

MEMORANDUM OF DEDICATORY INSTRUMENTS FOR
APRIL COVE MAINTENANCE FUND, INC.

STATE OF TEXAS

01105149

COUNTY OF FREESTONE

WHEREAS, Texas Property Code Section 202.006 requires that property owners' associations file for record in the office of the county clerk of the county in which the property is situated any "dedicatory instrument" that such association wishes to enforce after January 1, 2012 against any present or future property owners; and

WHEREAS, April Cove Maintenance Fund, Inc. is a Texas nonprofit corporation (the "Association") and is the property owners' association governing the property (collectively and hereinafter called the "Property") described in that certain Declaration which is found of record in Volume 785, Pages 141 dated September 29, 1988, and the By-Laws found of record in Volume 1011, Page 163 dated April 18, 1997, of the Real Property Records of Freestone County, Texas and all their filed amendments; and

NOW, THEREFORE, the undersigned, acting on behalf of the Association, records this Memorandum and the attached Additional Rules & Regulations of April Cove Maintenance Fund, Inc. as a dedicatory instrument (in addition to the Declaration and the By-Laws and all their filed amendments) pertaining to the maintenance and operation of the Association and the Property in compliance with Section 202.006 of the Texas Property Code.

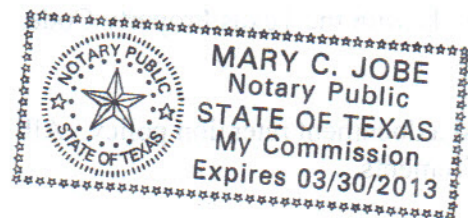
IN WITNESS WHEREOF, the undersigned have executed this instrument on the dates indicated in the acknowledgements below.

APRIL COVE MAINTENANCE FUND, INC.

By:

Cheryl Y. Wangrin
Cheryl Y. Wangrin, Vice President

This instrument was acknowledged before me this the 1 day of Nov, 2011, by Cheryl Y. Wangrin, Vice President, April Cove Maintenance Fund, Inc.



Mary C Jobe
Notary Public in and for the State of Texas

Mary C Jobe
Notary's Printed Name

My Commission Expires: 3/30/2013

APRIL COVE MAINTENANCE FUND, INC.
Property Owners Additional Rules & Regulations
January 1, 2012

These Additional Rules & Regulations were approved by the Board of Directors of April Cove Maintenance Fund, Inc. on the 5th day of October, 2011.

The Board of Directors of April Cove Maintenance Fund, Inc., a Texas nonprofit corporation, hereinafter called the "Association" pursuant to the authority granted in the recorded dedicatory instruments, hereinafter called the "Declarations" hereby adopt the following rules and regulations:

A. Establishment of Rules

The Board of Directors may create rules and regulations it deems necessary as part of the Association's declarations to govern the Association and its members; provided, however, any amendments or additions to this document are to be voted on by the Board of Directors with each Director having one vote and unanimous approval of any such rules is received.

B. No Repeal of Existing Declarations

These Additional Rules and Regulations do not and are not intended to repeal or modify any provision of the Declarations or Bylaws. Any conflict between the Declarations or Bylaws and the Additional Rules and Regulations shall be resolved in favor of the Declarations or Bylaws. All declarations must be in compliance with the Texas Property Code.

C. No Precedence

Any exceptions or variances to any declarations that are permitted must be in writing with documentation explaining the found reason and cause for the exception or variance. Each incident is to be considered on a case-by-case basis with no value in any future negotiations or decisions before the Association.

D. Public Records

Pursuant to Texas Property Code Section 202.006, all declarations will be filed in the real property records of Freestone County. A declaration has no effect until the instrument is filed.

Pursuant to Texas Property Code Section 207.006, all declarations relating to the Association or the subdivision and filed in the county deed records must be available on the Association's website.

E. Association Records

Pursuant to Texas Property Code 209.005, the Board has adopted a Records Production and Copying Policy. Members may request copies of information contained in the official books and records of the Association. All requests and responses must comply with the Texas Property Code. See "Exhibit A".

Pursuant to Texas Property Code 209.005, the Board has adopted a document retention policy. All record retention must meet or exceed Texas Property Code requirements.

Pursuant to Texas Property Code 209.005, the Board will make the official books and records of the Association open and reasonably available for examination to all members. All requests and responses must comply with the Texas Property Code.

01105149

Pursuant to Texas Property Code 209.005, on or before the tenth (10th) business day before the date a person brings an action against the Association, the person must send written notice to the Association of the person's intent to bring the action. The notice must comply with the Texas Property Code.

Pursuant to Texas Property Code 209.0051, it is the member's duty to keep updated contact information registered with the Association which includes a mailing address and an email address if applicable. Email lists are not to be made available to the membership unless authorized in writing. Email addresses are not to be shared in order to protect members' privacy.

F. Enforcement, Fines, and Fees

The Board of Directors acting in the name of the Association will have the right to enforce the rules and regulations set forth in all declarations of the Association and, when appropriate in its judgment, to assess fines, fees or penalties as it deems reasonable and appropriate for violations of such declarations. Before any action can be taken against a member for a violation, the Association must give written notice to the owner by certified mail in compliance with Texas Property Code Section 209.006.

G. Rubbish, Trash, Garbage

Dumpsters are provided for HOUSEHOLD REFUSE ONLY. Empty boxes must be flattened before being placed in the container. No fish carcasses are allowed. Tree limbs, leaves, scrap wood, metal and large empty boxes must be disposed of in some other manner. No remodeling or contractors' waste is allowed. No furniture or appliances are allowed. No trash, garbage, or other waste generated outside of April Cove may be dumped in April Cove with the exception of household garbage generated by a Member who does not reside in April Cove. No trash shall be left on the ground or on top, even if the dumpsters are full. Lids are to remain closed at all times.

H. Storage Lot

Parking and storage in the community lot is at the risk of the owner. The Association assumes no liability and provides no security other than the safety lock on the gate. No commercial units or construction equipment will be allowed unless a project has been permitted by the Board for a specific time, then immediately removed. All units are to be the personal property of members and utilized for their personal use. No cars or trucks will be allowed, running or not. Building materials or loose items will not be allowed. All items stored must be in usable condition and registered with the Board of Directors. Any unit not registered is subject to removal at the owner's expense. Members are required to keep grass and weeds around and under their units mowed and/or trimmed. Space will be available on a first come basis.

I. Rental Properties

Homes within April Cove are deemed for single-family usage. No contractual rental or lease agreements for a period of less than six (6) months are allowed except those attached to a real estate contract as part of the sales agreement in which case the time period may be less than six (6) months. The renter must be provided a copy of all declarations and abide by all declarations.

J. Architectural Control Committee

In order to maintain communication with the Architectural Control Committee, ACC members will be asked to attend all Board meetings and to report any activity that has occurred.

01105149

In the event any member of the Committee cannot complete their term, the alternate member who is elected during the annual members' meeting will serve until the next annual meeting at which time someone will be elected by the membership to serve the remainder of the vacated term. In the event two (2) members are not able to complete their terms, the remaining member(s) will designate the successors. If the remaining members cannot agree on a successor, the Board of Directors can appoint a successor to serve the remainder of the vacated position until the next annual meeting at which time someone will be elected by the membership to serve the remainder of the vacated term.

K. Construction Applications

Members must complete a construction application and receive written approval from the ACC before any structure is erected or altered. All three members of the ACC must be given the opportunity to review each application. Approval will be granted upon the vote of two-thirds (2/3) of the members voting in favor of the application. Written approval/disapproval must be given for each application within thirty (30) days of receipt. No verbal communications may serve as approval or disapproval for any type of construction or indication that the work does not come under the purview of the ACC. The ACC is to confer with the Board of Directors if any exceptions of the declarations are to be considered or at the request of any ACC member. A member of the Board may serve as a temporary ACC member on any single application in the event at least two ACC members are not available to review the application.

L. Construction Site

The builder or general contractor must provide and have on the worksite a Port-O-Let (or equivalent) toilet that must be present during the entire period of construction from dirt work through completion of the home. The construction site and surrounding area must be kept clean. A dumpster for containing trash and construction materials must be in place at the construction site during the entire period of construction.

M. Voting

If any member(s) wish to vote by proxy at any meeting of the Association, the member(s) should elect to sign either 1) a full proxy to be inclusive of any and all action from the floor which may include matters pertaining to their rights and/or responsibilities including amendments to declarations of the Association and/or assessments OR 2) a limited proxy for the election of the Board of Directors and the ACC members only. The proxy forms to be used in all elections shall be in substantially the same form as "Exhibit B" and "Exhibit C" attached hereto.

N. Delinquent Assessment Collection Policy

Pursuant to Texas Property Code, Section 209.0062, the Board of Directors has established a Delinquent Assessment Collection Policy. Members may request an alternative payment schedule by which they may make partial payments to the Association for delinquent regular or special assessments or any other amount owed to the Association without accruing additional monetary penalties. See "Exhibit D" entitled Delinquent Assessment Collection Policy and "Exhibit E" entitled Payment Plan Agreement.

O
R

O
1
5
6
2

O
O
5
2
6**O. Seller's Responsibility**

Pursuant to Texas Property Code Section 5.012, a seller of property within the subdivision will give to the purchaser of the property a written notice of declaration that reads substantially similar to "Exhibit F". The seller is to deliver the notice to the purchaser before the date the executory contract binds the purchaser to the purchase of the property. The signed notice is to become a part of the executory contract.

P. Resale Certificate

Pursuant to Texas Property Code Section 207.003, not later than the tenth (10th) business day after the date a written request for subdivision information is received, the Board will deliver to the requestor or its agent: 1) a current copy of the declarations; 2) a current copy of the bylaws and rules; 3) a resale certificate as stipulated in the Texas Property Code. The Board may require reasonable evidence that the purchaser has a contractual or other right to acquire property in the subdivision. The Board will require a payment of \$50 for a resale certificate.

Q. Composting Devices, Rain Barrel or Rainwater Harvesting Systems

The Association will impose and enforce restrictions pertaining to the regulation of composting devices and rain barrels or rain water harvesting systems within the limitations of Texas Property Code Section 202.007(d).

R. Flag Display

The Association will impose and enforce restrictions pertaining to the display of flags and flag poles within the limitations of Texas Property Code Section 202.011.

S. Display of Certain Religious Items

The Association will impose and enforce restrictions pertaining to the display of certain religious items within the limitations of Texas Property Code Section 202.018.

T. Solar Energy Devices

Pursuant to Texas Property Code, Section 202.010, the Association will follow the established regulations set forth in the Texas Property Code in their review for approval of solar energy devices.

U. Maintenance of Improved Properties

All structures on improved properties are to be maintained in good condition and repair. The exterior of all buildings, fences, walls and other improvements are not to be allowed to deteriorate.

V. Adjoining Lots

Should the owner of adjoining lots or tracts choose to build or make improvements whereby the location of any structure impedes the ten (10) foot easement to the side or rear of the adjoining properties, the properties are to be considered as a single plat in regard to improvements providing the owner states in writing that the lots are considered to be a single property for the purpose of homestead and should the properties ever be sold or ownership transferred, the lots cannot be separated, but must be owned together as one property. Each lot remains separate in regard to Association assessments and voting privileges.

W. Careless Driving

Posted speed limits are to be obeyed at all times. All persons operating golf carts, 4-wheelers, utility vehicles, dirt bikes or other personal recreational vehicles within April Cove are to observe speed limits, yield the right of way to cars and trucks, and respect both common and private properties.

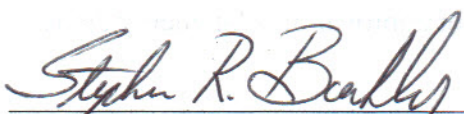
X. Construction Timeline

There is no requirement to build on the property at any specific time, but once written approval has been given, construction must begin within ninety (90) days. If construction has not commenced within ninety (90) days a new application must be submitted. Once the construction of any structure has begun, the exterior design must be completed and the interior in livable condition within 180 days from the date the foundation was begun. At the written request of the owner, an automatic thirty (30) day extension will be granted. Additional 30-day extensions will be granted at the discretion of the ACC. When all extensions have expired, the owner will be subject to a fine or penalty for each 30-day period the structure is unfinished.

Y. Obstruction of View

No fence, hedge or shrub planting shall obstruct sight lines of neighboring properties to the lake or other scenic views or impede the safety of vehicular traffic.

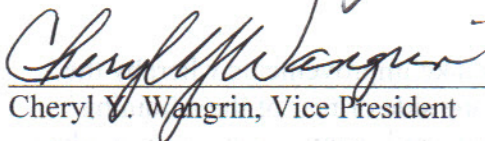
Rules and regulations passed by unanimous decision of the Board of Directors of April Cove Maintenance Fund, Inc.



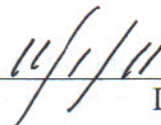
Stephen R. Barkley, President



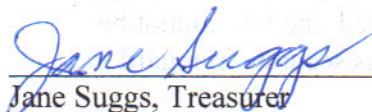
Date



Cheryl V. Wangrin, Vice President



Date



Jane Suggs, Treasurer



Date

“Exhibit A”
Records Production and Copying Policy
April Cove Maintenance Fund, Inc.

The Board of Directors adopts this policy for the purpose of establishing uniform procedures for handling the review of and requests for copies of the Associations' documents under the Texas Property Code for property owners' associations.

This Records Production and Copying Policy was approved by the Board of Directors of April Cove Maintenance Fund, Inc. on the 5th day of October, 2011.

1) Inspection of Records

Members may request to inspect the official books and records of the Association. The request must be in writing and contain sufficient detail to identify the records being requested. The Board of Directors will make the official books and records of the Association open to and reasonably available for examination by a member, or a person designated in writing signed by the member as the member's agent, attorney, or certified public accountant.

The Board of Directors will respond within ten (10) business days of receipt of the request, providing the dates and times the records will be made available. The Board of Directors and the member shall arrange for a mutually agreeable time to conduct the inspection.

With regards to the inspection of ballots, only persons who tabulate ballots under Texas Property Code Section 209.00594 may be given access to the ballots cast in an election or vote.

2) Copying of Records

A member is entitled to obtain copies of information contained in the official books and records of the Association. The request must be in writing and contain sufficient detail to identify the records being requested. If the records can be provided easily, the Board of Directors will provide the records to the member within ten (10) business days of receipt of the request at the requester's expense. Copies of certain records not easily available will be provided to the member within fifteen (15) business days of receipt of the request at the requester's expense.

The Association adopts the rates for charges for making copies of Association records by photographic or other means established: Copying charges will be one (1) dollar per page for each standard 8½ x 11 or 8½ x 14 black and white copy produced. An amount equivalent to the charge for two (2) separate copies (two (2) dollars per page) will be charged for duplex copies. Oversize copies will be three (3) dollars per page.

If actual costs are more than listed, higher charges will be assessed based on the actual cost. Additional charges may be assessed for supplies, postal shipping charges and miscellaneous expenses.

"Exhibit A"**Records Production and Copying Policy
April Cove Maintenance Fund, Inc.****3) Payment**

Payment is due upon receipt.

4) Records Not Available

Unless authorized in writing or by court order, the Board of Directors will not make available any records that contain the personal information of a member, including restriction violations, delinquent assessments, financial information and contact information (other than a member's address); additionally, no privileged attorney-client communications or attorney work product documents will be provided. Unofficial records which include documents, papers, letters, or other material made or received in connection with the transaction of Association business may be made available at the Board of Director's discretion.

"Exhibit B"

PROXY

April Cove Maintenance Fund, Inc.

By casting your vote via proxy you will forgo the personal opportunity to consider and vote on any motion from the floor and any matters pertaining to the **election of officers, election of committee members, and your rights or responsibilities which may include matters regarding assessments**. If you desire to retain this ability, please attend this meeting in person. You may submit a proxy and later choose to attend any meeting in person, in which case any in-person vote will prevail.

The undersigned hereby appoints _____, with full power of substitution, as the proxy holder of the undersigned to represent the undersigned and to vote the interest of the undersigned as a Property Owner and member of the April Cove Maintenance Fund, Inc. which the undersigned would be entitled to vote if personally present at the Annual Meeting of Property Owners to be held at _____, local time, on February _____, 20____, and at any adjournments or postponements of such meeting.

Any proxy or proxies heretofore given by the undersigned are hereby revoked.

Date

Signature

Printed Name

Lot #s Owned

"Exhibit C"
LIMITED PROXY
April Cove Maintenance Fund, Inc.

By casting your vote via proxy you will forgo the personal opportunity to consider and vote on the **officers and committee members** of the Association. If you desire to retain this ability, please attend the meeting in person. You may submit a proxy and later choose to attend any meeting in person, in which case any in-person vote will prevail.

The undersigned hereby appoints _____, with full power of substitution, as the proxy holder of the undersigned to represent the undersigned and to vote the interest of the undersigned as a Property Owner and member of the April Cove Maintenance Fund, Inc. which the undersigned would be entitled to vote if personally present at the Annual Meeting of Property Owners to be held at _____ at 1:30 PM, local time, on February ____, 20 ____, and at any adjournments or postponements of such meeting for the following limited purposes:

- A. Voting for Officer/Director Positions
- B. Voting for Architectural Control Committee Member(s)
- C. Voting for Alternate Architectural Control Committee Member

Any proxy or proxies heretofore given by the undersigned are hereby revoked.

Date

Signature

Printed Name

Lot #s Owned

“Exhibit D”
Delinquent Assessment Collection Policy
April Cove Maintenance Fund, Inc.

Prompt payment of assessments and dues by all members is critical to the financial health of April Cove Maintenance Fund, Inc. and to the enhancement of the property values of April Cove subdivision. The Board of Directors takes very seriously its obligation to enforce the members' obligation to pay assessments. The Board has adopted this Collection Policy in an effort to discharge that obligation in a fair, consistent and effective manner. The following are the Association's assessment collection practices and policies, pursuant to Texas Property Code Section 209.0062 and Section 209.0063.

This payment plan policy was approved by the Board of Directors of April Cove Maintenance Fund, Inc. on the 5th day of October, 2011.

1) Due Dates

An Annual Maintenance Charge is due in advance of January 1 of each year. An annual Road Maintenance Fee is due in advance of July 1 of each year. All other assessments, including special assessments, are due and payable on the date specified in the notice of assessment. Each assessment will be delinquent if not received by the Association within thirty (30) days after it is due.

2) Obligation to Pay

Assessment, late charges, interest, and other reasonable costs or fees are the personal obligation of the owner of the subject property at the time the assessments are levied. It is the owner's responsibility to timely pay each assessment regardless of whether a statement is received.

3) Interest

Any assessment or balance not paid within sixty (60) days after it is due will bear interest from the date it became due until paid in full at the rate of ten percent (10%) per annum.

4) Application of Payments

Pursuant to Texas Property Code Section 209.0063, any payments received will be applied in the following order of priority: a) any delinquent assessment; b) any current assessment; c) any attorney's fees; d) any fines assessed by the Association; and e) any other amount owed to the Association. Additional regulations apply as set forth in Texas Property Code Section 209.0063 and Section 209.0064.

5) Right to Request a Payment Plan

Members may request a payment plan for current and/or delinquent assessments. The term for payment will be considered on a case-by-case basis with a minimum term of three (3) months and may not extend more than six (6) months. A payment plan agreement must be signed and returned via postal mail or by email acknowledging agreement. See “Exhibit C” entitled Payment Plan Agreement. Alternate payment plan proposals may be considered. Payment plans must provide for full payment of amounts due, including any regular and/or special assessments and any fees and/or costs related to the administration of the payment plan.

“Exhibit D”
Delinquent Assessment Collection Policy
April Cove Maintenance Fund, Inc.

6) Default of Payment Plan

If a member defaults on any payment plan, the payment plan is automatically terminated and payment in full will be due immediately. The Association is not required to enter into a payment plan with a member who failed to honor the terms of a previous payment plan during the two (2) years following the owner's default under the previous payment plan.

7) Third Party Collections

Any third-party collections must be in compliance with Section 209.0064 of the Texas Property Code.

8) Pre-Lien Letter

If any portion of any assessment remains unpaid two (2) years after the original due date, a “Notice of Intent to Lien” will be prepared and sent to the member(s) by certified mail. The notice will state the current assessments owed by the member(s) and other information as stipulated in the Texas Property Code. Process and procedures will follow the Texas Property Code Section 209.006. The owner will be charged a fee for such pre-lien letter.

9) Lien

If a member to whom a pre-lien letter is sent fails to pay the amounts demanded or fails to enter into a payment plan within forty-five (45) days from the date the pre-lien letter is mailed, a lien may be recorded against the member's property in the office of the Freestone County Clerk. The owner will be charged a fee for such lien. No lien will be recorded unless a majority of the members of the Board approves the decision to record the lien. Pursuant to Texas Property Code Section 209.0094, a lien, lien affidavit, or other instrument evidencing the nonpayment of assessments to the Association and filed in the official public records of Freestone County is a legal instrument affecting title to a real property.

10) Notice of Recordation of Lien

A copy of the lien will be sent to every person whose name is shown as an owner of the property in the Association's records, via certified mail. Any lien recorded by the Association will remain as an encumbrance against the property until the debt secured thereby is satisfied.

11) Release of Lien

The Association will record a release of lien within twenty-one (21) days of receipt of full payment to satisfy a lien, and provide a copy thereof to the member.

12) Suspension of Privileges

Without prejudice to its right to continue with and/or take other collection action, in the event an assessment is not paid within six (6) months of its due date, a member's right of use of common areas and facilities may be suspended.

13) Foreclosure

Should the Deed Restrictions of April Cove include an amendment granting a right to foreclose on real property for unpaid amounts due to the Association, the Board may proceed with the foreclosure process as stipulated in the Texas Property Code.

“Exhibit D”
Delinquent Assessment Collection Policy
April Cove Maintenance Fund, Inc.

14) Recovery of Reasonable Costs

The Association may recover all reasonable costs incurred in collecting any delinquent assessment, including reasonable attorney's fees.

15) Returned Check Charge

The Association will invoice for reimbursement of any charges for all checks returned as “non-negotiable”, “insufficient funds” or any other reason.

16) Mailing Addresses

All above-referenced notices will be mailed to the member(s) at the last mailing address of record provided in writing to the Association by the member.

17) The Association's Address

Any payments, notices or requests sent to the Association should be sent to the following address:

April Cove Maintenance Fund, Inc.
P.O. Box 323
Streetman TX 75859

18) Revisions

The Board of Directors of the Association reserves the right to modify or amend this collection policy at any time. Exceptions may be considered on a case-by-case basis, if the Board finds good cause to do so and documents found cause.

"Exhibit E"
Payment Plan Agreement
April Cove Maintenance Fund, Inc.

This payment plan agreement was approved by the Board of Directors of April Cove Maintenance Fund, Inc. on the 5th day of October, 2011.

This Payment Plan Agreement for assessments is made and entered into by and between

_____ whose address of record is

_____ ("property owner") and April Cove Maintenance Fund, Inc. ("the Association"). Property owner and the Association have entered into a payment plan agreement and property owner agrees to make payments in accordance with the terms provided below:

\$_____ is to be received by April Cove Maintenance Fund, Inc., P.O. Box 323, Streetman TX 75859 on or before the _____ day of **every month** until the outstanding balance is paid in full. As of _____, 20____, the outstanding balance is \$_____. **First payment is due** the _____ day of _____, 20____. The unpaid balance may be paid in full at any time during this agreement period.

I have read the Payment Plan Agreement. I understand and accept all its terms in full. I have been given a copy of the Assessment Collection Policy and understand the possible consequences for failure to make timely payments.

Property Owner(s) Name (Printed): _____

Property Owner(s) Signature: _____

Property Owner(s) Signature: _____

Date: _____, 20____

Board of Director's Name (Printed): _____

Board of Director's Signature: _____

Date: _____, 20____

Please Mail Signed Agreement and Payments To:
April Cove Maintenance Fund, Inc.
P.O. Box 323
Streetman TX 75859

"Exhibit F"
Notice of Restrictive Covenants
April Cove Maintenance Fund, Inc.

NOTICE OF MEMBERSHIP IN PROPERTY OWNERS' ASSOCIATION CONCERNING THE
PROPERTY AT (STREET ADDRESS OR LOT NUMBER(S) AND SECTION NUMBER),
APRIL COVE SUBDIVISION

As a purchaser of property in April Cove, you are obligated to be a member of a property owners' association. Restrictive covenants governing the use and occupancy of the property and all dedicatory instruments governing the establishment, maintenance, or operation of this residential community have been or will be recorded in the real Property Records of Freestone County. Copies of the restrictive covenants and dedicatory instruments may be obtained from the county clerk.

You are obligated to pay assessments to the property owners' association. The amount of the assessments is subject to change. Your failure to pay the assessments could result in enforcement of the association's lien on your property.

Section 207.003, Property Code, entitles an owner to receive copies of any document that governs the establishment, maintenance, or operation of a subdivision, including, but not limited to, restrictions, bylaws, rules and regulations, and a resale certificate from a property owners' association. A resale certificate contains information including, but not limited to, statements specifying the amount and frequency of regular assessments and the style and cause number of lawsuits to which the property owners' association is a party, other than lawsuits relating to unpaid ad valorem taxes of an individual member of the association. These documents must be made available to you by the property owners' association or the association's agent on your request.

Date _____

Signature of Purchaser

FILED FOR RECORD IN
Freestone County
Linda Jarvis
COUNTY CLERK
ON: Nov 01, 2011 AT 01:20P
as Recordings
Document Number: 01105149
Total Fees : 72.00
Receipt Number - 110136
By: Levi Whiteside, Deputy