

**Hood County Clerk
201 W Bridge Street
PO BOX 339
Granbury, Texas 76048
Phone: 817-579-3222**

Document Number: 2026-0011203 -
Filed and Recorded - Real Records

BY-LAWS

Grantor: LAKE GRANBURY HARBOR OWNERS ASSOCIATION

Pages: 19

Recorded On: 08/12/2026 03:36 PM

**This page is a permanent part of the document.
Do Not Destroy**

Recorded On:	08/12/2026 03:36 PM	Notes:
Document Number:	2026-0011203	
Receipt Number:	R2611995	
Amount:	\$83.00	
Recorded By:	Traci Smith	

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

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



Christine C. Leftwich
County Clerk
Hood County, Texas



Return To: In Office

LAKE GRANBURY HARBOR OWNERS



**LAKE GRANBURY HARBOR
OWNERS' ASSOCIATION**

(LGHOA)

2026 BY-LAWS

7-11-2026

TABLE OF CONTENTS

ARTICLE I: INCORPORATION AND ORGANIZATION	1
ARTICLE II: OFFICE LOCATION	1
ARTICLE III: DEFINITIONS	1
ARTICLE IV: RESPONSIBILITIES OF THE CORPORATION	3
Section 1. Ownership, Maintenance, Management & Control	3
Section 2. Functions of the Corporation	3
ARTICLE V: FACILITIES & RECREATIONAL AREAS	3
Section 1. Management of Recreational Areas & Facilities	3
Section 2. Alcoholic Beverages	3
Section 3. Use of Recreational Areas & Facilities	4
Section 4. Services Provided by the Corporation	4
ARTICLE VI: MEMBERS AND VOTING RIGHTS	4
Section 1. Requirements for Membership	4
Section 2. Voting	4
Section 3. Good Standing	4
Section 4. Conditions of Membership	5
ARTICLE VII: MEETINGS OF MEMBERS	5
Section 1. Annual Meetings of Members	5
Section 2. Special Meetings	5
Section 3. Emergency Meetings	5
ARTICLE VIII: OFFICERS	6
Section 1. Nomination & Voting	6
Section 2. Appointment to the Board of Directors	6
Section 3. President	6
Section 4. Vice President	6
Section 5. Secretary/Treasurer	7
Section 6. A.M.A. Director	7
Section 7. Maintenance Director	7
Section 8. Community Liaison	7
ARTICLE IX: BOARD OF DIRECTORS	8
Section 1. Appointment of Board Members	8
Section 2. Size of the Board	8
Section 3. Tasks and Authority	8
Section 4. Service Terms	8
Section 5. Removal/Replacement of Directors	8
Section 6. Indemnity of the Association	9
Section 7. Meetings	9
Section 8. Audit	9
Section 9. Budget	9
ARTICLE X: COMMITTEES	10
Section 1. Duties	10
Section 2. Qualifications	10
Section 3. Term	10
Section 4. Oversight Responsibilities	10
ARTICLE XI: MISCELLANEOUS	10
Section 1. By-Laws Changes	10
Section 2. Notices	10
Section 3. Non-Payment of Services by Officials	11
Section 4. Fund Expenditure Limitations	11
Section 5. Understructure of Homes	11
Section 6. Control of Animals	11
Section 7. Unpaid Fees, Delinquent Amounts, Interest, Collections and Liens	12
Section 8. Standard Operating Procedures	12
Section 9. Security	13
Section 10. Mowing Contracts	13
Section 11. Attorneys & Litigation	14
Section 12. Fireworks	14
Section 13. Firearms	14
ARTICLE XII: UNANIMOUS CONSENT OF DIRECTORS	14

BY-LAWS

LAKE GRANBURY HARBOR OWNERS' ASSOCIATION

ARTICLE I: INCORPORATION AND ORGANIZATION

The Lake Granbury Harbor Association (LGHOA), a Texas Non-Profit Corporation, was incorporated and organized in October 1976. The Articles of Incorporation are on file in the office of the Secretary of The State of Texas. The Certificate of Incorporation and copy of the Articles of Incorporation are on file in the LGHOA business office.

ARTICLE II: OFFICE LOCATION

Location of the Lake Granbury Harbor Subdivision office is 3631 Lake Granbury Dr., Granbury, Texas 76048. This location can only be changed if damaged or destroyed. In such case, business will return to this location once it has been made habitable and safe. If, in the future, a larger office is needed, then a new, non-residential building will be built on LGHOA property inside the subdivision, providing that the same is approved by a majority of voting members present at a special meeting called for this purpose. Original records are required to remain stored in the office. If documents are requested, only copies will be provided at a cost per page.

ARTICLE III: DEFINITIONS

The following words, when used in these By-Laws (except where context may prohibit or indicate otherwise) shall have the following meanings:

1. **"Association," "Corporation,"** and **"LGHOA"** shall mean and refer to this non-profit Corporation.
2. **"Subdivision"** shall mean and refer to all that certain real estate and land, together with any improvements thereon, located in Lake Granbury Harbor Subdivision, Hood County, Texas.
3. **"Recreational Area"** shall mean and refer to certain portions of the Subdivision, together with any improvements thereon, which was conveyed to the Association by Lake Granbury Resort Co., Developer and Declarant, by deeds dated March 5, 1984, Lot numbers 69, 178, 301, and 302, Block 3, Section A, Vol. 1046 Page 843; Lot No. 448, Block O, Section B; Vol. 1046 Page 845; and a tract of land 3.4029 acres in size and a tract of land 05984 acres in size; Vol 1046. Page 847.
4. **"Facilities"** shall mean and refer to streets, roads, common grounds, street signs, fences, gates, pool, maintain such equipment, and structures used to house and maintain such equipment and associated real estate.
5. **"Lot"** shall mean and refer to each numbered lot shown on the recorded plats of the Subdivision and to any plat of the Subdivision or any part thereof.
6. **"Residential Lot"** and **"Camper Lot"** shall mean and refer to all lots shown on the recorded plats of Lake Granbury Harbor Subdivision, Hood County, Texas, and to any plot of land shown upon any future recorded map or plat of the Subdivision or any part thereof, with the exception of the

Recreational Areas and Facilities as heretofore defined, the permissible use of which limited by restrictive covenants to residential use.

7. **"Assessments"** are mandatory charges levied against all lots to fund Association operations and obligations. Examples include annual or monthly HOA dues, special assessments for road repair or drainage improvements, special assessments for community signage replacement, reserve fund assessments, and assessments related to legal costs necessary to protect deed restrictions.
8. **"Fees"** are charges for specific services, processing, or administrative costs tied to an Owner's actions. Examples include late payment processing fees, architectural or building application review fees, resale certificate preparation fees, records request copying fees, and NSF (returned check) fees.
9. **"Fines"** are monetary penalties imposed for violations of the governing documents which remain unresolved after proper notice and an opportunity to cure has been given. Examples include fines for unapproved structures, abandoned/dilapidated RV storage, repeated trash or debris violations, repeated nuisance or noise violations, and animal or livestock violations.

Specifically, by section within the Subdivision, all residential lots are limited to "single family residential purposes only and no building shall be erected or maintained on any residential lot other than a private residence, a private boathouse and/or a private garage for the sole use of the owner or occupant,"; exceptions, if any, are listed in the Subdivision restrictions.
10. **"Owner"** shall mean and refer to the recorded owner, whether persons or entities, who hold the fee simple title to a lot(s) situated within the subdivision, and also to the recorded owner of the fee simple title to any unplotted parts of the Subdivision. Renters, tenants, and lessees will be subject to rules, regulations, and charges for the use of facilities as approved by the Board of Directors, even though regular membership assessment, shall be paid by the owner of the property being rented or leased.
11. **"Associate Member"** are those renters, tenants, and lessees that have been approved by the Board of Directors to have certain privileges available to them for the use of LGHOA Facilities and Recreational Areas. Owner(s) will be responsible for registering Associate members at the HOA office.
12. **"Members in Good Standing"** shall mean and refer to an owner, as defined in 7 above, paid up current on all assessments, fines and others charges owed to the Association, and who is not in violation of any Restrictions or covenants, as recorded, and who is not in violation of any By-Laws of this Association.
13. **"Guest(s)"** shall mean and refer to a person(s) who is not an Owner, renter, tenant or lessee of property in this Subdivision, but is in the Subdivision at the invitation of and in anticipation of receiving hospitality at the home of an Owner, tenant, renter or lessee is responsible for the conduct and actions of their guest(s).

ARTICLE IV: RESPONSIBILITIES OF THE CORPORATION

Section 1: Ownership, Maintenance, Management, and Control

This Corporation, by and through its Board of Directors, has the responsibility of the ownership, maintenance, management, control and improvement of all Recreational Areas and Facilities

located in this subdivision and enforcing subdivision restrictions as filed for record by Declarant. The funds for such purposes shall be secured by the Corporation from assessments as the same may be hereinafter provided that this Corporation may establish special charges to be paid by Members and Associate Members.

The Board of Directors shall have the authority to issue fines to violators for speeding in the subdivision, dumping trash, littering and for any other violation of the rules, regulations and/or obligations herein, or of the Restrictions for any Section of the subdivision. Except as expressly indicated on a published "Schedule of Fines" for specific violations, the said fines will be assessed as follows:

- First Offense: A written warning
- Second Offense: A fine of at least \$25, or such higher amount as a majority of the Board, in its sole discretion, may deem necessary and appropriate based on the nature and extent of the violation; subject, however, to a maximum of \$250
- Third Offense: A fine of at least \$50, or such higher amount as a majority of the Board, in its sole discretion, may deem necessary and appropriate based on the nature and extent of the violation; subject, however, to a maximum of \$500

After the third offense, the Board will have the authority to file a formal complaint with the Sheriff's office and pursue any other legal and equitable remedies which may be available.

Section 2: Functions of the Corporation

This Corporation shall have, exercise and enjoy all the rights, privileges and remedies, and shall perform all the functions and duties assigned to, delegated to, granted to and required of it by the terms and provisions of said Declaration of Restrictions, and all further rights and powers as may be appropriate under its Articles of Incorporation and these By-Laws.

ARTICLE V: FACILITIES AND RECREATIONAL AREAS

Section 1: Management of Recreational Areas and Facilities

All members in good standing, their families and authorized guests shall have the right to use all of the Association's facilities, including its swimming pool, park and recreational area, boat ramp, cabana (bath/pump house) and fishing docks. For effective control, Rules and Regulations as may be necessary for the orderly use, management and preservation of said Recreational Areas and Facilities, including, but not limited to, Rules and Regulations concerning the rights and privileges of member, guests of members, and associate members, shall be made by the Board of Directors of this Corporation.

Section 2: Alcoholic Beverages

LGHOA does not allow the consumption of alcoholic beverages or drugs at or on any part of said Recreational Areas and Facilities, including its swimming pool, park and recreational area, boat ramp, cabana (bath/pump house), fishing docks.

Section 3: Use of Recreational Areas and Facilities

Except as otherwise provided, the use and employment of the Association Recreational Areas

and Facilities is limited to those persons or entities who are Members in good standing of this Association and their respective immediate families and guests. Associate Members may be permitted use of the Recreational Areas and Facilities subject conditions as set forth in these By-Laws through tenant registration fees. (see SOP)

Section 4: Services Provided by Corporation

This Corporation may provide to its members the following services, including, but not limited to, construction and maintenance of streets and roads, pool facilities, boat ramp, playground, picnic areas and common ground areas. If and when members petition for additional services to be provided or made available to the members, the Board of Directors shall investigate the cost of adding such service or services, and inform the members of such cost. If special additional assessments would be required, the cost per member must be established and the members would vote on the increase in assessments. If approved by two-thirds majority of the members, whether in person or by absentee vote (due no later than 24 hours before the meeting), the Board of Directors must then take the steps necessary to provide such service or services. The Board of Directors will assure that all Facilities are properly maintained at all times even when not in actual use.

ARTICLE VI: MEMBERS AND VOTING RIGHTS

Section 1: Requirements for Membership

Every person or entity who is a record owner of a fee simple interest in any lot, as herein defined, will be a member in the Association, and remain a member of the said Association, provided, however, that any such person or entity who holds such interest merely as security for the performance of an obligation shall not be a member. It is further provided that the Board of Directors make and enforce Rules and Regulations governing the rights and privileges of multiple owners of a lot, or imposing a special additional assessment fee, to allow such multiple members to have and enjoy the rights and privileges of membership.

Section 2: Voting

Members shall be entitled to vote at all meetings of members. Husband and wife, partners, joint owners, and Corporations are entitled to one vote each so long as the total votes do not exceed two votes, regardless of number of partners, joint owners, Corporation members or number of lots owned.

Section 3: Good Standing

Only Members in Good Standing will be allowed to vote at any special or general meeting of the LGHOA, except that even members who are not in Good Standing may vote to elect the Board members of the organization.

Section 4: Conditions of Membership

Membership in the Homeowners Association is automatic and mandatory for all property owners within the community. Each owner, upon acquisition of a property within the jurisdiction of the Association, shall become a member, and such membership shall terminate upon the sale, transfer, or conveyance of the property.

Membership rights and privileges are subject to compliance with the Association's governing documents, including the Declaration of Covenants, Conditions and Restrictions (CC&Rs), By-Laws, and rules and regulations. Members are entitled to participate in meetings, vote in association elections, and use common areas, subject to the rules established by the Board of Directors. Failure to comply with the Association's governing documents may result in the suspension of membership privileges, as outlined in the enforcement policy.

ARTICLE VII: MEETING OF MEMBERS

Section 1: Annual Meetings of Members

An annual meeting of the members shall be held on the first Saturday in September of each year, to commence at an hour to be set by the Board of Directors, for the purpose of election Directors and for the transaction of such other business as may come before the meeting. If the election of Directors is not held on the designated day aforesaid, or any adjournment thereof, the Board of Directors shall include the election to be held at a special meeting or the members as soon thereafter as conveniently may be. The business conducted at any and all membership meetings, of every kind and character, shall be recorded by contemporaneous written minutes, which shall subsequently be kept in the official records of the Association.

Section 2: Special Meetings

Special meetings of the Homeowners Association may be called by the President of the Board or by a majority of the Board of Directors. Additionally, special meetings may be called upon the written request of at least 10% of the association members in Good Standing. Notice of any special meeting shall be given to all members at least five (5) days prior to the meeting date by one of the following forms and must include a ballot:

US Mail: Send a written notice to each property owner

Internet: Post the notice on the association's internet website

The notice shall specify the time, date, location, and purpose of the meeting. Only the business specified in the notice may be conducted at a special meeting. Quorum requirements for special meetings shall be consistent with those defined for regular meetings, unless otherwise specified in these By-Laws. The business conducted at all Special Meetings, of every kind and character, shall be recorded by contemporaneous written minutes, which shall subsequently be kept in the official records of the Association.

Section 3: Emergency Meetings

An Emergency Meeting of the Board of Directors of the Association may be called by any two (2) members of the Board at any time. For such meetings, all the usual notice requirements shall be waived, but a quorum of the Board shall be required in order for the meeting to be valid and the business conducted therein to have any force or effect. The business conducted in all Emergency Meetings shall be recorded by contemporaneous written minutes, which shall subsequently be kept in the official records of the Association.

ARTICLE VIII: OFFICERS

Section 1: Nomination and Voting

When the term expires for an officer's position, it shall be filled by a Member in Good Standing, elected at the annual meeting of members by a majority of the votes cast, whether in person at such meeting or by absentee ballot. Additionally, no person who has been convicted of either a felony or an act of moral turpitude shall be eligible to run for office in the LGHOA. All ballots shall be received no later than 24 hours before the election meeting and shall not be opened until the certified tabulation of the votes cast on the day of the election. All election committee members shall be present at the opening of the absentee ballots. An independent Election Judge shall be appointed by a majority of the Board and shall also be present to oversee the opening and counting the ballots on the day of the election. The independent Judge shall serve with reasonable compensation, to be set by the Board. Any election committee member who fails to disclose information relative to the voting process shall be banned from serving on any committee or run for a position as an officer or on the Board for a period of two (2) years.

Section 2: Appointment to the Board of Directors

Each and every duly elected officer of the LGHOA shall automatically become a member of the Board of Directors of the Association.

Section 3: President

The President shall have the responsibilities of Chief Executive Officer of the Association and shall have the authority of such, and shall preside over meetings of the Board of Directors and meetings of the membership. He/she shall be an authorized cosigner of checks, along with the Treasurer or Vice President. He/she shall be the only person to possess a complete set of keys and combinations to all LGHOA property. The President shall have full voting powers as an officer and with the Board of Directors. The President shall appoint committees and delegate authority to such committees as the Board may deem proper.

Section 4: Vice President

The Vice President shall exercise the functions of the President in his/her absence and shall perform such duties as the Board of Directors may proscribe, and shall enforce the restrictions set forth in the deed restrictions, the HUD report, and the By-Laws. The Vice President shall be an authorized cosigner of checks along with the Treasurer or President and shall have the responsibility to be up-to-date on matters pertaining to LGHOA business. He/she will be responsible for documenting any deed restrictions, taking pictures of violations, preparing court documents and filing court cases after majority Board approval to proceed. The Vice President must keep the Board of Directors informed of all court matters. **Majority Board approval in this case shall be a majority of the Directors holding office without regard to vacant positions.**

Section 5: Secretary/Treasurer

The Secretary shall keep, or cause to be kept, the minutes of all meetings, be the custodian of the Corporate Seal, and perform all duties required of a Secretary.

The Treasurer shall work closely with the other Association Officers & Directors. He/she shall

be responsible for the proper accounting of the Association's financial matters and such other reports as may be specified by the Board of Directors. Monthly financial statements shall be prepared by the 2nd Saturday of the following month and made available upon request within 72 hours. Homeowners are responsible for the cost of any copies requested. Budgets shall be prepared as per "Section 7, Budget". Secretary/ Treasurer is an authorized cosigner of checks along with the President and Vice President.

This position may, at the option of a majority of the Board, be split into two separate positions, i.e. the office of "Secretary" and the office of "Treasurer", rather than "Secretary/Treasurer" as a single office.

Section 6: A.M.A. Director

The A.M.A. Director shall be responsible for:

- the collections of all fees, dues, liens, fines, interest and other charges
- maintaining a database of all dues billed and paid, address changes and changes of property ownership; the A.M.A. Director must directly oversee these operations
- maintaining paper files as a back-up for all digital A.M.A. records
- ensuring that the annual billing will be completed on or about April 1st of each year, with a due date of May 1st and a late date of June 1st
- a monthly written Report to the Board of Directors by the 2nd Saturday of each month, suitable for presentation at the monthly Board meeting

The A.M.A Director shall not have the authority to co-sign checks.

Section 7: Maintenance Director

He/she shall be responsible for maintenance of that which is owned or controlled by LGHOA. He or she shall supervise mowing services requested by property owners under a signed contractor for a fee (paid for by said Owner directly to the HOA office). Where the cost of repair is expected to be greater than \$500, he/she shall locate and obtain 3 bids for those repairs and present them to the Board for approval. The Maintenance Director shall never receive cash, gifts, tickets, etc. for personal benefit from a contractor submitting a bid, as this is a conflict of interest and subject to legal ramifications. He/she will work directly with 1099 or W2 employees for services needed.

Section 8: Community Liaison

The purpose of this position is to foster positive relationships within the community by providing clear communication, assisting residents with questions and concerns, supporting board initiatives, and promoting community engagement. She/he shall serve as the primary point of contact for member questions and concerns and help facilitate constructive solutions. He/she shall also respond to inquiries regarding HOA policies, community projects and events, and ensure residents receive timely updates about meetings, maintenance, and community news. He/she shall attend HOA board meetings and provide community feedback, assist with surveys and resident outreach programs and help communicate board decisions in a clear, transparent manner. He/she will monitor and control all social media

accounts, Zoom, and the community website.

ARTICLE IX: BOARD OF DIRECTORS

Section 1: Appointment of Board Members

Each duly elected officer of the LGHOA shall automatically become a member of the Board of Directors of the Association. However, under no circumstances can someone who has been convicted of a felony or an act of moral turpitude, or who is not a Member in Good Standing, become a member of the Board of Directors.

Section 2: Size of the Board

The affairs and management of the Association shall be conducted by the Board of Directors, consisting of no fewer than five (5) members and no more than seven (7) members at any one time, all of whom will also be officers of the Association.

Section 3: Tasks and Authority

The affairs and management of the Association shall be conducted by the Board of Directors consisting of five (5) Directors minimum and (7) Directors maximum, which Board shall have full power and authority to carry out the purposes of the Association and to do any and all lawful acts necessary or proper thereto.

Under Texas law, Directors and Officers of the HOA are considered fiduciaries of the corporation. A fiduciary is one who occupies a position of trust and confidence, and who has a duty to act with integrity, loyalty, and in good faith. These duties require Directors and Officers to perform their responsibilities with honesty, fairness, and strict accountability. Such duties are commonly categorized as the duties of obedience, loyalty, and due care. The duty of loyalty mandates that Directors and Officers act in the best interests of the HOA and must avoid personal conflicts of interest. They must act with candor, unselfishness, and good faith, ensuring that their personal interests do not override their obligation to serve the best interests of the Association.

Section 4: Service Terms

The terms of the Board of Directors shall coincide with the term served by a person as an officer of the Association. At no given time shall two people of the same household hold the position of officer or Directors of the Association at the same time. Also, at no given time shall one person hold multiple Board positions at the same time.

Section 5: Removal/Replacement of Directors

A Director may be removed from office for any justifiable reason, as determined by the majority vote of the Board of Directors and the homeowners. "Justifiable" reasons include, but are not limited to, misconduct, corruption, criminal actions, failure to perform the duties of the office to which they were elected, breach of fiduciary duties, and/or failure to attend (i) three consecutive Board meetings, or (ii) four or more Board meetings within a calendar year. Removal may be enacted through a simple majority vote of the Board of Directors and members in attendance at either a regular meeting or a special meeting.

Section 6: Indemnity of the Association

By accepting the nomination for and acceptance to the position of an officer and/or Director in the LGHOA, such officers and/or Directors shall thereby expressly accept and acknowledge that:

- a) any officer or Director who breaches their respective fiduciary duties, or engages in unlawful, grossly negligent or willful misconduct, or commit acts which are clearly beyond the scope of the normal duties and responsibilities associated with their position in the HOA, will do so with the full knowledge and understanding that such actions will pierce the veil of corporate liability protection and they will become personally liable for their actions; and
- b) that, in these circumstances, such breaching officer or Director also expressly agrees to indemnify and hold the LGHOA harmless against any and all liability, damages and harm, whether financial or otherwise, that may be caused to third parties thereby.

Section 7: Meetings

A majority of the Board of Directors present at the meeting shall be sufficient to run the normal operations and business of the Association. If any Director's office is vacant, this shall in no way hinder the remaining Directors from carrying out the normal operations and business of the Association, except as stipulated under other specific articles of the By-Laws. Meetings of the Board of Directors shall be held monthly at the office of the LGHOA. If circumstances prevent the use of the LGHOA office, an alternate location somewhere else in Lake Granbury Harbor will be posted. Meetings are to be held the second week of each month, with notice posted at least seven days prior. Executive meetings must be posted at least seven (7) days in advance, stating the purpose of the meeting, and must be conducted in accordance with the Texas Open Meetings Act. A record and written transcript of the meeting shall be kept by the Secretary.

Section 8: Audit

The Board of Directors shall be responsible for the proper maintenance of the financial records of the Corporation. Within sixty days of the end of the Corporation's fiscal year, the Board shall retain the services of an independent accounting firm to perform an audit of the records of the Corporation, which will subsequently be available for review by members during regular business hours.

Section 9: Budget

The Board of Directors shall be responsible for the preparation of an annual budget for the Corporation. The budget may be prepared either by the Board of Directors or by a committee selected by the Board of Directors, and shall be made available to the members within 60 days of the end of the Corporation's fiscal year.

ARTICLE X: COMMITTEES

Section 1: Duties

Duties vary by Committee. Committees shall have a Chairman, Secretary and, where money is involved, a Treasurer. The Chairman oversees the committee and will communicate directly to the Board and to the community regarding the specific activities of that committee. The Secretary is responsible for administrative tasks, research and social media. The Treasurer is responsible for creating purchase orders, acquisitions, keeping a ledger of funds and giving a report to the Chairman to present to the Board. The Treasurer MUST be bonded.

Section 2: Qualifications

Committee members need to have relevant skills, be team players and complete the tasks for which they have accepted responsibility. When dealing with kids, a background check shall be required. Anyone on the Child Offender Registry cannot serve.

Section 3: Term

There is no term limit for committee members except for the elections committee, for which the term shall be one (1) year.

Section 4: Oversight Responsibilities

The President of the Association is responsible for all committees, however, he shall delegate the oversight to other Board Members.

ARTICLE XI: MISCELLANEOUS

Section 1: By-Laws Changes:

These By-Laws or any part thereof may be amended, modified or repealed only by 4/5 (80%) majority vote of approval of all **five (5) Directors of the Association** and **no approval can be given if any Directors office is vacant**. Once approved by the Directors to be placed on the agenda for a vote by the membership, all proposed changes, modifications or repeals will require no further approval by any other board member and must be posted either in hard copy or on the HOA website at least seven (7) days prior to the meeting. A vote must then be taken at the next regular monthly meeting of the Association with a 2/3 majority of the Lake Granbury Harbor Owners Association members present at that regular meeting voting in favor to pass.

Section 2: Notices

Unless otherwise required by statute, the Articles of Incorporation or by these By-Laws, any notice required to be given shall not be deemed to be personal notice, but may be orally given by the President causing to be posted such notice on the website and the bulletin board at the HOA office in Lake Granbury Harbor subdivision.

Section 3: Non-payment of Services by Officials

No member of the Board of Directors, or the committees, shall receive ANY compensation for acting as such. No member of the Board of Directors, nor any of their family members or other relations shall contract labor or enter into any contract for pay or be an employee of LGHOA or receive any payment for such. No Director shall accept any form of pay, gift, or personal gratuity

from any company or person doing contract work for LGHOA for personal gain. Direct donations can be accepted by the HOA but shall not have any influence in bid acceptance. Tax deductible receipts must be provided.

Section 4: Fund Expenditure Limitations

The expenditure of Lake Granbury Harbor Owners Association funds by the Directors of the board or officers shall be limited to Five Hundred Dollars to purchase new equipment, any improvements, or maintenance repairs. Any repairs, purchase of equipment or contracts over \$500 must be posted for bids in the local newspaper and on the LGHOA bulletin board. A minimum of three bids shall be required before approval can be issued. All LGHOA checking and savings accounts shall require at least 2 signatures on all checks and or withdrawals. Purchases over \$500 must be approved at a regular or special meeting by majority vote of both the Board of Directors and members present at the regular or special meeting.

Section 5: Understructure of Homes

If the under structure of any mobile home, including tongue or frame structure, is exposed in whole part, it shall be skirted and underpinned with materials designed for that purpose or approved by the Board of Directors within 180 days of moving.

Section 6: Control of Animals

Cats and dogs and other common household pets may be kept, provided they are not raised, bred, or maintained for commercial purposes. However:

- Dogs and cats are not permitted to run at large and must be kept within a fenced area or, if taken off the property, on a leash, and must be in the custody, care and control of the homeowner at all times.
- Dogs shall not be allowed to continually bark or create a nuisance, nor shall any other animal kept on the property, including livestock and/or fowl, be allowed to regularly disturb the safe and peaceful enjoyment of the neighborhood.

Full-sized livestock, such as cows, horses, donkeys and mules, or any other animal of that size or larger, may only be kept on any lot that meets Texas Agricultural Requirements for same.

Goats: Up to two goats are permitted *only* if the property consists of a minimum of ¼ acre. Goats must be kept solely for personal use. An HOA permit is required.

Poultry: No poultry of any kind is allowed on properties totaling less than ¼ acre. On properties larger than ¼ acre, members may, subject to first acquiring a permit from the HOA, keep up to a cumulative maximum of 25 poultry (i.e. chickens, ducks, pheasants, geese and quail) for personal use only. No commercial use of poultry is permitted under any circumstances.

Rabbits: Up to twenty rabbits per household are permitted on properties of ¼ acre or more. No commercial use is permitted. An HOA permit is required.

Bees: No commercial use is permitted. An HOA permit is required

ALL animals, including household pets, must be properly cared for and maintained in a clean, sanitary, and humane manner so as not to create odor, noise, physical safety issues, health concerns, or nuisances affecting neighboring properties.

Section 7: Unpaid Fees, Delinquent Amounts, Interest, Collections and Liens

Each lot is assessed \$48 per year as HOA dues. This will increase by \$5.00 each month for each month that such assessment is late being remitted. For example:

31+ days (1 month) past due = \$53 assessment;
61+ days (2 months) past due = \$58 assessment;
91+ days (3 months) pays due = \$63 assessment; and so on

a) Interest on Delinquent Amounts

Any assessment, fee, fine, or other amount owed to the Association that remains unpaid for more than thirty (30) days after the due date shall accrue interest at a rate of ten percent (10%) per year, beginning on the thirty-first (31st) day, unless otherwise limited by law. Please refer to Texas Property Code 209.006 & SOP (Section 8).

b) Collection Costs

If any amount remains unpaid for more than ninety (90) days, the Association may refer the account to an attorney, consultant(s) or collection agency for collection. The Owner shall be responsible for all reasonable collection costs incurred by the Association, including but not limited to attorney fees, court costs, collection agency fees, title search costs, and filing and recording fees, as permitted by law.

c) Assessment Lien and Foreclosure

If an Owner remains delinquent for one hundred eighty (180) days or more, the Homeowners' Association shall prepare and file for record a Notice of Lien in the office of the County Clerk of Hood County, Texas. Once recorded, the lien shall secure the unpaid assessments, together with authorized interest and lawful collection costs.

The Association may pursue all lawful remedies to collect delinquent assessments, including lawsuit and, if authorized by Texas law and the governing documents, foreclosure. Foreclosure may only be pursued for delinquent assessments and other amounts that are legally allowed to be secured by an assessment lien. Fees and fines may be collected through lawful means but do not automatically qualify for foreclosure unless permitted under Texas law and properly treated as assessment-related charges.

Section 8: Standard Operating Procedures

The Board of Directors shall prepare written procedures to describe the duties of Directors, Officers, and committees, rules and regulations for facilities and Recreational Areas and instructions for employees. Each section of the manual shall be kept current and will be considered authorized operating procedure when undersigned by the Board of Directors responsible for preparation and issue. The manual may be changed by a majority vote of approval of all five Directors of the Association and no approval can be given if ANY Directors office is vacant. The manual will include but not be limited to the following:

- a) Task and responsibility descriptions for the Board of Directors, Officers, Employees, Committees, and anyone else performing regular services for the Corporation.
- b) Pool maintenance which will include specific requirements for personnel to be instructed and supervised in the chemical treatment and pool care by qualified personnel to be designated by the Maintenance Director.

- c) Maintenance of lots by mowing, specifically requiring a system being developed to identify lots mowed, avoid improper billing, assure prompt response to owners with valid claims to improper acts of LGHOA, follow-up on unpaid fees and court action on long term unpaid fees.
- d) Monthly maintenance of roads and rights-of-way, mowing, filling of potholes, etc.
- e) Community Building maintenance, use and leasing.
- f) Maintenance and control of boat ramps, fishing pier(s), parks and recreational facilities (other than pool).
- g) Inventory and assets owned by the Corporation.
- h) System for collection of AMA fees including billing, collection, and court actions of every kind and character.
- i) Rights and privileges of Associate Members.
- j) Tenant registration fees
- k) File containing warranties, parts manual, repair manuals, maintenance request and work orders.

Section 9: Security

The changing of locks and/or combinations shall occur when it is considered necessary for the safeguarding of LGHOA assets and/or records, and shall also occur if there is a change in "key" personnel. The Security Director shall have the authority to carry out this task, but shall supply keys and combinations to only authorized personnel within twenty-four hours or the next business day.

Section 10: Mowing Contracts

The Association may make formal contracts on an annual basis with any property owner for mowing. The Board of Directors shall be responsible for the implementation and execution of procedures concerning all contract mowing by a majority vote of the board. Majority Vote of the Board of Directors shall in this case be 3 of 5 directors. No changes can be made to the implementation and execution of procedure if ANY Directors office is vacant. The mowing contracts shall then be the responsibility of the Maintenance Director, who will report the execution of the contracts or give written explanation as to why the mowing could not occur to the AMA Director. The AMA Director will be responsible for giving the Secretary/Treasurer the list of mowing fees to be refunded if circumstances dictate that the contract could not be fulfilled.

A formal contract may be obtained with a professional contractor on an annual basis for any contract mowing if an 80% majority of the Board of Directors so decide (i.e. 4 of the 5 Directors). No vote can be made if ANY Directors office is vacant. The contractor shall provide all of the equipment, repairs, maintenance of all equipment, employees and insurance. Proof of the contractor's liability insurance shall be required before the contractor can be approved. The contractor should specify what charges will be and require a formal invoice for each lot mowed. The Association shall monitor these invoices for accuracy as to the amount and actual services rendered.

If any lot owner fails to mow his/her lot(s) as needed and as specified by standards, procedures should provide for the formal notification by certified mail to the lot owner to mow the lot. If the lot is not mowed within 21 days of such notification of the need to mow the property owner's lot, then

the Association's contract mower will be approved to mow the lot. The fees incurred shall be passed on to the property owner for payment.

Section 11: Attorneys and Litigation

Only Board Members, with a vote of at least 60% (3/5) of the Board of Directors, may engage, contact or communicate with Association attorneys at Association expense regarding any matter pertaining to the HOA. The Board of Directors shall appoint one or more Board Members to represent the Board for such meetings, and those meetings shall be limited specifically to legal matters relating to the business of LGHOA. Meetings without Board approval shall be at the individual's personal expense.

Section 12: Fireworks

The discharge of fireworks is prohibited within the parameters of Lake Granbury Harbor subdivision when there is a "burn ban" in effect in Hood County. When there is such ban, fireworks will be allowed until 10:00 PM, except for the day of the holiday (July 4th and Dec 31st) until midnight.

Section 13: Firearms

The discharge of firearms is prohibited within the boundaries of the Lake Granbury Harbor subdivision. An owner who discharges a firearm or allows the discharge of a firearm on their property will be subject to an assessment of Two Hundred Fifty Dollars (\$250) per violation, if a viable complaint is filed with legitimate proof.

ARTICLE XII: UNANIMOUS CONSENT OF DIRECTORS

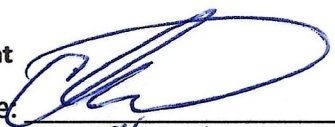
The undersigned, being all of the fully elected and qualified Directors of Lake Granbury Harbor Owners Association, do hereby consent and resolve that:

All Articles of the By-Laws of the association be completely written as contained herein with the establishment of the index.

The foregoing By-Laws were written along with the index and, by a unanimous vote and approval of the Board of Directors, were hereby adopted as the Associations By-Laws.

APPROVING BOARD MEMBERS

President

Signature: 

Date: 8-11-2026

Printed Name: Christopher Walton

Vice President

Signature: 

Date: 8-11-2026

Printed Name: Shante Hugobee

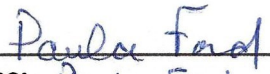
Secretary

Signature: 

Date: 8-11-2026

Printed Name: Katha Deel

Treasurer

Signature: 

Date: 8-11-2026

Printed Name: Paula Ford

AMA Director

Signature: 

Date: 8-11-2026

Printed Name: LaDonna Zumwalt

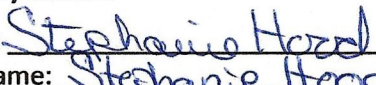
Maintenance Director

Signature: 

Date: 8-11-26

Printed Name: Sebes Quintana Jr

Community Liaison

Signature: 

Date: 8-11-26

Printed Name: Stephanie Hood

FILED

AUG 12 2026

STATE OF TEXAS §

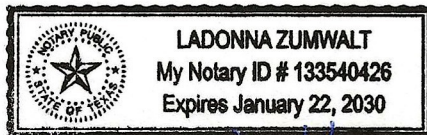
County Clerk, Hood County, TX

COUNTY OF Hood §

BEFORE ME, the undersigned authority, on this day personally appeared Christopher Walton, who acknowledged to me that he/she is the President of Lake Granbury Harbor Owners Association, Inc., a Texas nonprofit corporation, and that he/she executed the foregoing instrument on behalf of the corporation for the purposes and consideration therein expressed, and in the capacity stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 11th day of Aug., 2026

Notary Public, State of Texas



Printed Name: Ladonna Zumwalt

My Commission Expires: 01/22, 2030

SECOND NOTARY ACKNOWLEDGMENT

STATE OF TEXAS §

§

COUNTY OF Hood §

BEFORE ME, the undersigned authority, on this day personally appeared the undersigned members of the Board of Directors of Lake Granbury Harbor Owners Association, Inc., a Texas nonprofit corporation, who acknowledged to me that they executed the foregoing instrument on behalf of the corporation for the purposes and consideration therein expressed, and in the capacities stated.

Names of Board Members Acknowledged:

Christopher Walton, Shane Huckabee, Katha Deel,
Paula Ford, Sabas Quintana, Jr. Ladonna Zumwalt,
Stephanie Hood

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 11th day of August, 2026.

Notary Public, State of Texas

Printed Name: Patricia Ridley

My Commission Expires: 06/16/2029

Patricia Ridley

