

Henderson County
Mary Margaret Wright
County Clerk
Athens, TX 75751

Instrument Number: 2021-00018713

As

Recorded On: 09/28/2021 11:04 AM Recordings - Land

Parties: POINT LA VISTA POA

To: PUBLIC

Number of Pages: 15 Pages

Comment:

(Parties listed above are for Clerks reference only)

****Examined and Charged as Follows:****

Total Recording: 78.00

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Recorded Date/Time: 09/28/2021 11:04 AM

Recorded By: CHRISTI ANDREWS

*****DO NOT REMOVE. THIS PAGE IS PART OF THE INSTRUMENT*****

Any provision herein which restricts the Sale, Rental, or use of the described REAL PROPERTY
because of color or race is invalid and unenforceable under federal law.

I hereby certify that this instrument was filed and duly recorded
in the Official Records of Henderson County, Texas



A handwritten signature in cursive script, appearing to read "Mary Margaret Wright", is written over the printed name.

County Clerk
Henderson County, Texas

Record and Return To:

POINT LA VISTA POA
15367 PASO REAL

MALAKOFF, TX 75148



BYLAWS
OF
POINT LA VISTA PROPERTY OWNERS ASSOCIATION, INC.
(A Texas Non-Profit corporation)

ARTICLE I
NAME

The name of the corporation shall be POINT LA VISTA PROPERTY OWNERS ASSOCIATION, INC., hereinafter called "Association".

ARTICLE II
PURPOSE AND OWNER OBLIGATION

2.1 PURPOSE. The purpose for which this non-profit corporation is formed is to govern the subdivision (the "Property") situated on real property in the County of Henderson, State of Texas, which property is described on the attached Exhibit "A", which by this reference is made a part hereof, and which property has been made subject to certain covenants, assessments, easements, conditions, restrictions, charges and liens pursuant to the Covenants, Conditions and Restrictions of Point La Vista Subdivision, Section One and Section Two (the "Restrictions"). The terms used herein with initial capital letters and not defined herein have the meaning given them in the Restrictions.

2.2 OWNER OBLIGATION. All present or future Owners, tenants, or any other person who might use any portion of the Property in any manner, are subject to the regulations set forth in these Bylaws. The mere acquisition or rental of any Lot (hereinafter referred to as a "Lot," or if more than one, as the "Lots") in the Property or the mere act of occupancy of any of said Lots will signify that these Bylaws are accepted and ratified and will be strictly followed.

ARTICLE III
DEFINITIONS AND TERMS

3.1 MEMBERSHIP. Any person on becoming an Owner of a Lot shall automatically become a Member of this Association and be subject to these Bylaws. Such membership shall terminate without any formal action by the Association whenever such person ceases to own a Lot. Such termination shall not relieve or release any such former Owner from any liability or obligation arising out of or in any way connected with the Property during the period of such ownership and membership in this Association, or impair any rights or remedies which the Board of Directors of the Association or others may have

against such former Owner and Member arising out of or in any way connected with such ownership and membership and the covenants and obligations incident thereto. No certificates of stock shall be issued by the Association.

Members shall be all Members including Tamarack, Inc. (hereinafter "Developer"). Members shall be entitled to one (1) vote for every Lot owned by such person or legal entity as of the date of the notice of the meeting at which the vote is to be cast. When two (2) or more persons or entities hold undivided interests in the same portion of the Property, all such persons or entities shall be Members; provided, however, that the vote for each Lot they own shall be exercised as they, among themselves, determine, and in no event shall more than one (1) vote be cast with respect to each Lot owned by a Member or Members. In the event of a dispute as to what shall constitute a Lot, the determination by the Board of Directors shall be conclusive.

3.2 MAJORITY OF OWNERS. As used in these Bylaws the term "Majority of Owners" shall mean those Owners with at least ten percent (10%) of the combined weighted votes entitled to be cast.

3.3 QUORUM. Except as otherwise provided in these Bylaws, the presence in person or by proxy of a Majority of Owners as defined in Section 3.3 hereof shall constitute a quorum. Except as otherwise provided in the Restrictions or these Bylaws, the acts of the majority of the Members present, in person or by proxy, at a meeting at which a quorum is present shall be the acts of the Members of the Association.

3.4 PROXIES. Votes may be cast in person or by proxy. Proxies must be filed with the Secretary before the appointed time of each meeting.

ARTICLE IV ADMINISTRATION

4.1 PLACE OF MEETINGS. All annual and special meetings of the Association shall be held at the principal office of the Association or at such other suitable and convenient place as may be permitted by law and from time to time fixed by the Directors and designated in the notices of such meetings.

4.2 ANNUAL MEETINGS. Annual meetings shall be held the fourth of July of each year.

4.3 SPECIAL MEETINGS. It shall be the duty of the President to call a special meeting of the Owners as directed by resolution of the Board of Directors or upon receipt of a

petition signed by at least two-thirds (2/3rds) of the Owners and presented to the Secretary. The notice of any special meeting shall state the time and place of such meeting and the purpose thereof. No business shall be transacted at a special meeting except as stated in the notice unless by consent of three-fourths (3/4) of the Owners present, either in person or by proxy.

4.4 NOTICE OF MEETINGS. The Secretary shall mail notices of annual and special meetings to each Member of the Association, directed to his last known post office address, as shown on the records of the Association, by uncertified mail, postage prepaid. Such notice shall be mailed not less than ten (10) days nor more than twenty (20) days before the date of such meeting and shall state the date, time and place of the meeting and the purpose or purposes thereof. In lieu of mailing notice as herein provided, such notice may be delivered by hand or left at a Member's residence in such Member's absence.

4.5 ADJOURNED MEETING. If any meeting of Owners cannot be organized because a quorum is not present, the Owners who are present, either in person or by proxy, may adjourn the meeting from time to time until a quorum is attained.

4.6 ORDER OF BUSINESS. The order of business at all regular meetings of the Members shall be as follows:

- a. Roll call.
- b. Proof of notice of meeting or waiver of notice.
- c. Reading of minutes of preceding meeting.
- d. Reports of Officers.
- e. Reports of Committees.
- f. Election of Directors.
- g. Unfinished business.
- h. New business.
- i. Adjournment.

ARTICLE V BOARD OF DIRECTORS

5.1 NUMBER AND QUALIFICATION. The affairs of this Association shall be governed by a Board of Directors composed of five (5) persons which shall be elected at the first meeting of the Owners.

5.2 POWERS AND DUTIES. The Board of Directors shall have the powers and duties necessary for the administration of the affairs of the Association and for the operation and maintenance of the Property. The Board of Directors may do all

such acts and things that are not by these Bylaws or by the Restrictions directed to be exercised and done by the Owners.

5.3 OTHER POWERS AND DUTIES. The Board of Directors shall have the following duties:

a. To administer and enforce the covenants, conditions, restrictions, uses, limitations, obligations and all other provisions set forth in the Restrictions, including but not limited to the exercise of architectural control over structures built on the Property.

b. To maintain, improve and keep in good order, condition and repair all of the property owned by the Association or for which it has the responsibility to maintain pursuant to the Restrictions, and all items of personal property used in the enjoyment of the Property.

c. To establish, make, adopt and enforce compliance with reasonable rules and regulations necessary for the orderly operation and use of the property owned and maintained by the Association. (A copy of such rules and regulations shall be delivered or mailed to each Member promptly upon the adoption thereof.)

d. To insure and keep insured all the fixtures, equipment, personal property and real property acquired by the Association for the benefit of the Association and the Owners.

e. To fix, determine, levy and collect the annual assessments to be paid by each of the Owners; and by majority vote of the Board to adjust, decrease or increase the amount and due date of the assessments, subject to provisions of the Restrictions and, subject to the provisions of the Restrictions, to levy and collect special assessments in order to meet increased operating or maintenance expenses or costs, and additional capital expenses. All assessments shall be in itemized statement form and shall set forth in detail the various expenses for which the assessments are being made.

f. To collect delinquent assessments by suit or otherwise and to enjoin or seek damages from an Owner, as provided in the Restrictions and these Bylaws.

g. To protect and defend the Property from loss and damage by suit or otherwise.

h. To borrow funds in order to pay for any required expenditure or outlay; to execute all such instruments evidencing and securing such indebtedness which shall be secured by assignment or pledge or rights against delinquent Owners, if the Board of Directors sees fit.

i. To approve contracts for the Association.

j. To establish a bank account for the Association for all funds of the Association which are required or may be deemed advisable by the Board of Directors.

k. To keep and maintain full and accurate books and records showing all of the receipts, expenses or disbursements and to permit examination thereof at any reasonable time by each of the Owners. The Board shall cause to be prepared and delivered annually to each Owner a statement showing all receipts, expenses or disbursements for the Association since the last such statement. Such financial statements shall be available to any First Mortgagee of a Lot, on request, within ninety (90) days following the fiscal year end of the corporation.

l. To meet at least twice a year.

m. To designate the personnel necessary for the maintenance and operation of the Property.

n. In general, to carry on the administration of this Association and to do all of those things, necessary and reasonable, in order to carry out the intent of the Restrictions.

5.4 ELECTION AND TERM OF OFFICE. At the first meeting of the Association each Director shall be elected to serve a term of one (1) year. The persons acting as Directors shall hold office until their successors have been elected and hold their first meeting.

5.5 VACANCIES. Vacancies on the Board of Directors caused by any reason other than the removal of a Director by a vote of the Association shall be filled by vote of the majority of the remaining Directors, even though they may constitute less than a quorum. Each Director so elected shall serve out the remaining term of his predecessor.

5.6 REMOVAL OF DIRECTORS. At any regular or special meeting duly called, any one (1) or more of the Directors may be removed with or without cause by a majority of the Owners, and a successor may then and there be elected to fill the

vacancy thus created. Any Director whose removal has been proposed by the Owners shall be given an opportunity to be heard at the meeting.

5.7 ORGANIZATION MEETING. The first meeting of a newly elected Board of Directors shall be held within ten (10) days of election at such place as shall be fixed by the Members at the meeting at which such Directors were elected, and no notice shall be necessary to the newly elected Directors in order legally to constitute such first meeting, providing a majority of the whole Board shall be present at such first meeting.

5.8 REGULAR MEETINGS. Regular meetings of the Board of Directors may be held at such time and place as shall be determined, from time to time, by a majority of the Directors, but at least two (2) such meetings shall be held during each fiscal year. Notice of regular meetings of the Board of Directors shall be given to Directors, personally or by mail, telephone or telegraph, at least three (3) days prior to the day named for such meeting.

5.9 SPECIAL MEETINGS. Special meetings of the Board of Directors may be called by the President or Secretary, or upon the written request of at least two (2) Directors. The President or Secretary will give three (3) days' personal notice to each Director by mail, telephone or telegraph, which notice shall state the time, place (as hereinabove provided) and purpose of the meeting.

5.10 WAIVER OF NOTICE. Before or at any meeting of the Board of Directors, any Director may in writing waive notice of such meeting and such waiver shall be deemed equivalent to the giving of such notice. Attendance by a Director at any meeting of the Board shall be a waiver of notice by him of the time and place thereof. If all the Directors are present at any meeting of the Board, no notice shall be required and any business may be transacted at such meeting.

5.11 ACTION WITHOUT A MEETING. Any action required or permitted to be taken at a meeting of the Board of Directors may be taken without a meeting in a Consent in Writing, setting forth the action so taken, if signed by all of the Directors. Such consent shall have the same force and effect as a unanimous vote.

5.12 BOARD OF DIRECTOR'S QUORUM. At all meetings of the Board of Directors, a majority of Directors shall constitute a quorum for the transaction of business, and the acts of the majority of the Directors present at a meeting at which a quorum is present shall be the acts of the Board of Directors.

If, at any meeting of the Board of Directors, there is less than a quorum present, the majority of those present may adjourn the meeting from time to time.

5.13 FIDELITY BONDS. The Board of Directors may require that all officers and employees of the Association handling or responsible for Association funds shall furnish adequate fidelity bonds. The premium on such bonds shall be paid by the Association.

ARTICLE VI OFFICERS

6.1 DESIGNATION. The officers of the Association shall be a President, Vice President, Secretary and Treasurer.

6.2 ELECTION OF OFFICERS. The officers of the Association shall be elected annually by the Board of Directors at the organization meeting of each new Board and shall hold office at the pleasure of the Board.

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

6.4 PRESIDENT. The President shall be the chief executive officer of the Association. He shall preside at all meetings of both the Association and the Board of Directors. He shall have all the general powers and duties which are usually vested in the office of president of an association, including, but not limited to, the power to appoint committees from among the Members to assist in the administration of the affairs of the Association.

6.5 VICE PRESIDENT. The Vice President shall perform all of the duties of the President in the President's absence and such other duties as may be required of him from time to time by the Board of Directors.

6.6 SECRETARY.

a. The Secretary shall keep the minutes of all meetings of the Board of Directors and the minutes of all meetings of the Association. He shall have charge of such books and papers as the Board of Directors may direct; and he shall, in general perform all the duties incident to the office of the Secretary.

b. The Secretary shall compile and keep up to date at the principal office of the Association a complete list of Members and their last known addresses as shown on the records of the Association. Such list shall be open to inspection by Members and other persons lawfully entitled to inspect the same during regular business hours.

6.7 TREASURER. The Treasurer shall receive and deposit in appropriate bank accounts all money of the Association and shall have authority to disburse such money as directed by resolution of the Board of Directors, (provided, however, that a resolution of the Board of Directors shall not be necessary for disbursements made in the ordinary course of business conducted within the limits of a budget adopted by the Board of Directors), including authority to: sign all checks of the Association; keep proper books of account; cause an annual statement of the Association's books to be made at the completion of each fiscal year; prepare an annual budget and a statement of income and expenditures to be presented to the Membership at its regular annual meeting, and deliver a copy of each to the Members; and perform all other duties assigned to him by the Board of Directors.

ARTICLE VII MANAGEMENT CONTRACT

The Board of Directors may enter into a management agreement with a management company at a rate of compensation agreed upon by the Board of Directors and for a term as determined by the Board of Directors.

ARTICLE VIII MAINTENANCE CONTRACT

The Board of Directors may enter into an agreement for maintenance of the Property with an individual, group of individuals, including but not limited to any Owner or Owners, or any entity at a rate of compensation agreed upon by the Board of Directors and for a term as determined by the Board of Directors.

ARTICLE IX INDEMNIFICATION OF OFFICERS AND DIRECTORS

The Association shall indemnify every Director or officer, his heirs, executors and administrators, against all loss, cost and expense, including counsel fees, reasonably incurred by him in connection with any action, suit or proceeding to which he may be made a party by reason of his being or having been a Director or officer of the Association, except in matters of

gross negligence or willful misconduct. In the event of a settlement, indemnification shall be provided only in connection with such matters in which the Association is advised by legal counsel to the Association that the person to be indemnified has not been guilty of gross negligence or willful misconduct in the performance of his duty as such Director or officer in relation to the matter involved. The foregoing rights shall not be exclusive of other rights to which such Director or officer may be entitled. All liability, loss, damage, cost and expense incurred or suffered by the Association in connection with the foregoing indemnification provision shall be treated and handled by the Association as an expense of the Association; provided, however, nothing contained in this Article IX shall be deemed to obligate the Association to indemnify any Member, who is or has been a Director or officer of the Association, with respect to any duties or obligations assumed or liabilities incurred by him under and by virtue of the Restrictions.

ARTICLE X OBLIGATIONS OF THE OWNERS

10.1 ASSESSMENTS. All Members shall be obligated to pay the annual assessments imposed by the Association to meet the expenses of the Association. The assessments shall be made the same amount for each Lot and shall be due annually on October 15 of the year for which such assessment is made; provided, however, that for any year after 1985 the Board of Directors may set a different date on which the assessment is due. All Members shall be obligated to pay all Special Assessments imposed by the Association. A Member shall be deemed to be in good standing and entitled to vote at any annual or special meeting of Members, within the meaning of these Bylaws, only if he is current in the assessments made or levied against him and the Lot owned by him.

10.2 GENERAL. Each Member shall comply strictly with the provisions of the Restrictions.

ARTICLE XI AMENDMENTS TO BYLAWS

These Bylaws may be amended by the Association if, at a duly constituted meeting for such purpose, such amendment is approved by Owners representing at least fifty-one percent (51%) of the Lots. In no event shall the Bylaws be amended to conflict with the Restrictions. In the event of a conflict between the Bylaws and the Restrictions, the Restrictions shall control.

ARTICLE XII
MORTGAGES

12.1 NOTICE TO ASSOCIATION. An Owner who mortgages his Lot shall notify the Association, through the President of the Association, giving the name and address of his mortgagee. The Association shall maintain such information in a book entitled "Mortgagees of Lots".

12.2 NOTICE OF UNPAID ASSESSMENTS. The Association shall, at the request of any Mortgagee of a Lot, report to such Mortgagee any unpaid assessments due from the Owner of such Lot.

ARTICLE XIII
NON-PROFIT ASSOCIATION

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

ARTICLE XIV
PRINCIPAL OFFICE

The principal office of the Association shall be located at 2800 First City Center, Dallas, Texas 75201, but may be located at such other suitable and convenient place as shall be permitted by law and designated by the Directors.

ARTICLE XV
EXECUTION OF INSTRUMENTS

The persons who shall be authorized to execute any and all instruments of conveyance or encumbrances, including promissory notes, shall be the officers of the Association.

ARTICLE XVI
CORPORATE SEAL

The Directors shall provide a corporate seal which shall be circular in form and shall have inscribed thereon the name of the Association.

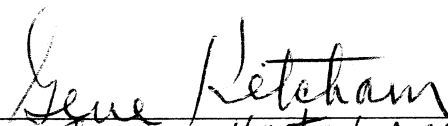
ARTICLE XVII
DEFINITIONS OF TERMS

The terms used in these Bylaws, to the extent they are defined in the Restrictions, shall have the same definition as set forth in the Restrictions, as the same may be amended from time to time, recorded in the office of the County Clerk of Henderson County, Texas.

CERTIFICATE

I HEREBY CERTIFY that the foregoing is a true, complete and correct copy of the Bylaws of Point La Vista Property Owners Association, Inc. as adopted by the Minutes of Organizational Meeting of Board of Directors by unanimous written consent on the 6th day of September, 1985.

IN WITNESS WHEREOF, I hereunto set my hand and affix the Seal of the Corporation, this the 6th day of September, 1985.



Gene Ketcham
Secretary

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EXHIBIT A

Section One of Point La Vista Subdivision, a subdivision n Cedar Creek Lake, Henderson County, Texas, according to the plat thereof recorded in Cabinet C, Page 351, of the Plat Records of Henderson County, Texas, and consisting of Lot 1 to and including Lot 204 to and including Lot 531 and Parks "A", "B", and "C."

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TESTAMENT

The undersigned attests that the accompanied document is an original copy of the Bylaws for the Point La Vista Property Owners Association Inc. signed by Gene Ketcham, who was Secretary of the Point La Vista Property Owners Association, on September 6th, 1985. It is further attested that these are the Bylaws the Association has operated under since 1985 without change or amendment.

Signed: _____

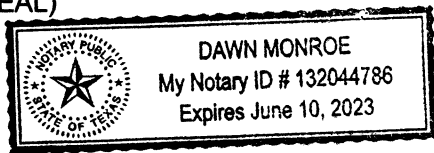
Wade Kusler

President, Point La Vista Property Owners Association

SUBSCRIBED AND SWORN TO BEFORE ME BY THE SAID Wade Kusler

As a Board Member of Point La Vista Property Owner Association, Inc., a Texas non-profit corporation, this 27 day of September, 2021.

(SEAL)



Notary Public in and for the State of Texas

Printed Name of Notary

My commission expires: 6/10/2023