

NOTICE OF FILING OF DEDICATORY INSTRUMENTS
FOR
MCALPIN MANOR
PURSUANT TO SECTION 202.006 OF THE TEXAS PROPERTY CODE
[BYLAWS]

STATE OF TEXAS
COUNTY OF ELLIS

§
§
§

KNOW ALL MEN BY THESE PRESENTS:

THIS NOTICE OF FILING OF DEDICATORY INSTRUMENTS FOR MCALPIN MANOR PURSUANT TO SECTION 202.006 OF THE TEXAS PROPERTY CODE (this "Notice") is made this 13th day of September, 2019, by McAlpin Manor Homeowners' Association (the "Association").

WITNESSETH:

WHEREAS, RVG Investments, LLC ("Declarant") prepared and recorded an instrument entitled "Declaration of Covenants, Conditions & Restrictions of McAlpin Manor" on or about September 26, 2014, as Instrument No. 1421098 at Volume 02792, Page 0184 *et seq.* of the Real Property Records of Ellis County, Texas (the "Declaration"); and

WHEREAS, the Association is the property owners' association created by the Declarant to manage or regulate the planned development subject to the Declaration, which development is more particularly described in the Declaration; and

WHEREAS, Section 202.006 of the Texas Property Code provides that a property owners association must file each dedicatory instrument governing the association that has not been previously recorded in the real property records of the county in which the development is located; and

WHEREAS, the Association desires to record this Notice with the dedicatory instrument attached as Exhibit "A", pursuant to and in accordance with Section 202.006 of the Texas Property Code.

NOW, THEREFORE, the dedicatory instrument attached hereto as **Exhibit "A"** is a true and correct copy of the original and is hereby filed of record in the Real Property Records of Ellis County, Texas, in accordance with the requirements of Section 202.006 of the Texas Property Code.

IN WITNESS WHEREOF, the Association has caused this Notice of Filing of Dedicatory Instruments for McAlpin Manor to be executed by its duly authorized agent as of the date first above written.

MCALPIN MANOR HOMEOWNERS' ASSOCIATION,
a Texas non-profit corporation

By:

Chad Gung

Its:

Secretary

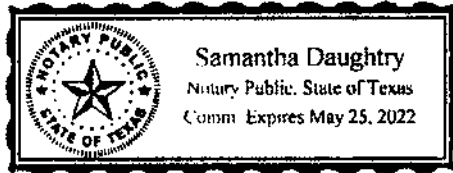
FILED FOR RECORD - ELLIS COUNTY TEXAS
INST NO. 1929135 FILING DATE/TIME: 04/01/2019 01:08:36:00 AM

ACKNOWLEDGMENT

STATE OF TEXAS §
 §
COUNTY OF ELLIS §

George **BEFORE ME**, the undersigned authority, on this day personally appeared Charles,
of McAlpin Manor Homeowners' Association, known to me to be the person
whose name is subscribed to the foregoing instrument and acknowledged to me that (s)he executed the
same for the purposes and consideration therein expressed on behalf of said corporation.

SUBSCRIBED AND SWORN TO BEFORE ME on this 13th day of September, 2019.



Samantha Daughtry
Notary Public, State of Texas

May 25, 2022
My Commission Expires

Exhibit "A"

Bylaws of McAlpin Manor Homeowners' Association

**BYLAWS
OF
MCALPIN MANOR HOMEOWNERS'
ASSOCIATION, INC.**



BYLAWS

OF

MCALPIN MANOR HOMEOWNERS' ASSOCIATION

STATE OF TEXAS §
 § **KNOW ALL PERSONS BY THESE PRESENTS;**
COUNTY OF ELLIS §

THESE BYLAWS OF MCALPIN MANOR HOMEOWNERS' ASSOCIATION (these "**Bylaws**") are adopted as of the 5th day of September, 2019, by the Board of Directors (the "**Board**") of **MCALPIN MANOR HOMEOWNERS' ASSOCIATION**, a Texas nonprofit corporation (hereinafter referred to as the "**Association**").

WITNESSETH:

WHEREAS, RVG Investments, LLC (the "**Developer**"), prepared and recorded an instrument entitled "Declaration of Covenants, Conditions and Restrictions of McAlpin Manor" on September 26, 2014, in Volume 02792, Page 0184 of the Real Property Records of Ellis County, Texas (the "**Declaration**"); and

WHEREAS, the Declaration provides that every owner of a Lot shall also be a member of a property owners association, and shall be responsible for the payment of dues or assessments to the property owners association; and

WHEREAS, the McAlpin Manor Homeowners' Association was created as a Texas nonprofit corporation, and the Board desires to adopt bylaws to govern the administration of the Association, including the election of directors and officers, the noticing of meetings of the Association, and such other matters as set forth in these Bylaws.

WHEREAS, at a meeting of the Board held on the 5th day of September, 2019, Board Members representing at least a majority of the Board approved of the adoption of the following initial Bylaws of the Association:

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BYLAWS
OF
MCALPIN MANOR HOMEOWNERS' ASSOCIATION

These **BYLAWS OF MCALPIN MANOR HOMEOWNERS' ASSOCIATION** (hereinafter called the "**Bylaws**") govern the affairs of **MCALPIN MANOR HOMEOWNERS' ASSOCIATION**, a nonprofit corporation (hereinafter called the "**Association**") that is organized under the Texas Business Organizations Code (hereinafter called the "**Code**").

ARTICLE ONE
OFFICES

1.1. **PRINCIPAL OFFICE**. The principal office of the Association in the State of Texas shall be located in Ellis County, Texas. The Association may have such other offices, either within or without the State of Texas, as the Board of Directors may determine or as the affairs of the Association may require from time to time. The Board of Directors may change the location of any office of the Association.

1.2. **REGISTERED OFFICE AND REGISTERED AGENT**. The Association shall have and continuously maintain in the State of Texas a Registered Office and a Registered Agent as required by the Code. The Registered Office may be, but need not be, the same as the principal office of the Association. The Board of Directors may change the Registered Office or the Registered Agent, or both, from time to time.

ARTICLE TWO
DEFINITIONS

The terms that are defined in that certain Declaration of Covenants, Conditions and Restrictions of McAlpin Manor on September 26, 2014, in Volume 02792, Page 0184 of the Real Property Records of Ellis County, Texas (the "Declaration"), with respect to the McAlpin Manor planned development that is located in the City of Midlothian, Ellis County, Texas, as the Declaration may be amended, changed or modified from time to time, shall have the same meanings in these Bylaws.

ARTICLE THREE
MEMBERSHIP AND VOTING RIGHTS

3.1. **MEMBERSHIP**. Each person and/or entity who owns a fee or undivided fee interest in a Lot that is a part of the Property, shall be a Member of the Association. Persons or entities who hold an interest in a Lot merely as security for the performance of an obligation shall not be a Member of the Association; provided, however, that the purchaser at a foreclosure sale or trustee's sale shall be a Member of the Association. Membership shall be appurtenant to and shall not be separated from ownership of any Lot that is a part of the Property.

3.2. MEMBERS. The Association shall have one class of voting membership. The Members shall be all Owners and shall be entitled to one (1) vote for each Lot owned by a Member. When more than one person or entity owns an interest in any Lot, all such persons and entities shall be Members of the Association, but the vote for that Lot shall be exercised as the owners of the Lot shall among themselves determine. In no event shall more than one (1) vote be cast with respect to any Lot owned by one or more Members.

ARTICLE FOUR

MEETINGS OF MEMBERS

4.1. ANNUAL MEETINGS. An annual meeting of the Members shall be held in the first quarter of each calendar year for the purpose of electing Directors and for the transaction of other business as may come before the meeting. If the day fixed for the annual meeting shall be on a legal holiday in the State of Texas, the meeting shall be held on the next succeeding Monday. If the election of Directors is not held on the day designated herein for any annual meeting, or at any adjournment thereof, the Board of Directors shall cause the election to be held at a special meeting of the Members as soon as reasonably possible.

4.2. SPECIAL MEETINGS. Special meetings of the Members may be called by the President, the Board of Directors or upon written request of Members representing at least ten percent (10%) of the total votes of the Association.

4.3. PLACE OF MEETINGS. The Board of Directors may designate any place as the place of meeting for any annual meeting or for any special meeting.

4.4. NOTICE OF MEETINGS. Written or printed notice stating the place, day and hour of any meeting of Members shall be delivered, either personally, by mail or by electronic mail, to each Member entitled to vote at the meeting, not less than ten (10) nor more than sixty (60) days before the date of the meeting, by or at the direction of the President, the Secretary or the Officers or persons calling the meeting. In case of a special meeting, the purpose or purposes for which the meeting is called shall also be stated in the notice. If personally delivered, the notice of a meeting shall be deemed to be delivered when actually received by the recipient thereof. If mailed, the notice of a meeting shall be deemed to be delivered when deposited in the United States mail, postage prepaid and addressed to the Member at his or her address as it appears on the books of the Association. If electronically mailed, the notice of a meeting shall be deemed to be delivered when the Association electronically transmits the notice to the Member's registered electronic mail address as it appears on the records of the Association. Each Member must keep an updated electronic mail address registered with the Association.

4.5. QUORUM AND MANNER OF ACTION. The presence at the meeting of Members entitled to cast, or of proxies entitled to cast, twenty percent (20%) of all the votes of the Members shall constitute a quorum. If a quorum is not present or represented at any meeting of Members, Members holding a majority of the votes present or represented at the meeting may adjourn the meeting from time to time without notice other than announcement at the meeting until a quorum shall be present. At a reconvened meeting at which a quorum is present or represented, any business may be transacted which

might have been transacted at the meeting as originally noticed. When a quorum is present or represented at any meeting, the vote of the majority of the votes entitled to be cast by the Members present or represented at the meeting shall be required to decide any question brought before the meeting, unless the question is one upon which a different vote is required by express provision of the Code.

4.6. VOTING METHODS. Members may vote in person, by proxy, by absentee ballot or by electronic ballot except as specifically provided otherwise in the Declaration, these Bylaws, the Certificate of Formation or any rules and regulations promulgated thereunder (collectively, the "**Governing Documents**"). The available methods of voting need not include all four methods, but must include voting by proxy and absentee ballot. An electronic ballot means a ballot given by (i) electronic mail, (ii) facsimile, or (iii) posting on an Internet website, for which the identity of the Member can be confirmed and for which the Member may receive a receipt of the transmission and receipt of the Member's ballot. All proxies, absentee ballots and electronic ballots shall be in writing, dated, signed by the Member and filed with the Secretary or other person designated by the Board to receive proxies/ballots before the appointed time of each meeting. The Board may elect to allow Members to cast their votes by secret ballot unless the vote is cast for those items listed in Section 209.0058(a) of the Code. If so elected, the Board shall take measures to reasonably ensure that (i) a Member cannot cast more votes than the Member is eligible to cast in an election or vote; (ii) the Association counts each vote cast by a Member that the Member is eligible to cast; and (iii) in any election for the Board, each candidate may name one person to observe the counting of the ballots, provided that this does not entitle any observer to see the name of the person who cast any ballot, and that any disruptive observer may be removed from the area where the ballots are being counted. If an electronic ballot is posted on an Internet website, a notice of the posting shall be sent to each Member that contains instructions on obtaining access to the website posting.

Proxies and absentee ballots shall be deemed to have been filed upon the Secretary's or other designated person's receipt of the proxy/absentee ballot by mail, facsimile or hand delivery. Ballots cast electronically shall be deemed to have been filed upon the Secretary's or other designated person's receipt of the electronic ballot as evidenced by a facsimile confirmation receipt or an electronic transmission receipt. Electronic ballots must be filed at least one (1) hour prior to the time of the meeting. Electronic ballots which are electronically mailed from the Member's registered electronic mail address shall be deemed to be signed by the Member.

Every proxy shall be revocable and shall automatically cease upon conveyance by the Member of such Member's Lot, or upon receipt of notice by the Secretary of the death or judicially declared incompetence of a Member, or of written revocation, or upon the expiration of eleven (11) months from the date of the proxy. Any proxy designated for a meeting which is adjourned, recessed or rescheduled, is valid for the reconvened meeting unless the proxy is revoked in writing prior thereto.

4.7. CONDUCT OF MEETING. At every meeting of the Members, the President, or in his or her absence, the Vice President, shall act as Chair. The Secretary of the Association, or in his or her absence, the Assistant Secretary, or in his or her absence, any person appointed by the Chair, shall act as Secretary at all meetings of the Members.

4.8. TELEPHONIC AND ELECTRONIC MEETINGS. Subject to Board approval, Members of the Association may participate in and hold meetings of the Association by means of conference telephone or similar communications equipment, or another suitable electronic communications system, including videoconferencing technology or the Internet, or any combination, if the telephone or other equipment or system permits each person participating in the meeting to communicate with all other persons participating in the meeting. If voting or an election is to take place outside of a meeting, including voting by electronic or telephonic means, the Board must (i) provide notice of the election or vote to all Members entitled to vote on any matter under consideration not later than the 20th day before the latest date on which a ballot may be submitted to be counted, (ii) implement reasonable measures to verify that every person voting at the meeting by means of remote communications is sufficiently identified; and (iii) keep a record of any vote or other action taken. Participation in the meeting constitutes presence in person at the meeting, except where a person participates in the meeting for the express purpose of objecting to the transaction of any business on the ground that the meeting is not lawfully called or convened.

4.9. ACTION WITHOUT MEETING. Any action required or permitted to be taken at a meeting of the Members may be taken without a meeting if a consent in writing, setting forth the action to be taken, shall be signed by a majority of all Members, or fifty-one percent (51%), to take that action. The written consents of the Members shall be placed in the corporate books and records of the Association.

4.10. RECOUNT OF VOTES. A Member may request a recount of the votes cast by the Members at a meeting no later than the 15th day after the later of (i) the date of the meeting of Members at which the election or vote was held, or (ii) the date of the announcement of the results of the election or vote. A demand for a recount must be submitted in writing either by verified mail or by delivery by the United States Postal Service with signature confirmation service to the Association's mailing address as reflected on the certificate required to be recorded pursuant to Section 209.004 of the Texas Property Code (the "Management Certificate"); or in person to the managing agent as reflected on the latest Management Certificate or to the address to which absentee and proxy ballots are mailed. Upon the Board's timely receipt of a written request for a recount, the Board shall estimate the costs for performance of the recount by a person qualified to tabulate votes under the Code and must send an invoice for the estimated costs to the requesting Member at the Member's last known address according to the Association's records not later than the 20th day after the date the Association receives the Member's demand for the recount. The Member demanding a recount must pay the invoice in full to the Association on or before the 30th day after the date the invoice is sent to the Member. If the invoice is not paid by the deadline prescribed above, the Member's demand for a recount is considered withdrawn and a recount is not required. If the estimated costs are lesser or greater than the actual costs, the Association shall send a final invoice to the Member on or before the 30th business day after the date the results of the recount are provided. If the final invoice includes additional amounts owed by the Member, any additional amounts not paid to the Association before the 30th business day after the date the invoice is sent to the Member may be added to the Member's account as an assessment. If the estimated costs exceed the final invoice amount, the Member is entitled to a refund. The refund shall be paid to the Member at the time the final invoice is sent under this Section 4.10.

Following receipt of payment of the invoice for the cost of the recount, the Association shall engage the services of a person qualified to tabulate the votes. This person must (i) not be a Member of

the Association or related to a Member of the Board; and (ii) be a current or former county judge, county elections administrator, justice of the peace, county voter registrar, or a person mutually agreed upon by the Board and each requesting Member. On or before the 30th day after the date of receipt of payment for the recount the recount must be completed and the Association shall provide written notice of the results of the recount to each Member who requested the recount. If the recount changes the results of the election, the Association shall reimburse the requesting Member for the cost paid by the Member for the recount not later than the 30th day after the date the results of the recount are provided. Any action taken by the Board in the period between the initial election vote tally and the completion of the recount is not affected by any recount.

ARTICLE FIVE

BOARD OF DIRECTORS

5.1. **GENERAL AND ELECTION.** The Board of Directors shall manage the affairs of the Association. The Directors shall be elected by the Members. Directors must be Members of the Association. If the Board is presented with written, documented evidence from a database or other record maintained by a governmental law enforcement authority that a Director was convicted of a felony or crime involving moral turpitude not more than twenty (20) years before the date the Board is presented with the evidence, the Director is immediately ineligible to serve on the Board, automatically considered removed from the Board if a Director, and prohibited from future service on the Board until such time as twenty (20) years has passed since the conviction of any of the above crimes.

5.2. **NUMBER AND TENURE.** The Board of Directors shall consist of no less than three (3) Directors and no more than five (5) Directors. Each Director shall serve for a term of two (2) years unless revised by a resolution of the Board of Directors before the commencement of any given term and until their successors shall have been elected and qualified. Board terms shall be staggered so that two (2) or three (3) Directors are elected every other year. There shall be no term limits unless the Board of Directors provides otherwise by resolution passed prior to the commencement of any election. Any Member may run for the Board of Directors. At the annual meeting of the Members, the Members shall elect the Directors.

5.3. **NOMINATION AND ELECTION PROCEDURES.**

(A) **Nominations.** Nominations for election to the Board may be made from the floor, by written request of a Member to the Secretary or other person, or by a committee designated by the Board to accept nominations, such as a Nominating Committee. The Nominating Committee, if created, shall consist of a chairman, who shall be a director, and two (2) or more Members. The Nominating Committee shall be appointed, if at all, by the Board not less than thirty (30) days prior to each annual meeting of the Members to serve a term of one (1) year or until their successors are appointed.

Prior to sending out ballots for purposes of electing directors, the Association will send notice to the Members soliciting candidates interested in running for a position on the Board. The notice will give owners at least ten (10) days to submit a request to be added to the ballot, and will be sent in the same manner as the notice of Board meetings—by mail, or by posting notice on the Common Properties or

Association website and sending notice via email. Any Member whose nomination is received by the Secretary or other designated person or committee by the deadline provided in the notice shall be included on the proxy/absentee ballot of the Association provided with the notice of the annual meeting. Any Member whose nomination is received after this period as well as any Member nominated from the floor at the annual meeting shall be included among the nominees running for election to the Board. A change in the list of nominees after the date that the annual meeting notice is sent shall not constitute an amendment to the motion to elect directors. All candidates shall have a reasonable opportunity to communicate their qualifications to the Members and to solicit votes. The Board may adopt additional rules governing the procedures for the nomination of directors.

(B) Election Procedures. Each Member may cast all votes attributed to the Lots which such Member represents for each vacancy to be filled. A candidate, or his or her parent, child, brother, sister, grandparent, grandchild, great grandparent, great grandchild, aunt, or uncle may not count the votes for an election. A person who is authorized to count votes may not disclose to any other person how a Member voted; provided, however, that in the event of a recount, the person conducting the recount may be provided access to the ballots for purposes of the recount. There shall be no cumulative voting. That number of candidates equal to the number of positions to be filled and who receive the greatest number of votes shall be elected. The directors elected by the Members shall hold office until the expiration of his or her term and until his or her successor is duly elected and qualified. Directors may be elected to serve any number of consecutive terms.

5.4. REMOVAL. Any Director may be removed either for or without cause at any special or annual meeting of Members, by the affirmative vote of a majority of the Members present, in person or by proxy, at such meeting if notice of intention to act upon such matter shall have been given in the notice calling such meeting. Upon removal of a Director, a successor shall then and there be elected by the Members to fill the vacancy for the remainder of the term of such Director.

5.5. VACANCIES. In the event of the death, disability, ineligibility or resignation of a Director, a vacancy may be declared by the Board, and it may appoint a successor to serve for the remainder of the term of such Director. Alternatively, the Board may call for an election for the purpose of electing a successor to fill any such vacancy on the Board. In such case, the Members shall be entitled to elect a successor to serve for the remainder of the term of such predecessor Director. Any directorship to be filled by reason of an increase in the number of Directors shall be filled by election at an annual meeting of Members or at a special meeting of the Members called for that purpose.

5.6. REGULAR MEETINGS. Regular meetings of the Board of Directors shall be held at the times and at the places as shall be fixed from time to time by resolution of the Board of Directors. In the event that the date of any meeting falls upon a legal holiday, then that meeting shall be held at the same time on the next business day that is not a legal holiday.

5.7. ANNUAL MEETINGS. Annual meetings of the Board of Directors may be held immediately after, and at the same place as, the annual meeting of the Members.

5.8. SPECIAL MEETINGS. Special meetings of the Board of Directors may be called by or at the request of the President or any Director. The person authorized to call special meetings of the Board of Directors may fix any place as the place for holding the special meeting of the Board of Directors called by that person. When a quorum is present or represented at any meeting as set forth in Section 5.12 below, the vote of the majority of the Directors present at the meeting shall be required to decide any question brought before the meeting.

5.9. NOTICE. Notice of any meeting of the Board of Directors shall be given to each Director by one of the following methods: (i) by personal delivery; (ii) written notice by first-class mail, postage prepaid; (iii) by telephone communication, either directly to the director or to a person at the director's office or home who would reasonably be expected to communicate such notice promptly to the director; or (iv) by electronic mail, facsimile, computer, fiber-optics or other communication device. All such notices shall be given at the Director's telephone number, facsimile number, registered electronic mail address, or sent to the Director's address as shown on the records of the Association. Notices sent by first-class mail shall be deposited into a United States mailbox at least four (4) days before the time set for the meeting. Notices given by personal delivery, telephone, text message, electronic mail or other device shall be delivered or transmitted at least seventy-two (72) hours before the time set for the meeting. The attendance of a Director at a meeting shall constitute a waiver of notice of such meeting, except where a Director attends a 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. The notice shall specify the date and time of the meeting, and if the meeting is held solely by using a conference telephone or other communication system, the location of the meeting, and, for special meetings, the nature of any special business to be considered.

5.10. NOTICE TO MEMBERS. Except as provided in Section 5.11, notice of the date, time, place, and general subject matter, including a general description of matters to be considered in executive session, of each Board meeting shall be given to each Member by one of the following methods: (i) by personal delivery of written notice; (ii) written notice by first-class mail, postage prepaid; (iii) by posting notice in a conspicuous manner in the community on the Common Properties or on privately-owned property with the property owner's consent **and** by electronic mail to each Member who maintains a registered electronic mail address with the Association; or (iv) by posting notice on a website, if any, maintained by or on behalf of the Association **and** by electronic mail to each Member who maintains a registered electronic mail address with the Association. It is each Member's duty to keep an updated electronic mail address registered with the Association at all times. All such notices shall be given at the Member's mailing address or registered electronic mail address as shown on the records of the Association. Notices sent by personal delivery or by first-class mail shall be delivered or sent at least ten (10) days before the date of the meeting but not more than sixty (60) days before the date of the meeting. Notices posted in the conspicuous community location or on the Association's website shall be posted at least seventy-two (72) hours before the start of the meeting. Notices given by electronic mail shall be transmitted at least seventy-two (72) hours before the time set for the meeting. For electronic and telephonic meetings, Members must be given notice of the meeting, along with instructions on how to participate in the meeting via electronic or telephonic means, and Members must be able to hear all Board members except for those portions held in executive session.

5.11. TELEPHONIC AND ELECTRONIC VOTING. The Board may take action outside a meeting, including voting by electronic or telephonic means, without prior notice to Members under Section 5.10, if each Board member is given a reasonable opportunity to express the Board member's opinion to all other Directors and is able to vote. Any action taken without notice to 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 Members under Section 5.10, consider or vote on any of the following matters: (i) fines; (ii) damage assessments; (iii) initiation of foreclosure actions; (iv) initiation of enforcement actions (except actions that seek the issuance of a temporary restraining order or that relate to violations involving a threat to health or safety); (v) increases in assessments; (vi) levying of special assessments; (vii) appeals from a denial of architectural review approval; (viii) a suspension of a right of a particular Member before the Member has an opportunity to attend a Board meeting to present the Owner's position, including any defense, on the issue; (ix) lending or borrowing money; (x) the adoption or amendment of a Governing Document; (xi) the approval of an annual budget or amendment thereto which would increase the budget by more than 10%; (xii) the sale or purchase of real property; (xiii) filling a vacancy on the Board; (xiv) construction of capital improvements other than the repair, replacement, or enhancement of existing capital improvements; or (xv) the election of an officer.

5.12. QUORUM AND MANNER OF ACTION. A majority of the members of the Board of Directors shall constitute a quorum for the transaction of business at any meeting of the Board of Directors. The act of a majority of the Directors present at a meeting at which a quorum is present shall be the act of the Board of Directors.

5.13. TELEPHONIC AND ELECTRONIC MEETINGS. Members of the Board or any committee may participate in a meeting of the Board or committee by means of conference telephone, or similar communications equipment, by means of which all persons participating in the meeting can simultaneously communicate with one another, so long as each Board member or committee member can voice his or her opinion to the other Directors or committee members and is able to vote. Participation in a meeting pursuant to this subsection shall constitute presence in person at such meeting.

5.14. COMPENSATION. No Director shall receive compensation for serving as Director. Each Director shall be reimbursed for his or her actual expenses incurred in the performance of a Director's duties.

5.15. ACTION WITHOUT MEETING. Except as provided in Section 5.11, any action required or permitted to be taken at a meeting of the Board of Directors may be taken without a meeting if a consent in writing, setting forth the action to be taken, shall be signed by all of the Directors.

5.16. OPEN MEETINGS. All meetings of the Board shall be open to all Members, but Members other than directors may not participate in any discussion or deliberation unless permission to speak is requested on his or her behalf by a director. In such case, the President may limit the time any Member may speak. Notwithstanding the above, the Board may adjourn any meeting of the Board and

reconvene in executive session, excluding Members, to discuss the following matters: (i) personnel matters; (ii) pending or threatened litigation; (iii) contract negotiations; (iv) enforcement actions; (v) confidential communications with attorneys; (vi) matters involving the invasion of privacy of individual Members; or (vii) matters that are to remain confidential by request of the affected parties and agreement of the Board. The general nature of any business to be considered in executive session must first be announced at the open meeting. Any decision made or expenditure approved shall be orally summarized (including a general explanation of expenditures) at the meeting and recorded in the minutes of the meeting in such a manner as to protect the sensitive or confidential nature of the information discussed.

ARTICLE SIX

POWERS AND DUTIES OF THE BOARD OF DIRECTORS

6.1. **GENERALLY.** The Board of Directors shall have the powers and duties that are necessary for the performance and administration of the purposes of the Association as set forth in the Governing Documents.

6.2. **POWERS.** In addition to any powers granted to the Board of Directors by the Declaration, the Articles of Incorporation or the other provisions of these Bylaws, the powers of the Board of Directors shall include, but shall not be limited to, the following:

(A) To establish and publish uniform rules and regulations as may be deemed by the Board of Directors to be reasonable in connection with the use, leasing, occupancy, maintenance and repair of the Common Properties and facilities, and Lots, and the personal conduct of the Members and their guests thereon, and to establish a system of fines for the infraction thereof, and to alter, amend or modify those rules and regulations from time to time;

(B) To suspend a Member's or his or her family and guests' right to the use of the Common Properties, impose fines and otherwise enforce the provisions of the Governing Documents, and seek damages and/or equitable relief or other remedial action for violations of the terms of the Governing Documents of the Association in accordance with the procedures set forth in the Governing Documents;

(C) To levy annual assessments and special assessments upon the Owners of the Lots, to charge interest on past-due assessments, and to establish and maintain maintenance funds, all in accordance with the terms of the Governing Documents, and to enforce liens for payment of assessments in accordance with the procedures set forth in the Governing Documents;

(D) To be self-managed or to employ the services of a Manager, and to delegate any of the powers, duties or functions of the Board of Directors to the Manager, and to employ those other persons as the Board of Directors shall from time to time determine to be necessary or proper to the daily management, operation and maintenance of the Common Properties;

(E) To enter into contracts on behalf of the Association with utility companies with respect to utility installation, consumption and service matters;

(F) To borrow funds on behalf of the Association to pay any costs of operation, secured by assignment or pledge of rights against owners for current, delinquent and/or future assessments, as the Board of Directors may determine, in its sole judgment and discretion, to be necessary and appropriate;

(G) To enter into contracts on behalf of the Association for goods and services or other Association purposes, provide services it deems proper, maintain one or more bank accounts, and generally to have all the powers necessary or incidental as may be required for prudent operation and management of the Association;

(H) To sue or to defend in any court of law on behalf of the Association;

(I) To exercise those powers which the Board of Directors deems appropriate and proper in fulfilling its obligations and responsibilities under the terms of the Governing Documents or which, in its reasonable opinion, shall be necessary or proper for the operation or protection of the Association or for the enforcement of the Governing Documents;

(J) To acquire (by gift, purchase or otherwise), own, hold, improve, build upon, operate, maintain, convey, sell, lease, transfer, dedicate for public use or otherwise dispose of real or personal property in connection with the affairs of the Association. At least 30 days prior to any acquisition of property by the Board, the Board will notify all Owners of the possible acquisition. The Board is automatically authorized to acquire such property unless Owners of at least a majority of the lots disapprove the acquisition by petition or at a meeting of the Association within fifteen (15) days after the effective date of the Assessment;

(K) To borrow money, and as provided in the Declaration, mortgage, pledge, encumber, or hypothecate any or all of its real or personal property as security for money borrowed or debts incurred;

(L) To exercise any and all powers, rights, and privileges which a corporation organized under the Texas Business Organizations Code of the State of Texas may now or hereafter have or exercise; and

(M) To exercise for and on behalf of the Association all powers, duties and authority vested in or delegated to the Association not otherwise reserved to the Membership by the provisions of these Amended Bylaws, the Articles of Incorporation or the Declaration.

6.3. DUTIES. The duties of the Board of Directors shall include, but shall not be limited to, the following:

(A) To cause to be kept a complete record of all its acts and corporate affairs and to present a statement thereof to the Members at the annual meeting of the Members;

(B) To maintain or cause to be maintained detailed books of account for the business and affairs of the Association;

(C) To elect, appoint and/or hire and supervise all Officers, agents and employees of the Association;

(D) To levy and enforce the assessments and lien for assessments and other remedial measures provided in the Governing Documents;

(E) To issue, or to cause an appropriate Officer to issue, upon reasonable demand by any person, a certificate setting forth whether or not any assessment has been paid. A reasonable charge may be made by the Board of Directors for the issuance of these certificates. If a certificate states an assessment has been paid, such certificate shall be conclusive evidence of such payment;

(F) To pay or cause to be paid all taxes and assessments of whatever type duly assessed against all or any portion of the Common Properties or the Association which are not separately assessed to the owners;

(G) To procure and maintain adequate general liability insurance and liability and hazard insurance on property that is owned by the Association;

(H) To cause Officers or employees having fiscal responsibilities to be bonded, as it may deem appropriate;

(I) To maintain or provide for the maintenance of the Common Properties and other areas of the Property required to be maintained by the Association; and

(J) To perform all other duties required of the Association not otherwise required to be performed by the Members by other provisions of the Governing Documents.

6.4. ENFORCEMENT. The Association shall have the power to impose sanctions, including the levying of fines, for violations of the Governing Documents. The failure of the Board to enforce any provision of the Governing Documents shall not be deemed a waiver of the right of the Board to do so thereafter or of the right to enforce any other violation.

(A) Notice. Except as provided below, prior to suspending an Owner's right to use the Common Properties, filing suit against an Owner (other than a lawsuit to collect an assessment or related charge or to foreclose the Association's assessment lien), charging an Owner for property damage, or levying a fine for a violation of the Governing Documents, the Board or its delegate shall serve the alleged violator with written notice by certified mail, notifying the Owner of the following: (i) the nature of the alleged violation or property damage and the amount, if any, due the Association from the Member, (ii) a reasonable time period in which the violator may cure the violation and avoid the proposed sanction (unless the violator was given notice and a reasonable opportunity to cure a similar violation within the preceding six months, or unless the violation is incurable or poses a threat to public health or safety), (iii) that the Owner may present a written request for a hearing on or before the 30th day after the date the notice was mailed to the Owner, and (iv) notice that the owner "may have special rights or relief related to

the enforcement action under federal law, including the Servicemembers Civil Relief Act (50 U.S.C. app. Section 501 *et seq.*), if the owner is serving on active military duty.”

The notice and hearing provisions of this Section 6.4 do not apply if the Association files a suit seeking a temporary restraining order or temporary injunctive relief or files a suit that includes foreclosure as a cause of action.

(B) Hearing. If a hearing is requested within the allotted thirty (30) day period, the hearing shall be held before the Board in executive session. The alleged violator shall be afforded a reasonable opportunity to be heard. Prior to the effectiveness of any sanction hereunder, proof of proper notice shall be placed in the minutes of the meeting. Such proof shall be deemed adequate if a copy of the notice, together with a statement of the date and manner of delivery, is entered by the person who delivered such notice. The notice requirement shall be deemed satisfied if the alleged violator appears at the meeting. The minutes of the meeting shall contain a written statement of the results of the hearing and the sanction, if any, imposed.

(C) Additional Enforcement Rights. Notwithstanding anything to the contrary herein contained, the Board may elect to enforce any provision of the Governing Documents by self-help (specifically including, but not limited to, the towing of vehicles that are in violation of parking restrictions or rules and regulations) or by suit at law or in equity to enjoin any violation or to recover monetary damages or both without the necessity of compliance with the notice and hearing procedure set forth above. In any such action, to the maximum extent permissible, the Owner or occupant responsible for the violation of which abatement is sought shall pay all costs, including reasonable attorney's fees actually incurred. The decision of the Board of Directors to utilize self-help shall require the approval of a majority of the Board of Directors during a properly noticed and held regular or special meeting of the Board of Directors. Any entry onto a Lot for purposes of exercising this power of self-help shall not be deemed a trespass.

ARTICLE SEVEN

OFFICERS

7.1. OFFICERS. The Officers of the Association shall consist of a President, one or more Vice Presidents (the number thereof to be determined by the Board of Directors), a Secretary, a Treasurer and such other Officers as may be elected in accordance with the provisions of this Article Seven. The Board of Directors may elect or appoint such other Officers, including one or more Assistant Secretaries and one or more Assistant Treasurers, as it shall deem desirable, such Officers to have the authority and perform the duties as prescribed, from time to time, by the Board of Directors. Any two (2) or more offices may be held by the same person, except the offices of President and Secretary.

7.2. ELECTION AND TERM OF OFFICE. The Officers of the Association shall be elected annually by the Board of Directors at the annual meeting of the Board of Directors. If the election of Officers shall not be held at such meeting, such election shall be held as soon thereafter as conveniently may be. New offices may be created and filled at any meeting of the Board of Directors. Each Officer shall hold office until his or her successor shall have been duly elected and qualified.

7.3. REMOVAL. Any Officer elected or appointed by the Board of Directors may be removed by a vote of the majority of the Board of Directors whenever in its judgment the best interests of the Association will be served thereby, including the repeated failure to attend Board meetings. The removal of an Officer shall be without prejudice to the contract rights, if any, of the Officer so removed. Election or appointment of an Officer shall not of itself create contract rights. Any Officer who has three (3) unexcused absences from Board meetings in a calendar year may be removed and replaced by the Board of Directors.

7.4. VACANCIES. A vacancy in any office because of death, resignation, disqualification, removal or otherwise may be filled by the Board of Directors for the unexpired portion of the term.

7.5. PRESIDENT. The President shall be the Chief Executive Officer of the Association and shall, in general, supervise and control all of the business and affairs of the Association. S/he shall preside at all meetings of the Members and the Board of Directors. S/he may sign, with the Secretary or any other proper Officer of the Association authorized by the Board of Directors, any deeds, mortgages, bonds, contracts or other instruments which the Board of Directors have authorized to be executed, except in cases where signing and execution thereof shall be expressly delegated by the Board of Directors to some other Officer. In general, the President shall perform all duties incident to the office of President and such other duties as may be prescribed by the Board of Directors from time to time.

7.6. VICE-PRESIDENT. In the absence of the President or in the event of his/her inability or refusal to act, the Vice President(s) in the order of their seniority, if there is more than one, unless otherwise determined by the Board of Directors, shall perform the duties of the President, and when so acting shall have all the powers of and be subject to all the restrictions upon the President. Any Vice President shall perform such other duties as from time to time may be assigned to him or her by the President or the Board of Directors.

7.7. TREASURER. If required by the Board of Directors, the Treasurer shall give a bond for the faithful discharge of his or her duties in such sum and with such surety or sureties as the Board of Directors shall determine. S/he shall have charge and custody of and be responsible for all funds and securities of the Association; receive and give receipts for moneys due and payable to the Association from any source whatsoever, and deposit all such moneys in the name of the Association in such banks, trust companies or other depositories as shall be selected in accordance with these Amended Bylaws; and, in general, perform all the duties incident to the office of Treasurer and such other duties as from time to time may be assigned to him or her by the President or by the Board of Directors.

7.8. SECRETARY. The Secretary shall keep the minutes of the meetings of the Members and the Board of Directors in one or more books provided for that purpose; give all notices in accordance with the provisions of these Amended Bylaws, the Declaration, or as required by the Code; be custodian of the records and of the seal of the Association, and affix the seal of the Association to documents, when directed by the Board of Directors; keep a register of the mailing address of each Member which shall be furnished to the Secretary by each Member; and, in general, perform all duties incident to the office of Secretary and such other duties as from time to time may be assigned to him or her by the President or by the Board of Directors.

ARTICLE EIGHT

COMMITTEES

8.1. **ARCHITECTURAL CONTROL COMMITTEE.** The Board of Directors may appoint an Architectural Control Committee composed of three (3) Members who shall carry on the functions of the Architectural Control Committee in accordance with and subject to the terms and conditions of the Declaration. The Architectural Control Committee shall have the authority and perform the duties as are set forth in the Declaration. Members of the Architectural Control Committee shall serve at the discretion of the Board until removal by the Board and appointment of a successor. Members of the Architectural Control Committee may be, but are not required to be, members of the Board of Directors.

8.2. **OTHER COMMITTEES.** In addition to the Architectural Control Committee previously authorized, other committees may be designated by a resolution adopted by the Board of Directors. Except as otherwise provided in such resolution, members of each such committee shall be Members of the Association, and the President of the Association shall appoint the members thereof. Any members thereof may be removed by the person or persons authorized to appoint such members, whenever in their judgment the best interests of the Association shall be served by such removal. Each member of a committee shall continue as such until the next annual meeting of the Members of the Association and until his/her successor is appointed, unless the committee shall be sooner terminated, or unless such member be removed from such committee, or unless such member shall cease to qualify as a member thereof. One member of each committee shall be appointed Chair by the person or persons authorized to appoint the members thereof. Vacancies in the membership of any committee may be filled by appointments made in the same manner as provided in the case of the original appointments. Unless otherwise provided in the resolution of the Board of Directors designating a committee, a majority of the whole committee shall constitute a quorum and the act of a majority of the members present at a meeting at which a quorum is present shall be the act of the committee. Each committee may adopt rules for its own government not inconsistent with these Amended Bylaws, the Declaration or with rules adopted by the Board of Directors.

ARTICLE NINE

CONTRACTS, CHECKS, FUNDS AND GIFTS

9.1. **CONTRACTS AND DOCUMENTS.** The Board of Directors may authorize an Officer(s) or agent(s) of the Association, in addition to the Officers so authorized by these Bylaws, to enter into any contract or execute and deliver any instrument or other document in the name of and on behalf of the Association. The authority may be general or confined to specific instances.

9.2. **CHECKS AND DRAFTS.** All checks, drafts or orders for the payment of money, notes or other evidences of indebtedness issued in the name of the Association shall be signed by the Officer(s) or agent(s) of the Association and in the manner as shall from time to time be determined by resolution of the Board of Directors.

9.3. FUNDS. All funds of the Association shall be deposited from time to time to the credit of the Association in the banks or other depositories as the Board of Directors may select.

9.4. GIFTS. The Board of Directors may accept on behalf of the Association any contribution, gift, bequest or devise for the general purposes or for any special purpose of the Association.

ARTICLE TEN **MISCELLANEOUS**

10.1. BOOKS AND RECORDS.

(A) Inspection by Mortgagees. Except for Confidential Records (as defined in Section 10.1(E) below), the books and records of the Association (including financial records) shall be made available for inspection and copying by any holder, insurer or guarantor of a First Mortgage on a Lot, or by the duly appointed representative of any of the foregoing, upon written request stating a proper purpose for the request. Such inspection shall take place during normal business hours at the office of the Association or at such other place within the Property as the Board shall prescribe. The cost, including copy charges, document retrieval charges and a reasonable administrative fee, shall be at the expense of the requesting party and may be required to be paid in advance of the inspection.

(B) Inspection or Production of Records. Each Member of the Association may submit a written request to the Board or its representative by certified mail to the address of the Association or authorized representative as listed on the most current management certificate filed of record, to either inspect the books and records of the Association (including financial records) identified in the request or to have the Association deliver those books and records identified in the request to the Member or to a person designated in a writing signed by the Member as the Member's agent, attorney or certified public accountant. Except for Confidential Records (as defined in Section 10.1(E) below), the Member may inspect or the Association must produce the books and records identified in the request. If the Member requests to inspect the Association's books and records, the Association must, on or before ten (10) business days of receipt of a request, send written notice of the dates and times during normal business hours that the Member may perform the inspection to the extent that those books and records are in the possession, custody or control of the Association. If the Member requests that the Association produce the books and records, the Association must, to the extent that those books and records are in the possession, custody or control of the Association, either (i) produce the records requested on or before ten (10) business days from the date of receipt of the request; or (ii) if the Association cannot produce records on or before ten (10) business days, inform the Member of that fact on or before the ten (10) business day time period and then produce the records on or before fifteen (15) business days of providing that notice.

(C) Inspection and Production Costs. The Association shall adopt and record a records production and copying policy that prescribes the costs for compilation, production and copying of Association records in response to a Member's records request. Upon adoption and recordation of this policy, the Association may require the Member to pay, in advance, the estimated costs of the records inspection or production (subject to the cost limitations set forth under law). On or before the thirtieth (30th) business day following the completion of the document inspection or production, the Association

shall send the Member a final accounting invoice for the inspection or production. If the actual costs exceed the estimated costs of the inspection or production, the Member must reimburse the Association on or before thirty (30) business days of the final accounting invoice. In the event that the Member fails to timely reimburse the Association, the unpaid balance of the invoice shall be added to and become a part of the Member's assessment obligation to the Association and a lien against the Member's Lot, and may be collected in the same manner as any other assessment payable to the Association. If the actual costs are less than the estimated costs of the inspection or production of records, the Association shall refund the excess amount to the Member on or before the thirtieth (30th) business day after the date that the Association sends the final accounting invoice.

(d) Inspection by Directors. Every director shall have the absolute right at any reasonable time to inspect all books, records and documents of the Association and the physical Property owned or controlled by the Association. The right of inspection by a director includes the right to make extracts and a copy of relevant documents at the expense of the Association.

(E) Confidential Records. Except as hereinafter provided, Members are not entitled to inspect or to have produced to them Confidential Records. For purposes of these Bylaws, "**Confidential Records**" shall mean and include records that identify a Member's covenant violation history, a Member's personal financial information (including payment and delinquency information) with the Association, a Member's contact information (other than the Member's address in the development), employee records, attorney's files and records relating to the Association (excluding invoices requested by a Member under Section 209.008(d) of the Texas Property Code), or documents constituting attorney work product or attorney client communications. If a Member whose records are the subject of another Member's inspection or production request consents in writing to the release of his or her Confidential Records, the Association must allow the requesting Member to inspect the Confidential Records or the Association must produce the Confidential Records. In addition, the Association must allow an inspection or must produce Confidential Records if so ordered by a court of competent jurisdiction.

10.2. FISCAL YEAR. The fiscal year of the Association shall be determined by the Board of Directors.

10.3. CORPORATE SEAL. The Board of Directors may adopt, use and thereafter alter a corporate seal.

10.4. WAIVER OF NOTICE. Whenever any notice is required to be given to any Member or Director under the provisions of the Code or under the provisions of the Governing Documents, a waiver thereof in writing signed by the person or persons entitled to such notice, whether before or after the time stated in the notice, shall be equivalent to the giving of such notice.

10.5. NO LOANS TO DIRECTORS. The Association shall make no loans to its Directors.

ARTICLE ELEVEN
ASSOCIATION FINANCES

11.1. **ASSESSMENT.**

(A) **Personal Obligation.** Each Owner, by accepting a deed for a Lot, is deemed to covenant and agree to pay all Assessments authorized by the Governing Documents. All Assessments shall be the personal obligation of each Owner upon whom the Assessment or charge is assessed until paid in full. Upon the transfer of title to a Lot, the grantee shall be jointly and severally liable for any Assessments or charges due at the time of conveyance.

(B) **Resale Certificate.** The Association shall, within ten (10) business days of the receipt of a written request from an Owner, Owner's agent, or title insurance company or its agent acting on behalf of the Owner, furnish to such Person, in addition to any other information that may be required by law, a certificate in writing signed by an officer of the Association, or a duly authorized agent, setting forth the amount of any unpaid Assessments against the Owner's Lot. Such certificate shall be conclusive evidence of such Owner's Assessment obligation as of the date of the certificate. The Association or its duly authorized agent may require the advance payment of a reasonable processing fee for the issuance of such certificate.

(C) **Time of Payment; Due Date.** Assessments shall be paid in such manner and on such dates as may be fixed by the Board. Unless the Board otherwise provides, the Annual Assessment shall be due and payable in advance on the first day of each fiscal year. Assessments are considered delinquent if not received by the Association on or before the due date. If any Owner is delinquent in paying any Assessments levied on his or her Lot, the Board may require any unpaid installments of all outstanding Assessments to be paid in full immediately.

(D) **No Exemption.** No Owner may waive or otherwise exempt himself from liability for any Assessments by non-use of Common Properties, abandonment of the Lot or any other reason. The obligation to pay Assessments is a separate and independent covenant on the part of each Owner. No diminution or abatement of Assessment or set-off shall be claimed or allowed by reason of any alleged failure of the Association to take some action or perform some function required to be taken or performed by the Association or for inconvenience or discomfort arising from the making of repairs or improvements, or from any action taken to comply with any law, ordinance, or with any order or directive of any municipal or other governmental authority or for any other action taken or failed to be taken by the Association.

ARTICLE TWELVE
INDEMNIFICATION OF OFFICERS, DIRECTORS AND OTHERS

The Association shall indemnify, hold harmless and defend any person who is or was a Director, Officer, agent or employee of the Association and any nominee or designee of the Association who is not or was not an Officer, agent or employee of the Association but who is or was serving at the Association's

request as a Director, Officer, partner, venturer, proprietor, trustee, employee, agent or similar functionary of another foreign or domestic corporation, partnership, joint venture, sole proprietorship, trust other enterprise or employee benefit plan as provided in this Article Twelve.

12.1. DEFINITIONS. For purposes of this Article Twelve, the following terms shall have the following meanings:

(A) **"Director"** means any person who is or was a Director of the Association and any person who, while a Director of the Association, is or was serving at the request of the Association as a Director, Officer, partner, venturer, proprietor, trustee, employee, agent or similar functionary of another foreign or domestic corporation, partnership, joint venture, sole proprietorship, trust, employee benefit plan or other enterprise.

(B) **"Expenses"** include court costs and attorneys' fees.

(C) **"Official Capacity"** means as follows:

- (i) When used with respect to a Director, the office of Director in the Association;
and
- (ii) When used with respect to a person other than a Director, the elective or appointive office in the Association held by the officer or the employment or agency relationship undertaken by the employee or agent on behalf of the Association, including a managing agent; but
- (iii) In both subsections (i) and (ii) above, Official Capacity does not include service for any other foreign or domestic corporation or any partnership, joint venture, sole proprietorship, trust, employee benefit plan or other enterprise.

(D) **"Proceeding"** means any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative, arbitrative or investigative, any appeal in such an action, suit or proceeding and any inquiry or investigation that could lead to such an action, suit or proceeding.

12.2. PERSONS. The Association shall indemnify, to the extent provided in Section 12.4, the following:

(A) Any person who is or was a Director, Officer, employee or agent of the Association; and

(B) Any person who is not or was not an Officer, employee or agent of the Association but who is or was serving at the request of the Association as a Director, Officer, partner, venturer, proprietor, trustee, employee, agent or similar functionary of another foreign or domestic corporation, partnership, joint venture, sole proprietorship, trust, employee benefit plan or other enterprise.

12.3. STANDARDS. The following standards shall govern the indemnification provided by this Article Twelve:

(A) The Association shall indemnify a person named in 12.2 who was, is or is threatened to be made a named defendant or respondent in a Proceeding because the person holds or has held a position named in 12.2 only if it is determined, in accordance with 12.5, that the person:

- (i) Conducted him/herself in good faith;
- (ii) Reasonably believed the following:
 - (a) In the case of conduct in his or her Official Capacity, that his/her conduct was in the Association's best interests; and
 - (b) In all other cases, that his/her conduct was at least not opposed to the Association's best interests; and
- (iii) In the case of any criminal Proceeding, had no reasonable cause to believe his or her conduct was unlawful.

(B) Notwithstanding Subsection (A) of this Section 12.3, a person named in 12.2 shall not be indemnified for obligations from a Proceeding as follows:

- (i) In which the person is found liable on the basis that personal benefit was improperly received by him or her, whether or not the benefit resulted from an action taken in the persons Official Capacity; or
- (ii) In which the person is found liable to the Association.

(C) The termination of a Proceeding by judgment, order, settlement or conviction, or on a plea of nolo contendere or its equivalent shall not of itself be determinative that the person did not meet the requirements set forth in this Section 12.3. A person shall be deemed to have been found liable in respect of any claim, issue or matter only after the person shall have been so adjudged by a court of competent jurisdiction after exhaustion of all appeals therefrom.

12.4. EXTENT. A person shall be indemnified under Section 12.3 against judgments, penalties (including excise and similar taxes), fines, settlements and reasonable Expenses actually incurred by the person in connection with the Proceeding, but, if the person is found liable to the Association or is found liable on the basis that personal benefit was improperly received by the person, the indemnification shall be limited to reasonable Expenses actually incurred by the person in connection with the Proceeding and shall not be made in respect of any proceeding in which the person shall have been found liable for willful or intentional misconduct in the performance of his or her duty to the Association.

12.5. DETERMINATION THAT STANDARDS HAVE BEEN MET. A determination that the standards of Section 12.3 have been satisfied must be made as follows:

(A) By a majority vote of a quorum consisting of Directors who at the time of the vote are not named defendants or respondents in the Proceeding;

(B) If such a quorum cannot be obtained, by a majority vote of a committee of the Board of Directors, designated to act in the matter by a majority vote of all Directors, consisting solely of two (2) or more Directors who at the time of the vote are not named defendants or respondents in the Proceeding; or

(C) By a simple majority of the Members in a vote that excludes the vote of Directors who are named defendants or respondents in the Proceeding.

12.6. AUTHORIZATION OF INDEMNIFICATION; DETERMINATION AS TO REASONABLENESS OF EXPENSES. The authorization of indemnification and determination as to the reasonableness of Expenses shall be made in the same manner as the determination that indemnification is permissible, except that if the determination that indemnification is permissible is made by special legal counsel, the authorization of indemnification and the determination as to the reasonableness of Expenses must be made in the manner specified by Subsection (C) of Section 12.5 for the selection of special legal counsel.

12.7. MANDATORY INDEMNIFICATION. Notwithstanding any other provision of this Article 12.7 to the contrary, a person named in Section 12.2, by reason of his or her holding a position named in Section 12.2, shall be indemnified by the Association to the extend and under the circumstances as follows:

(A) To the extent of reasonable Expenses incurred by him/her in connection with a Proceeding in which s/he is a named defendant or respondent, because of his or her position if s/he has been wholly successful, on the merits or otherwise, in the defense of the Proceeding;

(B) To the extent of the indemnification ordered by the court and the Expenses incurred in securing indemnification, as awarded by the court, if, in a suit for the indemnification required by Subsection (A) of this Section 12.7, a court of competent jurisdiction determines that the person is entitled to indemnification under Subsection (A) of this section 12.7 and orders indemnification; and

(C) To the extent of the indemnification which may be ordered by a court of competent jurisdiction (which it determines is proper and equitable), if, upon the application of a person named in Section 12.2, the court determines, after giving any notice the court considers necessary, that the person is fairly and reasonably entitled to indemnification in view of all the relevant circumstances, whether or not the person has met the requirements set forth in Subsection (A) of Section 12.3 or has been found liable in the circumstances described in Subsection (B) of Section 12.3; provided, however, that the indemnification ordered by the court shall be limited to reasonable Expenses actually incurred by the

person in connection with the Proceeding if the person is found liable by the Association, on the basis that personal benefit was improperly received by him or her.

12.8. ADVANCE PAYMENT. Reasonable Expenses incurred by a person named in 12.2 who was, is or is threatened to be made a named defendant or respondent in a Proceeding may be paid or reimbursed by the Association in advance of the final disposition of the Proceeding after the Association receives a written affirmation by the person of his/her good faith belief that s/he has met the standard of conduct necessary for indemnification under this Article 12 and a written undertaking by or on behalf of the person to repay the amount paid or reimbursed if it is ultimately determined that s/he has not met that standard. The written undertaking must be an unlimited general obligation of the person but need not be secured. It may be accepted without reference to financial ability to make repayment.

12.9. REIMBURSEMENT OF OTHER EXPENSES. Notwithstanding any other provision of this Article 12, the Association shall pay or reimburse Expenses incurred by a person named in Section 12.2, by reason of his/her holding a position named in Section 12.2, in connection with his/her appearance as a witness or other participation in a Proceeding at a time when s/he is not a named defendant or respondent in the Proceeding.

12.10. INSURANCE. The Association may purchase and maintain insurance on behalf of any person who holds or has held any position named in Section 12.2 against any liability asserted against him or her and incurred by him or her in such capacity or arising out of his/her status as such a person, whether or not the Association would have the power to indemnify him/her against that liability under this Article 12.

12.11. REPORTS. Any indemnification of or advance of Expenses to a person in accordance with this Article 12 shall be reported in writing to the Members with or before the notice or waiver of notice of the next meeting of the Members and, in any case, within the 12 month period immediately following the date of the indemnification or advance.

ARTICLE THIRTEEN

SURETY BONDS

If the Board of Directors so directs, Officers and agents of the Association shall be bonded for the faithful performance of their duties and for the restoration to the Association of, in case of their death, resignation, retirement, disqualification or removal from office, all books, papers, vouchers, money and other property of whatever kind in their possession or under their control belonging to the Association, in the amounts and by the surety companies as the Board of Directors may determine. The Association shall pay the premiums on the bonds and the bonds so furnished shall be in the custody of the Secretary.

ARTICLE FOURTEEN
AMENDMENTS AND INTERPRETATION

14.1. AMENDMENTS. The power to alter, amend or repeal these Bylaws, or to adopt new Bylaws, shall be vested in the Members, who may exercise the power at any annual meeting of the Members or at any special meeting of the Members called for that purpose, at which a quorum is present or represented, upon the approval of a majority of the votes present or represented at the meeting. The Members may delegate the power to alter, amend or repeal these Bylaws, and to adopt new Bylaws, to the Board of Directors.

14.2. CONFLICTS. In the case of any conflict between the Certificate of Formation and these Bylaws, the Certificate of Formation shall control. In the case of any conflict between the Declaration and these Bylaws, the Declaration shall control.

14.3. SEVERABILITY. If any provision contained in these Bylaws shall be invalid or inoperative, which invalidity or inoperativeness shall not be presumed until the same is determined by the judgment or order of a court of competent jurisdiction, the invalidity shall in no way affect any of the other provisions of these Bylaws, each of which shall remain in full force and effect. In addition, effect shall be given to the intent manifested by the portion held invalid or inoperative.

ARTICLE FIFTEEN
NONPROFIT CORPORATION

The Association is a Texas Nonprofit Corporation that has been organized and shall be operated solely and exclusively for the purposes that are specified in its Certificate of Formation. No part of the Association's property or earnings shall ever inure (other than by acquiring, constructing or providing management, maintenance and care of Association property and other than by a rebate of excess membership dues, fees or assessments) to the benefit of any Member, Director, Officer or employee of the Association. The Association shall not pay or distribute any dividends or other income to its Members, Directors or Officers. No Member, Director, Officer or employee shall ever receive or be lawfully entitled to receive any profit from the operations of the Association. Nothing herein shall prevent the payment to its Members, Directors and Officers of reasonable expenses that are incurred in connection with the Association's affairs.

[signature page to follow]

IN WITNESS WHEREOF, the undersigned represents that Directors representing at least a majority of the Board approved of the adoption of these Bylaws at a special Board meeting held on September 5th, 2019, and accordingly authorized the Association to record same as of the date first written above

**MCALPIN MANOR HOMEOWNER'S
ASSOCIATION, INC., a Texas nonprofit corporation**

By: Charles George

Printed Name: Charles George

Its: Secretary

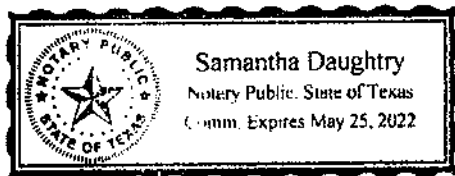
ACKNOWLEDGEMENT

STATE OF TEXAS §
 §
COUNTY OF ELLIS §

Charles George BEFORE ME, the undersigned authority, on this day personally appeared Charles George of MCALPIN MANOR HOMEOWNER'S ASSOCIATION, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that (s)he executed the same for the purposes and consideration therein expressed on behalf of said entity.

SUBSCRIBED AND SWORN TO BEFORE ME on this 13th day of September, 2019.

Samantha Daughtry
Notary Public, State of Texas



FILED FOR RECORD - ELLIS COUNTY, TX
INST NO. 1929135
on Oct 01, 2019 at 08:36:00 AM

SCANNED

STATE OF TEXAS

COUNTY OF ELLIS

I hereby certify this instrument was filed on the date
and time stamped hereon and was duly recorded in
the records of Ellis County, Texas as stamped hereon.



Hugo Valdez

COUNTY CLERK, ELLIS COUNTY, TEXAS

DECLARATION OF CONDITIONS, COVENANTS
AND RESTRICTIONS OF
MCALPIN MANOR

THE STATE OF TEXAS }
 KNOW ALL MEN BY THESE PRESENTS
COUNTY OF ELLIS }

This Declaration is made this the 26th day of September 2014, by RVG INVESTMENTS, LLC its successors and/or assigns, hereinafter called "Developer." In case of Developer's inability to function, the other principals of RVG INVESTMENTS, LLC, will take its place. For the purposes of this Declaration of Restrictions, Covenants, and Conditions, "Developer" will also refer to "Developer's Designated Representative, Agent, or Management Company."

ARTICLE I

Construction of Improvements and Use of Lots

Section 1. Special Construction Requirements: All homes under construction must have temporary portable potty on the site prior to framing. All sites must be graded prior to foundation with pads and drainages set to protect adjacent property owners. Another grading shall occur after the foundation is poured, back filling all ditches, and establishing drainage. Trash must be contained in piles circled by 3/8" material in 4 X 8 sheets.

Section 2. Residential Use: All lots shall be used for single family residential purposes only. No buildings shall be erected, altered, placed, or permitted to remain on any lot other than the one (1) single-family residence per lot, guest house and a private garage, as provided below.

Section 3. Single-Family Use: Each residence may be occupied by only one (1) family consisting of persons related by blood, adoption, or marriage, or not more than two (2) unrelated persons living together as a single housekeeping unit, together with any household servants.

Section 4. Garages: The garage door of any house or residence within MCALPIN MANOR must open on the side or at the rear of the house or as otherwise approved by the Developer. Each residence must have a minimum of a two (2) car garage. On corner lots, no side entry garage may open to the side street.

Section 5. Restriction on Re-subdividing: None of the lots shall be subdivided into smaller lots.

Section 6. Driveways: Driveways shall be surfaced with concrete. Driveways are subject to approval in writing by the Developer.

Section 7. Sewage: All lots shall have sewage systems that meet EPA standards.

Section 8. Propane Tanks: All propane tanks must be below ground.

Section 9. Swimming Pools: No above ground swimming pools will be permitted.

Section 10. Uses Specifically Prohibited:

- (a) No temporary dwelling(s), shop(s), trailer(s), storage building(s), or greenhouse(s), and gazebo(s), and small building(s) for the storage of lawn equipment, may be placed on a lot except within the backyard in an area fenced and private; these structures cannot be placed anywhere on the side yards. No building materials of any kind shall be placed or stored upon the property until the owner thereof is ready to commence construction of improvements, and then such material shall be placed within the property lines of the lot upon which the improvements are to be erected. Such buildings must maintain similar architecture to the main residence and be approved by the Developer prior to the placement.
- (b) No boat, marine craft, hovercraft, aircraft, recreational vehicle, pick-up camper, or similar vehicle, or equipment may be parked in the driveway or front yard of any dwelling, or parked on any public street in the Addition, nor shall any such vehicle or equipment be parked for storage in the side yards of any residence. Such equipment or vehicles may be stored in the rear yard, within a fence (with a minimum height of 6 feet, and a maximum height of 8 feet) and concealed from all neighbors' view (except a view over an eight foot (8') wall). Developer's approval is required before the placement of any of this equipment. Provisions must be made for concealment of oversized and overly tall equipment. No such vehicle or equipment shall be used as a residence or office temporarily or permanently. This restriction shall not apply to any vehicle, machinery, or equipment temporarily parked and in use for construction, maintenance, or repair of a residence in the immediate vicinity.
- (c) Trucks with tonnage in excess of one (1) ton shall not be permitted or parked overnight within the Addition, except within enclosed structure, or those used by a builder during the construction of improvements.
- (d) No vehicle of any size which transports flammable to explosive charge may be kept in the Addition at any time, except for the delivery of allowed substances.

- (e) No structure of a temporary character, such as a trailer, tent, shack, barn, or other out-building shall be used on any property at any time as a dwelling house; however, any builder, with the prior written approval of the Developer, may maintain and occupy a model home, sales offices, and construction trailer during the construction period.
- (f) No oil drilling, oil development operation, oil refining, quarrying, or mining operations of any kind shall be permitted in the Addition, nor shall oil wells, tanks, tunnels, mineral excavations, or shafts be permitted upon or in any part of the Addition. No derrick or other structure designed for use in quarrying, or boring for oil, natural gas, or other minerals shall be erected, maintained, or permitted within the Addition.
- (g) No animals, livestock, or poultry of any kind shall be raised, bred, or kept on any property in the Addition, except for household pets which provide companionship for the private family. Animals are not to be raised, bred, or kept for commercial purposes or for food. It is the purpose of these provisions to restrict the use of the property so that no person shall quarter on the premises bees, hogs, goats, guinea fowl, ducks, chickens, turkeys, skunks, or any other animals that may interfere with the quietude, health, or safety of the community. No more than one (1) cow, horse, or sheep per acre will be permitted on each lot and same shall be kept in a fenced area. No more than a total of four (4) additional pets will be permitted on each lot. Pets must be restrained or confined on the homeowner's back lot inside a fenced area or within the house. It is the pet owner's responsibility to keep the lot clean and free of pet debris.
- (h) No lot or other area in the Addition shall be used as a dumping ground for rubbish. Trash, garbage, or other waste shall not be kept, except in sanitary containers in appropriate locations which may be specified by the Developer, and, unless otherwise expressly permitted by the Developer, such containers shall be situated and enclosed or screened so as not to be visible from any residential street, private drive, or adjacent lot. The storage of such material shall be kept clean and may be stored on lots during construction so long as construction progresses without undue delay.
- (i) No garage, trailer house, or other out-building (except for sales offices and construction trailers during the construction period which have been approved by the Developer in writing) shall be occupied by any owner, tenant, or other person prior to the erection of a residence.
- (j) No air-conditioning apparatus shall be installed on the ground in front of a residence. No air-conditioning apparatus shall be attached to any front wall or window of a residence. All utility meters, equipment, air conditioning compressors, air conditioning

and heating units and similar items must (to the extent reasonable) be visually screened from the street and adjoining lots and must be located in areas not visible from the street and adjoining lots and must be located in areas acceptable to the Developer.

- (k) Except with the written permission of the Developer, no antennas shall be permitted in this Addition except antennas for AM or FM radio reception and UHF and VHF television reception. All antennas shall be located inside the attic of the main residential structure, except for small satellite dishes. No use shall be made of any lot or structure thereon for any type of radio or television or similar broadcasting systems.
- (l) No lot or improvement shall be used for business, professional, commercial, or manufacturing purposes of any kind. No activity, whether for profit or not, shall be conducted which is not related to single-family residential purposes. No noxious or offensive activity shall be undertaken within the Addition, nor shall anything be done which is or may become an annoyance or nuisance to the neighborhood. Nothing in the subparagraph shall prohibit a builder's temporary use of a residence as a sales office until such builder's last residence in the Addition is sold if such builder has received the prior written approval for such use from the Developer. Nothing in this paragraph shall prohibit an owner's use of a residence for quiet, inoffensive activities such as tutoring or giving art lessons so long as such activities do not materially increase the number of cars parked on the street or interfere with adjoining homeowners' use and enjoyment of their residences and yards.
- (m) Within the easements on each lot, no structures, planting, or material shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities which may change the direction of flow within drainage channels, or which may obstruct or retard the flow of water through drainage channels.
- (n) No signs of any kind shall be displayed to the public view on any lot except one (1) professional sign of not more than five (5) square feet advertising the property for sale, or professional signs not exceeding nine (9) square feet used by a builder to advertise the property during the construction and sales period, or the small signs that the school gives out for their athletes to put out in the yard. Developer shall have the right to remove any sign, billboard, or other advertising structure that does not comply with the foregoing requirements, and in so doing shall not be subjected to any liability for trespass, or any other liability in connection with such removal. All signs are subject to the approval of the Developer, and may be required by the Developer to be removed, in the sole judgment of the Developer if same are found to be inconsistent with the high standards of the Addition.

(o) The drying of clothes in public view is prohibited.

(p) No abandoned, derelict, or inoperative vehicles may be stored or located on any lot unless visually screened from other lots and from any residential street.

Section 11. Minimum Floor Area: The total air-conditioned living area of the main residential structure, as measured to the outside of exterior walls, but exclusive of open porches, garages, patios, and detached accessory buildings, shall not be less than two thousand, four hundred (2,400) square feet. Minimum square foot of residences on lots 14-20 Block B, lots 3-13 Block C, lots 5-12 Block G, lots 10-17 Block H, lots 6-9, 13-22 Block I shall not be less than two thousand, eight hundred (2,800) square feet. The minimum square footage for lots 1-3 Block M in Phase III shall not be less than two thousand, four hundred (2,400) square feet.

Section 12. Building Materials, Exterior Items, and Surfaces: The total exterior wall area, except windows and doors, of each building constructed on a lot shall not be less than eighty percent (80%) brick, brick veneer, stone, stone veneer, or other material approved by the Developer. The front external wall area of the first floor, except windows and doors, of such building shall not be less than one hundred percent (100%) of such materials, unless otherwise approved by the Developer. In calculating the area required to be constructed of the foregoing materials on the side and rear exterior walls, but not the front exterior walls, of such buildings, the areas covered by the following shall be excluded from such calculation: gables, or other areas above the height of the top of standard height first-floor windows.

Section 13. No plywood shall be used on any exterior wall, unless approved by the Developer. Roofing shall be composed of three hundred pound (300#) or better composition shingles, metal seamed, man-made slate, concrete flat tile, or other materials shall be permitted when approved by the Developer. Installation of all types of exterior items and surfaces such as address numbers or external ornamentation, lights, mail chutes, mail boxes, exterior paint or stain, shall be subject to the proper approval of the Developer, both as to design, materials, and location.

Section 14. Fences and Walls: Any fence or wall must be constructed of masonry, steel, brick, stone, iron work, wood, or other material approved by the Developer. Retaining walls must be constructed entirely out of materials approved by the Developer. No fences in the front of the home will be permitted. Fences or walls erected by Developer shall become the property of the owner of the lot on which the same are erected and, as such, shall be maintained and repaired by such owner. No portion of any fence shall extend more than eight (8) feet in height, except for entry walls constructed by Developer.

Section 15. The rear lot line for those lots that adjoin Ledgestone Lane shall be fenced with a wood fence structure composed of 2" x 4" pressure and insect treated wood rails supported by galvanized

metal posts embedded in a concrete footing support, shall be erected behind said earthen berm along all applicable lots that back up to Ledgestone Lane. Vertical wood pickets measuring 6-feet in height and 4 to 6 inches in width, of either a Spruce or Cedar specie, shall be applied to said fence structure with said pickets facing the street right-of-way. The erected fence shall be trimmed with a two-tier trim assemblage and a 2" x 6" wood cap at top of fence. Said fence structure, pickets and trim shall be stained in a medium brown hue with all fence components and stained finish being maintained by the H.O.A.

Section 16. Mailboxes: Mailboxes must meet County and City standards.

Section 17. Commencement of Construction: Each residence constructed on each lot and any other improvements thereto shall be commenced and completed with due diligence promptly after approval of the Developer of the plans and specifications prepared in connection with such construction. No time limit is imposed upon the start of construction, but once construction begins, improvements must be completed within one and one-half (1 ½) years.

Section 18. Utilities: Except as to special street lighting or other aerial facilities which may be required by the City, or which may be required by the franchise of any utility company, or which may be installed by the Developer pursuant to its development plan, no aerial utility facilities of any type (except meters, risers, service pedestals, transformers, and other surface installations necessary to maintain, or operate appropriate underground facilities) shall be erected or installed in the Addition whether upon individual lots, easements, streets, or right-of-way of any type, whether by the utility company or any other person or entity, including, but not limited to any person owning or acquiring any part of the Addition, and all utility service facilities (including, but not limited to, water, sewer, gas, electricity, and telephone) shall be buried underground unless otherwise required by public utility.

Section 19. Special Requirements: A final grading will be required which shows a positive drainage and responsible water flow away from the main structure and adjoining homes. Each lot owner will be responsible for insuring their drainage is channeled to the street or normal drainage areas. Roof pitches will be a minimum of eight twelfths (8/12) or greater over the main span in front roof spans, and the rear pitch on a one and one half (1 ½) story or rear porches can be reduced to four twelfths (4/12) or greater. The primary first floor plated height shall be nine (9) feet or taller for sixty-six percent (66%) or two-thirds (2/3) of area.

ARTICLE II

Architectural Control

Section 1. Appointment: The Developer may choose to designate and appoint an Architectural Control Committee (hereinafter called the "Committee") composed of two (2) individuals, each generally familiar with the residential and community development design matters and knowledgeable about standards within the Addition. The committee shall use its best efforts to promote and ensure a high level of taste, design, quality, harmony, and conformity throughout the Addition consistent with this declaration.

Section 2. Successors: In the event of the death, resignation, or removal by Developer of any member of the Committee, Developer shall have full authority to designate and appoint a successor. No member of the committee shall be entitled to be compensated for, or be liable for claims, causes of action, or damages arising out of services performed pursuant to this declaration.

Section 3. Authority: No building, fence, wall, or other structure shall be commenced, erected, placed, maintained or altered on any lot, nor shall any exterior painting of, exterior addition to, or alteration of such items be made until all plans and specifications and a plot plan have been submitted to, and approved, in writing by the Developer.

Section 4. Procedure for Approval: Final plans and specifications shall be submitted in duplicate to the Developer. The plans and specifications shall show the nature, kind, shape, height, materials, and location of improvements. The documents shall specify any requested variance for the setback lines, garage location, or any other requirements set forth in this declaration. The Developer is authorized to request the submission of samples of proposed construction materials. As such items as the plans and specifications meet the approval of the Developer, one (1) completed set of plans and specifications will be retained by the Developer and the other completed set of plans shall be marked "Approved," and returned to the lot owner or their designated representative.

Section 5. Standards: The Developer shall have sole discretion with respect to taste, design, and all standards specified herein.

Section 6. Termination/Continuation: The Committee appointed by Developer shall exist until Developer chooses to terminate same.

Section 7. Every lot owner (including builders) will automatically be a member of the Homeowner's Association, hereinafter referred to as "H.O.A.". Lot owners not paying dues will lose all rights, votes, and will be acted against to collect dues. The Developer will appoint the

H.O.A. Officers until it chooses to allow lot owners to vote for Officers. The H.O.A. will then function in place of Developer as it deems fit.

ARTICLE III General Provisions

Section 1. Easements: Easements for the installation and maintenance of utilities and drainage facilities are reserved as shown on the Plat. Easements are also reserved for the installation, operation, maintenance, and ownership of utility service lines from the property lines to the residences. Developer reserves the right to make changes in, and additions to, the installing of improvements. By acceptance of a deed to any lot, the owner then covenants and agrees to mow weeds and grass and to keep and maintain in a neat and clean condition any easement which may traverse a portion of the lot. The H.O.A. shall mow and maintain all lots that are traversed by the Magellan Pipeline Easement. All residential lot owners that adjoin said Easement shall be constrained by a written agreement from storing heavy machinery, equipment and vehicles on said easement.

Section 2. Recorded Plat: All dedications, limitations, restrictions, and reservations shown on the Plat are incorporated herein and shall be construed as being adopted in each contract, deed, or conveyance executed, or to be executed, by Developer conveying lots in the Addition, whether specifically referred to therein or not.

Section 3. Lot Maintenance: The owner and occupant of each lot shall cultivate an attractive ground cover or grass on all yards visible from the street, shall maintain the yards in a sanitary and attractive manner, and shall edge the street curbs that run along the property line.

Section 4. Maintenance of Improvements: Each lot owner shall maintain the exterior of all buildings, fences, walls, and other improvements on his, her, their lot in good condition and repair, and shall replace worn and rotten parts, and shall regularly repaint all painted surfaces, and shall not permit the roofs, rain gutters, downspouts, exterior walls, windows, doors, walks, driveways, parking areas, or other exterior portions of the improvements to deteriorate in an unattractive manner.

Section 5. Term: These covenants, reservations, and restrictions shall be binding on all parties and all persons and parties claiming under them, unless an instrument signed by fifty-one percent (51%) of the then owners of the lots has been recorded, agreeing to change said Restrictions, Reservations, and Covenants in whole or in part. No verbal agreements shall be honored that change these restrictions. The Homeowner's Association, or its Officers, may clarify restrictions, or add other rules as they deem necessary; but, they cannot change basic restrictions without approval of fifty-one percent (51%) of the then lot owners.

Section 6. Yards: Grass, weeds, and vegetation on each lot in this Addition must be kept mowed at regular intervals so as to maintain the same in a neat and attractive manner. Upon failure to maintain a lot, the Developer may, at its option, have the grass, weeds, and vegetation cut, when and as often necessary in its judgment, and the owners of the property shall be obligated to reimburse the Developer for the cost of such work.

Section 7. EPA Rules and Regulations: Upon the purchase of a lot, all EPA rules and regulations are hereby transferred with the sale of the lot to the new owner, and it is the owner's responsibility to follow all requirements of the EPA.

Section 8. Variances: Developer has the sole right to grant variances.

Section 9. Common Areas: No motorized vehicles of any type are allowed in common areas.

Executed this the 26th day of September, 2014.

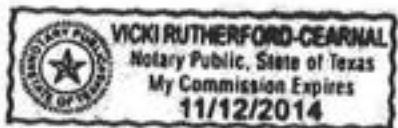
RVG Investments, LLC

By Bobby Glass
Bobby Glass, President

THE STATE OF TEXAS }

COUNTY OF ELLIS }

This instrument was acknowledged before me on this the 26th day of September, 2014, by Bobby Glass, President of RVG Investments, LLC, a Texas limited liability company, on behalf of said entity and in the capacity therein stated.



Vicki Rutherford-Cearnal
Notary Public, State of Texas

EXHIBIT A

Page 2 of 4

FIELD NOTES ~ 3.829 Acres

BEING all that certain lot, tract or parcel of land situated in the John E. Poindexter Survey, Abstract No. 882 in the City of Midlothian, Ellis County, Texas, and being that called 3.829 acre tract of land conveyed to RVG Investments, LLC and recorded in Ellis County Clerk's File Number 1414324, dated July 7, 2014, and being more particularly described as follows:

BEGINNING at a mag nail set for the east corner of said 3.829 acre tract and same for this tract and the north corner of ELCO ACRE, an addition as recorded in Cabinet C, Slide 688 of the Plat Records of Ellis County, Texas (PRECT) in the occupied northeast line of said Poindexter Survey and the southwest line of the N.N.J.J. & B.L. Edwards Survey, Abstract No. 340 in McALPIN ROAD, a public road; (with the bearing basis for this description from GPS observation, Texas Co-Ordinate System, North Central Zone, and having a beginning co-ordinate of: Northing = 6836999.18, Easting = 2444311.55)

THENCE S 59°11'35" W along the southeast line of said 3.829 acre tract and same for this tract and the northwest line of said ELCO ACRE, passing at 30.00 feet a 1/2" steel rod found for the north corner of Lot 1 of said ELCO ACRE, in all, 238.67 feet to a 1/2" steel rod found for the south corner of said 3.829 acre tract and same for this tract and the west corner of said Lot 1 in the northeast line of Lot 5 in Block 1 of McALPIN MANOR, PHASE I, an addition to the City of Midlothian, Ellis County, Texas, as recorded in Cabinet I, Slides 324 through 329 PRECT;

THENCE N 39°53'21" W, 289.47 feet along the southwest line of said 3.829 acre tract and a northeast line of said McALPIN MANOR, PHASE I to a SSC monument #560-9 found for the southerly west corner of said 3.829 acre tract and same for this tract and the southerly east corner of a called 12.332 acre tract of land conveyed to John D. Shields by deed as recorded in Volume 2198, Page 2106 OPRECT and the north corner of Lot 6 in Block 1 of said McALPIN MANOR, PHASE I;

THENCE N 14°24'49" W, 468.40 feet (adjoining deed S 14°28'09" E, 468.33') along the southwest line of said 3.829 acre tract and the southerly northeast line of said 12.332 acre tract to a 1/2" steel rod set at fence corner for the northerly west corner of said 3.829 acre tract and same for this tract and an inner ell corner of said 12.332 acre tract;

THENCE N 76°44'46" E (adjoining deed S 76°37'06" W, 149.02') along the northwest line of said 3.829 acre tract and the northerly southeast line of said 12.332 acre tract passing at 127.82 feet a 1/2" steel rod found with cap #4773 for witness, in all, 152.37 feet to a mag nail set for the north corner of said 3.829 acre tract and same for this tract and the northerly east corner of said 12.332 acre tract in the northeast line of said Poindexter Survey and the occupied southwest line of the M. H. Davis Survey, Abstract No. 278 in said McALPIN ROAD;

THENCE S 31°22'47" E along the northeast line of said 3.829 acre tract and the northeast line of said Poindexter Survey and along said McALPIN ROAD, passing the south corner of said Davis Survey and the west corner of said Edwards Survey, in all, 689.28 feet to the POINT OF BEGINNING and containing approximately 3.829 acres of land.

EXHIBIT A
Page 3 of 4
249.298 Acres



EXHIBIT A

Page 4 of 4

3.829 Acres



ELLIS COUNTY CLERK
Cindy Polley

RECORDERS RECEIPT FOR

FILE DATE: 09/26/2014 FILE TIME: 02:59pm

INST #	GRANTOR	GRANTEE	GFE #	AMOUNT
1421098	RVG INVESTMENTS LLC	RVG INVESTMENTS LLC		\$78.00

REC NO: 596606

Ellis County, Texas
Cindy Polley, County Clerk
P. O. Box 250
Waxahachie, Texas 75165
(972) 825-5070



DATE : 09/26/2014

TIME : 02:59pm

YOUR CASHIER WAS: HWATSON

REGISTER NO : 34

RECVD FROM: TOWN SQUARE TITLE

ITEM DESCRIPTION	GFE NO.	CLERK/CAUSE NO.	QTY	FEES DUE
OFFICIAL PUBLIC RECORDS		1421098	14	\$ 78.00
AMOUNT DUE				\$ 78.00

ACCOUNT CHARGED

ACCT NO: 100

NAME : TOWN SQUARE TITLE

TOTAL AMOUNT CHARGED \$ 78.00

NEW BALANCE - \$ 8,479.25

REC NO. 596606 CLOSED

Thank you
Cindy Polley
County Clerk

**CERTIFIED RESOLUTIONS OF THE BOARD OF DIRECTORS
OF MCALPIN MANOR HOMEOWNER'S ASSOCIATION
ADOPTION OF CONTRACT PROCUREMENT POLICY**

The undersigned, Angela Cleversy, as the duly elected, qualified, and acting Secretary of McAlpin Manor Homeowner's Association, a Texas nonprofit corporation (the "**Association**"), hereby certifies on behalf of the Association that the following resolutions were duly adopted by the Board of Directors of the Association (the "**Board**") at a meeting of the Board held on March 8, 2022, and that such preamble and resolutions have not been amended or rescinded and are in full force and effect on the date hereof.

WHEREAS, Chapter 209.0052 of the Texas Property Code (the "**Code**") requires the Association to solicit bids or proposals using a bid process established by the Association for the procurement of any proposed contract for services that will cost more than \$50,000; and

WHEREAS, the Board desires to adopt a contract procurement policy establishing a bid process for the solicitation of bids and proposals for the purpose of complying with the Code.

NOW, THEREFORE, BE IT RESOLVED, that the Board hereby adopts the contract procurement policy set forth on Exhibit "A", attached hereto and incorporated herein by reference.

BE IT RESOLVED, FURTHER, that, the Secretary of the Association is hereby authorized and empowered, in the name and on behalf of the Association, from time to time, to do and perform all such further acts and things and to execute and deliver all such further instruments as he or she may deem necessary or advisable to carry out and effectuate the intent and purposes of the foregoing resolutions and of the actions referred to therein.

BE IT RESOLVED, FURTHER, that any actions taken by the officers or directors of the Association prior to the date of this action or hereafter that are within the authority conferred hereby are hereby ratified, confirmed and approved as the act and deed of the Association.

[SIGNATURE PAGE FOLLOWS]

SECRETARY'S CERTIFICATE

IN WITNESS WHEREOF, the undersigned has executed this Certificate as Secretary on behalf of the Association to be effective upon the recording of this document in the Official Public Records of Ellis County, Texas.


By: Angela Cleversy
Title: Secretary

STATE OF TEXAS §

COUNTY OF ELLIS §

This instrument was acknowledged before me on September 30 2022, by Angela Cleversy, Secretary of McAlpin Manor Homeowner's Association, a Texas non-profit corporation, on behalf of said non-profit corporation.




Notary Public Signature

AFTER RECORDING PLEASE RETURN TO:

Gregory S. Cagle
CAGLE PUGH, LTD. LLP
4301 Westbank Drive, A-150
Austin, Texas 78746

EXHIBIT A

MCALPIN MANOR HOMEOWNER'S ASSOCIATION CONTRACT PROCUREMENT POLICY

The intent of this Contract Procurement Policy (the "**Policy**") is to assist the Board of Directors (the "**Board**") of McAlpin Manor Homeowner's Association (the "**Association**"), or if applicable, its managing agent (the "**Manager**") in the procurement of contracts for services in which it is anticipated that the cost of such services shall exceed \$50,000.

The guidance in this policy is intended to provide an outline of required procedures and recommended decision factors for the procurement of certain contracts for services. No policy, however, can provide absolute direction for every circumstance. The Board and/or Manager shall at all times be guided by the good faith exercise of business judgment, common sense, and prudence.

It is also recognized that circumstances may arise that require quick decision making. Nothing in this document is intended to prevent officers and board members from responding in a timely manner to unusual or emergency situations in order to serve the best interests of the Association.

I. PROCUREMENT APPROVAL AND BID REQUIREMENTS

1.1 Applicable Contracts Subject to this Policy. This Policy shall be utilized for the procurement of contracts for services (a "**Services Contract**") in which it is anticipated that the cost of such services shall exceed \$50,000. For purposes of calculating the cost of the Services Contract, only such costs that are guaranteed under the Services Contract, absent a termination of the Services Contract for cause, shall be included. In other words, if a Services Contract may be terminated at any time for convenience, any costs anticipated under the Services Contract that may be avoided by a termination for convenience as of the effective date of the Services Contract shall not be included in the calculated cost of the Services Contract. By way of illustration, in a one-year Services Contract that may be terminated for convenience with 90-days' notice, only the payments due during the first ninety (90) days of the contract shall be included in the calculation of the costs of such Services Contract.

In addition, only the guaranteed costs during the guaranteed duration of the Services Contract shall be included in the calculation of its cost. If a Services Contract is for a period of one-year, but includes an automatic annual renewal provision that may be avoided by an affirmative act of the Association, only the guaranteed costs due during the first year shall be included in the calculation of costs.

Notwithstanding, the Board and/or the Manager may, but is not required to, utilize this Policy for the procurement of contracts for goods or for services in which the cost of such services is less than \$50,000.

1.2 Exceptions to the Utilization of this Policy. The Board and/or the Manager shall not be required to adhere to the Policy under the following circumstances:

EXHIBIT A

1.2.1 The occurrence of a reasonably unforeseen emergency that requires the Association to engage a service provider immediately in order to avoid risk of or further harm to persons or property and there is not sufficient time to allow for the collection and review of bids.

1.2.2 The service at issue does not permit soliciting competitive bids; including services needed to address major facility failures, damages due to disasters, or services necessary to address immediate safety and security issues.

1.2.3 Only one supplier can meet the necessary delivery date with the requirements of established standards, design, quality, or compatibility with existing equipment.

1.2.4 Changing of vendors would disrupt or void existing warranties.

II. REQUESTS FOR QUOTATION AND BID REQUIREMENTS

2.1 Bidding Procedures. When bidding is required, common sense dictates the level of care, detail, and consideration that should be exerted in soliciting bids for services. The intent of this section is to provide general guidance to the Board and/or the Manager on facilitating a bidding process. The Board shall be responsible for insuring the appropriate level of preparation, detail, and due diligence have been met.

2.2. Requests for Quotation ("RFQ"). Prior to solicitation of competitive bids, the Board and/or the Manager will prepare a RFQ consisting of:

2.2.1 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.

2.2.2 A scope of work, delivery and performance schedule, and any special instructions necessary.

2.2.3 If applicable, the contract terms and conditions, including warranty and bonding or other requirements.

2.2.4 A statement regarding how the award will be made, such as the 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.

2.2.5 Additional items to be considered for inclusion in the RFQ may include:

a. Precise statement of work in the case of services.

b. Precise statement of product(s) in the case of property purchases. This should include item identification (part numbers or minimum performance standards for example)

EXHIBIT A

- c. Time frames (beginning and completion dates, schedules, milestones, or length of contract, as appropriate)
- d. Request statement of warranty (if appropriate)
- e. Contact information for vendors to ask questions.
- f. Quotation deadline date(s)
- g. Projected decision date
- h. Specification of bid minimum criteria
- i. Liability insurance requirement (if appropriate)
- j. Copies of appropriate licenses

2.3 Solicitation of Competitive Bids. In general, at least three competitive bids should be obtained from qualified vendors, as applicable, where bidding is required by this Policy. 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, in an attempt to meet the number of bids required by this Policy, will not individually qualify as having met the "competitively bid" criteria. The Association must receive quotes from more than one supplier in order for the good or service being quoted to meet the criteria of "competitively bid".

In the case of extenuating circumstances, the approval of a Services Contract subject to this Policy may be authorized by the Board based on fewer than three bids if there are circumstances existing that constitute an exception to the utilization of this Policy or there is a lack of qualified vendors reasonably available in the community. If the Board elects to approve a Services Contract subject to this Policy with less than three bids, the reasons for deviating from this Policy shall be documented in the minutes of the meeting at which the Services Contract is approved.

2.4 Vendor Disqualification. Because it is not uncommon for membership on the Board or the Manager to change over time, the persons currently serving as the Board and/or the Manager may not be aware of prior experiences that the Association has had with certain vendors. In order to avoid contracting with a vendor with which the Association has had a bad experience, the Association shall maintain a list of vendors which the Association will not do business with due to past poor performance or other valid reasons. Reasons for inclusion on the list include late performance of deliveries or services, poor quality, failure to make good on warranties, or other valid reasons. Input from other property owners associations may be considered. Additions to the exclusion list must be approved by the Board. Any decision to remove a vendor from the exclusion list must also be approved by the Board. A RFQ shall not be submitted to any vendor on the exclusion list unless approved in advance by the Board.

2.5 Bid Deadline. Bids shall be submitted to the Board and/or the Manager within the deadline specified. Bids received outside of the specified deadline should not be considered unless an insufficient number of bids are received by the Board and/or Manager within the specified deadline.

EXHIBIT A

2.6 Bid Confidentiality. Bids submitted to the Board and/or Manager shall remain confidential and may not be shared with any prospective vendor.

2.7 Interested Vendors. As a general policy, the Association should not do business with members of the Board or persons related to a current member of the Board within the third degree by consanguinity or affinity ("**Related Person**"), or a company in which a current member of the Board or Related Person has a financial interest in at least fifty-one (51) percent of the profits of such company (hereinafter, an "**Interested Vendor**") due to potential conflict of interest. However, it is recognized that under certain circumstances it may be advantageous to the Association to enter into contracts with an Interested Vendor because the Interested Vendor is the only vendor that may have particular skills, offers of discount, familiarity with the needs of the Association, etc. In such event, the procurement process must comply with the additional requirements of Section 209.0052 of the Texas Property Code, which include:

2.7.1 the Association obtains at least two other bids for the contract from persons not associated with the Interested Vendor, if reasonably available in the community;

2.7.2 the interested Board member is not given access to the other bids; does not participate in any Board discussion regarding the contract; and does not vote on the award of the contract;

2.7.3 the material facts regarding the relationship or interest of the Interested Vendor with respect to the proposed contract are disclosed to or known by the Board and the Board, in good faith and with ordinary care, authorizes the contract by an affirmative vote of the majority of the Board members who do not have an interest in the Interested Vendor; and

2.7.4 the Board certifies that the requirements of Section 209.0052(a)-(b) have been satisfied by a resolution approved by an affirmative vote of the majority of the Board members who do not have an interest in the Interested Vendor.

III. VENDOR SELECTION

3.1 Vendor Selection Considerations. The process diligence and criteria for selecting any vendor varies greatly depending on the value of the expenditure. Common sense suggests that routine purchases of items or services generally available from a variety of sources does not require much consideration or effort. Conversely, higher value purchases and procurement of services and products where expertise and technical considerations are important require proportionally more diligence and effort. The following criteria should be considered:

3.1.1 Cost

3.1.2 Quality

3.1.3 Vendor qualification (appropriate resources, experience, and scale)

3.1.4 Previous history (positive or negative) with the Association or other local property owners associations.

EXHIBIT A

- 3.1.5 Continuity of services (particularly when dealing with infrastructure maintenance)
- 3.1.6 References
- 3.1.7 Expertise and/or experience
- 3.1.8 Conflicts of interest
- 3.1.9 Proof of liability insurance (where applicable)
- 3.1.10 Proof of appropriate license(s) (where applicable)
- 3.1.11 Preference for local vendors

3.2 Selection of Winning Bid. The process of choosing a winning bid will vary depending on the nature of the work to be performed and the value of the expenditure. The Board shall have the discretion of accepting a bid higher than the low bid if justified based on contractor qualifications or other relevant considerations such as expertise or experience.

If an insufficient number of competitive bids that meet all bidding specifications are received by the submission deadline, the Board shall have the discretion of accepting a bid from amongst those received (even if the selected bid does not meet all of the bidding specifications) or soliciting additional bids based on the same or modified criteria.

The final selection of a vendor needs to reflect a common sense consideration of all these criteria. While cost is frequently a very important factor in vendor decisions, many circumstances may exist when there are good reasons to assign greater importance to other criteria. As a general guideline, the more technically difficult or risky the job, the more emphasis should be placed on previous experience, quality, and continuity of services.

3.3 Contract Renewals. If a Services Contract has an automatic renewal provision, each separate contractual period shall be subject to this Policy. In other words, if a Services Contract is for a guaranteed period of one year (without the ability to terminate for convenience) and has an automatic annual renewal period that may be avoided by an affirmative act of the Association, each annual period of time shall be subject to this Policy and may require competitive bidding if the guaranteed cost for each annual period of time exceeds \$50,000. By way of illustration, if a Services Contract is for a period of one-year and has a guaranteed cost of \$49,000, but it includes an automatic annual renewal provision that may be avoided by an affirmative act of the Association, and the guaranteed cost of the second year period is \$51,000, the Association shall be obligated to seek competitive bids from the current vendor and additional vendors in compliance with this Policy before permitting the renewal of the Services Contract for an additional year.

IV. CONTRACT CONSIDERATION

4.1 Guidelines for Vendor Contract. The Association intends to follow prudent purchasing procedures in authorizing all expenditures. This is particularly important when

EXHIBIT A

contracts for goods or services are signed on behalf of the Association. The existence of a contract generally signals that the proposed vendor will receive either a higher value purchase order or longer term agreement. Proposed contracts need to reflect a level of due diligence and care in proportion to the value and term of the transaction. The following is a list of considerations that should be reviewed and spelled out in contracts:

- 4.1.1 Appropriate government regulations must be followed. This may entail building permits or other approvals pertinent to the proposed transaction.
- 4.1.2 Proof of liability insurance protecting the Association and owners must be received by the Association prior to contract execution.
- 4.1.3 Vendors must provide proof of appropriate licensing and bonding.
- 4.1.4 A statement of work appropriate to the value, time frame, and technical difficulty should be included.
- 4.1.5 In the case of construction and repair projects, the contract should specify an appropriate level of on site management by the vendor and specify procedures for the Association to communicate issues to the vendor during performance of the contract. If appropriate, the contract should acknowledge the use of outside inspection by the Association.
- 4.1.6 Subcontracting of any portion of the proposed work/product should specify the subcontractor, the specific work/product to be so subcontracted, and a definitive statement of warranty responsibility.
- 4.1.7 Contracts should specify appropriate terms including:
 - a. Timeframes (start and completion dates)
 - b. Renewal conditions
 - c. Termination clauses or sunset language
 - d. Warranty terms

4.2 Additional Contractual Considerations. In addition to the considerations above, the Board should be aware of common mistakes or problems that arise in the negotiating of contractual terms and/or preparing written vendor contracts:

- 4.2.1 Accepting vendor contract terms
- 4.2.2 Failing to obtain legal review of higher value contracts
- 4.2.3 Insuring contract language makes it clear the vendor is not an employee of the Association
- 4.2.4 Vague termination or sunset terms

EXHIBIT A

- 4.2.5 Failure to follow the Association's procurement policy
- 4.2.6 Vague warranty terms

**CERTIFIED RESOLUTIONS OF THE BOARD OF DIRECTORS
OF MCALPIN MANOR HOMEOWNER'S ASSOCIATION
ADOPTION OF PERMITTED RULES AND REGULATIONS
UNDER CHAPTER 202 OF THE TEXAS PROPERTY CODE**

The undersigned, Angela Cleversy, as the duly elected, qualified, and acting Secretary of McAlpin Manor Homeowner's Association, a Texas nonprofit corporation (the "Association"), hereby certifies on behalf of the Association that the following resolutions were duly adopted by the Board of Directors of the Association (the "Board") at a meeting of the Board held on March 8, 2022, and that such preamble and resolutions have not been amended or rescinded and are in full force and effect on the date hereof.

WHEREAS, certain recently-enacted statutory laws purport to override or void any provision in the Association's governing documents that would restrict or prohibit property owners from construction, installation, or placement of swimming pool enclosures or security measures on their property and/or displaying religious items on their dwelling or property;

WHEREAS, Chapter 202 of the Texas Property Code (the "Code") authorizes the Association to adopt dedicatory instrument provisions to impose certain limited permitted regulations for construction, installation, or placement of swimming pool enclosures or security measures on a property owner's property and/or a property owner or resident's display of religious items on their property or the dwelling located thereon; and

WHEREAS, the Board desires to adopt such permissible regulations.

NOW, THEREFORE, BE IT RESOLVED, that the Board hereby adopts the regulations set forth on Exhibit "A", attached hereto and incorporated herein by reference.

BE IT RESOLVED, FURTHER, that, the Secretary of the Association is hereby authorized and empowered, in the name and on behalf of the Association, from time to time to do and perform all such further acts and things and to execute and deliver all such further instruments as he or she may deem necessary or advisable to carry out and effectuate the intent and purposes of the foregoing resolutions and the actions referred to therein.

BE IT RESOLVED, FURTHER, that any actions taken by the officers or directors of the Association prior to the date of this action or hereafter that are within the authority conferred hereby are hereby ratified, confirmed and approved as the act and deed of the Association.

[SIGNATURE PAGE FOLLOWS]

SECRETARY'S CERTIFICATE

IN WITNESS WHEREOF, the undersigned has executed this Certificate as Secretary on behalf of the Association to be effective upon the recording of this document in the Official Public Records of Ellis County, Texas.


By: Angela Cleversy
Title: Secretary

STATE OF TEXAS §

COUNTY OF ELLIS §

This instrument was acknowledged before me on September 30 2022, by Angela Cleversy, Secretary of McAlpin Manor Homeowner's Association, a Texas non-profit corporation, on behalf of said non-profit corporation.




Notary Public Signature

AFTER RECORDING PLEASE RETURN TO:

Gregory S. Cagle
CAGLE PUGH, LTD. LLP
4301 Westbank Drive, Ste. A-150
Austin, Texas 78746

MCALPIN MANOR HOMEOWNER'S ASSOCIATION
RESOLUTION ADOPTING PERMITTED RULES AND REGULATIONS
UNDER CHAPTER 202 OF THE TEXAS PROPERTY CODE

EXHIBIT A

STATUTORY-BASED RULES & REGULATIONS FOR MCALPIN MANOR HOMEOWNER'S ASSOCIATION

I. OPENING RECITALS

1.1 Declaration. These Statutory-Based Rules & Regulations for McAlpin Manor Homeowner's Association apply to all real property that is subject to the *Declaration of Conditions, Covenants and Restrictions of McAlpin Manor*, recorded as Document Number 1421098 in the Official Public Records of Ellis County, Texas, as amended and supplemented (the "**Declaration**"), such real property constituting the "**Subdivision Development**."

1.2 Authority. The Declaration contains provisions that impose land-use restrictions that regulate the use of lots in the Subdivision Development and the construction or placement of improvements thereon, as well as provisions that prohibit construction or modification of improvements on lots without the prior written approval of the Association's Board of Directors, an architectural review committee, or the Declarant, as the case may be. Certain recently-enacted Texas statutory laws purport to override or void any provision in the Declaration that would restrict or prohibit property owners from construction, installation, or placement of swimming pool enclosures or security measures on their property and/or restrict or prohibit property owners or residents from displaying religious items on their dwelling or lots. Notwithstanding, such statutory laws authorize the Association to adopt and enforce certain permissible dedicatory instrument provisions that impose certain limited regulations for construction, installation, or placement of swimming pool enclosures or security measures on a property owner's property and/or a property owner or resident's display of religious items on their property or the dwelling located thereon.

1.3 Construction & Conflict. These Statutory-Based Rules & Regulations are drafted to be compliant with the provisions of Chapter 202 of the Texas Property Code to which they are inferior. Accordingly, the terms and provisions of these Rules & Regulations are to be liberally construed to give maximum effect to the regulation of swimming pool enclosures, security measures, and displayed religious items permitted under Chapter 202 of the Texas Property Code, but they shall not be construed as a way to evade the protections, permissions, or requirements of Chapter 202. As a convenience to the Association's directors, officers, members, and managers, the pertinent provisions of applicable laws are paraphrased if not restated in these Rules & Regulations. If any provision of these Rules & Regulations conflict with State law, inaccurately paraphrases State law, or inadvertently omits an aspect of State law, the corresponding provision in State law controls. In the event of an apparent conflict between a provision of these Rules & Regulations and a provision in another dedicatory instrument of the Association, an effort must be made to construe the provisions so as to give effect to both, if such construction is reasonable. Otherwise, the provision in these Rules & Regulations is the higher authority for the limited purpose for which it is adopted, superseded only by public law. The effect of a general statement is not limited by the enumeration of specific matters similar to the general.

1.4 Severability. Invalidation of any provision of these Rules & Regulations by judgment or court order or subsequent statutory enactment does not affect any other provision, which remains in full force and effect.

EXHIBIT A

1.5 Definitions. The term “**Architectural Review Committee**” shall mean the Architectural Control Committee. Any other capitalized terms used and not otherwise defined herein shall have the meanings set forth in the Declaration.

1.6 Conflicts. To the extent these Statutory-Based Rules and Regulations directly contradict with any previous guidelines or rules adopted by the Association, these Statutory-Based Rules and Regulations shall control. These Statutory-Based Rules and Regulations are supplementary and are in addition to any and all other covenants, conditions, restrictions, rules, and guidelines in effect for the Association..

1.7 Effective Date. These Statutory-Based Rules and Regulations shall be effective as a “Dedictory Instrument” of the Association and the Subdivision Development on the date it is recorded in the Official Public Records of the county or counties in which all or a portion of the Subdivision Development is located.

II. STATUTORY-BASED RULES & REGULATIONS

The following Rules & Regulations are hereby adopted as a Dedictory Instrument for the Association and Subdivision Development:

A. SECURITY MEASURE REGULATIONS

A-1 Building or Installation of Security Measures. To the extent permitted and protected by applicable law (such as Texas Property Code Section 202.023), a property owner may build or install security measures, including but not limited to a security camera, motion detector, or perimeter fence, (a “**Security Measure**”), subject to the requirements of these Security Measure Regulations and permitted applicable provisions of the Declaration.

A-2 Location of Security Measures. A property owner may not build or install a Security Measure on any real property other than real property privately owned by such property owner.

A-3 Perimeter Fencing. A perimeter fence may not be built or installed unless the type of fencing, including without limitation, its design, height, color, and construction material has been approved in writing by the Association’s architectural review committee. Notwithstanding, a perimeter fence must be constructed of black wrought iron with brick columns to match the brick of the home. The front fencing must be close to the home, may not fence in the entirety of the front yard, and must be approved by the Architectural Committee.

A-4 Continued Application of the Declaration. To the extent applicable provisions of the Declaration or other dedicatory instruments of the Association do not prevent the economical building or installation of a Security Measure, such provisions shall continue to govern the building or installation of the Security Measure.

A-5 Architectural Review of Security Measures. A property owner must apply to the Architectural Review Committee for prior written approval of a proposed Security Measure to the extent required by the provisions of the Declaration and other dedicatory instruments of the Association. To the extent an applicable provision of the Declaration or other dedicatory instrument would prevent the economical building or installation of a proposed Security

EXHIBIT A

Measure, the Architectural Review Committee shall be authorized to modify the application of such provision in a manner that is reasonably intended to allow for the economical building or installation of the proposed Security Measure while still adhering as much as possible to the underlying intent and purpose of the Declaration and other dedicatory instruments, as determined by the Architectural Review Committee in its sole and absolute discretion.

B. RELIGIOUS ITEM DISPLAY REGULATIONS

B-1 Religious Displays. To the extent permitted and protected by applicable law (such as Texas Property Code Section 202.018), a property owner or resident may display or affix one or more religious items on the owner's or resident's lot or dwelling constructed thereon ("**Religious Item**"), provided:

- (1) The display of the Religious Item is motivated by the owner or resident's sincere religious belief;
- (2) No Religious Item may be installed or displayed that threatens the public health or safety;
- (3) No Religious Item may be installed or displayed that violates any law, other than one prohibiting the display of religious items;
- (4) No Religious Item may be installed or displayed that contains language, graphics, or any display that is patently offensive to a passerby for reasons other than its religious content;
- (5) No Religious Item may be installed or displayed on any real property owned by the Association or maintained by the Association or owned in common by members of the Association;
- (6) No Religious Item may be installed or displayed which violates any applicable building line, right-of-way, setback, or easement; and
- (7) No Religious Item may be attached to a traffic control device, street lamp, fire hydrant, or utility sign, pole or fixture.

B-2 Architectural Review of Religious Items. Property owners and residents are encouraged (but not required) to apply to the Architectural Review Committee for confirmation that the proposed Religious Item conforms to these Religious Item Display Regulations. The Association may require a property owner or resident to remove any displayed Religious Item prohibited by the Declaration that does not comply with the requirements of applicable law or these Religious Item Display Regulations.

C. SWIMMING POOL ENCLOSURE REGULATIONS

C-1 Swimming Pool Enclosure. To the extent permitted and protected by applicable law (Texas Property Code Section 202.022), a property owner may install on the owner's property a swimming pool enclosure that conforms to applicable state or local safety requirements (a

EXHIBIT A

"Swimming Pool Enclosure"), subject only to the requirements of these Swimming Pool Enclosure Regulations. For purposes of these Swimming Pool Enclosure Regulations, a Swimming Pool Enclosure shall mean a fence that:

- (1) surrounds a water feature, including a swimming pool or spa;
- (2) consists of transparent mesh or clear panels set in metal frames;
- (3) is not more than six (6) feet in height; and
- (4) is designed to not be climbable.

C-2 Regulation of Swimming Pool Enclosures. Swimming Pool Enclosures must comply with the following regulations:

- (1) A Swimming Pool Enclosure must be black in color unless an alternative color is approved by the Architectural Review Committee.
- (2) A Swimming Pool Enclosure must consist of transparent mesh set in metal frames unless an alternative material or design is approved by the Architectural Review Committee.
- (3) A Swimming Pool Enclosure shall not exceed six (6) feet in height, regardless of terrain, unless approved by the Architectural Review Committee.
- (4) A Swimming Pool Enclosure shall be designed to not be climbable.
- (5) A Swimming Pool Enclosure must conform to applicable state or local safety requirements. Notwithstanding the foregoing, it is the property owner's responsibility to ensure conformity with such requirements, and an approval from the Association or its architectural review committee shall not be construed as a warranty or representation that such installation is in fact in accordance with such requirements.

C-3 Architectural Review of Swimming Pool Enclosures. A Swimming Pool Enclosure may be installed by a property owner on his or her property without obtain written approval from the Association's architectural review committee, provided the Swimming Pool Enclosure complies with the Swimming Pool Enclosure Regulations' minimum requirements specified above. Notwithstanding, any Swimming Pool Enclosure that is not black in color or does not consist of transparent mesh set in metal frames must be approved in advance by the architectural review committee.

**CERTIFIED RESOLUTIONS OF THE BOARD OF DIRECTORS
OF MCALPIN MANOR HOMEOWNER'S ASSOCIATION
ADOPTION OF PROCEDURES AND GUIDELINES FOR
THE EXERCISE OF ARCHITECTURAL REVIEW AUTHORITY
PURSUANT TO CHAPTER 209 OF THE TEXAS PROPERTY CODE**

The undersigned, Angela Cleversy, as the duly elected, qualified, and acting Secretary of McAlpin Manor Homeowner's Association, a Texas nonprofit corporation (the "**Association**"), hereby certifies on behalf of the Association that the following resolutions were duly adopted by the Board of Directors of the Association (the "**Board**") at a meeting of the Board held on March 8, 2022, and that such preamble and resolutions have not been amended or rescinded and are in full force and effect on the date hereof.

WHEREAS, the Association is a property owners association governed by Chapter 209 of the Texas Property Code and is vested with the authority to enforce restrictive covenants and other terms and provisions of that certain *Declaration of Conditions, Covenants and Restrictions of McAlpin Manor*, recorded as Document No. 1421098 in the Official Public Records of Ellis County, Texas, as may be amended from time to time (collectively, the "**Declaration**").

WHEREAS, Chapter 209 of the Texas Property Code imposes certain procedures for the denial of a property owner's application for architectural review of proposed construction or modification of an improvement and establishes procedures for appealing a denial of an application for architectural review to the Association's Board of Directors

WHEREAS, the Board desires to adopt procedures and guidelines for conducting architectural review of a property owner's application for proposed construction or modification of an improvement in compliance with Chapter 209 of the Texas Property Code.

NOW, THEREFORE, BE IT RESOLVED, that the Board hereby adopts the procedures and guidelines set forth on Exhibit "A", attached hereto and incorporated herein by reference.

BE IT RESOLVED, FURTHER, that, the Secretary of the Association is hereby authorized and empowered, in the name and on behalf of the Association, from time to time to do and perform all such further acts and things and to execute and deliver all such further instruments as he or she may deem necessary or advisable to carry out and effectuate the intent and purposes of the foregoing resolutions and of the actions referred to therein.

BE IT RESOLVED, FURTHER, that any actions taken by the officers or directors of the Association prior to the date of this action or hereafter that are within the authority conferred hereby are hereby ratified, confirmed and approved as the act and deed of the Association.

[SIGNATURE PAGE FOLLOWS]

SECRETARY'S CERTIFICATE

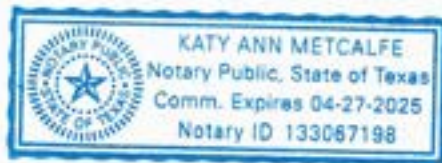
IN WITNESS WHEREOF, the undersigned has executed this Certificate as Secretary on behalf of the Association to be effective upon the recording of this document in the Official Public Records of Ellis County, Texas.


By: Angela Cleversy
Title: Secretary

STATE OF TEXAS §

COUNTY OF ELLIS §

This instrument was acknowledged before me on September 30 2022, by Angela Cleversy, Secretary of McAlpin Manor Homeowner's Association, a Texas non-profit corporation, on behalf of said non-profit corporation.




Notary Public Signature

AFTER RECORDING PLEASE RETURN TO:

Gregory S. Cagle
CAGLE PUGH, LTD. LLP
4301 Westbank Drive, Ste. A-150
Austin, Texas 78746

EXHIBIT A

MCALPIN MANOR HOMEOWNER'S ASSOCIATION

PROCEDURES AND GUIDELINES FOR THE EXERCISE OF ARCHITECTURAL REVIEW AUTHORITY PURSUANT TO CHAPTER 209 OF THE TEXAS PROPERTY CODE

ARTICLE I

Introduction

The architectural review of applications for construction or modification of improvements is a vital task for ensuring that improvements constructed in McAlpin Manor Homeowner's Association community (the "**Community**") are in compliance with the terms and provisions of the governing documents applicable to the community. Such task commonly involves a high degree of discretionary determinations, which may be scrutinized or disagreed with by others after the fact. In order to provide greater transparency and procedures for redress when property owners disagree with architectural review decisions concerning their property, the Texas legislature enacted Section 209.00505 of the Texas Property Code, which imposes new procedures for the denial of a property owner's application for architectural review and establishes procedures for appealing a denial of an application for architectural review to the property owners association's board of directors.

These procedures and guidelines are intended to assist the Architectural Control Committee, (the "**Architectural Committee**") in the review and approval or denial of an application for architectural review of proposed construction or modification of an improvement and, if applicable, the appellate review of a denied application (the "**Guidelines**"). The Guidelines have been prepared by the Cagle Pugh law firm specifically for the Architectural Committee and the Board of Directors (the "**Board**") of McAlpin Manor Homeowner's Association, (the "**Association**") and are based on that certain *Declaration of Covenants, Conditions and Restrictions of McAlpin Manor*, recorded as Document No. 1421098 in the Official Public Records of Ellis County, Texas, as amended from time to time (collectively, the "**Declaration**").

ARTICLE II

Purpose

The purpose of the Architectural Committee is to serve as a "gate-keeping" function for the construction of improvements in a development. In most Declarations, property owners are required to submit an application for the construction of new improvements or the modification of existing improvements to the Architectural Committee for its review in advance of initiating construction, and the Architectural Committee is vested with exclusive discretion to determine whether such proposed construction of new improvements or modification of existing improvements is in compliance with the Restrictive Covenants applicable to the community. Often such task also involves a subjective determination as to whether the proposed construction is aesthetically attractive and harmonious with the other structures in the community. The authority to review and approve construction of new improvements and/or modifications to existing improvements is generally referred to as the "Architectural Review Authority."

ARTICLE III

Improvements Requiring Approval of the Architectural Committee

The necessity of obtaining approval from an architectural committee is derived from a land-use restriction contained in the dedicatory instruments applicable to the community. Such land-use restriction

EXHIBIT A

will often restrict property owners from constructing or modifying certain improvements, buildings and/or structures without the advance written approval of the architectural committee. The scope of items requiring approval of the architectural committee is specified by the dedicatory instruments applicable to the community.

The Declaration for the Community requires the following items to be submitted to and approved by the Architectural Committee:

No building, fence, wall, or other structure shall be commenced, erected, placed, maintained or altered on any lot, nor shall any exterior painting of, exterior addition to, or alteration of such items be made until approved by the Architectural Committee.

ARTICLE IV Scope of Architectural Review Authority

The authority of the Architectural Committee to approve or deny a property owner's application to construct or modify an improvement is not without limitation. In a 1981 case law opinion, entitled *Davis v. Huey*, the Texas Supreme Court held that dedicatory instrument provisions requiring the submission of plans to and prior consent of an architectural committee before construction of improvements are valid "insofar as they furnish adequate notice to the homeowners of the specific restriction sought to be enforced" and that an architectural committee may not impose building restrictions upon property owners that are more stringent than those specifically set out in the dedicatory instruments through its discretionary authority to disapprove proposed construction projects. In other words, even if a dedicatory instrument vests an architectural committee with discretionary approval authority, the architectural committee is not permitted to alter or expand the specific building restrictions or to impose limitations on a property owner's construction or remodeling project that are more restrictive than the specific restrictions set out elsewhere in the dedicatory instrument. Thus, the scope of an architectural committee's review of an application for proposed construction or modification of an improvement is generally dictated by the express provisions of the dedicatory instrument establishing such committee, and an architectural committee may not exercise architectural review authority over characteristics of a proposed improvement that is not expressly within such scope of review.

The permitted scope of Architectural Review Authority by the Architectural Committee established by the Declaration is as follows:

1. To determine if the proposed improvements are in accordance with the Declaration.
2. To determine if the design and quality of the proposed improvements is adequate.
3. To determine if the proposed improvements are in harmony and conformity with existing structures throughout the Addition.
4. The Architectural Committee may decline to approve any proposed improvement for aesthetic reasons.

ARTICLE V Variance Authority

It is very common for a dedicatory instrument to vest an architectural committee with the power to grant a property owner a variance from compliance with one or more of the land-use restrictions in the dedicatory instrument regarding construction or modification of an improvement. When such variance

EXHIBIT A

authority is granted to an architectural committee it may be limited to certain types of land-use restrictions or the architectural committee may be restricted from granting a variance except in limited circumstances where the architectural committee determines there is good cause or justification for allowing the deviation and such variance will not have an adverse impact on the community.

The Declaration does grant the Architectural Committee the authority to grant variances for setback lines, garage location, or any other requirements set forth in the Declaration.

In addition, the Architectural Committee may grant conditional variances (i.e., variances that are conditioned upon the continued existence of certain conditions) or temporary variances (i.e., variances that expire upon the expiration of specified period of time or upon an event, such as the sale of the lot).

The variance must be in writing.

ARTICLE VI Denial of an Application

Section 209.00505 of the Texas Property Code requires all denials of an application for construction or modification of an improvement to be in writing and delivered to the requesting property owner by certified mail, hand-delivery, or electronic delivery. The written denial must also (1) describe the basis for the denial in reasonable detail and changes, if any, to the application or improvements required as a condition to approval; and (2) inform the property owner that he or she may request a hearing with the board of directors for the purpose of appealing the denial by the architectural committee on or before the thirtieth (30th) day after the date the written denial is mailed, hand-delivered or electronically delivered to the property owner.

Based on the permitted scope of Architectural Review Authority described above, an application may be denied by the Architectural Committee for one (1) or more of the following reasons:

1. The proposed improvements are not in accordance with the Declaration.
2. The design and quality of the proposed improvements is not adequate.
3. The proposed improvements are not in harmony and conformity with existing structures throughout the Addition.
4. For aesthetic reasons.

A template letter for denial of an application that conforms to the Architectural Committee's scope of Architectural Review Authority under the Declaration and complies with the requirements of Section 209.00505 of the Texas Property Code is attached hereto as Exhibit A-1 and the Architectural Committee is strongly encouraged to use such template when denying a property owner's application for architectural review. The denial of an application letter should state all applicable reasons for the denial.

ARTICLE VII Appellate Review by the Board

If a request for an appellate review hearing is timely received from a property owner, the Board must conduct an appellate review hearing not later than the thirtieth (30th) day after the date the Board receives the property owner's request and the Board must provide the property owner notice of the date, time, and place of the hearing not later than the tenth (10th) day before the date of the hearing.

EXHIBIT A

During an appellate review hearing, the Board, or a designated representative of the Association, and the owner, or his or her designated representative, will each be provided the opportunity to discuss, verify facts, and resolve the denial of the property owner's application or request for the construction or modification of an improvement, and the changes, if any, requested by the architectural committee in the written denial provided to the property owner.

The Board or the property owner may request a postponement of the scheduled hearing. If requested, a postponement shall be granted for a period of not more than ten (10) days. Subsequent postponements may be granted by agreement of the parties. The Association and/or the property owner may make an audio recording of the appellate review hearing.

The Board is authorized to affirm, modify, or reverse, in whole or in part, any decision of the Architectural Committee concerning an application for construction of an improvement, as consistent with the Declaration. In other words, the Board is limited to the same scope of architectural review as the Architectural Committee.

EXHIBIT A-1

MCALPIN MANOR HOMEOWNER'S ASSOCIATION

Architectural Control Committee

_____, 2021

[Insert Owner Name]

Via Certified Mail, Hand-Delivery, and/or
Electronic Delivery

RE: Denial of application for construction or modification of improvement at _____ (the "Property") submitted to the Architectural Control Committee (the "Committee") on _____, 2021 (the "Application")

Dear [insert owner name]:

Thank you for your submission of the Application. The Committee has denied the Application for the following reasons:

- ☐ The proposed improvements are not in accordance with the Declaration.
- ☐ The design and quality of the proposed improvements is not adequate.
- ☐ The proposed improvements are not in harmony and conformity with existing structures throughout the Addition.
- ☐ For aesthetic reasons.
- ☐ The submitted Application failed to include information required by the applicable dedicatory instrument and/or requested by the Committee. Please provided the required/requested information and the Committee will reconsider the Application
- ☐ Other: _____

[if applicable – add the following provision]

Notwithstanding the denial above, the Committee shall reconsider its denial and approve the Application on the following conditions:

Pursuant to Section 209.00505 of the Texas Property Code, you may request an appellate review hearing with the Board of Directors of McAlpin Manor Homeowner's Association, (the "Board"). A request for an appellate review hearing must be delivered to the Board on or before the thirtieth (30th) day from the date this notice was transmitted to you at the following mailing and/or email address:

EXHIBIT A-1

Sincerely,

[insert name]

[insert title]

CERTIFIED RESOLUTIONS OF THE BOARD OF DIRECTORS

OF MCALPIN MANOR HOMEOWNER'S ASSOCIATION

**ADOPTION OF PROCEDURES AND GUIDELINES FOR CONDUCTING
HEARINGS PURSUANT TO CHAPTER 209 OF THE TEXAS PROPERTY CODE**

The undersigned, Angela Cleversy, as the duly elected, qualified, and acting Secretary of the McAlpin Manor Homeowner's Association, a Texas nonprofit corporation (the "Association"), hereby certifies on behalf of the Association that the following resolutions were duly adopted by the Board of Directors of the Association (the "Board") at a meeting of the Board held on March 8, 2022, and that such preamble and resolutions have not been amended or rescinded and are in full force and effect on the date hereof.

WHEREAS, the Association is a property owners association governed by Chapter 209 of the Texas Property Code and is vested with the authority to enforce restrictive covenants and other terms and provisions of that certain *Declaration of Covenants, Conditions and Restrictions of McAlpin Manor* recorded at Document No. 1421098 in the Official Public Records of Ellis County, Texas, as may be amended from time to time (collectively, the "Declaration").

WHEREAS, Chapter 209 of the Texas Property Code requires the Board to conduct a hearing, if timely requested by a property owner, for the appellate review of negative architectural review determinations and before the Association may suspend a property owner's right to use a common area, file a suit against a property owner (other than a lawsuit seeking a temporary restraining order or temporary injunctive relief or a lawsuit to collect a regular or special assessment or to foreclose an assessment lien), charge a property owner for property damage, levy a fine for a violation of the restrictions or bylaws or rules of the Association, or report any delinquency of a property owner to a credit reporting service.

WHEREAS, the Board desires to adopt procedures and guidelines for conducting such hearings in compliance with Chapter 209 of the Texas Property Code.

NOW, THEREFORE, BE IT RESOLVED, that the Board hereby adopts the procedures and guidelines set forth on Exhibit "A", attached hereto and incorporated herein by reference.

BE IT RESOLVED, FURTHER, that, the Secretary of the Association is hereby authorized and empowered, in the name and on behalf of the Association, from time to time to do and perform all such further acts and things and to execute and deliver all such further instruments as he or she may deem necessary or advisable to carry out and effectuate the intent and purposes of the foregoing resolutions and of the actions referred to therein.

BE IT RESOLVED, FURTHER, that any actions taken by the officers or directors of the Association prior to the date of this action or hereafter that are within the authority conferred hereby are hereby ratified, confirmed and approved as the act and deed of the Association.

[SIGNATURE PAGE FOLLOWS]

SECRETARY'S CERTIFICATE

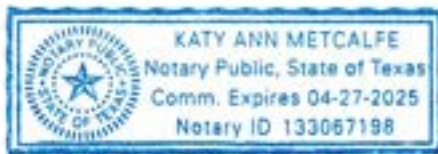
IN WITNESS WHEREOF, the undersigned has executed this Certificate as Secretary on behalf of the Association to be effective upon the recording of this document in the Official Public Records of Ellis County, Texas.


By: Angela Cleversy
Title: Secretary

STATE OF TEXAS §

COUNTY OF ELLIS §

This instrument was acknowledged before me on September 30 2022, by Angela Cleversy, Secretary of McAlpin Manor Homeowner's Association a Texas non-profit corporation, on behalf of said non-profit corporation.




Notary Public Signature

AFTER RECORDING PLEASE RETURN TO:

Gregory S. Cagle
CAGLE PUGH, LTD. LLP
4301 Westbank Drive, Ste. A-150
Austin, Texas 78746

EXHIBIT A

MCALPIN MANOR HOMEOWNER'S ASSOCIATION

PROCEDURES AND GUIDELINES FOR CONDUCTING HEARINGS PURSUANT TO CHAPTER 209 OF THE TEXAS PROPERTY CODE

ARTICLE I

Introduction and Purpose

McAlpin Manor Homeowner's Association, a Texas nonprofit corporation (the "**Association**") is a property owners association governed by Chapter 209 of the Texas Property Code and is vested with the authority to enforce restrictive covenants and other terms and provisions of that certain *Declaration of Covenants, Conditions and Restrictions of McAlpin Manor* recorded as Document No. 1421098 in the Official Public Records of Ellis County, Texas, as may be amended from time to time (the "**Declaration**").

Chapter 209 of the Texas Property Code imposes certain due process procedures that the Association must perform before it may enforce restrictive covenants and other terms and provisions of the Declaration. In particular, Section 209.006 of the Texas Property Code requires the Board to provide a property owner with a statutorily-mandated notice (the "**Chapter 209 Notice**"), and to conduct a hearing if timely requested by such property owner, before the Association may suspend a property owner's right to use a common area, file a suit against a property owner (other than a lawsuit seeking a temporary restraining order or temporary injunctive relief or a lawsuit to collect a regular or special assessment or to foreclose an assessment lien), charge a property owner for property damage, levy a fine for a violation of the restrictions or bylaws or rules of the Association, report any delinquency of a property owner to a credit reporting service, or hold a property owner liable of attorneys' fees incurred by the Association associated with such enforcement action by the Association (a "**Chapter 209 Enforcement Hearing**"). In addition, Section 209.007 of the Texas Property Code imposes statutory procedures for providing notice of and conducting a Chapter 209 Enforcement Hearing.

In addition, the 2021 Texas legislature enacted Section 209.00505 of the Texas Property Code, which establishes authority for the appellate review by the Association's Board of Directors (the "**Board**") of negative architectural determinations made by the Association's Architectural Control Committee (the "**Architectural Committee**"). Section 209.00505 also imposes statutory procedures for providing notice of and conducting a hearing by the Board for the appellate review of such architectural determinations (a "**Chapter 209 Architectural Review Hearing**").

The purpose of these procedures and guidelines (the "**Guidelines**") is to assist the Board in scheduling, providing notice of, and conducting Chapter 209 Enforcement Hearings and Chapter 209 Architectural Review Hearings in compliance with Chapter 209 of the Texas Property Code and to provide property owners requesting such hearings with notice of the procedures and guidelines that will govern such proceedings.

EXHIBIT A

ARTICLE II

Chapter 209 Architectural Review Hearings

2.1 Scope of the Board's Appellate Review Authority. Unless the Declaration provides otherwise, the Board's authority to conduct an appellate review of an architectural determination by the Architectural Committee shall be limited to a decision by the Architectural Committee denying an application or request by a property owner for the construction or modification of an improvement on the property owner's lot pursuant to Section 209.00505 of the Texas Property Code. The authority of the Board to review decisions of the Architectural Committee under Section 209.00505 does not extend to an approval of a property owner's application for the construction or modification of an improvement or a denial of a request for a variance from compliance with the provisions of the Declaration.

2.2 Requesting Appellate Review of an Architectural Determination. To be effective, a request for appellate review by the Board of an eligible architectural determination must be in writing and received by the Association within thirty (30) days from the date written notice of such architectural determination was mailed by certified mail, hand-delivered, or emailed to the property owner in compliance with Section 209.00505 of the Texas Property Code. The written request for appellate review must be sent to the Association by certified mail at the mailing address of the Association or authorized representative as reflected on the most current management certificate filed by the Association pursuant to Section 209.004 of the Texas Property Code. Failure to timely request appellate review of an eligible architectural determination shall waive the Board's appellate review authority.

2.3 Scheduling and Notice of the Chapter 209 Architectural Review Hearing. The Board shall conduct a Chapter 209 Architectural Review Hearing within thirty (30) days from the date the Board receives a property owner's timely written request for appellate review. The Board shall also provide the property owner notice of the date, time, and location of the hearing at least ten (10) days prior to the date of said hearing. The notice of the Chapter 209 Architectural Review Hearing may be mailed, hand-delivered, or emailed to the requesting property owner and shall be considered delivered on the day it is hand-delivered, mailed to the requesting property owner at his or her last known mailing address with proper postage, or emailed to the requesting property owner at an email address provided to the Association by such property owner. The Board or the requesting property owner may request a postponement of the scheduled hearing date one (1) time each and, if requested, a postponement shall be granted for a period of no more than ten (10) days from the date of the previously scheduled hearing date unless otherwise agreed to by the Board and the property owner. Additional postponements may be granted by agreement of the parties. The Board shall provide the requesting property owner with the date, time, and location of the rescheduled hearing date at least twenty-four (24) hours in advance of the rescheduled hearing date. Notice of a rescheduled hearing date may be given to a property owner by any reasonable manner designed to provide adequate notice of the rescheduled hearing.

2.4 Location of the Chapter 209 Architectural Review Hearing. A Chapter 209 Architectural Review Hearing may be conducted in conjunction with a meeting of the Board or at a non-public work session of the Board. In addition, a Chapter 209 Architectural Review Hearing may be held at a physical location, or at the election of the Board, by video conference technology, provided the property owner is afforded the reasonable ability to present information relevant to the

EXHIBIT A

appellate review of the architectural determinations concerning the property owner's application or request for the construction or modification of an improvement that are at issue. Upon the agreement of the Board and the property owner, a Chapter 209 Architectural Review Hearing may be conducted at the property for which the architectural determinations at issue relate.

2.5 Attendance at the Chapter 209 Architectural Review Hearing. The Board and the requesting property owner may be represented by legal counsel at a Chapter 209 Architectural Review Hearing. In addition, both parties may have other relevant persons attend the Chapter 209 Architectural Review Hearing, including the Association's managing agents, members of the Architectural Committee, architects, contractors, consultants and any other person that either party believes would be in a position to provide information relevant to the appellate review of the architectural determinations concerning the property owner's application or request for the construction or modification of an improvement that are at issue.

2.6 Conduction of the Chapter 209 Architectural Review Hearing. At the Chapter 209 Architectural Review Hearing, the Board (or a designated representative of the Association) and the requesting property owner (or the property owner's designated representative) shall each be provided the opportunity to discuss, verify facts, and resolve the denial of the property owner's application or request for the construction of improvements, and the changes, if any, requested by the Architectural Committee in the written denial of such application or request. In order to conduct such process in an orderly manner, the Board shall use the script attached to these Guidelines as Exhibit A-1. An audio recording of the Chapter 209 Architectural Review Hearing may be made by the Board or the property owner.

2.7 Appellate Review Ruling by the Board. The Board shall have the authority to affirm, modify, or reverse, in whole or in part, any decision of the Architectural Committee concerning the application or request for the construction or modification of an improvement that is the subject of the Board's appellate review. Such authority shall include the power to modify or reverse decisions by the Architectural Committee previously approving components of the requesting property owner's application or request for the construction or modification of an improvement. The Board's ruling may be conditioned upon the property owner's agreement to modify the proposed construction or modification of the improvement at issue or upon the owner's agreement to other reasonable terms and conditions (such as installation of landscaping or screening). The Board may, but is not required to, state the basis for its determinations in the written ruling. Notwithstanding anything to the contrary, the Board's ruling shall be consistent with the terms and provisions of the Declaration and no architectural determinations made by the Board pursuant to its appellate review of the Architectural Committee's determinations may exceed the architectural review authority vested in the Architectural Committee by the Declaration. The Board's ruling shall be in writing and mailed by certified mail, hand-delivered or emailed to the requesting property owner within ten (10) business days from the date of the Chapter 209 Architectural Review Hearing. There shall be no further appeal or reconsideration of the ruling by the Board.

ARTICLE III

Chapter 209 Enforcement Hearings

3.1 Requesting a Chapter 209 Enforcement Hearing. To be effective, a request for a Chapter 209 Enforcement Hearing must be in writing and received by the Association within thirty (30)

EXHIBIT A

days from the date written notice of a violation, property damage, fine, suspension of rights or intent to notify a credit reporting service is sent to the property owner by verified mail in compliance with Section 209.006 of the Texas Property Code. The written request for a Chapter 209 Enforcement Hearing must be sent to the Association by certified mail at the mailing address of the Association or authorized representative as reflected on the most current management certificate filed by the Association pursuant to Section 209.004 of the Texas Property Code. Failure to timely request a Chapter 209 Enforcement Hearing shall waive any right to such a hearing.

3.2 Scheduling and Notice of the Chapter 209 Enforcement Hearing. The Board shall conduct a Chapter 209 Enforcement Hearing within thirty (30) days from the date the Board receives a property owner's timely written request for a hearing. The Board shall also provide the property owner notice of the date, time, and location of the hearing at least ten (10) days prior to the date of said hearing. The notice of the Chapter 209 Enforcement Hearing may be mailed, hand-delivered, or emailed to the requesting property owner and shall be considered delivered on the day it is hand-delivered, mailed to the requesting property owner at his or her last known mailing address with proper postage, or emailed to the requesting property owner at an email address provided to the Association by such property owner. The Board or the requesting property owner may request a postponement of the scheduled hearing date one (1) time each, and if requested, a postponement shall be granted for a period of no more than ten (10) days from the date of the previously scheduled hearing date unless otherwise agreed to by the Board and the property owner. Additional postponements may be granted by agreement of the parties. The Board shall provide the requesting property owner with the date, time, and location of the rescheduled hearing date at least twenty-four (24) hours in advance of the rescheduled hearing date. Notice of a rescheduled hearing date may be given to a property owner by any reasonable manner designed to provide adequate notice of the rescheduled hearing.

3.3 Location of the Chapter 209 Enforcement Hearing. A Chapter 209 Enforcement Hearing may be conducted in conjunction with a meeting of the Board or at a non-public work session of the Board. If the Chapter 209 Enforcement Hearing is conducted at a meeting of the Board, it shall be conducted during an executive session of the meeting unless the requesting property owner and the Board agree to conduct it during an open session of the meeting. In addition, a Chapter 209 Enforcement Hearing may be held at a physical location, or at the election of the Board, by video conference technology, provided the property owner is afforded the reasonable ability to present information relevant to the subject matter of the Chapter 209 Enforcement Hearing. Upon the agreement of the Board and the property owner, a Chapter 209 Enforcement Hearing may be conducted at the property that is the subject of the hearing.

3.4 Pre-Hearing Disclosure of Evidence Packet. No later than ten (10) days before a Chapter 209 Enforcement Hearing is held by the Board, the Board shall provide to the requesting property owner a packet containing all documents, photographs, and communications relating to the matter that the Board intends to introduce at the Chapter 209 Enforcement Hearing (the "**Evidentiary Packet**"). The Evidentiary Packet may be mailed, hand-delivered or emailed to the requesting property owner and shall be considered delivered on the day it is hand-delivered, mailed to the requesting property owner at his or her last known mailing address with proper postage or emailed to the requesting property owner at an email address provided to the Association by such property owner. A letter from the Board to the requesting property owner stating that all documents, photographs, and communications relating to the matter that the Board intends to introduce at the

EXHIBIT A

Chapter 209 Hearing have been produced or that there are no documents, photographs, or communications relating to the matter that the Board intends to introduce at the Chapter 209 Enforcement Hearing shall satisfy the Board's obligation concerning the pre-hearing disclosure of the Evidence Packet. If the Board fails to timely provide the Evidentiary Packet to the requesting property owner, the property owner shall be entitled to an automatic fifteen (15) day postponement of the Chapter 209 Enforcement Hearing, unless the property owner agrees to waive the Board's obligation concerning the pre-hearing disclosure of the Evidence Packet. A template letter for providing notice of a Chapter 209 Enforcement Hearing and pre-hearing disclosure of the Evidence Packet is attached to these Guidelines as Exhibit A-2.

3.5 Attendance at the Chapter 209 Enforcement Hearing. The Board and the requesting property owner may be represented by legal counsel at a Chapter 209 Enforcement Hearing. In addition, both parties may have other relevant persons attend the Chapter 209 Enforcement Hearing, including the Association's managing agents, members of the Architectural Committee, architects, contractors, consultants and any other person that either party believes would be in a position to provide information relevant to the subject matter of the hearing.

3.6 Conduction of the Chapter 209 Enforcement Hearing. The purpose of the Chapter 209 Enforcement Hearing is to discuss and verify facts and resolve the matters at issue. At the Chapter 209 Enforcement Hearing, a member of the Board (or a designated representative of the Association) shall first present the Association's case against the property owner. The property owner (or the property owner's designated representative) may then present the property owner's information and issues relevant to the appeal or dispute. In order to conduct such process in an orderly manner, the Board shall use the script attached to these Guidelines as Exhibit A-3. An audio recording of the Chapter 209 Enforcement Hearing may be made by the Board or the property owner.

3.7 Ruling by the Board. The Board's ruling shall be in writing and mailed by certified mail, hand-delivered, or emailed to the requesting property owner within ten (10) business days from the date of the Chapter 209 Enforcement Hearing. The Board may, but is not required to, state the basis for its determinations in the written ruling. There shall be no appeal or reconsideration of the ruling by the Board.

EXHIBIT A-1

OUTLINE FOR CONDUCTING A CHAPTER 209 ARCHITECTURAL REVIEW HEARING

Note: A Director or Officer should act as the presiding hearing officer. The hearing officer will provide introductory remarks and administer the hearing agenda.

I. Introduction:

Hearing Officer: "The Board of Directors has convened for the purpose of hearing an appeal by _____ of an architectural determination by the Architectural Committee denying an application or request for the construction or modification of an improvement. The hearing is being conducted as required by Section 209.00505 of the Texas Property Code, and it is an opportunity for the appealing party to discuss, verify facts, and attempt to resolve the matter at issue. The Board has the authority to affirm, modify, or reverse, in whole or in part, any decision of the Architectural Committee concerning the application or request for the construction or modification of an improvement that is the subject of hearing."

"The hearing will be conducted in three phases. First will be the Presentment of Facts, followed by a Discussion of Issues in Dispute, and then Proposal of Resolutions."

"The Board of Directors would like to resolve the appeal at this hearing. However, the Board of Directors may elect to take the appeal under advisement and conclude the hearing. If the matter is taken under advisement, a final decision will be communicated to the appealing party in writing within ten (10) business days."

II. Presentation of Facts:

Hearing Officer: "This portion of the hearing is to permit the appealing party the opportunity to present information related to the application for construction or modification of an improvement that was denied by the Architectural Committee. After which, the Board or a designated representation of the Association may present information concerning the basis for the Architectural Committee's denial of the application or other information related thereto. Thereafter, the Board may permit the appealing party to present additional information if such information is relevant to issues raised during the presentation by the Board or the Association's representative."

"During the presentations, all parties are expected to be respectful and to not interrupt the party who is making a presentation. The Board members, however, may ask questions during a party's presentation so long as it does not unreasonably disrupt the presentation."

"Before beginning, the appealing party is requested to introduce any of his or her representatives or witnesses that will be participating in the presentation of facts."

[Conduct Presentations]

EXHIBIT A-1

III. Discussion of Issues in Dispute:

Hearing Officer: "This portion of the hearing is to permit the Board of Directors and the owner to discuss factual issues or disputes relevant to the application for construction or modification of an improvement that was denied by the Architectural Committee. Discussion should be productive and designed to seek, if possible, an acceptable resolution that permits the appealing party to construct or modify the improvement at issue. An agreement may be conditioned upon the appealing party modifying the proposed construction or modification plan or the Board imposing other reasonable conditions or concessions that may address or mitigate issues of concern. The Hearing Officer retains the right to conclude this portion of the hearing at any time."

IV. Proposal of Resolutions:

Hearing Officer: "This portion of the hearing is to permit discussion between the Board of Directors and the appealing party regarding the final terms for the approval of the application to construct or modify an improvement if a resolution was agreed upon during the discussion phase of the hearing."

If no settlement is agreed upon, the Hearing Officer may: (1) request that the Board of Directors enter into executive session to discuss its ruling on the appeal; (2) request that the Board of Directors take the matter under advisement and adjourn the hearing; or (3) advise the appealing party of the Board of Directors' decision and adjourn the hearing.

EXHIBIT A-2

MCALPIN MANOR HOMEOWNER'S ASSOCIATION

_____, 2021

Via [mail, hand-delivery, and/or email]

Re: Notice of hearing and pre-hearing disclosure of evidentiary packet concerning violation(s) of the restrictive covenants [or unpaid assessments] related to _____ (the "Property")

Dear _____:

McAlpin Manor Homeowner's Association (the "Association") is in receipt of your request for a hearing with the Board concerning the restrictive covenant violation(s) [and/or unpaid assessments] related to the Property (the "Enforcement Matter").

The hearing on the Enforcement Matter will be conducted at __: __m on _____, 2021 at _____ [by Zoom video conference at the following link].

If you cannot attend the scheduled hearing, you are entitled to one postponement. Please notify the Association of your request for a postponement and the hearing will be rescheduled for a new date within ten (10) days from the original scheduled date and an email address that may be used to notify you of the new hearing date. You can request a postponement by sending an email to the following email address: _____.

In addition, enclosed with this notice is a packet containing all the documents, photographs, and/or communications relating to the Enforcement Matter that the Association intends to introduce at the hearing. [The Association does not intend to introduce any documents, photographs, or communications at the hearing.]

Sincerely,

McAlpin Manor

Homeowners' Association

COLLECTION POLICY

Voted upon by the Board of Directors and effective as of: _____

Title	Description	Calendar
Due Date	Annual Homeowner's assessments are due on the first day of January.	Jan 1
Second Invoice & Final Letter	A Homeowner with unpaid assessments that are 30 days late will accrue 18% interest and receive a Second Invoice. A \$10 administrative charge will be added to the account. A homeowner that is 60 days late will receive a final letter via USPS certified mail that will state that unless payment is made, or the owner enters into a payment plan within 30 days of mailing, the account will be forwarded to the Association Attorney for collection. A \$20 administrative charge will be added to the account.	Feb 1 March 1
Demand Letter	If the delinquency is not cured within 30 days from the date the Final Invoice is mailed, the account will be forwarded to the Association Attorney for issuance of a Demand Letter. All attorney fees and collection costs for this and any subsequent actions will be added to the Homeowner's account. In addition, a \$50.00 administrative charge will be added to the account.	April 1
Notice of Lien Letter	If the delinquency is not cured within 33 days from the date the Demand Letter is mailed, the Association Attorney will be directed to send a Notice of Lien Letter. This letter is accompanied by a copy of the Lien and states if payment is not received in 30 days, the Association may file suit seeking to foreclose the Association's lien against the property. All fees and costs will be added to the Homeowner's account.	May 1
Foreclosure	If the delinquency is not cured within 30 days subsequent to the lien, the Association Attorney will be directed to proceed with the Assessment Lien Foreclosure based on the Supreme Courts rules for expedited foreclosure.	June 1

NOTES:

- 1) All attorney fees, collection costs and other expenses incurred by the Association in recovery of unpaid assessments are the sole responsibility of the Homeowner whose failure to make timely payment of assessments necessitated the Association incurring such fees, costs and expenses.
- 2) A \$25.00 return check fee and a \$25.00 administration charge will be applied to the Homeowner's account for any check returned unpaid from the bank for any reason.
- 3) Any payment stating "Paid in Full" that has not fully cured the delinquency will not be accepted.
- 4) All funds received from a Homeowner will be applied to the Homeowner's account in the following order:
 - a) Delinquent Assessments.
 - b) Current Assessments.
 - c) Attorney's fees and collection costs to collect delinquent amounts.
 - d) Other Attorney's fees.
 - e) Fines.
 - f) Other Amounts.

Signature- Board Member

Date

Signature- Goddard Management

Date

AFTER RECORDING, PLEASE RETURN TO:
CAGLE PUGH, LTD. LLP
4301 Westbank Dr., Bldg. A., Ste. 150
Austin, Texas 78746

CERTIFIED RESOLUTION OF THE BOARD OF DIRECTORS OF
MCALPIN MANOR HOMEOWNERS' ASSOCIATION
ADOPTION OF FINE AND ENFORCEMENT POLICY

Cross Reference to that certain Declaration of Mcalpin Manor Homeowners' Association,
recorded at Document No. 1421098, Official Public Records of Ellis County, Texas, as may
be amended or supplemented.

FILED FOR RECORD - ELLIS COUNTY, TEXAS
INST NO. 2427789 FILING DATE/TIME: August 30, 2024 at 4:17 PM

**CERTIFIED RESOLUTION OF THE BOARD OF DIRECTORS OF
MCALPIN MANOR HOMEOWNERS' ASSOCIATION
ADOPTION OF FINE AND ENFORCEMENT POLICY**

WHEREAS, McAlpin Manor Homeowners' Association (hereinafter the "**Association**") is a property owners association established and governed by that certain Declaration of McAlpin Manor Homeowners' Association, recorded at Document No. 1421098 of the Official Public Records of Ellis County, Texas (the "**Declaration**"), that is further subject to and governed by Chapter 209 of the Texas Property Code;

WHEREAS, Article 6, Section 2(A) and Article 6, Section 4 of the Bylaws authorizes the Board of Directors (the "**Board**") of the Association to assess fines against Owners for violations of the Declaration;

WHEREAS, Section 209.0061 of the Texas Property Code requires property owners associations that are authorized by their dedicatory instrument to levy fines to adopt an enforcement policy regarding the levying of fines that must include a schedule of fines and information regarding hearings described by Section 209.007 of the Texas Property Code ("**Chapter 209 Enforcement Hearings**");

WHEREAS, the Board wishes to adopt a Fine and Enforcement Policy that establishes a schedule of fines for violations of the Declaration and other dedicatory instruments of the Association and provides information regarding Chapter 209 Hearings in compliance with Section 209.0061 of the Texas Property Code;

WHEREAS, the Board approved and adopted the attached Fine and Enforcement Policy (hereinafter referred to as the "**Policy**") for the purpose of establishing a schedule of fines and providing information regarding Chapter 209 Hearings at a meeting of the Board conducted on 27 August, 2024.

BE IT RESOLVED, that the Board hereby approves and adopts the Fine and Enforcement Policy attached hereto as Exhibit "A" and for it to be recorded in the Official Public Records of Ellis County, Texas.

Executed this the 27th day of August, 2024.

MCALPIN MANOR HOMEOWNERS' ASSOCIATION

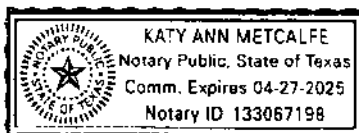
By: _____

Name: Neil Sparkman

Title: President

STATE OF TEXAS §
COUNTY OF ELLIS §

This instrument was acknowledged before me on this the 27th day of August, 2024, by Neil Sparkman, President of and for the McAlpin Manor Homeowners' Association, for the purposes therein expressed.



Katy Metcalfe
Notary Public, State of Texas

Exhibit "A"

MCALPIN MANOR HOMEOWNERS' ASSOCIATION

FINE AND ENFORCEMENT POLICY

1. **Background.** McAlpin Manor is a subdivision development (the "**Subdivision**") created by and subject to that certain **Declaration of Mcalpin Manor Homeowners' Association**, recorded at Document No. 1421098 of the Official Public Records of Ellis County, Texas (the "**Declaration**"). The operation of the Subdivision and enforcement of the Declaration is vested in McAlpin Manor Homeowners' Association (the "**Association**"), acting through its Board of Directors (the "**Board**").
2. **Fining Authority.** Pursuant to Article 6, Section 2(A) and Article 6, Section 4 of the Bylaws, the Board may impose fines for any violation of the Declaration or any other dedicatory instrument of the Association (collectively, the "**Governing Documents**"), which shall include but not be limited to the Declaration and Association's Bylaws, Rules and Regulations and Architectural Guidelines (as such terms are defined by the Declaration). Terms used in this policy, but not defined, shall have the meaning subscribed to such term in the Declaration.
3. **Purpose.** The Board hereby adopts this Fine and Enforcement Policy (the "**Policy**") in order to establish procedures for the levy of fines and a schedule of fines in compliance with the requirements of Section 209.0061 of the Texas Property Code. To the extent any provision within this Policy is in conflict with any applicable law, such provision shall be modified or construed to comply with the applicable law. Furthermore, this policy is intended to supplement the Association's Governing Documents and it is not intended to replace or override any previously adopted Governing Documents, including any fine and enforcement policies or schedules of fines previously adopted by the Board. Unless otherwise stated herein, the schedule of fines adopted hereby shall apply only to specific categories of violations described herein and to violations of the Governing Documents for which the Board has not otherwise established a schedule of fines. To the extent that the Board has previously adopted a dedicatory instrument establishing a schedule of fines for specific categories of violations, such schedule of fines shall remain in effect and enforceable. To the extent a particular violation may be subject to two or more schedules of fines that establish differing fine amounts, the violation shall be fined pursuant to the schedule of fines with the highest fine amount.
4. **Policy.** The Association uses fines to discourage violations of the Governing Documents, and to encourage compliance when a violation occurs – not to punish violators or generate revenue for the Association. Although a fine may be an effective and efficient remedy for certain types of violations or violators, it is only one of several methods available to the Association for enforcing the Governing Documents. The Association's use of fines shall not interfere with its exercise of other rights and remedies for the same violation.
5. **Owner's Liability.** An Owner is liable for fines levied by the Association for violations of the Governing Documents by the Owner, any occupants of the Owner's Lot ("**Occupants**"), and the relatives, guests, employees, and agents of the Owner and Occupants ("**Related Parties**"). Regardless of who commits the violation, the Association



will direct its communications regarding the violation to the Owner, although the Association may also send copies of its notices to an offending Occupant and/or Related Party.

6. Notice of Fine. Except as provided herein, before levying a fine, the Association shall give the Owner a written notice of fine (the "Notice of Fine") at the Owner's last known address as shown in the Association records in compliance with the most current version of Section 209.006 of the Texas Property and any applicable provisions of the Association's Governing Documents. As of the effective date of this Policy, Section 209.006 requires an initial Notice of Fine to:
 - A. describe the violation that is the basis for the fine;
 - B. inform the Owner that the Owner (i) is entitled to a reasonable period to cure the violation and avoid the fine if the violation is of a curable nature and does not pose a threat to public health or safety; (ii) may request a hearing under Section 209.007 of the Texas Property Code (a "Chapter 209 Enforcement Hearing") on or before the 30th day after the date the Notice of Fine was mailed to the Owner; and (iii) may have special rights or relief related to the enforcement action under federal law, including the Servicemembers Civil Relief Act (50 U.S.C. App. Section 501 et seq.), if the Owner is serving on active military duty;
 - C. if the violation is of a curable nature and does not pose a threat to public health or safety, provide the Owner a reasonable period to cure the violation and specify the date by which the Owner must cure the violation in order to avoid the assessment of a fine; and
 - D. be sent by verified mail to the Owner at the Owner's last known address as shown on the Association's records.
7. Violations that are Uncurable or a Threat to Public Health or Safety. If the violation is of an uncurable nature or poses a threat to public health or safety, then the Notice of Fine shall state those items set out in Section 5, Subsections (A), (B)(ii) and (iii), and (D) above and shall omit those items set out in Section 5, Subsections (B)(i) and (C) above. For purposes of this Policy, a violation is considered uncurable if the violation has occurred but is not a continuous action or a condition capable of being remedied by affirmative action and a violation is considered a threat to public health or safety if the violation could materially affect the physical health or safety of an ordinary resident.
8. Continuous and Repeat Violations. If the Owner has been given an initial Notice of Fine and a reasonable opportunity to cure the same or similar violation within the preceding six (6) months and the Owner either has failed to cure the violation or has committed the same or a similar violation, then the Owner shall not be entitled to an additional Notice of Fine or a Chapter 209 Enforcement Hearing, and the Association shall have the right to exercise any enforcement remedy afforded to it under the Governing Documents, including but not limited to the right to levy a fine pursuant to the *Schedule of Fines*. If an Owner fails and refuses to cure a violation after having been provided a Notice of Fine as set forth herein and assessed fines in the amounts set forth in the *Schedule of Fines*, then the Board, in its sole discretion, may determine that such a circumstance is a continuous violation that



warrants a levy of a fine based upon a daily, monthly, or quarterly amount as determined by the Board.

9. Due Date. Fines are due immediately if the violation is incurable or poses a threat to public health or safety or the Owner has been given an initial Notice of Fine and a reasonable opportunity to cure the same or similar violation within the preceding six (6) months and the Owner either has failed to cure the violation or has committed the same or a similar violation. For all other violations, the fine is due immediately after the later of: (A) if the Owner does not timely request a Chapter 209 Enforcement Hearing and fails to timely cure the violation, the date that the cure period set out in the Notice of Fine expires; or (2) if a Chapter 209 Enforcement Hearing is timely requested by the Owner, the date the Board's final decision on the matter is communicated to Owner in writing, assuming the Owner did not timely cure the violation and the fine is confirmed by the Board following the Chapter 209 Enforcement Hearing.
10. Chapter 209 Enforcement Hearings. Chapter 209 Enforcement Hearing shall be requested and conducted in accordance with the following provisions:
 - A. Requesting a Chapter 209 Enforcement Hearing. To be effective, a request for a Chapter 209 Enforcement Hearing must be in writing and received by the Association within thirty (30) days from the date written notice of a fine is sent to an Owner by verified mail in compliance with Section 209.006 of the Texas Property Code. The written request for a Chapter 209 Enforcement Hearing must be sent to the Association by certified mail at the mailing address of the Association or authorized representative as reflected on the most current management certificate filed by the Association pursuant to Section 209.004 of the Texas Property Code. Failure to timely request a Chapter 209 Enforcement Hearing shall waive any right to such a hearing.
 - B. Scheduling and Notice of the Chapter 209 Enforcement Hearing. The Board shall conduct a Chapter 209 Enforcement Hearing within thirty (30) days from the date the Board receives the Owner's timely written request for a hearing. The Board shall also provide the Owner notice of the date, time, and location of the hearing at least ten (10) days prior to the date of said hearing. The notice of the Chapter 209 Enforcement Hearing may be mailed, hand-delivered, or emailed to the requesting Owner and shall be considered delivered on the day it is hand-delivered, mailed to the requesting Owner at his or her last known mailing address with proper postage, or emailed to the requesting Owner at an email address provided to the Association by such Owner. The Board or the requesting Owner may request a postponement of the scheduled hearing date one (1) time each, and if requested, a postponement shall be granted for a period of no more than ten (10) days from the date of the previously scheduled hearing date unless otherwise agreed to by the Board and the Owner. Additional postponements may be granted by agreement of the parties. The Board shall provide the requesting Owner with the date, time, and location of the rescheduled hearing date at least twenty-four (24) hours in advance of the rescheduled hearing date. Notice of a rescheduled hearing date may be given to an Owner by any reasonable manner designed to provide adequate notice of the rescheduled hearing.



- C. Location of the Chapter 209 Enforcement Hearing. A Chapter 209 Enforcement Hearing may be conducted in conjunction with a meeting of the Board or at a non-public work session of the Board. If the Chapter 209 Enforcement Hearing is conducted at a meeting of the Board, it shall be conducted during an executive session of the meeting unless the requesting Owner and the Board agree to conduct it during an open session of the meeting. In addition, a Chapter 209 Enforcement Hearing may be held at a physical location, or at the election of the Board, by video conference technology, provided the Owner is afforded the reasonable ability to present information relevant to the subject matter of the Chapter 209 Enforcement Hearing. Upon the agreement of the Board and the Owner, a Chapter 209 Enforcement Hearing may be conducted at the property that is the subject of the hearing.
- D. Pre-Hearing Disclosure of Evidence Packet. No later than ten (10) days before a Chapter 209 Enforcement Hearing is held by the Board, the Board shall provide to the requesting Owner a packet containing all documents, photographs, and communications relating to the enforcement matter that the Board intends to introduce at the Chapter 209 Enforcement Hearing (the "Evidentiary Packet"). The Evidentiary Packet may be mailed, hand-delivered or emailed to the requesting Owner and shall be considered delivered on the day it is hand-delivered, mailed to the requesting Owner at his or her last known mailing address with proper postage or emailed to the requesting Owner at an email address provided to the Association by such Owner. A letter from the Board to the requesting Owner stating that all documents, photographs, and communications relating to the matter that the Board intends to introduce at the Chapter 209 Enforcement Hearing have been produced or that there are no documents, photographs, or communications relating to the matter that the Board intends to introduce at the Chapter 209 Enforcement Hearing shall satisfy the Board's obligation concerning the pre-hearing disclosure of the Evidence Packet. If the Board fails to timely provide the Evidentiary Packet to the requesting Owner, the Owner shall be entitled to an automatic fifteen (15) day postponement of the Chapter 209 Enforcement Hearing, unless the Owner agrees to waive the Board's obligation concerning the pre-hearing disclosure of the Evidence Packet.
- E. Attendance at the Chapter 209 Enforcement Hearing. The Board and the requesting Owner may be represented by legal counsel at a Chapter 209 Enforcement Hearing. In addition, both parties may have other relevant persons attend the Chapter 209 Enforcement Hearing, including the Association's managing agents, members of the architectural committee, architects, contractors, consultants and any other person that either party believes would be in a position to provide information relevant to the subject matter of the hearing.
- F. Conduction of the Chapter 209 Enforcement Hearing. The purpose of the Chapter 209 Enforcement Hearing is to discuss and verify facts and resolve the matters at issue. At the Chapter 209 Enforcement Hearing, a member of the Board (or a designated representative of the Association) shall first present the Association's case against the Owner. The Owner (or the Owner's designated representative) may then present the Owner's information and issues relevant to the appeal or dispute.



An audio recording of the Chapter 209 Enforcement Hearing may be made by the Board or the Owner.

- G. Ruling by the Board. The Board's ruling shall be in writing and mailed by certified mail, hand-delivered, or emailed to the requesting Owner within ten (10) business days from the date of the Chapter 209 Enforcement Hearing. The Board may, but is not required to, state the basis for its determinations in the written ruling. There shall be no appeal or reconsideration of the ruling by the Board.

11. Schedule of Fines. The Board has adopted the following specific and general schedule of fines. The Board reserves the right to increase or decrease a scheduled fine amount on a case-by-case basis if the factual circumstances of a violation would justified such a modification, as determined by the Board in its sole and absolute discretion, provided the Board acts in good faith and the fine amount is reasonable in light of the nature, frequency, and effect of the violation. The Board also reserves the right to pursue any additional remedies available to the Association under Texas law or the Governing Documents in addition to levying fines.

A. Fines For Specific Violations:

<u>Violation:</u>	<u>Fine Amount:</u>
Entering inton an oral lease agreement	\$1,000 per incident
Failure to remit a copy of awritten lease agreement to the Association within five (5) business days after its execution	\$1,000 per incident
Leasing a Lot for a term of less than six (6) months	\$500 for the first offense and \$1,000 for each additional offense (in any 6-month period, Plus \$500 per day for each day of the non-permitted rental period (ie. 3-day rental would be a fine of \$500 plus \$1,500 based on 3 days of non-permitted rental period)



B. Fines For All Other Violations:

Violation:

Fine Amount:

New Violation

\$50.00 (if a curable violation, fine may be avoided if Owner cures the violation by the time specified in the notice of fine)

First Repeat Violation (in a six month period)

\$75.00

Second Repeat Violation (in a six month period)

\$100.00

Subsequent Repeat Violations (in a six month period)

\$100.00

12. Amendment of Policy. This policy may be revoked or amended from time to time by the Board. This policy will remain effective until the Association records an amendment to this policy in the county's official public records.

STATE OF TEXAS COUNTY OF ELLIS
I hereby certify this instrument was filed on the date
and time stamped hereon and was duly recorded in
the records of Ellis County, Texas as stamped hereon.
COUNTY CLERK, ELLIS COUNTY, TEXAS



Hughes Valley

[Signature]