

BYLAWS OF
BROOKFIELD MELISSA HOMEOWNERS ASSOCIATION, INC.

(A Texas Non-Profit Corporation)

ARTICLE I

DEFINITIONS

Section 1.01. Definitions. All terms used herein, such as (but not by way of limitation) “Owner,” “Lot,” “Common Properties,” “Declarant,” and “Developer Control Period” shall have the same meanings as set forth in that certain Declaration of Covenants, Conditions and Restrictions for Brookfield at Melissa, to be recorded in the Official Public Records of Collin County, Texas, including any amendments thereof or supplements thereto.

ARTICLE II

NAME

Section 2.01. Name. The name of this corporation shall be the Brookfield Melissa Homeowners Association, Inc. (hereinafter called the “Association”).

ARTICLE III

OFFICES OF THE ASSOCIATION

Section 3.01. Principal Office. The initial principal office of the Association shall be located in either Dallas or Collin County, Texas. Meetings of Members and Directors may be held at such place within the aforesaid Counties as may be designated by the Board of Directors.

ARTICLE IV

**ASSOCIATION RESPONSIBILITIES
AND MEETINGS OF MEMBERS**

Section 4.01. Association Responsibilities. The Members will constitute the Association, and the Association, by and through its Board Directors, shall be responsible for administering and enforcing the covenants, conditions and restrictions contained in the Declaration, including the collection and disbursement of charges and assessments as provided therein. In the event of any dispute or disagreement between any Members relating to the Property, any questions of interpretation or application of the provisions of the Declaration,

BYLAWS OF BROOKFIELD AT MELISSA HOMEOWNERS ASSOCIATION, INC.

Certificate of Formation or these Bylaws, such dispute or disagreement shall be submitted to the Board of Directors of the Association. The resolution of such dispute or disagreement by the Board of Directors shall be binding on each and all such Members, subject to the right of Members to seek other remedies provided by law after such determination by such Board of Directors.

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

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

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

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

Section 4.06. Meeting by Electronic or Telephonic Means. A meeting of the Members of the Association may be held by electronic or telephonic means provided that:

(1) each Member may hear and, if recognized by the chair of the meeting, be heard by every other Member; and

(2) the notice of the meeting includes instructions for Members to access any communication method required to attend the meeting.

Section 4.07. Quorum. The presence of holders of ten percent (10%) of the votes of the Association, represented in person or by proxy, shall constitute a quorum for any meeting of Members except as otherwise provided in the Certificate of Formation, the Declaration or the Bylaws. If, however, such quorum shall not be present or represented at any meeting of the Members, the Members present or represented by proxy, shall have the power to adjourn the meeting from time to time, subject to the above notice requirements. The Association may call as many subsequent meetings as may be required to achieve a quorum. At such adjourned or subsequent meeting at which a quorum shall be present or represented, any business may be transacted which may have been transacted at the meeting as originally notified.

Section 4.08. Proxies, Absentee Ballots and Electronic Ballots. At all meetings of Members, each Member may vote in person and, if approved by the Board, by proxy, absentee ballot or electronic ballot in accordance with applicable law. Any vote cast in an Association election or vote by a Member must be in writing and signed by the Member voting. An electronic ballot shall be considered a written and signed ballot for purposes of this Section. An electronic ballot may be given by electronic mail, facsimile transmission or posting on an internet website established for the purpose of registering the votes of Members. All proxies shall be in writing and shall be filed with the Secretary or managing agent of the Association. Every proxy shall be revocable and shall automatically cease upon conveyance by a Member of his or her Lot.

Section 4.09. Voting by Association and Members. The Association shall not be a voting member of the Association by virtue of its ownership of any Common Properties. Each Member may vote the number of votes set forth in the Declaration.

Section 4.10. Vote Outside of a Meeting on Certain Matters. The Board is authorized to determine if a vote of the Members is to be taken outside of a meeting for the election of directors following the Developer Control Period and with regard to those matters described in Sections 7.1 and 10.5 of the Declaration. If a vote is to take place without a meeting, the Association shall give notice of the election or vote to all Members entitled to vote on any matter under consideration. The notice shall be given not later than the 20th day before the latest date on which a ballot may be submitted to be counted.

Section 4.11. Membership List. The officer or agent having charge of the membership books shall make a complete list of the Members entitled to vote at each such meeting or any adjournment thereof arranged in alphabetical order, with the address of each Member, which list shall be kept on file at the principal office of the Association and shall be subject to inspection by any Member at any time during usual business hours. Such list shall also be produced and kept open at the time and place of the meeting and shall be subject to the inspection of any Member during the whole time of the meeting. The Association membership list shall be prima facie evidence as to who are the Members entitled to examine such list or to vote at any such meeting of Members.

Section 4.12. Tabulation of Votes. Any person who tabulates ballots in an Association election or vote may not disclose how a Member or individual voted. A person who is a candidate or otherwise the subject of an Association vote, or a person related to that person within the third degree of affinity or consanguinity, may not tabulate or otherwise be given access to the ballots cast in an election or vote. Only a person who tabulates votes or conducts a recount as provided herein may be given access to the ballots cast in an election or vote.

Section 4.13. Recounts. (a) Any Member may, not later than the 15th day after the later of the date of any meeting of Member at which the election or vote was held or the date of the announcement of the results of the election or vote, require a recount of the votes. A demand for a recount must be submitted in writing either:

(1) by verified mail or by delivery by the United States Postal Service with signature confirmation service to the property owners' association's mailing address as reflected on the latest management certificate filed with the Office of the Collin County Clerk; or

(2) in person to the property owners' association's managing agent as reflected on the latest management certificate filed with the Office of the Collin County Clerk or to the address to which absentee and proxy ballots are mailed.

(b) The Association must estimate the costs for performance of the recount by a person qualified to tabulate votes as set forth below and must send an invoice for the estimated costs to the requesting Member at the Member's last known address according to the Association's records not later than the 20th day after the date the Association receives the owner's demand for the recount.

(c) The Member demanding a recount under this section must pay the invoice described by Subsection (b) in full to the Association on or before the 30th day after the date the invoice is sent to the Member.

(d) If the invoice described by Subsection (b) is not paid by the deadline prescribed by Subsection (c), the Member's demand for a recount is considered withdrawn and a recount is not required.

(e) If the estimated costs under Subsection (b) are lesser or greater than the actual costs, the Association must send a final invoice to the Member on or before the 30th business day after the date the results of the recount are provided. If the final invoice includes additional amounts owed by the Member, any additional amounts not paid to the Association before the 30th business day after the date the invoice is sent to the Member may be added to the Member's account as an assessment. If the estimated costs exceed the final invoice amount, the Member is entitled to a refund. The refund shall be paid to the Member at the time the final invoice is sent under this subsection.

(f) Following receipt of payment under Subsection (c), the Association shall, at the expense of the Member requesting the recount, retain for the purpose of performing the recount the services of a person qualified to tabulate votes under this subsection. The Association shall enter into a contract for the services of a person who:

(1) is not a member of the Association or related to a current Director 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 each person requesting the recount.

(g) On or before the 30th day after the date of receipt of payment for a recount in accordance with Subsection (c), the recount must be completed and the Association must provide each Member who requested the recount with notice of the results of the recount. If the recount changes the results of the election, the Association shall reimburse the requesting Member for the cost of the recount not later than the 30th day after the date the results of the recount are provided. Any action taken by the Board of Directors in the period between the initial election vote tally and the completion of the recount is not affected by any recount.

ARTICLE V

BOARD OF DIRECTORS

Section 5.01. Number and Qualification. The affairs of the Association shall be governed by a Board of Directors consisting, initially, of the three (3) persons set forth in the Association's Certificate of Formation. Except as otherwise provided for by law, during the Developer Control Period Declarant shall have the sole right to appoint the Board of Directors of the Association and fill any vacancy on the Board. At the first annual meeting of the Members after the expiration of the Developer Control Period, there shall be elected by the Members at least three (3) and no more than five (5) directors to the Board of Directors who shall thereafter govern the affairs of the Association until their successors have been duly elected and qualified. The number of individuals to sit on the Board of Directors may be increased over five (5) by amendment of these Bylaws.

Section 5.02. Powers and Duties. The Board of Directors shall have the powers and duties necessary for the administration of the affairs of the Association and for the operation and

maintenance of the Property and the Common Properties in keeping with the character and quality of the area in which it is located. The business and affairs of the Association shall be managed by or under the direction of the Board of Directors, which may exercise all such powers of the Association and do all such lawful acts and things as are not by statute, the Certificate of Formation, these Bylaws or the Declaration, directed or required to be exercised or done by the Members. The Board of Directors may, by adoption of such action in accordance with this Article V, delegate specific Association Management responsibilities to an authorized person or entity; provided, however, such delegation shall not relieve or release the Board of Directors of any duty to oversee, manage or direct the business and affairs of the Association. The Board of Directors shall be specifically authorized to promulgate and amend, from time to time, a policy setting forth procedures by which violation fines are to be levied for violations of the Declaration, the Design Guidelines, or any dedicatory instrument of the Association.

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

Section 5.04. Election and Term of Office. As to the first Directors elected by the Members following the termination of the Developer Control Period, the term of office for at least two (2) Directors shall be fixed at two (2) years and the term of office for the remaining Directors shall be fixed at one (1) year. Thereafter, the term of office for each Director shall be fixed at two (2) years. The Directors shall hold office until their successors have been elected and hold their first meeting, except as otherwise provided herein. The terms of Directors may be changed by amendment of these Bylaws.

Section 5.05. Vacancies. Vacancies in the Board of Directors after the Developer Control Period caused by death, resignation or disqualification (i.e., by any reason other than the removal of a Director by a vote of the Association's Members as set forth in Section 5.06 hereof) shall be filled by the unanimous vote of the remaining Directors, and each person so elected shall be a Director until the expiration of that term. Any Director elected by the Members who misses three (3) consecutive Board meetings may be removed by the Board. If the remaining Directors cannot unanimously agree on filling a vacancy, a special meeting of the Members shall be held to fill the vacancy through election. Vacancies caused by an increase in the Board of Directors shall be filled by a vote of the Members at a special or annual meeting of the Members. Vacancies in the Board of Directors caused by the removal of a Director by a vote of the Members of the Association shall be filled in the manner set forth in Section 5.06 hereof following the solicitation of candidates as provided in Section 209.00593 of the Texas Property Code.

Section 5.06. Removal of Directors by the Members. At any annual or special meeting of the Association duly called, any one or more of the Directors elected by the Members may be removed with or without cause by the affirmative vote of a majority of Members entitled

to vote who are present at a duly convened meeting. Any Director whose removal has been proposed by the Members shall be given an opportunity to be heard at the meeting. A successor may thereafter be elected to fill the vacancy thus created at a separate special meeting of the Members following the solicitation of candidates as provided in Section 209.00593 of the Texas Property Code.

Section 5.07. Regular Meetings. After the expiration of the Developer Control Period, regular meetings of the Board of Directors may be held at such time and place as determined, from time to time, by a majority of the Directors, but at least one (1) such meeting shall be held every six months.

Section 5.08. Special Meetings. Special meetings of the Board of Directors may be called by the President upon three (3) days' notice to each Director, given personally or by mail, telephone, electronic mail or facsimile, which notice shall state the time, place and purpose of the meeting. Special meetings of the Board of Directors shall be called by the President, Secretary or Assistant Secretary of the Association in like manner and on like notice on the written request of one (1) or more Directors.

Section 5.09. Action Without a Meeting. During the Developer Control Period, the Board of Directors may take action outside of a meeting, including voting by telephonic or electronic means, if each Director is given a reasonable opportunity to express the Director's opinion to all other Directors and to vote. The majority vote of all Directors is required to take action without a meeting. The Board of Directors may not take action on certain items during the Developer Control Period as provided by law. Any action so approved shall have the same effect as though taken at a meeting of the Directors.

Following the Developer Control Period, the Board of Directors may take action without a meeting by electronic or telephonic means if each Director is given a reasonable opportunity to express the Director's opinion to all other Directors and to vote. The majority vote of all Directors is required to take action without a meeting. Any action so approved shall have the same effect as though taken at a meeting of the Directors. Any action taken without a meeting must be summarized orally and documented in the minutes of the next regular or special meeting of the Board. Notwithstanding the foregoing, the Board may not act upon any of the following matters without a meeting: (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; (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; (9) lending or borrowing money; (10) the adoption or amendment of a dedicatory instrument; (11) the approval of an annual budget or the approval of an amendment of an annual budget that increases the budget by more than 10 percent; (12) the sale or purchase of real property; (13) the filling of a vacancy on the board; (14) the construction of capital improvements other than the repair, replacement, or enhancement of existing capital improvements; or (15) the election of an officer Members of the Board of

Directors may participate in a meeting by means of telephone or video conference or similar electronic communications equipment whereby all persons participating in the meeting can hear each other is saying or writing, and participation in a meeting pursuant to this Section 5.09 shall constitute presence in person at the meeting.

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

Section 5.11. Board of Directors' Quorum. At all meetings of the Board of Directors, a majority of the Directors in office shall constitute a quorum for the transaction of business, and the act of the majority of the Directors shall be the act of the Board of Directors. Directors present by proxy may not be counted toward a quorum. If at any meeting of the Board of Directors, there is less than a quorum present, the majority of those present may adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum shall be present. At any such adjourned meeting, any business which might have been transacted at the meeting as originally called may be transacted without further notice.

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

Section 5.13. Meeting by Electronic or Telephonic Means. Following the expiration of the Developer Control Period, a meeting of the Board of Directors may be held by electronic or telephonic means provided that:

- (1) each Director may hear and be heard by every other Director;
- (2) except for any portion of the meeting conducted in executive session:
 - (A) all Members in attendance at the meeting may hear all Directors; and
 - (B) Members are allowed to listen using any electronic or telephonic communication method used or expected to be used by a Director to participate; and
- (3) the notice of the meeting includes instructions for owners to access any communication method required to be accessible under Subsection (2)(B).

Members are not allowed to participate in discussions during meetings of the Board of Directors unless recognized by the presiding officer.

Section 5.14. Election of Directors. Following the expiration of the Developer Control Period, the appropriate number of members of the Board of Directors shall be elected by plurality vote at the annual or transition meeting of Members of the Association, which Members of the Association shall vote the number of votes set forth in the Declaration.

Section 5.15. Notice to Members of Board Meetings. The following shall not apply to meetings of the Board of Directors during the Developer Control Period except as otherwise provided by law. 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. For a regular meeting of the Board, notice shall be provided at least 144 hours before the start of the meeting by: (a) posting the notice on Association's website; and (b) sending the notice by e-mail to each owner who has registered an e-mail address with the Association. For special meetings of the Board, the notice shall be provided at least 72 hours before the start of the meeting by using the same notification methods for regular meetings.

ARTICLE VI

OFFICERS

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

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

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

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

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

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

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

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

Section 6.03. Assistant Secretary. The Assistant Secretary, if any, shall have all the powers and authority to perform all the functions and duties of the Secretary in the absence of the Secretary or in the event of the Secretary's inability for any reason to exercise such powers and functions or to perform such duties, and also to perform any duties as directed by the Secretary.

Section 6.09. Treasurer. (a) The Treasurer shall have custody of and be responsible for Association funds and for keeping full and accurate accounts of all receipts and disbursements in books belonging to the Association. The Treasurer shall deposit all monies and other valuable effects in the name and to the credit of the Association in such depositories as may from time to time be designated by the Board of Directors.

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

ARTICLE VII

INTERESTED DIRECTORS

Section 7.01. Interested Directors. This Section does not apply during the Developer Control Period. Following the expiration of the Developer Control Period, the Association may enter into an enforceable contract with a current Director, a person related to a current Director within the third degree by consanguinity or affinity, as determined under Chapter [573](#), Government Code, a company in which a current Director has a financial interest in at least 51 percent of profits, or a company in which a person related to a current Director within the third degree by consanguinity or affinity, as determined under Chapter [573](#), Government Code, has a financial interest in at least 51 percent of profits, only if the following conditions are satisfied:

(1) the Director, relative, or company bids on the proposed contract and the Association has received at least two other bids for the contract from persons not associated with the Director, relative, or company, if reasonably available in the community;

(2) the Director:

- (A) is not given access to the other bids;
- (B) does not participate in any board discussion regarding the contract; and
- (C) does not vote on the award of the contract;

(3) the material facts regarding the relationship or interest with respect to the proposed contract are disclosed to or known by the disinterested Directors and the disinterested Directors, in good faith and with ordinary care, authorize the contract by an affirmative vote of the majority of the disinterested Directors; and

(4) the Board certifies that the other requirements of this section have been satisfied by a resolution approved by an affirmative vote of the majority of the disinterested Directors.

ARTICLE VIII

AMENDMENTS TO BYLAWS

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

ARTICLE IX

EVIDENCE OF OWNERSHIP, REGISTRATION OF MAILING ADDRESS

Section 9.01. Proof of Ownership. Except for those Owners who purchase a Lot from Declarant, any person or entity, on becoming an Owner of a Lot, shall furnish to the Board of Directors or the Association's managing agent a true and correct copy of the original or a certified copy of the recorded instrument vesting that person or entity with an interest or ownership in the Lot, which copy shall remain in the files of the Association.

Section 9.02. Registration of Mailing Address. The Owner or several Owners of a Lot shall have the same registered mailing address to be used by the Association for the mailing of annual or monthly statements, notices, demands and all other communications, and such registered address shall be the only mailing address of a person or persons to be used by the Association. Such registered address of an Owner or Owners shall be deemed to be the mailing address of the Lot owned by said Owner or Owners unless a different registered address is furnished by such Owner(s) in writing to the Board of Directors within fifteen (15) days after transfer of title, or after a change of address. Such registration shall be in written form and signed by all of the Owners of the Lot or by such person(s) as are authorized by law to represent the interest of all of the Owner(s) thereof.

ARTICLE X

GENERAL

Section 10.01. Assessments and Liens. As more fully provided in the Declaration, each Member shall pay to the Association annual, special, and specific assessments which are secured by a continuing lien upon the lot against which the assessment is made. The Board of Directors may suspend a Member's privilege to use the Common Properties for failure to pay assessments.

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

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

Section 10.04. Books and Records. The books, records and accounts of the Association shall, at reasonable times upon reasonable written notice, be subject to inspection by any Member at such Member's sole cost and expense. The Declaration, the Certificate of Formation and the

Bylaws of the Association shall be available for inspection by any Member at the principal office of the Association, and copies of such documents may be purchased from the Association at a reasonable cost.

Section 10.05. Non-Profit Association. This Association is not organized for profit. No Member of the Association, member of the Board of Directors, officer or person from whom the Association may receive any property or funds shall receive or shall be lawfully entitled to receive any pecuniary profit from the operation thereof, and in no event shall any part of the funds or assets of the Association be paid as salary or compensation to, or distributed to, or inure to the benefit of, any member of the Board of Directors, officer or member; provided, however, that (1) reasonable compensation may be paid to any member, Director or officer while acting as an agent or employee of a third party for services rendered to the Association in effecting one or more of the purposes of the Association, and (2) any member, Director or officer may, from time to time, be reimbursed for his actual and reasonable expenses incurred in connection with the administration of the affairs of the Association.

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

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

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

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

IN WITNESS WHEREOF, we being all of the current Directors of Brookfield Melissa Homeowners Association, Inc., hereby adopt the foregoing Bylaws for the Association to be effective as of the date these Bylaws are filed of record with the Office of the Collin County Clerk.

[SIGNATURES TO FOLLOW]

Justin Jago

Justin Zuniga

Anthony McKenzie