



**NOTICE OF FILING OF DEDICATORY INSTRUMENTS
FOR
SHEPHERD’S GLEN HOMEOWNERS ASSOCIATION, INC
PURSUANT TO SECTION 202.006 OF THE TEXAS PROPERTY CODE**

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

THIS NOTICE OF FILING OF DEDICATORY INSTRUMENTS FOR SHEPHERD’S GLEN PURSUANT TO SECTION 202.006 OF THE TEXAS PROPERTY CODE (this “Notice”) is made this 16 day of March, 2016, by Shepherds Glen Homeowners Association, Inc. (the “Association”).

WITNESSETH:

WHEREAS, Shepherds Glen Land Company, Inc., a Texas limited partnership (“Declarant”) prepared and recorded an instrument entitled “Declaration of Restrictive Covenants” on or about February 20, 1978, as Document No. 19780000013665 at Volume 132, Page 311 *et seq.* of the Deed Records of Rockwall County, Texas (the “Declaration”); and

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

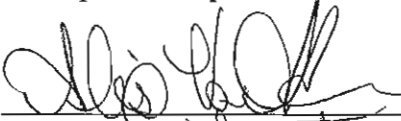
WHEREAS, Section 202.006 of the Texas Property Code provides that a property owners association must file each dedicatory instrument governing the association that has not been previously recorded in the real property records of the county in which the development is located; and

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

NOW, THEREFORE, the dedicatory instruments attached hereto as *Exhibit “A”* are true and correct copies of the originals and are hereby filed of record in the Real Property Records of Rockwall 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 of Filing of Dedicatory Instruments for Shepherd’s Glen to be executed by its duly authorized agent as of the date first above written.

**SHEPHERDS GLEN HOMEOWNERS ASSOCIATION,
a Texas non-profit corporation**

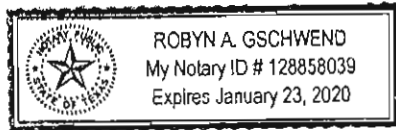
By: 
Its: President

ACKNOWLEDGMENT

STATE OF TEXAS §
 §
COUNTY OF ROCKWALL §

BEFORE ME, the undersigned authority, on this day personally appeared Alexis VanKerhove, President of Shepherds Glen Homeowners Association, 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 16th day of March, 2016.




Notary Public, State of Texas

1-23-2020
My Commission Expires

Exhibit "A"

Dedicatory Instruments

- A-1 Document Retention Policy
- A-2 Document Inspection and Copying Policy
- A-3 Alternative Payment Plan Policy
- A-4 Rescission of Collection Policies
- A-5 Email Registration Policy
- A-6 Solar Energy Device Guidelines
- A-7 Rainwater Collection Device Guidelines
- A-8 Roofing Materials Guidelines
- A-9 Flag Display Guidelines
- A-10 Religious Item Display Guidelines
- A-11 Bylaws of Shepherds Glen Homeowners Association
- A-12 Articles of Incorporation of Shepherd's Glen Association

SHEPHERDS GLEN HOMEOWNERS ASSOCIATION

DOCUMENT RETENTION POLICY

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

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

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

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

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

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

5. Definitions. The definitions contained in the governing documents of Shepherds Glen Homeowners Association are hereby incorporated herein by reference.

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

This is to certify that the foregoing resolution was adopted by the Board of Directors at a meeting of same on 16 March 2016, and has not been modified, rescinded or revoked.

DATE: 3-16-16



President

EXHIBIT A – RECORD RETENTION SCHEDULE

A. GOVERNING DOCUMENTS

All copies of governing documents including but not limited to the Declaration of Covenants, Conditions, and Restrictions for Shepherds Glen (the “Declaration”), the Bylaws of Shepherds Glen Homeowners Association (the “Bylaws”), the Articles of Incorporation of Shepherds Glen Homeowners Association (the “Articles”), Design Guidelines, any rules, regulations or resolutions of the Board of Directors, and any amendments and supplements thereto

Permanently

B. FINANCIAL RECORDS

Financial records, including each year’s budget, tax returns, audits of the Association’s financial books and records, copies of all bills paid by the Association or to be paid, the Association’s checkbooks and check registers

7 years

C. RECORDS OF OWNERS’ ACCOUNTS

Owners’ account records, including assessment account ledgers, architectural review records, violation records, records of fines and any disputes from the owner

5 years

D. CONTRACTS

Copies of the final, executed contracts with a term of 1 year or more entered into by the Association (and any related correspondence, including any proposal that resulted in the contract and all other supportive documentation)

4 years after expiration or termination

E. MEETING MINUTES

Minutes of Annual and Special Meetings of the Members, minutes of Board meetings, and minutes of committee meetings (if any)

7 years

SHEPHERDS GLEN HOMEOWNERS ASSOCIATION

DOCUMENT INSPECTION AND COPYING POLICY

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

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

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

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

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

4. Requests for Inspection or Copying. The Requesting Party seeking to inspect or copy the Association's books and records must submit a written request via certified mail to the Association at the mailing address of the Association or its managing agent as reflected on the Association's current management certificate. This address is subject to change upon notice to the owners, but the Association's current mailing address as of the adoption of this policy is:

Shepherds Glen Homeowners Association
c/o 4Sight Neighborhood Management
4760 Preston Road, Suite 244 – PMB 238
Frisco, Texas 75034

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

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

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

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

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

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

(a) Copy charges.

(1) Standard paper copy. The charge for standard paper copies reproduced by means of an office machine copier or a computer printer is \$0.10 per

page or part of a page. Each side that contains recorded information is considered a page.

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

- (A) Diskette--\$ 1.00;
- (B) Magnetic tape--actual cost
- (C) Data cartridge--actual cost;
- (D) Tape cartridge--actual cost;
- (E) Rewritable CD (CD-RW)--\$ 1.00;
- (F) Non-rewritable CD (CD-R)--\$ 1.00;
- (G) Digital video disc (DVD)--\$ 3.00;
- (H) JAZ drive--actual cost;
- (I) Other electronic media--actual cost;
- (J) VHS video cassette--\$ 2.50;
- (K) Audio cassette--\$ 1.00;
- (L) Oversize paper copy (e.g.: 11 inches by 17 inches, greenbar, bluebar, not including maps and photographs using specialty paper)--\$0.50;
- (M) Specialty paper (e.g.: Mylar, blueprint, blueline, map, photographic)--actual cost.

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

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

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

(3) If the charge for providing a copy of information includes costs of labor, the Requesting Party may require that the Association provide a written statement as to the amount of time that was required to produce and provide the copy, signed by an officer of the Association. A charge may not be imposed for providing the written statement to the requestor.

(c) Overhead charge.

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

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

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

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

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

9. Definitions. The definitions contained in the Declaration of Restrictive Covenants for Shepherds Glen and the Bylaws of Shepherds Glen Homeowners Association are hereby incorporated herein by reference.

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

This is to certify that the foregoing resolution was adopted by the Board of Directors at a meeting of same on 11e March 2016, and has not been modified, rescinded or revoked.

DATE: 3-16-16



President

SHEPHERD'S GLEN HOMEOWNERS ASSOCIATION

ALTERNATIVE PAYMENT PLAN POLICY

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

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

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

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

- a) The owner must currently be delinquent in the payment of regular assessments, special assessments, or any other amounts owed to the Association;
- b) The Owner must not have defaulted on a prior payment plan within the prior two year period; and
- c) The Owner must submit a signed payment plan as defined below, along with the Owner's initial payment to the address designated by the Association for correspondence.

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

- a) Requirements of Payment Plan Request. Within 30 days of the date of the initial letter which informs the owner of the availability of a payment plan, an owner must submit a signed acceptance of the payment plan schedule described below to the Association's management company.

- b) Term. The term of the payment plan or schedule is _____ months and the Owner must make an initial payment of _____ percent (%) of the total amount owed and remaining payments in equal monthly installments.
- c) Date of Partial Payments under Plan. The Owner must submit the first monthly installment payment under the plan contemporaneously with submission of the Owner's payment plan agreement which must be signed by the Owner. The Owner must make all additional monthly installments under the payment plan so that the payments are received by the Association no later than the first (1st) day of each month. The Owner may pay off, in full, the balance under the payment plan at any time. All payments must be received by the Association at the Association's designated mailing address or lock box for all payments. Payments may be made through auto draft bill payment, in check or certified funds, or by credit card (to the extent the Association is set up to receive payment by credit card).
- d) Correspondence. Any correspondence to the Association regarding the amount owed, the payment plan, or such similar correspondence must be sent to the address designated by the Association for correspondence. Such correspondence shall not be included with an Owner's payment.
- e) Amounts Coming Due During Plan. Owners are responsible for remaining current on all assessments and other charges coming due during the duration of the Owner's payment plan and must, therefore, timely submit payment to the Association for any amounts coming due during the duration of the Owner's payment plan.
- f) Additional Charges. An Owner's balance owed to the Association shall not accrue late fees or other monetary penalties (except interest) while such Owner is in compliance with a payment plan under the Association's alternate payment plan schedule. Owners in a payment plan are responsible for reasonable costs associated with administering the plan, and for interest on the unpaid balance, calculated at the highest rate allowed by the governing documents or by law. The costs of administering the plan and interest shall be included in calculating the total amount owed under the payment plan and will be included in the payment obligation. The costs of administering the payment plan may include a reasonable charge for preparation and creation of the plan, as well as a monthly monitoring fee of no less than \$5.00 per month.
- g) Other Payment Arrangements. At the discretion of the Board of Directors, and only for good cause demonstrated by an owner, the Association may accept payment arrangements offered by owners which are different from the above-cited guidelines, provided that the term of payments is no less than three (3) months nor larger than eighteen (18) months. The Association's acceptance of payment arrangements that are different from the approved payment plan

schedule/guidelines hereunder shall not be construed as a waiver of these guidelines nor authorize an owner to be granted a payment plan which differs from the one herein provided.

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

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

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

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

IT IS FURTHER RESOLVED that this Alternate Payment Plan Policy is effective on March 16th, 2016, to remain in force and effect until revoked, modified or amended.

This is to certify that the foregoing resolution was adopted by the Board of Directors at a meeting of same on 16 March 2016, and has not been modified, rescinded or revoked.

DATE: 3-16-16



President

SHEPHERD'S GLEN HOMEOWNERS ASSOCIATION

RESCISSION OF COLLECTION POLICIES

WHEREAS, the Texas Legislature passed House Bill 1228 which amends Chapter 209 of the Texas Property Code by adding Sections 209.0092 and 209.0063 effective January 1, 2012; and

WHEREAS, effective January 1, 2012, Section 209.0092 changes the collection procedure for property owners associations by requiring associations to utilize an expedited judicial process in order to foreclose their assessment liens; and

WHEREAS, effective January 1, 2012, Section 209.0063 establishes a statutory priority of payments schedule for payments received by a property owners association from an owner.

NOW, THEREFORE, IT IS RESOLVED, in order to comply with the policies and procedures set forth by Chapter 209 of the Texas Residential Property Owners Protection Act, as of March 16, 2016, the Board of Directors of Shepherd's Glen Homeowners Association (the "Association") repeals any and all existing collection policies and application of payments policies and replaces them with the procedures set forth in Sections 209.0092 and 209.0063 of the Texas Property Code. Effective March 16, 2016, all collection actions and application of payments will conform to Chapter 209 of the Texas Property Code.

IT IS FURTHER RESOLVED that this Rescission of Collection Policies is effective on January 1, 2012, to remain in force and effect until revoked, modified or amended.

This is to certify that the foregoing resolution was adopted by the Board of Directors at a meeting of same on 16 March 2016, and has not been modified, rescinded or revoked.

DATE: 3-16-16


President

SHEPHERDS GLEN HOMEOWNERS ASSOCIATION

EMAIL REGISTRATION POLICY

WHEREAS, pursuant to Section 209.0051(e) of the Texas Property Code, the Board of Directors of Shepherds Glen Homeowners Association (the "Association") is permitted to send notice of Board meetings to the members via e-mail to each owner who has registered an e-mail address with the Association; and

WHEREAS, pursuant to Section 209.0051(f) of the Texas Property Code, it is an owner's duty to keep an updated e-mail address registered with the Association.

NOW, THEREFORE, IT IS RESOLVED, the following procedures and practices are established for the registration of e-mail addresses with the Association, and the same are to be known as the "Email Registration Policy" of the Association.

1. Purpose. The purpose of this Email Registration Policy is to ensure that each owner receives proper notice of regular and special Board meetings of the Association pursuant to Section 209.0051(e) of the Texas Property Code. This Email Registration Policy is also intended to provide the Association with a method to verify the identity of owners who cast electronic ballots in elections via e-mail.

2. Registration. Each owner is responsible to register his or her e-mail address with the Association if he/she desires to receive email notifications of meetings, and it is the owner's responsibility to keep his or her registered e-mail address up-to-date and accurate. An owner may register his or her e-mail address by submitting a request to register or change his or her e-mail address to the Association's property manager via e-mail, mail, or facsimile. Alternatively, the Association may allow an owner to register his or her e-mail address through a form on the Association's website, if any. Please allow seven (7) business days from submission of an e-mail address for the Association to update its records. Please note, correspondence to the Association and/or its property manager from an email address for any other purpose other than an express statement to register an email address is not sufficient to register such email address with the Association.

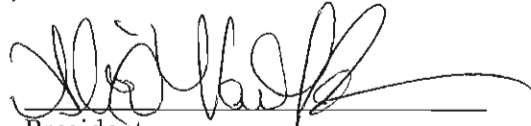
3. Failure to Register. In the event an owner fails to register an accurate e-mail address with the Association, the owner may not receive e-mail notification of regular and special Board meetings. Also, the Association may use an owner's registered e-mail address for purposes of verifying the owner's identity for electronic voting. If an owner fails to register an e-mail address with the Association or submits an electronic ballot from an e-mail address other than the e-mail address registered with the Association, such owner's electronic ballot may not be counted. The Association has no obligation to actively seek out a current e-mail address for each owner. In addition, the Association has no obligation to investigate or obtain an updated e-mail address for owners whose current registered e-mail address is returning an e-mail delivery failure message/ undeliverable message.

4. Definitions. The definitions contained in the Association's dedicatory instruments are hereby incorporated herein by reference.

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

This is to certify that the foregoing resolution was adopted by the Board of Directors at a meeting of same on 16 March 2016, and has not been modified, rescinded or revoked.

DATE: 3-16-16



President

SHEPHERD'S GLEN HOMEOWNERS ASSOCIATION

SOLAR ENERGY DEVICE GUIDELINES

WHEREAS, the Texas Legislature passed House Bill 362 which amends Chapter 202 of the Texas Property Code by adding Section 202.010 which precludes associations from adopting or enforcing a complete prohibition on solar energy devices; and

WHEREAS, pursuant to Section 202.010 of the Texas Property Code, the Board of Directors of Shepherd's Glen Homeowners Association (the "Association") is permitted to adopt certain limitations on solar energy devices; and

NOW, THEREFORE, IT IS RESOLVED, in order to comply with Section 202.010 of the Texas Property Code, the Board of Directors hereby repeals any and all prior restrictions on solar energy devices contained in any governing document of the Association which are inconsistent with the new law, and adopts the following guidelines to govern solar energy devices.

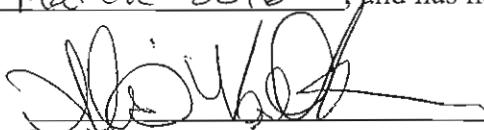
- A. An owner may not install a solar energy device that:
 - 1. as adjudicated by a court:
 - a. threatens the public health or safety; or
 - b. violates a law;
 - 2. is located on property owned or maintained by the Association;
 - 3. is located on property owned in common by the members of the Association;
 - 4. is located in an area on the owner's property other than:
 - a. on the roof of the home or of another structure allowed under a dedicatory instrument; or
 - b. in a fenced yard or patio owned and maintained by the owner;
 - 5. if mounted on the roof of the home:
 - a. extends higher than or beyond the roofline;
 - b. is located in an area other than an area designated by the Association, unless the alternate location increases the estimated annual energy production of the device, as determined by using a publicly available modeling tool provided by the National Renewable Energy Laboratory, by more than ten percent (10%) above the energy production of the device if located in an area designated by the Association;
 - c. does not conform to the slope of the roof and has a top edge that is not parallel to the roofline; or
 - d. has a frame, a support bracket, or visible piping or wiring that is not in a silver, bronze, or black tone commonly available in the marketplace;

6. if located in a fenced yard or patio, is taller than the fence line;
 7. as installed, voids material warranties; or
 8. was installed without prior approval by the Association or by a committee created in a dedicatory instrument for such purposes that provides decisions within a reasonable period or within a period specified in the dedicatory instrument.
- B. The definitions contained in the Association's dedicatory instruments are hereby incorporated herein by reference.

IT IS FURTHER RESOLVED that these Solar Energy Device Guidelines are effective upon adoption hereof, to remain in force and effect until revoked, modified or amended.

This is to certify that the foregoing resolution was adopted by the Board of Directors at a meeting of same on 16 March 2016, and has not been modified, rescinded or revoked.

DATE: 3-16-16



President

SHEPHERD'S GLEN HOMEOWNERS ASSOCIATION
RAINWATER COLLECTION DEVICE GUIDELINES

WHEREAS, the Texas Legislature passed House Bill 3391 which amends Section 202.007(d) of the Texas Property Code which precludes associations from adopting or enforcing certain prohibitions or restrictions on rain barrels and rainwater harvesting systems; and

WHEREAS, pursuant to Section 202.007(d) of the Texas Property Code, the Board of Directors of Shepherd's Glen Homeowners Association (the "Association") is permitted to adopt specific limitations on rain barrels and rainwater harvesting systems; and

WHEREAS, Article 2, Section 2.2(i) of the Declaration of Covenants, Conditions and Restrictions for Shepherd's Glen contains restrictions on private water systems which are inconsistent with Section 202.007(d).

NOW, THEREFORE, IT IS RESOLVED, in order to comply with Section 202.007(d) of the Texas Property Code, the Board of Directors of Association adopts the following guidelines for rain barrels and rainwater harvesting systems.

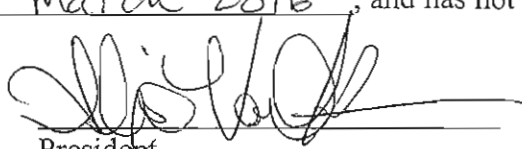
- A. An owner may not install a rain barrel or rainwater harvesting system if:
 - 1. such device is to be installed in or on property:
 - (a) owned by the Association;
 - (b) owned in common by the members of the Association; or
 - (c) located between the front of the owner's home and an adjoining or adjacent street; or
 - 2. the barrel or system:
 - (a) is of a color other than a color consistent with the color scheme of the owner's home; or
 - (b) displays any language or other content that is not typically displayed by such a barrel or system as it is manufactured.
- B. The Association may regulate the size, type, and shielding of, and the materials used in the construction of, a rain barrel, rainwater harvesting device, or other appurtenance that is located on the side of a house or at any other location that is visible from a street, another lot, or a common area if:
 - 1. the restriction does not prohibit the economic installation of the device or appurtenance on the owner's property; and
 - 2. there is a reasonably sufficient area on the owner's property in which to install the device or appurtenance.

- C. In order to enforce these regulations, an owner must receive written approval from the Board or the architectural control or review committee (if one exists) prior to installing any rain barrel or rainwater harvesting system. Accordingly, prior to installation, an owner must submit plans and specifications to and receive the written approval of the Board or architectural control/review committee. The plans and specifications must show the proposed location, color, material, shielding devices, size and type of such system or device (and all parts thereof). The plans should also identify whether the device or any part thereof will be visible from any street, other lot or common area.
- D. The definitions contained in the Association's dedicatory instruments are hereby incorporated herein by reference.
- E. In the event of any conflict between the new law cited above and any restrictions contained in any governing document of the Association, including design guidelines, policies and the Declaration, the new law and this Rainwater Collection Device Policy control.

IT IS FURTHER RESOLVED that these Rainwater Collection Device Guidelines are effective upon adoption hereof, to remain in force and effect until revoked, modified or amended.

This is to certify that the foregoing resolution was adopted by the Board of Directors at a meeting of same on 16 March 2016, and has not been modified, rescinded or revoked.

DATE: 3-16-16



President

SHEPHERD'S GLEN HOMEOWNERS ASSOCIATION

ROOFING MATERIALS GUIDELINES

WHEREAS, the Texas Legislature passed House Bill 362 which amends Chapter 202 of the Texas Property Code by adding Section 202.011 which precludes associations from adopting or enforcing a prohibition or restriction on certain roofing materials; and

WHEREAS, pursuant to Section 202.011 of the Texas Property Code, the Board of Directors of Shepherd's Glen Homeowners Association (the "Association") is permitted to adopt specific limitations on certain roofing materials.

WHEREAS, Article 3, Section 3.4 of the Declaration of Covenants, Conditions and Restrictions for Shepherd's Glen contains restrictions related to roofing materials which are inconsistent with 202.011 of the Texas Property Code.

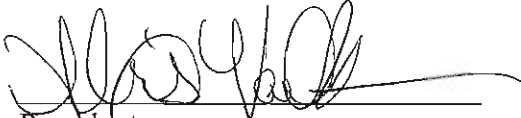
NOW, THEREFORE, IT IS RESOLVED, in order to comply with Section 202.011 of the Texas Property Code, the Board of Directors of Association adopts the following guidelines for certain roofing materials.

- A. The Association shall not prohibit an owner who is otherwise authorized to install shingles on the roof of the owner's property from installing shingles that:
 1. are designed to:
 - (a) be wind and hail resistant;
 - (b) provide heating and cooling efficiencies greater than those provided by customary composite shingles;
 - (c) provide solar generation capabilities; and
 2. when installed:
 - (a) resemble the shingles used or otherwise authorized for use on property in the subdivision;
 - (b) are more durable than and are of equal or superior quality to the shingles described by subsection (a) above; and
 - (c) match the aesthetics of the property surrounding the owner's property.
- B. The definitions contained in the Association's dedicatory instruments are hereby incorporated herein by reference.
- C. In the event of any conflict between these provisions and any roofing material restrictions contained in any governing document of the Association, including design guidelines, policies and the Declaration, this Roofing Materials Policy controls.

IT IS FURTHER RESOLVED that these Roofing Materials Guidelines are effective upon adoption hereof, to remain in force and effect until revoked, modified or amended.

This is to certify that the foregoing resolution was adopted by the Board of Directors at a meeting of same on 16 March 2016, and has not been modified, rescinded or revoked.

DATE: 3-16-16



President

SHEPHERDS GLEN HOMEOWNERS ASSOCIATION

FLAG DISPLAY GUIDELINES

WHEREAS, the Texas Legislature passed House Bill 2779 which amends Chapter 202 of the Texas Property Code by adding Section 202.011 which precludes associations from adopting or enforcing a prohibition or restriction on certain flag displays; and

WHEREAS, pursuant to Section 202.011 of the Texas Property Code, Shepherds Glen Homeowners Association (the "Association") is permitted to adopt specific limitations on certain flag displays.

NOW, THEREFORE, IT IS RESOLVED, in order to comply with Section 202.011 of the Texas Property Code, the Board of Directors of Association adopts the following guidelines for flag displays.

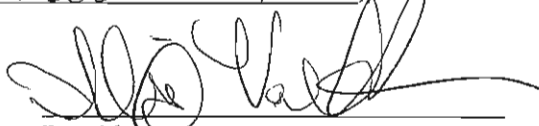
- A. An owner or resident may display:
 - 1. the flag of the United States of America;
 - 2. the flag of the State of Texas; or
 - 3. an official or replica flag of any branch of the United States armed forces.
- B. An owner may only display a flag in A. above if such display meets the following criteria:
 - 1. a flag of the United States must be displayed in accordance with 4 U.S. C. Sections 5-10;
 - 2. a flag of the State of Texas must be displayed in accordance with Chapter 3100 of the Texas Government Code;
 - 3. a flagpole attached to a dwelling or a freestanding 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;
 - 4. the display of a flag or the location and construction of the supporting flagpole must comply with applicable zoning ordinances, easements and setbacks of record;
 - 5. a displayed flag and the flagpole on which it is flown must be maintained in good condition and any deteriorated flag or deteriorated or structurally unsafe flagpole must be repaired, replaced or removed;
- C. The Association hereby adopts the following additional restrictions on the display of flags on an owner's lot:
 - 1. an owner may not install a flagpole which is greater than twenty feet (20') in height;
 - 2. an owner may not install more than one flagpole on the owner's property;

3. any flag displayed must not be greater than 3' x 5' in size;
 4. an owner may not install lights to illuminate a displayed flag which, due to their size, location or intensity, constitute a nuisance;
 5. an owner may not locate a displayed flag or flagpole on property that is:
 - (a) owned or maintained by the Association; or
 - (b) owned in common by the members of the Association.
- D. Prior to erecting or installing a flag and/or flag pole, an owner must first submit plans and specifications to and receive the written approval of the Board or architectural control/review committee. The plans and specifications must show the proposed location, material, size and type of such flag and flagpole (and all parts thereof, including any lights to illuminate a displayed flag).
- E. The definitions contained in the Association's dedicatory instruments are hereby incorporated herein by reference.

IT IS FURTHER RESOLVED that these Flag Display Guidelines are effective upon adoption hereof, to remain in force and effect until revoked, modified or amended.

This is to certify that the foregoing resolution was adopted by the Board of Directors at a meeting of same on 16 March 2016, and has not been modified, rescinded or revoked.

DATE: 3-16-16



President

SHEPHERD'S GLEN HOMEOWNERS ASSOCIATION

RELIGIOUS ITEM DISPLAY GUIDELINES

WHEREAS, the Texas Legislature passed House Bill 1278 which amends Chapter 202 of the Texas Property Code by adding Section 202.018 which precludes associations from adopting or enforcing a restrictive covenant which governs an owner's or resident's right to display or affix on the entry to 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; and

WHEREAS, pursuant to Section 202.018(b) of the Texas Property Code, the Board of Directors of Shepherd's Glen Homeowners Association (the "Association") is permitted to adopt certain limitations on the display of religious items.

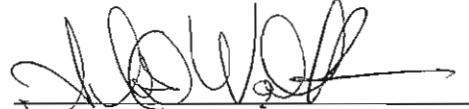
NOW, THEREFORE, IT IS RESOLVED, in order to comply with Section 202.018 of the Texas Property Code, the Board of Directors of Association adopts the following guidelines to govern the display of religious symbols.

- A. An owner or resident may not display or affix a religious item on the entry to the owner or resident's dwelling which:
 - 1. threatens the public health or safety;
 - 2. violates a law;
 - 3. contains language, graphics, or any display that is patently offensive to a passerby;
 - 4. is in a location other than the entry door or door frame or extends past the outer edge of the door frame of the owner's or resident's dwelling; or
 - 5. individually or in combination with each other religious item displayed or affixed on the entry door or door frame has a total size of greater than 25 square inches;
- B. The definitions contained in the Association's dedicatory instruments are hereby incorporated herein by reference.
- C. In the event of any conflict between Section 202.018(b) of the Texas Property Code and any restrictions contained in any governing document of the Association, including design guidelines, policies and the Declaration, Section 202.018(b) and this Religious Item Display Policy controls.

IT IS FURTHER RESOLVED that these Religious Item Display Guidelines are effective upon adoption hereof, to remain in force and effect until revoked, modified or amended.

This is to certify that the foregoing resolution was adopted by the Board of Directors at a meeting of same on 16 March 2016, and has not been modified, rescinded or revoked.

DATE: 3-16-16



President

BYLAWS
OF
SHEPHERDS GLEN HOMEOWNERS ASSOCIATION, INC.
A NON-PROFIT CORPORATION

The name of this non-profit corporation shall be SHEPHERDS GLEN HOMEOWNERS ASSOCIATION, INC. (the "Association").

ARTICLE I.

PURPOSE AND PARTIES

1. The purpose for which the Association is formed is to govern the facilities known as Shepherds Glen (the "Development"), situated in the County of Rockwall, State of Texas, which property is described in that certain Declaration of Restrictive Covenants ("Declaration"), recorded in the Deed Records of Rockwall County, Texas. All definitions and terms contained in said Declaration shall apply hereto and are incorporated herein by reference.

2. All present or future Owners, tenants, future tenants of any Lot, or any other person who might use in any manner the facilities of the Development, are subject to the provisions and any regulations set forth in these Bylaws. The acquisition, lease or rental of any Residence on a lot or the act of occupancy of a Residence will signify that these Bylaws are accepted, approved, ratified, and will be complied with.

ARTICLE II.

MEMBERSHIP, VOTING MAJORITY
OF OWNERS, QUORUM, PROXIES

1. Members and Membership Address Notification. Each person or entity who is an Owner of a fee simple title to any Lot which is subject to covenants of Record applicable to the property, including Contract Sellers, shall be a member of the Association. The foregoing does not include persons or entities who hold an interest merely as security for the performance of an obligation. No Owner shall have more than one (1) membership. Membership shall be appurtenant to and may not be separated from any ownership of any Lot. Transfer of ownership, either voluntarily or by operation of law, shall terminate such Owner's membership in the Association, and membership shall be vested in the transferee; provided, however, that no such transfer shall relieve or release such Owner from any personal obligation with respect to any liability or obligation incurred under or in any way connected with this Association during the period of such ownership or membership in the Association.

For purposes of notification, each member shall be responsible for advising the Association in writing of his correct current mailing address.

2. Voting Rights. All Owners of a fee or undivided fee interest in any Lot shall be Members of the Association. Members shall be entitled to one (1) vote for each Lot owned. When more than one (1) person holds an interest in any Lot, all such persons shall be Members. The vote for such Lot shall be exercised as they among themselves determine, but in no event shall more than one (1) vote be cast with respect to any Lot.

Notwithstanding anything contained herein to the contrary, a member otherwise eligible to a vote shall be entitled to vote only when such member is a Member in Good Standing as defined by the By-laws of the Association or policies set by the Board of Directors.

3. Member in Good Standing. A member of the Association shall be considered to be a member in good standing and eligible to vote if such member:

(a) Has, not less than seven (7) days prior to the taking of any vote by the Association, fully paid all assessments or other charges, if any, levied by the Association against such member's property and then due and payable, as such assessments or charges are provided for in the Declaration; and

(b) Has discharged any and all other obligations to the Association as may be required of its members hereunder or under the Declaration.

The Board of Directors of the Association (the "Board" or the "Directors") shall have sole responsibility and authority for determining the good standing status of any member at any time and may make such determination with respect to all members prior to a vote being taken by the Association on any matter. The Board shall have the right and authority, in its sole discretion, to waive (i) the seven (7) days' prior payment requirement established herein (provided the Board requires that such payment be made prior to the time such vote is taken) or (ii) any requirement imposed under subsection (b) above, provided the Board shall determine, in its own judgment, that extenuating circumstances exist. Any member not conforming with the provisions of this Article shall be declared by the Board not to be a member in good standing unless the provision violated can be and is specifically waived by the Board in writing prior to any particular vote being taken, and shall be disqualified from voting on all matters before the Association until such time as said member attains good standing status and same is so declared by the Board.

4. Majority of Owners. As used in these Bylaws, the term "majority of Owners" shall mean those voting Owners holding fifty-one percent (51%) of the voting interests in the Association.

5. Quorum. Except as otherwise provided in these Bylaws, the presence in person or by proxy of the Owners owning twenty (20%) of the voting interests but not less than 15 members in the Association shall constitute a quorum. In the event a quorum is not present, then a meeting may be called within two (2) to four (4) weeks with notice of such meeting sent by

mail or hand delivered at least one week prior to such meeting, at which meeting the number of Owners represented in person or by proxy shall be sufficient to constitute a quorum. An affirmative vote of a majority vote of the Owners of Lots present, either in person or by proxy, shall be required to transact the business of the meeting, unless the business is one upon which by express provision of any statute, the Articles of Incorporation, or the Declaration, a different vote is required, in which case such express provision shall govern and control the decision of such business. The members present at a duly organized meeting may continue to transact business until adjournment, notwithstanding the withdrawal of enough members to leave less than a quorum.

6. Proxies. Votes may be cast in person or by written proxy. No proxy shall be valid after eleven (11) months from the date of its execution unless specifically provided in the proxy. All proxies must be filed with the Secretary or Assistant Secretary of the Association before the appointed time of each meeting.

ARTICLE III.

ADMINISTRATION

1. Association Responsibilities. The Owners will constitute the Association which will have the responsibility of administering the Association through a Board of Directors.

2. Place of Meeting. Meetings of the Association shall be held at such suitable place, convenient to the Owners, as the Board of Directors may determine.

3. Annual Meetings. The annual meetings of the Association shall be held in each year on a date selected by the Board of Directors. At such meeting there shall be elected by ballot of the Owners a Board of Directors in accordance with the requirements of Paragraph 5 of Article IV of these Bylaws. Other business of the Association as may properly come before the Owners may be transacted at this meeting.

4. Special Meetings. It shall be the duty of the President to call a special meeting of the Owners as directed by resolution of the Board of Directors or upon a petition signed by a majority of Owners and having been presented to the Secretary or Assistant Secretary of the Association. The notice of any special meeting shall state the time and place of such meeting. Any such meeting shall be held within thirty (30) days after receipt by the President of such resolution or petition. Matters transacted at all special meetings shall be confined to the items stated in the notice of such meeting.

5. Notice of Meetings. It shall be the duty of the Secretary or Assistant Secretary of the Association to provide a notice of each annual or special meeting, stating the time and place it is to be held, and in the case of a special meeting, the purpose or purposes for which the meeting is called, to each Owner of record, at least ten (10) days, but not more than thirty (30) days prior to such meeting. The mailing or delivery of a notice in the manner provided in this paragraph shall be considered notice served.

6. Order of Business. The order of business at annual meetings and so far as practicable at other meetings of the Owners shall be as follows:

- (a) Roll call and certifying proxies;
- (b) Proof of notice of meeting or waiver of notice;
- (c) Reading and disposal of unapproved minutes;
- (d) Reports of officers;
- (e) Reports of committees;
- (f) Election of directors;
- (g) Unfinished business;
- (h) New business; and
- (i) Adjournment.

*maximum of 9 persons,
per amendment by
Bd of Directors,
June 1, 2005.
J*

ARTICLE IV.

BOARD OF DIRECTORS

1. Number and Qualification. Until the first meeting of the Association, the affairs of this Association shall be governed by a Board of Directors consisting of not less than four (4) and not more than seven (7) persons named in the Articles of Incorporation of the Association. Thereafter, there shall be elected not less than four (4) nor more than seven (7), as determined by a majority of the Quorum, to the Board of Directors who shall govern the affairs of this Association until their successors have been duly elected and qualified.

2. Powers and Duties. The Board of Directors shall have the powers and duties necessary for the administration of the affairs of the Association and for the operation and maintenance of each common area in keeping with the character and quality of the neighborhood in which it is located. The Board of Directors may do all such acts and things except those prohibited by these Bylaws.

3. Other Powers and Duties. Such powers and duties of the Board of Directors shall include, but shall not be limited to, the following, all of which shall be done for and on behalf of the Owners of the Lots:

(a) To administer and enforce the covenants, conditions, restrictions, easements, uses, limitations, obligations and all other provisions set forth in the Declaration of Restrictive Covenants, the Bylaws of the Association and supplements and amendments thereto.

(b) To establish, make and enforce compliance with such reasonable Rules and Regulations as may be necessary for the operations, use and occupancy of the Association with the right to amend same from time to time. A copy of such Rules and Regulations shall be delivered or mailed to each Owner promptly upon the adoption thereof.

(c) To acquire, construct, manage, maintain and keep in good order, condition and repair each of the Common Elements.

(d) To prepare a Common Expense budget for the Association, at least annually; to determine the amount of common charges payable by the Owners to meet the Common Expenses and to allocate and assess such amounts owing by the Owners according to a Board Declaration and these Bylaws; by a majority vote of the Board to decrease or increase the amount of the Assessments; to levy and collect special Assessments whenever, in the opinion of the Board, it is necessary to do so in order to meet increased operating or maintenance expenses or costs, or additional capital expenses, or because of emergencies.

(e) To enter into contracts within the scope of their duties and powers.

(f) To establish a bank account or accounts for the common treasury and for all separate funds which are required or may be deemed advisable by the Board of Directors.

(g) To keep and maintain full and accurate books and records showing all of the receipts, expenses of disbursements and to permit examination thereof at any reasonable time by each of the Owners.

(h) To prepare and deliver annually to each Owner a statement summarizing receipts, expenses and disbursements since the last such statement.

(i) To meet at least once each quarter; provided that any Board of Directors meeting may be attended and conducted by telephone or other device which permits all of the Directors in attendance to participate in such meeting, and provided further that any action required to be taken at any meeting of the Board of Directors, or any action which may be taken at such meeting, 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 of the Board.

(j) To designate the personnel necessary for the maintenance and operation of the Common Elements.

(k) In general, to carry on the administration of this Association and to do all of those things necessary and reasonable in order to carry out the governing and the operation of the Association.

(l) To prepare and file annual tax returns with the federal government, as required, and to make such elections as may be necessary to reduce or eliminate the tax liability of the Association.

4. No Waiver of Rights. The omission or failure of the Association or any Owner to enforce the covenants, conditions, restrictions, easements, uses, limitations, obligations or other

provision of a Board Declaration, the Bylaws or the Rules and Regulations and/or Deed Restrictions attached adopted pursuant thereto, shall not constitute or be deemed a waiver, modification or release thereof, and the Board of Directors shall have the right to enforce the same thereafter.

5. Election and Term of Office. At each annual meeting the Association shall elect the designated number of Directors. The term of office of each Director shall be one year. The Directors shall hold office until the successors have been elected and hold their first meeting, except as is otherwise provided.

6. Vacancies. Vacancies on the Board of Directors shall be filled by vote of the majority of the remaining Directors, even though they may constitute less than a quorum; and each person so elected shall be a Director until a successor is elected at the next annual meeting of the Association.

7. Removal of Directors. At any regular or special meeting of the Owners, any one or more of the directors may be removed with or without cause by a majority of the Members in good standing, and a successor may then be elected by the Board of Directors as provided in the preceding Paragraph 6 to fill the vacancy thus created. Any Director whose removal has been proposed by the Owners shall be given an opportunity to be heard at the meeting.

8. Regular Meetings. Regular meetings of the Board of Directors may be held without notice at such time and place as shall be determined, from time to time, by the Directors.

9. Special Meetings. Special meetings of the Board of Directors may be called by the President on three (3) days' notice to each Director, given personally or by mail, telephone or email, which notice shall state the time and place (as hereinabove provided) of the meeting. Special meetings of the Board of Directors shall be called by the President or Secretary or Assistant Secretary of the Association in like manner and on like notice on the written request of one or more Directors.

10. Waiver of Notice. Before or after any meeting of the Board of Directors requiring notice, any Director may, in writing, waive notice of such meeting and such waiver shall be deemed equivalent to the giving of such notice. Attendance by a Director at any meeting of the Board shall be waiver of notice by him of the time and place thereof, except where a Director 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. If all the Directors are present at any meeting of the Board, no notice shall be required and any business may be transacted at such meeting.

11. Board of Directors' Quorum. At all meetings of the Board of Directors, a majority of the directors shall constitute a quorum for the transaction of business.

12. Compensation. No member of the Board of Directors shall receive any compensation for acting as such.

ARTICLE V.

OFFICERS

1. Designation. The officers of the Association shall be a President, one or more Vice Presidents, a Secretary, and a Treasurer all of whom shall be elected by the Board of Directors, and such assistant officers as the Board of Directors shall, from time to time, elect. Such officers need not be members of the Board of Directors, but each shall be either a Member in good standing or, if the Member in good standing is a firm, partnership, corporation, association or other legal entity, the authorized representative of such entity. The office of President and Treasurer may be held by the same person, and the office of Vice President and Secretary or Assistant Secretary may be held by the same person.

2. Election of Officers and Term of Office. The officers of the Association shall be elected annually by the Board of Directors at the organizational meeting of each new Board and shall hold office for a term of one (1) year.

3. Resignation and Removal of Officers. Upon an affirmative vote of a majority of the members of the Board of Directors, any officer may be removed, either with or without cause, and his successor elected at any regular meeting of the Board of Directors, or at any special meeting of 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.

4. Vacancies. A vacancy in any office because of the death, resignation, removal, disqualification or otherwise of the officer previously filling such office may be filled by appointment by the Board. The Officer appointed to such vacancy shall serve for the remainder of the term of the officer he replaces.

5. President. The President shall be the chief executive officer of the Association. He shall preside at all meetings of the Association and of the Board of Directors. He shall have all of the general powers and duties which are usually vested in the office of president of an association, including, but not limited to, the power to appoint committees from among the Owners from time to time as he may in his discretion decide is appropriate to assist in the conduct of the affairs of the Association or as may be established by the Board or by the Members of the Association at any regular or special meetings.

6. Vice President. Each Vice President shall have such power and duties as may be assigned him by the Board. The Vice President shall have all the powers and authority and perform all the functions and duties of the President, in the absence of the President, or in the event the President is unable for any reason to exercise such powers and functions or perform such duties, and also perform any duties he is directed to perform by the President.

7. Secretary. The Secretary shall record the votes and keep all the minutes of the meetings of the Board of Directors and of all the meetings for the Association; keep the corporate seal of the Association, if any, and affix it on all papers requiring said seal; serve notice of meetings in conformity with these Bylaws; the Secretary shall have charge of such books and papers as the Board of Directors may direct; and the Secretary shall, in general, perform all the duties incident to the office of Secretary and as is provided in the Declaration and the Bylaws.

The Secretary shall compile and keep up to date a complete list of Members and their last known addresses as shown on the records of the Association. Such list shall also show opposite each Member's name and the number or other appropriate designation of the Lot owned by such Member. Such list shall be open to inspection by Members and other persons lawfully entitled to inspect the same at reasonable times during regular business hours.

8. Treasurer. The Treasurer shall have responsibility for Association funds and shall be responsible for keeping full and accurate accounts of all receipts and disbursements in books belonging to the Association. The Treasurer shall provide written financial statements of these accounts at least annually or as required by the President or Board of Directors. The Treasurer shall be responsible for the collection of dues and other assessments, and for the deposit of all monies and other valuable effects in the name and to the credit of the Association in such depositories as may from time to time be designated by the Board of Directors. The Treasurer shall also be responsible for disbursing the Association's funds in accordance with these Bylaws and as authorized by the President or Board of Directors.

ARTICLE VI.

INDEMNIFICATION OF OFFICERS AND DIRECTORS

1. Indemnification. The Association shall indemnify any officer or Director thereof or any former officer or Director who was or is a party, or is threatened to be made a party, to any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative, or investigative (whether or not by or in the right of the Association) by reason of the fact that such person is or was a Director or officer of the Association, against expenses (including, but not limited to, attorneys' fees and cost of the proceeding), judgments, fines and amounts paid in settlement actually and reasonably incurred by him in connection with the defense of such action, suit or proceeding if such person acted in good faith and in a manner which such person reasonably believed to be in or not opposed to the best interests of the Association; provided, that with respect to: (1) any criminal action or proceeding, such person had no reasonable cause to believe that his conduct was unlawful; or (2) any civil claim, issue or matter, such person shall not be guilty of gross negligence or willful misconduct in the performance of his duties to the association. Termination of any action, suit, or proceeding by judgment, order, settlement, conviction, or upon a plea of *nolo contendere* or its equivalent, shall not, of itself, create a presumption that such person had reasonable cause to believe that his conduct was unlawful, that such person did not act in good faith or in a manner which he reasonably believed to be in or not opposed to the best interests of the Association, or that such

person is guilty of gross negligence or willful misconduct in the performance of his duties to the Association, all such matters being determined solely and exclusively for the purpose of indemnification as herein provided.

Indemnification under the preceding paragraph shall be made by the Association only as authorized in each specific case upon the determination that indemnification of such person is proper in the circumstances because he has met the applicable standards of conduct as set forth herein. Such determination shall be made (1) by the Board of Directors by a majority vote of a quorum consisting of Directors who were not parties to such action, suit or proceeding; or (2) if such a quorum is not obtainable by (a) independent legal counsel in a written opinion, or (b) the Members of the Association and no Member shall be disqualified from voting because he is or was party to any such action, suit or proceeding. Indemnification so determined may be paid, in part, before the termination of such action, suit or proceeding upon the receipt by the Association of an undertaking by or on behalf of the person claiming such indemnification to repay all sums so advanced if it is subsequently determined that he is not entitled thereto as provided in this Article.

Notwithstanding any other provision of these bylaws, reasonable expenses incurred by a Director or Officer who was, is or is threatened to be made a named defendant or respondent in a proceeding shall be paid or reimbursed by the Association in advance of the final disposition of the proceeding and without the determination specified in the preceding paragraph or the authorization or determination specified in preceding paragraph, after the Association receives a written affirmation by the Director or Officer of his or her good faith belief that he has met the standard of conduct necessary for indemnification under this Article and a written undertaking by or on behalf of the Director or Officer to repay the amount paid or reimbursed if it is ultimately determined that he has not met that standard or it is ultimately determined that indemnification of the Director or Officer against expenses incurred by him or her in connection with that proceeding is prohibited by these bylaws. A provision contained in the articles of incorporation, these bylaws, a resolution of the Directors, or an agreement that makes mandatory the payment or reimbursement permitted under this Section shall be deemed to constitute authorization of that payment or reimbursement.

To the extent that a Director or Officer of the Association has been successful on the merits or otherwise in the defense of any action, suit or proceeding, whether civil or criminal, such person shall be indemnified against such expenses (including costs and attorneys' fees) actually and reasonably incurred by him in connection therewith.

Indemnification provided herein shall not be exclusive of any and all other rights and claims to which those indemnified may be entitled as against the Association, and every Director, officer or employee thereof under any Bylaw, resolution, agreement or law. The indemnification provided herein shall inure to the benefit of the heirs, executors, administrators and successors of any person entitled thereto under the provision of this Article.

The Association may, but is not required to, purchase and maintain insurance on behalf of any person who is or was a Director, officer, employee or agent of the Association against any liability asserted against him and incurred by him in any such capacity, or arising out of his

status as such, whether or not the Association would have the power to indemnify him against such liability under the provision of this Article.

All liability, loss, damage, cost and expense incurred or suffered by the Association by reason or arising out of or in connection with the foregoing indemnification provisions shall be treated and handled by the Association as Common Expenses, provided, however, that nothing in this Article VII contained shall be deemed to obligate the Association to indemnify any Member or Owner who is or has been a director or officer of the Association with respect to any duties or obligations assumed or liability incurred by him under and by virtue of these Bylaws that were assumed or incurred outside of his conduct specifically related to the fulfillment of his duties as an officer or Director of the Association.

2. Other. The Board of Directors or Officers may enter into contracts or other commitments as agents for the Association, and they shall have no personal liability for any such contract or commitment, except such liability as may be ascribed to them in their capacity as Owners, and the liability of any Owner on such contract or commitment shall be limited to such proportionate share of the total liability thereof that the Common Interest of each Owner bears to the aggregate Common Interest of all of the Owners .

ARTICLE VII.

AMENDMENTS TO BYLAWS

1. Amendments to Bylaws. These Bylaws may be altered, amended or repealed and new Bylaws may be adopted by a majority of the whole Board of Directors present at any regular meeting, or at any special meeting of the Board of Directors.

2. Conflict. In the case of any conflict between the Articles of Incorporation 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 VIII

REGISTRATION OF MAILING ADDRESS AND DESIGNATION OF VOTING REPRESENTATIVE

1. Registration of Mailing Address. The Owner or several Owners of a Lot shall have one and the same registered mailing address to be used by the Association for mailing of financial statements, notices, demands and all other communications, and such registered address shall be the only mailing address of a person or persons to be used by the Association. Such registered address of an Owner or Owners shall be deemed to be the mailing address of the Lot owned by said Owner or Owners unless a different registered address is furnished by such Owner(s) to the Secretary within fifteen (15) days after transfer of title, or after a change of

address; and such registration shall be in written form and signed by all of the Owners of the Lot or by such persons as are authorized by law to represent the interest of (all of) the Owner(s) thereof.

2. Designation of Voting Representative -- Proxy. If title to a Lot by more than one individual or by a firm, corporation, partnership, association, or other legal entity, or any combination thereof, such Owners shall execute a proxy appointing and authorizing one individual or alternate individuals to attend all annual and special meetings of Members and to cast whatever vote the Owners themselves might collectively cast if they were personally present. Such proxy shall be effective and remain in force unless voluntarily revoked, amended or sooner terminated by operation of law; provided, however, that no proxy shall be valid after eleven (11) months from the date of execution unless specifically provided therein. Also, within thirty (30) days after such revocation, amendment or termination, the Owners shall reappoint and authorize one individual or alternate individuals to attend all annual and special meetings as provided by this Paragraph 2 of Article VIII.

ARTICLE IX.

OBLIGATIONS OF THE OWNERS

1. Voluntary Assessments.

The Declaration of Restrictive Covenants as currently recorded does not provide for the mandatory assessment or levy of charges against Lots in the Subdivision or Members in the Association. Notwithstanding anything contained herein to the contrary, to the extent that these By-laws provide for or contemplate the levy, charge or collection of assessments, whether annual, monthly, special or otherwise, such provisions shall not be read as implementing a mandatory charge against Lots or Owners, but rather, shall apply to and be enforced only to the extent of the voluntary and enforceable consent of the Owner to be charged thereby.

2. Assessments.

(a) Annual Assessments. Assessments shall be due annually in advance on May 1 or such other date set by the Board. After annual Assessments have been set by the Board of Directors, the Board of Directors may prepare and deliver or mail to each Owner an individual statement of the Owner's Assessment.

The Assessments made for Common Expenses shall be based upon the cash requirements deemed to be such aggregate sum as the Board of Directors of the Association determines is required to provide for the payment of all estimated annual expenses.

(b) Special Assessments. In addition to those annual Assessments described in Paragraph 1(a) of this Article IX, special Assessments may be recommended from time to time by the Board of Directors of the Association to meet other needs or to construct or

establish facilities deemed of benefit to the Association and the neighborhood. However, there shall be no special Assessments for additions, alterations or improvements of or to the Common Elements without the prior approval of the majority of the Members in good standing. Such limitations shall not be applicable, however, to special Assessments for the improvement, replacement, repair, maintenance or restoration of any Common Elements, which are to be paid for by the Association pursuant to the Declaration and these Bylaws.

Assessments shall be levied on a Lot beginning and effective the day the owner becomes a member as provided herein, regardless of whether such owner or member intends to build or occupy same. Assessments shall continue on a Lot thereafter notwithstanding any subsequent abandonment of the Residence by the Owner or occupant thereof.

3. General.

(a) Each Owner shall comply with the provisions of the recorded Declaration, Deed Restrictions and these Bylaws and all amendments thereto.

(b) Each Owner shall always endeavor to observe and promote the cooperative purposes for the accomplishment of which this Association was declared.

4. Use of Common Elements. Unless otherwise restricted, each Owner may use the Common Elements in accordance with the purpose for which they were intended without hindering or encroaching upon the lawful rights of the other Owners.

ARTICLE X.

COMMITTEES

1. Designation. The President or Board of Directors may, but shall not be required to, appoint committees, and it may designate and appoint members to the committees.

2. Executive Committee. The executive committee shall consist of at least three (3) persons appointed by the Board of Directors from the members of the Board. One Member of the committee shall be the President. The executive committee shall supervise the affairs of the Association and shall regulate its internal economy, approve expenditures and commitments, act and carry out the established policies of the Association and report to the Directors at each meeting of the Board.

ARTICLE XI.

NON-PROFIT ASSOCIATION

This Association is not organized for profit. No Member, member of the Board of Directors, officer or person from whom the Association may receive any property or funds or shall be lawfully entitled to receive any pecuniary profit from the operation thereof, and in no event shall any part of the funds or assets of the Association be paid as salary or compensation to, or distributed to, or inure to the benefit of any member of the Board of Directors, officer or Member; provided, however, always (1) that compensation may be paid to any Member, Director or officer for services rendered in effecting one or more of the purposes of the Association or for services performed as an outside contractor, and (2) that any Member, Director or officer may, from time to time, be reimbursed for his actual and reasonable expenses incurred in connection with the administration of the affairs of the Association.

ARTICLE XII.

EXECUTION OF DOCUMENTS

The persons who shall be authorized to execute any and all written contracts, documents, instruments or conveyance or encumbrances, including promissory notes, shall be two, one of each of the President or any Vice President, and the Secretary or Treasurer of the Association.

ARTICLE XIII.

CONFLICTING OR INVALID PROVISIONS

Notwithstanding anything contained herein to the contrary, should all or part of any Article of these Bylaws be in conflict with the provisions of the Texas Non-Profit Corporation Act, such Act shall control; and should any part of these Bylaws be invalid or inoperative for any reason, the remaining parts, so far as is possible and is reasonable, shall be valid and operative.

ARTICLE XIV.

NOTICES

All notices to Members of the Association required by these Bylaws shall be given by delivering the same to each Owner in person or by depositing the notices in the U.S. Mail, postage prepaid, addressed to each Owner at the address last given by each Owner to the Secretary of the Association. If an Owner shall fail to give an address to the Secretary for mailing of such notices, all such notices shall be sent to the address of the Lot of such Owner,

and all Owners shall be deemed to have been given notice of the meetings upon the proper mailing of the notices to such addresses irrespective of the actual receipt of the notices by the Owners.

ARTICLE XV.

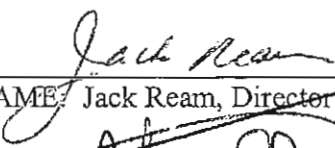
BOOKS, RECORDS AND MEETINGS

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

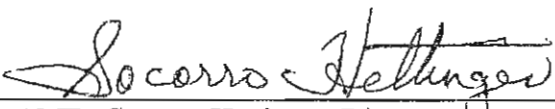
2. Open Meetings. Regular and special meetings of the Board shall be open to all members of the Association; provided, however, that Association Members who are not on the Board may not participate in any deliberation or discussion unless expressly authorized to do so by the vote of a majority of a quorum of the Board.

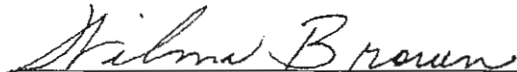
3. Executive Session. The Board may, with the approval of a majority of a quorum, adjourn a meeting and reconvene in executive session to discuss and vote on personnel matters, litigation in which the Association is or may become involved, and other business of a confidential nature. The nature of any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

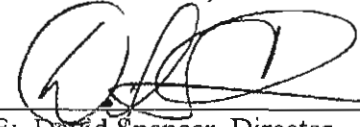
By our signatures hereto, the undersigned, being all of the initial Directors of the Association, hereby adopt the foregoing Bylaws for the Association as of the 19~~th~~ day of May, 2005.

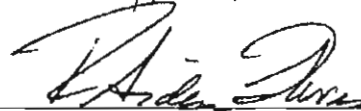

NAME: Jack Ream, Director


NAME: Alan Stone, Director


NAME: Socorro Hettinger, Director


NAME: Wilma Brown, Director


NAME: David Spencer, Director


NAME: Aidan Flores, Director


NAME: Sally Stone, Director

**ARTICLES OF INCORPORATION
OF
SHEPHERDS GLEN HOMEOWNERS ASSOCIATION, INC.**

I, the undersigned natural person over the age of 18, acting as incorporator, adopt the following Articles of Incorporation of SHEPHERDS GLEN HOMEOWNERS ASSOCIATION, INC.

**ARTICLE 1
NAME**

The name of the Corporation is SHEPHERDS GLEN HOMEOWNERS ASSOCIATION, INC.

**ARTICLE 2
NONPROFIT CORPORATION**

The Corporation is a nonprofit corporation. When it dissolves, all of its assets will be distributed to the State of Texas or an organization exempt from taxes under Internal Revenue Code Section 501(c)(3) for one or more purposes exempt under the Texas franchise tax.

**ARTICLE 3
DURATION**

The Corporation will continue in perpetuity.

**ARTICLE 4
PURPOSES**

The purposes of organizing the Corporation are to perform activities within the meaning of Internal Revenue Code Section 501(c)(4). The Corporation does not contemplate pecuniary gain or profit to the members thereof, and the general purposes for which it is formed are to provide for maintenance, preservation of natural beauty, views, aesthetic appeal and architectural control of residential lots, improvements and common areas, and to enforce deed restrictions and covenants to preserve for the benefit of all residents of the community the appearance of the property known as Shepherds Glen, an addition to the City of Heath, Texas, and more specifically defined by the plat designated A-293 as recorded in the Deed Records of Rockwall County, Texas, a copy of which is attached hereto and incorporated herein by reference as Exhibit A.

ARTICLE 5 POWERS

Except as these Articles otherwise provide, the Corporation has all the powers provided in the Texas Non-Profit Corporation Act. Moreover, the Corporation has all implied powers necessary and proper to carry out its express powers.

ARTICLE 6 RESTRICTIONS AND REQUIREMENTS

The Corporation may not pay dividends or other corporate income to its directors or officers, or otherwise accrue distributable profits, or permit the realization of private gain. The Corporation may not take any action prohibited by the Texas Non-Profit Corporation Act. The Corporation may not engage in any activities, except to an insubstantial degree, that do not further its purposes as set forth in these Articles.

The Corporation may not take any action that would be inconsistent with the requirements for a tax exemption under Internal Revenue Code Section 501(c)(4) and related regulations, rulings, and procedures. Nor may it take any action that would be inconsistent with the requirements for receiving tax-deductible contributions under the Internal Revenue Code and related regulations, rulings and procedures. Regardless of any other provision in these Articles of Incorporation or state law, the Corporation may not:

1. Engage in activities or use its assets in manners that do not further one or more exempt purposes, as set forth in these Articles and defined by Internal Revenue Code and related regulations, rulings, and procedures, except to an insubstantial degree.
2. Serve a private interest other than one clearly incidental to an overriding public interest.
3. Devote more than an insubstantial part of its activities to attempting to influence legislation by propaganda or otherwise, except as provided by the Internal Revenue Code and related regulations, rulings and procedures.
4. Participate in or intervene in any political campaign on behalf of or in opposition to any candidate for public office. The prohibited activities include publishing or distributing statements and any other direct or indirect campaign activities.
5. Have objectives characterizing it as an "action organization" as defined by the Internal Revenue Code and related regulations, rulings and procedures.

6. Distribute its assets on dissolution other than for one or more exempt purposes. On dissolution, the Corporation's assets will be distributed to the state government for a public purpose, or to an organization exempt from taxes under Internal Revenue Code Section 501(c)(4) to be used to accomplish the general purposes for which the Corporation was organized.

7. Permit any part of the Corporation's net earnings to inure to the benefit of any private shareholder or member of the Corporation or any private individual.

8. Carry on an unrelated trade or business, except as a secondary purpose related to the Corporation's primary, exempt purposes.

In addition, the Corporation shall make distributions at such times and in such manners as to avoid tax under the Internal Revenue Code. The Corporation may not:

1. Engage in any act of self-dealing as defined in the Internal Revenue Code.
2. Retain excess business holdings as defined in the Internal Revenue Code.
3. Make any investments that would subject it to the tax described in the Internal Revenue Code.
4. Make any taxable expenditure as defined in the Internal Revenue Code.

ARTICLE 7 MEMBERSHIP AND VOTING RIGHTS

1. Members and Membership Address Notification. Every person or entity who is an Owner of a fee simple title to any Lot which is subject to covenants of Record applicable to the property, including Contract Sellers, shall be a member of the Association. The foregoing does not include persons or entities who hold an interest merely as security for the performance of an obligation. Membership shall be appurtenant to and may not be separated from any ownership of any Lot. Transfer of ownership, either voluntarily or by operation of law, shall terminate such Owner's membership in the Association, and membership shall be vested in the transferee; provided, however, that no such transfer shall relieve or release such Owner from any personal obligation with respect to any liability or obligation incurred under or in any way connected with this Association during the period of such ownership or membership in the Association.

For purposes of notification each member shall be responsible for advising the Association in writing of his correct current mailing address.

2. Voting Rights. All Owners of a fee or undivided fee interest in any Lot shall be Members of the Association. Members shall be entitled to one (1) vote for each Lot owned. When more than one (1) person holds an interest in any Lot, all such persons shall be Members. The vote for such Lot shall be exercised as they among themselves determine, but in no event shall more than one (1) vote be cast with respect to any Lot.

Notwithstanding anything contained herein to the contrary, a member otherwise eligible to a vote shall be entitled to vote only when such member is a Member in Good Standing as defined by the Bylaws of the Association or policies set by the Board of Directors.

ARTICLE 8 INITIAL REGISTERED OFFICE AND AGENT

The street address of the Corporation's initial registered office is 207 Laurence Road, Heath, Texas 75032. The name of the initial registered agent at this office is Garon R. Horton.

ARTICLE 9 MANAGING BODY OF CORPORATION

The management of the corporation is vested in its Board of Directors and such committees of the board that the board may, from time to time, establish. The Board of Directors shall adopt the Bylaws of the corporation and may, upon notice as provided by law and/or the Bylaws, amend, modify or repeal the same. The Bylaws will provide the qualifications, manner of selection, duties, terms, and other matters relating to the Board of Directors.

The number of directors constituting the initial Board of Directors of the Corporation will consist of six (6) persons elected by the members, and the names and addresses of those currently who will serve are:

	<u>Name:</u>	<u>Address:</u>
1.	Wilma Brown	112 Shepherds Glen Rd. Heath, TX 75032
2.	Aidan Flores	9 Pintail Point Heath, TX 75032
3.	Brenda Maher	4 Pintail Point Heath, TX 75032

4. Jack Ream
11 Pintail Point
Heath, TX 75032
5. David Spencer
5 Bright Meadows Road
Heath, TX 75032
6. Alan Stone
10 Pintail Point
Heath, TX 75032

The number of directors may be increased or decreased by adopting or amending the Bylaws.

ARTICLE 10 LIMITATION ON LIABILITY OF DIRECTORS

Directors and officers are not liable to the Corporation for monetary damages for acts or omissions in the director's and/or officer's capacity as director and/or officer except as otherwise provided by a Texas statute.

ARTICLE 11 INDEMNIFICATION

The Corporation may indemnify a person who was, is, or is threatened to be made a named defendant or respondent in litigation or other proceedings because the person is or was a director, officer or other person related to the Corporation as provided by the provisions of the Texas Non-Profit Corporation Act governing indemnification.

As the Bylaws provide, the Board or Officers may define the requirements and limitations for the Corporation to indemnify directors and officers or others related to the Corporation.

ARTICLE 12 CONSTRUCTION

All references in these Articles to statutes, regulations or other sources of legal authority refer to the authorities cited, or their successors, as they may be amended from time to time.

**ARTICLE 13
INCORPORATORS**

The name and street address of incorporator is:

<u>Name of Incorporator</u>	<u>Address</u>
John L. Jones	104 Independence Place Rockwall, TX 75032

**ARTICLE 14
ACTION BY WRITTEN CONSENT**

Except as otherwise provided herein, action may be taken by use of signed written consents by the number of directors or committee members whose vote would be necessary to take action at a meeting at which all such persons entitled to vote were present and voted. Each written consent must bear the date of signature of each person signing it. A consent signed by fewer than all of the members, directors, or committee members is not effective to take the intended action unless consents, signed by the required number of persons, are delivered to the Corporation within 60 days after the date of the earliest-dated consent delivered to the Corporation. Delivery must be made by hand, or by certified or registered mail, return receipt requested. The delivery may be made to the Corporation's registered office, registered agent, principal place of business, transfer agent, registrar, exchange agent, or an officer or agent having custody of books in which the relevant proceedings are recorded. If delivery is made to the Corporation's principal place of business, the consent must be addressed to the president or principal executive officer.

The Corporation will give prompt notice of the action taken to persons who do not sign consents. If the action requires documents to be filed with the secretary of state, the filed documents will state that the written-consent procedures have been properly followed.

A telegram, telex, cablegram, or similar transmissions by a director or committee member, or photographic, facsimile, or similar reproduction of a signed writing is to be regarded as being signed by the director or committee member.

**ARTICLE 15
AMENDMENTS**

Any amendment of these Articles shall require the assent of two-thirds (2/3) of the Members.

**ARTICLE 16
ANNEXATION OF ADDITIONAL PROPERTIES**

Section 1. The Association may, at any time, annex additional residential properties and common areas to the Property described in Article 4, and so add to its membership under the provisions of Article 7, provided that any annexation must have the assent of two-thirds (2/3) of the Members.

**ARTICLE 17
MERGERS AND CONSOLIDATIONS**

To the extent permitted by law, the Association may participate in mergers and consolidations with other nonprofit corporations and/or associations organized for the same purposes, provided that a merger or consolidation must have the assent of two-thirds (2/3) of the Members.

**ARTICLE 18
AUTHORITY TO OWN AND MORTGAGE**

The Association may own and mortgage common areas only with the assent of two-thirds (2/3) of the Members.

**ARTICLE 19
AUTHORITY TO DEDICATE**

The Association will have power to dedicate, sell or transfer all or any part of any Common Area to any public agency, authority, or utility for the benefit of the Shepherds Glen. No such dedication or transfer by the Association shall be effective unless consistent with the purposes and subject to the conditions as agreed to in an instrument signed by members entitled to cast two-thirds (2/3) of the Members, agreeing to the dedication, sale or transfer.

**ARTICLE 20
LIABILITIES**

The highest amount of indebtedness or liability, direct or contingent, to which this association may be subject at any one time shall not exceed 150% of the Association's income for the previous fiscal year, provided that additional amounts may be authorized by a vote of two-thirds (2/3) of the Members.

**ARTICLE 21
DISSOLUTION**

The Association may be dissolved with the assent given in writing and signed by not less than two-thirds (2/3) of the Members. On dissolution of the Association, the assets, both real and personal of the Association, will be dedicated to an appropriate public agency to be devoted to purposes as nearly as practicable the same as those to which they were required to be devoted by the Association. In the event that the dedication is refused acceptance, such assets shall be granted, conveyed and assigned to any nonprofit corporation, association, trust or other organization to be devoted to purposes and uses that would most nearly reflect the purposes and uses to which they were required to be devoted by the Association.

**ARTICLE 22
MEETINGS FOR ACTIONS GOVERNED BY ARTICLES 15 THROUGH 21**

In order to take action under Articles 15 through 21, there must be a duly held meeting. In regard to a meeting required by this Article, written notice, stating the purpose of the meeting shall be given to all members not less than 10 days nor more than 30 days in advance of the meeting. The presence of members or of proxies entitled to cast seventy-five percent (75%) of the votes will constitute a quorum. If the required quorum is not achieved at any meeting, another meeting may be called, subject to the above notice requirement, and the required quorum at the subsequent meeting will be two-thirds (2/3) of the Members.

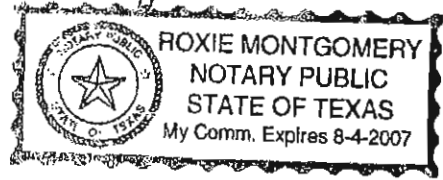
I execute these Articles of Incorporation on this 21st day of May, 2004.



John L. Jones, Incorporator

STATE OF TEXAS §
 §
COUNTY OF ROCKWALL §

SUBSCRIBED AND SWORN TO before me by the above named Affiant this 21st day of May, 2004, to certify which witness my hand and seal of office.





Notary Public, State of Texas

Filed and Recorded
Official Public Records
Shelli Miller, County Clerk
Rockwall County, Texas
03/24/2016 04:08:06 PM
\$226.00
2016000004555



Shelli Miller