

**DECLARATION OF BYLAWS
FOR
THE NEIGHBORS OF THOMAS CROSSING HOA**

STATE OF TEXAS

COUNTY OF TARRANT

That this **DECLARATION OF BYLAWS** (“Declaration”), shall commence on January 1, 2024 by **THE NEIGHBORS OF THOMAS CROSSING HOA**, (“Declarant”) for the purpose of evidencing the Bylaws contained herein.

WITNESSETH:

WHEREAS, Declarant desires to attach these Bylaws to the Deed Restrictions, Covenants and Conditions of Thomas Crossing Phases 1-8, Fort Worth, Tarrant County, Texas.

WHEREAS, Declarant has deemed it desirable for the enforcement of the Declaration and the efficient preservation of the amenities in the Development, to create an Association (hereinafter defined) to which shall be delegated and assigned the power of administering and enforcing these assessments including levying, collecting and disbursing the assessments; and

WHEREAS, there has been or will be a non-profit corporation created under the laws of the State of Texas, named **THE NEIGHBORS OF THOMAS CROSSING HOA** whose Board of Directors will adhere to the Bylaws by which said Association shall be governed through its Board of Directors, for the purpose of exercising the functions aforesaid.

ARTICLE I.

DEFINITIONS

1.1 Association. “Association” shall mean and refer to **THE NEIGHBORS OF THOMAS CROSSING HOA** its successors, assigns or replacements which has jurisdiction over all properties located within the Property encumbered under this Declaration, as same may be amended.

1.2 Areas of Common Responsibility. “Areas of Common Responsibility” shall mean those areas listed below which the Association shall maintain upkeep and repair:

- A.** Any and all landscaping, signage, monument signage, irrigation systems, lighting, fencing and other improvements located within any Common Area.

- 1.3. **Common Area.** “Common Area” shall mean those areas listed below:
- A. Any and all entryways, including landscaping, lighting and brickwork.
- 1.4. **Declarant.** “Declarant” shall mean **The Neighbors of Thomas Crossing HOA** and any party to whom it shall expressly assign in writing, its rights, powers, privileges and prerogatives as the Declarant hereunder.
- 1.5. **City.** “City” shall mean the City of **Fort Worth**.
- 1.6. **County.** “County” shall mean **Tarrant County, Texas**.
- 1.7. **Home.** “Home” shall mean a single-family residential dwelling unit constructed on a Lot being a part of the Property, including the parking garage utilized in connection therewith and the Lot upon which the Home is located.
- 1.8. **Lienholder.** “Lienholder” or “Mortgagee” shall mean the holder of a first mortgage lien on any Home or Lot.
- 1.9. **Lot.** “Lot or Lots” shall mean and refer to the individual platted building lot depicted on the Plat of the Property, excluding open space, streets, and any Common Area or Areas of Common Responsibility. Where the context requires or indicates, the term Lot shall include the Home and all other improvements which are or will be constructed on the Lot.
- 1.10. **Member.** “Member” shall mean and refer to every person or entity who is a Member of the Association as defined in Article 3 hereof. Each Owner shall be a Member of the Association.
- 1.11. **Owner.** “Owner” shall mean and refer to the record Owner, whether one or more persons or entities, of a fee simple title to any Lot but shall exclude those having such interest merely as security for the performance of an obligation. However, the term “Owner” shall include any Lienholder or Mortgagee who acquires fee simple title to any Lot which is a part of the Property, through deed in lieu of foreclosure or through judicial or nonjudicial foreclosure.

ARTICLE II.

PROPERTY RIGHTS

- 2.1. **Maintenance of Areas of Common Responsibility by the Association.** The Association will be solely obligated to maintain and improve the Areas of Common Responsibility in a prudent manner to enhance the safety, security and overall appearance of the Development. As such, the Association shall not, except as the Association may

reasonably deem appropriate to comply with applicable laws or to protect the health, safety or welfare of the Development or the Members, (i) cause any buildings or permanent structures to be constructed within the Areas of Common Responsibility other than as contemplated in this Declaration that would materially interfere with the enjoyment of such areas by all of the Members, or (ii) allow any material interference or conflict with the natural or planted vegetation of trees in the Areas of Common Responsibility. The Association shall have the following rights with regard to the Areas of Common Responsibility:

- A. The right to make rules and regulations relating to the use of the Areas of Common Responsibility.
- B. The right of entry upon the Areas of Common Responsibility and any access, maintenance or other easements on the Property for the purposes of maintaining or improving the Areas of Common Responsibility.

ARTICLE III.

ASSOCIATION MEMBERSHIP AND VOTING RIGHTS

3.1. **Membership.** Thomas Crossing LLC during the time it owns any undeveloped Lots, and each person or entity who is a record Owner of a fee or undivided fee interest in any lot shall be a Member of the Association. The foregoing is not intended to include persons or entities that hold an interest merely as security for the performance of an obligation. Membership shall be appurtenant to and may not be separated from any ownership of any Lot which is subject to assessment by the Association. Transfer of ownership, either voluntarily or by operation of law, shall terminate such Owner's membership in the Association, and membership shall be vested in the transferee; provided, however, that no respect to assessments which have accrued prior to such transfer.

3.2. **Voting Rights.** The Association shall have two classes of voting membership.

A. **Class "A".** The Class "A" Members shall be all Owners as defined herein. The Class "A" Members shall be entitled to one (1) vote for each Lot owned. When more than one person holds an interest in any Lot, all such persons shall be Members. The vote for such Lot shall be exercised as they among themselves determine, but in no event shall more than one (1) vote be cast with respect to any Lot.

B. **Class "B".** The Class "B" Member shall be Thomas Crossing LLC. Thomas Crossing LLC shall be entitled to five (5) votes for each Lot owned; provided however that Thomas Crossing LLC shall cease to be a Class "B" Member and shall become a Class "A" Member entitled to one (1) vote per Lot on the happening of the earlier of the following events.

(1) When the total votes entitled to be cast of the Class "A" Members equal the total votes entitled to be cast of in the Class "B" Members, or

(2) When the Declarant, in its sole discretion, so determines.

3.3. No Cumulative Voting; Eligibility to Vote. At all meetings of the Association, there shall be no cumulative voting. Prior to all meetings, the Board of Directors of the Association (the "Board of Directors", or the "Board") shall determine the total number of votes outstanding and entitled to vote by the Members. Eligibility to vote or serve as a representative, director or officer of the Association shall be predicated upon being a Member who must be in good standing with the Association. To be in good standing, the Member must have all assessments of every type and category paid up to date and have no outstanding financial obligations to the Association that are delinquent.

3.4. Association's Power. In addition to the rights of the Association set forth in other sections of this Declaration, the Association shall have the duty to enforce the covenants, conditions and right, power, and authority to do any act which is consistent with or required by the provisions of this Declaration or the Bylaws of the Association (the "Bylaws"), whether the same be expressed or implied, including but not limited to the following:

A. The power to levy and collect Assessment (as herein under defines), of whatever nature for the maintenance, repair or replacement of the Areas of Common Responsibility and for such other purposes as are herein provided;

B. The power to keep accounting records and file a Federal Tax Return with respect to the Association's activities;

C. The power to contract with and employ others for maintenance and repair; and

D. The power to adopt rules and regulations concerning the operation of the Association.

3.5. Notice and Quorum for any Action Authorized Under This Declaration. Written notice of any meeting called for the purpose of taking any action authorized under this Declaration shall be given to all Members not less than ten (10) days not more than sixty (60) days in advance of such meeting. At such meeting, the presence of Members or of written proxies entitled to cast forty percent (40%) of all the votes entitled to be cast by Members of the Association entitled to vote shall constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notice requirements and the required quorum at the subsequent meeting shall be one-half (1/2) of the required quorum at the preceding meeting.

ARTICLE IV.

ASSOCIATION BOARD OF DIRECTORS

4.1 Creation of the Board of Directors.

A. The Board of Directors shall consist of the following offices: President, Vice President, Secretary and Treasurer.

B. The Officers of the Board of Directors shall be elected by the Members at a scheduled general meeting every December in odd calendar years, with a two-year term beginning on January 1 of the following year.

C. The duties of the Officers of the Board of Directors shall be as set out herein:

1. President: Leads the Board of Directors; knowledgeable of all Bylaws and governing documents of the Association; leads all Association meetings effectively and legally, managing the agenda, questions and speakers; and calls for votes and announces results of those votes.

2. Vice President: Supports the President; Stands in for the President if the President is unable to attend meetings; Maintains order during meetings, keeping all business running smoothly; and knowledgeable of all Bylaws and governing documents.

3. Secretary: Maintains notes/minutes from all meetings of the Association; distributes information on meeting dates/times with notice as set out herein; distributes all appropriate documents, records and agendas to the Members; stores notes/minutes in a location accessible to all Members; and ensures all legal documents meet requirements and deadlines.

4. Treasurer: Manages all Association finances, including funds and financial records; oversees billing and collection of Association assessments; requests and reviews all bids for services; coordinates and manages the Association's budget and allocating reserves; coordinates with the Association's CPA to timely file the Association's Federal Tax Return beginning tax year 2024; ensures that all financial matters/records are in compliance with the Bylaws and all governing documents; provides the Members with transparent and accurate accounting of the Association's financial records on June 1 and December 31 of each calendar year beginning 2024.

D. The Board of Directors shall have the authority to form committees consisting of Members of the Association. These committee members shall serve for the term of the current President of the Board of Directors.

E. The Board of Directors shall have the authority to form an Architectural

Committee, however Thomas Crossing LLC shall continue to have the exclusive right to approve all new home construction until the completion of all phases of Thomas Crossing Phases 1-8.

ARTICLE V.

ASSESSMENTS, MAINTENANCE FUND AND ASSESSMENT LIENS

5.1. Creation of the Lien and Personal Obligation of Assessments. Subject to the terms hereof, each Owner of any Lot by acceptance of a deed therefore, whether or not it shall be expressed in any such deed or other conveyance, covenants and agrees to pay to the Association; (i) regular Assessments or charges (ii) charges in connection with the transfer of a Lot, (iii) special Assessments (collectively, the "Assessments"). Such Assessments are to be fixed, established and collected as provided herein. Assessments, together with such interest thereon, costs of collection thereof, and costs of enforcements of this Declaration, as hereinafter provided, shall be a charge on the Lot and shall be secured by a continuing lien which is hereby created and impressed for the benefit of the Association upon the Lot against which each such Assessment is made. Each such Assessment, together with such interest costs and reasonable attorney's fees for the collection thereof, shall also constitute a personal obligation of the person or entity that was the record Owner of such Lot at the time of the Assessment. The personal obligation for delinquent Assessments shall not pass to successors in title unless expressly assumed by such successors; however, the lien upon the Lot shall continue until paid.

5.2. Purpose of Assessments. The Assessments levied by the Association shall be used exclusively for the purpose of promoting the recreation, health, safety and welfare of the Owners of the Lots, the improvement and maintenance of the Areas of Common Responsibility and any other property owned by the Association, and the performance and/or exercise of the rights and obligations of the Association arising hereunder. Assessments shall include, but not be limited to, funds to cover actual Association cost (including reasonable reserves) for all taxes, repairs, replacements, maintenance and other activities as may from time to time be authorized by the Board of Directors; legal and accounting fees, and fees for management services; expenses incurred in complying with any laws, ordinances or governmental requirements applicable to the Association or the Property; reasonable replacement and other reserves; and the cost of other facilities and service activities, including but not limited to, mowing grass, grounds care, sprinkler system, landscaping, and other charges required or contemplated by this Declaration and/or that which the Board of Directors shall determine to be necessary or prudent to meet the primary purpose of the Association, including the establishment and maintenance of a reserve for repair; maintenance, taxes and other charges as specified herein.

5.3. Basis and Maximum of Annual Assessments and Assessments of Sale Lots.
A. Regular annual assessment shall be per Exhibit A as attached and incorporated herein.

B. From and after January 1 of the first full year after the date of recordation of this Declaration and each year thereafter, the maximum regular annual assessment may be increased by an amount up to ten percent (10%) over the proceeding year's regular annual assessment solely by the Board of Directors. Any increase over and above 10% of the previous year's regular annual assessment shall be done only by the prior written approval of sixty-six and two-thirds percent (66 2/3%) of the outstanding votes (determined pursuant to Section 3.2 hereof) held by the Members at a meeting at which a quorum is present.

C. In addition to the regular annual assessment, each and every time a Lot in the Development is sold an additional assessment (transfer fee) of \$150.00 and the pro-rata share of annual assessments due on such Lot shall be paid to the Association by the purchaser of the Lot at the closing of each sale of said Lot.

5.4. Special Assessment. In addition to the regular Assessment, the transfer fees and capital improvement reserve fee payable on the sale of Lots authorized above, the applicable to that year only, for the purpose of defraying, in whole or in part, the costs incurred by the Association pursuant to the provisions of this Declaration, provided that any such Special Assessment shall have the prior approval of sixty-six and two-thirds percent (66 2/3%) of the outstanding votes of each class of Members entitled to vote (determined pursuant to Section 3.2 hereof) present at a meeting at which a quorum is present.

5.5 Date of Commencement of Regular Assessments; Due Dates.

A. The obligation of Owners to pay regular assessments provided for herein shall commence as to each Lot upon its conveyance by Thomas Crossing LLC to any person or entity that is not affiliated with Thomas Crossing LLC. The Assessments shall then be due on such payment dates as may be established by the Board of Directors. Assessments shall be due and payable on an annual basis unless otherwise designated by the Board of Directors and shall commence on January 1, 2024.

B. Thomas Crossing LLC is not required to pay Assessments with respect to the Lots owned by Thomas Crossing LLC. Thomas Crossing LLC may, but still have no obligation to, pay any deficiency resulting from the expenses of the Association exceeding the amount of the Assessments received from the Owners.

C. The Board of Directors shall fix the amount of the regular Assessments at least thirty days in advance of each Assessment year, which shall be the calendar year; provided, however, that the Board of Directors shall have the right to adjust the regular Assessment upon thirty days written notice given to each Owner, as long as any such adjustment does not exceed the maximum permitted pursuant to Section 4.3 hereof. Written notice of the regular Assessment shall be given as soon as is practicable to every Owner subject thereto. The Association shall, upon demand at any time, furnish a certificate in writing signed by the President, Vice President, Treasurer or other authorized representative of the Association setting forth whether the regular and Special

Assessments on a specified Lot have been paid and the amount of any delinquency. A reasonable charge may be made by the Association for the issuance of these certificates. Such certificates shall be conclusive evidence of payment of any Assessment therein stated to have been paid.

D. No Owner may exempt himself from liability for Assessments by waiver of the use or enjoyment of any portion of the Development or Areas of Common Responsibility or by abandonment of his Home or any Lot or improvements thereon.

5.6. Effect of Non-Payment of Assessments; Remedies of the Association.

A. All payments of the Assessments shall be made to the Association at its principal place of business or at such other place as the Association may otherwise direct or permit. Payment shall be made in full regardless of whether any Owner has any dispute with Thomas Crossing LLC, a Builder, the Association, any other Owner or any other person or entity regarding any matter to which this Declaration relates or pertains. Payment of the Assessments shall be both a continuing affirmative covenant personal to the Owner and a continuing covenant running with the Lot.

B. Any Assessments provided for in this Declaration which is not paid when due shall be delinquent. If any such Assessment is not paid within thirty (30) days after the date of delinquency, the Assessment shall bear interest from the date of delinquency (with no notice required to be given), until paid, at the rate of eighteen percent (18%) per annum or the maximum rate allowed by law, whichever is lesser. The Association may, at its option, bring an action at law against the Owner personally obligated to pay the same, or, upon compliance with the notice provisions hereof, foreclose the lien against Lot as provided in Subsection 4.7 (d) hereof. If any Owner is delinquent in paying its Assessments more than once in any twelve (12) month period, then in addition to the other rights and powers granted herein, the Board of Directors may impose a fine not to exceed \$100.00 for each such delinquent payment. There shall be added to an included in the amount of such Assessment any and all expenses or costs incurred by the Association in collecting any delinquent Assessment and foreclosing such lien, including said interest, fines, and reasonable attorney's fees. Each Owner vests in the Association or its assigns, the right and power to bring all actions at law or in equity foreclosing such lien against such Owner. Under no circumstances, however, shall the Association be liable to any other person or entity for failure or inability to enforce any Assessments.

C. No action shall be brought to foreclose on said Assessment lien or to proceed under the power of sale herein provided in less than thirty (30) days after the date of notice of claim of lien is deposited with the United States Mail, postage prepaid, certified or registered mail, return receipt requested, addressed to the Owner of said Lot, and a copy thereof is recorded by the Association in the Office of the County Clerk of the County; said notice of claim must recite a good and sufficient legal description of the Lot, the record Owner or reputed Owner thereof, the amount claimed (which may, at the Association's option, include interest on the unpaid Assessment at the rate set forth

herein, plus attorney's fees and expenses of collection in connection with the debt secured by said lien), and the name and address of the Association.

D. Any such sale provided for above is to be conducted in accordance with the provisions applicable to the exercise of powers of sale in mortgages and deeds of trust, as set forth in Section 51.002 of the Property Code of the State of Texas (as it may be amended from time to time), or in any other manner permitted by law. Each Owner, by accepting a deed to a Lot, expressly grants to the Association a power of sale as set forth in said Section 51.002 of the Property Code, in connection with the Assessment lien. The Association, through duly authorized agents, shall have the power to bid on the Lot at foreclosure sale and to acquire and hold, lease, mortgage and convey the same.

E. Upon the timely curing of any default for which a notice of claim of lien was filed by the Association, the officers of the Association are hereby authorized to file or record, as the case may be, an appropriate release of such notice, upon payment by the defaulting Owner of a fee, to be determined by the Association but not to exceed the actual cost of preparing and filing or recording the lien and the release. The Assessment lien and the right to foreclosure sale hereunder shall be in addition to and not in substitution of all other rights and remedies which the Association and its successors or assigns may have hereunder and by law, including the right of suit to recover a money judgment for unpaid Assessments, as above provided.

F. In addition to the other rights and powers granted herein, the Board of Directors may suspend the right of an Owner to use any of the Areas of Common Responsibility during the period such Owner is delinquent in paying any Assessments. No Owner shall have the right to vote as a Member of the Association during the period that such Owner is delinquent in paying any Assessments. The Board of Directors may require that any delinquent Assessments be paid by Cashier's or certified check or other good funds acceptable to the Board of Director.

5.7. Subordination of Lien to Lienholders. The lien securing the Assessments provided for herein shall be expressly subordinate to the lien of any Lienholder. The sale or transfer of any Lot shall not affect the Assessment lien. However, the sale or transfer of any Lot subject to a Lienholder mortgage pursuant to a decree of foreclosure or a non-judicial foreclosure under such Lienholder mortgage or any proceeding in lieu of foreclosure thereof, shall extinguish the lien of such Assessments as to payments thereof which became due prior to such sale or transfer. No sale or transfer shall relieve such Lot from liability for any Assessment thereafter becoming due, in accordance with the terms herein provided.

5.8. Insurance Requirements. The Association shall obtain liability insurance covering the Areas of Common Responsibility. Such insurance shall include but shall not be limited to public liability and property damage insurance on a broad form basis; and fidelity bond and liability insurance for all Officers of the Board of Directors of the Association.

5.9 Reserve Funds. The Board of Directors for the Association may establish reserve funds for such purpose as may be determined by the Board of Directors. These reserve funds may be terminated and accounted for separately from other funds maintained for annual operating expenses and may establish separate or irrevocable trust account in order to better demonstrate that the reserve funds are capital contributions and are not net income to the Association. Expenditures from any such fund shall be made at the discretion of the Board of Directors for the general purpose of promoting the recreation, safety, welfare, common benefit, and enjoyment of the Members.

ARTICLE VI

GOVERNING LAWS

6.1 Compliance with Laws. At all times, each Owner shall comply with all applicable federal, state, county, and municipal laws, ordinances, rules and regulations with respect to the use, occupancy, and condition of the Property and any improvements thereon. If any provision contained in this Declaration or any amendment is found to violate any law, then the provisions shall be interpreted to be as restrictive as possible to preserve as much of the original provisions as allowed by law.

IN WITNESS WHEREOF, THE UNDERSIGNED ASSOCIATION DOES
HEREBY EXECUTE THIS DECLARATION, EFFECTIVE THE ____ DAY OF
DECEMBER, 2023.

THE NEIGHBORS OF THOMAS CROSSING HOA

BY:  PRESIDENT

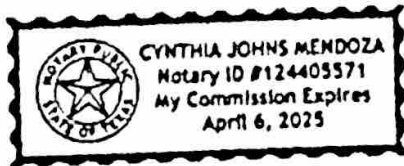
 VICE PRESIDENT

STATE OF TEXAS

COUNTY TARRANT

Before me, the undersigned, a Notary Public in and for said State, on this day, Jan Raymond and Steve Sutherland personally appeared representing The Neighbors of Thomas Crossing HOA, a Texas Non Profit, for the purpose and consideration therein expressed, and in the capacity therein stated.

Given under my hand and seal of office this the 18th day of December, 2023.



Cynthia Mendoza