

NOTICE OF FILING OF DEDICATORY INSTRUMENTS

FOR

IRVING LAKE

STATE OF TEXAS §
 § KNOW ALL MEN BY THESE PRESENTS:
COUNTY OF DALLAS §

THIS NOTICE OF FILING OF DEDICATORY INSTRUMENTS FOR IRVING LAKE (this "Notice") is made this 8th day of September, 2011, by the Irving Lake Association, Inc. (the "Association").

WITNESSETH:

WHEREAS, the Association, a Texas non-profit corporation, prepared and recorded an instrument entitled "Second Amended and Restated Lake Easement Restrictions and Covenants for Irving Lake", recorded on September 9, 2011, under Instrument/Document No.201100237825, of the Deed Records of Dallas County, Texas (the "Declaration");

WHEREAS, the Association is the property owners' association created by the Developer to manage or regulate the planned development subject to the Declaration, which development is more particularly described in the Declaration; and

WHEREAS, Section 202.006 of the Texas Property Code provides that a property owners' association must file each dedicatory instrument governing the association that has not been previously recorded in the real property records of the county in which the planned development is located; and

WHEREAS, the Association desires to record the attached dedicatory instruments in the real property records of Dallas County, Texas, pursuant to and in accordance with Section 202.006 of the Texas Property Code.

NOW, THEREFORE, the dedicatory instruments attached hereto as **Exhibit "A"** are true and correct copies of the originals and are hereby filed of record in the real property records of Dallas County, Texas, in accordance with the requirements of Section 202.006 of the Texas Property Code.

IN WITNESS WHEREOF, the Association has caused this Notice to be executed by its duly authorized agent as of the date first above written.

IRVING LAKE ASSOCIATION, INC.,
a Texas non-profit corporation

By: *Gregory Hoffman*
Its: *President*

ACKNOWLEDGMENT

STATE OF TEXAS '
 '
COUNTY OF DALLAS '

BEFORE ME, the undersigned authority, on this day personally appeared *GREGORY HOFFMAN*, *PRESIDENT*, of **Irving Lake Association, Inc.**, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that (s)he executed the same for the purposes and consideration therein expressed on behalf of said corporation.

SUBSCRIBED AND SWORN TO BEFORE ME on this *8th* day of *September*, 2011.


Iris Dillon
Notary Public for the State of Texas
October 29, 2013
My Commission Expires

AFTER RECORDING, RETURN TO:

Riddle & Williams, P.C.
3710 Rawlins Street
Suite 1400 – Regency Plaza
Dallas, Texas 75219

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EXHIBIT "A"

DEDICATORY INSTRUMENTS

- A-1. First Amended Bylaws of Irving Lake Association, Inc. (adopted January 2011)
- A-2. Articles of Incorporation of Irving Lake Association, Inc. (filed with the Texas Secretary of State on December 21, 1983)
- A-3. Certificate of Amendment and Articles of Amendment by the Directors to the Articles of Incorporation of Irving Lake Association, Inc. (filed with the Texas Secretary of State on February 21, 1984)

FIRST AMENDED BYLAWS
OF
IRVING LAKE ASSOCIATION, INC.

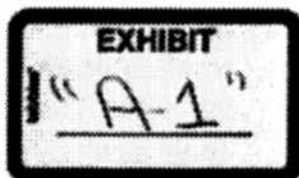


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**FIRST AMENDED BYLAWS
OF
IRVING LAKE ASSOCIATION, INC.**
Amended – January 2011

**ARTICLE I
NAME AND LOCATION**

The name of the corporation is Irving Lake Association, Inc., hereinafter referred to as the “Association”. The principal office of the Association shall be located at the residence of the president, but meetings of Members and Directors may be held at such places within the City of Irving, State of Texas as may be designated by the Board of Directors.

**ARTICLE II
DEFINITIONS**

The following words when used in these Bylaws shall have the following meanings, unless a different meaning or intent clearly appears from the context:

Section 1. “ILA” or “Association” shall mean and refer to Irving Lake Association, Inc., a Texas non-profit corporation, its successors and assigns.

Section 2. “ARTICLES” shall mean and refer to the Articles of Incorporation of the Association.

Section 3. “PROPERTY” means all property which lies within and is enclosed by a line that is parallel with and located toward the land (rather than toward the water of the Lake) a distance of ten (10) feet from the reference line of the Lake Area as described in Exhibit A of the Declaration and made a part thereof for all purposes, as the same may be adjusted as provided in Article VII of the Declaration; and includes all of the Lake or Lake Area.

Section 4. “OWNER” shall mean and refer to every person or entity who is a recorded owner of a fee or undivided fee interest in any Lot. The foregoing is not intended to include persons or entities that hold an interest merely as security for the performance of an obligation.

Section 5. “MEMBER” shall mean and refer to each owner as provided herein in Article III.

Section 6. “LOT” means those lots described in Exhibit “A” to the Declaration which are and to the extent any portion of the Property abutting the shoreline of the Lake is not platted, then the same means each portion of the Property which borders or has 65 feet of frontage on the Lake, and any lot, the owner of which has agreed and consented to the submission of his or her lot to the Declaration and to the jurisdiction of the Association. Lots within any platted subdivision within the Property not described

**FIRST AMENDED BYLAWS OF
IRVING LAKE ASSOCIATION, INC.**

in Exhibit "A" or which has not been submitted to this Declaration by the owner thereof is not considered to be a "Lot" under this Declaration. Lots may be submitted to the Declaration in accordance with Article II, Section 1 of the Declaration.

Section 7. "LAKE or LAKE AREA" means all of the property lying within the reference line described in Exhibit A of the Declaration, which is or would be inundated by the body of water now on the property at the normal pool elevation of such lake, which is 429 feet above mean sea level.

Section 8. "DECLARATION" shall mean and refer to the Lake Easement Restrictions and Covenants applicable to the Property and recorded in the office of the County Clerk as the same may be amended or supplemented from time to time as therein provided.

Section 9. "MEMBER NOT IN GOOD STANDING" shall mean a Member whose membership rights have been suspended by the Association because the Member is either (i) not current in the payment of assessments and all related charges, or (ii) not in compliance with the Declaration, these Bylaws or any published rule and regulation of the Association.

Section 10. "GENERAL" - Other words and phrases used herein shall have the same meaning and definition as used and provided in the Declaration.

ARTICLE III MEMBERSHIP

Section 1. MEMBERSHIP: The provisions of the Declaration pertaining to membership are specifically incorporated herein by reference.

Section 2. VOTING RIGHTS: Each Member in Good Standing shall be entitled to one vote for each Lot in which he holds the interest required for membership: When more than one person holds such interest or interests in any Lot, all such persons shall be Members, and the vote for such Lot shall be exercised as they, among themselves, determine, but only one vote can be cast with respect to any such Lot. If more than one vote is received, all conflicting votes by Owners of a Lot will be void and of no effect.

Section 3. RIGHTS OF MEMBERSHIP: The rights of membership are subject to the timely payment of annual assessments (and any charges related to the collection thereof, including interest, late fees, attorney's fees and costs) of \$50.00 per Lot per annum unless such amount shall be increased or decreased by the vote of the membership at a meeting duly called for this purpose in accordance with Article XIII of these Bylaws, special assessments, special assessments for capital improvements and individual special assessments levied by the Association, the obligation of which assessments is imposed against the Owner of and becomes a lien upon each Lot against

which such assessments are made as provided by Article IV of the Declaration which is hereby incorporated herein and made a part hereof for all purposes.

Section 4. SPECIAL ASSESSMENTS: Special assessments referred to herein above in Article III, Section 3, shall require a unanimous vote of all the directors of the board and unanimous vote of the Finance Committee. Any special assessment maximum dollar amount shall not exceed five (5) times the annual assessment amount unless approved by the vote of the membership at a meeting duly called for that purpose in accordance with Article XIII of these Bylaws.

Section 5. SPECIAL ASSESSMENTS FOR CAPITAL IMPROVEMENTS: In addition to the normal assessments authorized by Section I hereof, the Association may levy in any assessment year a special assessment, applicable to that year only, for the purpose of defraying, in whole or in part, the cost of any construction or reconstruction, unexpected repair or replacement of a described capital improvement upon the Lake, including the necessary fixtures and personal property related thereto. Any such assessment shall have the affirmative approval of the Members entitled to vote per the requirements of Article II Section 3 of the Declaration.

Section 6. SUSPENSION OF MEMBERSHIP RIGHTS: The membership rights of any person whose interest in a Lot is subject to the assessments referred to hereinabove in Article III, Section 3, whether or not he may be personally obligated to pay such assessments, may be suspended by action of the directors during the period when such assessments or related charges remain unpaid. Upon payment of such assessments, and all related charges, including interest, late fees, attorney's fees and costs, his rights and privileges shall be automatically restored.

Section 7. RULES AND REGULATIONS: The directors may, from time to time, adopt, publish and amend rules and regulations governing the use of the Lake Area and the personal conduct of Members, their families and their guests thereon. The Board of Directors may, in their discretion, for violation of such rules and regulations by a Member or by his family or guests, take action against such member and/or the person committing the violation. Action may include, but is not limited to, institute proceedings in law or in equity, suspend membership rights, levy fines and/or assessments (not to exceed the cost of remedy). The Board of Directors may also assess fees for activities as defined in the published rules and regulations.

Section 8. NOTICE REQUIREMENTS FOR VIOLATIONS:

- (a) Before ILA may suspend an owner's right to use the Lake Area, file a suit against an owner (other than a suit to collect assessments or foreclose under a lien), charge an owner for property damage, or levy a fine for a violation of the Declaration, these bylaws or rules of the Association, the Association or its agent must give written notice to the owner by certified mail, return receipt requested.

- (b) The notice must:
 - (1) describe the violation or property damage that is the basis for the suspension action, charge or fine and state any amount due the association from the Owner; and
 - (2) inform the Owner that the Owner:
 - (A) is entitled to a reasonable period to cure the violation and avoid the fine or suspension unless the Owner was given notice and a reasonable opportunity to cure a similar violation within the preceding six months; and
 - (B) may request a hearing under Article III Section 9 on or before the 30th day after the date the Owner receives the notice.

Section 9. **APPEAL:** In the event action is taken as provided for in Article III, Section 6, the affected Member may appeal the action taken by written notice to the board of directors postmarked within thirty (30) days of notice of the action. The sanctions imposed pursuant to Article III, Section 7 will be stayed upon mailing of the written notice until resolution of the appeal. Upon receipt of the written notice of appeal, the current members of the Rules Committee who are not members of the Board of Directors will meet and appoint an Appellate Committee of at least five and no more than seven members of the Association who are not board members. The Appellate Committee shall review the matter and vote to uphold the decision of the Board of Directors or remand the matter to the Board of Directors for imposition of alternate action. If the matter is remanded, the Appellate Committee shall inform the Board of Directors its recommendation of an appropriate action to be taken. The decision of the Appellate Committee shall be final with no other appeal taken.

ARTICLE IV ENJOYMENT OF THE LAKE AREA

Section 1. Each Member shall be entitled to the use and enjoyment of the Lake Area in accordance with and subject to the terms and conditions set forth in the Declaration, these By-Laws and published Rules and Regulations.

Section 2. Any Member may delegate his rights of enjoyment in the Lake Area to the members of his family who reside upon the Lots. Such Member shall notify the Secretary of the Association in writing of the name of any such person and of the relationship of the Member to such person. The rights and privileges of such person are subject to suspension under Article III, Section 6 hereof, to the same extent as those of the Member. Any Member may also delegate the aforementioned rights of enjoyment to his guests, subject to any applicable rules and regulations that may be adopted from time to time by the board of directors of the Association.

Section 3. Owners are permitted the use of water from the Lake for other than the recreational purposes herein specified, and, including using any such water for the purpose of watering lawns, trees or shrubbery and decorative purposes upon any such

member Lot. All members are required to notify the Board of Directors of the intent and agree to follow the established guidelines defined within the published Rules and Guidelines.

Section 4. No Member or other person may grant rights of enjoyment to persons not residing upon the Lots in exchange for financial compensation or other remuneration.

ARTICLE V DIRECTORS

Section 1. The number of directors of the Association shall be five (5). Three directors shall be elected at the annual meeting of the Member in odd-numbered years. The other two directors shall be elected at the annual meeting of the Members in even-numbered years. Each director elected shall hold office until his successor is elected and qualified. Directors must be a resident of the State of Texas and a Member of the Association.

Section 2. Any vacancy occurring in the board of directors may be filled by the affirmative vote of a majority of the remaining directors though less than a quorum of the board of directors. A director elected to fill a vacancy shall be elected for the unexpired term of his predecessor in office. Any directorship to be filled by reason of an increase in the number of directors shall be filled at an annual meeting of the Members or at a special meeting of the Members entitled to vote called for that purpose. Any director may be removed from the board of directors, with or without cause, by a majority of the vote of those who are voting in person or by proxy at an annual meeting of the Members or at a special meeting of Members entitled to vote called for that purpose.

Section 3. The business and affairs of the Association shall be managed by its board of directors which may exercise all such powers of the Association and do all such lawful acts and things as are not by statute or by the Article or by these Bylaws or by the Declaration directed or required to be exercised and done by the Members. The power and authority of the board of directors shall include, but not be limited to, the power and authority to:

- (a) establish, levy, assess and collect the assessments and fines referred to in the Declaration, these ByLaws, and published Rules and Regulations;
- (b) adopt and publish or cause to be published rules and regulations governing the use of the Lake Area and the personal conduct of the Members, their families and their guest thereon;
- (c) declare the office of a member of the board of directors to be vacant in the event such member shall be absent from three (3) consecutive regular meetings of the board of directors;
- (d) employ managers, independent contractors or such other employees of the Association as it may deem necessary and to prescribe their duties; and

- (e) do and perform such other acts on behalf of the Association as are set forth in the Declaration.

Section 4. It shall be the duty of the board of directors to:

- (a) cause to maintain and keep a complete record of all its acts and corporate affairs and to present a statement thereof to the Members at the annual meeting of the Members or at any special meeting when such statement is requested in writing by Members entitled to cast one-fourth (1/4) of the outstanding votes in the Association.
- (b) supervise all officers, agents and employees of this Association and to see that their duties are properly performed;
- (c) issue or to cause an appropriate officer to issue, upon demand by any person, a certificate setting forth whether any assessment has been paid. A reasonable charge may be made by the board for the issuance of these certificates. Such certificate shall be conclusive evidence of the payment of any assessment therein stated to have been paid;
- (d) procure and maintain liability and hazard insurance on property owned by the Association;
- (e) to cause the assessment proceeds to be expended for maintenance of the Lake Area and related activities consistent with the purpose of the assessments as described in the Declaration;
- (f) to cause all officers or employees of the Association having fiscal responsibilities to be bonded as it may deem appropriate;
- (g) cause the Lake Area to be maintained;
- (h) collect all fees and assessments for Owners; and
- (i) fulfill the duties of the Association as set forth in the Declaration.

Section 5. All Directors shall have the authority to sign checks of the Association, but any disbursement of Association funds shall require approval of at least three Board of Directors. Such approval may be secured in writing, by email, or by phone when duly noted with names of persons giving and receiving such approval as well as the date of the approval and these approvals shall be affixed to the purchase authorization form.

ARTICLE VI MEETING OF THE BOARD OF DIRECTORS

Section 1. Meetings of the board of directors, regular or special, will be held within the City of Irving, State of Texas.

Section 2. The first meeting of each newly elected board of directors shall be held at such time and place as shall be fixed by the vote of the new board at the annual meeting of the Members. No notice of such meeting shall be necessary to the newly elected directors in order to legally constitute the meeting, provided a quorum shall be present.

Section 3. Regular meetings of the board of directors shall be held at a minimum, on a quarterly basis, without notice at such place and hour as may be fixed from time to time by resolution of the board.

Section 4. Special meetings of the board of directors shall be held when called by the president or by any three (3) directors. Written notice of a special meeting of the board of directors shall be given to each director at least three (3) days before the date of the meeting. Neither the business to be transacted, nor the purpose of, any regular or special meeting of the board of directors need be specified in the notice or waiver of notice of such meeting.

Section 5. A majority of the directors shall constitute a quorum for the transaction of business and the act of the majority of the directors present at the meeting at which a quorum is present shall be the act of the board of directors unless a greater number is required by the Articles. If the quorum shall not be present at any meeting of the board of directors, the directors present shall adjourn the meeting until a quorum shall be present.

Section 6. Any action required by the Bylaws or the Declaration to be taken at a meeting of the board of directors of the Association, or any action which may be taken at a meeting of the directors or of any committee appointed by the directors, may be taken without a meeting if a consent in writing, setting forth the action to be taken, shall be signed by all of the directors or all of the members of the committee, as the case may be. Such consent shall have the same force and effect as a unanimous vote by the board of directors or the members of the committee, as the case may be.

ARTICLE VII NOMINATION AND ELECTION OF DIRECTORS

Section 1. Nomination for election to the board of directors shall be made by a Nomination Committee. Nominations may also be made from the floor at the annual meeting. The Nomination Committee shall consist of a chairperson and two or more Members of the Association. The Nominating Committee shall be appointed by the board of directors prior to each annual meeting of the Members to serve until the close of the next annual meeting. The Nominating Committee shall make as many nominations for election to the board of directors as it shall in its discretion determine, but not less than the number of vacancies to be filled. Such nominations may be made from among Members.

Section 2. A Member not in Good Standing is not eligible to serve on the Board of Directors, as an Officer of the Corporation or as a member of any Committee.

Section 3. Multiple directors from one household may not serve on the same board, whether the election is for the same term or for an overlapping term.

Section 4. Members not in Good Standing may not vote and, if nominated, shall be considered ineligible to run for election to the board of directors.

Section 5. Campaign regulations require that the nominees refrain from attempts to exert undue influence of Member votes, submitting multiple nomination forms to households, or denigrating fellow nominees (negative campaigning). Candidates may not collect ballots or proxies.

Section 6. Election to the board of directors shall be by secret written ballot. At such election, the Members or their proxies may cast as many votes as they are entitled to exercise under the provisions of the Declaration in respect to each vacancy. The persons receiving the largest number of votes shall be elected. Cumulative voting is not permitted.

ARTICLE VIII COMMITTEES

Section 1. The board of directors, by resolution adopted by a majority of the whole board, shall appoint a Nominating Committee, a Rules Committee and a Finance Committee as provided in these Bylaws. In addition, the board of directors may appoint other committees, whose members need not be directors, as may be deemed appropriate in carrying out its purposes, and shall perform such other functions as the board determines.

Section 2. Vacancies in the membership of any committee appointed by the board of directors shall be filled by the board of directors at a regular or special meeting of the board of directors. Each committee shall keep regular minutes of its proceedings and report the same to the board when required. The designation of an executive committee, if any, and the delegation thereto of authority shall not operate to relieve the board of directors or any member thereof of any responsibility imposed upon it or him by law.

Section 3. Members of committees shall hold office until their successors are chosen and qualify. Any officer or agent or member of any committee elected or appointed by the board of directors may be removed by a majority vote of the members of that committee, whenever in their judgment, the best interest of the Association will be served thereby. Such removal shall be without prejudice to the contract rights, if any, of the person removed.

Section 4. The Rules Committee shall be comprised of Members in Good Standing who are not on the board of directors. The Rules Committee shall review the Easement Restrictions and ILA Bylaws for consistency, validity and reasonableness, keeping the membership's rights and enjoyment of Lake Vilbig foremost in mind. The Rules Committee shall recommend changes to one or both documents to the board of directors. The Rules Committee will be responsible for the appellate process and dispute resolution as prescribed in Article III, Section 9 of these Bylaws.

Section 5. The Finance Committee is a standing committee of the Board of Directors and is chaired by the Board Treasurer. The committee is responsible for reviewing and providing guidance for the organization's financial matters. Specifically, the committee assures internal controls, independent audit, and financial analysis for the organization.

ARTICLE IX COMPENSATION OF DIRECTORS

The directors of the Association, officers and committee members shall serve without compensation. However, any director, officer or committee member may be reimbursed for actual expenses incurred in the performance of his duties.

ARTICLE X NOTICES

Section 1. Notices to directors and Members shall be in writing and delivered personally or mailed to the directors or Members at their addresses appearing on the book of the Association. Notice by mail shall be deemed to be given at the time when deposited in the United States mail addressed to the Member or director at his address as it appears on the books of the Association with postage prepaid thereon.

Section 2. Whenever any notice is required to be given to any Member or director or other person under the provisions of the Declaration, any statute or the Articles or 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 equivalent to the giving of such notice.

Section 3. Attendance of any Member or director at a meeting shall constitute a waiver of notice of such meeting except where a director or member attends a meeting for the express purpose of objecting to the transaction of any business on the grounds that the meeting is not lawfully called or convened.

ARTICLE XI OFFICERS

Section 1. The officers of the Association shall include a president, a vice president, a secretary, and a treasurer, all of whom shall be elected by the board of directors. Board of Directors and Officers of the Corporation shall be one and the same. "Members Not in Good Standing" are not eligible to serve as Officers of the Association.

Section 2. The board of directors at its first meeting after each annual meeting of Members shall elect the officers of the Association.

Section 3. Other officers and assistant officers and agents may be elected or appointed by the board of directors as may be deemed necessary,

Section 4. All officers of the Association shall serve without compensation.

Section 5. The officers of the Association shall hold office for two (2) years unless they shall sooner resign or shall be removed or otherwise disqualified to serve. Any officer elected or appointed by the board of directors may be removed by the board of directors with or without notice whenever, in its judgment, the best interests of the Association will be served thereby. Such removal shall be without prejudice to the contract rights, if any of the person so removed. Any vacancy occurring in any office of the Association by death, resignation, removal, or otherwise shall be filled by the board of directors.

THE PRESIDENT

Section 6. The president shall be the chief executive officer of the Association, shall preside at all meetings of the Members and the board of directors, shall have general and active management of the business of the Association, and shall see that all orders and resolutions of the board of directors are carried into effect.

Section 7. The president shall execute all leases, bonds, mortgages, deeds, promissory notes and other written instruments, except where required by law to be otherwise signed and executed.

THE SECRETARY AND ASSISTANT SECRETARY

Section 8. The secretary shall attend all meetings of the board of directors and all meetings of the Members and record all the votes and proceedings of the meetings of the Members of the Association and of the board of directors in a book to be kept for that purpose. The Secretary shall give or cause to be given notice of all meetings of the Members and special meetings of the board of directors.

Section 9. The assistant secretaries, in the order of their seniority, unless otherwise determined by the board of directors, shall in the absence or disability of the secretary, perform the duties and exercise the powers of the secretary. They shall perform such other duties and have such other powers as the board of directors may from time to time prescribe.

THE VICE PRESIDENT

Section 10. The vice president, in the absence or disability of the president, shall perform the duties and exercise the powers of the president. The vice president shall perform such other duties and have such other powers as the board of directors shall prescribe.

THE TREASURER AND ASSISTANT TREASURERS

Section 11. The treasurer shall have the custody of the corporate funds and securities and shall keep full and accurate accounts of receipts and disbursements in books belonging to the Association and shall receive and deposit all moneys and other valuable effects in the name and to the credit of the Association in such depositories as may be designated by the board of directors.

Section 12. The treasurer shall oversee disbursement of the funds of the Association as may be authorized by the board of directors, making proper vouchers for such disbursements, and shall render to the president and the board of directors at its regular meetings or when the board of directors so requires an account of all his transactions as treasurer and of the financial condition of the Association.

Section 13. The treasurer shall sign all promissory notes of the Association and shall prepare an annual budget and a statement of income and expenditures to be presented to the membership at its regular annual meeting and make a copy available for review by Members. The treasurer shall have the Association's books reviewed by a public accountant at the completion of each fiscal year.

Section 14. The Association's fiscal year shall begin on January 1 and extend through December 31.

Section 15. If required by the board of directors, the treasurer shall, at the expense of the Association, give the Association a bond in such sum and with such surety or sureties as shall be satisfactory to the board of directors for the faithful performance of the duties of his office and for the restoration to the Association, in case of his death, resignation, retirement, or removal from office, of all books, papers, vouchers, money and other property of whatever kind in his possession or under his control belonging to the Association.

Section 16. The treasurer shall be the chairperson of the finance committee.

Section 17. The assistant treasurers, in the order of their seniority, unless otherwise determined by the board of directors, shall perform the duties and exercise the powers of the treasurer in the absence or disability of the treasurer. They shall perform such other duties and have such other powers as the board of directors may prescribe from time to time.

Section 18. The treasurer or the treasurer's appointee shall report on the financial condition of the Association at each meeting of the Members.

ARTICLE XII DELEGATION OF DUTIES

If in carrying out the duties of the Association hereunder and under the Declaration, the directors contract for the services of a professional person or management firm to manage the Association, the officers shall have the power to delegate to such person or firm, or an employee thereof, the authority to sign and endorse checks on behalf of the Association, subject to such reasonable limitations as the officers may in their discretion deem necessary or appropriate. Any such professional person or employee or principal of such management firm cannot be a director of the Association.

ARTICLE XIII MEETING OF MEMBERS

Section 1. Meetings of the Members for the election of directors shall be held at the time and place as stated in the notice of the meeting

Section 2. Annual meetings of Members commencing with the year following the calendar year in which these Bylaws are adopted shall be held at 7:00 pm on the second Thursday of January if not a legal holiday, and if the date falls on a legal holiday, then on the next secular day following at 7:00 o'clock P.M., at such time they shall elect by plurality vote, which shall be by secret written ballot, a board of directors, and transact such other business as may properly be brought before the meeting.

Section 3. Special meetings of the Members may be requested by the president or the board of directors and shall be called by the secretary. A special meeting of the members shall be called by the secretary upon written request of thirty Members.

Section 4. Written notice stating the place, day and hour of the meeting, and in the case of a special meeting, the purpose or purposes for which the meeting is called, shall be delivered not less than ten (10) nor more than sixty (60) days before the day of the meeting, either personally or by mail, by or at the direction of the president, the secretary or the officer or person calling the meeting, to each Member entitled to vote at such meeting.

Section 5. Business transacted at any special meeting shall be confined to the purposes stated in the notice thereof.

Section 6. The presence at any meeting of Members entitled to cast fifty percent (50%) of the votes, represented in person or by proxy, shall constitute a quorum at meeting of Members except as otherwise provided in the Declaration, the Articles, or these Bylaws. If, however, a quorum shall not be present or represented at any meeting of the Members, the Members present in person or represented by proxy shall have power to adjourn the meeting and immediately after such adjournment (subject to the notice requirement set forth in Section 4) to reconvene a meeting of Members, at which the subsequent quorum shall consist of fifty percent (50%) of the quorum required at the

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prior meeting, and if a quorum is present, any business may be transacted which might have been transacted at the meeting as originally notified; provided that, no such second meeting shall be held more than sixty (60) days following the prior meeting.

Section 7. Other than for the election of directors, the vote of Members entitled to cast a majority of the votes thus represented at a meeting at which a quorum is present shall be the act of the Members meeting, unless the vote of a greater number is required by law, the Declaration, the Articles or other provisions of these Bylaws.

Section 8. In the event of a tie vote among candidates elected to serve on the Board of Directors or other business to be transacted at the meeting, a run-off election shall be held at such meeting without further notice other than announcement at the meeting.

Section 9. Each Member may cast as many votes, as entitled, to exercise under the terms and provisions of the Articles or the Declaration on each matter submitted to a vote at a meeting of Members except to the extent that the voting rights of any Member have been suspended in accordance with these Bylaws or the Declaration. At each election for directors, every Member entitled to vote at such election shall have the right to cast as many votes as he is entitled to exercise under the terms and provisions of the Articles or the Declaration, in person or by proxy, for as many persons as there are directors to be elected and for whose election he has a right to vote, and Members of the Association are expressly prohibited from cumulating their votes in any election for directors of the Association.

Section 10. A Member may vote in person or by proxy executed in writing by the Member or by his duly authorized attorney in fact. No proxy shall be valid after eleven (11) months from the date of execution unless otherwise provided in the proxy. Each proxy shall be revocable, unless expressly provided therein to be irrevocable. In no event shall it remain irrevocable for a period of more than eleven (11) months from the date of its execution.

Section 11. The officer or agent having charge of the corporate books shall make, at least ten (10) days before each meeting of Members, a complete list of the Members entitled to vote at such meeting or any adjournment thereof, with the address of each. Such list shall be kept on file at the principal office of the Association and shall be subject to inspection by any Member by appointment only, for a period of ten (10) days prior to such meeting. Such list shall also be produced and kept open at the time and place of the meeting and shall be subject to the inspection of any Member during the whole time of the meeting.

Section 12. The board of directors may fix in advance a date, not exceeding fifty (50) days preceding the date of any meeting of Members, as a record date for the determination of the Members entitled to vote at any such meeting and any adjournment thereof and, in such case, such Members and only such Members as are Members of record on the date so fixed shall be entitled to such notice of and to vote at such meeting

and any adjournment thereof, notwithstanding any change of membership on the books of the Association after any such record date fixed as aforesaid.

Section 13. Any action required by the statutes to be taken at a meeting of the Members or any action which may be taken at a meeting of the Members may be taken without a meeting if a consent in writing setting forth the action so taken shall be signed by all of the Members required to vote affirmatively with respect to the subject matter thereof. Such consent shall have the same force and effect as the required affirmative vote of Members.

Section 14. Any conflict between one or more provisions of these Bylaws and one or more provisions of the Articles shall be resolved in favor of the provision(s) set forth in the Articles. Any conflict between one or more provisions of the Bylaws and one or more provisions of the Declaration shall be resolved in favor of the provision(s) set forth in the Declaration.

ARTICLE XIV ASSESSMENTS

The rights of membership in the Association are subject to the payment of annual and special assessments levied by the Association, the obligation of which assessments is imposed by the Association, the obligation of which assessments is imposed against the Owner of and becomes a lien upon each Lot against which such assessments are made as provided in the Declaration, which is incorporated herein by reference and made a part hereof for all purposes.

ARTICLE XV BOOKS AND RECORDS

The Declaration, Articles, these Bylaws, and other books, records and papers of the Association shall be subject to inspection by any Member at all times during reasonable hours at the principal office of the Association where copies may be purchased at reasonable cost.

ARTICLE XVI INDEMNIFICATION

Section 1. The Association shall have the power to indemnify any director or officer or former director or officer of the Association for expenses and costs (including attorneys' fees) actually and necessarily incurred by him in connection with any claim asserted against him, by action in court or otherwise, by reason of his being or having been such director or officer, except in relation to matters as to which he shall have been guilty of negligence or misconduct in respect of the matter in which indemnity is sought.

Section 2. If the Association has not fully indemnified him, the court in the proceeding in which any claim against such director or officer has been asserted or any

**FIRST AMENDED BYLAWS OF
IRVING LAKE ASSOCIATION, INC.**

court having the requisite jurisdiction of an action instituted by such director or officer on his claim for indemnity may assess indemnity against the Association, its receiver or trustee for the amount paid by such director or officer in satisfaction of any judgment or in compromise of any such claim (exclusive in either case of any amount paid to the Association) and any expenses and costs (including attorneys' fees) actually and necessarily incurred by him in connection therewith to the extent that the court shall deem reasonable and equitable; proved, nevertheless, that indemnity may be assessed under this section only if the court finds that the person indemnified was not guilty of negligence of misconduct in respect of the matter in which indemnity is sought.

ARTICLE XVII ATTORNEY'S FEES

In the event that the Association becomes involved in any lawsuit or legal proceeding with a member of the Association (the "litigating member") concerning these Bylaws or any decision by the Board of Directors, and the Association is determined to be the prevailing party in the lawsuit or other legal proceeding, the Association shall be entitled to collect the reasonable attorneys fees and costs incurred by it in the lawsuit or legal proceeding from the litigating member. The Association shall be entitled to cause the attorney fees and costs to be set forth in the judgment or order entered in the lawsuit or other legal proceeding and to collect the same as if they were an assessment owed to the Association by the litigating member.

ARTICLE XVIII AMENDMENTS

Section 1. These Bylaws may be altered, amended or repealed at any regular meeting of the members or at any special meeting of the Members, provided that notice of such proposed action is contained in the notice of such special meeting.

Section 2. Notwithstanding any term or provision hereof to the contrary, any amendment to the Declaration, Articles or to these Bylaws causing a Material Change (hereinafter defined) in Member's rights under such instrument shall not become effective unless passed by a majority vote of a quorum (as defined in Article XIII Section 6) present at a meeting duly called for such purpose.

For purposes hereof, a "Material Change" in Member's rights shall mean:

- (a) impacting all Member's voting rights by: a reduction, impairment, or elimination of such, hereunder;
- (b) an increase in assessments, reduction in the amount of any capital reserve or working fund held by the Association or change in the Association's lien rights under the Declaration;
- (c) a reduction of the maintenance responsibilities of the Association with respect to the Lake Area;

- (d) impairment of Members' rights to lease, transfer, sell or mortgage their Lots, or to use the Lake Area as provided in the Declaration;
- (e) dissolution of the Association;
- (f) reduction of casualty and liability insurance coverage carried by the Association, or amendment or elimination of the requirement that such coverage be carried;
- (g) amendment of any provision in the Declaration, Articles or these Bylaws expressly intended for the benefit of the holders of valid and subsisting first mortgages liens on Lots;

The above Bylaws reflect the full and complete Bylaws of Irving Lake Association, Inc. and supersede and replace the Original Bylaws, and any and all Amendments thereto prior to the date of signature below.

IN WITNESS WHEREOF, the Association has caused this instrument to be executed on 8 day of September, 2011.

By: E.L. Hamner
E.L. Hamner
 Print name

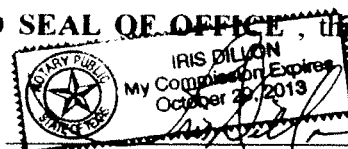
Its: Secretary

ACKNOWLEDGMENT

STATE OF TEXAS §
 §
 COUNTY OF DALLAS §

BEFORE ME, the undersigned authority, a Notary Public in and for the State of Texas, on this day personally appeared E. L. HAMNER, Secretary of Irving Lake Association, Inc., a Texas non-profit corporation, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that (s)he executed the same for the purposes and consideration therein expressed, in the capacity therein stated and as the act and deed of such non-profit corporation.

September, 2011. GIVEN UNDER MY HAND AND SEAL OF OFFICE, this 8th day of



Notary Public in and for the State of Texas

G:\Bylaws.amd\IrvingLake\Amended Bvlawsfinal 6.22.11

FIRST AMENDED BYLAWS OF
 IRVING LAKE ASSOCIATION, INC.

ARTICLES OF INCORPORATION

OF

IRVING LAKE ASSOCIATION, INC.

FILED
In the Office of the
Secretary of State of Texas
DEC 21 1983

Clerk B
Corporations Section

We, the undersigned, natural persons of the age of twenty-one years or more, at least two of whom are citizens of the State of Texas, acting as incorporators of a corporation under the Texas Non-Profit Corporation Act, do hereby adopt the following Articles of Incorporation for a non-stock, non-profit corporation:

ARTICLE ONE

Definitions

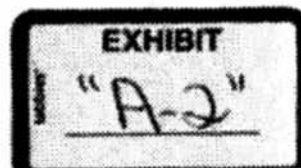
The following words when used in these Articles of Incorporation shall have the following meanings:

(a) "Corporation" shall mean and refer to the corporation incorporated hereunder.

(b) "Owner" shall mean and refer to every person or entity who is a record owner of a fee or undivided fee interest in any Lot. The foregoing is not intended to include persons or entities who hold an interest merely as security for the performance of an obligation.

(c) "Member" shall mean and refer to each owner.

(d) "Lot" means any lot in any platted subdivision within the Property, and, to the extent any portion of the Property abutting the shoreline of the Lake is not platted, then the same means each portion of the Property which borders or has 65 feet of frontage on the Lake.



(e) "Lake" or "Lake Area" means all of the property lying within the reference line described in Exhibit A of the Declaration which is or would be inundated by the body of water now on the property at the normal pool elevation of such lake, which is 429 feet above mesne sea level and which is intended for the common use and enjoyment of the Members of the Corporation as provided in the Declaration, together with any and all improvements that are now or may hereafter be constructed thereon.

(f) "Declaration" shall mean and refer to that certain Declaration of Covenants, Restrictions and Conditions applicable to the Property and recorded in the office of the County Clerk, as the same may be amended or supplemented from time to time as therein provided.

ARTICLE TWO

The name of the Corporation is Irving Lake Association, Inc.

ARTICLE THREE

This Corporation is a non-profit corporation. The general purposes for which it is formed are to promote the health, safety and welfare of the Members and to provide for maintenance and preservation of the Property. The specific purposes for which this Corporation is formed include (but shall not be limited to) the following:

(a) To borrow money and to acquire (by gift, purchase or otherwise), own, hold, improve, build upon, operate, maintain, convey, sell, lease, transfer, dedicate for public use or otherwise dispose of real or personal property in connection with the affairs of the Corporation.

(b) To maintain the Lake Area for the Members.

(c) To exercise all of the powers and privileges and to perform all of the duties and obligations of the Corporation as set forth in the Declaration, and reference to which is hereby made for all purposes.

(d) To fix, levy, collect and enforce payment by any lawful means of, all charges or assessments provided for by the terms of the Declaration and to pay all expenses in connection therewith and all office and other expenses incident to the conduct of the business of the Corporation, including any licenses, taxes or governmental charges which may be levied or imposed against the Lake Area or any other property owned by the Corporation.

(e) Insofar as permitted by law, to do any other thing that in the opinion of the Board of Directors will promote the common benefit and enjoyment of the residents of the Properties; provided that no part of the net earnings of the Corporation shall inure to the benefit of or be distributable to any Member, director or officer of the Corporation, or any private individual (except that reasonable compensation may be paid for services rendered to or for the Corporation affecting one or more of its purposes); and provided further that no part of the activities of the Corporation shall be carrying on propaganda or otherwise attempting to influence legislation or participating in or intervening in (including the publication or distribution of statements), any political campaign on behalf of any candidate for public office.

ARTICLE FOUR

The address of the initial registered office of the Corporation is 2500 South Tower, Plaza of the Americas, Dallas,

Texas 75201, and the name of its initial registered agent at such address is Gene L. McCoy.

ARTICLE FIVE

The period of duration of the Corporation is perpetual.

ARTICLE SIX

The business and affairs of the Corporation shall be managed by a Board of three (3) Directors, who need not be Members of the Corporation. The number of Directors may be changed by amendment of the Bylaws of the Corporation, but shall in no event be less than three (3) nor more than nine (9). The names and addresses of the persons who are to act initially in the capacity of Directors until the selection of their successors are:

Fred E. Roach	Centennial Homes, Inc. 5720 LFJ Freeway, Suite 610 Dallas, Texas 75240
John L. Summitt	Centennial Homes, Inc. 5720 LBJ Freeway, Suite 610 Dallas, Texas 75240
H. Clayton Sanders, Jr.	Centennial Homes, Inc. 5720 LBJ Freeway, Suite 610 Dallas, Texas 75240

ARTICLE SEVEN

The name and street address of each incorporator is:

Gene L. McCoy	2500 South Tower Plaza of the Americas Dallas, Texas 75201
Charles C. Jordan	2500 South Tower Plaza of the Americas Dallas, Texas 75201
David G. Drumm	2500 South Tower Plaza of the Americas Dallas, Texas 75201

ARTICLE EIGHT

Every person or entity who is now or hereafter becomes an Owner shall automatically be a Member of the Corporation, and membership shall be appurtenant to and may not be separated from ownership of any Lot which is subject to assessment by the Corporation.

ARTICLE NINE

The Corporation shall have two classes of voting membership: Class A and Class B, and the same shall have the voting rights provided in the Declaration.

ARTICLE TEN

The Corporation shall have no stock or shares.

ARTICLE ELEVEN

Upon dissolution of the Corporation, other than incident to a merger or consolidation, no Member, director or officer of the Corporation, or any private individual, shall be entitled to share in the distribution of any assets of the Corporation. The assets both real and personal of the Corporation shall be dedicated (or contributed, in the case of reserve funds or other cash sums) to an appropriate public agency to be devoted to purposes as nearly as practicable the same as those in which they were required to be devoted by the Corporation. In the event that such dedication is refused acceptance, such assets shall be granted, conveyed and assigned to any non-profit corporation, association, trust or organization engaged in activities substantially similar to those of the Corporation and which are qualified as exempt organizations under the Internal Revenue Code of 1954 or the corresponding provisions of any United States Internal Revenue law.

IN WITNESS WHEREOF, we have hereunder set our hands this 16th
day of December, 1983.

Gene L. McCoy
Gene L. McCoy

Charles C. Jordan
Charles C. Jordan

David G. Drumm
David G. Drumm

STATE OF TEXAS)
)
COUNTY OF DALLAS)

I, Nancy Maxson, a Notary Public in and for said state and county do hereby certify that on this 16th day of December, 1983 personally appeared before me Gene L. McCoy, Charles C. Jordan and David G. Drumm, who each being by me duly sworn, severally declared that they are the persons who signed the foregoing document as incorporators and that the statements therein contained are true.

Nancy Maxson
Name: NANCY MAXSON
Notary Public, State of Texas.

My Commission expires: 8-6-86.



The State of Texas

Secretary of State

CERTIFICATE OF AMENDMENT .

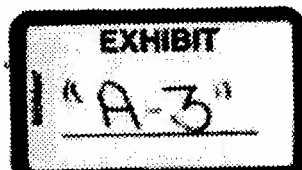
FOR

IRVING LAKE ASSOCIATION, INC.
CHARTER NUMBER 684332.

THE UNDERSIGNED, AS SECRETARY OF STATE OF THE STATE OF TEXAS, HEREBY CERTIFIES THAT ARTICLES OF AMENDMENT, DULY SIGNED AND VERIFIED, HAVE BEEN RECEIVED IN THIS OFFICE AND ARE FOUND TO CONFORM TO LAW.

ACCORDINGLY THE UNDERSIGNED, AS SUCH SECRETARY OF STATE, AND BY VIRTUE OF THE AUTHORITY VESTED IN HIM BY LAW, ISSUES THIS CERTIFICATE AND ATTACHES HERETO A COPY OF THE ARTICLES OF AMENDMENT.

DATED FEB. 21, 1984



Robert W. Fairley
Secretary of State

ARTICLES OF AMENDMENT BY THE DIRECTORS
TO THE ARTICLES OF INCORPORATION OF
IRVING LAKE ASSOCIATION, INC.

Book 20, Page 100 of 100
Filed for Record in Dallas County, Texas

FEB 21 1984

Pursuant to the provisions of Article 1396-4.02 of the Texas Non-Profit Corporation Act, the undersigned directors adopt the following Articles of Amendment to the Articles of Incorporation of the corporation, which specifies where the Declaration of Covenants, Restrictions and Conditions referred to in the Articles of Incorporation was filed.

ARTICLE ONE: The name of the corporation is Irving Lake Association, Inc.

ARTICLE TWO: The following amendment to the Articles of Incorporation was adopted by the directors of the corporation on January 1, 1984:

Article One (f) of the Articles of Incorporation is hereby amended to read as follows: "Declaration" shall mean and refer to that certain Declaration of Covenants, Restrictions and Conditions applicable to the Property and recorded in the deed records of Dallas County at Volume 79112, Page 2646, as the same may be amended or supplemented from time to time as therein provided.

ARTICLE THREE: There are not yet any members of the corporation having voting rights.

ARTICLE FOUR: The foregoing amendment was adopted by the unanimous written consent of the directors named in the Articles of Incorporation of the corporation.

Dated: January 30, 1984.

IRVING LAKE ASSOCIATION, INC.

By Frederick S. Leach
President

By John E. Summitt
Secretary

STATE OF TEXAS
COUNTY OF DALLAS

L. Mease, a Notary Public, do hereby certify that on this 31st day of January, 1984, personally appeared before me Frederick S. Leach who declared he is President of the corporation executing the foregoing document, and being first duly sworn, acknowledged that he signed the foregoing document in the capacity therein set forth and declared that the statements therein contained are true.

IN WITNESS WHEREOF, I have hereunto set my hand and seal the day and year before written.

Lallorne G. Moore
[signature]

Lallorne G. Moore
[Typed name]
Notary Public in and for
the State of Texas

STATE OF TEXAS
COUNTY OF DALLAS

I, Lallorne G. Moore, a Notary Public, do hereby certify that on this 31st day of January, 1984, personally appeared before me John F. Warren who declared he is Secretary of the corporation executing the foregoing document, and being first duly sworn, acknowledged that he signed the foregoing document in the capacity therein set forth and declared that the statements therein contained are true.

IN WITNESS WHEREOF, I have hereunto set my hand and seal the day and year before written.

Lallorne G. Moore
[signature]

Lallorne G. Moore
[Typed name]
Notary Public in and for
the State of Texas

Filed and Recorded
Official Public Records
John F. Warren, County Clerk
Dallas County, TEXAS
09/12/2011 08:38:05 AM
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RESTRICT 1/31

**SECOND AMENDED AND RESTATED
LAKE EASEMENT RESTRICTIONS
AND COVENANTS
FOR
IRVING LAKE**

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**SECOND AMENDED AND RESTATED
LAKE EASEMENT RESTRICTIONS AND COVENANTS
FOR
IRVING LAKE**

Amended and Adopted January 12, 2011

STATE OF TEXAS §
 § **KNOW ALL MEN BY THESE PRESENTS:**
COUNTY OF DALLAS §

This **SECOND AMENDED AND RESTATED LAKE EASEMENT RESTRICTIONS AND COVENANTS FOR IRVING LAKE** (this "Declaration") is made this 12th day of January, 2011, by the membership of the **Irving Lake Association, Inc. ("ILA")**.

WITNESSETH:

WHEREAS, Centennial Homes, Inc. (the "Developer"), recorded an instrument entitled "Lake Easement Restrictions and Covenants", dated June 6, 1979, in Volume 79112, Page 2646 of the Deed Records of Dallas County, Texas (the "Existing Restrictions"); and

WHEREAS, the Existing Restrictions was supplemented by the following instruments: (i) Supplemental Declaration to Lake Easement Restrictions and Covenants dated December 7, 1989, and recorded in Volume 89240, Page 2561 of the Deed Records of Dallas County, Texas (the "First Supplement"); (ii) Second Supplemental Declaration to Lake Easement Restrictions and Covenants dated August 3, 1992, and recorded in Volume 92154, Page 2866 of the Deed Records of Dallas County, Texas (the "Second Supplement"); (iii) Third Supplemental Declaration to Lake Easement Restrictions and Covenants dated January 2, 1996, and recorded in Volume 96066, Page 7268 of the Deed Records of Dallas County, Texas (the "Third Supplement"); and (iv) Fourth Supplemental Declaration to Lake Easement Restrictions and Covenants dated August 28, 1997, and recorded in Volume 97172, Page 3405 of the Deed Records of Dallas County, Texas (the "Fourth Supplement"); and

WHEREAS, the First Supplement, the Second Supplement, the Third Supplement, and the Fourth Supplement are collectively referred to herein as the "Supplementary Declarations"; and

WHEREAS, the Existing Restrictions were amended by that certain Amendment No. 1 Lake Easement Restrictions and Covenants dated June 28, 1984, and recorded in Volume 84129, Page 4548 of the Deed Records of Dallas County, Texas (the "First Amendment"); and

WHEREAS, the Existing Restrictions were replaced and amended by that certain First Amended and Restated Lake Easement Restrictions and Covenants for Irving Lakes, recorded in Volume ²⁰⁰²239, Page 11072, of the Deed Records of Dallas County, Texas (the "First Amended Declaration").

WHEREAS, the First Amended Declaration was supplemented by that certain Supplement to First Amended and Restated Lake Easement Restrictions and Covenants for Irving Lakes (the "First Supplement"); and

WHEREAS, Article VIII, Section 5 of the First Amended Declaration provides that the First Amended Declaration may be amended by the vote of at least fifty percent (50%) of a quorum of Members at a meeting of the Members of the Association duly called for such purpose; and

WHEREAS, at the annual meeting of the Members held on January 12, 2011, the following Declaration was approved by the requisite percentage of Members of the Association.

NOW, THEREFORE, the First Amended Declaration, as supplemented by the First Supplement, is hereby replaced and superceded by this Declaration, and from and after the recording of this instrument in the Deed Records of Dallas County, Texas, the real property described within Exhibit "A" attached hereto, and such phases or additions thereto as may hereafter be made subject to the terms hereof and pursuant to Article VII hereof, is and shall be held, sold, used and conveyed subject to the following easements, restrictions, covenants and conditions, which are for the purpose of protecting the value and desirability of and which shall run with the real property subjected to this Declaration. This Declaration shall be binding on all parties having any right, title or interest in the described the Property or any part thereof, their heirs, successors, successors-in-title, and assigns, and shall inure to the benefit of each owner thereof subject to the following easements and restrictions which shall;

- (i) be covenants running with and binding the Property and each and every Lot therein and
- (ii) be binding upon and enforceable against ILA and its successors and assigns and all subsequent owners of the Property or any portion thereof, whether by purchase, descent, devise, gift, trade or otherwise, and each and all individuals and entities by the acceptance of title to any portion of the Property, shall and do thereby agree and covenant to abide by and perform the following provisions, and agreements:

ARTICLE I DEFINITIONS

The following shall have the meanings indicated:

Section 1. "Property" means all of the property which lies within and is enclosed by a line that is parallel with and located toward the land (rather than toward the water of the Lake) a distance of ten (10) feet from the reference line of the Lake Area as described in **Exhibit "A"** attached hereto and made a part hereof for all purposes, as the same may be adjusted as provided in Article VII and includes all of the Lake or Lake Area.

Section 2. "ILA" or "Association" shall mean and refer to the Irving Lake Association, Inc., a Texas non-profit corporation.

Section 3. "Owner" shall mean and refer to every person or entity who is a recorded owner of a fee or undivided fee interest in any Lot. The foregoing is not intended to include persons or entities that hold an interest merely as security for the performance of an obligation.

Section 4. "Member" shall mean and refer to each owner as provided herein in Article II.

Section 5. "Lot" means those lots described in **Exhibit "A"** to this Declaration which are zoned R-40, R-15, R-7.5, or R-6 in accordance with the City of Irving Ordinance No 1144, Zoning Area Regulations, and, to the extent any portion of the Property abutting the shoreline of the Lake is not platted, then the same means each portion of the Property which borders or has 65 feet of frontage on the Lake, and, any lot, the owner of which has agreed and consented to the submission of his or her lot to this Declaration and to the jurisdiction of the Association. Lots within any platted subdivision within the Property which is not described in **Exhibit "A"** or which has not been submitted to this Declaration by the owner thereof is not considered to be a "Lot" under this Declaration. Lots may be submitted to this Declaration by an owner in accordance with Article II, Section 1 of the Declaration.

Section 6. "Lake" or "Lake Area" means all of the property lying within the reference line described in **Exhibit "A"** which is or would be inundated by the body of water now on the property at the normal pool elevation of such lake, which is 429 feet above mean sea level.

Section 7. "Lake Bed" means all of the property which lies within and is enclosed by a line which is parallel with and located toward the water (rather than to the shore or land) a distance of twenty-five feet (25') from the reference line of the Lake Area as described in Exhibit A attached hereto and made a part hereof for all purposes, as the same may be adjusted as provided in Article VII.

Section 8. "Existing Restrictions" means those certain covenants and restrictions made by Centennial Homes, Inc. and recorded in Volume 79112, Page 2646 of the Deed Records of Dallas County, Texas covering Garden Isles Addition, Section 1, and any other similar restrictions hereafter filed of record in the records of the County Clerk of Dallas County, Texas, covering other subdivisions in or adjoining the Property.

Section 9. "Member Not in Good Standing" shall mean a Member whose membership rights have been suspended by the Association because the Member is either (i) not current in the payment of assessments and all related charges, or (ii) not in compliance with the Declaration, these Bylaws or any published rule and regulation of the Association.

Section 10. "Declaration" means this Lake Easement Restrictions and Covenants.

Section 11. General. Other words and phrases used herein shall have the same meaning and definition as used and provided in the Declaration.

ARTICLE II

MEMBERSHIP AND VOTING RIGHTS IN THE ASSOCIATION

Section 1. **Membership:** The owner of a lot within the Property which is not described in **Exhibit "A"** to this Declaration is not a Member of the Association but may become a Member by submitting his or her lot to this Declaration by recording an instrument (in a form approved by the Board of Directors) to this effect in the Dallas County Deed Records. Upon the recording of such instrument, the owner of the lot shall become a Member of the Association and the lot shall thereafter be considered to be a "Lot" under this Declaration.

Section 2. **Classes of Membership:** The Association shall only have one class of voting membership.

Section 3. **Voting Rights:** Each Member in Good Standing shall be entitled to one vote for each Lot in which they hold the interest required for membership. When more than one person holds such interest or interests in any Lot, all such persons shall be Members, and the vote for such Lot shall be exercised as they, among themselves, determine, but in no event shall more than one vote be cast with respect to any such Lot. If more than one vote is received, all conflicting votes by Owners of a Lot will be void and of no effect.

Section 4. **Voting, Quorum and Notice Requirements:** Except as specifically provided elsewhere herein, any action of the Association may be taken with the consent of a majority of the total votes represented at a meeting duly called for that purpose, written notice of which shall be given to all Members not less than ten (10) days nor more than sixty (60) days in advance and shall set forth the purpose of such meeting.

(a) At the first meeting called, as hereinafter provided, the presence at the meeting of Members, or of proxies, entitled to cast fifty (50) percent of all the votes of membership shall constitute a quorum. If the required quorum is not present at the meeting, the Members present in person or represented by proxy shall have the power to adjourn the meeting and immediately after such adjournment, subject to the notice requirement hereinabove set forth, to reconvene a meeting of Members, at which a quorum shall consist of fifty percent (50%) of the quorum required at the prior meeting, and if a quorum is present, any business may be transacted which might have been transacted at the meeting as originally notified; provided that, no such subsequent meeting shall be held more than sixty (60) days following the prior meeting.

(b) Any provision of this Declaration to the contrary notwithstanding, any action referred to in paragraph (a) of this Section may be taken with the assent given in and signed by Members having a majority of the outstanding votes.

(c) Except as specifically set forth herein, notice, voting and quorum requirements for all action to be taken by the ILA shall be as set forth in its Articles of Incorporation and Bylaws, as same may be amended from time to time.

ARTICLE III

PROPERTY RIGHTS IN THE LAKE AREA

Section 1. Members' Easements of Enjoyment: Subject to the other provisions hereof, every Member and every tenant of every Member, who resides on a Lot, and each individual who resides with either of them, respectively, on such Lot shall have a right and easement of use, and enjoyment in and to the Lake at their own risk. Such easement shall be appurtenant to and shall pass with the title to every Lot.

Section 2. Extent of Members' Easements: The rights and easements of enjoyment created hereby shall be subject to the following:

(a) The right of the ILA to prescribe regulations governing the use, operation and maintenance of the Lake.

(b) The right of the ILA, as provided in its Bylaws, to suspend the voting rights of any Member and to suspend the right of any individual to use the Lake for any period during which any assessment against a Lot resided upon by such individual remains unpaid, or for an infraction of this Declaration or its rules and regulations.

(c) Subject to approval by notarized written consent of two-thirds (2/3) of the Members, the right of the Association to dedicate or transfer all or any part of the Lake to any public agency, authority, or utility for such purposes and upon such conditions as may be agreed to by the Members.

ARTICLE IV
COVENANT FOR MAINTENANCE ASSESSMENTS

Section 1. Covenant for Assessments: Each Owner of any Lot, by acceptance of a deed therefore, whether or not it shall be so expressed in any such deed or other conveyance, shall be deemed to covenant and agree, to pay to the Association:

- (a) annual assessments;
- (b) special assessments;
- (c) special assessments; for capital improvements, such assessments to be fixed, established and collected from time to time as hereinafter provided;
- (d) individual special assessments levied against individual Lot Owners to reimburse the Association for fines levied against an Owner pursuant to this Declaration or for extra costs for maintenance and repairs caused by the willful or negligent acts of the individual Owner and not caused by ordinary wear and tear, such assessments to be fixed, established and collected from time to time as hereinafter provided.
- (e) If a Lot is owned by multiple Owners, each Owner shall be jointly and severally responsible for the payment of any obligations attributable to their Lot. Assessments shall be levied on a per Lot basis and not on a per capita basis.

Section 2. Lien for Assessment: If any assessment or any part thereof is not paid on the date when due, then the unpaid amount of such assessment shall become delinquent and shall, together with such interest thereon, late charges and cost of collection thereof as hereinafter provided, thereupon become a continuing lien on the Lot of the non-paying Owner which shall bind such Lot in the hands of the Owner, his heirs, executors, devisees, personal representatives and assigns. The lien for unpaid assessments shall be unaffected by any sale or assignment of a Lot and shall continue in full force and effect. No Owner may waive or otherwise escape liability for the assessment provided herein by non-use of the Property or abandonment of his Lot. If any assessment or part thereof is not paid within thirty (30) days after it is due, the unpaid amount shall bear interest from the due date at the rate of ten percent (10%) per annum.

Section 3. Subordination of Lien: The lien of the assessments provided for herein shall be subordinate and inferior to the lien of any first mortgage or deed of trust now or hereafter placed upon the Lots subject to assessments; provided, however, that such subordination shall apply only to the assessments which have become due and payable prior to foreclosure, whether public or private, of such property pursuant to the terms and conditions of any such deed of trust. Such sale shall not relieve such Lots from liability for the amount of any assessments thereafter becoming due or from the Lien of any such subsequent assessment.

Section 4. Purpose of Assessments: The assessments levied by the Association shall be used exclusively for the purpose of benefiting the residents of the Property and particularly for the maintenance of the Lake and carrying out the purposes of this document, including, but not limited to, legal costs, the payment of taxes on and insurance in connection with the Lake.

Section 5. Basis and Amount of Normal Assessments: The annual assessment shall be fixed by the Members at a meeting called for that purpose by a vote per the requirements of Article II Section 3 of Members entitled to vote.

Section 6. Special Assessments: In addition to the normal assessments authorized by Section 1 hereof, the Association may levy in any assessment year special assessments, applicable to that year only, for the purpose of defraying, in whole or in part, to cover emergency costs, legal expenses incurred in defending the Association or enforcement of its rules, or for carrying out other purposes of the Association as stated in this Declaration or its Articles.

Section 7. Special Assessments for Capital Improvements: In addition to the normal assessments authorized by Section 1 hereof, the Association may levy in any assessment year a special assessment, applicable to that year only, for the purpose of defraying, in whole or in part, the cost of any construction or reconstruction, unexpected repair or replacement of a described capital improvement upon the Lake, including the necessary fixtures and personal property related thereto. Any such assessment shall have the affirmative approval of the Members entitled to vote per the requirements of Article II Section 3.

Section 8. Uniform Rate of Assessments: Both normal and special assessments (excepting therefrom special individual assessments) must be fixed at a uniform rate for all Lots.

ARTICLE V

MAINTENANCE OBLIGATIONS OF ASSOCIATION

The Association, for the benefit of the Property and the Owners, shall provide, and shall pay for out of its funds the following:

Section 1. Maintenance of Lake Area: The Association shall provide maintenance, cleaning, and repair to all of the Lake Area which is not included within a Lot.

Section 2. Maintenance of Lot: The Association shall provide maintenance, cleaning or repair of any item for which an individual Owner is not responsible as herein provided; provided further that in the event that the need for maintenance, cleaning or repair is caused through the omission or willful or negligent act of any Owner, his family or guests, or invitees, the cost of such cleaning, maintenance or repairs shall be added to and become a part of the assessment to which such Lot is subject.

ARTICLE VI **LOT OWNERS**

Section 1. Impoundment and Flowage: Each Lot is hereby declared to be burdened and subject to a perpetual easement to receive, retain and hold backwater, surface water and permit flowage over and upon such Lot, to the extent that each such Lot is within the Lake Area.

Section 2. Mutual Access: Each Lot within the Property is hereby declared to be burdened and subject to a perpetual nonexclusive access easement for the benefit of all other Lots, the Owners thereof and each owner's family, guests and invitees for the purpose of entering in and upon each such Lot to the extent that the same is within the Lake Area and limited only to that portion thereof which is covered by water for the purpose of swimming, boating, fishing and recreation and for the purpose of maintaining such Lake Area in accordance with the terms and provisions hereof.

Section 3. Maintenance: Each Lot is hereby declared to be burdened and subject to a perpetual covenant by each such Owner to maintain the Lake Area on such Owner's Lot and to keep the same free and clear of all brush, trash and floatable refuse or debris and each such Owner shall be responsible for and shall maintain the Shoreline upon such Owner's Lot in a good and orderly condition.

Section 4. Owner's Failure to Maintain: In the event that any Owner shall fail to maintain and repair his Lot as required hereunder, the Association, in addition to all other remedies available to it hereunder or by law, and without waiving any of said alternative remedies, shall have the right, through its agents and employees, to enter upon said Lot and clean, repair, maintain, and restore the Lot and each Owner (by acceptance of a deed for his Lot) hereby covenants and agrees to repay to the Association the cost thereof immediately upon demand, and the failure of any such Owner to pay the same shall carry with it the same consequences as the failure to pay any assessment hereunder when due.

Section 5. Restrictions on Use: The Lake Area shall be used only for fishing, swimming, boating and general recreational purposes, and each and all of the following uses are hereby expressly prohibited:

- (a) No gasoline or diesel motors of any kind (except only for emergency purposes, ILA scheduled maintenance and temporary repair) shall ever be allowed upon any of the Lake Area.
- (b) Remote controlled boats with electrically powered motors shall be allowed. No remote control boats of any size with combustible fueled engines shall be allowed.
- (c) No boat in excess of twenty five (25) feet, (except only for emergency purposes, ILA scheduled maintenance and temporary repair) shall be allowed on the Lake Area.

(d) No fishing apparatuses such as trot lines, "Yoyos", or nets, other than dip nets shall ever be allowed within the Lake Area. No unattended fishing apparatus shall be allowed.

(e) No structure or improvements other than normal retaining walls, dog stop boundary fences and boat docks shall ever be allowed or permitted within the Lake Area. Boat docks shall not exceed one fourth (1/4) the distance to the opposite shoreline, with a maximum of twenty five (25) feet.

(f) Any fence facing or running substantially parallel with the shoreline of the Lake must not be placed in the Lake Area.

Section 6. Maintenance of Grade and Pool Elevation: Each Owner of a Lot within the Property is prohibited from making any cuts, channels, fills or taking or doing any other action that would deviate, impede or in any manner alter the present or future normal flow of water in the Lake or which would alter or tend to alter the elevation of the Lake.

Section 7. Limitation on Use of Water: The usage of pumps for the purpose of watering the lawn, trees or shrubbery, or for decorative purposes is permitted with the following restrictions. All pumps must be registered with the ILA and must conform to registration requirements set by the ILA. All pumps and usage shall be subject to the published rules and regulations set by the ILA.

Section 8. Cleanliness: The Owner of each Lot shall use his best efforts to maintain all portions of his Lot visible from the Lake in a good and clean condition and shall keep the area of his Lot along the shoreline mowed and in a clean and neat condition and state of repair. No garbage, trash, refuse, waste, grass or other cuttings shall ever be dumped or placed within the Lake Area.

ARTICLE VII **ENLARGEMENT**

Section 1. Enlargement: So long as the ILA owns any interest in the Lake, the majority of the Board of Directors of the ILA shall have the continuing right, power and authority, without the vote or approval of the Association or any Member, to annex or add additional property to this Declaration by filing of record in the Deed Records of Dallas County, Texas a supplementary document to this Declaration (the "Supplemental Declaration"), and upon the filing of such Supplemental Declaration, the scheme and purpose of the covenants, restrictions, assessments and duties of this Declaration shall be automatically extended to the property described in such Supplemental Declaration and upon the filing of such Supplemental Declaration, the jurisdiction, functions, duties, assessments, membership, voting rights and privileges of the Association and this Declaration shall be extended to the properties so added and to the owners thereof. The properties which may be added to this Declaration and the Association in accordance with the provisions of this section consist of and cover all of that land presently owned by

the ILA (provided, however, any property so added which, is not owned by ILA must be with the consent of the owner of such property). In the event any additional property is added pursuant to the provisions of this section the voting rights and assessment obligations of any newly added shore area land shall be on a pro rata and comparable basis as set forth in this Declaration for present Members.

ARTICLE VIII

GENERAL

Section 1. Enforcement: Enforcement of the easements, restrictions and agreements set forth herein may be by a proceeding or proceedings at law or in equity initiated by the Association or by a person or persons owning any Lot in the Subdivision against any person or persons violating or attempting to violate any covenant, easement or restriction herein contained, either to restrain violation or to recover damages, or both or to obtain such other relief as then may be legally available. In addition, the Association, through the Board of Directors, may levy fines for any violation of this Declaration, the Bylaws or any rules and regulations adopted by the Board after notice and an opportunity to cure have been provided to the violating Owner as provided in Article III, Section 6 of the Bylaws.

Section 2. Mortgages: The violation or failure to comply with any of the foregoing easements, restrictions or covenants shall in no way affect the validity of any mortgage, loan or bona fide lien which may now or hereafter exist upon any Lot in the Property but any such mortgage or lien shall be subject to the terms and provisions hereof.

Section 3. Binding Effect: The terms and provisions hereof shall be deemed to be covenants running with the land and shall be binding upon the ILA and the ILA's successors and assigns and each and every Owner of a Lot within the Property and such Owner's heirs, successors and assigns and anyone hereafter acquiring any interest in any Lot within the Property shall be deemed to have acquired such interest expressly subject to and burdened with each and all of the terms and provisions hereof.

Section 4. Sale or Transfer. If during the existence of this agreement, the ILA or any subsequent Owner of any Lot shall sell or transfer or otherwise terminate his interest as Owner or tenant of the Property or any part thereof, then from and after the effective date of such sale, transfer or termination of interest, that party shall be released and discharged from any and all obligations, responsibilities and liabilities under this agreement as to the parts sold or transferred, except those liabilities or damages (if any) which have already accrued as of such date and any such transferee, by the acceptance of the transfer of such interest, shall thereupon become subject to the covenants contained herein to the same extent as if such transferee were originally a party hereto.

Section 5. Amendments: . Except as otherwise provided herein, the terms and provisions of this document may be amended in whole or in part with a vote of greater than fifty percent (50%) of a quorum as defined in Article II, Sections 3 and 4 of any meeting of the Members called for that purpose, evidenced by a document in writing

signed by the President and Secretary of the Association certifying the vote and recorded in the office of the County Clerk of Dallas County, Texas.

Section 6. Severability: Invalidation of any one of these covenants or restrictions by judgment or court order shall in no wise affect any other provision, which shall remain in full force and effect.

Section 7. Headings: The headings contained in this document are for reference purposes only and shall not in any way affect the meaning or interpretation hereof.

The undersigned, being the President and Secretary of the Association, hereby certify that the above-referenced document was adopted by a vote of greater than fifty percent (50%) of a quorum as defined in Article II, Section 3 of the Members at a meeting on January 12, 2011, duly called for that purpose.

By: [Signature]
Its: **President**

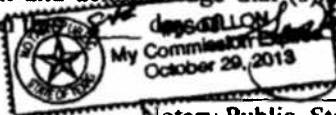
By: [Signature]
Its: **Secretary**

ACKNOWLEDGMENTS

STATE OF TEXAS :

COUNTY OF DALLAS :

BEFORE ME, the undersigned authority, personally appeared, GREGORY HOFFMAN, President of the Irving Lake Association, Inc., a Texas non-profit corporation and acknowledge that (s)he executed the foregoing document on behalf of said Association, on October 29, 2013.



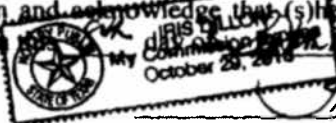
Notary Public, State of Texas

My commission expires: October 29, 2013

STATE OF TEXAS :

COUNTY OF DALLAS :

BEFORE ME, the undersigned authority, personally appeared, E. LISA HAMNER, Secretary of the Irving Lake Association, Inc., a Texas non-profit corporation and acknowledge that (s)he executed the foregoing document on behalf of said Association, on October 29, 2013.



Notary Public, State of Texas

My commission expires: October 29, 2013

G:\PUD.ADM\IrvingLake\AmendedEaseRest-final 6.22.11

**SECOND AMENDED AND RESTATED LAKE EASEMENT
RESTRICTIONS AND COVENANTS FOR IRVING LAKE**

EXHIBIT A

DESCRIPTION OF REFERENCE LINE FOR LAKE AREA, GARDEN ISLES
ADDITION TO THE CITY OF IRVING, TEXAS. LAKE OWNERS ASSOCIATION.

BEGINNING AT A POINT, SAID POINT BEING THE MOST NORTHERLY
NORTHWEST CORNER OF LOT 3, BLOCK D OF GARDEN ISLES ADDITION,
1ST INSTALLMENT, AN ADDITION TO THE CITY OF IRVING, TEXAS. SAID
POINT BEING LOCATED WEST 270.84 FEET AND NORTH 6774.80 FEET
FROM THE INTERSECTION OF THE CENTERLINE OF MAC ARTHUR BOULEVARD
WITH THE CENTERLINE OF THAT PORTION OF HUNTER-FERRELL ROAD WHICH
EXTENDS EAST FROM MAC ARTHUR BOULEVARD;

THENCE THE FOLLOWING COURSES AND DISTANCES:

SOUTH 29° 31' 24" WEST 88.96 FEET;
SOUTH 39° 06' 06" WEST 110.27 FEET;
NORTH 53° 46' 18" WEST 89.88 FEET;
NORTH 02° 51' 27" WEST 47.74 FEET;
SOUTH 71° 11' 52" WEST 126.81 FEET;
SOUTH 79° 56' 46" WEST 114.67 FEET;
NORTH 82° 20' 02" WEST 168.80 FEET;
SOUTH 15° 09' 08" WEST 70.81 FEET;
SOUTH 08° 30' 39" WEST 101.15 FEET;
SOUTH 13° 42' 44" WEST 102.93 FEET;
SOUTH 24° 25' 04" WEST 109.82 FEET;
SOUTH 31° 50' 08" WEST 112.45 FEET;
SOUTH 86° 21' 21" WEST 158.45 FEET;
NORTH 81° 45' 31" WEST 135.84 FEET;
SOUTH 68° 30' 37" WEST 150.00 FEET;
SOUTH 20° 50' 02" WEST 69.44 FEET;
SOUTH 05° 21' 46" EAST 90.95 FEET;
SOUTH 57° 25' 25" EAST 165.43 FEET;
NORTH 89° 24' 53" EAST 190.00 FEET;
SOUTH 77° 20' 33" EAST 102.23 FEET;
SOUTH 68° 46' 08" EAST 276.14 FEET;
SOUTH 52° 25' 30" EAST 238.91 FEET;
SOUTH 46° 54' 11" EAST 138.44 FEET;
SOUTH 86° 15' 13" EAST 137.22 FEET;
SOUTH 00° 00' 09" EAST 350.02 FEET;
SOUTH 47° 00' 00" WEST 114.00 FEET;
SOUTH 83° 00' 00" WEST 560.00 FEET;
SOUTH 67° 00' 00" WEST 125.00 FEET;
SOUTH 88° 30' 00" WEST 630.00 FEET;
NORTH 04° 00' 00" WEST 785.00 FEET;
NORTH 18° 00' 00" EAST 310.00 FEET;
NORTH 140.00 FEET;
WEST 120.00 FEET;
NORTH 67° 00' 00" WEST 640.00 FEET;
NORTH 90.00 FEET;
NORTH 45° 00' 00" EAST 170.00 FEET;
NORTH 10° 00' 00" EAST 89.89 FEET;
EAST 1962.50 FEET TO THE POINT OF BEGINNING. SAID REFERENCE
LINE ENCLOSES AN AREA OF 1,898,356.000 SQUARE FEET
OR 43.51 ACRES.

DESCRIPTION PREPARED BY:

J. P. AEN & CO.
CONSULTING ENGINEERS

J. AEN, P.E.
PRESIDENT

2002 239 11086

Garden Isles, First Installment, an addition to the City of Irving, Texas according to the map or plat thereof recorded in Volume 79057, Page 1355 of the Map Records of Dallas County, Texas.

Garden Isles, Second Installment, an addition to the City of Irving, Texas according to the map or plat thereof recorded in Volume 84229, Page 907 of the Map Records of Dallas County, Texas.

Garden Isles, Third Installment, an addition to the City of Irving, Texas according to the map or plat thereof recorded in Volume 86137, Page 4587 of the Map Records of Dallas County, Texas.

2002 239 11087

LEGAL DESCRIPTION

BEING all that tract of land in the City of Irving, Dallas County, Texas, a part of the S.B.S. & C.B.S. CO. SURVEY, ABSTRACT NO. 303, a part of the JOHN SLAYTON SURVEY, ABSTRACT NO. 1445, and being a part of that 217.877 acre tract of land conveyed to Centennial Development Company from Clark A. Findley and Herman A. Dierling on February 1, 1970 and recorded in Volume 70022, Page 1780, and being a part of that 18.312 acre tract of land conveyed to Centennial Homes, Inc. from Cifco Development Company on October 17, 1972 and recorded in Volume 72208, Page 1819, Dallas County Deed Records, and being further described as follows:

BEGINNING at the northeast corner of Garden Isles, 1st Installation, an addition to the City of Irving as recorded in Volume 79057, Page 1368, Dallas County Map Records, said point being in the west line of MacArthur Boulevard (a variable width right-of-way);

THENCE West, 411.82 feet along the north line of Garden Isles, 1st Installation, to a point for corner;

THENCE North 82 degrees 00 minutes 00 West, 129.45 feet to a point for corner;

THENCE North 85 degrees 00 minutes 00 seconds West, 481.84 feet to a point for corner;

THENCE North, 797.78 feet to a point for corner;

THENCE South 88 degrees 22 minutes 07 seconds East, 6.87 feet to the northwest corner of said 18.312 acre tract of land;

THENCE along the north line of said 18.312 acre tract of land as follows:

South 88 degrees 22 minutes 07 seconds East, 300.20 feet to a point for corner;

South 88 degrees 27 minutes 52 seconds West, 2.00 feet to a point for corner;

South 88 degrees 22 minutes 07 seconds East, 190.00 feet to a point for corner;

North 88 degrees 27 minutes 52 seconds East, 2.00 feet to a point for corner;

South 88 degrees 22 minutes 07 seconds East, 202.20 feet to a point for corner;

THENCE South, 781.86 feet to a point for corner;

THENCE South 82 degrees 00 minutes 00 seconds East, 48.88 feet to the beginning of a curve to the left which has a central angle of 30 degrees 00 minutes 00 seconds, a radius of 200.00 feet, and a tangent of 48.87 feet;

THENCE Southeast, 97.74 feet along said curve to the left (chord bears South 78 degrees 00 minutes 00 seconds East, 86.77 feet) to the end of said curve;

THENCE East, 180.00 feet to a point for corner in the west line of MacArthur Boulevard;

THENCE South, 80.00 feet along the west line of MacArthur Boulevard to the POINT OF BEGINNING and containing 618.418 square feet or 14.187 acres of land.

LEGAL DESCRIPTION

BEING all that tract of land in the City of Irving, Dallas County, Texas, a part of the B.B.B. & C.R.R. CO. SURVEY, A-203, a part of the O. HENDRICKS SURVEY, A-631, a part of the S. P. MONTGOMERY SURVEY, A-904, and being a part of that 217.677 acre tract of land conveyed to Centennial Development Company from Clark A. Findley and Herman A. Dearing on February 1, 1970 and recorded in Volume 70022, Page 1759, Dallas County Deed Records, and being further described as follows:

BEGINNING at the northeast corner of Lot 22, Block 4 of Harbor Lakes Addition, an addition to the City of Irving as filed on October 14, 1970, Dallas County Map Records, said point being in the south line of Beechwood Street (a 50 foot right-of-way);

THENCE North 00 degrees 34 minutes 48 seconds East, 82.42 feet along the easterly line of Harbor Lakes Addition to a point for corner;

THENCE South 71 degrees 57 minutes 15 seconds East, 328.73 feet to a point for corner;

THENCE North 67 degrees 00 minutes 00 seconds East, 157.61 feet to a point for corner;

THENCE North 89 degrees 00 minutes 00 seconds East, 431.82 feet to a point for corner;

THENCE South 79 degrees 00 minutes 00 seconds East, 434.29 feet to a point for corner;

THENCE South 08 degrees 00 minutes 00 seconds West, 335.29 feet to a point for corner;

THENCE South 47 degrees 00 minutes 00 seconds West, 129.00 feet to a point for corner;

THENCE West, 150.00 feet to a point for corner;

THENCE North 28 degrees 00 minutes 00 seconds West, 245.00 feet to a point for corner;

THENCE West, 453.02 feet to a point for corner;

THENCE North 73 degrees 00 minutes 00 seconds West, 188.53 feet to a point for corner in the east line of Lot 17, Block 4 of said Harbor Lakes Addition;

THENCE North 00 degrees 36 minutes 48 seconds East, 120.54 feet to the northeast corner of Lot 18, Block 4 of said Harbor Lakes Addition;

THENCE North 71 degrees 57 minutes 15 seconds West, 313.00 feet along the northerly line of Lots 18 thru 21, Block 4 of said Harbor Lakes Addition to the POINT OF BEGINNING and containing 337,268 square feet or 7.743 acres of land.

2002 239 11089

BEING all that tract of land in the City of Irving, Dallas County, Texas, a part of the B.B.B. & C.R.R. CO. SURVEY, ABSTRACT NO. 203, a part of the GREENBERRY HENDRICKS SURVEY ABSTRACT NO. 631, a part of the STEPHEN P. MONTGOMERY SURVEY, ABSTRACT NO. 904, a part of the JOHN SLAYTON SURVEY, ABSTRACT NO. 1446, and being a part of that 217.677 acre tract of land conveyed to Centennial Development Company from Clark A. Findley and Herman A. Dearing on February 1, 1970 and recorded in Volume 70022, Page 1759, and being a part of that 19.312 acre tract of land conveyed to Centennial Homes, Inc. from Gifco Development Company on October 17, 1972 and recorded in Volume 72209, Page 1013, Dallas County Deed Records, a part of Garden Isles, 1st Installment, an addition to the City of Irving as recorded in Volume 79057, Page 1355, Dallas County Map Records, and being all of Lot 43, Block A and all of Lot 14, Block B of Garden Isles, 2nd Installment, an addition to the City of Irving as recorded in Volume 86054, Page 1826, Dallas County Map Records, and being all of Lot 37, Block A of Garden Isles, 3rd Installment, an addition to the City of Irving as recorded in Volume 86137, Page 4587, Dallas County Map Records, and being further described as follows:

BEGINNING at the northwest corner of Lot 3, Block B of Garden Isles, 1st Installment according to the revised plat of said Block B as recorded in Volume 79125, Page 1835, Dallas County Map Records;

THENCE along the westerly line of said Block B as follows:

S 29°31'25" W, 85.96 feet to a point for corner;
 S 39°08'06" W, 110.27 feet to a point for corner;
 N 53°46'38" W, 89.88 feet to a point for corner;
 N 02°51'27" W, 47.74 feet to a point for corner;
 S 71°11'52" W, 126.81 feet to a point for corner;
 S 79°56'48" W, 114.67 feet to a point for corner;
 N 82°28'02" W, 165.50 feet to a point for corner;
 S 15°09'08" W, 78.81 feet to a point for corner;
 S 08°38'39" W, 101.15 feet to a point for corner;
 S 13°42'44" W, 102.93 feet to a point for corner;
 S 24°25'04" W, 109.82 feet to a point for corner;
 S 31°50'08" W, 112.45 feet to a point for corner;
 S 88°21'21" W, 155.65 feet to a point for corner;
 N 81°46'31" W, 125.91 feet to a point for corner;
 S 68°38'37" W, 150.00 feet to a point for corner;
 S 20°58'02" W, 69.44 feet to a point for corner;
 S 05°21'46" E, 90.95 feet to a point for corner;
 S 57°25'25" E, 165.43 feet to a point for corner;
 N 89°24'53" E, 198.00 feet to a point for corner;
 S 77°20'33" E, 102.23 feet to a point for corner;
 S 68°46'08" E, 276.14 feet to a point for corner;
 S 52°25'30" E, 238.91 feet to a point for corner;
 S 66°54'11" E, 138.44 feet to a point for corner;
 S 86°15'13" E, 137.28 feet to the southeast corner of Lot 45 of said

Block B;

THENCE S 56°43'59" W, 27.31 feet to the northeast corner of Lot 43, Block A of said Garden Isles, 2nd Installment;

THENCE along the boundary line of said Lot 43, Block A as follows:

South, 291.71 feet to a point for corner;
S 45°06'22" W, 122.10 feet to a point for corner;
Southwesterly, 75.41 feet along a curve to the right which has a central angle of 45°06'21", a radius of 95.79 feet, a tangent of 39.78 feet, and whose chord bears S 67°39'33" W, 73.48 feet to the end of said curve;
N 89°47'17" W, 426.91 feet to a point for corner;
Southwesterly, 333.50 feet along a curve to the left which has a central angle of 34°59'29", a radius of 546.08 feet, a tangent of 172.13 feet, and whose chord bears S 72°42'58" W, 328.34 feet to the end of said curve;
Southwesterly, 156.39 feet along a curve to the right which has a central angle of 34°59'29", a radius of 256.08 feet, a tangent of 80.72 feet, and whose chord bears S 72°42'58" W, 153.97 feet to the end of said curve;
N 89°47'17" W, 305.00 feet to a point for corner;
Northwesterly, 196.35 feet along a curve to the right which has a central angle of 90°00'00", a radius of 125.00 feet, a tangent of 125.00 feet, and whose chord bears N 44°47'17" W, 176.78 feet to the end of said curve;
N 26°54'51" E, 113.15 feet to a point for corner;
N 04°51'20" E, 261.32 feet to a point for corner;
N 19°18'36" W, 125.70 feet to the northwest corner of said Lot 43, Block A, said point also being in the boundary line of Lot 37, Block A of said Garden Isles, 3rd Installment;

THENCE along the boundary line of said Lot 37, Block A as follows:

N 22°49'48" E, 129.99 feet to a point for corner;
N 00°12'43" E, 159.32 feet to a point for corner;
N 25°47'43" E, 43.84 feet to a point for corner;
N 13°43'07" E, 231.70 feet to a point for corner;
N 08°16'16" W, 54.33 feet to a point for corner;
N 86°42'15" W, 116.36 feet to a point for corner;
N 72°47'16" W, 121.44 feet to a point for corner;
N 63°35'25" W, 258.69 feet to a point for corner;
N 69°13'59" W, 191.48 feet to a point for corner;
N 76°17'17" W, 68.93 feet to a point for corner;
S 60°42'43" W, 137.86 feet to a point for corner;
S 13°33'48" W, 69.12 feet to a point for corner;
S 08°25'29" W, 91.29 feet to a point for corner;
S 25°17'17" E, 108.93 feet to a point for corner;
S 68°17'17" E, 68.93 feet to a point for corner;
S 78°09'58" E, 127.88 feet to a point for corner;
N 87°50'16" E, 61.46 feet to a point for corner;
S 49°38'01" E, 22.29 feet to a point for corner;
S 00°12'43" W, 425.71 feet to a point for corner;

THENCE S 89°47'17" E, 10.00 feet to the northeast corner of Lot 14, Block B of said Garden Isles, 2nd Installment;

THENCE S 00°12'43" W, 332.50 feet to the southeast corner of said Lot 14, Block B;

THENCE N 89°47'17" W, 254.06 feet to the southwest corner of said Lot 14, Block B;

THENCE N 00°34'45" E, 606.16 feet to a point for corner;

THENCE N 89°25'15" W, 274.60 feet to a point for corner;

THENCE N 00°34'45" E, 375.59 feet to a point for corner;

THENCE N 89°50'15" W, 529.87 feet to a point for corner;

THENCE N 00°36'45" W, 215.65 feet to the northwest corner of said Lot 37, Block A of Garden Isles, 3rd Installment, said point being in the easterly line of Harbor Lakes Addition, an addition to the City of Irving, as filed on October 14, 1970, Dallas County Map Records;

THENCE N 00°36'45" E, 305.61 feet along the easterly line of Harbor Lakes Addition to a point for corner;

THENCE S 73°00'00" E, 168.53 feet to a point for corner;

THENCE East, 453.02 feet to a point for corner;

THENCE S 28°00'00" E, 245.00 feet to a point for corner;

THENCE East, 150.00 feet to a point for corner;

THENCE N 47°00'00" E, 129.00 feet to a point for corner;

THENCE N 08°00'00" E, 335.29 feet to a point for corner;

THENCE N 79°00'00" W, 434.29 feet to a point for corner;

THENCE S 67°00'00" W, 157.81 feet to a point for corner;

THENCE N 71°57'15" W, 328.73 feet to a point for corner in the easterly line of Harbor Lakes Addition;

THENCE along the easterly line of Harbor Lakes Addition as follows:

N 00°34'45" E, 254.40 feet to a point for corner;

N 15°19'45" E, 263.93 feet to a point for corner;

N 18°36'45" E, 359.39 feet to a point for corner;

N 24°49'45" E, 273.36 feet to a point for corner;

N 39°31'45" E, 141.04 feet to a point for corner;

N 68°18'45" E, 717.29 feet to a point for corner;

N 89°54'45" E, 1447.95 feet to the southeast corner of Lot 7, Block 1, Harbor Lakes Addition;

THENCE S 00°47'35" E, 909.66 feet to the northwest corner of said 19.312 acre tract;

THENCE N 89°22'07" W, 6.67 feet to a point for corner;

THENCE South, 797.76 feet to a point for corner;

THENCE S 85°00'00" E, 481.94 feet to a point for corner;

THENCE S 62°00'00" E, 120.48 feet to a point for corner in the north line of said Garden Isles, 1st Installment;

THENCE East, 170.00 feet along the north line of said Garden Isles, 1st Installment to the POINT OF BEGINNING and containing 6,370,771 square feet or 146.253 acres of land.

92205

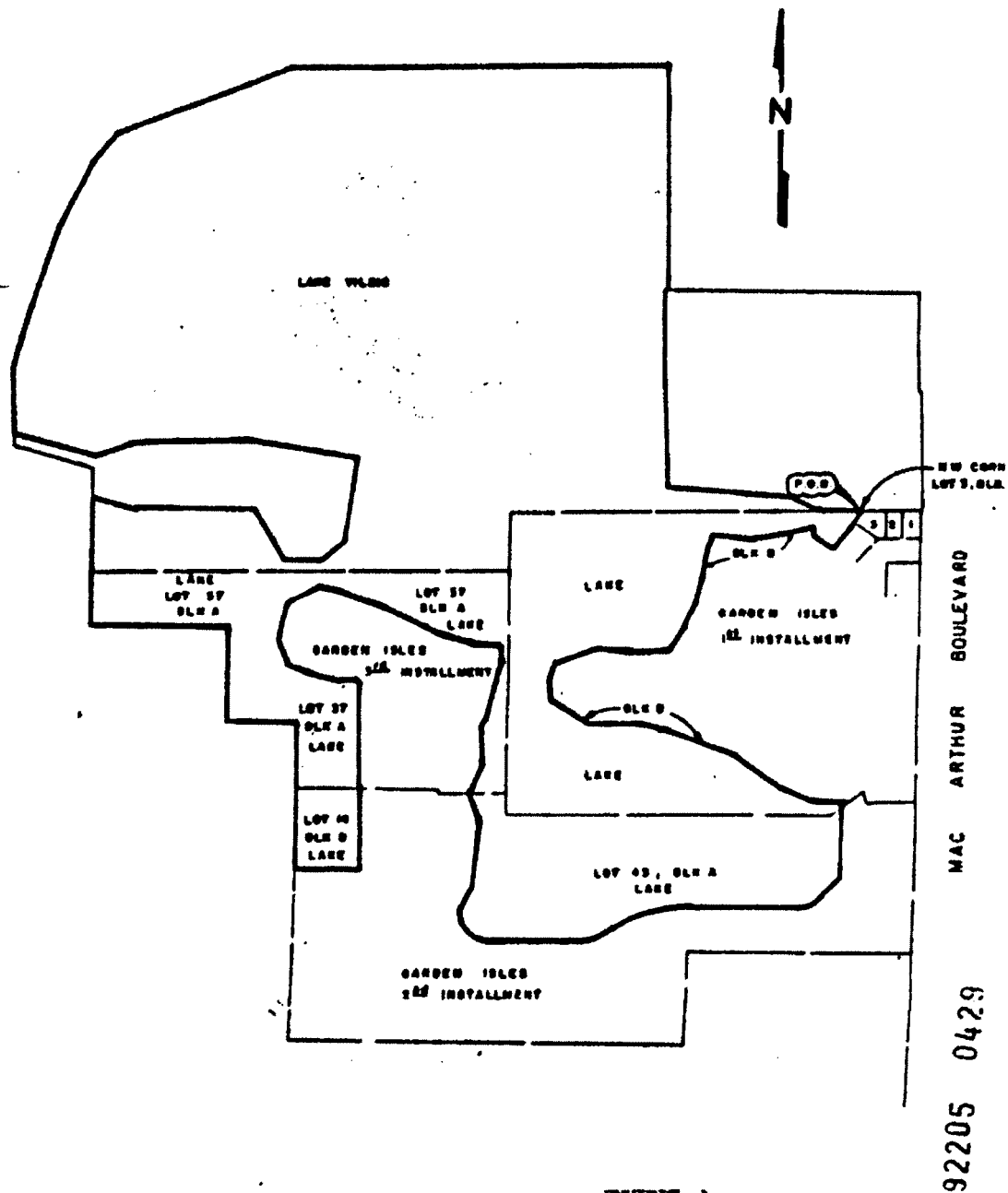
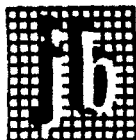


EXHIBIT A



JONES & BOYD, INC.
CONSULTING ENGINEERS

18900 Dallas Parkway, Suite 100
Dallas, Texas 75248
214-248-7676

SCALE	DATE	DRAWN	PROJECT	REVISIONS
1" = 500'	1-20-92	S.A.N	XA 408	

LOT 20, in BLOCK "F", of FIRST INSTALLMENT, MEADOWS NO. 3 ADDITION, an Addition to the City of Irving, Dallas County, Texas, according to the Map thereof recorded in Volume 68081, Page 1712, Map Records, Dallas County, Texas

Being Lot 17, Block F of 1st INSTALLMENT of MEADOWS NO. 3 ADDITION, an Addition to the City of Irving, Texas, according to the map recorded in Volume 68081, Page 1712, Map Records, Dallas County, Texas.

Being Lot 6 in Block 3 of HARBOR LAKES ADDITION, an Addition to the City of Irving, Dallas County, Texas, according to the Map or Plat thereof recorded in Volume 70200, Page 0710 of the Map Records of Dallas County, Texas.

SITUATED IN DALLAS COUNTY, TEXAS AND BEING LOT 16, BLOCK F, 1ST INSTALLMENT, MEADOWS #3 ADDITION, AN ADDITION TO THE CITY OF IRVING, TEXAS, ACCORDING TO THE MAP THEREOF RECORDED IN VOLUME 68081, PAGE 1712, MAP RECORDS, DALLAS COUNTY, TEXAS.

LOT SIX (6) in BLOCK ELEVEN (11) of HARBOR LAKES ADDITION, an Addition to the City of Irving, Dallas County, Texas, according to the Map or Plat thereof recorded in Volume 70200, Page 710 of the Map Records of Dallas County, Texas.

LOT 6, BLOCK 2 OF HARBOR LAKES ADDITION, AN ADDITION TO THE CITY OF IRVING IN DALLAS COUNTY, TEXAS, ACCORDING TO THE MAP THEREOF RECORDED IN VOLUME 70200, PAGE 710, MAP RECORDS, DALLAS COUNTY, TEXAS.

Lot 1, Block 2 of Harbor Lakes Addition, an addition to the City of Irving, Texas, according to the map thereof recorded in Volume 70200, Page 710, Map Records of Dallas County, Texas and known as 1652 Rusdell, Irving, Texas 75060.

LOT THIRTEEN (13), BLOCK TWO (2), OF HARBOR LAKES ADDITION, AN ADDITION TO THE CITY OF IRVING, DALLAS COUNTY, TEXAS, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 70200, PAGE 710, OF THE MAP RECORDS OF DALLAS COUNTY, TEXAS.

BEING LOT 7, BLOCK 2 of HARBOR LAKES ADDITION, an Addition to the City of Irving, Dallas County, Texas, according to the Map thereof recorded in Volume 70200 Page 0710 Map Records, Dallas County, Texas.

BEING LOT EIGHT (8), in BLOCK 3-A, of HARBOR LAKES ADDITION, an Addition to the City of Irving, Dallas County, Texas, according to the Map or Plat thereof recorded in Volume 70200, Page 0710, of the Map Records of Dallas County, Texas.

Being LOT 23, BLOCK "F" of FIRST INSTALLMENT of MEADOWS No. 3, an Addition to the City of Irving, Texas, according to the map thereof recorded in Volume 68081, Page 1712, Map Records, Dallas County, Texas.

Being Lot 13, Block 4 of HARBOR LAKES ADDITION, an Addition to the City of Irving, Texas, according to the Map thereof, recorded in Volume 70200, Page 710, of the Map Records of Dallas, County, Texas, and as amended by Certificate of Correction of Error filed June 14, 1971, and recorded in Volume 71115, Page 0020, of the Deed Records of Dallas County, Texas.

LOT two (2), BLOCK three (3), of Revision of Lots One (1) and Two (2), Block Three (3) and Lots One (1) and Two (2), Block Three-A (3-A) of Harbor Lakes Addition, An Addition to the City of Irving, Dallas County, Texas, according to the Plat thereof recorded in Volume 71150, Page 1, of the Map Records of Dallas County, Texas.

BEING LOT 13, BLOCK 3 of HARBOR LAKES ADDITION, an Addition to the City of Irving, Texas, according to the map recorded in Volume 70200, Page 0710, Map Records of Dallas County, Texas.

BEING LOT 2, BLOCK 3A of HARBOR LAKES ADDITION, an Addition to the City of Irving, Texas, according to the map recorded in Volume 70200, Page 710, Map Records of Dallas County, Texas

Lot three (3) in Block 3-A of HARBOR LAKES ADDITION, an addition to the City of Irving, Texas, according to the Map recorded in volume 70200, page 0710 of the Map Records of Dallas County, Texas.

Being Lot 4 in Block "D" of FIRST INSTALLMENT OF MEADOW'S NO. 3 ADDITION, an Addition to the City of Irving, Dallas County, Texas, according to the Plat thereof recorded in Volume 68081, Page 1712 of the Map Records of Dallas County, Texas.

LOT 14, in BLOCK 2, of HARBOR LAKES ADDITION, an Addition to the City of Irving, Dallas County, Texas, according to the Map thereof recorded in Volume 70200, Page 0710, Map Records, Dallas County, Texas

LOT 10, in BLOCK 2, of HARBOR LAKES ADDITION, an Addition to the City of Irving, Dallas County, Texas, according to the Map thereof recorded in Volume 70200, Page 0710, Map Records, Dallas County, Texas

Being LOT 4, in BLOCK 3, of HARBOR LAKES ADDITION, an Addition to the City of Irving, Dallas County, Texas, according to the Map thereof recorded in Volume 70200, Page 0710, Map Records, Dallas County, Texas

Being LOT 7, in BLOCK 3, of HARBOR LAKES ADDITION, an Addition to the City of Irving, Dallas County, Texas, according to the Map thereof recorded in Volume 70200, Page 0710, Map Records, Dallas County, Texas

Being Lot 17 in Block 3 of HARBOR LAKES ADDITION, an Addition to the City of Irving, Dallas County, Texas, according to the map thereof recorded in Volume 70200, Page 0710 of the Map Records of Dallas County, Texas.

Being Lot 15 in Block 4 of HARBOR LAKES ADDITION, an Addition to the City of Irving, Dallas County, Texas, according to the map thereof recorded in Volume 70200, Page 0710 of the Map Records of Dallas County, Texas.

Being LOT 11, in BLOCK 4, of HARBOR LAKES ADDITION, an Addition to the City of Irving, Dallas County, Texas, according to the Map thereof recorded in Volume 70200, Page 0710, Map Records, Dallas County, Texas

Being Lot 15, Block F, of MEADOWS NO. 3 ADDITION, 1ST INSTALLMENT, an Addition to the City of Irving, Dallas County, Texas, according to the map thereof recorded in Volume 68081, Page 1712 of the Map Records of Dallas County, Texas.

Being Lot 7, Block D, of MEADOWS NO. 3 ADDITION, 1ST INSTALLMENT, an Addition to the City of Irving, Dallas County, Texas, according to the map thereof recorded in Volume 68081, Page 1712 of the Map Records of Dallas County, Texas.

Being LOT 19, in BLOCK 12, of HARBOR LAKES ADDITION, an Addition to the City of Irving, Dallas County, Texas, according to the Map thereof recorded in Volume 71150, Page 11, Map Records, Dallas County, Texas

Being LOT 5, in BLOCK 2, of HARBOR LAKES ADDITION, an Addition to the City of Irving, Dallas County, Texas, according to the Map thereof recorded in Volume 70200, Page 0710, Map Records, Dallas County, Texas.

Being Lot 18, Block F of 1st INSTALLMENT of MEADOWS NO. 3 ADDITION, an Addition to the City of Irving, Texas, according to the map recorded in Volume 68081, Page 1712 Map Records, Dallas County, Texas.

Being LOT 11, BLOCK 2, of HARBOR LAKES ADDITION, an Addition to the City of Irving, Dallas County, Texas, according to the Map thereof recorded in Volume 70200, Page 0710, Map Records, Dallas County, Texas.

BEING LOT 15, BLOCK 3, of HARBOR LAKES ADDITION, an Addition to the City of Irving, Texas, according to the map recorded in Volume 70200, Page 710 of the Map Records, Dallas County, Texas.

ILA Member List for Documents Addendum Update

Also Know As		Legal Description
House #	Street	Legal Description
1161	Bayside Drive	Lakeway Village, Block A, Lot 21
2035	Bayview Drive	Lakeway Village, Block A, Lot 22
2039	Bayview Drive	Lakeway Village, Block A, Lot 23
2043	Bayview Drive	Lakeway Village, Block A, Lot 24
2047	Bayview Drive	Lakeway Village, Block A, Lot 25
2103	Bayview Drive	Lakeway Village, Block A, Lot 26
2107	Bayview Drive	Lakeway Village, Block A, Lot 27
2111	Bayview Drive	Lakeway Village, Block A, Lot 28
2117	Bayview Drive	Lakeway Village, Block A, Lot 29
2121	Bayview Drive	Lakeway Village, Block A, Lot 30
2125	Bayview Drive	Lakeway Village, Block A, Lot 31
2129	Bayview Drive	Lakeway Village, Block A, Lot 32
1924	Emerald Drive	Harbor Lakes, Block 4, Lot 11
1920	Emerald Drive	Harbor Lakes, Block 4, Lot 12
1916	Emerald Drive	Harbor Lakes, Block 4, Lot 13
1908	Emerald Drive	Harbor Lakes, Block 4, Lot 15
1904	Emerald Drive	Harbor Lakes, Block 4, Lot 16
1900	Emerald Drive	Harbor Lakes, Block 4, Lot 17
1109	Garden Isle Drive	Garden Isles, 1st Installment, Block D, Lot 03
1113	Garden Isle Drive	Garden Isles, 1st Installment, Block D, Lot 04
1117	Garden Isle Drive	Garden Isles, 1st Installment, Block D, Lot 05
1309	Garden Terrace	Garden Isles, 1st Installment, Block D, Lot 21
1313	Garden Terrace	Garden Isles, 1st Installment, Block D, Lot 22
1317	Garden Terrace	Garden Isles, 1st Installment, Block D, Lot 23
1321	Garden Terrace	Garden Isles, 1st Installment, Block D, Lot 24
1325	Garden Terrace	Garden Isles, 1st Installment, Block D, Lot 25
1329	Garden Terrace	Garden Isles, 1st Installment, Block D, Lot 26
1340	Garden Terrace	Garden Isles, 1st Installment, Block D, Lot 27
1336	Garden Terrace	Garden Isles, 1st Installment, Block D, Lot 28
1332	Garden Terrace	Garden Isles, 1st Installment, Block D, Lot 29
1328	Garden Terrace	Garden Isles, 1st Installment, Block D, Lot 30
1324	Garden Terrace	Garden Isles, 1st Installment, Block D, Lot 31
1320	Garden Terrace	Garden Isles, 1st Installment, Block D, Lot 32
1316	Garden Terrace	Garden Isles, 1st Installment, Block D, Lot 33
1312	Garden Terrace	Garden Isles, 1st Installment, Block D, Lot 34
1308	Garden Terrace	Garden Isles, 1st Installment, Block D, Lot 35
1304	Garden Terrace	Garden Isles, 1st Installment, Block D, Lot 36
1300	Garden Terrace	Garden Isles, 1st Installment, Block D, Lot 37
1228	Garden Terrace	Garden Isles, 1st Installment, Block D, Lot 38
1224	Garden Terrace	Garden Isles, 1st Installment, Block D, Lot 39
1220	Garden Terrace	Garden Isles, 1st Installment, Block D, Lot 40
1216	Garden Terrace	Garden Isles, 1st Installment, Block D, Lot 41
1212	Garden Terrace	Garden Isles, 1st Installment, Block D, Lot 42
1208	Garden Terrace	Garden Isles, 1st Installment, Block D, Lot 43
1204	Garden Terrace	Garden Isles, 1st Installment, Block D, Lot 44
1200	Garden Terrace	Garden Isles, 1st Installment, Block D, Lot 45
1128	Garden Terrace	Garden Isles, 2nd Installment, Block A, Lot 42
1126	Garden Terrace	Garden Isles, 2nd Installment, Block A, Lot 41

ILA Member List for Documents Addendum Update

Also Know As

Legal Description

House #	Street	Legal Description
1124	Garden Terrace	Garden Isles, 2nd Installment, Block A, Lot 40
1805	Lakeshore Court	Garden Isles, 2nd Installment, Block B, Lot 12
1809	Lakeshore Court	Garden Isles, 2nd Installment, Block B, Lot 11
1808	Lakeshore Court	Garden Isles, 2nd Installment, Block B, Lot 10
1804	Lakeshore Court	Garden Isles, 2nd Installment, Block B, Lot 09
1201	Lakeshore Drive	Garden Isles, 2nd Installment, Block A, Lot 39
1203	Lakeshore Drive	Garden Isles, 2nd Installment, Block A, Lot 38
1205	Lakeshore Drive	Garden Isles, 2nd Installment, Block A, Lot 37
1207	Lakeshore Drive	Garden Isles, 2nd Installment, Block A, Lot 36
1209	Lakeshore Drive	Garden Isles, 2nd Installment, Block A, Lot 35
1211	Lakeshore Drive	Garden Isles, 2nd Installment, Block A, Lot 34
1213	Lakeshore Drive	Garden Isles, 2nd Installment, Block A, Lot 33
1215	Lakeshore Drive	Garden Isles, 2nd Installment, Block A, Lot 32
1217	Lakeshore Drive	Garden Isles, 2nd Installment, Block A, Lot 31
1219	Lakeshore Drive	Garden Isles, 2nd Installment, Block A, Lot 30
1221	Lakeshore Drive	Garden Isles, 2nd Installment, Block A, Lot 29
1223	Lakeshore Drive	Garden Isles, 2nd Installment, Block A, Lot 28
1225	Lakeshore Drive	Garden Isles, 2nd Installment, Block A, Lot 27
1227	Lakeshore Drive	Garden Isles, 2nd Installment, Block A, Lot 26
1229	Lakeshore Drive	Garden Isles, 2nd Installment, Block A, Lot 25
1231	Lakeshore Drive	Garden Isles, 2nd Installment, Block A, Lot 24
1233	Lakeshore Drive	Garden Isles, 2nd Installment, Block A, Lot 23
1301	Lakeshore Drive	Garden Isles, 2nd Installment, Block A, Lot 22
1303	Lakeshore Drive	Garden Isles, 2nd Installment, Block A, Lot 21
1305	Lakeshore Drive	Garden Isles, 2nd Installment, Block A, Lot 20
1307	Lakeshore Drive	Garden Isles, 2nd Installment, Block A, Lot 19
1309	Lakeshore Drive	Garden Isles, 2nd Installment, Block A, Lot 18
1311	Lakeshore Drive	Garden Isles, 2nd Installment, Block A, Lot 17
1313	Lakeshore Drive	Garden Isles, 2nd Installment, Block A, Lot 16
1315	Lakeshore Drive	Garden Isles, 2nd Installment, Block A, Lot 15
1317	Lakeshore Drive	Garden Isles, 2nd Installment, Block A, Lot 14
1319	Lakeshore Drive	Garden Isles, 2nd Installment, Block A, Lot 13
1321	Lakeshore Drive	Garden Isles, 2nd Installment, Block A, Lot 12
1323	Lakeshore Drive	Garden Isles, 2nd Installment, Block A, Lot 11
1401	Lakeshore Drive	Garden Isles, 2nd Installment, Block A, Lot 10
1403	Lakeshore Drive	Garden Isles, 2nd Installment, Block A, Lot 09
1405	Lakeshore Drive	Garden Isles, 2nd Installment, Block A, Lot 08
1407	Lakeshore Drive	Garden Isles, 2nd Installment, Block A, Lot 07
1409	Lakeshore Drive	Garden Isles, 2nd Installment, Block A, Lot 06
1411	Lakeshore Drive	Garden Isles, 2nd Installment, Block A, Lot 05
1413	Lakeshore Drive	Garden Isles, 2nd Installment, Block A, Lot 04
1415	Lakeshore Drive	Garden Isles, 2nd Installment, Block A, Lot 03
1417	Lakeshore Drive	Garden Isles, 2nd Installment, Block A, Lot 02
1419	Lakeshore Drive	Garden Isles, 2nd Installment, Block A, Lot 01
1421	Lakeshore Drive	Garden Isles, 3rd Installment, Block A, Lot 01
1423	Lakeshore Drive	Garden Isles, 3rd Installment, Block A, Lot 02
1425	Lakeshore Drive	Garden Isles, 3rd Installment, Block A, Lot 03
1501	Lakeshore Drive	Garden Isles, 3rd Installment, Block A, Lot 04

ILA Member List for Documents Addendum Update

Also Know As		Legal Description
House #	Street	Legal Description
1503	Lakeshore Drive	Garden Isles, 3rd Installment, Block A, Lot 05
1505	Lakeshore Drive	Garden Isles, 3rd Installment, Block A, Lot 06
1507	Lakeshore Drive	Garden Isles, 3rd Installment, Block A, Lot 07
1509	Lakeshore Drive	Garden Isles, 3rd Installment, Block A, Lot 08
1511	Lakeshore Drive	Garden Isles, 3rd Installment, Block A, Lot 09
1513	Lakeshore Drive	Garden Isles, 3rd Installment, Block A, Lot 10
1515	Lakeshore Drive	Garden Isles, 3rd Installment, Block A, Lot 11
1517	Lakeshore Drive	Garden Isles, 3rd Installment, Block A, Lot 12
1519	Lakeshore Drive	Garden Isles, 3rd Installment, Block A, Lot 13
1521	Lakeshore Drive	Garden Isles, 3rd Installment, Block A, Lot 14
1523	Lakeshore Drive	Garden Isles, 3rd Installment, Block A, Lot 15
1525	Lakeshore Drive	Garden Isles, 3rd Installment, Block A, Lot 16
1527	Lakeshore Drive	Garden Isles, 3rd Installment, Block A, Lot 17
1529	Lakeshore Drive	Garden Isles, 3rd Installment, Block A, Lot 18
1531	Lakeshore Drive	Garden Isles, 3rd Installment, Block A, Lot 19
1533	Lakeshore Drive	Garden Isles, 3rd Installment, Block A, Lot 20
1532	Lakeshore Drive	Garden Isles, 3rd Installment, Block A, Lot 21
1530	Lakeshore Drive	Garden Isles, 3rd Installment, Block A, Lot 22
1528	Lakeshore Drive	Garden Isles, 3rd Installment, Block A, Lot 23
1526	Lakeshore Drive	Garden Isles, 3rd Installment, Block A, Lot 24
1524	Lakeshore Drive	Garden Isles, 3rd Installment, Block A, Lot 25
1522	Lakeshore Drive	Garden Isles, 3rd Installment, Block A, Lot 26
1520	Lakeshore Drive	Garden Isles, 3rd Installment, Block A, Lot 27
1518	Lakeshore Drive	Garden Isles, 3rd Installment, Block A, Lot 28
1160	Lakeway Drive	Lakeway Village, Block A, Lot 33
1156	Lakeway Drive	Lakeway Village, Block A, Lot 34
1152	Lakeway Drive	Lakeway Village, Block A, Lot 35
1148	Lakeway Drive	Lakeway Village, Block A, Lot 36
1144	Lakeway Drive	Lakeway Village, Block A, Lot 37
1140	Lakeway Drive	Lakeway Village, Block A, Lot 38
1136	Lakeway Drive	Lakeway Village, Block A, Lot 39
1132	Lakeway Drive	Lakeway Village, Block A, Lot 40
1128	Lakeway Drive	Lakeway Village, Block A, Lot 41
1124	Lakeway Drive	Lakeway Village, Block A, Lot 42
1903	Meadow Lark Court	Meadows 3, 1st installment, Block D, Lot 7
2016	Pearl Lane	Harbor Lakes, Block 12, Lot 19
2005	Pearl Lane	Harbor Lakes, Block 12, Lot 13
2001	Pearl Lane	Harbor Lakes, Block 12, Lot 14
2008	Pearl Lane	Harbor Lakes, Block 12, Lot 17
2004	Pearl Lane	Harbor Lakes, Block 12, Lot 16
2012	Pearl Lane	Harbor Lakes, Block 12, Lot 18
2032	Pearl Lane	Harbor Lakes, Block 12, Lot 23
2028	Pearl Lane	Harbor Lakes, Block 12, Lot 22
2000	Pearl Lane	Harbor Lakes, Block 12, Lot 15
2024	Pearl Lane	Harbor Lakes, Block 12, Lot 21
1916	Pebblebrook Trail	Meadows 3, 1st installment, Block D, Lot 4
1917	Pebblebrook Trail	Meadows 3, 1st installment, Block F, Lot 23
1929	Pebblebrook Trail	Meadows 3, 1st installment, Block F, Lot 20

ILA Member List for Documents Addendum Update

Also Know As		Legal Description
House #	Street	Legal Description
2001	Pebblebrook Trail	Meadows 3, 1st installment, Block F, Lot 18
2005	Pebblebrook Trail	Meadows 3, 1st installment, Block F, Lot 17
2009	Pebblebrook Trail	Meadows 3, 1st installment, Block F, Lot 16
2013	Pebblebrook Trail	Meadows 3, 1st installment, Block F, Lot 15
1921	Pebblebrook Trail	Meadows 3, 1st installment Block F, Lot 22
1788	Rusdell Drive	Harbor Lakes, Block 3, Lot 17
1780	Rusdell Drive	Harbor Lakes, Block 3, Lot 15
1772	Rusdell Drive	Harbor Lakes, Block 3, Lot 13
1748	Rusdell Drive	Harbor Lakes, Block 3, Lot 07
1744	Rusdell Drive	Harbor Lakes, Block 3, Lot 06
1736	Rusdell Drive	Harbor Lakes, Block 3, Lot 04
1728	Rusdell Drive	Harbor Lakes, Block 3, Lot 02
1712	Rusdell Drive	Harbor Lakes, Block 3A, Lot 03
1684	Rusdell Drive	Harbor Lakes, Block 3A, Lot 08
1652	Rusdell Drive	Harbor Lakes, Block 2, Lot 01
1636	Rusdell Drive	Harbor Lakes, Block 2, Lot 05
1632	Rusdell Drive	Harbor Lakes, Block 2, Lot 06
1628	Rusdell Drive	Harbor Lakes, Block 2, Lot 07
1616	Rusdell Drive	Harbor Lakes, Block 2, Lot 10
1612	Rusdell Drive	Harbor Lakes, Block 2, Lot 11
1604	Rusdell Drive	Harbor Lakes, Block 2, Lot 13
1600	Rusdell Drive	Harbor Lakes, Block 2, Lot 14
1724	Rusdell Drive	Harbor Lakes, Block 3, Lot 01
1700	Rusdell Drive	Harbor Lakes, Block 3A, Lot 06
1512	Rusdell Drive	Harbor Lakes, Block 4, Lot 01
1516	Rusdell Drive	Harbor Lakes, Block 4, Lot 3
1812	Rusdell Drive	Harbor Lakes, Block 3, Lot 22
1756	Rusdell Drive	Harbor Lakes, Block 3, Lot 09
1508	Rusdell Drive	Harbor Lakes, Block 1, Lot 5
1760	Rusdell Drive	Harbor Lakes, Block 3, Lot 10
1740	Rusdell Drive	Harbor Lakes, Block 3, Lot 5
1608	Rusdell Drive	Harbor Lakes, Block 2, Lot 12
1640	Rusdell Drive	Harbor Lakes, Block 2, Lot 4
1644	Rusdell Drive	Harbor Lakes, Block 2, Lot 3R
1648	Rusdell Drive	Harbor Lakes, Block 2, Lot 2R
1768	Rusdell Drive	Harbor Lakes, Block 3, Lot 12
1121	Sea Terrace Drive	Garden Isles, 1st Installment, Block D, Lot 06
1125	Sea Terrace Drive	Garden Isles, 1st Installment, Block D, Lot 07
1129	Sea Terrace Drive	Garden Isles, 1st Installment, Block D, Lot 08
1133	Sea Terrace Drive	Garden Isles, 1st Installment, Block D, Lot 09
1137	Sea Terrace Drive	Garden Isles, 1st Installment, Block D, Lot 10
1141	Sea Terrace Drive	Garden Isles, 1st Installment, Block D, Lot 11
1145	Sea Terrace Drive	Garden Isles, 1st Installment, Block D, Lot 12
1201	Sea Terrace Drive	Garden Isles, 1st Installment, Block D, Lot 13
1205	Sea Terrace Drive	Garden Isles, 1st Installment, Block D, Lot 14
1209	Sea Terrace Drive	Garden Isles, 1st Installment, Block D, Lot 15
1213	Sea Terrace Drive	Garden Isles, 1st Installment, Block D, Lot 16
1217	Sea Terrace Drive	Garden Isles, 1st Installment, Block D, Lot 17

ILA Member List for Documents Addendum Update

Also Know As		Legal Description
House #	Street	Legal Description
1221	Sea Terrace Drive	Garden Isles, 1st Installment, Block D, Lot 18
1225	Sea Terrace Drive	Garden Isles, 1st Installment, Block D, Lot 19
1229	Sea Terrace Drive	Garden Isles, 1st Installment, Block D, Lot 20
1805	Spanish Trail	Garden Isles, 2nd Installment, Block B, Lot 05
1807	Spanish Trail	Garden Isles, 2nd Installment, Block B, Lot 04
1809	Spanish Trail	Garden Isles, 2nd Installment, Block B, Lot 03
1811	Spanish Trail	Garden Isles, 2nd Installment, Block B, Lot 02
1813	Spanish Trail	Garden Isles, 2nd Installment, Block B, Lot 01
1800	West Oakdale Road	Hideaway, Block A, Lot 1, ACS 7.743
1805	West Shore Court	Garden Isles, 3rd Installment, Block A, Lot 32
1809	West Shore Court	Garden Isles, 3rd Installment, Block A, Lot 33
1808	West Shore Court	Garden Isles, 3rd Installment, Block A, Lot 34
1804	West Shore Court	Garden Isles, 3rd Installment, Block A, Lot 35

Filed and Recorded
 Official Public Records
 John F. Warren, County Clerk
 Dallas County, TEXAS
 09/09/2011 04:38:32 PM
 \$136.00



[Handwritten signature]

201100237825

**FIRST AMENDED BYLAWS
OF IRVING LAKE ASSOCIATION, INC.
Updated – September 2023**

Article III, Section 3 of FIRST AMENDED BYLAWS OF IRVING LAKE ASSOCIATION, INC., Amended January 2011, is hereby updated to include the following changes approved by an affirmative vote of the members on September 26, 2023.

The following revised section shall replace September 12, 2011, Article III, Section 3, that is filed in the real property records of Dallas County, Texas, indicating that the amount of the annual assessment was increased from \$50.00 to \$150.00 per Lot per annum.

**ARTICLE III
MEMBERSHIP**

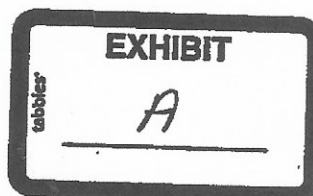
Section 3. RIGHTS OF MEMBERSHIP: The rights of membership are subject to the timely payment of annual assessments (and any charges related to the collection thereof, including interest, late fees, attorney's fees and costs) of \$150.00 per Lot per annum unless such amount shall be increased or decreased by the vote of the membership at a meeting duly called for this purpose in accordance with Article XIII of these Bylaws, special assessments, special assessments for capital improvements and individual special assessments levied by the Association, the obligation of which assessments is imposed against the Owner of and becomes a lien upon each Lot against which such assessments are made as provided by Article IV of the Declaration which is hereby incorporated herein and made a part hereof for all purposes.

H. Beauchamp 10/08/24
Signature Date

Hanna Beauchamp
Secretary
Irving Lake Association, Inc.

Matt Shelley 10-8-24
Signature Date

Matt Shelley
President
Irving Lake Association, Inc.



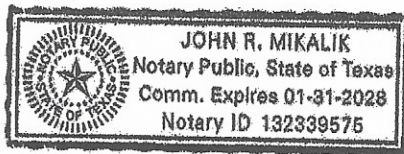
STATE OF TEXAS

COUNTY OF DALLAS

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§
§

BEFORE ME, on this day appeared MATTHEW SHELLEY, the President of Irving Lake Association, and HANNA BEAUCHAMP, the Secretary of Irving Lake Association, known to me to be the persons whose names are subscribed to this instrument and acknowledge to me that they executed the same for the purposes herein expressed, in the capacities herein stated, and as the act and deed of said corporation.

Given under my hand and seal of office, this 8 day of OCTOBER, 2024.



Signature: _____

J.R.B. Mikalik