

and expense incurred in collecting Assessments, including, but not limited to court costs and attorney's fees.

1.04. Association. "Association" means and refers to White Oak Creek Ranch Property Owners' Association, Inc. and its successors and assigns.

1.05. Board of Directors. "Board of Directors" means and refers to the Board of Directors of White Oak Creek Ranch Property Owners' Association, Inc.

1.06. Bylaws. "Bylaws" mean the Bylaws of the Association as from time to time amended.

1.07. Certificate of Formation. "Certificate of Formation" shall mean the Certificate of Formation of White Oak Creek Ranch Property Owners' Association, Inc., and any amendments thereto, which have been or will be filed in the office of the Secretary of State of the State of Texas.

1.08. Common Area. "Common Area" means the portions of the Subdivision, including any applicable easements, owned by the Association for the common use and enjoyment of the Members including, but not limited to, the entrance, mailbox clusters, lake, park, dam, Lot 88X, easements and Roads together with such other property as the Association may acquire in the future for the common use and enjoyment of the Members.

1.09. Common Area Expense. "Common Area Expense" means all expense necessary to maintain, replace, repair and expand the Common Area as well as all necessary expense to operate the Association including, casualty and liability insurance, directors and officer's liability insurance and all other reasonable and necessary expenses of the Association. Additionally, Common Area Expense shall include, but are not limited to (a) the cost of repair and maintenance of the Roads, (b) mowing of the Common Area, (c) Common Area maintenance and replacement of landscaping, (d) maintenance of any drainage facilities, (e) maintenance of the dam and (f) as well as such other expense and capital enhancements as may be determined by the Board of Directors to promote the safety, health, recreation and welfare of the Members and maintain the Subdivision in an attractive manner.

1.10. Control Transfer Date. The "Control Transfer Date" shall mean the earlier date of: 1.) Developer no longer owns any part of the entire Subdivision, including but not limited to Common Area; 2.) Fifteen (15) years from date of recordation of this Declaration; or 3.) Developer, in its sole discretion, voluntarily relinquishes control of the Association as set forth in Sections 4.02(a) or 7.01 hereof. Notwithstanding this provision, on or before the 120th day after the date seventy five percent (75%) of the Lots that may be created and made subject to this Declaration are conveyed to owners other than Developer, at least one-third of the board members must be elected by owners other than the Developer.

1.11. Developer. "Developer" means and refers to White Oak Creek Ranch, LLC, a Delaware Limited Liability Company, its successors and assigns.

1.12. Improvement. "Improvement" means every structure and all appurtenances of

every type and kind, including but not limited to buildings, outbuildings, patios, storage buildings, barns, garages, decks, stairs, retaining walls, screening walls, fences, landscaping art or statuary, poles, signs, exterior air conditioning units, exterior water softener fixtures or equipment, pumps, wells, tanks, reservoirs, pipes, utilities, lines, meters, bulkhead, dock, pier, antennas, towers, satellite dishes or any other sound or data receivers or transmitters. The term "Improvement" excludes the interior of each residence, guest quarter, barn or other approved building and the ACC shall have no authority to approve or disapprove improvements made to the interior of such buildings where the exterior of the building is not affected by the interior improvement.

1.13. Member. "Member" means and refers to every current Owner of a Tract of land within the Subdivision.

1.14. Notice. Whenever any "notice" is required by these Restrictions, such notices shall be in writing and shall be deemed received when actually received, or five days after the deposit of such notice in the United States mail, postage prepaid and addressed to the last known address of an Owner appearing on the books of the Association, whether or not such notice is actually received. It shall be the duty of each Owner to keep the Association apprised of its current address.

1.15. Owner or Tract Owner. "Owner" or "Tract Owner" means and refers to the record owner, whether one or more persons or entities of the fee-simple title to any Lot(s) shown on the Plat, but shall not mean or refer to any mortgagee or subsequent holder of a mortgage, unless and until such mortgagee or holder has acquired title pursuant to foreclosure or any proceedings in lieu of foreclosure. Said term "Owner" shall also refer to the heirs, successors and assigns of any Owner. The Developer shall not be deemed an Owner.

1.16. Plans and Specifications. "Plans and Specifications" means any and all drawings and documents describing the construction or erection of any Improvement, including, but not limited to, those indicating location, size, shape, configuration, materials, site plans, excavation and grading plans, foundation plans, drainage plans, fencing plans, elevation drawings, floor plans, specifications concerning building products and construction techniques, samples of exterior colors and materials, plans for utility services, and all other documentation or information relevant to the construction or installation of any Improvement.

1.17. Plat. "Plat" means and refers to the plat of White Oak Creek Ranch Subdivision filed on May 16th, 2022 under Instrument Number 202204054 in the Map and Plat Records of Upshur County, Texas, and any and all subsequent revisions or amendments thereof recorded with the Upshur County Clerk's Office, Upshur County, Texas.

1.18. Recreational Vehicle or RV. Recreational Vehicle is defined in Section 3.08 hereof.

1.19. Roads. "Road" or "Roads" means property or any road located within the Subdivision which has been dedicated for the purpose of ingress and egress through the Subdivision for the benefit of the property Owners.

1.20. Special Assessment. "Special Assessment" shall have the meaning given to that term in Section 6.03 hereof.

1.21. Tract or Lot. "Tract" or "Lot" means any the 87 individual tracts of land or lots identified on the Plat or any amendments thereto. Lot 88X is a Common Area, and is not considered a Lot under these Restrictions.

1.22. Vote of Members. "Vote of the Members" means the affirmative vote of two thirds (2/3) of the Members entitled to vote who are present at a meeting of Members, either in person or by written proxy. In accordance with Section 5.04, only one Member is entitled to vote for each Tract and only one vote shall be counted for each Tract even though a Tract may have several Owners.

ARTICLE II

RESERVATIONS, EXCEPTIONS AND DEDICATIONS

2.01. Property Subject to Restrictions. The Subdivision, including all the individual Tracts, are subject to these Restrictions which shall run with the land and be binding on all parties having or acquiring any right, title or interest therein, or any part thereof, and shall inure to the benefit of each owner thereof.

2.02. Utility & Drainage Easements. The Subdivision and each Tract shall be subject to the easements reserved herein and in favor of the Association, the Owners and the utility companies. The utility easements and drainage easements are set forth on the Plat. In addition to the easements set forth on the Plat, a utility easement measuring twenty feet (20') in width and centered on the common boundary line that any Tract in the Subdivision shares with another Tract is reserved. The utility easements shall be used for the construction, maintenance and repair of utilities and drainage, including but not limited to, electrical systems, telephone, cable, water, gas, and any other utilities which the Developer or utility providers may install for the benefit of the Owners. Notwithstanding the foregoing, the Developer has no obligation to provide utilities and all such utilities shall be provided by the local utility companies in accordance with the policies of such utility companies. All utility and drainage easements in the Subdivision may also be used for the construction of drainage facilities in order to provide for improved surface drainage of the Tracts. The Developer reserves the right to grant specific utility easements without the joinder of any Owner to public utility providers within the boundaries of any of the easements herein reserved. Any utility company serving the Subdivision shall have the right to enter upon any utility and drainage easement for the purpose of installing, repairing, and maintaining their respective facilities. Neither Developer, the Association, nor any utility company, political Subdivision or other authorized entity using the easements herein reserved shall be liable for any damages done by them or their assigns, agents or employees to fences, shrubbery, trees and lawns or any other property of the Owners located within the easements.

2.03. Construction of Improvements on Utility And Drainage Easements. No buildings or walls shall be located over, under, upon or across any portion of any utility and drainage easement. The Owner of each Tract shall have the right to construct, keep and maintain concrete drives, landscaping, fences and similar improvements across any utility and drainage easement, and shall be entitled to cross such easements at all times for purposes of gaining access to and from such Tracts, provided, however, any concrete drive, landscaping, fencing or similar improvement placed upon any utility and drainage easement shall be constructed, maintained and used at the

Owner's risk and each Owner shall be responsible for repairing any damage caused by the utility providers to Improvements constructed within the easements located on his Tract.

2.04. Mailboxes. All mailboxes located within the subdivision will be erected at the designated location on an easement held by the Association. The construction of mailboxes will be coordinated with the United States Postal Service. The Association or the Developer (prior to the Control Transfer Date) shall have the right to make such other rules and regulations regarding the location and construction of mailboxes as may be reasonable and necessary.

2.05. Water Easement. Lots 46, 47, 48, 49, 68, 69 and 70, are subject to an easement to all Members to use the surface of the lake. Each Member and their guests are allowed to use the surface of the lake, but may only enter the lake from either their own lot or by the Common Area park located on Lot 88X.

2.06. Prohibition of Motorized Watercraft. No motorized watercraft, including but not limited to electric motors and gasoline powered motors, are allowed on the Common Area lakes.

2.07. Restrictions on Vehicles in Common Area – Lot 88X. The only vehicles permitted to drive over the Common Area park identified on the Plat as Lot 88X, shall be ATV, UTV and golf cart type vehicles. No street legal vehicles are allowed.

2.08. Indemnity to Upshur County, Texas. The Plat contains indemnities to Upshur County, Texas and any governmental entity or public utility entity that owns public improvements within the Subdivision.

2.09. Gas Well Site & Access Area. The Plat shows multiple Gas Well Sites & Access Areas. If a Lot is affected by a Gas Well Site & Access Area, that designated area, as shown on the Plat, cannot have any Improvements constructed within the designated Gas Well Site & Access Area. This is a prohibition on any Improvements, including but not limited to fencing.

ARTICLE III

USE RESTRICTIONS FOR TRACTS

3.01. Single Family. Except as specifically set forth in these Restrictions, all Tracts shall be used for single-family residential purposes only. Except as expressly permitted herein, only one single-family residence for each Tract is permitted.

3.02. Minimum Square Footage. Except as provided below, every single-family residence shall contain at least one thousand (1,000) square feet of living area, excluding porches, garages, and storage areas. For all waterfront lots, those being Lots 46-70, every single-family residence shall contain at least twelve hundred (1,200) square feet of living area, excluding porches, garages and storage areas.

3.03. Garages. All single family residence units, except approved guest quarter, must have a garage or carport. All garages and carports must be constructed out of the same materials as used for the main residence. All garages and carports shall obtain prior written approval from

the Architectural Control Committee for design and placement on the Tract.

3.04. Guest Quarter. One guest quarter may be built upon each Tract provided the guest quarter contains at least five hundred (500) square feet. A guest quarter must be built along with or after the construction of the main residence and may not be built or occupied prior to the main residence unit being occupied. A guest quarter must be constructed with material harmonious with the main residence, and located behind main residence. Guest quarter maximum size can be no more than fifty percent (50%) of the main residence square footage.

3.05. Barns, Workshops & Storage Buildings. One permanent metal, rock, wood and/or hardiplank barn, workshop, or storage building of reasonable size shall be allowed so long as such building has either rock/masonry wainscot beginning at the bottom of the building and extending three feet (3') upward on front of the building. Detailed Plans and Specifications for barns and workshops must be submitted to the Developer or ACC in order to be considered for approval. Such structures must be located behind the main residence site and may be constructed on the Tract prior to the main residence being constructed or occupied. No portable storage buildings shall be allowed. All barns, workshops, and storage buildings must be approved by the Developer or, after the Control Transfer Date, the ACC. Additional barns, workshops and storage buildings may be constructed after the main residence is built and occupied if approved by the Developer or, after the Control Transfer Date, the ACC.

3.06. Barns as Temporary Living Space. A guest quarter located inside of a barn which is constructed on the Property shall be allowed so long as the guest quarter is not used as a permanent residence. A guest quarter shall not be rented for income. Such guest quarter may be used as the Owner's temporary residence during the construction of the main residence or as a "weekend getaway" for such Owner prior to the construction of the residence.

3.07. No Mobile Homes. No mobile, manufactured, modular, container or move-in homes are permitted to be located on any Tract. No Improvement of any kind that is built offsite and moved onto a Tract is permitted.

3.08. Temporary Structures & Use of RVs. No structure of a temporary character, whether trailer, motor home, recreational vehicle, tent, basement, shack, garage, barn or other outbuilding shall be maintained or used on any Tract at any time as a residence, either temporarily or permanently, except as provided below. No Tract shall be used as a camping ground.

Prior to the construction of a residence on a Tract, an Owner may use a recreational vehicle camper or motor home (Recreation Vehicle or "RV") for camping purposes no more than seven (7) days out of any thirty (30) day period and no more than sixty (60) days per year. TEMPORARY CAMPING OR USING ANY TYPE OF RECREATIONAL VEHICLE, WILL NO LONGER BE PERMITTED, ONCE FIFTY PERCENT (50%) OR MORE OF THE LOTS IN THE SUBDIVISION HAVE RESIDENCES BUILT ON THEM. With written approval from the ACC, an RV may be used as a temporary residence during construction, not to exceed twelve (12) months, provided an approved septic system has been installed for the RV and the RV is placed at the rear of the construction site.

Temporary structures, including a business office, portable restroom facilities, or construction storage facilities may be located on a Tract while the main residence for a Tract is actively under construction, provided that such are removed upon substantial completion of construction and are not located on a Tract for longer than the time allowed for construction of a main residence pursuant to Section 3.11 hereunder.

The Developer reserves the exclusive right to install and make use of a temporary office or temporary storage facilities within Subdivision while the Developer is selling Tracts or building homes in the Subdivision.

3.09. Storage of Trailers, RVs and Boats. All trailers, RVs, trucks (other than pickups with a rated capacity of one (1) ton or less), boats, personal water craft, tractors, wagons, buses, motorcycles, motor scooters, all-terrain vehicles, golf carts and other recreational vehicles, lawn or garden equipment, farm or ranch equipment, construction equipment and other similar items shall be stored in enclosed structures or screened from view from any road.

3.10. Construction Sites. All construction sites shall have sufficient portable restroom facilities or other adequate restroom facilities as determined by the Architectural Control Committee or Developer prior to Control Transfer Date. Construction Sites shall be kept neat and clean at all times and comply with such construction site guidelines as may be established by the Architectural Control Committee from time to time.

3.11. Construction Time. Any construction of any Improvement shall be completed, as to the exterior, within twelve (12) months from the construction commencement date.

3.12. Construction Materials. All Improvements must use construction materials such as wood, rock, brick, hardiplank, metal or stucco. The use of aluminum siding or vinyl siding is prohibited. The Architectural Control Committee or the Developer prior to Control Transfer Date may authorize the use of other materials on a case by case basis. Barns and other out buildings may be constructed of metal or materials listed above.

3.13. Roofing Materials. Only the following roofing materials may be used for the main residence, guest quarter, and garages: slate, stone, concrete tile, clay tile, or other tile of ceramic nature, metal or composition shingles with a thirty (30) year or more warranty. Colors of roofing material are subject to the approval of the Architectural Control Committee or the Developer (prior to the Control Transfer Date) approval. The Architectural Control Committee or the Developer (prior to the Control Transfer Date) shall have the authority and sole discretion to approve other roof treatments and materials which are harmonious with the surrounding homes and the Subdivision as a whole. The materials and colors of Roofs on all other structures must be approved by the Architectural Control Committee or Developer (prior to the Control Transfer Date). Owners may install roof shingles that are wind and hail resistant, energy efficient or solar generating, if the quality and appearance are comparable to the Subdivision standard. All such materials will need approval from the Architectural Control Committee or Developer (prior to the Control Transfer Date).

3.14. Color. All exterior color schemes for Improvements are subject to the prior written

approval of the Architectural Control Committee or Developer (prior to the Control Transfer Date).

3.15. Masonry. On all waterfront lots, those being Lots 46-70, any residence, guest quarter, or garage shall be constructed with at least three feet (3') of brick or stone wainscot on the front and two sides. Any residence, guest quarter, or garage constructed on a non waterfront lot must have at least three feet (3') of brick or stone wainscot on the front of the building.

3.16. Propane Fuel Storage. Propane fuel storage for residential use may be located on the Tracts and may be placed above ground or below ground. The exact location and quantity of said fuel storage tanks are subject to written approval of the Architectural Control Committee or Developer (prior to the Control Transfer Date). All above ground tanks, pumps, vent pipes and other equipment must be concealed or attractively screened.

3.17. Consolidated Building Site. Any Owner of one or more adjoining Tracts may, with the prior written approval of the Architectural Control Committee or Developer (prior to the Control Transfer Date), consolidate two or more Tracts into one Tract or building site, in which case the common boundary line between any combined Tract shall be eliminated and the setback lines shall be measured from the remaining exterior boundary lines. Any portion of any building line, utility and drainage easement located within the common boundary lines of any combined Tract shall be eliminated if such easements are not being used at the time any Tracts are combined. Any Tracts which are combined as provided above shall still be assessed as two Tracts for Assessment purposes. Developer shall not be liable for any fees associated with Tract consolidation.

3.18. Setback Lines and Lighting. Except for fencing, light posts, driveways, walkways and landscaping, no Improvements shall be located nearer than twenty five feet (25') from the property line of any Tract that abuts any road or ten feet (10') on the sides, and twenty feet (20') for the rear of the property. Well and Septic setback lines shall be fifty feet (50') from all property lines. Additionally, on all waterfront lots, those being Lots 46-70, no Improvement may be constructed within twenty feet (20') of the waterline, with exception of an approved bulkhead, dock or pier. The maximum size of a dock or pier that will be considered for approval is 10ft x 10 ft. No Improvement may extend more than ten feet (10') over the water surface, or be within normal setbacks from side property lines. Any exterior lighting, including but not limited to light post, must be approved by the Architectural Control Committee or Developer (prior to the Control Transfer Date). The Architectural Control Committee or Developer (prior to the Control Transfer Date) has the sole discretion to reject any exterior lighting, as it is the intent of these restrictions that exterior lighting be installed so that there is down lighting. The Architectural Control Committee or Developer (prior to the Control Transfer Date) may waive or alter any setback line, if in the Architectural Control Committee's or Developer's (prior to the Control Transfer Date) sole discretion, such waiver or alteration is necessary to permit effective utilization of a Tract due solely to drainage or land contour related concerns.

3.19. Maintenance. The Owner shall keep its Improvements in good condition and repair at all times and ensure that all Improvements are adequately painted and otherwise maintained by the Owner.

3.20. Alteration or Removal of Improvements. No exterior Improvements shall be altered, modified, or removed without the prior written approval of the Architectural Control Committee or Developer (prior to the Control Transfer Date). Improvements may be repainted the same color without approval of the Architectural Control Committee or Developer (prior to the Control Transfer Date).

3.21. Walls and Fences. Walls, fences and light posts, if any, must be approved prior to Construction by the Architectural Control Committee or Developer (prior to the Control Transfer Date) and must be constructed of new material, and unless otherwise permitted by the Architectural Control Committee or Developer (prior to the Control Transfer Date), constructed of masonry, wrought iron, wood, metal, pipe, or ranch fencing with t-posts. Wood fences must be constructed in a low profile, open view, style with horizontal rails. Fence heights shall not exceed five feet (5'). Chain link fencing is prohibited, except if used as a dog run and only if such fencing is not visible from any road. If pipe fencing is used, such fences must have a minimum of one (1) horizontal pipe along the front of the Lot and otherwise conform with the Architectural Control Committee's or Developer's (prior to the Control Transfer Date) specifications. The Subdivision's perimeter fencing is an individual Owner's responsibility. Any modifications or replacements must be approved by the Developer or, after the Control Transfer Date, the ACC. The perimeter fencing cannot be removed.

3.22. Driveways. The first thirty linear feet (30') of any driveway which is connected to any Road shall be constructed of concrete, asphalt, chip and seal, compacted crushed granite or brick pavers. Upon approval from the Architectural Control Committee or Developer (prior to the Control Transfer Date), another improved surface may be approved. All driveways shall begin where the paved portion of any Road ends. All driveways must be shown on the Plans and Specifications submitted to the Architectural Control Committee or Developer (prior to the Control Transfer Date), be completed no later than thirty (30) days after the completion of the main residence and be approved by the Architectural Control Committee or Developer (prior to the Control Transfer Date) prior to construction.

3.23. Prohibited Activities and Nuisance. No activity shall be conducted on any Tract which is not related to the occupation of a Tract for single family residential purposes, unless said activity meets the following criteria: (a) no exterior sign of the activity is present, (b) no additional traffic is created as a result of the activity, and (c) no toxic substances (as determined at the sole discretion of the Association) are stored on the Tract. Nothing herein shall prohibit the use of home offices in compliance with the preceding subsections (a), (b) and (c). This restriction is waived in regard to the customary sales activities required to sell homes in the Subdivision. No activity which constitutes a nuisance or annoyance shall occur on any Tract. The Association shall have the sole and absolute discretion to determine what constitutes a nuisance or annoyance. All exterior lighting must be approved by the Developer or, after the Control Transfer Date, the ACC. The Developer or ACC has the sole discretion to reject any exterior lighting, as it is the intent of these restrictions that exterior lighting be installed so that there is down lighting.

3.24. Garbage and Trash Disposal. No Tract shall be used to maintain as a dumping ground for rubbish, landscape trimmings, or other debris. All Tracts shall be kept in a neat and orderly condition. No refrigerators, freezers, washing machines, dryers, furniture, tools,

equipment, toys, or other such items shall be stored outside of a building on any Tract. No junk of any kind or character shall be kept on any Tract. Trash, garbage, landscape trimmings, or other debris shall not be allowed to accumulate on any Tract. Any such items shall be kept in sanitary containers and shall be disposed of regularly in accordance with all applicable laws, rules and regulations. All equipment for the storage or disposal of trash and other debris shall be kept in a clean and sanitary condition. Except on established garbage collection days and in connection solely with that collection process, all trash containers shall be stored in enclosed structures or screened from view from any road. Controlled burn piles are permitted in accordance with applicable laws, rules, and regulations of the State of Texas and Upshur County, Texas.

3.25. Unregistered or Junked Motor Vehicles Prohibited. No Tract shall be used as a depository for abandoned, junked or unregistered motor vehicles, boats, airplanes, trailers or other similar items.

3.26. Signs. No signs, advertising, billboards, or advertising structure of any kind may be erected or maintained on any Tract without the consent in writing of the Architectural Control Committee or Developer (prior to the Control Transfer Date). Political signs for a political candidate or ballot item for election, as set forth in the Texas Election Code §259.002, may be displayed on a Lot but can only be displayed on or after the 90th day before the date of the election to which the sign relates and must be removed 11 days after the election. The sign must be ground mounted, 2'x 3' in size and a Tract Owner may only display one sign for each candidate or ballot item. In addition to other signs which may be allowed by the Architectural Control Committee or Developer (prior to the Control Transfer Date), the Architectural Control Committee or Developer (prior to the Control Transfer Date) shall allow one (1) professionally made sign not more than twenty-four inches (24") by thirty inches (30") advertising Owner's Tract for sale or rent and one (1) professionally made sign, not more than twelve inches (12") by twenty-four inches (24") identifying the name of the Tract Owner. The term "professionally made sign" does not include plastic or metal pre-made "for sale" signs. No signs shall be nailed to a tree. Signs erected on any Tract advertising Lots for sale shall not be permitted during the Developer's control of the Subdivision. However, a Builder can place one professional sign on a Lot advertising his services or residence for sale.

3.27. Animal Husbandry. Domestic livestock and exotic animals shall be allowed on all Tracts, so long as such animals do not exceed one (1) animal for every one (1) fenced acre and do not become a nuisance or threat to other Owners. The Association shall have the sole discretion in determining if any animal is a nuisance and make regulations on banning such animal. Pigs and hogs are not allowed on any Tract, unless it is an approved FFA or 4-H animal. Chickens, turkeys and other birds shall only be allowed so long as such birds are kept in a coup and do not exceed twenty (20) birds per Tract. Regardless of lot size, coups must be preapproved by the ACC in writing to ensure they are screened from view. All animals being raised by the individual Owners must be kept in a fenced area on the Owner's Tract. No overgrazing is permitted on any portion of the Tract as determined by the sole discretion of the Association. Dogs, cats or other common household pets may be kept on a Tract. Dogs will not be permitted to run loose in the Subdivision and must be kept on a leash when not fenced in on an Owner's Tract. Dogs and cats must be vaccinated for rabies and other diseases required by applicable laws, rules, and regulations and shall be licensed or registered as may be required by applicable laws, rules, and regulations. No

feedlots for any type shall be permitted.

3.28. Mineral Development. No Owner shall be allowed to permit on their own behalf, commercial drilling, mineral development operations, mineral refining, quarrying, mining or water operation of any kind in, on or under any Tract owned by such Owner. Developments of water sources for an individual Owner's use, including the construction of windmills for individual water extraction are permitted provided that advance written approval of the Architectural Control Committee or Developer (prior to the Control Transfer Date) is obtained.

3.29. Drainage. Natural established drainage patterns for drainage will not be impaired by any Owner. Driveway culverts must be installed and shall be of sufficient size to afford proper drainage of ditches without allowing water to pool, back up or be diverted from its natural course. Drainage culvert installation is subject to the inspection and approval of the Architectural Control Committee or Developer (prior to the Control Transfer Date) and shall comply with any applicable governmental rules and regulations. All water retainage structures (ponds, dams and other facilities) not already existing within the Subdivision must be reviewed and approved by the Architectural Control Committee or Developer (prior to the Control Transfer Date) prior to construction and must comply with all governmental rules and regulations.

3.30. Subdividing. No Tract may be subdivided into smaller tracts.

3.31. Maintenance and Landscaping of Lots. It shall be the responsibility of each Owner to prevent the development of any unclean, unsightly, or unkempt condition of buildings or grounds on such Tract which would tend to substantially decrease the beauty and safety of the Subdivision as a whole or the specific area.

3.32. Pre-Existing Improvements. Notwithstanding anything contained in these Restrictions, the following pre-existing improvements that are located within the Subdivision are approved and shall be deemed in compliance with these Restrictions for any and all purposes: the barn on Lot 9; the residence, carport and pipe fencing on Lot 46; the well house, barn, storage building, corrals and pipe fencing located on Lot 82; and the RV barn and entrance gate on Lot 83.

3.33. Docks. Lakefront properties may install a dock with the written approval of the Architectural Control Committee or Developer (prior to the Control Transfer Date). Docks will be size restricted to no more than a surface area of 10' x 10' and cannot extend more than ten feet (10') from the shoreline. Encapsulated Styrofoam floaters are required on all floating docks. Barrels may not be used as a material for dock construction. The construction of a fixed dock is encouraged. A dock may be installed prior to the construction of any Improvements on the Tract. Plans and Specifications for the boat dock must be submitted in PDF format. A non-refundable fee of one hundred and twenty five dollars (\$125.00) is required at time of plan submittal to cover administrative costs involving the approval process.

ARTICLE IV **ARCHITECTURAL CONTROL COMMITTEE**

4.01. Basic Control & Applications.

- (a) No Improvements of any character shall be erected or placed, or the erection or placing thereof commenced, or changes made to the exterior design or appearance of any Improvement, without first obtaining the Architectural Control Committee's or Developer's (prior to the Control Transfer Date) approval. No demolition or destruction of any Improvement by voluntary action shall be made without first obtaining the Architectural Control Committee's or Developer's (prior to the Control Transfer Date) approval.
- (b) Each application made to the Architectural Control Committee or Developer (prior to the Control Transfer Date) for approval, shall contain an application in the form specified by the Architectural Control Committee or Developer (prior to the Control Transfer Date), two sets of professionally drawn Plans and Specifications for all proposed Improvements, showing the location of all Improvements on the Lot, and any applicable fees or deposits together with such other reasonable necessary information as the Architectural Control Committee or Developer (prior to the Control Transfer Date) shall request. These plans must be submitted in PDF format to the Developer, or after the Control Transfer Date, to the ACC. A non-refundable fee of \$250.00 is required at time of plan submittal to cover administrative costs involving the approval process.
- (c) After the Control Transfer Date, members of the Architectural Control Committee may not include a board member, a board member's spouse, or anyone living in a board member's household.

4.02. Architectural Control Committee.

- (a) All ACC authority is initially vested in the Developer. The ACC authority of the Developer shall cease upon the appointment of a three (3) member Architectural Control Committee by the Developer. The Developer shall continue to have ACC authority as to any Plans and Specifications or Construction projects submitted to the Developer prior to the initial appointment of the ACC members.
- (b) After the initial members of the ACC are appointed by the Developer, the Developer shall cause an instrument transferring ACC authority to the Association to be recorded in the Official Public Records of Real Property, Upshur County, Texas. Subsequent appointments of the ACC members shall be by the Board of Directors. The ACC members shall serve staggered terms with the first term ending on the date of the next succeeding annual meeting of Members following the Control Transfer Date. After the Control Transfer Date, each Member of the ACC must be a Tract Owner in the Subdivision.
- (c) After the Control Transfer Date, members of the Architectural Control Committee may not include a board member, a board member's spouse, or anyone living in a board member's household.

4.03. Effect of Inaction. All approvals or disapprovals issued by the ACC shall be in writing. In the event the ACC fails to approve or disapprove any request received by it in compliance with Article IV within thirty (30) days following the submission of a completed application and full compliance with the declarations set out herein, such request shall be deemed approved and the construction of any Improvements may commence in accordance with the Plans and Specifications submitted for approval. Any ACC approval obtained as a result of inaction by the ACC shall not authorize the construction of any Improvement in violation of these Restrictions.

4.04. Effect of Approval. The granting of an ACC approval (whether in writing or by lapse of time) shall constitute only an expression of opinion by the ACC that the proposed Improvement to be erected complies with these Restrictions; and such approval shall not prevent the Association from requiring removal of any Improvement which fails to comply with these Restrictions. Further, no ACC member shall incur any liability by reason of the good faith exercise of the authority granted hereunder.

4.05. Variance. The ACC or the Developer, may on a case by case basis, authorize variances from the requirements of the Restrictions if, in the reasonable opinion of the ACC or the Developer, the Restrictions unreasonably restrain the development of a Lot in accordance with the general scheme of the Subdivision. The Developer will retain the right to grant variances after the Control Transfer Date so long as the Developer continues to own a Lot or Common Area in the Subdivision. All variances shall be in writing and signed by the Developer or if granted by the ACC then it must be signed by at least two (2) members of the ACC. No violation of these Restrictions shall be deemed to have occurred with respect to any matter for which a variance is granted. The granting of such a variance shall not operate to waive any of the terms and provisions of these Restrictions for any purpose except as to the particular Lot and improvements and the particular provision covered by the variance, nor shall it affect in any way the Owner's obligation to comply with all governmental laws and regulations affecting the use of the Owner's Lot.

ARTICLE V
WHITE OAK CREEK RANCH
PROPERTY OWNERS' ASSOCIATION, INC.

5.01. Non-Profit Corporation. White Oak Creek Ranch Property Owners' Association, Inc., a non-profit corporation, has been (or will be) organized and it shall be governed by the Certificate of Formation and Bylaws of said Association; and all duties, obligations, benefits, liens and rights hereunder in favor of the Association shall vest in said corporation.

5.02. Bylaws. The Association has adopted, or may adopt, whatever Bylaws it may choose to govern the organization and operation of the Association, provided that the same are not in conflict with the terms and provisions hereof.

5.03. Membership. Every person or entity who is a record Owner of any Tract shall be a "Member" of the Association. The foregoing is not intended to include persons or entities that hold an interest merely as security for the performance of an obligation or those only having an interest in the mineral estate. Memberships shall be appurtenant to and may not be separated from the Tracts. Regardless of the number of persons who may own a Tract, there shall be but one

membership for each Tract and one (1) vote for each Tract. Ownership of a Tract shall be the sole qualification for Membership.

5.04. Voting Rights. The Association shall have two classes of voting memberships. Developer shall be entitled to ten (10) votes for each Tract owned. Each Tract, other than those owned by the Developer, shall have only one vote regardless of the number of Owners of the Tract. In the event that more than one person owns a Tract and the group of Owners do not have a unified vote for purposes hereunder, then the Association shall not recognize the vote for that Tract and such vote shall not be counted when the calculating membership votes. Notwithstanding the foregoing, the presence of any Tract Owner at a meeting of Members permits the inclusion of the Tract represented when calculating any necessary quorum.

ARTICLE VI **ASSESSMENTS**

6.01. Assessments. Each Owner by acceptance of a deed therefore, whether or not it shall be expressed in any such deed or other conveyance, is deemed to covenant and agree to pay to the Association the Assessments provided herein. The Assessments shall be a charge on the Tracts and shall be a continuing lien upon the Tract against which each such Assessment is made. Both Annual and Special Assessments must be fixed at a uniform rate for all Tracts subject to assessment and may be collected on a monthly basis or on an annual basis at the discretion of the Board of Directors.

6.02. Annual Assessment.

- (a) An Annual Assessment shall be paid by each of the Owners and the Annual Assessment shall be used to pay all reasonable and necessary operating expenses and reserve requirements of the Association as herein provided and the Common Area Expenses. The Annual Assessment for the year of purchase shall be pro-rated as of the purchase date and then shall be paid annually.
- (b) The initial amount of the Annual Assessment shall be five hundred dollars (\$500.00) per Tract. The Annual Assessment is payable in advance and is due on the thirty first (31st) day of January during each calendar year. All other matters relating to the collection, expenditure and administration of the Annual Assessment shall be determined by the Board of Directors of the Association, subject to the provisions hereof.
- (c) The Board of Directors of the Association, from and after the Control transfer Date, shall have the further right at any time to adjust, alter, increase or decrease the Annual Assessment from year to year as it deems proper to meet the reasonable operating expenses and reserve requirements of the Association and to enable the Association to carry out its duties hereunder. However, the Board of Directors shall not increase the Annual Assessment by more than ten percent (10%) from the previous year without the affirmative Vote of the Members.

6.03. Special Assessments. In addition to the Annual Assessment, the Association, upon the Vote of the Members, may levy Special Assessments from time to time to cover unbudgeted expenses or expenses in excess of those budgeted.

6.04. Interest of Assessment. Any Assessment which is not paid within thirty (30) days after the due date shall bear interest from the due date at the lesser of (i) the rate of eighteen percent (18%) per annum or (ii) the maximum rate permitted by law.

6.05. Creation of Lien and Personal Obligation. In order to secure the payment of the Assessments, each Tract Owner hereby grants the Association a contractual lien on such Tract which may be foreclosed, pursuant to the provisions of the Texas Property Code (and any successor statute); and each such Owner hereby expressly grants the Association a power of sale in connection therewith. The Association shall, whenever it proceeds with foreclosure pursuant to the provisions of the Texas Property Code, shall designate in writing a Trustee to post or cause to be posted all required notices of such foreclosure sale and to conduct such foreclosure sale. The Trustee may be changed at any time and from time to time by the association by means of written instrument executed by the President or any Vice-President of the Association and filed of record in the Official Public Records of Real Property of Upshur County, Texas. In the event the Association has determined to non-judicially foreclose the lien provided herein pursuant to the provisions of the Texas Property Code and to exercise the power of sale hereby granted, the Association, or the Association's agent, shall give notice of the foreclosure sale as provided by the Texas Property Code as then amended. Upon request by the Association, the Trustee shall give any further notice of foreclosure sale as may be required by the Texas Property Code as then amended and shall convey such Tract to the highest bidder for cash by Trustee's Deed. Out of the proceeds of such sale, if any, there shall first be paid all expenses incurred by the Association in connection with collecting the Assessments and foreclosing on the Tract, including reasonable attorney's fees and a reasonable trustee's fee; second, from such proceeds there shall be paid to the Association an amount equal to the amount of the Assessment in default; and third, the remaining balance shall be paid to the Owner or Lien Holder for the benefit of the Owner. Following any such foreclosure, each occupant of a Tract which is foreclosed upon shall be deemed a tenant at sufferance and may be removed from possession by any and all lawful means, including a judgment for possession in an action for forcible detainer.

In the event of non-payment by any Owner of any Assessment or other charge, fee, assessment levied hereunder, the Association may, in addition to foreclosing the lien hereby retained, and exercising the remedies provided herein, exercise all other rights and remedies available at law or in equity, including but not limited to bringing an action at law against the Owner personally obligated to pay the same.

It is the intent of the Provisions of this 6.05 to comply with the provisions of the Texas Property Code relating to non-judicial sales by power of sale. In the event of the amendment of the Texas Property Code, the Association, acting without joinder of any Owner or Mortgagee, may, by amendment to these Restrictions, file any required amendments to these Restrictions so as to comply with said amendments to the Texas Property Code or any other statute applicable to foreclosures.

Notwithstanding anything contained this Article VI, all notices and procedures relating to foreclosures shall comply with Chapter 209 of the Texas Property Code.

6.06. Notice of Lien. In addition to the right of the Association to enforce the Assessment, the Association may file a claim of lien against the Tract of the delinquent Owner by recording a Notice ("Notice of Lien") setting forth (a) the amount of the claim of delinquency, (b) the interest thereon, (c) the costs of collection which have been accrued thereon, (d) the legal description and street address of the Tract against which the lien is claimed, and (e) the name of the Owner thereof. Such Notice of Lien shall be signed and acknowledged by an officer of the Association or other duly authorized agent of the Association. The lien shall continue until the amounts are fully paid or otherwise satisfied. When all amounts claimed under the Notice of Lien and all other costs and assessments which may have accrued subsequent to the filing of the Notice of Lien and all other costs and assessments which may have accrued subsequent to the filing of the Notice of Lien have been paid or satisfied, the Association shall execute and record a notice releasing the lien upon payment by the Owner of a reasonable fee as fixed by the Association to cover the preparation and recordation of such release of lien instrument.

6.07. Liens Subordinate to Mortgages. The lien described in this Article VI shall be deemed subordinate to any lien in favor of any bank, mortgage company, real estate lending establishment, financial institution, insurance company, savings and loan association, or any other third party lender, including the Developer, who may have advanced funds, in good faith, to any Owner for the purchase, improvement, equity lending, renewal, extension, rearrangement or refinancing of any lien secured by a Tract, provided that any such lien holder has made due inquiry as to the payment of any required assessments at the time the lien is recorded. Any consensual lien holder who obtains title to any Tract pursuant to the remedies provided in a deed of trust or mortgage or by judicial foreclosure shall take title of the Tract free and clear of any claims for unpaid assessments or other charges against said Tract which accrued prior to the time such holder acquired title to such Tract. No such sale or transfer shall relieve such holder from liability for any Assessments or other charges or assessments thereafter becoming due. Any other sale or transfer of a Tract shall not affect the Association's lien for Assessments or other charges or assessments. The Association shall make a good faith effort to give each such mortgage sixty (60) days advance written notice of the Association's foreclosure of an Assessment lien, which notice shall be sent to the nearest office of such mortgage by prepaid United State registered or certified mail, return receipt requested, and shall contain a statement of delinquent Assessment or other charges or assessments upon which the said action is based, provided however, the Association's failure to give such notice shall not impair or invalidate any foreclosure conducted by the Association pursuant to the provisions of this Article VI.

6.08. Purpose of the Assessments. The Annual Assessments and Special Assessments shall be used exclusively for the purpose of promoting the health, safety, security and welfare of the Subdivision and the maintenance of the Common Area. In particular, the Assessments shall be used for any improvement or services in furtherance of these purposes and the performance of the Association's duties described herein, including the maintenance of any Roads, Subdivision drainage easements, Common Area, Common Area Expenses, the enforcement of these Restrictions and the establishment and maintenance of reserve funds. The Assessments may be used by the Association for any purpose which, in the judgment of the Association's Board of

Directors, is necessary or desirable to maintain the property value of the Subdivision, including but not limited to, providing funds to pay all taxes, insurance, repairs, utilities and any other expense incurred by the Association. Except for the Association's use of the Assessments to perform its duties as described in these Restrictions, the use of the Assessments for any of these purposes is permissive and not mandatory. It is understood that the judgment of the Board of Directors as to the expenditure of Assessments shall be final and conclusive so long as such judgment is exercised in good faith.

NOTICE IS HEREBY GIVEN THAT THE STREETS, ROADS AND ROAD RIGHTS OF WAY INSIDE THE SUBDIVISION ARE PRIVATE STREETS, AND ARE NOT TO BE MAINTAINED BY ANY PUBLIC ENTITY. THE STREETS, ROADS AND ROAD RIGHTS OF WAY SHALL BE PART OF THE COMMON AREA TO BE MAINTAINED BY THE ASSOCIATION.

6.09. Handling of Assessments. The collection and management of the Assessment shall be performed by the Developer until the Control Transfer Date, at which time the Developer shall deliver to the Association all funds on hand together with all books and records of receipt and disbursements. The Developer, and upon transfer, the Association, shall maintain a separate account for these funds.

6.10. Developer Exemption. In consideration of the Subdivision infrastructure, the Developer shall be exempt from the payment of all Assessments.

ARTICLE VII

DEVELOPER'S RIGHTS AND RESERVATIONS

7.01. Period of Developer's Rights and Reservations. Developer shall have, retain and reserve certain rights as set forth in these Restrictions with respect to the Association from the date hereof, until the earlier of the date the Developer gives written notice to the Association of Developer's termination of the rights described in this Article VII or the Control Transfer Date. The Developer rights, those being the same as Declarant Rights, set forth in these Restrictions shall not be released until such time as a document relinquishing said rights is filed of record or the Developer no longer holds record title to any Common Area or a Lot in the Subdivision. The rights and reservations hereinafter set forth shall be deemed accepted and reserved in each conveyance by the Developer whether or not specifically stated therein. The rights, reservations and easements set forth herein shall be prior and superior to any other provisions of this Declaration and may not, without Developer's prior written consent, be modified, amended, rescinded or affected by any amendment to this Declaration. Developer's consent to any amendment shall not be construed as consent to any other amendment.

7.02. Developer's Rights to Grant and Create Easements. Developer shall have and hereby reserves the right, without the consent of any Owner or the Association, to grant or create temporary or permanent easements throughout the Subdivision, for ingress, egress, utilities, cable and satellite television systems, communication and security systems, drainage, water and other purposes incidental to the development, sale, operation and maintenance of the Subdivision. The rights reserved to the Developer under this Section 7.02 apply to the entire Subdivision, including

Tracts previously sold by the Developer.

7.03. Developer's Rights to Convey Common Area to the Association. Developer shall have and hereby reserves the right, but shall not be obligated to, convey real property and improvements thereon, if any, to the Association for use as Common Area at any time and from time to time in accordance with these Restrictions, without the consent of any other Owner or Association.

7.04. Annexation of Additional Areas. Developer may cause additional real property to be annexed into Subdivision, by causing a written Annexation Declaration confirming the annexation thereof, to be recorded in the Official Public Records of Real Property of Upshur County, Texas. No consent shall be required of the Association or any Member thereof, each Owner being deemed to have appointed the Developer as his agent and attorney-in fact to effect this Annexation, which power hereby granted to the Developer is and shall be a power coupled with any interest. Thereafter, the Association shall be the Association for the entirety of the Development, including the annexed property.

7.05. Developer Control of Association and ACC. Until such time Developer elects to establish the Association and the ACC all authority and powers reserved to the Association, the Board of Directors or the ACC shall be held and exercised by the Developer. The Developer may elect to transfer control of the Association or the ACC at the same time or at different times in which case the Control Transfer Date may be different for the Association and the ACC. The initial Board of Directors of the Association shall be designated by the Developer.

ARTICLE VIII

DUTIES AND POWERS OF THE PROPERTY OWNER'S ASSOCIATION

8.01. General Duties and Powers of the Association. The Association has been formed to further the common interest of the Members. The Association, acting through the Board of Directors or through persons to whom the Board of Directors has designated such powers (and subject to the provisions of the bylaws), shall have the duties and powers hereinafter set forth and, in general, the power to do anything that may be necessary or desirable to further the common interest of the Members and to improve and enhance the attractiveness, desirability and safety of the Subdivision. The Board of Directors shall minimally be composed of three individuals serving three year staggered terms, with the titles of President, Vice-President, and Secretary/Treasurer, being assigned annually by the board of Directors.

8.02. Duty to Accept the Property and Facilities Transferred by Developer. The Association shall accept title to any real property, improvements to real property, personal property and any related equipment which the Developer transfers to the Association, together with the responsibility to perform any all maintenance and administrative functions associated therewith, provided that such property and responsibilities are not inconsistent with the terms of these Restrictions. Property interest transferred to the Association by the Developer may include fee simple title, easements, leasehold interests and licenses to use such property. Any property or interest in property transferred to the Association by the Developer shall, except to the extent otherwise specifically approved by resolution of the Board of Directors, be transferred to the Association free and clear of all liens and mortgages (other than the lien for property taxes and

assessments not then due and payable) but shall be subject to the terms of any declaration of covenants, conditions and restriction or easements set forth in the transfer instrument. Except as otherwise specifically approved by resolution of the board of Directors, no property or instrument transferred to the Association by the Developer shall impose upon the Association any obligation to make monetary payments to the Developer or any affiliate of the Developer including, but not limited to, any purchase price, rent charge or fee.

8.03. Other Insurance Bonds. The Association shall obtain such insurance as may be deemed necessary or desirable by the Board or by law, including but not limited to, comprehensive liability and casualty insurance, worker's compensation insurance, fidelity and indemnity insurance, officers and directors liability insurance, as well as such other insurances or bonds as the Association shall deem necessary or desirable.

8.04. Duty to Prepare Annual Budgets. The Association shall prepare an annual budget for the Association and deliver a copy of the annual budget to the Members along with, or prior to, the delivery of the invoice sent to each Owner for the Annual Assessment. The Association shall strive to deliver the annual budget and the Annual Assessment invoice at least thirty (30) days before the start of each calendar year.

8.05. Duty to Levy and Collect Assessments. The Association shall levy, collect and enforce the Assessments as provided in these Restrictions.

8.06. Duty to Provide Annual Financial Statement. The Association shall prepare an annual financial statement, including a balance sheet, for review by the Members.

8.07. Duties with Respect to Architectural Approvals. The Association, through the ACC, shall perform the ACC duties described in these Restrictions.

8.08. Power to Acquire Property and Construct Improvements. The Association may acquire property or an interest in property (including leases and easements) for the common benefit of Owners including any improvements and personal property. The Association may construct improvements on the Subdivision property and may demolish any existing improvements.

8.09. Power to Adopt Rules and Regulation. The Association shall have the power to make reasonable rules and regulations regarding the use of the Common Area. The Association shall also have the right to promulgate such rules and regulations with respect to the Subdivision so long as the Board of the Association deems such rules and regulations necessary to promote the recreation, health, safety and welfare of the Members of the Association, or may be necessary or desirable to further the common interest of the Members and to improve and enhance the attractiveness, desirability and safety of the Subdivision all in accordance with the provisions of these Restrictions. The rules and regulations may be enforced in the same manner as any other provision of these Restrictions.

8.10. Enforcement of Restrictions. The Association (or any Owner if the Association fails to do so after reasonable written notice) shall enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by

the provisions of these Restrictions. Failure by the Association or any Owner to enforce any covenants or restrictions herein contained shall in no event be deemed a waiver of the right to do so thereafter. If it becomes necessary for any Owner or the Association to file a Court action to enforce these Restrictions, the defaulting Owner shall be liable for all reasonable attorney's fees and costs incurred by the enforcing Owner or the Association to obtain compliance by the defaulting Owner. The defaulting Owner shall be liable for all damages suffered by the enforcing Owner or the Association which shall be in an amount established by the Court.

8.11. Remedies. In the event a Tract Owner fails to remedy any violation of these Restrictions, after written notice by the Association, the Association, or its authorized representatives, may take any one or more of the following actions:

- (a) Enter upon the Tract Owner's property and remove the violating condition, document the violating condition and/or cure the violation, at the expense of the Tract Owner, and the violating Tract Owner shall pay on demand all costs and expenses, including reasonable attorney's fees, incurred by the Association in removing such violating condition;
- (b) Assess a charge of \$50.00 per day against any Tract Owner and/or his Tract until the violating condition is corrected. The Violation charge may be increased by the Association in accordance with increases in the National Consumer Price Index using 2022 as a base year. Failure to pay such assessment by the violating Tract Owner within ten (10) days from receipt of assessment will result in a lien against the Tract with the same force and effect as the lien for Annual or Special Assessments;
- (c) File suit in order to enforce the above remedies and/or pursue any other remedy which may be available at law or in equity;
- (d) Suspend an Owner's right to use the Common Area; and/or
- (e) Take any action allowed by the Texas Property Code.

After a Tract Owner receives a written notice of a violation of these Restrictions, the violating Tract Owner shall not be entitled to any further notice of the same violation if it occurs within a six (6) month period. The Association reserves the easement across each Owner's Tract for the purpose of correcting or removing conditions in violation of these Restrictions, and in doing so, shall have no liability for trespass or other tort in connection therewith, or arising from such correction or removal of a violating condition. The Association shall further have the right to have any vehicle or other property stored or used in violation of these Restrictions removed from the Owner's Tract at the expense of the Owner and stored at the expense of the Owner.

ARTICLE IX

GENERAL PROVISIONS

9.01. Term. The provisions hereof shall run with the land and shall be binding upon all

Owners, their guests and invitees and all other persons claiming under them for a period of forty (40) years from the date these Restrictions are recorded. These Restrictions shall be automatically extended for successive periods of twenty (20) years each time unless these Restrictions are cancelled by a two-thirds (2/3) majority vote of every Member entitled to vote and an appropriate document is recorded evidencing the cancellation of these Restrictions.

9.02. Amendments. Except for any amendment affecting any existing Improvements, these Restrictions may be amended or changed, in whole or in part, at any time by a two-third (2/3) affirmative vote of every Member entitled to vote. Copies of any records pertaining to such amendments shall be retained by the Association permanently.

9.03. Amendment by the Developer. The Developer shall have and reserve the right at any time prior to the Control Transfer Date, without the joinder or consent of any Owner or other party, to amend these Restrictions by an instrument in writing duly signed, acknowledged, and filed for record so long as the Developer owns any land in the Subdivision and provided that any such amendment shall be consistent with and is furtherance of the general plan and scheme of development of the Subdivision and evidenced by these Restrictions or if needed to comply with state law.

9.04. Severability. Each of these provisions of these Restrictions shall be deemed independent and severable and the invalidity or unenforceability or partial invalidity or partially unenforceability of any provision or portion hereof shall not affect the validity or enforceability of any other provision.

9.05. Liberal Interpretation. The provisions of these Restrictions shall be liberally construed as a whole to effectuate the purpose of these Restrictions.

9.06. Successors and Assigns. The provisions hereof shall be binding upon and inure to the benefit of the Owners, the Developer and the Association, and their respective guests, invitees, heirs, legal representatives, executors, administrators, successors and assigns.

9.07. Effect of Violation on Mortgages. No violation of the provisions herein contained or any portion thereof, shall affect the lien of any mortgage or deed of trust presently or hereafter placed of record or otherwise affect the rights of the mortgage under any such mortgage, the holder of any such lien or beneficiary of any such mortgage, lien or deed of trust may, nevertheless, be enforced in accordance with its terms, subject, nevertheless, to the provisions herein contained.

9.08. Terminology. All personal pronouns used in these Restrictions, whether used in the masculine, feminine or neuter gender, shall include all other genders, the singular shall include the plural and vice versa. Title of Articles and Sections are for convenience only and neither limits nor amplifies the provisions of these Restrictions. The terms "herein", "hereof" and similar terms, as used in this instrument, refer to the entire agreement and are not limited to referring only to the specific paragraph, Section or Article which such terms appear.

IN WITNESS WHEREOF, the undersigned, being the Developer, herein, has hereunto set its hand on this the 11th day of May, 2022.



AFFIDAVIT AUTHENTICATING DOCUMENT

THE STATE OF TEXAS §
§
COUNTY OF UPSHUR §

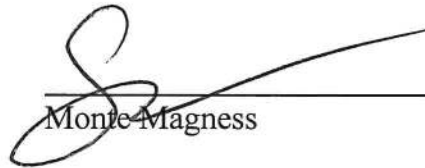
BEFORE ME, the undersigned authority, on this day personally appeared Monte Magness, who, being by me duly sworn, on oath stated and deposed as follows:

“My name is Monte Magness. I am the president of White Oak Creek Ranch Property Owners’ Association, Inc.

“Attached to this affidavit is a true and correct copy of the Bylaws for White Oak Creek Ranch Property Owners’ Association, Inc. These Bylaws have been duly adopted by White Oak Creek Ranch Property Owners’ Association, Inc.

“These Bylaws are being filed in the Official Records of Upshur County, Texas pursuant to Sections 202.001 and 202.006 of the Texas Property Code.

FURTHER AFFIANT SAITH NOT.”



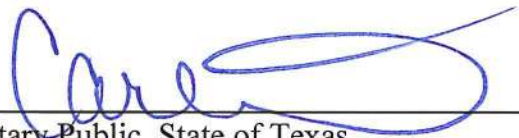
Monte Magness

THE STATE OF TEXAS §
 §
COUNTY OF Parker §

CERTIFICATE OF ACKNOWLEDGMENT

Before me, the undersigned Notary Public, on this day personally appeared Monte Magness who is personally known to me (or proved to me through a federal or state issued ID with photo and signature of person identified) to be the person whose name is subscribed to the foregoing instrument, and who has acknowledged to me that he is the President of White Oak Creek Ranch Property Owners' Association, Inc. and that by authority duly given and as the act of White Oak Creek Ranch Property Owners' Association, Inc. executed the instrument for the purposes and considerations expressed.

Given under my hand and seal of office on the 14 day of May 2022.



Notary Public, State of Texas



**BYLAWS OF
WHITE OAK CREEK RANCH PROPERTY OWNERS' ASSOCIATION, INC.,
A NONPROFIT CORPORATION**

**ARTICLE I
DEFINITIONS**

The words, phrases and terms used in these Bylaws shall have the meanings as set forth in the Declaration of Covenants, Conditions, Restrictions, Easements, Charges, and Liens for White Oak Creek Ranch Subdivision executed by White Oak Creek Ranch, LLC, as Developer therein, and recorded in the Official Records of the County Clerk's office in Upshur County, Texas (as modified, amended or supplemented, from time to time, the "Declaration").

Section 1.1 "Association" means and refers to White Oak Creek Ranch Property Owners' Association, Inc., its successors and assigns, a nonprofit Texas Corporation.

Section 1.2 "Common Area" means all real property, if any, owned by the association for the common use and enjoyment of the Owners, and property designated by the Declaration as Common Area.

Section 1.3 "Developer" means and refers to White Oak Creek Ranch, LLC, a Delaware Limited Liability Company, its successors and assigns.

Section 1.4 "Declaration" means and refers to the Declaration of Covenants, Conditions, Restrictions, Easements, Charges and Liens for White Oak Creek Ranch Subdivision, as it may be amended from time to time.

Section 1.5 "Lot" means and refers to any lot of land shown on the recorded Subdivision plat with the exception of the Common Area and as further set forth in the Declaration of Covenants, Conditions, Restrictions, Easements, Charges and Liens for White Oak Creek Ranch Subdivision.

Section 1.6 "Member" means and refers to an Owner who is a member of the Association as provided in Article I of the Declaration of Covenants, Conditions, Restrictions, Easements, Charges and Liens for White Oak Creek Ranch Subdivision.

Section 1.7 "Owner" means and refers to the record Owner, whether one or more persons or entities, of the fee-simple title to any Lot(s) later developed, but shall not mean or refer to any mortgagee or subsequent holder of a mortgage, unless and until such mortgagee or holder has acquired title pursuant to foreclosure or any proceedings in lieu of foreclosure. Said term "Owner" shall also refer to the heirs, successors and assigns of any Owner. The Developer shall not be deemed an Owner.

Section 1.8 "Subdivision" means and refers to all property including Lots and Common Area on the plat of the Subdivision filed by the Developer in the Map and Plat Records of Upshur County Texas and all areas subject to the Declaration. All references to "White Oak Creek Ranch"

or "Properties" means this Subdivision as defined in this Section 1.8.

ARTICLE II
ADMINISTRATION OF SUBDIVISION

Section 2.1 Power and Authority: The Association shall have the following powers and authority:

A. To own, purchase, manage, maintain, repair and replace the Common Area or any other part of the Property for which the Association is responsible under the Governing Documents, as well as any or all of the equipment or property of any type used in connection with the maintenance and preservation thereof.

B. To make assessments against the Owners of Lots in the Subdivision for payment of expenses incurred in accordance with the provisions of the Declaration or as otherwise permitted by law.

C. To promulgate such rules and regulations with respect to the Subdivision, and to perform such deeds and acts as are deemed necessary to achieve the aforesaid objectives, and to promote the recreation, health, safety and welfare of the Members of the Association, all in accordance with the provisions of the Declaration.

D. To do or undertake any other lawful act or activity for which nonprofit corporations may be organized under the Texas Nonprofit Corporation Act (the "Act") and to exercise all powers which may be granted unto the Association by applicable law.

Section 2.2 Official Action: Unless specifically required in the Declaration or otherwise by law, all actions taken or to be taken by the Association shall be valid when such are approved by the Board as hereinafter set forth or when taken by the officer, committee, person or entity to whom such authority has been duly delegated by the Board as permitted in the Governing Documents or as otherwise allowed by law. The Association, its Board, officers, and Members shall at all times act in conformity with the Act, and the Governing Documents.

ARTICLE III
OFFICES-SEAL-FISCAL YEAR

Section 3.1 Principal Office and Registered Office: The principal office of the Association shall be located at such places as the Board may fix from time to time. The registered office of the Association required by law to be maintained in the State of Texas may be, but need not be, identical with the principal office.

Section 3.2 Other Offices: The Association may have other offices at such other places within the State of Texas as the Board may from time to time determine or as the affairs of the Association may require.

Section 3.3 Seal: The seal of the Association shall be in the form of two concentric circles

with the name of the Association printed between the two concentric circles with “Corporate Non-Profit” printed in the inner circle and “Seal Texas 2022” printed in the center of the seal.

Section 3.4 Fiscal Year: The fiscal year of the Association shall be fixed by the Board.

ARTICLE IV **MEMBERSHIP**

Section 4.1 Qualification: Membership in the Association shall be limited to the Owners, and every Owner of a Lot shall automatically be a Member of the Association. “Membership” means all Members as a group. Membership in the Association shall be appurtenant to and may not be separated from Lot ownership. The date of recordation in the Official Records of the County Clerk’s office of Upshur County, Texas, of the deed conveying any Lot shall govern the date of ownership of that Lot. However, in the case of death, the transfer of ownership shall occur on the date of death (in the case of intestacy), or on the date of probate of the will (in the case of testacy). Until a descendant’s will is probated, the Association will rely upon the presumption that a deceased Owner died intestate.

Section 4.2 Place of Meeting: All meetings of the Membership shall be held at a place within Upshur County, Texas, or at such other place, either within or without the State of Texas, as designated in the notice of the meeting. Subject to the provisions of applicable law and these Bylaws regarding notice of any meetings, Membership Meetings may, unless otherwise restricted by law, take place by using conference telephone or similar electronic communications equipment by means of which all persons participating in the meeting can hear each other, or by using any other suitable electronic communications system, including video conference technology such as Zoom, Skype, Google Meetings, WebEx or Microsoft Teams. Participation in such a meeting pursuant to this section shall constitute presence for quorum purposes and presence in person at such 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 4.3 Annual Meeting: A meeting of the Association shall be held at least once each year. The first annual meeting of the Members will be held within one year from the date of incorporation of the Association or no later than thirty-days after one hundred percent (100%) of the lots have been sold, whichever first occurs. Thereafter, the Annual Meeting of the Association shall be held on the second Tuesday in March of each year at 7:00 p.m., Central Standard Time, if not a legal holiday. If the day for the annual meeting of Members is a legal holiday, the meeting will be held at the same hour on the next following day, which is not a legal holiday. At such meetings, the Board shall be elected in accordance with Article V of these Bylaws, and the Members shall transact such other business as may properly come before the meeting.

Section 4.4 Substitute Annual Meetings: If an Annual Meeting is not held on the day designated by these Bylaws, a Substitute Annual Meeting may be called in accordance with the provisions of Sections 4.5 and 4.6. A meeting so called shall be designated and treated for all purposes as the Annual Meeting.

Section 4.5 Special Meetings: After the first Annual Meeting of the Members, Special Meetings of the Members may be called at any time by the President, by Owners having ten percent (10%) of the votes of the Association, by a majority of the Board, or as permitted by law. Business to be acted upon at all Special Meetings shall be confined to the subjects stated in the notice of such meeting.

Section 4.6 Notices of Meetings: Written or printed notice stating the time and place of a Membership meeting, including Annual Meetings, and the items on the agenda, including the general nature of any proposed amendment to the Declaration or these Bylaws, any budget changes, and any proposal to remove a director or officer, shall be delivered not less than ten (10) nor more than sixty (60) days before the date of any such Membership meeting, by or at the direction of the President or the Secretary, either by hand delivery or by mail, to the mailing address of each Lot or to any other mailing address designated in writing by an Owner. Notice given to any one tenant in common, tenant by entirety or other joint Owner of a Lot shall be deemed notice to all Owners of the subject Lot. Notice of any Special Meeting shall specifically state the purpose or purposes for which the meeting is called.

Section 4.7 Quorum: Except as otherwise expressly required in these Bylaws, the presence in person or by proxy of Members entitled to cast thirty percent (30%) of the votes which may be cast, shall constitute a quorum at all meetings of the Members. If a quorum is not present or represented at any meeting, the Members entitled to vote shall have the power to adjourn the meeting to another date and time without having to give notice other than the announcement of the new date and time of the meeting. At a subsequent meeting held due to the lack of a quorum then the presence in person or by proxy of Members entitled to cast twenty percent (20%) of the votes which may be cast, shall constitute a quorum at that meeting of the Members. If a quorum is still not present or represented at that meeting then, the Members entitled to vote shall have the power to adjourn the meeting to another date and time, without notice other than the announcement at that meeting of the new date and time of the meeting. At a subsequent meeting held due to a continued lack of a quorum then the presence in person or by proxy of Members entitled to cast fifteen (15%) of the votes which may be cast, shall constitute a quorum at that meeting of the Members. If a quorum is still not present or represented at that meeting then, the Members entitled to vote shall have the power to adjourn the meeting to another date and time, without notice other than the announcement at that meeting of the new date and time of the meeting. At a subsequent meeting held due to a continued lack of a quorum then a majority vote of those votes present in person or by proxy shall constitute a quorum at that meeting of the Members. The Members at any meeting at which a quorum is present may continue to do business until adjournment, notwithstanding the withdrawal of Members leaving less than a quorum in attendance.

Section 4.8 Voting Rights: The voting rights of Members in the Association shall be as set forth in the Declaration. If fee simple title to a Lot is owned of record by more than one person or entity, all such persons or entities shall be Members of the Association, but the vote with respect to any such jointly owned Lot shall be cast as hereinafter provided.

In no event may the vote which may cast with respect to any Lot be divided among joint Owners of the Lot or cast in any manner other than as a whole, it being the intention of this Section 4.8 that there be no "splitting" of votes that may be cast by any Member or Members.

Section 4.9 Proxies: Members may vote either in person or by agents duly authorized by written proxy executed by the subject Member or by his duly authorized attorney-in-fact. A proxy is not valid after the earlier of the term stated therein or the expiration of eleven (11) months from the date of its execution. In order to be effective, all proxies must be dated and filed with the Secretary or duly acting Secretary either during or prior to the meeting in question. A Member may not revoke a proxy given pursuant to this Section 4.9 except by actual notice of revocation delivered to the person presiding over a meeting of the Association. The proxy of any Owner will automatically terminate on conveyance by such Owner of his or her lot.

Section 4.10 Majority Vote: The cast of a majority of the votes represented at a meeting at which a quorum is present, in person or by proxy, shall be binding for all purposes except where a different percentage vote is required by these Bylaws, the Declaration, the Certificate of Formation of the Association, or by law.

Section 4.11 Actions By Written Ballots: Any action which may be taken at a meeting of the Membership may be taken without a meeting by written ballot.

Section 4.12 Manner of Voting. At all meetings of Members, each Member may vote in person, by a legitimate proxy, by absentee ballot, or by electronic ballot. The Association is not required to provide an owner with more than one voting method; however, an Owner must always be allowed to vote by absentee ballot or proxy.

Section 4.13 Absentee Ballots: A solicitation for votes by absentee ballot must include (1) an absentee ballot that contains each proposed action and provides an opportunity to vote for or against each proposed action, (2) instructions for delivery of the completed absentee ballot, including the delivery location, and (3) the following language: "By casting your vote via absentee ballot you will forgo the opportunity to consider and vote on any action from the floor on these proposals, if a meeting is held. This means that if there are amendments to these proposals your votes will not be counted on the final vote on these measures. If you desire to retain this ability, please attend any meeting in person. You may submit an absentee ballot and later choose to attend any meeting in person, in which case any in-person vote will prevail."

Section 4.14 Electronic Ballots: An electronic ballot means a ballot (1) given by electronic mail, fax, or posting on an Internet website, (2) for which the identity of the Member submitting the ballot can be confirmed, and (3) for which the Member may receive a receipt of the electronic transmission and receipt of the Member's ballot. If an electronic ballot is posted on an Internet website, a notice of the posting will be sent to each Member with instructions on obtaining access to the posting on the website.

ARTICLE V **BOARD**

Section 5.1 General Powers: The business and affairs of the Association shall be managed by the Board or by such committees as the Board may establish pursuant to Article VI of these Bylaws. Provided, however, the Board may not act on behalf of the Association to amend the Declaration, to terminate the planned community, to elect Members of the Board, or to

determine the qualifications, powers and duties, or terms of office of Board Members. The Board may, however, fill vacancies in its Membership for the unexpired portion of any term.

Section 5.2 Number, Term, and Qualifications: The initial Board shall consist of the three (3) individuals appointed by the Developer and who need not be Members. The Board members appointed by the Developer need not be Owners in the Subdivision. On or before the 120th day after the date seventy five percent (75%) of the lots that may be created and made subject to the Declaration are conveyed to Owners other than Developer, at least one-third of the Board Members must be elected by Owners other than the Developer. After all of the lots are sold then the Board shall consist of not less than three (3) but no more than five (5) directors. Within these limits, the Board may change the number of directors. No decrease in the number of directors may shorten the current term of a director. The directors, after the Developer transfers control, shall be elected by the Members. Directors after Developer transfers control shall be elected to staggered terms. Board members may succeed themselves in office.

Section 5.3 Election of Board Members: Subject to the right of the Developer to appoint Directors as provided in Section 5.2, the election of all Board Members shall be by ballot. Persons receiving the highest number of votes shall be elected. Cumulative voting is not permitted.

Section 5.4 Removal: Any Board Member, other than a Member appointed by the Developer, may be removed from the Board, with or without cause, by a vote of at least sixty-seven percent (67%) of the votes entitled to be cast by all Members present and entitled to vote at any meeting of the Membership at which a quorum is present; provided, the notice of the meeting must state the purpose, or one of the purposes, of the meeting is removal of the Board Member. Board Members appointed by the Developer may only be removed by the Developer and can be removed with or without cause. If any Board Members are so removed, their successors as Board Members may be elected by the Developer or the Membership at the same meeting to fill the unexpired terms of the Board Members so removed as provided in Section 5.3.

Section 5.5 Vacancies: A vacancy occurring in the Board may be filled by a majority of the remaining Board Members, though less than a quorum, or by the sole remaining Board Member; provided, however, a vacancy created by an increase in the authorized number of Board Members shall be filled only by election at an Annual or substitute Annual Meeting or at a Special Meeting of Members called for that purpose. The Members may elect a Board Member at any time to fill any vacancy not filled by the Board Members. As provided in Section 5.4, the Developer or the Membership shall have the first right to fill any vacancy created by the Developer or the Membership's removal of a Board Member by electing a replacement at the meeting where the removal occurs.

Section 5.6 Chairman: A Member of the Board shall be elected as Chairman of the Board by the Board Members at the first meeting of the Board. The Chairman shall preside at all meetings of the Board and perform such other duties as may be directed by the Board. Prior to election of a Chairman and/or in the event that the Chairman is not present at any meeting of the Board, the President shall preside.

Section 5.7 Compensation: No Member of the Board shall receive any compensation

from the Association for acting as such. Provided, however, each Board Member shall be reimbursed for reasonable out-of-pocket expenses incurred and paid by him on behalf of the Association, and nothing herein shall prohibit the Board from reasonably compensating a Board Member for unusual and extraordinary services, which are beyond services usually and customarily provided by Board Members. Further provided, each Board Member, by assuming office, waives his right to institute suit against or make claim upon the Association for compensation based upon service as a Board Member.

Section 5.8 Loan to Board Members and Officers: No loans shall be made by the Association to its Board Members or officers. The Board Members who vote for or assent to the making of a loan to a Board Member or officer of the Association, and any officer or officers participating in the making of such loan, shall be jointly and severally liable to the Association for the amount of such loan until the repayment thereof.

Section 5.9 Liability of Board Members: To the extent permitted by the provisions of the Act in effect at the applicable time, each Board Member is hereby indemnified by the Association with respect to any liability and expense of litigation arising out of his activities as a Board Member. Such indemnity shall be subject to approval by the Members only when such approval is required by the Act.

Section 5.10 Meetings of the Board:

A. Regular Meetings and Special Meetings: Members shall be entitled to notice of all regular or special meetings of the Board. The notice shall contain the date, hour, place, and general subject of the regular or special board meeting, including a general description of any matter to be brought up for deliberation in executive session. The notice shall be sent in one of two ways:

1. by mail to each property owner not later than the 10th day or earlier than the 60th day before the date of the meeting; *or*
2. by providing at least 72 hours before the start of a special board meeting or 144 hours before the start of a regular board meeting by doing the requirements set forth below in (a) and (b):
 - a. posting the notice in a conspicuous manner reasonably designed to provide notice to property owners' association members:
 - i. in a place located on the association's common property or, with the property owner's consent, on other conspicuously located privately owned property within the Subdivision; or
 - ii. on any Internet website maintained by the association or other Internet media.
 - b. sending the notice by e-mail to each owner who has registered an e-mail address with the association. (It is an owner's duty to keep an updated e-mail address

registered with the property owners' association.)

B. Meetings Without Notice: Except as provided below, the Board may take action outside of a meeting, including voting by electronic or telephonic means, without prior notice to the Members, if each Director is given a reasonable opportunity to express the Director's opinion to all other Board Members and to vote. Any action taken without notice to the Members must be summarized orally, including an explanation of any known actual or estimated expenditures approved at the meeting, and documented in the minutes of the next regular or special board meeting. The Board may not, unless done in an open meeting for which prior notice was given to the Members consider or vote on:

1. fines;
2. damage assessments;
3. initiation of foreclosure actions;
4. initiation of enforcement actions, excluding temporary restraining orders or violations involving a threat to health or safety;
5. increases in assessments;
6. levying of special assessments;
7. appeals from a denial of architectural control approval;
8. a suspension of a right of a particular owner before the owner has an opportunity to attend a board meeting to present the owner's position, including any defense, on the issue;
9. lending or borrowing money;
10. the adoption or amendment of a dedicatory instrument;
11. the approval of an annual budget or the approval of an amendment of an annual budget;
12. the sale or purchase of real property;
13. the filling of a vacancy on the board;
14. the construction of capital improvements other than the repair, replacement, or enhancement of existing capital improvements; or
15. the election of an officer.

C. Meeting Place: Except for a meeting held by electronic or telephonic means, a board meeting must be held in a county in which all or part of the Subdivision is located or in a county adjacent to that county. Board meetings may, unless otherwise restricted by law, take place by using conference telephone or similar electronic communications equipment by means of which all persons participating in the meeting can hear each other, or by using any other suitable electronic communications system, including video conference technology such as Zoom, Skype, Google Meetings, WebEx or Microsoft Teams. Participation in such a meeting pursuant to this section shall constitute presence for quorum purposes and presence in person at such 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.

D. Quorum: A majority of the Board Members then holding office shall constitute a quorum for the transaction of business and every act or decision done or made by a majority of the Board Members present at a duly held meeting at which a quorum is present, in person or by teleconference, shall be regarded as the act or decision of the Board.

Section 5.11 Presumption of Assent: A Board Member who is present at a meeting of the Board at which action on any corporate matter is taken shall be presumed to have assented to the action taken unless his contrary vote is recorded or his dissent is otherwise entered in the minutes of the meeting or unless he shall file his written dissent to such action with the person acting as the Secretary of the meeting before the adjournment thereof or shall forward such dissent by registered mail to the Secretary of the Association immediately after the adjournment of the meeting. Such right to dissent shall not apply to a Board Member who voted in favor of such action.

Section 5.12 Powers of the Board: The Board shall have the authority to exercise all powers of the Association necessary for the administration of the affairs of the Subdivision except such powers and duties as by law or by Governing Documents may not be delegated by the Members to the board. The powers that may be exercised by the Board shall include, but shall not be limited to, the following:

A. Operation, care, upkeep and maintenance of the Common Area, to extent such operation, care, upkeep, and maintenance is not the obligation of the Owners;

B. Determination of the funds required for operation, administration, maintenance and other affairs of the Subdivision and collection of the assessments for the Owners, as provided in the Governing Documents;

C. Employment and dismissal of personnel (including without limitation the Independent Manager) necessary for the efficient operation, maintenance, repair, and replacement of the Common Area;

D. Adoption of rules and regulations covering the details of the operation, maintenance, repair, replacement, use and modification of the Common Area and any adoption of rules and regulations necessary to promote the recreation, health, safety and welfare of the Subdivision and its Members (so long as they do not conflict with the Declarations), the personal conduct of the Members and their guests in using the Common Area; and to establish penalties for infractions of such rules and regulations;

E. Opening of bank accounts on behalf of the Association and designating the signatories required therefor;

F. Obtaining insurance;

G. Keeping detailed accurate records of the receipts and expenditures of the Association, obtaining annual audits and/or reviews of financial records of the Association from the Association's public accountant, furnishing the annual reports, and furnishing current budgets. All books and records shall be kept in accordance with good and accepted accounting practices;

H. Keeping a complete record of the minutes of all meetings of the Board and Membership in which a minute book shall be kept and actions taken by the Board and/or Members by written ballot or by consent without meeting shall be inserted into such minute book;

I. Supervising all officers, agents and employees of the Association and insuring that their duties are properly performed;

J. Enforcing, on behalf of the Association, the obligations and assessments provided in the Declaration, including but not limited to, the institution of civil actions to enforce payment of the assessments as provided in the Declaration, the institution of actions to foreclose liens for such assessments in accordance with the terms of the Declaration and the procedures set forth in the Texas Property Code, the imposition of charges for late payment of assessments, and after notice and an opportunity to be heard as provided in The Texas Property Code, levying reasonable fines for violations of the Declaration, Bylaws and rules and regulations of the Association;

K. Making repairs, additions, and improvements to or alterations or restoration of the Property in accordance with the other provisions of these Bylaws and the Declaration, after damage or destruction by fire or other casualty, or as a result of a condemnation or eminent domain proceeding;

L. Enforcing by any legal means or proceedings, the provisions of the Certificate of Formation of the Association, these Bylaws, the Declaration, or the rules and regulations hereinafter promulgated governing the Property, including use of the Common Area;

M. Paying all taxes and assessments which are or may become liens against any part of the Common Area, and to assess the same against the Owners in the manner herein provided;

N. Hiring attorneys and other professionals;

O. Maintaining and repairing any Lot or Improvement, if such maintenance or repair is required by the Declaration or is necessary in the discretion of the Board to protect the Common Area or any other Lot or Improvement or if the Owner of such Lot has failed or refused to perform such maintenance or repair within a reasonable time after written notice of the necessity of said maintenance or repair has been delivered or mailed by the Board to said Owner;

P. Entering any Improvement, when necessary, in connection with any maintenance or construction for which the Board is responsible; provided, such entry shall be made during reasonable hours and with notice to the Owner when practicable. Any damage caused thereby shall be repaired by the Board and such expenses shall be treated as an expense of the Association;

Q. Signing all agreements, contracts, deeds and vouchers for payment of expenditures and other instruments in such manner as from time to time shall be determined by written resolution of the Board. In the absence of such determination by the Board, such documents shall be signed by the President, any Vice President, the Treasurer or the Assistant Treasurer of the Association, and countersigned by any Board Member;

R. Furnishing certificates setting forth amounts of unpaid assessments that have been levied upon a Lot to the Owner or Mortgagee of such Lot, or a proposed purchaser or Mortgagee of such Lot, and imposing and collecting reasonable charges therefore;

S. Exercising any other powers allowed in the Declaration, the Certificate of Formation, these Bylaws, or otherwise by law;

T. Suspend the right to use the recreational facilities of any Member during any period in which such Member is in default in the payment of any assessment levied by the Association. Such rights may also be suspended after notice and hearing, for a period not to exceed thirty-days for infraction of published rules and regulations;

U. Exercise on behalf of the Association all powers, duties, and authority vested in or delegated to the Association and not specifically reserved to the membership by the Declaration, Certificate of Formation, or by other provisions of these Bylaws;

V. Declare the office of a member of the Board of Directors to be vacant in the event that such member is absent from three consecutive regular meetings of the Board of Directors; and

W. Employ a manager, independent contractors, and such other employees as they may deem necessary, and to prescribe their duties.

Section 5.13 Independent Manager: The Board may employ or enter into a management contract with any individual, firm or entity it deems appropriate and in the best interest of the Association. The Board may delegate to such person, firm or entity (referred to in these Bylaws as "Independent Manager") such duties and responsibilities in the management of the Property as the Board deems appropriate. Provided, the Board may not delegate to the Independent Manager responsibilities and duties of the Association in violation of the Nonprofit Corporation Act of Texas. The Board shall have authority to fix the reasonable compensation for the Independent Manager. The Independent Manager shall at all times be answerable to the Board and subject to its direction.

Section 5.14 Duties: It will be the duty of the board of directors to:

A. Cause to be kept a complete record of all its acts and corporate affairs and to present a statement of such acts and affairs to the Members at each annual meeting, or at any special meeting at which such a statement is requested in writing by one-half (1/2) of the Members entitled to vote at the meeting;

B. Supervise all officers, agents, and employees of the Association and see to it that their duties are properly performed;

C. As more fully provided in the declaration, to:

1. Fix the amount of the annual assessment against each lot at least thirty (30) days in advance of each annual assessment period.

2. Send written notice of each assessment to every Owner subject to the assessment at least thirty (30) days in advance of each annual assessment period.

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

D. Issue, or cause an appropriate officer to issue, on demand by any person and on imposition of a reasonable charge, a certificate setting forth whether or not any assessment has been paid, a statement in a certificate to the effect that an assessment has been paid constituting conclusive evidence of such payment;

E. Procure and maintain adequate liability and hazard insurance on all property owned by the Association;

F. Cause all officers or employees having fiscal responsibilities to be bonded, as it may deem appropriate;

G. Cause the Common Area to be maintained; and

H. If a contract for goods or services will be over \$50,000.00, the Board must solicit bids or proposals using a bid process established by the Board.

ARTICLE VI **COMMITTEES**

Section 6.1 Creation: The Board may create such committees as they deem necessary and appropriate in aiding the Board to carry out its duties and responsibilities.

Section 6.2 Vacancy: Any vacancy occurring on a committee shall be filled by a majority of the number of Board Members then holding office at a regular or special meeting of the Board.

Section 6.3 Removal: Any Member of a committee may be removed at any time with or without cause by a majority of the number of Board Members then holding office.

Section 6.4 Minutes: Each committee shall keep regular minutes of its proceedings and report the same to the Board when required.

Section 6.5 Responsibility of Board Members: The designation of committees and the delegation thereto of authority shall not operate to relieve the Board or any Member thereof of any responsibility or liability imposed upon it or him by law.

ARTICLE VII **OFFICERS**

Section 7.1 Enumeration of Officer: The officers of the Association shall consist of a President, Vice President, a Secretary/Treasurer and one or more Vice Presidents, Assistant Secretaries, Assistant Treasurers, and other officers as the Board may from time to time appoint.

Except for the President, no officer need be a Member of the Board. The same person cannot be the President and Secretary.

Section 7.2 Appointment and Term: The officers of the Association shall be appointed annually by the Board at the first meeting of the Board next following the Annual or Substitute Annual Meeting of the Members and shall serve for the terms of one year. Each officer shall hold office until his death, resignation, removal or until his successor is appointed.

Section 7.3 Removal: Any officer elected or appointed by the Board may be removed by the Board whenever in its judgment the best interest of the Association will be served thereby.

Section 7.4 Vacancy: A vacancy in any office may be filled by the appointment by the Board of a successor to such office. Such appointment may take place at any meeting of the Board. The officer appointed to such vacancy shall serve for the remaining term of the officer he replaces.

Section 7.5 Multiple Offices: The person holding the office of President shall not also hold the office of Secretary or Treasurer at the same time. Any other offices may be simultaneously held by one person. Any officer may also be a Member of the Board.

Section 7.6 President: The President shall be the chief executive officer of the Association and shall preside at all meetings of the Members. In the absence of the Chairman, he shall also preside at all meetings of the Board. He shall see that the orders and resolutions of the Board are carried out; he shall sign all written agreements or instruments on behalf of the Association and co-sign all promissory notes of the Association, if any, with the Treasurer; and he shall have all of the general powers and duties which are incident to the office of President of a corporation organized under the Act in connection with the supervision, control and management of the Association in accordance with the Governing Documents.

Section 7.7 Vice President: The Vice President in the order of their appointment, unless otherwise determined by the Board shall, in the absence or disability of the President, perform the duties and exercise the powers of that office. In addition, they shall perform such other duties and have such other powers as the Board shall prescribe.

Section 7.8 Secretary: The Secretary shall keep the minutes of all meetings of Members and of the Board; he shall have charge of such books and papers as the Board may direct; and he shall, in general, perform all duties incident to the Office of Secretary of a corporation organized under the Act.

Section 7.9 Treasurer: The Treasurer shall have the responsibility for the Association's funds and securities and shall be responsible for keeping full and accurate financial records and books of account showing all receipts and disbursements, and for the preparation of all required financial statements. He shall co-sign promissory notes of the Association; he shall prepare a proposed annual budget (after the Control Transfer Date the budget must be approved by the Board in an open board meeting) and the other reports to be furnished to the Members as required in the Texas Property Code. He shall perform all duties incident to the office of Treasurer of a corporation organized under the Act.

Section 7.10 Assistant Secretaries and Assistant Treasurers: The Assistant Secretaries and Assistant Treasurers shall, in the absence or disability of the Secretary or the Treasurer, respectively, perform the duties and exercise the powers of those offices, and they shall, in general, perform such other duties as shall be assigned to them by the Secretary or the Treasurer, respectively, or by the President of the Board.

Section 7.11 Compensation: Officers shall not be compensated for the usual and ordinary services tendered to the Association incident to the offices they hold. The Board may, however, reasonably compensate any officer or officers who render unusual and extraordinary services to the Association beyond those usually and customary expected of persons serving as officers. Each officer, by assuming office, waives his right to institute suit against or make claim upon the Association for compensation based upon services usually or customarily rendered by persons occupying the office each holds.

Section 7.12 Indemnification: To the extent permitted by the provisions of the Act in effect at the applicable times, each officer is hereby indemnified by the Association with respect to any liability and expense of litigation arising out of his activities as an officer. Such indemnity shall be subject to approval by the Members only when such approval is required by the Act.

Section 7.13 Amendment Authority: Amendments to the Declaration may be prepared, executed, certified, and recorded by the President, the Secretary, the Treasurer, or any Vice President of the Association.

ARTICLE VIII **AMENDMENTS**

Section 8.1 Amendments: Subject to Section 8.2 and the last sentence of this Section 8.1, these Bylaws may be amended. All persons or entities that own or hereafter acquire any interest in the Property shall be bound to abide by any amendment to these Bylaws, which is duly adopted as provided herein. No amendment to these Bylaws shall be adopted or passed which shall impair or prejudice the rights of Developer provided for in the Governing Documents, without the consent of Developer.

Section 8.2 Amendments by Developer or Board: Developer, for so long as it owns lots in the Subdivision, and thereafter the Board, shall have the right to amend these Bylaws for the purposes set forth in the Declaration, without the consent or approval of any other Member.

Section 8.3 Agency Approval: So long as Developer still owns any land in the Subdivision, any amendment of these Bylaws, except as expressly provided in Section 8.2 above, shall require the prior written approval of any Agency then holding or insuring any Mortgage in Developer's name.

ARTICLE IX **MISCELLANEOUS**

Section 9.1 Severability: Invalidation of any covenant, condition, restriction or other

provisions of the Declaration or these Bylaws shall not affect the validity of the remaining portions thereof which shall remain in full force and effect.

Section 9.2 Successors Bound: The rights, privileges, duties and responsibilities set forth in the Governing Documents, as amended for time to time, shall run with the ownership of the Property and shall be binding upon all persons who own or hereafter acquire any interest in the Property.

Section 9.3 Gender, Singular, Plural: Whenever the context so permits, the use of the singular or plural shall be interchangeable in meaning and the use of any gender shall be deemed to include all genders.

Section 9.4 Nonprofit Corporation: No part of the Association's assets or net income shall inure to the benefit of any of the Members, the officers of the Association, or the Members of the Board, or any other private individual either during its existence or upon dissolution except as reasonable compensation paid or distributions made in carrying out its declared nonprofit purposes set forth in the Declaration, the Certificate of Formation of the Association and these Bylaws.


Section 9.5 Books and Records: The books, records, papers of the Association will be subject to inspection by any Member during ordinary business hours. The Declaration, Certificate of Formation, and Bylaws of the Association will be available for inspection by any Member at the principal office of the Association, where copies will be made available for sale at a reasonable price.

Section 9.6 Assessments: As more fully provided in the Declaration, each Member is obligated to pay to the Association annual and special assessments, which are secured by a continuing lien on the property against which such assessments are made. Any assessments which are not paid when due, are considered delinquent. If an assessment is not paid within thirty (30) days after the due date, the assessment bears interest from the date of delinquency at the maximum rate allowed by law, and the Association may bring an action at law against the Owner personally obligated to pay the same, or may foreclose the lien against his or her property. Interest, costs, and reasonable attorney fees of any such action will be added to the amount of any assessment due. No Owner may waive or otherwise escape liability for assessments by nonuse of the Common Area or abandonment of his or her lot.


Section 9.7 Conflict: In the case of any conflict between the Certificate of Formation and these Bylaws, the Certificate of Formation will control. In the case of any conflict between the Declaration and these Bylaws, the Declaration will control.

PASSED, ADOPTED, AND APPROVED on this the 16th day of May 2022.

WHITE OAK CREEK RANCH PROPERTY OWNERS' ASSOCIATION, INC.

By: 
Monte Magness, President

ATTEST:

By: 
Dennis Jones, Secretary/Treasurer

**THE STATE OF TEXAS
COUNTY OF UPSHUR**

I hereby certify that this instrument was FILED on the date and the time stamped hereon by me and was duly RECORDED in the Records of Upshur County, Texas.

202204061 AFF
05/17/2022 09:22 AM

Terri Ross, County Clerk
Upshur County, Texas

STATE OF TEXAS § RESOLUTION ADOPTING RECORDS
§ RETENTION POLICY FOR
§ WHITE OAK CREEK RANCH
COUNTY OF UPSHUR § PROPERTY OWNERS' ASSOCIATION, INC.

**RESOLUTION OF THE BOARD OF DIRECTORS OF
WHITE OAK CREEK RANCH
PROPERTY OWNERS' ASSOCIATION, INC.
REGARDING RECORDS RETENTION POLICY**

Pursuant to Section 209.005(m) of the Texas Property Code, White Oak Creek Ranch Property Owners' Association, Inc., hereinafter referred to as "Association", the Association governing White Oak Creek Ranch Subdivision located in Upshur County, Texas (said Subdivision being more fully described on the map and plat recorded under 202204054 in the Official Public Records of Upshur County, Texas), acting by and through its Board of Directors, has adopted the following records retention policy, to-wit:

Records of the Association shall be kept on the following schedule:

- (1) The certificate of formation, bylaws, restrictive covenants, and all amendments to the certificate for formation, bylaws and covenants shall be retained permanently.
- (2) Financial books and records shall be retained for seven years.
- (3) Account records of current owners shall be retained for five years.
- (4) Contracts with a term of one year or more shall be retained for four years after the expiration of the contract term.
- (5) Minutes of meetings of the owners and the Board shall be retained for seven years.
- (6) Tax returns and audit records shall be retained for seven years.
- (7) All resolutions and policies adopted shall be retained permanently.
- (8) Emails are not stored or saved electronically by Board Members, Committee Members, or anyone associated with the Association, including a management company. In the event that any communication is kept that started as an email, it will be printed and kept with the subject it involves. Emails are not kept as a practice and they are printed as necessary. In the event that an email is printed it may only contain the final decision or request, and not all pages of communication.

By their signatures below the President and the Secretary of the Association certify that the foregoing resolution was approved by the Board of Directors of the Association at a duly-called meeting of the Board of Directors at which a quorum of Directors was present, or by signed, unanimous written consent in lieu of a meeting.

PASSED, ADOPTED AND APPROVED on this the 16th day of May 2022.

WHITE OAK CREEK RANCH PROPERTY OWNERS' ASSOCIATION, INC.

By: [Signature]
Monte Magness, President

ATTEST:

By: [Signature]
Dennis Jones, Secretary

THE STATE OF TEXAS §
 §
COUNTY OF Parker §

CERTIFICATE OF ACKNOWLEDGMENT

Before me, the undersigned Notary Public, on this day personally appeared Monte Magness who is personally known to me (or proved to me through a federal or state issued ID with photo and signature of person identified) to be the person whose name is subscribed to the foregoing instrument, and who has acknowledged to me that he is the President of White Oak Creek Ranch Property Owners' Association, Inc. and that by authority duly given and as the act of White Oak Creek Ranch Property Owners' Association, Inc. executed the instrument for the purposes and considerations expressed.

Given under my hand and seal of office on the 16 day of May 2022.

[Signature]
Notary Public in and for The State of Texas



AFTER RECORDING, RETURN TO:

White Oak Creek Ranch Property Owners' Association, Inc.
110 W. Interstate 20, Frontage Road, Suite 120
Weatherford, Texas 76086

STATE OF TEXAS	§	RESOLUTION ADOPTING RECORDS
	§	PRODUCTION AND COPYING POLICY FOR
	§	WHITE OAK CREEK RANCH
COUNTY OF UPSHUR	§	PROPERTY OWNERS' ASSOCIATION, INC.

**RESOLUTION OF THE BOARD OF DIRECTORS OF
WHITE OAK CREEK RANCH
PROPERTY OWNERS' ASSOCIATION, INC.
REGARDING RECORDS PRODUCTION AND COPYING POLICY**

Pursuant to Section 209.005(i), Texas Property Code, White Oak Creek Ranch Property Owners' Association, Inc., hereinafter referred to as "Association", the Association governing White Oak Creek Ranch Subdivision located in Upshur County, Texas (said Subdivision being more fully described on the map and plat recorded under 207204054 in the Official Public Records of Upshur County, Texas), acting by and through its Board of Directors, has adopted the following records production and copying policy to prescribe the costs the Association will charge for the compilation, production, and reproduction of information requested under Section 209.005(i), to-wit:

1. Copy Charges-

- a. The charge for standard paper copies reproduced by means of an office machine copier or a computer printer if \$.09 per page or part of a page. Each side that has recorded information is considered a page.
- b. The charge for oversize copies (e.g.: 11 inches by 17 inches, not including maps and photographs using specialty paper) shall be \$.50 per page.
- c. The charge for specialty paper (e.g.: Mylar, blueprint, blue-line, map, photographic) shall be at actual cost.
- d. The charge for copies made onto a form of electronic media shall be the actual cost of the supplies used, for example a rewritable CD. Charges in this subsection are to cover materials onto which information is copied and do not reflect any additional charges, including labor, that may be associated with a particular request.

2. Labor Charges for locating, compiling, manipulating data, and reproducing information-

- a. The charge for labor costs incurred in processing a request for information is \$15.00 an hour. The labor charge includes the actual time to locate, compile, manipulate data, and reproduce the requested information.
- b. A labor charge shall not be billed in connection with complying with requests that are for 50 or fewer pages of paper records, unless the documents to be copied are located in:

- (i) Two or more separate buildings that are not physically connected with each other; or
 - (ii) A remote storage facility.
 - c. A labor charge shall not be recovered for anytime spent by an attorney, legal assistant, or any other person who reviews the requested information to determine whether the Association will raise any exceptions to disclosure of the requested information.
 - d. When confidential information is mixed with non-confidential information in the same page, a labor charge may be recovered for time spent to redact, blackout, or otherwise obscure confidential information in order to release the non-confidential information. A labor charge shall not be made for redacting confidential information for requests of 50 or fewer pages, unless the request the documents to be copied are located in:
 - (i) Two or more separate buildings that are not physically connected with each other; or
 - (ii) A remote storage facility.
- 3. Miscellaneous supplies-
 - a. The actual cost of miscellaneous supplies, such as labels, boxes, and other supplies used to produce the requested information, may be added to the total charge for information.
- 4. Postal and shipping charges-
 - a. The Association may add any related postal or shipping expenses which are necessary to transmit the reproduced information to the requesting party.
- 5. Advance payment-
 - a. The Association may require advance payment of the estimated costs of compilation, production, and reproduction of the requested information. If the estimated costs are lesser or greater than the actual costs, the Association shall submit a final invoice to the owner on or before the 30th business day after the date the information is delivered. If the final invoice includes additional amounts due from the owner, the additional amounts, if not reimbursed to the Association before the 30th business day after the date the invoice is sent to the owner, may be added to the owner's account as an assessment. If the estimated costs exceed the final invoice amount, the owner is entitled to a refund, and the refund shall be issued to the owner not later than the 30th business day after the date the invoice is sent to the owner.

By their signatures below the President and the Secretary of the Association certify that the foregoing resolution was approved by the Board of Directors of the Association at a duly-called

meeting of the Board of Directors at which a quorum of Directors was present, or by signed, unanimous written consent in lieu of a meeting.

PASSED, ADOPTED AND APPROVED on this the 16th day of May 2022.

WHITE OAK CREEK RANCH PROPERTY OWNERS' ASSOCIATION, INC.

By: [Signature]
Monte Magness, President

ATTEST:

By: [Signature]
Dennis Jones, Secretary

THE STATE OF TEXAS §
 §
COUNTY OF Parker §

CERTIFICATE OF ACKNOWLEDGMENT

Before me, the undersigned Notary Public, on this day personally appeared Monte Magness who is personally known to me (or proved to me through a federal or state issued ID with photo and signature of person identified) to be the person whose name is subscribed to the foregoing instrument, and who has acknowledged to me that he is the President of White Oak Creek Ranch Property Owners' Association, Inc. and that by authority duly given and as the act of White Oak Creek Ranch Property Owners' Association, Inc. executed the instrument for the purposes and considerations expressed.

Given under my hand and seal of office on this the 16 day of May 2022.

[Signature]
Notary Public in and for The State of Texas

AFTER RECORDING, RETURN TO:

White Oak Creek Ranch Property Owners' Association, Inc.
110 W. Interstate 20, Frontage Road, Suite 120
Weatherford, Texas 76086





STATE OF TEXAS	§	RESOLUTION ADOPTING PROCUREMENT
	§	POLICY FOR WHITE OAK CREEK RANCH
COUNTY OF UPSHUR	§	PROPERTY OWNERS' ASSOCIATION, INC.

**RESOLUTION OF THE BOARD OF DIRECTORS OF
WHITE OAK CREEK RANCH
PROPERTY OWNERS' ASSOCIATION, INC.
REGARDING PROCUREMENT POLICY**

Pursuant to Section 209.0052(c) of the Texas Property Code, White Oak Creek Ranch Property Owners' Association, Inc., hereinafter referred to as the "Association", acting by and through its Board of Directors, has adopted the following procurement policy to set forth the guidelines for a bid process established by the Association, to wit:

WHEREAS, the Association is required under Texas Property Code §209.0052(c) to create a bid process for any contracts for goods and/or services that exceed \$50,000; and

WHEREAS, the purpose of this policy and procedure document is to ensure the Association receives value for the funds it expends regarding the goods, services and works it procures and procurement will be based on assessment of quality and cost; and

WHEREAS, when procuring goods and services, the Association will operate in a fair, consistent and ethical manner with the key underlying principle being value for funds expended; and

WHEREAS, the Association has adopted the following procurement policy for any contract entered into by the Association that exceeds \$50,000; and

WHEREAS, all terms used herein shall have the same meaning as set forth in the Declaration of Covenants, Conditions, Restrictions, Easements, Charges, and Liens for White Oak Creek Ranch Subdivision, filed in the Official Records of Upshur County, Texas, hereinafter referred to as the "Declaration";

NOW THEREFORE, the Association declares that the following is the procurement policy adopted:

1. General Policy

This Procurement Policy applies to contracts and/or purchases that exceed \$50,000 ("Covered Contracts"); however, the Association shall always use good, practical steps to ensure that all contracts entered into by the Association have good value for the funds expended regarding the goods and services procured. All Covered Contracts must be done pursuant to the guidelines set forth in this Procurement Policy. The objective is to promote the honest and efficient procurement of all the goods and services the Association needs on the best terms and conditions

practical. Nothing herein prevents the Board from using this Procurement Policy for any contract, it is just mandated to be used for Covered Contracts.

2. Competitive Bidding

For all Covered Contracts, the Association must use competitive bidding. In all such competitive bidding situations, the following general rules shall be observed:

a. Competitive bids will be solicited from the three highest qualified suppliers known to the Association. In the case of extenuating circumstances, expenditures based on fewer than three bids may be authorized by the Board provided the reasons are well documented.

b. Each supplier will be required to submit its lowest and best bid. In general, no supplier will be told anything about any other supplier's bid. Should there be a problem in the procurement such that the Board feels that any supplier misunderstood the requirements or made a mistake and that such supplier should be allowed to rebid, all other suppliers shall be allowed to rebid, too. It is anticipated that this will be an unusual situation.

c. When competitive bids are solicited, the bidders shall be given all the relevant information on which to base their bids, including the technical, legal, and business facets of the procurement.

d. In general, the Association will accept the lowest and best responsive bid. It is recognized that, in some situations, this may be a subjective decision as price is only one of the aspects of the bid to be considered. The Board is charged with the responsibility of making this determination. The Board is under no obligation to select the lowest bid or any bid. The Board shall always analyze the quality of the goods or services that will be received.

e. Comparisons of the purchase costs from different suppliers will be based on value criteria. All quantifiable costs of purchase and subsequent ownership will be taken into account, not just the purchase price alone.

f. The Board shall select suppliers capable of meeting the required levels of quality and delivery.

g. The Board shall consider specification of products and services consistent with their required purpose and performance.

h. The Board shall consider the purchase of products and services that conform with requirements for compatibility and standardization.

i. The rationale or business judgment involved in the selection of the winning bidder shall be noted in writing and maintained in the Board's contract file.

j. Other factors to be considered by the Board are:

- i. Proof of liability insurance (where applicable);
- ii. Proof of appropriate license(s) (where applicable);
- iii. Prior history with the Association;
- iv. Supplier qualification (appropriate resources, references, experience and scale);
- v. Preference for local suppliers; and
- vi. Quality.

3. Competitive Bidding Requirements

Prior to solicitation of competitive bids, the Association, in conjunction with the Management Company, shall prepare a Request for Quote consisting of:

1. Instructions and information to bidders concerning the bid submission requirements, including the time and date set for receipt of the bids and the address where bids are to be delivered.
2. A scope of work, a delivery and performance schedule and any special instructions necessary.
3. A precise statement of product(s) in the case of the purchasing of goods. This should include item identification (part numbers or minimum performance standards).
4. Time frames (beginning and completion dates, schedules, milestones, or length of contract, as appropriate.)
5. If applicable, the contract terms and conditions, including warranty, bonding and/or other requirements.
6. Contact information for suppliers to ask questions.
7. Bid deadline date(s).
8. Projected decision date.
9. Specification of bid minimum criteria:
 - i. Proof of liability insurance when appropriate
 - ii. Copies of appropriate licenses
10. A statement regarding how the bid award shall be made, specifically, whether that award shall be made to the lowest responsive and responsible bidder or the award shall be made to the responsive and responsible bidder whose bid represents the best value to the Association by optimizing quality, cost and efficiency.

In order for a bid to qualify as a “competitive bid”, there must be competition among more than one supplier. A single supplier that submits two or three written bids for comparable products, as an attempt to meet the number of bids required by this policy, shall not qualify as having met the “competitively bid” criteria. The Association must receive quotes from more than one supplier in order for the good(s) or service(s) being quoted to meet the criteria of “competitively bid”.

4. Sole Source, Sole Brand and Unique Goods and/or Services

In some cases, goods and services, regardless of cost, may only be available from one supplier. If the Board determines, in its discretion, after research and deliberation that a good or service is only available from a sole source supplier, then the Board may use the sole source supplier without competitively bidding the matter. In making this determination, the Board shall consider the following factors:

1. Sole Source Purchase: The good(s) or service(s) being obtained can only be made and/or supplied from one manufacturer or service provider and no other manufacturer or service provider makes or provides comparable products or services that will meet the Association’s needs.

2. Sole Source Brand: A “Sole Source Brand” means that only a particular brand is acceptable for a particular reason, although the required brand may be obtained from more than one source. Something can be a “Sole Source Brand” and still not a “Sole Source Purchase”, if more than one supplier can provide competitive quotes.

3. Unique: A “unique” good or service is one of a kind in nature and signifies that comparable goods or services do not exist.

Upon making the determination under this section, the Board shall keep records for a period of no less than four years for all requested bids, emails, brochures, proposals, and any other documentation that led to the decision of every Sole Source Purchase, Sole Source Brand Purchase and Unique good or service purchase.

5. Aggregation

In determining whether a contract price is likely to exceed the \$50,000 threshold, aggregation rules should be considered. Contracts for goods and services must not be artificially split in order to avoid the threshold being achieved.

By their signatures below, the President and the Secretary of the Association certify that the foregoing resolution was approved by the Board of Directors of the Association at a duly-called meeting of the Board of Directors, at which a quorum of Directors was present, or by signed, unanimous written consent in lieu of a meeting.

PASSED, ADOPTED AND APPROVED on this the 16th day of May 2022.

[Signatures follow on next page]

WHITE OAK CREEK RANCH PROPERTY OWNERS' ASSOCIATION, INC.

By: [Signature]
Monte Magness, President

ATTEST:
By: [Signature]
Dennis Jones, Secretary

THE STATE OF TEXAS §
COUNTY OF Parker §
§

CERTIFICATE OF ACKNOWLEDGMENT

Before me, the undersigned Notary Public, on this day personally appeared Monte Magness who is personally known to me (or proved to me through a federal or state issued ID with photo and signature of person identified) to be the person whose name is subscribed to the foregoing instrument, and who has acknowledged to me that he is the President of White Oak Creek Ranch Property Owners' Association, Inc. and that by authority duly given and as the act of White Oak Creek Ranch Property Owners' Association, Inc. executed the instrument for the purposes and considerations expressed.

Given under my hand and seal of office on this the 16 day of May 2022.

[Signature]
Notary Public in and for The State of Texas

AFTER RECORDING, RETURN TO:
White Oak Creek Ranch Property Owners' Association, Inc.
110 W. Interstate 20, Frontage Road, Suite 120
Weatherford, Texas 76086





STATE OF TEXAS	§	RESOLUTION ADOPTING PAYMENT PLAN
	§	FOR WHITE OAK CREEK RANCH
COUNTY OF UPSHUR	§	PROPERTY OWNERS' ASSOCIATION, INC.

**RESOLUTION OF THE BOARD OF DIRECTORS OF
WHITE OAK CREEK RANCH
PROPERTY OWNERS' ASSOCIATION, INC.
REGARDING PAYMENT PLAN POLICY**

Pursuant to Section 209.0062 of the Texas Property Code, White Oak Creek Ranch Property Owners' Association, Inc., hereinafter referred to as the "Association", acting by and through its Board of Directors, has adopted the following alternative payment policy to set forth guidelines for a payment plan of assessments and fees, to wit:

WHEREAS, the Association is required under Texas Property Code §209.0062 to create and record an alternative payment schedule for the Association governing White Oak Creek Ranch Subdivision located in Upshur County, Texas (said Subdivision being more fully described on the map and plat recorded under 202204054 in the Official Public Records of Upshur County, Texas) in order to establish an alternative payment schedule by which an owner may make partial payments to the property owners' association for delinquent regular or special assessments or any other amount owed to the association without accruing additional monetary penalties; and

WHEREAS, the Association has adopted the following alternative payment plan for all Association dues and fees;

WHEREAS, all terms used herein shall have the same meaning as set forth in the Declaration of Covenants, Conditions, Restrictions, Easements, Charges, and Liens for White Oak Creek Ranch Subdivision, filed in the Official Records of Upshur County, Texas, hereinafter referred to as the "Declaration".

NOW THEREFORE, the Association declares that the following is the alternative payment plan adopted:

1. The Due Date for all Annual Assessment Fees shall be January 1st of each year. The Due Date for all Special Assessments shall be 30 days after an Owner receives notice of the Special Assessment. The due date for all other charges shall be the last day of the month in which the invoice or statement is dated unless otherwise specified in this document.

2. All documents, correspondence, invoices, statements, and notices relating to the charges shall be mailed to the Owner's address which appears on the books of the Association or to such other address as designated in writing by the Owner.

3. All payment plans must be in writing, signed by one or more Owners of the property associated with the delinquent balance, approved by the signature of the President of the Association or the Association Manager, and provide that the Owner shall pay future assessments when due, in addition to any arrearage payment due under a payment plan.

4. No monetary penalties shall accrue on balances while a payment plan is in effect, but reasonable cost associated with administering the plan and interest shall continue to accrue. Monetary penalties do not include reasonable costs associated with administering the payment plan or interest.

5. Any qualified Owner who owes a delinquent balance of \$500.00 or less shall be allowed, without deliberation by the Board, to pay the balance in three equal consecutive monthly installments, with the first payment due within the first thirty-day period following the approval of the payment plan.

6. Any qualified Owner who owes a delinquent balance of more than \$500.00 shall be allowed, without deliberation by the Board, to pay the balance by paying twenty-five percent of the balance during the first thirty-day period following the approval of the payment plan, with the remaining delinquent balance to be paid in five equal consecutive monthly installments.

7. Any Owner may submit a request for a payment plan that does not meet the foregoing guidelines, along with whatever information they wish the Board to consider, and the Board may approve or disapprove such payment plan, in its sole discretion; however, no payment plan shall exceed eighteen months or be shorter than three months.

8. The Association reserves the right to refuse to offer a payment plan to an Owner during a two (2) year period following an Owner's default under a previous payment plan.

9. If an Owner who is not qualified to receive a payment plan asks for a payment plan, the Board shall be entitled to approve or disapprove a payment plan, in its sole discretion.

10. Payments will be posted by the Association staff in a timely manner. A payment received by the Association from the Owner shall be applied to the Owner's debt in the following order of priority:

- (1) any delinquent assessment;
- (2) any current assessment;
- (3) any attorney's fees or third party collection costs incurred by the Association associated solely with assessments or any other charge that could provide the basis for foreclosure;
- (4) any attorney's fees incurred by the Association that are not subject to 10 (3) above;
- (5) any fines assessed by the Association; and
- (6) any other amount owed to the Association.

By their signatures below the President and the Secretary of the Association certify that the foregoing resolution was approved by the Board of Directors of the Association at a duly-called meeting of the Board of Directors at which a quorum of Directors was present, or by signed, unanimous written consent in lieu of a meeting.

PASSED, ADOPTED AND APPROVED on this the 16th day of May 2022.

WHITE OAK CREEK RANCH PROPERTY OWNERS' ASSOCIATION, INC.

By: 
Monte Magness, President

ATTEST:

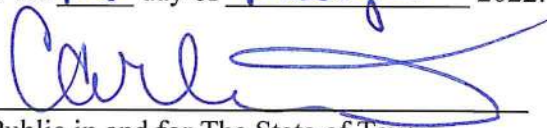
By: 
Dennis Jones, Secretary

THE STATE OF TEXAS §
 §
COUNTY OF Parker §

CERTIFICATE OF ACKNOWLEDGMENT

Before me, the undersigned Notary Public, on this day personally appeared Monte Magness who is personally known to me (or proved to me through a federal or state issued ID with photo and signature of person identified) to be the person whose name is subscribed to the foregoing instrument, and who has acknowledged to me that he is the President of White Oak Creek Ranch Property Owners' Association, Inc. and that by authority duly given and as the act of White Oak Creek Ranch Property Owners' Association, Inc. executed the instrument for the purposes and considerations expressed.

Given under my hand and seal of office on this the 16 day of May 2022.


Notary Public in and for The State of Texas



AFTER RECORDING, RETURN TO:

White Oak Creek Ranch Property Owners' Association, Inc.
110 W. Interstate 20, Frontage Road, Suite 120
Weatherford, Texas 76086



PROPERTY OWNERS' ASSOCIATION MANAGEMENT CERTIFICATE

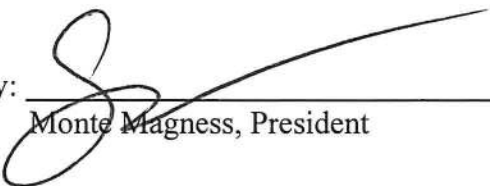
**WHITE OAK CREEK RANCH
PROPERTY OWNERS' ASSOCIATION, INC.**

STATE OF TEXAS §
§
COUNTY OF UPSHUR §

- 1. Name of Subdivision: White Oak Creek Ranch Subdivision
- 2. Name of Homeowners Association: White Oak Creek Ranch Property Owners' Association, Inc.
- 3. Recording Data for Subdivision: _____ of the Map and Plat
Records of the County Clerk of Upshur County, Texas as further described in the Declarations.
- 4. Recording Data for Declaration: See Exhibit "A"
- 5. Name and mailing address of Association: White Oak Creek Ranch Property Owners' Association, 110 W. Interstate 20, Frontage Road, Suite 120, Weatherford, Texas 76086.
- 6. Contact information for the Association is: Telephone No. (800) 710-0977 and
Email: cbellah@nlpllc.com and Website: www.whiteoakcreekranchpoa.com
- 7. The association's designated representative is: Monte Magness
- 8. Other information the Association considers appropriate for the governing, administration or operation of the subdivision and homeowners association: Bylaws and governing documents are filed of record with the Upshur County Clerk as set forth on Exhibit A.

Prospective purchasers are advised to independently examine all dedicatory instruments and governing documents for White Oak Creek Ranch Subdivision, as well as performing a physical inspection of the property and common areas, prior to purchase.

WHITE OAK CREEK RANCH PROPERTY OWNERS' ASSOCIATION, INC.

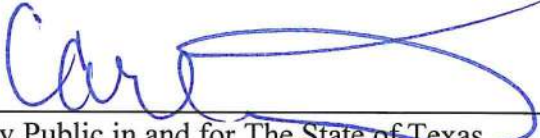
By: 
Monte Magness, President

THE STATE OF TEXAS §
 §
COUNTY OF Parker §

CERTIFICATE OF ACKNOWLEDGMENT

Before me, the undersigned Notary Public, on this day personally appeared Monte Magness who is personally known to me (or proved to me through a federal or state issued ID with photo and signature of person identified) to be the person whose name is subscribed to the foregoing instrument, and who has acknowledged to me that he is the President of White Oak Creek Ranch Property Owners' Association, Inc. and that by authority duly given and as the act of White Oak Creek Ranch Property Owners' Association, Inc executed the instrument for the purposes and considerations expressed.

Given under my hand and seal of office on this the 16 day of May
2022.



Notary Public in and for The State of Texas



AFTER RECORDING, RETURN TO:

White Oak Creek Ranch Property Owners' Association, Inc.
110 W. Interstate 20, Frontage Road, Suite 120
Weatherford, Texas 76086

EXHIBIT "A"

White Oak Creek Ranch, a subdivision located in Upshur County, Texas, and any other subdivisions which have been or may be subsequently annexed thereto and made subject to the authority of White Oak Creek Ranch Property Owners' Association, Inc., which sections were originally encumbered by restrictive covenants filed of record in Upshur County, Texas as follows:

DATE RECORDED	CLERK'S FILE NO.	DOCUMENT
May 17, 2022	202204060	Declaration of Covenants, Conditions, Restrictions, Easements, Charges, and Liens for White Oak Creek Ranch Subdivision
May 17, 2022	202204063	Resolution of the Board of Directors of White Oak Creek Ranch Property Owners' Association, Inc. Regarding Records Production and Copying Policy
May 17, 2022	202204062	Resolution of the Board Of Directors of White Oak Creek Ranch Property Owners' Association, Inc. Regarding Records Retention Policy
May 17, 2022	202204065	Resolution of the Board of Directors of White Oak Creek Ranch Property Owners' Association, Inc. Regarding Payment Plan Policy
May 17, 2022	202204064	Resolution of the Board of Directors of White Oak Creek Ranch Property Owners' Association, Inc. Regarding Procurement Policy
May 17, 2022	202204061	Bylaws of White Oak Creek Ranch Property Owners' Association, Inc., A Nonprofit Corporation

THE STATE OF TEXAS

COUNTY OF UPSHUR

I hereby certify that this instrument was FILED on the date and the time stamped hereon by me and was duly RECORDED in the Records of Upshur County, Texas.

202204066 CERT
05/17/2022 09:22 AM



Terri Ross

Terri Ross, County Clerk
Upshur County, Texas

THE STATE OF TEXAS §
 §
COUNTY OF Parker §

CERTIFICATE OF ACKNOWLEDGMENT

Before me, the undersigned Notary Public, on this day personally appeared Monte Magness who is personally known to me (or proved to me through a federal or state issued ID with photo and signature of person identified) to be the person whose name is subscribed to the foregoing instrument, and who has acknowledged to me that he is the President of White Oak Creek Ranch Property Owners' Association, Inc. and that by authority duly given and as the act of White Oak Creek Ranch Property Owners' Association, Inc executed the instrument for the purposes and considerations expressed.

Given under my hand and seal of office on this the 19 day of July 2022.



Carla Ann Dubics
Notary Public in and for The State of Texas

AFTER RECORDING, RETURN TO:

White Oak Creek Ranch Property Owners' Association, Inc.
110 W. Interstate 20, Frontage Road, Suite 120
Weatherford, Texas 76086

EXHIBIT "A"

White Oak Creek Ranch, a subdivision located in Upshur County, Texas, and any other subdivisions which have been or may be subsequently annexed thereto and made subject to the authority of White Oak Creek Ranch Property Owners' Association, Inc., which sections were originally encumbered by restrictive covenants filed of record in Upshur County, Texas as follows:

DATE RECORDED	CLERK'S FILE NO.	DOCUMENT
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May 17, 2022	202204061	Bylaws of White Oak Creek Ranch Property Owners' Association, Inc., A Nonprofit Corporation

THE STATE OF TEXAS

COUNTY OF UPSHUR

I hereby certify that this instrument was FILED on the date and the time stamped hereon by me and was duly RECORDED in the Records of Upshur County, Texas.

202206325 AMENDMNT
07/29/2022 01:07 PM



Terri Ross

Terri Ross, County Clerk
Upshur County, Texas