

Lake Padre Village Home Owners Association By-Laws

Rev A: 10/25/2022

A Texas Nonprofit Corporation (Association)

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Article I. Name and Purpose

The purpose and purposes for which the non-profit corporation has been formed is to ensure the permanent upkeep, maintenance, improvements as well as the administration of all Common Areas, Recreation Areas and Open spaces (as defined in the Charter herein described) of the Lake Padre Village, a single family addition in the City of Corpus Christi, Texas according to the map or plat thereof recorded in the Map of Records, Nueces County, Texas;

- to assure the upkeep, maintenance, improvements and administration any additional property which may be later acquired by or placed under the control of Lake Padre Village Home Owners Association
- to levy and collect annual and special assessments from each owner and the furtherance of the same, and more generally, to carry out the functions and exercise the powers in the Certificate of Formation for Lake Padre Village Home Owners Association, Inc.

Section 1.01 Name

The NAME of this organization shall be the (Lake Padre Village Home Owners Association, Inc.), hereafter referred to as THE ASSOCIATION. It shall be a nonprofit organization incorporated under the laws of the State of Texas.

Section 1.02 Purpose

The Bylaws shall govern the Corporation and its members and facilitate the fulfillment of the purposes provided in the Articles of Incorporation. The purpose and purposes for which the non-profit corporation has been formed is to ensure the upkeep, maintenance, improvements and administration of the Common Areas, Recreation Areas and Open spaces (as defined in the Charter herein described) of the Lake Padre Village Home Owners Association, a single family addition in the City of Corpus Christi, Texas according to the map or plat thereof recorded in the Map of Records, Nueces County, Texas;

- to assure the upkeep, maintenance, improvements and administration any additional property which may be later acquired by or placed under the control of Lake Padre Home Owners Association;
- to levy and collect annual and special assessments from each owner and the furtherance of the same, and more generally, to carry out the functions and exercise the powers in the Certificate of Formation for Lake Padre Village Home Owners Association, Inc.

The Association may have such office in Nueces County, Texas as the Board may determine or as the Association affairs may require.

Section 1.03 Definitions

The words used in these By-Laws shall be given their normal, commonly understood definitions. Capitalized terms shall have the meaning ascribed to them in the Community Charter for the Association recorded by DMPI Beach Investment LLC, a Texas limited partnership (“Developer”), with the County clerk of Nueces County, Texas, as may be amended (the “Charter”). The term majority is used in these By-Laws, means those votes, Owners, or other group, as the context may indicate, meaning more than 50% of the total eligible number.

Article II. MEMBERSHIP.

Section 2.01 Eligibility for Membership

The Association will have two types of memberships. The “Members” and the “Developer” as fully described in the Charter. Provisions of the charter pertaining to membership are incorporated by this reference. Any current resident of, or Owner of property in, the Lake Padre Village PUD, bounded by Granada drive Sec E, lots 1 & 2 Padre Island Corpus Christi, Texas, are automatically Members in the Association upon full payment of the annual dues, and completion of an Application for Membership form.

Section 2.02 Honorary Membership

Any person may acquire Honorary membership in the Association, upon full payment of the Association dues, by a majority vote of the Membership at a regularly scheduled meeting. Honorary Membership entitles the person to a mailed copy of each newsletter and free participation in neighborhood events for one year from the date of membership. Honorary Membership does not, however, include voting rights. Honorary membership is limited to use of Common Area such as pool and mooring docks.

Section 2.03 Annual Dues

The amount required for annual dues shall be \$350.00 each month unless changed by a majority vote of the members in attendance at an annual meeting of the full membership. Full payment of the annual dues will entitle the Resident or Property Owner to full membership privileges for one year from the date of payment. Dues may, on occasion, be paid by donation of comparable products or services to the Association, by prior approval of the Officers of the Association.

Section 2.04 Voting Rights

Members shall have voting rights as are set forth in the Charter, which provisions are specifically incorporated by this reference. The full payment of the annual dues will entitle each person over age eighteen in the Member’s household (excluding Honorary Members) to one vote each in all Association elections.

Section 2.05 Proxies.

Members may vote in person or by proxy, subject to the limitations of Texas law and subject to any specific provision to the contrary in the charter or the bylaws. Every proxy shall be in writing, shall identify the unit for which it is given, shall be signed by the

member were the members duly authorized attorney-in-fact, and shall be dated and filed with the Association's secretary prior to the meeting for which it is to be effective. Unless the proxy specifically provided otherwise, a proxy shall be presumed to cover all votes which the member giving such proxy is entitled to cast, and in the event of any conflict between the two or more proxies reporting to cover the same voting rights, the later dated proxy shall prevail, or if dated as of the same date both shall be deemed invalid.

Every proxy shall be revocable and shall automatically cease upon:

- a) conveyance of any Unit for which it was given,
- b) the Secretary's receipt of written notice of revocation of the proxy or of the death or judicially declared incompetent of a member who is a natural person, or
- c) 11 months from the date of the proxy, unless a different period is specified in the proxy, except that no proxy shall be affective for longer than 3 years.

Section 2.06 Termination Of Membership

Membership in the Association is automatically terminated whenever the Member is in default of payment of the annual Association Dues. A member may also be removed by a majority vote of the membership.

Section 2.07 Resignation

Any Member may resign by filing a written resignation with the Secretary of the Association. Such resignation shall not relieve the resigning Member of the obligation to pay any dues, assessments, or other charges theretofore accrued and unpaid. Upon resignation, however, the resigning Member will be refunded any unaccrued dues on a pro-rated basis. And/Or, when the Member moves from the neighborhood.

Section 2.08 Initiation Fees

The HOA initiation fee shall be \$2,100.00 due at closing.

ARTICLE III. DIRECTORS.

Section 3.01 Directors.

The Association Board shall consist of three to five directors as provided in Section 3.3.:

Section 3.02 Selection of Director; Term of Office

- A) **Initial Board.** The initial Board shall consist of the three Directors identified in the Articles of Incorporation, who shall serve until their successors are appointed or elected as provided in this section.
- B) **Directors during Developer Control and Sell Period.** Except as otherwise provided in this subsection B, the Developer member may appoint, removed, and

replaced Board members until termination of the Developer Control. period during such period, the Owner members shall be entitled to elect a minority of the total number of the Directors according to the following schedule (Directors elected by the Owners members are referred to as "Owner Directors");

- I. Within 60 days after the time the Owners other than the Developer, developer affiliates or builders own 30% of the maximum number of units permitted by the charter or whenever the developer earlier determines, the Board shall be increased to 4 directors and the President shall call for an election by which the Owner members, as a group, shall be entitled to elect one of the four directors. The remaining Directors shall be appointed by the Developer. The Owner Directors shall be elected for 2 years or until the happening of the event described in subsection below, which is shorter period if such Directors term expires prior to the happening of the event described in section below a successor elected for a like term.
- II. Within 60 days after the time that Owners other than the Developer, Developer Affiliates, or Builders own 60% of the maximum number of units permitted by the charter or whenever the Developer earlier determines, the Board shall be increased to 5 Directors and the President shall call for an election by which the Owner members, shall be entitled to elect two of the 5:00 directors. The Developer shall appoint the remaining 3 Directors. The Owner Directors shall be elected for a term of 2 years or until the happening of the event of drive in sub section below, whichever is shorter period is such directors terms expire prior to the happening of the event described in the event described in subsection blow, whichever is shorter. If such directors terms expired prior to the happening of the event described in sub section below, successors shall be elected for a like term.
- III. Director after the Developers Development and Sell Period. Not later than termination of the Developers Development and Sell, the Presidents shall call for an election by which the Owner members shall be entitled to elect all 5 directors. three directors shall be elected to serve until the 1st annual meeting following their election and two Directors shall be elected to serve until the 2nd annual meeting following their election, as such Directors determine among themselves. Thereafter it, upon expiration of the term of the office of each Owner director, the Owner members shall be entitled to elect a successor to serve a term of 2 years Owner directors shall hold office until their respective successors have been elected. Directors may serve any number of consecutive terms.

IV.

TRANSITION OF CONTROL OF BOARD OF DIRECTORS			
Initial Board	30% of Total Units Conveyed	60% of Total Units Conveyed	Termination of Developer Control Period
Developer	Owner	Owner	Owner
Developer	Developer	Owner	Owner
Developer	Developer	Owner	Owner
	Developer	Developer	Owner
		Developer	Owner

Section 3.03 Nomination and Election Procedures

- a) **Nomination of Candidates.** At least 30 days prior to any election of Owner Directors, the Board shall appoint a Nominating Committee consisting of a chairman, who shall be a Board member, and three or more Owners or representatives of Owners. The Nominating Committee shall serve until the close of the election for which they were appointed. The names of the nominating committee members shall be announced in the notice of each election.

- b) In preparation for each election, the Nominating Committee shall meet and make nominations for election to the Board as it shall in its discretion determined, but in no event less than the number of positions to be filled by the Owner Directors at such election. And making its nominations, the nominating committee shall use reasonable efforts to nominate candidates representing the diversity that exists within the full of potential candidates nominations shall also be permitted from the floor at the meeting at which any election is held all candidates shall have a reasonable opportunity to communicate their qualifications to the members and to solicit votes.

- c) **Election Procedures.** At each election, voting shall be by written ballot. Each member may cast all votes assigned to such Members Unit for each position to be filled by an Owner Director.

In the event of a tie vote, Board shall call for a runoff election among the candidates receiving the same number of votes. Such election shall be held by mail, with ballots to be sent by first class mail to each member entitled to vote within 10 days after the meeting at which the original election was held.

Section 3.04 Governing Body Qualifications

The Board shall govern the associations affairs. Each director shall have one vote. Except we're respect to directors appointed by the Developer member, directors shall be Owners or residents. However, no Owner and resident representing the same unit

may serve on the Board at the same time. A resident shall be a natural person 18 years of age or older who's principle residents is a unit within Lake Padre Village.

If an Owner is not an individual, any officer, director, partner, or any trust officer of such Owner shall be eligible to serve as a director are unless a written notice to the Association signed by the Owner specifies otherwise. However, no Owner may have more than one such representative on the Board at a time except in the case of directors that the Developer Member appoints.

[Section 3.05 Election of Officers.](#)

The Directors shall be elected by majority vote at the annual meeting of the full membership.

[Section 3.06 Governing Body Qualifications](#)

The Board shall govern the Association affairs. Each director shall have one vote. Except with respect to directors appointed by the Developer member, directors shall be Owners or residents. However, no Owner or resident representing the same unit may serve on the Board at the same time. A resident shall be any natural person 18 years of age or older who's principle residence is a unit within Lake Padre Village

[Section 3.07 Duties](#)

The duties of the Directors are as follows:

- 1) The PRESIDENT shall be the principal executive officer of the Association and shall preside over all meetings, represent the Association on public occasions, and make such committee appointments from the membership as shall be deemed advisable for the effective conduct of the work of the Association.
- 2) The VICE-PRESIDENT shall assist the President as the President requests, and represent the Association on appropriate occasions. The Vice-President shall also, in the absence or disability of the President, perform the duties and exercise the powers of the President of the Association.
- 3) The TREASURER shall collect, safeguard, disburse and make periodic reports of all funds collected in the name of the Association.
- 4) The SECRETARY shall keep attendance records and record the proceedings of all meetings, maintain adequate records of the Association activities, and conduct such official correspondence as shall be required.
- 5) The duties of the officers shall not be limited as enumerated above, but they may discharge in addition such duties as are assigned by the Association Membership.
- 6) Unless so authorized, no officer shall have any power or authority to bind the Association by any contract or engagement, to pledge its credit, or to render it liable for any purpose or in any amount.

The Boards duty shall include, without limitation:

- a) preparing and adopting comment in accordance with the charter, an annual budget establishing each Owners share of the common expenses and any limited common area expense
- b) levying and collecting assessments from the Owners
- c) providing for the operation, upkeep, and maintenance of the area of common responsibility consistent with the communitywide standard
- d) designating, hiring, and dismissing personnel necessary to carry out the association's rights and responsibilities and comma were appropriate, providing for compensation of such personnel and for the this of equipment, and materials to be used by such personnel in performance of their duties;
- e) opening bank accounts on the Association's behalf and designating the signatories required
- f) depositing all funds received on the Associations behalf in a bank deposit ori which it shall approved and using such funds to operate the Association to make: however, in the Boards business judgment any reserved funds positive and deposit in other than banks
- g) making or contracting for the making of repairs, additions, and improvements to or alterations of the common areas in accordance with the governing documents
- h) determining when action to enforce the governing documents is appropriate and the nature of any sanctions to be imposed, and bringing any proceedings which may be instituted on behalf or against the Owners in the Association, however, the associations of obligations in this regard shall be conditioned in the manner provided in the charter and section 3.18 below
- i) obtaining and carrying property, liability insurance and fidelity bonds, as provided in the charter, paying the cost of thereof and filing and adjusting claims, as appropriate
- j) paying the cost of all services rendered to the Association
- k) keeping a detailed accounting of the Association's receipts and expenditures
- l) Making available to any perspective purchaser of a Unit, any Owner, and the holders, insurers, and guarantors of any Mortgage on any Unit, current copies of the, governing documents and all other books, records, and financial statements of the Association as provided in Section 6.02 and;
- m) indemnifying a Director, officer or committee member, or former director, officer or committee member of the Association to the extent such indemnity is required by Texas law, the Articles, or these By-laws.

Section 3.08 Vacancies and Removal from Office

Any Officer may be removed by a majority vote of the members of the Association (excluding the Officer to be removed). Upon the death, removal, resignation, or incapacity of an Officer of the Association, a majority of the Association shall elect a successor.

Section 3.09 Management

The Association shall be managed by the Officers so elected, with powers consistent with the Articles of Incorporation and these Bylaws of the Association.

Section 3.10 Mandatory Arbitration of Certain Claims,

The Association shall submit any claim or dispute arising out of construction, modification or expansion of the Common area or areas of Common Responsibility to mandatory, binding arbitration as provided in the charter.

ARTICLE IV. MEETINGS of MEMBERS.

Section 4.01 Place Of Meetings

Meetings of the Members shall be held at the principal business office of the association or at any other place the President or a majority of the Members may from time to time select.

Section 4.02 Regular Meetings

Regular meetings of the Association shall be held quarterly, at a time and place designated by the President.

Section 4.03 Annual Meeting

An annual meeting of the Members shall be held in the month of June of each year, if possible. At such meeting, the Members shall elect the Officers of the Association, receive reports on the affairs of the Association, and transact any other business which is within the power of the Members. If an annual meeting has not been called and held within six months after the time designated for it, any Member may call the annual meeting.

Section 4.04 Special Meetings

Special meetings of the Members may be called by the President, by a majority of the Officers of the Association, or by ten percent (10%) or more of the Members entitled to vote.

Section 4.05 Notice of Meetings

A written or printed notice of each meeting, stating the place, day, and hour of the meeting, shall be given by the Secretary of the Association, or by the person authorized to call the meeting, to each Member of record entitled to vote at the meeting. This notice shall be given at least seven (7) days before the date named for the meeting with the exception of, Regular Monthly Meetings for which, once a firm date, time and place have been publicized to all the members, no further notice shall be required. Delivery notice will be mail and/or email,

Section 4.06 Quorum

Except as these bylaws or the charter otherwise provide, the presence of members or their proxies representing at least 10% of the total votes in the Association and, during

the development and sell period, the Developer shall constitute a quorum at all Association meetings.

Section 4.07 Action Without a Meeting

- a) Any action that the Charter, the Articles, or applicable law requires to be taken at a meeting of the members may be taken without a meeting, without prior notice and without a vote, if all members entitled to vote on such matter sign a written consent specifically authorizing action. Such consent shall be signed within 180 days after receipt of earliest dated consent, dated, and delivered to the Association. Such consent shall be filed with the Association's minutes and shall have the same force and effect as a vote of the members at a meeting.
- b) Alternatively, any action that may be taken at a meeting for the members or maybe taken without the meeting if (i) the Association makes or delivers a written ballot or consent form to every person entitled to vote for the action, setting forth the proposed action and providing an opportunity to approve or disapprove the proposed action; and (ii) the number of votes cast by written ballot equals or exceeds the quorum required for a meeting to consider such action; and (iii) the number of votes cast in favor of the proposed action equals or exceeds the number of votes that would be required at a meeting if the total number of votes cast were the same as the number of votes cast by written ballot. Solicitations by written ballot must indicate the number of responses needed to satisfy a quorum requirement, the percentage of votes necessary to approve any action then election of directors, and the deadline for receiving the ballot in order to be counted. A written ballot may not be revoked. The Board shall notify the Members of the results of the vote within 30 days after the expiration of the voting period.

ARTICLE V. VOTING.

Section 5.01 Voting

All issues shall be decided by a majority vote of members present at the meetings.

Section 5.02 Voting By Mail

Where Officers are to be elected by Members, or any changes in the Bylaws are to be voted on, or any other election is to be made whereby a count of the votes of all members may be desired, such election may be conducted by mail or by distribution ballot in such manner as the officers of the Association shall determine advisable.

Section 5.03 Open Meetings, Executive Session

- a) Subject to the provisions of Subsection 5.03 b and Section 5.04, all Board meetings shall be opened to attendance by all members or their representatives, but only directors may participate in any discussion or deliberation unless a director request that attendees be granted permission to speak, in such case, the president may limit the time any such individual may

speak. The Board shall make agendas for its meetings reasonably available for examination by all members or their representatives prior to the meeting.

- b) Notwithstanding the above, the President may adjourn any Board meeting and reconvene in executive session, and may restrict attendance to Directors and such other persons as the Board may specifically invite and announced during the open portion of the Board meeting, to discuss matters of a sensitive nature, such as a pending or threatened litigation, personnel matters, and such other matters as the Texas Nonprofit Corporation Act may specifically authorize.

Section 5.04 Action Without a Formal Meeting

Any action to be taken or which may be taken at a Board meeting may be taken without a meeting if a written consent setting forth the action so taken is signed by the number of Directors that would be required to take the same action at a Board meeting at which all the Directors were present. Such consent shall have the same force and effect as a vote at a meeting. The Board shall promptly notify all directors of any action so approved and the effective date of such action and provide each director with a copy of the signed written consent.

ARTICLE VI. COMMITTEES

Section 6.01 Authorization to Establish Committees

The Association may establish committees as deemed necessary to pursue its stated objectives. Members of Committees shall be appointed by the President.

In addition to the transition committee appointed pursuant to Section 6.02 and such committees as the Developer or Board may appoint pursuant to the Charter, the Board may appoint such other committees as it deems appropriate to perform such task and to serve for such periods as the Board may designate by resolution. Each committee shall operate in accordance with the terms of such resolution.

Section 6.02 Activity Committee

In addition to such other committees as the Board may establish pursuant to this Article 6, the Board may appoint or allow the Owner members to elect an activities committee to make recommendations to the Board regarding the use of community enhancement fees collected pursuant to the charter and to use such fees, to initiate and facilitate activities, programs, and services designed to enhance the sense of community within Lake Padre Village as described in the Charter.

Section 6.03 Covenants Committee

In addition to any other committee the Board may establish pursuant to section 6.1 the Board may appoint a covenant committee consisting of at least 3 and no more than 5 Owners acting in accordance with the provisions of the Charter, these By-laws, and resolutions the Board may adopt, the Covenant meeting, if established, shall be the

hearing tribunal of the Association and shall conduct all hearings held pursuant to Article 9 of these By-Laws, the Covenant Committee shall have no responsibility for seeking out violations of the Government Documents.

ARTICLE VII. FINANCES

Section 7.01 Expenditures

Expenditures of funds amounting to over One Hundred Dollars (\$1,000) in any month must be approved by majority vote of the Membership present at any properly-announced meeting of the Membership.

Section 7.02 Financial Reports

Quarterly and Annual Financial Reports shall be prepared by the Treasurer and presented to the Members at the quarterly and annual meetings.

Section 7.03 Compensation of Directors and Officers

The Association is a Non-Profit corporation and shall not compensate directors and officers for acting as such. The Association may reimburse any director or officer for expenses he or she incurs she incurs on the behalf of the Association. Upon approval of a majority of other directors. Nothing herein shall prohibit the Association from compensating a director or officer, or any entity with which a director or officer is affiliated, for services or supplies he or she furnishes to the Association in a capacity other than as Director or officer.

Section 7.04 Rights of Developer Member to Disapprove Actions

So long as there is a Developer Membership, the Developer Member shall have a right to disapprove any action, policy, or program the Association, the Board and any committee which, in the Developer sole judgment, would tend to impair rights of the Developer or Builders under the Charter or these By-laws, interfering with development or construction of any portion of Lake Padre Village, or diminish the level of service is the Association provides. The Board shall not implement any action, policy, or program subject to the right of disapproval set forth herein until and unless the requirement of this section has been met.

The managing agent shall not accept I remuneration from vendors, independent contractors, or others providing goods or services to the Association, whether in the form of commissions, finders fees, service fees, prizes, gifts, or otherwise; anything of value received shall benefit the Association. The managing agent shall promptly disclose to the Board any financial or other interest which they may have in any firm providing goods or services to the Association.

Section 7.05 Accounts and Reports

- a) The Board shall follow the following accounting standards unless the Board by resolution specifically determines otherwise:

- I. accounting and controls should conform to general accepted accounting principles; and
 - II. The associations cash account shall not be commingled with other accounts.
- b) commencing at the end of the quarter in which the 1st unit is sold and closed. Financial reports shall be prepared for the association at least quarterly containing.
- I. an income statement reflecting all income and expense activities for the preceding.:
 - II. a statement reflecting all cash receipts and disbursements for the preceding:
 - III. a Variance report reflecting the status of all accounts in an actual versus approved budget format:
 - IV. a balance sheet as of the last day of the preceding: and
 - V. a delinquency report listing all Owners who are delinquent in paying any assessments at the time of the report (any assessment or installation thereof, shall be considered to be delinquent on the 15th day following the due date unless the Board specifies otherwise by resolution).
- c) An annual report consisting of at least the following shall be made available for members review within 180 days after the close of the physical year:
- I. A balance sheet: return
 - II. an operating income statement: I
 - III. a statement of changes in financial position for the year.

Such an annual report shall be prepared on an audited reviewed or compiled as is as the Board determines.

[Section 7.06 Borrowing](#)

The Association shall have the power to borrow money for any legal purpose. However, the Board shall obtain membership approval in the same manner provided in the Charter for special assessments if the proposed borrowing is for the purpose of making discretionary capital improvements and the total amount of such borrowing, together with all other debt incurred but then the previous 12 month period, exceeds or would exceed 20% of the associations budgeted gross expense for that physical year.

[Section 7.07 Budget Deficits During Development Period](#)

During the Development Period the Developer may advance funds to the Association with interest to satisfy the debt, if any, in any physical year between the actual operating expenses of the Association (exclusive of any allocation of capital reserves) and the annual and special assessments for such fiscal year. Such advances shall be evidenced by promissory notes to the Developer and paid back to the developer if and to the extent that sufficient funds are generated in future years until such time the

Developer no longer has the authority to appoint the Directors and Officers of the Association.

Section 7.08 Right to Contract

The Association shall have the right to contract with any person for the performance of various duties and functions. This right shall include, without limitations, the right to enter into common management, operational, or other agreements with trusts, condominiums, cooperatives, or neighborhood and other Owners or residents Association's, within and outside Lake Padre Village.

Section 7.09 Agreements, Contracts, Deeds, Checks, Etc.

All Association agreements, contacts, deeds, leases, checks, and other instruments shall be executed by at least two officers or by such persons or persons as the Board may designate by resolution.

ARTICLE VIII AMENDMENTS

Section 8.01 Procedure

These Bylaws may be amended by a two-thirds majority vote of those present at any regular meeting of the Members of the Association, provided seven days written notice of the proposed amendment and of the meeting is given.

ARTICLE IX ACCEPTANCE OF BYLAWS

Section 9.01 Voting

Acceptance of these Bylaws shall be by a two-thirds majority vote of those present at any regular meeting of the Members of the Association, provided written copies of the Bylaws and written notice of the meeting is given to all Members at least seven days prior to the meeting.

ARTICLE X. NON-COMPLIANCE WITH BYLAWS

Section 10.01: Non-Compliance Penalties.

Noncompliance with the By-Laws of the Association may result in termination of membership for the offender, upon a two-thirds majority vote by the membership of the Association. Under no circumstance will noncompliance with any section of these By-Laws constitute the forfeiture of the rights of the Association to exist or the rights of the Association to enforce the By-Laws of the Association.

The Association shall have the power, as provided in the Charter, to impose sanctions for any violation of the governing documents. To the extent specifically required by the Charter or Texas law, the Board shall comply with the following procedure prior to imposition of such sanctions.

Section 10.02 Notice and Response

The alleged violator shall respond to the notice of alleged violation in writing within a 30-day period, regardless of whether the alleged violator is challenging the imposition of the proposed sanctions, or the proposed sanction shall be imposed. If the alleged violator cures the alleged violation and notifies the Board in writing within such 30-day period the Board may, but shall not be obligated to, waive the sanctions. Such waiver shall not constitute a waiver of their right to sanction further violations of the same or other provisions and rules by any person.

The Board or it's delegate shall serve the alleged violator with written notice, by certified mail, return receipt requested, describing the alleged violation or property damage in which is the basis of the proposed sanction or the amount due to the Association, as applicable; Describing the proposed sanction to be imposed; And informing the alleged violator that he or she has sixty days after receipt of the notice to present a written request for a hearing to the Board or the Covenants Committee, if one has been appointed pursuant to article 6; and informing the alleged violator that he or she may avoid the proposed sanction by curing violation within a reasonable cur period, stated in the notice. Except that the Association shall have no obligation to provide a cure, if the alleged violator has been given notice of similar violation within the preceding 6 months period. If the hearing is to be held before a Covenants Committee, the notice shall also state that the alleged violator has the right to appeal the decision of the Covenant Committee to the Board.

Prior to the effectiveness of sanctions imposed pursuant to this Article, proof of proper notice shall be placed in the minutes of the Board or covenants committee, as applicable. 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 officer, director, or agent who delivered such notice. The notice requirement shall be deemed satisfied if the alleged violator or its representative request and appears at the hearing.

Section 10.03 Hearing

If a hearing is requested within the allotted 30-day period, the hearing shall be held before the Covenants Committee, or if one has not been appointed, then before the Board in executive session within 30 days after receipt of the alleged violators request. Either the Board or the alleged violator may request postponement of up to 10 days and such postponement shall be granted. Additional postponements may be granted upon agreement of both the Association and the alleged violator. The Board shall notify violator at least 10 days prior to the hearing of the time, date, in place of the hearing. At the hearing, the alleged violator shall be afforded a reasonable opportunity to be heard and shall be entitled to make an audio recording of the hearing. The minutes of the meeting of the Board or covenants committee comma as applicable shall contain a written statement of the results of the hearing. (i.e. the Boards or Committee's decision) and sanctions, if any, to be imposed. Written notice of the decision shall be mailed to the violator within three days after the hearing.

If a timely request for a hearing is not made, the sanctions stated in the notice shall be imposed unless the violation is cured within the cure period sated in the notice.

Section 10.04 Appeal

Following a hearing before the Covenants Committee, the violators shall have the right to appeal the decision to the Board, To exercise this right, the violators must deliver a written appeal to the Association's manager, President, or Secretary within 10 days after the hearing.

Article XI Miscellaneous

Section 11.01 Fiscal Year

The Associations fiscal year shall be the calendar year unless the Board establishes a different fiscal year by resolution.

Section 11.02 Parliamentary Rules

Except as may be modified by Board resolution, Robert's Rules of Order (current edition) shall govern the conduct of Association proceeding when not in conflict with Texas Law or the Governing Documents.

Section 11.03 Conflicts

If there are conflicts among the provisions of Texas law, the Articles of Incorporation, the Charter, and these Bi-Laws, the provisions of Texas law, the Charter, the Articles of Incorporation, a the By-laws (in that order) shall prevail.

Section 11.04 Books and Records

- a) Turnover of the Books and Records. Within 60 days after termination of the Developer's Control and Sale period, the Developer shall deliver to the Association all property, books and records of the Association in the Developer's possession.
- b) Inspection by Members and Mortgages, The Board shall make available for inspection and copying by any holder, insurer or guarantor of a first Mortgage on a Unit, and Member, or duly appointed representative of any of the foregoing at any reasonable time and for the purpose of reasonably related to his or her interest in the Unit.
- c) Rules for Inspection. The Board shall establish rules with respect to:
 - i) notice to be given to the custodians of the records
 - ii) hours and days of the week when such an inspection may be made, and
 - iii) payment of the cost to reproduce the documents requested
- d) Inspection by Directors, Every Director shall have the absolute right at any reasonable time to inspect all Association books, records, and documents and the physical properties owned or controlled by the Association. A Director's right of inspection includes the right to make a copy of relevant documents at the Associations expense.

Section 11.05 Notices

- a) Form of Notices and Method of Delivery. Except as otherwise provided in the Charter core these By-laws or by Texas law, all notices, demands, bills statements, or other communications under the Charter or those By-Laws shall be in writing and may be delivered in person, by United States , by private courier, or if the intended recipient has given his prior written authorization to use such methods of delivery or electronic mail with written confirmation of transmission.
- b) Delivery Address Notices shall be delivered or sent to the intended recipient as follows;
 - i) If to a Member, at the address, telephone number or email address which the member has designated in writing and filed with the Secretary or if no such address has been designated at the address of the unit of such member
 - ii) If to the Association, the Board, or a committee of either, at the address, or email address of the principle office of the Association or its managing agent, or at such other address as the Association has designated I notice in writing to the members pursuant to this section or;
 - iii) if to the Developer, at the Developers principle address as it appears on the Secretary of State's records, or at such other address as the developer shall designate by notice in writing to the Association pursuant to this section.
- c) Effective Date. Notices sent in accordance with subsection (a and (b shall be deemed to have duly given and effective;
 - i) if delivered by United States mail, when deposited with the U. S. Postal Service comma correctly addressed, with first class or higher priority postage prepaid;
 - ii) If said personally or by private Courier , when actually delivered to the address of the intended recipient, as evidenced by the signature of the person at such address who accepts such deliveries;
 - iii) if sent by telephone or electronic mail, upon transmission, as evidenced by printed confirmation of transmission.

Section 11.06 Amendment

Until termination of the developer control and sell, developer member may unilaterally amend these By-Laws for any purpose.

- a) The Board of directors may unilaterally amend these by laws but the consent of the Developer member during the Developer Control and Sell, and thereafter, unilaterally, (i) to correct clerical, typographical or technical errors; (ii) to bring any provision into compliance, comply with any applicable governmental statute, common rule, regulation, or judicial determination;

- (iii) To comply with the requirements, standards or guidelines of any institutional or governmental lender, purchaser, insurer, or guarantor of mortgage loans, including, for example, the Federal National Mortgage Association or Federal Home Loan mortgage Corporation; (iv) or to satisfy the requirements of any local, state, or federal government agency.
- b) Except as provided above, these By-Laws may be amended only by the affirmative vote or written consent, of any combination thereof, of Owner Members entitled to cast representing at least 60% of the total eligible votes in the Association, and the consent of the Developer member, if such exist. Notwithstanding the above, the percentage of votes necessary to amend a specific clause shall not be less than the prescribed percentage of affirmative votes for action to be taken under that clause.
- c) Any advancement adopted pursuant to sub Section (a) shall be prepared and signed by the Developer. Any amendment adopted pursuant to section (b) shall be prepared and signed by the President or Vice President and by the Secretary or Treasurer of the Association certifying that approval was obtained.
- d) Amendments to these By-Laws shall become effective upon recordation and unless a later effective date is specified there and period any procedural challenge to an amendment shall be made within one year of its recordation, or such amendment they'll be presumed to have been validated and adopted. In no event shall a change of conditions or circumstances operate to amend any provision of these By-Laws.

No amendment may remove, revoke, or modify any right or privilege of the Developer, the Developer member, or any Developer affiliate without written consent of , the Developer member, the Developer affiliate, or the assignee of such right or privilege.

[Section 11.07 Access Easements](#)

The Association hereby creates a perpetual, non-exclusive easement for access to ingress, egress over the Associations roadways for City and other governmental authorities including but not limited to, law enforcement, firefighting, paramedic, rescue, and other emergency vehicles, equipment and personnel, as well as, for school buses, for US Postal Service delivery vehicles and personnel, utility providers and for vehicles, equipment and personal provide providing garbage collection services to the community, however, such easements will not authorize any such persons to enter the community except while acting in their official capacities.

The Association shall maintain drivable surfaces capable of handling the weight of fire apparatus and shall eliminate any obstructions and maintain and enforce a clear path of travel for emergency vehicles with the painting of fire lanes or installation of “No Parking” signs.

The Association shall permit the City to remove obstructions. if necessary, for emergency vehicle access and to assess the cost of removal to the owner of the obstruction.

The Association shall release, indemnify, defend, and hold harmless any governmental entity for damage to:

- a. Private streets reasonably used by government vehicles
- b. Injuries or damages to other persons, properties or vehicles claimed as a result of utilities or street design or construction

Section 11.09 Fire Sprinklers

As stated in the Charter all units in Lake Padre Village are encouraged to have fire sprinklers installed. The fire sprinklers shall be maintained by the owner of the unit and cannot be disabled except for specific maintenance on the fire sprinkler system. The City of Corpus Christi fire department should be notified in advance of the maintenance timeframe by the owner or owner representative.

CERTIFICATION

I, James DeWayne Gray, the undersigned, do hereby certify:

That I am the duly elected and acting President of Lake Padre Village Home Owners Association, Inc., a Texas nonprofit corporation and that the foregoing By-Laws constitute the original By-Laws of the Association, as duly adopted by resolution of the Board of Directors thereof on the 10th day of September 2020.

James DeWayn Gray

I hereby certify the above and forging Bylaws of the Association were adopted as the original Bylaws of the Association by unanimous consent of the Board of Directors without a meeting per Article 9.10 of the Texas Non-Profit Corporation act on the 10th day of September 2020.

Ann Gray

Secretary

Notarial Seal

Notary Public

My commission expires on _____