

**SUPPLEMENTARY
NOTICE OF FILING OF DEDICATORY INSTRUMENTS
FOR FOX POINT CLUB LOT OWNERS
ASSOCIATION, INC.
[Bylaws]**

STATE OF TEXAS §
 § **KNOW ALL MEN BY THESE PRESENTS:**
COUNTY OF HUNT §

THIS SUPPLEMENTARY NOTICE OF FILING OF DEDICATORY INSTRUMENTS FOR FOX POINT CLUB LOT OWNERS ASSOCIATION, INC. (this "Notice") is made this 17th day of December, 2023, by the Fox Point Club Lot Owners Association, Inc. (the "Association"). *January 30*

WITNESSETH:

WHEREAS, by instrument dated August 13, 1962, recorded in Volume 608, Page 5 *et seq.* of the Deed Records of Hunt County, Texas, Alpha Land Inc. ("Developer") imposed restrictive covenants upon Fox Point Club, Section One, a subdivision out of the James Levins Survey in Hunt County, Texas, as extended and amended from time to time; and

WHEREAS, the Association is the property owners association created by the Developer to manage and regulate the community established by the restrictive covenants; and

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

WHEREAS, on or about November 23, 2022, the Association filed a Notice of Filing of Dedicatory Instruments as Document No. 2022-27608 of the Real Property Records of Hunt County, Texas (the "Notice"); and

WHEREAS, the Association's original bylaws were recorded on or about December 30, 2014, as Document No. 2014-15758 of the Real Property Records of Hunt County, Texas (the "Original Bylaws"); and

WHEREAS, the Association desires to restate and replace the Original Bylaws in their entirety with the dedicatory instrument entitled "Bylaws – Fox Point Club Lot owners Association, Inc." attached hereto as **Exhibit "A"** pursuant to and in accordance with Section 202.006 of the Texas Property Code.

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

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

FOX POINT CLUB LOT OWNERS ASSOCIATION, INC., a Texas non-profit Corporation

By: *Gerald Fellows*

Printed Name: Gerald Fellows

Title: President

ACKNOWLEDGEMENT

STATE OF TEXAS §
 §
COUNTY OF Hunt §

BEFORE ME, the undersigned authority, on this day personally appeared Gerald Fellows, President of Fox Point Club Lot Owners Association, Inc., a Texas non-profit corporation, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that (s)he executed the same for the purposes and consideration therein expressed on behalf of said corporation.

SUBSCRIBED AND SWORN TO BEFORE ME on this 17th day of February, 2023.

Chris Mascorro
Notary Public

My Commission Expires: 5-21-2023

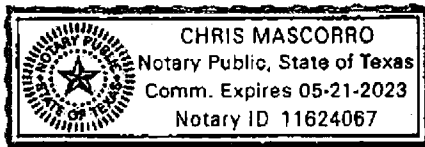


Exhibit "A"

- A-1 Amended and Restated Bylaws (2022)
- A-2 Restated and Amended Extension of Restrictive Covenants Pertaining To Fox Point Club Lot Owners Association, Inc.

AMENDED AND RESTATED BYLAWS
FOX POINT CLUB LOT OWNERS ASSOCIATION, INC.
(a Texas association)

The Association's Original Bylaws were recorded on or about December 30, 2014, as Document No. 2014-15758 of the Real Property Records of Hunt County, Texas. On Dec. 5th, 2022, the Association adopted the Amended and Restates Bylaws as set out hereinbelow, which Amended and Restated Bylaws replace the Original Bylaws in their entirety.

ARTICLE 1

INTRODUCTION

1.1. Property. These Bylaws of FOX POINT CLUB LOT OWNERS ASSOCIATION, INC. ("Association"), provide for the governance of the neighborhood association and its property which is commonly known as FPLOA and as more particularly described in that certain Declaration of Covenants, Conditions and Restrictions for FOX POINT CLUB LOT OWNERS ASSOCIATION, INC. recorded in the Official Public Records of Hunt County, Texas (the "Declaration").

1.2. Parties to Bylaws. All present or future Owners of property subject to the Association and all other persons who use or occupy the Association's property in any manner are subject to the Bylaws and the Declaration. The mere acquisition or occupancy of the Property will signify that these Bylaws are accepted, ratified, and will be strictly followed.

1.3. Definitions. Article 1 of the Declaration is incorporated herein by reference.

1.3.1. Assessment or Dues. A regular assessment, special assessment, or other amount a property owner is required to pay the Association under the Dedicatory Instruments or by law.

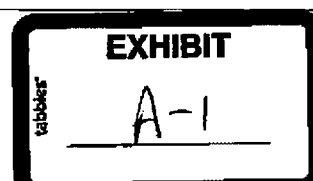
1.3.2. Board of Directors. The governing body of Fox Point Club Lot Owners Association, Inc.

1.3.3. Business Day. A day other than Saturday, Sunday, or a state or federal holiday.

1.3.4. Dedicatory Instrument. Each governing instrument covering the establishment, maintenance, and operation of a Property Owners Association. The term includes, but is not limited to, the managing certificate, restrictions and covenants, bylaws, properly adopted rules and regulations, or similar instruments governing the administration or operation of a Property Owners Association and to all lawful amendments to the covenants, bylaws, rules, or regulations.

1.3.5. Owner. A person who holds record title in the Hunt County real property records to property in the Property Owners Association's residential subdivision.

1.3.6. Property Owners Association. The Property Owners Association ("POA", "Fox Point Club", "FPLOA", or "Fox Point") commonly known as Fox Point Club Lot Owners Association, Inc., a Domestic Non-Profit Corporation duly organized under the laws of Texas, owned by or whose Members consist primarily of the Owners of the Property covered by the dedicatory instrument and through which the Owners, or the Board of Directors or similar governing body, manage or regulate the residential subdivision.



1.3.7. Regular Assessment. An assessment, a charge, a fee, or dues that each owner of property within a residential subdivision is required to pay to the Property Owners Association on a regular basis and that is designated for use by the Property Owners Association for the benefit of the residential subdivision as provided by the restrictions.

1.3.8. Restrictions. One or more restrictive covenants and any amendment or extension thereof, contained or incorporated by reference in a properly recorded map, plat, replat, declaration, or other instrument filed in the Hunt County real property records, map records, or deed records.

1.3.9. Restrictive Covenant. Any covenant, condition, or restriction contained in a dedicatory instrument, whether mandatory, prohibitive, permissive, or administrative.

1.3.10. Special Assessment. An assessment, a charge, charge, fee, or dues that each owner of property within a subdivision is required to pay to the Property Owners Association, after a vote of the Membership, for the purpose of paying for the costs of capital improvements to the common areas that are incurred or will be incurred by the association during the fiscal year. A special assessment may be assessed before or after the association incurs the capital improvement costs.

1.4. Nonprofit Purpose. The Association is organized to be a nonprofit corporation in the State of Texas.

1.5. General Powers and Duties. The Association, acting through the Board, has the powers and duties necessary for the administration of the affairs of the Association and for the operation and maintenance of the Property as may be required or permitted by the Documents and Texas law. The Association may do any and all things that are lawful and which are necessary, proper, or desirable in operating for the best interests of its Members, subject only to the limitations upon the exercise of such powers as are expressly set forth in the Documents.

ARTICLE 2

FUNCTIONS OF FOX POINT CLUB LOT OWNERS ASSOCIATION, INC.

2.1. Purpose. The POA, Fox Point Club Lot Owners Association, Inc., located in Hunt County, Texas, is formed for the purpose of operating the Association and enforcement of the Dedicatory Instruments for the benefit all Members, their families, and guests; and for the rendering of such services as the Officers and Board of Directors (Board) shall deem practical and appropriate to the general welfare and within the limitations set forth in the Dedicatory Instruments.

2.2. Function. To properly conduct the purposes enumerated in Article 2.1, the Association may, at the discretion of its Board, perform any or all of the following activities contemplated by the Certificate of Formation:

2.2.1. Financial Support. To provide for the necessary financial support of POA's operation, manage the collection of the annual assessment on each lot for the maintenance fund, which assessment is a lien running with the land of each property owner.

2.2.2. Maintenance. Administer and disburse the maintenance fund as well as other resources to provide for the maintenance and improvement of roads and streets, piers, parkways, and other dedicated areas; to provide for the operation and maintenance of streetlights, sanitary sewerage, and storm drainage systems.

2.2.3. Enforcement. POA or other representative designated by an owner of real property may initiate, defend, or intervene in litigation or an administrative proceeding affecting the enforcement of a restrictive covenant, or the protection, preservation, or operation of the Property covered by the dedicatory instrument.

2.2.4. Contracts. Negotiate and administer contracts for any of the services POA is authorized to render or for which it is responsible; and for function or service deemed by the Board to be in the best interest of a majority of Members.

2.2.5. Welfare. Perform such other functions as are deemed necessary and expedient to the promotion of the welfare of POA property owners generally, including, but not limited to requiring the submission of architectural plans for Board approval that contain specifications for building, lot lines, etc.

2.2.6. Acquisition. Acquire by donation, gift, purchase, or other means, and own, hold, enjoy, lease, operate, maintain, convey, sell, transfer, mortgage or otherwise encumber, dedicate for public use, or otherwise dispose of real or personal property of any kind.

2.3. Availability. The activities and services of POA shall be available to all Members of POA.

ARTICLE 3

MEMBERSHIP

3.1. Membership. The Members of POA shall be all persons or entities, who are record-owners of real property in Association. Spouses, joint tenants, tenants in common, an entity, or an owner of multiple lots, shall be counted as one Member only.

3.2. Member Vote Structure. The Members of Association receive one vote per lot owned in FPLOA. For the record of voting a half lot in FPLOA, is counted as a full lot.

ARTICLE 4

MEETINGS OF THE MEMBERSHIP

4.1. Annual Meeting. There shall be an annual meeting of the Association, in the fourth quarter of each year at a time and place to be designated by the Board. At annual meetings, the Members will transact such business of the Association as may properly come before them.

4.2. Special Meeting. A special meeting of the Membership may be called by the President of the POA, the Board of Directors, or by any group of Members holding not less than 25% of the votes entitled to be cast at such meeting. The meeting must be held within thirty (30) days after the Board resolution or receipt of Member's petition. The notice of any special meeting must state the time, place, and purpose of the meeting. No business, except the purpose stated in the notice of the meeting, may be transacted at a special meeting.

4.3. Place of Meetings. Meetings of the Association may be held at the Property or at a suitable place convenient to the Members (within a 30-mile radius of the POA), as determined by the Board.

4.4. Notice of Meeting. Notice of any meeting of the Membership, whether a regular, annual meeting, or a special called meeting, shall be "written or printed and shall state place, day and hour of the meeting, whether it is a regular or special meeting, and the general subject of the meeting, including a general

description of any matter to be brought up for deliberation in executive session. The notice shall be either: delivered or mailed at least ten (10) days prior to the meeting, but not more than sixty (60) days prior to such meeting; or provided 72 hours before the meeting by being posted in a conspicuous location, either in a POA common area or on the POA website; and being emailed to all Owners who have registered their email address with the POA.

4.5. Cost of Meeting. The cost of notice and conduct of special meetings called by an aggregation of the Membership other than the Board of Directors shall be borne by the Members petitioning for such assembly. Further, the notices shall not be delivered unless the petition is in writing and until the funds to cover the estimated cost of such proceedings have been deposited by petitioners with the Board of Directors, the President, or the Treasurer.

4.6. Conduct of Meetings. The president, or any person designated by the Board, presides over meetings of the Association. The secretary keeps, or causes to be kept, the minutes of the meeting which should record all resolutions adopted and all transactions occurring at the meeting, as well as a record of any votes taken at the meeting.

4.7. Order of Business. Unless the notice of meeting states otherwise, or the assembly adopts a different agenda at the meeting, the order of business at meetings of the Association is as follows:

4.7.1. Determine votes present by roll call or check-in procedure

4.7.2. Announcement of quorum

4.7.3. Proof of notice of meeting

4.7.4. Approval of minutes of preceding meeting

4.7.5. Reports of Officer (if any)

4.7.6. New Business

4.7.7. Unfinished or old business

4.8. Adjournment of Meeting. At any meeting of the Association, a Majority of the Members present at that meeting, either in person or by proxy, may adjourn the meeting, to another time and place.

4.9. Action without Meeting. Subject to Board approval, any action which may be taken by a vote of the Members at a meeting of the Association may also be taken without a meeting by written consents. The Board may permit Members to vote by any method allowed by Section 22.160(b)(c) and (d) of the Texas Business Organizations Code, which may include hand delivery, mail, fax, email, or any combination of these. A majority of the mail ballots (i.e., written consents, as stated above) voted on any question submitted shall be the act of the Members of the POA. This Section may not be used to, avoid the requirement of an annual meeting, and does not apply to the election of Directors.

ARTICLE 5

BOARD OF DIRECTORS

5.1. Governance. POA shall be managed by a Board of Directors consisting of no less than three, but no more than seven, Members duly elected to such Board. This Board may be recalled by a two-thirds (2/3) majority of the votes cast by the Membership present or voting by proxy at any general meeting or special

meeting called for that purpose. POA shall be operated by the following officers: President, Vice-President, Secretary, and Treasurer. One Board Member may hold up to two officer positions.

5.2. Election of Board of Directors. The following shall be the nominating and voting procedures for Directors and Officers of POA:

5.2.1. Solicitations. At the announcement of the Annual Meeting sent to all Members, nominations for the Board of Directors will be solicited. Nominations for the Board by Members can be made in writing by the Members prior to the Annual Meeting, or in person at the Annual meeting.

5.2.2. Eligibility. Any Member of POA is eligible to serve on the Board except as otherwise stated in Article 5.3. If any Member of the POA would like to serve on the Board, he or she may contact the Secretary for consideration.

5.2.3. Nominations. At the Annual Meeting, nominations will be made for the Board by either the Members present, or by the written nominations received by the announcement of the Annual Meeting. Each person nominated will confirm that they will be willing to serve.

5.2.4. Vote. Voting for the nominated Board Members will be done in written ballot form and/or by a Member's proxy with the candidates receiving the highest votes being elected.

5.2.5. Terms. Directors elected by the Membership shall serve two years or until replaced by an elected successor. Their terms shall coincide with the fiscal year, beginning December 1 and ending on November 30.

5.2.6. Vacancy. A Board Member may be appointed by the Board only to fill a vacancy caused by a resignation, death, disability, A Board Member appointed to fill a vacant position, shall serve the unexpired term of the predecessor Board Member. The appointment of a Board Member in violation of this Section is void.

5.3. Qualification. The following qualifications apply to the election or appointment of persons to the Board.

5.3.1. Owners. The Directors must be Members of the Association or spouses of Members.

5.3.2. Entity Member. If a property is owned by a legal entity, such as a partnership or corporation, any officer, partner, agent, or employee of that entity Member is eligible to serve as a Director and is deemed to be a Member for the purposes of this Section. If the relationship between the entity Member and the Director representing it terminates, that Directorship will be deemed vacant.

5.3.4. Ineligibility. If the Board is presented with written, documented evidence from a database or other record maintained by a governmental law enforcement authority that a Board member has been convicted of a felony, the Board Member is immediately ineligible to serve on the Board of the Property Owners Association, automatically considered removed from the Board, and prohibited from future service on the Board.

5.3.5. Non-Compensatory. The office of all Directors shall be non-compensatory, but the Board may authorize the reimbursement of actual expenses incurred by any Director under instruction from the majority.

5.4. Selection of Officers. At the Annual Meeting after election, the Board of Directors shall select one of their Members to serve the following as the following officers:

5.4.1. President. in accordance with Article 6, and in sum to preside over the meetings of the Board.

5.4.2. Vice President. in accordance with Article 6, and in sum will fulfill the obligations of President if the President is unavailable to do so. The Vice President may be the same individual who serves as Secretary.

5.4.3. Secretary, in accordance with Article 6, and in sum will document minutes of the meeting, provide notices required under these bylaws, maintain and an updated list of Member contact information, and maintain and keep current all records relating to the POA. The Secretary may be the same individual who serves as Vice President.

5.4.4. Treasurer, in accordance with Article 6, and in sum to maintain records of, manage, and balance the POA's budget, ' distribute and receive all monies for the POA, and receive and document all Assessments. The Treasurer may be the same individual who serves as Secretary.

5.5. Meetings of the Board.

5.5.1. Open Board Meetings. Any meeting of the quorum of the Board, during which POA business is discussed and formal action is taken, shall be considered an open Board meeting. An open Board meeting does not include the gathering of a quorum of the Board at a social function unrelated to the business of the association, if formal action is not taken and any discussion of association business is incidental to the social function, or the attendance by a quorum of the Board at a regional, state, or national convention, ceremonial event, or press conference.

5.5.2. Regular Meetings of the Board. Regular meetings of the Board may be held at a time and place that the Board determines, from time to time, but at least two (2) such meeting must be held annually. Notice of regular meetings of the Board will be given to each Director, personally or by telephone, written, or electronic communication, at least (3) days prior to the date of the meeting.

5.5.3. Meeting Location. Except for a meeting held by electronic or telephonic means, a Board meeting must be held in a county in which all or part of the Property in the subdivision is located or in a county adjacent to that county.

5.5.4. Rights to Convene Closed Executive Session. Regular and special Board meetings must be open to Owners, subject to the right of the Board to adjourn a Board meeting and reconvene in closed executive session to consider motions involving personnel, pending or threatened litigation, contract negotiations, enforcement actions, confidential communications with the Property Owners Association's attorney, matters involving the invasion of privacy of individual owners, or matters that are to remain confidential by request of the affected parties and agreement of the Board. Following an executive session, any decision made in the executive session must be summarized orally and placed in the minutes, in general terms, without breaching the privacy of individual owners, violating any privilege, or disclosing information that was to remain confidential at the request of the affected parties. The oral summary must include a general explanation of expenditures approved in executive session.

5.5.5. Special Meetings of the Board. Special meetings of the Board may be called by the President or, if he is absent or refuses to act, by the Secretary, or by any two (2) Directors. At least three (3) days notice will be given to each Director, personally or by telephone, written, or electronic communication, which notice must state the place, time, and purpose of the meeting.

5.5.6. Telephone Meetings. Members of the Board or any committee of the Association may participate in and hold meetings of the Board or committee by means of conference telephone or similar communications equipment by means of which all persons participating in the meeting can

hear each other. Participation in such meeting constitutes presence in person at the meeting, except where a person participates in the meeting for the express purpose of objecting to the transaction of any business on the ground that the meeting is not lawfully called or convened.

5.5.7. Emergency Meetings. In case of emergency, the Board may convene a meeting after making a diligent attempt to notify each Director by any practical method.

5.5.8. Action without a Meeting. Any action required or permitted to be taken by the Board at a meeting may be taken without a meeting, if all the Directors individually or collectively consent in writing to such action. The written consent must be filed with the minutes of Board meetings. Action by written consent has the same force and effect as a unanimous vote. This Section does not apply to actions that require meetings under Section 209 of the Texas Property Act.

5.5.9. Conduct of Meetings. The President presides over meetings of the Board and the Secretary keeps, or causes to be kept, a record of resolutions adopted by the Board and a record of transactions and proceedings, occurring at meetings. The Board shall keep a record of each regular, special, telephone, and emergency Board meeting in the form of written minutes of the meeting. The Board shall make meeting records, including approved minutes, available to a Member for inspection and copying on the Member's written request to the Board.

5.5.10. Notice of Meetings. The Directors and association Members shall be given notice of the date, hour, place, and a copy of the agenda that includes a general description of any matter to be brought up for deliberation in executive session. The notice shall be (a) delivered or mailed at least ten (10) days prior to the meeting, but not more than sixty (60) days prior to such meeting or (b) provided 144 hours before the regular meeting or 72 hours before a special meeting by; (1) being posted in a conspicuous location, either in a POA common area or on the POA website; and (2) being emailed to all Owners who have registered their email address with the POA. Registration of emails may be done by submitting the Members name and email address in writing to the Secretary. It is an owner's duty to keep an updated e-mail address registered with the Property Owners Association under Article 9.

5.5.11. Meetings Without Notice. The Board may meet by any method of communication, including electronic and telephonic, without prior notice to Owners under Article 5.5, if each Director may hear and be heard by every other Director, or the Board may take action by unanimous written consent to consider routine and administrative matters or a reasonably unforeseen emergency or urgent necessity that requires immediate Board action. Any action taken without notice to Owners under Article 5.5.11 must be summarized orally, including an explanation of any known actual or estimated expenditures approved at the meeting, and documented in the minutes of the next regular or special Board meeting.

5.5.8. Act of the Board. Every act or decision by a majority of the Directors present at any meeting at which a quorum is present shall be regarded as the act of the Board of Directors, except as otherwise provided by statute or in the Certificate of Formation or these Bylaws, and as such shall bind the POA. In the absence of a quorum, a majority of the Directors present may adjourn the meeting to a later date, and from time to time, if necessary, until the next regular meeting of the Board of Directors.

5.5.9. Quorum for Transactions. At meetings of the Board, a majority of Directors constitutes a quorum for the transaction of business, and the acts of the Majority of the Directors present at a meeting at which a quorum is present are the acts of the Board. If less than a quorum is present at a meeting of the Board, the Majority of those present may adjourn the meeting from time to time. At

any reconvened meeting at which a quorum is present, any business that may have been transacted at the meeting as originally called may be transacted without further notice.

5.5.10. Regular Meeting Notification. The time and place of all regular and special meetings of the Board of Directors shall be determined by the Board of Directors. Notice of all meetings shall be mailed or delivered in accordance with Article 4.3.

5.5.11. Special Meeting Agenda. At any special meeting, only the business set forth in the notice shall be transacted.

5.6. Powers and Duties. The Board of Directors, as representatives of the Members of POA, shall establish the policies, criteria, and limitations within which the Officers of the POA shall administer the corporate affairs. The Board has all the powers and duties necessary for the administration of the Association and for the operation and maintenance of the Property. The Board may do all acts and things except those which, by law or the Documents, are reserved to the Members and may not be delegated to the Board. Without prejudice to the general and specific powers and duties set forth in laws or the Documents, or powers and duties as may hereafter be imposed on the Board by resolution of the Association, thus, pursuant to these general duties, the Board of Directors shall be responsible for the specific accomplishment of the following duties, among others:

5.6.1. Operational Budget. Establish the operating budget within which the Officers shall administer the corporate affairs annually.

5.6.2. Delegation of Authority. Appoint, or delegate to others the appointment of all agents (other than Officers), Commissioners and employees of the Association; fix their terms and conditions of employment and their compensation, if any.

5.6.3. Supervision. Supervise all Officers, Commissioners, agents, and employees in the performance of their duties; remove any Officer or Commissioner from office; and discharge any employee or agent. Such removal or discharge may be with or without cause.

5.6.4. Financial Accounting. Maintain, or provide for the maintaining of, complete records of all money received and expended, and make a full and complete report thereof to the Membership at each regular or special meeting thereof. The said books and records shall be open to the inspection of the Membership at reasonable business hours and in accordance with Article 12.

5.6.5. Recordkeeping. Keep a complete record of all meetings of the Board and the proceedings thereof, such record to be open to the inspection of the Membership at reasonable business hours and in accordance with Article 12.

5.6.6. Restrictive Covenant Enforcement. Perform such functions as specified as the responsibility of the Board in the restrictive covenants relative thereto.

5.6.7. Volunteer Recruitment. Request of the Membership the contribution of labor or other personal services which may help to accomplish the goals of the POA without undue financial obligation.

5.6.8. Appointment of Committees. The Board, by resolution, may from time-to-time designate standing or ad hoc committees to advise or assist the Board with its responsibilities. The resolution may establish the purposes and powers of the committee created, provide for the appointment of a chair and committee Members, and may provide for reports, termination, and other administrative matters deemed appropriate by the Board. Member of committees will be appointed from among the Owners and residents.

5.6.9. Manager. By a vote representing the approval of a majority of the lot Owners voting in person or by proxy at an annual meeting, the Board may employ a manager or managing agent for the Association at a compensation established by the Board, to perform duties and services authorized by the Board.

5.6.10. Addition Powers and Authority. Perform any and all other acts and duties, have and exercise any and all other power and authority provided for in these Bylaws and in the Certificate of Formation, both as amended, in the pursuit and satisfaction of the purposes of POA.

ARTICLE 6

THE OFFICERS

6.1. Designation. The principal officers of the POA shall be a President, a Vice President, a Secretary, and a Treasurer. The president and secretary must be Directors. Other officers must be Members. The office of President and Treasurer or President and Secretary shall not be held by the same person. If an officer is absent or unable to act, the Board may appoint a Director to perform the duties of that officer and to act in place of that officer, on an interim basis.

6.2. Election of Officers. The officers are determined bi-annually immediately following the Annual Member Meeting at which the Board of Directors are elected and hold office at the pleasure of the Board. Except for resignation or removal, officers hold office until their respective successors have been designated by the Board.

6.3. Terms. The officers shall serve for two-year terms.

6.4. Quorum for Election of Officers. The presence of Members, in person, by proxy or other means allowed by law, representing ten percent (10%) of the total votes of the Association shall constitute a quorum for the sole and exclusive purpose of conduction and election of the Directors at any meeting of the Association.

6.5. Requirements to Serve. No person shall serve as an officer unless he shall be a bona fide Member of the POA for the current year, as defined in Article 3. Should any officer become disqualified or disabled to serve during his term, the appointment of such Officer shall immediately terminate, and the Board of Directors shall elect another to fill the unexpired term.

6.6. Removal and Resignation of Officers. A Majority of Directors may remove any officer, with or without cause, at any regular meeting of the Board or at any special meeting of the Board called for that purpose. A successor may be elected at any regular or special meetings of the Board called for that purpose. An officer may resign at any time by giving written notice to the Board. Unless the notice of resignation states otherwise, it is effective when received by the Board and does not require acceptance by the Board, the resignation or removal of an officer who is also a Director does not constitute resignation or removal from the Board.

6.7. Compensation. No officer of the POA shall be compensated for his services as such. Actual expenses incurred by any officer or agent of the POA at the direction of the Board of Directors may be reimbursed.

6.8. Description of Principle Offices.

6.8.1. President. The office of the President shall be co-incident with the office of Chairman of the Board. The President shall: (i) preside over all meetings of the Membership and of the officers and represent the POA and its Membership at meetings or gatherings that concern the POA and its Membership; (ii) shall execute on behalf of the POA, all contracts and other instruments of writing,

which have first been approved or authorized by the Board of Directors; (iii) shall serve as general manager of the POA and be responsible for the proper operation thereof: subject to the limitations and restrictions of budget, policy and criteria established by the Board of Directors; (iv) shall be an advisory, non-voting Member of all committees and shall be notified of all meetings in advance so as to be available and shall be advised of the action of all committees; and (v) shall perform all such other duties and have all such other authority as may be prescribed by the Board of Directors or as provided in these Bylaws.

6.8.2. Vice-President. The Vice President shall: (i) in the absence or inability of the President to serve, preside at all meetings of the Membership and the officers; (ii) in the absence or inability of the President to serve, have all the power and authority and perform all the duties conferred by these Bylaws upon the President.

6.8.3. Secretary. The Secretary shall: (i) keep a record of all meetings and proceedings of the Board of Directors and the Membership; (ii) post all notices of meetings in accordance with the provisions of these Bylaws or as required by law; (iii) serve as custodian of the corporate records and of the seal of the corporation, if any; (iv) keep all appropriate records showing the Membership of the POA, together with their addresses as furnished by such Members; (v) perform all such other duties and have all such other authority as may be prescribed by the Board of Directors or as provided in these Bylaws.

6.8.4. Treasurer. The Treasurer shall: (i) keep and maintain, and provide for, full and complete records of all matters with respect to the financial affairs of the POA. Such records shall at all times show the ownership of each and every lot within POA and the address of the Owner. The records shall also show all payments of regular and special assessments, the date paid, the payee, the lot involved, and such other information as may be directed from time to time by the Board of Directors. Such records shall also disclose all disbursements, which shall be supplied and substantiated by proper vouchers and other appropriate evidence; (ii) prepare for the Board of Directors, as requested by the Directors, a full and complete analysis and report of the financial condition of the POA and present such reports to the Directors and the Membership at the regular meetings; (iii) deposit, or cause to be deposited, all money and other valuable effects received by the POA in the name and to the credit of the POA as directed by the Board of Directors. Withdraw all such funds from the bank pursuant to proper resolution of the Board of Directors only. Make regular business deposits and disbursements as may be directed by the President or by the Board of Directors and upon proper voucher or other evidence of disbursement authority; (iv) prepares all required financial data and tax returns; (v) reviews the accounts of the managing agent (if applicable) on a monthly basis in the event a managing agent is responsible for collecting and disbursing Association funds; and (vi) perform such other duties and have such other authority as may be prescribed by the Board of Directors, Bylaws or by statute.

6.9. Authorized Agents. Except when the Documents require execution of certain instruments by certain individuals, the Board may authorize any person to execute instruments on behalf of the Association. In the absence of Board designation, the president and the secretary are the only persons authorized to execute instruments on behalf of the Association.

ARTICLE 7

MEMBERSHIP OR ELECTION VOTING

7.1. Notification. Not later than the 10th day or earlier than the 60th day before the date of an election or vote, the POA shall give written notice of the election or vote to each Owner of property in the POA, for purposes of an association-wide election or vote.

7.2. Voting. At any meeting of the Membership, the vote of a majority of the votes entitled to be cast, in accordance with Article 3 and Article 4.5, by the Members present or represented by proxy shall be the act of the Members meeting and shall bind the POA to the determination, subject to the Certificate of Formation and to the law. For issues which have been defined in advance notices, ballots in writing may be submitted to the Secretary or the President and counted, if received no later than the date of the assembly. At the option of the Board, a mail ballot may be submitted to the Membership in lieu of a special called meeting. A majority of the mailed ballots cast on any question submitted shall be the act of the Members of the POA.

7.3. Recounts. A Member may request a recount by making a request in writing by certified mail, return receipt requested, or other USPS confirmation service, or in person to the POA's managing agent (if applicable) within 15 days after the date of the election. The request must be mailed to the POA's mailing address or delivered in person to the managing agent or the address designated for the return of the ballot. Cost of the recount will be borne by the requesting Member, including the cost to hire a qualified non-Member to do the recount, unless the recount changes the result of the election. The recount must be conducted by a current or former Member, a county judge, county elections administrator, justice of the peace, county registrar, or a person agreed on by the POA and the persons requesting the recount. The recount must be completed within thirty (30) days of the Member's request.

7.4. Member Voting. A Member's vote in a POA wide election may be in writing and signed by the Member OR may be by a simple voice vote in person at the meeting where the election occurs, except for uncontested elections (e.g., one candidate to fill one open Director seat). An electronic ballot is deemed to be in writing and signed.

7.5. Voting Member List. The Board will prepare and make available a list of the Association's voting Members in accordance with Section 22.158(b) of the Texas Business Organizations Code.

7.6. Voting Quorum. At any meeting of the Association, the presence in person or by proxy of Members representing at least thirty percent (30%) the Members in the Association constitutes a Regular Quorum. The presence in person or by proxy of Members representing at least sixty (60%) of the Members in the Association constitutes a Special Quorum. Members present at a meeting at which a quorum is present may continue to transact business until adjournment, notwithstanding the withdrawal, during the course of the meeting, of Members constituting a quorum.

7.7. Quorum for the Election of Directors Only. Notwithstanding any provision in the Bylaws or Declaration to the contrary, the presence of Members, in person, by proxy or other means allowed by law, representing ten percent (10%) of the total votes of the Association shall constitute a quorum for the sole and exclusive purpose of conduction and election of the Directors at any meeting of the Association. No other business may be transacted at a meeting convened under this Section. The quorum set forth in this Section shall not be reduced for any other meeting called regardless of the provisions contained in Article 7.6. In order to conduct business of the Association at a meeting of the Members, other than the election of Directors, the applicable quorum contained in Article 7.6 and Article 7.8 of the Bylaws must be satisfied. In the event of a conflict between this

Section and any other provision in the Bylaws or Declaration, the terms and conditions of this Section shall control, in compliance with Section 202.006 of the Texas Property Code.

7.8. Lack of Quorum. If a quorum is present at no time during a properly called meeting, a majority of the Members present although not constituting a quorum, may vote to adjourn the meeting and reconvene with no further notice required. At the reconvened meeting pursuant to this provision, Members constituting a Regular Quorum and Special Quorum will be reduced to one-half (1/2) of the required Regular Quorum and Special Quorum at the preceding meeting; provided however that such preceding meeting is held not later than thirty (30) days after the first (1st) meeting.

7.9. Member Voting. The voting rights of an Owner may be cast or given in person or by proxy at a meeting of the POA in accordance with Article 7.15; by absentee ballot in accordance with Article 7.15; by electronic ballot in accordance with Article 7.15; and in accordance with this Section.

7.10. Absentee Ballot. An absentee or electronic ballot: may be counted as an Owner present and voting for the purpose of establishing a majority vote only for items appearing on the ballot; may not be counted if the Owner attends any meeting to vote in person, so that any vote cast at a meeting by a Property Owner supersedes any vote submitted by absentee or electronic ballot previously submitted for that proposal; and may not be counted on the final vote of a proposal if the motion was amended at the meeting to be different from the exact language on the absentee or electronic ballot.

7.11. Solicitation of Votes. A solicitation for votes by absentee ballot must include: an absentee ballot that contains each proposed action and provides an opportunity to vote for or against each proposed action; instructions for delivery of the completed absentee ballot, including the delivery location; and the following language: "By casting your vote via absentee ballot you will forgo the opportunity to consider and vote on any action from the floor on these proposals, if a meeting is held. This means that if there are amendments to these proposals your votes will not be counted on the final vote on these measures. If you desire to retain this ability, please attend any meeting in person. You may submit an absentee ballot and later choose to attend any meeting in person, in which case any in-person vote will prevail."

7.12. Electronic Ballot. For the purposes of this Section, "electronic ballot" means a ballot: given by e-mail; facsimile; or posting on an internet website; for which the identity of the property Owner submitting the ballot can be confirmed; and for which the property Owner may receive a receipt of the electronic transmission and receipt of the Owner's ballot.

7.13. Electronic Ballot Posting Notification. If an electronic ballot is posted on an internet website, a notice of the posting shall be sent to each owner that contains instructions on obtaining access to the posting on the website.

7.14. Votes. The vote of Members representing at least a Majority of the votes cast at any meeting at which a quorum is present binds all Members for all purposes, except when a higher percentage is required by these Bylaws, the Declaration, or by law. Cumulative voting is prohibited.

7.14.1. Co-Owned Properties. If a Property is owned by more than one Member and, if only one of the multiple Owners of Property is present at a meeting of the Association, that person may cast the vote allocated to that Property. If more than one of the multiple Owners is present, the vote allocated to that Property may be cast only in accordance with the Owners' unanimous agreement. Multiple Owners are in unanimous agreement if one of the multiple Owners casts the vote allocated to a property and none of the other Owners makes prompt protest to the person presiding over the meeting.

7.14.2. Corporation-Owned Properties. If a property is owned by a corporation, the vote appurtenant to that Property may be cast by any officer of the corporation in the absence of the corporation's written appointment of a specific person to exercise its vote. The vote of a partnership may be cast by any general partner in the absence of the partners' written appointment of a specific person. The person presiding over a meeting or vote may require reasonable evidence that a person voting on behalf of a corporation or partnership is qualified to vote.

7.14.3. Association-Owned Properties. Votes allocated to a Property owned by the Association may be counted towards a quorum and for all ballots and votes except the election or removal of directors. The vote appurtenant to a Property owned by the Association is exercised by the Board.

7.15. Proxy Authorizations. Votes may be cast in person, by electronic vote, or by written proxy. At any meeting of the Membership, the presence of each Member and the existence of any proxy authorizations shall be filed with the Secretary or other corporate officer recording events before or at the time of meeting. Unless the proxy specifies a shorter or longer time, it terminates eleven (11) months after the date of its execution. To revoke a proxy, the granting Member must give actual notice of revocation to the person presiding over the Association meeting for which the proxy is designated. Unless revoked, any proxy designated for a meeting which is adjourned, recessed, or rescheduled is valid when the meeting reconvenes. A proxy may be delivered by person, email, or fax. However, a proxy received by email or fax may not be counted to make or break a tie-vote unless the proxy has been acknowledged or sworn to by the Member, before and certified by an officer authorized to take acknowledgment and oaths.

7.16. Mail Ballots. At the option of the Board, a mail ballot may be submitted to the Membership in lieu of a special called meeting. A majority of the mail ballots voted on any question submitted shall be the act of the Members of the POA.

ARTICLE 8

NOTICES

8.1 Co-Owners. If a property is owned by more than one person, notice to one co-Owner is deemed notice to all co-Owners.

8.2. Delivery of Notice. Any written notice required or permitted by these Bylaws may be given personally, by mail, by fax, by email, or by any other method permitted by the Texas Business Organizations Code. If mailed, the notice is deemed delivered when deposited in the U.S. mail addressed to the Member at the address shown on the Association's records. If transmitted by fax or email, the notice is deemed delivered on successful transmission of the facsimile or email.

8.3. Waiver of Notice. Whenever a notice is required to be given to an Owner, Member, or Director, a written waiver of the notice, signed by the person entitled to the notice, whether before or after the time stated in the notice, is equivalent to getting the notice. Attendance by a Member or Director at any meeting of the Association or Board, respectively, constitutes a waiver of notice by the Member or Director of the time, place, and purpose of the meeting. If all Members or Directors are present at any meeting of the Association or Board, respectively, no notice is required, and any business may be transacted at the meeting.

ARTICLE 9

OBLIGATIONS OF OWNERS

9.1. Notice of Sale. Any Owner intending to sell or convey his Property or any interest herein must give written notice to the Board of his intention, together with: (i) the address or legal description of the Property being conveyed; (ii) the name and address of the intended purchaser; (iii) the name, address, and phone number of the title company or attorney designated close the transaction; (iv) names and phone numbers of real estate agents, if any, representing seller and purchaser; and (v) scheduled date of closing. An Owner will, furnish this information to the Board at least (10) business days before the scheduled date of closing or conveyance. The requirements of this Section may be satisfied by giving the Association a copy of an accepted resale contract in connection with the Owner's request to the Association for a resale certificate.

9.2. Proof of Ownership. On request by the Association from time to time, any person who purports to be an Owner or the agent of an Owner must furnish to the Board evidence of ownership of the Property. A copy of the recorded deed is the customary evidence. This requirement may be satisfied by receipt of a Board approved form that is completed and acknowledged by a title company or attorney at time of conveyance of the Property or any interest therein. The Association may refuse to recognize a person as a Member unless the requested documentation is not provided.

9.3. Owners' Information. Within thirty (30) days after acquiring an ownership interest in a Property, the Owner must provide the Association with the Owner's mailing address, telephone number; the name and telephone number of any resident other than the Owner; and the name, address, and telephone number of any person managing the Property as agent of the Property Owner. An Owner must notify the Association within thirty (30) days after he has notice of a change in any information required by this Section and must provide the information on request by the Association from time to time.

9.4. Mailing and email Address. The Owner or the several co-Owners of a property must register and maintain one (1) mailing address and one (1) email address to be used by the Association for mailing of notices, demands, and all other communications. If an Owner fails to maintain a current mailing address with the Association, the address of the Owner's property is deemed to be his mailing address.

9.5. Email Address. The Owner or the several co-Owners of a property must register and maintain one (1) email address to be used by the Association for mailing of notices, demands, and all other communications.

9.6. Registration of Mortgages. Within thirty (30) days after granting a lien against his property, the Owner must provide the Association with the name and address of the holder of the lien. The Owner must notify the Association within thirty (30) days after he has notice of a change in the information required by this Section. Also, the Owner will provide the information on request by the Association from time to time.

9.7. Assessment. All Owners are obligated to pay assessments imposed by the Association to meet the common expenses as defined in the Declaration. A Member is deemed to be in good standing and entitled to vote at any meeting of the Association if the Owner is current in the assessments made or levied against him/her and his/her property.

9.8. Compliance with Documents. Each Owner will comply with the provisions and terms of the Documents and any amendments thereto. Further, each Owner will always endeavor to observe and promote the cooperative purposes for which the Property was established.

ARTICLE 10

RULES

10.1. Rules. The Board has the right to establish and amend, from time to time, reasonable rules and regulations for: (i) the administration of the Association and the Documents; (ii) the maintenance, management, operation, use, conservation, and beautification of the Property; and (iii) the health, comfort, and general welfare of the residents; provided, however, that such rules may not be in conflict with law or the Documents. The Board will, at all times, maintain the then current and complete rules in a written form which can be copied and distributed to the Members.

10.2. Adoption and Amendment. Any rule may be adopted, amended, or terminated by the Board, provided that that rule and the requisite Board approval are properly recorded as a resolution in the minutes of the meeting of the Board.

10.3. Distribution. On request from any Member or resident, the Board will Provide a current and complete copy of rules. Additionally, the Board will, from time to time, distribute copies of the current and complete rules to Owners through email and, if the Board so chooses, to non-Member residents.

ARTICLE 11

ENFORCEMENT

11.1. Remedies. The violation of any provision of the Documents gives the Board the following rights, in addition to any other rights set forth in the Documents:

11.1.1. Fines. To impose reasonable fines if notice and an opportunity to be heard are given.

11.1.2. Self-Help. After notice and an opportunity to be heard are given, except in case of an emergency, to enter the Property or Common Element in which, or as to which, the violation or breach exists and to summarily abate and remove, at the expense of the defaulting Owner, any structure or condition (except for additions or alterations of a permanent nature that may exist in that Property that is contrary to the intent and meaning of the provisions of the Documents. The Board may not be deemed liable for any manner of trespass by this action.

11.1.3. Courts. To enjoin, abate, or remedy, by appropriate legal proceedings, the continuance of any breach.

11.2. Notice and Hearing. Before imposing a fine or exercising self-help abatement the Board must give the Owner a minimum of one (1) written violation notice providing not less than five (5) days to abate the violation, and an opportunity to be heard.

11.2.1. Notice of Violation. The Board's written violation notice will contain the following: (i) the date the violation notice is prepared or mailed; (ii) a description of the violation; (iii) a reference to the rule or provision of the Documents that is being violated; (iv) a description of the action required to cure the violation; (v) the amount of the fine to be levied and/or the abatement action to be taken; (vi) the date the fine begins accruing or abatement action becomes possible; and (vi) a statement that not later than the 30th day after the date of the violation notice, the Owner may request a hearing before the Board to contest the fine or the abatement action.

11.2.2. Notice to Resident. In addition to giving the written violation notice to the Owner, the Board may also give a copy of the notice to the non-Owner resident, if the Board deems it appropriate.

11.2.3. Active-Duty Military. In the event of a lien or violation of the Bylaws or Restrictions and Covenants, Members will be notified that they may have special rights or relief if they are on active military duty. Owner may have special rights or relief related to the enforcement action under federal law, including the Servicemembers Civil Relief Act if serving on active duty.

11.2.4. Request for Hearing. To request a hearing before the Board, an Owner must submit a written request to the Board within thirty (30) days after the date of the violation notice. Within ten (10) days after receiving the Owner's request for a hearing, the Board will give the Owner notice of the date, time, and place of the hearing. The hearing will be scheduled for a date within forty-five (45) days from the date the Board receives the Owner's request and should be scheduled to provide a reasonable opportunity for both the Board and the Owner to attend.

11.2.5. Pending Hearing. Pending the hearing, the Board may continue to exercise the Association's other rights and remedies for the violation, as if the declared violation were valid. The Owner's request for a hearing suspends only the levy of the fine or the abatement action

11.2.6. Hearing. The hearing will be held in a closed or executive session of the Board. At the hearing, the Board will consider the facts and circumstances surrounding the violation. The Owner may attend the hearing in person or may be represented by another person or written communication. No audio or video recording of the hearing may be made.

11.2.7. Minutes of Hearing. The minutes of the hearing must contain a statement of the results of the hearing and the amount of fine, if any, imposed, or abatement action, if any, authorized. A copy of the violation notice and request for hearing should be placed in the minutes of the hearing. If the Owner appears at the hearing, the notice requirement will be deemed satisfied.

11.3. Imposition of Fine. Within thirty (30) days after levying the fine or authorizing the abatement, the Board must give the Owner notice of the levied fine or abatement action. If the fine or action is announced at the hearing at which the Owner is actually present, the notice requirement will be satisfied. Otherwise, the notice must be in writing.

11.3.1. Amount. The Board may set fine amounts on a case-by-case basis, provided the fine is reasonable in light of the nature, frequency, and effects of the violation. The Board may establish a schedule of fines for certain types of violations. The amount and cumulative total of a fine must be reasonable in comparison to the violation. Each violation shall be treated as a separate occurrence regardless of whether the violation is of the same type or nature.

11.3.2. Type of Fine. If the violation is ongoing or continuous, the fine may be levied on a periodic basis (such as daily, weekly, or monthly). If the violation is not ongoing, but is instead sporadic or periodic, the fine may be levied on a per occurrence basis.

11.3.3. Other Fine-Related. The Association is not entitled to collect a fine from an Owner to whom it has not given notice and an opportunity to be heard. The Association may not charge interest on unpaid fines. The Association may not foreclose its assessment lien on a debt consisting solely of fines. The Board may adopt a collection policy that applies Owners' payments to unpaid fines before retiring other types of assessments.

11.4. Additional Enforcement Rights. Notwithstanding the notice and hearing requirement, the Board may take immediate and appropriate action, without giving the notices required in this Article, against violations of the Documents which, in the Board's opinion, are: (i) self-evident, such as vehicles parked illegally or in violation of posted signs; (ii) threatening to life or property; or (iii) repeat violations of the same provision by the same Owner to whom prior notices and demands have been given for the same violation. Further, the provisions of this Article do not apply to specific remedies provided in the Documents for certain violations, such as nonpayment of assessments.

11.5. Governing Law. All procedures regarding liens and foreclosure proceedings shall default to Chapter 209 of the Texas Property Code.

ARTICLE 12

ASSOCIATION RECORDS

12.1. Requests for Records. Upon written request the POA shall make the books and records of the association, including financial records, open to and available within reasonable business hours for copies or examination by an Owner, or a person designated in writing signed by the Owner as the Owner's agent, attorney, or certified public accountant. An Owner is entitled to obtain from the association copies of information contained in the books and records. The POA shall comply with such written request on or before the 10th business day after the date the association receives the request. Upon written notice to requestor by the POA of its inability to comply with the above request within its 10-day limit, the POA will have an additional 15 days from the date of this notification during which to comply.

12.2. Records of Attorneys and Accountants. The files and records of an attorney or accountant who performs services for the Association are not records of the Association are not subject to inspection by Members and are not subject to production in a legal proceeding.

12.3. Times for Record Request. If an inspection is requested or required, the inspection shall take place at a mutually agreed on time during normal business hours, and the requesting party shall identify the books and records for the Property Owners Association to copy and forward to the requesting party.

12.4. Delivery of Records. The POA Board may produce books and records requested under this Section in hard copy, electronic, or other format reasonably available to the association.

12.5. Records Production and Copying Policy. The POA Board must adopt a Records Production and Copying Policy that prescribes the costs the association will charge for the compilation, production, and reproduction of information requested under this Section and record it in the real property records of Hunt County. The prescribed charges may include all reasonable costs of materials, labor, and overhead but may not exceed costs that would be applicable for an item under 1 T.A.C. Section 70.3. The policy required by this Subsection must be recorded as a dedicatory instrument in accordance with Article 18. An association may not charge an Owner for the compilation, production, or reproduction of information requested under this Section unless the policy prescribing those costs has been recorded as required by this Subsection. An Owner is responsible for costs related to the compilation, production, and reproduction of the requested information in the amounts prescribed by the policy adopted under this Article. The association may require advance payment of the estimated costs of compilation, production, and reproduction of the requested information. If the estimated costs are lesser or greater than the actual costs, the association shall submit a final invoice to the Owner on or before the 30th business day after the date the information is delivered. If the final invoice includes additional amounts due from the Owner, the additional amounts, if not reimbursed to the association before the 30th

business day after the date the invoice is sent to the Owner, may be added to the Owner's account as an assessment. If the estimated costs exceeded the final invoice amount, the Owner is entitled to a refund, and the refund shall be issued to the Owner not later than the 30th business day after the date the invoice is sent to the Owner.

12.6. Retention Policy. The Association will use its best efforts to keep the records required by the Texas Property Code. The POA Board must adopt a Records Retention Policy, and record it in the real property records of Hunt County, to maintain and secure:

- 12.6.1.** all ballots in POA-wide elections for 4 years;
- 12.6.2.** Financial Records for 7 years;
- 12.6.3.** Accounts of current Owners for 5 years;
- 12.6.4.** Contracts for terms of at least one year or more for 4 years;
- 12.6.5.** Minutes of Board meetings for 7 years;
- 12.6.6.** Tax Returns and Audits for 7 years; and
- 12.6.7.** Dedicatory Instruments and all amendments thereof: permanently.

12.7. Resale Certificate. Any officer may prepare or cause to be prepared, certify, and execute resale certificates in accordance with Section 207 of the Texas Property Code. The Association may charge a reasonable fee for preparing resale certificates. The Association may refuse to furnish resale certificates until the fee is paid. Any unpaid fees may be assessed against the Property for which the certificate is furnished.

ARTICLE 13

MANAGEMENT CERTIFICATE

13.1. Certificate Requirements. The POA shall record with the Clerk of Hunt County, Texas, a management certificate, signed, and acknowledged by an officer or the managing agent (if applicable) of the association, stating:

- 13.1.1.** the name of the subdivision;
- 13.1.2.** the name of the association;
- 13.1.3.** the recording data for the subdivision;
- 13.1.4.** the recording data for the declaration;
- 13.1.5.** the name and mailing address of the association;
- 13.1.6.** the name and mailing address of the person managing the association or the association's designated representative; and
- 13.1.7.** other information the association considers appropriate.

13.2. Certificate Recording. The Property Owners Association shall record an amended Management Certificate not later than the 30th day after the date the association has notice of a change in any information in the recorded certificate required by Article 13, Section 1.

13.3. Liability. If the POA fails to record a Management Certificate or an amended Management Certificate under this Section, the purchaser, lender, or title insurance company or its agent in a transaction involving property in the POA is not liable to the POA for:

13.3.1. any amount due to the association on the date of a transfer to a bona fide purchaser;

13.3.2. any debt to or claim of the association that accrued before the date of a transfer to a bona fide purchaser.

13.4. Liens. A lien of a POA that fails to file a Management Certificate or an amended Management certificate under this Section to secure an amount due on the effective date of a transfer to a bona fide purchaser is enforceable only for an amount incurred after the effective date of sale.

ARTICLE 14

ALTERNATIVE PAYMENT SCHEDULE FOR CERTAIN ASSESSMENTS

AND COLLECTION POLICY

14.1. Alternative Payment Schedule. The POA Board must adopt and file in the real property records of Hunt County, the association's Alternative Payment Schedule by which an Owner may make partial payments to the POA for delinquent regular or special assessments, or any other amount owed to the association without accruing additional monetary penalties. Said Payment Plans Guidelines and Application of Payment Schedule has been adopted and filed with the Hunt County, Texas.

14.2. Term of Payment Schedule. The terms of the delinquent payment schedule are outlined in the Alternative Payment Schedule. The association is not required to enter into a payment plan with an Owner who failed to honor the terms of a previous payment plan during the two years following the Owner's default under a previous payment plan.

14.3. Collection Policy. The POA Board has the right to adopt and modify a Collections Policy for delinquent Members assessment accounts.

ARTICLE 15

HEARING BEFORE BOARD; ALTERNATIVE DISPUTE RESOLUTION

15.1. Owner Rights. An Owner has the right to submit a written request for a violation issue hearing to discuss and verify facts and resolve the matter at issue before the Board. The hearing shall be held not later than the 30th day after the Board receives a request from an Owner unless postponements are agreed upon by all parties. The Board shall notify the Owner of the date, time, and place of the hearing not later than the 10th day before the date of the hearing. The Board or Owner may request a postponement, and, if requested, a postponement shall be granted for a period of not more than 10 days. Additional postponements may be granted by agreement of the parties.

15.2. Board Reserved Rights. The Board may temporarily suspend a person's right to vote or use POA common areas if the violation occurred in a common area and involved a significant and immediate risk of harm to others. The Board shall first give written notice to the Owner via certified mail, return receipt requested, that:

15.2.1. Suspension Basis. Describes the violation or property damage that is the basis for the suspension action, charge, or fine and state any amount due the association by the Owner;

15.2.2. Cure Time. Informs the Owner that the Owner is entitled to a reasonable period to cure the violation and avoid the fine or suspension unless the Owner was given notice and a reasonable opportunity to cure a similar violation, within the preceding six months, may request a hearing under Section 209.007 of the Texas Property Code on or before the 30th day after the date the Owner receives the notice;

15.2.3. Special Rights. Owner may have special rights or relief related to the enforcement action under federal law, including the Servicemembers Civil Relief Act if serving on active duty.

15.3. Resolution of Suspension. The temporary suspension is effective until the Board determines that the issue is fully resolved.

15.4. Governing Law. All procedures regarding liens and foreclosure proceedings shall default to Chapter 209 of the Texas Property Code.

ARTICLE 16

BYLAWS

16.1. Adoption. These Bylaws are duly and legally adopted by the Membership on the date hereinafter set forth, as evidenced by the signature of the President of the POA.

16.1. Authority. Any and all of the provisions of the Bylaws herein may be annulled, amended or modified at any time by an affirmative vote of two-thirds of the Board of Directors of POA and ratified by a majority of votes cast by the property Owners in accordance with Article 3 and Article 7 of POA Bylaws, provided that the revision shall be within the scope and prerogatives authorized by the Certificate of Formation and the Law.

ARTICLE 17

GENERAL PROVISIONS

17.1. Compensation. A Director, Officer, Member, or resident may not receive any pecuniary profit from the operation of the Association, and no funds or assets of the Association may be paid as a salary or as compensation to, or be distributed to, or inure to the benefit of a Director, Officer, Member, or resident Nevertheless; (i) Reasonable compensation may be paid to a Director, Officer, Member, or resident for services rendered to the Association in other capacities. (ii) A Director, Officer, Member, or resident may from time to time be reimbursed for his actual and reasonable expenses incurred on behalf of the Association in connection with the administration of the affairs of the Association, provided the expense has been approved by the Board. (iii) The Board may budget and use Association funds to purchase awards, certificates, a celebratory meal, or other customary tokens or demonstrations of appreciation for volunteer activities. (iv) This provision does not apply to distributions to property Owners permitted or required by the Declaration or this Act.

17.2. Conflicting Provisions. If any one or more of the provisions of these Bylaws, or the application of any such provision to any person, entity, or set of circumstances, shall be determined to be invalid, unlawful, or unenforceable to any extent at any time, the remainder of these Bylaws, and the application of such provision to persons, entities, or circumstances other than those as to which it is determined to be invalid, unlawful, or unenforceable, shall not be affected, and shall continue to be enforceable to the fullest extent permitted by law. Any invalid, unlawful, or unenforceable provision hereof shall be reformed to the

extent necessary to render it valid, lawful, and enforceable in a manner consistent with the intentions of the parties hereto regarding such provision. The Texas Property Code may contain additional governing provisions to the POA Bylaws or may from time-to-time be amended. Any provision within these Bylaws inconsistent with local, state, or federal law shall be superseded by the law.

17.3. Severability. Whenever possible, each provision of these Bylaws will be interpreted in a manner as to be effective and valid. Invalidation of any provision of these Bylaws, by judgment or court order, does not affect any other provision which remains in full force and effect.

17.4. Binding Effect. These Bylaws are for the mutual benefit of, and shall be binding upon, each and every person acquiring this Property, as being understood that the covenants, conditions, restrictions, easements, and other provisions contained are herein for the benefit of the Owner. This Declaration, when executed, shall be filed of record in the Real Property Records of Hunt County, Texas, so that each and every Owner is on notice of the covenants, conditions, restrictions, easements, other provisions herein contained.

17.5. No Liability for Trespass. Whenever Association or the Board of Directors exercises any right hereunder and in connection therewith enter upon any Lot, such parties shall not be liable for trespass upon such Lot.

17.6. Waiver. No restriction, condition, obligation, or covenant contained in these Bylaws may be deemed to have been abrogated or waived by reason of failure to enforce the same, irrespective of the number of violations or breaches thereof which may occur.

17.7. Indemnification. To the fullest extent permitted by applicable law, the Association will indemnify any person who was or is a party, or is threatened to be made a party to any threatened, pending, or completed action, suit, or proceeding, whether civil, criminal, administrative, or investigative, by reason of the fact that such person is or was a Director, Officer, committee member, employee, servant, or agent of the Association against expenses (including attorney's fees, judgments, fines, and amounts paid in settlement) actually and reasonably incurred by such person in connection with such action, suit or proceeding if it is found and determined by the Board or a court that such person; (i) acted in good faith and in a manner which such person reasonably believed to be in, or not opposed to, the best interests of the Association; or (ii) with respect to any criminal action or proceeding, had no reasonable cause to believe such conduct was unlawful. The termination of any action, suit, or proceeding by settlement, or upon a plea of nolo contendere or its equivalent, will not of itself create a presumption that the person, did not act in good faith or in a manner reasonably believed to be good, or not opposed to, the best interests of the Association, or, with respect to any criminal action or proceeding, had reasonable cause to believe that such conduct was unlawful.

ARTICLE 18

PUBLIC RECORDS

18.1. Recording of Dedicatory Instruments. The POA shall file all dedicatory instruments and all amendments thereto in the Real Property Records of Hunt County. Dedicatory Instruments include, but not limited to, the following:

- 18.1.1.1. Restrictions and Covenants;
- 18.1.1.2. Bylaws;
- 18.1.1.3. Assessments of POA properties;
- 18.1.1.4. Management Certificate; and

18.1.1.5. Alternative Payment Schedule.

18.2. Availability. A dedicatory instrument has no effect until the instrument is filed in accordance with this Section. The POA shall make all dedicatory instruments relating to the subdivision and filed in the county deed records available on the POA's website.

ARTICLE 19

RESTRICTIVE COVENANTS

19.1 Purpose. One of the primary purposes of the POA is to enforce POA Restrictions and Protective Covenants. The existence of such covenants and of any amendment provisions is recognized.

19.2. Rules. The amendment of POA Restrictions and Protective Covenants shall be performed in accordance with the procedure set out in the record of such covenants and in accordance with Articles 3 and 7 of these Bylaws.

By a vote representing the approval of a majority of the lots, these Bylaws are duly adopted as the Bylaws of Fox Point Club Lot Owners Association, inc. and shall replace and supersede any previously existing and effective bylaws of the POA.

EXECUTED this 6th day of December, 2022.

Signed: Gerald Fellows

By: Gerald Fellows, President
Fox Point Club Lot Owners Association, Inc.

STATE OF TEXAS §

§

KNOW ALL MEN BY THE PRESETS:

COUNTY OF HUNT §

§

This instrument was acknowledged before me this 6th day of December, 2022,

By Gerald Fellows, President of FOX POINT CLUB LOT OWNERS ASSOCIATION Inc.,
a Texas non-profit corporation on behalf of such corporation.

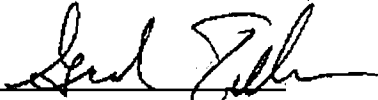
Chris Mascorro


Notary Public, State of Texas
My commission expires: 5-21-2023



Adopted on the 6th day of December, 2022


I, Gerald Fellows, being the President of Fox Point Club Lot Owners Association, Inc., do hereby affirm that these Bylaws were adopted for and in consideration of Fox Point Club Lot Owners Association, Inc. as of the date set forth above.

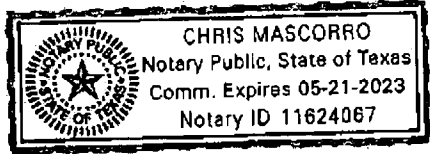

Gerald Fellows, President
Fox Point Club Lot Owners Association, Inc.

ATTEST

Kenton S. Pope, Secretary
Fox Point Club Lot Owners Association, Inc.

STATE OF TEXAS §
 § KNOW ALL MEN BY THE PRESETS:
COUNTY OF HUNT §

This instrument was acknowledged before me this 6th day of December 2022
by Gerald Fellows Secretary of FOX POINT CLUB LOT OWNER ASSOCIATION, Inc., a Texas
non-profit corporation on behalf of such corporation.


Notary Public, State of Texas
My commission expires: 5-21-2023



**RESTATED AND
AMENDED EXTENSION OF RESTRICTIVE COVENANTS
PERTAINING TO FOX POINT CLUB LOT OWNERS
ASSOCIATION, INC.**

STATE OF TEXAS §
 § **KNOW ALL MEN BY THESE PRESENTS:**
COUNTY OF HUNT §

This Restated and Amended Extension of Restrictive Covenants Pertaining to Fox Point Club Lot Owners Association, Inc. (the "Restated Covenants") are made this 17 day of January, 2023, by Fox Point Club Lot Owners Association, Inc. (the "Association").

WITNESSETH:

WHEREAS, by instrument dated August 13, 1962, recorded in Volume 608, Page 5 *et seq.* of the Deed Records of Hunt County, Texas, Alpha Land Inc. ("Developer") imposed restrictive covenants upon Fox Point Club, Section One, a subdivision out of the James Levins Survey in Hunt County, Texas, as extended and amended from time to time; and

WHEREAS, such restrictive covenants were eventually applied by the developer to all of the four sections of Fox Point Club so that all lots in Fox Point Club Subdivisions described in plats of record in Volume 400, Pages 122, 177A, 208 and 209 of the Plat Records of Hunt County, Texas, are now subject thereto; and

WHEREAS, the Association was incorporated, evidenced by instrument of record Filing No. 20831901, Business and Public Filings, Texas Secretary of State, under the Texas Non-Profit Corporation Act for the purpose of administering and enforcing said restrictions as amended; and

WHEREAS, the original restrictive covenants expired by their terms on January 1, 1985, unless extended for successive periods often years by a vote of the owners of a majority of the lots in Fox Point Club evidenced by an instrument of record; and

WHEREAS, the restrictive covenants were thus extended for a period beginning January 1, 1985, and concluding ten years thereafter by instrument of record in Volume 957, Page 172 of the Deed Records of Hunt County, Texas; and

WHEREAS, the restrictive covenants were again extended for a period commencing on January 1, 1995, and concluding ten years thereafter on December 31, 2004, and amended by instrument of record in Volume 335, Page 789, real Property Records, Hunt County, Texas; and

WHEREAS, the restrictive covenants were again amended so as to be in full force and effect applicable to all lots in all of the subdivisions, the owners thereof, their heirs, executors, administrators and assigns, and such amendments are by instrument of record in Volume 538, Page 209, Real Property Records, Hunt County, Texas; and



WHEREAS, the restrictive covenants were again extended for a period commencing on November 1, 2003, and concluding ten years thereafter on December 31, 2014, and amended by instrument of record in Volume 1082, Page 209, Real Property Records of Hunt County, Texas; and

WHEREAS, the restrictive covenants were again extended as the Association, pursuant to the authority granted by Texas Property Code Section 2009.0041(e)-(h) and the approval by the Members of the Association holding at least sixty-seven percent (67%) of the total vote, extended the original restrictive covenants as previously amended and further amended the same, and adopted and imposed upon all of the lots in the Fox Point Club Subdivisions the stipulations and restrictions through the instrument dated December 30, 2014, entitled "Amendment and Extension of Restrictive Covenants Pertaining to Fox Point Club Lot owners Association, Inc." ("Amendment and Extension") and recorded the same on December 30, 2021, under Instrument No. 2014-15757 of the Real Property Records of Hunt County, Texas, which were made covenants running with the land and which shall apply to and are binding upon the owners of said lots, their heirs, executors, administrators, successors and assigns; and

WHEREAS, the Association further amended the Amendment and Extension pursuant to the authority granted by Texas Property Code Section 209.0041(e)-(h) and the approval by the Members of the Association holding at least sixty-seven percent (67%) of the total votes by the First Amendment to the Amendment and Extension of Restrictive Covenants Pertaining to Fox Point Club Lot Owners Association, Inc. recorded on May 19, 2022, as Document No. 2022-11850 of the Real Property Records of Hunt County, Texas.

WHEREAS, the Association desires to restate and replace the Amendment and Extension of Restrictive Covenants, as amended and/or supplemented, pursuant to the authority granted by Texas Property Code 209.004(e)-(h) and the approval of the Members of the Association holding at least sixty-seven percent (67%) of the total vote; and

WHEREAS, these Restated Covenants were approved by Members of the Association holding at least sixty-seven percent (67%) of the total votes.

NOW, THEREFORE, the Amendment and Extension of Restrictive Covenants, as amended and/or supplemented, are replaced in their entirety as follows:

**RESTRICTIVE COVENANTS
Pertaining to Fox Point Club Lot Owners Association, Inc.**

1. All lots shall be known and described as residential lots, and there shall not be erected on any one lot more than one dwelling house and necessary garage, or storage.
2. No buildings shall be erected, placed or permitted to remain on any lot until the building plans and specifications have been presented in writing to and approved in writing by the Board of Directors.

3. All propane gas storage tanks and any other similar outside storage apparatus which are not buried below the surface of the ground must be placed at the side or rear of a building or covered in harmony with the design of the main structure.
4. No sign of any kind shall be displayed to the public view on any lot, except one sign of not more than five square feet advertising the Property for sale or rent, or signs used by the builder to advertise the Property during the construction and sales period.
5. No animals, livestock, or poultry of any kind shall be raised, bred, or kept on any lot. All household pets must be kept within the confines of the Owner's Property, except when on a leash or when under the control of the Owner or another adult.
6. No lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage, or other waste shall not be kept, except in sanitary containers. All containers or other equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition.
7. No discarded or worn-out manufactured materials or machinery including motor vehicles, parts of motor vehicles, tires, aircraft, farm implements, building or construction debris or materials, appliances, scrap metal, boats, or trailers shall be stored upon any lot. A "discarded vehicle" means any abandoned, junked, worn-out, unused, or unlicensed vehicle that is not in condition to be lawfully operated on public roads.
8. No noxious or offensive trade or activity shall be conducted upon any lot, nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood.
9. No sports vehicles, such as 4-wheelers, motorized dirt bikes, dune buggies, and go carts shall operate in a manner which would create a nuisance or hazard on roadways maintained by the Association.
10. No trailer, basement, tent, shack, garage, barn, or outbuilding shall at any time be used as a residence temporarily or permanently, nor shall any structure of a temporary character be used as a residence.
11. No outside toilet facilities shall be maintained on any lot, and all toilet facilities shall be connected to a sewer line or septic tank.
12. All residential buildings must have at least 1,800 square feet of floor space excluding porches, carports and attached garages. No "mobile home" or "manufactured home" as those terms are currently defined in Section 3 of Article 5221(f) Texas Revised Civil Statutes, shall ever be erected upon any lot. If approved by the Board of Directors, a "modular home" may be constructed upon any lot in the Subdivision. "Modular Home" means housing consisting of components (i.e., walls, partitions, roofing, etc.) that is manufactured off premises, transported to site, where it is then assembled and erected on a permanent foundation. The Board of Directors} shall have exclusive authority to decide whether or not the proposed residence is a "mobile home", "manufactured home" or "modular home" in case of any ambiguity in the foregoing definitions.
13. Where lots require a culvert at the point of exit to the roadways, the culvert shall be of a material, type, length, and diameter that is approved by the Board of Directors of the Association or its designee.

14. No building shall be located on any lot nearer to any side-lot line than ten (10) feet or ten percent (10%) of the width of the lot, whichever is smaller, nor in case of corner lots, nearer than fifteen (15) feet to any side-lot plus 1/2 the width of the road.

15. All residential structures must be completed on the exterior within one hundred eighty (180) days after commencement of construction, or Owner must secure written approval from the Board of Directors of the Association or its designee.

16. All Owners of lots, homes and buildings must keep and maintain said lots, homes and buildings in a neat and orderly manner free of discarded debris and junk.

17. Quarterly dues as set at annual meetings of the Association shall be allocated sixty percent (60%) of total collections for road maintenance including the expense of security lights, and forty percent (40%) of collections allocated to normal homeowners association expenses and expenditures as approved by a majority of the Membership present at the annual meeting.

18. Membership: Each and every individual owning a lot within the Fox Point Club subdivision shall be a Member of the Association. By the acceptance of a deed or other conveyance of such lot, each and every Owner(s) of any lot within this subdivision shall be deemed to covenant and agree to pay such association such assessments or charges as may be fixed, established and collected from time to time. Such assessments, together with interest thereon and costs of collection thereof, shall be and constitute a charge and a continuing lien upon the Property against which each such assessment is made, and shall also be the personal obligation of each and every Owner of such property at the time which such assessment fell due. Such assessments shall be used for the purpose of maintaining roads, office, safety and welfare of the residents of the Fox Point Club subdivision. It is further provided that the lien securing any assessment, as "provided for herein, and any renewals or extensions thereof, if all assessments applicable to the premises covered by such mortgage, and all payments thereof, are current at the time of execution of such mortgage. Any lot Owner or lessee owing no outstanding assessments is eligible to hold an office in the Association. All enforcement for assessments owed to the Association is governed under the procedures and policies of the Association's Alternative Payment Schedule found as Exhibit A to the Bylaws.

19. When valid complaints are received by an Officer of the Association on any restriction, a written warning will be given to the responsible Owner. If complaints are received after the warning, the lot Owner will be subject to a special monetary assessment for each day the lot Owner is not in compliance with these restrictions to be determined by the Board of Directors of the Association after notice to the responsible lot Owner and an opportunity to be heard. No assessment under this paragraph shall exceed the amount at the time of the violation authorized as civil damages under Section 202.004, Texas Property Code, as amended. Collection of any such assessment shall be enforced in the same manner as other dues and assessments of the Association or by judicial process.

20. All persons acquiring property in any subdivision of the Fox Point Club Addition shall hereby agree and covenant to abide by and fully perform the foregoing restrictions and covenants. The Property Owner's signature, attesting to the above, will be required.

21. Invalidation of any one or more of the covenants or restrictions herein contained by any court of competent jurisdiction or otherwise, shall in no way affect or impair the validity of the remainder of these covenants and restrictions which shall continue in full force and effect.

22. With the exception of the Non-Conforming Use Lots defined below, no lot, residence or improvement in the Fox Point Club Subdivision may be leased as a STR. Doing so is a violation of these covenants, and each day of the lease is a separate violation. The penalty is \$200.00 per day, which may be collected through judicial process, a lien or liens against the Property, or any other lawful process.


Definitions:

- a. Short-Term Rental ("STR") -- a rental of real property, including any recreational vehicle, trailer, residence, manufactured housing, or any other structure used for residential use on a lot or lots in Fox Point for a rental of 30 days or less.
- b. Non-Conforming Use Lots -- lots which were being used as STR prior to June 27, 2021. The Owners of these lots on that date are "grandfathered" and may continue their use as STR as long as they comply with all other covenants of the Fox Point Subdivision. Those lots are as follows: Lots 25, 26, 42 & 43.

"With the exception of the non-conforming use lots identified above, no lot, residence or improvement in the Fox Point Club Subdivision may be leased as a Short-Term Rental. Doing so is a violation of these covenants, and each day of the lease is a separate violation. The penalty is \$200.00 per day, which may be collected through judicial process, a lien or liens against the Property, or any other lawful process."

IN WITNESS WHEREOF, the undersigned has executed this Restated and Amended Extension of Restrictive Covenants and Extension of Restrictive Covenants as of the date first above written, certifying the accuracy of the contents of the amendment and its adoption by the express written consent of more than sixty-seven percent (67%) of the outstanding votes of the Members of the Association, in the aggregate, regardless of class.

**FOX POINT CLUB LOT OWNERS
ASSOCIATION, INC.,** a Texas non-profit
corporation

By: 

Printed Name: Gerald Fellows

Title: President

ACKNOWLEDGEMENT

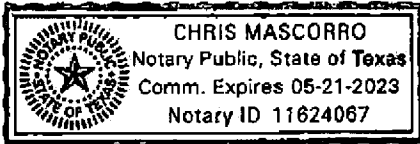
STATE OF TEXAS

COUNTY OF Hunt

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BEFORE ME, the undersigned authority, on this day personally appeared Gerald Telles, President of Fox Point Club Lot Owners Association, Inc., a Texas non-profit corporation, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that (s)he executed the same for the purposes and consideration therein expressed on behalf of said corporation.

SUBSCRIBED AND SWORN TO BEFORE ME on this 17th day of January, 2023.



Chris Mascorro
Notary Public

My Commission Expires: 5-21-2023

G/Pud.Amd/FoxPointClub-restatedcovenants

**THE STATE OF TEXAS
COUNTY OF HUNT**

I hereby certify that this instrument was FILED on the
date and time stamped heron by me and was duly
RECORDED in the Records of Hunt County, Texas

2023-08026

05/03/2023 08:06:59 AM



A handwritten signature in cursive script that reads "Becky Landrum".

Becky Landrum, County Clerk
Hunt, TX