

BYLAWS
OF
BRYAN SQUARE TOWNHOMES HOMEOWNERS
ASSOCIATION, INC.

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HOMEOWNERS ASSOCIATION, INC.**

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Article I

Name, Principal Office and Definitions

Section 1.01. Name. The name of the Association shall be the Bryan Square Townhomes Homeowners Association, Inc. (hereinafter sometimes referred to as the "Association").

Section 1.02. Principal Office. The principal office of the Association in the State of Texas shall be located in Dallas County. The Association may have such other offices, either within or outside the State of Texas, as the Board of Directors may determine or as the affairs of the Association may require.

Section 1.03. Definitions. The words used in these Bylaws shall be given their normal commonly understood definitions. Capitalized terms shall have the same meaning as set forth in the Declaration of Covenants, Conditions and Restrictions for Bryan Square Townhomes , Dallas County, Texas (said Declaration, as amended, renewed or extended from time to time, is hereinafter sometimes referred to as the "Declaration"), unless the context shall otherwise require.

Article II

Association: Membership, Meetings, Quorum, Voting, Proxies

Section 2.01. Membership. Any Person, on becoming an Owner of a Lot, shall automatically become a member of the Association, as more fully set forth in the Declaration, the terms of which pertaining to membership are specifically incorporated herein by reference.

Section 2.02. Place of Meetings. Meetings of the Association shall be held at the principal office of the Association or at such other suitable place convenient to the Members as may be designated by the Board of Directors either within the Property or as convenient thereto as possible and practical.

Section 2.03. Annual Meetings. The first meeting of the Association, whether a regular or special meeting, shall be held within one (1) year from the date of incorporation of the Association. Subsequent regular annual meetings shall be set by the Board of Directors so as to occur during the month of March each year on a date and at a time set by the Board of Directors.

Section 2.04. Special Meetings. The President may call special meetings. In addition, it shall be the duty of the President to call a special meeting of the Association if so directed by resolution of a majority of a quorum of the Board of Directors or upon a petition signed by Members representing at least forty percent (40%) of all Members.

Section 2.05. Notice of Meetings. Written or printed notice stating the place, day and hour of any meeting of the Members shall be delivered, either personally or by mail, to each Member entitled to vote at such meeting not less than ten (10) nor more than sixty (60) days before the date of such meeting, by or at the direction of the President or the Secretary or the officers or persons calling the meeting.

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

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

Section 2.06. Waiver of Notice. Waiver of notice of a meeting of the Members shall be deemed the equivalent of proper notice. Any Member may, in writing, waive notice of any meeting of the Members, either before or after such meeting. Attendance at a meeting by a Member or alternate shall be deemed waiver by such Member of notice of the time, date and place thereof, unless such Member specifically objects to lack of proper notice at the time the meeting is called to order. Attendance at a special meeting also shall be deemed waiver of notice of all business transacted unless an objection on the basis of lack of proper notice is raised before the business is put to a vote.

Section 2.07. Adjournment of Meetings. If any meeting of the Association cannot be held because a quorum is not present, a majority of the Members who are present at such meeting, either in person or by alternate, may adjourn the meeting from time to time. At the reconvened meeting, the presence in person or by proxy of Members representing twenty-five percent (25%) of the Members of the Association shall constitute a quorum. If a quorum is present at the reconvened meeting, any business which might have been transacted at the meeting originally called may be transacted. If a time and place for reconvening the meeting is not fixed by those in attendance at the original meeting, or if for any reason a new date is fixed for reconvening the meeting after

adjournment, notice of the time and place for reconvening the meeting shall be given to Members in the manner prescribed for regular meetings.

The Members present at a duly called or held meeting at which a quorum is present may continue to do business until adjournment, notwithstanding the withdrawal of enough Members to leave less than a quorum, provided that Members representing at least ten percent (10%) of the Members of the Association remain in attendance and provided further that any action taken is approved by at least a majority of the votes required to constitute a quorum.

Section 2.08. Voting. The voting rights of the Members shall be as set forth herein and in the Declaration. The voting rights provisions set forth in the Declaration are specifically incorporated herein. A Member vote on any matter may be conducted by mail, by facsimile transmission, by electronic message, or by any combination of those methods.

Section 2.09. Proxies. At all meetings of Members, each Member may vote in person or by proxy. All proxies shall be in writing, dated and filed with the Secretary before the appointed time of each meeting. Every proxy shall be revocable and shall automatically cease upon conveyance by the Member of such Member's Lot, or upon receipt of notice by the Secretary of the death or judicially declared incompetence of a Member, or of written revocation, or upon the expiration of eleven (11) months from the date of the proxy unless the proxy specifies that it is to remain effective for a shorter or longer period of time. A proxy is void if it is not dated or if it purports to be revocable without notice.

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

Section 2.11. Quorum. Except as otherwise provided in these Bylaws or in the Declaration, the presence in person or by proxy of Members representing fifty-one percent (51%) of the total Members of the Association shall constitute a quorum at all meetings of the Association. Any provision in the Declaration concerning quorums is specifically incorporated herein.

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

Section 2.13. Action Without a Meeting. Any action required by law to be taken at a meeting of the Members, or any action which may be taken at a meeting of the Members, may be taken without a meeting if written consent setting forth the action so taken is signed by a sufficient number of Members as would be necessary to take that action at a meeting at which all of the Members were present and voted, and any such consent shall have the same force and effect as a

unanimous vote of the Members. Each written consent shall bear the date of the signature of each Member who signs the consent.

Article III

Board of Directors: Number, Powers, Meetings

A. **Composition and Selection.**

Section 3.01. **Governing Body; Composition.** The affairs of the Association shall be governed by a Board of Directors, each of whom shall have one vote. The directors shall be Members, or spouses or domestic partners of such Members; provided, however, no person and his or her spouse may serve on the Board of Directors at the same time unless the size of the Board of Directors is five members or greater. In the case of a Member which is not a natural person, the person designated in writing to the Secretary of the Association as the representative of such Member shall be eligible to serve as a director; provided, no Member may have more than one representative on the Board of Directors at a time.

Section 3.02. **Number of Directors.** The number of directors in the Association shall be no less than three (3) and no more than five (5). The initial Board of Directors shall consist of three (3) members.

Section 3.03. **Nomination of Directors.** Nominations for election to the Board of Directors may be made by a Nominating Committee or from the floor at the annual meeting. The Nominating Committee, if established, shall consist of a chairman, who shall be a member of the Board of Directors, and three (3) or more Members of the Association. The Nominating Committee shall make as many nominations for election to the Board of Directors as it shall in its discretion determine, but in no event less than the number of positions to be filled. All candidates shall have a reasonable opportunity to communicate their qualifications to the Members and to solicit votes.

Section 3.04. **Election and Term of Office.** At the first annual meeting of the Membership and at all annual meetings thereafter, the directors shall be elected by the Members. If the Board consists of three (3) members, two (2) directors shall be elected for a term of two (2) years and one (1) director shall be elected for a term of one (1) year. If the Board consists of five (5) directors, three (3) directors shall be elected for a term of two (2) years and two (2) directors shall be elected for a term of one (1) year. At the expiration of the initial term of office of each member of the Board of Directors and at each annual meeting thereafter, a successor shall be elected to serve for a term of two (2) years.

Section 3.05. **Voting of Members for Directors.** Except as set forth in Article III, Section 3.02 of the Declaration, each Member shall be entitled to cast one vote for each Lot owned by such

Member and each such vote shall be weighted equally. There shall be no cumulative voting. The candidate(s) receiving the most votes shall be elected. The directors elected by the Members shall hold office until their respective successors have been elected by the Association. Directors may be elected to serve any number of consecutive terms.

Section 3.06. Removal of Directors; Vacancies. Any director elected by the Members may be removed, with or without cause, by the vote of Members holding a majority of the votes entitled to be cast for the election of such director. Any director whose removal is sought shall be given notice prior to any meeting called for that purpose. Upon removal of a director, a successor shall then and there be elected by the Members entitled to elect the director so removed to fill the vacancy for the remainder of the term of such director.

Any director who has three (3) consecutive unexcused absences from Board of Directors meetings or who is delinquent in the payment of any assessment or other charge due the Association for more than thirty (30) days, may be removed by a majority of the directors present at a regular or special meeting of the Board of Directors at which a quorum is present, and a successor may be appointed by the Board of Directors to fill the vacancy for the remainder of the term. Vacancies occurring on the Board caused by any reason, excluding the removal of a director by the vote of the Members, shall be filled by a vote of the majority of the remaining directors, even though less than a quorum, at any meeting of the Board. Each person so elected shall serve the unexpired portion of the term.

B. Meetings.

Section 3.07. Organizational Meetings. The first meeting of the Board of Directors following each annual meeting of the Membership shall be held within ten (10) days thereafter at such time and place as shall be fixed by the Board of Directors.

Section 3.08. Regular Meetings. Regular meetings of the Board of Directors may be held at such time and place as shall be determined from time to time by a majority of the directors, but at least four (4) such meetings shall be held during each fiscal year. Notice of the time and place of the meeting shall be communicated to directors no less than four (4) days prior to the meeting; provided, however, notice of a meeting need not be given to any director who has signed a waiver of notice or a written consent to holding of the meeting.

Section 3.09. Special Meetings. Special meetings of the Board of Directors shall be held when called by written notice signed by the President of the Association or by a majority of the directors. The notice shall specify the time and place of the meeting and the nature of any special business to be considered. The notice shall be given to each director by one of the following methods: (i) by personal delivery; (ii) written notice by first-class mail, postage prepaid; (iii) by telephone communication, either directly to the director or to a person at the director's office or home who would reasonably be expected to communicate such notice promptly to the director; or

(iv) by electronic mail, facsimile, computer, or other communication device. All such notices shall be given at the director's contact information as shown on the records of the Association. Notices sent by first-class mail shall be deposited into a United States mailbox at least four (4) days before the time set for the meeting. Notices given by personal delivery, telephone, facsimile or electronic mail shall be delivered, telephoned or sent at least seventy-two (72) hours before the time set for the meeting.

Section 3.10. Waiver of Notice. The transactions of any meeting of the Board of Directors, however called and noticed or wherever held, shall be as valid as though taken at a meeting duly held after regular call and notice if (i) a quorum is present, and (ii) either before or after the meeting each of the directors not present signs a written waiver of notice, a consent to holding the meeting, or an approval of the minutes. The waiver of notice or consent need not specify the purpose of the meeting. Notice of a meeting also shall be deemed given to any director who attends the meeting without protesting before or at its commencement about the lack of adequate notice.

Section 3.11. Quorum of Board of Directors. At all meetings of the Board of Directors, a majority of the directors shall constitute a quorum for the transaction of business, and the directors present at a meeting at which a quorum is present shall constitute the decision of the Board of Directors. A meeting at which a quorum is initially present may continue to transact business, notwithstanding the withdrawal of directors, if any action taken is approved by at least a majority of the required quorum for that meeting. If any meeting of the Board of Directors cannot be held because a quorum is not present, a majority of the directors who are present at such meeting may adjourn the meeting to a time not less than five (5) nor more than thirty (30) days from the date the original meeting was called. At the reconvened meeting, if a quorum is present, any business which might have transacted at the meeting originally called may be transacted without further notice. A director present by proxy at a meeting may not be counted toward a quorum.

Section 3.12. Compensation. No director shall receive any compensation from the Association for acting as such unless approved by a majority of the Members at a regular or special meeting of the Association; provided any director may be reimbursed for expenses incurred on behalf of the Association upon approval of a majority of the other directors.

Section 3.13. Conduct of, and Voting at, Meetings. The President shall preside over all meetings of the Board of Directors, and the Secretary shall keep a minute book of meetings of the Board of Directors, recording therein all resolutions adopted by the Board of Directors and all transactions and proceedings occurring at such meetings. Meetings may be held by means of telephone or similar communications equipment by means of which all directors participating in the meeting can hear each other, provided that notice of the meeting has been given in accordance with these Bylaws. A director may vote in person or by proxy executed in writing by the director. A proxy referred to in this Section 3.13 expires three (3) months after the date the proxy is executed. Any such proxy is revocable unless otherwise provided by the proxy or made irrevocable by law.

Section 3.14. Open Meetings. Subject to the provisions of Section 3.15 of this Article, all meetings of the Board of Directors shall be open to all Members, but Members other than directors may not participate in any discussion or deliberation unless permission to speak is requested on his or her behalf by a director. In such case, the President may limit the time any Member may speak. Notwithstanding the above, the President may adjourn any meeting of the Board of Directors and reconvene in executive session, excluding Members, to discuss matters of a sensitive nature, such as pending or threatened litigation, personnel matters, etc., or matters that are to remain confidential by request of the affected parties and agreement of the Board of Directors. The general nature of any business to be considered in executive session must first be announced at the open meeting.

Section 3.15. Action Without a Formal Meeting. Any action to be taken at a meeting of the directors or any action that may be taken at a meeting of the directors may be taken without a meeting if a consent in writing, setting forth the action so taken, shall be signed by a sufficient number of directors as would be necessary to take that action at a meeting at which all of the directors were present and voted, and such consent shall have the same force and effect as a unanimous vote.

C. Powers and Duties.

Section 3.16. Powers. The Board of Directors shall be responsible for the affairs of the Association and shall have all of the powers and duties necessary for the administration of the Association's affairs and, as provided by law, may do or cause to be done all acts and things as are not by the Declaration, Certificate of Formation or these Bylaws directed to be done and exercised exclusively by the Members or the membership generally.

The Board of Directors shall delegate to one of its members the authority to act on behalf of the Board of Directors on all matters relating to the duties of the managing agent or manager, if any, which might arise between meetings of the Board of Directors.

In addition to the duties imposed by these Bylaws or by any resolution of the Association that may hereafter be adopted, the Board of Directors shall have the power to establish policies relating to, and shall be responsible for, performing or causing to be performed, the following, in way of explanation, but not limitation:

(a) preparation and adoption of annual budgets in which there shall be established the contribution of each Owner to the Common Expenses;

(b) making assessments to defray the Common Expenses, establishing the means and methods of collecting such assessments, and establishing the period of the installment payments of the annual assessment; provided, unless otherwise determined by the Board of Directors, the monthly assessment for each Lot's proportionate share of the Common Expenses shall be due and payable

in advance on the 1st day of each month, with said assessment being past due after the 15th day of the month the assessment is due;

(c) providing for the operation, care, upkeep and maintenance of the Common Area Property of the Community;

(d) designating, hiring and dismissing the personnel necessary for the operation of the Association and the maintenance, operation, repair and replacement of its property and the Common Area Property of the Community and, where appropriate, providing for the compensation of such personnel and for the purchase of equipment, supplies and materials to be used by such personnel in the performance of their duties;

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

(f) making and amending rules and regulations;

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

(h) making or contracting for the making of repairs, additions and improvements to or alterations of the Common Area Property of the Community in accordance with any provision of the Declaration and these Bylaws after damage or destruction by fire or other casualty;

(i) enforcing by legal means the provisions of the Declaration, these Bylaws and the rules and regulations adopted by it and bringing any proceedings which may be instituted on behalf of or against the Owners concerning the Association;

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

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

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

(m) making available to any prospective purchaser of a Lot, any Owner of a Lot, any first mortgagee, and the holders, insurers and guarantors of a first mortgage on any Lot, current

copies of the Declaration, the Certificate of Formation, the Bylaws, rules governing the Community, and all other books, records and financial statements of the Association; and

(n) permitting utility suppliers to use portions of the Common Area Property of the Community reasonably necessary to the ongoing development or operation of the Property.

Section 3.17. Management. The Board of Directors may employ for the Association a professional management agent or agents at a compensation established by the Board of Directors to perform such duties and services as the Board of Directors shall authorize. The Board of Directors may delegate to the managing agent or manager, subject to the Board of Directors's supervision, all of the powers granted to the Board of Directors by these Bylaws, other than policy-making authority or the duties set forth in Section 3.18 of this Article.

Section 3.18. Accounts and Reports. The following management standards of performance will be followed unless the Board of Directors by resolution specifically determines otherwise:

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

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

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

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

(e) financial reports shall be prepared for the Association at least quarterly containing:

(i) an income statement reflecting all income and expense activity for the preceding period;

(ii) a statement reflecting all cash receipts and disbursements for the preceding period;

(iii) a variance report reflecting the status of all accounts in an "actual" versus "approved" budget format; and

(iv) a delinquency report listing all Owners who are delinquent in paying any assessments at the time of the report and describing the status of any action to collect such assessments which remain delinquent (any assessment or installment thereof shall be considered to be delinquent on the fifteenth (15th) day following the due date unless otherwise specified herein or by resolution of the Board of Directors).

(f) an annual report consisting of at least the following shall be made available to all Members within one hundred twenty (120) days after the close of the fiscal year: (i) a balance sheet; (ii) an operating (income) statement; and (iii) a statement of changes in financial position for the fiscal year. The annual report referred to above shall be prepared by an independent certified public accountant.

Section 3.19. Borrowing. The Association, acting through the Board of Directors, shall have the power to borrow money for the purpose of maintenance, repair or restoration of the Common Area Property of the Community without the approval of the Members of the Association. The Board of Directors shall also have the power to borrow money for other purposes; provided, the Board of Directors shall obtain the approval of a Majority of the Members of the Association for special assessments in the event that the proposed borrowing is for the purpose of modifying, improving or adding amenities and the total amount of such borrowing exceeds or would exceed three (3) times the annual budgeted assessments of the Association for that fiscal year. No mortgage lien shall be placed on any portion of the Common Area Property of the Community without the affirmative vote or written consent, or any combination thereof, of a Majority of the Members.

Section 3.20. Rights of the Association. The Association shall have the right to contract with any person for the performance of various duties and functions. Without limiting the foregoing, this right shall entitle the Association to enter into common management, operational or other agreements with trusts, condominiums, cooperatives and other owners or residents associations, both within and without the Community. Such agreements shall require the consent of a majority of the total number of directors of the Association.

Section 3.21. Enforcement. The Board of Directors shall have the power to enforce the Declaration, these Bylaws or any rules of the Association, including, but not limited to, the power to suspend an Owner's right to use the Common Area Property, file a suit against an Owner, charge an Owner for property damage or levy a fine for a violation of the Declaration, these Bylaws or any rules and regulations of the Association, which shall constitute a lien upon the property of the violating Owner, and to suspend an Owner's right to vote or any person's right to use the Common Area Property of the Community for violation of any duty imposed under the Declaration, these Bylaws or any rules and regulations duly adopted hereunder; provided, however, nothing herein shall authorize the Association or the Board of Directors to limit ingress and egress to or from a Lot. In the event that any occupant, guest or invitee of a Lot violates the Declaration, Bylaws or a rule or regulation and a fine is imposed, the fine shall first be assessed against the Owner. The failure of

the Board of Directors to enforce any provision of the Declaration, Bylaws or any rule or regulation shall not be deemed a waiver of the right of the Board of Directors to do so thereafter.

(a) Notice. Prior to the Association suspending an Owner's right to use a Common Area Property, file a suit against an Owner other than a suit to collect a regular or special assessment or foreclose under the Association's lien, charge an Owner for property damage, or levy a fine for a violation of the Declaration, these Bylaws or any rules of the Association, the Association or its agent must give written notice to the Owner, by certified mail, return receipt requested or by other method whereby delivery is documented (such as Federal Express, DHL, personal service, etc) (i) describing the violation or property damage that is the basis for the suspension action, charge, or fine and state any amount due the Association from the Owner, and (ii) informing the Owner that the Owner (a) is entitled to a reasonable period to cure the violation and avoid the fine or suspension unless the Owner was given notice and a reasonable opportunity to cure a similar violation within the preceding six (6) months, and (b) may request a hearing under Section 209.007 of the Texas Property Code, as may be amended from time to time, on or before the thirtieth (30th) day after the date the Owner receives the notice.

The Association may collect reimbursement of reasonable attorney's fees and other reasonable costs incurred by the Association relating to collecting amounts, including damages, due the Association for enforcing the Declaration, the Bylaws or rules of the Association if the written notice set forth above in this Section 3.21(a) provides that attorney's fees and costs will be charged to the Owner if the delinquency or violation continues after a date certain. However, an Owner is not liable for attorney's fees incurred by the Association relating to a matter described by the notice under this Section 3.21(a) if the attorney's fees are incurred before the conclusion of the hearing under Section 3.21(b) hereafter, or, if the Owner does not request a hearing under that section, before the date by which the owner must request a hearing. The Owner's presence is not required to hold a hearing under Section 3.21(b).

(b) Hearing. If the Owner is entitled to an opportunity to cure the violation, the Owner has the right to submit a written request for a hearing to discuss and verify facts and resolve the matter in issue before a committee appointed by the Board of Directors of the Association or before the Board of Directors if the Board of Directors does not appoint a committee. If a hearing is to be held before a committee, the notice required by Section 3.21(a) above must state that the Owner has the right to appeal the committee's decision to the Board of Directors by written notice to the Board of Directors.

The Association shall hold a hearing under this section not later than the 30th day after the date the Board of Directors receives the Owner's request for a hearing and shall notify the Owner of the date, time, and place of the hearing not later than the 10th day before the date of the hearing. The Board of Directors or the Owner may request a postponement, and, if requested, a postponement shall be granted for a period of not more than 10 days. Additional postponements may

be granted by agreement of the parties. The Owner or the Association may make an audio recording of the meeting. The Owner's presence is not required to hold a hearing under this section.

The notice and hearing provisions of Section 3.21(a) above and this section do not apply if the Association files a lawsuit seeking a temporary restraining order or temporary injunctive relief or files a lawsuit that includes foreclosure as a cause of action. If a lawsuit is filed relating to a matter to which those sections apply, a party to the lawsuit may file a motion to compel mediation. The notice and hearing provisions of Section 3.21(a) and this section do not apply to a temporary suspension of a person's right to use the Common Area Property if the temporary suspension is the result of a violation that occurred in the Common Area Property and involved a significant and immediate risk of harm to others in the subdivision. The temporary suspension is effective until the Board of Directors makes a final determination on the suspension action after following the procedures prescribed by this section.

Prior to the effectiveness of any fine hereunder, proof of proper notice shall be placed in the minutes of the meeting. Such proof shall be deemed adequate if a copy of the notice, together with a statement of the date and manner of delivery, is entered by the officer, director or agent who delivered such notice. The minutes of the meeting shall contain a written statement of the results of the hearing and the fine, if any, imposed.

(c) Alternative Dispute Resolution. An owner or property owners' association may use alternative dispute resolution services.

(d) Additional Enforcement Rights. Notwithstanding anything to the contrary herein contained, the Association, acting through the Board of Directors, may elect to enforce any provision of the Declaration, these Bylaws or the rules and regulations of the Association by self-help (specifically including, but not limited to, the towing of vehicles that are in violation of parking rules and regulations) or by suit at law or in equity to enjoin any violation or to recover monetary damages or both without the necessity of compliance with the procedure set forth above. In any such action, to the maximum extent permissible, the Owner or Occupant responsible for the violation of which abatement is sought shall pay all costs, including reasonable attorney's fees actually incurred.

Nothing contained in this Section 3.21 is intended to be contrary to the provisions contained in Sections 209.006 and 209.007 of the Texas Property Code as those Sections may be amended from time to time. To the extent that there is any conflict between the provisions herein and those in Sections 209.006 and 209.007 of the Texas Property Code, the provisions of the Texas Property Code shall take precedence.

Article IV

Officers

Section 4.01. Officers. The officers of the Association shall be a President, Vice President, Secretary and Treasurer, to be elected from among the members of the Board of Directors. The Board of Directors may appoint such other officers, including one or more Assistant Secretaries and one or more Assistant Treasurers, as it shall deem desirable, such officers to have the authority and perform the duties prescribed from time to time by the Board of Directors as may be further set forth in Section 4.04 below. Any two or more offices may be held by the same person, except the offices of President and Secretary.

Section 4.02. Election and Term of Office. The officers of the Association shall be elected annually by the Board of Directors at the first meeting of the Board of Directors following each annual meeting of the Members, as set forth in Article III.

Section 4.03. Removal and Vacancies. Any officer may be removed by the Board of Directors whenever in its judgment the best interests of the Association will be served thereby. A vacancy in any office arising because of death, resignation, removal or otherwise may be filled by the Board of Directors for the unexpired portion of the term.

Section 4.04. Powers and Duties. The officers of the Association shall each have such powers and duties as generally pertain to their respective offices, as well as such powers and duties as may from time to time specifically be conferred or imposed by the Board of Directors. The duties of the officers are generally described as follows:

(a) President. The President shall be the chief executive officer of the Association. The President shall preside at all meetings of the Board of Directors, and all meetings of the Members, and shall see that orders and resolutions of the Board of Directors are carried out.

(b) Vice-President. The Vice-President shall carry out duties of the President in the absence of the President or the inability of the President to do so.

(c) Secretary. The Secretary shall record the votes and keep the minutes of all meetings and proceedings of the Board of Directors and of the Members, serve notice of meetings of the Board of Directors and of the Members, keep appropriate current records showing the Members of the Association together with their addresses, and shall perform such other duties as required from time to time by the Board of Directors.

(d) Treasurer. The Treasurer shall receive and deposit in appropriate bank accounts all monies of the Association and shall disburse such funds as directed by resolution of the Board of Directors, and shall coordinate and oversee the maintenance of the Association's financial books and records. The Treasurer shall also have primary responsibility for the preparation of the budget as provided for in the Declaration and may delegate all or part of the preparation and notification duties to a finance committee, management agent or both.

Section 4.05. Resignation. Any officer may resign at any time by giving written notice to the Board of Directors, the President or the Secretary. Such resignation shall take effect on the date of the receipt of such notice or at any later time specified therein, and unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

Section 4.06. Agreements, Contracts, Deeds, Leases, Checks, etc. All agreements, contracts, deeds, leases, checks and other instruments of the Association shall be executed by at least two (2) officers or by such other person or persons as may be designated by resolution of the Board of Directors.

Section 4.07. Compensation. Compensation of officers shall be subject to the same limitations as compensation of directors under Article III, Section 3.12 hereof.

Article V

Committees

Section 5.01. General. Committees are hereby authorized to perform such tasks and to serve for such periods as may be designated by a resolution adopted by a majority of the directors present at a meeting at which a quorum is present. Each committee shall cooperate in accordance with the terms of the resolution of the Board of Directors designating the committee or with rules adopted by the Board of Directors.

Section 5.02. Covenants Committee. In addition to any other committees which may be established by the Board of Directors pursuant to Section 5.01 of this Article, the Board of Directors may appoint a Covenants Committee consisting of three (3) members. Acting in accordance with the provisions of the Declaration, these Bylaws and resolutions the Board of Directors may adopt, the Covenants Committee, if established, shall be the hearing tribunal of the Association and shall conduct all hearings held pursuant to Article III, Section 3.21 of these Bylaws.

Article VI

Miscellaneous

Section 6.01. Fiscal Year. The fiscal year of the Association shall be set by resolution of the Board of Directors. In the absence of a resolution, the fiscal year shall be the calendar year.

Section 6.02. Parliamentary Rules. Except as may be modified by resolution of the Board of Directors, Robert's Rules of Order (current edition) shall govern the conduct of Association proceedings when not in conflict with Texas law, the Certificate of Formation, the Declaration or these Bylaws.

Section 6.03. Conflicts. If there are conflicts between the provisions of Texas law, the Certificate of Formation, the Declaration and these Bylaws, the provisions of Texas law, the Declaration, the Certificate of Formation and the Bylaws (in that order) shall prevail.

Section 6.04. Books and Records.

(a) Inspection by Members and Mortgagees. The Declaration, Bylaws and Certificate of Formation, any amendments to the foregoing, the rules and regulations of the Association, the membership register, books of account, voting records, proxies, correspondence relating to any amendments to the Declaration or Bylaws and the minutes of meetings of the Members, the Board of Directors (excluding executive session minutes of the meetings of the Board of Directors, if any) and committees shall be made available for inspection and copying by any holder, insurer or guarantor of a first mortgage on a Lot, Member of the Association, or by the duly appointed representative of any of the foregoing at any reasonable time and for a purpose reasonably related to his or her interest in the Lot at the office of the Association or at such other place within the Property as the Board of Directors shall prescribe.

(b) Rules for Inspection. The Board of Directors shall establish reasonable rules with respect to:

(i) notice to be given to the custodian of the records;

and (ii) hours and days of the week when such an inspection may be made;

(iii) payment of the cost of reproducing copies of documents requested.

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

inspection by a director includes the right to make extracts and a copy of relevant documents at the expense of the Association.

Section 6.05. Notices. Unless otherwise provided in these Bylaws, all notices, demands, bills, statements or other communications under these Bylaws shall be in writing and shall be deemed to have been duly given if delivered personally or if sent by United States mail, first-class postage prepaid:

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

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

Section 6.06. Amendment.

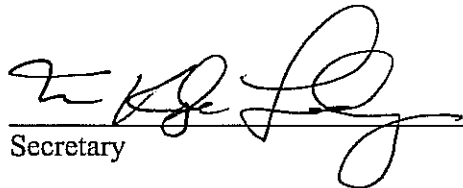
Except as provided above and otherwise specifically provided herein, these Bylaws may be amended by (i) the affirmative vote or written consent, or any combination thereof, of the Board of Directors, or (ii) the affirmative vote or written consent, or any combination thereof, of a Majority of the Members at a meeting of the Members. In addition, any approval requirements which may be set forth in the Declaration shall be met, if applicable.

If an Owner consents to any amendment to the Declaration or these Bylaws, it will be conclusively presumed that such Owner has the authority so to consent and no contrary provision in any Mortgage or contract between the Owner and a third party will affect the validity of such amendment.

CERTIFICATE

I HEREBY CERTIFY, that the foregoing is true, complete and correct copy of the Bylaws of Bryan Square Townhomes Homeowners Association, Inc., as adopted by the Board of Directors at its organizational meeting held on _____, 20____.

IN WITNESS WHEREOF, hereunto set my hand, the ____ day of _____, 20____.


Secretary

WRITTEN CONSENT

Declaration of Covenants, Conditions and Restrictions
for Bryan Square Townhomes

I/We, the undersigned, as and on behalf of the Owner(s) of the Lot(s) designated below, for and in consideration of the premises, and the sum of Ten and No/100 Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged and confessed, do/does hereby consent to, and approve of, the following:

1. The filing of a Certificate of Formation for Bryan Square Townhomes Homeowners Association, Inc. (the "Association"), and to becoming a member of such Texas non-profit property owner's association;
2. The adoption of the Declaration of Covenants, Conditions and Restrictions for Bryan Square Townhomes (the "Declaration"), by which, as evidenced by my/our signature hereto, I/We hereby acknowledge receiving a copy of such document and agree to subject myself and my/our Lot to the terms and conditions of the Declaration and to the jurisdiction of the Association, and the Lot shall hereinafter be held, sold and conveyed subject to the terms and conditions of the Declaration which shall run with my/our title to the Lot, and which shall be binding upon all parties having any right, title or interest in the Lot, or any part thereof, their heirs, successors, successors-in-title and assigns, and shall inure to the benefit of each owner thereof; and
3. The adoption of the Bylaws of Bryan Square Townhomes Homeowners Association, Inc. (the "Bylaws"), by which, as evidenced by my/our signature hereto, I/We hereby acknowledge receiving a copy of such document and agree to subject myself and my/our Lot to all of the provisions set forth therein.

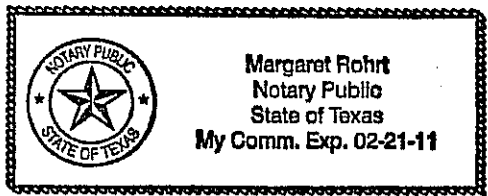
*Please sign and print below, your name, and the address of your Bryan Square Townhomes property, so that your consent may be counted. The signature(s) of any one Owner of a Lot constitutes evidence of the Owner's authority to act on behalf of all Owners of the Lot.

OWNER

Date: 1-17-08 Signature: John M. Crawford
 Printed Name: John M. Crawford
 Lot Address: 3401 Bryan St.
 City, State, Zip: Dallas, TX 75204

STATE OF TEXAS §
 §
 COUNTY OF DALLAS §

BEFORE ME, the undersigned authority, on this 17 day of JANUARY, 2008, personally appeared JOHN CRAWFORD, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged that he/she executed the same for the purposes and considerations therein expressed and in the capacity therein stated.



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

WRITTEN CONSENT

Declaration of Covenants, Conditions and Restrictions
for Bryan Square Townhomes


I/We, the undersigned, as and on behalf of the Owner(s) of the Lot(s) designated below, for and in consideration of the premises, and the sum of Ten and No/100 Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged and confessed, do/does hereby consent to, and approve of, the following:

1. The filing of a Certificate of Formation for Bryan Square Townhomes Homeowners Association, Inc. (the "Association"), and to becoming a member of such Texas non-profit property owner's association;
2. The adoption of the Declaration of Covenants, Conditions and Restrictions for Bryan Square Townhomes (the "Declaration"), by which, as evidenced by my/our signature hereto, I/We hereby acknowledge receiving a copy of such document and agree to subject myself and my/our Lot to the terms and conditions of the Declaration and to the jurisdiction of the Association, and the Lot shall hereinafter be held, sold and conveyed subject to the terms and conditions of the Declaration which shall run with my/our title to the Lot, and which shall be binding upon all parties having any right, title or interest in the Lot, or any part thereof, their heirs, successors, successors-in-title and assigns, and shall inure to the benefit of each owner thereof; and
3. The adoption of the Bylaws of Bryan Square Townhomes Homeowners Association, Inc. (the "Bylaws"), by which, as evidenced by my/our signature hereto, I/We hereby acknowledge receiving a copy of such document and agree to subject myself and my/our Lot to all of the provisions set forth therein.

*Please sign and print below, your name, and the address of your Bryan Square Townhomes property, so that your consent may be counted. The signature(s) of any one Owner of a Lot constitutes evidence of the Owner's authority to act on behalf of all Owners of the Lot.

OWNER(S)

Date: 1/17/08

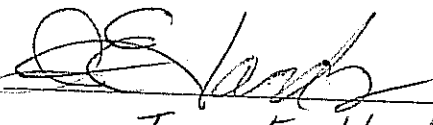
Signature: 

Printed Name: Michael Z. Hardy

Lot Address: 3405 Bryan St.

City, State, Zip: Dallas, TX 75204

Date: 1/17/08

Signature: 

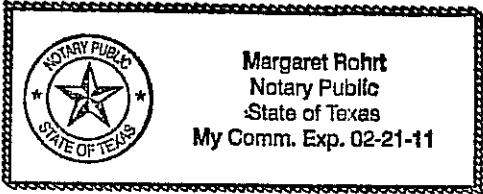
Printed Name: Inez E. Hardy

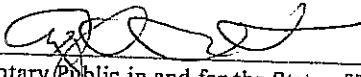
Lot Address: 3405 Bryan St.

City, State, Zip: Dallas, TX 75204

STATE OF TEXAS §
 §
COUNTY OF DALLAS §

BEFORE ME, the undersigned authority, on this 17 day of JANUARY, 2008, personally appeared MICHAEL Z. HARDY, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledge that he/she executed the same for the purposes and considerations therein expressed and in the capacity therein stated.

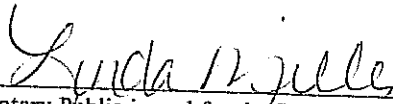




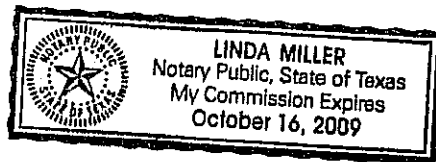
Notary Public in and for the State of Texas

STATE OF TEXAS §
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COUNTY OF Denton §

BEFORE ME, the undersigned authority, on this 17 day of JANUARY, 2008, personally appeared J.E. Hardy, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledge that he/she executed the same for the purposes and considerations therein expressed and in the capacity therein stated.



Notary Public in and for the State of Texas



WRITTEN CONSENT

Declaration of Covenants, Conditions and Restrictions
for Bryan Square Townhomes

I/We, the undersigned, as and on behalf of the Owner(s) of the Lot(s) designated below, for and in consideration of the premises, and the sum of Ten and No/100 Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged and confessed, do/does hereby consent to, and approve of, the following:

1. The filing of a Certificate of Formation for Bryan Square Townhomes Homeowners Association, Inc. (the "Association"), and to becoming a member of such Texas non-profit property owner's association;
2. The adoption of the Declaration of Covenants, Conditions and Restrictions for Bryan Square Townhomes (the "Declaration"), by which, as evidenced by my/our signature hereto, I/We hereby acknowledge receiving a copy of such document and agree to subject myself and my/our Lot to the terms and conditions of the Declaration and to the jurisdiction of the Association, and the Lot shall hereinafter be held, sold and conveyed subject to the terms and conditions of the Declaration which shall run with my/our title to the Lot, and which shall be binding upon all parties having any right, title or interest in the Lot, or any part thereof, their heirs, successors, successors-in-title and assigns, and shall inure to the benefit of each owner thereof; and
3. The adoption of the Bylaws of Bryan Square Townhomes Homeowners Association, Inc. (the "Bylaws"), by which, as evidenced by my/our signature hereto, I/We hereby acknowledge receiving a copy of such document and agree to subject myself and my/our Lot to all of the provisions set forth therein.

*Please sign and print below, your name, and the address of your Bryan Square Townhomes property, so that your consent may be counted. The signature(s) of any one Owner of a Lot constitutes evidence of the Owner's authority to act on behalf of all Owners of the Lot.

OWNER

Date: 2/7/08

Signature: 

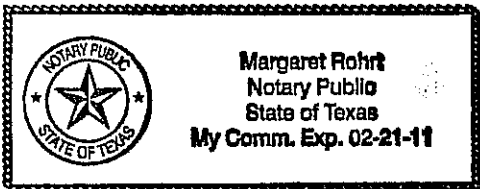
Printed Name: ELIZABETH EBELING

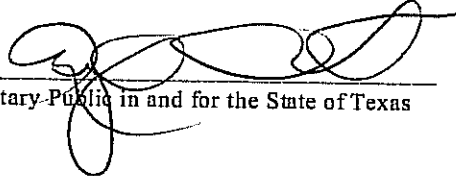
Lot Address: 3407 BRYAN ST

City, State, Zip: DALLAS, TX 75204

STATE OF TEXAS §
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COUNTY OF DALLAS §

BEFORE ME, the undersigned authority, on this 7 day of FEBRUARY, 2008, personally appeared ELIZABETH EBELING, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged that he/she executed the same for the purposes and considerations therein expressed and in the capacity therein stated.




Notary-Public in and for the State of Texas

WRITTEN CONSENT

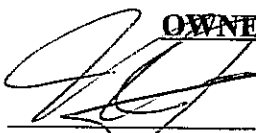
**Declaration of Covenants, Conditions and Restrictions
for Bryan Square Townhomes**

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*Please sign and print below, your name, and the address of your Bryan Square Townhomes property, so that your consent may be counted. The signature(s) of any one Owner of a Lot constitutes evidence of the Owner's authority to act on behalf of all Owners of the Lot.

OWNER

Date: 2/7/08 Signature: 

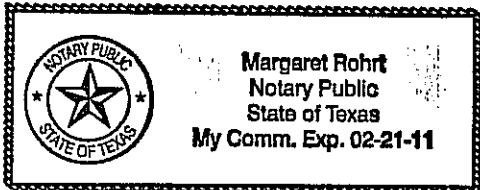
Printed Name: Michael Jaskowski

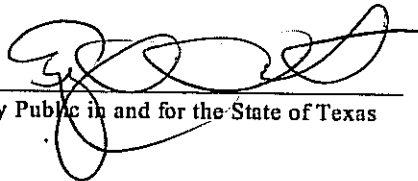
Lot Address: 3409 Bryan

City, State, Zip: Dallas TX 75204

STATE OF TEXAS §
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 COUNTY OF DALLAS §

BEFORE ME, the undersigned authority, on this 7 day of FEBRUARY, 2008, personally appeared MICHAEL JASKOWSKI, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged that he/she executed the same for the purposes and considerations therein expressed and in the capacity therein stated.




 Notary Public in and for the State of Texas

WRITTEN CONSENT

Declaration of Covenants, Conditions and Restrictions
for Bryan Square Townhomes

I/We, the undersigned, as and on behalf of the Owner(s) of the Lot(s) designated below, for and in consideration of the premises, and the sum of Ten and No/100 Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged and confessed, do/does hereby consent to, and approve of, the following:

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*Please sign and print below, your name, and the address of your Bryan Square Townhomes property, so that your consent may be counted. The signature(s) of any one Owner of a Lot constitutes evidence of the Owner's authority to act on behalf of all Owners of the Lot.

OWNER

Date: 01/29/08

Signature: Abraham Kuruvilla

Printed Name: ABRAHAM KURUVILLA

Lot Address: 3411 BRYAN ST

City, State, Zip: DALLAS TX 75204

STATE OF TEXAS §

COUNTY OF DALLAS §

BEFORE ME, the undersigned authority, on this 29 day of JANUARY, 2008, personally appeared ABRAHAM KURUVILLA known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged that he/she executed the same for the purposes and considerations therein expressed and in the capacity therein stated.

Megan Shelton
Notary Public in and for the State of Texas



WRITTEN CONSENT

Declaration of Covenants, Conditions and Restrictions
for Bryan Square Townhomes

I/We, the undersigned, as and on behalf of the Owner(s) of the Lot(s) designated below, for and in consideration of the premises, and the sum of Ten and No/100 Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged and confessed, do/does hereby consent to, and approve of, the following:

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3. The adoption of the Bylaws of Bryan Square Townhomes Homeowners Association, Inc. (the "Bylaws"), by which, as evidenced by my/our signature hereto, I/We hereby acknowledge receiving a copy of such document and agree to subject myself and my/our Lot to all of the provisions set forth therein.

*Please sign and print below, your name, and the address of your Bryan Square Townhomes property, so that your consent may be counted. The signature(s) of any one Owner of a Lot constitutes evidence of the Owner's authority to act on behalf of all Owners of the Lot.

OWNER

Date: 2/7/08

Signature: [Handwritten Signature]

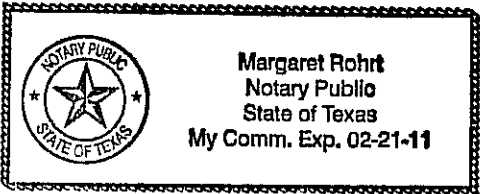
Printed Name: Daniel H. Britton

Lot Address: 3413 Bryan St.

City, State, Zip: Dallas, TX 75204

STATE OF TEXAS §
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COUNTY OF DALLAS §

BEFORE ME, the undersigned authority, on this 7 day of FEBRUARY, 2008, personally appeared DANIEL BRITTON, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged that he/she executed the same for the purposes and considerations therein expressed and in the capacity therein stated.



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

WRITTEN CONSENT

Declaration of Covenants, Conditions and Restrictions
for Bryan Square Townhomes

I/We, the undersigned, as and on behalf of the Owner(s) of the Lot(s) designated below, for and in consideration of the premises, and the sum of Ten and No/100 Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged and confessed, do/does hereby consent to, and approve of, the following:

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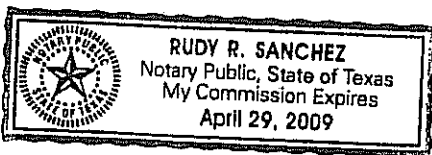
*Please sign and print below, your name, and the address of your Bryan Square Townhomes property, so that your consent may be counted. The signature(s) of any one Owner of a Lot constitutes evidence of the Owner's authority to act on behalf of all Owners of the Lot.

OWNER

Date: 1/31/08 Signature: *Jeff Blue*
 Printed Name: JEFF BLUE
 Lot Address: 1405 McCaughey # 1
 City, State, Zip: Dallas, Tx

STATE OF TEXAS §
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 COUNTY OF 1 §

BEFORE ME, the undersigned authority, on this 31 day of January, 2008, personally appeared Jeff Blue, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged that he/she executed the same for the purposes and considerations therein expressed and in the capacity therein stated.



Rudy R. Sanchez
 Notary Public in and for the State of Texas

WRITTEN CONSENT

Declaration of Covenants, Conditions and Restrictions
for Bryan Square Townhomes

I/We, the undersigned, as and on behalf of the Owner(s) of the Lot(s) designated below, for and in consideration of the premises, and the sum of Ten and No/100 Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged and confessed, do/does hereby consent to, and approve of, the following:

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*Please sign and print below, your name, and the address of your Bryan Square Townhomes property, so that your consent may be counted. The signature(s) of any one Owner of a Lot constitutes evidence of the Owner's authority to act on behalf of all Owners of the Lot.

OWNER

Date: 2/8/08 Signature: [Handwritten Signature]

Printed Name: DAVID POWELL

Lot Address: 1405 ALCOY #2

City, State, Zip: DALLAS TX 75204

STATE OF TEXAS §
 §
 COUNTY OF _____ §

BEFORE ME, the undersigned authority, on this 08 day of February, 20 08, personally appeared David Powell, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged that he/she executed the same for the purposes and considerations therein expressed and in the capacity therein stated.



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

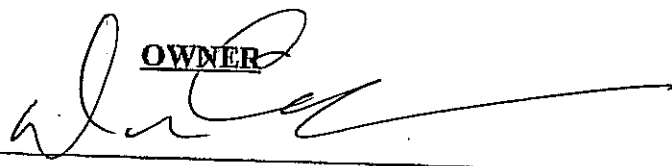
WRITTEN CONSENT

Declaration of Covenants, Conditions and Restrictions
for Bryan Square Townhomes

I/We, the undersigned, as and on behalf of the Owner(s) of the Lot(s) designated below, for and in consideration of the premises, and the sum of Ten and No/100 Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged and confessed, do/does hereby consent to, and approve of, the following:

1. The filing of a Certificate of Formation for Bryan Square Townhomes Homeowners Association, Inc. (the "Association"), and to becoming a member of such Texas non-profit property owner's association;
2. The adoption of the Declaration of Covenants, Conditions and Restrictions for Bryan Square Townhomes (the "Declaration"), by which, as evidenced by my/our signature hereto, I/We hereby acknowledge receiving a copy of such document and agree to subject myself and my/our Lot to the terms and conditions of the Declaration and to the jurisdiction of the Association, and the Lot shall hereinafter be held, sold and conveyed subject to the terms and conditions of the Declaration which shall run with my/our title to the Lot, and which shall be binding upon all parties having any right, title or interest in the Lot, or any part thereof, their heirs, successors, successors-in-title and assigns, and shall inure to the benefit of each owner thereof; and
3. The adoption of the Bylaws of Bryan Square Townhomes Homeowners Association, Inc. (the "Bylaws"), by which, as evidenced by my/our signature hereto, I/We hereby acknowledge receiving a copy of such document and agree to subject myself and my/our Lot to all of the provisions set forth therein.

*Please sign and print below, your name, and the address of your Bryan Square Townhomes property, so that your consent may be counted. The signature(s) of any one Owner of a Lot constitutes evidence of the Owner's authority to act on behalf of all Owners of the Lot.

Date: 6/5/08 Signature:  **OWNER**

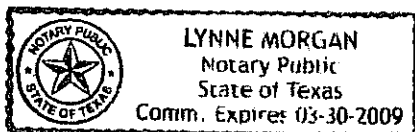
Printed Name: David Carranza

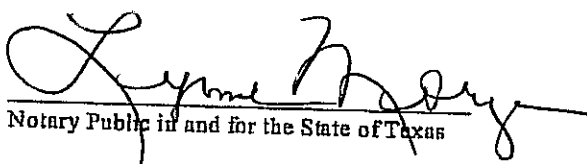
Lot Address: 1405 McCoy, #5

City, State, Zip: Dallas, TX 75204

STATE OF TEXAS §
§
COUNTY OF Dallas §

BEFORE ME, the undersigned authority, on this 5th day of June, 2008, personally appeared David Carranza, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged that he/she executed the same for the purposes and considerations therein expressed and in the capacity therein stated.




Notary Public in and for the State of Texas

WRITTEN CONSENT

Declaration of Covenants, Conditions and Restrictions
for Bryan Square Townhomes

I/We, the undersigned, as and on behalf of the Owner(s) of the Lot(s) designated below, for and in consideration of the premises, and the sum of Ten and No/100 Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged and confessed, do/does hereby consent to, and approve of, the following:

1. The filing of a Certificate of Formation for Bryan Square Townhomes Homeowners Association, Inc. (the "Association"), and to becoming a member of such Texas non-profit property owner's association;
2. The adoption of the Declaration of Covenants, Conditions and Restrictions for Bryan Square Townhomes (the "Declaration"), by which, as evidenced by my/our signature hereto, I/We hereby acknowledge receiving a copy of such document and agree to subject myself and my/our Lot to the terms and conditions of the Declaration and to the jurisdiction of the Association, and the Lot shall hereinafter be held, sold and conveyed subject to the terms and conditions of the Declaration which shall run with my/our title to the Lot, and which shall be binding upon all parties having any right, title or interest in the Lot, or any part thereof, their heirs, successors, successors-in-title and assigns, and shall inure to the benefit of each owner thereof; and
3. The adoption of the Bylaws of Bryan Square Townhomes Homeowners Association, Inc. (the "Bylaws"), by which, as evidenced by my/our signature hereto, I/We hereby acknowledge receiving a copy of such document and agree to subject myself and my/our Lot to all of the provisions set forth therein.

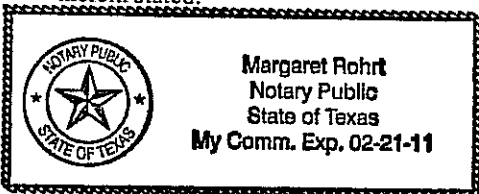
*Please sign and print below, your name, and the address of your Bryan Square Townhomes property, so that your consent may be counted. The signature(s) of any one Owner of a Lot constitutes evidence of the Owner's authority to act on behalf of all Owners of the Lot.

OWNER

Date: 2-7-08 Signature: Alex Swanson
 Printed Name: Alex Swanson
 Lot Address: 1405 McCoy St, #6
 City, State, Zip: Dallas, TX 75204

STATE OF TEXAS §
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 COUNTY OF DALLAS §

BEFORE ME, the undersigned authority, on this 7 day of FEBRUARY, 2008, personally appeared ALEX SWANSTON, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged that he/she executed the same for the purposes and considerations therein expressed and in the capacity therein stated.



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


WRITTEN CONSENT


Declaration of Covenants, Conditions and Restrictions
for Bryan Square Townhomes

I/We, the undersigned, as and on behalf of the Owner(s) of the Lot(s) designated below, for and in consideration of the premises, and the sum of Ten and No/100 Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged and confessed, do/does hereby consent to, and approve of, the following:

1. The filing of a Certificate of Formation for Bryan Square Townhomes Homeowners Association, Inc. (the "Association"), and to becoming a member of such Texas non-profit property owner's association;
2. The adoption of the Declaration of Covenants, Conditions and Restrictions for Bryan Square Townhomes (the "Declaration"), by which, as evidenced by my/our signature hereto, I/We hereby acknowledge receiving a copy of such document and agree to subject myself and my/our Lot to the terms and conditions of the Declaration and to the jurisdiction of the Association, and the Lot shall hereinafter be held, sold and conveyed subject to the terms and conditions of the Declaration which shall run with my/our title to the Lot, and which shall be binding upon all parties having any right, title or interest in the Lot, or any part thereof, their heirs, successors, successors-in-title and assigns, and shall inure to the benefit of each owner thereof; and
3. The adoption of the Bylaws of Bryan Square Townhomes Homeowners Association, Inc. (the "Bylaws"), by which, as evidenced by my/our signature hereto, I/We hereby acknowledge receiving a copy of such document and agree to subject myself and my/our Lot to all of the provisions set forth therein.

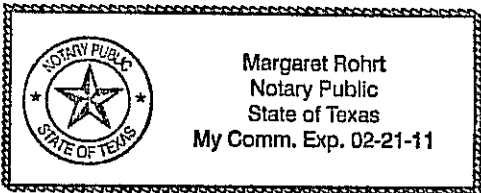
*Please sign and print below, your name, and the address of your Bryan Square Townhomes property, so that your consent may be counted. The signature(s) of any one Owner of a Lot constitutes evidence of the Owner's authority to act on behalf of all Owners of the Lot.

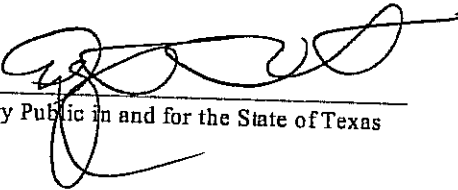
OWNER(S)
Date: 7-17-08 Signature: 
Printed Name: Richard Marvin
Lot Address: 1405 McCoy St #8
City, State, Zip: Dallas, TX 75204

Date: 1-17-08 Signature: 
Printed Name: M. KYLE LANDRY
Lot Address: 1405 McCoy St #8
City, State, Zip: DALLAS TX 75204

STATE OF TEXAS §
COUNTY OF DALLAS §

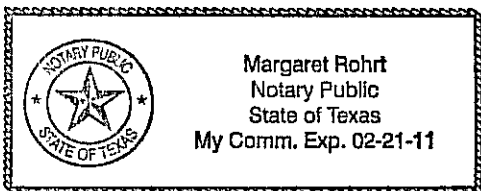
BEFORE ME, the undersigned authority, on this 17 day of JANUARY, 2008, personally appeared RICHARD MARVIN, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledge that he/she executed the same for the purposes and considerations therein expressed and in the capacity therein stated.

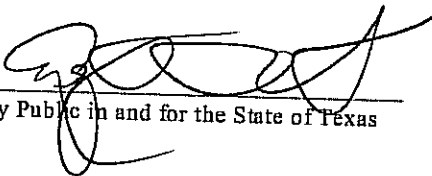



Notary Public in and for the State of Texas

STATE OF TEXAS §
COUNTY OF DALLAS §

BEFORE ME, the undersigned authority, on this 17 day of JANUARY, 2008, personally appeared MICHAEL K. LANDRY, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledge that he/she executed the same for the purposes and considerations therein expressed and in the capacity therein stated.




Notary Public in and for the State of Texas

WRITTEN CONSENT

Declaration of Covenants, Conditions and Restrictions
for Bryan Square Townhomes

I/We, the undersigned, as and on behalf of the Owner(s) of the Lot(s) designated below, for and in consideration of the premises, and the sum of Ten and No/100 Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged and confessed, do/does hereby consent to, and approve of, the following:

1. The filing of a Certificate of Formation for Bryan Square Townhomes Homeowners Association, Inc. (the "Association"), and to becoming a member of such Texas non-profit property owner's association;
2. The adoption of the Declaration of Covenants, Conditions and Restrictions for Bryan Square Townhomes (the "Declaration"), by which, as evidenced by my/our signature hereto, I/We hereby acknowledge receiving a copy of such document and agree to subject myself and my/our Lot to the terms and conditions of the Declaration and to the jurisdiction of the Association, and the Lot shall hereinafter be held, sold and conveyed subject to the terms and conditions of the Declaration which shall run with my/our title to the Lot, and which shall be binding upon all parties having any right, title or interest in the Lot, or any part thereof, their heirs, successors, successors-in-title and assigns, and shall inure to the benefit of each owner thereof; and
3. The adoption of the Bylaws of Bryan Square Townhomes Homeowners Association, Inc. (the "Bylaws"), by which, as evidenced by my/our signature hereto, I/We hereby acknowledge receiving a copy of such document and agree to subject myself and my/our Lot to all of the provisions set forth therein.

*Please sign and print below, your name, and the address of your Bryan Square Townhomes property, so that your consent may be counted. The signature(s) of any one Owner of a Lot constitutes evidence of the Owner's authority to act on behalf of all Owners of the Lot.

OWNER

Date: 6-3-08 Signature: [Signature]

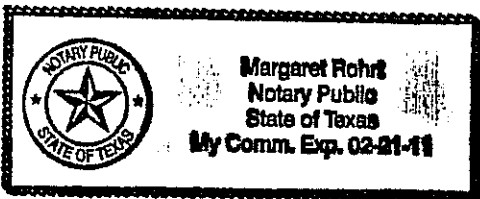
Printed Name: Kathryn Kelly

Lot Address: 1405 McClary #10

City, State, Zip: DALLAS, TX

STATE OF TEXAS §
 COUNTY OF DALLAS §

BEFORE ME, the undersigned authority, on this 3 day of JUNE, 2008, personally appeared KATHLEEN KELLY, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged that he/she executed the same for the purposes and considerations therein expressed and in the capacity therein stated.



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

