

SWRA Annual Meeting Notice 2024-2025

September 30, 2024

Dear SWRA Member,

The Annual Meeting for Sportsman's World Recreational Association, Inc. (SWRA) will be held at our Pavilion on **Saturday, October 19, 2024 at 10:30 a.m.** Please plan to register by 9:30 a.m. All property owners are invited and encouraged to attend. Breakfast burritos, donuts, coffee, and water will be available from 9am-11am.

This notice includes the following items:

- Annual Meeting Notice & Amended Notice of Assessment
- Agenda
- Proxy

We will elect one member to the expiring term for the SWRA Board, who will serve for a three-year term. A proxy is included. We urge you to **send in your proxy by Thursday, 10/17 even** if you plan to attend the meeting. Your proxy can be returned to you at the meeting to vote in person.

For the 2024-25 fiscal year, the SWRA Board of Directors has set the annual assessment at \$1000.00 for each residential property which reflects no change. For non-residential ranch acreage, the Board of Directors has set the Ranch Road Use fee payable to SWRA at \$100.00 per acre. The budget, financials, and previous annual meeting minutes will be presented at the Annual Meeting.

You may print and fax or scan/email your proxy form to:

Email: swra@swra.net

Fax: 940-779-2112

Mail: SWRA, Inc.; 6020 Hell's Gate Loop; Strawn, TX 76475

Thank you for your participation and we look forward to seeing you.
Sincerely,

SWRA Board of Directors

Jeff Watters, President

Roy Davis, Vice President

Sandy Winkelman, Secretary/Treasurer (term expiring)

ANNUAL MEETING

October 19, 2024

9:00 a.m. -Registration

9:30 a.m. – SWROA Meeting at the Pavilion

10:00 a.m. – SWPOA Meeting at the Pavilion

10:30 a.m. – SWRA Meeting at the Pavilion

AGENDA

Sportsman's World Recreational Association, Inc. (SWRA)

- | | |
|--|-----------------|
| 1. CALL MEETING TO ORDER | Jeff Watters |
| 2. ANNOUNCEMENT OF QUORUM | Roy Davis |
| 3. INTRODUCTION OF SWRA BOARD | Jeff Watters |
| 4. NOMINATIONS FOR SWRA BOARD POSITION & CALL FOR BALLOTS | Jeff Watters |
| 5. APPROVE MINUTES OF SWRA ANNUAL MEETING OF OCTOBER 21, 2023 | Jeff Watters |
| 6. APPROVE PRIOR YEAR FINANCIAL STATEMENTS | Sandy Winkelman |
| 7. REVIEW FISCAL YEAR 2024-25 BUDGET | Sandy Winkelman |
| 8. REPLATS & NON-RESIDENTIAL DUES | SWRA Board |
| 9. OPEN FORUM (limit of 5 minutes per speaker unless time limit waived by Board) | SWRA Board |
| 10. ANNOUNCEMENT OF ELECTION RESULTS | Jeff Watters |
| 11. SCHEDULE OF ANNUAL MEETING FOR 2025 | Roy Davis |
| 12. CALL FOR ADJOURNMENT | Jeff Watters |

Sportsman’s World Recreational Association, Inc.

Proxy 2024

I, the undersigned, who am the Owner of a Lot or Tract within Sportsman’s World indicated below my signature and a Member of the Sportsman’s World Recreational Association, Inc. (SWRA), hereby appoint the following person to act as my proxy, to attend and vote on my behalf at a duly called Annual Meeting of the Members of Sportsman’s World Recreational Association, Inc., to be held on October 19, 2024.

Printed Name of the person to act as my proxy: _____

I direct that my proxy vote on my behalf on the following matter as follows:

For a three-year term on the SWRA Board of Directors, cast my vote(s) for the person I have indicated below:

- Select ONLY ONE:
- Sandy Winkelman
 - Other _____ *please print*

My proxy has full power to vote and act for me according to the number of votes which I would be entitled to vote if personally present at the meetings, except as above limited.

The authority of my proxy to exercise the powers granted above will commence on the date of the meeting set out above and will terminate upon the final conclusion of such meeting. It is my intention that this proxy shall be valid for all continuances and recalls of such meeting.

Signature: X _____

Print Name: X _____

Email: _____ Phone: _____

Your Sportsman’s World street address or legal description (Sect, Blk, Tract, Lot):

This is not an invoice. Please do not pay from this notice.

This notice does not apply to the
condo associations.

October 1, 2024

Dear SWRA Member,

The Board of Trustees of Sportsman's World Recreational Association, Inc. (SWRA) has finalized the assessment amounts for the 2024-25 fiscal year, beginning October 1, 2024. For this coming year, SWRA residential assessments will be \$1000 per year which reflects a \$200 per lot increase from last year. Please see attached regarding residential replats.

For non-residential ranch acreage in sections 11, 12, 15 & 16 (see attached letter for definition of non-residential property), the Board has set the Ranch Road Use fee payable to SWRA at \$100.00 per acre.

Please note: Invoices will be mailed on October 24, 2024. Your payment can be made by cash or check made payable to SWRA 6020 Hells Gate Loop Strawn, TX 76475. Please include your account number in the memo section. You may also pay via ACH through email upon request. Payment Plan requests must be made in writing by 11/30/2024. You can find the Assessment & Payment Plan policies on our website.

The 2024-25 budget and financials will be discussed at the ***Annual Meeting which will be held on October 19, 2024 at 10:30 a.m. at the Pavilion.*** The meeting package will be posted on our web site at www.swra.net no later than October 1, 2024.

We look forward to seeing you at the Annual Meeting.

Thank you,

Jeff Watters- President
Roy Davis- Vice President
Sandy Winkelman- Secretary/Treasurer

Sportsman's World Recreational Association, Inc.

Dear Owner:

You are receiving this notice because you are the owner of one or more lots or tracts of land located in Sportsman's World Sections 1-13 and/or Sportsman's World Sections 15-16 ("SWRA Property") which are subject to the covenants, conditions, and restrictions for the Sportsman's World Recreational Association, Inc. ("SWRA").

The Declaration of Covenants, Conditions, and Restrictions for Sportsman's World (Recreational Facilities) for the SWRA ("SWRA Declaration") states that regular assessments are to be levied against SWRA Property owners on a uniform basis per lot or tract. 'Lot' and 'tract' are used interchangeably in the SWRA Declaration but mean the same thing – a single unit of real property described by metes and bounds or lot-and-block description per the original plat of each section of the SWRA Property – and are therefore referred to as a "lot" or "lots" hereafter. An exception to this per-lot uniform assessment requirement exists for certain properties within Sportsman's World Sections 11, 12, 15, and 16, and owners of any lot(s) within the foregoing Sections have or will receive a separate letter from SWRA pertaining to this exception.

Various owners of land within the SWRA Property own replatted original lots which have been combined into a single new contiguous tract of property per a replat ("Replatted Property") and have contended that the Replatted Property is therefore one single "lot" for purposes of regular assessments per the SWRA Declaration. This contention is incorrect and adverse to the intent of the original developer of Sportsman's World pursuant to the language of the SWRA Declaration.

The following requirements are in effect as of July 1, 2024:

1. An owner of any Replatted Property within SWRA Property which consists of more than one original lot as defined in the original plats of the SWRA Property will continue to be assessed in the same manner pertaining to total number of lots owned as the last cycle of regular assessments until such time that title to any portion of a Replatted Property changes ownership in any form or fashion, including but not limited to via sale, conveyance, gift, quitclaim, or any other method of title transfer; and
2. Upon transfer of title to any portion of a Replatted Property, SWRA regular assessments will thereafter be levied, beginning during the next cycle of regular assessment levies after such transfer, on an owner of any portion of the Replatted Property based on the number of original lots per the original SWRA Property plats which are owned by each individual owner.

For ease of understanding, the following are examples of these requirements using "Section Z" for purposes of demonstration:

1. *Example 1:* John Doe currently owns Lot 3R, which is a replat and combination of original plat Section Z Lots 1, 2, and 3:
 - a. If John Doe has previously been assessed by the SWRA as only owning 'one lot' for purposes of regular assessments, John Doe will continue to be assessed as being the owner of one lot until such time as John Doe transfers title to any portion of Lot 3R;
 - b. Upon the transfer of title for any portion of Lot 3R from John Doe, John Doe will be regularly assessed based on the number of original lots he retains ownership of out of Lot 3R after such transfer and whomever obtains title to the portion of Lot 3R that was transferred from John Doe will be assessed based upon the original number of lots making up the portion of 3R that was transferred.
 - i. If John Doe sells original Lot 3 out of the replatted Lot 3R, John Doe will thereafter be considered to own two lots (Lot 1 and Lot 2 per the original plat) and the new title holder will be considered to own one lot (Lot 3 per the original plat) for purposes of SWRA regular assessments.

- ii. If John Doe sells the entirety of Lot 3R, the new owner will be considered to own three lots for purposes of SWRA regular assessments (Lots 1, 2, and 3 per the original plat).
2. *Example 2:* Jane Doe currently owns Lot 5R, which is a replat and combination of all of Lot 5 and ½ (50%) of Lot 4 of original Section Z Lots 4 and 5:
 - a. If Jane Doe has previously been assessed by the SWRA as only owning 'one lot' for purposes of regular assessments, Jane Doe will continue to be assessed as being the owner of one lot until such time as Jane Doe transfers title to any portion of Lot 5R;
 - b. If Jane Doe transfers title to the entirety of Lot 5R, the new title owner will be considered to own 1.5 lots for purposes of SWRA regular assessments (Lot 5 and ½ of Lot 4 per the original plat).
 - c. If Jane Doe transfers title to original lot 4 out of replatted Lot 5R, the new owner will be considered to own one lot (original lot 4) and Jane Doe will be considered to retain 0.5 lots (1/2 of lot 4), the remaining amount of 5R that was not transferred, for purposes of regular assessments.
3. *Example 3:* John Doe owns Lot 6R which is a replat and combination lot 6 and the eastern 1.5 acres of lot 7 of original plat Section Z Lots 6 and 7. Jane Doe owns Lot 8R which is a replat and combination of the western 2.5 acres of lot 7 and all of lot 8 of original plat Section Z Lots 7 and 8. Lot 7 of the original plat consisted of 4 acres total.
 - a. If Jane Doe and John Doe have previously been assessed by the SWRA as only owning 'one lot' each for purposes of regular assessments, they will continue to be assessed as being the owner of one lot each until such time as title to any portion of their respective properties are transferred.
 - b. If John Doe transfers the entirety of lot 6R, the new owner will be considered to own 1.375 lots for purposes of regular assessments consisting of original lot 6 and 37.5% of original lot 7 (1.5 acres out of 4 original total acres).
 - i. Jane Doe will still be considered the owner of only one lot if previously assessed as such because she has not conveyed any portion of Lot 8R.
 - c. If Jane Doe transfers the entirety of lot 8R, the new owner will be considered to own 1.625 lots for purposes of regular assessments consisting of original lot 8 and 62.5% of original lot 7 (2.5 acres out of 4 total original total acres).
 - i. John Doe will still be considered the owner of only one lot if previously assessed as such because he has not conveyed any portion of Lot 6R.
 - d. If title to both Lot 6R and Lot 8R are transferred to the same new owner by John Doe and Jane Doe, respectively, the new title owner of 6R and 8R will be considered to own three lots total for purposes of regular assessments (1.375 for lot 6R and 1.625 for Lot 8R, consisting of original lots 6, 7 and 8).

If you have any questions regarding the contents of this notice, please contact the SWRA to discuss.

Thank you for your time and attention to this matter.

Sincerely,

Sportsman's World Recreational Association, Inc.

October 19, 2024

SPORTSMAN'S WORLD RECREATIONAL ASSOCIATION, INC.

Dear Owner:

You are receiving this notice because you are the owner of one or more lots or tracts of land in Sportsman' World Section 11, 12, 15 or 16 and the property you own is subject to the covenants, conditions, and restrictions for both the Sportsman's World Recreational Association, Inc. ("SWRA") and the Sportsman's World Ranch Owners' Association, Inc. ("SWROA").

The Declaration of Covenants, Conditions, and Restrictions for Sportsman's World (Recreational Facilities) for the SWRA ("SWRA Declaration") states that regular assessments are to be levied against property owners on a uniform basis per lot or tract. However, the Declaration of Covenants, Conditions and Restrictions for Sportsman's World (Ranch Estates) for the SWROA ("SWROA Declaration") mandates that any lot or tract which has been devoted *exclusively* to other than residential use shall not be subject to SWRA regular per-lot assessments and instead shall pay an annual road maintenance assessment to the SWRA based on acreage owned rather than on a per-lot basis. Any lot or tract used for any purpose other than for an exclusively non-residential purpose is therefore required to pay the uniform, per-lot SWRA assessment rather than the road maintenance assessment.

Both the SWRA Declaration and SWROA Declaration provide that all lots and tracts within Sections 11,12, 15, and 16 are by default residential lots and remain so unless and until they are devoted to an exclusively non-residential purpose. A lot or tract that is undeveloped and not used is still considered a residential tract by default because it has not been devoted for non-residential use. A lot or tract that is used even temporarily for residential purposes, such as for the parking of a mobile home or travel trailer, is still considered residential because it is not used in an *exclusively* non-residential way. Only if a lot or tract is used exclusively for a non-residential purpose, such as for ranching without any temporary or permanent living quarters on the property, is the lot or tract removed from the SWRA regular assessment requirement and subject to the road maintenance assessment instead.

All owners of property within Section 11, 12, 15 or 16 that have not dedicated their lot(s) or tract(s) for an exclusively non-residential purpose will be subject to regular, uniform SWRA per-lot assessments during the next regular assessment billing cycle.

If you have any questions regarding whether any lot or tract you own within Section 11, 12, 15 or 16 is classified as devoted to exclusively non-residential use or otherwise, please contact the SWRA to discuss.

Thank you for your time and attention to this matter.

Sincerely,

Sportsman's World Recreational Association, Inc.