

**AMENDED AND RESTATED  
BYLAWS OF THE  
RETREAT AT FIREWHEEL ESTATES**

This version of the Bylaws has been reviewed and approved by the residents of the Retreat At Firewheel Estates and the Association Board of Directors. This version, of the date signed below, supersedes all prior versions.



**For The Association:**

**President:** HE Hammons

**Date:** Dec 15, 2008

**Filed For Record:**

**Collin County**

**Notary:** Michele J. Terry

**Date:** 15 Dec 08

**Date:** 15 Dec 08



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**AMENDED AND RESTATED  
BYLAWS OF THE  
RETREAT AT FIREWHEEL ESTATES HOMEOWNERS ASSOCIATION, INC.**

**INTRODUCTION RECITALS**

*WHEREAS*, Article XVI, Section 1 of the Bylaws of the Retreat at Firewheel Estates Homeowners' Association, Inc. (the "Original Bylaws") provides that the Bylaws may be amended at a regular or special meeting of the members, by a vote of a majority in the aggregate, of a quorum of members present; and

*WHEREAS*, on the \_\_\_\_ day of \_\_\_\_\_, 2008 a meeting of the members of the Association (the "meeting was held in accordance with the Original Bylaws of the Association and at such Meeting, a certain restatement of and amendments to the Original Bylaws were proposed to the Members to be considered and votes upon; and

*WHEREAS*, the restatement of and amendments to the Original Bylaws, as set forth hereinafter with specificity, were approved by the holders of at least fifty-one percent (51%) of the members represented at the Meeting.

*THEREFORE*, the Original Bylaws of the Association are hereby amended and restated as follows;

**ARTICLE I            DEFINITIONS**

- "Covenants"            Shall mean and refer to the Declaration of Covenants, Conditions and Restrictions for the Retreat at Firewheel Estates, and any amendments and restatements thereof or supplements thereto made in accordance with its terms.
- "Bylaws"                Shall mean and refer to the Bylaws for the Retreat at Firewheel Estates and any amendments, or further restatements thereof, made in accordance with its terms.
- "Association"           Shall mean and refer to the Retreat at Firewheel Estates Homeowners' Association, Inc., a Texas not-for-profit corporation.
- "Properties"             Shall mean and refer to the real property recorded in the subdivision map of the Property, and such additions thereto as may be brought within the jurisdiction of the Association and be made subject to the Covenants.
- "Common Areas"        Shall mean and refer to:
- (a)    The wall(s), perimeter fences, and columns and landscaping, as shown on the recorded subdivision map of the Property;
  - (b)    The streets, parkways, and entry area with gate house;
  - (c)    Any and all public right-of-way lands for which the City of Garland has required that the Association expend private, non-reimbursable time and monies to care for and maintain, such as but not limited to: streets, street medians, streetscape; and
  - (d)    Any and all facilities provided by the Association to or for the benefit of the local police, fire and similar governmental departments for which no reimbursement via public funds is requested or anticipated.
- "Lot"                     Shall mean and refer to any plot of land indicated upon the recorded subdivision map of the Property creating single-family home sites with the exception of the Common Area and areas deeded to a governmental authority or utility, together with all improvements thereon.
- "Unit"                    Shall mean and refer to any residential dwelling situated upon any Lot.
- "Resident"              Shall mean and refer to the owner of record, whether one or more persons or entities, of a fee simple title to any Lot.
- "Board of Directors"   Shall mean and refer to those individuals duly elected or appointed to serve the community for the purpose of implementing the Covenants and Bylaws.
- "Officers"                Shall mean and refer to those individuals duly elected by the Board of Directors to assist in the operation of the Association.
- "Committees"           Shall mean and refer to groups of residents appointed to manage specific elements of the operation of the Association.
- "Shall"                   Shall mean and refer to a mandatory condition.
- "Should"                 Shall mean and refer to a non-mandatory condition that is desirable.

**ARTICLE II HOMEOWNERS ASSOCIATION, INC.****Section 1. Association Purpose**

The Residents have established the Homeowners' Association in order to promote a community that is attractive, well maintained, and a desirable place to live without undue infringement on personal ownership rights.

These Bylaws establish principles and rules to guide the Association in administering the Covenants.

**Section 2. Annual Meetings**

Annual meetings of the members shall be held in January of each year, on the day and at the hour reasonably designated by the Board of Directors.

**Section 3. 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 the members who are entitled to vote one-fifth (1/5) of all of the votes of the entire membership.

**Section 4. Notice Of Meetings**

Notice of any meeting called for the purpose of taking actions with regard to the operation of the Association shall be sent to all members, or delivered to their residences, not less than thirty (30) days nor more than sixty (60) days in advance of the meeting.

**Section 5. Quorum**

A majority of eligible members either in person or by Directed proxy shall constitute a quorum.

If the required quorum is not present, subsequent meetings may be called subject to the same notice requirement, and the required quorum at such subsequent meeting shall be two-thirds (2/3) of the quorum requirement for such prior meeting.

The Association may call as many subsequent meetings as may be required to achieve a quorum with the quorum requirement being reduced for each such meeting in accordance with the provisions of the preceding sentence.

No such subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

**Section 6. Proxies**

At all meetings of members, each member may vote in person or by directed proxy.

A directed proxy shall include all items being voted on and shall enable the member to vote his preference with regard to each item separately or to assign his rights to a member of the association specified on the directed proxy.

The directed proxy form included in Appendix A shall be used as a guide for format and content.

All proxies shall be in writing and filed with the association secretary or the property management agent at least one (1) day prior to any election.

Proxies filed with the association secretary or the property management firm shall not be opened until the votes are counted at the meeting.

Every directed proxy shall be revocable and shall automatically cease upon conveyance by the member of his vote in attendance at a meeting.

**Section 7. Vote Process**

A directed proxy listing all items to be voted on shall be sent to the residents at least 30 days prior to the meeting at which such items will be voted upon.

The members, either in person or by their directed proxy, may cast one vote per household with respect to each issue submitted for vote.

Any issue presented for approval by vote of the Association must have a majority of the quorum in favor to be approved.

**Section 8. Vote Validation**

Any member may request an independent validation of the results of any vote, including proxies, provided the request is made in writing to the board not later than 5 days following the announcement of the results of an election.

The validation, if requested, must be completed within 15 days of the request and be made available to all members before the results of the election are declared official.

Any costs incurred as a result of the validation process shall be incurred by the association.

**ARTICLE III        BOARD OF DIRECTORS****Section 1.        Number**

A Board of five (5) Directors shall manage the affairs of the Association.

All members of the Board shall be members of the Association.

**Section 2.        Nomination**

The Board of Directors shall appoint the Nominating Committee at least 60 days prior to each annual meeting of the members.

A Nominating Committee shall make nomination(s) for election to the Board of Directors. Nominations may also be made from the floor at the annual meeting.

The Nominating Committee shall consist of a Chairman, who shall be a current member of the Board of Directors, and three or more members of the Association.

The Nominating Committee shall solicit volunteers from the residents to serve in any available positions.

Volunteers shall submit a written statement indicating their interest, willingness to serve, and a summary of their qualifications.

The Nominating Committee shall make available to the residents a list of the present vacancies and statements from the volunteers to enable the residents to review the candidates at least 30 days prior to the annual meeting.

**Section 3.        Election**

Election to the Board of Directors shall be by directed proxy or ballot cast at the annual meeting.

In the event that more than one vacancy is being filled, the persons receiving the largest number of votes shall be elected.

In the event of a tie, a runoff election between the tied candidates shall be held immediately at the same meeting. The results of the votes cast by the members in attendance at the meeting shall determine the person elected.

**Section 4.        Term**

Members of the Board shall serve for a maximum of three (3) years without standing for reelection.

**Section 5.        Resignation And Removal – Board Member**

Any Board member may resign at any time by giving written notice to the Board, the President, or the Secretary. Such resignation shall take effect on the date of receipt of such notice or at any later time specified therein.

Any Board member may be removed from the Board with or without cause by a majority vote of the quorum of the membership at a Special Meeting called for that purpose.

**Section 6. Vacancy – Board Member**

In the event of resignation or removal of a director, his successor shall be selected by the remaining members of the Board and shall serve for the un-expired term of his predecessor.

**Section 7. Compensation**

No director shall receive compensation, directly or indirectly, 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.

**ARTICLE IV MEETINGS OF DIRECTORS****Section 1. Regular Meetings**

Meetings of the Board of Directors shall be held without notice, at such place (or by telephonic conference) and hour as may be fixed from time to time by resolution of the Board.

**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 (2) directors, after not less than three (3) days notice to each director.

**Section 3. Meetings Requested By Members**

Any member or group of members may request a meeting with the Board of Directors at a time and place convenient to both the Board and Members for the purpose of discussion of topics concerning the Association.

**Section 4. Quorum Of The Board**

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.

**Section 5. Absence From Duty**

The board may 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.

**Section 6. Action Taken Without A Meeting**

The directors shall have the right to take action in the absence of a meeting by obtaining approval of all the directors.

Any action so approved shall have the same effect as though taken at a meeting of the directors.

**ARTICLE V            OFFICERS AND THEIR DUTIES**

**Section 1.    Enumeration Of Officers**

The officers of this Association shall be a president, vice president, and treasurer who shall at all times be members of the Board of Directors.

There shall also be a secretary who may or may not be a member of the Board.

All officers of the association must be residents.

**Section 2.    Election Of Officers**

The election of officers shall take place at the 1<sup>st</sup> meeting of the Board following each annual meeting of members.

Officers shall be elected by a majority vote of the Board.

**Section 3.    Special Appointments**

The Board may appoint such other advisors as the affairs of the Association may require, each of whom shall serve, have such authority, and perform such duties as the Board may determine.

**Section 4.    Resignation And Removal - Officer**

Any officer may resign from office at any time by giving written notice to the Board, the president or the secretary.

Such resignation shall take effect on the date of receipt of such notice or at any later time specified therein.

The Board may remove any Officer from office with or without cause by majority vote of the Board.

**Section 5.    Vacancy - Officer**

A vacancy in any office shall be filled by Board election from existing members of the Board.

The officer elected to such vacancy shall serve until the first meeting of the Board following the annual meeting of the members.

**Section 6. Officer Duties**

The duties of the officers are as follows:

- (a) The President shall:
  - (i) Preside at all meetings of the Board;
  - (ii) See that orders and resolutions of the Board are carried out;
  - (iii) Sign all leases, mortgages, deeds, and other written instruments; and
  - (iv) Preside over all checks and promissory notes.
- (b) The Vice-President shall:
  - (i) Act in the place and stead of the President in the event of his absence, inability or refusal to act; and
  - (ii) Exercise and discharge such other duties as may be required of him by the Board.
- (c) The Treasurer shall:
  - (i) Receive and deposit in appropriate bank accounts all monies of the Association
  - (ii) Disburse such funds as directed by resolution of the Board;
  - (iii) Keep proper books of account;
  - (iv) Cause the annual report of the Association books to be made at the completion of each fiscal year;
  - (v) Retain the annual reports for a minimum of three (3) years; and
  - (vi) Prepare an annual budget and a statement of income and expenditures to be presented to the membership at its regular annual meeting and make a copy available to the members.
- (d) The Secretary shall:
  - (i) Record the votes and keep the minutes of all meetings and proceedings of the Board and of the members;
  - (ii) Serve notice of meetings of the Board and of the members;
  - (iii) Keep appropriate current records showing the members of the Association together with their addresses; and
  - (iv) Perform such other duties as required by the Board.

**ARTICLE VI COMMITTEES****Section 1. Committee Charter**

It shall be a function of each committee to act on behalf of the association for the purposes specific to each committee's charter as defined herein. In this role, the committee shall be charged with development of policy, execution of tasks related to its field of responsibility, and to work with the Board of Directors to implement the intent of the Covenants.

The committee shall also receive suggestions from members on any matter involving Association duties and activities within its field of responsibility. It shall dispose of any such suggestion, as it deems appropriate or refer it to such other committee, director, or officer of the Association as is further concerned with the matter presented.

**Section 2. Committee Types**

The Board of Directors may appoint committees as it deems appropriate, which may include for example, but not by way of limitation, the following:

- (a) A Nominating Committee to propose potential members of the Board for election as provided in these Bylaws;
- (b) A Recreation Committee to address matters pertaining to recreational program and activities of the Association;
- (c) A Maintenance Committee to address matters pertaining to maintenance, repair, and improvement of the Common Areas;
- (d) A Security Committee to address matters pertaining to the safety and security concerns in the community;
- (e) A Covenants and Bylaws Committee to make to draft and propose revisions to Association documentation and advise the Board with regard to policies;
- (f) A Publicity Committee to inform the members of all activities and functions of the Association. This committee will also make public releases and announcements as requested by the Board;
- (g) A Financial Committee to supervise the annual review of the Association's books and provide comment on the annual budget and statement of income and expenditures to be presented to the membership at its annual meeting.

The Treasurer shall be an ex-officio member of this committee when formed; and

- (h) An Architectural Review Committee to review the planning of new homes and ensure compliance with the Covenants, review planning for secondary improvements, and promulgate neighborhood maintenance bulletins.

Membership on a committee shall be open to any resident desiring to contribute to said committee.

**ARTICLE VII ARCHITECTURAL REVIEW****Section 1. Architectural Review Committee - Purpose**

The Architectural Review Committee (ARC) shall use its best efforts to promote and ensure a high level of taste, design, quality, and harmony throughout the Property.

**Section 2. ARC - Composition**

The ARC shall be composed of a minimum of three (3) members of the Association selected and appointed by the Board of Directors.

Each ARC member shall be generally familiar with residential and community development design matters and knowledgeable of the Association's concern for a high level of taste and design standards within the Property.

**Section 3. ARC - Support And Funding**

The ARC, following Board approval, may seek and obtain professional advice and counsel (including, but not limited to architects, attorneys, designers, engineers and landscape technicians) in connection with the performance of its duties.

The Association shall reimburse costs and expenses only for items approved by the Board prior to expenditure.

**Section 4. New Construction – Plan Approval**

The ARC is authorized to consider, review, and approve all aspects of new home construction.

Final plans, specifications and surveys shall be submitted in duplicate to the ARC for approval or disapproval. The ARC is authorized to request the submission of samples of proposed construction materials.

At such time as the plans, specifications and surveys meet the approval of the ARC, one complete set of plans, specifications and surveys will be retained by the ARC and the other complete set will be marked "For Board Approval" and forwarded to the Board for final approval.

If the Board approves the final plans, a copy will be marked "Board Approved" and returned to the Owner or his designated representative.

Any modification or change to the approved set of plans, specifications and surveys must be submitted to the ARC and Board for its inspection and approval.

If found not to be in compliance with the Covenants, one set of such plans, specifications and surveys shall be returned "Disapproved," accompanied by a statement of items found not to comply with the Covenants.

If, in the reasonable opinion of the ARC, the plans for new construction adversely affect the living enjoyment of one or more Owners or the general value of the Property, the Committee may recommend rejection of the plans for construction to the Board.

If rejected due to the reasonable opinion of the ARC and Board, one set of such plans, specifications and surveys shall be returned "Disapproved," accompanied by a statement of items found not to be acceptable.

The approval process shall be completed in four (4) weeks or less from the date of submission or a letter shall be sent to the requestor detailing the need for an extension of the review process.

If the plans and specifications have not been reviewed and returned to the owner, or an extension requested, within four (4) weeks of the date of submission, approval shall be deemed to be given.

#### **Section 5. Secondary Improvements**

Any new construction of:

- (a) An addition to the existing building which changes the exterior appearance;
- (b) A detached building; or
- (c) A fence, or wall

as described in the Covenants shall have the plans and specifications approved by the ARC and Board.

The approval process shall be the same process as that for new construction.

Any secondary improvement not approved by the ARC and Board may be subject to rejection and require corrective action accomplished at the owners expense.

If the plans and specifications have not been reviewed and returned to the owner, or an extension requested, within three (3) weeks of the date of submission, approval shall be deemed to be given.

#### **Section 6. Neighborhood Standards - Maintenance**

The Committee may from time to time publish and promulgate neighborhood standards bulletins that have been approved by the Board. These bulletins are intended to provide guidance for the desired maintenance of the property and to promote high standards of neighborhood appearance.

These bulletins shall carry forward the spirit and intention of the Covenants, however, they cannot supercede a requirement of the Covenants.

These bulletins shall be made available to all residents and are intended for guidance. No enforcement actions may be taken in regard to the content of these bulletins.

#### **Section 7. Restrictions On The ARC**

Neither the Board nor the Committee shall have unbridled discretion with respect to taste, design and any standards specified herein.

The Committee shall be responsive to technological advances or general changes in architectural designs and materials and related conditions in future years.

The Committee shall use its best efforts to balance the equities between matters of taste and design with the rights of private property ownership.

**Section 8. Documentation Required**

The ARC shall maintain a record of all requests, the ARC recommendation, and the Board recommendation, whether approved or denied.

Any resident may request and receive a copy of the records for their lot or a complete set of all lots without restriction.

**ARTICLE VIII ENFORCEMENT ACTIONS****Section 1. Informal Communication With Regard To A Violation**

Any condition, use, or activity, which does not comply with the provisions of the Covenants, shall constitute a violation.

The Board shall attempt to contact a member to allow them to resolve the issue before preparation of a violation report.

If contacted by a Board member, the member shall document the contact and result.

**Section 2. Violation Report**

The existence of a violation shall be documented by a violation report, illustrated in Appendix B, which includes the following information as a minimum:

- (a) Identification of the nature and description of the violation(s);
- (b) Identification of the street address of the lot on which the violation exists;
- (c) Identification of the authority establishing that the violations exist (e.g. paragraph of the Covenants cited);
- (d) Requested corrective action;
- (e) Date of the observation and name of the person making the observation.
- (f) Date by which corrective action must be completed to avert a fine.
- (g) Description of punitive action to be taken such as a fine amount, restrictions of rights, etc. if corrective actions are not made.

This same report will be updated upon completion of corrective actions and a copy sent to the Board and to the owner. The update will include:

- (h) Verification of corrective action by observation;
- (i) Name of Board member or Committee member making the observation;
- (j) Date of observation
- (k) Statement indicating that no further corrective actions are required with regard to this violation.

**Section 3. Required Notice**

Before the rights of a resident may be suspended to use the common areas, vote, or be issued a charge or a fine, the Board must provide the owner with a written violation report via certified mail with return receipt requested.

This violation report must:

- (a) Describe the violation as defined herein under the violation report definition; and
- (b) Inform the owner that the owner:
  - (i) Is entitled to a reasonable period to cure the violation and avoid the fine or suspension unless the owner was given notice and a reasonable opportunity to cure a similar violation within the preceding six month period;
  - (ii) May request a hearing with the Board or a committee appointed by the Board for this purpose, on or before the 30<sup>th</sup> day after the date the owner receives the notice; and
  - (iii) If the hearing is held before a committee, the owner has a right to appeal the committee's decision to the Board.

**Section 4. Hearing Before the Board / Alternative Dispute Resolution**

The owner may request a hearing with the Board or a committee appointed by the Board for this purpose, to discuss and verify facts of the notice.

This request for hearing must be submitted within 30 days of receipt of the notice and be submitted to the board in writing.

If the request is for a hearing with a committee, the committee's decision at that hearing may be appealed to the Board in writing at the owner's discretion.

The Board, or a committee if formed, shall hold the requested hearing not later than 30 days after receipt of the owners request for a hearing and shall notify the owner of the date, time and place of the hearing not later than the 10<sup>th</sup> day before the date of the hearing.

The board, the committee, or the owner may request a postponement, and, if requested, a postponement shall be granted for a period of not more than 10 days.

Additional postponements may be granted by mutual agreement of all parties.

Either the owner or the Association may use alternative dispute resolution services.

**Section 5. Hearing And Required Notice Exceptions**

If the Association files a suit seeking a temporary restraining order, temporary injunctive relief, or files a suit that included foreclosure as a cause of action, the notice and hearing provisions above do not apply.

The notice and hearing provisions do not apply to a temporary suspension of a person's right to use common areas if the temporary suspension is the result of a violation that occurred in a common area and involved a significant and immediate risk of harm to others in the community.

**Section 6. Fines**

The amount of any fine shall be set in their reasonable judgment by the Board and shall be bounded by the following guidance:

- (a) The fine shall not exceed the cost of commercially contracted corrective actions plus;
- (b) Legal fees if any were required to process the violation.

The fine shall not be less than:

- (a) \$75.00 for the first offense;
- (b) \$150.00 for the 2<sup>nd</sup> offense of the same type, and;
- (c) \$200.00 for the 3<sup>rd</sup> and future offenses of the same type.

**ARTICLE IX DOCUMENTATION OF THE ASSOCIATION****Section 1. Records**

The records and papers of the Association shall at all times, during reasonable hours, be subject to inspection by any member.

Attendant to the rights of the members is the right to inspect

The financial records of the Association shall be available for review by any member upon proper notice of fifteen (15) days to the Secretary of the Association.

The Articles of Incorporation, the Covenants, and the Bylaws of the Association shall be available for inspection by any member(s) at the principal office of the Association, where copies may be purchased at reasonable cost.

**Section 2. Amendments**

These Bylaws may be amended by an instrument signed by the President of the Association following approval by two-thirds (2/3) of the eligible members.

However, these Bylaws may be amended without a vote of the association to incorporate a change in the event that these Bylaws do not comply with the laws of the City of Garland, County, State, or Country.

The Board of Directors shall notify all members of the association of any such change as soon as it has been defined.

**Section 3. Conflicts**

In the case of any conflict between the Articles of Incorporation and the Bylaws, the Covenants shall control; and in the case of any conflict between the Covenants and the Bylaws, the Covenants shall control.

**ARTICLE X GRAMMAR AND HEADINGS**

**Section 1. 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 woman, shall in all cases be assumed as though fully expressed.

**Section 2. Headings**

The headings contained herein are for reference purposes only and shall not in any way affect the meaning or interpretation of this Bylaw.

IN WITNESS WHEREOF, we being all the Directors of Retreat at Firewheel Estates Homeowners Association, Inc. have hereunto set our hands effective as \_\_\_\_ day of \_\_\_\_\_,  
\_\_\_\_\_

**APPENDIX A      DIRECTED PROXY BALLOT**

**Directed proxy Ballot**  
**Retreat At Firewheel Estates Homeowners Association, Inc.**  
**Meeting Date – Month, Day, Year**

I, the undersigned, being the record owner of the address identified below and a member in good standing of the Retreat at Firewheel Estates Homeowners Association, Inc., do hereby give and grant to the Association Board of Directors my revocable directed proxy to vote, as directed herein below in my name, place, and stead.

This vote shall be considered in the same manner, to the same extent, and within the same effect as if I was personally present and voted.

The Board of the Retreat has the right and obligation to select the following nominee:

**Board Of Directors (Check Only One Per Opening):**

\_\_\_\_ Nominee Name

\_\_\_\_ Nominee Name

\_\_\_\_ Nominee Name

**Other Ballot Items (Check Only One Vote Per Proposal):**

For \_\_\_\_ Against \_\_\_\_ Proposal 1

For \_\_\_\_ Against \_\_\_\_ Proposal 2

Member: \_\_\_\_\_

Street Address: \_\_\_\_\_

Signature: \_\_\_\_\_

Dated and executed this \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_

Please mail to the Board Secretary or to the management company in a sealed envelope.

Secretary:	Name	Management Company
	Address	Address
	City	City

In order to be counted, this directed proxy must be received at either of the above locations not later than \_\_, \_\_\_\_\_, \_\_\_\_\_.

**APPENDIX B      VIOLATION REPORT**

**Violation Report**

**Retreat At Firewheel Estates Homeowners Association, Inc.**

**Date – Month, Day, Year**

- A. Description of Violation:**  
(Text description of the problem.)
- B. Street Address:**  
(Location of the violation)
- C. Identification of Authority:**  
(Citation of the Covenants / bylaws paragraph violated)
- D. Requested Corrective Action:**  
(Text description of potential actions to be taken.)
- E. Date of Observation / Person Confirming Violation:**  
(Month, Day, Year)  
(Name of authority confirming ie; President)
- F. Corrective Action Implementation Request Date**  
(Month, Day, Year)
- G. Description Of Punitive Action If Not Corrected:**  
(Text description of fine, etc.)

- H. Verification Of Corrective Action:**  
 Issue Corrected: \_\_\_ Yes \_\_\_ No  
 Verified By: \_\_\_\_\_  
 Date: \_\_\_\_\_  
 Any further required actions: \_\_\_\_\_ Yes \_\_\_\_\_ No



20090108000018350 01/08/2009 09:17:02 AM CT 1/27

AFTER RECORDING, PLEASE RETURN TO:

Judd A. Austin, Jr.  
Henry Oddo Austin & Fletcher, P.C.  
1700 Pacific Avenue  
Suite 2700  
Dallas, Texas 75201



CT 200900004891  
27 PGS

**CERTIFICATE AND MEMORANDUM OF RECORDING  
OF ASSOCIATION DOCUMENTS FOR THE RETREAT AT  
FIREWHEEL ESTATES HOMEOWNERS ASSOCIATION, INC.**

STATE OF TEXAS §  
COUNTIES OF COLLIN AND DALLAS §

The undersigned, as attorney for the Retreat at Firewheel Estates Homeowners Association, Inc., for the purpose of complying with Section 202.006 of the Texas Property Code and to provide public notice of the following instruments affecting the owners of property described on Exhibit "B" attached hereto, hereby states that the instrument attached hereto is a true and correct copy of the following:

*Amended and Restated Bylaws of the Retreat at Firewheel Estates* (Exhibit "A"); and

All persons or entities holding an interest in and to any portion of property described on Exhibit "B" attached hereto are subject to the foregoing resolutions and policy.

IN WITNESS WHEREOF, the Retreat at Firewheel Estates Homeowners Association, Inc. has caused this Certificate and Memorandum of Recording of Association documents to be effective as of the date the attachment was executed.

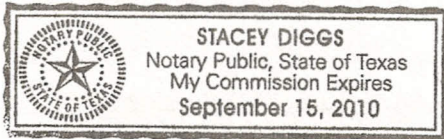
RETREAT AT FIREWHEEL ESTATES  
HOMEOWNERS' ASSOCIATION, INC.

By: J.D.M.L.  
Its: Attorney

STATE OF TEXAS       §  
                                  §  
COUNTY OF DALLAS   §

BEFORE ME, the undersigned Notary Public, on this day personally appeared Thomas L. McCracken, attorney for the Retreat at Firewheel Estates Homeowners Association, Inc., known to me to be the person whose name is subscribed on the foregoing instrument and acknowledged to me that he executed the same for the purposes therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND AFFIRMED SEAL OF OFFICE on this 7<sup>th</sup> day of January, 2009.



Stacey Diggs  
Notary Public, State of Texas