

**THE STATE OF TEXAS  
COUNTY OF ANDREWS**

I hereby certify that this instrument was FILED on the  
date and the time stamped hereon by me and was duly  
RECORDED in the OPR Records of Andrews, Texas.

20-4419 Pages: 22  
11/30/2020 02:47 PM



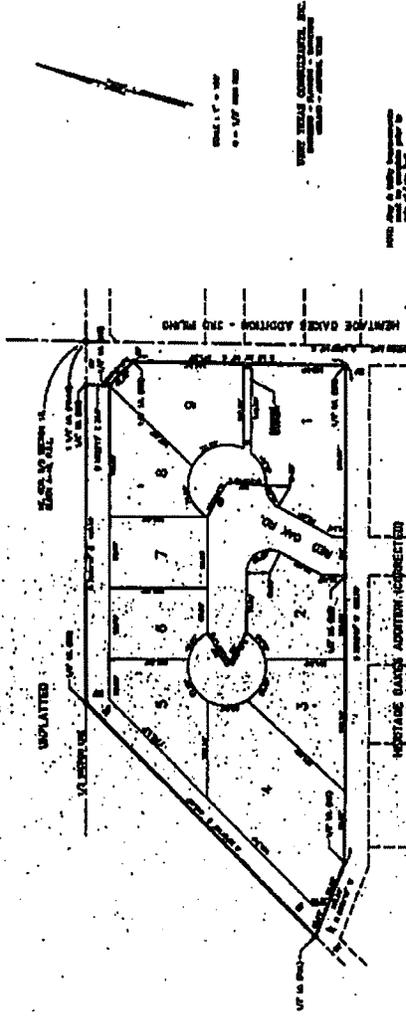
*Vicki Scott*

Vicki Scott, County Clerk  
Andrews, Texas

# HERITAGE OAKES ADDITION - 5TH FILING

A SUBDIVISION OF 4.509 ACRES OUT OF SECTION 16, BLOCK A-46, P.S.L., ANDREWS COUNTY, TEXAS AND BEING A REPLAT OF ALL OF HERITAGE OAKES ADDITION - 4TH FILING, ANDREWS COUNTY, TEXAS

963622  
4/62  
308



BEFORE ALL MEN BY THESE PRESENTS:

I, James E. Thompson, Registered Professional Land Surveyor, do hereby certify that I prepared this plat from an actual and accurate survey of land and that the corner monuments shown hereon were properly placed under my personal supervision and in accordance with all requirements of the City of Andrews, Texas.

*James E. Thompson*  
J. E. Thompson, P.L.S. No. 1080  
May 28, 1966



This is to certify that FUTURE LAND DEVELOPMENT, INC. is the owner of a subdivision of 4.509 acres of land out of Section 16, Block A-46, Andrews County, Texas and being a replat of the Heritage Oakes Addition - 4th Filing, Andrews County, Texas, and subdivision to be known as HERITAGE OAKES ADDITION - 5TH FILING, and do hereby adopt the accompanying plan for subdividing the same and do hereby submit the same to the use of the public the streets and alleys shown thereon.

*Max Mahoney*  
Max Mahoney, President  
Future Land Development

STATE OF TEXAS  
COUNTY OF ANDREWS

Before me, the undersigned, a Notary Public in and for said County and State, on this day personally appeared

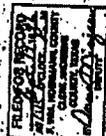
*Max Mahoney*  
Max Mahoney, President of Future Land Development, who acknowledged to me that he executed the same for the purposes and consideration therein, and the capacity therein stated.

Given under my hand and seal of office this the 23rd day of April, 1966.

*John D. ...*  
John D. ... Notary Public  
Andrews County, Texas  
My Commission Expires the 7th day of January, 1977

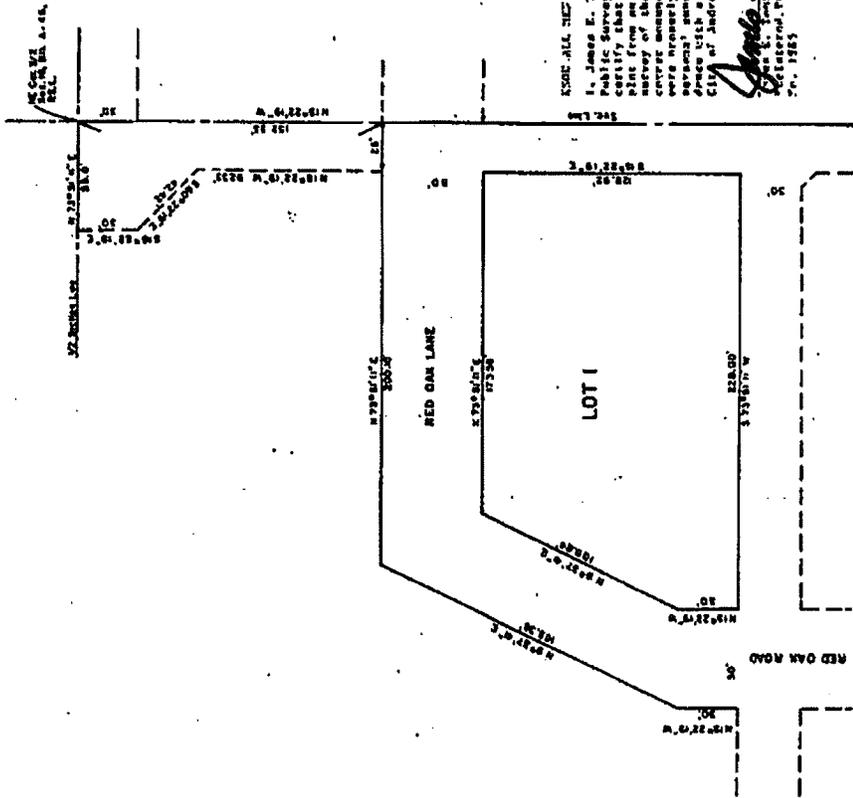


Approved this 28 day of August, 1966, by the City Council of Andrews, Andrews County, Texas.



**HERITAGE OAKES ADDITION - 4TH FILING**  
 A SUBDIVISION OF 0.99 ACRES OUT OF THE S/2 OF SECTION 16, BLOCK A-46, P.S.L.  
 ANDREWS COUNTY, TEXAS

8855273



KNOW ALL MEN BY THESE PRESENTS:  
 I, James E. Tomblin, Registered  
 Public Surveyor, do hereby  
 certify that I prepared this  
 plat from an aerial and accurate  
 survey of the land and that the  
 corner monuments shown thereon  
 were properly set and that the  
 bearings and distances are  
 correct with all requirements of the  
 laws of Andrews, Texas.



Witness my hand and seal of office, this 15th day of Dec., 1982.  
 J. E. Tomblin, Registered Public Surveyor, Andrews County, Texas, No. 1285.

State of Texas  
 County of Andrew

Before me, the undersigned, a Notary Public in and for said County and State, did this day personally appear Jack D. Tomblin known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed, and in full compliance with the laws of the State of Texas.

Given under my hand and seal of office, this 15th day of Dec., 1982.  
 J. E. Tomblin, Notary Public - Andrews County, Texas.

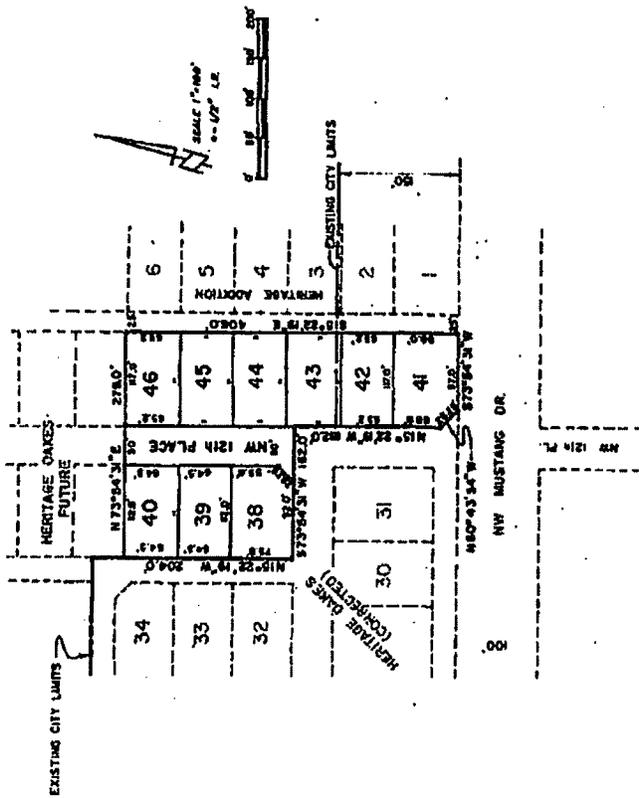
This plat was received and accepted by action of the City Council of Andrews, Andrews County, Texas, on December 1, 1982.  
Jack D. Tomblin City Secretary





# HERITAGE OAKS ADDITION 2nd FILING

A SUBDIVISION OF 184 ACRES OUT OF THE SW/4 OF SECTION 16, BLOCK A - 45, P.S.L. ANDREWS COUNTY, TEXAS, AND BEING A REPLAT OF LOTS 137-142 AND LOTS 146-148, NORTHCREST SUBDIVISION, SECTION No. 4



KNOW ALL MEN BY THESE PRESENTS that Fred B. Manning, Registered Public Surveyor, do hereby certify that I received this plat from an actual surveyor and that the same is a true and correct copy of the original plat as recorded in the office of the County Clerk of Andrews County, Texas.

*Fred B. Manning*  
 Fred B. Manning, Registered Public Surveyor, No. 1771

*Max Meyer*  
 Max Meyer, Surveyor

This is to certify that the plat of the subdivision of 184 acres out of the SW/4 of Section 16, Block A - 45, P.S.L. of Andrews County, Texas, and being a replat of lots 137-142 and lots 146-148, Northcrest Subdivision, Section No. 4, Andrews County, Texas, said subdivision to be known as HERITAGE OAKS ADDITION 2ND FILING, and do hereby dedicate to the public use of the State of Texas the same as streets and alleys as herein thereon.

*Max Meyer*  
 Max Meyer, Surveyor

State of Texas  
 County of Andrews

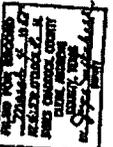
I, the undersigned, a Notary Public in and for said County and State, of this day personally appeared Max Meyer, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and considerations therein expressed, and in the capacity therein stated.

Given under my hand and seal of office, this 1st day of March, 1985.

My commission expires 11-9-88

*Max Meyer*  
 Max Meyer, Notary Public - Andrews County

*Max Meyer*  
 Max Meyer, City Secretary





841708

# HERITAGE OAKS ADDITION

A SUBDIVISION OF 17.42 ACRES OUT OF SECTION 16, BLOCK A-46 AND SECTION 16, BLOCK A-45, P.S.L., ANDREWS COUNTY, TEXAS, AND BEING A REPLAT OF LOTS 148-160, NORTHCREST SUBDIVISION, SECTION NO. 4, ANDREWS COUNTY, TEXAS

KNOW ALL MEN BY THESE PRESENTS, that J.E.C. Tomkins, Registered Public Surveyor, do hereby certify that I prepared this plat from an accurate and reliable survey of land and that the corner monuments shown hereon are correctly placed under the provisions of the laws of the State of Texas, and that the plat is a true and correct representation of the actual situation of the land.

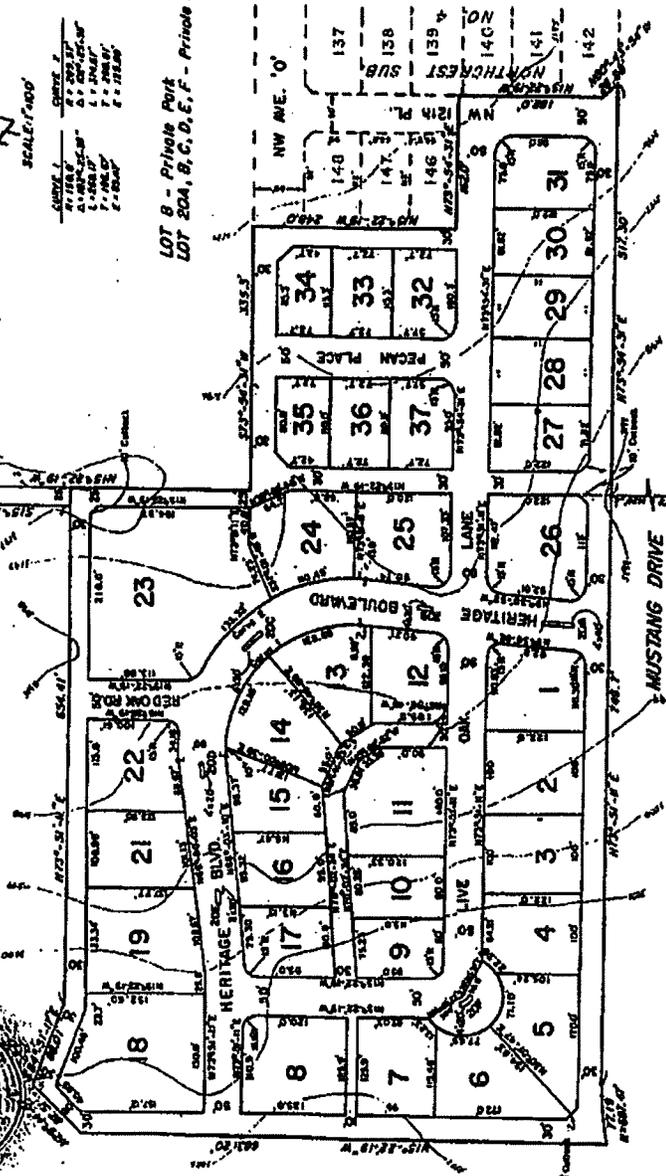
Witness my hand and seal of office at Austin, Texas, this 15th day of August, 1985.  
*J.E.C. Tomkins*  
Public Surveyor



SCALE: 1"=400'

CURVE 1  
CURVE 2  
A 1 1/2" RADIUS  
A 2 1/2" RADIUS  
A 3 1/2" RADIUS  
A 4 1/2" RADIUS  
A 5 1/2" RADIUS  
A 6 1/2" RADIUS  
A 7 1/2" RADIUS  
A 8 1/2" RADIUS  
A 9 1/2" RADIUS  
A 10 1/2" RADIUS

LOT 8 - Private Part  
LOT 20A, B, C, D, E, F - Private Maples



This is to certify that HERITAGE OAKS DEVELOPMENT, INC. is the owner of a subdivision of 17.42 acres out of Section 16, Block A-46 and Section 16, Block A-45, P.S.L., Andrews County, Texas and being a replat of Lots 148-160, Northcrest Subdivision, Section No. 4, Andrews County, Texas, said subdivision to be known as HERITAGE OAKS ADDITION, and do hereby submit the foregoing plan for subdivision of the same and do hereby authorize the use of the public the streets shown hereon.

*Mark W. Newland*  
Vice President

State of Texas  
County of Andrews  
Before me, the undersigned, a Notary Public in and for said State of Texas, on this 15th day of August, 1985, personally appeared *Mark W. Newland*, known to me to be the person whose name is subscribed to the foregoing plat and acknowledged to me that he executed the same for the purposes and considerations therein expressed, and in the capacity therein stated.

*Mark W. Newland*  
Notary Public

This plat was passed and accepted by action of the City Council of Andrews, Andrews County, Texas, on this 15th day of August, 1985.

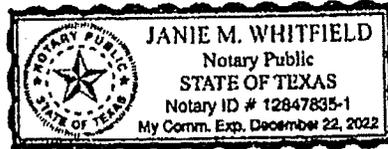
*City Clerk*  
City Secretary



THE STATE OF TEXAS   §  
                  ECTOR   §  
COUNTY OF ANDREWS   §

This instrument was acknowledged before me on the 18<sup>th</sup> day of November, 2020, by Michael W. Moore, President of Heritage Oakes Property Owners' Association on behalf of said association.

(SEAL)



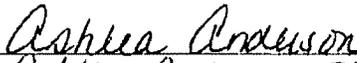
Janie M. Whitfield  
NOTARY PUBLIC IN AND FOR  
THE STATE OF TEXAS

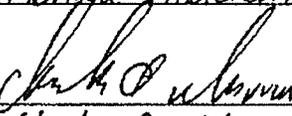
**AFTER RECORDING RETURN TO:**

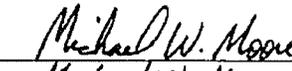
Todd, Barron, Thomason, Hudman & Bebout, P.C.  
Attn: Shane M. Bebout  
3800 E. 42nd Street, Suite 409  
Odessa, Texas 79762-5982

ADOPTED by the Board of Directors effective the 10th day of November, 2020.

  
\_\_\_\_\_  
STANLEY SERIS, Director

  
\_\_\_\_\_  
Ashlea Anderson, Director

  
\_\_\_\_\_  
Charles O. Mohr DVM, Director

  
\_\_\_\_\_  
Michael W. Moore, Director

**CERTIFICATION**

IN WITNESS WHEREOF, the undersigned, Michael W. Moore, as the duly elected, qualified and acting President of Heritage Oakes Property Owners' Association, a Texas nonprofit association, hereby certifies on behalf of the Association that these Bylaws were duly adopted by the Board of Directors of the Association at a meeting of the Board held on November 10, 2020, and shall take effect upon recording of the same in the Official Public Records of Andrews County, Texas.

HERITAGE OAKES PROPERTY  
OWNERS' ASSOCIATION, a Texas  
nonprofit association

By: Michael W. Moore  
\_\_\_\_\_  
Michael W. Moore, President

**ARTICLE XIX  
SEVERABILITY**

The invalidity of any provision or provisions of these Bylaws shall not be deemed to impair or affect in any manner the validity, enforceability, or effect of the remainder of these Bylaws, and in such event, all of the other provisions of these Bylaws shall continue in full force and effect as if such invalid provision had never been included herein.

**ARTICLE XX  
GENERAL PROVISIONS**

1. **Fiscal Year.** Unless otherwise designated by the Board of Directors, the fiscal year of the Association shall begin on the first day of January and end on the 31<sup>st</sup> day of December.

2. **Ratification.** The Board of Directors may in its discretion submit any contract, transaction, or act for approval or ratification at any annual meeting of the Members or at any such meeting of the Members called for that purpose, and any such contract, transaction, or act shall be approved or ratified by a majority of a quorum of the Members present in person or by proxy. When so ratified or approved, any such contract, transaction, or act shall be as valid and as binding upon the Association and upon all of the Members as though it has been approved or ratified by every Member of the Association.

3. **Depositories.** The funds of the Association shall be deposited in such banks or credit unions as shall be selected and designated by the Board of Directors. Drafts, checks, and other orders for payment or withdrawal of funds on deposit with any such bank or credit union shall be signed by such officers or employees as the Board shall from time to time designate.

4. **Waiver of Notices.** To the extent allowed by law, whenever the Bylaws, Declaration, or Texas law call for notice to be given to any Member, Director, officer, or other person, a waiver thereof in writing signed by the person or persons entitled to such notice, shall be equivalent to the giving of such notice. Attendance at a meeting shall constitute waiver of notice of such meeting, except where a person attends such meeting for the purpose of objecting the lack of notice.

5. **Additional Provisions.** In the absence of any specific provision in these Bylaws with respect to any matter, reference is hereby made to the laws of the State of Texas governing the existence and operation of the Association.

[SIGNATURES TO FOLLOW]

**ARTICLE XV  
TRANSACTIONS WITH MEMBERS, DIRECTORS AND OFFICERS**

The Association may enter into contracts or transact business with one or more of its Directors, officers, or members, or with any firm of which one or more of its Directors, officers, or members are members, or with any corporation, association, company, organization, or entity in which one or more of its Directors, officers, or members are directors, officers, trustees, shareholders, beneficiaries, or are otherwise interested, and in the absence of fraud, such contract or transaction shall not be invalidated or in any way affected by the fact that such Directors, officers, or members having such adverse interest may have been necessary to obligate the Association upon such contract or transaction.

**ARTICLE XVI  
EXECUTION OF DOCUMENTS**

The persons who shall be authorized to execute any and all contracts, documents, instruments of conveyance or encumbrances, including promissory notes, shall be the President, Vice-President, Treasurer, and the Secretary.

**ARTICLE XVII  
ABATEMENT AND ENJOINMENT OF VIOLATIONS BY OWNERS**

The violation of any rule or regulation promulgated by the Board of Directors, or the breach of any Bylaw, or the breach of any provision of the Declaration, shall give the Board of Directors or the Managing Agent the right, in addition to any other rights set forth therein, (a) to enter the property in which, or as to which, such violation or breach exists and to summarily abate and remove the structure, thing, or condition that may exist therein contrary to the intent and meaning of the provisions thereof, without being deemed guilty in any manner of trespass, and without being liable to prosecution or in damages therefor, and to charge all expenses thereof, if any, to the defaulting owner; and (b) to enjoin, abate, or remedy by appropriate legal proceedings, either at law or in equity, the continuance of any breach, and to recover from such Owner all its expenses and costs in connection therewith, including without limitation attorney's fees and court costs.

**ARTICLE XVIII  
NOTICES**

It shall be the responsibility of any person or entity who is an Owner to furnish to the Secretary of the Association such Owner's mailing address. Upon receipt of the Owner's mailing address, the Secretary of the Association shall thereafter send to the Owner all notices required hereunder. All notices to members of the Association shall be given by delivering the same to each owner in person or by depositing the notices in the U.S. mail, postage prepaid, addressed to each Owner at the address last given by each owner to the Secretary of the Association.

assessments that are not paid when due shall be delinquent. If any assessment is not paid within thirty (30) days after its due date, the assessment shall bear the maximum legal interest rate from the date of delinquency, and the Association may bring an action at law against the Owner personally obligated to pay the same or foreclose the lien against the Lot, and interest, costs, and reasonable attorney's fees of any such action shall be added to the amount of such assessment. No Owner may waive or otherwise escape liability for the assessments provided for herein by reason of his lack of use of the Common Area or by reason of his abandonment of his Lot(s).

#### **ARTICLE XI AMENDMENTS TO BYLAWS**

These Bylaws may be amended by the Association at a regular or special meeting of the Director. No amendment shall take effect unless approved by a majority of the Directors.

#### **ARTICLE XII COMPLIANCE**

These Bylaws are set forth to comply with requirements of the Texas Business Organizations Code. If any of these Bylaws conflict with the provisions of the Texas Business Organizations Code, it is hereby agreed and accepted that the provisions of the Texas Business Organizations Code will apply and govern. In the event of any conflict between the Bylaws and the Declaration, the provisions of the Declaration will govern.

#### **ARTICLE XIII NON-PROFIT ASSOCIATION**

This Association is not organized for profit. No member, member of the Board of Directors, or person from whom the Association may receive any property or funds shall receive or shall be lawfully entitled to receive any pecuniary profit from the operation thereof, and in no event shall any part of the funds or assets of the Association be paid as salary or compensation to, or distributed to, or inure to the benefit of any member of the Board of Directors; provided, however, (1) that reasonable compensation may be paid to any member while acting as an agent or employee of the Association for services rendered in effecting one or more of the purposes of the Association, and (2) that any member of the Board of Directors may, from time to time, be reimbursed for his actual and reasonable expenses incurred in connection with the administration of the affairs of the Association.

#### **ARTICLE XIV REGISTERED OFFICE**

The principal office for the transaction of business of this Association shall be PO Box 1372, Andrews, Texas 79714, and the initial Registered Agent shall be Michael Moore. The Registered Agent may resign upon delivery of written notice to the Association. The Board of Directors

liabilities incurred by him under and by virtue of the Declaration as a member of the Association or Owner of a lot covered thereby.

4. The rights of indemnification herein provided may be insured against by policies maintained by the Association; shall be severable; shall not affect any other rights to which any Director, officer, committee member, employee, servant, or agent may now or hereafter be entitled; shall continue as to a person who has ceased to be such Director, officer, committee member, employee, servant, or agent; and shall inure to the benefit of the heirs, executors, and administrators of such a person. Nothing contained herein shall affect any rights to indemnification to which Association personnel other than members of the Board of Directors, officers, committee members, or non-compensated agents may be entitled by contract or otherwise under law.

5. Expenses in connection with the preparation and presentation of a defense to any claim, action, suit or proceeding of the character described in this Article VII may be advanced by the Association prior to final disposition hereof upon receipt of an undertaking by or on behalf of the person who may be entitled to indemnification, secured by a surety bond or other suitable insurance issued by a company authorized to conduct such business in the State of Texas, to repay such amount if it is ultimately determined that he is not entitled to indemnification under this Article.

## **ARTICLE IX OBLIGATIONS OF THE OWNERS**

### **1. General.**

- a. Each Owner shall comply strictly with the provisions of the Declaration, the Articles, and these Bylaws and amendments and supplements thereto.
- b. Each Owner shall always endeavor to observe and promote the general welfare of and the purposes for which the Association was established.

### **2. Use of Property.**

- a. Each Owner shall comply strictly with the obligations imposed on such Owner and the restrictions placed on such Owner's property or interest in the Property under the Declaration.
- b. If any Owner or the Association, acting through its Board of Directors, believes an Owner is in violation of the Declaration, complaints may be lodged and abatement of the violation may be obtained through any and all procedures allowed under the Declaration and/or Texas law.

## **ARTICLE X ASSESSMENTS**

As more fully provided in the Declaration of Covenants, Conditions and Restrictions, each Member is obligated to pay to the Association annual and special assessments, which are secured by a continuing lien upon the Lot against which each assessment is made. Any

**ARTICLE VII  
ARCHITECTURAL CONTROL COMMITTEE**

1. **Election of Architectural Control Committee.** The members of the Architectural Control Committee shall be elected periodically by the Board of Directors at any meeting and shall hold office at the pleasure of the Board. Members of the Architectural Control Committee duly elected may continue to hold office until their successors are elected and qualified. The failure to hold an organizational meeting does not result in the automatic removal of the members of the Architectural Control Committee. Failure to hold the organizational meeting does not result in the winding up or termination of the Association.

2. **Removal of Officers.** Upon an affirmative vote of a majority of the members of the Board of Directors, any members of the Architectural Control Committee may be removed, either with or without cause, and his successor elected at any regular meeting of the Board of Directors, or at any special meeting of the Board called for such purpose.

3. **Vacancies.** A vacancy in the Architectural Control Committee because of the death, resignation, removal, disqualification, or otherwise of the office previously filling such office, may be filled by the Board of Directors for the unexpired portion of the term.

**ARTICLE VIII  
INDEMNIFICATION OF OFFICERS AND DIRECTORS**

1. The Association shall 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 he 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 him in connection with such action, suit or proceeding if it is found and determined by the Board or a Court that he (1) acted in good faith and in a manner he reasonably believed to be in, or not opposed to, the best interests of the Association, or (2) with respect to any criminal action or proceeding, had no reasonable cause to believe his conduct was unlawful.

2. The termination of any action, suit or proceeding by settlement, or upon a plea of Nolo Contendere or its equivalent, shall not of itself create a presumption that the person did not act in good faith or in a manner which he reasonably believed to be in, 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 his conduct was unlawful.

3. All liability, loss, damage, costs, and expense incurred or suffered by the Association by reason or arising out of or in connection with the foregoing indemnification provisions shall be treated and handled by the Association as common expenses; provided, however, that nothing contained in this Article VII shall be deemed to obligate the Association to indemnify any member or Owner, who is or has been a director, officer, committee member, or non-compensated agent of the Association, with respect to any duties or obligations assumed or

shall preside at all meetings of the members and of the board of Directors. He or she may sign, with the Secretary or any other proper officer of the Association authorized by the Board of Directors, any deeds, mortgages, bonds, contracts, or other instrument which the Board of Directors has authorized to be executed, except in cases where the signing and execution thereof shall be expressly delegated by the Board of Directors or by these Bylaws or by statute to some other officer or agent of the Association; and in general he or she shall perform all duties incident to the office of president and such other duties as may be prescribed by the Board of Directors from time to time.

5. **Vice-President**. The Vice-President shall have the power and authority to perform all the functions and duties of the President, in the absence of the President, or his inability or refusal for any reason to exercise such powers and functions or perform such duties, and shall also perform any duties he is directed to perform by the President or the Board of Directors, and may co-sign all checks written on behalf of the Association.

6. **Secretary**. The Secretary shall record the votes and keep the Minutes of all meetings and proceedings of the Board and of the members; keep appropriate current records showing the members of the Association together with their addresses, which shall be furnished to the Secretary by such member, and shall perform such other duties as required by the President or Board of Directors, and may co-sign checks.

7. **Treasurer**. The Treasurer shall have the responsibility for Association funds and be responsible for keeping full and accurate accounts of all receipts and disbursements in books belonging to the Association; and be responsible for the deposit of all moneys and other valuable effects in the name, and to the credit, of the Association in such depositories as may from time to time be designated by the Board of Directors. The Treasurer shall have the power to perform all the duties incident to the office of Treasurer and such other duties as from time to time may be assigned to him by the President or Board of Directors and shall have the power to make disbursements of Association funds in the ordinary course of business. If the Association engages the services of a CPA or managing agent to undertake any of these asks, the treasurer is relieved of those specific duties delegated to such person or entity.

8. **Additional Officers**. Officers in addition to the President, Vice-President, Secretary, and Treasurer may be appointed by the Board of Directors or President and shall hold their offices for such terms and have such authority as shall be determined from time to time by the Board of Directors by resolution or President not inconsistent with these Bylaws. The Assistant Secretaries as thereunto authorized by the Board of Directors may sign, with the President, all certificates of membership the issues of which have been authorized by resolution of the Board of Directors. The Assistant Treasurers and Assistant Secretaries, in general, shall perform such duties as shall be assigned to them by the Treasurer or the Secretary, respectively, or by the President or the Board of Directors.

9. **Vacancies**. A vacancy in any office because of the death, resignation, removal, disqualification, or otherwise of the office previously filling such office, may be filled by the Board of Directors for the unexpired portion of the term.

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.

11. **Waiver of Notice.** Before or at any meeting of the Board of Directors, any Director or Member may, in writing, waive notice of such meeting, and such waiver shall be deemed equivalent to the giving of such notice. Attendance by a Director or Member at any meeting of the Board shall be a waiver of notice by him or her of the time and place thereof.

12. **Conduct of Meetings.** At all meetings of the Board of Directors, the President, or in his absence, the Vice-President, or in his absence, a chairman chosen by a majority of the Directors present shall preside. The Secretary of the corporation shall act as secretary of the Board of Directors. In case the Secretary shall be absent from any meeting, the presiding officer or chairman may appoint any person to act as secretary of the meeting.

13. **Board of Director's Quorum.** At all meetings of the Board of Directors, a majority of the Directors shall constitute 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 shall be the acts of the Board of Directors. If, at any meeting of the Board of Directors, there is less than a quorum present, the majority of those present may adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum is obtained.

14. **Compensation.** No member of the Board of Directors shall receive any compensation for acting as such.

15. **Actions Without a Meeting.** Notwithstanding any other provision of these Bylaws, the Board of Directors may take action by unanimous written consent, without a meeting if the action item is (1) considered to be a routine and administrative matter; or (2) involves a reasonably unforeseen emergency or urgent necessity that requires immediate Board action.

## ARTICLE VI OFFICERS

1. **Designation.** The officers of the Association shall be a President, a Vice-President, a Secretary, and a Treasurer, all of whom shall be elected by the Board of Directors. Any Director may hold a position as officer of the Association and any person may hold two or more offices.

2. **Election of Officers.** The officers of the Association shall be elected annually by the Board of Directors at the organizational meeting and shall hold office at the pleasure of the Board. Officers duly elected may continue to hold office until their successors are elected and qualified. The failure to hold an organizational meeting does not result in the automatic removal of the officers. Failure to hold the organizational meeting does not result in the winding up or termination of the Association.

3. **Removal of Officers.** Upon an affirmative vote of a majority of the members of the Board of Directors, any officer may be removed, either with or without cause, and his successor elected at any regular meeting of the Board of Directors, or at any special meeting of the Board called for such purpose.

4. **President.** The President shall be the principal executive officer of the Association and shall in general supervise and control all of the business and affairs of the Association. He or she

to be elected is increased by a specific resolution to increase the number of directors. Directors duly elected may continue to hold office until their successors are elected and qualified. The failure to hold an annual meeting does not result in the automatic removal of the board of directors. If the annual meeting is not held within any 13-month period, upon the application of any Member who previously submitted a written request to the Association that an annual meeting be held, a court may order that a meeting be held. Failure to hold the annual meeting does not result in the winding up or termination of the Association.

6. **Vacancies.** Vacancies on the Board of Directors caused by any reason other than the removal of a Director by a vote of the Association shall be filled by vote of the majority of the remaining Directors, even though they may constitute less than a quorum; and each person so elected shall be appointed as Director until the next annual meeting of the Association at which meeting his or her appointment shall be ratified or a successor shall be elected to serve the remaining term of his or her predecessor.

7. **Removal of Directors.** (a) At any regular or special meeting of the Association duly called, any one or more of the Directors may be removed with or without cause by a majority of the quorum present, and a successor may then and there be elected to fill the vacancy thus created. If the vacancy is not then and there filled, it may be filled at any regular or special meeting called for the purpose. (b) A Director may be removed at a regular meeting of the Board of Directors, upon the motion of a majority of the Board of Directors, if that Director failed to attend three (3) consecutive regular meetings of the Board of Directors, a successor may then and there be elected to fill the vacancy thus created. If the vacancy is not then and there filled, it may be filled at any regular or special meeting called for the purpose.

8. **Organizational Meeting.** The organizational meeting of the Board of Directors shall be held the day of the annual meeting of the Association or within twenty (20) days after the annual meeting of the Association at such place as shall be fixed by the Directors.

9. **Regular Meetings.** Regular meetings of the Board of Directors may be held at such time and place as shall be determined, from time to time, by a majority of the Directors. The annual organizational meeting of the Board shall be considered a regular meeting. Notice of regular meetings of the Board of Directors other than the organizational meeting shall be given to each Director, personally, or by mail, telephone or e-mail, at least three (3) days prior to the day named for such meeting. Notice of regular meetings of the Board of Directors, other than an Executive Session, shall be given by either (a) mailing a written notice of such meeting to each lot Owner at least ten (10) days before, but no more than sixty (60) days before, the date of such meeting; or (b) by posting notice of the Board meeting in a conspicuous manner reasonably designed to provide notice to its Lot Owners and sending a copy of the posting by email to each Lot Owner who has registered an email address with the Subdivision Association at least seventy-two (72) hours prior to the start of the Board Meeting.

10. **Open Meetings.** All meetings of the Board shall be open to all Members except for meetings to consider actions involving personnel, pending or threatened litigation, contract negotiations, enforcement actions, confidential communications with the Association's attorney,

- f. To estimate and fix annual and special assessments to be paid by each of the Owners; and to levy and collect all annual assessments and/or special assessments in accordance with the Declaration.
- g. To collect delinquent Assessments by suit or otherwise and to enjoin or seek damages from any defaulting Owner as is provided in the Declaration and these Bylaws.
- h. To protect and defend the Association or any property owned thereby from loss and damage by suit or otherwise.
- i. To borrow funds in order to pay for any expenditure or outlay pursuant to the authority granted by the provisions of the Declaration, the Articles, and these Bylaws; to pledge or otherwise grant a security interest in the Association's Assessments or funds to secure such indebtedness; and to execute all such instruments evidencing such indebtedness as this Board of Directors may deem necessary or appropriate, including without limitation the power to borrow money for the purpose of improving the Common Properties and for constructing or improving facilities thereon and in connection therewith to mortgage the Common Properties or portions thereof.
- j. To purchase or lease real property for use by the Association and to execute on behalf of the Association any contracts, leases, mortgages, or other appropriate instruments.
- k. To enter into contracts within the scope of their duties and powers.
- l. To establish one or more bank accounts, savings accounts, or other investment accounts for the common treasury and for all separate funds, which are required or may be deemed advisable by the Board of Directors.
- m. To keep and maintain full and accurate books and records showing all of the receipts, expenses, or disbursements and to permit examination thereof at any reasonable time by each of the Owners.
- n. To designate and employ the personnel necessary for the maintenance and operation of the Common Properties and of the business of the Association.
- o. In general, to carry on the administration of this Association and to do all of those things necessary and reasonable, in order to carry out the functions of the Association under the Declaration and the Articles.

4. **Delegation of Powers - Managing Agent.** Notwithstanding anything contained herein to the contrary, the Board of Directors may delegate any of its powers, duties, or functions to an agent (the "Managing Agent") provided that any such delegation shall be revocable upon notice by the Board of Directors. The members of the Board of Directors shall not be liable for any omission or improper exercise by the Managing Agent of any such duty, power or function so delegated by written instrument executed by a majority of the Board of Directors. The Managing Agent, if any, shall be employed by the Association at a compensation to be established by the Board based upon the services, duties, and functions to be performed by the Managing Agent.

5. **Election and Term of Office.** At each annual meeting, the Association shall elect four (4) members for the Board of Directors for a term of one (1) year, unless this number of directors

6. **Presiding Officer and Secretary.** At every meeting of the Association, the President, or in his absence, the Vice-President, or in his absence, a chairman chosen by a majority in interest of the members present in person or by proxy and entitled to vote shall act as chairman. The Secretary of the corporation shall act as secretary of all meetings of the shareholders. In the absence at such meeting of the Secretary, the presiding officer or chairman may appoint another person to act as Secretary of the meeting.

## **ARTICLE V BOARD OF DIRECTORS**

1. **Number.** The affairs of this Association shall be governed by a Board of Directors composed of four (4) Members.

2. **Powers and Duties.** The Board of Directors shall have the powers and duties necessary for the administration of the affairs of the Association. The Board of Directors may do all such acts and things as are not expressly prohibited by these Bylaws, the Articles, or Declaration; or directed to be exclusively exercised and done by the Owners. In addition to the express powers and duties of the Board of Directors granted in these Bylaws, the Articles, and the Declaration, the Board of Directors shall, unless expressly prohibited by these Bylaws, the Articles, or the Declaration, have all powers and authority granted to boards of directors of nonprofit corporations organized as homeowners' associations under the laws of the State of Texas.

3. **Other Powers.** The Board of Directors is, without limitation, additionally empowered, but not required to take the following actions:

- a. To administer and enforce the covenants, conditions, restrictions, uses, limitations, obligations, and all other provisions as set forth in the Declaration, by lawsuit or otherwise.
- b. To establish, make, and enforce compliance with such reasonable rules as may be necessary for the operation and use of the Property with the right to amend it from time to time. A copy of such rules and regulations shall be delivered or mailed to each member promptly upon the adoption thereof.
- c. To keep in good order, condition, and repair all of the Common Properties and all items, if any, of personal property used in the enjoyment of the Common Properties.
- d. To dedicate or transfer all or part of the Common Properties to any public agency or authority or individual on such terms as the Board of Directors may determine.
- e. To insure and keep insured improvements, if any, located in the Common Properties in an amount equal to their maximum replacement value, and to obtain and maintain comprehensive liability insurance covering the entire premises. The limits and coverage shall be reviewed at intervals of not less than three (3) years and adjusted, if necessary, to provide such coverage and protection as the Board of Directors may deem prudent. Worker's compensation insurance shall at all times be carried to the extent required to comply with any applicable law with respect to the employees, if any, of the Association.

ballot also 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.

4. **Proxies**. Votes may be cast in person, by proxy, or by absentee ballot. All proxies shall be in writing and filed with the Secretary at or before the appointed time of each meeting. All proxies shall be revocable, and no proxy shall be valid for a period of greater than eleven (11) months. All absentee ballots shall be in writing and received prior to the meeting.

#### **ARTICLE IV ADMINISTRATION**

1. **Association Responsibilities**. The Owners, who are the members of the Association, will have the responsibility of administering the affairs of the Association through its Board of Directors.

2. **Place of Meeting**. Meetings of the Association shall be held at such place located within a county in which all or part of the Property is located or in a county adjacent to that county, as the Board of Directors may determine in its sole discretion.

3. **Annual Meeting**. An annual meeting of the Membership of the Association shall be held each year on the third Thursday in February or such other date as the Board of Directors may determine. The date, time, and place of the annual meeting shall be designated by the Board of Directors. The annual meeting shall be held for the purpose of electing directors and transacting any other business authorized to be transacted by the Members. The Members shall elect, by ballot, a Board of Directors at the Annual Meeting. The Members may also transact such other business of the Association as may properly come before them.

4. **Special Meetings**. Special meetings of the Members of the Association shall be held whenever called by the President, Vice-President, or by a majority of the Board of Directors. Such meeting must be called by such officers upon receipt of a written request from Members of the Association whose votes represent more than one-tenth (1/10) of the total votes of the Association. No business shall be transacted at a special meeting except as stated in the notice.

5. **Notice of Meetings**. Notice of all Members' meetings, annual or special, shall be given by the President, Vice-President, or Secretary or by such other officer of the Association as may be designated by the Board of Directors. Such notice shall be written or printed, shall state the time and place of the meeting, and shall be given not less than ten (10) days prior to the date set for such meeting, unless greater notice is required for the specific act under Texas law, these bylaws, the Declaration, or the Articles. If presented personally, a receipt of such notice shall be signed by the Member, indicating the date on which such notice was received by him. If mailed, such notice shall be deemed to be properly given when deposited in the United States mail and addressed to the Member at his post office address as the same appears on the records of the Association. Proof of such mailing may be given by the affidavit of the person giving the notice and filed in the Association's minute book. Any Member may, by written waiver of notice signed by such Member, waive such notice, and such waiver, shall be deemed equivalent to the giving of notice to such Member. Notice may be given by facsimile or e-mail with proof of transmission by affidavit by an officer of the Association.

8. **Owner.** "Owner" or "Owners" shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title to any Lot, but notwithstanding any applicable theory of mortgage, the term Owner shall not include any mortgagee or trustee unless and until such mortgagee or trustee has acquired title pursuant to foreclosure or any proceeding in lieu thereof.

9. **Declaration.** "Declaration" shall mean and refer to the Declaration of Covenants, Conditions and Restriction for the Association applicable to the Property and recorded and amended in the Deed Records of Andrews County, Texas. Unless otherwise expressly provided herein, all terms used herein shall have the same meaning as those terms have in the Declaration.

10. All words and terms used herein which are defined in the Declaration shall be used herein with the same meanings as defined in those instruments, unless defined above.

### **ARTICLE III MEMBERSHIP, VOTING, QUORUM, PROXIES, MOTIONS**

1. **Membership.** Each and every Owner of any Lot shall automatically be a member of the Association. Membership shall be appurtenant to and inseparable from such ownership. In the event of multiple Owners of any Lot, the vote of such Lot shall be exercised as those Owners themselves jointly determine. If more than one Owner seeks to exercise the vote of the same Lot, the Lot's vote shall be suspended. Such membership shall terminate without any formal Association action whenever such person or entity ceases to be an Owner, but such termination shall not relieve or release any such former Owner from any liability or obligation incurred under or in any way connected with the Association during the period of such ownership and membership in this Association, or impair any rights or remedies which the Board of Directors of the Association or others may have against such former Owner and member arising out of or in any way connected with such ownership and membership and the covenants and obligations incident thereto. No certificates of stock shall be issued by the Association, but the Board of Directors may, if it elects within its sole discretion, issue certificates or cards evidencing membership in the Association. Such certificate or card shall be void and surrendered to the Secretary whenever ownership of the Lot designated thereon shall terminate.

2. **Voting.** The Association shall have one class of voting membership. Cumulative voting is prohibited.

3. **Quorum.** The Members holding ten percent (10%) of the votes which may be cast at any meeting shall constitute a quorum at such meeting, unless a higher percentage is required by the Articles, the Declaration, or Texas Law. A person may vote in person, by proxy, by absentee ballot, or by electronic ballot. The presence of the holder of a validly executed proxy shall constitute the presence of the Member for the purpose of establishing a quorum. In addition, an absentee or electronic ballot may be counted as an owner present and voting for the purpose of establishing a quorum for the items appearing on the ballot, but only those items. However, an absentee or electronic 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. An absentee or electronic



**AMENDED BYLAWS OF  
HERITAGE OAKES PROPERTY OWNERS' ASSOCIATION**

The name of the organization shall be Heritage Oakes Property Owners' Association.

**ARTICLE I  
OBJECTIVE**

1. The Association has been organized for the purpose of promoting and preserving the health, safety, welfare, and property values of the owners of lots located within Heritage Oakes Property Owners' Association, Andrews County, Texas (the "Association"), and performing all duties assigned to it under the provisions of the Declaration of Covenants, Conditions and Restrictions for the Association (the "Declaration"). The terms and provisions of these Bylaws are expressly subject to the Certificate of Formation of the Association and to the terms, provisions, conditions, and authorizations contained in the Declaration.

**ARTICLE II  
DEFINITIONS**

1. **Articles.** "Articles" shall mean and refer to the Certificate of Formation of Heritage Oakes Property Owners' Association.

2. **Association.** "Association" shall mean and refer to Heritage Oakes Property Owners' Association, its successors, and assigns.

3. **Common Properties.** "Common Properties" shall mean and refer to all real and personal property now or hereafter owned by the Association for the common use and enjoyment of the Owners.

4. **Property.** "Property" shall mean and refer to the real property described in Declaration of Covenants, Conditions and Restrictions recorded in Vol. 501, page 251, Deed Records of Andrews County, Texas; in Vol. 515, page 437, Deed Records of Andrews County, Texas; in Vol. 702 page 165, Deed Records of Andrews County, Texas; and in Vol. 875, page 119, Deed Records of Andrews County, Texas, which descriptions are incorporated herein, and the plats which are attached hereto and incorporated herein, and any additions thereto which may be later, brought under the jurisdiction of the Association in accordance with the Declaration.

5. **Majority of Owners.** As used in these Bylaws, the term "majority of owners" shall mean the presence in person, proxy, absentee ballot, or electronic ballot of Owners entitled to cast more than fifty percent (50%) of the total votes of the Association membership, as specified in the Declaration and the Articles.

6. **Managing Agent.** "Managing Agent" shall have the meaning proscribed in Article V, Section 4, of these Bylaws.

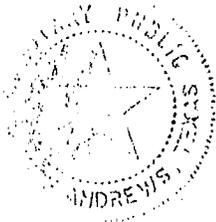
7. **Member.** "Member" or "Members" shall mean and refer to any person who is an Owner.

ACKNOWLEDGMENT

THE STATE OF TEXAS  
COUNTY OF ANDREWS

§  
§  
§

This instrument was acknowledged before me on the 12~~th~~ day  
of April, A.D. 1984 by MAX MAINORD,  
President of FUTURE LAND DEVELOPMENT, INC., a Texas corporation,  
on behalf of the corporation and in the capacity therein stated.



Mary Kay Hinesley  
NOTARY PUBLIC IN AND FOR  
THE STATE OF TEXAS

MARY KAY HINESLEY  
PRINTED OR TYPED NAME OF NOTARY  
MY COMMISSION EXPIRES: 10-28-87

body which is required shall have been obtained.

EXECUTED by the said Declarant this the 12<sup>th</sup> day  
of April, A.D. 1984.

FUTURE LAND DEVELOPMENT, INC.

ATTEST:

BY:

Max Mainord  
MAX MAINORD, PRESIDENT

Paula Northcutt  
CORPORATE SECRETARY

**ARTICLE SIX**  
**GENERAL PROVISIONS**

6.01. **Enforcement.** The Declarant, or any Owner, shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, and reservations now or hereafter imposed by the provisions of this Declaration. Failure to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

6.02. **Severability.** Invalidation of any one of these covenants or restrictions by judgment or court order shall in no way affect any other provision, and all other provisions shall remain in full force and effect.

6.03. **Duration and Amendment.** The covenants, conditions and restrictions of this Declaration shall run with and bind the land, and shall inure to the benefit of, and be enforceable by, the Declarant or the Owner of any Lot subject to this Declaration, and their respective legal representatives, heirs, successors and assigns, and unless amended as provided herein, shall be effective for a term of twenty (20) years from the date this Declaration is recorded, after which time said covenants, conditions and restrictions shall be automatically renewed and extended for successive periods of ten (10) years. The covenants, conditions and restrictions of this Declaration may be amended during the first twenty (20) year period by an instrument signed by not less than ninety per cent (90%) of the Lot Owners; for purposes of this section, the total number of available votes shall equal the total number of lots, and the Owner of each Lot is entitled to one (1) vote. During any succeeding ten (10) year period, the covenants, conditions and restrictions of this Declaration may be amended during the last year of any such ten (10) year period by an instrument signed by not less than seventy-five per cent (75%) of the Lot Owners. No amendment shall be effective until recorded in the Deed Records of Andrews County, Texas, nor until the approval of any governmental regulatory

ARTICLE FIVE  
EASEMENTS

5.01. Reservation of Easements. All easements in alleys for the installation and maintenance of utilites and drainage facilities are reserved as shown on the plat recorded in Volume \_\_\_\_\_ at Page \_\_\_\_\_ of the Plat Records of Andrews County, Texas. No shrubbery, fence or other obstruction shall be placed in any easement or alleyway. Right of use for ingress and egress shall be had at all times over any dedicated easement, and for the installation, operation, maintenance, repair or removal of any utility, together with the right to remove any obstruction that may be placed in such easement which would constitute interference with the use, maintenance, operation or installation of such utility. Declarant will pay for all sewerage and water taps at the time of installation, and Owner will reimburse Declarant for said expenses at the time of closing on the conveyance of the lot from Declarant to Owner.

5.02. Underground Electric System. An underground electric distribution system will be installed to serve all Lots in the subdivision. The Owner of each Lot shall at his own cost and expense, furnish, install, own and maintain (all in accordance with the requirements of local governmental authorities and the National Electrical Code) an underground service cable and appurtenances from the meter installed upon the Lot by the electric company to such point as may be designated by such company on the property line of such Lot. The company furnishing electric service shall make the necessary connection at the property line and at the meter. Each Owner shall also install, furnish, own and maintain at his own cost and expense a meter loop (in accordance with the then current standards and specifications of the electric company) for the residence constructed on the Lot. For so long as underground service is maintained the electric service to each Lot shall be uniform in character and exclusively of the type known as single-phase 120/240 volt, 3-wire, 60-cycle alternating current.

4.22. Garages and Parking. The plans and specifications which any Owner shall submit to the Architectural Control Committee for its approval shall include a garage area which shall accommodate at least two (2) cars, and all permanent resident parking shall be in an area which is located adjacent to an alleyway except on corner Lots numbered Twenty-two (22) and Twenty-three (23), in which case the permanent resident parking may be located on the side or rear of the Lot. The Architectural Control Committee may allow drive-through canopies for temporary resident parking in circle driveways or side driveways after thorough review by said committee and approval of the the plans and specifications for the residence to be built upon the Lot, but in no event shall said canopies for temporary resident parking be allowed to be built nearer than twenty-five feet (25') to the front property line. No permanent parking shall be allowed in circle driveways allowed by the Architectural Control Committee, and any recreational vehicle shall be parked adjacent to the alleyway servicing the Lot belonging to the owner.

4.23. Guard Lights. At or prior to the time construction is completed on any Lot in the subdivision, the Owner thereof shall install a decorative guard light on the front of the property of a style consistent with the exterior design of the residence constructed upon said Lot, subject to the express consent and approval of the Architectural Control Committee. The owners of the following designated lots shall be required to install a decorative guard light at the rear of each respective lot, with the style and location thereof to be subject to the express consent and approval of the Architectural Control Committee. The designated lots are as follows: One (1), Two (2), Three (3), Four (4), Five (5), Six (6), Seven (7), Twelve (12), Thirteen (13), Fourteen (14), Fifteen (15), Sixteen (16), Seventeen (17), Eighteen (18), Nineteen (19), Twenty-one (21), Twenty-two (22), Twenty-three (23), Twenty-four (24), Twenty-five (25), Twenty-six (26), Twenty-seven (27), Twenty-eight (28), Twenty-nine (29), Thirty (30), Thirty-one (31), Thirty-two (32), Thrity-three (33), and Thirty-four(34).

**4.20. Obligation To Build Within a Certain Period of Time.**

Any person purchasing one of Lots numbered One (1) through Twenty-six (26) in the subdivision covenants and agrees that he will begin construction of a residence with the consent and approval of the Architectural Control Committee within a period of three (3) years from the date Declarant conveys said Lot to Owner. In the event the original Owner sells said Lot numbered One (1) through Twenty-six (26) within three (3) years of the date of the original purchase, said time limitation shall be extended for an additional one (1) year, but in no event shall the obligation to begin construction extend past four (4) years from the date of conveyance by Declarant. Any person purchasing one of Lots numbered Twenty-seven (27) through Thirty-seven (37) in the subdivision covenants and agrees that he will begin construction of a residence with the consent and approval of the Architectural Control Committee within a period of five (5) years from the date Declarant conveys said Lot to Owner. In the event construction of a residence is not commenced within the time periods prescribed herein, Declarant, at its sole option, may demand conveyance of the Lot back to Declarant upon Declarant's tendering to Owner one hundred per cent (100%) of the original purchase price of the Lot. The construction of a residence upon any Lot shall be completed within one (1) year of the date of the commencement of construction.

**4.21. Monthly Maintenance Fee.** All Lots in the subdivision, including Lots One (1) through Thirty-seven (37), shall be assessed a monthly fee for the maintenance of all common areas of the subdivision. Said monthly maintenance fee shall be in an amount of \$20.00 per month until December 31, 1984, and thereafter said maintenance fee shall be determined by Declarant in January of each year but which shall not exceed by twenty per cent (20%) the amount of the previous year's monthly maintenance fee.

otherwise regulated by City Ordinance, and subject to the consent and approval of the Architectural Control Committee.

4.17. Shrubs and Trees. No shrub or tree planting which obstructs sight lines at elevations between two and seven feet above the roadway shall be planted or permitted to remain on any corner Lot within the triangular area formed by the curblines of such intersecting streets and a line connecting such curblines at points twenty-five feet from their intersection, or, in the case of a rounded corner, from the intersection of the curblines as extended. The same sight lines limitation shall apply on any Lot within ten feet of the intersection of a street curbline and the edge of a driveway or alley. No trees shall be permitted to remain within such distances of such intersections unless the foliage line is maintained at a height of more than seven feet above ground level. There shall be specifically excluded from this restriction any shrubs or trees which shall be planted by Declarant to enhance the beauty of the subdivision, regardless of the location of such shrubs or trees, provided that no City Ordinances or other regulations promulgated by any governmental entity are violated.

4.18. Trucks, Buses and Trailers. No trucks, bus or trailer shall be left parked in the street in front of any Lot except for construction and repair equipment while a residence or residences are being built in the immediate vicinity, and no truck, bus, boat or trailer shall be parked on the driveway or any portion of the Lot in such manner as to be visible from the street.

4.19. Prohibited Activities. No professional, business or commercial activity to which the general public is invited shall be conducted on any Lot.

permitted on any Lot. No derrick or other structure designed for use in boring for oil, natural gas, or other minerals shall be erected, maintained or permitted on any Lot. There shall be an exception to the prohibitions contained in this subparagraph for rights and privileges granted by prior owners in the chain of title.

4.14. Rubbish, Trash and Garbage. No Lot shall be used or maintained as a dumping ground for rubbish or trash, and no garbage or other waste shall be kept except in sanitary containers. All incinerators or other equipment for the storage and disposal of such materials shall be kept in a clean and sanitary condition.

4.15. Animals. No animals, livestock or poultry of any kind shall be raised, bred, or kept on any Lot except that dogs, cats or other household pets may be kept, provided that they are not kept, bred or maintained for any commercial purpose, and provided that they do not constitute a threat to the health or safety of the subdivision.

4.16. Fences, Walls and Utility Meters. No fence, wall hedge, or utility meter shall be placed or permitted to remain on the front property line any Lot nearer to the street or streets adjoining such Lot than is permitted for the main residence on such Lot, except for decorative subdivision entry fences. All front yard fencing and/or corner lot fencing shall be subject to the City Ordinance requirements and the review, consent and approval of the Architectural Control Committee, and in no event shall it exceed thirty inches (30") in height. All interior lots shall have a fence from the side of the house to the property line on each side of the Lot, and the side yard fences of all interior lots shall be located on the property line. Fencing shall be required on the rear property line of all Lots, with the location to be subject to the approval and consent of the Architectural Control Committee. All front, side and rear fences as contemplated by this paragraph shall be a minimum height of five feet (5') and a maximum height of seven feet (7') unless

flowers or to other property of the Owner situated within any such easement.

4.10. Noxious or Offensive Activities Prohibited. No noxious or offensive activity shall be carried on upon any Lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood.

4.11. Prohibited Residential Uses. No structure of a temporary character, trailer, mobile home, basement, tent, shack, garage or other outbuilding shall be used on any Lot at any time as a residence, either temporarily or permanently.

4.12. Signs. No signs of any character shall be allowed on any Lot except one (1) sign of not more than five (5) square feet advertising the property for sale or rent; provided, however, that Declarant and any other person or entity engaged in the construction and sale of residences within the subdivision shall have the right, during the construction and sale period, to construct and maintain such facilities as may be reasonably necessary or convenient for such construction and sale, including but not limited to signs, offices, storage areas and model units. There shall be specifically excluded from this restriction spirit signs erected by students of Andrews High School to identify the homes of members, coaches and schoolsponsored supporters of school athletic or scholastic teams, provided that such spirit signs are of a reasonable size and that prior to the erection thereof the Architectural Control Committee shall have given its express consent and approval.

4.13. Oil Development Prohibited. No oil well drilling, oil development operations, oil refining, quarrying or mining operations of any kind shall be permitted on a Lot, nor shall oil wells, tanks, tunnels, mineral excavations or shafts be

4.07. Resubdivision or Consolidation. None of said Lots shall be resubdivided in any fashion except that any person owning two (2) or more adjoining Lots may subdivide or consolidate such Lots into building sites, with the privilege of constructing improvements as permitted herein on each resulting building site, provided that such subdivision or consolidation does not result in any building site having a front lot line of less than seventy-five feet (75') and provided further that the Architectural Control Committee shall have first granted its express approval and consent.

4.08. Lots and Facing Direction. Any residence constructed on any Lot in the subdivision shall have its front facing the adjacent street or, in the event of any controversy, said facing direction shall comply with the following schedule:

- (a). Lot One (1) - North or Northeast
- (b). Lot Twenty-six (26) - North or Northwest
- (c). Lot Twelve (12) - East or Southeast
- (d). Lot Twenty-five (25) - West or Southwest
- (e). Lot Seventeen (17) - North or Northwest
- (f). Lot Twenty-two (22) - South
- (g). Lot Nine (9) - South or Southwest
- (h). Lot Seven (7) - East or Southeast
- (i). Lot Thirty-one (31) - North or East
- (j). Lot Thirty-seven (37) - East
- (k). Lot Thirty-five (35) - East
- (l). Lot Thirty-two (32) - West
- (m). Lot Thirty-four (34) - West

4.09. Easements. Easements for the installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat. No utility company, water district, political subdivision or other authorized entity using the easements herein referred to shall be liable for any damage done by them or their assigns, agents, employees or servants to shrubbery, trees,

(c). Lots Thirty-two (32) through Thirty-seven (37) - a minimum ground floor area of not less than One Thousand Seven Hundred (1,700) square feet.

4.04. Filling of Building Sites. No Lot or portion thereof shall be filled or built up in any manner to an elevation in excess of two feet (2') above the top of the curb line elevation in the street immediately adjacent to said Lot, except with the express approval and consent of the Architectural Control Committee and being as its purpose to prevent or rectify drainage problems.

4.05. Sidewalks. At the time of the construction of any residence on any Lot or portion thereof in the subdivision, the Owner shall be required to construct a concrete, cement or aggregate sidewalk of exactly four feet (4') in width in the front of the Lot adjacent to the curb.

4.06. Setbacks. No building shall be located on any Lot in the subdivision nearer to the front Lot line than twenty-five feet (25'). No side yards at the front building setback line shall be less than ten feet (10'), except that a garage, out-building or accessory structure may be located adjacent to the interior side property line if the Architectural Control Committee first grants its express approval and consent. For the purpose of this covenant, steps and open porches shall not be considered as a part of the building; provided, however, that this shall not be construed to permit any portion of the building on any Lot to encroach upon another Lot. If two or more Lots, or fractions thereof, are consolidated into a building site in conformity with the provisions of Paragraph 4.07, these building setback provisions shall be applied to such resultant building site as if it were one original, platted lot.

**ARTICLE FOUR**  
**USE RESTRICTIONS**

4.01. **Type of Buildings Permitted.** All Lots shall be used for residential purposes only, and no building shall be erected, altered, placed or permitted to remain on any Lot other than one detached single family dwelling of no more than (1) story in height unless prior approval of the Architectural Control Committee is first obtained. All proposed house plans must be reviewed and approved by the Architectural Control Committee before actual construction shall be allowed to commence. All residences, outbuildings or accessory structures shall be constructed on the lot in a permanent manner, and there shall not be allowed any portable, modular or prefabricated residence, outbuilding or accessory structure.

4.02. **Construction Materials.** All residences constructed in the subdivision shall be of conventional or masonry construction and the exterior walls of any residence shall consist of not less than seventy-five per cent (75%) brick veneer. All outbuildings and accessory structures shall be of conventional, brick veneer or cinder block construction. All proposed construction, whether of a residence, outbuilding or accessory structure, shall be reviewed and approved by the Architectural Control Committee prior to commencement of actual construction thereof.

4.03. **Minimum Floor Area.** Any single story residence constructed on any Lot in the subdivision must have a minimum ground floor area in strict compliance with the following schedule, exclusive of open or screened porches, terraces, patios, driveways, carports and garages. The schedule is as follows:

- (a). Lots One (1) through Twenty-six (26) - a minimum ground floor area of not less than two thousand (2,000) square feet.
- (b). Lots Twenty-seven (27) through Thirty-one (31) - a minimum ground floor area of not less than One Thousand Eight Hundred (1,800) square feet.

consisting of not less than three (3) qualified persons, which committee shall serve at the pleasure of the Declarant.

2.02. Approval of Plans and Specifications. No buildings, fence, wall or other structure shall be commenced, erected or maintained upon the Properties, nor shall any exterior addition to, or change or alteration therein, be made, nor shall any landscaping of any Lot or Lots be undertaken, until the plans and specifications showing the nature, kind, shape, height, materials and location of the same shall have been submitted to, and approved in writing by, the Architectural Control Committee as to harmony of external design and location in relation to surrounding structures and topography.

2.03. Failure of Committe to Act. In the event that any plans and specifications are submitted to the Architectural Control Committee as provided herein, and such Committee shall fail either to approve or reject such plans and specifications for a period of forty-five (45) days following such submission, approval by the Committee shall not be required, and full compliance with this Article shall be deemed to have been made.

**ARTICLE THREE**  
**EXTERIOR MAINTENANCE**

In the event an Owner of any Lot shall fail to maintain the premises and the improvements situated thereon in a neat and orderly manner, the Developer or the Architectural Control Committee shall have the right, through its agents and employees, to enter upon said Lot and to repair, maintain and restore the Lot and exterior of the buildings and any other improvements erected thereon, all at the expense of the Owner. Reimbursement for such repairs, maintenance and restoration may be recoverable in a Court at law or other appropriate legal proceeding.

to any lot or portion of a lot on which there is or will be built a detached single family dwelling, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

1.02. "PROPERTIES" shall mean and refer to that certain real property hereinbefore described, and such additions thereto as may hereafter be brought within the jurisdiction of the Architectural Control Committee which is hereinafter provided for.

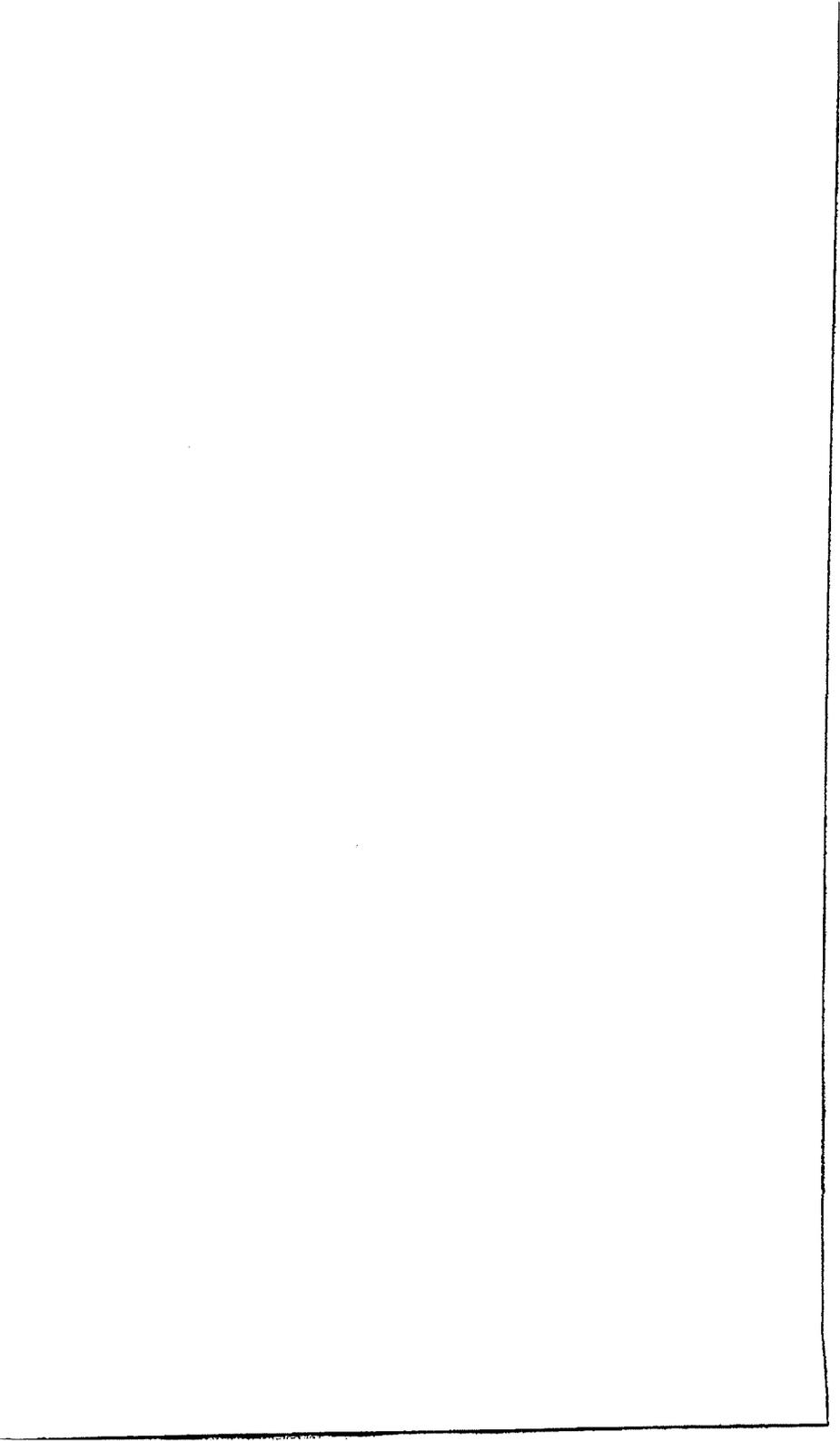
1.03. "LOT" shall mean and refer to that portion of any of the plots of land shown upon the plat and subdivision map recorded in Volume \_\_\_\_\_, Page \_\_\_\_\_ of the Plat Records of Andrews County, Texas, on which there is or will be built a single family dwelling. The term "LOT" shall not include any Common Area nor any other reserves shown on the said map or plat.

1.04. "DECLARANT" shall mean and refer to Future Land Development, Inc., its successors and assigns, if such successors or assigns shall acquire the entire remaining interest in the subdivision belonging to Future Land Development, Inc. at any time after the first Lot is sold in the subdivision. The term "DECLARANT" shall also include a contemplated Property Owners Association to which Future Land Development, Inc. intends to convey all rights it has with respect to the enforcement of these covenants, restrictions and conditions, and Future Land Development, Inc. reserves the right to form such Property Owners Association with such terms, conditions and powers as it deems fit and to make such conveyance at such time it deems fit.

**ARTICLE TWO**  
**ARCHITECTURAL CONTROL**

2.01. Architectural Control Committee. Declarant shall designate and appoint an Architectural Control Committee

1



DECLARATION OF COVENANTS, CONDITIONS  
AND RESTRICTIONS

841841

THE STATE OF TEXAS                    §  
  §       KNOW ALL MEN BY THESE PRESENTS:  
COUNTY OF ANDREWS                   §

THAT WHEREAS, Future Land Development, Inc., hereinafter called the Declarant, is the owner of all that certain real property located in Andrews County, Texas, described as follows:

All of Lots One (1) through Thirty-seven (37) of the Heritage Oakes Addition, Phase I, an addition to the City of Andrews, Andrews County, Texas, as shown upon the plat and subdivision map recorded in Volume \_\_\_\_\_, Page \_\_\_\_\_ of the Plat Records of Andrews County, Texas, which said Heritage Oakes Addition, Phase I, is a subdivision of 17.42 acres out of Section 16, Block A-46 and Section 16, Block A-45, P.S.L., Andrews County, Texas, and being a replat of Lots 148-160, Northcrest Subdivision, Section No. 4, Andrews, Andrews County, Texas.

SAVE AND EXCEPT all oil, gas, and other minerals heretofore reserved and/or conveyed; and SUBJECT TO all right-of-way and easements of record and/or visible upon the ground and further SUBJECT TO all deed restrictions, if any, of record and zoning ordinances, if any, of any political subdivision in which such property may be located; and

WHEREAS, the Declarant will convey the above-described properties, subject to certain protective covenants, conditions, restrictions, liens and charges as hereinafter set forth;

NOW, THEREFORE, it is hereby declared that all of the property described above shall be held, sold and conveyed subject to the following easements, restrictions, covenants and conditions, which are for the purpose of protecting the value and desirability of, and which shall run with, the real property and shall be binding upon all parties having any right, title or interest in or to the above-described property or any part thereof, and which easements, restrictions, covenants and conditions shall inure to the benefit of each owner thereof.

ARTICLE ONE  
DEFINITIONS

1.01. "OWNER" shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title

Contracts with a term of one (1) year or more.

4 years after the  
expiration of the contract  
term

Minutes of Board and Membership Meetings.

7 years

Tax returns and audit records.

7 years

**CERTIFICATION**

IN WITNESS WHEREOF, the undersigned, Michael Moore, as the duly elected, qualified, and acting President of Heritage Oakes Property Owners' Association, hereby certifies on behalf of the Association that this Document Retention Policy was duly adopted by the Board of Directors of the Association at a meeting of the Board held on November 10, 2020, and shall take effect upon its recording in the Official Public Records of Andrews County, Texas.

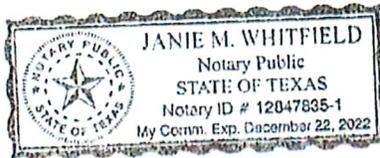
HERITAGE OAKES PROPERTY  
OWNERS' ASSOCIATION, a Texas  
nonprofit association

By: Michael Moore  
Michael Moore, President

THE STATE OF TEXAS §  
§  
COUNTY OF ECTOR §

This instrument was acknowledged before me on the 18<sup>th</sup> day of November, 2020, by Michael Moore, President of Heritage Oakes Property Owners' Association, a Texas nonprofit association, on behalf of said association.

(SEAL)



Janie M. Whitfield  
NOTARY PUBLIC IN AND FOR  
THE STATE OF TEXAS

AFTER RECORDING RETURN TO:

Todd, Barron, Thomason, Hudman & Bebout, P.C.  
Attn: Shane M. Bebout  
3800 E. 42<sup>nd</sup> Street, Suite 409  
Odessa, Texas 79762-5982

00557471 DOCX

Document Retention Policy  
Page 2 of 2

THE STATE OF TEXAS  
COUNTY OF ANDREWS

I hereby certify that this instrument was FILED on the  
date and the time stamped hereon by me and was duly  
RECORDED in the OPR Records of Andrews, Texas.

20-4421 Pages: 2  
11/30/2020 02:47 PM



Vicki Scott  
Vicki Scott, County Clerk  
Andrews, Texas



**HERITAGE OAKES PROPERTY OWNERS' ASSOCIATION  
DOCUMENT RETENTION POLICY**

WHEREAS, HERITAGE OAKES PROPERTY OWNERS' ASSOCIATION (the "Association") constitutes a property owners association under the provisions of Chapter 209 of the Texas Property Code (the "Code") and is composed of fifteen (15) or more lots;

WHEREAS, Section 209.005(m) of the Code provides that the Association must adopt and comply with a document retention policy that includes, at a minimum, the items specified in Section 209.005(m) of the Code; and

WHEREAS, the Board of Directors of the Association (the "Board") desires to adopt a document retention policy as required under Section 209.005(m) of the Code.

NOW, THEREFORE, the Board hereby adopts this Document Retention Policy (the "Policy"), as set forth below.

**DOCUMENT RETENTION POLICY**

1. **Policy:**

Books and records are to be retained by the Association for the period of their immediate use, unless longer retention is required for historical reference, contractual or legal requirements, or for compliance with the document retention periods set forth in this Policy. Records that are no longer required, or that have satisfied their recommended period of retention, may be destroyed in an appropriate manner.

The Association's Secretary, is responsible for ensuring that the Association's books and records are identified, retained, stored, protected, and subsequently disposed of, in accordance with the guidelines set forth in this Policy. Books and records that are required to be retained pursuant to this Policy may be scanned and maintained in an electronic format.

2. **Document Retention Periods:**

The following books and records are to be retained by the Association for the retention periods specified below:

**Record Type:**

**Retention Period:**

Certificate of Formation (formerly referred to as Articles of Incorporation), Bylaws, and Declarations, and any amendments thereto.

**Permanently**

Financial books and records.

**7 years**

Account records of current Lot Owners.

**5 years**

**CERTIFICATION**

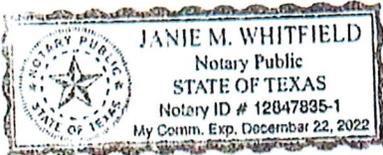
IN WITNESS WHEREOF, the undersigned, Michael Moore, as the duly elected, qualified, and acting President of Heritage Oakes Property Owners' Association hereby certifies on behalf of the Association that this Records Production and Copying Policy was duly adopted by the Board of Directors of the Association at a meeting of the Board held on November 10, 2020, and shall take effect upon its recording in the Official Public Records of Andrews County, Texas.

HERITAGE OAKES PROPERTY OWNERS' ASSOCIATION, a Texas nonprofit association

By: Michael Moore  
Michael Moore, President

THE STATE OF TEXAS §  
§  
COUNTY OF ECTOR §

This instrument was acknowledged before me on the 18<sup>th</sup> day of November, 2020, by Michael Moore, President of Heritage Oakes Property Owners' Association, a Texas nonprofit association, on behalf of said association.

(SEAL)  Janie M. Whitfield  
NOTARY PUBLIC IN AND FOR  
THE STATE OF TEXAS

AFTER RECORDING RETURN TO:  
Todd, Barron, Thomason, Hudman & Bebout, P.C.  
Attn: Shane M. Bebout  
3800 E. 42<sup>nd</sup> Street, Suite 409  
Odessa, Texas 79762-5982

00556537.DOCX

THE STATE OF TEXAS  
COUNTY OF ANDREWS  
I hereby certify that this instrument was FILED on the  
date and the time stamped hereon by me and was duly  
RECORDED in the OPR Records of Andrews, Texas.

20-4423 Pages: 5  
11/30/2020 02:47 PM



Vicki Scott

Vicki Scott, County Clerk  
Andrews, Texas

(C) Overhead Charge:

Whenever a labor charge is incurred in processing a request for information or records, the Association shall also charge a Requesting Member for any other direct and indirect costs incurred in processing a request for information, including an overhead charge to cover such costs as depreciation of capital assets, rent, maintenance and repair, utilities, and administrative overhead. The overhead charge is computed at twenty percent (20%) of the labor charge made to cover any labor costs associated with a particular request. By way of example, if one hour of labor is expended in processing a particular request for information, the overhead charge would be \$3.00 (\$15.00 for one hour of labor multiplied by 20% or .20).

(D) Miscellaneous Supplies:

The Association shall also charge a Requesting Member for the actual cost of miscellaneous supplies, such as labels, boxes, and other supplies, used to produce the requested information to the Requesting Party.

(E) Postal and Shipping Charges:

The Association shall also charge a Requesting Member for any related postal or shipping expenses which are necessary to transmit the reproduced information to the Requesting party.

**4. Advance Payment of Production and Copying Charges**

The Association requires advance payment by the Requesting Member of the estimated amount of Production and Copying Charges to be incurred in responding to a request for information, which will be estimated by using the amounts prescribed by this Policy. Within thirty (30) business days from the date copies of the requested information are delivered to the Requesting Party, the Association will submit a final invoice to the Requesting Member for the actual amount of Production and Copying Charges incurred by the Association in responding to such request for information ("Final Invoice").

If the estimated amount of Production and Copying Charges exceeds the actual amount of such charges, as reflected in the Final Invoice, the Requesting Member shall be entitled to a refund of the excess amount, and the Association will send payment of such excess amount to the Requesting Member within thirty (30) business days from the date the Final Invoice is sent to the Requesting Member.

If the actual amount of Production and Copying Charges, as reflected in the Final Invoice, exceeds the estimated amount of such charges, the additional amount of Production and Copying Charges incurred by the Association must be paid by the Requesting Member within thirty (30) business days from the date the Final Invoice is sent to the Requesting Member. If the Requesting Member does not timely pay the Association the additional amount of Production and Copying Charges, such amount shall be added to the Requesting Member's account as an assessment.

### 3. Responsibility for Records Production and Copying Charges

A Member of the Association who, or whose designated representative, submits a request for information to the Association (the "Requesting Member") shall be responsible for the costs, expenses, and charges incurred by the Association in responding to such request for information from such member or his or her designated representative in accordance with the terms of the Texas Administrative Code Title 1, Section 70.3 (and any amendment, modification, update, or increase of such terms) (the "Production and Copying Charges"). As of the effective date of the adoption of this Records Production and Copying Policy, the allowable Production and Copying Charges under Texas Administrative Code Title 1, Section 70.3 are as follows:

#### (A) Copy Charges:

(i) Standard paper copy. Standard paper copy charges consist of the charges for reproducing requested information and records on standard size paper by means of an office machine copier or a computer printer. The charge for standard paper copies is \$.10 per page or part of a page. Each side that has recorded information is considered a separate page.

(ii) Nonstandard copy. The Association will only produce a Nonstandard copy if it approves the request in its sole discretion. Nonstandard copy charges consist of charges for the costs of materials, other than standard size paper, onto which requested information and records are copied (excluding any applicable additional charges that may be associated with a particular request, such as labor or overhead charges). The charges for nonstandard copies are:

(a)	diskette:	\$1.00;
(b)	magnetic tape:	actual cost;
(c)	data cartridge:	actual cost;
(d)	tape cartridge:	actual cost;
(e)	CD:	\$1.00;
(f)	DVD:	\$3.00;
(g)	JAZ drive:	actual cost;
(h)	other electronic media:	actual cost;
(i)	VHS video cassette:	\$2.50;
(j)	audio cassette:	\$1.00;
(k)	oversize paper copy:	\$50;
(l)	specialty paper:	actual cost.

#### (B) Labor Charges:

Labor charges consist of the labor costs incurred in processing a request for information or records, and include the actual time to locate, compile, manipulate data, and reproduce the requested information or record. The charge for labor costs incurred in processing a request for information is \$15 an hour.

The written request for information must describe with sufficient detail the Association's books and records being requested and contain an election either to inspect the books and records before obtaining copies or to have the Association forward copies of the requested books and records to the Requesting Party without any advance inspection.

**(B) Inspection of Association's Books and Records:**

If an advance inspection of the Association's books and records is requested, within ten (10) business days from the date the Association receives the written request for information, the Association will send to the Requesting Party a written notice specifying the location and alternative dates that such person may inspect during normal business hours the requested books and records to the extent those books and records are in the possession, custody, or control of the Association. The inspection of the requested books and records shall take place at a mutually agreed upon time during normal business hours.

The alternative inspection dates proposed by the Association will be within ten (10) business days from its receipt of the request for information, unless the Association is unable to produce copies of the requested books and records and make them available for inspection within ten (10) business days from receipt of the request for information. In such event, the Association's written notice to the Requesting Party will state that the Association is unable to produce the information within ten (10) business days from the date it received the request for information and it will specify alternative inspection dates that will occur no later than fifteen (15) business days after the date of the Association's written notice to the Requesting Party.

If the Requesting Party wants to obtain copies of any of the books and records produced for inspection, the Requesting Party must identify the books and records at the inspection that the Association is to copy and forward to the Requesting Party.

**(C) Copying of Association's Books and Records:**

If copies of identified books and records are requested without an advance inspection of such books and records or are requested following an inspection of such books and records, within ten (10) business days from the date the Association receives the written request or the date of the inspection (as applicable), it will, to the extent such books and records are in its possession, custody, or control, produce copies of the requested books and records for the Requesting Party.

If the Association is unable to produce copies of such requested books or records within ten (10) business days from the written request or inspection, it will provide written notice to the Requesting Party of its inability to produce the requested books and records within ten (10) business days and will state a date by which such copies of such requested books and records will be produced to the Requesting Party, which may not be more than fifteen (15) business days after the date of such notice.

The Association reserves the right to produce copies of the requested books and records in hard copy, electronic form, or any other format reasonably available to it, and the manner of production shall be determined by the Association in its sole discretion.



**HERITAGE OAKES PROPERTY OWNERS' ASSOCIATION**  
**RECORDS PRODUCTION AND COPYING POLICY**

WHEREAS, Heritage Oakes Property Owners' Association (the "Association") constitutes a property owners association under the provisions of Chapter 209 of the Texas Property Code (the "Code");

WHEREAS, Section 209.005(i) of the Code requires the Association to adopt a records production and copying policy that prescribes the costs the Association will charge for the compilation, production, and reproduction of information requested by a member of the Association (hereinafter referred to as a "Member") in accordance with the terms of Section 209.005 of the Code; and

WHEREAS, the Board of Directors of the Association (the "Board") desires to adopt such a records production and copying policy as required under Section 209.005(i) of the Code.

NOW, THEREFORE, the Board hereby adopts the Records Production and Copying Policy (the "Policy"), as set forth below.

**1. Books and Records subject to Production**

Subject to the terms of this Policy and Section 209.005 of the Texas Property Code (and any amendment thereto), the Association will make its books and records, including financial records, to the extent such books and records are in the possession, custody, or control of the Association, open to and reasonably available for examination by a Member of the Association or a person designated in a written instrument signed by the Member as the Member's agent, attorney, or certified public accountant, in accordance with Section 209.005 of the Code (hereinafter referred to as the "Requesting Party"). A Requesting Party is also entitled to obtain copies of the information contained in the Association's books and records.

Except as provided by Section 209.005(d) of the Code, an attorney's files and records relating to the Association are not records of the Association and are not subject to inspection by a Requesting Party or subject to production in a legal proceeding.

In accordance with the provisions of Section 209.005(k) of the Code, and except as otherwise authorized or required pursuant to Section 209.005(l) of the Code, the Association shall not release or allow inspection of any books or records that identify the dedicatory instrument violation history of an individual Member, a Member's personal financial information, including records of payment or nonpayment of amounts due to the Association, a Member's contact information, other than his or her address, or information related to an employee of the Association, including personnel files.

**2. Procedures for Requesting Inspection and/or Copying of Associations Records**

**(A) Request for Information:**

To inspect or obtain copies of the Association's records, a Requesting Party must submit a written request for information by certified mail to the Association at its or its designated representative's mailing address as reflected on the most current recorded management certificate for the Association.



Delinquency that must be paid by the defaulting member to the Association under such Payment Plan Agreement. Any payments received by the Association from a member of the Association who is in default under a Payment Plan Agreement with the Association during a Payment Plan Default Period shall be applied to the member's debt or account in the following order of priority:

- (1) any attorney's fees or third-party collection costs incurred by the Association in connection with collection of the member's debt;
- (2) any other fees and expenses reimbursable to the Association in connection with collection of the member's debt;
- (3) any late charges and interest due by the member;
- (4) any past-due delinquent assessments (beginning with the oldest);
- (5) any current assessments;
- (6) any other amount owed to the Association (excluding fines); and
- (7) any fines assessed by the Association.

#### **APPLICATION OF PAYMENTS SCHEDULE**

In accordance with the terms of Section 209.0063 of the Code, except for payments made to the Association by members who are in default under a Payment Plan Agreement with the Association (as provided above), a payment received by the Association from a member shall be applied to the member's account in the following order of priority:

- (1) any delinquent assessments (beginning with the oldest);
- (2) any current assessments;
- (3) any attorney's fees or third-party collection costs incurred by the Association associated solely with collection of unpaid assessments or any other charge that could provide the basis for foreclosure of the Association's assessment lien;
- (4) any attorney's fees incurred by the Association that are not associated solely with collection of unpaid assessments or that do not provide a basis for foreclosure of the Association's assessment lien;
- (5) any fines assessed by the Association; and
- (6) any other amount owed to the Association.

2. Payment Plan Administrative Charges

In addition to the Assessment Delinquency, a member of the Association who enters into a Payment Plan Agreement shall be required to pay to the Association reasonable costs associated with preparing the Payment Plan Agreement and administering the member's compliance with the Payment Plan Agreement (hereinafter referred to collectively as the "Payment Plan Administrative Charges").

3. Available Payment Plan

The Association has established an installment payment plan schedules. Any member of the Association who is eligible to enter into a Payment Plan Agreement with the Association shall be entitled to this Payment Plan Agreement. If a member of the Association elects to enter into a Payment Plan Agreement, the member shall pay the Assessment Delinquency, plus any Payment Plan Administrative Charges in equal monthly installments over a period of three (3) months.

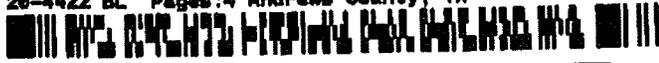
4. Payment Plan Agreement

Each Payment Plan Agreement shall be evidenced in writing and executed by both the member and a duly authorized representative of the Association. The Payment Plan Agreement shall specify the total amount of Assessment Delinquency owed to the Association as of the date of the Payment Plan Agreement, the total amount of Payment Plan Administrative Charges to be paid under the Payment Plan Agreement, and the term of the Repayment Schedule.

5. Default of Payment Plan Agreement

Each payment due under any Payment Plan Schedule shall be due and payable to the Association on or before the first (1st) day of each month during the term of the Payment Plan Agreement. Time is of the essence with respect to payments under a Payment Plan Agreement and the obligation to pay each monthly payment on or before the first (1st) day of each month must be strictly complied with. If a monthly payment made pursuant to a Payment Plan Agreement is returned for insufficient funds and/or if a payment is received after the due day thereof, it shall constitute a material breach of the Payment Plan Agreement. In such event all unpaid amounts subject to the Payment Plan Agreement shall automatically, without any further notice from the Association, be accelerated and shall be immediately due and payable in full to the Association.

In such event, the member shall be considered in default of the Payment Plan Agreement until he or she pays the full amount of the accelerated Assessment Delinquency, Payment Plan Administrative Charges subject to the Payment Plan Agreement to the Association (the "Payment Plan Default Period"). In addition, the defaulting member shall be liable for all costs of collection, including attorneys fees, incurred by the Association to collect any remaining unpaid amounts subject to the Payment Plan Agreement, which shall be added to and included within the Assessment



**HERITAGE OAKES PROPERTY OWNERS' ASSOCIATION  
PAYMENT PLAN GUIDELINES POLICY  
AND APPLICATION OF PAYMENTS SCHEDULE**

WHEREAS, Heritage Oakes Property Owners' Association (the "Association") constitutes a property owners association under the provisions of Chapter 209 of the Texas Property Code (the "Code") and is composed of fifteen (15) or more lots;

WHEREAS, Section 209.0062 of the Code requires the Association to adopt reasonable guidelines that establish an alternative payment schedule by which a member of the Association may make partial payments to the Association for delinquent regular or special assessments or any other amount owed to the Association without accruing additional monetary penalties;

WHEREAS, Section 209.0063 of the Code requires payments made to the Association by its members be applied to a member's account in a particular order of priority, unless such member is in default of a payment plan entered into with the Association;

WHEREAS, the Board of Directors of the Association (the "Board") desires to adopt payment plan guidelines as required under Section 209.0062 of the Code and an application of payments schedule in conformity with Section 209.0063 of the Code.

NOW, THEREFORE, the Board hereby adopts this Payment Plan Guidelines Policy (the "Policy") and Application of Payments Schedule, as set forth below.

**PAYMENT PLAN GUIDELINES**

1. **Eligibility for Payment Plan**

Subject to the terms of this Policy, a member of the Association who is delinquent in the payment of any regular or special assessments, or any other amounts owed to the Association, including costs of collection incurred by the Association (hereinafter referred to collectively as the "Assessment Delinquency"), shall be entitled to enter into a payment plan agreement with the Association that allows such member to pay the Assessment Delinquency in installment payments without incurring additional monetary penalties (hereinafter referred to as a "Payment Plan Agreement"). Each such Payment Plan Agreement shall be in accordance with terms of these Payment Plan Guidelines and the requirements of Section 209.0062 of the Code.

Notwithstanding the foregoing, or any provision herein to the contrary, a member of the Association shall be ineligible to pay his or her Assessment Delinquency under a Payment Plan Agreement if such member has failed to honor the terms of a previous Payment Plan Agreement with the Association and it has been less than two (2) years since the member's default under the previous Payment Plan Agreement.

6. The name and mailing address of the person or entity managing the Association is Michael Moore, President, PO Box 1372, Andrews, Texas 79714.

This Management Certificate is effective as of the 10<sup>th</sup> day of November, 2020.

HERITAGE OAKES PROPERTY OWNERS' ASSOCIATION, a Texas nonprofit association

By: Michael Moore  
Michael Moore, President

THE STATE OF TEXAS §  
§  
COUNTY OF ECTOR §

This instrument was acknowledged before me on the 18<sup>th</sup> day of November, 2020, by Michael Moore, President of Heritage Oakes Property Owners' Association, a Texas nonprofit association, on behalf of said association.



Janie M. Whitfield  
NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS

AFTER RECORDING RETURN TO:  
Todd, Barron, Thomason, Hudman & Bebout, P.C.  
Attn: Shane M. Bebout  
3800 E. 42<sup>nd</sup> Street, Suite 409  
Odessa, Texas 79762-5982

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THE STATE OF TEXAS  
COUNTY OF ANDREWS  
I hereby certify that this instrument was FILED on the date and the time stamped hereon by me and was duly RECORDED in the OPR Records of Andrews, Texas.  
20-4420 Pages: 2  
11/30/2020 02:47 PM

Vicki Scott  
Vicki Scott, County Clerk  
Andrews, Texas



**HERITAGE OAKES PROPERTY OWNERS' ASSOCIATION  
MANAGEMENT CERTIFICATE**

The undersigned, being an Officer of Heritage Oakes Property Owners' Association (the "Association"), and in accordance with Section 209.004 of the Texas Property Code, does hereby certify as follows:

1. The name of the subdivision is Heritage Oakes Addition (the "Subdivision Development").
2. The name of the Association is Heritage Oakes Property Owners' Association (the "Association").
3. The recording data for the Subdivision Development is as follows: Heritage Oakes Addition, a Subdivision of 17.42 acres out of Section 16, Block A-46 and Section 16, Block A-45, P.S.L., Andrews County, Texas, and being a Replat of Lots 143-160, Northcrest Subdivision, Section No. 4, Andrews, Andrews County, Texas, according to the map or plat thereof, recorded in Plat Book 4, Page 21, Plat Records, Andrews County, Texas; Heritage Oakes Addition 2<sup>nd</sup> Filing, a Subdivision of 1.84 acres out of the SW/4 of Section 16, Block A-45, P.S.L., Andrews County, Texas, and being a Replat of Lots 137-142 and Lots 146-148, Northcrest Subdivision, Section No. 4, according to the map or plat thereof, recorded in Plat Book 4, Page 28, Plat Records, Andrews County, Texas; Heritage Oakes Addition - 3<sup>rd</sup> Filing, a Subdivision of 7.81 acres out of the SW/4 of Section 16, Block A-45, P.S.L., Andrews County, Texas, according to the map or plat thereof, recorded Plat Book 4, Page 36, Plat Records, Andrews County, Texas; Heritage Oakes Addition - 4<sup>th</sup> Filing, a Subdivision of 0.99 acres out of the S/2 of Section 16, Block a-46, P.S.L., Andrews County, Texas, according to the map or plat thereof, recorded in Plat Book 4, Page 43, Plat Records, Andrews County, Texas; Heritage Oakes Addition - 5<sup>th</sup> Filing, a Subdivision of 4.509 acres out of Section 16, Block A-46, P.S.L., Andrews County, Texas and being a Replat of all of Heritage Oakes Addition - 4<sup>th</sup> Filing, Andrews, Andrews County, Texas, according to the map or plat thereof, recorded in Plat Book 4, Page 62, Plat Records, Andrews County, Texas; and Heritage Oakes Addition - 6<sup>th</sup> Filing, a Subdivision of 7.81 acres out of the SW/4 of Section 16, Block A-45, P.S.L., Andrews County, Texas and being a Replat of all of Heritage Oakes Addition - 3<sup>rd</sup> Filing, Andrews, Andrews County, Texas, according to the map or plat thereof, recorded in Plat Book 1, Page 325, Plat Records, Andrews County, Texas.
4. The recording data for the declaration applicable to the Subdivision Development is as follows: Declaration of Covenants, Conditions and Restrictions recorded in Vol. 501, page 251, Deed Records of Andrews County, Texas; in Vol. 515, page 437, Deed Records of Andrews County, Texas; in Vol. 702 page 165, Deed Records of Andrews County, Texas; and in Vol. 875, page 119, Deed Records of Andrews County, Texas
5. The name and mailing address of the Association is Heritage Oakes Property Owners' Association, c/o Michael Moore, President, PO Box 1372, Andrews, Texas 79714.