

**MCKINNEY VILLAGE PARKS HOMEOWNERS ASSOCIATION,
INC.**

**Managed by Lone Star Association Management, Inc.
2500 Legacy Drive, Suite 220
Frisco, Texas 75034**

DATE: January 14, 2009

TO: McKinney Village Parks Homeowners

FROM: McKinney Village Parks Board of Directors

RE: First Amendment to Bylaws of McKinney Village Parks

Please find attached the First Amendment to Bylaws of McKinney Villages Parks recorded on December 31, 2008.

If you have any questions regarding this amendment please do not hesitate to contact Susan Garrett at Lone Star Association Management, Inc. (469) 9384-2088, extension 112 or email sgarrett@lonestarmangement.com.

Thank you



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**FIRST AMENDMENT
TO
BYLAWS OF MCKINNEY VILLAGE PARK HOMEOWNERS ASSOCIATION, INC.**

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

This First Amendment to the Bylaws of McKinney Village Park Homeowners Association, Inc. (this "First Amendment") is adopted by McKinney Village Park, L.P. ("Declarant") and the McKinney Village Park Homeowners Association, Inc. (the "Association"), on the 12th day of November, 2008.

WITNESSETH:

WHEREAS, the Declaration of Covenants, Conditions and Restrictions for McKinney Village Park (the "Declaration") was recorded on or about April 19, 2004, as Document No. 2004-0055333 in the Real Property Records of Collin County, Texas; and

WHEREAS, Article IX, Section 9.1 of the Bylaws of McKinney Village Park Homeowners Association, Inc. (the "Bylaws") provides that, prior to the Termination Date, the Bylaws may be amended upon the express written consent of the Members holding at least three-quarters (3/4) of all the outstanding votes of the Members and authorizing the President of the Association to execute such amendment; and

WHEREAS, the express written consent of more than three-quarters (3/4) of all the outstanding votes of the Members has been obtained for the approval of the following amendments to the Bylaws, which consents authorize the President of the Association to execute this First Amendment.

NOW, THEREFORE, the Bylaws are amended as follows:

1. *Article V, Section 5.3(b) of the Bylaws is deleted in its entirety and replaced with the following:*

(b) To make, amend and enforce policies, procedures and rules and regulations (collectively referred to hereinafter as "Rules and Regulations") governing the operation and use of the Common Areas and the Lots, including the imposition of sanctions for violations of the Declaration, Bylaws and Rules and Regulations (the "Governing Documents"). Sanctions may include, without limitation, the following:

(i) imposing reasonable monetary fines;

(ii) suspending an Owner's right to vote;

(iii) suspending any Person's right to use the Common Area; provided, however, nothing herein shall authorize the Association to limit ingress or egress to or from a Lot;

(iv) recording in the Real Property Records of Collin County, Texas, a Notice of Violation or Notice of Non-Compliance against a Lot; and

(v) taking any other action to abate or remove a violation of the Governing Documents.

~~Prior to imposition of the actions listed in (i), (ii) and (iii) above, the~~ Board or its delegate shall serve the alleged violator with written notice by certified mail, return receipt requested, which complies with Section 209.006 and Section 209.007 of the Texas Residential Property Owners Protection Act. Such notice shall inform the recipient that he has the right to request a hearing by submitting a written request to the Board for a hearing within thirty (30) days from the date he receives the notice. The notice shall also state that attorney's fees and costs will be charged to the violator if the violation continues after the date allowed for compliance or corrective action. The Board may suspend any proposed sanction if the violation is cured within the 30-day period, or if correction of the violation is commenced within the 30-day period and diligently pursued to completion. Such suspension shall not constitute a waiver of the right to sanction future violations of the same or other provisions and rules by any person.

If a hearing is requested within the allotted thirty (30) day period, the hearing shall be held before the Board in executive session. The hearing shall be held no later than the 30th day after the date the Board of Directors receives the violator's request for a hearing. The Board or its delegate shall notify the violator of the date, time and place of the hearing no later than the 10th day before the date of the hearing. The alleged violator shall be afforded a reasonable opportunity to be heard.

Failure by the Association to enforce any of the foregoing, any provision of the Governing Documents or any other right or remedy of the Association shall in no event be deemed a waiver of the right to so thereafter.

Notwithstanding anything to the contrary herein contained, the Board may elect to enforce any provision of the Governing Documents (i) by self-help, including, but not limited to, the right to enter any Lot and remove, eliminate or cure any violation, or (ii) by suit at law or in equity to enjoin any violation or to

recover monetary damages or both. The Association may exercise self-help, file suit for injunctive relief or impose the sanctions listed in (iv) and (v) above without the necessity of compliance with the notice and hearing procedure set forth above unless otherwise required by law. In any such action, to the maximum extent permissible, the Owner or occupant responsible for the violation of which abatement is sought shall pay all costs, including reasonable attorney's fees and additional management fees actually incurred. Any entry onto a Lot for purposes of exercising the power of self-help shall not be deemed a trespass.

2. Except as modified herein, the Bylaws shall remain in full force and effect. To the extent any conflict may exist between this First Amendment and any other provision of the Bylaws, this First Amendment shall control.

~~IN WITNESS WHEREOF~~, the undersigned confirms that these amendments were properly approved pursuant to Article IX, Section 9.1 of the Bylaws and has caused this instrument to be executed on the 12th day of November 2008.

DECLARANT:

**McKINNEY VILLAGE PARK, L.P., a Texas
limited partnership**

By: CL TEXAS I GP, L.L.C., a Georgia
limited liability company, its Supervising
General Partner

By: 

Samuel L. Wyse, III

Title: Vice President

ASSOCIATION:

**McKINNEY VILLAGE PARK
HOMEOWNERS ASSOCIATION, INC.**

By: 

Title: President

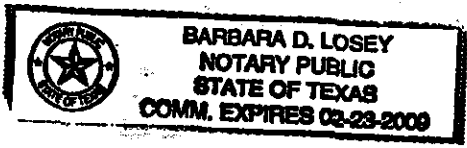
STATE OF TEXAS

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COUNTY OF Dallas

BEFORE ME, the undersigned authority, a Notary Public in and for said county and state, on this day personally appeared Samuel L. Wyse, III, Vice President of CL Texas I GP, L.L.C., a Georgia limited liability company, the Supervising General Partner of McKinney Village Park, L.P., 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, in the capacity therein stated and as the act and deed of said entity.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 12th day of November 2008.



Barbara D. Losey
Notary Public in and for the State of Texas

My Commission Expires: _____

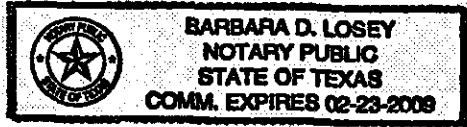
STATE OF TEXAS

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COUNTY OF Dallas

BEFORE ME, the undersigned authority, a Notary Public in and for said county and state on this day personally appeared Christi Brownlow President of McKinney Village Park Homeowners Association, Inc., a Texas non-profit corporation, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that (s)he executed the same for the purposes and consideration therein expressed, in the capacity therein stated and as the act and deed of said entity.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 12th day of November 2008.



Barbara D. Losey
Notary Public in and for the State of Texas

My Commission Expires: _____

AFTER RECORDING RETURN TO:
Riddle & Williams, P.C.
3710 Rawlins Street, Suite 1400
Dallas, Texas 75219

Filed and Recorded
Official Public Records
Stacey Keep, County Clerk
Collin County, TEXAS
12/31/2008 08:36:51 AM
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Stacey Keep