

AFTER RECORDING, PLEASE RETURN TO:

**Judd A. Austin, Jr.
Henry Oddo Austin & Fletcher, P.C.
1717 Main Street
Suite 4600
Dallas, Texas 75201**

**TWENTY-FIFTH SUPPLEMENTAL CERTIFICATE AND
MEMORANDUM OF RECORDING OF DEDICATORY
INSTRUMENTS
FOR
HACKBERRY CREEK HOME OWNERS ASSOCIATION**

STATE OF TEXAS §
 §
COUNTY OF DALLAS §

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

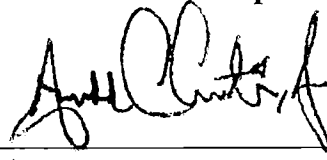
- ***Bylaws of Hackberry Creek Home Owners Association (Amended 2023) (Exhibit A).***

All persons or entities holding an interest in and to any portion of property described on Exhibit B attached hereto are subject to the foregoing dedicatory instrument. The attached dedicatory instrument replaces and supersedes previously recorded dedicatory instruments addressing the same subject matter and shall remain in force and effect until revoked, modified or amended by the Board of Directors.

IN WITNESS WHEREOF, Hackberry Creek Home Owners Association has caused this Twenty-Fifth Supplemental Certificate and Memorandum of Recording of Dedicatory Instruments to be filed with the office of the Dallas County Clerk, and except as herein provided, serves to supplement those certain dedicatory instruments recorded in the Official Public Records of Dallas County, Texas, to wit: (i) in Volume 99252, Page 06422; (ii) in Volume 2001041, Page 05547; (iii) in Volume 2003142, Page 4105; (iv) as Instrument No. 200600396768; (v) as Instrument No. 20070382552; (vi) as Instrument No. 20080228698; (vii) as Instrument No. 201100340418; (viii) as Instrument No. 201300365115; (ix) as Instrument No. 201500251699; (x) as Instrument No. 201600222036; (xi) as Instrument No. 201700209128; (xii) as Instrument No. 202000064717; (xiii) as Instrument No. 202000086872; (xiv) as Instrument No. 2020-202000223431; (xv) as Instrument No. 2021-202100349456; (xvi) as Instrument No 2021-202100382072; (xvii) as Instrument No. 2022-202200215901; (xviii) as Instrument No. 2022-202200218500; (xix) as Instrument No. 2022-202200230611; (xx) as Instrument No. 2022-202200234644; (xxi) as Instrument No. 2022-202200315498; (xxii) as Instrument No. 2023-202300014934; (xxiii) as Instrument No. 2023-202300016873; (xxiv) as Instrument No. 2023-202300063325; and (xxv) as Instrument 2023-202300146477. The attached dedicatory instrument serves to replace Exhibit B attached to the instrument recorded in Volume 99252, Page 06422 of the Official Public Records of Dallas County, Texas, and Exhibit A attached to that certain instrument filed as Instrument No. 2022-202200215901 in the Official Public Records of Dallas County, Texas.

[SIGNATURE TO FOLLOW]

**HACKBERRY CREEK HOME OWNERS ASSOCIATION,
a Texas Non-Profit Corporation**

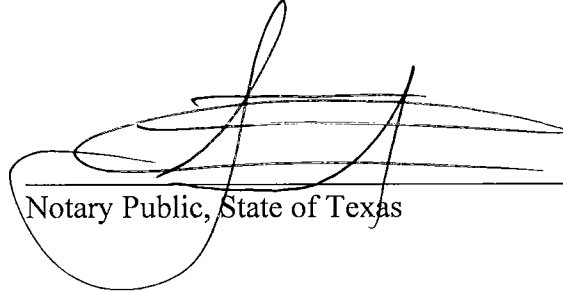
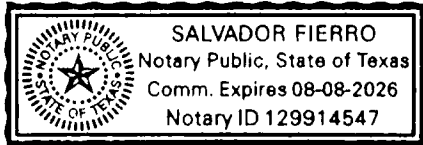


By: _____
Its: Attorney

STATE OF TEXAS §
 §
COUNTY OF DALLAS §

BEFORE ME, the undersigned Notary Public, on this day personally appeared Judd A. Austin, Jr., attorney for Hackberry Creek Home Owners Association, known to me to be the person whose name is subscribed on the foregoing instrument and acknowledged to me that he executed the same for the purposes therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND AFFIRMED SEAL OF OFFICE on this 28th day of August, 2023.



Notary Public, State of Texas

Exhibit A

**BYLAWS OF HACKBERRY CREEK HOMEOWNERS ASSOCIATION
AMENDED 2023**

**ARTICLE I
OFFICES**

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

1.02 Other Offices. The Association may also have offices at such other places within the Dallas/Fort Worth Metropolitan area as the Board of Directors may from time to time determine or the business of the Association may require.

**ARTICLE II
MEMBERSHIP AND VOTING RIGHTS**

2.01 Membership and Voting Rights. Membership and voting rights in the Association shall be determined in accordance with the terms and provisions of Article III of that certain Declaration (as now or hereafter modified, amended and supplemented hereinafter referred to as the "Declaration") recorded as Instrument No. 2023-202300063324 in the Official Public Records of Dallas County, Texas, the Declaration being incorporated herein by this reference.

2.02 Jointly Held Ownership Interest. If a jointly held ownership interest is voted by more than one person, the act of a majority of the persons voting binds all of the record owners or persons having the right to vote the interest. If a jointly held ownership interest is voted by more than one person, and the votes of the persons are evenly split on any particular matter, each faction may vote the interest proportionately.

2.03 Cumulative Voting. No cumulative voting shall be allowed at any meeting of the Members of the Association.

2.04 Association. The Association shall not be a voting Member by virtue of its ownership of the Common Properties, any Lot or other portion of the Properties.

**ARTICLE III
MEETING OF MEMBERS**

3.01 Annual Meeting. An annual meeting of the Members shall be held on the third Wednesday in the month of October in each year at the hour of 7:00 o'clock, PM., for the purpose of electing directors and for the transaction of such other business as may come before the meeting. If the day fixed for the annual meeting shall be a legal holiday in the State of Texas, such meeting shall be held on the next succeeding business day. 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 of Directors of the Association (the "Board") shall cause the election to be held at a special meeting of the Members as soon thereafter as conveniently may be.

3.02 Special Meeting. Special meetings of the Members may be called by the President, by a majority vote of the Board or by Members having not less than one-tenth (1/10) of the votes entitled to be cast at such meeting.

3.03 Place of Meeting and Meetings Held By Remote Communication Technology. The Board shall designate a location within the proper boundaries of Las Colinas as the place of meeting of the annual meeting or for any special meeting. The Board may also determine to hold any annual or special meeting via remote communications technology so long as such technology permits each person participating in the meeting to communicate with all other persons participating in the meeting.

3.04 Notice of Meetings. Written or printed notice stating the place, day and hour of any meeting of Members shall be delivered, either personally, by mail or electronic mail, to each Member entitled to vote at such meeting, not less than ten nor more than fifty days before the date of such meeting, by or at the direction of the President or the Secretary, or the officers or person calling the meeting. In case of a special meeting or when required by statute or by these bylaws, the purpose or purposes for which the meeting is called shall be stated in the notice. If mailed, the notice of a meeting shall be deemed to be delivered when deposited in the United States mail addressed to the Member at his address as it appears on the records of the Association, with postage thereon prepaid. If transmitted by electronic mail, notice is considered to be given when the electronic mail is transmitted to an electronic mail address provided by the Member. Members are responsible for registering current electronic mail addresses with the Association.

3.05 Informal Action by Members. Any action required by law to be taken at a meeting of the Members, or any action which may be taken at a meeting of Members, may be taken without a meeting if a consent, provided via electronic ballot or by absentee ballot, setting forth the action so taken, shall be provided by all of the Members entitled to vote with respect to the subject matter thereof.

3.06 Quorum. The presence of holders of a majority of the eligible votes, including proxies, electronic ballots or absentee ballots, shall constitute a quorum at all meetings of the Members. When a quorum is present, a majority of the eligible votes (including proxies) at such meeting (i.e. a majority of the quorum) will control, unless a different vote is otherwise required by applicable law or recorded covenants. Electronic ballots and absentee ballots may be counted as a Member present and voting for the purpose of establishing a quorum only for items appearing on the ballot. The Members present at such a meeting may continue to transact business until adjournment, notwithstanding the withdrawal of enough Members to leave less than a quorum.

3.07 Adjournment of Meetings. If any meeting of the Association cannot be held because a quorum is not present, the holders of a majority of the votes present at such meeting, either in person or by proxy, may adjourn the meeting to a time not less than five (5) nor

more than thirty (30) days from the time the original meeting was called. At such an adjourned meeting at which a quorum is present, any business which might have been conducted at the meeting originally called may be transacted. If a time and place for the adjourned meeting is not fixed by those in attendance at the original meeting, notice of the time and place of the adjourned meeting shall be given to Members in the manner prescribed for regular meetings.

3.08 Voting. At all meetings of Members, each Member may vote in person, by absentee ballot or, if allowed by the Board, by electronic ballot. All absentee ballots and/or electronic ballots, if allowed by the Board, shall be filed with the voting tabulator before the appointed time of the meeting.

3.09 Annual Meeting Voting. For voting in the annual meeting of the Members, the Secretary shall cause to be mailed blank absentee ballots, and if allowed by the Board, electronic ballots, to all Members not less than thirty-five days before each annual meeting. The form of the annual meeting ballot shall be such that it shall show the date of the annual meeting for which the vote is being solicited. The annual meeting ballot shall also contain a listing of the names of all candidates for director who have notified the Secretary of their desire to be a candidate for director at least forty-five (45) days prior to the annual meeting.

ARTICLE IV **DIRECTORS**

4.01 General Powers. The affairs of the Association shall be managed by the Board. The Board shall have all powers and duties necessary or appropriate for the administration of the affairs of the Association and the accomplishment of the goals and purposes of the Association. Directors shall be Members of the Association. Only one (1) director elected to the Board may reside and live outside of Hackberry Creek Village. All other directors shall reside in Hackberry Creek during the entire term of their office. No more than one (1) Member/Owner from any single Lot or Parcel shall be eligible to be a director.

4.02 (a) Number, Tenure and Qualifications. A director must be a Member of the Association. The number of directors shall be seven (7). All directors shall serve a term of two (2) years. If in any election of directors, there are more candidates for director than there are offices available, the two (2) persons not elected who received the most votes for director shall be named alternate directors and shall serve for a term of one (1) year. Alternate directors shall have all the duties and privileges of regular directors except that they shall not have the right to vote as a director.

4.02 (b) Nominations. Nominations for candidates for director shall be solicited from the membership at least seventy-five (75) days prior to each scheduled annual meeting of the Members. Notice for the solicitation of candidates shall be placed in a conspicuous manner reasonably designed to provide notice to Members on the Association's website and shall be sent via electronic mail to each Owner who has registered an electronic mail address with the

Association. Any Member may self-nominate to be a candidate by notifying the Secretary in writing of one's desire to be a candidate at least forty-five (45) days prior to the annual meeting. Nominations may also be received from the floor during the annual meeting of the Members. There shall be no limit to the number of candidates who may be included on the ballot for director. A list of the names of all candidates for director who have notified the Secretary of their desire to be a candidate at least forty-five (45) days prior to the annual meeting shall be provided to the Members.

4.03 Regular Meetings. A regular annual meeting of the Board shall be held without notice to directors other than this Section 4.03 immediately after, and at the same place as, the annual meeting of Members. At their regular annual meeting, the Board shall elect officers and provide by resolution the time and place for the holding of regular monthly meetings of the Board and shall publish such meeting schedule within thirty (30) days after the annual meeting in the Association newsletter.

4.04 Special Meetings. Special meetings of the Board shall be called by or at the request of the President or a majority of the Board. Notice of special meetings shall be sent to the directors no less than seventy-two (72) hours prior to the meeting via electronic mail. The business to be transacted at, and the purpose of, any special meeting of the Board must be specified in the notice or waiver of notice of such meeting. The person or persons authorized to call special meetings of the Board may fix any place within the proper boundaries of Las Colinas, as the place for holding any special meeting of the Board called by them.

4.05 Notice. Notice of any regular meeting of the Board shall be given to Members no less than one hundred forty-four (144) hours before the commencement of the meeting. Notice of a special meeting of the Board shall be given to Members no less than seventy-two (72) hours prior to the commencement of the meeting. Members shall be given notice of the date, hour, place, and general subject of a regular or special Board meeting, including a general description of any matter to be brought up for deliberation in executive session. Notice of any regular or special meeting of the Board shall be given to Members by: (i) posting the notice in a conspicuous manner reasonably designed to provide notice to Members on the Association's website, and (ii) sending the notice by electronic mail to each Member who has registered an electronic mail address with the Association. Any director may waive notice of any meeting. The attendance of a director at any meeting shall constitute a waiver of notice of such meeting except where a director attends a meeting for the express purpose of objecting to the transaction of any business because the meeting is not lawfully convened or called.

4.06 Quorum. A majority of the Board (excluding alternate directors) shall constitute a quorum for the transaction of business at any meeting of the Board; but if less than a majority of the directors are present at any meeting, a majority of the directors present may adjourn the

meeting from time to time without further notice. A director present by proxy at a meeting may not be counted toward a quorum.

4.07 Manner of Acting. A director may only vote in person or via virtual attendance at a meeting of the Board. The act of a majority of the directors present at a duly convened meeting shall be the act of the Board, unless the act of a greater number is required by law or by these bylaws.

4.08 Vacancies. Any vacancy occurring on the Board shall be filled at the next regularly scheduled meeting of the Board from among the alternate directors in the order of their finish in the election of directors. If no alternate directors are available, the vacancy shall be filled from the Members by a majority vote of all remaining directors. Any such successor shall serve for the unexpired term of his/her predecessor.

4.09 Compensation. Directors as such shall not receive any stated salaries for their services. No director shall serve the Association in any other capacity and receive compensation therefor.

4.10 Informal Action by Directors. Any action required by law to be taken at a meeting of directors, or any action which may be taken at a meeting of directors, may be taken without a meeting if a consent in writing setting forth the action so taken shall be approved by a majority vote of all of the directors, either by signing a written consent approving the proposed action and delivering same to the community manager by hand-delivery, facsimile or other form of electronic communication, or forwarding an electronic mail to the community manager approving the proposed action; provided, however, the following items cannot be voted on by the directors unless at a meeting of the directors for which prior notice was given to the Members as required by statute or otherwise:

- (a) fines;
- (b) damage assessments;
- (c) initiation of foreclosure actions;
- (d) initiation of enforcement actions, excluding temporary restraining orders or violations involving a threat to health or safety;
- (e) increases in assessments;
- (f) levying of special assessments;
- (g) appeals from a denial of architectural control approval;
- (h) a suspension of a right of a particular Owner before the Owner has an opportunity to attend a board meeting to present the Owner's position, including any defense, on the issue;
- (i) lending or borrowing money;
- (j) the adoption or amendment of a dedicatory instrument (the Declaration, Bylaws or Village Rules);
- (k) the approval of an annual budget or the approval of an amendment of an annual

- budget;
- (l) the sale or purchase of real property;
- (m) the filling of a vacancy on the board;
- (n) the construction of capital improvements other than the repair, replacement, or enhancement of existing capital improvements;
- (o) the election of an officer;
- (p) the adoption of Village safety or security measures; or
- (q) items addressing the relationship or contract with Hackberry Creek Country Club.

4.11 Interested Parties. Each director shall exercise his powers and duties in good faith and with a view to the interests of the Association. No contract or other transaction between the Association and any of the directors, or between the Association or any corporation, firm, or association in which any director of the Association is pecuniarily or otherwise interested, is either void or voidable, if (i) the Association has received at least two (2) other bids for the contract from parties not associated or affiliated with the interested director, if reasonably available: (ii) the interested director: (1) is not given access to the other bids; (2) does not participate in any Board discussion regarding the contract; and (3) does not vote on the award of the contract; (iv) the material facts regarding the relationship or interest with respect to the proposed contract are disclosed to or known by the Board and the Board, in good faith and with ordinary care, authorizes the contract by an affirmative vote of the majority of the Board members who do not have an interest in the contract or transaction; and (v) the Board certifies that all requirements of this Section 4.11 have been satisfied by a resolution approved by an affirmative vote of the majority of the Board members who do not have an interest in the contract or transaction. is commercially reasonable to the Association at the time it is authorized, ratified, approved or executed. However, although an interested director may participate in the discussion of the contract or other transaction, he may not participate in the vote of directors involving the contract of transaction. With respect to contracts or transactions involving an interested director, the alternate director who received the greatest number of votes for director in the most recent election of directors, and who is present at the meeting of the Board considering the contract or transaction, shall be empowered to vote on the contract or transaction in place of the interested director.

4.12 Oath of Office. Each director, whether elected, appointed, or selected to fill a vacancy, and before such director enters upon the duties of their office, shall take the following oath to be administered by the Secretary of the Association:

"I, (the director to state his or her name), as a duly elected director of the Hackberry Creek Homeowners Association, hereby swear and affirm that I will uphold the Bylaws and Declarations of the Hackberry Creek Homeowners Association, and otherwise exercise my powers and duties as a director of such Association, in accordance with the best interests of the Members of the Association."

4.13 Removal of Directors. At any regular or special meeting of the Association, any one or more of the directors may be removed, with or without cause, by a vote of the holders of a majority

of the eligible votes being cast in person or by virtual participation. A director whose removal has been proposed by the Members shall be given at least five (5) days notice of the calling of the meeting and the purpose thereof and shall be given a reasonable opportunity to be heard at the meeting or to communicate his/her position. Additionally, any director who has three (3) consecutive absences from regular or special Board meetings or who is delinquent in the payment of an assessment for more than sixty (60) days may be removed by a majority vote of the remaining directors at a regular or special Board meeting. A director shall be considered absent if he/she is not present for at least seventy-five (75) percent of the time that a regular or special meeting is in session.

4.14 Electronic Attendance & Voting. Any regular or special meeting of the Board may be held by means of a remote electronic communications system, including videoconferencing technology or electronic means, if

1. each person entitled to participate in the meeting consents to the meeting being held by means of that system; and
2. the system provides access to the meeting in a manner or using a method by which each person participating in the meeting can communicate concurrently with each other participant.

ARTICLE V **OFFICERS**

5.01 Officers. The officers of the Association shall be President, Vice President, Secretary and Treasurer. No two offices may be held by the same person. All officers must be directors of the Association.

5.02 Election and Term of Office. The officers of the Association shall be elected annually by the Board at its regular annual meeting. If the election of officers shall not be held at such meeting, such election shall be held as soon thereafter as convenient. Each officer shall hold office until his successor shall have been duly elected and taken the oath.

5.03 Removal. Any officer elected or appointed may be removed for good cause by a majority vote of all the remaining members of the Board, whenever in its judgment, the best interests of the Association would be served thereby.

5.04 Vacancies. A vacancy in any office because of death, resignation, removal, disqualification or otherwise, may be filled by a majority vote of the Board for the unexpired portion of the term.

5.05 President. The President shall be the principal executive officer of the Association and shall in general supervise and control all of the business and affairs of the Association. The President shall preside at all meetings of the Members and of the Board. The President shall

sign, with the Secretary or any other proper officer of the Association authorized by the Board, any deeds, mortgages, bonds, contracts or other instruments which the Board has authorized to be executed, and in general the President shall perform all duties incident to the office of President and such other duties as may be prescribed by the Board from time to time.

5.06 Vice President. In the absence of the President or in the event of the President's inability or refusal to act, the Vice President shall perform the duties of the President, and when so acting shall have all the powers of and be subject to all the restrictions upon the President. The Vice President shall perform such other duties as from time to time may be assigned to the Vice President by the President or by the Board.

5.07 Treasurer. The Treasurer shall have charge and custody of and be responsible for all funds and securities of the Association; receive and give receipts for moneys due and payable to the Association from any source whatsoever, and deposit all such moneys in the name of the Association in such banks, trust companies or other depositories as shall be selected by the Board; and in general perform all the duties incident to the office of Treasurer and such other duties as from time to time may be assigned to the Treasurer by the President or by the Board. The Treasurer shall give a bond for the faithful discharge of the Treasurer's duties, in such sum and with such surety or sureties as the Board shall determine before the Treasurer enters upon the duties of the office but no later than ten (10) business days after being elected to the office. The Association shall pay the costs of the bond.

5.08 Secretary. The Secretary shall keep the minutes of the meeting of the Members and of the Board in one or more books provided for that purpose or in electronic format; see that all notices are duly given in accordance with the provisions of these bylaws or as required by law; be custodian of the Association records and of the seal of the Association and see that the seal of the Association is affixed to all documents, the execution of which on behalf of the Association under its seal is duly authorized in accordance with the provisions of these bylaws; keep a register of the post office address of each Member which shall be furnished to the Secretary by such Member; and in general perform all duties incident to the office of Secretary and such other duties as from time to time may be assigned to the Secretary by the President or by the Board.

ARTICLE VI **COMMITTEES**

6.01 Committees. The Association shall have the following permanent committees: Finance, Communications and Security. The Board, by resolution adopted by a majority of all directors, may authorize additional committees. All additional committees shall be authorized for a period of one year and shall terminate at the end of that period unless the committee is re-authorized by a resolution adopted by a majority of all directors. Each

committee shall prepare a charter outlining the authority and responsibilities of the committee for Board approval. Any charter for any committee existing at the time of the annual meeting held pursuant to section 3.01 herein shall be reviewed and approved by the Board within sixty (60) days of that meeting. Changes in the charter of any committee may be made at any time by submitting such proposed changes to the Board for approval. Only Members of the Association in good standing may serve on a committee. All Members in good standing with the Association who request to serve on a committee are automatically appointed to that committee. Members may not be appointed to more than three different committees at any one time. An individual Member's committee voting privileges will be granted upon the Member's attendance at a second committee meeting within the current term unless otherwise granted by a simple majority vote of that particular committee.

6.02 Terms of Office. Each member of a committee shall continue as a member until the committee terminates, unless such member resigns from the committee, is removed from such committee, or unless such member shall cease to qualify as a member thereof. The Chairman of each committee shall have the authority to remove any member who is absent from three consecutive regularly scheduled meetings of the committee. A committee member shall be considered absent if the committee member is not present for at least seventy-five (75) percent of the time that a regular or special meeting is in session.

6.03 Chairperson. The President shall appoint the Chairperson of each committee with the consent of a majority of the Board. The members of each committee shall elect a Committee Secretary. Each officer shall hold office until a successor shall have been duly appointed or elected.

6.04 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.

6.05 Quorum. A majority of the whole committee shall constitute a quorum. A quorum must be present for a committee to vote on final recommendations to the Board. However, a quorum is not necessary in order for the committee to meet and conduct other business matters but the minutes of the meeting shall note when the meeting was held, what business was transacted without a quorum, and the exact number and names of those who were present.

6.06 Rules. Each committee may adopt rules for its own government not inconsistent with these bylaws or with rules adopted by the Board. The Committee Secretary shall prepare minutes of each committee meeting and deliver an electronic copy of those minutes to the directors within two weeks of each committee meeting. If any previously delivered minutes are corrected or revised by committee members, the corrected or revised minutes shall be electronically delivered to the directors within two days of such corrections or revisions being approved by the committee members. Each committee member shall be required to

sign and abide by any Code of Conduct for Committee Members as adopted by the Board. Any committee member who violates the Code of Conduct shall be subject to removal from the committee for a period of up to twelve months by a majority vote of the directors present at any regular or special meeting of the Board.

6.07 Board Liaison. The Board shall assign one of its members to act as a Board liaison with each committee. The Board liaison shall be an ex officio member of the committee with the full rights and responsibilities of a committee member except that he shall not serve as Chairman or Secretary of the Committee. It shall be the responsibility of the Board liaison member to report the activities of the committee to the Board during regular Board meetings.

6.08 Committee Projects and Reports. Within 60 days after the annual meeting of the Members, the Board shall identify specific issues and projects and ask the appropriate committees to work on these issues and projects. Committees are encouraged to propose other issues and projects within their charter to the Board for consideration.

ARTICLE VII **INDEMNIFICATION**

7.01 Indemnification. The directors, officers, agents and employees of the Association and any former officer, director, agent or employee of the Association (collectively, the "Indemnified Person(s)") shall not be liable to the Association for any mistake in judgment (except for breach of fiduciary duty or intentional misconduct) or negligence in the performance of their duties. The Association shall indemnify any Indemnified Person who was or is a party, or is threatened to be made a party, to any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative (whether or not by or in the right of the Association) by reason of the fact that such Indemnified Person is or was a director, officer, agent or employee of the Association, against expenses (including, but not limited to, attorney's fees and costs of the proceeding), judgments, fines and amounts paid in settlement actually and reasonably incurred by the Indemnified Person in connection with or in defense of such action, suit or proceeding if such Indemnified Person acted in good faith and in a manner which such Indemnified Person reasonably believed to be in or not opposed to the best interests of the Association; provided, that with respect to: (1) any criminal action or proceeding, such Indemnified Person had no reasonable cause to believe that the Indemnified Person's conduct was unlawful; or (2) any civil claim, issue or matter, such Indemnified Person was not guilty of gross negligence or willful misconduct in the performance of the Indemnified Person's duties to the Association. Termination of any action, suit or proceeding by judgment, order, settlement or conviction, or upon a plea of nolo or its equivalent, shall not, of itself, create a presumption that such Indemnified Person had reasonable cause to believe that the Indemnified Person's conduct was unlawful, that such Indemnified Person did not act in good faith or in a manner which the Indemnified Person reasonably believed to be in or not opposed to the best interests of the Association, or that such Indemnified Person was guilty of gross negligence or willful misconduct

in the performance of the Indemnified Person's duties to the Association, all such matters being determined solely and exclusively by the Board for the purpose of indemnification as herein provided.

Indemnification under the preceding paragraph shall be made by the Association only as authorized in each specific case upon the determination that indemnification of such Indemnified Person is proper in the circumstances because the applicable standards of conduct have been met as set forth herein. Such determination shall be made by the Board by a majority vote of directors who were not parties to such action, suit or proceeding whether or not a quorum. Indemnification so determined may be paid, in part, before the termination of such action, suit or proceeding upon the receipt by the Association of an undertaking by or on behalf of the Indemnified Person claiming such indemnification to repay all sums so advanced if it is subsequently determined that the Indemnified Person is not entitled thereto as provided in this Article VII.

To the extent that any such Indemnified Person has been successful on the merits or otherwise in the defense of any action, suit or proceeding, whether civil or criminal, such Indemnified Person shall be indemnified against expenses (including costs and attorney's fees) actually and reasonably incurred by him in connection therewith.

The indemnification provided herein shall be exclusive of any and all other rights and claims to which those Indemnified Persons may be entitled as against the Association. Any request for payment by an Indemnified Person hereunder shall be deemed a waiver of all such other rights, claims or demands of the Indemnified Person as against the Association. The indemnification provided herein shall inure to the benefit of the heirs, executors, administrators and successors of any Indemnified Person under the provisions of this Article VII.

The Association shall purchase and maintain insurance on behalf of the Indemnified Persons against any liability asserted against and incurred by the Indemnified Person, in any such capacity, or arising out of the Indemnified Person's status as such, whether or not the Association would have the power to indemnify the Indemnified Person against such liability under the provisions of this Article VII.

7.02 Other. The Board and the officers and agents of the Association shall enter into contracts or other commitments as agents for the Association, and they shall have no personal liability for any such contract or commitment. The Association shall indemnify and hold them harmless from and against any and all liability to others on account of such contracts or other commitments, provided, that with respect to: (1) any criminal action or proceeding, such person had no reasonable cause to believe his/her/their conduct was unlawful; or (2) any civil claim, issue or matter, such person was not guilty of breach of fiduciary duty or willful misconduct. All terms and provisions of Section 7.01 shall apply to this Section 7.02 as if set forth herein at length.

7.03 Notice of Claim. The directors, officers, agents, and employees of the Association shall,

within ten (10) days of receiving notification of any threatened action, claim, lawsuit, or proceeding, inform the attorney for the Association in writing of such threatened action, claim, lawsuit, or proceeding. If the failure to provide notice prejudices the defense of the threatened action, claim, suit, or proceeding, indemnification may be denied by the Board by a majority vote of directors who were not parties to the threatened action, claim, suit, or proceeding.

ARTICLE VIII **GENERAL PROVISIONS**

8.01 Books and Records. The Association shall keep correct and complete books and records of account and shall also keep minutes of the proceedings of its Members, the Board and committees having any of the authority of the Board. Members shall have the right to inspect and make copies of the Association's books and records in accordance with the current Resolution of the Board Governing the Inspection of Books and Records, An electronic copy of the names and addresses of all Members shall be made available to any Member for the exclusive purpose of contacting other Members regarding Association affairs. Prior to receiving such a list, the requesting Member must set forth the purpose for which the list is requested and must agree in writing that absolutely no commercial use will be made of the list.

8.02 Checks and Notes. All checks or demands for money and notes of the Association shall be signed by such officer or officers or such other person or persons as the Board may from time to time designate.

8.03 Fiscal Year. The fiscal year of the Association shall be fixed by resolution of the Board.

8.04 Seal. The Association seal shall have inscribed thereon the name of the Association and shall be in such form as the Board may prescribe.

8.05 Dedicated Property. The Association shall have power to dedicate any of its property to an appropriate public authority for public use, PROVIDED THAT any such dedication shall have the assent of two-thirds of the total eligible votes of the membership of the Association voting in person or by absentee ballot, and if allowed by the Board, electronic ballot, at a meeting duly called for such purpose, written notice of which shall be given to all Members at least thirty (30) days in advance and shall set forth the purpose of the meeting.

8.06 Waiver of Notice. Whenever any notice is required to be given under the provisions of the Texas Non-Profit Corporation Act or under the provisions of these bylaws, a waiver thereof in writing signed by the person or persons entitled to such notice, whether before or after the time stated therein, shall be deemed equivalent to the giving of such notice.

8.07 Resignation. Any director, officer or agent may resign by giving written notice to the President or the Secretary. The resignation shall take effect at the time specified therein. Unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

8.08 Amendments to Bylaws. These bylaws may be altered, amended or repealed and new bylaws may be adopted by a majority vote of all the members of the Board, if (1) at least thirty (30) days written notice is given to each Member of the Association of the intention to alter, amend or repeal, or to adopt new bylaws; and (2) if a Bylaws committee has been authorized by the Board, the proposed changes shall have been submitted to the Bylaws committee for their review and recommendation at least 30 days before the scheduled meeting. Such vote may take place at any regular meeting or a special meeting. Any Member may attend the regular or special meeting and speak for or against the proposed changes.

8.09 Table of Contents and Headings. The table of contents and headings used in these bylaws have been inserted for convenience only and do not constitute matters to be construed in interpretation.

8.10 Construction. Whenever the context so requires, the masculine shall include the feminine and neuter, and the singular shall include the plural, and conversely. If any portion of these bylaws shall be invalid or inoperative, then, so far as is reasonable and possible, the remainder of these bylaws shall be considered valid and operative and effect shall be given to the intent manifested by the portion held invalid and inoperative.

8.11 Defined Terms. Any terms capitalized herein and not defined herein shall have the meanings set forth in the Declaration or in the Articles of Incorporation.

8.12 Competitive Bids. With respect to any proposed contract involving the Association as a party which calls for consideration in excess of \$10,000 during the term of the contract, the directors shall use reasonable efforts to obtain and review three (3) or more competitive bids unless:

(a) the then-existing circumstances (e.g. an emergency requiring immediate attention and remedy) are such that the best interests of the Association cannot be served by such competitive bid process; or

(b) such process is deemed impractical (e.g. three qualified contractors interested in promptly submitting bona-fide competitive bids cannot be located) and at least five (5) of the directors sign a written resolution attesting to that fact; or

(c) at least five (5) of the directors sign a written resolution that, notwithstanding the absence of prior competitive bids, the Association's entry into, and performance under, such a contract is upon terms and conditions which are proper, advisable and in the best interests of the Association.

The directors are not obligated to accept the lowest bid and may in all situations consider matters such as integrity, reputation, experience, quality, timeliness and fairness in determining what is proper, advisable and in the best interests of the Association.

8.13 Due Process Procedure. Before the Association may suspend an owners right to use a common area, file a suit against an owner other than a suit to collect a regular or special assessment or foreclose under an association's lien, charge an owner for property damage, or levy a fine for a violation of the restrictions or bylaws or rules of the Association, the Association or its agent must follow the procedure as required by Title 11, Texas Property Code, Chapter 209 (TEXAS RESIDENTIAL PROPERTY OWNERS PROTECTION ACT). Any hearings allowed or required by the Act shall be conducted by the Association in open session unless a hearing in executive session is requested by the owner requesting the hearing or required by a resolution approved by a majority vote of the Board.

8.14 Hackberry Creek Living Magazine. The Hackberry Creek Living Magazine, a publication for the residents of Hackberry Creek, shall be mailed or otherwise distributed to each Member of the Association.

Approved by the Board of Directors at a duly convened meeting held on August 16, 2023.

HACKBERRY CREEK HOME OWNERS ASSOCIATION

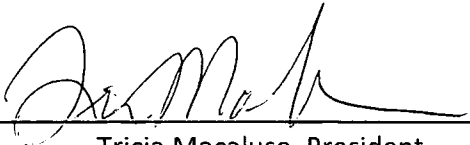
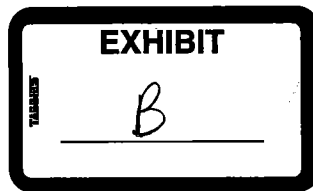
By: 
Tricia Macaluso, President

Exhibit B



A description of the land parcels included within, and the village-related restrictive covenants covering, the Hackberry Creek single-family residential community.

The Hackberry Creek single-family residential community generally consists of the six (6) separate land areas described as follows [and all references hereinbelow to recorded documents are to the Public Real Estate Records of Dallas County, Texas]:

1. **Area L (50):** Being a 51.511 acre tract of land situated in the B.B.B. and C.R.R. Survey, Abstract No. 196, in the City of Irving, Dallas County, Texas and more particularly described by metes and bounds within that certain "Declaration" filed and recorded in Volume 83121, Page 3049 et seq. (particularly within pages 3071-3074) of the Deed Records of Dallas County, Texas. Area L (50) has been platted as follows:

<u>Name of Plat</u>	<u>Plat Recording Data</u>
Final Plat Kinwest Sector 20 - Residential Phase I - First Installment	82132/2416

and Area L (50) (as well as all the other Areas within Hackberry Creek) has been subjected to previously recorded restrictive covenants as follows:

<u>Instrument</u>	<u>Volume</u>	<u>Page</u>
Supplementary Declaration No. 50	83120	4159
Declaration: Area L	83121	3049
Corrected Supplementary Declaration No. 50	83223	2864

2. **Area LXV (65):** Being a 32.938 acre tract of land situated in the B.B.B. and C.R.R. Survey, Abstract No. 196, in the City of Irving, Dallas County, Texas and being more particularly described by metes and bounds within that certain "Supplementary Declaration No. 65" filed and recorded in Volume 84170, Page 1891 et seq. (particularly within pages 1901-1902) of the Deed Records of Dallas County, Texas. Area LXV (65) has been platted as follows:

<u>Name of Plat</u>	<u>Plat Recording Data</u>
Preliminary Final Plat Hackberry Creek Village Phase IV 32.938 acres	85202/2561

and Area LXV (65) has been subjected to previously recorded restrictive covenants as follows:

<u>Instrument</u>	<u>Volume</u>	<u>Page</u>
Supplementary Declaration No. 65	84170	1891
Supplementary Declaration No. 1	84170	1904
Corrected Supplementary Declaration No. 1	85236	5809
Corrected Supplementary Declaration	85236	5820

3. **Area LXVI (66):** Being a 84.241 acre tract of land situated in the B.B.B. and C.R.R. Survey, Abstract No. 196, in the City of Irving, Dallas County, Texas and being more particularly described by metes and bounds within that certain "Supplementary Declaration No. 66" filed and recorded in Volume 84236, Page 427 et seq. (particularly within pages 437-440) of the Deed Records of Dallas County, Texas. Area LXVI (66) has been platted as follows:

<u>Name of Plat</u>	<u>Plat Recording Data</u>
Hackberry Creek Village Phase II 47.245 acres	86028/5072
Hackberry Creek Village Phase III 37.393 acres	89127/3693

and Area LXVI (66) has been subjected to previously recorded restrictive covenants as follows:

<u>Instrument</u>	<u>Volume</u>	<u>Page</u>
Supplementary Declaration No. 2	84236	414
Supplementary Declaration No. 66	84236	427

4. **Area LXVII (67):** Being a 104.371 acre tract of land situated in the B.B.B. and C.R.R. Co. Survey, Abstract No. 196, I&G.N.R.R. Co. Survey, Abstract No. 1624, and the B.B.B. and C.R.R. Co. Survey, Abstract No. 197, in the City of Irving, Dallas County, Texas and more particularly described by metes and bounds within that certain "Supplementary Declaration No. 67" filed and recorded in Volume 87203, Page 4947 et seq. (particularly within pages 4954-4956) of the Deed Records of Dallas County, Texas. Area LXVII (67) has been platted as follows:

<u>Name of Plat</u>	<u>Plat Recording Data</u>
Amended Final Plat Hackberry Creek Estates Phase I 30.6120 acres	88225/1607
Amended/Preliminary Final Plat Hackberry Creek Estates Phase II 20.6589 acres	88225/1623
Preliminary/Final Plat Hackberry Creek Estates Phase III 25.0633 acres	90016/4010 and 4011
Final Plat Hackberry Creek Estates Phases IV, V 22.6828 acres	91065/4537

and Area LXVII (67) has been subjected to previously recorded restrictive covenants as follows:

<u>Instrument</u>	<u>Volume</u>	<u>Page</u>
Supplementary Declaration No. 67	87203	4947
Supplementary Declaration No. 3	87203	4958

5. **Area LXXI (71):** Being: (i) a 71.27 acre tract of land situated in the B.B.B. and C.R.R. Survey, Abstract No. 196, in the City of Irving, Dallas County, Texas and more particularly described by metes and bounds within that certain "Supplementary Declaration No. 71" filed and recorded in Volume 84202, Page 914 et seq. (particularly within pages 924-925) of the Deed Records of Dallas County, Texas; and (ii) being a 1.2127 acre tract of land situated in the B.B.B. and C.R.R. Co. Survey, Abstract No. 197, in the City of Irving, Dallas County, Texas and more particularly described by metes and bounds within that certain "Supplementary Declaration No. 4" filed and recorded in Volume 89203, Page 2259 et seq. (particularly within page 2272) of the Deed Records of Dallas County, Texas; and (iii) being a 0.1707 acre tract of land situated in the B.B.B. and C.R.R. Co. Survey, Abstract No. 197, in the City of Irving, Dallas County, Texas and more particularly described by metes and bounds within that certain "Supplementary Declaration No. 4" filed and recorded in Volume 89203, Page 2259 et seq. (particularly within page 2273) of the Deed Records of Dallas County, Texas; and (iv) being a 0.4167 acre tract of land situated in the B.B.B. and C.R.R. Co. Survey, Abstract No. 197, in the City of Irving, Dallas County, Texas and more particularly described by metes and bounds within that certain "Supplementary Declaration No. 4" filed and recorded in Volume 89203, Page 2259 et seq. (particularly within page 2274) of the Deed Records of Dallas County, Texas. Some, but not all, of Area LXXI (71) has been platted as follows:

<u>Name of Plat</u>	<u>Plat Recording Data</u>
Final Plat of Hackberry Creek Village Phase VI 72 lots - 27.247 acres	91165/3842
Final Plat Hackberry Creek Village Phase VI, Section 1 7.252 acres 25 Lots	94057/1946

and Area LXXI (71) has been subjected to previously recorded restrictive covenants as follows:

<u>Instrument</u>	<u>Volume</u>	<u>Page</u>
Supplementary Declaration No. 71	84202	914
Supplementary Declaration No. 4	89203	2259

6. **Area LXXII (72):** Being a 51.250 acre tract of land situated in the B.B.B. and C.R.R. Survey, Abstract No. 197, in the City of Irving, Dallas County, Texas and more particularly described by metes and bounds within that certain "Supplementary Declaration No. 72" filed and recorded in Volume 84202, Page 901 et seq. (particularly within pages 911-912) of the Deed Records of Dallas County, Texas. Some, but not all, of Area LXXII (72) has been platted as follows:

<u>Name of Plat</u>	<u>Plat Recording Data</u>
Final Plat Hackberry Creek Estates, Tract III - Phase I 26.6575 acres	91196/4764

and Area LXXII (72) has been subjected to previously recorded restrictive covenants as follows:

<u>Instrument</u>	<u>Volume</u>	<u>Page</u>
Supplementary Declaration No. 72	84202	901
Supplementary Declaration No. 5	87203	4936

**Dallas County
John F. Warren
Dallas County Clerk**

Instrument Number: 202300173096

eRecording - Real Property

Recorded On: August 28, 2023 12:17 PM

Number of Pages: 23

" Examined and Charged as Follows: "

Total Recording: \$110.00

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

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

File Information:

Document Number: 202300173096
Receipt Number: 20230828000328
Recorded Date/Time: August 28, 2023 12:17 PM
User: Kevin T
Station: CC123.dal.ccdc

Record and Return To:

CSC Global



**STATE OF TEXAS
COUNTY OF DALLAS**

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

John F. Warren
Dallas County Clerk
Dallas County, TX

A handwritten signature in black ink, appearing to be "JFW", is written over the printed name of John F. Warren.