

Henderson County
Mary Margaret Wright
County Clerk
Athens, TX 75751

Instrument Number: 2018-00015264

As

Recorded On: 10/29/2018 10:33 AM Recordings - Land

Parties: KINGSPONTE SUBDIVISION

To: PUBLIC

Number of Pages: 9 Pages

Comment:

(Parties listed above are for Clerks reference only)

****Examined and Charged as Follows:****

Total Recording: 54.00

File Information:

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Receipt Number: 2018-17837

Recorded Date/Time: 10/29/2018 10:33 AM

Recorded By: Alisha Harris

*****DO NOT REMOVE. THIS PAGE IS PART OF THE INSTRUMENT*****

Any provision herein which restricts the Sale, Rental, or use of the described REAL PROPERTY
because of color or race is invalid and unenforceable under federal law.

I hereby certify that this instrument was filed and duly recorded
in the Official Records of Henderson County, Texas



A handwritten signature in cursive script, appearing to read "Mary Margaret Wright", is written over the printed name.

County Clerk
Henderson County, Texas

Record and Return To:

KINGSPONTE SUBDIVISION
PO BOX 95

MALAKOFF, TX 75148



BYLAWS
OF
KINGSPONTE PROPERTY OWNERS ASSOCIATION

A Non-Profit Association
Incorporated Under the Laws of Texas

CHAPTER I
NAME

The name of this Association shall be the KingsPointe Property Owners Association, hereinafter referred to as the "POA".

CHAPTER II
ADDRESS

The registered address of the POA is Post Office Box 95, Malakoff, TX 75148. The business of the POA may be conducted in such locations other than the registered office, within or outside of the physical area of the KingsPointe subdivision, as the elected officers may from time to time determine.

CHAPTER III
OBJECTIVES

The objectives of the POA shall be to:

- A. Represent the concerns of the Property Owners.
- B. Help ensure property values remain consistent with other lake developments.
- C. Promote future development through enforcement of rules as designated by the Restrictions, Covenants and Reservations of the KingsPointe Subdivision as registered in instrument number **2018-00015264** (filed 10/29/2018) of the Henderson County property records.
- D. Do all those things necessary, proper and convenient for accomplishing the foregoing, consistent with the laws of the State of Texas.

CHAPTER IV
POA BOARD OF OFFICERS

A. Designation

The Officers of the POA shall consist of a President, a Vice-President, a Secretary, and a Treasurer.

B. Candidate Qualifications

A candidate for office must be a Property Owner in good standing. Under no circumstances shall a candidate be considered qualified if the candidate cohabitates, resides, or lives with a current officer or a current candidate for office. Nor shall a candidate be considered qualified if the candidate is related to a current officer or a current candidate for office by blood, marriage, or co-ownership of property in the KingsPointe Subdivision.

C. Election

Candidates for office shall be chosen by and from the Property Owners in good standing with the POA at the **3rd quarterly meeting of the calendar year. Election of officers is to be held at the 4th quarterly meeting with the successful candidates automatically taking office effective January 1st of the following year. Terms shall be for a period of two (2) years and are to be staggered with the President and Secretary standing for election in even numbered years and the Vice-President and Treasurer standing for election in odd numbered years so as to provide continuity on the Board.**

D. Resignation / Removal from Office

1. Voluntary Resignation

Any officer may resign his/her office by written notice to the POA. Resignation is effective upon receipt or as set forth in the written notice of the resignation.

2. Implied Resignation

Any Officer shall be considered to have tendered his or her resignation effective immediately upon either: 1) Missing consecutive quarterly membership meetings without having provided acceptable reasoning for the absences to the Board in advance; or 2) Lost status as a Property Owner in good standing with the POA.

3. Removal from Office

Any Officer may be removed from office by a vote of Property Owners (as defined in Chapter V) whereby 50% +1 of all Property Owners in good standing (not just those present and accounted for via proxies) vote for the removal. If the vote is successful, the office will be vacated immediately.

E. Vacancies

1. Single Vacancies

The remaining Officers shall assume the responsibilities of a vacant office until an election of an interim officer is made at the next quarterly meeting. If one quarter is left in the calendar year, an election of an interim officer is not necessary.

2. Multiple Vacancies

Immediately upon the vacation or announcement of vacation of any office that results in fewer than two Officers remaining on the Board, the **remaining Officer is directed to immediately call an emergency meeting of the Property Owners to occur no fewer than ten days and no more than fifteen days after said vacation or announcement to call for nominations to fill all vacant offices.** The remaining Officer is also directed to call a second emergency meeting to occur no fewer than ten days and no more than fifteen days after the first emergency meeting to conduct elections for all vacant offices. The successful candidates will take office immediately.

3. Vacant Board

At any point in time where, for whatever reason, none of the board offices are filled, **any Property Owner in good standing** (as defined in Chapter V & Chapter VII) **may call an emergency meeting to fill the vacancies through the process laid out in the Multiple Vacancies section in this chapter. Said Property Owner must post a notice at both entrances to the subdivision. The notice must include the purpose, time, date, and location of the meeting.**

F. Limitation of POA Board Officer Positions per Property Owner and/or Household

Under no circumstances shall a candidate be considered qualified if the candidate cohabitates, resides, or lives with a current officer or a current candidate for office. Nor shall a candidate be considered qualified if the candidate is related to a current officer or a current candidate for office by blood, marriage, or co-ownership of property in the KingsPointe Subdivision.

G. Powers and Duties

1. The President

- a. Shall be the chief executive officer of the POA;
- b. Shall preside at all meetings of the POA;
- c. Shall drive the enforcement of the Restrictions, Covenants and Reservations of the KingsPointe Subdivision; and
- d. Shall have such other additional duties as may be placed upon him or her by these Bylaws.

2. The Vice-President

- a. Shall temporarily assume the duties of President if that position becomes vacant and serve until it is filled by an election.
- b. Shall preside at meetings in the President's absence.
- c. Shall assist the President in driving the enforcement of the Restrictions, Covenants and Reservations of the KingsPointe Subdivision; and
- d. Shall assist the President with such other additional duties as may be placed upon him or her by these Bylaws.

3. The Secretary

- a. Shall temporarily assume the duties of Vice-President if that position becomes vacant and serve until it is filled by an election;
- b. Shall preside at meetings in the President's and Vice-President's absence;
- c. Shall maintain a list of property owners;
- d. Shall keep and publish accurate records and minutes of any proceedings of the POA.

4. The Treasurer

- a. Shall temporarily assume the duties of Secretary if that position becomes vacant and serve until it is filled by an election;
- b. Shall preside at meetings in the President's, Vice-President's and Secretary's absence;
- c. Shall keep current, correct and complete books and records of accounts of the POA;
- d. Shall generally oversee the investment and/or placement of the funds and other assets of the POA; and
- e. Shall arrange for an annual audit of the books and records of the POA by a certified public accountant by a majority vote of Property Owners in good standing.

5. Legal Counsel to the POA

The Officers shall engage legal counsel for the POA upon such terms and conditions, as it deems advisable.

CHAPTER V MEMBERSHIP

All Property Owners in the KingsPointe Subdivision shall be members of the KingsPointe Property Owners Association.

“A Property Owner” is hereby defined as a person owning one or more lots or a group of persons collectively owning one or more lots both being irrespective of the number of Dues or sets of Dues being billed for by the POA.

CHAPTER VI POA MEETINGS

A. Regular Meetings

Regular quarterly meetings of the Membership shall be held each year, at such time, place and date that may be determined by the Officers. Notice of an upcoming meeting shall be given to all Property Owners at the time the minutes of the last meeting are issued or made available. Notice stating the time, place and purpose of any meeting shall be made available or delivered via either, email, or by mail to the last known address of each Property Owner.

B. Special Meetings

Special meetings of the Membership may be called by the President either pursuant to a resolution adopted by the Officers, or upon receipt by him or her of a request in writing, stating the purpose or purposes thereof and signed by the majority of Property Owners in good standing.

Notice stating the time, place and purpose of any special meeting shall be made available or delivered via either, email, or by mail to the last known address of each Property Owner **not less than ten (10) days nor more than thirty (30) days before the date of such meeting.**

CHAPTER VII VOTING

A. Qualifications

Each Property Owner in good standing (all Dues, Assessments, and any Fees paid and current) with the POA shall be entitled to one (1) vote in the affairs of the POA, which may be exercised by the representative designated for that purpose by the owner of record. In the event a Property Owner owns multiple lots and pays multiple sets of dues, the Property Owner shall be entitled to a vote for each set of dues paid as follows: a minimum of two (2) votes but limited to a number of votes not to exceed twenty percent (20%) of the total votes at any time.

B. Quorum

At any membership meeting, the presence, in person or by proxy, of ten percent (10%) of the Property Owners in good standing shall constitute a quorum.

C. Action of the Membership

A majority of qualified votes cast by Property Owners in good standing present, either in person or by proxy, at any membership meeting at which a quorum is present constitutes an action of the Membership.

D. Proxies

Property Owners in good standing may vote at a meeting by proxy executed in writing by such Property Owner. No proxy shall be valid after six (6) months from the date of its execution

unless otherwise provided in the proxy. The presentation of fraudulent proxies by a Property Owner will result in the Property Owner being banned from presenting proxies at any point in the future, prosecution to the fullest extent of the law, and banned from voting on all future affairs related to the POA.

CHAPTER VIII POA DUES

A. Annual Dues Schedule

POA Dues run from a period of July 1st through June 30th of each calendar year.

B. Annual Dues Rate

Dues were established under Item 14 of the Restrictions, Covenants and Reservations of the KingsPointe Subdivision, dated **October 1, 2018**.

C. Annual Dues Rate Changes

Changes in annual Dues rates shall be established by a two-thirds (2/3) vote of Property Owners in good standing present and voting, in person or by proxy at any meeting, provided that ninety (90) days' notice thereof, setting forth the proposed changes, has been given to the Property Owners or by letter ballot by two-thirds (2/3) vote of Property Owners in good standing responding within sixty (60) days of the original mailing of the letter ballot.

E. Payment

Annual Dues shall be due and payable by July 1st of each year and the Treasurer shall render bill in advance for the same. Dues not received prior to September 1st of the same year will be considered delinquent.

F. Delinquency in Payment of Dues

As identified in Item 13 of the Restrictions, Covenants and Reservations, the POA dues shall be and is hereby secured by a lien on each tract respectively and shall be payable to the KingsPointe Property Owners Association from the date of purchase or after July 1, 1988, whichever is later. Dues shall be current at the time of sale of property. When a property is either sold or ownership is transferred in any form without the purchase of a Title Policy, the new Property Owner is responsible for any Dues, Assessments or Fees owed to the POA by the previous Property Owner.

Dues are invoiced the first week of June. Dues are due July 1st of each year and will be considered delinquent if not received by the POA prior to September 1st of the same year. A late fee of thirty dollars (\$30.00) will be added to all Dues on the 1st day of each quarter, starting with the 1st of September, and continuing until the Dues and all associated fees are paid in full. Each year's Dues will be calculated and accounted for independently from other years. In cases where more than one year's Dues are delinquent, a late fee will be added to each set of Dues each quarter that is delinquent. All payments will be applied to the oldest balance due.

G. Annual Dues – Tract

Per vote at the July 16, 2016 POA meeting, a vote was taken to amend the dues per tract. Beginning January 1st, 2017 annual Dues are billed to each property owner for each lot owned.

For property owners that owned more than one lot prior to January 1st, 2017, one set of Annual Dues is owed for each tract in which a single owner owns lots that are adjoining each other. Property owned directly across the street of the original property shall also be considered an adjoining lot.

CHAPTER IX
LEGAL OBLIGATIONS

A. Contracts

Officers shall act as agents for the POA for the purpose of entering into any contract or executing and delivering any instruments.

B. Legal Actions

1. Actions on Restrictions, Covenants and Reservations

The Officers of the POA have the right and shall enforce the Restrictions, Covenants and Reservations of the KingsPointe Subdivision. The Officers shall provide written notification of non-compliance to the Property Owner. The Property Owner shall have thirty (30) days to comply with the Restrictions, Covenants and Reservations. If the Property Owner fails to take corrective action, the Officers shall have the right to either hire a contractor or have POA volunteers bring the inadequacy into compliance and bill the Property Owner for the work done to bring the inadequacy into compliance. When POA volunteers perform the work, the POA will charge a minimum of one hundred dollars (\$100.00) per violation and may charge within a minimum of fifty dollars (\$50.00) per hour per volunteer not to exceed one hundred dollars (\$100.00) per hour per volunteer plus any equipment and supply costs. The Property Owner shall be responsible for payment of these services and will be considered delinquent if payment has not been received within 60 days of the billing date. A monthly late Fee will be accessed per the procedure described in Chapter VIII section F. Failure to pay for billed services will result in the Property Owner being taken to the appropriate court for collection action and/or have a lien filed on the property.

2. Actions on Delinquent POA Dues

POA Dues not paid within six (6) months of the annual due date (July 1st) may be either directed to the appropriate court for collection action or result in having a lien filed for all delinquent Dues and related Fees. When approved by both the POA Board and Executive Committee, a written and agreed upon payment schedule for delinquent dues may be considered.

3. Actions on Returned Checks

Checks returned for insufficient funds are subject to a fifty-dollar (\$50.00) processing fee and, if necessary, forwarded to a collection agency and/or added to any amount owed and included in the amount of any lien being filed on the property if applicable.

4. Actions on Liens

In the event a lien is filed on a property, a one hundred-dollar (\$100.00) processing fee will be added to any amount and included in the amount the lien is being filed for. The POA reserves the right to file a lien at any time to recover delinquent Dues, Assessments, and related Fees.

C. Indemnification

Every Officer shall be indemnified by the POA against all liabilities imposed upon them in connection with any proceeding or any settlement thereof, to which they may be made a party, or in which they may become involved, by reason of their duties with the POA, except in cases adjudged to be willful and misfeasance or malfeasance in the performance of duties. The foregoing right of indemnification shall be in addition to and not exclusive of all other rights to which indemnified persons may be entitled.

CHAPTER X
FINANCES

A. Appropriations

1. Petty Cash Fund

Appropriations from the funds of the POA by individual Officers, without the concurrence of the Property Owners in good standing, are limited to a one hundred dollar (\$100.00) petty cash fund used solely for the administrative duties of the POA Officers. This fund is to be reconciled at least quarterly by the Treasurer who is then to give a detailed report of the expenses to the property owners at the next quarterly meeting.

2. Appropriated Expenses, and Unforeseen Expenses

The POA Officers are authorized to make payment for all expenses that have been specifically approved by the property owners. The POA Officers are, upon their unanimous approval, authorized to make payment for unforeseen expenses up to one thousand dollars (\$1000.00).

3. All other Expenses

All other expenditures must be submitted to the Property Owners for approval at a quarterly or special called meeting. A majority of qualified votes cast by Property Owners in good standing present, either in person or by proxy, at any membership meeting at which a quorum is present is required for approval.

B. Checks

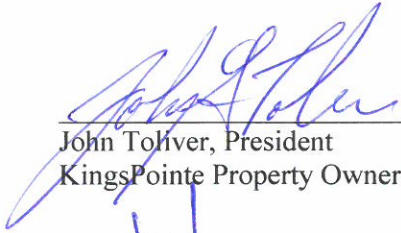
All checks, drafts and other orders of payment of money, notes or other evidences of indebtedness issued in the name of the POA shall be signed by two (2) Officers of the POA.

C. Fiscal Year

The fiscal year of this POA shall commence January 1 of each year and terminate December 31 of each year.

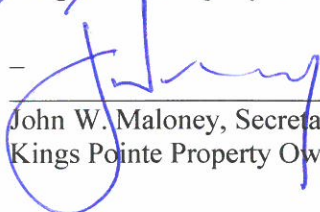
CHAPTER XI
AMENDMENT

These bylaws may be amended, repealed or new bylaws adopted by two-thirds (2/3) vote of Property Owners in good standing present and voting, in person or by proxy at any meeting, provided that ninety (90) days' notice thereof, setting forth the proposed changes, has been given to the members or by letter ballot by two-thirds (2/3) vote of Property Owners in good standing responding within sixty (60) days of the original mailing of the letter ballot.



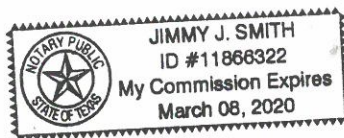
John Toliver, President
KingsPointe Property Owners Association

Date 10 / 29 / 2018



John W. Maloney, Secretary
Kings Pointe Property Owners Association

Date 10 / 29 / 2018



State of Texas

County of Henderson

This instrument was acknowledged before me on 10 / 29 / 2018

Notary Public



