

**DECLARATION OF COVENANTS AND RESTRICTIONS OF
FALCON POINTE SUBDIVISION (PHASE 2)**

STATE OF TEXAS

§



RESTRICT

2009024208

12 PGS

COUNTY OF McLENNAN

§

WHEREAS, Stylecraft Builders Falcon Pointe, LP is the Owner and Developer of the subdivision in the City of China Spring, McLennan County, Texas, known as FALCON POINTE SUBDIVISION, PHASE TWO (herein sometimes referred to as "Falcon Pointe" or "Subdivision"), being 11.04 acres, in the JAMES LANE SURVEY, Abstract No. 531, in China Spring, McLennan County, Texas, and more particularly described on Exhibit "A" attached hereto and made a part hereof for all purposes.

WHEREAS, Developer desires to create and carry out an organized and uniform plan for the improvement, development, sale, and possession of all the numbered lots in said Subdivision, for the benefit of present and future owners of Falcon Pointe,

NOW THEREFORE, Developer hereby adopts and establishes the following reservations, restrictions, covenants and easements to apply (a) in the use, maintenance, occupancy, preservation of value and conveyance of all such numbered lots in said Subdivision and (b) to use in each contract or deed, which may be executed, delivered and accepted. By acceptance of a contract, deed or other conveyance therefore, whether or not it shall be so expressed in the deed or other conveyance, each lot owner shall be deemed to covenant and agree to the following reservations, restrictions, covenants and easements, regardless of whether or not such reservations, restrictions, covenants and easements are set out in full or referenced in said contract or deed (the headings being employed for convenience only, and not controlling over content).

1.

BUILDING SITE

As used in these restrictions, the term "building site" means all, or all plus a part of an adjacent lot, of the numbered lots in any of the Subdivision.

2.

SINGLE FAMILY RESIDENTIAL PURPOSES ONLY

No lot or building site shall be used for any purpose except for single family residential purposes. No building shall be erected, altered, placed or permitted to remain on any building site other than one single family type dwelling and garage, together with any permitted outbuilding.

A single family type dwelling is defined as:

- a) A residence occupied by a single family unit which may consist of the owner of the residence, his or her spouse, his or her children, and his or her parents; or
- b) A residence occupied by no more than two unrelated individuals and lineal descendants thereof, or
- c) A residence occupied by either the owner, the spouse of the owner, the parents of the owner, or the lineal descendants of the owner and their authorized guests, but which is not used by such persons as a rooming or boarding house for unrelated persons; or

- d) A residence occupied by not more than four unrelated persons and lineal descendants thereof under a lease agreement with the owner of the residence; or
- e) A residence occupied by a single family unit consisting of no more persons than are otherwise authorized herein under a lease agreement with the owner of the residence.

No provisions in these restrictions shall be construed to prevent the Developer, or any real estate agent or homebuilder as approved by Developer, from erecting, permitting or placing such facilities or structures, either permanent or temporary, of whatever nature, on a lot or lots as may be necessary or convenient during the period of, and in connection with, the sale of lots, or the construction or selling of new residences in the Subdivision. Such facilities may include, but shall not be limited to, a temporary office building, storage area, signs, portable toilet facilities and sales offices. The Developer, or its designated agent, shall also have the right to use a residence, situated on a lot, as a temporary office or a model home during the period of, and in connection with, construction and sales operations in Falcon Pointe.

3.

ARCHITECTURAL CONTROL COMMITTEE

No building or other improvements shall be erected, placed or altered on any building site until the construction plans and specifications, and a plan showing the location of the structure or improvements, have been approved by a majority of the Architectural Control Committee (the "Committee") as to the quality of workmanship and type of building materials; harmony of external design with existing structures; and location with respect to topography, easements, building lines and finish grade elevation. The Architectural Control Committee shall consist of four (4) members, whose names are Randy French, Jeffrey French, Harry Ray and upon election, the first President of the Falcon Pointe - Waco Home Owners Association (the "Association"). A majority of the Committee may designate a representative to act for it. In the event of resignation or impossibility to continue serving of any member of the Committee, the remaining members shall have full authority to designate a successor. When all lots in the Subdivision, including, any additional lots added and phased into the Subdivision as set forth in Section 30 hereafter have been improved with houses meeting the standards provided for herein, the terms of Randy French, Jeffrey French and Harry Ray will automatically expire and the designation of members of the Committee will be the exclusive responsibility of said Association. Neither the members of the Committee or its designated representative shall be entitled to any compensation for services performed pursuant to this covenant. The Committee's approval, or disapproval, as required herein, shall be in writing. If the Committee or its designated representative fails to give written approval or disapproval within thirty (30) days after plans and specifications have been submitted to it, or in any event, if no suit to enjoin the construction has been commenced prior to the conclusion of improvements, approval will not be required, and the related covenants shall be deemed to have been fully satisfied. It is stipulated, however, that to be approved, all construction on any building site must comply with all the requirements of these Deed Restrictions.

4.

MINIMUM SIZE OF DWELLINGS

The minimum air conditioned area per dwelling, exclusive of garages, porches and attics will be 1000 square feet, plus the garage.

5.
BUILDING LINES

No building shall be located on any building site nearer to the front lot line, or nearer to the side street line, than the minimum set back lines shown on the recorded plats for the Subdivision. No building shall be located nearer to a rear lot line than the rear easement line.

6.
FACING OF RESIDENCES

Residences on corner lots shall face the street from which the greater building setback is shown on the recorded plat. This requirement may be waived by the Committee if, in its sole opinion, the conditions warrant the change.

7.
MATERIALS REQUIRED

Only new construction material (except masonry) shall be used in constructing any structures in the Subdivision. Exterior colors (for house, mailbox, fence, roof, and other residential appurtenances), stone or other masonry colors and exterior shutter or door colors all must be approved in writing by the Committee. This includes initial construction and any repainting after initial construction. No structure shall be occupied or used until the exterior construction thereof is completed, the interior construction is substantially completed and a certificate of occupancy has been issued by the City of China Spring, Texas (the "City").

8.
GARAGES, CARPORTS AND OUT BUILDINGS

Each and every residential structure shall have a garage to be constructed at the time of construction of the main residence, and shall be constructed for not less than one (1) automobiles unless otherwise approved by the Committee. No garage shall ever be changed, altered, enclosed or otherwise converted for any purpose other than for the housing of automobiles or other vehicles unless approved by the Committee. All roof materials must be of the same nature as the materials used on the main residential dwelling and all garage walls must be constructed of the same material, or other similar material, as the exterior of the main residential dwelling. Any storage buildings, outbuildings or other structures must be located in the rear yard and screened with fencing from view from streets adjoining the lot containing such structures. Any such additional building structures shall be only one story and their location, height, size, building materials and colors must be approved in writing by the Committee, prior to construction.

Unless approved in writing to the contrary by the Committee, garages may not be enclosed unless the original size of garage door is continuously maintained and the visible portion of the residence from the street is not altered. Window unit air conditioners, seen from any street, are not allowed anywhere in the residence structure, including an enclosed garage area. In no way shall the fact that a garage has been enclosed be visually detectable from the street. No exterior door or window may be added to the front of the house within, or in place of, the original garage door if a majority of the garage is enclosed. Additionally, any enclosure of the garage must be approved in writing by the Committee.

9.
EASEMENTS

Easements for installation or maintenance of utilities, access and drainage are reserved as shown and provided for on the recorded plats. No buildings or other permanent structures are allowed on these easements, except for driveways, sidewalks, culverts, foot bridges, porches and fences. Future use of these easements as improved bicycle or walking paths is permissible. Any construction over and across a drainage easement must be approved by the City. All easements are to be maintained by the owners of the lots where the easements exist. The repair and maintenance of fences built by the owner of a lot, and damaged by others having legal access to the easement, will be at the expense of the owner.

10.
NUISANCES PROHIBITED

No noxious, loud or offensive activity shall be permitted upon any portion of the Subdivision, nor shall anything be done on any lot which may be or become an annoyance or nuisance to the neighborhood.

11.
TEMPORARY STRUCTURES PROHIBITED

A structure of temporary character, including but not limited to, mobile homes, recreation vehicles, trailers, tents, shacks, garages, barns, basements or other outbuilding, shall not be used on any lot at any time as a residence, either temporarily or permanently.

12.
SIGNS & WINDOW SCREENS

No signs of any kind shall be displayed to the public view on any building site or lot, except such signs as shall have been approved by the Committee. No foil paper, cardboard, plywood, newspaper, sheets or other bed linen, or other unsuitable materials will be allowed to screen or cover windows, either internally or externally, except for an emergency period of three (3) weeks or less. The Committee's decision about the suitability of window coverings shall be final.

13.
NO MINING OPERATIONS

No oil drilling, oil development operations, oil refining, quarrying or mining operations of any kind shall be permitted upon any lot, nor shall any mineral wells, pumps, compressors, tanks, tunnels, mineral excavations or shafts be permitted upon any building site. No derrick or other structure designed for use in boring for oil, natural gas, or any other mineral or substance, shall be erected, maintained or permitted on any lot.

14.
LIVESTOCK

No animals, livestock, poultry or insects of any kind shall be raised, bred or kept on any lot, except that dogs (excluding Pit Bulls, Chows, Rottweilers, Dobermans or any dog with a wolf mix, which are strictly prohibited), cats, fowl, or other household pets may be kept if they are not used, maintained or bred for any commercial purposes, and provided such pets do not become a nuisance to the neighborhood. All dogs with a previous record of aggressive behavior or instances of biting shall be fenced.

15.

MAINTENANCE OF BUILDING SITES AND LOTS

All building sites and lots, whether improved or unimproved, shall be kept in a sanitary and attractive condition and shall in no event be used for storage of material and equipment except for normal residential requirements incidental to construction of improvements thereon as herein permitted. No owner of any lot shall permit the accumulation or burning of garbage, trash or rubbish of any kind thereon.

Those portions of each improved lot that are visible from the street, primarily the front yard, shall be maintained with domestic grass and/or suitable ground cover, integrated with any natural trees and bushes that may be incorporated into the landscaping. In any case, whether a yard is primarily covered with grass and/or ground cover or largely covered with natural growth, the yard shall be kept in a manner consistent with a well-maintained attractive neighborhood.

If the owner of any lot fails to keep the grass and vegetation cut as often as may be necessary to maintain the lot in a neat and attractive condition, the Association may have the grass or vegetation cut, and the lot owner shall be obligated to pay, or otherwise reimburse the Association, for the cost of such work. By acceptance of its grant deed, each lot owner in the Subdivision grants to the Association authority to enter upon such owner's property without threat of trespass or other liability against the Association excepting willful misconduct by Association, its officers, employees and agents.

All clothes lines, yard equipment (including lawn chairs, benches, tables, swings and the like), outdoor cooking equipment (barbecue pits, hibatchis and the like), play equipment (swing sets, slides, pool, etc.), wood piles or storage piles shall be kept screened by a solid wood or masonry fence, service yard, drying yard or other similar facility as herein otherwise provided, so as to conceal them from view of streets. Tool sheds, fences and any other construction or improvement shall be subject to approval by the Committee. No fences may be built on the front of any lot unless approved in writing by the Committee. The Committee shall have the right to enforce action to remove violations by injunctive relief if necessary to assure aesthetic quality of the Subdivision.

16.

VEHICLES

No vehicle or trailer, which is inoperative, wrecked, dismantled, discarded or which does not have (i) a lawful license affixed thereto, (ii) an unexpired license plate or plates, and (iii) a valid motor vehicle safety inspection certificate, shall be permitted upon any lot. If visible from the street for a period longer than 72 hours such violative vehicles shall be subject to being towed away by the Association at the owner's expense.

No truck or van with more than two axles, service vehicles (including but not limited to, those containing multiple tool boxes, ladder racks, welding equipment, construction equipment or other similar equipment or accessories), boat, trailer, motor home, mobile home, house trailer, or recreational vehicle, may be kept on the street in front of any lot, or upon any lot, unless it is kept inside the garage or yard areas, behind fences or walls, and concealed from public view. No vehicle of any kind may be parked on lawn areas for any reason. These restrictions shall not apply to any vehicle, machinery, or maintenance equipment temporarily parked and used for the construction, repair and maintenance of the Subdivision or of any properties in the Subdivision. Passenger vehicles may be parked on the street in front of lots for periods of time not to exceed forty-eight (48) hours in any seventy-two (72) hour period. Any vehicle parked for a longer time may be towed away by the Association at the lot owner's expense. This restriction is not to be construed to prohibit periodic overnight guests from parking on the street, but is to specifically prohibit

residents from using the street as the usual overnight parking for vehicles. No major repair work, dismantling, or disassembling of motor vehicles or other machinery or equipment shall be permitted in or on any drive, street, garage, carport or any part of any lot.

No motorcycles, motorbikes, dirt-bikes, motor-scooters, go-carts, or three and four wheel "off-road" vehicles, nor any similar vehicles, whether licensed or unlicensed may be operated by unlicensed operators on any lot or on any street in the Subdivision. Furthermore, no motor vehicle that is operated, either legally or illegally, on the lots or on the streets of the Subdivision shall be permitted to make or emit any noxious or offensive noises, smells, or fumes, or to be operated in such a manner that may be or become a danger, nuisance or annoyance to the neighborhood.

17.

STORAGE OF MATERIALS

No building material of any kind or character shall be placed or stored upon any residential lot until the owner is ready to commence construction of improvements, and then, only if such material shall be placed within the property lines of the lot being improved. No building materials, material scraps, stumps, trees, underbrush, or any refuse of any kind, shall be placed on any other lots, streets or easements in the Subdivision, other than the lot being improved. All such material, if not disposed of immediately, must remain on the lot upon which the construction work is in progress, and at the completion of such improvements, such material must be immediately removed from the lot.

18.

GARBAGE AND REFUSE

All lots shall at all times be kept in a clean, sanitary and attractive condition. No lot shall be used or maintained for storage of materials, nor as a dumping ground for rubbish, trash, garbage, or other waste. All household waste shall be kept only in sanitary containers provided, or approved, by the City. No garbage cans or refuse containers shall be placed or permitted to remain at the front of a residence either within the street or on the lot or right-of-way, except upon those days scheduled for garbage and refuse collection by the City or a privately contracted collector. All garbage cans or refuse containers shall be returned to their customary storage area within eighteen (18) hours of garbage collection.

19.

FENCES, WALLS, AND MAILBOXES

No fence, wall, or any other structure shall be erected, added or placed on any lot nearer to any front lot line than the nearest front corner of the residential dwelling, unless approved by the Committee. All fences, walls and mailboxes shall be of a nature and quality so as to be harmonious with, and enhance, and not detract from the general appearance of the Subdivision and must be approved in writing by the Committee prior to construction. Each individual lot owner is responsible for keeping, repairing, replacing and maintaining any existing fence or wall that is on the owner's lot or adjacent right-of-way. All fences will be made of cedar, spruce, fir, pine, redwood or ornamental metal unless otherwise approved by the Committee. Cyclone fences are allowed only if fully screened from public view (ie. "dog runs"); however, any and all such cyclone fences and the use thereof must first be approved in writing by the Committee. Fences may be reasonably stained to enhance natural appearance but are not to be painted unless approved by the Committee. The "good side" of the fence (that is, the side that shows fence slats or pickets only) shall always face the public street closest to such fence or common area, as appropriate. Final approval of fencing and its facing shall be at full discretion of the Committee.

20.

CONSTRUCTION STANDARDS

All construction must meet the requirement and specifications set forth by the City's building codes and ordinances. Where not otherwise specified by such codes and ordinances, the requirements set forth by these Restrictions shall prevail. No manufactured, modular or mobile home shall be permitted in the Subdivision. All houses are to be built on complete concrete slabs that comply with the local building code.

21.

FIREARMS

The use or discharge of pistols, rifles, shot guns, or other firearms or firecrackers/fireworks is expressly prohibited in or on any part of the Subdivision. No hunting or trapping of any kind is allowed in the Subdivision.

22.

ANTENNAE

No external antennas of any kind shall be permitted on any lot within the Subdivision without prior written approval of the Committee as to antenna size, height, placement and visibility. No satellite antenna nor any antenna dish may be parked, erected or installed either permanently or temporarily, on any lot, except in backyard areas where it is substantially concealed from public view.

23.

OBLIGATION OF LOT OWNERS

It is the obligation of each individual lot owner to familiarize himself or herself with these restrictions and to comply with them. The Committee, the Association or any lot owner in the Subdivision is authorized to initiate any legal action necessary to enforce these restrictions.

24.

FALCON POINTE OWNERS ASSOCIATION

Stylecraft Builders Falcon Pointe, LP, created the Falcon Pointe -- Waco Homeowners Association on June 11, 2009, in which the owner of each lot in Falcon Pointe Subdivision Phase 1 and 2 and all subsequent phases agrees to become, and shall be, a member. Membership shall be limited to the purchasers and owners of lots in the Subdivision. The Certificate of Formation of said corporation shall specify, and the Board of Directors of the Association is hereby given the authority to carry out and enforce the purposes and duties of said corporation, including but not limited to the enforcement of all said restrictions, covenants and conditions and payment of any and all legal and other expenses in connection therewith; the maintenance, preservation and improvement of property in the Subdivision; the keeping and maintaining said property, and every lot therein, in a clean and sanitary condition, including the removal of weeds and rubbish from vacant property and streets; providing for security guards and/or security aids; appointing members to the Committee and keeping it accountable to members, so far as it may lawfully act; maintaining communication among neighbors; engaging in common interest issues; and transacting other business as may be permitted by law. Each member of said Association agrees to pay to said corporation, when formed, dues or assessments for such purposes which may be fixed by law or by lawful acts of the Association's Board of Directors. The initial dues payable to the Association shall be \$150.00 per year. Such sum shall be payable annually. In any calendar year dues and assessments shall never increase by more than ten percent (10%) of the amount payable in the prior year except upon

written approval to the contrary of owners of not less than ninety percent (90%) of the lots in the Subdivision. The Association may contract with any third party, for the collection of its dues. By contractual agreement herein stated, the Association has an automatic right to post a lien on any property on which the assessments are in arrears. Such lien shall in all respects be subordinate and inferior to third party purchase money liens created in connection with acquisition of property and improvements in the Subdivision.

It is understood and agreed that the Certificate of Formation and by-laws of said corporation shall provide for substantially the following definitions:

Membership: Every person or entity who is a record owner of any lot in Falcon Pointe Subdivision (which by covenants of record is subject to assessment by the Association) shall be a member of the Association, provided that any such person or entity does not hold such interest merely as a security for the performance of an obligation.

Voting Rights: The Association shall have two classes of voting memberships:

Class A: Class A members shall be all those owners other than the Developer or a contracted or speculative Builder as defined by the Developer. Class A members shall be entitled to one vote for each lot in which they hold the interests required for membership. When more than one person holds such interests or interests in any lot, all such persons shall be members, and the vote for such lot shall be exercised as they among themselves determine, but in no event shall more than one vote be cast with respect to any such lot.

Class B: Class B members shall be the Developer and Builder. The Class B member shall be entitled to four votes for each lot in which it holds the interest required for membership, provided that the Class B membership shall cease and become converted to Class A membership on the occurrence of any of the following events, whichever is first:

- (a) When the lot is sold to a third person other than a Developer or Builder.
- (b) When the total votes outstanding in the Class A membership equal the total votes outstanding in the Class B membership.

From and after the happening of these events, whichever occurs earlier, the Class B member shall be deemed to be a Class A member and entitled to one vote for each lot in which it holds the interests required for membership.

It is further understood and agreed that the Certificate of Formation shall provide that the corporation's existence shall be perpetual and that Stylecraft Builders Falcon Pointe, LP, as incorporator, shall have the right and duty to appoint the initial Board of Directors of the Association and take all other steps necessary to assure the creation, existence and organization of the corporation.

25.

PERIOD OF RESTRICTIONS

These reservations, restrictions, covenants and easements are to run with the land and shall be binding on all parties and all persons for a period of twenty (20) years from the date this instrument is first recorded. Thereafter, said reservations, restrictions, covenants, and easements shall be automatically extended for successive periods of ten (10) years each, unless an instrument, signed by the majority of the owners of the lots within the Subdivision, has been recorded agreeing to change, amend or cancel said reservations, restrictions, covenants and easements in whole or in part.

26.

ENFORCEABILITY

The covenants, reservations, easements and restrictions set out herein are for the benefit of any owner of a lot or lots in the Subdivision, said owner's heirs, executors, administrators or assigns, and the Association. Accordingly, all of the covenants, reservations, easements, and restrictions contained herein shall be construed to be covenants running with the land, enforceable at law or in equity, by any one or more of said parties.

27.

SEVERABILITY

Invalidation of any one or more of these reservations, restrictions, covenants and easements by judgment or court order shall in no way affect any of the other provisions, which shall remain in full force and effect.

28.

RIGHTS OF MORTGAGES

Any violation of any of the easements, restrictions, reservations or covenants contained herein shall not have the effect of impairing or affecting the rights of any mortgagee or trustee under any mortgage or deed of trust outstanding against any lot at the time the easement, restrictions, reservations or covenant may be violated.

29.

AMENDMENT

The restrictions, reservations and covenants may be amended in whole or in part by the Developer at any time prior to sale of any lot hereinabove contained to a third party exclusive of home builders. Thereafter, these restrictions, reservations and covenants may be amended by a vote of not less than a majority in interest of all lot owners in the Subdivision.

30.

ADDITIONAL PHASES

Developer reserves the right to incorporate additional property or phases within this Declaration by supplemental declarations hereafter, provided that the property so included shall be thereafter charged with all obligations, responsibilities, dues, assessments, charges and homeowner association membership applicable to other lots in the Subdivision from the effective date of each such supplemental declaration.

Witness my hand this 7 day of August, 2009.

STYLECRAFT BUILDERS FALCON POINTE,
LP, a Texas limited partnership


By: New City Development, L.L.C., a Texas
limited liability company, its General Partner

By: 
Randy French, President

STATE OF TEXAS §
 §
COUNTY OF BRAZOS §

This instrument was acknowledged before me this 7 day of August, 2009,
by Randy French, President of New City Development, L.L.C., a Texas limited liability company, on behalf
of said company, as General Partner of Stylecraft Falcon Pointe, LP, a Texas limited partnership, on behalf of
said partnership.




Notary Public, State of Texas


PREPARED IN THE LAW OFFICE OF AND AFTER RECORDING RETURN TO:
BRUCHEZ, GOSS, THORNTON, MERONOFF & HAWTHORNE, P.C.
4343 Carter Creek Parkway, Suite 100
Bryan, Texas 77802 File Number: 08-1069:PEM/ldv 

EXHIBIT "A"

FIELD NOTES DESCRIBING 11.01 ACRES OF LAND IN THE JAMES LANE SURVEY, ABSTRACT NO. 531 IN MCLENNAN COUNTY, TEXAS, BEING PART OF THAT CALLED 31.0 ACRE TRACT OF LAND CONVEYED TRACT 2 TO STYLECRAFT FALCON POINTE, LP, BY DEED OF RECORD IN COUNTY CLERKS FILE NUMBER 2005029615 OF THE OFFICIAL PUBLIC RECORDS OF MCLENNAN COUNTY, TEXAS. SAID 11.01 ACRE TRACT BEING SHOWN HEREON AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING AT A ½" IRON ROD FOUND IN THE EAST RIGHT OF WAY LINE OF WORTHAM BEND ROAD (FM HWY. 2490), AT THE SOUTHWEST CORNER OF FALCON POINTE ADDITION, PHASE ONE, PLAT OF RECORD IN COUNTY CLERK'S FILE NUMBER 2005023801 OF THE OFFICIAL PUBLIC RECORDS OF MCLENNAN COUNTY, TEXAS, BEING THE SOUTHWEST CORNER OF SAID OF THAT CALLED TRACT ONE IN DESCRIBED IN SAID DEED TO STYLECRAFT FALCON POINTE, LP, OF RECORD IN COUNTY CLERK'S FILE NUMBER 2005029615 OF THE OFFICIAL PUBLIC RECORDS OF MCLENNAN COUNTY, TEXAS;

THENCE N 59 DEG. 40 MIN. 03 SEC. E 1422.20 FT. TO THE POINT OF BEGINNING AT THE SOUTHEAST CORNER OF LOT 23 OF SAID FALCON POINTE ADDITION, FOR THE SOUTHWEST CORNER OF THE HEREIN DESCRIBED TRACT OF LAND;

THENCE ALONG THE EAST LINE OF SAID FALCON POINTE ADDITION, PHASE ONE, THE FOLLOWING TEN COURSES AND DISTANCES:

1. N 30 DEG. 23 MIN. 27 SEC. W 164.55 FT. TO A ½" IRON ROD FOUND,
2. N 59 DEG. 44 MIN. 33 SEC. E 13.30 FT. TO A ½" IRON ROD FOUND,
3. N 30 DEG. 23 MIN. 27 SEC. W 151.08 FT. TO A ½" IRON ROD FOUND,
4. S 59 DEG. 36 MIN. 33 SEC. W 258.72 FT. TO A ½" IRON ROD FOUND,
5. S 12 DEG. 37 MIN. 34 SEC. W 174.75 FT. TO A ½" IRON ROD FOUND,
6. N 77 DEG. 22 MIN. 26 SEC. W 120.00 FT. TO A ½" IRON ROD FOUND,
7. S 12 DEG. 37 MIN. 34 SEC. W 11.48 FT. TO A ½" IRON ROD FOUND,
8. 14.32 FEET ALONG A CURVE TO THE LEFT, HAVING A RADIUS OF 171.13 FEET, AND A LONG CHORD BEARING S 10 DEG. 13 MIN. 42 SEC. W 14.32 FT. TO A ½" IRON ROD FOUND,
9. N 77 DEG. 22 MIN. 26 SEC. W 170.60 FT. TO A ½" IRON ROD FOUND,
10. N 12 DEG. 37 MIN. 34 SEC. E 362.21 FT. TO A ½" IRON ROD FOUND IN THE NORTH LINE OF SAID 31.0 ACRE TRACT, BEING IN THE SOUTH LINE OF THAT TRACT OF LAND CONVEYED TO NATHAN BRICKMAN, TRUSTEE, DEED OF RECORD IN VOLUME 981, PAGE 249 OF THE DEED RECORDS OF MCLENNAN COUNTY, FOR THE

NORTHWEST CORNER OF THE HEREIN DESCRIBED TRACT OF LAND;

THENCE N 59 DEG. 36 MIN. 33 SEC. E 836.55 FT. ALONG THE NORTH LINE OF SAID 31.0 ACRE TRACT TO A ½" IRON ROD PLACED IN THE NORTH LINE OF SAID 31.0 ACRE TRACT, THE SOUTH LINE OF SAID BRICKMAN TRACT, FOR THE NORTHEAST CORNER OF THE HEREIN DESCRIBED TRACT OF LAND;

THENCE S 30 DEG. 23 MIN. 27 SEC. E 632.15 FT. CROSSING SAID 31.0 ACRE TRACT TO A ½" IRON ROD PLACED IN THE SOUTH LINE OF SAID 31.0 ACRE TRACT, THE NORTH LINE OF THAT CALLED 50.05 ACRE TRACT CONVEYED TO STAN SHARPE, BY DEED OF RECORD IN VOLUME 354, PAGE 484 TO THE OFFICIAL PUBLIC RECORDS OF MCLENNAN COUNTY, TEXAS, FOR THE SOUTHEAST CORNER OF THE HEREIN DESCRIBED TRACT OF LAND;

THENCE S 59 DEG. 40 MIN. 03 SEC. W 489.40 FT. ALONG THE SOUTH LINE OF SAID 31.0 ACRE AND ALONG THE NORTH LINE OF SAID 50.05 ACRE TRACT TO THE POINT OF BEGINNING.

FILED AND RECORDED

OFFICIAL PUBLIC RECORDS

J.A. Andy Harwell

August 10, 2009 03:28:32 PM

2009024208

FEE: \$55.00

J.A. "Andy" Harwell County Clerk

McLennan County TEXAS

**BYLAWS OF
FALCON POINTE – WACO HOMEOWNERS ASSOCIATION, INC.**

**ARTICLE 1
DEFINITIONS**

Falcon Pointe Defined

1.01 Falcon Pointe shall mean all of the real property located in McLennan County, Texas, including the land, all improvements and structures on the land, and all easements, rights and appurtenances to the land, more particularly described and depicted on the plats of said land recorded in document Numbers 2005023801, 2009005260 and 2011012903 Official Public Records of McLennan County, Texas for phases 1, 2 and 3 respectively.

Declaration Defined

1.02 "DECLARATIONS" shall mean all of the Deed Restrictions recorded in document Numbers 2005028935, 2009024208 and 2012018876, all of the Official Records of McLennan County, Texas, and affecting Falcon Pointe Subdivision Phase 1, 2, and 3, respectively, or any portions thereof respectfully, including any amendments to the Declarations as may be made from time to time in accordance with the terms of the Declarations.

Other Terms Defined

1.03 Other terms used in these Bylaws shall have the meaning given them in the Declarations, incorporated by reference and made a part of these Bylaws.

**ARTICLE 2
APPLICABILITY OF BYLAWS**

Corporation

2.01 The provisions of these Bylaws constitute the Bylaws of the nonprofit corporation known as Falcon Pointe – Waco Homeowners Association, Inc., referred to herein as the "Association."

Applicability

2.02 The provisions of these Bylaws are applicable to Falcon Pointe as defined in Paragraph 1.01 of these Bylaws and additional phases of Falcon Pointe that may be included within the terms and conditions of the Declarations as such phases are developed

Personal Application

2.03 All present or future Owners, their employees, guests, or other persons that use the facilities of Falcon Pointe or its Common Areas, in any manner are subject to the regulations set forth in these Bylaws. The mere acquisition of any of the Lots of Falcon Pointe or the mere act of occupancy of any of the Lots or Common Areas will signify that these Bylaws are accepted and ratified and will be complied with by the purchaser or occupant.

ARTICLE 3 OFFICES

Principal Office

3.01 The principal office of the Association shall be located in Waco, McLennan County, Texas.

219 South Fourth Street
Waco, Texas 76701

3.02 The Association shall have and shall continuously maintain in Texas a registered office and a registered agent, whose office is identical with the registered office, as required by the Texas Non-Profit Corporation Act. The registered office may be, but need not be, identical with the principal office of the corporation, and the address of the registered office may be changed from time to time by the Board of Directors.

ARTICLE 4 QUALIFICATIONS FOR MEMBERSHIP

Membership

4.01 The membership of the Association shall consist of all of the Owners of the Lots within Falcon Pointe. There shall be one class of membership.

Proof of Membership

4.02 The rights of membership shall not be exercised by any person until satisfactory proof has been furnished to the Secretary of the Association that the person is qualified as a Member. Such proof may consist of a copy of a duly executed and acknowledged deed or title insurance policy evidencing ownership of a Lot in Falcon Pointe. Such deed or policy shall be deemed conclusive in the absence of a conflicting claim based on a later deed or policy.

No Additional Qualifications

4.03 The sole qualification for membership shall be ownership of a Lot in Falcon Pointe. No initiation fees, costs, or dues shall be assessed against any person as a condition of membership except such assessments, levies, and charges as are authorized or permitted under the Declarations.

Certificates of Membership

4.04 The Board of Directors may provide for the issuance of certificates evidencing membership in the Association that shall be in such form as may be determined by the Board. All certificates evidencing membership, if issued by the Board of Directors, shall be consecutively numbered. The name and address of each Member and the date of issuance of the certificate shall be entered on the records of the Association and maintained by the Secretary at the registered office of the Association.

ARTICLE 5 VOTING RIGHTS

Voting

5.01 Voting shall be on a Lot basis. The Owner of each Lot is entitled to one vote. If a Lot has more than one Owner, the aggregate vote of the Owners of the Lot may not exceed the one vote assigned to the Lot.

Voting Methods

5.02 The voting rights of an Owner may be cast or given:

- (1) in person or by proxy at a meeting of the members;
- (2) by absentee ballot as described below;
- (3) by electronic ballot as described below.

Electronic Ballot

5.03 An "electronic ballot" means a ballot:

- (1) given by e-mail, facsimile, or posting on an Internet website;
- (2) for which the identity of the Owner submitting the ballot can be confirmed; and
- (3) for which the Owner may receive a receipt of the electronic transmission and receipt of the Owner's ballot.

If an electronic ballot is posted on an Internet website by the Association, a notice of the posting shall be sent to each Owner that contains instructions on obtaining access to the posting on the website.

Rules Relative to Absentee and Electronic Ballots

5.04 An absentee or electronic ballot:

- (1) may not be counted, even if properly delivered, if the Owner attends any meeting to vote in person, so that any vote cast at a meeting by an Owner supersedes any vote submitted by absentee or electronic ballot previously submitted for that proposal; and
- (2) may not be counted on the final vote of a proposal if the motion was amended at the meeting to be different from the exact language on the absentee or electronic ballot.

A solicitation for votes by absentee ballot must include:

- (1) an absentee ballot that contains each proposed action and provides an opportunity to vote for or against each proposed action;
- (2) instructions for delivery of the completed absentee ballot, including the delivery location; and
- (3) the following language: "By casting your vote via absentee ballot you will forgo the opportunity to consider and vote on any action from the floor on these proposals. If a

meeting is held. This means that if there are amendments to these proposals your votes will not be counted on the final vote on these measures. If you desire to retain this ability please attend any meeting in person. You may submit an absentee ballot and later choose to attend any meeting in person, in which case any in-person vote will prevail.

Proxies

5.05 At all meeting of Members, each Member may vote in person or by proxy. All proxies shall be in writing and filed with the Secretary of the Association. Every proxy shall be revocable and shall automatically cease on (i) conveyance by the Member of the Member's Lot, (ii) receipt of notice by the Secretary of the death or judicially declared incompetence of such Member, or (iii) terms and conditions specifically set forth in such proxy. No proxy shall be valid after eleven (11) months from the date of its execution.

Quorum

5.06 The presence, either in person, by proxy, by absentee or electronic ballot at any meeting of Members entitled to cast at least 10% of the total voting power of the Association shall constitute a quorum for any action. In the absence of a quorum at a meeting of Members, a majority of those Members present in person or by proxy may adjourn the meeting to a time not less than five (5) days nor more than thirty (30) days from the meeting date.

Required Vote

5.07 The vote of the majority of the votes entitled to be cast by the Members present, represented by proxy or voting by absentee or electronic ballots at a meeting at which quorum is present shall be the act of the meeting of members, unless the vote of the greater number is required by statute.

ARTICLE 6 MEETING OF MEMBERS

Annual Meeting

6.01 The first meeting of the Association shall be the meeting at which the Bylaws are adopted by the Board of Directors. After the first meeting, the annual meeting of the Members of the Association shall be held on the second Monday of January of each succeeding calendar year at the hour of 6:00 P.M. If the day for the annual meeting of the Members is a legal holiday, the meeting shall be held at the same hour on the first day following that is not a legal holiday (excluding Saturdays and Sundays).

Failure to Call Annual Meeting

6.02 Should the Board of the Association fail to call an Annual Meeting, Association members may demand such a meeting be held not later than thirty (30) days after the Member's demand for such meeting by following the procedures set forth in Texas Property Code Section 209.014.

Special Meetings

6.03 Special meetings of the Members may be called by the President, the Board of Directors, or by Members representing at least 25% of the total voting power of the Association.

Place

6.04 Meetings of the Members shall be held within Falcon Pointe or at a convenient meeting place as close to Falcon Pointe as possible, as the Board may specify in writing in its sole discretion.

Notice of Meetings

6.05 Written notice of all Members' meetings shall be given by or at the direction of the Secretary of the Association (or other persons authorized to call the meeting) by mailing or personally delivering a copy of such notice at least 10 but not more than 60 days before the meeting to each Member entitled to vote at the meeting. The notice must be addressed to the Member's address last appearing on the books of the Association or supplied by such Member to the Association for the purpose of notice. The notice shall specify the place, day, and hour of the meeting and, in the case of a special meeting, the nature of the business to be undertaken.

Order of Business

6.06 The order of business at all meetings of the Members shall be as follows:

- (a) Roll call.
- (b) Proof of notice of meetings or waiver of notice.
- (c) Reading of Minutes of preceding meeting.
- (d) Reports of officers.
- (e) Reports of committees.
- (f) Election of directors.
- (g) Unfinished business.
- (h) New business.

Action Without Meeting

6.07 Any action required by law to be taken at a meeting of the Members or any action that may be taken at a meeting of the Members may be taken without a meeting if a consent in writing, setting forth the action so taken, shall be signed by all of the Members and filed with the Secretary of the Association.

ARTICLE 7 BOARD OF DIRECTORS

Number

7.01 The affairs of this Association shall be managed by a Board of Directors consisting of not less than three nor more than seven persons, all of whom may be, but need not be, members of the Association.

Term

7.02 At the first meeting of the Association, the Members shall elect Directors who shall hold office until the second meeting, which shall include the election of Directors by the Members. After the second meeting of the Association, Directors shall be elected at the annual meeting of the Members and shall hold office for a term of one (1) year and until their successors are elected and qualified.

Removal

7.03 Directors may be removed from office without cause by a two-thirds majority vote of the Members of the Association. If the Board is presented with written, documented evidence from a database or other record maintained by a governmental law enforcement authority that a Board member has been convicted of a felony or crime involving moral turpitude, the Board member is considered automatically removed and ineligible for future service.

Vacancies

7.04 In the event of a vacancy on the Board caused by the death, disability, resignation, or removal of a Director, the remaining Directors shall, by majority vote, elect a successor who shall serve for the unexpired term of the predecessor.

Any directorship to be filled by reason of (i) inability to elect a successor Director hereunder, or (ii) an increase in the number of directors, shall be filled by election at an annual meeting of Members or at a special meeting of Members called for that purpose.

Compensation

7.05 With the prior approval of a majority of the Members of the Association, a Director may receive compensation in a reasonable amount for services rendered to the Association. A Director may be reimbursed by the Board for actual expenses incurred by the Director in the performance of the Director's duties.

Powers and Duties

7.06 The Board shall have the powers and duties, and shall be subject to limitations on such powers and duties, as enumerated in the Declarations of Falcon Pointe and these Bylaws.

ARTICLE 8 NOMINATION AND ELECTION OF DIRECTORS

Nomination

8.01 Nomination for election to the Board of Directors shall be made from the floor at the annual meeting of the Members.

Election

8.02 Directors are elected at the annual meeting of Members of the Association. Members, in person or by absentee or electronic ballots, or by proxies, may cast, in respect to

each vacant directorship, as many votes as they are entitled to exercise under the provisions of the Declarations. The nominees receiving the highest number of votes shall be elected. Except in the case of an uncontested race, all votes cast must be in writing and signed by the Owner casting such vote. Electronic votes cast as set forth herein shall constitute written and signed ballots.

Tabulation of and Access to Ballots

8.03 A person who is a candidate in an Association election or who is otherwise the subject of an Association vote, or a person related to that person within the third degree by consanguinity or affinity, as determined under Chapter 573, Government Code, may not tabulate or otherwise be given access to the ballots cast in that election or vote except as provided by this section.

A person, other than a person described above, may tabulate votes in an Association election or vote but may not disclose to any other person how an individual voted.

A person, other than a person who tabulates votes, may be given access to the ballots cast in the election or vote only as part of a recount process authorized by law.

Recount of Votes

8.04 Any owner may, not later than the 15th day after the date of the meeting at which the election was held, require a recount of the votes. A demand for a recount must be submitted in writing either:

- (1) by certified mail, return receipt requested, or by delivery by the United States Postal Service with signature confirmation service to the Association's mailing address as reflected on the last management certificate filed of record; or
- (2) in person to the Association's managing agent as reflected on the latest management certificate filed of record or to the address to which absentee and proxy ballots are mailed.

The Association shall, at the expense of the Owner requesting the recount, retain for the purpose of performing the recount, a person who:

- (1) is not a member of the Association or related to a member of the Association board within the third degree by consanguinity or affinity, as determined under Chapter 573, Government Code; and
- (2) is:
 - (A) a current or former:
 - (i) county judge;
 - (ii) county elections administrator;
 - (iii) justice of the peace; or
 - (iv) county voter registrar; or
 - (B) a person agreed on by the Association and the persons requesting the recount.

Any recount must be performed on or before the 30th day after the date of receipt of a request and payment for a recount as described above. If the recount changes the results of the election, the Association shall reimburse the requesting Owner for the cost of the recount. The Association shall provide the results of the recount to each Owner who requested the recount. Any action taken by the board in the period between the initial election vote tally and the completion of the recount is not affected by any recount.

ARTICLE 9 MEETINGS OF DIRECTORS

Regular Meetings

9.01 Regular meetings of the Board of Directors shall be held semi-annually at a place within Falcon Pointe and at a time as may be fixed from time to time by resolution of the Board. Notice of the time and place of regular meetings shall be by mail, email, a facsimile transmission, or personally to each Director at the Director's addresses and numbers on the records of the Association.

Special Meetings

9.02 Special meetings of the Board of Directors shall be held when called by written notice signed by the President of the Association or by any two Directors other than the President. The notice shall specify the time and place of the meeting and the nature of any special business to be considered. Notice of a special meeting must be given to each Director not less than two (2) days or more than ten (10) days prior to the date fixed for such meeting by written notice either delivered personally, sent by mail, facsimile transmission, or email to each Director at the Director's address and numbers as shown in the records of the Association.

Quorum

9.03 A quorum for the transaction of business by the Board of Directors shall be a majority of the number of Directors constituting the Board of Directors.

Voting Requirements

9.04 The act of the majority of Directors present at a meeting at which a quorum is present shall be the act of the Board of Directors.

Open Meetings

9.05 Regular and special meetings of the Board shall be open to all Members of the Association, provided, however, that Association Members who are not on the Board may not participate in any deliberation or discussion unless expressly authorized to do so by the vote of a majority of a quorum of the Board.

Notice to Members of Meeting

9.06 Members shall be given notice of the date, hour, place, and general subject of a regular or special board meeting, including a general description of any matter to be brought up for deliberation in executive session. The notice shall be:

(1) mailed to each Owner not later than the 10th day or earlier than the 60th day before the date of the meeting; or

(2) provided at least 72 hours before the start of the meeting by:

(A) posting the notice in a conspicuous manner reasonably designed to provide notice to Association Members:

(i) in a place located on the Association's common property or, with the property owner's consent, on other conspicuously located privately owned property within the Subdivision; or

(ii) on any Internet website maintained by the Association or other Internet media; and

(B) sending the notice by e-mail to each Owner who has registered an e-mail address with the Association.

It is an Owner's duty to keep an updated e-mail address registered with the Association.

Executive Session

9.07 The Board may, with the approval of a majority of a quorum, adjourn a meeting and reconvene in executive session to discuss and vote on pending or threatened litigation, personnel matters, contract negotiations, enforcement actions, confidential communications with the Association's lawyer, matters involving the invasion of privacy of an Owner or matters that are to remain confidential by request of the affected party and agreement of the Board. The nature of any and all business to be considered in executive session shall first be announced in open session. Any decision made in executive session shall be summarized orally and placed in the minutes, in a manner as not to disclose any private, confidential or privileged information.

Board Recess

9.08 If the Board recesses a regular or special Board meeting to continue the following regular business day, the Board need not post notice of the continued meeting if the recess is taken in good faith and not to circumvent this Article. If a regular or special Board meeting is continued to the following regular business day, and on that following day the Board continues the meeting to another day, the Board shall give notice of the continuation in the same manner as provided in Section 9.06 above within two hours after adjourning the meeting being continued.

Director's Meetings Without Notice to Owners

9.09 A Board may meet by any method of communication, including electronic and telephonic, without prior notice to Owners as required above, if each director may hear and be heard by every other director, or the Board may take action by unanimous written consent to consider routine and administrative matters or a reasonably unforeseen emergency or urgent necessity that requires immediate Board action. Any action taken without notice to Owners must be summarized orally, including an explanation of any known actual or estimated expenditures approved at the meeting, and documented in the minutes of the next regular or special board meeting. The Board may not, however, without prior notice to Owners, consider or vote on

- (1) Fines;
- (2) Damage assessments;
- (3) Initiation of foreclosure actions;
- (4) Initiation of enforcement actions, excluding temporary restraining orders or violations involving a threat to health or safety;
- (5) Increases in assessments;
- (6) Levying of special assessments;
- (7) Appeals from a denial of architectural control approval; or
- (8) A suspension of a right of a particular Owner before the owner has an opportunity to attend a board meeting to present the Owner's position, including any defense, on the issue.

ARTICLE 10 OFFICERS

Enumeration of Officers

10.01 The Officers of this Association shall be a President and Vice-President and a Secretary and Treasurer. The Board of Directors may, by resolution, create such other offices as it deems necessary or desirable.

Term

10.02 The Officers of this Association shall be elected annually by the Board of Directors and each shall hold office for one (1) year unless the Officer shall sooner resign, be removed, or be otherwise disqualified to serve.

Resignation and Removal

10.03 Any Officer may resign at any time by giving written notice to the Board, the President, or the Secretary. Such resignation shall take effect on the date of receipt of the notice or at any later time specified in the notice. Any Officer may be removed from office by the Board whenever, in the Board's judgment, the best interest of the Association would be served by such removal.

Multiple Offices

10.04 Any two or more offices may be held by the same person, except the offices of President and Secretary.

Compensation

10.05 Officers shall receive such compensation for services rendered to the Association, if any, as determined by the Board of Directors and approved by a majority of the Members of the Association.

ARTICLE 11 PRESIDENT

Election

11.01 At the first meeting of the Board immediately following the annual meeting of the Members, the Board shall elect one of their number to act as President.

Duties

11.02 The President shall:

- (a) Preside over all meetings of the Members and of the Board.
- (b) Sign as President all deeds, contracts, and other instruments in writing that have been first approved by the Board, unless the Board, by duly adopted resolution, has authorized the signature of a lesser Officer.
- (c) Call meetings of the Board whenever he or she deems it necessary in accordance with rules and on notice agreed to by the Board. The notice period shall, with the exception of emergencies, in no event be less than two (2) days.
- (d) Have, subject to the advice of the Board, general supervision, direction, and control of the affairs of the Association and discharge such other duties as may be required of him or her by the Board.

ARTICLE 12 VICE PRESIDENT

Election

12.01 At the first meeting of the Board immediately following the annual meeting of the Members, the Board shall elect one of its Members to act as Vice President.

Duties

12.02 The Vice President shall:

- (a) Act in the place and in the stead of the President in the event of the President's absence, inability, or refusal to act.
- (b) Exercise and discharge such other duties as may be required of the Vice President by the Board. In connection with any such additional duties, the Vice President shall be responsible to the President.

ARTICLE 13 SECRETARY

Election

13.01 At the first meeting of the Board immediately following the annual meeting of the Members, the Board shall elect a Secretary.

Duties

13.02 The Secretary shall:

- (a) Keep a record of all meetings and proceedings of the Board and of the Members.
- (b) Keep the seal of the Association, if any, and affix it on all papers requiring the seal.
- (c) Serve notices of meetings of the Board and the Members required either by law or by these Bylaws.
- (d) Keep appropriate current records showing the Members of the Association together with their addresses.
- (e) Sign as Secretary all deeds, contracts, and other instruments in writing that have been first approved by the Board if the instruments require a second Association signature, unless the Board has authorized another Officer to sign in the place and stead of the Secretary by duly adopted resolution.

ARTICLE 14 TREASURER

Election

14.01 At the first meeting of the Board immediately following the annual meeting of the Members, the Board shall elect a Treasurer.

Duties

14.02 The Treasurer shall:

- (a) Receive and deposit in a bank or banks, as the Board may from time to time direct, all of the funds of the Association.
- (b) Be responsible for and supervise the maintenance of books and records to account for the Association's funds and other Association assets.
- (c) Disburse and withdraw funds as the Board may from time to time direct, in accordance with prescribed procedures.
- (d) Prepare and distribute the financial statements for the Association.

ARTICLE 15 POWERS AND RESPONSIBILITIES

General Powers and Duties

15.01 The Association shall carry out all of the responsibilities and duties, and shall possess all of the powers, set out in the Declarations and the Texas Non-Profit Corporation Law, acting by and through its Board and officers. All enforcement of restrictions, assessments,

liens, maintenance and other elements of the Declarations shall be diligently and consistently carried out by the Association.

Specific Duty, Power and Covenant

15.02 Without limiting the generality of Section 15.01, the Association, acting through its Board and officers, shall have the following powers and authorities:

- (a) Insurance. To obtain and maintain in effect policies of insurance which, in the opinion of the Board, are reasonably necessary or appropriate to carry out Association functions.
- (b) Records. To keep books and records of the Association's affairs.
- (c) Assessments. To levy Assessments as provided in Article 16 below.
- (d) Right of Entry and Enforcement. To enter at any time in an emergency, or in a non-emergency, after ten (10) days written notice, without being liable to any Owner, upon any Lot for the purpose of enforcing the Declarations, these bylaws or any rules and regulations of the Association and the expense including but not limited to attorney's fees, incurred by the Association in connection with the entry upon any Lot and the work conducted thereon (i) shall be a personal obligation of the Owner of the Lot entered upon, (ii) shall be a lien upon the Lot entered on and improvements thereon, and (iii) shall be enforced in the same manner and to the same extent as provided in Article 16 hereof for regular and special Assessments. The Association shall have the power and authority from time to time, in its own name and on its own behalf, or in the name of and on behalf of any Owner who consents thereto, to commence and maintain actions and suits to enforce, by mandatory injunction or otherwise, or to restrain and enjoin, any breach or threatened breach of the Declarations. The Association is also authorized to settle claims, enforce liens and take all such proposed suspension as it may deem necessary or expedient to enforce the Declarations.
- (e) Fines. To impose fines, which shall constitute a lien upon the property of the violating Owner, and to suspend an owner's right or any person's right to use the Common Area, if any, for violation of the Declaration, these bylaws or any rules and regulations of the Association; provided, however, the Association may not limit ingress and egress to and from a Lot. Additionally, non-essential services provided by the Association to a Lot may be suspended if a Lot Owner is more than 30 days delinquent in paying Association assessments and 10 days advance written notice of such action has been provided to the delinquent Owner.
- (f) Legal and Accounting Services. To retain and pay for legal and accounting services necessary or proper for the operation of the Association.
- (g) Delegation to Committees. To set up one or more committees as authorized by the Texas Non-Profit Corporation Law, as the same is amended from time to time.

- (h) Landscape and Maintenance. To landscape, maintain and repair easements, rights-of-way, common areas, entry ways, sidewalks, paths, trails, detention ponds, lakes, signage, and other areas of the Property, as appropriate.
- (i) Common Areas. To accept, own, operate and maintain all Common Areas, including but not limited to the lake
- (j) Conveyances. To grant and convey portions of Association property, including fee title, leasehold estates, easements, and right-of-way to any governmental entity for public utilities.
- (k) Safety. To provide for security guards and/or security aids.
- (l) Declaration. Exercise any right, duty or power set forth in the Declarations as reserved to the Association.

Indemnification

15.03 The Association shall indemnify any director, officer, or member of a committee duly appointed pursuant to the Certificate of Formation or Bylaws who was, is, or is threatened to be made a named defendant or respondent in any threatened, pending, or completed action, suit or proceeding, whether civil, criminal, administrative, arbitrative, or investigative, any appeal in such an action, suit, or proceeding, and any inquiry or investigation that could lead to such an action, suit, or proceeding (hereinafter a "Proceeding") by reason of the fact that such person is or was a director, officer or member of such a committee of the Association, against all judgments, penalties (including excise and similar taxes), fines, settlements, and reasonable expenses actually incurred by the person in connection with any such Proceeding to the fullest extent permitted by the Texas Non-Profit Corporation Law, as amended and in effect from time to time. Such authorization of indemnification shall be deemed to be mandatory and deemed to constitute authorization of indemnification and advancement of expenses to the fullest extent permitted by the Texas Non-Profit Corporation Law, as amended and in effect from time to time.

ARTICLE 16 FUNDS AND ASSESSMENTS

Assessments

16.01 The Association may from time to time levy Assessments against each Lot whether or not improved. The level of Assessments shall be equal and uniform between all Lots.

Where the obligation to pay an Assessment first arises after the commencement of the year or other period for which the Assessment was levied, the Assessment may be prorated as of the date when said obligation first arose in proportion to the amount of the Assessment year or other period remaining after said date.

Each unpaid Assessment together with such interest thereon and costs of collection thereof as hereinafter provided, shall be the personal obligation of the Owner of the Lot against which the Assessment falls due, and shall become a lien against each such Lot and all improvements thereon. The Association may enforce payment of such Assessments in accordance with the provisions of this Article.

Maintenance Funds

16.02 The Board shall establish a maintenance fund into which shall be deposited all monies paid to the Association and from which disbursements shall be made in performing the functions of the Association under these Bylaws. The funds of the Association must be used solely for purposes authorized by these Bylaws, as it may from time to time be amended.

Regular Annual Assessments

16.03 The initial annual Assessment shall be One Hundred Fifty and No/100 Dollars (\$150.00) per year, payable annually. Thereafter, prior to the beginning of each fiscal year, the Board shall estimate the expenses to be incurred by the Association during such year in performing its functions under the Declarations and these Bylaws; including but not limited to, the cost of all entry ways, landscaping, greenbelts, common areas, median strip, and right-of-way maintenance, the cost of enforcing the Declarations, and a reasonable provision for contingencies and appropriate replacement reserves, less any expected income and any surplus from the prior year's funds. Assessments sufficient to pay such estimated expenses shall then be levied as herein provided; provided however, assessments may not be increased annually by more than ten percent (10%) of the prior year's assessment amount, and that level of Assessments set by the Board shall be final and binding so long as it is made in good faith. If the sums collected prove inadequate for any reason, including non-payment of any individual Assessment, the Association may at any time, and from time to time levy further Assessments in the same manner as aforesaid. All such regular Assessments shall be due and payable to the Association at the beginning of the fiscal year or during the fiscal year in equal monthly installments on or before the first day of each month, or in such other manner as the Board may designate in its sole and absolute discretion.

Special Assessments

16.04 In addition to the regular annual Assessments provided for above, the Board may levy special Assessments whenever in the Board's opinion such special Assessments are necessary to enable the Board to carry out the mandatory functions of the Association under the Declarations. The amount and due date of any special Assessments shall be at the reasonable discretion of the Board.

Owner's Personal Obligation for Payment of Assessments

16.05 The regular and special Assessments provided for herein shall be the personal and individual debt of the Owner of the Lot covered by such assessments. No Owner may exempt himself for liability for such Assessments. In the event of default in the payment of any such Assessments, the owner of the Lot shall be obligated to pay interest at the highest rate allowed by applicable usury laws then in effect on the amount of the Assessment from due date thereof (or if there is no such highest rate, then at the rate of 1.25% per month), together with all costs and expense of collection, including reasonable attorney's fees.

Assessment Lien and Foreclosure

16.06 All sums assessed in the manner provided in this Article but unpaid, shall, together with interest as provided in 16.05 hereof and the cost of collection, including attorney's fees as herein provided, thereupon become a continuing lien and charge on the Lot covered by such Assessment, which shall bind such lot in the hands of the Owner, and such Owner's heirs,

devisees, personal representatives, successors or assigns. The aforesaid lien shall be superior to all other liens and charges against the said Lot, except only for tax liens and all sums unpaid on a first mortgage lien or first deed of trust filed of record, securing in either instance sums borrowed for the acquisition or improvement of the Lot in question. The Association shall have the power to subordinate the aforesaid Assessment lien to any other lien. Such power shall be entirely discretionary with the Board and such subordination shall be effectuated by an officer of the Association, duly authorized by the Board. To evidence an Assessment lien, the Association shall hire an attorney to prepare a written notice of Assessment lien setting forth the amount of the unpaid indebtedness, the name of the Owner of the Lot covered by such lien, and a description of the Lot. Such notice shall be signed by an officer of the Association, duly authorized by the Board, and shall be recorded in the office of the County Clerk of McLennan County, Texas. Such lien for payment of Assessments shall attach with the priority above set forth from the date that such payment becomes delinquent, and may be enforced, subsequent to the recording of a notice of Assessment lien as provided above, by the instituting a suit against the Owner personally obligated to pay the Assessment and/or for foreclosure of the aforesaid lien judicially. In any foreclosure proceeding, the Owner shall be required to pay the costs, expenses, and reasonable attorney's fees incurred by the Association. The Association shall have the power to bid on the property at foreclosure or other legal sale and to acquire, hold, lease, mortgage, convey or otherwise deal with the same. Upon the written request of any mortgagee, the Association shall report to said mortgagee the status of any Assessments relating to the mortgagee's mortgage and remaining unpaid for longer than thirty (30) days after due.

ARTICLE 17 BOOKS AND RECORDS

Maintenance

17.01 Complete and correct records of account and minutes of proceedings of Meetings of Members, Directors, and committees shall be kept in the possession of the officers or at the registered office of the corporation. A record containing the names and addresses of all Members entitled to vote shall be kept at the registered office or principal place of business of the Association.

Inspection

17.02 The Declarations, the membership register, the books of account, and the minutes of proceedings shall be available for inspection and copying by any Member of the Association or any Director for any proper purpose at any reasonable time during normal business hours (exclusive of weekends and holidays).

ARTICLE 18

Amendment of Bylaws

18.01 These Bylaws may be amended, altered, or repealed at a regular or special meeting of the Members of the Association by the affirmative vote in person, by absentee or electronic ballot, or by proxy of Members representing a majority of a quorum of the Association. Notwithstanding the above, the percentage of voting power necessary to amend a specific clause or provision shall not be less than the prescribed percentage of affirmative votes required for action to be taken under that clause.

18.02 Adopted by the Board of Directors on DECEMBER 3 2012.

FALCON POINTE -- WACO HOMEOWNERS
ASSOCIATION, INC., a Texas non-profit
corporation

By [Signature]
Randy French, Director

By [Signature]
Doug French, Director

By [Signature]
Michelle Marshall, Director

Certificate of Adoption of Bylaws

This is to certify:

That I am the duly elected, qualified and acting Secretary of FALCON POINTE – WACO HOMEOWNERS ASSOCIATION, INC. and that the above bylaws were duly adopted as the bylaws of said Non-Profit Corporation by the Board of Directors of said Non-Profit Corporation.

Dated: December 31st 2012

By

Michelle Marshall
Secretary

The undersigned, being all the Directors of the Corporation, hereby consent to all the foregoing this 31st day of December 2012.

Randy French
RANDY FRENCH

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RULES AND REGULATIONS

R E C I T A L S

WHEREAS Falcon Pointe Subdivision, Phase Two (hereinafter, "Falcon Pointe") is a residential community in McLennan County, Texas formed and organized under a document entitled *Declaration of Covenants and Restriction of Falcon Pointe Subdivision (Phase 2)* (hereinafter, the "Declaration") executed on August 7, 2009 and recorded in the Official Public Records of McLennan County, Texas on August 10, 2009;

WHEREAS Falcon Pointe – Waco Homeowners Association, Inc. (hereinafter, the "Association") was formed on June 11, 2009 to serve as the homeowners association for Falcon Pointe;

WHEREAS the Association's bylaw were entitled *Bylaws of Falcon Pointe – Waco Homeowners Association, Inc.* (hereinafter, the "Bylaws") and were adopted on December 3, 2012;

WHEREAS the Declaration and Bylaws called for the formation of a Board of Directors (hereinafter, the "Board") to manage the Association as set forth in those instruments;

WHEREAS the Board has continued to serve in that capacity continuously – exercising the powers and responsibilities set forth in the Declaration and Bylaws – and has ratified and adopted the prior actions of the Association and the Board;

WHEREAS Paragraph 24 of the Declaration and Articles 7 and 15 the Bylaws – among other provisions – grant authority to the Board to carry out and enforce the purposes and duties of said corporation, subject to certain enumerated limitations which are not applicable herein;

WHEREAS the Declaration and the Bylaws authorize and do not prohibit the Board from adopting rules and regulations for the governance of certain aspects of Falcon Pointe;

NOW THEREFORE be it ADOPTED by the Board, the following Rules and Regulations:

Rules and Regulations

1. *Enforcement; delegation of authority; non-waiver; calculation of time.*

- a. The Board has authority to enforce the violations described in these Rules and Regulations.
- b. The Board may delegate its authority to one or more individuals for purposes of enforcement provided such delegation of authority is in writing. All references to the Board described herein include those persons acting under the delegation of authority of the Board.

- c. The non-enforcement or delay of enforcement of a potential violation in one or more circumstances does not constitute a waiver of the Board's authority to enforce a potential violation in another circumstance. Additionally, the imposition of a fine less than the amount set forth in these Rules and Regulations does not constitute waiver of the Board's authority to impose a full fine amount in another circumstance.
 - d. Time periods are listed in terms of days which are intended to correspond with exact hours. For example, a warning to remedy a violation in three (3) days means that the violation should be remedied within seventy-two (72) hours.
2. *Overgrown lawns.* Lawns should be maintained by property owners, and an overgrown lawn which is visible from the street constitutes a violation. The Board may enforce such violations as follows:
- a. Upon a first violation, the Board will send a written warning to the property owner advising of the overgrown lawns and requesting that it be remedied within five (5) days.
 - b. If the owner fails to remedy the overgrown lawn within five (5) days, then the Board may issue a second warning to remedy the overgrown lawn within three (3) days. If the owner fails to remedy the overgrown lawn within three (3) days, then the owner will be fined up to \$50.00 by the Association. In addition, at this point the Association may mow the lawn itself and assess an additional \$50.00 charge for the cost of mowing.
 - c. The City of Waco considers 12 inches to be an overgrown lawn. However, the Board has discretion to determine what constitutes an overgrown lawn and is not limited by the policies of the City of Waco or any other municipal governing authority.
3. *Trash, clutter, or debris.* Owners should maintain their properties so as to avoid the collection of trash, clutter, or debris visible from the street. The failure to do so constitutes a violation. The Board may enforce such violations as follows:
- a. Upon a first violation, the Board will send a written warning to the property owner advising of trash, clutter, or debris and requesting that it be remedied within three (3) days.

- b. If the owner fails to remedy the trash, clutter, or debris within three (3) days, then the Board may issue a second warning to remedy the overgrown lawn within one (1) day. If the owner fails to remedy the trash, clutter, or debris within one (1) day, then the owner will be given a third warning to remedy the trash, clutter, or debris within one (1) day. If the owner fails to remedy the trash, clutter, or debris within one (1) day. If the owner fails to comply with the third warning, then the owner will be fined up to \$50.00.
 - c. The Board can assess fines up to \$250.00 within a calendar year for trash, clutter, or debris for a given property.
 - d. The Board has discretion to determine what constitutes trash, clutter, or debris.
4. *Inoperative vehicles; impermissible vehicles.* The presence of inoperative or impermissible vehicles can constitute a violation as set forth below.
- a. An “inoperative vehicle” means a vehicle or trailer, which is inoperative, wrecked, dismantled, discarded, or which does not have (i) a lawful license fixed there too, (ii) an unexpired, license plate or plates, and (iii) a valid, motor vehicle safety inspection certificate or record.
 - b. An “impermissible vehicle” means a truck or van with more than two axles, a service vehicle (including, but not limited to, those containing multiple tool boxes, ladder racks, welding equipment, construction equipment, or other similar equipment or accessories), boat, trailer, motor home, mobile home, house, trailer, or recreational vehicle.
 - c. The Board may issue a warning when an impermissible vehicle is parked on the street in front of a property for two (2) days during the work week. If the vehicle is not removed within such time period, the property owner is subject to a fine up to \$50.00.
 - d. The Board may issue a warning when an inoperative vehicle is parked anywhere on a property which is visible from the street for two (2) days during the calendar week. If the vehicle is not removed within such time period, the property owner is subject to a fine up to \$50.00.
 - e. These provisions do not limit the Board’s authority under Paragraph 16 of the Declaration to tow – at the owner’s expense – vehicles which are in violation of the

provisions described therein. Notably, an inoperative vehicle parked in view from the street may be subject to towing after three (3) days with or without a warning issued.

5. *Motorbikes, dirt-bikes, motor scooters, go-carts, golf carts, or three or four wheel "off road" vehicles.*

6. *Owners responsible.*

- a. Regardless of whether a property owner actually resides in the house which he or she owns in Falcon Pointe, it is the responsibility of property owners to ensure that their renters or guests are aware of these Rules and Regulations as well as any other restrictive covenants which may affect a renter or guest's use and enjoyment of the property.
- b. Likewise, it is no defense to the provisions of these Rules and Regulations that an owner of a property did not receive actual notice of a communication from the Board because such communication was only received by a renter or guest. It is the responsibility of owners to ensure that their renters or guests are diligent to advise them of any notices or communications from the Board relating to these Rules and Regulations.

7. *Communications with owners.* The Board may communicate warnings or notices of fines to property owners by posting notices on the front door of a house, by first class mail, or by e-mail if the e-mail address has been confirmed by the property owner as an acceptable method of communication. The Board may communicate warnings or notices of fines related to vehicles by securely affixing such notices to the vehicle.
8. *Other rules.* These Rules and Regulations do not supersede or replace the Declaration or Bylaws but are promulgated under the authority of the Declaration and Bylaws. Property owners should be aware that there are rules, requirements, restrictions, and restrictive covenants applicable to the property owners and their properties. These Rules and Regulations only address some of the matters

9. *Amendment.* These Rules and Regulations may be amended from time to time by the Board. Such amendments will be made available to the property owners by publication on the Falcon Pointe website or social media page and may be distributed to the property owners by mail or e-mail. Property owners are responsible for keeping apprised of any changes, additions, or amendments to these Rules and Regulations.

These RULES AND REGULATIONS were adopted by the Board of Directors for Falcon Pointe – Waco Homeowners Association, Inc. on the _____ day of _____, 2024.

_____, Secretary
Board of Directors of Falcon Pointe – Waco
Homeowners Association, Inc.

T = Trim
S = Siding
D = Door

Brand - Behr		Brand - PPG		Brand - Benjamin Moore		Brand - Valspar		Sherwin Williams	
Color									
Irish Cream	T	Spiced Vinegar	S, T	Chantilly Lace	T	Green Trellis	D	Natural	S
Craft Jugler	T	Bordeaux	D	Snow White	T	Du Jour	S	Iconic White	T
Ceramic Beige	T	Irresistible	S, D, T	Atrium White	T	Gravity	S	Wall Street	S, D, T
Creme De Caramel	T	Silver Dollar	S	White Dove	T	Sparkling Sage	S	Techno Gray	S
Dainty Lace	T	Delicate White	T	Cloud White	T	Baked Scone	S	Pure White	T
Studio Clay	T	Goblin	D	Super White	T	Slush	S	Rainstorm	D
Potter's Clay	T	Cool Charcoal	S	White Heron	T	Goose Feathers	S	Lakeshore	D
Pacific Bluffs	T	Rock Cliffs	S	Calm	T	Wharf Wind	S	Pearly White	T
Hayloft	T	Dark Ash	S	Swiss Coffee	T	Cookie Dough	S		
Almond Butter	T	Southern Wood	S, D, T	Acadia White	T	Matt on Monday	S, D		
Poncho	T	Down Pour	T, D	Distant Gray	T	Northern Sky Blue	S		
Raffia Ribbon	T	Cinnamon Crunch	S	White Whisp	T	Ocean Storm	S		
Golden Aura	D	Persuasion	S	Silver Satin	T	Sumptuous Sage	D		
Toasted Bagel	D	Discover	S, T	China White	T				
Baked Sienna	D	Momentum	S, T	Linen White	T				
Gilded Glamour	D	Caramelized Walnut	S, D, T	White	T				
Joshua Tree	D	Dancing Dolphin	S	Horizon	T				
Celebration	D	Down Pour	T	Balboa Mist	T				
New House White	T	Raspberry Truffle	D	Classic Gray	T				
Whisper White	T	Sailors Coat	D	November Rain	T				
Sleek White	T	Knights Armor	D	Decorator's White	T				
Simply White	T	Rough Ride	D	Gray Owl	T				
Palais White	T	Allegheny River	S	Shoreline	T				
Ultra Pure White	T	Shark	S, T	Pale Oak	T				
Cotton Sheets	T	Dust Bunny	S	Titanium	T				
Polar Bear	T	Solitary State	S	Wicham Gray	S				
Linen White	T	Hikers Paradise	S	Alaskan Husky	S				
White Veil	T	Gray Frost	S, T	Nimbus	S				
Frost	T	Whirlwind	S, T	Edgecomb Gray	S				
Bit Of Sugar	T	Half Dome	S	Manchester Tan	S				
Delicate Lace	T	Sleeper Gray	D, T	Stonington Gray	S				
Cottage White	T	Whiskers	S	Silver Lake	S				
Off White	T	Cool Concrete	S	Silver Fox	S				
Swiss Coffee	T	Storm's Coming	S	Revere Pewter	S				
Bakery Box	T	Boulder Creek	S	Shaker Beige	S				
Vibrant White	T	Rocky Road	S	Coventry Gray	S				

White Mocha T
Navajo White T
Cotton Knit T
White T
Swirling Water T
Cameo White T
Painter's White T
Antique White T
Spanish Sand T
Silver Ash T
Winds Breath T
Smoky White T
Loft Light T
Creamy Mushroom T
Plateau T
Roman Plaster T
Baja T
Dove T
Armadillo T
Wheat Bread T
Smokestack S
Casual Khaki S
Perfect Taupe S
Midtown S
Mesa Taupe S
Basswood S
Riviera Beach S
Dry Brown S
Grey Mist T
Pure Earth S
Harvest Brown S
Otertail S
Wild Truffle S
Bear Rug T
Moroccan Henna T
Havana Coffee T
Corn Stalk D
Teton Blue D
Adirondack Blue D
Very Navy D
Dove T
Park Avenue S,D
Studio Taupe T
Cardamom Spice T
Whiskey Barrel T

Moth Gray S
Sharkskin S
Discover S
Dusty Trail S
Desert Dune S
Toasted Almond T
Bone White T
Pony Tail T

Boothbay Gray S
Rockport Gray S
Pashmina S
Lenox Tan S
Sea Haze S
Whale Gray S
Cement Gray S
Ashley Gray S
Alexandria Beige S
Chelsea Gray S
Stormy Monday S
Taos Taupe S
French Press S
November Skies D
Brewster Gray D
Carolina Gull D
Crushing Green D
Van Deusen Blue D
Hale Navy D

Moose Trail	T
Chocolate Swirl	T
Rave Rasin	T
Rare Wood	T
Whitewash Oak	S
Smoky Wings	S
Great Graphite	S
Battleship Grey	S
Still Grey	S
Iron Gate	S
Downtown Gray	S
Falcon Gray	S
Barnwood Gray	S
Creek Bend	S
Kindling	T
High Speed Access	D
Sharkskin Suit	S
Sonic Silver	S
Shark Fin	S
Letter Gray	S
Shadows	D
Welded Iron	D
Le Luxe	D
Rock Crystal	T
Dark Pewter	T
Dark Storm Cloud	T
Supernova	T
Stargazer	T
Chance of Rain	T
Classy	T
Millennium Silver	T
Liquid Mercury	T
Intergalactic	T
Shutter Gray	T

