

**BYLAWS  
OF  
SOHO SQUARE PROPERTY OWNERS ASSOCIATION, INC.**

**ARTICLE I  
INTRODUCTION**

The name of the corporation is SOHO Square Property Owners Association, Inc., a Texas non-profit corporation, hereinafter referred to as the "Association". The principal office of the Association shall be located in Dallas County, Texas, but meetings of Members and Directors may be held at such places within the State of Texas, as may be designated by the Board of Directors.

The Association is organized to be a nonprofit corporation.

**Notwithstanding anything to the contrary in these Bylaws, a number of provisions are modified by the Declarant's reservations in that certain Master Declaration of Covenants, Conditions and Restrictions for SOHO Square Development recorded or to be recorded in in the Official Public Records of Dallas County, Texas, including the number, qualification, appointment, removal, and replacement of Directors.**

**ARTICLE II  
DEFINITIONS**

Unless the context otherwise specifies or requires, the following words and phrases when used in these Bylaws shall have the meanings hereinafter specified:

**Section 2.1. Assessment.** "Assessment" or "Assessments" shall mean assessment(s) levied by the Association under the terms and provisions of the Declaration.

**Section 2.2. Association.** "Association" shall mean and refer to SOHO Square Property Owners Association, Inc., a Texas non-profit corporation.

**Section 2.3. Association Property.** "Association Property" shall mean all real or personal property now or hereafter owned by the Association, including without limitation, all easement estates, licenses, leasehold estates and other interests of any kind in and to real or personal property which are now are hereafter owned or held by the Association.

**Section 2.4. Association Restrictions.** "Association Restrictions" shall mean the Master Declaration of Covenants, Conditions and Restrictions for SOHO Square Development, as the same may be amended from time to time, together with the Certificate, Bylaws, and Association Rules from time to time in effect.

**Section 2.5. Association Rules.** "Association Rules" shall mean the rules and regulations adopted by the Board pursuant to the Declaration, as the same may be amended from time to time.

**Section 2.6. Board.** "Board" shall mean the Board of Directors of the Association.

**Section 2.7. Bylaws.** "Bylaws" shall mean these Bylaws of the Association which may be adopted by the Board and as the same may be amended from time to time.

**Section 2.8. Certificate.** "Certificate" shall mean the Certificate of Formation of SOHO Square Property Owners Association, Inc., a Texas non-profit corporation, filed in the office of the Secretary of State of the State of Texas, as the same may from time to time be amended.

**Section 2.9. Declarant.** "Declarant" shall mean Megatel Trinity Meadows, LLC, a Texas limited liability company, and its duly authorized representatives or their successors or assigns; provided that any assignment of the rights of Declarant must be expressly set forth in writing and the mere conveyance of a portion of the Property without written assignment of the rights of Declarant shall not be sufficient to constitute an assignment of the rights of Declarant hereunder.

**Section 2.10. Declaration.** "Declaration" shall mean the "Master Declaration of Covenants, Conditions and Restrictions for SOHO Square Development", recorded or to be recorded in the Official Public Records of Dallas County, Texas, as the same may be amended from time to time.

**Section 2.11. Development.** "Development" shall mean and refer to the property subject to the terms and provisions of the Declaration.

**Section 2.12. Manager.** "Manager" shall mean the person, firm, or corporation, if any, employed by the Association pursuant to the Declaration and delegated the duties, powers, or functions of the Association.

**Section 2.13. Member.** "Member" or "Members" shall mean any person(s), entity or entities holding membership privileges in the Association as provided in the Declaration.

**Section 2.14. Mortgage.** "Mortgage" or "Mortgages" shall mean any mortgage(s) or deed(s) of trust covering any portion of the Property given to secure the payment of a debt.

**Section 2.15. Mortgagee.** "Mortgagee" or "Mortgagees" shall mean the holder or holders of any lien or liens upon any portion of the Property.

**Section 2.16. Owner.** "Owner" or "Owners" shall mean the person(s), entity or entities, including Declarant, holding a fee simple interest in any Lot, but shall not include the Mortgagee of a Mortgage.

### ARTICLE III MEETING OF MEMBERS

**Section 3.1. Annual Meetings.** The first annual meeting of the Members shall be held on such date as selected by the Board of Directors which is on or before the date on which the Development Period expires pursuant to the terms of the Declaration, and each subsequent regular annual meeting of the Members shall be held on a date and location to be chosen by the Board of Directors. If the day for the annual meeting of the Members is a Saturday, Sunday, or

legal holiday, the meeting will be held on the first day following which is not a Saturday, Sunday, or legal holiday.

**Section 3.2. Special Meetings.** Special meetings of the Members may be called at any time by the President or by a majority vote of the Board of Directors, or upon written request of the Members (or any Sub-Association Representative) representing at least fifty-one percent (51%) of the votes of all Members of the Association.

**Section 3.3. Place of Meetings.** Meetings of the Association may be held at the Development or at a suitable place convenient to the Members and Sub-Association Representative(s), as determined by the Board.

**Section 3.4. Notice of Meetings.** At the direction of the Board, written notice of meetings of the Association will be given to the Sub-Association Representative or its Board of Directors for any Members in a Sub-Association, or otherwise directly to Members at least ten (10) days but not more than sixty (60) days prior to the meeting. Notices of meetings will state the date, time, and place the meeting is to be held. Notices will identify the type of meeting as annual or special and will state the particular purpose of a special meeting. Notices may also set forth any other items of information deemed appropriate by the Board.

**Section 3.5. Voting Member List.** The Board will prepare and make available a list of the Association's voting Members (including those Members represented by any Sub-Association Representative or Board of Directors) in accordance with the Texas Business Organization Code and any other applicable legal requirements.

**Section 3.6. Quorum.** The presence at the meeting of Members and any Sub-Association Representative representing Members, entitled to cast, or of proxies entitled to cast, ten percent (10%) of the total votes of the membership shall constitute a quorum for any action, except as otherwise provided in the Certificate, the Declaration, or these Bylaws. If, however, such quorum is not present or represented at any meeting, the Members entitled to vote at the meeting shall have power to adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum shall be present or represented.

**Section 3.7. Proxies.** Votes may be cast in person or by written proxy. Each Sub-Association Representative is hereby granted a proxy to vote on behalf of all Members who are members of the Sub-Association appointing such Sub-Association Representative at each meeting of Members of the Association, and a Sub-Association Representative may cast its votes on behalf of Members he or she is representing in person or by proxy. To be valid, each proxy must: (i) be signed and dated by the Member or the Sub-Association Representative or his/her attorney-in-fact; (ii) identify the Lots or portion of the Property to which the votes of the Member or Sub-Association Representative, as applicable, are appurtenant; (iii) name the person or title (such as "presiding officer") in favor of whom the proxy is granted, such person having agreed to exercise the proxy; (iv) identify the meeting for which the proxy is given; (v) not purport to be revocable without notice; and (vi) be delivered to the secretary, to the person presiding over the Association meeting for which the proxy is designated, or to a person or company designated by the Board. Unless the proxy specifies a shorter or longer time, it

terminates eleven (11) months after the date of its execution. Other than the proxy hereby given to the Sub-Association Representative by Members who are members of the Sub-Association that appointed such Sub-Association Representative pursuant to these bylaws, perpetual or self-renewing proxies are permitted, provided they are revocable. To revoke a proxy, the granting Member or Sub-Association Representative, as applicable, must give actual notice of revocation to the person presiding over the Association meeting for which the proxy is designated. Unless revoked, any proxy designated for a meeting which is adjourned, recessed, or rescheduled is valid when the meeting reconvenes. A proxy may be delivered by fax. However, a proxy received by fax may not be counted to make or break a tie-vote unless: (a) the proxy has been acknowledged or sworn to by the Member or Sub-Association Representative, as applicable, before and certified by an officer authorized to take acknowledgments and oaths; or (b) the Association also receives the original proxy within five (5) days after the vote.

**Section 3.8. Conduct of Meetings.** The president, or any person designated by the Board, presides over meetings of the Association. The secretary keeps, or causes to be kept, the minutes of the meeting which should record all resolutions adopted and all transactions occurring at the meeting, as well as a record of any votes taken at the meeting. The person presiding over the meeting may appoint a parliamentarian. Votes should be tallied by tellers appointed by the person presiding over the meeting.

**Section 3.9. Order of Business.** Unless the notice of meeting states otherwise, or the assembly adopts a different agenda at the meeting, the order of business at meetings of the Association is as follows:

- Determine votes present by roll call or check-in procedure
- Announcement of quorum
- Proof of notice of meeting
- Approval of minutes of preceding meeting
- Reports of Officers (if any)
- Election of Directors (when required)
- Unfinished or old business
- New business

**Section 3.10. Adjournment of Meeting.** At any meeting of the Association, the presence of any Members and Sub-Association Representatives collectively representing a majority of the Members, either in person or by proxy, may adjourn the meeting to another time and place.

**Section 3.11. Action without Meeting.** Subject to Board approval, any action which may be taken by a vote of the Members and any Sub-Association Representative (on behalf of Members it represents) at a meeting of the Association may also be taken without a meeting by written consents. The Board may permit Members and Sub-Association Representatives to vote by any method allowed by the Texas Business Organization Code, which may include hand delivery, United States Mail, facsimile, e-mail, or any combination of these. Written consents by Member and Sub-Association Representative representing collectively at least a majority of

votes of Members in the Association, or such higher percentage as may be required by the Documents, constitutes approval by written consent. This Section may not be used to avoid the requirement of an annual meeting and does not apply to the election of Directors.

**Section 3.12. Telephone Meetings.** Members and Sub-Association Representatives for the Members of the Association may participate in and hold meetings of the Association by means of conference telephone or similar communications equipment by means of which all persons participating in the meeting can hear each other. Participation in the meeting constitutes presence in person at the meeting, except where a person participates in the meeting for the express purpose of objecting to the transaction of any business on the ground that the meeting is not lawfully called or convened.

**Section 3.13 Sub-Association Representative.** The Sub-Association Representative for each portion of the Property affected by a Sub-Declaration shall be elected or appointed, as the case may be, by the majority of the Owners of Lots within such portion of the Property affected by such Sub-Declaration, in accordance with the terms of any Subassociation documents governing the portion of the Property affected by such Sub-Declaration or by written consent or vote of a majority of the owners of Lots within the portion of the Property affected by such Sub-Declaration (which each Owner having an equal vote regardless of the assessed value or square footage of the Lot owned by it). The Sub-Association Representative once elected or appointed by the applicable Owners shall serve until such time as a new Sub-Association Representative is appointed by the Owners of portion of the Property affected by such Sub-Declaration.

## ARTICLE IV BOARD OF DIRECTORS

### **Section 4.1. Authority; Number of Directors.**

(a) The affairs of the Association shall be governed by a Board of Directors. The number of Directors shall be fixed by the Board of Directors from time to time. The initial Directors shall be three (3) in number and shall be those Directors named in the Certificate. The initial Directors shall serve until their successors are elected and qualified. All directors shall be appointed by Declarant until the Development Period under the terms of the Declaration expires. Upon expiration of the Development Period, the number of Directors serving on the Board shall increase to five (5) and (i) at least one (1) director on the Board shall be elected by a majority vote of the Members owning, or the Sub-Associations (if formed) applicable to, Residential Lots (the "**Residential Director**"), (ii) at least one (1) director on the Board shall be elected by a majority vote of the Members owning, or the Sub-Associations (if formed) applicable to, the Commercial Lots (the "**Commercial Director**"), and (iii) at least three (3) directors on the Board shall be elected by a vote of all of the Members of the Association (the "**At Large Directors**"), with the person with the highest percentage of Member votes holding the first At Large Director seat, the person holding the next highest percentage of Member votes holding the second At Large Director seat, and the person with the third highest percentage of Member votes holding the third At Large Director seat. If the Members owning Residential Lots fail to elect a Residential Director, the President of the Sub-Association for the largest number of Residential Lots shall serve as and be deemed to be the Residential Director for the Association.

(c) Each Director, other than Directors appointed by Declarant, shall be a Member and Owner, or in the case of corporate or partnership ownership of any Lot, a duly authorized agent or representative of the corporate or partnership Owner.

**Section 4.2. Compensation.** The Directors shall serve without compensation for such service.

**Section 4.3. Nominations to Board of Directors.** Members may be nominated for election to the Board of Directors in either of the following ways:

(a) A Member who is not a Director and who desires to run for election to that position shall be deemed to have been nominated for election upon his filing with the Board of Directors a written petition of nomination; or

(b) A Director who is eligible to be re-elected shall be deemed to have been nominated for re-election to the position he holds by signifying his intention to seek reelection in a writing addressed to the Board of Directors.

**Section 4.4. Removal of Directors for Cause.** If a Director breaches such Director's duties hereunder or violates the terms of the Declaration, the Certificate, the Association Rules or these Bylaws, such Director may be removed by Declarant unless Declarant no longer has the right to appoint and remove Directors in accordance with Section 4.1 of these Bylaws, and then by a majority vote of the remaining Directors after Declarant's right to appoint and remove Directors has expired. No Director shall have any voting rights nor may such Director participate in any meeting of the Board of Directors at any time that such Director is delinquent in the payment of any Assessments or other charges owed to the Association. Any Director that is ninety (90) days delinquent in the payment of Assessments or other charges more than three (3) consecutive times shall be removed as a Director.

**Section 4.5. Vacancies on Board of Directors.** At such time as Declarant's right to appoint and remove Directors has expired or been terminated, if the office of any elected Director shall become vacant by reason of death, resignation, retirement, disqualification, removal from office or otherwise, the remaining Directors, at a special meeting duly called for this purpose, shall choose a successor who shall fill the unexpired term of the directorship being vacated. If there is a deadlock in the voting for a successor by the remaining Directors, the one Director with the longest continuous term on the Board shall select the successor. At the expiration of the term of his position on the Board of Directors, the successor Director shall be re-elected or his successor shall be elected in accordance with these Bylaws.

**Section 4.6. Removal of Directors by Members.** Subject to the right of Declarant to nominate and appoint Directors as set forth in Section 4.1 of these Bylaws, an elected Director may be removed, with or without cause, by a majority vote of the Members at any special meeting of the Members of which notice has been properly given as provided in these Bylaws; provided the same notice of this special meeting has also been given to the entire Board of Directors, including the individual Director whose removal is to be considered at such special meeting.

**Section 4.7. Consent in Writing.** Any action by the Board of Directors, including any action involving a vote on a fine, damage assessment, appeal from a denial or architectural control approval, or suspension of a right of a particular Member before the Member has an opportunity to attend a meeting of the Board of Directors to present the Member's position on the issue, may be taken without a meeting if all of the Directors shall unanimously consent in writing to the action. Such written consent shall be filed in the Minute Book. Any action taken by such written consent shall have the same force and effect as a unanimous vote of the Directors.

## ARTICLE V MEETINGS OF DIRECTORS

**Section 5.1. Regular Meetings.** Regular meetings of the Board shall be held annually or such other frequency as determined by the Board, without notice, at such place and hour as may be fixed from time to time by resolution of the Board.

**Section 5.2. Special Meetings.** Special meetings of the Board shall be held when called by the President of the Association, or by any two Directors, after not less than three (3) days' notice to each Director.

**Section 5.3. Quorum.** A majority of the number of Directors shall constitute a quorum for the transaction of business. Every act or decision done or made by a majority of the Directors present at a duly held meeting at which a quorum is present shall be regarded as the act of the Board of Directors.

**Section 5.4. Telephone Meetings.** Members of the Board or any committee of the Association may participate in and hold meetings of the Board or committee by means of conference telephone or similar communications equipment by means of which all persons participating in the meeting can hear each other. Participation in such meeting constitutes presence in person at the meeting, except where a person participates in the meeting for the express purpose of objecting to the transaction of any business on the ground that the meeting is not lawfully called or convened.

**Section 5.6. Action without a Meeting.** Any action required or permitted to be taken by the Board at a meeting may be taken without a meeting, if all Directors individually or collectively consent in writing to such action. The written consent must be filed with the minutes of Board meetings. Action by written consent has the same force and effect as a unanimous vote.

## ARTICLE VI POWERS AND DUTIES OF THE BOARD

**Section 6.1. Powers.** The Board shall have power and duty to undertake any of the following actions, in addition to those actions to which the Association is authorized to take in accordance with the Declaration:

(a) adopt and publish the Association Rules, including regulations governing the use of the Association Property and facilities, and the personal conduct of the Members and their guests thereon, and to establish penalties for the infraction thereof;

(b) suspend the voting rights of a Member and right of a Member to use of the Association Property during any period in which such Member shall be in default in the payment of any Assessment levied by the Association, or after notice and hearing, for any period during which an infraction of the Association Rules by such Member exists;

(c) exercise for the Association all powers, duties and authority vested in or related to the Association and not reserved to the membership by other provisions of the Association Restrictions, including, without limitation, those set forth in Article 3 of the Declaration;

(d) to enter into any contract or agreement with a municipal agency or utility company to provide electric utility service to all or any portion of the Property;

(e) declare the office of a member of the Board to be vacant in the event such member shall be absent from three (3) consecutive regular meetings of the Board;

(f) employ such employees as they deem necessary, and to prescribe their duties;

(g) as more fully provided in the Declaration, to:

(1) fix the amount of the Assessments against each Lot in advance of each annual assessment period and any other assessments provided by the Declaration; and

(2) foreclose the lien against any property for which Assessments are not paid within thirty (30) days after due date or to bring an action at law against the Owner personally obligated to pay the same;

(h) issue, or to cause an appropriate officer to issue, upon demand by any person, a certificate setting forth whether or not any Assessment has been paid and to levy a reasonable charge for the issuance of these certificates (it being understood that if a certificate states that an Assessment has been paid, such certificate shall be conclusive evidence of such payment);

(i) procure and maintain adequate liability and hazard insurance on property owned by the Association;

(j) cause all officers or employees having fiscal responsibilities to be bonded, as it may deem appropriate; and

(k) exercise such other and further powers or duties as provided in the Declaration or by law.



**Section 6.2. Duties.** It shall be the duty of the Board to:

(a) cause to be kept a complete record of all its acts and corporate affairs and to present a statement thereof to the Members and Sub-Association Representatives at the annual meeting of the Members, or at any special meeting when such statement is requested in writing by Members and Sub-Association Representatives representing Members who are entitled to cast collectively fifty-one percent (51%) of all outstanding votes;

(b) supervise all officers, agents and employees of the Association, and to see that their duties are properly performed; and

(c) perform all duties of the Association or the Board set forth in the Declaration, including, without limitation under Article 3 thereof.

## **ARTICLE VII OFFICERS AND THEIR DUTIES**

**Section 7.1. Enumeration of Offices.** The officers of the Association shall be a President and a Vice-President, who shall at all times be members of the Board, a Secretary and a Treasurer, and such other officers as the Board may from time to time create by resolution.

**Section 7.2. Election of Officers.** The election of officers shall take place at the first meeting of the Board following each annual meeting of the Members.

**Section 7.3. Term.** The officers of the Association shall be elected annually by the Board and each shall hold office for one (1) year unless he resigns sooner or shall be removed or otherwise disqualified to serve.

**Section 7.4. Special Appointments.** The Board may elect such other officers as the affairs of the Association may require, each of whom shall hold office for such period, have such authority, and perform such duties as the Board may, from time to time, determine.

**Section 7.5. Resignation and Removal.** Any officer may be removed from office with or without cause by the Board. Any officer may resign at any time by giving written notice to the Board, the President, or the Secretary. Such resignation shall take effect on the date of receipt of such notice or at any later time specified therein, and unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

**Section 7.6. Vacancies.** A vacancy in any office may be filled through appointment by the Board. The officer appointed to such vacancy shall serve for the remainder of the term of the officer he replaces.

**Section 7.7. Multiple Offices.** The offices of Secretary and Treasurer may be held by the same person. No person shall simultaneously hold more than one of any of the other offices except in the case of special offices created pursuant to Section 7.4.

**Section 7.8. Duties.** The duties of the officers are as follows:

(a) **President.** The President shall preside at all meetings of the Board; shall see that orders and resolutions of the Board are carried out; shall sign all leases, mortgages, deeds and other written instruments and shall co-sign all checks and promissory notes.

(b) **Vice President.** The Vice President or Vice Presidents (including, without limitation, Executive Vice Presidents and Senior Vice Presidents), if any, shall generally assist the President and shall have such powers and perform such duties and services as shall from time to time be prescribed or delegated to him by the President or the Board.

(c) **Secretary.** The Secretary shall record the votes and keep the minutes of all meetings and proceedings of the Board and of the Members; serve notice of meetings of the Board and of the Members; keep appropriate current records showing the Members of the Association together with their addresses; and shall perform such other duties as required by the Board.

(d) **Assistant Secretaries.** Each Assistant Secretary shall generally assist the Secretary and shall have such powers and perform such duties and services as shall from time to time be prescribed or delegated to him or her by the Secretary, the President, the Board or any committee established by the Board.

(e) **Treasurer.** The Treasurer shall receive and deposit in appropriate bank accounts all monies of the Association and shall disburse such funds as directed by resolution of the Board; shall sign all checks and promissory notes of the Association; keep proper books of account in appropriate form such that they could be audited by a public accountant whenever ordered by the Board or the membership; and shall prepare an annual budget and a statement of income and expenditures to be presented to the membership at its regular meeting, and deliver a copy of each to the Members.

**ARTICLE VIII  
OTHER COMMITTEES OF THE BOARD OF DIRECTORS**

The Board may, by resolution adopted by affirmative vote of a majority of the number of Directors fixed by these Bylaws, designate two or more Directors (with such alternates, if any, as may be deemed desirable) to constitute another committee or committees for any purpose; provided, that any such other committee or committees shall have and may exercise only the power of recommending action to the Board of Directors and of carrying out and implementing any instructions or any policies, plans, programs and rules theretofore approved, authorized and adopted by the Board.

**ARTICLE IX  
BOOKS AND RECORDS**

The books, records and papers of the Association shall at all times, during reasonable business hours, be subject to inspection by any Member. The Association Restrictions shall be

available for inspection by any Member at the principal office of the Association, where copies may be purchased at reasonable cost.

## **ARTICLE X ASSESSMENTS**

As more fully provided in the Declaration, each Member is obligated to pay to the Association Assessments which are secured by a continuing lien upon the property against which the Assessments are made. Assessments shall be due and payable in accordance with the Declaration.

## **ARTICLE XI CORPORATE SEAL**

The Association may, but shall have no obligation to, have a seal in a form adopted by the Board.

## **ARTICLE XII DECLARANT PROVISIONS**

**Section 12.1. Conflict.** The provisions of this Article control over any provision to the contrary elsewhere in these Bylaws.

**Section 12.2. Board of Directors.** As provided in the Declaration, Declarant is entitled to appoint and remove all members of the Board of Directors until expiration of the Development Period (as defined in the Declaration). Until Declarant's right to appoint all members of the Board of Directors terminates, the Directors appointed by Declarant need not be Owners or residents and may not be removed by the Owners. In addition, Declarant has the right to fill vacancies in any directorship vacated by a Declarant appointee.

## **ARTICLE XIII AMENDMENTS**

**Section 13.1.** These Bylaws may be amended, (i) on or before the date on which the Development Period expires, by a majority vote or written consent of a majority of the Directors on the Board of Directors of the Association, and approval of Declarant, and thereafter (ii) at a regular or special meeting of the Directors, by a majority vote of the Directors taken at a meeting of the Directors at which quorum is present or majority written consent of all Directors.

**Section 13.2.** In the case of any conflict between the Certificate and these Bylaws, the Certificate shall control; and in the case of any conflict between the Declaration and these Bylaws, the Declaration shall control.

**ARTICLE XIV  
INDEMNIFICATION OF DIRECTORS AND OFFICERS**

THE ASSOCIATION SHALL INDEMNIFY EVERY DIRECTOR, SUB-ASSOCIATION REPRESENTATIVE AND OFFICER OF THE ASSOCIATION AGAINST, AND REIMBURSE AND ADVANCE TO EVERY DIRECTOR, SUB-ASSOCIATION REPRESENTATIVE AND OFFICER FOR, ALL LIABILITIES, COSTS AND EXPENSES' INCURRED IN CONNECTION WITH SUCH DIRECTORSHIP, REPRESENTATION OR OFFICE AND ANY ACTIONS TAKEN OR OMITTED IN SUCH CAPACITY TO THE GREATEST EXTENT PERMITTED UNDER THE TEXAS BUSINESS ORGANIZATION CODE AND ALL OTHER APPLICABLE LAWS AT THE TIME OF SUCH INDEMNIFICATION, REIMBURSEMENT OR ADVANCE PAYMENT; PROVIDED, HOWEVER, NO DIRECTOR, SUB-ASSOCIATION REPRESENTATIVE OR OFFICER SHALL BE INDEMNIFIED FOR: (A) A BREACH OF DUTY OF LOYALTY TO THE ASSOCIATION OR ITS MEMBERS; (B) AN ACT OR OMISSION NOT IN GOOD FAITH OR THAT INVOLVES INTENTIONAL MISCONDUCT OR A KNOWING VIOLATION OF THE LAW; (C) A TRANSACTION FROM WHICH SUCH DIRECTOR, SUB-ASSOCIATION REPRESENTATIVE OR OFFICER RECEIVED AN IMPROPER BENEFIT, WHETHER OR NOT THE BENEFIT RESULTED FROM AN ACTION TAKEN WITHIN THE SCOPE OF DIRECTORSHIP, REPRESENTATION OR OFFICE; OR (D) AN ACT OR OMISSION FOR WHICH THE LIABILITY OF SUCH DIRECTOR, SUB-ASSOCIATION REPRESENTATIVE OR OFFICER IS EXPRESSLY PROVIDED FOR BY STATUTE.

**ARTICLE XV  
MISCELLANEOUS**

The fiscal year of the Association shall begin on the first day of January and end on the 31<sup>st</sup> day of December of every year, except that the first fiscal year shall begin on the date of incorporation.

[signature page to follow]

I, the undersigned, being the Secretary of SOHO Square Property Owners Association, Inc., do hereby certify that the foregoing are the Bylaws of said non-profit corporation, as adopted by the Association's Board of Directors pursuant to a Unanimous Consent of Directors in Lieu of Organizational Meeting of the Corporation dated to be effective as of July 25, 2018.



Printed Name: J.J. Singh

Title: Secretary

Exhibit A

to the Bylaws

for

SOHO Square Property Owners Association, Inc.

**Records Copying, Production, and Retention Policy**

## EXHIBIT A TO THE BYLAWS

### SOHO SQUARE PROPERTY OWNERS ASSOCIATION, INC.

#### Records Production, Copying, and Retention Policy

**WHEREAS**, the Board of Directors (the "Board") of Soho Square Property Owners Association, Inc. (the "Association") wishes to adopt reasonable guidelines to establish Records Production and Copying Policy for the Association. The Board of Directors may supplement, amend, or modify this policy at any time and from time to time by Resolution of the Board; and

**WHEREAS**, the Board wishes to adopt these reasonable guidelines in compliance with Section 209.005 of the Texas Property Code ("Section 209.005") regarding Owner access to Association documents and records ("Records"); and

**WHEREAS**, the Board intends to file these guidelines with the Bylaws of the Association in the real property records of each county in which the subdivision is located, in compliance with Section 209.005 of the Texas Property Code; and

**NOW, THEREFORE, IT IS RESOLVED** that the following guidelines for Records Production and Copying are established by the Board:

1. Association Records shall be reasonably available to every owner. An owner may also provide access to Records to any other person (such as an attorney, CPA or agent) they designate in writing as their proxy for this purpose. To ensure a written proxy is actually from the owner, the owner must include a copy of his/her photo ID or have the proxy notarized.
2. An owner, or their proxy as described in section 1, must submit a written request for access to or copies of Records. The letter must:
  - a. be sent by certified mail to the Association's address as reflected in its most recent Management Certificate filed in the County public records; and
  - b. contain sufficient detail to identify the specific Records being requested; and
  - c. indicate whether the owner or proxy would like to inspect the Records before possibly obtaining copies or if the specified Records should be forwarded. If forwarded, the letter must indicate the format, delivery method and address:
    - i. format: electronic files, compact disk or paper copies
    - ii. delivery method: email, certified mail or pick-up
3. Within ten (10) business days of receipt of the request specified in section 2 above, the Association shall provide:
  - a. the requested Records, if copies were requested and any required advance payment had been made; or
  - b. a written notice that the Records are available and offer dates and times when the Records may be inspected by the owner or their proxy during normal business hours at the office of the Association; or
  - c. a written notice that the requested Records are available for delivery once a payment of the cost to produce the records is made and stating the cost thereof; or
  - d. a written notice that a request for delivery does not contain sufficient information to specify the Records desired, the format, the delivery method and the delivery address; or
  - e. a written notice that the requested Records cannot be produced within ten (10) business

## EXHIBIT A TO THE BYLAWS

days but will be available within fifteen (15) additional business days from the date of the notice and payment of the cost to produce the records is made and stating the cost thereof.

4. The following Association Records are not available for inspection by owners or their proxies:
  - a. the financial records associated with an individual owner; and
  - b. deed restriction violation details for an individual owner; and
  - c. personal information, including contact information other than an address for an individual owner; and
  - d. attorney files and records in the possession of the attorney; and
  - e. attorney-client privileged information in the possession of the Association.

The information in a, b and c above will be released if the Association receives express written approval from the owner whose records are the subject of the request for inspection.

5. Association Records may be maintained in paper format or in an electronic format. If a request is made to inspect Records and certain Records are maintained in electronic format, the owner or their proxy will be given access to equipment to view the electronic records. Association shall not be required to transfer such electronic records to paper format unless the owner or their proxy agrees to pay the cost of producing such copies.
6. If an owner or their proxy inspecting Records requests copies of certain Records during the inspection, Association shall provide them promptly, if possible, but no later than ten (10) business days after the inspection or payment of costs, whichever is later.
7. The owner is responsible for all costs associated with a request under this Policy, including but not limited to copies, postage, supplies, labor, overhead and third party fees (such as archive document retrieval fees from off-site storage locations) as listed below: (Please go to the Attorney General web-site for current charges) <https://texasattorneygeneral.gov/og/charges-for-public-information>
8. Any costs associated with a Records request must be paid in advance of delivery by the owner or their proxy. An owner who makes a request for Records and subsequently declines to accept delivery will be liable for payment of all costs under this Policy.
9. On a case-by-case basis, in the absolute discretion of the Association, and with concurrence of the owner, the Association may agree to invoice the cost of the Records request to the owner's account. Owner agrees to pay the total amount invoiced within thirty (30) days after the date a statement is mailed to the Owner. Any unpaid balance will accrue interest as an assessment as allowed under the Declarations.
10. On a case-by-case basis where an owner request for Records is deemed to be minimal, the Association or its managing agent reserves the right to waive notice under section 2 and/or fees under section 4.
11. All costs associated with fulfilling the request under this Policy will be paid by the Association's Managing Agent. All fees paid to the Association under this Policy



## EXHIBIT A TO THE BYLAWS

will be reimbursed to the Association's Managing Agent or paid directly to the Association's Managing Agent.

### **RECORDS RETENTION**

- 1. Policy.** This Policy represents the Association's policy regarding the retention and disposal of records and the retention and disposal of electronic documents.
- 2. Administration.** The Record Retention Schedule herein is approved as the initial maintenance, retention and disposal schedule for physical records of the Association and the retention and disposal of electronic documents. The Board or Secretary of the Association ("Administrator") is the officer in charge of the administration of this Policy and the implementation of processes and procedures to ensure that the Record Retention Schedule is followed. The Administrator is also authorized to: make modifications to the Record Retention Schedule from time to time to ensure that it is in compliance with local, state and federal laws and includes the appropriate document and record categories for the Corporation; monitor local, state and federal laws affecting record retention; annually review the record retention and disposal program; and monitor compliance with this Policy.
- 3. Suspension of Record Disposal In Event of Litigation or Claims.** In the event the Association is served with any subpoena or request for documents or any employee becomes aware of a governmental investigation or audit concerning the Association or the commencement of any litigation against or concerning the Association, such employee shall inform the Administrator and any further disposal of documents shall be suspended until such time as the Administrator, with the advice of counsel, determines otherwise. The Administrator will take such steps as is necessary to promptly inform all staff of any suspension in the further disposal of documents.
- 4. Applicability.** This Policy applies to all physical records generated in the course of the Association's operation, including both original documents and reproductions. It also applies to the electronic documents described above.

(Record Retention Schedule begins on next page)

# EXHIBIT A TO THE BYLAWS

## Record Retention Schedule

The Record Retention Schedule is organized as follows:

### SECTION TOPIC

- A. Accounting and Finance
- B. Contracts
- C. Corporate Records
- D. Electronic Documents
- E. Payroll Documents
- F. Personnel Records
- G. Property Records
- H. Tax Records

The following are the Association's retention periods. These apply to both physical and electronic documents. If no physical copy of an electronic document is retained, the means to 'read' the electronic document must also be retained. If a record does not fall within the following categories, Board approval must be obtained to dispose of such record.

### A. ACCOUNTING AND FINANCE

#### Record Type

Accounts Payable & Accounts Receivable ledgers and schedules

Annual Audit Reports and Financial Statements

Annual Audit Records, including work papers and other documents that relate to the audit

Bank Statements and Canceled Checks

Employee Expense Reports

General Ledgers

Notes Receivable ledgers and schedules

Investment Records

#### Retention

Period 7 years

Permanent

7 years after completion of audit

7

years

7

years

Permanent

## EXHIBIT A TO THE BYLAWS

### B. CONTRACTS

| <u>Record Type</u>   | <u>Retention Period</u>                 |
|--|---|
| Contracts and Related Correspondence (including any proposal that resulted in the contract and all other supportive documentation) | 4 years after expiration or termination |

### C. ASSOCIATION RECORDS

| <u>Record Type</u>  | <u>Retention Period</u> |
|---|-------------------------|
| Corporate Records (unless otherwise specifically addressed in this Policy - Governing Documents, Dedicatory Instruments, minute books, signed minutes of the Board and all committees, corporate seals, annual corporate reports) | Permanent               |
| Licenses and Permits  | Permanent               |
| Account records of current owners   | 5 years                 |

### D. ELECTRONIC DOCUMENTS

- 1. Electronic Mail:** Not all email needs to be retained, depending on the subject matter.
  - All e-mail—from internal or external sources—is to be deleted after 12 months.
  - Staff will strive to keep all but an insignificant minority of their e-mail related to business issues.
  - The Corporation will archive e-mail for six months after the staff has deleted it, after which time the e-mail will be permanently deleted.
  - The Corporation's business-related email should be downloaded to a service center or user directory on the server, when determined by the Board.
  - Staff will not store or transfer the Corporation's related e-mail on non-work-related computers except as necessary or appropriate for the Corporation's purposes.
  - Staff will take care not to send confidential/proprietary information to outside sources.
- 2. Electronic Documents:** Retention depends on the subject matter and follows D.1 above
- 3. Web Page Files: Internet Cookies**
  - All workstations: Internet Explorer should be scheduled to delete Internet cookies once per month.

## EXHIBIT A TO THE BYLAWS

### E. PAYROLL DOCUMENTS

| <u>Record Type</u>                     | <u>Retention Period</u>   |
|--|---------------------------|
| Employee Deduction Authorizations      | 4 years after termination |
| Payroll Deductions                     | Termination + 7 years     |
| W-2 and W-4 Forms                      | Termination + 7 years     |
| Garnishments, Assignments, Attachments | Termination + 7 years     |
| Payroll Registers (gross and net)      | 7 years                   |
| Time Cards/Sheets                      | 2 years                   |
| Unclaimed Wage Records                 | 6 years                   |

### F. PERSONNEL RECORDS

| <u>Record Type</u><br><u>Period</u>   | <u>Retention</u>   |
|---|--|
| EEO- I /EEO-2 - Employer Information Reports  | 2 years after superseded or filing<br>(whichever is longer)                                  |
| Employee Earnings Records   | Separation + 7 years   |
| Employee Handbooks  | 1 copy kept permanently  |
| Employee Personnel Records (including individual attendance records, application forms, job or status change records, performance evaluations, termination papers, withholding information, garnishments, test results, training and qualification records) | 6 years after separation   |
| Employment Contracts — Individual   | 7 years after separation   |
| Employment Records - Correspondence with Employment Agencies and Advertisements for Job Openings  | 3 years from date of hiring  |
| Employment Records - All Non-Hired Applicants (including all applications and resumes - whether solicited or unsolicited, results of post-offer, pre-employment physicals, results of background investigations, if any, related correspondence)            | 2-4 years (4 years if file contains any correspondence which might be construed as an offer) |
| Job Descriptions  |  |
| Record Retention Policy   | 3 years after  |

| <u>Record Type</u>      |                         | <u>Retention Period</u>                                   |
|-------------------------|-------------------------|---|
| Personnel Count Records |                         | 3 years   |
| Forms 1-9               | <b>PROPERTY RECORDS</b> | 3 years after hiring, or 1 year after separation if later |

| <u>Record Type</u>   | <u>Retention Period</u> |
|--|-------------------------|
| Correspondence, Property Deeds, Assessments, Licenses, Rights of Way | Permanent               |
| Property Insurance Policies  | Permanent               |

#### H. TAX RECORDS

| <u>Record Type</u>                                 | <u>Retention Period</u> |
|--|-------------------------|
| Tax-Exemption Documents and Related Correspondence | Permanent               |
| IRS Rulings  | Permanent               |
| Tax Bills, Receipts, Statements                    | 7 years                 |
| Tax Returns - Income, Franchise, Property          | Permanent               |
| Tax Workpaper Packages - Originals                 | 7 years                 |
| Annual Information Returns - Federal and State     | Permanent               |
| IRS or other Government Audit Records              | Permanent               |
| All other Tax Records                              | 7 years                 |

[certification and signature on next page]

Record Retention Policy

This is to certify that the foregoing Records Production, Copying, and Retention Policy was adopted by the Board of Directors, in accordance with Section 209.005 of the Texas Property Code, and supersedes any policy regarding records production which may have previously been in effect.

SOHO SQUARE PROPERTY OWNERS  
ASSOCIATION, INC.

Name: Chris Sugie  
Title: Secretary J.J. Smith  
Date: 3/13/19

Exhibit B

to the Bylaws

for

SOHO Square Property Owners Association, Inc.

Payment Plan Policy

EXHIBIT B TO THE BYLAWS

**SOHO SQUARE PROPERTY OWNERS ASSOCIATION, INC.**

**Alternative Payment Schedule Guidelines for Certain Assessments**

**WHEREAS**, the Board of Directors (the "Board") of Soho Square Property Owners Association, Inc. (the "Association") wishes to adopt reasonable guidelines to establish an alternative payment schedule by which an owner may make partial payments to the Association for delinquent regular or special assessments or any other amount owed to the Association. This policy may be supplemented, amended, or modified by Resolution of the Board; and

**WHEREAS**, the Board wishes to adopt these reasonable guidelines in compliance with Section 209.0062 of the Texas Property Code; and

**WHEREAS**, the Board intends to file these guidelines with the Bylaws of the Association in the real property records of each county in which the subdivision is located, in compliance with Section 209.0062 of the Texas Property Code; and

**NOW, THEREFORE, IT IS RESOLVED** that the following guidelines are established by the Board:

- I. Upon the request of a delinquent owner, the Association shall enter into an alternative payment schedule with such owner, subject to the following guidelines:
  - a. An Alternative Payment Schedule is only available to owners who have delinquent regular assessments, special assessments or any other amount owed to the Association.
  - b. An Alternative Payment Schedule will not be made available in the following cases: (1) to owners who have failed to honor the terms of a previous Alternative Payment Schedule during the two years following the owner's default of such previous Alternative Payment Schedule; (2) to owners who have failed to request an Alternative Payment Schedule prior to the 30-day deadline to cure the delinquency as set forth in the Association's letter sent pursuant to Tex. Prop. Code § 209.0064(b); and/or (3) to owners who have entered into an Alternative Payment Schedule within the previous 12 months. Notwithstanding the foregoing, the Board has discretion to allow any owner to enter into an Alternative Payment Schedule.
  - c. During the course of an Alternative Payment Schedule, additional monetary penalties shall not be charged against an owner so long as the owner timely performs all obligations under the Alternative Payment Schedule and does not default. However, the Association may charge reasonable costs for administering the Alternative Payment Schedule ("Administrative Costs") and, if interest is allowed under the Declaration, then interest will continue to accrue during the term of the Alternative Payment Schedule. The Association may provide an estimate of the amount of interest that will accrue during the term of the Alternative Payment Schedule.

Alternative Payments Schedule Policy



## EXHIBIT B TO THE BYLAWS

- d. The total of all proposed payments in an Alternative Payment Schedule must equal the sum of the current delinquent balance, the estimated interest, and any Administrative Costs; and may include any assessments that will accrue during the term of the Payment Plan.
- e. All payments under an Alternative Payment Schedule shall be due and tendered to the Association by the dates specified in the Alternative Payment Schedule and shall be made by cashier's checks or money orders.
- f. The minimum term for an Alternative Payment Schedule is 3 months from the date of the owner's request for an Alternative Payment Schedule. The Association is not required to allow an Alternative Payment Schedule for any amount that extends more than 18 months from the date of the owner's request for an Alternative Payment Plan.
- g. Any owner may submit to the Board a request for an Alternative Payment Schedule that does not meet the foregoing guidelines, along with any other information he/she believes the Board should consider along with such request (e.g. evidence of financial hardship). The Board, in its sole discretion, may approve or disapprove such a request for a non-conforming Alternative Payment Schedule. An owner who is not eligible for an Alternative Payment Schedule may still request an Alternative Payment Schedule, and the Board, in its sole discretion, may accept or reject such a request.
- h. Default
  1. The following shall result in an immediate default of an Alternative Payment Schedule:
    - i. The owner's failure to timely tender and deliver any payment when due under the Alternative Payment Schedule;
    - ii. The owner's failure to tender any payment in the full amount and form (e.g., cashier's check or money order) as specified in the Alternative Payment Schedule; or
    - iii. The owner's failure to timely comply with any other requirement or obligation set forth in the Alternative Payment Plan.
  2. Any owner who defaults under an Alternative Payment Schedule shall remain in default until his/her entire account balance is brought current.
  3. The Association is not required to provide notice of any default.
  4. Owners are not entitled to any opportunity to cure a default.
  5. While an owner is in default under an Alternative Payment Schedule,

### Alternative Payments Schedule Policy

EXHIBIT B TO THE BYLAWS

the owner's payments need not be applied to the owner's debt in the order of priority set forth in Tex. Prop. Code § 209.0063(a). But, in applying a payment made while the owner is in default, a fine assessed by the Association may not be given priority over any other amount owed to the Association.

6. The failure by the Association to exercise any rights or options shall not constitute a waiver thereof or the waiver of the right to exercise such right or option in the future.
  - i. All other terms of an Alternative Payment Schedule are at the discretion of the Board of Directors.

This is to certify that the foregoing Alternative Payment Schedule Guidelines for Certain Assessments was adopted by the Board of Directors, in accordance with Section 209.0062 of the Texas Property Code.

SOHO SQUARE PROPERTY OWNERS  
ASSOCIATION, INC.

Name: Qin Song  
Title: Secretary  
Date: 3/13/19

Alternative Payments Schedule Policy

Exhibit C

to the Bylaws

for

SOHO Square Property Owners Association, Inc.

**Collections Policy**

## **SOHO SQUARE PROPERTY OWNERS ASSOCIATION, INC.**

### **POLICIES AND PROCEDURES FOR THE COLLECTION OF ASSESSMENTS AND OTHER CHARGES OF THE ASSOCIATION**

The Board of Directors of SOHO Square Owners Association, Inc. (the "Association") has adopted the following policies and procedures for the collection of assessments and other charges of the Association. The policies and procedures detailed herein will be implemented on behalf of the Board of Directors or by its Managing Agent unless otherwise stated.

#### **Obligation to Pay Assessments**

Membership in the Property Owners Association is mandatory pursuant to the terms and conditions of the Declaration. A property owner is legally obligated to pay the Assessments to the Association even if the Association's facilities or amenities are not used by the property owner. The property owner may not withhold assessment payments even if the association is not providing maintenance or other services mandated by the Association's governing documents.

#### **Due Dates**

Pursuant to the Declaration, the annual assessment shall be paid annually on the first (1<sup>st</sup>) day of January of each year unless the Board determines a different schedule. The due date and delinquency date for a Special Assessment authorized per the Declaration shall be determined by the Board of Directors. Any installment of the Annual Assessment which is not paid in full by the thirtieth (30<sup>th</sup>) of the month is delinquent (the "Delinquency Date") and shall be assessed late fees and collection fees as provided below.

#### **Invoices and Statements**

The association may, but shall not be required to, invoice a property owner as a condition to an owner's obligation to pay assessment or other charges of the Association. As a matter of course, assessments are invoiced by statements. **Non-receipt of an invoice shall in no way relieve the property owner of the obligation to pay the amount due by the due date.** Property owners who do not receive their invoice are responsible for contacting the Management Company prior to the due date to request a replacement. Property owners are responsible for notifying the Management Company of their mailing address at the time of acquiring property ownership and any subsequent mailing address change. A Statement of Account reflecting the delinquent balance of a property owner's account is provided to all homeowners at least once. [1] The Statement of Account will include applicable late payment charges as detailed above. The Statement of Account is mailed by regular mail and is available on the Resident Portal of the Association's website, if applicable. Failure by the Association or its Managing Agent to provide a statement of account does not eliminate the owners' responsibility for payment of assessments when due.

#### **Late Payment Charges**

In the event any assessment, or any portion thereof, is not paid in full by the Delinquency Date, late charges in the amount up to \$25.00 shall be assessed against the Owner's account each month and every month until the assessment is paid in full. Such late charge, as and when levied, is secured by the Assessment Lien described in the Declaration, and will be subject to recovery in the manner provided herein for assessments. The Board may, in its sole discretion, waive the collection of any late charge; provided, however, that the waiver of any late charge shall not constitute a waiver of the Board's right to collect any late charges or any other charges in the future.

#### **Collection Fees**

In the event an account has not been paid in full following thirty (30) days from and after the due date established by the Board, the managing agent shall have the right to charge a monthly collection fee for each month an account

is delinquent. Additional fees for costs involving the processing of demand letters and notice of intent of attorney referral and other such additional collection efforts or actions taken shall apply and be in addition to the collection fee noted above. Other like notices requiring extra processing and handling which include but, are not limited to certified and/or return receipt mail processing shall also be billed back to the Owner's account for reimbursement to the Association or its managing agent. Collection fees and costs shall be added to the delinquent Owner's account.

#### **Return Payment Charges**

A non-negotiable fee equal to the amount of charge levied by the Bank to the Association will be assessed to the property owner for any payment processed that is not honored by a bank or financial institution for any reason including but not limited to insufficient funds notwithstanding, the minimum such charge shall be \$25.00. Such return payment charge shall be due and payable immediately upon demand. Any applicable late payment charges, which would have been assessed if the payment had not been made, may also be applied to the property owner's account. The payment of the outstanding account balance may be required to be paid with a money order or cashier's check. Personal checks will not be accepted to satisfy an outstanding account balance when an insufficient fund check makes up a portion of the balance.

#### **Referral of Delinquent Accounts to Attorneys**

The Association may, but shall not be required to, refer delinquent accounts to its attorney(s) for further collection action. The Association's attorney, at the direction of the Board of Directors and on behalf of the Association, may elect to pursue any available method of collection allowable under state law, which may include, but not be limited to, the filing of a lawsuit for foreclosure against the property owner.

#### **Referral of Delinquent Accounts to Lien Services, Collection and/or Credit Reporting Agencies**

The Association may but, shall not be required to refer delinquent accounts to lien services providers or collection agencies, ***including reporting delinquent accounts to any credit bureau or other agency providing credit histories to authorized entities, for further collection action.*** These service providers, at the direction of the Board of Directors and on behalf of the Association, may elect to pursue any available method of collection allowable under state law. All cost incurred by the Association for using the services of a Lien Service, Collection and/or Credit Reporting Agency are deemed costs of collection of the Association. Such costs of lien, collections and credit reporting, when incurred by the Association and added to an Owner's Account, are secured by the Assessment Lien described in Article 10 of the Declaration, and will be subject to recovery in the manner provided here in for assessments.

#### **Delinquent Statements and Notices**

##### **Delinquency Notices**

Each subsequent month the property owner's account remains delinquent, a series of delinquent account notices and / or demand for payment may be included with the Statement of Account, at the discretion of the Board or Managing Agent, if the property owner's account balance is greater than or equal to 30 days delinquent (based upon Due Date) and greater than or equal to 1 x Assessment Amount. Any handling charges, administrative fees, collection costs, postage or other expenses incurred by the Association in connection with the collection of any assessment or related amount owing beyond the Delinquency Date for such assessment will become due and owing by the Delinquent Owner to the Association or the Managing Agent.

##### **Notice 1**

A **similar notice** as shown below may be included with a property owner's Statement of Account and shall be sent once an owners' account has reached thirty (30) days past due or more. This notice shall be sent regular U.S. mail.

## Delinquent Account Notice

### **THE ASSOCIATION IS ATTEMPTING TO COLLECT A DEBT AND ANY INFORMATION OBTAINED WILL BE USED FOR THAT PURPOSE.**

Your account is delinquent. In accordance with the governing documents and policies adopted by the Association, delinquent accounts may be referred to an attorney for legal action, including filing a Notice of a Lien against your property. In addition to all applicable late fees and interest charges, you will be responsible for any collection fees and legal costs.

Please review your records and contact \_\_\_\_\_ if you believe there is a discrepancy. If you have already remitted a payment to bring your account current, please disregard this notice. If this information is correct, please remit a payment in the amount stated in the enclosed statement of account within ten (10) business days of the date of this notice. Additional fees may accrue subsequent to the date of this statement. Please remit your payment today to avoid further collection action.

Thank you for your cooperation in this matter.

### Notice 2

A **similar notice** as shown below may be included with a property owner's Statement of Account when the balance meets the criteria stated above and after Notice 1 has been sent and the owner remains delinquent. This notice shall be sent certified and regular U.S. mail.

#### **DELINQUENT ACCOUNT – SECOND NOTICE (30 Day Demand Letter)**

### **THE ASSOCIATION IS ATTEMPTING TO COLLECT A DEBT AND ANY INFORMATION OBTAINED WILL BE USED FOR THAT PURPOSE.**

Your account with the \_\_\_\_\_ is delinquent. Your balance, including assessments and late charges is reflected on the enclosed statement of account.

In accordance with the governing documents and policies adopted by \_\_\_\_\_ your account will be referred to the Association's attorney who will be authorized and instructed to file a Notice of Lien against your property. In addition to all applicable late fees and interest charges, you will be responsible for any collection fees and legal costs.

**YOU ARE HEREBY NOTIFIED** that failure to timely pay your Assessments is a violation of the Association's Declaration. To cure that violation, you must pay your account current within 30 days of the date of this statement.

Please review your records and contact \_\_\_\_\_ if you believe there is a discrepancy. If we do not hear from you we will assume that you agree with the amount owed as referenced on the enclosed statement.

Please remit a payment in the amount stated on the attached statement of account payable to \_\_\_\_\_. You may mail your payment \_\_\_\_\_ or you may pay online by visiting \_\_\_\_\_. Payment must be received within thirty (30) business days of the date of this notice to avoid further collection actions. If you would like to discuss payment options, please contact the billing department at Essex Association Management at the number provided above. Thank you for your cooperation in this matter.

### Notice 3

A **similar notice** as shown below may be included on a property owner's Statement of Account when the balance meets the criteria stated above and the previous Statement of Accounts including Notice 1 and Notice 2 have not resulted in the full payment of assessments and fees due. This notice will be sent prior to referral to an attorney, lien service, or collection agency for further collection action and shall be sent certified, return receipt requested and regular U.S. mail.

#### **Delinquent Account - Final Notice**

### **THE ASSOCIATION IS ATTEMPTING TO COLLECT A DEBT AND ANY INFORMATION OBTAINED WILL BE USED FOR THAT PURPOSE.**

Your account is delinquent and now pending referral to the Association's attorney in order to pursue further collection action.

Please review your records and contact \_\_\_\_\_ if you believe there is a discrepancy or if you would like to discuss payment options. If you have already remitted a payment to bring your account current, please disregard this notice. If this information is correct, please immediately remit a payment in the amount stated on the enclosed statement of account no later than ten (10) business days from the date of this notice. Your account may accrue additional amounts subsequent to the date of this statement.

Thank you for your cooperation in this matter.

### **Use of Regular Mail / Certified Mail**

In the event the Association shall send a delinquency notice or demand notice to a property owner by regular mail, certified or certified, return receipt requested, the association will use the property address unless the owner has contacted the Association or its Managing Agent and has provided updated mailing address information. Once the notice(s) have been placed in a U.S. mail receptacle or given to a U.S. postal representative, the notice will be considered to have been duly delivered. It is the sole responsibility of the owner to provide and maintain up to date mailing address information with the Association and/or its Managing Agent.

### **Waivers**

The Association may grant a waiver of any provision herein upon petition in writing by a property owner showing a personal hardship. Such relief granted a property owner shall be appropriately documented in the files with the person representing the Association granting the relief and the conditions of the relief. In addition, the Association is hereby authorized to extend the time for the filing of lawsuits and liens, or to otherwise modify the procedures contained herein, as the Association shall determine appropriate under the circumstances. The Association reserves the right to consider each petition or make its determination regarding referral to an attorney or a third party collection service on a case by case basis. Costs owed to the Managing Agent for their efforts in the processing, handling and collections of an account cannot be waived by the Association without the consent of the Managing Agent.

### **Effective Date and Enforcement**

The foregoing collection procedure has been adopted by the association and is effective as of the date of filing. Nothing specified in this document to adopt the policies and procedures contained herein, shall require the Association to take specific actions. The foregoing collection procedure is a directive by the Board of the Association to the Management Company and is intended to be a guide to collection of Assessments owed to the Association. The Board of the Association may at any time revise the foregoing collection procedure and may at any time direct the Management Company to proceed differently with collection of an individual account based on circumstances applicable to that account and advice and guidance from the Management Company or the Association's attorney. Failure by the Management Company or the Board of the Association to follow the foregoing collection procedure shall not in any way affect the property owner's obligation to pay all Assessments when due, along with all applicable late payment charges and costs of collection. To obtain any information regarding this collection procedure or to obtain the most up-to-date collection procedure, a property owner should contact the Management Company.

A Statement of Account and / or a delinquency notice will not be sent in cases whereby the Management Company has received notice of a property owner bankruptcy filed in the U.S. Bankruptcy Court, a Notice of Foreclosure on the owner's property or when an active payment plan is in place and being paid as agreed.

[1]The Management Company will continue to post assessments and applicable late payment penalties to the account. The attorney or lien service may, however, have other charges not reflected on the account or may have entered into payment arrangements not reflected on the account. The Management Company will adjust the account as instructed by the attorney or lien service as notified or at the time of closure.

This is to certify that the foregoing Collections Policy was adopted by the Board of Directors, in accordance with Section 209.005 of the Texas Property Code and supersedes any policy regarding records production which may have previously been in effect.

SOHO SQUARE PROPERTY OWNERS ASSOCIATION,  
INC.

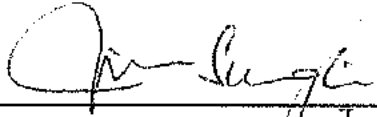
Name:   
Title: Secretary J.J. GNGH  
Date: 3/13/19



Exhibit D

to the Bylaws

for

SOHO Square Property Owners Association, Inc.

SOHO SQUARE  
PROPERTY OWNERS ASSOCIATION, INC.  
BYLAWS

**SOHO SQUARE PROPERTY OWNERS ASSOCIATION, INC.**  
**EMAIL REGISTRATION POLICY**

WHEREAS, the SOHO Square Property Owners Association, Inc. (the "Association") wishes to adopt reasonable guidelines to establish an E-mail Policy by which an owner may register his e-mail address to facilitate proper notice of annual and special meetings; and

WHEREAS, the Board wishes to adopt this E-mail Registration Policy in compliance with Section 209.0051(e) of the Texas Property Code; and

WHEREAS, the Board intends to file these guidelines in Dallas County, Texas in the real property records of each county in which the subdivision is located; and

NOW THEREFORE, IT IS RESOLVED that the following guidelines are established by the Board:

Terms used but not defined in this policy will have the meaning subscribed to such terms in that certain Declaration of Covenants, Conditions and Restrictions for SOHO Square Property Owners Association, Inc. recorded or to be recorded in the Official Public Records of Dallas County, Texas, as the same may be amended from time to time.

**Purpose.** The purpose of this Email Registration Policy is to facilitate proper notice of annual and special meetings of members of the Association pursuant to Section 209.0051(e) of the Texas Property Code.

**Email Registration.** Should the owner wish to receive any and all email notifications of annual and special meetings of members of the Association, it is the owner's sole responsibility to register his/her email address with the Association and to continue to keep the registered email address updated and current with the Association. In order to register an email address, the owner must provide their name, address, phone number and email address through the method provided on the Association's website, if any, and/or to the official contact information provided by the Association for the community manager.

**Failure to Register.** An owner may not receive email notification or communication of annual or special meetings of members of the Association should the owner fail to register his/her email address with the Association and/or properly and timely maintain

an accurate email address with the Association. Correspondence to the Association and/or Association manager from an email address or by any method other than the method described in Paragraph No. 2 above will not be considered sufficient to register such email address with the Association.

Amendment. The Association may, from time to time, modify, amend, or supplement this Policy or any other rules regarding email registration by Resolution of the Board and without consent or joinder of the Members.

SOHO SQUARE HOMEOWNERS ASSOCIATION, INC.

Name: J. J. Singh  
Title: Secretary J. J. SINGH  
Date: 3/13/19

**Filed and Recorded  
Official Public Records  
John F. Warren, County Clerk  
Dallas County, TEXAS  
03/14/2019 10:24:55 AM  
\$466.00  
201900063313**

*JF*

