

Taylor County  
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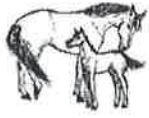


State of Texas  
County of Taylor

**THIS IS NOT A BILL**

I hereby certify that this instrument was FILED on the date and at the time stamped hereon by me and was duly RECORDED in the OFFICIAL RECORDS of Taylor County, Texas as stamped hereon.

County Clerk  
Taylor County, Texas



Pack Saddle Creek Estates  
Homeowners Association



# Community Manual

June 24, 2017

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BYLAWS  
OF  
*PACK SADDLE CREEK*  
*ESTATES*  
*HOMEOWNERS*  
*ASSOCIATION*

(A Texas Property Owners Association)

Adopted: June 1, 2013  
Amended: June 24, 2017

BYLAWS OF  
PACK SADDLE CREEK ESTATES  
HOMEOWNERS ASSOCIATION  
(A Texas Property Owners Association)

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ARTICLE 1  
INTRODUCTION

1.1. PROPERTY. These Bylaws provide for the governance of PACK SADDLE CREEK ESTATES, a planned community located in Taylor County, Texas, according to the original plat of Section One thereof recorded on July 14, 2010, in Cabinet 2, Slide 387-A, Plat Records, Taylor County, Texas and subsequent plats of additional sections (the "Property" or the "Subdivision").

1.2. DECLARATION. The Property is subject to a number of publicly recorded documents, including the Declaration of Covenants, Conditions, and Restrictions ("CC&Rs") for Section One, recorded on July 26, 2010 under Instrument Number 2010-10899, Official Public Records of Taylor County, Texas (the "Declaration") by Pack Saddle Creek, LLC (the Declarant's Subsequent amendments have been filed and the CC&Rs extended to cover additional Sections in the Subdivision).

1.3. DEFINITIONS. Words and phrases defined in the Declaration have the same meanings when used in these Bylaws. In addition, the following definitions apply to these Bylaws:

- a. Declarant Control Period – that period of time from initial development of the Property and original filing of the Declarant during which the Declarant retain full control of the common elements in the Subdivision and the assessment and collection of homeowner's dues.
- b. Development Period – that period of time in which the Declarant is building the Subdivision ("Property") including platting, installation of infrastructure and roads, and selling of lots for construction of homes. During this period, Declarant will retain control of the Architectural Control Committee ("ACC") to assure that home construction complies with the overall theme and plans for the Subdivision so as to keep and maintain the appearance of the Subdivision and home value for each homeowner. The Development Period will end when in the opinion of the Declarant, the Subdivision is sufficiently developed and sold so the work of the ACC can be turned over to the Association. Declarant will give written notice to the Association of the termination of the Development Period and file said notice in the Property Records in Taylor County, Texas.
- c. "'Electronic ballot" means a ballot given by e-mail; facsimile; or posting on an Internet website; for which the identity of the Owner submitting the ballot can be

confirmed; and, for which the Member may receive a receipt of the electronic transmission and receipt of the Member's ballot.

- d. "Lot" shall mean and refer to any plot of land within the Estates of Pack Saddle Creek Subdivision to be used as a homesite.
- e. "Member" shall mean Owner.
- f. "Owner" shall mean and refer to the record Owner, whether one or more persons or entities, of the fee simple title to any original Lot which is a part of the Subdivision.

1.4. DECLARANT CONTROL. Notwithstanding anything to the contrary in these Bylaws, a number of provisions in these Bylaws are modified by Declarant's rights and reservations under the Declaration during the Declarant Control Period and the Development Period, such as the number, qualification, appointment, removal, and replacement of directors, as well as the weight of votes allocated to lots owned by Declarant.

1.5. PARTIES TO BYLAWS. All present or future lot owners and all other persons who use or occupy the Property in any manner are subject to these Bylaws, the Declaration, and the other Governing Documents as defined in the Declaration. The mere acquisition of a lot or occupancy of a dwelling will signify that these Bylaws are accepted, ratified, and will be strictly followed.

1.6. TYPE OF ORGANIZATION. As an organization of lot owners, the Pack Saddle Creek Estates Homeowners Association, Inc. (the "Association") is created by the Declaration and these Bylaws. The Association is a nonprofit formed and organized under the laws of the State of Texas on June 16, 2010.

1.7. APPLICABLE LAW. The Association is a legal entity governed by the Texas Business Organizations Code (the "Code"). Sections of the Code that are cited in these Bylaws are incorporated herein by reference.

1.8. GENERAL POWERS AND DUTIES. The Association, acting through the board, has the powers and duties necessary for the administration of the affairs of the Association and for the operation and maintenance of the Property as may be required or permitted by the Governing Documents and applicable law. The Association may do any and all things that are lawful and which are necessary, proper, or desirable in operating for the best interests of its members, subject only to limitations upon the exercise of such powers as may be contained in applicable law or the Governing Documents.

## ARTICLE 2 BOARD OF DIRECTORS

2.1. NUMBER AND TERM OF OFFICE. The board will consist of at least three persons. The number of directors may be changed by amendment of these Bylaws, but may not be less than three. Upon election, each director will serve a term of 2 years. A director takes office upon the adjournment of the meeting or balloting at which he is elected or

appointed and, absent death, ineligibility, resignation, or removal, will hold office until his successor is elected or appointed.

2.2. STAGGERED TERMS. To maintain staggered terms, two directors will be elected in even-numbered years, and three directors will be elected in odd-numbered years. To establish staggered terms, at the first election after the transition meeting, the candidates receiving the most votes will serve 2-year terms, and the candidates receiving the next-highest votes will serve initial terms of one year. In an odd-numbered year, the three highest vote getters will serve a 2-year term, and the next two highest vote getters will serve 1-year terms. In an even-numbered year, the two highest vote getters will serve 2-year terms, and the next three highest vote getters will serve 1-year terms. Thereafter, their successors will serve 2-year terms. If the board is ever elected en masse, the same method will be used to re-establish staggered terms.

2.3. QUALIFICATION. The following qualifications apply to the election or appointment of persons to the board.

2.3.1. Owners. All of the directors must be Members of the Association, spouses of Members, or residents of the Property.

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

2.3.3. Delinquency. No person may be elected or appointed as a director if any assessment against the person or his lot is more than 30 days delinquent at the time of election or appointment, provided he has been given notice of the delinquency and a reasonable opportunity to cure it.

2.4. ELECTION. Directors will be elected by the members of the Association. The election of directors will be conducted at the annual meeting of the Association, at any special meeting called for that purpose, or by any method permitted by applicable law, such as Section 22.160(d) of the Code, which may include, without limitation, mail, facsimile transmission, electronic mail, or a combination of any of these.

2.5. VACANCIES. Subject to the exceptions below, vacancies on the board caused by any reason are filled by a vote of the majority of the remaining directors, even though less than a quorum, at any meeting of the board. Each director so elected serves until the next meeting of the Association, at which time a successor will be elected to fill the remainder (if any) of the term that was vacated. The exceptions to board-elected replacements are (1) the removal of a director by a vote of the Association's members, who will elect a replacement, and (2) a vacancy occurring because of an increase in the number of directors, which also will be filled by election of the members.

## 2.6. REMOVAL OF DIRECTORS.

2.6.1. Removal by Members. At any annual meeting of the Association or at any special meeting of the Association called for the purpose of removing a director, any one or more of the directors may be removed with or without cause by members representing at least two-thirds of the votes present in person or by proxy at the meeting, and a successor may then and there be elected to fill the vacancy thus created. Any director whose removal has been proposed by the members must be given an opportunity to be heard at the meeting.

2.6.2. Removal by Directors. A director may not be removed by the officers or by the remaining directors, except for the following limited reasons for which a director may be removed by at least a majority of the other directors at a meeting of the board called for that purpose:

- a. The director is a party adverse to the Association, the board, or a committee of the Association in pending litigation to which the Association, board, or committee is a party, provided the Association did not file suit to effect removal of the director.
- b. The director's account with the Association has been delinquent for at least 90 days or has been delinquent at least 3 times during the preceding 12 months, provided he was given notice of the default and a reasonable opportunity to cure.
- c. The director has refused or failed to attend 3 or more meetings of the board during the preceding 12 months, provided he was given proper notice of the meetings.
- d. The board is presented with written, documented evidence from a database or other record maintained by a governmental law enforcement authority that a board member was convicted of a felony or crime involving moral turpitude not more than 20 years before the date the board is presented with evidence, the board member is immediately ineligible to serve on the board of the Association, automatically considered removed from the board, and prohibited from future service on the board.

2.6.3. No Removal by Officers. A director may not be removed by officers of the Association, acting in their capacity of officers of the Association, under any circumstances.

## 2.7. MEETINGS OF THE BOARD.

2.7.1. Organizational Meeting of the Board. Within 10 days after the annual meeting, the directors will convene an organizational meeting for the purpose of electing officers. The time and place of the meeting will be fixed by the board and announced to the directors.

2.7.2. Place of Board Meetings. The board will conduct its meetings at a location that is reasonably convenient for the greatest number of directors, and at a place or facility that is sufficiently large to accommodate the number of owners who typically attend board meetings as observers. The decision of where to meet may be made on a meeting by meeting basis by the officer or director who calls the meeting, by board resolution, or by any other practice that is customary for property owners associations. The board is not required (1) to conduct its meetings at the Property, (2) to maintain a fixed place for its meetings, (3) to select a location that is convenient to owners, or (4) to select a facility that accommodates a larger number of spectator members than is customary.

2.7.3. Types of Board Meetings. Regular meetings of the board may be held at a time and place that the board determines, from time to time, but at least one such meeting must be held each calendar quarter, with or without notice. Special meetings of the board may be called, with notice, by the president or, if he is absent or refuses to act, by the secretary, or by any 2 directors. In case of emergency, the board may convene an emergency meeting for the purpose of dealing with the emergency after making a diligent attempt to notify each director by any practical method.

2.7.4. Notice to Directors of Board Meetings. Notice is not required for regular meetings of the board, provided all directors have actual or constructive knowledge of the meeting date, time, and place. Notice of a special meeting must be given at least one day in advance of the meeting. If notice is given, it may be given by any method or combination of methods that is likely to impart the information to the directors.

2.7.5. Informing Members of Board Meetings. The board will inform Association members of the date, time, place, and general subject of each board meeting, including a general description of any matter to be brought up for deliberation in executive session. Meetings of the Board will be communicated to the members as set forth in paragraph 5.4. The information may be imparted by any method or combination of methods that is likely to be available or communicated to most if not all members in a timely manner, such as by posting on the Association's website, by broadcast email, by signs posted at the Property, or by hand-delivered fliers. On the written request of an owner, the Association will provide the owner with the time and place of the next regular or special meeting of the board. The failure of the Association to disseminate and the failure of an owner to receive timely or accurate information about the date, time, and place of a meeting does not invalidate the meeting.

2.7.6. Conduct of Meetings. The president presides over meetings of the board and the secretary keeps, or causes to be kept, a record of resolutions adopted by the board and a record of transactions and proceedings occurring at meetings. When not in conflict with law or the Governing Documents, the then current edition of Robert's Rules of Order governs the conduct of the meetings of the board.

2.7.7. Quorum. At meetings of the board, a majority of directors constitutes a quorum for the transaction of business, and the acts of the majority of the directors present at a meeting at which a quorum is present are the acts of the board. If less than a quorum is present at a meeting of the board, the majority of those present may adjourn the meeting from time to time. At any reconvened meeting at which a quorum is present, any business that may have been transacted at the meeting as originally called may be transacted without further notice.

2.7.8. Minutes. The written report of a board meeting is not the minutes of the meeting until approved by the directors at a future meeting. The minutes must report actions taken by the board, but need not report the substance of discussion. The board is not required to distribute minutes of its meetings to the members. The board shall make meeting records, including approved minutes, available to a member for inspection and copying on the member's written request to the Association's managing agent at the address appearing on the most recently filed management certificate or, if there is not a managing agent, to the board.

2.7.9. Voting. A director who is also an officer of the Association, even the presiding officer, is expected to participate and to vote in the manner of every other director. The president of the Association is not prohibited from voting and is not limited to tie-breaking votes. Directors may not participate by proxy at meetings of the board.

2.7.10. Open Meetings. Regular and special meetings of the board are open to members of the Association, subject to the following provisions to the extent permitted or required by applicable law:

- a. No audio or video recording of the meeting may be made, except by the board or with the board's prior express consent.
- b. Members who are not directors may not participate in board deliberations under any circumstances, and may not participate in board discussions unless the board expressly so authorizes at the meeting.
- c. Executive sessions are not open to members.
- d. The board may prohibit attendance by non-members, including representatives, proxies, agents, and attorneys of members.
- e. The board may prohibit attendance by any members who dispute meetings or interfere with the conduct of board business.

2.7.10. Executive Session. The board may adjourn any regular or special meeting of the board and reconvene in executive session, subject to the following conditions:

- a. The nature of business to be considered in executive session will first be announced in open session.
- b. No action may be taken nor decision made in executive session, which

- is for discussion and informational purposes only.
- c. The limited purposes for which the board may convene in executive session are (1) to confer with the Association's legal counsel, (2) to discuss litigation or resolution of claims with which the Association is threatened or involved, (3) to discuss labor or personnel matters, (4) to discuss a complaint from or an alleged violation by an owner when the board determines that public knowledge would be injurious to the owner, and (5) on advice of counsel, to discuss matters of a particularly sensitive nature.
  - d. At the end of the executive session, the board must return to the open meeting and announce the general nature of the business that was considered in executive session. Any vote, act, or decision that would have been made in executive session (but for this requirement) must be made in the open meeting.
  - e. The board is not required to make or maintain minutes of executive sessions.

2.7.12. Telephone Meetings. Members of the board or any committee of the Association may participate in and hold meetings of the board or committee by means of conference telephone or similar communications equipment by means of which all persons participating in the meeting can hear each other. Except for any portion of a board meeting conducted in executive session, all Owners in attendance at the meeting must be able to hear all board members and Owners must be allowed to listen using any electronic or telephonic communication method used or expected to be used by a board member to participate. The notice of such meeting by means of conference telephone or similar communications equipment must include instructions for Owners to access any communication method required to be accessible under this Article. Participation in such meeting constitutes presence in person at the meeting, except where a person participates in the meeting for the express purpose of objecting to the transaction of any business on the ground that the meeting is not lawfully called or convened.

2.8. ACTION WITHOUT MEETING. Any action required or permitted to be taken by the board at a meeting may be taken without a meeting, if each board member is given a reasonable opportunity to express the board member's opinion to all other board members and to vote, subject to the following requirements:

2.8.1. Unanimous Consents. If all directors individually or collectively consent in writing to such action, the written consents have the same force and effect as the unanimous approval of directors at a meeting.

2.8.2. Majority Consents. If at least a majority of the directors, individually or collectively, consent in writing to such action, the written consents have the same force and effect as approval by a majority of the directors at a meeting. Prompt notice of the action so approved must be delivered to each non-consenting director.

2.8.3. Procedures. Written consents must state the date of each director's

signature. The required number of written consents must be received by the Association within 60 days after the date of the earliest dated consent. Written consents must be filed with the minutes of board meetings. Additional procedures may be required by the Code.

2.8.4. Summarization of Actions. Any action taken without notice to Owners under paragraph 5.4 must be summarized orally, including an explanation of any known actual or estimated expenditures approved at the meeting, and documented in the minutes of the next regular or special board meeting.

2.8.5. Action Precluded. The board may not, unless done in an open meeting for which prior notice was given to owners under paragraph 5.4, consider or vote on:

- fines;
- damage assessments;
- initiation of foreclosure actions;
- initiation of enforcement actions, excluding temporary restraining orders or violations involving a threat to health or safety;
- increases in assessments;
- levying of special assessments;
- appeals from a denial of architectural control approval;
- a suspension of a right of a particular owner before the owner has an opportunity to attend a board meeting to present the owner's position, including any defense, on the issue;
- lending or borrowing money;
- the adoption or amendment of a dedicatory instrument;
- the approval of an annual budget or the approval of an amendment of an annual budget that increases the budget by more than 10 percent;
- the sale or purchase of real property;
- the filling of a vacancy on the board;
- the construction of capital improvements other than the repair, replacement, or enhancement of existing capital improvements; or
- the election of an officer.

2.9. POWERS AND DUTIES. Generally, the board has all the powers and duties necessary for the administration of the Association and for the operation and maintenance of the Property. The board may do all acts and things except those which, by applicable law or the Governing Documents, are reserved to the members and may not be delegated to the board. Without prejudice to the general and specific powers and duties set forth in applicable law, the Governing Documents, or powers and duties as may hereafter be imposed on the board by resolution of the Association, the powers and duties of the board include, but are not limited to, the following:

2.9.1. Appointment of Committees. The board, by resolution, may from time to time designate standing or ad hoc committees to advise or assist the board with its responsibilities. The resolution may establish the purposes and powers of the

committee created, provide for the appointment of a chair and committee members, and may provide for reports, termination, and other administrative matters deemed appropriate by the board. Members of committees will be appointed from among the owners and residents. The board may not appoint a committee to act in its place in managing the affairs of the Association.

2.9.2. Manager. The board may employ a manager or managing agent for the Association, at a compensation established by the board, to perform duties and services authorized by the board.

2.9.3. Emergency Powers: An emergency exists for purposes of this Section if a local, state, or national government or governmental entity declares a disaster or state of emergency in the area in which the Property is located, or declares a state of war. In anticipation of, during, or in the aftermath of an emergency, the officers and directors may take or authorize any action they deem necessary or advisable to protect lives and property. A decision or action made in good faith under emergency conditions may not be used to impose liability on an officer, director, employee, or agent of the Association.

2.10. FIDELITY BONDS. Any person handling or responsible for Association funds, including officers, agents, and employees of the Association, must furnish adequate fidelity bonds. The premiums on the bonds may be a common expense of the Association.

### ARTICLE 3 OFFICERS

3.1. DESIGNATION. The principal officers of the Association are the president, the vice president, the secretary, and the treasurer. The board may appoint one or more vice presidents and other officers and assistant officers as it deems necessary. The president and secretary must be directors. Other officers may, but need not, be members or directors. Any two offices may be held by the same person, except the offices of president and secretary. If an officer is absent or unable to act, the board may appoint a director or a committee to perform the duties of that officer and to act in place of that officer, on an interim basis.

3.2. ELECTION OF OFFICERS. The officers are elected no less than annually by the directors at the organizational meeting of the board and hold office at the pleasure of the board. Except for resignation or removal, officers hold office until their respective successors have been designated by the board.

3.3. REMOVAL AND RESIGNATION OF OFFICERS. A majority of directors may remove any officer, with or without cause, at any regular meeting of the board or at any special meeting of the board called for that purpose. A successor may be elected at any regular or special meeting of the board called for that purpose. An officer may resign at any time by giving written notice to the board. Unless the notice of resignation states otherwise, it is effective when received by the board and does not require acceptance by the board. The resignation or removal of an officer who is also a director does not constitute resignation or

removal from the board.

### 3.4. DESCRIPTION OF PRINCIPAL OFFICES.

3.4.1 President. As the chief executive officer of the Association, the president: (1) presides at all meetings of the Association and of the board; (2) has all the general powers and duties which are usually vested in the office of president of an organization; (3) has general supervision, direction, and control of the business of the Association, subject to the control of the board; and (4) sees that all orders and resolutions of the board are carried into effect.

3.4.2. Vice-President. The vice-president acts in place of the president in event of the president's absence, inability, or refusal to act. The vice-president also exercises and discharges any duty required of the vice-president by the board.

3.4.3. Secretary. The secretary: (1) keeps the minutes of all meetings of the board and of the Association; (2) has charge of such books, papers, and records as the board may direct; (3) maintains a record of the names and addresses of the members for the mailing of notices; and (4) in general, performs all duties incident to the office of secretary.

3.4.4. Treasurer. The treasurer: (1) is responsible for Association funds; (2) keeps full and accurate financial records and books of account showing all receipts and disbursements; (3) prepares all required financial data and tax returns; (4) deposits all monies and other valuable effects in the name of the Association in depositories as may from time to time be designated by the board; (5) prepares the annual and supplemental budgets of the Association; (6) reviews the accounts of the managing agent on a monthly basis in the event a managing agent is responsible for collecting and disbursing Association funds; and (7) performs all the duties incident to the office of treasurer.

3.5. AUTHORIZED AGENTS. Except when the Governing Documents require execution of certain instruments by certain individuals, the board may authorize any person to execute instruments on behalf of the Association. In the absence of board designation, the president and the secretary are the only persons authorized to execute instruments on behalf of the Association.

## ARTICLE 4 STANDARDS

4.1. SEPARATE LIABILITY. The Association is a legal entity separate from its members for the purposes of determining and enforcing rights, duties, and liabilities in contract and tort. Members, directors, and officers of the Association are not personally and individually liable for the Association's breach of a contract or for the Association's tort or omission merely because they are members, directors, or officers of the Association. A member has the right to assert a claim against the Association, and the Association has the right

to assert a claim against a member.

4.2. GENERAL STANDARDS. The general standards of duty for an officer or director of the Association are the State's standards for officers and directors of a nonprofit corporation, as stated in the Code as it may be amended. On the date of this document, Sections 22.221 and 22.235 of the Code provide the following standards:

- a. A director will discharge the director's duties in good faith, with ordinary care, and in a manner the director reasonably believes to be in the best interest of the Association.
- b. A director is not liable to the Association, its members, or another person for an action taken or not taken as a director if the director acted in compliance with the above-stated standard for discharging duties. A person seeking to establish liability of a director must prove that the director did not act (1) in good faith, (2) with ordinary care, and (3) in a manner the director reasonably believed to be in the best interests of the Association.
- c. An officer is not liable to the Association or any other person for an action taken or omission made by the officer in the person's capacity as an officer unless the officer's conduct was not exercised (1) in good faith, (2) with ordinary care, and (3) in a manner the officer reasonably believes to be in the best interest of the Association.

4.3. RELIANCE. An officer or director may rely on information prepared or presented by (1) an officer or employee of the Association, (2) an attorney licensed by the State of Texas, (3) a certified public accountant, (4) an investment banker, or (5) a person whom the officer or director reasonable believes to possess professional expertise in the matter, and (6) in the case of a director, a committee of the Association of which the director is not a member. Such reliance must be exercised in good faith and with ordinary care. An officer or director may not rely on such information if he has actual knowledge that makes the reliance unwarranted.

4.4. COMPENSATION. Except as permitted below, a director, officer, member, or resident is not entitled to receive financial or monetary profit from the operation of the Association, and no funds or assets of the Association may be paid as salary or compensation to, or be distributed to, or inure to the benefit of a director, officer, member, or resident. Nevertheless,

- a. Reasonable compensation may be paid to a director, officer, member, or resident for services rendered to the Association in other capacities.
- b. A director, officer, member, or resident may, from time to time, be reimbursed for his actual and reasonable expenses incurred on behalf of the Association in connection with the administration of the affairs of the Association, provided the expense has been approved by the board.
- c. The board may budget and use Association funds to purchase awards, certificates, a celebratory meal, or other customary tokens or demonstrations of

- appreciation for volunteer activities.
- d. This Section does not apply to distributions to lot owners permitted or required by the Declaration, applicable law, or a court order.

4.5. LOANS. The Association may not loan money to or guaranty a loan for an officer or director of the Association.

4.6. CONFLICTS OF INTEREST. If a contract or transaction is fair to the Association, it is not disallowed merely because an officer, director, or member of the Association has a financial interest in the transaction, provided:

(1) the “interested” officer, director, or member fully and accurately discloses the nature of his interest to the board in a manner that is timely for the board’s consideration of the contract or transaction,

(2) the “interested” officer or director does not participate in the vote to approve the contract or transaction, although the “interested” director may be counted toward a quorum at the meeting,

(3) the board member, relative, or company bids on the proposed contract and the Association has received at least two other bids for the contract from persons not associated with the board member, relative, or company, if reasonably available in the community,

(4) the board member:

a) is not given access to the other bids; and

b) does not participate in any board discussion regarding the contract, and

(5) the board certifies that the other requirements of this Article 4.6 have been satisfied by a resolution approved by an affirmative vote of the majority of the board members who do not have an interest under this Article.

Nothing in this Section may be construed to prevent the board from adopting policies and procedures that are more stringent than the requirements of this Section, or of applicable law, such as Sections 1.003, 1.004, and 22.230 of the Code.

## ARTICLE 5 MEETINGS OF THE ASSOCIATION

5.1 ANNUAL MEETING. An annual meeting of the Association will be held during the second calendar quarter of each year. At annual meetings the members will elect directors in accordance with these Bylaws, and may also transact such other business of the Association as may properly come before them.

5.2 SPECIAL MEETINGS. It is the duty of the president to call a special meeting of the Association if directed to do so by a majority of the board or by one or more petitions signed by owners of at least 20 percent of the lots in the Property. If the petition process is used,

petitions may be in any form that is customary for the time. The board may not require a specific form of petition, nor require that the petition be offered to every member of the Association. Signatures on petitions need not be notarized or witnessed. An electronic or faxed petition is acceptable if the "signer's" identity is reasonably discernible.

5.3 PLACE OF MEETINGS. Meetings of the Association may be held at the Property or at a suitable place in Taylor County, Texas, that is convenient to the members, as determined by the board.

5.4. NOTICE OF MEETINGS, ELECTIONS, OR ASSOCIATION VOTES. Subject to the provisions below, at the direction of the board, written notice of meetings, elections, or votes of the Association will be mailed to an owner of each lot at least 10 days but not more than 60 days prior to the meeting; or, at least 72 hours before the meeting, notice shall be posted in a conspicuous manner reasonably designed to provide notice to Members on Association common area or privately owned property in the subdivision (with Owner's consent) or on an Internet website maintained by the Association or other Internet media and sent by e-mail to each Owner who has registered an e-mail address with the Association. Notices of meetings will state the date, time, and place the meeting is to be held. Notices will identify the type of meeting as annual or special, and will state the general subject of the meeting, including a general description of any matter to be brought up for deliberation in executive session. Notices may also set forth any other items of information deemed appropriate by the board.

5.4.1. Notice Exception. Individual notice of the regular annual meeting of the Association is not required if (1) the time and place of the meeting is largely unchanged from year to year and (2) information about the time and place is routinely available to all members, such as by year-long posting on the Association's official website or repetitive announcements in the Association's newsletter. This exception does not apply to special meetings of the Association, or to changes in the time and place of the regular annual meeting.

5.4.2. Special Meeting Notice. Within 30 days after the board resolution or receipt of petition, the board must give all members notice of the special meeting. If the board fails or refuses to call the special meeting in a timely manner, an ad hoc committee of owners may do so provided the notice of meeting names the ad hoc committee and its individual members, and further provided that the notice is delivered to an owner of every lot in accordance with these Bylaws. The notice of any special meeting must state the time, place, and purpose of the meeting. No business, except the purpose stated in the notice of the meeting, may be transacted at a special meeting.

5.5. RECORD DATE. Before each meeting of the Association, the board will establish a list of all members for purposes of receiving a meeting notice, and a list or way of identifying members who are ineligible to vote at the meeting because of a delinquent account. These membership lists are described in the Association Records Article below. The "cut off" date on which these lists are based is referred to in the Code as the "Record Date." The Record Date for an Association meeting for which notice is given is 10 calendar days before the date the notice is distributed or published to the members. The Record Date for an Association

meeting for which no notice is given is 45 calendar days before the meeting.

5.6. ELIGIBILITY. Every member is entitled to receive notice of Association meetings, to attend Association meetings, and to be counted towards a quorum, even if the member is ineligible to vote or to stand for election to the board.

5.6.1. Meeting Notice. An owner of each lot in the Property as of the Record Date is eligible to receive notices of meetings of the Association. Because the ownership of lots may change during a year, the ownership as of the Record Date is used to produce the membership list for use in connection with the meeting.

5.6.2. Voting. The board may determine that a member may not vote at a meeting of the Association if the member's financial account with the Association is in arrears on the Record Date, provided (1) the ineligibility applies to every member whose financial account is delinquent, and (2) each ineligible member is given notice of the arrearage and an opportunity to become eligible. The board may specify the manner, place, and time for payment for purposes of restoring eligibility. The Record Date determination of members entitled to vote at a meeting of the Association is effective for any adjournment of the meeting, provided the date of the adjourned meeting is not more than 30 days after the original meeting. The board is not required to disqualify owners with delinquent accounts, and may allow all owners to vote regardless of arrearages.

5.7. QUORUM. At any meeting of the Association, the presence in person or by proxy of owners of at least 10 percent of the lots in the Property constitutes a quorum. Members present at a meeting at which a quorum is present may continue to transact business until adjournment, notwithstanding the withdrawal, during the course of the meeting, of members constituting a quorum.

5.8. LACK OF QUORUM. If a quorum is not present at any meeting of the Association for which proper notice was given, members representing at least a majority of the votes present at the meeting, although not constituting a quorum, may vote to recess the meeting for not more than 24 hours in order to attain a quorum, provided the place of the meeting remains as stated in the notice. If the meeting is adjourned without attainment of a quorum, notice of a new meeting for the same purposes within 15 to 30 days may be given to an owner of each lot, at which recalled meeting the quorum requirement is lowered to half the number of lots required for the first call of the meeting.

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

5.9.1. Co-Owned Lots. If a lot is owned by more than one member, the vote appurtenant to that lot is cast as follows. If only one of the multiple owners of a lot is present at a meeting of the Association, that person may cast the vote allocated to the lot. If more than one of the multiple owners is present, the vote allocated to the lot may be

cast only in accordance with the owners' unanimous agreement. Multiple owners are in unanimous agreement if one of the multiple owners casts the vote allocated to a lot and none of the other owners makes prompt protest to the person presiding over the meeting.

5.9.2. Entity-Owned Lots. If a lot is owned by an entity, such as a corporation or partnership, the vote appurtenant to that lot may be cast by any officer, manager, or partner of the entity in the absence of the entity's written appointment of a specific person to exercise its vote. The person presiding over a meeting or vote may require reasonable evidence that a person voting on behalf of an entity is qualified to vote.

5.9.3. Association-Owned Lots. Votes allocated to a lot owned by the Association may be counted towards a quorum only, and may not be voted.

5.9.4. Lots Owned by Declarant or Builders. The Declarant may establish different voting rights during the Development Period.

## 5.10. BALLOTS

5.10.1. Any vote cast in an election or vote by a Member must be in writing and signed by the member.

5.10.2. Electronic votes cast constitute written and signed ballots.

5.10.3. In an association-wide election, written and signed ballots are not required for uncontested races.

## 5.11. VOTING

5.11.1. Voting Rights. The voting rights of an Owner may be cast or given in person or by proxy at a meeting of the Members; by absentee ballot in accordance with this article; by electronic ballot in accordance with this article; or, by any method of representative or delegated voting provided by a dedicatory instrument.

5.11.2. Except as provided by this Article, the Association is not required to provide an Owner with more than one voting method. An Owner must be allowed to vote by absentee ballot or proxy.

5.11.3. An absentee or electronic ballot:

- may be counted as an Owner present and voting for the purpose of establishing a quorum only for items appearing on the ballot;
- may not be counted, even if properly delivered, if the Owner attends any meeting to vote in person, so that any vote cast at a meeting by an Owner

supersedes any vote submitted by absentee or electronic ballot previously submitted for that proposal; and,

- may not be counted on the final vote of a proposal if the motion was amended at the meeting to be different from the exact language on the absentee or electronic ballot.

5.11.4. For purposes of Article 5.11.3, a nomination taken from the floor in a board member election is not considered an amendment to the proposal for the election.

5.11.5. A solicitation for votes by absentee ballot must include:

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

5.11.6. If an electronic ballot is posted on an Internet website, a notice of the posting shall be sent to each Owner that contains instructions on obtaining access to the posting on the website.

## 5.12. TABULATION OF AND ACCESS TO BALLOTS

5.12.1. A person who is a candidate in an Association election or who is otherwise the subject of an Association vote, or a person related to that person within the third degree by consanguinity or affinity, as determined under Chapter 573, Texas Government Code, may not tabulate or otherwise be given access to the ballots cast in that election or vote except as provided by this Article.

5.12.2. A person other than a person described by Article 5.12.1 may tabulate votes in an Association election or vote

5.12.3. A person who tabulates votes under Article 5.12.2 or who performs a recount under Article 5.18 may not disclose to any other person how an individual voted.

5.12.4. Notwithstanding any other provision of this article or any other law, only

a person who tabulates votes under Article 5.12.2 or who performs a recount under Article 5.18 may be given access to the ballots cast in the election or vote.

5.12.5. This Article may not be construed to affect a person's obligation to comply with a court order for the release of ballots or other voting records.

### 5.13. RECOUNT OF VOTES

5.13.1. Any Owner may, not later than the 15th day after the date of any meeting of Owners at which the election or vote was held or the date of the announcement of the results of the election or vote, require a recount of the votes. A demand for a recount must be submitted in writing either:

5.13.2. By verified mail or by delivery by the United States Postal Service with signature confirmation service to the Association's mailing address as reflected on the latest management certificate filed under Section 209.004, Texas Property Code; or

5.13.3. In person to the Association's managing agent as reflected on the latest management certificate filed under Section 209.004, Texas Property Code, or to the address to which absentee and proxy ballots are mailed.

5.13.4. The Association must estimate the costs for performance of the recount by a person qualified to tabulate votes under Article 5.18 and must send an invoice for the estimated costs to the requesting Owner at the Owner's last known address according to Association records not later than the 20th day after the date the Association receives the Owner's demand for a recount.

5.13.5. The Owner demanding a recount under these Articles must pay the invoice described in Article 5.14 in full to the Association on or before the 30th day after the date the invoice is sent to the Owner.

5.13.6. If the invoice described by Article 5.14 is not paid by the deadline prescribed by Article 5.15, the Owner's demand for a recount is considered withdrawn and a recount is not required.

5.13.7. If the estimated costs under Article 5.14 are lesser or greater than the actual costs, the Association must send a final invoice to the Owner on or before the 30th business day after the date the results of the recount are provided. If the final invoice includes additional amounts owed by the Owner, any additional amounts not paid to the Association before the 30th business day after the date the invoice is sent to the Owner may be added to the Owner's account as an assessment. If the estimated costs exceed the final invoice amount, the Owner is entitled to a refund. The refund shall be paid to the Owner at the time the final invoice is sent under this Article.

5.13.8. Following receipt of payment under Article 5.15, the Association shall,

at the expense of the Owner requesting the recount, retain for the purpose of performing the recount, the services of a person qualified to tabulate votes under this article. The Association shall enter into a contract for the services of a person who is a current or former county judge; county elections administrator; justice of the peace; or county voter registrar; or, a person agreed on by the Association and the persons requesting the recount, but who is not a member of the Association or related to a member of the Association board within the third degree by consanguinity or affinity, as determined under Chapter 573, Texas Government Code.

5.13.9. On or before the 30th day after the date of receipt of payment for a recount in accordance with Article 5.15, the recount must be completed and the Association must provide each Owner who requested the recount with notice of the results of the recount.

5.13.10. If the recount changes the results of the election, the Association shall reimburse the requesting Owner for the cost of the recount not later than the 30th day after the date the results of the recount are provided. Any action taken by the board in the period between the initial election vote tally and the completion of the recount is not affected by any recount.

5.14. PARTICIPATION. Members may participate in person or by proxy at meetings of the Association. A member who participates is deemed "present" and may be counted towards a quorum unless the member participates for the express purpose of objecting to the transaction of any business on the ground that the meeting is not lawfully called or convened.

5.15. PROXIES. A Member may participate in the affairs of the Association through a power of attorney or through a proxy. To be valid, each proxy must (1) be signed and dated by a member or his attorney-in-fact; (2) identify the lot to which the vote is appurtenant; (2) designate the person or position (such as "presiding officer") in favor of whom the proxy is granted, such person having agreed to exercise the proxy; (4) identify the meeting for which the proxy is given; (5) not purport to be revocable without notice; and (6) be delivered to the secretary, to the person presiding over the Association meeting for which the proxy is designated, or to a person or company designated by the board. Unless the proxy specifies a shorter or longer time, it terminates 11 months after the date of its execution. Perpetual or self-renewing proxies are permitted, provided they are revocable. To revoke a proxy, the granting member must give actual notice of revocation to the person presiding over the Association meeting for which the proxy is designated. Unless revoked, any proxy designated for a meeting which is adjourned, recessed, or rescheduled is valid when the meeting reconvenes. A proxy delivered by mail or by fax may be counted if any of the following occurs: (1) the proxy's authenticity can be confirmed to the reasonable satisfaction of the board, (2) the proxy has been acknowledged or sworn to by the member before, and certified by, an officer authorized to take acknowledgments and oaths, or (2) the Association also receives the original proxy within 5 days after the vote.

5.16. CONDUCT OF MEETINGS. The president, or any person designated by the board, presides over meetings of the Association. The secretary keeps, or causes to be kept, the minutes of the meeting which should record all resolutions adopted and all transactions occurring

at the meeting, as well as a record of any votes taken at the meeting. The person presiding over the meeting may appoint a parliamentarian. The then current edition of Robert's Rules of Order governs the conduct of meetings of the Association when not in conflict with the Governing Documents. Votes should be tallied by tellers appointed by the person presiding over the meeting.

5.17. ORDER OF BUSINESS. Unless the notice of meeting states otherwise, or the assembly adopts a different agenda at the meeting, the order of business at meetings of the Association is as follows:

- Determine votes present by roll call or check-in procedure
- Announcement of quorum
- Proof of notice of meeting
- Approval of minutes of preceding meeting Reports
- Election of directors (when required)
- Unfinished or old business
- New business

5.18. ADJOURNMENT OF MEETING. At any meeting of the Association, a majority of the members present at that meeting, either in person or by proxy, may adjourn the meeting to another time and place.

5.19. ACTION WITHOUT MEETING. Subject to board approval, any action which may be taken by a vote of the members at a meeting of the Association may also be taken without a meeting by written consents. The board may permit members to vote by ballots delivered by any method allowed by applicable law, which may include hand delivery, mail, fax, email, electronic balloting or any combination of these. Written consents by members representing at least a majority of votes in the Association, or such higher percentage as may be required by the Governing Documents constitutes approval by written consent. This Section may not be used to avoid the requirement of an annual meeting.

5.20. MEETINGS BY REMOTE COMMUNICATIONS. Members of the Association may participate in and hold meetings of the Association by means of electronic town halls, conference telephone, or similar communications equipment by means of which all persons participating in the meeting can communicate concurrently. Participation in the meeting constitutes presence in person at the meeting, except where a person participates in the meeting for the express purpose of objecting to the transaction of any business on the ground that the meeting is not lawfully called or convened. By acquiring an interest in a lot, each owner automatically consents to the use of communication technology to effect meetings of the Association, provided the owners of at least 85 percent of the lots in the Property have access to the form of technology chosen by the board, and further provided that the Association arranges a place of method of participation for those who do not have the technology.

ARTICLE 6  
RULES

6.1. RULES. The board has the right to establish and amend, from time to time, reasonable rules and regulations for: (1) the administration of the Association and the Governing Documents; (2) the maintenance, management, operation, use, conservation, and beautification of the Property; and (3) the health, comfort, and general welfare of the residents; provided, however, that such rules may not be in conflict with applicable law or the Governing Documents. The board will, at all times, maintain the then current and complete rules in a written form which can be copied and distributed to the members.

6.2. ADOPTION AND AMENDMENT. Any rule may be adopted, amended, or terminated by the board, provided that the rule and the requisite board approval are properly recorded as a resolution in the minutes of the meeting of the board.

6.3. NOTICE AND COMMENT. At least 10 days before the effective date, the board will give written notice to an owner of each lot of any amendment, termination, or adoption of a rule, or will publish same in a newsletter, on the Association's website, or in any form or medium that is circulated or available to the members. The board may, but is not required to, give similar notice to residents who are not members. Any member or resident so notified has the right to comment orally or in writing to the board on the proposed action.

6.4. DISTRIBUTION. On request from any member or resident, the board will provide a current and complete copy of rules. Additionally, the board will, from time to time, distribute copies of the current and complete rules to owners and, if the board so chooses, to non-member residents.

ARTICLE 7  
ENFORCEMENT

7.1. ACTIONS REQUIRING NOTICE AND HEARING. Before taking any of the below-described actions, the Association must give written notice and an opportunity for a hearing according to the requirements of this Article and the notice and hearing requirements of applicable law, such as Chapter 209 Texas Property Code. The following actions by or with the approval of the board, the Association, or the Architectural Reviewer, require notice and hearing as provided by this Article:

- a. Suspension of use of a common area, if applicable.
- b. Imposition of a fine for violation of any provision of the Governing Documents, other than fines, interest or collection fees charged for delinquent accounts.
- c. Charging an owner or a lot for property damage.

- d. Filing suit against an owner other than a suit related to the collection of assessments or foreclosure of the Association's assessment lien.

7.2. NOTICE. The required written notice must contain (1) the date of violation notice is prepared or mailed; (2) a statement that not later than the 30th day after the date the owner receives the notice, the owner may request a hearing to discuss and verify facts and resolve the matter in issue, pursuant to this Article and applicable law, such as Section 209.007 Texas Property Code; (3) a statement of how or where the request for hearing should be made or delivered; (4) a statement that if the hearing is before a committee or any body other than the board, the owner has the right to appeal the decision to the board by written notice to the board; (5) a statement that the owner may be liable for reimbursement of attorney's fees and costs if the violation continues or the damage is not paid by a stated date; and (6) the following contents applicable to violations or damage claims, as the case may be:

7.2.1. Notice of Violation. In the case of a violation of a provision of the Governing Documents, the written notice must also:

- Describe the violation
- Reference the rule or provision of the Governing Documents that is being violated, if applicable;
- Except as provided by Article 7.2.3, inform the Owner that the Owner:
  - Is entitled to a reasonable period to cure the violation and avoid the fine or suspension if the violation is of a curable nature and does not pose a threat to public health or safety;
  - May request a hearing under Article 7.3 on or before the 30th day after the date the notice was mailed to the Owner; and
  - May have special rights or relief related to the enforcement action under federal law, including the Servicemembers Civil Relief Act (50 U.S.C. App. Section 501 et seq.), if the Owner is serving on active military duty;
- Specify the date by which the Owner must cure the violation if the violation is of a curable nature and does not pose a threat to public health or safety; and
- Be sent by verified mail to the Owner at the Owner's last known address as shown on the Association records.

7.2.2. The date specified in the notice under Article 7.2.1 must provide a reasonable period to cure the violation if the violation is of a curable nature and does not pose a threat to public health or safety

7.2.3. Article 7.2.1 does not apply to a violation for which the Owner has been previously given notice under Article 7.2.1 in the preceding six months.

7.2.4. If the Owner cures the violation before the expiration of the period for cure described in Article 7.2.2, a fine may not be assessed for the violation.

7.2.5. For purposes of Articles 7.2.1 through 7.2.8, a violation is considered a threat to public health or safety if the violation could materially affect the physical health or safety of an ordinary resident.

7.2.6. For purposes of Articles 7.2.1 through 7.2.8, a violation is considered uncurable if the violation has occurred but is not a continuous action or a condition capable of being remedied by affirmative action. For purposes of this Article 7.2.6, the nonrepetition of a one-time violation or other violation that is not ongoing is not considered an adequate remedy.

7.2.7. The following are examples of acts considered uncurable for purposes of Articles 7.2.1 through 7.2.6:

- An act constituting a threat to health or safety;
- A noise violation that is not ongoing;
- Property damage, including the removal or alteration of landscape; and
- Holding an event prohibited by a dedicatory instrument.

7.2.8. The following are examples of acts considered curable for purposes of this section:

- A parking violation;
- A maintenance violation;
- The failure to construct improvements or modifications in accordance with approved plans and specifications; and
- An ongoing noise violation such as a barking dog.

7.2.9. Notice of Damage. In the case of property damage for which the Association seeks reimbursement or imposition of a charge on the owner or the lot, the written notice must also contain (1) a description of the property damage and (2) the amount of the Association's claim against the owner or the lot.

7.2.10. Notice to Resident. In addition to giving the violation notice to the owner, the board may also give a copy of the notice to the non-owner resident, if the board deems it appropriate.

7.2.4. Receipt of Notice. Unless applicable law provides otherwise, any notice given to an owner pursuant to this Article will be deemed received by the owner (1) on personal delivery to the owner or to a person at the owner's address, or (2) on the third business day after the notice is deposited with the U. S. Postal Service, addressed to the owner at the most recent address shown on the Association's records, whether or not the owner actually received the notice.

### 7.3 HEARING.

7.3.1. Request for Hearing. To request a hearing, an owner must submit a written request within 30 days after receiving the Association's written notice. Within 10 days after receiving the owner's request for a hearing, and at least 10 days before the

hearing date, the Association will give the owner notice of the date, time, and place of the hearing. If the Association or the owner requests a postponement of the hearing, the hearing will be postponed for up to 10 days. Additional postponements may be granted by agreement of the parties.

7.3.2. Pending Hearing. Pending the hearing, the board may continue to exercise the Association's other rights and remedies for the violation, as if the declared violation were valid. The owner's request for a hearing suspends only the action described in the Association's written notice.

7.3.3. Attendance. The hearing may be held with or without the presence of the owner or the owner's representative.

7.3.4. Hearing. The hearing may be held in a closed or executive session of the board. At the hearing, the board will consider the facts and circumstances surrounding the violation. The owner may attend the hearing in person, or may be represented by another person or written communication.

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

7.4. ACTIONS EXEMPT FROM NOTICE AND HEARING REQUIREMENTS. As a general rule, every action other than the above-described actions requiring notice and hearing are impliedly exempt from the requirements of this Article. As permitted by applicable law, such as Section 209.007 of Texas Property Code, the following actions are expressly exempt:

- a. If applicable, a temporary suspension of a person's right to use common areas if the temporary suspension is the result of a violation that occurred in a common area and involved a significant and immediate risk of harm to others in the Property. The temporary suspension is effective until the board makes a final determination on the suspension action after following the procedures prescribed by this Article.
- b. A lawsuit in which the Association seeks a temporary restraining order or temporary injunctive relief.
- c. A lawsuit filed by the Association that includes foreclosure as a cause of action.
- d. The collection of delinquent assessments.

7.5. IMPOSITION OF FINE. Within 30 days after levying the fine or authorizing the abatement, the board must give the owner notice of the levied fine or abatement action. If the fine or action is announced at the hearing at which the owner is actually present, the notice requirement will be satisfied. Otherwise, the notice must be in writing.

7.5.1. Amount. The board may set fine amounts on a case by case basis,

provided the fine is reasonable in light of the nature, frequency, and effects of the violation. The board may establish a schedule of fines for certain types of violations. The amount and cumulative total of a fine must be reasonable in comparison to the violation. If the board allows fines to accumulate, it may establish a maximum amount for a particular fine, at which point the total fine will be capped.

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

7.5.3. Other Fine-Related. The Association is not entitled to collect a fine from an owner to whom it has not given notice and an opportunity to be heard. The Association may not charge interest on unpaid fines. The Association may not foreclose its assessment lien on a debt consisting solely of fines.

7.6. REIMBURSEMENT OF EXPENSES AND LEGAL FEES. In addition to any other rights set forth in the Governing Documents for violation of a provision of the Governing Documents, the board may levy and collect individual assessments for reimbursement of reasonable fees and expenses, including without limitation legal fees, incurred by the Association to enforce the Governing Documents, including the collection of delinquent assessments, subject to the following conditions:

7.6.1. Notice. The Association must give the owner written notice that the owner will be liable for reimbursement of any such fees and expenses incurred by the Association if the delinquency or violation continues after a date certain that is stated in the notice. This notice requirement does not apply to legal fees incurred by the Association in connection with the Association's counterclaim in a lawsuit to which an owner is a plaintiff.

7.6.2. Hearing. If legal fees are incurred by the Association for an action requiring notice and hearing, the owner is not liable for reimbursement of legal fees incurred (1) before the date of which the owner must request a hearing, if the owner does not request a hearing, or (2) before conclusion of the hearing, if the owner does request a hearing.

7.6.3. Records. By written request, an owner may obtain from the Association copies of any invoices for charges, including legal fees, for which the Association seeks reimbursement.

7.6.4. Foreclosure. In connection with a nonjudicial foreclosure of the Association's assessment lien, applicable law, such as Chapter 209 of the Texas Property Code, may establish a limit for the amount of attorney's fees that the Association may include in its lien.

7.7. ADDITIONAL ENFORCEMENT RIGHTS. Notwithstanding the notice and

hearing requirement, the board may take immediate and appropriate action, without giving the notices required in this Article, against violations of the Governing Documents which, in the board's opinion, are (1) self-evident, such as vehicles parked illegally or in violation of posted signs; (2) threatening to life or property; or (3) repeat violations of the same provision by the same owner to whom prior notices and demands have been given for the same violation. Further, the provisions of this Article do not apply to specific remedies provided in the Governing Documents for certain violations, such as nonpayment of assessments.

## ARTICLE 8 OBLIGATIONS OF THE OWNERS

8.1. NOTICE OF SALE. Any owner intending to sell or convey his lot or any interest therein must give written notice to the board of his intention, together with (1) the address or legal description of the lot being conveyed, (2) the name and address of the intended purchaser, (3) the name, address, and phone number of the title company or attorney designated to close the transaction, (4) names and phone numbers of real estate agents, if any, representing seller and purchaser, and (5) scheduled date of closing. An owner will furnish this information to the board at least 10 business days before the scheduled date of closing or conveyance. The requirements of this Section may be satisfied by giving the Association a copy of an accepted resale contract in connection with the owner's request to the Association for a resale certificate.

8.2. PROOF OF OWNERSHIP. Except for those owners who initially purchase a lot from Declarant, any person, on becoming an owner of a lot, must furnish to the board evidence of ownership in the lot, which copy will remain in the files of the Association. A copy of the recorded deed is the customary evidence. The Association may refuse to recognize a person as a member unless this requirement is first met. This requirement may be satisfied by receipt of a board-approved form that is completed and acknowledged by a title company or attorney at time of conveyance of the lot or any interest therein.

8.3. OWNER'S INFORMATION. Within 30 days after acquiring an ownership interest in a lot, the owner must provide the Association with the owner's mailing address, telephone number, and driver's license number, if any; the name and telephone number of any resident other than the owner; and the name, address, and telephone number of any person managing the lot as agent of the lot owner. An owner must notify the Association within 30 days after he has notice of a change in any information required by this Section, and must provide the information on request by the Association from time to time.

8.4. MAILING ADDRESS. The owner or the several co-owners of a lot must register and maintain one mailing address to be used by the Association for mailing of notices, demands, and all other communications. If an owner fails to maintain a current mailing address with the Association, the address of the owner's lot is deemed to be his mailing address.

8.5. REGISTRATION OF MORTGAGEES. With 30 days after granting a lien against his lot, the owner must provide the Association with the name and address of the holder

of the lien and the loan number. The owner must notify the Association within 30 days after he has notice of a change in the information required by this Section. Also, the owner will provide the information on request by the Association from time to time.

8.6. ASSESSMENTS. All owners are obligated to pay assessments imposed by the Association to meet the common expenses as defined in the Declaration. A member is deemed to be in good standing and entitled to vote at any meeting of the Association if he is current in the assessments made or levied against him and his lot.

8.7. COMPLIANCE WITH DOCUMENTS. Each owner will comply with the provisions and terms of the Governing Documents, and any amendments thereto. Further, each owner will always endeavor to observe and promote the cooperative purposes for which the Property was established.

## ARTICLE 9 ASSOCIATION RECORDS

9.1. INSPECTION OF BOOKS AND RECORDS. Books and records of the Association will be made available for inspection and copying pursuant to applicable law, such as Section 22.351 of the Code and Section 209.005 Texas Property Code.

9.1.1. Proper Purpose. The board may require a member to submit a written demand for inspection, stating the purpose for which the member will inspect the books and records. The board has the following rights: (1) to determine whether the member's purpose for inspection is proper; (2) to deny the request if the board determines that the member's purpose is not proper; (3) if granting the request, to identify which books and records are relevant to the member's stated purpose for inspection.

9.1.2. Copies. A member, at member's expense, may obtain photocopies of books and records for which the board grants the right of inspection. The board has the right to retain possession of the original books and records, to make copies requested by the member, and to charge the member a reasonable fee for copying.

9.1.3. Member's Agent. A member's inspection of the books and records may be assisted or performed by the member's agent, accountant, or attorney.

9.1.4. Records of Attorneys. Except as provided by this Article, an attorney's files and records relating to the Association, excluding invoices requested by an owner under Section 209.008(d) Texas Property Code, are not records of the association and are not subject to inspection by the Owner or production in a legal proceeding. If a document in an attorney's files and records relating to the association would be responsive to a legally authorized request to inspect or copy association documents, the document shall be produced by using the copy from the attorney's files and records if the Association has not maintained a separate copy of the document. This Article does not require production of a document that constitutes attorney work product or that is

privileged as an attorney-client communication.

9.2. RESALE CERTIFICATES. Any officer may prepare, or cause to be prepared, assessment estoppel certificates or resale certificates pursuant to applicable law, such as Chapter 207 of the Texas Property Code, titled Disclosure of Information by Property Owners Association. The Association may charge a reasonable fee for preparing such certificates, and may refuse to furnish such certificates until the fee is paid. Any unpaid fees may be assessed against the lot for which the certificate is furnished. The Association may delegate the responsibility for a resale certificate to its managing agent, if any.

9.3. MANAGEMENT CERTIFICATE. As required by applicable law, such as Section 209.004 of the Texas Property Code, the Association will maintain a current management certificate in the county's public records. When the Association has notice of a change in any information in the recorded certificate, the Association will prepare a restated or amended certificate and deliver it to the county clerk for filing. Absent gross negligence, the Association is not liable for a delay or failure to record a certificate. The Association may delegate the responsibility for a management certificate to its managing agent, if any.

9.4. MEMBERSHIP LIST. The board must maintain a comprehensive list of Association members for compliance with the Code as well as the Governing Documents. The Association must make the membership list available to any owner on written request, and may charge a reasonable fee for the cost of copying and delivering the owners list.

9.4.1. Types of Information. At a minimum, the Association must maintain for each lot the name and mailing address of at least one owner, and a description of the lot owned (if different from the mailing address). The Association may also maintain, as an Association record, additional contact information for owners, such as phone numbers, fax numbers, email addresses, places of employment, emergency contact information, mortgage information, and any other items of information provided by owners or obtained by the Association.

9.4.2. Source of Ownership Information. In compiling the ownership or membership list, the Association may rely on any combination of (1) public records, such as tax rolls, (2) documentation provided by title insurance companies, (3) self-reporting by owners and residents, and (4) any other reasonably reliable and customary source of ownership information. The requirement of maintaining ownership records may not be construed to require the Association to affirmatively investigate or research title to a lot.

9.4.3. Information Available to Members. Membership information to be maintained by the Association is similar to what is typically available to the public on the website of the appraisal district and may not be considered confidential, private, or protected information as between the Association and its members. Neither the Association nor a member of the Association may sell or otherwise market the Association's membership information without the express prior consent of the owners. Each owner, by acquiring an ownership interest in a lot, acknowledges that the owner's contact information is a record of the Association that is available to all members of

the Association.

9.4.4. Inspection List. In accordance with applicable law, the Association will prepare a list of owners of all lots in the Property for inspection by the members prior to the meeting. The purpose of the list is to enable members to communicate with each other about the meeting. The inspection list must be available for inspection by the members from the second business day after the date notice of the meeting is given until adjournment of the meeting for which it was prepared. The list may be inspected or copied by an owner or the owner's attorney or agent. The inspection list must have the following characteristics:

- a. The list must be in alphabetical order of owners' surnames, or in numerical order of street addresses.
- b. The list must contain the name of at least one owner of each lot, or an indication that the current ownership cannot be determined and the identity of the last known owner.
- c. The list must contain an address for each member.
- d. The list must identify how many lots are owned by each owner, if that cannot otherwise be determined from the list.
- e. If all lots do not have uniform votes, such as lots owned by Declarant during the Declarant Control Period, the list must identify the number or weight of votes attached to each lot.
- f. The list must identify which owners or lots are ineligible to vote at the meeting due to an assessment of delinquency or other disqualifying condition.

#### 9.5. DOCUMENT RETENTION

9.5.1. The Association will retain certain documents as follows:

- Certificates of formation, bylaws, restrictive covenants, and all amendments to the certificates of formation, bylaws, and covenants shall be retained permanently;
- Financial books and records shall be retained for seven years;
- Account records of current Owners shall be retained for five years;
- Contracts with a term of one year or more shall be retained for four years after the expiration of the contract term;
- Minutes of meetings of the Members and the board shall be retained for seven years; and,
- Tax returns and audit records shall be retained for seven years.

## ARTICLE 10 NOTICES

10.1. CO-OWNERS. If a lot is owned by more than one person, notice to one co-owner is deemed notice to all co-owners. Similarly, notice to one resident of a lot is deemed notice to all residents of the lot.

10.2. DELIVERY OF NOTICES. Any written notice required or permitted by these Bylaws may be given personally, by mail, by fax, by email, or by any other method permitted by applicable law, such as the Texas Business Organizations Code. If mailed, the notice is deemed delivered when deposited in the U.S. Mail addressed to the member at the address shown on the Association's records. If transmitted by fax or email, the notice is deemed delivered on successful transmission of the facsimile or electronic correspondence. The notice must be sent to the party's last known address as it appears on the records of the Association at the time of transmission. If an owner fails to give the Association an effective address, the notice may be sent (1) to the address of the owner's lot and/or (2) to the owner's address shown on the then-current property tax rolls for the lot. If the Association properly transmits the notice, the owner is deemed to have been given notice whether or not he actually receives it.

10.3. WAIVER OF NOTICE. Whenever a notice is required to be given to an owner, member, or director, a written waiver of the notice, signed by the person entitled to the notice, whether before or after the time stated in the notice, is equivalent to giving the notice. Attendance by a member or director at any meeting of the Association or board, respectively, constitutes a waiver of notice by the member or director of the time, place, and purpose of the meeting. If all members or directors are present at any meeting of the Association or board, respectively, no notice is required and any business may be transacted at the meeting.

## ARTICLE 11 INDEMNIFICATION

11.1. GENERAL. The purpose of this Article is to mandate some of the permissive provisions of Chapter 8 of the Code, and to indemnify Association Leaders whether or not the Association is incorporated at the time indemnification is needed. The definitions of Chapter 8 of the Code are hereby incorporated by reference, without regard to the corporate status of the Association. As used in this Article, "Association Leader" means a person who is a current or former officer or director of the Association, or a current or former committee chair or committee member of the Association.

11.2. MANDATORY INDEMNIFICATION. The Association will indemnify an Association Leader who was, is, or is threatened to be made a named defendant or respondent in a proceeding because the person is or was an Association Leader, if the following determinations are made.

11.2.1. Determinations. It must be determined that the person acted in good faith, and that:

- a. the person reasonably believed (1) in the case of conduct in the

person's official capacity, that the person's conduct was in the Association's best interest, or (2) in any other case, that the person's conduct was not opposed to the Association's best interests;

- b. in the case of a criminal proceeding, the person did not have a reasonable cause to believe the person's conduct was unlawful;
- c. with respect to expenses, the amount of expenses other than a judgment is reasonable; and
- d. indemnification should be paid.

11.2.2. Effect of Proceeding Termination. A person does not fail to meet the determination standard solely because of the termination of a proceeding by judgment, order, settlement, conviction, or a plea of nolo contendere or its equivalent.

11.2.3. How Determinations Are Made. If all of the directors are disinterested and independent, as defined in the Code, the determinations required under this Section will be made by a special legal counsel selected by the board. Otherwise, the determinations will be made by the owners of a majority of lots in the Property, other than lots owned by persons who are not disinterested and independent as defined in the Code, or by a special legal counsel selected by those owners.

11.3. EXCEPTIONS TO MANDATORY INDEMNIFICATION. A person who is found liable to the Association or is found liable because the person improperly received a personal benefit is not entitled to indemnification under this Article if, in a legal proceeding, the person has been found liable for (1) willful or intentional misconduct in the performance of the person's duty to the Association, (2) breach of the person's duty of loyalty owed to the Association, or (3) an act or omission not committed in good faith that constitutes a breach of a duty owed by the person to the Association. In all other instances, indemnification of a person who is found liable to the Association is limited to reasonable expenses actually incurred by the person in connection with the proceeding, excluding a judgment, a penalty, a fine, or any other type of sanction. A person indemnified by the Association is considered to have been found liable in relation to a claim, issue, or matter only if the liability is established by an order, including a judgment or decree of a court, and all appeals of the order are exhausted or foreclosed by applicable law.

11.4. EXPENSES. The indemnification provided by this Article covers reasonable expenses and costs, such as legal fees, actually and necessarily incurred by the indemnified person in connection with a qualified claim.

11.4.1. Advancement of Expenses. The Association may pay or reimburse reasonable expenses incurred by an indemnified person who was, is, or is threatened to be made a respondent in a proceeding in advance of the final disposition of the proceeding without making the determinations required under Article 11.2, after the

Association receives a written affirmation by the person of the person's good faith belief that the person has met the standard of conduct necessary for indemnification under this Article, and a written undertaking by or on behalf of the person to repay the amount paid or reimbursed if the final determination is that the person has not met that standard or that indemnification is prohibited by this Article. The required written undertaking must be an unlimited general obligation of the person but need not be secured and may be accepted by the Association without regard to the person's ability to make repayment.

11.4.2. Witness Expenses. The Association may pay or reimburse reasonable expenses incurred by an Association Leader, member, employee, agent, or other person in connection with that person's appearance as a witness or other participation in a proceeding at a time when the person is not a respondent in the proceeding.

11.5. INDEMNIFICATION OF OTHER PERSONS. Subject to the same limitations, determinations, and exceptions for Association Leaders, the Association may indemnify and advance expenses to a person who is not otherwise covered by this Article's indemnification as provided by (1) a provision in a Governing Document of the Association, (2) a contract to which the Association is a party, (3) common law, (4) a board resolution, or (5) a resolution approved by the Association's members. A person indemnified under this Section may seek indemnification or advancement of expenses from the Association to the same extent that an Association Leader may seek indemnification or advancement of expenses under this Article.

## ARTICLE 12 DECLARANT PROVISIONS

12.1. CONFLICT. The provisions of this Article control over any provision to the contrary elsewhere in these Bylaws.

12.2. BOARD OF DIRECTORS. During the Declarant Control Period, the Declarant governs the number, qualification, and appointment of directors. The initial directors will be appointed by Declarant and need not be owners or residents. Directors appointed by Declarant may not be removed by the owners and may be removed by Declarant only. Declarant has the right to fill vacancies in any directorship vacated by a Declarant appointee.

12.3. TRANSITION MEETING. Within 60 days after the end of the Declarant Control Period, or sooner at Declarant's option, Declarant will call a meeting of the members of the Association for the purpose of electing directors, by ballot of members. Notice of the transition meeting will be given as if it were notice of an annual meeting.

## ARTICLE 13 AMENDMENTS TO BYLAWS

13.1. AUTHORITY. Although the general authority for amending the Bylaws resides with the members of the Association, certain amendments may be made by the board or by Declarant, without a vote of the members.

13.1.1. Amendments by Board. For the following limited purposes, the board may amend these Bylaws with or without approval by the members, provided the proposed amendment has the prior unanimous approval of the directors: (1) to correct mistakes in the Bylaws, (2) to conform the Bylaws to changes in controlling law applicable to any topic addressed in these Bylaws, (3) to change the name of the Association, and (4) to restate previously amended Bylaws for the sole purpose of incorporating the amendments into the body of the Bylaws.

13.1.2. Amendments by Declarant. During the Development Period, Declarant may amend these Bylaws with or without approval by the board or the members, **for any purpose**.

13.1.3. Amendments by Members. All other amendments of these Bylaws must be approved by the members according to the terms of this Article.

## 13.2. AMENDMENTS BY MEMBERS.

13.2.1. Proposal. The Association will provide or make available to an owner of each lot with a description, if not exact wording, of any proposed amendment. The proposed amendment, description of the proposed amendment, or instructions for obtaining a copy of the proposed amendment at no cost will be included in the notice of any annual or special meeting of the Association at which the proposed amendment is to be considered.

13.2.2. Consents. Subject to the following limitation, an amendment of these Bylaws must be approved by members representing at least a majority of the votes present (in person or by proxy) at a properly called meeting of the Association for which a quorum is obtained. In other words, if a quorum is present (in person or by proxy) at an Association meeting, the owners of a majority of the lots represented at the meeting (in person or by proxy) - even if less than a majority of the total lots - may approve an amendment to these Bylaws. This Section, however, may not be amended without the approval of owners representing at least a majority of the total lots in the Property.

13.3. EFFECTIVE. To be effective, an amendment must be in the form of a written instrument (1) referencing the name of the Property, the name of the Association, and the recording data of these Bylaws and any amendments hereto; (2) signed and acknowledged by at least one officer of the Association, certifying the requisite authority and/or approvals; and (3) recorded in the Real Property Records of Taylor County, Texas. An amendment may be effective immediately if adopted at an Association meeting at which owners of two-thirds of the lots are represented. Otherwise, an amendment is not effective until 10 days after an owner of each lot is notified of the amendment and provided with a copy of the amendment or

instructions for obtaining a copy.

13.4. MORTGAGEE PROTECTION. If a provision in a Governing Document or applicable law requires notices to and consent of mortgagees for certain actions and amendments, the Association must give the required notices to and obtain the required approvals from applicable mortgagees.

13.5. DECLARANT PROTECTION. During the Development Period, no amendment of these Bylaws may affect Declarant's rights herein without Declarant's written and acknowledged consent. Specifically, this Section, the article titled "Declarant Provisions," and the sections titled "Declarant Control," and "Drafter's Intent" may not be amended during the Development Period without prior written approval of Declarant. Declarant's written consent must be part of the amendment instrument.

#### ARTICLE 14 GENERAL PROVISIONS

14.1. DRAFTER'S INTENT. Because Declarant intends these Bylaws to serve the Association for many years beyond the initial development, construction, and marketing of the Property, Declarant purposefully did not draft these Bylaws from its own perspective. Instead, as a courtesy to future users of these Bylaws, Declarant compiled most of the Declarant related provisions in Article 16 of the Declaration. Although Declarant is initially an owner and a member of the Association, Declarant is intentionally exempt from a number of obligations that apply to other owners, and has a number of rights that other owners do not have. These Bylaws are to be construed liberally to give effect to the drafter's intent of favorable and preferential treatment of Declarant.

14.2. CONFLICTING PROVISIONS. If any provision of these Bylaws conflicts with any provision of the applicable laws of the State of Texas, the conflicting Bylaws provision is null and void, but all other provisions of these Bylaws remains in full force and effect. If a provision of the Association's certificate of formation or Articles of Association conflicts with these Bylaws, the certificate of formation or Articles controls. In the case of any conflict between the Declaration and these Bylaws, the Declaration controls.

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

14.4. CONSTRUCTION. The effect of a general statement is not limited by the enumerations of specific matters similar to the general. The captions of articles and sections are inserted only for convenience and are in no way to be construed as defining or modifying the text to which they refer. The singular is construed to mean the plural, when applicable, and the use of masculine or neuter pronouns includes the feminine.

14.5. FISCAL YEAR. The fiscal year of the Association will be set by resolution of the board, and is subject to change from time to time as the board determines. In the absence of a resolution by the board, the calendar year is the fiscal year.

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

I HEREBY CERTIFY that I am the duly elected, qualified, and acting President of Pack Saddle Creek Estates Homeowners Association, a Texas Property Owners Association, and that the above and foregoing Bylaws were adopted as the Bylaws of the Association by the members of the Association at its annual meeting on June 24, 2017.

IN WITNESS WHEREOF, I have executed this Certificate as of June 24, 2017.

Michael Edmiston  
President

# POLICIES and PROCEDURES

# Assessment Collection Policy and Procedure

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## Policy

The Texas Property Code requires property owner associations to create an assessment collection policy and procedure. The Association will provide written notice to a delinquent Owner by certified mail, return receipt requested, that:

- (1) Specifies each delinquent amount and the total amount of the payment required to make the account current;
- (2) Describes the options the owner has to avoid having the account turned over to a collection agent, including information regarding availability of a payment plan through the association; and
- (3) Provides a period of at least 30 days for the owner to cure the delinquency before further collection action is taken.

The obligation for payment by the Association to the Association's collection agent for fees or costs associated with a collection action is not dependent or contingent on amounts recovered. The payment agreement between the Association and the Association's collection agent requires payment by the Association of all fees to a collection agent for the action undertaken by the collection. The agreement between the Association and the Association's collection agent does not prohibit the owner from contacting the association board or the Association's managing agent regarding the Owner's delinquency. The Association will not sell or otherwise transfer any interest in the Association's accounts receivables for a purpose other than as collateral for a loan.

## Procedure

Steps	Collection Step	Date Range	Notes
1	Past Due Notice	30 days after assessment is due	Reminder to homeowner enclosing unit analysis for review.
2	Demand letter/Intent title search	60 days after past due date	Demand Letter outlining balance and intended collection steps. This step allows Owner (30) days to pay or dispute the balance. Owner has (10) days to pay prior to title search.
3	Order Title Search/Address Investigation	90 days after past due date	If a new Owner is found, the account balance is transferred and billed to new owner. The Owner has (15) days to pay prior to credit bureau reporting.
4	Credit Bureau filed/Intent lien	120 days after past due date	Owner has (15) days to pay prior to credit bureau intent letter.
5	File lien against property/Intent attorney	150 days after past due date	If payment is not received after the credit bureau reporting the lien is recorded at the county courthouse. Owner is notified of lien filing with intent to send account to attorney office for judicial or non-judicial foreclosure. <b>( Board must approve )</b>
6	Send the account to association attorney	180 days after past due date	

# Repayment Plan and Priority of Payments Policy

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## Purpose

The Texas Property Code requires property owner associations to establish a repayment plan and priority of payments plan. This policy establishes an alternative payment schedule by which an owner 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. For purposes of this policy, monetary penalties do not include reasonable costs associated with administering the payment plan or interest.

## Policy

The Association relies upon assessments to pay operational and maintenance expenses. Annual assessments are paid in advance. Owners are considered late if the assessment is not paid by April 1. The Association, through its managing agent, will work with an Owner who is having legitimate difficulty paying assessments or other charges due the Association.

### *Payment plans*

Evaluation of a payment plan is on a case-by-case basis. The Association's policy is to provide an Owner with a legitimate need an opportunity to repay amounts due over a payment period of no less than three (3) months but no longer than eighteen (18) months from the date of the Owner's request for a payment plan.

Generally, the Association, through its managing agent, offers a payment plan to Owners who are having a difficult time getting caught up on their account. The plan offers an Owner the option to pay 1/2 of the balance, including late fees and collection fees, followed by three equal payments of the remaining balance.

The Association is under no obligation to enter into a payment plan with an Owner who failed to honor the terms of a previous payment plan during the two years following the Owner's default under the previous payment plan.

### *Priority of Payments*

A payment received by the Association from the owner shall be applied to the Owner's debt in the following order of priority unless specifically otherwise directed by an Owner:

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

If, at the time the Association receives a payment from an Owner, the Owner is in default under a payment plan entered into with the association:

- (1) the Association is not required to apply the payment in the order of priority previously specified; and,
- (2) in applying the payment, a fine assessed by the Association may not be given priority over any other amount owed to the Association.

# Flag Display and Flagpole Policy

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## Purpose

The purpose of this policy is to establish guidelines for the display of the flag of the United States of America, the flag of the State of Texas, an official or replica flag of any branch of the United States armed forces, and other flags according to the Texas Property Code.

## Policy

Residents are allowed to display only the flag of the United States of America, the flag of the State of Texas, an official or replica flag of any branch of the United States armed forces, any variation of a Blue Star Mothers Service Flag or a POW/MIA Flag, and flags representing schools on temporary and permanent flagpoles, with certain exceptions.

Permanent flagpoles must receive approval by the Architectural Control Committee.

The height and width of the flagpole must be in proportion to the home and approved by the Architectural Control Committee on a case-by-case basis. Flagpoles shall not exceed 20 feet in height and shall be maintained in good condition. Any deteriorated or structurally unsafe flagpole must be repaired, replaced, or removed. The flagpoles shall not create noise from lanyards. Lighting shall be limited to a single light that is shielded from view from a neighboring property or road.

Flag measurements shall not exceed 3 feet by 5 feet and must be clean and mended when necessary. Displayed flags must be maintained in good condition. When deteriorated, flags must be removed, repaired, or replaced. Flag etiquette must be followed.

# Solar Device and Energy Efficient Policy

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## Purpose

This policy relates to the regulation by the Association of the installation of solar energy devices and certain roofing materials on property as set forth by the Texas Property Code.

## Definition

The meaning of "solar energy device" will be the same as assigned by Section 171.107, Texas Tax Code. "Solar energy device" means a system or series of mechanisms designed primarily to provide heating or cooling or to produce electrical or mechanical power by collecting and transferring solar-generated energy. The term includes a mechanical or chemical device that has the ability to store solar-generated energy for use in heating or cooling or in the production of power.

## Policy

### SOLAR ENERGY DEVICES

Except as otherwise provided, the Association will not include or enforce a provision in a dedicatory instrument that prohibits or restricts an Owner from installing a solar energy device.

- A. The Association may prohibit a solar energy device that:
1. as adjudicated by a court:
    - a. threatens the public health or safety; or
    - b. violates a law;
  2. is located on property owned or maintained by the Association;
  3. is located on property owned in common by the members of the Association;
  4. is located in an area on the Owner's property other than:
    - a. on the roof of the home or of another structure allowed under a dedicatory instrument; or
    - b. in a fenced yard or patio owned and maintained by the Owner;
    - c. does not conform to the slope of the roof and has a top edge that is not parallel to the roofline; or
    - d. has a frame, a support bracket, or visible piping or wiring that is not in a silver, bronze, or black tone commonly available in the marketplace;

5. if mounted on the roof of the home: (A) extends higher than or beyond the roofline; (B) is located in an area other than an area designated by the Association, unless the alternate location increases the estimated annual energy production of the device, as determined by using a publicly available modeling tool provided by the National Renewable Energy Laboratory, by more than 10 percent above the energy production of the device if located in an area designated by the Association;
  6. if located in a fenced yard or patio, is taller than the fence line;
  7. as installed, voids material warranties; or
  8. was installed without prior approval by the Association or by the Architectural association's architectural control committee within a reasonable period or within a period specified in the dedicatory instrument.
- B. The Association or the association's architectural control committee may not withhold approval for installation of a solar energy device if the provisions of the dedicatory instruments to the extent authorized by Subsection (A) are met or exceeded, unless the association or committee, as applicable, determines in writing that placement of the device as proposed by the Owner constitutes a condition that substantially interferes with the use and enjoyment of land by causing unreasonable discomfort or annoyance to persons of ordinary sensibilities. For purposes of making a determination under this subsection, the written approval of the proposed placement of the device by all Owners of adjoining property constitutes *prima facie* evidence that such a condition does not exist.

### ROOFING MATERIALS

The Association will not include or enforce a provision in a dedicatory instrument that prohibits or restricts an Owner who is otherwise authorized to install shingles on the roof of the owner's property from installing shingles that:

1. are designed primarily to:
  - a. be wind and hail resistant;
  - b. provide heating and cooling efficiencies greater than those provided by customary composite shingles; or
  - c. provide solar generation capabilities; and
2. when installed:
  - a. resemble the shingles used or otherwise authorized for use on property in the subdivision;
  - b. are more durable than and are of equal or superior quality to the shingles described by Paragraph (1); and
3. match the aesthetics of the property surrounding the Owner's property.

# Display of Certain Religious Items Policy

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## Purpose

This policy relates to the regulation by Association, of certain religious displays as set forth in the Texas Property Code.

## Policy

Except as otherwise provided by this policy, the Association will not enforce or adopt a restrictive covenant that prohibits an Owner or resident from displaying or affixing on the entry to the owner's or resident's dwelling one or more religious items the display of which is motivated by the owner's or resident's sincere religious belief.

The Association may, to the extent allowed by the constitution of Texas and the United States, prohibit the display or affixing of a religious item on the entry to the owner's or resident's dwelling that:

- a) threatens the public health or safety;
- b) violates a law;
- c) contains language, graphics, or any display that is patently offensive to a passerby;
- d) individually or in combination with each other religious item displayed or affixed on each entry door or door frame has a total size of greater than 600 square inches per entry door.

Except as otherwise provided by this policy, this policy does not authorize an owner or resident to use a material or color for an entry door or door frame of the owner's or resident's dwelling or make an alteration to the entry door or door frame that is not authorized by the restrictive covenants governing the dwelling.

The Association may remove an item displayed in violation of a restrictive covenant permitted by this policy.

# Display of Political Signs Policy

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## Purpose

The Association supports its Owners' and residents' right to participate in the election process. The purpose of this policy is to establish guidelines for the display of political signs in accordance with Texas Property Code.

## Policy

An Owner or resident may display on the Owner's property one or more signs advertising a political candidate or ballot item for an election no sooner than the 90th day before the date of the election to which the sign relates and must remove the signage by the 10th day after that election date.

Signs advertising a political candidate or ballot item for an election must be ground-mounted and limited to only one sign for each candidate or ballot item.

Signs advertising a political candidate or ballot item for an election may not:

1. contain roofing material, siding, paving materials, flora, one or more balloons or lights, or any other similar building, landscaping, or nonstandard decorative component;
2. be attached in any way to plant material, a traffic control device, a light, a trailer, a vehicle, or any other existing structure or object;
3. include the painting of architectural surfaces;
4. threaten the public health or safety;
5. be larger than four feet by six feet;
6. violate a law;
7. contain language, graphics, or any display that would be offensive to the ordinary person;  
or,
8. be accompanied by music or other sounds or by streamers or is otherwise distracting to motorists.

The Association may remove a sign displayed in violation of this policy.

# Holiday Decorations

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## **Background**

Pack Saddle Creek Estates HOA supports and encourages its residents to decorate their homes for holidays. This policy establishes timeframe for the display of decorations to ensure that the decorations do not become a distracting feature of the property.

## **Timeframes**

Holiday decorations may be displayed 45 days prior to the holiday, but must be taken down within 30 days after the date of the holiday.

**CERTIFICATION AND ACKNOWLEDGMENT**

I HEREBY CERTIFY that I am the duly elected, qualified, and acting President of Pack Saddle Creek Estates Homeowners Association, a Texas Property Owners Association, and that the forgoing Bylaws and policies were adopted for the benefit of the Association as of June 24, 2017 by the members of the Association at its annual meeting on June 24, 2017.

SIGNED, this 29<sup>th</sup> day of August 2017.

**PACK SADDLE CREEK ESTATES HOMEOWNER ASSOCIATION**



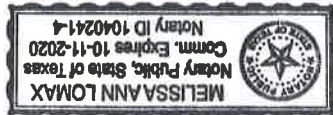
**MICHAEL EDMISTON  
PRESIDENT**

**JURAT**

**THE STATE OF TEXAS**

**COUNTY OF TAYLOR**

Subscribed and sworn to before me on this 29<sup>th</sup> day of August 2017 by **MICHAEL EDMISTON**.



Notary Public, State of Texas

**AFTER RECORDING RETURN TO:**

Pack Saddle Creek Estates HOA  
P.O. Box 3462  
Abilene, TX 79604-3462