

THE STATE OF TEXAS

COUNTY OF COLLIN

KNOW ALL MEN BY THESE PRESENTS

THAT, the undersigned, being the owners of PRESTON MANOR II, an Addition to the City of Dallas, Collin County, Texas according to the Map recorded in Volume B, page 321, Map Records, Collin County, Texas do hereby dedicate the streets and alleyways as shown on said plat to the public, and does also reserve the easements as shown thereon for utility installation and maintenance, and the undersigned does hereby restrict said lots as hereinafter set forth which restrictions shall be binding upon the purchaser or purchasers of said lots, and his or their assigns and successors and administrators, to-wit:

1. All lots in the tract shall be known and described as residential lots.
2. No structure shall be erected, altered, placed or permitted to remain on any residential building lot other than one single-family dwelling, not to exceed two stories in height and private garage for not more than three cars and necessary outbuildings typical for single family use.
3. No building shall be erected, placed or altered on any building plat in this subdivision until the building plans, specifications, and plat plans showing the location of such building have been approved in writing as to conformity and harmony of external design with existing structures in the subdivision and as to location of the buildings with respect to topography and finished ground elevation, by a committee composed of E. E. Eriksson, Ellene M. Eriksson and James R. Martin, or by a representative designated by a majority of the members of said committee. In the event of death or resignation of any member of said committee the remaining member, or members, shall have full authority to approve or disapprove such design and location, or to designate a representative with like authority. In the event said committee, or its designated representative fails to approve or disapprove such design and location within 30 days after said plans and specifications have been submitted to it, or any event, if no suit to enjoin the erection of such building or the making of such alterations has been commenced prior to the completion thereof, such approval will not be required and this covenant will be deemed to have been fully complied with. Committee shall have authority to change the restrictions on the buildings or the materials used in construction of the buildings if deemed necessary by the Committee. Neither the members of such committee nor its designated representatives shall be entitled to any compensation for services performed pursuant to this covenant. The powers and duties of such committee, and of its designated representative, shall cease on and after December 31, 2004, thereafter the approval described in this covenant shall not be required unless, prior to said date and effective thereon, a written instrument shall be executed by the then record owners of the majority of the lots in this subdivision and duly recorded appointing a representative, or representatives, who shall thereafter exercise the same powers previously exercised by said committee.

4. No dry toilets, septic tanks, cesspools or other types of private sewerage disposal systems shall be permitted on this property, and only sanitary sewerage approved by the City of Dallas, Texas will be instituted thereon.

5. No fence shall be permitted to extend nearer to the street than the minimum building set back line, nor shall any fence exceed eight feet in height.

6. Yard Requirements-Front Yard-No building shall be erected nearer to the front lot line or nearer to the side street line than the building set back line shown on the recorded plat. Side yard for main structures-there shall be a side yard on each side of the lot of not less than 5 feet, except that the side yard of a corner lot adjacent to a side street shall not be less than 10 feet. Detached garage or accessory building shall not be nearer than 3 feet to the side property line and must be a minimum of 15 feet behind the main structure. Distance between main structures-In no case shall the main structure be located nearer than 10 feet from the main structure on the adjoining lot.

7. No noxious or offensive trade or activity shall be carried on upon any lot nor shall anything be done thereon which may be or become any annoyance or nuisance to the neighborhood.

8. No trailer, basement, tent shack, garage, barn or other outbuildings erected in the tract shall at any time be used as a residence temporarily or permanently, nor shall any structure of a temporary character be used as a residence.

9. The floor area of the main structure, exclusive of porches and garage, shall be not less than 2000 square feet for a one story structure nor less than 2400 square feet in the case of a one and one-half or two story structure. The first floor shall have not less than 1800 square feet in any one and one-half or two story structure.

10. The exterior construction of any dwelling erected on any lot shall be a minimum of 60% masonry construction and any detached garage or outbuildings erected shall be at least 60% masonry.

11. All roofs shall be wood shingle, tile or Timberline.

12. Easements are reserved as shown on the recorded plat of said addition, reference to which is hereby made for utility purposes.

13. No sign of any kind shall be displayed to the public view on any lot except one professional sign of not more than one square foot, one sign of not more than five square feet advertising the property for sale, or rent, or signs used by a builder to advertise the property during the construction and sales period.

14. No animals, livestock, or poultry of any kind shall be raised, bred or kept on any lot, except that dogs, cats or other household pets may be kept provided that they are not kept, bred, or maintained for any commercial purpose.

15. No lot shall be used or maintained as a dumping ground for rubbish, trash, garbage or other waste shall not be kept except in sanitary containers. All incinerators or other equipment for the storage or disposal of such materials shall be kept in a clean and sanitary condition.

16. No fence, wall, hedge or shrub planting which obstructs sight lines at elevations between 2 and 6 feet above the roadways shall be placed or permitted to remain on any corner lot within the triangular areas formed by the street property lines and a line connecting them at points 25 feet from the intersection of the street property lines extended. The same sight line limitations shall apply on any lot within 10 feet from the intersection of a street property line with the edge of a driveway or alley pavement. No tree shall be permitted to remain within such distance of such intersections unless the foliage line is maintained at sufficient height to prevent obstruction of such sight lines.

17. These covenants are to run with the land and shall be binding upon all parties and all persons claiming until May 14, 2004, at which time said covenants shall be automatically extended for a period of ten years unless by vote of a majority of the then owners of the lots it is agreed to change said covenants in whole or in part.

18. If the parties hereto, or any of them or their heirs or assigns, shall violate or attempt to violate any of the covenants herein, it shall be lawful for any other person or persons owning any real property situated in said development of subdivision to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any such covenant and either to prevent him or them from so doing or to recover damages or other dues for such violation.

19. Invalidation of any one of these covenants by judgment, or court order, shall in no way affect any of the other provisions which shall remain in full force and effect.

EXECUTED at Dallas, Texas, this the 28th day of July, 1979.

ATTEST:

ERIC ERIKSSON, INC.

Ellene M. Eriksson
Ellene M. Eriksson, Secretary

By: Enfrid E. Eriksson
Enfrid E. Eriksson, President

CORPORATION ACKNOWLEDGMENT

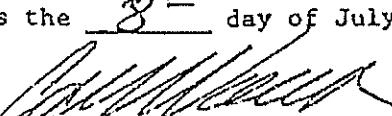
THE STATE OF TEXAS]

COUNTY OF COLLIN]

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day personally appeared ENFRID E. ERIKSSON, known to me to be the person and officer whose name is subscribed to the foregoing instrument and acknowledged to me that the same was the act of the said ERIC ERIKSSON, INC., a Corporation, and that he executed the same as the act of such corporation for the purposes and consideration therein expressed, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 8th day of July A.D. 1979.

(L.S.)


Notary Public in and for Collin County, Texas

BYLAWS OF PRESTON MANOR II
HOMEOWNERS ASSOCIATION, INC.,

A NON-PROFIT CORPORATION

6211 BERTHOUD PASS
DALLAS, TEXAS 75252

ARTICLE ONE

ORGANIZATION AND PURPOSES

1.01 Preston Manor II Homeowners Association, Inc. Preston Manor II Homeowners Association, Inc. (the "Association") is hereby established as a non-profit incorporated association of homeowners residing in the area of Dallas, Texas, known as Preston Manor II, more particularly described in Exhibit A attached hereto ("Preston Manor II"). The purpose of the Association is to assume and improve the beauty, safety, and stability of Preston Manor II and to promote neighborliness and pride among the residents of Preston Manor II.

1.02 Principal Office. The principal office of the Association in the State of Texas shall be located at 6211 Berthoud Pass, Dallas, Texas 75252. The Association may have such other offices as the Board of Directors may determine or as the affairs of the Association may require from time to time.

1.03 Registered Office and Registered Agent. The association shall have and continuously maintain in the State of Texas a registered office, and a registered agent whose office is identical with such registered office, as required by the Texas Non-Profit Corporation Act. The registered office may be, but need not be, identical with the principal office of the Association in the State of Texas, and the address of the registered office may be changed from time to time by the Board of Directors.

1.04 Fiscal Year. The fiscal year of the Association shall be from July 1 to June 30 of each year.

ARTICLE TWO

MEMBERS

2.01 Classes of Members. The Association shall have two classes of members. The designation, qualifications, and rights of the members of such classes shall be as follows:

(a) Voting Members. Voting members shall be entitled to one vote on each matter submitted to a vote at a meeting of the membership, and shall be entitled to exercise all other rights and privileges of a member of the Association. Each household

in Preston Manor II shall be entitled to become a Voting Member of the Association. A household shall be defined as the owner of a lot upon which a single-family house is located and which is occupied by the owner.

(b) Non-voting Members. Non-voting members shall not be entitled to vote on any matter submitted to a vote at a meeting of the membership, but shall be entitled to exercise all other rights and privileges of a member of the Association. Each owner of one or more lots in Preston Manor II and each family that resides in a single-family house in Preston Manor II shall be entitled to become a Non-voting Member of the Association.

2.02 Qualifications for Membership. In addition to the qualifications for Voting and Non-voting Members described above in paragraph 2.01, a household shall become a member of the Association upon the payment of the annual dues, as set forth in these bylaws.

2.03 Voting Rights. Each Voting Member shall be entitled to one vote on each matter submitted to a vote of the members.

2.04 Termination of Membership. Membership in the Association is automatically terminated upon the event of a member moving out of Preston Manor II or otherwise becoming ineligible for membership in the Association. The Board of Directors, by the affirmative vote of two-thirds of the members of the Board, shall make the determination, after notice and a hearing, as to whether a member has become ineligible for membership in the Association.

2.05 Resignation. Any member may resign from membership in the Association by filing a written resignation with the Secretary, but such resignation shall not relieve the member so resigning of the obligation to pay any dues, assessments, or other charges theretofore accrued and unpaid.

2.06 Reinstatement. Upon written request signed by such former member and filed with the Secretary, the Board of Directors may, by the affirmative vote of two-thirds of the members of the Board, reinstate a former member to membership on such terms as the Board may deem appropriate.

2.07 Transfer of Membership. Membership in the Association is not transferable or assignable.

ARTICLE THREE

MEETINGS OF MEMBERS

3.01 Annual Meeting. An annual meeting of the members shall be held on the 1st day of October in each year, beginning with the year 1985, at the hour of 7 o'clock P.M., for the purpose of electing directors and for the transaction of other business as may come

before the meeting. If the day fixed for the annual meeting shall be on 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 shall cause the election to be held at a special meeting of the members as soon thereafter as possible.

3.02 Special Meeting. Special meetings of the members may be called by the Board of Directors, or not less than one-tenth of the members having voting rights.

3.03 Place of Meeting. The Board of Directors may designate any place within the State of Texas as the place of meeting for any annual meeting or for any special meeting called by the Board of Directors. If no designation is made or if a special meeting be otherwise called, the place of meeting shall be the registered office of the Association in the State of Texas; but if all of the members shall meet at any time and place and consent to the holding of a meeting, such meeting shall be valid without call or notice, and at such meeting, any corporate action may be taken.

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 or by mail, to each member entitled to vote at such meeting, not less than five (5) nor more than fifty (50) days before the date of such meeting, by or at the direction of the President, or the Secretary, or the officers or persons calling the meeting. In case of a special meeting or when required by statute or 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.

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 the members may be taken without a meeting, if a consent in writing, setting forth the action so taken, shall be signed by all of the members entitled to vote with respect to the subject matter thereof.

3.06 Quorum. The members holding fifty percent (50%) of the votes which may be cast at any meeting shall constitute a quorum at such meeting. If a quorum is not present at any meeting of members, a majority of the members present may adjourn the meeting from time to time without further notice.

3.07 Proxies. At any meeting of members, a member entitled to vote may vote by proxy executed in writing by the member or by his duly authorized attorney-in-fact. No proxy shall be valid after eleven (11) months from the date of its execution, unless otherwise provided in the proxy.

ARTICLE FOUR

BOARD OF DIRECTORS

4.01 General Powers. The affairs of the Association shall be managed by its Board of Directors.

4.02 Number and Qualifications. The number of directors shall be five (5). Each of the directors must reside in Preston Manor II and be a member of the Association.

4.03 Classes, Tenure, and Method of Election of Initial Directors. The Board of Directors shall be divided into two (2) classes, consisting of three and two persons, respectively, with the term of office of one class expiring each year.. At the first meeting of the members, directors of the first class shall be elected to hold office for a term expiring at the next succeeding annual membership meeting; and directors of the second class shall be elected to hold office for a term expiring at the second succeeding annual membership meeting. Subject to the foregoing, at each annual membership meeting the successors to the class of directors whose term shall expire shall be elected. The terms of these directors shall be for a period of three (3) years, beginning on the first day of the month following the month in which they were elected. A majority of the members present at the meeting and/or voting by proxy shall constitute sufficient vote to constitute the election of directors.

4.04 Regular Meetings. A regular annual meeting of the Board of Directors shall be held without other notice than this bylaw, immediately after, at the same place as, the annual meeting of members. The Board of Directors may provide by resolution the time and place for the holding of additional regular meetings of the Board without other notice than such resolution.

4.05 Special Meetings. Special meetings of the Board of Directors may be called by or at the request of the president or any two directors. The person or persons authorized to call special meetings of the Board may fix any place as the place for holding any special meetings of the Board called by them.

4.06 Notice of Special Meeting. Notice of any special meeting of the Board of Directors shall be given at least two days previously thereto by written notice delivered personally or sent by mail or telegram to each director at his address as shown by the records of the Association. If mailed, such notice shall be deemed to be delivered when deposited in the United States mail, so addressed, with postage thereon prepaid. If notice be given by telegram, such notice shall be deemed to be delivered when the telegram is delivered to the telegraph company. 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 called or convened. Neither the business to be transacted at, nor the purpose of, any regular or special meeting of the Board need be specified in the notice or waiver of notice of such meeting, unless specifically required by law or by these bylaws.

4.07 Quorum. A majority of the Board of 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 is present at said meeting, a majority of the directors present may adjourn the meeting from time to time without further notice.

4.08 Manner of Acting. The act of a majority of the directors present at a meeting at which a quorum is present shall be the act of the Board of Directors, unless the act of a greater number is required by law or by these bylaws. Each director shall have one (1) vote.

4.09 Vacancies. Any vacancy occurring in the Board of Directors and any directorship to be filled by reason of an increase in the number of directors shall be filled by the Board of Directors. A director elected to fill a vacancy shall be elected for the unexpired term of his predecessor in office.

4.10 Compensation. Directors as such shall not receive any stated salaries for their services, but by resolution of the Board of Directors, a fixed sum and expenses of attendance, if any, may be allowed for attendance at each regular or special meeting of the Board; but nothing herein contained shall be construed to preclude any director from serving the Association in any other capacity and receiving compensation therefor.

4.11 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 signed by all of the directors.

ARTICLE FIVE

OFFICERS

5.01 Officers. The officers of the Association shall be a President, one or more Vice Presidents (the number thereof to be determined by the Board of Directors), a Secretary, a Treasurer, and such other officers as may be elected in accordance with the provisions of this Article. The Board of Directors may elect or appoint such other officers, including one or more Assistant Secretaries and one or more Assistant Treasurers, as it shall deem desirable, such officers to have the authority and perform the duties prescribed, from time to time, by the Board of Directors.

Any two or more offices may be held by the same person, except the offices of President and Secretary.

5.02 Election and Term of Office. The officers of the Association shall be elected annually by the Board of Directors at the regular annual meeting of the Board of Directors. If the election of officers shall not be held at such meeting, such election shall be held as soon thereafter as conveniently may be. New offices may be created and filled at any meeting of the Board of Directors. Each officer shall hold office until his successor shall have been duly elected and shall have qualified. The terms of the officers shall begin on the first day of the month following the month in which they were elected.

5.03 Removal. Any officer elected or appointed by the Board of Directors may be removed by the Board of Directors whenever, in its judgment, the best interests of the Association would be served thereby, but such removal shall be without prejudice to the contract rights, if any, of the officer so removed.

5.04 Vacancies. A vacancy in any office because of death, resignation, disqualification or otherwise, may be filled by the Board of Directors 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. He shall preside at all meetings of the members and of the Board of Directors. He may sign, with the Secretary or any other proper officer of the Association authorized by the Board of Directors, any deeds, mortgages, bonds, contracts, or other instruments which the Board of Directors has authorized to be executed, except in cases where the signing and execution thereof shall be expressly delegated by the Board of Directors or by these bylaws or by statute to some other officer or agent of the Association; and, in general, he shall perform all duties incident to the office of President and such other duties as may be prescribed by the Board of Directors from time to time.

5.06 Vice President. In the absence of the President or in the event of his inability or refusal to act, the Vice President (or in the event there be more than one Vice President, the Vice Presidents in order of their election) 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. Any Vice President shall perform such other duties as from time to time may be assigned to him by the President or Board of Directors.

5.07 Treasurer. If required by the Board of Directors, the Company shall provide at its expense a bond for the faithful discharge of the duties of the Treasurer, in such sum and with such surety or sureties as the Board of Directors shall determine. 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 depositaries as shall be selected in accordance with the provisions of Article Seven of these bylaws; 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 him by the President or by the Board of Directors.

5.08 Secretary. The Secretary shall keep the minutes of the meetings of the members and of the Board of Directors in one or more books provided for that purpose; give all notices in accordance with the provisions of these bylaws or as required by law; be custodian of the corporate records and of the seal of the Association, and affix the seal of the Association 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 each member; and, in general, perform all duties as from time to time may be assigned to him by the President or by the Board of Directors.

5.09 Assistant Treasurers and Assistant Secretaries. If required by the Board of Directors, the Assistant Treasurers shall give bonds for the faithful discharge of their duties, in such sums and with such sureties as the Board of Directors shall determine. The Assistant Treasurers and Assistant Secretaries in general shall perform such duties as shall be assigned to them by the Treasurer or the Secretary or by the President or the Board of Directors.

ARTICLE SIX

COMMITTEES

6.01 The Audit Committee. The Audit Committee shall be composed of two members appointed by the Board during the first month following the annual meeting of the Association. The duties of the committee are to meet with the Treasurer in October and July of each year to verify expenditures and bank balances.

6.02 The Welcoming and Social Committee. The Welcoming and Social Committee is responsible for arranging neighborhood socials, meeting all new residents, and inviting them to membership. The members of the committee are appointed by the President and their number may vary, at President's discretion. The names and addresses of each resident contacted by a member of this committee with respect to new membership shall be submitted to the Secretary and Treasurer.

6.03 The Communications Committee. The Communications Committee shall publish newsletters as are practical and an annual directory. It shall also be responsible for delivering

communications from the Board and officers and making telephone calls as requested. The members of this committee are appointed by the President and their number may vary, at the President's discretion.

6.04 Other Committees. Other committees may be designated by a resolution adopted by a majority of the directors present at a meeting at which a quorum is present. Except as otherwise provided in such resolution, members of each such committee shall be members of the Association, and the President of the Association shall appoint the members thereof. Any members thereof may be removed by the person or persons authorized to appoint such member whenever, in their judgment, the best interests of the Association shall be served by such removal.

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

6.06 Chairman. One member of each committee shall be appointed chairman by the person or persons authorized to appoint the members thereof.

6.07 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.

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

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

ARTICLE SEVEN

CONTRACTS, CHECKS, DEPOSITS, AND FUNDS

7.01 Contracts. The Board of Directors may authorize any officer or officers, agent or agents of the Association, in addition to the officers so authorized by these bylaws, to enter into any contract or execute and deliver any instrument in the name of and on behalf of the Association. Such authority may be general or confined to specific instances.

7.02 Checks and Drafts. All checks, drafts, or orders for the payment of money, notes, or other evidences of indebtedness issued in the name of the Association shall be signed by such office or officers, agent or agents of the Association and in such manner as shall from time to time be determined by resolution of the Board of Directors. In the absence of such determination by the Board of Directors, such instruments shall be signed by the Treasurer or an Assistant Treasurer and countersigned by the President or a Vice President of the Association.

7.03 Deposits. All funds of the Association shall be deposited from time to time to the credit of the Association in such banks, trust companies, or other depositaries as the Board of Directors may select.

7.04 Gifts. The Board of Directors may accept on behalf of the Association any contribution, gift, bequest, or devise for the general purposes or for any special purpose of the Association.

ARTICLE EIGHT

CERTIFICATE OF MEMBERSHIP

8.01 Certificates of Membership. The Board of Directors may provide for the issuance of certificates evidencing membership in the Association, which shall be in such form as may be determined by the Board. Such certificates shall be signed by the President or a Vice President and by the Secretary or an Assistant Secretary and shall be sealed with the seal of the Association. All certificates evidencing membership of any class shall be consecutively numbered. The name and address of each member and the date of issuance of the certificate shall be entered on the records of the Association. If any certificate shall become lost, mutilated, or destroyed, a new certificate may be issued therefore on such terms and conditions as the Board of Directors may determine.

8.02 Issuance of Certificates. When a member has been elected to membership and has paid any initiation fee and dues that may then be required, a certificate of membership shall be issued in his name and delivered to him by the Secretary, if the Board of Directors shall have provided for the issuance of certificates of membership under the provisions of Paragraph 8.01 of this Article Eight.

ARTICLE NINE

BOOKS AND RECORDS

9.01 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, Board of Directors, and committees having any of the authority of the Board of Directors, and shall

keep at the registered or principal office a record giving the names and addresses of the members entitled to vote. All books and records of the Association may be inspected by any member or his agent or attorney for any proper purpose at any reasonable time.

ARTICLE TEN

DUES

10.01 Annual Dues. The Board of Directors may determine from time to time the amount of initiation fee, if any, and the annual dues payable to the Association by members of each class.

10.02 Payment of Dues. Dues shall be payable in advance on the first day of October in each fiscal year. Dues of a new member shall be prorated from the first day of the month in which such new member is elected to membership, for the remainder of the fiscal year of the Association. Dues paid are not refundable.

10.03 Default and Termination of Membership. When any member of any class shall be in default in the payment of dues for a period of two months from the beginning of the fiscal year or period for which such dues become payable, his membership may thereupon be terminated by the Board of Directors in the manner provided in Article Three of these bylaws.

ARTICLE ELEVEN

SEAL

11.01 Seal. The Board of Directors shall provide a corporate seal, which shall be in the form a circle and shall have inscribed thereon the name of the Association and the words "Corporate Seal of Preston Manor II Association, Inc."

ARTICLE TWELVE

WAIVER OF NOTICE

12.01 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 the articles of incorporation or the bylaws of the Association, 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.

ARTICLE THIRTEEN

AMENDMENTS TO BYLAWS

13.01 Amendment to Bylaws. These bylaws may be altered, amended, or repealed and new bylaws may be adopted by a majority of the directors present at any regular meeting or at any special meeting, if at least five (5) days' written notice is given of an intention to alter, amend, or repeal these bylaws or to adopt new bylaws at such meeting.

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