

Denton County
Juli Luke
County Clerk

Instrument Number: 59308

ERecordings-RP

MISCELLANEOUS

Recorded On: May 22, 2019 02:16 PM

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Total Recording: \$90.00

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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:

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Station: Station 40

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Simplifile



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.

Juli Luke
County Clerk
Denton County, TX

**CERTIFICATE AND MEMORANDUM OF RECORDING
OF ASSOCIATION DOCUMENTS FOR
MIDWAY RIDGE OWNERS ASSOCIATION, INC.**

STATE OF TEXAS §
 §
COUNTY OF DENTON §

The undersigned, as attorney for Midway Ridge Owners Association, Inc., for the purpose of complying with Section 202.006 of the Texas Property Code and to provide public notice of the following dedicatory instrument affecting the owners of the property described on Exhibit B attached hereto, hereby states that the dedicatory instrument attached hereto as Exhibit A is a true and correct copy of the following:

- 1) Bylaws of Midway Ridge Owners Association, Inc.

All persons or entities holding an interest in and to any portion of the property described on Exhibit B attached hereto are subject to the foregoing dedicatory instrument until amended by the Board of Directors.

IN WITNESS WHEREOF, Midway Ridge Owners Association, Inc. has caused this Certificate and Memorandum of Recording of Association Documents to be filed with the office of the Denton County Clerk.

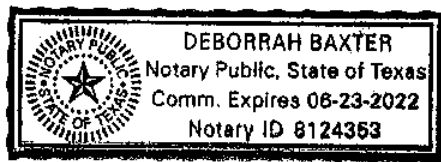
MIDWAY RIDGE OWNERS
ASSOCIATION, INC.

By: Kevin Flynn
Its: Attorney

STATE OF TEXAS §
 §
COUNTY OF DALLAS §

BEFORE ME, the undersigned Notary Public, on this day personally appeared Kevin Flynn, attorney for Midway Ridge Owners Association, Inc., known to me to be the person whose name is subscribed on the foregoing instrument and acknowledged to me that he executed the same for the purposes therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND AFFIRMED SEAL OF OFFICE on this 20 day of May, 2019.





Notary Public, State of Texas

AFTER RECORDING, PLEASE RETURN TO:
Kevin Flynn
Scheef & Stone, LLP
500 N. Akard, Ste. 2700
Dallas, TX 75201

EXHIBIT A

BYLAWS

OF

MIDWAY RIDGE OWNERS ASSOCIATION, INC.

ARTICLE I

Name and Address

Section 1.1 Name. The name of the Association shall be Midway Ridge Owners Association, Inc.

Section 1.2 Address. The office of the Association shall be at the place to be designated by the Board of Directors, subject to change upon notice to the Members.

Section 1.3 Registered Agent. The Association shall have and continuously maintain in the State of Texas a registered agent whose office is identical with such registered office, as required by the TNCL. The registered office may be, but need not be, identical to the principal office in the State of Texas, and the registered office may be changed from time to time by the Board of Directors.

ARTICLE II

Applicability

These Bylaws shall be applicable to the Association. In accordance with the terms of the Declaration, all Members and any other persons permitted to use the Common Areas and any other portion of the Property as set forth in the Declaration shall be subject to these Bylaws, the Regulations, and any other policies, rules and regulations adopted from time to time by the Board of Directors. Ownership of a Lot shall be conclusively deemed to mean that the Owner has accepted, ratified and will comply with the Governing Documents.

ARTICLE III

Purpose

The purpose of the Association is to protect and enhance the value of the Property, including, without limitation, providing for the management, maintenance, repair and replacement of the Common Areas and Improvements thereon. The Association does not contemplate pecuniary gain or profit to its Members as a result of membership in the Association.

ARTICLE IV

Definitions and Interpretation

Section 4.1 Definitions. The following terms shall have the meanings set forth below: Any capitalized term not expressly defined herein shall have the same meaning as defined in the Declaration.

"Act." Chapter 209 of the Texas Property Code, as amended from time to time.

"Assessments." Assessments for which Members of the Association are responsible, including those Regular Assessments and Special Assessments as more particularly described in the Declaration.

"Association." Midway Ridge Owners Association, Inc., a Texas nonprofit corporation.

"Board of Directors." Those individuals serving as Directors pursuant to Article VII of these Bylaws and their successors as duly appointed or elected, as applicable, and qualified from time to time.

"Certificate of Formation." The Certificate of Formation for the Association filed with the Secretary of State of Texas, as may be amended from time to time.

"Class A Members." The Owners of each Lot, which are members of the Association.

"Class B Member." The Declarant at all times on or before the termination of the Declarant Control Period.

"Code." The Internal Revenue Code of 1986, as amended.

"Common Areas." The portions of the Property and Improvements thereon (a) owned by the Association (other than any Lot acquired by the Association through a foreclosure in accordance with the Declaration); (b) leased by or assigned to the Association through a contract, lease or otherwise; (c) constituting an easement area, naming the Association as grantee; (d) for which the Association has maintenance responsibility pursuant to the Declaration or under any written agreement with any Governmental Authority; (e) any other areas designated as Common Areas by Declarant pursuant to the Declaration which may be amended from time to time.

"County." Denton County, Texas.

"Declarant." Midway/380, LLC a Texas limited liability company having an address of 2925 Country Club Drive, #105, Denton, Texas, 75210, and any successor or assignee designated by written notice or assignment executed by the then Declarant and any successor or assignee designated by written notice or assignment executed by the then Declarant; provided, however, to the extent any rights or powers reserved to Declarant are transferred or assigned to the successor or assignee, such Person shall also execute the written notice of assignment.

"Declaration." The Declaration of Restrictive Covenants for MIDWAY RIDGE filed of record in the Real Property Records of Denton County, Texas, and all recorded amendments thereto.

"Director." A member of the Board of Directors.

"GAAP." Generally accepted accounting principles, as promulgated by the Financial Accounting Standards Board.

"Governmental Authority." Any and all applicable courts, boards, agencies, commissions, offices or authorities of any nature whatsoever for any governmental entity (federal, State, County, district, municipal, City or otherwise) whether now or hereafter in existence.

"Governing Documents." Those documents governing the Property, including but not limited to: (a) the Act; (b) the Declaration, as amended by any Declaration of Annexation or amendment; (c) the Certificate of Formation; (d) these Bylaws; (e) Rules and Regulations and (f) any other policies adopted

by the Board of Directors or the Architectural Control Committee established by the Board pursuant to the Declaration and recorded in the Real Property Records of the County.

"Lot." Any plot or tract of land in the Property or any future land annexed into the Property that is designated for separate ownership as set forth in this Declaration, any amendments thereto or in any Supplemental Declaration of Annexation.

"Manager." Any professional manager or management company with whom the Association contracts for the day-to-day management of either or both the Property or the administration of the Association.

"Minute Book." The minute book of the Association, which shall contain the information required to be retained by the Association pursuant to the Record Policy and any other Governing Document, as may be applicable.

"Members." All present and future Owners of any Lot in the Property, including the Class A Members and the Class B Member.

"Owner." Any Person (including Declarant) owning fee title to a Lot, but excluding any Person having an interest in a Lot solely as security for an obligation.

"Person." Any individual, corporation, partnership, limited partnership, limited liability partnership, limited liability company, joint venture, estate, trust, unincorporated association and any other legal entity, including any Governmental Authority and any fiduciary acting in such capacity on behalf of any of the foregoing.

"President." The officer of the Association having the duties described in Section 8.4 of these Bylaws.

"Proceeding." Any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative, arbitral or investigative, any appeal in such an action, suit, or proceeding and any inquiry or investigation that could lead to such an action, suit or proceeding.

"Property." That certain real property located in the County and more particularly described in the Declaration, together with all and singular the Easements, rights, and appurtenances pertaining thereto, including any property that may be annexed pursuant to the Declaration.

"Records Policy." That certain policy established and adopted by the Board of Directors, pursuant to the Act, for the retention, inspection, production and costs associated with the books and records of the Association, as amended from time to time.

"Regulations." All rules, regulations, procedures, as the same may be adopted and amended from time to time by the Board of Directors, pursuant to the Declaration.

"Secretary." The officer of the Association having the duties described in Section 8.6 of these Bylaws.

"TNCL." The Texas Nonprofit Corporation Law, as amended from time to time.

"Treasurer." The officer of the Association having the duties described in Section 8.7 of these Bylaws.

"Vice President." The officer of the Association having the duties described in Section 8.5 of these Bylaws.

Section 4.2 Interpretation. In the event of a conflict of interpretation between the provisions set forth in these Bylaws and the Declaration, the Declaration shall govern. If the Act, Code or TNCL are hereafter amended or changed, both the Declaration and these Bylaws shall be interpreted in a manner which conforms to the provisions of the Act, Code or the TNCL with respect to nonprofit entities and associations, it being the intention to preserve the status of the Association as a *bona fide* nonprofit entity.

ARTICLE V Member

Section 5.1 Membership. Each Owner shall be a Member of the Association. The classes of the Members and the voting rights and procedures are set forth in the Declaration.

Section 5.2 Quorum; Act of Members. Quorum requirements with respect to any matter on which Members are entitled to vote, and affirmative votes required for Member acts, shall be at least ten (10) percent of the aggregate votes entitled to be cast by all Members represented at a meeting of the Members in person or by a legitimate proxy in a form approved by the Board of Directors shall (a "Quorum").

Section 5.3 Membership List. The Secretary shall be responsible for maintaining, at the principal office of the Association, an updated list of Members and their last known addresses as provided by each Member in such form and containing such other information as required by the Act and TNCL. The list shall be open to inspection by all Members and other persons lawfully entitled to inspect the list during regular business hours up to the date of the annual or special meeting. The Secretary, or its agent who has been delegated such duties pursuant to Section 8.6 of these Bylaws, shall also keep current and retain custody of the Minute Book.

Section 5.4 Proxies. Votes may be cast by written proxy or by ballot. Written proxies may be submitted by United States mail, delivered to the office of the Association, delivered directly to the Secretary or delivered in such other manner as directed by the Association including but not limited to email delivery to the email address specified by the Association for submission of proxies. A proxy vote shall be defined as a written vote submitted by a Member which either states the specific vote of the Member with respect to the issues, resolutions or election being voted on by the Members at the annual or special meeting or which is written permission for the Board of Directors or a specific Director to exercise the Member's vote as the Board of Directors or the specific Director sees fit. A proxy shall be valid for the meeting specified in the proxy or any valid continuation of such meeting. Each proxy shall be revocable unless otherwise expressly provided therein to be irrevocable. No proxy will be valid after 11 months from the date of its execution unless otherwise provided therein. A Member may not revoke a proxy except by giving actual written notice of revocation to the person presiding over the meeting.

ARTICLE VI Meetings of the Members of the Association

Section 6.1 Place of Annual and Special Meetings. All annual and special meetings of the Members of the Association shall be held at the principal office of the Association or at another suitable and convenient place permitted by law and fixed by the Board of Directors from time to time and designated in the notices for such meetings.

Section 6.2 Date of Annual Meetings. The first annual meeting of the Members of the Association shall be held within one year of its formation. Thereafter, annual meetings of the Members of the Association shall be held in a month and on a date as shall be fixed by the Board of Directors by written notice to the Members. The Members may transact any business that may properly come before the meeting.

Section 6.3 Notice of Annual Meetings. The Secretary shall mail notices of annual meetings to each Member directed to the most recent post office address provided to the Association by such Member, as shown on the records of the Association, by regular mail, postage prepaid. This notice shall be mailed not less than ten or more than 60 days before the date of the meeting and shall state the date, time and place of the meeting, the purpose or purposes thereof and the items on the agenda, including the specific nature of any proposed amendment or change to the Governing Documents, if applicable.

Section 6.4 Special Meeting. A special meeting of the Members of the Association may be called by the President, a majority of the Directors, or upon presentation to the Secretary of a petition stating the specific purpose of the special meeting, which petition has been signed by Members having not less than 20% of the aggregate votes entitled to be cast at such meeting (considering the Class A Members and Class B Member as one voting class).

Section 6.5 Notice of Special Meetings. The Secretary shall mail notice of any special meeting of the Members of the Association to each Member in the manner provided in Section 6.3 of these Bylaws. The notice shall state the same items required by Section 6.3 of these Bylaws for notices of annual meetings. No business shall be transacted at any special meeting except as stated in the notice thereof.

Section 6.6 Action without Meeting by Written Ballot. Any action which may be taken by the vote of the Members at a regular or special meeting, other than the election of Directors, may be taken without a meeting if done in compliance with relevant provisions of the Act and TNCL. If an action is taken without a meeting, the Secretary shall distribute a written ballot to every Member entitled to vote on the matter. The ballot shall set forth the proposed action, provide an opportunity to specify approval or disapproval of any proposal, and provide a reasonable time within which to return the ballot to the Association. Approval by written ballot shall be valid only when the number of votes cast by ballot within the time period specified equals or exceeds the Quorum required to be present at a meeting authorizing the action, and the number of approvals equals or exceeds the number of votes that would be required to approve the proposal at a regular or special meeting authorizing the action. Votes cast electronically (email, facsimile or website posting) pursuant to this Section 6.6 shall constitute written and signed ballots.

Section 6.7 Administration of Affairs. Subject to the provisions of the Governing Documents, the Board of Directors shall govern the Association.

ARTICLE VII

The Board of Directors

Section 7.1 Authority; Number of Directors. The affairs of the Association shall be governed by the Board of Directors. The initial Directors shall be three in number and shall be those Directors named in the Certificate of Formation. Upon election, each Director will serve a term of not more than two years. Two Directors will be elected in even-numbered years. One Director will be elected in odd-numbered years. A Director takes office upon the adjournment of the meeting or

balloting at which he is elected or appointed and, absent death, ineligibility, resignation, or removal, will hold office until his successor is elected or appointed. The number of Directors may be increased to five (5) by amendment of these Bylaws, but may not be less than three.

Section 7.2 Term of Directors and Compensation. Except as otherwise set forth in Section 7.1 of these Bylaws and the Declaration, each Director will serve a term of two years and once such term has expired, the Members shall elect a successor Director. The Directors shall serve without compensation for such service.

Section 7.3 Appointments to and Vacancies on the Board of Directors. If the office of any Director shall become vacant by reason of death, resignation, or disability, then the Board shall appoint a successor within 60 days of the vacancy. The successor Director shall fill the unexpired term of the directorship being vacated. At the expiration of the term of his or her position on the Board of Directors, the successor Director shall be re-elected or his or her successor shall be elected, as applicable, in accordance with these Bylaws.

Section 7.4 Removal of Directors by Members. Directors may be immediately ineligible to serve on the Board and considered automatically removed if the Board is presented with written documented evidence obtained through a database or record maintained by a governmental law enforcement authority that shows a Board member has been convicted of a felony or crime involving moral turpitude. Upon removal of a Director pursuant to this Section 7.4, a successor Director shall be duly appointed or elected, as applicable and in accordance with these Bylaws.

Section 7.5 Organizational Meeting of the Board of Directors. No later than 20 days following each of (a) the filing of the Certificate of Formation; and (b) each annual meeting of the Members of the Association, the Board of Directors shall hold a regular meeting for the purposes of organization, election of officers and transaction of other business.

Section 7.6 Open Meetings. Regular and special meetings of the Board shall be open to Class A Members, and Class A Members shall be notified of such meetings prior to the occurrence thereof in accordance with the Act. Notwithstanding the foregoing, the Board shall have the right to adjourn any meeting and reconvene in a closed executive session to consider certain actions and matters that are confidential or sensitive in nature in accordance with the Act. Any decisions made in such executive sessions must be summarized orally and generally documented in the minutes without breaching the privacy of any individual Owners or disclosing confidential information, but including a general explanation of any expenditures approved during the executive session. The Board may also meet without providing notice to Members in certain instances where the Board is to consider routine and administrative matters or an unforeseen emergency or urgent necessity arises that requires the Board's immediate action. Any actions taken at a meeting where notice was not provided to Members must be summarized orally and documented in the minutes of the next regular or special meeting of the Board. All Board meetings contemplated by this Section 7.6 shall be called, noticed, conducted and documented in compliance with the Act.

Section 7.7 Regular Board of Directors Meetings. Regular meetings of the Board of Directors may be held at any time and place permitted by law as from time to time as may be determined by the Board of Directors. Notice of regular meetings of the Board of Directors shall be given to each Director personally; by telephone, electronic mail, or facsimile; or by United States mail, with postage prepaid, directed to him at his last known post office address, as the applicable notice information appears on the records of the Association, at least five but not more than 40 days before the date of such regular meeting. Notice of regular meetings of the Board of Directors shall be given to each Member, if required pursuant to Section 7.6 of these Bylaws or the Act.

Section 7.8 Special Meetings of the Board of Directors. Special meetings of the Board of Directors may be called by the President on his own accord or by the President or the Secretary upon the written request of any two Directors on three days prior notice to each Director personally, electronic mail, facsimile or by United States mail, with postage prepaid, directed to him at his last known post office address, facsimile number or electronic mail address, as the same appears on the records of the Association. Notice of special meetings of the Board of Directors shall be given to each Member, if required pursuant to Section 7.6 of these Bylaws or the Act.

Section 7.9 Waiver of Notice by Directors. With respect to any meeting of the Board of Directors, whether regular or special, any Director may, in writing, waive notice of such meeting and such waiver shall be deemed equivalent to giving the required notice. All written waivers shall be filed in the Minute Book of the Association or made a part of the minutes of the meeting. Participation by a Director at any meeting of the Board of Directors shall likewise constitute a waiver by him of the required notice, unless the participation is for the express purpose of objecting to the transaction of business at the meeting on the grounds that the meeting has not been lawfully called or convened. If all Directors are present at any meeting of the Board of Directors, no notice of the meeting to Directors shall be required and any business may be transacted at the meeting except as prohibited by law or these Bylaws.

Section 7.10 Place of Meetings. All meetings of the Board of Directors shall be held at the principal office of the Association or at any other place or places designated at any time by a majority of the Directors. Any meeting of the Board of Directors may be held by any means of communication, including electronic, telephonic, videoconference or the internet if each person entitled to participate in the meeting consents to the meeting being held by such means and each Director may hear and be heard by or the Directors can communicate concurrently with every other Director, subject to those certain open meeting requirements set forth in Section 7.6 of these Bylaws. Subject to the open meeting requirements of the Board of Directors and the other applicable notice requirements set forth in the Act, meetings contemplated by this Section 7.10 may involve consideration of any action, including any action involving a vote on a fine, damage assessment, appeal from a denial of approval by the Architectural Control Committee, or suspension of a right of a particular Member before the Member has an opportunity to attend a meeting of the Board of Directors to present the Member's position on the issue.

Section 7.11 Directors Quorum. At all duly convened meetings of the Board of Directors, a majority of the number of Directors set by these Bylaws in Section 7.1 must be present to constitute a quorum for the transaction of business, except as otherwise expressly provided in these Bylaws. The vote of a majority of the Directors present at the meeting at which a Quorum is present shall be the act of the Board of Directors.

Section 7.12 Consent in Writing. Subject to those restrictions set forth in the Act and contemplated by Section 7.6 of these Bylaws, any action by the Board of Directors may be taken without a meeting if a written consent, stating the action to be taken, is signed by the number of Directors necessary to take that action at a meeting at which all of the Directors are present and voting. Such consent must state the date of each Director's signature and shall be kept with the association records as required by the Governing Documents. Prompt notice of the taking of an action by Directors without a meeting by less than unanimous written consent shall be given to each Director who did not consent in writing to the action. Actions authorized by consent shall be orally summarized in the next open regular or special meeting of the Board.

Section 7.13 Association Records. The Board of Directors shall cause a complete record of all of its acts and the financial and corporate affairs of the Association to be kept in accordance with these Bylaws, the Records Policy, the TNCL and any other Governing Document as may be applicable (the

"Association Records"). Pursuant to the Act, the Association Records shall be open to and reasonably available for examination by the Members, or their agents, or shall be copied and provided to Members upon written request submitted in accordance with the Act. Additional information and procedure regarding retention, inspection and production of Association Records is set forth in the Records Policy.

Section 7.14 Powers and Duties. Subject to the Governing Documents, the Board of Directors shall have and exercise all powers and duties necessary for the proper administration of the affairs of the Association. In the performance of its duties as the governing body of the Association, subject to limitations set forth in the Declaration, the Board of Directors shall have all powers and duties set forth in the Act, TNCL, the Declaration and Governing Documents including, but not limited to, those powers and duties enumerated below. Each Director individually, and the Board of Directors, collectively shall perform the duties and powers of the Board of Directors in good faith as a fiduciary of the Association, in a manner which the Director believes to be in the best interest of the Association and with the care of a person of ordinary prudence under similar circumstances, including, but not limited to, reasonable inquiry, skill and diligence. The Board of Directors shall be prohibited from engaging in any act of "self-dealing" as such term is defined in Section 4941(d) of the Code.

(a) Duties:

(i) provide for the operation, maintenance, management, insurance, cleaning, sanitation, renewal, replacement, care and upkeep of the Common Areas and all property, real or personal, of the Association unless the duties and obligations of such other real or personal property owned by the Association have been expressly assumed by a third party in a written agreement between the Association and such third party;

(ii) determine Assessments and any other charges comprising the operating expenses of the Association, establish the amount of Assessments, as the same may increase or decrease, and assess the same against the Members in accordance with the provisions of the Declaration and these Bylaws;

(iii) levy and collect Assessments whenever the Board of Directors is of the opinion it is necessary to do so in order to meet increased operating or maintenance costs or additional capital expenses or because of emergencies subject to the limitations specified in the Declaration;

(iv) use and expend any sums collected from Assessments for the operation, maintenance, renewal, care and upkeep of the Common Areas and all property, real or personal, of the Association subject to the limitations specified in the Declaration and notwithstanding any operation, maintenance, renewal, care and upkeep of real or personal property owned by the Association expressly assumed by a third party in a written agreement between the Association and such third party;

(v) pay all taxes and assessments levied or assessed against any property that may be owned by the Association, exclusive of any taxes or assessments levied against any Member or otherwise properly chargeable to the Member;

(vi) collect delinquent Assessments against any Lot or Owner thereof, in accordance with the Act and to abate any nuisance and enforce the terms of the Declaration and the observance of the Regulations by injunction or other legal action or means which the Board of Directors may deem necessary or appropriate subject to any notice and hearing requirements set forth in the Act;

(vii) establish operating, escrow and other accounts in the name of the Association as the Board of Directors may deem appropriate from time to time and as may be consistent with GAAP;

(viii) adopt a budget for each fiscal year which shall contain estimates of the costs and expenses of the Association and the proposed Assessments which initial budget and certain increases shall be approved by Owners if required in the Declaration;

(ix) cause a complete review of the books and accounts of the Association to be made at the end of each fiscal year and at any other time or times deemed necessary;

(x) maintain accounting records in accordance with GAAP; and

(b) make and enforce compliance with the Regulations relative to the operation, use and occupancy of the Property, including, but not limited to, penalties to be levied for violations of these Bylaws, the Declaration and the Regulations which the Board of Directors shall adopt in accordance with the Act, and to amend the same from time to time as and when approved by appropriate resolutions which shall be binding on the Owners, their successors in title and assigns. A copy of the Regulations and copies of any amendments shall be made available to each Owner of a Lot promptly upon the adoption thereof.

(c) Powers:

(i) employ and dismiss personnel of the Association, and purchase or arrange for those services, machinery, equipment, tools, materials and supplies as, in the opinion of the Board of Directors, may from time to time be necessary for the proper operation and maintenance of the Common Areas and all real or personal property of the Association unless such powers for other real or personal property owned by the Association have been expressly assigned to a third party in a written agreement between the Association and such third party;

(ii) subject to Section 7.18 of these Bylaws, enter into contracts for professional management of the Property and the Association, at such prices and upon such terms as may be determined by the Board of Directors, to perform those duties and services which the Board of Directors may lawfully delegate;

(iii) employ or retain and receive advice from professional counsel and consultants, including, but not limited to, landscape architects, architects, engineers, planners, biologists, agriculturalists, lawyers and accountants, which the Board of Directors may deem necessary for any proper purposes of the Association and property owned by the Association, and fix the compensation for professional advice or services, including, but not limited to, those hereinbefore or hereinafter referred to in these Bylaws. The Board of Directors shall be entitled to rely in good faith on information, opinions, reports or statements, including financial statements and other financial data, in each case prepared or presented by any of the following: (A) one or more officers or employees of the Association whom the Board of Directors reasonably believes to be reliable and competent in the matter presented; (B) counsel, public accountants or other persons as to the matters which the Board of Directors reasonably believes to be within the professional or expert competence of such person; and (C) a committee of the Board of Directors duly designated in accordance with law, as to matters within its designated authority, which committee the Board of Directors reasonably believes to merit confidence. The Board of Directors shall not be considered to be acting in good faith if it has knowledge concerning the matter in question that would cause this reliance to be unwarranted;

(iv) name as an insured, on behalf of the Association, the Association's authorized representative, including any trustee with which the Association may enter into any insurance trust agreement or any successor to this trustee (each of which shall be referred to herein as the "Insurance Trustee"), to be given exclusive authority to negotiate losses under any policy providing property or liability insurance coverage. The Association or any Insurance Trustee or substitute Insurance Trustee designated by the Association shall have the exclusive power to act as attorney-in-fact for the purpose of purchasing and maintaining such insurance, including the collection and appropriate disposition of the proceeds thereof, the negotiation of losses, execution of releases of liability and the execution of all documents and the performance of all other acts necessary to accomplish these purposes;

(v) establish depositories for the funds of the Association with the bank or banks as shall be designated from time to time by the Board of Directors and in which monies of the Association shall be deposited. Withdrawal of monies shall be only by check signed by those Persons who are authorized by the Board of Directors to sign checks on behalf of the Association;

(vi) invest monies of the Association in any investments which the Board of Directors deems to be reasonably prudent;

(vii) borrow and repay monies and give notes, mortgages or other security upon the terms which are deemed reasonable by the Board of Directors;

(viii) acquire by purchase, gift, annexation or lease, real or personal property, if, at any time in the future, the Board of Directors deems it to be proper and not inconsistent with the terms hereof to do so;

(ix) grant and reserve easements, leases, licenses or concessions where necessary or desirable for utilities, routes of ingress and egress, or any other purpose, over the Common Areas and any other property of the Association and to amend the Governing Documents to be consistent therewith, if necessary;

(x) establish a form of estoppel certificate acceptable to the Association for delivery to prospective purchasers and lenders and an appropriate charge for furnishing such certificate; and

(xi) do all things incidental and necessary to the accomplishment of the foregoing and take any other action necessary to enforce the provisions set forth in the Governing Documents.

Section 7.15 Liability; Conduct of Directors and Officers. No Member, Director, officer or representative of the Association shall be personally liable for debts or liabilities of the Association. A Director or officer is not liable to the Association, any Member or any other person for an action taken or omission made or mistake in judgment by the Director or officer in the Person's capacity as a Director or officer, whether negligent or otherwise, unless the Director or officer's conduct was not exercised: (a) in good faith, (b) with duty of care, and (c) in a manner that the Director or officer reasonably believed to be in the best interest of the Association. The liability of officers and Directors of the Association shall, to the fullest extent permitted by law, be limited by the Charitable Immunity and Liability Act of 1987, Chapter 84, Texas Civil Practice and Remedies Code, as amended.

Section 7.16 Annual Budget and Assessments. Copies of the budget for the upcoming fiscal year of the Association shall be prepared and made available for inspection to all Members as set forth in the Declaration. If an annual budget is subsequently amended before the Assessments are made, a copy

of the amended budget shall also be made available for inspection. Subject to the provisions of the Declaration, nothing herein contained shall be construed as restricting the right of the Board of Directors, at any time and in its sole discretion, to levy a special assessment, as set forth in Section 2.7(D) of the Declaration, in the event that the budget as originally adopted shall appear to be insufficient to pay the cost of the operation or management of the Property, or as may be necessary or appropriate in the judgment of the Association or as otherwise contemplated in Section 6.1 of the Declaration. In addition to the regular annual assessment, as a condition to the sale of every Lot, every purchaser and seller (other than Declarant or a homebuilder) shall be assessed a transfer fee of \$100.00 that shall be paid by each seller and purchaser at closing ("Transfer Fee"). The Transfer Fee shall be for the sole benefit of the Association, and the amount may be subject to future adjustments as determined by the Board of Directors.

Section 7.17 Management Certificate. The (a) Board of Directors or (b) if the Board of Directors determines that it is in the best interest of the Association to hire a Manager for the Property in accordance with Section 7.14 of these Bylaws, the Manager, shall record in the County a certificate, stating the information as set forth in the Act within the requisite time period as required by the Act. An amended certificate shall be recorded within 30 days after the Association receives notice of a change in any of the information set forth in the management certificate.

Section 7.18 Manager. To facilitate management of the Property and the administration of the Association, the Board of Directors may delegate to a Manager responsibility for matters of a routine nature, renewable by agreement of the parties thereto for successive one year periods or as otherwise determined and set forth in a written agreement of the parties, and shall be subject to termination by either party as set forth in the agreement entered into by the parties.

ARTICLE VIII Officers

Section 8.1 Officers. The officers of the Association shall be a President, one or more Vice Presidents, a Secretary and Treasurer. Two or more offices may be held by the same person, except that the same person shall not be President and Secretary.

Section 8.2 Election of Officer Positions. Except as otherwise set forth herein, the officers of the Association shall be elected annually by the Board of Directors at an organizational meeting held pursuant to Section 7.5 of these Bylaws and shall hold office for a term of one year; provided that each officer may be removed, either with or without cause, whenever in the best interest of the Association, and his successor is elected by the affirmative vote of a majority of the Directors at any annual or special meeting of the Board of Directors called for that purpose. Officers may serve an unlimited number of consecutive one year terms. The Board of Directors may, from time to time, appoint other officers who, in its judgment, are necessary. Any officer may resign at any time by giving written notice to the Board of Directors or to the President or Secretary of the Association. Any resignation shall take effect as of the date of the receipt of this notice or any later time specified therein; unless specified therein, the acceptance of a written resignation shall not be necessary to make it effective.

Section 8.3 Vacancies. A vacancy in any office because of death, resignation, removal, disqualification or any other cause shall be filled by election by the affirmative vote of a majority of the Directors at any annual or special meeting of the Board of Directors called for that purpose.

Section 8.4 President. The President shall be the chief executive officer of the Association and shall preside at all meetings of the Members of the Association and the Board of Directors. The President shall have the general powers and duties usually vested in the office of the president of a

community association. The President shall be an ex-officio member of all standing committees, if any. The President shall execute deeds, contracts and other instruments, in the name and on behalf of the Association and under its corporate seal when a seal is required, except when these documents are required or permitted by law to be otherwise executed, and except when the signing and execution thereof shall be delegated by the Board of Directors to another officer or agent of the Association.

Section 8.5 Vice President. In the absence of the President or in the event of the President's inability or refusal to act, a Vice President shall perform the duties of the President, and when so acting shall have all the powers of and be subject to all of the restrictions upon the President. Any Vice President shall have only such powers and perform only such duties as the Board of Directors may from time to time prescribe or as the officers may from time to time delegate.

Section 8.6 Secretary. The Secretary shall attend all meetings of the Board of Directors and all meetings of the Members of the Association and record all votes and the minutes of all meetings and proceedings, including resolutions, in the Minute Book. The Secretary shall perform the same duties for any committees when required. The Secretary shall have charge of the Minute Book, the records of the Association and any papers which the Board of Directors shall direct the Secretary to keep; shall perform all duties incident to the office of Secretary, including, but not limited to, the sending of notice of meetings to the Members, the Directors and members of any committees, and shall perform any other duties which may be prescribed by these Bylaws or by the Board of Directors or the President. The Secretary shall also have custody of the corporate seal and shall affix the same to any instrument requiring it when authorized by the Board of Directors and shall attest or certify the same when appropriate. The Secretary shall keep, or cause to be kept, at the principal office of the Association, a membership register showing the following: (a) the names and addresses of all Directors; (b) the names and addresses of all Members as provided by the Members; (c) the Lot that is owned by each Member and (d) the vote of each Member. The Secretary shall prepare, execute and cause the recordation of amendments to the Declaration on behalf of the Association except when the preparation, execution and recordation thereof shall be delegated by the Board of Directors to another officer or agent of the Association. Nothing shall prohibit the functions of the Secretary to be delegated to an agent of the Association provided this delegation is approved by resolution of the Board of Directors. The delegation of the duties of the Secretary shall not relieve the Secretary from any responsibility related to overseeing and reviewing any duties performed by the agent.

Section 8.7 Treasurer. The Treasurer shall have the responsibility for the Association's funds and securities, shall keep full and accurate accounts of receipts and disbursements in books belonging to the Association, and shall deposit all monies, checks and other valuable effects in the name of and to the credit of the Association in those depositories which may be designated from time to time by the Board of Directors. The Treasurer shall disburse the funds of the Association, as the Treasurer may be ordered to do from time to time by the Board of Directors or by the President, and shall render to the President and the Directors at the regular meetings of the Board of Directors, or whenever they or either of them shall require, an account of his transactions as Treasurer and of the financial condition of the Association. Nothing shall prohibit the functions of the Treasurer to be delegated to an agent of the Association provided this delegation is approved by resolution of the Board of Directors. The delegation of the duties of the Treasurer shall not relieve the Treasurer from any responsibility related to overseeing and reviewing any duties performed by the agent.

Section 8.8 Compensation. The officers of the Association shall serve without compensation except that they shall be entitled to reimbursement for all expenses reasonably incurred in the discharge of their duties.

ARTICLE IX
Association Books and Records

The Association shall keep or cause to be kept books and records of the Association in accordance with these Bylaws, the Records Policy, the TNCL and the Act. Books and records that may be open to and available for examination by an Owner or an Owner representative designated in writing and signed by an Owner including an attorney or public accountant include those Association Records set forth in the Records Policy and the Act. All financial books and records of the Association shall be kept in accordance with GAAP, consistently applied, and shall be audited at least once every three years by an independent certified public accountant.

ARTICLE X
Winding Up and Termination

Upon winding up of the Association, the real and personal property of the Association shall be distributed pursuant to the provisions of the Certificate of Formation or, if no such provisions is made, distributed to one or more organizations which are exempt from taxation under Section 501(c)(3) of the Code.

ARTICLE XI
Miscellaneous

Section 11.1 Fiscal Year. The fiscal year of the Association shall be the calendar year unless the Board of Directors shall determine otherwise.

Section 11.2 Amendments to Bylaws. These Bylaws may be amended from time to time by the affirmative vote of a majority of the Directors present at a meeting of Directors at which a Quorum is present; provided, however, these Bylaws shall not be amended in any manner that is in conflict with the Declaration. Members must be given notice of any meeting of the Directors for the purpose of amending the Bylaws in accordance with the Act. Any such notice shall include the specific amendment or other change proposed to be made to these Bylaws. An amendment shall be effective upon the recording in the Real Property Records of the County a document setting forth the amendment in full and certifying that the contents of the document have been approved as set forth in this Section 11.2.

Section 11.3 Construction. Number and gender as used in these Bylaws shall extend to and include both singular and plural and all genders as the context and construction require.

Adopted to be effective as of the 22nd day of May, 2019.

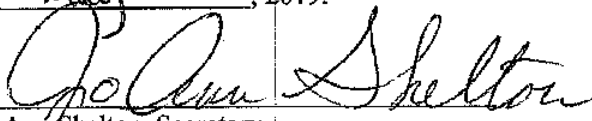

JoAnn Shelton, Secretary

EXHIBIT B

Lots 1-11 and 27 and 28 in Block A; Lots 7-13 in Block B; Lots 1-16 in Block C; and Lots 1-5 and 18 and 19 in Block D; Lots 1 and 2 in Block E; Lots 24-32 and 34-42 in Block F; and Lot 1X-HOA in Block G of Midway Ridge, Phase 1, pursuant to the Plat thereof recorded as Document No. 2018-421 in the Plat Records of Denton County, Texas.