

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

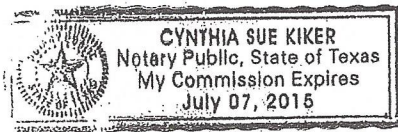
STARLIGHT RANCH HOMEOWNERS ASSOCIATION, INC., a Texas non-profit corporation

By: Terry Siegel
Terry Siegel, President

STATE OF TEXAS §
COUNTY OF Palo Pinto §
§

BEFORE ME, the undersigned authority, on this day personally appeared Terry Siegel, President of Starlight Ranch Homeowners Association, Inc., known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

SUBSCRIBED AND SWORN TO BEFORE ME on this 11th day of June, 2015.



Cynthia Sue Kiker
Notary Public, State of Texas

July 07, 2015
My Commission Expires

AFTER RECORDING, RETURN TO:
Bryan D. Bruner
Bruner & Pappas, LLP
3700 W. 7th Street
Fort Worth, Texas 76107

EXHIBIT "A"

- A-1 Certificate of Formation
- A-2 Bylaws of Starlight Ranch Homeowners Association, Inc.
- A-3 Alternative Payment Policy
- A-4 Document Inspection and Copying Policy
- A-5 Document Retention Policy

**ADDENDUM TO CERTIFICATE OF FORMATION
FOR STARLIGHT RANCH HOMEOWNERS ASSOCIATION, INC.**

ARTICLE 5 - PURPOSE

The Starlight Ranch Homeowners Association, Inc. (the "Association") is being organized as a non-profit corporation under the Texas Non-Profit Corporation Act, the Association shall not be operated for profit, but shall be operated for the sole purpose of performing certain functions for the common good and general welfare of the residents of the subdivision known as Starlight Ranch, Phase One (the "Development"), which is located in Johnson County, Texas.

The term "Amended Declaration," as used herein, refers to that certain Amended and Restated Declaration of Covenants, Conditions and Restrictions for Starlight Ranch on or about June 8, 2015, and recorded in the Real Property Records of Johnson County, Texas as Document Number 2015-12216.

The Association shall have and may exercise all powers necessary or convenient to effect the purpose as set forth above, including, to the extent, and only to the extent, necessary to carry out such purpose, the following powers and duties:

- (a) exercise all of the powers and privileges and to perform all of the duties and obligations of the Association as set forth in the Amended Declaration and as the same may be amended from time to time as therein provided, said Amended Declaration being incorporated herein as if set forth at length;
- (b) fix, levy, collect and enforce payment by any lawful means, all charges or assessments pursuant to the terms of the Amended Declaration; to pay all expenses in connection therewith and all office and other expenses incident to the conduct of the business of the Association, including all licenses, taxes or governmental charges levied or imposed against the Association;
- (c) have and exercise any and all powers, rights and privileges which an association organized under the Texas Non-Profit Corporation Act may now or hereafter have or exercise.

DISSOLUTION AND MANNER OF DISTRIBUTION

The Association may be dissolved only if such dissolution is approved by the written consent of seventy-five percent (75%) of the Members.

Upon dissolution, the Association will adopt a plan of distribution under the Texas Business Organizations Code. The Association will apply and distribute its property in accordance with Section 22.304 of the Code.

**BYLAWS
OF
STARLIGHT RANCH HOMEOWNERS ASSOCIATION, INC.
(A Texas Non-Profit Corporation)**

**ARTICLE I.
NAME**

1.1 Name. The name of the organization shall be Starlight Ranch Homeowners Association, Inc., hereinafter called the "Association."

**ARTICLE II.
OWNER OBLIGATION AND MEMBERSHIP**

2.1 Owner Obligation. All present or future owners and tenants of any or all of the lots (the "Lots") situated within Starlight Ranch Phase One, an Addition to Johnson County, Texas, according the plat recorded in Johnson County, Texas (the "Property") or any other person who might use the facilities of the "Common Area" (as hereinafter defined) in any manner, are subject to the regulations set forth in these Bylaws. The mere acquisition or rental of any of the Lots or the mere act of occupancy of any of the Lots will signify that these Bylaws are accepted, ratified and will be strictly followed.

2.2 Membership. Any person on becoming a record owner ("Owner") of all or any part of a Lot shall automatically become a member ("Member") of this Association and be subject to these Bylaws. Such membership shall terminate without any formal Association action whenever such person ceases to own all or any part of a Lot. Such termination shall not relieve or release any such former Owner from any liability or obligation incurred under or in any way connected with the Property during the period of such ownership and membership in the Association, or impair any rights or remedies which the Board of Directors of the Association or others may have against such former Owner and Member arising out of or in any way connected with such ownership and membership and the covenants and obligations incident thereto. No certificates of stock shall be issued by the Association.

**ARTICLE III.
DEFINITIONS AND TERMS**

3.1 Amended Declaration. "Amended Declaration" shall refer to the Amended and Restated Declaration of Covenants, Conditions and Restrictions for Starlight Ranch, filed in the Real Property Records of Johnson County, Texas on or about June 8, 2015, as Document Number 2015-12216.

3.2 Board. "Board" shall mean the Board of Directors of the Association.

3.3 Common Area. "Common Area" means and refers to that portion of the Property, if any, conveyed to the Association for the use and benefit of the Owners, together with any entrance monuments, drainage facilities, detention ponds, right-of-way landscaping, walking trails and such other areas lying within dedicated public easements or right-of-way that the Board deems it necessary or appropriate to maintain for the common benefit of the Owners.

3.4 Declarant. "Declarant" shall mean and refer to HTS Properties L.L.C. d/b/a Starlight Ranch, a Texas limited liability company, and any successor that acquires all Lots then owned by Declarant for the purpose of development and is named as successor in a recorded instrument, as provided in the Amended Declaration.

3.5 Development Period. "Development Period" shall mean the period beginning on the date the Original Declaration (defined below) was recorded in the Real Property Records of Johnson County, Texas (May 6, 2015), and ending on the date when the Declarant owns only one Lot.

3.6 Original Declaration. "Original Declaration" shall refer to the Declaration of Covenants, Conditions and Restrictions for Starlight Ranch, filed in the Real Property Records of Johnson County, Texas on or about May 6, 2015, as Document Number 2015-9302.

ARTICLE IV. VOTING RIGHTS

4.1 Voting Classes. The Association shall have two voting classes:

Class A: Class A Members shall be all Owners of Lots with the exception of the Declarant, and shall be entitled to one (1) vote for each Lot owned. When more than one person holds an interest in any Lot, all such persons shall be Members. The vote for such Lot shall be exercised as they determine, but in no event shall more than one vote be cast with respect to any Lot.

Class B: The Class B Member shall be the Declarant and shall be entitled to three (3) votes for each Lot owned; provided, however, in no event shall the Class B Member have less than the total number of Class A votes plus one (1). The Class B Membership shall cease when the Declarant no longer retains the right to appoint and remove members of the Board and officers of the Association pursuant to Article 6.04 of the Amended Declaration and any amendments thereto.

4.2 Manner of Voting. At all meetings of Members, each Member may vote in person, by legitimate proxy in form approved by the Board, by absentee ballot, or by electronic ballot. All proxies must be in writing and filed with the Secretary of the Association before any

member may vote by proxy. Every proxy will be revocable and will automatically cease on conveyance by the Member of the Member's Lot or on receipt of notice by the Secretary of the Association of the death or judicially declared incompetence of the Member. No proxy will be valid after eleven (11) months from the date of its execution, unless otherwise specifically provided in the proxy.

4.3 Quorum. Except as otherwise specifically provided in the Amended Declaration, the presence, either in person, by proxy, by absentee ballot, or by electronic ballot at any meeting of Members entitled to cast at least fifty-one percent (51%) of the total voting power of the Association will constitute a quorum for any action; however, an absentee or electronic ballot may be counted as a Member present and voting for the purpose of establishing a quorum only for items appearing on the ballot. In the absence of a quorum at a meeting of Members, a majority of those Members present in person or by proxy may adjourn the meeting to a time no less than five (5) days or more than thirty (30) days from the meeting date.

4.4 Required vote. The vote of the majority of the votes entitled to be cast by the Members present, or represented by proxy, by absentee ballot, or by electronic ballot, at a meeting at which a quorum is present will be the act of the Members, unless the vote of a greater number is required by statute or the Amended Declaration; however, an absentee or electronic ballot may not be counted, even if properly delivered, if the Member actually attends the meeting to vote in person and does so cast a vote at the meeting, and may not be counted on the final vote of a proposal if the motion was amended at the meeting to be different from the exact language on the absentee or electronic ballot.

4.5 Absentee ballots. A solicitation for votes by absentee ballot must include (a) an absentee ballot that contains each proposed action and provides an opportunity to vote for or against each proposed action, (b) instructions for delivery of the completed absentee ballot, including the delivery location, and (c) the following language: "By casting your vote via absentee ballot you will forgo the opportunity to consider and vote on any action from the floor on these proposals, if a meeting is held. This means that if there are amendments to these proposals, your votes will not be counted on the final vote on these measures. If you want to retain this ability, please attend any meeting in person. You may submit an absentee ballot and later choose to attend any meeting in person, in which case any in-person vote will prevail."

4.6 Electronic ballots. An electronic ballot means a ballot (a) given by electronic mail, fax, or posting on an Internet website, (b) for which the identity of the Member submitting the ballot can be confirmed, and (c) for which the Member may receive a receipt of the electronic transmission and receipt of the Member's ballot. If an electronic ballot is posted on an internet website, a notice of the posting will be sent to each Member with instructions on obtaining access to the posting of the website.

ARTICLE V.
ADMINISTRATION

5.1 Association Responsibilities. The Owners of the Lots will constitute the Association, which will have the responsibility of administering and maintaining the Common Area through a Board of Directors.

5.2 Place of Meetings. All annual and special meetings of the Association shall be held at the principal office of the Association or at such other suitable and convenient place as may be permitted by law and from time to time fixed by the Board and designated in the notices of such meetings.

5.3 Annual Meetings. Annual meetings of the Members shall be held on the fourth (4th) Tuesday of January each year for the purpose of electing Directors and for the transaction of other business as may come before the meeting. If the election of Directors shall not be held on the day designated herein for any annual meeting, or at any adjournment thereof, the Board shall cause the election to be held at a special meeting of the Members as soon thereafter as possible.

5.4 Special Meetings. It shall be the duty of the President of the Association to call a special meeting of the Members as directed by resolution of the Board or upon a petition signed by at least two (2) of the Owners and presented to the Secretary. The notice of any special meeting shall state the time and place of such meeting and the purpose or purposes for which such meeting is called.

5.5 Notice of Meetings. The Secretary of the Association shall mail notices of annual and special meetings to each Member directed to the last known post office address of the Member, as shown on the records of the Association, by uncertified mail, postage prepaid. Such notice shall be mailed not less than ten (10) days nor more than sixty (60) days before the date of such meeting and shall state the date, time and place of the meeting. In the case of a special meeting or when required by statute or these Bylaws, the notice shall state the purpose or purposes for which the meeting is called. In lieu of mailing notice as herein provided, such notice may be delivered by hand or left at the Member's residence in his absence. If so requested of the Association, any mortgagee of record or its designee may be entitled to receive similar notice from the Association.

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

- a. Roll call.
- b. Proof of notice of meeting or waiver of notice.
- c. Reading of minutes of preceding meeting.
- d. Reports of officers.
- e. Reports of committees.
- f. Election of Directors, if applicable.

- g. Unfinished business.
- h. New business.

ARTICLE VI.
BOARD OF DIRECTORS

6.1 Number and Appointment. The affairs of this Association shall be governed by a Board of Directors composed of at least three (3) persons, each of whom need not be a Member of the Association. The members of the initial Board shall be the following persons, who shall act in such capacity and shall manage the affairs of the Association until their successors are elected, to-wit:

<u>Name</u>	<u>Address</u>
Terry Siegel	2141 Hidden Creek Road Fort Worth, Texas 76107
Jeff Siegel	450 Flora Road Aledo, Texas 76008
Courtney Landes	1825 Warner Road Fort Worth, Texas 76110
Jim Thomason	3916 Ann Arbor Court Fort Worth, Texas 76109

6.1 Powers and Duties. The Board shall have the powers and duties necessary for the administration of the affairs of the Association and for the operation and maintenance of the Common Area, specifically including, without limitation, the powers and duties set forth in Article 6 of the Amended Declaration. Subject to the provisions of the preceding sentence, the Board may do all such acts and things that are not by these Bylaws or by the Amended Declaration directed to be exercised and done by the Members.

6.2 Other Powers and Duties. The Board shall have the following duties:

- a. To establish, make and enforce compliance with rules, conditions, restrictions, limitations and all other provisions necessary for the orderly operation, use and maintenance of the Common Area. (A copy of such rules shall be delivered or mailed to each Member promptly upon the adoption thereof and shall be filed in the Real Property Records of Johnson County, Texas).
- b. To keep in good order, condition and repair the Common Area and all items of personal property used in the enjoyment of the Common Area.

- c. To fix, determine, levy and collect the assessments to be paid by each of the Owners; and by majority vote of the Board to adjust, decrease or increase the amount of the monthly assessments, subject to provisions of the Amended Declaration; to levy and collect special assessments in order to meet increased operating or maintenance expenses or costs, and additional capital expenses. All quarterly or other assessments shall be in itemized statement form and shall set forth in detail the various expenses for which the assessments are being made.
- d. To collect delinquent assessments by suit or otherwise and to enjoin or seek damages from an Owner, as provided in the Amended Declaration and by these Bylaws.
- e. To protect and defend the Common Area from loss and damage by suit or otherwise.
- f. To borrow funds in order to pay for any required expenditure or outlay; to execute all such instruments evidencing such indebtedness which shall be the several obligations of all of the Owners in the same proportion as their interest in the Property.
- g. To keep and maintain full and accurate books and records in accordance with the Association's Document Retention Policy. In addition, each Member shall have the right to inspect the books and records of the Association in accordance with the terms of the Association's Document Inspection and Copying Policy.
- h. To meet at least once each calendar year.
- i. To designate and employ the personnel necessary for the maintenance and operation of the Property.
- j. In general, to carry on the administration of this Association and to do all of those things, necessary and reasonable, in order to carry out the communal aspect of the use and enjoyment of the Common Area.

6.3 Election and Term of Office. At the first (1st) annual meeting of the Association the term of office of the Directors shall be fixed for two (2) years. The persons acting as Directors shall hold office until their successors have been elected and hold their first (1st) meeting.

6.4 Vacancies. Vacancies on the Board caused 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. Each Director so elected shall serve out the remaining term of his predecessor.

6.5 Removal of Directors. At any regular or special meeting duly called, any one (1) or more of the Directors may be removed with or without cause by a majority of the Members, 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. Further, if the Board is presented with written, documented evidence from a governmental law enforcement agency that a director has been convicted of a felony or crime of moral turpitude, the director shall be automatically removed from the Board and ineligible to serve again.

6.6 Organizational Meeting. The first (1st) meeting of a newly elected Board shall be held within ten (10) days of election 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.

6.7 Regular Meetings. Regular meetings of the Board 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 (1) such meeting shall be held during each fiscal year. Notice of regular meetings of the Board shall be given to each Director, personally, by mail, telephone or telegraph, at least three (3) days prior to the day named for such meeting.

6.8 Special Meetings. Special meetings of the Board may be called by the President or Secretary, or upon the written request of at least two (2) Directors. The President or Secretary will give three (3) days' personal notice to each Director by mail, telephone or telegraph, which notice shall state the time, place (as hereinabove provided) and purpose of the meeting.

6.9 Waiver of Notice. Before or at any meeting of the Board, 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.

6.10 Board of Director's Quorum. At all meetings of the Board, a majority of 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. If, at any meeting of the Board, there is less than a quorum present, the majority of those present may adjourn the meeting from time to time.

6.11 Architectural Control Committee. The Board shall appoint an Architectural Control Committee pursuant to the Amended Declaration. The initial Architectural Control Committee designated and appointed by the Declarant, as well as any subsequent Architectural Control Committee either designated and appointed by the Declarant or appointed by the Board, shall have the right to waive or vary any of the procedures or standards set forth in the Amended Declaration at its discretion, for good cause shown. Upon submission of a written narrative

request for a variance or waiver of one or more provisions of the standards set forth in the Amended Declaration, the Architectural Control Committee may, from time to time, in its sole discretion, permit Owners to construct, erect, or install improvements which are in variance with such standards. No member of the Architectural Control Committee shall be liable to any Owner or other person for any claims, causes of action, or damages arising out of the granting or denial of any variance requested by an Owner or his agent. Each request for a variance submitted hereunder shall be reviewed separately and apart from other such requests and the grant of a variance to any Owner shall not constitute a waiver of the Architectural Control Committee's right to strictly enforce the provisions of the Amended Declaration against any other Owner. Each such written request must identify and set forth in narrative detail the specific guideline or standard from which a variance is sought, describe in detail the exact nature of the variance sought, and be accompanied by the appropriate fee, as prescribed by the Architectural Control Committee. Any grant of variance by the Architectural Control Committee must be in writing and must identify in narrative detail both the standard from which a variance is being sought and the specific variance being granted.

ARTICLE VII. OFFICERS

7.1 Designation. The officers of the Association shall be a President, Vice President, Secretary and Treasurer, all of whom shall be elected by the Board. The Board may, in its sole discretion, elect to combine the offices of Secretary and Treasurer, such that one person shall hold both offices.

7.2 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 of Directors and shall hold office at the pleasure of the Board of Directors.

7.3 Removal of Officers. Upon an affirmative vote of a majority of the Board of Directors, any officer may be removed, either with or without cause, and his successor may be elected at any regular meeting of the Board of Directors or at any special meeting of the Board called for such purpose.

7.4 President. The President shall be the chief executive officer of the Association. He shall preside at all meetings of both the Association and the Board of Directors. He shall have all 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 Owners to assist in the administration of the affairs of the Association. He shall co-sign all promissory notes and instruments of conveyance with the Secretary and co-sign all checks with the Treasurer.

7.5 Vice President. The Vice President shall perform all of the duties of the President in his absence and such other duties as may be required of him from time to time by the Board.

7.6 Secretary.

a. The Secretary shall keep the minutes of all meetings of the Board and the minutes of all meetings of the Association. He shall have charge of such books and papers as the Board may direct and shall co-sign all promissory notes and instruments of conveyance with the President; and he shall, in general, perform all the duties incident to the office of the Secretary.

b. 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.

7.7 Treasurer. The Treasurer shall receive and deposit in appropriate bank accounts all money of the Association and shall disburse such as directed by resolution of the Board; provided, however, that a resolution of the Board shall not be necessary for disbursements made in the ordinary course of business conducted within the limits of a budget adopted by the Board. The Treasurer shall also have the authority to: co-sign all checks with the President; keep proper books of account; cause an annual statement of the Association's books to be made at the completion of each fiscal year; prepare an annual budget and a statement of income and expenditures to be presented to the Membership at its regular annual meeting, and deliver a copy of each to the Members; and perform all other duties assigned to him by the Board.

ARTICLE VIII.
INDEMNIFICATION OF OFFICERS AND DIRECTORS

8.1 Indemnification. The Association shall indemnify every Director or officer, his heirs, executors and administrators, against all loss, cost and expense, including counsel fees, reasonably incurred by him in connection with any action, suit or proceeding to which he may be made a party by reason of his being or having been a Director or officer of the Association, except in matters of gross negligence or willful misconduct. In the event of a settlement, indemnification shall be provided only in connection with such matters in which the Association is advised by counsel that the person to be indemnified has not been guilty of gross negligence or willful misconduct in the performance of his duty as such Director or officer in relation to the matter involved. The foregoing rights shall not be exclusive of other rights to which such Director or officer may be entitled. All liability, loss, damage, cost and expense incurred or suffered by the Association in connection with the foregoing indemnification provision shall be treated and handled by the Association as Common Expenses (as defined in Paragraph 9.1 hereof); provided, however, nothing contained in this Article VIII. shall be deemed to obligate the Association to indemnify any Member or Owner of a Lot, who is or has been a Director or officer of the Association, with respect to any duties or obligations assumed or liabilities incurred by him as a Member or Owner of a Lot covered thereby.

ARTICLE IX.
OBLIGATIONS OF THE OWNERS

9.1 Assessments. All Owners shall be obligated to pay the assessments imposed by the Association in accordance with the Amended Declaration (the "Common Expenses"). A Member shall be deemed to be in good standing and entitled to vote at any annual or special meeting of Members, within the meaning of these Bylaws, only if all assessments made or levied against him and the Lot owned by him have been paid in full and are not past due.

9.2 Use of the Common Area. Each owner may use the Common Area in accordance with the purposes for which they were intended.

9.3 General. Each owner shall comply strictly with the provisions of the Amended Declaration.

ARTICLE X.
AMENDMENTS TO BYLAWS

10.1 Amendments. These Bylaws may be amended by the Association at a duly constituted meeting for such purpose; however, no amendment shall be effective unless approved by Owners representing at least sixty percent (60%) of the Lots. In no event shall the Bylaws be amended to conflict with the Amended Declaration. In the event of a conflict between the Amended Declaration and the Bylaws, the Amended Declaration shall control.

10.2 Repeal. These Bylaws may be repealed by the Association at a duly constituted meeting for such purpose; however, repeal of the Bylaws shall require a vote of the Owners representing at least seventy-five percent (75%) of the Lots.

ARTICLE XI.
MORTGAGES

11.1 Notice to Association. An Owner who mortgages his Lot shall notify the Association through the President of the Association giving the name and address of his Mortgagee. The Association shall maintain such information in a book entitled "Mortgages of Lots".

11.2 Notice of Unpaid Assessments. The Association shall, at the request of a Mortgagee of a Lot, report any unpaid assessments due from the Owner of such Lot.

ARTICLE XII.
NON-PROFIT ASSOCIATION

12.1 Non-Profit Purpose. This Association is not organized for profit. No Lot Owner, Member of the Board 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 a salary or as compensation to, or distributed to or inure to the benefit of any Member of the Board; provided, however, always (1) that reasonable compensation may be paid to any Member 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 of the Board 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, subject to prior approval by the Board.

ARTICLE XIII.
PRINCIPAL OFFICE

13.1 Address. The principal office of the Association shall be located at 2141 Hidden Creek Road, Fort Worth, Texas 76107, but may be located at such other suitable and convenient place as shall be permitted by law and designated by the Directors.

ARTICLE XIV.
EXECUTION OF INSTRUMENTS

14.1 Authorized Agents. The persons who shall be authorized to execute any and all instruments of conveyance or encumbrance, including promissory notes, shall be the President with the co-signature of the Secretary of the Association.

CERTIFICATE

I HEREBY CERTIFY that the foregoing is a true, complete and correct copy of the Bylaws of Starlight Ranch Homeowners Association, Inc., a Texas non-profit corporation, as adopted by the Board of Directors at its special organizational meeting on the 11 day of JUNE 2015.

By: _____

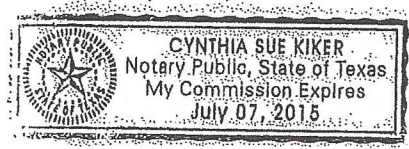
Terry Siegel, President

STATE OF TEXAS §
 §
COUNTY OF Palomoto §

Before me, the undersigned authority, on this day, personally appeared the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same as the act of the Starlight Ranch Homeowners Association, Inc. for the purpose and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this 11th day of June, 2015.

Cynthia Sue Kiker
Notary Public, State of Texas



ALTERNATIVE PAYMENT PLAN POLICY
FOR STARLIGHT RANCH HOMEOWNERS ASSOCIATION, INC.

WHEREAS, pursuant to Section 209.0062 of the Texas Property Code ("TPC"), the Board of Directors of Starlight Ranch Homeowners Association, Inc. (the "Association") is required to adopt reasonable guidelines regarding the alternative payment schedule in which an owner may make partial payments to the Association for delinquent regular or special assessments or any other amount owed to the Association.

NOW, THEREFORE, IT IS RESOLVED, in order to comply with the procedures set forth by Chapter 209 of the Texas Residential Property Owners Protection Act, that the following guidelines and procedures promulgated for the establishment of an alternate payment schedule, and the same are to be known as the "Alternate Payment Plan Policy" of the Association, hereinafter referred to as the "Policy."

1) The purpose of this Policy is to assist owners in remedying delinquencies and remaining current on the payment of amounts owed to the Association by establishing orderly procedures by which owners may make partial payments to the Association for amount owed without accruing additional penalties.

2) To be eligible for a payment plan pursuant to the Association's alternate payment plan schedule, an owner must meet the following criteria:

- a) The owner must currently be delinquent in the payment of regular assessments, special assessments, or any other amounts owed to the Association;
- b) The owner must not have defaulted on a prior payment plan within the prior two year period; and
- c) The owner must submit a signed payment plan as defined below, along with the owner's initial payment to the address designated by the Association for correspondence.

3) The Association hereby adopts the following alternate payment guidelines and makes the following payment plan schedule available to owners in order to make partial payments for delinquent amounts owed:

- a) Within thirty (30) days of the date of the initial letter that informs the owners of the availability of a payment plan, an owner must submit a signed acceptance of the payment plan schedule described below to the Association or its managing agent.

- b) The term of the payment plan or schedule is nine (9) months with an initial payment of twenty-five percent (25%) of the total amount owed and remaining monthly payments in equal installments.
- c) The owner must submit the initial installment payment under the plan contemporaneously with submission of the owner's payment plan agreement, which must be signed by the owner. The owner must make all additional monthly installment payments under the payment plan so that the payments are received by the Association no later than the fifteenth (15th) day of each month. The owner may pay it off, in full, the balance under the payment plan at any time. All payments must be received by the Association at the Association's designated mailing address. Payments may be made through auto draft bill payment, in check or certified funds, or by credit card (to the extent the Association's designated billing address is set up to receive payment by credit card).
- d) Any correspondence to the Association regarding the amount owed, the payment plan, or such similar correspondence must be sent to the address designated by the Association for correspondence. Such correspondence shall not be included with the owner's payment.
- e) Owners are responsible for remaining current on all assessments and other charges coming due during the duration of the owner's payment plan.
- f) An owner's balance owed to the Association shall not accrue late fees or other monetary penalties (except interest) while such owner is in compliance with a payment plan under the Association's alternate payment plan schedule. Owners in a payment plan are responsible for reasonable costs associated with administering the plan, and for interest at the highest rate allowed by law on the unpaid balance. The costs of administering the plan and interest shall be included in calculating the total amount owed under the payment plan and will be included in the monthly payment obligation. The costs of administering the payment plan may include a reasonable charge for preparation and creation of the plan, as well as a monthly administration fee.

4) If an owner fails to timely submit payment in full of any installment payment (which installment payment must include the principal owed, the administration fees assessed to the plan and interest charges), or fails to timely pay any amount coming due during the duration of the plan, the owner will be in default. If an Owner defaults under a payment plan, the Association may proceed with collection activity without further notice. If the Association elects to provide notice of default, the owner will be responsible for all fees and costs associated with the drafting and sending of such notice. In addition, the owner is

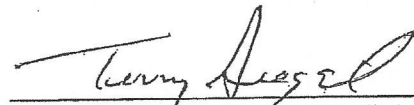
hereby on notice that he/she will be responsible for any and all costs, including attorney's fees, of any additional collection action that the Association pursues.

5) All other terms of a payment plan are at the discretion of the Board of Directors.

6) In the event, that any provision herein shall be determined by a court with jurisdiction to be invalid and unenforceable in any respect, such determination shall not affect the validity or enforceability of any other provision, and this Policy shall be enforced as if such provision did not exist. Furthermore, the purpose of this Policy is to satisfy the legal requirements imposed by Section 209,0062 of the TPC. In the event that any provision in this Policy is deemed by a court with jurisdiction to be ambiguous or in contradiction with any law, this Policy and any such provision shall be interpreted in a manner that complies with an interpretation that is consistent with the law.

IT IS FURTHER RESOLVED that this Alternative Payment Plan Policy, effective on JUNE 11th, 2015, is to remain in force and effect until revoked, modified or amended.

This is to certify that the foregoing resolution was adopted by the Board of Directors at a meeting of same on JUNE 11, 2015, and has not been modified, rescinded or revoked.



Terry Siegel, President of Starlight Ranch Homeowners Association, Inc.

Date: 6/11/2015

DOCUMENT INSPECTION AND COPYING POLICY
FOR STARLIGHT RANCH HOMEOWNERS ASSOCIATION, INC.

WHEREAS, pursuant to Section 209.005(i) of the Texas Property Code ("TPC"), the Board of Directors of Starlight Ranch Homeowners Association, Inc. (the "Association") is required to adopt a records production and copying policy that prescribes the costs the Association shall charge for the compilation and reproduction of the Association's books and records.

NOW, THEREFORE, IT IS RESOLVED, in order to comply with the procedures set forth by Chapter 209 of the Texas Residential Property Owners Protection Act, that the following procedures and practices are established for the compilation, production and reproduction of the Association's books and records, and the same are to be known as the "Document Inspection and Copying Policy" of the Association (hereinafter the "Policy").

- 1) The purpose of this Policy is to establish orderly procedures for the levying of fees and to notify Owners of the costs to be incurred associated with the compilation, production and reproduction of the Associations books and records in response to an Owner's request to inspect the Association's books and records.
- 2) The Association's books and records available for inspection and copying by Owners are those records designated by Section 209.005 of the TPC. Pursuant to Section 209.005(d) of the TPC, an attorney's files relating to the Association, excluding invoices, are not records of the Association, are not subject to inspection by Owners, or production in legal proceedings. Further, pursuant to Section 209.005(k), the Association is not required to release or allow inspection of any books and records that identify the violation history, contact information (other than the address and/or financial information of an individual Owner) absent the express written approval of the Owner whose information is the subject of the request or a court order requiring disclosure of such information.
- 3) Association records shall be reasonably available to every Owner. An Owner may also provide access to records to any other person (such as an attorney) they designate in writing as their proxy for this purpose. To ensure a written proxy is actually from the Owner, the Owner must include a copy of his/her photo ID or have the proxy notarized.
- 4) An Owner, or their proxy as described in the foregoing section, must submit a written request for access to or copies of the records. The letter must:
 - a) be sent by certified mail to the Association's address as reflected in the most recent Management Certificate filed in the Johnson County, Texas public records;
 - b) contain sufficient detail to identify the specific records being requested; and

- c) indicate whether the Owner or proxy would like to inspect the records before possibly obtaining copies or if the specified records should be forwarded. If forwarded, the letter must indicate the format (i.e. electronic files, compact disk, or paper), delivery method (i.e. email, certified mail, or pick-up) and address.

5) Within ten (10) business days of receipt of the request specified above, the Association shall provide:

- a) the requested records, if copies were requested and any required advance payment had been made; or
- b) a written notice that the records are available and offer dates and times when the records may be inspected by the Owner or their proxy during normal business hours at the office of the association; or
- c) a written notice that the requested records are available for delivery once a payment of the cost to produce the records is made and stating the cost thereof; or
- d) a written notice that a request for delivery does not contain sufficient information to specify the records desired, the format, the delivery method and the delivery address; or
- e) a written notice that the requested records cannot be produced within ten (10) business days but will be available within fifteen (15) additional business days from the date of the notice and payment of the cost to produce the records is made stating the cost thereof.

6) Association records may be maintained in paper or electronic format. If a request is made to inspect records and certain records are maintained in electronic format, the Owner or their proxy shall be given access to equipment to view the electronic records. The Association shall not be required to transfer such electronic records to paper format unless the Owner or his/her proxy agrees to pay the cost of producing such copies.

7) If an Owner or his/her proxy inspecting records requests copies of certain records during the inspection, the Association shall promptly provide such records as soon as possible, but not later than ten (10) business days after the inspection or payment of costs, whichever is later.

8) The Owner is responsible for all costs associated with a request under this Policy, including, but not limited to, copies postage, supplies, labor, overhead and third-party fees (such as archive document retrieval fees from offsite storage locations) as listed below:

- a) black and white 8½" x 11" single sided copies: \$0.10 each

- b) black and white 8½" x 11" double sided copies: \$0.20 each
- c) color 8½" x 11" single sided copies: \$0.50 each
- d) color 8½" x 11" double sided copies: \$1.00 each
- e) PDF images of documents: \$0.10 each
- f) compact disc: \$1.00 each
- g) labor and overhead: \$18.00 per hour
- h) mailing supplies: \$1.00 per mailing
- i) postage: at cost
- j) other supplies: at cost
- k) third-party fees: at cost

9) Any costs associated with a records request must be paid in advance of delivery by the Owner or his/her proxy. An Owner who makes a request for records and subsequently declines to accept delivery shall be liable for payment of all costs under this Policy.


10) On a case-by-case basis, in the absolute discretion of the Association, and with concurrence of the Owner, the Association may agree to invoice the cost of the records request to the Owner's account. Owner agrees to pay the total amount invoiced within thirty (30) days after the date a statement is mailed to the Owner.

11) On a case-by-case basis when an Owner's request for records is deemed to be minimal, the Association or its managing agent reserves the right to waive notice under section 4 and/or fees under section 8 herein.

12) The definitions contained in the governing documents are hereby incorporated herein by reference.

IT IS FURTHER RESOLVED that this Document Inspection and Copying Policy is effective on JUNE 11th, 2015, to remain in force and effect until revoked, modified or amended.

This is to certify that the foregoing resolution was adopted by the Board of Directors at a meeting of same on JUNE 11th, 2015, and has not been modified, rescinded or revoked.


Terry Siegel, President of Starlight Ranch Homeowners Association, Inc.

Date: 6/11/2015

DOCUMENT RETENTION POLICY
FOR STARLIGHT RANCH HOMEOWNERS ASSOCIATION, INC.

WHEREAS, pursuant to Section 209.005(m) of the Texas Property Code ("TPC"), the Board of Directors of Starlight Ranch Homeowners Association, Inc. (the "Association") is required to adopt a document retention policy for the Association's books and records.

NOW, THEREFORE, IT IS RESOLVED, in order to comply with the procedures set forth by Chapter 209 of the Texas Residential Property Owners Protection Act, that the following procedures and practices are established for the compilation, production and reproduction of the Association's books and records, and the same are to be known as the "Document Retention Policy" of the Association (hereinafter the "Policy").

1) The purpose of this Policy is to ensure that the necessary records and documents of the Association are adequately protected and maintained.


2) The Association is responsible for the administration of this Policy and the implementation of processes and procedures to ensure that the Records Retention Schedule ("Schedule"), attached hereto as Exhibit "A," is followed. The Board of Directors is authorized to make modifications to the Schedule from time to time to ensure that it is in compliance with local, state and federal laws and that the schedule includes the appropriate document and records categories for the Association.

3) In the event the Association is served with any subpoena or request for documents or the Association becomes aware of a governmental investigation or audit concerning the Association or the commencement of any litigation against or concerning the Association, all documents relating or pertaining to such investigation, claim or litigation shall be retained indefinitely, and any further disposal of documents shall be suspended and shall not be reinstated until conclusion of the investigation or lawsuit, or until such time as the Board of Directors, with the advice of legal counsel, determines otherwise.

4) This Policy applies to all physical records generated in the course of the Association's operation, including both original documents and reproductions. It also applies to electronic copies of documents. Any electronic files that fall under the scope of one of the document types on the Schedule will be maintained for the appropriate amount of time. Documents that are not listed in the Schedule, but are substantially similar to those listed in the Schedule, should be retained for the same length of time.

IT IS FURTHER RESOLVED that this Document Retention Policy is effective on JUNE 11, 2015, to remain in force and effect until revoked, modified or amended.

This is to certify that the foregoing resolution was adopted by the Board of Directors at a meeting of same on JUNE 11, 2015, and has not been modified, rescinded or revoked.


Terry Siegel, President of Starlight Ranch
Homeowners Association, Inc.

Date: 6/11/2015

EXHIBIT "A"
RECORDS RETENTION SCHEDULE

A. Governing Documents

Permanently

All copies of governing documents including, but not permanently limited to, the Declaration of Covenants, Conditions, and Restrictions for Starlight Ranch, the Bylaws of Starlight Ranch Homeowners Association, Inc., the Certificate of Formation, any design guidelines, rules, regulations or resolutions of the Board of Directors, and any amendments and supplements thereto.

B. Financial Records

7 years

Financial records, including each year's budget, tax returns, audits of the Association's financial books and records, copies of all bills paid by the Association or to be paid, the Association's checkbooks and check registers.

C. Records of Owners' Accounts

5 years

Owners' account records, including assessment account ledgers, architectural review records, violation records, records of fines and any disputes from an owner.

D. Contracts

**4 years after expiration
or termination**

Copies of the final, executed contracts with a term of one (1) year or more entered into by the Association (and any related correspondence, including any proposal that resulted in the contract and all other supportive documentation)

E. Meeting Minutes

7 years

Minutes of annual and special meetings of the members, minutes of board meetings, and minutes of committee meetings, if any.

JUN 15 2015

Becky Ivey
County Clerk, Johnson County Texas
BY DEPUTY

PROPERTY OWNERS' ASSOCIATION MANAGEMENT CERTIFICATE
FOR STARLIGHT RANCH HOMEOWNERS ASSOCIATION, INC.

Pursuant to the provisions of Section 209.004 of the Texas Property Code, Starlight Ranch Homeowners Association, Inc. hereby records this Property Owners Association Management Certificate.

- (1) Name of the Subdivision: Starlight Ranch, Phase One
- (2) Name of the Association: Starlight Ranch Homeowners Association, Inc.
- (3) Recording Data for the Subdivision: Plat D-215, Volume 10, Page 759, Plat Records, Johnson County, Texas.
- (4) Recording Data for the Declaration: Declaration of Covenants, Conditions, and Restrictions for Starlight Ranch, recorded on May 6, 2015, in the Real Property Records of Johnson County, Texas as Document Number 2015-9302.

Amended and Restated Declaration of Covenants, Conditions and Restrictions for Starlight Ranch, filed in the Real Property Records of Johnson County, Texas on or about June 8, 2015, as Document Number 2015-12216
- (5) Mailing Address of the Association: 2124 Hidden Creek Road
Fort Worth, Texas 76107
- (6) Name & Address of Entity or Person Managing the Association: Jeff Siegel
450 Flora Road
Aledo, Texas 76008

**COPY NOT COMPARED
TO ORIGINAL**

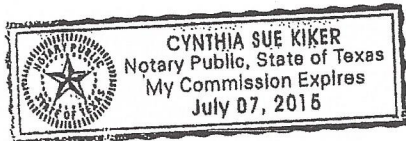
Signed this 11th day of JUNE 2015.

Starlight Ranch Homeowners Association,
Inc., a Texas non-profit corporation

By: *Terry Siegel*
Terry Siegel, President

STATE OF TEXAS §
 §
COUNTY OF Palo Pinto §

This instrument was acknowledged before me on the 11th day of June, 2015, by Terry Siegel, President of Starlight Ranch Homeowners Association, Inc., a Texas non-profit corporation, on behalf of said corporation.



Cynthia Sue Kiker
Notary Public, State of Texas

July 07, 2015
My Commission Expires

AFTER RECORDING, RETURN TO:

Bryan D. Bruner
Bruner & Pappas, LLP
3700 W. 7th Street
Fort Worth, Texas 76107