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**BY-LAWS
OF
RIDGEPOINTE HOMEOWNERS ASSOCIATION, INC.**

ARTICLE I

NAME AND LOCATION

The name of the corporation is Ridgepointe Homeowners Association, Inc. hereinafter referred to as the "Association". The initial registered office of the corporation shall be located at 1660 South Stemmons Freeway, Suite 150, Lewisville, Texas 75067, but meetings of members and directors may be held at such places within the State of Texas, County of Denton, as may be designated by the Board of Directors. The principal address of the Association is located at P.O. Box 560112, The Colony, Texas 75056.

ARTICLE II

DEFINITIONS

Section 1. "Association" shall mean and refer to Ridgepointe Homeowners Association, Inc., A Texas Non-Profit Corporation, its successors and assigns.

Section 2. "Properties" shall mean and refer to that certain real property described in the Declaration of Covenants, Conditions and Restrictions of record at Number 94-R0028396 RST of the Deed Records of Denton County, Texas, and such additions thereto as may be brought within the jurisdiction of the Association under the provisions of said Declaration or the Charter of the Association.

Section 3. "Common Area" shall mean and refer to all real property, if any, and improvements owned by the Association for the common use, benefit and enjoyment of the owners.

Section 4. "Lot" shall mean and refer to that portion of any of the plots of land shown upon any recorded subdivision map of the Property of any part thereof creating single-family homesites on which there is or will be built a single-family dwelling. There is excepted herefrom the Common Area along with other Reserves as may be noted on said subdivision maps.

Section 5. "Owner" shall mean and refer to the record Owner, whether one or more persons or entities, of a fee simple title to any Lot which is a part of these Properties, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

Section 6. "Declarant" shall mean and refer to Centex Real Estate Corporation, and its successors and assigns who are designated as such in writing by Declarant, who accept such designation in writing.

Section 7. "Declaration" shall mean and refer to the Declaration of Covenants, Conditions and Restrictions applicable to the Properties recorded at Number 94-0028396 RST of the Deed Records of Denton County, Texas.

ARTICLE III

MEMBERSHIP

Section 1. Membership. Every person or entity who is a record owner of a fee or undivided fee interest in any Lot which is subject by covenants of record to assessment by the Association, including contract sellers, shall be a member of the Association. The foregoing is not intended to include persons or entities who hold interest merely as security for the performance of an obligation. No owner shall have more than one voting membership. Membership shall be appurtenant to and may not be separate from ownership of any Lot which is subject to assessment by the Association. Ownership of such lot shall be the sole qualification for membership.

Section 2. Suspension of Membership. During any period in which a member shall be in default in the payment of any annual or special assessment levied by the Association, the voting rights and right to use of the recreational facilities of such member may be suspended by the Board of Directors until such assessment has been paid. Such rights of a member may also be suspended after notice and hearing, for a period not to exceed 60 days, for violation of any rules and regulations established by the Board of Directors governing the use of the Common Area and facilities.

ARTICLE IV

PROPERTY RIGHTS: RIGHTS OF ENJOYMENT

Section 1. Each member shall be entitled to the use and enjoyment of the Common Area and Facilities as provided in the Declaration. Any member may delegate his rights of enjoyment of the Common Area and facilities to the members of his family, his tenants or contract purchasers, who reside on the property. Such member shall notify the secretary in writing of the name of any such delegee. The rights and privileges of such delegee are subject to the same extent as those of the member.

ARTICLE V

BOARD OF DIRECTORS: SELECTION: TERM OF OFFICE

Section 1. Number. The affairs of the Association shall be managed by a Board of five (5) directors, who must be members in good standing of the Association. The additional positions shall be appointed by the Board to serve until the next general meeting of the Association; at that time, these positions shall be placed on the ballot, each to be elected to serve a term of three (3) years. Should a member of the Board no longer be a member in good standing of the Association, they are automatically removed from the Board.

Section 2. Election. At the first annual meeting the members shall elect one (1) director for a term of one (1) year, one (1) director for a term of two (2) years, and one (1) director for a term of three (3) years; and at each annual meeting thereafter the members shall elect the director(s) for a term of three (3) years to fill each expiring term.

Section 3. Removal. Any director may be removed from the Board, with or without cause, by a majority vote of the members of the Association. In the event of death, resignation or removal of a director, his successors shall be selected by the remaining members of the Board and shall serve for the unexpired term of his predecessor.

Section 4. Compensation. No director shall receive compensation for any service he may render to the Association. However, any director may be reimbursed for his actual expenses incurred in the performance of his duties.

Section 5. Action Taken Without a Meeting. The directors shall have the right to take action in the absence of a meeting which they could take at a meeting by obtaining the written approval of all the directors. Any action so approved shall have the same effect as though taken at a meeting of the directors.

ARTICLE VI

MEETING OF DIRECTORS

Section 1. Regular Meetings. Regular meetings of the Board of Directors shall be held quarterly without notice, at such place and hour as may be fixed from time to time by resolution of the Board. Should said meeting fall upon a legal holiday, that meeting shall be held at the same time on the next day which is not a legal holiday.

Section 2. Special Meetings. Special meetings of the Board of Directors shall be held when called by the president of the Association, or by any two directors, after not less than three (3) days notice to each director.

Section 3. Quorum. A majority of the number of directors shall constitute a quorum for the transaction of business. Every act or decision done or made by a majority of the directors present at a duly held meeting at which a quorum is present shall be regarded as the act of the Board.

ARTICLE VII

NOMINATION AND ELECTION OF DIRECTORS

Section 1. Nomination. Nomination for election to the Board of Directors shall be made by a Nominating Committee. Nominations may also be made from the floor at the annual meeting. The Nominating Committee shall consist of a Chairman, who shall be a member of the Board of Directors, and two or more members of the Association. The Nominating Committee shall be appointed by the Board of Directors prior to each annual meeting of the members, to serve from the close of such annual meeting until the next annual meeting and such appointment shall be announced at each annual meeting. The Nominating Committee shall make as many nominations for election to the Board of Directors as it shall in its discretion determine, but not less than the number of vacancies that are to be filled. Such nominations shall be made from among members in good standing only.

Section 2. Election. Election to the Board of Directors shall be by secret written ballot cast at the annual meeting. At such election, the members of their proxies may cast, in respect to each vacancy, as many votes as they are entitled to exercise under the provisions of the Declaration. The persons receiving the largest number of votes shall be elected. Cumulative voting is not permitted.

ARTICLE VIII

POWERS AND DUTIES OF THE BOARD OF DIRECTORS

Section 1. Powers. The Board of Directors shall have the power:

- (a) To adopt and publish rules and regulations governing the use of the Common Area and facilities, and the personal conduct of the members and their guests thereon, and to establish penalties for the infraction thereof;
- (b) To exercise for the Association all power, duties and authority vested in or delegated to this Association and are not reserved to the membership by other provisions of these By-Laws, the Articles of Incorporation of the Declaration;
- (c) To declare the office of a member of the Board of Directors to be vacant in the event such member shall be absent from three (3) consecutive regular meetings of the Board of Directors without just cause having been furnished to and accepted by the Board;

(d) To establish, and disburse and maintain such petty cash fund as necessary for efficiently carrying on the business of the Association; and

(e) To engage the services of a manager, an independent contractor, or such employees as it deems necessary, and to prescribe the conditions, compensation and duties of their work. Such power shall include authority to enter into management agreements with other parties to manage, operate or perform all or any part of the affairs and business of the Association.

(f) Each Board Member shall be authorized to co-sign checks with the Treasurer.

Section 2. Duties. It shall be the duty of the Board of Directors:

(a) To cause to be kept a complete record of all its acts and corporate affairs and to present a statement thereof to the members at the annual meeting of the members or at any special meeting, when such statement is requested in writing by twenty-five percent (25%) of the members who are entitled to vote;

(b) To supervise all officers, agents and employees of this Association, and to see that their duties are properly performed;

(c) As more fully provided herein, and in the Declaration:

(1) To fix the amount of the annual assessment against each Lot at least thirty (30) days in advance of each annual assessment period, as hereinafter provided in Article XII, and

(2) To send written notice of each assessment to every Owner subject thereto at least thirty (30) days in advance of each annual assessment period;

(d) To issue, or to cause an appropriate officer to issue, upon demand by any person, a certificate setting forth whether any assessment has been paid. A reasonable charge may be made by the Board of Directors for the issuance of these certificates. Such certificates shall be conclusive evidence of any assessment therein stated to have been paid;

(e) To procure and maintain adequate liability and hazard insurance on property owned by the Association:

(f) To cause all officers, employees or agents, having fiscal responsibility to be bonded, as it may deem appropriate; and

(g) To cause the Common Area to be Maintained.

ARTICLE IX

COMMITTEES

Section 1. The Association shall appoint an Architectural Control committee, as provided in the Declaration, and a Nominating Committee, as provided in these By-Laws. In addition, the Board of Directors may appoint other committees as deemed appropriate in carrying out its purposes, which may include for example, but not by way of limitation, the following:

- (a) A Recreation Committee to advise the Board of Directors on all matters pertaining to the recreational program and activities of the Association and to perform other such functions as the Board in its discretion determines;
- (b) A Maintenance Committee to advise the Board of Directors on all matters pertaining to the maintenance, repair or improvement of the Properties, and to perform such other functions as the Board in its discretion determines;
- (c) A Publicity Committee to inform the members of all activities and functions of the Association and after consulting with the Board of Directors, to make such public releases and announcements as are in the best interest of the Association, and
- (d) An Audit Committee to supervise the annual audit of the Association's books and approve the annual budget and statement of income and expenditures to be presented to the membership at its annual meeting, as provided in Article XI, Section 8(d). The Treasurer shall be an ex-officio member of this committee when formed.

Section 2. It shall be a function of each committee to receive complaints from members on any matter involving Association duties and activities within its field of responsibility. It shall dispose of such complaints as it deems appropriate or refer them to such other committee, director or officer of the Association as is further concerned with the matter presented.

ARTICLE X

MEETINGS OF MEMBERS

Section 1. Annual Meetings. The first annual meeting of the members shall be held within one year from the date of incorporation of the Association. Annual meetings of the members shall be held on the second Thursday of the month of July at 7:00 p.m. provided that the Board of Directors may upon written notice to the members at least ten (10) days prior to the regular annual meeting date schedule the

annual meeting date for a date not more than fourteen (14) days subsequent to the regular annual meeting date. If the day of the annual meeting of the members is a legal holiday, the meeting will be held at the same hour, on the same day of the following week which is not a legal holiday.

Section 2. Special Meetings. Special meetings of the members may be called at any time by the president or by the Board of Directors, or upon written request of twenty-five percent (25%) of the members who are entitled to vote.

Section 3. Notice of Meetings. Except as otherwise provided in the Articles of Incorporation, the Declaration, or these By-Laws, written notice of any meeting called for the purpose of taking any action authorized herein shall be sent to all members, or delivered to their residences, no less than thirty (30) days nor more than sixty (60) days in advance of the meeting. Such notice shall specify the place, day and hour of the meeting and, in the case of a special meeting, the purpose of the meeting.

Section 4. Quorum. The presence at the meeting of the members or of proxies entitled to cast, twenty-five percent (25%) of the membership votes shall constitute a quorum. If the required quorum is not present at any meeting, another meeting may be called, subject to the notice requirement set forth above. No such meeting shall be held more than sixty (60) days following the preceding meeting. In the event that voters constituting the required quorum are not present in person or by proxy, at the second meeting, members not present may give their written consent to the action taken thereat, in the following manner: The secretary shall ensure that the minutes of said meeting must be approved, and signed, by the number of members equal to that of a quorum. This action must be accomplished within seven (7) days after the adjournment of the meeting.

Section 5. Proxies. At all meetings of members, each member may vote in person or by proxy. All proxies shall be in writing and filed with the secretary. Every proxy shall be revocable and shall automatically cease upon conveyance by the member of his Lot.

ARTICLE XI

OFFICERS AND THEIR DUTIES

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

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

Section 3. Term. The officers of this Association shall be elected annually by the Board and shall hold office for one (1) year unless he shall sooner resign, or shall be removed, or otherwise

disqualified to serve.

Section 4. Special Appointments. The Board may elect such other officers as the affairs of the Association may require, each of whom shall hold office for such period, have such authority, and perform such duties as the Board may, from time to time, determine.

Section 5. Resignation and Removal. Any officer may be removed from office with or without cause by the Board. Any officer may resign at any time by giving notice to the Board, the president or the secretary. Such resignation shall take effect on the date of receipt of such notice or at any later time specified therein; the acceptance of such resignation shall not be necessary to make it effective.

Section 6. Vacancies. A vacancy in any office may be filled in the manner prescribed for regular election. The officer elected to such vacancy shall serve for the remainder of the term of the officer he replaces.

Section 7. Multiple Offices. The offices of secretary and treasurer may be held by the same person. No person shall simultaneously hold more than one of any the other offices except in case of special offices created pursuant to Section 4 of this Article.

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

President

(a) The president shall preside at all meetings of the Board of Directors; shall see that orders and resolutions of the Board are carried out, shall sign all leases, mortgages, deeds, and other written instruments and shall co-sign all promissory notes; and shall exercise and discharge such other duties as may be authorized by the Board.

Vice-President

(b) The vice-president shall act in the place and stead of the president in the event of his absence, inability or refusal to act, and shall exercise and discharge such other duties as may be authorized by the Board.

Secretary

(c) The secretary shall record the votes and keep the minutes of all meetings and proceedings of the Board and of the members; keep the corporate seal of the Association and affix it on all papers requiring said seal; serve notice of meetings of the Board and of the members; keep appropriate current records showing the members of the Association

together with their addresses, and shall exercise and discharge such other duties as may be authorized by the Board.

Treasurer

(d) The treasurer shall receive and deposit in appropriate bank accounts all monies of the Association and shall disburse such funds as directed by resolution of the Board of Directors; shall sign all checks in the amounts of less than \$500.00, co-sign checks exceeding \$500.00, and promissory notes of the Association; keep proper books of account; cause an annual audit of the Association books to be made at the completion of each fiscal year; and shall prepare an annual budget and a statement of income and expenditures to be presented to the membership at its regular annual meeting and deliver a copy to the members; and shall exercise and discharge such other duties as may be authorized by the Board.

ARTICLE XII

ASSESSMENTS

Section 1. Creation of the Lien and Personal Obligation of Assessments. By the Declaration each member is deemed to covenant and agree to pay to the Association: (1) annual assessment charges, and (2) special assessments for capital improvements. The annual and special assessments, together with such interest thereon and costs of collection thereof, as hereinafter provided, shall be a charge on the land and shall be a continuing lien upon the property against which each such assessment is made. Each such assessment, together with such interest, costs and reasonable attorney's fees shall also be the personal obligation of the person who was the Owner of such property at the time assessment fell due and shall not pass to his successors in title unless expressly assumed by them.

Section 2. Purpose of Assessments. The assessments levied by the Association shall be used exclusively for the purpose of promoting the recreation, health, safety and welfare of the residents in the Properties and for the improvement and maintenance of the Common Area owned by the Association and areas affecting the houses situated upon the Properties.

Section 3. Basis and Maximum of Annual Assessments. Until January 1st of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment shall be \$240 per Lot.

- (a) From and after January 1st of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment may be increased each year

not more than 10% above the maximum assessment for the previous year without a vote of the membership.

- (b) From and after January 1st of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment may be increased above 10% by a vote of seventy-five percent (75%) of the members who are entitled to vote, who are voting in person or by proxy at a meeting called for this purpose. Written notice of such meeting shall be mailed to all members not less than 30 days nor more than 60 days in advance of the meeting setting forth the purpose of the meeting. The limitations hereof shall not apply to any change in the maximum and basis of the assessments undertaken as an incident to a merger or consolidation in which the Association is authorized to participate under its Articles of Incorporation.
- (c) After consideration of current maintenance costs and future needs of the Association, the Board of Directors may levy the annual assessment at an amount not in excess of the maximum.

Section 4. Special Assessments for Capital Improvements. In addition to the annual assessments authorized above, the Association may levy in any assessment year, special assessments as provided by the Declaration.

Section 5. Exempt Property. All properties dedicated to and accepted by a local public authority; and all property designated as Common Area; and all properties owned by a charitable or non-profit organization are exempt from the assessment created herein. However, no land or improvements devoted to dwelling use shall be exempt from said assessments.

ARTICLE XIII

BOOKS AND RECORDS

The books, records and papers of the Association shall at all times, during reasonable business hours, be subject to inspection by any member. The Declaration, the Articles of Incorporation and the By-Laws of the Association shall be available for inspection by any members at the principal office of the Association, where copies may be purchased at reasonable cost.

ARTICLE XIV

CORPORATE SEAL

The Association shall have a seal in circular form having within its circumference the words: Ridgepointe Homeowners Association, Inc.

ARTICLE XV

FISCAL YEAR

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

ARTICLE XVI

ENFORCEMENT AND FINING POLICY

Section 1. Establishment and Report of Violation(s)

- (a) Any condition, use or activity which does not comply with the provisions of the Declaration, By-laws or other rules and regulations of Ridgepointe Homeowners Association, shall constitute a “violation” under this article.
- (b) The alleged violation(s) will be verified by an on-site observation conducted by a Board member, or delegate of the Board.

Section 2. Process of Notification

- (a) **Initial notification of a violation(s).** Prior to imposition of a fine, or formal notice, the Board or Compliance Committee Chairperson, shall notify the Member, in writing by first class mail, of the violation(s); affording the Member an opportunity to correct said violation(s). This notification shall include the nature, description and location of the violation(s) (citing by provision of the Declaration, By-laws or applicable rules) which establishes the condition or activity that constitutes a violation(s).
- (b) **Reminder notification of a violation(s).** If deemed appropriate by the Board or Compliance Committee Chairperson, a reminder, in writing by first class mail shall

again notify the Member of the violation(s) requesting correction, elimination, or written response as to when (specific date) the violation(s) will be corrected or eliminated. This notification shall include the nature, description and location of the violation(s) (citing the provision of the Declaration, By-laws or applicable rules) which establishes the condition or activity that constitutes a violation(s).

- (c) **Formal Notification of a violation(s).** Within ten (10) days after reminder notice has been sent; and the Member has not replied, the Board shall notify the Member, by first-class mail, return receipt, of the violation(s). This notification shall include the nature, description and location of the violation(s) (citing the provision of the Declaration, By-laws or applicable rules) which constitutes a violation(s).
- (i) A member shall have ten (10) days after receipt of the formal notification to correct said violation(s) with no further action to be taken.
 - (ii) A provision whereby the Member may, within ten (10) days after receipt of the said notice, deliver to the Board a written response (Notice of Intended Correction) in which the Member commits to correct the violation(s) within twenty (20) days after the date of the Notice of Intended Correction.
 - (iii) A statement that failure to comply with the above procedures will result in a fine being imposed, and that voting rights will be suspended; and if not paid by the due date, the fine and other related fees will be applied to the Members annual assessment obligation.

Section 3. Notice of Fine Application. When the Board has observed that the violation(s) has not been corrected within the specified period of time contained in the previous notices, the Member shall be notified by first-class mail, return receipt, that a fine is being imposed, and that voting rights are suspended; and, if not paid by the due date, the fine and other related fees will be applied to the Members annual assessment obligation.

- (a) This notification shall include the effective date of suspension of voting rights; and the date and amount of the assessed fine.
- (b) A statement that the Member may appeal application of the fine, via a written request for a hearing, to the Board of Directors within ten (10) days after receipt of the notification of the imposition of the fine.

Section 4. Computation of Time for Notice. Any written notice/reply/correspondence required by this policy shall be deemed given or delivered upon deposit of the notice/reply/correspondence in a postpaid, properly addressed envelope into the care and custody of the United States Postal Service.

Section 5. Appeal of Imposed Fine. If a Member requests a hearing, as provided by this article, the hearing shall be held in executive session of the Board affording the Member a reasonable opportunity to be heard.

- (a) The Board shall convene, for the purpose of the requested hearing, within thirty (30) days of receipt of the request by the Member.
- (b) The Member shall be given five (5) days written notification, by first class mail, return receipt, of the date, time and location of the meeting.
- (c) The minutes of the meeting/hearing shall include a written statement of the Members reason for non-compliance, the results of the hearing and the action taken, if any, by the Board.
- (d) Within ten (10) days after the appeal hearing, the Board shall notify the Member, in writing, by first-class mail, return receipt, of the results of the hearing.

Section 6. Fines and Other Fees. Fines are imposed against a Members Lot and become the obligation of the owner of such Lot, enforceable as a special individual assessment.

- (a) The imposition of fines per incident will be on the following basis.
 - (i) First Violation: \$25 per incident.
 - (ii) Additional Violations: Double for every subsequent inspection where the violation has not been corrected. The maximum limit per violation is \$2,000. The maximum limit does not apply to late charges.
 - (iii) Aggregate limit: There is no limit to the number of fine applications for separate violations.
- (b) Payment of fines imposed by the Board shall be due within ten (10) days of application of the fine.
 - (i) If the Member fails to pay the fine within the ten (10) days, a late charge of \$25.00 shall be imposed plus a charge of \$5.00 per day thereafter until the fine is paid.
 - (ii) Or, if a Member appeals the assessment of a fine and after the hearing, the Board upholds the fine for the violation; payment of the fine shall be due within ten (10) days of receipt of the hearing decision. If the Member fails to pay the fine within the ten (10) days, a late charge of \$25.00 shall be imposed plus a charge of \$5.00 per day thereafter until the fine is paid.

- (c) Any administrative and/or legal fees and related charges incurred by the Association to enforce a Members compliance with the Associations Declaration, By-laws or other rules and regulations, including the administration of this Article as to a particular violation, shall become part of the violating Members assessment obligation. The imposition of fines will be in addition to and not exclusive of any other rights or remedies of the Association as created by the Declaration or this Article of the By-laws.
- (d) If a Member fails to pay all costs and fines under this Article, such costs and fines, if not paid upon demand, may be referred to legal counsel for collection. To secure payment of costs and fines, enforceable as a special individual assessment, the Association reserves an assessment lien against the Members Lot pursuant to Article XII of the By-laws. The assessment lien is not extinguished by sale or transfer of the property.
- (e) Notwithstanding the imposition of any fine, if a Violation continues uncorrected, the Board reserves the right in its sole discretion to seek any and all remedies at law or equity for enforcement and/or compliance.
- (f) A Member may correct a violation at any time during the pendency of any procedure prescribed by this Article. Upon verification that the violation has been corrected, the violation will be deemed no longer to exist. Unless proper appeal process is followed and fines removed, or upon written waiver by a majority of the Board, the Member shall remain liable for all costs and fines under this Article.

ARTICLE XVII

AMENDMENTS

Section 1. These By-Laws may be amended, at a regular or special meeting of the members, by a vote of a majority of a quorum of members present or by proxy.

Section 2. In the case of any conflict between the Articles of Incorporation and these By-Laws, the Articles shall control; and in the case of any conflict between the Declaration and these By-Laws, the Declaration shall control.

ARTICLE XVIII

GENDER AND GRAMMAR

The singular, wherever used herein, shall be construed to mean the plural when applicable, and necessary grammatical changes required to make the provision hereof apply either to corporations of individuals, men or women, shall in all cases be assumed as though in case fully expressed.

IN WITNESS WHEREOF, we being all the Directors of the Ridgpointe Homeowners Association, Inc. have hereunto set our hands this ____ day of _____, 19__.

President

Vice-President

Secretary/Treasurer

THE STATE OF TEXAS §
 §
COUNTY OF DENTON §

I, the undersigned authority, a Notary Public in and for said County and State, do hereby certify that on this day, the ____ day of _____, _____, personally appeared before me _____, _____, and _____, _____, and _____ who, each being by me first duly sworn, each personally declared that he is on the persons who signed the foregoing document as a member of the Board of Directors, and that the above is a true and correct statement of the By-Laws adopted by said Board.

IN WITNESS WHEREOF, I have hereunto set my hand and seal the day first above written.

Notary Public in and for The State of Texas

CERTIFICATION

I, the undersigned do hereby certify:

That I am the duly elected and acting Secretary of the Ridgepointe Homeowners Association, Inc., a Texas non-profit corporation, and that the foregoing By-Laws constitute the original By-Laws of the said Association, as duly adopted at a meeting of the Board of Directors thereof, held on the ____ day of _____, _____.

IN WITNESS WHEREOF, I have hereunto set my hand and seal this ____ day of _____, 19__.

Secretary