

**Documents For
Mira Lagos
Homeowners
Association, Inc.**

**ARTICLES OF INCORPORATION
OF
MIRA LAGOS HOMEOWNERS ASSOCIATION, INC.**

I, the undersigned natural person of the age of 18 years or more and a United States citizen, acting as incorporator of a corporation under the Texas Non-Profit Corporation Act, do hereby adopt the following Articles of Incorporation for such corporation.

ARTICLE I

The name of the corporation is MIRA LAGOS HOMEOWNERS ASSOCIATION, INC.

ARTICLE II

The corporation is a nonprofit corporation.

ARTICLE III

The period of its duration is perpetual.

ARTICLE IV

The corporation is organized to improve, beautify, maintain, manage and operate the Common Areas and Common Maintenance Areas (as defined in the Declaration hereinafter described) within the Property (as defined in the Declaration), as the same may be reduced or added to in accordance with the Declaration; to provide for architectural control of the lots within the Property; and to promote the recreation, health, safety, convenience and welfare of the members of the corporation. In furtherance of such purposes, the corporation shall have the power to perform all of the duties and obligations of the Association as set forth in that certain Declaration of Covenants, Conditions and Restrictions for Mira Lagos recorded on October 29, 2002 at Volume 16091, Page 0021.001 thru 0021.067 in the Deed Records of Tarrant County, Texas, as the same may be amended or supplemented from time to time, and further shall have and may exercise any and all powers, rights and privileges that a corporation organized under the Texas Non-Profit Corporation Act may now or hereafter have or exercise.

ARTICLE V

The street address of the initial registered office of the corporation is 5950 Berkshire Lane, Suite 850, Dallas, Dallas County, Texas 75225, and the name of its initial registered agent at such address is Walter Damon.

ARTICLE VI

The corporation shall have members. The designation of any classes of members, the manner of election or appointment and the qualifications and rights of the members of each class shall be set forth in the Bylaws.

ARTICLE VII

The number of directors constituting the initial Board of Directors is three (3), and the names and addresses of the persons who are to serve as the initial directors are:

Richard E. LeBlanc
5950 Berkshire Lane, Suite 850
Dallas, Texas 75225

Walter Damon
5950 Berkshire Lane, Suite 850
Dallas, Texas 75225

Tom Marsh
5950 Berkshire Lane, Suite 850
Dallas, Texas 75225

ARTICLE VIII

The name and address of the incorporator is as follows:

Robert J. Banta
2200 Ross Avenue, Suite 2200
Dallas, Texas 75201

ARTICLE IX

No part of the net earnings of the corporation shall inure to the benefit of any member, director or officer of the corporation, or any private individual (except that reasonable compensation may be paid for services rendered to or for the corporation affecting one or more of its purposes set forth in Article IV above), and no director or officer of the corporation, or any private individual, shall be entitled to share in the distribution of any of the corporate assets on dissolution of the corporation. No substantial part of the activities of the corporation shall be the carrying on of propaganda, or otherwise attempting to influence legislation, and the corporation shall not participate in, or intervene in (including the publication or distribution of statements) any political campaign on behalf of or in opposition to any candidate for public office.

ARTICLE X

To the extent not disallowed by applicable Federal tax laws, no director of the corporation shall be liable to the corporation for monetary damages for an act or omission in the director's capacity as a director, except for liability of a director for (i) a breach of a director's duty of loyalty to the corporation, (ii) an act or omission not in good faith or that involves intentional misconduct or a knowing violation of the law, (iii) a transaction from which a director received an improper benefit, whether or not the benefit resulted from an action taken within the scope of the director's office, or (iv) an act or omission for which the liability of a director is expressly provided for by statute. If the Texas Non-Profit Corporation Act, the Texas Miscellaneous Corporation Laws Act, or other applicable law is amended after adoption of these Articles of Incorporation to authorize corporate action further eliminating or limiting the liability of directors, then the liability of a director of the corporation shall be eliminated or limited to the fullest extent permitted by the Texas Non-Profit Corporation Act, the Texas Miscellaneous Corporation Laws Act, or other applicable law, as so amended. This Article Ten shall not impair, limit or otherwise adversely affect any other provision of these Articles of Incorporation or the Bylaws of the corporation with respect to limiting or eliminating the liability of directors, but rather shall be cumulative thereof.

Any repeal or modification of the foregoing paragraph shall not adversely affect any right or protection of a director existing at the time of such repeal or modification.

ARTICLE XI

The corporation shall indemnify its directors and officers to the fullest extent provided by the Texas Non-Profit Corporation Act as the same exists or may hereafter be amended.

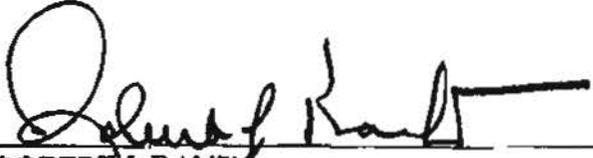
ARTICLE XII

The corporation shall indemnify and hold the undersigned incorporator harmless from and against any and all loss, cost, damage, expense (including, without limitation, attorneys' fees and expenses) for liability caused by, resulting from or arising out of any action taken or authorized by the incorporator of the corporation in respect of the corporation and organization of the corporation in what he deemed to be in or not opposed to the best interests of the corporation.

ARTICLE XIII

Any action required to be taken at a meeting of the members or directors of the corporation or any action that may be taken at a meeting of the members or directors or of any committee may be taken without a meeting if a consent in writing, setting forth the action to be taken and otherwise in compliance with Section 9.10C of the Texas Non-Profit Corporation Act, is signed by a sufficient number of members, directors or committee members as would be necessary to take that action at a meeting at which all of the members, directors or members of the committee were present and voted.

IN WITNESS WHEREOF, I have hereunto set my hand, as of the 30th day of DECEMBER, 2003.



ROBERT J. BANTA



HANOVER PROPERTY COMPANY
ATTN: WALTER DAMON
5950 BERKSHIRE LANE, STE 850
DALLAS TX 75225

Submitter: WALTER H DAMON III

SUZANNE HENDERSON
TARRANT COUNTY CLERK
TARRANT COUNTY COURTHOUSE
100 WEST WEATHERFORD
FORT WORTH, TX 76196-0401

DO NOT DESTROY
WARNING - THIS IS PART OF THE OFFICIAL RECORD.

Filed For Registration: 03/10/2004 02:35 PM
Document No.: D204073739
WD 31 PGS \$72.00

By: _____



D204073739

ANY PROVISION WHICH RESTRICTS THE SALE, RENTAL OR USE
OF THE DESCRIBED REAL PROPERTY BECAUSE OF COLOR OR
RACE IS INVALID AND UNENFORCEABLE UNDER FEDERAL LAW.

DEDICATORY INSTRUMENTS CERTIFICATE
MIRA LAGOS HOMEOWNERS ASSOCIATION, INC.

FILED
TARRANT COUNTY TEXAS
2004 MAR 10 P 2:35

SUZANNE HENDERSON
COUNTY CLERK
BY _____

THE STATE OF TEXAS §
 §
COUNTY OF TARRANT §

MIRA LAGOS HOMEOWNERS ASSOCIATION, INC., a Texas non-profit corporation (the "Association") hereby records this Certificate in compliance with Texas Property Code §202.006, requiring filing of dedicatory instruments in the real property records of each county in which the property to which the dedicatory instrument relates is located. Attached to this Certificate as Exhibits B, C and D, respectively are true and correct copies of:

- (i) Articles of Incorporation of the Association filed with the Secretary of State of Texas (Exhibit B); and
- (ii) Unanimous Consent of Board of Directors of the Association adopting the Bylaws of the Association (Exhibit C), and copy of the Bylaws as so adopted by the Board of Directors (Exhibit D).

The above described instruments affect and relate to the Association and the real property in Tarrant County, Texas described in Exhibit A attached hereto (the "Property"). Restrictive covenants affecting the Property have been, and any amendments thereto have been or will be, recorded separately. The Articles of Incorporation and the Bylaws may be amended from time to time. Current copies of the same may be obtained from the Association in accordance with Texas Property Code §207.003.

Dated: 12/30, 2003.

MIRA LAGOS HOMEOWNERS
ASSOCIATION, INC., a
Texas non-profit corporation

By: Walter Damon
Name: Walter Damon
Title: President

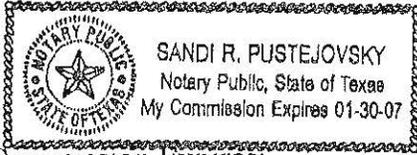
Articles of Incorporation

THE STATE OF TEXAS

§
§
§

COUNTY OF DALLAS

This instrument was acknowledged before me this 30th day of December, 2003, by Walter Damon, President of Mira Lagos Homeowners Association, Inc., a Texas non-profit corporation, on behalf of said corporation.



My Commission Expires:

Sandi R. Pustejovsky
Notary Public in and for the State of Texas

EXHIBITS:

- Exhibit A - Property Description
- Exhibit B - Articles of Incorporation
- Exhibit C - Unanimous Consent of Board of Directors
- Exhibit D - Bylaws

PROPERTY DESCRIPTION

MIRA LAGOS

BEING all that tract of land in the City of Grand Prairie, Tarrant County, Texas, a part of the C.M. Adams Survey, Abstract No. 38, A.N. Curry Survey, Abstract No. 332, T.D. Curry Survey, Abstract No. 335, J.A. Curry Survey, Abstract No. 338, G. Greer Survey, Abstract No. 618, R. McCoy Survey, Abstract No. 1104, S.C. Neill Survey, Abstract No. 1159, and the G.A.F. Wash Survey, Abstract No. 1945 and being all of the 12.67 acre tract of land and the 11.0 acre tract of land conveyed to Kong Meng Vang as recorded in Volume 11155, Page 2160, Tarrant County Deed Records, and being all of the 11.000 acre tract of land conveyed to Ge Long Yang as recorded in Volume 12113, Page 1718, Tarrant County Deed Records, and being all of Lot 2, Block 1, Cornerstone Acres, an addition to the City of Grand Prairie as recorded in Cabinet A, Slide 7836, Tarrant County Plat Records, being all of the 35.36 acre tract of land conveyed to James Donald Duke Trust No. 1, as recorded in Volume 12952, Page 537, Tarrant County Deed Records, being all of the 35.19 acre tract of land conveyed to James Donald Duke Trust No. 1, as recorded in Volume 12952, Page 537, Tarrant County Deed Records, being all of the 45.72 acre tract of land conveyed to John F. Day, as recorded in Volume 1121, Page 391, Tarrant County Deed Records, being all of the 44.393 acre tract of land conveyed to Ronnie McGlothlin, as recorded in Volume 14337, Page 440, Tarrant County Deed Records, being all of the 48.8725 acre tract of land conveyed to Day Miar 48.75, LP, as recorded in Volume 14933, Page 43, Tarrant County Deed Records, being a part of a 72.231 acre tract of land conveyed to Lester A. Levy, Trustee, as recorded in Volume 5491, Page 752, Tarrant County Deed Records, being a part of the 301.58 acre tract of land conveyed to Lester A. Levy, Trustee, as recorded in Volume 5491, Page 745, Tarrant County Deed Records, and being all of the tract of land conveyed to Harvey Children Trust, as recorded in Volume 7576, Page 1440, Tarrant County Deed Records, and being all of the 155.818 acre tract of land conveyed to J. Morris Back Family Trust, as recorded in Volume 13072, Page 247, Tarrant County Deed Records, and being further described as follows:

BEGINNING at a P.K. nail found at the west corner of said 12.67 acre tract of land, said point being the intersection of the center of Day Miar Road with the southeast line of Broad Street;

THENCE along the northwest line of said 12.67 acre tract of land and the southeast line of Broad Street as follows:

North 36 degrees 52 minutes 20 seconds East, 107.36 feet to a three-eighths inch iron rod found for corner;

Northeasterly, 339.20 feet along a curve to the right having a central angle of 24 degrees 06 minutes 24 seconds, a radius of 806.20 feet, a tangent 172.15 feet, and whose chord bears North 48 degrees 46 minutes 33 seconds East, 336.70 feet to a three-eighths inch iron rod found for corner;

North 60 degrees 50 minutes 56 seconds East, 702.42 feet to a steel fence post found for the north corner of said 12.67 acre tract of land;

THENCE South 29 degrees 55 minutes 59 seconds East, 100.01 feet along the northeast line of said 12.67 acre tract of land to a three-eighths inch iron rod found at the west corner of said Lot 2;

THENCE North 60 degrees 49 minutes 37 seconds East, 10.00 feet along the northwest line of said Lot 2 to a one-half inch iron rod set for the west corner of Lot 1R of said Cornerstone Acres;

THENCE South 29 degrees 55 minutes 59 seconds East, 475.77 feet to a one-half inch iron rod set for the south corner of Lot 1R of said Cornerstone Acres;

THENCE North 60 degrees 15 minutes 39 seconds East, 191.90 feet to a one-half inch iron rod set for the east corner of Lot 1R of said Cornerstone Acres;

THENCE North 28 degrees 44 minutes 29 seconds West, 473.84 feet to a one-half inch iron rod set for the north corner of Lot 1R of said Cornerstone Acres and being in the northwest line of said Lot 2;

THENCE North 60 degrees 49 minutes 37 seconds East, 148.15 feet to a three-eighths inch iron rod found at the north corner of said Lot 2, said point being in the southwest line of said 35.36 acre tract of land;

THENCE North 29 degrees 55 minutes 27 seconds West, 100.01 feet to a P.K. nail found in fence post at the west corner of said 35.36 acre tract of land, said point being in the southeast line of Broad Street;

THENCE North 60 degrees 49 minutes 53 seconds East, 1165.53 feet along the southeast line of said Broad Street to a one-half inch iron rod found for corner;

THENCE North 29 degrees 59 minutes 27 seconds West, 24.23 feet to a P.K. nail set in the centerline of Broad Street;

THENCE North 60 degrees 00 minutes 00 seconds East, 81.42 feet along the centerline of said Broad Street to a railroad spike set at the south corner said 155.818 acre tract of land;

THENCE along the southwest line of said 155.818 acre tract of land as follows;

North 30 degrees 30 minutes 11 seconds West, 1778.09 feet to a concrete monument found for corner;

North 14 degrees 57 minutes 29 seconds East, 265.00 feet to a concrete monument found for corner;

North 19 degrees 00 minutes 08 seconds West, 344.56 feet to a concrete monument found at the south corner of a 86.351 acre tract of land conveyed to JPHL, INC. as recorded in Volume 10983, Page 706, Tarrant County Deed Records;

THENCE North 58 degrees 56 minutes 00 seconds East, 2705.91 feet to a railroad spike found for the north corner of said 155.818 acre tract of land, said point being the east corner of said 86.351 acre tract of land, said point being in the centerline of Arlington Webb Britton Road;

THENCE South 30 degrees 19 minutes 45 seconds East, 3054.10 feet along the centerline of Arlington Webb Britton Road to a P.K. nail set at the east corner of said Harvey Children Trust tract of land, said point being the north corner of a tract of land conveyed to Patricio Medrano, Jr. as recorded in Volume 7364, Page 374, Tarrant County Deed Records;

THENCE South 60 degrees 18 minutes 09 seconds West, 634.05 feet to a one-half inch iron rod set at the south corner of said Harvey Children Trust Tract of land and at the west corner of said Patricio Medrano, Jr. tract of land, said point being in the northeast line of a tract of land conveyed to Sherry Lynn Sever, et al as recorded in Volume 10538, Page 1027, Tarrant County Deed Records;

THENCE North 30 degrees 17 minutes 10 seconds West, 696.56 feet along the southwest line of said Harvey Tract of land and along the northeast line of said Sever tract of land to a p.k. nail set at the west corner of said Harvey tract of land said point being the north corner of said Sever tract of land, said point being in the center line of Broad Street;

THENCE South 60 degrees 00 minutes 00 seconds West, 2267.83 feet along the center line of Broad Street to a p.k. nail set for the corner;

THENCE Southeasterly, 476.98 feet along a curve to the right having a central angle of 24 degrees 43 minutes 56 seconds, a radius of 1105.00 feet, a tangent of 242.26 feet, and whose chord bears South 18 degrees 06 minutes 43 seconds East, 473.29 feet to a one-half inch iron rod set for corner;

THENCE Southeasterly, 108.24 feet along a curve to the left having a central angle of 06 degrees 13 minutes 58 seconds, a radius of 995.00 feet, a tangent of 54.17 feet, and whose chord bears South 08 degrees 51 minutes 44 seconds East, 108.19 feet to a one-half inch iron rod set for corner, said point being in the southwest line of said 72.231 acre tract of land, and said point being in the northeast line of said 35.19 acre tract of land;

THENCE South 29 degrees 59 minutes 26 seconds East, 615.34 feet along the southwest line of said 72.231 acre tract of land and along the northeast line of said 35.19 acre tract of land;

THENCE Southeasterly, 1236.91 feet along a curve to the left having a central angle of 71 degrees 13 minutes 32 seconds, a radius of 995.00 feet, a tangent of 712.69 feet, and whose chord bears South 83 degrees 36 minutes 56 seconds East, 1158.79 feet to a one-half inch iron rod set for corner;

THENCE North 60 degrees 46 minutes 18 seconds East, 185.04 feet to a one-half inch iron rod set for corner;

THENCE Southeasterly, 292.38 feet along a curve to the left having a central angle of 15 degrees 09 minutes 38 seconds, a radius of 1105.00 feet, a tangent of 147.05 feet, and whose chord bears South 39 degrees 08 minutes 17 seconds East, 291.53 feet to a one-half inch iron rod set for corner;

THENCE Southeasterly, 803.35 feet along a curve to the right having a central angle of 46 degrees 15 minutes 35 seconds, a radius of 995.00 feet, a tangent of 425.02 feet, and whose chord bears South 23 degrees 35 minutes 18 seconds East, 781.71 feet to a one-half inch iron rod set for corner said point being in the center line of Seeton Road;

THENCE South 00 degrees 27 minutes 31 seconds East, 1033.42 feet along the centerline of Seeton Road to a p.k. nail set in the south line of said Levy tract of land, said point being the north corner of a 13.400 acre tract of land conveyed to Aziz K. Budri, et ux as recorded in Volume 11710, Page 1138, Tarrant County Deed Records;

THENCE South 88 degrees 44 minutes 49 seconds West, 906.96 feet along the south line of said Levy tract of land and along the northwest line of said Budri tract of land to a two and one-half inch iron pipe found for east corner of said 44.393 acre tract of land;

THENCE South 60 degrees 05 minutes 45 seconds West, 669.08 feet along the southeast line of said 44.393 acre tract of land to a five-eighths inch iron rod found at the northeast corner of said 48.8725 acre tract of land;

THENCE South 00 degrees 36 minutes 52 seconds East, 2017.70 feet along the east line of said 48.8725 acre tract of land to a five-eighths inch iron rod found at the southeast corner of said 48.8725 acre tract of land, said point being in the west line of a 50.000 acre tract of land conveyed to Daniel Gonzales as recorded in Volume 11530, Page 220, Tarrant County Deed Records, said point being in the north line of a 5.86 acre tract of land conveyed to Laurence T. Hamrick as recorded in Volume 12412, Page 1031, Tarrant County Deed Records;

THENCE North 89 degrees 39 minutes 08 seconds West, 659.44 feet along the south line of said 48.8725 acre tract of land to a one-half inch iron rod set at the northwest corner of said 5.86 acre tract of land;

THENCE North 89 degrees 47 minutes 32 seconds West, 138.65 feet along the south line of said 48.8725 acre tract of land to a one-half inch iron rod found at the southwest corner of said 48.8725 acre tract of land and being in the southeast line of Day Miar Road;

THENCE with the southeast line of Day Miar Road as follows:

North 48 degrees 57 minutes 16 seconds West, 390.28 feet to a one-half inch iron rod found for corner;

Northwesterly, 272.29 feet along a curve to the right having a central angle of 17 degrees 51 minutes 42 seconds, a radius of 873.45 feet, a tangent of 137.26 feet, and whose chord bears North 39 degrees 28 minutes 18 seconds West, 271.19 feet to a one-half inch iron rod found for corner;

North 29 degrees 48 minutes 01 seconds West, 716.99 feet to a one-half inch iron rod found for corner;

North 30 degrees 07 minutes 56 seconds West, 182.96 feet to a one-half inch iron rod found for corner;

North 30 degrees 54 minutes 56 seconds West, 376.45 feet to a one-half inch iron rod found for corner;

Northwesterly, 186.28 feet along a curve to the right having a central angle of 05 degrees 48 minutes 50 seconds, a radius of 1835.78 feet, a tangent of 93.22 feet, and whose chord bears North 27 degrees 59 minutes 36 seconds West, 186.20 feet to a one-half inch iron rod found for corner;

North 21 degrees 49 minutes 00 seconds West, 437.03 feet to a one-half inch iron rod found for corner;

THENCE North 29 degrees 17 minutes 53 seconds West, 2119.94 feet to the POINT OF BEGINNING and containing 20,479,618 square feet or 470.149 acres of land.

LEGAL DESCRIPTION – TRACT 1

BEING all that tract of land in the City of Grand Prairie, Tarrant County, Texas, a part of the J.A. Curry Survey, Abstract No. 338, a part of the R. McCoy Survey, Abstract No. 1104, a part of the G. A. F. Wash Survey, Abstract No. 1945, and being a part of that 301.58 acre tract of land conveyed to Lester A. Levy, Trustee as recorded in Volume 5491, Page 745, Tarrant County Deed Records, and being a part of that 72.231 acre tract of land conveyed to Lester A. Levy, Trustee as recorded in Volume 5491, Page 752, Tarrant County Deed Records, and being further described as follows:

BEGINNING at a P.K. nail set at the north corner of said 72.231 acre tract of land, said point being in the center of Broad Street, said point being in the southeast line of a 155.818 acre tract of land conveyed to J. Morris Back, Family Trust as recorded in Volume 13072, Page 247, Tarrant County Deed Records, said point being the west corner of a 3.825 acre tract of land conveyed to Robert H. Chambers and wife, Edna M. Chambers as recorded in Volume 6264, Page 512, Tarrant County Deed Records;

THENCE South 29 degrees 53 minutes 00 seconds East, 2653.78 feet along the northeast line of said 72.231 acre tract of land to a P.K. nail set for corner in the center of Seeton Road;

THENCE North 80 degrees 18 minutes 38 seconds East, 630.46 feet along the center of Seeton Road to a P.K. nail set for corner, said point being in the westerly line of a 189.68 acre tract of land conveyed to the United States of America from Lester A. Levy, Trustee as recorded in Volume 7168, Page 1088, Tarrant County Deed Records;

THENCE along the westerly line of said 189.68 acre tract of land and along the boundary line of Joe Pool Lake as follows:

South 22 degrees 01 minutes 51 seconds East, 598.55 feet to a concrete monument found for corner;

South 61 degrees 41 minutes 33 seconds East, 435.20 feet to a concrete monument found for corner;

South 25 degrees 02 minutes 44 seconds East, 530.49 feet to a concrete monument found for corner;

North 72 degrees 00 minutes 39 seconds East, 199.96 feet to a concrete monument found for corner;
North 48 degrees 18 minutes 52 seconds East, 483.34 feet to a concrete monument found for corner;
South 59 degrees 38 minutes 58 seconds East, 331.40 feet to a concrete monument found for corner;
South 39 degrees 44 minutes 04 seconds West, 690.84 feet to a concrete monument found for corner;
South 86 degrees 45 minutes 16 seconds West, 524.57 feet to a concrete monument found for corner;
South 45 degrees 44 minutes 08 seconds West, 838.19 feet to a concrete monument found for corner;
North 84 degrees 59 minutes 41 seconds West, 316.88 feet to a concrete monument found for corner;
North 56 degrees 55 minutes 06 seconds West, 555.50 feet to a P.K. nail set in the center of Seeton Road;

THENCE North 00 degrees 27 minutes 31 seconds West, 1373.08 feet along the center of Seeton Road to a P.K. nail set for corner;

THENCE Northwesterly, 803.35 feet along a curve to the left which has a central angle of 46 degrees 15 minutes 35 seconds, a radius of 995.00 feet, a tangent of 425.02 feet, and whose chord bears North 23 degrees 35 minutes 18 seconds West, 781.71 feet to a one-half inch iron rod set for corner;

THENCE Northwesterly, 292.38 feet along a curve to the right which has a central angle of 15 degrees 09 minutes 38 seconds, a radius of 1105.00 feet, a tangent of 147.05 feet, and whose chord bears North 39 degrees 08 minutes 17 seconds West, 291.53 feet to a one-half inch iron rod set for corner;

THENCE South 60 degrees 46 minutes 18 seconds West, 185.04 feet to a one-half inch iron rod set for corner;

THENCE Northwesterly, 1236.91 feet along a curve to the right which has a central angle of 71 degrees 13 minutes 32 seconds, a radius of 995.00 feet, a tangent of 712.69 feet, and whose chord bears North 83 degrees 36 minutes 56 seconds West, 1158.79 feet to a one-half inch iron rod set for corner, said point being in the southwest line of said 72.231 acre tract of land, said point being in the northeast line of a 35.19 acre tract of land conveyed to James Donald Duke Trust No. 1, as recorded in Volume 12952, Page 537, Tarrant County Deed Records;

THENCE North 29 degrees 59 minutes 26 seconds West, 615.34 feet along the southwest line of said 72.231 acre tract of land and along the northeast line of said 35.19 acre tract of land to a one-half inch iron rod set for corner;

THENCE Northwesterly, 108.24 feet along a curve to the right which has a central angle of 06 degrees 13 minutes 58 seconds, a radius of 995.00 feet, a tangent of 54.17 feet, and whose chord

bears North 08 degrees 51 minutes 44 seconds West, 108.19 feet to a one-half inch iron rod set for corner;

THENCE Northwesterly, 476.98 feet along a curve to the left which has a central angle of 24 degrees 43 minutes 56 seconds, a radius of 1105.00 feet, a tangent of 242.26 feet, and whose chord bears North 18 degrees 06 minutes 43 seconds West, 473.29 feet to a P.K. nail set in the northwest line of said 72.231 acre tract of land and being in the southeast line of said 155.818 acre tract of land, said point being in the center of Broad Street;

THENCE North 60 degrees 00 minutes 00 seconds East, 1184.63 feet along the northwest line of said 72.231 acre tract of land and along the southeast line of said 155.818 acre tract of land to the POINT OF BEGINNING and containing 5,052,347 square feet or 115.985 acres of land.

LEGAL DESCRIPTION - TRACT 2

BEING all that tract of land in the City of Grand Prairie, Tarrant County, Texas, a part of the R. McCoy Survey, Abstract No. 1104, and being all of that tract of land conveyed to Sherry Lynn Sever, et al as recorded in Volume 10538, Page 1027, Tarrant County Deed Records, and being all of that 6.173 acre tract of land conveyed to D.H. Joint Venture as recorded in Volume 7767, Page 476, Tarrant County Deed Records, and being further described as follows:

BEGINNING at a P.K. nail set at the north corner of said Sever tract of land, said point being in the center of Broad Street, said point being in the southeast line of a 155.818 acre tract of land conveyed to J. Morris Back Family Trust as recorded in Volume 13072, Page 247, Tarrant County Deed Records, said point being the west corner of a tract of land conveyed to Harvey Children Trust as recorded in Volume 7576, Page 1140, Tarrant County Deed Records;

THENCE South 30 degrees 17 minutes 10 seconds East, 1996.77 feet along the northeast line of said Sever tract of land to a one-half inch iron rod found for the east corner of the said Sever tract of land, said point being the north corner of Lot 1, Block 1, Foster Acres, an addition to the City of Grand Prairie as recorded in Cabinet A, Slide 1762, Tarrant County Plat Records, said point being in the southwest line of a tract of land conveyed to Samuel S. R. Haung, et ux as recorded in Volume 10177, Page 373, Tarrant County Deed Records;

THENCE South 60 degrees 46 minutes 18 seconds West, 877.73 feet to a one-half inch iron rod found at the south corner of said Sever tract of land, said point being the east corner of a tract of land conveyed to Robert H. Chambers, et ux as recorded in Volume 6264, Page 512, Tarrant County Deed Records;

THENCE North 29 degrees 52 minutes 40 seconds West, 608.00 feet along the southwest line of said Sever tract of land and along the northeast line of said Chambers tract of land to a one-half inch iron rod set for the east corner of said D.H. Joint Venture tract of land;

THENCE South 61 degrees 10 minutes 06 seconds West, 195.43 feet along the southeast line of said D.H. Joint Venture tract of land and along the northeast line of said Chambers tract of land

to a one-half inch iron rod found for the south corner of said D.H. Venture Tract of land, said point being in the northeast line of said Chambers tract of land;

THENCE North 29 degrees 53 minutes 37 seconds West, 1372.94 feet along the southwest line of said D.H. Joint Venture tract of land and along the northeast line of said Chambers tract of land to a P.K. nail set for the west corner of said D.H. Joint Venture, said point being the north corner of said Chambers tract of land, said point being in the southeast line of said 155.818 acre tract of land, and said point being in the center of Broad Street;

THENCE North 60 degrees 00 minutes 00 seconds East, 1059.22 feet along the southeast line of said Back Family tract of land and along the center line of Broad Street to the POINT OF BEGINNING and containing 2,002,003 square feet or 45.960 acres of land.

LEGAL DESCRIPTION – TRACT 3

BEING all that tract of land in the City of Grand Prairie, Dallas County and Tarrant County, Texas, a part of the B.B.B. & C.R.R. Co. Survey (Dallas County Abstract No. 1700 and Tarrant County Abstract No. 199), and being all of that tract of land conveyed to Jack A. Morey and wife Marjorie L. Morey as recorded in Volume 72017, Page 474, Dallas County Deed Records, and recorded in Volume 5173, Page 621, Tarrant County Deed Records, and being further described as follows:

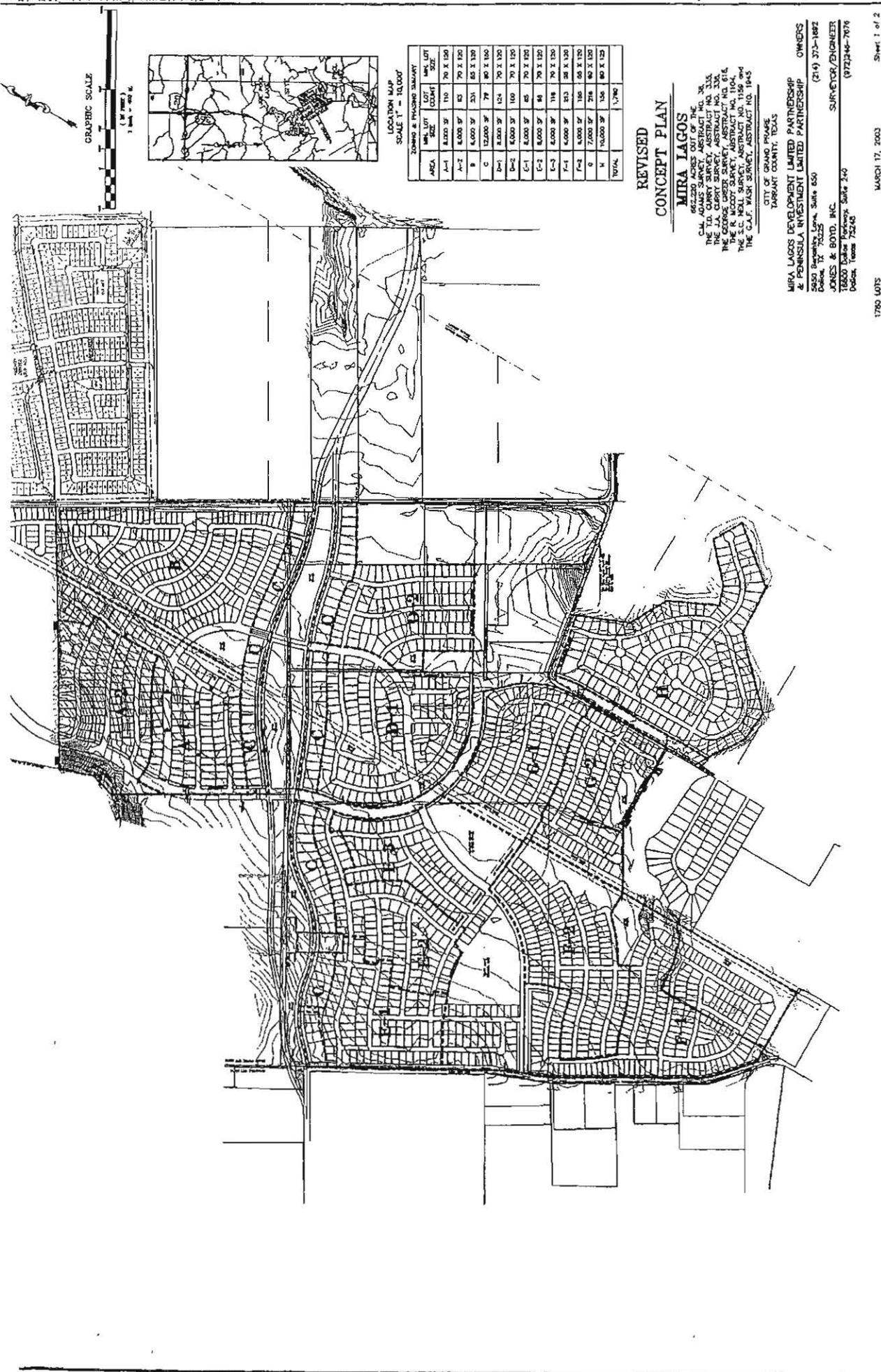
BEGINNING at a P.K. nail set at the west corner of said Morey tract of land, said point being in the center of Arlington Webb Britton Road, said point being South 30 degrees 19 minutes 45 seconds East, 243.33 feet from a railroad spike found at the intersection of the center of Arlington Webb Britton Road with the center of Broad Street;

THENCE North 59 degrees 35 minutes 12 seconds East, 2762.85 feet along the northwest line of said Morey tract and along the southeast line of that tract of land conveyed to Duke United Limited as recorded in Volume 9529, Page 266, Tarrant County Deed Records, to a one-half inch iron rod set at the north corner of said Morey tract of land and at the east corner of said Duke tract of land, said point being in the southwest line of that tract of land conveyed to the United States of America as recorded in Volume 83071, Page 5038, Dallas County Deed Records, and recorded in Volume 7497, Page 95, Tarrant County Deed Records;

THENCE South 29 degrees 17 minutes 33 seconds East, 475.87 feet along the southwest line of said United States of America tract of land to a one-half inch iron rod found at the east corner of said Morey tract of land, said point being the north corner of that tract of land conveyed to William Baynard Calhoun and Betty Jean Calhoun, Trustees of The William Baynard Calhoun and Betty Jean Calhoun Revocable Living Trust as recorded in Volume 13739, Page 552, Tarrant County Deed Records;

THENCE South 59 degrees 35 minutes 18 seconds West, 2754.24 feet along the southeast line of said Morey tract of land and along the northwest line of said Calhoun tract of land to a P.K. nail set at the south corner of said Morey tract of land and at the west corner of said Calhoun tract of land, said point being in the center of Arlington Webb Britton Road;

THENCE North 30 degrees 19 minutes 45 seconds West, 475.70 feet along the southwest line said Morey tract of land and along the center of Arlington Webb Britton Road to the POINT OF BEGINNING and containing 1,312,348 square feet or 30.127 acres of land.



LOCATION MAP
SCALE 1" = 10,000'

ZONING & PLANNING SUMMARY

AREA	MIN. LOT SIZE	MIN. LOT COUNT	MIN. LOT SIZE
A-1	8,000 SF	110	70 X 150
A-2	8,000 SF	85	70 X 150
B	8,000 SF	251	85 X 150
C	12,000 SF	79	80 X 150
D-1	8,000 SF	624	70 X 150
D-2	8,000 SF	100	70 X 150
E-1	8,000 SF	85	70 X 150
E-2	8,000 SF	44	70 X 150
E-3	8,000 SF	118	70 X 150
F-1	6,000 SF	213	58 X 150
F-2	8,000 SF	155	65 X 150
G	7,000 SF	216	80 X 150
H	10,000 SF	138	80 X 150
TOTAL		1,790	

REVISED
CONCEPT PLAN

MIRA LAGOS

66,230 ACRES OUT OF THE
CAL. ADAMS SURVEY, ABSTRACT NO. 30,
THE L.A. COUNTY SURVEY, ABSTRACT NO. 33A,
THE GEORGE GREER SURVEY, ABSTRACT NO. 614,
THE R. H. COOK SURVEY, ABSTRACT NO. 1504,
THE C.A.F. WASH. SURVEY, ABSTRACT NO. 1945

CITY OF GRAND PRISON,
TARRANT COUNTY, TEXAS

MIRA LAGOS DEVELOPMENT LIMITED PARTNERSHIP OWNERS
& PENINSULA INVESTMENT LIMITED PARTNERSHIP (214) 373-1882
5450 Sepulveda Ln., Suite 650
Dallas, TX 75225
JONES & BOYD, INC. SURVEYOR/ENGINEER
18500 Dallas Parkway, Suite 240 (972) 246-7078
Dallas, Texas 75246

Bylaws

Tarrant County

**AMENDED AND RESTATED
AMENDMENT TO BYLAWS
OF
MIRA LAGOS HOMEOWNERS ASSOCIATION, INC.**

**STATE OF TEXAS §
 § KNOW ALL MEN BY THESE PRESENTS:
COUNTIES OF TARRANT §
 §
 §
 §**

This AMENDED AND RESTATED AMENDMENT TO THE BYLAWS OF MIRA LAGOS HOMEOWNERS ASSOCIATION, INC. ("**Amendment**") is made effective this 10th day of May, 2011;

WITNESSETH:

WHEREAS, that certain Declaration of Covenants, Conditions and Restrictions for Mira Lagos was recorded October 29, 2002, in Volume 16091, Pages 0021.001 through 0021.067 of the Deed Records of Tarrant County, Texas (this instrument together with amendments and supplements thereto hereinafter called the "**Declaration**"); and

WHEREAS, Mira Lagos Homeowners Association, Inc., a Texas nonprofit corporation (the "**Association**"), was formed as a Texas nonprofit corporation by Articles of Incorporation executed December 30, 2003, and filed with the Secretary of the State of Texas on March 30, 2004 to administer and enforce the covenants contained in the Declaration; and

WHEREAS, Bylaws were promulgated for the Association December 30, 2003, and duly filed of record in the Real Property Records of Tarrant County, Texas ("**Bylaws**"); and

WHEREAS, an Amendment to Bylaws of Mira Lagos Homeowners Association, Inc. dated September 18, 2009, was recorded on September 21, 2009, as Instrument No. D209251551 in the Real Property Records of Tarrant County, Texas (hereafter called the "**First Amendment**"), and

WHEREAS, Article IX of the Bylaws of Mira Lagos Homeowners Association, Inc. provides that "The power to alter, amend or repeal these Bylaws shall be vested in the Board."; and

WHEREAS, the Board of Mira Lagos Homeowners Association, Inc., by this resolution unanimously signed by all Board Members desire to amend, supplement, and restate the First Amendment to the Bylaws as set forth herein;

NOW, THEREFORE, BE IT RESOLVED, that the First Amendment to the Bylaws of Mira Lagos Homeowners Association, Inc. is hereby replaced, amended and restated as follows:

1. Number of Directors. Section 1 of Article IV of the Bylaws which currently reads as follows:

"Section 1. Number. The affairs of this Association shall be managed by a Board of three (3) directors, who need not be Members of the Association."

is hereby amended to read as follows:

"Section 1. Number. The affairs of this Association shall be managed by a Board of not less than five (5) directors, all of whom, except for the members of the first Board, must be Owners or, where such Owner is not an individual person, an officer, director, shareholder, partner or representative of an Owner. The number of directors may be changed by amendment of these Bylaws."

2. Term of Office. Section 2 of Article IV of the Bylaws which currently reads as follows:

"Section 2. Term of Office. Each Director shall be elected for a term of three (3) years. Each Director shall hold office for the term for which he or she is elected and until his or her successor shall be elected and qualified unless soon removed as provided in these Bylaws."

is hereby amended to read as follows:

"Section 2. Term of Office. From and after the effective date of this Amendment Directors of Mira Lagos Homeowners Association shall be elected for terms of office as follows:

- The three initial directors ("Developer Members") shall be elected or appointed by the Declarant until after the Conversion Date after which all directors shall be elected by the Class A Members.
- Until the Conversion Date two members of the Board ("Owner Members") will be selected via on-line poll of the HOA members to serve from October 15, 2009, until the annual meeting to occur in the spring of 2011.
- At the 2011 annual meeting two Owner Members will be elected, the party receiving the greatest number of votes to serve for a two year term and the one receiving the next highest number of votes to serve for a one year term.
- Thereafter the directors will be elected at each annual meeting to fill the vacancy of expiring terms to serve for two year terms.

- After the Conversion Date all five directors will be Owner Members. At the first election after the Conversion Date the three persons receiving the highest number of votes will serve for two years. The party receiving the next highest number of votes will serve for one year. The Owner Member whose two year term is not then expired will continue in office until his term expires at which time his position will be filled for a two year term.

3. Qualifications and Conditions of Office. The following provision is added to the Bylaws as Section 5 of Article IV:

Section 5. Qualifications and Conditions of Office. The following rules as to qualifications and conditions for directors of the Association shall govern the election to the Board and conduct of Board members:

- All nominees must be in good standing in order to be qualified for election to, and continued service on the Board. "Good standing" includes [i] such member shall not be delinquent in assessments, fees, or fines as reflected on the member's account with the Association; [ii] the property of such member shall not have uncured violations of the restrictive covenants to which his property is subject and of which he has received written notice from the Association or management company.
- Persons qualified to be elected to the Board must be owners. Tenants or other occupants are not qualified. This does not include a husband or wife of the person shown in the public records to hold title. A spouse of the record owner is qualified to serve.
- After their election, Owner Members will be required to attend an orientation and quarterly Board meetings during regular office hours, as well as quarterly committee chair meetings. Each Owner Member will also be required to be a participating member of a committee.
- Each director will be required, immediately after election, to sign a Code of Conduct to be promulgated by the Board. This agreement may be amended and updated from time to time by the Board with each member agreeing to abide by the Code as changed.
- Section 3 of Article IV is hereby supplemented and amended to provide that a Director may be removed from the Board for cause, by a majority vote of the Board. Cause for removal includes violation of the above requirements and further includes, without limitation, [i] public communications, offensive, drunken, or disorderly conduct, violation of law, or other conduct which, in the opinion of a majority of the Board, is detrimental to the reputation of the Association and community; [ii] violation of, or refusal to abide by, the Articles, Bylaws, Declaration, or rules and policies promulgated by the Board after reasonable written notice; [iii] conduct calculated, in the opinion of a majority of the Board, to disrupt the harmony of the community or the conduct of business of the Board or Association including verbal or written attacks on other Board members; and [iv] failure to sufficiently exercise the duties and

assignments accompanying the position as Director. A Declarant Director removed under this provision shall be replaced by the Declarant. A Member Director removed under this provision shall be replaced by a majority of the Board not including such removed director. The removed director will be replaced with 60 days from date of removal and will serve until the next annual meeting.

4. Director's Proxy. The following provision is added to the Bylaws as Section 6 of Article IV:

Section 6. Voting in Person or by Proxy. A director may vote in person or by proxy in accordance with Section 22.215 of the Business Organizations Code ("BOC") codifying Article 1396-2.17D of the Texas Non-Profit Corporation Act. Per BOC Section 22.213(b) a director present by proxy at a meeting may not be counted toward a quorum. A director proxy must be in writing, executed by the director giving the proxy, and maintained on file by the Secretary of the Association or the management company which maintains the Association records. Per BOC Section 22.216 a proxy expires three months after the date of execution and is revocable by the party granting it. It can be replaced with a new proxy within the three-month time period. A director proxy may be given to more than one director any director holding the proxy may vote for the director granting it. But the directors holding the proxy can vote only once on any issue and, if both are present, must agree or the vote cannot be taken.

5. Actions Without a Meeting. Article IV, Section 9, of the Bylaws is amended and supplemented to read as follows:

Section 9. 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 a meeting by obtaining the written approval of a majority of the Directors. Any action so approved shall have the same effect as though taken at a meeting of the Directors. The term "written approval", as used in this Section 9, shall include electronic mail, facsimile mail, or telephone confirmation (if the telephonic response is made to the Secretary or Manager and a written record is made for the minutes of the Association). The Secretary or Manager will advise all Board Members of the results of the vote.

6. Quorum at Meeting of Members. The first sentence of Section 4 of Article III of the Bylaws is hereby amended to provide

Members holding five percent (5%) of the votes of the Members entitled to be cast at a meeting of Members, represented in person or by proxy, shall constitute a quorum for any action to be taken at such meeting.

The remainder of Section 4, Article III shall remain unchanged.

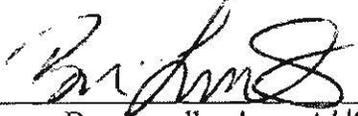
7. Runoff Elections. The following provision is added to the end of Section 5, Article III.

In the event that the election of a director results in a tie, a runoff election will be conducted as follows: [i] During the period of 14 business days following the meeting at which the vote was taken the runoff election process will be commenced (the "Initial Period"). [ii] Within 14 business days after the Initial Period has expired the runoff election process must be concluded (a period, in the aggregate, of 28 business days, being the "Runoff Election Period"). In the process each Member will be given notice and the opportunity to send his or her vote (one vote per lot) to the Association by mail, electronic mail, fax, or personal delivery. The votes, including those sent by regular mail, will be deemed received only upon actual receipt. In the runoff election process there will be no quorum or minimum vote requirements, the number of votes actually received being determinative whether many or few. If there has been a tie between candidates for election to the Board, the person receiving the most runoff votes at the end of the Runoff Election Period will be seated as a Director. If there has been a tie between candidates for the term of office for which they have been elected, the person receiving the most runoff votes at the end of the Runoff Election Period will be deemed to have been elected for the longest term in question with the other person taking the shorter term. Notice of the outcome of the runoff election will be given to the membership in a manner determined by the Board within a reasonable time after the expiration of the Runoff Election Period.

IN WITNESS WHEREOF, this Amended and Restated Amendment to the Bylaws of Mira Lagos Homeowners Association, Inc. is hereby executed by its duly authorized directors and officer as of the date first above written.


Name: Richard E. LeBlanc
Title: Director

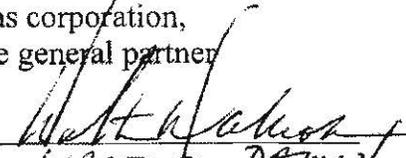

Name: Walter Damon
Title: Director


Name: Ben Luedtke
Title: Director

DECLARANT:

MIRA LAGOS DEVELOPMENT
LIMITED PARTNERSHIP,
a Texas limited partnership

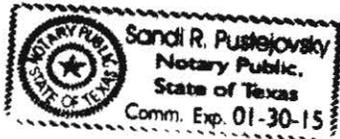
By: Hanover Services Group, Inc.,
a Texas corporation,
its sole general partner

By: 
Name: WALTER DAMON
Title: PRESIDENT

STATE OF TEXAS §
 §

COUNTY OF DALLAS §

This instrument was acknowledged before me on this 23rd day of May, ²⁰¹¹~~2009~~, by Walter Damon the V. President of Hanover Services Group, Inc., a Texas non-profit corporation, the sole general partner of Mira Lagos Development Limited Partnership, on behalf of said entities.



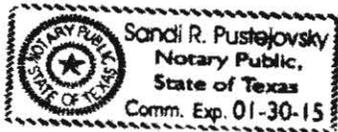
Sandi R. Pustejovsky
Notary Public, State of Texas

STATE OF TEXAS

§
§
§

COUNTY OF DALLAS

²⁰¹¹~~2009~~ This instrument was acknowledged before me on the 23rd day of May, ²⁰¹¹~~2009~~, by Richard E. LeBlanc, Walter Damon, and Ben ~~Luedke~~ ^{Luedtke}.



Sandi R. Pustejovsky
Notary Public, State of Texas

MAY 26 2011

AFTER RECORDING RETURN TO:
Charles W. Spencer
7920 Belt Line Road, Suite 935
Dallas, TX 75254

MARY LOUISE GARCIA

COUNTY CLERK



100 West Weatherford Fort Worth, TX 76196-0401

PHONE (817) 884-1195

CHARLES W SPENCER & ASSOC PLLC
7920 BELT LINE RD STE 935
DALLAS, TX 75254

Submitter: CHARLES W SPENCER &
ASSOC PLLC

DO NOT DESTROY
WARNING - THIS IS PART OF THE OFFICIAL RECORD.

Filed For Registration: 6/17/2011 11:17 AM

Instrument #: D211143720

OPR 7 PGS \$36.00

By: _____

Mary Louise Garcia

D211143720

ANY PROVISION WHICH RESTRICTS THE SALE, RENTAL OR USE OF THE DESCRIBED REAL PROPERTY
BECAUSE OF COLOR OR RACE IS INVALID AND UNENFORCEABLE UNDER FEDERAL LAW.

Prepared by: VMMASSINGILL

APPOINTMENT OF DIRECTOR

OF

MIRA LAGOS HOMEOWNERS ASSOCIATION, INC.

WHEREAS, that certain Declaration of Covenants, Conditions and Restrictions for Mira Lagos was recorded October 29, 2002, in Volume 16091, Pages 0021.001 through 0021.067 of the Deed Records of Tarrant County, Texas (this instrument together with amendments and supplements thereto hereinafter called the "**Declaration**"); and

WHEREAS, Mira Lagos Homeowners Association, Inc., a Texas nonprofit corporation (the "**Association**"), was formed as a Texas nonprofit corporation by Articles of Incorporation executed December 30, 2003, and filed with the Secretary of the State of Texas on March 30, 2004 to administer and enforce the covenants contained in the Declaration; and

WHEREAS, Bylaws were promulgated for the Association December 30, 2003, and duly filed of record in the Real Property Records of Tarrant County, Texas ("**Bylaws**"); and

WHEREAS, Article IV, Section 3 of the Bylaws of Mira Lagos Homeowners Association, Inc. provides that a vacancy in the Board shall be filled by a successor chosen by the remaining directors to serve for the unexpired term of his successor; and

WHEREAS, the following individuals are now currently directors of the Association:

Richard E. LeBlanc
Walter Damon
Ben Luedtke

and

WHEREAS, Section 1 of Article IV of the Bylaws has been amended to read:
Section 1.

Number. The affairs of this Association shall be managed by a Board of not less than five (5) directors, all of whom, except for the members of the first Board, must be Owners or, where such Owner is not an individual person, an officer, director, shareholder, partner or representative of an Owner. The number of directors may be changed by amendment of these Bylaws."

WHEREAS, Section 2 of Article IV of the Bylaws has been amended to read:

"Section 2. Term of Office. From and after the effective date of this Amendment Directors of Mira Lagos Homeowners Association shall be elected for terms of office as follows:

- The three initial directors ("Developer Members") shall be elected or appointed by the Declarant until after the Conversion Date after which all directors shall be elected by the Class A Members.
- Until the Conversion Date, two members of the Board ("Owner Members") will be selected via on-line poll of the HOA members, to serve from October 15, 2009, until the annual meeting to occur in the spring of 2011.
- At the 2011 annual meeting, two Owner Members will be elected, the party receiving the greatest number of votes to serve for a two year term and the one receiving the next highest number of votes to serve for a one year term.
- Thereafter the directors will be elected at each annual meeting to fill the vacancy of expiring terms to serve for two year terms.
- After the Conversion Date all five directors will be Owner Members. At the first election after the Conversion Date the three persons receiving the highest number of votes will serve for two years. The party receiving the next highest number of votes will serve for one year. The Owner Member whose two year term is not then expired will continue in office until his term expires at which time his position will be filled for a two year term.

NOW, THEREFORE, BE IT RESOLVED, that the Board by the resolutions set forth below hereby take the following action:

The following owner members are board members until the annual meeting in the spring of 2011.

Warren Landrum
Joshua Spare

Executed effective as of the 15th day of October, 2009.



Name: Richard E. LeBlanc
Title: Secretary



Name: Walter Damon
Title: President

MIRA LAGOS DEVELOPMENT LIMITED
PARTNERSHIP,
a Texas limited partnership

By: Hanover Services Group, Inc.
a Texas corporation,
its sole general partner



Walter Damon, President

5

**AMENDMENT TO BYLAWS
OF
MIRA LAGOS HOMEOWNERS ASSOCIATION, INC.**

STATE OF TEXAS §
 § **KNOW ALL MEN BY THESE PRESENTS:**
COUNTIES OF TARRANT §
 §
 §
 §
 §

This AMENDMENT TO THE BYLAWS OF MIRA LAGOS HOMEOWNERS ASSOCIATION, INC. ("Amendment") is made effective this 18th day of September, 2009;

WITNESSETH:

WHEREAS, that certain Declaration of Covenants, Conditions and Restrictions for Mira Lagos was recorded October 29, 2002, in Volume 16091, Pages 0021.001 through 0021.067 of the Deed Records of Tarrant County, Texas (this instrument together with amendments and supplements thereto hereinafter called the "**Declaration**"); and

WHEREAS, Mira Lagos Homeowners Association, Inc., a Texas nonprofit corporation (the "**Association**"), was formed as a Texas nonprofit corporation by Articles of Incorporation executed December 30, 2003, and filed with the Secretary of the State of Texas on March 30, 2004 to administer and enforce the covenants contained in the Declaration; and

WHEREAS, Bylaws were promulgated for the Association December 30, 2003, and duly filed of record in the Real Property Records of Tarrant County, Texas ("**Bylaws**"); and

WHEREAS, Article IX of the Bylaws of Mira Lagos Homeowners Association, Inc. provides that "The power to alter, amend or repeal these Bylaws shall be vested in the Board."; and

WHEREAS, the Board of Mira Lagos Homeowners Association, Inc., by this resolution unanimously signed by all Board Members desire to make the amendments to the Bylaws set forth herein;

NOW, THEREFORE, BE IT RESOLVED, that the Bylaws of Mira Lagos Homeowners Association, Inc. are hereby amended as follows:

1. Number of Directors. Section 1 of Article IV of the Bylaws which currently reads as follows:

"**Section 1. Number.** The affairs of this Association shall be managed by a Board of three (3) directors, who need not be Members of the Association."

is hereby amended to read as follows:

"**Section 1. Number.** The affairs of this Association shall be managed by a Board of not less than five (5) directors, all of whom, except for the members of the first Board, must be Owners or, where such Owner is not an individual person, an officer, director, shareholder, partner or representative of an Owner. The number of directors may be changed by amendment of these Bylaws."

2. Term of Office. Section 2 of Article IV of the Bylaws which currently reads as follows:

"**Section 2. Term of Office.** Each Director shall be elected for a term of three (3) years. Each Director shall hold office for the term for which he or she is elected and until his or her successor shall be elected and qualified unless soon removed as provided in these Bylaws."

is hereby amended to read as follows:

"**Section 2. Term of Office.** From and after the effective date of this Amendment Directors of Mira Lagos Homeowners Association shall be elected for terms of office as follows:

- The three initial directors ("Developer Members") shall be elected or appointed by the Declarant until after the Conversion Date after which all directors shall be elected by the Class A Members.
- Until the Conversion Date, two members of the Board ("Owner Members") will be selected via on-line poll of the HOA members, to serve from October 15, 2009, until the annual meeting to occur in the spring of 2011.
- At the 2011 annual meeting, two Owner Members will be elected, the party receiving the greatest number of votes to serve for a two year term and the one receiving the next highest number of votes to serve for a one year term.
- Thereafter the directors will be elected at each annual meeting to fill the vacancy of expiring terms to serve for two year terms.
- After the Conversion Date all five directors will be Owner Members. At the first election after the Conversion Date the three persons receiving the highest number of votes will serve for two years. The party receiving the next highest number of votes will serve for one year. The Owner Member whose two year term is not then expired will continue in office until his term expires at which time his position will be filled for a two year term.

3. Qualifications and Conditions of Office. The following provision is added to the Bylaws as Section 5 of Article IV:

Section 5. Qualifications and Conditions of Office. The following rules as to qualifications and conditions for directors of the Association shall govern the election to the Board and conduct of Board members:

- All nominees must be in good standing in order to be qualified for election to, and continued service on the Board. "Good standing" includes [i] such member shall not be delinquent in assessments, fees, or fines as reflected on the member's account with the Association; [ii] the property of such member shall not have uncured violations of the restrictive covenants to which his property is subject and of which he has received written notice from the Association or management company.
- Persons qualified to be elected to the Board must be owners. Tenants or other occupants are not qualified. This does not include a husband or wife of the person shown in the public records to hold title. A spouse of the record owner is qualified to serve.
- After their election, Owner Members will be required to attend an orientation and quarterly Board meetings during regular office hours, as well as quarterly committee chair meetings. Each Owner Member will also be required to be a participating member of a committee.
- Each director will be required, immediately after election, to sign a Code of Conduct to be promulgated by the Board. This agreement may be amended and updated from time to time by the Board with each member agreeing to abide by the Code as changed.
- Section 3 of Article IV is hereby supplemented and amended to provide that a Director may be removed from the Board for cause, by a majority vote of the Board. Cause for removal includes violation of the above requirements and further includes, without limitation, [i] public communications, offensive, drunken, or disorderly conduct, violation of law, or other conduct which, in the opinion of a majority of the Board, is detrimental to the reputation of the Association and community; [ii] violation of, or refusal to abide by, the Articles, Bylaws, Declaration, or rules and policies promulgated by the Board after reasonable written notice; [iii] conduct calculated, in the opinion of a majority of the Board, to disrupt the harmony of the community or the conduct of business of the Board or Association including verbal or written attacks on other Board members; and [iv] failure to sufficiently exercise the duties and assignments accompanying the position as Director. A Declarant Director removed under this provision shall be replaced by the Declarant. A Member Director removed under this provision shall be replaced by a majority of the Board not including such removed director. The removed director will be replaced with 60 days from date of removal and will serve until the next annual meeting.

4. Director's Proxy. The following provision is added to the Bylaws as Section 6 of Article IV:

Section 6. Voting in Person or by Proxy. A director may vote in person or by proxy in accordance with Section 22.215 of the Business Organizations Code ("BOC") codifying Article 1396-2.17D of the Texas Non-Profit Corporation Act. Per BOC Section 22.213(b) a director present by proxy at a meeting may not be counted toward a quorum. A director proxy must be in writing, executed by the director giving the proxy, and maintained on file by the Secretary of the Association or the management company which maintains the Association records. Per BOC Section 22.216 a proxy expires three months after the date of execution and is revocable by the party granting it. It can be replaced with a new proxy within the three-month time period. A director proxy may be given to more than one director any director holding the proxy may vote for the director granting it. But the directors holding the proxy can vote only once on any issue and, if both are present, must agree or the vote cannot be taken.

5. Actions Without a Meeting. Article IV, Section 9, of the Bylaws which currently reads as follows:

Section 9. 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 a meeting by obtaining the written approval of all the Directors. Any action so approved shall have the same effect as though taken at a meeting of the Directors.

is hereby supplemented by the addition of the following provision:

I am not sure this achieves what we desire. The existing section requires unanimous consent to act between board meetings. We want majority consent to act between board meetings. So I think we should delete Section 9 as existing and replace with language to all approval of A MAJORITY OF the directors rather than ALL the directors. We could then add a section to allow telephonic attendance at board meetings.

IN WITNESS WHEREOF, this Amendment the Bylaws is hereby executed by its duly authorized officer or agent as of the date first above written.

Richard E. LeBlanc

Name: Richard E. LeBlanc

Title: Director

Walter Damon

Name: Walter Damon

Title: Director

Ben Luedke

Name: Ben Luedke

Title: Director

DECLARANT:

MIRA LAGOS DEVELOPMENT LIMITED PARTNERSHIP, a Texas limited partnership

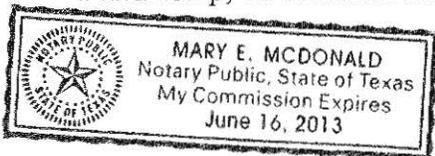
By: Hanover Services Group, Inc., a Texas corporation, its sole general partner

By: Walter Damon
Name: WALTER DAMON
Title: VICE PRESIDENT

STATE OF TEXAS §

COUNTY OF DALLAS §

This instrument was acknowledged before me on this 18th day of September, 2009, by Walter Damon the President of Hanover Services Group, Inc., a Texas non-profit corporation, the sole general partner of Mira Lagos Development Limited Partnership, on behalf of said entities.

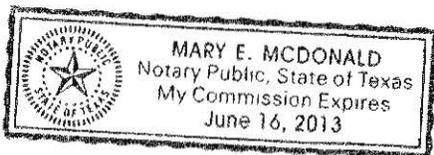


Mary McDonald
Notary Public, State of Texas

STATE OF TEXAS §

COUNTY OF DALLAS §

This instrument was acknowledged before me on the 18th day of September, 2009, by Richard E. LeBlanc, Walter Damon, and Ben Luedke.



Mary McDonald
Notary Public, State of Texas

AFTER RECORDING RETURN TO:
Premier Communities
3201 Oak Lawn #202
Dallas, Texas 75219

SEP 29 2009



PREMIER COMMUNITIES
3201 OAK LAWN 202

DALLAS TX 75219

Submitter: MIRA LAGOS HOA INC

SUZANNE HENDERSON
TARRANT COUNTY CLERK
TARRANT COUNTY COURTHOUSE
100 WEST WEATHERFORD
FORT WORTH, TX 76196-0401

DO NOT DESTROY
WARNING - THIS IS PART OF THE OFFICIAL RECORD.

Filed For Registration: 09/21/2009 03:37 PM
Instrument #: D209251551
OPR 6 PGS \$32.00

By: _____



D209251551

ANY PROVISION WHICH RESTRICTS THE SALE, RENTAL OR USE
OF THE DESCRIBED REAL PROPERTY BECAUSE OF COLOR OR
RACE IS INVALID AND UNENFORCEABLE UNDER FEDERAL LAW.

Printed by: WD

3

MIRA LAGOS HOMEOWNERS ASSOCIATION, INC.

OPERATIONAL GUIDELINES

STATE OF TEXAS §
COUNTIES OF TARRANT §
& DALLAS §
KNOW ALL MEN BY THESE PRESENTS:

The following Operational Guidelines are hereby adopted by the Board of Mira Lagos Homeowners Association, Inc., a Texas nonprofit corporation:

1. Communications. The Board will have meetings quarterly and Directors are encouraged to communicate any matters that should come before the Board at that time. If there is a crucial matter known to a Director which he or she feels cannot wait until the regular meeting that Director should contact the manager to attempt to resolve the issue between Board meetings. The meeting may be held by telephone conference or by exchange of emails among the Directors as provided in the Bylaws as amended or may be scheduled for a time and place designated by the President. Members will be instructed to email any issues which they may have to the Manager. Certain parties have gone to extremes on emails and coming to the office to such an unreasonable degree that the regular duties of management are impeded. The Manager is instructed to discourage such conduct in as pleasant a manner as is possible and encourage an occasional email with such issues as the member may have.

2. Reports. Monthly financial reports will be sent to the Board members by the management company by the 20th of each month. Any questions regarding the financials should be submitted in summary via email to management. Any questions regarding financials during those months in which Board meetings are scheduled must be submitted to management three business days in advance of the meeting to provide the Board and Management the opportunity to be prepared to resolve as many outstanding issues as is possible to provide for the most effective use of time during the meeting.

3. Agenda. Matters to be included on the agenda for quarterly Board meetings must be submitted to management three business days prior to the meeting. Agendas for the Board meetings will contain a quarterly management report, and only those agenda items submitted to and approved by a majority of the Board.

4. Quarterly Management Reports. Quarterly management reports will be presented at each quarterly Board meeting.

5. Regular Operational Issues. Questions and inquiries as to status on regular operational issues, such as work orders, violations, status of dues on delinquent accounts, will be available via access to PremierConnect.

6. Bidding. The Board of Directors will request management to bid all maintenance contracts at least once every two years. Three bids for maintenance contracts shall be submitted and decided upon by the Board. It is expected that relationships will exist with regular vendors for small maintenance duties, such as repairs, outside regular contracts. Management shall have the duty and ability to request such services from time to time, in keeping with their duties as managing agent, and within the scope of the approved operating budget Maintenance projects in excess of \$10,000.00 will require competitive bids, and shall be presented to the Board for approval.

7. Management Agreement. Management will have the duties and authority set forth in the management agreement by and between the management company and the Association. In addition, the day to day matters should not be brought to the Board for determination since that is the reason for contracting for professional management. The financial and accounting matters, not reserved specifically to the Board of Directors, will be handled by management. Before foreclosure proceedings are commenced the Board will be asked for a resolution authorized and instructing such action. Demand letters and liens may be placed on property without Board approval although the Board may make rules, guidelines and collection policies dictating the procedures, time deadlines, etc, to be followed in collection activities. The manager may refer a specific violation to counsel for a demand letter after sending the usual management company letters including the notices required by Section 209.006 and .007 of the Texas Property Code. No litigation will be commenced in any case without specific Board authority.

8. Amendments and Letter Authority. The Board may make changes to the Operational Guidelines from time to time to add to or change the matters contained herein. The Board may also give instructions and authority to management, committees, or officers which may or may not be in strict accordance with the provisions hereof. Such letter authority approved by a majority of the Board shall be considered a variance and not an amendment of these Guidelines.

[End of text. Signature Page follows.]

The Directors unanimously approve and agree to the terms of these Operational Guidelines and direct that they be filed in the Real Property Records of Tarrant and Dallas Counties.

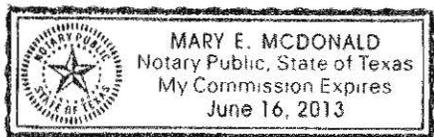

Richard E. LeBlanc, Secretary

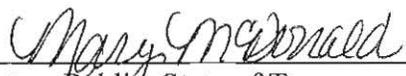

Walter Damon, President


Ben Luedke, Director

STATE OF TEXAS §
 §
COUNTY OF DALLAS §

This instrument was acknowledged before me on the 18 day of September, 2009, by Richard E. LeBlanc, Walter Damon, and Ben Luedke.




Notary Public, State of Texas

AFTER RECORDING RETURN TO:
Premier Communities
3201 Oak Lawn #202
Dallas TX 75219

SEP 29 2009



PREMIER COMMUNITIES
3201 OAK LAWN 202

DALLAS TX 75219

Submitter: MIRA LAGOS HOA INC

SUZANNE HENDERSON
TARRANT COUNTY CLERK
TARRANT COUNTY COURTHOUSE
100 WEST WEATHERFORD
FORT WORTH, TX 76196-0401

DO NOT DESTROY
WARNING - THIS IS PART OF THE OFFICIAL RECORD.

Filed For Registration: 09/21/2009 03:37 PM
Instrument #: D209251550
OPR 4 PGS \$24.00

By: _____



D209251550

ANY PROVISION WHICH RESTRICTS THE SALE, RENTAL OR USE
OF THE DESCRIBED REAL PROPERTY BECAUSE OF COLOR OR
RACE IS INVALID AND UNENFORCEABLE UNDER FEDERAL LAW.

Printed by: WD

**APPOINTMENT OF MEMBERS OF
THE ARCHITECTURAL CONTROL COMMITTEE
OF
MIRA LAGOS HOMEOWNERS ASSOCIATION, INC.**

WHEREAS, that certain Declaration of Covenants, Conditions and Restrictions for Mira Lagos was recorded October 29, 2002, in Volume 16091, Pages 0021.001 through 0021.067 of the Deed Records of Tarrant County, Texas (this instrument together with amendments and supplements thereto hereinafter called the "Declaration"); and

WHEREAS, Mira Lagos Homeowners Association, Inc., a Texas nonprofit corporation (the "**Association**"), was formed as a Texas nonprofit corporation by Articles of Incorporation executed December 30, 2003, and filed with the Secretary of the State of Texas on March 30, 2004 to administer and enforce the covenants contained in the Declaration; and

WHEREAS, Bylaws were promulgated for the Association providing, among other things:

"Section 11. Committees. The Board may designate one or more committees, which, to the extent provided in the resolution establishing such committee, shall have and exercise the authority of the Board in the management of the corporation. Each such committee shall consist of two or more persons, a majority of whom are Directors: the remainder need not be Directors. The designation of such committees and the delegation thereto of authority shall not operate to relieve the Board, or any individual Director, of any responsibility imposed upon it or him by law. Any non-director who becomes a members of any such committee shall have the same responsibility with respect to such committee as a Director who is a member thereof. Other committees not having and exercising the authority of the Board in the management of the corporation may be designated and appointed by the Board. Membership on such committees may, but need not be, limited to Directors."

and,

WHEREAS, Section 5.1 of the Declaration provides that the ACC shall be appointed by the Declarant prior to the Conversion Date and thereafter be appointed by the Board of Directors;

WHEREAS, the Declarant and the Board of Directors desire to constitute or reconstitute the Architectural Control Board to consist of the three members named below;

NOW, THEREFORE, BE IT RESOLVED that, effective as of the date hereof, the Architectural Control Board of Mira Lagos Homeowners Association, Inc. shall consist of the following persons:

Richard E. LeBlanc
Walter Damon
Ben Luedtke

These parties shall continue in their roles as members of the ACC until such time as their respective successors are appointed to the Declarant or, after the Conversion Date by resolution of the Board.

Executed effective as of the 18th day of September, 2009.

DECLARANT:



Walter Damon, President



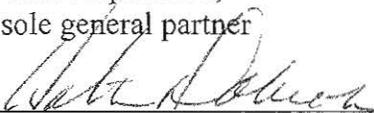
Richard E. LeBlanc, Secretary



Ben Luedtke, Director

MIRA LAGOS DEVELOPMENT LIMITED
PARTNERSHIP,
a Texas limited partnership

By: Hanover Services Group, Inc.
a Texas corporation,
its sole general partner



Walter Damon, President

APPOINTMENT OF DIRECTOR

OF

MIRA LAGOS HOMEOWNERS ASSOCIATION, INC.

WHEREAS, that certain Declaration of Covenants, Conditions and Restrictions for Mira Lagos was recorded October 29, 2002, in Volume 16091, Pages 0021.001 through 0021.067 of the Deed Records of Tarrant County, Texas (this instrument together with amendments and supplements thereto hereinafter called the "**Declaration**"); and

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WHEREAS, Bylaws were promulgated for the Association December 30, 2003, and duly filed of record in the Real Property Records of Tarrant County, Texas ("**Bylaws**"); and

WHEREAS, Article IV, Section 3 of the Bylaws of Mira Lagos Homeowners Association, Inc. provides that a vacancy in the Board shall be filled by a successor chosen by the remaining directors to serve for the unexpired term of his successor; and

WHEREAS, the following individuals were named as directors in the Articles of Incorporation of the Association:

Richard E. LeBlanc
Walter Damon
Tom Marsh

and

WHEREAS, Tom Marsh has been removed by the Declarant under its voting rights contained in Article III, Section 7 of the Bylaws exercised pursuant to the provisions of Article XIII of the Articles, and the Board wishes to appoint his successor;

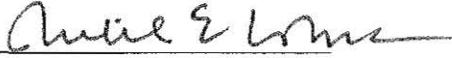
NOW, THEREFORE, BE IT RESOLVED, that the Board by the resolutions set forth below hereby take the following action:

1. The Board hereby appoints Ben Luedtke as a director of the Association to replace Tom Marsh effective upon the date hereof, to serve until his replacement is appointed or elected.

2. Until additional or different Directors are qualified and seated the Board of Directors of the Association shall consist of the following members:

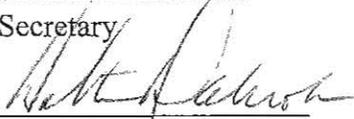
Richard E. LeBlanc
Walter Damon
Ben Luedtke

Executed effective as of the 18th day of September, 2009.



Name: Richard E. LeBlanc

Title: Secretary

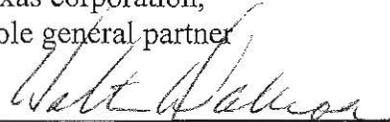


Name: Walter Damon

Title: President

MIRA LAGOS DEVELOPMENT LIMITED
PARTNERSHIP,
a Texas limited partnership

By: Hanover Services Group, Inc.
a Texas corporation,
its sole general partner



Walter Damon, President

REMOVAL OF DIRECTOR

OF

MIRA LAGOS HOMEOWNERS ASSOCIATION, INC.

WHEREAS, that certain Declaration of Covenants, Conditions and Restrictions for Mira Lagos was recorded October 29, 2002, in Volume 16091, Pages 0021.001 through 0021.067 of the Deed Records of Tarrant County, Texas (this instrument together with amendments and supplements thereto hereinafter called the "**Declaration**"); and

WHEREAS, Mira Lagos Homeowners Association, Inc., a Texas nonprofit corporation (the "**Association**"), was formed as a Texas nonprofit corporation by Articles of Incorporation executed December 30, 2003, and filed with the Secretary of the State of Texas on March 30, 2004 to administer and enforce the covenants contained in the Declaration; and

WHEREAS, Bylaws were promulgated for the Association December 30, 2003, and duly filed of record in the Real Property Records of Tarrant County, Texas ("**Bylaws**"); and

WHEREAS, Article IV, Section 3 of the Bylaws of Mira Lagos Homeowners Association, Inc. provides that a director may be removed from the Board with or without cause by a majority vote of the Members of the Association at any meeting of the Members duly called and held; and

WHEREAS, Article XIII of the Articles of Incorporation of the Association provides that any action required to be taken at a meeting of the members of the Association 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 as would be necessary to take that action at a meeting at which all of the members were present and voting; and

WHEREAS, Article III, Section 7, Subsection (c) of the Bylaws of the Association provides that the Declarant, as Class B Member, "shall be entitled to three (3) votes for each vote allocated to Class A Members, insuring that the Declarant has sufficient votes of the action to by the execution hereof;

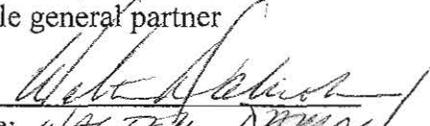
NOW, THEREFORE, PREMISES CONSIDERED, the Declarant hereby exercises its vote to remove Tom Marsh as a member of the Board of Directors. The vacancy shall be filled by the Board of Directors in compliance with the provisions of Article IV, Section 3 of the Bylaws of Mira Lagos Homeowners Association, Inc.

Executed effective as of the 18th day of September, 2009.

DECLARANT:

MIRA LAGOS DEVELOPMENT
LIMITED PARTNERSHIP,
a Texas limited partnership

By: Hanover Services Group, Inc.,
a Texas corporation,
its sole general partner

By: 
Name: WALTER DAMON
Title: VICE PRESIDENT

BYLAWS OF

**MIRA LAGOS
HOMEOWNERS ASSOCIATION, INC.**

A TEXAS NON-PROFIT CORPORATION

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BYLAWS OF
MIRA LAGOS
HOMEOWNERS ASSOCIATION, INC.
A TEXAS NON-PROFIT CORPORATION

ARTICLE I
NAME AND LOCATION

The name of the corporation is MIRA LAGOS HOMEOWNERS ASSOCIATION, INC., hereinafter referred to as the "Association". The principal office of the corporation shall be located at 5950 Berkshire Lane, Suite 850, Dallas, Texas 75225, but meetings of Members and Directors may be held at such places within the State of Texas, County of Dallas or Tarrant, as may be designated by the Board of Directors.

ARTICLE II
DEFINITIONS

The following words when used in these Bylaws, unless a different meaning or intent clearly appears from the context, shall have the following meanings:

"Assessment" or "Assessments" shall mean assessment(s), both regular annual assessments and special assessments, levied by the Association under the Declaration.

"Association" shall mean and refer to MIRA LAGOS HOMEOWNERS ASSOCIATION, INC., its successors and assigns.

"Board" shall mean the Board of Directors of the Association.

"City" shall mean and refer to the City of Grand Prairie, Tarrant County, Texas.

"Conversion Date" shall mean the date of termination of Declarant's Class B membership and conversion of the same to a Class A membership, which shall be the earlier to occur of (i) the date on which seventy-five percent (75%) of the Lots to be developed on the Property have been conveyed to homeowners or (ii) December 31, 2020.

"Declarant" shall mean MIRA LAGOS DEVELOPMENT LIMITED PARTNERSHIP, a Texas limited partnership, and successors and assigns of its interest as Declarant under the Declaration.

"Declaration" means and refers to that certain Declaration of Covenants, Conditions and Restrictions for Mira Lagos executed by Declarant and recorded October 29, 2002, at Volume 16091, Page 0021.001 thru 0021.067 of the Deed Records of Tarrant County, Texas, as such Declaration may be amended or supplemented from time to time.

"Lot" shall mean and refer to any portion of the Property shown as a subdivided residential lot on a Plat; provided, however, with respect to any unplatted portion of the Property, a Lot shall mean a residential lot as shown on the Concept Plat attached to the Declaration as an Exhibit.

"Member" means each Owner and the Declarant.

"Owner" shall mean and refer to the record owner, including sellers pursuant to executory contracts for conveyance and whether one or more persons or entities, of fee simple title to any Lot, but excluding those persons or entities having such interest merely as security for the performance of an obligation.

"Plat" shall mean a subdivision plat or plats of any portion of the Property now or hereafter filed for record in the Map or Plat Records of Tarrant County, Texas, as such plat or plats may be amended from time to time.

"Property" shall mean and refer to any and all property which is or becomes subject to the terms of the Declaration.

"Restrictions" shall mean the covenants, conditions and restrictions contained in the Declaration, the Articles, these Bylaws, any rules and regulations promulgated by the Association pursuant to the Declaration and any rules, regulations, guidelines or procedures promulgated by the Architectural Committee (as defined in the Declaration), as any of the foregoing may be adopted and amended from time to time.

ARTICLE III MEETING OF MEMBERS

Section 1. Annual Meetings. An annual meeting of the Members shall be held each calendar year on such date and at such time as shall be designated from time to time by the Board. The first annual meeting of the Members shall be held within one year after the date of incorporation of the Association. At each annual meeting, the Members shall elect Directors and transact such other business as may properly be brought before the meeting. The meeting shall be held at the place and hour designated by the Board in the notice of meeting.

Section 2. Special Meeting. Special meetings of the Members may be called at any time by the President or by the Board, or upon written request of the Members who are entitled to vote one-fourth (1/4) of all of the votes of the Class A membership. Only such business shall be transacted at a special meeting of Members as may be stated or indicated in the notice of such meeting.

Section 3. Notice of Meetings. Written notice of each meeting of the Members shall be given by, or at the direction of, the Secretary or person authorized to call the meeting, by mailing a copy of such notice, postage prepaid, not less than ten (10) nor more than sixty (60) days before such meeting to each Member entitled to vote at such meeting, addressed to the Member's address last appearing on the books of the Association, or supplied by such Member to