

FILED
In the Office of the
Secretary of State of Texas

MAR 19 2003

Corporations Section

ARTICLES OF INCORPORATION
OF
HOMEOWNERS ASSOCIATION OF FRISCO RANCH, INC.

The undersigned natural person of the age of eighteen (18) years or more, acting as a sole incorporator of a corporation (the "Association") under the Texas Non-Profit Corporation Act (the "Act"), does hereby adopt the following Articles of Incorporation for the Association:

ARTICLE I

NAME

The name of the Association is the Homeowners Association of Frisco Ranch, Inc.

ARTICLE II

NON-PROFIT CORPORATION

The Association is one which does not contemplate pecuniary gain or profit to the members thereof, and it is organized solely for non-profit purposes.

ARTICLE III

DURATION

The period of the duration of the Association is perpetual.

ARTICLE IV

PURPOSES AND POWERS

1. The Association is organized and shall be operated exclusively as a homeowners association within the meaning of Section 528 of the Internal Revenue Code of 1986, as amended, or the corresponding provision or provisions of any subsequent United States Internal Revenue law or laws (the "Code"). The specific and primary purposes for which it is formed are (a) to maintain the common areas of the Association; and (b) to the extent permitted by applicable law, to have the power to provide architectural control and enforce compliance with the covenants, conditions and restrictions of the Declaration of Covenants, Conditions and Restrictions for Frisco Ranch to be

recorded in the Real Property Records of Denton County, Texas, covering the property described therein (the "Declaration").

2. Within the scope of the foregoing purposes, and not by way of limitation thereof, the general purposes and powers of the Association are:

(a) To promote the value and desirability of the property covered by the Declaration for the benefit and general welfare of its residents;

(b) To exercise all of the powers and privileges and to perform the duties and obligations which may be vested in the Association by the Declaration;

(c) To enforce applicable provisions of the Declaration and the Bylaws of the Homeowners Association of Frisco Ranch, Inc. (the "Bylaws") and any rules and regulations of the Association;

(d) To fix, levy, collect and enforce payment by any lawful means, charges or assessments pursuant to the terms of the Declaration and Bylaws; to contract for and pay all expenses in connection with the construction, maintenance, landscaping, utilities, materials, supplies and services relating to the Common Area; to employ personnel reasonably necessary for administration and control of the Common Areas, including lawyers and accountants where appropriate; and to pay all office and other expenses incident to the conduct of the business of the Association, including all licenses, taxes and special assessments which are or would become a lien on any portion of the Common Areas;

(e) To have and to exercise any and all powers, rights and privileges, including delegation of powers as permitted by law, which the Association under the Act may now or hereafter have or exercise;

(f) To acquire (by purchase, grant or otherwise), annex and merge, own, hold, improve, build upon, operate, maintain, convey, sell, lease, transfer, dedicate for public use or otherwise dispose of real or personal property in connection with the affairs of the Association; and

(g) Subject to the provisions of these Articles of Incorporation and the Bylaws, to borrow money and to mortgage, pledge or hypothecate any or all of its real or personal property as security for money borrowed or debts incurred in connection with the affairs of the Association.

The foregoing statement of purposes shall be construed as a statement both of purposes and of powers, and the purposes and powers in each clause shall not be limited or restricted by reference to or inference from the terms or provisions of any other clause, but shall be broadly construed as independent purposes and powers.

Further, notwithstanding any of the above statements of purposes and powers, the Association shall not, except to an insubstantial degree, engage in any activities or exercise any powers that are not in furtherance of the primary purposes of the Association or that are inconsistent with its qualification as a homeowners association under Section 528 of the Code.

ARTICLE V

REGISTERED OFFICE AND REGISTERED AGENT

The street address of the initial registered office of the Association is 7557 Rambler Road, Suite 850, Dallas, Texas 75231. The name of its initial registered agent at such address is Jeremy M. Sibling.

ARTICLE VI

INITIAL BOARD OF DIRECTORS

The initial Board of Directors of the Association shall consist of three (3) members; thereafter, the number of directors of the Association shall be fixed in accordance with the Bylaws adopted by the Association. The names and addresses of the persons who shall serve as directors until the first annual meeting of members or until their successors shall have been elected and qualified are as follows:

<u>NAME</u>	<u>ADDRESS</u>
Bob Kembel	8585 N. Stemmons Freeway Suite 400 South Dallas, Texas 75247
Scott MacLure	8585 N. Stemmons Freeway Suite 400 South Dallas, Texas 75247
Tom Sullivan	8585 N. Stemmons Freeway Suite 400 South Dallas, Texas 75247

ARTICLE VII

INCORPORATOR

The name and street address of the incorporator of the Association is:

NAMEADDRESS

Judd A. Austin, Jr.

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

ARTICLE VIII

MEMBERSHIP

The authorized number of and qualifications for membership in the Association, along with the appurtenant voting rights and other privileges due members of the Association, shall be as set out in the Declaration and the Bylaws.

ARTICLE IX

NO PRIVATE INUREMENT

No part of the net earnings of the Association shall inure to the benefit of any member, director or officer of the Association, or any private individual; provided, however, that reasonable compensation may be paid for service rendered to or for the Association and expenses may be reimbursed or paid in furtherance of one or more of its purposes.

ARTICLE X

AMENDMENT OF BYLAWS

The Board of Directors shall adopt the initial Bylaws of the Association. Thereafter, the power to modify, amend or repeal the Bylaws or to adopt new Bylaws shall be reserved exclusively to the Board of Directors of the Association unless delegated to the members by the Board of Directors.

ARTICLE XI**ACTION BY WRITTEN CONSENT**

Any action required or permitted to be taken at any meeting of members, directors or committee members of the Association may be taken without a meeting, without prior notice, and without a vote, if a consent or consents in writing setting forth the action so taken shall be signed by a sufficient number of members, directors or committee members, as the case may be, as would be necessary to take that action at a meeting at which all persons entitled to vote on the action were present and voted. Prompt notice of the taking of any action by members, directors or a committee having a meeting by less than unanimous written consent shall be given to those members, directors or committee members who did not consent in writing to the action.

ARTICLE XII**DISSOLUTION**

In the event the Association is dissolved, the members shall, after all liabilities and obligations of the Association are paid or provision is made therefor, adopt a plan for the distribution of the remaining assets of the Association in such manner as will carry out the purposes of the Association as a homeowners association within the meaning of Section 528 of the Code. The foregoing provision is intended to govern the distribution of the assets of the Association in the event of its dissolution in lieu of Article 1396-6.02.A(3) of the Act.

ARTICLE XIII**INDEMNIFICATION**

The Association shall indemnify any person who was, is, or is threatened to be made a named defendant or respondent in a proceeding (as hereinafter defined) because the person (a) is or was a director or officer of the Association, or (b) is or was serving at the request of the Association as a trustee, officer, partner, venturer, proprietor, director, employee, agent or similar functionary of another foreign or domestic corporation, partnership, joint venture, sole proprietorship, trust, employee benefit plan or other enterprise, to the fullest extent that a corporation may grant indemnification to a director under the Act, as the same exists or may hereafter be amended. Such right shall be a contract right and shall include the right to be paid by the Association expenses incurred in defending any such proceeding in advance of its final disposition to the maximum extent permitted under the Act, as the same exists or may hereafter be amended. If a claim for indemnification or advancement of expenses hereunder is not paid in full by the Association within 90 days after a written claim has been received by the Association, the claimant may at any time thereafter bring suit against the Association to recover the unpaid amount of the claim, and if successful in whole or in part, the claimant shall be entitled to also be paid the expenses of prosecuting such claim. It shall be a defense to any such action that such indemnification or

advancement of costs of defense is not permitted under the Act, but the burden of proving such defense shall be on the Association. Neither the failure of the Association (including its Board of Directors or any committee thereof, special legal counsel or members) to have made its determination prior to the commencement of such action that indemnification of, or advancement of costs of defense to, the claimant is permissible in the circumstances nor an actual determination by the Association (including its Board of Directors or any committee thereof, special legal counsel or members) that such indemnification or advancement is not permissible shall be a defense to the action or create a presumption that such indemnification or advancement is not permissible. In the event of the death of any person having a right of indemnification under the foregoing provisions, such right shall inure to the benefit of such person's heirs, executors, administrators and personal representatives. The rights conferred above shall not be exclusive of any other right which any person may have or hereafter acquire under any statute, bylaw, resolution of members or directors, agreement or otherwise. To the extent permitted by then applicable law, the grant of mandatory indemnification to any person pursuant to this Article shall extend to proceedings involving the negligence of such person. The Association may additionally indemnify any person covered by the grant of mandatory indemnification contained in this Article to such further extent as is permitted by law and may indemnify any other person to the fullest extent permitted by law. The Association may purchase and maintain insurance or a similar arrangement (including, but not limited to, a trust fund, self-insurance, a letter of credit, or a guaranty or surety arrangement) on behalf of any person who is serving the Association (or another entity at the request of the Association) against any liability asserted against such person and incurred by such person in such a capacity or arising out of status of such a person, whether or not the Association would have the power to indemnify such person against that liability under this Article or by statute. Notwithstanding the other provisions of this Article, the Association may not indemnify or maintain insurance or a similar arrangement on behalf of any person if such indemnification or maintenance of insurance or similar arrangement would subject the Association to income or other tax under the Code.

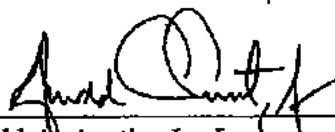
ARTICLE XIV

LIMITATION OF DIRECTOR AND OFFICER LIABILITY

A director or officer of the Association shall not be personally liable to the Association or its members for monetary damages for any act or omission in such director's or officer's capacity as a director or officer, except that this Article does not authorize the elimination or limitation of the liability of a director or officer to the extent the director or officer is found liable for: (a) a breach of the director's or officer's duty of loyalty to the Association; (b) an act or omission not in good faith that constitutes a breach of duty of the director or officer to the Association or an act or omission that involves intentional misconduct or a knowing violation of the law; (c) a transaction from which the director or officer received an improper benefit, whether or not the benefit resulted from an action taken within the scope of the director's or officer's office; or (d) an act or omission for which the liability of a director or officer is expressly provided by an applicable statute. The foregoing elimination of liability to the Association and its members shall not be deemed exclusive of any other rights, limitations of liability or indemnity to which a director or officer may be entitled

under any other provision of the Articles of Incorporation or Bylaws of the Association contract or agreement, vote of members or directors, principle of law or otherwise. Any repeal or amendment of this Article shall be prospective only, and shall not adversely affect any limitation on the personal liability of a director or officer of the Association existing at the time of such repeal or amendment. In addition to the circumstances in which a director or officer of the Association is not personally liable as set forth in the foregoing provisions of this Article, the liability of a director or officer shall be eliminated to the full extent permitted by any amendment to the Texas Miscellaneous Corporation Laws Act or the Act hereafter enacted that further eliminates or permits the elimination of the liability of a director or officer.

IN WITNESS WHEREOF, I have hereunto set my hand this 18th day of March, 2003.



Judd A. Austin, Jr., Incorporator



Office of the Secretary of State

CERTIFICATE OF INCORPORATION
OF

Homeowners Association of Frisco Ranch, Inc.
Filing Number: 800184698

The undersigned, as Secretary of State of Texas, hereby certifies that Articles of Incorporation for the above named corporation have been received in this office and have been found to conform to law.

Accordingly, the undersigned, as Secretary of State, and by virtue of the authority vested in the Secretary by law, hereby issues this Certificate of Incorporation.

Issuance of this Certificate of Incorporation 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: 03/19/2003

Effective: 03/19/2003



Gwyn Shea

Gwyn Shea
Secretary of State

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BYLAWS OF
HOMEOWNERS ASSOCIATION OF FRISCO RANCH, INC.
(A Texas Non-Profit Corporation)

ARTICLE I

DEFINITIONS

Section 1.01. Definitions. (a) All terms used herein, such as (but not by way of limitation) "Owner", "Lot", "Common Areas", "Declarant", and "Assessments" shall have the same meanings as set forth in that certain Declaration of Covenants, Conditions and Restrictions for Frisco Ranch to be filed with the Office of the Denton County Clerk, including any amendments thereof or supplements thereto.

(b) "Act" shall refer to the Texas Non-Profit Corporation Act, as amended from time to time.

ARTICLE II

NAME

Section 2.01. Name. The name of this corporation shall be Homeowners Association of Frisco Ranch, Inc. (hereinafter called the "Association").

ARTICLE III

OFFICES OF THE ASSOCIATION

Section 3.01. Principal Office. The initial principal office of the Association shall be located in either Dallas or Denton County, Texas, but meetings of Members and directors may be held at such place within the State of Texas as may be designated by the Board of Directors.

ARTICLE IV

**ASSOCIATION RESPONSIBILITIES
AND MEETINGS OF MEMBERS**

Section 4.01. Association Responsibilities. The Members will constitute the Association, and the Association, by and through its Board Directors, shall be responsible for administering and enforcing the covenants, conditions and restrictions contained in the Declaration, including the collection and disbursement of charges and assessments as provided therein. In the event of any dispute or disagreement between any Members relating to the Property, any questions of interpretation or application of the provisions of the Declaration, Articles of Incorporation or these Bylaws, such dispute or disagreement shall be submitted to the Board of Directors of the Association. The resolution of such dispute or disagreement by the Board of Directors shall be binding on each and all such Members, subject to the right of Members to seek other remedies provided by law after such determination by such Board of Directors.

Section 4.02. Place of Meeting. Meetings of the Association shall be held at such suitable place, reasonably convenient to the Members, within the State of Texas, Counties of Denton or Dallas, as the Board of Directors may determine.

Section 4.03. Annual Meetings. The first meeting of the Association shall be held as determined by the initial Board of Directors pursuant to the Articles of Incorporation after the date of incorporation of the Association, and each subsequent regular annual meeting of the Members shall be held in the first quarter of the Association's fiscal year or as determined by the Board of Directors. At such meetings, there shall be elected a Board of Directors by ballot of the Members in accordance with the requirements of Article V of these Bylaws. The Members may also transact such other business of the Association as may properly come before them at such meeting. If the day for the annual meeting of the Members is a legal holiday, the meeting will be held at the same hour on the first day following such day which is not a legal holiday.

Section 4.04. Special Meetings. It shall be the duty of the President of the Association to call a special meeting of the Members as directed by resolution of the Board of Directors or upon receipt of a written request from Members entitled to vote at least one-third (1/3) of all of the votes of either class of membership. No business except as stated in the notice shall be transacted at a special meeting of the Members. Notwithstanding the above, any special meetings shall be held within forty-five (45) days after receipt by the President of such request or petition.

Section 4.05. Notice of Meetings. Written or printed notice stating the place, day and hour of the meeting and, in case of a special meeting, the purpose or purposes for which the meeting is called, shall be delivered by the Association not less than ten (10) nor more than forty-five (45) days before the date of the meeting, either personally or by mail, to each Member entitled to vote at such meeting according to the records of the Association. If mailed, such notice shall be deemed to be delivered when deposited in the United States mail, addressed to the Member at his address

according to the records of the Association, with postage thereon prepaid. Business transacted at any special meeting shall be confined to the purposes stated in the notice or waiver thereof.

Section 4.06. Quorum. The presence of holders of thirty percent (30%) of the votes of the Association, represented in person or by proxy, shall constitute a quorum for any meeting of Members except as otherwise provided in the Articles of Incorporation, the Declaration or the Bylaws. If, however, such quorum shall not be present or represented at any meeting of the Members, the Members present, or represented by proxy, shall have the power to adjourn the meeting from time to time, without notice other than announcement at the meeting. The required quorum at such subsequent meeting(s) shall be two-thirds (2/3rds) of the quorum requirement for such prior meeting. The Association may call as many subsequent meetings as may be required to achieve a quorum (although the quorum requirement shall be reduced for each such meeting, in no event shall a quorum be less than one-tenth (1/10) of the votes of the Association). At such adjourned or subsequent meeting at which a quorum shall be present or represented, any business may be transacted which may have been transacted at the meeting as originally notified.

Section 4.07. Proxies. At all meetings of Members, each Member may vote in person or by proxy. All proxies shall be in writing and shall be filed with the Secretary of the Association. Every proxy shall be revocable and shall automatically cease upon conveyance by a Member of his Lot.

Section 4.08. Voting by Association and Members. The Association shall not be a voting member of the Association by virtue of its ownership of any Common Areas. Each Member may vote the number of votes set forth in the Declaration and Articles of Incorporation.

Section 4.09. Membership List. The officer or agent having charge of the membership books shall make a complete list of the Members entitled to vote at each such meeting or any adjournment thereof arranged in alphabetical order, with the address of each Member, which list shall be kept on file at the principal office of the Association, and shall be subject to inspection by any Member at any time during usual business hours. Such list shall also be produced and kept open at the time and place of the meeting, and shall be subject to the inspection of any Member during the whole time of the meeting. The Association membership list shall be prima facie evidence as to who are the Members entitled to examine such list or to vote at any such meeting of Members.

Section 4.10. Action Taken Without a Meeting. Any action to be taken at an annual or special meeting of the Members, or any action which is otherwise permitted by law or by these Bylaws, may be taken without a meeting, without prior notice and without a vote, if a consent in writing, setting forth the action so taken, shall be signed by all of the Members entitled to vote with respect to the subject matter thereof, and such consent shall have the same force and effect as a unanimous vote of Members. Subject to the provisions required or permitted by statute for notice of meetings, unless otherwise restricted by the Articles of Incorporation or these Bylaws, the Members may participate in and hold a meeting by means of telephone conference or similar communications equipment by which all persons participating in the meeting can hear each other.

ARTICLE V

BOARD OF DIRECTORS

Section 5.01. Number and Qualification. Until the first meeting of the Association, the affairs of the Association shall be governed by a Board of Directors consisting of the three (3) persons set forth in the Articles of Incorporation of the Association. At such first meeting, there shall be elected at least three (3) and no more than five (5) directors to the Board of Directors who shall thereafter govern the affairs of the Association until their successors have been duly elected and qualified. The number of individuals to sit on the Board of Directors may be increased by amendment of these Bylaws.

Section 5.02. Powers and Duties. The Board of Directors shall have the powers and duties necessary for the administration of the affairs of the Association and for the operation and maintenance of the Property and the Common Areas in keeping with the character and quality of the area in which it is located. The business and affairs of the Association shall be managed by or under the direction of the Board of Directors which may exercise all such powers of the Association and do all such lawful acts and things as are not by statute, the Articles of Incorporation, these Bylaws or the Declaration, directed or required to be exercised or done by the members. The Board of Directors may, by adoption of such action in accordance with this Article V, delegate specific Association Management responsibilities to an authorized person or entity; provided, however, such delegation shall not relieve or release the Board of Directors of any duty to oversee, manage or direct the business and affairs of the Association. The Board of Directors shall be specifically authorized to promulgate and amend, from time to time, a policy setting forth procedures by which violation fines are to be levied for violations of the Declaration, any Design Guideline or Architectural Standards Bulletin, rule or regulation of the Association.

Section 5.03. No Waiver of Rights. The omission or failure of the Association or any Member to enforce the covenants, conditions, restrictions, easements, uses, liens, limitations, obligations or other provisions of the Declaration, these Bylaws or the rules and regulations adopted pursuant thereto or hereto, shall not, in any event, constitute or be deemed a waiver, modification or release thereof, and the Board of Directors shall have the right to enforce the same at any time thereafter.

Section 5.04. Election and Term of Office. Upon the election of Directors at the initial annual meeting of the Association, the term of office for at least two (2) Directors shall be fixed at two (2) years and the term of office for the remaining Directors shall be fixed at one (1) year. Thereafter, the term of office for each Director shall be fixed at two (2) years. The Directors shall hold office until their successors have been elected and hold their first meeting, except as is otherwise provided herein. The terms of Directors may be changed by amendment of these Bylaws.

Section 5.05. Vacancies. Vacancies in the Board of Directors caused by death, resignation or disqualification (i.e., by any reason other than the removal of a Director by a vote of the

Association as set forth in Section 5.06 hereof) shall be filled by the unanimous vote of the remaining Directors, and each person so elected shall be a Director until the expiration of that term. If the remaining Directors cannot unanimously agree, a special meeting of the Members shall be held to fill the vacancy. Vacancies in the Board of Directors caused by a removal of a Director by a vote of the Association shall be filled in the manner set forth in Section 5.06 hereof.

Section 5.06. Removal of Directors. At any annual or special meeting of the Association duly called, any one or more of the Directors may be removed with or without cause by the affirmative vote of a majority of Members entitled to vote who are present at a duly convened meeting, and a successor may then and there be elected to fill the vacancy thus created. Any Director whose removal has been proposed by the Members shall be given an opportunity to be heard at the meeting.

Section 5.07. Regular Meetings. Regular meetings of the Board of Directors may be held at such time and place as shall be determined, from time to time, by a majority of the Directors, but at least one (1) such meeting shall be held every six months. Notice of regular meetings of the Board of Directors shall be given to each Director, personally or by mail, telephone, electronic mail or facsimile, at least 72 hours prior to the day named for such meeting.

Section 5.08. Special Meetings. Special meetings of the Board of Directors may be called by the President upon five (5) days notice to each Director, given personally or by mail, telephone, electronic mail or facsimile, which notice shall state the time, place and purpose of the meeting. Special meetings of the Board of Directors shall be called by the President, Secretary or Assistant Secretary of the Association in like manner and on like notice on the written request of one (1) or more Directors.

Section 5.09. Meeting by Telephonic Means. Members of the Board of Directors may participate in a meeting by means of telephone conference or similar communications equipment by means of which all persons participating in the meeting can hear each other, and participation in a meeting pursuant to this Section 5.09 shall constitute presence in person at the meeting.

Section 5.10. Waiver of Notice. Before or after any meeting of the Board of Directors, any Director may, in writing including electronic mail, waive notice of such meeting and such waiver shall be deemed equivalent to the giving of such notice. Attendance by a Director at any meeting of the Board of Directors shall be a waiver of notice by him of the time and place thereof. If all of the Directors are present at any meeting of the Board of Directors, no notice shall be required and any business may be transacted at such meeting.

Section 5.11. Board of Directors' Quorum. At all meetings of the Board of Directors, a majority of the Directors in office shall constitute a quorum for the transaction of business, and the act of the majority of the Directors shall be the act of the Board of Directors. Directors present by proxy may not be counted toward a quorum. If at any meeting of the Board of Directors, there is less than a quorum present, the majority of those present may adjourn the meeting from time to time,

without notice other than announcement at the meeting, until a quorum shall be present. At any such adjourned meeting, any business which might have been transacted at the meeting as originally called may be transacted without further notice.

Section 5.12. Compensation. No member of the Board of Directors shall receive any compensation for acting as such.

Section 5.13. Action Taken Without a Meeting. The Directors shall have the right to take any action in the absence of a meeting which they could take at any meeting by obtaining the written approval of all the Directors. Such action may be evidenced by electronic mail sent by any Director. Any action so approved shall have the same effect as though taken at a meeting of the Directors.

Section 5.14. Nomination and Election of Directors. Nomination for election to the Board of Directors may but are not required to be made by a Nominating Committee. Nominations may also be made from the floor at the annual meeting if allowed by the Nominating Committee. The Nominating Committee, if appointed by the Board, shall consist of a Chairman, who shall be a member of the Board of Directors, and two or more Members of the Association. The Nominating Committee shall be appointed by the Board of Directors prior to each annual meeting of the Members, to serve from the close of such annual meeting until the close of the next annual meeting and such appointment shall be announced at each annual meeting. The Nominating Committee shall make as many nominations for election to the Board of Directors as it shall in its discretion determine, but not less than the number of vacancies that are to be filled. The appropriate number of members of the Board of Directors shall be elected at the annual meeting of Members of the Association, which Members of the Association shall vote the number of votes set forth in the Declaration and the Articles of Incorporation.

ARTICLE VI

OFFICERS

Section 6.01. Designation. The officers of the Association shall be a President, one (1) or more Vice-Presidents, a Secretary and a Treasurer, all of whom shall be elected by the Board of Directors, and such assistant officers as the Board of Directors shall, from time to time, appoint. Such officers need not be members of the Board of Directors. The office of President and Treasurer may be held by the same person, and the office of Vice-President and Secretary or Assistant Secretary may be held by the same person.

Section 6.02. Election of Officers and Term of Office. The officers of the Association shall be elected annually by the Board of Directors at the next meeting of the Board of Directors, which follows the Annual Meeting of the Members, and such new officers shall hold office for a term of one (1) year.

Section 6.03. Resignation and Removal of Officers. Upon an affirmative vote of a majority of the members of the Board of Directors, any officer may be removed, either with or without cause, and his successor appointed at any regular or special meeting of the Board of Directors called for such purpose. An officer may resign at any time by giving written notice to the Board of Directors, the President or the Secretary. Such resignation shall take effect on the date such notice is received, or at any later time specified therein. Unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

Section 6.04. Vacancies. A vacancy in any office due to the death, resignation, removal or other disqualification of the officer previously filling such office may be filled by appointment by the Board of Directors. The officer appointed to such vacancy shall serve for the remainder of the term of the officer he replaces.

Section 6.05. President. The President shall be the chief executive officer of the Association. He shall preside at all meetings of the Association and of the Board of Directors. He shall have all of the general powers and duties which are usually vested in the office of president of an association, including but not limited to the power to appoint committees from the Members from time to time as he may in his discretion decide is appropriate to assist in the conduct of the affairs of the Association, or as may be established by the Board of Directors or by the Members of the Association at any annual or special meetings.

Section 6.06. Vice-President. The Vice-President shall have all the powers and authority and perform all the functions and duties of the President in the absence of the President or his inability for any reason to exercise such powers and functions or perform such duties, and shall also perform any duties he is directed to perform by the President.

Section 6.07. Secretary. (a) The Secretary shall keep all of the minutes of the meetings of the Board of Directors and the Association. The Secretary shall have charge of such books and papers as the Board of Directors may direct, and shall, in general, perform all the duties incident to the office of Secretary as provided in the Declaration, Bylaws and Articles of Incorporation.

(b) The Secretary shall compile and keep up to date at the principal office of the Association a complete list of the members and their last known addresses as shown on the records of the Association. Such list shall be open to inspection by members and other persons lawfully entitled to inspect the same at reasonable times during regular business hours.

Section 6.08. Assistant Secretary. The Assistant Secretary, if any, shall have all the powers and authority to perform all the functions and duties of the Secretary in the absence of the Secretary or in the event of the Secretary's inability for any reason to exercise such powers and functions or to perform such duties, and also to perform any duties as directed by the Secretary.

Section 6.09. Treasurer. (a) The Treasurer shall have custody of and be responsible for Association funds and for keeping full and accurate accounts of all receipts and disbursements in

books belonging to the Association. The Treasurer shall deposit all monies and other valuable effects in the name and to the credit of the Association in such depositories as may from time to time be designated by the Board of Directors.

(b) The Treasurer shall disburse the funds of the Association as may be ordered by the Board of Directors, taking proper vouchers for such disbursements, and shall render to the President and the Board of Directors at its regular meetings, or when the Board of Directors so requires, an account of all his transactions as Treasurer, and of the financial condition of the Association.

ARTICLE VII

INDEMNIFICATION OF OFFICERS AND DIRECTORS

Section 7.01. Indemnification. (a) The Association shall indemnify, to the extent provided in the following paragraphs, any person who is or was a director, officer, agent or employee of the Association. In the event the provisions of indemnification set forth below are more restrictive than the provisions of indemnification allowed by Article 1396-2.22A of the Texas Non-Profit Corporation Act (the "Act"), then such persons named above shall be indemnified to the full extent permitted by the Act as it may exist from time to time.

(b) In case of a threatened or pending suit, action or proceeding (collectively, "Suit"), whether civil, criminal, administrative or investigative (other than an action by or in the fight of the Association), against a person named in paragraph (a) above by reason of such person's holding a position named in such paragraph (a), the Association shall indemnify such person, if such person satisfies the standard contained in paragraph (c) below, for amounts actually and reasonably incurred by such person in connection with the defense or settlement of the Suit as expenses (including court costs and attorneys' fees), amounts paid in settlement, judgments, penalties (including excise and similar taxes), and fines.

(c) A person named in paragraph (a) above will be indemnified only if it is determined in accordance with paragraph (d) below that such person:

(i) acted in good faith in the transaction which is the subject of the Suit; and

(ii) reasonably believed:

(A) if acting in his or her official capacity as director, officer, agent or employee of the Association, that his or her conduct was in the best interests of the Association; and

(B) in all other cases, his or her conduct was not opposed to the best interests of the Association; and

- (ii) in the case of any criminal proceeding, had no reasonable cause to believe that his or her conduct was unlawful.

The termination of a proceeding by judgment, order, settlement or conviction, or upon a plea of nolo contendere or its equivalent, will not, of itself, create a presumption that such person failed to satisfy the standard contained in this paragraph (c).

(d) A determination that the standard in paragraph (c) above has been satisfied must be made:

(i) by the Board of Directors by a majority vote of a quorum consisting of Directors who, at the time of the vote, are not named defendants or respondents in the proceeding; or

(ii) if such quorum cannot be obtained, by a majority vote of a special committee designated to act in the matter by a majority vote of all Directors, consisting solely of two (2) or more Directors who at the time of the vote are not named defendants or respondents in the proceeding; or

(iii) by special legal counsel selected by the Board of Directors or a committee of the Board of Directors by vote as set forth in subparagraphs (i) or (ii) above, or, if such a quorum cannot be obtained and such a committee cannot be established, by a majority vote of all Directors.

(e) Determination as to reasonableness of expenses must be made in the same manner as the determination that indemnification is permissible, except that if the determination that indemnification is permissible is made by special legal counsel, determination as to reasonableness of expenses must be made in the manner specified by subparagraph (d)(iii) above for the selection of special legal counsel.

(f) The Association may reimburse or pay in advance any reasonable expenses (including court costs and attorneys' fees) which may become subject to indemnification under paragraphs (a) through (e) above, but only in accordance with the provisions as stated in paragraph (d) above, and only after the person to receive the payment (i) signs a written affirmation of his or her good faith belief that he or she has met the standard of conduct necessary for indemnification under paragraph (c) above, and (ii) undertakes in writing to repay such advances if it is ultimately determined that such person is not entitled to indemnification by the Association. The written undertaking required by this paragraph must be an unlimited general obligation of the person but need not be secured. It may be accepted without reference to financial ability to make repayment.

(g) The indemnification provided by paragraphs (a) through (e) above will not be exclusive of any other rights to which a person may be entitled by law or vote of members or disinterested Directors, or otherwise.

(h) The indemnification and advance payment provided by paragraphs (a) through (c) above will continue as to a person who has ceased to hold a position named in paragraph (a) above and will inure to such person's heirs, executors and administrators.

(i) The Association may purchase and maintain insurance on behalf of any person who holds or has held any position named in paragraph (a) above against any liability incurred by such person in any such position, or arising out of such person's status as such, whether or not the Association would have the power to indemnify such person against such liability under paragraphs (a) through (f) above.

(j) Indemnification payments and advance payments made under paragraphs (a) through (i) above are to be reported in writing to the Members of the Association in the next notice or waiver of notice of annual meeting, or within twelve (12) months after the payments are made, whichever is sooner.

(k) All liability, loss, damage, cost and expense incurred or suffered by the Association by reason of or arising out of, or in connection with, the foregoing indemnification provisions shall be treated and handled by the Association as an expense subject to special assessment.

Section 7.02. Other. The Board of Directors, officers, or representatives of the Association shall enter into contracts or other commitments as agents for the Association, and they shall have no personal liability for any such contract or commitment (except such liability as may be ascribed to them in their capacity as Owners).

Section 7.03. Interested Directors and Officers. (a) If paragraph (b) below is satisfied, no contract or transaction between the Association and any of its Directors or officers (or any other corporation, partnership, association or other organization in which any of them directly or indirectly have a financial interest) shall be void or voidable solely because of this relationship or because of the presence or participation of such Director or officer at the meeting of the Board of Directors or committee thereof which authorizes such contract or transaction, or solely because such person's votes are counted for such purpose.

(b) The contract or transaction referred to in paragraph (a) above will not be void or voidable if:

(i) the contract or transaction is fair to the Association as of the time it is authorized, approved or ratified by the Board of Directors, a committee of the Board of Directors, or the Members; or

(ii) the material facts as to the relationship or interest of each such Director or officer as to the contract or transaction are known or disclosed (A) to the members entitled to vote thereon and they nevertheless in good faith authorize or ratify the contract or transaction by a majority of the members present, each such interested

person to be counted for quorum and voting purposes, or (B) to the Board of Directors or a committee of the Board of Directors and the Board of Directors or committee nevertheless in good faith authorizes or ratifies the contract or transaction by a majority of the disinterested Directors present, each such interested Director to be counted in determining whether a quorum is present but not in calculating the majority necessary to carry the vote.

(c) The provisions contained in paragraphs (a) and (b) above may not be construed to invalidate a contract or transaction which would be valid in the absence of such provisions.

ARTICLE VIII

AMENDMENTS TO BYLAWS

Section 8.01. Amendment to Bylaws. These Bylaws may be amended by a majority of the Board of Directors provided that notice has been given to Members of a proposed amendment at least 30 days in advance of any meeting of the Board of Directors at which such amendments are to be voted upon. The Board of Directors, by unanimous vote, may delegate the power to amend the Bylaws to the Members. In the event such power has been delegated to the Members, these Bylaws may be amended upon a majority vote of those Members present at a duly convened regular or special meeting of the Members. In the case of any conflict between the Articles of Incorporation and these Bylaws, the Articles shall control, and in the case of any conflict between the Declaration and these Bylaws, the Declaration shall control.

ARTICLE IX

EVIDENCE OF OWNERSHIP, REGISTRATION OF MAILING ADDRESS

Section 9.01. Proof of Ownership. Except for those Owners who purchase a lot from Declarant, any person or entity, on becoming an Owner of a Lot, shall furnish to the Board of Directors or the Association's managing agent a true and correct copy of the original or a certified copy of the recorded instrument vesting that person or entity with an interest or ownership in the Lot, which copy shall remain in the files of the Association. A Member shall not be deemed to be in good standing nor shall he be entitled to vote at any annual or special meeting of Members unless this requirement is first met.

Section 9.02. Registration of Mailing Address. The Owner or several Owners of a Lot shall have the same registered mailing address to be used by the Association for the mailing of annual or monthly statements, notices, demands and all other communications, and such registered address shall be the only mailing address of a person or persons to be used by the Association. Such

registered address of an Owner or Owners shall be deemed to be the mailing address of the Lot owned by said Owner or Owners unless a different registered address is furnished by such Owner(s) in writing to the Board of Directors within fifteen (15) days after transfer of title, or after a change of address. Such registration shall be in written form and signed by all of the Owners of the Lot or by such person(s) as are authorized by law to represent the interest of all of the Owner(s) thereof.

ARTICLE X

GENERAL

Section 10.01. Assessments and Liens. As more fully provided in the Declaration, each Member shall pay to the Association annual, special and individual special assessments which are secured by a continuing lien upon the lot against which the assessment is made. The Board of Directors may suspend a Member's privilege to vote, and such Member shall not be deemed to be in Good Standing, if such Member has unpaid assessments, attorneys' fees or costs of collection on his or her account at the time the membership list is compiled in accordance with Section 4.09 hereof.

Section 10.02. Abatement and Enjoinment. The violation of any rule or regulation, or the breach of any Bylaw or any provision of the Declaration, shall give the Board of Directors the right, in addition to any other rights set forth in the Declaration or herein, to enjoin, abate or remedy by appropriate legal proceedings, either at law or in equity, the continuance of such violation or breach.

Section 10.03. Committees. The Board may appoint an Architectural Control Committee, subject to the terms of and as provided in the Declaration, and a Nominating Committee, as provided in these Bylaws. In addition, the Board of Directors shall appoint other committees as deemed appropriate in carrying out its purpose.

Section 10.04. Books and Records. The books, records and accounts of the Association shall, at reasonable times upon reasonable written notice, be subject to inspection by any Member at such Member's sole cost and expense. The Declaration, the Articles of Incorporation and the Bylaws of the Association shall be available for inspection by any Member at the principal office of the Association, and copies of such documents may be purchased from the Association at a reasonable cost.

Section 10.05. Non-Profit Association. This Association is not organized for profit. No Member of the Association, member of the Board of Directors, officer or person from whom the Association may receive any property or funds shall receive or shall be lawfully entitled to receive any pecuniary profit from the operation thereof, and in no event shall any part of the funds or assets of the Association be paid as salary or compensation to, or distributed to, or inure to the benefit of, any member of the Board of Directors, officer or member; provided, however, that (1) reasonable compensation may be paid to any member, Director or officer while acting as an agent or employee

of a third party for services rendered to the Association in effecting one or more of the purposes of the Association, and (2) any member, Director or officer may, from time to time, be reimbursed for his actual and reasonable expenses incurred in connection with the administration of the affairs of the Association.

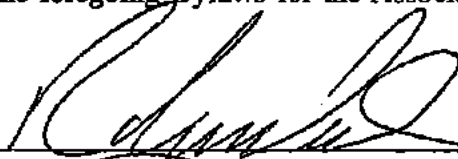
Section 10.06. Execution of Documents. The persons who shall be authorized to execute any and all contracts, documents, instruments of conveyance or encumbrances, including promissory notes, shall be the President or any Vice President, and the Secretary or any Assistant Secretary, of the Association.

Section 10.07. Conflicting or Invalid Provisions. Notwithstanding anything contained herein to the contrary, should all or part of any Article or Section of these Bylaws be in conflict with the provisions of the Act or any other Texas law, such Act or law shall control, and should any part of these Bylaws be invalid or inoperative for any reason, the remaining parts, so far as is possible and reasonable, shall be valid and operative.

Section 10.08. Notices. All notices to Members of the Association shall be given by delivering the same to each Owner in person or by depositing the notices in the U.S. Mail, postage prepaid, addressed to each Owner at the address according to the records of the Association. If an Owner shall fail to give an address to the Secretary for mailing of such notices, all such notices shall be sent to the street address of the Lot of such Owner. All Owners shall be deemed to have been given notice of the meetings upon the proper mailing of the notices to such addresses irrespective of the actual receipt of the notices by the Owners.

Section 10. Fiscal Year. The fiscal year of the Association shall begin on the first day of January and end on the 31st day of December of every year, except that the first fiscal year shall begin on the date of incorporation of the Association.


IN WITNESS WHEREOF, we being all of the initial Directors of the Homeowners Association of Frisco Ranch, Inc. hereby adopt the foregoing Bylaws for the Association to be effective as of the 21st day of March, 2003.



Bob Kembel



Scott MacLure



Tom Sullivan