

BYLAWS OF
SILVER CREEK CROSSING
PROPERTY OWNERS ASSOCIATION
(A Texas Non-Profit Corporation)

ARTICLE I
OFFICES

1.01 Registered Office. The registered office of the Association shall be as designated with the Secretary of State of the State of Texas, as it may be changed from time to time.

1.02 Other Offices. The Association may also have offices at such other places both within and without the State of Texas as the Board of Directors may from time to time determine or the business of the Association may require.

ARTICLE II

PURPOSES AND PARTIES

2.01 Purposes. The purpose or purposes for which the Association is organized are to act as agent for the property owners of Silver Creek Crossing and for any and all other property which is accepted by this Association for similar purposes, those purposes being as follows:

- a. To exercise all of the power and privileges and perform all of the duties and obligations of the Association as set forth in the Declaration of Deed Restrictions dated September 13, 1984 recorded in Volume 84186, Pages 2780 through 2784 of the Deed Records of Dallas County, Texas (the "Declaration");
- b. To affix, levy, collect and enforce payment by any lawful means, all charges or assessments; and, as agent, pay all expenses in connection therewith and all office and other expenses incident to the conduct of the business of this Association including all licenses, taxes or governmental charges levied or imposed against the property of this Association and to make disbursements, expenditures and payments on behalf of the property owners; and to hold as agent for the property owners reserves for periodic repairs and capital improvements to be made as directed

by the property owners acting through the Board of Directors of the Association;

- c. To acquire by gift, purchase or otherwise, to own, hold, improve, build upon, operate, maintain, convey, sell, lease, transfer, dedicate for public use or to otherwise dispose of real or personal property in connection with the affairs of this Association subject to the limitations, if any, set forth in the Declaration;
- d. To borrow money, to mortgage, pledge, or hypothecate any or all of its real or personal property as security for money borrowed or debts incurred subject to the limitations, if any, set forth in the Declaration;
- e. To provide general sanitation and cleanliness of common areas and landscape areas of the Properties (as defined in the Declaration);
- f. To provide upkeep and maintenance of common areas and of Properties, to enforce the deed restrictions set forth in the Declaration and to assume the obligations and duties of the Architectural Review Committee set forth in the Declaration;
- g. To enter into and perform any contract and to exercise all powers which may be necessary or convenient to the operation, management, maintenance and administration of the affairs of Silver Creek Crossing; and
- h. To have and to exercise any and all powers, rights and privileges a corporation organized under the Non-Profit Corporation Act of the State of Texas, may now or hereafter exercise.

2.02 Parties. All present or future property owners, tenants, future tenants of any residence, or any other person who might use in any manner the facilities of the Properties are subject to the provisions and any regulations set forth in these Bylaws. The mere acquisition, lease or rental of all or any portion of a residence or lot or the mere act of occupancy of all or any portion of a residence or lot will signify that these Bylaws are accepted, approved, ratified, and will be complied with.

ARTICLE III

MEMBERSHIP, MEMBER IN GOOD STANDING, VOTING RIGHTS,
VOTING, CUMULATIVE VOTING, QUORUM, PROXIES

3.01 Membership. Each and every owner of a lot shall automatically become, and must remain, a Member in Good Standing

of the Association during such owner's period of ownership of such lot. Such membership shall be appurtenant to each lot and may not be severed from or held separately therefrom. The membership of a person or entity in the Association shall terminate automatically whenever such person or entity ceases to be a property owner, except that such termination shall not release or relieve any such person or entity from any liability or obligation incurred under or in any way connected with the Association or the Declaration during the period of ownership, nor impair any rights or remedies which the Association or any other property owner has with regard to such former owner.

3.02 Member in Good Standing. A member of the Association shall be considered to be a Member in good standing ("Good Standing") and eligible to vote if such Member:

- a. Has, not less than seven (7) days prior to the taking of any vote by the Association, fully paid all assessments or other charges levied by the Association then due and payable, as such assessments or charges are provided for hereunder;
- b. Does not have a lien filed by the Association against its lot or residence;
- c. Has discharged other obligations to the Association as may be required of Members hereunder; and
- d. Has met the proof of ownership requirement, if any, provided for in Section 10.01 of these Bylaws.

The board shall have sole responsibility and authority for determining the Good Standing status of any Member at any time, and shall make such determination with respect to all Members prior to a vote being taken by the Association on any matter. The Board shall have the right and authority, in its sole discretion, to waive the seven (7) days prior payment requirement established herein and require only that such payment be made at any time before such vote is taken if the Board shall determine, in its own judgment, that extenuating circumstances exist which have prevented a particular Member from meeting any or all of the four requirements stated herein at or before seven (7) days in advance of any vote. Any member not conforming with the provisions of this Section shall be declared by the Board to be not a Member in Good Standing and unless the time requirement required hereunder is specifically waived by the Board in writing prior to any particular vote being taken, shall be disqualified from voting on matters before the Association until such time as Member in Good Standing status is attained and so declared by the Board.

3.03 Voting Rights in the Association. The Association shall have one class of voting membership which shall consist of all

property owners. Each Member shall be entitled to one (1) vote for each unimproved lot or residence it owns in Silver Creek Crossing First Installment. Where more than one person or entity holds such interest in any lot or residence, all such persons collectively shall be a single Member, and the vote for such Member shall be exercised as the several parties shall determine among themselves.

3.04 Voting. Only Members in Good Standing shall be entitled to vote, and voting membership shall be decreased by the number of Members who are not Members in Good Standing to determine the votes entitled to be cast for the purpose of establishing a quorum, such determination of the total number of Members in Good standing to be as of the date of which a vote is taken. The vote of the majority of those votes entitled to be cast by the Members in Good Standing present or voting by legitimate proxy at a duly called meeting at which a quorum of Members are represented shall be sufficient for the transaction of any business, unless otherwise provided by law.

3.05 Majority. As used in these Bylaws, the term "Majority Owners" or "Majority of Members" shall mean those voting Members holding fifty-one percent (51%) of the votes of the Association.

3.07 Quorum. Members in good standing who submit a vote either by proxy or in person shall constitute a quorum. (Amended September 23, 2007)

3.08 Proxies. Votes may be cast in person or by written proxy. No proxy shall be valid after eleven (11) months from the date of its execution unless specifically provided in the proxy. All proxies must be filed with the Secretary or Assistant Secretary of the Association before the appointed time of each meeting.

ARTICLE IV

ASSOCIATION RESPONSIBILITIES AND MEETINGS OF MEMBERS

4.01 Association Responsibilities. The Members will constitute the Association which will have the responsibility of administering and enforcing the covenants, conditions and restrictions contained in the Declaration, including the collection

and disbursement of charges and assessments created therein, through a Board of Directors. In the event of any dispute or disagreement between any Members relating to the Properties, or any questions of interpretation or application of the provisions of the Declaration, Articles of Incorporation or these Bylaws, such dispute or disagreement shall be submitted to the Board. The determination of such dispute or disagreement by the Board shall be binding on each and all such Members, subject to the right of Members to seek other remedies provided by law after such determination by the Board.

4.02 Place of Meeting. Meetings of the Association shall be held at such suitable place, convenient to the Members, as the Board of Directors may determine.

4.03 Annual Meetings. The annual meetings of the Association shall be held on or before forty-five (45) days after the expiration of the prior fiscal year. At such meetings there shall be elected by ballot of the Members a Board of Directors in accordance with the requirements of Section 5.05 of these Bylaws. The Members may also transact such other business of the Association as may properly come before them.

4.04 Special Meetings. It shall be the duty of the President to call a special meeting of the Members as directed by resolution of the Board of Directors or upon a petition signed by a majority of Members and having been presented to the Secretary or Assistant Secretary of the Association. The notice of any special meeting shall state the time and place of such meeting and the purpose thereof. No business except as stated in the notice shall be transacted at a special meeting. Any such meetings shall be held after the first annual meeting and shall be held within thirty (30) days after receipt by the President of such resolution or petition.

4.05 Notice of Meetings. It shall be the duty of the Secretary or Assistant Secretary of the Association to deliver a notice of each annual or special meeting, stating the purpose thereof as well as the time and place it is to be held, to each Member entitled to vote at such meeting, at least ten (10) days, but not more than thirty (30) days prior to such meeting. The mailing of a notice in the manner provided in this paragraph shall be considered notice served.

4.06 Order of Business. The order of business at all meetings of the Members shall be as follows:

- (a) Roll call and certifying proxies;
- (b) Proof of notice of meeting or waiver of notice;
- (c) Reading (or waiver thereof) and approval of minutes;

- (d) Reports of officers;
- (e) Reports of committees;
- (f) Election of directors;
- (g) Unfinished business;
- (h) New business; and
- (i) Adjournment.

ARTICLE V

BOARD OF DIRECTORS

5.01 Number and Qualification. Until the first meeting of the Association, the affairs of this Association shall be governed by a Board of Directors consisting of the five (5) persons delineated in the Articles of Incorporation of the Association. At such first meeting, there shall be elected any five (5) Members in Good Standing of the Association to the Board of Directors who shall thereafter govern the affairs of this Association until their successors have been duly elected and qualified.

5.02 Powers and Duties. The Board of Directors shall have the powers and duties necessary for the administration of the affairs of the Association and for the operation and maintenance of the Properties in keeping with the character and quality of the area in which it is located. The Board of Directors may do all such acts and things except as by law or by these Bylaws may not be delegated to the Board of Directors.

5.03 Other Powers and Duties. Such powers and duties of the Board of Directors shall include, but shall not be limited to, the following, all of which shall be done solely for the benefit of the Properties and for the mutual and reciprocal benefit of Members:

- (a) To set, collect and disburse regular assessments in any fiscal year or portion thereof for the following purposes:
 - (i) The employment of personnel or independent contractors;
 - (ii) The employment of legal, accounting, engineering, architectural or other independent professional services, including any services required to provide architectural review for any building or other development plans proposed for a lot;

- (iii) The purchase of a policy or policies of insurance insuring the Association against any liability to the public, owners, or Occupants incidental to operation of the Association;
 - (iv) The purchase of fidelity bonds as provided; and
 - (v) Anything which the Board deems appropriate and proper in fulfilling its obligations and responsibilities under the terms of the Declaration or by law or which, in its reasonable opinion, shall be necessary or proper for the operation or protection of the Association or for the enforcement of the Declaration;
- (b) To enter into agreements or contracts with insurance companies with respect to insurance coverage for Common Areas and improvements thereon and other property of the Association;
 - (c) To enter into contracts with utility companies with respect to utility installation, consumption and services matters;
 - (d) To borrow funds to pay any costs of operation, secured by assignment or pledge of rights against owners for current, delinquent or future assessments, as the Board may determine in its sole discretion to be necessary and appropriate;
 - (e) To enter into contracts for goods and services or other Association purposes, provide services it deems proper, maintain one or more bank accounts, and generally to have all the powers necessary or incidental as may be required for prudent operation and management of the Association;
 - (f) To sue or defend in any court of law on behalf of the Association;
 - (g) To provide for and accumulate reserve funds to be used for repairs, replacement and/or maintenance, in such amounts and for such purposes as may reasonably be determined by the Board to be necessary and appropriate;
 - (h) To make, or cause to be made, any tax returns, reports, or other filing required by Federal, State, or local governmental authorities;
 - (i) To make reasonable rules and regulations for the use of the Properties, including, but not limited to, common areas, as the Board deems necessary and appropriate and

create a high level of environmental and aesthetic quality within the Properties;

- (j) To adjust the amount, collect and use any insurance proceeds to repair or replace any damaged or lost property, or to reimburse persons or entities entitled to receive reimbursement for injury, damage or losses;
- (k) To enforce the provisions of the Declaration, and to seek damages and/or equitable relief or other remedial action from any owner for violation of this Declaration or any of its individual provisions; and
- (l) To contract with any property owner(s), for performance of services which the Association is otherwise obligated or permitted to perform, such contracts to be at competitive rate then prevailing for such services and upon such terms and conditions, and for such considerations, as the Board may deem advisable and in the best interest of the Association.

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

5.05 Election and Term of Office. The Directors shall be elected annually and shall hold office until their successors have been elected and hold their first meeting, except as is otherwise provided.

5.06 Vacancies. Vacancies in the Board of Directors caused by death, resignation or disqualification, i.e., by any reason other than the removal of a Director by a vote of the Association, shall be filled by vote of the majority of the remaining Directors, even though they may constitute less than a quorum; and each person so elected shall be a Director until a successor is elected at the next annual meeting of the Association.

5.07 Removal of Directors. At any regular or special meeting duly called, any one or more of the Directors may be removed with or without cause by a majority of Members entitled to vote, and a successor may then and there be elected to fill the vacancy thus created. Any Director whose removal has been proposed by the Members shall be given an opportunity to be heard at the meeting.

5.08 Organization Meeting. The first meeting of a newly elected Board of Directors following the annual meeting of the Members shall be held within ten (10) days thereafter at such place

as shall be fixed by the Directors at the meeting at which such Directors were elected, and no notice shall be necessary to the newly elected Directors in order legally to constitute such meeting, providing a majority of the whole Board shall be present.

5.09 Regular Meetings. Regular meetings of the Board of Directors may be held at such time and place as shall be determined, from time to time, by a majority of the Directors but at least one such meeting shall be held during each calendar quarter. Notice of regular meetings of the Board of Directors shall be given to each Director, personally or by mail, telephone or telegraph, at least one day prior to the day named for such meeting.

5.10 Special Meetings. Special meetings of the Board of Directors may be called by the President on one (1) day's notice to each Director, given personally or by mail, telephone or telegraph, which notice shall state the time, place (as hereinabove provided) and purpose of the meeting. Special meetings of the Board of Directors shall be called by the President or Secretary or Assistant Secretary of the Association in like manner and on like notice on the written request of one or more Director.

5.11 Waiver of Notice. Before or after any meeting of the Board of Directors, any Director may, in writing, waive notice of such meeting and such waiver shall be deemed equivalent to the giving of such notice. Attendance by a Director at any meeting of the Board shall be a waiver of notice by him of the time and place thereof. If all the Directors are present at any meeting of the Board, no notice shall be required and any business may be transacted at such meeting.

5.12 Board of Directors' Quorum. At all meetings of the Board of Directors, a majority of the Directors shall constitute a quorum for the transaction of business, and the acts of the majority of the Directors present at a meeting at which a quorum is present shall be the acts of the Board of Directors. If, at any meeting of the Board of Directors, there be less than a quorum present, the majority of those present may adjourn the meeting from time to time. At any such adjourned meeting, any business which might have been transacted at the meeting as originally called may be transacted without further notice.

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

ARTICLE VI

FISCAL MANAGEMENT

6.01 Accounts. The funds and expenditures of the Members by and through the Association shall be credited and charged to

accounts under the following classifications as shall be appropriate:

- (a) Normal operating expense, which shall include all funds and expenditures within the year for which the funds are budgeted, including a reasonable allowance for contingencies and working funds, except expenditures chargeable to reserves and to additional improvements.
- (b) Reserve for maintenance, repair and/or replacement relating to common areas or lots which shall include funds for maintenance, repair or replacement required because of damage, wear or obsolescence.

6.02 Separate Accounts. Separate accounts may be established in order to better demonstrate that the amounts deposited therein are capital contributions and not income to the Association.

6.03 Fiscal Year. The fiscal year for the Association shall be the calendar year.

ARTICLE VII

OFFICERS

7.01 Designation. The officers of the Association shall be a President, a Vice President, a Secretary, and a Treasurer, all of whom shall be elected by the Board of Directors, and such assistant officers as the Board of Directors shall, from time to time, elect. Such officers need not be members of the Board of Directors. The office of President and Treasurer may be held by the same person, and the office of Vice President and Secretary or Assistant Secretary may be held by the same person.

7.02 Election of Officers. The officers of the Association shall be elected annually by the Board of Directors at the organizational meeting of each new Board and shall hold office subject to the continuing approval of the Board.

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

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

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

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

7.07 Secretary. The Secretary shall keep all the minutes of the meeting of the Board of Directors and the minutes of all meetings of the Association; he shall have charge of such books and papers as the Board of Directors may direct; and he shall, in general, perform all the duties incident to the office of Secretary and as is provided in the Declaration and the Bylaws.

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

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

7.09 Treasurer. The Treasurer shall have responsibility for Association funds and shall be responsible for keeping full and accurate accounts of all receipts and disbursements in books belonging to the Association. He shall be responsible for the deposit of all monies and other valuable effects in the name and

to the credit of the Association in such depositaries as may be from time to time be designated by the Board of Directors.

ARTICLE VIII

INDEMNIFICATION OF OFFICERS AND DIRECTORS

8.01 Indemnification. To the full extent permitted by the Texas Non-Profit Corporation Act, the Association shall indemnify any director or officer against judgments, penalties (including excise and similar taxes), fines, settlements and reasonable expenses (including court costs and attorneys' fees) actually incurred by any such person who was, is or is threatened to be made a named defendant or respondent in a proceeding because the person is or was a director or officer and shall advance to such person such reasonable expenses as are incurred by him in connection therewith. The rights of directors and officers set forth in this article shall not be exclusive of any other right which directors or officers may have or hereafter acquire relating to the subject matter hereof. As used in this article, the terms "director" and "officer" shall mean any person who is or was a director or officer of the Association and any person who, while a director or officer of the Association, is or was serving at the request of the Association as a director, officer, partner, venturer, proprietor, trustee, employee, agent or similar functionary of any foreign or domestic corporation, partnership, joint venture, sole proprietorship, trust, employee benefit plan or other enterprise. As used in this article, the term "proceeding" means any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative, arbitrativ or investigative, any appeal in any such action, suit or proceeding and any inquiry or investigation that could lead to such an action, suit or proceeding.

8.02 Other. The Members, Board of Directors, officers or representatives of the Association shall enter contracts or other commitments as agents for the Association, and they shall have no personal liability for any such contract or commitment (except such liability as may be ascribed to them in their capacity as property owners).

ARTICLE IX

AMENDMENTS TO BYLAWS

These Bylaws may be amended in writing by the majority of Members in Good Standing; provided, however, that such authority may be delegated by the majority of such Members to the Board as allowed by the Texas Non-Profit Corporation Act.

ARTICLE X

EVIDENCE OF OWNERSHIP, REGISTRATION OF MAILING ADDRESS AND DESIGNATION OF VOTING REPRESENTATIVE

10.01 Proof of Ownership. The Board of Directors may require a property owner to furnish a true and correct copy of the original or a certified copy of the recorded instrument vesting that person with an interest or ownership in a lot or residence. If so requested by the Board of Directors, a Member shall not be deemed to be in Good Standing nor shall he be entitled to vote at any annual or special meeting of Members unless this requirement is first met.

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

ARTICLE XI

ASSESSMENTS AND LIENS

11.01 Purpose of Assessments. The Assessments levied hereunder by the Association shall be used exclusively for the purpose of protecting and promoting the comfort, collective mutual enjoyment, health, safety and welfare of the owners of the Properties, including, but not limited to, the following:

- (a) The maintenance, repair or replacement of any and all Common Area improvements, including, but not limited to, landscaped areas and easements, along with the cost of any associated management or supervisory services, fees, labor, equipment, and materials;
- (b) The special maintenance, repair or replacement of improvements located in the common areas or on lots;
- (c) The design, purchase and installation of any common area improvements;

- (d) The purchase of insurance coverage relating to common areas and any improvements thereon, and other property of the Association;
- (e) The carrying out of duties of the Board as provided herein and Articles of Incorporation of the Association;
- (f) The carrying out of purposes of the Association as stated herein and in its Declaration and Articles of Incorporation; and
- (g) The carrying out of all other matters set forth or contemplated in the Declaration.

11.02 Annual Budget and Regular Assessments. Each fiscal year while the Declaration is in force, the Board shall adopt an annual budget and set the amount of the regular annual Assessment to be levied for the next year, taking into consideration Association operating costs for the then current year, expected normal increases in such costs over the next year, and additional future needs of the Association, including the establishment and maintenance of an Association reserve fund as provided for herein. The annual budget shall be adopted by the Board not later than fifteen (15) days prior to the commencement of each fiscal year. Notwithstanding the above, in the event the Board fails for any reason to adopt an annual budget covering the succeeding fiscal year, then and until such time as an annual budget shall have been adopted for such succeeding fiscal year, the annual budget currently in effect shall continue and the regular annual Assessment shall be deemed the same as for the current year.

The regular annual Assessment for each fiscal year shall be determined by the Board upon its adoption of the annual budget for such fiscal year.

Should any surplus exist at the end of any year, the Board may, at its own discretion, reduce the amount required for the next regular annual Assessment by an amount not more than said surplus, provided, however, that reserve fund requirements are first met as stipulated in Section 6.01(b) of these Bylaws.

11.03 Payment of Regular Assessments. The regular annual Assessments provided for herein shall commence on a date fixed by the Board and thereafter shall be due and payable in quarterly installments, in advance, on the day of the first month in each quarter of the fiscal year designated by the Board; provided, however, that if the commencement date of the initial regular annual Assessment for the Association shall not be the same as the first day of the first month of a quarter in the fiscal year, then the initial quarterly assessment installment shall be from the date of commencement to the first day of the next quarter, and payment shall be prorated for the number of days remaining in the quarter.

11.04 Enforcement and Personal Obligation of Owners For Payment of Assessments. The regular annual Assessments, shall be the personal and individual debt of the property owners covered by such assessments. No property owner may, for any reason, exempt itself from liability for such assessments levied in accordance with the provisions of the Declaration and these Bylaws. In the event that any assessment or installment thereof is not paid when due, and remains unpaid for a period of thirty (30) days thereafter, then the unpaid amount of any such assessment or installment thereof shall become delinquent and shall, together with interest thereon as herein provided and costs of collection thereof, become a continuing personal obligation and debt of the non-paying property owner secured by a self-executing lien on the lot including all improvements thereon, to which such assessment or installment thereof pertains. The Association shall have the right to reject any partial payment of any Assessment or installment thereof and demand full payment thereof, or the Association may, in its sole discretion, elect to accept any such partial payment on account only, without in so doing waiving any rights established hereunder with respect to any remaining balance due.

The obligation of any property owner to pay any assessment imposed on a lot during such owner's period of ownership shall remain its personal obligation, and a sale or other transfer of title to such lot shall not release such former owner from said liability notwithstanding an assumption of liability by the purchaser or transferee. The lien for any unpaid assessments shall be unaffected by any sale or transfer of full or partial ownership interest in a lot, and shall continue in full force and effect. In the event of full or partial sale or transfer of an ownership interest in a lot, it shall be the sole obligation of the property owner selling or transferring such interest (and not the Association) to disclose to any buyer or transferee that an unpaid assessment and associated lien against the ownership interest exist prior to that date at which such sale or transfer is to be consummated. A copy of such notice shall be sent to the Association at the same time. Upon written request, the Association shall provide a property owner with a statement reflecting the amount of any unpaid or delinquent assessments with respect to a lot owned by said property owner.

The unpaid amount of any assessment shall bear interest from its due date at ten percent (10%) per annum or the maximum legal rate of interest then prevailing, whichever is lesser. In addition, the Board may elect to retain the services of an attorney of its choice for the purposes of collecting any unpaid assessment and interest charges thereon, and/or to foreclose the lien against the property subject thereto and/or to pursue any other legal or equitable remedy which the Association may have and there shall be added to the amount of unpaid assessment and interest charges

thereon, any and all collection costs incurred by the Association, whether judicial or non-judicial, and including, but not limited to, reasonable attorney fees and costs of legal suit.

11.05 Lien and Foreclosure. Upon delinquency, all sums assessed in the manner provided in these Bylaws, together with all interest costs as herein provided, shall be secured by the lien provided for under Section 11.04 of these Bylaws. As further evidence and notice of such assessment lien, the Association may prepare a written notice of such lien setting forth the amount of delinquent indebtedness, the name of the owner of property covered by such lien, and a description of the property. Such notice, shall be signed by a duly authorized Officer of the Association and shall be recorded in the office of the County Clerk of Dallas County, Texas, or such other place as may be required by law for the recording of liens affecting real property at such time as such notice is recorded. Such lien for payment of assessments shall attach from the date such payment becomes delinquent and may be enforced after recording said notice through (i) foreclosure of such lien on the lot and any improvements thereon in like manner as a mortgage on real property, (ii) suit against the property owner personally obligated to pay the assessment and/or (iii) foreclosure proceeding, whether judicial or non-judicial, the property owner shall be required to pay the costs, expenses and reasonable attorneys' fees incurred by the Association. The Association shall have the power to bid on the property being foreclosed.

11.06 Lien Subordination. Any lien established as provided for in these Bylaws, shall be subordinate and inferior to any mortgage or deed of trust in favor of any bank, savings and loan association, insurance company, pension fund, or other similar financial institution or other lender approved by the Board; provided, however, that such subordination shall apply only to the assessments which have become due and payable prior to a foreclosure sale (whether public or private) of any such lot pursuant to the terms and conditions of any such mortgage or deed of trust. Such foreclosure sale shall not relieve any new property owner taking title at such sale from liability for the amount of any assessments thereafter becoming due or from a lien arising from any such subsequent assessment.

At the time any mortgage financing or refinancing is obtained for any lot, which will as provided above be superior or any existing or future assessment lien of the Association, the property owner of such lot shall within thirty (30) days prior to the consummation of any such mortgage or financing deliver to the Association written notice identifying the lender making such mortgage loan in terms of its full legal name, its current address and telephone number, and the name of an officer or other person within the entity who is responsible for that particular loan account. Upon the written request of any such lender holding a

superior lien on any lot as provided herein, the Association shall report to such lender any unpaid assessments which are delinquent as herein defined. The Association may from time to time, at its own initiative, elect to report delinquent assessments to such mortgage lenders.

11.07 Mechanic's Lien. Each property owner agrees to indemnify and to hold each of the other property owners harmless from any and all claims of mechanic's liens filed against other improvements for labor, materials, services or other products incorporated in the property owner's improvements.

ARTICLE XII

ABATEMENT AND ENJOINMENT OF VIOLATIONS BY OWNERS

The violation of any rule or regulation, or the breach of any Bylaw, or the breach of any provision of the Declaration, shall give the Board of Directors the right, in addition to any other rights set forth in the Declaration or herein, to enjoin, abate, or remedy by appropriate legal proceedings, either at law or in equity, the continuance of any breach. Any property owner, who, shall have violated or breached any term or provision of the Bylaws or the Declaration will be given notice of such violation or breach and shall have thirty (30) days after such notice to cure such breach or violation prior to the institution by the Association of any legal proceedings against such property owner or his property.

ARTICLE XIII

COMMITTEES

13.01 Committees. The Board of Directors, by resolution adopted by a majority of the Directors in office, may designate one or more committees. Except as otherwise provided in such resolution, members of such committee or committees shall be Members of the Association, and the President of the Association shall appoint the members thereof.

13.02 Term of Office. Each member of a committee shall continue as such until the next annual meeting of the Members of the Association or until his successor is appointed unless the committee shall be sooner terminated, or unless such member be removed from such committee, or unless such member shall cease to qualify as a member thereof.

13.03 Chairman. One member of each committee shall be appointed chairman by the President of the Association.

13.04 Vacancies. Vacancies in the membership of any committee may be filled by appointments made in the same manner as provided in the case of the original appointments.

13.05 Quorum. Unless otherwise provided in the resolution of the Board of Directors designating a committee, a majority of the whole committee shall constitute a quorum and the act of a majority of the members present at a meeting at which a quorum is present shall be the act of the committee.

13.06 Rules. Each committee may adopt rules for its own government not inconsistent with these Bylaws or with rules adopted by the Board of Directors.

ARTICLE XIV

NON-PROFIT ASSOCIATION

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

ARTICLE XV

CONFLICTING OR INVALID PROVISIONS

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

ARTICLE XVI

NOTICES

All notices to Members of the Association shall be given by delivering the same to each owner in person or by depositing the notices in the U. S. Mail, postage prepaid, addressed to each owner at the address last given by each property owner to the Secretary of the Association. If an owner shall fail to give an address to

the Secretary for mailing of such notices, all such notices shall be sent to the street address of such owner, and all owners shall be deemed to have been given notice of the meetings upon the proper mailing of the notices to such addresses irrespective of the actual receipt of the notices by the property owners.

By our signatures hereto the undersigned, being all of the initial Directors of the Association, confirm the approval and adoption of these Bylaws by the property owners as contemplated by the Declaration and hereby adopt the foregoing Bylaws for the Association as of the _____ day of _____, 1988.

This is to certify that the undersigned, a duly appointed officer for the Silver Creek Crossing Home Owner Association, does hereby give witness that the attached document of the By-Laws of the Association was amended by majority vote of the Board of Directors on September 23, 2007.

Gordon VanSteenberg

November 19, 2007

Gordon VanSteenberg, President

THE STATE OF TEXAS)
)
COUNTY OF DALLAS)

BEFORE ME, the undersigned, a Notary Public in and for the State of Texas, on this date personally appeared Gordon VanSteenberg, known to me to be the person and officer whose name is subscribed to the foregoing instrument and did acknowledge to me that he had the authority to act for Silver Creek Crossing Property Owners Association, a Texas corporation, and that he executed the same solely as the act of that corporation for the purposes and consideration therein expressed.

GIVEN under my hand and seal of office this 20th day of November 2007

Ortha Selva
Notary Public in and for the State of Texas

