clerk's File No. D199135399, County Clerk's Office of Tarrant County, Texas, and as the same may be amended or supplemented from time to time as therein provided.

(e) "Developer" shall have the same meaning as the term "Declarant" as defined in the Declaration.

(f) "Lot" shall mean and refer to a Lot as defined in the Declaration.

(g) "Member" shall mean and refer to a Member as defined in the Declaration.

(h) "Mortgage" shall mean a first lien deed of trust as well as a first lien mortgage on one or more Lots.

(i) "Mortgagee" shall mean a beneficiary under or holder of a Mortgage

who has given to the Association written notice that it is the beneficiary under, or holder of, a Mortgage affecting all or any part of the Properties, as hereinafter defined.

(j) "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title to any Lot(s) situated upon the Properties, but, notwithstanding any applicable theory of mortgages or liens, shall not mean or refer to any mortgagee or lienholder unless and until such mortgagee has acquired title to one or more Lots pursuant to foreclosure or any proceeding in lieu of foreclosure.

(k) "Property" shall mean and refer to the Property described in the Declaration together with such additions as may hereafter be made thereto, pursuant to the terms of the Declaration.

(l) "Subdivision Plat" shall mean and refer to all respective maps, plats or replats of the Property recorded in the Map or Plat Records of Tarrant County, Texas.

ARTICLE II

OFFICES AND PURPOSE

Section 1. Principal Office. The principal office of the Association shall be located in the County of Tarrant, State of Texas.

Section 2. Other Offices. The Association may also have offices at such other places, within and without the State of Texas, as the Board of Directors may from time to time determine or as the business of the Association may require.

Section 3. Purpose. The purpose of the Association is to exercise the rights and responsibilities granted to it in the Declaration, including maintenance of the Common Properties, all at the expense of the Owners through the assessments provided for in the Declaration.

ARTICLE III

MEMBERSHIP

Section 1. Membership. Every Owner (including the transferee of such owner who becomes an Owner by the acquisition of a fee or undivided fee interest in a Lot) shall, upon acquisition by original purchase or transfer of the fee or undivided fee interest in a Lot, whether by foreclosure, deed in lieu of foreclosure or otherwise, automatically be a Member of the Association and entitled to all rights of the Members as provided in the Declaration; including the

rights with respect to the Common Properties, subject, however, to the terms and provisions of the Declaration. The term "Member" is further defined to include and refer to the executors, personal representatives and administrators of any Member, and all of the persons, firms or corporations, acquiring or succeeding to the title of the Member by sale, grant, will, foreclosure, execution, or by any legal process, or by operation of law, or in any other legal manner. The interest and proportionate share of each member in the Association shall not be assigned, hypothecated or transferred in any manner whatsoever except as an appurtenance to a Lot.

Section 2. Payment of Assessments. The rights of membership are subject to the payment of annual and special assessments levied by the Association, the obligation of which assessments is imposed against the Owner of and becomes a lien upon each Lot against which such assessments are made as provided by Article VIII of the Declaration (incorporated herein and made a part hereof for all purposes).

Section 3. Suspension of Membership. During any period in which a Member shall be in default in the payment of any annual or special assessment levied by the Association, the voting rights and right to the use of the Common Properties of such Member, his tenants, and each individual residing with either of them in the Lot owned by such Member, may be suspended by the Board of Directors until such assessment has been paid. Such rights of a member, his tenants, and each individual residing with either of them in any improvements located on such Member's Lot may also be suspended, after notice and hearing, for a period not to exceed sixty (60) days, for violation of any rules and regulations established by the Board of Directors governing the use of the Common Properties, or for failure to meet any obligation imposed by the Declaration upon such Member, his tenants, or any individual residing with either of them.

ARTICLE IV

PROPERTY RIGHTS: RIGHTS OF ENJOYMENT

Each Member, his tenants, and the individuals who reside with either of them in any improvements located on any Lot owned by such member, shall be entitled to the use and enjoyment of the Common Properties and in accordance with an subject to the terms and conditions set forth in the Declaration, these Bylaws, and the rules and regulations adopted from time to time by the Board of Directors. The rights and privileges of any such tenant or other individual are subject to suspension to the same extent as those of the Member. Any Member may also delegate the aforementioned rights of enjoyment to his guests, subject to any applicable rules and regulations that may be adopted from time to time by the Board of Directors of the Association.

ARTICLE V

BOARD OF DIRECTORS

Section 1. **Number; Qualifications.** The affairs of this Association shall be managed by a Board of Directors. The Board of Directors of the Association shall consist of at least three (3) members. During the period of time Declarant, its successors and/or assigns, owns at least one (1) Lot in the Addition, the directors need not be Members of the Corporation and thereafter, all Directors must be Members of the Corporation.

Section 2. **Election; Term.** The directors named in the Articles of Incorporation (the "Articles") shall serve for a term of three (3) years and until their respective successors are elected and qualified, or their earlier death, resignation or removal, respectively. Thereafter, beginning with the third regular annual meeting, directors shall be elected every other regular annual meeting of the Members (being more fully described in Article X below) and serve for a term of two (2) years and until their respective successors are elected and qualified, or until their earlier death, resignation or removal.

Section 3. **Death, Resignation and Removal; Filing Vacancies.** Any director may resign at any time by giving written notice to the other directors, and any director may be removed from membership on the Board by the Members entitled to cast a majority of the votes of the Association. Any vacancy in the Board shall be filled by the other directors, provided that the Members, acting at a meeting called within ten (10) days after the occurrence of the vacancy, may fill the vacancy.

Section 4. **Compensation.** Directors shall serve without pay. However, a director may be reimbursed for his actual expenses incurred in the performance of his duties.

Section 5. **Action Taken Without a Meeting.** The Board of 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 Board.

ARTICLE VI

MEETINGS OF DIRECTORS

Section 1. **Place of Meetings.** Meetings of the Board of Directors, regular or special, may be held either within or without the State of Texas.

Section 2. **First Meeting.** The first meeting of each newly elected Board of Directors shall be held at such time and place as shall be fixed by the vote of the Members at the annual meeting, and no notice of such annual meeting shall be necessary to the newly elected directors in order legally to constitute the meeting, provided a quorum shall be present.

Section 3. **Regular Meetings.** Regular meetings of the Board of Directors (in addition

to the first meeting provided in Section 2 above) may be held without notice, at such place and hour as may be fixed from time to time by resolution of the Board. Should the day so fixed by a legal holiday, then the meeting shall be held at the same time on the next day not a legal holiday. The Board of Directors shall, at a minimum, meet annually.

Section 4. Special Meetings. Special meetings of the Board of Directors may be called by the president of the Association and shall be called by the secretary on the written request of two (2) directors of the Board. Written notice of special meetings of the Board of Directors shall be given to each director at least three (3) days before the date of the meeting. 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 5. Quorum. A majority of the directors shall constitute a quorum for the transaction of business and the act of the majority of the directors present at a meeting at which a quorum is present shall be the act of the Board of Directors, unless a greater number is required by the Articles. If a quorum shall not be present at any meeting of the Board of Directors, the directors present thereat may adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum shall be present.

ARTICLE VII

NOMINATION AND ELECTION OF DIRECTORS

Section 1. Nomination. Except as provided in Article VII, Section 3 below, nomination for election to the Board of Directors shall be made by a Nominating Committee (herein so called). 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 of Directors, and two or more Members of the Association. The Nominating Committee shall be appointed by the Board of Directors prior to each annual meeting of the Members in which directors are to be elected, to serve from the close of such annual meeting until the close of the next annual meeting in which directors are to be elected, and such appointment shall be announced at each such annual meeting. The Nominating Committee shall make as many nominations for election to the Board of Directors as it shall in its discretion determine, but not less than the number of vacancies that are to be filled.

Section 2. Election. Except as provided in Article VII, Section 3 below, election to the Board of Directors shall be by secret written ballot. At such election, the Members or their proxies may cast as many votes as they are entitled to exercise.

Section 3. Special Rights of Developer. Notwithstanding anything herein to the contrary, so long as Declarant owns at least one (1) Lot, Declarant shall have the sole right, but not the obligation, in its sole discretion, at any time, effective as of the date of execution of the Declaration, to control, perform and/or conduct the following:

- (1) appoint the Board of Directors (including itself);
- (2) terminate the Board of Directors;
- (3) amend the Covenants, Conditions and Restrictions and any other provisions under the Declaration, in whole or in part;
- (4) enforce the Covenants, Conditions and Restrictions and other provisions provided for under the Declaration;
- (5) review, determine and enforce the architectural control of the Lots; and
- (6) assigns its rights and obligations under the Declaration to any entity at any time, in whole or in part.

Declarant's rights set forth above are absolute in its sole discretion and do not require the approval, consent, or joinder of (i) any Owner, (ii) the Association, (iii) the Board of Directors, or (iv) any committees or other parties which may be established with respect hereto. At such time as the Declarant no longer owns a Lot within the Property, all of such rights of enforcement shall revert to the Association.

In the event any provision herein is in contradiction with this Article VII, Section 3, in whole or in part, this Article VII, Section 3 shall prevail. Within sixty (60) days after Developer has sold all of the Lots, a special meeting shall be called to elect Directors to complete any unexpired term of the Directors which were elected by the Developer.

ARTICLE VIII

POWERS OF THE BOARD OF DIRECTORS

Section 1. Powers. The business and affairs of the Association shall be managed by its Board of Directors, which may exercise all such powers as are not by law, by the Articles, or by the Bylaws directed or required to be exercised and done by the Members. The power and authority of the Board of Directors shall include, but shall not be limited to, all powers, duties and authority vested in or delegated to the Board of Directors in the Declaration.

Section 2. Limitation. The Board's powers and duties hereinabove enumerated shall be limited in that the Board shall not have the authority to acquire and pay for any structural alterations, capital additions to, or capital improvements of the Common Properties (other than for purposes of replacing or restoring portions thereof, subject to all the provisions of the Declaration) requiring any expenditure in excess of Ten Thousand and No/100 Dollars (\$10,000.00) exclusive of (a) any insurance proceeds applied to such alterations, additions,

improvements, or repair of damages, or (b) any expenditure included in an annual budget approved, without in each case the prior approval of the Members entitled to cast a majority of the votes in the Association.

ARTICLE IX

MANAGEMENT AND/OR CONSULTING COMPANIES

Section 1. Management and/or Consulting Companies. The Board of Directors, by resolution adopted by a majority of the Board, may contract with or employ professional management companies or consultants to perform such services and/or assist the Association and/or the Board of Directors in the furtherance of its purposes, powers and duties, to the extent provided in such resolution, and shall have and may exercise all of the authority of the Association or the Board of Directors, as the case may be, except to the extent that the action of the Members or the Board of Directors is required by statute. The Board of Directors shall be authorized to pay such management companies or consultants fair and reasonable compensation for the services for which it is contracted. Nothing contained herein shall prevent any such management company or consultant from being affiliated with any Member, Owner, or member of the Board of Directors or any officer of the Association; provided, however, that any compensation paid to such management company or consultant shall not exceed that which would otherwise be paid to an independent, third-party management company or consultant, for rendering substantially the same services.

ARTICLE X

MEETINGS OF MEMBERS

Section 1. Place of Meetings. Meetings of the Members shall be held at the Offices of the Association, or at such other location within Tarrant County, State of Texas, as shall be stated in the notice of the meeting or in a duly executed waiver of notice thereof.

Section 2. Annual Meeting. A regular annual meeting of Members shall be held on the second Tuesday of March in each year commencing with the year 2000. The date of the annual meeting may be changed from time to time by the resolution duly adopted by the Board of Directors of the Association.

Section 3. Special Meetings. Special meetings of the Members shall be called by the secretary upon written request of (a) two (2) Members of the Board of Directors, or (b) Members entitled to cast one-fourth (1/4) of the votes in the Association.

Section 4. Notice. Written notice of the organization meeting, each annual meeting, and each special meeting of the Members, specifying the date, hour and place of the meeting, shall be delivered to each owner (and, upon request to each Mortgagee, which shall be permitted

to designate a representative to attend all such meetings) not less than ten (10) nor more than fifty (50) days prior to the date fixed for said meeting. Notices of special meetings shall in addition specify the general nature of the business to be transacted at the meeting.

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

Section 6. Quorum. Subject to the provisions of Article VI of the Declaration, the presence at any meeting of Members entitled to cast twenty percent (20%) of all of the votes of the Association's Members, regardless of class, represented in person or by proxy, shall constitute a quorum. If a quorum is not present at any meeting, the Members present, though less than a quorum, may adjourn the meeting once to a later date and give notice thereof to all the Members in accordance with the provisions of Section 4 of this Article X, and at that meeting the presence of Members constituting one-half (1/2) of the required quorum at the preceding meeting; provided, however, that no such second meeting may be held more than sixty (60) days following the first meeting, or the process must then be repeated. If a quorum is not present at the second meeting, the Members present, though less than a quorum, may again adjourn the meeting to a later date and give notice thereof to all Members in accordance with the provisions of Section 4 of this Article X, and at the third meeting whatever Members are present shall constitute a quorum.

Section 7. Majority Vote. The vote of Members entitled to cast at least fifty-one percent (51%) of all of the votes thus represented at a meeting at which a quorum is present shall be the act of the Members' meeting, unless the vote of a greater number is required by law, the Declaration, the Articles or these Bylaws.

Section 8. Voting Rights. Each Member may cast as many votes as he is entitled to exercise under the terms and provisions of the Articles on each matter submitted to a vote at a meeting of the Members, except to the extent that the voting rights of any member have been suspended in accordance with the Bylaws. Whenever there is more than one record Owner of a Lot, any or all of the record Owners may attend and collectively vote one (1) vote, at any meeting of the Members. Other than by the Developer, who may cast four (4) votes for each Lot owned by it, in no event shall more than one vote be cast with respect to any Lot. Cumulative voting is not permitted.

Section 9. Proxies. Any Member may attend and vote at a meeting of Members in person or by an agent duly appointed by an instrument in writing signed by the Member and filed with the Board of Directors. Whenever there is more than one (1) recorded Owner of a Lot, any designation of an agent to act for such record Owners must be signed by all such record Owners. Unless otherwise provided in writing, designation of an agent to act for a Member may be revoked at any time by written notice to the Board of Directors and shall be deemed revoked when the Board shall receive actual notice of the death or judicially declared incompetency of such member of the conveyance by such Member of his Lot. Upon the death of a Member, the legal representative of the Member's estate shall have the right to vote for that Member and the

legally appointed guardian of a Member who has been judicially declared to be incompetent shall have the right to vote for the Member.

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

Section 11. Record Date. The Board of Directors may fix in advance a date, not exceeding ten (10) days preceding the date of any written notice of a meeting of Members, as a record date for the determination of the Members entitled to notice of, and to vote at, any such meeting, and any adjournment thereof, and such Members and only such Members as shall be Members of record on the date so fixed shall be entitled to such notice of, and to vote at, such meeting and any adjournment thereof, notwithstanding any change of membership on the books of the Association after any such record date fixed as aforesaid.

Section 12. Action Without a Meeting. Any action required by the statutes to be taken at a meeting of the Members, or any action which may be taken at a meeting of the Members, may be taken without a meeting if a consent in writing, setting forth the action so taken, shall be signed by all of the Members entitled to vote with respect to the subject matter thereof.

ARTICLE XI

NOTICES

Section 1. Delivery. Any notice to a director or Member shall be in writing and delivered personally or mailed to the director or Member addressed to the director or Member at the address of his Lot, or at such other address as may be given in writing to the Board of Directors by the director or Member. Notice by mail shall be deemed to be given at the time when deposited in the United States mail addressed to the Member or directors, with postage thereon prepaid. Notice to directors may also be given by telegram and shall be deemed to be given when given to the telegraph company.

Section 2. Waivers. Whenever any notice is required to be given to any member or director by law, the Declaration, the Articles, or the Bylaws, a waiver thereof in writing signed by the person or persons entitled to such notice, whether before or after the time stated therein, shall be equivalent to the giving of such notice.

Section 3. Attendance at Meetings. Attendance of any member or director at a

meeting shall constitute a waiver of notice of such meeting, except when a director or member attends a 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.

ARTICLE XII

OFFICERS AND THEIR DUTIES

Section 1. Enumeration of Officers. The officers of the Association (who shall at all times be members of the Board of Directors) shall be a president, a secretary, and a treasurer, and such other officers as the Board may from time to time by resolution create.

Section 2. Election of Officers. The election of officers shall take place at the first meeting of the Board of Directors following each annual meeting of the Members.

Section 3. Term. The officers of the Association shall be appointed annually by the Board and each shall hold office for one (1) year unless he shall sooner die, resign, be removed or otherwise disqualified to serve.

Section 4. Special Appointment. The Board may elect such other officers 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 5. Resignation and Removal. Any officer may be removed from office with or without cause by the Board. 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 6. Vacancies. A vacancy in any office may be filled in the manner prescribed for regular election. The officer elected to such vacancy shall serve for the remainder of the term of the officer he replaced.

Section 7. Multiple Offices. One person may hold more than one office.

Section 8. Duties. The duties of the officers are as follows:

The President

(a) The president shall be the chief executive officer of the Association, shall preside at all meetings of the Members and the Board of Directors, shall have general and active management of the business of the Association, and shall see that all orders and resolutions of the Board of Directors

are carried into effect. He shall execute bonds, mortgages and other contracts requiring a seal, under the seal of the Association, except where required or permitted by law to be otherwise signed and executed and except where the signing and execution thereof shall be expressly delegated by the Board of Directors to some other officer or agent of the Association.

The Vice Presidents

(b) The vice presidents, if any, in the order of their seniority, unless otherwise determined by the Board of Directors, shall, in the absence or disability of the president, perform the duties and exercise the powers of the president. They shall perform such other duties and have such other power as the Board of Directors shall prescribe.

The Secretary and Assistant Secretary

(c) The secretary shall attend all meetings of the Board of Directors and all meetings of the Members and record all the proceedings of the meeting of the Association and of the Board of Directors in a book to be kept for that purpose and shall perform like duties of the standing committees when required. He shall give, or cause to be given, notice of all meetings of the Members and special meetings of the Board of Directors, and shall perform such other duties as may be prescribed by the Board of Directors or president under whose supervision he shall be. He shall keep in safe custody the seal of the Association and, when authorized by the Board of Directors, affix the same to any instrument requiring it and, when so affixed, it shall be attested by his signature or by the signature of the treasurer or an assistant secretary.

(d) The assistant secretaries, in the order of their seniority, unless otherwise determined by the Board of Directors, shall, in the absence or disability of the secretary, perform the duties and exercise the powers of the secretary. They shall perform such other duties and have such powers as the Board of Directors may from time to time prescribe.

The Treasurer

(e) The treasurer shall have the custody of the corporate funds and securities and shall keep full and accurate accounts of receipts and disbursements in books belonging to the Association and shall deposit all monies and other valuable effects in the name and to the credit of the Association in such depositories as may be designated by the Board of Directors.

(f) The treasurer shall disburse the funds of the Association as may be

authorized by the Board of Directors, taking proper vouchers for such disbursements, and shall render to the president and the Board of Directors at its regular meetings or when the Board of Directors so required an account of all his transactions as treasurer and of the financial condition of the Association.

(g) The treasurer shall cause an annual audit of the Association books to be made by a public accountant at the completion of each fiscal year; and shall prepare (i) an annual budget, and (ii) a projected statement of income and expenditures, to be presented to the membership at its regular annual meetings (a copy of each of which shall be made available to each Member upon request), for approval by the Members entitled to cast a majority of the votes in the Association.

ARTICLE XIII

BOOKS AND RECORDS

The Declaration, the Articles, these Bylaws, and the books, records and financial statements of the Association shall at all times, upon request during normal business hours and under other reasonable circumstances, be subject to inspection by any Member. Copies of the Declaration, the Articles, and the Bylaws of the Association may be purchased at a reasonable cost at the principal office of the Association.

ARTICLE XIV

AMENDMENTS

Except as otherwise provided in Article VII, Section 3 and/or in the Declaration, these Bylaws may be amended, at a regular or special meeting of the Members or the Board of Directors, by a vote of the Members or the Board of Directors, as the case may be, entitled to cast a majority of the votes of the Members or directors, not just those present in person or by proxy; provided, that no amendment shall be made which would cause these Bylaws to be in conflict with the terms or provisions of the Declaration or the Articles.

ARTICLE XV

CONFLICTS

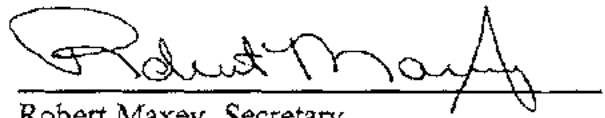
In the case of any conflict between the Articles and these Bylaws, the Articles shall control, and in the case of any conflict between the Declaration and these Bylaws, the Declaration shall control.

ARTICLE XVI

FISCAL YEAR

The fiscal year of the Association shall be fixed by resolution of the Board of Directors.

By his execution hereof, the Secretary certified that these Bylaws have been approved and adopted by the Board of Directors at the Organizational Meeting and same shall be inserted into the Minute Book of the Corporation.

A handwritten signature in dark ink, appearing to read "Robert Maxey", is written over a horizontal line.

Robert Maxey, Secretary

Date: August 31, 1999

ARTICLES OF INCORPORATION
OF

MARINE CREEK MEADOWS HOMEOWNERS ASSOCIATION, INC.

A Texas Nonprofit Corporation

FILED
In the Office of the
Secretary of State of Texas

JUL 12 1999

Corporations Section

I, the undersigned natural person over the age of eighteen (18) years, acting as incorporator of a corporation under the Texas Nonprofit Corporation Act, do hereby adopt the following Articles of Incorporation for the corporation:

ARTICLE 1. PROPERTY HOMEOWNERS ASSOCIATION. The corporation is the "Association" as defined in the Declaration of Covenants, Conditions & Restrictions for Marine Creek Meadows, as recorded in Volume 13834, Page 229 of the Real Property Records of Tarrant County, Texas, as amended from time to time (the "Declaration").

ARTICLE 2. NAME. The name of the Association is Marine Creek Meadows Homeowners Association, Inc..

ARTICLE 3. NONPROFIT. The Association is a nonprofit corporation, organized pursuant to the Nonprofit Corporation Act.

ARTICLE 4. DURATION. The duration of the Association is perpetual.

ARTICLE 5. PURPOSES. The general purposes for which the Association is formed are to exercise the rights and powers and to perform the duties and obligations of the Association, in accordance with the declaration, the bylaws of the Association, and State law, as each may be amended from time to time.

ARTICLE 6. POWERS. In furtherance of its purposes, the Association has the following powers which, unless indicated otherwise by these articles, the Declaration, the bylaws, or State law, may be exercised by the board of directors:

1. All rights and powers conferred on nonprofit corporations by State law in effect from time to time;
2. All rights and powers conferred on property owners associations by State law, in effect from time to time; and

3. All powers necessary, appropriate, or advisable to perform any purpose or duty of the Association as set out in these articles, the bylaws, the Declaration, or State law

ARTICLE 7. MEMBERSHIP. The Association is a nonstock membership corporation. The Declaration and bylaws will determine the number and qualifications of members of the Association; any classes of membership; the voting rights and other privileges of membership; and the obligations and liabilities of members. Cumulative voting is not allowed.

ARTICLE 8. MANAGEMENT BY BOARD. The management and affairs of the Association are vested in the board of directors, except for those matters expressly reserved to others in the Declaration and bylaws. The bylaws may determine the number and qualification of directors; the term of office of directors; the methods of electing, removing, and replacing directors; and the methods of holding a board meeting and obtaining consents.

ARTICLE 9. LIMITATIONS ON LIABILITY.

a. Except as provided in Paragraph b below, an officer or director of the Association is not liable to the Association or its members for monetary damages for acts or omissions that occur in the person's capacity as an officer or director, except to the extent a person is found liable for (i) a breach of the officer or director's duty of loyalty to the Association or its members; (ii) an act or omission not in good faith that constitutes a breach of duty of the officer or director to the Association; (iii) an act or omission that involves intentional misconduct or a knowing violation of the law; (iv) a transaction from which the officer or director receives an improper benefit, whether or not the benefit resulted from an action taken within the scope of the person's office; or (v) an act or omission for which the liability of an officer or director is expressly provided by an applicable statute. The liability of officers and directors of the Association may also be limited by the Charitable Immunity and Liability Act of 1987, Chapter 84, Texas Civil Practice and Remedies Code, as amended.

b. The limitation on the liability of an officer or director does not eliminate or modify that person's liability as a member of the Association. The liability of a member arising out of a contract made by the Association, or out of the indemnification of officers or directors, or for damages as a result of injuries arising in connection with the common elements, or for liabilities incurred by the Association, will be limited to the same proportion for which he is liable for common expenses as a member of the Association.

ARTICLE 10. INDEMNIFICATION. Subject to the limitations and requirements of Art. 1396-2.22A of the Nonprofit Corporation Act, the Association will indemnify a person who was, is, or is threatened to be made a named defendant or respondent in a proceeding because the person is or was an officer or director of the Association. Additionally, the Association may

indemnify a person who is or was an employee, trustee, agent, or attorney of the Association, against any liability asserted against him and incurred by him in that capacity and arising out of that capacity.

ARTICLE 11. AMENDMENT OF ARTICLES. These articles may be amended in accordance with the Nonprofit Corporation Act, subject to the following:

1. An amendment may not conflict with the Declaration or State law.
2. An amendment may not impair or dilute a right granted to a person by the Declaration, without that person's written consent.
3. Without member approval, the board of directors may adopt amendments permitted by Art. 1396-4.02.A (4) of the Nonprofit Corporation Act.

ARTICLE 12. AMENDMENT OF BYLAWS. The bylaws of the Association may be amended or repealed according to the amendment provision of the bylaws, which may reserve those powers to the members, exclusively.

ARTICLE 13. DISSOLUTION. The Association may be dissolved only as provided in the Declaration, bylaws, and by State law. On dissolution, the assets of the Association will be distributed in accordance with the Declaration provision for distribution upon termination. If the Declaration has no such provision, then in accordance with applicable law.

ARTICLE 14. ACTION WITHOUT MEETING. Pursuant to Article 1396-9.10.C. of the Nonprofit Corporation Act, any action required by the Nonprofit Corporation Act to be taken at a meeting of the members or directors, or any action that may be taken at a meeting of the members or directors or of any committee may be taken without a meeting if a consent in writing, setting forth the action to be taken, is signed by a sufficient number of members, directors, or committee members as would be necessary to take that action at a meeting at which all of the members, directors, or members of the committee were present and voted.

ARTICLE 15. INITIAL BOARD OF DIRECTORS. The initial board consists of three (3) directors who will serve as directors until their successors are elected and qualified, as provided in the bylaws. The name and address of each initial director is as follows:

<u>Name</u>	<u>Address</u>
Mehrdad Moayedi	1905 Industrial Boulevard, Colleyville, Texas 76034
Robert Maxey	1905 Industrial Boulevard, Colleyville, Texas 76034
Ross Calhoun	1905 Industrial Boulevard, Colleyville, Texas 76034

ARTICLE 16. INITIAL REGISTERED AGENT. The name of the Association's initial registered agent is Charles S. Brown.

ARTICLE 17. OFFICE OF INITIAL REGISTERED AGENT. The address of its initial registered agent is 2425 E. Southlake Blvd., Suite 150, Southlake, Texas 76092.

ARTICLE 18. INCORPORATOR. The name of the incorporator is Charles S. Brown. The incorporator's address is c/o The Brown Law Firm, L.L.P., 2425 E. Southlake Blvd., Suite 150, Southlake, Texas 76092.

SIGNED this the 9 day of July, 1999.

Charles S. Brown

Charles S. Brown

D200057300
THE BROWN LAW FIRM
2425 SOUTHLAKE BLVD 150
SOUTHLAKE TX 76092

-W A R N I N G--THIS IS PART OF THE OFFICIAL RECORD--D O N O T D E S T R O Y

I N D E X E D -- T A R R A N T C O U N T Y T E X A S
S U Z A N N E H E N D E R S O N -- C O U N T Y C L E R K
O F F I C I A L R E C E I P T

T O : T H E B R O W N L A W F I R M

RECEIPT NO	REGISTER	RECD-BY	PRINTED DATE	TIME
200166897	DR92	D W	03/20/2000	15:50

	INSTRUMENT	FEECD	INDEXED	TIME	
1	D200057300	WD	20000320	15:50	CK 2887

T O T A L : D O C U M E N T S : 01 F E E S : 45.00

B Y: _____

ANY PROVISION WHICH RESTRICTS THE SALE RENTAL OR USE
OF THE DESCRIBED REAL PROPERTY BECAUSE OF COLOR OR RACE
IS INVALID AND UNENFORCEABLE UNDER FEDERAL LAW.

Declaration of CC&R's

MARY LOUISE GARCIA

COUNTY CLERK



100 West Weatherford Fort Worth, TX 76196-0401

PHONE (817) 884-1195

MARINE CREEK MEADOWS LP
9001 AIRPORT FWY #450
NORTH RICHLAND HILLS, TX 76180

Submitter: MARINE CREEK MEADOWS LP

DO NOT DESTROY
WARNING - THIS IS PART OF THE OFFICIAL RECORD.

Filed For Registration: 2/19/2014 2:15 PM

Instrument #: D214032927

OPR 2 PGS \$16.00

By: _____

Mary Louise Garcia

D214032927

ANY PROVISION WHICH RESTRICTS THE SALE, RENTAL OR USE OF THE DESCRIBED REAL PROPERTY
BECAUSE OF COLOR OR RACE IS INVALID AND UNENFORCEABLE UNDER FEDERAL LAW.

Marine Creek Meadows Homeowners Association Collection Policy

THIS POLICY IS EFFECTIVE ON THE DATE EXECUTED BELOW AND REPLACES ANY AND ALL PRIOR COLLECTION POLICIES

The following actions are performed to collect on delinquent accounts. The charges assessed to an owner's account for certain collection action noted below are subject to change without notice. Monthly late and handling fees are assessed to delinquent accounts according to the notification on the billing statement and a monthly past due letter with account analysis or a late statement is mailed.

Check Here	Collection Step	Approximate Day of Delinquency Each Step is Taken	Notes
(X)	Past due letter with account analysis or a late statement	--- 30th ---	An initial letter with an account analysis is mailed after the first month of fees are charged to a past due account. Additional late statements are mailed monthly when late fees are charged.
()	Utility cut-off notice	--- N/A ---	This action is taken only if the association has common meters and it is permitted in their documents.
(X)	Initial collection letter	-- 30 to 45 --	This letter is mailed by regular & certified mail & a \$10.00 processing fee charged to the owners account. This letter allows the owner thirty (30) days to pay or dispute the balance & notifies of future action if payment is not received.
(X)	Intent to report delinquent account to credit bureau	-- 60 to 75 --	This letter allows the owner ten (10) days to pay prior to reporting their delinquent account to the credit bureau. It also informs the owner of the fee that will be charged to their account if reported to the credit bureau.
(X)	Notification to owner of credit bureau reporting	-- 70 to 85 --	This letter notifies the owner that their account has been charged \$59.54 & is being reported to the credit bureau. It also informs them of future actions & the related fees that will be charged to their account.
(X)	Order title search to determine legal owner	-- 80 to 105 --	A title search is ordered & the owners account charged \$65.00. Upon receipt of the title search, a letter is mailed to the owner informing them of this action and the \$65.00 charge assessed to their account. This letter also informs them if payment is not received within ten (10) days an assessment lien will be filed with the county & the associated cost charged back to their account.
(X)	Notify owner of lien filing and file lien with the county	-- 95 to 125 --	If payment has not been received within ten (10) days a lien is prepared & the owners account charged \$178.61. A letter is mailed to the owner informing them of this action, that \$178.61 has been charged to their account & that the lien is being filed in the county records. Upon payment in full a notice of release of lien will be processed & filed in the county at no additional charge.

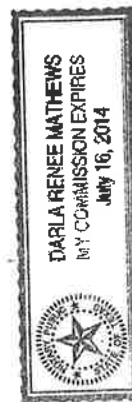
-Need Board Approval-

(X) Forward owners file to the association attorney for small claims suit and/or foreclosure

This action must be allowed in the association documents. A fee of \$25.00 will be charged to the owners account for preparing & forwarding the necessary documents to the association attorney.

Signature - Authorized Board Member
Gary Files
 Printed Name

31 Jan 2014
 Date



Return to:
 Marine Creek Meadows
 9001 Airport Freeway #450
 North Richland Hills, TX 76180
Darla Renee Mathews 1/31/14
 7/16/2014

MARY LOUISE GARCIA

COUNTY CLERK



100 West Weatherford Fort Worth, TX 76196-0401

PHONE (817) 884-1195

PRINCIPAL MANAGEMENT GROUP
ATTN: DEBBIE SIMPSON
12700 PARK CENTRAL DR STE 600
DALLAS, TX 75251

Submitter: MARINE CREEK HOA

DO NOT DESTROY
WARNING - THIS IS PART OF THE OFFICIAL RECORD.

Filed For Registration: 2/10/2012 4:49 PM

Instrument #: D212034180

OPR

7

PGS

\$36.00

By: _____

Mary Louise Garcia

D212034180

ANY PROVISION WHICH RESTRICTS THE SALE, RENTAL OR USE OF THE DESCRIBED REAL PROPERTY
BECAUSE OF COLOR OR RACE IS INVALID AND UNENFORCEABLE UNDER FEDERAL LAW.

Prepared by: MGSALAZAR

**NOTICE OF FILING OF DEDICATORY INSTRUMENTS
FOR
Marine Creek Meadows Homeowners Association Inc.**

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

THIS NOTICE OF DEDICATORY INSTRUMENT FOR Marine Creek Meadows Homeowners Association Inc. is made this 30th of January 2012, by Marine Creek Meadows Homeowners Association Inc.

WITNESSETH:

WHEREAS, Marine Creek Meadows Homeowners Association Inc. prepared and recorded an instrument entitled "Declaration of Covenants, Conditions and Restrictions for Marine Creek Meadows" dated on or about May 28, 1999, Volume 13834, Page 229, Instrument # D199135399, Real Records of Tarrant County, Texas, together with any other filings of records (if any).

WHEREAS, the Association is the property owners' association created by the Declarant to manage or regulate the planned development covered by the Declaration, as stated and recorded above; and

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

WHEREAS, the Association desires to record the attached dedicatory instrument in the real property records of Tarrant County, Texas, pursuant to and accordance with Section 202.006 of the Texas Property Code.

NOW, THEREFORE, the dedicatory instrument attached hereto as Exhibit "A" is 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.

Marine Creek Meadows Homeowners Association Inc.

By: _____

Duly Authorized Agent

ACKNOWLEDGMENT

STATE OF TEXAS §
 §
COUNTY OF DALLAS §

BEFORE ME, the undersigned authority, on this day personally appeared Mark Soathell, Duly Authorized Agent of Marine Creek Meadows 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 30th day of January 2012.

Mary Harvey
Notary Public
State of Texas
My Commission Expires

AFTER RECORDING RETURN TO:
Principal Management Group
Attn: Debbie Simpson
12700 Park Central Drive, Suite 600
Dallas, Texas 75251

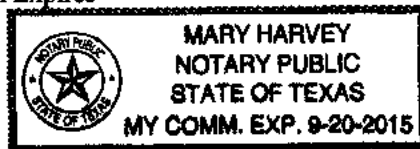


EXHIBIT A**MARINE CREEK MEADOWS HOMEOWNERS ASSOCIATION, INC.**
ASSESSMENT COLLECTION POLICY

Marine Creek Meadows Homeowners Association, Inc. is a community (the "**Community**") created by and subject that Declaration of Covenants, Conditions and Restrictions for Marine Creek Meadows, recorded under Volume 13834, Page 229, Instrument #D199135399, Official Public Records of Tarrant County, Texas, as amended (the "**Covenant**"). The operation of the Community is vested in Marine Creek Meadows Homeowners Association, Inc. (the "**Association**"), acting through its board of directors (the "**Board**"). The Association is empowered to enforce the covenants, conditions and restrictions of the Covenant, the Bylaws and rules of the Association (collectively, the "**Restrictions**"), including the obligation of Owners to pay Assessments pursuant to the terms and provisions of the Covenant.

The Board hereby adopts this Assessment Collection Policy to establish equitable policies and procedures for the collection of Assessments levied pursuant to the Restrictions. Terms used in this policy, but not defined, shall have the meaning subscribed to such term in the Restrictions.

Section 1. DELINQUENCIES, LATE CHARGES & INTEREST

- 1-A. **Due Date.** An Owner will timely and fully pay Assessments. Regular Assessments are assessed annually and are due and payable on the first calendar day of the month at the beginning of the fiscal year, or in such other manner as the Board may designate in its sole and absolute discretion.
- 1-B. **Delinquent.** Any Assessment that is not fully paid when due is delinquent. When the account of an Owner becomes delinquent, it remains delinquent until paid in full -- including collection costs, interest and late fees.
- 1-C. **Late Fees & Interest.** If the Association does not receive full payment of an Assessment by 5:00 p.m. after the late date established by the Board, the Association may levy a late fee per month and/or interest at the highest rate allowed by applicable usury laws then in effect or what is specified in the association governing documents on the amount of the Assessment from the late date therefore (or if there is no such highest rate, then at the rate of 1 and 1/2% per month) until paid in full.
- 1-D. **Liability for Collection Costs.** The defaulting Owner is liable to the Association for the cost of title reports, assessment liens, credit reports, certified mail, long distance calls, court costs, filing fees, and other reasonable costs and attorney's fees incurred by the Association in collecting the delinquency.
- 1-E. **Insufficient Funds.** The Association or managing agent may levy a reasonable fee for any check returned to the Association marked "not sufficient funds" or the equivalent.
- 1-F. **Waiver.** Properly levied collection costs, late fees, and interest may only be waived by a majority of the Board.

Section 2. INSTALLMENTS & ACCELERATION

If an Assessment, other than a Regular Assessment, is payable in installments, and if an Owner defaults in the payment of any installment, the Association may declare the entire Assessment in default and accelerate the due date on all remaining installments of the Assessment. An Assessment, other than a Regular Assessment, payable in installments may be accelerated only after the Association gives the Owner at least fifteen (15) days prior notice of the default and the Association's intent to accelerate the unpaid balance if the default is not timely cured. Following acceleration of the indebtedness, the Association has no duty to reinstate the installment program upon partial payment by the Owner.

Section 3. PAYMENTS

3-A. Application of Payments. After the Association notifies the Owner of a delinquency and the Owner's liability for late fees or interest, and collection costs, any payment received by the Association shall be applied in the following order, starting with the oldest charge in each category, until that category is fully paid, regardless of the amount of payment, notations on checks, and the date the obligations arose:

- | | |
|--|---------------------------|
| (1) Delinquent assessments | (4) Other attorney's fees |
| (2) Current assessments | (5) Fines |
| (3) Attorney fees and costs associated with delinquent assessments | (6) Any other amount |

3-B. Payment Plans. The Association shall offer a payment plan to a delinquent Owner with a minimum term of at least three (3) months and a maximum term of eighteen (18) months from the date the payment plan is requested for which the Owner may be charged reasonable administrative costs and interest. The Association will determine the actual terms of each payment plan offered to an Owner. An Owner is not entitled to a payment plan if the Owner has defaulted on a previous payment plan in the last two (2) years. If an Owner is in default at the time the Owner submits a payment, the Association is not required to follow the application of payments schedule set forth in Paragraph 3-A.

3-C. Notice of Payment. If the Association receives full payment of the delinquency after recording a notice of lien, the Association will cause a release of notice of lien to be publicly recorded. The Association may require the Owner to prepay the cost of preparing and recording the release.

3-F. Correction of Credit Report. If the Association receives full payment of the delinquency after reporting the defaulting Owner to a credit reporting service, the Association will report receipt of payment to the credit reporting service.

Section 4. LIABILITY FOR COLLECTION COSTS

4-A. Collection Costs. The defaulting Owner may be liable to the Association for the cost of title reports, credit reports, assessment lien, certified mail, long distance calls, filing fees, and other reasonable costs and attorney's fees incurred in the collection of the delinquency.

Section 5. COLLECTION PROCEDURES

- 5-A. Delegation of Collection Procedures. From time to time, the Association may delegate some or all of the collection procedures, as the Board in its sole discretion deems appropriate, to the Association's managing agent, an attorney, or a debt collector.
- 5-B. Delinquency Notices. If the Association has not received full payment of an Assessment by the due date, the Association may send written notice of nonpayment to the defaulting Owner, by hand delivery, first class mail, and/or by certified mail, stating the amount delinquent. The Association's delinquency-related correspondence may state that if full payment is not timely received, the Association may pursue any or all of the Association's remedies, at the sole cost and expense of the defaulting Owner.
- 5-C. Verification of Owner Information. The Association may obtain a title report to determine the names of the Owners.
- 5-D. Notification of Credit Bureau. The Association may report the defaulting Owner to one or more credit reporting services.
- 5-E. Collection by Attorney. If the Owner's account remains delinquent, the Association may refer the delinquent account to the Association's attorney for collection. In the event an account is referred to the Association's attorney, the Owner will be liable to the Association for its legal fees and expenses. Upon referral of a delinquent account to the Association's attorney, the Association's attorney will provide the following notices and take the following actions unless otherwise directed by the Board:
- (1) Initial Notice: Preparation of the Initial Notice of Demand for Payment Letter. If the account is not paid in full within 30 days (unless such notice has previously been provided by the Association, then
 - (2) Lien Notice: Preparation of the Lien Notice of Demand for Payment Letter and record a Notice of Unpaid Assessment Lien (unless such notice has previously been provided by the Association). If the account is not paid in full within 30 days, then
 - (3) Final Notice: Preparation of the Final Notice of Demand for Payment Letter and Intent to Foreclose and Notice of Intent to Foreclose. If the account is not paid in full within 30 days, then
 - (4) Foreclosure of Lien: Only upon specific approval by a majority of the Board.
- 5-F. Notice of Lien. The Association's attorney may cause a notice of the Association's Assessment lien against the Owner's home to be publicly recorded. In that event, a copy of the notice will be sent to the defaulting Owner, and may also be sent to the Owner's mortgagee.
- 5-G. Cancellation of Debt. If the Board deems the debt to be uncollectible, the Board may elect to cancel the debt on the books of the Association, in which case the Association may report the full

amount of the forgiven indebtedness to the Internal Revenue Service as income to the defaulting Owner.

- 5-H. Suspension of Use of Certain Facilities or Services. The Board may suspend the use of the Common Area amenities by an Owner, or his tenant, whose account with the Association is delinquent for at least thirty (30) days.

Section 6. GENERAL PROVISIONS

- 6-A. Independent Judgment. Notwithstanding the contents of this detailed policy, the officers, directors, manager, and attorney of the Association may exercise their independent, collective, and respective judgment in applying this policy.
- 6-B. Other Rights. This policy is in addition to and does not detract from the rights of the Association to collect Assessments under the Association's Restrictions and the laws of the State of Texas.
- 6-C. Limitations of Interest. The Association, and its officers, directors, managers, and attorneys, intend to conform strictly to the applicable usury laws of the State of Texas. Notwithstanding anything to the contrary in the Restrictions or any other document or agreement executed or made in connection with this policy, the Association will not in any event be entitled to receive or collect, as interest, a sum greater than the maximum amount permitted by applicable law. If from any circumstances whatsoever, the Association ever receives, collects, or applies as interest a sum in excess of the maximum rate permitted by law, the excess amount will be applied to the reduction of unpaid Assessments, or reimbursed to the Owner if those Assessments are paid in full.
- 6-D. Notices. Unless the Restrictions, applicable law, or this policy provide otherwise, any notice or other written communication given to an Owner pursuant to this policy will be deemed delivered to the Owner upon depositing same with the U.S. Postal Service, addressed to the Owner at the most recent address shown on the Association's records, or on personal delivery to the Owner. If the Association's records show that an Owner's property is owned by two (2) or more persons, notice to one co-Owner is deemed notice to all co-Owners. Similarly, notice to one resident is deemed notice to all residents. Written communications to the Association, pursuant to this policy, will be deemed given on actual receipt by the Association's president, secretary, managing agent, or attorney.
- 6-E. Amendment of Policy. This policy may be amended from time to time by the Board.
- 6-F. Collections Policy Schedule. The Association collections policy schedule is attached.

MARINE CREEK MEADOWS HOMEOWNERS ASSOCIATION, INC.

Duly Authorized Officer/Agent

Date

Printed Name

G. Flus

Jan 17, 2012

Marine Creek Meadows Homeowners Association Collection Policy

THIS POLICY IS EFFECTIVE JANUARY 1, 2012 AND REPLACES ANY AND ALL PRIOR COLLECTION POLICIES

The following actions are performed to collect on delinquent accounts. The charges assessed to an owner's account for certain collection action noted below are subject to change without notice. Monthly late and handling fees are assessed to delinquent accounts according to the notification on the billing statement and a monthly past due letter with account analysis or a late statement is mailed.

Check Here	Collection Step	Approximate Day of Delinquency Each Step is Taken	Notes
(X)	Past due letter with account analysis or a late statement	--- 30 th ---	An initial letter with an account analysis is mailed after the first month of fees are charged to a past due account. Additional late statements are mailed monthly when late fees are charged.
()	Utility cut-off notice	--- N/A ---	This action is taken only if the association has common meters and it is permitted in their documents.
(X)	Initial collection letter	-- 30 to 45 --	This letter is mailed by regular & certified mail & a \$10.00 processing fee charged to the owners account. This letter allows the owner thirty (30) days to pay or dispute the balance & notifies of future action if payment is not received.
(X)	Intent to report delinquent account to credit bureau	-- 60 to 75 --	This letter allows the owner ten (10) days to pay prior to reporting their delinquent account to the credit bureau. It also informs the owner of the fee that will be charged to their account if reported to the credit bureau.
(X)	Notification to owner of credit bureau reporting	-- 70 to 85 --	This letter notifies the owner that their account has been charged \$59.54 & is being reported to the credit bureau. It also informs them of future actions & the related fees that will be charged to their account.
(X)	Order title search to determine legal owner	-- 80 to 105 --	A title search is ordered & the owners account charged \$65.00. Upon receipt of the title search, a letter is mailed to the owner informing them of this action and the \$65.00 charge assessed to their account. This letter also informs them if payment is not received within ten (10) days an assessment lien will be filed with the county & the associated cost charged back to their account.
(X)	Notify owner of lien filing and file lien with the county	-- 95 to 125 --	If payment has not been received within ten (10) days a lien is prepared & the owners account charged \$178.61. A letter is mailed to the owner informing them of this action, that \$178.61 has been charged to their account & that the lien is being filed in the county records. Upon payment in full a notice of release of lien will be processed & filed in the county at no additional charge.
(X)	Forward owners file to the association attorney for small claims suit and/or foreclosure	-- 120 to 135 --	This action must be allowed in the association documents. A fee of \$25.00 will be charged to the owners account for preparing & forwarding the necessary documents to the association attorney.

(X) Forward owners file to the association attorney for small claims suit and/or foreclosure

Signature - Authorized Board Member

Date

Gary Files

Printed Name

MARY LOUISE GARCIA

COUNTY CLERK



100 West Weatherford Fort Worth, TX 76196-0401

PHONE (817) 884-1195

PRINCIPAL MANAGEMENT GROUP
ATTN: DEBBIE SIMPSON
12700 PARK CENTRAL DR STE 600
DALLAS, TX 75251

Submitter: MARINE CREEK HOA

DO NOT DESTROY
WARNING - THIS IS PART OF THE OFFICIAL RECORD.

Filed For Registration: 2/10/2012 4:49 PM

Instrument #: D212034179

OPR

3

PGS

\$20.00

By: _____

Mary Louise Garcia

D212034179

ANY PROVISION WHICH RESTRICTS THE SALE, RENTAL OR USE OF THE DESCRIBED REAL PROPERTY
BECAUSE OF COLOR OR RACE IS INVALID AND UNENFORCEABLE UNDER FEDERAL LAW.

Prepared by: MGSALAZAR

**NOTICE OF FILING OF DEDICATORY INSTRUMENTS
FOR
Marine Creek Meadows Homeowners Association Inc.**

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

THIS NOTICE OF DEDICATORY INSTRUMENT FOR Marine Creek Meadows Homeowners Association Inc. is made this 30th of January 2012, by Marine Creek Meadows Homeowners Association Inc.

WITNESSETH:

WHEREAS, Marine Creek Meadows Homeowners Association Inc. prepared and recorded an instrument entitled "Declaration of Covenants, Conditions and Restrictions for Marine Creek Meadows" dated on or about May 28, 1999, Volume 13834, Page 229, Instrument # D199135399, Real Records of Tarrant County, Texas, together with any other filings of records (if any).

WHEREAS, the Association is the property owners' association created by the Declarant to manage or regulate the planned development covered by the Declaration, as stated and recorded above; and


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

WHEREAS, the Association desires to record the attached dedicatory instrument in the real property records of Tarrant County, Texas, pursuant to and accordance with Section 202.006 of the Texas Property Code.

NOW, THEREFORE, the dedicatory instrument attached hereto as Exhibit "A" is 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.

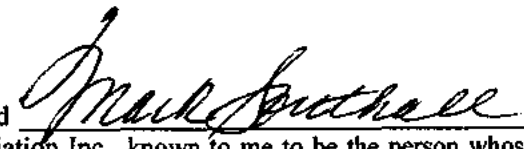
IN WITNESS WHEREOF, the Association has caused this Notice to be executed by its duly authorized agent as of the date first above written.

Marine Creek Meadows Homeowners Association Inc.

By: 
Duly Authorized Agent

ACKNOWLEDGMENT

STATE OF TEXAS §
 §
COUNTY OF DALLAS §

BEFORE ME, the undersigned authority, on this day personally appeared , Duly Authorized Agent of Marine Creek Meadows 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 30th day of January 2012.


Notary Public
State of Texas
My Commission Expires

AFTER RECORDING RETURN TO:
Principal Management Group
Attn: Debbie Simpson
12700 Park Central Drive, Suite 600
Dallas, Texas 75251

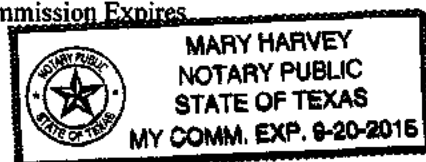


EXHIBIT AMARINE CREEK MEADOWS HOMEOWNERS ASSOCIATION, INC.
EMAIL REGISTRATION POLICY

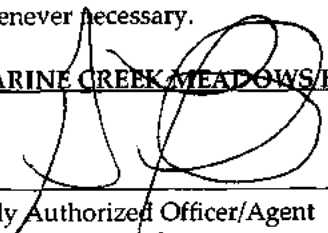
Marine Creek Meadows Homeowners Association, Inc. is a community (the "**Community**") created by and subject that certain Declaration of Covenants, Conditions and Restrictions for Marine Creek Meadows, recorded under Volume 91159, Page 1868, Official Public Records of Tarrant County, Texas, as amended (the "**Covenant**"). The operation of the Community is vested in Marine Creek Meadows Homeowners Association, Inc. (the "**Association**"), acting through its board of directors (the "**Board**"). The Association is empowered to adopt reasonable policies for the operation of the Association, including a policy for the registration of member email addresses.

The Board hereby adopts this Email Registration Policy to establish a means by which members of the Association might register and maintain their email addresses for the purpose of receiving certain required communications from the Association.

(1) **Community Website.** Should the Association maintain a community website capable of allowing members to register and maintain an email address with the Association then the member is responsible for registering and updating whenever necessary such email address so that the member can receive email notification of certain required communications from the Association.

(2) **Official Email Registration Form.** Should the Association not maintain a community website as described in (1) above then the Association shall provide each member with an Official Email Registration Form so that the member might provide to the Association an email address for the purpose of receiving email notification of certain required communications from the Association. It shall be the member's responsibility to complete and submit the form to the Association, as well as updating the Association with changes to their email address whenever necessary.

MARINE CREEK MEADOWS HOMEOWNERS ASSOCIATION, INC.


Duly Authorized Officer/Agent

Jan 17, 2012
Date

G. Files
Printed Name

MARY LOUISE GARCIA

COUNTY CLERK



100 West Weatherford Fort Worth, TX 76196-0401

PHONE (817) 884-1195

PRINCIPAL MANAGEMENT GROUP
ATTN: DEBBIE SIMPSON
12700 PARK CENTRAL DR STE 600
DALLAS, TX 75251

Submitter: MARINE CREEK HOA

DO NOT DESTROY
WARNING - THIS IS PART OF THE OFFICIAL RECORD.

Filed For Registration: 2/10/2012 4:49 PM

Instrument #: D212034178

OPR

9

PGS

\$44.00

By: _____

Mary Louise Garcia

D212034178

ANY PROVISION WHICH RESTRICTS THE SALE, RENTAL OR USE OF THE DESCRIBED REAL PROPERTY
BECAUSE OF COLOR OR RACE IS INVALID AND UNENFORCEABLE UNDER FEDERAL LAW.

Prepared by: MGSALAZAR

**NOTICE OF FILING OF DEDICATORY INSTRUMENTS
FOR
Marine Creek Meadows Homeowners Association Inc.**

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

THIS NOTICE OF DEDICATORY INSTRUMENT FOR Marine Creek Meadows Homeowners Association Inc. is made this 30th of January 2012, by Marine Creek Meadows Homeowners Association Inc.

WITNESSETH:

WHEREAS, Marine Creek Meadows Homeowners Association Inc. prepared and recorded an instrument entitled "Declaration of Covenants, Conditions and Restrictions for Marine Creek Meadows" dated on or about May 28, 1999, Volume 13834, Page 229, Instrument # D199135399, Real Records of Tarrant County, Texas, together with any other filings of records (if any).

WHEREAS, the Association is the property owners' association created by the Declarant to manage or regulate the planned development covered by the Declaration, as stated and recorded above; and

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

WHEREAS, the Association desires to record the attached dedicatory instrument in the real property records of Tarrant County, Texas, pursuant to and accordance with Section 202.006 of the Texas Property Code.

NOW, THEREFORE, the dedicatory instrument attached hereto as Exhibit "A" is 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.

Marine Creek Meadows Homeowners Association Inc.

By: _____

Duly Authorized Agent

ACKNOWLEDGMENT

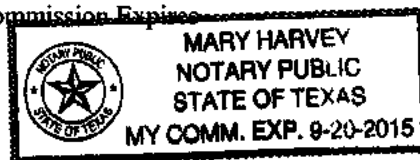
STATE OF TEXAS §
 §
COUNTY OF DALLAS §

BEFORE ME, the undersigned authority, on this day personally appeared Marc Swenell, Duly Authorized Agent of Marine Creek Meadows 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 30th day of January, 2012.

Notary Public
State of Texas
My Commission Expires

AFTER RECORDING RETURN TO:
Principal Management Group
Attn: Debbie Simpson
12700 Park Central Drive, Suite 600
Dallas, Texas 75251



Printed Name

EXHIBIT A

MARINE CREEK MEADOWS HOMEOWNERS ASSOCIATION, INC.
RECORDS INSPECTION, COPYING AND RETENTION POLICY

Terms used but not defined in this policy will have the meaning subscribed to such terms in that certain Declaration of Covenants, Conditions and Restrictions for Marine Creek Meadows, recorded under Volume 13834, Page 229, Instrument #D199135399, Official Public Records of Tarrant County, Texas, as amended (the "Covenant").

Note: Texas statutes presently render null and void any restriction in the Covenant which restricts or prohibits the inspection, copying and/or retention of association records and files in violation of the controlling provisions of the Texas Property Code or any other applicable state law. The Board has adopted this policy in lieu of any express prohibition or any provision regulating such matters which conflict with Texas law, as set forth in the Covenant.

1. **Written Form.** The Association shall maintain its records in written form or in another form capable of conversion into written form within a reasonable time.

2. **Request in Writing; Pay Estimated Costs In Advance.** An Owner (or an individual identified as an Owner's agent, attorney or certified public accountant, provided the designation is in writing and delivered to the Association) may submit a written request via certified mail to the Association's mailing address or authorized representative listed in the management certificate to access the Association's records. The written request must include sufficient detail describing the books and records requested and whether the Owner desires to inspect or copy the records. Upon receipt of a written request, the Association may estimate the costs associated with responding to each request, which costs may not exceed the costs allowed pursuant to Texas Administrative Code Section 70.3, as may be amended from time to time (a current copy of which is attached hereto). Before providing the requested records, the Association will require that the Owner remit such estimated amount to the Association. The Association will provide a final invoice to the Owner on or before the 30th business day after the records are provided by the Association. If the final invoice includes additional amounts due from the requesting party, the additional amounts, if not reimbursed to the Association before the 30th business day after the date the invoice is sent to the Owner, may be added to the Owner's account as an assessment. If the estimated costs exceeded the final invoice amount, the Owner is entitled to a refund, and the refund shall be issued to the Owner not later than the 30th business day after the date the final invoice is sent to the Owner.

3. **Period of Inspection.** Within ten (10) business days from receipt of the written request, the Association must either: (1) provide the copies to the Owner; (2) provide available inspection dates; or (3) provide written notice that the Association cannot produce the documents within the ten (10) days along with either: (i) another date within an additional fifteen (15) days on which the records may either be inspected or by which the copies will be sent to the Owner; or (ii) after a diligent search, the requested records are missing and can not be located.

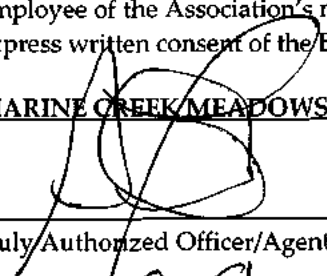
- a. **PERMANENT:** The Articles of Incorporation or the Certificate of Formation, the Bylaws and the Covenant, any and all other governing documents, guidelines, rules, regulations and policies and all amendments thereto recorded in the property records to be effective against any Owner and/or Member of the Association.
- b. **FOUR (4) YEARS:** Contracts with a term of more than one (1) year between the Association and a third party. The four (4) year retention term begins upon expiration of the contract term.
- c. **FIVE (5) YEARS:** Account records of each Owner. Account records include debit and credit entries associated with amounts due and payable by the Owner to the Association, and written or electronic records related to the Owner and produced by the Association in the ordinary course of business.
- d. **SEVEN (7) YEARS:** Minutes of all meetings of the Board and the Owners.
- e. **SEVEN (7) YEARS:** Financial books and records produced in the ordinary course of business, tax returns and audits of the Association.
- f. **GENERAL RETENTION INSTRUCTIONS:** "Permanent" means records which are not to be destroyed. Except for contracts with a term of one (1) year or more (See item 4.b. above), a retention period starts on the last day of the year in which the record is created and ends on the last day of the year of the retention period. For example, if a record is created on June 14, 2012, and the retention period is five (5) years, the retention period begins on December 31, 2012 and ends on December 31, 2017. If the retention period for a record has elapsed and the record will be destroyed, the record should be shredded or otherwise safely and completely destroyed. Electronic files should be destroyed to ensure that data cannot be reconstructed from the storage mechanism on which the record resides.

5. **Confidential Records.** As determined in the discretion of the Board, certain Association records may be kept confidential such as personnel files, Owner account or other personal information (except addresses) unless the Owner requesting the records provides a court order or written authorization from the person whose records are sought.

6. **Attorney Files.** Attorney's files and records relating to the Association (excluding invoices requested by a Owner pursuant to Texas Property Code Section 209.008(d)), are not records of the Association and are not: (a) subject to inspection by the Owner; or (b) subject to production in a legal proceeding. If a document in an attorney's files and records relating to the Association would be responsive to a legally authorized request to inspect or copy Association documents, the document shall be produced by using the copy from the attorney's files and records if the Association has not maintained a separate copy of the document. The Association is not required under any circumstance to produce a document for inspection or copying that constitutes attorney work product or that is privileged as an attorney-client communication.

7. Presence of Board Member or Manager; No Removal. At the discretion of the Board or the Association's manager, certain records may only be inspected in the presence of a Board member or employee of the Association's manager. No original records may be removed from the office without the express written consent of the Board.

MARINE CREEK MEADOWS HOMEOWNERS ASSOCIATION, INC.


Duly Authorized Officer/Agent

Jan 17, 2012
Date

C. Files
Printed Name

TEXAS ADMINISTRATIVE CODE
TITLE 1, PART 3, CHAPTER 70
RULE §70.3 - CHARGES FOR PROVIDING COPIES OF PUBLIC INFORMATION

(a) The charges in this section to recover costs associated with providing copies of public information are based on estimated average costs to governmental bodies across the state. When actual costs are 25% higher than those used in these rules, governmental bodies other than agencies of the state, may request an exemption in accordance with §70.4 of this title (relating to Requesting an Exemption).

(b) Copy charge.

(1) Standard paper copy. The charge for standard paper copies reproduced by means of an office machine copier or a computer printer is \$.10 per page or part of a page. Each side that has 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--See also §70.9 of this title)--\$.50;
- (M) Specialty paper (e.g.: Mylar, blueprint, blueline, map, photographic--actual cost.

(c) Labor charge for programming. If a particular request requires the services of a programmer in order to execute an existing program or to create a new program so that requested information may be accessed and copied, the governmental body may charge for the programmer's time.

(1) The hourly charge for a programmer is \$28.50 an hour. Only programming services shall be charged at this hourly rate.

(2) Governmental bodies that do not have in-house programming capabilities shall comply with requests in accordance with §552.231 of the Texas Government Code.

(3) If the charge for providing a copy of public information includes costs of labor, a governmental body shall comply with the requirements of §552.261(b) of the Texas Government Code.

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

(1) The charge for labor costs incurred in processing a request for public information is \$15 an hour. The labor charge includes the actual time to locate, compile, manipulate data, and reproduce the requested information.

(2) A labor charge shall not be billed in connection with complying with requests that are for 50 or fewer pages of paper records, unless the documents to be copied are located in:

(A) Two or more separate buildings that are not physically connected with each other; or

(B) A remote storage facility.

(3) A labor charge shall not be recovered for any time spent by an attorney, legal assistant, or any other person who reviews the requested information:

(A) To determine whether the governmental body will raise any exceptions to disclosure of the requested information under the Texas Government Code, Subchapter C, Chapter 552; or

(B) To research or prepare a request for a ruling by the attorney general's office pursuant to §552.301 of the Texas Government Code.

(4) When confidential information pursuant to a mandatory exception of the Act is mixed with public 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 public information. A labor charge shall not be made for redacting confidential information for requests of 50 or fewer pages, unless the request also qualifies for a labor charge pursuant to Texas Government Code, §552.261(a)(1) or (2).

(5) If the charge for providing a copy of public information includes costs of labor, a governmental body shall comply with the requirements of Texas Government Code, Chapter 552, §552.261(b).

(6) For purposes of paragraph (2)(A) of this subsection, two buildings connected by a covered or open sidewalk, an elevated or underground passageway, or a similar facility, are not considered to be separate buildings.

(e) Overhead charge.

(1) Whenever any labor charge is applicable to a request, a governmental body 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 a governmental body 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 made statewide.

(2) An overhead charge shall not be made for requests for copies of 50 or fewer pages of standard paper records unless the request also qualifies for a labor charge pursuant to Texas Government Code, §552.261(a)(1) or (2).

(3) The overhead charge shall be computed at 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 \times .20 = \3.00 ; or Programming labor charge, $\$28.50 \times .20 = \5.70 . If a request requires one hour of labor charge for locating, compiling, and reproducing information (\$15.00 per hour); and one hour of programming labor charge (\$28.50 per hour), the combined overhead would be: $\$15.00 + \$28.50 = \$43.50 \times .20 = \8.70 .

(f) Microfiche and microfilm charge.

(1) If a governmental body already has information that exists on microfiche or microfilm and has copies available for sale or distribution, the charge for a copy must not exceed the cost of its reproduction. If no copies of the requested microfiche or microfilm are available and the information on the microfiche or microfilm can be released in its entirety, the governmental body should make a copy of the microfiche or microfilm. The charge for a copy shall not exceed the cost of its reproduction. The Texas State Library and Archives Commission has the capacity to reproduce microfiche and microfilm for governmental bodies. Governmental bodies that do not have in-house capability to reproduce microfiche or microfilm are encouraged to contact the Texas State Library before having the reproduction made commercially.

(2) If only a master copy of information in microfilm is maintained, the charge is \$.10 per page for standard size paper copies, plus any applicable labor and overhead charge for more than 50 copies.

(g) Remote document retrieval charge.

(1) Due to limited on-site capacity of storage documents, it is frequently necessary to store information that is not in current use in remote storage locations. Every effort should be made by governmental bodies to store current records on-site. State agencies are encouraged to store inactive or non-current records with the Texas State Library and Archives Commission. To the extent that the retrieval of documents results in a charge to comply with a request, it is permissible to recover costs of such services for requests that qualify for labor charges under current law.

(2) If a governmental body has a contract with a commercial records storage company, whereby the private company charges a fee to locate, retrieve, deliver, and return to storage the needed record(s), no additional labor charge shall be factored in for time spent locating documents at the storage location by the private company's personnel. If after delivery to the governmental body, the boxes must still be searched for records that are responsive to the request, a labor charge is allowed according to subsection (d)(1) of this section.

(h) Computer resource charge.

(1) The computer resource charge is a utilization charge for computers based on the amortized cost of acquisition, lease, operation, and maintenance of computer resources, which might include, but is not limited to, some or all of the following: central processing units (CPUs),

servers, disk drives, local area networks (LANs), printers, tape drives, other peripheral devices, communications devices, software, and system utilities.

(2) These computer resource charges are not intended to substitute for cost recovery methodologies or charges made for purposes other than responding to public information requests.

(3) The charges in this subsection are averages based on a survey of governmental bodies with a broad range of computer capabilities. Each governmental body using this cost recovery charge shall determine which category(ies) of computer system(s) used to fulfill the public information request most closely fits its existing system(s), and set its charge accordingly. Type of System--Rate: mainframe--\$10 per CPU minute; Midsize--\$1.50 per CPU minute; Client/Server--\$2.20 per clock hour; PC or LAN--\$1.00 per clock hour.

(4) The charge made to recover the computer utilization cost is the actual time the computer takes to execute a particular program times the applicable rate. The CPU charge is not meant to apply to programming or printing time; rather it is solely to recover costs associated with the actual time required by the computer to execute a program. This time, called CPU time, can be read directly from the CPU clock, and most frequently will be a matter of seconds. If programming is required to comply with a particular request, the appropriate charge that may be recovered for programming time is set forth in subsection (d) of this section. No charge should be made for computer print-out time. Example: If a mainframe computer is used, and the processing time is 20 seconds, the charges would be as follows: $\$10 / 3 = \3.33 ; or $\$10 / 60 \times 20 = \3.33 .

(5) A governmental body that does not have in-house computer capabilities shall comply with requests in accordance with the §552.231 of the Texas Government Code.

(i) Miscellaneous supplies. The actual cost of miscellaneous supplies, such as labels, boxes, and other supplies used to produce the requested information, may be added to the total charge for public information.

(j) Postal and shipping charges. Governmental bodies may add any related postal or shipping expenses which are necessary to transmit the reproduced information to the requesting party.

(k) Sales tax. Pursuant to Office of the Comptroller of Public Accounts' rules sales tax shall not be added on charges for public information (34 TAC, Part 1, Chapter 3, Subchapter O, §3.341 and §3.342).

(l) Miscellaneous charges: A governmental body that accepts payment by credit card for copies of public information and that is charged a "transaction fee" by the credit card company may recover that fee.

(m) These charges are subject to periodic reevaluation and update.

Source Note: The provisions of this §70.3 adopted to be effective September 18, 1996, 21 TexReg 8587; amended to be effective February 20, 1997, 22 TexReg 1625; amended to be effective December 3, 1997, 22 TexReg 11651; amended to be effective December 21, 1999, 24 TexReg 11255; amended to be effective January 16, 2003, 28 TexReg 439; amended to be effective February 11, 2004, 29 TexReg 1189; transferred effective September 1, 2005, as published in the Texas Register September 29, 2006, 31 TexReg 8251; amended to be effective February 22, 2007, 32 TexReg 614

MARY LOUISE GARCIA

COUNTY CLERK



100 West Weatherford Fort Worth, TX 76196-0401

PHONE (817) 884-1195

PRINCIPAL MANAGEMENT GROUP
ATTN: DEBBIE SIMPSON
12700 PARK CENTRAL DR STE 600
DALLAS, TX 75251

Submitter: MARINE CREEK HOA

DO NOT DESTROY
WARNING - THIS IS PART OF THE OFFICIAL RECORD.

Filed For Registration: 2/10/2012 4:49 PM

Instrument #: D212034177

OPR

3

PGS

\$20.00

By: _____

Mary Louise Garcia

D212034177

ANY PROVISION WHICH RESTRICTS THE SALE, RENTAL OR USE OF THE DESCRIBED REAL PROPERTY
BECAUSE OF COLOR OR RACE IS INVALID AND UNENFORCEABLE UNDER FEDERAL LAW.

Prepared by: MGSALAZAR

**NOTICE OF FILING OF DEDICATORY INSTRUMENTS
FOR
Marine Creek Meadows Homeowners Association Inc.**

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

THIS NOTICE OF DEDICATORY INSTRUMENT FOR Marine Creek Meadows Homeowners Association Inc. is made this 30th of January 2012, by Marine Creek Meadows Homeowners Association Inc.

WITNESSETH:

WHEREAS, Marine Creek Meadows Homeowners Association Inc. prepared and recorded an instrument entitled "Declaration of Covenants, Conditions and Restrictions for Marine Creek Meadows" dated on or about May 28, 1999, Volume 13834, Page 229, Instrument # D199135399, Real Records of Tarrant County, Texas, together with any other filings of records (if any).

WHEREAS, the Association is the property owners' association created by the Declarant to manage or regulate the planned development covered by the Declaration, as stated and recorded above; and

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

WHEREAS, the Association desires to record the attached dedicatory instrument in the real property records of Tarrant County, Texas, pursuant to and accordance with Section 202.006 of the Texas Property Code.

NOW, THEREFORE, the dedicatory instrument attached hereto as Exhibit "A" is 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.

Marine Creek Meadows Homeowners Association Inc.

By: _____

Duly Authorized Agent

ACKNOWLEDGMENT

STATE OF TEXAS §
 §
COUNTY OF DALLAS §

BEFORE ME, the undersigned authority, on this day personally appeared Mark Brothwell, Duly Authorized Agent of Marine Creek Meadows 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 30th day of January 2012.

Mary Harvey
Notary Public
State of Texas
My Commission Expires

AFTER RECORDING RETURN TO:
Principal Management Group
Attn: Debbie Simpson
12700 Park Central Drive, Suite 600
Dallas, Texas 75251



EXHIBIT A

MARINE CREEK MEADOWS HOMEOWNERS ASSOCIATION, INC.
DISPLAY OF CERTAIN RELIGIOUS ITEMS POLICY

Terms used but not defined in this policy will have the meaning subscribed to such terms in that certain Declaration of Covenants, Conditions and Restrictions for Marine Creek Meadows, recorded under Volume 91139, Page 1805, Official Public Records of Tarrant County, Texas, as amended (the "Covenant").

1. Display of Certain Religious Items Permitted. An Owner or resident is permitted to display or affix to the entry of the Owner's or resident's dwelling one or more religious items, the display of which is motivated by the Owner's or resident's sincere religious belief. This Policy outlines the standards which shall apply with respect to the display or affixing of certain religious items on the entry to the Owner's or resident's dwelling.

2. General Guidelines. Religious items may be displayed or affixed to an Owner or resident's entry door or door frame of the Owner or resident's dwelling; provided, however, that individually or in combination with each other, the total size of the display is no greater than twenty-five square inches (5"x5" = 25 square inches).

3. Prohibitions. No religious item may be displayed or affixed to an Owner or resident's dwelling that: (a) threatens the public health or safety; (b) violates applicable law; or (c) contains language, graphics or any display that is patently offensive. No religious item may be displayed or affixed in any location other than the entry door or door frame and in no event may extend past the outer edge of the door frame of the Owner or resident's dwelling. Nothing in this Policy may be construed in any manner to authorize an Owner or resident to use a material or color for an entry door or door frame of the Owner or resident's dwelling or make an alteration to the entry door or door frame that is not otherwise permitted pursuant to the Association's governing documents.

4. Removal. The Association may remove any item which is in violation of the terms and provisions of this Policy.

5. Covenants in Conflict with Statutes. To the extent that any provision of the Association's recorded covenants restrict or prohibit an Owner or resident from displaying or affixing a religious item in violation of the controlling provisions of Section 202.018 of the Texas Property Code, the Association shall have no authority to enforce such provisions and the provisions of this Policy shall hereafter control.

MARINE CREEK MEADOWS HOMEOWNERS ASSOCIATION, INC.

Duly Authorized Officer/Agent

Jan 17, 2012
Date

G. Files
Printed Name

MARY LOUISE GARCIA

COUNTY CLERK



100 West Weatherford Fort Worth, TX 76196-0401

PHONE (817) 884-1195

PRINCIPAL MANAGEMENT GROUP
ATTN: DEBBIE SIMPSON
12700 PARK CENTRAL DR STE 600
DALLAS, TX 75251

Submitter: MARINE CREEK HOA

DO NOT DESTROY
WARNING - THIS IS PART OF THE OFFICIAL RECORD.

Filed For Registration: 2/10/2012 4:49 PM

Instrument #: D212034176

OPR

5

PGS

\$28.00

By: _____

Mary Louise Garcia

D212034176

ANY PROVISION WHICH RESTRICTS THE SALE, RENTAL OR USE OF THE DESCRIBED REAL PROPERTY
BECAUSE OF COLOR OR RACE IS INVALID AND UNENFORCEABLE UNDER FEDERAL LAW.

Prepared by: MGSALAZAR

**NOTICE OF FILING OF DEDICATORY INSTRUMENTS
FOR
Marine Creek Meadows Homeowners Association Inc.**

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

THIS NOTICE OF DEDICATORY INSTRUMENT FOR Marine Creek Meadows Homeowners Association Inc. is made this 30th of January 2012, by Marine Creek Meadows Homeowners Association Inc.

WITNESSETH:

WHEREAS, Marine Creek Meadows Homeowners Association Inc. prepared and recorded an instrument entitled "Declaration of Covenants, Conditions and Restrictions for Marine Creek Meadows" dated on or about May 28, 1999, Volume 13834, Page 229, Instrument # D199135399, Real Records of Tarrant County, Texas, together with any other filings of records (if any).

WHEREAS, the Association is the property owners' association created by the Declarant to manage or regulate the planned development covered by the Declaration, as stated and recorded above; and

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

WHEREAS, the Association desires to record the attached dedicatory instrument in the real property records of Tarrant County, Texas, pursuant to and accordance with Section 202.006 of the Texas Property Code.

NOW, THEREFORE, the dedicatory instrument attached hereto as Exhibit "A" is 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.

Marine Creek Meadows Homeowners Association Inc.

By: _____

Duly Authorized Agent

ACKNOWLEDGMENT

STATE OF TEXAS §
 §
COUNTY OF DALLAS §

BEFORE ME, the undersigned authority, on this day personally appeared Mary Harvey, Duly Authorized Agent of Marine Creek Meadows 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 30th day of January, 2012.

Notary Public
State of Texas
My Commission Expires

AFTER RECORDING RETURN TO:
Principal Management Group
Attn: Debbie Simpson
12700 Park Central Drive, Suite 600
Dallas, Texas 75251

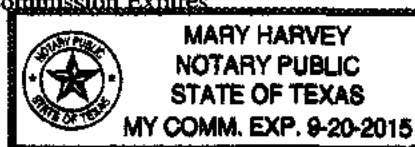


EXHIBIT A**MARINE CREEK MEADOWS HOMEOWNERS ASSOCIATION, INC.**
FLAG DISPLAY AND FLAGPOLE INSTALLATION POLICY

Terms used but not defined in this policy will have the meaning subscribed to such terms in that certain Declaration of Covenants, Conditions and Restrictions for Marine Creek Meadows, recorded under Volume 13834, Page 229, Instrument #D199135399, Official Public Records of Tarrant County, Texas, as amended (the "Covenant").

Note: Texas statutes presently render null and void any restriction in the Covenant which restricts or prohibits the display of certain flags or the installation of certain flagpoles on a residential lot in violation of the controlling provisions of Section 202.011 of the Texas Property Code or any federal or other applicable state law. The Board and/or the architectural approval authority under the Covenant has adopted this policy in lieu of any express prohibition against certain flags and flagpoles, or any provision regulating such matters which conflict with Texas law, as set forth in the Covenant.

A. ARCHITECTURAL REVIEW APPROVAL

1. Approval Required. Approval by the ACC is required prior to installing a flagpole no more than five feet (5') in length affixed to the front of a residence near the principal entry or affixed to the rear of a residence ("Mounted Flagpole"). A Mounted Flag or Mounted Flagpole need to be approved in advance by the architectural review authority under the Covenant (the "ACC"). The ACC is not responsible for: (i) errors in or omissions in the application submitted to the ACC for approval; (ii) supervising installation or construction to confirm compliance with an approved application; or (iii) the compliance of an approved application with governmental codes and ordinances, state and federal laws.

2. Approval Required. Approval by the ACC is required prior to installing vertical freestanding flagpoles installed in the front or back yard area of any residential lot ("Freestanding Flagpole"). The ACC is not responsible for: (i) errors in or omissions in the application submitted to the ACC for approval; (ii) supervising installation or construction to confirm compliance with an approved application; or (iii) the compliance of an approved application with governmental codes and ordinances, state and federal laws.

B. PROCEDURES AND REQUIREMENTS

1. Approval Application. To obtain ACC approval of any Freestanding Flagpole, the Owner shall provide the ACC with the following information: (a) the location of the flagpole to be installed on the property; (b) the type of flagpole to be installed; (c) the dimensions of the flagpole; and (d) the proposed materials of the flagpole (the "Flagpole Application"). A Flagpole Application may only be submitted by an Owner UNLESS the Owner's tenant provides written confirmation at the time of submission that the Owner consents to the Flagpole Application.

2. Approval Process. The decision of the ACC will be made within a reasonable time, or within the time period otherwise required by the principal deed restrictions which govern the review and approval of improvements. A Flagpole Application submitted to install a Freestanding Flagpole on property owned by the Association or property owned in common by members of the Association will not be approved. Any proposal to install a Freestanding Flagpole on property owned by the Association

or property owned in common by members of the Association must be approved in advance and in writing by the Board, and the Board need not adhere to this policy when considering any such request.

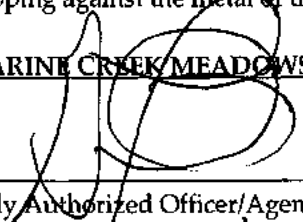
Each Owner is advised that if the Flagpole Application is approved by the ACC, installation of the Freestanding Flagpole must: (i) strictly comply with the Flagpole Application; (ii) commence within thirty (30) days of approval; and (iii) be diligently prosecuted to completion. If the Owner fails to cause the Freestanding Flagpole to be installed in accordance with the approved Flagpole Application, the ACC may require the Owner to: (i) modify the Flagpole Application to accurately reflect the Freestanding Flagpole installed on the property; or (ii) remove the Freestanding Flagpole and reinstall the flagpole in accordance with the approved Flagpole Application. Failure to install a Freestanding Flagpole in accordance with the approved Flagpole Application or an Owner's failure to comply with the post-approval requirements constitutes a violation of this policy and may subject the Owner to fines and penalties. Any requirement imposed by the ACC to resubmit a Flagpole Application or remove and relocate a Freestanding Flagpole in accordance with the approved Flagpole Application shall be at the Owner's sole cost and expense.

3. Installation, Display and Approval Conditions. Unless otherwise approved in advance and in writing by the ACC, Permitted Flags, Permitted Flagpoles and Freestanding Flagpoles, installed in accordance with the Flagpole Application, must comply with the following:

- (a) No more than one (1) Freestanding Flagpole OR no more than two (2) Mounted Flagpoles are permitted per residential lot, on which only Mounted Flags may be displayed;
- (b) Any Mounted Flagpole must be no longer than five feet (5') in length and any Freestanding Flagpole must be no more than twenty feet (20') in height;
- (c) Any Mounted Flag displayed on any flagpole may not be more than three feet in height by five feet in width (3'x5');
- (d) With the exception of flags displayed on common area owned and/or maintained by the Association and any lot which is being used for marketing purposes by a builder, the flag of the United States of America must be displayed in accordance with 4 U.S.C. Sections 5-10 and the flag of the State of Texas must be displayed in accordance with Chapter 3100 of the Texas Government Code;
- (e) The display of a flag, or the location and construction of the flagpole must comply with all applicable zoning ordinances, easements and setbacks of record;
- (f) Any flagpole must be constructed of permanent, long-lasting materials, with a finish appropriate to the materials used in the construction of the flagpole and harmonious with the dwelling;
- (g) A flag or a flagpole must be maintained in good condition and any deteriorated flag or deteriorated or structurally unsafe flagpole must be repaired, replaced or removed;
- (h) Any flag may be illuminated by no more than one (1) halogen landscaping light of low beam intensity which shall not be aimed towards or directly affect any neighboring property; and

(i) Any external halyard of a flagpole must be secured so as to reduce or eliminate noise from flapping against the metal of the flagpole.

MARINE CREEK MEADOWS HOMEOWNERS ASSOCIATION, INC.


Duly Authorized Officer/Agent

Jan 17, 2012
Date

G. Files
Printed Name

MARY LOUISE GARCIA

COUNTY CLERK



100 West Weatherford Fort Worth, TX 76196-0401

PHONE (817) 884-1195

PRINCIPAL MANAGEMENT GROUP
ATTN: DEBBIE SIMPSON
12700 PARK CENTRAL DR STE 600
DALLAS, TX 75251

Submitter: MARINE CREEK HOA

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WARNING - THIS IS PART OF THE OFFICIAL RECORD.

Filed For Registration: 2/10/2012 4:49 PM

Instrument #: D212034175

OPR

4

PGS

\$24.00

By: _____

Mary Louise Garcia

D212034175

ANY PROVISION WHICH RESTRICTS THE SALE, RENTAL OR USE OF THE DESCRIBED REAL PROPERTY
BECAUSE OF COLOR OR RACE IS INVALID AND UNENFORCEABLE UNDER FEDERAL LAW.

Prepared by: MGSALAZAR

**NOTICE OF FILING OF DEDICATORY INSTRUMENTS
FOR
Marine Creek Meadows Homeowners Association Inc.**

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

THIS NOTICE OF DEDICATORY INSTRUMENT FOR Marine Creek Meadows Homeowners Association Inc. is made this 30th of January 2012, by Marine Creek Meadows Homeowners Association Inc.

WITNESSETH:

WHEREAS, Marine Creek Meadows Homeowners Association Inc. prepared and recorded an instrument entitled "Declaration of Covenants, Conditions and Restrictions for Marine Creek Meadows" dated on or about May 28, 1999, Volume 13834, Page 229, Instrument # D199135399, Real Records of Tarrant County, Texas, together with any other filings of records (if any).

WHEREAS, the Association is the property owners' association created by the Declarant to manage or regulate the planned development covered by the Declaration, as stated and recorded above; and

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

WHEREAS, the Association desires to record the attached dedicatory instrument in the real property records of Tarrant County, Texas, pursuant to and accordance with Section 202.006 of the Texas Property Code.

NOW, THEREFORE, the dedicatory instrument attached hereto as Exhibit "A" is 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.

Marine Creek Meadows Homeowners Association Inc.

By: _____

Duly Authorized Agent

ACKNOWLEDGMENT

**STATE OF TEXAS §
 §
COUNTY OF DALLAS §**

BEFORE ME, the undersigned authority, on this day personally appeared Mark Butts, Duly Authorized Agent of Marine Creek Meadows 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 30th day of January 2012.

Notary Public
State of Texas
My Commission Expires

AFTER RECORDING RETURN TO:
Principal Management Group
Attn: Debbie Simpson
12700 Park Central Drive, Suite 600
Dallas, Texas 75251

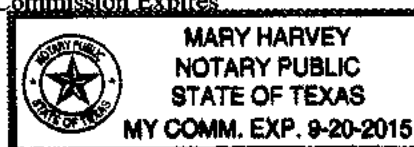


EXHIBIT A
MARINE CREEK MEADOWS HOMEOWNERS ASSOCIATION, INC
RAINWATER HARVESTING SYSTEM POLICY

Terms used but not defined in this policy will have the meaning subscribed to such terms in that certain Declaration of Covenants, Conditions and Restrictions for Marine Creek Meadows, recorded under Volume 13834, Page 229, Instrument #D199135399, Official Public Records of Tarrant County, Texas, as amended (the "Covenant").

Note: Texas statutes presently render null and void any restriction in the Covenant which prohibits the installation of rain barrels or a rainwater harvesting system on a residential lot. The Board and/or the architectural approval authority under the Covenant has adopted this policy in lieu of any express prohibition against rain barrels or rainwater harvesting systems, or any provision regulating such matters which conflict with Texas law, as set forth in the Covenant

A. ARCHITECTURAL REVIEW APPROVAL REQUIRED.

Approval by architectural review authority under the Covenant (the "ACC") is required prior to installing rain barrels or rainwater harvesting system on a residential lot (a "Rainwater Harvesting System"). The ACC is not responsible for: (i) errors in or omissions in the application submitted to the ACC for approval; (ii) supervising installation or construction to confirm compliance with an approved application; or (iii) the compliance of an approved application with governmental codes and ordinances, state and federal laws.

B. RAINWATER HARVESTING SYSTEM PROCEDURES AND REQUIREMENTS

1. Approval Application. To obtain ACC approval of a Rainwater Harvesting System, the Owner shall provide the ACC with the following information: (i) the proposed installation location of the Rainwater Harvesting System; and (ii) a description of the Rainwater Harvesting System, including the color, dimensions, manufacturer, and photograph or other accurate depiction (the "Rain System Application"). A Rain System Application may only be submitted by an Owner unless the Owner's tenant provides written confirmation at the time of submission that the Owner consents to the Rain System Application.

2. Approval Process. The decision of the ACC will be made within a reasonable time, or within the time period otherwise required by the principal deed restrictions which govern the review and approval of improvements. A Rain System Application submitted to install a Rainwater Harvesting System on property owned by the Association or property owned in common by members of the Association will not be approved. Any proposal to install a Rainwater Harvesting System on property owned by the Association or property owned in common by members of the Association must be approved in advance and in writing by the Board, and the Board need not adhere to this policy when considering any such request.

Each Owner is advised that if the Rain System Application is approved by the ACC, installation of the Rainwater Harvesting System must: (i) strictly comply with the Rain System Application; (ii) commence within thirty (30) days of approval; and (iii) be diligently prosecuted to completion. If the Owner fails to cause the Rain System Application to be installed in accordance with the approved Rain System Application, the ACC may require the Owner to: (i) modify the Rain System Application to

accurately reflect the Rain System Device installed on the property; or (ii) remove the Rain System Device and reinstall the device in accordance with the approved Rain System Application. Failure to install a Rain System Device in accordance with the approved Rain System Application or an Owner's failure to comply with the post-approval requirements constitutes a violation of this policy and may subject the Owner to fines and penalties. Any requirement imposed by the ACC to resubmit a Rain System Application or remove and relocate a Rain System Device in accordance with the approved Rain System shall be at the Owner's sole cost and expense.

3. Approval Conditions. Unless otherwise approved in advance and in writing by the ACC, each Rain System Application and each Rain System Device to be installed in accordance therewith must comply with the following:

(i) The Rain System Device must be consistent with the color scheme of the residence constructed on the Owner's lot, as reasonably determined by the ACC.

(ii) The Rain System Device does not include any language or other content that is not typically displayed on such a device.

(iii) The Rain System Device is in no event located between the front of the residence constructed on the Owner's lot and any adjoining or adjacent street.

(iv) There is sufficient area on the Owner's lot to install the Rain System Device, as reasonably determined by the ACC.

(v) If the Rain System Device will be installed on or within the side yard of a lot, or would otherwise be visible from a street, common area, or another Owner's property, the ACC may regulate the size, type, shielding of, and materials used in the construction of the Rain System Device. See Section B. 4 for additional guidance.

4. Guidelines for Certain Rain System Devices. If the Rain System Device will be installed on or within the side yard of a lot, or would otherwise be visible from a street, common area, or another Owner's property, the ACC may regulate the size, type, shielding of, and materials used in the construction of the Rain System Device. Accordingly, when submitting a Rain Device Application, the application should describe methods proposed by the Owner to shield the Rain System Device from the view of any street, common area, or another Owner's property. When reviewing a Rain System Application for a Rain System Device that will be installed on or within the side yard of a lot, or would otherwise be visible from a street, common area, or another Owner's property, any additional regulations imposed by the ACC to regulate the size, type, shielding of, and materials used in the construction of the Rain System Device may not prohibit the economic installation of the Rain System Device, as reasonably determined by the ACC.

MARINE CREEK MEADOWS HOMEOWNERS ASSOCIATION, INC.

Duly Authorized Officer/Agent

Jan 17, 2012
Date

Printed Name

E. Files

MARY LOUISE GARCIA

COUNTY CLERK



100 West Weatherford Fort Worth, TX 76196-0401

PHONE (817) 884-1195

PRINCIPAL MANAGEMENT GROUP
ATTN: DEBBIE SIMPSON
12700 PARK CENTRAL DR STE 600
DALLAS, TX 75251

Submitter: MARINE CREEK HOA

DO NOT DESTROY
WARNING - THIS IS PART OF THE OFFICIAL RECORD.

Filed For Registration: 2/10/2012 4:49 PM

Instrument #: D212034174

OPR

5

PGS

\$28.00

By: _____

Mary Louise Garcia

D212034174

ANY PROVISION WHICH RESTRICTS THE SALE, RENTAL OR USE OF THE DESCRIBED REAL PROPERTY
BECAUSE OF COLOR OR RACE IS INVALID AND UNENFORCEABLE UNDER FEDERAL LAW.

Prepared by: MGSALAZAR

**NOTICE OF FILING OF DEDICATORY INSTRUMENTS
FOR
Marine Creek Meadows Homeowners Association Inc.**

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

THIS NOTICE OF DEDICATORY INSTRUMENT FOR Marine Creek Meadows Homeowners Association Inc. is made this 30th of January 2012, by Marine Creek Meadows Homeowners Association Inc.

WITNESSETH:

WHEREAS, Marine Creek Meadows Homeowners Association Inc. prepared and recorded an instrument entitled "Declaration of Covenants, Conditions and Restrictions for Marine Creek Meadows" dated on or about May 28, 1999, Volume 13834, Page 229, Instrument # D199135399, Real Records of Tarrant County, Texas, together with any other filings of records (if any).

WHEREAS, the Association is the property owners' association created by the Declarant to manage or regulate the planned development covered by the Declaration, as stated and recorded above; and

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

WHEREAS, the Association desires to record the attached dedicatory instrument in the real property records of Tarrant County, Texas, pursuant to and accordance with Section 202.006 of the Texas Property Code.

NOW, THEREFORE, the dedicatory instrument attached hereto as Exhibit "A" is 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.

Marine Creek Meadows Homeowners Association Inc.

By: _____

Duly Authorized Agent

ACKNOWLEDGMENT

STATE OF TEXAS §
 §
COUNTY OF DALLAS §

BEFORE ME, the undersigned authority, on this day personally appeared Maria Gutierrez, Duly Authorized Agent of Marine Creek Meadows 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 30th day of January 2012.

Notary Public
State of Texas
My Commission Expires

AFTER RECORDING RETURN TO:
Principal Management Group
Attn: Debbie Simpson
12700 Park Central Drive, Suite 600
Dallas, Texas 75251

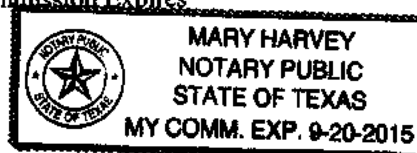


EXHIBIT A

MARINE CREEK MEADOWS HOMEOWNERS ASSOCIATION, INC.
SOLAR DEVICE POLICY
ENERGY EFFICIENT ROOFING POLICY

Terms used but not defined in this policy will have the meaning subscribed to such terms in that certain Declaration of Covenants, Conditions and Restrictions for Marine Creek Meadows, recorded under Volume 13834, Page 229, Instrument #D199135399 Official Public Records of Tarrant County, Texas, as amended (the "Covenant").

Note: Texas statutes presently render null and void any restriction in the Covenant which prohibits the installation of solar devices or energy efficient roofing on a residential lot. The Board and/or the architectural approval authority under the Covenant has adopted this policy in lieu of any express prohibition against solar devices or energy efficient roofing, or any provision regulating such matters which conflict with Texas law, as set forth in the Covenant

A. DEFINITIONS AND GENERAL PROVISIONS

1. Solar Energy Device Defined. A "Solar Energy Device" means a system or series of mechanisms designed primarily to provide heating or cooling or to produce electrical or mechanical power by collecting and transferring solar-generated energy. The term includes a mechanical or chemical device that has the ability to store solar-generated energy for use in heating or cooling or in the production of power.

2. Energy Efficiency Roofing Defined. As used in this Policy, "Energy Efficiency Roofing" means shingles that are designed primarily to: (a) be wind and hail resistant; (b) provide heating and cooling efficiencies greater than those provided by customary composite shingles; or (c) provide solar generation capabilities.

3. Architectural Review Approval Required. Approval by the architectural review authority under the Covenant (the "ACC") is required prior to installing a Solar Energy Device or Energy Efficient Roofing. The ACC is not responsible for: (i) errors in or omissions in the application submitted to the ACC for approval; (ii) supervising the installation or construction to confirm compliance with an approved application; or (iii) the compliance of approved application with governmental codes and ordinances, state and federal laws.

B. SOLAR ENERGY DEVICE PROCEDURES AND REQUIREMENTS

During any development period under the terms and provisions of the Covenant, the architectural review approval authority established under the Covenant need not adhere to the terms and provisions of this Solar Device Policy and may approve, deny, or further restrict the installation of any Solar Device. A development period continues for so long as the Declarant has reserved the right to facilitate the development, construction, size, shape, composition and marketing of the community.

1. Approval Application. To obtain ACC approval of a Solar Energy Device, the Owner shall provide the ACC with the following information: (i) the proposed installation location of the Solar Energy Device; and (ii) a description of the Solar Energy Device, including the dimensions, manufacturer, and photograph or other accurate depiction (the "Solar Application"). A Solar Application may only be submitted by an Owner unless the Owner's tenant provides written confirmation at the time of submission that the Owner consents to the Solar Application.

2. Approval Process. The decision of the ACC will be made within a reasonable time, or within the time period otherwise required by the principal deed restrictions which govern the review and approval of improvements. The ACC will approve a Solar Energy Device if the Solar Application complies with Section B.3 below UNLESS the ACC makes a written determination that placement of the Solar Energy Device, despite compliance with Section B.3, will create a condition that substantially interferes with the use and enjoyment of the property within the community by causing unreasonable discomfort or annoyance to persons of ordinary sensibilities. The ACC's right to make a written determination in accordance with the foregoing sentence is negated if all Owners of property immediately adjacent to the Owner/applicant provide written approval of the proposed placement. Notwithstanding the foregoing provision, a Solar Application submitted to install a Solar Energy Device on property owned or maintained by the Association or property owned in common by members of the Association will not be approved despite compliance with Section B.3. Any proposal to install a Solar Energy Device on property owned or maintained by the Association or property owned in common by members of the Association must be approved in advance and in writing by the Board, and the Board need not adhere to this policy when considering any such request.

Each Owner is advised that if the Solar Application is approved by the ACC, installation of the Solar Energy Device must: (i) strictly comply with the Solar Application; (ii) commence within thirty (30) days of approval; and (iii) be diligently prosecuted to completion. If the Owner fails to cause the Solar Energy Device to be installed in accordance with the approved Solar Application, the ACC may require the Owner to: (i) modify the Solar Application to accurately reflect the Solar Energy Device installed on the property; or (ii) remove the Solar Energy Device and reinstall the device in accordance with the approved Solar Application. Failure to install a Solar Energy Device in accordance with the approved Solar Application or an Owner's failure to comply with the post-approval requirements constitutes a violation of this policy and may subject the Owner to fines and penalties. Any requirement imposed by the ACC to resubmit a Solar Application or remove and relocate a Solar Energy Device in accordance with the approved Solar Application shall be at the Owner's sole cost and expense.

3. Approval Conditions. Unless otherwise approved in advance and in writing by the ACC, each Solar Application and each Solar Energy Device to be installed in accordance therewith must comply with the following:

(i) The Solar Energy Device must be located on the roof of the residence located on the Owner's lot, entirely within a fenced area of the Owner's lot, or entirely within a fenced patio located on the Owner's lot. If the Solar Energy Device will be located on the roof of the residence, the ACC may designate the location for placement unless the location proposed by the Owner increases the estimated annual energy production of the Solar Energy Device, as determined by using a publicly available modeling tool provided by the National Renewable Energy Laboratory, by more than 10 percent above the energy production of the Solar Energy Device if installed in the location designated by the ACC. If the Owner desires to contest the alternate location proposed by the ACC, the Owner should submit information to the ACC which demonstrates that the Owner's proposed location meets the foregoing

criteria. If the Solar Energy Device will be located in the fenced area of the Owner's lot or patio, no portion of the Solar Energy Device may extend above the fence line.

(ii) If the Solar Energy Device is mounted on the roof of the principal residence located on the Owner's lot, then: (A) the Solar Energy Device may not extend higher than or beyond the roofline; (B) the Solar Energy Device must conform to the slope of the roof and the top edge of the Solar Device must be parallel to the roofline; (C) the frame, support brackets, or visible piping or wiring associated with the Solar Energy Device must be silver, bronze or black.

C. ENERGY EFFICIENT ROOFING

The ACC will not prohibit an Owner from installing Energy Efficient Roofing provided that the Energy Efficient Roofing shingles: (i) resemble the shingles used or otherwise authorized for use within the community; (ii) are more durable than, and are of equal or superior quality to, the shingles used or otherwise authorized for use within the community; and (iii) match the aesthetics of adjacent property.

An Owner who desires to install Energy Efficient Roofing will be required to comply with the architectural review and approval procedures set forth in the Covenant. In conjunction with any such approval process, the Owner should submit information which will enable the ACC to confirm the criteria set forth in the previous paragraph.

MARINE CREEK MEADOWS HOMEOWNERS ASSOCIATION, INC.

Duly Authorized Officer/Agent

Jan 17, 2012
Date

Printed Name

G. Files

SUZANNE HENDERSON

COUNTY CLERK



100 West Weatherford Fort Worth, TX 76196-0401

PHONE (817) 884-1195

PMG NORTH TEXAS
12700 PARK CENTRAL DR, STE 600
DALLAS, TX 75251

Submitter: PMG NORTH TEXAS

DO NOT DESTROY
WARNING - THIS IS PART OF THE OFFICIAL RECORD.

Filed For Registration: 10/11/2010 3:13 PM

Instrument #: D210250849

N

3

PGS

\$20.00

By: _____

A handwritten signature in cursive script, appearing to read "Suzanne Henderson", is written over a horizontal line.

D210250849

ANY PROVISION WHICH RESTRICTS THE SALE, RENTAL OR USE OF THE DESCRIBED REAL PROPERTY
BECAUSE OF COLOR OR RACE IS INVALID AND UNENFORCEABLE UNDER FEDERAL LAW.

Prepared by: SLDAVES

**NOTICE OF FILING OF DEDICATORY INSTRUMENTS
FOR
Marine Creek Meadows Homeowners Association, Inc.**

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

THIS NOTICE OF DEDICATORY INSTRUMENT FOR Marine Creek Meadows Homeowners Association, Inc. (this "Notice") is made this 20th of September 2010, by Marine Creek Meadows Homeowners Association, Inc. (the "Association").

WITNESSETH:

WHEREAS, Marine Creek Meadows Homeowners Association, Inc. prepared and recorded an instrument entitled "Declaration of Covenants, Conditions and Restrictions for Marine Creek Meadows" dated on or about May 28, 1999, Volume 13834, Page 229, Instrument #D199135399, Real Property Records of Tarrant County, Texas, together with any other filings of records (if any). (the "Declaration"); and

WHEREAS, the Association is the property owners' association created by the Declarant to manage or regulate the planned development covered by the Declaration, as stated and recorded above; and

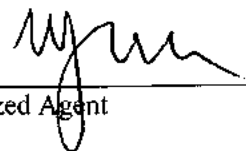
WHEREAS, Section 202.006 of the Texas Property Code provides that a property owners' association must file each dedicatory instrument governing the association that has not been previously recorded in the real property records of the county in which the planned development is located; and

WHEREAS, the Association desires to record the attached dedicatory instrument in the real property records of Tarrant County, Texas, pursuant to and accordance with Section 202.006 of the Texas Property Code.

NOW, THEREFORE, the dedicatory instrument attached hereto as Exhibit "A" is true and correct copies of the originals and is 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.

Marine Creek Meadows Homeowners Association, Inc.

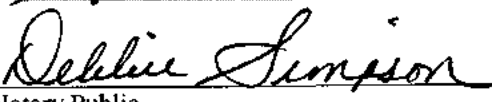
By: 
Duly Authorized Agent

ACKNOWLEDGMENT

**STATE OF TEXAS §
 §
COUNTY OF DALLAS §**

BEFORE ME, the undersigned authority, on this day personally appeared Mark Southall, Duly Authorized Agent of Marine Creek Meadows 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 20 day of September 2010.


Notary Public
State of Texas
My Commission Expires

AFTER RECORDING RETURN TO:
Principal Management Group
Attn: Debbie Simpson
12700 Park Central Drive, Suite 600
Dallas, Texas 75251

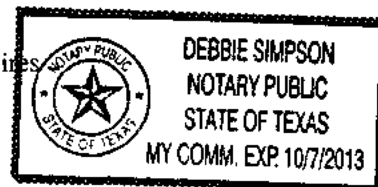


Exhibit A

Collection Activity Performed by Principal Management Group

Check those steps to be followed in the collection program for your association. Collection is worked monthly but may be worked twice monthly upon request. Please note the middle column reflects the approximate number of days at which a collection step is taken based on the past due date.

Check Here	Collection Step	Date Range	Notes
(X)	a. Past Due Notice/Late Statement	30th	Statement sent following late date after fees are assessed.
()	b. Utility Cut-Off Notice	N/A	Only if association has common meters and cut-off is permitted in documents.
(X)	c. Initial Collection Letter	30 - 45	This letter allows the HO (30) days to pay or dispute the balance.
(X)	d. Intent to report delinquent account to Credit Bureau	60 - 75	This letter allows the HO (10) days to pay prior to credit bureau reporting.
(X)	e. Notification to owner of Credit Bureau reporting	70 - 85	Currently a \$59.54 charge is assessed to the HO account.
(X)	f. Order title search to determine legal owner & send notice	80 - 105	Currently a \$65.00 charge is assessed to the HO account.
(X)	g. File lien against property	95 - 120	Currently a \$156.96 charge is assessed to the HO account.
(X)	h. Notification to owner of lien filing	110 - 125	To be done in correlation with item "g".
(X)	i. Forward collection file to attorney for judicial or non-judicial foreclosure.	120 - 135	Must be allowed in documents.

Payment Application - Any payment received by the Association from an owner whose account reflects an unpaid balance shall be applied to the outstanding balance in the following order.

- First - Cost of Collection, including Attorney fees;
- Second - Violation fines;
- Fourth - Accrued but unpaid interest;
- Fifth - Special Assessments;
- Third - Late charges;
- Sixth - Regular Assessments.

This instrument was acknowledged before me on this 23 day of June, 2010, by EGG, Eves

Notary Public, State of Texas



Please return to:

Principal Management Group
12700 Park Central Drive, Suite 600
Dallas, Texas 75251

Signature - Authorized Board Member
Date Jun 23, 2010
Name of Association Marine Creek Meadows HOA

RECEIVED DEC 9 2008



LASATER RANCH HOA INC
6707 BRENTWOOD STAIR STE 110


FT WORTH TX 76112

Submitter: LASATER RANCH HOA INC

SUZANNE HENDERSON
TARRANT COUNTY CLERK
TARRANT COUNTY COURTHOUSE
100 WEST WEATHERFORD
FORT WORTH, TX 76196-0401

DO NOT DESTROY
WARNING - THIS IS PART OF THE OFFICIAL RECORD.

Filed For Registration: 12/09/2008 10:18 AM
Instrument #: D208449694
OPR 3 PGS \$20.00

By:  _____



D208449694

ANY PROVISION WHICH RESTRICTS THE SALE, RENTAL OR USE
OF THE DESCRIBED REAL PROPERTY BECAUSE OF COLOR OR
RACE IS INVALID AND UNENFORCEABLE UNDER FEDERAL LAW.

Printed by: MC

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**MARINE CREEK MEADOWS
HOMEOWNERS ASSOCIATION, INC.**

PAYMENT APPLICATION POLICY

WHEREAS, the Board of Directors of the Marine Creek Meadows Homeowners' Association, Inc. (the "*Board of Directors*") is empowered to manage the affairs of the Marine Creek Meadows Homeowners' Association, Inc. (the "*Association*") pursuant to Article VI of the Articles of Incorporation (the "*Articles*") of the Association; and

WHEREAS, Article II, Section 2.1 of the Declaration of Restrictions, Covenants and Conditions for Marine Creek Meadows, as amended from time to time (the "*Declaration*"), and Article VI of the Articles empower the Board of Directors to adopt and promulgate rules and regulations concerning the operation of the Corporation; and

WHEREAS, Article IV, Section 4.1 of the Declaration provides the power of the Association to fix, levy, collect, and enforce payment of any charges or assessments as set forth in the Declaration; and

WHEREAS, the Board of Directors recognizes the Association has a need to adopt a specific policy on how payments received from Owners are applied to accounts; and

WHEREAS, it is the intent that this policy shall be applicable to all Owners, and this resolution shall remain in effect until otherwise rescinded, modified, or amended by a majority of the Board of Directors.

NOW, THEREFORE BE IT RESOLVED THAT the following Payment Application Policy is hereby adopted by the Board of Directors:

- a. First, to fines;
- b. Second, to late fees;
- c. Third, to interest charges;
- d. Next, to handling charges, return check fees and collection costs incurred by the Association
- e. Next, to attorney fees and related costs advanced by the Attorney for and on behalf of the Association
- f. Next, to delinquent Special Assessments
- g. Next, to delinquent Regular Assessments
- h. Lastly, to outstanding Special Assessments or Regular Assessments through the same may not be delinquent.

IT IS FURTHER RESOLVED that this Payment Application Policy is effective as of the 28 day of October, 2008, being the date it was approved by the Board of Directors, and shall remain in force and effect until revoked, modified or amended by the Board of Directors. This Payment Application Policy shall be filed of record in the Real Property Records of Tarrant County, Texas.

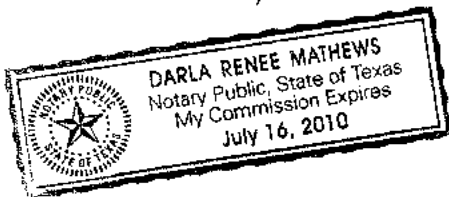
**MARINE CREEK MEADOWS
HOMEOWNERS' ASSOCIATION, INC.**

By: *[Signature]*

Its: President

STATE OF TEXAS §
 §
COUNTY OF TARRANT §

This instrument was acknowledged before me on this 28th day of October, 2008, by Gary Files.



[Signature]
Notary Public State of Texas

Darla Renee Mathews
Printed Name

My Commission Expires: 7-16-2010

Please Return To:
Marine Creek Meadows HOA
Principal Management Group
6707 Brentwood Stair, Suite 110
Fort Worth, TX 76112

RECEIVED 12/09/2008



LASATER RANCH HOA INC
6707 BRENTWOOD STAIR STE 110

FT WORTH TX 76112

Submitter: LASATER RANCH HOA INC

SUZANNE HENDERSON
TARRANT COUNTY CLERK
TARRANT COUNTY COURTHOUSE
100 WEST WEATHERFORD
FORT WORTH, TX 76196-0401

DO NOT DESTROY
WARNING - THIS IS PART OF THE OFFICIAL RECORD.

Filed For Registration: 12/09/2008 10:18 AM
Instrument #: D208449689
OPR 3 PGS \$20.00

By: _____

A handwritten signature, possibly "Lg", is written over the signature line.



D208449689

ANY PROVISION WHICH RESTRICTS THE SALE, RENTAL OR USE
OF THE DESCRIBED REAL PROPERTY BECAUSE OF COLOR OR
RACE IS INVALID AND UNENFORCEABLE UNDER FEDERAL LAW.

Printed by: MC

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**FIRST AMENDMENT TO THE DECLARATION OF
MARINE CREEK MEADOWS HOMEOWNERS' ASSOCIATION
(A Texas Non-Profit Corporation)**

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

THIS FIRST AMENDMENT to the Declaration of the Marine Creek Meadows Homeowners Association (the "Declaration"), is effective as of the May 5, 2008, and is made by the members of the **MARINE CREEK MEADOWS HOMEOWNERS' ASSOCIATION, INC.** (the "Association"):

W I T N E S S E T H :

WHEREAS, Article XI, Section 11.1 of the Declaration provides that the Declaration may be amended only by the affirmative vote or written consent, or any combination thereof, of a seventy-five percent (75%) of the members of the Association; and

WHEREAS, the Board of Directors approved by unanimous consent, that a certain amendment to Article V, Section 5.6(f) Oil Drilling of the Declaration be presented to the membership for approval; and

WHEREAS, at least ten (10) days prior to the May 6, 2008 meeting of the Association, written notice was given to each Member of the Association of the intention to amend the Declaration; and

WHEREAS, written consent of the membership was solicited before the meeting of May 5, 2008 for which the vote on this amendment was taken, and

WHEREAS, the amendment to the Declaration, as set out hereinafter with specificity, was approved by combination of written consent and vote of a sufficient number of votes as prescribed in Article XIII, Section 8.17.

NOW, THEREFORE, the Declaration of the Association are hereby amended as follows:

(a) Section 5.65(f) of Article V of the Declaration is hereby amended and shall hereinafter read, in its entirety, as follows:

Section 5.6(f): No oil/gas drilling, oil/gas development operation, oil/gas refining, quarrying or mining operations of any kind shall be permitted on the property, nor shall oil/gas wells, tanks, pipelines, tunnels, mineral excavations or shafts be permitted upon or in any part of the Property, without fifty-one percent (51%) of the voting memberships' approval. The Association, by and through its Board of Directors, shall have exclusive, full and complete authorization, to enforce an oil and gas lease with respect to any common lands within Marine Creek Meadows.

Notwithstanding any other provision contained in this Declaration or Supplementary Declaration(s) to the contrary, no provision contained in this Declaration or Supplementary Declaration(s) other than this Section 5.6(f) shall restrict or govern the development of oil, gas and liquid hydrocarbons and their respective constituent products within Marine Creek Meadows, the Lots and/or the Common Property, it being the intention that all such development and operations are to be governed exclusively by this Section 5.6(f) and any lease executed pursuant to the Association's

authority shall be pursuant to the authority provided under this Section 5.6(f).

EXECUTED to be effective as of the 6 day of May, 2008.

**MARINE CREEK MEADOWS
HOMEOWNERS' ASSOCIATION, INC.**

By [Signature], President

CERTIFICATION OF AMENDMENT TO DECLARATION

I, Gary D. Files, the duly-elected President of the Marine Creek Meadows Homeowners Association, hereby certify:

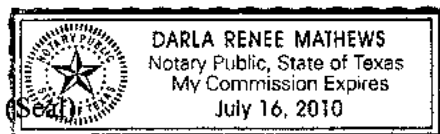
That this First Amendment to the Declaration of the Marine Creek Meadows Homeowners' Association, as approved by owners representing at least seventy-five percent (75%) of the members in the Association by written consent and by votes cast at the annual meeting of the members held on May 6, 2008, after all conditions precedent had been complied with as set forth in and required by the Declaration, and that the same does now constitute a portion of the Declaration of the Marine Creek Meadows Homeowners' Association.

IN WITNESS WHEREOF, I heretofore subscribe my hand on this May 6, 2008.

[Signature]
President

STATE OF TEXAS §
 §
COUNTY OF TARRANT §

The instrument was acknowledged before me on the 6th day of May, 2008, by Gary Files, President of the Marine Creek Meadows Homeowners Association, Inc.



[Signature]
Notary Public, State of Texas
Notary Printed Name:

Darla Renee Mathews
Notary Commission Expires: 7-16-2010

Please Return to:
Marine Creek Meadows HOA
c/o Principal Management Group
6707 Brentwood Stair, Suite 110
Fort Worth, Texas 76112

**DECLARATION OF COVENANTS, CONDITIONS AND
RESTRICTIONS FOR MARINE CREEK MEADOWS**

THE STATE OF TEXAS

§
§
§

KNOW ALL MEN BY THESE PRESENTS

COUNTY OF TARRANT

Marine Creek Meadows, L.P., a Texas limited partnership (the "Declarant"), is the owner of all that certain land described in **EXHIBIT "A"**, attached hereto and incorporated herein for all purposes (the "Property").

Declarant hereby declares that the Property shall be held, sold and conveyed subject to the following easements, restrictions, covenants and conditions, which are for the purpose of establishing a general scheme for the development of all of the lots in the Property, and for the purpose of enhancing and protecting the value, attractiveness and desirability of said lots and which shall run with the land and be binding on all property or any part thereof, and shall inure to the benefit and binding upon of each owner thereof, and his heirs, administrators, successors and assigns.

DEFINITIONS

The following words when used in this Declaration or any amendment or supplement hereto (unless the context shall otherwise clearly indicate or prohibit) shall have the following meanings:

(a) "Association" shall mean and refer to the Marine Creek Meadows Homeowners Association, Inc., a Texas non-profit corporation, which after its formation, but subject to the provisions of this Declaration, shall have the power, duty and responsibility of maintaining and administering the Common Areas, collecting the assessments and charges hereinafter prescribed, and the right of administering and enforcing this Declaration.

(b) "Common Areas" shall mean and refer to any and all areas of land within the Property which are known, described or designated as parks, recreational areas, common green, recreational easements, recreational amenities such as swimming pools, streets, playground equipment, greenbelts or open spaces, on the plat of the Property or pursuant to any easements granted to Declarant for greenbelt areas or intended for or devoted to the common use and enjoyment of the Members of the Association, also, entry treatments together with any and all improvements that are now or may hereafter be constructed or installed thereon, and including all equipment, walls, fountains, fences, accessories and machinery used in the operation or maintenance of any of such Common Areas, and any additions to or replacements of any of such Common Areas. Declarant proposes to hold record title to the Common Areas, consistent with the objectives envisioned herein and subject to the easement rights herein of the Members to use

and enjoy the Common Areas, for an indefinite period of time and at a point in time (deemed appropriate and reasonable by the Declarant but prior to January 1, 2020) record title to the Common Areas will be formally transferred from the Declarant to the Association. Declarant reserves the right to effect redesigns or reconfigurations of the Common Areas and execute any open space declarations applicable to the Common Areas which may be permitted by law in order to reduce property taxes.

(c) "Declarant" shall mean and refer to Marine Creek Meadows, L.P., a Texas Limited Partnership, and its successors and assigns (if any). No person or entity purchasing one or more Lots from Marine Creek Meadows, L.P. in the ordinary course of business shall be considered a "Declarant".

(d) "Lot" shall mean and refer to any plot or tract of land shown upon any recorded subdivision map(s) or plat(s) of the Property; as amended from time to time, which is designated as a lot therein and which is or will be improved with a residential dwelling, in conformity with the building restrictions herein set forth. Although some portions of the Common Areas may be platted as a "lot" on the subdivision plat, these lots shall be excluded from the definition of "Lot" as used herein. "Adjoining Lot" shall mean and refer to a Lot which is adjacent to any other Lot as shown on any recorded plat of the Property. Any reference herein to the visibility of an item from any Adjoining Lot shall mean the visibility of such item from the ground level of the structure located on the Adjoining Lot and not the second story of a two-story dwelling located thereon.

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

(f) "Owner" shall mean and refer to each and every person or business entity who or which is a record owner of a fee or undivided fee interest in any Lot subject to this Declaration, 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 for the performance of an obligation.

(g) "Property" shall mean and refer to the Property described in Exhibit "A", and any additions thereto, as are subject to this Declaration, or any amendment or supplement hereto, prepared and filed of record pursuant to the provisions hereof.

ARTICLE I

MEMBERSHIP AND VOTING RIGHTS

Section 1-1. Membership. Every Owner of a Lot shall automatically be and must remain a Member of the Association in good standing. The Board of Directors may declare that an Owner is not a Member in good standing because of past unpaid dues, fines late charges, interest, legal fees, and/or any other assessments of any nature. The Board of Directors may

temporarily suspend the voting rights of any Member who is not in good standing until the date when such past unpaid amounts are paid in full.

Section 1.2. Voting Rights. The Association shall have three classes of voting membership:

CLASS A: Class A Members shall be all Members other than Class B and Class C Members. Class A Members shall be entitled to one (1) 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 such Lot.

CLASS B: Class B Members shall be any bona fide Owner who is engaged in the process of constructing a residential dwelling on any Lot for sale to consumers. Class B Members shall be non-voting members of the Association. The Class membership shall cease, and each Class B Member shall become a Class A Member when the Residence is occupied by the owner of record who will become a Class A Member.

CLASS C: The Class C Member shall be the Declarant. The Class C Member shall be entitled to ten (10) votes for each Lot which it owns and for each Lot owned by all Class B Members.

Notwithstanding the aforementioned voting rights within the Association and consistent with the provisions contained herein, 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 consent shall not be unreasonably withheld, until:

- (a) Declarant no longer owns:
 - (i) Record title to any Lot; and
 - (ii) A lien interest in any Lot; or
- (b) January 1, 2020, whichever occurs first in time.

Section 1.3. Quorum, Notice and Voting Requirements. The quorum, notice and voting requirements of and pertaining to the Association are set forth within the Articles of Incorporation and Bylaws of the Association, as same may be amended from time to time. Subject to the provisions contained herein, any action by or on behalf of the Association may be

taken with the consent given in writing and signed by Members who collectively hold or control more than sixty percent (60%) of the outstanding votes of the Association.

ARTICLE II

GENERAL POWERS AND DUTIES OF BOARD OF DIRECTORS

Section 2.1. Powers and Duties. The affairs of the Association shall be conducted by its Board of Directors (herein referred to as the "Board"). The Board shall be selected in accordance with the Articles of Incorporation and Bylaws of the Association. The Board, for the benefit of the Common Areas and the Owners, shall provide the following:

- (a) Care and preservation of the Common Areas and the furnishing and upkeep of any desired personal property for use in the Common Areas;
- (b) Care and provisions of the Common Areas. The maintenance shall include care for the grass, shrubs, flowers, and trees as outlined in the annual contracts to be negotiated by the Declarant and/or the Board for the care of the Common Areas;
- (c) Any private trash and garbage collection service and Security arrangements;
- (d) Taxes, insurance and utilities (including without limitation, electricity, gas, water and sewer charges) which pertain to the Common Areas only;
- (e) The services of a person or firm (including Declarant and any affiliates of 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 a manager designated by the Board;
- (f) Legal and accounting services; and
- (g) Any other materials, supplies, furniture, labor, services, maintenance, repairs, structural alteration, 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, powers and duties:
 - (h) To execute all declarations of ownership for tax assessment purposes with regard to any of the Common Areas owned by the Association;
 - (i) To enter into agreements or contracts with insurance companies, taxing authorities and the holders of first mortgage liens on the individual Lots with respect to: (i) taxes

on the Common Areas; (ii) insurance coverage (if any) on Common Areas, as they relate to the assessment, collection and disbursement process as described herein; and (iii) utility installation, consumption and service matters;

(j) To borrow funds to pay costs of operation, secured by assignment or pledge of rights against delinquent Owners, if the Board sees fit or secured by such assets of the Association as deemed appropriate by the lender and the Association;

(k) 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;

(l) To protect or defend the Common Areas from loss or damage by suit or otherwise, to sue or defend in any court of law on behalf of the Association and to provide adequate reserves for repairs and replacements;

(m) To make reasonable rules and regulations for the operation of the Common Areas and to amend them from time to time;

(n) To make available to each owner within ninety (90) days after the end of each year an annual report;

(o) Pursuant to the provisions contained herein, to adjust the amount, collect, and use any insurance proceeds to repair damage or replace lost property; and if proceeds are insufficient to repair damage or replace lost property, to assess the Members in proportionate amounts to cover the deficiency;

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

Section 2.2. Board Powers, Exclusive. The Board shall have the exclusive 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 Declarant may exercise its power and authority described herein to act for and on behalf of the Association and the Members, and the Association shall reimburse Declarant for any and all reasonable expenses incurred in so acting.

Section 2.3. Contracts With Owners. The Board, on behalf of the Association, shall have full power and authority to contract with any Owner (including without limitation, Declarant) for the performance, on behalf of the Association, of services which the Board 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 in the best interest of the Association.

Section 2.4. Liability Limitations. Neither any Member, the Board, any Director, nor any Officer 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 or otherwise. Neither Declarant, 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. 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.

Section 2.5. Reserve Funds. The Board may establish reserve funds which may be maintained and accounted for separately from other funds maintained for annual operating expenses and may establish separate, irrevocable trust accounts in order to better demonstrate that the amounts deposited therein are capital contributions and not net income to the Association.

Section 2.6. Restrictions on Contracts. Neither Declarant nor the Association may directly or indirectly enter into any management agreement or any other contract on behalf of the Association which extends beyond the date Class C membership ceases as provided above. The Association may, however, following such date, enter into new management agreements or other contracts in accordance with this Declaration.

ARTICLE III

PROPERTY RIGHTS IN THE COMMON PROPERTY

Section 3.1. Members' Easement of Enjoyment. Subject to the provisions contained herein, every member and every tenant of every member, who reside on a Lot, and each individual who resides with either of them on such Lot shall have a right and easement of use recreation and enjoyment in and to the Common Areas, and such easement shall be appurtenant to and shall pass with the title of every Lot, provided, however, such easement shall not give such person the right to make alterations, additions of improvements to the Common Areas.

Section 3.2. Title to the Common Properties. Declarant will hold record title to the Common Areas for an indefinite period of time subject to the easements set forth herein. Declarant shall have the right and option (without the joinder and consent of any person or entity, save and except any consent, joinder or approval required by any governmental authority) to encumber, mortgage, desire, redesign, reconfigure, alter, improve, landscape and maintain the Common Areas, provided that Declarant fully and timely complies with any and all requirements of any governmental authorities. At some point in time (deemed reasonable and appropriate by the Declarant but prior to January 1, 2020), the Declarant will convey title to the Common Areas

to the Association for the purposes herein envisioned. Declarant reserves the right to execute any open space declarations applicable to the Common Areas which may be permitted by law in order to reduce property taxes.

Section 3.3. Extent of Members' Easement. The rights and easements of use, recreation and enjoyment created hereby shall be subject to the following:

(a) The right of Declarant or the Association to prescribe reasonable regulations and policies governing, and to charge fees and or deposits related to, the use, operation and maintenance of the Common Areas;

(b) Liens on mortgages placed against all or any portion of the Common Areas with respect to monies borrowed by Declarant to develop and improve the Property, or by the Association to improve or maintain the Common Areas;

(c) The right of the Association to enter into and execute contracts with any party (including, without limitation, Declarant) for the purpose of providing maintenance or such other materials or services consistent with the purposes of the Association;

(d) The right of Declarant or the Association to take such steps as are reasonably necessary to protect the Common Areas against foreclosure;

(e) The right of Declarant or the Association to suspend the voting rights of any Member and to suspend the right of any individual to use or enjoy any of the Common Areas for any period during which any assessment (including without limitation "fines") against a Lot resided upon by such individual remains unpaid, and for any period deemed reasonable by the Association for an infraction of the then-existing rules and relations.

ARTICLE IV

COVENANTS FOR ASSESSMENTS

Section 4.1. Personal Obligation of Assessments. Each Owner of a Lot by acceptance of a deed therefor, whether or not it shall be so expressed in such deed, is deemed, as a part of the purchase money consideration for such deed and conveyance, to covenant and agree to pay to the Declarant and/or the Association (or to an independent entity or agency which may be designated by the Declarant and/or the Association to receive such monies):

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(b) Regular assessment or changes for maintenance of the Common Areas;

(c) Special group assessments for capital improvements or unusual or emergency matters, such assessments to be fixed, established and collected from time to time as hereinafter provided;

(d) Special individual assessments levied against individual Owners to reimburse the Association for extra costs for maintenance and repairs caused by the willful or negligent acts of the individual owner and not caused by ordinary wear and tear; and

(e) Individual assessments and fines levied against individual Owners for violations of rules and regulations pertaining to the Association and/or the Common Areas; such assessments to be fixed, established and collected from time to time as hereinafter provided. The regular, special group, and special individual assessments, together with such late charges, interest 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 each such assessment is made and shall also be the continuing personal obligation of the then-existing Owner of such Lot at the time which the assessment fell due.

Section 4.2. Creation of Lien. Declarant and the Association hereby reserve a vendor's lien against each Lot to secure the payment of any assessment which may be levied pursuant to the terms hereof, and the expenses incurred in connection with the enforcement thereof, including, without limitation, interest at the maximum rate permitted by law, costs, and reasonable legal fees. Such lien may be enforced by appropriate judicial proceedings and the amounts secured thereby shall be the obligation of and chargeable to Owner. Such lien shall be and is subordinate and inferior only to the following: (i) assessments, liens and charges in favor of the State of Texas and any political subdivision thereof for taxes past due and unpaid on the Lot; and (ii) amounts due under any first lien deed of trust duly recorded prior to the recordation of any assessment lien as provided herein.

Section 4.3. Assessment Lien.

(a) All sums assessed but unpaid, including interest thereon at the maximum rate permitted by law from the date such assessments are due until said assessments are paid (subject to the provisions hereof limiting the interest contracted for, charged or received to the maximum permitted by applicable law) shall constitute a lien on the Lot superior to all other liens and encumbrances, except as provided herein. Declarant, or the Board or its duly appointed agent,

may (but shall not be required to) prepare a written notice setting forth the amount of such unpaid indebtedness, the name of Owner and a description of the Lot. Such notice shall be signed by Declarant or the Board or its duly appointed agent and may be recorded in the office of the County Clerk of Tarrant County, Texas. Such lien may be enforced by the foreclosure of it upon the Lot by the Declarant or the Board or its duly appointed agent. In any such proceeding, the Owner shall be required to pay the costs, expenses and legal fees incurred in connection with filing the lien, and in the event of any foreclosure proceeding, all additional costs, expenses and legal fees incurred in connection with any such foreclosure proceeding. Declarant or the Board or its duly appointed agent shall have the power to bid on the Lot at foreclosure or other legal sale and to acquire and hold, lease, mortgage, convey or otherwise deal with the same. Any mortgagee holding a lien on the Lot may pay, but shall be required to pay, any unpaid assessments owing, with respect to the Lot, but such payment shall not be deemed a waiver of owner's default by either Declarant, the Board or such mortgagee;

(b) The amount of the assessments assessed against the Lot shall also be a personal obligation or indebtedness of the Owner thereof at the time the assessment is made. Suit to recover a money judgment for unpaid assessments shall be maintainable without foreclosing or waiving the lien securing same;

(c) Owner, by acceptance of the deed to the Property, hereby expressly vests in Declarant, the Board or its agents the right and power to bring all actions against Owner personally for the collection of such charges as a debt, and to enforce the aforesaid liens by all methods available for the enforcement of such liens. No Owner may waive or otherwise escape liability for the assessments provided herein by non-use of the Common Properties or by abandonment of his Lot;

(d) If any assessment remains unpaid at the expiration of thirty (30) calendar from and after the due date established by the Declarant and/or the Board, a late charge may be assessed, if permitted by applicable law, against the Owner for each month that any portion of an assessment remains unpaid. The late charge shall be in the amount of Twenty-Five and No/100 U.S. Dollars (\$25.00) for all Class A Members, and Twelve and 50/100 U.S. Dollars (\$12.50) for all Class B and Class C Members. A reasonable service charge in an amount established by the Board may be charged for each check that is returned because of insufficient funds. The amounts of late charges and service charges may be adjusted, from time to time, by the Board consistent with any changes in the amounts of regular or special assessments; provided, however, that the amount of any late charge assessed against Class B Members shall be fifty percent (50%) of the amount of the late charge assessed against Class A Members.

Section 4.4. Purpose of Assessments. The assessments levied by the Association shall be used exclusively for the purposes of: (i) promoting the health, recreation, safety and welfare of the residents of the property; (ii) improving and maintaining any walkways, jogging, and bicycle trails, lakes, swimming pools, recreational areas, or other properties, services and facilities directly related to the use and enjoyment of the Common Areas; (iii) maintaining the landscaping in the Common Areas; (iv) the payment of taxes on the Common Areas and

insurance (if any) in connection with the Common Areas and the repair, replacement and additions thereto; (v) the payment for electricity for street lights and exterior lights and the repair, replacement and additions of various items within the Common Properties; (vi) trash and garbage collection and security arrangements as may be determined necessary and appropriate by the Association from time to time; (vii) paying the cost of labor, equipment (including the expense of leasing, any equipment) and materials required for, and the management and supervision of the Common Areas; (viii) carrying out the duties of the Board as set forth herein, (ix) carrying out the various matters set forth or envisioned herein or in any amendment or supplement hereto; and (x) for any matter or thing designated by any governmental authorities in connection with any zoning, subdivision, platting, building or development requirements herein or in any amendment or supplement hereto.

Section 4.5. Basis and Amount of Regular Maintenance Assessments.

(a) Until and unless otherwise determined by the Declarant and/or the Board, the maximum regular assessment shall be and Two Hundred No/100's U.S. Dollars (\$200.00) per Lot per year. The assessment shall be paid semi annually.

(b) The Declarant and/or the Board may establish the maximum annual assessment for each Lot, provided that the maximum annual assessment may not be increased more than percent (30%) above the maximum annual assessment or the previous year unless otherwise approved by the Members of the Association as provided herein.

(c) After consideration of current maintenance costs and the future needs of the Association, the Declarant and/or the Board shall fix the actual annual assessment at an amount equal to or less than the then-existing maximum annual assessment.

Section 4.6. Special Assessments for Capital Improvements. In addition to the regular assessments authorized above, the Association may levy in any fiscal year a special assessment, applicable to that year only, for the purpose of defraying, in whole or in part, the cost of any construction or reconstruction, unexpected repair or replacement of a described capital improvement upon the Common Areas, including any necessary fixtures and personal property related thereto; provided that any such assessment shall have the affirmative approval a simple majority of the Members of the Association.

Section 4.7. Uniform Rate of Annual and Special Assessment. Both regular and special capital assessments must be fixed at a uniform rate for all Lots. 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 shall be charged with fifty percent (50%) of the established per Lot assessment. Lots owned by Declarant shall not be charged with any portion of any assessment.

Section 4.8. Date of Commencement of Assessments: Due Dates. The Declarant and/or the Board may prescribe from time to time that the regular base assessments are to be collected on an annual, semi-annual, quarterly or monthly basis, and accordingly, the Declarant and/or the Board shall prescribe the appropriate due dates. All regular base assessments shall be collected in advance. The due date or dates (if it is to be paid in installments) of any other assessments or special assessment shall be fixed in the respective resolution authorizing such assessment.

Section 4.9. Duties of the Board With Respect to Assessments.

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

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

(c) The Declarant and/or the Board shall upon demand at any time furnish to any Owner liable for said assessment, a certificate in writing signed by Declarant and/or 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.

ARTICLE V

CONSTRUCTION OF IMPROVEMENTS AND USE OF LOTS

Section 5.1. Residential Use. All lots shall be used for single-family residential purposes only. No building shall be erected, altered, placed or permitted to remain on any lot other than one (1) detached single-family residence per lot, which residence may not exceed two (2) stories in height, and a private garage as provided below.

Section 5.2. Single-Family Use. Each residence may be occupied by only one family consisting of persons related by blood, adoption or marriage or no more than two unrelated persons living and cooking together as a single housekeeping unit, together with any household servants.

Section 5.3. Two-Car Garage Required. Each residence shall have a garage suitable for parking not less than two (2) or more than three (3) standard size automobiles, which garage

conforms in design and materials with the main structure. Garage locations may vary, with the written approval of the Committee (as hereinafter defined).

Section 5.4. Restrictions on Resubdivision. None of the lots shall be subdivided into smaller lots.

Section 5.5. Driveways All driveways shall be surfaced with concrete, asphalt or similar substance approved by the Committee.

Section 5.6. Uses Specifically Prohibited.

(a) No temporary dwelling, shop, trailer or mobile home of any kind or any improvements of a temporary character (except children's playhouses, dog houses, greenhouses, gazebos and buildings for storage of lawn maintenance equipment, which may be placed on a lot only in places which are not visible from any street on which the lot fronts) shall be permitted on any lot except that the builder or contractor may have temporary improvements (such as a sales office and/or construction trailer) on a given lot during the entire time that construction activities within the Subdivision are underway. No building material of any kind or character shall be placed or stored upon the Property until the owner thereof is ready to commence construction of improvements, and then such material shall be placed within the property lines of the lot upon which the improvements are to be erected.

(b) No boat, marine craft, hovercraft, aircraft, recreational vehicle, pick-up camper, travel trailer, motor home, camper body or similar vehicle or equipment may be parked for storage in the front yard of any dwelling or parked on any public street within the Property, nor shall any such vehicle or equipment be parked for storage in the side or rear yard of any residence unless completely concealed from public view. No such vehicle or equipment shall be used as a residence or office temporarily or permanently. This restriction shall not apply to any vehicle, machinery or equipment temporarily parked and in use for the construction, maintenance or repair of a residence in the immediate vicinity.

(c) Trucks with tonnage in excess of one ton and any vehicle with painted advertisement shall not be permitted to park overnight within the Property except those used by a builder during the construction of improvements.

(d) No vehicle of any size which transports inflammatory or explosive cargo may be kept on the Property at any time.

(e) No structure of a temporary character, such as a trailer, basement, tent, shack, barn or other out-building shall be used on any property at any time as a dwelling house; provided, however, that any builder may maintain and occupy model houses, sales offices and construction trailers during the construction period.

(f) No oil drilling, oil development operation, oil refining, quarrying or mining operations of any kind shall be permitted on the Property, nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted upon or in any part of the Property. No derrick or other structure designed for use in quarrying for oil or natural gas shall be erected, maintained or permitted on the Property.

(g) No animals, livestock or poultry of any kind shall be raised, bred or kept on the Property except that dogs, cats or other household pets may be kept for the purpose of providing companionship for the private family. Animals are not to be raised, bred or kept for commercial purposes or for food. It is the purpose of these provisions to restrict the use of the Property so that no person shall quarter on the premises cows, horses, bees, hogs, sheep, goats, guinea fowls, ducks, chickens, turkeys, skunks or any other animals that may interfere with the quietude, health or safety of the community. No more than two (2) pets will be permitted on each lot. Pets must be restrained or confined on the homeowner's back lot inside a fenced area or within the house. When away from the lot, pets must be on a leash at all times. It is the pet owner's responsibility to keep the lot clean and free of pet debris. All animals must be properly tagged for identification.

(h) No lot or other part of the Property shall be used as a dumping ground for rubbish. Trash, garbage or other waste shall not be kept except in sanitary containers. All incinerators or other equipment for the storage or other disposal of such clean and sanitary condition. Materials incident to construction of improvements may be stored on lots during construction so long as construction progresses without undue delay.

(i) No individual water supply system shall be permitted on the Property.

(j) No individual sewage disposal systems shall be permitted on the Property.

(k) No garage, garage house or other out-building (except for sales offices and construction trailers during the construction period) shall be occupied by any owner, tenant or other person prior to the erection of a residence.

(l) No air-conditioning apparatus shall be installed on the ground in front of a residence. No air-conditioning apparatus shall be attached to any front wall or window of a residence. No evaporative cooler shall be installed on the front wall or window of a residence.

(m) No antennas or satellite dishes shall be permitted within the Property except AM or FM radio reception and UHF and VHF television reception. Only one (1) antenna may be attached to the main residential house, and, in all cases, no antenna of any style shall be: (a) erected as a freestanding structure; (b) permitted to extend outside the roof of the main residential structure; or (c) maintained on any portion of the lot forward of the front building line; or (d) if a satellite dish, greater than 18" in diameter.

(n) No lot or improvement shall be used for business, professional, commercial or manufacturing purposes of any kind. No activity, whether for profit or not, shall be conducted which is not related to single-family residential purposes. No noxious or offensive activity shall be undertaken within the Property, nor shall anything be done which is or may become an annoyance or nuisance to the neighborhood.

(o) No fence, wall, hedge or shrub planting which obstructs sight lines at elevations between three (3) and six (6) feet above the roadway shall be placed or permitted to remain on any corner lot within the triangular area formed by the street right-of-way lines and a line connecting them at points ten (10) feet from the intersection of the street right-of-way lines, or in the case of a rounded property corner, from the intersection of the street right-of-way lines as extended. The same sight-line limitations shall apply on any lot within ten (10) feet from the intersection of a street right-of-way line with the edge of a private driveway or alley pavement. No tree shall be permitted to remain within such distance of such intersections unless the foliage line is maintained at sufficient height to prevent obstruction of such sight lines.

(p) Except for children's playhouses, doghouses, greenhouses, gazebos and buildings for storage of lawn maintenance equipment, no building previously constructed elsewhere shall be moved onto any lot, it being the intention that only new construction be placed and erected thereon.

(q) Within easements on each lot, no structures, planting or materials shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities, which may change the direction of flow within drainage channels or which may obstruct or retard the flow of water through drainage channels.

(r) No sign of any kind shall be displayed to the public view on any lot except one (1) professional sign of not more than one (1) square foot, one (1) of not more than five (5) square feet advertising the property for rent or sale, or signs used by a builder to advertise the property during the construction and sales period. Declarant or its agents shall have the right to remove any sign, billboard or other advertising structure that does not comply with the above; and in so doing shall not be subject to any liability for trespass or any other liability in connection with such removal.

(s) The drying of clothes in full public view is prohibited. The owners and occupants of any lots at the intersections of streets or adjacent to parks, playgrounds or other facilities where the rear yard is visible to full public view shall construct a drying yard or other suitable enclosure to screen from public view the equipment which is incident to normal residences, such as clothes drying equipment, yard equipment and storage piles.

(t) Except within fireplaces in the main residential dwelling and except for outdoor cooking, no person shall be permitted to burn anything within the Property.

Section 5.7. Minimum Floor Area. The total air-conditioned living area of the main residential structure, as measured to the outside of exterior walls but exclusive of open

porches, garages, patios and detached accessory buildings, shall be not less than One Thousand Two Hundred (1,200) square feet or the minimum habitable floor area as specified by any applicable governmental authority, whichever is the greater.

Section 5.8. Building Materials. The total exterior wall area of each building constructed or placed on a lot shall be no less than seventy-five percent (75%) (or such higher percentage as maybe required by any applicable governmental authority) brick, brick veneer, stone, stone veneer, masonry or other material approved by the Committee.

HOWEVER LOTS ONE THROUGH TEN (1-10) OF BLOCK FIVE (5) AND LOTS THIRTY-ONE (31) THROUGH FORTY (40) OF BLOCK SEVEN (7) AND LOT ONE (1) BLOCK ONE (1) SHALL BE ONE HUNDRED PERCENT (100%) MASONRY IN THE BACK OF THE HOUSE AND THE SIDE OF THE HOUSE THAT IS VISIBLE FROM MARINE MEADOWS DRIVE AND LOTS ONE (1) AND TWENTY-EIGHT (28) OF BLOCK SIX (6) SHALL BE 100% MASONRY ON THE SIDE OF THE HOUSE THAT IS VISIBLE FROM MARINE MEADOWS DRIVE.

Windows, doors, openings, gables or other areas above the height of the top of the standard height first-floor windows are excluded from the calculation of the total exterior wall area. Roofing shall be of a substance acceptable to the Federal Housing Administration ("FHA"), or the Veterans Administration ("VA"), the Committee.

Section 5.9. Side Line and Front Line Setback Restrictions. No dwelling shall be located on any lot nearer to the front lot line or nearer to the side street line than the minimum setback lines shown on the Plat or required by any applicable governmental authority. In any event, no building shall be located on any lot nearer than twenty (20) feet to, nor further than thirty (30) feet from, the front lot line or nearer than five (5) feet to any side lot line (interior lot line), except that structures on those lots being on corners may be ten (10) feet from the side street. For the purpose of these covenants, eaves and steps and open porches shall not be considered as a part of the building, provided, however, that this shall not be construed to permit any portion of a building on a lot to encroach upon another lot.

Section 5.10. Waiver of Front Setback Requirements. With the written approval of the Committee, any building may be located further back from the front property line of a lot than provided above, where, in the opinion of the Committee, the proposed location of the building will add to the appearance and value of the lot and will not substantially detract from the appearance of the adjoining lots.

Section 5.11. Fences and Walls. Any fence or wall must be constructed of masonry, brick, wood or other material approved by the Committee. No chain link fence shall be allowed. No fence or wall shall be permitted to extend nearer to any street than the front building line of any residence. Fences or walls erected by Declarant shall become the property of the owner of the lot on which the same are erected and, as such, shall be maintained and repaired by such owner except as provided herein. No portion of any fence shall exceed eight (8) feet in height.

Section 5.12. Sidewalks. All sidewalks shall conform to any applicable governmental authorities, FHA and VA specifications and regulations.

Section 5.13. Mailboxes. Mailboxes shall be constructed of a material and designed approved by the Committee.

ARTICLE VI

ARCHITECTURAL CONTROL

Section 6.1. Appointment. Declarant shall designate and appoint an Architectural Control Committee (herein called the "Committee") composed of three (3) individuals, each generally familiar with residential and community development design matters and knowledgeable about Declarant's concern for a high level of taste and design standards within the Addition. The Committee shall use its best efforts to promote and ensure a high level of taste, design, quality, harmony and conformity throughout the Addition consistent with this declaration.

Section 6.2. Successors. In the event of the death, resignation or removal by Declarant of any member of the Committee, the remaining member(s) shall appoint a successor member. In default of such appointment, Declarant shall have full authority to designate and appoint a successor. No member of the Committee shall be entitled to receive compensation for, or be liable for claims, causes of action or damages arising out of, services performed pursuant to this declaration.

Section 6.3. Authority. No building, fence, wall or other structure shall be commenced, erected, placed, maintained or altered on any lot, nor shall any exterior painting of, exterior addition to, or alteration of, such items be made until all plans and specifications and a plot plan have been submitted to and approved in writing by a majority of the members of the Committee as to:

- (a) quality of workmanship and materials, adequacy of site dimensions, adequacy of structural design, proper facing of main elevation with respect to nearby streets;
- (b) conformity and harmony of the external design, color, type and appearance of exterior surfaces and landscaping in relation to the various parts of the proposed improvements and in relation to improvements on other lots in the Property;
- (c) location with respect to topography and finished grade elevation and effect of location and use on neighboring lots, improvements and drainage arrangements; and

(d) the other standards set forth within this declaration (and any amendments hereto) or matters in which the Committee had 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 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 lots in the Property. In considering the harmony of external design between existing structures and the proposed building being erected, placed or altered, the Committee shall consider only the general appearance of the proposed building as that can be determined from front, rear and side elevations on submitted plans.

Section 6.4. Procedure for Approval. Final plans and specifications shall be submitted in duplicate by certified mail to the Committee. The plans and specifications shall show the nature, kind, shape, height, materials and location of all landscaping and improvements. The documents shall specify any requested variance from the setback lines, garage location or any other requirement set forth in this declaration. 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 shall be marked "Approved", signed by a majority of the Committee and returned to the lot owner or his designated representative. If disapproved by the Committee, one set of such plans and specifications shall be returned marked "Disapproved" and shall be accompanied by a reasonable statement of the reasons for disapproval, which statement shall be signed by a majority of the Committee. Any modification of the approved set of plans and specifications must again be submitted to the Committee for its 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 thirty (30) days after the date of request by Committee, written approval of the matters submitted shall not be required and compliance with this Article shall be deemed to have been completed. In case of a dispute about whether the Committee responded within such time period, the person submitting the plan shall have the burden of establishing that the Committee received the plans. The Committee's receipt of the plan may be established by a signed certified mail receipt. The Committee may approve plans and specs for all the houses proposed to be built by a builder at one time (Master Plans) and that builder may submit changes to the Master Plans for specific approval from time to time.

Section 6.5. Standards. The Committee shall have sole discretion with respect to taste, design and all standards specified herein. One objective of the Committee is to prevent unusual, radical, curious, odd, bizarre peculiar or irregular designs or appearances from being built in the Addition. The Committee shall also have the authority to require a minimum five (5) to twelve (12) foot roof slope, to specify that chimney flues be covered with brick or masonry or wood, to prohibit the use of light-weight composition roof material, to require that the colors of roofing materials be earth tones, to require the use of painted anodized aluminum divided light windows, and generally to require that any plans meet the standards of the existing

improvements on neighboring lots. The Committee may from time to time publish and promulgate bulletins regarding architectural standards, which shall be fair, reasonable and uniformly applied and shall carry forward the spirit and intention of this declaration.

Section 6.6. Termination. The Committee, appointed by Declarant, shall cease to exist when residences have been constructed on all lots in the Property; provided, however, that at any time thereafter the then record owners of a majority of the lots in the Property shall have the authority to record an instrument which extends the period of the Committee's authority and establishes an election or appointment procedure where by the Committee members shall be chosen. After the termination of the Committee, no approval by the Committee shall be required under this declaration. Variations from the standards set forth herein shall thereafter be made in accordance with the general development standards and judgement exercised by the Committee during its period of control, as such standards are reflected in the plans, construction materials, landscaping and other matters approved by the Committee during its period of control.

ARTICLE VII

SPECIAL FENCING AND LANDSCAPING

Section 7.1. Fences, Walls and Sprinkler Systems. For a period of ten (10) years after the recording of this document, Declarant shall have the right, but not the obligation, to and may, if it chooses to do so in its sole discretion, erect, install, maintain, repair and/or replace fences, walls and/or sprinkler systems located within that portion of any lot described in the Plat and located on the perimeter of the Property (the "Perimeter Lots"), which area (the "Restricted Area") is located outside the building lines as shown on the Plat. Any fence, wall on which such fence, wall or sprinkler system is erected or installed, subject to the easements and rights of Declarant set forth below. No fence, wall or sprinkler system shall be erected or installed in the Restricted Area of any Perimeter Lot by the owner thereof without the prior written consent of Declarant.

Section 7.2. Landscaping. Declarant shall have the right, but not the obligation, to grade, plant and/or landscape and maintain, repair, replace and/or change such grading, planting and landscaping on any portion of the Restricted Area of a Perimeter Lot. In the event Declarant does not landscape the Restricted Area on any Perimeter Lot, the owner thereof may plant grass and, with the prior written consent of Declarant, may landscape and plant trees and shrubs in the Restricted Area.

Section 7.3. Easement. Declarant shall have, and hereby reserves, the right and easement to enter upon the Restricted Area of the Perimeter Lots for the purpose of exercising the discretionary rights set forth above.

Section 7.4. Maintenance by Individual Lot Owner. In the event Declarant does not maintain or repair any fences, walls, grading, planting or landscaping erected, installed or situated within the Restricted Area of any Perimeter Lot, then the owner of such Perimeter Lot

shall, at his expense, perform such maintenance and repair work as is necessary to maintain such fences, walls, grading, planting and landscaping in a good and neat condition and appearance; provided, however, that the lot owner shall give Declarant ten (10) days' written notice before doing any maintenance other than mowing, edging and trimming. So long as the Restricted Area on any Perimeter Lot and any fences, walls, grading, planting and landscaping thereon are being reasonably maintained and repaired by Declarant, the owner of such Perimeter Lot shall not perform any maintenance or repair work within such Restricted Area without the prior written consent of Declarant. In no event shall the owner of any Perimeter Lot perform any maintenance or repair work on any sprinkler system within the Restricted Area without the prior written consent of Declarant.

Section 7.5. Declarant's Discretion. Notwithstanding any provisions herein to the contrary, Declarant shall never be obligated to erect, install, maintain, repair or replace any fences, walls, sprinkler systems, grading, planting or landscaping on any lots.

Section 7.6. Ten-Year Limitation. The provisions of this Article regarding Declarant's rights shall terminate and be of no further force and effect from and after that date which is ten (10) years after the recording of this document.

ARTICLE VIII

GENERAL PROVISIONS

Section 8.1. Registration with the Association. Each and every Owner shall have an affirmative duty and obligation to originally provide within fifteen (15) days after such Owner acquires one or more Lots and thereafter revise and update, within fifteen (15) days after a material change has occurred, various items of information to the Association such as: (a) the full name and address of the Owner; (b) the full name of each individual family member who resides within the residential dwelling of the Owner; (c) the business address, occupation and telephone numbers of each Owner; (d) the description and license plate number of each automobile owned or used by Owner and brought within the Property; (e) the name, address and telephone numbers of other local individuals who can be contacted (in the event the Owners cannot be located) in case of an emergency; and (f) such other information as may be reasonably requested from time to time by the Association.

Section 8.2. Power of Attorney. Each and every Owner hereby makes, constitutes and appoints Declarant as his/her true and lawful attorney-in-fact, coupled with an interest and irrevocable, for him/her and in his/her name, place and stead and for his/her use and benefit, to do the following:-

(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, the Association, the Board, and/or the Property;

(b) to sign, execute, acknowledge, deliver and record any and all instruments which modify, amend, change, enlarge, contract, abolish or abandon the terms of 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 under the circumstances and conditions as may be then existing; and

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

The rights, powers and authority of said attorney-in-fact to exercise any and all of the recordation of this rights and powers herein granted shall commence and be in full force upon Declaration in the Tarrant County Clerk's Office and shall remain in full force effect thereafter until the fifteenth (15th) anniversary of the recordation of this Declaration.

Section 8.3. Easements. Easements for the installation and maintenance of utilities and drainage facilities are reserved as shown on the Plat and over the rear five feet (5') of each lot. Easements are also reserved for the installation, operation, maintenance and ownership of utility service lines from the property lines to the residences. Declarant reserves the right to make changes in and additions to the above easements for the purpose of most efficiently and economically installing improvements. By acceptance of a deed to any lot, the owner thereof covenants and agrees to mow weeds and grass and to keep and maintain in a neat and clean condition any easement which may traverse a portion of the lot.

Section 8.4. Recorded Plat. All dedications, limitations, restrictions and reservations shown on the Plat are incorporated herein and shall be construed as being adopted in each contract, deed or conveyance executed or to be executed by Declarant, conveying lots in the Addition, whether specifically referred to therein or not.

Section 8.5. Lot Maintenance. The owner and occupant of each lot shall maintain the yards in a sanitary and attractive manner and shall edge the street curbs that run along the property line. Grass, weeds and vegetation on each lot must be kept mowed at regular intervals so as to maintain the property in a neat and attractive manner. No vegetables shall be grown in any yard that faces a street. No owners shall permit weeds or grass to grow to a height of greater than six inches (6") upon his property. Upon failure of any owner to maintain any lot, Declarant or its assigns may, at its option, have the grass, weeds and vegetation cut as often as necessary in its judgment, and the owner of such property shall be obligated, when presented with an itemized statement to reimburse Declarant for the cost of such work. This provision, however, shall in no manner be construed to create a lien in favor of any party on any piece of property for the cost or charge of such work or the reimbursement for such work.

Section 8.6. Maintenance of Improvements. Subject to the provisions contained herein, each lot owner shall maintain the exterior of all buildings, fences, walls and other improvements on his lot in good condition and repair, and shall replace worn and rotten parts, and shall regularly repaint all painted surfaces and shall not permit the roofs, rain gutters, down spouts, exterior walls, windows, doors, walks, driveways, parking areas or other exterior portions of the improvements to deteriorate in an unattractive manner.

Section 8.7. Mortgages. No breach of the covenants, conditions and restrictions contained herein shall in any way defeat or render invalid the lien of any mortgage or deed of trust. These covenants, conditions and restrictions shall survive any foreclosure, trustee's sale or otherwise, and be binding upon any person acquiring any lot in the Addition by reason of any foreclosure, trustee's sale or otherwise. With respect to any mortgagee or any holder of any note secured by the first deed of trust lien of which the Committee has notice, the Committee shall, in the event of any breach hereof by the owner of the property covered by such lien, give such mortgagee or holder written notice of the breach and thirty (30) days time to cure.

Section 8.8. Term. The foregoing covenants and restrictions shall run with and bind the land and shall remain in full force and effect for a term of ten (10) years after this declaration is recorded. They shall be automatically extended for successive periods of ten (10) years unless terminated by an instrument approved by a majority of the lot owners in writing and recorded in the deed records of the county where the Addition is situated.

Section 8.09. Imposition of Violation Fines. In the event that any person fails to cure (or fails to commence and proceed with diligence to completion) the work necessary to cure any violation of the Covenants and Restrictions contained herein within ten (10) days after receipt of written notice from the Board designating the particular violation, the Declarant and/or the Board shall have the power and authority to impose upon that person a reasonable fine for such violation (the "Violation Fine") not to exceed Five Hundred Dollars (\$500.00). If, after the imposition of the Violation Fine, the has not been cured or the person has still not commenced the work necessary to cure such violation, the Declarant and/or the Board shall have the power and authority, upon ten (10) days written notice, to impose another Violation Fine which shall also not exceed Five Hundred Dollars (\$500.00). There shall be no limit to the number or the aggregate amount of Violation Fines which may be levied against a person for the same violation. The Violation Fines, together with interest at the highest lawful rate per annum and any costs of collection, including legal fees, shall be a continuing lien upon the Lot against which such Violation Fine is made.

Section 8.10. Severability. If any condition, covenant or restriction herein contained shall be invalid, which invalidity shall not be presumed until the same is determined by the judgment or order of a court of competent jurisdiction, such invalidity shall in no way affect any other condition, covenant or restriction, each of which shall remain in full force and effect.

Section 8.11. Binding Effect. Each of the conditions, covenants, restrictions and agreements herein contained is made for the mutual benefit of, and is binding upon, each and every person acquiring any part of the Addition, it being understood that such conditions, covenants, restrictions and agreements are not for the benefit of the owner of any land except land in the Addition. This instrument, when executed, shall be filed of record in the deed records of the County so that each and every owner or purchaser or any portion of the Addition is on notice of the conditions, covenants, restrictions and agreements herein contained.

Section 8.12. Enforcement. The owner of any lot in the Addition shall have the right to have each and all of the foregoing restrictions, conditions and covenants faithfully carried out and imposed upon every lot in the Addition. So long as the Committee shall remain in existence, each lot owner grants to the Committee the exclusive right to enforce the performance hereof, by injunction or other appropriate remedy at law or inequity. Should the Committee employ counsel to enforce any of the restrictions, conditions and covenants herein contained, all costs incurred in such enforcement, including reasonable attorneys' fees, shall be paid by the breaching lot owner. Following termination of the Committee, the owner of any lot in the Addition shall have the right to enforce the performance hereof by injunction or other appropriate remedy at law or in equity. Failure by the Committee, or any owner, including Declarant, to enforce any covenant or restrictive herein contained shall in no event be deemed a waiver of the right to do so thereafter.

Section 8.13. Definition of "Owner". As used herein, the term "Owner" shall refer to the record owner, whether one or more persons or entities (including contract sellers), of the fee simple title to a lot on which there is or will be built a single-family residence, but not including those having an interest merely as security for the performance of an obligation until such time as such a security holder becomes the record owner of a lot (whether by foreclosure or otherwise).

Section 8.14. Other Authorities. If other authorities, such as the City or County, impose more demanding, expensive or restrictive requirements than those set forth herein, the requirements of such authorities shall be complied with. Other authorities' imposition of lesser requirements than those set forth herein shall not supersede or diminish the requirements herein.

Section 8.15. Addresses. Any notices or correspondence to an owner of a lot shall be addressed to the street address of the lot. Any notice or correspondence to the Committee shall be addressed to the address shown opposite the signature of Declarant below or to such other address as is specified by the Committee pursuant to an instrument recorded in the deed records of the County.

Section 8.16. Liens. Any liens created or arising hereunder shall be subordinate to any valid first lien or mortgage covering a lot and improvements and any valid liens securing the cost of construction of improvements.

Section 8.17. Amendments. Except as otherwise provided herein, and for a period of six (6) months after the date this document is filed with the Tarrant County Clerk's Office, the Covenants and Restrictions of this Declaration may be amended and/or changed in whole or in part with the consent of the Declarant alone. Thereafter, the Covenants and Restrictions of this Declaration may only be amended and/or changed in whole or in part with the consent of the Declarant, and seventy-five percent (75%) of the voting Members evidenced by a document in writing bearing each of their signatures, or the signatures of Declarant as their attorney-in-fact, and duly recorded in the land records of Tarrant County, Texas, or by a resolution passed by the majority of the Board evidencing the consent of seventy-five percent (75%) of the voting Members and authorizing the President of the Association to execute such document.

[SIGNATURES TO FOLLOW ON NEXT PAGE]

Executed as of the date acknowledged below.

Marine Creek Meadows, L.P., a
Texas limited partnership

By: Centurion American Custom Homes, Inc., a
Texas corporation, general partner

By:

Name:

Title:

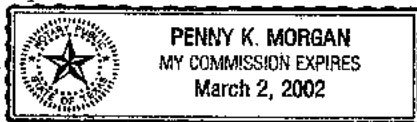
ACKNOWLEDGMENT

THE STATE OF TEXAS

COUNTY OF TARRANT

§
§
§

The foregoing instrument was acknowledged before me on this the 21st day of
May, 1999, by Mehrdad Moayedi, President of Centurion
American Custom Homes, Inc., a Texas corporation, on behalf of said corporation acting in its
capacity as general partner of Marine Creek Meadows, L.P., a Texas limited partnership.



Penny K. Morgan
Notary Public - State of Texas

AFTER RECORDING RETURN TO:

The Brown Law Firm, L.L.P.
2425 E. Southlake Blvd., Ste. 150
Southlake, Texas 76092

DECLARATION OF COVENANTS, CONDITIONS
AND RESTRICTIONS FOR MARINE CREEK MEADOWS - PAGE 24

SITUATED in the City of Fort Worth, Tarrant County, Texas and being a tract of land in the W.M. DOSHIER SURVEY, ABSTRACT NO. 417 and being a portion of land conveyed to George H. Moore (Moore Tract) by deed as recorded in Volume 9529, Page 1944, Deed Records of Tarrant County, Texas, (D.R.T.C.T.), and being more particularly described by metes and bounds as follows:

BEGINNING at a nail found in the West property line of a tract of land deeded to Vernon O. Teofan said nail being also the Southeast corner of Greenfield Acres Addition an addition to the City of Fort Worth as recorded in Volume 388-23, Page 23, of the Plat Records of Tarrant County, Texas (P.R.T.C.T.);

THENCE, South 00 degrees 43 minutes 50 seconds West, with said Vernon O. Teofan West property line, 904.87 feet to a found one half inch iron rod found in place for a corner;

THENCE, South 00 degrees 47 minutes 59 seconds West, continuing with said Vernon O. Teofan West property line, 385.63 feet to a three eights inch iron rod, found for the Northeast corner of Lot 11, Block 3, Marine Creek Heights Addition an addition to the City of Fort Worth as recorded in Volume 388-137, Page 43, D.R.T.C.T., and the Southeast corner of this survey;

THENCE, North 89 degrees 39 minutes 26 seconds West, with the North property line of said Marine Creek Heights Addition, 2,214.21 feet to a one half inch iron rod set for the Southwest corner of this survey;

THENCE, North 00 degrees 08 minutes 02 seconds East, 828.33 feet to a steel pipe fence corner post, for a corner of this survey;

THENCE, North 89 degrees 14 minutes 50 seconds West, 208.47 feet to a steel pipe fence corner post, for a corner of this survey;

THENCE, South 60 degrees 49 minutes 31 seconds West, 242.18 feet to a one half inch iron rod set on the East right-of-way line of Boat Club road, for a corner;

THENCE, North 00 degrees 02 minutes 01 seconds East, with said East right-of-way line, 22.03 feet to a brass disk found in concrete, for the beginning of a curve to the left, whose center bears North 89 degrees 48 minutes 03 seconds West, 766.20 feet;

THENCE, Northwesterly, along said curve to the left, through a central angle of 14 degrees 23 minutes 20 seconds, and having an arc length of 192.42 feet to a found one half inch iron rod;

THENCE, North 00 degrees 32 minutes 09 seconds East, 367.85 feet to a one half inch iron rod found on the South property line of said Greenfield Acres Addition and for the Northwest corner of this survey;

THENCE, South 89 degrees 39 minutes 07 seconds East, with said South property line, 2,669.04 feet to the POINT OF BEGINNING.

The property herein described contains 70.77 acres (3,082,760.70 square feet) of land, more or less.

D199135399
THE BROWN LAW FIRM LLP
2425 E SOUTHLAKE BLV #150
SOUTHLAKE TX 76092

-W A R N I N G-T H I S I S P A R T O F T H E O F F I C I A L R E C O R D--D O N O T D E S T R O Y

I N D E X E D -- T A R R A N T C O U N T Y T E X A S
S U Z A N N E H E N D E R S O N -- C O U N T Y C L E R K
O F F I C I A L R E C E I P T

T O : T H E B R O W N L A W F I R M L L P

RECEIPT NO	REGISTER	RECD-BY	PRINTED DATE	TIME
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T O T A L : D O C U M E N T S : 01 F E E S : 59.00

B Y : _____

ANY PROVISION WHICH RESTRICTS THE SALE RENTAL OR USE
OF THE DESCRIBED REAL PROPERTY BECAUSE OF COLOR OR RACE
IS INVALID AND UNENFORCEABLE UNDER FEDERAL LAW.

Architectural Guidelines

MARY LOUISE GARCIA

COUNTY CLERK



100 West Weatherford Fort Worth, TX 76196-0401

PHONE (817) 884-1195

MARINE CREEK MEADOWS HOA
PRINCIPAL MGMT GROUP
9001 AIRPORT FRWY, STE 450
N RICHLAND HILLS, TX 76180

Submitter: MARINE CREEK MEADOWS
HOA

DO NOT DESTROY
WARNING - THIS IS PART OF THE OFFICIAL RECORD.

Filed For Registration: 6/1/2011 12:57 PM

Instrument #: D211128801

OPR

20

PGS

\$88.00

By: _____

Mary Louise Garcia

D211128801

ANY PROVISION WHICH RESTRICTS THE SALE, RENTAL OR USE OF THE DESCRIBED REAL PROPERTY
BECAUSE OF COLOR OR RACE IS INVALID AND UNENFORCEABLE UNDER FEDERAL LAW.

Prepared by: SLDAVES

**NOTICE OF FILING OF DEDICATORY INSTRUMENTS
FOR
MARINE CREEK MEADOWS HOMEOWNERS ASSOCIATION**

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

THE NOTICE OF FILING OF DEDICATORY INSTRUMENTS FOR THE MARINE CREEK MEADOWS HOMEOWNERS ASSOCIATION (this "Notice") is made this 11th day of April, 2011, by MARINE CREEK MEADOWS HOMEOWNERS ASSOCIATION (the "Association").

WITNESSETH:

WHEREAS, Marine Creek Meadows, LP, a Texas Limited Partnership ("Declarant") prepared and recorded an instrument entitled "Declaration of Covenants, Conditions and Restrictions for Marine Creek Meadows" on or about May 28, 1999, in the Real Property Records of Tarrant County, Texas, as supplemented and amended from time to time (the "Declaration"); and

WHEREAS, the Association is the property owners' association created by the Declarant to manage and regulate the property covered by the Declaration, which property 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 country in which the property is located; and

WHEREAS, the Association desires to record the attached dedicatory instrument in the Real Property Records of Tarrant County, Texas, pursuant to and in accordance with Section 202.006 of the Texas Property Code.

NOW, TEREFORE, the dedicatory instrument attached hereto as Exhibit "A" is a true and correct copy of the original and is 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.

**MARINE CREEK MEADOWS
HOMEOWNERS ASSOCIATION**

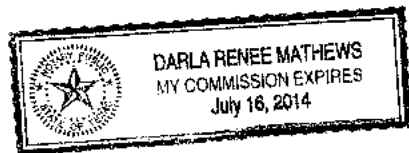
By: 
Its: President


ACKNOWLEDGEMENT

THE STATE OF TEXAS §
§
COUNTY OF TARRANT §

BEFORE ME, the undersigned authority, on this day personally appeared Gary Files, President of Marine Creek Meadows Homeowners Association, know to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to be that he executed the same for the purposes and consideration therein expressed on behalf of the corporation.

SUBSCRIBED AND SWORN TO BEFORE ME on this 11th day of April, 2011.




Notary Public, State of Texas
7-16-2014
My Commission Expires

AFTER RECORDING, RETURN TO:
Marine Creek Meadows Homeowners Association, Inc.
c/o Principal Management Group
9001 Airport Freeway, Suite 450
North Richland Hills, Texas 76180

EXHIBIT "A"

A-1 Architectural Guidelines for Marine Creek Meadows Homeowners Association, Inc.

ARCHITECTURAL STANDARDS BULLETIN
MARINE CREEK MEADOWS HOMEOWNERS ASSOCIATION
CITY OF FORT WORTH

Adopted

April 12, 2011

By the

ARCHITECTURAL CONTROL COMMITTEE
AND
SUPERCEDES ALL PRIOR ARCHITECTURAL STANDARDS BULLETINS

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PREFACE

This Architectural Standards Bulletin adopted by the Architectural Control Committee on April 12, 2011 supersedes all previous construction requirements and standards.

PURPOSE OF ARCHITECTURAL STANDARDS BULLETIN

This Architectural Standards Bulletin has been established for use by builders, landscapers and homeowners for the property known as Marine Creek Meadows (the "Property"). It is aimed at ensuring an attractive, coordinated physical environment both during and after construction. Design diversity is encouraged to create a specific identity for each home. However, certain standards have been adopted for key elements to provide continuity and to maintain overall quality. The property owner should familiarize himself/herself and his/her building team with the requirements of this document and confirm that he/she has the latest revision.

Be advised that Marine Creek Meadows is located within the City of Fort Worth, (the "City") and is, therefore, subject to other ordinances which the City may, by law, extend outside its corporate limits. The City, and Tarrant County, or any other applicable governmental agency, should be contacted at the beginning of the building process to insure compliance with all applicable regulations. Compliance with all governmental regulations is the obligation of the homeowner.

As the development matures, there may be changes made to the Architectural Standards governing Marine Creek Meadows. The Architectural Control Committee (the "ACC"), in accordance with Article VI, Section 6.5 of the Declaration of Covenants, Conditions and Restrictions (the "Declaration"), reserves the right to modify and change the Architectural Standards as necessary. The ACC shall have the authority to ensure the conformity and harmony of all exterior modifications is completed in accordance to the Declaration and any Architectural Standards set forth by the ACC.

SECTION 1 SITE LAYOUT

GENERAL

Owners are to construct homes and maintain individual lots in a manner prescribed by the Declaration of Covenants, Conditions and Restrictions, the recorded plat/re-plats, rules and regulations of the Marine Creek Meadows Homeowners Association, Inc., any Architectural Standards Bulletins and any ordinance by the City.

Compliance with building setback lines, lot layouts, driveways, sidewalks, garages, and etc. is required of the owner. Ties to utilities are the responsibility of the owner.

The owner shall comply with any and all ordinances that may be in effect from the City, Tarrant County and/or any other governmental agency (i.e. MUD, EPA) having applicable jurisdiction.

1.1 BUILDING SETBACKS

No building shall be located on any lot nearer than twenty feet (20') to, nor further than thirty feet (30') from, the front lot line.

No building shall be located on any lot nearer than five feet (5') to the side lot lines on each side, except buildings on corner lots which may not be located nearer than ten feet (10') from the side lot lines as specified in Article V, Section 5.9 of the Declaration.

If any ordinances of the City require a greater setback than the setback stated above, then the City's ordinance shall control.

1.2 RESTRICTIONS ON RE-SUBDIVISION

No Lot shall be subdivided into smaller lots or combined with any adjacent lot(s).

1.3 DRIVEWAYS

Each lot must contain a driveway into the street right-of-way to connect to the existing street.

Driveways shall be surfaced with concrete, asphalt or similar substance approved by the ACC.

Driveways shall be poured and the curb shall be "saw-cut" in accordance with the requirements of the City. The owner is responsible for the street and curb improvements adjacent to the owner's lot and the owner will not cause any damage to such improvements, except to install the proposed driveways.

Construction of all driveways are to meet or exceed standards of applicable governmental agency. Joint use driveways providing access to two or more lots are prohibited.

1.4 GARAGES

Each residence shall have a garage suitable for parking not less than two (2) or more than three (3) standard size automobiles, which conforms in design and materials with the main structure. Garage locations may vary with written approval of the ACC.

Attached garages siding on corner lots must be reviewed and approved by the ACC.

No garage access will be allowed to any subdivision entry street or perimeter thoroughfare.

1.5 POOLS & SPAS

Portable or above ground pools are prohibited (except for children's play pools of less than 8' in diameter, which are permitted). Smaller, prefabricated, above ground spas and/or hot tubs are acceptable. Above ground spas and/or hot tubs which are visible from public view from streets or common areas must be skirted, decked, screened, or landscaped to hide all plumbing heaters, pumps, filters, and related equipment.

Swimming pool appurtenances such as rock waterfalls, slides, and diving boards must not be over six feet (6') in height. Skimmer nets, long handle brushes, pool chemicals, filters, pumps, heaters, plumbing, and related pool equipment must be stored so as to not be visible from public view.

Pool walls shall not encroach on any utility easement. If pool plumbing is required in the utility easements, the appropriate utility company must be contacted before digging. Wood or concrete pool decks may be placed on utility easements, subject to approval by the appropriate utility company.

1.6 FENCES

New construction of fences must be approved by the ACC prior to the start of construction. Repairs to existing fencing which do not change the original fence design or color do not require ACC approval.

All rear and side yards on each lot are required to be fenced.

The height of all fencing may not exceed eight feet (8').

Fences must be constructed of masonry, brick, wood or other material approved by the ACC. Wood fences are to be constructed with 1" x 3" x 6' or 1" x 4" x 6' pickets of cedar material (unless otherwise approved by the ACC). Wrought iron or other similar materials are not permitted.

Posts and rails may be constructed with wood or metal material. However, post must not be visible from the street.

Fences must be stained with a "Natural Wood" stain that is subject to ACC approval.

All wood fencing visible from the street must have the finished side out.

No more than two (2) gates are permitted per lot. Side yard gates are not permitted on the street side of a lot.

1.7 FENCES - CORNER LOTS

Corner lot fences, paralleling the street, must be installed with the finished side out.

Side yard gates are not permitted on the street side of the lot.

1.8 LOT DRAINAGE

It will be the responsibility of each owner to provide adequate drainage for each lot in conformance with the drainage plan. The owner must establish/maintain a drainage pattern of the house to insure that each lot has positive drainage away from the house foundation and drain to an adjacent street or common area.

Pursuant to Article V, Section 5.6(q) of the Declaration, no structure, plantings, or materials shall be placed or permitted to remain on a lot which may change the direction of flow within a drainage channel or which may obstruct or retard the flow of water through drainage channels. It is the owner's responsibility to maintain these drainage patterns and not alter the flow of water from their lot.

SECTION 2 ARCHITECTURE

GENERAL

The following guidelines are not intended to limit the creativity of the architects or builders in their design or construction of homes in Marine Creek Meadows. They are intended to provide a basis for design concepts, forms, and materials to create a comfortable living environment while fitting into the overall sense of community.

The builder/owner shall be responsible for installation and maintenance of the area within the public street right-of-way (between the back of the street curb and property lines).

Each builder/owner shall be responsible for street cleaning and trash pickup in the area immediately adjacent to where the home is being constructed. Each builder/owner shall be responsible to ensure all debris is properly disposed of during construction.

2.1 MINIMUM FLOOR AREA

The square footage is to be calculated as the total air-conditioned living area of the main residential structure, as measured to the outside of exterior walls but exclusive of open porches, garages, patios and detached accessory buildings.

The minimum required floor area is One Thousand Two Hundred (1,200) square feet or the minimum habitable floor area as specified by any applicable governmental authority, whichever is greater.

2.2 ELEVATION & MASSING

Varied elevations, heights, and arrangements on the site result in more interesting street scenes and are encouraged. More pleasing arrangements are achieved with a variety of architectural plans which break the rectangular box into interesting three-dimensional shapes. In addition, the

street scene is made more attractive with the combination of right-and-left hand units if garages are not detached.

Priority should be given to those sides of the house which are visible from streets and walkways. The most articulated elevations should be those which are in public view. However, it should be assumed that the houses will be seen from all angles and that there will be a continuity of colors, materials, and details on all elevations.

Unless otherwise approved in writing by the ACC, no roof on any house constructed on a lot shall have less than 8' / 12' roof slope.

2.3 ELEVATION REPETITION

Location of house designs should be carefully reviewed to avoid excessive repetition in the street scene. The intent is to avoid the negative "look-alike" effect of frequent repetition, but still allow sufficient latitude in satisfying market demand.

A floor plan may be repeated with the same front elevation no more than every fifth lot on the same side of the street. Brick and trim colors should vary in this situation.

A floor plan may be repeated with a different front elevation on every third lot on the same side of the street.

Identical brick and/or stone selections are prohibited on homes which are adjacent to one another.

In no case will a floor plan with one type of elevation be constructed directly across the street from the same plan and elevation.

The ACC reserves the right to reject an elevation that closely resembles that of a nearby house or in any way detracts from the overall street scene.

2.4 EXTERIOR MATERIALS

Samples of all finished materials must be submitted by the owner to the ACC for approval.

Soft subdued paint colors as approved by the ACC should be used. Bold primary colors are prohibited. Each owner is required to submit a color palate to the ACC for approval.

Brick and stone selections must be approved by the ACC prior to installation. Repetition of masonry materials will not be permitted on adjacent houses.

Unless otherwise approved by the ACC, the total exterior wall area of each building constructed or placed on a lot shall be no less than seventy-five percent (75%) (or such higher percentage as may be required by any applicable governmental authority) brick, brick veneer, stone, stone veneer, masonry or other material approved by the ACC.

In Masonry construction, all mortar joints are to be tooled with mortar color complementary to the brick color.

No material change should ever occur on an outside corner. Material changes are most successful when made as part of a larger offset, for example, a masonry pier or recessed window.

Gable ends of a uniform material tend to be more appealing than those which change at the eave line and are strongly encouraged.

High contrast trim or material variation should be avoided in favor of those which are chosen to blend the elements and color.

Any siding shall be approved by ACC. No aluminum siding shall be permitted as an exterior material.

Fiberglass composition shingles with a life of no less than 25 years will be used on homes. The color of any particular shingle shall be weather wood (grey) tone, earth tone or in harmony with earth tones and shall be subject to the approval of the ACC. No metal roofs shall be permitted. Any other type of roofing material must be approved in writing by the ACC prior to installation.

All residential dwellings shall have a cast stone address plaque installed into the front elevation, thus giving the community a consistent theme for such plaques. Said address plaque shall be visible from the street at all times.

No window in any residential dwelling or other approved improvement that is visible from any other lot, residence street or common area may be covered with any aluminum foil or other reflective material. Window coverings, including solar screens, must be compatible with the design and color of the residence and the overall appearance of the community. The ACC shall have the sole authority to determine whether particular window coverings are compatible with the design and color of the residence and the overall appearance of the community.

SECTION 3 DEVELOPMENT STANDARDS

3.1 CHIMNEYS

It is recommended that every residence incorporate a minimum of one fireplace.

Chimneys should be used to establish a repetitive design element throughout the community. They may be built out of brick, stone or Hardi-Plank siding. The use of prefabricated fireplace units allows for a wide range of chimney designs and material choices.

If the chimney is placed on the front facade of the house or on a facade directly facing the street, the front and sides of the chimney shall be constructed completely of the primary masonry material of the adjacent wall (i.e.: brick or stone).

The height of the chimney should be in proportion to the roofline and adhere to the fire codes.

3.2 GARAGE DOORS

The dominant visual impact of garage doors should be carefully addressed in a variety of ways. A pair of single bay doors has a better scale and is preferred. Single sixteen-foot (16') doors are

allowed on detached and swing in garages, but are not allowed on front loaded garages without ACC approval.

When attached two-car garages are built, two single doors divided by a column are recommended. This breaks up the expansiveness of the door into an appropriately scaled architectural element.

No wood or particleboard doors are allowed. All garage doors are to be metal.

3.3 EXTERIOR LIGHTING

The builder/owner may install and maintain lighting on individual lots in a manner so as to not cause distraction, nuisance, or be unsightly. Exterior illumination of architectural features such as columns, entries, chimneys, and landscape features is encouraged. Ground lighting or decorative light fixtures are acceptable. Decorative fixtures must be of high quality materials and workmanship, and be in scale with the residence. Freestanding decorative fixtures are acceptable with ACC approval, Mercury vapor lights, when used for special landscape lighting affect (hung in trees as up or down lights), is permissible only with prior approval from the ACC.

Colored lenses on low voltage lights, colored light bulbs, fluorescent and neon lighting is not permissible. Incandescent, low voltage incandescent, metal halide, quartz, and natural gas lights are acceptable. Spotlights are to be directed to avoid light spill onto any adjacent property.

All lighting modifications shall be presented to the ACC for approval prior to installation.

3.4 SCREENING

All meters, air conditioning units, and similar equipment are to be placed away from public view, preferably in the rear or fenced side yards. In the absence of a completely fenced side yard, meters, air conditioners, and similar equipment must be screened from view with acceptable landscaping.

Wood fences and/or shrubs are acceptable screening materials.

Hedges may be used for screens if plants are mature enough and spaced close enough to provide adequate screening. Screening with plants is to be accomplished with the initial installation and not to assumed growth at maturity. Staggered spacing of shrubs for hedges makes a good screen.

All screening modifications shall be presented to the ACC for approval prior to installation.

3.5 ROOF TOP ANTENNAE & SATELLITE DISH

No antenna or satellite dishes shall be permitted within the property that are larger than 1 meter in diameter (for dish antennas) or 1 meter in diagonal measurement (for regular antennas).

3.6 ROOF PROTRUSIONS

Vent stacks and other necessary roof protrusions, where possible, should be located away from view from the adjacent street. All vent stacks and flashing are to be painted to match color of shingles. Shingles are to be overlapped at valleys so that no valley flashing is exposed.

3.7 ROOF GUTTERS & DOWNSPOUTS

Gutters and downspouts are not required. If used, however, they should be integrated with the architectural design in color, shape, and location.

If gutters are not used, positive drainage away from the house should be provided.

Downspouts are to be located to provide a clean, unobtrusive appearance, terminated by either splash blocks or drained underground to appropriate termination.

Roof drains which will ultimately create erosion or run across pedestrian walks and paths are not acceptable.

Drain pipes tied into rain gutter downspouts must be shielded from view.

3.8 A/C EQUIPMENT

No air-conditioning apparatus shall be installed on the ground in front of a residence. No air-conditioning apparatus shall be attached to any front wall or window of a residence. No evaporative cooler shall be installed on the front wall or window of a residence.

No roof top HVAC equipment is permissible. Extreme care should be taken in the location of condensers to avoid noise infiltration of adjoining bedrooms and other "quiet" zones.

3.9 CARPORTS

No carports shall be constructed on any lot in Marine Creek Meadows. With the prior written consent of the ACC, a porte-cochere may be approved; however any approved porte-cochere will be an addition to and not a replacement of the garage requirement stipulated in the Declaration of Covenants, Conditions and Restriction.

3.10 OUTBUILDINGS

No temporary dwelling, shop, trailer or mobile home of any kind or any improvements of a temporary character (except children's playhouses, dog houses, greenhouses, gazebos and buildings for storage of lawn maintenance equipment, which may be placed on a lot only in places which are not visible from any street on which the lot fronts) shall be permitted on any lot.

Except for children's playhouses, doghouses, greenhouses, gazebos and buildings for storage of lawn maintenance equipment, no building previously constructed elsewhere shall be moved onto any lot, it being intentioned that only new construction be placed and erected thereon.

Provided the express written consent of the ACC is secured prior to installation and placement on any lot, one (1) children's playhouse limited to a maximum height of ten (10') feet in height and one (1) outbuilding limited in maximum height to eight (8) feet from the ground to the highest point of the structure are permitted. Each shall be limited in size to a maximum of 100 square feet of floor/footprint area.

The roof of any outbuilding shall be the same color of the house on the lot on which is located. In no case can the outbuilding be placed in a utility easement. Additionally, no outbuilding structure of any type is permitted unless the specific Lot involved is completely enclosed by

fencing in accordance with Section 1.5 and 1.6 herein. Otherwise, no building or structure of any kind (except for a residence or garage) shall ever be placed or erected on any lot within Marine Creek Meadows.

Playhouses and outbuildings receiving approval from the ACC shall be maintained in “like new” condition including, but not limited to, paint, stain and construction materials. Any equipment not maintained in such a manner may be removed by Marine Creek Meadows Homeowners Association, Inc. at the homeowner’s expense.

3.11 PLAYGROUND EQUIPMENT

No jungle gyms, swing sets, portable basketball goals or similar playground equipment shall be erected or installed on any lot without prior written approval of the ACC. No basketball goals may be attached to a house, garage, outbuilding or similar structure. Basketball goals are not permitted to be affixed into concrete off of the driveway. Basketball goals must be mobile and placed on a driveway as to be positioned away from the street.

SECTION 4 LANDSCAPE

GENERAL

Landscaping is accepted as adding value to property and is in the general welfare of the development, Marine Creek Meadows.

4.1 BEDDING PLANTS

Planting beds are to be curvilinear with varied widths, with the shrub mass in tiers, smaller shrubs and ground cover in the front and larger shrubs in the rear of the beds. Grouping of shrubs of the same species provide a substantial look. Avoid planting shrubs at a constant distance from the foundation.

4.2 MULCH

Mulch all planting beds with 2" deep bark mulch. Gravel or stone may be permitted as a substitute for bark mulch with ACC approval.

4.3 USE OF STONE

No gravel of any size or color is permitted as a substitute for shrubs or grass lawns. Specimen boulders and rock borders are permitted.

4.4 TREES

Each lot shall be required to maintain at least one (1) tree of 4" caliper as measured 6' from the top of the root ball and the tree species shall be approved by the ACC. With the written approval of the ACC, a homeowner may delay the replanting of a lost tree until the fall growing season if said tree is lost during the summer months.

4.5 PLANT MATERIALS

Plant materials shall conform to the American Standard for Nursery Stock. Grass seed, sod and other material shall be clean and reasonably free of weeds and noxious pests and insects.

4.6 MINIMUM LANDSCAPE REQUIREMENTS

All front yards and side yards not enclosed by privacy fencing shall be fully sodded with Bermuda or St. Augustine grass.

A minimum of one (1) tree of 4" caliper as measured 6' from the top of the root ball shall be required in the front yard of each property. The species of all trees must be submitted to the ACC for review.

4.7 PLANT MATERIAL – SHRUBS

Shrubs shall be planted at spacing appropriate for the size of the plant and in accordance with acceptable industry standards.

SUGGESTED SHRUBS

Dwarf Yaupon	Photinia "Frazeri"
Dwarf Pyracantha	Azalca Karume Varieties
Dwarf Chinese Holly	Azalea Indica Varieties
Dwarf Crape Myrtle	Abelia
Dwarf Gardenia	Indian Hawthorn "Clara" "Snowwhite"
Dwarf Nandina "Purpurea" & "Harbor"	"Ballerina"
Dwarf Pittosporum	Gardenia
Dwarf Juniper "Bar Harbor" & "Buffalo"	Camelia
Eleagnus	Texas Silverleaf
Pyracantha	Ligustrum
Pittosporum	Italian Jasmine
Variegated Pittosporum	Oleander
Philodendron	Pinapple Guava
Cleyera	Laurel Leaf Coccilus
Fatsia	Possum Haw
Compact Nandina	Pampass Grass
Nandina	Sage

4.8 PLANT MATERIAL – GROUND COVER & VINES

Ground cover and vines shall be planted at spacing appropriate for the size of the plant and in accordance with industry standards.

SUGGESTED GROUND COVER AND VINES

English Ivy	Sprengeri Fern
Algerian Ivy	Boston Fern
Japanese Star Jasmine	"New Gold" Lantana
Chinese Star Jasmine	Ajuga
Climbing Fig	Holly Fern
Carolina Jasmine	Honeysuckle
Monkey Grass	Trumpet Creeper Sedum
Liriope / Variegated Liriope	Chinese Wisteria Wood Fern

4.9 IRRIGATION

A permanent automatic irrigation system equipped with an anti-freeze device shall be installed for all landscaped and grass areas. Irrigation heads for large turf areas shall be of a hidden (pop-up) rotor type; and, spray type or drip irrigation for small turf areas and bedding areas. Irrigation heads should be located and maintained to effectively water the intended areas while providing minimum overthrow onto pavement, walks, etc.

SECTION 5 SIGHT DISTANCE VISIBILITY

GENERAL

No fence, wall, hedge or shrub planting which obstructs sight lines at elevations between three (3) and six (6) feet above the roadway shall be placed or permitted to remain on any corner lot within the triangular area formed by the street right-of-way lines and a line connecting them at points ten (10) feet from the intersection of the street right-of-way lines, or in the case of a rounded property corner, from the intersection of the street right-of-way lines as extended. The same sight-line limitations shall apply on any lot within ten (10) feet from the intersection of a street right-of-way line with the edge of a private driveway or alley pavement. No tree shall be permitted to remain within such sight intersections unless the foliage line is maintained at sufficient height to prevent obstruction of such sight lines.

In the event other visibility obstructions are apparent in the proposed landscape plan, as determined by the ACC, the requirements set herein may be reduced to the extent necessary to remove the conflict.

SECTION 6 SIGNAGE

GENERAL

No sign of any kind shall be displayed to the public view on any lot except one (1) professional sign of not more than one (1) square foot, and/or one (1) of not more than five (5) square feet advertising the property for rent or sale. Owners shall also be allowed to display one or more political signs advertising political candidate, the sponsorship of a political party, or the sponsorship of a ballot item for an election beginning 90 days before the date of the election to which the sign relates, and the sign must be removed by the 10th day after the election date. Marine Creek Meadows Homeowners Association, Inc. shall have the right to remove any sign, billboard or other advertising structure that does not comply with the above; and in so doing shall not be subject to any liability for trespass or any other liability in connection with such removal.

6.1 RESTRICTED LANGUAGE OR WORDING

Signs shall not display gestures or words which are obscene, profane or pornographic in nature.

6.2 SIGN ON SIDEWALKS, STREETS, ETC.

No person shall attach any sign, paper, or material, or paint, stencil, or write any name, number (except house or street address numbers) or otherwise mark on any sidewalk, curb, gutter, or street.

6.3 SIGNS ON FENCE, WALL, ETC.

No person shall paint a sign or attach a sign, other than a nameplate and address (showing a street number), to the outside of a fence. The name of the company which constructed the fence is also permitted but may not exceed one square foot in size.

6.4 SIGNS ON TREES, UTILITY POLES OR OTHER STRUCTURES

No person shall attach or maintain any sign upon any tree or public utility pole or structure.

SECTION 7 HOLIDAY DECORATIONS

GENERAL

Recognizing that there are several different holidays celebrated between mid-November and mid-January (Christmas, Three Kings, Kwanzaa, and Hanukkah) reasonable and appropriate displays in celebration may be erected without request or approval of the ACC. Large or unusual displays must be submitted and approved by the ACC prior to erection. No display may be erected prior to November 15th and must be completely taken down not later than January 15th of the following year.

SECTION 8 ACC REVIEW OF PLANS AND SPECIFICATIONS

GENERAL

No building, fence, wall or other structure shall be commenced, erected, placed, maintained or altered on any lot, nor shall any exterior painting of, exterior addition to, or alteration of, such items be made until all plans and specifications and a plot plan have been submitted to and approved in writing by a majority of the members of the ACC as to:

- a. quality of workmanship and materials, adequacy of size dimensions, adequacy of structural design, proper facing of main elevation with respect to nearby streets;
- b. conformity and harmony of the external design, color, type and appearance of exterior surfaces and landscaping in relation to the various parts of the proposed improvements and in relation to improvements on other lots in the Property;
- c. location with respect to topography and finished grade elevation and effect of location and use on neighboring lots, improvements and drainage arrangements; and
- d. the other standards set forth in the Declaration or matters in which the ACC had been vested with the authority to render a final interpretation and decision.

The ACC is authorized and empowered to consider and review any and all aspects of construction which may, in the reasonable opinion of the ACC, adversely affect the living enjoyment of one or more lot owners or the general value of lots in the Property. In considering the harmony of external design between existing structures and the proposed building being erected, placed or altered, the ACC shall consider only the general appearance of the proposed building as that can be determined from front, rear and side elevations on submitted plans.

The plans and specifications shall show the nature, kind, shape, height, materials and location of all landscaping and improvements. The document shall specify any requested variance from the setback lines, garage location or any other requirement set forth in the Declaration. The ACC is authorized to request the submission of samples of proposed construction materials. Any modification of the approved set of plans and specifications must again be submitted to the ACC for its approval.

The ACC reserves the right to alter the review process to ensure a thorough review of all submissions while accommodating the needs of builders and property owners.

8.1 REQUIREMENTS – HOMEOWNERS

The homeowner is responsible for obtaining the appropriate permits from the City of Fort Worth.

In addition, the homeowner must submit an Architectural Review Form including plans and specifications prior to beginning any construction.

The Architectural Review Form may be found on the Association's website or otherwise provided by the Board of Directors: www.mcmhoa.com and board@mcmhoa.com.