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MASTER DECLARATION OF COVENANTS AND RESTRICTIONS

THIS MASTER DECLARATION, made this 1st day of NOVEMBER 1976, by J. ALAN DAVIS, INC., hereinafter called Developer, as though singular,

W I T N E S S E T H :

WHEREAS, Developer is the owner of the real property described in this Declaration and desires to create thereon a planned community with permanent parks, playgrounds, open spaces, and other community facilities for the benefit of the said community; and with a planned mix of housing types, and public facilities; and

WHEREAS, Developer desires to provide for the preservation and enhancement of the property values, amenities and opportunities in said community and for the maintenance of the properties and improvements thereon, and to this end desires to subject the real property set forth and described in that certain Subdivision Map entitled "FINAL PLAT, WINDEMERE", recorded with the County Clerk of Tarrant County, Texas, in Volume 388-108 at Page 92, Plat Records, Tarrant County, Texas, designated therein, together with such additions as may be made thereto (as provided in Article II) to the covenants, restrictions, easements, charges and liens hereinafter set forth, each and all of which is and are for the benefit of said property and each owner thereof; and

WHEREAS, Developer has deemed it desirable, for the efficient preservation of the values and amenities in said community, to create an agency to which should be delegated and assigned the powers of owning, maintaining and administering the community properties and facilities and administering and enforcing the covenants and restrictions and collecting and disbursing the assessments and charges hereinafter created, and promoting the recreation, health, safety and welfare of the residents; and

WHEREAS, Developer has incorporated under the laws of the State of Texas the Windemere Homeowners' Association, Inc., as a non-profit corporation for the purpose of exercising the functions aforesaid;

NOW THEREFORE, the Developer declares that the real property described above and such additions thereto as may hereafter be made pursuant to Article II hereof, is and shall be held, transferred, sold, conveyed, and occupied subject to the covenants, restrictions, easements, charges and liens (sometimes referred to as "covenants and restrictions") in the manner hereinafter set forth.

ARTICLE I

DEFINITIONS

Section 1. "Master Declaration" shall mean the covenants, conditions and restrictions and all other provisions herein set forth in this entire document, as same may from time to time be amended.

Section 2. "Articles" shall mean the Articles of Incorporation of Windemere Homeowners' Association, Inc., which are or shall be filed in the Office of the Secretary of State of the State of Texas as such Articles of Incorporation may from time to time be amended.

Section 3. "Association" shall mean Windemere Homeowners Association, Inc., its successors and assigns.

Section 4. "By-Laws" shall mean the By-laws of the Association which are or shall be adopted by the Board of Directors of the Association as such By-laws may from time to time be amended.

Section 5. "Developer" shall mean the entity or entities stated in the Preamble of this Master Declaration, its assigns, together with any successor to all or substantially all of its business of developing the Properties.

Section 6. "Properties" shall mean all real property which becomes subject to the Master Declaration, together with such other real property as may from time to time be annexed thereto under the provisions of Article II hereof.

Section 7. "Common Area" shall mean those areas of land shown on any recorded subdivision plat of the properties and improvements thereto, which are intended to be devoted to the common use and enjoyment of the Members, including "Private Drives and Parking Area" and any other land either on the Properties or off the Properties which may be conveyed at future dates.

Section 8. "Holder of First Mortgage Secured by a Lot" shall mean the institutional mortgagee having a first lien security interest, which lien is prior to all other liens, in a Lot as security for the repayment of a loan or loans used for the purchase of such Lot and which mortgagee is subject to regulation by the Federal National Mortgage Association by virtue of such loan.

Section 9. "Living Unit" shall mean any structure or portion of a structure situated upon the Properties designed and intended for use and occupancy as a residence by a single family.

Section 10. "Lot" shall mean a plot of land which is platted upon any recorded subdivision map of the Properties.

Section 11. "Assessment Trust" shall mean the depository agreement established by a trust agreement among Owners, the Association and a designated depository for the purpose of receiving regular payments from the Owner to be held, managed, invested and disbursed for his benefit and in satisfaction of his obligations under Article V of this Master Declaration.

Section 12. "Multifamily Structure" shall mean a structure with two or more living units under one roof.

Section 13. "Owner" shall mean the record owner, whether one or more persons or entities, of the fee simple title to any Lot including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

Section 14. "Occupant" shall mean the occupant of a Living Unit who shall be either the Owner or a lessee who holds a written lease having a term of at least twelve (12) months.

Section 15. "Parcel" shall mean the total of one or more Lots which are subject to the same Supplementary Declaration.

Section 16. "Supplementary Declaration" shall mean any declaration of covenants, conditions and restrictions which may be recorded by the Developer, which extends the provisions of the Master Declaration to a Parcel and contains such complementary provisions for such Parcel as are herein required by the Master Declaration.

Section 17. "Book of Resolutions" shall mean the document containing rules and regulations and policies adopted by the Board of Directors of the Association as same may be amended from time to time.

Section 18. "Improved Lot" shall mean any Lot on which construction of one or more Living Units has commenced as evidenced by issuance of a building permit. Construction by the Developer of garages or carports shall not be construed as qualifying a Lot as an "Improved Lot."

Section 19. "Unimproved Lot" shall mean any Lot on which construction of one or more Living Units has not commenced.

## ARTICLE II

### PROPERTY SUBJECT TO THIS DECLARATION ADDITIONS THERETO

Section 1. Existing Property The real property which is and shall be held, transferred, sold, conveyed, and occupied subject to this Master Declaration is located in Arlington, Tarrant County, Texas, and is the real property set forth and described in that certain Subdivision Map entitled "FINAL PLAT, WINDEMERE" recorded with the County Clerk of Tarrant County, Texas, in Volume 388-108 at Page 92, Plat Records, Tarrant County, Texas.

Section 2. Additions to Existing Property Added properties may become subject to this Master Declaration in the following manner:

(a) Additions by the Developer. The Developer, its successors and assigns shall have the right to bring within the scheme of this Declaration additional properties in future stages of development.

(b) Other Additions. Notwithstanding the foregoing, additional lands may be annexed to the Existing Property upon approval in writing of the Developer and of the Association, pursuant to a majority of votes of the Class A members who are voting in person or by proxy at a regular meeting of the Association or at a meeting duly called for this purpose.

The additions so authorized under subsections (a) and (b) shall be made by the filing of record of one or more supplementary Declarations of Covenants and Restrictions with respect to the additional property and by filing with the Association a General Plan of Development for the proposed additions. Unless otherwise stated therein, such General Plan shall not bind the Developer to make the proposed additions.

(c) Mergers. Upon a merger or consolidation of another association with the Association, its properties, rights and obligations may, as provided in its Articles of Incorporation, by operation of law be transferred to another surviving or consolidated association or, alternatively, the properties, rights and obligations of another association may by operation of law be added to the properties, rights and obligations of the Association as a surviving corporation

pursuant to a merger. The surviving or consolidated association may administer the covenants and restrictions established by this Declaration within the Existing Property together with the covenants and restrictions established upon any other properties as one scheme. No such merger or consolidation, however, shall effect any revocation, change or addition to the covenants established by this Declaration within the Existing Property except as hereinafter provided.

### ARTICLE III

#### MEMBERSHIP AND VOTING RIGHTS

Section 1. Members. Every person or entity who is an Owner or Occupant as defined herein of any Lot or Living Unit which is subject by covenants of record to assessment by the Association shall be a member of the Association, with voting rights as defined in Section 2 below.

Section 2. Voting Rights. The Association shall have three classes of voting membership;

Class A. Class A members shall be all Owners of Lots and shall be entitled to one vote for each Lot owned.

Class B. Class B members shall be all Occupants, either Owners or Lessees, as defined in Section 1, of all Living Units constructed on Lots in the Properties and shall be entitled to one vote for the Living Unit occupied.

Class C. The Class C member shall be the developer, who shall have five votes for each Lot owned. The Class C membership shall cease upon written notice by the Class C member to the Association, but no later than December 31, 1980.

Section 3. If more than one person or entity owns or occupies a single Lot or Living Unit, the vote for such Lot or Living Unit shall be exercised as they among themselves determine by filing a written appointment with the Association naming the individual who shall cast the vote for that member. Any person or entity qualifying as a member of more than one class may exercise those votes to which he is entitled for each such class of membership.

### ARTICLE IV

#### COMMON AREA

Section 1. Obligations of the Association. The Association, subject to the rights of the Owners set forth in this Master Declaration, shall be responsible for the exclusive management and control of the Common Area and all improvements thereon (including furnishings and equipment related thereto), shall keep the same in good, clean, attractive and sanitary condition, order and repair and shall maintain insurance coverage for such Common Area in compliance with regulations of the Federal National Mortgage Association. With regard to any insurance proceeds collectible as a result of damage to, or destruction of, all or any portion of the Common Area or any improvements thereon (including furnishings and equipment related thereto), the Association shall notify in writing Holders of First Mortgages

Secured by Lots within thirty (30) days of the occurrence of such damage or destruction exceeding \$10,000.00.

Section 2. Members Easement of Enjoyment. Subject to the provisions herein, every Owner shall have a right and easement of enjoyment in and to the Common Area which shall be appurtenant to and shall pass with the title to every Lot, and every Member shall have a right of enjoyment in the Common Area.

Section 3. Extent of Members' Easements. The Members' easements of enjoyment created hereby shall be subject to the following:

(a) the right of the Association to establish reasonable rules and to charge reasonable admission and other fees for the use of the Common Area;

(b) the right of the Association to suspend the right of an Owner to use the recreational facilities for any period during which any assessment against his Lot remains unpaid for more than thirty (30) days after notice; the right of the Association to suspend the right of a member to use the recreational facilities for a period not to exceed sixty (60) days for any other infraction of this Master Declaration or the Book of Resolutions;

(c) the right of the Association to mortgage any or all of the facilities constructed on the Common Area for the purposes of improvements or repair to Association land or facilities pursuant to the assent of the Class C member and of two-thirds of the votes of the Class A members who are voting in person or by proxy at a regular meeting of the Association at a meeting duly called for this purpose;

(d) the right of the Association to dedicate or transfer all or any part of the Common Area to any public agency, authority or utility for such purposes and subject to such conditions as may be agreed to by the Members. No such dedication or transfer shall be effective unless an instrument signed by the Class C member and by two-thirds (2/3rds) of the Class A members, agreeing to such dedication or transfer, has been recorded.

Section 4. Delegation of Use. Any member may delegate his right of enjoyment to the Common Area and facilities to the members of his family and to his guests subject to such general regulations as may be established from time to time by the Association, and included within the Book of Resolutions.

Section 5. Damage or Destruction of Common Area by Owner. In the event any Common Area is damaged or destroyed by an Owner or any of his guests, tenants, licensees, agents or member of his family, such Owner does hereby authorize the Association to repair said damaged area; the Association shall repair said damaged area in a good workmanlike manner in conformance with the original plans and specifications of the area involved, or as the area may have been modified or altered subsequently by the Association in the discretion of the Association. The amount necessary for such repairs shall become a special assessment upon the Lot of said Owner.

Section 6. Title to Common Area. The Developer may retain the legal title to the Common Area or portion thereof until such time as it has completed improvements thereon, but notwithstanding any provision herein, the Developer hereby covenants that it shall convey

the Common Area and portions thereof to the Association, free and clear of all liens and financial encumbrances. Members shall have all the rights and obligations imposed by the Declaration with respect to such Common Area, except that the Association shall not be liable for payment of taxes and insurance for such Common Area until title is conveyed. Subject to the easements specifically granted herein, the Association may not alienate, release, transfer, convey or encumber legal title to the Common Area without the approval of all Holders of First Mortgages Secured by Lots.

ARTICLE V

COVENANTS FOR ASSOCIATION ASSESSMENTS  
AND TRUST ASSESSMENTS

Section 1. Creation of the Lien for, and Personal Obligation of, Association Assessments. The Developer hereby covenants, and each Owner of any Lot by acceptance of a deed thereof, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association the following: (1) annual general assessments or charges, (2) special assessments for capital improvements, and (3) special assessments.

All such association assessments, together with interest thereon and costs of collection thereof as hereinafter provided, shall be a charge on the land and shall be a continuing lien upon the property against which each such assessment is made. Each such assessment, together with interest thereon and costs of collection thereof, shall also be the personal obligation of the person who was the Owner of such property at the time when the assessment fell due.

Section 2. General Assessment.

(a) Purpose of Assessment. The general assessment levied by the Association shall be used exclusively to promote the recreation, health, safety, and welfare of the residents of the Properties and in particular for the improvement, maintenance and operation of the Common Area and facilities.

(b) Basis for Assessment. Each Improved Lot which has been conveyed to an Owner who is not the Developer shall be assessed at a uniform rate. Each Unimproved Lot shall be assessed at a uniform rate which until Class C membership expires shall be twenty percent of the General Assessment.

(c) Maximum Annual Assessment.

(1) Until January 1 of the year following commencement of assessments, the maximum annual general assessment shall be three hundred sixty dollars (\$360.00).

(2) From and after January 1 of the year immediately following the commencement of assessments each year the Board of Directors of the Association may increase the maximum annual assessment rate by not more than ten percent (10%) of the maximum for the current fiscal year, to become effective the first day of the next fiscal year.

(3) From and after January 1 of the year immediately following the commencement of assessments, the assessment basis for the maximum annual general assessment may be changed by the assent of the Class C member and two-thirds (2/3rds) majority of the votes of the Class A members who are voting in person or by proxy at a meeting duly called for this purpose

(d) Method of Assessment. By a vote of two-thirds (2/3rds) of the Directors of the Association, the Board shall fix the annual

assessment upon the basis provided above and at an amount not in excess of the current maximum, provided however, that the annual assessment shall be sufficient to meet the obligations imposed by the Master Declaration. The Board shall set the dates such assessment shall become due. In the event the assessments collectible pursuant to this section are insufficient to meet the purpose of the general assessment, the Class C member, solely during the time of its existence as such a member, covenants that it will defray any deficit attributable to the fulfillment of the general assessment on an annual basis. Any such defraying of such deficit shall be limited to an assessment otherwise attributable to any lots owned by the Class C members.

Section 3. Special Assessment for Capital Improvement. In addition to the annual assessments authorized above, the Association may levy in any assessment year a special assessment applicable to that year and not more than the next two succeeding years for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of a capital improvement upon the Common Area, including fixtures and personal property related thereto, providing that any such assessment shall have the assent of the Class C member and of two-thirds (2/3rds) of the votes of the Class A members who are voting in person or by proxy at a special meeting duly called for that purpose.

Section 4. Special Assessments. Other Special Assessments may be levied as provided herein.

Section 5. Date of Commencement of Annual Assessments. The annual general assessments provided for herein shall commence with respect to assessable units within a parcel on the first day of the month following conveyance of the first Improved Lot to an Owner who is not the Developer, or May 1, 1977, whichever date is later. The initial annual assessment on any assessable unit shall be adjusted according to the number of whole months remaining in the fiscal year.

Section 6. Effect of Nonpayment of Assessments: Remedies of the Association. Any association assessment not paid within thirty (30) days after the due date may upon resolution of the Board bear interest from the due date at a percentage rate no greater than the current statutory maximum annual interest rate, to be set by the Board for each assessment period. The Association may bring an action at law against the Owner personally obligated to pay the same or foreclose the lien against the property. If the Association provided for collection of any assessments in installments, upon default in the payment of any one or more installments, the Association may accelerate payment and declare the entire balance of said association assessment due and payable in full. No Owner may waive or otherwise escape liability for the association assessments provided for herein by non-use of the Common Area or abandonment of his Lot.

Section 7. Subordination of Lien to Mortgages and Transfer of Lots. The liens of the association assessments provided for herein shall be subordinate to the lien of any first mortgage. Sale or transfer of any Lot pursuant to mortgage foreclosure or any proceeding in lieu thereof shall extinguish the lien of such assessment as to payments which become due prior to such sale or transfer. No sale or transfer shall relieve such Lot from liability for any assessments thereafter becoming due or from the liens thereof. Prior to, or at the time of, conveyance of any Lot, other than by

foreclosure, the purchaser of any Lot shall deposit with the Association a sum of money equal to two (2) months of the then current total association assessments due for such Lot, and the Seller shall pay past due and current association assessments for such Lot.

Section 8. Annual Budget for Association Assessments. By a two-thirds (2/3rds) vote of the Directors, the Board of Directors of the Association shall adopt an annual budget for the subsequent fiscal year, which shall provide for allocation of, expenses in such a manner that the obligations imposed by the Declaration and all Supplementary Declarations will be met as to the purposes for which the association assessments, provided for in Section 1 of this Article, are imposed.

Section 9. Creation of Trust for Assessments for Capital Improvement Replacement. Each Owner of any Lot by acceptance of a deed thereof, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Assessment Trust the following: Trust assessments and assessments for capital improvement replacement. The agreement establishing the Assessment Trust is incorporated herein by reference; each Owner of any Lot by acceptance of a deed thereof, whether or not it shall be so expressed in such deed, is deemed to be a party to this agreement and shall be so bound. The sums accrued in the Assessment Trust may be withdrawn only as provided in this Article and in the agreement establishing the Assessment Trust. The Trustee shall release funds solely for the purposes provided in Section 11 of this Article upon receipt of a sworn affidavit of the Association that withdrawal of the funds sought is for payment of items solely for the purposes provided in Section 11 of this Article and that such items have been paid by the Association, attaching proof of payment. Any earnings realized from the Assessment Trust during the term of its deposit with the Trustee shall first be applied to payment of the Trustee's usual and customary fee for maintaining the Assessment Trust and any balance shall be paid over to the Association as its fee for acting as collection agent and managing agent. In the event earnings are not sufficient for payment of the Trustee's fee, the Trustee may charge the corpus of the Assessment Trust for its fee. The Association, as managing agent, shall be solely responsible, subject to the limitations provided herein, for determining what circumstances are within the purposes of Section 11 of this Article and the time and manner in which such purposes are to be accomplished. The Trustee and the Association may provide for one or more segregated funds for the holding of the amounts deposited to the Assessment Trust.

Section 10. Creation of Lien for Trust Assessments and Deposit to Assessment Trust.

(a) Creation of Lien. All assessments provided for in Section 9 of this Article, together with interest thereon and costs of collection thereof as provided below, shall likewise be a charge on the land and shall be a continuing lien upon the property against which each such assessment is made. Each such assessment, together with interest thereon and costs of collection thereof, shall also be the personal obligation of the person who was the Owner of such property at the time the assessment fell due.

(b) Assessment Trust Deposits. As security for his obligation created in this section, the Owner shall deposit in the Assessment Trust through the collection agent the amounts specified or provided for in Section 11 of this Article, and each Owner is deemed to covenant and agree to make such deposits.



Section 11. Assessment for Capital Improvement Replacement. Each Improved Lot which has been conveyed to an Owner who is not the Developer shall be assessed, at the rate indicated below, a trust assessment for the exclusive purpose and use as a replacement reserve for repair of capital improvements for the Common Area. The rate of assessment for this assessment shall be \$2.00 per month for each Improved Lot, for the first two (2) years following conveyance to the first Owner, who is not the Developer, of an Improved Lot and \$6.00 per month thereafter for each Improved Lot. Any change in the rate of this assessment shall require the assent of the Class C member and of two-thirds (2/3rds) of the votes of the Class A members who are voting in person or by proxy at a special meeting duly called for that purpose. The trust assessment shall be held in the Assessment Trust, paid in the manner provided in Sections 9 and 10 of this Article. The amounts accrued for repair and replacement of capital improvements for the Common Area and related facilities pursuant to this assessment shall be drawn from the Assessment Trust solely for the replacement or repair of previously existing structures, equipment and facilities of the Common Area.

Section 12. Effect of Nonpayment of Assessments: Remedies of The Trust. Any trust assessment not paid within thirty (30) days after the due date may upon resolution of the Board with the Association acting solely as agent of the Trustee, bear interest from the due date at a percentage rate no greater than the current statutory maximum annual interest rate, to be set by the Board for each assessment period. The Association, as agent of the Trustee, may bring an action at law against the Owner personally obligated to pay the same or foreclose the lien against the property. If the Association, as agent of the Trustee, provided for collection of any assessments in installments, upon default in the payment of any one or more installments, the Association, as agent of the Trustee, may accelerate payment and declare the entire balance of said assessment due and payable in full. No Owner may waive or otherwise escape liability for the assessments provided for herein by nonuse of the Common Area or abandonment of his Lot.

Section 13. Subordination of Lien to Mortgages and Transfer of Lots. The liens of the trust assessments provided for herein shall be subordinate to the lien of any first mortgage. Sale or transfer of any Lot pursuant to mortgage foreclosure or any proceeding in lieu thereof shall extinguish the lien of such trust assessment as to payments which became due prior to such sale or transfer. No sale or transfer shall relieve such Lot from liability for any trust assessments thereafter becoming due or from the liens thereof. Prior to, or at the time of, conveyance of any Lot, other than by foreclosure, the purchaser of any Lot shall deposit with the Assessment Trust a sum of money equal to two (2) months of the then current total trust assessments due for such Lot, and the Seller shall pay past due and current trust assessments for such Lot.

Section 14. Annual Budget. By a two-thirds vote of the Directors, the Board of Directors of the Association, with the Association acting as agent of the Trustee, shall adopt an annual budget for the subsequent fiscal year to meet the purposes for which the assessments for Capital Improvement Replacement are provided.

Section 15. Exempt Property. The following property subject to this Declaration shall be exempted from all assessments, charges and liens created herein: (1) all properties to the extent of any easement or other interest therein dedicated and accepted by the local public authority and devoted to public use; (2) all Common Areas; (3) all properties exempted from taxation by state or local governments upon the terms and to the extent of such legal exemption. Notwithstanding any provisions herein, no land or improvements devoted to dwelling use shall be exempt from said assessments, charges or liens.

Section 16. Equal Priority of Assessment Liens. The liens provided for herein for association assessments and trust assessments shall be of equal priority regardless of date of attachment. Delinquency in the payment of any assessment will preclude the release of any other assessment lien.

#### ARTICLE VI

##### ARCHITECTURAL CONTROL

Section 1. The Architectural Review Board. An Architectural Review Board consisting of three or more persons shall be appointed by the Class C member. At such time as the Class C membership expires, the Architectural Review Board shall be appointed by the Board of Directors of the Association.

Section 2. Purpose. The Architectural Review Board shall regulate the external design, appearance, use, location and maintenance of the Properties of improvements thereon in such a manner so as to preserve and enhance values and to maintain a harmonious relationship among structures and the natural vegetation and topography.

Section 3. Conditions. No improvements, alterations, repairs, change of paint colors, excavations, changes in grade or other work which in any way alters the exterior of any property or the improvements located thereon from its natural or improved state existing on the date such property was first conveyed in fee by the Developer to an Owner shall be made or done without the prior approval of the Architectural Review Board, except as otherwise expressly provided in this Declaration. No building, fence, wall, residence, or other structure shall be commenced, erected, maintained, improved, altered, made or done without the prior written approval of the Architectural Review Board.

Section 4. Procedures. In the event the Board fails to approve, modify or disapprove in writing an application with thirty (30) days after plans and specifications in writing have been submitted to it, in accordance with adopted procedures, approval will be deemed granted. The applicant may appeal an adverse Architectural Review Board decision to the Board of Directors of the Association who may reverse or modify such decision by a two-thirds (2/3rds) vote of the Directors.

#### ARTICLE VII

##### USE OF PROPERTY

##### Section 1. Protective Covenants.

(a) Residential Use. All property shall be used, improved and devoted exclusively to residential use. Nothing herein shall be deemed to prevent the Owner from leasing a Living Unit to a single family, subject to all of the provisions of the Declaration.

(b) Restriction on Further Subdivision. No Lot upon which a Living Unit has been constructed shall be further subdivided or separated into smaller Lots by any Owner, and no portion less than all of any such Lot, nor any easement or other interest therein, except as provided in Section 7 of Article I of this Master Declaration, shall be conveyed or transferred by an Owner, provided that this shall not prohibit deeds of correction, deeds to resolve boundary line disputes and similar corrective instruments.

(c) Nuisances. The Owner of any Lot shall not use or allow the use of such Lot or any building or structure thereon for any purpose (i) which will be noxious, offensive or detrimental to the use of the other Lots; (ii) which will create or emit any

objectionable, offensive or noxious odors, dust, gases, fumes or other such material or (iii) which will in any manner violate any zoning, building, health or safety regulations or similar laws of the City of Arlington, of the State of Texas, and of the United States.

(d) Drilling. No drilling or puncturing of the surface for oil, gas or other minerals or hydrocarbons or any other substance shall be permitted.

(e) Livestock. The keeping of any poultry, cattle, horses or other livestock of any kind or character is prohibited on any Lot.

(f) Refuse. The storage of trash, ashes, or other refuse except in normal receptacles is prohibited, nor may weeds, underbrush or other unsightly growths be permitted to grow or remain on a Lot. No waste shall be committed on any Lot or the Common Area.

(g) Signs. No signs or billboards shall be permitted on any Lot; except one sign, not to exceed two feet by three feet, may be used to advertise the sale or rental of the Living Unit.

(h) Parking. No boats, trucks, campers or vans and no commercial type vehicles shall be stored or parked on any Lot except while parked in a closed garage, nor parked on any street in or adjacent to the property except while engaged in transporting people or items of personal property to or from a Lot in the Property; nor may any boats of any kind nor any type of vehicle, powered or unpowered, while it is being repaired, be stored or parked on any Lot or street except while parked in a closed garage. No vehicles may be parked overnight on a road or street.

(i) Clotheslines, Etc. All clotheslines or drying yards, garbage cans, household or yard equipment, coolers, woodpiles or storage piles shall be so located as not to be visible from the Common Area, any other Lot or any road or street.

(j) Elevated Tanks. No elevated tanks of any kind shall be erected, placed or permitted on any Lot.

(k) Antenna. No exposed or exterior television antennas shall be erected, placed or maintained, except with the written consent of the Developer or the Association.

(l) Radio Transmitters. No radio transmitting device shall be allowed on any Lot and no exposed or exterior radio antennas shall be erected, placed or maintained, except with the written consent of the Developer or the Association.

(m) Common Area Obstruction. There shall be no obstruction to or construction on the Common Areas, without the prior written approval of the Association.

(n) Fire Hazards. Nothing shall be done on any Lot or the Common Areas which will result in the increase of fire or casualty insurance premiums thereon or the cancellation of such insurance.

(o) Exceptions. The Architectural Review Board may issue temporary permits to except any prohibitions expressed or implied by this section, provided the Board can show good cause and acts in accordance with adopted guidelines and procedures.

(p) Other Restrictions. Prior to conveyance of the first lot to an Owner, the Architectural Review Board shall adopt general rules to interpret the covenants in this section and to implement the purposes set forth in Article VII, Section 2. Prior to conveyances of the first Lot in any Parcel added to the Properties, the Architectural Review Board shall adopt general rules appropriate to that Parcel. Such general rules may be amended by a two-thirds (2/3rds) vote of the Architectural Review Board, following a public hearing for which due notice has been provided and pursuant to an affirmative vote of two-thirds (2/3rds) of the Board of Directors of the Association. All such general rules and any subsequent amendments thereto shall be placed in the Book of Resolutions.

## Section 2. Maintenance of Lots

(a) Covenant for Maintenance of Lots. To the extent that exterior maintenance is not provided for in a Supplementary Declaration each Owner shall keep all Lots owned by him and all improvements therein or thereon in good order and repair, and free of debris including, but not limited to, the seeding, watering, mowing of all lawns, the pruning and cutting of all trees and shrubbery, and the painting (or other appropriate external care) of all buildings and other improvements, all in a manner and with such frequency as is consistent with good property management.

(b) Association's Right of Entry and Special Assessment. In the event an Owner of any Lot in the Properties shall fail to maintain the premises and the improvements situated thereon, as provided herein, the Association, after notice to the Owner as provided in the By-Laws and approval by a two-thirds (2/3rds) vote of the Board of Directors of the Association, shall have the right to enter upon the Lot to correct drainage and to repair, maintain and restore the Lot and the exterior of the buildings and any other improvements executed thereon. All costs related to such correction, repair or restoration shall become a Special Assessment upon such Lot, pursuant to Article V, Section 4.

Section 3. Arbitration Among Owners. If any Owner believes any other Owner is in violation of these Restrictive Covenants, he may so notify such Owner in writing, explaining his reasons for such complaint. If the Owner fails to remedy the alleged violation in ten (10) days after delivery of such notice, a complaint may be transmitted in writing to the President of the Association, who shall thereupon choose, within not more than ten (10) days, a neutral party to arbitrate the dispute in such a manner as the latter deems best, but he shall in all cases announce his decision within thirty (30) days after the transmittal of the complaint to the President of the Association. If the President of the Association or the arbitrator fails to act, the complaint will be considered denied. The arbitrator shall be paid his reasonable expenses, the cost of which shall be borne by the losing party.

Section 4. Arbitration Between the Association and an Owner. If the Association believes any Owner is in violation of these Restrictive covenants, it shall so notify such Owner in writing, explaining its reason for such complaint. If the Owner fails to remedy the alleged violation within ten (10) days following delivery of such notice, then the Association shall have the right to: (i) institute appropriate legal action of (ii) submit the dispute to arbitration, such arbitration to be held in accordance with the rules of the American Arbitration Association by the action of a majority of arbitrators chosen as follows: (a) one arbitrator shall be chosen by the Owner; (b) one arbitrator shall be chosen by the Association; (c) one arbitrator shall be chosen

by the two arbitrators previously chosen. If either party fails to choose an arbitrator within fifteen (15) days after the transmission of the complaint to the Owner, the other party may choose the second arbitrator. The decision of the arbitrators shall be made within thirty (30) days after the transmission of the complaint to the Owner. If the arbitrators fail to act within ninety (90) days, the complaint will be considered dismissed.

Section 5. Requirements of Lessees. Any lessee from an Owner shall have possession of a Lot, any Living Unit or other structure located on a Lot subject to the covenants and restrictions of this Master Declaration, of the Articles and of the By-Laws; failure of any lessee to comply with the obligations of Owners and Occupants resulting from this Master Declaration, the Articles and the By-Laws shall be an event of default under any lease between an Owner and his lessee. All leases from an Owner to any lessee shall be in writing, a memorandum of which shall be filed of record in the Office of the County Clerk of Tarrant County, Texas.

## ARTICLE VIII

### PARTY WALLS

Section 1. General Rules of Law to Apply. Each wall or fence which is built as a part of the original construction of the Living Units upon the Properties and placed on the dividing line between the Lots shall constitute a party wall, and, to the extent not inconsistent with the provisions of the Article, the general rules of law regarding party walls and liability for property damage due to negligence or willful acts or omissions shall apply thereto.

Section 2. Rights of Owners. The Owners of contiguous Lots who have a party wall shall both equally have the right to use such wall or fence, provided that such use by one owner does not interfere with the use and enjoyment of same by the other Owner.

Section 3. Damage or destruction. In the event that any party wall is damaged or destroyed (including deterioration from ordinary wear and tear and lapse of time):

(1) through the act of an Owner or any of his agents or guests or members of his family whether or not such act is negligent or otherwise culpable, it shall be the obligation of such Owner to rebuild and repair the party wall without cost to the other adjoining Lot Owner or Owners.

(2) other than by the act of an adjoining Owner, his agents, guests or family, it shall be the obligation of all Owners whose Lots adjoin such wall to rebuild and repair such wall at their joint and equal expense.

Notwithstanding anything to the contrary herein contained, there shall be no impairment of the structural integrity of any party wall without the prior written consent of all Owners of any interest therein, whether by way of easement or in fee.

Section 4. Right to Contribution Runs With Land. The right of any Owner to contribution from any other Owner under this Article shall be binding on the other Owner and his assignees, shall be appurtenant to the land, and shall pass to such Owner's successors in title. In addition, this right of contribution, when accrued, shall create a lien on the Lot of the adjoining Owner in favor of the Owner or other person who has incurred the expense for repair or building of the party wall.

Section 5. Garden Wall Visual Privacy. Each Owner shall have the right to visual privacy in a screened area on his Lot without visual intrusion from the party wall on the contiguous lot, subject to the provisions of Articles VI and VII.

Section 6. Arbitration. In the event of any dispute arising concerning a party wall, or under the provisions of this Article, the procedures set forth in Section 3 of Article VII shall apply.

#### ARTICLE IX

##### INSURANCE OBLIGATION OF OWNERS

Section 1. The Association may designate from time to time an insurance carrier qualified to do business in the State of Texas as the standard fire and extended coverage carrier and the Association may designate which agent of such carrier shall be the standard agent for such Owners and for the Association. The Association may also designate a new carrier or agent at any time, such change to be effective sixty (60) days thereafter.

Section 2. When the Association chooses to designate a standard insurance carrier, each Owner of a Lot upon which a Living Unit is constructed shall obtain fire and extended coverage insurance from such carrier (and from the standard agent if one is designated by the Association) to the extent of full replacement value of all Living Units, Multifamily Structures or other Structures constructed on such Owner's Lot; in addition, each such Owner shall otherwise obtain all insurance coverage as required by regulations of the Federal National Mortgage Association. Any policy obtained shall provide that it may not be cancelled except upon ten (100 days' written notice to the Association. Each such Owner shall pay for such fire and extended coverage insurance when required by the policy therefor, and if the Owner fails to obtain such fire and extended coverage insurance or fails to pay such insurance premiums as required, the Association may (but shall not be obligated to) obtain such insurance, make such payments for such Owner and add the cost of such payments as a Special Assessment of such Owner.

Section 3. With regard to any insurance proceeds collectible as a result of damage to, or destruction of, any Living Unit, the Owner (if also the Occupant) or otherwise the Occupant, to include any lessee in actual possession under a written lease for a term less than twelve (12) months, shall notify in writing their respective Holders of First Mortgages Secured by Lots within thirty (30) days of the occurrence of the damage or destruction.

#### ARTICLE X

##### EASEMENTS AND RIGHTS

Section 1. Easement for Repair. If the Owner of any Lot or the Developer must, in order to make reasonable repairs or improvements to a building on the Lot of the Owner or on any other Lot (in the case of the Developer), enter or cross the Common Areas or a Lot of another Owner, such Owner or the Developer shall have an easement to do so; provided that said Owner or the Developer shall use the most direct, feasible route in entering and crossing over such an area and shall restore the surface so entered or crossed to its original condition at the expense of said Owner or the Developer and further provided such easement shall not exist on the land of any other Lot Owner if the purpose for the entrance or crossing is one requiring, by virtue of Article VI of this Master Declaration, approval of the Architectural Review Board.

Section 2. Right of Repair. If the Owner of any Lot, or the Developer, must, in order to make reasonable repairs or improvements to a building on the Lot of the Owner or on any other Lot (in the case of the Developer), alter the building of any other person, said Owner or Developer shall have the right to do so; provided that said Owner or the Developer shall: (i) create as little alteration as possible consistent with good building and engineering practices, (ii) promptly restore the building altered to its original condition at the expense of said Owner or the Developer, and (iii) provide such bonding as the Owner of the building to be altered shall reasonably require; and further provided such alteration shall not be allowed if the purpose for the alteration is one requiring by virtue of Article VI of this statement, approval of the Architectural Review Board.

Section 3. Utility Easements. There is hereby created a blanket easement upon, across, over, through, and under the Common Area and all Lots for ingress and egress as may be needed for construction on the Lots or Common Areas and for installation, replacement, repair, and maintenance of all utility and service lines and systems including, but not limited to water, sewers, gas, telephones, electricity, television, cable or communication lines and systems. By virtue of this easement it shall be expressly permissible for the Developer or the providing utility or service company to install and maintain facilities and equipment on said property, to excavate for such purposes and to affix and maintain wires, circuits, and conduits on, in and under the roofs and exterior walls of Living Units providing such company restores disturbed areas to the condition in which they were found. Notwithstanding anything to the contrary contained in this paragraph, no sewers, electrical lines, water lines, or other utility service lines or facilities for such utilities may be installed or relocated on said premises except as programmed and approved by the Developer prior to the conveyance of the first Lot in a block to an Owner or by the Architectural Review Board thereafter. This easement shall in no way affect any other recorded easements on said premises. This easement shall be limited to improvements as originally constructed.

Section 4. Developer's Easement to Correct Drainage. For a period of five years from the date of conveyance of the first Lot in a block, the Developer reserves a blanket easement and right on, over and under the ground within that block to maintain and to correct drainage of surface water in order to maintain reasonable standards of health, safety and appearance. Such right expressly includes the right to cut any trees, bushes or shrubbery, make any gradings of the soil, or to take any other similar action reasonably necessary, following which the Developer shall restore the affected property to its original condition as near as practicable. The Developer shall give reasonable notice of intent to take such action to all affected Owners, unless in the opinion of the Developer an emergency exists which precludes such notice.

Section 5. Easement for Construction Encroachments. Each Lot and the property included in the Common area shall be subject to an easement for encroachments created by construction, settling and overhangs, as designed or constructed by the Developer or authorized by the Developer to be constructed. A valid easement for said encroachments and for the maintenance of same, so long as it stands, shall and does exist. In the event a structure containing two or more Living Units is partially or totally destroyed, and then rebuilt, the Owners of the Living Units so affected agree that encroachments of parts of the adjacent Living Units or Common Areas due to construction shall be permitted and that a valid easement for said encroachment and the maintenance thereof shall exist.

#### ARTICLE XI

##### GENERAL PROVISIONS

Section 1. Duration. The covenants and restrictions of this Master Declaration shall run with and bind the land for a term of twenty (20) years from the date this Master Declaration is recorded, after which time they shall be automatically extended for successive periods of ten (10) years, unless at the expiration

of the twenty-year term or of any ten-year extension period the covenants and restrictions are expressly terminated by an instrument signed by the Class C member (if such membership be in existence) and by not less than seventy-five percent (75%) of the Class A members. A termination must be recorded. Prior to recordation of a termination, approval of such termination shall be obtained from holders of First Mortgages secured by lots.

Section 2. Amendment. This Declaration may be amended by an instrument signed by the Class C member and by not less than seventy-five percent (75%) of the Class A members. Any amendment must be recorded. An amendment that changes the ratio of assessments against Owners shall require the prior written approval of Holders of First Lien Mortgages Secured by Lots.

Section 3. Enforcement. The Association, any Owner, or the Developer, shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Master Declaration and any Supplementary Declarations. Failure to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

Section 4. Severability. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no wise affect any other provisions which shall remain in full force and effect.

Section 5. Limitations. As long as there is a Class C membership, the Association may not use its resources nor take a public position in opposition to the General Plan of Development or to changes thereto proposed by the Developer. Nothing in this section shall be construed to limit the rights of the members acting as individuals.

Section 6. Condemnation. In the event of the condemnation of all or any portion of the Properties, the Owner or Owners, in the event of any Lots affected thereby, or the Association, in the event of the Common Area shall notify their respective Holders of First Mortgages Secured by such Lots of such event prior to acceptance of any award in order to allow any such mortgagees to join in any condemnation proceeding. Failure to make adequate notification shall not be deemed a waiver of any rights of any Holders of First Lien Mortgages Secured by Lots to participate in the condemnation proceeds.

Section 7. Notice to Holders of First Mortgages. In addition to other notice requirements as provided herein to Holders of First Mortgages Secured by Lots, notice to such mortgagees shall be made in writing by the Association prior to effectuation of the following events: termination, abandonment or amendment of the covenants and restrictions of this Master Declaration or termination by the Association of professional management and its assumption of self-management. The Association shall also give notice to such Mortgagees of any member defaulting in the payment of any assessment provided for herein.

Section 8. FNMA Approval. The following actions shall require the prior approval of the Federal National Mortgage Association: Annexation of additional properties, dedication of the Common Area, termination of the covenants and restrictions and amendment of this Master Declaration.



Section 9. Headings. The Headings used in this Master Declaration have been inserted for administrative convenience only and do not constitute matter to be construed in interpretation and construction.

The undersigned CONTINENTAL NATIONAL BANK OF FORT WORTH, TEXAS, acting herein by and through its duly authorized officers, being a lienholder on the herein described property, joins in this Master Declaration of Covenants and Restrictions for the purpose of giving and showing their consent thereto and their agreement to be bound thereby.

J. ALAN DAVIS, INC.

By: J. Alan Davis  
J. ALAN DAVIS, PRESIDENT

CONTINENTAL NATIONAL BANK OF FORT WORTH

ATTEST:  
George E. Ferguson

By: Francis M. Dowell  
By: \_\_\_\_\_

STATE OF TEXAS \*

COUNTY OF TARRANT \*

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day personally appeared J. ALAN DAVIS, known to me to be the person and officer whose names is subscribed to the foregoing instrument and acknowledged to me that the same was the act of said J. ALAN DAVIS, INC. and that he executed the same as the act of such corporation for the purposes and consideration therein expressed, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this 1st day of NOVEMBER, 1976.

Samuel C. Hunt  
NOTARY PUBLIC IN AND FOR TARRANT COUNTY, TEXAS

STATE OF TEXAS \*  
COUNTY OF TARRANT \*

BEFORE ME, the undersigned authority, on this day personally appeared FRANCIS M. DOWELL, known to me to be the person and officer whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for CONTINENTAL NATIONAL BANK OF FORT WORTH, TEXAS for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 2 day of Nov., 1976.

Samuel C. Hunt  
NOTARY PUBLIC, TARRANT COUNTY TEXAS

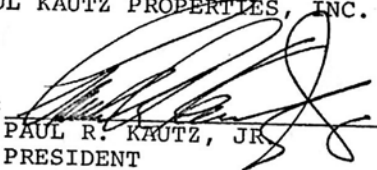
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RATIFICATION OF THE MASTER DECLARATION  
OF COVENANTS AND RESTRICTIONS OF WINDEMERE,  
AN ADDITION TO THE CITY OF ARLINGTON, TARRANT COUNTY, TEXAS

WHEREAS, PAUL KAUTZ PROPERTIES, INC. is an owner of record on WINDEMERE, an Addition to the City of Arlington, Texas, and described in that certain subdivision map entitled "Final Plat, Windemere", recorded with the County Clerk of Tarrant County, Texas, in Volume 388-108 at Page 92, Plat Records, Tarrant County, Texas; and said PAUL KAUTZ PROPERTIES, INC. joins in and ratifies the Master Declaration of Covenants and Restrictions of Windemere, executed by J. ALAN DAVIS, INC., on the 1st day of NOVEMBER, 1976, and recorded in Volume 6120 at Page 213 of the Deed Records of Tarrant County, Texas, for the purpose of showing its approval of the Master Declaration of Covenants and Restrictions of Windemere and its agreement to be bound thereby.

EXECUTED the 1st day of NOVEMBER, 1976.

PAUL KAUTZ PROPERTIES, INC. *Paul K*  
By:   
PAUL R. KAUTZ, JR.  
PRESIDENT

STATE OF TEXAS \*

COUNTY OF TARRANT \*

BEFORE ME, the undersigned authority, on this day personally appeared PAUL R. KAUTZ, JR., president of PAUL KAUTZ PROPERTIES, INC., known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed same as the act and deed of said corporation, for the purposes and considerations therein expressed, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 1st day of NOVEMBER, 1976.



  
NOTARY PUBLIC, TARRANT COUNTY  
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RATIFICATION OF THE MASTER DECLARATION  
OF COVENANTS AND RESTRICTIONS OF WINDEMERE,  
AN ADDITION TO THE CITY OF ARLINGTON, TARRANT COUNTY, TEXAS

WHEREAS, CARY O. ANDERSON is a lienholder of record on WINDEMERE, an Addition to the City of Arlington, Texas, and described in that certain subdivision map entitled "Final Plat, Windemere", recorded with the County Clerk of Tarrant County, Texas, in Volume 388-108 at Page 92, Plat Records, Tarrant County, Texas; and said CARY O. ANDERSON joins in and ratifies the Master Declaration of Covenants and Restrictions of Windemere, executed by J. ALAN DAVIS, INC., on the 1st day of NOVEMBER, 1976, and recorded in Volume 6120 at Page 213 of the Deed Records of Tarrant County, Texas, for the purpose of showing his approval of the Master Declaration of Covenants and Restrictions of Windemere and his agreement to be bound thereby.

EXECUTED the 1st day of NOVEMBER, 1976.

Cary O. Anderson Public  
CARY O. ANDERSON

STATE OF TEXAS \*  
COUNTY OF TARRANT \*

BEFORE ME, the undersigned authority, on this day personally appeared CARY O. ANDERSON, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and considerations therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 2nd day of November, 1976.



Carolyn Cavins  
NOTARY PUBLIC IN AND FOR  
COUNTY OF TARRANT, TEXAS

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**Office of the Secretary of State**

**CERTIFICATE OF FILING  
OF**

**WINDEMERE HOMEOWNERS ASSOCIATION, INC.  
35541801**

The undersigned, as Secretary of State of Texas, hereby certifies that a Certificate of Amendment for the above named entity has been received in this office and has been found to conform to the applicable provisions of law.

ACCORDINGLY, the undersigned, as Secretary of State, and by virtue of the authority vested in the secretary by law, hereby issues this certificate evidencing filing effective on the date shown below.

Dated: 10/15/2010

Effective: 10/15/2010



A handwritten signature in black ink, appearing to read "Hope Andrade".

Hope Andrade  
Secretary of State

All matters previously requiring votes by former, specific membership classes [ whether singly, or together with other, former membership classes ], shall henceforth be determined by vote of the new, single class of Corporation Members. All previously required voting percentages shall be unaffected by this amendment.

Members shall have such rights, and be subject to such duties, obligations, restrictions, or limitations as may be set forth from time to time in the Master Declaration, and the Corporation Bylaws.

Members shall vote for Corporation Directors, in accordance with the Corporation Bylaws.

Amendments to these Articles of Incorporation shall require the vote of three-fourth (3/4) of the Members.

Voting rights of Members on special or other matters shall be subject to such other qualifications, terms, and limitations as may be set forth in the Master Declaration and the Bylaws. Voting on all matters submitted to a vote of the Members shall require the percentage specified in these Articles of Incorporation, the Corporation Bylaws, or the Master Declaration. If no percentage is specified, then a majority vote of the Members present or voting at a meeting at which a quorum is present shall be sufficient. Members shall have such other rights, and be subject to such other duties, obligations, restrictions, or limitations as are set forth in the Corporation Bylaws and Master Declaration.

#### **Statement of Approval**

5. These amendments to the Articles of Incorporation have been approved in the manner required by the Code, and by the governing documents of the entity. These amendments were approved by voting Members at the annual meeting of the Corporation on September 28, 2009, in accordance with section 22.164 of the Code.

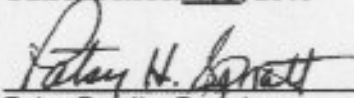
#### **Effectiveness of Filing**

6. This document becomes effective upon filing with the Texas Secretary of State.

#### **Execution**

7. The undersigned sign this document subject to the penalties imposed by law for the submission of a materially false or fraudulent instrument and certify under penalty of perjury that each of the undersigned is authorized under the provisions of law governing the entity to execute this filing instrument.

Dated: October 12, 2010



\_\_\_\_\_  
Patsy Spratt - Secretary  
Windemere Homeowners Association, Inc.

**CERTIFICATE OF AMENDMENT  
TO THE ARTICLES OF INCORPORATION  
WINDEMERE HOMEOWNERS ASSOCIATION, INC.**

FILED  
In the Office of the  
Secretary of State of Texas  
OCT 15 2010  
Corporations Section

Pursuant to the provisions of the Texas Business Organizations Code ( the "Code" ), the undersigned Non Profit Corporation adopts the following Certificate of Amendment to its Articles of Incorporation.

Entity Information

1. The name of the filing entity is: Windemere Homeowners Association, Inc., formerly known as Fountain Gates Homeowners Association, Inc.
2. The file number assigned to the filing entity by the Secretary of State is: 35541801.
3. The date of formation of the entity is: February 3, 1975.

Amendments – Altered Provisions

4. This amendment alters all of Article VI. of the original Articles of Incorporation filed February 3, 1975, and any conflicting provision that may be contained in the Articles of Amendment filed September 7, 1978.

The identification or reference of the altered provision and the full text of the provision as amended are as follows:

ARTICLE VI.  
*Membership and Voting Rights*

*The Corporation shall have only 1 class of Members. A Corporation Member must be the record owner of fee simple title to a Lot within the Property affected by the Master Declaration, which Property is now known as the Windemere Residential Community.*

*Upon the sale, transfer, assignment or other disposition of all interests of a person or entity in a Lot subject to the Master Declaration, such person's or entity's membership in the Corporation shall automatically cease, without any action being required by the Corporation, its Board of Directors, or other Members. Membership may also be terminated by the Board of Directors or Members as provided in the Master Declaration or Corporation Bylaws.*

*There shall be 1 vote for each Lot owned. If more than 1 person or entity owns a Lot, then such joint owners shall file a written appointment with the Corporation, naming the individual who shall cast the vote for that Lot in accordance with the provisions of the Master Declaration and Bylaws of the Corporation.*

*No Member will be allowed to vote at any meeting or upon any matter unless such Member shall then be in good standing, and shall not have his membership suspended or terminated in accordance with the provisions of the Master Declaration or the Corporation Bylaws.*