



**REVISED BYLAWS OF THE SHADY ACRES  
PROPERTY OWNERS' ASSOCIATION, INC.**

**BURNET COUNTY**

**MARBLE FALLS, TEXAS 78654**

**RECORDED MAY, 2012**

ARTICLE 1	PROPERTIES
ARTICLE 2	PURPOSE
ARTICLE 3	OFFICE
ARTICLE 4	MEMBERS
ARTICLE 5	MEETING OF MEMBERS
ARTICLE 6	BOARD OF DIRECTORS
ARTICLE 7	OFFICERS
ARTICLE 8	COMMITTEES
ARTICLE 9	COMMUNICATIONS
ARTICLE 10	PARLIAMENTARY PROCEDURE
ARTICLE 11	ASSESSMENTS AND LIENS
ARTICLE 12	RESPONSIBILITIES
ARTICLE 13	LIABILITIES
ARTICLE 14	INDEMNIFICATION
ARTICLE 15	FINANCES
ARTICLE 16	BOOKS AND RECORDS
ARTICLE 17	FISCAL YEAR
ARTICLE 18	AMENDMENTS OF BYLAWS

ENCLOSURE #1 SHADY ACRES SUBDIVISION PLAT

ENCLOSURE #2 TRANSFER OF RESPONSIBILITIES OF MANAGEMENT OF SHADY ACRES FROM KATHLEEN BARNETT TO SHADY ACRES PROPERTY OWNERS' ASSOCIATION, DATED NOVEMBER 17, 1988

## SHADY ACRES PROPERTY OWNERS' ASSOCIATION, INC.

### ARTICLE 1- PROPERTIES

Shady Acres Subdivision # 1 Lots No One (1) to Eighty-eight (88) inclusive, Shady Acres Section One (1), a subdivision in Burnet County, Texas, according to the map or plat of said subdivision of record in Volume One (1), Page Twenty-eight (28) of the Plat Records of Burnet County, Texas (Reference Enclosure #1)

Shady Acres Subdivision #2 Lots No Eighty-nine (89) to One hundred ninety-two (192) inclusive, Shady Acres Section Two (2) a subdivision in Burnet County, Texas, according to the map or plat of said subdivision of record in Volume One (1), Page Fifty-six (56) of the Plat Records of Burnet County, Texas (Reference Enclosure #1)

### ARTICLE 2- PURPOSE

The purpose of the Shady Acres Property Owners' Association is the maintenance and general upkeep of roads, the enforcement of restrictions as outlined in the original purchase agreement and as amended in subsequent documents, the collection of assessments as outlined in the original purchase agreement and as amended in subsequent documents, resistance to any and all annexation attempts, unless said annexations are approved by a two-thirds vote of the membership and to protect and further the interests of the property owners

### ARTICLE 3- OFFICE

The principal address of the Association will be such post office address within the Shady Acres Subdivisions as the Board of Directors may determine

### ARTICLE 4- MEMBERS

Section 1 - Membership The members of the Association will be all persons who are Owners of Real Property in the Shady Acres Subdivision, Burnet County, Texas

Section 2 Limitations A husband and wife, joint tenants, or tenants in common, will be counted as one (1) member only, with one (1) vote only, regardless of the number of lots owned

Section 3 Transfer Membership in this Association will be automatically transferred to the purchaser of any Property within Shady Acres Subdivision The execution, delivery and recordation in the Deed Records of Burnet County, Texas, will constitute evidence of purchase

### ARTICLE 5- MEETING OF MEMBERS

Section 1 Annual Meeting The annual meeting of the membership will be held on the first Saturday of March The day of the meeting may be changed provided that POA members are notified at least three (3) weeks in advance The annual meeting will be for the of purpose conducting such business as may come before the POA and, in odd years, of electing members as officers of the POA To comply with Open Meeting requirements, notice of the annual meeting will be publicly posted no later than 72 hours prior to the annual meeting

Section 2 Special Called Meetings A special called meeting of the POA members may be requested by the Board of Directors of their own volition, or upon receipt of a written request for such a meeting signed by not less than fifteen (15) POA members. Notice of the meeting and the agenda will be sent to members at least ten (10) days prior to the meeting date. To comply with Open Meeting requirements, notice of a special called meeting will be publicly posted no later than 72 hours prior to a special called meeting.

Section 3 Proxies At any meeting, a POA member may vote by proxy. The proxy must clearly show the date, the member's signature and his/her printed name, and the proxy is to be provided to the Secretary prior to voting. A dated and signed proxy designation may be mailed, sent electronically, or personally delivered to a member of the Board of Directors, or to another POA member.

Section 4 Quorum A quorum at any annual or special called meeting will consist of a majority of the Board of Directors and at least fifteen (15) POA members, either present or represented by proxy. If a quorum is not present, the Board of Directors will call another meeting and notice of this meeting will be sent to the membership at least ten (10) days prior to the new meeting date.

Section 5 Voting A husband and wife, joint tenants, or tenants in common, will be counted as one (1) member only, with one vote (1) only, regardless of the number of lots owned. With the exception of annexation votes, a simple majority vote of the POA members, either present or represented by proxy, will decide each motion.

#### ARTICLE 6- BOARD OF DIRECTORS

Section 1 General Powers The affairs of the Association will be managed by its Board of Directors. All Directors will be property owners in the Shady Acres Subdivisions in Burnet County, Texas.

Section 2 Number and Tenure The number of Directors will be five (5). Each director will hold office for a minimum term of two (2) years.

Section 3 Vacancies Any vacancy occurring in the Board of Directors will be filled by appointment by the President of the POA. A Director appointed to fill a vacancy will serve for the remainder of the vacant term.

Section 4 Meetings A meeting of the newly elected Board of Directors will be held within thirty (30) days after the annual meeting for the purpose of committee assignments and other business. Additional meetings will be scheduled as needed. To comply with Open Meeting requirements, members will be notified at least 72 hours prior to a board meeting. A notice will be publicly posted.

Section 5 Special Called Meetings Special called meetings of the Board of Directors may be called by the President or at the request of any two (2) Directors. Notice of such meetings will be given to each director not less than one (1) full day prior to convening of the meeting. To comply with Open Meeting requirements, members will be notified at least 72 hours prior to a special called board meeting. A notice will be publicly posted.

Section 6 Quorum A majority of the Board of Directors will constitute a quorum for the transaction of business by the Board.

Section 7 Voting A simple majority vote of the Board of Directors will decide each motion.

Section 8 Compensation Directors will not receive any stated salaries or remuneration of any type for their services. Directors will be reimbursed for their reasonable and necessary out-of-pocket expenses in conducting of the business of the POA.

## ARTICLE 7- OFFICERS

Section 1 Titles The officers of the POA, which form the Board of Directors, will consist of the President, First Vice President, Second Vice President, Secretary, and Treasurer.

Section 2 Removal Any officer may be removed from office by a simple majority vote of the general membership, either present or represented by proxy, at any annual or special called meeting of the POA.

Section 3 President The President will be the principal executive officer of the POA and will preside at all meetings of the POA. The President's duties will include the appointment and discharge of committees, making and signing of properly approved agreements in the name of the POA, and verifying that the minutes of all meetings, books, reports, statements and certificates are properly kept and filed. The President will perform all acts incident to the office of President and other acts and duties which may be authorized or required by law, by these Bylaws, or requested by the members at the annual or at special called meetings of the POA.

Section 4 First Vice President The First Vice President will undertake assignments and duties as directed by the President. In the absence of the President, or in the event of a vacancy in that office, the First Vice President will perform the duties and exercise the powers of the President.

Section 5 Second Vice President The Second Vice President will undertake assignments and duties as directed by the President. In the absence of the First Vice President, or in the event of a vacancy in that office, the Second Vice President will perform the duties and exercise the powers of the First Vice President.

Section 6 Secretary The Secretary will keep the minutes and records of the POA and of the Board of Directors. Minutes of the annual meeting and special called meetings will be sent to the POA members within 30 days after the meeting. The Secretary will maintain a record of the correspondence of the POA and the Board of Directors, will keep a list of POA members including their addresses and contact information, will send notice of all meetings to POA members, and will attest to all official records of the POA. In the absence of the Treasurer, the Secretary will perform the duties of Treasurer.

Section 7 Treasurer The Treasurer is the custodian of the POA's funds and will keep an accurate record of all moneys received and will pay all approved bills, keeping proper receipts for all expenditures. At each annual meeting and at meetings of the Board of Directors, the Treasurer will furnish a full report of the finances of the Association. In the absence of the Secretary, the Treasurer will perform the duties of the Secretary.

Section 8 Ex- Officio Officer The immediate past president will serve as a non-voting advisor to the new Board of Directors for two years.

## ARTICLE 8- COMMITTEES

Section 1 Committees of the Board The Board of Directors may establish committees to assist the Board in conducting the business of the POA

Section 2 Membership and Purpose Committees established by the Board of Directors are open to all members of the POA. These committees may include but are not limited to

Architectural The Architectural Committee will review plans for construction, exterior remodeling, additions and other permanent structures for compliance with the Deed Restrictions

Beautification and Improvement The Beautification and Improvement Committee will propose and, upon approval of the membership at an annual or special called meeting, engage in, and supervise projects that maintain and improve Shady Acres

Road The Road Committee will present proposed road improvement projects to the POA at the annual meeting and, upon approval of the membership at an annual or special called meeting, will undertake, supervise and/or oversee any road improvement activities or contracts

Website The Website Committee will establish and update the Shady Acres Website with information useful to the POA members

Section 3 Meetings Committees will meet within two (2) months of the annual meeting to elect a Committee Chair, plan and conduct their activities, and schedule future meetings. Committee Chairs will make a report on committee accomplishments at the annual meetings

Section 4 Ad Hoc Committees of the President Established by the President, *ad hoc* Committees will have an appointed membership. These committees may include but are not limited to

Audit Each year, the President will appoint an Audit Committee of at least three (3) POA members to conduct an examination of the previous year's financial records, and such other records as it deems appropriate. The Audit Committee will submit its audit report to the Board of Directors at least seven (7) days prior to the annual meeting

Nominating In odd years, the President will appoint a Nominating Committee of at least three (3) POA members to nominate candidates for the Board of Directors. Nominations by the general membership may be submitted to the Nominating Committee not later than ten (10) days prior to the annual meeting. At the annual meeting, POA members will elect five (5) Directors from the slate presented for a period of two years

## ARTICLE 9-COMMUNICATION

Communications from the Board of Directors to the POA membership will be done in an efficient and cost effective manner, and may include any of the following methods: US Postal Service, electronic mail, facsimiles, hand delivery, or telephone. In most instances, POA members who have provided the Board of Directors with their electronic mail address will receive communications via electronic mail. Members without electronic mail will receive communications via US Postal Service, hand delivery, and/or telephone

## ARTICLE 10- PARLIAMENTARY PROCEDURE

Parliamentary procedure will be governed by "Robert's Rules of Order" (latest revision), except as herein modified. The Secretary will procure and maintain an up-to-date copy of such rules and have same available at all meetings.

## ARTICLE 11- ASSESSMENTS AND LIENS

Section 1 Annual Assessment An annual assessment of fifty (50) dollars per lot, per year, for both Section 1 and Section 2 will be paid to Shady Acres Property Owners' Association. Invoices will be sent to all POA members and payment to the POA Treasurer is due by the date noted on the invoice.

Section 2 Ad Hoc Special Assessments The Board of Directors will assess the needs of Shady Acres Subdivisions and, if deemed necessary, a new annual assessment or an *ad hoc* special assessment will be presented at the annual meeting or at a special called meeting for approval by POA members.

Section 3 Nonpayment of Assessments, Liens, And Remedies of POA Any assessments not paid by their due date or in accordance with a payment plan, shall be considered past due and shall be subject to late payment fees, interest, and costs of collection and the amount shall become a continuing lien upon the property until paid in full. Interest shall accrue thereon at the rate of 10% per annum. The POA may decide to take such action as to send a notice of default to the property owner, file a notice of assessment lien, and/or to seek a judicial foreclosure of the lien. All costs, fees and expenses for filing the notice of lien and seeking foreclosure and collection thereof, including filing fees, court costs and attorney's fees, will be made a part of the lien against the property.

### Section 4 Payment Plan

a Eligibility Any owner who has not defaulted under a previous payment plan during the past two years from the date a payment plan request is received by the POA shall be eligible for a payment plan under this section.

b Duration and Term of Plan A payment plan shall have a minimum term of not less than three months and a maximum term of not more than 12 months, unless a different term is specifically approved by the Board. Any eligible owner with a delinquent balance of \$300.00 or less shall be allowed, without deliberation of the Board, to pay that balance in up to six equal consecutive monthly installments, with the first payment due within 30 days of the approval of the payment plan, and installments due every 30 days for the term of the payment plan. Any eligible owner with a delinquent balance of more than \$300.00 shall be allowed, without deliberation by the Board, to pay that balance by paying a down payment of 25% of the balance within 30 days of the approval of the payment plan, and paying the balance in up to six equal consecutive monthly installments, with the first installment payment due within 30 days of the payment of the down-payment, and installments due every 30 days for the term of the payment plan.

c Board Approval of Long-Term Plans Any owner may submit a request for a payment plan that does not meet the foregoing guidelines, along with any other information that they wish the Board to consider, and the Board may approve or disapprove such payment plan, in its sole discretion. If an owner who is not eligible to receive a payment plan asks for a payment plan, then the Board shall be entitled to approve or disapprove such a payment plan in its sole discretion.

d In Writing All payment plans must be in writing and signed by the owner entering into the payment plan

e Fees and Payment All payments shall be due by the date specified in the payment plan Failure by an owner to make a payment by the time frame specified in the payment plan shall result in immediate default of said payment plan Additional monetary penalties will not accrue during the term of the payment plan However, notwithstanding the foregoing, interest may continue to accrue during the term of the payment plan at the rate set forth in the payment plan Furthermore, the POA may charge an owner a reasonable cost for administering the payment plan, and such costs will be identified in the payment plan

f Default Any owner who defaults under a payment plan shall remain in default until the owner's entire account balance is brought current There is no opportunity to cure a default under a payment plan While an owner is in default of a payment plan issued pursuant to this section, payments by the owner shall be applied in the manner specified in the payment plan

#### ARTICLE 12- RESPONSIBILITIES

Section 1 Board of Directors The Board of Directors, on behalf of the POA, is authorized to negotiate contracts and execute expenditures of less than one thousand dollars (\$1000 00) Single expenditures and/or contracts exceeding \$1000 00 require prior approval by the POA

Section 2 Members Individual members are responsible for notifying the Board of Directors of violations of the POA Deed Restrictions

#### ARTICLE 13- LIABILITIES

The Shady Acres Property Owners' Association assumes no responsibility for any injuries, accidents, or other mishaps occurring within the boundaries of the Shady Acres subdivision

#### ARTICLE 14-INDEMNIFICATION

The Directors shall be and hereby are indemnified and held harmless and released by the POA from and against any and all claims, demands, liabilities, costs, expenses, damages, losses, suits, proceedings and actions that may accrue to the POA or in which the Directors may become involved, as a party or otherwise, arising out of the conduct of the business or affairs of the POA by the Directors, provided that the Directors shall not be entitled to indemnification or release hereunder if it shall be determined that the Director did not act in good faith and in a manner reasonably believed to be in the best interest of the POA, or for that Director's willful misconduct, fraud or willful violation of any law, or actions outside the scope of his authority as a Director of the POA

#### ARTICLE 15- FINANCES

Section 1 Deposits All funds of the POA will be deposited promptly in such banks or other depositories as the Board of Directors designates The Board of Directors may adopt resolutions required to clarify the authority of POA officers to sign checks and to maintain the relationship of the POA to the bank or depository

Section 2 Disbursements All disbursements by the POA will be signed or endorsed by in a manner determined by the Board of Directors

Section 3 Administrative Expenses Expenditures for administrative items will be kept to a minimum, and are limited to postage, supplies, reproductions, and filing fees. Requests for reimbursements must be submitted to the Treasurer, with receipts, within thirty (30) days of expenditure

Section 4 Reserves If the annual receipts of the POA exceed routine operating expenses and other approved expenditures, the Board of Directors may create an operating reserve

Section 5 Gifts The Board of Directors may accept on behalf of the Association any gift, or contribution, other than real property, for the general purposes or for any special purposes of the POA. Gifts of real property may be accepted only with the unanimous approval of the Board of Directors and a simple majority of the POA members at a special called meeting

#### ARTICLE 16 BOOKS AND RECORDS

The POA will keep correct records and books of accounts, and also minutes of the POA and Board of Directors meetings. The POA will maintain a record of the names and addresses all members. Upon reasonable notice, all books and records of the POA may be inspected by any member or his/her duly appointed agent or attorney

#### ARTICLE 17- FISCAL YEAR

Term The fiscal year of the POA will begin on the first day of January and end on the last day of December in each year

#### ARTICLE 18- AMENDMENTS OR REVISIONS OF BYLAWS

Section 1 Amendment An amendment is defined as a minor change in any existing Article or Section of the Bylaws. Proposed amendments must be submitted to the Board of Directors in writing. If approved by the Board, the proposed amendments will be sent to POA members at least ten (10) days prior to the next annual meeting or special called meeting for their vote of approval at such meeting

Section 2 Revisions A revision is defined as a significant rewrite of several Articles or Sections or the addition of new Articles or Sections. When the Bylaws require revision, the President will appoint a committee of no less than three (3) property owners to review and revise the Bylaws. If approved by the Board, the proposed revisions will be sent to POA members at least ten (10) days prior to the next annual or special called meeting for their vote of approval at such meeting

Section 3 Filing Upon approval by the POA, the Board of Directors will take the required actions to record and file the Bylaws in the official public records of Burnet County, Texas

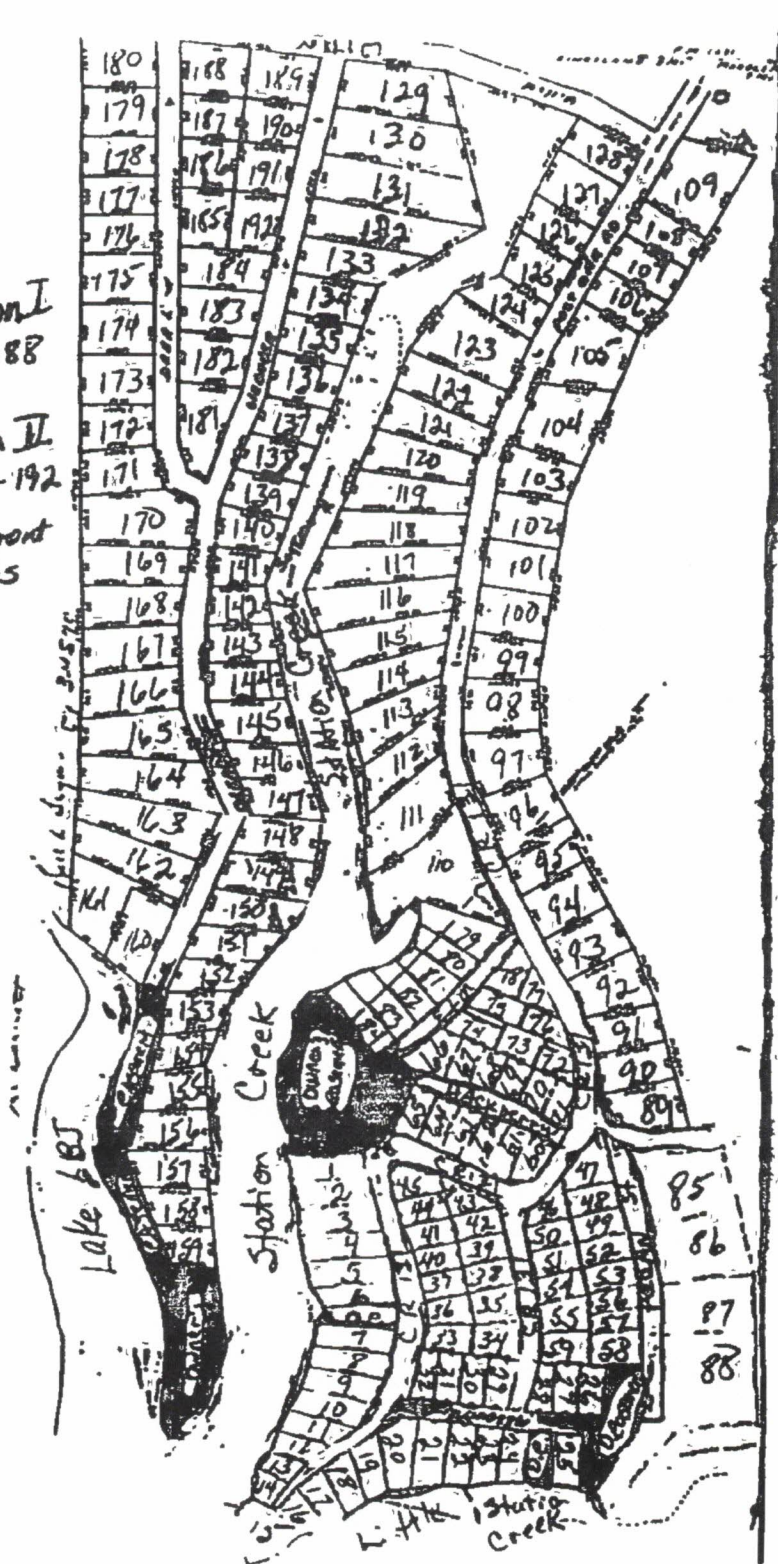
Section 4 Effective Date Bylaws amendments and revisions will take effect immediately upon adoption by the POA and will remain in effect, in their entirety, until amended or revised by the POA



Section I  
Lots 1-88

Section II  
Lots 89-192

Waterfront  
72 lots

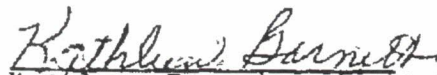



Subject: Confirmation by written agreement, The Transfer of Management of Shady Acres Sub-division, To Shady Acres Property Owners Association.

Mr John H. Lucas, property owner in Shady Acres Subdivision met with Mrs Kathleen Barnett in May of 1986 to discuss the formation of the Shady Acres Property Owners Association. Mrs Barnett made a verbal Texas agreement for the Shady Acres Property Owners Association to take over management and provide general upkeep of Roads, Parks/Lake Access easements, etc and collect the Annual assessments. Those assessments are identified in the original purchase agreements for Section I and Section II.

It is hereby agreed in writing that this authority is granted to the Shady Acres Property Owners Association, Inc. as specified in the attached By-Laws of the Shady Acres Property Owners Association. These By-Laws were recorded in the State of Texas, County of Burnett, 8th day of December 1986, in the Real Property Records, Vol 384 on Page 136-152, Index Number 9670.

The Signatures below consummate this Agreement:

  
Kathleen Barnett dated 17 Nov 1988

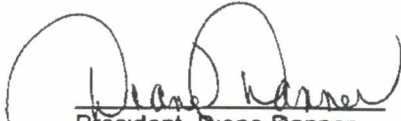
Witness:   
John H. Lucas, President, SAPAC, Inc.  
dated 17 Nov 1988

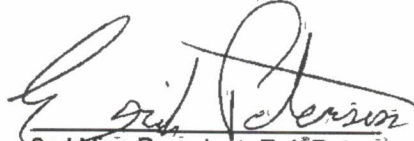
cc: By-Laws


**Revised Bylaws for the Shady Acres Property Owners Association**

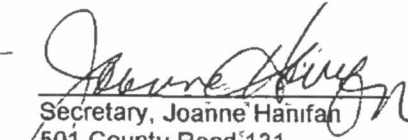
EXECUTED this the 3 day of May, 2012

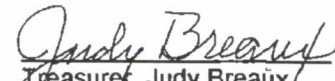
Shady Acres Property Owners Association Board of Directors,  
Marble Falls, TX 78654

  
President, Diane Danner  
85 Weeping Willow Road  
830-598-6058

  
2nd Vice President, Erik Peterson  
306 County Road 131  
830-598-5352

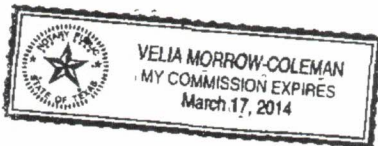
  
Vice President, Charles Danner  
85 Weeping Willow Road  
830-598-6058

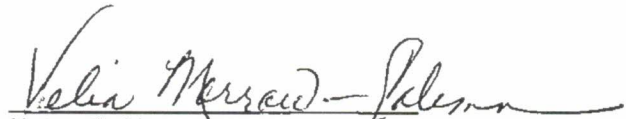
  
Secretary, Joanne Hanifah  
501 County Road 131  
830-596-0778

  
Treasurer, Judy Breaux  
109 Weeping Willow Road  
512-413-0562

STATE OF TEXAS     }  
COUNTY OF BURNET }

BEFORE ME, the undersigned authority, on this the 03 day of May, 2012, personally appeared the Shady Acres Property Owners Association Board of Directors known to me to be the persons whose names are subscribed to the foregoing instrument and acknowledged to me that they executed the same for the purposes and considerations therein expressed



  
Notary Public

**FILED AND RECORDED**



OFFICIAL PUBLIC RECORDS



201203609

May 04, 2012 10 30 48 AM

FEE \$56 00

Janet Parker, County Clerk  
Burnet County, Texas