

**UNANIMOUS CONSENT IN LIEU OF SPECIAL MEETING
OF THE BOARD OF DIRECTORS OF
THE AVIARY HOMEOWNERS ASSOCIATION, INC.**

November 5, 2007

The undersigned, constituting all of the members of the Board of Directors of **The Aviary Homeowners Association, Inc.**, a Texas non-profit corporation (the "Association"), pursuant to Article 1396-9.10 of the Texas Non-Profit Corporation Act, do hereby consent to and adopt in all respects the following actions by unanimous written consent, said actions to have the same force and effect as a unanimous vote by the undersigned at a special meeting of the Board of Directors duly called and held.

WHEREAS, the Declaration of Covenants, Conditions and Restrictions – The Aviary Addition (the "Declaration") recorded as Document #2001-0055208, the First Modification and Amendment of Declaration of Covenants, Conditions and Restrictions – The Aviary Addition (the "First Modification") recorded as Document #2001-0114172, the Second Modification and Amendment of Declaration of Covenants, Conditions and Restrictions –The Aviary Addition (the "Second Modification") recorded as Document #2001-0114173, the Supplemental Declaration of Protective Covenants – The Aviary Addition (the "Supplemental Declaration") recorded as Document #2001-0145859, the Supplemental Declaration of Protective Covenants – The Aviary Addition (the "Supplemental Declaration") recorded as Document #2004-0077634, the Third Modification and Amendment of Declaration of Covenants, Conditions and Restrictions –The Aviary Addition (the "Third Modification") recorded as Document #2006-0718000995900 and the Supplemental Declaration of Protective Covenants – The Aviary Addition (the "Supplemental Declaration") recorded as Document #2006-0718000995880 of the Official Records of Collin County, Texas, contemplates the payment of annual assessments on January 1 of each year in accordance with the Declaration; and

WHEREAS, the Declaration also contemplates that the Board of Directors of the Association will set annual assessments for subsequent years on or before November 30th of each year beginning in 2001; and

WHEREAS, the Board of Directors desire to enter into, consent to and adopt the following resolutions for purposes of setting the annual assessments which will be due and payable on January 1, 2008 for calendar year 2008; and

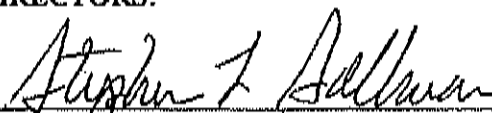
RESOLVED, that after taking into consideration anticipated revenues and expenditures for calendar year 2007, the annual assessment for calendar year 2008 shall be **\$400.00** per lot. Such annual assessments shall be due and payable by each Owner (as such term is defined in the Declaration and herein so called) on January 1, 2008; and

FUTHER RESOLVED, that Stephen L. Sallman, as President of the Association, or his duly appointed attorney-in-fact, be and he is hereby authorized and directed to deliver notice of the setting of the annual assessment for calendar year 2008 to each Owner, advising each Owner of that such annual assessment shall be due and payable in advance on January 1, 2008, and containing such other terms and provisions as said officer in such officer's judgment deems necessary, desirable or appropriate; and

FURTHER RESOLVED, that this consent may be executed in a number of counterparts and each counterpart hereof shall be deemed an original, but all of such counterparts taken together shall constitute but a single instrument.

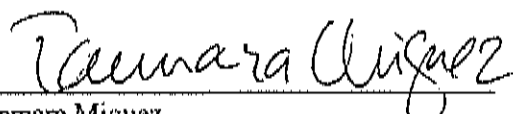
IN WITNESS WHEREOF, the undersigned have executed this consent to be effective as of, although not necessarily on November 5, 2007.

DIRECTORS:



Stephen L. Sallman

Steve Parsons



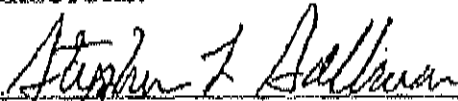
Tamara Miguez

FUTHER RESOLVED, that Stephen L. Sallman, as President of the Association, or his duly appointed attorney-in-fact, be and he is hereby authorized and directed to deliver notice of the setting of the annual assessment for calendar year 2008 to each Owner, advising each Owner of that such annual assessment shall be due and payable in advance on January 1, 2008, and containing such other terms and provisions as said officer in such officer's judgment deems necessary, desirable or appropriate; and

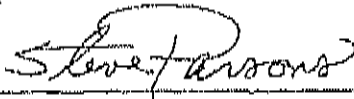
FURTHER RESOLVED, that this consent may be executed in a number of counterparts and each counterpart hereof shall be deemed an original, but all of such counterparts taken together shall constitute but a single instrument.

IN WITNESS WHEREOF, the undersigned have executed this consent to be effective as of, although not necessarily on November 5, 2007.

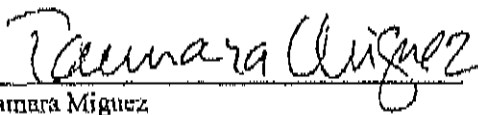
DIRECTORS:



Stephen L. Sallman



Steve Parsons



Tamara Miguez



**THIRD MODIFICATION AND AMENDMENT OF
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS**

THE AVIARY ADDITION

STATE OF TEXAS §
 §
COUNTY OF COLLIN §

KNOW ALL MEN BY THESE PRESENTS THAT:

THIS THIRD MODIFICATION AND AMENDMENT OF DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS (this "Second Modification") is made effective as of the date hereinafter specified by Dublin Murphy Estates, Ltd., a Texas limited partnership ("Declarant") and Dublin Road Estates, L.P., a Texas limited partnership ("Supplemental Declarant").

WITNESSETH:

WHEREAS, Declarant and/or Supplemental Declarant caused that certain Declaration of Covenants, Conditions and Restrictions dated as of March 13, 2001, to be filed as County Clerk's Document No. 2001-0055208 in Volume 4916, Page 3319 of the Official Records of Collin County, Texas, as modified and supplemented by that (i) certain First Modification and Amendment of Declaration of Covenants, Conditions and Restrictions dated as of August 17, 2001, filed as County Clerk's Document No. 2001-0114172 in Volume 5000, Page 1850 of the Official Records of Collin County, Texas, (ii) that certain Second Modification and Amendment of Declaration of Covenants, Conditions and Restrictions dated as of August 24, 2001, filed as County Clerk's Document No. 2001-0114173 in Volume 5000, Page 1854 of the Official Records of Collin County, Texas, (iii) that certain Supplemental Declaration of Protective Covenants dated September 12, 2001, filed as County Clerk's Document No. 2001-0145859 in Volume 5046, Page 0319 of the Official Records of Collin County, Texas, (iv) that certain Supplemental Declaration of Protective Covenants dated as of May 26, 2004, filed as County Clerk's Document No. 2004-0077634 in Volume 5678, Page 01816 of the Official Records of Collin County, Texas, and (v) that certain Supplemental Declaration of Protective Covenants dated as of July 17, 2006, filed as County Clerk's Document No. 2006-0718000 995880 of the Official Records of Collin County, Texas (collectively, the "Declaration");

WHEREAS, the Declaration pertains to certain property located in Collin County, Texas (the "Property"), together with any additional property thereafter added to the Declaration pursuant to a Supplemental Declaration of Protective Covenants;

WHEREAS, in accordance with Section 9.03 of the Declaration, Declarant and Supplemental Declarant desire to modify and amend the Declaration as the owner of more than fifty-one percent (51%) of the Tracts within the Subdivision;

NOW, THEREFORE, Declarant and Supplemental Declarant as the owner of more than fifty-one percent (51%) of the Tracts within the Subdivision, does hereby modify and amend the Declaration as hereinafter provided.

1. **Quorum.** Declarant and Supplemental Declarant do hereby modify and amend the Declaration by (a) deleting the words "fifty-one percent (51%)" contained in the first sentence of Section 2.03(a) of the Declaration, and (b) substituting in lieu thereof "twenty percent (20%)."

2. **Annual Assessments.** Declarant and Supplemental Declarant do hereby modify and amend the Declaration by (a) deleting the phrase "March 1" contained in the fourth sentence of Section 3.03 of the Declaration, and (b) substituting in lieu thereof "February 1." Declarant and Supplemental Declarant intend for any unpaid annual assessments to become delinquent on February 1 of the year in which assessed.

3. **Maintenance.** Declarant and Supplemental Declarant do hereby modify and amend the Declaration by adding a new Section 6.19 of the Declaration as follows:

"6.19 **Maintenance.** Without limiting any other requirements or provisions of this Declaration, the Owner of a Tract within the Subdivision shall comply with the following obligations with regard to such Owner's Tract:

- (a) All yards and lawns shall be kept and well maintained and all grass, weeds and vegetation on each Tract shall be kept mowed at regular intervals;
- (b) Trees, shrubs, vines and plants which die shall promptly be removed from each Tract and replacements of equal quality or value promptly installed;
- (c) Lawns must be properly maintained and fences must be repaired and maintained and no objectionable or unsightly usage of Tracts will be permitted which is visible to public view; and
- (d) Building materials shall not be stored on any Tract and any excess materials not needed for construction and any building refuse shall promptly be removed from each Tract.

If, at any time, and from time to time, an Owner shall fail to control weeds, grass or unsightly growth exceeding eight (8) inches in height, or otherwise fails to comply with the provisions of this Declaration, including, this Section 6.19, the Association shall have the right to go onto such Tract or direct a third-party service to go onto such Tract for the purpose of mowing and cleaning such Tract and enforcing compliance and shall have the authority and right to assess and collect from the Owner of such Tract the reasonable costs incurred in connection with such mowing or cleaning and otherwise enforcing compliance with this Declaration, including this Section 6.19."

4. **Approval of Plans.** Declarant and Supplemental Declarant do hereby modify and amend the Declaration by (a) deleting the reference to "ten (10) days" contained in Section 7.02 of the Declaration, and (b) substituting in lieu thereof "thirty (30) days."

5. **Binding Effect.** Except as modified and amended hereby, the terms and provisions of the Declaration shall remain in full force and effect as written.

6. **Capitalized Terms.** Except as provided herein to the contrary, capitalized terms used herein shall have the meanings ascribed thereto in the Declaration.

IN WITNESS WHEREOF, this Third Modification and Amendment of Declaration of Covenants, Conditions and Restrictions has been executed to be effective as of, although not necessarily on, July 17, 2006.

DECLARANT:

Dublin Murphy Estates, Ltd.,
a Texas limited partnership

By: Dublin Murphy, L.L.C.,
a Texas limited liability company,
General Partner

By: Stephen L. Sallman
Stephen L. Sallman,
a Manager

By: _____
Steve Parsons,
a Manager

SUPPLEMENTAL DECLARANT:

Dublin Road Estates, L.P.,
a Texas limited partnership

By: Warner Group, Inc.,
a Texas corporation,
General Partner

By: Stephen L. Sallman
Stephen L. Sallman,
a Member


IN WITNESS WHEREOF, this Third Modification and Amendment of Declaration of Covenants, Conditions and Restrictions has been executed to be effective as of, although not necessarily on, July 17, 2006.

DECLARANT:

Dublin Murphy Estates, Ltd.,
a Texas limited partnership

By: Dublin Murphy, L.L.C.,
a Texas limited liability company,
General Partner

By: _____
Stephen L. Sallman,
a Manager

By:  _____
Steve Parsons,
a Manager

SUPPLEMENTAL DECLARANT:

Dublin Road Estates, L.P.,
a Texas limited partnership

By: Warner Group, Inc.,
a Texas corporation,
General Partner

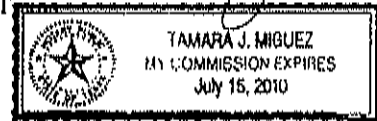
By: _____
Stephen L. Sallman,
a Member

STATE OF TEXAS §
COUNTY OF DALLAS §

This instrument was acknowledged before me on July 17, 2006, by Stephen L. Sallman, a Manager of Dublin Murphy, L.L.C., a Texas limited liability company, General Partner of Dublin Murphy Estates, Ltd., a Texas limited partnership, on behalf thereof and in the capacity herein stated.

(seal)

Tamara Miguez
Notary Public, State of T

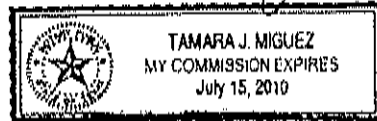


STATE OF TEXAS §
COUNTY OF DALLAS §

This instrument was acknowledged before me on July 17, 2006, by Steve Parsons, a Manager of Dublin Murphy, L.L.C., a Texas limited liability company, General Partner of Dublin Murphy Estates, Ltd., a Texas limited partnership, on behalf thereof and in the capacity herein stated.

(seal)

Tamara Miguez
Notary Public, State of Texas

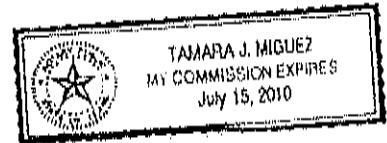


STATE OF TEXAS §
COUNTY OF DALLAS §

This instrument was acknowledged before me on July 17, 2006, by Stephen L. Sallman, a Member of Warner Group, Inc, a Texas corporation, General Partner of Dublin Road Estates, L.P., a Texas limited partnership, on behalf thereof and in the capacity herein stated.

(seal)

Tamara Miguez
Notary Public, State of Texas



After recording, return to:

Stephen L. Sallman
Warner Group, Inc.
4925 Greenville Avenue, Suite 1020
Dallas, Texas 75206

Filed and Recorded
Official Public Records
Branda Taylor, County Clerk
Collin County, TEXAS
07/18/2006 10:07:17 AM
\$22.00 FOSTER
20060718000995900



Branda Taylor