



70 2006 00127413

Denton County
Cynthia Mitchell
County Clerk
Denton, Tx 76202

Supplement to Restriction?
Covenants 7/7/2006
EFF 8/10/2006

Instrument Number: 2006-127413

As

Restrictions

Recorded On: October 13, 2006

Parties: ADAMS ESTATE

To

Billable Pages: 3

Number of Pages: 3

Comment:

(Parties listed above are for Clerks reference only)

**** Examined and Charged as Follows: ****

Restrictions	24.00
Total Recording:	24.00

***** DO NOT REMOVE THIS PAGE IS PART OF THE INSTRUMENT *****

Any provision herein which restricts the Sale, Rental or use of the described REAL PROPERTY
because of color or race is invalid and unenforceable under federal law.

File Information:

Document Number: 2006-127413

Receipt Number: 330361

Recorded Date/Time: October 13, 2006 03:01:42P

User / Station: J Morris - Cash Station 1

Record and Return To:

ALLEN AND RIDINGER CONSULTING
109 W MAIN
LEWISVILLE TX 75057



THE STATE OF TEXAS }
COUNTY OF DENTON }

I hereby certify that this instrument was FILED in the File Number sequence on the date/time
printed hereon, and was duly RECORDED in the Official Records of Denton County, Texas.

C. Mitchell

County Clerk
Denton County, Texas

REC'D OCT 10 2006

**SUPPLEMENT TO
RESTRICTIONS AND COVENANTS
FOR
ADAMS ESTATES**

The undersigned owner of the property located in the Town of Flower Mound, Denton County, Texas and described on Exhibit A attached to Restrictions and Covenants recorded on July 7, 2006 under document number 2006-82121, hereby supplements those certain Restrictions and Covenants recorded on July 7, 2006 under document number 2006-82121. The following restrictions and covenants shall constitute covenants to run with the land described in the original Restrictions and Covenants recorded on July 7, 2006 under document number 2006-82121 and shall be binding upon the undersigned and all persons claiming under the undersigned for the benefit of all future owners.

1. Responsibility for Continuous and Perpetual Maintenance of Private Streets and Alleys. The Association shall be responsible for the continuous and perpetual operation, maintenance and/or supervision of all private streets and private alleys including, without limitation, all street lighting, street maintenance and cleaning, and the installation and maintenance of interior traffic control devices. Private streets and private alleys shall be maintained to the standards for public rights-of-way and easements and shall be subject to the approval of the Town of Flower Mound. Neither the foregoing responsibilities of the Association, nor this provision, may be altered without prior written approval of the Town of Flower Mound.

2. Acknowledgement of Ordinance Section 90-380(b). The Association hereby acknowledges the following provision, being Town of Flower Mound Ordinance Section 90-380(b), to-wit:

"The town shall have no obligation to maintain a private street or private alley. If a private street or private alley is not maintained in compliance with the requirements of this chapter, the town shall have the right, but not the obligation, to send written notice to the legal entity responsible for maintaining the private street or private alley that failure to comply with requirements in this chapter within 30 days shall entitle the town to take those actions necessary to put the private street or private alley in compliance. The legal entity responsible for maintaining the private street or private alley shall pay the town for the work performed within a period of 120 days from the presentation of the bill. Failure to pay the bill within the required time shall be deemed an intent by the owners of the private street or private alley to dedicate such private street or private alley to the town for public use."

3. No Other Modification. Other than supplementation as set forth above, the Restrictions and Covenants recorded on July 7, 2006 under document number 2006-82121 shall remain as written.

Town of Flower Mound
Planning Services
2121 Cross Timbers Rd
Flower Mound, TX 75028

Executed to be effective August 10, 2006.

Adams-Lindsey Estates, L.P.

By: ALE Genpar, Inc., General Partner

By: *Daymond Lindsey*
Daymond Lindsey, President

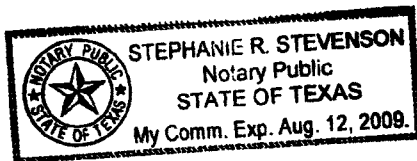
THE STATE OF TEXAS

COUNTY OF DENTON

The foregoing instrument was acknowledged before me this 10 day of October 2006, by Daymond Lindsey, President of ALE Genpar, Inc. as general partner of Adams-Lindsey Estates, L.P., a Texas limited partnership on behalf of said entities.

My commissions expires:

Stephanie Stevenson
Notary Public, State of Texas



Denton County
Cynthia Mitchell
County Clerk
Denton, TX 76202

By Laws

EFF 6/28/2006



Instrument Number: 2006-82122

As

Recorded On: July 07, 2006

Misc General Fee Doc

Parties: ADAMS EST

To

Billable Pages: 13

Number of Pages: 13

Comment:

**** Examined and Charged as Follows: ****

Misc General Fee Doc	64.00
Total Recording:	64.00

***** THIS PAGE IS PART OF THE INSTRUMENT *****

Any provision herein which restricts the Sale, Rental or use of the described REAL PROPERTY
because of color or race is invalid and unenforceable under federal law

File Information:

Document Number: 2006-82122
Receipt Number: 304449
Recorded Date/Time: July 07, 2006 03:38P

Record and Return To:

TOWN OF FLOWER MOUND
2121 CROSS TIMBERS
FLOWER MOUND TX 75028

User / Station: J Morris - Cash Station 1



THE STATE OF TEXAS }
COUNTY OF DENTON }

I hereby certify that this instrument was FILED in the File Number sequence on the date/time
printed hereon, and was duly RECORDED in the Official Records of Denton County, Texas.

Cynthia Mitchell

County Clerk
Denton County, Texas

**BYLAWS OF
ADAMS ESTATES HOMEOWNERS ASSOCIATION, INC.**

GENERAL

The Adams Estates Homeowners Association, Inc. is the "Association" described within the "Restrictions and Covenants for Adams Estates" (herein referred to as the "Declaration") within the Town of Flower Mound, Denton County, Texas. Such Declaration text was originally recorded in the Deed Records of Denton County, Texas and incorporated herein by reference for all purposes. For convenience, several of the provisions of the Declaration may be repeated or summarized within these Bylaws. The remaining terms and provisions of these Bylaws are intended to complement and supplement the Declaration. In the event of any conflict or ambiguity between the Declaration and these Bylaws and unless otherwise required by law, the terms and conditions of the Declaration shall control and govern.

**ARTICLE I.
CORPORATE NAME AND PRINCIPAL PLACE OF BUSINESS**

Section 1. CORPORATE NAME. The name of this corporation shall be ADAMS ESTATES HOMEOWNERS ASSOCIATION, INC.

Section 2. PRINCIPAL OFFICE. The principal office of this corporation shall be in Flower Mound, Texas.

Section 3. DEFINITIONS. As used in these Bylaws the following definitions shall be applicable:

(a) "Certificate" shall mean the Certificate of Formation of Adams Estates Homeowners Association, Inc., filed in the office of the Secretary of State of the State of Texas, as said Certificate may be amended from time to time.

(b) "Corporation" shall mean Adams Estates Homeowners Association, Inc., a Texas non-profit corporation, its successors and assigns, and is sometimes hereinafter also referred to as the "Association".

(c) "Declaration" shall mean the Restrictions and Covenants for Adams Estates, as the same may from time to time be amended.

(d) "Member" shall mean and refer to each Owner and subsequent buyer of the fee simple interest of any Lot within Adams Estates. Each Owner and subsequent buyer shall automatically and mandatorily become a Member of the Association. Each and every Owner shall and must take such affirmative steps as are necessary to become and remain a Member of and in good standing in, the Association. The foregoing does not include persons or entities that hold an interest in any lot merely as security for the performance of an obligation.

Return to:
Town of FM
2121 Cross Timbers Rd
Flower Mound TX
75028

(e) "Owner" shall mean and refer to the holder(s) of record title to the fee simple interest of any Lot whether or not such holder(s) actually reside on any part of the Lot.

(f) "Board" shall mean and refer to the Board of Directors of the Association.

(g) "Bylaws" shall mean and refer to the Bylaws of the Association, as adopted and amended from time to time in accordance with the provisions of the Texas Non-Profit Corporation Act and the Declaration.

(h) "Adams Estates" shall mean all real property located in the County of Denton, State of Texas, which is subject to the Declaration, together with such other real property as may from time to time be annexed thereto.

(i) "Adams Estates Rules" shall mean the rules adopted by the corporation as they may be amended from time to time.

(j) "Design Guidelines" shall mean and refer to those particular standards, restrictions, guidelines, recommendations and specifications applicable to most of the aspects of construction, placement location, alteration, maintenance and design of any improvements to or within the property, and all amendments, bulletins, modifications, supplements and interpretations thereof.

ARTICLE II.

SEAL

Section 1. The corporation shall have no seal.

ARTICLE III.

REGISTERED OFFICE AND REGISTERED AGENT

Section 1. REGISTERED OFFICE. The corporation shall maintain a registered office in the state, and the address shall be reflected in the Certificate.

Section 2. REGISTERED AGENT. The corporation shall have and continuously maintain in the state a registered agent on whom service or summons may be had and whose business address is identical with the registered office of the corporation. The Board of Directors shall have authority to appoint or change, from time to time, the registered agent of this corporation and the agent's name shall be reflected in the Certificate.

ARTICLE IV.

BOARD OF DIRECTORS, ELECTION, QUORUM, COMPENSATION, VACANCIES, REMOVAL, POWERS

Section 1. NUMBER. The number of Directors of this corporation shall be three (3). All Directors of this corporation must be legally competent to enter into contracts; however, Directors need not also be Members of the corporation. The authorized number of Directors of

the corporation may be changed only by amendment of the Declaration.

Section 2. ELECTION AND TERMS. The Directors named in the Certificate shall hold office until the next annual meeting of the Members and until his successor is determined either at an annual meeting or at a special meeting of the Members. Subject to the foregoing and Sections 5 and 6 hereof, the Directors shall be determined annually at an annual or special meeting of the Members. The nominations shall be made and the votes shall be cast as set forth in the Declaration. Their terms of office shall be for one (1) year and thereafter until their successors are elected and qualified. At all elections of Directors, there must be present in person or by proxy a majority of the votes entitled to be cast.

Section 3. QUORUM. Except as herein otherwise specifically provided a majority of the authorized number of Directors shall constitute a quorum of the Board of Directors for the transaction of business. Every act done or decision made by a majority of the Directors present at a meeting duly held at which a quorum is present shall be the act of the Board of Directors; provided, however, a majority of the Board of Directors present at any meeting, in the absence of a quorum, may adjourn any meeting of the Board of Directors from day to day, but may not transact any business except the filling of vacancies on the Board of Directors as in these Bylaws hereinafter provided.

Section 4. COMPENSATION. Directors as such shall not receive compensation authority for their services, but may receive reimbursement for expenses incurred when duly authorized by the Board of Directors; provided, however, nothing herein contained shall be construed to preclude any Director from providing services to the corporation in any other capacity and receiving compensation therefore.

Section 5. VACANCIES. Any vacancy or vacancies in the Board of Directors may be filled by a majority of the remaining Directors, or by a sole remaining Director, and each Director so chosen shall hold office until his successor is determined as provided in the Declaration. A vacancy or vacancies in the Board of Directors shall be deemed to exist in case of death, resignation, mental disability, or legal disqualification to serve of any Directors, or if the Members fail at any annual, regular or special meeting or Members to elect the full authorized number of Directors to be voted for at the meeting.

Section 6. REMOVAL. All of the elected members of the Board of Directors, or any one of them, may be removed from office, with or without cause, by a vote at any annual or special meeting of Members. In case any one or more Directors be so removed, new Directors may be elected at the same meeting. The Board of Directors shall declare vacant the office of an elected Director if he be declared of unsound mind by an order of court, or convicted of a felony, or upon legal disqualification to serve as a Director, or may do so if within sixty (60) days after notice of his election, he does not either accept such office in writing or attend a meeting of the Board of Directors and fulfill such other requirements of qualifications as these Bylaws specify.

Section 7. POWERS AND DUTIES. Subject to express limitations of the Declaration and the Certificate and pertinent restrictions of the Texas Statutes, all corporate powers shall be exercised by or under the authority of, and the business and affairs of the corporation shall be

controlled by, the Board of Directors. Without prejudice to such general powers, but subject to the limitations herein set forth, the Board of Directors shall have the power:

1. To conduct, manage and control the affairs and business of the corporation, and to make such rules and regulations therefor, not inconsistent with law, the Declaration, the Certificate of Formation, and these Bylaws, as they deem best.
2. To appoint an executive committee and any other committees which may seem to them advisable, and to delegate to the executive committee, or any such other committee subject to control of the Board of Directors, any of the powers and authority of the Board, except the power to adopt, amend or repeal these Bylaws; provided however, that any such executive committee shall act only in the interval between meetings of the Board and shall be subject at all times to control and direction of the Board.
3. To elect and remove at pleasure all the officers, agents and employees of the corporation, prescribe such duties for them as may not be inconsistent with laws, the Declaration, the Certificate of Formation, and these Bylaws, fix the terms of their offices and in the Boards discretion, require from such officers, agents and employees security for faithful service.
4. Subject to the provisions of Section 2 of ARTICLE I of these Bylaws, to fix, from time to time, the office of the corporation, and to designate from time to time any place or places where meetings of the Members and/or Directors of this corporation may be held; to adopt and use a corporate seal, and to alter the from of such seal from time to time, as in their judgment may seem best.
5. Subject to the power of the Members to adopt, amend or repeal these Bylaws, the Board of Directors shall have the power to adopt, amend or repeal these Bylaws by unanimous vote of all Directors so long as such amendment does not conflict with the laws, the Declaration, or the Certificate of Formation and subject to the written approval of The Town of Flower Mound, as may be required by The Town of Flower Mound.
6. The Board of Directors may fix a time, in the future not exceeding thirty (30) days preceding the date of any meeting of the Members, as a record date for the determination of the Members entitled to notice of such meeting and in such case only Members of record on the date so fixed shall be entitled to notice of such meeting, notwithstanding any change of any membership in the corporation after any record date fixed as aforesaid.
7. Subject only to express limitations and restrictions contained in the Declaration and Certificate of Formation, the Board of Directors may authorize the corporation to borrow from time to time, upon such terms as it may determine, and may secure such borrowings by pledges of personal property.

8. Generally to do and perform every act and thing whatsoever that may pertain to the office of a Director or to a Board of Directors.

ARTICLE V.
MEETINGS OF DIRECTORS

Section 1. PLACE OF MEETINGS. Any meeting (whether regular, annual, special or adjourned) of the Board of Directors of the corporation may be held at any place which has been heretofore designated for that purpose by resolution of the Board of Directors.

Section 2. ANNUAL MEETINGS. Annual meetings of the Board of Directors, of which no notice need be given, shall be held immediately after the adjournment of each annual meeting of the Members.

Section 3. REGULAR MEETINGS. In its discretion, regular meetings of the Board of Directors may be held monthly without notice, at such time and place as shall be determined by the Board.

Section 4. SPECIAL MEETINGS. Special meetings of the Board of Directors may be called at any time by order of the President or of any Vice President or of two or more of the Directors: provided, however, in the event not more than two (2) Directors are then serving, such special meeting may be called by order of any one (1) Director.

Section 5. NOTICE OF SPECIAL MEETINGS. Notice of the time and place of all special meetings of the Board of Directors shall be given to each Director by personal delivery or by mail of a written or printed notice, or confirmed facsimile at least one (1) week before the time fixed for holding said meeting. Each Director shall register his address with the Secretary of the corporation and notice of meetings sent or given as herein provided to such address shall be valid notice of such meeting.

Section 6. WAIVER AND CONSENT. The transaction of any meeting of Directors, however called or noticed, shall be valid as though had at a meeting duly held after regular call and waiver of notice, if a quorum is present, and if either before or after the meeting each of the Directors not present signs a written waiver of notice or a consent to the holding of such meeting, or an approval of the minutes thereof.

Section 7. BUSINESS AT A SPECIAL OR ADJOURNED MEETING. Any business which might be done at a regular or annual meeting of the Board of Directors may be done at a special or at an adjourned meeting of the Board, and no notice whatsoever need be given of any such adjourned meeting if the time and place of such meeting be fixed at the meeting adjourned.

Section 8. NO MEETING. Any action which might be taken at a meeting of the Board of Directors may be taken without a meeting if a record or memorandum thereof is made in writing and signed by all of the members of the Board of Directors.

ARTICLE VI.
OFFICERS

Section 1. ELECTION AND QUALIFICATIONS. The officers of this corporation shall consist of a President, Secretary and Treasurer or any combination thereof allowed by Texas State Law. Officers shall be elected by the Board of Directors and the President must be elected from the Directors.

The same qualified person may be chosen for and hold any of the two or more offices of the corporation, except the same person may not hold both the office of President and Secretary, or President and Vice President; and no officer shall execute, acknowledge, or verify any instrument in more than one capacity if such instrument be required by law or these Bylaws to be executed, acknowledged, or verified, as the case may be, by any two or more officers. The Board of Directors, if it deems advisable, may elect at any time, as additional officers of this corporation, one or more Vice Presidents, one or more Assistant Secretaries and/or one or more Assistant Treasurers, with such powers as the Board shall from time to time prescribe. The Board of Directors may require any officer or agent to give bond or other security for the faithful performance of their duties.

Section 2. TERMS AND COMPENSATION. The term of office of each of said officers shall be fixed and determined by the Board of Directors and may be altered by the Board of Directors from time to time, and at any time at its pleasure. Officers of the corporation shall serve without compensation for their services, but may receive reimbursement for expenses incurred when duly authorized by the Board of Directors; provided, however, nothing herein contained shall be construed to preclude any officer from providing services to the corporation in any other capacity and receiving compensation therefor.

Section 3. REMOVAL. All officers and all agents of the corporation may be removed with or without cause, upon such conditions, and in such manner as may be determined by the officer making the appointment or by the Board of Directors, whenever such removal is believed by such officer or the Board to be for the best interest of the corporation.

ARTICLE VII.
PRESIDENT

Section 1. POWERS AND DUTIES. The powers and duties of the President shall be:

1. To preside at all meetings of the Members and the Board of Directors.
2. To call meetings of the Members and all meetings of the Board of Directors, to be held at such times and places as provided by these Bylaws.
3. To affix the signature of the corporation to all deeds, conveyances, mortgages, leases, easement, obligation, bonds, certificates and other papers and instruments in writing that may require the same, and to supervise and control subject to the direction of the Board of Directors, all officers, agents and employees of the

corporation.

Section 2. PRESIDENT PRO TEMPORE. If neither the President nor any Vice President is present at any meeting of the Board of Directors, or of the shareholders, a President Pro Tempore may be chosen to preside and act at such meeting.

ARTICLE VIII. VICE PRESIDENTS

Section 1: POWERS AND DUTIES. In case of the absence, disability or death of the President, the Vice President senior in point of time of election shall take his place and perform his duties: provided, however, a Vice President who is not a Director shall not succeed to the office of-President. Vice President of this corporation shall have such other powers and perform such other duties as may be granted or prescribed by the Board of Directors.

ARTICLE IX. SECRETARY

Section 1. POWERS AND DUTIES. The powers and duties of the Secretary shall be:

1. To keep full and complete records of the proceedings of the Board of Directors and of the meetings of the Members.
2. To make service and publication of all notices that may be necessary or proper and without command or direction from anyone. In case of absence, inability, refusal, or neglect of the Secretary to make service or publication of any notice, then such notice may be served or published by the President or a Vice President, or by any person thereunto authorized by either of them, by the Board of Directors or by the Members holding a majority of the votes of the corporation.
3. To supervise and control the keeping of the accounts and books of the corporation.
4. To transfer upon the books of the corporation any and all changes in its membership; provided, however, that no change of membership shall be recorded or shall have any validity whatsoever, until and unless a copy of the original recorded document of title transferring fee ownership to a lot in Adams Estates is presented to and filed with the Secretary of the corporation.
5. In the case of the absence, disability or death of the President and at a time in which there is no Vice President of the corporation or Vice President of the corporation eligible and qualified to assume the duties of President as provided in ARTICLE VIII hereof, the Secretary or Secretary Treasurer, as the case may be, shall have the power and duty to call a special meeting of the Board of Directors in accordance with these Bylaws for the purpose of electing a new

President.

6. Generally to do and perform all such duties as pertain to his office and as may be required by the Board of Directors.

ARTICLE X. **TREASURER**

Section 1. POWERS AND DUTIES. The Treasurer shall receive all monies belonging to or paid into the corporation and give receipts therefor, and shall deposit such monies, as he shall be directed by the Board of Directors, with one or more solvent and reputable banks or bankers to be designated by the Board of Directors, and shall keep full and complete records of the funds received and the disbursements thereof. He shall render to the Members at the regular meeting thereof, and also to the Board of Directors at any meeting thereof, or from time to time, whenever the Board of Directors or the President may require, an account of all financial transactions as Treasurer and of the financial condition of the corporation, and shall perform such other duties as may from time to time be prescribed by the Board of Directors. He shall exhibit or cause to be exhibited the books of the corporation to the Board of Directors, or to any committee appointed by the Board, or to any Director on application during business hours, or to any other person entitled to inspect such books pursuant to pertinent provisions of the laws of the State of Texas.

ARTICLE XI. **COMMITTEES**

Section 1. GENERAL. Committees 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 are hereby authorized. Such committees shall perform such duties and have such powers as may be provided in the resolution. Each committee shall operate 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. The Board shall appoint the chairperson of each committee who shall preside at its meetings and who shall be responsible for transmitting any and all communications to the Board of Directors.

Section 2. ARCHITECTURAL CONTROL COMMITTEE. The Board of Directors shall appoint an Architectural Control Committee consisting of at least three (3) individuals to act in accordance with the provisions of the Declaration and the overall design guidelines.

ARTICLE XII. **MEETINGS OF MEMBERS**

Section 1. PLACE OF MEETINGS. Notwithstanding anything to the contrary in these Bylaws provided, any meeting (whether annual, special or adjourned) of the Members of this corporation may be held at any place within Denton County which has been designated therefor by the Board of Directors.

Section 2. ANNUAL MEETINGS. Unless otherwise specified by the Board, the annual meeting of the Members shall be held at the principal office of the corporation at the hour of ten o'clock in the forenoon on the third Wednesday in January each year, if not a legal holiday. At the annual meeting Directors of the corporation shall be determined, reports of the affairs of the corporation shall be considered, and any other business may be transacted which is within the powers of the Members to transact.

No notice need be given of the annual meeting of the Members except that at least ten (10) days written notice of the general nature of the business or proposal shall be given to each Member and The Town of Flower Mound (if required by The Town of Flower Mound) as in the case of a special meeting of the Members before action may be taken at such meeting upon any of the following proposals:

- (a) To sell, lease, convey, exchange, transfer or otherwise dispose of all or substantially all of the property and assets of the corporation;
- (b) To amend the Bylaws;
- (c) To amend the Certificate of Formation, except to extend the term of corporation existence or change registered office or agent;
- (d) To merge or consolidate with another corporation, domestic or foreign;
- (e) To wind-up and dissolve the corporation;
- (f) To adopt a plan of distribution of any consideration, other than money, in the process of winding up; or
- (g) To amend the Declaration.

In the event the annual meeting is not timely held, or the Directors are not determined at such annual meeting, the Directors may be determined at any special meeting held for that purpose, and it shall be the duty of the President, Vice President (if any), or Secretary upon the demand of any Member entitled to vote at such meeting, to call such special meeting.

Section 3. SPECIAL MEETINGS. Special meetings of the Members may be called at any time by the President, or by the Board of Directors, or by one or more Members holding more than fifty percent (50%) of the votes of the corporation entitled to be cast at any meeting of the Members.

Section 4. NOTICE OF SPECIAL MEETINGS. Notice of special meetings of Members shall be given by written notice personally served on each Member, or deposited in the United States mail, postage prepaid, and addressed to them at their address appearing on the books of the corporation or supplied by them to the corporation for the purpose of notice at least ten (10) days before the time fixed for holding said meeting; provided, however, that if a Member has supplied no address or if the place of business or residence of the Member is not known to the

Secretary, then notice shall be deemed to have been given to him if posted on a lot owned by the Member in Adams Estates at least ten (10) days before the time fixed for holding said meeting.

Upon a request being made by written notice to the President, a Vice President, or the Secretary by any person or persons empowered to call such meeting as provided herein, such officer shall give notice to the Members that such meeting has been called for the purpose or purposes stated in such request and is to be held at a specific time, which time as fixed by such officer shall not be less than ten (10) days after receipt of such request. If notice of such meeting is not given to the Members by such officer within seven (7) days after receipt of such request, such person or persons empowered to make the request may fix the time of meeting and give notice thereof in the manner provided by these Bylaws.

Section 5. CONSENT AND WAIVER OF NOTICE. Any transaction of the Members at any meeting thereof, regardless of how and whether call was made or notice given, shall be as valid as though transacted at a meeting duly held after regular call and notice, if a quorum be present, either in person or by proxy, and if, either before or after the meeting, each of the Members entitled to vote and not present in person or by proxy signs a written waiver of notice or a consent to the holding of such meeting, or an approval of the minutes thereof. All such waivers, consents, or approvals shall be filed with the Secretary or made a part of the records of the meeting.

Whenever any notice whatsoever is required to be given under the provisions of these Bylaws, a waiver thereof in writing signed by the person or persons entitled to such notice, whether before or after the time stated therein, shall be deemed equivalent to the actual giving of such notice.

Any action, which under any provisions of these Bylaws might be taken at a meeting of the Members, may be taken without a meeting if a record or memorandum thereof be made in writing and signed by all of the holders of all of the votes entitled to be cast at a meeting for such purpose and such record or memorandum be filed with the Secretary and made a part of the corporate records.

Section 6. QUORUM, VOTING AND PROXIES. At all meetings of the Members (whether annual, special or adjourned), the presence in person or by proxy in writing of the holders of a majority of the votes entitled to be cast at such meeting shall constitute a quorum for the transaction of business. The record ownership of each lot, as specified in the Declaration shall be entitled to one (1) vote to be cast by the owner or owners thereof, all as more specifically provided in the Declaration. All proxies shall be in writing and subscribed by the party to be represented thereby, or by his duly authorized attorney, and no such proxy shall be valid or confer any right or authority to vote or act thereunder unless such proxy has been offered for filing to and left with the Secretary of the corporation prior to the meeting at which the same is to be used. No proxy shall be valid after the expiration of thirty (30) days from the date of its execution. The vote for Directors (and upon demand of any Member, the vote upon any question before the meeting) shall be by ballot. All elections shall be had and, except as otherwise provided in the Declaration, the Certificate or these Bylaws, all questions shall be decided by a plurality vote of the Members present in person or by proxy at a meeting at which a quorum is

present.

Section 7. VOTING LIST. The Secretary shall, before each Members' meeting, and as of forty-eight (48) hours prior to the convening of such meeting, make a list of all persons entitled to vote at such meeting, arranging the names alphabetically, with the number of votes entitled to be voted by each set opposite the respective names. The Secretary shall also produce the membership ledger, or a duplicate thereof, together with such list and keep the same available to Members during the business hours of at least one (1) full day immediately preceding the convening thereof and until the close of such meeting, and the same shall be subject to inspection at any time during such period by any Member or person then present representing shares of the corporation.

Section 8. ADJOURNMENTS. Any business which might be transacted at an annual meeting of the Members may be done at a special or at an adjourned meeting. If no quorum be present at any meeting of the Members (whether annual, special or adjourned), such meeting may be adjourned by those present from day to day, or from time to time, until such quorum be obtained, such adjournment and the reasons therefore being recorded in the journal or minutes of proceedings of the Members, and no notice whatsoever need be given of any such adjourned meeting if the time and place of such meeting be fixed at the meeting adjourned.

Section 9. TRANSFERS. The Secretary shall maintain a membership ledger showing the record owner of each lot. Upon the sale of a lot by any Member, the rights of that Member in the corporation shall cease, though such transfers shall not impair any obligation of the Member to the corporation. Upon recordation of the deed to the lot, the new owner shall become a Member of the corporation for the purposes of all duties and obligations specified in the Declaration, the Certificate, and the Adams Estates Rules. The new owner may obtain the rights and privileges of membership in the corporation by filing with the Secretary of the corporation a copy of the recorded deed by which such Member obtained ownership, and providing to the Secretary in writing the address to which any notice should be sent. The address may be changed at any time by filing with the Secretary an instrument in writing setting forth such change in address, and signed by all of the owners for which the change is effective.

ARTICLE XIII. AMENDMENTS

Section 1. METHOD OF AMENDMENT. These Bylaws may be amended or repealed and new and additional Bylaws may be made from time to time and at any time by Members who represent at least two-thirds of the votes of the corporation entitled to be cast with respect thereto, or by the written assent of such Members and upon written approval of The Town of Flower Mound if required by The Town of Flower Mound. Subject to the right of the Members to amend or repeal these Bylaws, the same may be amended or repealed by the Board of Directors in the exercise of the power granted to said Board of Directors in ARTICLE IV, Section 7, subdivision Fifth to these Bylaws.

ARTICLE XIV.
MISCELLANEOUS PROVISIONS

Section 1. INSTRUMENTS IN WRITING. All checks, drafts, demands for money and notes of the corporation, and all written contracts of the corporation shall be signed by such officer or officers, agent or agents, as the Board of Directors may from time to time by resolution designate. No officer, agent, or employee of the corporation shall have power to bind the corporation by contract or otherwise unless authorized to do so by the Board of Directors.

Section 2. ANNUAL REPORT. The Board of Directors of the corporation shall not be required to prepare an annual report for the Members, except upon request in writing of the Members representing a majority of the votes of the corporation entitled to be cast.

Section 3. INSPECTION OF BOOKS. The Directors shall determine from time to time whether and, if allowed, when and under what conditions and regulations the corporate records and accounts (except such as may be by statute specifically open to inspection), or any of them, shall be opened to the inspection of the Members, and the Members' rights in this respect are and shall be restricted and limited accordingly, subject to the laws of the State of Texas.

Section 4. FISCAL YEAR. The fiscal year of this corporation shall be fixed by proper resolution of the Board of Directors.

KNOW ALL MEN BY THESE PRESENTS:

That we, the undersigned, being all of the Directors of the above-named corporation, incorporated, organized and existing under and by virtue of the laws of the State of Texas, do hereby certify that the foregoing Bylaws, consisting of fourteen (14) Articles were duly adopted as the Bylaws of said corporation on this 28 day of JUNE, 2006.



Leland H. Ridinger

Earl Adams
Earl Adams

Barbara Adams
Barbara Adams

Daymond Lindsey
Daymond Lindsey

Denton County
Cynthia Mitchell
County Clerk
Denton, TX 76202

RESTRICTIONS & COVENANTS

EFF 11/1/2006

00082121

Instrument Number: 2006-82121

As
Restrictions

Recorded On: July 07, 2006

Parties: ADAMS EST

To

Billable Pages: 8

Number of Pages: 8

Comment:

** Examined and Charged as Follows: **

Restrictions	44 00
Total Recording:	44.00

285

***** THIS PAGE IS PART OF THE INSTRUMENT *****

Any provision herein which restricts the Sale, Rental or use of the described REAL PROPERTY
because of color or race is invalid and unenforceable under federal law

File Information:

Document Number: 2006-82121

Receipt Number: 304449

Recorded Date/Time: July 07, 2006 03:38P

User / Station: J Morris - Cash Station 1

Record and Return To:

TOWN OF FLOWER MOUND

2121 CROSS TIMBERS

FLOWER MOUND TX 75028



THE STATE OF TEXAS }
COUNTY OF DENTON }

I hereby certify that this instrument was FILED in the File Number sequence on the date/time
printed hereon, and was duly RECORDED in the Official Records of Denton County, Texas.

Cynthia Mitchell

County Clerk
Denton County, Texas

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RESTRICTIONS AND COVENANTS
FOR
ADAMS ESTATES

The undersigned owner of the property located in the Town of Flower Mound, Denton County, Texas and described on Exhibit A hereto, hereby specifies that this declaration shall constitute covenants to run with the described land and shall be binding upon the undersigned and all persons claiming under them for the benefit of all future owners. The purpose of this declaration is for improving, developing and restricting the said property as hereinafter specified.

ARTICLE I
DEFINITIONS

1. Association shall mean and refer to an incorporated association of members of all Lot Owners together with its duly elected and appointed officers and representatives within the Subdivision embraced by this declaration, whose principal purpose is to maintain and provide common community facilities and services respecting Common Areas and easements thereon for the common use and enjoyment of all Lot Owners and residents therein. Each Lot Owner, their heirs, successors and assigns shall be a member of the Association.
2. Member or Lot Owner shall mean and refer to the record owner, whether one or more persons, firms or corporations, of the fee simple title to any Lot within the Subdivision, but shall not mean or refer to a mortgagee unless and until such mortgagee has acquired title pursuant to foreclosure or any other lawful proceeding in lieu of foreclosure.
3. Lot shall mean and refer to any numbered tract or parcel of land, embraced by any present or future plat of this Subdivision upon which approved residential buildings and appurtenances may be built. The term Lot shall not include those parcels and tracts of land designated as Common Areas on any present or future plat of the Subdivision. Any Lot Owner who owns two Lots with one residence thereon shall be considered to be the owner of one Lot for purposes of membership in the Association and for assessments. Any licensed builder who is a Lot Owner shall not be a member of the Association unless he occupies a residence on the Lot.
4. Subdivision shall mean and refer to all land described in the attached Exhibit "A" whether platted at the present time or in the future and including lots made subject to these covenants by joinder, ratification, agreement, conveyance or bequest.
5. Plat shall mean and refer to any recorded plat or re-plat of the Subdivision embraced by this declaration as filed in the plat records of Denton County, Texas.
6. Developer shall mean and refer to Adams-Lindsey Estates, Ltd., together with their successors and/or assigns.
7. Common Area shall mean and refer to those areas of land so designated and embraced by

Return to:
Town of FM.
2121 Cross Timbers Rd
Flower Mound TX 75028

any present or future plat of this Subdivision which are reserved for the common use, enjoyment and mutual benefit of the Lot Owners and their guests. Common Areas shall also include utility and drainage easement as shown on any recorded plat and any buildings or facilities thereon.

8. Approved shall mean and refer to favorable action taken by the Association or its duly appointed representatives.

ARTICLE II
ASSOCIATION
CREATION, MEMBERSHIP AND RIGHTS OF MEMBERS

1. Homeowners Association. The Developer shall create a Texas nonprofit corporation (Association) under the laws of the State of Texas which shall have the power and obligation of perpetually managing and maintaining, repairing, replacing, improving and insuring the Common Areas, facilities and easements within this Subdivision. The Association shall collect assessments and make disbursements of proceeds and shall take appropriate disciplinary action concerning delinquent accounts. The Association shall be known as the ADAMS ESTATES HOMEOWNERS ASSOCIATION, INC.
2. Membership and Voting. Upon sale of a Lot subject to these covenants, the purchaser shall automatically become a Member of the Association. Membership in the Association is mandatory and no Member may resign his or her Membership except by sale or transfer of his or her Lot; provided, that such sale or transfer shall not relieve the selling or transferring Member of his or her liability for all dues and fees owed to the Association through the date of such sale or transfer. Membership shall be subject to all provisions of this declaration and to the Association's Articles of Incorporation and Bylaws, as the same may be amended from time to time. The foregoing is not intended to include persons or entities who hold an interest merely as security for the performance of an obligation. A membership in the Association shall not be transferred, pledged or alienated in any way except on the sale of such Lot (and then only to such purchaser) or by intestate succession, testamentary disposition, foreclosure of mortgage of record, or other legal process. The record owner of a Lot shall be a mandatory Member of the Association and be entitled to one vote. Any joint owner shall designate to the Association in writing the name of the person entitled to vote said membership. At the discretion of the Association, no certificates of membership need be issued, and if certificates are not issued, membership shall be evidenced by an official list of Members kept by the Secretary of the Association. Until January 1, 2010, or until 75% of the then platted lots in the land described in Exhibit "A" are occupied by Lot Owners, whichever shall occur first, the Developer shall be entitled to three (3) votes for each platted Lot owned by the Developer except upon any vote on a capital improvement proposed by the Developer to be borne and paid by the Homeowners Association, in which case Developer shall have one vote for each platted Lot. These Restrictions and Covenants may be amended by a vote of two thirds of all votes entitled to vote on any matter.

3. The Developer shall convey title of the common area, free of encumbrance, to the ADAMS ESTATES HOMEOWNERS ASSOCIATION, INC. on or before January 1, 2008.
4. Board of Directors. The business and affairs of the Association shall be managed by a board of directors. The number of Directors of this corporation shall be three (3). All Directors of this corporation must be legally competent to enter into contracts; however, Directors need not also be Members of the corporation. The authorized number of Directors of the corporation may be changed only by amendment of the Declaration. At each annual election the Members shall elect directors to hold office until the next succeeding annual meeting. Directors shall meet at least twice annually. Any vacancy occurring in the Board of Directors may be filled by the affirmative vote of the majority of the remaining directors. A director elected to fill a vacancy shall be elected for the unexpired term of his predecessor in office.

ARTICLE III
COMMON AREAS
OWNERSHIP USE AND PROPERTY RIGHTS

1. Common Areas and Ownership. The Common Areas designated and shown on any recorded plat of this Subdivision shall be owned by the Association for the benefit of the Members within this Subdivision. The costs of perpetual maintenance, upkeep and improvements thereon shall be borne on an equal basis by all Members of the Association.
2. Land Use Within the Common Areas shall be restricted to activities and improvements related to park, recreation and open space uses including, but not limited to, physical fitness, designated auto parking clusters, landscape areas, outdoor lighting, signs relevant to the development thereof, screening and fencing devices.
3. Dedication or Transfer of Fee Title Common Areas to any public agency or authority or authority or public utility shall not be made unless the dedication and transfer and purpose, location and condition thereof are agreed to in an instrument in writing entered into between the parties involved and which is signed by two thirds of the members of the Association and is accepted by representatives of such public entity. Until January 1, 2010, there shall be no conveyance.

ARTICLE IV
ASSESSMENTS

1. Assessments or Charges and special assessments for improvements shall be fixed, established and collected from time to time by the Association as hereinafter provided. Such Assessments and special assessments together with such interest and costs of collection shall be a charge on the land and shall be a continuing lien upon the property against which each such assessment is made provided, however, the lien reserved herein shall be subordinate to any mortgage lien on any Lot. Each such assessment, together

with such interest and cost of collection shall also be the personal obligation of the person who was the owner of such property at the time of assessment. Assessments shall be applied on an equal basis to all Members of the Association. Assessments levied by the Association shall be used for improvement and maintenance of properties, services and facilities, repair, replacement and additions within the Common Area including, but not limited to, payment of applicable insurance and taxes, cost of labor, equipment, materials, management and supervision.

2. Special assessments for capital improvements in addition to the annual assessments may be authorized by the Board of Directors in accordance with the Bylaws of the Association for the purpose of defraying, in whole or in part, the cost of any construction or reconstruction, unexpected repair or replacement of a described improvement upon the Common Area.
3. Notices and Due Dates of Assessments. The Board of Directors of the Association shall specify the due date and amount of assessment at least thirty (30) days in advance of such due date and shall prepare a roster of the properties and assessments applicable thereto. Written notice of the assessment shall also be mailed to every Lot Owner at least thirty (30) days in advance of the specified due date of the assessment. The due date of any special assessment shall be established by resolution of the Board of Directors of the Association. Upon demand by any Lot Owner liable for assessment, the Board of Directors shall furnish a certificate in writing signed by an officer or director of the Association setting forth whether said assessment has been paid. Such certificate shall be conclusive evidence of payment. The failure to provide notice to any one or more Lot Owners shall not invalidate the assessment as against those Lot Owners to which notice was given.
4. Effect of Non-Payment of Assessment. If the assessments are not paid when due, then they shall become delinquent and together with such interest and cost of collection, become a continuing lien on the property which shall bind the hands of the then owner, his heirs, devisees, personal representatives and assigns. The personal obligation of the owner to pay such assessment shall remain his personal obligation for the statutory period and shall not pass to his successors in title unless expressly assumed by them. If the assessment is not paid within thirty (30) days after the delinquency date, the assessment shall bear interest from the date of delinquency. The Association may foreclose the lien for assessments via non-judicial foreclosure pursuant to the provisions of the Texas Property Code governing non-judicial foreclosures; any officer or director of the Association, or an attorney representing the Association, may be appointed by the Board to serve as the Trustee for purposes of conducting the non-judicial foreclosure sale. The Association may bring an action at law against the owner personally obligated to pay the same or to foreclose the lien against the property. Costs of preparing and filing the complaint in such action together with reasonable attorneys' fee shall be added to such assessment, and in the event a judgment is obtained, such judgment shall include such interest and attorney's fee together with the costs of the action. Notwithstanding any provisions herein, no land or improvements devoted to dwelling use shall be exempt from said assessments, charges or liens. The Developer shall be exempt from all assessments

(regular and special) unless and until the Developer has caused a dwelling unit to be constructed upon a Lot and has thereafter leased the dwelling unit to tenants.

ARTICLE V
PROVISIONS REQUIRED BY ORDINANCE

1. **Override and Priority.** The following provisions are required by ordinances of the Town of Flower Mound and therefore shall override any conflicting provision contained in the Bylaws of the Association or contained in these Restrictions and Covenants.
2. **Responsibility for Continuous and Perpetual Operation.** The Association shall be responsible for the continuous and perpetual operation, maintenance and/or supervision of landscape systems, features or elements located in parkways, common areas, between screening walls or living screens and adjacent curbs or street pavement edges, adjacent to drainage ways or drainage structures, or at subdivision entryways.
3. **Dedications to Association.** All facilities, structures, improvements, systems, areas or grounds that are to be operated, maintained and/or supervised by the Association, other than those located in public easements or rights-of-way, shall be dedicated by easement or deeded in fee simple ownership interest to the Association. Such easements or ownership shall be clearly identified on the record plat of the applicable subdivision.
4. **Additional Provisions.**
 - (a) The initial term of these Restrictions and Covenants shall be for a 25-year period from the date of recordation hereof with the County Clerk of Denton County, Texas and shall automatically renew for successive ten-year periods.
 - (b) The Association may not be dissolved without the prior written consent of the Town of Flower Mound.
 - (c) The Association shall undertake such actions as necessary to ensure the continuous and perpetual use, operation, maintenance, and/or supervision of all facilities, structures, improvements, systems, areas or grounds that are the responsibility of the Association.
 - (d) The Association shall assess sufficient dues and assessments to establish and maintain a reserve fund, (which shall be deposited and held in a federally insured account), for the purpose of maintaining, operating and repairing the facilities, structures, improvements, systems, areas or grounds that are the responsibility of the Association. The Board of Directors shall evaluate the anticipated maintenance, operation, and repair expenditures of the Association and adjust the assessments as necessary to ensure that an adequate reserve fund is in place.
 - (e) There shall be no amendment of any portion of these Restrictions and Covenants pertaining to the use, operation, maintenance and/or supervision of any facilities, structures, improvements, systems, areas or grounds that are the responsibility of the Association without the prior written consent of the Town of Flower Mound.
 - (f) The Association hereby grants to the Town of Flower Mound, and acknowledges the existence of the right and ability of the Town of Flower Mound, or its lawful agents, after due notice to the Association: to remove any landscape systems, features or elements that cease to be maintained by the Association; to perform the responsibilities of

the Association if the Association fails to do so in compliance with any provisions of any agreements of the Association, these Restrictions and Covenants or of any applicable Town of Flower Mound codes or regulations; to assess the Association for all costs incurred by the Town of Flower Mound in performing such responsibilities if the Association fails to do so; and/or to avail itself of any other enforcement actions available to the Town of Flower Mound pursuant to state law or Town of Flower Mound codes or regulations.

(g) The Association shall, solely from assets owned by the Association (which includes, without limitation, the power to levy regular and special assessments) indemnify and hold the Town of Flower Mound harmless from any and all costs, expenses, suits, demands, liabilities or damages, including attorney's fees and costs of suit, incurred or resulting from the Town of Flower Mound's removal of any landscape systems, features or elements that cease to be maintained by the Association or from the Town of Flower Mound's performance of the operation, maintenance or supervision responsibilities of the Association due to the Association's failure to perform such responsibilities.

Executed to be effective January 1, 2006.

Adams-Lindsey Estates, L.P.

By: ALE Genpar, Inc., General Partner

By: Daymond Lindsey
Daymond Lindsey, President

THE STATE OF TEXAS

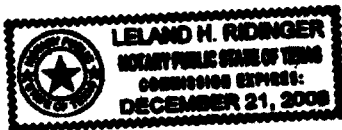
COUNTY OF DENTON

The foregoing instrument was acknowledged before me this 28 day of JUNE 2006, by Daymond Lindsey, President of ALE Genpar, Inc. as general partner of Adams-Lindsey Estates, L.P., a Texas limited partnership on behalf of said entities.

My commissions expires:

12/21/08

Leland H. Ridinger
Notary Public, State of Texas



Guidelines for Proper Architecture

Version 1.0

Effective - June 15, 2013

NOTE - despite the guidelines below, ACC retains full and sole discretion to approve or reject any construction plan/house design

DESIGN	ACC has sole discretion with respect to taste and design
SIZE	Minimum of 3,200 sq ft air-conditioned space
ROOF PITCH	Single story must have a minimum of 12/12. Two story - 9/12
ROOF MATERIAL	Constructed of tile (concrete, clay, ceramic) or 50-yr rated composition. Architecturally harmonious with existing theme of home and neighborhood.
EXTERIOR	Must be 100% stone, brick, or glass building material
EXTERIOR PAINT	Must be architecturally harmonious with existing theme of home and neighborhood
SIDING	No masonite or lap siding Only stained cedar siding is allowed
CHIMNEYS	Must be constructed of brick or stone
WINDOWS	All facing a street must be wood or vinyl
GARAGE DOORS	All garage doors must be of stained cedar Must be maintained and kept in good condition - periodically re-stained
GUTTERS	Color must match house trim color
DRIVEWAY	Must be (a) aggregate concrete or (b) stained concrete with stamped or rock salt finish
FENCE	Must be set back at least five (5) feet from the front corner of the house No greater than six (6) feet in height Must be uniform black wrought iron with centering of posts every eight (8) feet Must be installed/completed by close Must be maintained and kept in good condition - periodically repainted
LANDSCAPING	Must fully landscape the front and to conceal HVAC and pool equipment Must plant minimum of two (2) 3" caliper trees (unless exception granted by ACC due to existing trees) Must be planted/completed by close
MAILBOX	Brandon Industries in McKinney. Model: TXF54-XX85-1X BK, P50-M1 BK. Placement should be left (when viewing from street) of front walk House Numbers (only) may be placed at top name plate of mailbox.
HVAC EQUIPMENT	Must not be directly visible from the street (e.g., screened w/ landscape material)
POOL EQUIPMENT	Must not be directly visible from the street (e.g., screened w/ landscape material)
POOLS/SPA	No above ground pools or spas Access across HOA property for construction is prohibited
ARBOR	Sealant or stain must be a natural wood color and cure translucent Paint applied must match the existing house trim color. Masonry materials used must be uniform with existing house masonry Roofing materials used must match the existing roof or be open wood slat
OUTDOOR KITCHEN	All sides of the kitchen must be of a finished look & aesthetically appealing. Masonry materials used must be uniform with existing house masonry
FIRE PIT / PLACE	All sides must be of a finished look & aesthetically appealing. Masonry materials used must be uniform with existing house masonry
BASKETBALL GOAL	Not allowed on the street (includes facing the street) or sidewalk. Must have a clear backboard and installed (not portable) Must be maintained and kept in good condition
SATELLITE DISH	Not pole mounted. Not visible from front of house
SOLAR SCREENS	All windows on each level (elevation) must be screened the same