

SHILOH FOREST ESTATES

OWNERS ASSOCIATION, INC.

MANAGEMENT COMPANY:

LONE STAR ASSOCIATION MANAGEMENT, INC.

2500 Legacy Drive

Suite 220

Frisco, Texas 75034

(469) 384-2088

(469) 384-4653 FAX

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I.
WELCOME TO
SHILOH FOREST ESTATES
OWNERS ASSOCIATION, INC.

We're happy to have you as a neighbor and would like to be the first to Welcome You Home!

We are confident that the days and years ahead will be exciting and fulfilling as you enjoy your new home.

As a homeowner, you are automatically a member of the Shiloh Forest Estates Owners Association, Inc. and you will enjoy planned community living at its best. Some of the advantages of choosing a planned community lifestyle include: amenities and services that are shared at a low cost, the enhancement of property values and the enforcement of protective standards.

We are pleased to present you with this "Welcome Package", which has been designed to answer any questions you may have about community association life. It will explain how you may become involved in the day-to-day activities of the community. This welcome package was prepared to make reference information easily accessible. Please take your time to review its contents and keep it handy. In the event that you decide to sell your home, you will want to pass this information along to the new homeowners.

Enclosed in this package are: the Declaration, Bylaws and Articles of Incorporation which define your rights and the rights of your neighbors. Please refer to these documents when questions regarding assessments, voting rights, architectural regulations, annual meetings, insurance requirements and any other community governing concerns arise.

The "Owners Survey Form" is also enclosed in your welcome package and was designed to help us learn a little about you and enables us to maintain efficient record keeping.

Your property manager is available to answer questions relating to common area oversight, deed restriction enforcement, and architectural application.

Your accounting manager is available to answer questions relating to your HOA account, and the association's fiscal operation.

II.
HOMEOWNER'S ASSOCIATION
CONCEPT

The homeowner's association is the cornerstone of a planned residential community. The association gives continuity to the community, preserves architectural integrity and maintains the common properties. In addition, the association promotes the community concept and protects the community's property values. And in many cases, makes available recreational and other facilities that might not otherwise be affordable or available to homeowners and residents. The homeowner's association can be the vehicle for community communication and can protect and maintain the common easements and common services that exist for the benefit of each member of the association.

Automatic and mandatory homeowner's associations are part of the overall concept of residential property ownership. Purchase of the home or lot brings with it membership in the association which provides the structure for operation and management of the residential community concept. Membership includes certain mandatory obligations, financial responsibilities and commitment to abide by the use restrictions and rules of the association.

Members of the homeowner's association have two responsibilities: one to themselves and to their individually owned property, and the other to the association and the community concept. The individual responsibility requires the member to occupy, maintain and use the property in accordance with the restrictive covenants. The collective goal of the members of the homeowners association is to maintain the quality of the property and the lifestyle envisioned by the planned residential development.

III.
BOARD OF DIRECTORS
AND OTHER OFFICERS

Shiloh Forest Estates Owners Association, Inc. acts through its officers and agents. The board of directors makes the policies for the association, but the officers and agents carry out these policies and administrative functions for the community. All of the officers have an affirmative obligation to act with utmost good faith towards the association and cannot deal in the funds of the property of the association to their own advantage.

President: The president assumes general charge of the day-to-day administration of the association. It is generally presumed that he or she will preside at all meetings of the board and the membership. The president will execute contracts, orders and other documents in the name of the association as agent.

Vice President: The vice president is vested with all of the powers which are required to perform the duties of the association president in the absence of the president.

Secretary: The secretary is responsible for keeping and maintaining a record of all meetings of the board and the membership and is the custodian for most of the office records of the association.

Treasurer: The treasurer is the custodian of the funds, securities and financial records of the homeowner's association.

Registered Agent and Office: The registered agent is a ministerial office of the association and it is an office that is required of all corporations by statute. The registered agent receives all formal service of legal papers on behalf of the homeowner's association.

IV.

DECLARATION

DECLARATION

The declaration of covenants, conditions and restrictions is the document or set of documents that establish the formal regulations for all of the property in the residential community. They restrict its use and govern the conduct and activity of its residents. The declaration of covenants and restrictions is the foundation document for the planned and well-ordered residential housing concept. The declaration establishes the basic rights and responsibilities for each owner, resident and guest. The restrictions and covenants grant easements and use rights to owners and guests, they provide services and privileges to residents of the community and they set the standards for maintenance and upkeep of all the property. As a member and owner, each individual must abide by the policies of the association and the conditions imposed by the restrictions.

The declaration of covenants, conditions and restrictions outlines the financial obligations of each owner and the right which each owner has to take in the affairs of the community. The recorded declaration creates the owners association and generally the organizational document of the association is attached as an exhibit or is incorporated by reference.

DECLARATION OF RESTRICTIONS, COVENANTS,
AND CONDITIONS OF SHILOH FOREST , Phase 1+2

THE STATE OF TEXAS }
KNOW ALL MEN BY THESE PRESENTS
COUNTY OF ELLIS }

This Declaration is made this the 10th day of November, 2006, by SHILOH FOREST, L.P., its successors and/or assigns, hereinafter called "Developer". In case of Developer's inability to function, the other principals of Shiloh Forest, L.P. will take its place.

ARTICLE I
Construction of improvements and Use of Lots

Section 1. Special construction Requirements: All homes under construction must have temporary portable potty on site prior to framing. All sites must be graded prior to foundation with pads and drainage set to protect adjacent property owners. Another grading shall occur after the foundation is poured, back filling all ditches and establishing drainage. Trash must be contained in piles circled by 3/8" material in 4 X 8 sheets.

Section 2. Residential Use: All lots shall be used for single family residential purposes only. No building shall be erected, altered, placed or permitted to remain on any lot other than the one (1) single-family residence per lot, guest house and a private garage, as provided below.

Section 3. Single-Family Use: Each residence may be occupied by only one family consisting of persons related by blood, adoption or marriage, or not more than 2 unrelated persons living together as a single housekeeping unit, together with any household servants.

Section 4. Garages: The garage door of any house or residence within SHILOH FOREST, Phase 2, must open on the side or at the rear of the house or as otherwise approved by the Developer. Each residence must have a minimum of a two car garage. On corner lots, no side entry garage may open to the side street.

Section 5: Restriction on Re-subdividing: None of the lots shall be subdivided into smaller lots.

Section 6. Driveways. Driveways shall be surfaced with concrete. Driveways are subject to approval in writing by the Developer.

Section 7. All lots shall have sewage systems that meet EPA standards.

RECORDED - PUBLIC RECORDS
COUNTY OF ELLIS, TEXAS
NOV 20 2006 11:11 AM

Section 8. All propane tanks must be below ground.

Section 9. No above ground swimming pools will be permitted.

Section 10. Uses Specifically Prohibited.

- (a) No temporary dwelling(s), shop(s), trailer(s), storage building(s), or greenhouses, and gazebos, and small building for storage of lawn equipment), may be placed on a lot except within the backyard in an area fenced and private; These structures cannot be placed anywhere on the side yards. No building materials of any kind shall be placed or stored upon the property until the owner thereof is ready to commence construction of improvements, and then such material shall be placed within the property lines of the lot upon which the improvements are to be erected. Such buildings must maintain similar architecture to the main residence and be approved by the Developer prior to the placement.
- (b) No boat, marine craft, hovercraft, aircraft, recreational vehicle, pick-up camper or similar vehicle or equipment may be parked in the driveway or front yard of any dwelling or parked on any public street in the Addition, nor shall any such vehicle or equipment be parked for storage in the side yards of any residence. Such equipment or vehicles may be stored in the rear yard within a fence and concealed from all neighbors' view. (except a view over an 8' wall.) Developer's approval is required before the placement of any of this equipment. Provisions must be made for concealment of oversized and overly tall equipment. 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) Trucks with tonnage in excess of one ton shall not be permitted or parked overnight within the Addition except within enclosed structure, or, those used by a builder during the construction of improvements.
- (d) No vehicle of any size which transports flammable to explosive charge may be kept in the Addition at any time; except for delivery of allowed substances.
- (e) No structure of a temporary character, such as a trailer, tent, shack, barn, or other out-building shall be used on any property at any time as

a dwelling house; provided, however, any builder, with the prior written approval of the Developer may maintain and occupy a model home, sales offices, and construction trailer during the construction period.

- (f) No oil drilling, oil development operation, oil refining, quarrying or Mining operations of any kind shall be permitted in the Addition, nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted upon or in any part of the Addition. 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 within the Addition.
- (g) No animals, livestock or poultry of any kind shall be raised, bred, or kept on any property in the Addition except for household pets which provide 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 person shall quarter on the premises bees, hogs, goats, guinea fowl, ducks, chickens, turkeys, skunks or any other animals that may interfere with the quietude, health, or safety of the community. No more than one (1) cow, horse or sheep per acre will be permitted on each lot and same shall be kept in a fenced area. No more than a total of four (4) additional pets will be permitted on each lot. Pets must be restrained or confined on the homeowner's back lot inside a fenced area or within the house. It is the pet owner's responsibility to keep the lot clean and free of pet debris.
- (h) No lot or other area in the Addition shall be used as a dumping ground for rubbish. Trash, garbage, or other waste shall not be kept except in sanitary containers in appropriate locations which may be specified by the Developer, and, unless otherwise expressly permitted by the Developer, such containers shall be situated and enclosed or screened so as not to be visible from any residential street, private drive or adjacent lot. The storage of such material shall be kept clean, and may be stored on lots during construction so long as construction progresses without undue delay.
- (i) No garage, trailer house, or other out-building (except for sales offices

and construction trailers during the construction period which have been approved by the Developer in writing) shall be occupied by any owner, tenant or other person prior to the erection of a residence.

- (j) No air-conditioning apparatus shall be installed on the ground in front of a residence. No air-conditioning apparatus shall be attached to any front wall or window of a residence. No evaporative cooler shall be installed on the front wall or window of a residence. All utility meters, equipment, air conditioning compressors, air condition and heating units and similar items must (to the extent reasonable) be visually screened from the street and adjoining lots and must be located in areas not visible from the street and adjoining lots and must be located in areas acceptable to the Developer.
- (k) Except with the written permission of the Developer, no antennas shall be permitted in this Addition except antennas for AM or FM radio reception and UHF and VHF television reception. All antennas shall be located inside the attic of the main residential structure except for the small satellite dishes. No use shall be made of any lot or structure thereon for any type of radio or television or similar broadcasting systems.
- (l) No lot or improvement shall be used for business, professional, commercial or manufacturing purposes of any kind. No activity, whether for profit or not, shall be conducted which is not related to single-family residential purposes. No noxious or offensive activity shall be undertaken within the Addition, nor shall anything be done which is or may become an annoyance or nuisance to the neighborhood. Nothing in the subparagraph shall prohibit a builder's temporary use of a residence as a sales office until such builder's last residence in the Addition is sold if such builder has received the prior written approval for such use from the Developer. Nothing in this paragraph shall prohibit an owner's use of a residence for quiet, inoffensive activities such as tutoring or giving art lessons so long as such activities do not materially increase the number of cars parked on the street or interfere with adjoining homeowners' use and enjoyment of their residences and yards.
- (m) Within easements on each lot, no structures, planting or material 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) No signs of any kind shall be displayed to the public view on any lot except one (1) professional sign of not more than five (5) square feet advertising the property for sale, or professional signs not exceeding nine (9) square feet used by a builder to advertise the property during the construction and sales period, or the small signs that the school gives out for their athletes to put out in the yard. Developer, its successors and/or assigns, or its agents, shall have the right to remove any sign, billboard or other advertising structure that does not comply with the foregoing requirements, and in so doing shall not be subject to any liability for trespass or any other liability in connection with such removal. All signs are subject to the approval of the Developer, and may be required by the Developer to be removed, in the sole judgment of the Developer if same are found to be inconsistent with the high standards of the Addition.
- (o) The drying of clothes in full public view is prohibited.
- (p) No abandoned, derelict or inoperative vehicles may be stored or located on any lot unless visually screened from other lots and from any residential street.

Section 11. Minimum Floor Area. The total air-conditioned living area of the main residential structure, as measured to the outside of exterior walls but exclusive of open porches, garages, patios and detached accessory buildings, shall not be less than two thousand five hundred (2,500) square feet. Minimum square foot of residences on creeks, ponds, or wooded draws shall not be less than three thousand (3,000) square feet. Developer will judge if a lot is considered to be in the three thousand (3,000) square foot group.

Section 12. Building Materials, Exterior Items and Surfaces. The total exterior wall area, except windows and doors, of each building constructed on a lot shall be not less than eighty percent (80%) brick, brick veneer, stone, stone veneer, or other material approved by the Developer. The front external wall area of the first floor, except windows and doors, of such building shall not be less than one hundred percent (100%) of such materials unless otherwise approved by the Developer. In calculating the area required to be constructed of the foregoing materials on the side and rear exterior walls, but not the front exterior walls, of such buildings, the areas covered by the following shall be excluded from such calculation; gables or other areas above the height of the top of standard height first-floor windows.

No plywood shall be used on any exterior wall unless approved by the Developer. Roofing shall be composed of 300# or better composition shingles, metal seamed, man-made slate, concrete flat tile, or other materials shall be permitted when approved by the Developer. Installation of all types of exterior items and surfaces such as address numbers or external ornamentation, lights, mail chutes, mail boxes, exterior paint or stain, shall be subject to the proper approval of the Developer, both as to design, materials and location.

Section 13. Fences and Walls. Any fence or wall must be constructed of masonry, steel, brick, stone, iron work, wood, or other material approved by the Developer. Retaining walls must be constructed entirely out of materials approved by the Developer. No fences in the front of the home will be permitted. Fences or walls erected by Developer shall become the property of the owner of the lot on which the same are erected and, as such, shall be maintained and repaired by such owner. No portion of any fence shall extend more than eight (8) feet in height, except for entry walls constructed by Developer.

Section 14. Mailboxes. Mailboxes must meet County and City standards.

Section 15. Commencement of Construction. Each residence constructed on each lot and any other improvements thereto shall be commenced and completed with due diligence promptly after approval of the Developer of the plans and specifications prepared in connection with such construction. No time limit is imposed upon the start of construction, but once construction begins, improvements must be completed within one and one-half (1 1/2) years.

Section 16. Utilities: Except as to special street lighting or other aerial facilities which may be required by the City, or which may be required by the franchise of any utility company, or which may be installed by the Developer pursuant to its development plan, no aerial utility facilities of any type (except meters, risers, service pedestals, transformers and other surface installations necessary to maintain or operate appropriate underground facilities) shall be erected or installed in the Addition whether upon individual lots, easements, streets or right-of-way of any type, wither by the utility company or any other person or entity, including, but not limited to any person owning or acquiring any part of the Addition, and all utility service facilities (including, but not limited to, water, sewer, gas, electricity and telephone) shall be buried underground unless otherwise required by public utility.

Section 17. Special requirements. A final grading will be required which shows a positive drainage and responsible water flow away from the main structure and adjoining homes. Each lot owner will be responsible for insuring their drainage is channeled to the street or normal drainage areas. Roof pitches will be a minimum of 8/12 or greater over the main span in front roof spans, and the rear pitch on a 1 ½ story or rear porches can be reduced to 4/12 or greater. The primary first floor plated height shall be 9 feet or taller for 66 2/3% of area.

ARTICLE II Architectural Control

Section 1. Appointment. The Developer may choose to designate and appoint an Architectural Control Committee (hereinafter called the "Committee") composed of two (2) individuals, each generally familiar with the residential and community development design matters and knowledgeable about standards within the addition. The committee shall use its best efforts to promote and ensure a high level of taste, design, quality, harmony and conformity throughout the Addition consistent with this declaration.

Section 2. Successors. In the event of the death, resignation or removal by Developer of any member of the Committee, Developer shall have full authority to designate and appoint a successor. No member of the committee shall be entitled to be compensated for, or be liable for claims, causes of action, or damages arising out of services performed pursuant to this declaration.

Section 3. Authority. No building, fence, wall 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 plot plan have been submitted to and approved in writing by the Developer.

Section 4. Procedure for Approval. Final plans and specifications shall be submitted in duplicate to the Developer. The plans and specifications shall show the nature, kind, shape, height, materials, and location of improvements. The documents shall specify any requested variance for the setback lines, garage location or any other requirements set forth in this declaration. The Developer is authorized to request the submission of samples of proposed construction materials. As such items, as the plans and specifications meet the approval of the Developers, one

completed set of plans and specifications will be retained by the Developer and the other complete set of plans shall be marked "Approved", and returned to the lot owner or his designated representative.

Section 5. Standards. The Developer shall have sole discretion with respect to taste, design and all standards specified herein.

Section 6. Termination/Continuation. The Committee appointed by Developer shall exit until Developer chooses to terminate same.

Every lot owner (including builders) will automatically be a member of the Homeowner's Association, hereinafter referred to as H.O.A. Anyone owning more than one (1) lot will pay one-half (1/2) dues on extra lots. Dues will be assessed at closing. Lot owners not paying dues will lose all rights, vote, and will be acted against to collect dues. The Developer will appoint the H.O.A. Officers until it chooses to allow lot owners to vote for Officers. The H.O.A. will function in place of Developer as it deems fit.

ARTICLE III General Provisions

Section 1. Easements. Easements for the installation and maintenance of utilities and drainage facilities are reserved as shown on the Plat. Easements are also reserved for the installation, operation, maintenance and ownership of utility service lines from the property lines to the residences. Developer reserves the right to make changes in and additions to the installing of improvements. By acceptance of a deed to any lot, the owner then covenants and agrees to mow weeds and grass and to keep and maintain in a neat and clean condition any easement which may traverse a portion of the lot.

Section 2. Recorded Plat. All dedications, limitations, restrictions and reservations shown on the Plat are incorporated herein and shall be construed as being adopted in each contract, deed or conveyance executed or to be executed by Developer conveying lots in the Addition, whether specifically referred to therein or not.

Section 3. Lot Maintenance. The owner and occupant of each lot shall cultivate an attractive ground cover or grass on all yards visible from the street, shall maintain the yards in a sanitary and attractive manner and shall edge the street curbs that run along the property line.

Section 4. Maintenance of Improvements. Each lot owner shall maintain the exterior of all buildings, fences, walls, and other improvements on his, her, their lot in good condition and repair, and shall replace worn and rotten parts, and shall regularly repaint all painted surfaces and 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 in an unattractive manner.

Section 5. Term. These covenants, reservations and restrictions shall be binding on all parties and all persons and parties claiming under them, unless an instrument signed by fifty-one percent (51%) of the then owners of the lots has been recorded, agreeing to change said Restrictions, Reservations and Covenants in whole or in part. No verbal agreements shall be honored that change these restrictions. The Homeowner's Association, or its Officers, may clarify restrictions, or, add other rules as they deem necessary; but, they cannot change basic restrictions without approval of fifty-one percent (51%) of lot owners.

Section 6. Yards. Grass, weeds and vegetation on each lot in this Addition must be kept mowed at regular intervals so as to maintain the same in a neat and attractive manner. Upon failure to so maintain a lot, the Developer may, at its option, have the grass, weeds, and vegetation cut, when, and as often necessary in its judgment, and the owners of the property shall be obligated to reimburse the Developer for the cost of such work.

Section 7. Upon the purchase of a lot, all EPA rules and regulations are hereby transferred with the sale of the lot to the new owner, and it is the owner's responsibility to follow all requirements of the EPA.

Section 8. Developer has the sole right to grant variances.

Section 9. Absolutely no boating and/or swimming is allowed on lake or ponds.

Section 10. No motorized vehicles of any type are allowed in common areas.

EXECUTED this the 10th day of November, 2006.

SHILOH FOREST, L.P., by
GLASS EQUITIES, L.L.C., General Partner
By Robert V. Glass
Robert V. Glass, President

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-VGL. PG.

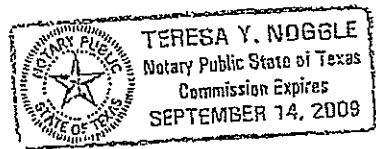
By William S. Glass
William S. Glass, Secretary-Treasurer

THE STATE OF TEXAS }

COUNTY OF ELLIS }

This instrument was acknowledged before me this the 10th day of November, 2006, by Robert V. Glass, President, and, William S. Glass, Secretary-Treasurer, of Glass Equities, L.L.C., a Texas limited liability company, as General Partner of Shiloh Forest, L.P., a Texas limited partnership, on behalf of said entity and in the capacity therein stated.

Teresa Y. Noggle
Notary Public, State of Texas



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VOL. PG.

REC'D FOR RECORD - BUREAU OF INVESTIGATION
FEDERAL BUREAU OF INVESTIGATION
MAY 15 1966 9:13:06 AM
RE ALBUQUERQUE - CONFIDENTIAL

NOTICE OF FILING OF DEDICATORY INSTRUMENTS

FOR

SHILOH FOREST ESTATES

PURSUANT TO SECTION 202.006 OF THE TEXAS PROPERTY CODE

STATE OF TEXAS §

§ KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF ELLIS §

THIS NOTICE OF FILING OF DEDICATORY INSTRUMENTS FOR SHILOH FOREST ESTATES PURSUANT TO SECTION 202.006 OF THE TEXAS PROPERTY CODE (this "Notice") is made this 17th day of October, 2012, by Shiloh Forest Estates Owners Association, Inc. (the "Association").

WITNESSETH:

WHEREAS, Shiloh Forest L.P., a Texas limited partnership (the "Declarant or Developer") was the owner of the real property in Ellis County, Texas, described on the Final Plat of Shiloh Forest Phase 1, recorded on or about February 15, 2006 as Instrument No. 0604701 of the Deed Records of Ellis County, Texas, and on the Final Plat of Shiloh Forest Phase 2, record on or about January 30, 2007 in Cabinet H, Slide 335-341, Plat Records, Ellis County, Texas, as more particularly shown on the plats attached as Exhibit A hereto (the "Property"). The Declarant developed the property as Shiloh Forest; and

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

FILED FOR RECORD - ELLIS COUNTY, TEXAS
INST NO. 122552 FILING DATE/TIME: Oct 18, 2012 07:53:00 PM

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

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

NOW, THEREFORE, the dedicatory instruments attached hereto as *Exhibit "A"* are true and correct copies of the originals and are hereby filed of record in the Real Property Records of Ellis County, Texas, in accordance with the requirements of Section 202.006 of the Texas Property Code.

IN WITNESS WHEREOF, the Association has caused this Notice of Filing of Dedicatory Instruments for Shiloh Forest Estates to be executed by its duly authorized agent as of the date first above written.

IN WITNESS WHEREOF, the Shiloh Forest Estates Owners Association has executed this Notice of Filing this 17th day of October, 2012.

SHILOH FOREST ESTATES

OWNERS ASSOCIATION

By: Angel Colter

Its: Secretary

ACKNOWLEDGMENT

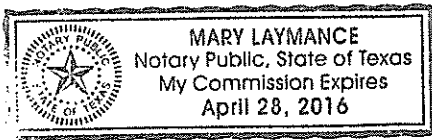
STATE OF TEXAS §

§

COUNTY OF ELLIS §

BEFORE ME, a Notary Public in and for the State of Texas, duly authorized to take acknowledgements, personally appeared Angela Colten, of Shiloh Forest Estates Owners Association, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed, in the capacity therein stated and as the act and deed of said corporation.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 17th day of Dec, 2012.



Mary Laymance

Notary Public in and for

the State of Texas

EXHIBIT "A"

Dedicatory Instruments

- A.1 Second Amendment to the Declaration of Covenants and Conditions of Shiloh Forest, Phase 1 & 2.**

- A.2 Bylaws of Shiloh Forest Estates Owners Association**

- A.3 Covenant Enforcement and Fining Policy**

- A.4 Architectural Guidelines**

SHILOH FOREST OWNERS ASSOCIATION INC.

1st Amendment of Declaration of Covenants, Conditions and Restrictions

This Amendment of Declaration is executed by Shiloh Forest Owners Association, Inc. on the date shown below, as an amendment of the Declaration of Covenants, conditions and Restrictions for Shiloh Forest Owners Association, recorded on January 16, 2006, as Document No. in Volume 02284, Page 0550, Real Property Records, Ellis County, Texas, as amended and supplemented from time to time (collectively, the "Declaration").

This Declaration is hereby amended by:

Article II, Section 5 is deleted in its entirety and replaced with: Article II, Section 5: "The ACC shall have the sole discretion with regards to taste, design and all standards specified herein. The Committee may, from time to time, publish and promulgate architectural standards bulletins and/or design guidelines covering all of the properties or covering all or a portion of the property made the subject of one or more supplemental Declaration which shall be fair, reasonable and uniformly applied and shall carry forward the spirit and intention of this Declaration".

Article III, Section 10 is deleted in its entirety and replaced with Article III, Section 10: "No motorized vehicle may be driven in the common area except golf carts driven by a licensed driver".

The last paragraph in Article III is deleted in its entirety and replaced with the following: "Every lot owner (including builders) will automatically be a member of the Homeowner's Association, hereinafter referred to as H.O.A. Builders and the developer owning more than one (1) lot will pay one-half (1/2) dues on extra lots. Dues will be assessed at closing. Lot owners not paying dues will lose all rights, vote, and will be acted against to collect dues. The Developer will Appoint the H.O.A. Officers until it chooses to allow lot owners to vote for Officers. The H.O.A. will function in place of Developer as it deems fit."

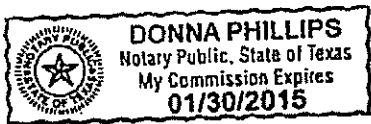
Bobby Glass
Developer

Bobby Glass

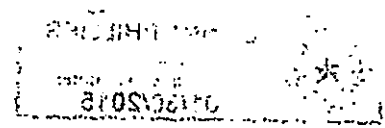
State of Texas
County of Ellis

Signed under oath before me on August 9, 2012

Donna Phillips
Notary Public, State of Texas



Row Cox
3710 SHILOH TRAIL
MIDLOTTIAN, TX 76065



SCANNED

Any provision herein which restricts the sale, rental, or use of this described real property because of color or race is invalid and unenforceable under federal law STATE OF TEXAS, COUNTY OF ELLIS I hereby certify this instrument was filed on the date and time stamped herein and was duly recorded in the volume and page of the OFFICIAL PUBLIC RECORDS of Ellis County Texas as stamped hereon.



Candice P. Kelley
COUNTY CLERK, ELLIS COUNTY, TEXAS

FILED FOR RECORD - ELLIS COUNTY, TX
INST NO. 1217847
ON AUG 10, 2012 AT 02:00:00 PM

**SECOND AMENDMENT
TO THE
DECLARATION OF COVENANTS AND CONDITIONS
OF SHILOH FOREST, PHASE 1 + 2**

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

THIS SECOND AMENDMENT TO THE DECLARATION OF COVENANTS AND CONDITIONS OF SHILOH FOREST, PHASE 1 + 2 (this "Second Amendment) is made this 16 day of OCT., 2012, by the Shiloh Forest Estates Owners Association, a Texas non-profit corporation (the "Association").

WITNESSETH:

WHEREAS, Shiloh Forest L.P., a Texas limited partnership (the "Declarant or Developer") was the owner of the real property in Ellis County, Texas, described on the Final Plat of Shiloh Forest Phase 1, recorded on or about February 15, 2006 as Instrument No. 0604701 of the Deed Records of Ellis County, Texas, and on the Final Plat of Shiloh Forest Phase 2, record on or about January 30, 2007 in Cabinet H, Slide 335-341, Plat Records, Ellis County, Texas, as more particularly shown on the plats attached as Exhibit A hereto (the "Property"). The Declarant developed the property as Shiloh Forest; and

WHEREAS, Declarant established a general plan of development to govern all of the Property and prepared and filed an instrument entitled "Declaration of Restrictions, Covenants, and Conditions of Shiloh Forest, Phase 1 + 2" (the "Declaration") filed of record on or about January 16, 2006 in Volume 02284, Page 0550 *et seq.* of the Deed Records of Ellis County, Texas to create a residential community of single family homes; and

WHEREAS, through this Declaration, the Declarant has imposed the herein below described covenants, conditions and restrictions on all of the Property; and

WHEREAS, prior to conveying any Lots, Declarant provided a copy of this Declaration to each purchaser of a Lot in the Property and each purchaser of a Lot in the Property acknowledged that the Lot was subject to mandatory assessments and membership in a homeowners association pursuant to the terms of the Declaration; and

WHEREAS, in the deed to each Lot in the Property conveyed to an owner other than Declarant, the deed specifically references the deed restrictions contained in the Declaration and recorded at Volume 1858 and Volume 2284, Page 550, Real Property Records of Ellis County, Texas; and

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WHEREAS, the Declaration was amended by that certain "1st Amendment of Declaration of Covenants, Conditions and Restrictions" (the "First Amendment") recorded in on or about August 10, 2012 in Volume 02644, Page 1856 *et seq.* of the Deed Records of Ellis County, Texas; and

WHEREAS, the Declarant Control Period has not expired; and

WHEREAS, the Declarant has determined that the following amendments to the Declaration would serve the best interests of the community and its Members and further serve the purposes of the development.

Article II of the Declaration, entitled "Architectural Control," is deleted in its entirety and replaced by the following:

ARTICLE II

Architectural Control

Section 1. Committee and Guidelines. There is hereby established an Architectural Control Committee (the "Committee"), which will be responsible for the establishment and administration of Design Guidelines to facilitate the purposes and intent of this Declaration. The Committee may amend, repeal and augment the Design Guidelines from time to time, in the Committee's sole discretion. The Design Guidelines will be binding on all Owners and other persons governed by this Declaration.

Under this Article, "Design Guidelines" means the guidelines and rules published and amended and supplemented from time to time by the Committee. The Design Guidelines may include, among other things, those restrictions and limitations set forth below:

(a) Procedures for making application to the Committee for design review approval, including the documents to be submitted and the time limits in which the Committee must act to approve or disapprove any submission.

(b) Time limitations for the completion, within specified periods after approval, of the improvements for which approval is required under the Design Guidelines.

(c) Landscaping regulations, with limitations and restrictions prohibiting the removal or requiring the replacement of existing trees, the use of plants indigenous to the locale, and other practices benefitting the protection of the environment, aesthetics and architectural harmony of Shiloh Forest Estates.

(d) General instructions for the construction, reconstruction, refinishing or alteration of any improvement, including any plan to make any other temporary or permanent change in the natural or existing surface contour or drainage or any installation of utility lines or conduits on the Property, addressing matters such as waste storage, trash removal, equipment and materials storage, grading, transformers and meters.

Section 2. **Committee Membership.** The Committee will be composed of up to five (5) persons. The Committee need not include any member of the Association. All of the members of the Committee will be appointed, removed, and replaced by Declarant, in its sole discretion, so long as Declarant owns any Lot in the Association, or such earlier time as Declarant may elect to voluntarily waive this right by notice to the Association, and at that time the Board of Directors will succeed to Declarant's right to appoint, remove, or replace the members of the Committee.

Section 3. **Purpose and General Authority.** The Committee will review, study and either approve or reject proposed improvements and modifications to improvements on Lots, all in compliance with this Declaration and as further set forth in the Design Guidelines. No improvement will be erected, placed, reconstructed, replaced, repaired or otherwise altered, nor will any construction, repair or reconstruction be commenced until plans for the improvements shall have been approved by the Committee; provided, however, that improvements that are completely within a building and not visible from outside the building may be undertaken without such approval. All improvements will be constructed only in accordance with approved plans.

(a) **Committee Discretion.** The Committee will exercise its best judgment to see that all improvements conform and harmonize with any existing structures as to external design, quality and type of construction, seals, materials, color, location on the Lot, height, grade and finished ground elevation, and the schemes and aesthetic considerations set forth in the Design Guidelines and the Declaration. The Committee, in its sole discretion, may excuse compliance with such requirements as are not necessary or appropriate in specific situations and may permit compliance with different or alternative requirements.

(b) **Binding Effect.** The actions of the Committee in the exercise of its discretion by its approval or disapproval of plans and other information submitted to it, or with respect to any other matter before it, will be conclusive and binding on all interested parties.

Section 4. **Organization and Operation of Committee.**

(a) **Term.** The term of office of each member of the Committee, subject to Section 2, will be one year, commencing January 1 of each year, and continuing until his successor shall have been appointed. Should a Committee member die, retire or become incapacitated, or in the event of a temporary absence of a member, a successor may be appointed as provided in Section 2.

Section 5. **Other Requirements.** Compliance with the design review process is not a substitute for compliance with local building, zoning and subdivision regulations, and each Owner is responsible for obtaining all approvals, licenses, and permits as may be required prior to commencing construction.

Section 6. **Limitation of Liability.** Review and approval of any application pursuant to this Article is made on the basis of aesthetic considerations only, and the Committee shall not bear any responsibility for ensuring (i) structural integrity or soundness of approved construction or modifications, (ii) compliance with building codes and other governmental requirements, or (iii) conformity of quality, value, size or design among Lots. The Committee will use its own judgment

in accepting or disapproving all plans and specifications submitted to it. Neither the Committee nor any individual Committee member will be liable to any person for any official act of the Committee in connection with submitted plans and specifications, except to the extent the Committee or any individual Committee member acted with malice or harmful intent. Approval by the Committee does not necessarily assure approval by the appropriate governmental entities. Notwithstanding that the Committee has approved plans and specifications, neither the Committee nor any of its members will be responsible or liable to any Owner, developer or contractor with respect to any loss, liability, claim or expense which may arise by reason of such approval of the construction of the Improvements. The Committee's approval of any application shall not be deemed to be a representation or warranty that the construction or modification of any improvement pursuant to such approval will be free of defects in the quality of materials or labor provided or in its design. Each Owner should obtain whatever soil reports, foundation studies, and/or engineering studies the Owner deems necessary to determine the adequacy of construction of any improvement prior to the purchase of a Lot. Neither the Board, the Committee, nor any agent thereof, nor Declarant, nor any of its partners, employees, agents or consultants will be responsible in any way for any defects in any plans or specifications submitted, revised or approved in accordance with the provisions of the Declaration, nor for any structural or other defects in any work done according to such plans and specifications. In all events the Committee will be defended and indemnified by the Association in any such suit or proceeding which may arise by reason of the Committee's review or decision.

1. The Declaration is amended by adding a new Article IV which states as follows:

ARTICLE IV
Association Membership & Assessments

Section 1. Membership. Each Owner is a member of the Association, ownership of a Lot being the sole qualification for membership. Membership is appurtenant to and may not be separated from ownership of the lot. The Board may require satisfactory evidence of transfer of ownership before a purported owner is entitled to vote at meetings of the Association. If a Lot is owned by more than one person or entity, each co-owner is a member of the Association and may exercise the membership rights appurtenant to the Lot.

Section 2. Owner Obligations. Without limiting the obligations of Owners under the Declaration, the Bylaws, the Certificate of Formation, the Design Guidelines and any rules or regulations (the "Governing Documents"), each owner has the following obligations:

- (a) Each Owner will pay assessments properly levied by the Association against the Owner or his or her Lot, and will pay regular assessments without demand by the Association;
- (b) Each Owner will comply with the Governing Documents as amended from time to time;
- (c) Each Owner is liable to the Association for violations of the Governing documents by the Owner, a resident of the Owner's Lot, or the Owner or resident's family, guests, employees, agents or invitees, and for costs incurred by the Association to obtain compliance,

including attorney's fees whether or not suit is filed.

Section 3. Creation of Lien and Personal Obligation for Assessments. Each Owner of a Lot by acceptance of a deed therefore, whether or not it shall be expressed in any such deed or other conveyance, covenants and agrees to pay to the Association: (1) annual assessments, (2) special assessments for capital improvements and other purposes as stated in this Declaration, and (3) individual assessments which may be assessed against a Lot for the Owner's failure to perform an obligation under the Declaration or because the Association has incurred an expense on behalf of or caused by the Owner under the Declaration. All Assessments, together with interest, collection costs, and reasonable attorneys' fees and costs, shall be a charge on the land and shall be secured by a continuing lien upon the Lot which is hereby created and impressed for the benefit of the Association upon the Lot against which each such Assessment is made. Each such Assessment, together with interest, costs, and reasonable attorneys' fees, will also be the personal and individual obligation of the Owner of such Lot as of the time the Assessment falls due.

No Owner may exempt himself from liability for any Assessments by abandonment of his Lot or any other reason. No diminution or abatement of assessment or set-off shall be claimed or allowed by reason of any alleged failure of the Association to take some action or perform some function required to be taken or performed by the Association or for inconvenience or discomfort arising from the making of repairs or improvements, or from any action taken to comply with any law, ordinance, or with any order or directive of any municipal or other governmental authority or for any other action taken or failed to be taken by the Association. Suit to recover a money judgment for unpaid Assessments and related charges as listed above may be maintained without foreclosing or waiving the Assessment lien provided in this Declaration.

Section 4. Purpose of Assessments. The Assessments levied by the Association will be used exclusively to promote the recreation and welfare of the Owners of the Lots, and the performance and/or exercise of the rights and obligations of the Association arising hereunder. Assessments shall include, but not be limited to, actual Association costs for taxes, insurance, repair, replacement, maintenance and other activities as may from time to time be authorized by the Board of Directors, legal and accounting fees, fees for management services, expenses incurred in complying with any laws, ordinances or governmental requirements applicable to the Association, replacement reserves, and care and maintenance of the common areas and the improvements thereon, and all other charges required or contemplated by this Declaration and/or that which the Board of Directors of the Association shall determine to be necessary to meet the primary purpose of the Association, including the establishment and maintenance of a reserve for repair, maintenance, taxes and other charges as specified herein (the "Common Expenses").

Section 5. Annual Assessments.

(a) Calculation of Annual Assessments. The Board of Directors will prepare a budget before the close of each fiscal year of the Association. Annual assessments for Common Expenses will be based upon the estimated expenses of the Association to cover items including, without limitation, the cost of routine maintenance, repair and operation of the common areas; expenses of management; and premiums for insurance coverage as deemed desirable or necessary by the Association; landscaping, legal and accounting fees, management fees; expenses and

liabilities incurred by the Association under or by reason of this Declaration, and the supplementing of the reserve fund for general, routine maintenance, repairs and replacement of improvements within the common areas on a periodic basis and as needed. Each Owner will be responsible for that Owner's share of the Common Expenses, which will be divided equally among the Lots included in the Association under this Declaration from time to time.

(b) Collection. Annual assessments will be collected in periodic installments as the Board may determine from time to time, but until the Board directs otherwise, they will be payable annually in advance on the first day of January of each calendar year. The omission or failure of the Association to fix the annual assessments for any Assessment period will not be deemed a waiver, modification, or release of the Owners from their obligation to pay the same. The Association will have the right, but not the obligation, to make pro rata refunds of any annual assessments in excess of the actual expenses incurred in any fiscal year.

Section 6. Special Assessments.

(a) Determination by Board. The Board of Directors may levy in any fiscal year one or more special assessments, applicable to that year only, for the purpose of defraying, in whole or in part, the cost of any construction or reconstruction, repair or replacement of a described capital improvement upon the common areas, including the necessary fixtures and personal property related thereto, or, to cover unbudgeted expenses or expenses in excess of the amount budgeted.

(b) Apportionment and Collection of Special Assessments. The Board will apportion special assessments among the Lots and collect payment according to the same guidelines as set forth for annual assessments in Section 3(a). Notice of the amount and due dates for such special assessments must be sent to each Owner at least 30 days prior to the due date.

Section 7. Individual Assessments. All monetary fines, penalties, interest or other charges or fees (excluding annual and special assessments) levied against an Owner pursuant to the Declaration, or any expense of the Association which is the obligation of an Owner or which is incurred by the Association on behalf of the Owner pursuant to the Declaration, and any expense (including without limitation attorneys' fees) incurred by the Association as a result of the failure of an Owner to abide by the Declaration constitutes an individual assessment, enforceable as provided in this Declaration below.

Section 8. General Remedies of the Association for Nonpayment of Assessment. Any installment of an annual assessment, a special assessment, or individual assessment which is not paid within 30 days after its due date will be delinquent. In the event that an installment of an annual or special assessment becomes delinquent, or in the event any default assessment is established under this Declaration, the Association, in its sole discretion, may take any or all of the following actions:

(a) Assess a late charge for each delinquency at uniform rates set by the Board of Directors from time to time;

- (b) Assess interest at the rate of eighteen percent (18%) per annum or the maximum rate allowed by law, whichever is greater, on the unpaid balance;
- (c) Accelerate all remaining Assessment installments for the fiscal year in question so that unpaid Assessments for the remainder of the fiscal year will be due and payable at once;
- (d) Bring an action at law against any Owner personally obligated to pay the delinquent Assessment charges;
- (e) File a statement of lien with respect of the Lot and foreclose as set forth in more detail below.

The remedies provided under this Declaration will not be exclusive, and the Association may enforce any other remedies to collect delinquent Assessments as may be provided by law.

Section 9. Assessment Lien. The Association shall have a lien against each Lot to secure payment of delinquent assessments, as well as interest (subject to the limitations of Texas law), late charges, and costs of collection (including attorney's fees). To evidence the lien, the Association may, but will not be obligated to, prepare a written lien statement with respect to the Lot, setting forth the name of the Owner, the legal description of the Lot, the name of the Association, and the delinquent Assessments amounts then owing. Any such statement will be duly signed and acknowledged by an officer or director of the Association or by the manager or by any other duly authorized agent of the Association, and will be served upon the Owner of the Lot by mail to the address of the Lot or at such other address as the Association may have in its records for the Owner. However, the failure of the Association to execute and record any such document shall not, to any extent, affect the validity, enforceability or priority of the lien. The lien may be foreclosed through judicial foreclosure proceedings. The Association will have the power to bid on a Lot at foreclosure sale and to acquire, hold, lease, mortgage and convey the Lot. While the Association owns the Lot following foreclosure: (i) no right to vote shall be exercised on its behalf; (ii) no assessment shall be levied on it; and (iii) each other Lot shall be charged, in addition to its usual assessment, its equal pro rata share of the assessment that would have been charged such Lot had it not been acquired by the Association. The Association may sue to recover a money judgment for unpaid assessments and other charges without foreclosing or waiving the lien securing the same.

2. Except as previously amended and modified by this Second Amendment, the Declaration shall remain in full force and effect.

IN WITNESS WHEREOF, the Shiloh Forest Estates Owners Association has executed this Second Amendment this 16th day of October, 2012.

By: William S Glass
Developer
William S. Glass

ACKNOWLEDGMENT

STATE OF TEXAS §
 §
COUNTY OF ELLIS §

BEFORE ME, a Notary Public in and for the State of Texas, duly authorized to take acknowledgements, personally appeared William S. Glass, Angela Cotten Secretary of Shiloh Forest Estates Owners Association, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed, in the capacity therein stated and as the act and deed of said corporation.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 16th day of October, 2012.



[Signature]
Notary Public in and for
the State of Texas

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

SPECIAL WARRANTY DEED

Date: October 15, 2012

Grantor: Shiloh Forest, LP

Grantor's Mailing Address:

121 Eagle Point Drive
Waxahachie, Texas 75165

Grantee: Shiloh Forest Estates Homeowners Association, Inc.

Grantee's Mailing Address:

3710 Shiloh Trail
Midlothian, Texas 76065

Consideration: TEN AND NO/100 (\$10.00) DOLLARS, and other good and valuable consideration, the receipt and sufficiency of which is acknowledged by Grantor.

Property (including any improvements):

Tract 1

Lot 20, Block G of Shiloh Forest, Phase 2, an addition to the City of Midlothian, Ellis County, Texas, according to the plat thereof Recorded in Cabinet H, Slide 335-341, Plat Records, Ellis County, Texas.

Tract 2

Lot 37, Block E and Lot 6, Block D of Shiloh Forest, Phase 1, an addition to the City of Midlothian, Ellis County, Texas, according to the plat thereof in Cabinet H, Slide 107, Plat Records, Ellis County, Texas.

Reservations from Conveyance:

None.

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Exceptions to Conveyance and Warranty:

Validly existing easements, rights-of-way, and prescriptive rights, whether of record or not; all presently recorded and validly existing restrictions, reservations, covenants, conditions, oil and gas leases, mineral interests outstanding in persons other than Grantor, and other instruments, other than conveyances of the surface fee estate, that affect the Property; validly existing rights of adjoining owners in any walls and fences situated on a common boundary; any discrepancies, conflicts, or shortages in area or boundary lines; any encroachments or overlapping of improvements.

Grantor, for the Consideration and subject to the Reservations from Conveyance and the Exceptions to Conveyance and Warranty, grants, sells, and conveys to Grantee the Property, together with all and singular the rights and appurtenances thereto in any way belonging, to have and to hold it to Grantee and Grantee's heirs, successors, and assigns forever. Grantor binds Grantor and Grantor's heirs and successors to warrant and forever defend all and singular the Property to Grantee and Grantee's heirs, successors, and assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof when the claim is by, through, or under Grantor but not otherwise, except as to the Reservations from Conveyance and the Exceptions to Conveyance and Warranty.

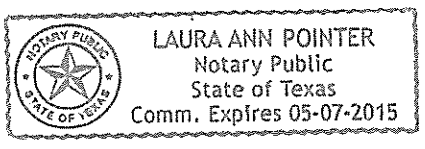
When the context requires, singular nouns and pronouns include the plural.

Shiloh Forest, LP
By Glass Equities, L.L.C., its general partner

By: William S. Glass
William S. Glass, Secretary/Treasurer

STATE OF TEXAS §
 §
COUNTY OF ELLIS §

This instrument was acknowledged before me on the 15th day of October, 2012, by William S. Glass, acting in his capacity as Secretary/Treasurer of Glass Equities, L.L.C., general partner of Shiloh Forest, LP.



Laura Ann Pointer
Notary Public, State of Texas

PREPARED IN THE LAW OFFICE OF:
John C. Wray
Wray, Willett & Stoffer, PLLC
200A North Rogers Street
Waxahachie, Texas 75165

AFTER RECORDING, RETURN TO:
Shiloh Forest Estates HOA, Inc.
3710 Shiloh Trail
Midlothian, Texas 76065

V.
BYLAWS

BYLAWS

The bylaws establish the procedures for carrying out the responsibilities set forth in the articles of incorporation. They define the powers and the manner for exercising those powers for the board of directors and by each of the association's officers. The bylaws create committees and describe how rules and regulations can be made and amended. Stated differently, the actual operation of the homeowner's association is governed by the bylaws of the association.

Among the specifics traditionally found in the bylaws are the policies governing the use of the proxies, the budget and finance procedures, and qualifications and eligibility requirements for the officers and directors. Meetings can be found in the bylaws as well as the dates for the annual and regular meetings.

BYLAWS
OF
SHILOH FOREST ESTATES OWNERS ASSOCIATION

FILED FOR RECORD - MILLS COUNTY, TEXAS
INST NO. 1223644 FILING DATE/TIME: Oct 18, 2012 at 07:53:00 PM

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**BYLAWS
OF
SHILOH FOREST ESTATES OWNERS ASSOCIATION**

Article I

Name, Principal Office and Definitions

Section 1.1. Name. The name of the Association shall be SHILOH FOREST ESTATES OWNERS ASSOCIATION (the "Association").

Section 1.2. Principal Office. The principal office of the Association in the State of Texas shall be located in Collin County, Texas. The Association may have such other offices, either within or outside the State of Texas, as the Board may determine or as the affairs of the Association may require.

Section 1.3. Definitions. The words used in these Bylaws shall be given their ordinary, commonly understood definitions. Capitalized terms shall have the same meaning as set forth in the Declaration of Restrictions, Covenants, and Conditions of Shiloh Forest, Phase 1 & 2 (said Declaration, as amended, renewed or extended from time to time, is hereinafter sometimes referred to as the "Declaration"), unless the context shall otherwise require.

Article II

Association: Membership, Meetings, Quorum, Voting, Proxies

Section 2.1. Membership. Each Owner of a Lot shall be a Member of the Association, as more fully set forth in the Declaration. The provisions of the Declaration pertaining to membership are specifically incorporated herein by reference.

Section 2.2. Place of Meetings. Meetings of the Association shall be held at the principal office of the Association or at such other suitable place convenient to the Members as the Board may designate.

Section 2.3. Annual Meetings. Annual meetings shall be set by the Board on a date and at a time set by the Board.

Section 2.4. Special Meetings. The President may call special meetings. In addition, it shall be the duty of the President to call a special meeting if so directed by resolution of a majority of the Board or upon a petition signed by Members representing at least ten percent (10%) of the total votes of the Association.

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VOL. PG.

Section 2.5. Notice of Meetings. Written or printed notice stating the place, day and hour of any meeting of the Members shall be delivered, either personally, by mail or by electronic mail, to each Member not less than ten (10) nor more than sixty (60) days before the date of such meeting, by or at the direction of the President or the Secretary or the officers or persons calling the meeting. Each Member must keep an updated electronic mail address registered with the Association.

In the case of a special meeting or when required by statute or these Bylaws, the purpose or purposes for which the meeting is called shall be stated in the notice. No business shall be transacted at a special meeting except as stated in the notice.

If mailed, the notice of a meeting shall be deemed to be delivered when deposited in the United States mail addressed to the Member at his address as it appears on the records of the Association, with postage thereon prepaid. If electronically mailed, the notice of a meeting shall be deemed to be delivered when the Association electronically transmits the notice to the Member's registered electronic mail address as it appears on the records of the Association.

Section 2.6. Waiver of Notice. Waiver of notice of a meeting of the Members shall be deemed the equivalent of proper notice. Any Member may, in writing, waive notice of any meeting of the Members, either before or after such meeting. Attendance at a meeting by a Member shall be deemed waiver by such Member of notice of the time, date and place thereof, unless such Member specifically objects to lack of proper notice at the time the meeting is called to order. Attendance at a special meeting also shall be deemed waiver of notice of all business transacted unless an objection on the basis of lack of proper notice is raised before the business is put to a vote.

Section 2.7. Adjournment of Meetings. If any meeting of the Association cannot be held because a quorum is not present, one additional meeting may be called, subject to the notice requirements set forth in Section 2.5, 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.

The Members present at a duly called or held meeting at which a quorum is present may continue to do business until adjournment, notwithstanding the withdrawal of enough Members to leave less than a quorum, provided that any action taken is approved by Members representing at least a majority of the votes required to constitute a quorum.

Section 2.8. Voting Rights. The voting rights of the Members shall be as set forth in the Declaration and these Bylaws, and the Declaration's voting rights provisions are specifically incorporated herein.

Section 2.9. Voting Methods. Members may vote in person, by proxy, by absentee ballot or by electronic ballot except as specifically provided otherwise in the Governing Documents.

An electronic ballot means a ballot given by (i) electronic mail, (ii) facsimile, or (iii) posting on an Internet website, for which the identity of the Member can be confirmed and for which the Member may receive a receipt of the transmission and receipt of the Member's ballot. All proxies, absentee ballots and electronic ballots shall be in writing, dated, signed by the Member and filed with the Secretary or other person designated by the Board to receive proxies/ballots before the appointed time of each meeting. If an electronic ballot is posted on an Internet website, a notice of the posting shall be sent to each Member that contains instructions on obtaining access to the website posting. Proxies and absentee ballots shall be deemed to have been filed upon the Secretary's or other designated person's receipt of the proxy/absentee ballot by mail, facsimile or hand delivery. Ballots cast electronically shall be deemed to have been filed upon the Secretary's or other designated person's receipt of the electronic ballot as evidenced by a facsimile confirmation receipt or an electronic transmission receipt. Electronic ballots must be filed at least three (3) hours prior to the time of the meeting. Electronic ballots which are electronically mailed from the Member's registered electronic mail address shall be deemed to be signed by the Member. Every proxy shall be revocable and shall automatically cease upon conveyance by the Member of such Member's Lot, or upon receipt of notice by the Secretary of the death or judicially declared incompetence of a Member, or of written revocation, or upon the expiration of eleven (11) months from the date of the proxy.

Section 2.10. Majority. As used in these Bylaws, the term "majority" shall mean those votes, owners or other group, as the context may indicate, totaling more than fifty percent (50%) of the total number.

Section 2.11. Quorum. The presence in person, by proxy, by absentee ballot or by electronic ballot of Members representing at least ten percent (10%) of the votes of all Members shall constitute a quorum at all special meetings of the Association. Members who are present in person, by proxy, by absentee ballot or by electronic ballot at an annual meeting, shall constitute a quorum at all annual meetings of the Association. Absentee or electronic ballots may be counted towards a quorum only for items appearing on the ballot.

Section 2.12. Conduct of Meetings. The President shall preside over all meetings of the Association, and the Secretary shall keep the minutes of the meeting and record in a minute book all resolutions adopted at the meeting, as well as a record of all transactions occurring at the meeting.

Section 2.13. Action Without a Meeting. Any action required by law to be taken at a meeting of the Members, or any action which may be taken at a meeting of the Members, may be taken without a meeting if written consent setting forth the action so taken is signed by a sufficient number of Members as would be necessary to take that action at a meeting at which all of the Members were present and voted, and any such consent shall have the same force and effect as a unanimous vote of the Members. Such consents shall be signed within sixty (60) days after receipt of the earliest dated consent, dated and delivered to the Association. Such consents shall be filed with the minutes of the Association and shall have the same force as a vote of Members at a meeting. Each written consent shall bear the date of the signature of each Member who signs the consent. Within ten (10) days following authorization of any action by written consent, the Association shall give notice to all Members of the material features of the authorized action.

Article III**Board of Directors: Number, Powers, Meetings****A. Composition and Selection.**

Section 3.1. Governing Body; Composition. The affairs of the Association shall be governed by a Board, each of whom shall have one vote. Directors shall be Members or spouses of such Members; provided, however, no person and his or her spouse may serve on the Board at the same time unless each spouse is a Member of the Association. In the case of a Member which is not a natural person, the person designated in writing to the Secretary of the Association as the representative of such Member shall be eligible to serve as a director. Members who have been convicted of a felony or crime involving moral turpitude may not serve as a Director.

Section 3.2. Number of Directors. The Board shall consist of not less than five (5) nor more than seven (7) directors, as provided in Section 3.4.

Section 3.3. Nomination and Election Procedures.

(a) Nominations. Nominations for election to the Board, if any, may be made from the floor, by written request of a Member to the Secretary or other person, or by a committee designated by the Board to accept nominations, such as a Nominating Committee. The Nominating Committee, if any, shall consist of a chairman, who shall be a director, and two (2) or more Members. The Nominating Committee, if any, shall be appointed by the Board not less than thirty (30) days prior to each annual meeting of the Members to serve a term of one (1) year or until their successors are appointed. Any Member whose nomination is received by the Secretary or other designated person or committee at least three (3) days prior to the delivery of the annual meeting notice, shall be included on the proxy/absentee ballot of the Association provided with the notice of the annual meeting. Any Member whose nomination is received after this period as well as any Member nominated from the floor at the annual meeting shall be included among the nominees running for election to the Board. A change in the list of nominees after the date that the annual meeting notice is sent shall not constitute an amendment to the motion to elect director(s). All candidates shall have a reasonable opportunity to communicate their qualifications to the Members and to solicit votes. The Board may adopt additional rules governing the procedures for the nomination of directors.

(b) Election Procedures. Each Member may cast all votes attributed to the Lots which such Member represents for each vacancy to be filled. A candidate, or his or her parent, child, brother, sister, grandparent, grandchild, great grandparent, great grandchild, aunt, or uncle may not count the votes for an election. A person who is authorized to count votes may not disclose to any other person how a Member voted; provided, however, that in the event of a recount, the person conducting the recount may be provided access to the ballots for purposes of the recount. There shall be no cumulative voting. That number of candidates equal to the number of positions to be filled and who receive the greatest number of votes shall be elected. The directors elected by the Members shall hold office until the expiration of his or her term. Directors may be elected to serve any number of consecutive terms.

(c) Recount. A Member may request, in writing, a recount of the votes cast for the election of directors no later than the fifteenth (15th) day after the date of the election. Upon the Board's timely receipt of a written request for a recount, the Board shall engage the services of a person qualified to tabulate the votes. This person must (i) not be a Member of the Association or related to a Member of the Board; and (ii) be a current or former county judge, county elections administrator, justice of the peace, county voter registrar, or a person mutually agreed upon by the Board and the requesting Member. The Member requesting the recount shall pay, in advance, the cost of the recount, including any fees payable to the person performing the recount. If the recount results in a change in the candidates who are elected to the Board, the Association shall reimburse the requesting Member any costs so advanced. Any recount must be completed no later than the thirtieth (30th) day after the date which is the later of (i) the Board's receipt of the

recount request, or (ii) the Board's receipt of the requesting Member's advance payment for costs. After the recount is completed, the Association shall provide written notice of the results of the recount to each member who requested the recount.

Section 3.4. Election and Term of Office. At each annual meeting, directors shall be elected for staggered terms with 3 directors being elected in odd-numbered years and either 2 directors (when the Board consists of 5 directors) or 4 directors (when the Board consists of 7 directors) being elected in even numbered years. Directors shall hold office until their respective terms have expired. At the expiration of the term of office of each such member of the Board of Directors and at each annual meeting thereafter, a successor shall be elected to serve for a term of two (2) years.

Section 3.5. Removal of Directors: Vacancies. Any director may be removed, with or without cause, by the vote of the Members holding a majority of the votes entitled to be cast for the election of such director. Any director whose removal is sought shall be given notice prior to any meeting called for that purpose. Upon removal of a director, a successor shall then and there be elected by the Members to fill the vacancy for the remainder of the term of such director.

Any director who is convicted of a felony or crime involving moral turpitude shall be automatically disqualified from service on the Board, and a successor may be appointed by the Board to fill the vacancy for the remainder of the term.

In the event of the death, disability or resignation of a director, a vacancy may be declared by the Board, and it may appoint a successor to serve for the remainder of the term of such director. Alternatively, the Board may call for an election for the purpose of electing a successor to fill any such vacancy on the Board. In such case, the Members shall be entitled to elect a successor to serve for the remainder of the term of such director.

B. Meetings.

Section 3.6. Organizational Meetings. The first meeting of the Board following each annual meeting of the Membership shall be held at such time and place as shall be fixed by the Board. The Board shall announce the actions taken at the organizational meeting, including the election of officers, at the next Board meeting and record those actions in the minutes of that meeting.

Section 3.7. Regular Meetings. Regular meetings of the Board 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 four (4) such meetings shall be held during each fiscal year with at least one (1) per quarter. Regular meetings must take place in Ellis County or in any county adjacent thereto. Notice of the date, time and place of the meeting shall be communicated to directors no less than four (4) days prior

to the meeting; provided, however, notice of a meeting need not be given to any director who has signed a waiver of notice or a written consent to holding of the meeting.

Section 3.8. Special Meetings. Special meetings of the Board shall be held when called by written notice signed in person or electronically by the President or by any two (2) directors. The notice shall specify the date and time of the meeting, and if the meeting is held solely by using a conference telephone or other communication system, the location of the meeting, and the nature of any special business to be considered. Special meetings must take place in Ellis County or in any county adjacent thereto. The notice shall be given to each director by one of the following methods: (i) by personal delivery; (ii) written notice by first-class mail, postage prepaid; (iii) by telephone communication, either directly to the director or to a person at the director's office or home who would reasonably be expected to communicate such notice promptly to the director; or (iv) by electronic mail, facsimile, computer, fiberoptics or other communication device. All such notices shall be given at the director's telephone number, facsimile number, registered electronic mail address, or sent to the director's address as shown on the records of the Association. Notices sent by first-class mail shall be deposited into a United States mailbox at least four (4) days before the time set for the meeting. Notices given by personal delivery, telephone, text message, electronic mail or other device shall be delivered or transmitted at least seventy-two (72) hours before the time set for the meeting.

Section 3.9. Notice to Members. Except as provided in Section 3.10, notice of the date, time, place, and general subject matter, including a general description of matters to be considered in executive session, of each Board meeting shall be given to each Member by one of the following methods: (i) by personal delivery of written notice; (ii) written notice by first-class mail, postage prepaid; (iii) by posting notice in a conspicuous manner in the community on the Association's common area or on privately-owned property with the property owner's consent **and** by electronic mail to each Member who maintains a registered electronic mail address with the Association; or (iv) by posting notice on a website, if any, maintained by or on behalf of the Association **and** by electronic mail to each Member who maintains a registered electronic mail address with the Association. It is each Member's duty to keep an updated electronic mail address registered with the Association at all times. All such notices shall be given at the Member's mailing address or registered electronic mail address as shown on the records of the Association. Notices sent by personal delivery or by first-class mail shall be delivered or sent at least ten (10) days before the date of the meeting but not more than sixty (60) days before the date of the meeting. Notices posted in the conspicuous community location or on the Association's website shall be posted at least seventy-two (72) hours before the start of the meeting. Notices given by electronic mail shall be transmitted at least seventy-two (72) hours before the time set for the meeting.

Section 3.10. Notice to Members Not Required. Notwithstanding the notice requirements

of Section 3.9, and except as provided below, notice to Member is not required for Board meetings which are convened to consider the following matters: (i) emergencies requiring immediate Board action; or (ii) routine and administrative matters. In the event that the Board meets without notice to the Members and takes any action with respect to either (i) or (ii) above, the Board shall orally summarize the actions taken at the next Board meeting and record those actions in the minutes of that next meeting.

Notwithstanding this Section 3.10, notice to Members of Board meetings to discuss or act upon any of the following matters must be provided to the Members as provided in Section 3.9 even though the matter may be an emergency or a routine or administrative matter: (i) fines; (ii) damage assessments; (iii) initiation of foreclosure actions; (iv) initiation of enforcement actions (except actions that seek the issuance of a temporary restraining order or that relate to violations involving a threat to health or safety); (v) increases in assessments; (vi) levying of special assessments; (vii) appeals from a denial of architectural review approval; or (viii) a suspension of a right of a particular Member.

Section 3.11. Waiver of Notice. Notice of a Board meeting is not required to be given to a director or Member entitled to notice if the director or Member signs a written waiver of notice of the meeting either before or after the meeting. The waiver of notice or consent need not specify the purpose of the meeting. Attendance or participation of a director or Member at a meeting constitutes a waiver of notice of the meeting, unless the director or Member attends a meeting for the sole purpose of objecting to the transaction of any business on the ground that the meeting is not lawfully called or convened. Attendance or participation of a director or a Member at a meeting constitutes a waiver of notice of a particular matter at the meeting that is not included in the purposes of the meeting described in the notice, unless the director or Member objects to considering the matter when it is presented.

Section 3.12. Telephonic and Electronic Meetings. Members of the Board or any committee may participate in a meeting of the Board or committee by means of conference telephone, or similar communications equipment, by means of which all persons participating in the meeting can simultaneously communicate with one another to consider the following matters: (i) emergencies requiring immediate Board action; or (ii) routine and administrative matters. Notwithstanding the above, Board meetings to discuss or act upon any of the following matters must be held in person even though the matter may be an emergency or a routine or administrative matter: (i) fines; (ii) damage assessments; (iii) initiation of foreclosure actions; (iv) initiation of enforcement actions (except actions that seek the issuance of a temporary restraining order or that relate to violations involving a threat to health or safety); (v) increases in assessments; (vi) levying of special assessments; (vii) appeals from a denial of architectural review approval; or (viii) a suspension of a right of a particular Member. Participation in a meeting pursuant to this subsection shall constitute presence in person at such meeting.

Section 3.13. Quorum of Board. At all meetings of the Board, a majority of the directors shall constitute a quorum for the transaction of business, and the directors present at a meeting at which a quorum is present shall constitute the decision of the Board. A meeting at which a quorum is initially present may continue to transact business, notwithstanding the withdrawal of directors, if any action taken is approved by at least a majority of the required quorum for that meeting. If any meeting of the Board cannot be held because a quorum is not present, a majority of the directors who are present at such meeting may adjourn the meeting to a date and time not less than ten (10) nor more than sixty (60) days from the date the original meeting was called, subject to the notice requirements set forth in Section 3.9 and Section 3.10. At the reconvened meeting, if a quorum is present, any business which might have transacted at the meeting originally called may be transacted without further notice.

Section 3.14. Adjournments of Board Meetings. If the Board recesses a regular or special Board meeting to continue the following regular business day, the Board is not required to post notice of the continued meeting if the recess is taken in good faith and not to circumvent the right of Members to notice of and attend Board meetings. If a regular or special Board meeting is continued to the following regular business day, and on that following day the Board continues the meeting to another day, the Board shall give notice of the continuation in at least one manner prescribed by Section 3.9 within two (2) hours after adjourning the meeting being continued.

Section 3.15. Compensation. No director shall receive any compensation from the Association for acting as such unless approved by Members representing a majority of the total votes of the Association at a regular or special meeting of the Association; provided any director may be reimbursed for expenses incurred on behalf of the Association upon approval of a majority of the other directors.

Section 3.16. Conduct of Meetings. The President shall preside over all meetings of the Board, and the Secretary shall keep a minute book of meetings of the Board, recording therein all resolutions adopted by the Board of Directors and all transactions and proceedings occurring at such meetings.

Section 3.17. Open Meetings. All meetings of the Board shall be open to all Members, but Members other than directors may not participate in any discussion or deliberation unless permission to speak is requested on his or her behalf by a director. In such case, the President may limit the time any Member may speak. Notwithstanding the above, the Board may adjourn any meeting of the Board and reconvene in executive session, excluding Members, to discuss the following matters: (i) personnel matters; (ii) pending or threatened litigation; (iii) contract negotiations; (iv) enforcement actions; (v) confidential communications with attorneys; (vi) matters involving the invasion of privacy of individual Members; or (vii) matters that are to

remain confidential by request of the affected parties and agreement of the Board. The general nature of any business to be considered in executive session must first be announced at the open meeting. Any decision made or expenditure approved shall be orally summarized (including a general explanation of expenditures) at the meeting and recorded in the minutes of the meeting in such a manner as to protect the sensitive or confidential nature of the information discussed.

Section 3.18. Action Without a Formal Meeting. Routine and administrative actions or emergencies requiring immediate Board action (other than those routine or emergency matters set forth in Section 3.10), may be taken without a meeting of the Board if a consent in writing, setting forth the action so taken, shall be signed by a sufficient number of directors as would be necessary to take that action at a meeting at which all of the directors were present and voted, and such consent shall have the same force and effect as a unanimous vote. The Board shall orally summarize any action taken without a formal meeting by written consent at the next Board meeting and shall record those actions in the minutes of that next meeting.

C. Powers and Duties.

Section 3.19. Powers. The Board shall have all of the powers and duties necessary for the administration of the Association's affairs and, as provided by law, may do or cause to be done all acts and things as are not by the Governing Documents or by law directed to be done and exercised exclusively by the Members or the membership generally.

Section 3.20. Duties. The duties of the Board shall include, without limitation, the following:

(a) preparation and adoption, in accordance with the Declaration, of annual budgets in which there shall be established the contribution of each Owner to the common expenses;

(b) making assessments to defray the common expenses, establishing the means and methods of collecting such assessments, and establishing the period of the installment payments of the annual assessment; provided, unless otherwise determined by the Board, the annual assessment for each Lot's proportionate share of the common expenses shall be payable on September 1 of each year or such other date designated by the Board;

(c) providing for the operation, care, upkeep and maintenance of all of the Association's common areas;

(d) designating, hiring and dismissing the personnel necessary for the operation of the Association and the maintenance, operation, repair and replacement of its property and the

Association's common areas and, where appropriate, providing for the compensation of such personnel and for the purchase of equipment, supplies and materials to be used by such personnel in the performance of their duties;

(e) collecting the assessments, depositing the proceeds thereof in a bank depository which it shall approve and using the proceeds to operate the Association; provided, any reserve fund may be deposited in the directors' best business judgment, in depositories other than banks;

(f) making and amending rules and regulations;

(g) opening of bank accounts on behalf of the Association and designating the signatories required;

(h) making or contracting for the making of repairs, additions and improvements to or alterations of the Association's common areas in accordance with the other provisions of the Declaration and these Bylaws after damage or destruction by fire or other casualty;

(i) enforcing by legal means the provisions of the Governing Documents and bringing any proceedings which may be instituted on behalf of or against the owners concerning the Association;

(j) obtaining and carrying insurance against casualties and liabilities, as provided in the Declaration, and paying the premium cost thereof;

(k) paying the cost of all services rendered to the Association or its Members and not chargeable directly to specific Owners;

(l) keeping books with detailed accounts of the receipts and expenditures affecting the Association and its administration, specifying the maintenance and repair expenses and any other expenses incurred;

(m) making available upon written request to any prospective purchaser of a Lot, any Owner of a Lot, any First Mortgagee, and the holders, insurers and guarantors of a First Mortgage on a Lot, at the requesting parties' expense, current copies of the Governing Documents and all other books, records and financial statements of the Association; and

(n) permitting utility suppliers to use portions of the Association's common areas reasonably necessary to the ongoing development or operation of the Properties.

Section 3.21. Management. The Board may employ for the Association a professional management agent or agents at a compensation established by the Board to perform such duties and services as the Board shall authorize. The Board may delegate to its managing agent or manager, subject to the Board's supervision, all of the powers granted to the Board by these Bylaws.

Section 3.22. Accounts and Reports. The following management standards of performance will be followed unless the Board by resolution specifically determines otherwise:

(a) accrual accounting, as defined by generally accepted accounting principles, shall be employed;

(b) accounting and controls should conform to generally accepted accounting principles;

(c) cash accounts of the Association shall not be commingled with any other accounts;

(d) no remuneration shall be accepted by the managing agent from vendors, independent contractors or others providing goods or services to the Association, whether in the form of commissions, finder's fees, service fees, prizes, gifts or otherwise; anything of value received shall benefit the Association;

(e) any financial or other interest which the managing agent may have in any firm providing goods or services to the Association shall be disclosed promptly to the Board;

(f) an annual report consisting of at least the following shall be made available to all Members within one hundred twenty (120) days after the close of the fiscal year: (i) a balance sheet; (ii) an operating (income statement); and (iii) a statement of changes in financial position for the fiscal year. The annual report referred to above shall be prepared on an audited, reviewed or compiled basis, as determined by the Board, by an independent public accountant; provided, upon written request of any holder, guarantor or insurer of any First Mortgage on a Lot, the Association shall provide an audited financial statement at the expense of the requesting party.

Section 3.23. Borrowing. The Association shall have the power to borrow money for any legal purposes; provided the Board shall obtain approval of a majority of the Members in the event that the proposed borrowing is for the purpose of making discretionary capital improvements and the total amount of such borrowing, together with all other debt incurred within the previous 12-month period, exceeds or would exceed twenty percent (20%) of the budgeted gross expenses of the Association for that fiscal year.

Section 3.24. Rights of the Association. With respect to the Association's common areas, and in accordance with the Certificate of Formation and the Declaration, the Association shall have the right to contract with any person for the performance of various duties and functions. Without limiting the foregoing, this right shall entitle the Association to enter into common management, operational or other agreements with trusts, condominiums, cooperatives and other owners or residents associations, both within and without the Properties. Such agreements shall require the consent of a majority of the total number of directors of the Association.

Section 3.25. Enforcement. The Association shall have the power to impose sanctions, including the levying of fines, for violations of the Governing Documents. The failure of the Board to enforce any provision of the Governing Documents shall not be deemed a waiver of the right of the Board to do so thereafter or of the right to enforce any other violation.

(a) Notice. Except as provided below, prior to suspending an Owner's right to use the Association's common areas, filing suit against an Owner (other than a lawsuit to collect an assessment or related charge or to foreclose the Association's assessment lien), charging an Owner for property damage, or levying a fine for a violation of the Governing Documents, the Board or its delegate shall serve the alleged violator with written notice by certified mail, return receipt requested, notifying the Owner of the following: (i) the nature of the alleged violation or property damage and the amount, if any, due the Association from the Member, (ii) a reasonable time period in which the violator may cure the violation and avoid the proposed sanction (unless the violator was given notice and a reasonable opportunity to cure a similar violation within the preceding six months), (iii) that the Owner may present a written request for a hearing on or before the 30th day after the date the Owner receives this notice, and (iv) notice that the owner "may have special rights or relief related to the enforcement action under federal law, including the Servicemembers Civil Relief Act (50 U.S.C. app. Section 501 et seq.), if the owner is serving on active military duty."

The notice and hearing provisions of this Section 3.25 do not apply if the Association files a suit seeking a temporary restraining order or temporary injunctive relief or files a suit that includes foreclosure as a cause of action.

(b) Hearing. If a hearing is requested within the allotted thirty (30) day period, the hearing shall be held before the Board in executive session. The alleged violator shall be afforded a reasonable opportunity to be heard. Prior to the effectiveness of any sanction hereunder, proof of proper notice shall be placed in the minutes of the meeting. Such proof shall be deemed adequate if a copy of the notice, together with a statement of the date and manner of delivery, is entered by the Person who delivered such notice. The notice requirement shall be deemed satisfied if the alleged violator appears at the meeting. The minutes of the meeting shall contain a written statement of the results of the hearing and the sanction, if any, imposed.

(c) Additional Enforcement Rights. Notwithstanding anything to the contrary herein contained, the Board may elect to enforce any provision of the Governing Documents by self-help (specifically including, but not limited to, the towing of vehicles that are in violation of parking restrictions or rules and regulations) or by suit at law or in equity to enjoin any violation or to recover monetary damages or both without the necessity of compliance with the notice and hearing procedure set forth above. In any such action, to the maximum extent permissible, the Owner or occupant responsible for the violation of which abatement is sought shall pay all costs, including reasonable attorney's fees actually incurred. Any entry onto a Lot for purposes of exercising this power of self-help shall not be deemed a trespass.

Article IV

Officers

Section 4.1. Officers. The officers of the Association shall be a President, Vice President, Secretary and Treasurer, to be elected from among the members of the Board. The Board may appoint such other officers, including one or more Assistant Secretaries and one or more Assistant Treasurers, as it shall deem desirable, such officers to have the authority and perform the duties prescribed from time to time by the Board. Any two or more offices may be held by the same person, except the office of President.

Section 4.2. Election and Term of Office. The officers of the Association shall be elected annually by the Board at the first meeting of the Board following each annual meeting of the Members.

Section 4.3. Removal and Vacancies. Any officer may be removed by the Board whenever in its judgment the best interests of the Association will be served thereby. A vacancy in any office arising because of death, resignation, removal or otherwise may be filled by the Board for the unexpired portion of the term.

Section 4.4. Powers and Duties. The officers of the Association shall each have such powers and duties as generally pertain to their respective offices, as well as such powers and duties as may from time to time specifically be conferred or imposed by the Board. The

President shall be the chief executive officer of the Association. The Treasurer shall have primary responsibility for the preparation of the budget as provided for in the Declaration and may delegate all or part of the preparation and notification duties to a finance committee, management agent or both.

Section 4.5. Resignation. Any officer may resign at any time by giving written notice to the Board, the President or the Secretary. Such resignation shall take effect on the date of the receipt of such notice or at any later time specified therein, and unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

Section 4.6. Agreements, Contracts, Deeds, Leases, Checks, etc. All agreements, contracts, deeds, leases, checks and other instruments of the Association shall be executed by at least two (2) officers or by such other person or persons as may be designated by resolution of the Board.

Section 4.7. Compensation. Compensation of officers shall be subject to the same limitations as compensation of directors under Section 3.15.

Article V

Committees

Section 5.1. General. Committees are hereby authorized to perform such tasks and to serve for such periods as may be designated by a resolution adopted by a majority of the directors present at a meeting at which a quorum is present. Each committee shall cooperate in accordance with the terms of the resolution of the Board designating the committee or with rules adopted by the Board of Directors.

Article VI

Miscellaneous

Section 6.1. Fiscal Year. The fiscal year of the Association shall be set by resolution of the Board. In the absence of a resolution, the fiscal year shall be the calendar year.

Section 6.2. Conflicts. If there are conflicts between the provisions of Texas law, the Certificate of Formation, the Declaration and these Bylaws, the provisions of Texas law, the Declaration, the Certificate of Formation and the Bylaws (in that order) shall prevail.

Section 6.3. Books and Records.

(a) Inspection by Mortgagees. Except for Confidential Records (as defined in Section 6.3(e) below), the books and records of the Association (including financial records) shall be made available for inspection and copying by any holder, insurer or guarantor of a First Mortgage on a Lot, or by the duly appointed representative of any of the foregoing, upon written request stating a proper purpose for the request. Such inspection shall take place during normal business hours at the office of the Association or at such other place within the Property as the Board shall prescribe. The cost, including copy charges, document retrieval charges and a

Board shall prescribe. The cost, including copy charges, document retrieval charges and a reasonable administrative fee, shall be at the expense of the requesting party and may be required to be paid in advance of the inspection.

(b) Inspection or Production of Records. Each Member of the Association may submit a written request to the Board or its representative by certified mail to the address of the Association or authorized representative as listed on the most current management certificate filed of record, to either inspect the books and records of the Association (including financial records) identified in the request or to have the Association deliver those books and records identified in the request to the Member or to a person designated in a writing signed by the Member as the Member's agent, attorney or certified public accountant. Except for Confidential Records (as defined in Section 6.3(e) below), the Member may inspect or the Association must produce the books and records identified in the request. If the Member requests to inspect the Association's books and records, the Association must, on or before ten (10) business days of receipt of a request, send written notice of the dates and times during normal business hours that the Member may perform the inspection to the extent that those books and records are in the possession, custody or control of the Association. If the Member requests that the Association produce the books and records, the Association must, to the extent that those books and records are in the possession, custody or control of the Association, either (i) produce the records requested on or before ten (10) business days from the date of receipt of the request; or (ii) if the Association cannot produce records on or before ten (10) business days, inform the Member of that fact on or before the ten (10) business day time period and then produce the records on or before fifteen (15) business days of providing that notice.

(c) Inspection and Production Costs. The Association shall adopt and record a records production and copying policy that prescribes the costs for compilation, production and copying of Association records in response to a Member's records request. Upon adoption and recordation of this policy, the Association may require the Member to pay, in advance, the estimated costs of the records inspection or production (subject to the cost limitations set forth under law). On or before the thirtieth (30th) business day following the completion of the document inspection or production, the Association shall send the Member a final accounting invoice for the inspection or production. If the actual costs exceed the estimated costs of the inspection or production, the Member must reimburse the Association on or before thirty (30) business days of the final accounting invoice. In the event that the Member fails to timely reimburse the Association, the unpaid balance of the invoice shall be added to and become a part of the Member's assessment obligation to the Association and a lien against the Member's Lot, and may be collected in the same manner as any other assessment payable to the Association. If the actual costs are less than the estimated costs of the inspection or production of records, the Association shall refund the excess amount to the Member on or before the thirtieth (30th) business day after the date that the Association sends the final accounting invoice.

(d) Inspection by Directors. Every director shall have the absolute right at any reasonable time to inspect all books, records and documents of the Association and the

physical Property owned or controlled by the Association. The right of inspection by a director includes the right to make extracts and a copy of relevant documents at the expense of the Association.

(e) Confidential Records. Except as hereinafter provided, Members are not entitled to inspect or to have produced to them Confidential Records. For purposes of these Bylaws, Confidential Records shall mean and include records that identify a Member's covenant violation history, a Member's personal financial information (including payment and delinquency information) with the Association, a Member's contact information (other than the Member's address in the development), employee records, attorney's files and records relating to the Association (excluding invoices requested by a Member under Section 209.008(d) of the Texas Property Code), or documents constituting attorney work product or attorney client communications. If a Member whose records are the subject of another Member's inspection or production request consents in writing to the release of his or her Confidential Records, the Association must allow the requesting Member to inspect the Confidential Records or the Association must produce the Confidential Records. In addition, the Association must allow an inspection or must produce Confidential Records if so ordered by a court of competent jurisdiction.

Section 6.4. Notices. Unless otherwise provided in these Bylaws, all notices, demands, bills, statements or other communications under these Bylaws shall be in writing and shall be deemed to have been duly given if delivered personally or if sent by United States mail, first-class postage prepaid:

(a) if to a Member, at the physical address which the Member has designated in writing and filed with the Secretary or, at the Member's registered electronic mail address, or, if no such physical or electronic address has been designated or registered, at the address of the Lot of such Member; or

(b) if to the Association, the Board, or the managing agent, at the principal office of the Association or the managing agent, if any, or at the address listed in the most recent recorded management certificate, or at such other address as shall be designated by notice in writing to the Members pursuant to this Section.

Section 6.5. Amendment.

(a) By Owners. Except as otherwise specifically provided herein, these Bylaws may be amended only by the affirmative vote or written consent, or any combination thereof, of Members representing at least a majority of the outstanding votes in the Association. If a Member consents to any amendment to these Bylaws, it will be conclusively presumed that such Member has the authority so to consent and no contrary provision in any Mortgage or contract between the Member and a third party will affect the validity of such amendment. Any amendment to be effective must be recorded in the County Clerk Official Records of Ellis

County, Texas.

(b) By Board. The Board may unilaterally amend these Bylaws at any time and from time to time if such amendment is (i) for the purpose of correcting technical errors or for clarification only or (ii) necessary to bring any provision hereof into compliance with any applicable governmental statutes, rule or regulation, or judicial determination. In addition to the foregoing, the Board may unilaterally amend these Bylaws if such amendment does not adversely affect the other Owners and is (i) necessary to enable any reputable title insurance company to issue title insurance coverage with respect to any portion of the Property; (ii) required by an institutional or governmental lender or purchaser of mortgage loans, including, for example, the Federal National Mortgage Association or Federal Home Loan Mortgage Corporation, to enable such lender or purchaser to make or purchase mortgage loans on any portion of the Property; or (iii) necessary to enable any governmental agency or reputable private insurance company to guarantee or insure mortgage loans on any portion of the Property.

SECRETARY'S CERTIFICATE

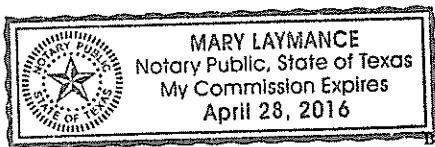
I, the undersigned, am the duly elected and acting Secretary of Shiloh Forest Estates Owners Association, a Texas non-profit corporation, and I do hereby certify:

That the within and foregoing Bylaws were adopted as the Bylaws of said corporation as of the 17th day of October, 2012, that the same do now constitute the Bylaws of said corporation, and that they have not been modified, amended nor rescinded.

IN WITNESS WHEREOF, I have hereunto subscribed my name as of October 17, 2012.

Mary Laymance
Oct 17th 2012

Angela Loh
Secretary



VI.
CERTIFICATE OF FORMATION



Office of the Secretary of State

CERTIFICATE OF FILING OF

Shiloh Forest Estates Owners Association
File Number: 801628428

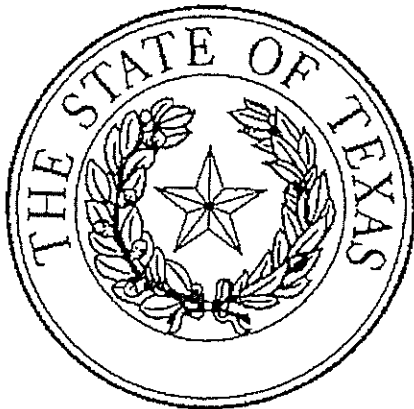
The undersigned, as Secretary of State of Texas, hereby certifies that a Certificate of Formation for the above named Domestic Nonprofit Corporation has been received in this office and has been found to conform to the applicable provisions of law.

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

The issuance of this certificate does not authorize the use of a name in this state in violation of the rights of another under the federal Trademark Act of 1946, the Texas trademark law, the Assumed Business or Professional Name Act, or the common law.

Dated: 07/19/2012

Effective: 07/19/2012



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

Hope Andrade
Secretary of State

FILED
In the Office of the
Secretary of State of Texas

JUL 19 2012

Corporations Section

**CERTIFICATE OF FORMATION OF
SHILOH FOREST ESTATES
OWNERS ASSOCIATION**

REAL PROPERTY

Shiloh Forest Estates is an addition to the City of Midlothian Extra-territorial Jurisdiction (ETJ), Texas, according to the Plat, Shiloh Forest Phase I recorded on February 15, 2006 as Instrument No. 0604701 and the Plat, Shiloh Forest Phase II recorded on December 13, 2007 as Instrument No. 0735431, Real Property Records, Ellis County, Texas. This Certificate pertains to Shiloh Forest Estates, Phase I and II and to any other real property (collectively, the "Real Property") THAT IS MADE SUBJECT TO THE Declarations Of Covenants, Conditions & Restrictions for Shiloh Forest Estates, Phase I and II, recorded or to be recorded in the Real Property Records of Ellis County, Texas, as it may be amended, supplemented, and restated from time to time (the "Declaration"). (The property description is provided to enable recording in Ellis County's Public Records.)

ARTICLE 1. NAME AND TYPE. The name of this domestic nonprofit entity is Shiloh Forest Estates Owners Association (hereafter, the "Association"). This entity is the mandatory nonprofit property owners association created by the Declaration to govern the above referenced Real Property. The filing of this certificate creates a nonprofit corporation status for the Association.

ARTICLE 2. REGISTERED AGENT & ADDRESS. See Article 17.

ARTICLE 3. MANAGEMENT BY BOARD. The management and affairs of the Association are vested in the board of directors, except for those matters expressly reserved to others in the Governing Documents. The Declaration or Bylaws may determine the number and qualification of directors; the term of office of directors; the methods of electing, removing and replacing directors; and the methods of holding a board meeting and obtaining consents. Directors may not vote by proxy at meetings of the board. See Article 19 for the names and addresses of the initial directors.

ARTICLE 4. MEMBERSHIP. The Association is a nonstock membership organization - the owners of lots in Shiloh Forest Phase I and Phase II, being the

members of the Association. The Declaration or Bylaws will determine the number and qualifications of members of the Association; any classes of membership; the voting rights and other privileges of membership; and the obligations and liabilities of members. Cumulative voting is not allowed.

ARTICLE 5. PURPOSES. The general purposes for which the Association is formed are (1) to exercise the rights and powers and to perform the duties and obligations of a Texas property owners association, in accordance with the Governing Documents and applicable State law, as each may be amended from time to time, and (2) for any lawful purpose not expressly prohibited under Chapters 2 or 22 of the Texas Business Organizations Code (the "Code"), including any purposes described by Section 2.002 of the Code.

ARTICLE 6. MANNER OF DISTRIBUTION. The Association is authorized on its winding up to distribute its assets in a manner other than as provided by Section 22.304 of the Code. The manner of distribution is as follows. In the event of winding up, the assets of the Association will belong to the members of the Association at the time of winding up and will be distributed, liquidated, or conveyed in accordance with the terms of a termination agreement approved by owners to whom 80 percent or more of the votes in the Association are allocated at the time of winding up.

ARTICLE 7. DURATION. The Duration of the Association is perpetual.

ARTICLE 8. POWERS. In the furtherance of its purposes, the Association has the following powers which, unless indicated otherwise by the Governing Documents or applicable State law, may be exercised by the board of directors: (1) all rights and powers conferred on nonprofit entities by applicable State law in effect from time to time; (2) all rights and powers conferred on property owners associations by applicable State law, in effect from time to time; (3) all powers necessary, appropriate, or advisable to perform any purpose or duty of the Association as set out in the Governing Documents or applicable State law.

ARTICLE 9. MEETING LOCATION. Unless the Declaration or Bylaws provide otherwise, meetings of the members of the Association will be held at a suitable place convenient to the members, as determined by the board.

ARTICLE 10. LIMITATIONS ON LIABILITY. A director of the Association is not liable to the Association or its members for monetary damages for acts or omissions that occur in the person's capacity as a director, except to the extent a person is found liable for (1) a breach of the director's duty of loyalty to the Association or its

members; (2) an act or omission not in good faith that constitutes a breach of duty of the director of the Association; (3) an act or omission that involves intentional misconduct or a knowing violation of the law; (4) a transaction from which the director receives an improper benefit, whether or not the benefit resulted from an action taken within the scope of the person's office; or (5) an act or omission for which the liability of a director is expressly provided by an applicable statute. If the director is a member of the Association, this limitation on liability does not eliminate or modify that person's pro rata share of the Association's liability as a member of the Association.

ARTICLE 11. IDEMNIFICATION. As provided by the Bylaws, the Association will indemnify a person who was, is, or is threatened to be made a named defendant or respondent in a proceeding because the person is or was a director, officer, committee chair, or committee member of the Association. Additionally, the Association may indemnify a person who is or was an employee, trustee, agent, or attorney of the Association, against any liability asserted against him and incurred by him in that capacity and arising out of that capacity.

ARTICLE 12. AMENDMENT OF CERTIFICATE This Certificate may be amended or restated subject to the following:

Section 12.1. General Provisions. (1) An amendment may not conflict with the Declaration, the Bylaws, or applicable State law. (2) An amendment may not impair or dilute a right granted to a person by the Declaration, without that person's written consent. (3) If the Association is incorporated by the State of Texas at the time of amendment, an amendment must be in accordance with applicable provisions of the Code.

Section 12.2. Amendment by Board. The board of director may unilaterally amend or restate this Certificate, without a vote of the owners, for the following limited purposes: (1) to delete the names and addresses of initial directors, (2) to delete the name and address of the initial registered agent or office, provided a statement of change is on file with the Secretary of State, and (3) to change the name of the Association with the Secretary of State by adding, deleting, or changing a geographical attribute to the name.

Section 12.3. Amendment by Members. For all other purposes, an amendment must be approved by the board and by at least two-thirds of the votes or voting interest present, in person or by proxy, at a properly called meeting of the Association for which a quorum is obtained.

ARTICLE 13. AMENDMENT OF BYLAWS. The Bylaws of the Association may be amended or repealed according to the amendment provision of the Bylaws, which reserve those powers to the members, with limited exceptions for the board acting alone.

ARTICLE 14. ACTION WITHOUT MEETING. Subject to the additional requirements of Code Section 6.202, any action required by the Code or by the Governing Documents to be taken at a meeting of members or owners may be taken without a meeting if a consent in writing, setting forth the action to be taken, is signed by a sufficient number of members or owners as would be necessary to take that action at a meeting at which the required number of owners or members were present and voted.

ARTICLE 15. CHANGE OF STATUS. The continuing existence of the Association as described in its Governing Documents is vested in its members - the owners of the Real Property - not in its corporate status, its name, or its filing number. During any period in which the Association is not incorporated, it will be subject to the Texas Uniform Unincorporated Nonprofit Association Act (Chapter 252 of the Code), and this Certificate will continue to be effected as a Governing Document of the Association.

ARTICLE 16. INITIAL BOARD OF DIRECTORS. The initial board consists of five directors who serve at the pleasure of Declarant during the Declarant Control Period, and who will serve as directors until the earlier of (1) their successors are appointed by Declarant, or (2) their successors are elected by the members of the Association after the Declarant Control Period. The number of directors is determined by the Bylaws, and may be changed from time to time by amendment of the Bylaws. The name and address of each initial director are as follows:

<u>Name</u>	<u>Address</u>
Ron Cox, President	3710 Shiloh Trail Midlothian, TX 76065
George Robins, Vice President	5651 Shiloh Forest Midlothian, TX 76065

Angela Colten, Secretary/Treasurer 5630 Shiloh Forest
Midlothian, TX 76065

Rob Starner, Member 5631 Shiloh Forest
Midlothian, TX 76065

Penny Stapleton, Member 3521 Shiloh Trail
Midlothian, TX 76065

ARTICLE 17. NAME & OFFICE OF INITIAL REGISTERED AGENT. The name of the Association's initial registered agent is Lone Star Association Management. The address of the Association's initial registered agent is 2500 Legacy Drive, Suite 220, Frisco, TX 75034.

ARTICLE 18. EFFECTIVENESS OF FILING. This document becomes effective as a certificate of filing for a nonprofit corporation when the document is filed by the Secretary of State.

EXECUTION

The undersigned signs this document subject to the penalties imposed by law for the submission of a materially false or fraudulent instrument.

CERTIFICATE OF FORMATION OF
SHILOH FOREST ESTATES OWNERS ASSOCIATION

SIGNED this _ day of July, 2012.

Ron Cox

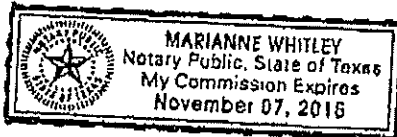
Board President

THE STATE OF TEXAS §

§

COUNTY OF ELLIS §

This instrument was acknowledged before me on this 13 day of ~~June~~^{July}, 2012 by Ron Cox



Marianne Whitley

Notary Public, State of Texas

SHILOH FOREST OWNERS ASSOCIATION

COVENANT ENFORCEMENT AND FINING POLICY

SECTION 1. ACTIONS REQUIRING NOTICE AND HEARING. Before taking any of the below-described actions, the Association must give written notice and an opportunity for a hearing according to the requirements of this Article and the notice and hearing requirements of applicable law, such as Chapter 209 Texas Property Code. The following actions by or with the approval of the board or the Association, require notice and hearing as provided by this Article:

- a. Suspension of use of common area.
- b. Self-help may be used to correct violations. The cost will be assessed to the owners account.
- c. Imposition of a fine for a violation of any provision of the Governing Documents, other than fines, interest, or collection fees charged for delinquent accounts. Imposition of fines will be on the following basis:
 - a. Up to \$100 per violation
 - b. There is no limit to the number of fine applications
- d. Charging an owner or a lot for property damage.
- e. Filing suit against an owner other than a suit related to the collection of assessments or foreclosure of the Association's assessment lien.

SECTION 2. NOTICE. The Required written notice must contain (1) the date the violation notice is prepared or mailed; (2) a statement that not later than the 30th day after the owner receives the notice, the owner may request a hearing to discuss and verify facts and resolve the matter in issue, pursuant to this Article and applicable law, such as Section 209.007 Texas Property Code; (3) a statement of how and where the request for hearing should be made or delivered; (4) a statement that if the hearing is before a committee or anybody other than the board, the owner has the right to appeal the decision to the board by written notice to the board; (5) a statement that the owner may be liable for reimbursement of attorney's fees and costs if the violation continues or the damage is not paid by a stated date; and (6) the following contents applicable to violations or damage claims, as the case may be.

SECTION 3.

3a. Notice of Violation. In the case of a violation of the provision of the Governing Documents, the written notice must also contain the following: (1) a description of the violation; (2) a reference to the rule or provision of the Governing Documents that is being violated, if applicable; (3) a description of the action required to cure the violation; (4) the amount of the fine or charge to be levied, the nature of the common area suspension, and/or the abatement action to be taken; (5) unless the owner was given notice and a reasonable opportunity to cure a similar violation within the preceding 6 months, a statement that the owner may avoid the fine or suspension by curing the violation in a reasonable period of time, which may be specified in the notice.

3b. Notice of Damage. In the case of property damage for which the Association seeks reimbursement or imposition of a charge on the owner or the lot, the written notice must also contain (1) a description of the property damage and (2) the amount of the Association's claim against the owner or the lot.

3c. Notice to Resident. In addition to giving the violation notice to the owner, the board may also give a copy of the notice to the non-owner resident, if the board deems it appropriate.

3d. Receipt of Notice. Unless applicable law provides otherwise, any notice given to an owner pursuant to this Article will be deemed received by the owner (1) on personal delivery to the owner or to a person at the owner's address, or (2) on the third business day after the notice is deposited with the U.S. Postal Service, addressed to the owner at the most recent address show on the Association's records, whether or not the owner actually receives the notice.

SECTION 4. HEARING

4a. Request for Hearing. To request a hearing, an owner must submit a written request within 30 days after receiving the Association's written notice. Within 10 days after receiving the owner's request for a hearing, and at least 10 days before the hearing date, the Association will give the owner notice of the date, time, and place of the hearing. If the Association or the owner requests a postponement of the hearing, the hearing will be postponed for up to 30 days. Additional postponements may be granted by agreement of the parties.

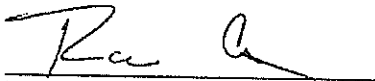
4b. Pending Hearing. Pending the hearing, the board may continue to exercise the Association's other rights and remedies for the violation, as if the declared violation were valid. The owner's request for a hearing suspends only the action described in the Association's written notice.

4c. Attendance. The hearing may be held with or without the presence of the owner or the owner's representative.

4d. Hearing. The hearing may be held in a closed or executive session of the board. At the hearing, the board will consider the facts and circumstances surrounding the violation. The owner may attend the hearing in person, or may be represented by another person or written communication.

4e. Minutes of Hearing. The minutes of the hearing must contain a statement of the results of the hearing and the amount of fine or charge, if any, imposed, or abatement or suspension action, if any authorized.

Shiloh Forest Owners Association



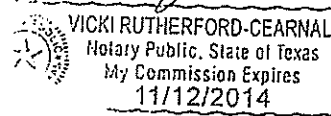
Ron Cox, President

STATE OF TEXAS

COUNTY OF ELLIS

Before me the undersigned notary, appeared this 18th day of October, 2012, Ron Cox, acting in his capacity as President of Shiloh Forest Owners Association.


Notary Public, State of Texas



MISSION STATEMENT

The goal of the Architectural Control Committee ("ACC") is the guardianship of the property values of all members of to maintain a high level of taste and design standards within the Shiloh Forest community. The ACC shall use its best efforts to promote and ensure a high level of taste, design, quality, harmony and conformity throughout the Shiloh Forest Estates.

Unless implicitly stated otherwise herein, all exterior construction improvements, repairs, plantings, building material changes or color changes shall be submitted to the ACC for approval prior to work commencing. If the owner of the property chooses to move forward or allow progress to be made with modifications before permission is granted, the owner assumes the risk that permission may be denied by the ACC regardless of the level of completion of the project, and the improvement will need to be removed and the particular area returned to its original configuration at the sole cost and expense of the homeowner.

I. BUSINESS, NOXIOUS AND OFFENSIVE ACTIVITIES

No lot shall be used for business, professional, commercial, or manufacturing of any kind. No noxious or offensive activity shall be undertaken with in the Addition nor shall anything be done which is or may become an annoyance or nuisance to the neighborhood. Article 1 Section 10(l) of Deed Restrictions. No loud or noxious activities.

II. APPEARANCE OF THE LOT

Both the lot and the home must be maintained in the manner so as not to be unsightly when viewed from the street or neighboring lots. The architectural reviewer is the arbitrator of acceptable appearance standards.

III. STORAGE SHED AND STRUCTURES

Any storage shed, outbuilding, gazebo, greenhouse, or other added structure shall contain no more than 360 square feet of floor space and must comply with the following guidelines:

- a. All outbuildings must be placed within the fenced-in portion of the property
- b. All outbuildings must not have any portion of the structure below the sidewall height visible from the street.
- c. It is recommended that side walls be a maximum of 7'.
- d. The exterior surface must not consist of metal or cinder block.

- e. If stained, the stain must match or compliment the structure of the dwelling unit. If not stained, the structure must be painted or constructed to match or compliment the structure of the dwelling unit. Any staining or painting must be completed within 60 days of installation.
- f. Detached accessory buildings may not be used as a living quarters or leased to third parties.
- g. No accessory building may encroach into any utility easement of the homeowner's lot unless all utility companies involved have granted written consent to the encroachment. It shall be the sole responsibility of the homeowner to secure said consent from the respective utility companies.
- h. All outbuildings must comply with such additional requirements as the ACC may reasonably determine after review of the accessory building plans and specifications.
- i. All outbuildings must not impede or change drainage flow per approved grading plan.
- j. If a building is larger than 360 sq. ft. it must be a permanent building with the entire front being 100% brick or stone to match the residence with the other 3 side being brick or stone to approximately 36". Shingles should match the shingles on the roof of home and must be built per the guidelines in the Declaration of Covenant, Conditions and Restrictions.
- k. The ACC has sole desecration to make decisions on all buildings.

IV. BASKETBALL HOOPS

Basketball hoops and backboards are not permitted to be mounted on the garage. Temporary basketball hoops or backboards may only be used within the driveway of a lot. Temporary basketball hoops or backboards may not be placed or used on the street or cul-de-sac. In ground mounted are permitted to be mounted in an area along the driveway and close to the garage.

V. PATIO COVERS

Patio covers shall be constructed of materials that complement the house. Patio covers made primarily of aluminum or other metals are not permitted. If attached to the house, patio covers shall be integrated into the existing roof line, and if it is to be shingled, the shingles must match the house roof. Approval by the ACC is required for all patio covers. Please note that a building permit is required to add a patio cover. Please submit a copy of the permit along with the variance request.

VI. ROOM ADDITIONS

Room additions will only be considered if they are constructed of an exterior façade that matches the existing façade of the dwelling unit and complies with the overall exterior masonry

requirement for the dwelling, excluding windows doors and gables, and roofed with materials that match and are comparable with the rest of the dwelling.

VII. FENCING AND RETAINING WALLS

Side and Rear Yard Fencing: When a homeowner intends to rebuild, replace or repair an original or previously approved erected fence to the same color scheme, with similar material and construction details as listed in the original fence or wall, the work may proceed without an application to the ACC. Any painting, staining, or varnishing of the fence other than to a previously approved and applied color must be approved by the ACC. Bold colors and primary colors are prohibited. New fences must first be approval by ACC before construction.

For properties bordering the ponds or creeks must have a black wrought iron fence to allow an open view of the area. The ACC will determine how far back or how near a wood fence may extend from back of house. No chain link fencing or barbed wire shall be permitted on any lot. Coated Black chain link fences may be allowed as an interior cross fence but requires the ACC approval.

Height & Location: Fences may not be constructed nearer to the street than the building lines for the front and side yards. Unless approved in writing by the ACC, no fence shall be taller than eight feet (8') in height.

Finish Side "Out": New or replacement fences visible from the street, common area, or a neighboring development, public park, school site, or undeveloped tract of land must have a "Finished Side" appearance on the outward face of the fence.

Condition: Each owner must maintain the fences and gates on his lot in a condition and appearance that is standard for the neighborhood. Stained fences that are discolored from lawn sprinklers shall be stained regularly to maintain an attractive appearance. **If a fence in need of repair or replacement, the ACC recommends that cost of such repairs be split equally between the neighbors who share that particular section of fence. If misuse of the fence caused repair or replacement to be necessary, the party responsible for the damage shall absorb all costs associated with the repair or replacement.**

Permitted Materials: Fences shall be constructed of wood material (Cedar or better). Homes with the back facing the ponds or creek are required to have and maintain wrought iron.

Prohibited Materials: Barbed wire and chain link fencing are prohibited. No cross ties are permitted.

Front Yard Fences: Front yard fencing of any type is prohibited.

Permitted: The following treatments are permitted, without necessity of obtaining the prior approval of the ACC:

- Wood fences left in their natural state, without any protective finish.
- Clear colorless sealants
- Semi-transparent stains

Prohibited: The following finishes are prohibited, unless the owner has the prior written approval of the Architectural Reviewer:

- Paint
- Any stain, even semi-transparent stains, if the color is not "standard" for the property or is not on the ACC's list of colors approved for the property.

VIII. EXTERIOR PAINT

- a. When a homeowner intends to repaint or repair an original or previously approved and applied color scheme or repair a damaged or deteriorated portion of the exterior structure, the work may proceed without an application to the ACC for approval so long as the repairs are to return that portion of the structure to the original or previously approved condition. All other painting, repair, or refurbishing work must be submitted to the ACC for approval, including but not limited to; front doors, rear doors, and garage doors, siding, trim, eaves, downspouts, shutters and fencings.
- b. Color changes must be approved by the ACC. The ACC shall approve any color scheme generally expressive of the community's character. Color of brick used on the house and color of the neighboring houses are taken into consideration. The use of earth tones and neutral colors are encouraged. Bold colors and primary colors are prohibited.

IX. DECKS

- a. Decks may not encroach into any utility easements unless the utility companies involved have granted written consent to such encroachment. It shall be the sole responsibility of the homeowner to secure said consent from the respective utility companies.
- b. Decks shall be situated on a lot such that they do not affect drainage of the lot or any neighboring lot.
- c. Decks taller than eighteen (18") inches from the ground must have finished sidewalls.
- d. Decks must be constructed with standard deck building materials (cedar, pressure treated pine, oak or composite decking materials such as simulated wood decking that does not shrink, crack or weather with age).

X. SWIMMING POOLS AND SPAS

- 10.1 Pools or spas may not encroach into any easement upon a homeowner's lot unless the utility companies involved have granted written consent to such encroachment. It shall be the sole responsibility of the homeowner to secure said consent for the respective utility companies.
- 10.2 Pools and spas must meet all building set back line and easement restrictions on recorded plat. Grade changes permanently affecting lot drainage is prohibited during construction of the pool.
- 10.3 Pools or spas may only be placed within the fenced-in portion of the property behind the residence and must comply with applicable city statutes and codes.
- 10.4 All pool and spa equipment and tools must be screened from view of other lots, streets and common area.
- 10.5 Above ground spas may be permitted if the spa is self-contained and designed to be mounted on an appropriate slab or support system and is not visible from other lots, streets or common areas.
- 10.6 "Kiddie" type pools less than five (5) feet in diameter are authorized in front yard without ACC approval, but must be removed by sunset on the day of use.
- 10.7 No above ground pools are permitted as described in Article 1, Section 9 of Deed Restrictions.

XI. ANTENNAS

- 11.1 The ACC's ability to regulate the use of television, radio or other electronic towers, aerials, antennae, satellite dishes or devices of any type for the reception or transmission of radio or television broadcast or other means of communication is regulated by the Telecommunications Act of 1996, as amended.
- 11.2 "Dish" antenna that are one meter (39.37") or less in diameter designed to receive direct broadcast satellite service or to receive or transmit fixed wireless signals via satellite, (b) antenna that are one meter (39.37") or less in diameter designed to receive video programming service via broadband radio service or to receive or transmit fixed wireless signals and (c) antenna that are designed to receive local television signals (collectively, the "Permissible Antenna") are permitted to be installed on the dwelling unit.
- 11.3 To the extent that receipt of an acceptable signal would not be impaired, Permissible Antennas shall be installed behind the dwelling or on the side of the dwelling towards the rear, screen from the street to the extent reasonably practicable integrated with the dwelling and surrounding landscape.
- 11.3 A separate satellite for the use of receiving internet access is permissible.

XII. YARD APPEARANCE AND LANDSCAPING STANDARDS

An owner will use and maintain his private yard in a neat and attractive manner that is consistent with the neighborhood. If the Architectural Reviewer perceives that the appearance of a private yard detracts from the overall appearance of the Property, the Architectural Reviewer may limit colors, numbers, sizes, or types of furnishings, plantings and other items kept in the private yard. A private yard may not be used for storage. In an effort to maintain the appearance of the neighborhood a reasonable effort must be made to ensure the lawn and landscaping are watered during the winter or "non-growing" seasons as well as in the heat of the summer. Homeowners with backyards viewable from the street level on public property shall maintain their backyards in an aesthetically pleasing way. (i.e. the homes with open back yards facing the ponds) Bushes and gardens (if present) shall be trimmed neatly at all times. Grass shall be mowed regularly to a height of no more than eight (8) inches, edged and relatively free from weeds.

12.1 High Weeds and Grass Prohibited:

- Any property upon which weeds or grass exceed an average of eight (8) inches in height, is hereby declared to be a nuisance.
- Edging is required on all lots. A violation occurs if the grass encroaches onto the sidewalk, driveway or curb more than 3 inches.
- A person commits an offense if a person owns, occupies or controls any real property upon which weeds or grass exceed an average of eight (8) inches in height.
- A person commits an offense if the person owns, occupies or controls any real Property and fails to maintain the parkway adjacent to the property free of weeds and grass that exceed an average of eight (8) inches in height.

12.2 Landscaping and Irrigation Systems:

- No sprinkler or irrigation systems of any type which draws upon water from creeks, streams, rivers, ponds, lakes, wetlands or other surface water within the Shiloh Forest Estates or surrounding areas shall be installed, constructed or operated on any lot unless prior written approval has been received from the Board or its designee.
- Weather permitting, each lot shall be fully landscaped within one hundred twenty (120) days after the sale date.
- Front and side yards in front of building line shall be grassed within the 120 days.

XIII. HOLIDAY DECORATIONS

- 13.1 Holiday or other festive decorations of a temporary nature for generally recognized holiday (such as Christmas) may be implemented without ACC approval. Decorations should not be installed more than six (6) weeks prior to the respective holiday and must be removed within four (4) weeks after the respective holiday.

XIV. SOLAR COLLECTORS

- 14.1 At this time solar collectors on any property must be approved on a case-by-case basis. Provided they meet state laws and guidelines.

XV. EXTERIOR LIGHTS

- 15.1 Exterior lighting shall be of a wattage and lumen count that will not disturb neighboring homeowners.
- 15.2 Exterior decorative lights, security lights, or floodlights must be aimed to provide light only to the homeowner's property and not shine on any neighboring property.
- 15.3 Mercury vapor, or sodium halide lights are not permitted.
- 15.4 Gas or electrical post lights may be erected. Such lights must be no taller than eight feet (8') in height and the illumination must be a low wattage only.

XVI. WIND TURBINES AND VENTILATORS

- 16.1 No wind turbines or wind powered electrical generators will be allowed without specific approval of the ACC.
- 16.2 HOA cannot stop owners from installing a solar energy devise on his house but may regulate specific rules and may require ACC approval.

XVII. GARAGE CONVERSIONS AND CARPORTS

- 17.1 No garage or portion thereof shall be converted to a living space.
- 17.2 Carport extension are not permitted.

XVIII. WINDOW AIR CONDITIONERS

- 18.1 No window units or wall type air conditioners shall be attached to any wall or window of the house.

XIX. SIGNAGE, ADVERTISEMENTS, AND BILLBOARDS

- 19.1 No billboards, posters or advertising device of any kind shall be displayed for public view on any lot.

- 19.2 Signs that give notice of a home security system are permitted if not larger than one (1) square foot. Window stickers that give notice of a home security system are also permitted.
- 19.3 Signs larger than five (5) square feet and of a size typically used by real estate industry for residential homes are permissible for the purposes of advertising the residence home for sale. Signs advertising for rent or lease are prohibited.
- 19.4 Political signs advocating the election of one or more political candidates, the sponsorship of a political party, or the sponsorship of an issue or proposal may be placed upon a lot, provided that such shall not be placed more than six (6) weeks prior to the election to which they pertain and be removed within ten (10) days after the day the election has concluded and the signs are not larger than four feet (4') by six feet (6').
- 19.5 School spirit signs are permissible if they are maintained in good condition and not larger than the size typically used by the real estate industry for residential homes.

XX. FRONT DOORS, STORM WINDOWS AND STORM DOORS

Front doors may be stained a natural wood color, or painted the same color as the house trim without application to the ACC for approval. All front-facing storm doors must be a glass door. The frames of the storm windows and storm doors must be painted, no mill finish aluminum allowed.. All screens on the front door are to be part of a metal framed storm door.

- 20.1 The use of "burglar bars," steel wrought iron bars, or similar fixtures on the exterior of windows or doors is prohibited.
- 20.2 ACC approval is not required for the addition of screen doors that are not located on the front of the house if the material matches or is similar to the existing doors on the house and if the color is complimentary to the existing doors on the house.
- 20.3 Windows shall be of clear glass or tinted glass of bronze, gray, smoke, blue color or builder installed Low E windows. The use of reflective glass, aluminum foil, newspaper, or reflective tinting is prohibited.
- 20.4 Air Conditioner security cages must be painted to match either the air conditioner or the house trim. Primed plus two (2) coats of paint to prevent rusting.

XXI. AWNINGS AND OVERHANGS

Awnings and overhangs must be approved by the ACC prior to installation and generally expressive of the community character.

XXII. MISCELLANEOUS

- 22.1 The ACC may grant variances when circumstances require deviation from these guidelines.

- 22.2 These guidelines shall not be interpreted to constitute the approval of construction permits, all of which shall be submitted to the Ellis County.
- 22.3 The ACC may at times request copies of all information submitted to Ellis County for permit(s).
- 22.4 ACC approval does not override city codes or statues or existing deed restrictions, which must be complied with at all times. Applicable building permits must be obtained prior to construction.
- 22.5 Clotheslines are prohibited. The drying of clothes in full public view is prohibited pursuant to Article I, Section 10(o) of the Declaration.
- 22.6 P.O.D.s or similar storage contains are allowed with ACC approval and are limited to one week and must be positioned in driveway and cannot block public access.

XXIII. PARKING, COMMERCIAL AND RECREATIONAL VEHICLES

- 23.1 Trailers, Recreational vehicles and boats must be kept in the garage, parked behind a 8' fence or other screening structure and not visible from the street. Sidewalks are not allowed to be blocked at any time per Article 1, Section 10(b) of the Declarations.
- 23.2 Cars not inspected or legal to drive are not allowed to be parked on the street at any time.
- 23.3 Commercial vehicles are not permitted to be parked overnight. Article 1, Section 10 (c) of Deed Restrictions, Trucks with tonnage in excess of one ton shall not be permitted or parked overnight within the ADDITION except within enclosed structures, or those used by a builder during the construction of improvements.
- 23.4 Visitor or temporary recreational vehicles are permitted for 7 days. Homeowner should contact Management Company to notify and give details about length of time.
- 23.5 Wrecked, damaged or inoperable vehicles may not be parked in public view. Article 1, Section 10, (p) No abandoned, derelict or inoperative vehicles may be stored or located on any lot unless visually screened from lots and from any residential street.
- 23.6 Homeowners are encouraged to park their cars in the driveway. This measure is to allow maximum visibility while driving for children and animals.
- 23.7 Working on vehicles (cars, trucks, motorcycles, etc.) must be done in your garage or out of public view
- 23.8 NO cars shall be parked on grass in the front yard of any residence.
- 23.9 No motorized vehicle shall be operated in common areas other than a golf cart at less than 10 MPH and operated by a licensed driver.
- 23.10 Special set back allowances. No residence shall have a setback so that the rear of house is nearer street than the front of adjacent house.

Shiloh Forest Owners Association

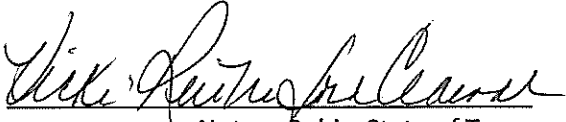


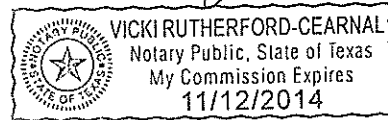
Ron Cox, President

STATE OF TEXAS

COUNTY OF ELLIS

Before me the undersigned notary, appeared this 18th day of October, 2012, Ron Cox, acting in his capacity as President of Shiloh Forest Owners Association.


Notary Public, State of Texas



THE STATE OF TEXAS §
 §
COUNTY OF ELLIS §

**SHILOH FOREST
MANAGEMENT CERTIFICATE**
As Required By Section 209.004, Texas Property Code

NOTICE IS HEREBY GIVEN that the below property is controlled by a mandatory homeowners association.

1. **SUBDIVISION INFORMATION:** Shiloh Forest is a phased addition to the Extra Territorial Jurisdiction of the City of Midlothian, Ellis County, Texas. The plat of Phase 1 was recorded on February 15, 2006, as Document No. 0604701, in Volume H, Page 107-110, Plat Records, Ellis County, Texas. The plat of Phase 2 was recorded on December 13, 2007, as Document No. 0735431, in Volume H, Page 519, Plat Records, Ellis County, Texas.
2. **DECLARATION INFORMATION:** Lots in Shiloh Forest are subject to the Declaration of Covenants, Conditions & Restrictions for Shiloh Forest, recorded on January 30, 2007, as Instrument No. 0708023, of the Real Property Records, Ellis County, Texas, as it may be amended from time to time.
3. **NAME OF PROPERTY OWNERS ASSOCIATION:** Shiloh Forest Owners Association
4. **HOW TO CONTACT THE ASSOCIATION THROUGH ITS MANAGING AGENT:**

c/o Lone Star Association Management, Inc.	Phone: (469)-384-2088
2500 Legacy Drive, Suite 220	Fax: (469)-384-4653
Frisco, Texas 75034	Website: www.lonestarmanagement.com

DATED August 12, 2012

THE SHILOH FOREST OWNERS ASSOCIATION,
a Texas property owners association

By: **LONE STAR ASSOCIATION MANAGEMENT, INC.,**
a Texas corporation, its managing agent

By: *Susan Garrett*
Susan Garrett, Director

FILED FOR RECORD - ELLIS COUNTY, TEXAS
INST NO. 1218592 FILING DATE/TIME: AUG 23, 2012 at 03:37:00 PM

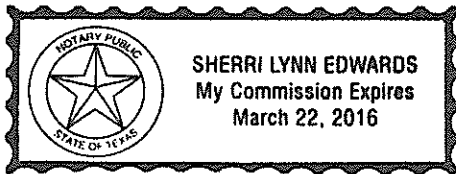
ACKNOWLEDGEMENT

THE STATE OF TEXAS §
COUNTY OF ~~EL PASO~~ ^{COLLIN} §

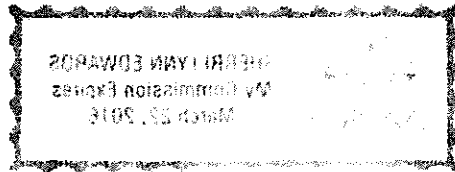
BEFORE ME, the undersigned notary public, on this day personally appeared Susan Barrett, known to me to be the person whose name is subscribed to the foregoing instrument and who acknowledged to me that s/he executed the same for the purposes and consideration set forth therein and in the capacity therein stated.

SUBSCRIBED AND SWORN TO BEFORE ME, on this the 13th day of August, 2012.

Sherril Lynn Edwards
NOTARY PUBLIC IN AND FOR
THE STATE OF TEXAS



AFTER RECORDING PLEASE RETURN TO:
Lone Star Association Management, Inc.
2500 Legacy Drive, Suite 220
Frisco, Texas 75034



SCANNED

Any provision herein which restricts the sale, rental, or use of this described real property because of color or race is invalid and unenforceable under federal law STATE OF TEXAS, COUNTY OF ELLIS I hereby certify this instrument was filed on the date and time stamped herein and was duly recorded in the volume and page of the OFFICIAL PUBLIC RECORDS of Ellis County Texas as stamped hereon.



Candy Kelley
 COUNTY CLERK, ELLIS COUNTY, TEXAS

FILED FOR RECORD - ELLIS COUNTY, TX
 INST NO. 1218892
 ON AUG 23, 2012 AT 03:37:00 PM