

**DECLARATION OF COVENANTS
CONDITIONS AND RESTRICTIONS**

THIS DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
(this “**Declaration**”) is executed by Cedars Development, LLC (“**Declarant**”).

R E C I T A L S :

- A. Declarant is the fee owner of all of the Property (hereinafter defined).
- B. Declarant intends for the Property to be developed as a single-family residential subdivision with dwellings built to the multi-family standards of the City of Dallas.
- C. Declarant now desires to establish covenants, conditions and restrictions upon the Property and each and every Lot (hereinafter defined) contained therein, in order to establish a general plan for the development of the Property.
- D. Declarant desires to establish Common Areas (hereinafter defined) and easements on, over and across portions of the Property for the mutual benefit of all future Owners (hereinafter defined) of Lots, and portions thereof, within the Property.
- E. Declarant desires to create a homeowners association (i) to preserve, operate and maintain the Common Areas, (ii) to administer and enforce these covenants, conditions and restrictions, (iii) to collect and disburse funds pursuant to the assessments and charges created in this Declaration and (iv) to perform such other acts as shall generally benefit all of the Property hereinafter described.

NOW, THEREFORE, Declarant hereby covenants, agrees and declares that (a) the Property shall be held, sold, transferred and conveyed subject to the easements, covenants, conditions and restrictions set forth in this Declaration; and (b) these covenants, conditions, restrictions and easements shall run with the land in the Property and shall be binding on all parties having or acquiring any right, title or interest in the Property or any part thereof, and shall inure to the benefit of each Owner of all or a part of the Property.

ARTICLE I
DEFINITIONS

Capitalized terms used in this Declaration and not defined elsewhere herein shall have the meanings assigned to them in this Article I.

Section I.1 “**Assessment(s)**” shall mean Regular Assessments and Special Assessments as defined below:

(a) “**Regular Assessment(s)**” shall mean and refer to the amount assessed to and be paid by each Homeowner (defined below) to the Association for that Homeowner's portion of the Common Expenses.

(b) “**Special Assessment(s)**” shall mean (i) a charge against a particular Homeowner and such Homeowner's Lot, directly attributable to the Homeowner, equal to

the cost incurred by the Association for corrective action performed and attorneys' fees and other charges payable by such Homeowner pursuant to the provisions of this Declaration, or (ii) a charge against each Homeowner and such Homeowner's Lot equal to such Lot's portion of the cost to the Association for increased operating or maintenance expenses or costs or for installation, construction or reconstruction of any Common Areas or any capital improvement located thereon which the Association may from time to time authorize.

Section I.2 “**Association**” shall mean and refer to MIRAR HOMEOWNERS ASSOCIATION, INC., an incorporated or unincorporated not-for-profit corporation, its successors and assigns.

Section I.3 “**Board**” shall mean and refer to the Board of Directors of the Association.

Section I.4 “**Bylaws**” shall mean and refer to the Bylaws of the Association, as set forth in Exhibit “D”, as the same may from time to time be duly amended.

Section I.5 “**City**” shall mean the City of Dallas, Texas.

Section I.6 “**Common Areas**” shall mean and refer to those portions of the Property outside of the building structures and fenced areas located on a Lot, and shall include, without limitation, all roadways and sidewalks. The Common Areas are intended for the common use and enjoyment of all Owners, notwithstanding that portions of the Common Areas are within either a Lot owned by an Owner.

Section I.7 “**Common Expenses**” shall mean and include all sums lawfully assessed against the Common Areas by the Board; all expenses of administration and management, maintenance, operation, repair or replacement of and additions to the Common Areas; expenses declared to be common expenses by the Association or Property Manager, and expenses declared to be common expenses by the Declaration or the Bylaws.

Section I.8 “**Construction**” shall mean the commencement of foundation preparation work on any Lot.

Section I.9 “**Homeowner**” shall mean each Owner (i) with an existing building on its Lot or (ii) who has commenced Construction of a building on its Lot; provided, however, Declarant shall not be deemed a Homeowner regardless of whether it has a building constructed or being constructed on its Lot.

Section I.10 “**Lot**” shall mean and refer to each lot platted on the Property.

Section I.11 “**Member**” shall mean and refer to each person and entity who is a member of the Association as provided for in Section 2.2 hereof.

Section I.12 “**Owner**” shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title to a Lot, but not including those having an interest merely as security for the performance of an obligation.

Section I.13 “**Person**” shall mean an individual, firm, corporation, partnership, limited liability company, trust, joint venture, or other entity

Section I.14 “**Property**” shall mean and refer to that certain tract of land situated in Dallas County, Texas described in the attached Exhibit “A”.

Section I.15 “**Property Manager**” shall mean a Person, if any, appointed by Board to be responsible for the day-to-day management and maintenance of the Property and the administration of the Association.

Section I.16 “**Residence**” shall mean and refer to any single-family residence constructed upon a Lot.

ARTICLE II ASSOCIATION

Section II.1 The Association. The Association, acting through its Board, shall have the power to enforce the covenants, conditions and restrictions and all other terms contained in this Declaration, subject to the provisions of the Bylaws, and shall have all of the powers set forth in the Bylaws. Neither Declarant, Property Manager, the Association, nor the Board shall ever be under any obligation to enforce the covenants, conditions, restrictions and other terms of this Declaration, and any failure to so enforce shall never give rise to any liability whatsoever on the part of the Declarant, the Declarant's successors and assigns, Property Manager, the Association or the Board.

Section II.2 Membership. Every Owner shall be a member of the Association. Each Owner's membership in the Association shall be appurtenant to and may not be separated from ownership of the Owner's Lot. Any person or entity holding an interest in any portion of the Property merely as security for the performance of any obligation shall not be a member of the Association. Declarant shall be a member of the Association without regard to whether Declarant owns one or more specific Lots until the rights and authority granted to “Declarant” hereunder vest in the Association pursuant to Section 7.13 hereof.

Section II.3 Voting Rights. The Association shall have one or more classes of voting membership as further described in the Bylaws. All voting rights shall be subject to the provisions and restrictions set forth in the Bylaws. Upon written request by an Owner of a Lot, the Association shall furnish a true, complete and correct copy of the Bylaws certified by an officer of the Association to such Owner.

Section II.4 Board of Directors. The Association shall have a Board of Directors who shall have the powers and duties prescribed in the Bylaws. The Bylaws shall specify the procedure for election of the directors, as well as the terms to be served by the directors.

ARTICLE III ASSESSMENTS

Section III.1 Covenants for Assessments. Each Homeowner of any portion of the Property by acceptance of a deed therefore, whether or not it shall be so expressed in such

deed, covenants and agrees to pay to the Association Regular Assessments and Special Assessments, such Assessments to be established and collected as hereinafter provided. The Regular Assessments and Special Assessments, together with any interest, costs, and reasonable attorneys' fees provided for under this Declaration, shall be a charge on the land and shall be a continuing lien upon the Homeowner's Lot against which each such Assessment is made. Each such Assessment, together with any interest, costs, and reasonable attorneys' fees provided for under this Declaration, shall also be the personal obligation of the person who was the Homeowner of such Lot at the time the Assessment fell due. The personal obligation for delinquent Assessments shall not pass to such Homeowner's successors in title unless expressly assumed by such successor. For clarification, Declarant shall not be obligated to pay any Regular Assessments or Special Assessments.

Section III.2 Initial Regular Assessment. Pursuant to the terms of Section 3.9, the Regular Assessments shall initially be determined by Board, and shall be payable in advance on the first of each calendar quarter. If the date of commencement of Regular Assessments for a Homeowner pursuant to Section 3.5 below is other than the date set forth in the precedent sentence, the first Regular Assessment owing by such Homeowner, shall be prorated and paid to the Association on such date of commencement. The Regular Assessments may be adjusted as determined by the Board pursuant to the Bylaws and shall be payable as set forth herein or as otherwise prescribed by the Board.

Section III.3 Special Assessments. In addition to the Regular Assessments authorized above, the Association may levy at any time, in accordance with the Bylaws, a Special Assessment for the purpose of defraying, in whole or in part, (i) as to Homeowners generally, the costs of any construction, reconstruction, repair or replacement of a capital improvement on the Common Areas, including fixtures and personal property related thereto, (ii) as to the Homeowners generally, any increased operating or maintenance expenses or costs to the Association, as to a particular Homeowner, the costs incurred by the Association with respect to a particular Lot due to such Homeowner's lack of maintenance of the Lot or other lack of compliance with this Declaration or the Association's rules and regulations, including without limitation, grass and weed cutting, and (iv) as to a particular Homeowner, Common Expenses incurred by the Association in the judgment of the Board, as the result of the willful or negligent acts of the Homeowner or the Homeowner's family, guests or invitees.

Section III.4 Notice and Quorum Requirements. Written notice of any meeting called for the purpose of taking any action authorized in Section 3.2 and Section 3.3 shall be in accordance with the Bylaws of the Association.

Section III.5 Date of Commencement of Regular Assessments. The Regular Assessments provided for herein shall commence with respect to each Lot on the date construction commences on a Lot.

Section III.6 Exempt Property. Common Areas, Lots owned by Declarant, and all property dedicated to and accepted by the City or another governmental authority shall be exempt from the Assessments created herein.

Section III.7 Remedies of Association. Any Assessment not paid within thirty (30) days after the due date shall be delinquent and shall bear interest from the due date at the rate of ten percent (10%) per annum. Such Assessment and all interest and costs of collection, including reasonable attorneys' fees, shall be secured by a lien upon the Homeowner's Lot to

which such Assessment and costs relate, which lien (i) shall be superior to all other liens and charges against such property, except only for ad valorem tax liens and all sums unpaid on a mortgage lien or deed of trust lien of record, and (ii) shall be coupled with a power of sale in favor of the Association entitling the Association to exercise the right of non-judicial foreclosure sale and the other rights and remedies afforded under Chapter 209 of the Texas Property Code. It is expressly intended that by acceptance of a deed to a Lot within the Property, each Homeowner acknowledges that title is accepted subject to the Assessment lien provided for herein, which shall be deemed to be an express contractual lien and shall be superior to any defense of homestead or other exemption, the Assessment lien having been created prior to the creation or attachment of any homestead right with respect to any Lot. To evidence the Assessment lien, the Association may file a written notice of such lien in the Real Property Records of Dallas County, Texas, setting forth the amount of the unpaid indebtedness, the name of the Homeowner of the Lot covered by such lien and a description of the Lot. Subsequent to the recording of a notice of Assessment lien as provided above, the Association may bring an action at law against the Homeowner personally obligated to pay the same, and in addition, conduct a non-judicial foreclosure sale of the Homeowner's Lot under the Texas Property Code or judicially foreclose the lien against the Homeowner's Lot, all such remedies being cumulative. In any suit or proceeding against the Homeowner or the Homeowner's Lot, the Homeowner shall be required to pay and shall be liable for all costs, expenses and reasonable attorneys' fees incurred by the Association. No Homeowner may waive or otherwise escape liability for the Assessments provided for herein by non-use of the Common Areas or abandonment of the assessed Lot by the Homeowner.

Section III.8 Subordination of Lien to Mortgages. The lien securing the Assessments provided for herein on each Lot shall be subordinate to the lien of any mortgage or deed of trust of record now or hereinafter placed upon such Lot. Sale or transfer of any Lot shall not affect the Assessment lien. However, the sale or transfer of any Lot pursuant to a foreclosure of any mortgage or deed of trust lien of record shall extinguish the Assessment lien as to Assessments that became due prior to such sale or transfer. No sale or transfer by foreclosure or otherwise shall relieve such Lot from liability for any Assessments thereafter becoming due or from the lien securing such Assessments.

Section III.9 Duties of the Board. The Board shall fix the amount of the Regular Assessments from time to time, but no more frequently than once per calendar year. The Board may amend the due dates for the Regular Assessments at any time the amount of the Regular Assessments is fixed. The Board may levy a Special Assessment authorized by this Declaration at any time. The Board shall establish the due date for such Special Assessment at the time of levy. The Board shall prepare a roster of the Lots and Assessments applicable thereto which shall be kept in the office of the Association and shall be open to inspection by any Owner. Written notice of the Assessments shall thereupon be applicable to every Homeowner subject thereto. The Association shall, upon demand at any time, furnish to any Homeowner liable for said Assessments a certificate in writing signed by an officer of the Association setting forth whether said Assessments have been paid. Such certificate shall be conclusive evidence of payment of any Assessments therein stated to have been paid and shall be binding on the Association as of the date of its issuance.

Section III.10 Electronic Payment. The Board may require that Assessments be paid from automatic draft from a bank account identified by each applicable Owner.

Section III.11 Alternative Payment Policy. The Board has adopted an Alternative Payment Plan Policy, as set forth in Exhibit "E".

ARTICLE IV

CONSTRUCTION OF IMPROVEMENTS AND USE OF LOTS

Section IV.1 Platting. No re-plat of the Property or any portion thereof shall be filed with the City or recorded in the Real Property Records of Dallas County, Texas that has not first been approved by Declarant, with Declarant's approval shown in writing, signed by Declarant, on the face of the plat.

Section IV.2 Use. All Lots shall be used only for those uses permitted in the applicable City of Dallas zoning district imposed on the Property.

Section IV.3 Single-Family Use. Each Residence may be occupied by only one family consisting of persons related by blood, adoption or marriage or no more than four unrelated persons living and cooking together as a single housekeeping unit, together with any household servants. The use of a portion of a Residence as a creative or home office, in addition to the use of the Residence as a single-family residence, will not violate the use restrictions contained herein.

Section IV.4 Garage Required. Each Residence shall have a two-car garage conforming with then-applicable City zoning ordinances and codes, and the garage must conform in design and materials with the main structure of the Residence. No garage shall be converted to living space or used in any manner so as to preclude the parking of two automobiles therein, except for temporary usage as part of the sales facilities contained in any model homes constructed by Declarant, the Property Manager or a homebuilder.

Section IV.5 Uses Specifically Prohibited and Other Provisions.

(a) No temporary dwelling, shop, trailer or mobile home of any kind or any improvement of a temporary character shall be permitted on any Lot, except that Declarant, Property Manager or a builder or contractor may have temporary improvements (such as a sales office, parking lot and/or construction trailer) on a Lot during construction of a Residence on a Lot.

(b) No boat, trailer, marine craft, hovercraft, aircraft, recreational vehicle, pick-up camper, travel trailer, motor home, camper body or similar vehicle or equipment may be parked for storage in the rear approach to a garage, front yard of any dwelling or any Common Areas or parking areas maintained for visitors. No such vehicle or equipment shall be used as a residence or office temporarily or permanently. This restriction shall not apply to any vehicle, machinery or equipment temporarily parked and in use for the construction, maintenance or repair of a Residence in the immediate vicinity.

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

(d) No vehicles or similar equipment shall be parked or stored in an unimproved surface area visible from any street except that Declarant, Property Manager

or a builder or contractor may park or store such vehicles or equipment for purposes of construction of a Residence on a Lot.

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

(f) No oil drilling, oil development operation, oil refining, quarrying or mining operations of any kind shall be permitted on the surface of the Property. No oil wells, tanks, tunnels, mineral excavations or shafts shall be permitted upon or in any part of the Property. No derrick or other structure designed for use in quarrying or boring for oil, natural gas or other minerals shall be erected, maintained or permitted on the Property.

(g) No animals, livestock, fowl or poultry of any kind shall be raised, bred or kept on the Property, except that dogs, cats or other household pets may be kept for the purpose of providing companionship for the private family. Animals are not to be raised, bred or kept for commercial purposes or for food. It is the purpose of these provisions to restrict the use of the Property so that no persons shall quarter on any part of the Property cows, horses, bees, pigeons, hogs, sheep, goats, guinea fowls, ducks, chickens, turkeys, skunks or any other animals that may interfere with the quietude, health or safety of the community. No more than three pets will be permitted on each Lot. Pets must be restrained or confined to within the Residence. It is the pet owner's responsibility to keep the Lot clean and free of pet debris. All animals must be properly tagged for identification and vaccinated against rabies.

(h) No Lot or other area on the Property shall be used as a dumping ground for rubbish or a site for the accumulation of unsightly materials of any kind, including, but not limited to, broken or rusty equipment, disassembled or inoperative cars and discarded appliances and furniture. Trash, garbage or other waste shall not be kept except in sanitary containers. All equipment for the storage or other disposal of such material shall be kept in clean and sanitary condition. All containers and other facilities for trash disposal must be located and screened in a manner approved by the Board.

(i) No air-conditioning apparatus shall be installed on the ground in front of the Residence. No window air-conditioning apparatus or evaporative cooler shall be attached to any front wall or front window of a Residence or any other location where such would be visible from the street in front or to the side of the Residence, or any adjacent alley.

(j) Except with the written permission of the Board, no antennas, discs, or other equipment for receiving or sending sound or video messages shall be permitted on the Property except for antennas for AM or FM radio reception and UHF or VHF television reception. All antennas shall be located inside the main residential structure, except that one antenna may be permitted to be attached to the roof of the Residence (but only if the place of attachment is not visible from the street in front of the Residence and to extent above said roof a maximum of five feet), and one satellite dish or other similar instrument or structure may be placed on the roof of the Residence so long as any such

antenna or satellite dish or other instrument or structure is completely screened from view from any public street, unless otherwise approved in writing by the Board.

(k) No Lot or improvement shall be used primarily for business, professional, or commercial purposes or to any extent for manufacturing purposes of any kind. No noxious or offensive activity shall be undertaken on the Property, and nothing shall be done which is or may become an annoyance or nuisance to the neighborhood. Nothing in this subparagraph shall prohibit an Owner's use of a portion of a Residence as a creative or home office for the purpose of conducting quiet, inoffensive business activities (in addition to, not in lieu of, the residential use of a Residence) so long as the Residence continues to be used primarily for residential use and such activities do not materially increase the number of cars parked on the street or interfere with adjoining Owners' use and enjoyment of their Residence and yards.

(l) No fence, wall, hedge or shrub planting which obstructs sight lines shall be placed or permitted to remain on any corner Lot. No tree shall be permitted on any Lot.

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

(n) After initial grading by a contractor designated by Declarant or the Property Manager, the general grading, slope and drainage plan of a Lot may not be altered without (i) written permission of the Board and (ii) any approvals of the City and other appropriate agencies having authority to grant such approval which may be required.

(o) No sign, banner, flag or advertising structure of any kind shall be displayed to the public view on any Lot or from any Residence, except (i) one sign of not more than five square feet advertising the Lot for rent or sale; (ii) signs used by Declarant, the Property Manager or by a builder building homes within the Property to advertise the Property. The Board shall have the right to remove any sign, banner, flag, billboard or advertising structure that does not comply with the above, and in so doing shall not be subject to any liability for trespass or any other liability in connection with such removal.

(p) The drying of clothes in public within view from any street is prohibited.

(q) No burning of anything shall be permitted anywhere on the Property.

(r) All exterior mechanical equipment, including, but not limited to, HVAC equipment, shall be located on the roof of a Residence and shall be shielded from public view from any public Street.

(s) All front yards shall be kept in a tidy condition free of trash, clutter, animal debris and other debris. Any items kept in such front yards overnight, such as children's play sets, shall require the prior approval of the Board.

(t) Each Homeowner shall, and shall cause his guests to, comply with the rules of the development attached to this Declaration as Exhibit "C".

Section IV.6 Fences and Walls. Fences or walls erected by Declarant, the Property Manager or builders shall become the property of the Homeowner of the Lot on which the same are erected and shall be maintained and repaired by such Homeowner, in the event that the Association, at its election, does not maintain such fences or walls,. No portion of any such fence or wall may be modified in any way with respect to color, size or style, without approval of the Board.

Section IV.7 Landscaping. Each Homeowner shall landscape its Lot so that all yards visible from a public street shall be sod or groundcover with grass or groundcover from the Residence to the back of the street curb. All landscaping on the Lot initially installed by Declarant, Project Manager or the builder at the time of and in conjunction with the construction of a Residence on a Lot shall thereafter be maintained by such Lot's Homeowner. No changes to such landscaping, other than seasonal color changes, may be made without approval of the Board.

Section IV.8 Mailboxes. Mailboxes shall be placed in an enclosure containing multiple mailboxes and placed in a Common Area. The Association shall be responsible for maintaining such enclosure in good condition and repair.

Section IV.9 Exterior. All forms of exterior masonry, wall coverings, windows, color shall be maintained in their original form used in construction of the Residence. All repairs to such items shall require approval of the Board.

ARTICLE V

ARCHITECTURAL CONTROL

Section V.1 Authority. No landscaping shall be undertaken, and no building, fence, wall, roof-top patio or deck or other structure shall be commenced, erected, placed, maintained or altered on any Lot, nor shall any exterior painting of, exterior addition to, or alteration of, such items be made until all plans and specifications and a site plan have been submitted to and approved in writing by the Board as to:

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

(b) conformity and harmony of the external design, color, type and appearance of exterior surfaces and landscaping in relation to the various parts of the proposed improvements and in relation to improvements on other Lots;

(c) compliance with multi-family building standards of the City; and

(d) the other standards set forth within this Declaration (and any amendments thereto).

The Board is authorized and empowered to consider and review any and all aspects of construction and landscaping which may, in the reasonable opinion of the Board, adversely affect the living enjoyment of one or more Owners or the general value of Lots. In considering

the harmony of uniform design between the proposed buildings to be erected, placed or altered, the Board has say over only the general appearance of the proposed building as that can be determined from front and rear plans.

Section V.2 Procedure for Approval. A complete copy of the final plans must be submitted in duplicate by direct delivery or by certified mail to the Board. Such plans must be submitted at least 15 days prior to the proposed landscaping or making of improvements or modifications. The specifications shall show the nature, kind, shape, height, materials and location of all landscaping and design. At such time as the plans and specifications meet the approval of the Board, the Board shall send written authorization to proceed and will retain the plans and specifications. If disapproved by the Board, the plans and specifications shall be returned marked "Disapproved" and shall be accompanied by a statement of the reasons for disapproval, which statement shall be signed by a representative of the Board. Any modification of the approved set of plans and specifications must again be submitted to the Board for its approval. The Board's approval or disapproval, as required herein, shall be in writing. In no event shall the Board give verbal approval of any plans. If the Board fails to approve or disapprove such plans and specifications within 15 days after the date of submission, such approval shall be deemed rejected by the Board.

Section V.3 Standards. The Board shall use its good faith efforts to promote and ensure a high level of taste, design, quality, harmony and conformity throughout the Property consistent with this Declaration. The Board shall have sole discretion with respect to taste, design and all standards specified herein. One objective of the Board is to present unusual, radical, odd, bizarre, peculiar or irregular improvements or modifications being made on the Property.

Section V.4 Liability of the Board. The members of the Board shall have no liability for decisions made by the Board and the Board shall have no liability for its decisions so long as such decisions are made in good faith and are not arbitrary or capricious. Any errors in or omissions from the plans and specifications or the site plan submitted shall be the responsibility of the Homeowner of the Lot to which the improvements relate, and the Board shall have no obligation to check for errors in or omissions from any such plans, or to check for such plans' compliance with the general provisions of this Declaration, City codes, state statutes or the common law, whether the same relate to Lot lines, building lines, easements or any other matters.

ARTICLE VI COMMON AREAS

Section VI.1 Property Rights. Every Owner shall have a right and non-exclusive easement of enjoyment in and to the Common Areas (if any), including the easement described on **Exhibit "B"** attached hereto, which shall be appurtenant to and shall pass with title of any portion of the Property, subject to the following provisions:

(a) The Association shall have the right to prescribe rules and regulations from time to time governing and restricting the use of the Common Areas;

(b) The Association shall have the right to suspend the voting rights and right to use of the Common Areas of a Homeowner for any period during which any Assessment against the Homeowner's Lot remains unpaid and for a reasonable period in response to any infraction of the Association's rules and regulations; and

(c) The Association shall have the right to take such steps as are reasonably necessary to protect the Common Areas from foreclosure or forfeiture.

Section VI.2 Delegation of Use. Any Owner may delegate, in accordance with the Bylaws, his right of enjoyment to the Common Areas to the Owner's tenants, invitees and guests and to succeeding Owners and their tenants, invitees and guests.

Section VI.3 Maintenance of Common Areas Included in Annual Assessment. The Association may provide maintenance, replacement, repair and care for the Common Areas including landscaping and plants thereon. By way of illustration, such improvements may include, but not necessarily be limited to, fences, walls, lighting and other facilities considered necessary for the overall illumination or security of the Property. The maintenance provided for in this Section 6.3 shall be considered as services due each Homeowner in consideration of the assessments levied against the Homeowner's Lot. However, in the event that the need for any such maintenance, replacement or repair performed by the Association, in the judgment of the Board, is caused through the willful or negligent act of the Homeowner or the Homeowner's family, guests, or invitees, the cost of such maintenance, replacement or repair shall become a Special Assessment to which the Homeowner's Lot is subject.

ARTICLE VII

GENERAL PROVISIONS

Section VII.1 Easements. Easements for the installation and maintenance of utilities and drainage facilities, and shared driveway are reserved as described on Exhibit "B" attached hereto. Easements are reserved across all Lots as necessary for the installation, operation, maintenance and ownership of utility service lines from the property lines to the Residences. All dedications, limitations, restrictions and reservations shown on any recorded plat are incorporated herein and shall be construed as being adopted in each contract, deed or conveyance affecting the Property, whether specifically referred to therein or not.

Section VII.2 Landscape and Maintenance. Landscaping shall initially be installed by Declarant, the Property Manager or builder at the time of and in conjunction with the construction of a Residence on the Lot. The Homeowner shall maintain the yards, in the area between the Residence and the fence constructed on such Lot, in a sanitary and attractive manner. The Homeowner shall keep the grass and vegetation in each Lot in the area between the Residence and the fence on such Lot mowed at regular intervals, and free of weeds, so as to maintain the Property in a neat and attractive manner. The Homeowner of each Lot shall maintain its fence in good order and repair and shall replace such fence upon its deterioration in accordance with the construction requirements of this Declaration. No vegetables shall be grown in any yard that faces a street. No Homeowner shall permit weeds or grass for which he is responsible to maintain to grow to a height of greater than six inches on his property. Upon the failure of any Homeowner to maintain any Lot or any fence thereon as required by this Declaration, Declarant, Property Manager, and the Association each have the right, at its option, to have the grass, weeds and vegetation cut or the fence repaired or replaced as often as necessary in its sole judgment without the approval of the Homeowner, and the Homeowner of such property shall be obligated, when presented with an itemized statement or notice of Special Assessment, to reimburse Declarant or Property Manager, or pay a Special Assessment to the Association, as the case may be, for the cost of such work. The amount to be paid, if not paid within thirty days after the date the statement or notice of Special Assessment is presented to the Homeowner, shall bear interest from such date of presentation until paid at the rate of ten percent

(10%) per annum. Any Special Assessment owing to the Association for such work shall be secured by a lien on such Homeowner's Lot as provided in Section 3.7 of this Declaration.

Section VII.3 Maintenance of Improvements. Each Homeowner (a) shall maintain the exterior of all buildings, fences, walls and other improvements on his Lot in good condition and repair; (b) shall replace worn and rotten parts; and (c) shall not permit the roofs, rain gutters, downspouts, exterior walls, windows, doors, walks, driveways, parking areas or other exterior portions of the improvements to deteriorate.

Section VII.4 Insurance Requirements. Each Homeowner shall obtain and maintain general liability insurance in amounts not less than One Hundred Thousand Dollars (\$100,000.00) per person, Three Hundred Thousand Dollars (\$300,000.00) per accident and Fifty Thousand Dollars (\$50,000.00) for property damages, with an annual aggregate of not less than One Million Dollars (\$1,000,000.00).

Section VII.5 Mortgages. It is expressly provided that the breach of any of the foregoing provisions shall not defeat or render invalid the lien of any mortgage or deed of trust made in good faith and for value, as to the same premises or any part thereof encumbered by such mortgage or deed of trust, but said provisions shall be binding as to Lots acquired by foreclosure, trustee's sale or otherwise, but only as to any breach occurring after such acquisition of title.

Section VII.6 Term. This Declaration and the covenants and restrictions contained herein shall run with and bind the land and shall remain in full force and effect for a term of thirty (30) years after the date of this Declaration. Thereafter, this Declaration and the covenants and restrictions contained herein shall be extended automatically for successive periods of ten (10) years unless amended as provided herein. This Declaration may be terminated only by an amendment effected under Section 7.12.

Section VII.7 Severability. If any provision of the Declaration or Bylaws, or any section, sentence, clause, phrase, word, or the application thereof in any circumstance, is held invalid, the validity of the remainder of this Declaration and the Bylaws and of the application of any such provision, section sentence, clause, phrase or word in any other circumstances shall not be affected thereby and the remainder of this Declaration or the Bylaws shall be construed as if such invalid part was never included therein.

Section VII.8 Binding Effect. Each of the conditions, covenants, restrictions and agreements herein contained is made for the mutual benefit of and is binding upon, each and every person acquiring any part of the Property, it being understood that such conditions, covenants, restrictions and agreements are not for the benefit of the Owner of any land except land in the Property other than as specifically provided herein. This Declaration, when executed, shall be filed of record in the appropriate records of Dallas County so that each and every Owner or purchaser of any portion of the Property is on notice of the conditions, covenants, restrictions and agreements herein contained.

Section VII.9 Enforcement. Declarant, Property Manager, and the Association shall have the right to bring any suit or any legal process that may be proper to enforce the performance of all obligations under this Declaration. Failure by Declarant, Property Manager, or the Association to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

Section VII.10 Other Authorities. If other authorities, such as the City or Dallas County, impose more demanding, expensive or restrictive requirements than those set forth herein the requirements of such authorities shall be complied with. Other authorities' imposition of lesser requirements than those set forth herein shall not supersede or diminish the requirements herein.

Section VII.11 Addresses. Any notices or correspondence to an Owner of a Lot shall be addressed to the street address of the Lot. Any notice or plan submission to the Board shall be made at the address set forth below. The Board may change its address for notice and plan submission by recording in the Real Property Records of Dallas County a notice of change of address. Notwithstanding anything herein to the contrary, Declarant's address for notice shall be as follows:

Cedars Development, LLC
15 Wyck Hill
Westlake, Texas 76262

Section VII.12 Amendment. This Declaration may be amended only as follows:

(a) Until the rights and authority granted to "Declarant" hereunder vest in the Association pursuant to Section 7.13 hereof, the Declarant shall have and reserve the right at any time and from time to time, without the joinder or consent of any other party, to amend this Declaration by any instrument in writing duly signed, acknowledged, and filed for record, provided that any such amendment shall be consistent with and in furtherance of the general plan and scheme of development as evidenced by this Declaration and shall not materially impair or affect the vested property or other rights of any Owner or its mortgagee.

(b) At any time, the Owners of legal title to 75% of the Lots (as shown by the Dallas County Real Property Records) may amend the covenants and restrictions set forth herein by signing, acknowledging and recording an instrument containing such amendment(s), except that until the rights and authority granted to "Declarant" hereunder vest in the Association pursuant to Section 7.13 hereof, no such amendment shall be valid or effective without the joinder of Declarant.

Section VII.13 Rights of Declarant. All rights, obligations, and authority granted to "Declarant" hereunder shall continue until the date Declarant and its assigns no longer own any portion of the Property. On such date, all rights and authority granted to "Declarant" hereunder shall vest in, and thereafter be exercised by, the Association, except for rights and authority which by their terms cease to exist hereunder on or prior to such date. Declarant may assign any or all of its rights and authority as "Declarant" hereunder to any purchaser of any portion of the Property by written instrument of assignment duly recorded in the Real Property Records of Dallas County, Texas. Conveyance of a property interest by Declarant alone shall not constitute an assignment of Declarant's rights and authority as "Declarant" hereunder.

Section VII.14 Representation. This Declaration and the documents for formation of the Association have been prepared by Wick, Phillip, Gould & Martin, LLP ("Wick Phillips") as counsel to a member of Declarant. Wick Phillips has not, and does not, represent or act as counsel to the Association.

Section VII.15 Email Registration; Documents. The Board has adopted an Email Registration Policy, as set forth in Exhibit "F", a Document Retention Policy, as set forth in Exhibit "G" and a Document Inspection and Copying Policy, as set forth in Exhibit "H".

[signatures follow]

DECLARANT:

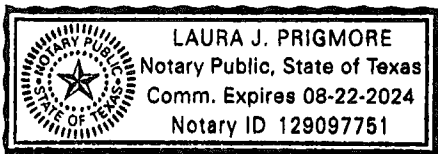
CEDARS DEVELOPMENT, LLC

By: [Signature]
Bryan Elliott, Manager

STATE OF TEXAS §

COUNTY OF TARRANT §

This instrument was acknowledged before me on the 25 day of September, 2020,
by Bryan Elliott, Manager of Cedars Development, LLC.



[Signature]
Notary Public, State of TEXAS
Printed Name: LAURA PRIGMORE
My commission expires: 8/22/2024

EXHIBIT "A"

Property Description

Lots 1-36, Block A/917, Cedars, a Shared Access Development, being a replat of Part of Lots 19 and 20 and all of Lots 21-26, Block 917 of Lear's Addition, in the City of Dallas, Dallas County, Texas, according to the plat thereof recorded in the Official Public Records of Dallas County Texas as Instrument No. 201900244300.

Further described by metes and bounds as follows:

BEGINNING at a mag nail found, marking the intersection of the northwest line of Lear Street (a 40-foot wide right-of-way) and the northeast line of Ervay Street (a 60-foot wide right-of-way);

THENCE North 51 degrees 55 minutes 16 seconds West, along said northeast right-of-way line of Ervay Street, a distance of 124.54 feet (125.00 feet by plat recorded in Volume 76, Page 408, D.R.D.C.T. and 120.00 feet by Special Warranty Deeds recorded in Instrument No. 201600136058 and Instrument No. 201800076904, O.P.R.D.C.T. and Volume 93033, Page 1660, D.R.D.C.T., same line being in the southwest line of said Cedars Development, LLC tract to a mag nail found for corner, said corner being in the northwest line of said Lot 20, Block 917 same being in the southeast line of a 10 foot wide alley;

THENCE North 37 degrees 35 minutes 18 seconds East, departing the west corner of said Lot 20, along the southeast line of said 10 foot wide alley, same being the northwest line of said Cedars Development, LLC tract a distance of 466.76 feet to a ½ -inch iron rod found at the north corner of said Cedars Development, LLC tract and the west corner of a tract of land conveyed to Jose P. Vasquez by deed recorded in Volume 94125, Page 3160, D.R.D.C.T., same being the north corner of said Lot 26;

THENCE South 51 degrees 55 minutes 16 seconds East, departing said southeast line of the 10 foot wide alley, a distance of 124.54 feet (125.00 feet by plat recorded in Volume 76, Page 408, D.R.D.C.T. and 120.00 feet by Special Warranty Deeds recorded in Instrument No. 201600136058 and Instrument No. 201800076904, O.P.R.D.C.T. and Volume 93033, Page 1660, D.R.D.C.T.) to a ½-inch iron rod found for corner in the northwest right-of-way line of said Lear Street at the east corner of said Cedars Development, LLC tract and said Lot 26, same being the south corner of said Vasquez tract;

THENCE South 37 degrees 35 minutes 18 seconds West, along the northwest line of said Lear Street, same being the southeast line of said Cedars Development, LLC tract, a distance of 466.76 feet to the POINT OF BEGINNING, containing 58,153 square feet or 1.335 acres of land, more or less.

EXHIBIT "B"

Easements

All easements as shown on the plat of Lots 1-36, Block A/917, Cedars, a Shared Access Development, being a replat of Part of Lots 19 and 20 and all of Lots 21-26, Block 917 of Lear's Addition, in the City of Dallas, Dallas County, Texas, according to the plat thereof recorded in the Official Public Records of Dallas County Texas as Instrument No. 201900244300, along with Community Easements, attached hereto and incorporated herein by reference.

**COMMUNITY EASEMENT
PART OF LOT 1, BLOCK A/917
CEDARS ADDITION
JOHN GRIGSBY SURVEY, ABSTRACT NO. 495
CITY OF DALLAS, DALLAS COUNTY, TEXAS**

BEING a 646 square foot, 0.015 acre tract of land situated in the John Grigsby Survey, Abstract No. 495, Dallas County, Texas, being part of Lot 1, Block A/917 of Cedars Addition, an addition to the City of Dallas, Dallas County, Texas, according to the plat thereof recorded in Instrument No. 201900244300, Official Public Records, Dallas County, Texas, and being more particularly described as follows;

BEGINNING at the most Westerly corner of a visibility cut-back line at the intersection of the Northeast line of Ervay Street, (a 60' R.O.W.), with the Northwest line of Lear Street, (a 48' R.O.W.), said point being the most Southerly corner of said Lot 1, a point for corner;

THENCE: North 51 deg. 55 min. 16 sec. West, with the said Northeast line of Ervay Street, a distance of 42.02 feet to the most Southerly corner of Lot 36, Block A/917 of said Cedars Addition, said point also being the most Westerly corner of said Lot 1, a point for corner;

THENCE: North 37 deg. 35 min. 18 sec. East, with the common line of said Lots 1 and 36, a distance of 13.00 feet, a point for corner;

THENCE: South 52 deg. 29 min. 10 sec. East, passing a building wall at a distance of 32.71 feet, continuing with a building wall a distance of 12.15 feet, continuing a total distance of 55.56 feet to a point in said visibility cut-back line that bears South 82 deg. 50 min. 01 sec. West, a distance of 2.05 feet from the most Easterly corner of said visibility cut-back line at the intersection of the said Northeast line of Ervay Street, with the said Northwest line of Lear Street, a point for corner;

THENCE: South 82 deg. 50 min. 01 sec. West, with said visibility cut-back line, a distance of 19.07 feet to the **PLACE OF BEGINNING** and **CONTAINING** 646 square feet or 0.015 acres of land.

Basis of Bearings: Northwest line of Lear Street as North 37 deg. 35 min. 18 sec. East, per plat of CEDARS, an addition to the City of Dallas, Dallas County, Texas, Instrument No. 201900244300, Official Public Records, Dallas County, Texas.

Date: 9/21/2020
Ben D. Rychlik
R.P.L.S. No. 1630

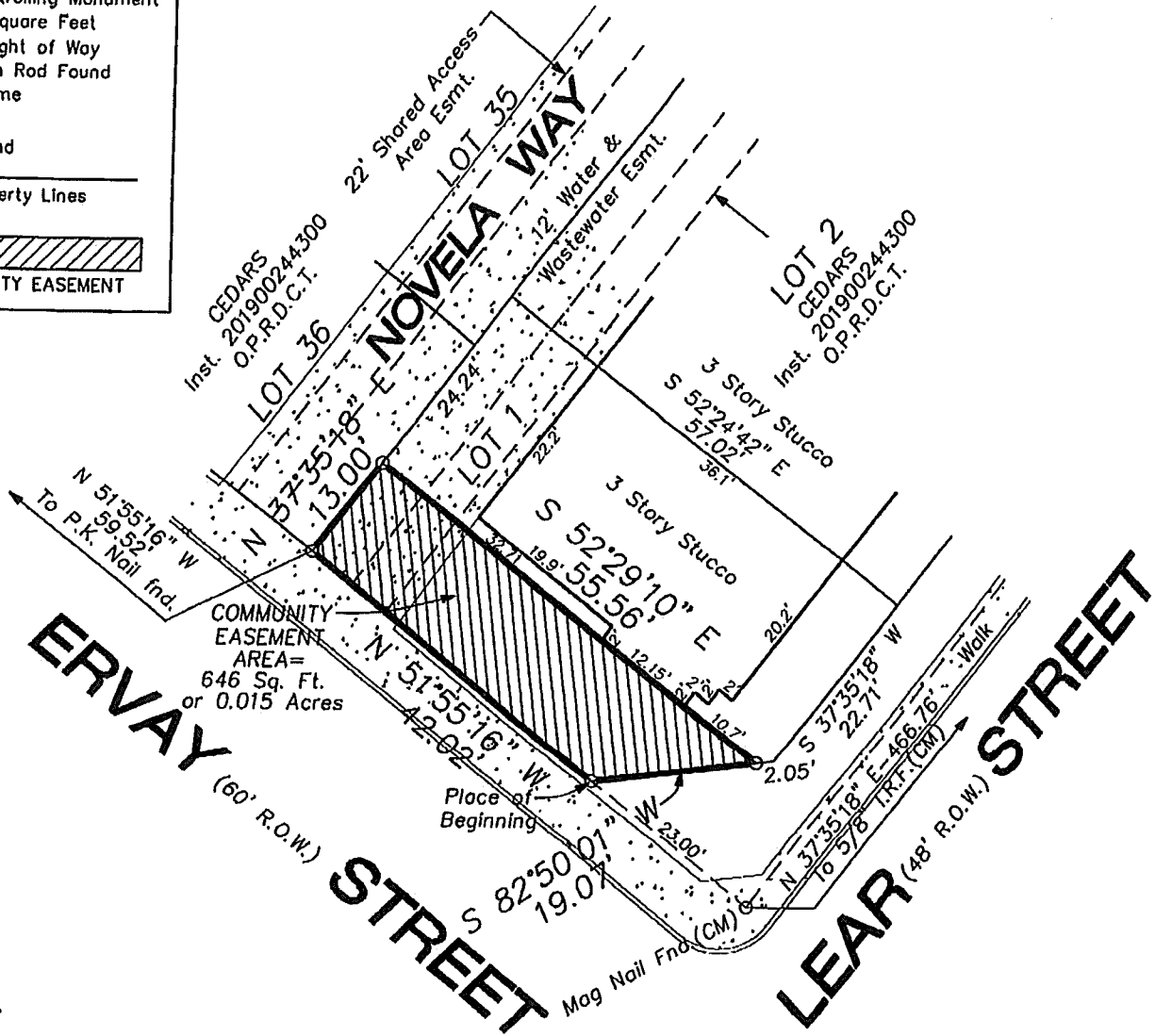
LEGEND

M.R.D.C.T.
Map Records,
Dallas County, Texas

O.P.R.D.C.T.
Official Property Records,
Dallas County, Texas

C.M.= Controlling Monument
Sq. Ft.= Square Feet
R.O.W.= Right of Way
I.R.F.= Iron Rod Found
Vol.= Volume
Pg.= Page
Fnd.= Found

Property Lines



N



Basis of Bearings: Northwest line of Lear Street as N 37°35'18" E, per Plat of CEDARS, an addition to the City of Dallas, Dallas County, Texas, Inst. No. 201900244300 O.P.R.D.C.T.



SCALE: 1" = 20'

Date: 9/21/2020

COMMUNITY EASEMENT
Cedars Addition
Part of Lot 1, Block A/917
John Grigsby Survey, Abstract No. 495
City of Dallas, Dallas County, Texas



Registered Professional Land Surveyor 1630
SURVEYING ASSOCIATES
1018 S. Beckley, Dallas, Tx. 75203
Phone: (214) 948-3324
Fax: (214) 946-7540

9/21/2020
Job. No. 20-479-A

**COMMUNITY EASEMENT
PART OF LOT 5, BLOCK A/917
CEDARS ADDITION
JOHN GRIGSBY SURVEY, ABSTRACT NO. 495
CITY OF DALLAS, DALLAS COUNTY, TEXAS**

BEING a 448 square foot, 0.010 acre tract of land situated in the John Grigsby Survey, Abstract No. 495, Dallas County, Texas, being part of Lot 5, Block A/917 of Cedars Addition, an addition to the City of Dallas, Dallas County, Texas, according to the plat thereof recorded in Instrument No. 201900244300, Official Public Records, Dallas County, Texas, and being more particularly described as follows;

BEGINNING at a point in the Northwest line of Lear Street, (a 48' R.O.W.), said point being the most Easterly corner of said Lot 5, said point also being the most Southerly corner of Lot 6, Block A/917 of said Cedars Addition, a point for corner;

THENCE: South 37 deg. 35 min. 18 sec. West, with the said Northwest line of Lear Street, a distance of 16.00 feet, a point for corner;

THENCE: North 52 deg. 24 min. 42 sec. West, passing a building wall at a distance of 8.1 feet, continuing with said building wall a total distance of 28.00 feet, a point for corner at a building wall;

THENCE: North 37 deg. 35 min. 18 sec. East, a distance of 16.00 feet to a point in the common line of said Lots 5 and 6, a point for corner;

THENCE: South 52 deg. 24 min. 42 sec. East, with the common line of said Lots 5 and 6, a distance of 28.00 feet to the **PLACE OF BEGINNING** and **CONTAINING** 448 square feet or 0.010 acres of land.

Basis of Bearings: Northwest line of Lear Street as North 37 deg. 35 min. 18 sec. East, per plat of CEDARS, an addition to the City of Dallas, Dallas County, Texas, Instrument No. 201900244300, Official Public Records, Dallas County, Texas.

Date: 9/21/2020
Ben D. Rychlik
R.P.L.S. No. 1630

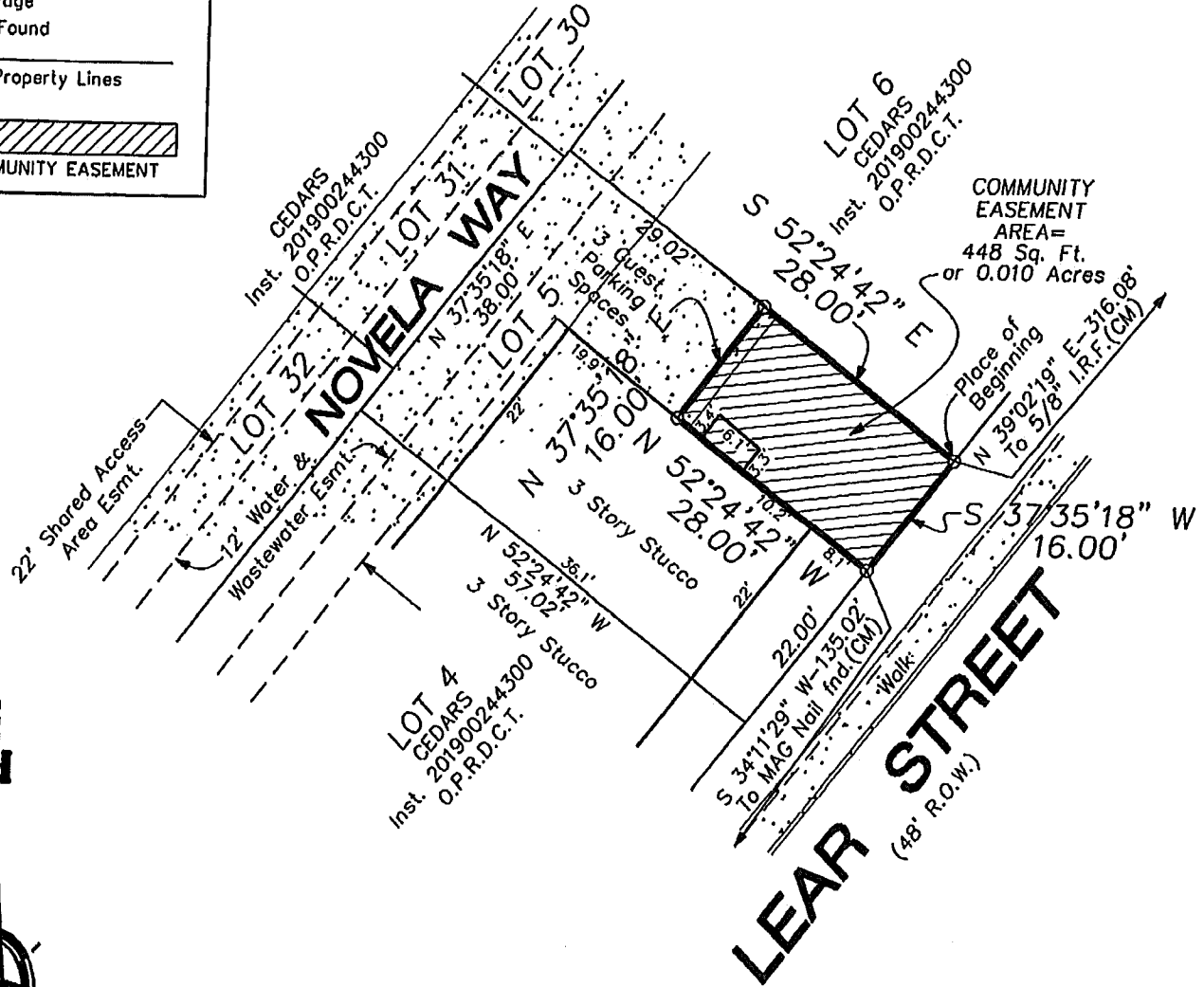
LEGEND

M.R.D.C.T.
Map Records,
Dallas County, Texas

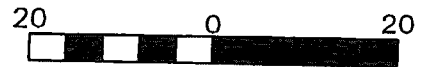
O.P.R.D.C.T.
Official Property Records,
Dallas County, Texas

C.M.= Controlling Monument
Sq. Ft.= Square Feet
R.O.W.= Right of Way
I.R.F.= Iron Rod Found
Vol.= Volume
Pg.= Page
Fnd.= Found

Property Lines



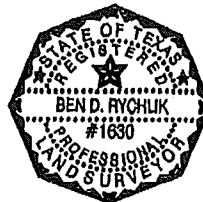
Basis of Bearings: Northwest line of Lear Street as N 37°35'18" E, per Plat of CEDARS, an addition to the City of Dallas, Dallas County, Texas, Inst. No. 201900244300 O.P.R.D.C.T.



SCALE: 1" = 20'

Date: 9/21/2020

COMMUNITY EASEMENT
 Cedars Addition
 Part of Lot 5, Block A/917
 John Grigsby Survey, Abstract No. 495
 City of Dallas, Dallas County, Texas



Registered Professional Land Surveyor 1630
SURVEYING ASSOCIATES
 1018 S. Beckley, Dallas, Tx. 75203
 Phone: (214) 948-3324
 Fax: (214) 946-7540

9/21/2020
 Job. No. 20-479-B

EXHIBIT "C"

**RULES AND REGULATIONS
MIRAR AT THE CEDARS**

1. Any sidewalks, driveways, entrances, or passageways which are Common Areas shall not be obstructed or used by any Owner for any other purpose other than ingress to and egress from the Residence. Owners, members of their families, their guests, residents, tenants or lessees shall not use Common Areas as a play area or an area in which to gather or loiter.

2. No vehicle belonging to or under the control of any Owner or a member of the family or a guest, tenant, lessee, or employee of an Owner shall be parked in such a manner as to impede or prevent ready access to any entrance to or exit from the Common Area. Vehicles shall be parked within designated parking areas only and shall be operational at all times. No repairing, or lubricating of vehicles shall occur in Common Areas.

3. No Owner, resident or Lessee shall install wiring for electrical or telephone installation or for any other purpose, nor shall any television or radio antennae, machines or electrical apparatus or appliances, or heating or air conditioning units be installed, in the Common Area.

4. Use of any Common Area will be made in such manner as to respect the rights and privileges of other Owners.

5. Owners and occupants shall exercise reasonable care to avoid making or permitting to be made loud, disturbing, or objectionable noises, and in using or playing or permitting to be used or played musical instruments, radios, phonographs, television sets, amplifiers and any other instruments or devices in such manner as may disturb or tend to disturb Owners, or occupants of other Lots.

6. All trash must be placed in sealed bags or sealed containers prior to being put in an approved disposal area.

7. Cats, dogs, or other animals or birds or reptiles (hereinafter for brevity termed animals) shall be kept in such a manner so as not to disturb the other Owners, and shall not be kept, bred or maintained for any commercial purposes. If an animal becomes obnoxious to other Owners, the Owner or person having control of the animal shall be given a written notice by the Board of Directors to correct the problem, or if not corrected, the Owner, upon written notice, shall be required to remove the animal. The written notices provided for herein, shall be issued by the Board Directors or property manager to whom the Association may delegate its duties. Each Owner owning an animal shall assume full responsibility for personal injuries or property damage caused by said animal. Owners must immediately remove any animal waste from Common Areas.

8. All draperies or drapery lining or shutters or blinds visible from the exterior of any Residence shall be a neutral, white or off-white color. No window shall be covered with aluminum foil or similar material.

EXHIBIT "D"

Bylaws

[See attached.]

BYLAWS OF
MIRAR HOMEOWNERS ASSOCIATION, INC.

ARTICLE 1

NAME

1.1 **NAME.** The name of the organization shall be Mirar Homeowners Association, Inc., hereinafter called the "**Association**".

ARTICLE 2

PURPOSE AND OWNER OBLIGATION

2.1 **PURPOSE.** The Association is organized and shall be operated exclusively as a homeowners association within the meaning of Section 528 of the Internal Revenue Code of 1986, as amended, or the corresponding provision or provisions of any subsequent United States Internal Revenue law or laws. The primary purposes for which this Association is formed are to govern, operate and maintain the Common Areas (as defined in the Declaration) of the development commonly known as Mirar at the Cedars, in the City of Dallas, Dallas County, Texas ("**Mirar**"), and to provide architectural control and compliance with that certain Declaration of Covenants, Conditions, and Restrictions executed by Cedars Development, LLC ("**Declarant**"), dated as of _____ day of _____, 2020, and duly recorded as Instrument No. _____ in the Real Property Records, Dallas County, Texas.

2.2 **OWNER OBLIGATION.** All present or future owners, or tenants of any or all of the lots (the "**Lots**") in Mirar (the Lots and the Common Areas being sometimes hereinafter collectively referred to as the "**Property**"), or any other person who might use the facilities of the Common Areas in any manner, are subject to the regulations set forth in these Bylaws. The mere acquisition or rental of any of the Lots or the mere act of occupancy of any of the Lots will signify that these Bylaws are accepted, ratified and will be strictly followed.

ARTICLE 3

DEFINITIONS AND TERMS

3.1 **MEMBERSHIP.** Membership in the Association shall vest as follows:

(a) Any person on becoming a record owner ("**Owner**") of all or any part of a Lot shall automatically become a Member ("**Member**") of the Association and be subject to these Bylaws and to the Declaration, including specifically the covenant in Section 3.1 of the Declaration by each Homeowner (as such term is defined in Section 1.9 of the Declaration) to pay to the Association Regular Assessments and Special Assessments (as such terms are defined in Section 1.1 of the Declaration). Such membership shall terminate without any formal Association action whenever such person ceases to own any part of a Lot. Such termination shall not relieve or release any such former Homeowner from any liability or obligation incurred under or in any way connected with the Property during the period of such ownership and membership in this Association, or impair any rights or remedies which the Board of Directors of

the Association or others may have against such former Homeowner arising out of or in any way connected with such ownership and membership and the covenants and obligations incident thereto. No certificates of stock shall be issued by the Association, but the Board of Directors, if it so elects, may issue one (1) Membership Card (herein so called) per Lot to the Owner(s) of a Lot. Such Membership Card shall be surrendered to the Secretary whenever ownership of the Lot designated thereon is terminated.

(b) Declarant shall be a Member of the Association without regard to whether Declarant owns one or more specific Lots until the date Declarant and any assignee of Declarant's membership interest under this subparagraph (b) no longer own any portion of the Property described in the Declaration (the "**Termination Date**"). On such date, Declarant shall cease to be a Member of the Association unless Declarant is otherwise entitled to be a Member under subparagraph (a) above. Declarant may assign its membership interest in the Association under this subparagraph (b) to any purchaser of any portion of the Property by written instrument of assignment duly recorded in the Real Property Records of Dallas County, Texas. Conveyance of a property interest by Declarant alone shall not constitute an assignment of Declarant's membership interest under this subparagraph (b). Further, Declarant may assign all of its obligations and liabilities as "Declarant" under the Declaration to a property manager designated by Declarant.

3.2 **VOTING.** The Association shall have two (2) classes of voting membership as follows:

CLASS A: Class A Members shall be all Members other than the Class B Member. Class A Members shall be entitled to one (1) vote for each Lot in which they hold the interest required for membership. When more than one person holds such interest or interests in any Lot, all such persons shall be Members, and the vote for such Lot shall be exercised as they, among themselves, determine, but in no event shall more than one (1) vote be cast with respect to any such Lot.

CLASS B: The Class B Member shall be Declarant. The Class B Member shall be entitled to two (2) votes for each vote allocated to a Class A Member hereunder. On the Termination Date, the Class B membership shall cease; following the Termination Date, only Class A membership will exist in the Association. If Declarant assigns its membership interest in the Association under Subparagraph 3.1(b) above to an assignee permitted thereunder, such assignee shall thereafter be the Class B Member.

3.3 **MAJORITY OF LOT OWNERS; NOTICE.** Subject to the provisions hereof, any action pertaining to increasing the maximum Regular Assessment (as defined in the Declaration) by more than 25% or to Special Assessments (as defined in the Declaration) for capital improvements, as authorized in the Declaration, shall require the assent of the majority of the vote of those who are voting in person or by proxy at a meeting duly called for that purpose, written notice of which shall be given to all Members not less than ten (10) days nor more than sixty (60) days in advance and shall set forth the purpose of such meeting. As used in these Bylaws, a "majority" shall mean the vote of at least fifty-one percent (51%) of the votes entitled to be cast by the Members present at such meeting in person or by proxy.

3.4 QUORUM.

(a) The quorum required for any action referred to in Paragraph 3.3 hereof shall be as follows:

At the first meeting called, the presence at the meeting of Members, or of proxies, entitled to cast sixty percent (60.0%) of all of the votes of the Members shall constitute a quorum. If the required quorum is not present at the first meeting, one additional meeting may be called, subject to the notice requirement hereinabove set forth, and the required quorum at such second meeting shall be one-half (1/2) of the required quorum at the preceding meeting; provided, however, that no such second meeting shall be held more than sixty (60) days following the first meeting.

(b) The quorum required for any action other than that action referred to in Paragraph 3.3 shall be as follows:

At the first meeting called, the presence at the meeting of Members, or of proxies, entitled to cast forty percent (40.0%) of all of the votes of the Members shall constitute a quorum. If the required quorum is not present at the first meeting, one additional meeting may be called, subject to the notice requirement hereinabove set forth, and the required quorum at such second meeting shall be one-half (1/2) of the required quorum at the preceding meeting; provided, however, that no such second meeting shall be held more than sixty (60) days following the first meeting.

3.5 **PROXIES.** Votes may be cast in person or by proxy. Proxies must be filed with the Secretary before the appointed time of each meeting.

ARTICLE 4

ADMINISTRATION

4.1 **ASSOCIATION RESPONSIBILITIES.** The Members will constitute the Association. The responsibilities and affairs of the Association will be administered through a Board of Directors.

4.2 **PLACE OF MEETINGS.** All annual and special meetings of the Association shall be held at a suitable and convenient place as may be permitted by law and from time to time fixed by the Board of Directors and designated in the notices of such meetings.

4.3 **ANNUAL MEETINGS.** Annual meetings shall be held the in the month of April each year.

4.4 **SPECIAL MEETINGS.** It shall be the duty of the President of the Association to call a special meeting of the Members as directed by resolution of the Board of Directors or upon a petition signed by Members having not less than one tenth (1/10) of the votes entitled to be cast at such meeting and presented to the Secretary. The notice of any special meeting shall state the time and place of such meeting and the purpose thereof.

4.5 **NOTICE OF MEETINGS.** The Secretary shall mail notices of annual and special meetings to each Member of the Association, as shown on the records of the Association. Such notice shall be mailed not less than ten (10) days not more than sixty (60) days before the

date of such meeting and shall state the date, time and place of the meeting and the purpose or purposes thereof. In lieu of mailing notice as herein provided, such notice may be delivered by hand, to an e-mail address registered with the Association by such Member or left at the Member's residence in his absence. If requested, any mortgagee of record or its designee may be entitled to receive similar notice.

4.6 **ADJOURNED MEETING.** If any meeting of Members cannot be organized because a quorum has not attended, the Members who are present, either in person or by proxy, may adjourn the meeting until a quorum is attained, as provided in Paragraph 3.4 hereof.

4.7 **ORDER OF BUSINESS.** The order of business at all meetings of the Members shall be as follows:

- (a) Roll call.
- (b) Proof of notice of meeting or waiver of notice.
- (c) Reading of minutes of preceding meeting.
- (d) Reports of officers.
- (e) Reports of committees.
- (f) Election of Directors, if applicable.
- (g) Unfinished business.
- (h) New business.

ARTICLE 5

BOARD OF DIRECTORS

5.1 **NUMBER AND QUALIFICATION.** The affairs of this Association shall be governed by a Board of Directors composed of three (3) "**Directors**". The Directors as set forth in the Certificate of Formation are the following Director, who shall act in such capacity and shall manage the affairs of the Association until their successors are elected:

NAME	ADDRESS
Bryan Elliott	15 Wyck Hill Westlake, Texas 76262
Laura Prigmore	2800 E Tx Hwy 114. Ste 360 Trophy Club, TX 76262
Brad Friedman	1505 Seegar St. Dallas, Texas 75215

5.2 **POWERS AND DUTIES.** The Board of Directors shall have the powers and duties necessary for the operation and maintenance of the Common Areas and the administration of the other responsibilities and affairs of the Association, specifically including, without limitation, the powers and duties set forth in the Declaration. Subject to the provisions of the preceding sentence, the Board of Directors may do all such acts and things that are not by these Bylaws or by the Declaration directed to be exercised and done by the Members.

5.3 **OTHER POWERS AND DUTIES.** The Board of Directors shall have the following additional duties:

(a) To administer and enforce the covenants, conditions, restrictions, uses, limitations, obligations and all other provisions set forth in the Declaration.

(b) To establish, make and enforce compliance with rules, conditions, restrictions, limitations and all other provisions necessary for the orderly operation, use and maintenance of the Common Areas (a copy of such rules shall be delivered or mailed to each Member promptly upon the adoption thereof).

(c) To keep in good order, condition and repair the Common Areas and all items of personal property used in the enjoyment of the Common Areas.

(d) To insure and keep insured the Common Areas in an amount equal to the maximum replacement value of the improvements thereon, if any. Further to obtain and maintain commercial general liability insurance covering the Common Areas in amounts not less than One Hundred Thousand Dollars (\$100,000.00) per person, Three Hundred Thousand Dollars (\$300,000.00) per accident and Fifty Thousand Dollars (\$50,000.00) for property damages, with an annual aggregate of not less than One Million Dollars (\$1,000,000.00). To insure and keep insured all the fixtures, equipment and personal property acquired by the Association for the benefit of the Association, the Members and their mortgagees.

(e) To fix, determine, levy and collect the assessments to be paid by each of the Homeowners; and by majority vote of the Board of Directors to adjust, decrease or increase the amount of the Regular Assessments, subject to the provisions of the Declaration; to levy and collect Special Assessments in order to meet increased operating or maintenance expenses or costs, additional capital expenses, and other expenses and costs for which a Special Assessment is authorized under the Declaration. All Regular Assessments, Special Assessments or other assessments shall be in itemized statement form and shall set forth in detail the various expenses for which the assessments are being made.

(f) To collect delinquent assessments by suit or otherwise and to enjoin or seek damages from a Homeowner, as provided in the Declaration and by these Bylaws.

(g) To protect and defend the Common Areas from loss and damage by suit or otherwise.

(h) To borrow funds in order to pay for any required expenditure or outlay; to execute all such instruments evidencing such indebtedness; and to mortgage, pledge or

hypothecate any or all of the real or personal property of the Association as security for money borrowed or debts incurred in connection with the affairs of the Association.

(i) To enter into contracts within the scope of their duties and power.

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

(k) To keep and maintain full and accurate books and records showing all of the receipts, expenses or disbursements and to permit examination thereof at any reasonable time by each of the Members and any mortgagee of a Lot. The Association shall cause to be prepared and delivered annually to each Member a statement showing all receipts, expenses or disbursements since the last such statement. Such financial statements shall be available to any mortgagee of a Lot, on request, within ninety (90) days following the fiscal year end of the Association. Any Member may require that the Association cause to be prepared and delivered, at such Member's expense, an audited financial statement of the Association. In addition, each Member shall have the right to inspect the books and records of the Association during normal business hours.

(l) To meet at least once each calendar year.

(m) To designate and employ the personnel necessary for the maintenance and operation of the Common Areas.

(n) In general, to carry on the administration of the Association and to do all of those things, necessary and reasonable, in order to carry out the communal aspect of the use and enjoyment of the Common Areas.

5.4 ELECTION AND TERM OF OFFICE. Subject to the requirements of Section 209.00591(c) of the Texas Property Code, at each annual meeting of the Members, the Members shall elect Directors to hold office until the next succeeding annual meeting. At each election, the persons receiving the greatest number of votes shall be the Directors. Each Director elected shall hold office for the term for which he is elected and until his successor shall have been elected and qualified or until his earlier death, resignation, retirement, disqualification or removal.

5.5 VACANCIES. Vacancies on the Board of Directors caused by any reason other than the removal of a Director by a vote of the Association shall be filled by vote of the majority of the remaining Directors, even though they may constitute less than a quorum. Each Director so elected shall serve out the remaining term of his predecessor.

5.6 REMOVAL OF DIRECTORS. At any regular or special meeting duly called, any one (1) or more of the Directors may be removed with or without cause by a majority vote of the Members, and a successor may then and there be elected to fill the vacancy thus created. Any Director whose removal has been proposed by the Members shall be given an opportunity to be heard at the meeting.

5.7 ORGANIZATION MEETING. The first (1st) meeting of a newly elected Board of Directors shall be held within ten (10) days of election at such place as shall be fixed by the Directors at the meeting at which such Directors were elected, and no notice shall be

necessary to the newly elected Directors in order legally to constitute such meeting, providing a majority of the entire Board of Directors shall be present.

5.8 REGULAR MEETINGS. Regular meetings of the Board of Directors may be held at such time and place as shall be determined, from time to time, by a majority of the Directors, but at least one (1) such meeting shall be held during each fiscal year. Notice of regular meetings of the Board of Directors shall be given to each Director, personally, by mail, telephone or e-mail, at least seventy-two (72) hours prior to the day named for such meeting.

5.9 SPECIAL MEETINGS. Special meetings of the Board of Directors may be called by the President or Secretary, or upon the written request of at least one (1) Director. The President or Secretary will give at least seventy-two (72) hours' personal notice to each Director by mail, telephone or e-mail, which notice shall state the time, place (as hereinabove provided) and purpose of the meeting.

5.10 TELEPHONIC MEETING. The Board of Directors may participate in and hold a meeting by means of conference telephone or similar communication equipment by which all persons participating in the meeting can hear each other. Participation in such a meeting shall constitute presence in person at the meeting, except where a person participates in the 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.

5.11 WAIVER OF NOTICE. Before or at any meeting of the Board of Directors, 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 of Directors shall be a waiver of notice by him of the time and place thereof. If all the Directors are present at any meeting of the Board of Directors, no notice shall be required and any business may be transacted at such meeting.

5.12 BOARD OF DIRECTORS QUORUM. At all meetings of the Board of Directors, a majority of Directors shall constitute a quorum for the transaction of business, and the act of the majority of the Directors present at a meeting at which a quorum is present shall be the act of the Board of Directors. If, at any meeting of the Board of Directors, there is less than a quorum present, the majority of those present may adjourn the meeting from time to time.

5.13 ACTION WITHOUT MEETING. Subject to the limitations Section 209.0051 of the Texas Property Code or any other law requiring open meetings of the Board of Directors, any action which may be taken, or which is required by law, the certificate of formation, or these bylaws to be taken, at a meeting of the Board of Directors or any committee may be taken without a meeting if a consent in writing, setting forth the action so taken, shall have been signed by all of the Directors or committee, as the case may be, and such consent shall have the same force and effect, as of the date stated therein, as a unanimous vote of such Directors or committee, as the case may be, and may be stated as such in any document or instrument filed with the Secretary of State of Texas or in any certificate or other document delivered to any person. The consent may be in one or more counterparts so long as each Director or committee member signs one of the counterparts. The signed consent shall be placed in the minute books of the Association.

ARTICLE 6

OFFICERS

6.1 **DESIGNATION.** The officers of the Association shall be a President, Vice President, Secretary and Treasurer, all of whom shall be elected by the Board of Directors. The Board of Directors may, in its sole discretion, elect to combine any two or more offices such that one person shall hold the combined offices, except that the offices of President and Secretary may not be combined.

6.2 **ELECTION OF OFFICERS.** The officers of the Association shall be elected annually by the Board of Directors at the organizational meeting of each new Board of Directors and shall hold office at the pleasure of the Board of Directors.

6.3 **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 may be elected at any regular meeting of the Board of Directors or at any special meeting of the Board of Directors called for such purpose.

6.4 **PRESIDENT.** The President shall be the chief executive officer of the Association. The President shall preside at all meetings of both the Association and the Board of Directors, and shall have all 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 Members to assist in the administration of the affairs of the Association. The President, or his designated alternate, shall represent the Association at all meetings of the Association.

6.5 **VICE PRESIDENT.** The Vice President shall perform all of the duties of the President in his absence and such other duties as may be required of him from time to time by the President or the Board of Directors.

6.6 **SECRETARY.**

(a) The Secretary shall keep the minutes of all meetings of the Board of Directors and the minutes of all meetings of the Association. The Secretary shall have charge of such books and papers as the Board of Directors may direct and shall, in general, perform all the duties incident to the office of the Secretary.

(b) The Secretary shall compile and keep up to date at the principal office of the Association a complete list of Members and their last known addresses as shown on the records of the Association. 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.

6.7 **TREASURER.** The Treasurer shall receive and deposit in appropriate bank accounts all money of the Association and shall disburse such money as directed by resolution of the Board of Directors; provided, however, that a resolution of the Board of Directors shall not be necessary for disbursements made in the ordinary course of business conducted within the limits of a budget adopted by the Board of Directors. The Treasurer shall also have the authority to: keep proper books of account; cause an annual statement of the Association's books to be

made at the completion of each fiscal year; prepare an annual budget and a statement of income expenditures to be presented to the Members at their regular annual meeting, and deliver a copy of each to the Members; and perform all other duties assigned to him by the Board of Directors.

ARTICLE 7

OBLIGATIONS OF THE OWNERS

7.1 **ASSESSMENTS.** All Homeowners shall be obligated to pay the assessments imposed by the Association in accordance with the Declaration. A Homeowner shall be deemed to be a Member in good standing and entitled to vote at any annual or special meeting of Members, within the meaning of these Bylaws, only if he is current in the assessments made or levied against him and the Lot owned by him.

7.2 **USE OF THE COMMON AREAS.** Each Member may use the Common Areas in accordance with the purposes for which they were intended. The Board of Directors shall have the right to suspend a Homeowner's right to use the Common Areas in the event such Homeowner is delinquent in the payment of any assessments as provided in the Declaration.

7.3 **GENERAL.** Each Owner shall comply strictly with the provisions of the Declaration.

ARTICLE 8

AMENDMENTS TO BYLAWS

8.1 **AMENDMENTS PRIOR TO TERMINATION DATE.** Prior to the Termination Date, these Bylaws may be amended or repealed, or new bylaws may be adopted, only upon the express written consent of the Class B Member.

8.2 **AMENDMENTS AFTER TERMINATION DATE.** On and after the Termination Date, these Bylaws may be amended or repealed, or new bylaws may be adopted, at any annual or special meeting of the Members at which a quorum is present by the affirmative vote of two-thirds (2/3) of the Members present at the meeting, provided notice of the proposed amendment, repeal or adoption be contained in the notice of such meeting; and provided further, that the foregoing notice requirement shall not prohibit the Members from adopting the proposed amendment, effecting the proposed repeal or adopting the proposed new bylaws, as the case may be, in a modified form which is not identical to that described or set forth in the notice of such meeting.

ARTICLE 9

MORTGAGES

9.1 **NOTICE TO ASSOCIATION.** An Owner who mortgages his Lot shall notify the Association through the President or Secretary of the Association, giving the name and address of his mortgagee. The Association shall maintain such information in a book entitled "Mortgagees of Lots".

9.2 **NOTICE OF UNPAID ASSESSMENTS.** The Association shall, at the request of a mortgagee of a Lot, report any unpaid assessments due from the Homeowner of such Lot.

ARTICLE 10

NOT FOR PROFIT ASSOCIATION

10.1 NOT FOR PROFIT PURPOSE. This Association is not organized for profit. No Owner, Member, Director or person from whom the Association may receive any property or funds shall receive 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 a salary or as compensation to, or distributed to or inure to the benefit of any Director; provided, however, (1) that reasonable compensation may be paid to any Member while acting as an agent or employee of the Association for services rendered in effecting one or more of the purposes of the Association, and (2) that any Director 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, subject to prior approval by the Board of Directors .

CERTIFICATE

I HEREBY CERTIFY that the foregoing is a true, complete and correct copy of the Bylaws of MIRAR HOMEOWNERS ASSOCIATION, INC., as adopted by the Board of Directors by unanimous consent in lieu of organizational meeting on the 25 day of SEPTEMBER, 2020.

IN WITNESS WHEREOF, I hereunto set my hand this the day of 25 day of SEPTEMBER, 2020.

Secretary



Laura Prigmore, Secretary

EXHIBIT "E"

Alternative Payment Plan Policy

[See attached.]

MIRAR HOMEOWNERS ASSOCIATION, INC.

ALTERNATIVE PAYMENT PLAN POLICY

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

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

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

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

- a) The Owner must currently be delinquent in the payment of regular assessments, special assessments, or any other amounts owed to the Association;
- b) The Owner must not have defaulted on a prior payment plan within two years of the new payment plan;
- c) The 30-day time period set forth in the initial letter which informs the owner of the availability of a payment plan has not yet expired;
- d) The Owner has not entered into a payment plan with the Association within the previous 12 months; and
- e) The Owner submits 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.
- b) Term. The term of the payment plan or schedule is six (6) months and the Owner must make an initial payment of at least ten percent (10%) 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 unless otherwise specified in the payment plan agreement. 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 shall be made in the manner specified in the payment plan agreement, and may include auto draft electronic bill payment, by 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. 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 Mirar at the Cedars and the Bylaws of Mirar Homeowners Association, Inc. are hereby incorporated herein by reference.

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

IT IS FURTHER RESOLVED that this Alternate Payment Plan Policy is effective 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 September 25, 2020, and has not been modified, rescinded or revoked.

DATE: 8/25/2020



Secretary
LAURA PRIMM

EXHIBIT "F"

Email Registration Policy

[See attached.]

MIRAR HOMEOWNERS ASSOCIATION, INC.

EMAIL REGISTRATION POLICY

WHEREAS, pursuant to Section 209.0051(e) of the Texas Property Code, the Board of Directors of Mirar Homeowners Association, Inc. (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, in order to comply with the procedures set forth by Chapter 209 of the Texas Residential Property Owners Protection Act, 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 or posting on an Internet website.

2. Registration. Each owner must register an e-mail address with the Association, and must 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 or mail. 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. The Association shall have up to seven (7) business days from submission of an e-mail address to update its records. To be effective, the initial registration or any update thereto must state that it is for the express purpose of registering or updating the owner’s e-mail address. The mere delivery of an e-mail or other correspondence to the Association, or a director, officer, agent or attorney thereof, is not sufficient to register or update an email address with the Association. Notwithstanding the foregoing, the Association may correspond to an owner at any e-mail address which the owner has provided to the Association unless the owner has specifically instructed the Association not to communicate with the owner at such e-mail address.

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 not be able to verify the owner’s identity for purposes of 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 may demand that an owner provide an e-mail address to the Association but the Association has no obligation to actively seek out a current e-mail address for an 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 September 25, 2020, and has not been modified, rescinded or revoked.

DATE: 8/25/2020

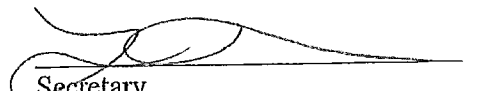

Secretary
LAURA PRIGMORE

EXHIBIT "G"

Document Retention Policy

[See attached.]

MIRAR HOMEOWNERS ASSOCIATION, INC.

DOCUMENT RETENTION POLICY

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

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

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

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

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

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

5. Definitions. The definitions contained in the Declaration of Covenants, Conditions and Restrictions for Mirar at the Cedars and the Bylaws of Mirar Homeowners Association, Inc., 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 September 25, 2020, and has not been modified, rescinded or revoked.

DATE: 8/25/2020


Secretary
LAURA PRIMORE

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 Mirar at the Cedars (the “Declaration”), the Bylaws of Mirar Homeowners Association, Inc. (the “Bylaws”), the Certificate of Formation of Mirar Homeowners Association, Inc. (the “Certificate”), 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

EXHIBIT "H"

Document Inspection and Copying Policy

[See attached.]

MIRAR HOMEOWNERS ASSOCIATION, INC.

DOCUMENT INSPECTION AND COPYING POLICY

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

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

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

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

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

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

Mirar Homeowners Association, Inc.
c/o Cedars Development, LLC
15 Wyck Hill
Westlake, Texas 76262

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, blue-line, map, photographic)--actual cost.

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

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

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

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

(c) Overhead charge.

(1) Whenever any labor charge is applicable to a request, the Association may include in the charges direct and indirect costs, in addition to the

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

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

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

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

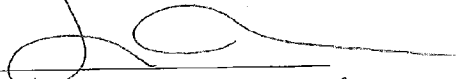
8. Payment. Upon receipt of a request to inspect and/or copy documents, the Association may require the Requesting Party to pay the estimated costs associated with production and copying in advance. If the estimated cost of compilation, production and reproduction is different from the actual cost, the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

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

IT IS FURTHER RESOLVED that this Document Inspection and Copying Policy is effective 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 September 25, 2020, and has not been modified, rescinded or revoked.

DATE: 8/25/2020


Secretary Laura Primore

**Dallas County
John F. Warren
Dallas County Clerk**

Instrument Number: 202000265486

eRecording - Real Property

Recorded On: September 30, 2020 08:31 AM

Number of Pages: 52

" Examined and Charged as Follows: "

Total Recording: \$226.00

******* THIS PAGE IS PART OF THE INSTRUMENT *******

Any provision herein which restricts the Sale, Rental or use of the described REAL PROPERTY because of color or race is invalid and unenforceable under federal law.

File Information:

Document Number: 202000265486
Receipt Number: 20200929001033
Recorded Date/Time: September 30, 2020 08:31 AM
User: Leroy C
Station: CC51

Record and Return To:

Simplifile



**STATE OF TEXAS
COUNTY OF DALLAS**

I hereby certify that this Instrument was FILED In the File Number sequence on the date/time printed hereon, and was duly RECORDED in the Official Records of Dallas County, Texas.

John F. Warren
Dallas County Clerk
Dallas County, TX